



Phil Roberts  
Chief Executive  
City and County of Swansea  
Civic Centre,  
Oystermouth Road,  
Swansea  
SA1 3SN

22 March 2021

Dear Mr Roberts

**Award of Funding in relation to the Children and Communities Grant (CCG) 2021-22.**

**1. Award of Funding**

- (a) We are pleased to inform you that your Application has been successful and funding of up to £11,239,296 (Eleven Million, Two Hundred Thirty Nine Thousand, Two Hundred and Ninety Six Pounds and No Pence) (“the Funding”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 1 April 2021 to 31 March 2022 and must be claimed in full by 31 April 2022 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official via the Flexible Funding mailbox ([flexiblefunding@gov.wales](mailto:flexiblefunding@gov.wales)) who will be happy to assist you.

**2. Statutory authority**

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Welsh Ministers, acting pursuant to functions transferred under section 126 of the Housing Grants, Construction and Regeneration Act 1996 and sections 60 and 58A of the Government of Wales Act 2006

Section 126 of the Housing Grants, Construction and Regeneration Act 1996 provides that the Welsh Ministers (the function having

transferred from the Secretary of State) may give financial assistance to any person in respect of expenditure incurred in connection with activities which contribute to the regeneration or development of an area. Amongst those activities which contribute to such regeneration and development are included: The provision of employment for local people; the provision and improvement of training, educational facilities or health services for local people; and assistance for local people to make use of opportunities for education, training or employment.

Section 60 of the Government of Wales Act 2006 provides that the Welsh Ministers may do anything which they consider appropriate to achieve the promotion or improvement of the economic, social or environmental well-being of Wales. This power may be exercised in relation to the whole or any part of Wales, or to all or any persons resident or present in Wales. This includes a power to enter into arrangements or agreements with any person, and to facilitate and co-ordinate the activities of any person.

Section 58A of the Government of Wales Act 2006 provides that the Welsh Ministers may exercise executive ministerial functions which are within devolved competence, or which are outside of devolved competence if they are ancillary to a function. This is a general power which includes a function involving expenditure or other financial matters

### **3. Interpreting the Conditions**

Any reference in the Conditions to:

**'you', 'your'** is to

City and County of Swansea  
Civic Centre,  
Oystermouth Road,  
Swansea  
SA1 3SN

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

**'Welsh Government Official'** is to

Alyson Francis  
Deputy Director Communities Division  
Government Offices  
Cathays Park  
Cardiff  
CF10 3NQ

Tel: 03000 253689  
Email: Alyson.Francis@gov.Wales

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

**'Project Manager'** is to

Jane Whitmore  
City and County of Swansea  
Civic Centre,  
Oystermouth Road,  
Swansea  
SA1 3SN

Tel: 07557 481461  
Email: [Jane.whitmore@swansea.gov.uk](mailto:Jane.whitmore@swansea.gov.uk)

**'Application'** is to your Final Delivery Plan dated 1 March 2021

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

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

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

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

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

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

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

## **5. Funding pre-conditions**

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
  - (i) this letter signed by you;
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

## **6. How to claim the Funding**

- (a) You may claim the Funding in three payments in arrears based on Costs Incurred by you in the delivery of the Purposes as detailed in the Indicative 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 via the Flexible Funding Team Mailbox (Flexiblefunding@gov.wales).

- (d) You must use our claim pro-forma (which is available from the Welsh Government Official – Funding Alignment Team) and attach the following information and documentation specified in the Indicative Payment Profile together with:
  - i) confirmation that you are operating in all respects in accordance with your constitution; and
  - ii) confirmation that you have appropriate financial, risk and control systems in place before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) We will aim to pay all valid claims as soon as possible and typically within 28 days.

## **7. Your general obligations to us**

You must:

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

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

## **8. Declarations**

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (e) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable;
- (f) there are no conflicts of interest whether actual, potential or perceived;
- (g) acceptance of this award of Funding will not result in duplicate funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme.

## **9. Notification Events and their consequences**

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.

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

## **10. Monitoring requirements**

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including :
  - i) Documentation as set out in Schedule 4 Indicative Payment Profile.

- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;
- (c) ensure that the Project Manager (or such other person as we may agree) together with any other person we may require attends all meetings with the Welsh Government Official.

## **11. Audit Requirements**

- (a) You must:
  - (i) maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;
  - (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or 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, Wales Audit Office 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 certificate Statement of Expenditure in accordance with the requirements set out in Schedule 5. This is to be sent to the Welsh Government by 30 September 2022. The Welsh Government reserves the right to appoint an external auditor if required, in particular if the funding is considered to be high risk.
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. They and their officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and their staff may exercise this right at all reasonable times.



