



HM Government

SECRETARY OF STATE FOR THE HOME DEPARTMENT

AND

**INSERT NAME OF SPONSORING ORGANISATION**

AGREEMENT RELATING TO THE PROVISION OF  
COMMUNITY SPONSORSHIP

FOR THE PERIOD

**DD MMM YYYY – DD MMM YYYY**

Resettlement Operations

Lunar House

Croydon

CR9 2BY

V5.0

**THIS AGREEMENT** is made on this [NUMBER] day of [MONTH] 20[ ].

**BETWEEN:**

- (1) **THE SECRETARY OF STATE FOR THE HOME DEPARTMENT** acting on behalf of the Crown through Resettlement Operations whose principal place of business is at Lunar House, Croydon, CR9 2BY (the "**Authority**"); and
- (2) **[INSERT NAME OF SPONSORING ORGANISATION]** whose registered address is at [insert Community Sponsor's address] (the "**Community Sponsor**")

**BACKGROUND**

- A. The Authority published a notice on 19 July 2016 on GOV.UK, seeking applications from potential community sponsors capable of supporting vulnerable persons brought to the United Kingdom under the Programme.
- B. The Community Sponsor is an organisation that has met the Authority's criteria to resettle refugees through Community Sponsorship and on this basis applied.
- C. Following assessment of the Application the Authority has contented itself of the Community Sponsor's capacity and capability to deliver the services as set out in this Contract.
- D. The Parties have agreed that the Community Sponsor shall dispense their obligations on the terms and conditions set out in this Contract.

**IT IS AGREED** as follows:

## 1. Definitions and Interpretations.

- 1.1 This Contract sets out the entire agreement between the Parties. It replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing.
- 1.2 In this Contract:
- a. The “**Application**” means the process by which the Authority shall satisfy itself as to the eligibility of potential sponsors.
  - b. The “**Authority**” means the Secretary of State for the Home Department acting on behalf of the Crown through Resettlement Operations.
  - c. A “**Beneficiary**” means those who have been resettled to the UK under the Afghan Citizens Resettlement Scheme (ACRS) or the UK Resettlement Scheme (UKRS).
  - d. The “**Commencement Date**” means DD MMM YYYY.
  - e. The “**Community Sponsor**” (or the “**Sponsor**”) means [insert sponsor (organisation) name] and whose registered address is at [insert address] and whose registered [charity (or from 2013 as a charitable incorporated organisation), or a community interest company] number is [insert reg. number].
  - f. The “**Community Sponsorship Framework**” means the published guidance setting out the criteria and processes underpinning the community sponsorship scheme.
  - g. The “**Data Sharing Protocol**” (or the “**DSP**”) means the set of principles detailed in Schedule 4 which govern the processes and practicalities of information sharing between the Authority and the Sponsor.
  - h. A “**Day**” means any calendar day, Sunday through Saturday inclusive of any public holidays.
  - i. A “**Delivery Partner**” means any third party working with the Sponsor to deliver their obligations arising from this Agreement.
  - j. The “**Duration**” means the twenty-four (24) Month period for which the Sponsor has committed to supporting a Beneficiary:
    - Year 1: DD MMM YYYY – DD MMM YYYY
    - Year 2: DD MMM YYYY – DD MMM YYYY
  - k. A “**File Share Area**” means the designated area within MOVEit from where a Sponsor can access files that the Authority has made available to share.
  - l. The “**Community sponsorship Contract**” (or the “**Contract**”) means this written agreement between the Parties consisting of these Terms and Conditions (comprised of twenty-two (22) Clauses, five (5) Schedules and five (5) Annexes) and any other document, plan or specification referred to herein.
  - m. The “**Community Sponsorship Scheme**” (or the ‘**Scheme**’) means the scheme developed by the Authority to enable Community Groups to support Beneficiaries brought to the UK through the Programme.
  - n. The “**Lead Officer**” means the individual nominated by the Authority as the principal point of contact with the Sponsor for all matters relating to this Contract (and whose details are recorded at Annex A).
  - o. The “**Lead Sponsor**” means the individual nominated by the Sponsor as having overall responsibility for authorising the Sponsor’s involvement in the Scheme (and whose details are recorded at Annex

- A) and who will act as the single point of contact for authorising Personnel access to the Sponsor's designated file share area within MOVEit.
- p. The "**Local Administrator**" means a senior member of Personnel with responsibility for managing the Beneficiary's Resettlement Plan.
- q. A "**Month**" means a calendar month.
- r. "**MOVEit**" means the Authority's online two-way file-sharing service that allows the sharing of Official and Official-Sensitive (IL2) data with other government departments, non-departmental public bodies and external organisations, in a completely secure environment. Files including PDFs, all types of Office documents, images and Winzip of up to 2GB in size may be shared.
- s. A "**Party**" means a signatory to this Contract.
- t. "Personnel" means any person employed or engaged by the Sponsor and acting in connection with the operation of this Contract including the Sponsor's owners, directors, employees servants, agents, suppliers, volunteers and sub-contractors, any consultants and professional advisers (and their respective owners, directors, employees, servants, agents, suppliers and Sub-contractors) used in the performance of its obligations under the Contract.
- u. The "**Programme**" means any one of the UK government's humanitarian relief programmes supporting Refugees where it has been determined that resettlement is in their best interests – principally (but not limited to) the UK Resettlement Scheme (UKRS) and the Afghan Citizens' Resettlement Scheme.(ACRS)
- v. The "**Project Manager**" means the individual nominated by the Sponsor as the principal point of contact with the Authority for all matters relating to this Contract (and whose details are recorded at Annex A).
- w. The "**Purpose**" means the support provided by the Sponsor, as detailed in Schedule 1 and Schedule 2.
- x. "**Resettlement Operations**" means the unit comprising staff from the Home Office, whose objective is to deliver the UKRS and the ACRS.
- y. The "**Resettlement Plan**" means the Sponsor's plan which clearly sets out how and, where appropriate, when they will discharge their obligations for supporting Beneficiaries under this Contract, as detailed in Schedule 2.
- z. A "**Voluntary and Community Group**" (or "**Community Group**") means a group or organisation which exists and works for the benefit of the community rather than private shareholders and is registered as either a charity (or from 2013 as a charitable incorporated organisation) or a community interest company or is an individual or body falling within section 10(2)(a) of the Charities Act 2011.
- aa. A "**Working Day**" means any day Monday to Friday (inclusive) excluding any recognised public holidays.
- 1.3 References in this Contract to Clauses, Appendices, Annexes and Schedules are references to the clauses, sub-clauses, appendices annexes and schedules to this Contract.
- 1.4 The headings in this Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract.

- 1.5 References to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law.
- 1.6 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.
- 1.7 Nothing in this Contract shall be deemed to constitute a partnership or agency relationship between the Parties at any time.

## **2. Duration**

- 2.1 The Contract shall take effect on the Commencement Date and shall expire automatically on [insert date], unless it is terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

## **3. The Authority's Offer**

- 3.1 The Authority has approved the Application by the Sponsor to provide support to Beneficiaries of the Scheme.
- 3.2 On this basis, and subject to the Sponsor complying with the terms and conditions set out in this Contract, the Authority shall provide support to the Sponsor as described in Schedule 3.
- 3.3 The Sponsor acknowledges that the Authority shall support the Sponsor's ability to deliver their obligations under the Scheme effectively only as described in Schedule 3.
- 3.4 The implementation of this Contract is contingent on the Sponsor having the necessary support from the relevant statutory authorities (e.g. local council, clinical commissioning group, police, education sector etc) to accept resettlement cases to the area identified.

