



Home Office

Funding Instruction for local authorities in the support of the United Kingdom's Afghan Schemes

[Locally Engaged Staff Ex Gratia (LES), Afghan Relocations and Assistance Policy (ARAP) and Afghan Citizens Resettlement Scheme (ACRS) plus British Citizens relocated from Afghanistan to the UK]

HOTEL WRAPAROUND SUPPORT

Financial Year 2021-2022

**Resettlement Operations
Lunar House
Croydon
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TERMS AND CONDITIONS OF FUNDING

1. DEFINITIONS

- 1.1. An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.2. The “**Authority**” means the Secretary of State for the Home Department acting through the Resettlement Operations on behalf of the Crown.
- 1.3. A “**Beneficiary**” means: (i) those eligible for relocation under the Afghan Locally Engaged Staff Ex Gratia and Afghan Relocation and Assistance schemes and their immediate dependants; and (ii) those eligible for resettlement under the Afghan Citizens Resettlement Scheme (ACRS) and their immediate dependants plus any British Citizen relocated from Afghanistan to the UK. Beneficiary is defined as each adult, child and baby arriving in the UK.
- 1.4. A “**British Citizen**” means a person fulfilling the requirements of the 1981 British Nationality Act to be a British Citizen.
- 1.5. A “**Case of Interest**” means a Beneficiary has:
 - been arrested for an offence involving violence; weapons; terrorism/extremism; sexual offences (criminality);
 - been subjected to a hate crime (hate crimes);
 - had a PREVENT referral made regarding them (PREVENT referral);
 - suffered a serious negative impact (or perceives they have) because of an act or omission by the Home Office and/or local authorities/delivery partners’ (perceived failing);
 - been involved in any other incident which the media is aware of (potential media coverage).
- 1.6. A “**Clause**” means the clauses in this Funding Instruction.
- 1.7. “**Commencement**” means 27 July 2021 the date from which this Instruction is effective and the first arrival of Beneficiaries in the UK.
- 1.8. “**Critical Success Factors**” means the indicators required to assess the success of the Funding against its intended outcome.
- 1.9. “**Data Protection Legislation**” means (i) the General Data Protection Regulations (“GDPR”) including the Law Enforcement Directive and any applicable implementing Laws as amended from time to time, (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.
- 1.10. The “**Data Sharing Protocol**” (or the “**DSP**”) means the set of principles detailed in Annex B which govern the processes and practicalities of information sharing between the Authority and the Recipient, and which the Recipient agrees to abide by and comply with.

- 1.11. **“Day”** means any calendar day Monday through Sunday (inclusive).
- 1.12. **“Delivery Partner”** means any Third-Party whether an organisation or an individual working with the Recipient, whether remunerated or not, in the delivery of this Funding Instruction for the provision of the Purpose.
- 1.13. **“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 during the funding period 27 July 2021 to 31 March 2022 which comply in all respects with the eligibility rules set out in this Instruction as determined by the Authority at its sole discretion.
- 1.14. **“Exceptional Costs”** means additional expenses incurred by a Recipient in supporting a Beneficiary for which the Authority has a budget and may, on a case-by-case basis, agree to reimburse.
- 1.15. A **“File Share Area”** (or the **“FSA”**) means the designated area within MOVEit from where a Recipient can access files that the Authority has made available to share.
- 1.16. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.17. **“Funding”** means the Authority’s financial contributions towards a Recipient’s Eligible Expenditure incurred supporting Beneficiaries of £28 per person, per day following their arrival into a bridging hotel in the local authority area and the commencement of the provision of support and in accordance with the terms and outcomes of this Instruction.
- 1.18. **“Funding Period”** means the period from Commencement of support provision during which Eligible Expenditure may be incurred and claimed in regard to this Instruction. The funding under this Instruction will end on 31 March 2022 or when the Beneficiaries move into permanent local authority housing, whichever sooner.
- 1.19. **“Information Acts”** means the Data Protection Legislation, Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”) in force, and any applicable implementing Laws as amended from time to time.
- 1.20. **“In Writing”** means modes of representing or reproducing words in visible form including but not limited to paper correspondence, email, display on screen and electronic transmission.
- 1.21. **“Law”** means any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation.
- 1.22. A **“Month”** means a calendar month.
- 1.23. **“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.

