

## Appendix 2

### FAMILY SCENARIOS: Funding package

Single person or family 4 Month Funding Package		Single Adult	Couple	Family of 4 with 1 child under 2	Family of 5 all over 2 yrs
Accommodation	Set up & void costs (lump sum)	£2,850.00	£2,850.00	£5,000.00	£7,125.00
	Rent per person per day (up to 4 months - ave 118.8 days)	£1,782.00	£3,564.00	£7,128.00	£8,910.00
	1 night hotel accomm (if needed)	£50.00	£100.00	£200.00	£250.00
	Baby pack (cot, high chair etc)			£225.00	
Integration	Integration Support (lump sum)	£7,500.00	£10,000.00	£18,000.00	£22,500.00
Cash Support	Weekly cash support rates (up to 4 mths - ave 17.3 weeks)	£1,286.26	£2,025.83	£3,331.98	£388.06
Transport	Transfer airport to accommodation (per person)	£40.00	£80.00	£160.00	£200.00
	<b>Total</b>	<b>£13,508.26</b>	<b>£18,619.83</b>	<b>£34,044.98</b>	<b>£39,373.06</b>

Spouse and dependent 8 weeks package		Spouse + 2 children (1 under 2 yrs)
Accommodation	Set up and void costs	£4,500.00
	Rent (only for large families) amount not identified	
	Baby pack	£225.00
Integration	Integration support (lump sum)	£13,500.00
Cash Support	Weekly cash rates	£948.00
Transport	Transfer airport to accommodation (per person)	£120.00
	<b>Total</b>	<b>£19,293.00</b>
	<b>Total once family is reunited</b>	<b>£32,801.26</b>



**GRANT AGREEMENT**

**between**

**THE SECRETARY OF STATE FOR THE HOME DEPARTMENT**

**And**

**xx**

**AFGHAN LOCALLY ENGAGED STAFF EX-GRATIA SCHEME**

**FOR THE PERIOD 01 APRIL 2020 TO 31 MARCH 2022**

**Resettlement, Asylum Support and Integration  
UK Visas and Immigration  
Home Office  
Lunar House  
Croydon**

# CR9 2BY

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## HOME OFFICE GRANT TERMS AND CONDITIONS

This **Grant Agreement** is made on **25 January 2021**

### **Between:**

- (1) The Secretary of State for the Home Department acting on behalf of the Crown through the Home Office's Resettlement Operations Team, UK Visas and Immigration whose principal address is at 2 Marsham Street, London SW1P 4DF (the "**Authority**")

### **AND**

- (2) Xx

### **IN RELATION TO THE PURPOSE:**

**Project Name: Afghan Locally Engaged Staff Ex-Gratia Scheme**

**Project Reference:**

**Project Description:**

**This scheme originated in 2014 to provide funding to local authorities to support resettled Afghan staff locally engaged by the British Armed Forces and the UK Government in Afghanistan. This continuation of the Scheme provides for new arrivals including spouses and children of those that have already been resettled. Local authorities will provide an initial package of support and assistance to help them adjust to life in the UK and will be provided with funding at set rates.**

### **1. Introduction**

The Authority is exercising the power conferred to it by Section 59(1)(e) and 59(2)(b) under Part 3 of the Nationality, Immigration and Asylum Act 2002.

- 1.1. to make awards of grant funding.
- 1.2. This agreement (the "**Grant Agreement**") sets out the legally binding terms and conditions which apply to the Authority providing the Grant and to the Recipient receiving the Grant. It consists of twenty-four (24) Clauses, seven (7) Schedules and eight (8) Annexes.

It is supplementary to the Grant Funding Letter (as defined below) and replaces any previously agreed grant terms and conditions for between the Authority and the Recipient to deliver Afghan Locally Engaged Staff Ex-Gratia Scheme

- 1.3. The Fund will positively impact the relocation of the Afghan Interpreters and their eligible family members in both England, Scotland and Wales. Resultantly, the Recipient, Delivery Partners and Project Implementation Partners must be cognisant of, and act in accordance with, any devolved policy bulletins, enactments, orders, statutes, regulations or other similar instruments as appropriate.

## 2. Definitions and Interpretations

### 2.1. In this Grant Agreement:

“**Advance of Need**” means a payment made ahead of the relevant expenditure being identified;

“**Annex**” means the annexes attached to this Grant Agreement;

“**Asset**” means any Tangible Asset or Intangible Asset which cost more than Capitalisation Threshold;

“**Authorised Representatives**” means the duly authorised officers, directors, employees etc of either Party as recorded in Annex C;

“**Background IPRs**” means any pre-existing IPR vested in or licensed to either Party prior to the award of this Grant Agreement and/or created by either Party independently of the Purpose and/or without the Grant;

A “**Beneficiary**” means those eligible for relocation under the Afghan Locally Engaged Staff Ex Gratia or Intimidation schemes and their immediate dependants;

A “**Calendar Day**” means any calendar day, Sunday through Saturday inclusive;

“**Capitalisation Threshold**” means the minimum value for expenditure which meets the criteria of an Asset for expenditure to be capitalised in accordance with the Recipients own policies. The minimum value is currently set at £5,000 inclusive of irrecoverable VAT;

“**Civil Society Organisations**” (as defined in The Compact) means charities, social enterprises and voluntary and community groups;

“**Clause**” means the clauses in these Terms and Conditions which form part of this Grant Agreement;

“**Commencement Date**” means the date on which the Grant Agreement comes into effect and from which Eligible Expenditure may be claimed, being the 01/04/2020

“**Commercially Sensitive Information**” means information of a commercially sensitive nature that may cause the Recipient significant commercial disadvantage or material financial loss relating to the (a) pricing of the Grant Agreement, (b) Recipient’s IPRs, and (c) Recipient’s own business and investment plans;

The “**Compact**” means the national agreement between the UK Government and Civil Society Organisations which aims to ensure the parties work effectively in partnership to achieve common goals and outcomes for the benefit of communities and citizens;

A “**Critical Incident**” means any incident where the outcome or consequence of that incident is likely to result in serious harm to any individual; or significant community impact; or significant impact on

public confidence in the Authority, including the provision of the Purpose;

**“Crown Body”** means the governments of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to ministers and departments and particular bodies, persons, commissions, or agencies from time-to-time carrying out functions on its behalf;

**“Data Incident”** means any circumstance which results in the loss, theft or inappropriate disclosure of information obtained as a result of pursuing the Purpose to a Third Party whether by accident or intention;

**“Data Protection Legislation”** means (i) the General Data Protection Regulations (‘GDPR’) 2016/679 including the Law Enforcement Directive, (ii) the Data Protection Act 2018 (‘DPA 2018’) to the extent that it relates to the processing of Personal Data and privacy, and (iii) all applicable Law about the processing of Personal Data and privacy;

**“Delivery Partner”** means any Third Party, who is not a Beneficiary, whether an organisation or an individual, working with the Recipient, and remunerated by the Recipient from the Grant, to deliver the Purpose;

**“Duplicate Funding”** means funding received by the Recipient from a Third Party (including a Crown Body) which is intended to be used to deliver the Purpose, and which has not been declared to the Authority. Alternate sources of funding where declared and accepted as Supplementary Funding will not be considered Duplicate Funding so long as the Recipient can demonstrate what additionality (sustainability; volumes; scope; geography etc) this enables the Purpose to achieve;

**“Eligible Expenditure”** means all costs, expenses, liabilities and obligations that are related to, incurred by or arise out of the delivery, activities and operations of the Purpose by the Recipient from the Commencement Date, and which comply in all respects with the eligibility rules set out in this Grant Agreement as determined by the Authority at its sole discretion;

A **“Finance Officer”** means a treasurer, finance officer or other officer of equivalent standing of the Recipient, and a Senior Finance Officer shall hold suitable position and authority;

The **“Funding Period”** means the period for which the Grant is provided from the Commencement Date to 31/03/2022;

The **“Grant”** means the grant payable by the Authority to the Recipient under the terms of this Grant Agreement, the amount of which (the **“Grant Amount”**) payable in GBP (£) Sterling shall not be more than Three hundred thousand pounds (£300,000).