## **4. Restrictions**

- 4.1 The Sponsor is not permitted to charge, apply fees to or require payment from Beneficiaries for any activity provided in connection with this Contract.
- 4.2 The Sponsor shall not seek to profit financially from undertaking to act as a sponsor under this Contract.
- 4.3 Clause 4.1 shall not apply to situations where the Sponsor is acting as the Beneficiary's landlord and charging rent; such rent that is charged must not exceed the Local Housing Allowance rate.
- 4.4 Nothing in this Contract shall be construed as providing or permitting the total relevant benefits to exceed the statutory limit (the 'benefit cap') prevailing at the time.
- 4.5 The Sponsor will not require participation by Beneficiaries in activities associated with the sponsoring organisation.

- 4.6 The Sponsor must inform the Authority before entering into any agreement for supplementary funding above the Requisite Financial Resource from a third party for delivery of the Purpose. Such an agreement must not conflict with the obligations of this Contract.
- 4.7 The Sponsor shall not, nor shall the Sponsor engage with individuals or organisations known to, demonstrate vocal or active opposition to our fundamental values, including democracy, the rule of law, individual liberty and mutual respect and tolerance of different faiths and beliefs. This includes those who make extremist calls for the death of members of the armed forces.

## **5. Managing the Contract**

- 5.1 Each Party must notify the other of:
  - a. the nominated person(s) who will act as the party's authorised representative(s); and
  - b. the contact details of the authorised representative(s)
- 5.2 These details will be maintained and updated as required using Annex A.
- 5.3 The Authority may ask the Sponsor to clarify information provided to it. If so, the Sponsor shall comply promptly with any reasonable request.
- 5.4 Both Parties undertake to perform all activities required to fulfil their obligations within agreed timescales.
- 5.5 The Sponsor shall ensure that its Personnel are aware of, and at all times comply with, the obligations arising from this Contract.
- 5.6 The Sponsor will notify the Authority:
  - 5.7 if they are unable to deliver the agreed Resettlement Plan; or
  - 5.8 of the commencement of any investigation by the Charity Commission; or
  - 5.9 of any change in organisational status (e.g. loss of charity status, closure); or
  - 5.10 of any change in circumstance that have been declared as part of their Application.

**6. Monitoring and Evaluation**

- 6.1 The Sponsor will implement their Resettlement Plan and will have procedures in place to ensure its implementation and milestones are regularly monitored and reviewed.
- 6.2 In the event that a Beneficiary develops new needs, or unexpected needs are identified, the Sponsor will take appropriate steps to address these. This may include engaging third parties, such as the local authority or police, or supporting the Beneficiary to access appropriate healthcare.
- 6.3 The Sponsor will facilitate visits by the Community Sponsorship Scheme Capacity Building Organisation (currently “Reset Communities and Refugees”) staff for post arrival support, when requested.
- 6.4 The Sponsor will maintain accurate and up-to-date records for each of their Beneficiaries as directed by the Authority. Records may include, but are not necessarily limited to, information relating to English language ability, employment, education, self-sufficiency, security and safeguarding.
- 6.5 All required records will be subject to the confidentiality requirements set out in Clause 17 below and the Data Sharing Protocol at Schedule 4.

**7. Audit and inspection**

- 7.1 The Sponsor, without charge, will permit any officer or officers of the Authority, external auditing bodies (e.g. National Audit Office, Northern Ireland Audit Office) or their nominees, to make announced or unannounced visits to its premises and/or inspect any of its activities for the purpose of monitoring and evaluating the Scheme. The Authority shall endeavour, to provide reasonable notice of its intent to conduct an announced audit.

## **8. Personnel standards**

- 8.1 The Sponsor will comply, and ensure that its Personnel comply, with their policies and statutory duties to safeguard children and vulnerable adults and will notify the relevant authorities (e.g. local authority and/or police) where there are concerns for a Beneficiary's well-being.
- 8.2 Through its recruitment, selection and training processes, the Sponsor must ensure that all reasonable steps have been taken to ensure that, its Personnel and anyone acting on its behalf shall where required and where applicable possess all the necessary qualifications, licences, permits, training, skills and experience to discharge their responsibilities effectively, safely and in conformance with all relevant law for the time being in force (so far as binding on the Sponsor) and that sufficient security provisions are made for all Personnel undertaking face-to-face activities.
- 8.3 In addition, the Sponsor shall ensure that all Personnel:
- a. employed or engaged have the right to work in the United Kingdom under applicable immigration law. Some people who do not have the right to work including asylum seekers are still eligible to volunteer. This includes spending time, unpaid, doing something that aims to benefit the sponsorship group. In such cases the volunteering must not amount to engagement as an 'employee' or a 'worker' and it is the responsibility of the individual and the sponsor to check that such activity does not mean they are working in breach of conditions, and
  - b. are suitable and of good character to provide support to Beneficiaries. Consideration must be given to eligibility for Disclosure and Barring Service (DBS)<sup>1</sup> checks. Where such checks reveal prior criminal convictions that might reasonably be regarded as relevant to the appropriateness of the individual to have unsupervised access, particularly to children under the age of 18, or where such checks are not possible because of identification issues, the Sponsor shall follow its internal policy and carry out an appropriate risk assessment before an offer of employment is made, and
  - c. who are likely to have unsupervised access to children under the age of 18 has been instructed in accordance with the relevant national child protection guidelines (e.g. for people working in England, DfE's Working Together to Safeguard Children, 2015, and for Northern Ireland the Revised Regional Core Child Protection Policies and Procedures, 2018) and local councils' guidance and procedures, and

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<sup>1</sup> The DBS is an executive non-departmental public body sponsored by the Home Office that helps employers make safer recruitment decisions and prevent unsuitable people from working with vulnerable groups, including children. It replaced the Criminal Records Bureau (CRB) and Independent Safeguarding Authority (ISA).



- d. providing immigration advice should be known to the Office of the Immigration Services Commissioner (OISC) in accordance with the regulatory scheme specified under Part 5 of the Immigration & Asylum Act 1999. The Sponsor shall use all reasonable endeavours to ensure that Personnel do not provide immigration advice or immigration services unless they are “qualified” or “exempt” as determined and certified by OISC.
- 8.4 Safeguarding responsibilities and obligations apply for as long as personnel, including volunteers, have formal involvement with the Sponsor in delivering resettlement and integration services to the beneficiary.
- 8.5 The Sponsor must take all reasonable steps to ensure that it, and anyone acting on its behalf, shall not bring the Authority or the Programme or the Scheme into disrepute, for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority.
- 8.6 The Sponsor shall, if requested, provide the Authority, with relevant details, including CVs for all Key Personnel delivering the Contract.
- 8.7 The Sponsor shall comply with the requirements of the Computer Misuse Act 1990.
- 8.8 The Sponsor shall implement the Programme in compliance with the provisions of the EU General Data Protection Regulation and Data Protection Act 2018.

**9. Conflict of interest and financial or other irregularities**

- 9.1 Further to Clause 4.6, the Authority may request information from the Sponsor regarding sources of funding if it reasonably believes there may be a conflict of interest for instance by reason of prejudicing the Purpose and/or being contrary to the interests of the Authority. Where such conflict arises, the Authority may require the Sponsor to refuse or return the supplementary funds.
- 9.2 If the Sponsor has any grounds for suspecting financial irregularity in the sources of its funding, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed of the progress of the investigation.
- 9.3 For the purposes of Clause 9.2, “financial irregularity” includes fraud or other impropriety, mismanagement, and the use of the public funds for purposes other than those intended.
- 9.4 The Sponsor 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 Contract 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 Contract or any such contract.

