



Llywodraeth Cymru
Welsh Government

Aled Evans
Corporate Director for Education, Leisure & Lifelong Learning
Neath Port Talbot County Borough Council
Civic Centre
Port Talbot
SA13 1PJ

24 February 2015

Dear Aled

1. Award of Funding in relation to Ystylafera 3-18 Welsh Medium School – Agreement Reference 0326/3 21st Century Schools, Award of Funding 2014 - 2018

- (a) We are pleased to inform you that your Application has been successful and funding of up to [REDACTED] ("the Funding") is awarded to you for the Project (as defined in Condition 4(a)).
- (b) The Funding relates to the period 2014-15 to 2017-18 and must be claimed in full by 31 March 2018 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory Authority and State Aid

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Education and Skills, one of the Welsh Ministers, acting pursuant to sections 14 and 16 of the Education Act 2002.
- (b) You must comply with the European Commission's State Aid Rules.

3. Interpreting these Conditions

Any reference in these Conditions to:

'you', 'your' is to Neath Port Talbot County Borough Council, Civic Centre, Port Talbot SA13 1PJ;

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

'Application' is to your Full Business Case application received on 27 January 2015;

'Welsh Government Official' is to

Kathryn Massey
Cathays Park
Cardiff
CF10 3NQ
Tel: 029 2082 5568
Email: Kathryn.Massey@Wales.GSI.Gov.UK

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

'Project Manager' is to

Richard Gordon & Roger Bowen
Strategic School Improvement Team
Neath Port Talbot County Borough Council
Civic Centre
Port Talbot SA13 1PJ
Tel: 01639 7633303/3385
Email: r.v.gordon@npt.gov.uk
r.bowen1@npt.gov.uk

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

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

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

'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;

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

Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

'any legislation' will include all amendments to and substitutions and re-enactments of that legislation in force from time to time;

4. What you must use the Funding for

- (a) You must use the Funding solely for the project set out in Schedule 1 (the "Project").
- (b) You must achieve the targets and outcomes set out in Schedule 2 (the "Targets").
- (c) You must ensure that the Project is undertaken and completed in accordance with planning permissions and any other consents and in accordance with the Conditions.
- (d) You must ensure that the Project will be fit for purpose and that all materials used are of satisfactory quality and are in line with our value for money objective, and will be able to justify that this is satisfied whenever called to do so by us.
- (e) Any change to the Project 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.
- (f) 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 Project); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Project prior to the period referred to in Condition 1 (b); or (9) any kind of illegal activities.

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) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;.

- (ii) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence the Project;
 - (iii) documentary evidence that you have obtained planning permission and all necessary permissions and consents required by the Council under the Town and Country Planning Act 1990 and/or the Planning (Listed Buildings and Conservation Areas) Act 1990 to enable the Project to be lawfully undertaken by you
 - (iv) a copy of a Building Research Establishment Environmental Assessment report by a registered Building Research Environmental Assessment Assessor for the Design at Procurement stage prior to commencement on site stating that the building will achieve an overall rating of "excellent". PLEASE NOTE – BREEAM applies to new build structures only or those stand alone buildings which benefit from their own direct services (water, gas, electricity etc.).
 - (v) A plan to confirm how you will ensure that the level of recycled and reused content in the products and materials selected is at least 15% of the total value of the materials used.
 - (vi) Evidence that fire sprinklers will be installed as part of the Project. If fire sprinklers are not being installed (this may be the case in minor refurbishments and/or minor extensions) then the authority must provide evidence that Fire Safety Risk Assessments have been carried by an appropriately qualified person who can confirm that arrangements are appropriate.
- (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) The Funding will be paid to you quarterly in arrears based on Costs Incurred by you in the delivery of the Project as detailed in the Payment Profile
- (b) You must claim the Funding in accordance with the dates set out in the Payment Profile.

