



## Collaboration Agreement Summary

### East Midlands Special Operations Unit - Technical Surveillance Unit

1. A collaboration agreement to govern the continued operation of the East Midlands Special Operations Unit - Technical Surveillance Unit (EMSOU-TSU) which provides support to local, regional, national and international policing operations with the provision of technical surveillance across the East Midlands Region.
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, Fire and Crime Commissioner for Northamptonshire acting as the Policing Body for Northamptonshire
  - e. The Police and Crime Commissioner for Nottinghamshire
  - f. The Chief Constable of Derbyshire Constabulary
  - g. The Chief Constable of Lincolnshire Police
  - h. The Chief Constable of Leicestershire Police
  - i. The Chief Constable of Northamptonshire Police
  - j. The Chief Constable of Nottinghamshire Police.
4. This agreement replaces an earlier agreement for the same collaboration unit. This replacement agreement shall take effect from 1 July 2016 and shall continue in force until such time as it is terminated in accordance with its terms.
5. The Parties are undertaking a review of this collaboration along with other related collaborations and expect to complete this review by 31 March 2020.
6. The Chief Constable and the Policing Body of a collaborating force may withdraw from this collaboration:
  - a. within three months of the March 2020 review, upon six months' written notice to the other Parties;
  - b. at any other time, upon twelve months' written notice to the other Parties.
7. The Policing Body 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.
8. 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 or ACO, each Policing Body, the Chief Executive of each Policing Body, the Regional Deputy Chief Constable for the East Midlands ("Regional DCC"), the Head of EMSOU-TSU, a senior HR representative supplied by the Lead Party (HR) and a senior finance representative supplied by the Lead Party (Finance). The Management Board will provide management and oversight of EMSOU-TSU and will act in accordance with its agreed terms of reference.
9. The Management Board will oversee the appointment of a Head of EMSOU-TSU who will be responsible for the organisation, direction and management of EMSOU-TSU and leadership of staff

within EMSOU-TSU.

10. The Head of EMSOU-TSU 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 EMSOU-TSU, up to the value of £20,000 per purchase or conveyance, provided the details of the such purchase or conveyance are set out in the next financial report to the next Management Board.
11. The Regional DCC for the East Midlands 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 EMSOU-TSU, up to the value of £100,000 per purchase or conveyance, provided the details of the such purchase or conveyance are set out in the next financial report to the next Management Board.
12. The Parties agree that for facilities, equipment or premises with a value in excess of £100,000 the Lead Party (Strategic Estates) or the Lead Party (Procurement) may obtain, purchase or lease facilities, equipment or premises for EMSOU with the approval of the Policing Bodies.
13. The Parties agree that EMSOU-TSU will be funded 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. The Chief Constable of Derbyshire Constabulary is the Lead Party for employment purposes and employs all police staff involved in the establishment and maintenance of EMSOU-TSU.
15. The Chief Constable of Derbyshire Constabulary will accept on secondment within the meaning of section 23 of the Police Act 1996, any police officer involved in the establishment and maintenance of EMSOU-TSU.
16. The Chief Constable of Derbyshire Constabulary shall have direction and control over all officers and staff within the participating forces region who are deployed on duties, functions or support services on behalf of EMSOU-TSU.
17. The following forces will act as Lead Party in respect of the specified matters:
  - a. Finance Derbyshire
  - b. Insurance Derbyshire
  - c. Information Support Leicestershire
  - d. Human Resources Derbyshire
  - e. Fleet Derbyshire
  - f. Strategic Estates Derbyshire
  - g. Legal Services East Midlands Police Legal Services
  - h. Procurement Derbyshire
  - i. Audits Derbyshire
  - j. Risk Management/Health & Safety Derbyshire
  - k. Information Management Derbyshire
18. Each Party 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.
19. The provisions listed in paragraph 20 are contained within the 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. Management Board's Terms of Reference
- d. Head of EMSOU-TSUs Responsibilities
- e. Records
- f. Audit and Inspection
- g. PA97, RIPA, IPA16 and Police Reform Act 2002
- h. Publicity
- i. Common Policies and Procedures
- j. Procurement of Facilities, Services, Equipment, Premises and other assets
- k. Intellectual Property
- l. Insurance
- m. Liabilities
- n. Support and provision of additional services for EMSOU-TSU
- o. Notices
- p. Review and Variation of Agreement
- q. Consequences of Withdrawal and Termination
- r. Public Interest Disclosures
- s. Disputes and Arbitration
- t. Assignment
- u. Illegal/unenforceable provisions
- v. Waiver of rights
- w. Entire Agreement
- x. Third Parties and Successors
- y. Further Assurances
- z. Counterparts
- aa. Governing Law