



Llywodraeth Cymru
Welsh Government

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

26 August 2020

Dear Mr Haswell,

Award of Funding in relation to the Pupil Development Grant 2020/21

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to £21,283,060 (“the Funding”) 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. We will follow up additional queries on the submitted support plans with the Pupil Development Grant Strategic Adviser.

Allocations

Your Consortium’s allocation is based on PLASC data for 2019 using year groups. For 2020-21 your allocation will be:

| | Number of eligible learners | Allocation £ |
|---|------------------------------------|---------------------|
| Learners eligible for free school meals (e-FSM) | 14,389 | 16,547,350 |
| Learners in early years settings (EYPDG) | 2,941 | 3,382,150 |
| Learners eligible for FSM in PRUs and EOTAS | 162 | 186,300 |

| | Number of eligible schools | Allocation £ |
|--------------------------------|-----------------------------------|---------------------|
| Schools with no e-FSM learners | 17 | 19,550 |

Your allocation for looked after children is based on numbers taken from the Children Receiving Care and Support Census (2019). For 2020-2021 your allocation to support these learners will be:

| | Number of eligible learners | Allocation £ |
|---------------------------------|------------------------------------|---------------------|
| Looked after children aged 3-15 | 794 | 913,100 |

| Additional Funding | Allocation £ |
|---------------------------|---------------------|
| Consortia led Funding | 156,929 |
| PDG Strategic Advisor | £77,681 |

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.

3. Interpreting the Conditions

Any reference in the Conditions to:

'you', 'your' is

Section 151 Officer
Pembrokeshire County Council
Haverfordwest
Pembrokeshire
SA61 1TP

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

'Welsh Government Official' is to

Tania Nicholson
Support for Learners Division
Welsh Government
Cathays Park
Cardiff
CF10 3NQ

Tel: 03000 256985

Email: Tania.nicholson@gov.wales

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

'Project Manager' is to the PDG Strategic Adviser and PDG-LAC Lead Coordinator

Dylan Williams
PDG Strategic Adviser
Education through Regional Working
Y Llwyfan
College Road
Carmarthen
SA31 3EQ

'Application' is to your PDG Support Plan submitted on 8 August 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;

'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) You must achieve the targets and outcomes set out in your Pupil Development Grant Support Plan.
 - (d) 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.
 - (e) 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.
- (a) **Funding pre-conditions** 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; confirmation that you have in place a current and valid collaboration agreement between the parties in the consortium;

- (ii) 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;
 - (iii) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence and complete the Purposes;
- (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.
- (c) Agreement that the Pupil Development Grant will be delegated to schools and early years maintained settings in its entirety, with the exception of the looked after children (LAC) element and the EOTAS element to be paid to the regional consortia to manage and optimise effectiveness across the region; and the Early Years non maintained settings which is delegated to the local authority. You are expected to ensure:
- i) funding (as it is allocated based on the number of pupils who are eligible for free school meals) will be used to improve outcomes for pupils eligible for free school meals and reduce the difference in attainment between those eligible for free school meals and those who are not;
 - ii) funding (as it is allocated based on the number of learners who are LAC) will be used to improve outcomes for pupils who are LAC, or adopted from care, and reduce the difference in attainment between this cohort and their peers;
 - iii) that the element of the grant allocated for LAC learners will be retained and managed centrally by the consortium;
 - iv) that the element of the grant allocated for EOTAS and PRU learners will be retained and managed centrally by the consortium; and
 - v) that all schools publish their PDG Plan on their website.

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 schedule. 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 Schedule 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) notify us of any funding received by you from any source in relation to the effects of the spread of the Coronavirus (COVID-19) including but not limited to your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme.

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. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK

Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme.

