

**TURING**

**SCHEME**

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# **GRANT FUNDING AGREEMENT RELATING TO THE PROVISION OF FUNDING IN RESPECT OF THE TURING SCHEME**

**CAPITA BUSINESS SERVICES LIMITED**

and

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**This Grant Funding Agreement** is made on

**Between:**

1. CAPITA BUSINESS SERVICES LIMITED a company registered in England and Wales under Company Number 02299747 and whose registered office is 65 Gresham St, London, EC2V 7MQ (the "**Turing Scheme Administrator**" or "**TSA**");
2. , whose principal address is at , , , , (the "Grant Recipient").

**In relation to:**

**Project Name:**

**Project Number:**

## **BACKGROUND**

(A) The TSA has entered into a contract with the Secretary of State for Education relating to the provision of Grant funding under the Turing Scheme. The body providing the funding for the Grant is the Department for Education.

(B) The TSA will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.

(C) The Grant Recipient will use the Grant solely for the Funded Activities.

The conditions collectively (the "**Conditions**") are as follows:

### **1. INTRODUCTION**

1.1 This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the TSA up to the Maximum Sum.

1.2 The TSA and the Grant Recipient have agreed that the TSA will provide the Grant up to the Maximum Sum (defined below) as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.

1.3 The TSA makes the Grant to the Grant Recipient to facilitate international Mobilities on the basis of the Grant Recipient's Grant Application and the Conditions set out in this Grant Funding Agreement.

1.4 The Parties confirm that it is their intention to be legally and contractually bound by this Grant Funding Agreement.

### **2. DEFINITIONS AND INTERPRETATION**

2.1 Where they appear in these Conditions.

<b>Annex</b>	means the annexes attached to these Conditions which form part of the Grant Funding Agreement;
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<b>Anticipated Point of Expenditure</b>	means the point when the Grant Recipient needs to spend the Grant for costs associated with the administration and implementation of approved grant funded Mobilities;
<b>Approved Project Plan</b>	means the project plan contained in the Grant Recipient's Grant Application and approved by the TSA;
<b>Asset</b>	means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context, and <b>Assets</b> will be construed accordingly;
<b>Asset Owning Period</b>	means the period during which the Assets are recorded as Assets in the Grant Recipient's accounts;
<b>Associated Funding</b>	means any funding obtained by the Grant Recipient from a Third Party in connection with or as a contribution to the Funded Activities;
<b>Bribery Act</b>	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;
<b>Change of Status</b>	means: <ul style="list-style-type: none"> <li>a. the Grant Recipient ceases to report to, and be monitored by, any regulatory body to whose supervision it is subject at the date of this Agreement;</li> <li>b. the TSA reasonably believes that any quasi government support or support related to the sector in which the Grant Recipient operates and which the Grant Recipient was receiving at the date of this Grant Funding Agreement has been withdrawn or has changed and, in the opinion of the TSA (acting reasonably), such withdrawal or change has or is reasonably likely to have a Material Adverse Effect; or</li> <li>c. a substantial change is made to the general nature of the business, operations activities of the Grant Recipient taken as a whole from that carried on at the date of this Agreement;</li> </ul>
<b>Code of Conduct</b>	means the Code of Conduct for Recipients of Government General Grants published by the Cabinet Office in November 2018 which is available at <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/754555/2018-11-06_Code_of_Conduct_for_Grant_Recipients.pdf</a> , including any subsequent updates from time to time;
<b>Commencement Date</b>	means the date on which the Grant Funding Agreement comes into effect;

<p><b>Confidential Information</b></p>	<p>means any information of a confidential nature (however conveyed, recorded or preserved) which either Party or its personnel may receive or obtain in connection with the conclusion and/or operation of the Grant Funding Agreement whether before or after the date of the Grant Funding Agreement, including but not limited to:</p> <p>(a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:</p> <p style="padding-left: 40px;">(i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and</p> <p style="padding-left: 40px;">(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party or, if applicable, the Department for Education; and</p> <p>(b) any information developed by the Parties in the course of delivering the Funded Activities;</p> <p>(c) the TSA Personal Data;</p> <p>(d) any information derived from any of the above. Confidential Information shall not include information which:</p> <p>(e) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions);</p> <p>(f) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party or, if applicable the Department for Education;</p> <p>(g) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or</p> <p>(h) is independently developed without access to the Confidential Information;</p>
<p><b>Consortium Member</b></p>	<p>means an entity working with the Grant Recipient to deliver the Funded Activities whether in whole or in part (but excludes sub-contractors);</p>
<p><b>Contracting Authority</b></p>	<p>means any contracting authority (other than the TSA) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);</p>
<p><b>Controller and Processor</b></p>	<p>take the meaning given in the GDPR;</p>
<p><b>Crown Body</b></p>	<p>means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;</p>

<b>Data Protection Legislation</b>	<p>means:</p> <p>(a) the GDPR, and any applicable implementing Law as amended from time to time;</p> <p>(b) the Data Protection Act 2018 to the extent that it relates to the processing of Personal Data and privacy; and</p> <p>(c) all applicable Law relating to the processing of Personal Data and privacy;</p>
<b>Declaration</b>	<p>means the following declaration:</p> <p><i>"I certify that:</i></p> <p>(a) <i>the above claim is made in accordance with the Conditions of the Grant Funding Agreement for the Turing Scheme;</i></p> <p>(b) <i>any Grant received and spent has been used wholly for the purposes for which it was given;</i></p> <p>(c) <i>the information I have provided in this form and attached to this form is complete and correct;</i></p> <p>(d) <i>the amount of Grant claimed on this form represents expenditure incurred or to be incurred for the purposes for which Grant is given; and</i></p> <p>(e) <i>supporting evidence of actual costs being claimed will be provided within two (2) Working Days, if a request is received from the TSA."</i></p>
<b>Disposal</b>	<p>means the disposal, sale, transfer of an Asset or any interest in any Asset and includes any contract for disposal;</p>
<b>Domestic Law</b>	<p>means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union;</p>
<b>Double Funding</b>	<p>means funding provided by a Third Party to the Grant Recipient or individual on a mobility, which is for the same purpose for which the Grant was made;</p>
<b>Eligibility Criteria</b>	<p>mean the TSA's selection criteria used to determine who should be grant recipients including the Grant Recipient;</p>

<b>Eligible Expenditure</b>	means the expenditure incurred by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions;
<b>EIR</b>	means the Environmental Information Regulations 2004;
<b>Equality Legislation</b>	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, non-discrimination and human rights as may be in force in England and Wales, Scotland and Northern Ireland from time to time including, but not limited to, the Equality Act 2010 and the HRA;
<b>Event of Default</b>	means an event or circumstance set out in paragraph 25.1;
<b>Final Report</b>	means a report that is in its final form, that provides a complete picture of the Mobilities delivered and expenditure incurred by the Grant Recipient for the completed Mobilities placements in sufficient detail to allow a budget reconciliation;
<b>Financial Year</b>	means from 1 April to 31 March;
<b>Fixed Assets</b>	means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Funded Activities;
<b>FOIA</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
<b>Force Majeure</b>	<p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take reasonable preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made but excluding:</p> <p>(a) any industrial action occurring within the Grant Recipient's organisation; or</p> <p>(b) the failure by any sub-contractor of the Grant Recipient to perform its obligations under any sub-contract;</p>
<b>Funded Activities</b>	means the activities set out in Annex 2 (Funded Activities and Payment Schedule);
<b>Funding Period</b>	has the meaning given to it in paragraph 3.1;



<b>Gift</b>	means any service, cash or item offered for personal benefit either:  (a) at no cost; or  (b) at a cost that is less than commercial value;
<b>General Data Protection Regulation and GDPR</b>	means the General Data Protection Regulation (EU) 2016/679;
<b>Grant</b>	means the sum or sums the TSA will pay to the Grant Recipient in accordance with paragraph 4 and subject to the provisions set out at paragraph 25;
<b>Grant Application</b>	means the application for the Grant submitted by the Grant Recipient to the TSA;
<b>Grant Funding Agreement</b>	means these Conditions together with its annexes and schedules;
<b>Grant Manager</b>	means the individual who has been nominated by the TSA to be the single point of contact for the Grant Recipient in relation to the Grant;
<b>HRA</b>	means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
<b>Ineligible Expenditure</b>	means expenditure incurred by the Grant Recipient which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;
<b>Information Acts</b>	means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;
<b>Intellectual Property Rights or IPRs</b>	means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>IP Completion Day</b>	has the meaning given to it in the European Union (Withdrawal) Act 2018;

<b>IPR Material</b>	means all material produced by the Grant Recipient or its Representatives in relation to the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);
<b>Law</b>	mean any applicable law, statute, byelaw, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation;
<b>Losses</b>	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>Loss</b> will be interpreted accordingly;
<b>Maintained School</b>	means a state school which receives funding through their local authority/council;
<b>Match Funding</b>	means any contribution to the Funded Activities from a Third Party to the Grant Recipient to meet the balance of the Eligible Expenditure not supported by the Grant;
<b>Material Adverse Effect</b>	means, in the reasonable opinion of the TSA, a material adverse effect on the operations and activities, business, property, assets or financial condition of the Grant Recipient, or its ability to perform its obligations under this Grant Funding Agreement;
<b>Maximum Sum</b>	means the maximum amount of the Grant the TSA will provide to the Grant Recipient for the Funded Activities subject to paragraph 25;
<b>Mobility</b>	means a period of learning or work experience overseas;
<b>Party</b>	means the TSA or Grant Recipient and Parties shall be each Party together;
<b>Payment Request</b>	means a payment request submitted via the Project Reporting Tool by the Grant Recipient, based on the Anticipated Points of Expenditure;
<b>Payment Request Process</b>	means the process by which the Grant Recipient claims the Grant as set out in Annex 1 (Payment Request Process);
<b>Personal Data</b>	has the meaning given to it in the Data Protection Legislation as amended from time to time;

<b>Procurement Regulations</b>	means, the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;
<b>Prohibited Act</b>	<p>means:</p> <p>(a) directly or indirectly offering, giving or agreeing to give to any staff of the TSA, the Department for Education or the Crown any gift or consideration of any kind as an inducement or reward for:</p> <p style="padding-left: 40px;">(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Funding Agreement; or</p> <p style="padding-left: 40px;">(ii) showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement;</p> <p>(b) committing any offence:</p> <p style="padding-left: 40px;">(i) under the Bribery Act;</p> <p style="padding-left: 40px;">(ii) under legislation creating offences in respect of fraudulent acts; or</p> <p style="padding-left: 40px;">(iii) at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or</p> <p>(c) defrauding or attempting to defraud or conspiring to defraud the TSA, the Department for Education or the Crown;</p>
<b>Project</b>	means a set of Mobilities approved by the TSA and undertaken by an organisation that has successfully bid for funding from the Turing Scheme in a relevant educational sector (Higher Education, Further Education & Vocational Education and Training, or Schools);
<b>Project End Date</b>	31 August 2024;
<b>Project Reporting Tool</b>	means the bespoke mobility data management system, which the Grant Recipient needs to update at least monthly, with accurate mobility data for monitoring and payment purposes in accordance with the terms of this Grant Funding Agreement;
<b>Project Start Date</b>	1 September 2023;

<b>Publication</b>	means any announcement, comment or publication of any publicity material by the Grant Recipient concerning the Funded Activities or the TSA;
<b>Remedial Action Plan</b>	means the plan of action submitted by the Grant Recipient to the TSA following an Event of Default pursuant to the Remedial Action Plan process set out in paragraph 25.4;
<b>Representatives</b>	means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;
<b>Special Payments</b>	means ex gratia expenditure by the Grant Recipient to a third party where no legal obligation exists for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;
<b>Third Party</b>	means any person or organisation other than the Grant Recipient or the TSA;
<b>TSA Personal Data</b>	means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the TSA to the Grant Recipient;
<b>Turing Scheme</b>	means the UK Government's global programme to study and work abroad, providing funding for international opportunities in education and training across the world. It is delivered by the TSA on behalf of the Department for Education;
<b>Unspent Monies</b>	means any monies paid to the Grant Recipient in advance of its Eligible Expenditure, which remains unspent and uncommitted either during, or, at the end of the Financial Year, the Funding Period or because of termination or breach of these Conditions;
<b>VAT</b>	means value added tax chargeable in the UK;
<b>Working Day</b>	means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday or (as applicable) means any day from Monday to Friday (inclusive) which is not a statutory bank holiday in Northern Ireland or Scotland.

