

**ADULT EDUCATION BUDGET: IMPLEMENTATION FUNDING MEMORANDUM OF UNDERSTANDING ("MoU") dated**

Between:

- (1) **THE SECRETARY OF STATE FOR EDUCATION** of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT ("DfE")
- (2) **THE MAYOR OF LONDON** of City Hall, The Queen's Walk, London, SE1 2AA ("GLA")

Each a "Party", together the "Parties".

DfE includes the Education and Skills Funding Agency (ESFA). ESFA is an executive agency sponsored by DfE and is responsible for funding education and skills for children, young people and adults.

**BACKGROUND**

- (A) The Secretary of State for Education has certain functions related to adult education, and the associated Adult Education Budget (AEB). Subject to meeting specified conditions, the Secretary of State intends in due course to exercise his powers under section 39A of the Greater London Authority Act 1999 to delegate those functions to the Mayor of London who would be responsible for carrying them out on his behalf. The Government intends delegation to have effect with respect to the 2019/20 academic year (1 August 2019 to 31 July 2020) and each year thereafter.
- (B) The purpose of this MoU is to establish the responsibilities of the Parties in respect of using implementation funding to build capacity during the period 1 April 2018 to 31 July 2019 for managing the AEB once the relevant functions have been delegated to the Mayor of London.

The Parties have agreed to cooperate under this MoU as follows:

## **1. KEY OBJECTIVE**

The Key Objective is to enable the GLA to use implementation funding provided by DfE for the period covering the start date of this agreement to 31 July 2019 under Section 31 of the Local Government Act 2003 ('a Section 31 grant') to build capacity for managing the delegated AEB from 2019/20 onwards, in line with activities outlined in the GLA's business case for the period April 2018 to July 2019. This MoU sets out the parameters for engagement with the respective Parties.

## **2. PRINCIPLES OF COLLABORATION AND THE PARTIES' RESPONSIBILITIES**

The Parties agree to adopt the following principles ("Principles") in relation to the Key Objective:

- To appropriately use the Section 31 grant funds for the purpose of implementation costs associated with preparation for delegation of the AEB functions;
- To act in good faith to support achievement of the Key Objective and compliance with these Principles.

## **3. PURPOSE**

This MoU is not intended to create a binding legal obligation between the Parties.

## **4. GREATER LONDON AUTHORITY OBLIGATIONS**

The GLA will use any implementation funding provided by DfE under a Section 31 demand led grant to build capacity for managing the delegated AEB functions from 2019/20 onwards, in line with activities outlined in the GLA's business case for the period April 2018 to July 2019.

## **5. DEPARTMENT FOR EDUCATION OBLIGATIONS**

The DfE will transfer within a reasonable time up to a maximum of £1,920,054 in total - £1,441,767 for the financial year 2018-19 (1 April 2018 to 31 March 2019) and £478,287 for the financial year 2019-20 (1 April to 31 July 2019) through a Section 31 demand led grant with this MoU in place, for the GLA's incurred and evidenced expenses in respect of

implementation activities such as those specified in the GLA April 2018 to July 2019 business case.

## **6. COSTS AND LIABILITIES**

- Except as otherwise provided in this MoU, the Parties will bear their own costs and expenses incurred in complying with their obligations under this MoU.
- Each of the Parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and no Party intends that another Party shall be liable for any loss it suffers as a result of this MoU.

## **7. CONFIDENTIALITY**

- Each of the Parties understands and acknowledges that it may receive or become aware of Confidential Information belonging to one or more of the other Parties whether in the course of operating this MoU or otherwise.
- Each Party shall treat the other Party's Confidential Information as confidential and safeguard it accordingly, and not disclose another Party's Confidential Information to any other person (except their employees, agents, and professional advisers to which such disclosure is necessary for the purposes contemplated under this MoU).
- These obligations of confidentiality shall not apply to any Confidential Information to the extent that such Confidential Information is required to be disclosed by a requirement of law placed upon the Party making the disclosure (including any requirements for disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or Code of Practice on Access to Government Information).

## **8. DATA PROTECTION AND RECORD KEEPING**

The Parties confirm that they shall comply with their responsibilities under the General Data Protection Regulation and the Data Protection Act 2018 and any subsequent legislation.

The GLA shall provide use of funds statements, confirming the grant received and spent was used wholly for the purposes for which it was given, at the end of financial year 2018-19 (i.e. in April 2019) and at the end of academic year 2018/19 (i.e. 31 July 2019), signed by its Accounting Officer. The DfE would also be happy to receive any information about effective practice.

## **9. START DATES AND DURATION**

This MoU will commence on the date of this agreement and will continue until 31 July 2019.

## **10. REVIEW AND AMENDMENTS**

- This MoU will not be reviewed.
- Amendments to this MoU may only be made upon written agreement of both Parties.

## **11. COMMUNICATIONS**


- All notices or communications under this MoU shall be in writing and sent for the attention of the representatives whose contact details are set out below or to such other person or other address as the relevant Party may give notice to the other Parties:
- For DfE: Deputy Director Further Education Funding, Dominic Hastings.
- For GLA: Assistant Director – Skills & Employment, Michelle Cuomo Boorer.

## **12. DISPUTES**

- Any dispute arising from this MoU which cannot be resolved through discussions between the Parties' representatives detailed in section 11 shall be referred to a Deputy Director of DfE and the Executive Director – Development, Enterprise, Environment of the GLA who shall convene within 30 days of such referral to discuss and seek to resolve the dispute.
- In the event the dispute remains unresolved, the final decision shall rest with the Secretary of State.

This MoU is signed and agreed on the date stated at the beginning of this MoU:

Signed for by THE SECRETARY OF STATE FOR EDUCATION:	
Signature	
Name:	
Date	

Signed for by THE MAYOR OF LONDON:	
Signature	
Name:	Sadig Khan
Date	25/9/18

