

Mr Barrie Davies Department Officer 151 Rhondda Cynon Taf County Borough
Council, The Pavilions, Clydach Vale, Tonypanydy CF40 2XX

March 2022

Dear friend

Award of Funding in respect of Informal Use of Welsh Program (3-18 years)

1. Award of Funding

(a) It is a pleasure to inform you that you have been awarded funding of up to £77,800.00 (seventy-seven thousand eight hundred pounds) ("the Funding") for the Purposes (as defined in Condition 4 (a)).

(b) The Funding covers the period from 1 April 2022 to 31 March 2023 and must be fully claimed by 31 March 2023. Otherwise any part of the unclaimed Funding will not be available to you after this date.

(c) This letter will be effective from the date of the signature signifying your acceptance as set out on the admission page below.

(d) If you have any questions regarding the award of this Funding or the Conditions, please contact the Welsh Government Officer who will be happy to assist.

2. Managing Subsidies

(a) This Funding judgment is made on and subject to the Conditions, and under the Minister for Education and Welsh Language, one of the Welsh Ministers, acting in accordance with sections 10 of the Education Act 1996, 61 (k), 70 and 71 (1) of the Government of Wales Act 2006.

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3. Interpretation of these Conditions

Any reference in these Conditions to:

'You', 'your' is a reference to
Central South Consortium
Valleys Enterprise Centre
Navigation Park
Mountain Ash
Abercynon
CF45 4SN

'We', 'our' refer to the Welsh Ministers;

'Welsh Government Officer' refers to
Anna Miller
Welsh Language Division
Welsh Government
Cathays Park
Cardiff
CF10 3NQ

Phone: 03000 258378

Email: anna.miller@llyw.cymru

or any other Welsh Government official notified by us.

'Project Manager' refers to your project manager responsible for the day-to-day management of this Finance award:

Bethan Davies / Christopher Newcombe
Central South Consortium
Valleys Enterprise Centre
Navigation Park
Mountain Ash
Abercynon
CF45 4SN

Phone: 01443 281411

Email: bethan.davies2@cscjes.org.uk

'Assurance statement' refers to the Statement of Assurance: anti-fraud and governance procedures set out in Schedule 6; Grants Centre of Excellence, Standard Grant Letter Including Post Payment Conditions Version 13.0 - July 2021 reviewed before or on 01 June 2022 3

'**Business Day**' refers to a day other than a Saturday, Sunday, Christmas day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971;

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

'**Costs incurred**' refers to the cost of the goods and / or services you have received irrespective of whether you have paid for them by the date of your claim;

'**Costs incurred and paid**' refers to the cost on invoice for the goods and / or services which you have received and paid for by you in cash cleared by the date of your claim;

'**Notifiable Event**' refers to any event listed in Schedule 3;

'**Indicative Payments Profile**' refers to the indicative payments profile specified in Schedule 4;

'**Personnel**' refers to your managers / employees and suppliers or any other person appointed or employed by you in relation to the Purposes;

'**Schedule**' refers to the schedules attached to this letter;

any reference to legislation whether domestic or international law shall include all amendments and substitutions and re-enactments of such legislation in force from time to time.

4. What you have to use the Funding for

(a) You must use the Finance for those purposes only, specified in Schedule 1 (the "**Purposes**").

(b) You must achieve the targets and outcomes set out in Schedule 2 (the "**Targets**").

(c) If any changes need to be made to the Purposes or Targets, you will need to obtain our written consent before implementing these changes. Please note that we do not have to give permission, but we will consider all reasonable written requests.

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(d) You may not use any part of the Funding for any kind of activity that we consider may bring us into disrepute, including but not limited to (1) the purposes of party politics, (2) the promotion of secular views, religious or political particular, (3) gambling, (4) pornography, (5) offering sexual services, or (6) any type of illegal activities.

(e) You may not use any part of the Funding for: (1) purchase of capital equipment (other than as specified in the Purposes), (2) your legal fees in connection with this letter, (3) Costs incurred or Costs incurred and paid by you in carrying out the Purposes before the period referred to in Condition 1 (b).