- 1.24. An **“Overpayment”** means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.25. **“Personal Data”** has the meaning given to it in UK Data Protection Legislation.
- 1.26. A **“Recipient”** means a participating local or regional authority to which the Authority has agreed to provide Funding under this Instruction as a contribution towards eligible expenditure incurred supporting Beneficiaries.
- 1.27. **“Schedule”** means the Schedules attached to this Funding Instruction.
- 1.28. **“The Schemes”** means the Afghan Locally Engaged Staff Ex Gratia and the Afghan Relocation and Assistance Policy Schemes; and the Afghan Citizens Resettlement Scheme (ACRS), plus British Citizens relocated from Afghanistan to the UK.
- 1.29. **“Staff”** means any person employed or engaged by the Recipient and acting in connection with the operation of this Instruction 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.
- 1.30. **“SMP”** means Strategic Migration Partner.
- 1.31. **“Third Party”** means any party whether person or organisation other than the Authority or the Recipient.
- 1.32. A **“Working Day”** means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

2. THIS INSTRUCTION

- 2.1. It consists of thirteen (13) Clauses, one (1) Schedule and four (4) Annexes and replaces any funding instructions or grant agreements previously issued by the Authority providing financial contributions towards Recipients' cost incurred supporting people arriving under these schemes.
- 2.2. This Instruction provides Funding enabling a Recipient to support Beneficiaries:
 - 2.2.1. following arrival into a bridging hotel in a local authority area and the commencement of the provision of support, – Schedule 1, Part 1.

3. SCOPE

Claims can be made under this instruction for Beneficiaries who have arrived in the UK and are accommodated temporarily in a hotel in the local authority area since the Commencement under one of The Schemes stated at paragraphs 3.1. to 3.3. plus British Citizens relocated from Afghanistan to the UK.

- 3.1. The Afghan Ex Gratia 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; or
- 3.2. The Afghan Relocations and Assistance Scheme went live on 1 April 2021 and provides similar support but to a wider range of staff.
- 3.3. The Afghan Citizens Resettlement Scheme announced by the government on 18 August 2021, for those who assisted the UK's efforts in Afghanistan and stood up for values such 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 (including ethnic and religious minorities and LGBT).
- 3.4. The Recipient will provide necessary temporary support and assistance to Beneficiaries arriving under The Schemes to help them to adjust to life in the UK, until transfer to permanent housing and the care of another local authority under the existing schemes.
- 3.5. The Authority is responsible for identifying Beneficiaries for relocation to the UK.
- 3.6. The Recipient has made commitments to support The Schemes, and the Authority has agreed to provide Funding to the Recipient as a contribution to supporting Beneficiaries until moved into permanent housing, following arrival into a local authority area and the commencement of support as further described in this Instruction.
- 3.7. Unless specifically stated otherwise, any Funding will be in respect of a Recipient's costs in fulfilment of its statutory duties and anything otherwise agreed with the Authority.
- 3.8. The Recipient shall be free to determine how best to utilise the Funding but for monitoring and evaluation purposes must be able to demonstrate that the Funding has been committed in supporting Beneficiaries and furthering the aims of the Schemes.

- 3.9. It is the Recipient's responsibility to ensure that its receipt, management, and expenditure complies with all tax requirements in force at the time and for the Funding Period.

4. DURATION

- 4.1. This Instruction sets out the terms under which the Authority will make Funding available to the Recipient, in respect of expenditure incurred supporting Beneficiaries brought to the UK under the Schemes during the period 27 July 2021 to 31 March 2022.
- 4.2. In keeping with established HM Treasury funding policies, the Authority will issue a fresh instruction for each financial year for which Funding is approved. This will occur whether or not any changes are made.

5. TRANSPARENCY, CONFIDENTIALITY, DATA PROTECTION AND DATA SHARING

- 5.1. The Recipient acknowledges that grant funded arrangements issued by government departments may be published on a public facing website and that the Authority shall disclose payments made against this Instruction in accordance with the UK Government's commitment to efficiency, transparency, and accountability.
- 5.2. The Recipient undertakes to keep confidential and not to disclose, and to procure that their staff keep confidential and do not disclose any information which they have obtained by reason of this Instruction.
- 5.3. Nothing in this Article 5 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Article 5. Further, this Article 5 shall not apply to information which is required to be disclosed pursuant to any law or pursuant to an order of any court or statutory or regulatory body.
- 5.4. The Recipient and the Authority will comply at all times with its respective obligations under UK Data Protection Legislation.
- 5.5. The Recipient shall ensure that any personal information concerning any Beneficiary disclosed to them in the course of delivering these Schemes is treated as confidential and should only be disclosed to a third party in accordance with the provisions of UK Data Protection Legislation. 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 Recipient shall:
- 5.5.1. have in place appropriate policies and procedures to recognise and maintain the Beneficiary's need for confidentiality; and
 - 5.5.2. ensure that without the consent of a Beneficiary, details of that individual Beneficiary are not released to any organisation not party to this Instruction.
- 5.6. The Recipient shall not use any information which they have obtained as a result of delivering the Schemes (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 5.7. On receipt of personal data from the Authority, the Recipient will become an independent controller of that data in that the Recipient, in delivering the