- (c) You must submit your claims for payment to the Welsh Government Official.
- (d) You must use our current monitoring form (which is available from the Welsh Government Official) and include on the form details of expenditure.
- (e) We shall be entitled to withhold and retain 2.5% of the Funding until such time as you provide us with the documents listed at Schedule 7. These are to be provided within 18 months of practical completion.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your management, employees and/or suppliers and notify us immediately if you have reason to suspect that any fraud has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.
- (b) comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law;
- (c) put in place and maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Project. We reserve the right to require you to provide proof of your insurance;
- (d) 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 these Conditions.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these 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.

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 seek to discuss the Notification Event with you and to agree a course of action to be taken to address the Notification Event and in doing so we will consider both the seriousness of the Notification Event and whether or not it can be remedied.
- (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 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
 - (iv) 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 immediately; 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 these 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. You must pay interest on any overdue repayments at a rate of 1.5% per annum above the Bank of England base rate from time to time or at such other rate as may be required by the State Aid Rules. Interest will accrue on a daily basis from the date the repayment is due until actual repayment of the Funding, whether before or after judgment. You must pay the interest together with the overdue repayment.
- (f) Where projects are brought forward to accommodate more pupils than are projected to attend the school, the Welsh Government may claw back a percentage of the funding which has been awarded.
- (g) The claw back will be based on the appropriate percentage of the grant allocated, reflecting the percentage surplus capacity remaining at the school 5 years from the occupation of the new or refurbished school building:

• 0-15% surplus capacity	No claw back of grant
• 15-25% surplus capacity	10% claw back of grant
• 25%+ surplus capacity	20% claw back of grant.

10. Monitoring Requirements

You must:

- (a) for projects of £15 million and over, ensure that gateway reviews are undertaken.
- (b) 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 without limit:
 - i) within six months of the Project completion date a closing report containing the information specified in Schedule 7;
 - ii) within six months of the Project completion you must provide a post construction assessment demonstrating that the Project has achieved an overall rating of "excellent" under the Building Research Establishment Environmental Assessment methodology assessment framework "family". BREEAM applies to new build structures or those stand alone buildings which benefit from their own direct services (water, gas, electricity etc.);
 - iii) within six months of the Project completion date you must provide evidence that the completed building is compliant

with the acoustic standards set out in Building Bulletin 93 (BB93);

iv) following practical completion of the Project a report will be provided to us in accordance with Waste and Resource Action Programme;

v) in line with the outcomes and benefits objectives at Schedule 5, you are expected to complete and submit a benefits and outcomes report, in alignment with your investment objectives and measures as documented in your business case submission. The report must be submitted within 18 months following completion of the project.

(b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require; including without limit:

i) monthly review meetings which will include a site inspection and production of valuation certificates issued under the construction contract;

(c) ensure that the Project Manager (or such other person as we may agree) attends all meetings with the Welsh Government Official.

11. Audit Requirements

(a) You must:

(i) maintain clear accounting records identifying all income and expenditure in relation to the Project;

(ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice 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 as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;

- (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;
 - (iv) provide us with an audit certificate in accordance with the requirements set out in Schedule 6
- (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. He and his 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 his 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 & Publicity

- (a) Nothing in these Conditions transfers to us any rights in any intellectual property created by you as a result of the Project.
- (b) You must acknowledge our support on all publicity, press releases and marketing material produced in relation to the Project. Such acknowledgement 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 a copy of all material listed in Condition 13(b) for our approval before any such material is published and you may not publish such material without our prior written approval. We will endeavour to respond to all written requests for approval within 14 working days.
- (d) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Project in Welsh Government promotional materials and you further agree to

cooperate with our reasonable requests to achieve the production of such materials.

14. Access to Information

- (a) You acknowledge that we are subject to the requirements of the Code of Practice on Access to Information published by the Welsh Government (the "Code"), the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR") and the Data Protection Act 1998 (the "DPA").
- (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 Code, the FOIA or the EIR.

