

COLLABORATION AGREEMENT FOR THE PROVISION OF LEGAL SERVICES

COLLABORATING PARTNERS:

THE POLICE AND CRIME COMMISSIONER FOR CLEVELAND

THE POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE

This Collaboration Agreement is made the day of 2017

BETWEEN

**(1) THE POLICE AND CRIME COMMISSIONER FOR CLEVELAND ("The PCCC") of Police
Headquarters, Ladgate Lane, Middlesbrough, TS8 9EH**

**(2) THE POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE ("The PCCH") of The Lawns,
Harland Way, Cottingham, HU16 5SN**

(The parties together being referred to as "the Commissioners" or the "Policing Bodies" as the context so admits)

1. INTRODUCTION

- 1.1 The Commissioners wish to enter into a Collaboration Agreement pursuant to Section 22A Police Act 1996 ("the 1996 Act") for the provision of legal advice and representation to their respective offices.
- 1.2 This Agreement provides for support by a policing body for another policing body thereby constituting a policing body collaboration provision pursuant to section 22A(2)(c) of the 1996 Act.
- 1.3 The Policing Bodies are of the view that this Collaboration Agreement is in the interests of the efficiency or effectiveness of the Police and Bodies and have consulted in respect of this matter with their respective Chief Constables.
- 1.4 The Commissioners consider that this Collaboration Agreement is compliant with the Waiver granted on the 11th September 2014 by the Solicitors Regulation Authority pursuant to 1. 1 (e) of the Solicitors Practice Framework Rules 2011.

2. DEFINITIONS

- 2.1 Agreement means this Agreement and the Appendix to it.
- 2.2 Collaborating Partner means **PCCH**
- 2.3 Service or services means the legal services to be provided to the Collaborating Partners pursuant to this Agreement
- 2.4 Solicitor means the Consultant Solicitor from time to time employed by **PCCC**

3. THE PURPOSE OF THIS AGREEMENT

- 3.1 This Agreement sets out the basis upon which the **PCCC** will provide support by way of legal advice and representation to the Collaborating Partner.
- 3.2 This Agreement sets out the Commissioners' respective roles and responsibilities in relation to the provision of such support.

3.3 The Appendix to this Agreement will have effect.

4. THE SERVICE

4.1 The service to be provided in accordance with the terms of this Agreement is the provision to the **Collaborating Partner** of such legal advice, assistance and representation at such times and in such locations as the **Collaborating Partner** may from time to time require in relation to and arising out of the discharge by the **Collaborating Partner** of his statutory responsibilities.

4.2 The service will be commissioned by either **PCCH** or his Chief Executives or by any other member of PCCH's Office who may from time to time have properly delegated authority to commission the service.

4.3 The service will be provided by the Solicitor.

4.4 The Solicitor will maintain his or her administrative base in the offices of the **PCCC** and unless subsequently agreed between the Commissioners to the contrary there will be no obligation upon the Solicitor to spend specific or regular periods of time in the office of the **Collaborating Partner** and it is agreed that the work undertaken by the Solicitor for the **Collaborating Partner** will be done in the manner that accords with the agile working arrangements agreed between the Solicitor and the **PCCC**.

4.5 The service will include where appropriate the representation by the Solicitor of the **Collaborating Partner** at meetings, conferences and other similar events.

4.6 The solicitor in providing the service will be subject to a professional solicitor-client retainer as between himself or herself and the **Collaborating Partner**.

- 4.7 In providing the service the Solicitor will exercise appropriate levels of skill diligence professionalism and expedition and shall at all times act in good faith in discharging the obligations imposed by this Agreement.
- 4.8 Requests for the provision of the service will be in writing save that in urgent cases requests may be verbal but will be confirmed in writing as soon as practicable.
- 4.9 The **Collaborating Partner** will pay for the legal support provided in accordance with this Agreement in the following manner;
- 4.9.1 The **Collaborating Partner** will reimburse **PCCC** for the time expended by the Solicitor in providing the Service to him such reimbursement to be calculated at an hourly rate agreed between **PCCC** and the **Collaborating Partner** from time to time
- 4.9.2 The **Collaborating Partner** will also reimburse **PCCC** for such reasonable travelling expenses and other out of pocket expenses incurred by the Solicitor in providing the Service to each of them.
- 4.9.3 **PCCC** will invoice the **Collaborating Partner** from time to time in respect of the Services provided to him and such invoice will detail the time spent and other associated costs accrued by the Solicitor in provision of the Service for the period specified in the invoice.
- 4.9.4 The **Collaborating Partner** will pay each invoice with 28 days of its receipt by him.
- 4.9.5 Costs referred to in paragraph 9 of this Agreement will be paid direct by the **Collaborating Partner** on whose behalf they have been incurred or from whom they are due, immediately upon request by the Solicitor, or upon production of the relevant court order or other documentation requiring payment.
- 4.10 In consideration of **PCCC** and the Solicitor providing the services (the sufficiency of which consideration is acknowledged) the **Collaborating Partner** shall indemnify on demand and hold harmless **PCCC** and the Solicitor against all claims damages losses expenses and costs including those arising out of or in connection with the provision of the services or any failure to provide the service, save to the extent that either Policing Body

