

Ysgolion a Cholegau yr 21ain Ganrif
21st Century Schools and Colleges

Y Grŵp Addysg a Gwasanaethau Cyhoeddus
Education and Public Services Group



Aled Evans
Director of Education
Leisure and Lifelong Learning
Neath Port Talbot Council
Civic Centre
Port Talbot
SA13 1PJ

21 December 2020

Dear Mr Aled Evans

**Award of Funding in relation to 21st Century Schools and Colleges
Programme Band B, reference B-NPT-0004**

1. Award of Funding

- (a) Following approval of your Strategic Outline Programme in November 2020, an 'in principle' capital allocation of £80,500,000 (Eighty million, five hundred thousand pounds) ("the Funding") is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) This letter is to allocate a sum of up to £14,758,250 towards a project cost of £22,705,000. The breakdown of Capital Funding approved to date is detailed in Schedule 1 (the "Grant Allocation Table"). **This letter is to update this position to reflect that a new project has been approved subject to satisfactory completion of Welsh Language Impact Assessment.**
- (c) The Funding relates to the duration of the Band B programme and must be claimed in full otherwise any unclaimed part of the Funding will cease to be available to you.
- (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 State Aid

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Minister for Education, one of the Welsh Ministers, acting pursuant to sections 14 and 16 of the

Education Act 2002 and Further Education Institutions is paid under Sections 31, 32 and 33 of the Learning and Skills Act 2000.

(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 Council

'Official' is to

[REDACTED]
[REDACTED]
[REDACTED]
Port Talbot Civic Centre
Neath Port Talbot
SA13 1PJ

to

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

'Welsh Government Official' is to

[REDACTED]
[REDACTED]
[REDACTED]
Cathays Park
Cardiff
CF10 3NQ

Telephone [REDACTED]
Email [REDACTED]

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

'Project Manager' is to the person named in the "Individual Project Information Proforma";

'Application' is to the Business Cases approved under your 21st Century Schools and Colleges Programme;

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

'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 payment profiles relating to each Project as set in the Individual Project Information Proforma;

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

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

'State Aid Rules' is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation 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 reference to any legislation whether domestic, EU or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

Statutory Proposals

The offer of funding is without prejudice to any decisions that Welsh Ministers might be under a duty to make in connection with any statutory proposals for school organisation, or decisions on other approvals that might be necessary in order for the project to proceed.

Where statutory proposals for school organisation are necessary and have not been completed, the offer of funding is conditional on the successful completion of such statutory procedures as are required. If there is any doubt as to whether the changes involved in this project require statutory procedures, in the first instance please contact:

[REDACTED]
[REDACTED]

4. Use the Funding for

- (a) You must use the Funding solely for the purposes set out in the Individual Project Information Proforma.
- (b) You must achieve the targets and outcomes set out in the Individual Project Information Proforma.

- (c) You must ensure that the Projects are undertaken and completed in accordance with planning permissions and any other consent and in accordance with the Conditions.
- (d) You must ensure that the Projects 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 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.
- (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 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 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;
 - (ii) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;
 - (iii) documentary evidence that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
 - (iv) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence and complete the Purposes;
 - (v) 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 Projects to be lawfully undertaken by you;

- (vi) 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 buildings should be in line with the requirements in Schedule
 - (vii) 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;
 - (viii) Confirmation that fire sprinklers will be installed as part of the Projects. 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 out by an appropriately qualified person who can confirm that arrangements are appropriate.
 - (ix) Where funding has been provided for community use and facilities, these facilities should be made available for that purpose with achievable community targets set, confirmation of these targets and use must be provided
 - (x) All targets and benefits for projects have been set in accordance with 21st Century Schools and Colleges Programme guidance.
- (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 Projects as detailed in the individual Project Payment Profiles.
- (b) You must claim the Funding in accordance with the dates set out in the Payment Profile. You must claim the Funding promptly.
- (c) We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (d) You must submit your claims for payment of Funding to the Welsh Government Official.

- (e) You must use our current claim pro-forma (which is available from the Welsh Government Official), completing all sections in full, and provide confirmation that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (f) We will withhold and retain 2.5% of the our funding for each Project until such time as you provide us with the documents listed at Schedule 6 (Closing Report). These are to be provided within 18 months of practical completion of every Project.
- (g) 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 whether or not it relates to the Funding 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 domestic, EU or international laws or regulations or official directives;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) co-operate fully with the Welsh Government Official and provide all information requested in a timely manner.
- (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) Failure to adhere to general obligations may result in withdrawal of funding.