5. Funding Preconditions

(a) We will not pay you any part of the Funding until you have provided us with the following information and documents:

i) this letter signed by you;

ii) documentary evidence that you have put in place all the staff and other resources detailed in the Application as required to begin and complete the Purposes;

iii) the completed Statement of Assurance;

(b) Where you are required to provide us with information and documents as evidence that you have satisfied a pre-condition, or a specific Condition or to support a claim, the information and documents must be acceptable to us in all respects. We reserve the right to reject any information and documents which we do not accept for any reason, and / or to request any further or additional information and / or documents in support of the Funding application.

6. How to claim the Funding

(a) You may claim the Finance in arrears as specified in the Indicative Payment Profile.

You must claim the Funding in accordance with the dates specified in the Indicative Payment Profile. You must claim the Finance promptly. We reserve the right to withdraw any portion of the Funding which you have not promptly claimed.

(b) You must submit your claims for payment of the Funding to the Welsh Government Officer.

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(c) You must use our current claim form (available from the Welsh Government Officer) and attach the information and documents specified in the Indicative Payment Profile along with the following:

i) confirmation that you are acting in all respects in accordance with your constitution;
ii) confirmation that you have the appropriate financial, risk and control systems in place before using any part of the Funding to provide a grant or to procure any goods or services from third parties;

(e) We will aim to pay all valid claims as soon as possible and usually within 20 business days of receiving a valid claim made in accordance with the provisions of this letter, and always as long as the pre-conditions of the Funding set out in Condition 5 above have been met and, at the date of the claim and the date of payment of the Funding to you:

i) the statements made in Condition 8 below are true and correct and will be true and correct immediately upon payment to you of the relevant Funding; and

i) there is no Notifiable Event going on or there is no possibility of a Notifiable Event arising from the proposed Funding.

7. Your general obligations to us

You have to:

(a) protect the Finance from fraud generally and, in particular, fraud on the part of your Personnel, and you must inform us immediately if you have reason to suspect that fraud has occurred, is occurring or is likely to occur in your organization, whether or not it relates to the Finance. You must also participate in such fraud prevention initiatives as we may from time to time require:

(b) maintain proper procedures for dealing with any conflicts of interest in relation to the Funding, whether actual, potential or perceived;

(c) comply with all applicable domestic or international laws and regulations, and official directives;

(d) to arrange and continue to maintain adequate insurance cover for the risks that may arise in connection with any property or activity carried out in carrying out the Purposes. We reserve the right to require you to produce evidence of your insurance;

(e) establish and maintain proper financial, risk and control systems before using any

part of the Funding to provide grant or acquire any goods or services from third parties;

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(f) co-operate fully with the Welsh Government Officer and any other Welsh Government employee or any consultant appointed by us to monitor your use of the Funding and your compliance with these Conditions;

(g) inform us immediately if any statement made in Condition 8 is in any way incorrect or, at any time repeated with reference to the facts and circumstances then prevailing, wrong;

(h) inform us of any funding you have received from any source that is procured or used in conjunction with the Funding to directly support the Purposes, including but not limited to your insurance provider (business cancellation / disruption insurance), the UK Government Coronavirus Vacancy Retention Scheme and / or any other Welsh Government fund / scheme and other funders. This Condition is intended to avoid duplicate funding in relation to the Purposes.

8. Statements

You state:

(a) you have the power to undertake and fulfil the obligations set out in these Conditions, and you have taken all necessary steps to authorize the undertaking and performance of the obligations under these Conditions;

(b) any limitation on your powers is not exceeded as a result of claiming the Funding, or as a result of providing any assurances contemplated by the Conditions;

(c) undertaking, undertaking by you or the transactions contemplated by this letter does not and will not conflict with the following:

i) your constitutional documents;

ii) any agreement or instrument that is binding on you or your assets or constitutes a default or termination event (however described) under any such agreement or instrument; or

iii) any judicial or official law or regulation or order, which applies to you;

(d) no Notifiable Event is taking place or a Notifiable Event is not reasonably expected to result from

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provide the Funding and there is no event or other circumstance that is current that constitutes (or would, at the expiration of the grace period, give notice, make any decision or any combination of these things) a default or termination event (however described) under any agreement or other instrument which is binding on you or to which any or more of your assets are subject to it;

(g) no litigation or arbitration or administrative proceedings are pending or threatened to the best of your knowledge, which are, or could have, an adverse effect on your ability to carry out and comply with any of these Conditions;