Schemes, will, at any time determine the purpose and means of the processing of the personal data. In doing so they shall comply with the applicable Data Protection Legislation in respect of their processing of such Personal Data, will be individually and separately responsible for its own compliance and with respect to its processing of Personal Data as independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

- 5.8. In the event of any unauthorised disclosure, the Recipient is responsible for following its local data protection arrangements and referring any personal data breach to the Information Commissioner's Office within 72 hours of identifying the initial incident.
- 5.9. 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 Recipient shall be bound by and will abide by the decision of the Authority.
- 5.10. Where a Recipient is responsible for an unauthorised disclosure in breach of this Instruction, that Recipient will be liable for any consequences of such unauthorised disclosure, including (but not confined to) any civil or criminal liability.
- 5.11. The Authority expects the Recipient to share relevant information on the delivery of the Schemes and on Beneficiaries with its partners; before doing so, the Recipient must ensure that a formal agreement has been signed with the relevant deliverers of the Schemes which flows down the terms of the Data Sharing Protocol
- 5.12. All approaches made by any person or organisation not party to this Instruction in respect of delivery to fund the Schemes must be referred to the Authority's press office for their advice and/or action.
- 5.13. Where applicable, the Recipient and the Authority are required to comply with the Information Acts, any subordinate legislation made, and any guidance issued by the Information Commissioner.
- 5.14. 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 Instruction.
- 5.15. No information shall be disclosed if such disclosure would be in breach or is exempted from disclosure under the Information Acts.
- 5.16. The Recipient shall ensure that it, and its Staff, complies with the Authority's data sharing protocols as described in Annex B.
- 5.17. The provisions of this Article 5 shall survive the termination of this Instruction, however that occurs.

6. FUNDING

Eligible Expenditure

- 6.1. Monies provided must not be used for any purpose other than achieving delivery of the Schemes outcomes detailed in this Instruction, nor is it permissible to vire any such funds elsewhere without prior written consent from the Authority.
- 6.2. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 6.3. The Funding may not be used to support or promote religious activity. This will not include activity designed to improve inter faith relationships and/or working.

Overpayments

- 6.4. The Authority must be notified at the earliest opportunity if a Recipient expects its Funding requirement to be lower than expected, to avoid Overpayments.
- 6.5. In the event that an Overpayment is made, howsoever caused, the Authority must be notified as soon as reasonably practicable. In such instances, the Authority may require immediate reimbursement of the Overpayment or may adjust subsequent payment(s) accordingly.

Cessation of Funding

- 6.6. The Authority's responsibility for providing Funding under this Instruction will cease when the Beneficiary's moves from the bridging hotel in the Recipient's area to their permanent accommodation and the commencement of the provision of accommodation and support and Funding is not claimable for any support provided beyond this anniversary.
- 6.7. Payments may also cease where the Beneficiary:
 - 6.7.1. dies,
 - 6.7.2. leaves the Recipient's area to live in another UK local authority area,
 - 6.7.3. indicates that they no longer wish to receive support under the Schemes,
 - 6.7.4. indicates that they are leaving the UK permanently,
 - 6.7.5. applies for some other Immigration status within the UK as advised by the Authority¹, or
 - 6.7.6. otherwise leaves or becomes ineligible for the Schemes.
- 6.8. In the event of any such occurrence under Clause 6.7, the Recipient must notify the Authority without delay.
- 6.9. For the purposes of Clause 6.7, the period will commence on the date of the beneficiary's first arrival in the Recipient's area to temporary bridging accommodation sourced by the Home Office.

¹ Excepting instances where a Refugee requests a change in immigration status in accordance with the 1 July 2017 [policy announcement](#).

- 6.10. The Authority reserves the right to cease making payments through this Instruction if it has reasonable grounds to believe that the Beneficiary has sought to deceive the Authority, the relevant Recipient or a partner agency in relation to their circumstances, including their inclusion on the Schemes or their activities whilst so involved.

Exceptional Costs

- 6.11. Payments may also be made to cover additional essential costs incurred by the Recipient above and beyond what could reasonably be regarded as normal expenditure and not available through other mainstream funding mechanisms. Funding from the Exceptional Costs budget may be used, amongst other things, to pay for:

- Support for children with identified educational needs
- Social Care provision

- 6.12. Before incurring Exceptional Costs, a Recipient shall seek agreement in writing from the Authority's Afghan Scheme Payments Team or risk having the claim rejected. The Authority will use its reasonable judgement when assessing mitigations for claims where this has not been possible. **See Annex D.**

- 6.13. All applications will be assessed, and payments made, on a case-by-case basis:

6.13.1. There is no minimum or maximum amount that can be claimed.

6.13.2. Exceptional Costs cannot be claimed for support provided to a Beneficiary that would normally be funded through mainstream health, education or through welfare payments.

