

## Appendix H

### **Model Memorandum of Understanding – Unpaid Placement**

**(This model placement Memorandum of Understanding is designed to cover situations in which an offender undertakes any unpaid external placement)**

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#### MEMORANDUM OF UNDERSTANDING

#### (UNPAID 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.
  - 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.
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 or the premise where they take place 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 [*insert 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 ALL STANDARD ROTL cases is that there must be visits in 10% of cases per week.**

**Restricted ROTL – the minimum requirements for spot checks for ALL 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 to 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.

## THE ESTABLISHMENT

7. [*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*]'s 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*] criminal record to [*name of employers*] in confidence. (See paragraphs 4 and 5 vii, above).

## GENERAL

8. [*Name of offender*] will commence his/her placement at [*insert location*] on [*date*].
9. His/her hours of attendance will be [*insert hours*].
10. His/Her supervisor will be [*insert name*].
11. His/Her main duties will be [*insert duties*], and he/she will receive appropriate training before undertaking these tasks.
12. 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*].
13. 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.
14. The placement defined by this Memorandum of Understanding may be terminated at any time by anyone who is a party to it.
15. 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

16. For the Establishment:

[Name]

[Position/Role]

[Telephone number]

[email address]

17. For the Employer:

[Name]

[Position/Role]

[Telephone number]

[email address]

#### SIGNATORIES TO THE AGREEMENT

18. For the Establishment:

[Signature]

[Name]

[Position/Role]

[Date]

19. For the Employer:

[Signature]

[Name]

[Position/Role]

[Date]

20. Offender:

[Signature]

[Name]

[Date]