



## Collaboration Agreement Summary

### East Midlands Collaborative Human Resources Service – Learning and Development Unit (EMCHRS-L&D)

1. A Collaboration of the participating parties to deliver learning and development solutions across the participating forces, to be responsible for the line and performance management of locally employed training officers and to deliver learning and development support services.
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:
  - a. The Police and Crime Commissioner for Derbyshire
  - b. The Police and Crime Commissioner for Leicestershire
  - c. The Police and Crime Commissioner for Northamptonshire
  - d. The Police and Crime Commissioner for Nottinghamshire
  - e. The Chief Constable of Derbyshire Constabulary
  - f. The Chief Constable of Leicestershire Police
  - g. The Chief Constable of Northamptonshire Police
  - h. The Chief Constable of Nottinghamshire Police
4. This agreement replaces an earlier agreement for the same collaboration which was due to expire in March 2016. This replacement agreement takes effect from 6<sup>th</sup> December 2016 and shall continue in force for five years unless it is 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 that there will be a Management Board consisting of a representative of each participating force of at least the rank of ACC and a senior finance representative supplied by the Lead Party (Finance). The Management Board will provide management and oversight of EMCHRS- L&D and will act in accordance with its agreed terms of reference.
8. The Management Board will oversee the appointment of a Head of Unit who 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 the EMCHRS-

L&D, up to the value of £20,000.00 per purchase or conveyance, provided the Management Board is notified by the Head of EMCHRS-L&D of any such purchase or conveyance at the next Board meeting.

9. The collaboration agreement contains provisions enabling EMCHRS-L&D to reduce/recover its costs including through the provision to third parties of products or services developed by EMCHRS-L&D for the Forces.
10. The Parties agree that EMCHRS-L&D will be funded by any income received from the provision of products or services to third parties and 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.
11. All police staff involved in the establishment and maintenance of the EMCHRS-L&D are and will continue to be employed by the Chief Constable of Leicestershire Police (who is the Lead Party (Human Resources)). All salary and redundancy costs incurred by the Chief Constable of Leicestershire in respect of EMCHRS-L&D staff will be reimbursed proportionately by the other collaborating forces.
12. All Police officers involved in the establishment and maintenance of the EMCHRS-L&D shall continue as sworn constables of their home Force. For the avoidance of doubt officers posted to the EMCHRS-L&D will not be seconded as defined by the Police Act 1996 but shall continue as sworn constables of their home force and under the direction and control of the Chief Constable of their home Force regardless of their place of work.
13. The following forces will act as Lead Party in respect of the specified matters:
  - a. Finance Leicestershire
  - b. Insurance Leicestershire
  - c. IS Leicestershire
  - d. HR Leicestershire
  - e. Strategic Estates Leicestershire
  - f. Legal Services East Midlands Police Legal Services
  - g. Property Storage Leicestershire
  - h. Interview Services Leicestershire
  - i. Procurement Leicestershire
  - j. Audits Leicestershire
  - k. Information Management Leicestershire
  - l. Income Generation Leicestershire
14. 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.
15. The provisions listed in paragraph 16 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.
16. List of other provisions:

Introduction and Legal Context	Notices
Definitions and Interpretations	Review and Variation
Management Board's Terms of Reference	Consequences of Termination
Head of Unit's Responsibilities	Public Interest Disclosures
Intellectual Property	Disputes and Arbitration
Audit and Inspection	Assignment
Publicity	Illegal/unenforceable provisions
Common Policies and Procedures	Waiver of rights
Procurement, Facilities, Services,	Entire Agreement
Equipment and Premises	Third Parties and Successors
Insurance	Further Assurances
Liabilities	Governing Law
Support and Provision of Additional	Counterparts
Services	