



Llywodraeth Cymru
Welsh Government

Mr Jonathan Haswell
Section 151 Officer
Pembrokeshire County Council
Haverfordwest
Pembrokeshire
SA61 1TP

29 July 2020

Dear Mr Haswell

Award of Funding in relation to Regional Consortia School Improvement Grant 2020 -2021 – ERW 01/20 -21

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to £33,910,861 (Thirty Three Million, Nine Hundred and Ten Thousand, Eight Hundred and Sixty One pounds) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1 April 2020 to 31 March 2021 and must be claimed in full by 31 March 2021 otherwise any unclaimed part of the Funding will cease to be available to you
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory authority and State Aid

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Education, one of the Welsh Ministers, acting pursuant to functions transferred under section 58A of the Government of Wales Act 2006 and sections 14-17 of the Education Act 2002.
- (b) You must comply with the European Commission's State Aid Rules. Further details of the specific State Aid Rules applicable to the Purposes and the identification numbers of any relevant State Aid

approvals are contained in Schedule 5. You are responsible for ensuring that the Purposes are delivered in line with the State Aid criteria upon which the Funding is awarded.

3. Interpreting the Conditions

Any reference in the Conditions to:

'you', 'your' is
Pembrokeshire County Council
Haverfordwest
Pembrokeshire
SA61 1TP

'we', 'us', 'our' is to the Welsh Ministers;

'Welsh Government Official' is to
Melanie Godfrey
Deputy Director, Education Business & Governance Education
Directorate
Welsh Government
Cathays Park
Cardiff CF10 3NQ
Tel: 0300 025 1678
Email: Melanie.Godfrey@gov.wales;

or such other Welsh Government official as we may notify you.

'Project Manager' is to
Yan James
ERW
Y Llwyfan
College Road
Carmarthen
SA31 3EQ
E-mail: yan.james@erw.org;

'Application' is to your consortium business plan dated April 2020'.

'Conditions' is to the terms and conditions set out in this letter and the Schedules;

'Costs Incurred' is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim;

'Notification Event' is to any of the events listed in Schedule 3;

'Indicative Payment Profile' is to the indicative payment profile set out in Schedule 4;

'Personnel' is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

'Schedule' is to the schedules attached to this letter;

'State Aid Rules' is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation including frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

any reference to any legislation whether domestic, EU or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

4. Use of the Funding

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the **"Purposes"**).
- (b) You must achieve the targets and outcomes set out in Schedule 2 (the **"Targets"**).
- (c) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (d) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any other kind of activity which in our opinion could bring us into disrepute.

5. Funding pre-conditions

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
- (i) this letter signed by you;
 - (ii) confirmation that you have in place a current and valid collaboration agreement between the parties in the consortium;
 - (iii) confirmation that you as lead/banker authority have details in relation to non-lead authorities in your area of their proposed control environment, in particular their monitoring arrangements and evidence of spend;
 - (iv) confirmation that your consortium business plan covering the funding period has been or will be agreed through your regional governance arrangements outlined in the National Model for Regional Working before the 1 July 2020;
 - (v) confirmation that you have put in place all staff and other resources as required to commence and complete the Purposes; and
 - (vi) confirmation that your distribution formula supports schools and settings to deliver the Foundation Phase.
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

- (a) You may claim the Funding quarterly in arrears, based on Costs Incurred by you in the delivery of the Purposes, as detailed in the Payment Profile (Schedule 4).
- (b) You must claim the Funding in accordance with the dates set out in the Indicative Payment Profile. You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (c) You must submit your claims for payment of Funding to the Welsh Government Official.
- (d) You must use our claim pro-forma (which is available from the Welsh Government Official) and attach the following information and documentation to each claim, the information and documentation specified in the Indicative Payment Profile together with:

- i) confirmation that you are operating in all respects in accordance with your constitution; and
 - ii) confirmation that you have appropriate financial, risk and control systems in place before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) We will aim to pay all valid claims as soon as possible and typically within 28 days.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud prevention initiatives as we may require from time to time;
- (b) maintain appropriate procedures for dealing with any conflicts of interest whether actual, potential or perceived;
- (c) comply with all applicable domestic, EU or international laws or regulations or official directives;
- (d) maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;
- (e) maintain appropriate financial, risk and control systems before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (f) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with the Conditions;
- (g) inform us immediately if any of the declarations made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
- (h) not apply for or obtain funding from any other source in respect of any part of the Purposes supported by the Funding.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (e) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- (f) there are no conflicts of interest whether actual, potential or perceived;
- (g) acceptance of this award of Funding will not result in duplicate funding in respect of any part of the Purposes;

9. Notification Events and their consequences

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will either (i) notify you that we consider the Notification Event is not capable of remedy or (ii) if we consider the Notification Event is capable of being remedied seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:

- (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you; or
 - (ii) we notify you that the Notification Event is not capable of remedy; or
 - (iii) a course of action to address the Notification Event is not agreed with you; or
 - (iv) a course of action to address the Notification Event is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action); or
 - (v) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:
- (i) withdraw the award of Funding; and/or
 - (ii) require you to repay all or part of the Funding; and/or
 - (iii) suspend or cease all further payment of Funding; and/or
 - (iv) make all further payments of Funding subject to such conditions as we may specify; and/or
 - (v) deduct all amounts owed to us under the Conditions from any other funding that we have awarded or may award to you; and/or
 - (vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand. If applicable, you must pay interest on any overdue repayments (on a compound basis) in accordance with the State Aid Rules.

