



## **Collaboration Agreement Summary**

### **East Midlands Risk Register (EMRR)**

1. A Collaboration of the participating parties to create one shared regional risk register to identify threats and risks that may imperil the effectiveness or efficiency of the Parties in discharging their corporate and operational strategies and objectives and to record the processes deployed to mitigate identified risks.
2. As The Parties share common threats which are generic across the organisation or which arise due to existing collaborations between the Parties, co-operation and collaboration in respect of identifying and managing risk is of benefit to the collaborating forces.
3. The collaboration agreement details the terms and conditions under which the nominated Lead Party will enter into contract for the installation and hosting of a shared intranet based risk management system to be utilised by all collaborating forces.
4. 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.
5. The Parties subject to this Agreement are:
  - i. The Police and Crime Commissioner for Derbyshire
  - ii. The Police and Crime Commissioner for Leicestershire
  - iii. The Police and Crime Commissioner for Lincolnshire
  - iv. The Police and Crime Commissioner for Nottinghamshire
  - v. The Chief Constable of Derbyshire Constabulary
  - vi. The Chief Constable of Leicestershire Constabulary
  - vii. The Chief Constable of Lincolnshire Constabulary
  - viii. The Chief Constable of Nottinghamshire Police.
6. This agreement shall take effect from 15<sup>th</sup> October 2012 and shall continue in force for five years or until such time as it is terminated in accordance with its terms.

7. 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.
8. The Police and Crime Commissioners for each respective force shall be responsible for the governance of this collaboration and for the holding to account the relevant Chief Officer for the discharge of functions by anyone who is acting under the terms of this collaboration agreement.
9. The parties agree that there will be an EMRR User Board consisting of a representative of each participating Chief Constable. The Board will provide management and oversight of the EMRR and will act in accordance with its agreed terms of reference.
10. The Parties agree that funding in respect of the EMRR and more particularly the provision and use of the relevant software and all and every cost reasonably associated with and/or directly, incidental or ancillary to it will be provided by the collaborating Police and Crime Commissioners 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.
11. All police staff or officers involved in the establishment and maintenance of the EMRR will remain employed by/sworn constables of their home force and under the direction and control of the Chief Constable of that home force. These police staff/officers will be supplied by the relevant parties at no cost to the other Parties.
12. The parties acknowledge that the Lead Parties identified in the agreement will be legally responsible and accountable on behalf of EMRR 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'.
13. The following forces will act as Lead Party in respect of the specified matters;
 

Finance	Leicestershire
Insurance	Leicestershire
IS	Leicestershire
HR	Leicestershire
Strategic Estates	Leicestershire
Property Storage	Leicestershire
Interview Services	Leicestershire
Procurement	Leicestershire
Audits	Leicestershire
Legal Services	EMPLS (a collaboration of all participating Parties)
14. 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.

15. The provisions listed at paragraph 16 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;

16.

Introduction and Legal Context	Consequences of Termination
Definitions and Interpretations	Public Interest Disclosures
EMRR User Board's Terms of Reference	Disputes and Arbitration
Chief Constable's Responsibilities	Assignment
Audit and Inspection	Illegal/unenforceable provisions
Confidentiality	Waiver of rights
Publicity	Entire Agreement
Facilities and Equipment	Formalities
Support	Third parties and Successors
Information Management	Further Assurances
Notices	Governing Law
Review and Variation	Intellectual Property and Know How