## **12. Third party obligations**

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

## **13. Intellectual property rights and publicity**

- (a) Nothing in the Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You must provide the Welsh Government Official with details of all the acknowledgement(s) referred to in Condition 13(b) for our approval before any such acknowledgements are used and you may not use such acknowledgments without our prior written approval. We will endeavour to respond to all written requests for approval within 10 working days.
- (d) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

## **14. Information**

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR"), the Data Protection Act 2018 (the "DPA") and the 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:



4pm or on a weekend or public holiday.

By email attachment:

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

## **17. Equal opportunities**

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

## **18. Welsh language**

- (a) Where the Purposes include or relate to the provision of services in Wales they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. Where they are provided in both Welsh and English they must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- (b) For advice on providing services bilingually and in accordance with the Conditions please contact the Welsh Language Commissioner's Hybu team:  
<https://www.welshlanguagecommissioner.wales>

## **19. Sustainable development**

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

## **20. Welsh Ministers' functions**

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

Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

## **21. General**

- (a) If at any time any of the Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under the Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to the Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of the Conditions.
- (g) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.
- (h) The Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

## **22. How to accept this award of Funding**

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter

- (b) We must receive your signed letter within 28 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

A handwritten signature in grey ink, appearing to read 'Alyson Francis', is positioned above the typed name.

Signed by Alyson Francis  
Deputy Director Communities Division under authority of the Welsh Ministers

## **SCHEDULE 1**

### **The Purposes**

The Purpose of the Funding (CCG) is to seek to address the support needs of the most vulnerable children and adults in our communities through a range of early intervention, prevention and support mechanisms. It will seek to mitigate or remove disadvantage to vulnerable people to enable them to have the same life chances as others, and therefore contribute to a more equal Wales.

The money allocated for the Children and Communities Grant for 2021-22 must only be spent on delivering against this grant (and the seven programmes within it).

Please refer to the CCG guidance document for more details:

#### **Overview**

For 2021-22, the approach of this Grant is to deliver on the key principles of the seven programmes listed below, whilst providing greater freedom and flexibility to local authorities to use their local knowledge and information to design and manage services to meet the needs of people in their areas.

The **seven** programmes within CCG are:

Childcare and Play (formerly Out of School Childcare)
Communities for Work Plus (CfW+)
Families First
Flying Start
Legacy Fund
Promoting Positive Engagement for Young People at risk of offending (PPE)
St David's Day Fund

## **SCHEDULE 2**

### **The Targets/Outcomes**

Data collection for each of the seven programmes is specified in the Indicative Payment Profile at Schedule 4.

Local Authorities will be held to account against the commitments made in their Application for 2021-22. These commitment must include the Welsh Government minimum targets in relation to Flying Start.

The purpose of the Outcomes Framework is to allow the Welsh Government and local authorities to assess the performance of the flexible funding approach in the round. The Outcomes Framework also provides a mechanism that can assist and bring together information about the extent to which early intervention and prevention support services are contributing towards the long-term prosperity and well-being of citizens. These services should prevent problems from escalating and requiring further, and potentially more complex support later.

### **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 [whilst the Purposes are/were being carried out];
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 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. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
13. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;



14. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
15. you are unable, or admit in writing your inability, to pay your debts as they fall due;
16. any distress, execution, attachment or other process affects any of your assets;
17. a statutory demand is issued against you;
18. you cease, or threaten to cease, to carry on all or a substantial part of your business;
19. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
20. 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;
21. 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))**

**CCG Payment Profile**

<b>Claim No.</b>	<b>Claim Period</b>	<b>Last date for claim</b>	<b>Documents which must accompany claim pro-forma</b>
1	April to September	22 October 2021	<ul style="list-style-type: none"> <li>• CCG Financial Claim form</li> <li>• *CCG monitoring form - including embedded documents requested within this, for the following programmes – Childcare and Play, Families First Progress Report, Flying Start Progress Report, Legacy Fund, Promoting Positive Engagement for Young People, CfW+ Programme Quarterly Management Information, and/or anything else we deem necessary.</li> <li>• Please also refer to the CCG Guidance 2020-21</li> </ul>
2	October to December	21 January 2022	<ul style="list-style-type: none"> <li>• CCG Financial Claim form</li> <li>• *CCG monitoring form - including embedded documents requested within this, for the following programmes - CfW+ Programme Management Information, Families First Progress Report, Flying Start Progress Report, and/or anything else we deem necessary.</li> <li>• Please refer to the CCG Guidance for 2020-21</li> </ul>
3	January to March	29 April 2022	<ul style="list-style-type: none"> <li>• CCG Financial Claim Form</li> <li>• *CCG monitoring form – including documents requested within this for the following programmes - Childcare and Play, Families First Progress Report, Flying Start Progress Report, St Davids Day Fund, Legacy Fund, Promoting Positive Engagement for Young People, CfW+ Programme Quarterly Management Information, and/or anything else we deem necessary.</li> </ul>

