



Collaboration Agreement Summary

East Midlands Special Operations Unit – Major Crime

1. A collaboration agreement to establish the East Midlands Special Operations Unit – Major Crime (EMSOU-MC) which will provide a collaborative unit to support and assist the Forces in the investigation of crimes of murder, manslaughter, kidnap with demands and extortion (and other investigations subject to tasking and capacity) across the East Midlands Region.
2. In accordance with Section 23E of the Police Act 1996, this summary was prepared for publication on behalf of the Parties and contains summarised provisions in relation to scope and purpose, term, termination, direction and control, governance, funding and liabilities as deemed appropriate.
3. The Parties to this agreement are:
 - i. The Police and Crime Commissioner for Derbyshire
 - ii. The Police and Crime Commissioner for Lincolnshire
 - iii. The Police and Crime Commissioner for Leicestershire
 - iv. The Police and Crime Commissioner for Northamptonshire
 - v. The Police and Crime Commissioner for Nottinghamshire
 - vi. The Chief Constable of Derbyshire Constabulary
 - vii. The Chief Constable of Lincolnshire Police
 - viii. The Chief Constable of Leicestershire Police
 - ix. The Chief Constable of Northamptonshire Police
 - x. The Chief Constable of Nottinghamshire Police.
4. This agreement shall take effect from 20th January 2012 and shall continue in force for five years or until such time as it is terminated in accordance with its terms.
5. The Chief Constable and Police and Crime Commissioner of a collaborating force may withdraw from this collaboration upon twelve month's written notice to the Parties.
6. The Police and Crime Commissioners for each respective force shall be responsible for the governance of this collaboration and for the holding to account the relevant Chief Officer for the discharge of functions by anyone who is acting under the terms of this collaboration agreement.
7. The parties agree that there will be a Management Board consisting of a representative of each Force of at least the rank of Assistant Chief Constable, the Deputy Chief Constable (East Midlands Region), the Head of EMSOU-MC, a HR representative supplied by the Lead Party (Human Resources) and a Finance representative supplied by the Lead Party (Finance). The Board will provide management and oversight of EMSOU-MC and will act in accordance with its agreed terms of reference.
8. The Management Board will oversee the appointment of a Head of EMSOU-MC who will be responsible for the organisation, direction and management of EMSOU-MC and leadership of staff within EMSOU-MC.

9. The Head of EMSOU-MC may, as necessary, authorise the purchase or lease of facilities, equipment or premises by the Lead Party (Strategic Estates) or the Lead Party (Procurement) for EMSOU-MC, up to the value of £50,000.00 per purchase or conveyance, provided the Board is notified by the Head of EMSOU-MC of any such purchase or conveyance at the next Board meeting.
10. The Deputy Chief Constable (East Midlands Region) may, as necessary, authorise the purchase or lease of facilities, equipment or premises by the Lead Party (Strategic Estates) or the Lead Party (Procurement) for EMSOU-MC, up to the value of £100,000.00 per purchase or conveyance, provided the Board is notified of any such purchase or conveyance at the next Board meeting.
11. The Parties agree that EMSOU-MC will be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being calculated in accordance with apportionment ratios based on each collaborating force's 'formula funding share' which is the proportion of central grant received by each collaborating force.
12. The Parties also agree to make resource contributions in the way of officer and staff resources as specified in the agreement at no cost to the other Parties.
13. EMSOU-MC will have a Shared Command Team (SCT) consisting of individuals to be employed into new positions by the Lead Party (Human Resources). It is agreed that all salary costs incurred by a Party in respect of the officer and staff resources provided to fill SCT roles will be reimbursed to each Party from the EMSOU-MC budget.
14. The remainder of the staffing of EMSOU-MC (non SCT roles) will be achieved by way of Resource Contributions from the Parties. All salary costs incurred by each Party in respect of the officer and staff resources provided to fill non SCT roles will be borne by each individual Party.
15. All police officers involved in the establishment and maintenance of EMSOU-MC shall continue as sworn constables of their employing force and will remain under the direction and control of the Chief Constable of their employing force regardless of their place of work.
16. The parties acknowledge that the Lead Parties identified in the agreement will be legally responsible and accountable on behalf of EMSOU-MC and its officers and staff. Appropriate insurance cover will therefore be put in place and the cost of such borne by the Parties in accordance with the apportionment ratios calculated based on each collaborating force's 'formula funding share'.
17. The following forces will act as Lead Party in respect of the specified matters;

Finance	Nottinghamshire
Insurance	Nottinghamshire
IS	Nottinghamshire
HR	Nottinghamshire
Fleet	Nottinghamshire
Strategic Estates	Nottinghamshire
Legal Services	EMPLS (Collaboration including all participating forces)
Custody	Nottinghamshire
Forensics	Nottinghamshire
Property Storage	Nottinghamshire
Interview Services	Nottinghamshire
Procurement	Nottinghamshire
Audits	Nottinghamshire

18. Each Party to this agreement agrees to comply with their respective obligations relating to information assurance, freedom of information, confidentiality, data protection, data security and risk management under any relevant regional agreement.
19. The provisions listed at paragraph 17 are contained within the Agreement but their detailed publication is not deemed appropriate as either;
 - I. They are merely standard boiler plate clauses and are not considered controversial in any way or;
 - II. They contain sensitive operational or commercial information which it is not considered in the public interest to disclose;

20.

Introduction and Legal Context	Consequences of Termination
Definitions and Interpretations	Public Interest Disclosures
Management Board's Terms of Reference	Disputes and Arbitration
Head of Units Responsibilities	Assignment
Audit and Inspection	Illegal/unenforceable provisions
Confidentiality	Waiver of rights
Publicity	Entire Agreement
Common Policies and Procedures	Formalities
Procurement etc	Third parties and Successors
Support	Further Assurances
Information Management	Governing Law
Notices	Intellectual Property and Know How
Review and Variation	