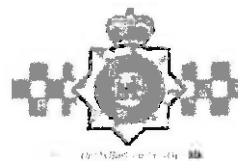


# POLICING

YORKSHIRE & THE HUMBER

*Joint thinking, joint working*



## **POLICE FORCE COLLABORATION AGREEMENT**

**Relating to powers exercisable under  
Regulation of Investigatory Powers Act 2000  
and Police Act 1997**

POLICE FORCE COLLABORATION AGREEMENT

This Police Force Collaboration Agreement is made the 7<sup>th</sup> day of September 2015

BETWEEN

- (1) THE CHIEF CONSTABLE OF HUMBERSIDE POLICE, POLICE
- (2) THE CHIEF CONSTABLE OF NORTH YORKSHIRE POLICE
- (3) THE CHIEF CONSTABLE OF SOUTH YORKSHIRE POLICE
- (4) THE CHIEF CONSTABLE OF WEST YORKSHIRE POLICE

**"Chief Constables"**

AND

- (1) THE POLICE AND CRIME COMMISSIONER FOR HUMERSIDE
- (2) THE POLICE AND CRIME COMMISSIONER FOR NORTH YORKSHIRE
- (3) THE POLICE AND CRIME COMMISSIONER FOR SOUTH YORKSHIRE
- (4) THE POLICE AND CRIME COMMISSIONER FOR WEST YORKSHIRE

**"Police and Crime Commissioners"**

## **1. INTRODUCTION AND LEGAL CONTEXT**

- 1.1** The Chief Constables and Police and Crime Commissioners wish to enter into a Police Force Collaboration Agreement ("Agreement") pursuant to Section 23 of the Police Act 1996.
- 1.2** The Chief Constables observe that criminal investigations may routinely transcend Force boundaries. Therefore the Chief Constables believe that such investigations can be more efficiently and effectively conducted by the co-operation and collaboration of the forces within the Yorkshire and Humber Region. In particular, the Chief Constables are of the view that such co-operation would be significantly enhanced by utilisation of the arrangements permissible under Section 93 of the Police Act 1997 and under Section 22, 23, 29 and 33 of the Regulation of Investigatory Powers Act 2000 ("RIPA") to enable collaboration between forces in the manner in which these statutory powers are authorised.
- 1.3** This Agreement contains a force collaboration provision pursuant to section 22A(2) of the Police Act 1996.
- 1.4** The Chief Constables have obtained the approval of their respective Police and Crime Commissioners in respect of the purpose of this Agreement pursuant to Section 23(6) of the Police Act 1996.
- 1.5** This Agreement will take effect from the Commencement Date and will continue in force until terminated in accordance with Clause 18 of this Agreement
- 1.6** This Agreement will be kept under review in accordance with s22B of the Police Act 1996 and shall in any event be reviewed annually by the CCOB to ensure that this Agreement remains the most efficient and effective way of conducting this area of police work.
- 1.7** The Chief Constables shall be held to account by their respective Police and Crime Commissioners with regards to the discharge of their functions under this Agreement pursuant to s23D(2) of the Police Act 1996.

1.8 The specific operational arrangement whereby the collaboration contemplated within this Agreement will be delivered will be set out in such Standard Operating Procedure as may be agreed between the Chief Constables from time to time.

## 2. DEFINITIONS AND INTERPRETATIONS

2.1 In this Agreement the following terms where the context allows have the following meaning:

“Forces and Collaborating Forces”	One or more of the force whose Chief Constable is party to this Agreement
“the Yorkshire and Humber Region” and “the Region”	The combined geographical Policing areas constituted by Humberside Police, North Yorkshire Police, South Yorkshire Police, and the West Yorkshire Police and the term Regional and Regional Force shall be construed accordingly.
“CCOB”	Chief Constables Operations Board
“Commencement Date”	2015
“First Collaboration Agreement”	The Police Force Collaboration Agreement signed and dated 27 <sup>th</sup> July 2011
“Host Force”	West Yorkshire Police
“Police and Crime Commissioners	the Police and Crime Commissioners responsible for” maintaining Humberside Police, North Yorkshire Police, South Yorkshire Police, and the West Yorkshire Police
“Chief Constable”	A Chief Constable from time to time of any of the forces
“Chief Constables”	A Chief Constable who are collectively party to this Agreement

