

Collaboration Agreement Summary

Communications Data Cross Border Collaboration

1. A collaboration agreement to support the Chief Constables of the Parties to more efficiently and effectively discharge criminal investigations within Derbyshire, Leicestershire, Lincolnshire, Northamptonshire, Nottinghamshire and South Yorkshire by utilising the arrangements permissible under sections 22(3B) and 23(3A) of the Regulation of Investigatory Powers Act 2000 ("RIPA") and the Investigatory Powers Act 2016 ("IPA").
2. RIPA and IPA enable authorisations under those Acts to be made by authorising officers and/or designated senior officers upon application by members of their own force and in relation to their own force area as well as upon application by members of another force or in relation to another force area where both forces are party to a collaboration agreement made under the Police Act 1996 (as amended by the Police Reform and Social Responsibility Act 2011).
3. 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 and governance as deemed appropriate.
4. 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
 - e) The Police and Crime Commissioner for Nottinghamshire
 - f) The Police and Crime Commissioner for South Yorkshire
 - g) The Chief Constable of Derbyshire Constabulary
 - h) The Chief Constable of Leicestershire Police
 - i) The Chief Constable of Lincolnshire Police
 - j) The Chief Constable of Northamptonshire Police
 - k) The Chief Constable of Nottinghamshire Police
 - l) The Chief Constable of South Yorkshire Police
5. This agreement shall take effect from 14 July 2021 and shall continue until such time as it is terminated in accordance with its terms.
6. Nothing in this agreement is intended to seek to reduce or otherwise affect the direction or control that each Chief Officer has over the officers and staff of their police force.
7. Where the Agreement expires or is terminated and not replaced within three months by a new collaboration agreement, the responsibility for any ongoing or outstanding police operation, investigation or prosecution including any associated costs and liabilities will transfer to the Chief Officer of the force area where the operation, investigation or prosecution is primarily based. All Chief Officers will seek to minimise the effect of termination on any such ongoing operation, investigation or prosecution by providing reasonable and proportionate assistance to the Chief Officer assuming responsibility.
8. The provisions listed in paragraph 9 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.
9. List of other provisions:
 - a) Introduction and Legal Context
 - b) Definitions and Interpretation
 - c) Disputes and Arbitration

- d) Information Assurance
- e) Review
- f) Liabilities
- g) Notices
- h) Assignment
- i) Binding nature of this Agreement
- j) Illegal/Unenforceable Provisions
- k) Waiver of Rights
- l) Further Assurances
- m) Counterparts
- n) Publicity
- o) Third Parties
- p) Governing Law