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Memorandum of Understanding

West Midlands Sexual Assault and Abuse Strategy Delivery

Version 1.2, 22 August 2024

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THIS AGREEMENT is dated 05 November 2024

PARTIES

Party 1: NHS ENGLAND, 7-8 Wellington Place, West Yorkshire, LS1 4AP. (NHS England).

Party 2: West Mercia Police and Crime Commissioner, Hindlip Hall, Hindlip WR3 8SP

Background

NHS England (Party 1) and West Mercia OPCC (Party 2) have agreed to work together on the provision of the West Midlands Sexual Assault and Abuse Strategy where the local statutory agency will continue initiative at a local, system level that will support the delivery of the national sexual assault and abuse strategy objectives, the project detailed in 0 (the "**Project: West Midlands Sexual Assault and Abuse Strategy**").

The parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding (**MoU**) sets out:

- The key objectives of the Project;
- The principles of collaboration;
- The governance structures the parties will put in place; and
- The respective roles and responsibilities the parties will have during the Project.

Key objectives for the project

The parties shall undertake the Project to achieve the key objectives set out in 0 to this MoU (the "**Key Objectives**").

The parties acknowledge that the current position with regard to the Project and the contributions already made (financial and otherwise) are as detailed in the 0 to this MoU.

Principles of collaboration

The parties agree to adopt the following principles when carrying out the Project (the "**Principles**"):

- collaborate and co-operate. Establish and adhere to the governance structure set out in this MoU to ensure that activities are delivered and actions taken as required;

- be accountable. Take on, manage and account to each other for performance of the respective roles and responsibilities set out in this MoU;
- be open. Communicate openly about major concerns, issues or opportunities relating to the Project;
- learn, develop and seek to achieve full potential. Share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- adopt a positive outlook. Behave in a positive, proactive manner;
- Adhere to statutory requirements and best practice. Comply with applicable laws and standards including procurement rules, data protection and freedom of information legislation.
- Act in a timely manner. Recognise the time-critical nature of the Project and respond accordingly to requests for support
- Manage stakeholders effectively
- Deploy appropriate resources. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this MoU. In particular the parties agree to make the contributions detailed in Annex C to this MoU and will ensure any key personnel detailed in Annex C are willing and able to provide the input expected of them;
- Act in good faith to support achievement of the Key Objectives and compliance with these Principles.

Project governance

The following guiding principles are agreed. The Project's governance will:

- Provide strategic oversight and direction
- Be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level
- Align decision-making authority with the criticality of the decisions required
- Be aligned with Project scope (and may therefore require changes over time); and
- Provide coherent, timely and efficient decision-making

4.2 The parties will utilise the established West Midlands Regional Sexual Assault Services Partnership Steering Group as the **“Collaborative Board”** to provide oversight of the progress and delivery.

4.3 The terms of reference of the West Midlands Regional Sexual Assault Services Partnership Steering Group are set out in Annex D to this MoU.

5. Roles and responsibilities

5.1 The parties shall undertake the roles and responsibilities set out in Annex E to this MOU to deliver the Project.

6. Escalation

6.1 If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within 14 days, either party may escalate the matter to the Collaborators' Board, which shall decide on the appropriate course of action to take.

6.2 If either party receives any formal inquiry, complaint, claim or threat of action from a third party (including, but not limited to, claims or requests for information made under the Freedom of Information Act 2000) in relation to the Project, the matter shall be promptly referred to the Collaborators' Board. Each party shall use reasonable endeavours to consult with the Collaborators' Board before any action is taken in response to any such inquiry, complaint, claim or action but for the avoidance of doubt, such action may be taken without consultation with the Collaborators' Board where the recipient of the inquiry, complaint, claim or action considers it reasonable to do so, for example where an urgent response is required. The parties shall each provide all reasonable assistance to the other, including but not limited to the provision of information in a timely manner, in order for the other party to deal with any inquiry, complaint, claim or action.

7. Intellectual property

7.1 For the purposes of this MoU the term “Intellectual Property Right” shall have the following meaning:

patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply

for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

7.2 The parties intend that any Intellectual Property Rights created in the course of the Project shall have joint ownership.

