



Llywodraeth Cymru
Welsh Government

Mr Barrie Davies
Section 151 Officer
Rhondda Cynon Taf County Borough Council
The Pavilions
Clydach Vale
Tonypandy
CF40 2XX

18 May 2023

Dear Mr Davies

**Award of Funding in relation to Regional Consortia School Improvement Grant
2023 - 2024 - Central South Consortium**

1. Award of Funding

- (a) We are pleased to inform you of your funding of up to £48,083,989 (*forty eight million, eighty three thousand, nine hundred and eighty nine pounds*) (the “**Funding**”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1 April 2023 to 31 March 2024 and must be claimed in full by 31 March 2024 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) This letter shall become effective on the date of signature evidencing acceptance by you as set out in the acceptance page below.
- (d) 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 Subsidy Control

- (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 sections 58A and 60 of the Government of Wales Act 2006 and sections 14-17 of the Education Act 2002.

- (b) You must ensure that the use of the Funding is compatible with the Subsidy Control Act 2022 and the applicable agreements contained in the World Trade Organisation rules, UK-EU Trade and Cooperation Agreement and any Free Trade Agreement involving the UK and the Northern Ireland Protocol.

3. Interpreting the Conditions

Any reference in the Conditions to:

'Account' is the bank account opened and maintained by you with a UK clearing bank, in your own name and in respect of which you have sole signing Rights;

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

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

'Costs Incurred and Paid' is to the invoiced cost of goods and/or services you have received, and which have been paid for by you in cleared funds 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;

'Project Manager' is to your project manager who is responsible for the day to day management of this award of Funding;

Louise Blatchford
Central South Consortium
Valleys Innovation Centre
Navigation Park
Abercynon
Rhondda Cynon Taf
CF45 4SN
Tel: 07971 430409

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

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

'Welsh Government Official' is to

Francesca Jeremy,
Head of Revenue Funding for Schools
Education Directorate
Welsh Government
Cathays Park
Cardiff CF10 3NQ
Tel: 0300 062 8133

or such other Welsh Government official as we may notify you; **'you', 'your'** is to

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any reference to any legislation whether domestic 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 Indicative Payment Profile, 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 any kind of activity which in our opinion could bring us into disrepute, including but not limited to (1) party political purposes, (2) the promotion of particular secular, religious or political

views; (3) gambling, (4) pornography, (5) offering sexual services, or (6) any kind of illegal activities.

- (e) You must not use any part of the Funding for: (1) purchasing capital equipment (other than as specified in the Purposes), (2) your legal fees in relation to this letter, (3) Costs Incurred or Costs Incurred and Paid by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b).

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, which confirms acceptance of the grant funding and confirms you have put in place all staff and other resources 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, and/or request any further or additional information and/or documentation in support of the request for Funding.

6. How to claim the Funding

- (a) The Funding will be paid to you in four instalments in arrears, based on Costs Incurred by you in the delivery of the Purposes, as detailed in the Payment Profile.
- (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.
 - i) You must use our claim pro-forma (which is available from the Welsh Government Official) and 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.

- (d) Evidence in form and substance satisfactory to us that you have appropriate systems in place to ensure that ongoing due diligence is undertaken in respect of any part of the Funding being utilised by you to provide a grant and/or to procure any goods or services from a third party.
- (e) You must provide us with any other information, document, opinion or assurance which we consider to be necessary or desirable (if we have notified you accordingly) in connection with your claim for the Funding.
- (f) We will aim to pay all valid claims as soon as possible and typically within 20 Business Days of receipt of a valid claim being made in accordance with the provisions of this letter, and provided always that the Funding pre-conditions set out in Condition 5 above have been satisfied and that on both the date of the claim and the date the Funding is to be paid to you:
 - i) the declarations made in Condition 8 below are true and correct and will be true and correct immediately after the relevant Funding has been paid to you; and
 - ii) no Notification Event is continuing or might result from the proposed Funding.
- (g) Any payments will be made to the nominated account and will not be paid into any other bank account.

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 in relation to the Funding whether actual, potential or perceived;
- (c) comply with all applicable domestic 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 when utilising any part of the Funding for any purpose;
- (f) maintain appropriate financial, risk and due diligence systems when utilising any part of the Funding to provide a grant and/or to procure any goods or services from a third party;
- (g) 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;
- (h) 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; and,
- (i) notify us of any funding received by you from any source which is procured or utilised in conjunction with the Funding to directly support the Purposes 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 and any other funders. The intention of this Condition is to avoid any duplication of funding in respect of the Purposes.

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 limit on your powers will be exceeded as a result of claiming the Funding, or the grant of any security contemplated by the Conditions;
- (c) the entry into and performance by you of any of the transactions contemplated by this letter do not, and will not, contravene or conflict with:
 - i) your constitutional documents;
 - ii) any agreement or instrument binding on you or your assets or constitute a default or termination event (however described) under any such agreement or instrument; or
 - iii) any law or regulation or judicial or official order, applicable to you;
- (d) no Notification Event is continuing or might reasonably be expected to result from the provision of the Funding and no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving

of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;

- (e) no litigation or arbitration or administrative proceeding 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;
- (f) 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;
- (g) any information, in written or electronic format, supplied by you to us in connection with the Funding was, at the time it was supplied or at the date it was stated to be given (as the case may be):
 - i) if it was factual information, complete, true and accurate in all material respects;
 - ii) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration;
 - iii) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
 - iv) not misleading in any material respect, nor rendered misleading by a failure to disclose other information,

except to the extent that it was amended, superseded or updated by more recent information supplied by you to us.
- (h) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- (i) there are no conflicts of interest in relation to the Funding whether actual, potential or perceived;
- (j) acceptance of this award of Funding will not result in duplicate funding in respect of the activities required to deliver 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 and any funders.

- (k) You will be deemed to repeat the declarations in this Condition 8 on:
- i) each date on which you submit a claim for payment of Funding pursuant to the Conditions; and
 - ii) each date on which you may have any liability to us under or in relation to the Conditions or the award of Funding,
- and in each case by reference to the facts and circumstances existing on each such date.

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, at our absolute discretion, consider the Notification Event is not capable of remedy; or
 - ii) if we consider, at our absolute discretion, that 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 efforts we have been unable to discuss the Notification Event with you; or
 - ii) we notify you that the Notification Event is not, in our opinion, capable of remedy; or
 - iii) a course of action to address and/or remedy the Notification Event is not agreed with you; or
 - iv) a course of action to address and/or remedy 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) to our satisfaction; 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, at our absolute discretion, 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 20 Business Days of the date of our demand.

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.
- (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, Audit Wales or any UK subsidy enforcement body 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, Audit Wales or any UK subsidy enforcement body 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) provide us with an audit certificate in accordance with the requirements set out in Schedule 5.
- (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, your 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 from time to time.

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 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 retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "UK 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 [Privacy notice: Welsh Government grants](#)
- (d) Please refer to Schedule 6 which provides details of your obligations in respect of the UK GDPR

15. Buying goods and services

- (a) 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 (i) achieved best value in the use of public funds, and (ii) complied with your conflict of interest policy at the relevant time.
- (b) We may from time to time request evidence from you to demonstrate your compliance with this Condition 15. Such evidence may take the form of evidence of your:
 - i) compliance with any procurement regulations, legislation or guidance in place from time to time to which you, or any person carrying out a business or function of the same or similar nature to you, is subject; or
 - ii) compliance with your procurement policy in place at the relevant time; or
 - iii) obtaining a minimum of three written quotations for the relevant goods and/or services.

