

Authorities as set out at Annex B

Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT Tel: 0370 000 2288 www.gov.uk/dfe

Date: September 2022

Dear Colleague,

Re: S31 Grant Determination (Ring-Fenced) Letter for Multiply Funding: No. 31/6266

This Determination is made between:

- (1) The Secretary of State for the Department for Education ("the Secretary of State"); and
- (2) The Greater London Authority ("GLA"), mayoral combined authorities ("MCA") and upper tier and unitary local authorities ("Local Authorities") set out at Annex B (each an "Authority").

The Government wants everyone to have the opportunity to learn and develop the essential skills that they need to succeed at any age. We know that numeracy is universally important for individuals' life chances, and for the United Kingdom's economy as a whole. Multiply aims to see meaningful participation that boosts people's ability to use maths in their daily life, at home and work – and enables adults to achieve formal qualification that can open doors for them (such as into a job, progression in a job, or progression to further study).

On 13 April 2022, the Department for Education ("the Department") published our <u>Multiply Investment Prospectus</u> allocating funding to local areas across England to deliver programmes that improve adult numeracy (for adults aged 19 and above), over the next three years. The prospectus invited the Greater London Authority, mayoral combined authorities and upper tier and unitary local authorities outside of these areas in England, to develop investment plans for bespoke adult numeracy programmes, against the national menu of interventions as set out within the Multiply prospectus.

This letter and the following annexes provide further detail.

- Annex A contains the Multiply Local Allocations Grant Determination.
- Annex B confirms the maximum amount of funding available to each Authority in the financial year (FY) 2022-23 (1 April 2022 to 31 March 2023. Actual payment amounts are subject to the Department approving investment plans and will align to the approved spend profile within.
- Annex C sets out the conditions that apply to the grant.
- Annex D contains the statement of grant usage for Multiply grant funding that the Chief Executive/Chief Financial Officer of each of the recipient Authorities must sign and return at the end of the FY 2022-23, confirming that the grant was received and was spent wholly on the purposes for which it was given.
- Annex E sets out the reporting template and schedule for FY 2022-23.
- **Annex F** contains a Memorandum of Understanding, which is to be entered into between each Authority and the Department and contains further details on the objectives and principles for the use of funding and the respective responsibilities of each Authority.
- Annex G contains a copy of your approved investment plan
- Annex H contains your grant payment schedule

We are providing this grant as a Section 31 ring-fenced transfer under the Local Government Act 2003 and have copied this grant letter to the Chief Executive / Chief Finance Officer of your organisation for information.

Enquiries

Please contact <u>Multiply.INVESTMENTPLANS@education.gov.uk</u> for further information.

Signed by authority of the Secretary of State for Education,

Becca Taber Deputy Director Basic Skills and Multiply Labour Market, Skills and Funding Directorate

Multiply Local Allocations GRANT DETERMINATION 2022: No 31/6266

The Secretary of State for Education ("**the Secretary of State**"), in exercise of the powers conferred by section 31 of the Local Government Act 2003, makes the following determination:

Citation

1) This determination may be cited as the "Multiply Local Allocations" Grant Determination for FY 2022-23 31/6266.

Purpose of the grant

2) The purpose of the Multiply grant is to provide support to Authorities in England towards expenditure lawfully incurred or to be incurred by them in delivering targeted numeracy provision to adults aged 19 years and above, up to and including Level 2, boosting people's ability to use maths in their daily life at home and work – and enabling them to achieve a formal qualification that can open doors for them.

Determination

3) The Secretary of State determines the Authorities to which grant is to be paid and the amount of grant to be paid, the Authorities and the maximum amounts set out in Annex B.

Grant conditions

4) Pursuant to section 31(4) of the Local Government Act 2003, the Secretary of State determines that the grant will be paid subject to the conditions in Annex C.

Payment arrangements

5) Subject to paragraph 6 below, and your authorised signatory approving in MYESF by 10pm on 2 September 2022 the grant will be paid to the Authorities in one instalment on or before 20 September 2022. Approval after this date will result in a later payment. The maximum funding allocation is set out at Annex B. Actual payment amounts are subject to the Department approving investment plans and will align to the approved spend profile within.

6) The payment of the grant is subject to the Department's approval of the relevant Authority's local investment plan. It is anticipated that most investment plans will be of high quality and therefore will be approved and payments made in September 2022. However, if investment plans require further work, this may lead to delays in payment and delivery.

Treasury consent

7) Before making this determination the Secretary of State obtained the consent of the Treasury.

Signed by authority of the Secretary of State for Education

Becca Taber Deputy Director Basic Skills and Multiply Labour Market Skills and Funding Directorate

ANNEX B

FY 2022-23: Maximum Multiply funding allocation available to specified Authorities, subject to the approval of Investment Plans. Actual payment amounts are subject to the Department approving investment plans and will align to the approved spend profile within.

Type of Authority	ity Authority to which grant is to be paid		ority Authority to which grant is to be paid Maximum Amount (
Mayoral Combined Authority	Greater Manchester Combined Authority	4,348,860.40		
Mayoral Combined Authority	Liverpool City Region Combined Authority	2,532,035.38		
Mayoral Combined Authority	Cambridgeshire and Peterborough Combined Authority	1,209,056.35		
Mayoral Combined Authority	Tees Valley Combined Authority	1,097,934.45		
Mayoral Combined Authority	West Midlands Combined Authority	5,069,132.85		
Mayoral Combined Authority	West of England Combined Authority			
	Areas to benefit from Multiply:			
Unitary Authority	West of EnglandNorth Somerset Council	1,090,932.03 253,119.29		
Mayoral Combined Authority	South Yorkshire Combined Authority	2,193,767.71		
Mayoral Combined Authority	North of Tyne Combined Authority	1,248,183.52		
Mayoral Combined Authority	West Yorkshire Combined Authority	3,774,135.82		
Greater London Authority	Greater London Authority	12,378,899.73		
Unitary Authority	Blackburn with Darwen Borough Council	257,285.53		
Unitary Authority	Blackpool Borough Council	233,005.70		
Unitary Authority	Bournemouth, Christchurch and Poole Council	520,972.78		
Unitary Authority	Bracknell Forest Borough Council	190,408.22		

