



Ministry of  
**JUSTICE**

**The Independent Restraint Advisory Panel**

**Terms of Reference**

## The Independent Restraint Advisory Panel – Terms of Reference

### 1. Background

- I. The Government has established the IRAP for two purposes:
  - To assess the quality and safety of systems of restraint commissioned for use on children in Secure Children's Homes (SCHs).
  - To support the implementation of Minimising and Managing Physical Restraint (MMPR) to Secure Training Centres and Under-18 Young Offender Institutions

### 2. Status and relationship with government

- I. The IRAP has been given the status of an ad hoc advisory body by the Cabinet Office for a period of 18 months to two years maximum commencing 23 April 2012 (the date Ministers agreed the appointments).
- II. The IRAP has no statutory role or delegated powers. Its function is to provide independent, dispassionate and expert advice to the Restraint Management Board in the Ministry of Justice (MoJ) and the Department for Education. The Restraint Management Board (RMB) and Department for Education (DfE) (for the purposes of *function1*, below) will consider the terms of any recommendations made by the IRAP ahead of those recommendations going to Ministers.
- III. The Youth Justice Policy Unit (MoJ) will act as the sponsor unit to the IRAP.
- IV. Ministers are not obliged to accept the recommendations made to them by the IRAP.

### 3. Support for IRAP

- I. The IRAP will be supported by staff within the DfE and the MoJ as necessary for the Panel to fulfil its agreed functions falling within each Department's respective responsibilities.

### 4. Functions

1. As required by the DfE, assess the quality of the commissioning of the various restraint systems (including training) currently used in SCHs and the quality and safety of the resultant restraint practices in each SCH. A joint working agreement will be drawn up and agreed between DfE and IRAP setting out how this process will be managed

2. Advise the RMB on progress with implementation of MMPR, particularly regarding key recommendations for changes to the restraint system approved by the Minister.
3. Analyse MMPR data from medical and risk management perspectives to advise the RMB on whether MMPR is meeting its primary objectives.
4. Take account of national/international medical evidence regarding restraint techniques and report findings to the Restraint Management Board
5. Undertake research as agreed with the Restraint Management Board
6. Reassess physical restraint techniques and medical advice as agreed with the Restraint Management Board

## **5. Cross-departmental arrangements and Finances**

- I. IRAP is an official MoJ Arms Length Body.
- II. In order to complete *function 1* (above) IRAP will be supported by staff within DfE who has overall responsibility for SCHs.
- III. Funding for the IRAP will be managed jointly by DfE and the Sponsor (MoJ).
  - Funding for *function 1* will come from DfE.
  - Funding for *functions 2 – 6* will come from MoJ

## **6. Expenses**

- I. The Chair, Deputy Chair and Panel Members of the IRAP may not incur expenses on behalf of, or in relation to, the IRAP without prior agreement with the secretariat and sponsor. If expense is incurred without prior agreement, the member may be liable for the full cost incurred.

## **7. Media, communications and correspondence with third parties**

- I. All enquires from the media or third parties should be directed to the sponsor in the MoJ.
- II. Members of the IRAP should not speak publicly on behalf of the IRAP unless authorised to do so by the Sponsor.

## **8. Panel and Panel members**

- I. The Chair and Deputy Chair have been appointed by Ministers. Their appointment is subject to the terms and conditions outlined in their letters of appointment. The Ministerial appointments to the IRAP will follow the Commissioner for Public Appointments Code of Practice for best practice based on proportionate equivalence.
- II. Panel members are recruited jointly by the Chair of the Panel and Sponsor within approved budgets. It may be necessary to recruit further panel members on an ad hoc basis should matters arise that require additional expert advice.
- III. Any further recruitment will be managed by the Sponsor in consideration with the Chair. There is no limit to the number of panel members who may be recruited within approved budgets. The chair will ensure that each panel member has the relevant expertise to make an informed decision.
- IV. Membership of the panel should include experts drawn from physiotherapy, paediatrics, psychiatry, operational practice and other relevant disciplines.

## **9. Terms of Appointment**

- I. All panel members are required to observe the guidelines on public appointments issued by the Cabinet Office.
- II. Panel members are appointed subject to certain requirements. The terms of appointment of IRAP members is attached in Annex A.

## **Annex A – Terms of Appointment for IRAP Members**

### **EXPECTATIONS AND GUIDANCE:**

#### **Terms of Appointment for IRAP Members**

##### **Introduction**

This document sets out the general principles governing the way in which the IRAP panel member should conduct himself/herself during his/her period of appointment. It also details the time commitment expected, the honorarium for the post, guidance on travel and subsistence and other expectations.

##### **I. Probity**

The Chair and members of the IRAP are expected to be committed to the seven principles of public life (see Annex B) and to perform their duties with integrity. They will also be expected not to bring their position or the IRAP into disrepute.

On confirming their intention to become a panel member of the IRAP, panel members were asked to disclose whether they had held office in, or spoken in public in support of any political party which fields candidates at elections during the last five years. If panel members should do so during their term as a member, they should provide details of their activities to the Chair via the Secretariat to the IRAP.

##### **II. Gifts and Hospitality**

Panel members are expected to ensure that acceptance of gifts and hospitality can stand up to public scrutiny. Gifts should be declined wherever possible, and any offers should be reported to the Chair via the Secretariat to the IRAP. Where it would be ungracious or otherwise difficult not to accept, panel members should inform the Chair via the Secretariat to the IRAP of the gift.

