



Lancashire Constabulary

police and communities together

POLICE AND CRIME COMMISSIONER FOR LANCASHIRE

DECISION 2016/22	DATE: 15 SEPTEMBER 2016
TITLE : NATIONAL COLLABORATION AGREEMENT REGARDING PROPERTY AND WIRELESS TELEGRAPHY INTERFERENCE	
REPORT BY: IAN DICKINSON	

Executive Summary

The purpose of the report is to provide authorisation to enter into a Section 22A Collaboration Agreement in respect of authorisations for interference with property and wireless telegraphy.

Recommendation

The Police and Crime Commissioner and Chief Constable are recommended to enter into a Collaboration Agreement in respect of authorisations for interference with property and wireless telegraphy.

Signature <i>[Handwritten Signature]</i>	Signature <i>[Handwritten Signature]</i>
Police and Crime Commissioner	Chief Constable
Date 15/9/16	Date 15/9/16

PART I

1. Background and Advice

- 1.1. Chief Officers and Policing Bodies have agreed to work in collaboration to improve the efficiency of the service in respect of authorisations applied for and granted under the Regulation of Investigatory Powers Act 2000 (RIPA 2000) and the Police Act 1997.
- 1.2. The Police Act 1997 (PA97) provides a legal basis and framework for police forces to undertake entry on or interference with property or wireless telegraphy in operations concerning serious crime that would otherwise be unlawful.
- 1.3. The PA97 incorporates a number of safeguards which include a requirement that authorisations are only granted by senior authorising officers. The Act also incorporates restrictions regarding the applicant and authorising officer being from the same force area and places geographical restrictions on where some authorising officers can authorise such interference.
- 1.4. Following amendments made by the Policing and Crime Act 2009, for police forces in England and Wales the relevant area is now defined by section 93(6) of the PA97 as the area for which the force is maintained or the area in England and Wales for which a formal collaboration agreement is in place (under section 22A of the Police Act 1996).
- 1.5. Lancashire along with North Wales, Cumbria, Greater Manchester, Merseyside and Cheshire Police Forces already have an agreement in place (Decision 2015/47) in respect of authorisations applied for and granted under the Regulation of Investigatory Powers Act 2000 (RIPA 2000) and the Police Act 1997. This agreement enhances this agreement by enabling Lancashire to operate across national force boundaries in relation to the authorisation of covert activity.

2. Links to the Police and Crime Plan

Criminal investigations which overlap the geographical area of two or more police forces can more efficiently and effectively be discharged by the co-operation and collaboration of police forces.

3. Consultation

N/A

4. Implications

a. Risks

There are no identified risks. The agreement provides a termination clause allowing parties to the agreement to withdraw by serving a 12 months 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. This is a force collaboration agreement for the discharge of functions by members of each of the forces, and for members of each of the forces to discharge functions in each other's force areas.

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

d. Equality considerations

5. Background Papers

6. 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
LEGAL IMPLICATIONS – As above	
FINANCIAL IMPLICATIONS – As above	
EQUALITIES IMPLICATIONS – As above	
CONSULTATION – As above	

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.....

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This list was compiled from the records of the committee.

2. The second part of the document is a list of names and addresses of the members of the committee.

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**NATIONAL POLICE COLLABORATION AGREEMENT IN RELATION TO
PROPERTY AND WIRELESS INTERFERENCE AUTHORISATIONS
PURSUANT TO SECTION 93 OF THE POLICE ACT 1997**

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THIS AGREEMENT is made on

2016

BETWEEN THE FOLLOWING CHIEF OFFICERS

- (1) The Chief Constable of Avon and Somerset Constabulary
- (2) The Chief Constable of Bedfordshire Police
- (3) The Chief Constable of Cambridgeshire Constabulary
- (4) The Chief Constable of Cheshire Constabulary
- (5) The Commissioner of Police of the City of London
- (6) The Chief Constable of Cleveland
- (7) The Chief Constable of Cumbria Constabulary
- (8) The Chief Constable of Devon & Cornwall Police
- (9) The Chief Constable of Derbyshire Constabulary
- (10) The Chief Constable of Dorset Police
- (11) The Chief Constable of Durham Constabulary
- (12) The Chief Constable of Dyfed-Powys Police
- (13) The Chief Constable of Essex Police
- (14) The Chief Constable of Gloucestershire Constabulary
- (15) The Chief Constable of Greater Manchester Police
- (16) The Chief Constable of Gwent Police
- (17) The Chief Constable of Hampshire Constabulary
- (18) The Chief Constable of Hertfordshire Constabulary
- (19) The Chief Constable of Humberside Police
- (20) The Chief Constable of Kent Police
- (21) The Chief Constable of Lancashire Constabulary
- (22) The Chief Constable of Leicestershire Police
- (23) The Chief Constable of Lincolnshire Police