**“Party/Parties”**

**A party or parties to this Agreement**

**“Police Act”**

**The Police Act 1997**

**“RIPA”**

**Regulation Investigatory Powers Act  
2000**

In this Agreement unless the context requires otherwise:

- 2.2.1 words importing the singular number 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 this 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 references in this agreement to Clauses, Schedules and exhibits are to clauses of and Schedules and exhibits to this Agreement except where otherwise expressly stated
- 2.2.7 headings are used in this Agreement for the convenience of the Parties only and shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the Clauses Schedules or exhibits to which they relate
- 2.2.8 a reference to Humberside North Yorkshire South Yorkshire or West Yorkshire shall be construed as a reference to the force or relevant Police and Crime Commissioner (as the context may require) for the geographical area referred to

### **3. SCOPE AND PURPOSE OF AGREEMENT**

- 3.1 For the avoidance of doubt the Chief Constables confirm that for the purposes of the Police Act 1997 and RIPA this Agreement is made pursuant to Section 23 of the Police Act 1996 such that the Forces assume the status of collaborating forces within the meaning of the Police Act 1997 and RIPA.3.2 The Chief Constables hereby agree that the following collaborating arrangement shall operate during the term of this Agreement within the Region.

### **4. DURATION OF AGREEMENT**

4.1 This Agreement replaces the First Collaboration Agreement and all rights and obligations in respect of the First Collaboration Agreement shall cease to exist from the Commencement Date of this Agreement but without prejudice to any liability that has accrued before the Commencement Date in respect of the First Collaboration Agreement and the rights and obligations of the Parties to this Agreement shall take effect on the Commencement Date of this Agreement and shall continue in full force and effect until terminated in accordance with section 18 hereof.

4.2 This Agreement shall be signed by all the Parties to this Agreement and the original signed documents shall be held by Legal Services at West Yorkshire Police in a waterproof and fireproof safe. All other parties to this Agreement shall be provided with a certified copy of the original signed document for their own records and safe keeping.

## **5. AMENDMENT TO AGREEMENT**

5.1 Without prejudice to the power of the Secretary of State to prohibit the variation of an Agreement under Section 23G(4) of the Police Act, this Agreement may be altered by agreement made in writing between all the Parties.

## **6. DUTIES OF THE FORCES**

6.1 For the duration of this Agreement, the Forces shall:

6.1.1 act diligently and in good faith in all their dealings with each other; and

6.1.2 perform their obligations in accordance with all relevant laws and regulations and in accordance with the terms of this Agreement; and

6.1.3 provide such information to the Lead Force as the Lead Force shall reasonably require from time to time in order to carry out the Function; and

6.1.4 carry out any other obligations as set out in this Agreement or any other obligations reasonably requested by other Forces from time to time.

## 7. COLLABORATION VALUES

- 7.1 The implementation of this Agreement shall adhere to and reflect the following principles:
- 7.2 Openness, communication, trust and information sharing on a formal and informal basis in a timely fashion;
- 7.3 Creating open dialogue between the Forces to discuss and resolve issues arising, irrespective of where faults may lie;
- 7.4 Recognising issues and conflicts will arise and openly acknowledging, discussing and addressing such issues;
- 7.5 Developing agreed and clearly understood mutual objectives whilst recognising and respecting each party's individual objectives;
- 7.6 Ensuring common objectives are clearly communicated, recorded and understood and reflecting any approved changes to those objectives.
- 7.7 Working together to anticipate potential problems and enable the taking of preventative action, where appropriate;
- 7.8 Ensuring there is commitment to sound contract performance management, benefit realisation and reporting, including managing change and risk and that the agreement develops and changes to meet the Parties' business needs;
- 7.9 Taking account of the need to meet the Parties' commitments to diversity and equality of opportunity for their employees and those to whom services are provided;
- 7.10 Recognition that by virtue of the statutory provisions contained in the Police Reform and Social Responsibility Act 2011 which circumscribe the manner of collaboration between forces, it is provided that collaborative arrangements need not always be in the interests of efficiency and



effectiveness of one individual force or policing body, but must serve those interests in respect of one or more or more than one of the collaborative partners.

