

Michelle Cuomo-Boorer Director Skills & Employment, Skills & Employment Unit Greater London Authority City Hall Kamal Chunchie Way London, E16 1ZE

March 2022

Skills bootcamps Wave 3 - 6729

Dear Michelle

Thank you for your proposal dated 28 January 2022 for Funding for the above project / scheme.

On behalf of the Secretary of State for Education, acting through the Department for Education, I would like to offer Greater London Authority (GLA) (the "**Grant Recipient**" or "**You**") a grant ("**Funding**") for the amount set out and on the terms and conditions contained in and referred to in this Grant Offer Letter.

The Power under which the Funding is to be paid: **Section 14 of the Education Act 2002,** and will accordingly be paid only in respect of Eligible Expenditure for the purpose of the Funded Activities. Any unused Funding will need to be returned to the Department in accordance with the more detailed provisions set out in Annex H.

This Funding is to arrange for the delivery of, manage and fund Skills Bootcamps in your geographical and neighbouring areas in agreement with relevant local authorities. The Skills Bootcamps shall be aligned to employer needs and directly linked to employment opportunities (with outcomes to be delivered a maximum of 6 months following this agreement end date) as described in the Policy Specification at Annex F.

The funding period of this agreement is from 1st April 2022 to 31st March 2023.

The Department may extend the funding period of this agreement for 12 months, by giving written notice to the Grant Recipient no later than 31 March 2023 and a further 12 months, by giving written notice to the Grant Recipient

no later than 31 March 2024.

Each extension will be subject to:

- Funding and other approvals for subsequent years.
- Assessment of Need
- Satisfactory delivery performance
- The understanding that outcomes can be delivered a maximum of 6 months from agreement end dates.
- Average Cost per Learner remains unchanged (adjusted for inflation).

Skills Bootcamps rely on local knowledge of skills shortages and employer needs, and the ability to attract and train local learners and to help them achieve better job outcomes. Skills Bootcamps which will be funded as part of this agreement are outlined at Annex L, which comprises your proposal. The key delivery outcomes are detailed in the Key Performance Indicators included in Annex F.

I am pleased to inform you that the Department is willing to offer You Funding of up to £18,900,000 (Eighteen Million Nine Hundred Thousand Pounds), of which £945,000 (Nine Hundred and Forty Five Thousand) is in relation to management costs, for the first year period from 1st April 2022 to 31st March 2023, which will be paid in accordance with the Grant Payment Schedule to Annex H.

This correspondence constitutes a Grant Offer Letter, which, on acceptance of the offer contained in it, will form an integral part of the Grant Funding Agreement. The offer is subject to the provisions, limitations, and conditions set out below, and to the Department for Education general <u>Grant Terms and</u> <u>Conditions¹</u>, as from time to time published on the Department's GOV.UK website and accessible via the link provided here or any subsequent version from time to time published on that website, which shall automatically be deemed to be substituted for any earlier version on and from the date on which the later version is stated to apply to any new agreements entered into. You should read all Annexes and general terms and conditions carefully before accepting the offer of Funding. **Failure to observe these terms and conditions may result in the Funding being withdrawn.**

Project specific conditions

The grant is awarded under the additional following general conditions

¹ https://www.gov.uk/government/publications/grant-funding-agreement-terms-and-conditions

specific for this project:

The Grant Terms and Conditions are hereby amended and supplemented as follows:

(1) Clause 4.2 and 4.7 shall be read and construed subject to the following additional provisions:

(a) Without prejudice to the generality of any of its obligations in Clause 20 and subject always to its specific duties under Clause 20.1, 20.9 and 20.13 to 20.15 (inclusive), the Grant Recipient shall have the freedom to decide, acting reasonably, how best to ensure that the funded Activities are delivered in accordance with the relevant aims and objectives of this Grant Funding Agreement as set out in Annex F, provided that, where applicable, it complies in full with its duties as a contracting authority under the Public Contracts Regulations 2015 and internal governance rules and duly selects and awards contracts to providers in accordance with those Regulations and such rules.

(b) Where the Grant Recipient reasonably considers that it would be more appropriate for providers to be funded by way of grant and is satisfied that this would not constitute a breach of the aforementioned Regulations and it is consistent with its own rules it may do so provided that those providers are selected on the basis of a competitive process for grant funding approximating as closely as possible to a competition for the award of a public contract subject to the provisions of Section 7 of the Public Contracts Regulations 2015 (light touch regime).

(c) If the Grant Recipient reasonably considers that it would not be appropriate for providers to be selected using a competitive process (whether in accordance with the Public Contracts Regulations 2015 or under a single tender action), the Grant Recipient may, using its sectoral knowledge and existing relationships, award funding by way of grant on the basis of objective criteria without any prior competitive process on condition that:

 (i) it uses reasonable endeavours (for example by relevant benchmarking) to ensure that none of the Funding paid to such subcontractors (including grantees) in respect of any services or supplies delivered by them represents more than the market rate for equivalent services, (after duly informing itself and taking relevant professional advice and after taking into consideration any regional differences, the scale of service provided and any resulting efficiencies of scale) and
 (ii) it keeps records adequately recording in each case the basis on which the appropriate level of payments has been determined.

(2) The provisions of Clause 20.19 apply only to the extent of any Funding awarded to and retained by the Grant Recipient in respect of Eligible Expenditure incurred directly by itself, including in particular expenditure directly related to the administration of the Funding and the management of contracts and grants awarded to third parties, but do not apply as a matter of course to funding of providers (whether by way of public contracts or grant funding agreements). It is the duty of the Grant Recipient to satisfy itself whether the relevant legislation applies and on what grounds, if any, it does not and, if it does, to determine if any relevant exceptions or exemptions apply, without prejudice to any of its other duties in Clause 20."

