



Home Office

Funding Instruction for local authorities in the support of the United Kingdom's Afghan Locally Engaged Staff Ex Gratia & Afghan Relocation and Assistance Schemes

Financial Year 2021-2022

Resettlement Operations

Lunar House

Croydon

CR9 2BY

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TERMS AND CONDITIONS OF FUNDING

1. DEFINITIONS

- 1.1. An “**Adult**” for the purpose of the English language provision means a Beneficiary who is 19-years of age or older, or who turns 19 within the first twelve (12) Months of arrival in the UK.
- 1.2. An “**Annex**” means the annexes attached to this Funding Instruction.
- 1.3. The “**Authority**” means the Secretary of State for the Home Department acting through the Resettlement Operations on behalf of the Crown.
- 1.4. A “**Beneficiary**” means those eligible for relocation under the Afghan Locally Engaged Staff Ex Gratia and Afghan Relocation and Assistance schemes and their immediate dependants.
- 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. “**Critical Success Factors**” means the indicators required to assess the success of the Funding against its intended outcome.
- 1.8. “**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.
- 1.9. 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.
- 1.10. “**Day**” means any calendar day Monday through Sunday (inclusive).
- 1.11. “**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.

- 1.12. **“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 22 June 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.
- 1.13. **“ESOL”**¹ means a formal ‘English for Speakers of Other Languages’, or other equivalent formal language skill support.
- 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. **“Formal Language Training”**² Formal Language Training” means the provision of ESOL that, where possible, should lead to Beneficiaries attaining accredited qualifications from a provider regulated by an appropriate national body (i.e. OFQAL, SQA or Qualifications Wales). This also includes courses which do not themselves lead to an accredited qualification, but which help Beneficiaries to later access a course which does lead to an accredited qualification. For instance, non-regulated provision offered by providers at pre-entry level, for which there are no accredited qualifications. All formal language training must meet the following key characteristics:
- 1.16.1. Their delivery is led by qualified tutors, and
- 1.16.2. They are appropriate to individual Beneficiary’s abilities as identified following a diagnostic assessment led by a qualified ESOL tutor, and
- 1.16.3. They follow agreed curricula³.
- 1.17. The **“Funding Instruction”** (or the **“Instruction”**) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.18. **“Funding”** means the Authority’s financial contributions towards a Recipient’s Eligible Expenditure incurred supporting Beneficiaries for up to twelve (12) Months following their arrival into a local authority area and the commencement of the provision of housing and support and in accordance with the terms and outcomes of this Instruction.
- 1.19. **“Informal Language Training”**⁴ means language training provision that does not have any or all of the characteristics described in 1.16 for example, it can take place in any location, may or may not have a pre-set curriculum and will usually be provided in a structured or semi-structured way, delivered by a range of people including volunteers. It can include confidence building, active citizenship and a whole host of leisure or community activities.
- 1.20. **“Information Acts”** means the Data Protection Legislation, Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations

¹ Please also refer to the Guidance on Commissioning ESOL for further information

² Please also refer to the Guidance on Commissioning ESOL for further information

³ Please also refer to [the Excellence Gateway](#) for further information on the ESOL national curriculum and Skills for Life Curriculum

⁴ Please also refer to the Guidance on Commissioning ESOL for further information

2004 (“EIR”) in force, and any applicable implementing Laws as amended from time to time.

- 1.21. **“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.
- 1.22. **“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.
- 1.23. The **“Local Administrator”** means a senior member of the Recipient’s staff who will act as the single point of contact for authorising access to the Recipient’s designated FSA within MOVEit.
- 1.24. A **“Month”** means a calendar month.
- 1.25. **“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.
- 1.26. An **“Overpayment”** means Funding paid by the Authority to the Recipient in excess of the amount actually due.
- 1.27. **“Personal Data”** has the meaning given to it in UK Data Protection Legislation.
- 1.28. 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.
- 1.29. **“Schedule”** means the Schedules attached to this Funding Instruction.
- 1.30. **“The Schemes”** means the Afghan Locally Engaged Staff Ex Gratia Scheme or the Afghan Relocation and Assistance Policy.
- 1.31. **“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.
- 1.32. **“SMP”** means Strategic Migration Partner.
- 1.33. **“Third Party”** means any party whether person or organisation other than the Authority or the Recipient.
- 1.34. A **“Working Day”** means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