- (24) The Chief Constable of Merseyside Police
- (25) The Commissioner of Police of the Metropolis
- (26) The Chief Constable of Norfolk Constabulary
- (27) The Chief Constable of North Wales Police
- (28) The Chief Constable of North Yorkshire Police
- (29) The Chief Constable of Northamptonshire Police
- (30) The Chief Constable of Northumbria Police
- (31) The Chief Constable of Nottinghamshire Police
- (32) The Chief Constable of South Wales Police
- (33) The Chief Constable of South Yorkshire Police
- (34) The Chief Constable of Staffordshire Police
- (35) The Chief Constable of Suffolk Constabulary
- (36) The Chief Constable of Surrey Police
- (37) The Chief Constable of Sussex Police
- (38) The Chief Constable of Thames Valley Police
- (39) The Chief Constable of Warwickshire Police
- (40) The Chief Constable of West Mercia Police
- (41) The Chief Constable of West Midlands Police
- (42) The Chief Constable of West Yorkshire Police
- (43) The Chief Constable of Wiltshire Police

AND THE FOLLOWING POLICING BODIES:

- (44) The Police and Crime Commissioner for Avon and Somerset
- (45) The Police and Crime Commissioner for Bedfordshire
- (46) The Police and Crime Commissioner for Cambridgeshire
- (47) The Police and Crime Commissioner for Cheshire

- (48) The Common Council of the City of London
- (49) The Police and Crime Commissioner for Cleveland
- (50) The Police and Crime Commissioner for Cumbria
- (51) The Police and Crime Commissioner for Devon & Cornwall
- (52) The Police and Crime Commissioner for Derbyshire
- (53) The Police and Crime Commissioner for Dorset
- (54) The Police and Crime Commissioner for Durham
- (55) The Police and Crime Commissioner for Dyfed-Powys
- (56) The Police and Crime Commissioner for Essex
- (57) The Police and Crime Commissioner for Gloucestershire
- (58) The Police and Crime Commissioner for Greater Manchester
- (59) The Police and Crime Commissioner for Gwent
- (60) The Police and Crime Commissioner for Hampshire
- (61) The Police and Crime Commissioner for Hertfordshire
- (62) The Police and Crime Commissioner for Humberside
- (63) The Police and Crime Commissioner for Kent
- (64) The Police and Crime Commissioner for Lancashire
- (65) The Police and Crime Commissioner for Leicestershire
- (66) The Police and Crime Commissioner for Lincolnshire
- (67) The Police and Crime Commissioner for Merseyside
- (68) The Mayor's Office for Policing and Crime
- (69) The Police and Crime Commissioner for Norfolk
- (70) The Police and Crime Commissioner for North Wales
- (71) The Police and Crime Commissioner for North Yorkshire
- (72) The Police and Crime Commissioner for Northamptonshire

- (73) The Police and Crime Commissioner for Northumbria
- (74) The Police and Crime Commissioner for Nottinghamshire
- (75) The Police and Crime Commissioner for South Wales
- (76) The Police and Crime Commissioner for South Yorkshire
- (77) The Police and Crime Commissioner for Staffordshire
- (78) The Police and Crime Commissioner for Suffolk
- (79) The Police and Crime Commissioner for Surrey
- (80) The Police and Crime Commissioner for Sussex
- (81) The Police and Crime Commissioner for Thames Valley
- (82) The Police and Crime Commissioner for Warwickshire
- (83) The Police and Crime Commissioner for West Mercia
- (84) The Police and Crime Commissioner for West Midlands
- (85) The Police and Crime Commissioner for West Yorkshire
- (86) The Police and Crime Commissioner for Wiltshire