**“Grant Claim”** means a payment request submitted on the form found at Annex A / Annex A (2) by the Recipient to the Authority detailing its claim for Eligible Expenditure;

The **“Grant Funding Letter”** means the letter dated 20<sup>th</sup> January 2021 from the Authority to the Recipient which sets out supplementary information in relation to the Grant, a copy of which is set out in Annex G;

**“Grant Sponsor”** means the individual who has been nominated by the Authority to be the principal point of contact for the Recipient in relation to the Grant Agreement and whose name is recorded in Annex C;

A **“Grant Variation Notice”** means the official communication notifying the Parties and specifying the changes that have been made to the Grant Agreement and recorded at Annex F;

**“Ineligible Expenditure”** means expenditure which is not Eligible Expenditure and as further detailed in Annex E;

**“Information Acts”** means the Data Protection Legislation, Freedom of Information Act 2000 (‘FOIA’) and the Environmental Information Regulations 2004 (‘EIR’);

**“Intangible Asset”** means any asset (either as a single or as a batch) without physical substance but which is identifiable and controlled through custody or legal rights, for example, most commonly (but not limited to) software licences, quotas, patents, copyrights, franchises and trademarks purchased, donated or developed together, which cost more than the Capitalisation Threshold; and has an economic life of twelve (12) Months or more; and is purchased, developed or maintained wholly or partially using the Grant;

**“Intellectual Property Rights”** or **“IPRs”** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, branding, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets, and any modifications, amendments, updates and new releases of the same 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 and any other rights in Commercially Sensitive Information;

**“Law”** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;

**“Losses”** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty,



misrepresentation or otherwise and **Loss** will be interpreted accordingly;

**“Match Funding”** means any monies offered or required towards the cost of achieving the Purpose as a contribution by the Recipient;

A **“Mediator”** means any independent person/body appointed by both Parties to mediate upon any dispute;

A **“Month”** means any calendar month;

An **“Outturn Statement”** means the detailed end of year monitoring report template found at Annex B to be submitted by the Recipient to the Authority containing a full breakdown of expenditure and income for the entire Funding Period;

A **“Party”** means a signatory to this Grant Agreement;

**“Personal Data”** has the meaning given to it in the Data Protection Legislation;

**“Project Manager”** means the individual who has been nominated by the Recipient to be the principal point of contact for the Authority in relation to the Grant Agreement and whose name is recorded in Annex C;

**“Schedule”** means the Schedules attached to this Grant Agreement;

**“Staff”** means any person employed or engaged by the Recipient and acting in connection with the operation of this Grant Agreement including the Recipient’s owners, directors, members, trustees, employees, agents, suppliers, volunteers and Delivery Partners (and their respective employees, agents, suppliers and Delivery Partners) used in the delivery of the funded outcomes;

**“State Aid”** means the law embodied in Articles 107- 109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws – Consolidated Versions of the Treaty on European Union and the Treaty for the Functioning of the European Union or any subsequent Law which replaces it following the UK’s exit from the European Union;

**“Supplementary Funding”** means any contribution offered by a Third Party to the Recipient towards fulfilment of the Purpose intended to meet the balance of any expenditure not supported by the Grant and notified to the Authority in accordance with Clause 10.9;

**“Tangible Asset”** means any physical item or group of items, including (but not limited to) land, buildings, plant and equipment, that is purchased, donated or developed together, which cost more than the Capitalisation Threshold; and has an economic life of twelve (12) Months or more; and is purchased, developed or maintained wholly or partially using the Grant;

**“Third Party”** means any party whether person or organisation other than the Authority or the Recipient;

**“Unspent Monies”** means any of the Grant which remains unspent and uncommitted at the end of a Funding Period or because of termination or breach of these Conditions; for avoidance of doubt Supplementary Funding will neither be considered as Grant or Unspent Monies;

**“Value for Money”** means securing the optimum combination of cost, quality and effectiveness, including relevant social value criteria over the whole period of use; it does not mean minimising upfront prices i.e. the lowest or cheapest option; and

A **“Working Day”** means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

- 2.2. In this Grant Agreement, unless the context otherwise requires:
- a. References to the singular include the plural, and vice versa;
  - b. References to a gender include the other gender and the neuter;
  - c. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm partnership or other legal entity or Crown Body;
  - d. References in this Grant Agreement to Clauses, Appendices, Annexes and the Schedule are references to the clauses, sub-clauses, appendices annexes and schedule to this Grant Agreement;
  - e. The headings in this Grant Agreement are for ease of reference only and shall not affect the interpretation or construction of this Grant Agreement;
  - f. References to an Act of Parliament or any Law shall be deemed to include any subordinate legislation of any sort made, or as amended, extended, consolidated or re-enacted from time to time under that Act;
  - g. Any references to policy bulletins, enactments, orders, statutes, regulations or other similar instruments shall be construed as a reference to the policy bulletin, enactment, order, statute, regulation or instrument as amended or replaced by any subsequent policy bulletin, statute, enactment, order, regulation, or instrument;
  - h. Nothing in this Grant Agreement shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

### 3. Grant Offer

- 3.1. Subject to the Recipient complying with this Grant Agreement, the Authority offers to reimburse the Recipient as a contribution towards its Eligible Expenditure.
- 3.2. The Recipient acknowledges that the Authority agrees to fund it only for the Grant Amount, the Funding Period and for the Purpose specified in this Grant Agreement and the Grant Funding Letter.

#### **4. Amount of the Grant**

- 4.1. The Authority has agreed funding of up to the Grant Amount; the Grant Amount will not be increased in the event of any overspend by the Recipient in its delivery of the Purpose.
- 4.2. It is the Recipient's responsibility to ensure that its receipt, management and expenditure of the Grant complies with all tax requirements in force at the time and for the Funding Period.
- 4.3. The Recipient acknowledges that the Grant and any Eligible Expenditure claimed are not paid as a consideration for any taxable supply for VAT purposes. The Grant Amount and any Eligible Expenditure claimed are therefore deemed to be inclusive of all VAT chargeable, and the Parties agree that the Authority's obligation does not extend to paying any additional amounts in respect of VAT.

The Recipient acknowledges that unless explicitly agreed by the Authority in writing in advance, the Grant will not be used to meet the cost of any import, customs duties or any other taxes or similar charges applied by non-UK governments or by any non-UK local public authority.

#### **5. Timing of the Grant**

- 5.1. Grant Claims will be paid in accordance with the payment profile and triggers detailed in Schedule 2, within thirty (30) Calendar Days of the receipt and agreement of a correctly submitted Annex A / Annex A (2) and all supporting monitoring information as set out in Schedule 3,
- 5.2. The Authority shall have no liability to the Recipient for any Losses caused by a delay in the approval of, or amendment to, Eligible Expenditure howsoever arising.
- 5.3. In order for the Grant to be released, the Authority will require the Recipient to:
  - a. have signed and returned a copy of this Grant Agreement to the Authority, and
  - b. have provided the appropriate bank details, and
  - c. be in compliance with the Grant Agreement throughout the period for which Eligible Expenditure is being claimed.
- 5.4. Payments will be made by BACS using account details that the Recipient must supply to the Authority. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. Original notification of, and all subsequent amendments to, the Recipient's bank details must be provided on its own headed notepaper duly signed by a Senior Finance Officer.
- 5.5. The information which the Recipient must supply to the Authority to allow BACS payments is as follows:

**Recipient Details**

1. Registered name of company
2. Trading name of company
3. Company registration number
4. Vat registration number

**Recipient Address Details**

1. Registered Address
2. Credit Control/Finance Address

**Contact Details**

1. Email address for purchase orders
2. Email address for remittance advice
3. Email address for invoice queries
4. Telephone Number for Accounts Receivable/Credit Control

**Payment Details**

1. Bank Name
2. Branch name and address
3. Company Bank Account Name
4. Bank Account Number
5. Bank Account Sort Code

- 5.6. The Authority is not permitted to pay the Grant in Advance of Need. If the Authority reasonably believes that payment is being made in

Advance of Need, it may change the timing and/or the amount of any outstanding Grant payments.

- 5.7. Nothing in this Grant Agreement shall oblige the Authority to reimburse claims against the Grant beyond the Funding Periods.
- 5.8. Any request for payment relating to activities undertaken after the Funding Period shall be subject to the specific written approval of the Authority (such approval not to be unreasonably withheld).

## **6. Managing the Grant**

- 6.1. Each Party shall record the contact details of their Authorised Representatives at Annex C. At a minimum these must be the Grant Sponsor and Project Manager.
- 6.2. The Recipient shall:
  - a. have sound administration and audit processes, including financial safeguards against fraud, theft, money laundering, counter-terrorist financing or any other impropriety or mismanagement in connection with the administration of the Grant,
  - b. ensure that the adequacy of the systems in place are subject to independent audit, the results of which must be shared with the Authority, and
  - c. ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure.
- 6.3. The Recipient should take all necessary steps to ensure that the Grant is accounted for and monitored separately from the Recipient's other funding streams.
- 6.4. Monies and income derived from Third Parties as Supplementary Funding shall not constitute the Grant and will be accounted for, identified and reported on separately.
- 6.5. The Recipient may not vire (move) funds between this Grant and other grants made to it.
- 6.6. 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.
- 6.7. In support of Grant Claims, the Recipient shall provide the Authority with narrative reports detailing progress against Key Performance Indicators (KPIs); these should also include headline financial reconciliations highlighting spend and any significant financial variances, underspend or overspend.
- 6.8. Where an underspend is identified by the Recipient, the Authority may require that (i) a revised budget toolkit is submitted, and (ii) subsequent payment values noted in Schedule 2 are adjusted accordingly.

