



**Grŵp Addysg, Diwylliant a'r Gymraeg
Education, Culture and Welsh Language Group**

Tim Britton
Director of Education and Inclusion Services
Rhondda Cynon Taf County Borough Council
Education and Lifelong Learning
Valleys Innovation Centre
Navigation Park
Abercynon
Mountain Ash
CF45 4SN

18th March 2026

Dear Tim

**Award of Funding in relation to:
Sustainable Communities for Learning: Rolling Programme
C-RCT-0001 – YGG Cwm Rhondda**

1. Award of Funding

- a) We are pleased to inform you that your Application has been successful and funding of up to £51,694,157 (*Fifty one million, six hundred and ninety four thousand, one hundred and fifty seven pounds only*) (the “**Funding**”) is awarded to you for the Purposes (as defined in Condition 4(a)).
- b) This letter is to allocate the sum of £47,925,137 towards a total project cost of £73,730,980 and £3,769,020 towards Net Zero Carbon costs for C-RCT-0001. The breakdown of Capital Funding approved to date is detailed in Schedule 1 (the “Grant Allocation Table”).
- c) This approval is subject to the condition that additional clarity is provided on the realistic future demand and long-term sustainability of the 150-place sixth form and alignment with the wider Welsh Medium tertiary planning across RCT.
- d) This letter shall become effective on the date of signature evidencing acceptance by you as set out in the acceptance page below.
- e) 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 Subsidy Control

- (a) This award of Funding is made on and subject to the Conditions and under the authority of the Cabinet Secretary for Education, one of the Welsh Ministers acting pursuant to sections 70 and 71(1) of the Government of Wales Act 2006.
- (b) You must ensure that the use of the Funding is compatible with the Subsidy Control Act 2022 and the applicable agreements contained in the World Trade Organisation rules, UK-EU Trade and Cooperation Agreement and any Free Trade Agreement involving the UK and the Northern Ireland Protocol.

3. Interpreting the Conditions

Any reference in the Conditions to:

'Account' is to the bank account opened and maintained by you with a UK clearing bank, in your own name and in respect of which you have sole signing rights with account name, account number, and sort code as notified and approved by us (at our absolute discretion) from time to time or such other account as we may approve for the purpose of the Conditions and at our discretion from time to time;

'Application' is to the Business Cases approved under your Sustainable Communities for Learning Programme;

'Assurance Statement' is to the Assurance Statement: counter fraud and governance contained in Schedule 6;

'Business Day' is to a day other than a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday in Wales under the Banking and Financial Dealings Act 1971;

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

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

'Costs Incurred and Paid' is to the invoiced cost of goods and/or services you have received and which have been paid for by you in cleared funds by the date of your claim;

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

'Indicative Payment Profile' is to the indicative payment profile set out in Schedule 1;

‘Personnel’ is to your management/employees and suppliers or any other person appointed or engaged by you in relation to the Purposes;

‘Project Manager’ is to your project manager who is responsible for the day to day management of this award of Funding.

any reference to any legislation whether domestic or international law will include all amendments to and substitutions and re-enactments of that legislation in force from time to time.

‘Schedule’ is to the schedules attached to this letter;

Statutory Proposals

The offer of funding is without prejudice to any decisions that Welsh Ministers might be under a duty to make in connection with any statutory proposals for school organisation, or decisions on other approvals that might be necessary in order for the project to proceed.

Where statutory proposals for school organisation are necessary and have not been completed, the offer of funding is conditional on the successful completion of such statutory procedures as are required. If there is any doubt as to whether the changes involved in this project require statutory procedures, in the first instance please contact:

School Organisation & Admission Branch-

REDACTED

Any reference in the Conditions to Rhondda Cynon Taf County Borough Council:

‘you’, **‘your’** is to your LA

Address of LA

Tim Britton
Director of Education and Inclusion Services
Rhondda Cynon Taf County Borough Council
Education and Lifelong Learning
Valleys Innovation Centre
Navigation Park
Abercynon
Mountain Ash
CF45 4SN

‘we’, **‘us’**, **‘our’** is to the Welsh Ministers;

'Welsh Government Official' is to

REDACTED

Programme Director
Sustainable Communities for Learning
Education Directorate
Cathays Park
Cardiff
CF10 3NQ