15. Buying Goods and Services

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

16. Giving Notice

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

"Notice in relation to the Ystylafera 3-18 Welsh Medium School, reference 0326B"

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

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

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

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

Prepaid first class post:	on the second working day after the date of posting.
By hand:	upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.
By email attachment:	upon transmission or the next working day if after 4pm or on a weekend or public holiday.

17. Equal Opportunities

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

18. Welsh Language

Where the Project includes or relates to the provision of services or written materials (including signage and information published online) in Wales, they must be provided in Welsh and English, unless it would be unreasonable or disproportionate to do so. Guidance about providing services and written materials in Welsh can be obtained from the Welsh Language Commissioner on 0845 6033 221 or by visiting www.comisiynyddygybraeq.org.

19. Sustainability

Your use of the Funding must (where reasonably practicable) meet the Welsh Government's current agenda for sustainable development and the environment

You must obtain an overall rating of "excellent" under the Building Research Establishment Environmental Assessment methodology assessment framework "family" including a Design and Procurement assessment and Post Construction Assessment, if applicable.

You will ensure that an EPC energy efficiency rating of A is obtained by incorporating suitable design features to improve energy efficiency within the building, and will where appropriate use materials from sustainable sources.

In recognising the importance of ensuring that all learning environments have good acoustic standards we require that the Project must undergo a pre-completion test to demonstrate that the completed building is compliant with the acoustic standards set out in Building Bulletin 93 (BB93). The tests must be in line with the recommendations made under section 1.3 of BB93, covering at least 25% of each type of teaching space. If a test result should demonstrate that acoustic standards are below those outlined in BB93, you must take remedial action and complete further testing to demonstrate that the problem has been rectified and that it does not occur in the remaining teaching areas prior to its occupation.

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, these 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 these Conditions is deemed to be or becomes 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 these 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 these 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 these 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 these Conditions.
- (g) These 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 offer 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 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully



Signed by Joanne Larner
under authority of the Minister for Education and Skills,
one of the Welsh Ministers.

SCHEDULE 1 The Project

The project seeks to establish a new 1123 place 3-18 Welsh-medium School in a part new build, part major reconstruction and part remodelling of existing buildings on the existing Ysgol Gyfun Ystalyfera site.

Broadly speaking, the new school will provide for the following number and age ranges of pupils:

3-11 - 200 (including Nursery)
11-16 - 680
Sixth Form – 243

The project is fundamental to Welsh-medium education in Neath Port Talbot County Borough Council and brings together two schools onto one site, Ysgol Gynradd Gymraeg Y Wern (a Welsh-medium Primary school) and Ysgol Gyfun Ystalyfera (a Welsh-medium Secondary school and aims to secure a number of significant benefits resulting from single governance and management structures that will encourage and enable the sharing of staff, best practice, resources and secure improved transition arrangements between primary and secondary education provision.

The creation of an 'all-through' school at Ystalyfera offers an innovative approach to teaching and learning that seeks to raise levels of attainment, remove significant excess capacity, addresses backlog maintenance, promote cross border collaborative working and secure the long term provision of Welsh-medium education in the area.

Ysgol Gynradd Gymraeg Y Wern	Ysgol Gyfun Ystalyfera
Overall site condition - Grade C	Overall site condition - Grade D
Backlog maintenance and accessibility costs £1.46M	Backlog maintenance and accessibility costs £7.58M
113 surplus places at August 2018	198 surplus places at August 2016

The project will link strategically to the development of Welsh-medium Secondary provision in the south of the County Borough, which also features within the Council's 21st Century Schools Band A programme, as the development of an 11-16, Welsh-medium school on the vacated site and premises of Sandfields Comprehensive School.

It is proposed that the new, 3–18 school, at Ystalyfera will have governance and management responsibility for both 3-18 Welsh-medium education in the north of the County Borough and 11-16 in the south and in terms of school organisation and education delivery, both schemes are being progressed as 'one'.

Subject to the outcome of formal consultation and statutory proposals scheduled for the Autumn term 2014, Ysgol Newydd (Ystalyfera) will open in 2016.