1 BACKGROUND

- 1.1 The PA97 provides a legal basis and framework for police forces to undertake entry on or inference with property or wireless telegraphy in operations concerning serious crime that would otherwise be unlawful.
- 1.2 The PA97 incorporates a number of safeguards which include a requirement that authorisations are only granted by senior authorising officers. The PA97 also incorporates restrictions regarding the applicant and authorising officer being from the same force area and places geographical restrictions on where some authorising officers can authorise such interference.
- 1.3 Following amendments made by the Policing and Crime Act 2009, for police forces in England and Wales the relevant area is now defined by section 93(6) of the PA97 as the area for which the force is maintained or the area in England and Wales for which a formal collaboration agreement is in place (under section 22A of the PA96).
- 1.4 The Parties believe that criminal investigations which overlap the geographical area of two or more police forces can more efficiently and effectively be discharged by the co-operation and collaboration of those police forces. It is believed that such co-operation and collaboration would be enhanced by utilising the arrangements permissible under section 93 of the PA97.
- 1.5 The Chief Officers and the Policing Bodies have agreed to collaborate with each other in the manner anticipated by section 93 of the PA97 in order to discharge of functions of members of a police force more effectively in accordance with section

22A of the PA96.

- 1.6 This Agreement is made pursuant to section 22A of the PA96 which enables police forces and local policing bodies as defined in the PA96 and other parties to make an agreement about the discharge of functions by officers and staff where it is in the interests of the efficiency or effectiveness of their own and other police force areas. By entering into this Agreement, the Chief Officers have taken account of the statutory guidance for police collaboration published by the Home Office in October 2012 in exercise of the Home Secretary's power under section 23F of the PA96 to provide guidance about collaboration agreements and related matters.
- 1.7 In the event of any conflict of interest between the terms of this Agreement and any regional collaboration agreement between any of the Parties in relation to section 93 of the Police Act 1997, the Parties agree that the terms of this Agreement shall take precedence.

2 DEFINITIONS AND INTERPRETATIONS

2.1 In this Agreement except where a different interpretation is clear from, or necessary in the context, the following terms shall have the following meanings:

- 2.1.1 "Agreement" means this document, including its Clauses;
- 2.1.2 "Business Day" means any day other than a Saturday or Sunday or public or bank holiday in England;
- 2.1.3 "Chief Officer" means a chief officer of police (as defined under section 101 of the PA96) who is a signatory to this Agreement and any successor body;
- 2.1.4 "Effective Date" means the date of signature of this Agreement;
- 2.1.5 "NPCC" means the senior operational decision-making body known as the National Police Chiefs' Council being the mechanism by which all the chief officers of police consider national operational matters;
- 2.1.6 "PA96" means the Police Act 1996;
- 2.1.7 "PA97" means the Police Act 1997;
- 2.1.8 "Party" or "Parties" means a party or the parties to this Agreement and shall include the Chief Officers and the Policing Bodies;
- 2.1.9 "Policing Body" means a local policing body (as defined under section 101 of the PA96) who is a signatory to this Agreement and any successor body;
- 2.1.10 "PRSR" means the Police Reform and Social Responsibility Act 2011.

2.2 In this Agreement unless the context requires otherwise:

- 2.2.1 words importing the singular shall include the plural and vice versa;
- 2.2.2 words importing any particular gender shall include all other genders;
- 2.2.3 references to persons shall include bodies of persons whether corporate or incorporate;
- 2.2.4 words importing the whole shall be treated as including a reference to any part of the whole;
- 2.2.5 any reference in this Agreement to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended, modified, extended, re-enacted or replaced (whether before or after the date of this Agreement) and including all subordinate legislation from time to time made under it;
- 2.2.6 any reference in this Agreement to any document, shall be construed as

referring to that document as it may from time to time be amended, modified, extended or replaced (whether before or after the date of this Agreement);

2.2.7 references in this Agreement to any Clauses are to the Clauses of this Agreement except where otherwise expressly stated; and

2.2.8 headings are used in this Agreement for convenience only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the Clauses to which they relate.

3 EFFECTIVE DATE

3.1 The Agreement shall be entered into on the Effective Date and shall continue in force indefinitely unless terminated in accordance with **Clause 7**.

4 SCOPE & PURPOSE

4.1 The Chief Officers agree that:

4.1.1 an authorising officer (as defined in section 93(5) of the PA97) may grant an authorisation, in accordance with the PA97, to interfere with property on an application made by a member of another police force whose chief officer is a party to this Agreement (a "Collaborative Force"); and

4.1.2 an authorising officer may authorise, in accordance with the PA97, property interference in the area of operation of a Collaborative Force.

5 DIRECTION AND CONTROL

5.1 The Parties agree that pursuant to section 10 of the PA96 each Chief Officer shall retain direction and control over the officers and staff of their police force.

