



Guidance on agreeing a Memorandum of Understanding between the local criminal justice board and local Victim Support

October 2005

OFFICE FOR
CRIMINAL JUSTICE REFORM
Criminal Justice System: working together for the public



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Victim Support & the Office for Criminal Justice Reform

October 2005

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Primary audience:	Local criminal justice board members (and their constituent agencies), Victim Support trustees and staff
Action:	This document contains guidance around the process of agreeing a Memorandum of Understanding between the local criminal justice board and local Victim Support
Status:	Final
Review date:	October 2008
Keywords:	Local criminal justice boards, inter-agency work
Coverage:	All of Victim Support and all local criminal justice boards

Contents

1.	Introduction and background	4
1.1	The purpose of this document	4
1.2	Background	4
2.	Principles and next steps	4
2.1	Principles	4
2.2	Next steps	5
3.	Structural issues	6
4.	The memorandum of understanding	6
Section 1	The parties	6
Section 2	Period covered by the agreement	6
Section 3	Service provision by the parties to the agreement	6
Section 4	Relationship between the parties	7
Section 5	Other formal meetings	8
Section 6	Service alterations	8
Section 7	National oversight and dispute resolution	9
Section 8	Signatories to the agreement	9
5.	Operation of the agreement	9

I. Introduction and background

I.1 The purpose of this document

The purpose of this document is to provide guidance for local Victim Support charities and local criminal justice boards (LCJBs) on agreeing a Memorandum of Understanding.

I.2 Background

In 2004/2005 the Office for Criminal Justice Reform (OCJR) piloted the idea of devolving Victim Support funding to the LCJBs. Following evaluation it was decided not to roll out this plan. However, the pilot evaluators and the devolution pilot areas recognised the value of formalising the working relationship between local Victim Support charities and the LCJB and as a result, the OCJR, in conjunction with Victim Support, has developed a model Memorandum of Understanding (also called MoU) so that all local Victim Support charities and the LCJBs can formalise their relationships.

2. Principles and next steps

2.1 Principles

The Memorandum of Understanding is intended to acknowledge the separate but complementary functions of local Victim Support charities and local criminal justice agencies in relation to victims and witnesses. Unlike the statutory members of the LCJB, the local Victim Support charity is governed by its charitable objectives. Its trustees are obliged to abide by company and charity law which require them to act only in the best interests of the charity and be faithful to the principles it was founded to pursue. In the local Victim Support's charity's case this means providing services to victims, witnesses, their families and friends, and advancing public knowledge in all issues relating to victims and witnesses.

The LCJB, on the other hand, is charged with local delivery of the following criminal justice system objectives:

- improving the delivery of justice
- improving the service provided to victims and witnesses and
- improving public confidence.

It is clear that the LCJB's objectives in relation to victims and witnesses overlap with the local Victim Support charity's objectives, while the LCJB's objectives on delivery of justice and public confidence fall outside those of the local Victim Support charity.

The agreement sets out the roles of the parties, how their working relationship will be managed, and the services to be provided by the local Victim Support charity.

The OCJR considers the agreement of this Memorandum of Understanding to be part of the LCJB's commitment to the Victim and Witness Delivery Plan (Toolkit 3 in particular). Victim Support considers this agreement essential to its ability to offer the best services to victims and witnesses and also an opportunity to clarify its unique role as a charity operating in a predominantly statutory sector.

In the interests of consistency, this agreement should be used to update and replace any existing agreements between the LCJB and local Victim Support charity.

2.2 Next steps

Both the local Victim Support charity and the local criminal justice board should begin discussions to agree a Memorandum of Understanding. The first step is to agree the best way for the local Victim Support charity to work with the LCJB. A decision needs to be made as to whether or not the local Victim Support charity should be a co-opted member of the LCJB itself. In deciding whether or not to invite the local Victim Support charity to be a co-opted member, the LCJB should consider whether extended membership will impair or enhance its ability to function effectively. The local Victim Support charity needs to consider what co-opted membership might mean in terms of time commitment and involvement in issues which may not be within its remit. A decision also needs to be made on the local Victim Support charity's full membership of LCJB sub-groups.

The critical test in deciding about membership of the LCJB or its sub-groups is how well it will meet the aim of providing a forum where the local Victim Support charity is involved in all relevant issues where it can provide a voice for victims and witnesses and how best it can inform the LCJB of its activities and plans for the future and learn about the LCJB's activities and plans in return.

The second step is to record any additional services provided locally and record them in Annex 2. Finally, agreement should be reached on the areas' aspirations for future services for victims and/or witnesses, so that the area is able to take advantage of opportunities that may arise to make these a reality. These should be recorded in Annex 3.

The model contains enough flexibility to accommodate local practice and priorities in Sections 2, 4, and 5. However, amendments to Sections 1, 3, 6, and 7 should be avoided as this is likely to result in a significant change in the intended spirit of the agreement.

3. Structural issues

It is intended that there will be one agreed Memorandum of Understanding per criminal justice area (CJA). Where there is more than one affiliated Victim Support charity in the CJA¹, it is the responsibility of those charities, through agreed area planning protocols, to ensure that all are party to the agreement with the LCJB.

4. The Memorandum of Understanding

Section 1 – The parties

The agreement is adapted by the parties adding the name of the CJA in section 1. In CJAs containing more than one Victim Support charity, all the Victim Support charity names should be entered onto the agreement along with charity and company numbers.