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 either (i) notify you that we consider that the Notification Event is not capable of remedy or (ii) if we consider 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 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 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. If applicable, you must pay interest on any overdue repayments (on a compound basis) in accordance with the State Aid Rules.
- (f) Where Projects are brought forward to accommodate more pupils than are projected to attend the school, we may claw back a percentage of the Funding which has been awarded.
- (g) Where payment has been made at SOC or OBC stage to aid with the initial costs of project development, the funding will be clawed back should the project not be approved at FBC stage.
- (h) 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) 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:
 - i) within eighteen months of the Project completion date, a closing report containing the information specified in Schedule 6;
 - ii) within eighteen months of each 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.) The requirement is detailed in Schedule 7;
 - iii) within eighteen months of each Project completion date you must provide evidence that the completed building is compliant with the acoustic standards set out in Building Bulletin 93 (BB93) for schools or equivalent for further education institutions;
 - iv) confirm that recycling targets will be met;
 - v) a benefits and outcomes report, in alignment with your investment objectives and measures as documented in your business case submissions. The report must be submitted within 18 months following completion of each Project.
 - vi) Complete a Post Occupancy Questionnaire after years 1, 2 and 5 to allow evaluation and feedback on the school building's performance in use.
- (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 clear accounting records identifying all income and expenditure in relation to the Purposes;
- (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice being given to you to visit your premises and/or to inspect any of your

activities and/or to examine and take copies of your books of account and such other documents or records howsoever stored as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;

- (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;
 - (iv) provide us with Annual Statement of Grant Expenditure 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. 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 and publicity

- (a) Nothing in these 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 acknowledge, and ensure all contractors involved in your Projects acknowledge, our support on all publicity, press releases and marketing material produced in relation to the Projects. Such acknowledgement must be in a form approved by us and must

comply with the Welsh Government's branding guidelines and 21st Century Schools and Colleges Programme guidance.

- (d) The 21st Century Schools and Colleges Programme Team must be informed of any events, visits or key project milestones in relation to capital funded schools projects, such as the topping out ceremony, opening, launch plans and arrangements.
- (e) Welsh Government must be given the opportunity to work with you to arrange Ministerial attendance at key events, such as topping out and opening ceremonies.
- (f) Programme publicity guidance is available on our website at <https://gov.wales/21st-century-schools-programme>
- (g) Further information about branding, logos and publicity can be also obtained by contacting 21stcenturyschools@gov.wales
- (h) 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 14 working days.
- (i) 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, the Projects (including photographs) and the Purposes in Welsh Government promotional materials. 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") 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 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 <://beta.gov.wales/privacy-notice-welsh-government-grants>

- (d) For the avoidance of doubt, you are the data controller (as defined in the Data Protection Act 2018) in respect of the Purposes.

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 Neath Port Talbot Council 21st Century Schools and Colleges Programme, reference B-NPT-0004”

- (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

Where the project involves new build or major refurbishment of buildings you must comply with all legislation, including equalities and accessibility legislation under the Equality Act 2010. This means that you are required to be fully accessible to learners.

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

18. Welsh language

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

19. Sustainability

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.

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: 2014) or is of an equivalent standard. The tests must be in line with the recommendations made under section 2.3 of BB93: 2014, and the procedures outlined in the signposted Association of Noise Consultants publication (and must cover at least 25% of each type of teaching space. If a test result should demonstrate that acoustic standards are below those outlined in BB93: 2014, 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.

Where a proposal includes alternative performance standards a full and proper case must be made in accordance with BB93: 2014. All areas where alternative performance standards have been adopted must also be tested to demonstrate that alternative performance standard has been achieved and approval must be provided to the Welsh Government. Where a test result indicates that the alternative standard has not been achieved remedial works and further testing must be undertaken to ensure that the work meets the required standards prior to the occupation and use of any new areas of the substantially refurbished building.

You must maintain the condition of the buildings to the acceptable level through out its useful economic life, usually 60 years. It is expected the condition of the buildings will not fall below category B during this time and back log maintenance will not be excessive. The condition of the buildings will for part of our annual survey, should you believe the condition has dropped below the accepted level you should notify us as stated in the notification events in section 9.

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 to 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) 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) 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 within 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully



Signed by



under the authority of the Minister for Education, one of the Welsh Ministers.

