

## **Collaboration Agreement Summary**

### **East Midlands Special Operations Unit - Forensic Services (EMSOU-FS)**

1. A collaboration agreement to govern the continued operation of the East Midlands Special Operations Unit - Forensic Services (EMSOU-FS) which provides a forensic science and investigation service to the five police forces of the East Midlands.
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 the Chief Constables and Policing Bodies for the police areas of Derbyshire, Leicestershire, Lincolnshire, Northamptonshire and Nottinghamshire.
4. This agreement replaces an earlier agreement for the same collaboration unit. This replacement agreement shall take effect from 14<sup>th</sup> October 2019 and shall continue in force until such time as it is terminated in accordance with its terms.
5. The Chief Constable and Policing Body of a collaborating force may withdraw from this collaboration upon twelve months' written notice to the other Parties.
6. 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.
7. 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, the Regional Deputy Chief Constable for the East Midlands, the Director of Technical Services, a HR representative supplied by the Lead Party (HR) and a finance representative supplied by the Lead Party (Finance). The Management Board will provide management and oversight of EMSOU-FS and will act in accordance with its agreed terms of reference.
8. The Management Board will oversee the appointment of the Director of Technical Services 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 EMSOU-FS, up to the value of £25,000 per purchase or conveyance, provided the Management Board is notified by the Director of Technical Services of any such purchase or conveyance at the next Management Board meeting.
9. The Regional DCC may, as necessary, authorise the purchase or lease of facilities, equipment or premises for EMSOU-FS up to the value of £100,000, provided the Management Board is notified by the Regional DCC of any such purchase or conveyance at the next Management Board meeting.
10. The Parties agree that EMSOU-FS will be funded by financial contributions from the collaborating Policing Bodies, such financial contributions being calculated in accordance with the apportionment ratios based on each collaborating force's "formula funding share" which is the proportion of central grant received by each collaborating force.
11. Under this agreement, the Chief Constable of Derbyshire Constabulary is the employing party of and has direction and control over all officers and staff within EMSOU-FS save that each collaborating force retains responsibility for its CSI and Digital Forensics Services and accordingly the Chief Constable of the home force shall be the employing party (and shall have direction and control) of any staff of that home force employed in CSI and Digital Forensics Services.
12. The following forces will act as Lead Party in respect of the specified matters:
  - a. Finance Derbyshire

b. Insurance	Nottinghamshire
c. Information Support	Nottinghamshire
d. Human Resources	Derbyshire
e. Fleet	Derbyshire
f. Strategic Estates	Nottinghamshire
g. Legal Services	East Midlands Police Legal Services
h. Procurement	Derbyshire
i. Audits	Derbyshire
j. Information Management	Derbyshire
k. Cost Recovery	Derbyshire

13. 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.

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	Information Assurance
Definitions and Interpretations	Notices
Management Board's Terms of Reference	Review and Variation of Agreement
Regional DCC's responsibilities	Consequences of Withdrawal and Termination
Direct of Technical Services' responsibilities	Public Interest Disclosures Disputes and Arbitration
Quality Accreditation	
Audit and Inspection	Assignment
Publicity	Illegal/unenforceable Provisions
Common Policies and Procedures	Waiver of rights
Procurement, Facilities, Services, Equipment and Premises	Entire Agreement
Intellectual Property	Third Parties and Successors
Efficiency and Cost Recovery	Further Assurances
Insurance	Counterparts
Liabilities and Indemnities	Governing Law
Support and provision of additional services for EMSOU-FS	