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Police and Crime Commissioner:  
Chief Executive & Monitoring Officer:

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Tel: 01642 301653  
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## **Report of the PCC for Cleveland to the Police and Crime Panel**

**5<sup>th</sup> February 2019**

**Status: For noting**

### **Cleveland Police - Chief Constable Arrangements**

#### **1 Purpose**

- 1.1 To inform the panel of the arrangements in respect of the office of Chief Constable of Cleveland Police, pursuant to the resignation of Chief Constable Mike Veale.

#### **2 Information**

##### Resignation of Chief Constable Mike Veale

- 2.1 Chief Constable Mike Veale resigned with immediate effect on 21 January 2019.
- 2.2 Whilst I am constrained by the law from giving full details of the circumstances which led up to Mr Veale relinquishing the role, I can inform Members of the following
  - 2.2.1 Allegations of inappropriate behaviour on the part of Mr Veale were brought to the attention of my Chief Executive & Monitoring Officer. This took place on 17 December 2019. Mr Dennis took appropriate action in response, including all timely and necessary steps to ensure that information was gathered; that the legal rights and welfare needs of those who had come forward were catered for; and that I received appropriate and timely briefings about the matters alleged and advice about them.

2.2.2 It was appropriate once those steps were complete, for a decision to be taken about how the allegations should be handled. It became clear, following the completion of Mr Dennis' work, that the allegations fitted the mandatory criteria for referral to the Independent Office for Police Conduct (IOPC). They were so referred on 17 January 2019.

2.2.3 Mr Veale had the benefit of advice and welfare support from the Chief Police Officers Staff Association (CPOSA) and from legal advisers retained by CPOSA. He offered his resignation which was accepted and took effect on 21 January 2019.

2.2.4 At the point of resignation Mr Veale requested solely that he receive payment in lieu of notice to an agreed date of 5 March 2019, along with any outstanding expenses. This was an acceptable arrangement. Details of the precise sum to be paid to Mr Veale are being finalised by officers and will be notified to the Panel when available.

2.2.5 The IOPC will shortly announce its decision as to whether – and if so in what way – the matters referred to them should be investigated. In relation to this aspect of matters, I will update the Panel at the meeting as appropriate.

- 2.3 Members will no doubt share my disappointment that Mr Veale's tenure as Chief Constable should have come to an end in this manner and that his Chief Constableness has been short. Nonetheless, it is a clear sign of a positive standards culture that allegations of inappropriate behaviour, even in respect of the most senior officer, should be challenged and reported.
- 2.4 I am proud to oversee an organisation where that is the case and I am also keen that Members have the opportunity to acknowledge the proper and diligent way in which my Office have handled the matter.
- 2.5 I support the Force and my Office in taking all necessary steps to ensure that such matters are handled with sensitivity, professionalism and in full accordance with the law. Members may be aware that some of the steps taken to ensure that the law is respected have been the subject of public comment and it is important that I re-state my commitment to fair process for all concerned, including those who raised the allegations and Mr Veale – this includes exercising restraint in public comment. I hope Members will understand that I am not able, for those reasons, to discuss any further detail about the allegations themselves.

#### Interim Chief Constable Arrangements

- 2.6 As Members will by now be aware, Chief Constable Lee Freeman has been appointed to lead Cleveland Police for the time being, until a permanent Chief Constable is recruited.

