

FUNDING FOR LOCAL AUTHORITIES

IN SUPPORT OF THE SYRIAN RESETTLEMENT SCHEME

YEARS 2-5

FOR THE PERIOD

22 SEPTEMBER 2016 – 31 MARCH 2017

RESETTLEMENT PROGRAMME

A joint unit between Home Office, Department for International Development (DfID), and
Department for Communities and Local Government (DCLG)

1. DEFINITIONS

- 1.1. The “**Authority**” means the Secretary of State for the Home Department acting on behalf of the Crown through the Resettlement Programme.
- 1.2. A “**Beneficiary of the Programme**” (or a “**Beneficiary**”) means an eligible vulnerable person who has been classified as such by the Authority following referral by the UN High Commissioner for Refugees (*UNHCR*), and who has arrived in the UK having been admitted to the Programme.
- 1.3. 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.
- 1.4. 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.
- 1.5. The “**Funding Instruction**” (or the “**Instruction**”) means this document which describes the conditions under which a Recipient may claim Funding.
- 1.6. “**Funding**” means the Authority’s financial contribution towards a Recipient’s costs of support incurred up until the fifth (5th) anniversary of a Beneficiary’s arrival into the UK under the Programme in accordance with the terms of this Instruction.
- 1.7. The “**Local Administrator**” means a senior member of Staff who will act as the single point of contact for authorising Staff access to the Recipient’s designated FSA within MOVEit.
- 1.8. A “**Month**” means a calendar month.
- 1.9. “**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.
- 1.10. A “**Party**” means the Authority and a Recipient who has claimed Funding.
- 1.11. A “**Recipient**” means any local or regional authority to whom the Authority has agreed to provide Funding under this Instruction as a contribution towards Eligible Expenditure.
- 1.12. The “**Resettlement Programme**” means the joint unit comprising staff from Home Office, Department for International Development (DfID) and Department for Communities and Local Government (DCLG), whose objective is to deliver the Programme.
- 1.13. A “**Sensitive Case**” means one including safeguarding issues or incidents of domestic abuse, violence or criminality.

- 1.14. **“Staff”** means any person employed or engaged by the Recipient and acting in connection with the operation of this Instruction including the Recipient’s servants, agents, suppliers, volunteers and sub-contractors, any consultants and professional advisers (and their respective servants, agents, suppliers and Sub-contractors) used in the performance of its obligations under the Instruction.
- 1.15. The **“Syrian Resettlement Programme”** (or the **“Programme”**) means the UK Government’s humanitarian relief programme whose purpose is to resettle up to 20,000 vulnerable Syrian persons from Turkey, Iraq, Lebanon, Jordan, and Egypt in the UK.
- 1.16. A **“Working Day”** means any day Monday to Friday (inclusive) excluding any recognised UK public holidays.

2. SCOPE OF THIS INSTRUCTION

- 2.1. On 7 September 2015, the UK Government committed to supporting the global effort to relieve the humanitarian crisis for up to 20,000 vulnerable Syrian persons from Turkey, Iraq, Lebanon, Jordan, and Egypt through the provision of resettlement opportunities into communities within the UK in a way that:
 - 2.1.1. Secures national security and public protection, and
 - 2.1.2. Has the wellbeing of the vulnerable persons and the welcoming communities at the centre of decision making, and
 - 2.1.3. Delivers value for money for the UK tax payer.
- 2.2. It is run in partnership with the UNHCR, and aims to provide relief for the most vulnerable people who:
 - 2.2.1. have registered with the UNHCR in Turkey, Iraq, Lebanon, Jordan, and Egypt as a result of the current crisis; and
 - 2.2.2. the UNHCR consider meet one of their seven vulnerability criteria which are set out at Annex C; and
 - 2.2.3. for whom resettlement to the UK is deemed the most appropriate course of action.
- 2.3. This Instruction sets out the terms under which the Authority is making Funding available to a participating Recipient.
- 2.4. The key principles of the Funding are that it:
 - 2.4.1. provides a per Beneficiary annualised tariff (see table 5.3),
 - 2.4.2. is not ringfenced,
 - 2.4.3. supports programme evaluation and reporting,
 - 2.4.4. is to be a contribution towards a Recipient’s costs incurred during the second to fifth years of each Beneficiary’s participation in the Programme, and
 - 2.4.5. can be pooled across all Beneficiaries a Recipient is supporting.