6.13.3. Recipients must submit evidence of Exceptional Cost expenditure incurred (e.g. copy invoices) along with an Exceptional Costs claim form, before claims will be considered for payment.

- 6.14. The Authority will periodically review the operation of the Exceptional Costs process and budget.

General

- 6.15. Unauthorised spends that exceed the maximum stated Funding at **Schedule 1 1.23** rates will not be reimbursed by the Authority.
- 6.16. In all instances, Funding received is to be pooled and managed across all the Beneficiaries supported by the relevant Recipient.
- 6.17. The relevant Recipient will be the single point of contact for invoicing and payments.
- 6.18. Any payments made under this Instruction will also cover VAT or other duties paid by the Recipient to the extent that these are not otherwise recoverable by the Recipient.
- 6.19. Nothing in this Instruction shall be construed as providing or permitting the total relevant benefits to exceed the statutory limit (the 'benefit cap') prevailing at the time of payment.

7. DATA RECONCILIATION AND PAYMENTS

- 7.1. The Recipient shall complete applications for payment in the form set out in Annex A, which includes details of each Beneficiary and the financial support applied for.
- 7.2. Specific instructions for the completion of Annex A are included in the LA funding Excel workbook, which will be supplied by the Authority. The Annex A should only be submitted via the Authority's secure data transfer portal, "MoveIT DMZ", to ensure compliance with Data Protection Legislation.
- 7.3. The maximum daily tariff payable by the Authority is £28 per day, per Beneficiary. Claims can be made quarterly (i.e. every three (3) Months).
- 7.4. Payments will be made within thirty (30) Days of receipt of a correctly completed claim.
- 7.5. The Annex A submitted for payment should be received by the Authority no later than three (3) Months after the close of the period to which the application relates; late returns may result in payment being delayed. The Recipient will have the opportunity to make representations if they believe that the level of Funding received is less than that to which they are entitled under the terms of this Instruction. Any discrepancies regarding the amounts paid must be notified by the relevant Recipient to the Afghan Scheme Payments Team within one (1) Month of the Annex A response being sent, following reconciliation against the Authority's records.
- 7.6. At the end of the period for which support is paid, final checks will be carried out to ensure that the payments already made accurately reflect the amounts to which the Recipient is entitled. Payments made as a result of applications are to be regarded as payments on account, which will be finalised when the final claim is confirmed by the Authority. The Recipient should note that the format of the claim spreadsheets **must not** be altered.
- 7.7. Where a Recipient believes that the level of Funding actually paid by the Authority is less than that to which they are entitled under the terms of this Instruction, the Recipient may make representations to the Authority's Funding Team. Any discrepancies must be notified to the Afghan Scheme Payments Team within one (1) Month of a payment being made. Retrospective payments by the Authority for individuals not promptly included in the Annex A claim may be agreed only where exceptional circumstances can be shown.
- 7.8. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper, signed by a senior finance official. The Recipient is responsible for ensuring that the Authority has been notified of its correct bank account details and any subsequent changes. The information which the Authority requires to enable a new account or change of BACS payment details is as follows:

Supplier Details

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

Supplier Address Details

1. Registered Address
2. Credit Control/Finance Address

4. Vat registration number

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

- 7.9. In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information. Such notification must be provided in writing, in PDF format, and in accordance with the requirements of Clause 7.8.
- 7.10. The Recipient must record expenditure in their accounting records under generally accepted accounting standards in a way that the relevant costs can be simply extracted if required. Throughout the year, the Authority's Funding team will work with the Recipient to ensure the accuracy of claims, thereby reducing the need for audits at year-end.

8. MONITORING & EVALUATION

- 8.1. The Recipient should itself manage and administer the quality and level of delivery relation to the support it provides to Beneficiaries.
- 8.2. The Authority will require the Recipient to provide information and documentation regarding Beneficiaries for monitoring and evaluation purposes.
- 8.3. This will include the provision of individual level information on Beneficiaries for the evaluation of the Schemes. The evidence form should only be submitted via the Authority's secure data transfer portal, "MoveIT DMZ", to ensure compliance with UK Data Protection Legislation.
- 8.4. The Recipient shall provide information requested to monitor progress against the Statement of Outcomes. Visits may be made from time to time by the Authority or its appointed representatives, including the National Audit Office. Whilst there is no requirement for submission of detailed costings, the Recipient must be able to provide the costs for individual cases and will, if required, be expected to justify, explain, and evidence costs.
- 8.5. In all cases, to assist with monitoring and evaluation of the Schemes, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time, on an open book basis.