2.2 In these Conditions, unless the context otherwise requires:

2.2.1 the singular includes the plural and vice versa;

2.2.2 reference to a gender includes all other genders and the neuter;

2.2.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

2.2.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

2.2.5 any reference in these Conditions which immediately before IP Completion Day was a reference to (as it has effect from time to time):

(a) any EU regulation, EU decision, EU tertiary legislation or provision of the European Economic Area (“EEA”) agreement (“EU References”) which forms part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;

2.2.6 the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";

2.2.7 references to “writing” include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing will be construed accordingly;

2.2.8 references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Grant Funding Agreement;

2.2.9 references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and

2.2.10 the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3 Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

2.3.1 the Conditions set out within this Grant Funding Agreement;

2.3.2 the Grant Recipient's Grant Application.

## CONDITIONS

### 3. DURATION AND PURPOSE OF THE GRANT

3.1 The Funding Period starts on the Project Start Date and ends on the Project End Date unless terminated earlier in accordance with the Grant Funding Agreement.

3.2 The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities, other than those permissible as set out in Annex 11 (Change Control Process).

3.3 If the TSA wants to make a change to the Funded Activities (including for example reducing the Grant or removing some of the Funded Activities from the Grant) it may do so on ten (10) Working Days' written notice to the Grant Recipient.

### 4. PAYMENT OF GRANT

4.1 Subject to the remainder of this paragraph 4 the TSA shall pay the Grant Recipient an amount not exceeding **pounds sterling (Maximum Sum)**. The TSA shall pay the Grant in pound sterling (GBP).

4.2 The Grant Recipient must enter their organisation's bank details into the Project Reporting Tool no later than 7th July 2023. The Grant Recipient will also be required to upload a copy of their signed letterhead onto the Project Reporting Tool. No payments can be made in advance of receipt of the Grant Recipients bank details, the upload of their signed letterhead and the completion by the TSA of a 5 working day validation period where the TSA will validate the details provided/uploaded by the Grant Recipient (the "validation period").

4.3 The signatory on the Grant Recipients letterhead referred to in paragraph 4.2 must be the chief financial officer of the Grant Recipient or someone with proper delegated authority. The Grant Recipient will be permitted to make changes to their bank details via Project Reporting Tool. Once supporting evidence for change of bank details has been uploaded a validation period may apply. Any change of signatory must be notified to the TSA for approval as soon as known.

4.4 The Grant represents the Maximum Sum the TSA will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.

4.5 The TSA will only pay the Grant to the Grant Recipient in respect of Eligible Expenditure incurred by the Grant Recipient to deliver the Funded Activities. The TSA will only pay the Grant to the Grant Recipient once the TSA is satisfied that:

4.5.1 the Grant Recipient has provided a sufficient level of assurance to demonstrate that the Grant will be used for Eligible Expenditure including:

(a) where payments are made on the basis of data entered into the Project Reporting Tool this includes, but is not limited to, a Declaration confirming the data entered into the Project Reporting Tool is true and accurate; and

(b) where payments are made on the basis of data entered in the Grant Application, by signing this Grant Funding Agreement, the Grant Recipient confirms that the data entered into the Approved Project Plan continues to be true and accurate;

4.5.2 if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the TSA or deducted from any Payment Requests.

4.6 The Grant Recipient will provide the TSA with evidence of actual costs and payments, which are classified as Eligible Expenditure in paragraph 5, within two (2) Working Days of a request for such information from the TSA and in accordance with the relevant Payment Request Process. This may include (but will not be limited to) receipts and invoices or other documentary evidence specified by the TSA.

4.7 The Parties acknowledge and agree that payments of the Grant from the TSA to the Grant Recipient may be made prior to the start of the Funding Period and/or after the Funding Period in accordance with this paragraph 4.

4.8 The Grant Recipient shall declare to the TSA any Match Funding which has been approved or received, before the Commencement Date. If the Grant Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Grant Recipient shall notify the TSA before accepting or using any such Match Funding. On notifying the TSA of the Match Funding the Grant Recipient shall confirm the amount, purpose and source of the Match Funding and the TSA shall confirm whether it is agreeable to the Grant Recipient accepting the Match Funding. If the TSA does not agree to the use of Match Funding the TSA shall be entitled to terminate the Grant Funding Agreement in accordance with paragraph 25.1.8 and where applicable, require all or part of the Grant to be repaid.

4.9 Where the use of Match Funding is permitted the Grant Recipient shall inform the TSA of any Match Funding it receives. This is so the TSA knows the total funding the Grant Recipient has received for the Funded Activities.

4.10 The Grant Recipient agrees that:

4.10.1 it will not apply for, or obtain, Double Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant;

4.10.2 it will communicate to individuals in receipt of funding from the Grant Recipient to go on a Mobility that they should not apply for, or obtain, Double Funding in respect of any part of the Funded Mobilities which have been paid for in full using the Grant;

4.10.3 the TSA may refer the Grant Recipient to the police should it dishonestly and intentionally obtain Double Funding for the Funded Activities;

4.10.4 The TSA will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the TSA is satisfied that:

(a) the Grant will be used for Eligible Expenditure only; and

(b) if applicable, any previous Grant payments have been used for the Funded Activities or, where there are Unspent Monies, have been repaid to the TSA.

4.11 The Grant Recipient is responsible for making Payment Requests via the Project Reporting Tool in accordance with Annex 1 (Payment Request Process). Failure to adhere to this process may result in non-payment of the Grant.

4.12 Unless otherwise stated in these Conditions, the TSA intends to make payment of the Grant within forty (40) days of the TSA approving the Grant Recipient's Payment Request, but shall make payment to the Grant Recipient no later than sixty (60) days of approving the Grant Recipient's Payment Request.

4.13 The TSA will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Payment Request howsoever arising.

4.14 The TSA reserves the right not to pay any Payment Requests, which are not submitted within the period set out in paragraph 4.11 or Payment Requests which are incomplete, incorrect or submitted without the full supporting documentation.

4.15 The Grant Recipient shall promptly notify and repay immediately to the TSA any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under this Grant Funding Agreement.

4.15.1 The TSA may (and may be obliged by the Department for Education to) reduce, withhold or claim a repayment (in full or in part) of the Grant if:

- (a) the Grant Recipient makes a change to the Project which the TSA has not approved;
- (b) the Grant Recipient attempts to dispose of an Asset without the TSA's prior written consent;
- (c) there has been any overpayment of the Grant; or
- (d) the Department for Education reduces the amount of funding available, withdraws funding or demands repayment of any part of the Grant.

4.15.2 The TSA will notify the Grant Recipient in writing of any decision it (or the Department for Education) takes to reduce, withhold or claim a repayment of the Grant or any part of it.

4.15.3 Any sum, which falls due under this paragraph 4.15, shall fall due immediately. If the Grant Recipient fails to repay the due sum within thirty (30) days, or within any other timeframe specified by the TSA, the sum will be recoverable summarily as a civil debt.

4.16 The Grant will be paid into a bank account in the name of the Grant Recipient which must be an ordinary business bank account that can separately identify the Grant and the Grant must be ring-fenced for the purposes of the Funded Activities only. A separate cost centre / Project code should be set up by the Grant Recipient to ensure that all Turing Scheme costs can be identified, with a clear audit trail. All payments from the bank account must be approved by at least two (2) individual Representatives of the Grant Recipient.

4.17 Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The TSA has no responsibility for paying Third Party invoices.



4.18 Onward payment of the Grant and the use of sub-contractors or Consortium Members (if applicable) shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.

4.19 If the Grant Recipient is applying for funding as part of a consortium, the consortium lead entering in this Grant Funding Agreement, in association with Consortium Members, must ensure that all Consortium Members are bound herein by all the requirements within this grant.

4.20 The Grant Recipient may not retain any Unspent Monies without the TSA's prior written permission. The Grant recipient shall return any Unspent Monies to the TSA no later than thirty (30) days after the TSA's request for repayment.

4.21 If at the end of the Funding Period there are Unspent Monies, the Grant Recipient shall repay such Unspent Monies to the TSA no later than thirty (30) days after the TSA's request for repayment.

4.22 The TSA is only obliged to pay the amounts specified in a Payment Request to the extent that it has received an equivalent amount of funding from the Department for Education.

4.23 The TSA (in its sole discretion) may decide not to pay the amounts specified in a Payment Request (notwithstanding that such Payment Request was validly submitted in accordance with this paragraph 4) if sufficient funds have not been made available to it by the Department for Education.

4.24 Where the Grant Recipient:

4.24.1 has received funding from the TSA for a Funded Activity; and

4.24.2 The Funded Activity (or any part thereof) for which it has received funding will not go ahead in accordance with the Approved Project Plan; and

4.24.3 The Grant Recipient has not re-planned the Funded Activity by following the Change Control Process set out in Annex 11

4.25 Then unless otherwise agreed in writing with the TSA, the Grant Recipient shall repay such funding to the TSA within two (2) months of the start date for the Funded Activity as set out in the Approved Project Plan.

## **5. ELIGIBLE AND INELIGIBLE EXPENDITURE**

5.1 The TSA will only pay the Grant in respect of Eligible Expenditure in accordance with the Payment Request Process to enable the Grant Recipient to deliver the Funded Activities and the Grant Recipient will use the Grant solely for delivery of the Funded Activities (as set out in Annex 2 (Funded Activities) of these Conditions).

