



Mel Roberts
Somerset Council,
County Hall,
The Crescent
Taunton
TA1 4DY

DATE

Skills bootcamps Wave 5 – CONTRACT NUMBER

Dear Mel,

Thank you for your proposal dated 27th September 2023 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 SOMERSET COUNCIL (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 and management of 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 2024 to 30th September 2025. ***The period 1 April 2025 to 30 September 2025 is to achieve outcomes for the learners who completed their Skills Bootcamp in FY2024-25.***

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 2025.

An 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.

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. 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 £3,003,335.72 (Three Million, Three Thousand, Three Hundred and Thirty-Five Pounds and Seventy-Two Pence) of which £226,335.72 (Two Hundred and Twenty-Six Thousand, Three Hundred and Thirty-Five Pounds and Seventy-Two Pence) is in relation to management costs, for the period from 1st April 2024 to 30 September 2025, which will be paid in accordance with the Grant Payment Schedule at Annex H. ***The period 1 April 2025 to 30 September 2025 is to achieve outcomes for the learners who completed their Skills Bootcamp in FY2024-25.***

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 [Grant Terms and Conditions](#)¹, 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.**

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

Project specific conditions

The grant is awarded under the additional following general 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) Local areas are permitted to use up to 30% of the delivery cost element of the grant award to deliver Skills Bootcamps in a wider range of skill areas and these should align with the IfATE Occupational Routes.



30% flexibility and alignment to occupational standards Final1.pdf

(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 (including sub-contractors) 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). The Grant Recipient must update the NCS Find a Course website to include all their contracted Skills Bootcamps open to learner applications.

(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 662 learner starts in total between 1st April 2024 and 31st March 2025
- At least 80% of those who start training will complete, by the 31st March 2025 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 an apprenticeship, increased responsibilities or a new role with existing employer or increased opportunities for the self-employed) within 6 months of completing their Skills Bootcamp.

(7) The Grant Recipient must

- a on or before 1 May 2024 deliver a Grant Management Plan showing a delivery trajectory for learner starts.
- b on a monthly basis starting in June 2024 on a date agreed with your grant manager, complete and submit to your nominated Grant Manager a Grant

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

Management Plan, confirmed details of starts, completions and outcomes data and

- c on a quarterly basis as agreed with your Grant Manager submit completed data spreadsheets.
- d 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 2024 (to be reviewed by 15 August 2024); and 50% of learner starts must have occurred by 30 September 2024 (to be reviewed by 15 November 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 F.

(12) The Grant Recipient will insert a clause in all supplier contracts/agreements stating: All parties must agree to share Skills Bootcamps performance data with and between DfE and all Skills Bootcamps Grant Recipients. This will enable all funders to review previous performance of suppliers/training providers within the programme when considering new and additional delivery contracts.

(13). Where the Grant Recipient withdraws from the programme, they will continue to collect and report data on completions and outcomes from delivery for six months following the end of the final Skills Bootcamp. The DfE will provide reasonable management costs to support this activity.

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 SOMERSET COUNCIL.

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

FE colleges are at the heart of their local communities and are a key part of the skills system in delivering priority skills programmes, including Skills Bootcamps. We encourage you to engage with FE colleges regarding Skills Bootcamps and will support you in appointing the best providers to deliver successfully in your area.

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 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,

Niki Comer

For and on behalf of Department for Education
Sanctuary Buildings, Great Smith Street, Westminster, London SW1P 3BT
Web: www.gov.uk/df

This Grant Funding Agreement is made between:

(1) The Secretary of State for Education and

(2) SOMERSET COUNCIL.