2. THIS INSTRUCTION

- 2.1. It consists of 13 Clauses, 1 Schedule and 6 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. during the first twelve (12) Months following arrival into a local authority area and the commencement of the provision of housing and support, – Schedule 1, Part 1.
 - 2.2.2. improve their English language skills to assist with integration and improve employability – Schedule 1, Part 2.

3. SCOPE

Claims can be made under this instruction for Beneficiaries who have arrived in the UK since 22 June 2021 under one of the relocation schemes stated at paragraphs 3.1. and 3.2.

- 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.
- 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. Local authorities will provide a package of support and assistance to those arriving under the scheme to help them to adjust to life in the UK. The level of the tariff and associated support costs has been agreed by the MoD and HMT to allow local authorities to provide a high level of intensive interventions and support in the 12 months following arrival into a local authority area and the commencement of the provision of housing and support to enable self-sufficiency for those relocated under these Schemes. Given this intensive provision no funding is being made available for later years.
- 3.3. The Authority is responsible for identifying Beneficiaries for relocation to the UK in liaison with the MoD.
- 3.4. 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 for up to twelve (12) months following arrival into a local authority area and the commencement of the provision of housing and support as further described in this Instruction.
- 3.5. 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.
- 3.6. 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.
- 3.7. 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 22 June 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. Any funding issues resulting from a Beneficiary moving permanently from a participating local authority during the maximum twelve (12) Month term of the

Funding are to be resolved between the Recipient and the relevant local authority.

- 6.3. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 6.4. 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

- 6.5. The Authority must be notified at the earliest opportunity if a Recipient expects its Funding requirement to be lower than expected, to avoid Overpayments.
- 6.6. 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

- 6.7. The Authority's responsibility for providing Funding under this Instruction will cease no later than the twelve (12) Month anniversary of the Beneficiary's arrival into a local authority area and the commencement of the provision of accommodation and support and Funding is not claimable for any support provided beyond this anniversary.
- 6.8. Payments may also cease where the Beneficiary:
 - 6.8.1. dies,
 - 6.8.2. leaves the Recipient's area to live in another UK local authority area,
 - 6.8.3. indicates that they no longer wish to receive support under the Schemes,
 - 6.8.4. indicates that they are leaving the UK permanently,
 - 6.8.5. applies for some other Immigration status within the UK as advised by the Authority⁵, or
 - 6.8.6. otherwise leaves or becomes ineligible for the Schemes.
- 6.9. In the event of any such occurrence under Clause 6.8, the Recipient must notify the Authority without delay.
- 6.10. For the purposes of Clause 6.7, the twelve (12) Month period will commence on the date of the beneficiary's first arrival in the Recipient's area – be it to temporary bridging accommodation sourced by the Home Office or permanent accommodation provided by the Recipient under the Schemes and will continue unbroken until the end of that twelve (12) month period.
- 6.11. 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

- 6.12. 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:
- Property Adaptations (see Annex D)
 - Property Void Costs (see Annex E)
 - Support for children with identified educational needs
 - Social Care provision
- 6.13. 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 F.**
- 6.14. All applications will be assessed, and payments made, on a case-by-case basis:
- 6.14.1. There is no minimum or maximum amount that can be claimed.
- 6.14.2. Exceptional Costs cannot be claimed for support provided to a Beneficiary that would normally be funded through mainstream health, education or through welfare payments.
- 6.14.3. 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.
- 6.15. The Authority will periodically review the operation of the Exceptional Costs process and budget.