10. Monitoring requirements

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including:
 - i) a copy of your consortium business plan and completed outcomes framework.
 - ii) participation in termly review and challenge sessions and submit a short report against the outcomes framework ahead of each termly review and challenge meeting (dates to be notified) to the Project Manager, which will outline evidence of spend, value for

- money, and progress to date against each *Our national mission* objective;
 - iii) access to papers for discussion at your Joint Committee or Company Board and Advisory Board meetings as appropriate through your nominated Welsh Government representative, including self-evaluation reports and regular progress updates against your business plan;
 - iv) updated reports to the Delivery Board as appropriate; and
 - v) such other information as reasonably needed to understand impact, value for money and progress against delivery of the Purposes of the Funding including as and when required by the Minister for Education and the Wales Audit Office.
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require; and provide information to support
- (c) those meetings as reasonably required including without limit:
 - i) Regular meetings between consortia Managing Directors and Welsh Government Director of Education and Deputy Directors, with frequency of meetings to be agreed;
 - ii) Any meeting the Director of Education may require you to attend;
 - iii) Attendance at and to support termly Review and Challenge Sessions;
 - iv) Support opportunities for Welsh Government officers to meet with consortia operational leads;
 - v) Other reasonable access as required for monitoring progress against delivery of the Purposes.
- (d) ensure that the Project Manager (or such other person as we may agree) together with any other person we may require attends all meetings with the Welsh Government Official.

11. Audit Requirements

- (a) You must:
 - (i) maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;
 - (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with reasonable notice) being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such

other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;

- (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;
 - (iv) submit a completed audit certificate by 30 September 2020 (Schedule 5)
- (b) Under paragraph 17 of Schedule 5 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. They and their officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times.

12. Third party obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

13. Intellectual property rights and publicity

- (a) Nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You must provide the Welsh Government Official with details of all the acknowledgement(s) referred to in Condition 13(b) for our approval before any such acknowledgements are used and you may not use such acknowledgments without our prior written

approval. We will endeavour to respond to all written requests for approval within 14 working days.

- (d) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

14. Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR"), the Data Protection Act 2018 (the "DPA") and the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - (ii) any information is exempt from disclosure under the FOIA or the EIR.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here <http://beta.gov.wales/privacy-notice-welsh-government-grants>
- (d) Please refer to Schedule 6 which provides details of your obligations in respect of the GDPR.

15. Buying goods and services

If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way so as to demonstrate that you have achieved best value in the use of public funds.

16. Giving notice

- (a) Where notice is required to be given under the Conditions it must be in writing (this does not include email but may include a letter attached to an email) and must prominently display the following heading:

“Notice in relation to the Regional Consortia School Improvement Grant 2020 -2021- ERW – 01/2020’

- (b) The address and contact details for the purposes of serving notice under the Conditions are as follows

You: the Project Manager at the address stated in Condition 3.

Us: the Welsh Government Official at the address stated in Condition 3.

- (c) A notice will be deemed to have been properly given as follows:-

Prepaid first class post: on the second working day after the date of posting.

By hand: upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.

By email attachment: upon transmission or the next working day if after 4pm or on a weekend or public holiday.

17. Equal opportunities

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

18. Welsh language

- (a) Where the Purposes include or relate to the provision of services in Wales they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. Where they are provided in both Welsh and English they must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

- (b) For advice on providing services bilingually and in accordance with the Conditions please contact the Welsh Language Commissioner's Hybu team:
<http://www.comisiynyddygydraeg.cymru/hybu/en/home/Pages/home.aspx>

19. Sustainable development

Your use of the Funding must contribute to the achievement of the Welsh Government's well-being objectives contained in the Welsh Government's Programme for Government. You must work in a sustainable way (sustainable development principle) in delivering the Purposes so as to ensure you are working in a preventative, integrated, long-term and collaborative way that involves people that reflect the diversity of Wales. Please refer to Schedule 1 for further information.

20. Welsh Ministers' functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in, or arising under or in connection with, the Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

21. General

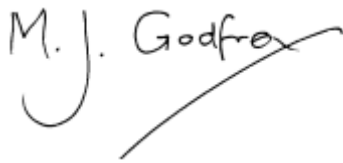
- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under the Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to the Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.

- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of the Conditions.
- (g) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.
- (h) The Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

22. How to accept this award of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter [and the completed Assurance Statement].
- (b) We must receive your signed letter within 28 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

A handwritten signature in black ink that reads "M. J. Godfrey". The signature is written in a cursive style with a long, sweeping underline that extends to the right.

Signed by Mel Godfrey
under authority of the Minister for Education
one of the Welsh Ministers

SCHEDULE 1

The Purposes, Governance and Monitoring

Schedule 1a Governance and Monitoring

The Purpose of this Funding awarded to you on behalf of your regional consortium is to support the related authorities within the consortium in delivering our aspirations and priorities for schools and education outlined within Ambitious and Learning from our national strategy, Prosperity for All, and our plan of action for education, *Our national mission*.

Our national mission sets out how the school system will move forward over the period 2017-21, securing implementation of the new curriculum with a focus on leadership, professional learning, and excellence and equity within a self-improving system. The action plan focuses on raising standards for all, reducing the attainment gap, and delivering an education system that is a source of national pride and public confidence, which are our overarching aspirations for *Our national mission*.

