



## **Collaboration Agreement Summary**

### **East Midlands Police Legal Services**

1. A collaboration agreement to govern the continued operation of the East Midlands Police Legal Services (EMPLS) which provides legal advice and representation for the participating emergency services for the purpose of furthering, preserving or protecting their interests.
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 Leicestershire
  - iii. The Police and Crime Commissioner for Lincolnshire
  - iv. The Police, Fire and Crime Commissioner for Northamptonshire acting as the Policing Body for Northamptonshire
  - v. The Police, Fire and Crime Commissioner for Northamptonshire acting as Northamptonshire Fire and Rescue Authority
  - vi. The Police and Crime Commissioner for Nottinghamshire
  - vii. The Chief Constable of Derbyshire Constabulary
  - viii. The Chief Constable of Lincolnshire Police
  - ix. The Chief Constable of Leicestershire Police
  - x. The Chief Constable of Northamptonshire Police
  - xi. The Chief Constable of Nottinghamshire Police
4. This agreement replaces an earlier agreement for this collaboration unit. This agreement shall take effect from 8<sup>th</sup> July 2019 and shall continue in force until such time as it is terminated in accordance with its terms.
5. An emergency service may withdraw from this collaboration upon twelve months' written notice to the other Parties.
6. Where this agreement is terminated and not replaced within three months by a new collaboration agreement, the responsibility for any ongoing or outstanding legal matter will transfer to the Chief Officer or Commissioner of the emergency service in respect of which the action or matter relates.
7. The Commissioners for each emergency service shall be responsible for the governance of this

collaboration and the Policing Bodies are responsible 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.

8. The Commissioners are responsible for monitoring the effectiveness and efficiency of EMPLS and approving annual estimates of income and expenditure. The Commissioners are also responsible for the authorising of the purchase or lease of facilities, equipment or premises with a value in excess of £20,000 and the reviewing and settlement of claims in accordance with the specific authorisation arrangements agreed with each of them.
9. The Commissioners are also be responsible for the resolving of disputes, approving any significant alteration to the staffing of EMPLS and reviewing this Agreement for the purpose of maintaining a legal framework in which the EMPLS can operate in an efficient and effective manner.
10. The Chief Officers are responsible for monitoring, from an operational perspective, the effectiveness and efficiency of EMPLS, resolving any disputes which may arise from an operational perspective and reviewing this Agreement from an operational perspective.
11. The Chief Officers are also responsible for reviewing and authorising the settlement of claims against themselves in accordance with the specific authorisation arrangements agreed with each of them.
12. The Parties agree that given the nature and size of EMPLS, a management board is not required and, as such, any decisions (other than those which require the approval of the Commissioners and/or the Chief Officers) shall be made by the Regional DCC and/or the Head of Unit.
13. The Regional DCC is responsible for the strategic organisation, direction and leadership of EMPLS.
14. The Head of Unit is responsible for the day to day management of EMPLS and 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 EMPLS, up to the value of £20,000 per purchase or conveyance, provided the Regional DCC is notified by the Head of Unit of any such purchase or as soon as possible.
15. The Parties agree that EMPLS may instruct external solicitors or barristers to represent the interest of the Parties where it is deemed prudent to do so due to issues of capacity or expertise.
16. The Parties agree that EMPLS will be funded by financial contributions from the collaborating Commissioners, such financial contributions being set out in this agreement.
17. The Parties recognise that the Chief Constable of Derbyshire Constabulary is the employing Party in respect of the police staff within the unit based in Ripley, the Chief Constable of Northamptonshire Police is the employing Party of the police staff based in Daventry and the Chief Constable of Lincolnshire Police is the employing Party of the staff based in Nettleham.
18. The Chief Constables agree that pursuant to section 23(4) of the Police Act 1996 the Chief Constable of Derbyshire Constabulary will have direction and control over all police staff within the EMPLS. However, any member of staff working on any matter relating to another Party will obtain instructions from that Party or his/her nominated representative.
19. Derbyshire Constabulary (that being construed as a reference to the Police and Crime Commissioner for Derbyshire or the Chief Constable of Derbyshire Constabulary as the context may require) will act as Lead Party in respect of all matters in connection with this collaboration.
20. The provisions listed in paragraph 21 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.

21. List of other provisions:

- a. Introduction and Legal Context
- b. Definitions and Interpretations
- c. Regional DCC's Responsibilities
- d. Head of Unit's Responsibilities
- e. Records
- f. Audit and Inspection
- g. Publicity
- h. Common Policies and Procedures
- i. Procurement of Facilities, Services, Equipment, Vehicles and Premises
- j. Intellectual Property
- k. Insurance
- l. Liabilities
- m. Support and provision of additional services for EMPLS
- n. Freedom of Information
- o. Confidentiality
- p. Data Security
- q. Risk Management
- r. Data Protection
- s. Notices
- t. Review and Variation of Agreement
- u. Consequences of Withdrawal and Termination
- v. Public Interest Disclosures
- w. Disputes and Arbitration
- x. Assignment
- y. Illegal/unenforceable provisions
- z. Waiver of rights
- aa. Entire Agreement
- bb. Third Parties and Successors
- cc. Further Assurances
- dd. Counterparts
- ee. Governing Law