You must supply such evidence to us promptly following our written request for such evidence.

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 PDF copy of a letter attached to an email) and must prominently display the following heading:

“Notice in relation to the Regional Consortia School Improvement Grant 2023 - 2024 - Central South Consortia”.

- (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 Business Day after the date of posting.

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

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

17. Equality

You must have in place and apply equality policies covering employment, use of volunteers and provision of services, in accordance with the Equality Act 2010.

18. Welsh language

- a) The Welsh Government is committed to supporting the Welsh language and culture and The Cymraeg 2050: A million Welsh speakers Welsh language strategy (Cymraeg 2050) provides a vision for the growth and further development of 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 would be unreasonable or disproportionate to do so. 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.
- 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 aims of Cymraeg 2050. In practice, this will include the following:

- i) ensure that any written material produced, including digital material, is bilingual;
 - ii) ensure that any signage is bilingual;
 - iii) ensure that any training or public events are held bilingually and
 - iv) actively promote and facilitate the Welsh language (including providing services and increasing opportunities to use the Welsh language) within funded activities.
- d) For general advice on providing services bilingually and for information on which organisations are able to support you, please contact the Welsh language advice service “Helo Blod” on 03000 258888 or e-mail

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

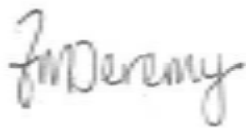
- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any 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 (or as otherwise agreed by us in writing from time to time).
- (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 and any disputes or claim (including any non-contractual disputes or claims) arising out of or in connection with it its formation or its subject matter 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.
- (b) We must receive your signed letter within 10 working days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully



Francesca Jeremy
Head of Revenue Funding for Schools
Education Directorate
under authority of the Minister for Education and Welsh Language
one of the Welsh Ministers

SCHEDULE 1

The Purposes

The Purpose of this Funding is to deliver our aspirations and priorities for schools and education in line with Our National Mission: high standards and aspirations for all. All learners should be supported to be healthy, engaged, enterprising and ethical citizens, ready to play a full part in life and work.

Regional consortia and partnerships 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 educational reforms. This Funding will enable you to deliver a range of support that will, in turn, support schools and Pupil Referral Units (PRUs) to:

- enable all learners, in particular those from disadvantaged backgrounds, to progress along their own learning pathway and raise their aspirations to achieve their full potential, allied to a range of assessment approaches to understand and support this progress
- co-construct a curriculum which promotes a broad range of knowledge, skills and experiences (including social and interactional experiences) with a clear understanding of why these matter – qualifications are a key part of this
- ensure the school environment supports learners' and practitioners' well-being
- support practitioners' understanding of what works in curriculum design by investing in the enquiry and pedagogic skills of all staff
- enable ambitious professional learning for all practitioners in a school dedicated to being a learning organisation
- embed reflection, self-evaluation and improvement within schools and the importance of good school leadership as a pre-condition for that
- be at the heart of their communities – we want to build better relationships between schools and families, communities and employers, to support and promote educational achievement and excellent employment, next steps education and training
- listen to children and young people as they engage with their learning and supporting them in achieving their aspirations.

In taking forward the priorities set out in Our Nation Mission: high standards and aspirations for all activity funded through this grant must align with:

- the shared expectations and ways of working set out in [Journey to curriculum rollout, alongside](#) findings from the work of CAMAU and the national monitoring and evaluation programme for curriculum reform
- the jointly agreed policy vision and roles and responsibilities set out in Curriculum for Wales: Implementation Plan

- the approach to school improvement set out in School Improvement Guidance: framework for evaluation, improvement and accountability
- the National Professional Learning Entitlement with all practitioners supported through access to high quality professional learning made available nationally
- the [professional standards for teaching, leadership and assisting teaching](#) and the Schools as Learning Organisations model
- Local Authority Welsh in Education Strategic Plans (WESPs) and the Welsh in Education Workforce plan.

Planning and monitoring requirements

Delivery plans

Within the regional consortia and partnerships' business planning for 2023-24, delivery plans will need to clearly articulate the contribution the funded activity will make towards our collective aim of achieving high aspirations for all learners and should include associated outcomes and key performance indicators as set out in consortia / partnership business plans.

You will set out specifically how funding will be used to support the aims and delivery requirements set out in Schedule 2 and confirm staffing capacity to deliver and report on the actions. Delivery plans need to be shared with Welsh Government.

Joint working

Where appropriate, the regional consortia and partnerships will facilitate schools', funded non-maintained nursery settings' and Pupil Referral Units' (PRU) consideration and use of cluster models, and other forms of collaborative working, to deliver the funding purposes. Through their engagement with schools and PRUs, consortia, partnerships and local authorities should also identify where schools and PRUs have strengths and capacity to support others to improve.

In line with the Minister's requirement for consistency of quality of support to schools and settings across Wales we expect the grantee's approach promote excellence. Consortia, partnerships and local authorities should work collaboratively and with other middle-tier stakeholders to develop their support in a spirit of co-construction.

We welcome proposals for alternative delivery requirements to take forward the aims set out below should the grantee consider an addition or amendment to the detailed actions would be more appropriate to meeting one of the specified aims for their area. Such proposals should be discussed with the relevant Welsh Government policy official and, if agreed, written amendments made to the actions set out in these Terms and Conditions.

Monitoring and reporting

In addition to the monitoring requirements set out in Section 10, you will be required to:

- provide information in termly reports on progress, and six-monthly monitoring reports to evidence outputs in line with the requirements set out in Schedule 2
- evidence additionality of the funding, value for money, and its impact. This applies to the total funding offered within this award
- ensure suitable representation at six-monthly monitoring meetings with Welsh Government policy officials on specific aspects of the grant.

Profile of expenditure

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

For audit purposes you must submit to Welsh Government Officials, in writing, any requests for virement of funding between budget lines.

All variances will be reflected in your financial report updates. Payments, however, will be made in accordance with Schedule 4.

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.

In addition, when passing funding to schools and PRUs you are expected to respond to the Minister's call to ease the burden on schools and should, therefore, maintain funding arrangements in such a way that overall administration of grants to schools from consortia, partnerships and local authorities is streamlined, while maintaining clarity over the purpose of the funding elements.

A) Curriculum and assessment support

Funding for schools and PRUs is to enable practitioners to undertake a range of activities to realise the CfW, including engagement in the work of the National Network for curriculum implementation in order to develop their skills, knowledge and practice. Funding in this area must be used to support schools and PRUs' understanding and approaches in working with the CfW, and through ongoing cycles of curriculum review under the CfW. It should support schools and PRUs to understand and respond to the needs of learners in order to progress. This recognises that learning progression is a critical enabler in realising the ambitions of the CfW.

