

**Collaboration Agreement Pursuant to Sections 22A to 22C, 23, 23A to 23I and
101 of the Police Act 1996 (as amended by the Policing and Crime Act 2009
and Police Reform and Social Responsibility Act 2011) and section 59 Energy
Act 2004**

relating to the

**Collaboration over the Provision of Policing Resources from the Civil Nuclear
Constabulary**

between

Chief Constable of the Civil Nuclear Constabulary

and

- (1) The Chief Officers of Police of all the police forces listed in paragraph 3**
- (2) The Police and Crime Commissioners for those forces**

THIS AGREEMENT is made on

BETWEEN

1. The Chief Constable of the Civil Nuclear Constabulary
2. The Civil Nuclear Police Authority
3. The Chief Constables of the following police forces:
 - Avon and Somerset Constabulary
 - Cleveland Police
 - Cumbria Constabulary
 - Kent Police
 - Lancashire Constabulary
 - Suffolk Constabulary
 - Thames Valley Police
4. The Police and Crime Commissioners of the police forces listed in paragraph 3 above

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Definitions and Interpretation

5. In this Agreement, except where the context otherwise requires, the following terms shall have the following meanings:-

<i>'The Act'</i>	Police Act 1996
<i>'Agreement'</i>	This document including any amendments or variations made pursuant to clauses 22 to 24
<i>'Chief Officer'</i>	In relation to the Civil Nuclear Constabulary or a police force maintained under s2 of the Act, the chief constable
<i>'Constabulary'</i>	The Civil Nuclear Constabulary
<i>'Deployed officer'</i>	An officer from the Constabulary who has been deployed by the first chief officer pursuant to clause 13 of this Agreement
<i>'First chief officer'</i>	The Chief Constable of the Civil Nuclear Constabulary
<i>'Force'</i>	A Police Force party to this Agreement
<i>'Local policing bodies'</i>	A police and crime commissioner in relation to a police area listed in Schedule 1 of the Police Act 1996, the Mayor's Office for Policing and Crime, the Common Council or any successor bodies
<i>'Officers'</i>	Police officers. Includes references to special constables.
<i>'Parties'</i>	The Chief Officers and Policing Bodies signatory to this Agreement and <i>'Party'</i> shall be construed accordingly
<i>'Police force'</i>	A force maintained by a policing body party to this Agreement
<i>'Policing body'</i>	A local policing body or the Civil Nuclear Police Authority or any successor bodies
<i>'Receiving police force'</i>	The police force to which officers from the Constabulary are deployed pursuant to this Agreement
<i>'Second chief officer'</i>	The chief officer of the receiving police force

6. In this agreement unless otherwise specified:

- a. The headings are for convenience only and shall not affect its interpretation.
- b. References to a heading or clause are to a heading or clause within the Agreement.
- c. Any reference to any statute shall include references to such statute as it may have been, or may from time to time be amended, consolidated or re-enacted and to any regulation or sub-ordinate legislation made under it (or under such an amendment, consolidation or re-enactment).
- d. Words importing the singular shall include the plural and vice versa.

- e. Words importing any particular gender shall include all other genders.
- f. Words importing the whole shall be treated as including a reference to any part of the whole.
- g. Any reference to a person shall be to a legal person of whatever kind whether incorporated or unincorporated, and to its successors, admitted assigns and transferees.
- h. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding those terms.
- i. Any reference to a notice, consent, approval agreement and/or permission being required under this Agreement shall be given in writing.
- j. The words 'in writing' and 'written' mean 'in documented form' whether electronic or hard copy, unless otherwise stated.
- k. All agreement on the part of any Party comprising more than one person or entity should be joint and several throughout this Agreement and the neuter singular.

Introduction and Legal Context

7. This Agreement is made between the Parties pursuant to sections 22A to 22C, 23, and 23A to 23I of the Act and section 59 Energy Act 2004.
8. For the purposes of s23(5) of the Act, the Chief Officers signatory to this Agreement agree that this Agreement is in the interests of the efficiency or effectiveness of one or more police forces.
9. For the purposes of s23A(5) of the Act, the policing bodies signatory to this Agreement agree that this Agreement is in the interests of the efficiency or effectiveness of one or more policing bodies or police forces.
10. For the purposes of s22A of the Act, this Agreement contains a force collaboration provision focused on providing operational services specific to armed policing support by the Civil Nuclear Constabulary in the event of:
 - (i) a Marauding Terrorist Attack (Operation Plato),
 - (ii) any other incident where there is threat to life or risk of serious injury,
 - (iii) pre-planned joint policing initiatives intending to improve inter-operability between forces and to enhance effectiveness and/or efficiency of either or both of the collaborating forces, within the geographical areas of the Home Offices forces who are signatories to this agreement.

For the purposes of 10(iii) the force collaboration provision is not limited to providing armed policing support and is focused on providing operational services specific to policing support.

. Length of Agreement

11. The Agreement and the rights and obligations of the Parties to this Agreement shall be deemed to have effect from the date of the Agreement and shall continue in full force until terminated in accordance with clauses 25 to 30 of this Agreement.

Reviews

12. The Agreement will be reviewed when any chief officer signatory to this agreement considers that a significant change or changes to the services or circumstances has arisen or is likely to arise such that a review is warranted.

Deployment of Officers from the Constabulary

13. In the event of the first chief officer determining that it is in the interests of efficiency or effectiveness of one or more police forces, the first chief officer may deploy officers from the Constabulary to any of the other police forces named as Parties. Under 10(i) and 10(ii) a delegated authority may be given by the First chief officer to the Force Incident Manager. Under joint policing initiatives referred to at 10 (iii) above a delegated authority may be given by first chief officers to divisional commanders where the deployment is local and non-time critical.
14. On deciding whether to deploy officers, the first chief officer will take into account the seriousness of any incident and the security of nuclear material for which the first

chief officer and the Constabulary are responsible.