The new school with its single governing body and leadership team will initially be responsible for managing the delivery of 3-18 Welsh-medium education on three sites – the former YG Ystalyfera site (11- 18), the former YGG Y Wern site (3-11) and the former Sandfields Comprehensive site (11-16).

Although interrelated, the establishment, management and governance of Ysgol Newydd (Ystalyfera) requires a separate development programme to the capital build element.

As construction progresses (on the former YG Ystalyfera site), YGG Y Wern will close and 3-11 provision will transfer to the former YG Ystalyfera site where a fully integrated, 3-18 provision will be established.

The 11-16 provision in the south (on the former Sandfields Comp. site) will open with a single year group (Y7), building year on year until the full 11-16 complement is achieved. Sixth form provision will remain in the north at the site of the new Ystalyfera school.

The Funding is to be used for Ystalyfera 3-18 Welsh Medium School

Breakdown of total project costs	
Total Cost (include external works, fixture and fittings- exclude VAT, contingencies, Professional Fees)	
Contingencies	
Professional Fees	
Other, planning applications, building reg. applications, ecological works, F&E	
VAT (only to be included where non-recoverable by applicant)	
Total Project Cost (£)	
Welsh Government Contribution (%)	
Welsh Government Contribution (£)	

You may propose a reallocation between the budget headings at any time for our prior written consent (not to be unreasonably withheld or delayed) provided always that the Funding remains unchanged. The reallocation proposal should be submitted for approval to the Welsh Government Official.

Community Benefits

The Welsh Government is striving to help develop a vibrant Welsh economy capable of delivering strong and sustainable economic growth by providing opportunities for everyone in Wales. Projects benefitting from public funding must contribute in the round to social, economic and environmental well-being now and in the future. The aim is to build stronger communities, reduce social exclusion and poverty and encouraging the development of the economy. The Welsh Government's commitment to deliver 'community benefit' outcomes from procurement activity is designed to ensure these wider social and economic issues are taken into account when spending public money. The intention is to achieve the very best value for money in the widest sense.

You and any third party procured by you in connection with the Projects must maximise the community benefits delivered through the Funding by providing:-

1. Training and employment opportunities: by recruiting and training economically inactive persons as part of the workforce delivering the Project, directly and/or indirectly through the supply chain. This could include employment; apprenticeships; work experience; work trials; or other relevant training opportunities.
2. Supply chain opportunities for SMEs: by considering opportunities for SMEs, including social enterprises and supported factories and businesses, to bid for 1st & 2nd tier supply chain opportunities. This must include:-
 - (i) advertising subcontracting opportunities on Sell2Wales
 - (ii) Using the Welsh Government's Supplier Development Service to promote tender opportunities and hold 'Meet the Buyer' events
3. Contributions to the community & education: by considering other benefits for the community such as:-
 - (i) working with local schools and colleges to support work experience placement; careers day; support for school projects
 - (ii) Make a contribution to community regeneration by donation; in-kind donation; support for local projects; consultation; education.

You will be required to monitor the community benefits achieved by you and/or any third party procured by you in connection with the Projects and report outcomes using the Welsh Government's Community Benefits Measurement Tool. The Measurement Tool and a copy of the guidance is available at www.prp.wales.gov.uk/toolkit. The Measurement Tool should be completed and submitted at the end of the procurement project or annually, whichever is sooner.

