



Association
of Police
Authorities



STATUTORY GUIDANCE FOR POLICE COLLABORATION

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This Statutory Guidance was developed by the Home Office with the assistance of consultants from Tribal involving wide consultation and review with partners throughout the police service. It has been endorsed by the tripartite National Police Protective Services Board (a sub-committee of the National Policing Board) whose member organisations include the Home Office, the Association of Chief Police Officers, the Association of Police Authorities, the Association of Police Authority Chief Executives, Her Majesty’s Inspectorate of Constabulary and the National Policing Improvement Agency. It has also been approved by the Police Advisory Board of England and Wales. All of the above organisations, as well as the many individual reviewers and reference group members, are thanked for their substantial contributions.

Through this Statutory Guidance document the Secretary of State is exercising his power (in section 23F of the Police Act 1996 (as amended by the Policing and Crime Act 2009)) to provide guidance about collaboration agreements or related matters. In discharging their functions, chief officers and police authorities must take the Guidance into account in considering whether or not to enter a collaboration agreement and in planning and making collaboration agreements. The duty to have regard to the Guidance does not absolutely require that the Guidance is followed in every case: compliance with the Guidance is not mandatory but chief officers and police authorities should give it proper consideration and should follow it unless there are reasonable grounds not to do so. It is advisable to record the reasons for any departure from the Guidance, as action taken in contravention of it may be vulnerable to legal challenge. The content of the Guidance must be drawn to the attention of relevant decision makers.

READERS SHOULD REFER TO THE GLOSSARY AT ANNEX B TO ENSURE A CLEAR UNDERSTANDING OF TERMS FOR WHICH A PARTICULAR MEANING IS USED IN THIS GUIDANCE (E.G. “COLLABORATION AGREEMENT” AND “SECONDMENT”).

Introduction

1. This Statutory Guidance for Police Collaboration is published to assist police authorities and forces considering and implementing collaborative working as a means to achieving more efficient and effective delivery of policing services. It includes clarification of the relevant legislation that governs collaboration in the police service, in particular of Sections 23-23I of the Police Act 1996 (referred to as “the Act” for the remainder of this document) which set out the provisions under which collaboration agreements may be made by police forces and police authorities and which were amended and expanded by the Policing and Crime Act 2009.
2. The guidance provided in this document does not supersede the obligation of police officers and police authorities to comply with existing legal requirements, including the requirements of employment law and police regulations where applicable, as for all other police work.
3. The text of this document is also included and highlighted within the content of the Toolkit for Police Collaboration¹. Some headings in this document also indicate colour-coded cross-references to the Toolkit for Police Collaboration indicating the Stages, Sections and Parts of the Toolkit where its content is replicated, as below, right:

Stage | Section | Part

4. The purpose of this Guidance and the associated Toolkit is to enable police forces and authorities to collaborate more easily and effectively. This document provides clarification of the legislation that supports collaboration in the police service and guidance on key aspects of planning and implementation. The Toolkit further identifies a range of potential barriers to collaboration and provides potential mitigating strategies to help users overcome them and references to other sources of information, legislation and guidance material.
5. To ensure the Guidance and Toolkit are relevant, practical, based on real expertise and meet the needs of forces and authorities, the Home Office has consulted with a wide range of stakeholders from across the service, including those who have experienced collaboration directly themselves. The Toolkit will be updated regularly and maintained as an online resource. This Statutory Guidance will be updated from time to time through the normal channels involving consultation with the appropriate stakeholders. Any recommendations for updates should be forwarded to

police.collaboration@homeoffice.gsi.gov.uk.

¹ Contact police.collaboration@homeoffice.gsi.gov.uk for a copy of the Toolkit for Police Collaboration.

6. Further support and advice on police collaboration is available from the National Policing Improvement Agency's Collaboration Support Centre (collaboration.support@npia.pnn.police.uk). The NPIA should in particular be consulted wherever collaboration plans involve ICT investment: ICT can be a critical enabler/obstacle to successful collaboration and the full potential benefits to the police service from ICT solutions can only be achieved where these decisions are consistent with wider national strategies (see the Toolkit for more details).

NOTE ON DIRECTION AND CONTROL

7. The ability of police force collaboration agreements to specify arrangements for the transfer of direction and control is an important development introduced by the Policing and Crime Act 2009. The appropriate assignment of direction and control is clearly important to the effective running of policing services under collaborative arrangements, where some police officers and police staff may be working outside their home force area under a different command structure, and this also carries with it significant additional implications: liabilities and the responsibility for dealing with public complaints are associated and transferred with direction and control, although disciplinary matters arising from public complaints and the primary responsibilities for the health and safety of officers and police staff remain with the chief officer of their home force. Chief officers and police authorities will need to consider carefully the implications of these issues when drafting collaboration agreements and should specify clearly within those agreements where specific arrangements should be included to account for the transfer of responsibilities, including indemnities where agreed. In particular, vicarious liability will usually follow direction and control and it is important that collaboration agreements should specify that this is also transferred, unless there are unusual circumstances in which such transfer would be inappropriate. These areas are addressed in more detail in the following sections:

- *Legal requirements of the Police Act 1996 / LEGAL FRAMEWORK / DIRECTION AND CONTROL*
- *Legal requirements of the Police Act 1996 / LEGAL FRAMEWORK / LIABILITY*
- *Legal requirements of the Police Act 1996 / LEGAL REQUIREMENTS / CONSIDERATION OF DIRECTION AND CONTROL IN S23 AGREEMENTS*
- *Workforce arrangements*
- *Legal duties and liability for breach / VICARIOUS LIABILITY FOR UNLAWFUL ACTS OF POLICE OFFICERS AND STAFF*
- *Legal duties and liability for breach / HEALTH AND SAFETY*

Legal requirements of the Police Act 1996

Vision, strategy and feasibility | 5. Legal requirements

8. This section provides a summary of the legal structure for policing and the provision of support to other police forces, it reviews the specific legal requirements of the Police Act 1996 (as amended) that collaborations must be aware of and comply with during the preparation of a collaboration agreement. Further duties and considerations in respect of liabilities that collaborations must be aware of, and where necessary conform to, when delivering collaborations are set out in the later section ***Legal duties and liability for breach***. Where applicable, certain considerations will be referred to elsewhere in the Toolkit for Police Collaboration.

LEGAL FRAMEWORK

Vision, strategy and feasibility | 5. Legal requirements | A. Legal framework

9. The Act sets out the legal framework for policing in England and Wales. All statutory references in this Guidance refer to that Act unless indicated otherwise. This part of the Guidance summarises the framework for policing with reference to its impact on collaboration.

FORCE STRUCTURE

10. The Act establishes that there are 43 police areas in England and Wales (s1). Each police area has a police force (refer s2 with regard to police forces outside London and s5A with regard to the Metropolitan Police Service) which is directed and controlled by a chief officer (s9A and s10) (refer s101(1) with regard to the City of London Police). Members of police forces are organised into ranks, “constable” being both a rank in itself and also the office held by sworn police officers of all ranks. The British Transport Police (BTP) and the Civil Nuclear Constabulary (CNC) are also included within the scope of the provisions in the Act on police collaboration although they fall outside the 43 “Home Office Forces” structure and are subject to separate legislation.

POLICE AUTHORITY STRUCTURE

11. The police authorities are governed by the Act and relevant local government legislation and their performance is scrutinised through joint inspections by Her Majesty’s Inspectorate of Constabulary and the Audit Commission. The key functions of a police authority are set out in s6 of the Act (with the exception of the Common Council which has the role of police authority for the City of London Police): to secure the maintenance of an efficient and effective police force for its area and to hold the chief officer of that force to account for the exercise of his/her functions and those of persons under his/her direction and control. s6ZA(2) also empowers the Secretary of State to make an order requiring a police authority to secure that arrangements are made for its force to co-operate with other police forces whenever necessary or expedient. Under this provision, the Police Authorities (Particular Functions and Transitional Provisions) Order 2008 provides that a police authority should “secure that arrangements are made for the police

force maintained for its area to co-operate with other police forces where such co-operation would be in the interests of the efficiency or effectiveness of the police force maintained for its area or of one or more police forces maintained for the areas of other police authorities”. This placed a new responsibility on police authorities to look beyond their own force area boundaries in considering the drivers for collaboration and to use this responsibility to pursue collaboration in the interest of the efficiency or effectiveness of policing generally.

THE SECRETARY OF STATE

12. (The references in the following paragraph are to the Secretary of State for the Home Department. The Minister with responsibility for the BTP is the Secretary of State for Transport and the Minister with responsibility for the CNC is the Secretary of State for Energy and Climate Change. The powers described below and the powers and directions described below in **LEGAL REQUIREMENTS** are the responsibility of the relevant Secretary of State of these two departments).
13. The Secretary of State does not generally intervene in operational policing matters but has specific powers set out in statute. The most relevant powers are referred to in the following analysis. Exceptions to that are set out in statute and the relevant powers are referred to in **LEGAL REQUIREMENTS**. In exercising the powers under much of the Act he/she must act in a manner best calculated to promote the efficiency and effectiveness of the police (s36). The Secretary of State does not fund chief officers and forces directly; rather the Secretary of State funds the relevant police authority (s46 to s48). He/she may set strategic priorities for police authorities (save for the Common Council) and set performance targets aimed at achieving those priorities (s37A and s38). He/she may, if he/she considers it to be necessary for the purposes of promoting the efficiency and effectiveness generally of police forces in England and Wales, issue codes of practice relating to the discharge of their functions by chief officers (s39A) and may also issue codes of practice relating to the discharge by police authorities (except the Common Council) of their functions (s39). Since 1st April 2007, the Secretary of State also has the power to give directions to police authorities to take specified measures where any function of the relevant police force or police authority is not being discharged in an effective manner (s40 and s40A). The provisions in s23G of the Act reinforce the role of the Secretary of State to give statutory directions, on which there must be consultation, on specific collaboration issues.

POLICE POWERS AND FORCE AREAS

14. A constable will be under the direction and control of his/her chief officer unless direction and control is transferred to another chief officer as is permitted under s23 or s24 of the Act. A member of police staff may also be under the direction and control of his/her chief officer (where employed solely to assist the police force maintained by their police authority (s15(2))) unless direction and control is transferred to another chief officer as is permitted under s23 or s24 of the Act. A constable must abide by lawful

orders (Schedule to the Police (Conduct) Regulations 2008, S.I. 2008/2864). A constable has jurisdiction throughout England and Wales (and the adjacent territorial waters) (s30). He/she may therefore exercise his/her powers in a police area other than the one in which his/her force generally operates. It is common practice for a constable to enter a police area other than the area of his/her force for purposes relating to the policing of his/her own force area. In some cases (and where practicable), notification will be given to the chief officer of the host police force. In some cases there will be bilateral protocols between neighbouring forces as to how specific issues will be dealt with. However, advice from Her Majesty's Inspector of Constabulary (HMIC) is that the consent of the chief officer of the host police force is not required but is obtained where possible as a matter of courtesy and good practice, and in practice it is always obtained in cases involving the use of firearms, the potential use of lethal force and the use of intercept (intercept technology, powers, equipment etc.).

DIRECTION AND CONTROL

15. A police force is under the direction and control of the chief officer for that force. This does not mean that the chief officer must give every order: the delegation of appropriate powers to suitable people (both police officers and police staff) is permitted, by which the chief officer remains ultimately responsible for actions carried out by others under his/her authority (*R (Chief Constable of the West Midlands Police) v. Gonzales & Ors* [2002] EWHC 1087 (Admin)). S88 of the Act makes specific provision for vicarious liability (see also ***Legal duties and liability for breach*** below).
16. Where the chief officer, the officer giving the order and the officer receiving the order are all members of the same force, it is clear that responsibility rests with the chief officer.
17. A chief officer ("the first chief officer") may authorise the passing of direction and control of designated police officers or members of police staff to the chief officer of another force ("the second chief officer") under the terms of an agreement for assistance or collaboration. The first chief officer may require police officers or members of police staff so designated to take orders on a day to day basis from the second chief officer (or from an officer or member of police staff of the second force lawfully delegated by him/her to exercise command and control). Where the passing of direction and control has been authorised under the terms of an agreement, the second chief officer will be ultimately responsible for the designated police officers and members of police staff, 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 (s.88).
18. Where a senior police officer is appointed with special responsibility for collaboration, for example on behalf of a policing region, his/her position in terms of direction and control should be clarified within collaboration agreements.

ASSISTANCE BETWEEN FORCES THROUGH THE PROVISION OF MUTUAL AID

19. s24 of the Act provides for one chief officer to provide “constables or other assistance” to another chief officer on request, which is envisaged as a short term measure. Such assistance can be provided “for the purpose of enabling the other force to meet any special demand on its resources”. Any constable provided under s24 will be under the direction and control of the chief officer of the receiving force (s24(3)). In this way, s24 provides a mechanism whereby direction and control can pass from one chief officer to another. The Secretary of State can direct a force to provide assistance to another force under s24 for the purposes of meeting a special demand on the recipient’s resources where he is satisfied that arrangements cannot be made, or cannot be made in time, between forces for that purpose (s24(2)).
20. Where assistance is provided under s24 the police authority of the receiving force will pay to the police authority of the donor force “such contribution as may be agreed upon” between those two authorities or, in the absence of such agreement, under any agreement between all police authorities generally or, in the absence of such agreement, as may be determined by the Secretary of State (s24(4)). S24 is a method of temporarily moving police resources (in the form of officers) from one force to another to meet special demands and is therefore a clear statutory exception to the basic principle that a chief officer should use his/her officers to police his/her own area or to deal with crime related to his/her own area. A comparison between the provisions of s23 and s24 can be found in ***THE DIFFERENCE BETWEEN MUTUAL AID AND COLLABORATIONS*** below.

