



**Ministry of
JUSTICE**

GRANT AGREEMENT

DATED: 12 January 2015

Between

The Secretary of State, Ministry of Justice

and

New Pathways

For the purpose of funding Male Rape and Sexual Violence Direct Support Services

CONTENTS

1. Definitions
2. Term
3. Grant Offer
4. Payment of the Grant
5. Management
6. Disputes
7. Termination
8. Effects of Termination
9. Prohibited Activities
10. Insurance
11. Indemnity
12. Data Protection Act 1998
13. Confidentiality
14. Transparency and Information
15. Access to Data
16. Freedom of Information
17. Intellectual Property Rights
18. Personnel
19. Miscellaneous

Schedule

1. The Descriptive Document
2. Payment Schedule

THIS GRANT AGREEMENT is made on 12 January 2015

BETWEEN

- (1) THE SECRETARY OF STATE, MINISTRY OF JUSTICE (Authority); and
- (2) NEW PATHWAYS registered in England and Wales under Charity Number: 1126120 whose registered office is 11 Church Street, Merthyr Tydfil, CF47 0BW (Recipient),

each a party and together the parties.

1. DEFINITIONS

In this Grant Agreement:

Authority means the Secretary of State for Justice;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London;

Commencement Date means the date for the commencement of the performance of the Grant Obligations. This shall be 12th January 2015 unless otherwise indicated by the Authority;

Equalities Legislation means the Equality Act 2010;

Good Industry Practice means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator engaged in the same or similar type of undertaking as that of the Recipient;

Grant means the grant payable by the Authority to the Recipient under the terms of this Grant Agreement;

Grant Funding means the payment structure for the Grant

Grant Obligations means the obligations of the Recipient set out in this Grant Agreement. These include the Authority's requirements of the Recipient set out at:

Clauses 1 – 19.13

Schedule 1 – The Descriptive Document

Schedule 2 – Grant Funding

Grant Period means the period from the Commencement Date to:

(a) the date of expiry set out in Clause 2 (Term); or

(b) following an extension pursuant to Clause 2 (Term) the date of expiry of the extended period;

or such earlier date of termination or partial termination of the Grant in accordance with the Law or the provisions of the Grant Agreement;

Intellectual Property Rights means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

Losses means all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses), and charges whether arising under statute, contract or at common law or in connection with judgments, proceedings, internal costs or demands;

Personnel means all employees, agents, consultants, partners, sub-contractors and consortium partners of either Party where these are involved in the delivery of the services under this Grant Agreement;

Recipient means the person, firm, organisation or company with whom the Authority enters into the Grant Agreement and includes the Recipient's Personnel.

2. TERM

This Grant Agreement shall take effect from the date of this Grant Agreement until 31st March 2016 or until terminated in accordance with Clause 7.

3. GRANT OFFER

Subject to the Recipient complying with the terms and conditions set out in this Grant Agreement, the Authority shall pay the Grant to the Recipient in return for the performance of the Grant Obligations.

The Recipient acknowledges that the Authority agrees to fund it only for the amount, the Funding Period and for the Purpose specified in this Grant Agreement.

The Recipient is not permitted to charge, apply fees to or require payment from those that are seeking support from their organisation for any advice, guidance or related activity provided in connection with this Grant Agreement.

4. PAYMENT OF THE GRANT

4.1 Payments Structure

The Authority shall pay the Grant Funding to the Recipient as set out in Schedule 2, subject to the terms and conditions of the Grant Agreement.

4.2 Accounting and VAT

If any Grant Funding provided by the Authority is used to procure goods or services and VAT is included in the cost, the Recipient shall recover that VAT from HM Customs and Excise where it is recoverable and use it to deliver the services required under this Grant Agreement.

The Grant Funding is the total amount payable by the Authority and is inclusive of all Value Added Tax payable under the Value Added Tax Act 1994.

The Recipient shall account for the Grant on an accruals basis. This requires the cost of goods or services to be recognised when the goods or services are received, rather than when they are paid for.