Telephone: **REDACTED**

Email: SustainableCommunitiesForLearning@gov.wales

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

4. Use of the Funding

- (a) You must use the Funding solely for the purposes set out in the Individual Project Information Proforma and Schedule 1.
- (b) You must achieve the targets and outcomes set out in the Individual Project Information Proforma and Schedule 2 (the "Targets").
- (c) You must ensure that the Projects are undertaken and completed in accordance with planning permissions and any other consent and in accordance with the Conditions.
- (d) You must ensure that the Projects will be fit for purpose and that all materials used are of satisfactory quality and are in line with our value for money objective and will be able to justify that this is satisfied whenever called to do so by us.
- (e) Any change to the Indicative Payment Profile, 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.
- (f) You must not use any part of the Funding for any kind of activity which in our opinion could bring us into disrepute, including but not limited to (1) party political purposes, (2) the promotion of particular secular, religious or political views; (3) gambling, (4) pornography, (5) offering sexual services, or (6) any kind of illegal activities.
- (g) You must not use any part of the Funding for: (1) purchasing capital equipment (other than as specified in the Purposes), (2) your legal fees in relation to this letter, (3) Costs Incurred or Costs Incurred

and Paid by you in the delivery of the Purposes prior to the period referred to in Condition 1 (b).

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) this letter signed by you;
 - ii) documentary evidence that the signatories who have signed this letter on your behalf are duly authorised to do so;
 - iii) documentary evidence that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
 - iv) documentary evidence that you have put in place all staff and other resources detailed in the Application as required to commence and complete the Purposes;
 - v) evidence that you have obtained planning permission and all necessary permissions and consents required by the Council under the Town and Country Planning Act 1990 and/or the Planning (Listed Buildings and Conservation Areas) Act 1990 to enable the Projects to be lawfully undertaken by you;
 - vi) a copy of a Building Research Establishment Environmental Assessment report by a registered Building Research Environmental Assessment Assessor for the Design at Procurement stage prior to commencement on site stating that the buildings should be in line with the requirements in Schedule 7.
 - vii) Satisfactory completion of the net-zero carbon spreadsheet demonstrating how the project will achieve the net-zero carbon requirements outlined in Schedule;
 - viii) A plan to confirm how you will ensure that the level of recycled and reused content in the products and materials selected is at least 15% of the total value of the materials used;
 - ix) Confirmation that fire sprinklers will be installed as part of the Projects. If fire sprinklers are not being installed (this may be the case in minor refurbishments and/or minor extensions) then the authority must have prior approval to exclude sprinklers by the Programme team and provide evidence that Fire Safety Risk Assessments have been carried out by an appropriately qualified person who can confirm that arrangements are appropriate.

- x) Where funding has been provided for community use and facilities, these facilities should be made available for that purpose with achievable community targets set, confirmation of these targets and use must be provided.
 - xi) All targets and benefits for projects have been set in accordance with Sustainable Communities for Learning Programme guidance.
- (b) Where you are required to provide any information and/or documentation to us as evidence that you have satisfied a particular pre-condition, Condition or otherwise in support of a claim, the information and/or documentation must be in form and substance acceptable to us. We reserve the right to reject any information and documentation which is for any reason not acceptable to us, and/or request any further or additional information and/or documentation in support of the request for Funding.

6. How to claim the Funding

- (a) The Funding will be paid to you quarterly in arrears based on costs incurred by you in the delivery of the Projects as detailed in the individual Project Payment Profiles.
- (b) You must claim the Funding in accordance with the dates set out in the Payment Profile. You must claim the Funding promptly.
- (c) We reserve the right to withdraw any part of the Funding that you do not claim promptly.
- (d) You must submit your claims for payment of Funding to the Welsh Government Official.
- (e) You must use our current claim pro-forma (which is available from the Welsh Government Official), completing all sections in full, and provide confirmation that you have appropriate systems in place to undertake due diligence before utilising any part of the Funding to provide a grant to or procure any goods or services from third parties;
- (f) We will withhold and retain 2.5% of the funding for each Project until such time as you provide us with the documents listed at Schedule 6 (Closing Report). These are to be provided within 18 months of practical completion of every Project.
- (g) We will aim to pay all valid claims as soon as possible and typically within 20 Business Days of receipt of a valid claim being made in accordance with the provisions of this letter, and provided always

that the Funding pre-conditions set out in Condition 5 above have been satisfied and that on both the date of the claim and the date the Funding is to be paid to you:

- i) the declarations made in Condition 8 below are true and correct and will be true and correct immediately after the relevant Funding has been paid to you; and
 - ii) no Notification Event is continuing or might result from the proposed Funding.
- (h) Any payments of the Funding will be made to the Account and will not be paid to any other bank account.

7. Your general obligations to us

You must:

- (a) safeguard the Funding against fraud generally and, in particular, fraud on the part of your Personnel and notify us immediately if you have reason to suspect that any fraud within your organisation has occurred or is occurring or is likely to occur whether or not it relates to the Funding. You must also participate in such fraud prevention initiatives as we may require from time to time;
- (b) maintain appropriate procedures for dealing with any conflicts of interest in relation to the Funding whether actual, potential or perceived;
- (c) comply with all applicable domestic or international laws or regulations or official directives;
- (d) 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;
- (e) maintain appropriate financial, risk and control systems when utilising any part of the Funding for any purpose;
- (f) maintain appropriate financial, risk and due diligence systems when utilising any part of the Funding to provide a grant and/or to procure any goods or services from a third party;
- (g) 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 the Conditions;

- (h) inform us immediately if any of the declarations 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;
- (i) notify us of any funding received by you from any source which is procured or utilised in conjunction with the Funding to directly support the Purposes including but not limited to your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme and any other funders. The intention of this Condition is to avoid any duplication of funding in respect of the Purposes.

