



## **Collaboration Agreement Summary**

### **Criminal Justice Services – Review Retention and Disposal (CJS-RRD)**

1. A collaboration agreement to establish a dedicated resource to provide review, retention and deletion support in compliance with applicable legislation, policing guidance and good practice for information held across the police forces of Derbyshire, Leicestershire, Lincolnshire, Nottinghamshire and Northamptonshire.
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 and Crime Commissioner for Northamptonshire
  - e. The Police and Crime Commissioner for Nottinghamshire
  - f. The Chief Constable of Derbyshire Constabulary
  - g. The Chief Constable of Leicestershire Police
  - h. The Chief Constable of Lincolnshire Police
  - i. The Chief Constable of Northamptonshire Police
  - j. The Chief Constable of Nottinghamshire Police
4. This agreement shall take effect from 1<sup>st</sup> May 2017 and shall continue in force for five years unless terminated earlier in accordance with its terms or extended by the agreement of all the Parties.
5. The Chief Constable and Police and Crime Commissioner of a collaborating force may withdraw from this collaboration upon 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 there shall be a Management Board which shall consist of a suitably qualified individual from each of the collaborating forces.
8. The Management Board will be responsible for the organisation, direction and management of the CJS-RRD and will act in accordance with its agreed terms of reference.
9. The Management Board will oversee the appointment of a Head of Unit who 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 the CJS-RRD, up to the value of £20,000.00 per purchase or conveyance, provided the Management Board is notified by the Head of CJS-RRD of any such purchase or conveyance at the next Board meeting.
10. The Parties agree that the CJS-RRD will be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being set out in the collaboration agreement.
11. The roles within CJS-RRD are new roles which will be filled by individuals specifically recruited into the posts and employed by the Chief Constable of Lincolnshire (who is the Lead Party (Human Resources) for employment purposes under this collaboration agreement) and the

establishment of the CJS-RRD does not involve the provision of staff or officers from another force. All advertising, recruitment and salary or redundancy costs incurred by the Chief Constable of Lincolnshire Police in respect of CJS-RRD staff will be reimbursed proportionately by the other collaborating forces.

12. The Chief Constable of Lincolnshire Police shall have direction and control over the police staff within CJS-RRD.
13. The agreement provides for other policing bodies or chief officers to join the collaboration through signing a Deed of Adherence.
14. The provisions listed in paragraph 15 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.
15. List of other provisions:

Introduction and Legal Context	Data Protection
Definitions and Interpretations	Notices
Audit and Inspection	Review and Variation
Publicity	Consequences of Withdrawal and Termination
Common Policies and Standard Operation Procedures	Public Interest Disclosures
Procurement, Facilities, Services, Equipment and Premises	Disputes and Arbitration Assignment
Insurance	Illegal/unenforceable provisions
Liabilities	Waiver of rights
Support and provision of additional services	Entire Agreement
Freedom of Information	Formalities
Confidentiality	Third Parties & Successors
Data Security	Further Assurances
Risk Management	Governing Law