5.2 The following costs/payments will be classified as Eligible Expenditure if incurred for the purposes of the Funded Activities:

5.2.1 fees charged or to be charged to the Grant Recipient by the external auditors/accountants for reporting/certifying that the Grant paid was applied for its intended purposes;

5.2.2 giving evidence to Parliamentary Select Committees;

5.2.3 attending meetings with government ministers or civil servants to discuss the progress of a taxpayer funded grant scheme;

5.2.4 responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);

5.2.5 providing independent, evidence-based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, 'What Works Centres'; and

5.2.6 providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.

5.3 The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure: The list below does not override activities which are deemed eligible in these Conditions:

5.3.1 paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;

5.3.2 using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;

5.3.3 using the Grant to petition for additional funding;

5.3.4 expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;

5.3.5 input VAT reclaimable by the Grant Recipient from HMRC;

5.3.6 payments for activities of a political or exclusively religious nature.

5.4 Other examples of expenditure, which are prohibited, include the following:

5.4.1 contributions in kind;

5.4.2 interest payments or service charge payments for finance leases;

5.4.3 gifts;

5.4.4 statutory fines, criminal fines or penalties, civil penalties, damages or any associated legal costs;

5.4.5 payments for works or activities which the Grant Recipient, or any Consortium Members has a statutory duty to undertake, or that are fully funded by other sources;

- 5.4.6 bad debts to related parties;
- 5.4.7 payments for unfair dismissal or other compensation;
- 5.4.8 depreciation, amortisation or impairment of assets owned by the Grant Recipient;
- 5.4.9 the acquisition or improvement of Assets by the Grant Recipient (unless these costs are less than five hundred pounds sterling (£500) or have been explicitly agreed in this Grant Funding Agreement); and
- 5.4.10 liabilities incurred before the commencement of the Grant Funding Agreement unless agreed in writing by the TSA.

## **6. NOT USED**

## **7. MONITORING AND REPORTING VIA THE PROJECT REPORTING TOOL**

7.1 The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are achieved.

7.2 The Grant Recipient shall provide the TSA with all reasonable assistance and co-operation in relation to any ad-hoc information, explanations and documents as the TSA may require, from time to time, so the TSA may establish if the Grant Recipient has used the Grant in accordance with the Grant Funding Agreement and to enable the TSA to comply with its own reporting requirements to the Department for Education.

7.3 The Grant Recipient shall also provide the TSA with reports at intervals to be determined by the TSA on:

7.3.1 the progress made towards achieving the agreed final outputs and the longer-term outcomes of the project. The report (format to be provided by the TSA before the project end date) will quantify what has been achieved by reference to the Funded Activities targets; and

7.3.2 verification of the continued accuracy of data within the Project Reporting Tool once entered (on a monthly basis); and

7.3.3 if relevant, provide details of any Assets either acquired or improved using the Grant. The Grant Recipient is required to maintain an assets register and this to be reported in the Project Reporting Tool as part of the Final Report. Verification and evidence to support the asset register may be requested by the TSA, as necessary.

7.4 The Grant Recipient will promptly provide revised forecasts of income and expenditure at the request of the TSA

7.5 The Grant Recipient will permit any person authorised by the TSA reasonable access, with or without notice, to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of its obligations under the Grant Funding Agreement and will, if so required, provide appropriate oral or written explanations to such authorised persons as required during the Funding Period.

7.6 The Grant Recipient will record in its Final Report the amount of Match Funding it receives together with details of what it has used that Match Funding for.

7.7 The Grant Recipient will notify the TSA as soon as reasonably practicable of:

7.7.1 any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties; and

7.7.2 actual or potential variations to the Eligible Expenditure set out in Annex 2 (Funded Activities and Payment Schedule) of these Conditions and/or any event which materially affects the continued accuracy of such information.

7.8 The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of its Project Reporting Tool information, which includes the Final Report):

7.8.1 that the reports and information it gives pursuant to this paragraph 7 are accurate;

7.8.2 that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given; and

7.8.3 that any data it provided pursuant to an application for the Grant may be shared within the powers conferred by legislation with other organisations for the purpose of preventing or detecting crime.

## **Retention of documents**

7.9 The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to, correspondence) relating to the Eligible Expenditure; income generated by the Funded Activities during the Funding Period for a period of seven (7) years from the date on which the Funding Period ends.

7.10 The Grant Recipient shall ensure that all its Consortium Members (if applicable), sub-contractors or organisations who have received any of the Grant Funding retain each record, item of data and document relating to the Funded Activities for a period of seven (7) years from the date on which the Funding Period ends.

## **8. AUDITING AND ASSURANCE**

8.1 The Grant Recipient will provide the TSA with assurance that the Grant has been used for delivery of the Funded Activities as follows:

8.1.1 The Grant Recipient will provide the TSA with assurance that any Grant that has been used for delivery of the Funded Activities as follows:

(a) Grant Recipients (excluding local authorities and Maintained Schools) in receipt of Grants in excess of forty thousand pounds sterling (£40,000) will be required to provide independent assurance through the completion of Annex 9 (Annual Certification of Expenditure) which is to be signed by a reporting accountant who is independent to the Grant Recipient. This is to be submitted within twenty-eight (28) days of the end of the Project and alongside the Final Report or by exception at the annual audit if agreed and approved by the TSA.

(b) For Grants of forty thousand pounds sterling (£40,000) or less, Grant Recipients (excluding local authorities or Maintained Schools) will be required to prepare and submit a Statement of Grant Usage (Annex 10 (Statement of Grant Usage)) which is to be submitted within twenty eight (28) days of the end of the Project and alongside the Final Report.

(c) Local authorities or Maintained Schools in receipt of Grants will be required to prepare and submit a Certification of Grant Usage (Annex 10 (Statement of Grant Usage)) which is to be submitted within twenty-eight (28) days of the end of the Project and alongside the Final Report or by exception at the annual audit if agreed and approved by the TSA.

8.1.2 All Grant Recipients irrespective of the Grant amount will be subject to compliance and audit checks as set out in paragraphs 8.2 and 8.3.

8.2 Grant Recipients may be selected for assurance check audits by the TSA to assess their compliance with the Turing Scheme and this Grant Funding Agreement. The Grant Recipient must give the TSA full access to all information relating to the Turing Scheme either via electronic means or during on-site visits.

8.3 Grant Recipients will be selected for assurance audit both randomly and as targeted audits. There are three (3) types of audit that may be undertaken:

8.3.1 Desk check audits are undertaken remotely on the Grant Recipient's Funded Activities.

8.3.2 On-the-spot-check during audits are an on-site visit by the TSA's compliance team to a Grant Recipient during the live Funded Period of activity. This audit is a review of the Funded Activities and the Grant Recipient, reviewing original records, documentation, receipts and may include the interviewing of staff.

8.3.3 On-the-spot-check after audits are an on-site visit by the TSA's compliance team to a Grant Recipient after the closure of the Funded Period of activity. This audit will be a review of the Funded Activities and the Grant Recipient, reviewing original records, documentation, receipts and may include the interviewing of staff.

8.4 In all instances where actual costs are being claimed, all original receipts must be presented to the TSA for verification as part of the Payment Process.

8.5 The TSA may, at any time during and up to seven (7) years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the TSA considers it necessary. The Grant Recipient agrees to grant the TSA or its Representatives access, as required, to all Funded Activities sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with sub-contractors or Consortium Members (if applicable).

8.6 If the TSA requires further information, explanations and documents, in order for the TSA to establish that the Grant has been used properly in accordance with the Grant Funding Agreement, the Grant Recipient will, within five (5) Working Days of a request by the TSA, provide the TSA, free of charge, with the requested information.

8.7 The Grant Recipient shall:

8.7.1 [if applicable and in accordance with paragraph 8.1 ] nominate an independent auditor to verify the final statement of expenditure and income submitted to the TSA;

8.7.2 identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and

8.7.3 maintain a record of internal financial controls and procedures and provide the TSA with a copy if requested.

### **Compliance Requirements for registered companies and charities**

8.8 Where the Grant Recipient is a company registered at Companies House, the Grant Recipient must file their annual return and accounts by the dates specified by Companies House.

8.9 Where the Grant Recipient is a registered charity, the Grant Recipient must file their charity annual return by the date specified by the Charity Commissioner.

8.10 If a Grant Recipient fails to comply with paragraphs 8.8 or 8.9 of these Conditions the TSA may suspend funding or terminate the Grant Funding Agreement in accordance with paragraph 25.1.1 of this Grant Funding Agreement.

## **9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY**

9.1 The Grant Recipient will at all times comply with all applicable Laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.

9.2 The Grant Recipient must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft, money laundering, counter terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall ensure that the internal/external auditors report on the adequacy or otherwise of the financial management and governance systems in place.

9.3 By signing this Grant Funding Agreement the Grant Recipient is confirming that their internal financial controls and governance structures are fit for purpose and that the Grant Recipient has effective procedures to be accountable for the use of the Grant as part of the Turing Scheme, as set out in this Grant Funding Agreement, under UK financial laws and regulations.

9.4 All cases of fraud or theft (whether proven or suspected) relating to the Funded Activities must be notified to the TSA as soon as they are identified. The Grant Recipient shall explain to the TSA what steps are being taken to investigate the irregularity and shall keep the TSA informed about the progress of any such investigation. The TSA may, however, request that the matter (which the Grant Recipient is obliged to carry out) is referred to external auditors or other Third Party as required.

9.5 The TSA will have the right, at its absolute discretion, to insist that the Grant Recipient address any actual or suspected fraud, theft or other financial irregularity and/or to suspend

future payment of the Grant to the Grant Recipient. Any grounds for suspecting financial irregularity includes what the Grant Recipient, acting with due care, should have suspected as well as what is actually proven.

9.6 The Grant Recipient agrees and accepts that it may become ineligible for Grant support and may be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of His Majesty's Revenue and Customs.

9.7 For the purposes of paragraph 9.5 "**financial irregularity**" includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement. The Grant Recipient may be required to provide statements and evidence to the TSA or the appropriate organisation, such as the Police, as part of pursuing sanctions, criminal or civil proceedings.

## 10. CONFLICTS OF INTEREST

10.1 Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.

10.2 The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

## 11. CONFIDENTIALITY

11.1 Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, the Grant Recipient shall treat all Confidential Information belonging to the TSA and the Department for Education as confidential and shall not disclose any Confidential Information belonging to the TSA, or Department for Education to any other person without the prior written consent of the TSA, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.

11.2 The Grant Recipient gives its consent for the TSA and the Department for Education to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the TSA, the Department for Education or the Grant Recipient redacted), including from time-to-time agreed changes to the Grant Funding Agreement.

11.3 Nothing in this paragraph 11 shall prevent the TSA disclosing any Confidential Information obtained from the Grant Recipient:

11.3.1 for the purpose of the examination and certification of the TSA's accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the TSA has used its resources; or

11.3.2 to the Department for Education or any government department or, any body carrying out public functions of His Majesty's Government or any contractor, sub-contractor or agent of the Department for Education in the event that this Grant Funding Agreement has been assigned, novated or transferred pursuant to paragraph 19.3; or

11.3.3 to any other government department, consultant, contractor or other person engaged by the TSA, provided that in disclosing information the TSA only discloses the

information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate; or

11.3.4 where disclosure is required by Law, including under the Information Acts.

