

Collaboration Agreement Summary

Multi-Force Shared Services (MFSS)

1. A collaboration agreement to govern a multi-force shared serviced centre (MFSS) for the provision of HR, finance, purchasing services, estates and facilities and logistics services to the collaborating forces.
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 Cheshire
 - b. The Police and Crime Commissioner for Nottinghamshire
 - c. The Police and Crime Commissioner for Northamptonshire
 - d. The Chief Constable of Cheshire Constabulary
 - e. The Chief Constable of Northamptonshire Police
 - f. The Chief Constable of Nottinghamshire Police
4. This agreement shall take effect from 1st April 2012 and shall continue in force for five years or until such time as it is terminated in accordance with its terms.
5. The Chief Constable and Police and Crime Commissioner of a collaborating force may withdraw from this collaboration on twelve months' notice to the other Parties. Cheshire Constabulary is the lead force of the MFSS; if the Chief Constable for Cheshire Constabulary and the Police and Crime Commissioner for Cheshire exercise their right to withdraw, the agreement will terminate as a whole unless one of the other Parties decides to take over Cheshire Constabulary's role as lead force.
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 the following representatives:
 - a. Cheshire Constabulary:
 - i. Assistant Chief Officer
 - ii. Director of Finance
 - iii. Director of HR
 - b. Northamptonshire Police
 - i. Head of Corporate Services
 - ii. Head of Finance & Asset Management
 - iii. Senior HR Business Partner
 - c. Nottinghamshire Police
 - i. Assistant Chief Officer
 - ii. Director of Finance

- iii. Director of HR
 - d. Head of MFSS
 - e. MFSS Service Delivery Manager
 - f. MFSS Accounts & Purchasing Manager
 - g. MFSS HR Service Manager
 - h. MFSS Management Support note-taker
8. The Management Board will provide management and oversight of the MFSS and will act in accordance with its agreed terms of reference; including responsibility for monitoring the expenditure of the MFSS against the annual budget, set by the Joint Committee. The Joint Committee shall consist of the Chief Constable and the Police and Crime Commissioner of each of the collaborating forces.
9. The Parties agree that the MFSS will be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being proportionate to the number of users of each collaborating force.
10. Under this agreement, the Chief Constable of Cheshire Constabulary has direction and control over all officers and staff within MFSS. All employment costs incurred by Cheshire Constabulary in respect of the MFSS staff will be reimbursed by the collaborating parties proportionately as part of their financial contributions to the costs of the MFSS.
11. The provisions listed in paragraph 12 are contained within this agreement but their detailed publication is not deemed appropriate as either:
- a. they are merely standard boiler plate clauses and 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.
12. List of other provisions:
- Definitions & Interpretation
 - Termination of Original Agreement; Deed of Adherence & On-boarding process
 - Establishment of MFSS governance bodies
 - Business Objectives
 - Risk Management
 - MFSS Costs
 - Records, reporting and auditing
 - Change control procedure
 - Dispute resolution procedure
 - Freedom of information, confidentiality and data protection
 - Representations, warranties and liability
 - Miscellaneous boilerplate provisions