

## Collaboration Agreement Summary

### Criminal Justice Services – ICT Provision (CJS-ICTP)

1. A collaboration agreement to create a single interoperable ICT platform for crime, intelligence, case, custody and general incident modules and related police data across the police forces of Derbyshire, Leicestershire, Lincolnshire, Nottinghamshire, Northamptonshire and the City of London.
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 and Crime Commissioner for Northamptonshire
  - e. The Police and Crime Commissioner for Nottinghamshire
  - f. The Common Council of the City of London in its capacity as Police Authority for the City of London
  - g. The Chief Constable of Derbyshire Constabulary
  - h. The Chief Constable of Leicestershire Police
  - i. The Chief Constable of Lincolnshire Police
  - j. The Chief Constable of Northamptonshire Police
  - k. The Chief Constable of Nottinghamshire Police
  - l. The Commissioner of Police for the City of London
4. This agreement shall take effect from 1<sup>st</sup> February 2015 and shall continue in force until 29<sup>th</sup> April 2019 unless extended or terminated earlier in accordance with its terms.
5. The Chief Officer and Policing Body of a collaborating force may withdraw from this collaboration upon twenty four months' written notice to the other Parties.
6. The Policing Bodies for each force shall be responsible for the governance of this collaboration and for 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 there shall be a Strategic Management Board which shall consist of the Chief Officer of each of the collaborating forces or their nominated representatives.
8. The Strategic Management Board will be responsible for the organisation, direction and management of the CJS-ICTP and will act in accordance with its agreed terms of reference.
9. The Management Board will oversee the appointment of a Head of CJS-ICTP.
10. The Parties agree that the CJS-ICTP will be funded partly by home office grant and partly by financial contributions from the collaborating Policing Bodies, such financial contributions being set out in the collaboration agreement.
11. The establishment of the CJS-ICTP does not involve the provision of staff or officers by one force to another force and each party's obligations shall be fulfilled by its own staff or officers. Accordingly, each Chief Officer continues to have direction and control over its own officers and staff.
12. To meet the requirement of a single infrastructure and database, the software and police data is hosted on the Lincolnshire Police (as lead force)'s infrastructure and the parties have agreed specific provisions relating to the sharing of liability in the event of any breach of any related third party sub-contracts required for Lincolnshire Police to host such software and police data.
13. The provisions listed in paragraph 14 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.

14. List of other provisions:

Introduction and Legal Context	Limitations on Liability
Definitions and Interpretations	Withdrawal and Termination
Licence in relation to Premises	Consequences of Termination
Head of CJS-ICTP's Responsibilities	Intellectual Property Rights
Procurement of Licences and Services	Assets
Audit and Inspection	Interest on Late Payment
Freedom of Information	Conflict of Interest
Confidentiality	Public Interest Disclosures
Data Quality	Non-discrimination
Data Security	Assignment
Risk Management	Waiver of rights
Data Protection	Relationship of the Parties
Publicity	Costs and Expenses
Common Policies and Procedures	Authorised Representatives
Notices	Illegal/Unenforceable Provisions
Review and Variation of Agreement	Entire Agreement
Changes to Software	Third Parties and Successors
Disputes Resolution	Notices
Insurance	Further Assurances
Representations and Warranties	Counterparts
Standard of Conduct	Governing Law
Force Majeure	