**Collaboration Agreement Summary**

**Communications Data Cross Border Collaboration**

1. A collaboration agreement to support the Chief Constables and Policing Bodies who are parties to the agreement to more efficiently and effectively discharge criminal investigations within Derbyshire,Leicestershire, Lincolnshire, Northamptonshire, Nottinghamshire and South Yorkshire.
2. This collaboration agreement is made for the purposes of the Regulation of Investigatory Powers Act 2000, the Police Act 1997 and the Investigatory Powers Act 2016 to enable cross-border authorisations under those Acts in relation to the acquisition, retention and disclosure of communications data, interference with property, directed surveillance, intrusive surveillance, targeted equipment interference warrants and/or targeted authorisations for obtaining data acquisition or disclosure of communications data. Such applications may be made by members of their own force and in relation to their own force area as well as upon application by members of another force or in relation to another force area.
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 and governance as deemed appropriate.
4. The Parties to this agreement are:
5. The Police and Crime Commissioner for Derbyshire
6. The Police and Crime Commissioner for Leicestershire
7. The Police and Crime Commissioner for Lincolnshire
8. The Police, Fire and Crime Commissioner for Northamptonshire
9. The Police and Crime Commissioner for Nottinghamshire
10. The South Yorkshire Mayoral Combined Authority
11. The Chief Constable of Derbyshire Constabulary
12. The Chief Constable of Leicestershire Constabulary
13. The Chief Constable of Lincolnshire Constabulary
14. The Chief Constable of Northamptonshire Police
15. The Chief Constable of Nottinghamshire Police.
16. The Chief Constable of South Yorkshire Police
17. This agreement shall take effect from 25April 2024 and shall continue until such time as it is terminated by operation of law or statute or by the express written agreement of the Parties.
18. 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 their police force.
19. Where the Agreement is terminated and not replaced within three months by a new collaboration agreement, the responsibility for any ongoing or outstanding police operation, investigation or prosecution including any associated costs and liabilities will transfer to the Chief Constable of the force area where the operation, investigation or prosecution is primarily based. All Chief Constables and Policing Bodies will seek to minimise the effect of termination on any such ongoing operation, investigation or prosecution by providing reasonable and proportionate assistance to the Chief Constable assuming responsibility.
20. The Policing Body for each force shall be responsible for the governance of this collaboration and for the holding to account the relevant Chief Constable for the discharge of functions by anyone who is acting under the terms of this collaboration agreement.
21. The provisions listed in paragraph 10 are contained within this agreement but their detailed publication is not deemed appropriate as either:
22. they are merely standard boiler plate clauses and are not considered controversial in any way; or
23. they contain sensitive operational or commercial information which it is not considered in the public interest to disclose.
24. List of other provisions:

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| Introduction and Legal Context | Binding Nature of this Agreement |
| Definitions and Interpretations | Illegal/Unenforceable Provisions |
| Chief Constable’s Responsibilities | Waiver of Rights |
| Disputes and Arbitration | Further Assurance  |
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