



## Collaboration Agreement Summary

### East Midlands Regional Information and Coordination Centre

1. A collaboration agreement to govern the continued operation of the East Midlands Regional Information and Coordination Centre (EMRICC) which manages mutual aid mobilisation requests and other police officer resource/resilience issues for the participating police forces including those arising from supporting national strategic policing requirements.
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 and Crime Commissioner for Lincolnshire
  - iv. The Police, Fire and Crime Commissioner for Northamptonshire acting as the Policing Body for Northamptonshire
  - v. The Police and Crime Commissioner for Nottinghamshire
  - vi. The Chief Constable of Derbyshire Constabulary
  - vii. The Chief Constable of Lincolnshire Police
  - viii. The Chief Constable of Leicestershire Police
  - ix. The Chief Constable of Northamptonshire Police
  - x. The Chief Constable of Nottinghamshire Police
4. This agreement shall take effect from 1<sup>st</sup> May 2020 and shall continue in force until such time as it is terminated in accordance with its terms.
5. A police force may withdraw from this collaboration upon twelve months' written notice to the other Parties.
6. The 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 Policing Bodies are responsible for the overall strategy for EMRICC, monitoring the effectiveness and efficiency of EMRICC and approving the budget (and related financial/strategic matters) for EMRICC.
8. The Policing Bodies are also be responsible for the resolving of disputes, approving any significant alteration to the staffing of EMRICC and reviewing this Agreement for the purpose of maintaining a legal framework in which EMRICC can operate in an efficient and effective manner.
9. The Chief Officers are responsible for monitoring, from an operational perspective, the effectiveness and efficiency of EMRICC, resolving any disputes which may arise from an operational perspective and reviewing this Agreement from an operational perspective.
10. The Parties agree that given the nature and size of EMRICC, a management board is not

required and, as such, any decisions (other than those which require the approval of the Commissioners and/or the Chief Officers) shall be made by the Regional ACC Lead.

11. The Regional ACC Lead is responsible for the day to day organisation, tasking and management of EMRICC and leadership of the officers and staff within EMRICC.
12. The Parties agree that EMRICC will be funded by financial contributions from the collaborating Policing Bodies, such financial contributions being set out in this agreement.
13. EMRICC has a centrally funded team consisting of individuals provided by identified Parties where the salary costs incurred by the relevant Party (in respect of the officer and staff resources provided by them to fill the Centrally Funded Team roles) will be reimbursed from the EMRICC budget.
14. The remainder of the staffing of EMRICC (non-centrally funded team roles) will be achieved by way of resource contributions from the Parties at no cost to the other Parties. Accordingly, all salary costs incurred by each Party in respect of the officer and staff resources provided to fill non centrally funded team roles will be borne by each individual Party.
15. The following forces will act as Lead Party in respect of the specified matters:
  - a. Finance    Leicestershire
  - b. Insurance                                         Leicestershire
  - c. Human Resources                             Leicestershire
  - d. Legal Services                                 East Midlands Police Legal Services
  - e. Audits     Leicestershire
  - f. Information Management                  Leicestershire
16. The provisions listed in paragraph 17 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.
17. List of other provisions:
  - a. Introduction and Legal Context
  - b. Definitions and Interpretations
  - c. Records
  - d. Audit and Inspection
  - e. Publicity
  - f. Common Policies and Procedures
  - g. Procurement of Facilities, Services, Equipment, Vehicles and Premises
  - h. Insurance
  - i. Liabilities
  - j. Support and provision of additional services for EMRICC
  - k. Information Assurance
  - l. Notices
  - m. Review and Variation of Agreement
  - n. Consequences of Withdrawal and Termination
  - o. Public Interest Disclosures
  - p. Disputes and Arbitration

- q. Assignment
- r. Illegal/unenforceable provisions
- s. Waiver of rights
- t. Entire Agreement
- u. Third Parties and Successors
- v. Further Assurances
- w. Counterparts
- x. Governing Law