



Collaboration Agreement Summary

Regional East Midlands Specialist L&D Hub (“EMS L&D Hub”)

1. A collaboration agreement to govern the operation of the EMS L&D Hub (formerly known as “EMCHRS L&D”) which delivers professional policing practice development, consultation and support services to the participating forces in relation to each force’s local delivery of 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 Police, Fire and Crime Commissioner for Northamptonshire acting as the Policing Body for Northamptonshire
 - iv. The Police and Crime Commissioner for Nottinghamshire
 - v. The Chief Constable of Derbyshire Constabulary
 - vi. The Chief Constable of Leicestershire Police
 - vii. The Chief Constable of Northamptonshire Police
 - viii. The Chief Constable of Nottinghamshire Police
4. This agreement replaces an earlier agreement for the same collaborative unit and has been entered into to record changes in the structure, precise scope and nomenclature of the EMS L&D Hub since its original creation as EMCHRS L&D. This replacement agreement takes effect from 1st April 2020 and shall continue in force until such time as it is terminated in accordance with its terms.
5. A participating force may withdraw from this collaboration upon giving not less than twelve months’ written notice (to expire on 31st March in the relevant financial year) to the other Parties.
6. The participating Policing Bodies 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 participating Policing Bodies are responsible for the overall strategy for EMS L&D Hub, monitoring the effectiveness and efficiency of EMS L&D Hub and approving the budget (and related financial/strategic matters) for EMS L&D Hub.
8. The participating Policing Bodies are also be responsible for the resolving of disputes, approving any significant alteration to the staffing of EMS L&D Hub and reviewing this Agreement for the purpose of maintaining a legal framework in which EMS L&D Hub can operate in an efficient and effective manner.
9. The participating Chief Officers are responsible for monitoring, from an operational perspective, the effectiveness and efficiency of EMS L&D Hub, resolving any disputes which may arise from an operational perspective and reviewing this Agreement from an operational perspective.

- 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.

20. List of other provisions:

- a. Introduction and Legal Context
- b. Definitions and Interpretations
- c. Intellectual Property
- d. Records
- e. Audit and Inspection
- f. Publicity
- g. Common Policies and Procedures
- h. Procurement of Facilities, Services, Equipment, Vehicles and Premises
- i. Insurance
- j. Liabilities
- k. Support and provision of additional services for EMS L&D Hub
- l. Information Assurance
- m. Notices
- n. Review and Variation of Agreement
- o. Consequences of Withdrawal and Termination
- p. Public Interest Disclosures
- q. Disputes and Arbitration
- r. Assignment
- s. Illegal/unenforceable provisions
- t. Waiver of rights
- u. Entire Agreement
- v. Third Parties and Successors
- w. Further Assurances
- x. Counterparts
- y. Governing Law