(f) we have fully disclosed to us all relevant facts or circumstances which require disclosure to ensure that we can obtain a true and accurate view of your business and your activity (current and proposed), or it should be provided to any person who is considering providing you with funding;

(g) any information, in written or electronic form, provided by you to us in connection with the Finance, at the time it was provided or the date on which it was provided (as the case may be):

i) in the case of factual information, complete, true and accurate in all material respects;

ii) in the case of a financial projection, prepared on the basis of recent historical information and on the basis of reasonable assumptions and after careful consideration;

iii) in the case of opinion or intent, made on a reasonable basis and after careful consideration and fairness; and

iv) such information is not misleading in any material respect, nor is it misleading by a failure to disclose other information,

except to the extent that it has been amended, superseded or updated by later information that you have provided to us.

(h) you have discussed and agreed the Targets with us, and are confident that they are realistic and achievable;

(i) there are no real, potential or perceived conflicts of interest in relation to the Funding;

(j) acceptance of this award of Finance shall not result in duplicate funding in respect of the activities necessary to fulfil the Purposes. This includes but is not limited to any payments you have received in respect of the effects of the spread of the coronavirus (COVID-19) from your insurance provider

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(business cancellation / disruption insurance), the UK Government Coronavirus Vacancy Retention Scheme and / or any other Welsh Government fund / scheme and other funders.

(k) You will be deemed to have repeated the statements in this Condition 8 on each date when you may have an obligation to repay us the Revenue award, and by reference to the facts and circumstances prevailing at such date.

(l) the information contained in the Statement of Assurance is complete, true and accurate.

9. Notifiable Events and their consequences

(a) You must notify us immediately of any Notifiable Event that has occurred or is likely to occur but we also reserve the right to notify you when we consider that a Notifiable Event has occurred, is occurring or is likely to occur;

(b) We will either

i) inform you that we consider, in our absolute discretion, that the Notifiable Event cannot be remedied; or

ii) if we consider at our absolute discretion that the Notifiable Event is justifiable, seek to discuss the Notifiable Event with you with a view to agreeing actions to address the Notifiable Event.

(c) We may take any of the steps listed in Condition 9(d):

i) if we have not, despite our efforts, been able to discuss the Notifiable Event with you; or

ii) if we inform you that in our opinion the Notifiable Event cannot be remedied; or

iii) if actions to address and / or remedy the Notifiable Event are not agreed with you; or

iv) if actions to address and / or remedy the Notifiable Event are agreed with you and you then fail to follow through, or if any condition relating to the actions (including, without limitation, the timetable for such actions) in a way that is to our liking; or

v) if the course of action fails to rectify the Notifiable Event in a way that is to our liking.

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(d) In the event of any of the circumstances specified in Condition 9 (c) we may inform you, in our absolute discretion, that we are acting as follows:

- i) withdraw the Finance award; and / or
- ii) require repayment of all or part of the Funding; and / or
- iii) suspend or finalize all further payments of the Funding; and / or
- iv) make all further payments of the Funding subject to such conditions as we may determine; and / or
- v) withdraw all amounts due to us under these Conditions from any other funding that we have or may have allocated to you; and / or
- vi) exercise against you any other rights we may have with respect to the Funding.

(e) All Funding repayments must be made within 20 Business Days of the date of our order.

10. Monitoring requirements

You have to:

(a) provide us with such documents, information and reports as we may from time to time reasonably request, so that we may monitor your compliance with the Conditions including:

- i. quarterly target reports
- ii. quarterly financial report

(b) meet with the Welsh Government Officer and such other representatives as we may reasonably request from time to time to meet with you; including:

- i. quarterly monitoring meetings

(c) ensure that the Project Manager (or such other person as may be agreed by us) and any other person required by us are present at all meetings with the Welsh Government Officer.

