



11 January 2024

Dear Applicant

Welsh Language Support Grant: General and Vocational Qualifications Financial Year 2024-25 Application Guidance

Purpose of the Grant and Key Dates

The Welsh Language Support Grant is designed to assist recognised awarding bodies to make any qualifications that Qualifications Wales regulate available in Welsh.

More detail on what the funding can be used for can be found on page 7 under **Eligible costs for funding**.

Completed applications must be emailed to grants@qualifications.wales by **29 February 2024**. We reserve the right to accept applications outside of the application window. However, this will be subject to funding availability, and we recommend that applications are submitted by the deadline.

Applicants are able to apply for funding for all eligible costs incurred between **1 April 2024** and the final claim window of **14 March 2025**.

Please note that while we encourage applicants to consider whether they are able to complete all of the activities applied for within the 2024/25 financial year, we will consider applications for medium and long-term programmes of work that may involve incremental developments that go beyond one financial year.

Grant Obligations

A recognised awarding body receiving financial support through this programme commits itself to the following obligations:

- Making Welsh-medium assessments available to centres.
- Publicising the availability of Welsh-medium qualifications.
- Quality assuring Welsh-medium assessments.
- Evidencing commitment to the sustainability of the qualification(s).
- Collecting and sharing data and/or information with Qualifications Wales¹ in order to enable Qualifications Wales to monitor the impact of grant funding on the uptake of qualification(s) in Welsh.

Strategic Priorities

For 2024/25 our **Overarching Priority** for the Welsh Language Support Grant is to support qualifications designed:

- for use by learners aged 14-19 on full-time funded programmes of learning *and/or*
- to be used on publicly funded apprenticeships.

We anticipate that the majority of our available funding will be awarded to qualifications that fall within this Overarching Priority. However, applications are welcome for qualifications that do not fall within this priority. We will also prioritise qualifications for which demand and/or need is identified.

In our view it is best practice for qualifications to be made available for learners in both Welsh and English from the point of first teaching. This approach increases the likelihood that centres in Wales will be encouraged to deliver new qualifications and to provide an active and equal offer to learners from the outset.

It is also our expectation that awarding bodies will normally make qualifications funded through this grant fully available in Welsh. However, we understand that in some instances this may not be practicable. In such cases, awarding bodies should provide a clear rationale in response to **Criteria 2a** of the **Application Pack** for why they are only able to make part of a qualification available in Welsh.

¹ Please see page 8 for further information.

Sub-priority features

Within our Overarching Priority, we will further prioritise applications that meet one or more of the following features:

- New qualifications designed for first teaching from September 2024 or 2025 (these may replace existing qualifications).
- Qualifications that have recently been updated and/or reviewed.
- Qualifications where a need and/or demand has been highlighted by key stakeholders such as learning providers and learners, Coleg Cymraeg Cenedlaethol, and Welsh Government.
- Qualifications that have been identified through Qualifications Wales activities, such as Sector Reviews, Sector Qualification Groups, and Welsh-medium mapping work.
- Activities to support the assessment of learners currently undertaking a qualification through the medium of Welsh. For example, supporting External Quality Assurance activities through the medium of Welsh or translation of exam papers into Welsh. Such activities would only be supported in exceptional circumstances. See page 8 for further information.

Application Submission Process

All applicants must submit a **completed Application Form** and a **Supplementary Information spreadsheet** by **29 February 2024**.

The application form can be found in the application pack and is split into three sections:

1. Contact details for the organisation
2. Describing your processes for supporting Welsh language qualifications
3. Payment profile & declaration

Not all parts of the application will be scored but all parts must be completed. Failure to supply sufficiently detailed responses may result in your application being returned to you.

Stage 1: Applications will be first prioritised as to whether or not they meet the **Overarching Priority**.

Stage 2: Whether or not the application meets the Overarching Priority, it will be scored as outlined below and ranked in order of score within its prioritisation. This will then be used as an order of preference for funding. Each criterion must score a 2

or above, and the application must have a score of 11 or above to be considered for funding in the first instance.