is entitled to recover any losses under a policy of insurance in which circumstances the applicable Policing Body shall be required to pursue a claim under such policy and the indemnities in this provision shall apply only to such element of the losses (if any) that are not recovered under the insurance claim made by the applicable Policing Body.

5. EMPLOYMENT AND RESOURCES

- 5.1 The Solicitor shall be employed by and shall at all times remain in the employment of the **PCCC** and shall in addition to his or her obligations under this Agreement continue to discharge his contractual obligations to the **PCCC**.
- 5.2 The **PCCC** will provide the Solicitor with all administrative and support services necessary to enable him or her to undertake the role, but on such occasions as the Solicitor is required to work in the offices of the **Collaborating Partner**, the Solicitor will be provided with appropriate office facilities and support.

6. MANAGEMENT AND OVERSIGHT

- 6.1 Line management of the Solicitor will be the responsibility of the Chief Executive within the Office of the **PCCC** who shall consult from time to time with his counterpart in the Office of the **Collaborating Partner** in relation to the operation of this Agreement in general and the performance of the Solicitor in particular.
- 6.2 The Commissioners' Chief Executives will work together to address any concerns on respect of the effectiveness or efficiency of this Agreement or the performance of the Solicitor and shall agree and implement appropriate remedial action.

7 POLICY AND COMPLIANCE

- 7.1 To the extent necessary to give effect to this Agreement the Solicitor will comply with the Governance Instruments, Policies and Procedures (“ the rules”) of the Commissioner on whose behalf the Solicitor may from time to time be acting, including but not limited to the relevant provisions in respect of conduct, vetting, confidentiality, dispute resolution, intellectual property and information security.
- 7.2 In the event that the respective Commissioners’ rules may be mutually incompatible, there shall be a presumption in favour of compliance with the rules of PCCC but subject to that presumption the Commissioners shall seek to resolve such conflicts in such manner as appears appropriate to them.

8 COMMENCEMENT DURATION REVIEW AND TERMINATION

- 8.1 The Commencement Date of this Agreement is the 9th January 2017
- 8.2 The initial term of this Agreement runs from the Commencement Date until the 31st March 2018
- 8.3 A review of the effectiveness and efficiency of this Agreement will be conducted by the respective Chief Executives of the Commissioners on or about each anniversary of this Agreement in such manner as shall be agreed by the Commissioners who shall then receive recommendations as to such amendment, extension, or termination of this Agreement as may be appropriate.
- 8.4 Any extension to this agreement may be executed by exchange of side letters or by execution of a new or supplementary Collaboration Agreement as the Chief Executives to the Commissioners may deem appropriate.
- 8.5 This Agreement may be terminated on no less than two months’ written notice given on any day by either of the Policing Bodies. Notwithstanding the giving of such notice both Policing Bodies shall remain liable during any period of notice and thereafter to discharge their respective obligations under this Agreement

- 8.6 If the Solicitor employed by **PCCC** from time to time for the purposes of provision of the service shall cease to be so employed during the term of this Agreement then the **PCCC** will use reasonable endeavours to find a suitable replacement but shall be under no obligation to do so and should he fail to appoint a suitable replacement within 6 months of the last day of service of the previous incumbent then **PCCC** may at his sole discretion terminate this Agreement forthwith.
- 8.7 In the event that this Agreement is terminated and not replaced by a further Agreement providing for the continuation of the service then responsibility for any on-going legal matter being handled by the solicitor will transfer upon the date of termination to the Commissioner who has commissioned the relevant legal support.
- 8.8 The Commissioners shall act in good faith in making appropriate arrangements in order to give effect to any termination of this Agreement and shall provide each other with all reasonable assistance to facilitate a smooth dissolution of this Agreement to ensure continuity of the provision of legal support to both Policing Bodies.

9 FINANCIAL ARRANGEMENTS

- 9.1 For the avoidance of doubt the Commissioners agree that in respect of matters in which the Solicitor is instructed on their behalf, the Commissioners will have sole responsibility for the following financial liabilities;
- 9.1.1 Court fees;
- 9.1.2 Counsel's fees
- 9.1.3 Fees payable to experts for the provision of reports and all other case specific disbursements
- 9.1.4 Ex gratia payments, monies paid in settlement of a legal claim, damages payable pursuant to an Order of the Court, and legal costs payable to another party.

