



## Collaboration Agreement Summary

### **Cross Border Operations (Derbyshire, Leicestershire, Lincolnshire, Northamptonshire, Nottinghamshire and South Yorkshire): Regulation of Investigatory Powers Act 2000 and Police Act 1997**

1. A collaboration agreement to support the Chief Constables and Police and Crime Commissioners of the Parties 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 purpose of the Regulation of Investigatory Powers Act 2000 ("RIPA") and the Police Act 1997 ("PA97") (as amended by the Policing and Crime Act 2009) which enables authorisations under those Acts to be made by Authorising Officers and/or Senior Authorising Officers upon application 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 where both forces are party to a collaboration agreement made under s.23(1) of the Police Act 1996 (now s.22A following amendment by the Police Reform and Social Responsibility Act 2011).
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:
  - 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 Police and Crime Commissioner for South Yorkshire
  - vii. The Chief Constable of Derbyshire Constabulary
  - viii. The Chief Constable of Leicestershire Constabulary
  - ix. The Chief Constable of Lincolnshire Constabulary
  - x. The Chief Constable of Northamptonshire Police
  - xi. The Chief Constable of Nottinghamshire Police.
  - xii. The Chief Constable of South Yorkshire Police
5. This agreement shall take effect from 17 May 2016 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.
6. Nothing in this agreement is intended to seek to reduce or otherwise affect the direction or control that each Chief Officer has over the officers and staff of their police force.
7. 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 Officer of the

force area where the operation, investigation or prosecution is primarily based. All Chief Officers and Police and Crime Commissioners 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 Officer assuming responsibility.

8. The Police and Crime Commissioner for each 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.
9. The Chief Officer of each force party to this agreement shall ensure that arrangements are in place to make sure that any application or authorisation that would fall within the scope of this collaboration is notified to the relevant department or unit within the notified force as soon as is reasonably practicable.
10. There shall be in place a method or system by which any notification can be recorded and checked to identify potential issues or conflicts and any such notification can be retained or any onward notification made in order to comply with any legislation, guidelines or policy relevant to any such notification.
11. The provisions listed in paragraph 12 are contained within this 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.

12. List of other provisions:

Introduction and Legal Context  
Definitions and Interpretations  
Chief Officers Responsibilities  
Disputes and Arbitration  
Information Assurance  
Liabilities  
Notices  
Assignment

Binding nature of this Agreement  
Illegal/unenforceable provisions  
Waiver of rights  
Further Assurance  
Counterparts  
Publicity  
Third parties  
Governing Law