

Appendix G

Model Memorandum of Understanding – paid placement

This model placement Memorandum of Understanding is designed to cover situations in which an offender undertakes any paid external placement

MEMORANDUM OF UNDERSTANDING

(PAID EXTERNAL PLACEMENT)

INTRODUCTION

1. The purpose of this Memorandum of Understanding is to ensure that all those who are party to it (the Offender, the Employer and the Establishment) are aware of the arrangements under which the placement will take place.
2. Nothing in this memorandum should be taken to prevent the employer entering into a written contract of employment with the offender in preparation for their release.

THE OFFENDER

3. [Name of offender] is reminded that:
 - i. As a serving offender, he/she will be subject to Prison Rules throughout the duration of the placement. Payments for work will, if above the specified threshold, be subject to a levy under the Prisoners' Earnings Act 1996. For further details, please see PSI 76/2011.
 - ii. He/she will be released on Resettlement Day Release (RDR) to undertake the placement. The RDR licence will specify the time, location and purpose of the release. The terms of the RDR licence may be varied only on the authority of the governor.
 - iii. A copy of the RDR licence will be given to the employer by the establishment at the start of the placement.
 - iv. He/she must comply fully with the terms of the RDR licence and that any breach of the terms of the licence may lead to disciplinary action and the cancellation of the placement.
 - v. He/she must comply fully with the reasonable instructions of the employer (and any of the employer's employees who have responsibility for him/her), particularly in relation to timekeeping, performance and general conduct.
 - vi. He/She must identify to the Establishment the bank account into which the payments for their work will be made at least [xx] days in advance of their employment beginning or, if the work begins within [same xx] or fewer days of the offender obtaining the position, as soon as possible. Failure to do so will mean that payments are delayed.
 - vii. Failure to provide personal bank account details will result in the offender not being permitted to undertake a paid work placement

4. [Name of offender] agrees to the disclosure of previous convictions, that is not prohibited by the Rehabilitation of Offenders Act, to specified persons within [name of employer] for use solely by [name of employer] in the management of the placement, including checks on [name of offender] behaviour by persons authorised to act on behalf of [name of establishment]. (See paragraphs 5vii and 9iv, below).

THE EMPLOYER

5. [Name of employer] is reminded that:
- i. They will ensure that the placement complies with all relevant health and safety and equal opportunities legislation and will make available certificates of insurance and certificates relating to safe working practices for inspection by [name of establishment].
 - ii. They will be clear about the range of work activities entailed in the placement, and engage with us about any proposed changes to those activities before they occur.
 - iii. They will monitor the timekeeping, performance and general conduct of [name of offender] and provide [name of establishment] with reports at intervals of [number of weeks] or as required.
 - iv. They will facilitate a programme of checks by staff from [name of establishment] to check on [name of offender]'s adherence to the terms and conditions of their temporary. These will be of four types:
 - Visit
 - Telephone (at least one per month)
 - Risk based (insert relevant frequency from Risk below)
 - Request of employer
 - v. The offender will be assessed to ascertain check requirement levels as defined below:

Standard ROTL – the minimum requirement for spot checks for STANDARD ROTL cases is that there must be visits in 10% of cases per week.

Restricted ROTL – the minimum requirements for spot checks for RESTRICTED ROTL cases are that there must be a telephone check in 50% of cases per week and visits in 20% of cases per week.
 - iv. They will participate in meetings (on a timescale to be agreed with [name of establishment] to review the progress of the placement.
 - vi. In the event of any breach or suspected breach of the terms of his/her RDR licence by [name of offender] or any breach of the Employer's own rules governing the conduct of its employees, [name of employer] will inform [name of establishment] immediately.