The process to curriculum realisation in schools and PRUs involves a range of activities, including:

- identifying the unique factors of the school or PRU and how these contribute to the four purposes
- reviewing the vision, values and behaviours to support curriculum realisation
- understanding of curriculum design considerations including mandatory elements and school linguistic policy
- review curriculum design models and investigate the suitability for their specific school or PRU
- considering the role of progression, assessment and pedagogy in their local curriculum and context
- designing, planning and trialling curriculum approaches, evaluating initial designs and developing medium term plans as they work beyond initial implementation and into an ongoing process of review and refinement.

The Funding allocated to regional consortia and partnerships in 2023-24 for curriculum and assessment is set out in Schedule 2, alongside the aims, delivery and reporting requirements.

Funding can also support grant recipients' capacity to further support development of the CfW in schools and PRUs to ensure all practitioners receive the relevant knowledge and skills to effectively realise the CfW in their setting. The Funding includes provision for your organisation's use, which should focus on ensuring a flexible programme of targeted interventions to support the collaborative development of shared understandings on curriculum and assessment, including cross curricula skills. This flexible programme needs to respond to the ongoing and emerging needs of schools and PRUs as they work through curriculum implementation and ongoing development, while having regard to national approaches and the specific delivery requirements set out in Schedule 2.

B) High quality teaching and leadership

In line with the overarching purposes set out above, our vision is that professional learning should:

- benefit and meet the needs of learners
- support the development of the workforce within the context of [schools as learning organisations](#)
- be a continuous and coherent experience over time
- be collaborative
- be evaluative in nature and involve reflection and enquiry into pedagogy

- be enabled by leadership in learning organisations with the support of local, regional, national and international learning communities.

The Funding allocated to regional consortia and partnerships in 2023-24 to develop and deliver professional learning and to enable schools and PRUs to develop reflective, enquiring and collaborative education professionals is grouped under three areas:

1. Professional learning funding for schools and PRUs
2. Professional learning programmes to be delivered nationally, regionally or locally
3. National professional learning projects.

The aims, delivery and reporting requirements for each area are detailed in Schedule 2.

1. Professional learning funding for schools

Schools should use professional learning funding to enable engagement with the National Professional Learning Entitlement and the professional learning offered by regional consortia, local authorities, universities and other stakeholders.

Funding should enable schools and leaders:

- to initiate and encourage continuous, open discussions with staff on professional learning and ensure that the entitlement or expectation indicators are being met or being worked towards, and
- create a climate where professional learning for all is valued and planned for to benefit and meet the needs of all learners.

2. Professional learning programmes to be delivered nationally, regionally or locally

All professional learning programmes funded under this area should adhere to the following principles:

- They should be developed in partnership by all regions and local authorities to ensure equity of offer across Wales.
- They should be delivered through a blend of methods to ensure equity of access to practitioners across Wales.
- They should adhere to quality assurance procedures in line with Welsh Government guidance.
- The professional learning passport should be embedded within all professional learning.
- The professional standards for teaching and leadership and assisting teaching are at the heart of professional learning and are used by practitioners to reflect on their practice.

- All resources developed should be made available nationally in both Welsh and English for Welsh Government to publish on Hwb as part of the National Professional Learning Entitlement.

Regional consortia and local authorities should designate lead contacts for the following areas to facilitate effective joint-working nationally:

- National Professional Learning Entitlement realisation
- Curriculum for Wales professional learning
- Pedagogy and learning design
- Research and enquiry
- Schools as Learning Organisations
- Teaching assistants
- Post-16
- Induction and early career
- Leadership
- Welsh in education

3. National professional learning projects.

The projects included under this area are generally time-limited and funded following proposals from the regional consortia and local authorities or in response to Welsh Government priorities.

C) Other

1. Education Improvement Grant for Schools (EIG)

For the EIG element a minimum 80% delegation must be maintained.

Local Authority Match funding for the consortium

Local Authorities provide match funding to the Education Improvement Grant for Schools element of the Funding. The 2023-24 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 2 The Targets

This Schedule sets out the aims, delivery requirements and monitoring requirements for the funding.

A) Curriculum and assessment support

1. Curriculum development support for schools

Area	Available funding (nationally)	Aims	Delivery requirements
Improving knowledge and practice on curriculum design, assessment and progression	£9.346m (Schools curriculum and assessment reform, including NN and learning progression)	Supporting and funding schools and PRUs to confidently design their curriculum, in line with Journey to Curriculum Rollout, including planning for and assessing progression. This to enable all learners, in particular those from disadvantaged backgrounds, to progress and raise their aspirations to achieve their full potential. In particular, this includes support for the principles and practice of curriculum design, support for understanding, developing, assessing, and communicating	To support schools and PRUs to confidently design their curriculum, the grantee must: <ul style="list-style-type: none"> • Support schools and PRUs to undertake curriculum design and implementation, including developing and embedding learning progression • Support schools and PRUs to engage in practice to develop a shared understanding of progression • Fund and support to appointed schools to engage with the Camau l'r Dyfodol project and supporting others to engage with this learning • Support practitioners in developing their understanding of assessment arrangements as an integral part of curriculum design and for the purpose of supporting individual learner progression. • Raise awareness of, and support schools to engage

Area	Available funding (nationally)	Aims	Delivery requirements
		<p>progress, and support for effective and appropriate use of assessment information (informing next steps, self-evaluation). This should be facilitated by supporting collaboration within and between clusters of schools; engaging with national projects and resources to support curriculum, progression, and assessment; and supporting schools to engage with the materials and approaches developed.</p>	<p>with, nationally produced and available supporting materials for curriculum design, progression, and assessment</p> <ul style="list-style-type: none"> • Support the embedding of ongoing, day to day assessment within learning and teaching in terms of planning and practice, so that practitioners in schools and PRUs better understand the purpose and use of assessment information to inform learning and teaching, as well as wider self-evaluation and improvement, and reporting to parents • Support schools and PRUs to plan for effective transition of learners across the 3-16 continuum, taking account of individual learner needs and next steps in learning to support progression. • In developing their support, the grantee must draw on emerging government policy including published materials.
<p>Promoting schools' direct engagement in policy and practice discussions through the</p>	<p>Included above (Schools curriculum and assessment reform, including NN</p>	<p>Supporting and funding practitioners from schools, and PRUs to engage with the breadth of planned National Network events. This to support the co-construction of curricula that promote a broad range of</p>	<p>To ensure engagement with the breadth of planned National Network events, the grantee must:</p> <ul style="list-style-type: none"> • Work closely with Welsh Government policy officials to ensure regional and local work aligns and builds-on this offer, without duplication • Fund schools and PRUs to release practitioners to attend National Network events

Area	Available funding (nationally)	Aims	Delivery requirements
National Network	and learning progression)	knowledge, skills and experiences (including social and interactional experiences) with a clear understanding of why these matter. This includes promotion of national events, funding to release practitioners for national events and supporting schools to engage with the thinking of National Network events internally and through local networks. To do this, we would expect the grantee to actively engage with all National Network events.	<ul style="list-style-type: none"> • Fund schools and PRUs to release practitioners be part of National Network policy development (national workshops, thinking time and dissemination) • Actively promote and encourage schools and PRUs to participate in National Network events • Communicate both National Network inputs and outputs to schools and PRUs through social media, websites and local networks, seeking to broaden the range of participation, as well as their involvement in planning and facilitation work • Fund schools and PRUs to release practitioners to engage within their setting or with other schools / PRUs to disseminate outputs and thinking from National Network events; consider questions and issues raised by the National Network and gather thinking and discussions to feed back into National Network conversations.
Improve literacy, numeracy and digital skills in Wales as set out in the Cross Curriculum Skills	£500k (Literacy and numeracy) £400k (oracy)	Supporting schools and PRUs in their work in ensuring learner progression across the curriculum in the mandatory cross-curricular skills of Digital, Literacy and Numeracy. This to enable all learners, in particular those from	To develop the mandatory cross-curriculum skills, the grantee must: <ul style="list-style-type: none"> • Support schools and PRUs to plan for development of learner progression across the curriculum in the mandatory skills of digital, literacy and numeracy • Provide support on the Literacy and Numeracy Framework and Digital Competence Framework