General

- 6.16. Unauthorised spends that exceed the maximum stated Funding levels will not be reimbursed by the Authority.
- 6.17. In all instances, Funding received is to be pooled and managed across all the Beneficiaries supported by the relevant Recipient.
- 6.18. The relevant Recipient will be the single point of contact for invoicing and payments.
- 6.19. 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.
- 6.20. 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. Payments will be made within thirty (30) Days of receipt of a correctly completed claim.
- 7.4. 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.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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
4. Vat registration number

Supplier Address Details

1. Registered Address
2. Credit Control/Finance Address

Contact Details

1. Email address for purchase orders
2. Email address for remittance advice

Payment Details

1. Bank Name
2. Branch name and address

- | | |
|--|------------------------------|
| 3. Email address for invoice queries | 3. Company Bank Account Name |
| 4. Telephone Number for Accounts Receivable/Credit Control | 4. Bank Account Number |
| | 5. Bank Account Sort Code |

- 7.8. 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 7.7.
- 7.9. 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 relating 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. The information must be submitted at the end of the Funding Period using the template reporting form. This should only be submitted via the Authority's secure data transfer portal, "MoveIT DMZ", to ensure compliance with UK Data Protection Legislation.
- 8.4. At a minimum, the Recipient should ensure it provides reports detailing 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'⁶. 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

⁶ The Authority will provide guidance on 'cases of interest' upon request

- 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"⁷ 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 (DBS2) 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 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

⁷ <https://www.gov.uk/government/publications/supplier-code-of-conduct>

- 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.
- 10.11. 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 CVs and/or 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

Provision of accommodation:

- 1.1 The Recipient will arrange accommodation for arriving Beneficiaries which:
- 1.1.1 meets local authority standards, and
 - 1.1.2 is affordable and sustainable.
- 1.2 The Recipient will ensure that the accommodation is furnished appropriately. The Funding should not be used to procure luxury items: This means that Funding received should be used for food storage, cooking and washing facilities but should not include the provision of other white goods or brown goods, i.e. TVs, DVD players or any other electrical entertainment appliances. This shall not preclude the Recipient from providing Beneficiaries with additional luxury, white or brown goods through other sources of funding.
- 1.3 The Recipient shall ensure that the Beneficiaries are registered with utility companies and ensure that arrangements for payments are put in place (no pre-pay coin or card meter accounts)⁸.
- 1.4 The Recipient will provide briefings on the accommodation and health and safety issues for all new arrivals including the provision of an emergency contact point.

Initial Reception Arrangements

- 1.5 Once Beneficiaries arrive in the Recipient's accommodation (either temporary accommodation provided by the Home Office or permanent accommodation provided by the Recipient); the Recipient will ensure that Beneficiaries are provided with a welcome pack of groceries on their arrival – the content of this pack should take into account the culture and nationality. In the event that Beneficiaries are not in receipt of welfare benefits/in employment on their arrival into the Recipients local authority area, the Recipient will provide a weekly cash allowance for each Beneficiary – this is to ensure they have sufficient funds to live on while assistance is provided to register for and claim benefits.

Casework Support

- 1.6 The Recipient should ensure that Beneficiaries are provided with a dedicated source of advice and support to assist with registering for mainstream benefits and services, and signposting to other advice and information giving agencies – this support includes:

⁸ It is the Authority's preference that pre-pay coin or card meter accounts should not be used as these are generally more costly for the Beneficiary. Recipients seeking exceptions should liaise through the Authority's relevant Local Authority Contact Team.

- 1.7.1 Assisting with the distribution of Biometric Residence Permits following arrival (where necessary).
 - 1.7.2 Registering with local schools, or if Adults, English language and literacy classes (see paragraphs 1.14-1.21).
 - 1.7.3 Attending local Job Centre Plus appointments for benefit Assessments.
 - 1.7.4 Registering with a local GP, and other healthcare providers in line with identified medical needs.
 - 1.7.5 Providing assistance with access to employment.
- 1.7 The Recipient shall develop an overarching (or framework) support plan and bespoke support plans for each family or individual for the first twelve (12) Month period of their support to facilitate their orientation into their new home/area.
- 1.8 Throughout the period of support the Recipient shall ensure interpreting services are available where necessary.
- 1.9 The above outcomes will be provided through a combination of office-based appointments, drop in sessions, outreach surgeries and home visits (virtual or in person).

