

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE INDEPENDENT POLICE COMPLAINTS  
BOARD**

**AND**

**THE SIERRA LEONE POLICE**

## **THIS MEMORANDUM OF UNDERSTANDING**

which comes into effect on the ..... day of .....2019, is made

### **BETWEEN**

**THE INDEPENDENT POLICE COMPLAINTS BOARD** of New England Ville, Freetown - ("IPCB")

### **AND**

**THE SIERRA LEONE POLICE** of Police Headquarters, George Street, Freetown - ("SLP")

### **BACKGROUND:**

- A. The IPCB is an independent civilian oversight body for the police, established by the Police Council under section 158 of the Constitution of Sierra Leone 1991 (Act No. 6 of 1991). The mandate of the IPCB is set out in The Independent Police Complaints Board Regulations, 2013.
- B. The SLP is established and has responsibilities pursuant to the Constitution of Sierra Leone 1991 and the Police Act, 1964. The SLP also has the mandate to investigate allegations of police misconduct as set out in The Police (Discipline) Regulations, 2001.
- C. This MoU concerns:
  - (i) Notification of Investigations being undertaken by the IPCB.
  - (ii) Notification by the CDIID of Issues falling within the IPCB Mandate (hereinafter referred to as 'prescribed matters').
  - (iii) Referral of Issues falling outside the Mandate of the IPCB.
  - (iv) Monitoring and Auditing of Complaints.
  - (v) Notification by the IPCB after the Completion of Investigations.
  - (vi) General Cooperation.

### **1. RESPONSIBILITY OF THE PARTIES**

The understandings reached between the parties are contained in this Memorandum of Understanding ("MoU"), which includes the Schedules hereto signed by the parties.

### **2. TERM (Indefinite Term)**

This MoU takes effect from the above-mentioned date and continues until it is either:

- a) superseded by a subsequent MoU entered into by the parties, or
- b) terminated, at the written request of one of the parties, provided that such termination should only occur after prior consultation with the other party.

**3. REVIEW and AMENDMENT**

- a) The parties agree to review this MoU every (two) 2 years or more frequently, if circumstances so require.
- b) Any amendments to this MoU must be made in writing, signed on behalf of the parties.

**4. NOTICES**

Any notice in writing pursuant to this MoU is to be given to the persons specified in the Schedules or such other person as is specified in writing to the other party.

**5. DISPUTE RESOLUTION**

Disputes arising under this MoU will be resolved initially through the nominated representatives of IPCB and SLP. Disputes that are unable to be resolved in this way are to be escalated to the relevant Board Members and Executive Management of IPCB and SLP.

**6. THIS DOCUMENT SUPERSEDES PREVIOUS ARRANGEMENTS AND UNDERSTANDINGS**

The arrangements, understandings and protocols contained in this MoU supersede all previous arrangements in relation to the same or similar subject matter whether or not such previous arrangements were recorded or reduced into writing and signed by the parties to this MoU.

**SIGNED** by:  
**[Title], [Name]**, as the duly authorized delegate of the Independent Police Complaints Board

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Date:

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in the presence of:

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**SIGNED** by:  
**[Title], [Name]**, as the duly authorized delegate of Sierra Leone Police

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Date:

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in the presence of:

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**SCHEDULE 1**  
**(Address for Service)**

Notices pursuant to this MoU are to be served upon the following persons or such other persons as specified, from time to time, in writing to the other party.

**In respect of the Independent Police Complaints Board**

Full Name and Title: \_\_\_\_\_

Address for Service: New England Ville, Freetown

Tel. Contact: \_\_\_\_\_

**In respect of the Sierra Leone Police**

Full Name and Title: \_\_\_\_\_

Address for Service: Police Headquarters, George Street, Freetown

Tel. Contact: \_\_\_\_\_

**SCHEDULE 2**

**AGREEMENT BETWEEN THE INDEPENDENT POLICE COMPLAINTS BOARD  
AND THE SIERRA LEONE POLICE**

**1. This Memorandum of Understanding is made under Regulation 7 of the Independent Police Complaints Board Regulations, 2013 and applies to complaints made under Regulation 3 (1) (a) - (h) of the said Regulations.**

**2. COMMUNICATION**

2.1. All communications in respect of the parties' obligations under this MoU will be made, in writing, to the address for service in Schedule 1.

**3. NOTIFICATION OF INVESTIGATIONS BEING UNDERTAKEN BY THE IPCB**

3.1. All complaints/prescribed matters received by the IPCB that allege or indicate misconduct on the part of a police officer, including those reduced to writing by members of the SLP, will be subject to an internal review by the IPCB, in accordance with The Independent Police Complaints Board Regulations, 2013 and IPCB Standard Operating Procedure IPCB/SOP/01 on Complaints Management Procedures to determine whether the complaint/prescribed matter can properly be the subject of an IPCB investigation, or whether the complaint is frivolous or vexatious; or the matter is beyond its remit.

3.2. If the IPCB is of the view that the complaint/prescribed matter can be properly subject to an IPCB investigation, the IPCB must make a written notification to the Head of CDIID, SLP and the officer/s against whom the complaint/s is lodged/whom it is intended be investigated, that an investigation into the complaint/matter will be made.

