



Collaboration Agreement Summary

East Midlands Criminal Justice Service (EMCJS)

1. A collaboration of the participating parties to create and develop an integrated criminal justice service capable of providing a collaborative operational support in all areas of criminal justice across the East Midlands.
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 Leicestershire
 - b. The Police and Crime Commissioner for Lincolnshire
 - c. The Police and Crime Commissioner for Northamptonshire
 - d. The Police and Crime Commissioner for Nottinghamshire
 - e. The Chief Constable of Leicestershire Police
 - f. The Chief Constable of Lincolnshire Police
 - g. The Chief Constable of Northamptonshire Police
 - h. The Chief Constable of Nottinghamshire Police
4. This agreement takes effect from 9th 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 Strategic Management Board consisting of a representative of each Chief Constable, a senior finance representative supplied by the Lead Party (Finance), a senior human resources representative supplied by the Lead Party (Human Resources) and the Head of EMCJS. The Strategic Management Board will provide management and oversight of EMCJS and will act in accordance with its agreed terms of reference.
8. The Strategic Management Board will oversee the appointment of the Head of EMCJS who may, as necessary, authorise the purchase or lease of facilities or equipment (not premises) by the Lead Party (Strategic Estates) for the EMCJS, up to a maximum aggregate value of £25,000 provided
 - a. There are sufficient funds in the EMCJS budget; and

- b. The Strategic Management Board is notified by the Head of EMCJS of any such purchase or lease at the next Board meeting.
9. The Parties agree that EMCJS 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.
10. 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; with officers and staff forming part of the Command and Business Support (as identified in the agreement) being centrally funded out of the EMCJS budget.
11. The Chief Constables of each force shall each retain direction and control of their respective officers and staff who are deployed on duties, functions or support services on behalf of EMCJS.
12. The following forces will act as Lead Party in respect of the specified matters:
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|---------------------------|-------------------------------------|
| a. Finance | Leicestershire |
| b. Human Resources | Leicestershire |
| c. Legal Services | East Midlands Police Legal Services |
| d. Forensics | EMSOU-Forensics |
| e. Procurement | Leicestershire |
| f. Information Management | Nottinghamshire |
13. 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.
14. The provisions listed in paragraph 15 are contained within this agreement but their detailed publication is not deemed appropriate as either:
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| 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. |
15. List of other provisions:
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| Introduction and Legal Context | Notices |
| Definitions and Interpretations | Review and Variation of Agreement |
| PCC Board | Consequences of Withdrawal and Termination |
| Strategic Management Board's Terms of Reference | Public Interest Disclosures |
| Head of EMCJS's Responsibilities | Disputes and Arbitration |
| Police Reform Act 2002 | Assignment |
| Audit and Inspection | Illegal/unenforceable provisions |
| Publicity | Waiver of rights |
| Common Policies and Procedures | Entire Agreement |
| Procurement, Facilities, Services, Equipment and Premises | Third Parties and Successors |
| Insurance | Further Assurances |
| Liabilities and Indemnities | Counterparts |
| Support and Provision of Additional Services for EMCJS | Governing Law |