Collaboration Agreement Summary

Digital Interview Recording (DIR)

1. A collaboration agreement to provide a single interoperable platform for the storage of digital evidence and sharing of police data across Derbyshire, Leicestershire, Nottinghamshire and Northamptonshire.
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 Police and Crime Commissioner for Northamptonshire
    iv. The Police and Crime Commissioner for Nottinghamshire
    v. The Chief Constable of Derbyshire Constabulary
    vi. The Chief Constable of Leicestershire Police
    vii. The Chief Constable of Northamptonshire Police
    viii. The Chief Constable of Nottinghamshire Police
4. This agreement shall take effect from 29th April 2016 and shall continue in force until 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 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 DIR Steering Group which shall consist of:
    a. the Head of EMCJS;
    b. the Head of Unit;
    c. the Justice Department Crime and Justice Manager from Northamptonshire Police;
    d. the CJ Business Systems Administrator or DIR Business Project Manager from Nottinghamshire Police; and
    e. the Criminal Justice Unit Manager from Derbyshire Constabulary.
8. The DIR Steering Group will be responsible for the organisation, direction and management of the DIR and will act in accordance with its agreed terms of reference.
9. The Parties agree that the DIR will be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being set out in the collaboration agreement.
10. The establishment of the DIR does not involve the provision of staff or officers to another force and all police staff supporting the DIR will remain employees of the Chief Constable of their home Force and the Chief Constables retain direction and control for their respective employees and police officers using or accessing the DIR.
11. 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.

12. The provisions listed in paragraph 13 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.

13. List of other provisions:

Introduction and Legal Context	Review and Variation
Definitions and Interpretations	Consequences of Termination
Audit and Inspection	Public Interest Disclosures
Publicity	Disputes and Arbitration
Common Policies and Procedures	Assignment
Procurement, Facilities, Services, Equipment and Premises	Illegal/unenforceable provisions Waiver of rights
Insurance	Entire Agreement
Liabilities & indemnities	Third Parties
Support and provision of additional services	Further Assurances
Notices	Governing Law