(3) You are required to make it a specific legal requirement of any contract or arrangement which you enter into with any providers of Skills Bootcamps using

Funding provided to You pursuant to this Grant Funding Agreement that it must follow the Policy Specification in Annex F.

(4) You may exceptionally use up to 10% of the value of the Funding for the purpose of allowing the Grant Recipient to test the value and effectiveness of Skills Bootcamps in the sectors set out in the list below on condition that they otherwise comply with all the policy requirements (including the Policy Specification) set out in Annex F. This condition applies only to the Funding Period and not to any extension. The Grant Recipient will monitor these Skills Bootcamps to allow DfE to learn whether they are likely to achieve policy aims and deliver value for money and review by the end of FY 2022-23.

- ✓ Health and Social Care
- ✓ Creative Industries
- ✓ Hospitality
- ✓ Leadership and Management
- ✓ Professional Services (inc Finance)

This exception is subject to confirmation from the Grant Recipient that the inclusion of Skills Bootcamps in some or all of the above sectors will not delay the delivery timeline as set out in initial proposals in Annex L.

(5) Notwithstanding Clause 4.7, the Grant Recipient is specifically required to enter into contracts or funding agreements or otherwise make payments to providers of Skills Bootcamps within the limits of its own powers and subject to ensuring that the providers are made fully aware of and required to comply at all times with the same terms and conditions *mutatis mutandis* (so far as relevant) imposed on the Grant Recipient by this Grant Funding Agreement.

Immediately upon entering into a relevant agreement or other arrangement with any relevant providers of Skills Bootcamps in accordance with the objectives of this Grant Funding Agreement, the Grant Recipient must provide the Department with a Report containing the following information: Full details of Skills Bootcamps to be delivered including title and content overview, guided learning hours, planned target learner numbers, cost per learner; supplier; delivery location (address), details of any website where potential learners can find more information, and a link to the application process for inclusion in the Gov.uk list.

(6) The Grant Recipient must use its best endeavours to ensure that the providers with which it has entered into any relevant agreement or other arrangement to provide Skills Bootcamps in accordance with the objectives of this Grant Funding Agreement achieves the following outcomes:

- a minimum of 5,000 learner starts in total between 1st April 2022 and 31st March 2023 at an average cost per learner of £3,591.
- At least 80% of those who start training will complete the course which includes 100% of relevant learners² being offered a guaranteed interview with an employer with appropriate vacancies.
- At least 75% of learners who complete their course will have a positive outcome (a new job [must be continuous employment for at least 12 weeks] or apprenticeship, increased responsibilities or a new role with existing employer or increased opportunities for the self-employed) within 6 months of completion.

² A relevant learner is a learner who is not sponsored by their existing employer and is not self-employed.

(7) The Grant Recipient must

- a on or before 1 July 2022 deliver a Report containing a delivery plan showing a delivery trajectory for learner starts.
- on a monthly basis starting on [1 June] and by the 10th of each successive month thereafter, complete and submit to your nominated Grant Manager an update report which provides confirmed details of starts, completions and outcomes data and itemises applicant and participant details, accompanied by a data spreadsheet, in each case in the form and format required from time to time by the Department
- c ad hoc Reports in response to wider requests from the Department for information to support upward reporting and further development of the Skills Bootcamp programme from time to time.

(8) To ensure delivery confidence, at least 20% of learner starts must occur by 31st July 2022 (to be reviewed by 15 August 2022); and 50% of learner starts must have occurred by 30 September 2022 (to be reviewed by 15 October based on data reporting provided to your Grant Manager). If this is not the case, to maximise delivery overall in the programme, we reserve the right to reduce the amount of the Funding, at either or both points, for the remainder of the Funding Period by an amount corresponding as closely as reasonably possible, to the amount of the Funding remaining, including the associated management costs, but for the avoidance of doubt, not below a level which affects Funding that has been committed to providers in respect of learners who already have start dates [or have started or completed their training].

(9) The Grant Recipient is permitted to use a proportion of the Funding to cover the actual costs necessarily incurred in managing and administering the disbursement of the Funding to third parties as required to further the objectives of this Grant Funding Agreement, including (without limitation) the establishment of, entry into and management of arrangements with the providers of Skills Bootcamps. These costs shall be as agreed and detailed in Annex E and must be signed off as part of your Section 151 Officer review at the end of the financial year.

(10) Notwithstanding the new Government policy referred to below prohibiting the Grant Recipient from spending or claiming any part of the Funding for the purpose of advertising, marketing or any of the other costs specified and the provisions of Clause 27 and without prejudice to Clause 12.3, the Grant Recipient may use Funding to attract learners through media, website-based, and other appropriate marketing and communications and shall submit claims for such costs as part the management costs referred to in Special Condition (9) above).

(11) Notwithstanding clause 12.3 prohibiting you from applying Funding to services that you have a statutory duty to provide, and without prejudice to other terms in 12.3, you may apply Funding to Skills Bootcamps as defined in Annex's F and L.

Complying with new Government policies

The grant funding is provided on the strict understanding that none of this funding is to be used for advertising, marketing, communications and consultancy, or for any costs associated with the maintenance, technical

development or updating of existing websites or for the development/creation of new websites.

