



**Lancashire Constabulary**  
police and communities together

## JOINT MANAGEMENT BOARD

<b>DECISION 2015/49</b>	<b>DATE: 6 OCTOBER 2015</b>
<b>TITLE : POLICE FORCE COLLABORATION AGREEMENT FOR THE PROVISION OF ARMED POLICE OFFICERS FROM THE CIVIL NUCLEAR CONSTABULARY</b>	
<b>REPORT BY: IAN DICKINSON</b>	

<p><b>Executive Summary</b></p> <p>The purpose of the report is to provide authorisation to enter into a Section 22A Collaboration Agreement for the provision of armed police officers from the Civil Nuclear Constabulary to support Home Office Forces in the event that Operation Temperer is authorised by Ministers.</p>
--

<p><b>Recommendation</b></p> <p>The Police and Crime Commissioner and Chief Constable are recommended to enter into a Collaboration Agreement for the provision of a shared Regional Organised Crime Unit.</p>
--

<p>Signature <i>Clive Grunshaw</i></p> <p>Police and Crime Commissioner</p> <p>Date <i>6<sup>th</sup> October 2015.</i></p>	<p>Signature <i>[Signature]</i></p> <p>Chief Constable</p> <p>Date <i>9/10/15.</i></p>
---	--

## **PART I**

### **1. Background and Advice**

The CNC is an armed police service created by the Energy Act 2004 and is responsible for the armed protection of certain categories of nuclear material in transit within the UK and internationally.

The CNC's firearms training and tactics are licenced by the College of Policing and the Constabulary has over 1200 authorised firearms officers who are trained to the national standards.

CNC officers have the full powers of a Constable at the 11 licenced sites across the UK and 5 kilometres beyond the boundary and anywhere whilst escorting material. These powers come from the Energy Act 2004 and are obviously limited by statute. This can create complications in rapid deployment when they are called upon to provide support to Home Office police forces.

Historically, the CNC have relied upon Section 59 of the Energy Act which allows officers to be seconded to a specified Home Office force to provide them with mutual aid. This is limiting and bureaucratic when CNC officers move across force boundaries.

Therefore, Local Policing Bodies and Chief Constables have agreed to establish collaboration arrangements for the provision of Armed Police Officers from the Civil Nuclear Constabulary (CNC) to support Home Office police forces in the event that Operation Temperer is authorised by Ministers.

Details of the agreement will not be published given its operational nature.

#### **1. Links to the Police and Crime Plan**

CNC officers will be deployed under the direction of the National Police Operations Coordination Centre and into specific operation roles in support of the national response to a terrorist emergency.

#### **2. Consultation**

N/A

#### **3. Implications**

##### **a. Risks**

There are no identified risks. The CNC are currently working with Government to find longer term solutions but this is likely to involve legislative changes so could take some time.

The agreement provides a termination clause allowing parties to the agreement to withdraw by serving a 3 month written notice on the other parties.

##### **b. Legal**

The Police and Crime Commissioner for Lancashire has the power under Section 23 of the Police Act 1996 to make this decision to enter into a collaborative agreement.

Section 22A of the Police Act 1996 requires the parties to a force collaboration agreement to include each Chief Constable and each policing body. The Agreement has been drawn up to comply with the provisions of the Police Act 1996 in respect of a collaboration agreement.

There are no legal issues arising from the Agreement.

**c. Financial**

In the event of deployment in Lancashire, the Police and Crime Commissioner shall meet any other costs which are reasonably incurred.

**d. Equality considerations**

**4. Background Papers**

**5. Public access to information**

Information in this form is subject to the Freedom of Information Act 2000 and other legislation.