9. BREACH OF FUNDING CONDITIONS

- 9.1. Where a Recipient fails to comply with **any** of the conditions set out in this Instruction, or if any of the events mentioned in Clause 9.2 occur, then the Authority may reduce, suspend, or withhold payments, or require all or any part of the relevant payments to be repaid by the Recipient. In such

circumstances, the Recipient must repay any amount required under this Clause 9.1 within thirty (30) Days of receiving the demand for repayment.

- 9.2. The events referred to in Clause 9.1 are as follows:
- 9.2.1. The Recipient purports to transfer or assign any rights, interests or obligations arising under this Agreement without the agreement in advance of the Authority, or
 - 9.2.2. Any information provided in the application for Funding (or in a claim for payment or Exceptional Costs) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material, or
 - 9.2.3. The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

10. ACTIVITIES – GENERAL

Sub-contracting

- 10.1. When procuring works, goods, or services the Recipient must ensure that it complies with its statutory obligations, for example the Public Contracts Regulations 2015 in England, Northern Ireland & Wales. In any event, the Recipient shall demonstrate value for money and shall act in a fair, open, and non-discriminatory manner in all purchases of goods and services to support the delivery of the Schemes.
- 10.2. Where the Recipient enters into a contract (or other form of agreement) with any third party for the provision of any part of the Schemes, the Recipient shall ensure that a term is included in the contract or agreement requiring the Recipient to pay all sums due within a specified period: this shall be as defined by the terms of that contract or agreement, but shall not exceed thirty (30) Days from the date of receipt of a validated invoice.
- 10.3. The Recipient must take all reasonable steps to ensure that anyone acting on its behalf shall not bring the Authority or the Schemes into disrepute; for instance, by reason of prejudicing and/or being contrary to the interests of the Authority and/or the Schemes.

Hours of Operation

- 10.4. The Recipient shall note that the Authority performs normal business during the hours of 09.00 to 17.00 on Working Days.
- 10.5. The Schemes shall be provided at a minimum on each Working Day. The Authority recognises that in the interests of efficiency the exact availability and timings of the various service elements will vary. It is envisaged that some out of hour's provision will be required from the Recipient.
- 10.6. All premises used to deliver the Schemes elements should meet all regulatory requirements and be suitable for the purpose.

Complaints

- 10.7. The Recipient and/or its delivery partners shall develop, maintain, and implement procedures enabling:
 - 10.7.1. Beneficiaries to complain about the support and assistance provided by the Recipient,

- 10.7.2. Reporting and management of ‘cases of interest’². The Authority must be advised of such incidents as soon as reasonably possible, but in any event by the end of the next Working Day.

Staff Standards

- 10.8. At all times whilst delivering the Schemes the Recipient shall be mindful of the intent, and apply the spirit, of the UK Government’s “Code of Conduct for recipients of Government General Grants”³ which outlines the standards and behaviours that the government expects of all its Delivery Partners.
- 10.9. The Recipient shall:
- 10.9.1. ensure that the recruitment, selection and training of Staff, are consistent with the standards required for the performance of the outcomes,
 - 10.9.2. fully equip and train Staff to ensure they are able to fulfil their roles and ensure that appropriate and sufficient security provisions are made for all Staff undertaking face-to-face activities,
 - 10.9.3. ensure that Staff levels are appropriate at all times for the purposes of the delivering the Schemes and ensure the security and well-being of all Beneficiaries, dependent children, and its Staff,
 - 10.9.4. take all reasonable steps to ensure that they and anyone acting on their behalf shall possess all the necessary qualifications, licences, permits, skills and experiences 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 Recipient), and
 - 10.9.5. ensure that it has relevant organisational policies in place to deliver the activities funded by this Instruction. These shall remain current for the duration of this Instruction and be reviewed regularly by appropriately senior staff. All staff must be aware of these policies and of how to raise any concerns.
 - 10.9.6. that all applicants for employment in connection with the Schemes are obligated to declare on their application forms any previous criminal convictions subject always to the provisions of the Rehabilitation of Offenders Act 1974.
- 10.10. In addition, the Recipient shall ensure that all Staff:
- 10.10.1. employed or engaged have the right to work in the United Kingdom under applicable immigration law, and
 - 10.10.2. are suitable and of good character to provide support to Beneficiaries. Consideration must be given to eligibility for Disclosure and Barring Service (DBS) 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 Recipient shall

² The Authority will provide guidance on ‘cases of interest’ upon request

³ <https://www.gov.uk/government/publications/supplier-code-of-conduct>

follow its internal policy and carry out an appropriate risk assessment before an offer of employment is made, and

10.10.3. who are likely to have unsupervised access to children under the age of 18 have 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 Local Authority's guidance and procedures, and

10.10.4. 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 Recipient shall use all reasonable endeavours to ensure that Staff do not provide immigration advice or immigration services unless they are "qualified" or "exempt" as determined and certified by OISC.