- 2.7 Members will have the opportunity to meet Chief Constable Freeman at their meeting.
- 2.8 Mr Freeman joins Cleveland from Humberside Police where he has lead with distinction since 2017. Mr Freeman has served with the City Of London Police, Lincolnshire Police and has spent time on secondment to Lincolnshire County Council as an Assistant Director. I am sure Members will welcome him to Cleveland, where he has committed to continue the positive programme of culture change within Force and to ensure that we continue to keep our communities safe in circumstances of challenging financial and operational demand. As a police area, Humberside shares many features in common with Cleveland and Mr Freeman's track record in Humberside has positioned him to hit the ground running as Cleveland's Interim Chief Constable.
- 2.9 I would wish to formally place on record my thanks to the Police & Crime Commissioner for Humberside, Keith Hunter, who agreed to Mr Freeman's placement with Cleveland Police for the necessary period.
- 2.10 A joint Decision Notice / Decision Record Form (DRF) has been published by the Police & Crime Commissioners, which sets out the legal and financial arrangements underpinning the Interim Chief Constable appointment and the consequential adjustments within Humberside Police in particular.
- 2.11 A formal collaboration agreement is being entered into to formalise the arrangements. Copies of the DRF and the Collaboration Agreement are attached as Appendix A and Appendix B respectively.
- 2.12 Appendix C contains the internal messages by the PCC and the Force in relation to this matter. These are included for Members' information.

#### Substantive Chief Constable Recruitment

- 2.13 My OPCC team are already making preparations to launch the recruitment process for a substantive Chief Constable. My aim is to make an appointment within three months and I will keep the Panel informed of progress.

### **3 Recommendation**

- 3.1 That Members note the content of this report.





## RECORD OF DECISION

### MADE BY THE POLICE AND CRIME COMMISSIONERS FOR HUMBERSIDE & CLEVELAND

Decision References		
PCC for Humberside	PCC for Cleveland	
Reference Number: 092019	2019-126694	
<b>Executive Summary</b>		
<p><b>Request to the Police &amp; Crime Commissioner for Humberside, from the Police &amp; Crime Commissioner for Cleveland – collaborative arrangements for the Chief Constable of Humberside Police to undertake the role of Interim Chief Constable of Cleveland.</b></p> <p><b>Background</b></p> <p>Following the resignation of Chief Constable Mike Veale, an urgent need arises, in the public interest, for the Police and Crime Commissioner for Cleveland to ensure that a Chief Constable is appointed to lead Cleveland Police.</p> <p>The Police &amp; Crime Commissioner for Humberside recognises the critical public interest considerations which gives rise to the arrangements described in this Decision Notice.</p> <p>The Police and Crime Commissioners and the Chief Constables of Humberside and Cleveland propose to enter into a collaboration by consent in order that the Chief Constable of Humberside Police, Lee Freeman, assumes the role of Interim Chief Constable of Cleveland Police and to be designated as such on a temporary basis.</p> <p><b>Proposition</b></p> <p>Under the collaboration, the following has been agreed</p> <ol style="list-style-type: none"> <li>i. Mr Freeman will commence his period of office with Cleveland Police with effect from 00:01 on Monday 28 January 2019</li> <li>ii. Mr Freeman will retain the rank of Chief Constable (without break in service) throughout the secondment and for the avoidance of doubt, when the arrangement ends, as a matter of law he will immediately revert to his substantive role of Chief Constable of Humberside Police.</li> </ol>		

- iii. The secondment of Mr Freeman will come to an end upon the first of the following
  - a. Such date as the Police & Crime Commissioners, in consultation with Mr Freeman, shall agree; or
  - b. The appointment of a substantive Chief Constable of Cleveland Police; or
  - c. 28 April 2019; or
  - d. Upon the giving of reasonable notice under the terms of the formal collaboration agreement, by either a Police & Crime Commissioner party or a Chief Constable party, as the case may be.

### **Considerations**

The legal arrangements described in this Decision Notice set out the manner in which the collaboration complies with the Police Reform & Social Responsibility Act 2011 (the 2011 Act) and other aspects of police law.

It is also important to set out the additional collaborative arrangements which complement the arrangements described in this Decision Notice.

The legal arrangements are set out in a Collaboration Agreement made under s22A(1)(b) Police Act 1996, which will be published separately in line with s23E of the 1996 Act.