AD HOC ASSISTANCE ARRANGEMENTS

21. It is not uncommon for ad hoc assistance arrangements to be made between forces whereby assistance is provided to another force without direction and control passing. Such ad hoc arrangements do not rely on the existence of a special demand on resources (e.g. they could cover regular training) or the approval of the relevant police authorities. Where officers from several different forces work together under such arrangements they remain under the direction and control of their chief officers but take their day to day operational instructions from (i.e. work under the command and control of) the lead officer within the team (who may be from any participating force) and work on behalf of the recipient force. Such arrangements give rise to a co-operation network from which all forces benefit. Due to the fact that a particular force may hold particular expertise or resources, the mutual aid arrangements improve the overall efficiency and effectiveness of policing. HMIC is regularly involved in identifying the relevant expertise and resources and liaising with the chief officers in question. It could be argued that appropriate use of s23 or s24 should be used over such ad hoc arrangements. However, ad hoc arrangements are a very well established practice and provide an important means of ensuring that assistance can be provided where there is no special demand on a force’s resources and that direction and control (and liability) does not transfer with such assistance. Where forces assist each other on an ad hoc basis payment arrangements vary. Such assistance is

often given for mutual benefit with only additional costs (such as overtime and subsistence) being recovered.

22. The provisions in the Act do not specify any minimal qualification for arrangements requiring s23 or s23A collaboration agreements but this does not imply that less formal ad hoc arrangements are not permitted. The police forces and authorities planning to work together will need to agree on the extent to which the issues covered by this Guidance come into play and require the protection of a more formal, written agreement. Such issues might include the complexity of the arrangement, risks, funding, whether there would be advantages in transferring direction and control under the arrangement (including more appropriate assignment of responsibilities and liabilities) and whether the distribution of costs and/or benefits require formal agreements. Ad hoc arrangements would also be expected to be of a more short-term nature than collaborations that require a formal agreement.

COLLABORATION BETWEEN FORCES

23. s23 provides for joint working between two or more forces and/or two or more police authorities where in the opinion of the chief officer or police authority the collaboration delivers greater efficiency or effectiveness to at least one of the participating forces or authorities. **LEGAL REQUIREMENTS** below presents a detailed account of the provisions of s23.

REGULATIONS ABOUT STANDARDS OF POLICE EQUIPMENT

24. s53 enables the Secretary of State to make regulations as to standards of police equipment including IT software and hardware on the grounds of efficiency and effectiveness for one or more police forces in England and Wales. Before making any regulations under this section the Secretary of State shall consult the Association of Police Authorities (APA) and the Association of Chief Police Officers (ACPO) on these matters. Such regulations do not require s23 collaboration agreements.

REGULATIONS ABOUT SPECIFIED PROCEDURES AND PRACTICES

25. s53A enables the Secretary of State to make regulations for one or more police forces in England and Wales to adopt certain procedures or practices if Her Majesty's Chief Inspector of Constabulary is satisfied that they are necessary for the adoption of the procedure or practice and that the procedure or practice is itself necessary in order to facilitate the carrying out by members of two or more police forces of joint or co-ordinated operations or is in the national interest and to promote efficiency and effectiveness (s53A(7)). Regulations under s53A may make different provision for different cases and circumstances (s53A(8)). Regulations made under this section would involve consultation with the NPIA, the APA and ACPO. Such regulations do not require s23 collaboration agreements.

REGULATIONS ABOUT SPECIFIED FACILITIES AND SERVICES

26. s57(3) allows the Secretary of State to make regulations requiring one or more police forces in England and Wales to use specified facilities and services. Such regulations cannot be made unless the Secretary of State considers it necessary to do so for the purpose of promoting efficiency and effectiveness of the police. The facilities or services in question may, but need not, be those provided or maintained by the Secretary of State under s57(1). Before making regulations under this section the Secretary of State shall consult the APA and ACPO. Such regulations do not require s23 collaboration agreements.

LIABILITY

27. As outlined above, vicarious liability for an officer's conduct rests with the chief officer who exercises direction and control over that officer (s88). The position under health and safety legislation is more complex, in that different duties will attach to the officer's home force and to other forces in the collaboration agreement. In the case of police staff, the primary employer responsibilities and liability under the Health and Safety at Work etc. Act 1974 are with the individual's employing police authority. See *Legal duties and liability for breach* below.

LEGAL REQUIREMENTS

Vision, strategy and feasibility | 5. Legal requirements | B. Legal requirements

28. Under the Police Act 1996, as amended by the Policing and Crime Act 2009, collaboration agreements fall into two distinct types - police force collaboration agreements (PFCAs) and police authority collaboration agreements (PACAs) – in order to distinguish between the different functions and responsibilities on which forces and authorities need to agree their arrangements for discharging them jointly.

THE BASIS OF A COLLABORATION AGREEMENT

29. s23(1) enables the chief officers of two or more police forces to make an agreement about the discharge of functions by members of any of their forces – a PFCA. Functions comprise **all and any of the powers and duties of police forces**. PFCAs are focused on providing collaborative operational services (e.g. firearms or investigation officers) or operational support (e.g. dog training, control room or forensic services).
30. s23A(1) and s23A(3) enable two or more police authorities to make an agreement about the provision of support for any of those police authorities and/or for any of the police forces which they maintain – a PACA. PACAs are focused on support functions that explicitly includes premises, equipment, police staff, services and facilities but this list is not exhaustive and agreements may extend to other areas within a police authority's responsibilities. A collaboration agreement involving police staff under a chief officer's direction and control might be either a PACA or a PFCA, but both are not required.

31. This division of functions and responsibilities reflects the fact that police forces do not have legal personality and it is their police authorities which, for example, own property, insure liability and employ people, while the police forces are responsible for delivering operational policing services. In practice, separate agreements of each kind are unlikely to be common, indeed for the majority of collaborations it will be necessary in practice to have both agreements developed and completed in parallel to enable the collaboration to work effectively. Where two separate agreements are appropriate they can be **part of the same document**. For example Part A of the document comprises a PFCA signed by the chief officers of two or more police forces and Part B comprises a PACA signed on behalf of two or more police authorities (it should be noted that the approval by a police authority of a PFCA does not need to be captured in a PACA and the renewal of a PACA associated with a PFCA does not necessarily imply that the PFCA must also be renewed/re-authorised). In practical terms the preparation, planning, publicity and launch will be conducted jointly by forces and police authorities. However, in such circumstance it is advisable for such an agreement to have some common provisions (for example, it should share a common set of definitions, and stock legal clauses such as *force majeure*, provisions for notices, and such like). However, even in a single document, the provisions of a PFCA and the provisions of a PACA should be independent of each other so that it is possible to vary and/or terminate one agreement without affecting the terms and effect of the other agreement. The agreement template included with the Toolkit for Police Collaboration represents a single PFCA/PACA document.
32. The distinction between PFCAs and PACAs is based on the need to identify clearly the separate roles of those organisations and the different things that they will be agreeing to under a collaboration arrangement. A PFCA allows for the collaboration of officer resource whilst a PACA allows for a collaboration to use an authority's facilities, estate or other resources.

THE SCOPE OF A COLLABORATION AGREEMENT

33. Under s23(2) a PFCA can allow:
- the joint discharge of functions by officers and staff of police forces.
 - officers and staff of a police force to discharge functions in another force's area.
 - officers and staff of a police force to be provided to another police force
34. Under s23A(2) a PACA can allow:
- support to be provided jointly by two or more authorities.
 - support to be provided for two or more authorities or forces jointly.
 - an authority to provide support to another authority or to a force maintained by another authority.
 - two or more police authorities to combine in buying in support.

35. The functions or support must be specified in the agreement. However, they may be identified generically. For example, forces might agree to collaborate in the provision and deployment of firearms officers, a self contained specialist function, but equally they might choose to collaborate in the response to a particular group of crimes (e.g. those with a regional element, or an overseas connection).
36. A police authority may provide support to another authority or to a police force maintained by that authority. This would involve the provision of goods and services by one police authority to another police authority or authorities, or to a police force or forces maintained by those other authorities.

CONSIDERATION OF DIRECTION AND CONTROL IN S23 AGREEMENTS

37. The Policing and Crime Act 2009 introduced to the collaboration provisions in the Police Act 1996 the facility for collaboration agreements to make arrangements for the transfer of direction and control in accordance with the terms of those agreements. s23(3), s23(4) and s23(7) can allow:
 - for the discharge of functions by police staff who are under the direction and control of a chief officer who is a party to the agreement;
 - for officers or police staff of one force to be under the direction and control of the chief officer of another force if both forces are part of a s23 agreement.
38. s10 of the Act provides that the chief officer of a force has the direction and control of all members of that force. s88 of the Act states that the chief officer is liable in respect of torts (civil wrongs) committed by police staff or officers under his/her direction and control. However, provision may be made in a PFCA for another chief officer to exercise direction and control. It is important that the s23 agreement makes provision as to which chief officer is to exercise direction and control of any members of a force who are to discharge functions in the area of another force. This may be a different chief officer for different situations depending on local priorities or resources and the s23 agreement must account for this.
39. s23A(4) states that police authorities must receive the chief officer's approval if the PACA includes provision about the discharge of functions by employees (i.e. police staff) who are under the direction and control of the chief officer. This requirement for approval reinforces the need for the majority of agreements to be completed in a conjoined manner by police forces and authorities. See **AGREEMENT AND CONSULTATION** below.

ASSESSING THE CASE FOR COLLABORATION

40. It should be noted that police authorities have the overriding authority in determining questions of the relative efficiency or effectiveness of individual collaboration options.
41. s23(5) states that it is a pre-condition of entering into a PFCA, that the chief officers who are parties to that agreement each think that the agreement is in the interests of the efficiency or effectiveness of one or more police forces.

42. s23A(5) states that it is a pre-condition of entering into a PACA that the police authorities who are parties to that agreement each think that the agreement is in the interest of the efficiency or effectiveness of one or more police authorities or police forces.
43. A chief officer who is party to a PFCA and a police authority which is party to a PACA do not necessarily have to consider that the agreement is in the interests of the efficiency or effectiveness of his/her own police force or authority, provided other participating forces or authorities benefit. It should be noted that the test is a subjective one. For example, it is sufficient that the chief officer actually does think the agreement is in the interests of the efficiency or effectiveness of a police force. The chief officer must nevertheless have (and be able to show) reasonable grounds for reaching that view and the police authority may base its approval or otherwise of the proposal for a PFCA on such supporting reasons or demonstrable benefits. Police forces and authorities are strongly advised to work together from the earliest stages of formulating collaboration plans to ensure that the potential for disagreements as to the merits or details of those plans is minimised. They should also consult this Guidance and the Toolkit for Police Collaboration which provides further advice about the decision to collaborate under the section **Vision, strategy and feasibility | 1. Deciding to collaborate.**

AGREEMENT AND CONSULTATION

44. s23(6) states that a chief officer may make an agreement only with the **approval** of the police authority responsible for maintaining his/her force.
45. s23A(4) and s23A(6) state that before making a PACA, a police authority must **consult** the chief officer of the police force maintained by that authority, unless the agreement includes provision about the discharge of functions by police staff who are under the direction and control of the chief officer. In this circumstance the police authority must receive the chief officer's **approval**. Such approval might in practice be guided by an overarching framework under which police authorities grant approval within particular conditions, for example in relation to a chief officer with special collaboration responsibilities for those authorities, however any individual approach must depend on its own circumstances and is governed by the procedures described in this section.
46. There is a clear distinction between **consulting** about a collaboration and receiving **approval** for a collaboration, reflecting the governance role of police authorities in overseeing the delivery of policing for their areas.
47. Given the police authority's governance role over police forces and its legal right to reject a PFCA all police authorities should be fully engaged in the project from the outset (as already emphasised earlier in this section) and be given the opportunity to comment on proposals for agreements at a formative stage in order to minimise the risk of approval unexpectedly being withheld. In seeking the approval of the relevant police authorities, the chief officers who are parties to the proposed PFCA should set out the basis for thinking that the proposed PFCA is in the interests of the efficiency or effectiveness of one or more forces.