- 6.9. At the end of the Funding Period, the Recipient shall submit an Outturn Statement to the Authority. This Outturn Statement must:
- a. be in the format set out in Annex B, and
  - b. be signed by a Finance Officer.
- 6.10. The Authority may ask the Recipient to clarify any information provided to it. If so, the Recipient shall comply with any such request.
- 6.11. The Authority may at its discretion provide the Recipient with feedback on the adequacy of any report or claim and may also require the Recipient to re-submit a report or claim, having taken into account any issues raised in the Authority's feedback.
- 6.12. The Recipient shall promptly notify and repay to the Authority any overpayment or monies incorrectly paid to it. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant has been paid in error before the Recipient has complied with all conditions attaching to the Grant.
- 6.13. At the end of the Funding Period, or upon termination howsoever caused, the Recipient shall ensure that all Unspent Monies are returned to the Authority, unless otherwise agreed in writing by the Authority and at its sole discretion.
- 6.14. For the purposes of accounting, reconciliation and the repatriation of Unspent Monies at termination or at any other point provided for within this Grant Agreement, the Grant shall consist of:
- a. all Grant monies paid to the Recipient,
  - b. all interest and returns generated from the investment of the Grant; and
- 6.15. The Recipient shall be mindful of the UK Government's "Greening Government Commitments"<sup>1</sup> and ensure that all its activities and those of its Delivery Partners are delivered in accordance with these.
- 6.16. The Recipient shall have appropriate and proportionate contingency plans in place to ensure continuity of delivery of the Purpose, and the Authority shall have sight of these contingency plans and shall have the right to request assurance from the Recipient as to their implementation, where necessary, to ensure continuity of delivery of the Purpose.
- 6.17. The Recipient must ensure it has in place suitable measures for the orderly management of its business operations following the expiry of termination of this Grant Agreement howsoever caused;

## **7. Records to be kept**

- 7.1. The Recipient shall maintain and operate effective monitoring and financial management systems, and keep a record of all:

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<sup>1</sup> <https://www.gov.uk/government/publications/greening-government-commitments-2016-to-2020/greening-government-commitments-2016-to-2020>

- a. Eligible Expenditure and retain all accounting records relating to the Eligible Expenditure for a period of at least seven (7) years after the end of the Funding Periods. Accounting records should include: original invoices, receipts, minutes from meetings, accounts, deeds, interest accrued, returns on investments, income generated, Supplementary Funding received and any other relevant documentation, whether in writing or electronic form, and
  - b. gifts, both given and received, in connection with the Purpose.
- 7.2. Where the Recipient is paying Grant monies to Delivery Partners, and any Delivery Partner(s) wish to retain such original documentation, the Recipient should obtain from the Delivery Partner(s):
- a. certified copies of the accounting documents justifying income and expenditure incurred by the Delivery Partner(s) in relation to the Purpose,
  - b. an annual, written statement, signed by the Delivery Partner's treasurer or equivalent senior finance officer, of how the money was spent, and
  - c. a signed undertaking that the Delivery Partner will retain such documents for the period prescribed above.
- 7.3. The Grant may not be used to purchase Assets

## **8. Eligible and Ineligible Expenditure**

- 8.1. Eligible Expenditure is expenditure incurred by the Recipient in managing, administering and delivering the Purpose. The Recipient may not use the Grant for any activities other than those required to achieve the Purpose and as more fully described in Schedule 1 or as approved in writing by the Authority.
- 8.2. Annex E describes in more detail examples of Ineligible Expenditure.
- 8.3. The following costs/payments will be classified as Eligible Expenditure if incurred in delivering the Purpose:
- a. Salary costs, in whole or as a portion, comprising basic salary, employer pension contribution, recruitment & retention allowances and statutory sick pay,
  - b. fees charged or to be charged to the Recipient by the external auditors/accountants for reporting/certifying that the Grant paid was applied for its intended purposes, for example an Independent Assurance Statement,
  - c. giving evidence to Parliamentary Select Committees in connection with the Purpose or this Grant Agreement,
  - d. attending meetings with government ministers or civil servants to discuss the progress of the Purpose or this Grant Agreement,

- e. responding to public consultations, where the topic is relevant to the Purpose. Eligible Expenditure does not include the Recipient spending the Grant on lobbying or employing other people to respond to any such consultation (unless explicitly permitted in the Grant Agreement),
- f. providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of the Grant, for example, 'What Works Centres', and
- g. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

## **9. Audit and Inspection**

9.1. The Recipient shall comply with the international accounting standards.

9.2. The Recipient shall ensure that the Grant falls within the scope of audit as part of the Recipient's annual internal and external audit programme.

9.3. The value and purpose of the Grant shall be identified separately in the Recipient's audited accounts (or the notes thereto). Should the Recipient's annual turnover fall below the threshold that is the minimum legal requirement for formal external audit then an Independent Assurance Statement must be signed off by either an external auditor or an independent qualified accountant.

9.4. On request, the Recipient will send the Authority a copy of its, or its Delivery Partners, latest audited accounts, or a cashflow statement and forecast. This should be either:

- a. a hard copy sent by traditional post, or
- b. an electronic copy sent by email (e.g. a hyperlink to a public facing website, or PDFs of the document(s)).

9.5. The Recipient shall, without charge, permit any officer or officers of the Authority, agents, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, access to its Staff, premises, facilities and records and shall, if so required, provide appropriate oral or written explanations from them, for the purpose of examining, discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of this Grant Agreement and the economy, efficiency and effectiveness with which the Grant has been used.

9.6. Further to Clause 9.5, any officer or officers of the Authority, external auditing bodies (e.g. European Court of Auditors, National Audit Office or Public Sector Audit Appointments) or their nominees, may also examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of Grant.



- 9.7. The Authority shall endeavour, but is not obliged, to provide due notice of its intent to undertake the activities described in Clauses 9.5 and 9.6.
- 9.8. The Recipient agrees to make available immediately to the Authority, free of charge, and whenever requested, copies of audit reports obtained by the Recipient in relation to the Purpose or other aspect of the Grant Agreement.
- 9.9. In all cases, the Recipient shall supply the Authority with all such financial information, as is reasonably requested from time-to-time, on an open book basis.

**10. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant**

- 10.1. The Recipient will notify the Authority of any change to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its Staff or Delivery Partners.
- 10.2. The Recipient shall ensure that all reasonable steps have been taken to ensure that it and any Delivery Partner acting on its behalf complies with all applicable Laws and shall possess all the necessary qualifications, licences, permits, skills and experience to discharge their responsibilities effectively, safely and in conformance with any applicable Law for the time being in force (so far as binding on the Recipient and/or the Delivery Partner).
- 10.3. Where the Grant will be distributed outside the United Kingdom and/or the European Union the Recipient shall use its best endeavours to ensure that such funding:
  - a. does not contravene the Laws of any other country; and
  - b. is not used to support activities which could bring the Authority's name into disrepute.
- 10.4. The Recipient shall ensure that it, and any Delivery Partner, has relevant organisational policies in place to deliver the Purpose. These should cover, but not be limited to: whistleblowing; safeguarding; diversity and equality; environmental; data protection; and, information security and shall remain current for the duration of the Funding Period and be reviewed regularly by appropriately senior Staff and confirmed by the board or Trustee(s). All Staff must be aware of these policies and of how to raise any concerns.
- 10.5. The Recipient shall take all reasonable steps to ensure that it and anyone acting on its behalf do not bring the Authority or the Purpose into disrepute for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.
- 10.6. In particular, the Authority has a zero-tolerance approach towards sexual exploitation, abuse and all forms of bullying, harassment and

discrimination, especially for those who have a protected characteristic under the Equality Act 2010 (sexual orientation, race, religion, age, disability, sex, gender reassignment, marriage/civil partnerships and maternity / pregnancy) as well as gender identity. The Recipient will immediately contact the Grant Sponsor to report any credible suspicions, or actual incidents, of sexual exploitation, abuse, bullying, harassment or discrimination related to this Grant Agreement or which would be of significant impact to the Authority or other Crown Body. For example, any event that affects the governance or culture of the Recipient, such as those related to senior management, must be reported.