## **10. Breach of Contract Conditions**

- 10.1 If the Sponsor fails to comply with any of the conditions set out in this Contract, or a material breach of the conditions, which for the avoidance of doubt shall include but are not limited to any of the events mentioned in Clause 10.2 occur, then subject to clause 10.3 the Authority may terminate this Contract.
- 10.2 The events referred to in Clause 10.1 are as follows:
- a. The Sponsor purports to transfer or assign any rights, interests or obligations arising under this Contract without the written agreement in advance of the Authority; or
  - b. Any information provided in the Application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material; or
  - c. The Sponsor takes inadequate measures to investigate and resolve any reported irregularity; or
  - d. The Sponsor ceases to operate and / or changes the nature of its operations to an extent which the Authority considers to be significant or prejudicial; or
  - e. The Sponsor is subject to a proposal for a voluntary arrangement or has a petition for an administration order or a winding-up order brought against it; or passes a resolution to wind up; or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors, or purports to do so; or is subject to the appointment of a receiver, administrator or liquidator.
- 10.3 It is hoped that where difficulties are encountered by the Sponsor they will be overcome with the advice and support of the Authority. In the event that it becomes necessary to take steps to enforce the terms and conditions of this Contract, the Authority will write to the Sponsor giving particulars of its concern or of any breach of a term or condition of the Contract.
- 10.4 The Sponsor must act within thirty (30) Days (or earlier, depending on the severity of the problem) to address the Authority's concern or rectify 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 steps taken by the Sponsor to address its concern or rectify the breach, it may terminate the Contract.
- 10.5 The Authority will act reasonably and proportionately in all the circumstances when exercising its rights under this provision where such breach has occurred.

## **11. Insurance coverage**

- 11.1 The Sponsor shall ensure that it has adequate insurance cover in place as is necessary for the normal conduct of its activities (including but not limited to public liability insurance) of not less than £5,000,000, in relation to any one claim or series of claims arising from the Purpose for the duration of the Contract, and shall provide evidence of such insurance to the Authority on request.

## **12. Indemnity**

- 12.1 Neither Party may limit its liability for personal injury or death caused by negligence, fraud or fraudulent representation.
- 12.2 The Sponsor agrees to indemnify the Authority for any costs, claims, damages or losses which arise as a result of negligence by the Sponsor or out of any breach by the Sponsor of any terms of this Contract.
- 12.3 The Sponsor shall not be liable under clause 12.2 for:
- 12.4 any Losses to the extent that they arise directly from the negligence or wilful default by the Authority, or any failure by the Authority to comply with its obligations under the Contract,
- 12.5 any Losses which are attributable to any event, matter of fact or circumstance occurring after the expiry of the Duration, and
- 12.6 any Losses that arise by result of Force Majeure.

## **13. Intellectual Property Rights**

- 13.1 The Sponsor retains any and all intellectual property rights to any material, product, and/or report produced by the Sponsor under this Contract. The Sponsor shall however grant to the Authority at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Sponsor under the terms of this Contract for such purposes as the Authority shall deem appropriate.
- 13.2 The Sponsor shall seek approval from the Authority prior to using the Authority's logo or other identifier when acknowledging the Authority's support of its work.
- 13.3 The Sponsor shall ensure that it has the right to use any documentation, computer hardware / software or any material of any sort whatsoever used to deliver the Contract. The Sponsor shall indemnify the Authority against all claims, proceedings, damages, actions, expenses, legal costs (on a solicitor and client basis) and any other sort of liabilities arising from the use of any such items in the delivery of the Contract.

#### **14. Funding Period and Termination**

- 14.1 The Authority does not commit to renew the Contract or continue to support the Sponsor beyond the Duration.
- 14.2 The Authority may terminate this Contract forthwith by serving a written notice on the Sponsor if the Sponsor is in breach of its obligations arising from this Contract and has failed to remedy the situation to the satisfaction of the Authority.
- 14.3 Notwithstanding Clause 14.2 above, this Contract may be terminated by either Party, in whole or part, giving the other at least three (3) Months (or other time period as may be agreed) notice in writing.
- 14.4 With reference to Clause 14.3 above, in the event that the Authority exercises its right to give notice of termination under this Contract, the Authority shall reimburse the Sponsor for any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Sponsor by reason of the termination of the Contract, provided that the Sponsor takes all reasonable steps to mitigate such loss.
- 14.5 The Sponsor shall submit a fully itemised and costed list of unavoidable direct loss(es) which it would seek to recover from the Authority, with supporting evidence, of loss(es) reasonably and actually incurred by the Sponsor as a result of a termination by the Authority in accordance with Clause 14.3.
- 14.6 Any payment due under Clauses 14.4 and 14.5 will be made within thirty (30) Days from receipt of a correctly submitted invoice(s) but in any case, solely upon completion to the Authority's satisfaction, and at the Sponsor'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. The Sponsor will contact the Lead Officer named in this contract for full details of how to submit invoices.
- 14.7 The right to reimbursement shall be excluded if termination of the Contract is enacted under the provisions set out in Clause 14.2 above or where the Sponsor has exercised its rights with reference to Clause 14.3.
- 14.8 The Authority may at any time serve notice upon the Sponsor requiring it to cease using a particular sub-contractor or any individual acting on its behalf; the Authority will only do so where it has reasonable grounds to object to the continued use of such a sub-contractor or individual. Any such notice will be cognisant of the terms of Sponsor's sub-contract and, where appropriate, the need for an alternative to be provided.
- 14.9 Any termination of this Contract will be without prejudice to any other rights or remedies of the Parties under this Contract or at law and will not affect any accrued rights or liabilities of the Parties at the date of termination.
- 14.10 The Sponsor shall prepare a plan which sets out the provisions required to achieve a controlled closure of the programme and a seamless transition from the support they provide under this Contract at the end of the Duration or upon termination (howsoever caused) whichever is the earlier as required by Schedule 1, clause 6 (Programme Closure Planning).

## **15. Amendments to the Contract**

- 15.1 Any amendments to this Contract shall be valid only if they are in writing and signed by an Authorised Representative of both Parties.
- 15.2 The Authority shall have the right to amend the Contract at any time, and shall notify the Sponsor within (30) thirty days of such amendment where the amendment required is related in nature to the Purpose and does not impose a material burden on the Sponsor.
- 15.3 Either Party may also request an amendment to the Contract, by submitting such request in writing to the other's Authorised Representative for consideration.
- 15.4 Any amendments to which the Parties may agree shall be recorded in Annex D using the template Variation of Agreement form (Annex E). The Contract itself shall be updated using the next sequential version control reference.
- 15.5 If the Parties cannot agree on the content of a change initiated under Clause 15.3 then the proposed change(s) will be withdrawn.
- 15.6 In all events the Authority will have the final right of rejection.

## **16. Freedom of Information and Transparency**

- 16.1 Where applicable, the Sponsor and the Authority are required to comply with the Freedom of Information Act 2000 (the "FOI Act") and the Environmental Information Regulations 2004 (the "EIR"), any subordinate legislation and any guidance issued by the Information Commissioner's Office.
- 16.2 The Sponsor agrees to assist and cooperate with the Authority in a timely manner to enable the Authority to comply with its obligations under the FOI Act and EIR whenever a request is made for information which relates to, or arises out of, this Contract.
- 16.3 The Authority reserves the right to publish information relating to the Contract in accordance with the Government's transparency agenda and/or any other information as it may deem appropriate from time to time in response to enquiries from Parliament, its members and officers and any person conducting an enquiry on behalf of or appointed by the Authority, whether or not the enquiry is statutory.
- 16.4 No information shall be disclosed if such disclosure would be in breach of the EU General Data Protection Regulation and Data Protection Act 2018, or is exempted from disclosure under the FOI Act.

