

Section 23 collaboration agreement 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 Constabulary**

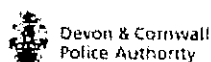
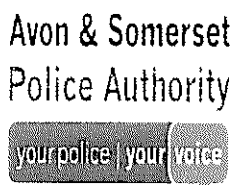
**Avon and Somerset Police Authority
Devon and Cornwall Police Authority
Dorset Police Authority
Gloucestershire Police Authority
Wiltshire Police Authority**

in respect of:

**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)**



THIS Collaboration Agreement is made on the 20 day of ~~October~~²⁰¹⁸ between the Chief Constable of Avon and Somerset Police (1) and the Chief Constable of Devon and Cornwall Police (2) and the Chief Constable of Dorset Police (3) the Chief Constable of Gloucestershire Police (4) the Chief Constable of Wiltshire Police (5) (together described as the "collaborative forces"), Avon and Somerset Police Authority (6), Devon and Cornwall Police Authority (7), Dorset Police Authority (8), Gloucestershire Police Authority (9) and Wiltshire Police Authority (10) (together described as 'the Authorities')

WHEREAS:

- (1) The collaborative forces consider that it is in the interests of the efficiency and effectiveness of their respective police forces to enter into a collaboration agreement under Section 23 of the Police Act 1996 ('the 1996 Act') for the purpose of the discharge of various functions.
- (2) They have agreed to enter into this Agreement on the terms and conditions now set out from the date set out herein.
- (3) The Authorities have approved the making of this agreement pursuant as required by section 23 (6) of the 1996 Act .
- (4) In entering into this Agreement the collaborative forces have had regard to the Statutory Guidance for Police Collaboration issued by the Home Office in accordance with S23 F (2) of the 1996 Act.

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 of a joint operating unit between two or more of the collaborative forces.

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 of a joint operating unit between two or more of the collaborative forces. As a minimum, such operating procedures will make provision for appropriate consultation and notification. .

2. Obtaining and Disclosing Communications Data

2.1 An application for an authorisation to engage in any conduct 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 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 of a joint operating unit between two or more of the collaborative forces.

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 A designated person of any of the collaborative forces may grant authorisations under s28 of the 2000 Act for persons holding offices, ranks or positions in any of the collaborative forces to carry on directed surveillance.

3.3 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 of a joint operating unit between two or more of the collaborative forces.

4. Authorisation of Covert Intelligence Sources

4.1 Persons designated for the purposes of S29 2000 Act in each collaborative force may grant an authorisation for the conduct or use of

a human intelligence source of a joint operating unit between two or more of the collaborative forces.

- 4.2 No such authorisation shall be granted unless it is in accordance with the operating procedures of a joint operating unit between two or more of the collaborative forces which provide for consideration of such authorisations and put arrangements in place satisfying the provisions of S4A of the 2000 Act.

5. Authorisations for Intrusive Surveillance in Relation to Residential Premises

- 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 of a joint operating unit between two or more of the collaborative forces..
- 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 residential premises in an area for which the chief officer's own force is not maintained unless it is made in accordance with the operating procedures of a joint operating unit between two or more of the collaborative forces. As a minimum, such operating procedures must make provision for appropriate consultation and notification.

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.

8. Amendment and Review

This Agreement may be amended by written consent from the chief officers of each of the collaborative forces and shall be reviewed after 5 years

9. Application

The operation of this Agreement is limited to the activities, functions and conduct of a joint operating unit between two or more of the

collaborative forces which has been the subject of a business case approved by the chief officers of the constituent collaborative forces and their Police Authorities.

10. Construction

To the extent that any subsequent agreement entered into under s23 of the 1996 Act for a joint operating unit between two or more of the collaborative forces makes provision for the functions, conduct and activities contained herein this Agreement shall be construed so as to give effect to those later provisions.

11. Indemnity

Subject to any provision in any subsequent agreement between two or more of the collaborative forces and Authorities pursuant to S23 Police Act 1996 for the discharge of functions by joint operating units the authorising chief officer and the relevant Authority will be indemnified by the chief officers of the other collaborative forces and Authorities for any liability, costs or damages arising from, or from conduct pursuant to, an authorisation referred to in this Agreement in the proportions set out in any agreed business case relating to arrangements for a joint operating unit between two or more of the collaborative forces.

12. Limitation

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


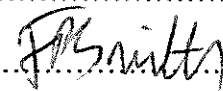
13. Withdrawal


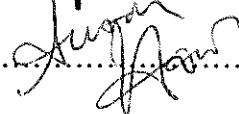
Any collaborative force may withdraw from this Agreement on written notice signed by the chief officer of the withdrawing force to each of the remaining collaborative forces.




14. Termination

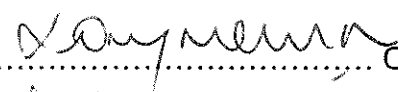

This Agreement may be terminated at any time by the unanimous decision of the chief officers of all the collaborative forces.

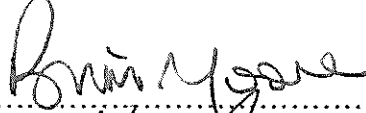

Signed

- 1)  Chief Constable of Avon and Somerset Constabulary
- 6)  On behalf of Avon and Somerset Police Authority

- 2)  Chief Constable of Devon and Cornwall Constabulary
- 7)  On behalf of Devon and Cornwall Police Authority

- 3)  Chief Constable of Dorset Constabulary  ^{Police}
- 8)  On behalf of Dorset Police Authority

- 4)  Chief Constable of Gloucestershire Constabulary
- 9)  On behalf of Gloucestershire Police Authority

- 5)  Chief Constable of Wiltshire Constabulary
- 10)  On behalf of Wiltshire Police Authority