In addition to providing a signed copy of this Grant Funding Agreement, you are then requested to follow the instructions on Bank Account Details (in Annex B) and provide details of Your bank account which must be at a bank authorised to conduct banking business in England. This will allow Us to set You up on the Department's DfE ERP payment system to receive Funding., you

Payment claims must be submitted in accordance with Clause 10.1 of the general Terms and Conditions and may only be sent to the Department once the Grant Funding Agreement has been signed and any pre-disbursement conditions have been met.

Payments will be disbursed into the bank account with the number provided through the process laid down in Annex B and the Department shall not be responsible for any errors caused by any mistakes in the information provided by the GLA.

Please note that any delays in returning the documents could result in a delay to the payment of Funding.

The Grant Manager for this Project at the DfE, Skills Bootcamps Team is Niki Comer, Nicola-jane.comer@education.gov.uk. We look forward to working with you to bring about the rapid signature of the Grant Agreement.

ACCEPTANCE OF OFFER

If you wish to accept this offer of a grant, please sign both copies of the enclosed Grant Funding agreement [Annex A].

You must accept this grant offer and the conditions made in it in writing no later than [10 days or four weeks] from the date of this letter. If you cannot return the acceptance by the specified date, please contact me before that date to explain the reasons. Otherwise, we will assume that the offer has been refused, and it will be withdrawn without further correspondence.

Yours sincerely,

Nicola Comer

For and on behalf of Department for Education Skills Bootcamps Policy Team Skills Group Sanctuary Buildings, Great Smith Street, Westminster, London SW1P 3BT **Web:** www.gov.uk/dfe

This Grant Funding Agreement is made between:

(1) The Secretary of State for Education and

(2) Greater London Authority of City Hall, Kamal Chunchie Way, London, E16 1ZE.

This Agreement comprises the Grant Offer Letter, project specific conditions, where relevant, any annexes to this letter and general <u>Grant Terms and</u> <u>Conditions</u>³.

This letter must be read in conjunction with general conditions of grant and these relevant annexes:

- Annex A Acceptance of Grant Offer and effective date
- Annex B Bank account details
- Annex C Claiming Grant in Arrears
- Annex D Claiming Grant in Advance
- Annex E Details of Grant Allocations
- Annex F List of Objectives for which the grant is being paid
- Annex G (i) Annual Certification of Expenditure (external auditor or accountant's report arrangements) **NOT USED**
- Annex G (ii) Statement of Grant Usage (Statement prepared by Local Authority)
- Annex H Grant Payment schedule
- Annex I Sample Exit Plan
- Annex J Sample Progress Report Template
- Annex K Generic Standard GDPR Clauses:
 - Schedule 1 Processing, Personal Data and Data Subjects
 - Schedule 2 Schedule for Joint Controller Agreements
- Annex L Skills Bootcamps to be Delivered with this Grant Funding.

³ https://www.gov.uk/government/publications/grant-funding-agreement-terms-and-conditions

Annex A - Acceptance of Grant Offer and effective date - Skills Bootcamp Wave 3 - 6729.

This Grant Funding Agreement is effective from the date of signing.

Signed by person authorised to sign on behalf of the Secretary of State		
Date		
Signature		
Name	CERI D'MELLO	
Position in Department for Education	Deputy Director, Head of Commercial - Higher & Further Education Category.	

As representative of GLA, I have read both the Grant Offer Letter and associated annexes, and the Department for Education Grant Funding Agreement Terms and Conditions <u>Grant Terms and Conditions</u>. I agree to comply with the notified conditions of the grant on which the offer is made.

Signed by a person authorised to sign on behalf of GLA	
Date	
Signature	
Name (please print)	Michelle Cuomo-Boorer
Position in organisation	Director Skills & Employment, Skills & Employment Unit

Principal contacts	Department	GLA
Contact name	Nicola Comer	Ann-Marie Soyinka
Position	Delivery Policy Lead	Project Manager
Telephon e no.	07585 120 030	07712544036
Email address	Nicola- jane.Comer@education.gov.u k	Ann- Marie.Soyinka@london.gov.u k

User Note: Grant Recipient to sign and date one copy of this *letter of offer* and retain it for their records. Grant Recipient to Sign and date another copy of this letter and return to the grant manager. The Grant Manager or whoever has the relevant authority should sign and date Annex B. A copy of the signed Grant Offer letter should be returned to the Grant Recipient.

Annex B – Bank account details - Skills Bootcamp Wave 3 - 6729

Information required by the Department to make payment of grant for the activities stated in the offer letter.

Starting 1 January 2018 the process for adding or amending existing Supplier or Provider's bank details or other information to the DfE ERP system has changed. The new procedure and associated new

forms: <u>https://www.gov.uk/government/publications/dfe-suppliers-bank-details-forms</u>

Annex C - Grant claim form for [*insert name of the body*] Claiming Grant in Arrears - Skills Bootcamps Wave 3 - 6729

This claim form should be completed by an authorised senior officer of GLA and returned to garry.mann@education.gov.uk, as soon as possible in the month following that for which the grant is being claimed and should be supported by invoices or receipts.

[Insert the details which are expected to show that expenditure has taken place]	£
Sum Claimed for this period	£
TOTAL GRANT CLAIMED	£

Amount of claim in respect of:

I certify that:

- the above claim is made in accordance with the Grant Offer Letter and Terms and Conditions of the Grant Funding Agreement for the Skills Bootcamps Wave 3 - 6729
- the claim is in respect of eligible expenditure already incurred;
- the information I have provided in this form is complete and correct, and
- no claim has been made for funding in respect of these items from any other body.