Community Benefits training is available, free of charge, from Value Wales. For more information please email the Community Benefits Policy mailbox communitybenefits@Wales.gsi.gov.uk

SCHEDULE 2 The Targets

Description of the Target	Date by when it should be achieved?	Evidence required
Reduction in surplus places of 311	September 2018	Written confirmation that target has been achieved
Condition of school buildings: Blocks 1, 2 & 13 From D to New Build A Blocks 3 & 6 From C to Refurbished A Blocks 8 & 12 From B to New Build A	September 2018	Written confirmation that target has been achieved
Backlog Maintenance reduction by £9.04M	September 2018	Written confirmation that target has been achieved
Energy consumption: Reduce energy consumption by 513,416 kwh per year	September 2019	Written confirmation that target has been achieved
Reduction of C02 emissions : reduction of 8,500kg per year	September 2019	Written confirmation that target has been achieved

SCHEDULE 3

Notification Events

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

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. you fail to achieve any or all of the Targets;
4. we have made an overpayment of Funding to you;
5. 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;
6. 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;
7. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
8. 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;
9. you are unable, or admit in writing your inability, to pay your debts as they fall due;
10. any distress, execution, attachment or other process affects any of your assets;
11. a statutory demand is issued against you;
12. you cease, or threaten to cease, to carry on all or a substantial part of your business;
13. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.
14. you fail to comply with any conditions attached to planning permission or associated consents;
15. you wish to enter into a transaction that would affect the value of the Project;

16. you wish to dispose of any interest in the building;
17. if the building supported through the Project or any part of it is leased for use for activities other than those eligible for funding by the Welsh Ministers; or
18. if a high level of surplus capacity still remains at the school five years after completion, so that the claw back clause in Section 9f can be addressed.

SCHEDULE 4
Payment Profile

Name of Project: Ystalyfera 3-18 Welsh Medium School

Payment Profile: [REDACTED]

Project Completion date: September 2018

Quarterly periods	2014-15	2015-16	2016-17	2017-18	Total
1April - 30 June					
1July - 30 September					
1October - 31 December					
1January - 31 March	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Retention				[REDACTED]	[REDACTED]
TOTAL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

SCHEDULE 5

Outcomes/Benefits

Investment Objective I To provide a stimulating all through Welsh-medium teaching and learning environment in modern fit for purpose facilities that will impact positively on the self-esteem and well-being of all pupils in the North of the County Borough	
Measures	Targets
Improved motivation, engagement, attendance and extra-curricular involvement as evidenced by - School self-evaluation and School Improvement Plan - Estyn Inspection outcomes - Local Authority review outcomes - Pupil voice/School Council	All aspects of pupil wellbeing (as detailed in Estyn guidance) to be awarded a judgement of Excellent by March 2020 Achieve 95% attendance rate for the academic year 2018/19 To interview 10% of pupils and 5% of parents to evaluate the effectiveness of the school's policies and practices in promoting pupils' wellbeing seeking a 90% satisfaction rate (reference parental survey annexe 5 Estyn guidance)

Investment Objective 2 To improve the bilingual learning outcomes for all pupils across the ability range	
Measures	Targets
Improved learning outcomes, as measured by relevant data sources; - Estyn inspection outcomes - Local Authority Review - Individual pupil and school targets - Pupilvoice/School Council feedback	All lesson observations of the 7 key areas of learning for Foundation Phase to be reported as Excellent or Good at one year post new school opening (i.e. by September 2019) To achieve excellent or good Estyn and/or Local Authority judgements for the three Key Questions by March 2020 All lesson observation reported by Estyn as Excellent or Good for Teaching and Learning by March 2020 All lesson observations reported by Local Authority as Excellent or Good for Teaching and learning within eighteen months post new school opening (i.e. by 2020) To ensure a 5% points increase in the CSI at Key Stage 2 by September 2020 To ensure a 3% points increase in the Foundation Phase outcome indicator by September 2020. To achieve a judgement of Good or Excellent for learner outcomes as part of the Local Authority Monitoring School Performance (MSP) visit and ERW categorisation by 2020 To gain a positive stakeholder satisfaction report based on Estyn, Learner and Parent questionnaires by
Improved numbers of teachers demonstrating excellent or good quality teaching	All lesson observations reported by Estyn as Excellent or Good for Teaching and Learning within 18 months post new school opening (i.e. by March 2020) All lesson observations reported by Local Authority as Excellent or Good for Teaching and Learning within eighteen months post new school opening (i.e. by March 2020)

