Collaboration Agreement Summary

Joint Sustainability Unit ("JSU")

1. A collaboration agreement to govern the creation and operation of the JSU which will provide strategic leadership, coordination and delivery of sustainability initiatives and services to 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 Nottinghamshire
    iii. The Chief Constable of Derbyshire Constabulary
    iv. The Chief Constable of Nottinghamshire Police
4. The agreement takes effect from 1st April 2026 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 giving not less than twelve months' written notice to the other Parties.
6. The Police and Crime Commissioners 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 participating Police and Crime Commissioners are responsible for the overall strategy for the JSU, monitoring the effectiveness and efficiency of the JSU and approving the budget (and related financial/strategic matters) for the JSU.
8. The participating Police and Crime Commissioners are also responsible for the resolving of disputes, approving any significant alteration to the staffing of the JSU and reviewing this agreement for the purpose of maintaining a legal framework in which the JSU can operate in an efficient and effective manner.
9. The participating Chief Constables are responsible for monitoring, from an operational perspective, the effectiveness and efficiency of the JSU, resolving any disputes which may arise from an operational perspective and reviewing this agreement from an operational perspective.

10. The Parties agree that there shall be a Management Board consisting of a representative from each Force of at least the rank of ACC or ACO; the Head of Unit and a senior finance representative supplied by the Lead Party (Finance). The Management Board will provide management and oversight of the JSU and will act in accordance with its agreed terms of reference.
11. The Management Board will oversee the appointment of the Head of Unit who will be responsible for the day-to-day organisation, tasking and management of the JSU in accordance with their agreed terms of reference.
12. The Head of Unit may authorise the purchase or lease of facilities, fleet, equipment, premises or other assets for the JSU up to the value of £20,000 per purchase or lease, provided that the Management Board is notified by the Head of Unit of any such purchase or lease at the next Management Board meeting.
13. The purchase or lease of facilities, fleet, equipment, premises or other assets for JSU with a value more than £20,000 requires the approval of the participating Police and Crime Commissioners.
14. The Parties agree that the JSU will be funded by financial contributions from the participating Police and Crime Commissioners, such financial contributions being set out in the collaboration agreement.
15. The JSU 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 JSU budget.
16. The remainder of the officers and staffing of JSU (non-centrally funded team roles) (if any) 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.
17. All police officers involved in the establishment and maintenance of JSU shall continue as sworn constables of their employing force and will remain under the direction and control of the Chief Constable of their employing force regardless of their place of work.
18. The agreement sets out which Force is acting as lead party in respect of specified matters such as finance, human resources, information management, information security and procurement.
19. 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.
20. The provisions listed in paragraph 21 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.

21. List of other provisions:

Introduction and Legal Context
Definitions and Interpretations
Records
Audit and Inspection
Human Resources Principles
Publicity
Common Policies and Procedures
Procurement and Disposal of Facilities, Fleet, Equipment, Premises and other Assets
Intellectual Property
Insurance
Liabilities
Support and provision of additional services
Notices
Review and Variation of Agreement
Consequences of Withdrawal or Termination
Public Interest Disclosures
Disputes and Arbitration
Assignment
Illegal/unenforceable provisions
Waiver of rights
Entire Agreement
Third Parties and Successors
Further Assurances
Counterparts
Governing Law