48. The process by which police authorities can reject a PFCA and the process that a police authority should follow when consulting with a chief officer regarding a PACA are explored later in this section.
49. Where a proposal for a PACA includes provisions which affect the discharging of functions of police staff under a chief officer's direction and control, his/her approval must be obtained. Only PACAs which involve employees of a police authority under the chief officer's direction and control require the chief officer's approval.
50. The chief officer's approval or otherwise of a PACA should, however, relate to his/her consideration of those elements of the agreement that relate specifically to those police staff under his/her direction and control and should be confined to his/her judgement of the impact of the planned agreement on the work of those staff. This requirement further emphasises the need for collaboration agreements of all kinds to be planned and completed jointly.
51. If a PACA mixes provisions relating to police staff under the direction and control of the chief officer with other provisions, the effect will be to apply the requirement of consent to the whole agreement as opposed to the specific elements requiring the chief officer's approval.
52. Most collaborations will have an effect on the workforce: the police staff associations and trade unions must be involved in the consideration, development and implementation of workforce arrangements and consulted where any changes to these are considered.
53. The consultation role of the Secretary of State is discussed later in this part of the Guidance.

A PROPOSED APPROACH FOR POLICE AUTHORITIES TO CONSULT WITH CHIEF OFFICERS - S23A(6))

54. A statutory duty to consult requires that there must be adequate consultation. The basic requirements of consultation are that:
 - the consultation must be at a time when proposals are still at a formative stage (i.e. during the development of the business case);
 - the proposer must give sufficient detail to allow for the proposal to be intelligently considered;
 - adequate time (i.e. what is adequate and reasonable in the circumstances) must be given for consideration and response; and
 - the product of consultation must be conscientiously taken into account in finalising any proposals.
55. In practice the consultation undertaken should be proportionate to the significance and extent of the proposal under consultation. Although consultation is always required for

PACAs that impact on the functions carried out by the force, proposals having little or no impact on the chief officer's force would require less formal consultation than proposals which might have a substantial impact. It would be reasonable to provide less detail, or to allow for a shorter period for reply, in such cases.

GAINING APPROVAL AND REFUSING AGREEMENT

56. A requirement to consult is a lesser requirement than obtaining approval, and a police authority may legally enter into a PACA even if its chief officer objects, provided the objections are properly considered and the reasons for discounting them can be articulated. There is no statutory right of appeal.
57. The Act does not set out any grounds on which a police authority should, or should not, refuse its approval of a PFCA, so this decision is limited only by general public law. As a minimum, any refusal should be reasonable in the circumstances, and as a matter of good practice the reasons for the refusal should be articulated. An outright policy of never agreeing to PFCAs would be unlawful, and authorities must not use the ability to give or withhold approval to "second guess" aspects of a PFCA which are properly within the chief officer's professional expertise. Likewise, an outright policy by a chief officer of never agreeing PACAs involving police staff under his/her direction and control would also be unlawful. The usual boundaries between the roles of the authority and its chief officer must continue to be respected.
58. See also *THE RIGHT OF APPEAL* below.

PAYMENTS - S23B

59. A s23 agreement may provide for payments between relevant police authorities for the functions or support services that are part of the collaboration. This can include, but not be limited to, police staff and officers, buildings (and associated costs such as heat, light and power), vehicles (and associated costs such as fuel and servicing), training etc.
60. Any collaboration agreement should make provision for the sharing of costs and of benefits. It is important for collaborating parties to agree the manner in which costs and benefits are to be calculated and shared, including accounting presumptions. See also the later section on *Funding* and the associated section in the Toolkit for Police Collaboration.
61. There are clear HM Treasury rules that require public sector bodies providing goods or services to other public sector bodies to do so on a cost neutral basis so as not to make a profit, although it is recognised that it is possible to generate incidental profits and losses. The manner in which incidental profits are distributed is likely to be based upon the method agreed for distributing benefits and underspends. For separate legal entities parties can agree in advance whether to reinvest any profit into the delivery of future services or to again return it to the collaborating organisations based upon the agreed distribution method.

62. Collaboration agreements should specify the authorities by which and to which a payment is to be made, or if that cannot be done at least set out the manner in which those authorities are to be determined. They should also specify the amount of any payment, or the manner in which the amount is to be calculated.
63. The collaboration agreement should specify the date by which any agreed payments should be made, and a mechanism to resolve any dispute as to the amount of the payments to be made. A police authority is required to make the payments as specified.

AMENDING AN AGREEMENT – S23C(3) AND S23C(4)

64. Unless there is a direction from the Secretary of State (see ***THE POWERS OF THE SECRETARY OF STATE – S23C(1), S23F, S23G, S23H, S53, S53A, S57(3)*** below) a s23 agreement may only be varied with the consent of all parties to the agreement. By amending an agreement the old s23 agreement is effectively terminated and a new s23 agreement is created (containing the amendments). This need not be a bureaucratic procedure, although the requirements set out in this part and the decision process in Annex A must be adhered to. In effect, the requirements are the same as for making a new agreement. That means, in the case of a PFCA, a chief officer may only make an amended agreement with the approval of the police authority responsible for maintaining the chief officer's force. To amend a PACA, a police authority must consult the chief officer of the police force maintained by the authority, or in the case where the agreement includes provision about the discharge of functions by police staff under the direction and control of the chief officer, receive the chief officer's approval, before agreeing to vary the PACA.
65. Where appropriate, collaboration agreements may be in the form of over-arching or “umbrella” agreements, for example in the case of programmes covering a range of different collaborative projects involving the same or subsets of the same parties. Such agreements would need to satisfy the legal requirements set out in the Police Act with regard to the arrangements between the parties that apply across the programme of projects, but the details relating to individual projects or their detailed arrangements may be contained in annexes to the agreement which may be varied by consent between the parties to that part of the agreement without the need to terminate the overarching agreement.
66. A collaboration agreement should contain provision for the admission of further parties to the agreement and consequential matters. If the effect of admitting a new force or police authority would be that the number of forces or the number of police authorities who are parties to the agreement is seven or more then the Secretary of State must be consulted in advance. In the absence of agreement by all parties the Secretary of State has wide powers of direction.
67. Existing collaborations with agreements written under previous legislation will not need to be redrafted in the short-term. Such agreements should be brought into line with current legislation when they are next updated or renewed.

68. Good practice indicates that as a general principle a PFCA/PACA should include specific review milestones that allow all parties to consider their ongoing participation. It is recommended that collaboration agreements should be reviewed periodically or where any significant changes to services or circumstances arise.

EXITING FROM OR TERMINATING AN AGREEMENT – S23C(5)

69. **It is recommended that collaboration agreements should be specified to run for a fixed term in order to plan for and manage significant changes, particularly changes in membership.** It is also sensible for provision to be made for one or more parties to withdraw from a collaboration agreement on giving a specified minimum period of notice to that effect and for matters consequential on that party withdrawing from the agreement. However, as is the case with amending an agreement, all parties must agree to a member of the collaboration exiting from the agreement, the old s23 agreement is terminated and a new s23 agreement is enacted meaning that the requirements set out in this part and the decision process in **Annex A** must be adhered to. The points above relating to over-arching agreements are also relevant to this area. The requirements for approval and consultation apply again in such a case as for any other new agreement. So:
- in the case of a PFCA, a chief officer may only give such agreement with the approval of the police authority responsible for maintaining the chief officer's force;
 - in the case of a PACA, a police authority must consult the chief officer of the police force maintained by the authority, or in the case where the agreement includes provision about the discharge of functions by police staff under the direction and control of the chief officer, the police authority of the area whose chief officer has direction and control must obtain the chief officer's approval, before agreeing to the termination of such an agreement.
70. A collaboration agreement should in any event contain provision for its termination including any notice period before termination takes effect (to give time for alternative arrangements to be put in place) and for consequential matters such as agreement of final accounts; return of equipment; vacation of premises; staffing matters and final payments. Similarly, consideration should be given to dealing with the withdrawal of a party from an agreement.
71. It should be noted that in practice the effect of the withdrawal of a police authority's approval and of the accompanying accountability arrangements and other support would be expected to precipitate the termination of an existing PFCA, but such an action is strongly discouraged in favour of negotiation between all parties.

THE POWERS OF THE SECRETARY OF STATE – S23C(1), S23F, S23G, S23H, S53, S53A, S57(3)

72. It is acknowledged that collaboration is most successful where it is fully voluntary and where all parties have bought into the opportunity to improve policing through new ways of working. This Guidance is focused on such voluntary arrangements however there are

some circumstances under which police forces and authorities may be directed to collaborate or to do so in particular ways. The Secretary of State has a range of powers through the Act to make regulations, provide guidance, require consultation or make directions about collaboration, to cover the different circumstances where it is recommended that it should influence the collaborative landscape, including measures short of mandating – such as to require forces and authorities to examine an opportunity to collaborate or to modify the way that collaboration is carried out.

73. The Home Affairs Select Committee made it clear in its report *Policing in the 21st Century* (30 October 2008) that it supported the mandating of collaboration where it is deemed necessary, therefore this power has been set out clearly in such a way that it provides the necessary tools to guide collaboration effectively and without undue intervention.
74. Such a strategic decision to make use of these powers would automatically involve seeking the advice not only of HMIC, but also of ACPO and the APA, as well as the police forces and authorities themselves the recipients of the direction, and the advice given would be considered before a direction was given.
75. **The Secretary of State must be consulted before a collaboration agreement is made to which there are seven or more parties in total.** This requirement applies to both PFCAs and PACAs. However, because “merged” or “joint” agreements (which may seem to exceed the limit of six organisations between, for example, four forces and their respective police authorities) are comprised of two agreements under the Act, instances of this requirement applying are expected to be rare. This consultation is only required when a PFCa involves more than six collaborating forces or a PACA involves more than six collaborating authorities even if two separate agreements are in place to govern a collaboration (as is typical and recommended). This measure is intended to assist the Government in its oversight of significant strategic developments by monitoring any plans which extend beyond the largest ACPO policing regions. This does not presuppose opposition to the development of “cross-border” collaborations and should not impose significant delays. Any guidance from the Secretary of State should be taken into account before the agreements come into effect.
76. The Secretary of State may issue guidance about collaboration to which chief officers of police and police authorities must have regard. This Guidance is published in accordance with that power (see notice preceding the **Introduction** section above). As explained under **FORCE STRUCTURE** in **LEGAL FRAMEWORK** above, the issuing of guidance whose extent includes the British Transport Police or Civil Nuclear Constabulary (for example this Statutory Guidance) requires the approval of their sponsoring Government Departments, i.e. the Department for Transport and the Department for Energy and Climate Change respectively.

77. The Secretary of State may give chief officers or police authorities directions about collaboration agreements or related matters after consulting them (and in the case of directions intended to be given to a chief officer, consultation would also include the police authority of that chief officer's force). Such directions may be given to one or more chief officers and/or one or more police authorities. A chief officer or police authority in receipt of a direction from the Secretary of State is under a statutory duty to comply with it. Any direction given to a chief officer would be accompanied by a direction to the police authority of that chief officer's force, whereby the police authority may be directed to make corresponding arrangements in support of the actions to be undertaken by the chief officer in complying with the direction, and to oversee that compliance as part of its responsibility for governance of the force.
78. The Secretary of State may:
- require two or more chief officers or police authorities to make a collaboration agreement or prohibit chief officers or police authorities from making a collaboration agreement;
 - require parties to a collaboration agreement to vary that agreement or prohibit parties to a collaboration agreement from varying that agreement;
 - require chief officers or police authorities to consider making a collaboration agreement of a specified description; and
 - specify terms to be included, or not to be included, in collaboration agreements.
79. The Secretary of State also has power to terminate a collaboration agreement by notice to the parties to that agreement, for example to disband a small collaboration so that a larger collaboration could be formed (such as terminating a regional air support collaboration in order that a national air support collaboration can be formed). The agreement can be terminated with immediate effect or at the end of a specified period. However, before giving a termination notice the Secretary of State must consult the parties to that agreement (and would also consult the police authorities of the forces whose chief officers are the parties of a PFCA intended to be affected by such a notice). A collaboration agreement must contain provision for ascertaining the rights and obligations of the parties on termination. If the Secretary of State terminates the collaboration agreement, he/she may also give consequential directions under s23G(1).
80. As explained under **FORCE STRUCTURE** in **LEGAL FRAMEWORK** above, any directions given to the British Transport Police or Civil Nuclear Constabulary would require the agreement of their sponsoring Government Departments (the Department for Transport and the Department for Energy and Climate Change respectively). For example, a direction requiring collaboration between BTP and one of the Home Office forces, would need to be given jointly by the Secretary of State for Transport and the Secretary of State for the Home Department.