- 2.5. The Recipient shall be free to determine how best to utilise the Funding but for evaluation purposes the Recipient should be able to explain how they are supporting Beneficiaries and furthering the aims of the Programme. Funding is intended as a contribution to additional costs local authorities may have, including, but not limited to support for language capability, social care and integration.

3. DURATION

- 3.1. Claims in accordance with this Instruction shall be valid for period from 22 September 2016 to 31 March 2017.
- 3.2. 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.

4. CONFIDENTIALITY AND DATA SHARING

- 4.1. 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.
- 4.2. Nothing in this Clause 4 applies to information which is already in the public domain or the possession of the Recipient other than by reason of breach of this Clause 4. Further, this Clause 4 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.
- 4.3. The Recipient shall ensure that any personal information concerning any Beneficiary disclosed to them in the course of delivering this Programme is treated as confidential and should only be disclosed to a third party in accordance with the provisions of the Data Protection Act 1998. 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:
 - 4.3.1. have in place appropriate policies and procedures to recognise and maintain the Beneficiary's need for confidentiality; and
 - 4.3.2. ensure that they do not release Beneficiaries' details to any organisation not party to this Instruction.
- 4.4. The Recipient shall not use any information which they have obtained as a result of delivering the Programme (including, without limitation, any information relating to any Beneficiary) in any way which is inaccurate or misleading.
- 4.5. 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.

- 4.6. 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.
- 4.7. All approaches made by any person or organisation not party to this Instruction in respect of this matter must be referred to the Home Office press office for their advice and/or action.
- 4.8. The Authority expects the Recipient to share relevant information on the delivery of the Programme and on Beneficiaries by signing a Sharing of Information Protocol with relevant deliverers of the Programme.
- 4.9. Beneficiaries will have signed a consent form confirming their willingness to share personal data with executive bodies and relevant delivery partners of the Programme. The Authority will retain these forms and will allow inspection by the Recipient as requested.
- 4.10. The Recipient shall ensure that it, and its Staff, complies with the Authority's data sharing protocols as described in Annex B.
- 4.11. The provisions of this Clause 4 shall survive the termination of this Instruction, however that occurs.

5. REIMBURSEMENT

- 5.1. A Recipient may claim Funding from the first anniversary (i.e. 12-Months) following a Beneficiary's arrival in the UK, and for each subsequent year until the end of the fifth year.
- 5.2. The Authority will make a contribution for each Beneficiary, for the duration supported, and spread across the second to fifth years following their arrival in the UK under the Programme.
- 5.3. A maximum of four (4) annual flat rate payments may be claimed by a Recipient for each Beneficiary supported:

UNIT COSTS FOR SYRIAN RESETTLEMENT SCHEME*

Timeframe	13-24 Months (Year 2)	25-36 Months (Year 3)	37-48 Months (Year 4)	49-60 Months (Year 5)
Rate	£5,000	£3,700	£2,300	£1,000

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

- 5.4. The Authority will only approve one claim per Beneficiary per annum.
- 5.5. No further funding will be paid by the Authority to a Recipient save for any claims made in respect of Exceptional Costs (see Section 6).
- 5.6. Funding will be by means of a single annual payment to be claimed at the times as detailed in the following table:

SYRIAN RESETTLEMENT PROGRAMME - YEARS 2-5 FUNDING - PAYMENT PROFILE				
<u>Arrivals between</u>	<u>Claim funding for</u>			
	Year 2	Year 3	Year 4	Year 5
22/09/15 - 30/09/15	31/12/2016	30/09/2017	30/09/2018	30/09/2019
01/10/15 - 31/12/15	31/12/2016	30/09/2018	30/09/2019	30/09/2020
01/01/16 - 30/09/16	30/09/2017	30/09/2018	30/09/2019	30/09/2020
01/10/16 - 30/09/17	30/09/2018	30/09/2019	30/09/2020	30/09/2021
01/10/17 - 30/09/18	30/09/2019	30/09/2020	30/09/2021	30/09/2022
01/10/18 - 30/09/19	30/09/2020	30/09/2021	30/09/2022	30/09/2023
01/10/19 - 30/09/20	30/09/2021	30/09/2022	30/09/2023	30/09/2024

- 5.7. The process for claiming Funding is described in Clause 8.
- 5.8. In the event that an overpayment is made, 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.
- 5.9. 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. EXCEPTIONAL COSTS

- 6.1. Payments may also be made in order to cover additional essential costs incurred by the Recipient above and beyond what could reasonably be regarded as normal expenditure. It is expected that this will predominantly be used to fund exceptional social care costs. These will be assessed, and payments made, on a case-by-case basis.
- There is no minimum or maximum amount that can be claimed; each will be assessed on a case by case basis,
 - Exceptional Costs can not be claimed for support provided to a Beneficiary that would normally be funded through the per capita health or education funding or through welfare payments,
 - Before incurring Exceptional Costs a Recipient must seek in principle agreement in writing from the Authority or risk having the claim rejected.
- 6.2. The Authority will periodically review the operation of the Exceptional Costs process and budget.