Regional consortia in Wales and their related local authorities have a significant role to play in improving educational outcomes for all learners in Wales and in delivering our substantial educational reform.

The Funding Letter outlines our overarching national priorities for 2020-21 and how these should be delivered in the context of *Our national mission*. The Funding must support delivery against our national priorities for education, at the centre of which is a transformational curriculum.

This transformational curriculum is supported by four key enabling objectives which your action will also support:

- Developing a high quality education profession;
- Inspirational leaders working collaboratively to raise standards;
- Strong and inclusive schools committed to excellence, equity and well-being; and
- Robust evaluation and accountability arrangements supporting a self-improving system

Where applicable, the outcomes will be supported by a range of measures and key performance indicators, as outlined in the Application.

In line with the approach the Minister for Education agreed in 2019-20, up to £500,000 of this grant can be used to support the current leadership structure of ERW, on the understanding that ERW's central team will play a key role in the delivery of the priorities set out in this Schedule. This flexibility should also

be used to ensure that the region remains able to adequately support schools and local authorities in the region that are causing concern.

The Funding will be organised around the following pre-requisites and requirements:

Policy requirements and expectations

These are set out in schedule one and in your Annex B of the funding letter. We will continue to discuss and review the expectations for each policy area through our joint regular meetings and we will review this on a regular cycle thereafter on a mutually agreed reporting format with frequency of the cycle to be agreed.

Sustainability and citizen-focused

Initiatives supported by the grant must be sustainable, learner focused, and in line with the Well-being of Future Generations Act.

National Model for Regional Working

The expectations set out in the National Model for Regional Working guidance remain the same and should continue to be followed. The national model governance structures will also be used to monitor progress, including wherever appropriate to evidence the Funding requirements.

Joint consortia working

In line with the expectations set out in the National Model for Regional Working the consortia will work with other regional consortia across Wales to maximise opportunities for sharing good practice and learning across all *Our national mission* objectives, and especially those newer in development, such as wellbeing.

Supporting a self-improving system and extending the depth of collaborative working

Where appropriate, the consortia will facilitate schools', Foundation Phase providers' and PRUs' consideration and use of cluster models, and other forms of collaborative working, to deliver the funding purposes. This may include providing advice on federation where appropriate.

The consortia should work with providers to develop the support they offer in a spirit of co-construction. They should also collaborate across the four consortia regions if this represents the most effective use of the Funding to support the delivery of improved outcomes for learners. The consortia will continue to develop all schools as learning organisations to successfully realise the new curriculum.

Equity of approach

Consortia must be able to demonstrate equity of approach across the consortium and its related authorities in delegating the Funding to schools.

Challenge Advisers and School Development Plans

Challenge advisers will provide support to schools to ensure their school development plans appropriately reflect their improvement journey and local priorities.

Monitoring and reporting

The monitoring requirements are set out in Section 10, explaining how we will evaluate the progress, impact and additionality of the Funding in delivering *Our national mission* against the measures in the Application.

Profile of expenditure

The Funding letter confirms how we have determined your regional allocation. In accepting this award of Funding you agree to allocate funds in line with your responses to the grant invitation letter.

You will submit to Welsh Government Officials, in writing, any requests for virement of funding between budget lines and *Our national mission* objectives identified within the Funding Letter.

All variances will be reflected in your financial report updates. Payments, however, will be made in accordance with Schedule 3.

Value for Money and additionality

The Consortia will be expected to evidence additionality of the Funding, value for money and its impact.

This applies to the total Funding offered within this Award. In addition, evidence of the additionality and impact specifically of the elements of support provided under the Raising School Standards manifesto and Programme for Government commitment within this Award will be expected.

Maximising funding to schools

In planning activity and setting the Application and profile of expenditure, evidence of a clear and demonstrable commitment to passporting the majority of funding to schools is required. Assurances of this as part of the Application and quarterly updates will need to be provided to the Welsh Government. For the EIG element a minimum 80% delegation must be maintained.

Minimising administration and management costs

The grant arrangements support efforts to reduce the administration costs of managing the Funding. You will demonstrate and evidence a commitment to maintaining a low level of spend in managing and administering the Funding. The Funding may be used to support the management and administrative costs of delivering the Pupil Development Grant.

Specific conditions of Funding

EIG - Local Authority Match funding for the consortium

Local Authorities provide match funding to the Education Improvement Grant for Schools element of the Funding. The 2020-21 level is set at the match funding level to the Education Improvement Grant for Schools for 2017-18. EIG grant includes foundation phase funding.

Schedule 1b Purposes

Foundation Phase

You and the consortium must be able to confirm your distribution formula for the Funding to support schools in accordance with the recommended ratios and non-maintained settings to deliver high quality Foundation Phase.

Maintained settings

The Funding allocation must be used to support the Foundation Phase staff to learner ratios and can be used to facilitate COVID-19 social distancing requirements. As part of the delivery of a high quality and effective Foundation Phase curriculum (including payment for supply cover for absences other than for training purposes) settings must be working towards or to achieving the Foundation Phase ratios of 1:8 for Nursery and Reception and 1:15 for Year 1 and Year 2.

Non-maintained settings

The Funding must also be used to support Foundation Phase practitioners in non-maintained settings to deliver high quality education provision.