- 10.7. Any event notified to the Authority under Clauses 10.5 and/or 10.6 may be investigated by the Authority or a duly nominated representative or agent. The Recipient will fully co-operate with any investigation.
- 10.8. The Recipient shall comply fully with the Code of Conduct for Recipients of Government General Grants (the 'Code of Conduct')<sup>2</sup>. It will ensure that Staff are made aware of their obligations and undertake their duties when delivering the Purpose in a manner consistent with the principles outlined in the Code of Conduct.
- 10.9. Before entering into any agreement with a Third Party offering Supplementary Funding towards delivery of the Purpose, the Recipient must:
  - a. ensure that robust due diligence processes (similar to that set out in Clause 12.2), regarding both the prospective donor and the source of the monies, have been undertaken, and
  - b. inform the Authority of these details including, but not necessarily limited to, the source, value, scope, nature and any conditions of the Supplementary Funding.
- 10.10. Following receipt of information in accordance with Clause 10.9, the Authority shall, at its sole discretion, confirm in writing whether the use of the Supplementary Funding for the Purpose is acceptable to it. In instances where the Authority does not agree the Supplementary Funding can be used, for example by reason of prejudicing or conflicting with the Purpose and/or being contrary to the interests of the Authority, the Recipient must confirm in writing (i) what it intends to do with the Supplementary Funding, and (ii) that it will not use the Supplementary Funding to deliver the Purpose.
- 10.11. The Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant – not limited to any Unspent Monies – if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.

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<sup>2</sup> <https://www.gov.uk/government/publications/supplier-code-of-conduct>

**11. Conflict of interest and fraud, financial or other irregularities**

- 11.1. The Recipient and its Staff shall take all reasonable steps to avoid any actual or perceived bias or conflicts of interest in respect of the Grant or the Purpose.
- 11.2. Neither the Recipient nor its Delivery Partners shall engage in any personal, business or professional activity which conflicts or could conflict with any obligations in relation to the Grant Agreement.
- 11.3. The Recipient must set up formal procedures to require all Staff to avoid any potential conflict of interest and to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to the matter concerned.
- 11.4. If the Recipient has any grounds for suspecting financial 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.
- 11.5. For the purposes of Clause 11.4, "financial irregularity" includes (but is not limited to) potential fraud or other impropriety, mismanagement, bribery, corruption and the use of the Grant for purposes other than those stipulated by the Authority in this Grant Agreement.
- 11.6. The Recipient must pro-actively identify, itemise and assess how it and the use of the Grant might be vulnerable to fraud. Fraud should always be considered as a risk and reported on as required in Schedule 3 (Risk Management or Ad-hoc reporting).
- 11.7. The Recipient agrees that it will not apply for or obtain, and will assure that any Beneficiary, or Delivery Partner, is not in receipt of or does not apply for or themselves obtain, Duplicate Funding. The Authority may refer the Recipient, Beneficiary or a Delivery Partner to the police should it dishonestly and intentionally obtain Duplicate Funding to deliver the Purpose.
- 11.8. The Recipient shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Grant Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Grant Agreement or any such contract.

**12. Procurement procedures**

- 12.1. In procuring any works, goods or services or otherwise disbursing the Grant, the Recipient shall follow its own procurement guidelines to secure Value for Money and shall apply the principles of non-

discrimination and equal treatment, transparency, mutual recognition and proportionality in all purchases of goods and services. For example, some degree of advertising appropriate to the scale of the proposed expenditure is likely to be necessary to demonstrate transparency. This is in line with the UK objective of achieving Value for Money for the taxpayer.

- 12.2. Prior to the award of onward funding or a contract or other legal form of agreement to a Delivery Partner, the Recipient shall ensure that it carries out a thorough and proportionate documented due diligence process to understand an organisations' financial status, viability and capability; technical skills and capacity; operational and commercial processes and procedures; background and history (fraud risk, money laundering, terrorism, modern slavery etc); and ensure the payment is not Duplicate Funding.
- 12.3. When procuring or entering into an arrangement with a Delivery Partner, the Recipient shall be mindful of the intent, and apply the spirit, of the:
  - a. Government Functional Standard for General Grants<sup>3</sup>, and
  - b. Compact in all its dealings with Civil Society Organisations.
- 12.4. Where the Recipient enters into a contract (or any other form of agreement) with a Delivery Partner for the provision of any part of the Purpose, the Recipient shall ensure that such terms are included in the agreement which:
  - a. requires the Recipient to pay all sums due within a specified period not exceeding thirty (30) Calendar Days from the date of receipt of a validated invoice or claim request as defined by the terms of the agreement,
  - b. enable the Recipient to recover unspent or misused funds in accordance with this Grant Agreement,
  - c. ensure that all funded activities are fully reported on,
  - d. comply with all the Authority's positions and policies referred to in this Grant Agreement, and
  - e. provide the Authority with an up-to-date, unredacted, signed copy of any agreement, including any amendments, entered into upon request.
- 12.5. Onward payment of the Grant to the Beneficiaries and the use of Delivery Partners shall not relieve the Recipient of any of its obligations under this Grant Agreement, including any obligations to repay the Grant.
- 12.6. The Recipient shall remain responsible at all times for paying the Delivery Partner. The Authority shall have no responsibility for paying any Delivery Partner's invoice or claim request.

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<sup>3</sup> <https://www.gov.uk/government/publications/grants-standards>

- 12.7. If the Authority becomes aware that the Recipient has failed to pay a Delivery Partner's undisputed invoice or Beneficiaries claim request within thirty (30) Calendar Days of receipt, the Authority shall be entitled to publish the details of the late or non-payment (including on government websites and in the press).
- 12.8. Prior to Commencement, the Recipient shall provide the Authority with a list of all identified Delivery Partners and must thereafter provide written notification in advance of any planned changes to this list whether additions, removals or replacements of Delivery Partners.
- 12.9. In accordance with Clause 12.1, where the Recipient follows a sole source, single tender or other direct award procedure above £2,001 it must provide and document a full justification that can be robustly defended and maintain the relevant documentation on file. Such justification may apply in exceptional circumstances, for example where:
- a. the requirement can demonstrably be met only by proprietary or specialist equipment,
  - b. the requirement can demonstrably be met only by a single available entity with extremely niche skills, or
  - c. there are simply no alternative sources of supply.
- 12.10. The Recipient shall not carry out any activities that could be constituted as state-aided and nor shall it pay illegal State Aid to any organisation or individual<sup>4</sup>. The Recipient will maintain appropriate records of its compliance with the state-aid Law requirements.

### **13. Insurance coverage**

The Recipient shall ensure that appropriate and adequate insurance arrangements (including but not limited to public liability insurance or an equivalent policy) are in place to deliver the Purpose and shall provide evidence of such insurance to the Authority on request. This includes the Loss or personal injury to persons undertaking activities in furtherance of the Purpose.

### **14. Indemnity**

- 14.1. The Authority accepts no liability to the Recipient or to any Third Party for any costs, claims, damage or Losses, howsoever they are incurred, except to the extent that they arise from personal injury or death which is caused by the Authority's negligence.
- 14.2. The Recipient agrees to indemnify the Authority for any costs, claims, damages or Losses which arise as a result of negligence by the Recipient or out of any breach by the Recipient of any terms of this Grant Agreement.

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<sup>4</sup> <https://www.gov.uk/guidance/state-aid>

- 14.3. Neither Party shall be liable for any delays in performing or failure to perform any of its obligations under this Grant Agreement if such delay or failure is caused by a force majeure event, such as acts of God, civil disorder, military action, acts of terrorism, natural disaster and other circumstances which are beyond the reasonable control of either Party, but excluding any industrial dispute. In such event, either Party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.
- 14.4. Nothing in this Grant Agreement limits any liability which cannot legally be limited, including (but not limited to) liability for:
- a. death or personal injury caused by negligence; and
  - b. fraud or fraudulent misrepresentation.

## **15. Intellectual Property Rights and Branding**

- 15.1. The Parties shall retain exclusivity in their own Background IPRs.
- 15.2. Unless otherwise agreed in writing, the Recipient shall own all IPR created using the Grant. However, the Recipient shall grant to the Authority at no cost a non-exclusive irrevocable, royalty-free perpetual worldwide license to use and to sub-license the use of any material or IPR created by the Recipient whether partially or wholly funded from the Grant for such purposes as the Authority shall deem appropriate.
- 15.3. Ownership of Third Party software or other IPR necessary to deliver the Purpose will remain with the relevant Third Party.
- 15.4. Neither Party shall have the right to use any of the other Party's names, logos, branding or trade marks on any of its products or services without the other Party's prior written consent.
- 15.5. 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. Such acknowledgements (where appropriate or as requested by the Authority) shall include the Authority's name and logo (or any future name or logo adopted by the Authority) using the templates provided by the Authority from time to time.
- 15.6. When using the Authority's name and logo, the Recipient will comply with all reasonable branding guidelines as issued by the Authority from time-to-time.
- 15.7. The Authority may freely share any information, branding, know-how, system or process developed using the Grant during the Funding Period and beyond to support similar or subsequent projects.