Type of Authority	Authority to which grant is to be paid	Maximum Amount (£)
Unitary Authority	Brighton and Hove City Council	277,514.40
Unitary Authority	Buckinghamshire Council	655,930.64
Unitary Authority	Central Bedfordshire Council	
	Areas to benefit from Multiply:	
	Central Bedfordshire CouncilBedford Borough Council	418,832.05 243,138.46
Unitary Authority	Cheshire East Council	464,235.17
Unitary Authority	Cheshire West and Chester Council	452,673.15
Unitary Authority	Cornwall Council	741,427.44
Upper Tier Local Authority	Cumbria County Council	703,339.98
Unitary Authority	Derby City Council	404,984.92
Upper Tier Local Authority	Derbyshire County Council	1,137,603.28
Upper Tier Local Authority	Devon County Council	946,554.61
Unitary Authority	Dorset Council	477,153.95
Upper Tier Local Authority	County Durham Council	847,441.85
Unitary Authority	East Riding of Yorkshire Council	460,634.59
Upper Tier Local Authority	East Sussex County Council	762,901.00
Upper Tier Local Authority	Essex County Council	2,390,882.63
Upper Tier Local Authority	Gateshead Council	353,606.32
Upper Tier Local Authority	Gloucestershire County Council	829,109.97
Upper Tier Local Authority	Hampshire County Council	1,752,598.97
Unitary Authority	Herefordshire Council	273,058.50

Type of Authority	Authority to which grant is to be paid	Maximum Amount (£)	
Upper Tier Local Authority	Hertfordshire County Council	1,760,896.60	
Unitary Authority	Isle of Wight Council	201,528.41	
Upper Tier Local Authority	Kent County Council	2,279,890.35	
Upper Tier Local Authority	Kingston upon Hull City Council	463,605.89	
Upper Tier Local Authority	Lancashire County Council	1,787,344.91	
Unitary Authority	Leicester City Council	643,279.29	
Upper Tier Local Authority	Leicestershire County Council	905,939.03	
Upper Tier Local Authority	Lincolnshire County Council	1,215,854.22	
Unitary Authority	Luton Borough Council	369,920.29	
Unitary Authority	Medway Council	440,841.71	
Upper Tier Local Authority	Milton Keynes Council	404,164.79	
Upper Tier Local Authority	Norfolk County Council	1,411,729.94	
Upper Tier Local Authority	North East Lincolnshire Council	291,053.14	
Unitary Authority	North Lincolnshire Council	304,679.38	
Unitary Authority	North Northamptonshire Council	577,331.62	
Upper Tier Local Authority	North Yorkshire County Council	806,587.98	
Unitary Authority	Nottingham City Council	559,959.23	
Upper Tier Local Authority	Nottinghamshire County Council	1,286,477.86	
Upper Tier Local Authority	Oxfordshire County Council	779,533.23	
Unitary Authority	Plymouth City Council	398,323.84	
Unitary Authority	Portsmouth City Council	326,654.00	
Unitary Authority	Reading Borough Council	215,165.64	

Type of Authority	Authority to which grant is to be paid	Maximum Amount (£)	
Unitary Authority	Rutland County Council	43,633.56	
Unitary Authority	The Shropshire Council 426,29		
Unitary Authority	Slough Borough Council	245,109.28	
Upper Tier Local Authority	Somerset County Council	751,326.21	
Upper Tier Local Authority	South Tyneside Council	245,001.23	
Unitary Authority	Southampton City Council	357,503.66	
Unitary Authority	Southend on Sea Borough Council	302,251.65	
Upper Tier Local Authority	Staffordshire County Council	1,266,380.71	
Unitary Authority	Stoke-on-Trent City Council	479,221.39	
Upper Tier Local Authority	Suffolk County Council	1,134,465.24	
Upper Tier Local Authority	Sunderland City Metropolitan Borough Council	496,337.03	
Upper Tier Local Authority	Surrey County Council	1,439,776.74	
Unitary Authority	Swindon Borough Council	365,701.90	
Unitary Authority	Telford and Wrekin Borough Council	287,380.92	
Unitary Authority	Thurrock Council	346,144.40	
Unitary Authority	Torbay Council	185,615.55	
Unitary Authority	Warrington Borough Council	277,105.97	
Upper Tier Local Authority	Warwickshire County Council	768,922.78	
Unitary Authority	West Berkshire Council	203,926.12	
Unitary Authority	West Northamptonshire Council	574,774.19	
Upper Tier Local Authority	West Sussex County Council	1,115,290.58	
Unitary Authority	The Wiltshire Council	637,602.12	

Type of Authority Authority to which grant is to be paid		Maximum Amount (£)	
Upper Tier Local Authority	Royal Borough of Windsor and Maidenhead	159,500.59	
Unitary Authority	Wokingham Council	189,699.35	
Upper Tier Local Authority	Worcestershire County Council	814,079.15	
Unitary Authority	City of York Council	224,111.16	

Grant Conditions

Eligible expenditure

- 1. The grant paid to the Authority under this Determination is ring-fenced. This means the funding can only be used to support 'Eligible Expenditure'.
- 2. 'Eligible Expenditure' means allocations made by the Authority, or any person acting on behalf of the Authority, between 1 April 2022 and 31 March 2023, for the purpose of delivering the Multiply programme.
- 3. Interventions should not displace, replace and / or duplicate any existing adult numeracy provision, such as activity funded through the existing Adult Education Budget (AEB) statutory entitlement for maths qualifications.
- 4. If the Authority incurs any of the following costs, those costs must be excluded from Eligible Expenditure:
 - a) contributions in kind;
 - b) capital expenditures and spending on the purchase of assets, for example buildings, furniture, fittings. This includes the purchase of information technology that is treated as capital expenditure for accounting purposes;
 - c) depreciation, amortisation or impairment of fixed assets owned by the Authority;
 - d) input VAT reclaimable by the Authority from HM Revenue and Customs;
 - e) interest payments or service charge payments for finance leases;
 - f) gifts;
 - g) entertaining (which for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations);
 - h) statutory fines, criminal fines or penalties;
 - i) any activities that are not related to the provision of basic numeracy skills provision; and/or
 - j) any activities that the Authority would otherwise be able to access free of charge.