In brief, the legal arrangements are

- I. The Acting Chief Constable of Cleveland Police has sought and obtained the consent of the Police & Crime Commissioner for Cleveland, for
  - a. the appointment (for legal purposes only) of an additional Deputy Chief Constable for Cleveland under s39(2) of the 2011 Act.
  - b. the appointment of Lee Freeman as that additional Deputy Chief Constable under s39(3) of the 2011 Act.
- II. The Acting Chief Constable of Cleveland Police has designated that additional Deputy Chief Constable as the 'appropriate Deputy Chief Constable' for the purposes of s41(2)(b) of the 2011 Act.
- III. The Chief Constable of Humberside Police, Lee Freeman, will join Cleveland Police in the notional rank for legal purposes of Deputy Chief Constable and immediately by operation of s41(1) of the 2011 Act become Acting Chief Constable. Mr Freeman will be designated 'Interim Chief Constable' whilst undertaking the role.
- IV. The Police & Crime Commissioner for Cleveland is satisfied that Mr Freeman is an appropriate choice to assume the role of Chief Constable for Cleveland Police; and has consulted with the Chair of the Cleveland Police & Crime Panel, although no duty is understood to arise for the Panel to hold a confirmation hearing under the provisions of Schedule 8 of the 2011 Act.
- V. At the point that the arrangements in respect of Mr Freeman take effect, he will be absent from the role of Chief Constable of Humberside Police for the purposes of s41(11)(b)(i) of the 2011 Act.

- VI. The role of Acting Chief Constable of Humberside Police will be assumed by Chris Rowley under s41(1)(a) of the 2011 Act.
- VII. The role of Deputy Chief Constable of Humberside Police will be assumed by Chris Noble under s39(1) of the 2011 Act.
- VIII. Clair Tindall will be seconded to Cleveland Police in order to provide support to the Chief Officer team in Cleveland. The secondment of Clair Tindall will be for the same period or a shorter period as determined by Lee Freeman and on the same terms as to reimbursement of the PCC for Humberside, as the arrangements in respect of Chief Constable Freeman.
- IX. The Police & Crime Commissioner for Humberside has consulted with the Chair of the Humberside Police & Crime Panel.

The parties will enter into (as soon as is practicable and no later than Monday 28 January 2019) a s22A Collaboration with each other in relation to the arrangements in respect of Mr Freeman.

The arrangements are considered by the Commissioners to be in the public interest and to be in line with their statutory duties.

The financial arrangements to underpin this decision will be set out more fully in the collaboration Agreement but can be summarised as follows:

- By agreement, the Police & Crime Commissioner for Cleveland will reimburse the Police & Crime Commissioner for Humberside for the full salary cost of Mr Freeman and Clair Tindall during their secondment period and for any expenses incurred by and paid to those officers in line with Cleveland Police policy.
- Mr Freeman and Clair Tindall will continue to receive the salaries applicable to the posts of Chief Constable of Humberside Police and Inspector (staff officer to Chief Constable) respectively .
- Consequential adjustments to salary arrangements in respect of acting roles in Humberside will be set out in separate Decision Notices in due course.



**Decision Requested**

The Police and Crime Commissioners for Humberside and Cleveland are invited to:

1. Agree to the request from the Police & Crime Commissioner for Cleveland for Chief Constable Lee Freeman to assume the role of Interim Chief Constable of Cleveland Police.
2. Enter into (and consent to) a Collaboration Agreement between the Police & Crime Commissioners for Humberside and Cleveland and between the Chief Constables of Humberside and Cleveland Police, to cater for the formal legal arrangements.
3. Note and approve of the consequential appointments described in the Considerations sections above.

Police and Crime Commissioner for Humberside  
The above decision request HAS / DOES NOT HAVE my approval.

Police and Crime Commissioner for Cleveland  
The above decision request HAS / DOES NOT HAVE my approval.

