



Llywodraeth Cymru
Welsh Government

[Redacted Information]
Institute of Physics
37 Caledonian Road
London
N1 9BU

27 March 2020

Dear [Redacted Information]

**Award of Funding in relation to the [Removed – outside scope of request]
Improving Gender Balance Project: 2020-21 (Reference: [Removed outside scope
of request] IGB 2020-21)**

1. Award of Funding

- (a) We are pleased to inform you that your Applications have been successful and funding of up to [Removed outside scope of request] Welsh Government funding in respect of the Improving Gender Balance project.
- (b) The Funding relates to the period 1 April 2020 to 31 March 2021 and must be claimed in full by 15 March 2021, otherwise any unclaimed part of the Funding will cease to be available to you.
- (c) If you have any queries in relation to this award of Funding or the Conditions please contact the Welsh Government Official who will be happy to assist you.

2. Statutory Authority and State Aid

- (a) Section 14 of the Education Act 2002 provides a power for the Welsh Ministers to give, or make arrangements for the giving of, financial assistance to any person for or in connection with one or more prescribed purposes. The most relevant purpose is the provision, or proposed provision of education educational services. Section 15 of the 2002 Act provides that the financial assistance may be given in a number of different forms including by way of grant. Section 16 of the 2002 Act allows the Welsh Ministers to impose terms and conditions on the payment of such financial assistance. The powers in sections 14 to 16 of the 2002 Act were conferred on the National Assembly but are now vested in the Welsh Ministers by virtue of paragraph 30 of Schedule 11 to the Government of Wales Act 2006.
- (b) You must comply with the European Commission's State Aid Rules.

3. Interpreting these Conditions

Any reference in these Conditions to:

'you', 'your' is to: Institute of Physics, 37 Caledonian Road, London, N1 9BU; Registered Charity No: 293851;

'we', 'us', 'our' is to the Welsh Ministers;

'Application' is to your Operational Plans for 2020-21, as submitted by your e-mails dated 28 January 2020;

'Welsh Government Official' is to:

[Redacted Information]

Head of STEM Policy Branch
Curriculum and Assessment Division
Education Directorate
Welsh Government
Cathays Park
Cardiff
CF10 3NQ

[Redacted Information]

or such other Welsh Government official as we may notify you.

'Project Manager' is to:

[Redacted Information]

Institute of Physics
37 Caledonian Road
London
N1 9BU

[Redacted Information]

'Conditions' is to the terms and conditions set out in this letter;

'Schedule' is to the schedules attached to this letter;

'Payment Profile' is to the payment profile set out in Schedule 4;

'Costs Incurred' is to the cost of goods and services you have received regardless of whether you have paid for them by the date of your claim.

'Notification Event' is to any of the events listed in Schedule 3;

'State Aid Rules' is to the rules set out in Articles 107 to 109 of the Treaty on the Functioning of the European Union (or in those Articles that may succeed Articles 107 to 109), secondary legislation such as frameworks, guidelines and block exemptions produced by the European Commission derived from Articles 107 to 109, case law of the European Courts and decisions of the European Commission regarding the application of Articles 107 to 109; and

any legislation will include all amendments to and substitutions and re-enactments of that legislation in force from time to time;

4. What you must use the Funding for

- (a) You must use the Funding solely for the purposes set out in Schedule 1 (the “**Purposes**”).
- (b) You must achieve the targets and outcomes set out in Schedule 2 (the “**Targets**”).
- (c) Any change to the Purposes or Targets will require our written consent which must be obtained from us in advance of implementing any change. Please note that we are not obliged to give our consent but we will consider all reasonable written requests.
- (d) You must not use any part of the Funding for: (1) party political purposes; (2) the promotion of particular secular, religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); (7) your legal fees in relation to this letter; (8) Costs Incurred or costs incurred and defrayed by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b); (9) any kind of illegal activities; or (10) any kind of activity which in our opinion could bring us into disrepute.

5. Funding Pre-Conditions

- (a) We will not pay any of the Funding to you until you have provided us with the following information and documentation:
 - (i) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;
 - (ii) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence the Purposes.
- (b) Where you are required to provide information and documentation to us as evidence that you have satisfied a particular pre-condition, Condition or in support of a claim, the information and documentation must be in all respects acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us.