11.4 Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

## **12. TRANSPARENCY**

The TSA and the Grant Recipient acknowledge that, except for any information, which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential and may be published by the TSA in accordance with paragraph 11.2 above.

## **13. STATUTORY DUTIES**

13.1 The Grant Recipient agrees to adhere to its obligations under the Law including but not limited to the Information Acts and the HRA.

13.2 Where requested by the TSA, the Grant Recipient will provide reasonable assistance and cooperation to enable the TSA and the Department for Education to comply with the TSA's and Department for Education's information disclosure obligations under the Information Acts.

13.3 On request from the TSA, the Grant Recipient will provide the TSA with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the TSA may reasonably require.

13.4 The Grant Recipient acknowledges that the TSA, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient including but not limited to the Department for Education.

13.5 The TSA will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the TSA will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

### **Equality, Diversity And Inclusion**

13.6 The Grant Recipient shall ensure that it does not, in delivering the Funded Activities under this Grant Funding Agreement, discriminate within the meaning of the Equality Legislation.

13.7 The Grant Recipient shall comply with any equal opportunities or diversity policies or guidelines as requested and provided by the TSA from time to time.

### **Protection Of Children And Vulnerable Adults**



13.8 The Grant Recipient shall comply with the provisions of Annex 8 (Protection of Vulnerable Children and Vulnerable Adults).

## **Health And Safety**

13.9 The Grant Recipient shall take all necessary measures to comply with the requirements of the Health and Safety at Work Act 1974 (or any equivalent legislation in any applicable jurisdiction) and any other acts, orders, regulations and codes of practice (including, without limitation, any approved codes of practice) relating to health and safety, which may apply to the performance of this Grant Funding Agreement and the Funded Activities.

## **14. DATA PROTECTION AND PUBLIC PROCUREMENT**

### **Data Protection**

14.1 The Grant Recipient and the TSA will comply at all times with their respective obligations under Data Protection Legislation.

### **Public Procurement**

14.2 The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities 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.

14.3 Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the TSA shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

## **15. INTELLECTUAL PROPERTY RIGHTS**

15.1 Intellectual Property Rights in all IPR Material will be the property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

15.2 The Grant Recipient grants to the TSA and to the Department for Education a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Funded Activities and other projects.

15.3 Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.

15.4 The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

15.5 The Grant Recipient warrants that the delivery of the Funded Activities does not and will not infringe any Third Party's Intellectual Property Rights.

15.6 Where any Intellectual Property Rights owned or licensed by the TSA are required to be used in connection with the delivery of the Funded Activities, the Grant Recipient acknowledges that it shall have no right to use the same except to the extent necessary for the delivery of the Funded Activities and subject to such consents and restrictions as may be specified by the TSA.

## **16. ENVIRONMENTAL REQUIREMENTS**

16.1 The Grant Recipient shall perform the Funded Activities in accordance with the Department for Education's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

16.2 The Grant Recipient shall pay due regard to the use of recycled products, so long as such products are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.

16.3 The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the TSA shall be notified in advance of their use. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

## **17. ASSETS**

### **Inventory of the Assets**

17.1 The Grant Recipient shall agree in advance with the TSA any plans to purchase or improve any Fixed Assets at a cumulative cost exceeding five hundred pounds sterling (£500) and must keep a register of all Fixed Assets acquired or improved at a cost exceeding two hundred and fifty pounds sterling (£250), wholly or partly using the Grant provided under the Grant Funding Agreement. Where the cost of purchasing or improving the Fixed Assets is less than five hundred pounds sterling (£500) authorisation is not required but the Asset should be recorded on the fixed asset register.

17.2 Assets purchased with Grant funding must only be used for delivery of the Funded Activities, unless expressly agreed by the TSA.

17.3 For each entry in the register the following particulars must be shown where appropriate:

- 17.3.1 date of acquisition or improvement;
- 17.3.2 description of the Asset;
- 17.3.3 cost, net of recoverable VAT;
- 17.3.4 location of the Asset;
- 17.3.5 serial or identification numbers;
- 17.3.6 location of the title deeds;

- 17.3.7 date of any Disposal;
- 17.3.8 depreciation/amortisation policy applied;
- 17.3.9 proceeds of any Disposal net of VAT; and
- 17.3.10 the identity of any person to whom the Asset has been transferred or sold.

17.4 The TSA reserves the right to require the Grant Recipient to maintain the above particulars as set out in 17.3.1 - 17.3.10 for any additional items which the TSA considers material to the overall Grant.

### **Disposal of Asset**

17.5 Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.

17.6 The TSA reserves the right to determine the outcome of any Asset created as a result of the Funded Activities or purchased with the Grant.

17.7 The Grant Recipient must not dispose of any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant without the prior written consent of the TSA. If the TSA grants consent to the Disposal, such consent may be subject to satisfaction of certain conditions, to be determined by the TSA.

17.8 If the Grant Recipient disposes of any Asset without the prior written consent of the TSA, the Grant Recipient must use all reasonable endeavours to achieve the market price for the Assets and must pay to the TSA a proportion of the proceeds of such sale, equivalent to the proportion of the purchase or development costs of the Assets that was funded by the Grant, provided that the TSA may at its discretion allow the Grant Recipient to keep all or a part of the relevant proceeds where:

- 17.8.1 the sale of the Assets takes place after the end of the Asset Owning Period;
- 17.8.2 the proceeds of sale are to be applied directly to the purchase by the Grant Recipient of assets that are equivalent to or replacements for the Assets; or
- 17.8.3 the TSA is otherwise satisfied that the Recipient will apply those proceeds for purposes related to the Funded Activities.

17.9 The Grant Recipient shall hold the proceeds from the Disposal of any Asset on trust for the TSA.

### **Charging of any Asset**

17.10 The Grant Recipient shall not create any charge, legal mortgage, debenture or lien over any Asset without the prior written consent of the TSA.

## **18. INSURANCE**

18.1 The Grant Recipient will during the term of the Funding Period and for six (6) years after termination or expiry of these Conditions, ensure that it has and maintains, at all times adequate insurance with an insurer of good repute to cover claims under the Grant Funding Agreement or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with the Funded Activities or the Grant Funding Agreement.

18.2 The Grant Recipient will upon request produce to the TSA its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

## **19. ASSIGNMENT**

19.1 The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the TSA's prior approval.

19.2 Any approval given by the TSA will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the TSA, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

19.3 The TSA may, on instruction from the Department for Education, at any time assign, novate or transfer this Grant Funding Agreement to any Government Department, any body carrying out public functions of His Majesty's Government or any contractor, sub-contractor or agent of the Department for Education.

19.4 In the event that the TSA exercises its right at paragraph 19.3 the Grant Recipient must enter into a novation agreement in the form that the TSA specifies (if requested to do so).

## **20. SPENDING CONTROLS – MARKETING, ADVERTISING, COMMUNICATIONS AND CONSULTANCY**

20.1 The Grant Recipient may incur expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant provided that:

20.1.1 such expenditure relates to organisational support; and

20.1.2 it has been approved by the TSA as part of the Grant Recipient's Grant Application (or otherwise approved in writing by the TSA).

20.1.3 The Grant Recipient may be requested to provide evidence that any marketing, advertising, communications and consultancy expenditure carried out in connection with, or using the Grant will deliver measurable outcomes that meet government objective to secure value for money.

## **21. LOSSES, GIFTS AND SPECIAL PAYMENTS**

21.1 The Grant Recipient must obtain prior written consent from the TSA before:

21.1.1 writing off any debts or liabilities;

21.1.2 offering to make any Special Payments; and

21.1.3 giving any gifts.

in connection with this Grant Funding Agreement.

21.2 The Grant Recipient will keep a record of all gifts, both given and received, in connection with the Grant or any Funded Activities.

## **22. BORROWING**

22.1 In accordance with paragraph 17.10 and this 22, the Grant Recipient must obtain prior written consent from the TSA before:

22.1.1 borrowing or lending money from any source in connection with the Grant Funding Agreement; and

22.1.2 giving any guarantee, indemnities or letters of comfort that relate to the Grant Funding Agreement, or have any impact on the Grant Recipient's ability to deliver the Funded Activities set out in the Grant Funding Agreement.

## **23. PUBLICITY**

23.1 The Grant Recipient gives consents to the TSA and the Department for Education to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from the Grant Application or any monitoring reports submitted to the TSA in accordance with paragraph 7.2 of these Conditions.

23.2 The Grant Recipient will comply with all reasonable requests from the TSA to facilitate visits, provide reports, statistics, photographs and case studies that will assist the TSA in its promotional and fundraising activities relating to the Funded Activities.

23.3 The TSA consents to the Grant Recipient carrying out any reasonable publicity about the Grant and the Funded Activities as required, from time to time.

23.4 Any publicity material for the Funded Activities must refer to the programme under which the Grant was awarded and must feature the Turing Scheme logo in accordance with the TSA's visual identity guidelines for the Turing Scheme (being such guidelines as shall be notified in advance to the Grant Recipient). The Grant Recipient will not use the Turing Scheme logo for any other purpose whatsoever. If a Third Party wishes to use the Turing Scheme's logo, the Grant Recipient must first seek permission from the TSA.

23.5 The Grant Recipient will acknowledge the support of the Turing Scheme and the Department for Education in any materials that refer to the Funded Activities and in any written or spoken public presentations about the Funded Activities. Such acknowledgements (where appropriate or as requested by the TSA) will include the Turing Scheme's name and logo (or any future name or logo adopted by the Turing Scheme) using the templates provided by the TSA from time to time.

23.6 In using the TSA's name and logo, the Grant Recipient will comply with all reasonable branding guidelines issued by the TSA from time to time.

## 24. CHANGES TO THE TSA'S REQUIREMENTS

24.1 The TSA will notify the Grant Recipient of any changes to their Funded Activities, which are supported by the Grant.