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

- 1.10 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.
- 1.11 Where sensitive issues (including safeguarding issues or incidents of domestic abuse, violence or criminality) are identified pre-arrival by the Authority, the Authority will notify the Recipient immediately, and not longer than one (1) Day, after its receipt of the information.

English Language Provision for Adult Beneficiaries

- 1.12 The purpose of language training is: to ensure that each Adult Beneficiary is able to progress towards the level of proficiency needed to function in their everyday life; to promote integration; and to support beneficiaries to progress towards self-sufficiency, including accessing services or joining the workforce if they are seeking employment.
- 1.13 The Recipient shall undertake an assessment of each Adult Beneficiary's English language capability to determine their training needs; this assessment should take place at the earliest opportunity. The Adult Beneficiary should be made aware of their assessment level. The assessment should determine whether Formal Language Training is appropriate, and where Informal Language Training should be used to complement, or as a foundation for, Formal Language Training. As a minimum, Adult Beneficiaries should be able to access conversational practice to consolidate/complement their Formal Language Training.
- 1.14 If Formal Language Training is deemed appropriate according to their assessment, the Adult Beneficiary should be able to access a minimum of eight (8) hours per week within one (1) Month of arrival. This should be provided to Adult Beneficiaries until they have reached Entry Level 3 or for at least twelve (12) months after their arrival in the UK, (whichever is the sooner).

- 1.15 Different Adult Beneficiaries will face different barriers to participating in Formal Language Training depending on their unique circumstances. There is, therefore, not a singular uniform activity that this Funding should be used for. Instead, the Recipient's use should be informed by the nature of existing local provision and by each Adult Beneficiary's specific circumstances and requirements. Possible activities include but should not be considered limited to:
- 1.15.1 Funding payments for mainstream Formal Language Training.
 - 1.15.2 Commissioning discrete Formal Language Training classes for Adult Beneficiaries or funding advanced levels of ESOL for those that have a higher level of English language proficiency.
 - 1.15.3 Supporting the delivery of the minimum eight (8) hours provision per week.
 - 1.15.4 Language training supporting access to employment, further education, or higher education.
 - 1.15.5 Commissioning classes at the level which faces the greatest pressure in the area with the agreement that some of the Adult Beneficiary attend – along with other students – and with the agreement that the additional capacity created allows Adult Beneficiaries at other levels to attend mainstream classes.
 - 1.15.6 Funding evening and weekend classes.
 - 1.15.7 Funding online resources to complement face to face ESOL provision.
- 1.16 The Funding is prioritised for participation in ESOL provision. However, if there is a lack of available provision, up to 25% of the Funding can be spent to increase ESOL infrastructure, and therefore future participation rates, where deemed absolutely necessary. ESOL infrastructure could include, for example, training ESOL teachers, buying equipment and resources and renting classroom space. The Recipient will be expected to report back on the proportion of spend on ESOL infrastructure.
- 1.17 For some Adult Beneficiaries, attending Formal Language Training will be more challenging than for others. For example, they might have caring responsibilities, a disability or find attending Formal Language Training difficult. In these instances, it is important that steps are taken to address these barriers so the 25% ESOL infrastructure element of the Funding (as set out in Schedule 1, 1.16) can be used to support activities that help overcome accessibility barriers.
- 1.18 The Recipient, however, should look to utilise other local or central funding sources or services, wherever possible.
- 1.19 In instances where Adult Beneficiaries arrive outside term time, making immediate access to Formal Language Training difficult, alternative Informal Language Training should instead initially be provided within one (1) month of arrival.
- 1.20 The provision of Informal Language Training is also a suitable alternative in instances where a Beneficiary is assessed as being at pre-entry ESOL level or finds a Formal Language Training environment a barrier to accessibility, which cannot be resolved using the infrastructure funding set out in (para 1.16).
- 1.21 In such instances as Schedule 1, 1.19 and 1.20, the Recipient should encourage the Adult Beneficiary to access Formal Language Training in the future. This is because Informal Language Training cannot provide accredited

qualifications which are often necessary for accessing employment, further study or training.

