Collaboration Agreement Summary

East Midlands Special Operations Unit - Forensic Services (EMSOU-FS)

1. A collaboration agreement to govern the continued operation of the East Midlands Special Operations Unit - Forensic Services (EMSOU-FS) which provides a forensic science and investigation service to the five police forces of 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 the Chief Constables and Policing Bodies for the police areas of Derbyshire, Leicestershire, Lincolnshire, Northamptonshire and Nottinghamshire.
4. This agreement replaces an earlier agreement for the same collaborative unit and takes effect from 1st April 2025 and shall continue in force until such time as it is terminated in accordance with its terms.
5. The Chief Constable and Policing Body of a collaborating force may withdraw from this collaboration upon giving not less than twelve months' written notice (to expire on 31st March in the relevant financial year) to the other Parties.
6. 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.
7. The participating Policing Bodies are responsible for the overall strategy for EMSOU-FS, monitoring the effectiveness and efficiency of EMSOU-FS and approving the budget (and related financial/strategic matters) for EMSOU-FS.
8. The participating Policing Bodies are also responsible for the resolving of disputes, approving any significant alteration to the staffing of EMSOU-FS and reviewing this agreement for the purpose of maintaining a legal framework in which EMSOU-FS can operate in an efficient and effective manner.
9. The participating Chief Officers are responsible for monitoring, from an operational perspective, the effectiveness and efficiency of EMSOU-FS, resolving any disputes which may arise from an operational perspective and reviewing this agreement from an operational perspective.
10. The governance and oversight of EMSOU-FS is provided through a series of governance boards whose membership and terms of reference are set out in this agreement.
11. The Parties agree that EMSOU-FS will be funded by financial contributions from the collaborating Policing Bodies, such financial contributions being calculated in accordance with the apportionment ratios set out in this agreement.
12. EMSOU-FS has a centrally funded team consisting of individuals provided by identified Parties where the salary costs incurred by the relevant Party (in respect of the officer and staff resources provided by them to fill the Centrally Funded Team roles) will be reimbursed from the EMSOU-FS budget.
13. The remainder of the staffing of EMSOU-FS (non-centrally funded team roles) will be achieved by way of resource contributions from the Parties at no cost to the other Parties. Accordingly, all salary costs incurred by each Party in respect of the officer and staff resources provided to fill non-centrally funded team roles will be borne by each individual Party.
14. All police officers involved in the establishment and maintenance of EMSOU-FS shall continue as sworn constables of their employing force. The Lead Party for

accreditation shall exercise direction and control of the officers and staff within EMSOU-FS.

15. Derbyshire is the lead force for finance, information security, information support, human resources, fleet, procurement, audits, information management and cost recovery for EMSOU-FS except for the unit known as EMSOU-TO. Leicestershire is the lead force for for finance, information security, information support, human resources, fleet, procurement, audits, information management and cost recovery for EMSOU-TO. Nottinghamshire is the lead force for strategic estates and Information Technology (subject to specific obligations of the parties identified in this agreement) and a collaborative unit known as EMPLS is the lead for legal services.
16. This agreement identifies each Accredited Body for various centrally managed and locally managed activity identified in the agreement. At the date of this agreement, the Chief Constable for Derbyshire is the Lead Party for accreditation of centrally managed activity.
17. 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.
18. The provisions listed in paragraph 19 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.
19. List of other provisions:
    a. Introduction and Legal Context
    b. Definitions and Interpretations
    c. Records
    d. Audit and Inspection
    e. Publicity
    f. Common Policies and Procedures
    g. Procurement and Disposal of Facilities, Fleet, Equipment, Premises and other Assets
    h. Intellectual Property
    i. Efficiency and Cost Recovery
    j. Insurance
    k. Liabilities
    l. Support and provision of additional services for EMSOU-FS
    m. Information Assurance
    n. Notices
    o. Review and Variation of Agreement
    p. Consequences of Withdrawal and Termination
    q. Public Interest Disclosures
    r. Disputes and Arbitration
    s. Assignment

t. Illegal/unenforceable provisions
u. Waiver of rights
v. Entire Agreement
w. Third Parties and Successors
x. Further Assurances
y. Counterparts
z. Health and Safety
aa. Governing Law