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 completed Lead Authority Allocation Certificate by 30 September 2020 and
 - ii) ensuring progress on this grant is reported to the Welsh Government via the Challenge and Review reporting mechanism. This will be an exception report on progress to date aligned to Education in Wales: Our national mission and include:
 - setting challenging targets; and
 - monitoring and evaluating the impact of the funding, risks and issues.
 - iii) Meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require. Specifically, half termly joint meetings with consortia PDG strategic advisers and LAC co-ordinators, along with the Raising Attainment Advocate, to discuss how you work with schools to ensure effective use is made of the PDG to improve outcomes for learners who are eligible for free school meals or looked after children.
 - iv) In particular we want to know how you will ensure schools:
 - adopt a more equitable approach to funding to ensure that greater investment is made at KS3;
 - continue to work with both maintained and non-maintained early years providers to ensure they are making effective use of the grant, whilst strengthening your links with the non-maintained settings;
 - manage and optimise the effectiveness for EOTAS learners across the region; and
 - manage and optimise the effectiveness for looked after children across the region.
- (b) Meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;

- (c) 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;
- (b) Under paragraph 17 of Schedule 8 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 10 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>

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 Pupil Development Grant 2020/21

- (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.comisiynyddygybraeg.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 cursive script, appearing to read 'Tania Nicholson'.

Signed by Tania Nicholson
under authority of the Minister for Education, one of the Welsh Ministers

SCHEDULE 1

The Purposes

The Purpose of the Funding is to

From April 2020, the PDG will be allocated to support:

- learners who are eligible for free school meals and who are educated in maintained schools
- eligible learners who are singly-registered in pupil referral units (PRUs) and education other than at school (EOTAS)
- eligible learners in early years settings where the Foundation Phase is delivered
- looked after children (LAC), and former LAC who have been adopted from care or who are subject to a special guardianship or residence order aged 3-15

The PDG Funding should be used to:

- develop staff, both teaching and support, in the use of practice such as growth mind-set and quality feedback, that are currently viewed to be the most effective for learners from deprived backgrounds.
- intervene early to address weakness, particularly in literacy and numeracy. This applies to early years but is also relevant at the start of secondary school and at any point that a weakness is observed.
- ensure that increased resources are targeted at Key Stage 3, both in the classroom and in enrichment activities and raising aspirations, while recognising the importance of Year 11 for all learners. In support of the principles of early intervention and prevention, the Minister for Education expects secondary schools to deliver an aspiration of 60% of PDG invested in Key Stage 3 learners.
- identify where and when support is required using appropriate diagnostic and tracking systems and what this looks like.

We are asking you to set out how you will work with schools to ensure that effective use is made of the PDG to improve outcomes for learners who are eligible for free school meals (eFSM) in maintained schools. In particular, we want to know how you will ensure schools:

- monitor and evaluate the impact of the funding;
- adopt a more equitable approach to funding to ensure that greater investment is made at Key Stage 3;
- receive the necessary support to enable Head teachers to identify, use and evaluate chosen approaches to ensure continued effective

improvement.

We ask that you continue to work with maintained and non-maintained early years providers to ensure they are making effective use of the grant, whilst strengthening your links with the non-maintained settings.

We ask you consider cluster models when determining the most effective use of funding to support the delivery of improved outcomes for disadvantaged learners.

The Welsh Government acknowledges new schools will come on stream after the data collection period. We would expect you to continue to manage funding of schools that are closing; amalgamating or new in a strategic and planned manner as you have done previously.

We also ask that you manage your Consortia led funding allocation as per the terms set out in the Grant Invitation Letter.

The looked after children element of the PDG, which supports the educational attainment of looked after children and other related groups who have similar needs, will continue to be managed regionally by the consortia. This will allow for continued strategic use of the grant, and you should consider how you will plan, set targets and support learners who are looked after, adopted and subject to care orders through effective use of the grant.

In line with the Welsh Government's looked after children education plan (Raising the ambitions and educational attainment of children who are looked after in Wales) the PDG should be used to meet the costs of identifying a lead coordinator who will retain strategic focus on looked after children in education and ensure the delivery of an agreed, strategic programme of work.