## **16. Breach of Grant Conditions**

- 16.1. If the Recipient fails to comply (or to procure the compliance by any Delivery Partner, Beneficiary or Third Party, as applicable) with any of the conditions set out in this Grant Agreement, or if any of the events

mentioned in Clause 16.2 occur, then, subject to the provisions made in Clauses 16.3 to 16.5, the Authority may reduce or suspend, or withhold Grant payments, require all or any part of the Grant to be repaid and/or terminate this Grant Agreement with immediate effect. The Recipient must repay any amount required to be repaid under this Clause 16 within thirty (30) Calendar Days of receiving any such demand for repayment.

- 16.2. The events referred to in Clause 16.1 are as follows:
- a. the Recipient purports to transfer, novate, assign or otherwise dispose of the whole or any part of its rights, interests or obligations arising under this Grant Agreement without the written agreement in advance of the Authority,
  - b. the Recipient has not submitted reports, information, or other documentation within the required timescales when reasonably requested by the Authority,
  - c. any information provided in the application for the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material,
  - d. the Recipient takes inadequate measures to investigate and resolve any reported irregularity, Data Incident, or Critical Incident,
  - e. the Recipient ceases to operate and/or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial,
  - f. the Recipient is subject to
    - a proposal for a voluntary arrangement,
    - has a petition for an administration order, or a winding-up order brought against it,
    - passes a resolution to wind up,
    - makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so,
    - is subject to the appointment of a receiver, administrator or liquidator
  - g. the Authority considers that the Recipient has not made satisfactory progress with its delivery of the Purpose; or
  - h. the Recipient fails to comply with the provisions regarding State Aid,
  - i. the Recipient (or a Beneficiary or a Delivery Partner) is in receipt of Duplicate Funding, or
  - j. the Recipient receives Supplementary Funding and fails to comply with its obligations set out Clauses 10.9 and 10.10, or

- k. the Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Recipient, its Staff, Delivery Partner(s), Beneficiary or other Third Party involved in achieving the Purpose.
- 16.3. It is hoped that most difficulties encountered by the Recipient can be overcome with the advice and support of the Authority. Where the Authority reasonably believes that the Recipient may be in breach of this Grant Agreement, the Authority will write to the Recipient giving particulars of its concern or of such breach.
- 16.4. The Recipient must act within thirty (30) Calendar Days (or earlier, depending on the severity of the problem) to address the Authority's concern or remedy the breach, and may consult the Authority or agree with it an action plan for resolving the problem. If the Authority is not satisfied with the steps taken by the Recipient to address its concern or remedy the breach, the Authority may exercise all or any of its rights under this Grant Agreement.
- 16.5. The Authority will act reasonably and proportionately (taking account of all of the circumstances) when exercising its rights under this Grant Agreement.
- 16.6. On termination of this Grant Agreement for any reason, the Recipient (as soon as reasonably practicably) shall return Authority property or Unspent Monies (unless the Authority gives its written consent to their retention) then in its possession in connection with this Grant Agreement.

## **17. Funding Period and Termination including Consequences**

- 17.1. The Authority does not commit to renew or continue financial support to the Recipient beyond the final Funding Period.
- 17.2. Subject to Clauses 16.3 to 16.5, the Authority may terminate this Grant Agreement forthwith by serving a written notice on the Recipient if the Recipient is in material breach of its obligations arising from the Grant Agreement by:
  - a. using any part of the Grant for a purpose other than the Purpose,
  - b. making any false, incorrect or misleading statement in order to obtain this Grant or has been involved in any illegal activity or improper act in its administration,
  - c. failing to comply with any obligation arising from the Grant Agreement, or
  - d. failing to remedy any breach of this Grant Agreement.
- 17.3. The Recipient may terminate this Grant Agreement forthwith by serving a notice on the Authority in writing if it has made a written request for payment of a sum properly due (i.e. undisputed and validated) to it under this Grant Agreement and the Authority has failed to make payment of that sum within thirty (30) Calendar Days of receiving the request.



- 17.4. Notwithstanding Clauses 17.2 and 17.3, this Grant Agreement may be terminated by either Party giving the other at least three (3) Months (or other agreed time period) notice in writing.
- 17.5. With reference to Clause 17.3, and in the event that the Authority exercises its right to give notice of termination under Clause 17.4, the Authority shall reimburse the Recipient for any commitments, liabilities or Eligible Expenditure which represent an unavoidable direct Loss to the Recipient by reason of the termination of the Grant Agreement, provided that the Recipient takes all reasonable steps to mitigate such Loss.
- 17.6. In such an event, the Recipient shall submit a fully itemised and costed list of unavoidable direct Losses which it would seek to recover from the Authority, with supporting evidence, of such Losses reasonably and actually incurred by the Recipient as a result of a termination by the Authority in accordance with Clause 17.5.
- 17.7. Any payment due under Clauses 17.5 and 17.6 will be made within thirty (30) Calendar Days from receipt of a correctly submitted and verified invoice(s) but in any case upon completion to the Authority's satisfaction, and at the Recipient's sole cost, of any reasonable investigation required by the Authority of the costs detailed within the invoice(s). The Authority agrees that any such investigation shall be carried out as soon as reasonably practicable.
- 17.8. The right to reimbursement shall be excluded if termination of the Grant Agreement is enacted under the provisions set out in Clause 17.2 above or where the Recipient has exercised its right to give notice of termination under Clause 17.4. In such instances the Recipient shall return all Unspent Monies to the Authority.
- 17.9. The Authority may at any time serve notice upon the Recipient requiring it to cease using a particular Delivery Partner, the Authority will only do so where it has reasonable grounds to object to the continued use of such a Delivery Partner. Any such notice will be cognisant of the terms of a legally binding agreement and, where appropriate, the need for an alternative to be provided.
- 17.10. Although the Authority does not seek to exercise detailed control of the Recipient's activities, it must ensure that public money is protected and Value for Money achieved. Consequently, the Recipient shall, in accordance with this Grant Agreement, promptly provide such assistance and comply with such timetable as the Authority may reasonably require for the purpose of ensuring a smooth transfer of responsibility upon the expiry or other termination of the Grant Agreement. The Authority will look to the Recipient to provide such assistance as appropriate prior to the expiry or other termination of the Purpose.
- 17.11. Such assistance may include the delivery of documents and data in the possession or control of the Recipient which relate to the activities funded by the Grant.

- 17.12. Six (6) Months prior to expiry of the Grant Agreement or within one (1) Month of serving a notice of termination, the Recipient shall deliver to the Authority a final plan and any work in progress will be transferred from the Recipient to either the Authority or a successor body. The Authority's agreement to this plan shall not be unreasonably withheld or delayed.
- 17.13. The Recipient undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Authority to ensure a smooth transfer of responsibility for the grant funded activities
- 17.14. Any termination of this Grant Agreement will be without prejudice to any other rights or remedies of the Parties under this Grant Agreement or at law and will not affect any accrued rights or liabilities of the Parties at the date of termination.

## **18. Amendments to the Grant Agreement**

- 18.1. The Authority shall have the right to amend the Schedule 1 and/or Schedule 3 at any time provided that such amendment as required is related in nature to the Purpose and does not impose an additional cost or other material burden upon the Recipient. The Authority will endeavour to provide thirty (30) Calendar Days' written notice of any such amendment so required.
- 18.2. The Authority may on not less than thirty (30) Calendar Days' notice to the Recipient amend this Grant Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 18.3. Additionally, either Party may request in writing changes to the Grant Agreement during the Funding Period.
- 18.4. If the Parties cannot agree on the content of a change initiated under Clause 18.3 then the proposed change(s) will be withdrawn. In all events the Authority shall hold the final right of rejection.
- 18.5. Any amendments to this Grant Agreement and/or the Grant Funding Letter shall:
  - a. only be valid if they are documented using a Grant Variation Notice form duly signed by an Authorised Representative of both Parties, and
  - b. be recorded in Annex F.
- 18.6. The Grant Agreement itself shall be updated and re-issued bearing the next sequential version control reference.

## **19. Confidentiality**

- 19.1. Nothing in this Clause 19 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 19.

- 19.2. The Recipient undertakes to keep confidential and not to disclose and to procure that its Staff keep confidential and do not disclose any information of a sensitive nature which it has obtained by reason of this Grant Agreement.
- 19.3. The Recipient shall not use any information which it has obtained as a result of delivering the Purpose (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 19.4. The Recipient shall ensure that when required any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the Authority's directions. If additional budget is required, the Recipient will liaise with the Authority to agree costs in writing in advance of committing expenditure.
- 19.5. The provisions of this Clause 19 shall survive the termination of this Grant Agreement, however that occurs.