			<ul style="list-style-type: none"> <li>• Please refer to the CCG Guidance for 2020-21</li> </ul>
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In July/August 2021 we will ask you to provide an estimate of the amount you are likely to claim at Claim period 1 (this is for cash purposes only and will not affect your claim)

Aside to the monitoring requirements above, please see additional monitoring required for CfW+, Families First and Flying Start

### **CfW+**

Require management information on a monthly basis.

### **Flying Start and Families First**

In **addition** to the Progress Reports for Families First and Flying Start as shown above, the following monitoring information is also required:

- (1) **Families First Data monitoring** which must be completed using the “Families First Performance Management Framework Workbook” (see




Performance-manag  
ement-framework-bl

link below) once at year end

<https://gov.wales/topics/people-and-communities/people/children-and-young-people/parenting-support-guidance/help/families-first/?lang=en>

- (2) **Flying Start Data monitoring** at the end of Term 1 and data for Terms 2 and 3 together at year end, , which must be uploaded to the Welsh Government Data Collection Team via (AFON) [www.afonwales.org.uk](http://www.afonwales.org.uk)

The table below shows the submission dates for Flying Start and Families First Data monitoring requirements:

Schedule of submission dates for Families First and Flying Start monitoring			
Document Required	Period Covered	Deadline Return	Documents to be submitted to Welsh Government
(1) Flying Start Data Monitoring Form Term 1 2021-22	01/04/2021 - 31/08/2021	28/09/21	<p><b><u>Flying Start</u></b>  Completed Monitoring Form with Term 1 data and comments where there are validation errors.  Monitoring Forms must be uploaded to the  Welsh Government Data Collection team  <b>via AFON (<a href="http://www.afonwales.org.uk">www.afonwales.org.uk</a>)</b></p>
(1) Flying Start Monitoring Form Terms 1,2, 3 2021-22	01/04/2021 - 31/03/2022	30/04/22	<p><b><u>Flying Start</u></b>  Completed Monitoring Form with Terms 1, 2 and 3 data and comments where there are validation errors.  Monitoring Forms must be uploaded to the  Welsh Government Data Collection team  <b>via AFON (<a href="http://www.afonwales.org.uk">www.afonwales.org.uk</a>)</b></p>
(2) Families First Monitoring Data	01/04/2021 - 31/03/2022	30/04/22	<p><b><u>Families First</u></b>  Completed Families First Performance Management Framework Workbook</p>  <p>Performance-management-framework-bl  <b>to be emailed to</b>  <a href="mailto:familiesfirst@gov.wales">familiesfirst@gov.wales</a></p>

\*The CCG Monitoring form (2021-22) will be issued separately.

**SCHEDULE 5  
Statement of Expenditure**

Please complete this statement for the Children and Communities Grant and return to Welsh Government by 30 September 2022. The Welsh Government reserves the right to appoint an external auditor if required, in particular if the funding is considered to be high risk.

**Local Authority Allocation Certificate - Children and Communities Grant**

**End of Year income / expenditure report**

a) Total grant received for 2021-22 £

b) Actual Expenditure £

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

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

**Certificate of the Chief Finance Officer**

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

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

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

**Signature:** .....

**Date:** .....

**Position:** Chief Finance Officer / Director of Finance (please delete as appropriate)

## 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:

<b>Description</b>	<b>Detail</b>
<b>Legal Basis for Processing</b>	The collection and processing of this data is necessary to perform a public task (i.e. exercising our official authority to undertake the core role and functions of the Welsh Government). This enables the operation of, and to provide information which will help the Welsh Ministers to make decisions relating to the development of the policy in relation to employability, which is being delivered to improve the economic and social wellbeing in Wales in accordance with section 60 of the Government of Wales Act 2006.
<b>Subject Matter Of The Processing</b>	You will determine the eligibility of individuals to engage with and access support from Communities for Work Plus (CfW+) programme.
<b>Duration of the Processing</b>	You will process the data from 1 <sup>st</sup> April 2021 to 31 <sup>st</sup> March 2022
<b>Location of Processing</b>	The data must be processed within the United Kingdom and must not be transferred outside the UK unless it is in accordance with Condition 2.6.6.
<b>Nature of the Processing</b>	As the data processors you must collect, check, record and store the