PCC for Humberside	PCC for Cleveland
Signed: 	Signed: 
Keith Hunter	Barry Coppinger
Date: 29 January 2019	Date: 29 January 2019

Before making this decision the Commissioners received appropriate support and professional advice in relation to material implications and risks. Points of exception are captured below:

Legal / Monitoring Officer Remarks
Having read this report and having considered such information as has been provided at the time of being asked to express this view, the Monitoring Officers are satisfied that this report does not ask the PCCs to make a decision which would (or would be likely to) give rise to a contravention of the law.
Chief Finance Officer Remarks
<p>Cleveland: The vacancy at the level of Chief Constable within Cleveland provides the funding to be able to meet the costs of the secondment of Chief Constable Lee Freeman. There will be some additional costs to enable the interim Chief Constable to be able to locate themselves within Cleveland, however these are not expected to be significant. In addition to the costs of the Chief Constable there will also be the costs to pay for the secondment of the Chief Constable's staff officer, the costs of this are not expected to exceed £20k.</p> <p>From a financial perspective there is nothing within the arrangement and agreement that should prevent the PCC agreeing this decision.</p> <p>Humberside: The salary and other costs of the arrangement for the secondment of Chief Constable, Lee Freeman, and his staff officer will be met by the PCC for Cleveland. There will be costs in connection with the Deputy Chief Constable, Chris Rowley, assuming the role of Temporary Chief Constable of Humberside Police and extra consequential salary adjustments for other acting up arrangements. These costs, which are in line with Police Regulations, will be offset by the arrangement with Cleveland and could in any event be met from within existing approved budgets. From a Humberside financial perspective therefore there is nothing within the arrangements and proposed agreement that should prevent the PCC agreeing to this decision</p>
Other exceptional risk or compliance matters
None





**HUMBERSIDE  
POLICE & CRIME  
COMMISSIONER**



**CLEVELAND  
POLICE**



**COLLABORATION AGREEMENT FOR ARRANGEMENTS BETWEEN**

**HUMBERSIDE POLICE AND CLEVELAND POLICE**

**FOR**

**INTERIM CHIEF CONSTABLE PROVISION AND ASSOCIATED MATTERS**

**COLLABORATING PARTIES:**

**The Chief Constable of Humberside Police**

**The Police & Crime Commissioner for Humberside**

**The Chief Constable of Cleveland Police**

**The Police & Crime Commissioner for Cleveland**

**This Collaboration Agreement is made with effect from 28 January 2019**

**BETWEEN THE FOLLOWING PARTIES**

**(1) THE CHIEF CONSTABLE OF HUMBERSIDE POLICE OF HUMBERSIDE POLICE  
HEADQUARTERS PRIORY ROAD HULL HU5 5SF**

**(2) THE POLICE & CRIME COMMISSIONER FOR HUMBERSIDE (“The Commissioner for  
Humberside”) OF THE LAWNS HARLAND WAY COTTINGHAM EAST YORKSHIRE HU16 5SN**

**(3) THE CHIEF CONSTABLE OF CLEVELAND POLICE OF CLEVELAND COMMUNITY SAFETY  
HUB 1 CLIFFLAND WAY HEMLINGTON MIDDLESBROUGH TS8 9GL**

**(4) THE POLICE & CRIME COMMISSIONER FOR CLEVELAND (“The Commissioner for  
Cleveland) OF CLEVELAND COMMUNITY SAFETY HUB 1 CLIFFLAND WAY HEMLINGTON  
MIDDLESBROUGH TS8 9GL**

(Parties 1 and 3 together referred to as “the Chief Constables”)

(Parties 2 and 4 together referred to as “the Commissioners” or “the Policing Bodies” as the context dictates)

## **INTRODUCTION**

### **1. SECTION 1: THE LEGAL CONTEXT**

- 1.1. The Commissioners and the Chief Constables wish to enter into a Collaboration Agreement pursuant to the provisions of Section 22A et seq Police Act 1996 as amended (“the 1996 Act”) in order to arrange the collaborative provision of Chief Constable Lee Freeman to the role of Acting Chief Constable of Cleveland Police (to be known as ‘Interim Chief Constable’) for an appropriate period, following a request from the Police & Crime Commissioner for Cleveland. References to ‘the 2011 Act’ are references to the Police Reform & Social Responsibility Act 2011 as amended.
- 1.2. The Commissioners and Chief Constables also wish to enter into a Collaboration Agreement for the placement on similar terms, of Inspector Clair Tindall with Cleveland Police.
- 1.3. Following the resignation of Mike Veale from the role of Chief Constable of Cleveland Police an urgent need arises, in the public interest, for the Police and

Crime Commissioner for Cleveland to ensure that a Chief Constable is appointed to lead Cleveland Police.