Signed by a senior officer authorised to sign on behalf of GLA		
Date		
Signature		
Name (please print)	Michelle Cuomo-Boorer	
Position in organisation	Director Skills & Employment, Skills & Employment Unit	

Annex D - Grant claim form for Skills Bootcamps Wave 3 6729, permitted to claim Grant in Advance

This claim form should be completed by an authorised senior officer of GLA and returned to garry.mann@education.gov.uk, no later than the 5th day of the month for which grant is being claimed and should be supported by invoices or receipts for the last month and a breakdown of expenditure for the month claimed.

		Claim in FY 2022-23
a.	Management Costs as detailed in Annex E	£
b.	50% of the total delivery funding element of the Grant.	£
C.	TOTAL CLAIMED to Date	£

I certify that:

- the above claim is made in accordance with the Grant Offer Letter and Terms and Conditions of the Grant Funding Agreement for the Skills Bootcamp Wave 3
 - the grant received and spent will be used wholly for the purposes for which it is given;
 - the information I have provided in this form is complete and correct, and
 - * the amount of grant claimed on this form represents expenditure incurred or to be incurred for the purposes for which grant is given.

Signed by a senior officer authorised to sign on behalf of GLA		
Date		
Signature		
Name (please print) Michele Cuomo-Boorer		
Position in organisation	Director Skills & Employment, Skills	
	& Employment Unit	

Annex E - Details of Grant Resource Budget Allocation-Skills Bootcamp Wave 3

User note: Use this opportunity to set out the amount of revenue funding to be allocated to the body for the purposes detailed in Annex F and the financial year or years detailed in Annex H * delete on final version

Item	£ for Financial	£ for Financial
liem	Year xx/yy	Year yy/zz
Overview of Income and revenue		
A. Income		
A1: Grant from the Department		
A2: Financial contributions [Grantee own		
resources]		
A3: Other Financial Contributions from third		
parties – Match Funding, Contributions in Kind		
A4: [+Other income to be specified]		
TOTAL Income A		
Overview of Expenditure		
B. Eligible Salary costs		
B1: Staff and Volunteer Costs		
Salaries, Wages and any associated direct		
costs		
B2: Travel and subsistence		
B3: Office equipment and materials		
B4: Other direct costs eg training		
B5: [+Other costs – to be specified]		
Subtotal B		
C. Administration [non-staff] costs		
C1: Payments to Service Providers: Sub-		
contracting and other external services (For each supplier please identify these costs)		
C2: Indirect costs - Overheads		
C3: Advertising, marketing, communications (where approved by the Department)		
C4: Consultancy (where approved by DfE)		
C5: Audit fees [Annual Certification of		
Expenditure]		
C6: Irrecoverable VAT costs		
C7: [+Other service costs – to be specified]		
Subtotal C		
TOTAL Grant Costs [B+C]	£	

Table 1 - Overview of Estimated Budget

Annex F – The principal objective of the Funding is the establishment of Skills Bootcamps.

The Funding, which is from the National Skills Fund, must be used to achieve the overall policy objectives of the Skills Bootcamps programme.

Skills Bootcamps are intensive, Level 3-5 or equivalent flexible training courses up to 16 weeks, with a guaranteed job interview (in the case of a new job), which equip adults with technical skills that enable them to access in demand jobs, apprenticeships, new opportunities and an increased level of income over time (including for the self-employed).

While this is also the aim of the national Wave 3 procurement programme launched on 24 January 2022, there are likely to be geographical gaps in provision that can more easily be filled by MCAs with local knowledge of the employment market in their areas. The Grant Recipient should therefore aim to design a programme of procurement, and if necessary, grant funding intended to maximise learner numbers in the skills sectors that make them more employable locally.

Specifically, the Funding should have as its objective to meet the minimum targets set out in Column 2 of the table overleaf in respect of each of the objectives set out in Column 1.

In designing the terms and conditions and service specification for any procured services or, as the case may be, laying down conditions, including setting out the relevant objectives, for any grant funding, the Grant Recipient should ensure that providers are, so far as possible, required to comply with the content of the Policy Specification below and the minimum targets set out in Column 2 of the table overleaf in respect of each of the objectives set out in Column 1.



Skills Bootcamps Policy Spec_Wave Three FY2022-23_Grants FINAL.pdf

List of Objectives and Associated Targets for which the grant is being paid

Skills Bootcamp Wave 3

	Column 1	Column 2
Learner Starts	The Grant Recipient will achieve a	5,000
	minimum of 5,000 learner starts across	
	the programme before 31 March 2023.	
Learner	The Grant Recipient will work with	4,000
Completions	suppliers to ensure at least 80% of	
	learners complete their course.	
Guaranteed	Interview must be for a job (which can be	100%
Interview for each	an Apprenticeship) The interview must	
Relevant Learner* on	be for a job that matches the skills	
the Skills	acquired by the Learner through the	
Bootcamp	successful completion of the Skills	
-	Bootcamp.	
*a Relevant Learner		
is one who is not		
training with the		
support of their		
existing employer, or		
are self-employed.		
Learner Outcomes /	Unemployed Learners/independent	75%
Career Progression	Learners: Should get a new job (which	
_	can be an Apprenticeship) within 6	
The Grant Recipient	months of completion of their Skills	
will work with	Bootcamp, that utilises the skills acquired	
suppliers to ensure a	in the Skills Bootcamp	
positive outcome for at		
least 75% of	Employed Learners being supported by	
individuals within 6	their employers: Should get a new or	
months of completing	different role within 6 months of	
their Skills Bootcamp	completion of their Skills Bootcamp, that	
	utilises the skills acquired in the Skills	
	Bootcamp.	
	Self-employed Learners: Should secure	
	new opportunities/contracts within 6	
	months of completion of their Skills	
	Bootcamp, that utilises the skills acquired	
	in the Skills Bootcamp	
New Skills	Learners who successfully complete a	100%
	Skills Bootcamp will have acquired new	
	•	
New Skills	Learners who successfully complete a	100%

Referral to	Learners who are unsuccessful at post	100%
alternative	completion interview should be referred	
Opportunities	to other job and training opportunities.	
Learner Drop-Out	Robust recruitment and Learner support	= 20%</th
Rates	processes must be in place to minimise	
	Learner drop- outs.	
Employer	Every Skills Bootcamp should be able to	100%
Engagement	evidence Employer Engagement at the	
	Design Stage, during the Delivery Stage	
	and Post Skills Bootcamp Stage,	
	supporting the Learner into the improved	
	outcome.	
Employer Co-	Where they are training their own	
Funding	existing employees*, all employers must	=/>30% of
_	co-fund the training with a cash	Skills
	contribution.	Bootcamp
	*Employee defined as directly employed	Cost
	by the employer, not a worker, sub-	
	contractor, or freelancer	
		=/>10% of
	** SME defined as an employer with less	Skills
	than 250 employees.	Bootcamp
		cost if the
		employer is
		an SMÉ**

Annex G (i) – Annual Certification of Expenditure – **NOT USED**

* [The letter is to be reproduced on headed paper of the accountant]

* This section is to do with the arrangements for providing an independent auditor/accountant's report on the grant expenditure. The level of assurance required from [the body] should be proportionate to the level of risks/Funding *delete this table from final version*

Annual Certification of [insert grant name] Expenditure for Financial Year [20XX-XX]

(i) [Insert name/address of the body] [insert grant ref number]

(ii) [Insert name/address of the external auditor/accountant/organisation]

Dear Sirs,

Re: [insert programme / activity and Jaggaer number, also known as the Commercial Reference Number.]

This certificate is provided to [name of grant recipient] to enable it to comply with the Department for Education (DfE)'s terms and conditions of the Grant Funding Agreement (GFA) and the Grant Offer Letter requirements. We have obtained limited or reasonable assurance that the expenditure, for which grant of [insert value of grant awarded £XX] for the year ending [insert date] was paid. From this grant the [insert name of grant recipient] incurred [insert amount of funding actually spent by the grant recipient £XX] and this was applied for the purposes intended by the Department and the financial transactions conform to the GFA and list of objectives specified. Our work included examination, on a sample basis, of evidence relevant to the regularity and propriety of GLA's income and expenditure.

OPTION A

[Include this paragraph if requesting Limited assurance].]*delete from final version.

Nothing has come to our attention that causes us to believe that the accompanying [the schedule] has not been prepared in all material respects in accordance with the grant funded activities.

Or

OPTION B

[Include this paragraph if requesting a Reasonable assurance]*delete from final version. In our opinion, having carried out our work in all material respects, the expenditure for the year ended [20XX - XX] and the grant conditions have been met and the grant funding has been spent for the intended purposes.

This report is made solely to GLA to be produced to the Department. Our work has been undertaken so that we might state to GLA those matters we are required to state in a report and for no other purpose.

Yours faithfully,

Signed by an independent external officer authorised to sign		
Date		
Signature		
Name of external auditor/accountant		
or equivalent (please print)		
Position in organisation		

Signed by a senior officer authorised to sign on behalf of GLA		
Date		
Signature		
Name (please print)		
Position in organisation		

Annex G (ii) – Statement of Grant Usage

* [The letter is to be reproduced on headed paper of the local authority or maintained school]

* This section is an alternative to Annex G (i) and is to be used where the grant recipient is a Local Authority or maintained school.

Notes for completion:

- 1. The Grant Recipient shall prepare a Certification of Grant Usage for the Grant Period [Insert start and end dates].
- 2. This comprises three parts:
 - a) Certificate of Grant Usage.
 - b) Statement of Expenditure; and
 - c) Report confirming Delivery.
- The Grant Recipient shall submit the forms to the Department no later than 28, twenty eight days from the end of the Grant Period.

a) Certificate of Grant Usage

Name of organisation	Insert Name of Grant Recipient
Approved Project title	Insert Project name

- The total Grant amount of £insert figure was exclusively used for the purposes set out in the agreement between the Grant Recipient and the Department, dated insert date of our letter.
- A report on the activities funded by the Grant Funding will be submitted to the Department, confirming that the grant outputs have been delivered to a satisfactory standard and the expected benefits that have accrued or will accrue. The report will be provided within 28 days after the completion of the funding of the insert project name.
- A final financial statement detailing the use of the Grant Funding will be provided in section b – Statement of Expenditure. This is a summary statement of all receipts and expenditures connected with the above Project. The organisation's financial systems that recorded the income and expenditure of this Grant have provided sufficient internal control for the purposes of this certification.

Signature

Name		Date	
Position			
Organisation address	n		
			Postcode
Initialled by Auditor	Organisa	tion's Chief Financial Officer/	

b) Statement of Expenditure

Name of Organisation	Insert Name of Grant Recipient	
Name of Approved Project	Insert Project name	
Expenditure Type		(£)
TOTAL EXPENDITURE		
Paid for as follows		(£)
Contribution from Defra		
Matching funding from own partners' resources		
Other funding		
TOTAL		
Under spend on Grant (if appli	cable)	

c) Report confirming Delivery

(setting out how the funding has been applied detailing all relevant outputs.)

Annex H – Proposed Grant payment schedule - Skills Bootcamp Wave 3 - 6729

The Department will pay this Grant to GLA in accordance with the following payment schedule, subject to GLA meeting the requirements of this Grant Funding Agreement.

Grant Project Name	Digital Bootcamps and Technical Skills		
Grant Reference Number			
Proposed Payment Stages	Activity Details / Outputs	Proposed Payment Amount	
To Be Claimed within Quart	<u>er 1</u>		
DfE The Department will pay the Grant Recipient following	Management Costs detailed in Annex E	£	
receipt of the completed claim form at Annex D	50% of Delivery Costs detailed in Annex E	£	
	Costs (subject to agreement cond itions set out on item 7 in Projec		
To be paid on receipt of a completed claim form (Annex C)	Delivery actuals paid in arrears after initial 50% grant funding has been utilised., and subject to agreement conditions.	£	

- 1. The Grant Recipient is responsible for the audit trail to prove course starts, completions and outcomes, and grant management by the Department will involve random checks on individual starts, completions and outcomes in claims.
- 2. Job outcomes will be considered achieved only if they happen within a maximum of 6 months from this agreement end date. The Grant Recipient will be responsible to report on the Job Outcomes over this period.
- 3. Grant claims will be reconciled as soon as possible when definite participant numbers and course costs are known. At this point the Department will action any required clawback of funds.

Annex I – Sample exit plan - Skills Bootcamp Wave 3 - 6729

The exit plan is for illustration purposes only. You may wish to draft your own plan to suit your own particular requirements and can use the headings below as a basis for structuring your own plan. Please delete this Annex if an exit plan is not required^{**}delete this sentence from final version^{*}

Introduction

- Although the Department does not seek to exercise detailed control of the activities of GLA, it must ensure that public money is protected and value for money achieved. To meet this requirement, this Annex describes the duties and responsibilities of GLA and the Department, leading up to and covering the expiry or termination of this grant for whatever reason and the transfer of the grant funded activities.
- 2. This Annex defines the exit plan and how it shall be revised to ensure that it remains workable at any time. The Department and GLA acknowledge the importance of keeping the exit plan up to date during the term of the Grant and of reflecting the impact of all relevant changes to the grant funded activities or outputs required. You shall not make any additional charge for any work undertaken in making changes to the exit plan. Where there are principles to be adopted in implementing this plan, the parties to this Grant Funding Agreement shall endeavour to agree the relevant details within such principles.
- 3. The Department shall be entitled to disclose the contents of the exit plan to any future bidder for the Grant (or its equivalent).

Objectives

- 4. The objective of the exit plan is to ensure:
 - an orderly and smooth transition of the grant funded activities from GLA to a successor body or the Department at the expiry or termination of this Grant;
 - the continuation of grant funded activities;
 - that there is no undue favour to GLA in any future competition for the Grant (in whole or in part); and
 - that the responsibilities of both parties to the Grant Funding Agreement are clearly defined in the event of expiry or termination.

General

5. Where the Department intends to continue the operation of the grant funded activities in broadly the same way after expiry or termination, either by performing them itself or by means of a successor, you shall endeavour to ensure the smooth and orderly transition of the grant funded activities

and shall co-operate with the Department or the successor, as the case may be, in order to achieve such transition.

- 6. When such endeavours and co-operation are outside the scope of the Grant, you shall provide quotations for reasonable charges associated with providing such assistance and the Department shall pay such reasonable charges.
- 7. You shall comply with any reasonable request of the Department for information relating to the performance of the grant funded activities, including the use of other parties. You will be allowed a reasonable period of time in which to respond to the Department.

Exit Planning

- 8. You shall, in conjunction with the Department, maintain, and as necessary update, the Exit Plan throughout the period of the Grant so that it can be implemented immediately, if required. From time-to-time either the Department or you can instigate a review of the Exit Plan.
- 9. You shall co-operate with all reasonable requests made by either the Department or a successor body relating to exit transition arrangements for the grant funded activities.

Assistance

- 10. You shall be responsible for delivering the grant funded activities and achieving the objectives at Annex F until the date of expiry or termination or transfer of the Grant (as appropriate).
- 11. You shall use all reasonable endeavours to ensure that a transition of responsibility for the delivery of the grant funded activities to the successor body or the Department, as the case may be, minimises any detrimental effect on the delivery of the activities and the Department shall use all reasonable endeavours to co-operate in such transfer.

Assets Register

- 12. You shall maintain throughout the exit period of this Grant an asset register in accordance with the Terms and Conditions of the Grant Funding Agreement.
- 13. You shall not change the status of any asset without the prior written consent of the Department where such a change would either be viewed as a major change or would require repayment in accordance with the Terms and Conditions of the Grant Funding Agreement.

Transfer of the Department's Data

In addition to complying with the provisions of the main agreement, you shall,

upon reasonable written request by the Department or in

- 14. any event, within one month of notice of termination, deliver the Department's data, including the following:
 - a) an inventory of the Department's data and any other data available for transfer;
 - b) a data structure definition (where relevant) covering all available Departmental data; and
 - c) a proposed method for testing the integrity and completeness of the Department's data transferred.

Documentation and Access

- 15. You shall provide the Department on request with information and documentation reasonably necessary to assist with the transfer of the grant funded activities to the Department or to a successor body, including any documentation required to support any bidding process for the provision of the activities. This includes full details of:
 - a) the work programme, objectives/targets, and other services delivered by you under this funding agreement;
 - b) any software, including third party software and any hardware used in connection with the delivery of the activities;
 - c) software and supply agreements used to deliver any services associated with delivery of the activities, including the agreements relating to any third party software identified by name of supplier, term of Grant, and charges payable under the Grant; and
 - d) any employees used by you to help deliver the grant funded activities who are essential to this delivery; this information shall be provided under conditions of confidentiality reasonably acceptable to you.
- 16. The Department may make the documentation available to suppliers who wish to bid for the provision of the activities. You shall respond expediently and in full to any reasonable questions by the Department or the suppliers and shall co-operate with any reasonable due diligence activities carried out by suppliers.

Transfer Support Activities

17. You shall co-operate with all reasonable requests made by either the Department or a successor relating to the grant funded activities transition arrangements. The Department and you shall discuss the implementation plan for the transition of the activities to either the Department or a Successor body.

Annex J – Sample Progress and Final reporting form

Skills Bootcamp Wave 3The template is for illustration purposes only. You may wish to draw up your own template to suit your own particular requirements and can use the headings below as a basis for structuring your own template**delete this sentence from final version*

[Please note that this form is intended to provide a basis from which the progress and final report form should be constructed. It may be the case you need to add/amend or delete sections/paragraphs provided in order to tailor it to your needs].

This progress and final reporting form should always be discussed and agreed with the relevant areas within your individual departments and agreed with the Grant recipient.

In addition to the form, you may wish to consider including a checklist to help the grant recipient accurately complete the reporting form.

(Please remove this box and text within it before sending out to the grant recipient)

SECTION 1: GRANTEE INFORMATION

Grant reference number				
Total Grant Funding	£			
Project title				
Grantee organisation				
Person submitting this report				
Contact number				
Are you the primary contact?	Yes 🗌	or	No	
If No, what is your role in the project?				
Report type	Progress		or	Final
Actual period covered in thi	s report	From		to

SECTION 2: SUMMARY

Provide a summary of progress to date, approximately 200–500 words (cover the life of the project if this is your final report)

SECTION 3: ACTIVITIES AND OUTPUTS

Provide a summary report of progress and achievement to date, against the specific key performance indicators and objectives agreed to in the grant funding agreement.
Key Activity completed in this period:
Evidence:
Progress on objectives/delivery plans:
Please provide details of any slippage in delivery plans and reasons for this if
applicable:
Is there anything else you would like to raise in this report?

Issues/challenges: What (if any) problems have you encountered and how have you dealt with, or how do you intend to deal with them?

Please provide any other information which you think might be helpful:

SECTION 4: DECLARATION

I,_____[position] declare that the information provided in this progress report is true and correct to the best of my knowledge. I understand that any omission or false statement may result in the grant being terminated and previous payments recovered, or future grant applications refused.

Signed	
Date	

Annex K – Generic Standard GDPR Clauses

Schedule 1 - Processing, Personal Data and Data Subjects

Notwithstanding Clause 51.1 of the <u>Grants Terms and Conditions</u>, the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:

- Learner and Provider participation data
- Provider performance data

In respect of Personal Data under Joint Control, Clause 51.1 - 51.14 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Schedule 2 instead.

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

- 1. The contact details of the Data Protection Officer are: lan Lister, lan.Lister@london.gov.uk
- The contact details of the Department's Data Protection Officer are: Emma Wharram, DfE Data Protection Officer, 2 Rivergate, Temple Quay, Bristol, BS1 6EH
- 3. Where a Party acts as a Data Processor it shall comply with any further written instructions with respect to processing by the Data Controller.

4.	Any such further	instructions shall	be incorporated	into this Schedule.
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Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Grant Recipient is the Processor in accordance with Clause 50.1 in respect of:
	 UK Register of Learning Pool (UKPRN) portal data Learner reference number Unique learner number Funding and delivery data Fraud and investigation data
	Notwithstanding Clause 50.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:
	Participation data

Derformance data
Performance data
In respect of Personal Data under Joint Control, Clause 50.1-50.14 will not apply, and the Parties agree to put in place a Joint Controller Agreement as outlined in Schedule 2 instead.
The processing is needed in order to ensure that the Parties can effectively deliver the Grant for the provision of digital education and skills training to members of the public, aligned to employer needs.
The duration of processing shall be in accordance with agreed retention periods for the data, and taking into account the expiry or termination or transfer of the Grant.
The purpose of processing shall be:
 Monitoring the delivery of digital education and skills training subject to Grant funding. Monitoring the performance of providers of digital education and skills training subject to Grant funding Monitoring the performance of digital education and skills training learners Auditing Grant awards Addressing any complaints in relation to Grant funding The nature of processing will be collecting, recording, storing, sharing, analysing, structuring, anonymising, and the erasure/destruction of data.
Learner (student) data
 UKPRN Learner reference number Unique learner number Date of birth Ethnicity Gender LLDD and health problem Prior attainment Postcode prior to enrolment Learner employment status

	ESM Type - benefit status indicator
Categories of Data Subject	Learner (student) dataDigital education and skills providers
	Employer data
	 Full name of business lead Business lead contact email address Business lead contact telephone number Name of business
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data shared under this agreement will be retained in line with the principles of the Data Protection Act 2018, and for a maximum of 7 years.