24.2 The Grant Recipient will accommodate any changes to the TSA's needs and requirements under these Conditions.

## 25. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

### Events of Default

25.1 The TSA may exercise its rights set out in paragraph 25.3 if any of the following events occur:

25.1.1 the Grant Recipient uses the Grant for a purpose other than the Funded Activities;

25.1.2 the Grant Recipient fails to comply with its obligations under the Grant Funding Agreement, which is material in the opinion of the TSA;

25.1.3 the Grant Recipient uses the Grant for Ineligible Expenditure;

25.1.4 the Grant Recipient fails, in the TSA's opinion, to make satisfactory progress with the Funded Activities as detailed in Annex 2.;

25.1.5 the Grant Recipient fails to:

(a) submit an adequate Remedial Action Plan to the TSA following a request by the TSA pursuant to paragraph 25.3.4; or

(b) improve delivery of the Funded Activities in accordance with the Remedial Action Plan approved by the TSA;

25.1.6 the Grant Recipient is, in the opinion of the TSA, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);

25.1.7 the Grant Recipient fails to declare Double Funding;

25.1.8 the Grant Recipient fails to declare any Match Funding in accordance with paragraph 4.8;

25.1.9 the Grant Recipient receives funding from a Third Party which, in the opinion of the TSA, undertakes activities that are likely to bring the reputation of the Funded Activities or the Turing Scheme into disrepute;

25.1.10 the Grant Recipient provides the TSA with any materially misleading or inaccurate information and/or any of the information provided in their Grant Application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the TSA considers to be significant;

25.1.11 the Grant Recipient commits or has committed a Prohibited Act or fails to report a Prohibited Act to the TSA, whether committed by the Grant Recipient, its Representatives or a Third Party, as soon as they become aware of it;

25.1.12 the TSA determines (acting reasonably) that the Grant Recipient or any of its Representatives has:

- (a) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the TSA; or
- (b) taken any actions which unfairly bring or are likely to unfairly bring the TSA's, Department for Education's or the Turing Scheme's name or reputation and/or the TSA, Department for Education's or the Turing Scheme into disrepute. Actions include omissions in this context;
- (c) transferred, assigns or novates the Grant to any Third Party without the TSA's consent;
- (d) failed to act in accordance with the Law; howsoever arising, including incurring expenditure on unlawful activities;

25.1.13 the Grant Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);

25.1.14 the Grant Recipient becomes insolvent as defined by section 123 of the Insolvency Act 1986, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;

25.1.15 the Grant Recipient breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 30.3;

25.1.16 the Grant Recipient undergoes a Change of Status which the TSA, acting reasonably, considers:

- (a) will be materially detrimental to the Funded Activities and/or;
- (b) the new body corporate cannot continue to receive the Grant because they do not meet the Eligibility Criteria used to award the Grant to the Grant Recipient;
- (c) the TSA believes that the Change of Status would raise national security concerns; and/or

(d) the new body corporate intends to make fundamental change(s) to the purpose for which the Grant was given.

25.2 Where, the TSA determines that an Event of Default has or may have occurred, the TSA shall notify the Grant Recipient to that effect in writing, setting out any relevant details, of the failure to comply with these Conditions or pertaining the Event of Default, and details of any action that the TSA intends to take or has taken.

### **Rights reserved for the TSA in relation to an Event of Default**

25.3 Where, the TSA determines that an Event of Default has or may have occurred, the TSA shall take any one or more of the following actions:

25.3.1 suspend or terminate the payment of Grant for such period as the TSA shall determine; and/or

25.3.2 reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or

25.3.3 require the Grant Recipient to repay the TSA the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or

25.3.4 give the Grant Recipient an opportunity to remedy the Event of Default (if remediable) in accordance with the procedure set out in paragraphs 25.4 to 25.10;

25.3.5 terminate the Grant Funding Agreement. The TSA will notify the Grant Recipient of notice to terminate, explaining the reasons for the termination ("Termination Notice"). The Grant Recipient will have ten (10) Working Days, from the date of the Termination Notice, to appeal the termination decision. If an appeal is received the TSA must consider and respond within five (5) working days with the outcome of the appeal. If the appeal is not upheld an invoice will be raised requesting immediate payment from the Grant Recipient.

### **Opportunity for the Grant Recipient to remedy an Event of Default**

25.4 Where the Grant Recipient is provided with an opportunity to submit a draft Remedial Action Plan in accordance with paragraph 25.3.4, the draft Remedial Action Plan shall be submitted to the TSA for approval, within five (5) Working Days of the Grant Recipient receiving notice from the TSA.

25.5 The draft Remedial Action Plan shall set out:

25.5.1 full details of the Event of Default; and

25.5.2 the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales.

25.6 On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the TSA will submit its comments on the draft Remedial Action Plan to the Grant Recipient.



25.7 The TSA shall have the right to accept or reject the draft Remedial Action Plan. If the TSA rejects the draft Remedial Action Plan, the TSA shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the TSA.

25.8 If the TSA directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the TSA's comments.

25.9 If the TSA does not approve the draft Remedial Action Plan the TSA may, at its absolute discretion, terminate the Grant Funding Agreement.

25.10 The TSA shall not by reason of the occurrence of an Event of Default which is, in the opinion of the TSA, capable of remedy, exercise its rights under either paragraph 25.3.3 or 25.3.4 unless the Grant Recipient has failed to rectify the default to the reasonable satisfaction of the TSA.

### **General Termination rights – Termination for Convenience**

25.11 Notwithstanding the TSA's right to terminate the Grant Funding Agreement pursuant to paragraph 25.3.4 above, either Party may terminate the Grant Funding Agreement at any time by giving at least thirty (30) days written notice to the other Party.

25.12 If applicable, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with the Grant Funding Agreement and approved by the TSA as being required to finalise the Funded Activities) shall be returned to the TSA within thirty (30) days of the date of receipt of either written notice of termination from the TSA under paragraph 25.11 or a Termination Notice. If the Grant Recipient fails to repay the due sum within thirty (30) days the sum will be recoverable summarily as a civil debt.

25.13 If the TSA terminates the Grant Funding Agreement in accordance with paragraph 25.11 the TSA may, subject to clause 25.14, choose to pay the Grant Recipient's reasonable costs (including any reasonable costs irrevocably committed in good faith before the date of termination) in respect of the delivery of the Funded Activities performed up to the termination date. Reasonable costs will be identified by the Grant Recipient and will be subject to the Grant Recipient demonstrating that they have taken adequate steps to mitigate their costs. For the avoidance of doubt, the amount of reasonable costs payable will be determined solely by the TSA.

25.14 The TSA will not be liable to pay any of the Grant Recipient's costs or those of any sub-contractor, supplier or Consortium Member (if applicable) of the Grant Recipient related to any transfer or termination of employment of any employees engaged in the provision of the Funded Activities.

### **Change of Status**

25.15 The Grant Recipient shall notify the TSA immediately in writing and as soon as the Grant Recipient is aware (or ought reasonably to be aware) that it is anticipating, undergoing, undergoes or has undergone a Change of Status, provided such notification does not contravene any Law.

25.16 The Grant Recipient shall ensure that any notification made pursuant to paragraph 25.15 shall set out full details of the Change of Status including the circumstances suggesting and/or explaining the Change of Status.

25.17 Where the Grant has been awarded to a consortium and the Grant Recipient has entered into a collaboration agreement, the notification required under paragraph 25.15 shall include any changes to the Consortium Members as well as the lead Grant Recipient.

25.18 Following notification of a Change of Status the TSA shall be entitled to exercise its rights under paragraph 25.1 of these Conditions providing the Grant Recipient with notification of its proposed action in writing within three (3) months of:

- (a) being notified in writing that a Change of Status is anticipated or is in contemplation or has occurred; or
- (b) where no notification has been made, the date that the TSA becomes aware that a Change of Status is anticipated or is in contemplation or has occurred,

25.19 The TSA shall not be entitled to terminate where the Grant Recipient notified the TSA of a Change of Status in accordance with paragraph 25.15 and the TSA does not determine that the Change of Status falls within the scope of paragraph 25.1.16.

## **26. FORCE MAJEURE**

26.1 If either the TSA or the Grant Recipient is prevented or delayed in the performance of any of its obligations under the Grant Funding Agreement by Force Majeure, that Party shall immediately serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to paragraph 26.3 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that Party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

26.2 If either the TSA or the Grant Recipient is prevented by Force Majeure from performance of its obligations for a continuous period in excess of two (2) months, the other Party may terminate the Grant Funding Agreement forthwith on service of written notice upon the Party so prevented, in which case neither Party shall have any liability to the other except that rights and liabilities which accrued prior to such termination shall continue to subsist.

26.3 The Party claiming to be prevented or delayed in the performance of any of its obligations under the Grant Funding Agreement by reason of Force Majeure shall use reasonable endeavours to end Force Majeure or to find solutions by which the Grant Funding Agreement may be performed despite the Force Majeure.

26.4 Where any Funded Activities are prevented from taking place due to Force Majeure, the Grant Recipient shall ensure it has complied with its obligations under clauses 4.24 and 26.5.

26.5 If by reason of Force Majeure the Grant Recipient would like to re-plan its Funded Activities, the Grant Recipient shall inform the TSA as soon as possible, and follow the Change Control Process, set out in Annex 11 (Change Control Process).

## **27. DISPUTE RESOLUTION**

27.1 The Parties will use reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.

27.2 All disputes and complaints (except for those which relate to the TSA's right to withhold funds or terminate the Grant Funding Agreement) shall be referred in the first instance to the Representatives of the Parties.

27.3 If the dispute cannot be resolved between the Representatives of the Parties within a maximum of ten (10) Working Days, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's grant coordinator (or equivalent).

27.4 Nothing in this paragraph 27 shall prevent either Party from applying at any time to the court for injunctive relief on the grounds of infringement, or threatened infringement, of the other Party's obligations of confidentiality contained in this Grant Funding Agreement or infringement, or threatened infringement, of Intellectual Property Rights.

## **28. LIMITATION OF LIABILITY AND INDEMNITY**

28.1 The TSA accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient delivering/running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the TSA, its Representatives with respect to all actions, claims, charges, demands Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.

28.2 For any liability falling outside of paragraph 28, the TSA's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

## **29. VAT**

29.1 If VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the TSA shall not be obliged to pay any additional amount by way of VAT.

29.2 All sums or other consideration payable to or provided by the Grant Recipient to the TSA at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Grant Recipient shall at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

## **30. CODE OF CONDUCT FOR GRANT RECIPIENTS**

30.1 The Grant Recipient acknowledges that by signing the Grant Funding Agreement it agrees to take account of the Code of Conduct, which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.

30.2 The Grant Recipient shall immediately notify the TSA if it becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

30.3 The Grant Recipient acknowledges that a failure to notify the TSA of an actual or suspected breach of the Code of Conduct may result in the TSA immediately suspending the Grant funding or terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraphs 4.15.3, 25.3 and 25.1.15.

### **31. NOTICES**

31.1 All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 7 (Contact Details) or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 7 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

### **32. GOVERNING LAW**

32.1 These Conditions will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.

### **33. COUNTERPARTS**

33.1 This Grant Funding Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

### **34. THIRD PARTY RIGHTS**

34.1 Unless it expressly states otherwise, this Grant Funding Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Grant Funding Agreement.

**SIGNED by:**

.....

**Signature**

**for and on behalf of  
Capita Business Services Limited**

**Title**

.....

**Date**

**SIGNED by:**

.....

**Signature**

**for and on behalf of**

**Title**

.....