10.10.5. Safeguarding responsibilities and obligations apply for as long as personnel, including volunteers, have formal involvement with the Local Authority in delivering resettlement and integration services to the beneficiary

10.11. The Recipient shall, on request, provide the Authority with details of all Staff delivering the Schemes.

10.12. The Recipient shall, on request, provide the Authority with job descriptions for all Staff selected to work on the project.

10.13. The Recipient shall use all reasonable endeavours to comply with the requirements of the Computer Misuse Act 1990.

10.14. The Recipient shall implement the Schemes in compliance with the provisions of UK Data Protection Legislation.

11. LIABILITY

11.1. The Authority accepts no liability to the Recipient or to any third party for any costs, claims, damage or losses, however they are incurred, except to the extent that they are caused by the Authority's negligence or misconduct.

12. DISPUTE RESOLUTION

12.1. The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Instruction.

12.2. The Parties may settle any dispute using a dispute resolution process which they agree.

12.3. If the Parties are unable to resolve a dispute in line with the requirements of Clauses 12.1 or 12.2, the dispute may, by agreement between the Parties, be referred to mediation in accordance with the Model Mediation Procedure issued by the Centre for Effective Dispute Resolution ("CEDR"), or such other mediation procedure as is agreed by the Parties. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation the Party shall give notice in writing (the ADR Notice) to the other Party, and that latter Party will choose whether or not to accede to mediation. A copy of the ADR Notice should be sent to CEDR. The mediation will start no later than ten (10) Working Days after the date of the ADR Notice.

- 12.4. The performance of the obligations which the Recipient has under this Instruction will not cease or be delayed because a dispute has been referred to mediation under Clause 12.3 of this Instruction.

13. CONTACT DETAILS

For queries relating to this Instruction or the submission of payment applications, please email the Afghan Scheme Payments team at:
Afghanschemepayments@homeoffice.gov.uk

SCHEDULE 1

POST-ARRIVAL RELOCATION SUPPORT

1. PART 1 – STATEMENT OF OUTCOMES

The Authority will pay the Recipient funding of up to £28 per beneficiary per day to deliver the following services:

Welcome and ongoing support

- 1.1 Provide meet and greet services as new hotel is engaged and provide ongoing support within hotels through regular surgeries and advice sessions.
- 1.2 Identify essential and longer- terms needs from the Beneficiaries in the hotels.
- 1.3 Engage with the voluntary sector to meet needs from the Beneficiaries in the hotels.
- 1.4 Engage with the voluntary sector to meet needs, arrange activities, provide local integration support, and make connections with local groups.
- 1.5 Manage donations and offers of support from the local community and ensure fair and equitable distribution of goods.
- 1.6 Work alongside other partners in the hotels (e.g. DWP) to act as a liaison point between local and central government to escalate issues.
- 1.7 Ensure the specific needs of women and girls are factored into the design and delivery of services to ensure participation/access. Consider the needs of other disadvantaged or marginalised groups (e.g. LGBTQI).
- 1.8 Support beneficiaries to access local transport provisions e.g. understanding options for local transport and providing advice and guidance around the region.
- 1.9 Issue documents and paperwork as required.
- 1.10 Provide clear, translated information to Beneficiaries.

Healthcare

- 1.11 Ensure health support is provided in the hotel or through healthcare providers to meet the immediate needs of Beneficiaries.
- 1.12 Ensure all Beneficiaries are given access to NHS services including providing access to GPs and are provided with NHS numbers.
- 1.13 Update Beneficiaries with latest COVID advice and support compliance.

Policing and Security

- 1.14 Identify local policing or security requirements (including community cohesion) and work with local policing and community support officers to mitigate risk.

Safeguarding

- 1.15 Offer a full safeguarding support service, in line with statutory responsibilities, channelled via the adult and child LA safeguarding processes.

Financial

- 1.16 The Recipient will provide a weekly cash allowance for each Beneficiary
- if they are not in receipt of a Home Office cash card, or
 - if they are not in receipt of welfare benefits from DWP.

