



Collaboration Agreement Summary

East Midlands Police Legal Services

1. A collaboration agreement to establish East Midlands Police Legal Services (EMPLS) which will provide legal advice and representation to the Parties to this agreement. EMPLS will provide such advice and representation for the purpose of furthering, preserving or protecting the interest of the Parties.
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 Lincolnshire
 - iii. The Police and Crime Commissioner for Leicestershire
 - iv. The Police and Crime Commissioner for Northamptonshire
 - v. The Police and Crime Commissioner for Nottinghamshire
 - vi. The Chief Constable of Derbyshire Constabulary
 - vii. The Chief Constable of Lincolnshire Police
 - viii. The Chief Constable of Leicestershire Police
 - ix. The Chief Constable of Northamptonshire Police
 - x. The Chief Constable of Nottinghamshire Police.
4. This agreement shall take effect from 08 July 2014 and shall continue in force for five years or until such time as it is 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 twelve month's written notice to the Parties.
6. Where the Agreement is terminated and not replaced within three months by a new collaboration agreement, the responsibility for any ongoing or outstanding legal matter will transfer to the Chief Officer or Police and Crime Commissioner (PCC) of the force area where the legal matter primarily arose.
7. EMPLS will operate under the governance of, and be accountable to, the Police and Crime Commissioners (PCCs). The PCCs will monitor the effectiveness and efficiency of EMPLS and will approve annual estimates of income and expenditure. The PCCs will also be responsible for the authorising of the purchase or lease of facilities, equipment or premises with a value in excess of £20,000 and the reviewing and settlement of claims with a settlement value in excess of £10,000.
8. The PCCs will also be responsible for the resolving of disputes, approving any significant alteration to the staffing of EMPLS and reviewing this Agreement for the purpose of maintaining a legal framework in which the EMPLS can operate in an efficient and effective manner.

9. The Chief Officer of each force party to this agreement shall, from an operational perspective, monitor the effectiveness and efficiency of EMPLS, resolve any disputes which may arise, carry out any review of the Agreement and approve any significant alteration to the staffing of the EMPLS. For this purpose the Chief Officer may delegate their responsibilities to one or more persons as they determine.
10. The Chief Officers will also review and authorise the settlement of claims with a settlement value in excess of £10,000.
11. The parties agree that there will be a Management Board consisting of the Deputy Chief Constables of the collaborating forces. The Board will provide management and oversight of EMCHRS-OHU and will act in accordance with its agreed terms of reference.
12. The Head of Unit 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 EMPLS, up to the value of £20,000.00 per purchase or conveyance, provided the Board is notified by the Head of Unit of any such purchase or conveyance at the next Board meeting.
13. The Head of Unit may, as necessary, authorise the settlement of claims with a settlement value up to £10,000.00 per claim, provided the Board is notified by the Head of Unit of any such settlement at the next Board meeting.
14. The Head of Unit may, as necessary, authorise the instruction of external solicitors or barristers up to the value of £5,000.00 per instruction, provided the Board is notified by the Head of Unit of any such instruction at the next Board meeting.
15. The Parties agree that EMPLS will be funded by financial contributions from the collaborating Police and Crime Commissioners, 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.
16. The Parties recognise that under previous agreements entered into in respect of collaborative legal services the Lead Party (Human Resources) has been the employing party in respect of the police staff within the unit and will continue to be so under the terms of this agreement subject to any staff being specifically identified by the parties as being supplied by a party on secondment in which case those seconded staff will remain employees of the party by which they have been supplied.
17. The Chief Constables agree that pursuant to section 23(4) of the Police Act 1996 the Chief Constable of the Lead Force (Human Resources) will exercise direction and control over all police staff within the EMCHRS-OHU. However, any member of staff working on any matter relating to another party will obtain instructions from that party or his/her nominated representative.
18. The parties acknowledge that the Lead Parties identified in the agreement will be legally responsible and accountable on behalf of EMPLS and its officers and staff. Appropriate insurance cover will therefore be put in place and the cost of such borne by the Parties in accordance with the apportionment ratios calculated based on each collaborating force's 'formula funding share'.
19. The Parties indemnify the Lead Parties in respect of a percentage of any loss, claim, cost or expense incurred by a Lead Party by virtue of its being the legal entity in which liability vests on behalf of EMPLS, such percentage to be determined by the apportionment ratios based on each collaborating force's 'formula funding share' which is the proportion of central grant received by each collaborating force.

20. Derbyshire Constabulary (that being construed as a reference to the Police and Crime Commissioner for Derbyshire or the Chief Constable of Derbyshire Constabulary as the context may require) will act as Lead Party in respect of all matters in connection with this collaboration.
21. 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.
22. The provisions listed at paragraph 22 are contained within the 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;

23.

Introduction and Legal Context	Consequences of Termination
Definitions and Interpretations	Public Interest Disclosures
Management Board's Terms of Reference	Disputes and Arbitration
Head of Units Responsibilities	Assignment
Audit and Inspection	Illegal/unenforceable provisions
Confidentiality	Waiver of rights
Publicity	Entire Agreement
Common Policies and Procedures	Formalities
Procurement etc.	Third parties and Successors
Support	Further Assurances
Information Management	Governing Law
Notices	Intellectual Property and Know How
Review and Variation	