7. CESSATION OF PAYMENT

- 7.1. Funding is not claimable for any support provided beyond the fifth anniversary of a Beneficiary's arrival into the UK under the Programme.
- 7.2. The Authority reserves the right to cease making payments under 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 Programme or their activities whilst so involved.

8. DATA RECONCILIATION AND PAYMENTS

- 8.1. 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.
- 8.2. Specific instructions for the completion of Annex A are included in the SRP LA Funding Excel workbook, which will be supplied by the Authority. The Annex A should only be submitted to the SRP LA Payments team via MoveIT.
- 8.3. All claims, using the Annex A, should be submitted during the third financial quarter of 2016/17 (i.e. from 1 October 2016 but in all cases by 31 December 2016): late returns may result in payment requests being delayed. Once satisfied that a payment request has been correctly submitted, the Authority will endeavour to make payments of Funding due as soon as possible but no later than 31 March 2017. The Recipient should note that the format of the Annex A claim spreadsheet must not be altered.
- 8.4. 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 Recipient to the SRP's Local Authority Payments team within two (2) Months of a payment being made. Retrospective payments for individuals not promptly included in the claim may be agreed only where exceptional circumstances are shown.
- 8.5. Payments will be made by BACS using account details that the Recipient must supply to the Authority on headed notepaper and should include the full bank address including post code, account name, account number, bank sort code, a contact email address for email remittance advices and telephone number. The letter should be signed by the Finance Director (or equivalent) and forwarded to the Authority as a PDF file. In the event of a change in bank details, the relevant Recipient should immediately notify the Authority of the new information, in the format specified above.
- 8.6. Payments will be referenced appropriately e.g. 'SRP (LA) Year 2 payment', and the Recipient shall advise their cashiers' department accordingly.

9. MONITORING AND EVALUATION

- 9.1. The Recipient should itself manage and administer the quality and level of delivery relating to the support it provides to Beneficiaries.
- 9.2. 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 demonstrate how the Funding has been utilised.
- 9.3. In all cases, to assist with monitoring and evaluation of the Programme, the Recipient shall supply the Authority with all such financial information as is reasonably requested from time-to-time.

10. BREACH OF FUNDING CONDITIONS

- 10.1. 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 10.2 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 relevant Recipient. In such circumstances, the relevant Recipient must repay any amount required to be repaid under this Clause 10.1 within thirty (30) calendar days of receiving the demand for repayment.
- 10.2. The events referred to in Clause 10.1 are as follows:
 - 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
 - Any information provided in the application for funding (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be material; or
 - The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

11. CONTACT DETAILS

- 11.1. For queries relating to this Instruction or the submission of payment applications, please email the relevant SRP Local Authority Payment team at:

SVPR LAPayments@homeoffice.gsi.gov.uk

12. ACTIVITIES – GENERAL

- 12.1. The Recipient must 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). In particular the:
 - 12.1.1. right to work in the United Kingdom under applicable immigration law, and
 - 12.1.2. necessary Disclosure and Barring Service checks, and
 - 12.1.3. relevant national child protection guidelines (e.g. for people working in England, DfE's Working Together to Safeguard Children, 2015) and Local Safeguarding Children Boards' guidance and procedures, and
 - 12.1.4. regulatory requirements of Office of the Immigration Services Commissioner (OISC) as specified under Part 5 of the Immigration & Asylum Act 1999.
- 12.2. When procuring works, goods or services the Recipient must ensure that it complies with its statutory obligations, for example the regulations as transposed into national Law from the EU Directives on Public Procurement (2014) i.e. in England & Wales the Public Contracts Regulations 2015 [PCR2015]. 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 Programme.
- 12.3. Where the Recipient enters into a contract (or any other form of agreement) with a third party for the provision of any part of the Programme, 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 30 (thirty) days from the date of receipt of a validated invoice.
- 12.4. No aspect of the activity funded by the Authority may be party-political in intention, use or presentation.
- 12.5. The Funding may not be used to support or promote religious activity. This exclusion does not include inter-faith activity.
- 12.6. No aspect of the activity funded by the Authority may be intended to influence or attempt to influence Parliament, Government or political parties, attempt to influence the awarding of contracts and grants, or to attempt to influence legislation or regulatory action.
- 12.7. The Recipient and/or its partners shall develop, maintain and implement the following procedures:
 - 12.7.1. A procedure for Beneficiaries to complain about the support and assistance provided by the Recipient, and
 - 12.7.2. A procedure for managing and reporting Sensitive Cases. This procedure should reflect guidance issued by the Authority which provides examples of incidents which should be reported to the Authority, and 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