Direction and Control

15. Pursuant to s23(4) of the Act and s59 of the Energy Act 2004 and notwithstanding ss2 and 4 of the Police Reform and Social Responsibility Act 2011, while an officer is deployed under this Agreement, the deployed officer shall:
 - a. Be under the direction and control of the second chief officer; and
 - b. Shall have the same powers and privileges as a member of that force.

16. Pursuant to s88 of the Act, the second chief officer will be responsible for those deployed officers and will be liable for any unlawful conduct by them in the performance or purported performance of their functions as if the second chief officer was their employer.

Return of Deployed Officers

17. In the event of a deployment under clause 13, the first chief officer shall, on giving the receiving force 24 hours' notice, have the power to recall any deployed officers where he considers it to be necessary to ensure the security of nuclear material and/or necessary in the interests of maintaining the efficiency or effectiveness of the Constabulary.

Financial Arrangements / Payment

18. Pursuant to s23B of the Act, in the event of deployment under clause 13, the Parties agree that they will bear their own costs.

Dispute Resolution

19. Any dispute arising out of or in connection with this Agreement will in the first instance be the subject of negotiation by the Parties.

20. A nominated representative will be appointed on behalf of each relevant chief officer and policing body of each policing area jointly to whom the dispute shall be referred if not resolved.

21. Nothing in this clause shall restrict at any time (while the above dispute resolution procedure is in progress or before it is invoked) the freedom of any party to commence or defend legal proceedings to preserve a legal right or remedy pending outcome of the dispute.

Variation of Agreement

22. This Agreement may only be varied with the written consent of the Parties.

23. Where amendments are made, they will be subject to the need for any relevant approvals/consultations set out in s23 and s23A of the Act.

24. Variation to the Agreement will be made where directed by the Secretary of State under s23G(4) of the Act.

Termination of Agreement

25. This Agreement may be terminated with the consent of the Parties.

26. This Agreement shall be terminated by:

- a. The first chief officer or the Civil Nuclear Police Authority serving 3 months' written notice of termination on the other Parties; or
- b. Any one or more of the Parties serving 3 months written notice of termination on the other Parties, but only as affects their respective organisation(s); or
- c. Mutual written agreement between the policing bodies.

27. In the event of termination in accordance with clause 26, the Parties shall agree upon a timetable and process for any alternative arrangements to be put in place.

28. In the event of termination in accordance with clause 26, any costs associated with and occasioned by termination of the Agreement shall be borne as agreed between the Parties.

29. The termination or variation of this Agreement shall not prejudice or affect any right of action or any other remedy which the policing bodies are entitled to exercise whether pursuant to this Agreement or otherwise.

30. The Parties shall act in good faith and provide each other with all reasonable assistance to facilitate a smooth dissolution of the Agreement so alternative agreements can be put in place if and when required.

Confidentiality

31. Each Party shall, save for the purposes of criminal investigation or prosecution:

- a. Treat as confidential all information coming into its possession as a result of this Agreement;
- b. Take all necessary and reasonable steps to ensure that all such information is treated as confidential by its officers, employees, servants and agents; and
- c. Not duplicate or impart to a third party any such information, or documents relating to and including this Agreement without the express or implied consent of all the Parties.

32. The Parties shall not take steps to publicise any operation or investigation undertaken pursuant to this Agreement without the express or implied consent of the other affected Parties.

Publication

33. The Parties agree that the provisions of s23E of the Act will be discharged by each Party publishing the fact that this Agreement has been made and publishing a summary agreed by all the Parties, which will include such information as is required to be published under s23E(2) of the Act.

Third Parties and Successors

34. Except as otherwise provided by the Act or other statutory enactment, no one except a Party to this Agreement has any right to prevent the amendment of this Agreement or its termination, and no one except a Party to this Agreement may enforce this Agreement.

35. Any change in the legal status of any Police and Crime Commissioner or Policing Body such that it ceases to be a legal entity for the purpose of this Agreement shall not affect the validity of this Agreement. In such circumstances, the Agreement shall bind and inure to the benefit of any successor body to any Police and Crime Commissioner or Policing Body.

Further Assurances

36. 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.

Miscellaneous

37. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party.
38. No Party shall act or describe itself as the agent of any other Party, nor shall it make or represent that it has authority to make any commitments on the behalf of any other Party.
39. 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.
40. 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 their respective functions as may be amended, supplemented or increased from time to time and the rights, powers, duties and obligations of each Party pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

Counterparts

41. 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 the Agreement.

Legally Binding


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

Governing Law and Jurisdiction

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

IN WITNESS whereof the Parties have signed below on the date indicated:

Party	Signature	Date
Chief Constable of the Civil Nuclear Constabulary		
The Civil Nuclear Police Authority		

Party	Signature	Date
Chief Constable of Avon and Somerset Constabulary		
Chief Constable of Cleveland Police		
Chief Constable of Cumbria Constabulary		
Chief Constable of Kent Police		
Chief Constable of Lancashire Constabulary		
Chief Constable of Suffolk Constabulary		
Chief Constable of Thames Valley Police		
Avon and Somerset Constabulary Police and Crime Commissioner		
Cleveland Police Police and Crime Commissioner		
Cumbria Constabulary Police and Crime Commissioner		
Kent Police Police and Crime Commissioner		
Lancashire Constabulary Police and Crime Commissioner		7.1.2020
Suffolk Constabulary Police and Crime Commissioner		
Thames Valley Police Police and Crime Commissioner		