## **20. Data Protection, Data Sharing, Information Acts, Publicity and Transparency**

- 20.1. The Recipient acknowledges that grant agreements issued by Crown Bodies may be published on a public facing website and that the Authority shall disclose payments made against this Grant Agreement in accordance with the UK Government's commitment to efficiency, transparency and accountability.
- 20.2. Where applicable, the Recipient and the Authority are required to comply at all times with its respective obligations under the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 20.3. Where appropriate, the Recipient shall ensure that it has adequate provisions and effective controls in place to manage:
  - a. data and prevent Data Incidents,
  - b. the processing of data shared between itself and any Delivery Partner and/or Beneficiary (and vice versa), and
  - c. compliance with its obligations arising from the Data Protection Legislation.
- 20.4. Nothing in Clause 19 (Confidentiality) shall prevent the Authority from sharing information obtained in relation to the Recipient with any Crown Body, provided that in disclosing information the Authority

discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 20.5. The Recipient hereby acknowledges that a Crown Body receiving such information may further disclose the information to other Crown Bodies on the basis that the information is confidential and is not to be disclosed to a Third Party which is not a Crown Body.
- 20.6. The Authority may also disclose any information obtained from and about the Recipient for the purpose of the examination and certification of the Authority's accounts; or pursuant to section 6(1) of National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- 20.7. The Recipient agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the Information Acts whenever a request is made for information which relates to or arises out of this Grant Agreement.
- 20.8. The Authority will take reasonable steps to notify the Recipient of a request for information to the extent that it is permissible and reasonably practical to do so. The Authority may also, but is not required to, consult with the Recipient regarding any requests for information and take account of any comments made by the Recipient to determine any matters which either Party may consider as Commercially Sensitive Information or be otherwise exempt. This will inform the Authority's decision regarding any redactions or exemptions for which the Authority shall, at its absolute discretion and based on its own legal obligations, retain the final decision.
- 20.9. The Parties agree and acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Agreement and the Purpose is not confidential.
- 20.10. The Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies or any other such material that will assist the Authority in publicising the Purpose.
- 20.11. The recipient acknowledges that grant agreements issued by government departments may be published on a public facing website and that the Authority shall disclose payments made against this grant, in accordance with the Government's transparency agenda.

The Recipient shall:

- a. avoid expressing views which are inconsistent with the Programme Objective when speaking to third parties in order to deliver the Project;
- b. make clear that it does not represent or speak for the Authority or the Government of the United Kingdom in any situation where it expresses views; and

- c. seek the consent of the Authority first before making any statements which might be contrary to the requirements of Clauses 20.11 (a) or (b).

## **21. Notices**

- 21.1. All notices, invoices and other communications relating to this Grant Agreement shall be in writing and in English and shall be served by a Party on the other Party at its address shown at the head of this Grant Agreement.
- 21.2. Notices delivered hereunder shall be deemed to be delivered if:
  - a. delivered by hand, upon receipt,
  - b. sent by pre-paid registered first-class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting,
  - c. sent by electronic mail, on the date of delivery except when an electronic mail is sent on a day which is not a Working Day or after 3:00pm on a Working Day, the electronic mail shall be deemed to have been received on the next Working Day,
  - d. sent by facsimile transmission, on the date of transmission, provided that the transmission does not take place on a day which is not a Working Day or after 3:00pm on a Working Day, in which case, the transmission is deemed to have taken place on the following Working Day, and provided in any event that a confirming copy is sent to the other Party either by hand, or by first class post.

## **22. Contract (Rights of Third Parties) Act 1999**

- 22.1. No person who is not a Party to this Grant Agreement shall have the right to enforce any its terms.

## **23. Dispute Resolution**

- 23.1. The Parties shall attempt in good faith to negotiate an amicable settlement to any dispute between them arising out of or in connection with this Grant Agreement and such efforts shall involve the escalation of the dispute from the Grant Sponsor and Project Manager to an appropriately senior representative of each Party.
- 23.2. All disputes and complaints (except for those which relate to the Authority's right to withhold funds or terminate this Grant Agreement) shall, in the first instance be referred to the Project Manager and the Grant Sponsor.
- 23.3. Should the dispute or complaint remain unresolved within fifteen (15) Working Days of the matter first being referred to the individuals named in Clause 23.2, either Party may refer the matter to the

Parties' nominated senior representatives with an instruction to attempt to resolve the matter by agreement within twenty (20) Working Days, or such other period as may be mutually agreed by the Authority and the Recipient.

- 23.4. If the dispute cannot be resolved by the Parties within the period agreed in accordance with Clause 23.3, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 23.5. If the Parties fail to appoint a Mediator within one (1) Month, or fail to enter into a written agreement resolving the dispute within one (1) Month of the Mediator being appointed, then either Party may exercise any remedy it has under applicable Law.

## **24. Governing Law**

- 24.1. This Grant Agreement shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales. This does not limit the Authority's right to commence legal proceedings in any other court of competent jurisdiction, including concurrent proceedings.

## **Home Office**

### **Resettlement, Asylum Support and Integration**

**December 2020**

## ACCEPTANCE OF GRANT

**Manchester City Council the Recipient accepts the offer of the Grant contained in this Grant Agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.**

**On behalf of the Recipient:**

Project Manager

Signature:	
Name:	
Date:	
Position:	

Senior Finance Officer (if different to above)

Signature:	
Name:	
Date:	
Position:	

### **Bank details for Grant payment**

Bank name:	
Branch name:	
Sort code:	
Account name:	
Account number:	
Address:	
Post code:	

**Signed on behalf of the Authority:**

Signature:	
Name:	
Date:	
Position:	

**HOME OFFICE USE:**

Payment instructions per Grant Holding Unit:

<b>Metis codes:</b>	<b>Directorate code</b>	<b>Cost centre</b>	<b>Account code (1)</b>	<b>Account code (2)</b>	<b>Project code</b>	<b>Supplier code</b>



## **SCHEDULE 1 – THE PURPOSE**

### **THE PROJECT**

- 1.1 This Schedule 1 describes the outcomes and impacts the Authority is seeking to achieve through this Grant funding. The Authority is providing the Grant to enable the Recipient to enable provision of the relocation and integration activity for Beneficiaries entering the UK as part of the Afghan locally engaged staff ex gratia scheme.

### **BACKGROUND**

- 1.2 The first duty of the government is to keep citizens safe and the country secure. The Home Office has been at the front line of this endeavour since 1782. As such, the Home Office plays a fundamental role in the security and economic prosperity of the United Kingdom.
- 1.3 The Home Office is the lead government department for immigration and passports, drugs policy, crime, fire, counter-terrorism and police.
- 1.4 The Authority is responsible for controlling migration for the economic benefit of the country and protecting its borders. It gives permission to those who wish to come to the UK to work or study. It also supports those with genuine protection needs who have come to the UK as asylum seekers, with humanitarian protection needs and those who settle as refugees.
- 1.5 On 4 June 2013, the Secretary of State for Defence announced the National Security Council's agreed scheme to make ex gratia offers to eligible locally employed staff (LES) who have been or will be made redundant as a direct consequence of the UK's military drawdown from Afghanistan (the scheme). Offers under the scheme are in addition to the standard contractual entitlement to a redundancy payment from an employing government department (i.e. the Ministry of Defence ("MOD"), the Foreign and Commonwealth Office or the Department for International Development).

On 11 June 2018 the Secretary of State for Defence announced that the criteria for the scheme has been expanded so all interpreters who served for a year or more continuously on the frontline in Helmand from 1 May 2006 and were made redundant will now be able to apply for relocation to the UK. Previously, only those serving on 19 December 2012 were eligible.

The Home Secretary announced in March 2019 that changes were to be made to the Immigration Rules. This change enabled family members who would have qualified for relocation at the same time as the interpreter to relocate separately, thereby removing the need for family members to travel at the same time.

There was a further announcement made by the Home Secretary on 17 September 2020 to further expand the criteria for the scheme to give anyone who resigned after serving for a minimum of 12 months on the frontline, the chance to apply for relocation if they had been employed on or after 1 May 2006. Immediate family members will also be eligible under this expansion criteria.

- 1.6 This Grant is paid to the Recipient in exercise of the power conferred upon the Secretary of State for the Home Department under Section 59(1)(e) and 59(2)(b) under Part 3 of the Nationality, Immigration and Asylum Act 2002 to provide financial support to a project which is designed to arrange or assist the settlement of migrants (whether in the United Kingdom or elsewhere) and provide financial support to an organisation in the United Kingdom or another country which arranges or participates in a project of that kind

## **KEY DELIVERABLES**

### **Integration support**

Reception arrangements for the Beneficiary and, where appropriate their Dependants, at the airport, including handover from flight escorts and welcome briefing.