14-19 Learning Pathways (*This will only apply if and when the disapplication of the requirement to the minimum number of choices made in the Learning and Skills Wales 2009 Measure is withdrawn*)

You must ensure schools in your consortia meet the requirements of the Learning and Skills (Wales) Measure 2009 that they offer students a minimum of 25 courses, 3 of which are vocational at KS4 and at post 16 schools must offer a minimum of 30 choices of which 5 must be vocational. The vocational courses for post 16 must fall across the 3 domains, one of which must be mathematics, science and technology domain.

You must ensure that all schools have a local curriculum offer that meets the requirements of the Learning and Skills Wales Measure by 30 April and have updated Careers Wales Online with their Local Curriculum offer and confirm this in writing to Welsh Government no later than 31 May.

You must ensure that schools have regard to guidance issued by the Welsh Ministers for meeting the requirements of the Learning and Skills (Wales) Measure 2009.

Support for Welsh in Education Strategic Plans

The EIG Funding must be used to support the delivery of local authority Welsh in Education Strategic Plans in working towards the aims of Cymraeg 2050, supported by the Welsh in education and Siarter Iaith funding outlined below.

Siarter Iaith

The funding must be used to support increasing pupils' informal use of the Welsh language by delivering the Siarter Iaith and its associated programmes. Your detailed plans for how the funding will be utilised and allocated should be included as a discrete section in your wider plans for the support of Welsh in education. During the coming months, the Welsh Government will publish an independent review of the Siarter and its associated programmes and we will expect to collaborate with you to examine its findings, and to implement its recommendations where relevant.

Digital Competence Framework

As part of this funding we expect support for digital competence to be provided based on your regional needs. The aim is to further embed the DCF across the curriculum. This funding is also for ongoing work to develop support and resources for schools to improve digital planning and implementation at a whole school level.

Modern Foreign Languages - Global Futures

Funding for lead school/s (secondary) in each education consortium to work with partner schools (including curriculum innovation and professional learning pioneer schools) to improve the teaching of MFL and to support planning for International Languages provision.

Support for lead schools to work with Language Institutes, HEIs (including the Open University) to provide opportunities and support for the teaching and learning of languages. The support provided should align to the strategic aims and actions outlined in the Global Futures Action Plan 2020-22

Modern Foreign Languages- Building Capacity in the Primary Sector

Provision to build capacity to teach international languages in primary schools in preparation for the new curriculum. This is to include the amount to be allocated to the Open University's '*TEachers Learning to Teach languages (TELT)*'.

Literacy and Numeracy

Funding to continue to provide direct support for literacy and numeracy towards further improvements in 2020-21 as part of a self improving system. This is in addition to the funding provided via the EIG.

A Level provision

Funding must be used to provide support to improve teaching and learning of A Levels and the post-16 Welsh Baccalaureate. Welsh Government will

discuss and agree priorities for the additional funding that has been allocated in 2020-21 with consortia in light of the work of the secondee.

Support for all schools in the process of designing their curriculum and preparing to implement it from 2022 onwards.

Funding must be used to develop understanding of the new curriculum and to support curriculum design and planning in preparation for the new curriculum. This will be supported by the revised Curriculum for Wales shared expectations document when it is published: co-constructed with the regions and Estyn. The document will set out consistent expectations for schools in the process of designing their curriculum and preparing to implement it.

By 30 November 2020, as a condition of this element of the funding, each consortium should outline their approach to delivering this agenda. This includes in particular the percentage of schools within the region to benefit from additional direct investment in preparation for the new curriculum

Support for Design and Development of the new curriculum

The Funding supports a number of practitioners to work directly with Welsh Government to co-construct additional guidance for the new curriculum. It also maintains a network of innovation schools to provide real time and direct feedback on enacting the new curriculum and the establishment of national networks.

This funding will also continue to support the further development of the regional Curriculum for Wales PL programme to equip all schools to realise the new curriculum. The regions will continue to work with schools to ensure all practitioners receive the relevant knowledge and skills to effectively realise the new curriculum.

This funding, must be used to allow practitioners to contribute nationally to development the development of WG projects on the new curriculum and to test developing solutions within the school.

This funding should also continue to support the ongoing roll-out of the regional Curriculum for Wales professional learning programme to ensure all practitioners receive the relevant knowledge and skills to effectively to realise the new curriculum.

National PL Money for schools

Your regional allocation of the additional National Professional Learning money must be passed 100% to schools and PRUs as per any agreed distribution formula. The region should utilise their challenge advisers to provide support to schools to ensure their plans for PL appropriately reflect their school's journey and local priorities and adhere to national guidance on the use of the funding.

PL Pioneer School Funding

This funding supports work strands led by identified lead enquiry schools (formerly PL pioneers). Lead enquiry schools should continue to support:

- National Professional Enquiry Project - working with regions and HEI partners to complete Phase 1 enquiry cycles exploring the PL implications of the new curriculum and supporting the transition to Phase 2 of this project, working with an extended network of partner schools. (see NPEP Core Brief for further details).
- Regional PL Delivery & Cluster Working – some schools will continue to support the development and delivery of the regional PL offer and will also lead specific cluster networks.

In moving towards Phase 2 of the NPEP project from October, this funding should support opportunities for lead enquiry schools to become system enquiry leads engaging in new enquiry strands focused on the continuity of learning plan, working with partner schools to scale up the NPEP project and broadening the enquiry evidence base. Cluster funding associated with the NPEP work strand should support extended work with partner schools.