11. Audit Requirements

(a) You have to:

i) maintain complete, accurate and valid accounting records which record all income and expenditure in relation to the Purposes;

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ii) without charge, allow any officer or officers of the Welsh Government, the Wales Audit Office or any UK subsidy enforcement body, at any reasonable time and after you have received reasonable notice (in exceptional circumstances, such as suspension or detect fraud, it may not be practicable to give you reasonable notice), visit your premises and / or inspect any or all of your activities and / or inspect and make copies of your books of account and whatever documents or other records, however kept, which may, in the officer's reasonable opinion, relate in any way to your use of the Funding. This undertaking does not diminish the effect of any other statutory rights and powers exercisable by the Welsh Government, the Wales Audit Office or any UK subsidy enforcement body, or any officer, servant or agent of any of the above , and the undertaking is subject to such statutory rights and powers;

iii) retain this letter and all original documentation relating to the Finance until we have informed 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 funds provided by the Welsh Government. He and his officials have the power to require relevant persons, who manage or hold documents, to provide whatever assistance, information and explanations they require; and requiring those persons to appear before them for such a purpose. The Auditor General and his staff may exercise this right at any reasonable time.

12. Obligations to third parties

(a) Nothing in these Conditions imposes any obligation on us in respect of any obligation you owe to any third party (including, without limitation, employees and contractors).

(b) You must indemnify us from any liabilities, claims, lawsuits, demands for payment, losses, costs and expenses, which we have suffered or incurred directly or indirectly, as a result of or in connection with any failure on your part to fulfil, in whole or in part, any obligation you may have to a third party.

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13. Intellectual property rights and publicity

(a) Nothing in these Conditions transfers to us any rights in intellectual property created by you as a result of the Purposes.

(b) You must acknowledge the assistance you receive from us in connection with the Purposes. That acknowledgment must be in a form approved by us, and must comply with Welsh Government branding guidelines.

(c) You must provide the Welsh Government Officer with details of all approvals listed in Condition 13(b) for approval by us before using such material and you may not use such details without our written approval in advance. We will aim to respond to all written requests within 5 Business Days.

(d) You agree that from the date of this letter up to 5 years from the date of the last payment of the Funding, we may include details of your organization and business, and the Finance and Purposes in promotional materials for the Welsh Government, and you further agree to co-operate with reasonable requests from us for the purpose of preparing 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 EU version of law targeted from the General Data Protection Regulation ((EU) 2016/679) ("UK GDPR").

(b) You acknowledge that we are responsible for deciding in our absolute discretion whether to:

(i) disclose any information we have obtained under or in connection with the Finance, to the extent that we are required to disclose such information to a person applying for a disclosure under the FOIA or the EIR; and/or

(ii) exempt any information from disclosure requirements under the FOIA or the EIR.

(c) You acknowledge that we may share any data you provide to us with anti-fraud agencies and third parties for fraud prevention and detection purposes. Any personal data collected by us is controlled in accordance with our Privacy Notice displayed here Privacy notice: Welsh

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(d) You should refer to Schedule 7 which provides details of your obligations in relation to the UK GDPR.

15. Buying goods and services

(a) If you decide to purchase any goods and / or services to fulfil the Purposes, they must be purchased competitively and sustainably to show that you have (i) achieved the best value in the use of public funds, and (ii) comply with your conflict of interest policy at the relevant time.

(b) From time to time, we may ask for evidence from you to demonstrate that you are complying with this Condition 15. Such evidence could be in the form of evidence that you:

) comply with any procurement regulations, legislation or guidelines in force from time to time which you, or any person conducting business or a function of the same nature to yourself or similar, is subject to to them; or

ii) comply with your procurement policy in force at the relevant time; or

iii) have received at least three written quotations for the relevant goods and/or services. You must provide such evidence to us promptly after our written request for such evidence.

16. Notice

(a) All notices given under these Conditions 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 of Informal Use of Welsh Program (3-18 years)"

(b) The address and contact details for the purpose of service of a notice under these Conditions are as follows

You: the Project Manager at the address specified in Condition 3. Grants Centre of Excellence, Standard Grant Letter Including Post Payment Conditions Version 13.0 - July 2021 reviewed before or on 01 June 2022 13

Us: the Welsh Government Officer at the address specified in Condition 3.

(c) A notice shall be deemed to have been duly served as follows: -

Prepaid first class mail: on the second Business Day after the posting date.

By hand: at the time it is sent to the address, or the next Business Day if it arrives after 4pm or on a weekend or public holiday.

By email attachment: at the time it is sent, or the next Business Day if sent after 4pm or on a weekend or public holiday.