##### **III. Membership of other NDPBs/Public Bodies**

In confirming panel member status, members will have supplied details of membership of Non-Departmental Public Bodies (NDPBs) and other public bodies. If panel members join such a body in any capacity while serving as a panel member of the IRAP, panel members should notify the Chair via the Secretariat. While membership of other bodies is not prohibited, it should not be capable of interfering, influencing or being seen to influence their work as a panel member of the IRAP. If panel members are unsure of the status of a particular body with which panel members may be associated they should consult the Chair via the secretariat to the IRAP.

##### **IV. Conflicts of interest**

You must declare any personal or business interests which may, or be perceived to, influence your judgements in performing your functions upon accepting a position as a member of the IRAP. These

interests will be included in a register of interests maintained by the IRAP and you must ensure that your entries are kept up to date. Should a particular matter give rise to a conflict of interest a member is required to inform the Chair of the IRAP in advance and withdrawn from discussions or considerations of the matter.

You are encouraged to register your own non-pecuniary interests and interests of (close family members and) persons living in the same household which are closely related to the activities of IRAP.

## **V. Time Commitment**

The time commitment for panel members is expected to be around 12 to 20 days per year starting from 1 February 2012. It is not envisaged that the work will be evenly distributed throughout the year.

A proportion of the time will be during the normal working hours (e.g. meetings). However, some IRAP work will involve reading; research, preparing papers etc. and this can be done at evenings and during weekends.

There is an expectation that members will attend IRAP meetings. In addition, a general willingness to attend other, ad-hoc meetings is expected if necessary.

## **VI. Fees and Expenses**

The Chair, Deputy Chair and Panel members receive an honorarium as set by Ministers. Panel members should note that membership of the Panel is **not** to be considered as paid employment.

## **VII. Reasonable travel expenses and subsistence**

Panel members are entitled to claim for those travel costs necessarily and actually incurred on IRAP business at the normal public service rates. Where no extra expense is incurred, no reimbursement is due. Members must always use the most efficient and economic means of travel.

### *MoJ Financial controls & restrictions: First class travel*

This applies to all MoJ staff. Arms Length Bodies will adopt the same approach to be implemented locally.

The new travel and subsistence policy introduced into the Ministry of Justice in April 2010 contained restrictions on using first class travel. The policy states that staff travelling by rail/air should, irrespective of grade, travel standard class. However, the policy does recognise that in certain cases (e.g. when

accompanying a minister or where a member of staff has special needs) and with prior management approval, first class travel may still be booked.

#### **VIII. Performance**

The Chair shall monitor the performance and effectiveness of panel members and may, at his/her discretion, raise the issue of a panel member's performance with the Head of the Youth Justice Policy Unit if s/he has any concerns.

#### **IX. Pension**

The honorarium for panel members is non-pensionable.

#### **X. Period of Appointment**

Your re-appointment will be up until 31 January 2014.

#### **XI. Extension and Termination of Appointment**

Members are appointed for an initial term stated above, and subject to satisfactory performance.

The Secretary of State for Justice may terminate the appointment of a panel member at any time if s/he is satisfied that the panel member, since his/her initial appointment, has:

- a) Failed satisfactorily to perform his/her duties;
- b) Become, for any reason, incapable of carrying out his/her duties;
- c) Been convicted of any criminal offence;
- d) Conducted himself/herself in such a way that it is not fitting that s/he should remain a panel member of the IRAP

The Chair and members may resign at any time and should where possible give 3 months notice in writing to the Head of the Youth Justice Policy Unit.

#### **XII. Security and Confidentiality**

The provisions of the Official Secrets Act 1989 will apply to the Members of the IRAP in respect of official information acquired in the course of their appointment, and will continue to apply after the appointment has ended. **The appointment will be subject to an appropriate level of security clearance and a check of any unspent convictions as defined in the Rehabilitation of Offenders Act 1974.**

Members of the IRAP must take all practicable steps to ensure the security and confidentiality of all and any records to which they have access during the course of their appointment. This requirement extends to any environment in which the members may be working, including working at home, staying in a hotel or travelling between destinations.

### **XIII. Political activity**

You are not expected to occupy paid party political posts or hold particularly sensitive or high roles in a political party. Subject to the foregoing, you are free to engage in political activities provided that you are conscious of your general public responsibilities and exercise a proper discretion, particularly with regard to the work of the IRAP.

You are expected to inform the Secretary of State of any intention to accept a prominent position in any political party and to understand that the appointment may be terminated if the Secretary of State feels that the positions are incompatible.

If you accept a nomination for election to [House of Commons etc] then you will resign the appointment.



## **Annex B**

### **THE SEVEN PRINCIPLES OF PUBLIC LIFE**

#### **1. Selflessness**

Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other benefits for themselves, their family or their friends.

#### **2. Integrity**

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.

#### **3. Objectivity**

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

#### **4. Accountability**

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

#### **5. Openness**

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

#### **6. Honesty**

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

#### **7. Leadership**

Holders of public office should promote and support these principles by leadership and example.

## Annex C – Indemnity form



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### The Independent Restraint Advisory Panel

I/we confirm and warrant that [name of company] either is the owner of the copyright and all other intellectual rights in the [material/manual/technique] or has the permission of the owner of those rights to use the [material etc] for this purpose.

I also confirm that I will keep the IRAP fully indemnified against all losses and all actions claims proceedings costs and damages (including any damages or compensation paid by the IRAP on the advice of its legal advisors to compromise or settle any claim) and all legal costs or other expenses arising out of any breach by [name of company] of the above warranty (or out of any claim by a third party based on any facts which if substantiated would constitute such a breach).

Signed .....

Print Name.....

Date.....

On behalf of.....

Position.....

Address of organisation

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.....  
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END