6. How to claim the Funding

- (a) The Funding will be paid to you in arrears, based on Costs Incurred and defrayed by you in the delivery of the Purposes as detailed in the Payment Profile.
- (b) You must claim the Funding in accordance with the dates set out in the Payment Profile. You must claim the Funding promptly. We reserve the right to

withdraw any part of the Funding that you do not claim promptly.

- (c) You must submit your claims for payment of Funding to the Welsh Government Official.
- (d) You must use our current claim pro-forma (which is available from the Welsh Government Official) and include with each claim the information and documentation specified in the Payment Profile.
- (e) We will aim to pay all valid claims as soon as possible, and typically within 10 working days.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your management, employees and/or suppliers and notify us immediately if you have reason to suspect that any fraud has occurred or is occurring or is likely to occur. You must also participate in such fraud prevention initiatives as we may require from time to time.
- (b) comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law;
- (c) put in place and maintain adequate insurances to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. We reserve the right to require you to provide proof of your insurance;
- (d) co-operate fully with the Welsh Government Official and with any other employee of the Welsh Government or consultant appointed by us to monitor your use of the Funding and your compliance with these Conditions.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in these Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under these Conditions;
- (b) no litigation or arbitration is current or pending or, so far as you are aware, threatened, which have or could have an adverse effect on your ability to perform and comply with any of these Conditions;
- (c) the information contained in your Application is complete, true and accurate;
- (d) you have disclosed to us all material facts or circumstances which need to be disclosed to enable us to obtain a true and correct view of your business and

affairs (both current and prospective) or which ought to be provided to any person who is considering providing funding to you;

- (e) you have discussed and agreed the Targets with us and you are confident that they are realistic and achievable.

9. Notification Events and their consequences

- (a) You must notify us immediately if a Notification Event has occurred or is likely to occur but we also reserve the right to notify you where we believe a Notification Event has occurred or is likely to occur.
- (b) We will seek to discuss the Notification Event with you and to agree a course of action to be taken to address the Notification Event and in doing so we will consider both the seriousness of the Notification Event and whether or not it can be remedied.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
 - (i) despite our reasonable efforts we have been unable to discuss the Notification Event with you, or
 - (ii) we notify you that the Notification Event is not capable of remedy, or
 - (iii) a course of action is agreed with you but you fail to follow it, or any conditions attached to it are not met (including without limitation the timescale for such course of action), or
 - (iv) the course of action fails to remedy the Notification Event to our satisfaction.
- (d) If any of the circumstances set out in Condition 9(c) occurs we may by notice to you:
 - (i) withdraw the award of Funding; and/or
 - (ii) require you to repay all or part of the Funding immediately; and/or
 - (iii) suspend or cease all further payment of Funding; and/or
 - (iv) make all further payments of Funding subject to such conditions as we may specify; and/or
 - (v) deduct all amounts owed to us under these Conditions from any other funding that we have awarded or may award to you; and/or
 - (vi) exercise any other rights against you which we may have in respect of the Funding.
- (e) All repayments of Funding must be made to us within 28 days of the date of our demand. You must pay interest on any overdue repayments at a rate of 1.5% per annum above the Bank of England base rate from time to time or at such other rate as may be required by the State Aid Rules. Interest will accrue on a daily basis from the date the repayment is due until actual repayment of the Funding, whether before or after judgment. You must pay the interest together with the overdue repayment.

10. Monitoring Requirements

You must:

- (a) provide us with such documents, information and reports which we may reasonably require from time to time in order for us to monitor your compliance with the Conditions, including without limit:
 - i) **[Removed – outside scope of request]**
 - ii) a monitoring report (due no later than 30 September 2020) for the Improving Gender Balance project;
 - iii) final reports are to be submitted by 31 March 2020, providing an overview of final achievements, outputs and outcomes for **[Removed – outside scope of request]** the Improving Gender Balance Project.
- (b) meet with the Welsh Government Official and such other of our representatives as we may from time to time reasonably require;
- (c) ensure that the Project Manager (or such other person as we may agree) attends all meetings with the Welsh Government Official.

