

Ysgolion yr 21ain Ganrif
21st Century Schools



Y Grŵp Addysg a Gwasanaethau Cyhoeddus
Education and Public Services Group

[REDACTED]
[REDACTED]
Neath Port Talbot County Borough Council
Civic Centre
Port Talbot
SA13 1PJ

16 January 2017

Dear [REDACTED]

**Award of Funding in relation to 21st Century Schools Band A Programme
2014 – 2019, reference 0326/5 0326/6**

1. Award of Funding

- (a) Following approval of your Strategic Outline Programme in 2016(a change to the original Programme Envelope in 2011), an 'in principle' allocation of £61,700,000 (sixty one million, seven hundred thousand) ("the Funding") has been made to your local authority. Formal allocation of this funding is subject to the receipt of approved business cases for individual projects. The breakdown of Funding approved to date is detailed in Schedule 1 (the "Grant Allocation Table"). This letter is to update this position to reflect that a new project has been approved.
- (b) The Funding relates to the period 1 April 2014 to 31 March 2019 and must be claimed in full by 31 March 2019 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 14 and 16 of the Education Act 2002.
- (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 Local Authority name and full address

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

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

'Welsh Government Official' is to

[REDACTED]
Cathays Park
Cardiff
CF10 3NQ
Tel: [REDACTED]
Email: [REDACTED]

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

'Project Manager' is to the person named in Schedule 2 (the "Individual Project Proforma");

'Project' is to your individual projects detailed in the Individual Project Proforma

'Conditions' is to the terms and conditions set out in this letter;
'Schedule' is to the schedules attached to 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 4;

'Payment Profile' is to the payment profiles relating to each Project as set in the Individual Project Proforma;

'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.

Statutory Proposals

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

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

[REDACTED] School Governance & Organisation Branch

[REDACTED]

4. What you must use the Funding for

- (a) You must use the Funding solely for the delivery of the Projects set out in the Individual Project Proforma.
- (b) You must achieve the targets and outcomes set out in the Individual Project Proforma.
- (c) You must ensure that the Projects are undertaken and completed in accordance with planning permissions and any other consent and in accordance with the Conditions.

- (d) You must ensure that the Projects will be fit for purpose and that all materials used are of satisfactory quality and are in line with our value for money objective, and will be able to justify that this is satisfied whenever called to do so by us.
- (e) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (f) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any kind of activity which in our opinion could bring us into disrepute.

5. Funding Pre-Conditions

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
 - (i) 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) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence the Purpose];
 - (iv) documentary evidence that you have obtained planning permission and all necessary permissions and consents required by the Council under the Town and Country Planning Act 1990 and/or the Planning (Listed Buildings and Conservation Areas) Act 1990 to enable the Projects to be lawfully undertaken by you;
 - (v) a copy of a Building Research Establishment Environmental Assessment report by a registered Building Research Environmental Assessment Assessor for the Design at Procurement stage prior to commencement on site stating that the buildings will achieve an overall rating of "excellent". PLEASE NOTE – BREEAM applies to new build structures

only or those stand alone buildings which benefit from their own direct services (water, gas, electricity etc.);

- (vi) A plan to confirm how you will ensure that the level of recycled and reused content in the products and materials selected is at least 15% of the total value of the materials used;
 - (vii) Evidence that fire sprinklers will be installed as part of the Projects. If fire sprinklers are not being installed (this may be the case in minor refurbishments and/or minor extensions) then the authority must provide evidence that Fire Safety Risk Assessments have been carried out by an appropriately qualified person who can confirm that arrangements are appropriate.
 - (viii) Where funding has been provided for construction of community facilities should be made available for that purpose.
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

- (a) The Funding will be paid to you quarterly in arrears based on Costs Incurred by you in the delivery of the Projects as detailed in the individual Project Payment Profiles.
- (b) You must claim the Funding in accordance with the dates set out in the Payment Profiles. 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 Claim form instructions:
- (e) Confirm 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 shall be entitled to withhold and retain 2.5% of the Funding for each Project until such time as you provide us with the documents listed at Schedule 6 (Closing Report). These are to be provided within 18 months of practical completion of every Project.
- (f) 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.
- (f) Where Projects are brought forward to accommodate more pupils than are projected to attend the school, we may claw back a percentage of the Funding which has been awarded.
- (g) The claw back will be based on the appropriate percentage of the grant allocated, reflecting the percentage surplus capacity remaining at the school 5 years from the occupation of the new or refurbished school building:
- 0-15% surplus capacity No claw back of grant
 - 15-25% surplus capacity 10% claw back of grant
 - 25%+ surplus capacity 20% claw back of grant

10. Monitoring Requirements

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions including without limit:
 - i) within six months of the Project completion date a closing report containing the information specified in Schedule 6;
 - ii) within six months of each Project completion you must provide a post construction assessment demonstrating that the Project has achieved an overall rating of "excellent" under the Building Research Establishment Environmental Assessment methodology assessment framework "family". BREEAM applies to new build structures or those stand alone buildings which benefit from their own direct services (water, gas, electricity etc.);
 - iii) within six months of each Project completion date you must provide evidence that the completed building is compliant with the acoustic standards set out in Building Bulletin 93 (BB93);

- iv) confirm that recycling targets will be met;
 - v) a benefits and outcomes report, in alignment with your investment objectives and measures as documented in your business case submissions. The report must be submitted within 18 months following completion of each Project.
 - vi) Complete an annual Post Occupancy Questionnaire over a period of five years, to allow evaluation and feedback on the school building's performance in use.
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require; including without limit;;
 - i) monthly review meetings which will include a site inspection and production of valuation certificates issued under the construction contract.
 - (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;
 - (iv) provide us with an audit certificate in accordance with the requirements set out in Schedule 5
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any

assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

12. Third Party Obligations

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

13. Intellectual Property Rights & 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, and ensure all contractors involved in your Projects acknowledge, our support on all publicity, press releases and marketing material produced in relation to the Projects. Such acknowledgement must be in a form approved by us and must comply with the Welsh Government's branding guidelines and 21st Century Schools and Education Programme guidance.
- (c) The 21st Century Schools and Education Programme Team must be informed of any events, visits or key project milestones in relation to capital funded schools projects, such as the topping out ceremony, opening, launch plans and arrangements.
- (d) Welsh Government must be given the opportunity to work with you to arrange Ministerial attendance at key events, such as topping out and opening ceremonies.
- (e) Programme publicity guidance is available on our website at <http://21stcenturyschools.org/guidance/business-cases-and-publicity>.
- (f) Further information about branding, logos and publicity can be also obtained by contacting 21stcenturyschools@wales.gsi.gov.uk
- (g) 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 14 working days.

- (h) 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 Neath Port Talbot County Borough Council 21st Century Schools Programme, reference 0326/5 0326/6"
- (b) The address and contact details for the purposes of serving notice under these Conditions are as follows

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

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

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

| | |
|---------------------------|--|
| Prepaid first class post: | on the second working day after the date of posting. |
| By hand: | upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday. |
| By email attachment: | upon transmission or the next working day if after 4pm or on a weekend or public holiday. |

17. Equal Opportunities

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

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.

You must obtain an overall rating of "excellent" under the Building Research Establishment Environmental Assessment methodology assessment framework "family" including a Design and Procurement assessment and Post Construction Assessment, if applicable.

You will ensure that an EPC energy efficiency rating of A is obtained by incorporating suitable design features to improve energy efficiency within the building, and will where appropriate use materials from sustainable sources.

In recognising the importance of ensuring that all learning environments have good acoustic standards we require that the Project must undergo a pre-completion test to demonstrate that the completed building is compliant with the acoustic standards set out in Building Bulletin 93 (BB93). The tests must be in line with the recommendations made under section 1.3 of BB93, covering at least 25% of each type of teaching space. If a test result should demonstrate that acoustic standards are below those outlined in BB93, you must take remedial action and complete further testing to demonstrate that the problem has been rectified and that it does not occur in the remaining teaching areas prior to its occupation.

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.
- (c) You must provide the additional information on community benefits as suggested by Welsh Government colleagues.

Yours faithfully



Signed by 

under authority of the Cabinet Secretary for Education, one of the Welsh Ministers

SCHEDULE 2

Individual Project Proforma

The purpose of the Funding is to be used Neath Port Talbot County Borough Council's 21st Century Schools Programme

The individual Projects are as given below:

| Project | Reference |
|--|-----------|
| Sandfields Primary School (Awel Y Mor) | 0326/1 |
| Ysgol Newydd (Bae Baglan) | 0326/2 |
| Ystalyfera 3-18 Welsh Medium School | 0326/3 |
| Briton Ferry Primary School | 0326/4 |
| Welsh Medium 3-16 South | 0326/5 |
| Ysgol Newydd Margam | 0326/6 |

SCHEDULE 3

Community Benefits

The Welsh Government is striving to help develop a vibrant Welsh economy capable of delivering strong and sustainable economic growth by providing opportunities for everyone in Wales. Projects benefitting from public funding must contribute in the round to social, economic and environmental well-being now and in the future. The aim is to build stronger communities, reduce social exclusion and poverty and encouraging the development of the economy. The Welsh Government's commitment to deliver 'community benefit' outcomes from procurement activity is designed to ensure these wider social and economic issues are taken into account when spending public money. The intention is to achieve the very best value for money in the widest sense.

You and any third party procured by you in connection with the Projects must maximise the community benefits delivered through the Funding by providing:-

1. Training and employment opportunities: by recruiting and training economically inactive persons as part of the workforce delivering the Project, directly and/or indirectly through the supply chain, using the Lift Programme where possible. This could include employment; apprenticeships; work experience; work trials; or other relevant training opportunities.
2. Supply chain opportunities for SMEs: by considering opportunities for SMEs, including social enterprises and supported factories and businesses, to bid for 1st & 2nd tier supply chain opportunities. This must include:-
 - (i) advertising subcontracting opportunities on Sell2Wales
 - (ii) Using the Welsh Government's Supplier Development Service to promote tender opportunities and hold 'Meet the Buyer' events
3. Contributions to the community & education: by considering other benefits for the community such as:-
 - (i) working with local schools and colleges to support work experience placement; careers day; support for school projects
 - (ii) Make a contribution to community regeneration by donation; in-kind donation; support for local projects; consultation; education.

You will be required to monitor the community benefits achieved by you and/or any third party procured by you in connection with the Projects and report outcomes using the Welsh Government's Community Benefits Measurement Tool. The Measurement Tool and a copy of the guidance is available at www.prp.wales.gov.uk/toolkit.

The Measurement Tool should be completed and submitted at the end of the procurement project or annually, whichever is sooner. You will also need to work with Lift Programme brokers to monitor the number of work and training opportunities created for Programme participants. Community Benefits training is available, free of charge, from Value Wales. For more information please email the Community Benefits Policy mailbox communitybenefits@Wales.sqi.gov.uk.

SCHEDULE 4

Notification Events

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

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. you fail to achieve any or all of the outcomes identified for each Project;
4. we have made an overpayment of Funding to you;
5. 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;
6. 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;
7. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
8. 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;
9. you are unable, or admit in writing your inability, to pay your debts as they fall due;
10. any distress, execution, attachment or other process affects any of your assets;
11. a statutory demand is issued against you;
12. you cease, or threaten to cease, to carry on all or a substantial part of your business;
13. 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;
14. you fail to comply with any conditions attached to planning permission or associated consents;
15. you wish to enter into a transaction that would affect the value of the Project;

16. you wish to dispose of any interest in the building;
17. if the building supported through the Project or any part of it is leased for use for activities other than those eligible for funding by the Welsh Ministers; or
18. if a high level of surplus capacity still remains at the school five years after completion, so that the claw back clause in Section 9f can be addressed.

SCHEDULE 5
Audit Certificate

The grant will be audited by the Wales Audit Office on an annual basis.

SCHEDULE 6

Closing Report

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

This shall include as a minimum:

- Review of performance against objectives;
- Analysis of actual outputs against target outputs;
- Analysis of actual benefits against intended benefits;
- You will be required to monitor the benefits achieved with the successful contractor and report outcomes using the Welsh Government's Community Benefits Measurement Tool;
- Actual start and end dates (including explanation for any variances from those anticipated);
- Strengths and weaknesses of the methodologies and processes employed;
- Confirmation that this asset is included in an asset management plan to ensure that it is maintained to an appropriate standard;
- Future potential development opportunities;
- Overall evaluation of the Project including customer evaluation where appropriate;
- Certificate of Practical Completion;
- BREEAM Certificate where applicable;
- A site waste management plan;
- Sprinklers Certificate;
- Energy Performance Certificate; and
- Building Bulletin (BB93) Report.

Benefits and outcomes Framework

- You are required to submit a full report on the outcomes and benefits within eighteen months following completion of the Project

TWO SIGNATORIES ARE REQUIRED

We hereby accept the award of Funding 21st Century Schools Award of Funding and the Conditions relating to the Funding 0326/5, 0326/6. Agreement letter dated 16 January 2017 and the Conditions relating to the Funding.

Signature
An authorised signatory of **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

Name

Job Title

Date

Signature
An authorised signatory of **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL**

Name

Job Title

Date