Schools as Learning Organisations (SLOs)

This funding will continue to support the transition to national implementation of the Schools as Learning Organisations (SLOs) approach. This will include supporting schools who have not yet engaged with the SLO survey, providing follow-up support to schools post completion of the survey and extended support to early SLO adopters who are now in a position to repeat the survey. This funding will also support the ongoing development of regional consortia as middle tier learning organisations as part of the wider transition towards a learning education system.

Welsh in education

The Funding supports the implementation of the *Welsh in Education: action plan*. In particular, Funding should be prioritised for the preparation of the workforce to deliver a transformational approach to the learning, teaching and assessment of the Welsh language and to support schools to improve teaching through the medium of Welsh. You will agree the requirements of the Funding for Welsh in education policy expectations within 6 weeks of the award of Funding. You will agree with our policy lead how you will evidence value for money and demonstrate evidence of local need and local delivery based on regional strategic planning.

Learning in a Digital Wales (LiDW) CPD

The Funding Award replaces the grant extension for 2018-19 financial year for the LiDW Phase II CPD grant. The funding must be used to measurably increase the overall usage of the Hwb platform and associated tools and resources by schools in your region year on year. You will agree with our policy lead the requirements within 6 weeks of the award of Funding.

Teacher/Workforce Supply (ITET) and ITE Partnership Pilots

The funding must be used as follows:

- Regions must work collaboratively in making a total of £200,000 available across Wales - £33,000 per university (Caban from GWE region, Aber, Trinity and Swansea from ERW, Cardiff Met from Central South and USW from EAS)
- The relevant section of the grant award letter will be copied to USCET and the Heads of ICT in the Universities
- £25,000 is to be retained by the region to enable it to deliver capacity for engagement with the ITE networks.

(Additional information on this funding will be issued to you individually by policy leads).

Leading Collaborative Learning Project

This will explore new approaches to teaching, learning and leadership implied by schools' commitment to the National Mission, particularly at secondary level and particularly in relation to the changes being brought about by the new curriculum. The project will engage Dr Lyn Sharratt, whose book 'CLARITY: What Matters MOST in Learning, Teaching, and Leading' will form the basis of the professional learning in the project. The project will be evaluated by Swansea University and regions and schools involved will be expected to work with Swansea University on a regular basis.

Facilitate the Evaluation of Professional Standards

An independent evaluation of the impact of professional standards for teachers, leaders and support staff will run from October 2019 to July 2022. As part of the work, researchers will engage with stakeholders including governors, mentors, challenge advisors, ITE tutors and appropriate bodies for induction. The Welsh Government will make funding available to consortia in recognition of the additional work involved in working with the researcher to identify individuals willing to take part in the evaluation.

National Professional Qualification for Headship (NPQH)

To deliver the national aspiring heads programme as well as assessment against the requirements of the NPQH award to support the new Professional Standards for Teaching and Leadership and Our National Mission. Both are key aspects of the action plan to equip Wales with inspirational leaders who can work collaboratively and are committed to raising standards and reducing the attainment gap. It is therefore vitally important that the next generation of head teachers are developed and supported to ensure that they are equipped to face the challenges of headship and to embed the role of head teachers as leaders of change in our system.

Funding per annum comprises of £4,500 per candidate, limited to 160 candidates across Wales. The cost for candidates above the maximum

number outlined will be met by Consortia from their own budgets. Funding will be allocated based on the number recruited per region which will ensure that each region can recruit all suitable candidates. Any underspend is subject to claw-back and redistribution.

As part of this funding you will be expected to:

- maintain the quality threshold so that candidates are only accepted onto the programme that have a high likelihood of successfully completing and progressing to a headship position (assuming one is available) within 2 years;
- take into account any pressure points and areas of need (such as the need for Welsh Medium heads) when considering candidates and prioritise appropriately; and,
- ensure consistency of delivery across the regions and they are in line with the Professional standards for Leadership.

Higher Level Teaching Assistants (HLTA)

To deliver the national Teaching Assistants Learning Pathway Programmes including Induction, Practising, the new Aspiring HLTA programme and the Assessment of the HLTA award that are linked to the new Professional Standards for Teaching Assistant and Our National Mission. Both are key aspects of ensuring that we have suitably qualified workforce.

The funding must be used to:-

- Support the development of Teaching Assistants across the national Teaching Assistants Learning Pathway
- Selection and recruitment of suitable candidates at all levels.
- Deliver and train facilitators and Assessors to deliver the new Programmes to nationally agreed standards.
- Facilitation, coordination and delivery of the programme
- HLTA Assessment for all suitable candidates who have completed and engaged with the New Aspiring Programme.

Future Leaders Programme

To offer and deliver a range of suitable programmes across the different levels of leadership in Wales. Programmes will have either received or are working towards receiving endorsement from the National Academy for Educational Leadership.

Provision should be progressive and support the vision of collaborative leadership linked to the Professional Standards of Teaching and Leadership. Provision should equip participants to become inspirational leaders who can work collaboratively and are committed to raising standards and reducing the attainment gap.

Learning opportunities should support leaders at all levels and should be clearly linked to Leadership Pathway.