THE CIRCUMSTANCES OF DIRECTIONS ABOUT COLLABORATION

81. The Secretary of State may be expected to consider using these powers where, following advice and consultation with HMIC, ACPO and the APA, he/she is persuaded that a police force/authority should adopt certain procedures, practices, facilities or services or certain standards of equipment (which may be through regulations and not dependent on collaboration agreements), or should engage in a particular collaboration or change the arrangements under which it is collaborating or cease engaging in an ongoing collaboration, in the interest of greater efficiency or effectiveness of that police force/authority or of another police force/authority. Such situations might include mandating that a force join a collaboration in order to deliver greater benefit, for example where advice indicates that its contribution to an ongoing collaboration with neighbouring forces would lead to more efficient delivery of particular services overall across the participating forces.
82. A direction by the Secretary of State may relate to a specific agreement, to agreements of a particular description or to all agreements in general.
83. Regardless of whether collaboration arrangements between police forces or authorities are entered into voluntarily or in response to a direction or request or regulation by the Secretary of State, the delivery of policing services must comply with the requirements of the law and policing regulations, and those collaborating should adhere to this guidance.
84. The powers of the Secretary of State to give directions about collaboration are broad but flexible. Directions will not be given without first consulting the recipients of those directions (as well as other policing partners), and the request to explore certain collaborative approaches will be the first stage of that consultation with them.
85. The recipients of such directions or requests may also be asked to propose their own detailed collaboration arrangements, including governance arrangements, in preference to such details being the subject of directions, and those proposals would be assessed by the Government and its policing partners.
86. Although the powers of the Secretary of State may override individual legal requirements for approval, the requirements for approval and consultation of the details of collaboration agreements (at s23(6), s23A(4) and s23A(6) of the Act) should still be followed where the collaboration is the subject of a direction or request by the Secretary of State, and any reasons given against granting approval or other objections should be notified to the Secretary of State for consideration. The Secretary of State may in such circumstances ask (or direct) the parties to the proposed agreement to reconsider or change those agreements, or may direct that the agreement should be adopted.
87. The Secretary of State will take account of the cost implications for the police authorities and forces that receive directions about collaboration (including any costs associated with terminating existing agreements or other arrangements with policing or non-policing

partners), as well as projected efficiency gains to be delivered through collaboration, when considering giving directions and whether they may be supported by additional funding and whether such funding might be restricted to set-up costs. Individual collaboration agreements should address the distribution of costs and benefits: it should be expected that the parties receiving a direction to collaborate or to consider collaboration would be asked to come to an agreement under their own terms, which may include determining their own arrangements regarding costs and benefits.

THE RIGHT OF APPEAL

88. Where approval is required for a collaboration agreement, as set out in **AGREEMENT AND CONSULTATION** above, and that approval is withheld, there is no statutory right of appeal, however the Secretary of State has wide but discretionary powers of direction (although it is intended that those powers should be used sparingly). Furthermore, refusal of approval for one proposed agreement does not mean that it cannot be adjusted to take account of objections, (assuming the other partners to the agreement agree) and seek approval for a modified agreement.
89. If the chief officer or police authority were to oppose a proposed agreement under these provisions, the proposer should take account of the concerns raised and all parties should seek agreement through negotiation. If a chief officer or police authority wishes to challenge the refusal of such an approval, they may consult the Secretary of State who would seek advice before recommending a course of action (or potentially giving a direction under s23). HMIC would be consulted for advice in such circumstances, and ACPO and the APA may also be consulted.
90. The Act states that a person to whom a direction is given by the Secretary of State must comply with it.

ACCOUNTABILITY – S23D

91. Where a chief officer makes a PFCA the police authority responsible for maintaining the chief officer's force must hold the chief officer to account for the discharge of functions by anyone who:
 - is acting under the terms of the agreement, and
 - while so acting, is under the direction and control of the chief officer.
92. If, therefore, members of one police force are placed under the direction and control of the chief officer of another force under a PFCA, the police authority to which that chief officer reports must hold that chief officer accountable for the discharge of functions under that agreement by members of that other force. Chief officers must ensure that they have the necessary arrangements in place to meet that accountability. This does not affect a police authority's continuing responsibility for the delivery of efficient and effective policing for its own area. Thus, where force A provides a service for both authority A and authority B, authority A must hold the chief officer of force A

accountable for the delivery of that service in both authority areas, while authority B should ensure that suitable arrangements are in place for it to participate in the joint oversight of its delivery and assure itself that the chief officer is appropriately held to account for the collaborative services being provided to its own area.

93. Before approving entry into a PFCA, a police authority must notify its chief officer of the arrangements for holding the chief officer accountable. Any such notification must be in writing. In deciding what arrangements to make, the police authority is required to consider making such arrangements jointly with another police authority responsible for maintaining a force whose chief officer is a party to the PFCA. The function requiring a police authority to make such appropriate arrangements to secure accountability is additional to any other function of holding the chief officer to account, so this is a specific issue which must be addressed when agreeing a PFCA.
94. In most cases, it is appropriate for the accountability arrangements of police authorities to be delivered through a statutory joint police authority committee (for most police authorities a committee established under s101 to s107 of the Local Government Act 1972). Police authorities must ensure that joint committees established for this purpose have the necessary delegated powers to exercise their functions in respect of the PFCA. Where this function is delegated to a statutory joint police authority committee, a chief officer will be answerable to this committee whilst also being accountable to his/her own force area's police authority for the discharge of functions by police officers and police staff acting under his/her direction and control in accordance with the PFCA. For further guidance see **Governance** below.
95. Where a joint police authority committee oversees a collaboration under a chief officer, his/her own force area's police authority will continue to be responsible for dealing with any formal misconduct or unsatisfactory performance issues concerning the chief officer.

PUBLISHING A S23 AGREEMENT – S23E

96. A collaboration agreement must be in writing. A PFCA must be signed by the chief officers of each collaborating force. A PACA must be signed by the appropriate parties in accordance with standing orders.
97. The parties to a collaboration agreement must publish the agreement to the extent that the fact that it has been made or such details about the collaboration as are seen to be appropriate must be published. This may, for example, take the form of placing copies or summaries of agreements on the websites of the relevant forces or police authorities as soon as possible following their agreement.
98. A collaboration agreement should also include provision for matters such as:
 - dispute resolution (e.g. arbitration and/or mediation);
 - ownership or enforcement of intellectual property rights;

- access to documents and records;
- liabilities to third parties;
- insurance or self insurance;
- warranties;
- indemnities;
- financial controls and regulations;
- audit arrangements;
- complaint handling; and
- staffing matters.

99. In the case of a PFCA, the accountability arrangements agreed with the police authorities responsible for the activities of the forces taking part in the collaboration must also be published.

NON-HOME OFFICE POLICE FORCES – S23I

100. The Act explicitly includes the British Transport Police (BTP), the Civil Nuclear Constabulary (CNC), their chief constables, officers and police staff and their police authorities within the scope of s23 collaboration agreements.
101. When BTP officers are placed under the direction and control of a Home Office force through a s23 agreement, they will have all the powers and privileges of a member of the Home Office force including the extension of their jurisdictional powers. The same provision does not apply to CNC officers; their jurisdictional powers are not affected by a collaboration.
102. The jurisdiction of police officers from Home Office forces is not extended to match those of BTP or CNC in relation to being able to police in Scotland. So, for example, a collaboration agreement under the direction and control of the chief officer of BTP involving the policing of railway property within Scotland would mean that police officers from Home Office forces involved in that agreement could not operate in Scotland.

RIPA AND COLLABORATIONS

Vision, strategy and feasibility | 5. Legal requirements | D. RIPA and collaborations

103. Provisions in the Policing and Crime Act 2009 amended the legislation governing the use of covert surveillance, covert human intelligence sources and property interference, to enable their effective use in collaborative operational environments. The agreements must specify the circumstances under which the arrangements apply. Collaboration agreements in respect of RIPA authorisation can be either ‘operation-specific’ or ‘umbrella agreements’ not linked to specific operations. It should also be noted that these provisions are not restricted to operational scenarios involving joint (multi-force) teams.

104. Formerly, the legislative provisions within the Regulation of Investigatory Powers Act 2000 (RIPA) and Part III of the Police Act 1997 restricted the ability of police collaborative units to authorise the use of these techniques: an authorising officer from police force A was unable to grant authorisation for the use of covert surveillance, covert human intelligence sources, property interference or obtaining and disclosing communications data to an officer from police force B (or to an officer or member of police staff from a partner organisation, such as a local authority); an application could only be authorised when made by a member of the authorising officer's force. Similarly, requests for intrusive surveillance in relation to any residential premises, or for property interference, could only be authorised if the premises or property were in the area of operation of the authorising officer's force. In addition, the arrangements necessary to manage a covert human intelligence source could not be divided between different police forces unless the source's activities benefited more than one police force, in which case they could be divided between the forces benefiting.
105. Under the revised legislation, collaboration agreements under section 23 of the Police Act 1996 are able to vary these restrictions. (Collaboration agreements between Scottish forces under section 12 of the Police (Scotland) Act 1967 may also vary these restrictions in respect of operations on reserved matters). Explicitly this means that:
- a designated person may grant an authorisation to obtain and disclose communications data for persons holding offices, ranks or positions with another force provided both are subject to a s23 collaboration agreement involving the two forces and the collaboration agreement provides for this to happen;
 - applications for authorisations for directed surveillance or the use of covert human intelligence sources can now be granted by an authorising officer of one force to a member of another force provided both are subject to a s23 collaboration agreement involving the two forces and the collaboration agreement provides for this to happen;
 - intrusive surveillance authorisations in relation to any residential premises, or property interference authorisations, can now be granted in relation to premises or property in the area of operation of any of the forces subject to a s23 collaboration agreement, to the extent that the collaboration agreement provides for this to happen. This means that a collaboration agreement should specify whether an authorising officer can authorise intrusive surveillance or property interference in the area of operation of any of the forces subject to the agreement, or only in some or parts of the areas of operation of the forces subject to the agreement; and
 - the arrangements necessary for the management of a covert human intelligence source can be divided between different police forces, provided they are party to a s23 collaboration agreement which provides for this to happen.
106. These provisions do not permit authorising officers from police forces to grant authorisation on an application from an officer or member of police staff from a partner organisation, such as a local authority.

107. When RIPA is used pursuant to a s23 collaboration agreement, it is important that lines of accountability are always clear so that both the relevant oversight Commissioners and potential claimants are able to establish which police force is responsible for particular operations. This may be by identifying a police force to be responsible for all uses of RIPA pursuant to a collaboration agreement, or by establishing a mechanism for identifying a police force to be responsible for particular uses of RIPA, for example in relation to particular types of operation. The s23 collaboration agreement should explain which system is being adopted so that the oversight Commissioners and potential complainants know who to contact in connection with RIPA. If necessary, collaborating forces can make contractual provision under the s23 agreement to indemnify each other in respect of claims brought in relation to the unlawful conduct of particular officers or police staff.

THE DIFFERENCE BETWEEN MUTUAL AID AND COLLABORATIONS

Vision, strategy and feasibility | 5. Legal requirements | E. The difference between mutual aid and collaborations

108. s23 of the Act gives more wide ranging power than the power contained in s24 of the Act which provides for aid to one police force by another, better known as mutual aid.
109. Mutual aid permits the chief officer of any police force to provide constables or other assistance to the chief officer of any other police force for the purpose of enabling the other police force to meet any ad hoc special demand on its resources.
110. The two clear distinctions between s23 and s24 of the Act are:
- s23 and s23A envisage planned collaboration between police forces or police authorities in the discharge of their functions or provision of support services, in the interests of the efficiency and effectiveness of one or more police forces or police authorities. s24 is available when a situation arises which places a special demand on the resources of a police force, for example public order incidents requiring Police Support Units from forces neighbouring the incident. s23 goes further, because it can be used to allow collaboration on any routine policing function where special demand may be unlikely to occur or any support service provided by the police authority.
 - The circumstances of special demand will typically last for a relatively short period of time and once complete the resource will return to the home force. Collaborations can be designed to run for an indefinite period of time
111. It is anticipated that the circumstances of special demand will typically last for a relatively short period of time and once complete the resource will return to the home force. Collaborations can be designed to run for an indefinite period of time.
112. Thus it is possible that police forces might make a s23 agreement between them which reduces the likelihood of their needing to use mutual aid by establishing arrangements for the joint resourcing of particular services, which might include the co-ordination of resources to respond to urgent demands.

113. Historically there have been cases of collaborations being resourced through s24 mutual aid agreements rather than s23 collaboration agreements. The reasons for this are many and varied but include the ability to transfer direction and control to the chief officer of the force receiving mutual aid which s23 agreements formerly could not achieve. s23 of the Act now directly accounts for this issue. s24 agreements should continue to be used, and participation in a s23 collaboration does not preclude the use of s24 between the same parties, including in relation to the same business area, but only in the circumstances of special demand described above.

Models of collaboration

Future state design | 1. Delivery Models and governance | A. Models of collaboration

AVOIDING BUREAUCRACY

114. Any new collaboration agreements should be managed in keeping with the principles of reducing bureaucracy. Greater efficiency should be an underlying objective of any collaboration but police forces and authorities should be mindful of any potential administrative and project management requirements of new working arrangements. This is especially the case where they form part of a complex programme of work. They should therefore ensure that they take account of the cumulative effect of those requirements when building the business cases for collaboration plans. Collaborations should equally be treated as opportunities to reduce bureaucracy when designing new ways of working.

CHOOSING COLLABORATION PARTNERS AND COLLABORATION MODELS

115. There is no legal constraint on the choice of partners within a police collaboration agreement, and those choices will be influenced by a number of factors. Police forces and authorities should consider the impact that local collaborations within or across ACPO regional borders might have on the potential for larger collaborative opportunities within ACPO regions.
116. Police authorities may determine the governance arrangements best suited to their individual needs. There are a number of collaborative models that could be (and in some cases are being) applied both to operational functions and support services. The Toolkit for Police Collaboration examines a range of recognised approaches in terms of their relative levels of formality and interdependency, although other approaches should not be excluded.

