

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 for the Conservative Party Conference 2022

between

Chief Constable of the Civil Nuclear Constabulary

and

Chief Constable of the Lancashire Police

THIS AGREEMENT is made on 8th March 2022

BETWEEN THE FOLLOWING CHIEF OFFICERS AND POLICING BODIES

- 1. The Chief Constable of the Civil Nuclear Constabulary**
- 2. The Civil Nuclear Police Authority**
- 3. The Chief Constable of Lancashire Police**
- 4. The Lancashire Police and Crime Commissioner**

Table of Contents

Table of Contents.....	3
Definitions and Interpretation	4
Introduction and Legal Context.....	5
Length of Agreement.....	5
Direction and Control.....	6
Return of Deployed Officers	6
Financial Arrangements / Payment.....	7
Discipline	7
Dispute Resolution.....	8
Variation of Agreement	8
Termination of Agreement	9
Confidentiality	9
Publication.....	9
Third Parties and Successors	10
Further Assurances	10
Miscellaneous.....	10
Counterparts	10
Legally Binding	11
Governing Law and Jurisdiction.....	11

Definitions and Interpretation

1. 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>	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 8 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>	The Police and Crime Commissioner or any successor bodies
<i>'Officers'</i>	Police officers
<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>	The Lancashire Police and Crime Commissioner 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 Constable for Lancashire Police

2. 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

- 3. The Conservative Party Conference is being held in Blackpool between 14-19 March 2022.
- 4. The policing of the conference will give rise to a special demand on the resources of Lancashire Police due to the need for large-scale deployment of officers.
- 5. The Second Chief Officer has made an application to the First Chief Officer for the provision of constables and other assistance for the purpose of enabling Lancashire Police to meet a special demand on its resources and the First Chief Officer has agreed to provide constables and such other assistance.
- 6. 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.
- 7. 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.
- 5. 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.
- 6. For the purposes of s22A of the Act, this Agreement contains a force collaboration provision focused on providing operational services specific to policing support by the Civil Nuclear Constabulary to the Lancashire Police for the purposes of policing the 2022 Conservative Party Conference.

Length of Agreement

- 7. 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 from 15-17 March 2022 inclusive until terminated in accordance with clause 36.

Deployment of Officers from the Constabulary

8. The nature and extent of the officers and other resources provided by the First Chief Officer may be added to or amended at any time by agreement in writing between the First Chief Officer and Second Chief Officer or their duly appointed representatives in line with established processes.
9. The assistance to be provided by the First Chief Officer will comprise the following hereinafter referred to as 'The Conservative Party Conference Resources' is:-
 - 2 Explosive Detection Dogs and Handlers.
10. The Conservative Party Conference Resources will be deployed to Blackpool from the 15th March 2022 date until to 17th March 2022 inclusive. These dates may be amended by agreement in writing between the First Chief Officer and Second Chief Officer or their duly authorised signatories. If changes need to take place, as much notice as possible will be provided by the Second Chief Officer.
11. The First Chief Officer is responsible for ensuring that the Conservative Party Conference Resources have required licences, accreditation and training where appropriate prior to deployment.
12. The First Chief Officer is responsible for ensuring that the Conservative Party Conference Resources receive appropriate training in relation to their powers and responsibilities when under the direction and control of The Second Chief Officer.
13. 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

14. 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. Have the same powers and privileges as a member of that force.
15. 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

16. In the event of a deployment under clauses 8 to 15, the First Chief Officer shall, on giving the receiving force 12 hours' notice, have the power, following discussion with the Second Chief Officer, 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

17. Pursuant to s23B of the Act, in the event of deployment under clauses 9 to 14, 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, and any other costs reasonably incurred as a result of the deployment of the officers under this Agreement. The Second Chief Officer will not accept any claims for accommodation or food as these will be provided during deployment.
18. The Parties agree that in the event of a deployment under clauses 9 to 14, 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.
19. In the circumstances where an officer deployed under clauses 9 to 14 is utilising equipment or services paid for or under the control of the Constabulary, the Constabulary will remain responsible for any loss or damage incurred to such resources by the officers.
20. The Local Policing Body shall pay to the Civil Nuclear Police Authority any such further contribution as may be agreed upon between the parties.
21. Any payments to be made pursuant to this Agreement must be made to the Business Director of the Civil Nuclear Police Authority within 30 days of the date of the invoice which sets out the costs incurred.
22. The responsibility for the payment of a pension to a member of The First Chief Officer, who receives the entitlement whilst providing assistance to The Second Chief Officer, will remain with The First Chief Officer.
23. Awards in respect of officers of the Constabulary injured accidentally or as a result of criminal conduct will be granted by The First Chief Officer. All matters regarding Injury on Duty will remain with The First Chief Officer.
24. 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.

Discipline

25. The arrangements for the handling of complaint issues in respect of the conduct and actions of officers provided under this Agreement shall be as follows;
 - i. Constabulary officers are not subject to any complaint regulations applicable to any police force other than those applicable to the Constabulary,

- ii. Complaints received in respect of the Conservative Party Conference Resources, namely an expression of dissatisfaction about the policing of the conference that is expressed by, or on behalf of, a member of the public, will be recorded by The Second Chief Officer's Professional Standards Department who will complete the initial assessment and make any necessary referral to the Independent Office for Police Conduct, hereinafter referred to as 'the IOPC'. Where it is assessed that complaints require investigation there will be liaison with The Second Chief Officer to determine who is best equipped to deal with the complaint.
26. The arrangements for the handling of conduct issues in respect of the conduct and actions of officers provided under this Agreement shall be as follows;
 - i. Constabulary officers are not subject to any conduct regulations applicable to any police force other than those applicable to the Constabulary
 - ii. The officers of the Constabulary are appointed under the terms of appointment of the Constabulary and are therefore subject to the Conduct Regulations and Senior Officer Conduct Regulations applicable to officers of the Constabulary. Any alleged incident of misconduct by an officer of the Constabulary whilst deployed under clauses 9 to 14 must therefore be dealt with under the Conduct Regulations applicable to the Constabulary.
 - iii. In the event that an officer of the Constabulary is involved in some way, in the course of being deployed under clauses 9 to 14, in a matter which is investigated by the Local Policing Body or by the IOPC, the Constabulary undertakes to use their best endeavours to assist with such investigation but shall be under no legal obligations relative to assisting with such investigation.
27. The Constabulary will keep the Local Policing Body informed of any complaint or conduct matter of which the Constabulary are aware, and the progress of any non-criminal investigation commenced under clauses 25 and/or 26.

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 by the Parties 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 will terminate on the 19 March 2022 at 23:59hrs
35. In the event of termination in accordance with clause 36, any costs associated with and occasioned by termination of the Agreement shall be borne as agreed between the Parties.
36. 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.
37. 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

38. 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.
39. 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

40. 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

41. 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.
42. Any change in the legal status of any 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 Policing Body.

Further Assurances

43. 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

44. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties nor constitute any Party the agent of any other Party.
45. 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.
46. 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.
47. 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

48. 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

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

Governing Law and Jurisdiction

50. 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		
The Chief Constable of the Lancashire Police		11 th March 2022
The Lancashire Police and Crime Commissioner		15.3.22