Area	Available funding (nationally)	Aims	Delivery requirements
	£100k (digital)	disadvantaged backgrounds, to progress along their own learning pathway. This includes, but is not limited to, provision of support on the Literacy and Numeracy Framework, Digital Competence Framework, as well as ongoing engagement and support for the Welsh Government's Whole School Approach to oracy and reading.	<ul style="list-style-type: none"> • Support all practitioners to understand their role in teaching the Cross Curriculum Skills across all Areas of the curriculum • Ensure ongoing engagement and support for the Welsh Government's Whole School Approach to oracy and reading
Responding constructively to current and emerging government priorities for school curriculum support.	£462k (Regional support for international languages) £271k (Building capacity for international languages in	Responding constructively includes ensuring all funded curriculum support for schools and PRUs enables equity through all learners' access to the full benefits of the Curriculum for Wales. As roll-out continues, priorities may change based on feedback from schools and the wider sector. Current priorities include the development of the	In responding constructively to policy initiatives, the grantee must: <ul style="list-style-type: none"> • Ensure that all schools and PRUs reflect the importance of International Languages in Curriculum for Wales as part of their offer to all learners. • Ensure the grantee's representation on the Global Futures Steering Group including at each termly meeting, to support across Wales engagement • Ensure the specific needs of learners, teachers and schools in the grantee's area in relation to International Languages are fed into the aims and actions of the

Area	Available funding (nationally)	Aims	Delivery requirements
	primary) £300k (Coding and digital skills)	Welsh language, support for relationships and sexuality education, the development of knowledge and skills in respect of coding and digital technologies, and improving engagement with international languages in Wales	Global Futures Action Plan on an ongoing basis <ul style="list-style-type: none"> • Ensure the grantee's planning for international languages is based on the aims and actions set out in the agreed Global Futures Action Plan. • Provide direction and guidance to schools and PRUs to meet learners needs on computational thinking, coding and emerging digital technologies. • Provide guidance to schools and PRUs on the expectations of the Relationships and Sexuality Education Code and ensure that supporting resources are aligned and, in particular, developmentally appropriate.

2. Regional and local capacity for curriculum development

Area	Available funding (nationally)	Aims	Delivery requirements
Building middle-tier capacity to support schools and PRUs through curriculum reform	£3.4m (Regional support for curriculum and assessment reform)	Taking forward the shared expectations and ways of working set out in the Journey to Curriculum Rollout section of Curriculum for Wales guidance, as well as alignment with the expectations set out in the School Improvement guidance. This to build better relationships between schools and families, communities and employers, to support and promote educational achievement. This includes both how the grantee directs its business and engagement with schools and PRUs across its area, as well as how they support schools and PRUs to go about their business.	<ul style="list-style-type: none"> • Have regard to, model in their provision and be seen to be actioning, the Ways of Working set out in the Curriculum for Wales Implementation Plan • Promote, broker and oversee school-to-school collaboration and cluster working, including professional dialogue to develop a shared understanding of progression. • Support practitioners across schools and PRUs to engage in curriculum reform drawing from: a range of professional learning activities in order to develop their skills, knowledge and practice; support to undertake curriculum design and implementation, including work on learning progression and cross-curricula planning; and support to engage with the National Network for curriculum implementation • Support collaboration within schools, within clusters and with wider networks of schools to take forward collaboration on curriculum and assessment • Through their engagement with schools and PRUs, the grantee also identifies where schools have strengths and capacity to support other schools to improve • Target support to schools and PRUs in more need to ensure all providers can make suitable progress on their

Area	Available funding (nationally)	Aims	Delivery requirements
			curriculum arrangements <ul style="list-style-type: none"> • Have regard to support provided in other parts of Wales, and work with other regions and local authorities to seek parity of provision under this national programme • Ensure all maintained schools and PRUs are routinely advised on the breadth of support available for the stage of their reform journey, including that available from other sources • In developing their support, grantee must draw on emerging government policy including published materials.

B) High quality teaching and leadership

1. Professional learning funding for schools

Area	Available funding (nationally)	Aims	Delivery requirements
Enable ambitious professional learning for all	£12m (Professional learning grant)	Funding is to be used by schools to enable practitioners to access the National Professional Learning Entitlement and to	The regional consortia and partnerships are required to pass funding directly to schools and monitor their use of it. You should consider schools' proposals to utilise the

Area	Available funding (nationally)	Aims	Delivery requirements
practitioners in a school dedicated to being a learning organisation		support professional learning requirements at school level in line with school development plan and the principles of schools as learning organisations model.	<p>professional learning grant to ensure that planned spend is in line with professional learning grant guidance and that the approach is appropriately aligned to the school improvement plan and schools as learning organisations approach.</p> <p>Schools should use the funding to support areas such as:</p> <ul style="list-style-type: none"> • The general release of teachers and TAs to engage in PL activities • The remuneration of individuals, creating roles and posts, to support the co-ordination of PL activities across a school or group of schools. • The release costs for practitioners to engage in research activities and critical enquiry. • The release costs to enable practitioners to collaborate both within school and across clusters and networks of schools. • Supporting the development of roles such as school (or cluster level) Professional Learning Coach
Support practitioners' understanding of what works in curriculum design by	£3m (School-led professional learning, enquiry and	Funding must be used to enable schools and settings to engage in enquiry, research and national pedagogy network to develop understanding and approaches to support their learners.	<ul style="list-style-type: none"> • Support at least 300 schools (to include sixth form practitioners) nationally to successfully engage with NPEP as new, experienced or lead enquiry schools. • Support lead cluster networks to develop and deliver the regional professional learning offer to equip the

Area	Available funding (nationally)	Aims	Delivery requirements
investing in the enquiry and pedagogic skills of all staff	research)	Funding can be used to support school-to-school working to enable schools to deliver professional learning on a cluster, local or regional basis.	<p>wider school network to prepare for and undertake ongoing review of the CfW.</p> <ul style="list-style-type: none"> • Fund school-level engagement with the national pedagogy network. • Collaborate with HEIs and the other regions to identify and fund selected schools in each region / local authority to enable them to participate fully in piloting models to embed research and professional enquiry. • Support schools and PRUs to engage with the professional standards for teaching and leadership and for assisting teaching.