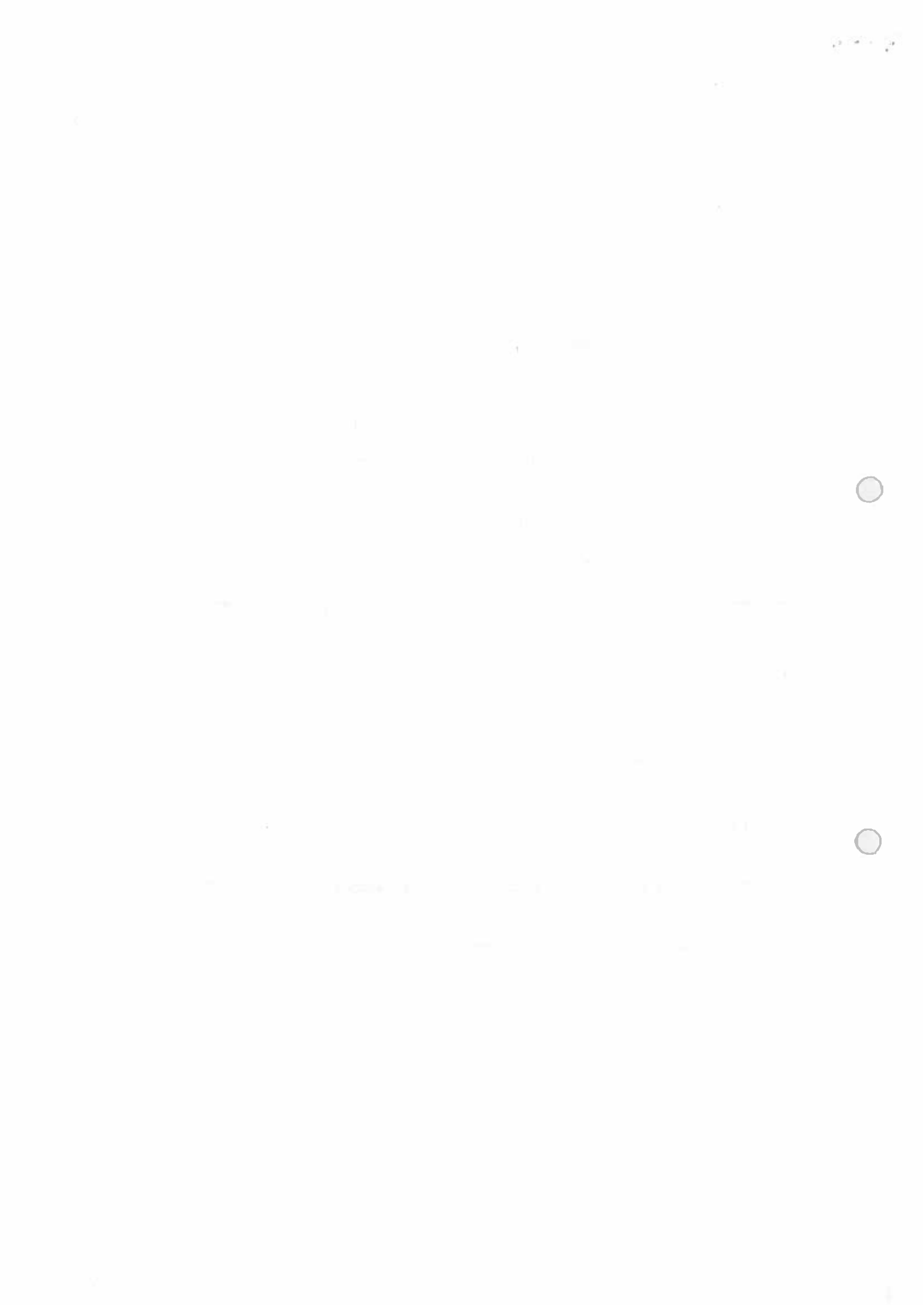
Part 1 of this form will be made available on the PCC website within 3 working days of approval. Any facts/advice/recommendations that should not be made available on request should not be included in Part 1 but instead on the separate Part 2 form.

Officer declaration	Date
<b>LEGAL IMPLICATIONS – As above</b>	
<b>FINANCIAL IMPLICATIONS – As above</b>	
<b>EQUALITIES IMPLICATIONS – As above</b>	
<b>CONSULTATION – As above</b>	

**Director to the Office of the Police and Crime Commissioner (Monitoring Officer)**

I have been informed about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the Police and Crime Commissioner for Lancashire.

Signature.....Date.....



**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 Armed Police 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 7**
- (2) The Police and Crime Commissioners for those forces**

THIS AGREEMENT is made on *[insert date]*

BETWEEN

1. The Chief Constable of the Civil Nuclear Constabulary
2. The Civil Nuclear Police Authority
3. The Commissioner of Police of the Metropolis
4. The Mayor of London
5. The Commissioner of Police for the City of London
6. The Common Council of the City of London
7. The Chief Constables of the following police forces:

Avon and Somerset Constabulary  
Bedfordshire Police  
Cambridgeshire Constabulary  
Cheshire Constabulary  
Cleveland Police  
Cumbria Constabulary  
Derbyshire Constabulary  
Devon & Cornwall Police  
Dorset Police  
Durham Constabulary  
Dyfed-Powys Police  
Essex Police  
Gloucestershire Constabulary  
Greater Manchester Police  
Gwent Police  
Hampshire Constabulary  
Hertfordshire Constabulary  
Humberside Police  
Kent Police  
Lancashire Constabulary  
Leicestershire Police  
Lincolnshire Police  
Merseyside Police  
Norfolk Constabulary  
North Wales Police  
North Yorkshire Police  
Northamptonshire Police  
Northumbria Police  
Nottinghamshire Police  
South Wales Police  
South Yorkshire Police  
Staffordshire Police  
Suffolk Constabulary  
Surrey Police

