



## **Collaboration Agreement Summary**

### **East Midlands Operational Support Service (EMOpSS)**

1. A collaboration agreement to deliver an integrated East Midlands Operational Support Service (EMOpSS) capable of providing a collaborative operational support in the areas of armed policing, strategic roads policing, specialist services and command and control for the Parties to this agreement.
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 Leicestershire
  - ii. The Police and Crime Commissioner for Lincolnshire
  - iii. The Police and Crime Commissioner for Northamptonshire
  - iv. The Police and Crime Commissioner for Nottinghamshire
  - v. The Chief Constable of Leicestershire Police
  - vi. The Chief Constable of Lincolnshire Police
  - vii. The Chief Constable of Northamptonshire Police
  - viii. The Chief Constable of Nottinghamshire Police
4. This agreement shall take effect from 17<sup>th</sup> August 2015 and shall continue in force for five years unless terminated earlier 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 months' written notice to the other Parties.
6. The Police and Crime Commissioners for each force shall be responsible for the governance of this collaboration and for holding to account the relevant Chief Constable for the discharge of functions by anyone who is acting under the terms of this collaboration agreement.
7. The Parties agree there shall be a Strategic Management Board which will be the primary forum for the consideration of any strategic issue arising in relation to EMOpSS and shall consist of:
  - a. the Chief Constable designated as strategic lead for EMOpSS;
  - b. the Assistant Chief Constables from each Force;
  - c. a senior finance representative from the Lead Force responsible for Finance;
  - d. a senior human resources representative from the Lead Force responsible for Human Resources; and
  - e. the Head of EMOpSS.
8. The Parties agree that there shall also be an Operational Performance Board (OP Board) consisting of:
  - a. the Head of EMOpSS;
  - b. each Superintendent and Chief Inspector attached to EMOpSS;
  - c. a senior finance representative from the Lead Force responsible for Finance;
  - d. a senior human resources representative from the Lead Force responsible for Human Resources; and

- e. the Assistant Chief Constable designated as strategic lead for EMOpSS.
- 9. The OP Board will be responsible for the organisation, direction and management of EMOpSS and will act in accordance with its agreed terms of reference.
- 10. The Parties agree that EMOpSS will be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being set out in the collaboration agreement.
- 11. All police staff fulfilling roles within EMOpSS will remain employees of the Chief Constable of their home Force and the Chief Constables retain direction and control for their respective employees and police officers within EMOpSS.
- 12. 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.
- 13. The provisions listed in paragraph 14 are contained within this agreement but their detailed publication is not deemed appropriate as either:
  - a. they are merely standard boiler plate clauses and are not considered controversial in any way; or
  - b. they contain sensitive operational or commercial information which it is not considered in the public interest to disclose.

14. List of other provisions:

Introduction and Legal Context	Review and Variation
Definitions and Interpretations	Consequences of Termination
Police Act 1997, RIPA and Police Reform 2002	Public Interest Disclosures
Audit and Inspection	Disputes and Arbitration
Human Resources Principles	Assignment
Publicity	Illegal/unenforceable provisions
Policies and Procedures	Waiver of rights
Procurement, Facilities, Services, Equipment and Premises	Entire Agreement
Insurance, liabilities & indemnities	Third Parties
Support and provision of additional services	Further Assurances
Notices	Governing Law
	Intellectual Property and Know How