



## **Collaboration Agreement Summary**

### **Payroll Unit**

1. A collaboration agreement to govern the continued operation of the Payroll Unit which will provide payroll services to the Parties to this agreement. The payroll services shall include payment of salaries or pensions (as appropriate) of officers, staff and former police officers of 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 to this agreement are:
  - i. The Police and Crime Commissioner for Derbyshire
  - ii. The Police and Crime Commissioner for Leicestershire
  - iii. The Chief Constable of Derbyshire Constabulary
  - iv. The Chief Constable of Leicestershire Constabulary
4. This agreement shall take effect from 3<sup>rd</sup> December 2015 and shall continue in force for five years unless 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 twenty four 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 there shall be a Strategic Board which will be the primary forum for the consideration of any strategic issue arising in relation to the Payroll Unit and shall consist of the Chief Constables. The Strategic Board will act in accordance with its agreed terms of reference.
8. The Parties agree that there shall also be a Management Board consisting of the Directors of Finance for both forces, the Head of Human Resources for Derbyshire Constabulary and the Director of Human Resources for Leicestershire Police. The Management Board will provide management and oversight of the Payroll Unit and will act in accordance with its agreed terms of reference.
9. The Chief Constables will oversee the appointment of a Head of the Payroll Unit who will be responsible for the organisation, direction and management of the Payroll Unit.
10. The Parties agree that the Payroll Unit will be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being set out in the collaboration agreement.
11. The Police and Crime Commissioner for Leicestershire is the Lead Party (Human Resources) for employment purposes and will employ all police staff involved in the establishment and maintenance of the Payroll Unit and the Chief Constable of Leicestershire Constabulary will have direction and control over all staff within the Payroll Unit pursuant to Section 23(4) of the Police Act 1996.
12. 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.
13. The provisions listed in paragraph 14 are contained within this agreement but their detailed publication is not deemed appropriate as either:

- i. they are merely standard boiler plate clauses 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.

23 List of other provisions:

Introduction and Legal Context	Review and Variation
Definitions and Interpretations	Consequences of Termination
Strategic Board's Terms of Reference	Public Interest Disclosures
Management Board's Terms of Reference	Disputes and Arbitration
Head of Payroll Unit's Responsibilities	Assignment
Audit and Inspection	Illegal/unenforceable provisions
Human Resources Principles	Waiver of rights
Publicity	Entire Agreement
Policies and Procedures	Third Parties
Procurement etc.	Further Assurances
Rights, remedies & liabilities	Counterparts
Support and provision of additional services	Governing Law
Notices	