117. This section sets out the key factors to consider when designing the governance arrangements in support of a collaborative arrangement, including the legal constraints. The Toolkit for Police Collaboration also examines different governance options that may be the most appropriate for different collaboration models.
118. s23 sets out the circumstances in which police force collaboration agreements (PFCAs) and police authority collaboration agreements (PACAs) may be made, and when they are required. The nature of the collaboration is a key driver as to whether a PFCA or PACA is required. See ***THE SCOPE OF A COLLABORATION AGREEMENT*** and ***THE DIFFERENCE BETWEEN MUTUAL AID AND COLLABORATIONS*** above.

DESIGNING GOVERNANCE STRUCTURES

119. When a group of forces and/or authorities sets up a collaborative arrangement, appropriate governance structures will be required. These structures will need to ensure that accountabilities, roles and responsibilities are clear.
120. In terms of providing oversight to collaborations, s23 does not provide additional powers to police authorities, but it ensures that they establish proper accountability arrangements. How police authorities should go about providing that oversight is for them to agree, taking into account the particular circumstances of the collaboration (such issues as the different resources provided by each of the forces and authorities, where services will be provided, how lines of command will work and who will have direction and control over officers and police staff).
121. Under s23D of the Act, authorities should consider establishing arrangements for holding their chief officer to account for a collaboration that include the involvement of the other authorities whose forces are party to the agreement. They must agree their arrangements and notify their chief officers before a police force agreement is approved. s23E also specifies that these arrangements must be published alongside the collaboration agreements themselves.
122. The Act requires that before approving entry into a PFCA (as required by s23(6)), a police authority must notify its chief officer of the arrangements the authority proposes to make for the discharge of its functions under s23D in connection with the agreement i.e. the arrangements for holding the chief officer accountable. Any such notification should be in writing. In deciding what arrangements to make, the police authority is required to consider making such arrangements jointly with another police authority responsible for maintaining a force whose chief officer is a party to the PFCA. The function requiring a police authority to make such appropriate arrangements to secure accountability is additional to any other function of holding the chief officer to account, so this is a specific issue which must be addressed when agreeing a PFCA.

123. Forces and authorities may employ a range of governance structures. There is no single structure that should be used for each type of delivery model. However, longer term arrangements where interdependencies are high should have more formal and robust governance arrangements. Legal advice should be sought in these instances. The Toolkit for Police Collaboration suggests a range of governance options that might be applied to different examples of collaboration model, although other approaches should not be excluded.

LEGAL CONTEXT – JOINT COMMITTEES

124. The Local Government Act 1972 allows police authorities to discharge any of their functions jointly (other than the levying of a precept), and they may establish joint committees as a vehicle for collaboration or the discharge of functions. A police authority cannot arrange for another police authority to discharge its functions – in other words it cannot delegate any of its functions to another police authority - but it may delegate them to a joint committee. So a joint committee may be empowered to act for and commit all of the constituent authorities where the committee agrees unanimously on the course of action. A joint committee should therefore be delegated the necessary authority to exercise such functions.
125. Where a collaboration programme involves the use of a number of delivery models, it may be most appropriate to establish a s101 Joint Committee to provide over-arching governance.
126. Police Authorities may also arrange for joint functions to be carried out by an ‘officer’ (an employee of the constituent police authorities, including their chief executive and his/her staff) or member of one of the Authorities, and this includes the chief officer of any of the forces involved or a member of police staff of any of those forces. Further, a joint committee may delegate to officers to act on its behalf, and the officers would be accountable to the joint committee (Sections 101 to 107 of the Local Government Act 1972).
127. In this context the “functions” of a police authority that may be discharged jointly are “all the duties and powers of a police authority, the sum total of the activities Parliament has entrusted to it.” There are no limitations on what functions can be assigned to a joint committee, other than the levying of a precept. This therefore provides police authorities with a mechanism through which to manage collaborations and is the basis for a number of groups of police authorities operating standing joint committees usually at a regional level to oversee programmes of collaborative work. This could also extend to establishing combined secretariats for multiple police authorities. It should be noted that such arrangements might qualify to be the subject of open procurement in accordance with EU Directives (see *Procurement* below).

128. A joint committee may be formed even if there is no formal collaboration agreement under s23, and likewise police authorities can enter into agreements without forming joint committees. It is for police authorities to determine which arrangement will best suit their purpose.
129. In the context of a collaboration arrangement the function of a police authority to hold its chief officer to account for the collaboration could be delivered as part of the business of a joint committee (although the chief officer will still be held to account by his/her police authority). Indeed all of the chief officers concerned can be made answerable to the joint committee for their performance in relation to the subject of collaboration.
130. A chief officer cannot be a member of a joint committee. There is no formal mechanism laid down in statute for a chief officer to be involved, but this is clearly desirable and the terms of reference of a joint committee should be drafted to provide for involvement and advice. Chief officers cannot be bound operationally by decisions of a joint committee any more than by the decisions of a police authority itself.
131. Similarly, none of the statutory officers of a police authority can be members of a joint committee, and the terms of reference should provide for them to be appropriately involved and to give advice. The statutory officers of a police authority could be bound by a decision of a joint committee if the employing police authority gives its officers a direction to that effect.
132. A joint committee is not a corporate legal entity. It cannot hold property in its own right. Any property that it uses must vest in one of the constituent authorities which holds it in trust for the rest. It cannot employ staff: police staff working for the joint committee should be employed by a lead authority or remain in employment of the constituent authorities. It is preferable for contracts to be executed by a lead police authority or all of the constituent police authorities and the liabilities under any contract authorised by a joint committee will rest with the constituent police authorities.
133. Any legal proceedings brought by or against a joint committee should be brought by or against all of the constituent police authorities.
134. A joint committee may maintain and manage a budget made up of funds provided by the constituent police authorities. The budgetary arrangements should be defined in the constitution of the joint committee or the agreement to establish it. The accounting provisions of the Accounts and Audit Regulations 2003 apply to a joint committee.

OTHER FACTORS TO CONSIDER

135. Collaborations should consider the following factors when developing governance arrangements. These factors underpin many of the different models:
136. Getting the right people involved is critical to securing agreement and progress. The members of the joint governance arrangement must have:

- Appropriate knowledge and skills – between them, the members need to be able to exert accountability over all aspects of the collaboration, including financial and operational; a wide range of expertise is required.
 - Commitment to the collaboration – while challenge is required, it is important that the members are committed to supporting the collaboration.
 - The ability to take decisions – the members must be granted the ability to take decisions at the joint governance forum without needing to take all issues to the individual police authority.
 - Sufficient time – this is likely to be a commitment over and above normal force or authority roles.
137. Having an appropriate number of members within the collaboration – as the number of members increases the ability to take decisions and secure consensus reduces. A collaboration of more than 12-14 members is likely to prove itself to be slow to progress.
138. Agreeing the principles of governance up front and including these within the s23 agreement, for example:
- The basis for selecting the Chair and Deputy Chair.
 - The basis for decision making – it is most likely that unanimity will be required.
 - What decisions need to be referred to the governance forum and what decisions can be taken by the operational delivery team.
 - How often meetings will take place.
139. Establishing trust and equality between all parties – this is critical for all forms of collaboration; consider the benefit of facilitated sessions to help build a shared view of what the collaboration aims to achieve and how it will work. Treat all members equally irrespective of size or nature of financial contribution.
140. Communicating openly – there should be full and open communication about activity, outputs and outcomes to participating forces and authorities, other partners and wider stakeholders.

Funding

Future state design | 2. Funding

141. As described earlier, the principle aim of collaboration for police forces and authorities will be to increase the efficiency or effectiveness of police operations. This may include non-financial benefits, for example providing greater resilience or closing the ‘gap’ in capacity and capability to deliver protective services. Collaboration is commonly pursued in response to financial pressures and accordingly funding can often be a barrier (perceived or actual) to collaboration.
142. The Act states that a pre-condition of entering into a PFCA/PACA is that the chief officers or police authorities that are parties to that agreement each think that the agreement is in the interests of the efficiency or effectiveness of one or more police authorities or police forces, and this is also the criterion for a police authority’s decision to approve a PFCA. Beyond this however, there is no legislative requirement regarding the sharing of costs and benefits in the Act. Accordingly it is for each police force or police authority to ensure that the funding model (including the sharing of costs and benefits of collaboration) is appropriate.
143. A common barrier to collaboration is the concept of the “net donor syndrome”. This is especially prevalent for operational ventures and describes the perception that the resources committed to collaboration will be deployed away from the home force and into a partnering force’s area. For example, a large force may believe that due to its size and investment in specialist areas it is able to manage an effective service delivery in isolation and therefore any collaborative resource will be deployed to improve a smaller partner’s service. Conversely, a small force believes that due to the main demand being within a large force any resource they commit will only be deployed to the large force. It is important for all partnering forces to understand that a collaboration may not provide equal benefits in all parts to all participants or in total but is sometimes necessary for the greater, collective good. A police authority would not be acting outside its statutory duty under section 6(1) of the Police Act 1996 (to maintain an efficient and effective force for its own area) if its contribution to a collaboration in terms of resources, funding or liability was unequal, provided that the collaboration is considered to be to the benefit of at least one police force or police authority. Section 23A(5) of the Act also uses the test of efficiency and effectiveness for entry into an agreement in relation to one or more police authorities or forces (see **POLICE AUTHORITY STRUCTURE** above under **LEGAL FRAMEWORK**).
144. As with any arrangement with a third party organisation it is necessary to define and agree how the costs of setting up and operating the collaboration and the benefits realised through it will be shared. Collaborating forces/authorities should also set out the agreed basis for sharing costs within the collaboration agreement, including accounting principles and based on the costs of the new collaborative service. Similarly, where benefits can be quantified and apportioned between partners, the agreed method of apportionment should be set out in the collaboration agreement (i.e. s23/s23A agreement or contract as appropriate). Benefits arising from collaboration will not necessarily be equal for all

parties; this will particularly be the case where benefits are non-cash releasing. Beneficiaries of operational collaborations may change over time as patterns of crime and priorities change; accordingly it may not always be possible to apportion benefits accurately at the outset of collaboration.

145. Principles to consider:

- The funding model should be financially sustainable and stable
- All parties should agree that proposed share of costs and benefits are appropriate and equitable
- Financial contribution to the collaboration should not necessarily lead to greater control over the governance of the collaboration
- The parties should recognise that value for money may not be demonstrated by reconfiguration of a single funding model into individual accounting systems: they should not lose sight of the combined benefits that the collaboration brings
- The funding model should encourage participation in the collaboration
- The funding model should not stifle innovation
- The funding model should demonstrate value for money to the member organisations

146. The Toolkit for Police Collaboration provides further issues for consideration around funding and a range of potential funding models at [Future state design | 2. Funding.](#)

Workforce arrangements

GENERAL

147. This part provides guidance on implementing those aspects of collaboration that relate to the workforce and people management arrangements in forces and authorities. It sets out a framework and approach to this and where appropriate refers to other sources of information or guidance that may be helpful. The Toolkit for Police Collaboration contains further guidance including examples and checklists.
148. All aspects of terms and conditions, working arrangements and policies must be taken into account as part of developing and implementing collaboration. The Toolkit provides a check list for undertaking this.
149. It is also essential that consideration is given to who will be responsible and accountable for people-related decisions and actions in the collaboration unit and that they are clearly identified (this will be a consideration in managing risks and identifying senior risk owners). For example line and other management responsibilities including reporting arrangements and performance management, to whom grievances and complaints should be addressed and who has responsibility for actions and decisions that may result.
150. When bringing together police officers and/or police staff from forces into a collaboration unit, consideration needs to be given to how their move to the unit will be implemented.
151. The agreement between the seconded person and their home force should be a requirement of the collaboration agreement but would not form part of the collaboration agreement itself.
152. Proper consideration should be given to eliminating discrimination and promoting equality in all aspects of a collaboration, including for officers or staff who are or may become disabled or pregnant. In line with the public sector duty to promote equality, as part of the development of a collaboration, police forces/authorities should undertake Equality Impact Assessments in consultation with both internal and external stakeholders such as representatives from force Diversity Staff Support Groups or Associations and from the police staff associations and trade unions and community representatives who can provide an external perspective. (See Toolkit section [Future State Design | 3. Workforce arrangements](#) for relevant reference material).
153. The police staff associations and trade unions must be involved in the consideration, development and implementation of workforce arrangements and consulted where any changes to these are considered.