2. Professional learning programmes to be delivered nationally, regionally or locally

Area	Available funding (nationally)	Aims	Delivery requirements
Enable ambitious professional learning for all practitioners in a school	£2,700,000 (Curriculum reform professional learning	To support capacity to further the development of the national CfW professional learning programme and other priority areas as determined by policy.	<ul style="list-style-type: none"> • Support the development and delivery of national professional learning programmes linked to key areas of CfW and other priority areas to be determined with Welsh Government. • Programmes to be co-developed with other

Area	Available funding (nationally)	Aims	Delivery requirements
dedicated to being a learning organisation	programme)	To continue to work with schools and PRUs to ensure all practitioners receive the relevant knowledge and skills to effectively realise the new purpose-led curriculum in line with Journey to Curriculum Rollout.	<p>stakeholders, where applicable.</p> <ul style="list-style-type: none"> All maintained schools and PRUs should have access to support for learning progression and curriculum reform - and that all are routinely advised on the breadth of support available for the stage of their reform journey.
Support practitioners' understanding of what works in curriculum design by investing in the enquiry and pedagogic skills of all staff	£900,000 (Professional learning for developing practice and reflection)	To be used by regions and partnerships to build capacity to engage with universities and other stakeholders to support delivery of Welsh Government-led projects.	<ul style="list-style-type: none"> Implement an agreed national model to enable all schools and practitioners to engage in research and enquiry. Facilitate engagement in the National Pedagogy Project including Talk Pedagogy, research (including listening to learners) and development of national professional learning resources. Support ongoing Schools as Learning Organisations (SLO) implementation and the wider transition to a learning education system. Continue to work with schools at regional and partnership level and in collaboration with Universities across Wales to develop and deliver professional learning to support digital education and learning design.
Enable	£950,000	To deliver a range of professional	<ul style="list-style-type: none"> Work with other members of the TA professional

Area	Available funding (nationally)	Aims	Delivery requirements
ambitious professional learning for all practitioners in a school dedicated to being a learning organisation	(Teaching Assistants Learning Pathway)	learning opportunities for teaching assistants at different stages in their careers as part of the Teaching Assistant Learning Pathway (TALP).	<p>learning steering group to refine and deliver the TALP.</p> <ul style="list-style-type: none"> • Deliver the Aspiring Higher Level Teaching Assistant Programme that leads to the assessment of the Higher Level Teaching Assistant (HLTA) Status. • Support the development and delivery of national professional learning programmes linked to key priorities, for example ALN, developing use of Welsh, CfW, and equity
Enable ambitious professional learning for all practitioners in a school dedicated to being a learning organisation	£650,000 (A Level and Welsh Bacc)	To provide support to improve teaching and learning of A Levels and the Advanced Welsh Baccalaureate in school sixth forms.	<ul style="list-style-type: none"> • Continue delivery of the leadership programme for sixth form leaders including engagement with the VESPA mindset. • Support the roll-out of post-16 NPEP cluster projects. • Develop and deliver professional learning to support the teaching of the Advanced Welsh Baccalaureate. • Support schools to access and make best use of resources to support learner transition.
Enable ambitious professional learning for all practitioners in a school	£250,000 (Induction / Early Career support package)	To develop a national early career support package to support teachers in the first 4-years of their teaching careers in collaboration with ITE and Masters providers and Welsh	<ul style="list-style-type: none"> • Further develop the national induction professional learning programme for NQTs, induction mentors and external verifiers. • Build on the Camau Nesaf and Camau Pellach programmes and the bank of national resources to develop and deliver a national professional learning

Area	Available funding (nationally)	Aims	Delivery requirements
dedicated to being a learning organisation		Government.	offer for teachers who have completed induction to include key areas of curriculum reform and specific support in regard to discipline specialisms e.g. for secondary practitioners, ALN.
Embed reflection, self-evaluation and improvement within schools and the importance of good school leadership as a pre-condition for that (CSC, EAS, GWE and Partneriaeth only)	£850,000 (Future Leadership Programme) £217,500 (Aspiring Heads Programme)	To deliver the leadership development pathway which offers a range of national programmes for aspiring, middle and experienced leaders.	<ul style="list-style-type: none"> • Deliver provision to equip participants to become inspirational leaders who can work collaboratively and are committed to raising standards and reducing the attainment gap. • Ensure that programmes have either received or are working towards receiving endorsement from the National Academy for Educational Leadership. • Facilitate support of a learning coach or mentor to all participants. • Deliver the Newly Appointed and Acting Headteacher Programmes endorsed by the National Academy for Educational Leadership. Deliver the Aspiring Heads Programme that provides access to the NPQH assessment for leaders who have a high likelihood of progressing into headship within two years. • Take into account any pressure points and areas of need (such as the need for Welsh-medium heads, special schools) when considering candidates for the Aspiring Heads Programme and prioritise appropriately.

Area	Available funding (nationally)	Aims	Delivery requirements
Embed reflection, self-evaluation and improvement within schools and the importance of good school leadership as a pre-condition for that	£332,500 (National Professional Qualification for Headship (NPQH))	To deliver NPHQ Assessment including access to a Learning Coach	<ul style="list-style-type: none"> • Take into account any pressure points and areas of need (such as the need for Welsh-medium heads, special schools) when considering candidates and prioritise appropriately. • Maintain the NPQH quality threshold and only accept candidates that have a high likelihood of successfully completing and progressing to a headship position (assuming one is available) within 2 years. • Refine programme in line with recommendations from the review of NPQH.
Cymraeg belongs to us all	£2,500,000 (Welsh in education)	To support the teaching and learning of Welsh and through the medium of Welsh in schools and PRUs.	<ul style="list-style-type: none"> • Work with local authorities on the implementation of Welsh in Education Strategic Plan outcomes that are specifically linked to the regional role of school improvement and delivering professional learning, including analysing SWAC data on Welsh language skills. • Develop and deliver national programmes of professional in the following areas, in line with Welsh Government's Welsh in education workforce plan: <ul style="list-style-type: none"> ○ Teaching assistants ○ Welsh language skills development to include Sabbatical Scheme post-course support to plan the best use of the skills developed

Area	Available funding (nationally)	Aims	Delivery requirements
			<ul style="list-style-type: none"> ○ Expertise in supporting learners with ALN in Welsh-medium schools and PRUs ○ Expertise in teaching of Welsh in English-medium schools and PRUs ○ Expertise in teaching through the medium of Welsh, including language immersion. ○ Strategic development of Welsh in schools as part of all leadership programmes. ● Ensure that the challenge and support functions for schools advises school leaders on how to strategically plan to address the objectives of Cymraeg 2050.
Cymraeg belongs to us all (CSC and EAS only via RCG)	£1,829,316 (Welsh in education grant (WEG))	<p>To support local implementation of the local authority's Welsh in Education Strategic Plan and the Welsh Government's Welsh in education workforce plan.</p> <p>The grant is to support three key areas:</p> <ul style="list-style-type: none"> ● Welsh first language ● Welsh-medium ● Welsh second language 	<p>Funding must be used by regional consortia as follows:</p> <ul style="list-style-type: none"> ● Welsh first language funding to be used for latecomers' centres / late immersion provision in schools or delegated to schools in line with current arrangements. ● Welsh-medium funding to be delegated to schools or used to provide strategic support for schools to move along the school categories continuum and / or to provide subject / methodology training for the Welsh-medium schools in line with the action in the Welsh in Education Workforce Plan (objective 3.3).