Items valued below £2,500 are not counted as capital assets, even where they have a productive life of more than one year. IT expenditure, for example software, that can be appropriately accounted for as revenue spend is permitted but must demonstrate good value for money and be agreed by the Department in advance.

VAT

5. Total Eligible Expenditure may include irrecoverable VAT, but the Authority will not be able to claim for additional funding above the amount that it has been awarded to cover any additional VAT liability.

Further information in relation to the Department's position in relation to VAT can be found in the Department's standard <u>grant terms and</u> <u>conditions</u>.

Grant Usage

- 6. The grant shall be used by the Authority to deliver the activities that it has set out in its approved investment plan for the Multiply programme. These may, in principle, include proposals for a wide variety of activity that:
 - a) increase the number of adults achieving maths qualifications (up to, and including, Level 2 – with GCSEs and FSQs as our qualification of choice in England);
 - b) improve labour market outcomes; and
 - c) increase adult numeracy across the population

Examples of activities could include:

- a) Courses designed to increase confidence with numbers for those needing the first steps towards formal numeracy qualifications;
 - b) Courses designed to help people use numeracy to manage their money;
 - c) Innovative numeracy programmes delivered together with employers

 including courses designed to cover specific numeracy skills
 required in the workplace;
 - d) Courses aimed at people who can't apply for certain jobs because of lack of numeracy skills and/or to encourage people to upskill in numeracy order to access a certain job/career;
 - e) New intensive and flexible numeracy courses targeted at people without Level 2 maths, leading to a Functional Skills Qualification;
 - f) Courses for parents wanting to increase their numeracy skills in order to help their children and help with their own progression;
 - g) Numeracy courses aimed at prisoners, those recently released from prison or on temporary licence;
 - h) Numeracy courses aimed at those 19 or over that are leaving, or have just left, the care system;
 - Numeracy activities, courses or provision developed in partnership with community organisations and other partners aimed at engaging the hardest to reach learners – for example, those not in the labour market or other groups identified locally as in need;

- j) Additional relevant maths modules embedded into other vocational courses; and
- k) Performance monitoring and evaluation of the Multiply programme.
- Proposals in the investment plan that are "off menu". Where the Authority can demonstrate a strong rationale for the activity, and can evidence impact and value for money, these have been approved by the Department.
- 7. An Authority may use the grant to contribute to a fund made up of:
 - a) contributions by the Authority from both the Multiply grant and other sources of funding, for example from other relevant Authority funding, or from payments made by a private sector or civil society organisation; or
 - b) contributions by the Authority and one or more of any of the following bodies:

(i) another Local Authority, Mayoral Combined Authority or the Greater London Authority;

- (ii) another public body; or
- (iii) a private sector or civil society organisation,

provided that the conditions specified in paragraph 8 are met.

- 8. The conditions referred to in paragraph 7 are that:
 - a) the fund must be one out of which payments are made towards expenditure incurred in the provision of, the interventions described in paragraph 6; and
 - b) the Authority must be satisfied that, having regard to the contribution from the Multiply grant, the total expenditure to be met from the fund and the adult numeracy skills benefit to be derived from the use of the fund, the arrangements provide value for money.
- 9. At the end of the Financial Year 2022–23 (1 April 2022 31 March 2023), grant usage will be calculated based on qualifying Multiply expenditure in Financial Year 2022–23.
- 10. Grant usage is expected to meet the indicative outputs and outcomes detailed in each Authority's Investment Plan, as attached at Annex F.

Ways of Working

11. The Authority has agreed to the Memorandum of Understanding in Appendix C and will comply with the ways of working set out in such Memorandum of Understanding in relation to this grant.

Reporting

- 12. At the end of the Financial Year 2022-23, each Authority shall provide a statement of grant usage to evidence legitimate spend of the grant, in the format specified at Annex D.
- 13. The statement of grant usage is to be reproduced on headed paper of the Authority and comprises of three parts:
 - a) Statement of assurance;
 - b) Statement of expenditure; and
 - c) Full Year Report
- 14. Such statement must:
 - a) accurately record information to enable the Department to understand:
 - the extent to which the Authority has delivered against the outputs and outcomes specified in their investment plan;
 - their total spend within the financial year; and
 - whether recovery of underspend is required.
 - b) be certified by the Authority's Chief Executive or Section 151 Officer (Section 151 of LGA 1972), Section 73 Officer (Section 73 of LGA 1985), or Chief Finance Officer (Section 127 of the GLA Act 1999) as applicable) that, to the best of their knowledge, the amounts shown on the statement relate to Eligible Expenditure on Multiply and that the grant has been used for the purposes intended, as set out in this Determination.

Chief Executives have been provided with a statement of assurance for their signature at Annex D. These should be submitted to <u>Multiply.INVESTMENTPLANS@education.gov.uk</u> no later than 30 April 2023.

- 15. In the event of a material difference (any amount exceeding £1000) identified through the assurance process a further adjustment will be made to the Authority's future payments to recover any difference. Where there are insufficient future payments planned, the Authority will be invoiced for the material difference.
- 16. The Secretary of State may require a further external validation to be carried out by an appropriately qualified independent accountant or auditor of the use of the grant where the statement of grant usage referred to in paragraph 12 above fails to provide sufficient assurance to the Secretary of State that the grant has been used in accordance with these conditions.
- 17. In the event that an amount of acceptable statement of grant usage cannot be agreed between both Parties, then the final decision will rest

with the Secretary of State.

18. Each Authority will complete quarterly delivery progress reporting in the format set out in Annex E through a digital form against outputs as laid out in its investment plan.

Financial management

- 19. Each Authority must maintain a robust system of internal financial controls and inform the Department promptly of any significant financial control or governance issues raised by its internal or external auditors.
- 20. If an Authority identifies any overpayment of the grant, the Authority must repay this amount within 30 days of it coming to their attention.
- 21. If an Authority has any grounds for suspecting financial irregularity in the use of any grant paid under this determination, it must notify the Department immediately, explain what steps are being taken to investigate the suspicion and keep the Department informed about the progress of the investigation. For these purposes "financial irregularity" includes fraud or other impropriety, mismanagement, and the use of the grant for purposes other than those for which it was provided.

Public Procurement

- 22. Each Authority will ensure that any of its representatives involved in the delivery of the Multiply programme will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the grant.
- 23. Where an Authority is a contracting authority within the meaning of the Public Contracts Regulations 2015 ('**the PCR 2015**'), the Authority will comply, as necessary, with the PCR 2015 regulations when procuring goods and services in connection with the delivery of the Multiply Programme. The Department shall not be liable for an Authority's failure to comply with its obligations under PCR 2015.
- 24. Where a grant is being made to Authorities that are acting in a consortium, such Authorities must have a signed consortium agreement in place between them prior to receiving the funding detailing how they will ensure that all Authorities within the consortium will act in compliance with these grant conditions. The relevant Authorities will consult with the Department prior to making any material changes to the consortium agreement or terminating it. If the Department are not consulted in respect of such changes or termination, or are not comfortable with the changes being sought, it may seek repayment of any unspent amount of the grant.

External audit arrangements

25. Each Authority's own appointed auditors are responsible for auditing the financial statements of the Authority and for reaching a conclusion on that Authority's overall arrangements for securing economy, efficiency and effectiveness in the use of resources. The use of, and accounting for, the Multiply grant and the arrangements for securing value for money, efficiency and effectiveness in doing so fall within the scope of the work that appointed auditors may plan to carry out, having regard to the risk of material error in the Authority's accounts and significance.

Records to be kept

- 26. Each Authority must maintain reliable, accessible and up to date accounting records with an adequate audit trail for all expenditure funded by that Authority by grant monies under this Determination.
- 27. Each Authority and any person acting on behalf of each Authority must allow: a) the Comptroller and Auditor General or appointed representatives; and b) the Secretary of State or appointed representatives; free access at all reasonable times to all documents (including computerised documents and data) and other information as is connected to the grant payable under this Determination, or to the purposes for which grant was used, subject to the provisions in paragraph 29.
- 28. The documents, data and information referred to in paragraph 27 are such as the Secretary of State or the Comptroller and Auditor General may reasonably require for the purposes of the Secretary of State's or the Comptroller and Auditor General's financial audit or that any department or other public body may reasonably require for the purposes of carrying out examinations into the economy, efficiency and effectiveness with which any department or other public body has used its resources. An Authority must provide such further explanations as are reasonably required for these purposes.
- 29. Paragraphs 27 and 28 do not constitute a requirement for the examination, certification or inspection of the accounts of an authority by the Comptroller and Auditor General under section 6(3) of the National Audit Act 1983. The Comptroller and Auditor General will seek access in a measured manner to minimise any burden on the authority and will avoid duplication of effort by seeking and sharing information with the Audit Commission.

Breach of conditions and recovery of grant

30. If an Authority fails to comply with any of these conditions, or any overpayment is made under this Determination, or any amount is paid in error, or if an Authority's Chief Executive or (the Authority's Section S151, Section 73 or Section 127 Officer) are unable to provide reasonable assurance that the statement of grant usage, in all material respects, fairly presents the Eligible Expenditure, in the relevant period, in accordance

with the definitions and conditions in this Determination, or any information provided is incorrect, the Secretary of State may reduce, suspend or withhold grant payments or require the repayment of the whole or any part of the grant monies paid, as may be determined by the Secretary of State and notified in writing to the Authority. Such sum as has been notified will immediately become repayable to the Secretary of State who may set off the sum against any future amount due to the Authority from the Department.

Underspends

- 31. The Department will assess any net under or over delivery against the Authority's total grant for FY 2022-23.
- 32. Following the end of FY 2022-23, the Department will recover any net underspend below 100% of the total ring-fenced grant provided in Financial Year 2022-23, subject to the provisions in paragraph 33, by setting off any recovery against future payments to the Authority. Where there are insufficient future payments planned, the Authority will be invoiced for the material difference. Prior to any payment, the Department will be entitled to make deductions or deferments in respect of any disputes or claims whatsoever with or against the Authority, arising from this Determination or any other agreement between the Authority and the Department.
- 33. If an Authority utilises an external supplier, they must ensure Value for Money, specifically in regard to the pricing and payment mechanism they agree.
- 34. It will be made clear in the Authority's Grant Determination (Ring-fenced) Letter issued for FY 2023-24 that any reduction in the Authority's grant attributed to FY 2022-23 is in arrears.

Evaluation

- 35. The Department will undertake or engage a third party to undertake an evaluation of Multiply. In relation to any such activity, the Authority will:
 - a) Provide all reasonable assistance;
 - b) Respond to all reasonable requests; and
- c) Provide any information reasonably required.

ANNEX D

Multiply ring-fenced grant 2022 - 2023

Year End Statement of Grant Usage 22/23: No 31/6266 (relevant Authority to update and submit on headed paper)

[Insert name of relevant Authority] Date: DD/MM/YYYY

Statement of Assurance: Multiply Grant Determination

As the Authority's Chief Executive / Section 151 Officer/ Section 73 Officer (Section 73 of LGA 1985) / Chief Finance Officer (Section 127 of the GLA Act 1999), I have reviewed the Multiply Statement of Expenditure form and can confirm that the grant has been used solely to deliver Multiply. I also confirm that the amounts stated in the statement of expenditure are a true reflection of how the grant has been spent.

I affirm that where funding has been combined ('pooled') with funds from other sources the monies have been used in accordance with the conditions attached to the grant.

Multiply providers' learner data capture

[The checks the Authority makes on providers' learner data capture for Multiply delivery should be described here.]

Internal or external audits which are conducted on Multiply

[The internal or external audit the Authority conducts in relation to Multiply spend should be described here. Please provide a copy of the relevant report(s)]

Declaration

"I have carried out the appropriate investigations and checks and, in my opinion, the conditions attached to S31 Grant Determination No. 31/5508 have been complied with. The organisation's financial systems that recorded the income and expenditure of this Grant have provided sufficient internal control for the purposes of this certification."

[Signed / Name / Position] [Signed / Name / Position]

Chief Executive / Section 151 Officer / Section 73 Officer (Section 73 of LGA 1985) / Chief Finance Officer (Section 127 of the GLA Act 1999)]*[delete as appropriate]

Statement of Expenditure



کی Department for Education

Multiply Statement of Expenditure to the DfE for period 1 April 2022 - 31 March 2023

Authority Name		1	Please ensure that th	e Q4 report includes a break	down of expenditure. In signing this form, the details in this Statement of Expenditure align with the values in the Q4 report.
		1			
Name of Person C	Completing the Return			1	
Email Address of F	Person Completing Return			1	
	• •				
Financial stateme	nt to the DfE for period 1 April 2022 – 31 Ma	rch 2023 - Please en	sure all figures rela	ate to this time peri	od
		Total spend		(from own or	
Intervention				partner	
					Rationale of Delivery against Intervention
		year	rianapiy erant	resources,	rationale of Deartery against intertention
1					
	Total	£ -	£ -	£ -	
	Multiply Allocation Financial Year 2022 - 23				
	Admin Allocation (maximum 10%)				
	Balance				

Authorised Officer Sign-Off NB: without a completed declaration, we will not accept this form.

Name	
Position	
Email address	
Date (YYYY-MM-DD)	

DECLARATION: As the designated Chief Executive / Section 151 Officer / Section 73 Officer (Section 73 of LGA 1985) / Chief Finance Officer (Section 127 of the GLA Act 1999))* (delete as appropriate), I certify that I am satisfied that the data submitted in this return are correct and that the expenditure reported has been spent in accordance with the requirements and conditions of grant.

Chief Executive / Section 151 Officer / Section 73 Officer (Section 73 of LGA 1985) / Chief Finance Officer (Section 127 of the GLA Act 1999)]"[delete as appropriate] Signature:

Multiply reporting FY 2022 - 2023

To ensure Multiply funding is spent on relevant activities and to fulfil the Department's obligation to monitor spend, we will be requesting a range of information from Authorities. We have provided a summary of the type of information which will be required below.

Please see Appendix C of the Multiply Memorandum of Understanding for details of the schedule for this reporting. Further details will be provided to Authorities on the information required and how reports should be returned.

	Information Descriptor
1.	Progress against plan How on track are you to deliver the interventions set out in your investment plan?
2.	Metrics How on track are you to deliver the outputs and outcomes most relevant to the interventions set out in your investment plan?
3.	 Spend How much Multiply grant funding has been utilised up to the end of the reporting period broken down by: Individual interventions as set out in your investment plan Admin costs, as set out in your investment plan Overall spend on Multiply activity
4.	Issues, risks, challenges and opportunities
5.	Programme learning
6.	Change requests

ANNEX F

Multiply

Memorandum of Understanding

For Mayoral Combined Authorities, the Greater London Authority, and upper tier/unitary local authorities outside of these areas in England

August 2022

Contents

Introduction

- 1. Background
- 2. Purpose
- 3. Context
- 4. Principles of collaboration
- 5. Ways of working
- 6. Costs and liabilities
- 7. Confidentiality
- 8. Data protection and record keeping
- 9. Review and amendments
- 10. Escalation procedure
- 11. Miscellaneous

Signed

Appendix A: List of Authorities to whom this Memorandum of Understanding applies

- Appendix B: Payments Process
- Appendix C: Reporting Cycle

Introduction

THIS **MEMORANDUM OF UNDERSTANDING** (which expression shall include the Appendices) ('**MoU**') is dated on the date that it is accepted by the relevant Authority through

Between:

(1) THE SECRETARY OF STATE FOR EDUCATION of Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT ('the Secretary of State'), acting through - the Department for Education ('the Department'), a Department of Her Majesty's Government responsible for child protection, education (compulsory, further and higher education), apprenticeships and wider skills in England; and

and

(2) each of THE AUTHORITIES listed at Annex A

Each a **'Party'**, together the **'Parties'**. Where an activity is to be undertaken by the Department, or an Authority, this is specified.

References to a '**Financial Year**' in this MoU are to the period running from 1 April in one calendar year to 31 March in the following calendar year.

References to '**Data Protection Legislation'** in this MoU are to UK Data Protection Legislation, that is the General Data Protection Regulation (Regulation (EU) 2016/679) ('**UK GDPR'**), tailored by the Data Protection Act 2018. The terms Personal Data, Controller, Data Subject, Personal Data Breach and Processor when used in this MoU all have the meaning given to them in the UK GDPR.

1. Background

- 1.1. The GLA, mayoral combined authorities, and upper tier/unitary authorities ("the Authorities") referred to at Annex A have agreed to deliver Multiply: a programme of meaningful adult numeracy interventions, delivered at a local level to improve adult functional numeracy levels and enable adults to achieve a formal qualification that can open doors for them (such as into a job or progression to further study) ("Multiply"). These interventions will take place across the Spending Review period (2022-23 to 2024-25).
- 1.2. The overall objective of Multiply is to increase the levels of functional numeracy in the adult population (aged 19 years and above) across the UK, as identified by following success measures:
 - More adults achieving maths qualifications courses (up to, and including, Level 2 with GCSEs and FSQs as the qualifications of choice in England or equivalent);
 - Improved labour market outcomes e.g. fewer numeracy skills gaps reported by employers, and an increase in the proportion of adults that progress into sustained employment and / or education; and
 - Increased adult numeracy across the population this overall impact, which goes beyond achieving certificates or qualifications, will track both the perceived and actual difference taking part in the programme makes in supporting learners to improve their understanding and use of maths in their daily lives, at home and at work - and to feel more confident when doing so.
- 1.3. Investment plans, approved by the Department, set out the details of the planned interventions by each of the Authorities, including budget, spending profile, scope, key assumptions, outputs, timeline, key milestones and risk. Together, these parameters set out the "ask" and "offer" expected by the Parties.
- 1.4. Funding will be transferred to each of the Authorities by the Secretary of State under a section 31 ring-fenced transfer under the Local Government Act 2003 ("Grant Determination").

2. Purpose

2.1 The purpose of this MoU is to establish ways of working and an agreed approach to the discharge of the respective responsibilities of the Parties. It builds upon the Multiply investment prospectus and technical guidance and covers the following areas:

- how decisions around Multiply funding are reached and communicated;
- protection of learners;
- quality of delivery;
- management of Multiply funds;
- evaluation;
- data, including reporting through the ILR;
- commissioning;
- governance;
- branding and publicity; and
- sharing best practice.

3. Context

- 3.1 This MoU sets out agreed ways of working arrangements between the Parties in relation to the delivery of Multiply. Whilst it is not a statutory or contractually enforceable document, the Parties agree to abide by its terms. It shall apply in respect of Financial Year 22-23, and also Financial Years 23-24 and 24-25, to the extent that the relevant Authority continues to receive grant funding from the Department for delivery of Multiply.
- 3.2 This MOU should be read together with the Multiply prospectus, technical guidance and investment plan available on the Multiply web page¹ and the Grant Determination.
- 3.3 Each Party is committed to agreeing an approach and future relationship that will ensure that Multiply is delivered in the most effective way possible, in the best interest of all learners.

4. Principles of collaboration

- 4.1. The Parties agree to adopt the following principles of collaboration:
 - a. to develop ways of working between all stakeholders that work to ensure the success of Multiply, ensuring end to end service delivery, informed decision making based on evidence and intelligence and work to ensure learners come first;
 - b. to share, on at least a quarterly basis, relevant information, experience, materials and skills, so as to learn from each other, develop effective working practices and to work collaboratively to identify effective interventions with other Authorities;
 - c. to adhere to all applicable statutory requirements and best practice (including the National Local Growth Assurance Framework); and
 - d. to comply with applicable laws and standards, including data protection and freedom of information legislation.

¹ Multiply: funding available to improve adult numeracy skills - GOV.UK (www.gov.uk)

5. Ways of Working

5.1 Funding decisions

a. Appendix B sets high-level target dates for planned activity in respect of the Department's communication of budgets to the Authorities, and how they link to planned payments to each of the Authorities in the relevant financial year.

b. The Department will aim to transfer the relevant budget, as a Ring-fenced Section 31 (Local Government Act 2003) grant to each of the Authorities in accordance with the Grant Determination.

c. Once the payment instalment has been transferred by the Department to the Authority, the Authority will be expected to utilise that funding to deliver the outcomes and outputs specified in their investment plan.

d. Provisional maximum funding allocations are available on <u>the Multiply web page</u>; further detail on expectations regarding non-learning spend is set out in the <u>technical</u> <u>guidance</u>. Actual payment amounts are subject to the Department approving investment plans and will align with the approved spend profile within. The Department will consult the Authority in a timely manner and before decisions are made, on any proposed changes to funding in-year as a result of under-delivery or where budget changes from HM Treasury are notified.

5.2 Learner protection

a. Each Authority will, in their respective conditions of funding with providers, seek to secure protection for learners, ensuring that the terms of the legal arrangements with a provider (whether a grant funding agreement or contract for services) includes the following provisions:

- A condition that Multiply funds will only be provided where learners are engaged in safe and appropriate learning environments;
- A condition that Multiply funds will only be provided where learners are protected from extremism and the Provider complies with the 'Prevent' Duty: <u>Prevent duty</u> <u>guidance - GOV.UK (www.gov.uk)</u>
- A requirement that arrangements exist for the appropriate handling and protection of Multiply learner data; and
- A requirement of equal treatment and access to provision for Multiply-funded learners and relevant adjustments under the Equality Act 2010: <u>https://www.gov.uk/guidance/equality-act-2010-guidance</u>.

5.2 Quality of Delivery

a. Where providers deliver approved qualifications and/or their components, each Authority will ensure that learners are registered for the qualifications and/or component in line with the awarding policies and procedures. Providers must not 'pre-register' students a significant period in advance of the learner starting the qualification.

b. Where providers deliver non-regulated learning, the relevant Authority should ensure that they have appropriate and robust quality assurance processes in place. For example, 'The Recognising and Recording Progress and Achievement (RARPA) Cycle'. Further information on RARPA is available from the Learning and Work Institute. However, other robust quality assurance processes can be used.

5.3 Fund management

a. The Parties will ensure that appropriate arrangements are in place for the receipt and disbursement of Multiply funds as set out in the Grant Determination.

b. Each Authority will separately publish and operate their own systems of rules and principles that safeguard public funding; confirm eligibility; set out contracting and subcontracting arrangements; set out management information requirements on providers, including technical delivery aspects such as fraud and risk; and document payments and performance management arrangements for Multiply-funded activity.

5.4 Evaluation

a. The Department and each Authority will work together with the evaluator (to be appointed) to evaluate and report on use of Multiply funds.

b. The Parties will consider together, the practical arrangements for information sharing in respect of any evaluation, including through the activity outlined in paragraph 5.8

5.5 Data

a. The Parties will act in accordance with this MoU or other agreed mechanism they have in place to facilitate the delivery of operational processes and strategic planning.

b. The Department may gather Multiply learner data from providers and/or Authorities in a national data system via the Individualised Learner Record ("**ILR**"), and/or via alternative methods where appropriate.

c. Broader reporting will also be requested from each Authority, based on the delivery outlined in its investment plan. Reporting requirements are set out in more detail in the Grant Determination and at Appendix C.

d. It is recognised that an Authority may have additional data requirements that go beyond what is currently collected nationally through the ILR and that the Department or ESFA may propose changes to the ILR from time-to-time. The Parties will work together to maximise the effective sharing of data in accordance with Data Protection Legislation, and to manage potential changes to the ILR, minimise new data provision demands on providers and avoid duplication to minimise the burden on the sector.

5.6 Commissioning

a. The Authority will conduct appropriate due diligence in establishing which providers will deliver Multiply provision, complying with Public Contracts Regulations 2015, ensuring compliance with relevant policies such as adherence to the Modern Slavery Act 2010 and ensuring social value is included where appropriate.

b. The Authority will put in place contract/performance management regimes in relation to identifying, documenting and managing its relationships with providers that will deliver Multiply provision.

c. The Authority will ensure it maximises value for money in the delivery of Multiply.

d. The Authority will ensure each provider for Multiply has exit planning arrangements in place, ensuring the continuation of funded activities (where appropriate) in the event of expiry or termination.

