

Collaboration Agreement Summary

East Midlands Regional ESN Programme Team (EMR ESN PT)

1. A collaboration agreement to establish a dedicated resource to provide support for the police forces of Derbyshire, Leicestershire, Lincolnshire, Nottinghamshire and Northamptonshire to enable them to work with national and regional partners to successfully implement the Emergency Services Network (ESN) transition from Airwave within the constraints of the national rollout timetable through the implementation of critical communications.
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:
   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 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
4. This agreement shall take effect from 1st July 2017 and shall continue in force until the Parties are satisfied that they have successfully transitioned from Airwave to ESN with Airwave fully decommissioned 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 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 Programme Board which shall consist of the ESN SRO, the Programme Director, each Force's ESN lead and the Chief Finance Officer of the Police and Crime Commissioner of the Lead Party (Finance).
8. The Programme Board will be responsible for the organisation, direction and management of the EMR ESN PT and will act in accordance with its agreed terms of reference.
9. The Parties also agree that there shall be a Delivery Group which shall consist of the Programme Director, the Programme Manager, each Force's Operational Change Manager; the Regional Technical Project Manager; the Regional Operational Business Change Manager; the Regional Workstream Leads; the EMOpSS's ESN Lead; the EMSOU's NSS (Covert) Transition Manager; and the EMSOU-FS's ESN Lead.
10. The Delivery Group will be responsible for making decisions on operational/routine day to day matters required for progression of the ESN programme in accordance with the aims set out in the collaboration.
11. The collaboration agreement also sets out the responsibilities of the ESN SRO and the

Programme Director. The Programme Director 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 the EMR ESN PT, up to the value of £20,000 per purchase or conveyance, provided the Programme Board is notified by the Programme Director of any such purchase or conveyance at the next Programme Board meeting.

12. The Parties agree that the EMR ESN PT will be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being set out in the collaboration agreement.

13. The Parties also agree to provide officers and staff (identified in the collaboration) as resource contribution to the EMR ESN PT. Such officers and staff shall remain employees of their original employer and under the direction and control of the relevant Chief Constable of their home force.

14. The provisions listed in paragraph 15 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.

15. List of other provisions:

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