**Date**

**TURING****SCHEME**

The UK's global programme  
to study and work abroad

 UK Government

# ANNEXES TO GRANT FUNDING AGREEMENTS RELATING TO THE PROVISION OF FUNDING IN RESPECT OF THE TURING SCHEME

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## ANNEX 1 – PAYMENT REQUEST PROCESS

Definitions where they appear in this Annex:

<b>Organisational Support</b>	means Grant provided to cover the costs directly linked to the administration and implementation of a placement by an organisation.
<b>Payment Request</b>	means a payment request submitted via the Project Reporting Tool by the Grant Recipient, based on the Anticipated Points of Expenditure.
<b>Mobility Group</b>	A collection of individual learners who are undertaking the same type of mobility, in the same month, to the same destination country. The number of payments relate to the number of months that has mobility groups starting (maximum of 12 being possible).
<b>Project Plan</b>	Means a projection of planned Mobilities, that start in each month, collated into Mobility Groups that have the same type of Mobility and destination country across the lifecycle of a Turing Scheme project. The project plan will set out the Mobility Groups in each month, their start date, and the month when payment will be made (anticipated point of expenditure)
<b>Total Budget</b>	means the overall amount of Grant provided to the Grant Recipient to deliver all Mobility placements.

Payments of Grant and the Grant Recipient's live Mobility data reporting will be managed via the Project Reporting Tool. The Grant Recipient must use this tool to manage their approved Project. Any changes will need to be approved via a formal change request process with the TSA and changes which are permissible via the Project Reporting Tool are clearly set out in Annex 11 (Change Control Process).

It is the Grant Recipient's responsibility to update the Project Reporting Tool monthly once Mobilities have started. Access to the Project Reporting Tool will be provided by the TSA once the Grant Recipient has received this Grant Funding Agreement and should be used as the management tool by the Grant Recipient to make any permissible changes from July 2023 onwards.

The Project Reporting Tool will have the functionality to:

- Provide unique project identification / reference.
- Report / track individual Mobility participation per Mobility Group.
- Detail Anticipated Points of Expenditure and the dates required for the Payment Request over the project lifecycle.
- Auto calculation of the Organisational Support.
- Display of Total Budget awarded to the Grant Recipient and the amount of Grant which has been received by the Grant Recipient at any given time.



- Ability for the Grant Recipient to verify and keep Mobility participant data up to date and live on a monthly basis and make adjustments to ensure accuracy of payments.
- Make permissible changes as set out in Annex 11 (Change Control Process).
- Submit Final Reports and relevant data.
- Provide narrative for any permissible changes.

The Project Plan, which is created through collation of the information entered by the Grant Recipient into the Grant Application, forms the starting point for the payments to be made to the Grant Recipient by the TSA.

The Project Plan summarises the Mobility Group start dates, the Anticipated Points of Expenditure, and when requests will need to be submitted for payments to be made. Access to the Project Plan data will be incorporated into the Project Reporting Tool.

Grant Recipients will need to fulfil set requirements as set out below to trigger a payment.

<b>Organisational Support</b>	
<b>Anticipated Point of Expenditure</b>	<ul style="list-style-type: none"> <li>• One Organisational Support claim per Project<sup>1</sup> (80% paid at point of expenditure and 20% paid as part of Final Report reconciliation).</li> <li>• Can be from August 2023.</li> <li>• Up to six months before the start of the earliest planned Mobility Group.</li> </ul>
<b>Payment requirements</b>	<ul style="list-style-type: none"> <li>• Approved bank account setup with TSA.</li> <li>• Countersigned and dated Grant Funding Agreement with TSA.</li> </ul>
<b>Payment Request</b>	<ul style="list-style-type: none"> <li>• August 2023 Anticipated Point of Expenditure: Payment Request via the Project Reporting Tool by 31st July 2023.</li> <li>• September 2023 Anticipated Point of Expenditure: Payment Request via the Project Reporting Tool by 31st August 2023.</li> <li>• October 2023 Anticipated Point of Expenditure: Payment Request via the Project Reporting Tool by 31st August 2023.</li> <li>• November 2023 onwards Anticipated Points of Expenditure: Submission of Payment Request via the Project Reporting Tool by the 15th of the prior month (i.e. 15th September for a November PoE)</li> </ul>

<p><b>Payment amount</b></p>	<ul style="list-style-type: none"> <li>• Initial Payment – TSA will pay 80% of eligible costs.</li> <li>• Final payment – Remainder of Organisational Support cost will be paid or recovery will be made, based on eligible costs at Final Report and data provided in the Project Reporting Tool showing the number of Mobilities.</li> <li>• Unless the Grant Funding Agreement ends early, the final Organisational Support costs will be paid by the TSA after the 31st August 2024 as part of the final reconciliation following Final Report submission. However, the point of defrayment for all Organisational Support costs must be prior to the 31st August 2024.</li> </ul>
<p><b>Payment reconciliation</b></p>	<ul style="list-style-type: none"> <li>• Participant numbers will be reviewed against the Project Reporting Tool by the TSA throughout the lifetime of the Project.</li> <li>• If the Project Reporting Tool is updated with fewer total mobilities for the whole project, overpayment of Organisational Support will be offset against a subsequent payment or recovered.</li> <li>• The Grant Recipient must submit a certificate of expenditure or statement of usage with their Final Report. The final payment will be withheld if this is not submitted within twenty-eight (28) days of the end of the Project and alongside the Final Report or by the timeframe agreed by the TSA.</li> </ul>

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<sup>1</sup> Consortium applicants to receive one organisational claim per project on behalf of all organisations sending mobilities as determined by the project plan.

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<b>Mobility Group Costs</b>			
<b>Budget Headings</b>	<b>Higher Education</b>	<b>Further Education and VET</b>	<b>Schools</b>
	<ul style="list-style-type: none"> <li>• Cost of living</li> <li>• Travel</li> <li>• Additional educational needs support</li> <li>• Exceptionally expensive travel</li> <li>• Disadvantaged uplift</li> </ul>	<ul style="list-style-type: none"> <li>• Cost of living</li> <li>• Travel</li> <li>• Additional educational needs support</li> <li>• Exceptionally expensive travel</li> <li>• Exceptional costs</li> <li>• Linguistic support</li> </ul>	<ul style="list-style-type: none"> <li>• Cost of living</li> <li>• Travel</li> <li>• Additional educational needs support</li> <li>• Exceptionally expensive travel</li> <li>• Exceptional costs</li> </ul>
<b>Anticipated Point of Expenditure</b>	<ul style="list-style-type: none"> <li>• Per Mobility Group(s) start month.</li> <li>• Can be from August 2023.</li> <li>• Up to three (3) months before each Mobility Group(s) start month.</li> </ul> <p>The Grant Recipient is required to submit a Payment Request together with a Declaration via the Live Reporting Tool by the 15th day of the month, prior to each Anticipated Point of Expenditure. If the Grant Recipient does not submit a Payment Request and a Declaration, payment will not be made. It is the Grant Recipient's responsibility to ensure that the Anticipated Point of Expenditure and associated data remains accurate, reflecting the true value needed to be paid.</p> <p>Annex 11 (Change Control Process) sets out the change control process for permissible changes. The Grant Recipient must adhere to these change control requirements. If there are changes to the Anticipated Point of Expenditure a narrative must be provided to support these changes. If no narrative is provided, then payment may be withheld.</p>		
<b>Payment requirements</b>	<ul style="list-style-type: none"> <li>• Approved bank account setup with the TSA.</li> <li>• Countersigned and dated Grant Funding Agreement with the TSA.</li> <li>• Project Reporting Tool updated with participant information.</li> </ul>		

<b>Payment Request</b>	<p>Example payment request timelines</p> <ul style="list-style-type: none"> <li>• August 2023 Anticipated Point of Expenditure: Payment Request via the Project Reporting Tool by 31st July 2023.</li> <li>• September 2023 Anticipated Point of Expenditure: Payment Request via the Project Reporting Tool by 31st August 2023</li> <li>• October 2023 Anticipated Point of Expenditure: Payment Request via the Project Reporting Tool by 31st August 2023.</li> <li>• November 2023 onwards Anticipated Points of Expenditure: Submission of Payment Request via the Project Reporting Tool by the 15th of the prior month (i.e. 15th September for a November PoE)</li> </ul>
<b>Payment Request -Project Reporting Tool</b>	<ul style="list-style-type: none"> <li>• The Grant Recipient must make a Payment Request via the Project Reporting Tool every time they are expecting a payment of Grant, in accordance with the Anticipated Point of Expenditure/Project Plan in Annex 2 (Funded Activities).</li> <li>• A Payment Request must be made by the Grant Recipient by the 15th calendar day of the month, two months before the Anticipated Point of Expenditure.</li> <li>• Once the planned Mobility Groups have started, the Grant Recipient must declare every month, whether the mobility data entered into the Project Report Tool is still accurate. This must be completed even if no payment is expected that month.</li> <li>• If no Declaration is submitted or no live Mobility Group update is provided at each Payment Request, then payment may be withheld by the TSA.</li> </ul>
<b>Payment amount £</b>	<ul style="list-style-type: none"> <li>• Interim payment – 80% of eligible costs included in each Payment Request will be paid by the TSA. This may vary after the TSA has undertaken a payment reconciliation.</li> <li>• Final payment – This will either be the remainder of any eligible budget claimed at Final Report stage for Mobility Group costs and Organisational Support costs, or a recovery based on final reported eligible expenditure and reconciliation reported at Final Report.</li> </ul>

<p><b>Payment reconciliation by the TSA</b></p>	<ul style="list-style-type: none"> <li>• Review of live reporting by the TSA to ensure eligibility requirements have been met for all budget headings for costs per participant.</li> <li>• For budget headings based on actual costs, the TSA will request evidence from the Grant Recipient to review accuracy and eligibility of Payment Request.</li> <li>• If evidence of actual costs is requested, the Grant Recipient must upload this information to the Project Reporting Tool within two (2) working days. If evidence is not provided, then the TSA may recover the funding that evidence has not been provided for.</li> <li>• If any costs are ineligible or there has been an overpayment based on the updated Approved Project Plan or a change in live reporting data, this will be offset against the Payment Request or recovered.</li> <li>• Payment Request does not exceed 80% of the total for each budget heading, including any previous payments made.</li> <li>• Unless the Grant Agreement ends early via termination or the Final Report is submitted early, the final Mobility Group costs and Organisational Support costs will be paid by the TSA after the 31st August 2024 as part of the final reconciliation following Final Report submission. However, the point of expenditure for all actual costs must be prior to the 31st August 2024.</li> </ul>
<p><b>Final Report (Mobility Group and Organisational Support Costs)</b></p>	<ul style="list-style-type: none"> <li>• Submitted within one month of the final completed Mobility Group placement.</li> <li>• The Grant Recipient must update the Project Reporting Tool confirming all activities have been completed and that a final payment is required. If this update is not provided, then the final payment will be withheld by the TSA.</li> <li>• If the Grant Recipient fails to update the participant data or data is incomplete, then final payment will be withheld. The purpose of the Final Report is to provide a final complete picture of activities delivered and expenditure incurred and enable a budget reconciliation.</li> <li>• The Grant Recipient must submit a certificate of expenditure or statement of usage with their Final Report. Final payment will be withheld if this is not submitted within twenty-eight (28) days of the end of the Project and alongside the Final Report or by the timeframe agreed by the TSA.</li> <li>• The Grant Recipient will also be required to gather reports from all the participants sent on placement during the Project and must submit these to the TSA, if requested.</li> <li>• The Final Report will include a Declaration from the Grant Recipient that project activities were delivered in line with the objectives set out in their Grant Application or approved changes during the Project.</li> </ul>

<b>Anticipated Points of Expenditure</b>	
<b>Month of Anticipated Point of Expenditure</b>	<b>Payment Request submission deadline</b>
August 2023	31 July 2023
<b>September 2023</b>	<b>31 August 2023</b>
October 2023	31 August 2023
<b>November 2023</b>	<b>15 September 2023</b>
December 2023	15 October 2023
<b>January 2024</b>	<b>15 November 2023</b>
February 2024	15 December 2023
<b>March 2024</b>	<b>15 January 2024</b>
April 2024	15 February 2024
<b>May 2024</b>	<b>15 March 2024</b>
June 2024	15 April 2024
<b>July 2024</b>	<b>15 May 2024</b>
August 2024	15 June 2024

## ANNEX 2 – FUNDED ACTIVITIES AND PAYMENT SCHEDULE

### Project participant and mobility groups totals

#### Organisational Support

#### Budget Summary

### Project Plan

Type	Month payment request to be made	Organisation to be paid in	Grant request
Organisational Support			£

Mobility groups start month	Number of mobility groups	Month payment request to be made	Organisation to be paid in	Grant request
Total mobility groups cost				£

## ANNEX 3 – NOT USED



## ANNEX 4 – NOT USED

## ANNEX 5 – NOT USED

## ANNEX 6 – NOT USED

## ANNEX 7 – CONTACT DETAILS

The main TSA contact details in connection with the Grant are

<b>Name of contact</b>	Capita Business Services Limited
<b>Email address</b>	<a href="mailto:Turing-Scheme@capita.com">Turing-Scheme@capita.com</a>
<b>Telephone number</b>	N/A
<b>Postal address</b>	65 Gresham Street, London EC2V 7NQ

This information is correct at the date of the Grant Funding Agreement. The TSA will send you a revised contact sheet if any of the details change.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

### Contact Person

<b>Organisation</b>	
<b>First and last name</b>	
<b>Position in organisation</b>	
<b>Email address</b>	
<b>Telephone number</b>	
<b>Postal address</b>	

Any communication from the TSA to the Grant Recipient must be sent to the above address and/or contact details.

### Legal Representative

A legal representative should be the person who is authorised to enter into a legally binding commitment on behalf of the Grant Recipient. We strongly recommend that the person acting as the legal representative is different from the contact person for the applicant organisation.

<b>First and last name</b>	
<b>Position in organisation</b>	
<b>Email address</b>	
<b>Telephone number</b>	
<b>Postal address</b>	

Please inform the TSA if the Grant Recipient's main contact changes, or if there is any change to the organisation's legal representative.

## ANNEX 8 – PROTECTION OF CHILDREN AND VULNERABLE ADULTS

1. The Grant Recipient warrants that, in relation to all Mobility Groups in connection with the Funded Activities the Grant Recipient adheres to the relevant Domestic Law including any relevant statutory and non-statutory guidance relevant to the sector, nation and overseas territory, and that under 18-year-olds are safe on any Mobility.
2. The Grant Recipient must ensure they adhere to the safeguarding requirements of each devolved nation or overseas territory ensuring compliance with all legislation and statutory guidance relevant at any time to the safeguarding and protection of children and vulnerable adults. For England, key statutory guidance we expect to be followed includes ['Keeping Children Safe in Education'](#) (KCSIE) guidance. For Wales, key statutory guidance expected to be followed is ['Keeping Learners Safe'](#) (KLS). For Northern Ireland, the key guidance expected to be followed for Schools is ['Safeguarding and Child Protection in Schools'](#) and ['Northern Ireland Further Education Colleges Policy Framework, Safeguarding, Care & Welfare Policy'](#) for the FE sector. For Scotland, the key statutory guidance expected to be followed is the ['Child Protection and Safeguarding Policy'](#). For overseas territories we would expect Grant Recipients to follow the regulations and guidance applicable in their own territory. The Grant Recipient will acknowledge that regulations are amended from time to time, and it will comply with these in all respects.
3. The Grant Recipient must adhere to relevant internal safeguarding procedures for all participants, including those over-18, to ensure they are safe on any Mobility.
4. The Grant Recipient must comply with relevant UK legislation and relevant legislation in the country/territory for each Mobility. This would include the UK Data Protection Act 1998, and legislation/statutory guidance relevant at any time to the safeguarding and protection of children and vulnerable adults (for example, the 'UN Convention on the Rights of the Child', 'The Children Act, 1989', 'Safeguarding Vulnerable Groups Act, 2006', 'Protection of Vulnerable Groups (Scotland) Act 2007' and the 'Safeguarding Vulnerable Groups (NI) Order 2007).
5. The Grant Recipient should have procedures in place for organising off-site Funded Activities. Organisations wishing to participate in the Turing Scheme must have in place: an up-to-date safeguarding or child protection policy, a code of conduct and a clear mechanism for reporting any safeguarding concerns.
6. The Grant Recipient will ensure that it is (and that any individual engaged by it to carry out Regulated Activity in connection with the Funded Activities) is subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (**DBS**), Disclosure Scotland or AccessNI, including a check against the adult's barred list or the children's barred list, as appropriate or a valid local equivalent e.g. police certificate if the individual engaged is outside England or Wales. Where applicable, the Grant Recipient shall monitor the level and validity of the checks under this paragraph for each member of staff or other individual engaged by it to carry out Regulated Activity in connection with the Funded Activities.
7. The Grant Recipient always warrants that at all times whilst this Grant Funding Agreement is in force, it has not, and has no reason to believe that any person who is or will be employed or engaged by the Grant Recipient in connection with the Funded Activities, is barred from carrying out such employment or engagement.
8. The Grant Recipient shall immediately notify the TSA of any information that the TSA reasonably requests to enable the TSA to be satisfied that the obligations of this Annex have been met.

9. The Grant Recipient shall refer information about any person employed or engaged by it to carry out Regulated Activity in connection with the Funded Activities to the Disclosure and Barring Service (**DBS**), Disclosure Scotland, or AccessNI where it removed permission for such person to carry out the Regulated Activity (or would or might have, if such person had not otherwise ceased to engage in the Regulated Activity), because, in its opinion, such person has harmed or poses a risk of harm to children and/or vulnerable adults.
10. The Grant Recipient shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children and / or vulnerable adults.
11. The Grant Recipient is required to complete and return the Turing Safeguarding Checklist (below) confirming legal and regulatory requirements must be adhered to when working with children directly or delivering work that has an impact on children. All requirements must be in place before any Funded Activity takes place and the TSA has a right to request a copy of all child protection documentation at any time.
12. The Grant Recipient shall be aware that all child protection incidents, allegations and concerns must be reported to the TSA immediately, this includes those that do not meet the threshold requiring the safeguarding lead or head teacher to be alerted, via the online web form. This initial communication should not include any confidential information. This will initiate appropriate support from the TSA and ensure appropriate due diligence is followed regarding risk management procedures.

## Turing Safeguarding Checklist

A child is defined as anyone under the age of 18 years. The checklist below details the requirements that must be adhered to when working with children directly or when delivering work that has an impact on children. All requirements must be in place before an activity takes place and the TSA has the right to request a copy of all relevant documentation at any time.

Child Protection Requirement		Please tick		Comment
		Yes	No	
<b>Preparation and Planning:</b>				
<b>Safeguarding Policies and Procedures</b>	Clear line of accountability by having a designated safeguarding lead, or a member of the senior leadership team in your organisation to take leadership responsibility for child protection arrangements, including the commissioning and/or provision of services.			
	Up-to-date Safeguarding or Child Protection Policy, signed by the designated safeguarding lead (or the most senior person in your organisation), that is written clearly and is accessible and available to all relevant stakeholders, including children.			
	The safeguarding arrangements include a clear referral pathway for any safeguarding concerns or allegations of abuse.			

<b>Designated Safeguarding Lead (or equivalent)</b>	Mobility leaders have met with the designated safeguarding lead (or equivalent within your organisation) and have considered which arrangements need to be in place in both countries to ensure the safeguarding of all participants.			
<b>Staff</b>	Safe recruitment procedures are in place to carefully screen applicants (staff and volunteers) and to help prevent unsuitable individuals working with children. This is set out in part-3 of <a href="#">Keeping children safe in education (KCSIE)</a> .			
	Clear whistleblowing procedures, are suitably referenced in staff training and codes of conduct.			
	Appropriate support, for example via the designated safeguarding lead, for staff is offered, including undertaking mandatory induction and child protection training.			
	All staff and volunteers engaged in regulated activity with those under 18 years old have undergone an enhanced DBS with barred list information, Disclosure Scotland or AccessNI check or equivalent.			
	Ratios of staff to students have been agreed and consideration given in respect of the age of the children, whether any of the children have special educational needs and disabilities, the nature of the Funded Activities, the experience of those accompanying participants, duration of the Mobility and overnight stays.			
	All accompanying staff members have been informed of their roles and responsibilities and reminded of codes of conduct.			
	Staff are aware of any known health conditions the children may have including any medication and any possible allergies.			
	All staff have detailed information about parents'/guardians'/carers' emergency contact details.			
<b>Pre-Mobility and Planning</b>	The appropriate risk assessments have been completed and the local authority notified of the Mobility.			



	<p>Work has been carried out with partner educational organisations overseas to ascertain the nature of any safeguarding policies and procedures. This is to include the type of criminal record checks that have been carried out and other intelligence gathered when participants will be staying with families. Details provided of the expectations they have of host families are confirmed in writing.</p>			
	<p>When feasible and where a Mobility is being arranged for the first time, or involves a significant number of new staff members, a preliminary visit ahead of a Mobility has been carried out.</p>			
	<p>Where participants age 18 or over are taking part in the Mobility, this has been risk assessed and additional consideration has been given to the age of their co-participants. These participants are no longer legally categorised as children and the school/college should consider whether it is appropriate for them to be partnered with a participant under the age of 18. Consideration must be given to the need for participants to have suitable insurance.</p>			
<p><b>Children with Disabilities</b></p>	<p>All planning for Funded Activities fully considers participants under the age of 18 or young persons with a disability (as defined by the Disability Discrimination Act). However, it may be thought unsuitable for participants with certain types of disability to be offered a homestay situation. If they are integrated in a group with children who do not have disabilities, and they are staying with families, then it is important that those who are staying in a hotel or hostel as part of the Mobility, are able to visit the family hosting one of their fellow participants on the Mobility.</p>			
<p><b>Information for Parents / Guardians</b></p>	<p>Information has been provided to parents/guardians/carers about how welfare concerns or instances of abuse can be reported and how these will be managed.</p>			
	<p>Parents/guardians/carers of children involved in the trip have full details of participants under the age of 18 involved in the Mobility have full details of where their child is staying, a full itinerary of the Mobility and emergency contact telephone numbers.</p>			

	Expectations regarding behaviour of participants under 18 (which are captured in a code of conduct for staff and behaviour policy for pupils, developed by the Grant Recipient) have been communicated to parents/guardians/carers.			
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**Host Families:**  
 Every reasonable step must be taken to ensure the safety and well-being of young people when they stay with families. Selection and management of host families is crucial to ensuring the safety and protection of children.