- 1.4. The Commissioners recognise the critical public interest considerations which give rise to the arrangements and a joint Decision Notice has been published in accordance with Paragraph 5 of Schedule 1 to the Elected Local Policing Bodies (Specified Information) Order 2011 as amended, at
  - 1.4.1. in the case of the Commissioner for Cleveland, <https://www.cleveland.pcc.police.uk/Decisions/2019/Decisions-of-the-PCC-January-2019.aspx> ; and
  - 1.4.2. in the case of the Commissioner for Humberside, <https://www.humberside-pcc.gov.uk/Transparency/Decision-Log/Decision-Log-2019.aspx> respectively.
- 1.5. For the avoidance of doubt the Decision Notice is also annexed hereto as **Appendix A**.
- 1.6. The Parties are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of the Police Forces and have consulted with each other (and in the case of the Commissioners, they have consented to the collaboration).
- 1.7. The Police & Crime Commissioners have consulted with their respective Police & Crime Panel Chairs.

## **2. SECTION 2: THE PURPOSE OF THIS AGREEMENT**

- 2.1. The Commissioners and the Chief Constables are entering into this collaboration by consent in order that Lee Freeman assumes the role of Acting Chief Constable (a role to be designated as 'Interim Chief Constable') of Cleveland Police on a temporary basis.
- 2.2. Lee Freeman will be placed with Cleveland Police on an agreed basis following on from the decisions of the Commissioners annexed at **Appendix A** and the request of the Acting Chief Constable of Cleveland Police for the necessary appointment and designation of an additional Deputy Chief Constable and the consent of the Commissioner for Cleveland.
- 2.3. As Acting Chief Constable of Cleveland Police for the time being, Assistant Chief Constable Adrian Roberts, has sought and obtained the consent of the Police & Crime Commissioner for Cleveland, for
  - 2.3.1.1. the appointment (for legal purposes only) of an additional Deputy Chief Constable for Cleveland under s39(2) of the 2011 Act.

2.3.1.2. the appointment of Lee Freeman as that additional Deputy Chief Constable under s39(3) of the 2011 Act, a request as a matter of law is subject only to the proviso that

2.3.1.2.1. the Secretary of State shall be invited to waive the requirements of the determination to Regulation 11(4) Police Regulations 2003 which makes provision for the advertising of such a proposed appointment; and

2.3.1.2.2. in the meantime and unless and until the Secretary of State so determines, the appointment of Mr Freeman shall take effect on a temporary basis for such period as the Police & Crime Commissioner for Cleveland shall determine by reference to the same criteria as set out at paragraphs iii(a) - (d) of the Propositions section of the Decision Notice annexed at **Appendix A**.

2.4. Acting Chief Constable Roberts has designated that additional Deputy Chief Constable as the 'appropriate Deputy Chief Constable' for the purposes of s41(2)(b) of the 2011 Act.

2.5. Accordingly, the Agreement gives effect to the Decisions and consents referred to above and records that Mr Freeman commences his placement with Cleveland Police with effect from 00:01 on Monday 28 January 2019.

2.6. Mr Freeman will retain the rank of Chief Constable (without break in service) throughout the placement and for the avoidance of doubt, when the arrangement ends, as a matter of law he will immediately revert to his substantive role of Chief Constable of Humberside Police.

2.7. Clair Tindall will retain the rank of Inspector (without break in service) throughout the placement and for the avoidance of doubt, when the arrangement ends, as a matter of law she will immediately revert to her substantive role of Inspector for Humberside Police.