13. INDEMNITY

- 13.1. 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.

14. DISPUTE RESOLUTION

- 14.1 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.
- 14.2 The Parties may settle any dispute using a dispute resolution process which they agree.
- 14.3 If the Parties are unable to resolve a dispute in line with the requirements of Clauses 14.1 or 14.2, 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 14 days after the date of the ADR Notice.
- 14.4 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 14.3 of this Instruction.

Annex A – Payment Request Form

Excel spreadsheet to be provided separately.

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 between the Authority and the Recipient.
- 1.2 This DSP sets out the rules that the Recipient must follow when handling information classified as “personal data” by the Data Protection Act (DPA) 1998.

Personal Data

- 1.3 The term “personal data” refers to any:
 - a. data, which relate to a living individual who can be identified from those data; or
 - b. from those data and other information which is in the possession of, or likely to come into the possession of, the data controller.
- 1.4 The DPA also defines certain classes of personal information as “sensitive data” where additional conditions must be met for that information to be used and disclosed lawfully.
- 1.5 Under the DPA “sensitive personal data” is defined as information concerning:
 - racial or ethnic origin,
 - political opinions,
 - religious or other similar beliefs,
 - membership of trade unions,
 - physical or mental health or condition,
 - sexual life, and
 - convictions, proceedings and criminal acts.
- 1.6 Sensitive personal data is subject to much stricter regulation than ordinary personal data and must only be processed when one of an additional number of conditions has been satisfied. The conditions relevant to the purposes of this DSP are:
 - the data subject has given explicit consent, or
 - it is necessary in order to protect the vital interests of the individual, or
 - the processing is carried out in the course of its legitimate activities by a non-for-profit organisation and exists for political, philosophical, religious, or trade-union purposes, with appropriate safeguards, in relation to people who are members or have regular contact with the organisation in connection with its purposes, and there is no disclosure to third parties without consent, or
 - the information has been made public as a result of steps deliberately taken by the data subject, or
 - The processing is necessary for or in connection with legal proceedings, or for establishing, exercising or defending legal rights

2. DATA PROTECTION ACT 1998 (DPA)

- 2.1 The DPA stipulates specific obligations upon all individuals who process personal data which must be adhered to. The DPA requires that all transfers of information fall within its eight data protection principles and requirements. 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 eight data protection principles in Schedule 1 of the DPA.

3. PURPOSE OF DATA SHARING

- 3.1 The Authority will share personal data described at Section 7 of this Annex B to inform the Recipient of the specific needs of the Beneficiaries, and aid the ongoing resettlement planning.

4. SECURITY

- 4.1 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 DPA. 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.
- 4.2 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 Sponsor does not commit a breach of security.
 - any information losses, wrongful disclosures or breaches of security relating to information originating from the Authority are reported to the Authority immediately (i.e. within 24 hours of becoming aware), in first instance through Strategic Regional Leads and notifying the Authority's Corporate Security Unit at:
HomeOfficeIMT@homeoffice.gsi.gov.uk
 - The Authority 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.

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

4.3 The Authority will make available further information as to what constitutes a security breach upon request.

4.4 As public sector bodies the Authority and the Recipient are required to process personal data in compliance with both the mandatory requirements set out in CESG Information Assurance Top Tips for Handling Personal Data¹ and the Her Majesty's Government Security Policy Framework (HMG SPF) guidance² issued by the Cabinet Office when handling, transferring, storing, accessing or destroying information assets.

5 LEGAL CONSIDERATIONS AND BASIS FOR THE SHARING OF INFORMATION

5.1 The Authority and the Recipient are legally obliged to handle personal information according to the requirements of the Data Protection Act 1998 and the Human Rights Act 1998 (HRA).

