



Collaboration Agreement Summary East Midlands Risk Register (EMRR)

1. A collaboration of the participating parties to procure and use a shared regional risk register to enable the Parties to collaborate more closely in identifying and managing 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. 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 Chief Constable of Derbyshire Constabulary
 - d. The Chief Constable of Leicestershire Police
4. This agreement replaces an earlier agreement for a shared EMRR. This replacement agreement shall take effect from 15 October 2017 and shall continue in force until 31 August 2018 unless it is terminated earlier in accordance with its terms.
5. The agreement may be terminated at any time by agreement of all the 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 that there will be a management board known as the DCC Board consisting of a representative of each participating Chief Constable of at least the rank of Deputy Chief Constable. The DCC Board will provide management and oversight of the EMRR and will act in accordance with its agreed terms of reference.
8. The Parties agree that the EMRR shall be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being set out in the agreement.
9. 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.
10. The following forces will act as Lead Party in respect of the specified matters:

a. Finance	Leicestershire
b. Insurance	Leicestershire
c. Information Support	Leicestershire

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| d. Human Resources | Leicestershire |
| e. Legal Services | East Midlands Police Legal Services (a collaboration of which the participating forces form part) |
| f. Strategic Estates | Leicestershire |
| g. Property Storage | Leicestershire |
| h. Procurement | Leicestershire |
| i. Audits | Leicestershire |
| j. Risk Management/
Health and Safety | Leicestershire |
| k. Information Management | Leicestershire |
11. 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.
12. The provisions listed in paragraph 13 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.
13. List of other provisions:
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| Introduction and Legal Context | Review and Variation of Agreement |
| Definitions and Interpretations | Consequences of Termination |
| DCC Board's Terms of Reference | Public Interest Disclosures |
| Chief Constables' Responsibilities | Disputes and Arbitration |
| Audit and Inspection | Assignment |
| Publicity | Illegal/unenforceable provisions |
| Common Policies and Procedures | Waiver of rights |
| Procurement of Facilities and Equipment | Entire Agreement |
| Insurance | Third Parties and Successors |
| Liabilities | Further Assurances |
| Support and provision of additional services for EMRR | Counterparts |
| Notices | Governing Law |