This Agreement comprises the Grant Offer Letter, project specific conditions, where relevant, any annexes to this letter and general [Grant Terms and Conditions](#)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

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

Annex A - Acceptance of Grant Offer and effective date –
Skills Bootcamps FY 24-25 – **CONTRACT NUMBER.**

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 (please print)	XXXX
Position in Department for Education	XXXX

As representative of SOMERSET COUNCIL, I have read both the Grant Offer Letter and associated annexes, and the Department for Education Grant Funding Agreement Terms and Conditions [Grant Terms and Conditions](#). 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 SOMERSET COUNCIL	
Date	
Signature	
Name (please print)	
Position in organisation	

Principal contacts	Department	SOMERSET COUNCIL
Contact name	Niki Comer	Simone Tyrie
Position	Delivery Policy Lead	Project Manager
Telephone no.	07585 120 030	01823 357005
Email address	Nicola-jane.comer@education.gov.uk	Simone.tyrie@somerset.gov.uk

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 FY 24-25 – **CONTRACT NUMBER**

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

Annex C - Grant claim form for SOMERSET COUNCIL Claiming Grant in Arrears - Skills Bootcamps FY 24-25 – **CONTRACT NUMBER**

This claim form should be completed by an authorised senior officer of SOMERSET COUNCIL and returned to your nominated Grant Manager as soon as possible in the month following that for which the grant is being claimed and should be supported by invoices or receipts. The Authority will sample check expenditure over the duration of the funding period, in which evidence of receipts and/or invoices will be required to be provided.

Amount of claim in respect of:

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

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 5 – **CONTRACT NUMBER**
- the claim is in respect of eligible expenditure already committed or 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 SOMERSET COUNCIL	
Date	
Signature	
Name (please print)	
Position in organisation	

Annex D - Grant claim form for Skills Bootcamps FY 24-25 **CONTRACT NUMBER**, permitted to claim Grant in Advance

This claim form should be completed by an authorised senior officer of SOMERSET COUNCIL and returned to your nominated Grant Manager along with a completed Annex E .

	Claim in FY 2024-25
a. Management Costs as detailed in Annex E	£
b. 50% of the total delivery funding element of the Grant.	£
c. Total Claim from FY24-25 grant.	£
d. Less any unused FY23-24 (wave 4) funds	£
e. Claim to be paid by DfE	£

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 5.
 - * 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 SOMERSET COUNCIL	
Date	
Signature	
Name (please print)	
Position in organisation	

Annex E - Details of Grant Resource Budget Allocation-Skills Bootcamp FY 24-25 – **CONTRACT NUMBER**

Table 1 - Overview of Estimated Budget

Item	£ for Financial Year 24/25	£ for Financial 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	£	

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 procurement programmes, there are likely to be geographical gaps in provision that can more easily be filled by MCAs and LEPs 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
_WV5_GUIDANCE_AN

List of Objectives and Associated Targets for which the grant is being paid - Skills Bootcamp FY 24-25 –
CONTRACT NUMBER

	Column 1	Column 2
Learner Starts	The Grant Recipient will achieve a minimum of stated learner starts across the programme before 31 March 2025.	662
Learner Completions	The Grant Recipient will work with suppliers to ensure at least 80% of learners complete their course.	530
Guaranteed Interview for each Relevant Learner* on the Skills Bootcamp *a Relevant Learner is one who is not training with the support of their existing employer, or are self-employed.	Interview must be for a job (which can be an Apprenticeship) The interview must be for a job that matches the skills acquired by the Learner through the successful completion of the Skills Bootcamp.	100%
Learner Outcomes / Career Progression The Grant Recipient will work with suppliers to ensure a positive outcome for at least 75% of individuals within 6 months of completing their Skills Bootcamp	Unemployed Learners/independent Learners: Should get a new job (which can be an Apprenticeship) within 6 months of completion of their Skills Bootcamp, that utilises the skills acquired in the Skills Bootcamp Employed Learners being supported by their employers: Should get a new or different role within 6 months of 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	75%
New Skills	Learners who successfully complete a Skills Bootcamp will have acquired new skills within the scope of the Skills Bootcamp programme.	100%
Referral to alternative Opportunities	Learners who are unsuccessful at post completion interview should be referred to other job and training opportunities.	100%

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

Annex G (i) - Annual Certification of Expenditure (external
auditor or accountant's report arrangements) NOT USED

Annex G (ii) – Statement of Grant Usage – Skills Bootcamps FY24-25 – **CONTRACT NUMBER**

* 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.
3. 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 Grant Management Plan, including narrative on current position, shall be submitted as 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 Skills Bootcamps FY24-25 **INSERT CONTRACT NUMBER**.
- A final financial statement detailing the use of the Grant Funding will be provided in section b – Statement of Expenditure. This is a summary

Skills Bootcamps FY 24-25 Grants

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 Postcode

Initialed by Organisation's Chief Financial Officer/
Auditor

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		(£)

Skills Bootcamps FY 24-25 Grants

Contribution from Department for Education	
Matching funding from own partners' resources	
Other funding	
TOTAL	
Under spend on Grant (if applicable)	

c) Report confirming Delivery

(setting out how the funding has been applied detailing all relevant outputs.)
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Annex H – Proposed Grant payment schedule - Skills Bootcamp FY 24-25 – **CONTRACT NUMBER**

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

Grant Project Name	Skills Bootcamps FY 24-25	
Grant Reference Number	CONTRACT NUMBER	
Proposed Payment Stages	Activity Details / Outputs	Proposed Payment Amount
To Be Claimed within Quarter 1		
DfE The Department will pay the Grant Recipient following receipt of the completed claim form at Annex D	Management Costs detailed in Annex E	£
	50% of Delivery Costs detailed in Annex E	£
Remaining 50% of Delivery Costs (subject to agreement conditions including performance conditions set out on item 7 in Project Specific Conditions)		
To be paid on receipt of a completed claim form (Annex C)	Delivery actuals paid in arrears after initial 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 6 months of the completion of the Skills Bootcamp and the latest this can happen is 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.
4. Final claims need to be submitted no later than 8 weeks after the final outcome period has passed.

Annex I – Sample exit plan - Skills Bootcamp FY 24-25 – **CONTRACT NUMBER**

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.

Introduction

1. Although the Department does not seek to exercise detailed control of the activities of SOMERSET COUNCIL, 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 SOMERSET COUNCIL 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 SOMERSET COUNCIL 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 SOMERSET COUNCIL 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 SOMERSET COUNCIL 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 – **NOT USED**

The Grant Management Plan fulfils this purpose and will be retained as part of the grant documentation.

Annex K – Generic Standard GDPR Clauses

Schedule 1 - Processing, Personal Data and Data Subjects

Notwithstanding Clause 51.1 of the [Grants Terms and Conditions](#), 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: **LUCY WILKINS**, LCWilkins@somerset.gov.uk
2. The contact details of the Department's Data Protection Officer are: Emma Wharram, DfE Data Protection Officer, 2 Rivergate, Temple Quay, Bristol, BS1 6EH, dataprotection.office@education.gov.uk.
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.

Description	Details
Identity of the Controller and Processor	<p>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:</p> <ul style="list-style-type: none"> • UK Register of Learning Pool (UKPRN) portal data • Learner reference number • Unique learner number • Funding and delivery data • Fraud and investigation data <p>Notwithstanding Clause 50.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Participation data

	<ul style="list-style-type: none"> • Performance data <p>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.</p>
Subject matter of the processing	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.
Duration of the processing	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.
Nature and purposes of the processing	<p>The purpose of processing shall be:</p> <ul style="list-style-type: none"> • 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 • <p>The nature of processing will be collecting, recording, storing, sharing, analysing, structuring, anonymising, and the erasure/destruction of data.</p>
Type of Personal Data	<p>Learner (student) data</p> <ul style="list-style-type: none"> • 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

	<ul style="list-style-type: none"> • ESM Type - benefit status indicator
<p>Categories of Data Subject</p>	<ul style="list-style-type: none"> • Learner (student) data • Digital education and skills providers <p>Employer data</p> <ul style="list-style-type: none"> • Full name of business lead • Business lead contact email address • Business lead contact telephone number • Name of business
<p>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</p>	<p>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.</p>

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);
 - (ii) 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;
 - d) 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;
 - b) 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.