- 1.22 Funding to support Adult Beneficiaries' language training needs can be claimed through and this is a single payment to be claimed within the first 12 months of arrival into a local authority and the commencement of the provision of housing and support.

Delayed and Cancelled Arrivals

- 1.23 In the event of a delayed arrival, the Recipient can claim rent and council tax costs incurred until the arrival. The Recipient should be aware that the tariff has been calculated to pay for a period of void costs. To reflect this, fifty-six (56) days void costs "voids" are already built into the tariff to enable Recipients to secure properties before beneficiaries arrive.

- 1.24 In the event of a cancelled arrival funding will be available for those incurring costs (e.g. for void and set up) for cancelled arrivals. The Authority will accept claims for void costs for the property/ies concerned. Void costs will be payable:

- from the date that you became liable for the rent or the date that the property was formally offered to the Authority (whichever is later),
- to the date of the Authority email notifying you to release the property, or
- in cases where you have already advised us that you could no longer hold the property/ies, void costs will be paid to the date of that notification.

Funding and Claims Process

- 1.25 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 1.29, inclusive), on a standard per capita per annum rate for each Beneficiary as follows:

| Descriptor | Tariff (£) |
|---|--------------------|
| Integration Support Package (per person for 12 months following arrival) | 10,500 |
| ESOL (single payment per adult who requires it) | 850 |
| Cash Support ** (per person per week up to a maximum of 4 months – if required) | Variable Tariffs * |
| Rent/Accommodation ** (per person per day, up to a maximum of 4 months – if required) | £15 |

| *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 |

** These payments are limited to a maximum of 4 months or until the beneficiaries receive mainstream benefits – whichever occurs first.

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

- 1.26 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 and rent costs are explained in Annex E.
- 1.27 Once these maxima have been reached, no further funding will be paid by the Authority to a Recipient save for any claims made in respect of Exceptional Costs (see Terms & Conditions, Clauses 6.12 and 6.13).
- 1.28 On the Day of a Beneficiary's arrival into local authority and the commencement of provision of housing and support, the Recipient will be eligible to claim 40% of the total projected annual per capita amount for that person. The Recipient must make a claim on the Afghan Schemes Annex A.
- 1.29 The remainder will be due in two equal instalments at the end of the fourth (4th) and eighth (8th) Months following the Beneficiary's arrival in the UK.
- 1.30 The per capita tariff includes an element for the Recipient to cover up to fifty-six (56) Days (i.e. eight weeks) of void costs. The process for claiming additional / exceptional void costs is explained in Annex F.

2. PART 2 – ACCESS TO ESOL: STATEMENT OF OUTCOMES FOR ADDITIONAL FUNDING TO SUPPORT ENGLISH LANGUAGE PROVISION FOR ADULT BENEFICIARIES

Increasing Access to Language Training

- 2.1 The Funding is primarily intended to increase Adult Beneficiaries' access to Formal Language Training appropriate to their ability and needs. It is recognised that a large number of arrivals will not require this support given their previous roles working for the UK, however a small number will, in addition to other adult family members.
- 2.2 It can also be used to support Informal Language Training (Schedule 1, paragraph 1.20).
- 2.3 It is intended that this Funding be used in a way that promotes integration and the journey towards self-sufficiency.

Funding and Claims Process

- 2.7 A per capita payment may be claimed for each Adult Beneficiary provided with language training by the Recipient at the following standard rate:

| Unit Costs (£GBP) ⁹ (see para 2.11 below) | |
|--|--|
| Adult (aged 19+ on arrival) | £850 – claim on arrival into a local authority area and following the commencement of the provision of housing and support |
| Adult (aged 18+ on arrival) | £850 – claim once beneficiary attains 19 years |

- 2.8 A Recipient may 'pool' any Funding claimed, at a local or regional level, so as to maximise its ability to effectively identify individuals' language training requirements, be responsive to these needs through the most appropriate delivery arrangements and range of providers within a local area.
- 2.9 Following a Beneficiary being assessed as eligible (Schedule 1, paragraph 1.15), the Recipient will be able to claim.
- 2.10 The Recipient must make a claim on the standard claim form (Annex A) to receive payment. ESOL should be inserted in column O of the Annex and the standard tariff of £850 inserted in column P against each Beneficiary for whom the Funding is being claimed.
- 2.11 Claims for the £850 ESOL employability funding may be claimed for each adult beneficiary who on arrival into a local authority area (and following the commencement of the provision of housing and support) are 19 years + or reach the age of 19 years during this period.