8. Declarations

You declare that:

- (a) you have the power to enter into and to perform the obligations set out in the Conditions and you have taken all necessary action to authorise the entry into and performance of the obligations under the Conditions;
- (b) no limit on your powers will be exceeded as a result of claiming the Funding, or the grant of any security contemplated by the Conditions;
- (c) the entry into and performance by you of any of the transactions contemplated by this letter do not, and will not, contravene or conflict with:
 - i) your constitutional documents;
 - ii) any agreement or instrument binding on you or your assets or constitute a default or termination event (however described) under any such agreement or instrument; or
 - iii) any law or regulation or judicial or official order, applicable to you;
- (d) no Notification Event is continuing or might reasonably be expected to result from the provision of the Funding and no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;
- (e) no litigation or arbitration or administrative proceeding is current or pending or, so far as you are aware, threatened, which has or could have an adverse effect on your ability to perform and comply with any of the Conditions;

- (f) 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;
- (g) any information, in written or electronic format, supplied by you to us in connection with the Funding was, at the time it was supplied or at the date it was stated to be given (as the case may be):
 - i) if it was factual information, complete, true and accurate in all material respects;
 - ii) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration;
 - iii) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
 - iv) not misleading in any material respect, nor rendered misleading by a failure to disclose other information,

except to the extent that it was amended, superseded or updated by more recent information supplied by you to us.
- (h) you have discussed and agreed the Targets with us, and you are confident that they are realistic and achievable;
- (i) there are no conflicts of interest in relation to the Funding whether actual, potential or perceived;
- (j) acceptance of this award of Funding will not result in duplicate funding in respect of the activities required to deliver the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme and any funders.
- (k) You will be deemed to repeat the declarations in this Condition 8 on:
 - i) each date on which you submit a claim for payment of Funding pursuant to the Conditions; and
 - ii) each date on which you may have any liability to us under or in relation to the Conditions or the award of Funding,

and in each case by reference to the facts and circumstances existing on each such date.

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 either:
 - i) notify you that we, at our absolute discretion, consider the Notification Event is not capable of remedy; or
 - ii) if we consider, at our absolute discretion, that the Notification Event is capable of being remedied, seek to discuss the Notification Event with you with a view to agreeing a course of action to be taken to address the Notification Event.
- (c) We will be entitled to take any of the actions listed in Condition 9(d) if:
 - i) despite our efforts we have been unable to discuss the Notification Event with you; or
 - ii) we notify you that the Notification Event is not, in our opinion, capable of remedy; or
 - iii) a course of action to address and/or remedy the Notification Event is not agreed with you; or
 - iv) a course of action to address and/or remedy the Notification Event 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) to our satisfaction; or
 - v) 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, at our absolute discretion, by notice to you:
 - i) withdraw the award of Funding; and/or
 - ii) require you to repay all or part of the Funding; 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 the 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 20 Business Days of the date of our demand.

- (f) Where Projects are brought forward to accommodate more pupils than are projected to attend the school, we may claw back a percentage of the Funding which has been awarded.
- (g) The claw back will be based on the appropriate percentage of the grant allocated, reflecting the percentage surplus capacity remaining at the school 5 years from the occupation of the new or refurbished school building:
 - 0-15% surplus capacity No claw back of grant
 - 15-25% surplus capacity 10% claw back of grant
 - 25%+ surplus capacity 20% claw back of grant
- (h) Where payment has been made at SOC or OBC stage to aid with the initial costs of project development, the funding will be clawed back should the project not be approved at FBC stage.

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:
 - i) within eighteen months of each Project completion, you must provide a closing report containing the information specified in Schedule 6;
 - ii) within eighteen months of each Project completion, you must provide a post construction assessment demonstrating that the Project has achieved an overall rating of “excellent” under the Building Research Establishment Environmental Assessment methodology assessment framework “family”. BREEAM applies to new build structures or those stand-alone buildings which benefit from their own direct services (water, gas, electricity etc.). The requirement is detailed in Schedule 7;
 - iii) within eighteen months of each Project completion date you must provide evidence that the completed building is compliant with the acoustic standards set out in the Area Guidelines for Schools in Wales or equivalent for further education institutions;
 - iv) confirm that recycling targets will be met;
 - v) a benefits and outcomes report, in alignment with your investment objectives and measures as documented in your business case submissions. The report must be submitted within 18 months following completion of each Project;

- vi) Complete a Post Occupancy Questionnaire after years 1, 2 and 5 to allow evaluation and feedback on the school building's performance in use; and
 - vii) The relevant data to demonstrate compliance with the net zero carbon requirements outlined in Schedule 8. It is anticipated that compliance with schedule 8 will be monitored on an annual basis for a minimum of 5 years following occupation.
- (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) together with any other person we may require attends all meetings with the Welsh Government Official.