## **17. Confidentiality**

- 17.1** The Sponsor undertakes to keep secret and not to disclose, and to procure that its Personnel keep secret and do not disclose, any information of a confidential nature which it has obtained by reason of this Contract.
- 17.2** Nothing in Clause 17.1 shall apply to the extent that
- a.** such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOI Act or the EIR pursuant to Clause 16;
  - b.** such information was legitimately in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - c.** such information was obtained from a third party without obligation of confidentiality;
  - d.** such information was already in the public domain at the time of disclosure (otherwise than by a breach of this Contract); or
  - e.** the relevant information was independently developed without access to the other Party's Confidential Information.
- 17.3** The Sponsor shall not make any announcements, whether they be to press, television, radio or other communications media, on any matter concerning the Contract or in any way use the Authority's name in any marketing material, except with the prior written approval of the Authority.
- 17.4** The Sponsor shall require that its Personnel comply with Clause 17.3.
- 17.5** The Sponsor shall ensure that any personal information concerning any Beneficiary disclosed to it in the course of delivering this Contract is treated as confidential and should only be disclosed to a third party in accordance with the provisions of the Data Protection Act 2018. In the event of any doubt arising, the matter shall be referred to the Authority whose decision on the matter shall be final. In particular, the Sponsor shall:
- a.** have in place appropriate policy and procedures to recognise and maintain the Beneficiaries need for confidentiality; and
  - b.** ensure that without the consent of the Beneficiary, details of Beneficiaries are not released to the press (including in-house and trade) or any other organisation not party to this Contract; and
  - c.** that any information concerning a Beneficiary shall not be passed to, nor allowed to fall into the hands of any agency, company or individual not specified in the Contract.
- 17.6** The Sponsor shall not use any information which it has obtained as a result of delivering this Contract (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 17.7** In the event of any unauthorised disclosure, the Authority must be informed without delay. The Authority will decide on what, if any, remedial action should take place and the Sponsor shall be bound by and will abide by the decision of the Authority.
- 17.8** The Sponsor shall ensure that when required, any information of a sensitive nature, howsoever held, is securely disposed of in accordance with the Authority's directions.

17.9 The provisions of this Condition shall survive the termination of this Contract, however that occurs.

## **18. Data Sharing**

18.1 The Sponsor shall ensure that it, and its Personnel, complies with the Authority's data sharing protocols as described in Schedule 3.

## **19. Notices**

19.1 All notices, invoices and other communications relating to this Contract 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 Contract.

19.2 Notices delivered hereunder shall be deemed to be delivered:

- a. if delivered by hand, upon receipt;
- b. if 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. if sent by electronic mail, on the date of delivery subject to the following condition:
- d. when an electronic mail is sent on a day which is not a Working Day or after 15:00-hrs on a Working Day, the electronic mail is deemed to have been received on the next Working Day.

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

20.1 No person who is not a Party to this Contract shall have the right to enforce any of its terms.

## **21. Dispute Resolution**

21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Contract and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in Clause 21.1, 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.

21.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, then either Party may exercise any remedy it has under applicable law.

## **22. Governing Law**

22.1 This Contract shall be subject to and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

## ACCEPTANCE

**[INSERT NAME OF SPONSOR]** confirms that it has the capability and the financial wherewithal to act as a Community Sponsor, and accepts the offer of support from the Authority contained in this Community Sponsorship Agreement, and agrees to comply with the terms and conditions on which the offer is made.

**SIGNED** for and on behalf of **[insert name of sponsor here]**:

Signature:	
Name:	
Position:	<b>[Lead Sponsor]</b>

**SIGNED** for and on behalf of **[insert name of sponsor here]**:

Signature:	
Name:	
Position:	<b>[Treasurer, Finance Officer or equivalent]</b>

**SIGNED** for and on behalf of **The Secretary of State for the Home Department:**

Signature:	
Name:	
Position:	<b>[Lead Officer]</b>

**SIGNED** for and on behalf of **The Secretary of State for the Home Department:**

Signature:	
Name:	
Position:	<b>[Commercial Officer]</b>



# SCHEDULE 1 – THE PURPOSE (aims and objectives)

## 1 BACKGROUND

- 1.1 The UK operates a number of schemes which provide a route to safety for refugees and people in need of protection.
- 1.2 The UK Resettlement Scheme (UKRS) started in March 2021. Its purpose being to resettle refugees in need of protection from a range of regions of conflict and instability across the globe.
- 1.3 The scheme's primary purpose is to resettle beneficiaries in a way that:
  - 1.3.1 Secures nationality security and public protection, and
  - 1.3.2 Has the wellbeing of the vulnerable persons and the welcoming communities at the centre of decision making, and
  - 1.3.3 Delivers value for money for the UK taxpayer.
- 1.4 UKRS is run in partnership with the United Nations High Commission for Refugees (the 'UNHCR'). It demonstrates the UK's support for the UNHCR's global effort to relieve the humanitarian crisis through the provision of resettlement opportunities for some of the most vulnerable people into communities within the UK, over the life of the Parliament, who:
  - 1.4.1 Have registered with the UNHCR and
  - 1.4.2 The UNHCR consider meet one of their resettlement submission criteria which are set out in the UNHCR handbook [Handbook on Procedures and Criteria for Determining Refugee Status under the 1951 Convention and the 1967 Protocol relating to the Status of Refugees | UNHCR](#)
- 1.5 The Afghan Citizens Resettlement Scheme (ACRS) was announced in response to the crisis in Afghanistan, and will provide 5,000 people at risk with a route to safety in the first year, and up to 20,000 people in the coming years. Those referred by the UNHCR to the UK under pathway 2 of the ACRS will also be assessed for resettlement by UNHCR in line with their resettlement submission categories.

## 2 THE SPONSOR'S COMMITMENTS AND ROLE

- 2.1 As a Community Sponsor, you have made commitments to provide support for **[Insert number in words (and numerically)]** Beneficiaries of the Scheme for up to twenty-four (24) months unless stated otherwise in Schedule 2 Appendix A, after their initial arrival in the UK, by ensuring that they:
  - 2.1.1 Have a home in which to settle in the UK, with adequate space and facilities to live in comfort and safety,
  - 2.1.2 Feel welcome in the UK and are able to quickly acclimatise to living in the UK, and
  - 2.1.3 Are able to make a life for themselves in the UK, through accessing community activities, medical care, language skills, education and employment.

## 3 RESETTLEMENT PLAN

- 3.4 In developing their Resettlement Plan, the Sponsor will have carefully considered the resources, expertise and support required to deliver effective sponsorship.

## **4 COMPLAINTS AND SENSITIVE CASES**

- 4.1 The Sponsor and/or its Delivery Partners shall abide by the safeguarding policy and complaints policy provided to the Authority and on which basis approval was given.
- 4.2 The Sponsor will be expected to notify us of incidents in some circumstances details of which will be provided by the Authority.

## **4.3 RESETTLEMENT TRAINING**

- 4.4 The Sponsor will participate in required resettlement training as provided through the Capacity Building Organisation (currently Reset Communities and Refugees) to ensure they are able to fulfil their sponsorship responsibilities effectively.