Legal powers to share data: Authority to Recipient

5.2 As a Crown Government Department, the Authority has Common Law ('Ram') powers to do whatever a natural person may do (subject to overarching legal constraints), and can share and process data so long as it complies with the principles of the DPA,

5.3 In accordance with the first principle of the DPA the Authority will ensure the data is processed fairly and lawfully by ensuring that:

- The processing is necessary for the exercise of any functions of the Crown, a Minister of the Crown or a government department in accordance with Schedule 2 paragraph 5(c) of the DPA.
- The processing is necessary for the exercise of any other functions of a public nature exercised in the public interest by any person – in accordance with Schedule 2 paragraph 5(d) of the DPA.
- Where the personal data to be processed is sensitive personal data, the processing is necessary for the exercise of the functions of the Crown, a Minister of the Crown or a government department – in accordance with Schedule 3 paragraph 7(1)(c) of the DPA.

5.4 Section 59(1)(e) of the Nationality, Immigration and Asylum Act 2002 allows the Authority to participate in a project designed to arrange or assist the settlement of migrants (whether in the UK or elsewhere).

¹ Replacement for the Information Assurance Standard 6 guidance

² <https://www.gov.uk/government/publications/security-policy-framework>

Legal powers to share data: Recipient to Authority

- 5.5 Section 1 of the Localism Act 2011 provides the Recipient with a general power to do anything an individual can do to the extent that sharing information is compatible with other legal obligations (e.g. the DPA and the terms of the Funding Instruction).

6 FREEDOM OF INFORMATION AND SUBJECT ACCESS REQUESTS

Freedom of Information Requests

- 6.1 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 DPA.

Subject Access Requests

- 6.2 The Authority and the Recipient will answer any subject access or other requests made under Part II of the DPA that it receives for the data where it is the Data 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 DPA; 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.

7 DATA TO BE SHARED

7.1 The Authority will share with the Recipient the following documentation on a Beneficiary.

- UNHCR Resettlement Referral Form (RRF)
- Migration Health Assessment form (MHA)
- Best Interest Assessments and Determinations

7.2 The above documents will contain the following personal information on a Beneficiary:

UNHCR RRF

- biographic data for each Beneficiary including contact details in host country,
- known relatives of the principal applicant and spouse not included in referrals submission,
- summary of the Basis of the Principal Applicant's Refugee Recognition³,
- Need for resettlement⁴,
- specific needs assessment⁵,
- the number of people within a family due to be resettled, age and gender or family members,
- the language spoken,
- ability to communicate in English, and
- any known specific cultural or social issues⁶.

MHA Form

- consent from Beneficiary to conduct a medical examination,
- consent from the Beneficiary to Medical Advisors to disclose any existing medical conditions to the Authority necessary for the resettlement process⁷.

Best Interest Assessments and Determinations

- information about any particular safeguarding circumstances and an assessment of the best interests of the individuals affected⁸.

³ classed as sensitive personal information under the DPA

⁴ classed as sensitive personal information under the DPA

⁵ depending on the content, this could be classed as potentially sensitive personal information under the DPA

⁶ depending on the content, this could be classed as potentially sensitive personal information under the DPA

⁷ classed as sensitive personal information under the DPA

⁸ depending on the content, this could be classed as potentially sensitive personal information under the DPA

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

7.4 The above documentation when shared with the Recipient will be classified as **“OFFICIAL-SENSITIVE”** by the Authority in accordance with the Government Security Classification Scheme (GSCS)⁹.

8 METHOD OF TRANSFER OF A BENEFICIARY’S PERSONAL DATA

8.1 The Authority will use a secure web-based tool, known as MOVEit, which allows internal and external users to share files securely and shall provide the interaction between the parties.

8.2 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 Instruction.

9 LEVEL OF ACCESS TO THE MOVE IT PORTAL

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

9.2 The Recipient will make requests for additional access to MOVEIt to the Authority. All requests for additional access to the Recipient’s organisation’s designated File Share Area received by Authority will be dealt with on a case-by-case basis and only granted if necessary for the purpose of the Recipient discharging their obligations for supporting Beneficiaries in accordance with the contract.

9.3 .

