

Collaboration Agreement Summary

East Midlands Special Operations Unit (“EMSOU”)

1. A collaboration agreement to govern the continued operation of the East Midlands Special Operations Unit whose vision is to provide a highly professional, efficient and effective regional collaborative unit which supports the participating Forces by delivering high end specialist crime capabilities, helping to keep the East Midland Region’s communities safe from harm.
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 Derbyshire
 - b. The Police and Crime Commissioner for Leicestershire
 - c. The Police and Crime Commissioner for Lincolnshire
 - d. The Police, Fire and Crime Commissioner for Northamptonshire acting as the Policing Body for Northamptonshire
 - e. The Police and Crime Commissioner for Nottinghamshire
 - f. The Chief Constable of Derbyshire Constabulary
 - g. The Chief Constable of Leicestershire Police
 - h. The Chief Constable of Lincolnshire Police
 - i. The Chief Constable of Northamptonshire Police
 - j. The Chief Constable of Nottinghamshire Police
4. This agreement replaces a number of earlier agreements for various units and departments which form part of EMSOU. This agreement takes effect from 1st April 2025 and shall continue in force until such time as it is terminated by operation of law or in accordance with its terms.
5. The Chief Constable and Policing Body of a collaborating force may withdraw from this collaboration upon giving not less than 12 (twelve) months’ written notice (to expire on 31st March in the relevant financial year) to the other Parties.
6. The participating Policing Bodies are 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 agreement.
7. The participating Policing Bodies are responsible for the overall strategy for EMSOU, monitoring the effectiveness and efficiency of EMSOU and approving the budget (and related financial/strategic matters) for EMSOU.
8. The participating Policing Bodies are also responsible for the resolving of disputes, approving any significant alteration to the staffing of EMSOU and

- reviewing this agreement for the purpose of maintaining a legal framework in which EMSOU can operate in an efficient and effective manner.
9. The participating Chief Officers are responsible for monitoring, from an operational perspective, the effectiveness and efficiency of EMSOU, resolving any disputes which may arise from an operational perspective and reviewing this agreement from an operational perspective.
 10. The governance and oversight of the collaboration is provided through a Management Board whose membership and terms of reference are set out in this agreement.
 11. The Head of ROCU and/or the Director of Technical Operations may authorise the purchase or lease of facilities, equipment or premises for EMSOU up to the value of £50,000 per purchase or lease.
 12. The Regional ACC for the East Midlands may authorise the disposal of assets of any value and the purchase or lease of facilities, equipment or premises for EMSOU up to the value of £250,000 per purchase or lease.
 13. The purchase or lease of facilities, equipment or premises with a value more than £250,000 for EMSOU requires the approval of the Policing Bodies.
 14. The Parties agree that EMSOU will be funded partly by external grant and partly by financial contributions from the collaborating Policing Bodies, such financial contributions being calculated in accordance with apportionment ratios set out in the agreement.
 15. EMSOU 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 EMSOU budget.
 16. The remainder of the officers and staffing of EMSOU (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.
 17. All police officers involved in the establishment and maintenance of EMSOU shall continue as sworn constables of their employing force and will remain under the direction and control of the Chief Constable of their employing force regardless of their place of work.
 18. The agreement sets out which Force is acting as lead party in respect of specified matters such as finance, human resources, information management, information security and procurement.
 19. 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.
 20. The provisions listed in paragraph 21 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.

21. List of other provisions:

Introduction and Legal Context	Consequences of withdrawal and termination
Definitions and Interpretations	Public Interest Disclosures
Records	Disputes and Arbitration
Audit and Inspection	Assignment
Human Resources principles	Illegal/Unenforceable Provisions
Publicity	Waiver of rights
Common Policies and Procedures	Entire Agreement
Insurance	Third Parties and Successors
Liabilities	Further Assurances
Support and provision of additional services	Counterparts
Notices	Health and Safety
Review and Variation of Agreement	Governing Law