## **5 USE OF INFORMATION**

- 5.1 The Sponsor undertakes not to use any information that is not in the public domain acquired in performance of the agreement (e.g. personal contact details), for any purpose other than the activities that the Sponsor is required to perform as part of the agreement.
- 5.2 The Sponsor's responsibilities and undertakings are detailed in Schedule 2 and Schedule 2 Appendix A.

## **6 THE AUTHORITY'S COMMITMENTS AND ROLE**

- 6.1 The Authority is the UK Government Department with lead responsibility for immigration and passports, drugs policy, crime policy and counter-terrorism and works to ensure visible, responsive and accountable policing.
- 6.2 The Authority is working with the Department for Levelling Up, Housing and Communities (DLUHC) and the Northern Ireland Executive Office (TEO) to facilitate the provision of resettlement and cultural orientation activity for Beneficiaries entering the UK through the Programme.
- 6.3 The Authority will ensure Beneficiaries are screened for security concerns and will arrange for visas and travel to the UK.
- 6.4 The Authority, or its representatives, will assist the Sponsor to deliver effectively, supporting positive outcomes for Beneficiaries and the community, by providing:

- 6.4.1 relevant information about the Beneficiaries, to include known information about special needs or community care needs, in accordance with the data sharing protocols in Schedule 4;
- 6.4.2 where appropriate, funding for up to eight weeks at Local Housing Allowance (LHA) rates to cover void costs incurred in holding accommodation. Additionally, in exceptional cases only - to be decided by the Authority, funding for up to a further four weeks to cover the same;
- 6.4.3 a training session provided through the Capacity Building Organisation (currently Reset Communities and Refugees) to ensure sponsors are able to fulfil their responsibilities effectively;
- 6.4.4 opportunities to learn from other sponsors and share best practice.
- 6.5 The Authority's commitments and undertakings are detailed in Schedule 3. The Authority will:
  - 6.5.1 provide training through the Community Sponsorship Capacity Building organisation or other organisations procured by the Authority to provide capacity building services (currently Reset Communities and Refugees) to support the Sponsor in their final preparations to deliver the Purpose;
  - 6.5.2 where appropriate, consider provision of financial assistance with void (accommodation rental) costs incurred; and,
  - 6.5.3 pay a fee of £1.00 (one pound) as consideration (contact [communitysponsorship@homeoffice.gov.uk](mailto:communitysponsorship@homeoffice.gov.uk) for details on how to invoice for this sum)

## 7 TRAINING

- 7.1 The required training will provide the Sponsor with:
  - 7.1.1 A clear understanding of the Community Sponsorship scheme, and what to expect;
  - 7.1.2 An understanding of how resettlement works in the UK;
  - 7.1.3 Cultural Awareness and expectation of how beneficiaries may feel about coming to the UK;
  - 7.1.4 Practical and sensitive approaches on how to empower beneficiaries to thrive in the UK;
  - 7.1.5 An introduction to safeguarding and refugees;
  - 7.1.6 An understanding of how to prepare and manage the arrivals and ongoing support for beneficiaries.
  - 7.1.7 Access to english for speakers of other languages (esol): additional payments to support english language provision for beneficiaries
  - 7.1.8 Community Sponsors can claim Additional Funding to support English Language provision for Adult Refugees as per Schedule 1 Part 4 of the "Funding Instruction for local authorities in support of the United Kingdom's resettlement schemes" online publication.
  - 7.1.9 For details on what the terms and conditions are for claiming, what the rates to claim are and how to claim please refer to the "Funding Instruction for local authorities in support of the United Kingdom's resettlement schemes" online publication as may be updated from time to time available at the following link;

7.1.10 [Funding Instruction for local authorities in the support of the United Kingdom's Resettlement Schemes \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

## 8 THE BENEFICIARIES

- 8.1 Beneficiaries arriving under the UKRS have been individually assessed by the UNHCR as being exceptionally vulnerable; their human rights are still at risk in the country from which they have sought refuge; they are unable to sustain long term security and have no prospect of local integration in the country where they sought refuge. In all instances, the final decision on acceptance of cases is taken by the Authority.
- 8.2 Beneficiaries arriving under the ACRS are some of those who have assisted the UK efforts in Afghanistan and stood up for values such as democracy, women's rights and freedom of speech, rule of law; and vulnerable people, including women and girls at risk, and members of minority groups at risk. Further information on the eligibility and referral process is set out at: <https://www.gov.uk/government/publications/afghanistan-resettlement-and-immigration-policy-statement/afghanistan-resettlement-and-immigration-policy-statement-accessible-version>.
- 8.3 The Sponsor should note that Beneficiaries of the ACRS and UKRS will be:
- 8.3.1 individuals, couples or a family unit (ranging from a single parent to an extended family), and
  - 8.3.2 entitled to the same rights as any person settled in the UK. In particular they will be granted:
    - 8.3.2.1 Indefinite leave to remain,
    - 8.3.2.2 Full entitlements to mainstream welfare and health benefits upon being granted leave to remain,
    - 8.3.2.3 Full access to public housing under existing legislation,
    - 8.3.2.4 Entitlement to further education as a home student, and
    - 8.3.2.5 The ability to sponsor family members to join them in the UK through the relevant immigration route.
- 8.4 The Sponsor further acknowledges and agrees that some Beneficiaries will have particular characteristics and require particular support including:
- 8.4.1 Physical and/or mental disabilities,
  - 8.4.2 Medical conditions demanding the provision of particular support, and
  - 8.4.3 Support in adjusting to life in the UK. Many of the Beneficiaries will have spent long periods of time in refugee camps or temporary accommodation and have experienced particularly difficult living conditions so may need considerable support to adjust to their new lives.

## 9 KEY ROLES

- 9.1 The Authority is represented by a **Lead Officer** who will act as the principal point of contact for the Sponsor and support their delivery of the Purpose.
- 9.2 The Sponsor is responsible for delivering the Purpose and shall appoint a **Project Manager** who will have responsibility for ensuring that project is functional and has the structures to fulfil its objectives.

- 9.3 In the event that the **Lead Sponsor** stands down or becomes incapacitated the **Project Manager** will then act as the principal point of contact for the Sponsorship Group until such a time as a new **Lead Sponsor** is appointed or the original named **Lead Sponsor** is able to resume the role.

## 10 PROGRAMME CLOSURE PLANNING

- 10.1 Planning for programme closure is essential to ensure that Beneficiaries are supported at all times, for example by allowing a seamless transition of support arrangements from the Sponsor to another party's care.
- 10.2 The Project Manager shall prepare, and the Lead Officer shall agree, a plan which sets out the provisions for a controlled closure of the Sponsor's participation in the Scheme, howsoever caused, including transitional dependencies, Delivery Partners, activities and timescales [not exceeding any no-fault termination period] required to do so.
- 10.3 The plan should also provide indicative costs that, subject to Clauses 14.3 to 14.7, the Authority may reasonably be expected to contribute towards **and** demonstrate that due consideration is given for (including, but not limited to):
- 10.3.1 any existing commitments (e.g. sub-contracts, dilapidations, recurring cost commitments etc.), and
  - 10.3.2 additional costs and activities directly resulting from an early termination (e.g. property lease breaks, notice periods and estimated costs for redundancy/severance etc.)
- 10.4 The Authority will consider such information but does not commit in advance to pay such costs identified. These will be negotiated on a case-by-case basis, based upon the provision of auditable evidence.<sup>2</sup>
- 10.5 The initial programme closure plan must be shared with the Authority no later than six (6) Months after the Commencement Date. During the life of the Contract the programme closure plan will be kept current through review, development and refinement as necessary by the Sponsor.