6 CHIEF OFFICER'S RESPONSIBILITIES

6.1 The Chief Officer of an Authorising Force shall ensure that where an application is received or authorisation made by them or an officer under their direction and control under the PA97 or any other legislative or legal authority which would fall within the scope of this Agreement, arrangements are in place within the Authorising Force to ensure that notification of that application/authorisation shall as soon as reasonably practicable be made to:

6.1.1 the Covert Authorities Manager of the Central Authorities Bureaus ("CAB") of the Authorising Force and Collaborating Force(s); or

6.1.2 in cases of operational sensitivity, the Head of Crime Department of the Authorising Force and Collaborating Force(s).

6.2 The Chief Officer of the Authorising Force shall ensure that appropriate arrangements and safeguards are in place to ensure the Authorising Force databases and records are checked to identify any issues of:

6.2.1 potential conflict of interests with other investigations;

6.2.2 community tensions and sensitivities; and

6.2.3 compromise.

6.3 Following authorisation by a senior authorising officer, the Authorising Force's CAB shall, under all circumstances, provide to the Collaborative Force a copy of the relevant authorisation. This includes the initial authorisation, the authorisations of all reviews, renewals, and cancellations.

6.4 The Chief Officer of an Authorising Force shall retain all original documentation from the Office of Surveillance Commissioners (or any replacement oversight body) ('OSC') and in accordance with MOPI, CPIA guidelines and any other legislative or

individual force policy. Any ruling, request, comment or direction made by the OSC shall be brought to the attention of the CAB of the Collaborating Force.

- 6.5 The Chief Officer of a Collaborative Force shall be responsible for identifying, and immediately bringing to the attention of the Chief Officer of an Authorising Force, any Investigatory Powers Tribunal or similar investigation. The Chief Officer of a Collaborative Force shall not however be responsible for and shall not supply any copy documentation to any such investigation. This responsibility shall at all times remain the responsibility of the Authorising Force.
- 6.6 The Chief Officer of an Authorising Force shall ensure that all staff and officers seeking access to systems or information under the auspices of this Agreement shall be vetted to the level required by the Chief Officer owning the systems or information. Individuals failing vetting shall not be permitted access to the systems or information owned by any Chief Officer. All Chief Officers shall however work to agree a standard approach for vetting of staff and officers.
- 6.7 The Chief Officers shall collectively consider how best to manage, create and implement joint policies and procedures for the handling of disputes, complaints, grievances and conduct issues arising under this Agreement.
- 6.8 Each Chief Officer agrees that all reasonable assistance shall be made available to any other Chief Officer seeking reasonable assistance in the discharge of any responsibilities arising directly or indirectly out of this Agreement.

7 TERMINATION

- 7.1 This Agreement shall terminate by operation of law or statute or by the written agreement of all the Parties.

8 CONSEQUENCES OF TERMINATION

- 8.1 If this Agreement is terminated in accordance with **Clause 7** and it is not replaced within 3 months by a new agreement to discharge the functions of this collaboration:
 - 8.1.1 responsibility for any ongoing or outstanding police operation, investigation, or prosecution, together with associated costs and liabilities shall transfer to the Chief Officer of the force where the operation, investigation or prosecution is primarily based; and
 - 8.1.2 all Chief Officers and Policing Bodies shall use their best endeavours to minimise the effect on any outstanding police operation, investigation, or prosecution by providing reasonable and proportionate assistance to the Chief Officer assuming responsibility; and
 - 8.1.3 all rights and obligations of the Parties shall cease to have effect immediately except that such of the provisions of this Agreement which expressly or by implication are intended to come into or remain in force on or after the termination or expiry of this Agreement shall remain in full force and effect.

9 DISPUTES

- 9.1 The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Parties.
- 9.2 Any dispute in relation to operational aspects of this Agreement that cannot be resolved through normal management processes shall, where appropriate, be referred to the NPCC for resolution.
- 9.3 Any non-operational dispute shall be referred to the Policing Bodies who shall convene a meeting for discussion and attempt to resolve the matter.