4.3 Financial Administration

The following procedures will apply:

- (i) all references to "the financial year" shall, unless expressly indicated otherwise, refer to the Authority's own financial year, which runs from 1st April to 31st March;
- (ii) the Recipient shall maintain a bank account through which the Grant Funding shall be paid and shall promptly provide the Authority with details of it after the date of this Grant Agreement;
- (iii) the Recipient shall submit to the Authority annual signed accounts certifying that all sums paid under this Grant Agreement have been used in managing the Grant Obligations, within nine (9) months after the end of the Recipient's financial year;
- (iv) the Recipient's accounts shall be maintained in a clear format, with the Grant Funding shown as restricted funds, and the value and purpose of this funding shall be identified separately in the Recipient's signed accounts (or the notes to those accounts) and in the Recipient's Annual Report;
- (v) the Recipient shall provide additional monitoring returns and reports as detailed in the Descriptive Document at Schedule 1 to this Grant Agreement;
- (vi) in the event of late or incorrect submission of monitoring information, the Authority shall not be liable to pay any outstanding claims for payment until the relevant outstanding submission has been received and approved by the Authority; and
- (vii) the Recipient shall notify the Authority as soon as reasonably practical if it is forecast that not all of the grant funding payable for that financial year will be spent. Any Grant funds not spent in a financial year cannot be carried over to the following financial year except with the express consent of the Authority.

If the Recipient has any grounds for suspecting financial or other irregularity in the use of any Grant paid under this Grant Agreement, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed about the progress of the investigation.

4.4 Value for Money

The Recipient shall seek the most efficient way of meeting its Grant Obligations, including the use of volunteers and mentors and accommodating mainstream services to deliver any services that it provides as part of its Grant Obligations.

4.5 Advance and Recovery of Sums Due

Any sums advanced under this Grant Agreement will remain the property of the Authority until they are spent on the purposes for which they were provided. The Recipient shall not profit or make a surplus from the Grant Funding outlined in this Grant Agreement. All funding must be used for the explicit purpose of delivering the Grant Obligations and any Grant Funding not used for those purposes will be returned to the Authority in full.

If the Authority considers that there is a substantial variation between:

- (i) the Recipient's actual funding for and/or expenditure on the Grant Obligations; and
- (ii) the equivalent amounts forecast in the Recipient's budget forecast

the Authority may vary, withhold or recover funding payments in proportions that the Authority considers to be reasonable.

4.6 Sub-contractors

Where the Recipient enters into a sub-contract for the provision of any part of the requirement(s), the Recipient shall ensure that a term is included in the sub-contract which requires the Recipient to pay all sums due to the sub-contractor within a specified period not exceeding thirty (30) Days from the date of receipt of a valid invoice as defined by the terms of that sub-contract.

5. MANAGEMENT

(a) The Recipient shall:

- (i) ensure that in managing the Grant Obligations it complies, and shall at all times comply (and shall ensure that any person acting on its behalf complies and shall at all times comply) with all laws in force at the time, and in particular that it (and any person acting on its behalf) shall not commit any act of discrimination (either direct or indirect) rendered unlawful by Equalities Legislation; and
- (ii) take all necessary steps to secure the health, safety and welfare of all persons involved in delivering the Grant Obligations.

(b) The Recipient shall not engage an employee of the Authority in any capacity relating to the Grant Obligations, paid or unpaid, without the prior written consent of the Authority.

(c) The Recipient is required to acknowledge the financial support of the Authority in any publicity produced, in a form which shall have the Authority's prior written approval.

(d) The Authority reserves the right to withhold all or any payments of the Grant Finding if the Authority has reasonably requested information or documentation from the Recipient and this has not been received by the Authority in the timescales reasonably required.

6. DISPUTES

(a) The parties shall negotiate in good faith to resolve any dispute arising out of this Grant Agreement and shall escalate that dispute to senior levels within their organisation if it cannot be resolved by the individuals with day to day responsibility for the Grant.

(b) If the parties are unable to resolve a dispute within twenty (20) Business Days pursuant to Clause 6(a), that dispute shall be referred to mediation. The mediation shall be conducted by a single mediator appointed by the parties or, if the parties are unable to agree on the identity of the mediator within fifteen (15) Business Days after the date of the decision to resolve the dispute by mediation, or if the person appointed is unable or unwilling to act, the mediator shall be appointed by the Centre for Effective Dispute Resolution (CEDR) in London on the application of either party. The mediation shall be conducted in a mutually convenient venue as agreed between the parties and the mediator pursuant to a procedure established by the mediator in his absolute discretion. Mediation does not limit the rights and remedies of the parties in any future proceedings. The costs of the mediation, including the fees and expenses of the mediator shall be borne equally by the parties. Any costs paid by the Recipient shall not be paid from the Grant Funding.

