



## **Collaboration Agreement Summary**

### **Shared Human Resources Service Centre**

1. A collaboration agreement to establish a single unit which will provide all routine transactional Human Resource services ("SHRSC") to Derbyshire Constabulary and Leicestershire Police. Such transactional services include employee support, recruitment, HR systems and learning and development.
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:
  - i. The Police and Crime Commissioner for Derbyshire
  - ii. The Police and Crime Commissioner for Leicestershire
  - iii. The Chief Constable of Derbyshire Constabulary
  - iv. The Chief Constable of Leicestershire Police
4. This agreement shall take effect from 15<sup>th</sup> June 2016 and shall continue in force for five years unless it is terminated earlier in accordance with its terms.
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 that there will be a Management Board consisting of a representative of each participating force at ACPO level and a finance representative supplied by the Lead Party (Finance). The Management Board will provide management and oversight of SHRSC and will act in accordance with its agreed terms of reference.
8. 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 SHRSC, up to the value of £10,000.00 per purchase or conveyance, provided the Management Board is notified by the Head of Unit of any such purchase or conveyance at the next Board meeting.
9. The Parties agree that SHRSC will be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being calculated 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.
10. All police staff involved in the establishment and maintenance of SHRSC are and will be employed by the Lead Party (Human Resources). All salary or redundancy costs incurred by the Lead Party (Human Resources) in respect of SHRSC staff will be reimbursed proportionately by the collaborating forces.
11. The Chief Constables of the Lead Force (Human Resources) shall have direction and control over all police staff within the SHRSC.
12. The following forces will act as Lead Party in respect of the specified matters:

Finance	Derbyshire
Insurance	each Force
IS	Derbyshire

HR	Derbyshire
Strategic Estates	Derbyshire
Legal Services	EMPLS
Property Storage	Leicestershire
Procurement	Leicestershire
Audits	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:
- 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.
15. List of other provisions:

Introduction and Legal Context	Consequences of Termination
Definitions and Interpretations	Public Interest Disclosures
Management Board's Terms of Reference	Disputes and Arbitration
Head of Unit's Responsibilities	Assignment
Publicity	Illegal/unenforceable provisions
Common Policies and Procedures	Waiver of Rights
Procurement, Facilities, Services, Equipment and Premises	Entire Agreement
Insurance	Formalities
Liabilities	Third Parties and Successors
Support and provision of Additional Services	Further Assurances
Notices	Governing Law
Review and Variation	Intellectual Property