New and Acting Head Teachers Programme

The funding will support the delivery of the Newly Appointed and Acting Headteacher Programme endorsed by the National Academy for Educational Leadership and should be available to all newly appointed and acting Headteachers in Wales. The programme is to be delivered by the Regional Consortia and their partners including Local Authorities and Higher Education Institutions.

- a. It subscribes in its design to the Regional Professional Learning Model.
- b. The content is based on the Professional Standards for Teaching and Leadership, Developing Schools in Wales as Learning Organisations and Education in Wales: Our National Mission.
- c. The duration of the programme and sequencing of learning activities is consistent across Wales
- d. There are common expectations about the progress that will be made by participants and how this will impact on their leadership practice.

The programme supports New Headteachers to obtain the information they need to work effectively on a local basis along with providing individual development focusing on the knowledge and skills required to become a successful Headteacher.

Part time and Work Based ITE

This funding must be used to ensure the clearly defined responsibilities are provided as outlined in the “Responsibilities of the RC in Supporting Part Time and Work Based ITE” section. Working alongside the Open University to develop and implement the new alternative ITE routes. These new routes require the Consortia working in partnership with the Open University, the other Consortia and schools, to ensure that; they meet the accreditation requirements, high quality candidates are recruited and a robust implementation of the new routes to meet the shared vision of a pan-Wales provision. Each consortia are required to complete a quarterly pro forma which is included in the “Regional Consortia quarterly return - supporting Part Time and Work Based ITE” section and return this to the ITE branch in WG for review during the year by the following dates: July 10th 2020 (1st Quarter), October 9th 2020 (2nd Quarter), January 8th 2021 (3rd Quarter) and April 9th 2021 (Final Quarter).

Assessment to support learner progression

This funding must be used to support practitioners:

- In developing their understanding of assessment for the purpose of supporting individual learner progression
- To embed ongoing, day to day assessment within learning and teaching (in terms of planning and practice)

The intended outcome is to support practitioners to move towards the new assessment arrangements as outlined in the Curriculum for Wales guidance and support individual learners' progression journey. You will agree with our policy lead to report information on activities supported by the funding and any evidence of impact.

SCHEDULE 2

The Targets

(Targets indicated in Schedule 1)

Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.

Where additional targets are agreed between Welsh Government and you following the award of this Funding, this will be set out and agreed by both parties in writing.

SCHEDULE 3

Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us, the European Commission or the European Court of Auditors, or any of their auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity [whilst the Purposes are/were being carried out];
8. we have made an overpayment of Funding to you;
9. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
10. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
11. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
12. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
13. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;

14. you are unable, or admit in writing your inability, to pay your debts as they fall due;
15. any distress, execution, attachment or other process affects any of your assets;
16. a statutory demand is issued against you;
17. you cease, or threaten to cease, to carry on all or a substantial part of your business;
18. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
19. there is a change in your shareholders, directors, trustees or partners;
20. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.

SCHEDULE 4
Indicative Payment Profile
(refer to Conditions 5(b), 6(a) and (b))

Payment will be made to you quarterly in accordance with the dates set out in the profile below.

Period	Payment Date	Amounts to be paid £
April – June 2020	14 th August 2020	£8,509,208
July – September 2020	5 October 2020	£8,207,641
October – December 2020	6 January 2021	£8,509,208
January – March 2021	2 March 2021	£10,017,046 – £ 1,006,047 (3% saving for COVID-19) – £326, 196 (NPT portion)

SCHEDULE 5
Regional Consortia Allocation Certificate

End of Year income / expenditure report

a) Total grant received for 2020 -21 £

b) Actual Expenditure £

Funding Description	ERW Allocation	ERW Expenditure
	£	£
Professionals to Support Curriculum Realisation (Innovation & QI Schools)		
Supporting Curriculum Realisation in Schools (Engaging Non Pioneers)		
Core Consortia Support for Design & Development of the new Curriculum		
Assessment for Learning (AfL)		
Welsh Language Use Framework incl. Welsh Language Charter (Welsh-medium Schools)		
Education Improvement Grant for Schools (EIG)		
Modern Foreign Languages (Global Futures)		
National Numeracy Test Support		
Literacy & Numeracy Grant		
Professional Learning - Pioneer Schools		
Learning in a Digital Wales (LiDW) - Phase II CPD		
Coding & Digital Skills		
Primary LNF Oracy Scheme for Wales		
Higher Level Teaching Assistants (HLTA)		
Professional Teaching Standards		
National Network for Excellence in Science & Technology (NNEST)		

Foundation Phase Network (FPEN)		
Welsh - Professional Development - Consortia Funding (some lines combined)		
Digital Competence - Professional Learning Offer (PLO)		
A Level Improvement		
Teacher/Workforce Supply (ITET) incl. ITE partnership pilots		
Part time and Work Based ITE		
Modern Foreign Languages – building capacity for MFL in the primary sector		
Digital Competence Framework		
All Age Schools - Support for Research and Collaborative Projects		
Professional Teaching Awards Cymru (PTAC)		
PL Pioneer Cluster Funding - Non Pioneers		
PL Pioneer Cluster Funding		
Leading Learning Collaborative Project		
Facilitate the Evaluation of Professional Standards		
External policy advice/support for the 16-19 PCET Policy team		
HEI Accreditation Manager		
Professional Learning		
Future Leadership (Aspiring, middle leaders including Coaching & Mentoring support)		
New & Acting Heads (Pre MNSH)		
National Professional Qualification for Headship (NPQH)		
National Professional Qualification for Headship (NPQH)		
Pupil Development Grant (PDG) exc PDG Access		

Extend the impact and depth of collaborative working, including through federation		
Develop schools as learning organisations - Criteria 3 Funding		

Grant to be reclaimed by the Welsh Ministers (a-b) £

I confirm that the agreed aims and objectives have been met.