7. TERMINATION

7.1 Authority Termination

The Authority may, if required by changes in policy considerations, budgetary or financial constraints or if a change in the law makes it necessary for the Authority to discontinue funding to the Recipient, terminate this Grant Agreement at any time provided that it has given the Recipient at least three months' prior written notice.

7.2 Termination on Insolvency

Without prejudice to Clause 7.4, the Authority may terminate this Grant Agreement with immediate effect by giving notice in writing, and reclaim from the Recipient any of the sums paid which have not been spent by the Recipient in meeting its Grant Obligations, if:

- (i) the Recipient is dissolved for any reason including, without limitation, insolvency, a winding up order or the appointment of a receiver or administrator, or
- (ii) the Recipient enters into any compromise or other arrangement of its debts with its creditors (in which case the Recipient shall notify the Authority immediately in writing), or
- (iii) the Recipient is likely, in the view of the Authority, to become unable to pay any of its debts.

7.3 Termination on Material Breach

(a) If the Recipient commits a material breach of this Grant Agreement which is not capable of remedy, the Authority may terminate this Grant Agreement with immediate effect by giving notice in writing.

(b) If the Recipient commits a material breach of this Grant Agreement which it is able to remedy, the Authority shall notify the Recipient in writing setting out how the breach is to be remedied by a reasonable deadline. If the material breach is not remedied within that deadline, the Authority may, by giving further written notice, terminate the Grant Agreement with immediate effect.

7.4 Rights and Obligations on Termination

(a) On termination of this Grant Agreement (whether by notice, expiry or otherwise) the Recipient shall, as soon as reasonably practicable:

(i) return to the Authority any assets or property purchased with the Grant Funding or any unused Grant Funding (unless the Authority gives its written consent to their retention or requests their disposal); and

(ii) immediately refrain from holding itself out in any manner whatsoever as having any ongoing connection with the Authority in connection with the Grant Obligations.

(b) The termination of this Grant Agreement shall not prejudice or affect any right of action which either party might have against the other.

(c) In no circumstances shall the Authority be liable to make any redundancy payment or pay for any termination costs incurred by the Recipient as a result of this Grant Agreement being terminated.

7.5 Reasonableness

The Authority will act reasonably and proportionately in all the circumstances when exercising its rights under this provision to terminate on notice where such breach has occurred.

7.6 Sub-contractors

The Authority may at any time serve notice upon the Recipient requiring it to cease using a particular sub-contractor or consortium member; the Authority will only do so where it has reasonable grounds to object to the continued use of such a sub-contractor or consortium member. Any such notice will be cognisant of the terms of the Recipient's sub-contract or agreement.

8. EFFECTS OF TERMINATION OR EXPIRY

8.1 In the event of termination the Authority may consider entering into an agreement directly with an agent with whom the Recipient has an agreement or propose an alternative provider for the services required in this Grant Agreement.

8.2 During the twelve (12) months prior to the end of the Grant Period the Recipient shall not (and shall procure that any sub-contractor shall not) without the prior consent of the Authority (such consent not be unreasonably withheld or delayed):

(a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Recipient's Personnel (other than where such amendment or variation has previously been agreed between the Recipient and the Recipient's Personnel in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Grant Obligations);

(b) terminate or give notice to terminate the employment or engagement of any of the Recipient's Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);

(c) transfer away, remove, reduce or vary the involvement of any of the Recipient's Personnel from or in the provision of the Grant Obligations (other than where such transfer or removal:

(i) was planned as part of the individual's career development;

(ii) takes place in the normal course of business; and

(iii) will not have any adverse impact upon the delivery of the Grant Obligations by the Recipient;

PROVIDED THAT any such transfer, removal, reduction or variation is not in any way related to the transfer of the Grant Obligations);

(d) recruit or bring in any new or additional individuals to provide the Grant Obligations who were not already involved in providing the Grant Obligations prior to the relevant period.

9. PROHIBITED ACTIVITIES

The Recipient shall not use any of the Grant Funding made available to it through the Authority for any purpose other than managing the Grant Obligations and shall specifically not use any Grant Funding for the purpose of supporting, directly or indirectly, any organisation or activity which is likely to bring the Authority into disrepute or for supporting, directly or indirectly, any party political organisations or activities.