11. Audit Requirements

- (a) You must:
 - i) maintain complete, accurate and valid accounting records identifying all income and expenditure in relation to the Purposes;
 - ii) without charge, permit any officer or officers of the Welsh Government, Audit Wales or any UK subsidy enforcement body at any reasonable time and on reasonable notice (in exceptional circumstances, such as the prevention or detection of fraud, it may not be practicable to provide you with 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 howsoever stored 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, Audit Wales or any UK subsidy enforcement body or any officer, servant or agent of any of the above;
 - iii) retain this letter and all original documents relating to the Funding for [ten] years from the date of the last payment of the Funding;
 - iv) provide us with Annual Statement of Grant Expenditure in accordance with the requirements set out in Schedule 5.
- (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. They and their 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 their 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, your 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 from time to time.

13. Intellectual property rights and publicity

- (a) Nothing in the 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 in relation to the Purposes. Such acknowledgement(s) must be in a form approved by us and must comply with the Welsh Government's branding guidelines.
- (c) You must acknowledge, and ensure all contractors involved in your Projects acknowledge, our support on all publicity, press releases and marketing material produced in relation to the Projects. Such acknowledgement must be in a form approved by us and must comply with the Welsh Government's branding guidelines and Sustainable Communities for Learning Programme guidance.
- (d) The Sustainable Communities for Learning Programme Team must be informed of any events, visits or key project milestones in relation to capital funded schools projects, such as the topping out ceremony, opening, launch plans and arrangements.
- (e) Welsh Government must be given the opportunity to work with you to arrange Ministerial attendance at key events, such as topping out and opening ceremonies.
- (f) Programme publicity guidance is available on our website at <https://gov.wales/sustainable-communities-for-learning-programme>
- (g) Further information about branding, logos and publicity can be also obtained by contacting Sustainablecommunitiesforlearning@gov.wales

- (h) You must provide the Welsh Government Official with details of all the acknowledgement(s) referred to in Condition 13(b) for our approval before any such acknowledgements are used and you may not use such acknowledgments without our prior written approval. We will endeavour to respond to all written requests for approval within 14 working days.
- (i) 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, the Projects (including photographs) and the Purposes in Welsh Government promotional materials. You further agree to cooperate with our reasonable requests to achieve the production of such materials.

14. 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”), the Data Protection Act 2018 (the “DPA”) and the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (the “UK GDPR”).
- (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.
- (c) You acknowledge that we may share any data you provide to us with fraud prevention agencies and third parties for the purposes of preventing and detecting fraud. Any personal data we collect will be managed in accordance with our Privacy Notice which is available to view here [Privacy notice: Welsh Government grants](#)

15. Buying goods and services

- (a) 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 (i) achieved best value in the use of public funds, and (ii) complied with your conflict of interest policy at the relevant time.

- (b) We may from time to time request evidence from you to demonstrate your compliance with this Condition 15. Such evidence may take the form of evidence of your:
- i) compliance with any procurement regulations, legislation or guidance in place from time to time to which you, or any person carrying out a business or function of the same or similar nature to you, is subject; or
 - ii) compliance with your procurement policy in place at the relevant time; or
 - iii) obtaining a minimum of three written quotations for the relevant goods and/or services.

You must supply such evidence to us promptly following our written request for such evidence.

16. Giving notice

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

‘Notice in relation to Rhondda Cynon Taf County Borough Council, Sustainable Communities for Learning Programme, C-RCT-0001 – Ysgol Gyfun Gymraeg Cwm Rhondda’

- (b) The address and contact details for the purposes of serving notice under the 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:-

Prepaid first class post: on the second Business Day after the date of posting.

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

By email attachment: upon transmission or the next Business Day if after 4pm or on a weekend or public holiday.

17. Equality

You must have in place and apply equality policies covering employment, use of volunteers and provision of services, in accordance with the Equality Act 2010.