2.8. This Agreement serves the purpose of both Collaboration Agreement and Heads of Terms as the need dictates.

### **3. SECTION 3: SUPPORT AND/OR SERVICES**

3.1. Under the collaboration,

3.1.1. Lee Freeman will perform the role of Acting Chief Constable, a role to be known as Interim Chief Constable.

- 3.1.2. Clair Tindall will perform a role of Inspector and Staff Officer to the Interim Chief Constable.
- 3.2. The parties acknowledge that the Acting Chief Constable may be required to make organisational and/or operational decisions during the period of the placement and in doing so the Acting Chief Constable will act in accordance with the powers vested in him by virtue of the 2011 Act for and on behalf of Cleveland Police and accordingly liability for any claims arising out of or in connection with the provision of the placement of either the Acting Chief Constable or Clair Tindall shall remain at all times with Cleveland Police and Cleveland Police hereby indemnify and holds harmless Humberside Police against any such claims.
- 3.3. Following their placements, to the extent that Mr Freeman and/or Clair Tindall are required to assist the Commissioner for Cleveland in regard to any matters relating to the periods of their placements, the Commissioner for Cleveland shall indemnify the Commissioner for Humberside, Lee Freeman and Clair Tindall for any loss or costs incurred as a consequence of any assistance provided.

#### **4. SECTION 4: APPOINTMENT/EMPLOYMENT AND RESOURCES**

- 4.1. The Acting Chief Constable of Cleveland Police has sought and obtained the consent of the Commissioner for Cleveland, for
- 4.1.1. the appointment (for legal purposes only) of an additional Deputy Chief Constable for Cleveland under s39(2) of the 2011 Act.
- 4.1.2. the appointment of Lee Freeman as that additional Deputy Chief Constable under s39(3) of the 2011 Act.
- 4.2. The Acting Chief Constable of Cleveland Police has designated that additional Deputy Chief Constable as the 'appropriate Deputy Chief Constable' for the purposes of s41(2)(b) of the 2011 Act.
- 4.3. The Chief Constable of Humberside Police, Lee Freeman, will join Cleveland Police in the notional rank for legal purposes of Deputy Chief Constable and immediately by operation of s41(1) of the 2011 Act become Acting Chief Constable. Mr Freeman will wish to be designated 'Interim Chief Constable' whilst undertaking the role.
- 4.4. The Commissioner for Cleveland is satisfied that Mr Freeman is an appropriate choice to assume the role of Chief Constable for Cleveland Police; and has consulted with the Chair of the Cleveland Police & Crime Panel, although no duty is understood to arise for the Panel to hold a confirmation hearing under the provisions of Schedule 8 of the 2011 Act.

- 4.5. At the point that the placement of Mr Freeman takes effect, he will be absent from the role of Chief Constable of Humberside Police for the purposes of s41(11)(b)(i) of the 2011 Act.
- 4.6. The role of Acting Chief Constable of Humberside Police will be assumed by Chris Rowley under s41(1)(a) of the 2011 Act.
- 4.7. The role of Deputy Chief Constable of Humberside Police will be assumed by Chris Noble under s39(1) of the 2011 Act.
- 4.8. Inspector Clair Tindall will be placed with Cleveland Police in order to provide support to the Chief Officer team in Cleveland and in particular to the Interim Chief Constable. The placement referred to in this paragraph will be for such period as Mr Freeman shall agree with the Acting Chief Constable of Humberside Police and will, in any event, come to an end automatically at the end of Mr Freeman's placement as set out in clause 6.3
- 4.9. The Commissioner for Cleveland shall provide a suitable working environment, IT and other equipment and administrative support for both Acting Chief Constable Freeman and Inspector Tindall for the purposes of the discharge of their duties. The Commissioner for Cleveland shall also provide Lee Freeman and Clair Tindall with copies of all policies and procedures of Cleveland Police which they are expected to apply and will provide all reasonable HR and legal support and assistance to allow them to discharge their duties under such policies.
- 4.10. The financial arrangements to underpin this Agreement will be as follows:
- 4.10.1. By agreement, the Commissioner for Cleveland will reimburse the Commissioner for Humberside for the full salary cost of Lee Freeman and Clair Tindall during the placement period and for any expenses incurred by and paid to those officers in line with Cleveland Police policy. The Commissioner for Cleveland will also indemnify Lee Freeman and Clair Tindall for any additional tax liability incurred as a result of the placements, none being anticipated.
- 4.10.2. Mr Freeman will continue to receive the salary applicable to the post of Chief Constable of Humberside Police.
- 4.10.3. Clair Tindall will continue to receive the salary applicable to the role of Inspector in Humberside Police.
- 4.11. Consequential adjustments to salary arrangements in respect of Acting roles in Humberside will be set out in due course and in such manner as the Commissioner for Humberside determines.

