



Education & Skills
Funding Agency

**2017 to 2018
Conditions of Funding Grant Agreement**

between

**(i) the Secretary of State for Education (acting
through the Education and Skills Funding
Agency)**

and

(ii) [Local Authority Name]

Part 2:

Services Funded by

THE AUTHORITY

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Conditions of Funding (Local Authority Grant) Part 2

1 Conditions of Funding

- 1.1 The Services **funded** by THE AUTHORITY in respect of Part 2 of this Agreement is the delivery of the Learning Programmes as set out in Appendix 1 of this Agreement. The detailed requirements in respect of each Learning Programme are set out in the Funding Guidance for Young People 2017 to 18 <https://www.gov.uk/16-to-19-education-funding-guidance> as amended from time to time by THE ESFA and which form part of the terms and conditions of this Agreement.
- 1.2 The maximum value for each Learning Programme as shown in the Appendices may not be exceeded for any reason except by way of a revision as described in clause 15.4 of Part 1 of this Agreement. THE ESFA will not be liable to make any payment in excess of the maximum values set out in the Appendices.
- 1.3 THE AUTHORITY is not permitted to vire funding between Learning Programmes except by way of a revision as described in clause 15.5 of Part 1 of this Agreement
- 1.4 THE AUTHORITY must use THE ESFA's funding solely for the purpose of funding delivery of the appropriate Learning Programme(s) set out in Appendix 1 of this Agreement.
- 1.5 Should delivery fail to meet THE ESFA's stated minimum standards [16 to 18 minimum standards for 2016 - GOV.UK](#) (where appropriate), THE ESFA reserves the right at its absolute discretion to vary the Agreement accordingly.
- 1.6 THE AUTHORITY understands and agrees that that the following costs are not Eligible Expenditure:- payments that support activity intended to influence or attempt to influence Parliament, government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action.

2 Retention of Documents

- 2.1 THE AUTHORITY and Authority Related Parties shall maintain original invoices; management information returns and all other documents necessary to verify the Services provided by itself or by Authority Related Parties in relation to this Agreement for 6 years from the end of the financial year in which the last payment by is made.