10. INSURANCE

The Recipient shall ensure that it has adequate insurance coverage (including but not limited to public liability insurance) in place, and shall provide evidence of that insurance to the Authority on request and shall ensure that any of its subsidiaries and sub-contractors or other consortium members which deliver Grant Obligations also have adequate insurance.

11. INDEMNITY

11.1 The Authority accepts no liability to the Recipient or to any third party for any Losses arising as a result of/or in connection with the Grant Obligations however they are incurred (other than for fraud, or personal injury or death caused by the Authority's negligence).

11.2 The Recipient agrees to indemnify the Authority against any Losses, however incurred, arising as a result of/or in connection with the Grant Obligations which have come about due to the Recipient's wrongdoing, misuse of Grant Funding or negligence.

12. DATA PROTECTION ACT 1998

The Recipient shall be the data controller or data processor (depending on agreement with the individual data supplier) of the data received in its performance of the Grant Obligations. In acquiring and processing that data it will comply with relevant legislation e.g., the Data Protection Act 1998.

13. CONFIDENTIALITY

13.1 The Recipient shall keep secret and not disclose and procure that its employees, sub-contractors and Agents and any other consortium members keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Grant Agreement. Nothing in this clause applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause.

13.2 The Recipient shall ensure that any personal information disclosed to it in the course of delivering this Grant Agreement is treated as confidential and should only be disclosed to a third party in accordance with the provisions of the Data Protection Act 1998.

13.3 The Recipient shall not use any information which it has obtained as a result of delivering the requirements (including, without limitation, any information relating to any Client) in any way which is inaccurate or misleading.

13.4 The provisions of this Condition shall survive the termination of this Grant Agreement, however that occurs.

14. TRANSPARENCY AND INFORMATION

14.1 The Recipient shall keep an accurate record of all expenditure in connection with this Grant and shall retain all invoices, receipts, accounting records and any other relevant documents relating to the expenditure of Grant Funding for a period of at least six years after the completion of the Grant Obligations, or two (2) Years after the end of the grant period, whichever is the longer. These must be made available at any reasonable time for inspection by any officer or officers of the Authority, the National Audit Office or their nominees, without charge.

14.2 The Recipient shall act in a fair, open and non-discriminatory manner in all purchases of goods and services.

14.3 The Recipient shall, and shall procure that its subsidiaries and subcontractors shall, permit representatives of the Authority to examine the economy, efficiency and effectiveness with which the Recipient has used the Grant Funding.

14.4 The Recipient shall, without charge, permit any officer or officers of the Authority, the National Audit Office or their nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the Recipient's books of account and all other documents or records as in that officers' view may relate to the use of the Grant Funding provided. In addition, the Recipient shall co-operate with any examination carried out by the Comptroller and Auditor General into the economy, efficiency and effectiveness with which the Grant Funding provided have been used.

14.5 Where the Recipient is working with partners, subsidiaries or subcontractors the Recipient shall be obliged to obtain from these bodies:

- a. certified copies of the accounting documents (where these are legally required) justifying income and expenditure incurred by the partners in relation to the project concerned
- b. an annual, written statement detailing how the money was spent; and
- c. a signed undertaking that the partner will retain such documents for the period prescribed above.

15. ACCESS TO DATA

The Recipient shall permit, and shall impose on its partners, subsidiaries and sub-contractors and an obligation to permit, representatives of the Authority to examine the de-personalised data collected for the purposes of evaluation and ongoing performance monitoring

16. FREEDOM OF INFORMATION

The parties acknowledge that the Authority is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and both parties shall facilitate the Authority's compliance with the FOIA, any subordinate legislation made under the FOIA and any guidance issued by the Information Commissioner, subject, where relevant, to the Recipient complying with the requirements of the Data Protection Act in its dealings with any requests from the Authority.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 The Recipient shall grant to the Authority at no cost an irrevocable, royalty-free perpetual license to use and sub-license the use of any material, documentation or report created by the Recipient under the terms of this Grant Agreement for such purposes that the Authority shall deem appropriate for the benefit of victims and witnesses.

17.2 The Recipient shall seek approval from the Authority prior to using the Authority's logo when acknowledging the Authority's financial support of its work.