**8. PROPERTY INTERFERENCE (ENTRY ON OR INTO A PROPERTY OR WITH WIRELESS TELEGRAPHY) SECTION 93 OF THE POLICE ACT**

8.1 An authorising officer as referred to in the Police Act 1997 (“Authorising Officer”) may grant an authorisation to interfere with property on an application made by member of the Authorising Officer's own force (“Authorising Force”) or by a member of a Collaborating Force.

8.2 An Authorising Officer from the Authorising Force may authorise property interference in the Authorising Officer's own force area or that of a Collaborating Force.

**9. AUTHORISATION FOR OBTAINING AND DISCLOSING COMMUNICATIONS DATA (SECTION 22 AND 23 RIPA)**

9.1 A designated person who is a member of an Authorising Force may upon application grant an authorisation to a member of the Authorising Force or to a member of a Collaborating Force to obtain communications data.

9.2 A designated person who is a member of an Authorising Force may Issue upon application a notice requiring disclosure of communications data to a member of the Authorising Force and/or to a member of a Collaborating Force to obtain communications data.

**10. AUTHORISATION FOR THE MANAGEMENT CHIS (SECTION 29 RIPA)**

10.1 A designated person for the purposes of Section 29 (Authorisation of Covert Human Intelligence Sources) of RIPA may grant an authorisation sought under Section 29 RIPA either by a member of the Authorising Officer's own Force or on the application of a member of a Collaborating Force such that where appropriate the necessary arrangements for management of a Covert Human Intelligence Source can be divided between two or more Collaborating Forces.

## **11. AUTHORISATIONS FOR SURVEILLANCE (SECTION 33 RIPA)**

- 11.1 An Authorising Officer may grant an authorisation for direct surveillance (Section 28 RIPA) or CHIS (Section 29 RIPA) on application made a member of the Authorising Force and/or a member of a Collaborating Force.
- 11.2 An Authorising Officer may grant an authorisation for intrusive surveillance on an application made by the Authorising Force and/or by a member of a Collaborating Force.
- 11.3 An Authorising Officer may grant an authority to conduct intrusive surveillance in respect of residential premises that are within the Authorising Forces own geographical area or within the geographical area of a Collaborating Force.

## **12. GOVERNANCE**

- 12.1 The operation of this Agreement will in the first instance be overseen by the Head of Crime with the Host Force and shall be responsible for the effective management and monitoring of all Regional collaborative arrangements contemplated by this Agreement.
- 12.2 The Host Force shall be responsible for reviewing and agreeing a Standard Operating Procedure document to be entered into by all Forces in support of this Agreement.
- 12.3 The Host Force may, where appropriate, seek appropriate statistical information or other data relevant to the operation of this Agreement from the covert operations manager (or equivalent) within each of the Forces. The Forces will immediately draw to the attention of the Host Force any irregularities in the operation of the Agreement or any apparent breaches of relevant legislation or Common Law provisions.
- 12.4 The Host Force will procure such specialist advice and support as may be

necessary in relation to the operation of this Agreement and will be responsible for all Regional strategic planning relating to matters contemplated within this Agreement. The Host Force will provide as often as may be required by the ACCs Assurance Group (but no less than annually) a written report specifying the number of occasions on which the authorities contemplated within this Agreement have been granted, any financial costs associated with the operation of this Agreement, any proposals for the amendment continuation or termination of this Agreement and details of any public complaints or civil claims arising from the operation of this Agreement and their outcome together with details of any communication relating to the operation of this Agreement from the Office of the Surveillance Commissioner.

12.5 The Host Force will as soon as practicable bring to the attention of the ACCs Assurance Group any concerns it has or that have been raised by the Forces as to the effective operation of this Agreement and in particular but without prejudice to the forgoing any financial implications which may exceed current budgetary provision or any incidents offering potential reputational damage to the Region or any of the Forces.

12.6 The provisions in this Agreement dealing with to governance relates solely to the management and monitoring of the collaborative arrangements contemplated within this Agreement and do not affect the command structure or management arrangements within each Force in respect of any aspect of covert policing or the acquisition of communications data.