Sussex Police  
Thames Valley Police  
Warwickshire Police  
West Mercia Police  
West Midlands Police  
West Yorkshire Police  
Wiltshire Police

8. The Police and Crime Commissioners of the police forces listed in paragraph 7 above.

## Table of Contents

Table of Contents .....	4
Definitions and Interpretation .....	5
Introduction and Legal Context .....	7
Length of Agreement .....	7
Reviews .....	7
Deployment of Officers from the Constabulary .....	7
Direction and Control .....	8
Return of Deployed Officers .....	8
Financial Arrangements / Payment .....	8
Dispute Resolution .....	9
Variation of Agreement .....	9
Termination of Agreement .....	9
Confidentiality .....	10
Publication .....	10
Third Parties and Successors .....	10
Further Assurances .....	11
Miscellaneous .....	11
Counterparts .....	11
Legally Binding .....	11
Governing Law and Jurisdiction .....	12



## Definitions and Interpretation

9. 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 31 to 33
<i>'Chief Officer'</i>	In relation to the Civil Nuclear Constabulary or a police force maintained under s2 of the Act, the chief constable in relation to the metropolitan police force, the Commissioner of Police of the Metropolis and in relation to the City of London police force, the Commissioner of Police of the City of London,
<i>'Common Council'</i>	The Police Committee of the Common Council of the City of London in its capacity as police authority for the City of London police area
<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 17 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

10. 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**

11. 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.
12. For the purposes of s23(5) of the Act, the Chief Officers signatory to this Agreement think that this Agreement is in the interests of the efficiency or effectiveness of one or more police forces.
13. For the purposes of s23A(5) of the Act, the policing bodies signatory to this Agreement think that this Agreement is in the interests of the efficiency or effectiveness of one or more policing bodies or police forces.
14. For the purposes of s22A of the Act, this Agreement contains a force collaboration provision focused on providing collaborative operational services.

### **Length of Agreement**

15. 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 34 to 39 of this Agreement.

### **Reviews**

16. The Agreement will be reviewed when any chief officer 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**

17. In the event of either:
  - a. The Senior National Coordinator for Counter-Terrorism announcing a national counter-terrorism emergency, or
  - b. The first chief officer determining that it is in the interests of efficiency and effectiveness of one of more police forces,

the first chief officer may deploy officers from the Constabulary to any of the other police forces named as Parties.

18. 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**

19. 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.
20. 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**

21. In the event of a deployment under clause 17, 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 and effectiveness of the Constabulary.

### **Financial Arrangements / Payment**

22. Pursuant to s23B of the Act, in the event of deployment under clause 17, the Parties agree that the local policing body maintaining the receiving force shall pay the Civil Nuclear Police Authority for the costs of deployed officers' overtime, any necessary accommodation and any other costs reasonably incurred as a result of the deployment of the officers under this Agreement.
23. The Parties agree that in the event of a deployment under clause 17, the local policing body shall pay the Civil Nuclear Police Authority any costs incurred for the purposes of providing policing resources, in order to replace the deployed officers'.
24. The local policing body maintaining a police force shall pay to the Civil Nuclear Police Authority any such further contribution as may be agreed upon between those bodies.
25. Any payments to be made pursuant to this Agreement must be made to the Business Director of the CNPA within 30 days of the date of the invoice which sets out the costs incurred
26. This Agreement is to be on a cost neutral basis. In the event that the Constabulary makes any profit, such profits will be returned to the receiving force.

27. Any dispute arising out of or in connection with the Financial Arrangements section of this Agreement will be resolved in accordance with the principles set out under Dispute Resolution.

### **Dispute Resolution**

28. Any dispute arising out of or in connection with this Agreement will in the first instance be the subject of negotiation by the Parties.
29. 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.
30. 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**

31. This Agreement may only be varied with the written consent of the Parties.
32. 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.
33. Variation to the Agreement will be made where directed by the Secretary of State under s23G(4) of the Act.

### **Termination of Agreement**

34. This Agreement may be terminated with the consent of the Parties.
35. 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. Three or more of the Parties serving 3 months written notice of termination on the other Parties; or
  - c. Mutual written agreement between the policing bodies.
36. In the event of termination in accordance with clause 35, the parties shall agree upon a timetable and process for any alternative arrangements to be put in place.

37. In the event of termination in accordance with clause 35, any costs associated with and occasioned by termination of the Agreement shall be borne as agreed between the Parties.
38. 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.
39. 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**

40. 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.
41. The Parties shall not take steps to publicise any operation or investigation undertaken pursuant to this Agreement without the express or implied consent of each of the Parties.

### **Publication**

42. 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**

43. 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.