	<p>data outlined in this document (Schedule 6).  You must also disclose this data anonymously, when required, to the Welsh Government in accordance with the processes developed for CfW+.</p> <p>Additionally, if requested, you must share some data to independent evaluators appointed by the Welsh Government to provide independent evaluation of the impact of CfW+ in helping individuals either in, or at risk of poverty access support to gain employment; and an assessment of the processes used to deliver it. Where this dissemination includes data which could be used to identify individuals this will be approved and controlled by an appropriate Welsh Government data access agreement which will:</p> <ul style="list-style-type: none"> <li>• Ensure secure transfer, storage and eventual destruction of the data;</li> <li>• Limit the use to the specific requirement identified and only allow the data to be stored for the duration of the research product;</li> </ul> <p>Anonymise any data collected through research tools at the earliest opportunity.</p>
<p><b>Purposes of the Processing</b></p>	<p>The purpose of you undertaking these activities as the data processor is to:</p> <ul style="list-style-type: none"> <li>• Determine the eligibility of individuals to engage with the CfW+ programme.</li> <li>• To enable CfW+ programme in offering the right type of employability support to the individual.</li> <li>• Support improvements of CfW+ programme.</li> <li>• To support wider research into supporting individuals either at risk of, or in poverty in accessing employability support.</li> </ul>

	<ul style="list-style-type: none"> <li>• To evaluate the impact of the programme on individuals who took part.</li> <li>• To evaluate the impact of the programme on achieving the object of promoting and improving the economic and social well-being of Wales.</li> </ul>
<p><b>Type of Personal Data to be Processed</b></p>	<p>You will process data containing the following individual information on behalf of Welsh Government as the data controller and retain the following locally:</p> <ul style="list-style-type: none"> <li>• Name</li> <li>• Address</li> <li>• Contact details</li> <li>• Date of Birth</li> </ul> <p>You will process data for engagements and employment outcomes containing the following individual information and submit to Welsh Government anonymously on a quarterly basis:</p> <ul style="list-style-type: none"> <li>• Gender</li> <li>• Ethnic Origin</li> <li>• Employment Status</li> <li>• Duration of unemployment</li> <li>• Existing Qualifications</li> <li>• Benefit Status</li> <li>• Work Limiting Health Condition</li> <li>• Disability</li> <li>• Care and Childcare responsibilities</li> <li>• Migrant status</li> <li>• Jobless household</li> <li>• Homeless affected by housing exclusion</li> <li>• Welsh Language</li> </ul> <p>You will process data containing the following project information and submit to Welsh Government anonymously on a quarterly basis:</p> <ul style="list-style-type: none"> <li>• Number of early exits</li> </ul>



	<ul style="list-style-type: none"> <li>• Number of participants engaged onto the CfW+ programme</li> <li>• Number of participants that have entered employment as a result of CfW+ programme</li> <li>• Employment type</li> <li>• Work pattern</li> </ul>
<b>Categories of Data Subjects</b>	You will process data from individuals partaking in CfW+ programme.
<b>Plan for the return and/or destruction of the data once the processing is complete UNLESS requirement under Law to preserve that type of data</b>	CfW+ privacy notice sets this as 7 years.

## Part 2

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

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	<p>means:</p> <p>(a) any applicable statute or proclamation or any delegated or subordinate legislation;</p> <p>(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 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 ' <b>the Parties</b> ';
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;

Working Days	means a day other than a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971.
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## 2. PROTECTION OF PERSONAL DATA

2.1 In this Schedule 6 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 Schedule 6 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 Schedule 6, 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 Schedule 6 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 Schedule 6 (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 Schedule 6. 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 Schedule 6 such that they apply to the Sub-Processor; and

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

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

2.15 We may at any time on not less than 30 Working Days' notice revise this Condition 2 of this Schedule 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 Working Days' notice to you amend the Award of Funding to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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

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

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

**TWO SIGNATORIES ARE REQUIRED**

We declare we are duly authorised to accept the award of Funding for the Children and Communities Grant 2021-22 and the Conditions relating to the Funding.

\_\_\_\_\_ Signature  
An authorised signatory of City and County of Swansea

\_\_\_\_\_ Name

\_\_\_\_\_ Job Title

\_\_\_\_\_ Date

\_\_\_\_\_ Signature  
An authorised signatory of City and County of Swansea

\_\_\_\_\_ Name

\_\_\_\_\_ Job Title

\_\_\_\_\_ Date