Area	Available funding (nationally)	Aims	Delivery requirements
		A separate allocations workbook will be shared with consortia.	<ul style="list-style-type: none"> Welsh second language funding to be delegated to schools or used to support professional learning in English-medium schools to improve the teaching of Welsh in those schools and begin the journey of introducing more Welsh across the curriculum in line with the action in the Welsh in Education Workforce Plan (objective 3.2). <p>It is a matter for local authorities in partnership with the regional consortia / partnerships in their area to discuss how to use this funding strategically (specifically the Welsh-medium and Welsh second language funding) across the region and by working nationally with other regions and stakeholders to remove duplication of effort in order to develop and deliver a comprehensive programme of professional learning in line with the aims of Cymraeg 2050 and the actions in the Welsh in Education Workforce Plan.</p> <p>As a condition of the second language funding, the expectation for it to be delegated to schools will be relaxed and is to be determined on a local / regional level. This is to ensure that the best strategic use is made of the funding to support schools to improve the teaching of Welsh. Local</p>

Area	Available funding (nationally)	Aims	Delivery requirements
			<p>authorities and regional consortia / partnerships will be required to share practice in this area and work with the National Centre for Learning Welsh and Sabbatical Scheme providers on the delivery of Welsh language professional learning in line with the action in the Welsh in Education Workforce Plan</p> <p>Welsh Government requires local authorities and regional consortia / partnerships to work together nationally and with stakeholders to develop professional learning programmes and share expertise to ensure equitable and consistent access for practitioners wherever they are in Wales in line with the National Professional Learning Entitlement.</p>

3. National professional learning projects.

Area	Available funding (nationally)	Aims	Delivery requirements
All Age Schools (EAS only)	65,000	To fund the All-age school network to continue with school-based research, supplemented by university-led research into all-age schools in other countries in accordance with the outline plan submitted by the network.	To be passported to Ebbw Fawr school on behalf of all members of the All Age School Network.
Coaching and mentoring (GWE only)	250,000	To continue to develop and embed a coaching and mentoring culture throughout the Welsh education system which provides a toolkit to assist in improving standards of education in Wales.	<ul style="list-style-type: none"> • Deliver a National Coaching & Mentoring Train the Trainer Programme • offer accreditation for up to 70 coaches and Mentors with ILM 5 and 7 as appropriate • Develop coaching to support talent management that will provide leaders with an understanding of how and why coaching helps to not only retain staff but also develop staff along with provision of the necessary coaching tools to enhance staff retention

Area	Available funding (nationally)	Aims	Delivery requirements
Pedagogy research design (GWE only)	100,000	To explore the 12 pedagogical principles and develop a deep and thorough understanding of them and the research on which they are based.	<p>Through the Collaborative Institute for Education Research, Evidence and Impact (CIERIE), continue to:</p> <ul style="list-style-type: none"> • develop pedagogical narratives in relation to the principles • develop professional learning resources that will support professional reflection and enquiry • fund a PhD studentship over a three-year period, in accordance with the agreed specification.
Supporting Vulnerable Learners	£75,000	To support the continued delivery of professional learning to support disadvantaged and vulnerable learners.	<ul style="list-style-type: none"> • Continue to develop an integrated programme providing teachers, senior leaders and schools with the tools, knowledge and understanding they need to develop teaching and learning across a range of key areas. • Provision of a license for all schools and settings in Wales. • Produce bilingual resources giving teachers, senior leaders and schools detailed guidance on how to develop and enhance teaching and learning across a range of key areas. • Align the above to other relevant professional learning work strands including ongoing remote asynchronous learning design and national pedagogy developments, the National professional learning entitlement and the wider leadership development programme. • Present an updated proposal to Welsh Government regarding the future development of this programme from 2024 onwards.

Area	Available funding (nationally)	Aims	Delivery requirements
National Welsh in Education Project Manager (GWE only)	£70,000	To provide a national project manager to support the co-ordination, development and delivery of Welsh in education activities, in accordance with the vision of Cymraeg 2050 and the Welsh in education workforce plan.	Co-ordinate the delivery of national professional learning programmes as outlined under Welsh in Education.
Welsh Medium Pilots (EAS only)	33,442	<ul style="list-style-type: none"> • To fund gap year placements for pupils leaving Welsh-medium education after A-levels to work as teaching assistants in three Welsh-medium primary schools in Torfaen. • To explore using staff from within the region's current Welsh in a Year sabbatical graduate teaching community to assist teaching in Welsh-medium schools on a part-time basis as part of their ongoing professional learning. • 	<ul style="list-style-type: none"> • To passport funding to Torfaen LA to continue to fund the three gap year placements. • To continue to fund pilot sabbatical placements.

Area	Available funding (nationally)	Aims	Delivery requirements
Welsh-medium capacity grant	271,000	To support the capacity building of some parts of the Welsh-medium and bilingual education workforce.	To passport funding to schools as outlined in Schedule 5 to continue to deliver the projects during the summer term

Area	Available funding (nationally)	Aims	Delivery requirements
Remote instruction of Language and Literacy (GWE only)	145,000 (72,500 each PLPLD and CAD)	To enhance and improve on the effectiveness of the Remote Instruction of Language and Literacy programme (RILL).	<p>As part of a commitment to ongoing development of research for publication, the funding is to support three projects:</p> <ul style="list-style-type: none"> i. A medium-scale roll out and evaluation of the effectiveness of RILL Cymraeg in schools – to understand the pedagogical implications of teaching language-universal skills. It will provide a 15-week tech-based language and literacy Welsh programme which should lead to greater gains in reading. It will test the effectiveness of RILL in improving Welsh language and reading skills and examine whether targeting reading and language universal skills in one language also allows improvement in the other. ii. Expanding RILL to the whole-class level – to test the effects of complementary, whole-class instruction on all children’s literacy skills. It will develop whole class lessons in Welsh for Welsh schools and test the effectiveness of this whole class approach in developing key language and literacy skills, particularly vocabulary, versus implementation of the RILL without the whole class element. <p>Children and parents learn together – to investigate the benefits of providing additional instruction in the home environment. It will develop complementary lessons that children can complete at home with the caregiver.</p>

C) Other

1. Education Improvement Grant for Schools (EIG)

Area	Available funding (nationally)	Aims	Delivery requirements
EIG	£115,196,246	To improve educational outcomes for learners. Currently the EIG includes funding to support Foundation Phase, 14-19 Learning Pathways and School Improvement.	<p>Foundation Phase You 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.</p> <p>Maintained settings The Funding allocation must be used to support the Foundation Phase staff to learner ratios. 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.</p> <p>Non-maintained settings The Funding must also be used to support Foundation Phase practitioners in non-maintained settings to deliver high quality education provision.</p> <p>You must ensure schools in your local authority meet the requirements of the Learning and Skills (Wales) Measure 2009 that they offer students a</p>

Area	Available funding (nationally)	Aims	Delivery requirements
			<p>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.</p> <p>You must ensure that all schools have a local curriculum offer that meets the requirements of the Learning and Skills Wales Measure and then confirm in writing to Welsh Government via <u>no later than 9th November 2023</u> that all schools within your consortia have met the requirement of the measure.</p> <p>For Welsh-medium Schools and schools providing education through the medium of both English and Welsh, consortia and local authority partnerships must engage with schools that offer courses through the medium of Welsh to confirm their local curriculum offer data, required by the reporting obligation under Section 116B(4) of the Education Act 2002 (See details below), in writing to the Welsh Government via <u>no later than 31 May 2023</u>. Welsh-medium Schools and schools providing <u>education through the medium of both English and Welsh</u>, will need to complete a spreadsheet, which will be provided by the Welsh Government, and consortia and local authority partnerships will need to provide this data to the Welsh Government by 31 May 2023. Officials intend for this data to be used by Cymraeg 2050</p>