Employment

- 1.17 Support Beneficiaries' to gain a National Insurance Number.

Reporting on outcomes

- 1.18 The Recipient shall provide bespoke support for each family or individual while they remain in bridging hotel accommodation provided by the Home Office to help facilitate their orientation into their new home/area.
- 1.19 Throughout the period of support the Recipient shall ensure interpreting services are available where necessary.
- 1.20 The above outcomes will be provided through a combination of office-based appointments, drop-in sessions, outreach surgeries and temporary accommodation visits (virtual or in person).
- 1.21 The Recipient shall collate such casework information as is agreed to enable the Authority to monitor and evaluate the effectiveness of these arrangements.

Requirements for Beneficiaries with special needs/assessed community care needs:

- 1.22 Where special needs/community care needs are identified only after arrival in the UK, the Recipient will use its best endeavours to ensure that care is provided by the appropriate mainstream services as quickly as possible.

Funding and Claims Process

- 1.23 The Authority agrees to provide Funding as a contribution to the Recipient's eligible expenditure delivering the outcomes described in Part 1 of this Schedule 1 (paragraphs 1.1 to 1.22, inclusive), on a standard per capita per day for each Beneficiary as follows:

Descriptor	Tariff (£)
Wraparound support	£28.00 per person, per day
Cash Support (per person per week - if required)	Variable rates see below *

*Cash support – limited to a maximum of 4 months			
Single (under 25)	Single (25 or over)	Couples	Child (under 18)
£59.20 per week	£74.70 Per week	£117.40 Per week	£37.75 Per week

* **Cash support should only be paid if the beneficiaries are not already receiving funding via:**

- **Home Office issued cash card; or**
- **DWP mainstream benefits.**

Please be aware that evidence of actual monies paid out must be provided with claims.

1.24 Cash support payments will be made based on the age of the Beneficiary on arrival in the UK. The process for claiming reimbursement of cash support is explained in **Annex C**.

ANNEX A – EXPENDITURE CLAIM PRO-FORMA

The following Annex A Excel spreadsheets, and Exceptional Costs claim form will be provided separately by the Afghan Scheme Payments Team.

- Afghan Annex A 2021/22 – LAs providing Hotel Wraparound Support
- Afghan Cash Benefit Costs Claim Form 2021-22
- Afghan – Other - Exceptional Costs Claim Form 2021-22

ANNEX B – 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.
- 1.2 This DSP sets out the rules that the Recipient must follow when handling information classified as “personal data” by UK Data Protection Legislation in force.

2. DATA PROTECTION LEGISLATION

- 2.1 The UK Data Protection Legislation stipulates specific obligations upon all individuals who process personal data which must be adhered to. The UK 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:
 - (i) processed lawfully, fairly and in a transparent manner in relation to individuals;
 - (ii) 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;
 - (iii) adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed;
 - (iv) 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;
 - (v) 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 UK GDPR in order to safeguard the rights and freedoms of individuals; and,
 - (vi) 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 UK 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 Beneficiaries 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
- 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 the internal policies SMPs and local authorities will have regarding reporting data breaches to the ICO in their role as data controller in accordance with 5.6 above.
- 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 UK 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 UK 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 a Beneficiary:

5.1.1 Family Questionnaire (where available)

5.1.2 Name list of arrivals

5.1.3 Temporary bridging hotel individual survey

6. STORAGE, RETENTION AND DESTRUCTION SCHEDULE

6.1 The Recipient will keep all personal information shared securely in accordance with the handling instructions associated with the information security classifications as well as its own data retention and destruction schedules.

6.2 Recipients will not retain the personal information for longer than is necessary for the purpose of resettlement activity as outlined in the funding instruction.

6.3 A regular review shall be conducted by the Recipient to assess the necessity of retaining the Beneficiary's personal data. Once the data is no longer relevant for those purposes it will be destroyed securely.

7. CENTRAL POINTS OF CONTACT FOR ISSUES, DISPUTES AND RESOLUTION

7.1 The Recipient 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.

7.2 Any operational issues or disputes that arise as a result of this DSP must be directed in the first instance to the Local Authority Engagement Team Strategic Regional leads.

8. STAFF RESPONSIBILITIES

- 8.1 Staff authorised to access a Beneficiary's personal data are personally responsible for the safekeeping of any information they obtain, handle, use and disclose.
- 8.2 Staff should know how to obtain, use and share information they legitimately need to do their job.
- 8.3 Staff have an obligation to request proof of identity or takes steps to validate the authorisation of another before disclosing any information requested under this DSP.
- 8.4 Staff should uphold the general principles of confidentiality, follow the guide-lines set out in this DSP and seek advice when necessary.
- 8.5 Staff should be aware that any violation of privacy or breach of confidentiality is unlawful and a disciplinary matter that could lead to their dismissal. Criminal proceedings might also be brought against that individual.