Stage 3: A second level of ranking will then take place. This allows Qualifications Wales to qualitatively rank applications based on the sub-priority features listed above, as well as any other relevant information collected through Qualifications Wales' own activities.²

The following aspects of the application will be scored and are weighted:

Criteria	Outline	Weighting
2a. The rationale for applying for this grant	Awarding bodies should use this part of the application form to explain the purpose of their application, including what they are seeking funding for and why they need our financial support in relation to this activity. Please note that this part of the application is not scored but is required.	0%
2b. Quality Assurance	Awarding bodies should provide evidence of their ability to quality assure their activity related to the funding.	25%
2c. Sustainability	Awarding bodies should provide evidence of how they plan to support the qualification(s) in the long term, beyond the lifespan of the funding.	20%
2d. Demand and benefits	Awarding bodies should provide evidence demonstrating the likely demand/need for the qualification(s) and the intended benefits to learners and other stakeholders (such as employers) of the proposed provision.	30%
2e. Evaluating grant impact	Awarding bodies should outline how they intend to evaluate the effectiveness of the work funded by the grant and what data/information they will provide to Qualifications Wales to be able to monitor the impact of the Welsh Language Support Grant.	<u>10%</u>

² Activities underpinning our qualitative judgement might include desktop research and/or engagement with stakeholders.

2f. Policy	Awarding bodies should provide evidence to show how its proposal aligns with national policy in Wales, whether through education, Welsh Language, economic (including priority sectors), as well as any policies and activities set out by Qualifications Wales, such as the Choice for All Strategy and Sector Review reports.	15%
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Each criterion (except 2a) will be marked as follows:

Score	Description
1:	Does not address the criterion.
2:	Addresses most aspects of the criterion but with insufficient detail to make a secure judgement.
3:	Addresses the criterion fully with sufficient detail to make a secure judgement.
4:	Addresses the criterion fully, with compelling strong evidence.

In scoring applications, Qualifications Wales will also take into account:

- intelligence gathered directly through our activities, or through representative bodies and centres in Wales about their demand for Welsh-medium provision;
- evidence from employers that the qualification(s) provide(s) an entry route into, or progression within, employment;
- evidence as to how the awarding body will quality assure the activity provided by the funding;
- evidence of the sustainability of Welsh-medium assessment for the qualification(s) in the longer term (after the period of the funding).

The **Supplementary Information** spreadsheet is a separate document and can be found with this letter and application form.

Qualifications Wales requires the following detail, where applicable, to be outlined in the **Supplementary Information** spreadsheet:

- **Qualification name** – full title of the qualification.
- **Unit name (where applicable)** – individual unit title if you are working at this level.
- **Typical Designation/Approval Final Start Date** – the final date a learner can be enrolled on the qualification.
- **Designation/Approval Certification End Date** – the final date a learner can be certificated for the qualification.
- **QiW code** – the code that is assigned to the qualification by Qualifications Wales (if applicable).
- **QAN code** – the code that is assigned to the qualification by Ofqual (if the qualification is regulated in England).
- **Underpinned by National Occupational Standards (NOS)?** – please indicate whether the qualification is underpinned by NOS and, where it is known at the time of applying, please provide further information on the relevant NOS suite(s)/unit(s).
- **Item(s) to be supplied in Welsh** – for example specification, unit detail, assessments.
- **Breakdown of costs** per item – for any translation costs, please supply cost per 1,000 words.
- **Learner numbers** – Qualifications Wales requests an understanding of this in **Section 2.d Demand and Benefits** but you may wish to provide more detail within the spreadsheet in addition to the narrative.
- **Staff Costs** – a description of staff costs that may or have been incurred over and above any English-medium costs.
- **Previously funded** – please indicate whether your organisation has received funding for Welsh Language support previously (either from Qualifications Wales or Welsh Government).
- **Timeline for planned activity** – this could include communication with translators and agreed deadlines for this work, along with your internal deadlines for the publications of materials and the longer-term marketing timeline for the qualification(s). Qualifications Wales will use this information to have ongoing conversations with you to agree appropriate claim dates that match the key deliverables. You may provide a diagram, a list of key dates or a narrative. Qualifications Wales understands that any detail submitted may be subject to change.
- **Additional Information** – if your organisation would like to provide any further supporting evidence please add this to the additional information tab provided.