17.3 The Recipient shall ensure that it has the right to use any documentation, computer hardware / software or any material of any sort whatsoever used to deliver the requirement(s) provided under this Grant Agreement. The Recipient shall indemnify the Authority against all claims, proceedings, damages, actions, expenses, legal costs (on a solicitor and client basis) and any other sort of liabilities arising from the use of any such items in the delivery of the requirement.

18. PERSONNEL

The Recipient shall ensure that all reasonable steps have been taken to ensure that it and anyone acting on its behalf shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Recipient).

The Recipient shall ensure that all staff employed have the right to work in the United Kingdom under applicable immigration Law.

The Recipient shall ensure that any person employed or engaged in the provision of the Grant Obligations has undertaken a criminal records check by means of a Disclosure and Barring Service (DBS) check. The Recipient shall ensure that no person who discloses that he/she has a relevant conviction, or is found by the Recipient to have a relevant conviction (whether as a result of a police check or through the criminal records disclosure check or otherwise) is employed or engaged in the provision of the Grant Obligations.

Where the Authority deems it necessary the Recipient shall provide a list of Personnel who will be undertaking regulated activity according to the Protection of Freedoms Act 2012. The Authority may in its sole discretion require any person employed or engaged by the Recipient who has not been subjected to the necessary checks by the Disclosure and Barring Service to be prevented from involvement in delivering the Grant Obligations.

19. MISCELLANEOUS

19.1 INTERPRETATION

(a) In this Grant Agreement any reference, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes:

(i) that enactment as amended, extended or applied by or under any other enactment (before, on or after the execution of this Grant Agreement);

(ii) any enactment which that enactment re-enacts (with or without modification); and

(iii) any subordinate legislation made (before, on or after the execution of this Grant Agreement) under that enactment, including (where applicable) that enactment as amended, extended, or applied as described in Clause 19.1(a)(i), or under any enactment which it re-enacts as described in Clause 19.1(a)(ii).

(b) In this Grant Agreement:

(i) any reference to a person includes a body corporate, unincorporated association of persons (including a partnership), government, state, agency, organisation, and any other entity whether or not having a separate legal personality and an individual, his estate and personal representatives;

(ii) any reference to a party to this Grant Agreement includes a reference to the successors or assigns (immediate or otherwise) of that party.

(c) In this Grant Agreement each reference to indemnifying any person against any event, matter or circumstance shall be construed as a reference to indemnifying that person in full and holding that person harmless on an after Tax basis from and against all Losses suffered or incurred by that person, in each case arising out of any and all claims (whether or not successful, compromised or settled), actions, demands, proceedings or judgments which may be instituted, made, threatened, alleged, asserted or established in any jurisdiction against or otherwise involving that person, including Losses suffered or incurred in establishing a right to be indemnified under this Grant Agreement, and indemnified and indemnify and similar expressions shall be interpreted accordingly.

(d) If there is any conflict or inconsistency between any of:

(i) a term in the main body of this Grant Agreement;

(ii) a term in any of the Schedules;

(iii) a term in any of the Annexes to the Schedules; and

(iv) any term included in any other document incorporated by reference into this Grant Agreement,

the term falling into the category first appearing in the list above shall, unless expressly stated otherwise, take precedence.

19.2 Announcements

The Recipient shall not make or authorise any:

(a) public or private announcement; or

(b) communication

concerning this Grant Agreement without the prior written consent of the Authority.

Neither party shall refer to or use any:

(a) business name; or

(b) trade mark of the other party in any promotional communications without the prior written consent of the other party, except where required by law.

19.3 Notices

Any notice or other communication to be given under this Grant Agreement to a party must be in writing and must be delivered or sent by post or email to the party to whom it is to be given at its address set out below:

to the Authority at: Ministry of Justice, Criminal Justice Policy Directorate, 102 Petty France, London, SW1H 9AJ

Marked for the attention of: xx, Grant Manager

to the Recipient at: New Pathways, 11 Church Street, Merthyr Tydfil
CF47 0BW

Marked for the attention of: xx

Any notice or other communication sent by post shall be sent by prepaid first class recorded delivery post (if within the United Kingdom) or by prepaid airmail (if elsewhere).

Any notice or other communication shall be deemed to have been given:

- (a) if delivered, on the date of delivery;
- (b) if sent by post, on the second (2nd) Business Day after it was put into the post.

This Clause 19.3 shall not apply in relation to the service of any claim form, notice, order, judgement or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Grant Agreement.

