

Collaboration Agreement Summary

East Midlands Special Operations Unit – Fraud and Financial Investigation (EMSOU-FFI)

1. A collaboration agreement to establish the East Midlands Special Operations Unit – Fraud and Financial Investigation (EMSOU-FFI) which will deal with all elements of fraud and financial investigation delivering current regional requirements for the Parties to this agreement.
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 subject to this agreement are:
 - I. The Police and Crime Commissioner for Derbyshire
 - II. The Police and Crime Commissioner Leicestershire
 - III. The Police and Crime Commissioner Lincolnshire
 - IV. The Police and Crime Commissioner Northamptonshire
 - V. The Police and Crime Commissioner Nottinghamshire
 - VI. The Chief Constable of Derbyshire Constabulary
 - VII. The Chief Constable of Leicestershire Police
 - VIII. The Chief Constable of Lincolnshire Police
 - IX. The Chief Constable of Northamptonshire Police
 - X. The Chief Constable of Nottinghamshire Police
4. The agreement shall take effect from 22 March 2013 and shall continue in force for five years or until such time as it is terminated 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 month's written notice to the Parties.
6. The Police and Crime Commissioners for each respective force shall be responsible for the governance of this collaboration and for the holding to account the relevant Chief Officer 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 Force of at least the rank of Assistant Chief Constable, the Deputy Chief Constable (East Midlands Region), the Head of EMSOU-FFI, a HR representative supplied by the Lead Party (Human Resources) and a Finance representative supplied by the Lead Party (Finance). The Board will provide management and oversight of EMSOU-FFI and will act in accordance with its agreed terms of reference.

8. The Management Board will oversee the appointment of a Head of EMSOU-FFI who will be responsible for the organisation, direction and management of EMSOU-FFI and leadership of staff within EMSOU-FFI. Should it be determined by the parties during the term of this collaboration agreement that a centralised budget should be established for EMSOU-FFI, the Head of EMSOU-FFI 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-FFI, up to the value of £20,000.00 per purchase or conveyance, provided the Board is notified by the Head of the EMPPS of any such purchase or conveyance at the next Board meeting.
9. The Deputy Chief Constable (East Midlands Region) 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-FFI, above the value of £20,000.00 and up to a value of £50,000.00 per purchase or conveyance, provided the Board is notified of any such purchase or conveyance at the next Board meeting.
10. The Parties agree that for facilities, equipment or premises with a value in excess of £50,000.00 a purchasing party may, obtain, purchase, or lease facilities, equipment or premises for EMSOU-FFI with the approval of the Police and Crime Commissioners.
11. The Parties agree that EMSOU-FFI 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.
12. 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.
13. All police officers involved in the establishment and maintenance of EMSOU-FFI shall continue as sworn constables of their home force and will remain under the direction and control of the Chief Constable of their home force regardless of their place of work.
14. All staff roles within EMSOU-FFI will be filled by staff provided by each participating Police and Crime Commissioner. Such staff will remain the employees of their original employing Police and Crime Commissioner and under the direction and control of the relevant Chief Constable.
15. The parties acknowledge that the Lead Parties identified in the agreement will be legally responsible and accountable on behalf of EMSOU-FFI and its officers and staff. Appropriate insurance cover will therefore be put in place and the cost of such borne by the Parties in accordance with the apportionment ratios calculated based on each collaborating force's 'formula funding share'.
16. 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.

17. The provisions listed at paragraph 18 are contained within the Agreement but their publication is not deemed appropriate as either;

- I. They are merely standard boiler plate causes and are not considered controversial in any way or;
- II. They contain sensitive operational or commercial information which it is not considered in the public interest to disclose;

18. Introduction and Legal Context

Definitions and Interpretations
Management Board's Terms of Reference
Head of Unit's responsibilities
Audit and Inspection
Confidentiality
Publicity
Common Policies and standard operating procedures
Procurement
Insurance
Liabilities
Support of provision of additional services for EMSOU-FFI
Information Management
Notices
Review and variation of agreement
Withdrawal and termination
Consequences of termination
Public interest disclosure
Disputes and arbitration
Assignment
Illegal/unenforceable provisions
Waiver of rights
Entire Agreement
Formalities
Third parties and Successors
Further Assurances
Governing Law
Intellectual Property and Know How