7.3 Where any Intellectual Property Right vests in either one of the parties in accordance with the intention set out in clause 0 above, that party shall grant an irrevocable, royalty-free, non-exclusive licence to the other party to use that intellectual property for the purposes of the Project.

8 Confidential Information

8.1 "Confidential Information" means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either party and all Personal Data and special categories of personal data within the meaning of the Data Protection Act 2018. Confidential Information shall not include information which:

was public knowledge at the time of disclosure (otherwise than by breach of this clause 0);

- was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
- is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- is independently developed without access to the Confidential Information.
- Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this MoU, each party shall:
- treat the other party's Confidential Information as confidential and safeguard it accordingly; and;
- not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

8.2 Clause 8 shall not apply to the extent that:

- the law requires such disclosure by the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000, or the Environmental Information Regulations 2004; and
- the information is contained in the MoU and is to be disclosed under the Government's Transparency policy.

8.3 A party may only disclose the other party's Confidential Information to its staff who are directly involved in the provision of the Project and who need to know the information, and shall ensure that its staff are aware of and shall comply with these obligations as to confidentiality.

8.4 Each party shall not, and shall procure that its staff do not, use any of the other party's Confidential Information received, otherwise than for the purposes of the Project.

8.5 Nothing in this MoU shall prevent a party from disclosing the other party's Confidential Information:

- for the purpose of the examination and certification of its accounts; or
- for any examination pursuant to Section 6(1) of the National Audit Act 1983.

8.6 Nothing in this clause 0 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the MoU in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

9. Publicity

9.1 A party shall not make any public statement, announcement or communication relating to the existence or performance of the MoU or the relationship between the parties without the other party's prior approval in writing, which shall not be unreasonably withheld.

10. Term and termination

10.1 This MoU shall commence on the date of signature by both parties, and shall expire on 31st March 2028. Transfer of funding is subject to annual agreement via NHS England internal governance.

10.2 Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time.

10.3 On termination of this MoU by either party, in the event that Party 2 (in the reasonable opinion of NHS England) has failed to carry out its responsibilities under this MoU, NHS England shall be entitled to recover all or part of any funds paid to Party 2 under this MOU by issuing a written request stating how much Party 2 is liable to repay to NHS England. On receipt of any such written request, Party 2 shall return the requested sum to NHS England within 10 business days of receipt of the request

Termination of this MoU shall not affect the continuing rights, remedies or obligation of the parties.

10.4 Upon expiry or early termination of the MOU, Party 2 shall provide a final report detailing all activities undertaken to date.

11. Variation

11.1 This MoU, including the Annexes, may only be varied by written agreement of the Collaborators' Board and followed up by a formal variation between NHS England and Party 2.

12. Assignment

12.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this MoU without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

13. Costs and liabilities

13.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

Both parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

14. Status

14.1 Unless otherwise stated, this MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.

14.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

Signed for and on behalf of NHS England (the “ Authority”)

[REDACTED]

Full Name: [REDACTED]
Job Title/Role: [REDACTED]
Date Signed: 26/02/2025

Signed for and on behalf of PARTY 2 (the “ Supplier”)

[REDACTED]

Full Name: [REDACTED]
Job Title/Role: [REDACTED]
Date Signed: 18.11.24

CONTACT POINTS

For NHS England

Name: [REDACTED]
[REDACTED]
[REDACTED]

Tel No: [REDACTED]

E-mail Address: [REDACTED]

For Party 2

Name: [REDACTED]

Office Address: West Mercia Police and Crime
Commissioner, Hindlip Hall, Hindlip
WR3 8SP

Tel No: [REDACTED]

E-mail Address: [REDACTED]
[REDACTED]