17. Equality

You must have equality policies in place regarding employment, use of volunteers and service delivery, in accordance with the Equality Act 2010.

18. The Welsh Language

(a) The Welsh Government is committed to supporting the Welsh language and its culture and the 2050 Welsh language strategy: A million Welsh speakers provides a vision for growing and further developing the Welsh language.

(b) Where the Purposes include or relate to the provision of services in Wales, they must be provided in Welsh and English unless it is unreasonable or disproportionate to do so. They must be provided in a way that does not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.

(c) Where the provision of services forms part of the Purposes, you must act in accordance with the Welsh Language (Wales) Measure 2011 and the Wales 2050 objectives. In practice, this will include the following:

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- i) Ensure that any written material produced, including digital material, is bilingual.
 - ii) Ensure that any signs are bilingual.
 - iii) Ensure that any training or public events are held bilingually.
 - iv) Actively promote and facilitate the Welsh language (including providing services and increasing opportunities to use Welsh) within funded activities.
- (d) For general advice on providing services bilingually and for information on organizations that can help you, please contact “Helo Blod”, a Welsh language advice service, by phoning 03000 258888 or emailing heloblod@llyw.cymru

19. Sustainable development

How you use the Funding must contribute to the Welsh Government's well-being objectives set out in the Welsh Government's Program for Government. You must work in a sustainable way (the sustainable development principle) in delivering the Purposes to ensure that you work in a preventative, integrated, long-term and collaborative way that includes people who reflect the diversity of Wales. See Schedule 1 for more information.

20. Functions of the Welsh Ministers

You acknowledge that the Welsh Ministers have a range of functions that will continue to accrue and be amended, and that the Welsh Ministers must make decisions on each individual function in the light of all material considerations, excluding all irrelevant considerations. You agree that nothing contained or implied in, or arising out of or in connection with, these Conditions shall in any way prejudice, impede, or affect the functions of the Welsh Ministers or any of them, or bind the Welsh Ministers, or any of them to exercise, or refrain from exercising, their functions in any particular way.

21. In General

- (a) Should, at any time, any of these Conditions become, or be considered invalid, unlawful or unenforceable

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in any way under any law, in no way shall it be affected or interfered with on the validity, legality and enforceability of the remaining provisions.

(b) Failure or delay on our part to exercise any power, right or remedy under these Conditions shall not act as a waiver of, or prevent us from, the exercise of such power, right or remedy or further remedy, or exercise any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative, and do not exclude any powers, rights or remedies provided by law.

(c) Any amendment or variation to these Conditions must be in writing and signed by us and you, in the same manner as this letter (or as otherwise agreed in writing by us from time to time

(d) You may not assign, or otherwise dispose of, your rights, benefits, obligations or duties under these Conditions.

(e) Conditions 7, 9, 11, 13, 14, and 21 (e), and such other Conditions which, by implication, need to continue beyond the final payment of the Funding, shall remain so in their full force and effect.

(f) The Funding award is made solely to you and no other person is entitled to make any claim in respect of, or to rely upon or enforce any of these Conditions.

(g) In circumstances where you include two or more persons or bodies, the obligations of those persons or bodies will be joint and individual, and default on the part of one of the persons or bodies shall be regarded as default by each un.

(h) These Conditions, and any dispute or claim (including any disputes or non-contractual claims) arising in connection with, or as a result of their formation or subject area, shall be governed and construed in accordance with the laws of England and Wales. as applied in Wales, and the parties to these Conditions submit to the exclusive jurisdiction of the courts of England and Wales.

22. How to accept this offer of Funding

(a) To receive this offer of Funding, you must sign and return a copy of this letter to the Welsh Government Officer. Nothing of this Funding will be paid to you until we have

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received your signed letter and the completed Statement of Assurance.

(b) We must receive your signed letter within 14 days of the date of this letter, otherwise this Finance award will automatically lapse.

Your sincerely

Signed by Anna Miller,

Under the authority of the Minister for Education and Welsh Language,

one of the Welsh Ministers. Grants Centre of Excellence, Standard Grant Letter

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SCHEDULE 1

The Purposes

The purpose of the Funding awarded to you is to enable you to implement the informal use of Welsh program (ages 3-18).

