Collaboration Agreement Summary

Counter Terrorism Policing in the East Midlands ("CTPEM")

1. A collaboration agreement to govern the continued operation of the Counter Terrorism Policing in the East Midlands ("CTPEM") unit which provide the police forces in the East Midlands with a counter terrorist policing capability.
2. CTPEM is one of several dedicated counter terrorism policing units operating within England and Wales.
3. 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.
4. 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
    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
5. This agreement replaces an earlier collaboration agreement and takes effect from 1st April 2025 and shall continue in force until such time as it is terminated by operation of law or in accordance with its terms.
6. The Chief Constable and Police and Policing Body of a collaborating force may withdraw from this collaboration upon giving not less than 12 (twelve) months' written notice (to expire on 31st March in the relevant financial year) to the other Parties.
7. The participating Policing Bodies are 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.
8. The participating Policing Bodies are responsible for monitoring the effectiveness and efficiency of the collaboration and for approving expenditure (and related financial matters).
9. The participating Policing Bodies are also responsible for the resolving of disputes and reviewing this agreement for the purpose of maintaining a legal framework in which the collaboration can operate in an efficient and effective manner.
10. The participating Chief Constables are responsible for determining the operational direction, functions and development of the collaboration and for monitoring, from an operational perspective, the effectiveness and efficiency of the collaboration,

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resolving any disputes which may arise from an operational perspective and reviewing this agreement from an operational perspective.

11. The governance and oversight of the collaboration is provided through the EMSOU Strategic Management Board whose membership and terms of reference are set out in this agreement.

12. On a national level, the CTPEM is also accountable to the governance provisions set out in a national collaboration agreement for counter terrorism policing.

13. At the commencement of this agreement, the CTPEM is entirely funded by the national counter terrorism policing grant. It is anticipated that all future funding would also be by way of national grant. However, the agreement includes provisions to enable (with the agreement of all parties, should it be necessary and/or in exceptional circumstances) for financial contributions to be received from the collaborating Parties, such financial contributions being calculated by apportionment ratios set out in the agreement.

14. 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.

15. Under this agreement, 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 CTPEM.

16. Each Party to this agreement agrees to comply with their respective obligations relating to information assurance, freedom of information, confidentially, data protection, data security and risk management under any relevant regional agreement.

17. The provisions listed in paragraph 18 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.

18. List of other provisions:

Introduction and Legal Context
Definitions and Interpretations
Head of CTPEM's Responsibilities
Records
Audit and Inspection
Human Resources principles
Publicity
Common Policies and Procedures
Procurement of facilities, fleet, equipment, premises and other assets
Insurance
Liabilities
Support and provision of additional services
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

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