The lead coordinators in each consortium should work with local authorities and schools to identify and share good practice via the National Delivery Group for looked after children.

In addition to the PDG allocation for schools and settings an allocation is provided to retain the services of a strategic adviser. This role is supplementary to the role of the looked after children lead coordinator and as such needs to be reflected in the structure of the posts and any administrative support. This will cover costs associated with the role, including travel and subsistence (in recognition of the geographical spread and the need to work with schools right across the region and the need to meet each half-term with the Welsh Government and Raising Attainment Advocate (although these meetings are expected to take place virtually in the short term at least)), and administrative support (to enable the lead to operate effectively at a strategic level).

Where the PDG strategic adviser and PDG-LAC lead coordinator roles are combined, evidence is expected to be provided to satisfy us that the Funding provided for the two distinct roles is being used solely and fully for the Purposes outlined. Where the two roles are combined and being performed by one member of staff, wider consortia resources and support will need to be put in place to facilitate the effective delivery of both roles.

PDG strategic advisers and PDG-LAC coordinators should provide robust, constructive challenge and high quality support to enable head teachers and governing bodies to improve the attainment of disadvantaged learners. This equitable approach will strengthen regional leadership arrangements and ensure greater national consistency in supporting disadvantaged learners across Wales.

PDG strategic advisers and PDG-LAC coordinators should facilitate a partnership approach to PDG and raising the attainment of disadvantaged learners across the region and collaboration and consistency at a national level.

PDG strategic advisers and PDG-LAC coordinators will work with the Welsh Government and our Raising Attainment Advocate, Sir Alasdair Macdonald, to strengthen collaboration across Wales and ensure that good practice is shared and built upon. They will be expected to have a strong knowledge of all settings (including non-maintained settings) in the region, including understanding the associated data, to allow them to identify schools that need support to improve and identify best practice so that this is shared regionally and nationally.

Building networks through identification of key leads within every school and establishing a regional 'network of leaders' to support and drive progress will be critical.

Strategic advisers and coordinators will be the point of contact for all schools and settings on effective and evidence based interventions. They will be expected to provide extra support and guidance advising on:

- appropriate interventions based on the latest evidence;
- using whole school approaches;
- the benefits of tracking;
- supporting evaluation of current practices; and
- facilitating regional support networks.

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 % | Accompanying Documentation |
|-------------------------|----------------|-------------------------|---|
| April – June 2020 | 31 July 2020 | 22.5 | <p>Each quarter:</p> <ol style="list-style-type: none"> 1. Progress of the PDG will be evaluated at Challenge and Review meetings in advance of which you will be required to provide a short report on progress to date aligned to Our national mission. 2. The Project Manager will meet with Welsh Government officials each half term. The meetings will be held jointly with all consortia leads and the WG Raising Attainment Advocate. These meetings and supporting documents will focus on successes, challenges and case studies; and also provide opportunities for learning and development and to ensure national consistency. |
| July – September 2020 | 5 October 2020 | 20 | |
| October – December 2020 | 6 January 2021 | 22.5 | |

| | | | |
|----------------------|--------------|----|---|
| January – March 2021 | 2 March 2021 | 35 | End of year report and meet with WG Officials |
|----------------------|--------------|----|---|

*This grant will be paid in arrears based on the percentages above.

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

We declare we are duly authorised to accept the award of Funding in relation to Pupil Development Grant 2020-2021 and the Conditions relating to the Funding.



Signature
An authorised signatory of Pembrokeshire County Borough Council

Sarah Edwards Name

Deputy Chief Finance Officer Job Title

26/08/20 Date

Signature
An authorised signatory of Pembrokeshire County Borough Council

Yan James Name

Interim Managing Director Job Title

26/08/2020 Date



Signature
An authorised signatory of Education through Regional Working