SCHEDULE 1

Grant Allocation Table for Neath Port Talbot Council

Project ID	Project	2019-20	2020-21	2021-22	2022-23	2023-24	2024-2025	Total	Capital Programme Envelope ¹	WG Envelope ²	Envelope Remaining
		£	£	£	£	£	£	£	£	£	£
B-NPT-0001	Cefn Saeson	4,400,000	11,000,000	7,450,000				22,850,000			
B-NPT-0002	Abbey Primary	400,000	2,000,000	5,642,500	1,310,900			9,353,400			
B-NPT-0003	Ystalyfera Bro Dur		2,000,000	3,363,350				5,363,350			
B-NPT-0004	Swansea Valley			500,000	4,750,000	8,508,250	1,000,000	14,758,250			
Total		4,800,000	15,000,000	16,455,850	4,750,000	8,508,250	1,000,000	52,325,000	80,500,000	52,325,000	-

¹ As per SOP approval in principle letter dated November 2020

² As per Funding Forecast dated September 2020

SCHEDULE 2

Approved Projects

The purpose of the Funding is to be used for Neath Port Talbot Council 21st Century Schools and Colleges Programme

The individual Projects are as given below:

Project	Reference	Approval Date	Latest Variation Date
Cefn Saeson	B-NPT-0001	February 2019	-
Abbey Primary	B-NPT-0002	November 2019	-
Ystalyfera Bro Dur	B-NPT-0003	February 2020	-
Swansea Valley	B-NPT-0004	December 2020	November 2020

SCHEDULE 3

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 concentrating on the key areas listed below:

These key areas are:

- Jobs created
- Apprenticeships provided;
- Training provided;
- Engagement with the school (in respect of STEM careers);
- Welsh Government measurement tool
- Fair payment
- Environmental
- Community

We have set benchmarks for;

- Local Labour
- Locally sourced business and supplies

We will also consider the following areas as these are linked to our programme aims, particularly sustainability:

- Carbon footprint;
- Considerate constructors scheme;
- Waste to landfill;
- Number of accidents; and
- Recycling.

The table below sets out the proposed targets for local authorities and others to achieve through our investment. These figures are based on achievements seen in projects in our programme. We intend to monitor achievement on a quarterly and annual basis.

Each project should aim to provide a minimum standard target as reflected in the table overleaf.

Table of proposed Community Benefit targets

	Target area	Metric	Benchmark value	Example	Reporting
(a)	New Entrant	Person weeks per £m invested	52	As definition of person and weeks (Please see below)	Quarterly
	New Entrant	Number of individuals employed per £m invested (based on 52 weeks provision)	1	Converting the number of weeks into individuals who have been employed	Quarterly
(b)	Training (including graduates, work placements, pupil placement)	Person weeks of training provided per £m invested	25 (Included in the overall new entrant person weeks per £m at (a) above)	Welsh Graduate engineer sponsored; Welsh Year out student; Work experience	Quarterly
	Apprenticeships	Number of apprentices per £m invested	1 (Included in the overall new entrant person weeks per £m at (a) above)	Converting the number of weeks into individuals who have been employed. Promote use of Y Prentis or other shared apprentice schemes	Quarterly
	School Engagement (STEM)	Number of Pupil interactions per £m invested	150	School assemblies or individual lessons Assembly with 70 children – 70 interventions. Maths lesson with 30 children – 30 interventions	Quarterly
	School Engagement	Hours donated per	100	Wider team involvement –	Quarterly

	Target area	Metric	Benchmark value	Example	Reporting
	(STEM)	£m invested		interviews, careers fairs	
	Labour Force	Percent of workforce from postcode of Local Authority (Of larger authorities, this would need to be split)	30	Use postcode of the project and measure visits to site	Annual
	Labour Force	Percent of workforce from Wales	60	Use postcode of the project and measure visits to site	Annual
	WG measurement Tool	Complete WG measurement Tool	1	Complete on completion of the project and annually	Annual
	Supply chain initiatives	Percent spend in Wales per project	60	Value of contract and location of supplier. CBME electrical contractor Cardiff postcode £100,000 contract value expressed as percentage	Annual
	Supply chain initiatives	Number and type of materials produced in Wales	2	Welsh Steel, Welsh slate	Annual
	Supply chain initiatives	Value of materials	10m2	£ per tonne (Steel), £ per metre squared (slate)	Annual
	Supply chain initiatives	Volume of materials	25m2	Tonnage (Steel), number of	Annual

	Target area	Metric	Benchmark value	Example	Reporting
				metres squared (slate)	
	Supply chain initiatives	Percent Welsh sub contractors per project	60	Total number of contractors used with welsh postcode expressed as percentage	Annual
	Supply chain initiatives	Number of Supply chain engagements per project	2	Meet the buyer event	Annual
	Supply chain initiatives	Use of Sell 2 Wales to advertise opportunities	3	Advise opportunity for subcontractors through sell2wales	Annual
	Fair payment	Payment within 10 days by client		Audit percentage of payments	Annual
	Fair payment	Payment to sub contractors within 23 days		Audit percentage of payments	Annual
	Environmental	Percent waste diverted from landfill	85	Measured from waste transfer advice note	Annual
	Environmental	Amount of waste produced tonnes/£m	10	Measured from waste transfer advice note	Annual
	Community	Community initiatives per project	2	Work with local scout group to repaint hall.	Annual
	Community	Community newsletters per project	2	Letter sent out to local residents	Annual

We are aware however, that some areas of Wales will be better placed to achieve these targets than others. For example, border projects may find it more difficult to recruit local labour, rural projects may struggle more with apprenticeships. If you are unable to meet the one of the standards, you will be expected to raise your standard in other areas. .

