



## Collaboration Agreement Summary

### East Midlands Special Operations Unit (EMSOU)

1. A collaboration agreement to govern the continued operation of the East Midlands Special Operations Unit which provides support across for the participating forces a variety of units in relation to tackling serious and organised crime in the East Midlands region (excluding forensic services, counter-terrorism, major crime and technical surveillance which are currently provided under separate collaboration agreements).
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 Lincolnshire
  - d. The Police, Fire and Crime Commissioner for Northamptonshire acting as the Policing Body for Northamptonshire
  - e. The Police and Crime Commissioner for Nottinghamshire
  - f. The Chief Constable of Derbyshire Constabulary
  - g. The Chief Constable of Leicestershire Police
  - h. The Chief Constable of Lincolnshire Police
  - i. The Chief Constable of Northamptonshire Police
  - j. The Chief Constable of Nottinghamshire Police
4. This agreement replaces a number of earlier agreements for the collaboration units which form part of this collaboration unit. This agreement shall take effect from 21<sup>st</sup> March 2018 and shall continue in force until such time as it is terminated in accordance with its terms.
5. The Chief Constable and Policing Body of a collaborating force may withdraw from this collaboration upon twelve months' written notice to the other Parties.
6. The Policing Bodies 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 at least the rank of ACC or ACO, each Policing Body, the Chief Executive of each Policing Body, the Regional Deputy Chief Constable for the East Midlands ("Regional DCC"), the Head of EMSOU, the Head of

EMSOU-OPS, the Head of EMSOU-INTEL, a senior HR representative supplied by the Lead Party (HR) and a senior finance representative supplied by the Lead Party (Finance). The Management Board will provide management and oversight of EMSOU and will act in accordance with its agreed terms of reference.

8. The Management Board will oversee the appointment of a Head of EMSOU, who shall be responsible for the organisation, direction and management of EMSOU and the leadership of each Head of Unit (appointed by the Head of EMSOU).
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 per purchase or conveyance, provided the details of the such purchase or conveyance are set out in the next financial report to the next Management Board.
10. The Regional DCC for the East Midlands 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 per purchase or conveyance, provided the details of the such purchase or conveyance are set out in the next financial report to the next Management Board.
11. The Parties agree that for facilities, equipment or premises with a value in excess of £100,000 the Lead Party (Strategic Estates) or the Lead Party (Procurement) may obtain, purchase or lease facilities, equipment or premises for EMSOU with the approval of the Policing Bodies.
12. The Parties agree that EMSOU will be funded partly by external grant and partly by financial contributions from the collaborating Policing Bodies, 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.
13. EMSOU-MC has a Centrally Funded Team consisting of individuals provided by identified Parties where the salary costs incurred by the relevant Party (in respect of the officer and staff resources provided by them to fill the Centrally Funded Team roles) will be reimbursed from the EMSOU-MC budget.
14. The remainder of the staffing of EMSOU-MC (non-Centrally Funded Team roles) will be achieved by way of resource contributions from the Parties at no cost to the other Parties. Accordingly, all salary costs incurred by each Party in respect of the officer and staff resources provided to fill non Centrally Funded Team 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 following forces will act as Lead Party in respect of the specified matters:
  - a. Finance Leicestershire
  - b. Insurance Derbyshire
  - c. Information Support Leicestershire
  - d. Human Resources Leicestershire
  - e. Fleet Leicestershire
  - f. Strategic Estates Nottinghamshire
  - g. Legal Services East Midlands Police Legal Services

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| h. Custody                         | Leicestershire |
| i. Interview Services              | Leicestershire |
| j. Procurement                     | Leicestershire |
| k. Audits                          | Leicestershire |
| l. Risk Management/Health & Safety | Leicestershire |
| m. Information Management          | Leicestershire |
17. 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.
18. The provisions listed in paragraph 19 are contained within the Agreement but their detailed publication is not deemed appropriate as either:
- they are merely standard boiler plate clauses and are not considered controversial in any way; or
  - they contain sensitive operational or commercial information which it is not considered in the public interest to disclose;
19. List of other provisions:
- Introduction and Legal Context
  - Definitions and Interpretations
  - Management Board's Terms of Reference
  - Regional Responsibilities DCC's
  - Head of EMSOU's Responsibilities
  - Audit and Inspection
  - PA97, RIPA and Police Reform Act 2002
  - Publicity
  - Common Policies and Procedures
  - Procurement of Facilities, Services, Equipment, Vehicles and Premises
  - Intellectual Property
  - Insurance
  - Liabilities
  - Support and provision of additional services for EMSOU
  - Notices
  - Review and Variation of Agreement
  - Consequences of Withdrawal and Termination
  - Public Interest Disclosures
  - Disputes and Arbitration
  - Assignment
  - Illegal/unenforceable provisions
  - Waiver of rights
  - Entire Agreement
  - Third Parties and Successors
  - Further Assurances
  - Counterparts
  - Governing Law