Annex A. The Project

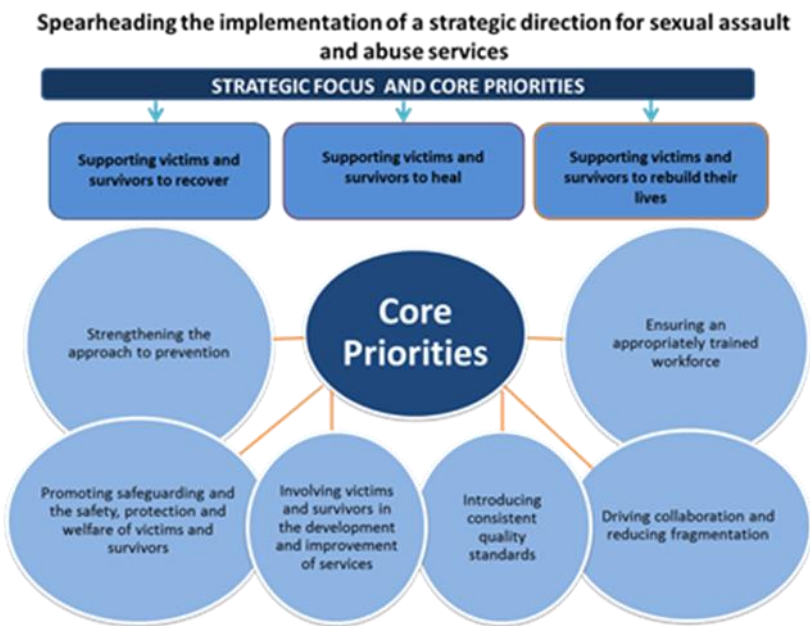
Project overview

Published April 2018 and updated in 2024/25 the Sexual Assault and Abuse Services Strategy (SAAS) provides a shared vision and focus for improvement. It outlines how services need to evolve to ensure that as much as possible can be done to safeguard individuals and to support them at times of crisis and in particular at the point of disclosure.

Both Strategies were developed by a strategic partnership across government departments which recognise the complexity of the commissioning system and considers how pathways of care need to change to ensure those who have experienced sexual assault or abuse have appropriate and timely access to services over a lifetime. It also recognises the significant need to work across government departments and organisational interdependencies across the health and social care system.

The Key Objectives

The key objectives of the 2018 SAAS strategy are



The key objectives of the 2024 -2029 SAAS strategy will be adopted once published

The existing position and contributions already made

Under previous agreements NHS England has been funding the OPCC to lead on and deliver local SAAS initiatives since 2020/21, with an annual contribution of £[REDACTED]. This MOU marks a continuation of this collaboration and work under a new 3 year arrangement.

Process for agreeing and reporting on use of the SAAS funding

NHS England will receive an annual proposal from the OPCC which details

- How it intends to spend the annual allocation to deliver SAAS priorities.
- How the proposal has been informed by views and priorities across the local health and criminal justice system
- What will be delivered and how this will be measured and reported

Once submitted this proposal will be taken through NHS England's internal governance process to be assessed and approved by finance, clinical quality and commissioning colleagues. Once approved a Purchase Order will be raised to enable the funding to be released.

Update reports on progress will be required at the quarterly West Midlands Regional Sexual Assault Services Partnership Steering Group and an annual report at the end of each financial year submitted to NHS England.

Annex B. Information Sharing Protocol

Not required

Annex C. Collaborators' Board terms of reference

The West Midlands Regional Sexual Assault Services Partnership Steering Group will function as the Collaborators' Board for this MOU.

Terms Of Reference are below:

West Midlands Region Sexual Assault Services Partnership Steering Group

Terms of Reference

Purpose

The Regional Sexual Assault Services Partnership Steering Group (the Steering Group) has been established to:

- 1) Provide assurance relating to the performance and quality of
 - a. Adult Sexual Assault Referral Centre Services
 - b. Children and Young Peoples (CYP) Sexual Assault Services
- 2) Advise, guide and oversee development and innovation within SARC services
- 3) Provide oversight on the use of West Midlands Sexual Assault and Abuse Services Strategy funding provided to NHS England (Midlands)

The Steering Group will oversee the performance and quality of adult and CYP services including:

- National indicators of performance
- Local quality and performance dashboards
- Benchmarking (where available).
- Partner feedback

The Steering Group will also

- Receive and review improvement plans
- Receive national commissioning intentions and advise on required actions
- Agree local commissioning intentions, including overseeing local implementation of West Midlands Sexual Assault and Abuse Services Strategy (WMSAAS)
- Agree and monitor issues and risks.