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<sup>2</sup> The Sponsor should note that the Authority will only in exceptional circumstances consider claims for reasonable costs actually incurred as a result of a planned closure where the Contract expires by effluxion of time (i.e. at the end of the Duration).

# SCHEDULE 2: STATEMENT OF REQUIREMENTS

## 1. ACCOMMODATION

**Aim: Resettled family has a home in which to settle in the UK, with adequate space and facilities to live in comfort.**

Sponsors are required to source suitable and sustainable accommodation, available for use by the resettled family for a minimum period of two years with a two-year lease. The accommodation must:

- be available to the resettled family at a cost that is affordable and sustainable, taking into account the social welfare income the family will receive;
- have independent access and provide adequate privacy, with its own front door;
- comply with local authority guidance on occupation levels;
- be in a proper state of structural repair, maintained throughout in a good state of repair;
- have safe electricity and/or gas supplies, and with adequate ventilation and lighting.

The property should be appropriately furnished with:

- an appropriate number and type of beds;
- a toilet, a washbasin and a fixed bath or shower with hot and cold water;
- a fixed heating appliance in each room, which is capable of providing effective heating and which the tenant can control;
- facilities for cooking and for the hygienic preparation and storage of food (for example, a 4-ring hob with oven and grill, fridge-freezer, microwave oven, and kitchen sink);
- access to washing facilities (e.g. a washing machine or nearby launderette);
- access to facilities to dry clothes (e.g. outdoor clothes line or indoor clothes-drying rack);
- a fire blanket and smoke alarms (including a carbon monoxide alarm where appropriate).

The Sponsor must provide:

- assistance with registration with utility companies and making sure arrangements are made for payment (no pre-pay/card accounts);
- information to resettled persons on the accommodation, health and safety, and an emergency contact point.

## 2. WELCOME TO THE UK

**Aim: Resettled family members feel welcome in the UK and are able to quickly acclimatise to living in the UK.**

Sponsors are required to:

- meet and greet arriving family from the relevant airport provide an interpreter and (if arriving from a host country) escort them to their accommodation, briefing them on how to use the amenities;

- provide a welcome pack of groceries, the content of which should take into account the culture and nationality of the resettled family;
- provide £200 per person (adults and children) in cash on arrival for initial expenses including groceries, toiletries, clothes, and ensure the family have sufficient funds to live on while their claim for benefits is being processed (e.g. for a family of five the sponsor would provide £1,000);
- provide information and support to access local shops, services, and transport.

### 3. ESTABLISHING A LIFE IN THE UK

**Aim: Resettled family are empowered to make a life for themselves and integrate in the UK, through accessing community activities, medical care, language skills, education and employment. Activities to be delivered in the first 12 months of arrival in the UK.**

Sponsors are required to:

- ensure resettled family members receive their Biometric Residence Permits within 1 day of receiving them;
- provide assistance with registering children with local schools as soon as possible – commencing prior to arrival and concluding registration no later than 2 weeks after arrival;
- provide interpreting services, as required, for 12 months from arrival;
- arrange for English language tuition for adults as soon as possible and within one month of arrival;
- provide formal English language tuition by a suitably qualified ESOL teacher, for a minimum of 8 hours per week for the first 12 months;
- make provisions for formal English language tuition to be supplemented on a regular basis by less formal conversational English;
- monitor progress of each individual and aim for at least one ESOL level of progress (in speaking and listening, reading, and writing) over the course of the year;
- provide the opportunity to obtain an English language qualification at the appropriate level, where this will support access to employment and education;
- support attendance at local Job Centre Plus sites for benefit assessments at the earliest opportunity and assist with navigating social welfare provision;
- assist with registration with a local GP, within one week of arrival;
- advise on accessing appropriate mental health services and specialist services for victims of torture as appropriate;
- provide assistance with access to employment, including development of curriculum vitae, and education;
- provide assistance with accessing digital services;
- make aware of, and support attendance at, local community activities, within and without the sponsoring organisation, such as children’s playgroups, coffee mornings, local clubs, local events, etc.

# SCHEDULE 3 – DATA SHARING PROTOCOL (DSP)

## 1 AIMS AND OBJECTIVES OF THE DSP

- 1.1 The aim of this DSP is to provide a set of principles for information sharing between the Authority and the Sponsor.
- 1.2 This DSP sets out the rules that the Sponsor must follow when handling information classified as “personal data” by the Data Protection Legislation

## 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 Sponsor, 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:
  - 2.2.1 processed lawfully, fairly and in a transparent manner in relation to individuals;
  - 2.2.2 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;
  - 2.2.3 adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
  - 2.2.4 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;
  - 2.2.5 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
  - 2.2.6 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 Sponsor is required to exercise care in the use of information that they acquire by reason of this Contract and to protect information which is held by them in accordance with the Data Protection Legislation. Such measures include:
- 3.1.1 not discussing information about a Beneficiary in public; and
  - 3.1.2 not disclosing information to parties who are not authorised to have access to the shared information.
- 3.2 In addition to the above, the Sponsor must ensure that:
- 3.2.1 personal data received is processed solely for the purposes of discharging their obligations under this Agreement;
  - 3.2.2 all personal data received is stored securely on a work computer;
  - 3.2.3 only people who have a genuine need to see the data will have access to it;
  - 3.2.4 information is only retained while there is a need to keep it, and destroyed in line with government guidelines<sup>3</sup>;
  - 3.2.5 all reasonable efforts have been taken to warrant that the Sponsor does not commit a personal data breach; and
  - 3.2.6 any information losses, wrongful disclosures or personal data breaches of data originating from the Authority are reported **immediately** to the Community Sponsorship Team at [CommunitySponsorship@homeoffice.gov.uk](mailto:CommunitySponsorship@homeoffice.gov.uk).
- 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.

### 4 PURPOSE OF DATA SHARING

- 4.1 The Authority will share personal data described at Section 6 of this Schedule to inform the Sponsor of the specific needs of refugees and the development of the Resettlement Plan.

### 5 FREEDOM OF INFORMATION AND SUBJECT ACCESS REQUESTS

- 5.1 The Authority (Home Office) will answer any requests made under the Freedom of Information Act 2000 that it receives for information that it holds solely as a result of, or about, this data sharing arrangement. In such cases where such a request is received, both the Authority and the Sponsor shall

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<sup>3</sup> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/715778/May-2018\\_Government-Security-Classifications-2.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/715778/May-2018_Government-Security-Classifications-2.pdf)

- 5.1.1 consult the other before deciding whether or not to disclose the information
  - 5.1.2 allow the other a period of at least five (5) working days to respond to that consultation; and
  - 5.1.3 not disclose any personal data that would breach the principles of the Data Protection legislation.
- 5.2 The Sponsor 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 Sponsor shall
- 5.2.1 consult the other before deciding whether or not to disclose the information
  - 5.2.2 allow the other a period of at least five (5) working days to respond to that consultation;
  - 5.2.3 not disclose any personal data that would breach the principles of the Data Protection Legislation; and
  - 5.2.4 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.