9. FREEDOM OF INFORMATION REQUESTS

- 9.1 Both the Authority and the Recipient 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 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; and
 - Not disclose any personal data that would breach the principles of the UK Data Protection legislation.

10. METHOD OF TRANSFER OF A BENEFICIARY'S PERSONAL DATA

- 10.1 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.
- 10.2 The Recipient shall be given access to MOVEit over a web-based browser. Once this arrangement is operative, the Recipient 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 Memorandum.
- 10.3 A list of authorised Staff should be available for inspection if requested by the Authority.

11. RESTRICTIONS ON USE OF THE SHARED INFORMATION

- 11.1 All information on a Beneficiary that has been shared by the Authority must only be used for the purposes defined in Section 3 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.
- 11.2 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.
- 11.3 A full record of any secondary disclosure(s) must be made if required by law or a court order on the Beneficiaries case file and must include the following information as a minimum:
- Date of disclosure;
 - Details of requesting organisation;
 - Reason for request;
 - What type(s) of data has been requested;
 - Details of authorising person;
 - Means of transfer (must be by secure); and
 - Justification of disclosure.
- 11.4 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.

12. AUDITS

- 12.1 The Recipient 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.
- 12.2 The Authority confirms that no other information would be reviewed or audited for this purpose.

ANNEX C - GUIDE TO CLAIMING CASH SUPPORT COSTS

1. While Beneficiaries are waiting for the payment of mainstream benefits, the Recipient is required to provide financial support.
2. Claims for cash support costs should be made every two (2) months in arrears.
3. All claims must be evidenced.

For cash support – this may be in the form of a statement from the Recipient's finance officer and showing details of:

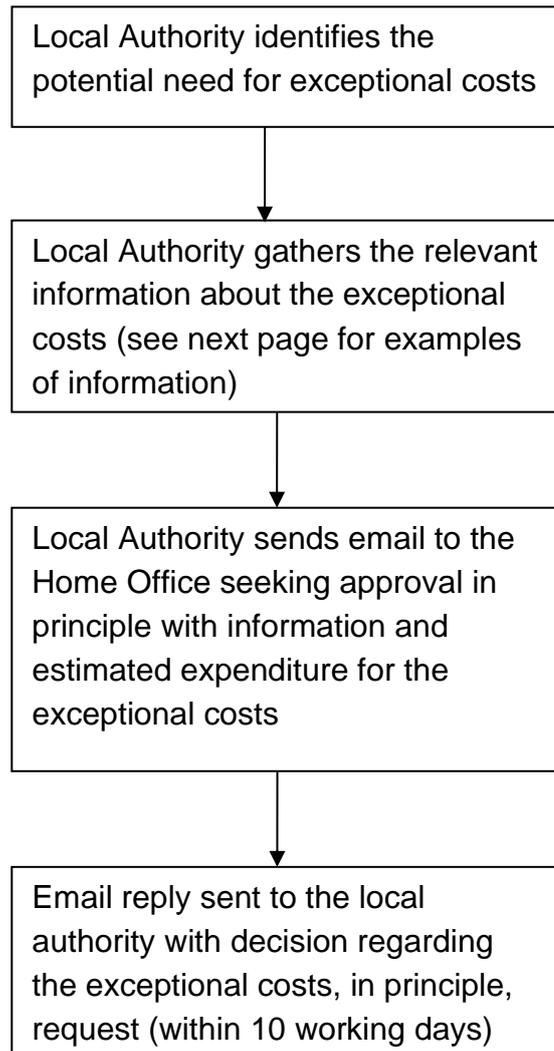
- Names of Beneficiaries
- Dates that the payments were made
- Amount paid

4. Please ensure that each claim is submitted with a fully completed ***Afghan Cash Benefit Costs Claim Form 2021-22 – this will be provided separately to this Funding Instruction.***
5. All claims should be sent to Home Office via MOVEit and uploaded to the Recipient's SRP – Annex A sub-folder.
6. Queries should be sent to afghanschemepayments@homeoffice.gov.uk

ANNEX D – GUIDE TO CLAIMING EXCEPTIONAL COSTS

'In principle' approval needs to be sought from the Afghan Scheme Local Authority Payments Team in advance of any costs being incurred. Where there is an urgency, please contact the Afghan Scheme Payments Team lead.

Approval in principle



Delays may occur when the Home Office receives insufficient information to decide in principle.

Processing an exceptional cost claim