Eligible costs for funding

The funding can be used for the following:

- Only by awarding bodies recognised by Qualifications Wales and for qualifications that are regulated by Qualifications Wales;
- For qualifications with a Typical Designation/Approval Final Start Date of at least two years from the point of awarding the grant funding and/or for qualifications with a limited lifespan but there is a clear commitment from the awarding body to extend and/or replace with a new bilingual qualification. Note that Qualifications Wales' expectation is that awarding bodies will not withdraw any qualification within two years of it being awarded grant funding, unless otherwise agreed in advance with Qualifications Wales.
- To translate materials directly connected to qualifications: specifications, sample assessment materials and guidance of any kind;
- For administration costs, including typesetting, which are over and above the equivalent English-medium costs which may include direct staff costs – editorial officers, subject clerks, word processor operators etc;
- For printing costs that are over and above the equivalent English-medium costs. For example, if printing 500 Welsh-medium examination papers costs £x and adding 500 to the English-medium print run would cost £y, Qualifications Wales will be willing to support the extra costs incurred in printing the Welsh-medium papers i.e. £x-£y.
- For proofreading costs up to the maximum of £36 (including VAT) per hour.
- For costs related to support the assessment of learners currently undertaking a qualification through the medium of Welsh. For example, supporting External Quality Assurance activities or translation of exam papers. See page 8 for further information.

Translation costs

In line with the Welsh Government National Procurement Service framework, normally we will reimburse translation costs up to a maximum of £90 including VAT per 1,000 words. However, we will consider supporting higher costs on a case-by-case basis where grant recipients have been unable to obtain translation services within the maximum cost threshold.

Translation of learner work from Welsh to English

Qualifications Wales is committed to ensuring the quality of assessment for all learners, including those choosing to complete their assessments through the medium of Welsh. In the policy context of developing a bilingual qualifications system in Wales, we do not regard activities, such as the translation of learner work from Welsh into English, to be best practice. However, we acknowledge that awarding bodies face challenges in building and maintaining a sustainable Welsh-medium offer, particularly in the area of quality assurance, and in exceptional circumstances awarding bodies will need to translate learner work from Welsh to English to ensure that learners currently undertaking qualifications can do so through the medium of Welsh. Where an application is being made for translating learner work, we would expect awarding bodies to be able to demonstrate clearly how they will actively **address any capacity issues** they face in building and maintaining their Welsh-medium offer in the medium to long term, e.g. active recruitment of Welsh-speaking assessors/verifiers.

Monitoring the impact of the Welsh Language Support Grant

Where it is practicable for an awarding body to collect data on the uptake of their qualification(s) in Welsh, **we would expect this to be produced annually, for a period of at least three years after the point of awarding the grant funding**, and to be submitted in a timely manner to Qualifications Wales at a point of the academic year which is reasonable and acceptable to both parties. Where it is not practicable for such data to be produced, Qualifications Wales would consider other forms of evidence, e.g. a written report outlining feedback from centres about the uptake and impact of the qualification(s) or unit(s) through the medium of Welsh. Where an awarding body is not able to provide any form of evidence, and with good reason, this must be agreed with Qualifications Wales in advance of agreeing to the terms and conditions of the grant.

After the application is submitted

All fully completed applications will be reviewed internally by Qualifications Wales against the criteria outlined and, if necessary, Qualifications Wales may contact you to request further information.

If the application is successful, Qualifications Wales will send a Grant Award Letter which must be signed and returned in order to activate the grant process. The Grant Award Letter will outline the total funding amount awarded, the grant conditions and key dates along with the evidence that will be required for any claim.

If the application is unsuccessful, Qualifications Wales will provide written feedback. The awarding body may request further details should it be required.