- a. A package of advice and assistance to cover employment, welfare benefits, housing, health, education and utility supply. Specifically, this package should ensure that new arrivals are registered with GPs, registered with their local Job Centre Plus, receive a National Insurance Number and assistance to secure school places for school aged children.
- b. Orientations to the local area.

### **Accommodation**

- c. Four (4) months accommodation from the date of arrival. The accommodation will be in accordance with Local Authority housing standards and should be modestly furnished.
- d. The provision of a baby pack, comprising a cot, high chair etc, for any child under the age of 2.
- e. The provision of a baby pack, comprising a cot, high chair, etc, for any child born within four (4) months of arrival in the UK.
- f. Overnight accommodation near the airport if travel to local area is not feasible at the time of arrival, with transfer to accommodation the next day.

### **Cash Support**

- g. Cash payments pending access to and receipt of mainstream welfare benefits or securing employment, whichever occurs first. These payments will be equivalent to –
  - Job Seekers Allowance rates for adults, and

- asylum support rates for children

(see Section 4, Expenditure Breakdown for details of these rates).

- h. Payments will be made on the basis of need and only up to the point at which mainstream welfare benefits are received or employment is secured, whichever occurs first. The Recipient should ensure every effort is made to keep the period of payment to as short a time as possible by assisting the Beneficiary to make a claim for welfare benefits, and it should not exceed four (4) months.

### **Transport**

- i. Transport from the arrival airport to the accommodation.

In addition to the package of advice and assistance outlined above the Recipient may use the integration element of the funding to provide other support that they judge will assist the Beneficiary to integrate in the UK.

In addition to the above where spouses/dependant children are joining those already relocated to the UK the Recipient will provide the following:

An 8-week support package that will consist of integration support, 8 weeks cash support and transfer from the airport to their accommodation. The provider will work with the LEC and assess the suitability of the accommodation they are already in, if accommodation is not suitable for their dependants to join then they will secure alternative accommodation before the dependants arrive in the UK.

The Recipient may use the funds awarded to offset the costs to the Recipient of delivering this scheme. Only the cash support element of the funding is for the sole use of providing financial support to Beneficiaries in lieu of mainstream benefits at the rates set out in Section 4 of this Schedule1.

The Recipient may use the funds to provide integration support beyond the first four (4) months but no additional funding for this will be provided by the Authority over and above the amounts stated in Section 4 of this Schedule 1.

The Recipient commits to facilitate the relocation of up to 10 spouses and 15 dependant children and 6 households under the Afghan Ex Gratia Scheme by March 31<sup>st</sup> 2022.

## **KEY ROLES AND RESPONSIBILITIES**

- 1.7 The Authority will nominate a Grant Sponsor who will work with the Recipient's Project Manager to monitor the delivery of the agreed Purpose and act as the principal point of contact. Their name and contact details are recorded in Annex C.

1.8 The Recipient will nominate a Project Manager who shall have responsibility for ensuring delivery of the Purpose to achieve the outcomes and impacts. They shall act as the Authority's principal point of contact, and their details shall be recorded in Annex C.

**INDICATIVE EXPENDITURE BREAKDOWN**

1.9 The maximum Grant Amount payable by the Authority to the Recipient under the terms of this Grant Agreement shall not be more than xx for the Funding Period.

1.10 The Grant will be paid in accordance with the profile described in Schedule 2 and is intended to reimburse Eligible Expenditure incurred paying for the activities required to achieve the outcomes described in this Schedule 1.

1.11 The following indicative expenditure is available:

4 month funding package for Beneficiares arriving either as a single person or with their family members:

<b>Accommodation</b>					
Set-up and void costs (lump-sum)	Per person rate for families		Per person rate for couples		Per person rate for singles
	£1250		£1425		£2850
Rent (up to 4 months)	£15 per person, per day				
1 night hotel accommodation (if needed, dependant on time of arrival)	£50 per person				
Baby pack comprising cot, high chair etc	£225 per any child under two years of age				
<b>Integration</b>					
To provide integration support (lump-sum)	Per person rate for families		Per person rate for couples		Per person rate for singles
	£4500		£6000		£7500
<b>Cash support</b>					
Weekly cash support rates (up to 4 months)	Single (under 25)	Single (25 or over)	Couples	Child (under 18)	
	£58.90	£74.35	£117.10	37.75	
<b>Transport</b>					
Transfer from airport to accommodation	£40 per person				

Spouse and dependant cases 8 week funding package:

<b>Accommodation</b>		
Set-up and void costs	Spouse	Per child

	£1,500	£1,500
Rent	Only for large families	
Baby Pack	£225 per child under two years of age	
INTEGRATION		
To provide integration support (lump sum)	Spouse	Per child
	£4,500	£4,500
CASH SUPPORT		
Weekly cash support rates (8 weeks)	Spouse	Per child
	£43.00	£37.75
TRANSPORT		
Transfer from airport to accommodation	£40 per person	

## SCHEDULE 2 – PAYMENT AND REPORTING SCHEDULE

### Indicative Payment Schedule for delivering the Purpose

Grant Claims must be submitted in accordance with the schedule set out in the table below; payment will be subject to compliance with obligations arising from the Grant Agreement, in particular:

- fulfilment of the conditions set out in Clause 5, and
- receipt of satisfactory financial and monitoring reports.

Payment of the Grant will follow the schedule as set out below subject to fulfilment of the conditions set out in Clause 5, and receipt of satisfactory monitoring reports.

#### Payment requests:

1. Payments will be made following receipt of an agreed payment request as outlined in Annex A or Annex A (2) and submission of an invoice.
2. The first payment for each new case will be made following their arrival in the UK and will include payments for the set-up and void costs, the lump sum funding for integration support, and costs for a baby pack (if required) and the hotel (if required) and transfer costs. Subsequent payments will be made at the end of the 4-month period of support. This invoice will need to be accompanied by confirmation that they had been accommodated for the full 4 months and the number of weekly cash payments made.
3. Payments for spouse and dependant only cases can only be claimed after the 8 weeks support has ended in one payment request which will be paid in arrears.
4. By way of an illustration, below is a worked-up example of the payment schedule and amounts paid in each month for a family of 4 individuals comprising two adult parents and two school aged children.

#### Delayed arrival and payment requests:

5. If, for any reason, the individual/family does not arrive in the UK following referral of a case and acceptance by the Recipient, the Recipient will be able to claim set up and void costs.

## SCHEDULE 3 – IN-YEAR MONITORING INFORMATION REQUIREMENTS

### KEY PERFORMANCE INDICATORS (KPIs)

3.1 The KPIs to be monitored and reported on are:

Per. Ind.	Key Performance Indicators	Measured B
PI/1	The Recipient shall ensure that all Beneficiaries are met on arrival in the UK	100% of Beneficiaries met and escorted fr

PI/2	The Recipient shall arrange for the provision of accommodation for new families for a 4-month period from arrival in the UK. The Recipient shall ensure that the accommodation meets local authority standards and is affordable and sustainable	100% of accommodation must be ready at arrival (Non availability of properties will result in costs of temporarily housing the Beneficiary) an uninhabitable property will be re-housed
PI/3	The Recipient shall ensure that the accommodation is furnished appropriately i.e. basic amenities but no luxury items	100% of accommodation must meet this requirement
PI/4	The Recipient must provide all Beneficiaries with a briefing on their accommodation and the local area in which they are resettled	100% of briefings to be provided within 1 week
PI/5	The Recipient shall provide advice and assistance for the Beneficiary to register for mainstream benefits and services	Adults to be assisted to apply for a National Insurance Number one week of arrival. Adults registering for National Insurance Number at Centre Plus once a National Insurance Number by at least the end of the third month. National Insurance Number for joining dependants will be dealt with by DVLA
PI/6	The Recipient must inform the Authority if a Beneficiary leaves the scheme and provide a forwarding address (if known)	The Authority to be informed within 48-hours of departure made aware
PI/7	All joining adult dependants to have access to ESOL made available	The authority to be informed via a progress report during the 8-week support period
PI/8	The Recipient will provide the required level of support and accommodation where necessary for spouses/dependants joining already relocated LEC's	The authority will work with the LEC in the UK to ensure that the 8-week support package will be in place for joining dependants and ensure that accommodation is available in the UK

## REPORTING

- 3.2 The Recipient must manage and administer the quality and level of delivery and its own performance and that of its Delivery Partners relating to delivery of all the outcomes/impacts identified in Schedules 1 and 3.
- 3.3 The Recipient shall put in place procedures to monitor and track performance, benefits and progress and provide reports detailing:
- a. spending, including committed spend, against agreed budgets and notify the Authority of any variances, and
  - b. progress against the KPIs
- 3.4 Any reports should also detail the activities and achievements of Delivery Partners.
- 3.5 The Recipient must provide the Authority with all reasonable assistance and co-operation in relation to any ad-hoc information requests made by the Authority in relation to the Purpose.
- 3.6 The Recipient must provide the Authority with access to all Board and Corporate level meeting minutes related to the Purpose.
- 3.7 The Project Manager shall ensure that all reports are compiled and submitted to the Grant Sponsor in a timely manner and attend the monitoring and review meetings.