- 9.4 If the NPCC or the Policing Bodies (as appropriate) is/are unable to resolve the matter, the Parties shall attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution Model Mediation Procedure ("Model Procedure").
- 9.5 To initiate a mediation; a Party must give notice in writing ("ADR Notice") to the other Parties to the dispute requesting mediation in accordance with this **Clause 9** and must send a copy of the request to the Centre for Dispute Resolution or its successor ("CEDR").
- 9.6 The procedure in the Model Procedure will be amended to take account of:
- 9.6.1 any relevant provisions in this Agreement; and
- 9.6.2 any other additional agreement which the Parties may enter into in relation to the conduct of the mediation ("Mediation Agreement").
- 9.7 If there is any issue relating to the conduct of the mediation (including nomination of the mediator) upon which the Parties to the dispute cannot agree within seven days from the date of the ADR Notice, CEDR will (at the request of any Party in dispute) decide that issue on behalf of the Parties (having first consulted with them).
- 9.8 The mediation will start no later than 21 days after the date of the ADR Notice.
- 9.9 No Party shall commence court proceedings whilst any mediation in accordance with this **Clause 9** is being undertaken.
- 10 INFORMATION ASSURANCE INCLUDING FREEDOM OF INFORMATION, CONFIDENTIALITY, DATA PROTECTION, DATA SECURITY AND RISK MANAGEMENT**
- 10.1 The Parties agree that:
- 10.1.1 information, documents, or process created as a course of this Agreement shall be shared equally by the Parties and shall be retained in accordance with each Party's information management policies;
- 10.1.2 the activities of staff or officers from the police force of any Party in respect of the access and use of any information shall be governed by the policies of the force of the Party that either owns, or is in possession of that information at the point of its release;
- 10.1.3 for the purposes of the Data Protection Act 1998, each Party remains the data controller for any personal data recorded on any information systems under their control, whether electronically or in hard copy format; and
- 10.1.4 for the purposes of the Freedom of Information Act 2000 ("FOIA"), a Party receiving a request under the FOIA (acting in consultation with the other Parties) will be responsible for handling and responding to that request and with any compliance requirements under the FOIA. Any FOIA requests made under this Agreement must be brought to the attention of the other Parties and where required all Parties will offer each other all reasonable assistance for the purposes of responding to any FOIA request.
- 10.2 For the avoidance of doubt, unless expressly stated within this Agreement, this Agreement is not intended to amend or alter the terms of any existing collaboration agreement or information sharing agreement to which any of the Parties are a signatory.
- 11 LIABILITIES**
- 11.1 Save that any liabilities resultant from any activity under **Clause 6** shall remain the responsibility of the Chief Officer of the Authorising Force, each Chief Officer shall be liable for conduct, actions, non-performance and/or purported non-performance of all

officers or staff working under their direction and control.

12 REVIEW

- 12.1 The Parties agree that this Agreement shall be reviewed by the NPCC or such other third party organisation as the Parties agree on a date no later than 3 years after the Effective Date and thereafter on at least 3 yearly intervals in order to establish whether any amendments are required to any of the terms of this Agreement (including the improve the efficiency and effectiveness of criminal investigations which overlap the geographical area of two or more police forces) following which any appropriate amendments shall be made to this Agreement where agreed by the NPCC and in accordance with Clause 12.3.
- 12.2 Any Party shall be entitled to propose a variation to this Agreement by presenting a proposal to the NPCC for consideration with appropriate information to allow a variation to be properly considered.
- 12.3 Any amendments to this Agreement shall be documented and signed on behalf of all the Parties by the Head of NPCC.
- 12.4 The Head of NPCC shall notify the Secretary of State and any other relevant secretaries of states in relation to the Non Home Office Forces of any amendments that are made to the terms of this Agreement.

13 NOTICES

- 13.1 Any notice to be given under this Agreement must be in writing, may be delivered to the other Parties at the address of its force area headquarters by any of the methods set out in the left hand column below and shall be deemed to be received on the corresponding day set out in the right hand column.

Method of service	Deemed day of receipt
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting
By recorded delivery post	the next Business Day after posting
By fax (provided the sender's fax machine confirms complete and error-free transmission of that notice to the correct fax number)	the next Business Day after sending or, if sent before 16.00, on the Business Day it was sent
By email (provided the recipient confirms complete and error-free transmission of that notice to the correct email address)	the next Business Day after sending or, if sent before 16.00, on the Business Day it was sent

14 ASSIGNMENT

- 14.1 Except by statutory enactment, none of the Parties may assign or transfer the benefit, responsibilities or liabilities under this Agreement as a whole, or in part, or any of its rights or obligations under it, without first obtaining the written consent of all of the other Parties. That consent may not be unreasonably withheld or delayed.