11. Audit Requirements

- (a) You must:
 - (i) maintain clear accounting records identifying all income and expenditure in relation to the Purposes;
 - (ii) without charge, permit any officer or officers of the Welsh Government, Wales Audit Office or European Commission at any reasonable time and on reasonable notice being given to you to visit your premises and/or to inspect any of your activities and/or to examine and take copies of your books of account and such other documents or records as in such officer's reasonable view may relate in any way to your use of the Funding. This undertaking is without prejudice and subject to any other statutory rights and powers exercisable by the Welsh Government, Wales Audit Office or the European Commission or any officer, servant or agent of any of the above;
 - (iii) retain this letter and all original documents relating to the Funding until we inform you in writing that it is safe to destroy them.
- (b) Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to monies provided by the Welsh Government. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require; and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

12. Third Party Obligations

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

13. Intellectual Property Rights and Publicity

- (a) Nothing in these Conditions transfers to us any rights in any intellectual property created by you as a result of the Purposes.
- (b) You must acknowledge our support on all publicity, press releases and marketing material produced in relation to the Purposes. Such acknowledgement must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You must provide the Welsh Government Official with a copy of all material listed in Condition 13(b) for our approval before any such material is published and you may not publish such material without our prior written approval. We will endeavour to respond to all written requests for approval within 10 working days.
- (d) You agree that from the date of this letter until 5 years from the date of the final payment of Funding we may include details about your organisation and business, the Funding and the Purposes in Welsh Government promotional materials and you further agree to cooperate with our reasonable requests to achieve the production of such materials.

14. Access to Information

- (a) You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (the "FOIA"), the Environmental Information Regulations 2004 (the "EIR"), and the Data Protection Act 1998 (the "DPA").
- (b) You acknowledge that we are responsible for determining in our absolute discretion whether:
 - (i) to disclose any information which we have obtained under or in connection with the Funding to the extent that we are required to disclose such information to a person making a disclosure request under the FOIA or the EIR; and/or
 - (ii) any information is exempt from disclosure under the FOIA or the EIR.

15. Buying Goods and Services

If you decide to buy any goods and/or services to deliver the Purposes, they must be purchased in a competitive and sustainable way, so as to demonstrate that you have achieved best value in the use of public funds.

16. Giving Notice

- (a) Where notice is required to be given under these Conditions it must be in writing (this does not include e-mail but may include a letter attached to an e-mail) and must prominently display the following heading:

“Notice in relation to the [Removed – outside scope of the request] Improving Gender Balance Project: 2020-21” (Reference: [Removed – outside scope of the request] IGB 2020-21)

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

You: the Project Manager at the address stated in Condition 3.

Us: the Welsh Government Official at the address stated in Condition 3.

- (c) A notice will be deemed to have been properly given as follows:-

Pre-paid first class post: on the second working day after the date of posting.

By hand: upon delivery to the address or the next working day if after 4pm or on a weekend or public holiday.

By e-mail attachment: upon transmission or the next working day if after 4pm or on a weekend or public holiday.

17. Equal Opportunities

You must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age or any disability.

18. Welsh Language

Where the Purposes include or relate to the provision of services in Wales, they must be provided in such a way as to not treat the Welsh language less favourably than English, in line with the Welsh Language Measure (Wales) 2011.

19. Sustainability

Your use of the Funding must (where reasonably practicable) meet the Welsh Government's current agenda for sustainable development and the environment.

20. Welsh Ministers' Functions

You acknowledge that the Welsh Ministers have a range of functions which will continue to accrue and be amended and that decisions in relation to each such function are obliged to be taken in the light of all relevant and to the exclusion of all irrelevant considerations. You agree that nothing contained or implied in , or arising under or in connection with, these Conditions will in any way prejudice, fetter or affect the functions of the Welsh Ministers or any of them nor oblige the Welsh Ministers or any of them to exercise, or refrain from exercising, any of their functions in any particular way.

