



Model Memorandum of Understanding – Paid Placement

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(This model placement Memorandum of Understanding is designed to cover situations in which an offender undertakes any paid external placement. A separate model Memorandum of Understanding covers unpaid external placements).

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 Placement Provider and the Establishment) are aware of the arrangements under which the placement will take place.
2. The purpose of the placement is to progress the offender's rehabilitation and nothing in this Memorandum of Understanding shall create or shall be deemed to create a contract of employment, a contract for services or a partnership between any of the parties hereto, nor any rights or obligations that are legally enforceable.
3. Nothing in this memorandum should be taken to prevent the Placement Provider separately entering into a written contract of employment with the offender where the contract comes into effect once the offender has been released after serving the custodial element of the sentence.

The offender

4. [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 Placement Provider 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 is not employed by the Placement Provider. In the event that the Placement is terminated that does not constitute a dismissal for the purposes of the Employment Rights Act 1996.
5. [Name of offender] agrees to the disclosure of previous convictions, that are not prohibited by the Rehabilitation of Offenders Act, to specified persons within [name of Placement Provider] for use solely by [name of Placement Provider] in the management of the placement, including checks on [name of offender] behaviour by persons authorised to act on behalf of [name of establishment].

The placement provider

6. [Name of Placement Provider] is reminded that:
- i. They will ensure that the placement complies with all relevant health and safety and equal opportunities legislation.
 - ii. They will be clear about the range of work activities entailed in the placement, and engage with [name of establishment] 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 [] 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 release
 - v. 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 Placement Provider's own rules governing the conduct of its employees, [name of Placement Provider] will inform [name of establishment] immediately.
 - vii. 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.

- viii. 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 2018 and the two organisations will agree in writing the names/positions of [name of Placement Provider]’s staff who will have access to confidential information about [name of offender] who must in turn have a copy of these details.
7. [Name of Placement Provider] certifies that serving offenders do not constitute a majority of its workforce and that its business is not dependent on offender labour.
 8. The amount of remuneration agreed between the governor and [the Placement Provider] is [insert amount per hour].
 9. 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.
 10. [Name of Placement Provider] agrees to apply, so far as is possible and subject to licence conditions, similar terms and conditions relating to pay, holiday entitlement, sickness and other benefits, grievance and disciplinary rules and procedures, and notice periods as apply to others doing the same work.
 11. Where the Placement Provider is providing meals or transport or other expenses which an employee would normally be expected to fund themselves, the Placement Provider may make appropriate deductions for these costs where these costs are agreed with both the prison and the offender.
 12. [Name of Placement Provider] 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 HMPPS Bank Account, details of which are set out below:

BACS PAYMENTS	
Sort code	60-70-80
Account Number	10030123
Account Name	HM Prison and Probation Service
Bank	NatWest

Please note the same information applies if cheque or cash payments are required.

Payments must not be made direct to the offender

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

Name of offender

Prison number (if available)

Name of Placement Provider

14. [Name of Placement Provider] will provide pay advice direct to the offender

The establishment

15. [Name of establishment] is reminded that it will:
- i. Agree with the Placement Provider 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. Monitor [name of offender] compliance with the terms and objectives of his/her RDR licence by means of site visits and telephone checks.
- iv. Inform [name of Placement Provider] 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.
- v. Provide information on [name of offender's] criminal record to [name of Placement Provider] in confidence. (See paragraphs 4 and 5 viii, above).

(points vi to ix are applicable to Public Sector Prisons only)

- vi. Provide the following information to the Shared Services:
 - > Offender Name
 - > Offender Number
 - > Offender Release Date
 - > Establishment
 - > Placement Provider
 - > Value of payment to offender (net of PAYE)
 - > Frequency - Weekly/monthly
 - > Date Paid
 - > Period Worked
- vii. Ensure offenders have completed personal bank account details and submit to the Shared Services.
- viii. Ensure deduction statements prepared by the Shared Services are issued to offenders. ix. Act as an intermediary between offender/Placement Provider and the Shared Services.

General

16. [Name of offender] will commence his/her placement at [] on [date].
17. His/Her hours of attendance will be [].
18. His/Her supervisor will be [].
19. His/Her main duties will be [], and he/she will receive appropriate training before undertaking these tasks.
20. 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].
21. 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.
22. The placement defined by this Memorandum of Understanding may be terminated at any time by anyone who is a party to it.

Contact points

23. For the Establishment:

[Name]

[Position/Role]

[Telephone number]

[e-mail address]

24. For the Placement Provider:

[Name]

[Position/Role]

[Telephone number]

[e-mail address]

Signatories to the agreement

25. For the Establishment:

[Signature]

[Name]

[Position/Role]

[Date]

26. For the Placement Provider:

[Signature]

[Name]

[Position/Role]

[Date]

27. Offender:

[Signature]

[Name]

[Date]

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