18. Welsh language

- a) The Welsh Government is committed to supporting the Welsh language and culture and The Cymraeg 2050: A million Welsh speakers Welsh language strategy (Cymraeg 2050) provides a vision for the growth and further development of the Welsh language.
- b) Where the Purposes include or relate to the provision of services in Wales, they must be provided in Welsh and English unless it would be unreasonable or disproportionate to do so. They must be provided in such a way as to not treat the Welsh language less favourably than English, in accordance with the Welsh Language (Wales) Measure 2011.
- c) Where the provision of services forms part of the Purposes, you must act in accordance with the Welsh Language (Wales) Measure 2011 and the aims of Cymraeg 2050. In practice, this will include the following:
 - i) Ensure that any written material produced, including digital material, is bilingual.
 - ii) Ensure that any signage is bilingual.
 - iii) Ensure that any training or public events are held bilingually.
 - iv) Actively promote and facilitate the Welsh language (including providing services and increasing opportunities to use the Welsh language) within funded activities.
- d) For general advice on providing services bilingually and for information on which organisations are able to support you, please contact the Welsh language advice service “Helo Blod” on 03000 258888 or e-mail heloblod@gov.wales with your query.

19. Sustainable development

Your use of the Funding must contribute to the achievement of the Welsh Government’s well-being objectives contained in the Welsh Government’s Programme for Government. You must work in a sustainable way (sustainable development principle) in delivering the Purposes so as to ensure you are working in a preventative, integrated, long-term and collaborative way that involves people that reflect the diversity of Wales.

You must obtain an overall rating of “excellent” under the Building Research Establishment Environmental Assessment methodology

assessment framework “family” including a Design and Procurement assessment and Post Construction Assessment.

You must achieve net zero carbon as per the requirements outlined in Schedule 8.

You will ensure that an EPC energy efficiency rating of A is obtained by incorporating suitable design features to improve energy efficiency within the building and will where appropriate use materials from sustainable sources.

In recognising the importance of ensuring that all learning environments have good acoustic standards we require that the Project must undergo a pre-completion test to demonstrate that the completed building is compliant with the acoustic standards set out in the Area Guidelines for Schools in Wales or is of an equivalent standard. The tests must be in line with the recommendations made under the area guidelines and the procedures outlined in the signposted Association of Noise Consultants publication (and must cover at least 25% of each type of teaching space. If a test result should demonstrate that acoustic standards are below those outlined in the area guidelines, you must take remedial action and complete further testing to demonstrate that the problem has been rectified and that it does not occur in the remaining teaching areas prior to its occupation.

Where a proposal includes alternative performance standards a full and proper case must be made in accordance with the Area Guidelines for Schools in Wales. All areas where alternative performance standards have been adopted must also be tested to demonstrate that alternative performance standard has been achieved and approval must be provided to the Welsh Government. Where a test result indicates that the alternative standard has not been achieved remedial works and further testing must be undertaken to ensure that the work meets the required standards prior to the occupation and use of any new areas of the substantially refurbished building.

You must maintain the condition of the buildings to the acceptable level throughout its useful economic life, usually 60 years. It is expected the condition of the buildings will not fall below category B during this time and back log maintenance will not be excessive. The condition of the buildings will for part of our annual survey, should you believe the condition has dropped below the accepted level you should notify us as stated in the notification events in section 9.

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, the 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 the Conditions are deemed to be or become 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 the 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 the Conditions must be in writing and signed by us and you in the same manner as this letter (or as otherwise agreed by us in writing from time to time).
- (d) You may not assign or otherwise dispose of in any way your rights, benefits, obligations or duties under the 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 the Conditions.
- (g) In circumstances where you comprise two or more persons or bodies, the liabilities of such persons or bodies shall be joint and several and the default of one of such persons or bodies shall be deemed to be the default of all.
- (h) The Conditions and any disputes or claim (including any non-contractual disputes or claims) arising out of or in connection with it its formation or its subject matter 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.

22. How to accept this award 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 within 14 days of the date of this letter, or this award of Funding will automatically be withdrawn.

Yours faithfully

REDACTED

Signed by **REDACTED**

under the authority of the Cabinet Secretary for Education, one of the Welsh Ministers.

SCHEDULE 1
Allocation Table

	2026/27 (£)	2027/28 (£)	2028/29 (£)	2029/30 (£)	2030/31 (£)	Total (£)
Welsh Government Contribution	8,777,354	18,877,136	15,550,914	6,312,421	2,176,332	51,694,157

Project Overview

Project Ref	Project	Total Project Costs	LA Contribution	WG Project Contribution	WG NZC Contribution
C-RCT-0001	YGG Cwm Rhondda	77,500,000	25,805,843	47,925,137	3,769,020

SCHEDULE 2
The Targets

Project	Reference	Approval Date	Latest Variation Date
RCT CBC – YGG Cwm Rhondda	C-RCT-0001	Mar 2026	