<b>Procedures for selecting host</b>	The Mobility leader has ensured that the host organisation has a procedure in place to assess the suitability of homestays and obtained confirmation of this in writing			
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<b>families</b>	<p>The selection of host families includes:</p> <ul style="list-style-type: none"> <li>• Police Checks (where possible)</li> <li>• Self-Declaration forms (where possible)</li> <li>• Code of Conduct</li> <li>• House rules</li> <li>• Home visit checks</li> <li>• Verification of family structure</li> <li>• Suitability of sleeping arrangements</li> </ul>			
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Selection procedures have been communicated to parents/guardians/carers and their written agreement obtained to confirm they are satisfied with the hosting arrangements and the way in which the hosts families have been identified.

Families and participants under the age of 18 have been carefully matched and consideration given to particular aspects, including gender, diet, religious belief, and additional needs.

<b>Accommodation</b>	All participants under the age of 18 have his or her own bed in a room of someone of their own gender, or a separate bedroom.			
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All participants under the age of 18 have privacy whilst dressing, washing, and using toilet facilities.

**Reporting of Safeguarding Concerns:**

<b>Reporting concerns</b>	Specific guidance has been provided for the participants under the age of 18 on how to report any risks or situations which make them feel uncomfortable. This is to include who is the designated safeguarding lead, or equivalent.			
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<p>Those under 18s participating in a mobility and host families are aware of a 24-hour contact number and have been fully briefed as to procedures should problems arise. Staff agree to respond to any concerns immediately and to be available to answer any messages or calls straight away.</p>			
<p>Contingency measures are in place if a participant needs to move from the host family.</p>			

This checklist must be completed fully, and digitally signed by either the legal representative as named in the application or a figure of authority within your organisation<sup>2</sup>.

Please return the completed form to the delivery partner via email.

**Project Number** .....

**Organisation** .....

**Job Title/Position** .....

**Signature** <sup>3</sup>..... **Date** .....

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<sup>2</sup> e.g. Legal Representative/Headmaster/Deputy Head/Designated Safeguarding Officer  
<sup>3</sup> A digital signature is required

## ANNEX 9 – ANNUAL CERTIFICATION OF EXPENDITURE

### Notes for the completion of this certificate.

This certificate relates to the arrangements for providing an independent auditor/accountant's report on the grant expenditure.

All Grant Recipients (excluding local authorities and Maintained Schools) who receive grants in excess of £40,000, must complete the form below and submit within twenty-eight (28) days of the end of the Project and alongside the Final Report or by the timeframe agreed by TSA.

The certificate is to be reproduced on headed paper of the Grant Recipients accountant

All Grant Recipients (excluding local authorities and Maintained Schools) who receive grants of £40,000 or below will be required to complete Annex 10 (Statement of Grant Usage)

Local authorities and Maintain Schools who receive grants in excess of £40,000 will be required to complete Annex 10 (Statement of Grant Usage).

Annual Certification of \_\_\_\_\_ Expenditure for Grant Period Year [20\_\_ - \_\_]

- i. [Insert name/address of the body] [insert grant ref number]
- ii. [Insert name/address of the external auditor/accountant/organisation]

Dear Sirs

**Re: [insert programme / activity number]**

This certificate is provided to [name of Grant Recipient] to enable it to comply with the terms and conditions of the Grant Funding Agreement (GFA). We have obtained reasonable assurance that the expenditure, for which a grant of [insert value of grant awarded £XX] for the year ending [insert date] was paid. From this grant the incurred [insert amount of funding actually spent by the grant recipient £XX] and this was applied for the purposes intended by the TSA and the financial transactions conform to the GFA and list of objectives specified. Our work included examination, on a sample basis, of evidence relevant to the regularity and propriety of [insert name of the body]'s income and expenditure.

In our opinion, having carried out our work in all material respects, the expenditure for the grant period [20XX - XX] and the grant conditions have been met and the grant has been spent for the intended purposes.

This report is made solely to [\_\_\_\_\_] to be provided to the TSA. Our work has been undertaken so that we might state to [\_\_\_\_\_] those matters we are required

to state in a report and for no other purpose.

Yours faithfully

<b>Signed by an independent external officer authorised to sign</b>	
<b>Date</b>	
<b>Signature</b>	
<b>Name of external auditor/accountant or equivalent (please print)</b>	
<b>Position in organisation</b>	

<b>Signed by a senior officer authorised to sign on behalf of [insert name of the body]</b>	
<b>Date</b>	
<b>Signature</b>	
<b>Name (please print)</b>	
<b>Position in organisation</b>	

## ANNEX 10 – STATEMENT OF GRANT USAGE

Notes for the completion of this statement.

This statement is the alternative to Annex 9 (Annual Certification of Expenditure) and is to be used where the Grant Recipient is a Local Authority or Maintained School, or the Grant Recipient is in receipt of a grant of £40,000 or below.

The statement is to be reproduced on headed paper of the organisation, the local authority or Maintained School and comprises of three parts:

- a) Certificate of Grant Usage;
- b) Statement of Expenditure; and
- c) Report confirming Delivery.

The Grant Recipient shall submit the Statement of Grant Usage to the TSA no later than twenty-eight (28) days of the end of the Project and alongside the Final Report or by the timeframe agreed by the TSA.

### a) Certificate of Grant Usage

<b>Name of organisation</b>	
<b>Approved Project title</b>	

The total Grant amount of [£\_\_\_\_\_] was exclusively used for the purposes set out in the Grant Funding Agreement between the Grant Recipient and the TSA, dated [ \_\_\_ / \_\_\_ / \_\_\_\_\_ ].

A report on the Funded Activities funded by the Grant Funding will be submitted to the TSA, confirming that the grant outputs have been delivered to a satisfactory standard and the expected benefits that have accrued or will accrue. The report will be provided within 28 days after the completion of the funding of the [\_\_\_\_\_].

A final financial statement detailing the use of the Grant Funding will be provided in section b – Statement of Expenditure. This is a summary statement of all receipts and expenditures connected with the above Project. 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.

<b>Signature</b>			
<b>Name</b>		<b>Date</b>	
<b>Position</b>			
<b>Organisation address</b>		<b>Postcode</b>	

<b>Initialled by Organisation's Chief Financial Officer/ Auditor</b>	
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## b) Statement of Expenditure

<b>Name of Organisation</b>		
<b>Name of Approved Project</b>		
<b>Expenditure Type</b>		(£)
<b>TOTAL EXPENDITURE</b>		
<b>Paid for as follows:</b>		(£)
<b>Contribution from TSA</b>		
<b>Matching funding from own partners' resources</b>		
<b>Other funding</b>		
<b>TOTAL</b>		
<b>Under spend on Grant (if applicable)</b>		

## c) Report confirming Delivery

(Setting out how the funding has been applied detailing all relevant outputs.)
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## ANNEX 11 – CHANGE CONTROL PROCESS

1. Any changes a Grant Recipient needs to make to their Project after they have signed this Grant Funding Agreement will come under this Change Control Process.
2. The Turing Scheme is flexible, and Grant Recipients should make changes to their Project via the Project Reporting Tool throughout its delivery where these are needed. Any changes made should not change the fundamental aims and objectives on the basis of which the Project has been selected.
3. When considering changes to a Project, there are two routes that may apply:
  - a. Changes the Grant Recipient can make to their Project without seeking approval from the TSA
  - b. Changes that need to be approved by the TSA
4. Any change that would impact a payment request must be submitted via the Project Reporting Tool thirty (30) days prior to that payment request. The Project Plan in the Project Reporting Tool will automatically reflect the changes.
5. Changes cannot result in exceeding the overall Grant funding for the Project that was agreed in this Grant Funding Agreement. Payments will always be made based on the latest Approved Project Plan.
6. In exceptional circumstances, if a Grant Recipient cannot adhere to the thirty (30) day notice period, or if a Grant Recipient identifies a necessary change to a part of their Project they have already received Grant funding for, the change must be submitted via the Project Reporting Tool as soon as it is known.
7. For the purposes of making changes, the Project budget falls into one of two categories:
  - a. **Mobility Group start month** – these are considered based on the Mobility Groups that start in the same month, rather than the whole Project and are:
    - i. Learner cost of living support
    - ii. Disadvantaged uplift costs
    - iii. Learner travel costs
    - iv. Participant numbers
    - v. Accompanying person numbers
    - vi. Linguistic support budget
  - b. **Project budget categories** – these are considered across all of your Mobility Groups in the whole Project and are:
    - i. Organisational Support costs
    - ii. Exceptionally expensive travel
    - iii. Exceptional costs
    - iv. Additional educational needs support costs
8. The changes a Grant Recipient is considering may include both categories, in which case if either category requires TSA approval, then approval needs to be sought for the whole change.



### **Changes the Grant Recipient can make to their Project without seeking approval from the TSA**

9. The Grant Recipient is permitted to transfer the following Grant between the different Mobility Group start month budget categories without seeking TSA approval under the condition the following rules are respected:
  - a. The Grant Recipient is permitted to increase or decrease the number of participants, and accompanying persons (if applicable) up to and including 10% of the original number approved per Mobility Group start month.
  - b. The Grant Recipient can increase or decrease learner or accompanying person cost of living support, travel budget, Disadvantaged uplift costs and Linguistic support budget (if applicable) up to and including 10% of the original value approved per Mobility Group start month.
10. The Grant Recipient is permitted to transfer the following funds between the different Project budget categories without seeking TSA approval under the condition the following rules are respected:
  - a. The Grant Recipient cannot increase the organisational support budget. Organisational Support is directly linked to the number of participants with the amount calculated on the basis of the number of participants within the project. As such Organisational Support may reduce if the number of total participants decreases. however, the Grant Recipient can decrease the Organisational Support budget by up to and including 10%.
  - b. The Grant Recipient can increase or decrease the following additional cost categories (if applicable) by up to and including 10%;
    - i. Exceptionally expensive travel
    - ii. Exceptional costs
    - iii. Additional educational needs support costs
11. The TSA reserves the right to increase or decrease these percentage thresholds if there is an operational or policy reason to do so, requested by the Department for Education.

### **Changes that need to be approved by the TSA**

12. If the Grant Recipient intends to make changes that go beyond the 10% approval threshold of individual budget categories, then approval will need to be sought from the TSA.

## ANNEX 12 – NOT USED

## ANNEX 13 – NOT USED