## 6 DATA TO BE SHARED

- 6.1 The Authority will share with the Sponsor the following documents on a Refugee
- 6.1.1 UNHCR Resettlement Referral Form (RRF);
  - 6.1.2 IOM Migration Health Assessment form (MHA);
  - 6.1.3 UNHCR Best Interest Assessments and Determinations (BID);
  - 6.1.4 Video Interview Transcript
- 6.2 The above documents will contain the following personal information on a Refugee:
- 6.2.1 **UNHCR RRF**
- 6.2.1.1 biographic data for each Refugee including contact details in host country;
  - 6.2.1.2 known relatives of the principal applicant and spouse not included in referrals submission;
  - 6.2.1.3 summary of the Basis of the Principal Applicant's Refugee Recognition<sup>4</sup>;
  - 6.2.1.4 Need for resettlement<sup>5</sup>;
  - 6.2.1.5 specific needs assessment<sup>6</sup>;
  - 6.2.1.6 the number of people within a family due to be resettled, age and gender or family members;
  - 6.2.1.7 the language spoken;
  - 6.2.1.8 ability to communicate in English; and

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<sup>4</sup> classed as sensitive personal information under Data Protection Legislation.

<sup>5</sup> classed as sensitive personal information under Data Protection Legislation.

<sup>6</sup> depending on the content, this could be classed as potentially sensitive personal information under Data Protection Legislation.

6.2.1.9 any known specific cultural or social issues<sup>7</sup>

**6.2.2 MHA Form**

6.2.2.1 consent from Refugee to conduct a medical examination;

6.2.2.2 consent from the Refugee to Medical Advisors to disclose any existing medical conditions to the Authority necessary for the resettlement process<sup>8</sup>.

**6.2.3 Best Interest Assessments and Determinations**

6.2.3.1 information about any particular safeguarding circumstances and an assessment of the best interests of the individuals affected<sup>9</sup>.

6.3 The RRF is provided to the Authority by e-mail from the UNHCR. Once received, the MOVEit portal will be used to share secure documents with the Sponsor.

6.4 The above documentation when shared with the Sponsor will be classified as “**OFFICIAL-SENSITIVE**” by the Authority in accordance with the Government Security Classification Scheme.

## **7 METHOD OF TRANSFER OF A BENEFICIARY'S PERSONAL DATA**

7.1 The Authority will use a secure process, known as MOVEit, to transfer the data which allows internal and external users to share files securely and shall provide the interaction between the parties.

7.2 The Sponsor shall be given access to MOVEit over a web-based browser. Once this arrangement is operative, the Sponsor shall, to the extent from time to time specified by the Authority, be required to use MOVEit for the purpose of its interface with the Authority under this Contract.

7.3 Where MOVEit is unavailable and personal data needs to reach an external party it may exceptionally be sent by post under double-cover with information being placed in a marked inner envelope only. The outer envelope must note a return address with no classification marking and be sent using Royal Mail's Special Delivery Guaranteed.

## **8 LEVEL OF ACCESS TO THE MOVE IT PORTAL**

8.1 The Sponsor will appoint a Local Administrator who will be responsible on behalf of the Sponsor for authorising access requests to the Sponsor's designated File Share Area within MOVEit.

8.2 Access must not be provided to third parties or other agencies to MOVEit or the Sponsor's designated File Share Area without prior consent from the Authority. All requests for access to the Sponsor's designated File Share Area received by third parties must be dealt with on a case-by-case basis and only granted if necessary for the for the purposes of the Sponsor

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<sup>7</sup> depending on the content, this could be classed as potentially sensitive personal information under the Data Protection Legislation.

<sup>8</sup> classed as sensitive personal information under Data Protection Legislation.

<sup>9</sup> depending on the content, this could be classed as potentially sensitive personal information under Data Protection Legislation.

discharging their obligations for supporting Beneficiaries in accordance with the Contract. In the event of any doubt arising, the matter shall be referred to the Authority whose decision – in all instances – shall be final.

- 8.3 Access shall only be permitted to the Sponsor's Personnel where the:
  - 8.3.1 Personnel concerned have a genuine "need to know" for the purpose of discharging the Sponsor's contractual obligations,
  - 8.3.2 Personnel concerned are permitted to view the data as part of their official duties,
  - 8.3.3 The Sponsor treats the personal data in accordance with its contractual obligations, in particular Clause 17 (Confidentiality) and Clause 18 (Data Sharing), unless the Sponsor has received prior written consent from the Authority;
  - 8.3.4 Personnel have signed individual 'confidentiality agreements'.
- 8.4 An up-to-date list shall be kept by the Local Administrator of the Personnel who have been granted permission to access the Sponsor's designated File Share Area and the reason for granting access.
- 8.5 The Local Administrator must remove access immediately from a member of Personnel who no longer requires access to MOVEit and the FSA.
- 8.6 The list of authorised Personnel should be available for inspection upon request by the Authority
- 8.7 Monitoring and evaluation information. The Sponsor will share with the Authority information that is requested for monitoring and evaluation purposes. This may include:
  - 8.7.1 individual level information regarding each Beneficiary which they resettle, and
  - 8.7.2 background information regarding the services and support being provided to beneficiaries.

## **9 PROTOCOLS FOR SPONSORS PROCESSING SENSITIVE PERSONAL INFORMATION**

- 9.1 The Sponsor shall only access sensitive personal information pertaining to a Beneficiary's experience in their country of origin and medical health history in exceptional circumstances and if deemed as absolutely necessary for the purposes of discharging their obligations in accordance with the Contract i.e. to fully assess the specific physical and psychological needs of a Beneficiary where it is not possible to obtain prior consent from the Authority/Beneficiary
- 9.2 The Sponsor must document how any sensitive personal information pertaining to a Beneficiary's experience in their country of origin and medical records was used by the Sponsor for the purposes of discharging their obligations in accordance with the Contract
- 9.3 In circumstances where it is deemed necessary to share the sensitive personal information with third parties, the Sponsor must administer additional instructions for handling the data which must be agreed by the Authority.
- 9.4 The Authority shall make available its own Handling Instructions as a guide upon request.

- 9.5 The UNHCR Resettlement Registration Form (RRF) or any other related document created by UNHCR about a refugee, must be shared only on a strict need to know basis.
- 9.6 The RRF and related documents must not be shared with the refugee concerned,

## 10 STORAGE PROCEDURES FOR A BENEFICIARY'S FILES

- 10.1 The Sponsor will be required to:
  - 10.1.1 download the personal documentation specified at Paragraph 5.2 onto their system, and
  - 10.1.2 ensure that the system has an appropriate level of security.
- 10.2 Sponsors must **not** download data from MOVEit onto unsecure or personal systems, networks, computers etc.
- 10.3 The following data security measures must be in place as a minimum:
  - 10.3.1 personal devices must not be used for handling, storing or processing the Authority's information,
  - 10.3.2 all devices are protected by a user login that is only used by one authorised individual,
  - 10.3.3 an Anti-Virus product is installed and is kept up to date,
  - 10.3.4 the operating system and all software is updated with all relevant security patches at least once a month,
  - 10.3.5 Internet use is limited to sites considered acceptable to the business use of the device,
  - 10.3.6 USB devices are only used if from a trusted source and are scanned with Anti-Virus when inserted,
  - 10.3.7 wherever possible, documents are password protected or stored within a password protected Zip or RAR archive<sup>10</sup>,
  - 10.3.8 when downloading files, the Sponsor must be connected to secure wifi (if using a wifi connection); and,
  - 10.3.9 if the device is used in a public area the user is aware of their surroundings and vigilant about people observing the screens or reading papers over the shoulder.
  - 10.3.10 Whilst the Beneficiary's file(s) is/are in stored on a Sponsors system, the Sponsor and its Personnel must follow the rules provided below:

### In the office:

- A. Never access information unless it is part of your job and you have a need to do so. The Sponsor should only open the files on MOVEit that are relevant to their case. The Authority monitors MOVEit downloads and will check for unauthorised downloading,
- B. Observe a clear desk policy and always 'lock' your computer using the control + alt + delete function before leaving your desk,

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<sup>10</sup> RAR (Roshal ARchive) is a compressed file format, similar to ZIP but with better compression ratios. The most commonly used RAR tool is WinRAR which also handles ZIP files.