Grŵp Addysg, Diwylliant a'r Gymraeg
Education, Culture and Welsh Language Group

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 in accordance with any relevant legislation;
2. you fail to comply with any of the Conditions;
3. the Funding, in full or in part, is not being used for the Purposes;
4. you fail to achieve any or all of the Targets;
5. there is unsatisfactory progress towards completing the Purposes, including meeting the Targets;
6. you fail to provide information about the Purposes requested by us or any UK subsidy enforcement body or any of its auditors, agents or representatives;
7. we have reason to believe that you and/or any of your Personnel are involved in fraudulent activity or have been involved in fraudulent activity whether or not it relates to or is any way connected to the Funding;
8. we have made an overpayment of Funding to you;
9. there is a duplication of funding in respect of any part of the Purposes. This includes but is not limited to any payments received by you in relation to the effects of the spread of the Coronavirus (COVID-19) from your insurance provider (cancellation/business disruption insurance), the UK Government's Coronavirus Job Retention Scheme and/or any Welsh Government fund/scheme;
10. any declaration made in Condition 8 is, or proves to be, incomplete untrue or misleading, incorrect in any respect or, if repeated at any time with reference to the facts and circumstances then existing, would be incorrect;
11. there has been a modification (qualification, adverse or disclaimer) to the auditor's opinion on your financial statements;
12. an event or circumstance has occurred and is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute)

a default or termination event (howsoever described) under any other agreement or instrument which is binding on you or to which any of your assets is subject;

13. a moratorium in respect of all or any of your debts or assets or a composition or an agreement with your creditors is agreed, applied for, ordered or declared;
14. you stop or suspend payment of any debts or are unable, or admit in writing your inability, to pay your debts as they fall due;
15. the value of your assets is less than your liabilities (taking into account contingent and prospective liabilities);
16. you commence negotiations, or enter into any composition, compromise, assignment or arrangement, with one or more of your creditors with a view to rescheduling any of your indebtedness (because of actual or anticipated financial difficulties).
17. any action, proceedings, procedure or step is taken in relation to you in relation to:
 - (a) the suspension of payments, a moratorium in respect of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise); or
 - (b) a composition, compromise, assignment or arrangement with any of your creditors; or
 - (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of you or any of your assets.
18. a statutory demand is issued against you;
19. you cease, or threaten to suspend or cease, to carry on all or a material part of your business;
20. there is a change in your constitution, status, control or ownership and/or your external auditors resign;
21. you fail to comply with any statutory reporting obligations which are applicable to you (including, but not limited to, filing requirements at Companies House, the Charity Commission, the Financial Conduct Authority);

22. there is any change, whether permanent or temporary, in your shareholders, directors, trustees or partners and/or Personnel which may affect your ability to deliver the Purposes;
23. any event occurs or circumstances arise which in our opinion gives reasonable grounds for believing that providing the Funding and/or the continuation of the arrangements contemplated by this letter could bring us into disrepute;
24. 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 the Conditions.

SCHEDULE 4

Community Benefits

The Welsh Government is striving to help develop a vibrant Welsh economy capable of delivering strong and sustainable economic growth by providing opportunities for everyone in Wales. Projects benefitting from public funding must contribute in the round to social, economic and environmental well-being now and in the future. The aim is to build stronger communities, reduce social exclusion and poverty and encouraging the development of the economy. The Welsh Government's commitment to deliver 'community benefit' outcomes from procurement activity is designed to ensure these wider social and economic issues are taken into account when spending public money. The intention is to achieve the very best value for money in the widest sense.

You and any third party procured by you in connection with the Projects must maximise the community benefits delivered through the Funding by concentrating on the key areas listed below:

These key areas are:

- Jobs created
- Apprenticeships provided;
- Training provided;
- Engagement with the school (in respect of STEM careers);
- Welsh Government measurement tool
- Fair payment
- Environmental
- Community

We have set benchmarks for;

- Local Labour
- Locally sourced business and supplies

We will also consider the following areas as these are linked to our programme aims, particularly sustainability:

- Carbon footprint;
- Considerate constructors scheme;
- Waste to landfill;
- Number of accidents; and
- Recycling.

The table below sets out the proposed targets for local authorities and others to achieve through our investment. These figures are based on achievements seen in projects in our programme. We intend to monitor achievement on a quarterly and annual basis.

Each project should aim to provide a minimum standard target as reflected in the table overleaf.