19.4 Entire Agreement

(a) This Grant Agreement (and the schedules to it) contains the whole agreement between the parties relating to the transactions contemplated by this Grant Agreement and supersedes all previous agreements between the parties relating to these transactions. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Grant Agreement.

(b) Each party acknowledges that, in agreeing to enter into this Grant Agreement, it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those set out in this Grant Agreement and the documents referred to in it) made by or on behalf of the other party at any time before the signature of this Grant Agreement.

(c) Each party waives all rights and remedies which, but for Clause 19.4(b), might otherwise be available to it in respect of any express or implied representation, warranty, collateral contract or other assurance.

19.5 Third Party Rights

A person who is not a party to this Grant Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

19.6 Waiver

- (a) The rights of each party under this Grant Agreement:
 - (i) may be exercised as often as necessary;
 - (ii) except as otherwise provided by this Grant Agreement, are cumulative and not exclusive of rights or remedies provided by law; and
 - (iii) may be waived only in writing and specifically.

(b) Delay in the exercise or non-exercise of any right is not a waiver of that right. A waiver of any right or remedy arising from a breach of this Grant Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of this Grant Agreement.

(c) No waiver by the Authority shall be effective unless it is communicated to the Recipient in writing.

19.7 No partnership or agency

At all times during the term of this Grant Agreement, the Recipient shall be independent of the Authority and nothing in this Grant Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Recipient and accordingly neither the Authority nor the Recipient shall be authorised to act in the name of, or on behalf of, or otherwise bind the other party save as expressly permitted by the terms of this Grant Agreement.

19.8 Severability

The provisions contained in each Clause and paragraph of this Grant Agreement shall be enforceable independently of each of the others and their validity shall not be affected if any of the others is invalid. If any provision is void but would be valid if some part of the provision were deleted, the provision in question shall apply with any modification as may be necessary to make it valid.

19.9 Amendments

No amendment of this Grant Agreement shall be binding on the parties unless set out in writing, expressed to amend this Grant Agreement and signed by an authorised representative of each of the parties.

19.10 Costs

Each party shall pay the costs and expenses incurred by it in connection with the entering into of this Grant Agreement.

Where this Grant Agreement provides for the Authority to pay costs to the Recipient, the Recipient shall be entitled to recover those costs from the Authority provided that it demonstrates, to the reasonable satisfaction of the Authority, that the costs incurred could not reasonably be mitigated or recovered by the Recipient acting in accordance with Good Industry Practice.

19.11 Assignment

The Recipient may neither assign nor subcontract the managing of the whole or any part of the Grant Obligations without the prior written approval of the Authority.

19.12 Counterparts

This Grant Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any party (including any duly authorised representative of a party) may enter into this Grant Agreement by executing a counterpart.

19.13 Governing Law and Jurisdiction

This Grant Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

Subject to the Dispute Resolution Procedure, the courts of England shall have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this Grant Agreement (including a dispute, claim or controversy relating to any non- contractual obligations arising out of or in connection with this Grant Agreement) and the parties accordingly submit to the exclusive jurisdiction of the English courts.

NATIONAL COMMISSIONING OF MALE RAPE SUPPORT SERVICES

Descriptive Document

This Descriptive Document sets out the Ministry of Justice's (MoJ) requirements for the direct support service to male victims of rape and sexual violence which forms part of a wider Male Rape Support Fund.

Background

On the 13 February 2014 the Government announced that it would be creating a fund specifically for male victims of rape and sexual assault. Ministers have decided that a proportion of the funding should be used for the provision of direct services offering face to face support, there will be a separate commissioning process seeking suitable providers for a national helpline and online support services.

The MoJ has funded a small number of male rape and sexual violence support services via the Victims and Witness General Fund since 2011, however it is the intention that this nationally commissioned service will be specifically targeted to ensure that male victims of rape and sexual violence have greater access to direct support. This descriptive document covers the direct face to face support service only.

Alongside the announcement of the dedicated fund for male victims of rape and sexual violence, MoJ communications launched a public awareness campaign called 'Break the Silence' aimed at helping to shatter the taboo around the issue to make people aware that support is available and to encourage victims to come forward. The campaign reached 2.5million people on twitter, received extensive media coverage and statistics show that more men did come forward to seek support as a result. MoJ worked in conjunction with male rape support groups and with the popular television soap 'Hollyoaks' to promote the campaign. The announcement was particularly welcomed by the male rape support groups, who have been lobbying the Government for some time on this issue.

