



## Collaboration Agreement Summary

### East Midlands Special Operations Unit – Special Branch (EMSOU (SB))

1. A collaboration agreement to govern the continued operation of the East Midlands Special Operations Unit (Special Branch) (“EMSOU (SB)”) which will provide the police forces in the East Midlands with a counter terrorist and extremism intelligence enforcement capability.
2. The Counter Terrorism Investigation Unit (“CTIU”) of EMSOU (SB) will be one of several dedicated counter terrorism policing units operating within England and Wales.
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, governance, funding and liabilities as deemed appropriate.
4. 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 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.
5. This agreement shall take effect from 28<sup>th</sup> July 2015 and shall continue until such time as it is terminated by operation of law or in accordance with its terms.
6. The Chief Constable and Police and Crime Commissioner of a collaborating force may withdraw from this collaboration on twelve months’ written notice to the other Parties.
7. The Police and Crime Commissioners for each force shall be 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 collaboration agreement.
8. The Parties agree that there will be a Management Board consisting of a representative of each participating force at ACPO level, the Deputy Chief Constable (East Midlands Region), a HR representative supplied by the Lead Party (HR), a finance representative supplied by the Lead Party (Finance) and the Head

of EMSOU (SB). The Board will provide management and oversight of EMSOU (SB) and will act in accordance with its agreed terms of reference.

9. On a national level, the CTIU will also be accountable to the Senior National Co-ordinator Counter Terrorism (SNC-CT) appointed by the National Counter Terrorism Policing HQ.
10. The Management Board will oversee the appointment of a Head of EMSOU (SB) who may, as necessary, authorise the purchase or lease of facilities, equipment or premises by the Lead Party (Strategic Estates) or the Lead Party (Procurement) for EMSOU (SB), up to the value of £50,000.00 per purchase or conveyance, provided the Board is notified by the Head of EMSOU (SB) of any such purchase or conveyance at the next Board meeting.
11. The Deputy Chief Constable (East Midlands Region) may, as necessary, authorise the purchase or lease of facilities, equipment or premises by the Lead Party (Strategic Estates) or the Lead Party (Procurement) for EMSOU (SB), above the value of £50,000.00 and up to a value of £100,000.00 per purchase or conveyance, provided the Board is notified by the Head of EMSOU (SB) of any such purchase or conveyance at the next Board meeting.
12. The Parties agree that for facilities, equipment or premises with a value in excess of £100,000.00 the Lead Party (Strategic Estates) or the Lead Party (Procurement) may obtain, purchase or lease facilities, equipment or premises for EMSOU (SB) with the approval of the Police and Crime Commissioners.
13. The Parties agree that EMSOU (SB) will be funded partly by external grant and partly by financial contributions from the collaborating Police and Crime Commissioners, such financial contributions being calculated in accordance with the apportionment ratios based on each collaborating force's "formula funding share" which is the proportion of central grant received by each collaborating force.
14. 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.
15. Under this agreement, the Chief Constable of Derbyshire Constabulary has direction and control over all officers and staff within the CTIU or within the Shared Command Team ("SCT") of EMSOU (SB). The Chief Constables of each force shall each retain direction and control of their respective officers and staff not within the SCT or CTIU who are deployed on duties, functions or support services on behalf of EMSOU (SB).
16. Where this agreement is terminated and not replaced within three months by a new collaboration agreement:
  - a. 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;
  - b. the Chief Constables 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 Constable assuming responsibility; and
  - c. police officers will return to their home force and any Police and Crime Commissioner or Chief Constable employing police staff working for the EMSOU (SB) will be responsible for consulting with such police staff on any possible consequences that may arise pursuant to the termination.

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 provisions listed in paragraph 19 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.

19. List of other provisions:

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| Introduction and Legal Context                             | Public Interest Disclosures       |
| Definitions and Interpretations                            | Disputes and Arbitration          |
| Management Board's terms of reference                      | Assignment                        |
| Head of EMSOU (SB)'s responsibilities                      | Illegal/unenforceable provisions  |
| Audit and Inspection                                       | Waiver of rights                  |
| Police Act 1997, RIPA and Police Reform Act 2002           | Entire Agreement                  |
| Publicity  | Formalities                       |
| Common Policies And Standard Operating Procedures          | Third Parties and Successors      |
| Insurance  | Further Assurances                |
| Liabilities  | Intellectual property             |
| Support of provision of additional services for EMSOU (SB) | Governing Law                     |
| Notices  | Review and Variation of agreement |