- C. The authorised individual must choose their password carefully and never let anyone else know it,
- D. Be vigilant when accessing information within the working environment, for example, challenge anybody in your building who – is unknown to you, or does not possess visible ID,
- E. Always make sure you know what classification the information should have and stick to the rules for that level of protection. For the purposes of the Contract the classification of the data is **OFFICIAL-SENSITIVE**. This means Sponsors must not share any of this information or discuss individual cases outside their business area.
- F. The Sponsor must only download information on the cases for which they are monitoring.

**On the move:**

- G. Never take sensitive information (in this context the personal data relating to the Beneficiary) out of the office or home,
- H. Never use removable media to store/move this information,
- I. Keep your laptop, blackberry, phone secure at all times,
- J. Do not work in public areas to ensure that you are not overheard and that information cannot be seen by others.

**Sharing data:**

- K. Never give out sensitive information (in this context the personal data relating to a Beneficiary) or any information over the phone or in any other way unless you are absolutely sure who you are giving it to and that they are entitled to that information,
- L. Do not send any personal information, or information that could identify a Beneficiary by unsecure e-mail. The Sponsor and authorised Personnel should be able to download the case file separately from MOVEit so there should be no need to send the Beneficiary's personal information between Personnel within their organisation by e-mail.

## **11 INDIVIDUAL RESPONSIBILITIES**

- 11.1 Each member of Personnel who has been authorised to access a Beneficiary's personal data shall themselves be personally responsible for the safekeeping of any information they obtain, handle, use and disclose.
- 11.2 Every member of Personnel should know how to obtain, use and share information they legitimately need to do their job.
- 11.3 Every member of Personnel has an obligation to request proof of identity, or takes steps to validate the authorisation of another before disclosing any information requested under this DSP.
- 11.4 Every member of Personnel must uphold the general principles of confidentiality, follow the guidelines set out in this DSP and seek advice when necessary.
- 11.5 Every member of Personnel should be aware that any violation of privacy or breach of confidentiality is unlawful and a matter that must be dealt with in accordance with the Sponsor's disciplinary process. Criminal

proceedings might also be brought against a member of Personnel as well as the Sponsor.

- 11.6 Every member of Personnel should be made aware that the sharing of information as part of this agreement only relates to the Beneficiaries and the Authority cannot enter into dialogue or information exchange about other immigration related matters or cases.

## 12 RETENTION PERIOD

- 12.1 Any files relating to a Beneficiary **must** only be retained until the Beneficiary's full support needs are fully considered and implemented after which it must be deleted.
- 12.2 The Sponsor must carry out a regular review to confirm the necessity of retaining files, be they paper or electronic or other medium, pertaining to each Beneficiary along with the needs of the Beneficiary. The first review should be carried out within two (2) months of the Beneficiary's arrival.

## 13 DESTRUCTION PROCEDURES

- 13.1 It is the Sponsor's responsibility to ensure that any information provided by the Authority are securely destroyed once all obligations flowing from the Contract have been discharged.
- 13.2 The Sponsor **must** delete the Beneficiary's electronic case file and any associated documentation from their computers once support needs are assessed and implementing this means deleting the case file from the holding location, followed by deleting the case file from the secondary holding location e.g., the Recycle Bin.
- 13.3 If storing any paper files, the paper file should be destroyed using a confidential paper shredder and disposed of securely.

## 14 CENTRAL POINTS OF CONTACT FOR ISSUES, DISPUTES AND RESOLUTION

- 14.1 The Sponsor shall provide the Authority with reasonable co-operation and assistance in relation to any complaint or request made in respect of any data shared under this data sharing arrangement, including providing the Authority with any other relevant information reasonably requested by the Authority.
- 14.2 Any operational issues or disputes that arise as a result of this DSP must be directed to the relevant contact points noted on Annex A - Authorised Representatives.

## 15 RESTRICTIONS ON USE OF THE SHARED INFORMATION

- 15.1 All information on a Refugee that has been shared by the Authority must only be used for the purposes defined in Section 4 of this DSP, unless obliged under statute or regulation or under the instructions of a court.

Therefore any further uses made of the personal data will not be lawful or covered by this DSP.

- 15.2 Restrictions may also apply to any further use of personal information, such as commercial sensitivity or prejudice to others caused by the information's release, and this should be considered when considering secondary use of personal information. In the event of any doubt arising, the matter shall be referred to the Authority whose decision – in all instances – shall be final.
- 15.3 A full record of any secondary disclosure(s) must be made if required by law or a court order on the Beneficiary's case file and must include the following information as a minimum:
  - 15.3.1 date of disclosure;
  - 15.3.2 details of requesting organisation;
  - 15.3.3 reason for request;
  - 15.3.4 what type(s) of data has been requested;
  - 15.3.5 details of authorising person;
  - 15.3.6 means of transfer (must be by secure); and
  - 15.3.7 justification of disclosure.
- 15.4 The restrictions on secondary disclosures as set out in paragraph 11.1 and 11.2 of this DSP apply equally to third party recipients based in the UK and third-party recipients based outside the UK such as international enforcement agencies.

## 16 AUDITS

- 16.1 The Sponsor agrees that it may be audited at the request of the Authority to ensure that the personal data has been stored and/or deleted appropriately, and that they have conformed to the security protocols set out in this DSP.
- 16.2 The Authority confirms that no other information would be reviewed or audited or this purpose.



## ANNEX A – AUTHORISED REPRESENTATIVES

The following are the current list of the Authority’s staff designated as Authorised Representatives:

For the Authority	Position	E-mail
Jane Kennedy	Lead Officer	<a href="mailto:Jane.Kennedy@homeoffice.gov.uk">Jane.Kennedy@homeoffice.gov.uk</a>
Kirsty Deland	Community Sponsorship Team	<a href="mailto:CommunitySponsorship@homeoffice.gov.uk">CommunitySponsorship@homeoffice.gov.uk</a>
Leidy Gomez	Commercial Manager	<a href="mailto:leidy.gomez3@homeoffice.gov.uk">leidy.gomez3@homeoffice.gov.uk</a>
Geeta Tamber	Commercial Lead	<a href="mailto:geeta.tamber@homeoffice.gov.uk">geeta.tamber@homeoffice.gov.uk</a>

The following are the current list of the Sponsor’s Personnel designated as Authorised Representatives:

For the Sponsor	Position	Address	Telephone	E-mail
	<b>Lead Sponsor</b>			
	<b>Project Manager</b>			

## ANNEX B – Template Variation of Agreement Form

Agreement Title	The Provision of Community sponsorship for the Period <b>DD-MMM-YYYY to DD-MMM-YYYY</b>
Between	The Secretary of State for the Home Department, (hereinafter called "the Authority") & <b>[Insert Name Here]</b> (hereinafter called "the Sponsor")
Variation Number	001-2022
Variation	Means the amendments to the Agreement contained in this form
Date Effective From	<b>DD-MMM-YYYY</b>

1. In accordance with Clause 15.2, the Authority has hereby varied the Agreement as follows:

No.	Document	Location	Variation
EG	Front Page	Front Page	To confirm the term of the agreement: <b>DD-MM-YYYY – DD-MMM-YYYY</b>
1			
2			
3			
4			

2. Words and expressions in this Variation shall have the meanings given to them in the Agreement.
3. The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed on behalf of the Authority

Signed on behalf of the Sponsor

Signature

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date