Accountability

The Steering Group does not have delegated responsibility to make decisions that bind the responsible Co-Commissioners. The Steering Group can make recommendations to the Co-Commissioners, which each Co-Commissioner may adopt in accordance with its own governance requirements.

It is the intention that the Steering Group will arrive at a consensus regarding the recommendations to be made Co-Commissioners concerning the Services/ Service Contract.

Membership

The membership of the Steering Group will be a representative appointed by each of the following:

Voting Members:

Co-Commissioners:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
[REDACTED]
- West Mercia Police (Adult Services)

Advisory members

Police

- West Mercia Police (CYP)
- Warwickshire Police
- West Midlands Police
- Staffordshire Police

NHS England

- Healthcare Public Health

Local Authority representatives (optional)

The quorum for conducting a meeting of the Steering Group is the attendance of at least 50% of Co-Commissioner representatives.

Confidentiality

Confidentiality must be maintained of commercially sensitive information put before the Steering Group and all Steering Group members make an undertaking to maintain confidentiality. Occasionally the Steering Group may deliberate on issues that are sensitive and not to be discussed outside of the meeting. The Chair must be advised so that they can clearly identify such issues and members will be asked to maintain that confidentiality or be excused from the meeting if they are unable to do so.

Should a conflict of interest arise this should be notified to the Chair as soon as possible.

Frequency of Meetings

General meetings of the Steering Group will be held quarterly or as otherwise agreed from time to time and will be convened by the Secretary with at least 10 days' prior notice by e-mail to each member. The timing of meetings will ensure that outcomes from commissioner / provider contract meetings and performance data submissions can be considered in full.

Extraordinary meetings of the Steering Group may be called by any member, in agreement with the Chair, by giving at least 72 hours' notice by e-mail to each member.

Standing Agenda Items

- Minutes and Actions from the last meeting
- Service quality and performance report
 - Adult Services
 - CYP Services
- Partner feedback on service delivery
- Estates Update
- Forensic Science Regular Update
- Risks and Issues
- Sexual Assault and Abuse Services Project Updates

Links with other forums

Members of the group feed into other national, regional and local forums to aid information and best practice sharing and escalation of issues. These include, amongst others, local SAAS and sexual violence forums, APCC SARCs working group and NHS England's national SAAS forum.

Secretariat

NHS England (Midlands) Health and Justice Commissioning Team will provide secretariat support.

Review

These Terms of Reference will be reviewed annually.

Annex D. Contributions

- NHS England will provide £[REDACTED] per annum along with a purchase order number against which the funding can be claimed.
- A single invoice should be submitted following NHS England agreement of the annual project.
- Invoices should be sent to sbs.apinvoicing@nhs.net

NHS England Q76 X24
Payables K005
Phoenix House
Wakefield, West Yorkshire
WF3 1WE
United Kingdom

Quoting the purchase order number.

- The OPCC/Council will provide resources utilising the funding listed above to enable local delivery WM SAAS initiatives

Annex E. Roles and Responsibilities

NHS England will provide

- details of the national sexual assault and abuse strategy including key objectives to be delivered
- annual funding
- a governance process to facilitate the timely approval of submitted proposals
- a quarterly forum for enabling updates to be reported and information shared.

The OPCC will lead on the local delivery WM SAAS initiatives including:

- engaging with local health and criminal justice partners to inform what initiatives are taken forward in line with the objectives within the national sexual assault and abuse strategy.
- securing NHS England agreement of annual initiatives
- resourcing approved SAAS activities which could include procuring pieces of work, providing staff
- providing verbal updates on progress and outcomes at the West Midlands Regional Sexual Assault Services Partnership Steering Group
- provide a written annual report summarising progress and outcomes.

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This publication can be made available in a number of alternative formats on request.