Area	Available funding (nationally)	Aims	Delivery requirements
			<p>division to monitor progress against local authority WESPs.</p> <p>Section 116B (4) of the Education Act 2002 sets out that a local authority must provide the Welsh Ministers with a report on courses through the medium of Welsh in accordance with their instructions (“reporting obligation”). The report must: -</p> <ul style="list-style-type: none"> • describe the courses of study included within local curricula established by the authority for that academic year which were to be taught through the medium of Welsh; • describe how many pupils elected to follow such courses and how many pupils were entitled to follow such courses; • explain what the authority plans to do in academic years following that to which the report relates so that registered pupils of schools maintained by the authority are given the opportunity to follow local curricula courses of study which are taught through the medium of Welsh.

2. Support Collaborative Working & Help Develop Capacity in Consortia

Area	Available funding (nationally)	Aims	Delivery requirements
Support Collaborative Working & Help Develop Capacity in Consortia (EAS only)	70,000	Funding to provide additional resource to support collaborative working and help develop capacity in consortia.	Utilise funding in line with aims described.

3. Building Capacity in Leadership

Area	Available funding (nationally)	Aims	Delivery requirements
Building Capacity in Leadership (CSC only)	60,000	Funding to provide additional resource to build capacity in leadership.	Utilise funding in line with aims described

4. Professional Teaching Awards Cymru (PTAC)

Area	Available funding (nationally)	Aims	Delivery requirements
Professional Teaching Awards Cymru (PTAC)	20,000	To resource the Professional Teaching Awards Cymru.	Utilise funding in line with aims described. A Meeting will be organised to brief consortia representatives before the Awards open for nominations.

5. Multi-agency support approach, Programme Associate salary cost

Area	Available funding (nationally)	Aims	Delivery requirements
Multi-agency support approach (EAS only)	3,636	This funding should be used to engage 'programme associates' for secondary schools in your region who are participating in this approach.	<p>Programme associates should have the necessary skills and experience to effectively carry out the role described in the 'Programme associate specification' produced by Welsh Government.</p> <p>The key features of the role include:</p> <ul style="list-style-type: none"> · Involvement in multi-agency meetings on behalf of Welsh Government, providing an external perspective and advice to support schools' improvement. · Providing feedback to Welsh Government on the progress and effectiveness of the multi-agency approach, via adhoc monitoring meetings with the WG programme leads.

6. Support for communications project (EAS only)

Area	Available funding (nationally)	Aims	Delivery requirements
Communications Project	30,000	Funding of £30k is provided to Torfaen local authority to fund a communications project to support Ysgol Gwynllyw; Cwmbran High School and Croesyceiliog School to improve their internal and external communications.	<p>The project aims to:</p> <ul style="list-style-type: none"> • design and create positive messages about teaching and learning, school attendance, and transformation linked to the introduction and roll out of the Curriculum for Wales. • create websites and improve use of social media platforms to communicate effectively with stakeholders, including parents and the wider community. • engage media to communicate positive joint messages relating the LA's schools, including mutually beneficial messaging on ALN, attendance and Curriculum for Wales. • support retention and recruitment to these schools and LA more widely. <p>By 31 March 2024, the LA should submit a notification to Welsh Government that the project has been implemented and the funding spent. Notification should be sent to</p>

Reporting requirements

The following provides a template for the grantee's reporting regarding developments in its area, building on the process developed in 2022-23.

These aspects will be reported using the following headings:

- *Intent*: the agreed aims of the activity
- *Implementation*: a narrative and statistical data, if relevant, linked to the delivery requirements
- *Impact*: an analysis of progress and impact.

Each report will build on the previous report.

Termly reports

Focus
<p>We expect termly reports to be used to inform the Minister on progress, and include an overarching narrative regarding the grantee's analysis of schools' and settings' assessments of their position regarding their reforms. These should focus on overall school and PRU development of CfW, its implementation, professional learning and wider support arrangements in place, including the range of and the impact of that support. This can further include reporting on key support needs in your areas, including but not exclusive to curriculum reform, professional learning, international languages and cross-curricula skills.</p>
<p>Still in early stages, so analysis of Curriculum for Wales roll-out, including school and PRU progress in managing the process of reform and meeting curriculum requirements.</p> <p>For primary settings:</p> <ul style="list-style-type: none">• information on design, and confirmation that curriculum summaries are complete and published• those receiving universal support for CfW (use quantifiable language)• those receiving bespoke or targeted support for CfW (as above and with examples of what this could be, and why its needed)• information on use of professional learning grant at school level to support CfW roll-out• <p>For secondary settings:</p> <ul style="list-style-type: none">• information on design, numbers with curriculum summaries completed• those receiving universal support for CfW (use quantifiable language)• those receiving bespoke or targeted support for CfW (as above and with examples of what this is, and why its needed)

- information on use of professional learning grant at school level to support CfW roll-out

Reporting on any specific challenges for schools and PRUs in respect of progression and assessment, including reasons for challenges. Also reporting on what is working well and why, both in terms of the support offer and in-school curriculum development.

Information on your approach to school and PRU engagement, and reporting levels of school engagement in cluster working and access to support. Information on cluster working to include:

- information on progress to date of working with clusters – different stages
- quantifiable language on engagement and representative examples of local practice / common language
- specific challenges being faced, including reporting on variances in approach

Specific reporting on those schools in receipt of most support, the nature of that support (and whether they are in Estyn categories).

Information relating to working on a national basis to support the development of the professional learning offer for practitioners and equity of access to resources and support as part of the National Professional Learning Entitlement.

Information about the offer, engagement and feedback in respect of the following professional learning support for schools and PRUs:

- School-led professional learning, enquiry and research
- Curriculum reform professional learning programme, including development of national professional learning.
- Professional learning for developing practice and reflection
- Teaching Assistants Learning Pathway
- A Level and Welsh Bacc
- Induction / Early Career support package
- Future Leadership Programme
- National Professional Qualification for Headship (NPQH)
- Welsh in education
- Coaching and mentoring

The second report should evidence outcomes and expected impact (including value for money).

Support for Area specific and cross-curricula learning and teaching, comprising:

- support provided for International Languages based on the actions set out in the Global Futures Action Plan, as well as challenges and further support needed
- updates on support provided for literacy, numeracy and digital, as well as challenges and areas that need further support

- how you are ensuring ongoing engagement with Welsh Government’s whole school approach to oracy and reading, including raising awareness of the toolkit with schools and examples of good practice.

Reporting on National Network activities undertaken by the grantee, including:

- activities to promote National Network events and disseminate the outputs from them, including how you are ensuring regional and local work aligns and builds-on this offer, without duplication
- reporting analysis of trends in respect of National Network engagement by schools and PRUs in their area
- information on planned regional networks including dates, purpose, attendees and outcomes / next steps to ensure ongoing alignment with the national conversations
- identification of next steps in response to national and regional conversations.

Reporting actual spend for funding being passed to schools, and funding retained by the grantee to manage the programme of activity. This information is necessary for both briefing purposes and reporting in the Curriculum for Wales Annual Report.

Other reporting

In respect of the Professional Learning Grant for schools, all schools will be required to maintain a record of expenditure of the professional learning funding (at school or cluster level). A sample of schools will be required to prepare a more detailed case study for publication on Hwb to exemplify the benefits of the professional learning funding and share innovative practice with other schools.

For the all-age schools, pedagogy research and Welsh in education projects, Welsh Government will work collaboratively with lead officers and relevant schools to monitor activity.

For the Remote instruction of Language and Literacy (GWE only), you will provide six-monthly progress reports and a full report and evaluation for all three projects at the end of the funding period.

More generally, your end of year report will evidence outcomes and expected impact, including value for money, spanning the breadth of the grant award.

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 in accordance with any relevant legislation;
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 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 are involved in fraudulent activity or have been involved in fraudulent activity whether or not it relates to or is any way connected to the Funding;
8. we have made an overpayment of Funding to you;
9. there is a duplication of 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;
10. any declaration made in Condition 8 is, or proves to be, incomplete untrue or misleading, incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
12. an event or circumstance has occurred and is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;
13. a moratorium in respect of all or any of your debts or assets or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;

14. you stop or suspend payment of any debts or are unable, or admit in writing your inability, to pay your debts as they fall due;
15. the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities);
16. you commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your indebtedness (because of actual or anticipated financial difficulties).
17. any action, proceedings, procedure or step is taken in relation to you in relation to:
 - (a) the suspension of payments, a moratorium in respect of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise); or
 - (b) a composition, compromise, assignment or arrangement with any of your creditors; or
 - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your assets.
18. a statutory demand is issued against you;
19. you cease, or threaten to suspend or cease, to carry on all or a material part of your business;
20. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
21. you fail to comply with any statutory reporting obligations which are applicable to you (including, but not limited to, filing requirements at Companies House, the Charity Commission, the Financial Conduct Authority);
22. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;
23. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that providing the Funding and/or the continuation of the arrangements contemplated by this letter could bring us into disrepute;
24. 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 the Conditions.

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

Period	Payment amount	Dates for receiving payments
April – June 2023	£10,818,897.50	July 2023
July – September 2023	£9,616,797.80	October 2023
October – December 2023	£10,818,897.50	January 2024
January – March 2024	£16,829,396.20	March 2024
Total	£48,083,989.00	

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

SCHEDULE 5
Audit Certificate

Statement of Expenditure
Regional Consortia Allocation Certificate

End of Year income / expenditure report

a) Total grant received for 2023 - 24 **£40,083,989**

b) Actual Expenditure £

Terms and Conditions reference	Funding Description	Allocation 23/24	Expenditure 23/24
A - Curriculum & Assessment Support	Regional support for curriculum and assessment reform	£1,052,737	
	Schools curriculum and assessment reform, including learning progression	£2,893,789	
	Regional support for Modern languages - (Modern Foreign Languages (Global Futures))	£115,500	
	Modern Foreign Languages – building capacity for MFL in the primary sector including: Regional Consortia support for primary international languages Primary international languages project	£83,909	
	Literacy & Numeracy Grant/ Support for Curriculum Improvements	£125,000	
	Primary LNF Oracy Scheme for Wales	£123,851	
	Digital Competence Framework	£25,000	
	Coding & Digital Skills	£92,889	
	B – Professional Learning and	Professional Learning funding for schools	£3,883,595

Terms and Conditions reference	Funding Description	Allocation 23/24	Expenditure 23/24
Leadership	School-led professional learning, enquiry and research to realise curriculum	£928,885	
	Curriculum reform professional learning programme	£675,000	
	Professional learning for developing practice and reflection	£225,000	
	Teaching Assistants Learning Pathway	£237,500	
	A Level and Welsh Bacc PL	£240,500	
	Induction / Early Career support package	£62,500	
	Future Leadership Programme (Aspiring, middle leaders including Coaching & Mentoring support)	£212,500	
	Aspiring Headteachers Programme	£61,500	
	National Professional Qualification for Headship (NPQH)	TBC	
	Welsh - Professional Development	£774,071	
	Welsh in education grant (WEG)	£1,147,824	
Welsh-medium capacity grant	140,799		
C) Other	Education Improvement Grant for Schools (EIG) - Total	£34,916,640	
	Building Capacity in Leadership	£60,000	
	Professional Teaching Awards Cymru (PTAC)	£5,000	
Total		£48,083,989	

**For each variation issued by Welsh Government, you will receive an updated version of this certificate.*

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: Director of Finance (Section 151 Officer)

COMPLETE AND RETURN BY 30 SEPTEMBER 2024

SCHEDULE 6

Requirements of the UK 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.

Description	Detail
<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 UK GDPR Schedule:

Data Security 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 UK 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	all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the DPA 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and the guidance and codes of practice issued by the Commissioner and which are applicable to a party;
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;
UK GDPR	means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018;
Law	means: (a) any applicable statute or proclamation or any delegated or subordinate legislation; (b) any applicable guidance, code of practice, direction or determination with which we and/or you are bound to comply to the extent that the same are

	<p>published and publicly available or the existence or contents of them have been notified to you by us ; and</p> <p>(c) 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 in relation to the Award of Funding;
Business 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 UK GDPR Schedule the following terms shall have the meaning given to them in the UK 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 Unless otherwise required to do so by Law (in which case you shall inform us of that legal requirement before Processing, unless law prohibits such information on important grounds of public interest), the only Processing of Personal Data you are authorised to do is described in this UK GDPR Schedule or is the subject of prior written approval by us and may not be determined by you. You will not process the Personal Data for any other purpose or in a way that does not comply with this Award of Funding or the Data Protection Legislation. You must comply promptly with our written instructions requiring you to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.

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 a systematic description of 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 UK GDPR Schedule, 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 Security Event having taken account of the:

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

2.6.3 you must, where you are required under the Award of Funding 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. You must not modify or alter the notice in any way without our prior written consent;

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 the UK unless our prior written consent has been obtained or Article 28(3)(a) of the UK GDPR applies.

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 Security Event.

2.8 Your obligation to notify under Condition 2.7 of this UK GDPR Schedule includes the provision of further information to us in phases without undue delay 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 UK GDPR Schedule (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 Security 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 UK GDPR Schedule. 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 UK GDPR or Personal Data relating to criminal convictions and offences referred to in Articles 10 of the UK 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 UK GDPR Schedule 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 Business Days' notice revise this Condition 2 of this UK GDPR Schedule 6 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 and other guidance where relevant. We may on not less than 30 Business 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 UK GDPR Schedule 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 Regional Consortia Grant 2023-2024 and the Conditions relating to the Funding.

_____ Signature
An authorised signatory of Rhondda Cynon Taf County Borough Council

_____ Name

_____ Job Title

_____ Date

_____ Signature
An authorised signatory of, or on behalf of Rhondda Cynon Taf County Borough Council from within the Central South Consortium

_____ Name

_____ Job Title

_____ Date

Effective date: