

**COLLABORATION AGREEMENT**

**Pursuant to Sections 22A to 22C, 23 and 23A to 23I of the Police Act 1996 ( as mended by the Policing and Crime Act 2009 and the Police Reform and Social Responsibility Act 2011)**

**RELATING TO:**

**Authorisations to Interfere with Property  
(Section 93 Police Act 1997)**

**Obtaining and Disclosing Communications Data  
(Chapter 2 Regulation of Investigatory Powers Act 2000)  
Directed Surveillance**

**(Section 28 Regulation of Investigatory Powers Act)  
Authorisation of Covert Intelligence Sources  
(Section 29 of Regulation)**

**and**

**Authorisations for Intrusive Surveillance in Relation to Residential Premises  
(Sections 32 and 33 Regulation of Investigatory Powers Act 2000)**

**BETWEEN:**

**Chief Constable of Avon and Somerset Constabulary  
Chief Constable of Devon and Cornwall Constabulary  
Chief Constable of Dorset Police  
Chief Constable of Gloucestershire Constabulary  
Chief Constable of Wiltshire Police**

**Police and Crime Commissioner for Avon and Somerset  
Police and Crime Commissioner for Devon and Cornwall  
Police and Crime Commissioner for Dorset Police  
Police and Crime Commissioner for Gloucestershire  
Police and Crime Commissioner for Wiltshire**



THIS Collaboration Agreement is made on the 11<sup>th</sup> day of May 2015 between the Chief Constable of Avon and Somerset Police (1), the Chief Constable of Devon and Cornwall Police (2), the Chief Constable of Dorset Police (3), the Chief Constable of Gloucestershire Police (4) and the Chief Constable of Wiltshire Police (5) (together described as "the chief constables"), the Police and Crime Commissioner for Avon and Somerset (6), the Police and Crime Commissioner for Devon and Cornwall (7), the Police and Crime Commissioner for Dorset (8), Police and Crime Commissioner for Gloucestershire (9) and the Police and Crime Commissioner for Wiltshire (10) (together described as 'the commissioners')

WHEREAS:

- (1) The chief constables have identified significant operational benefits in terms of increased capacity, capability and resilience in providing for cross border and cross force authorisations.
- (2) This Agreement is made between the chief constables and the commissioners pursuant to Sections 22A to 22C, 23, and 23A to 23I of the Police Act 1996 as amended ('the 1996 Act')
- (3) For the purposes of Section 23(5) of the 1996 Act, the chief constables have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of their respective forces ('the collaborative forces').
- (4) For the purposes of Section 23A(5) of the 1996 Act, the commissioners have determined that the making of this Agreement is in the interests of the efficiency or effectiveness of the commissioners and the respective forces they maintain.
- (5) For the purposes of Section 22A of the 1996 Act this Agreement contains a force collaboration provision.
- (6) No authorisation shall be granted nor any application made pursuant to this Agreement unless in accordance with standard operating procedures agreed from time to time between the chief constables. ('the Operating Procedures'). As a minimum, such operating procedures must make provision for consultation and notification in accordance with relevant legislation, codes of practice and other statutory guidance.

IT IS AGREED

**1. Authorisations to Interfere with Property**

1.1 An application for an authorisation under section 93 of the Police Act 1997 ("the 1997 Act") may be made to a chief officer of any collaborative force by a member of any collaborative force. Each collaborative force is therefore a collaborative force for the purpose of section 93(3) (za) (ii) of the 1997 Act.

1.2 Any such application shall be treated as an application made by virtue of section 93(3) (za) (ii) of the 1997 Act (for the avoidance of doubt, this shall apply even where the applicant is a member of the chief officer's own police force).

1.3 No such application shall be made by a member of a collaborative force other than the chief officer's own force unless the application is made in accordance with the Operating Procedures.

1.4 The relevant area specified for the purposes of section 93(6) (aa) (ii) of the 1997 Act is the entirety of the area in England and Wales for which the collaborating forces are maintained.

1.5 A chief officer may not grant an authorisation authorising property interference in an area for which the chief officer's own force is not maintained unless the authorisation is in accordance with the Operating Procedures.

**2. Obtaining and Disclosing Communications Data**

2.1 An application for an authorisation to engage in any conduct as referred to in section 22 to which Chapter II of the Regulation of Investigatory Powers Act 2000 ("the 2000 Act") applies, may be made to a designated person for the purposes of that chapter by reference to an office, rank or position with any of the collaborative forces.

2.2 A designated person of any of the collaborative forces may grant authorisations under Chapter II for persons holding offices, ranks or positions in any of the collaborative forces to engage in any conduct to which Chapter II of the 2000 Act applies.

2.3 No such application shall be made or authorised other than between officers of the same force unless it is in accordance with the Operating Procedures.

### **3. Directed Surveillance**

3.1 An application for an authorisation to carry out directed surveillance under s28 of the 2000 Act may be made to a designated person for the purposes of that section by reference to an office, rank or position with any of the collaborative forces.

3.2 No such application shall be made or authorised other than between officers of the same force unless it is in accordance with the Operating Procedures.

### **4. Authorisation of Covert Human Intelligence Sources**

4.1 Persons designated for the purposes of S29 2000 Act in each collaborative force may authorise an application from a member of a relevant collaborative unit as defined by S29 (2A) (a) of the 2000 Act for the conduct or use of a covert human intelligence source

4.2 No such authorisation shall be granted unless it is in accordance with the Operating Procedures agreed between the chief constables which provide for consideration of such authorisations and put arrangements in place satisfying the provisions of S29(4A) of the 2000 Act.

### **5. Authorisations for Intrusive Surveillance in Relation to Premises and Private Vehicles**

5.1 An application for authorisation under section 32 of the 2000 Act may be made to the chief officer of any collaborative force by a member of any collaborative force. Each collaborative force is therefore a collaborative force for the purpose of sections 33(3ZA) and 33(3ZB) of the 2000 Act.

5.2 Any such application shall be treated as an application made by virtue of section 33(3ZA) of the 2000 Act (for the avoidance of doubt, this shall apply even where the applicant is a member of the chief officer's own police force).

- 5.3 No such application may be made by a member of a collaborative force other than the chief officer's own force unless it is made in accordance with the Operating Procedures.
- 5.4 The area specified for the purposes of section 33(3ZB) of the 2000 Act is the entirety of the area in England and Wales for which the collaborating forces are maintained.
- 5.5 A chief officer may not grant an authorisation authorising intrusive surveillance in relation to any premises or private vehicle in an area for which the chief officer's own force is not maintained unless it is made in accordance with the Operating Procedures.

**6. Investigatory Powers Tribunal**

The authorising chief officer will be responsible for responding to any complaints or proceedings before the Investigatory Powers Tribunal arising from, or from conduct pursuant to, an authorisation referred to in this Agreement.

**7. Other Regulatory Requirements**

The authorising chief officer will be responsible for responding to any requests (for example from the Office of Surveillance Commissioners, Her Majesty's Inspectorate of Constabulary, etc) for information about, or about conduct pursuant to, an authorisation referred to in this Agreement and will be responsible for maintaining records of authorisations including any refusal and reasons for refusal and ensuring all records are accounted for and cross referenced for the purposes of inspection, complaint and compliance with disclosure under the Criminal Procedures and Investigation Act 1996.

**8. Amendment and Review**

This Agreement may be varied by unanimous consent of the Parties and shall be reviewed after 5 years.

**9. Indemnity**

9.1 Each Party shall maintain insurance arrangements to cover his/her liabilities under this Agreement.

9.2 Each Party shall indemnify the other Parties against all losses, claims, damages, costs, charges, expenses, uninsured liabilities, demands or proceedings incurred or brought as a result of his/her negligence and/or breach of his/her obligations under this Agreement and/or breach of statutory duty.

9.3 Subject to clause 9.2, the authorising chief officer's force will be responsible for the costs of any tribunal or other regulatory matters.

#### **10. Limitation**

This Agreement does not constitute any force a collaborative force for any purpose other than those explicitly stated in this Agreement.

#### **11. Withdrawal**

Any Party may withdraw from this Agreement by giving written notice to each of the remaining Parties.

#### **12. Termination**

This Agreement may be terminated at any time by the unanimous decision of the chief constables of all the Parties or otherwise in accordance with the provisions of the 1996 Act provided that the indemnity contained in clause 9.2 shall continue after termination.

#### **13. Dispute Resolution**

Any difference or dispute over an operational matter arising out of or in connection with this Agreement shall be resolved by the Chief Constables. Any other difference or dispute arising out of or in connection with this Agreement that cannot be resolved by the Chief Constables will be referred to the Commissioners for resolution.

**14. Publication**

The Parties agree that the provisions of s23E of the Police Act 1996 will be discharged by each party by the publication of this Agreement. For the avoidance of doubt, subject to any legal requirement to do so, the Operating Procedures shall not be disclosed to any third party without the prior written consent of each of the chief constables.

**15. Further Assurance**

Each Party agrees to use all reasonable endeavours to do or procure to be done all such further acts and execute or procure the execution of all such documents as any other Party may from time to time reasonably require for the purpose of giving the other Parties the full benefit of the provisions of this Agreement.

**16. No agency or partnership**

16.1 Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party.

16.2 None of the Parties shall act or describe itself as the agent of any other Party, nor shall he or she make or represent that he or she has authority to make any commitments on the behalf of any other Party.

**17. Entire Agreement**

This Agreement sets out the entire agreement between the Parties in connection with its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them.

**18. Statutory Powers**

Nothing contained or implied in this Agreement shall prejudice or affect the rights, powers, duties and obligations of each of the Parties in the exercise of his or her respective functions as may be amended, supplemented or increased from time to time and the rights, powers, duties and obligations of

each of the Parties pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

**19. Contracts (Rights Of Third Parties) Act 1999**

For the purpose of section 1(2) of the Contracts (Rights of the Third Parties) Act 1999 the Parties state that they do not intend any term of this Agreement to be enforced by any third parties.

**20. Counterparts**

This Agreement may be signed in any number of counterparts and this has the same effect as if the signatures on counterparts were on a single copy of this Agreement.

**21. Legally Binding**

The Parties agree that this Agreement shall be fully legally binding between the Parties.

**22. Governing Law and Jurisdiction**

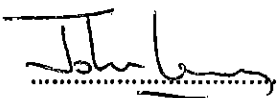
This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English Courts.

**23. 2010 Agreement**


The parties agree that the collaboration agreement dated 20 October 2010 made under the 1996 Act between the police authorities and chief constables of Avon and Somerset, Devon and Cornwall, Dorset, Gloucestershire, and Wiltshire shall cease and determine on completion of this Agreement but without prejudice to the rights and remedies of any party against the other in respect of any antecedent claim or breach of covenant



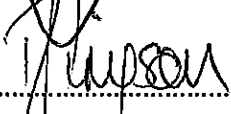
Signed

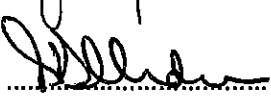
1)  Chief Constable of Avon and Somerset Constabulary

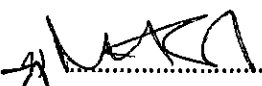
6)  Police and Crime Commissioner for Avon and Somerset

2)  Chief Constable of Devon and Cornwall Constabulary

7)  Police and Crime Commissioner for Devon and Cornwall


3)  Chief Constable of Dorset Police

8)  Police and Crime Commissioner for Dorset

4)  Chief Constable of Gloucestershire Constabulary

9)  Police and Crime Commissioner for Gloucestershire

5)  Chief Constable of Wiltshire Police

10)  Police and Crime Commissioner for Wiltshire