



Education & Skills
Funding Agency

Agreement Type Local Authority Conditions of Funding (Grant)

Funding Period 1 August 2018 to 31 July 2019

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

And

Funding for Agreement Number Services funded by the Authority (Part 2)

ACCEPTANCE BY PROVIDER

By accepting this Agreement via the Skills Funding Service the person taking this action on behalf of THE AUTHORITY represents and warrants that THE AUTHORITY has read and understood this Agreement, THE AUTHORITY agrees to be bound by this Agreement and that he/she is duly authorised to accept this Agreement and legally bind THE AUTHORITY.

This Agreement is made on the date the Agreement is digitally signed by THE AUTHORITY on the Skills Funding Service.

**SIGNED FOR AND ON BEHALF OF
THE SECRETARY OF STATE FOR EDUCATION**

acting through the Education and Skills Funding Agency
by Eileen Milner, Chief Executive of the Education & Skills Funding Agency

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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 2018 to 2019 <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 17.4 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 17.5 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 2018 - 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.

3 Industrial Placement Capacity and Delivery Fund

- 3.1 Where THE AUTHORITY is in receipt of funding under the industrial placement capacity and delivery fund in respect of Services funded by THE AUTHORITY under this agreement, if Ofsted has judged any of the Services funded by THE

AUTHORITY inadequate in part or overall, the ESFA may, in its absolute discretion, withhold any remaining profiled allocation payments of that fund in respect of the Services deemed to be inadequate, and may give consideration of any such matter when finalising the amount of funding to be provided in respect of the delivery of such placements in any subsequent Funding Agreements between the Parties.