ACTIONS

154. The following actions should be taken when considering, developing and implementing collaboration:
- Ensure that all terms and conditions, workforce arrangements and policies are identified and assessed.
 - Ensure that all differences in force arrangements are identified and assessed. Forces should then consider whether and how any changes to these could be made to reflect the circumstances in which officers and police staff from different forces are operating together in collaboration.
 - Consult with representatives from the police staff associations and trade unions to discuss whether and how arrangements could be developed.
 - Ensure that all responsibilities and accountabilities for people management, decisions and actions are identified, assessed and clarified.
 - Establish arrangements to ensure regular contact is maintained with officers'/staff's home forces where applicable and that HR records are kept up-to-date (in accordance with regulation 15 of the Police Regulations 2003).
 - Consider carefully the length of a collaborative arrangement. For example it may not be in the best interest of the collaboration or of the officers and police staff concerned to make changes if the collaboration is short-term. Conversely the risks associated with workforce arrangements may be greater in a longer term collaboration.
 - Identify and reflect the contractual and legal requirements if changes to terms and conditions are proposed, including which are determined nationally and which subject to local agreement.
 - Collaborating parties should ensure that any changes agreed are clear and transparent and communicated effectively to officers and police staff.

POLICE OFFICERS

155. The pay and terms and conditions of service for police officers are set out in police regulations and determinations. Most of these are determined nationally but the provisions provide for some arrangements to be determined locally. When developing collaboration arrangements forces should ensure that any differences in remuneration arrangements that are locally determined have been considered.
156. Vicarious liability for wrongful actions of police officers and the responsibility for dealing with public complaints, conduct and death or serious injury matters and grievances are associated with direction and control. However it should be noted that the bringing of disciplinary proceedings for misconduct or action under the unsatisfactory performance or attendance procedures remain the responsibility of an officer's home force. It is therefore important that the collaboration agreement makes provision for which chief officer is to exercise direction and control of any police officers who are to discharge

functions on behalf of another force. This includes explicitly stating if direction and control is not to change from the home force. Depending upon the terms of the collaboration, direction and control may pass to a different chief officer under different circumstances.

157. In the case of public complaints about the quality of service provided, disciplinary, performance and attendance issues and grievances, consideration needs to be given to the policies and procedures that apply, and to how liability issues are handled and any costs paid, in accordance with statutory requirements. It is important to recognise that all forces and, where appropriate, authorities involved may have duties, and that responsibilities for investigation and for implementing any necessary action may not rest with the same force/ authority. The appropriate authority for the purposes of recording complaints against police officers working in a collaboration will be the chief officer who has direction and control over them, except in the case of senior officers, whose police authorities retain that role. See also ***Legal duties and liability for breach / INDEPENDENT POLICE COMPLAINTS COMMISSION (IPCC), THE POLICE COMPLAINTS SYSTEM AND MISCONDUCT*** below.
158. In any collaboration it is important that consideration is given to ensuring that all officers taking part should not be disadvantaged in relation to career development and accessing promotion, and that their service in the collaboration project is properly taken into account. The forces involved need to agree clearly and communicate responsibilities including for acting as promotion authority (normally the home force) and for reporting and assessment (which may transfer with direction and control). Particularly careful consideration is needed of the feasibility of operating dual promotion pathways in cases where both OSPRE Parts 1 and 2 and the National Police Promotion Framework are in use amongst forces and officers involved in a collaboration. But it is important to recognise that where officers have already started down a promotion pathway they should not be required to change it.
159. Forces must consider the appropriate arrangements for pensions. In the case of officers permanently transferring from one force to another, responsibility for the officer's pension is passed to the receiving force and it should receive from the sending force a certificate of pensionable service for the officer. Where an officer is seconded to another force, the responsibility for the officer's pension remains with his/her home force.
160. Consideration also needs to be given to ensuring all police officers in a collaboration are trained to appropriate common minimum standards.

POLICE STAFF

161. Pay, terms and conditions for police staff are set out in contracts of employment in each force and are a matter for each police authority. In the majority of forces in England and Wales, the Police Staff Council Pay and Conditions of Service handbook is incorporated into contracts of employment. The Handbook sets out the nationally agreed pay spine and

terms and conditions of service, which can be varied by local collective agreement. Different contractual arrangements apply in the MPS and some other forces.

162. When bringing together police staff from more than one force, it is possible that terms and conditions and arrangements will vary. It is important that forces consider properly the impact that any difference (including, for example, differences in approach to career development and performance issues) may have on the effectiveness of the collaboration and the police staff within it as well as any legal implications that may arise such as equal pay (see the Toolkit for Police Collaboration for a list of particular relevant employment-related legislation and regulations). Consideration also needs to be given to ensuring all police staff in a collaboration are trained to appropriate common minimum standards.
163. In the case of police staff transferring to a new service provider, or from one authority/force to another, particularly if as part of a transfer of functions, consideration must be given to the application of TUPE or of the principles of TUPE (through the application of the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector).
164. The Local Government Pension Scheme (LGPS) is the only employer-provided pension scheme for all police staff in England and Wales except those working in the MPS. Therefore where police staff other than those in the MPS are transferred between forces they will remain entitled to continued membership of the LGPS. In any transfer of police staff consideration should be given at an early stage to responsibility for the payment of employer pension contributions and the administration of members' pension rights. The relevant pensions administrators should be involved. In the case of bulk transfers prior notification must be provided to the relevant pension fund administrators and actuaries. Particular care must be taken in the case of pensions where police staff transfer to or from the MPS. The Cabinet Office Statement of Practice on Staff Transfers in the Public Sector and its Annex, A Fair Deal for Staff Pensions, should be consulted and the Toolkit for Police Collaboration contains additional further reading on pensions arrangements.
165. Where consideration is given to changes to terms and conditions for police staff (which must be agreed between the employer and his/her employee), proper account must be taken of the relevant statutory requirements. Where it is appropriate to make such changes they need to be clearly and appropriately recorded.

Legal duties and liability for breach

Vision, strategy and feasibility | 5. Legal requirements | F. Legal duties and liability for breach

166. As an overarching principle it must be noted that a PFCA or PACA cannot displace the general law governing the conduct of police forces or police authorities. So, for example, any agreement must be consistent with the Police Regulations in force from time to time, arrangements for promotion of officers remain governed by the Police (Promotion) Regulations, pension matters remain subject to the Police Pensions Regulations, and so on.
167. Employment law applies to police staff employed by police authorities, but not to most police officers who are office holders rather than employees (note that BTP and CNC officers exceptionally have employment contracts as well as holding the office of constable). Police officers are, however, deemed to be employees for the purposes of certain legislation, e.g. in respect of discrimination and health and safety. (See the Toolkit for Police Collaboration for a list of particular relevant employment-related legislation and regulations).
168. The actions of police officers and staff working under a collaboration agreement could give rise to legal action by colleagues or third parties in these areas, and also under the law of tort where, for example a member of the public suffers personal injury or damage to property as a result of an officer's negligence. The liability of police forces or police authorities for the acts of officers and staff is in this Part. Other legal issues to consider when entering into a collaboration agreement, including information management, health and safety, tax, employment and procurement, are also addressed in this Part, and further advice may be found on certain aspects elsewhere in the Toolkit for Police Collaboration. A full analysis of all the legal issues that may arise is outside the scope of the Guidance or the Toolkit, however.

VICARIOUS LIABILITY FOR UNLAWFUL ACTS OF POLICE OFFICERS AND STAFF

169. Under section 88 of the Police Act 1988 a chief officer is vicariously liable for the unlawful conduct of the police officers under his or her direction and control, including officers of another force who are under his or her direction and control as part of a collaboration agreement. Section 88 does not apply to liability for unlawful discrimination, and there are also specific provisions in relation to health and safety at work – these areas are discussed below.
170. Because of the significance of direction and control in determining where liability rests, collaboration agreements should be absolutely clear as to which chief officer has direction and control. Complex arrangements by which different officers in a collaborative team are under the direction and control of different chief officers, or officers are under the direction and control of different chief officers in different circumstances, are best avoided if at all possible.
171. Section 88 and the provisions in discrimination legislation providing for liability on the part of chief officers do not apply to police staff. The police authority that employs them

remains vicariously liable for their unlawful conduct, regardless of whether they are operating under the direction and control of the chief officer of another force.

172. Where the operation of the law on vicarious liability could result in unfair consequences for a particular force or police authority, consideration should be given to drafting the collaboration agreement so as to mitigate this. This could be done by providing for one force or police authority to indemnify another in respect of a particular risk in its entirety, or for damages to be shared, possibly according to the apportionment formula used to determine funding. Police authority A could for example agree to indemnify police authority B in respect of any sum paid by B under section 88(4) (damages and costs awarded against or incurred by an individual officer) where the officer in question is under the direction and control of A's chief officer. The implications of such indemnity provisions for the parties' insurance cover should be considered, including the need to discuss any proposed provisions with the respective insurers.
173. In agreements involving the sharing or lending of personnel, a collaboration should consider including provisions which relate to the liability for personal injury claims by those personnel. These should include provisions in s23 agreements with another force or police authority to mitigate against claims by personnel who may be injured during the course of their work during which they are under the direction and control of the chief officer of another force. They may also include positive obligations in respect of the health and safety of shared or transferred personnel and arrangements to monitor compliance with those obligations. Consideration should also be given to arrangements where an officer or a member of police staff working in a collaboration also continues to perform duties for their home force.

DISCRIMINATION

174. While section 88 of the Police Act 1996 does not apply to unlawful acts of discrimination, the discrimination legislation contains specific provision on the liability of chief officers. A police officer is treated as an employee of the chief officer who has direction and control over him or her, and anything done by the officer in the course of his or her employment is treated as if it had also been done by the chief officer, creating a form of vicarious liability.

HEALTH AND SAFETY

175. Particular consideration needs to be given to the duties owed in respect of the health and safety of police staff and officers working under a collaboration agreement outside their home force. Breach of these duties may give rise to criminal as well as civil liability, and in civil law a range of different considerations may arise, e.g. relating to employers' liability or occupiers' liability.
176. The chief officer of the force of which an officer is a member will retain duties as employer under section 2 of the Health and Safety etc at Work Act 1974 (by virtue of the Police (Health and Safety) Act 1997) and under Regulations, by virtue of section s51A(2)

(a) of the 1974 Act, regardless of whether that officer is in fact under his/her direction and control. Other duties in relation to the officer, including under section 3 of the Act and under Regulations, may be owed by the chief officers of other forces in the collaboration. Similar considerations apply in relation to police staff. It is important to establish clear areas of responsibility and means of communicating health and safety policies and procedures. There is a specific duty under the Management of Health and Safety at Work Regulations 1999 for employers sharing a “workplace”, such as chief officers and police authorities providing officers or police staff under a collaboration agreement, to co-operate with each other to ensure compliance with the relevant law. This will require organisations to work together, for example in conducting joint risk assessments.

177. While collaborating forces can make provision in a collaboration agreement to indemnify each other in respect of civil liability that may arise in relation to health and safety matters, they cannot contract out of any criminal liability, whether under the 1974 Act or the Corporate Manslaughter and Corporate Homicide Act 2007. Such arrangements may need to take account of circumstances where the duties of officers or police staff are divided between the collaboration and their home force.

DEALING WITH LITIGATION

178. The collaboration agreement should make provision for handling claims for damages/compensation made against multiple forces or police authorities in relation to the same incident. It is particularly important to try to avoid a situation where more than one force or authority is involved in actively responding to a liability, as that is likely to lead to duplication of effort and waste of resources, as well as the danger of inconsistent responses between forces or authorities.
179. Where split liability is unavoidable, the forces or police authorities involved must liaise effectively to minimise the extent to which the way that each of them handles the proceedings prejudices the position of the others. This may arise, for example, where a police officer from one force is under the direction and control of the chief officer of another – if he acts in a way that gives rise to liability under health and safety legislation and also in negligence, the chief officer of his home force and the chief officer who has direction and control will each be a party to the different aspects of the claim and should coordinate their responses.

INFORMATION MANAGEMENT

180. Police forces and authorities entering into collaboration agreements need to ensure that all parties are aware of and comply with their information law obligations. In particular, the delivery of services under collaboration agreements needs to comply with the Data Protection Act 1998 (the DPA) and the agreement itself should facilitate the effective handling of requests made under the Freedom of Information Act 2000 (the FOIA) and the Environmental Information Regulations 2004.

181. Particular issues that may arise include the sharing of personal data between parties to a collaboration agreement, responding to requests under DPA or FOIA where more than one party to the agreement holds the same data/information, and the handling of FOIA requests in relation to the collaboration agreement itself. See the Toolkit for Police Collaboration for a fuller treatment of the requirements of the DPA and FOIA and how collaborations could be impacted by this legislation. When considering the implications of a collaboration agreement on information management and the requirements of the DPA and FOIA please refer to your Chief Information Officer (CIO).

TAXATION

182. The taxes which are mostly likely to be an issue for a PFCA/PACA are VAT, stamp duty land tax and PAYE.

VAT

183. For VAT purposes, transactions in the name of a police force and the police authority for a particular area are treated as being made by one and the same body. To the extent that one such police authority is treated as making a supply for VAT purposes to its police force or vice-versa then regardless of the comments below, there would be no VAT due. One of the basic principles of VAT is that one person cannot make a supply to themselves.
184. The two most likely supplies which would be the subject of a PFCA/PACA are the supply of police staff and a supply of other services most principally in relation to land. Taking these in turn:

SUPPLIES OF STAFF

185. No VAT is due for non-business activity. Services in the form of the supply of officers or police staff may qualify as non-business activity if there is no possibility that similar services might be supplied by the private sector. The supply of police officers should not qualify in this respect, e.g. a police authority providing officers to another police authority to provide a firearms capability would not need to consider a private sector market for the service to be provided so there is no competition and no VAT-able supply or business activity.
186. There may be the provision of police staff between police forces as part of a collaboration agreement whereby a member of police staff is seconded. Here the supply could be in competition with the private sector and therefore this could be a business activity. If so, VAT would be chargeable unless all of the supplies made by that police force were below the prescribed threshold (see the Toolkit for Police Collaboration for a link to the source of the current threshold level). To avoid VAT being an additional cost to the recipient police force a force is entitled to apply to the Treasury for the recovery of this VAT under s33 of the Value Added Tax Act 1994.

187. This procedure can be avoided if this provision of police staff is done with a view to the providing force not deriving any financial gain, and where the force or police authority receiving the employee discharges the providing force's obligations to pay PAYE, pensions and the like. In such circumstances, HM Revenue & Customs' VAT staff hire concession, even after the amendments in April 2009, should still exclude the requirement to charge VAT.

SUPPLIES OF LAND

188. If for example, one police authority owns a property and allows another police authority to make partial use of it, the first will often pay all of the overhead costs and recharge a certain proportion to the second police authority. It is likely that HM Revenue & Customs would agree that such a supply were a non-business supply, such that no VAT is due, but VAT could be charged if both parties agreed. To fall within this, the recharge would need to be on the basis of there being no element of profit or return.

STAMP DUTY LAND TAX

189. There is no absolute exception from stamp duty land tax (SDLT) for police forces or police authorities taking property interests such as acquiring freeholds or being granted a lease. If and to the extent any consideration is charged between two police forces/ authorities for an actual transfer of land or a lease, this would ordinarily give rise to SDLT compliance requirements. If, however, the land transaction took place between police forces and was in connection with the re-organisation of the appropriate police forces' or police authorities' functions then the specific exemption at s66 of the Finance Act 2003 should exclude the transaction from charge. The exception where available does not remove the reporting requirements and an SDLT return would still normally need to be submitted and the exemption claimed, subject to certain threshold exceptions.

PAYE

190. The question as to who is the employer of a secondee is important, as the law imposes a number of liabilities on the employer to make PAYE deductions. It is, therefore, sensible for any agreement to make clear who this is and who is expected to make such payments to HMRC and address the issue of whose responsibility such payments are. The current rate of employer's national insurance which is due by all employers both in and outside the public sector is 12.8% of an employee's earnings in excess of certain threshold levels. Any agreement should not overlook whose cost this national insurance charge will be.

PROCUREMENT

191. As stated earlier the scope of a PACA may include one police authority providing "goods and services" to one or more forces or police authorities. The provision in s1 of the Local Authorities (Goods and Services) Act 1970 for police authorities to purchase goods and services from other local authorities (i.e. local councils) is unaffected by s23A of the Act. However s18 of the Police Act 1996 (supply of goods and services) prohibits a police

authority from entering into an agreement with another police authority under s1 of the 1970 Act in respect of a matter which could be the subject of a police authority collaboration agreement. Therefore, between police authorities, the machinery of PACAs essentially replaces s1 of the 1970 Act. s1 remains the principal enabling power for agreements between police authorities and other non-policing authorities. Although the PACA legal framework does not apply to such agreements, the good practice recommendations contained in the Toolkit for Police Collaboration should still be borne in mind.

192. PACA (or PFCA) agreements are ostensibly covered by EU procurement rules because there is no absolute exemption for public authorities (which may be economic operators), however they may fall under the Teckal exemption or the Commission v Germany principle. See Procurement below (noting that these apply more generally than the context of shared services and private sector involvement). The applicability of EU procurement rules to the provision of support from one police authority to another, or from one police authority to a police force, under a PACA would depend on the nature of the support provided and the relationship, and the above exemptions should be considered in such arrangements. It should not be assumed that these exemptions are relevant to arrangements between police authorities, at least where the proposed contract services are ones for which the private sector might be able to compete. The award of contracts by police authorities within a PACA to a third party for the joint purchase of goods and services and/or the carrying out of works is subject to EU procurement rules and, in particular, to the Public Contracts Regulations 2006. There are financial thresholds in the regulations and there is less regulation of procurements which do not exceed the relevant financial threshold. Irrespective of the threshold limit, the parties to a PACA must act in accordance with the EU principles of transparency and non discrimination in the award of contracts for goods and services.
193. Further details can be found in Procurement below.

INDEPENDENT POLICE COMPLAINTS COMMISSION (IPCC), THE POLICE COMPLAINTS SYSTEM AND MISCONDUCT

194. Where a collaboration agreement involves transferring direction and control over police officers or staff to a different chief officer, this will change the way in which public complaints relating to those officers are managed. The handling of public complaints, conduct matters and death or serious injury matters under the Police Reform Act 2002 and associated regulations are dependent upon which chief officer has direction and control of the police officers or staff members involved.
195. In the area of conduct there are three concepts that have particular importance:
 - Membership of a force;
 - The appropriate authority; and
 - Direction and control.

196. Where *direction and control* is passed from one chief officer to another, as is permitted under a s23 collaboration agreement, there are implications for how public complaints, conduct and death or serious injury matters (as defined in the Police Reform Act 2002) are dealt with. The chief police officer of the force to whom *direction and control* is passed under a collaboration agreement becomes the *appropriate authority* (as defined in the Police Reform Act 2002) and assumes the duty and responsibility to handle public complaints in the same way as would happen if the public complaint was made against a *member* of his/her own force, for example, the responsibility to record complaints or recordable conduct matters and the referral of such matters or death or serious injury matters to the Independent Police Complaints Commission (IPCC).

DISCIPLINARY PROCEEDINGS AND UNSATISFACTORY PERFORMANCE PROCEDURES

197. At the point where decisions have to be made about whether to refer to disciplinary proceedings or unsatisfactory performance procedures a disciplinary matter or performance issues arising from a public complaint, the responsibility reverts back to the chief police officer of the force of which the individual(s) concerned is a *member*. It follows that if there are disciplinary or performance issues that arise other than from a public complaint, under the Police (Performance) Regulations 2008 or misconduct under the Police (Conduct) Regulations 2008, the responsibilities always rest with the force of which the individual(s) is a *member*. Of course the chief officer of the force to whom *direction and control* has passed should initiate and report on discipline and performance matters as they affect the collaboration agreement and arrangements. Cases may arise where police officers from different forces are involved in the same incident where disciplinary proceedings may be appropriate. In such cases it is the responsibility of the chief officer where the officer is a *member* to determine whether the matter should be referred to disciplinary proceedings or not. The regulations do allow for disciplinary proceedings to be held by officers or police staff managers from another force and therefore (if appropriate) the officers could have their meeting or hearing for misconduct together.
198. This change of responsibilities only applies to police officers up to and including the rank of Chief Superintendent, all special constables and all police staff, but not to senior officers of a force. This is because there is no similar provision for the Police Authority to pass on their role and responsibilities as the *appropriate authority* for senior officers.
199. In a collaboration agreement where *direction and control* has passed and then that collaborative group is working with other police forces or agencies to which s23 does not apply (e.g. Scottish forces or PSNI enabled through the provisions in s98 of the Act, or HMRC, SOCA or NPIA) it might happen that a public complaint is received which involves individuals from all forces and agencies. The chief officer to whom *direction and control* has passed can only act for the forces party to the collaboration agreement. None of the other forces or agencies exemplified here can be party to that collaboration agreement as they are not included in the primary legislation.

200. As in their own force a chief police officer may delegate the authority to discharge roles and responsibility under the Police Reform Act 2002. However, it is not possible to pass *direction and control* without also passing on the role and responsibilities of being the *appropriate authority*. s29 of the Police Reform Act dictates that, unless the disciplinary action is regarding a senior officer, the *appropriate authority* is the chief officer who has *direction and control* of the officer or police staff *member* in question.
201. In large part collaboration is about increasing the effectiveness and efficiency of some policing activity and thus it is important that those gains are made in as many areas as possible. In this case, where *direction and control* is passed the minimum advantage in relation to public complaints will be enhanced timeliness, reduced bureaucracy and administration. In addition, and equally important, is that where police forces are collaborating it is likely that the public will expect to deal with that collaboration as if a single entity and not have to reach back to individual forces for complaint and accountability.
202. Police officers, special constables and police staff acting together will expect and benefit from a consistency of approach to the issues of complaint and a single *appropriate authority* is more likely to deliver this aspect.
203. Collaboration can falter where there is a lack of leadership, an absence of a genuine culture of co-operation, support and a proper sense of belonging and loyalty. The effective management of complaints and conduct matters is an important contributor to managing these issues.
204. Where a force assumes the responsibility for *direction and control* and under the agreement becomes the *appropriate authority* then the level of legal and financial liability will almost certainly increase. That has implications for the workforce in these areas of increased risk. The agreement should address this possibility.
205. The level of insurance cover will have to be addressed and this may raise insurance premiums for the lead force. This will be part of the operating cost model.
206. It is likely that the ‘professional standards’ capability and capacity of the force with *direction and control* will need to be assessed to ensure that it can meet any new demands that may result from the collaboration.
207. The early involvement of all police officer/staff associations and police staff trade unions is fundamental to getting the understanding and co-operation that is necessary for this dimension of collaboration to work effectively.
208. Because matters of complaint are highly ‘regulated’ there should already be in place the mechanics for a high degree of consistency across collaborating forces. It is important that there is a clear appreciation of the ‘principles’ that underpin the law and regulation. In this way actual consistency and fairness is likely to be achieved. A statement about the

principles and the approach to be adopted might be included in the agreement. See **Operation and Improvement | 4. Managing people | B. Discipline and Complaints** in the Toolkit for Police Collaboration for further advice and a checklist of recommended actions.

WHISTLEBLOWING

209. The Public Interest Disclosure Act 1998 (PIDA) provides a framework of legal protection for individuals who disclose information so as to expose malpractice and matters of similar concern and protects these individuals (known as “whistleblowers”) from victimisation and dismissal.
210. As employees, police staff were covered by the PIDA since its inception; this was not the case for police officers as they are officers of the Crown, not employees. s37 of the Police Reform Act 2002 amended the Employment Rights Act 1996 to allow for police officers (and police cadets) to be regarded as ‘employees’ for the purpose of giving them the protection afforded by the PIDA. The amendments also made ‘the relevant officer’ the employer for the purposes of PIDA. For a member of a police force that ‘relevant officer’ is the chief officer of that force.
211. Given the legal structure that whistleblowing operates in a collaboration will not change the “employee”/”employer” relationship that provides the necessary protection against victimisation and dismissal. Thus even if police staff are under the direction and control of another chief officer it is the chief officer of their home force where they are members who must give the protection. Therefore within a collaboration agreement it is highly recommended that it sets out the lines of reporting for police officers or police staff and clarifies that they are able to report “whistleblowing” matters back to their home force.
212. By clearly stating in collaboration agreements that the reporting lines of police officers and police staff lie with their home force, the risk of uncertainty or confusion may be effectively minimised.

Procurement

Implementation and migration | 1. Procurement

213. Arrangements for collaborative procurement should be agreed and set out in a PACA/PFCA. This part aims to provide general considerations only and the individual circumstances of an individual collaboration project should always be taken into account. See **PROCUREMENT** above, under **Legal duties and liability for breach**, for an outline of the applicability of EU procurement rules to police collaboration in general.
214. Plans for support between police authorities under a PACA should always be considered carefully in terms of whether they might fall within the scope of EU procurement rules since there is a strong likelihood that many of the functions provided by police authorities may qualify for competition with the private sector.
215. **Important notice:** For complex procurements, for example those involving the appointment of private sector partners, professional procurement and legal advice should be sought. Legal advice should also be sought before relying on any particular exemptions to EU procurement rules.

PROCUREMENT CONSIDERATIONS

Implementation and migration | 1. Procurement | A. Procurement considerations

FACTORS AFFECTING THE APPLICABILITY OF EU PROCUREMENT LAW

216. Some collaborative arrangements may involve the establishment of a dedicated shared services organisation either within the public sector, or in partnership with the private sector, to provide the services. The extent to which such services must be subjected to competition depends on a number of factors, including but not limited to:
 - **Whether or not the collaboration is a separate legal entity.** Procurement rules do not apply to arrangements between organisations which are part of the same legal person.
 - **If it is a separate entity, whether the ‘in-house’ exception applies.** Exceptions to the rules include arrangements between organisations who, although legally separate, are so closely connected that it would be inappropriate to make their dealings subject to the rules, and are for procurement purposes considered to be indistinguishable. This is the “in-house exception” established in the case of *Teckal* (Case C 107/98). Subsequent cases confirming the principle include *Case C-480/06 Commission v Germany*, which makes clear that *Teckal* applies to mutual aid arrangements so long as the arrangement is “governed solely by considerations and requirements relating to the pursuit of objectives in the public interest”; and there is no differential impact on one private sector entity as opposed to another. This may be the case with respect to arrangements made by forces or authorities. *Brent London Borough Council v Risk Management Partners Ltd and London Authorities Mutual Ltd and Harrow London Borough Council* [2009] EWCA Civ 490 were also relevant, and showed that entities

owned by multiple contracting authorities could be within the Teckal exemption, and that the more independently an entity was free to act, the less likely it was to be within the exemption. Brent also established firmly that the exemption would be strictly interpreted and that the onus would be on the contracting authority to establish that the exception applied, therefore this is an area where considerable caution should be exercised. For service contracts, contracting authorities may also wish to take advice on the application of Reg.6(2)(1) - the exemption which applies to award on the basis of an exclusive right pursuant to published law, regulation or administrative provision which is compatible with the EC Treaty.