Scope

Although fewer than 12,000 men report rape or sexual abuse to the police each year, estimates from the British Crime Survey put the actual number of victims at around 74,000. It is important to the MoJ that male victims of rape and sexual abuse are able to easily access information, advice and longer term therapeutic help. The purpose of this element of funding is to increase provision of the latter.

Criteria

To apply for funding organisations must evidence how they comply with a range of eligibility criteria. Those criteria are split into two types, showstopper criteria which must all be met for an application to be considered for a grant award; and quality criteria which must be demonstrated to an acceptable level.

i) Showstopper Criteria

1. The applicant organisation must provide evidence that they will provide **direct support services to male victims of rape and other forms of sexual violence**, whether recent or historic. Direct support is defined as frontline services offering face to face support such as counselling.
2. The organisation will normally be a registered charity. It must be independent of services that are provided by the police and medical interventions provided at Sexual Assault Referral Centres. Its objective must be for **public benefit and not for profit**.
3. The organisation must be able to demonstrate that they have access to a **physical location** where male victims can directly access personal support.
4. Services must be **free** at the point of delivery.
5. Applicants must be able to demonstrate that it provides a **dedicated service for adult men and boys aged 13 or over** who have been victims of rape or other forms of sexual violence or assault.

ii) Quality Criteria

The Ministry of Justice also sets out *quality criteria* that includes the physical location of the direct service that is delivered; these will be weighted and assessed by the evaluation panel. The scoring system is at Annex A and organisations will be assessed according to their ability to meet the range of quality criteria in relation to the demographic and location for which they will be providing the service.

The criteria are as follows;

1. The accessibility of the support for the victims. This can include physical accessibility; location; nature of the premises; whether near to public transport; the organisations should design their services to meet the local needs of service users, having regard for equality duties including demonstrating that they have established service standards (specific to the rape and sexual violence services that they provide) through which they can evidence good practice, sound management and effective service. Services funded under this grant agreement, are intended to form part of the services available to victims in accordance with articles 8 and 9 of the EU Directive establishing minimum standards on the rights, support and protection of victims, for the period from November 2015. Services must therefore be: free of charge (article 8.3); confidential (article 8.3); acting in the interests of victims (article 8.1); not dependant on the making of a formal complaint with regard to an offence (article 8.5); take referrals from a range of places, including the police, other relevant agencies and through self-referral (Articles 8(2) & 8.5); be provided to eligible service users without discrimination (recital 9); be available irrespective of the residence status, citizenship or nationality of the victim (recital 10); be available before, during and for an appropriate time after any criminal proceedings (article 8.1).
2. The organisation should have the skills and capacity to support the victims and provide therapeutic services that contribute to improving the victim's ability to cope with and recover from their experience. Organisations must demonstrate that they have established service standards (specific to the rape and sexual violence services that they provide) through which they can evidence good practice, sound management and effective service.
3. Organisations must be able to attract funding from other sources as the Ministry of Justice is only providing partial funding for a male only support service.
4. In accordance with the 2013 MOJ Commissioning Framework, organisations will be required to provide documented evidence that they robustly measure the improved outcomes of victims to cope and recover, thus showing they are making a positive

difference in the lives of victims. Grant-holders will have to complete monitoring arrangements (including financial) and performance measures set in place by the MoJ.

5. The organisation should be able to show evidence of partnership working and the different ways they liaise with local agencies, however the organisation must also demonstrate that the services it provides are independent of the medical and police interventions provided at Sexual Assault Referral Centres.

Providers must meet the showstopper criteria to be eligible for grant funding. Those providers who believe they meet both showstopper and some or all of the quality criteria will be required to demonstrate the fact through an application process. The evaluation panel have elected to weight the quality criteria as needs will vary in different demographic areas. The MoJ will award grants based on the evidence set out in the applications demonstrating sustainability, ability to meet the quality criteria, a balance of best fit geographical coverage within the overall budget, the size of the organisation including numbers of users and what services each centre provides to victims within their demographic area.