5.7 Governance

a. The Parties will meet as follows to discuss matters in respect of Multiply:

- the Department will meet together with all Authorities delivering Multiply on a quarterly basis, to consider Multiply policy design and implementation arrangements and to support delivery the programme going forward;
- the Parties will meet on a 1:1 basis (i.e. the Department will meet with each Authority separately), as required, to discuss:
 - delivery progress;
 - to review progress against the outputs and outcomes as set out in the relevant investment plans;
 - to consider the impact of any planned or proposed variation to allocations (including in-year changes); and
 - to discuss how the Parties can collaborate to best effect to increase the number of adults participating in, and achieving, adult numeracy qualifications up to and including Level 2 (both GCSE Grade C/4 or above, and Functional Skills Qualifications).

In addition to these meetings, the Parties can meet to discuss other aspects of the Multiply. Any Party can convene these meetings.

b. The objective of Multiply is to increase the number of adults achieving maths qualifications up to Level 2. Where Authorities commission or deliver interventions designed to widen participation and support learners to progress onto new or more stretching provision, the Department would not expect to see multiple enrolments on similar level courses, or a repeat of similar learning aims unless this is of benefit to learners' development.

5.8 Branding and Publicity

a. Each Authority and all project deliverers must ensure that the appropriate Multiply logos are used prominently in all communications materials and public facing documents relating to funded activity – including print and publications, through to digital and electronic materials. A toolkit will be provided to support delivery of local communications and engagement.

b. To raise awareness of different options for study and to support the learner journey, the Authority must ensure the course information funded by the Department is updated at Publish to the course directory (nationalcareersservice.org.uk). Where the provision does not meet the current criteria for Publish to course directory the Authority must ensure that they, and their providers, comply with any future arrangements.

c. Authorities will also work with the Department and/or the Digital Platform Provider (to be appointed) to ensure that locally delivered Multiply funded courses can be signposted via the Multiply online platform.

5.9 Sharing Best Practice

a. To facilitate peer learning, each Authority will participate in Multiply networking opportunities, sharing evidence of what works, including materials produced using Multiply funding, with the Department, other local areas, sector experts, providers and employers.

6. Costs and liabilities

6.1 Each Party shall remain liable for any losses or liabilities incurred due to their own or their employees' actions and neither Party intends that the other shall be liable for any loss it suffers as a result of this MoU.

7. Confidentiality

- 7.1. Each Party understands and acknowledges that it may receive or become aware of confidential information belonging to another Party, whether in the course of operating this MoU or otherwise.
- 7.2. Each Party shall treat another Party's confidential information as confidential and safeguard it accordingly, and not disclose another Party's confidential information to any other person (except their employees, agents, and professional advisers to which such disclosure is necessary for the purposes contemplated under this MoU).

7.3. These obligations of confidentiality shall not apply to any confidential information to the extent that such confidential information is required to be disclosed by a requirement of law placed upon the Party making the disclosure. This includes any requirements for disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or Data Sharing Code of Practice issued by the Information Commissioner.

8. Data protection and record keeping

- 8.1. The Department and each Authority is an independent Controller of the Personal Data processed in connection with this MoU and Grant Determination.
- 8.2. The Parties confirm that they shall comply with their responsibilities under Data Protection Legislation. To the extent a Party is processing Personal Data which originated from another Party, each Party will safeguard such data and treat it in the same manner as it would treat its own data to comply with the requirements of Data Protection Legislation.
- 8.3. Each Authority will permit access to any records, data and information collected by it in relation to Multiply ('**Records**') by the Department and any persons, including other crown bodies and auditors (including third party auditors acting on the Department's instructions) to inspect such Records on reasonable notice. This may include taking copies of such Records and sharing the same with other government agencies.
- 8.4. The Parties shall be responsible for their own compliance with the Data Protection Legislation in respect of the Processing of Personal Data for the purposes of operating Multiply and complying with this MoU, including ensuring that they have a lawful basis for their Processing and sharing of Personal Data.
- 8.5. The Authorities shall only provide Personal Data to the Department:
 - to the extent necessary to perform their respective obligations under the Grant Determination and this MoU; and
 - in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR).

- 8.6. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 8.7. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation the Party shall provide any information and/or assistance as reasonably requested by the Data Subject to respond to the request or correspondence.
- 8.8. Where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Party in receipt of the request will:
 - promptly, and within five (5) working days of receipt of the request or correspondence, inform the other Party that it has received the request and shall forward the request or correspondence to the other Party; and
 - provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 8.9. Each Authority shall promptly notify the Department and other Authorities (if appropriate) upon becoming aware of any Personal Data Breach and shall:
 - do all things reasonably necessary to mitigate the effects of the Personal Data Breach;
 - implement any measures necessary to restore the security of any compromised Personal Data;
 - make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out); and
 - not do anything which may damage the reputation of the Department and other Authorities or the Department's relationship with the Data Subjects, save as required by law.

9. Review and amendments

9.1. This MoU will be reviewed at the request of a Party. Amendments to this MoU may only be made upon written agreement of the relevant Parties.

9.2. All notices or communications under this MoU shall be in writing and sent for the attention of the representatives whose contact details are set out below or to such other person or other address as the relevant Party may give notice to the other:

For the Department: Head of the Multiply Team

Contact: Multiply.INVESTMENTPLANS@education.gov.uk

For the Authority: Named Multiply lead or other appropriate delegated official as specified by the Authority

10. Escalation procedure

- 10.1. Any dispute arising from this MoU which cannot be resolved through discussions between the Head of the Multiply Team and the relevant Authority's delegated official shall be referred to a Deputy Director of the Department and the relevant Authority's delegated decision maker, who shall convene within thirty (30) days of such referral to discuss and seek to resolve the dispute.
- 10.2. In the event the dispute remains unresolved, it may then be escalated to the relevant Director General of the Department (currently Director General, Labour Market Skills and Funding), and CEO of the Authority.
- 10.3. The final route for escalation, if a decision cannot be agreed at senior officer level (DG/Permanent Secretary at the Department/CEO), would be for the relevant Minister and Mayor or Leader of the Council to meet and discuss.
- 10.4. Where all these avenues have been explored and an impasse remains, either Party can decide to terminate the MoU.