The funding is part of a national program, which will be funded through the regional consortia, to increase the informal use of Welsh among children and young people.

Allocation of responsibilities for the Consortia Welsh Government's informal use of Welsh program (age 3-18)

(Language Charter)

Strategic planning

- Develop a general vision based on behavioural science.
- Develop guidelines for the four schemes within the program.
- Setting targets for the implementation of the informal use of Welsh program (ages 3-18)
- Adapt the vision to meet local needs.
- Support schools to deliver the informal use of Welsh program (ages 3-18)
- Provide a quarterly progress report against targets.

Funding

- Provide funding in accordance with the funding formula based on the number of Welsh medium schools in each area.
- Communicate expectations for spending the funds clearly.
- Use the funding for the purposes of the informal use of Welsh program (ages 3-18) only
- Report expenditure on a quarterly basis

Resources

- Develop a bank of resources suitable for the relevant age groups on Hwb
- Manage the overall brand of a Language Charter
- Work with external partners to co-create resources
- Ensure that schools are aware of the resources available to them
- Adapt resources where necessary adhering to brand guidelines and principles of behavioural science.

Validation

- Develop a national approach to validation.
- Develop a protocol for self-evaluation for the post-golden era.
- Develop validation and self-evaluation criteria appropriate to the local area.

Partnership working

- Work with external partners to develop a national protocol for activity opportunities.
- Implement the protocol at a regional level.
- Develop relationships with local groups to either create opportunities for activities at regional level or to help schools provide opportunities.

SCHEDULE 2

Targets Target

Description

Date target should be met

Evidence required

The successful day to day operation of the scheme within the region's schools and their communities.

31 March 2023

Progress and comments according to the quarterly report

Support schools in implementing the Language Charter including visits (virtual if necessary) to all schools at least three times a year.

31 March 2023

Progress and comments according to the quarterly report

Monitor regional implementation of the project by receiving termly reports on project implementation in each county.

31 March 2023

Progress and comments according to the quarterly report

Helping schools celebrate and publicize successes locally through media and social media.

31 March 2023

Progress and comments according to the quarterly report

Facilitate the sharing of good practice between schools within the region through meetings and events, and contribute to the national sharing of good practice through Stakeholder Group meetings and through the HWB website.

31 March 2023

Progress and comments according to the quarterly report

Encourage links between schools and regional external partners.	31 March 2023	Progress and comments according to the quarterly report
Provide training for school workforces to assist the implementation of the Language Charter.	31 March 2023	Progress and comments according to the quarterly report
Help schools to help parents understand the aims of the program and the role they could play in supporting their children to use Welsh informally in school, at home and in the community.	31 March 2023	Progress and comments according to the quarterly report
Work with Welsh Government Language Charter officials and other partners to develop Language Charter resources.	31 March 2023	Progress and comments according to the quarterly report

SCHEDULE 3

Notifiable Events

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

1. the repayment of any part of the Funding is required by any relevant legislation;
2. you fail to comply with any or all of the Conditions;
3. the Funding is not used, in whole or in part, for the Purposes;
4. you fail to meet any or all of the Targets;
5. there is unsatisfactory progress towards completion of the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us or any UK subsidy enforcement body, or any of its auditors, agents or representatives;
7. we have reason to believe that you and / or any of your Personnel engaged in or have engaged in fraudulent activity [as Purposes are fulfilled];
8. we have overpaid you Finance;
9. there is duplicate funding in relation to any part of the Purposes. This includes but is not limited to any payments you have received in respect of the effects of the spread of coronavirus (COVID-19) from your insurance provider (business cancellation / cancellation insurance), the UK Government's Redundancy Scheme through the period of Coronavirus and / or any Welsh Government fund / scheme.