15 BINDING NATURE OF THIS AGREEMENT

- 15.1 This Agreement is binding upon the Parties and their respective successors and permitted assignees.

16 ILLEGAL/UNENFORCEABLE PROVISIONS

- 16.1 If the whole or any part of any provision of this Agreement is void or unenforceable, the other provisions of this Agreement, and the rest of the void or unenforceable provision, shall continue in force.

17 WAIVER OF RIGHTS

- 17.1 If a Party fails to enforce or delays in enforcing an obligation of any other Party, or fails to exercise or delays in exercising a right under this Agreement, that failure or delay shall not affect its right to enforce that obligation or constitute a waiver of that right.
- 17.2 Any waiver by a Party of any provision of this Agreement shall not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

18 FURTHER ASSURANCES

- 18.1 Each Party shall take any action and execute any document reasonably requested by any other Party to give effect to any of its rights under this Agreement.

19 COUNTERPARTS

- 19.1 This Agreement may be executed in any number of counterparts, each of which, when signed shall be an original, and all the counterparts together shall constitute one and the same instrument.

20 PUBLICITY

- 20.1 The Chief Officers shall not take steps to publicise any operation or investigation undertaken pursuant to any authorisation given in accordance with this Agreement without the consent of each of the Chief Officers involved in the relevant operation or investigation.
- 20.2 Subject to **Clause 20.3**, no Chief Officer shall issue any press release or other public document, or make any public statement, containing or otherwise disclose to any person who is not a party, information which relates to or is connected with or arises out of this Agreement or the matters contained in it, without the prior written approval of the other Chief Officers involved in or affected by the subject matter of the proposed press release or public statement.
- 20.3 For the avoidance of doubt nothing in this **Clause 20** is intended to restrict any Party's statutory obligations to publicise the existence of this Agreement whether under the Elected Local Policing Bodies (Specified Information) Order 2011, section 23E of the Police Act 1996 or any other legislation.

21 THIRD PARTIES

- 21.1 Except as otherwise provided by the PA96 or other statutory enactment, no one except a Party has any right to prevent the amendment of this Agreement or its termination, and no one except a Party may enforce any benefit conferred by this Agreement.

22 GOVERNING LAW

- 22.1 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims), shall be governed by, and construed in accordance with, English law and the Parties irrevocably agree that, subject to **Clause 9**, the English Courts shall have exclusive jurisdiction to deal with any such dispute or claim.

AS WITNESS the hands of the duly authorised representatives of the Chief Officers and the Policing Bodies on the date stated at the beginning of this Agreement.

SIGNED by)
duly authorised to sign for and on behalf of)
THE CHIEF CONSTABLE OF)
AVON AND SOMERSET CONSTABULARY)

SIGNED by)
duly authorised to sign for and on behalf of)
THE POLICE AND CRIME COMMISSIONER)
FOR AVON AND SOMERSET)

SIGNED by)
duly authorised to sign for and on behalf of)
THE CHIEF CONSTABLE OF)
BEDFORDSHIRE POLICE)

SIGNED by)
duly authorised to sign for and on behalf of)
THE POLICE AND CRIME COMMISSIONER)
FOR BEDFORDSHIRE)

SIGNED by)
duly authorised to sign for and on behalf of)
THE CHIEF CONSTABLE OF)
CAMBRIDGESHIRE CONSTABULARY)

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duly authorised to sign for and on behalf of)
THE POLICE AND CRIME COMMISSIONER)
FOR CAMBRIDGESHIRE)

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duly authorised to sign for and on behalf of)
THE CHIEF CONSTABLE OF)
CHESHIRE CONSTABULARY)

SIGNED by)
duly authorised to sign for and on behalf of)
THE POLICE AND CRIME COMMISSIONER)
FOR CHESHIRE)

SIGNED by)
duly authorised to sign for and on behalf of)
THE COMMISSIONER OF POLICE OF)
THE CITY OF LONDON)

SIGNED by)
duly authorised to sign for and on behalf of)
THE COMMON COUNCIL OF THE CITY)
OF LONDON)

SIGNED by)
duly authorised to sign for and on behalf of)
THE CHIEF CONSTABLE OF CLEVELAND)

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duly authorised to sign for and on behalf of)
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FOR CLEVELAND)

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FOR CUMBRIA)

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FOR DERBYSHIRE)

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THE CHIEF CONSTABLE OF DORSET POLICE)

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