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. You will also need to work with Lift Programme brokers to monitor the number of work and training opportunities created for Programme participants.

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

Should you have any further questions regarding Community Benefits, please contact the 21st Century Schools team.

SCHEDULE 4

Notification Events

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

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us, the European Commission or the European Court of Auditors, or any of their auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity [whilst the Purposes are/were being carried out];
8. we have made an overpayment of Funding to you;
9. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
10. 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;
11. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
12. 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;
13. you are unable, or admit in writing your inability, to pay your debts as they fall due;
14. any distress, execution, attachment or other process affects any of your assets;
15. a statutory demand is issued against you;
16. you cease, or threaten to cease, to carry on all or any part of your business or activities (e.g. Childcare, Flying Start etc.); where this relates to childcare facilities a minimum of 12 months' notice will be required to the date of cessation.

17. provision of community assets and facilities ceases/diminishes or targets are not being met.
18. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
19. 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;
20. you fail to comply with any conditions attached to planning permission or associated consents;
21. you wish to enter into a transaction that would affect the value of the Project;
22. you wish to dispose of any interest in the building;
23. you fail to maintain the buildings to the standard of category B, Satisfactory: Performing as intended but exhibiting minor deterioration.
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 these Conditions.

SCHEDULE 5

Annual Statement of Grant Expenditure

Local Authority Allocation Certificate

End of Year income / expenditure report

a) Total grant received for 2019-20 £

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 / Section 151 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:

SCHEDULE 6

Closing Report

You shall produce a final Project report covering all contract periods relating to the Projects

This shall include as a minimum:

- Review of performance against objectives;
- 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;
- Confirmation that this asset is included in an asset management plan to ensure that it is maintained to an appropriate standard;
- Future potential development opportunities;
- Overall evaluation of the Project including customer evaluation where appropriate;
- Final Project Cost Template, with full breakdown of abnormal cost
- Final funding summary detailing full breakdown by year of funding between Welsh Government and Match-funding
- Assurance that the following documents are in place:
 - Certificate of Practical Completion;
 - BREEAM Certificate where applicable;
 - A site waste management plan;
 - 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 eighteen months following completion of the Project

SCHEDULE 7

BREEAM REQUIREMENT

As a consumer of resources the built environment construction, use, refurbishment and disposal at end of life has a major impact on the economic, social and environmental wellbeing of the people of Wales.

We ensure that the support we offer and investment decisions we make on providing infrastructure give long term sustainable solutions.

We require all new buildings promoted or supported by us meet our sustainable building standards, with some exceptions.

This includes projects procured directly and indirectly.

These standards are:

For residential development in general, previous energy efficiency standards have now been superseded by the 2014 amendments made to Part L of the Building Regulations (Wales). In response to DCLG's withdrawal of the 'Code for Sustainable Homes, other aspects of sustainable development are subject to further review, pending evaluation of alternative benchmarking standards. Residential 'Extra Care' schemes represent an exception to this situation and are required to meet the criteria for BREEAM accreditation (as referenced below).

For non-residential developments, with some exceptions (see below) for certain buildings, a Building Research Establishment Environmental Assessment Method (BREEAM) rating or an equivalent quality assured scheme is required.

Policy Requirements (non-domestic)

The requirements are based on floor area:

Building floor area	Policy Requirement
<=250m ²	Exempt
251-1,000m ²	No BREEAM Required Part L+10%* Required
1001-2000m ²	BREEAM 'Very Good' With 'Excellent' for Energy Credits (ENE01)
2001+m ²	BREEAM 'Excellent'

**Part L +10%' refers to a 10% improvement over the Target Emission Rate (TER) for current Part L of the Building Regulations*

TWO SIGNATORIES ARE REQUIRED

We hereby accept the award of 21st Century Schools and Colleges Programme Funding and the Conditions relating to the Funding **B-NPT-0003**

Signature
An authorised signatory of Neath Port Talbot Council

Name

Job Title

Date

Signature
An authorised signatory of **Neath Port Talbot Council**

Name

Job Title

Date