### **13. CIVILIAN EMPLOYEES**

13.1 By virtue of s38(1) of the Police Reform Act 2002 the Constables may designate a relevant employee as an officer as an investigating officer pursuant to s38(2) of the Police Reform Act 2002. For the avoidance of

doubt such designation and the extent of the powers granted to such an employee are restricted to matters set out in Part 2 of Schedule 4 of the Police Reform Act 2002.

13.2 Pursuant to any civilian employee designated by one Chief Constable as having police powers shall automatically by virtue of section 90 and Schedule 13 of the Police Reform and Social Responsibility Act 2011 be able and entitled to exercise those powers in the area of another police force where it is in the furtherance of this Agreement.

13.3 Where any designation is made pursuant to paragraphs 5.1 and 5.2 above the Chief Constable making the designation must ensure that civilian employee so designated is suitably skilled and trained and shall at all times act in compliance with PACE and all relevant Codes of Practice.

#### **14 CHIEF CONSTABLES' RESPONSIBILITIES**

14.1 The Chief Constable 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 Police Act 1997, RIPA, or any other statute or legal authority which may be contemplated or engaged by this Agreement, such arrangements are in place within the Authorising Force to ensure that notification of that application or authorisation would as soon as reasonably practicable be made to both the Covert Authorities Manager of the Central Authority's Bureaux (CAB) of the Authorising and Collaborating Force or Forces or in the case of operational sensitivity the Head of Crime Department of the Authorising and Collaborating Force or Forces.

14.2 The Chief Constable of the Authorising Force will ensure that appropriate arrangements and safeguards are in place to ensure that Force databases and

records are subject to such checks and scrutiny as may be necessary to identify any issues of: Potential conflict of interest with other investigations, community tensions and sensitivity Compromise of Covert Human Intelligence Sources or of any other aspect of policing activity.

14.3 Following authorisation by a Senior Authorising Officer, the Authorising Force's CAB will in the circumstances in which an authority has been provided to a Collaborating Force, provide that Force with a copy of the relevant authorisation. This shall include the initial authorisation and the authorisations of all reviews renewal and cancellations of that authority.

14.4 The Chief Constable of an Authorising Force will retain all original documentation from the Office of Surveillance Commissioners and in accordance with RIPA the Criminal Procedure and Investigations Act 1996, the regime known as the Management of Police Information and any other relevant statutory provision or Force practice direction. Any ruling direction or other communication made by or received from the Officer of the Surveillance Commissioner by the Authorising Force shall as soon as practicable be brought to the attention of the CAB of the Collaborating Force.

14.5 The Chief Constable of an Authorising Force will immediately bring to the attention of the Host Force any engagement on the part of the Authorising Force with the Investigatory Powers Tribunal in respect of a particular authorisation. Subject to any rulings to the contrary by a competent Court or Tribunal the responsibility for responding to any requirements of the Investigatory Powers Tribunal shall remain with the Chief Constable of the Authorising Force and not the Chief Constable of the Collaborating Force.

14.6 The Chief Constables have agreed that officers or other personnel who have received their vetting clearance at a designated level within their own Force shall be

treated by the Collaborating Force for all purposes as if they had received the same vetting clearance within the Collaborating Forces and in particular should be entitled to receive information and access databases belonging to Collaborating Forces commensurate with their vetting clearance.

14.7 The Chief Constables agree that to give full effect to the purpose of this Agreement and to reflect the spirit of partnership which it embodies they will provide each other and their respective Forces with such support and assistance as may be necessary to assist in the discharge of all responsibilities or the resolution of any complaints, claims, or proceedings arising out of this Agreement.

## 15. COMPLAINTS AND MISCONDUCT

15.1 All complaints and conduct issues raised by or against any Personnel whilst engaged whether permanently or temporarily in connection with this Agreement will be dealt with by their own Force or Commissioners in accordance with the relevant legislation for recording, managing and resolving complaints and conduct matters from time to time in force and in accordance with that Force's Professional Standards protocols or discipline policies relating to police civilian members of staff and the "appropriate authority" (as defined within the Police Reform Act 2002) within each Force shall at all times retain responsibility for complaints and conduct matters relating to members of such Force.

15.2 In the case of complaints or conduct issues relating to Personnel from more than one Force arising out of their working jointly in connection with this Agreement (whether or not such Personnel have been the subject of a transfer of direction and control in accordance with clause 20 hereof) then such cases will be dealt with on a case by case basis but;

15.3 There will be a presumption that the department responsible for professional standards of the Force in whose policing area the complaint or conduct is alleged or believed to have occurred will be responsible for investigating those matters.

15.4 Where a number of Personnel from more than one Force are due to

face misconduct or gross misconduct allegations arising from a joint working incident then the appropriate authority (within the meaning of the Police Reform Act 2002 and any regulations made there under) in each Force will agree on the appropriate arrangements for the investigation and disposal of such matters with consideration being given to the appointment of a single officer or single panel to deal with such matters.

## 16 MANAGEMENT OF INFORMATION

16.1 For the purposes of the Data Protection Act 1998 each Chief Constable remains the Data Controller for any personal information recorded (in whatever format) on any information system under the Chief Constables control.

16.2 For the purposes of the Freedom of Information Act 2000 ("FOIA") a Force receiving a request under FOIA (acting where appropriate in consultation with one or more of the other Forces) will be responsible for responding to that request and with any subsequent compliance requirement under FOIA. Any FOIA requests received by any Force which relate to or touch upon the subject matter of this Agreement will be brought to the attention of the other Forces as soon as practicable and at the request of the Force in receipt of the FOIA request the Collaborating Forces will offer all reasonable assistance for the purposes of responding to the FOI request or any subsequent compliance requirement.

## 17 TERMINATION

17.1 This Agreement will terminate on written agreement between the Chief Constables approved and authorised by their respective Police and Crime Commissioners provided that it has not been terminated earlier by operation of law or statute.

17.2 Should one or more Chief Constables wish to withdraw from this Agreement and receives the support their respective Police and Crime Commissioner for so doing then the remaining Chief Constables may with the approval of their respective Police and Crime

Commissioners enter into a new Agreement in accordance with Section 23 of the Police Act 1996.

17.3 The Chief Constables agree that any notice to terminate this Agreement must be given to all other Chief Constables and their respective Police and Crime Commissioners.

## **18 CONSEQUENCE OF THE TERMINATION OF THE AGREEMENT**

18.1 In the event of the termination of this Agreement then responsibility for the conduct of all ongoing policing operations within the Region which have been subject to Collaborating support provided in accordance with this Agreement shall transfer to and become the responsibility of the Chief Constable for the policing area in which that operation is, or is mainly situated or based.

18.2 Notwithstanding the transfer of responsibility for operations as contemplated in the preceding paragraph of this Agreement the Chief Constables agree to provide such support, whether operational, financial or other, as may be necessary to enable the Chief Constable assuming responsibility for such operation to progress and complete it (to prosecution if appropriate) as effectively as possible.

## **19 DISPUTES AND ARBITRATION**

19.1 Any dispute between the parties arising out of or in connection with this Agreement or its dissolution with in the first instance be referred to the Chief Constables who shall convene a meeting as soon as may be convenient for discussion and shall attempt to resolve the matter. If the dispute is not resolved at that meeting (or any subsequent meeting if the Chief Constables shall agree to defer discussion) then the dispute shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with



Arbitration Act 1996.

19.2 Nothing in clause 19.1 above shall restrict the ability of any of the parties at anytime during the dispute resolution procedure referred to from commencing legal proceeding to preserve their legal rights or to seek a remedy pending outcome of the dispute resolution procedure.

## **20 CHIEF OFFICER'S DIRECTION AND CONTROL**

20.1 The parties agree that the collaboration contemplated within this Agreement does not necessitate the transfer of direction and control of any police officers or staff from the Forces and accordingly each Chief Constable will retain direction and control of each and every police officer or member of staff from such Chief Constables force who may participate in any of the forms of collaboration authorised by this Agreement.

## **21 CONFIDENTIALITY**

21.1 Each party shall save for the purposes of criminal investigation or prosecution or publication under Section 23 E of the Police Act 1996.

21.1.1 Treat as confidential all information coming into its possession as a result of this Agreement.

21.1.2 Take all necessary and reasonable steps to ensure that all such information is retained securely and processed only in accordance with the Data Protection Act 1998.

21.1.3 Not duplicate or impart to a third party any such information or documents relating to and including this Agreement without the prior written consent of all parties which consent should not be unreasonably withheld.

## **22 LIABILITIES**

22.1 Save that any liabilities resulting from any activity under clause 15 hereof will remain the responsibility of the Chief Constable of the authorising Force concerned, each Chief Constable shall remain solely liable for the acts and omissions or purported acts and omissions of all officers and staff working under such Chief Constable's direction and control.

## 23 NOTICES

23.1 Any notice to be given under this Agreement must be in writing and may be delivered to the other Chief Constable or Chief Constables by any of the methods set out in the left hand column below and will be deemed to be received on the corresponding day set out in the right hand column.

Method of service	Deemed date 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 after sending confirms complete and error-free transmission of that notice to the correct fax number)	The next Business Day or, if sent before 16:00 on the Business Day it was sent
By email (provided the recipient sending confirms complete and error-free transmission of that notice to the correct email address)	The next Business day or, if sent before 16:00 on the Business Day it was sent

**24 BINDING NATURE OF THIS AGREEMENT**

24.1 This Agreement is binding upon the parties and their respective successors.

**25 LEGAL OR UNENFORCEABLE PROVISION**

25.1 If the whole or any part of any provision of this Agreement is void or unenforceable the other provisions of this Agreement and the enforceable part of any void or unenforceable provision will nonetheless continue in full.

**26 WAIVER OF RIGHTS**

26.1 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, such failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver by a Party of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on future occasion.

**27 FORMALITIES**

27.1 Each party will take any action and execute any document reasonably requested by any other party to give effect to any of its rights under this Agreement.

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

**28 PUBLICITY**

28.1 The parties shall not take steps to publicise the existence of this Agreement or any operational investigation undertaken in relation to any authorisation provided pursuant to this Agreement without the express consent of each of the Chief Constables.

28.2 No party shall issue any press release or any other public document or make any public statement 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 each of the Chief Constables.

## **29 GOVERNENING LAW**

29.1 This Agreement is governed by and is to be construed in accordance with English law and the English Courts who shall have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Agreement.

## **30 WHISTLEBLOWING**

30.1 Any officer or member of staff of a Force who wishes to make a qualifying disclosure within the meaning Public Interest Disclosure Act 1998 must make that disclosure in accordance with the appropriate reporting mechanisms to the Relevant Officer within his or her own Force notwithstanding that the information to be disclosed may relate to a Collaborating Force.

## **31. NO AGENCY OR PARTNERSHIP**

31.1 Nothing in this Agreement shall be deemed either to constitute a partnership between the Parties or constitute any Party the agent of any other Party.

31.2 No Party shall act or describe itself as the agent of any other Party, nor shall it make any representation that it has the authority of a Commissioner to make any commitments on behalf of any other Parties.

## **32. ENTIRE AGREEMENT**

32.1 This Agreement, including any appendices, 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 the Parties.

**33. STATUTORY POWERS**

33.1 Nothing contained or implied in this Agreement should 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 of the Parties pursuant to their respective functions may be as fully and effectually exercised as if this Agreement had not been made.

**34 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

34.1 For the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the Parties state that they do not intend any term of this Agreement to be enforced by any third parties.

**35. ASSIGNMENT**

35.1 Except where assignment or transfer occurs or is made necessary by operation of law none of the Parties may assign or transfer this Agreement as a whole, or any of the rights and obligations under it, without first obtaining the written consent of all the other Parties, such consent not to be unreasonably withheld or delayed.

**36. BINDING NATURE OF THIS AGREEMENT**

36.1 This Agreement is binding upon the Parties and their respective successors and permitted assigns.

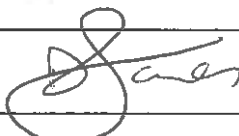
**37. COUNTERPARTS**

37.1 This Agreement may be signed in any number of counterparts and this has the same effect as of the signatures on counterparts or on a single copy of this Agreement.

Section 23 Police Force Collaboration Agreement (PFCA) IN

WITNESS whereof the Parties have signed on the date indicated.

Chief Officer Name:	
Signature:	
Date:	
Force:	HUMBERSIDE POLICE


Chief Officer Name:	D. JONES
Signature:	
Date:	16/9/15
Force:	NORTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	SOUTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	WEST YORKSHIRE POLICE

WITNESS whereof the Parties have signed on the date indicated.

Signature:	
Date:	
	For and on behalf of the Police and Crime Commissioner for HUMBERSIDE POLICE

Chief Officer Name: <i>PEC</i>	J MULUGAN
Signature:	
Date:	16/9/15
Force:	For and on behalf of the Police and Crime Commissioner for NORTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	For and on behalf of the Police and Crime Commissioner for SOUTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	For and on behalf of the Police and Crime Commissioner for WEST YORKSHIRE POLICE

Section 23 Police Force Collaboration Agreement (PFCA) IN

WITNESS whereof the Parties have signed on the date indicated.

Chief Officer Name:	JUSTINE CURRAN
Signature:	J. A. Curran
Date:	15.10.2015
Force:	HUMBERSIDE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	NORTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	SOUTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	WEST YORKSHIRE POLICE



WITNESS whereof the Parties have signed on the date indicated.

Signature:	<i>Matthew Grove</i>
Date:	11/11/2015
	For and on behalf of the Police and Crime Commissioner for HUMBERSIDE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	For and on behalf of the Police and Crime Commissioner for NORTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	For and on behalf of the Police and Crime Commissioner for SOUTH YORKSHIRE POLICE

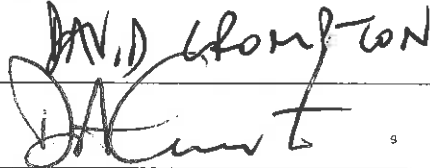
Chief Officer Name:	
Signature:	
Date:	
Force:	For and on behalf of the Police and Crime Commissioner for WEST YORKSHIRE POLICE

Section 23 Police Force Collaboration Agreement (PFCA) IN

WITNESS whereof the Parties have signed on the date indicated.

Chief Officer Name:	
Signature:	
Date:	
Force:	HUMBERSIDE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	NORTH YORKSHIRE POLICE


Chief Officer Name:	DAVID GLOMPTON
Signature:	
Date:	21st October 2015
Force:	SOUTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	WEST YORKSHIRE POLICE

WITNESS whereof the Parties have signed on the date indicated.

Signature:	
Date:	
	For and on behalf of the Police and Crime Commissioner for HUMBERSIDE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	For and on behalf of the Police and Crime Commissioner for NORTH YORKSHIRE POLICE

Chief Officer Name:	MICHELLE BUTTERY - CHIEF EXECUTIVE
Signature:	
Date:	19th November 2015
Force:	For and on behalf of the Police and Crime Commissioner for SOUTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	For and on behalf of the Police and Crime Commissioner for WEST YORKSHIRE POLICE

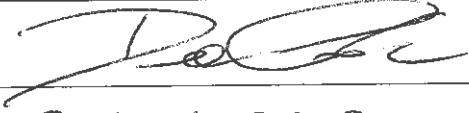
Section 23 Police Force Collaboration Agreement (PFCA) IN

WITNESS whereof the Parties have signed on the date indicated.

Chief Officer Name:	
Signature:	
Date:	
Force:	HUMBERSIDE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	NORTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	SOUTH YORKSHIRE POLICE

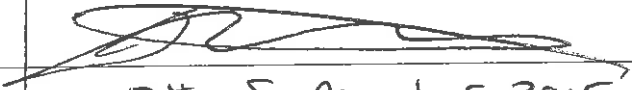
Chief Officer Name:	Dee COLLINS
Signature:	
Date:	8 Sept 2015
Force:	WEST YORKSHIRE POLICE

WITNESS whereof the Parties have signed on the date indicated.

Signature:	
Date:	
	For and on behalf of the Police and Crime Commissioner for HUMBERSIDE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	For and on behalf of the Police and Crime Commissioner for NORTH YORKSHIRE POLICE

Chief Officer Name:	
Signature:	
Date:	
Force:	For and on behalf of the Police and Crime Commissioner for SOUTH YORKSHIRE POLICE

<del>Chief Officer Name:</del> SC	STEPHANIE LEAVER
Signature:	
Date:	7th September 2015
Force:	For and on behalf of the Police and Crime Commissioner for WEST YORKSHIRE POLICE