⁹ Payment values are valid only for the duration of this Instruction; future years are indicative and may, from time to time, be adjusted by the Authority.

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 – Year 1 initial claim
- Afghan Annex A – Year 1 subsequent claims

- Afghan Rent & 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

5.1.2 Name list of arrivals

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 – PROPERTY ADAPTATIONS

'In principle' approval would need to be sought from the Afghan Scheme Local Authority Payments Team in advance of any work being undertaken. Costs would be expected to be in line with average costs for each adaptation shown in the table above. The Schemes will consider reasonable property adaptation reversal costs – approval would need to be sought from the Afghan Scheme Local Authority Payments Team prior to any work.

Property adaptations for Beneficiaries who have mobility issues are divided into two categories:

- a) minor adaptations which are included within the tariff rate, and
- b) major adaptations which may be paid for from the Exceptional Cases fund.

Minor adaptations

These are works that do not need any structural changes to the property including:

- grab rails
- stair rails
- lever taps
- level access thresholds
- half steps to doors
- flashing/vibrating doorbells/smoke alarms, and
- over bath showers.

These would be paid for from the standard tariff for each Beneficiary.

Major adaptations

These are works that do need structural changes to the property and can include:

| Adaptation | Estimated average cost (£GBP) |
|---|---|
| level access shower facilities | £3,500 |
| Stairlifts | £1,500 (Straight) – £5,000 (Corners) |
| Ramps | £500 to £1000 |
| changing the height of kitchen work surfaces | £2000 |
| adapting your home for wheelchair use such as widening doorways | £600 - £800 per door |
| ground floor bathroom/bedroom facilities | £2000 to £3000 |

These may be funded by the exceptional cases fund following an assessment by an occupational therapist or similarly qualified person. The maximum that can be spent on any property is £30,000 and should not include extensions.

If a grant is made available for adapting a Social or Private Rented property the landlord is required to make the property available for letting by the tenant for a period of five (5) years upon completion of the work, in line with the Disabled Facility Grant arrangements.

ANNEX D – VOID COSTS FOR FOUR BEDROOM PROPERTIES

1. Local authorities are already able to use the Year One tariff (see Schedule 1, Part 1) to pay for a period of void costs. To reflect this, fifty-six (56) Days void costs ('voids') are already built into the tariff to enable Recipients to secure properties before Beneficiary families arrive.
2. The Authority understands the supply challenges associated with securing four (4) or more bedroom properties in particular. To support Recipients and Community Sponsors to secure these properties when they become available, the Authority has agreed to fund an additional twenty-eight (28) Days voids as an Exceptional Cost outside of the tariff. This will bring the total period of voids covered up to eighty-four (84) Days.

Criteria

3. Recipients can submit an Exceptional Costs claim to pay for up to an additional twenty-eight (28) Days voids for four (4) bedroom properties only.
4. All claims must be accompanied by evidence demonstrating excess voids were incurred over and above the tariff fifty-six (56) Days, up to a maximum of an additional twenty-eight (28) Days.
5. The Authority will also consider other voids in exceptional circumstances, such as non-arrival of a family after the property has been secured.
6. Recipients are asked to contact their regional contact officer to discuss if they believe exceptional circumstances apply.

