

**In respect of the Collaboration Agreement between the Police and Crime Commissioner for Cleveland and the Police, Fire and Crime Commissioner for North Yorkshire**

**Collaboration Agreement**

This letter refers to the collaboration agreement (“the Agreement”) between the Commissioners (“The Policing Bodies”), by which the Commissioners agreed to the joint provision of the Chief Executive function in respect of both offices.

The Agreement dated 10 May 2020 is the Agreement between the Commissioners in respect of Chief Executive services. This letter specifically terminates the Agreement and Variation, for the convenience of the Commissioners to enable the effective transition of the Chief Executive functions in each Commissioner’s office.

Termination is by agreement between the Commissioners on the following premises:-.

**1 Collaboration Agreement**

- 1.1 The full terms of the Collaboration Agreement and any variation thereafter are terminated. Termination of the Agreement is effective at 00:01 on 13<sup>th</sup> May 2021.
- 1.2 Any requirement of Mr Dennis (The Seconded) to serve out his notice period is waived by the Commissioner for Cleveland.
- 1.3 The Start Date for the Seconded commencing his employment with the Commissioner for North Yorkshire will therefore be as of 13<sup>th</sup> May 2021, 00:01.
- 1.4 Any payment in lieu of notice and remuneration (for example for annual leave) arising out of the early termination of the Agreement and waiver of the notice requirement remains payable by the Commissioner for Cleveland under the Seconded’s existing terms and conditions.
- 1.5 Any disputes, claims or liabilities arising out of the Termination of the Agreement and subsequent Variation will be solely the responsibility of the liable party at the relevant time of any dispute, claim or liability arising and against whom it is alleged. The provisions of the Agreement shall however be adopted for the purposes of any such matters, as set out at 3.8 in respect of liabilities, as follows:

*3.8. The Policing Bodies shall indemnify on demand and hold harmless each other against all claims arising out of or in connection with the provision of the Services or any failure to provide the Services, save that to the extent that either Policing Body is entitled to recover any losses under a policy of insurance then the applicable Policing Body*

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

This letter may be signed in counterpart or whole by the Parties. By signing this document the Parties agree the above shall be legally binding terms and conditions, effective from the date of this letter.

**Signed by or on behalf of the Police and Crime Commissioner for Cleveland**

**Signature:**



**Name:** Steve Turner

**Position:** Police and Crime Commissioner for Cleveland

**Dated:** 13 May 2021

**Signed by or on behalf of the Police, Fire and Crime Commissioner for North Yorkshire**

**Signature:** Philip D. Allott

**Name:** PHILIP D. ALLOTT

**Position:** PFCC

**Dated:** 13 May 2021  
P. Allott.