Certificate of the Chief Finance Officer

I certify to the best of my knowledge and belief that:

- the Information given above is correct and that all expenditure correctly records actual amounts incurred by the authority in relation to the Purposes and costs approved by the Welsh Government as being eligible under the grant;
- Activity was carried out against the agreed aims and objectives in accordance with the Award letter and associated Terms and Conditions of the grant;
- Systems and Controls were in place to ensure that the grant was used solely for the Purposes for which it was given, whether spent directly or passed to other organisations;
- No claims have been made for other funding from the Welsh Government or any other body in respect of the expenditure shown on this statement; and
- Monitoring arrangements were in place to ensure that implementation progressed as recorded on any agreed Delivery plan.

I have attached a qualification report outlining why I am unable to certify the above.

Signature:

Date:

Position: Chief Finance Officer / Director of Finance(please delete as appropriat

SCHEDULE 6

Requirements of the GDPR

Part 1

Carrying out the Purposes will require the processing of personal data on our behalf. We will be the Data Controller and the table below provides details of the permitted processing to be undertaken in carrying out the Purposes.

You must comply with any further written instructions from us in respect of processing on our behalf. Any such further instructions shall be incorporated into the table:

Description	Detail
Legal Basis for Processing	GDPR Article 6(e) Processing is necessary for the performance of a task carried out in the public interest
Subject Matter Of The Processing	In accordance to Schedule 1 of this Grant Offer Letter, the purpose listed for National Professional Qualification for Headship (NPQH) will require the regions to provide personal data to WG. The personal data collected and process will be of individuals who qualify for the programme and in order for WG to issue certification to them.
Duration of the Processing	The duration of the process will be for the time necessary for the production and awarding of the certification for length of time this grant offer letters covers
Location of Processing	The data must be processed within the UK
Nature of the Processing	National Professional Qualification for Headship (NPQH) The nature of the processing is to enable WG as the 'Awarding Body' to moderate, produce and issue certificates to eligible individuals who participate on the NPGH Programme.

<p>Purposes of the Processing</p>	<p>National Professional Qualification for Headship (NPQH)</p> <p>The purpose of the processing will support WG in their commitment to the new Professional Standards for Teaching and Leadership and Our National Mission</p> <p>This is achieved in their administrative role as the ‘Awarding Body’, to monitor, produce and issue certificates to eligible individuals who participate on the NPGH Programme.</p>
<p>Type of Personal Data to be Processed</p>	<p>Personal Data of individual who participated on the NPQH Programme, being collected and processed to include:</p> <ul style="list-style-type: none"> ▪ Full Name, ▪ email address – personal and school ▪ Teacher Reference Number ▪ Current Job title ▪ Assessment Language, Local Authority , Consortia ▪ School Name and Address ▪ Sector
<p>Categories of Data Subjects</p>	<p>Personal Data of Teachers / Head teachers</p>
<p>Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>WG will retain the personal data required for the certification on National Professional Qualification for Headship (NPQH) programme for 3 years, after which time the data will be destroyed.</p>

Part 2

1. The definitions set out below for the following terms shall be used in this Schedule 6:

Data Loss Event	means any event that results or may result in unauthorised access to Personal Data held by you under the Award of Funding , and/or actual or potential loss and/or destruction of Personal Data in breach of this Award of Funding including any Personal Data Breach (as defined in the GDPR);
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
Data Protection Legislation	the GDPR, the DPA, the LED and any applicable national implementing Legislation as amended from time to time, the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy and all applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
Data Subject Access Request	means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
DPA 2018	means the Data Protection Act 2018;
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679);
LED	means the Law Enforcement Directive (directive (EU) 2016/679);
Law	means: <ul style="list-style-type: none"> (a) any applicable statute or proclamation or any delegated or subordinate legislation; (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (c) any applicable guidance, code of practice, direction or determination with which we and/or you are

	<p>bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to you by us ; and</p> <p>(d) any applicable judgment or order of a relevant court of law which is a binding precedent in England and Wales,</p> <p>in each case in force or applicable in both England and Wales, or in Wales only;</p>
Party	means us or you, together ‘the Parties’;
Protective Measures	means appropriate technical and organisational measures which may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident and regularly assessing and evaluating the effectiveness of the measures adopted by it;
Sub-Processor	means any third party appointed to Process Personal Data on your behalf relation to the Award of Funding;
Working Days	means a day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971.

2. PROTECTION OF PERSONAL DATA

2.1 In this Schedule 6 the following terms shall have the meaning given to them in the GDPR: Controller, Processor, Data Subject, Personal Data, Process, Personal Data Breach, Data Protection Officer.

2.2 The Parties acknowledge that for the purposes of the Data Protection Legislation we are the Controller and you are the Processor.

2.3 The only Processing of Personal Data you are authorised to do is described in this Schedule 8 or is the subject of prior written approval by us and may not be determined by you.

2.4 You must notify us immediately if you consider that any of our instructions infringe the Data Protection Legislation.