Funding

Male Rape Support Funding will be leveraged funding and will not provide male rape organisations with 100% of their annual funding. Instead the fund is designed to cover part of each organisation's funding need for male victims, decisions on how much funding each organisations will be awarded will be based on the number of male users that used their service in the previous 12 months. National funding should assist with attracting further funding from other external sources by offering financial stability. Organisations will therefore be expected to attract additional funding from other sources as required.

The MoJ will be awarding a minimum of five grants of between £10,000 to £50,000 per annum to organisations that best meet the showstopper criteria and achieve at least an 'acceptable' level of scoring in the quality criteria (Annex A). Bidders will be asked to specify their funding requirements for 2014/15 and 2015/16 as the funding awarded for the financial year ending March 2015 won't necessarily be the same amount that will be awarded for the financial year ending March 2016.

Timing

The initial Grant award shall be made by December 2014. All funding must be spent in the same financial year that it is awarded, (ending March 2015) any underspends must be returned to the MoJ.

Further payments in 2015/16 will be made on a quarterly basis by the MoJ into the organisations' nominated account.

Reporting and Management

The Grant Agreement will be managed by the MoJ's ("the Authority's") Victims' Services Commissioning Team.

The Recipient shall closely monitor their expenditure and complete monitoring forms at least twice a year for the Authority to review progress.

The Recipient shall document all expenditure and what processes they have in place to ensure quality assurance for the operation of the Grant Agreement.

Exceptions to the Equality Act 2010

This particular Male Rape Support Fund is restricted to funding the support of men (and boys aged 13 or over) who are or have been victims of rape and sexual violence. This is permitted as one of the exceptions under the Equality Act 2010

Schedule 3 of the Equality Act gives exceptions to the general principle of no discrimination:

- Where a centre provides a service to both men and women, but separately, paragraph 26(1) of Schedule 3 permits this provided a joint service would be less effective.
- Where a centre provides separate services differently to men and women, paragraph 26(2) permits this if a joint service would be less effective; and if the extent to which the service is required by one sex makes it not reasonably practical to provide it otherwise.
- Where a centre provides a service only to women, it can be justified under paragraph 27(4) if a joint service would be less effective; and if the extent to which the service is required by persons of each sex makes it not reasonably practical to provide separate services.

In each case the organisation must be able to show that the limited provision is a proportionate means of achieving a legitimate aim. This can only be assessed by looking at the way in which an individual organisation provides or intends to provide the service. We will take this into account when awarding grants, to ensure that money is only given to organisations which come within one of the above exceptions.

Contact

If you have any questions, please e-mail rapesupport@justice.gsi.gov.uk

Grade	Score	Assessment	Interpretation
A	100	Excellent	Exceeds the requirement. Exceptional demonstration by the bidder of the relevant ability, understanding, experience, skills, resource or quality measures required. Evidence identifies factors that will offer significant added value.
B	90	Good	Satisfies the requirement and offers some additional benefits. Above average demonstration by the bidder of the relevant ability, understanding, experience, skills, resource or quality measures required. Evidence identifies factors that will offer some added value.
C	80	Acceptable	Satisfies the requirement. Demonstration by the bidder of the relevant ability, understanding, experience, skills, resource or quality measures required.
D	70	Minor Reservations	Minor reservations with the response. Some minor reservations about the bidder's relevant ability, understanding, experience, skills, resources or quality measures required.
E	60	Major Reservations	Major reservations with the response. Serious concerns about the bidder's relevant ability, understanding, experience, skills, resources or quality measures required.
F	0	Unacceptable	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the bidder has the relevant ability, understanding, experience, skills, resources or quality measures required. Little or no evidence to support the response

Grant Funding

The Authority has agreed funding of £18,234.00 between 11th December 2014 and 31st March 2015 and funding of £49,196.00 between 1st April 2015 and 31st March 2016 to ensure the face to face services for male victims of rape and sexual violence in the instalments shown in the table below, provided that the Authority is satisfied that all claims submitted relate to costs that have been reasonable and properly incurred in ways consistent with the terms of this Grant Agreement.

The grant for 2015 – 16 will be paid by the Authority to the Recipient in equal quarterly instalments in advance. The payment for 2014-15 will be made once the Authority has received the Recipients signed Confirmation of Acceptance at Annex B.

The Authority makes no commitment to renewing or continuing financial support to the Recipient after the term of this Grant Agreement. The Recipient shall minimise its dependence on the Authority by obtaining financial support from a range of other local commissioning sources.

Redacted Table