Once a grant has been awarded, a condition of payment being made will be that the appropriate Designation/Approval Certification End Date has been applied for and gained. We also expect the language field of QiW to be updated, as appropriate.

Claiming the funding

All funding must be claimed in accordance with the claim profile provided in the Grant Award Letter and the following evidence provided:

- An invoice(s) submitted relating to each claim window;
- Copies of any associated invoices relating to producing/administrating various work(s) such as translator fees, time sheets for direct staff costs and quality assurance of translations etc;
- Examples of translated documents relating to the qualifications listed in the application as supporting evidence.

The successful applicant will be required to provide progress updates to Qualifications Wales' grant manager and share evidence of work completed to date. This will usually be conducted via a virtual meeting. Claimants will be encouraged to submit claims throughout the year as soon as work is completed, rather than wait until the final claim deadline.

Failure to claim by the date and/or provide the evidence required may result in the loss of funding.

Charging for VAT

VAT is not chargeable on your claim. If the costs you incur for relevant work completed include elements of irrecoverable VAT (and are evidencable by an invoice), then this can be included in the total amount of grant to be applied for.

New Grant Recipient

If this is the first time you are receiving this funding from Qualifications Wales, then it is likely that you will need to complete a new grant recipient form so that we can process your approved claims. If you are unsure about whether you need to complete the new grant recipient form, please contact grants@qualifications.wales.

Qualifications Wales – Key Contacts

Grant Manager: Trudie Jones

Budget Holder: Gareth Downey

Grant Sponsor: Cassy Taylor

Please send completed applications to Grants@qualifications.wales. Should you wish to discuss any queries in regard to your application, please contact the Grant Manager at Grants@qualifications.wales.

With best wishes

A handwritten signature in black ink, appearing to read 'G. Downey', with a large, sweeping flourish underneath.

Gareth Downey

Senior Qualifications Manager, Qualifications Wales

Appendix A Conditions of Grant

1. Interpretation

In these Conditions of Grant, the following definitions apply:

Costs Incurred: the cost of the goods and services received by the Grant Recipient regardless of whether payment has been made for them by the date of the claim

Conditions: the terms and conditions set out in these Conditions of Grant

Data Protection Legislation:

all Applicable Law relating to the processing of Personal Data and privacy including (i) the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the "**UK GDPR**"), the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any subsequent legislation enacted and duly in force from time to time; and (ii) all guidance and codes of practice issued by the Information Commissioner.

Funding: the amount of grant funds stated in the Offer Letter

Grant Manager: the person stated in Schedule X.

Grant Sponsor: the person stated in Schedule X.

Notification Event: any of the events listed in Schedule X.

Offer Letter: the letter accompanying these Conditions and Schedules which contains the offer of grant funds subject to these Conditions and the period for which the grant will apply.

Payment Profile: the payment profile set out in Schedule X.

Personal Data: has the meaning set out in the Data Protection Legislation.

Project Manager: the person stated in Schedule X.

Project Sponsor: the person stated in Schedule X.

Purposes: the purposes set out in Schedule X.

Recipient: the organisation to which Qualifications Wales has awarded Funding.

Schedule: the schedules attached to the offer letter and the Conditions of Grant

Special Category Data: has the meaning set out in the Data Protection Legislation.

Subsidy Control Rules: all laws of the United Kingdom limiting State Subsidy, including the Subsidy Control Act 2022, any relevant secondary legislation and

government guidance, and any relevant case law or decisions of the courts and tribunals of England and Wales interpreting or regarding the application of such laws and to the extent relevant, the Protocol on Ireland/Northern Ireland in the EU withdrawal agreement as amended by the Windsor Framework, together with such rules, agreements, protocols and laws as may replace them from time to time.

Targets: the targets set out in Schedule X.

2. Statutory Authority and Subsidy Control

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Chief Executive of Qualifications Wales acting pursuant to section 50 of the Qualifications Wales Act 2015.
- (b) This Funding relates to a legacy grant scheme first awarded prior to 2023 and is dispersed outside the scope of the Subsidy Control Act 2022 and the Subsidy Control Rules.
- (c) The Recipient must ensure that the use of the Funding is compatible with the applicable agreements contained in the World Trade Organisation rules, the UK-EU Trade and Cooperation Agreement, any Free Trade Agreement involving the UK, the Protocol on Ireland/Northern Ireland in the EU withdrawal agreement as amended by the Windsor Framework, together with such rules, agreements, protocols and laws as may replace them from time to time.