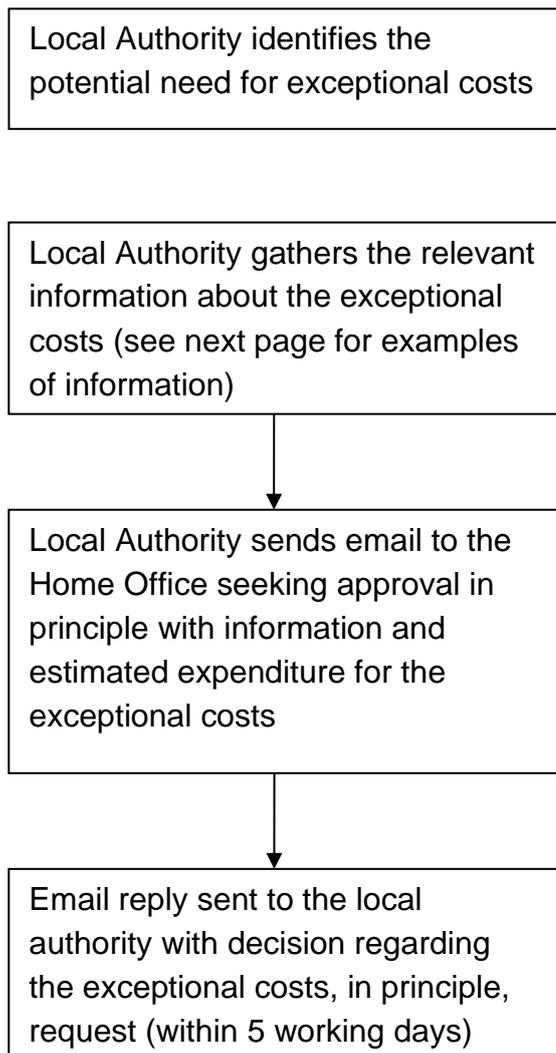
ANNEX E – GUIDE TO CLAIMING RENT & CASH SUPPORT COSTS

1. While Beneficiaries are waiting for the payment of mainstream benefits, the Recipient is required to provide financial support once they take up residence in their local authority.
2. This financial support may be provided for a maximum of 124 days (4 months) and is only payable until Beneficiaries receive their mainstream benefits or take employment – whichever is sooner.
3. During this period, payments for rent will also be made to the Recipient. This is also to cover the period while registration for mainstream benefits take place. Payments for rent will be provided for a maximum of 124 days (4 months) and is only payable until Beneficiaries received their mainstream benefits or take employment – whichever is sooner.
4. Claims for rent and cash support costs should be made no earlier than the end of Month 4 and before the final claim for integration tariff at the end of Month 8 following arrival with the Recipient.
5. All claims must be evidenced.
For rent costs – this may be in the form of a statement from the Recipient's finance officer which shows details of:
 - Names of the Beneficiaries
 - Case reference
 - Address of property
 - Dates from and to for which the rent payment refers
 - Amount paid
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
6. Please ensure that each claim is submitted with a fully completed ***Afghan Rent & Cash Benefit Costs Claim Form 2021-22 – this will be provided separately to this Finding Instruction.***
7. All claims should be sent to Home Office via MOVEit and uploaded to the Recipient's SRP – Annex A sub-folder.
8. Queries should be sent to afghanschemepayments@homeoffice.gov.uk

ANNEX F – 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.

Examples of supporting information

Property adaptations

- Information about the need for the adaptations e.g. OT assessment, other medical information.
- Estimate of cost of each adaptation – at least two estimates should be supplied, to demonstrate that the best value for money has been achieved.

Void costs

- Remember the tariff includes funding to cover the first 56 days for property rental.
- Reason for claiming additional void costs.
- Evidence of expenditure e.g. rent invoices.
- Evidence of the date that the property was acquired for resettlement.

Processing an exceptional cost claim

- Once expenditure has occurred, local authority may submit claim for “in principle” approved exceptional costs

- Local Authority completes
“Afghan – Other - Exceptional Costs Claim Form 2021-22
- Claim submitted with the all the evidence of expenditure, via
MOVEit SRP Annex A account.

- Afghan Payments team checks all the information submitted by the local authority.
- If claim is complete, it will be approved for payment within 10 working days.

- Payment Advice sent to local authority

ANNEX G – AFGHAN SCHEME MONITORING PERFORMANCE TEMPLATE

This template will be provided separately to recipients.