21. General

- (a) If at any time any of these Conditions is deemed to be or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired.
- (b) No failure or delay on our part to exercise any power, right or remedy under these Conditions will operate as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- (c) Any amendment or variation to these Conditions must be in writing and signed by us and you in the same manner as this letter.
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under these Conditions.
- (e) Conditions 7, 9, 11, 13, 14, and 21(e) and such other Conditions which by implication need to continue in force beyond the final payment of Funding will so continue in full force and effect.
- (f) The award of the Funding is to you alone and no one else is entitled to make any claim in respect of the Funding or seek to rely on or enforce any of these Conditions.
- (g) These Conditions are to be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

How to accept this offer of Funding

- (a) To accept this award of Funding you must sign and return a copy of this letter to the Welsh Government Official. None of the Funding will be paid to you until we have received your signed letter.
- (b) We must receive your signed letter on or before 30 April 2020, or this award of Funding will automatically be withdrawn.

Yours sincerely

Signed by:

[Redacted Information] under authority of the Minister for Education, one of the Welsh Ministers.

SCHEDULE 1 The Purposes

[Removed – outside scope of the request]

Improving Gender Balance Project

The focus of IGB during the first year of the pilot project has been on creating an ethos within the participating schools where gender is not perceived as the primary determiner of a young person's pathway. The aim of the intervention is to achieve this through inclusive teaching methodology, to mitigate the impacts of teachers' individual implicit biases. Championed by individuals – students, teachers, and Senior Leadership Teams – with the aim of ensuring sustainable behavioural change.

The IoP has:

- Worked with consortia to identify schools that have the greatest need.
- Focused on two secondary schools [Removed – outside the scope of the request] – and their feeder primary and early years' settings.
- Provide tailored support including:
 - data deep dive: looking at progression and uptake of physics and other subjects within the school
 - identified a gender champion and SLT meeting to ensure top level support
 - establishment of a working party from staff body and a student working party
 - whole school surveys: with staff, students and parents about their experiences and perceptions of gender and subjects in the school
 - clear objectives and time plans put in place working collaboratively with IOP Gender Balance Officer
 - whole school unconscious bias training
 - whole school audit: website, school corridors, prospectus, information on subject options and pathways
 - physics specific inclusive teaching workshop.

For Phase 2 of the pilot, IoP are proposing to implement the same approach, but in more diverse settings to test the approach more robustly in the Welsh context. This would allow for a wider evaluation of the intervention and would prepare a more robust evidence base on which to determine whether to embed the principles of the approach more widely – for example by embedding in all schools in Wales.

[Removed – outside the scope of the request]

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SCHEDULE 3 Notification Events

The Notification Events referred to in Condition 9 are listed below:

1. repayment of any part of the Funding is required under European Law (whether under State Aid Rules or otherwise);
2. you fail to comply with any of the Conditions;
3. you fail to achieve any or all of the Targets;
4. we have made an overpayment of Funding to you;
5. any declaration made in Condition 8 is incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
6. any petition is presented or resolution passed or other action taken for your bankruptcy or winding-up or a petition is presented for an administration order against you;
7. a receiver or an administrative receiver is appointed in respect of you or in respect of all or any part of your assets;
8. a moratorium in respect of all or any of your debts or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
9. you are unable, or admit in writing your inability, to pay your debts as they fall due;
10. any distress, execution, attachment or other process affects any of your assets;
11. a statutory demand is issued against you;
12. you cease, or threaten to cease, to carry on all or a substantial part of your business;
13. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
14. there is a change in your shareholders, directors, trustees or partners;

15. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that you may not, or may be unable, to perform or comply with any of your obligations under these Conditions.

SCHEDULE 4
Payment Profiles

[Removed – outside scope of the request]

TWO SIGNATORIES ARE REQUIRED

We hereby accept the award of Funding for **[Removed – outside scope of request] the Improving Gender Balance Project: 2020-21 (Reference: [Removed – outside scope of request/IGB 2020-21])** and the Conditions relating to the Funding

_____[Redacted information]_____ Signature
An authorised signatory of **Institute of Physics**

_____ Name

_____ Job Title

_____ Date

_____[Redacted information]_____ Signature
An authorised signatory of **Institute of Physics**

_____ Name

_____ Job Title

_____ Date