3. Funding

- (a) The Recipient must use the Funding solely for the purposes set out in Schedule X (the "**Purposes**").
- (b) The Recipient must achieve the targets and outcomes set out in Schedule X (the "**Targets**").
- (c) The Recipient must ensure that the qualification(s) for which Funding has been awarded have been Approved or Designated by Qualifications Wales before submitting the final claim.

4. Variation

- (a) Any change to the Purposes or Targets will require the written consent of Qualifications Wales which must be obtained in advance of implementing any change. Qualifications Wales is not obliged to give its consent but will consider all reasonable written requests.
- (b) The Recipient 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) legal fees in relation to these Conditions; (8) Costs Incurred or Costs Incurred and defrayed by you in the delivery of the Purposes prior to the period of the grant award; (9) any kind of illegal activities; or (10) any kind of activity which in the opinion of Qualifications Wales could bring them or Qualifications Wales into disrepute.

5. Funding Pre-Conditions

- (a) Qualifications Wales will not pay any of the Funding to the Recipient until the Recipient has provided Qualifications Wales with the following information and documentation:
 - i. documentary evidence that the signatories who have signed the form of acceptance endorsed on the counterpart of the Offer Letter on behalf of the Recipient are duly authorised to do so;
 - ii. the signed form of acceptance of the counterpart of the Offer Letter.
- (b) Where the Recipient is required to provide information and documentation to Qualifications Wales as evidence that the Recipient has satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to Qualifications Wales. Qualifications Wales reserves the right to reject any information and documentation which is for any reason not acceptable to Qualifications Wales.

6. Funding Claims

- (a) The Funding will be paid to the Recipient in arrears based on Costs Incurred by the Recipient in the delivery of the Purposes as detailed in the Payment Profile.
- (b) The Recipient must claim the Funding in accordance with the dates set out in the Payment Profile.
- (c) The Recipient must claim the Funding promptly. Qualifications Wales reserves the right to withdraw any part of the Funding that the Recipient does not claim promptly.
- (d) The Recipient must submit their claim for payment of Funding to the Grant Manager in the form of an invoice, clearly marked:
- (e) The Recipient must invoice Qualifications Wales on completion of each instalment of the payment profile in Schedule X. The invoice should include the grant title as advised in the offer letter and the instalment number to which the claim relates. Each invoice shall be accompanied by the documents listed in Schedule X to verify the accuracy of the invoice

- (f) Qualifications Wales will aim to pay all valid claims as soon as possible and typically within 30 days.

7. Recipient's Obligations

The Recipient must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of its management, employees and/or suppliers and notify Qualifications Wales immediately if the Recipient has reason to suspect that any fraud has occurred or is occurring or is likely to occur. The Recipient must also participate in such fraud prevention initiatives as Qualifications Wales 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. Qualifications Wales reserves the right to require proof of insurance;
- (d) co-operate fully with the Grant Manager and with any other employee of Qualifications Wales or consultant appointed by Qualifications Wales to monitor the use of the Funding and compliance with these Conditions by the Recipient.

8. Notification Events and their consequences

- (a) The Recipient must notify the Grant Manager immediately if a Notification Event has occurred or is likely to occur but Qualifications Wales also reserves the right to notify the Recipient where it a Notification Event has occurred or is likely to occur.
- (b) Qualifications Wales will seek to discuss the Notification Event with the Recipient and to agree a course of action to be taken to address the Notification Event and in doing so Qualifications Wales will consider both the seriousness of the Notification Event and whether or not it can be remedied.
- (c) Qualifications Wales will be entitled to take any of the actions listed in Condition 8(d) if:
 - i. despite its reasonable efforts it has been unable to discuss the Notification Event with the Recipient, or
 - ii. it notifies the Recipient that the Notification Event is not capable of remedy, or
 - iii. a course of action is agreed with the Recipient but they 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 the satisfaction of Qualifications Wales.
- (d) If any of the circumstances set out in Condition 9(c) occurs Qualifications Wales may by notice to the Recipient:
 - i. withdraw the award of Funding; and/or
 - ii. require the Recipient 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 Qualifications Wales may specify; and/or
 - v. deduct all amounts owed to Qualifications Wales under these Conditions from any other funding that it has awarded or may award to the Recipient; and/or
 - vi. exercise any other rights against the Recipient which Qualifications Wales may have in respect of the Funding.
- (e) All repayments of Funding must be made to Qualifications Wales within 30 days of the date of the demand. The Recipient 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 Qualifications Wales (acting reasonably) from time to time for this purpose and notified to you in writing in accordance with any relevant legislation. 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. The Recipient must pay the interest together with the overdue repayment.

9. Monitoring Requirements

The Recipient must:

- (a) provide Qualifications Wales with such documents, information and reports referred to in Schedules X and X which it may reasonably require from time to time in order for Qualifications Wales to monitor compliance with the Conditions;
- (b) meet with the Grant Manager and such other of Qualifications Wales' representatives as it may from time to time reasonably require;
- (c) ensure that the Project Manager (or such other person as Qualifications Wales may agree) attends all meetings with the Grant Manager;
- (d) permit the Grant Manager and such other of Qualifications Wales' representatives to carry out monitoring or evaluation visits and attend meetings held by the Recipient in relation to the Grant.

10. Audit Requirements

The Recipient must:

- (a) maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
- (b) without charge, permit any officer or officers of Qualifications Wales, representatives of Qualifications Wales, Wales Audit Office, Welsh Government or any UK subsidy enforcement body at any reasonable time and on reasonable notice being given to you to visit the Recipient's premises and/or to inspect any of its activities and/or to examine and take copies of its books of account and such other documents or records as in such officer's reasonable view may relate in any way to the use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by Qualifications Wales, Audit Wales, the Welsh Government, or UK subsidy enforcement body or any officer, servant or agent of any of the above;
- (c) retain this letter and all original documents relating to the Funding for ten years following the end of the grant period.

11. Third Party Obligations

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

12. Intellectual Property Rights & Publicity

- (a) Nothing in these Conditions transfers to Qualifications Wales any rights in any intellectual property created by the Recipient as a result of the Purposes.
- (b) The Recipient must acknowledge Qualifications Wales' support on all publicity, press releases and marketing material produced in relation to the Purposes. Such acknowledgement must be in a form approved by Qualifications Wales and must comply with Qualifications Wales' branding guidelines.
- (c) The Recipient must provide the Grant Manager with a copy of all material listed in Condition 12(b) for Qualifications Wales' approval before any such material is published and the Recipient may not publish such material without the prior written approval of Qualifications Wales. Qualifications

Wales will endeavour to respond to all written requests for approval within 10 working days.

- (d) The Recipient agrees that from the date of offer letter until 5 years from the date of the final payment of Funding Qualifications Wales may include details about the Recipient's organisation and business, the Funding and the Purposes in Qualifications Wales promotional materials and the Recipient further agrees to cooperate with reasonable requests to achieve the production of such materials.

13. Access to Information

- (a) The Recipient acknowledges that Qualifications Wales is 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 2018 (the "**DPA**") which is the GDPR.
- (b) The Recipient acknowledges that Qualifications Wales is responsible for determining in its absolute discretion whether:
 - i. to disclose any information which Qualifications Wales has obtained under or in connection with the Funding to the extent that it is 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.

14. Buying Goods and Services

If the Recipient decides 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 the Recipient has achieved best value in the use of public funds. If the Recipient is a public body, the Recipient will comply with the relevant legislation on procurement.

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

The Recipient: The Project Manager as stated in Schedule X.

Qualifications Wales: The Grant Manager as stated in Schedule X.

(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.

16. Equal Opportunities

The Recipient shall

- (a) perform its obligations under these Conditions of Grant (including those in relation to the Purposes) in accordance with:
- i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - ii) Qualifications Wales' equality and diversity policy as provided to the Recipient from time to time
 - iii) any other requirements and instructions which Qualifications Wales reasonably imposes in connection with any equality obligations imposed on Qualifications Wales at any time under applicable equality Law;
- and
- (b) take all necessary steps, and inform Qualifications Wales of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

17. Welsh Language

Where the Purposes include or relate to the provision of services or written materials (including signage and information published online) in Wales, there must be equal provision of the services or materials in Welsh and English, unless it would be unreasonable or disproportionate to do so.

18. Sustainable Development and Social Cohesion

The Recipient's use of the Funding must (where reasonably practicable) support Qualification Wales' well-being objectives as published from time to time.

19. Human Rights, Anti-Slavery and Human Trafficking

The Recipient must comply with the provisions of the Human Rights Act 1998 and the Modern Slavery Act 2015 in the delivery of the Purposes.

20. Data Protection

- (a) The Recipient consents to Qualifications Wales holding and processing data relating to the Recipient for legal, personnel, administrative and management purposes and in particular to the processing of any Personal Data and / or Special Category Data as defined in the Data Protection Legislation relating to the Recipient including, as appropriate, information relating to any criminal proceedings in which the Recipient has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.
- (b) The Recipient consents to Qualifications Wales making such information available to any person who provide products or services to Qualifications Wales such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of Qualifications Wales or any part of its business.
- (c) Qualifications Wales may transfer the Recipient's data to third parties only when this is necessary to fulfil the Grant (for example, in order to make payments to the Recipient) or for analysis of third party expenditure data. All third parties processing Personal Data and / or Special Category Data on Qualifications Wales' behalf are required under contract to abide by the EU General Data Protection Regulation.
- (d) Qualifications Wales will retain the Recipient's personal information for the length of the Agreement and thereafter according to Qualifications Wales' retention schedule.
- (e) Subject to some legal exceptions, the Recipient has the right to:
 - request a copy of the personal information Qualifications Wales holds about the Recipient.
 - to have any inaccuracies corrected
 - to have the personal data erased
 - to place a restriction on our processing of the Recipient's data
 - to object to processing
 - to request the Recipient's data to be ported (data portability).
- (f) The Recipient shall comply with the Qualification's Wales' data protection policy and relevant obligations under the Data Protection Legislation and associated codes of practice when processing Personal Data and / or

Special Category Data relating to any employee, worker, customer, client, supplier or agent of the Recipient.

- (g) The Recipient will be required to: Use reasonable efforts working with Qualifications Wales to agree the provision of data relating to the delivery and award of the supported Qualifications for the purpose of enabling Qualifications Wales to monitor the effectiveness of the support. Qualifications Wales may from time to time require data to be provided, this may include but is not limited to candidate level entry and award data, data on Welsh-medium uptake, data on costs and revenues. We may consider introducing a data sharing agreement during the life of the Agreement.

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 the part of Qualifications Wales 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 Qualifications Wales and the Recipient in the same manner as the offer letter.
- (d) The Recipient may not assign, novate or otherwise dispose of in any way its rights, benefits, obligations or duties under these Conditions unless agreed in advance with Qualifications Wales.
- (e) Qualifications Wales may novate the award of Funding to another body established to perform the functions previously performed by the Recipient and able to deliver the Targets in line with the Purposes should the Recipient cease to exist or there be a change in its formation. The Recipient shall, at Qualifications Wales' request, enter into a novation agreement in such form as Qualifications Wales shall reasonably specify in order to enable Qualifications Wales to exercise its rights pursuant to this Clause 20 e).
- (f) Conditions 7, 8, 10, 13, 14 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.
- (g) The award of the Funding is to the Recipient 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.

- (h) Any reference in these Conditions to a law is a reference to such law as it is in force from time to time, taking account of any amendment, extension, application or re-enactment and includes any sub-ordinate legislation for the time being in force made under it.
- (i) 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.