- **The nature, scope and intention of the process undertaken to appoint or establish the shared services organisation.** For example:
 - The scope of the original OJEU notice and contract.
 - Whether this notice envisaged the provision of services to other bodies.
 - Whether a contract to supply such services is being let under a framework agreement or entered into by a Central Purchasing Body.

For example, in the case where a contract has been constructed as a framework agreement, provided that the proposed services, arrangements and beneficiaries all fall within the scope of the original OJEU Notice and the ensuing competitive process which led to the framework being set up, then only the limited competition required by the framework will be necessary.

- **Legal advice services across a broadly defined customer community.** Legal advice should be sought on a case by case basis if a shared services organisation is being set up or where the procurement is from an already established organisation.

WORKFORCE MATTERS IN PROCUREMENT

217. Particular consideration should be given to procurement plans which involve the transfer of police staff to the private sector. The Cabinet Office Code of Practice on Workforce Matters in Public Sector Service Contracts details the approach to dealing with public sector service contracts which involve a transfer of staff from a public sector organisation to the service provider, or in which staff originally transferred out from the public sector organisation as a result of an outsourcing are transferred under TUPE to a new provider under a re-tender of a contract. Police authorities in such circumstances are required to certify that they have complied with the requirements of the Code, where applicable, as part of the Annual Policing Plan Report.
218. When planning procurement collaborations, police forces and authorities should also consult the Home Office Best Value and Planning Guidance for Police Forces and Authorities 2003 (Appendix D, Handling of Workforce Matters in Procurement).
219. See **Implementation and migration | 1. Procurement** in the Toolkit for Police Collaboration for further considerations to be taken for joint procurement.

Managing the collaboration over time

220. This part sets out particular considerations and requirements of the Act in relation to strategic changes to collaborations.

REVIEWING AND AMENDING THE AGREEMENT

[Operation and improvement](#) | [2. Managing the agreement](#)

221. Good practice indicates that as a general principle a PFCA/PACA should include specific review milestones that allow all parties to consider their ongoing participation. It is recommended that collaboration agreements should be reviewed periodically, or where any significant changes to services or circumstances arise.
222. See also *LEGAL REQUIREMENTS / AMENDING AN AGREEMENT – S23C(3) AND S23C(4)* above.

NEW PROJECTS

[Maturity & next steps](#) | [1. Changing the scope](#) | [A. New projects](#)

223. A mature collaboration may wish to build upon its successes and embark upon new projects. New projects could include new services, new partners or (in the situation where, via a collaboration agreement, more than one police force or police authority is acting as a supplier) new clients. In all cases, where changes are made to a collaboration, the existing collaboration agreement must be terminated by mutual agreement and a new collaboration agreement must be drawn up.

ENDING THE AGREEMENT

[Maturity & next steps](#) | [2. Terminating the agreement](#) | [A. Terminating the agreement](#)

224. It is important before signing up to a collaboration agreement to clearly set out the conditions under which the agreement may end. Termination of the collaboration agreement may be required for a variety of reasons, for example the collaboration may have successfully completed its objectives and no longer be required or the envisaged benefits may not be being realised and alternative solutions may be required.

EXIT STRATEGY

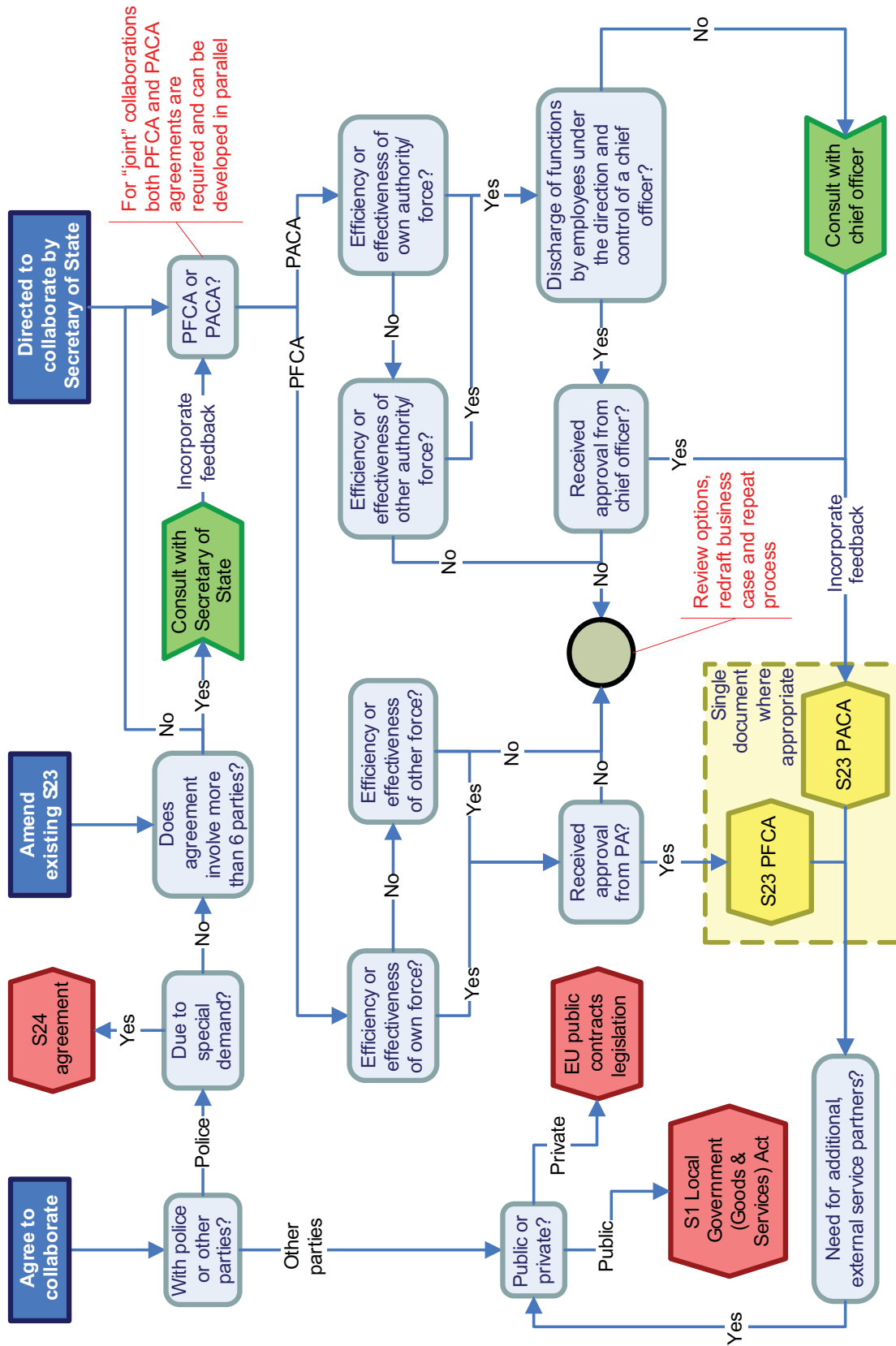
225. The final stage of a collaboration arrangement may involve the repatriation or transfer of service delivery responsibilities back to the collaboration partners. The nature of which services remain with an authority/force and which transfer to the other police forces or police authorities in the collaboration will be determined by the type of collaboration and the resources that you have contributed to the collaboration.
226. An exit strategy should be defined in the agreement at the outset so that the conditions triggering termination (excluding the legal triggers set out below) are identified prior to commencement of the collaborative service.

227. Termination may be required due to failures in performance or changes in business conditions not foreseen at the time the agreement was signed. Alternatively it may occur due to completion of the existing arrangement.
228. The complexities of exiting a collaboration will vary with the formality of the arrangement and its duration. In the most complex cases, for example where a joint venture operation has been in place for a significant amount of time, potential exits should be planned with the same rigour as initial set-up. Activities to consider in an exit plan may include:
- Managing the implications of secondary TUPE and pensions.
 - Dealing with the impact on tax schemes and the regulatory environment.
 - Returning assets back to an organisation or another provider.
 - Supporting the re-absorption of officers and staff by their home forces where applicable.
 - Ensuring operational continuity during transitions.

TERMINATION

229. See ***LEGAL REQUIREMENTS / AMENDING AN AGREEMENT – S23C(3) AND S23C(4)*** and ***EXITING FROM OR TERMINATING AN AGREEMENT – S23C(5)*** above on the legal requirements for amending/ending a collaboration agreement.

Annex A – Decision process for collaboration



Annex B – Glossary

Term	Description
ACPO	The Association of Chief Police Officers.
APA	The Association of Police Authorities.
BTP	The British Transport Police.
Chief Officer	<p>The most senior ranking police officer in a police force. This term refers to any of the Chief Constables of the police forces in England and Wales, the Commissioner of the City of London Police or the Commissioner of the Metropolitan Police.</p> <p>Although some other senior ranking officers are members of ACPO and may be referred to as being of “chief officer rank”, for the purposes of this Guidance, they are not included under the definition.</p>
CIO	Chief Information Officer.
CNC	The Civil Nuclear Constabulary.
Collaboration agreement	A collaboration agreement completed by a police force or police authority in line with the requirements of s23 of the Act. See also PACA and PFCA.
DPA	The Data Protection Act 1998.
EU procurement rules	European Union (EU) Procurement Directives, which set out a legal framework for public procurement, the purpose of which is to open up the public procurement market and to ensure free movement of goods and services within the EU. The overriding principles of the European Treaty and to ensure compliance in letting contracts include: Equality of Treatment, Non-discrimination and Transparency.
FOI	Freedom of Information - The Freedom of Information Act came into force on January 1st 2005. It gives individuals the right to ask any public body for all the information they have on any subject they choose. And unless there is a good reason, they have to provide it to them within a month.
FOIA	The Freedom of Information Act 2000.
HMIC	Her Majesty’s Inspectorate of Constabulary.
HMRC	Her Majesty’s Revenue and Customs.
Home force	The originating force which an officer or member of police staff may leave in order to join a collaboration.
ICT	Information and communications technology.
IPCC	The Independent Police Complaints Commission.

Term	Description
Member of a police force	Police officer or special constable of a police force (their “home force”, as contrasted with a force with which they may be working under a collaboration agreement).
Member of police staff	“Member of police staff” refers to police staff and does not include police officers.
MPS	The Metropolitan Police Service.
NPIA	The National Policing Improvement Agency.
Officer	Unless explained in the context, “officer” should be taken to mean “police officer”.
OJEU	The Official Journal of the European Union (formerly OJEC) - the publication in which all contracts from the public sector which are valued above a certain financial threshold according to EU legislation, must be published.
PABEW	The Police Advisory Board of England and Wales.
PACA	Police Authority Collaboration Agreement - A s23A collaboration agreement between police authorities.
Partner organisation	Any non-police organisation with which the police work on a regular basis, such as local authorities.
PFCA	Police Force Collaboration Agreement - A s23 collaboration agreement between chief officers.
PIDA	The Public Interest Disclosure Act 1998.
Police officer	Sworn member of a police force holding the office of “constable” (“constable” is separately used as a rank).
Police staff	Employees of police authorities who carry out vital roles supporting frontline officers.
PSNI	The Police Service of Northern Ireland.
RIPA	The Regulation of Investigatory Powers Act 2000.
s23	Unless dictated by context, “s23” may denote Sections 23 to 23I of the Police Act 1996, thus “s23 agreement” may refer to either an agreement made under s23 of the Act or one made under s23A of the Act.

Term	Description
Secondment	For the purposes of this Guidance, “secondment” refers to arrangements, such as under a collaboration agreement, where an officer or member of police staff is on loan or posted to a partnership organisation which may include another police force or police authority. This definition is in line with the common usage of the term in the police service for temporary arrangements of this kind. This is not the same as the use of the term in the Police Act, which refers only to services away from the home force under the provision of s97 of the Act, which specifies that “relevant service” applies to particular receiving organisations set out in that section. A secondment to an organisation other than a police force or police authority would not fall within the terms of a s23 or s23A collaboration agreement.
SOCA	The Serious Organised Crime Agency.
SPP	Special Priority Payments.
The Act	The Police Act 1996.
Toolkit	The Toolkit for Police Collaboration is an electronic document which includes the content of this Statutory Guidance and additional supportive material to assist police authorities and forces to develop and run collaborations. The Toolkit can be downloaded and is available on CD – requests for access or a copy can be made to police.collaboration@homeoffice.gsi.police.uk.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006.

