



Gareth Morgans
Chief Education Officer,
Carmarthenshire County Council,
Building 2,
St David's Park,
Jobs Well Road,
Carmarthen
SA31 3HB

17 November 2016

Dear Mr Morgans,

Award of Funding in relation to Additional Learning Needs Innovation Fund 2016/17 [Ref: ALN-IF-16/17-ERW]

1. Award of Funding

- (a) We are pleased to inform you that your Application has been successful and funding of up to £360,000 (three hundred and sixty *thousand pounds*) ("the Funding") is awarded to you for the Purposes (as defined in Condition 4(a)).
- (b) The Funding relates to the period 01 April 2016 to 31 March 2017 and must be claimed in full by 31 March 2017 otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory Authority and State Aid

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Cabinet Secretary for Education, one of the Welsh Ministers, acting pursuant to sections 60, 70 and 71(1) of the Government of Wales Act 2006.
- (b) You must comply with the European Commission's State Aid Rules.

3. Interpreting these Conditions

Any reference in these Conditions to:

'you', 'your' is to

Carmarthenshire County Council,
Building 2,
St David's Park,
Jobs Well Road,
Carmarthen,
SA31 3HB

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

'Welsh Government Official' is to

Welsh Government
Cathays Park
Cardiff
Wales
CF10 3NQ
Tel: 02920 823 921
Email: charlotte.thomas@wales.gsi.gov.uk

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

'Project Manager' is to Gareth Morgans

Carmarthenshire County Council,
Building 2,
St David's Park,
Jobs Well Road,
Carmarthen,
SA31 3HB
Tel: 01267 246450
Email: EDGMorgans@sirgar.gov.uk

'Application' is to your Additional Learning Needs Innovation Fund Bid dated 14 October 2016.

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

'Costs Incurred' is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim;

'Notification Event' is to any of the events listed in Schedule 3;

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

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

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

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

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

4. **What you must use the Funding for**

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the "**Purposes**").
- (b) You must achieve the targets and outcomes set out in Schedule 2 (the "**Targets**").
- (c) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (d) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any kind of activity which in our opinion could bring us into disrepute.

5. **Funding Pre-Conditions**

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
 - (i) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;
 - (ii) documentary evidence that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;

- (iii) confirmation that there is a signed agreement in place between all participating local authorities within your region;
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

- (a) The Funding will be paid to you in March 2017 in arrears based on Costs Incurred by you in the delivery of the Purposes as detailed in the Payment Profile.
- (b) You must claim the Funding in accordance with the dates set out in the Payment Profile. You must claim the Funding promptly. We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (c) You must submit your claims for payment of Funding to the Welsh Government Official.
- (d) You must use our current claim pro-forma (which is available from the Welsh Government Official) and attach the information and documentation specified in the Payment Profile:
 - i) confirmation that you are operating in all respects in accordance with your constitution; and
 - ii) confirmation that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) We will aim to pay all valid claims as soon as possible and typically within 28 days.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your management, employees and/or suppliers and notify us immediately if you have reason to suspect that any fraud has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.
- (b) comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law;

- (c) put in place and maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;
- (d) put in place and maintain appropriate systems to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (e) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with these Conditions.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;
- (e) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable.

9. Notification Events and their consequences

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) If we consider it appropriate, taking into account both the seriousness of the Notification Event and whether or not in our opinion it can be remedied, we will seek to discuss the Notification

Event with you and to agree a course of action to be taken to address the Notification Event.

- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
- (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you, or
 - (ii) we notify you that the Notification Event is not capable of remedy, or
 - (iii) a course of action is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action), or
 - (iv) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:
- (i) withdraw the award of Funding; and/or
 - (ii) require you to repay all or part of the Funding immediately; and/or
 - (iii) suspend or cease all further payment of Funding; and/or
 - (iv) make all further payments of Funding subject to such conditions as we may specify; and/or
 - (v) deduct all amounts owed to us under these Conditions from any other funding that we have awarded or may award to you; and/or
 - (vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand. You must pay interest on any overdue repayments at a rate of 1.5% per annum above the Bank of England Bank Rate from time to time or at such other rate as may be required by the State Aid Rules. Interest will accrue on a daily basis from the date the repayment is due until actual repayment of the Funding, whether before or after judgment. You must pay the interest together with the overdue repayment.

10. Monitoring Requirements

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;

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

11. Audit Requirements

- (a) You must:
 - (i) maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
 - (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;
 - (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them;
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

12. Third Party Obligations

- (a) Nothing in the Conditions imposes any liability on us in respect of any liability incurred by you to any third party (including, without limit, employees and contractors).
- (b) You must indemnify us against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by us directly or indirectly arising as a result of or in connection with any failure by you to perform fully or in part any obligation you may have to a third party.

13. Intellectual Property Rights & Publicity

- (a) Nothing in these Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support on all publicity, press releases and marketing material produced in relation to the Purposes. Such acknowledgement must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You must provide the Welsh Government Official with a copy of all material listed in Condition 13(b) for our approval before any such material is published and you may not publish such material without our prior written approval. We will endeavour to respond to all written requests for approval within 10 working days.
- (d) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

14. Access to Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR") and the Data Protection Act 1998 (the "DPA").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - (ii) any information is exempt from disclosure under the FOIA or the EIR.

15. Buying Goods and Services

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

16. Giving Notice

- (a) Where notice is required to be given under these Conditions it must be in writing (this does not include email but may include a letter

attached to an email) and must prominently display the following heading:

“Notice in relation to the Additional Learning Needs Innovation Fund 2016/17 [Ref: ALN-IF-16/17-ERW]”

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

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

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

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

Prepaid first class post: on the second working day after the date of posting.

By hand: upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.

By email attachment: upon transmission or the next working day if after 4pm or on a weekend or public holiday.

17. Equal Opportunities

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

18. Welsh Language

Where the Purposes include or relate to the provision of services in Wales they must be provided in such a way as to not treat the Welsh language less favourably than English, in line with the Welsh Language Measure (Wales) 2011.

19. Sustainability

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

20. Welsh Ministers' Functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in , or arising under or in connection with, these Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

21. General

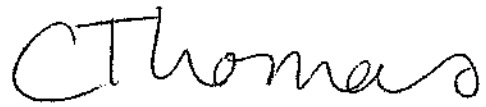
- (a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under these Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to these Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of these Conditions.
- (g) These Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

22. How to accept this offer of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter.

(b) We must receive your signed letter within 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

A handwritten signature in black ink that reads "CThomas". The signature is written in a cursive style with a large, looped initial "C" and a trailing flourish at the end.

Signed by Charlie Thomas
under authority of the Cabinet Secretary for Education,
one of the Welsh Ministers

SCHEDULE 1

The Purposes

The Purpose of the Funding is to support you to develop and promote innovative, multi-agency and cross-sector working practices to support learners with ALN (those who in the current legal framework are defined as having SEN or LDD). The Funding may be used to develop and implement interventions which have a beneficial impact on all learners, but the expectation is that they will have a greater potential benefit on learners with ALN.

The Funding must be used to support partnerships between local authorities and other agencies involved in supporting learners with ALN, such as schools, further education institutions, early years providers, specialist post-16 providers, local health boards and the third sector.

The Funding can be used to support a number of projects in the region between different partners.

The Funding must be used to support partnership projects with a focus on improving any or all of the following:

1. early identification of needs;
2. transition planning between education settings, out of education and into social care, and into adult life;
3. impact monitoring of supporting interventions;
4. the capacity of Additional Learning Needs Co-ordinators/ Special Educational Needs Co-ordinators in providing support to classroom staff, including skills development;
5. the capacity of local post-16 provision for learners with LDD and/or the development of specialist local provision;
6. the capacity of special schools to act as specialist support to mainstream schools;
7. practice and arrangements for resolving disagreements and avoiding disputes;
8. capacity of local authority-based specialist services to support learners in early years, maintained schools and FEIs;
9. raising awareness about the full range of local support available for learners with ALN and their families.

| Cost | Value (£) |
|---|-----------------------|
| <p>Project 1: Integration of school improvement/ ALN</p> <p>To support LAs with ALN Transformation and integrating School Improvement and Inclusion functions in order that all learners are supported to achieve their maximum potential.</p> | <p>£60,000</p> |
| <p>Project 2: LA Systems</p> <p>To review current Local Authority SEN systems, processes and provision, adapt in preparation for reform aiming for a common approach across the region, and create Information Card for each LA.</p> | <p>£50,000</p> |
| <p>Project 3: Awareness-raising</p> <p>To work collaboratively as a region on awareness raising and communication strategy to ensure that all stakeholders are aware of the reforms and support services available to learners with ALN and their families.</p> | <p>£50,000</p> |
| <p>Project 4: Transition and post-16</p> <p>To review current practices pre-school; and Post 16 with an aim to developing consistency in approach. To focus on identifying current provision and areas to develop. Work stream 1 to focus on transition into/between schools and Work stream 2 to focus on Post 16 transition.</p> | <p>£50,000</p> |
| <p>Project 5: ALNCOs</p> <p>New approach to efficient and effective use of the ALNCOs and cluster working.</p> | <p>£50,000</p> |
| <p>Project 6: Welsh Language Resources</p> <p>To review current resources and identify gaps in provision. Work with partners to respond to identified gaps.</p> | <p>£50,000</p> |
| <p>Project 7: Special school outreach</p> <p>To consider how special schools/ units can provide outreach services to mainstream settings.</p> | <p>£50,000</p> |

SCHEDULE 2
The Targets

| Description of the Target | Date by when it should be achieved | Evidence required |
|--|------------------------------------|---|
| <p>Project 1: Integration of school improvement/ ALN</p> <ul style="list-style-type: none"> • Create regional capacity/ support for lead officers/ strands of the ALN Innovation Fund bid ensuring that they are delivering the agreed outcomes. • Undertake tasks on behalf of the Steering Group and represent the region in national meetings. • Develop case studies on effective Improvement and Inclusion integration and ensure consistency/quality of case studies developed by work streams. • Analyse LA SEN/ ALN data available and highlight areas of good practice and areas to develop. • Develop Job Profile/ Person specification for ALN Champion for 2nd round of funding bid, which could include: <ul style="list-style-type: none"> ○ Coordinate activities for region - training, awareness raising, network with parents, partners etc. ○ Develop a menu of support services across region. ○ Lead to discussions about possible shared services- those under pressure- Sensory impairment, Ed Psych. | <p>31 March 2017</p> | <ul style="list-style-type: none"> • Case studies on effective Improvement and Inclusion integration • Job Profile/ Person specification for ALN Champion |
| <p>Project 2: LA systems</p> <ul style="list-style-type: none"> • Bring capacity to the project by seconding part time experienced practitioner to collate information about every LA in respect to - e.g. <ul style="list-style-type: none"> ○ Number of pupils on SEN register (SA, SA+, | <p>31 March 2017</p> | <ul style="list-style-type: none"> • Information card for each LA |

| | | |
|---|----------------------|---|
| <p>Statement)/ in specialist provision etc.</p> <ul style="list-style-type: none"> ○ Projections in respect to needs ○ Specialist provision ○ Funding arrangements ○ Delegation to schools ○ Admission/eligibility criteria ○ Funding of special schools/Units <ul style="list-style-type: none"> ● Review WG SEN Spend data release to compare each LA. ● Collect Workforce information in regard to specialist services e.g. ECPS, sensory impairment. ● Create LA Information Card and develop set of questions/ prompts to facilitate regional discussions in regards to common challenges and how to deal with them and possible areas for collaboration. | | |
| <p>Project 3: Awareness-raising</p> <ul style="list-style-type: none"> ● Bring capacity to the project by seconding part time experienced practitioner. ● Develop a common bilingual website structure/ content for each LA in relation to ALN Reform. ● Develop common resource for parents, schools, Governors, elected members etc. ● Adapt the common structure to meet local needs and include local contact information etc. ● Develop regional HWB area for ALN sharing school/ ALNCo resources. ● To compile LA service lists and identify gaps/ possible areas for collaboration (Link to Regional Priority 1). ● Ensure website links to Welsh Government website and information from other websites e.g. Autism. ● Consider how social media can be used to support this agenda. | <p>31 March 2017</p> | <ul style="list-style-type: none"> ● Simple, clear, bilingual website for each LA using common structure content, adapted to provide local information on services and provision available. ● Regional HWB area |

| | | |
|---|----------------------|--|
| <p>Project 4: Transition and post-16</p> <ul style="list-style-type: none"> • Bring capacity to the project by seconding part time experienced practitioner. • To map out current systems in relation to transition into school/ specialist provision, between schools and from schools/ specialist provision into further education/ world of work including role of different agencies/ partners. • Facilitation of transition between stages/ information sharing and development of best practice. • Share effective practice and develop effective transition planning at all transition points. • Map out Post 16 provision within region and what is available to learners Post 16- apprenticeships, further education, work opportunities etc. • Define the commissioning relationship between FEIs and support Services. • Work with FEIs to develop range of provision within their funding context, and Individual Support Plans to manage the LAs new role as commissioner and budget holder. | <p>31 March 2017</p> | <ul style="list-style-type: none"> • Outcome report including post-16 provision map, commissioning and transition arrangements |
| <p>Project 5: ALNCOs</p> <ul style="list-style-type: none"> • Bring capacity to the project by seconding part time experienced practitioner. • To consider current best practice across the region in respect of ALNCo/ ALN workforce in schools. • Gather information in relation to current ALNCOs - experience, specialisms, qualifications, teaching and leadership responsibility, language. • Use this information to identify gaps in skills and consider areas for up -skilling/ attaining ALNCo | <p>31 March 2017</p> | <ul style="list-style-type: none"> • Baseline of ALNCo qualifications and recommendations for future qualifications/ minimum training. • Evaluation of pilot work to deploy ALNCo across federation of schools and ALNCOs/ |

| | | |
|--|----------------------|--|
| <p>qualification.</p> <ul style="list-style-type: none"> • To pilot the deployment of an ALNCo working across a group of schools. • To pilot ALNCOs working together on a regular basis across a cluster of schools with specialised services and health to build school capacity and share best practice. | | <p>specialised services and health to deliver within a cluster of schools.</p> |
| <p>Project 6: Welsh Language Resources</p> <ul style="list-style-type: none"> • Bring capacity to the project by either deploying inclusion officer or seconding experienced practitioner. • To collate information in relation to resources already available in each LA (in both English and Welsh) - <ul style="list-style-type: none"> ○ area of need, ○ purpose of the resource, ○ commercial or developed in-house, ○ costs of resource ○ impact of resources ○ who can use it? • To map resources against each area of need to identify duplication and possible gaps in what is available. • To consider Welsh medium resources and availability/ possible gaps. • To consider development/ translation of resource to address an identified needs. • Current capacity of LA to deliver bilingually (Link to regional Priority 1). | <p>31 March 2017</p> | <ul style="list-style-type: none"> • Review of current resources and their effectiveness. • Resources to support specialists/ ALNCOs in Welsh and English. |
| <p>Project 7: Special school outreach</p> <ul style="list-style-type: none"> • Bring capacity to the project by either deploying inclusion officer or seconding experienced practitioner. • To link with information gathered in Regional Priority 1 in respect to specialist provision in each LA. • To map what is currently happening across each LA in respect to | <p>31 March 2017</p> | <ul style="list-style-type: none"> • Good practice case studies on specialist/ bespoke ALN support provided to mainstream schools by special schools/ units. |

| | | |
|---|--|--|
| <p>outreach support and develop Good Practice Case Studies to be shared via regional ALN Hub.</p> <ul style="list-style-type: none">• To consider how SLAs between LA and specialist provisions in respect to outreach support can help ensure effective practice.• To pilot other outreach projects in specific areas of need e.g. Autism support, Speech and Language• Focus on key transition points (Link to Regional Priority 3) building on best practice.• Build capacity across the region to ensure that outcomes are not affected by change of setting/school. | | |
|---|--|--|

SCHEDULE 3 Notification Events

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

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us, the European Commission or the European Court of Auditors, or any of their auditors, agents or representatives;
7. there is any suspicion that you and/or any of your Personnel is/are involved in fraudulent activity or has/have been involved in fraudulent activity whilst the Purposes are/were being carried out;
8. we have made an overpayment of Funding to you;
9. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
10. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
11. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
12. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
13. you are unable, or admit in writing your inability, to pay your debts as they fall due;
14. any distress, execution, attachment or other process affects any of your assets;
15. a statutory demand is issued against you;

16. you cease, or threaten to cease, to carry on all or a substantial part of your business;
17. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
18. there is a change in your shareholders, directors, trustees or partners;
19. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.

**SCHEDULE 4
Payment Profile**

| Instalment Number | Amount of Instalment | Earliest Date for claim | Last date for claim | Documents which must accompany claim pro-forma |
|--------------------------|-----------------------------|--------------------------------|----------------------------|--|
| 1 | £60,000 | 01 March 2017 | 31 March 2017 | <ul style="list-style-type: none"> • Case studies on effective Improvement and Inclusion integration • Job Profile/ Person specification for ALN Champion |
| 2 | £50,000 | 01 March 2017 | 31 March 2017 | <ul style="list-style-type: none"> • Information card for each LA |
| 3 | £50,000 | 01 March 2017 | 31 March 2017 | <ul style="list-style-type: none"> • Simple, clear, bilingual website for each LA using common structure content, adapted to provide local information on services and provision available. • Regional HWB area |
| 4 | £50,000 | 01 March 2017 | 31 March 2017 | <ul style="list-style-type: none"> • Outcome report including post-16 provision map, commissioning and transition arrangements |
| 5 | £50,000 | 01 March 2017 | 31 March 2017 | <ul style="list-style-type: none"> • Baseline of ALNCo qualifications and recommendations for future qualifications/ minimum training. • Evaluation of pilot work to deploy ALNCo across federation of schools and ALNCOs/ specialised services and health to deliver within a cluster of schools. |
| 6 | £50,000 | 01 March 2017 | 31 March 2017 | <ul style="list-style-type: none"> • Review of current resources and their effectiveness. • Resources to support specialists/ ALNCOs in Welsh and English. |
| 7 | £50,000 | 01 March 2017 | 31 March 2017 | <ul style="list-style-type: none"> • Good practice case studies on specialist/ bespoke ALN support provided to mainstream schools by special schools/ units. |

TWO SIGNATORIES ARE REQUIRED

We hereby accept the award of Funding (reference: ALN-IF-16/17-ERW) and the Conditions relating to the Funding

Signature
An authorised signatory of **Carmarthenshire County Council**

Name

Job Title

Date

Signature
An authorised signatory of **Carmarthenshire County Council**

Name

Job Title

Date