

Statement made on behalf of: The Commissioner of Police of the  
Metropolis

Witness: Cairo

Statement No: 1

Exhibits Referred to: Cairo/160212/2

Date Statement Made: 12th February 2016

**IN THE MATTER OF**

**Undercover Policing Public Inquiry**

This is the exhibit marked Cairo/160212/2 referred to in the statement of Cairo, dated this 12th of February 2016.



**METROPOLITAN POLICE  
SPECIAL BRANCH**

[REDACTED]

To **D/Supt** **HN199**  
From **DI** **HN53**  
Date **4<sup>th</sup> February 2005**  
Re **Proposed SDS Pre-Deployment Document**

As discussed, I have now prepared a draft composite document (attached) which should be read and signed by each SDS Undercover Officer prior to deployment on field operations. Those officers already deployed should also be issued with the document and sign the relevant Confidentiality Declaration and Memorandum of Understanding. Once signed, it is intended that each document will be retained within SDS (in paper form) for the duration of the operation. Sections 4 and 5 should then be retained indefinitely.

As it stands, the following elements make up the document:

- Section 1 **Welfare Policy**
- Section 2 **SDS Post Operation Career Management Policy**
- Section 3 **Codes of Conduct:** [REDACTED]
- Section 4 **Confidentiality Declaration**
- Section 5 **Agreement & memorandum of Understanding**

You may feel that the following documents might also usefully be incorporated into the paper:

- **National Undercover Guidelines/Code of Practice**
- **SDS Pre-Deployment Training Programme**

**HN53**  
**Detective Inspector**

[REDACTED]



## **AGREEMENT & MEMORANDUM OF UNDERSTANDING**

### **Date and Parties**

This Memorandum of Understanding is made on \_\_\_\_\_ between (1) The Commissioner of Police of the Metropolis ('The Commissioner') and (2)

### **1 Commencement**

This Memorandum of Understanding will commence on the date on which it is signed.

### **2 Undertakings by The Commissioner**

2.1 In consideration of the undertakings entered into by \_\_\_\_\_ which are set out below, The Commissioner undertakes on behalf of the Metropolitan Police Service:

2.1.1 Not throughout \_\_\_\_\_'s lifetime to disclose the fact that she/he served as a Special Duty Section undercover officer other than:

- For the purposes of properly performing its obligations under this agreement;
- In order to safeguard \_\_\_\_\_'s security and welfare;
- With \_\_\_\_\_'s consent; or
- Under compulsion of law or statutory duty.

2.1.2 To manage \_\_\_\_\_'s subsequent career within the Metropolitan Police Service in a way which ensures that neither she/he, nor the SDS operation, is placed in a position of potential compromise. In specific terms, \_\_\_\_\_ will not be required to:

- Perform close personal protection duties  
*(for a period of TEN years from the end of the SDS operation);*
- Perform 'front-line' Special Branch duties at port  
*(for a period of FOUR years from the end of the SDS operation);*



- Perform 'front-line' uniform police duties – specifically where there is a possibility of overt attendance at public order events  
*(for a period of FOUR years from the end of the SDS operation);*
- Perform Special Branch Borough Liaison duties  
*(for a period of FOUR years from the end of the SDS operation);*

or

- Be placed in a position in which she or he is required to appear on television or radio as a police officer  
*(for at least FIVE years – and preferably longer).*

In each of the above cases, once the relevant period has elapsed, any posting decision must be considered on the basis of a review of relevant operational factors by the current SDS management team. In some cases, particularly where there have been concerns about the integrity of the operation or the safety of the officer, the balance should be in favour of extending the prohibition.

- 2.1.3 To take all necessary steps to ensure [redacted]'s continued operational and personal security, including the provision of welfare, advice and support, both during her/his police career and thereafter<sup>14</sup>.
- 2.1.4 To ensure that the 24 hour/7 days a week nature of the SDS operation is recognised by the payment of 136 hours overtime in any given pay month of full deployment<sup>15</sup>.
- 2.1.5 To ensure that the long term, intensive nature of the SDS operation is recognised by the granting of a period of paid Special Leave at the conclusion of the operation. This period will be calculated on the basis of ten working days for each year of full deployment<sup>16</sup>.

### **3 Undertakings by**

- 3.1 In return for the assistance and undertakings to be provided by The Commissioner as set out in paragraph 2 of this Memorandum of Understanding, [redacted] undertakes:
- 3.1.1 To take all reasonable and practical steps to ensure that situations in which he/she could be identified as a former SDS undercover officer are avoided;

<sup>14</sup> As detailed in the SDS Welfare Policy Paper

<sup>15</sup> For the purposes of this section, 'full deployment' does not include periods of absence through leave or sickness of more than five working days in the relevant pay month.

<sup>16</sup> For the purposes of this section, 'full year of deployment' includes the officer's Annual Leave entitlement. Absences through sickness during the relevant year will be considered in the light of the Service Attendance Management Policy.



- 3.1.2 To accept the necessarily restrictive nature of his/her post-SDS career path;
  - 3.1.3 Not to publish without the prior written authority of The Commissioner any information which relates to security or intelligence matters and/or the work of the Special Duty Section of the Metropolitan Police Special Branch<sup>17</sup>;
  - 3.1.4 To ensure that all documents and articles relating to his/her covert SDS identity are returned to the SDS office for destruction and/or disposal;
  - 3.1.5 Not to retain any classified document relating to any aspect of the SDS operation unless specific written authority has been obtained;
  - 3.1.6 Not to disclose details of his/her SDS operation without prior written authority from The Commissioner other than where necessary to meet obligations contained in this Memorandum of Understanding; where required by law; or for the purpose of obtaining legal advice. Before seeks legal advice regarding any aspect of his/her SDS operation, he/she must have written authorisation to do so from The Commissioner in relation to the legal adviser or firm of legal advisers specified. Such authorisation may be refused if there are reasonable grounds for believing that to do so would impact on 's safety and welfare; the safety and welfare of other SDS officers; and/or the operational integrity of the SDS operation.
- 3.2 These undertakings shall persist for the lifetime of and are without prejudice to the existing obligations owed by him/her under the Official Secrets Acts 1911 – 1989.

**4 Amendment**

- 4.1 No amendment to this Memorandum of Understanding shall be valid unless it is made in writing and signed by both parties.

**5 English Law**

- 5.1 This Memorandum of Understanding is to be interpreted in accordance with English law and any disputes arising under it shall be so determined.

Signed ..... NAME:  
(on behalf of The Commissioner of Police of the Metropolis)

DATE:

Signed ..... NAME:

WARRANT N<sup>o</sup>: DATE:

<sup>17</sup> For the purposes of this Memorandum of Understanding, 'publish' has a broad meaning and would include, for example, disclosures made in an interview or on the internet, whether in my own name or anonymously