44. 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**

45. 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**

46. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party.
47. 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.
48. 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.
49. 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**

50. 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**

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

**Governing Law and Jurisdiction**

52. 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	MT Gillman	9 <sup>th</sup> September 2015
The Civil Nuclear Police Authority		9 <sup>th</sup> September 2015
Commissioner of Police of the Metropolis		
The Mayor of London		
The Commissioner of Police for the City of London		
The Common Council		
Chief Constable of Avon and Somerset Constabulary		
Chief Constable of Bedfordshire Police		
Chief Constable of Cambridgeshire Constabulary		
Chief Constable of Cheshire Constabulary		
Chief Constable of Cleveland Police		
Chief Constable of Cumbria Constabulary		
Chief Constable of Derbyshire Constabulary		



<b>Party</b>	<b>Signature</b>	<b>Date</b>
Chief Constable of Devon & Cornwall Police		
Chief Constable of Dorset Police		
Chief Constable of Durham Constabulary		
Chief Constable of Dyfed-Powys Police		
Chief Constable of Essex Police		
Chief Constable of Gloucestershire Constabulary		
Chief Constable of Greater Manchester Police		
Chief Constable of Gwent Police		
Chief Constable of Hampshire Constabulary		
Chief Constable of Hertfordshire Constabulary		
Chief Constable of Humberside Police		
Chief Constable of Kent Police		
Chief Constable of Lancashire Constabulary		
Chief Constable of Leicestershire Police		
Chief Constable of Lincolnshire Police		
Chief Constable of Merseyside Police		
Chief Constable of Norfolk Constabulary		
Chief Constable of North Wales		

<b>Party</b>	<b>Signature</b>	<b>Date</b>
Police		
Chief Constable of North Yorkshire Police		
Chief Constable of Northamptonshire Police		
Chief Constable of Northumbria Police		
Chief Constable of Nottinghamshire Police		
Chief Constable of South Wales Police		
Chief Constable of South Yorkshire Police		
Chief Constable of Staffordshire Police		
Chief Constable of Suffolk Constabulary		
Chief Constable of Surrey Police		
Chief Constable of Sussex Police		
Chief Constable of Thames Valley Police		
Chief Constable of Warwickshire Police		
Chief Constable of West Mercia Police		
Chief Constable of West Midlands Police		
Chief Constable of West Yorkshire Police		
Chief Constable of Wiltshire Police		

<b>Party</b>	<b>Signature</b>	<b>Date</b>
Avon and Somerset Constabulary Police and Crime Commissioner		
Bedfordshire Police Police and Crime Commissioner		
Cambridgeshire Constabulary Police and Crime Commissioner		
Cheshire Constabulary Police and Crime Commissioner		
Cleveland Police Police and Crime Commissioner		
Cumbria Constabulary Police and Crime Commissioner		
Derbyshire Constabulary Police and Crime Commissioner		
Devon & Cornwall Police Police and Crime Commissioner		
Dorset Police Police and Crime Commissioner		
Durham Constabulary Police and Crime Commissioner		
Dyfed-Powys Police Police and Crime Commissioner		
Essex Police Police and Crime Commissioner		
Gloucestershire Constabulary Police and Crime Commissioner		
Greater Manchester Police Police and Crime Commissioner		
Gwent Police Police and Crime Commissioner		
Hampshire Constabulary Police and Crime Commissioner		

<b>Party</b>	<b>Signature</b>	<b>Date</b>
Hertfordshire Constabulary Police and Crime Commissioner		
Humberside Police Police and Crime Commissioner		
Kent Police Police and Crime Commissioner		
Lancashire Constabulary Police and Crime Commissioner		
Leicestershire Police Police and Crime Commissioner		
Lincolnshire Police Police and Crime Commissioner		
Merseyside Police Police and Crime Commissioner		
Norfolk Constabulary Police and Crime Commissioner		
North Wales Police Police and Crime Commissioner		
North Yorkshire Police Police and Crime Commissioner		
Northamptonshire Police Police and Crime Commissioner		
Northumbria Police Police and Crime Commissioner		
Nottinghamshire Police Police and Crime Commissioner		
South Wales Police Police and Crime Commissioner		
South Yorkshire Police Police and Crime Commissioner		
Staffordshire Police Police and Crime Commissioner		
Suffolk Constabulary Police and		

<b>Party</b>	<b>Signature</b>	<b>Date</b>
Crime Commissioner		
Surrey Police Police and Crime Commissioner		
Sussex Police Police and Crime Commissioner		
Thames Valley Police Police and Crime Commissioner		
Warwickshire Police Police and Crime Commissioner		
West Mercia Police Police and Crime Commissioner		
West Midlands Police Police and Crime Commissioner		
West Yorkshire Police Police and Crime Commissioner		
Wiltshire Police Police and Crime Commissioner		

