



Collaboration Agreement Summary

East Midlands Technical Surveillance Unit

1. A collaboration agreement to establish the East Midlands Technical Surveillance Unit (EMTSU) which will provide support to local, regional, national and international policing operations with the provision of technical surveillance across the East Midlands Region.
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 Lincolnshire
 - iii. The Police and Crime Commissioner for Leicestershire
 - 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 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 20 June 2011 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 upon twelve month's written notice to the Parties.
6. The Police and Crime Commissioners for each respective force shall be responsible for the governance of this collaboration and for the holding to account the relevant Chief Officer 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 a representative of each Force of at least the rank of Assistant Chief Constable, the Deputy Chief Constable (East Midlands Region), the Head of Unit, a HR representative supplied by the Lead Party (Human Resources) and a Finance representative supplied by the Lead Party (Finance). The Board will provide management and oversight of EMTSU and will act in accordance with its agreed terms of reference.

8. The Management Board will oversee the appointment of a Head of EMTSU who will be responsible for the organisation, direction and management of EMTSU and leadership of staff within EMTSU.
9. The Head of EMTSU may, as necessary, authorise the purchase or lease of facilities, equipment or premises for EMTSU up to the value of £50,000.00 (fifty thousand pounds) per purchase or conveyance, provided the Board is notified by the Head of EMTSU of any such purchase or conveyance at the next Board meeting.
10. The Parties agree that for facilities or equipment with a value in excess of £50,000, the Police and Crime Commissioner for Derbyshire may obtain, purchase, or lease facilities and equipment for EMTSU.
11. The Parties agree that EMTSU will be funded by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being calculated in accordance with apportionment ratios based on each collaborating force's 'formula funding share' which is the proportion of central grant received by each collaborating force.
12. The Parties also agree to make resource contributions in the way of officer and staff resources as specified in the agreement at no cost to the other Parties.
13. The Police and Crime Commissioner for Derbyshire shall be the Lead Party for employment purposes and shall employ all police staff involved in the establishment and maintenance of EMTSU regardless of their original employing Police and Crime Commissioner.
14. The Chief Constable of Derbyshire Constabulary will accept on secondment within the meaning of section 23 of the Police Act 1996, any police officer involved in the establishment and maintenance of EMTSU.
15. The Chief Constable of Derbyshire Constabulary shall have direction and control over all officers and staff within the five Forces of the East Midlands region who are deployed on duties, functions or support services on behalf of EMTSU.
17. The other Chief Constable parties may take direction and control of any matter in the geographical Force area for which he or she is responsible by notifying the Chief Constable of Derbyshire Constabulary PROVIDED THAT if any Chief Constable exercises the right under this clause he or she may only remove or use any of the officers, staff and assets of the EMTSU in order to facilitate the transfer of the direction and control of the relevant matter.
15. Where the Agreement is terminated and not replaced within three months by a new collaboration agreement, the Joint Committee shall cause the assets and liabilities (which shall include any costs or liabilities incurred by the Lead Authority in making any staff redundant) of EMTSU to be wound up.
16. The parties acknowledge that the Lead Parties identified in the agreement will be legally responsible and accountable on behalf of EMTSU and its officers and staff. Appropriate insurance cover will therefore be put in place and the cost of such borne by the Parties in accordance with the apportionment ratios calculated based on each collaborating force's 'formula funding share'.
17. 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.
18. The following other provisions are contained within the Agreement but their publications 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;

Introduction and Legal Context	Consequences of Termination
Definitions and Interpretations	Public Interest Disclosures
Management Board's Terms of Reference	Disputes and Arbitration
Head of Units Responsibilities	Illegal/Unenforceable Provision
Audit and Inspection	Waiver of Rights
Confidentiality	Entire Agreement
Publicity	Formalities
Common Policies & Procedures	Third Parties
Insurance	Further Assurances
Liabilities and Indemnities	Governing Law
Support and Provision of Additional Services for EMTSU	Intellectual Property and Know How
Notices	
Review and Variation	