### Progress Reporting

- 3.8 In support of Annex A/Annex A(2) (Grant Claim) submissions the Recipient shall provide the following progress reports (the 'Progress Reports'):
- a. narrative reports detailing progress against KPIs in achieving the outcomes and targets.
  - b. financial statements highlighting any significant financial variances, underspend or overspend, and any Supplementary Funding.
- 3.9 The Recipient must submit progress reports to the Grant Manager when the second/final payment is made.

### **Ad Hoc Reporting**

- 3.10 Any requests for reports or other information that the Authority may from time to time reasonably request.
- 3.11 Any Data Incident or Critical Incident detected or suspected must be reported to the Authority within one (1) Calendar Day. The Recipient must provide a follow up report within three (3) Calendar Days to the Authority on how the matter has been resolved or whether the Authority will need to intervene.
- 3.12 The Recipient will notify the Authority as soon as reasonably practical of actual or potential variations to the budget proposal, forecast expenditure or any event which materially affects the continued accuracy of such financial information.
- 3.13 Additionally, the Recipient will notify the Authority within one (1) Calendar Day of:
- a. any actual or potential failure to comply with any of its obligations under the Grant Agreement, which includes those caused by any administrative, financial or managerial difficulties; or
  - b. any changes to its constitution, legal form, membership structure (if applicable) or ownership, and of any complaint or investigation by any regulatory body or the police into its activities or those of its Staff or Delivery Partners (Clause 10.1).

### **ANNUAL REVIEW**

In addition to any ongoing reporting, monitoring or evaluation, the Authority will review the Purpose of the Grant annually and will take into account the Recipient's achievements (during the Funding Period) as measured against the KPIs. As part of the annual review the Authority will have regard to the reports produced by the Recipient.

- 3.14 Each annual review will result in the Authority making a recommendation that the:
- a. Purpose and Agreement continue in line with existing plans; or
  - b. Eligible Expenditure payable for the subsequent Funding Period should be revised (up or down); or
  - c. KPIs should be re-defined and agreed; or



- d. Authority should recover Unspent Monies; or
  - e. Agreement should be terminated.
- 3.15 The Recipient may make representations to the Authority regarding any recommendations made in accordance with this provision, however, the Authority shall not be obliged to take such representations into account when making its recommendation and any recommendation will be final and at the Authority's absolute discretion.

## **RISK, CONTROLS AND ASSURANCE**

- 3.16 The Recipient's due diligence undertakings of Delivery Partners must be an ongoing not a one-off activity. A proportionate approach should be applied to the frequency of subsequent due diligence based on the initial assessment (as required by Clause 12.2). For longer-term funding relationships (i.e. more than 12-Months) a re-assessment **must** be completed at least annually. Due diligence, including conflicts of interest and financial health checks, shall be reported on and monitored as part of the risk management approach.
- 3.17 Grant fraud is defined as deliberately obtaining grant funding that a person or organisation would not be entitled to by making a false declaration or failing to report material changes. Proportionate checks should be undertaken by the Recipient to assure the Authority that the Grant is not been fraudulently used.
- 3.18 Risk should be actively managed across the Funding Period, bearing in mind the principle of proportionality. The Parties shall work together to identify, manage and mitigate risks and issues impacting on achieving the Purpose. These shall be recorded in a joint risk and issue register.
- 3.19 The risk and issue register should be regularly updated by the Recipient and reviewed with the Authority not less than once per year.
- 3.20 Outside of this regular review cycle, the relevant Party shall inform the other as soon as they identify an imminent Risk (i.e. proximity < 3-months) or live Issue.

**SCHEDULE 4 – PROGRAMME CLOSURE PLANNING**  
**NOT USED**

## **SCHEDULE 5 – DATA SHARING AGREEMENT (DSA)**

### **1. AIMS AND OBJECTIVES OF THE DSA**

- 1.1 The aim of this DSA is to provide a set of principles for information sharing.
- 1.2 This DSA sets out the rules that the Recipient must follow when handling information classified as “personal data” by Data Protection Legislation in force.<sup>1</sup>

### **2. DATA PROTECTION LEGISLATION**

- 2.1 The Data Protection Legislation stipulates specific obligations upon all individuals who process personal data which must be adhered to. The Data Protection Legislation requires that all transfers of information fall within its six data protection principles. The Recipient, when processing personal data in connection with the Instruction, must comply with these principles of good practice.
- 2.2 Personal data must be processed in accordance with the following six data protection principles:
  - a) processed lawfully, fairly and in a transparent manner in relation to individuals;
  - b) collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
  - c) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
  - d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that are inaccurate, having regard to the purposes for which they are processed, are erased or rectified without delay;
  - e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the GDPR in order to safeguard the rights and freedoms of individuals; and

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<sup>1</sup>Data Protection Legislation in force, namely:

- a) any legislation in force from time to time in the United Kingdom which implements the European Community’s Directive 95/46/EC and Directive 2002/58/EC, including but not limited to the Data Protection Act 1988 and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- b) EU General Data Protection Regulation and Data Protection Act 2018.

- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against

accidental loss, destruction or damage, using appropriate technical or organisational measures.

### 3. SECURITY

3.1 The Recipient and its Staff shall exercise care in the use of information that they acquire in the course of their official role, and to protect information which is held by them in accordance with the Data Protection Legislation. Such measures include:

- not discussing information about a Beneficiary in public; and
- not disclosing information to parties who are not authorised to have access to the shared information.

3.2 In addition to the above, the Recipient must ensure that:

- personal data received is processed solely for the purposes of discharging their obligations for supporting the Beneficiary under this Instruction,
- all personal data received is stored securely,
- only people who have a genuine need to see the data will have access to it,
- information is only retained while there is a need to keep it, and destroyed in line with government guidelines,
- all reasonable efforts have been taken to warrant that the Recipient does not commit a personal data breach
- any information losses, wrongful disclosures or personal data breaches originating from the Authority are reported to the Authority's Security team at [HOSecurity-DataIncidents@homeoffice.gov.uk](mailto:HOSecurity-DataIncidents@homeoffice.gov.uk)
- The Authorities, Security Team and Data Protection Officer will provide direction on the appropriate steps to take e.g. notification of the Information Commissioner's Office (ICO) or dissemination of any information to the Beneficiaries
- The responsibility to notify the HO is not withstanding any internal policies SMPs may have regarding reporting data breaches to the ICO.
- Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.

3.3 Security breaches and incidents can result in government information being made available to those not authorised to have it or violate confidentiality. In the worst cases, a security incident or breach can jeopardise national security or endanger the safety of the public.

3.4 The Authority will make available further information as to what constitutes a personal data breach upon request.

3.5 As public sector bodies the Authority and the Recipient are required to process personal data in line with Her Majesty's Government Security Policy Framework (HMG SPF) guidance issued by the Cabinet Office when handling,

transferring, storing, accessing or destroying information assets.

#### **4. SUBJECT ACCESS REQUESTS**

4.1 The Authority and the Recipient will answer any subject access or other requests made under the Data Protection Legislation that it receives for the data where it is the Controller for that data. In cases where such a request is received, both the Authority and the Recipient shall:

- consult the other before deciding whether or not to disclose the information;
- allow the other a period of at least five (5) working days to respond to that consultation;
- not disclose any personal data that would breach the principles of the Data Protection Legislation; and
- give proper consideration to any arguments from the other as to why data should not be disclosed, and where possible reach agreement before any disclosure is made.

#### **5. DATA TO BE SHARED**

5.1 The Authority will share with the Recipient the following documents on an eligible Beneficiary under the Afghan Ex Gratia Scheme:

5.1.1 Personal details of the LEC and the personal details of all eligible dependants that qualify for relocation to the UK under the scheme. This will include full name, date of birth, gender/ages of any children and the spouses address in the UK (if applicable) with a contact number.

## **SCHEDULE 6 – GENERAL DATA PROTECTION REGULATION (GDPR)**

Incorporated into Schedule 5

## **SCHEDULE 7 – AID DIVERSION**

N/A