9.4 Access shall only be permitted to a Recipient who, for the purposes of supporting the Beneficiaries:

- commits to treating the personal data in accordance with its obligations, in particular Clause 3 (Confidentiality and Data Sharing), unless the Recipient has received prior written consent from the Authority;

9.5 Access shall only be permitted to Staff who, for the purposes of supporting the Beneficiaries:

- have a genuine “need to know”;
- are permitted to view the data as part of their official duties;
- have signed a confidentiality agreement¹⁰.

9.6 The Local Administrator must remove access immediately from a member of Staff who no longer requires access to MOVEit and the FSA.

⁹ Further information regarding the GSCS can be found on-line at - <https://www.gov.uk/government/publications/government-security-classifications>

¹⁰ The Recipient will be responsible for setting up, managing, recording and storing a procedure.

- 9.7 An up-to-date list of Staff who have been granted permission to access the FSA and the reason for granting access shall be kept by the Local Administrator.
- 9.8 The list of authorised Staff should be available for inspection if requested by the Authority

10 RESTRICTIONS ON USE OF THE SHARED INFORMATION

- 10.1 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.
- 10.2 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.
- 10.3 A full record of any secondary disclosure(s) must be made if required by law or a court order on the Beneficiary's case file and must include the following information as a minimum:
- 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.
- 10.4 The restrictions on secondary disclosures as set out in Paragraph 10.1 and 10.2 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.

11 PROTOCOLS FOR RECIPIENT'S PROCESSING SENSITIVE PERSONAL INFORMATION¹¹

- 11.1 The Recipient shall only access sensitive personal data pertaining to a Beneficiary's experience in their country of origin and medical health history in exceptional circumstances and if deemed as absolute necessary for the permitted purpose i.e. to fully assess the specific physical and/or psychological needs of a Beneficiary and not without prior consent from the Authority/Beneficiary
- 11.2 The Recipient must document how any sensitive personal data pertaining to a Beneficiary's experience in their country of origin and medical records was used by

¹¹ As described at Clause 7.2 of this Annex B

the Sponsor for the purposes of discharging their obligations in accordance with the Instruction.

- 11.3 In circumstances where it is deemed necessary to share the sensitive personal data with third parties for the permitted purpose the Recipient must administer additional handling instructions for handling the data which must be determined by the Authority.
- 11.4 The Authority shall make available its own Handling Instructions as a guide upon request.

12 STAFF RESPONSIBILITIES

- 12.1 Staff authorised to access a Beneficiary's personal data are personally responsible for the safekeeping of any information they obtain, handle, use and disclose.
- 12.2 Staff should know how to obtain, use and share information they legitimately need to do their job.
- 12.3 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.
- 12.4 Staff should uphold the general principles of confidentiality, follow the guide-lines set out in this DSP and seek advice when necessary.
- 12.5 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.

13 STORAGE, RETENTION AND DESTRUCTION SCHEDULE

- 13.1 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.
- 13.2 Recipients will not retain the personal information for longer than is necessary for the purpose set out in this DSP. A regular review shall be conducted by the Recipient to assess the necessity of retaining the Beneficiary's personal information. Once the information is no longer relevant for those purposes it will be destroyed securely.

Destruction Procedures

- 13.3 It is the Recipient's responsibility to ensure that any information provided by the Authority for the purposes of supporting a Beneficiary are destroyed securely once all resettlement needs are complete.
- 13.4 If storing any paper files, the paper file should be destroyed using a confidential paper shredder and disposed of securely.
- 13.5 When destroying personal records, the Recipient will arrange the secure destruction or deletion of the data, in accordance with the seventh principle of the DPA, HMG

Security Policy Framework and in accordance with the security classification marking for the data.

14 AUDITS

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

15 CENTRAL POINTS OF CONTACT FOR ISSUES, DISPUTES AND RESOLUTION

- 15.1 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.
- 15.2 Any operational issues or disputes that arise as a result of this DSP must be directed to the relevant contact points noted at Clause 4.2 of this Annex B.

Annex C – UNHCR Vulnerability Criteria

The United Nations High Commissioner for Refugees has seven vulnerability criteria¹² used by their resettlement officers to refer cases to the UK, which are:

- Legal and or Physical Protection Needs;
- Survivors of Torture and/or Violence;
- Medical Needs;
- Women and Girls at Risk;
- Family Reunification;
- Children and Adolescents at Risk;
- Lack of Foreseeable Alternative Durable Solutions.

¹² The seven categories are those defined in the Resettlement Handbook (<http://www.unhcr.org/46f7c0ee2.pdf>)