



## **Collaboration Agreement Summary**

### **Strategic Alliance Proof of Concept**

1. A collaboration agreement to enable the Parties to investigate, research, recommend and develop a proposal and business case for an integrated strategic policing model across the police forces of Nottinghamshire, Northamptonshire and Leicestershire (the “Strategic Alliance”). If the business case for the Strategic Alliance (once prepared) is approved by the Parties, the Parties shall enter into a separate collaboration agreement setting out the terms of that Strategic Alliance.
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 and governance as deemed appropriate.
3. The Parties to this agreement are:
  - i. The Chief Constable of Northamptonshire Police
  - ii. The Chief Constable of Nottinghamshire Police
  - iii. The Chief Constable of Leicestershire Police
  - iv. The Police and Crime Commissioner for Northamptonshire
  - v. The Police and Crime Commissioner for Nottinghamshire
  - vi. The Police and Crime Commissioner for Leicestershire
4. This agreement shall take effect from 24 February 2016 and shall continue until it is terminated by operation of law or statute or in accordance with its terms. It will automatically terminate in the event that a separate collaboration agreement is entered into between the Parties for the Strategic Alliance as anticipated by the proposed business case.
5. The Chief Constable and Police and Crime Commissioner of a collaborating force may withdraw from this collaboration on three months’ written notice to the other Parties.
6. The Police and Crime Commissioners for each collaborating 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 Design Authority Board consisting of the Programme Lead, a Deputy Chief Constable from each collaborating force and a Chief Executive Officer from each collaborating force. The Design Authority Board will provide management and oversight of collaboration and will act in accordance with its agreed terms of reference.
8. The Design Authority Board will oversee the appointment of the Programme Lead, an Interim Force Finance Director, an Interim Director of HR and an Interim Head of ICT (the “Key Personnel”) who will provide finance, HR and ICT support across the collaborating forces.
9. The Design Authority may, as necessary, authorise the purchase or lease of facilities, equipment or premises for the collaboration, up to the value of £100,000.00 per contract or conveyance. The Parties agree that any contracts or conveyances for facilities, equipment or premises with a value in excess of £100,000.00 require the approval of the Police and Crime Commissioners of the collaborating forces.
10. Save in respect of the Key Personnel and any facilities, equipment or premises specifically acquired on behalf of the collaboration, each Party shall bear its own costs and expenses incurred in providing any resources or assistance to the collaboration. The costs and expenses of the Key Personnel and/or of any facilities, equipment or premises specifically acquired on behalf of the collaboration will be funded by financial contributions from the Police and Crime Commissioners

of the collaborating forces, such financial contributions being calculated in accordance with the proportion of central grant received by each collaborating force each year.

11. All staff roles within the collaboration (including the Key Personnel) shall remain the employees of (or contracted staff of) their original employing (or contracting) Chief Constable or PCC. Nothing in this agreement is intended to seek to reduce or otherwise affect the direction or control that each Chief Constable has over the officers and staff of its police force.
12. 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.
13. The provisions listed in paragraph 14 are contained within this agreement but their detailed publication is not deemed appropriate as either:
  - i. they are merely standard boilerplate 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.

14. List of other provisions:

Introduction and Legal Context	Disputes and Arbitration
Definitions and Interpretations	Assignment
Publicity	Illegal/unenforceable provisions
Common Policies & Procedures	Waiver of rights
Insurance	Entire Agreement
Liabilities and Indemnities	Third Parties & Successors
Notices	Further Assurances
Review and Variation	Counterparts
Public Interest Disclosures	Governing Law