Collaboration Agreement Summary

Regional East Midlands Specialist L&D Hub ("EMS L&D Hub")

1. A collaboration agreement to govern the operation of the EMS L&D Hub (formerly known as "EMCHRS L&D") which delivers professional policing practice development, consultation and support services to the participating forces in relation to each force's local delivery of learning and development.
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, Fire and Crime Commissioner for Northamptonshire acting as the Policing Body 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 replaces an earlier agreement for the same collaborative unit and has been entered into to record changes in the structure, precise scope and nomenclature of the EMS L&D Hub since its original creation as EMCHRS L&D. This replacement agreement takes effect from 1st April 2020 and shall continue in force until such time as it is terminated in accordance with its terms.
5. A participating 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 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 Policing Bodies are responsible for the overall strategy for EMS L&D Hub, monitoring the effectiveness and efficiency of EMS L&D Hub and approving the budget (and related financial/strategic matters) for EMS L&D Hub.
8. The participating Policing Bodies are also be responsible for the resolving of disputes, approving any significant alteration to the staffing of EMS L&D Hub and reviewing this Agreement for the purpose of maintaining a legal framework in which EMS L&D Hub 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 EMS L&D Hub, resolving any disputes which may arise from an operational perspective and reviewing this Agreement from an operational perspective.

10. The Parties agree that there will be a Management Board consisting of a representative of each participating force of at least the rank of ACC and a senior finance representative supplied by the Lead Party (Finance). The Management Board will provide management and oversight of the EMS L&D Hub and will act in accordance with its agreed terms of reference.

11. The Management Board will oversee the appointment of a Head of Unit who may, as necessary, authorise the purchase or lease of facilities, fleet, equipment, premises or other assets by the Lead Party (Strategic Estates) or the Lead Party (Procurement) for the EMS L&D Hub, up to the value of £20,000 per purchase or lease, provided the Management Board is notified by the Head of Unit of any such purchase or lease at the next Board meeting.

12. The collaboration agreement contains provisions enabling EMS L&D Hub to reduce/recover its costs including through the provision to third parties of products or services developed by EMS L&D Hub for the participating forces.

13. The Parties agree that EMS L&D Hub will be funded by any income received from the provision of products or services to third parties and by financial contributions from the collaborating Policing Bodies, such financial contributions being calculated in accordance with apportionment ratios based on each collaborating force's 'formula funding share' which is the proportion of central grant received by each collaborating force.

14. EMS L&D Hub 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 EMS L&D Hub budget.

15. The remainder of the staffing of EMS L&D Hub (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.

16. All police officers involved in the establishment and maintenance of EMSOU-MC 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.

17. The following forces will act as Lead Party in respect of the specified matters:

    a. Finance — Leicestershire
    b. Provision of Insurance — Leicestershire
    c. Information Support — Leicestershire
    d. Human Resources — Leicestershire
    e. Strategic Estates — Leicestershire
    f. Legal Services — East Midlands Police Legal Services
    g. Property Storage — Leicestershire
    h. Interview Services — Leicestershire
    i. Procurement — Leicestershire
    j. Audits — Leicestershire
    k. Information Management — Leicestershire
    l. Income Generation — Leicestershire

18. 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.

19. The provisions listed in paragraph 20 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.

20. List of other provisions:

a. Introduction and Legal Context

b. Definitions and Interpretations

c. Intellectual Property

d. Records

e. Audit and Inspection

f. Publicity

g. Common Policies and Procedures

h. Procurement of Facilities, Services, Equipment, Vehicles and Premises

i. Insurance

j. Liabilities

k. Support and provision of additional services for EMS L&D Hub

l. Information Assurance

m. Notices

n. Review and Variation of Agreement

o. Consequences of Withdrawal and Termination

p. Public Interest Disclosures

q. Disputes and Arbitration

r. Assignment

s. Illegal/unenforceable provisions

t. Waiver of rights

u. Entire Agreement

v. Third Parties and Successors

w. Further Assurances

x. Counterparts

y. Governing Law