3.3. The notification will be made by the IPCB in writing within fourteen (14) working days of the decision by IPCB to conduct an investigation into the complaint/prescribed matter.

3.4. The SLP will provide confirmation of receipt of the notification, in writing within fourteen (14) working days of receipt of the notification.

**4. NOTIFICATION BY THE CDIID OF ISSUES FALLING WITHIN THE IPCB MANDATE**

4.1. The Independent Police Complaints Board Regulations, Regulation 3 (1), provide that IPCB with a mandate to investigate the following 'prescribed matters':

4.1.1. The death of any person while in the custody of the police;

4.1.2. A fatal road accident in which a police vehicle is involved;

- 4.1.3. A shooting incident where a police officer has discharged a firearm or killed a person;
  - 4.1.4. Incidents of injuries, assault or wounding caused by a police officer;
  - 4.1.5. Allegations of misconduct involving an officer of the rank of Superintendent or higher;
  - 4.1.6. Any matter involving misconduct by the police referred to it by the Inspector-General of Police where the Inspector-General of Police thinks an independent investigation will be in the public interest;
  - 4.1.7. Any matter or incident which it thinks the action or inaction of the police is likely to impact significantly on the confidence of the people in the police;
  - 4.1.8. Any matter whether remote or otherwise which gave cause for an investigation to be conducted under this regulation.
- 4.2. The CDIID as a Department within the SLP has the mandate to receive and investigate complaints made against the SLP as well as to conduct internal investigations and disciplinary process within the SLP.
- 4.3. All referrals will be made by the Head of CDIID to the IPCB in writing.
- 4.4. All referrals of complaints/prescribed matters that fall within the mandate of the IPCB received by the CDIID will be made in writing to the IPCB, within fourteen (14) working days of a determination to refer by the Head of CDIID.

## **5. REFERRAL OF ISSUES FALLING OUTSIDE THE MANDATE OF THE IPCB**

- 5.1. The parties agree to meet to discuss the development of a common referral process between IPCB and SLP.
- 5.2. If the IPCB is of the view that a complaint or matter received is not within its mandate, as established in Regulation 3 (1) of The Independent Police Complaints Board Regulations, it will refer the complaint to the Head of CDIID.
- 5.3. All referrals made by the IPCB to Head of CDIID, will be made in writing within fourteen (14) working days of the determination to refer by the IPCB.

## **6. MONITORING AND AUDITING OF COMPLAINTS**

- 6.1 Notwithstanding the provisions in Clauses 3, 4 and 5 above, the IPCB may make a determination that it will not take over an investigation being conducted by the CDIID even if it falls within the mandate of the IPCB. In such circumstances, the IPCB may decide to monitor and audit the investigations undertaken by the CDIID. Such a decision**

**will be notified within fourteen (14) working days of receipt of the matter by the IPCB.**

**6.2 Where the IPCB decides to monitor and audit an investigation being conducted by the CDIID, the CDIID will provide the IPCB with all necessary information as required, in order to enable the IPCB monitor and audit the said investigation.**

## **7. NOTIFICATION BY THE IPCB AFTER THE COMPLETION OF INVESTIGATIONS**

7.1. To ensure that a police officer is not subject to an investigation by IPCB at the same time as the SLP is conducting its investigation, the SLP agrees to take no investigative action until it is advised that the IPCB has finalized any investigation into the police officer in accordance with The Independent Police Complaints Board Regulations, 2013.

7.2. For the avoidance of doubt, the above provision does not preclude the SLP from securing evidence that may otherwise be lost or taking administrative action, such as decisions in regard to suspension, in line with the Police (Discipline) Regulations 2001.

7.3. Within fourteen (14) working days of the completion of an investigation, the IPCB will provide a report, in writing, to the SLP regarding the outcome of the investigation with a recommendation to the SLP that specifies either:

7.3.1. No disciplinary or further action is required; or

7.3.2. Further action in accordance with The Independent Police Complaints Board Regulations, 2013 should be taken into the matter.

7.4. Following the completion of the investigation, IPCB may use the report of the investigation to determine any further actions. The IPCB will advise the SLP in writing of any decision made on further actions in accordance with The Independent Police Complaints Board Regulations, 2013, including a decision to take no action, in relation to the police officer who has been investigated.

## **8. GENERAL COOPERATION**

8.1. The IPCB and SLP agree to undertake this MoU in good faith.

8.2. Quarterly meetings will take place between IPCB and SLP to discuss any issues arising from this MoU, its processes, and themes from each other's work. These meetings will be attended by relevant senior participants from both IPCB and SLP.

- 8.3. Meetings will be chaired and minuted alternatively by the parties.
- 8.4. Each party will include the other in any relevant consultation exercise carried out in relation to their complaints and investigation mandates.
- 8.5. If IPCB or SLP is of the view that cooperation in relation to any other aspect of their mandates is required, the parties will meet to discuss, in good faith, the development of further MoUs to facilitate such cooperation.