11. Miscellaneous

- 11.1. This MoU does not confer any rights on any third party. Nothing in this MoU shall be interpreted as limiting, superseding, or otherwise affecting either Party's normal operations in carrying out its statutory, regulatory or other duties. This MoU does not limit or restrict either Party from participating in similar activities or arrangements with other entities.
- 11.2. Nothing in this MoU shall create a partnership or joint venture between the Parties, nor shall this MoU constitute one Party as the agent of another Party nor the employees, contractors or consultants of one Party as those of another Party. No Party shall have authority to enter into any contract, warranty or representation as to any matter on behalf of another Party. No Party shall be bound by the acts or conduct of another Party.

11.3. This MoU is not exhaustive or intended to be legally binding. No legal obligations or legal rights shall arise between the Parties.

Signed

This MoU was signed on behalf of the Secretary of State for Education. Each of the Authorities have confirmed their agreement to comply with the terms of this MoU through accepting the Grant funding and confirming their acceptance on the ESFA payments system. The Parties agree that this MoU will commence on the date stated at the beginning (1 September 2022).

Becca Taber (Head of Multiply)	
Signature	
Date	23/08/2022

Appendix A: Authorities to whom this Memorandum of Understanding applies

Greater Manchester Combined Authority
Liverpool City Region Combined Authority
Cambridgeshire and Peterborough Combined Authority
Tees Valley Combined Authority
West Midlands Combined Authority
West of England Combined Authority
Delivering on behalf of West of England Combined Authority & North Somerset Council
South Yorkshire Combined Authority
North of Tyne Combined Authority
West Yorkshire Combined Authority
Greater London Authority
Blackburn with Darwen Borough Council
Blackpool Borough Council
Bournemouth, Christchurch and Poole Council
Bracknell Forest Borough Council
Brighton and Hove City Council

Buckinghamshire Council

Central Bedfordshire Council

Delivering on behalf of Central Bedfordshire Council & Bedford Borough Council

Cheshire East Council
Cheshire West and Chester Council
Cornwall Council
Cumbria County Council
Derby City Council
Derbyshire County Council
Devon County Council
Dorset Council
County Durham Council
East Riding of Yorkshire Council
East Sussex County Council
Essex County Council
Gateshead Council
Gloucestershire County Council
Hampshire County Council
Herefordshire Council
Hertfordshire County Council
Isle of Wight Council
Kent County Council

Kingston upon Hull City Council
Lancashire County Council
Leicester City Council
Leicestershire County Council
Lincolnshire County Council
Luton Borough Council
Medway Council
Milton Keynes Council
Norfolk County Council
North East Lincolnshire Council
North Lincolnshire Council
North Northamptonshire Council
North Yorkshire County Council
Nottingham City Council
Nottinghamshire County Council
Oxfordshire County Council
Plymouth City Council
Portsmouth City Council
Reading Borough Council

Rutland County Council			
The Shropshire Council			
Slough Borough Council			
Somerset County Council			
South Tyneside Council			
Southampton City Council			
Southend on Sea Borough Council			
Staffordshire County Council			
Stoke-on-Trent City Council			
Suffolk County Council			
Sunderland City Metropolitan Borough Council			
Surrey County Council			
Swindon Borough Council			
Telford and Wrekin Borough Council			
Thurrock Council			
Torbay Council			
Warrington Borough Council			
Warwickshire County Council			
West Berkshire Council			

West Northamptonshire Council

West Sussex County Council

The Wiltshire Council

Royal Borough of Windsor and Maidenhead

Wokingham Council

Worcestershire County Council

City of York Council

Appendix B: Payments Process

Target date	Planned activity		
September 2022	Approval of Investment Plan		
September 2022	The Department issues payment for 2022-23 financial year, subject to approval of investment plans.		
October 2022	The Department issues outstanding payments for 2022-23 financial year.		
End January 2022	Authorities submit updated Investment Plans, if required, and confirm outputs and outcomes for 2023–24 financial year.		
March 2023	Authorities provide indicative underspends for 2022–23 financial year		
March 2023	Grant Determination issued for 2023–24 financial year		
April 2023	The Department issues first payment for 2023–24 financial year		
April 2023	Authorities submit grant statement of usage confirming underspends for 2022– 23 financial year (deducted from payments made in 2023–24 financial year)		
November 2023	In-year reviews take place		
December 2023	Authorities notified in year review outcomes		
December 2023	Authorities confirm outputs and outcomes for 2024–25 financial year		
January 2024	The Department makes final payment for 2023 –24 financial year. Payment may be adjusted following in year review and to account for any underspend.		
March 2024	Authorities provide indicative underspends for 2023–24 financial year		
March 2024	Grant Determination issued for 2024–25 financial year		
April 2024	The Department issues first payment for 2024–25 financial year		
April 2024	Authorities submit grant statement of usage confirming underspends for 2023– 24 financial year (deducted from payments made in financial year 2024-25)		
November 2024	In-year reviews take place		
December 2024	Authorities notified in year review outcomes		
January 2025	The Department makes final payment for 2024–25 financial year. Payment may be adjusted following in year review and to account for any underspend.		
March 2025	Authorities provide indicative underspends for 2024–25 financial year		
April 2025	Authorities submit grant statement of usage confirming underspends for 2024– 25 financial year		
June 2025	Underspends for financial year 2024–25 clawed back		

Appendix C: Reporting Cycle

Reporting period	Report Due Date	Information Type
1 September – 31 December 2022	31 January 2023	Quarterly
1 January – 31 March 2023	30 April 2023	FY1 Full Year
1 April – 30 June 2023	31 July 2023	Quarterly
1 July – 30 September 2023	31 October 2023	Quarterly
1 October – 31 December 2023	31 January 2023	Quarterly
1 January – 31 March 2024	30 April 2024	FY2 Full Year
1 April – 30 June 2024	31 July 2024	Quarterly
1 July – 30 September 2024	31 October 2024	Quarterly
1 October – 31 December 2024	31 January 2024	Quarterly
1 January – 31 March 2025	30 April 2025	FY3 Full Year and final report

Investment Plan, spreadsheet and clarifications where applicable

ANNEX H

Grant Payment Schedule



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