or Good for Teaching and Learning by March 2020 All lesson observations reported by Local Authority as Excellent or Good for teaching and Learning within eighteen months post new school opening (i.e. by March 2020) To ensure a 5% points increase in the CSI at Key Stage 2 by September 2020 To ensure a 3% points increase in the Foundation Phase Outcome indicator by September 2020 All aspects of Estyn's Key Question 2 (How good is provision?) to be judged Good or Excellent by March 2020	
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Investment Objective 3	
To reduce the number of surplus pupil places in Welsh-medium Education in the north of the County Borough	
Measure	Target
Reduction in surplus pupil places; Effective and efficient use of educational resources	Reduce surplus places in the Upper Swansea Valley by 311 by September 2018

Investment Objective 4	
To achieve efficiencies (economic and environmental) by having the right school in the right place	
Measures	Targets
Review teaching staff contracts	Reduced teaching staff budgets by 2% from September 2018
Review support staff contracts	Reduced support staff budgets by 4% from September 2018
More efficient and effective management (structure) of schools	Reduction in management costs of schools by 2.5% by September 2018
Reduced backlog maintenance and accessibility costs	Reduction in backlog maintenance and accessibility costs of £9.04M by September 2018

Reduction in energy use and carbon emissions	Reduction in energy usage by 513,416 KW/H per annum by September 2019. Reduction in carbon emissions of 8,500Kg per annum by September 2019 Reduced journeys for 650 Secondary pupils by September 2020.
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Investment Objective 5 To ensure the school is a fully integrated community school providing access to its bilingual learning resources	
Measure	Targets
Provide extended school days including community use of resources	Increase the average daily uptake of Primary phase Breakfast Club by 10% of eligible pupils by September 2019 Increase the current Community use of School resources by 75% by September 2019 e.g. playing fields, meeting / workshop rooms and sports hall

Investment Objective 6 To increase the percentage of Y6 pupils in Welsh-medium primary schools who continue to study through the medium of Welsh in the secondary sector	
Measure	Target
An increase in the number of pupils from NPT's Welsh-medium primary sector who continue to study through the medium of Welsh at Key Stages 3 + 4 as outlined in Outcome 2 of NPT's Welsh in Education Strategic Plan	To achieve a Y6/Y7 transition target of 90% by 2017 Current (2014) % is 79%

SCHEDULE 6
Audit Certificate

The grant will be audited by the Wales Audit Office on an annual basis.

SCHEDULE 7

Closing Report

You shall produce a final Project report covering all contract periods relating to the Project. This shall include as a minimum:

- Review of performance against objectives;
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- Analysis of actual outputs against target outputs;
- Analysis of actual benefits against intended benefits;
- You will be required to monitor the benefits achieved with the successful contractor and report outcomes using the Welsh Government's Community Benefits Measurement Tool;
- Actual start and end dates (including explanation for any variances from those anticipated);
- Strengths and weaknesses of the methodologies and processes employed;
- Future potential development opportunities;
- Overall evaluation of the Project including customer evaluation where appropriate;
- Certificate of Practical Completion;
- BREEAM Certificate where applicable;
- Waste and Resource Action Programme (WRAP) Report;
- Sprinklers Certificate;
- Energy Performance Certificate; and
- Building Bulletin (BB93) Report.

Benefits and outcomes Framework.

- You are required to submit a full report on the outcomes and benefits within 18 months following completion of the project

TWO SIGNATORIES ARE REQUIRED

We hereby accept the award of Funding Reference: 0326/3, 21st Century Schools Award of Funding and the Conditions relating to the Funding



Signature

An authorised signatory of Neath Port Talbot County Borough Council

ALED EVANS Name

DIRECTOR of Education, Leisure
+ Lifelong Learning Job Title

25.2.15. Date



Signature

An authorised signatory of Neath Port Talbot County Borough Council

DAVID BEES. Name

HEAD OF FINANCIAL SERVICES Job Title

2.3.15 Date