## **5. SECTION 5: POLICY AND COMPLIANCE**

- 5.1. Notwithstanding Section 4 above and subject to clause 5.3 below, the Commissioners (to the extent necessary to give effect to this collaboration) and Chief Constable Freeman and Inspector Tindall shall comply with the governance instruments, Policies and Procedures (“the rules”) of Cleveland Police, including but not limited to provisions in respect of conduct, vetting, confidentiality, dispute resolution, intellectual property and information security.
- 5.2. Chief Constable Freeman and Inspector Tindall will be attested as Constables in Cleveland.
- 5.3. To the extent that the respective Commissioners’ rules are mutually incompatible, there shall be a presumption in favour of compliance with the rules of the Commissioner for Cleveland. Subject to that presumption, the Commissioners shall seek to resolve such conflicts in such manner as appears appropriate to them.

## **6. SECTION 6: COMMENCEMENT, DURATION, REVIEW, TERMINATION**

- 6.1. The Commencement Date of this Agreement is 28 January 2019.
- 6.2. Lee Freeman and Clair Tindall will commence placement with Cleveland Police with effect from 00:01 on 28 January 2019.
- 6.3. The placement of Mr Freeman will come to an end in the manner set out in paragraphs iii (a) - (d) of the Propositions section of the Decision Notice annexed at **Appendix A.**
- 6.4. A review of the efficiency and effectiveness of this Agreement shall take place periodically in such a manner as the Chief Executives to the Commissioners shall agree, with recommendations jointly to the Commissioners for any variation in its terms.
- 6.5. Extension may be executed by an exchange of side letters or by concluding a new or supplementary Collaboration Agreement, as the Parties consider appropriate.
- 6.6. A Party terminating the Agreement shall remain liable to discharge its obligations under this Agreement prior to the giving of notice and during the notice period.
- 6.7. In recognition of the fact that the law invests statutory duties in a Chief Constable, the Parties may by mutual agreement suspend or terminate this Agreement in whole or part forthwith in the event of the suspension or in the event of the incapacitation of Lee Freeman or of any other senior officer mentioned in this Agreement, as the case may be.

## **7. SECTION 7: TRANSPARENCY**

- 7.1. This agreement is not confidential and may be published at the discretion of the Commissioners in whole or in summary, pursuant to s23E of the 1996 Act.
- 7.2. The Parties have published Decision Notices to record their decision to collaborate, and will keep the respective Police and Crime Panels informed.

## **8. SECTION 8: GOVERNING LAW AND JURISDICTION**

- 8.1. This Agreement is subject to the law of England and Wales
- 8.2. For the avoidance of doubt, no person who is not a party to this Agreement shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.



**IN WITNESS the Parties have signed below on the dates indicated**

<b>POLICING BODY</b>	<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>For the office of Chief Constable of Cleveland Police</b> <small>(pursuant to the provisions of s41(1)(a) &amp; (b) Police Reform &amp; Social Responsibility Act 2011)</small>	Adrian ROBERTS		
<b>Acting Chief Constable of Cleveland Police</b>	Lee FREEMAN		
<b>Police &amp; Crime Commissioner for Cleveland</b>	Barry COPPINGER		
<b>Acting Chief Constable of Humberside Police</b>	Chris ROWLEY		
<b>Police &amp; Crime Commissioner for Humberside</b>	Keith HUNTER		