10 CONFLICTS OF INTERESTS AND CONFIDENTIALITY

- 10.1 The Solicitor will at all times observe the Solicitors Code of Conduct on the issue of client confidentiality and the avoidance of conflict of interest.

11. INFORMATION MANAGEMENT

- 11.1 The parties shall share information where appropriate to fulfil the purposes of this Agreement
- 11.2 For the purposes of the Data Protection Act 1998 each party remains the Data Controller for any personal information recorded (in whatever format) or in any information system under that party's control.
- 11.3 Any requests received under the Freedom of Information Act 2000 (FOIA) by any party which relate to or touch upon the subject matter of this Agreement should be brought to the attention of the other party where necessary as soon as practicable and at the request of the party in receipt of the FOIA request the other party will offer all reasonable assistance in responding to such a request or any subsequent compliance requirement .

12. TRANSPARENCY

- 12.1 This Agreement is not confidential and may be published at the discretion of the Commissioners in whole or in summary, pursuant to section 23E Police Act 1996.

13. GOVERNING LAW AND JURISDICTION

- 13.1 This Agreement is subject to the law of England and Wales

14. THIRD PARTIES

- 14.1 This Agreement does not create any rights enforceable by any person not party to it under the Contracts (Rights of Third Parties) Act 1999.

SIGNED FOR AND ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR CLEVELAND

SIGNATURE:

A handwritten signature in black ink, appearing to read 'Simon Dennis', written in a cursive style.

NAME:

SIMON JAMES ANTONY DENNIS

POSITION:

CHIEF EXECUTIVE - MONITORING OFFICER

DATE:

16 February 2017

SIGNED ON BEHALF OF THE POLICE AND CRIME COMMISSIONER FOR HUMBERSIDE

SIGNATURE: 

NAME: R. COOK

POSITION: CHIEF EXECUTIVE

DATE: 2/3/17

APPENDIX

CONFLICT OF INTEREST

1. The parties recognise that there is potential for conflicts of interest between them in circumstances in which they share the provision of legal support. This Appendix sets out the manner in which such conflicts will be managed under this Agreement in order to provide an appropriate audit trail which will withstand scrutiny by the parties, their insurers, and where appropriate, the Solicitors' Regulation Authority.
2. It is the professional duty of the Solicitor to identify and deal with potential or actual conflicts of interest in accordance with the Solicitors' Regulation Authority publication "The Solicitors Code of Conduct 2011" (the Code) or any amendment or variation thereof.
3. The principle contained within Chapter 3 of the Code is that lawyers can never act where there is a conflict or a significant risk of conflict between the lawyer and his or her client or a significant risk of conflict between the lawyer's clients.
4. A conflict may therefore arise if:
5. The lawyer owes separate duties to act in the best interests of two (or more) clients in relation to the same or related matters and those duties conflict or there is a significant risk that those duties may conflict; or

6. The lawyer's duty to act in the best interests of his or her client in relation to a matter conflicts or there is a significant risk that it may conflict with the lawyer's own interest in relation to that or a related matter:
7. If any matter arises in which the Solicitor considers that there is an actual or possible conflict of interest in a matter of which the solicitor has care and conduct then it will be the duty of the Solicitor to report that matter to the Commissioners' Chief Executives at the earliest opportunity: for the avoidance of doubt if the Solicitor has the slightest doubt about the possibility of a conflict of interest or a possible conflict of interest in the matter must be referred in accordance with this provision.
8. If the Commissioners' Chief Executives are notified of an actual or possible conflict of interest in accordance with this provision then they shall consult with each other and acting good faith shall endeavour to agree a resolution which may involve one or more of the Commissioners thereafter seeking independent representation

CONFIDENTIALTY

9. Protection of confidential information is a fundamental feature of the relationship between a Solicitor and client. The duty exists as a concept both as a matter of law and as a matter of conduct and will continue beyond the termination of this Agreement.
10. The Solicitor will have a duty of confidentiality to the Commissioners.
11. The Solicitor will keep the affairs of each client confidential unless disclosure is required or permitted by law or has the consent of the relevant client.

12. In circumstances in which the duty of confidentiality to one party to this Agreement comes into conflict with any duty of disclosure which the Solicitor may have to the other party then the duty of confidentiality will take precedence.

13. The Solicitor will not act for one Commissioner where that Commissioner has an interest adverse to the other Commissioner on whose behalf the Solicitor holds confidential information which is material to the first Commissioner's matter unless the second Commissioner gives informed consent for waiver of confidentiality or the confidential information can be protected by use of appropriate safeguarding.