The remainder of this section should not be amended as the primary purpose of this section is to name both parties to the agreement and acknowledge the different obligations and requirements on each. Having identified the differences, the document goes on to recognise that, in relation to victims and witnesses, the objectives of both parties are complementary.

Section 2 – Period covered by the agreement

The period for the operation of this agreement in Section 2 is a matter for local specification, but a recommendation of one to three years is made. It may be useful for parties to build in an annual review of the agreement so as to monitor progress and agree any necessary action. The document should be modified where there are significant changes within this period and copied to the OCJR (Witness Attendance Section) and Victim Support's National Office (Chief Executive's Unit) at the addresses printed on page 2 of this document.

Section 3 – Service provision by the parties to the agreement

Section 3 sets out the responsibilities of both parties in relation to victims and witnesses. Amendments to this section should be avoided as it is a nationally agreed statement of roles. Reference is made in this section to Annex 1 and Annex 2.

¹ Avon & Somerset, Devon & Cornwall, London, Dyfed Powys, Surrey, Thames Valley, and West Mercia as of 21 October 2005.

Annex 1 is a list of minimum services which Victim Support has agreed to provide under the national Grant-in-Aid agreement with the OCJR.

Annex 2 is a list of services provided by Victim Support locally which are in addition to the minimum service levels. These services should be listed in three groups.

- Those funded by the OCJR. For example, some areas are able to offer a full CIC service up to, and including, the appeal stage with current OCJR funding.
- Those funded specifically by OCJR Vulnerable & Intimidated Witness (VIW) money. For example, some areas in receipt of VIW funding are able to provide preparation and enhanced support for all young witnesses not supported by other agencies.
- Those funded from other sources. For example, in Greater Manchester a grant from the Crime and Disorder Partnership allows the Rochdale branch to provide enhanced services to victims of burglary including providing for improvements to home security.

Section 4 – Relationship between the parties

Section 4 allows for two options: option A, where the local Victim Support charity is a co-opted member of the LCJB and option B, where it is not a co-opted member.

Option A

Some LCJBs will invite the local Victim Support charity to be a co-opted member of the board having considered the best way for it to provide an overview of its work and update on its performance, as well as provide an independent voice for victims and witnesses. Local Victim Support charities want and welcome close strategic involvement with the LCJB, but membership could bring the organisation into conflict with its obligations under company and charity law and the imperative for its trustees to act only in the best interests of the charity. It is for these reasons that Victim Support's membership of the LCJB has to be a limited one as defined in the agreement. As a safeguard for both parties, the model recognises that there may be circumstances in which the local Victim Support representative may request, or be required, to withdraw from a particular discussion. As a guide, this may happen when it is agreed that an item presents a conflict of interest, threatens the independence of the local Victim Support charity, or clashes with its responsibilities under company or charity law.

Option B

For areas where it is decided that the local Victim Support charity will not be a co-opted member of the LCJB, arrangements should be put in place to ensure that it is fully aware of the board's programme of work. This can be achieved, subject to the restrictions defined above, by providing a full set of meeting papers well in advance of meetings and agreeing a process for the local Victim Support charity to contribute to relevant items. This could be accomplished by providing comments to the chair or attending the LCJB meeting for the item in question.

In the interests of clear communication, both the local Victim Support charity and the LCJB should formally discuss plans for all current and future services relating to victims and witnesses at least twice per year. This could be achieved at certain LCJB meetings, or sub-group meetings, or a meeting established for the purpose of liaison.

Section 5 – Other formal meetings

Section 5 sets out other possible formal meetings between the two parties including the attendance of LCJB members at local Victim Support trustee meetings. There will also be LCJB sub-groups of which the local Victim Support charity will be a full member and these should be specified in this section too. Examples include the victim & witness group, the confidence group, and the NWNJ implementation group.

Section 6 – Service alterations

Section 6 recognises that there will be some services which the LCJB and local Victim Support charity would like to provide to victims and witnesses, but lack the resources required to make them available. These aspirational services should be listed in Annex 3 and could include: improved witness facilities in courts, extension of support services to schools, improvements in ICT to increase efficiency, increased support for local Victim Support volunteers, and services to black and minority ethnic (BME) victims and witnesses. The listed services represent priorities for the area should funding become available.

Section 6 also lays out issues for discussion at formal meetings which include information on both the LCJB's and local Victim Support's activities and plans for future expansion or reduction of services to victims and witnesses.

Section 7 – National oversight and dispute resolution

Section 7 requests that a copy of the agreement, and significant amendments to it, be forwarded to the OCJR (Witness Attendance Section) and to Victim Support's National Office (Chief Executive's Unit). It also sets out the process for dealing with disputes between the parties.

Section 8 – Signatories to the agreement

The agreement should be signed on behalf of the local Victim Support charity by the chair of trustees. The chair of the LCJB should sign on its behalf having obtained the agreement of the constituent members at a full meeting.

You may want to add your local Victim Support area logo here. If your LCJB has its own logo, it can be added here too.

5. Operation of the agreement

Any issues, which cannot be resolved locally, arising out of the process of agreeing this Memorandum of Understanding, or occurring during its operation, should be addressed to the Chief Executive's Unit at Victim Support's National Office and the Witness Attendance Section at the Office for Criminal Justice Reform.