Table of proposed Community Benefit targets

	Target area	Metric	Benchmark value	Example	Reporting
(a)	New Entrant	Person weeks per £m invested	52	As definition of person and weeks (Please see below)	Quarterly
	New Entrant	Number of individuals employed per £m invested (based on 52 weeks provision)	1	Converting the number of weeks into individuals who have been employed	Quarterly
(b)	Training (including graduates, work placements, pupil placement)	Person weeks of training provided per £m invested	25 (Included in the overall new entrant person weeks per £m at (a) above)	Welsh Graduate engineer sponsored; Welsh Year out student; Work experience	Quarterly
	Apprenticeships	Number of apprentices per £m invested	1 (Included in the overall new entrant person weeks per £m at (a) above)	Converting the number of weeks into individuals who have been employed. Promote use of Y Prentis or other shared apprentice schemes	Quarterly
	School Engagement (STEM)	Number of Pupil interactions per £m invested	150	School assemblies or individual lessons Assembly with 70 children – 70 interventions. Maths lesson with 30	Quarterly

	Target area	Metric	Benchmark value	Example	Reporting
				children – 30 interventions	
	School Engagement (STEM)	Hours donated per £m invested	100	Wider team involvement – interviews, careers fairs	Quarterly
	Labour Force	Percent of workforce from postcode of Local Authority (Of larger authorities, this would need to be split)	30	Use postcode of the project and measure visits to site	Annual
	Labour Force	Percent of workforce from Wales	60	Use postcode of the project and measure visits to site	Annual
	WG measurement Tool	Complete WG measurement Tool	1	Complete on completion of the project and annually	Annual
	Supply chain initiatives	Percent spend in Wales per project	60	Value of contract and location of supplier. CBME electrical contractor Cardiff postcode £100,000 contract value expressed as percentage	Annual

	Target area	Metric	Benchmark value	Example	Reporting
	Supply chain initiatives	Number and type of materials produced in Wales	2	Welsh Steel, Welsh slate	Annual
	Supply chain initiatives	Value of materials	10m2	£ per tonne (Steel), £ per metre squared (slate)	Annual
	Supply chain initiatives	Volume of materials	25m2	Tonnage (Steel), number of metres squared (slate)	Annual
	Supply chain initiatives	Percent Welsh sub-contractors per project	60	Total number of contractors used with Welsh postcode expressed as percentage	Annual
	Supply chain initiatives	Number of Supply chain engagements per project	2	Meet the buyer event	Annual
	Supply chain initiatives	Use of Sell 2 Wales to advertise opportunities	3	Advise opportunity for subcontractors through sell2wales	Annual
	Fair payment	Payment within 10 days by client		Audit percentage of payments	Annual
	Fair payment	Payment to sub-contractors within 23 days		Audit percentage of payments	Annual
	Environmental	Percent waste diverted from landfill	85	Measured from waste transfer advice note	Annual

	Target area	Metric	Benchmark value	Example	Reporting
	Environmental	Amount of waste produced tonnes/£m	10	Measured from waste transfer advice note	Annual
	Community	Community initiatives per project	2	Work with local scout group to repaint hall.	Annual
	Community	Community newsletters per project	2	Letter sent out to local residents	Annual

We are aware however, that some areas of Wales will be better placed to achieve these targets than others. For example, border projects may find it more difficult to recruit local labour, rural projects may struggle more with apprenticeships. If you are unable to meet the one of the standards, you will be expected to raise your standard in other areas.

You will be required to monitor the community benefits achieved by you and/or any third party procured by you in connection with the Projects and report outcomes using the Welsh Government's Community Benefits Measurement Tool. The Measurement Tool and a copy of the guidance is available at www.prp.wales.gov.uk/toolkit. The Measurement Tool should be completed and submitted at the end of the procurement project or annually, whichever is sooner. You will also need to work with Lift Programme brokers to monitor the number of work and training opportunities created for Programme participants.

Community Benefits training is available, free of charge, from Value Wales. For more information, please email the Community Benefits Policy mailbox communitybenefits@Wales.gsi.gov.uk

Should you have any further questions regarding Community Benefits, please contact the Sustainable Communities for Learning team.

SCHEDULE 5

Annual Statement of Grant Expenditure

Local Authority Allocation Certificate

End of Year income / expenditure report

a) Total grant received for 2026-27 £

b) Actual Expenditure £

Grant to be reclaimed by the Welsh Ministers (a-b) £

I confirm that the agreed aims and objectives have been met.

Certificate of the Chief Finance Officer / Section 151 Officer

I certify to the best of my knowledge and belief that:

- the Information given above is correct and that all expenditure correctly records actual amounts incurred by the authority in relation to the Purposes and costs approved by the Welsh Government as being eligible under the grant;
- Activity was carried out against the agreed aims and objectives in accordance with the Award letter and associated Terms and Conditions of the grant;
- Systems and Controls were in place to ensure that the grant was used solely for the Purposes for which it was given, whether spent directly or passed to other organisations;
- No claims have been made for other funding from the Welsh Government or any other body in respect of the expenditure shown on this statement; and
- Monitoring arrangements were in place to ensure that implementation progressed as recorded on any agreed Delivery plan.

I have attached a qualification report outlining why I am unable to certify the above.

