



Collaboration Agreement Summary

Deputy Chief Constable (East Midlands Region)

1. At the invitation of the Chief Constables and Police Authorities (now abolished and replaced by the Police and Crime Commissioners) within the East Midlands and with the consent of the Secretary of State, Derbyshire Police Authority agreed to appoint a Deputy Chief Constable for the East Midlands Region to support the Chief Constables within the East Midlands in providing leadership and strategic direction to regional collaborative units
2. This collaboration agreement is made for the purpose of documenting the appointment made by Derbyshire Police Authority and setting out the responsibilities of the collaborating parties in relation to that appointment as well as setting out the responsibilities of the DCC (EMR).
3. 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 and funding as deemed appropriate.
4. The Parties subject 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 and Crime Commissioner for Northamptonshire
 - v. The Police and Crime Commissioner for Nottinghamshire
 - vi. The Chief Constable of Derbyshire Constabulary
 - vii. The Chief Constable of Leicestershire Constabulary
 - viii. The Chief Constable of Lincolnshire Constabulary
 - ix. The Chief Constable of Northamptonshire Police
 - x. The Chief Constable of Nottinghamshire Police.
5. This agreement shall take effect from 8th June 2010 and shall continue until such time as terminated in accordance with its terms.
6. The Chief Constable of Derbyshire Constabulary will have direction and control of the DCC (EMR) pursuant to Section 10 of the Police Act 1996.
7. The Parties agree that the DCC (EMR) will operate under the governance structure of the five Police and Crime Commissioners party to this agreement.
8. The Parties agree that the DCC (EMR) will be accountable to the five Chief Constables party to this agreement.

9. The collaborating parties agree that the funding for the post of DCC (EMR) and all and every cost associated with and/or directly, incidental or ancillary to that post (including any cost incurred by Derbyshire Constabulary as a result of liability incurred as a result of its being the appointing Force) shall be provided by the collaborating parties in accordance with apportionment ratios calculated based on each collaborating force's 'formula funding share' which is the proportion of central grant received by each collaborating force.
10. At the commencement of this agreement there is no external funding applicable to this collaboration.
11. 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.
12. The provisions listed at paragraph 13 are contained within the 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;
13. Introduction and Legal Context
Definitions and Interpretations
Chief Constables' Board
Chief Constables' Board Terms of reference
DCC(EMR)'s Responsibilities
Variation of the Agreement
Termination
Consequences of the termination of the Agreement
Disputes and Arbitration
Confidentiality
Insurance
Liabilities
Support and Provision of additional services for DCC (EMR)
Audit and Inspection
Notices
Assignment
Binding nature of this Agreement
Illegal/unenforceable provisions
Waiver of rights
Formalities
Publicity
Third parties
Governing Law