10. any statement made in Condition 8 is incomplete, inaccurate or in any way misleading, or proves to be so, or repeated at any time with reference to the prevailing facts and circumstances that, it would be wrong;

11. there is an adjustment to the auditor's opinion (which means that opinion is qualified, unfavourable or disclaimer) about your financial statements;

12. an event or circumstance has arisen which is current and constitutes (or would, at the expiration of the grace period, give notice, make any decision or any combination of these things amount to) an event of default or a termination event

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(however described) under any agreement or other instrument which is binding on you or to which any or more of your assets are subject;

13. there is a moratorium on all or any of your debts or assets, or a composition or agreement with your creditors has been agreed, ordered or declared;

14. you suspend or defer payment of any debts or are unable to pay your debts, or you admit in writing that you are unable to pay your debts;

15. the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities);

16. you enter into negotiations, or enter into any composition, compromise agreement, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your debts (due to actual financial difficulties) or expected);

17. any action, case or procedure is taken in relation to you regarding:

(a) defer payments, moratorium in respect of any debt, winding up, liquidation, administration or reorganization (whether by voluntary arrangement or scheme or otherwise); or

(b) a composition, compromise agreement, assignment or arrangement with any one or more of your creditors; or

(c) appoint a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in relation to you or any of your assets.

18. a statutory order is placed against you;

19. you give up, or threaten to postpone or give up, all or any relevant part of your business;

20. there is a change in your constitution, status, control or ownership and / or resignation from one of your external auditors;

21. you fail to comply with any statutory reporting obligations that apply to you (including but not limited to filing requirements for Companies House, the Charity Commission, the Financial Conduct Authority);

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22. there is any change, permanent or temporary, in your shareholders, directors, trustees or partners and / or Personnel which may affect your ability to fulfil the Purposes;

23. any event, or any circumstances arising, which in our opinion provides reasonable grounds for believing that the provision of the Finance, and / or the continuation of the arrangements contemplated by this letter, may bring the matter into disrepute on us.

24. that any event, or any circumstances arising, which in our opinion provides reasonable grounds for believing that you may fail to fulfil or comply with any of your obligations under these Conditions incapable of doing so.

SCHEDULE 4

Indicative Payments Profile

(refer to Conditions 5 (b), 6 (a) and (b) Instalment number	Maximum instalment	Earliest date that can be claimed	Last date that can be claimed	Documents that must be included with the claim form
1	£19,450	30 June 2022	31 March 2023	Progress report and finance report
2	£19,450	30 September 2022	31 March 2023	Progress report and finance report
3	£19,450	31 December 2022	31 March 2023	Progress report and finance report
4	£19,450	26 March 2023	31 March 2023	Progress report and finance report

SCHEDULE 5

Certificate of Audit

Not applicable

SCHEDULE 6

Assurance Statement: Counter Fraud and Governance Procedures

The Welsh Government has a duty to protect public funds, ensuring that they are treated with integrity and in the public interest. It is important that people in Wales can have confidence in the Welsh Government and the organizations it funds. Welsh Government officials need assurance that reasonable and adequate governance arrangements and counter fraud procedures are in place in Welsh Government funded organizations. Do you receive any funding from any other organization to support the Purposes? If yes, please give details including amounts of other funding, jobs funded and source of

Yes No
More details can be found in the table below.

funding. This includes pending applications.

Give the name of the personnel in your organization who has specific responsibility for financial management in relation to the Purposes.

Name:
Job:

Who is responsible for supervising the above named personnel?

Name:
Job:

You state that your employees, officers, directors, trustees and board members:

- where applicable, fully understand their duties and responsibilities under the relevant legislation relating to companies and charities;
- have sufficient knowledge of governance issues to undertake roles in a manner that is fully compliant with the relevant legislation;
- properly scrutinize and oversee the work of those with primary responsibility for your financial management.

Please provide details of **any other funding**, whether capital or revenue, (including Welsh Government funding streams) from any organization in support of the Purposes detailed in Schedule 1. You must include details of capital items, jobs funded, other amounts of funding and the source of funding. This includes pending applications.

Finance Type and Purpose	Amounts of funding received (including pending applications) £	% cost of job / capital item	Source of funding
e.g. 3 full time development officer posts	£150,000	100%	The Big Lottery Fund
e.g. Purchase of capital equipment	£30,000	70%	Barclays Bank

SCHEDULE 7

UK GDPR requirements

Not applicable

TWO PEOPLE’S SIGNATURE IS REQUIRED

We hereby accept the award of Program Funding Informal use of the Welsh language (3-18 years) and the Conditions in relation to the Funding.

Authorized signatory on behalf of Central South Consortium

Name

Job Title

Date

Signature
Authorized signatory on behalf of Central South Consortium

Name

_____ Job Title

_____ Date