



## **Collaboration Agreement Summary**

### **East Midlands Criminal Justice Service – Custody (EMCJS-Custody)**

1. A collaboration agreement to govern the operation of the East Midlands Criminal Justice Services Unit for Custody (“EMCJS-Custody”) which will provide the police forces of Leicestershire, Lincolnshire and Northamptonshire with a single supply of custody detention officers.
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 Leicestershire
  - b. The Police and Crime Commissioner for Lincolnshire
  - c. The Police and Crime Commissioner for Northamptonshire
  - d. The Chief Constable of Leicestershire Police
  - e. The Chief Constable of Lincolnshire Police
  - f. The Chief Constable of Northamptonshire Police
4. This agreement takes effect from 18<sup>th</sup> September 2015 and shall continue for a period of three years unless terminated earlier by operation of law or in accordance with its terms.
5. The Chief Constable and Police and Crime Commissioner of a collaborating force may withdraw from this collaboration on 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 that there will be a Strategic Management Board consisting of the Chief Constable of each participating force (or their nominated representative). The Board will provide management and oversight of EMCJS-Custody and will act in accordance with its agreed terms of reference.
8. The Strategic Management Board will oversee the appointment of a Head of EMCJS-Custody.
9. The Parties agree that EMCJS-Custody will be funded by financial contributions from the collaborating Police and Crime Commissioners in amounts set out in the Collaboration Agreement, such amounts being fixed unless the collaborating forces unanimously agree a change at Strategic Management Board and PCC Board level.

10. All custody staff will be employed by Lincolnshire Police as the Lead Party or by its service provider regardless of their employing party of origin and any police staff transferring to the Lead Party (or its service provider) as a result of this agreement will be treated as transferring under the provisions of the Transfer of Undertakings (Protection of Employment) Regulations 2006. All salary costs (including any pension contributions) incurred by the Lead Party (or its service provider) are included within (and reimbursed from) the financial contributions payable by the collaborating forces. Any redundancy or other employment liabilities in respect of EMCJS-Custody staff will be reimbursed by the relevant force which was the employer of the member of staff prior to any transfer.
11. Under this agreement, the Chief Constables of each collaborating force shall each retain direction and control of their respective officers and staff who are deployed on duties, functions or support services on behalf of EMCJS-Custody.
12. Each Party to this agreement agrees to comply with their respective obligations relating to information assurance, freedom of information, confidentiality, data protection, data security and risk management under any relevant regional agreement.
13. The provisions listed in paragraph 14 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.
14. List of other provisions:
 

<ul style="list-style-type: none"> <li>Introduction and Legal Context</li> <li>Definitions and Interpretations</li> <li>Management Board's terms of reference</li> <li>Head of EMCJS-Custody's responsibilities</li> <li>Procurement of Services by Lead Force</li> <li>Audit and Inspection</li> <li>Police Reform Act 2002</li> <li>Publicity</li> <li>Consequences of Termination</li> <li>Insurance</li> <li>Rights, Remedies and Liabilities</li> <li>Non-discrimination</li> <li>Notices</li> <li>Relationship of Parties</li> <li>Authorised representatives</li> <li>Force Majeure</li> <li>Conflict of Interest</li> <li>Receiving Forces provision of additional staff resources</li> <li>Licence in relation to Receiving Force premises</li> </ul>	<ul style="list-style-type: none"> <li>Public Interest Disclosures</li> <li>Dispute Resolution</li> <li>Assignment</li> <li>Illegal/unenforceable provisions</li> <li>Representations and Warranties</li> <li>Waiver of rights</li> <li>Entire Agreement</li> <li>Formalities</li> <li>Third Parties and Successors</li> <li>Further Assurances</li> <li>Intellectual Property Rights</li> <li>Governing Law</li> <li>Review and Variation of agreement</li> <li>Costs and Expenses</li> <li>Standard of Conduct</li> <li>Interest on late payment</li> <li>Assets</li> <li>Common Policies And Standard Operating Procedures</li> </ul>
--	--