2.5 You must provide all reasonable assistance to us in any on-going Data Protection Impact Assessment prior to and after commencing any Processing. Such assistance may, at our discretion, include:

2.5.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

2.5.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Purposes;

2.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

2.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.6 You must in relation to any Personal Data Processed in connection with your obligations under the Award of Funding:

2.6.1 process that Personal Data only in accordance with Condition 2.3 of this Schedule 8, unless you are required to do otherwise by Law. If you are so required you must promptly notify us before Processing the Personal Data unless prohibited by Law;

2.6.2 ensure that you have in place Protective Measures, which have been reviewed and approved by us as appropriate, to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

2.6.3 you must, where you are required to notify Data Subjects of the purpose and detail of the Processing to be undertaken, cooperate with us to agree an appropriate notice which complies with the Data Protection Legislation. The notice must have our prior written approval.

2.6.4 ensure that your Personnel do not Process Personal Data except in accordance with the Award of Funding;

2.6.5 ensure that you take all reasonable steps to ensure the reliability and integrity of any of your Personnel who have access to the Personal Data and ensure that they:

- (i) are aware of and comply with your obligations under the Conditions;
- (ii) are subject to appropriate confidentiality undertakings with you or any Sub-Processor;
- (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by us or as otherwise permitted by the Award of Funding; and
- (iv) have undergone adequate training in the use, care, protection and handling of Personal Data;

2.6.6 not transfer Personal Data outside of the EU unless our prior written consent has been obtained and the following conditions are fulfilled:

- (i) we or you have provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by us;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) you comply with your obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if you are not so bound, you must assist us in meeting our obligations); and
- (iv) you comply with any reasonable instructions notified to you in advance by us with respect to the Processing of the Personal Data;

2.6.7 At our written direction, delete or return Personal Data (and any copies of it) to us on expiry of the Award of Funding unless you are required by Law to retain the Personal Data.

2.7 Subject to Condition 2.8, you must notify us immediately if in connection with the Award of Funding you:

2.7.1 receive a Data Subject Access Request (or purported Data Subject Access Request);

2.7.2 receive a request to rectify, block processing or erase any Personal Data;

2.7.3 receive any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.7.4 receive any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Award of Funding;

2.7.5 receive a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

2.7.6 become aware of a Data Loss Event.

2.8 Your obligation to notify under Condition 2.7 of this Schedule 8 includes the provision of further information to us in phases, as details become available.

2.9 Taking into account the nature of the Processing, you must provide us with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Condition 2.7 of this Schedule 8 (and insofar as possible within the timescales reasonably required by us) including by promptly providing us with:

2.9.1 full details and copies of the complaint, communication or request;

2.9.2 such assistance as we may reasonably request to enable us to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

2.9.3 at our request, any Personal Data you hold in relation to a Data Subject;

2.9.4 assistance as we may reasonably request following any Data Loss Event;

2.9.5 assistance as we may reasonably request with respect to any request from the Information Commissioner's Office or any consultation by us with the Information Commissioner's Office.

2.10 You must maintain complete and accurate records and information to demonstrate your compliance with this Condition 2 of this Schedule 8. This requirement does not apply where you employ fewer than 250 staff unless:

2.10.1 we determine that the Processing is not occasional; or

2.10.2 we determine the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Articles 10 of the GDPR; or

2.10.3 we determine that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

2.11 You must allow for audits of your Data Processing activity by us or our designated auditor.

2.12 You must designate a data protection officer if required by the Data Protection legislation.

2.13 Before allowing any Sub-Processor to Process any Personal Data related to the Award of Funding you must:

2.13.1 notify us in writing of the intended Sub-Processor and Processing;

2.13.2 obtain our prior written consent;

2.13.2 enter into a written agreement with the Sub-Processor which gives effect to the terms set out in this Condition 2 of this Schedule 8 such that they apply to the Sub-Processor; and

2.13.3 provide us with such information regarding the Sub-Processor as we may reasonably require.

2.14 You shall remain fully liable for all acts or omissions of any Sub-Processor.

2.15 We may at any time on not less than 30 Working Days notice revise this Condition 2 of this Schedule 8 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Award of Funding).

2.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. We may on not less than 30 Working Days' notice to you amend the Award of Funding to ensure that it complies with any guidance issued by the Information Commissioner's Office.

2.17 For the avoidance of doubt, nothing in the Award of Funding shall relieve you of your own direct responsibilities and liabilities under the Data Protection Legislation.

2.18 You agree to indemnify and keep us indemnified against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by us as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of your unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data process by you , your employees or agents in your performance of the Award of Funding or as otherwise agreed between the Parties.

2.19 The provisions of this Condition 2 of this Schedule 6 shall apply during the continuance of the Award of Funding and indefinitely after its expiry].

TWO SIGNATORIES ARE REQUIRED

GRANT ACCEPTANCE:

We declare we are duly authorised to accept the award of Funding in relation to Regional Consortia School improvement Grant 2020-2021 and the Conditions relating to the Funding. (Issued 29th July2020)

_____ Signature

An authorised signatory of Pembrokeshire County Council

_____ Name

_____ Job Title

_____ Date

_____ Signature

An authorised signatory of Pembrokeshire County Council

_____ Name

_____ Job Title

_____ Date

_____ Signature

An authorised signatory of the ERW Consortium

_____ Name

_____ Job Title

_____ Date