Schedule 2 Joint Controller Agreement

Where the Parties are Joint Controllers of data jointly determining the purposes and means of processing, Clause 50.1 - 50.14 of the Grant Terms and Conditions will not apply and the Parties agree the following shall be applicable:

- 1. Each Parties Data Protection Officer listed in Annex K shall act as the single point of contact within their organisation who can be contacted in respect of queries or complaints in relation to this Agreement or any data protection issues.
- 2. Each party shall comply with all the obligations imposed on a Data Controller under the Data Protection Laws in the performance of its obligations under this Agreement.
- 3. The Parties will ensure that they are transparent about their joint purposes for processing personal data.
- 4. The Parties shall provide all reasonable assistance to each other in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may include:
 - a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - b) an assessment of the necessity and proportionality of the processing;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures, and mechanisms to ensure the protection of Personal Data.
- 5. The Parties shall, in relation to any Personal Data processed as Joint Data Controllers:
 - a) process that Personal Data only in accordance with this Annex K Schedule 1, unless a Party is required to do otherwise by Law. If it is so required, the Party shall promptly notify the Joint Data Controller before processing the Personal Data unless prohibited by Law;
 - b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - c) ensure that:
 - (i) Personnel process data in accordance with this Agreement (and in particular Annex K Schedule 1);
 - take all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

- A. are aware of and comply with data protection responsibilities under Annex K Schedule 1;
- B. are subject to appropriate confidentiality undertakings;
- C. 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 the Joint Data Controllers or as otherwise permitted by this Agreement; and
- D. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d) Each Party shall:
 - (i) be responsible for the creation and publication of their own privacy notices;
 - (ii) ensure that such privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand how their Personal Data is being processed as well as how Data Subjects can make exercise their Data subject rights.
 - (iii) Where Sub-Processors or third parties will be collecting the data from Data Subjects the Joint Data Controller engaging the Sub-Processor or third party shall ensure they provide appropriate privacy notices.
- e) The Parties agree not to transfer Personal Data outside of the EU unless each Joint Data Controller has provided prior written consent, and the following conditions are fulfilled by the Joint Data Controller transferring the data:
 - (i) appropriate safeguards in relation to the transfer are provided (whether in accordance with GDPR Article 46 or LED Article 37)
 - (ii) data Subjects have enforceable rights and effective legal remedies;
 - (iii) An adequate level of protection is provided to any Personal Data that is transferred
- 6. Subject to clause 7, A party shall notify a Joint Data Controller immediately if, in relation to data processed as Joint Data Controllers it receives a:
 - a) a Data Subject Request (or purported Data Subject Request);
 - b) a request to rectify, block or erase any Personal Data;
 - c) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

- e) 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;
- f) becomes aware of a Data Loss Event.
- 7. It shall be the responsibility of the party receiving a request listed in Clause 6 to respond to the request. The obligation in clause 6 to notify shall include the provision of further information to the Controller in phases, as details become available.
- 8. Taking into account the nature of Joint Data processing, the Parties shall provide each other full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 6, including by promptly providing:
 - a) full details and copies of the complaint, communication or request;
 - Reasonable assistance to enable each Party to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - c) a reasonable request, for any Personal Data it holds in relation to a Data Subject;
 - d) assistance as requested following any Data Loss Event;
 - e) assistance as requested with respect to any request from the Information Commissioner's Office, or any consultation with the Information Commissioner's Office.
- 9. Each Joint Data Controller shall maintain complete and accurate records and information to demonstrate its compliance with this Schedule.
- 10.A Party shall before allowing a Sub-processor to process any Personal Data subject to this Schedule:
 - a) notify a Joint Data Processor in writing of the intended Sub-processor.
 - b) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Schedule.
- 11. The Joint Data Controller using a Sub-processor shall remain fully liable for all acts or omissions of any of its Sub-processor
- 12. The Parties agree to take account of any guidance issued by the Information Commissioner's Office, and amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Annex L – Skills Bootcamps Proposal

The value of this grant, as stated on Page 2 of this Grant Agreement is \pounds 18.9m. This amount is based on the outline proposal below that you submitted and determines that:

For £18.9m you will procure training for 5,000 number of Learners at an average Cost per Learner of £3,591.

Once you have conducted your own procurement process, you must submit a firm proposal, for inclusion in this Annex L. Note, as a result of your procurement process, your firm proposal must result in the average Cost per Learner not exceeding the figure of £3,591, stated above.



Required details for Grant Offer Letter

Please also complete and return the management cost breakdown at Annex E of the Grant Offer Letter

	
Authority Name	Greater London Authority
Company or Charity Reg Number	N/A
Full GLA Address	City Hall, Kamal Chunchie Way, London, E16 1ZE
Grant Signatory Name	Michelle Cuomo-Boorer Director Skills & Employment, Skills & Employment Unit
Grant Signatory Email	Michelle.Cuomo-Boorer@london.gov.uk
Project Manager / Working Level Contact, Full Name	Ann-Marie Soyinka, Laura Dubeck, Ayo Akande
Project Manager / Working Level Contact email	Ann-Marie.Soyinka@london.gov.uk Laura.Dubeck@london.gov.uk ayo.akande@london.gov.uk
Project Manager / Working Level Contact tel number	07712544036, 07849303900, 07591947804
Data Protection Officer, Full Name	Ian Lister
Data Protection Officer, email	lan.Lister@london.gov.uk
Jaggaer Account to be used*	sally.denning@london.gov.uk (sallyd)

*choose the most appropriate of your current entries on the list shown below. If none are suitable please set up a new account



Supplier guidance - Jaggaer (1).pdf