

APPENDIX 9(b)

DRAFT AGREEMENT FOR UMBRELLA ORGANISATION

This Agreement is made theday of 2004 between West Berkshire District Council of Market Street Offices, Market Street, Newbury, Berkshire, RG14 5LD (“the Umbrella Body”) andof (“the Unregistered Body”) for the provision of the Criminal Records Bureau Disclosure Service

RECITALS

1. The Umbrella Body has been approved and registered with the Criminal Records Bureau for the carrying out of checks on criminal records information. The Unregistered Body has not been approved and West Berkshire Council agrees to act on behalf of the Unregistered Body in order to obtain Disclosure Information for the Unregistered Body on the conditions set out below.
2. The Criminal Records Bureau (CRB) is an executive agency of the Home Office set up to help organisations make safer recruitment decisions. By providing wider access to criminal record information the CRB helps employers in the public private and voluntary sector by identifying candidates who may be unsuitable for certain work, especially that involving contact with children or other vulnerable members of society.

THE AGREEMENT

1. The Umbrella Body agrees to countersign Disclosure applications and send them to the CRB on behalf of the Unregistered Body within three working days of receipt. The responsibility for accurate completion of the Disclosure application lies with the Unregistered Body.
2. The Disclosure Information provided by the CRB as a result of the Disclosure application will be forwarded to an agreed named contact in the Unregistered Body in an envelope marked "Strictly Private and Confidential – For addressees attention only" within three working days of receipt from the CRB. The information can be provided electronically when the CRB provides the results electronically and if the Umbrella Body is satisfied that sufficient safeguards are in place to make that method of communication with the Unregistered Body secure. The Umbrella Body can take no responsibility for the time period taken by the CRB to process the application although the CRB's objective is to turn round standard searches within one week and enhanced searches within three weeks.
3. No Disclosure carries an absolute guarantee of accuracy or a pre-determined period of validity. The Unregistered Body agrees that it will not instigate proceedings against the Umbrella Body for reasons of inaccuracy in the information supplied by the CRB and passed on by the Umbrella Body. The Unregistered Body should make recruitment

decisions as soon as possible after receipt of Disclosure Information.

4. If requested the Umbrella Body will discuss and direct the Unregistered Body to sources of advice and guidance on the relevance and weight of Disclosure Information. The final recruitment decision remains with the Unregistered Body.

5. The Umbrella Body will retain the original Disclosure document in a secure environment and will ensure that it is destroyed by suitable secure means after a period of six months from receipt. The Unregistered Body will ensure that Disclosure Information provided to it by the Umbrella Body will be destroyed by suitable secure means after a period of six months from receipt. In both cases the period of six months may be extended by agreement direct with the CRB. If the Unregistered Body seeks authority to retain beyond the six months from the CRB it will notify the Umbrella Body as soon as it receives this confirmation from the CRB.

6. In consideration of the Umbrella Body providing this service to the Unregistered Body, the Unregistered Body agrees with the Umbrella Body to:
 - (a) Comply with the CRB Code of Practice
 - (b) Confirm that it has a genuine need to ask exempted questions under the Exceptions Order to the Rehabilitation of Offenders Act 1974.
 - (c) Provide the Umbrella Body with a copy of its written policy on the recruitment of ex-offenders

- (d) Provide original documentary evidence of the applicant's identity as required by the regulations under the Police Act 1997 or be able to provide evidence that it has seen such documents. The ultimate responsibility to verify the identity of an applicant lies with the Unregistered Body.
- (e) Provide the Umbrella Body with a written security policy to govern its handling, storage and disposal of Disclosure Information.
- (f) Ensure that no photocopy or other image of the Disclosure Information is retained or any copy or representation of the contents is made or kept other than the details which the Umbrella Body itself permits to be retained under its own policy which is that a record of the name of the subject may be maintained, the type of disclosure, the position or post in question, the unique number issued by the CRB and the recruitment decision made.
- (g) Maintain an up to date written record of the names of all people to whom the Disclosure Information is revealed. A member or employee of the Unregistered Body may only pass on Disclosure Information in the course of his/her duties and only to another member or sole employee of the Unregistered Body also involved in the recruitment process. Passing on Disclosure Information in any other circumstances than these may be a criminal offence.
- (h) Notify the Umbrella Body immediately should Disclosure Information be lost.

Documentary evidence of all of the above needs to be available for inspection by the Umbrella Body at any reasonable time on reasonable notice.

7. The Umbrella Body expects payments in full from the Unregistered Body on receipt of the application. Charges are based upon the then current fee charged by the CRB and

a handling fee to cover administrative costs. The Umbrella Body reserves the right to amend these charges from time to time.

8. This agreement may be terminated by either side giving one calendar month notice in writing. The agreement may be terminated or suspended without notice by the Umbrella Body if the Umbrella Body reasonably considers that the Unregistered Body is unable to adhere to the CRB Code of Practice.

9. This agreement may only be varied by the written agreement of both parties.

IN WITNESS OF WHICH THE PARTIES HERETO HAVE EXECUTED THIS DEED THE DAY
AND YEAR FIRST BEFORE WRITTEN

Dated

West Berkshire

District Council

and

Agreement by WBC to act as

umbrella organisation for

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