- vi. They will not ask [*name of offender*] to do or not to do anything which might constitute a breach of any condition(s) of his/her RDR licence.
 - vii. They must not divulge to a third party any information about [*name of offender*], and must immediately report any approaches from a third party. They must comply in all respects with the provisions of the Data Protection Act 1998 and the two organisations will agree in writing the names/positions of [*name of employer*]'s staff who will have access to confidential information about [*name of offender*] who must in turn have a copy of these details. (See paragraphs 4 and 9iv).
6. [*Name of employer*] certifies that serving offenders do not constitute a majority of its workforce and that its business is not dependent on offender labour.
 7. The amount of remuneration agreed between the governor and [*the employer*] is [*insert amount per hour*].
 8. When setting the rate it is critical that due consideration is afforded to the risk of the perception of under cutting the local workforce. Accordingly, there is an explicit expectation that the level of remuneration is no lower than the level which a member of the public would be expected to receive for the same task. Where a wage lower than the National Minimum Wage is considered appropriate in the initial stages of a placement, there should be a clear path towards paying the National Minimum Wage by the three month point of any placement or, if appropriate, at an earlier stage.
 9. Where the employer is providing meals or transport or other expenses which an employee would normally be expected to fund themselves, the employer may make appropriate deductions for these costs where these costs are agreed with both the prison and the offender.
 10. [*Name of employer*] further confirms that gross pay less the deductions which they make, such as income tax and National Insurance, to [*name of offender*] will be made into NOMS Bank Account, details of which are set out below:

BACS PAYMENTS

Sort code	08-33-00
Account Number	12307588
Account Name	GBS Re NOMS Agency

CHEQUE AND CASH PAYMENTS

Bank Name	Natwest
Account Number:	10002383
Sort code	60-70-80
Account Name	GBS Re NOMS Agency

Payments must not be made direct to the offender

11. [*Name of employer*] should provide the following information when making payment which will enable Shared Services staff to identify the relevant offender:

Name of employee (offender)
Prison number (if available)
Name of Employer

12. [*Name of employer*] will provide pay advice direct to the offender

THE ESTABLISHMENT

13. [*Name of establishment*] is reminded that it will:
- i. Agree with the host organisation the criteria of offender with regards to current and previous offences. Due consideration must be given to the suitability of engagement in the activity, e.g. sector, interface either directly or indirectly with children or other vulnerable groups etc.
 - ii. Risk assess [*name of offender*] in relation to the nature of the placement before RDR can be approved.
 - iii. Assess the potential risks and public acceptability of the work activity itself, and consider appropriate controls if placements are judged appropriate.
 - iv. Monitor [*name of offender*] compliance with the terms and objectives of his/her RDR licence by means of site visits and telephone checks.
 - v. Inform [*name of employer*] if [*name of offender*]'s RDR licence is suspended or withdrawn. This information will be provided as soon as possible and, in the case of a suspension, information on the reinstatement of the RDR licence will be supplied.
 - vi. Provide information on [*name of offender*]'s criminal record to [*name of employers*] in confidence. (See paragraphs 4 and 5 vii, above).

(Points vii to x are applicable to Public Sector Prisons only)

- vii. Provide the following information to the Shared Services:
- Offender name
 - Offender number
 - Offender release date
 - Establishment
 - Employer
 - Value of payment to offender (net of PAYE)
 - Frequency – weekly/monthly
 - Date paid
 - Period worked
- viii. Ensure offenders have completed personal bank account details and submit to the Shared Services.

- ix Ensure deduction statements prepared by the Shared Services are issued to offenders.
- x Act as an intermediary between offender/employer and the Shared Services.

GENERAL

14. [Name of offender] will commence his/her placement at [] on [date].
15. His/her hours of attendance will be [].
16. His/her supervisor will be [].
17. His/her main duties will be [], and he/she will receive appropriate training before undertaking these tasks.
18. No special clothing/equipment will be required/the following special clothing/equipment will be required. [*Identify whether special clothing/equipment will be provided by the placement organisation, the establishment or the offender*].
19. In the event of a dispute about the terms of this Memorandum of Understanding, any resolution or variation of the terms must involve all those who are party to it.
20. The placement defined by this Memorandum of Understanding may be terminated at any time by anyone who is a party to it.
21. For the avoidance of doubt, nothing in this Memorandum of Understanding shall create or shall be deemed to create a contract of service, a contract of services or a partnership between any of the parties hereto, nor any rights or obligations that are legally enforceable.

CONTACT POINTS

22. For the Establishment:

[Name]
[Position/Role]
[Telephone number]
[email address]

23. For the Employer:

[Name]
[Position/Role]
[Telephone number]
[email address]

SIGNATORIES TO THE AGREEMENT

24. For the Establishment:

[Signature]
[Name]
[Position/Role]
[Date]

25. For the Employer:

[Signature]
[Name]
[Position/Role]
[Date]

26. Offender:

[Signature]
[Name]
[Date]