Signature:

Date:

SCHEDULE 6

Closing Report

You shall produce a final Project report covering all contract periods relating to the Projects

This shall include as a minimum:

- Review of performance against objectives;
- Analysis of actual outputs against target outputs;
- Analysis of actual benefits against intended benefits;
- You will be required to monitor the benefits achieved with the successful contractor and report outcomes using the Welsh Government's Community Benefits Measurement Tool or TOMS social value framework, and also provide a copy of the information;
- Actual start and end dates (including explanation for any variances from those anticipated);
- Strengths and weaknesses of the methodologies and processes employed;
- Confirmation that this asset is included in an asset management plan to ensure that it is maintained to an appropriate standard;
- Future potential development opportunities;
- Overall evaluation of the Project including customer evaluation where appropriate;
- Final Project Cost Template, with full breakdown of abnormal cost
- Final funding summary detailing full breakdown by year of funding between Welsh Government and Match-funding
- Assurance that the following documents are in place:
 - Certificate of Practical Completion;
 - BREEAM Certificate where applicable;
 - A site waste management plan;
 - Sprinklers Certificate;
 - Energy Performance Certificate; and
 - Area Guidelines for Schools in Wales Report.

Benefits and outcomes Framework

- You are required to submit a full report on the outcomes and benefits within eighteen months following completion of the Project

SCHEDULE 7

BREEAM REQUIREMENT

As a consumer of resources the built environment construction, use, refurbishment and disposal at end of life has a major impact on the economic, social and environmental wellbeing of the people of Wales.

We ensure that the support we offer and investment decisions we make on providing infrastructure give long term sustainable solutions.

We require all new buildings promoted or supported by us meet our sustainable building standards, with some exceptions.

This includes projects procured directly and indirectly.

These standards are:

For residential development in general, previous energy efficiency standards have now been superseded by the 2014 amendments made to Part L of the Building Regulations (Wales). In response to DCLG's withdrawal of the 'Code for Sustainable Homes, other aspects of sustainable development are subject to further review, pending evaluation of alternative benchmarking standards. Residential 'Extra Care' schemes represent an exception to this situation and are required to meet the criteria for BREEAM accreditation (as referenced below).

For non-residential developments, with some exceptions (see below) for certain buildings, a Building Research Establishment Environmental Assessment Method (BREEAM) rating or an equivalent quality assured scheme is required.

Policy Requirements (non-domestic)

The requirements are based on floor area:

Building floor area	Policy Requirement
<=250m ²	Exempt
251-1,000m ²	No BREEAM Required Part L+10%* Required
1001-2000m ²	BREEAM 'Very Good' With 'Excellent' for Energy Credits (ENE01)
2001+m ²	BREEAM 'Excellent'

**Part L +10%' refers to a 10% improvement over the Target Emission Rate (TER) for current Part L of the Building Regulations*

SCHEDULE 8

Net Zero Carbon

Funding has been awarded to achieve net zero carbon in operation and low embodied carbon.

Requirements

Projects will be expected to achieve net zero carbon - operational energy as defined by the UK Green Building Council (UKGBC):

Net zero carbon – operational energy (1.2): “When the amount of carbon emissions associated with the building’s operational energy on an annual basis is zero or negative. A net zero carbon building is highly energy efficient and powered from on-site and/or off-site renewable energy sources, with any remaining carbon balance offset.”

The project must also meet the relevant embodied carbon target as per the table below;

Years	Embodied Carbon Target
2022 - 2024	Below 800 kgCO ₂ /m ²
2025 - 2029	Below 600 kgCO ₂ /m ²
2030 - onwards	Below 350 kgCO ₂ /m ²

Monitoring

The Programme team will monitor performance against these requirements. You will be required to submit evidence of the embodied carbon within 3 months of the completion of the project.

You will also be required to evidence that the building’s operational energy is zero or negative on an annual basis for a minimum of five years from the date of occupation.

TWO SIGNATORIES ARE REQUIRED

We declare we are duly authorised to accept the award of Funding for C-RCT-0001 YGG Cwm Rhondda and the Conditions relating to the Funding.

Signature
An authorised signatory of **Rhondda Cynon Taf County Borough Council**

Name

Job Title

Signature
An authorised signatory of **Rhondda Cynon Taf County Borough Council**

Name

Job Title

We confirm that a Project Bank Account will be implemented for this project as per Welsh Procurement Policy Note (WPPN) 010, subject to any exemptions: [Welsh Procurement Policy Note \(WPPN\) 010: Project bank accounts \[HTML\]](#) | [GOV.WALES](#)

“Project Bank Accounts (PBAs) are a condition of funding on all Welsh Government construction and infrastructure projects and any other contracts deemed appropriate by contracting authorities, which are fully, part or Grant funded by Welsh Government. PBAs are also advised on all construction projects in the wider public sector.”

Effective date: