

FAST **FORWARD** **TO THE GOOD BITS**

WITH JOBS GROWTH WALES+



JOBS GROWTH WALES+ YOUTH PROGRAMME

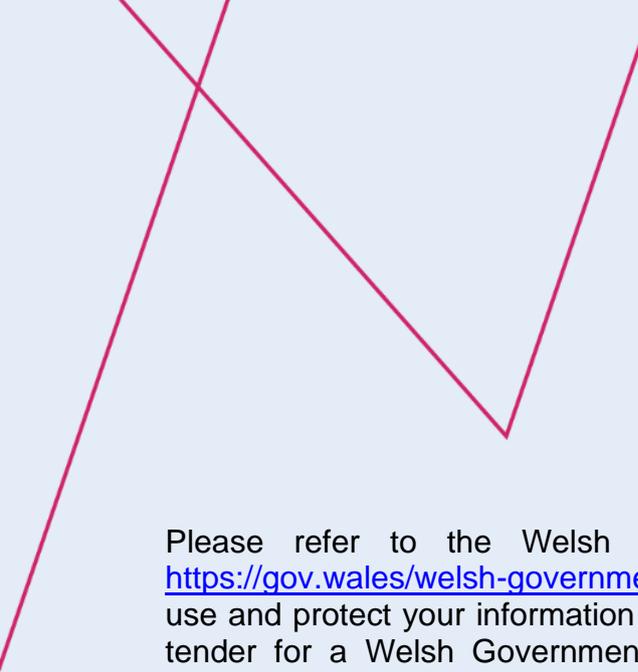
PROGRAMME SPECIFICATION

March 2022 - March 2026
(With an option to extend to March 2027 and to March 2028)



Llywodraeth Cymru
Welsh Government





Please refer to the Welsh Government Procurement Privacy Notice at: <https://gov.wales/welsh-government-procurement-privacy-notice> to find out how we use and protect your information within the Welsh Government when you quote or tender for a Welsh Government contract through a procurement process. The Procurement Privacy Notice makes sure we continue to comply with privacy law and regulation, it includes information on your rights and information we hold about you and the legal grounds for how we use your information.

Published August 2024
Version 1.4

You may re-use this document/publication free of charge in any format or medium, under the terms of the Open Government Licence **OGL** v3.0. To view this licence visit <http://www.nationalarchives.gov.uk/doc/open-government-licence> or write to the Information Policy Team, The National Archives, Kew, Richmond, Surrey, TW9 4DU; or email: psi@nationalarchives.gov.uk.

This document/publication is available on our website from August 2024.

WG50591
Digital ISBN 978-1-83625-582-6
© Crown Copyright August 2024

CONTENTS

CONTENTS	3
A. INTRODUCTION	8
B. PROGRAMME STRANDS	20
C. PROGRAMME ELIGIBILITY	27
D. ON PROGRAMME	32
E. PROGRAMME DELIVERY REQUIREMENTS	45
F. TRAINING ALLOWANCE AND SUPPORT COSTS	66
G. PERFORMANCE MEASURES	82
H. ALLOCATIONS AND FUNDING	87
I. QUALITY ASSURANCE AND CONTINUOUS IMPROVEMENT	95
J. CONTRACT AND PERFORMANCE MANAGEMENT	100
K. EVIDENCE REQUIREMENTS	108
L. INFORMATION ASSURANCE	134
M. AUDIT	148
N. DATA MANAGEMENT AND SUBMISSION	152
O. DATA AND PAYMENT CONDITIONS	154
P. CONSORTIA AND COLLABORATIVE BIDS	159
Q. SUB-CONTRACTING	163
R. PERSONAL DATA AND GDPR	168
S. SECURITY	173
T. INTELLECTUAL PROPERTY RIGHTS	179
U. EQUALITY AND DIVERSITY	181
V. WELSH LANGUAGE REQUIREMENTS	187
W. HEALTH AND SAFETY	193
X. SAFEGUARDING	195
Y. COMMUNITY BENEFITS	198
Z. FAIR WORK AND ETHICAL SUPPLY CHAINS	201
AA. ENVIRONMENTAL CONSIDERATIONS	203

AB. MARKETING AND COMMUNICATIONS	206
AC. WAGE SUBSIDIES UK SUBSIDY REQUIREMENTS	212
AD. FUNDING COMPLIANCE	215
AE. TRANSITION INTO JGW+.....	218
AF. FINANCIAL STANDING AND RESOURCES	221
AG. SUCCESSFUL BIDDER’S LIABILITY	223
AH. INSURANCE	225
AI. TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT REGULATIONS (TUPE)	227
AJ. BIDDERS REGISTERED OR LOCATED OUTSIDE OF WALES AND ENGLAND	229
AK. CONDITIONS OF “THE AGREEMENT”.....	231
AL. PARTNERSHIP WORKING.....	233
ANNEX 1 ALLOCATION METHODOLOGY	235
ANNEX 2 PAYMENT FUNDING MODEL.....	246
ANNEX 3 KEY DELIVERY INDICATORS (KDIS)	250
ANNEX 4 DESTINATION GUIDANCE AND EVIDENCE REQUIREMENTS.....	256
ANNEX 5 ECO-CODE.....	263
ANNEX 6 LINKS AND RESOURCES.....	265
ANNEX 7 TEMPLATE CHECKLISTS AND DECLARATIONS	272
ANNEX 8 FUNDING WELSH MEDIUM AND BILINGUAL DELIVERY	274
ANNEX 9 PILOT FOR CONTRACTOR DIRECT REFERRALS.....	278
ANNEX 10 PILOT FOR RENEW AND REFORM	281
ANNEX 11 PILOT EXTENDING ELIGIBLE AGE TO 19 YEARS OLD	290
ANNEX 12 REVIEW OF ESF LINKED PROVISIONS.....	292
GLOSSARY OF TERMS	296

Amendment Version 1.4 April 2024	Summary of Amendment	Relevant Section/s
69.	Clarified there is no requirement for Contractors to submit the completed JGW+ Destination form to the Welsh Government.	G6, K19
70.	Updated “residency criteria” for assessing programme eligibility, previously referred to as “overseas nationals”. Includes updated evidence requirements. Includes clarification of terminology for the requirement to be mainly resident in Wales (previously referred to as ordinarily resident in Wales)	C5, C14, K4, K7,K9, Glossary of Terms C Residency Criteria
71.	Clarified that where a young person attends English for Speakers of Other Languages (ESOL) provision, whether funded in any capacity, this will not make them ineligible for entry onto the JGW+ Programme.	C14
72.	Clarified that destination outcomes for participants leaving the JGW+ and enrolling onto Communities for Work, is categorised as ‘Further learning at the same level or lower level, at the same provider or another provider’ which is a neutral outcome. This can be backdated to the start of the Programme.	Annex 4
73.	Clarified that the following definitions apply for the purposes of recording an immediate destination into employment to populate LLWR field LP79: 21 = Employment (full-time) 30 hours or more per week. 22= Employment (part-time) less than 30 hours per week but greater than 16 hours or more per week. 23 = Employment (less than 16 hours per week).	Annex 4
74.	Amended time requirements so Contractors now have within 8 weeks (instead of 4 weeks) of the actual leaving date to achieve the immediate destination and populate the data on the Post 16 DMS. Applies from 1 January 2024.	E70, G8, J23, K20, K28, ANNEX 4
75.	Clarified Contractors may demonstrate accreditation with Cyber Essentials Plus or ISO27001 certification providing it has been carried out by an independent ISO27001 accredited organisation.	L4, L13,L14,S7
76.	Amended time requirements so that where a participant does not currently have an NI Number, then Contractors have up to 4 months (16 Weeks) (instead of 3 months) from start date within which an NI number must be recorded on the Post 16 DMS. The Post 16 DMS will mark participants as ineligible if their NI number is not known after 16 weeks or when they leave the Programme. This change is automatically backdated to the start of the programme.	K4
77.	Clarified that for participants enrolled on Engagement Strand and attending ‘Get Ready’ for the summer period only, there is no requirement to record the NI number on the post 16 DMS (Contractors must make every effort to obtain evidence of NI	K4

	number as required for programme eligibility and where this is not available obtain alternative evidence that supports the legal right to live in the UK). If participants continue on the programme beyond the summer period then contractors will have up to 16 weeks from the initial start date on Engagement Strand within which an NI number must be recorded.	
78.	Updated WBL H&S guidance for reporting learner accidents/diseases/dangerous occurrences to the Welsh Government	W6, ANNEX 6
79.	Updated Additional Learning Support provision available for participants	F53-F71
80.	Updated the Programme Specification to reflect that ESF has now concluded, all changes recorded at new ANNEX 12 and apply from 1 January 2024.	ANNEX 12
81.	Amended time requirements so Contractors now have up to 20 working days from the start date within which a WEST and ILP for the young person must be completed. Applies from 1 January 2024.	Process Flow Chart at Section D, D20, D24, D25, D38, E13, K7, K27, ANNEX 3, ANNEX 10, Glossary
82.	Amended the minimum frequency for Contractors to undertake progress reviews to at least every 8 weeks. (But no change to the requirement on Contractors to review each person's progress as frequently as necessary - our expectation is that the decision and reasons regarding the frequency of progress reviews should be recorded in the ILP.) Applies from 1 January 2024.	Process Flow Chart at Section D, D26, D37, D43, K7, K25, K28, ANNEX 3
83.	Updated to add in the existing requirements for populating LLWR field codes for those on 'Get Ready' on Engagement Strand, which are: LA49 JGW+ Activity Descriptors must be populated with code 17 'Get Ready' LP51 Special Programme must be populated with code 'GRS'	Annex 10

A. INTRODUCTION

Jobs Growth Wales+ (JGW+) Youth Programme

- A1.** The purpose of the Jobs Growth Wales+ Youth Programme (JGW+ Programme) is to deliver consolidated and individualised training, development and employability support to 16–18-year-olds who are assessed as **NEET (Not in Education, Employment or Training)** at the time of starting the JGW+ Programme.
- A2.** The JGW+ Programme will support delivery of the Welsh Government’s strategic priorities to tackle the consequences and risk factors associated with young people being NEET, which is integral to Stronger, fairer, greener Wales: a plan for employability and skills (see LINKS and RESOURCES SECTION) and to achieving our well-being goals.
- Key delivery objectives of the JGW+ Programme are to:
- Reduce the number of young people who are NEET, and
 - Support young people to make the most of their potential.
- A3.** The JGW+ Programme offers young people a holistic approach to employability support. Programme participants will have an **Individual Learning Plan (ILP)** to be developed and delivered by procured contractors who will support them to attain the skills, qualifications and experience that enables them to progress learning at a higher level, or into fair and sustainable employment (including self-employment) or an apprenticeship.
- A4.** The JGW+ Programme has three strands **Engagement, Advancement and Employment** to ensure differentiated levels of interventions are available to meet the diverse needs of individuals. The Programme Specification has been designed to promote innovative delivery models that are flexible to enable all Programme participants to access opportunities. Contractors are expected to devise and deliver flexible and creative individualised support which involves a wide range of activity – beyond training and skills development. This may include but is not limited to, the use of employer work placements, work trials, community projects, voluntary work, centre-based learning opportunities and wage subsidised employment.
- A5.** The need for organisations to have the capacity to deliver online and provide blended learning and support is vital for ensuring continuity of provision for young people on the JGW+ Programme. This may include the need to ensure a rapid response is developed to move from face-to-face to online learning

delivery. Contractors should aim to ensure that any changes to delivery required by government advice including public health advice, can be quickly and effectively managed. The quality of learning and support must be delivered with the same rigour as face-to-face learning.

- A6.** Tackling inequalities caused by digital exclusion is a Digital Strategy for Wales priority underpinned by support delivered through the Digital Communities Wales: Digital Confidence, Health and Well-being (DCW) Programme (see LINKS and RESOURCES SECTION). Learning and support provided by Contractors must be accessible to all young people on the JGW+ Programme. Contractors must ensure help to access provision is made available to all young people, particularly those from vulnerable groups and those who may be disconnected for whom access to and/or the affordability of devices and or connectivity may be a barrier.

Programme Specification

- A7.** This Programme Specification along with all other tender documents (Invitation to Tender, ¹Framework Agreement (**“the Agreement”**), annual Programme Commission(s) (see Schedule 4 of the Framework Agreement), Non-Core Community Benefits Proposal Template, Behavioural Values for Practitioners within JGW+ Contractors, Technical Response Template, Qualification Questionnaire (Including – Bespoke Questions) Qualification Evaluation Response (CCGEN.0.2) Template) forms the contractual agreement (**“the Contract”**) between the Contractor and the Welsh Ministers for the delivery and funding of the JGW+ Programme and sets out certain requirements that must be adhered to by the Contractor in the delivery of this Programme. The **Allocation Methodology** and **Payment Funding Model** which form part of this Programme Specification have been set out in full at **Annexes 1 and 2**.
- A8.** Throughout this document successful Bidders are denoted as **“Contractors”** and the **“Contractor”**. For the purposes of this document the **“Welsh Government”** and **“Welsh Ministers”** means the **“Client”** as denoted in the Invitation to Tender.
- A9.** To ensure delivery to all regions of Wales, Regional Lots will be used as described in the table below which provides the definition of Regional Lots. For the purposes of the tender process, Bidders may submit a Bid for one or more of the Regional Lots. Where a Bidder wishes to bid for more than one Regional Lot a separate technical response template and non-core community benefits response template for each respective Regional Lot must be submitted. The

¹ See Invitation to Tender for the JGW+ Programme Framework Agreement Number F033/2020/2021

Contractor must deliver all three strands of the JGW+ Programme Specification for their Regional Lot(s).

JGW+ Regional Lots

Regional Lot	Region	Composite Local Authorities	Participant Proportion
Lot 1	North Wales	Conwy, Denbighshire, Flintshire, Gwynedd, Isle of Anglesey, Wrexham.	12%
Lot 2	South West and Mid Wales	Carmarthenshire, Neath Port Talbot, Pembrokeshire, Swansea, Ceredigion, Powys.	25%
Lot 3	South Central Wales	Bridgend, Cardiff, Merthyr Tydfil, Rhondda Cynon Taf, Vale of Glamorgan.	38%
Lot 4	South East Wales	Blaenau Gwent, Caerphilly, Monmouthshire, Newport, Torfaen.	25%

A10. The Programme duration is as follows:

Agreement Start Date: 1 March 2022

Agreement Term: The term of the Agreement is for 4 (four) years and 1 (one) calendar month (and with the option to award an extension of up to an additional two years on a 1 year plus 1 year basis)

Agreement End Date: The Agreement term ends on 31 March 2026 (and with the option to award an extension of up to an additional two years on a 1 year plus 1 year basis if applicable).

A11. Annual Programme Commissions will be awarded for 2022-23, 2023-24, 2024-25, and 2025-26. If the Agreement is extended, a Programme Commission will be issued for 2026-27, and further Programme Commissions may be issued for 2027-28 and potentially for 2028-29. The Client shall award each Programme Commission in accordance with the terms and conditions of the Agreement (as applied to Programme Commission for F033/2020/2021). When awarding the Programme Commission (for the periods 2026-27, 2027-28 or 2028-29), the Client shall notify the Contractor whether it will be the final Programme Commission awarded pursuant to the Agreement and confirm that the run-down phase should be implemented for a period up to 12 months.

A12. The JGW+ Programme value will be between £100 million - £200 million (the total budget is subject to the Welsh Ministers' discretion):

- The lower value assumes four annual Programme Commissions, without access to the UK Shared Prosperity Fund.
- The higher value assumes seven Programme Commissions (the final annual Programme Commission shall allow for the implementation of the run-down phase).
- All values recognise that Ministerial priorities may change during the period and that there may be impacts relating to economic conditions as well as impacts relating to the level of any future regional investment to replace European Structural Funds. The loss of European Social Fund (ESF) income may impact particularly when the Treasury Guarantee ceases in 2023 and if funding from the UK Shared Prosperity Fund cannot be sought at equivalent levels.

A13. The right to extend the Term of the Agreement will be implemented in accordance with the terms and conditions of the Agreement, which will be subject to the following:

- The Contractor meeting the Programme Specification, performance and target requirements as confirmed by the Contract Manager during the contract management meetings, and
- Confirmation from the Welsh Government of budget availability and service requirements for the potential extension period of the Agreement and award of annual Programme Commissions.

A14. ESF concluded in December 2023, therefore from the 2024-25 financial year onwards, the JGW+ Programme may need to review activity levels/new starts to manage within the available budget excluding ESF, if funding from the Shared Prosperity Fund cannot be sought at equivalent levels.

A15. As the **Covid-19 situation** continues there could be an impact on the award of the Contract in terms of potential delays or even non-award. Although not anticipated, the Welsh Government may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the Contractor at the earliest opportunity.

Programme Transition

A16. The period from 1 March 2022 until 31 March 2022 will be a period of transition for those carry over learners and displaced learners yet to complete their ILP

who were previously on the Traineeships Programme. The JGW+ Programme which will come into operation for new starts from 1 April 2022. Contractors must work with the Traineeships Programme contractors (if the legacy Traineeships Programme contractor is not also the JGW+ Contractor) to ensure an effective transition for any displaced learners. Contractors will be obliged to work with Traineeships contractors throughout March 2022 to this end. It is vital that throughout the transition period the interests of learners are given paramount importance. (See also TRANSITION INTO JGW+ SECTION and ALLOCATION METHODOLOGY ANNEX 1).

- A17.** There will be a time period prior to the start of the Contract (but after the award notice is issued to successful Bidders) during which time the Welsh Government will work with Contractors to manage displaced learners and on the establishment by the Contractor of their data system. The Welsh Government will provide detailed guidance on the process for managing displaced learners prior to the launch of the JGW+ Programme.

Qualifications and Levels of Learning

- A18.** Through the delivery of the JGW+ Programme the Contractor must provide integrated programmes of learning and/or development. Where qualifications are delivered as part of an **ILP**, the qualifications must be those approved or designated for teaching in Wales listed on the QiW database, which is owned and managed by Qualifications Wales, or other qualifications approved by the Welsh Government which are **Credit and Qualifications Framework for Wales** compliant and must be covered for delivery by the terms of this Programme Specification.

- A19.** In this Programme Specification all references made to:

- Qualifications refer to CQFW compliant regulated qualifications that have been approved or designated by Qualifications Wales which are eligible for public funding. The QiW database is the single point of reference for all regulated qualifications and any one of these qualifications can be included in the JGW+ Programme.
- Levels of learning refer to the **Credit and Qualifications Framework for Wales (CQFW)** published Level „Descriptors².

²Credit and Qualifications Framework for Wales (CQFW) published Level Descriptors are available online at: <https://gov.wales/credit-and-qualifications-framework-cqfw-level-descriptors>

Statutory Requirements & Obligations

- A20.** The Contractor must comply with the Learning and Skills Act 2000 (as amended) so far as applicable, the Apprenticeship, Skills, Children and Learning Act 2009 (ASCL Act 2009) and all other relevant statutory obligations, including, but not limited to, those relating to health and safety, equal opportunities and protected characteristics, the national minimum wage, disability discrimination, the Welsh Language, data protection, and the protection of children and vulnerable adults.
- A21.** The Contractor is responsible for ensuring lawful compliance in delivering all aspects of the JGW+ Programme. References to certain statutory provisions have been made in this Programme Specification, it is however for the Contractor to ensure compliance with all relevant statutory provisions as updated and applicable from time to time during the Agreement Term.

Performance

- A22.** Positive outcomes for the JGW+ Programme are as follows:

JGW+ Programme Engagement and Advancement Strands

- Progression to learning at a higher level or progression into employment, full and part-time, (including self-employment) or an Apprenticeship.

JGW+ Employment Strand

- Progression into employment (full or part time) including self-employment or an Apprenticeship.

- A23.** Contractors delivering the JGW+ Programme must achieve minimum rates for positive outcomes, as set out in the JGW+ Minimum Performance Thresholds table below.

JGW+ Minimum Performance Thresholds

Engagement Strand	Advancement Strand	Employment Strand
<p>60% or above</p> <p>Progression to learning at a higher level; or progression into employment, full and part-time, (including self-employment); or an Apprenticeship (including self-employed Apprenticeship).</p>	<p>60% or above</p> <p>Progression to learning at a higher level; or progression into employment, full and part-time, (including self-employment); or an Apprenticeship (including self-employed Apprenticeship).</p>	<p>75% or above</p> <p>Progression into employment (full or part time) including self-employment; or an Apprenticeship (including self-employed Apprenticeship).</p>

- A24.** During the Term of the Agreement, the Welsh Government may change the percentage for achieving minimum positive progression rates for the delivery of the JGW+ Programme. Changes to this Programme Specification will be implemented as set out in the (INTRODUCTION SECTION under the heading Changes to this Specification).
- A25.** Full information about JGW+ Programme Performance Measures has been provided in the (PERFORMANCE MEASURES SECTION).
- A26.** It should be noted that where there is a requirement (as referenced throughout this document) for Contractors to provide a plan or strategy to underpin delivery of the JGW+ Programme, these are expected to be in place by April 2022 unless otherwise stated and/or agreed with Welsh Ministers, and these plans must be refreshed at least annually.

Partnership Working

- A27.** The Contractor must build and maintain working relationships with key stakeholder organisations and groups to help provide effective and joined up provision and support for young people on the JGW+ Programme. Full details including a list of key stakeholders has been provided at (SECTION on Partnership Working).

Changes to the Programme Specification

- A28.** Contractors will need to be aware of current and emerging Welsh Government policy and commit to a flexible approach that is capable of responding to

changing Ministerial priorities and labour market requirements. From time to time there may be a requirement to deliver new services aimed at supporting young people. This section focuses on the elements of work the Welsh Government may need to change and on a sample of additional work that may be required in the Agreement Term and during any Programme Commission. There may also be a requirement for additional work not referenced here. Any additional work will be connected to JGW+ Programme delivery. All additional work must be instructed in accordance with the process set out in Schedule 2 of the Agreement. Further, and for the absolute avoidance of doubt, no variation or additional work in relation to the JGW+ Programme will amount to a modification of the overall nature of the Agreement (including as set out in this Programme Specification).

A29. Contractors should also note that as at the time of publishing this document, as the Covid-19 situation continues there could be an impact on the award of this Agreement in terms of potential delays or even non-award. Although not anticipated, the Welsh Government may also need to change elements of the scope of work, including the scale. Any potential change or impact will be discussed and agreed with the Contractor at the earliest opportunity.

A30. During the Agreement Term and any Programme Commission the Welsh Government reserves the right to target its priorities, as it deems appropriate, by utilising the process set out in Schedule 2 of the Agreement. The Welsh Government will review the targeting of priorities alongside the contract delivery as part of the quarterly contract meetings to be held between the Welsh Government and the Contractor. On the basis of the Covid-19 situation and Brexit, together with the fluctuating economic climate and as part of the targeting of Welsh Minister's priorities, the Welsh Government may seek to explore and test new approaches to the provision of employability support for young people utilising the principles of the JGW+ Programme. To do this, the Welsh Government will engage with the Contractor and may require input in the form of an Estimate from the Contractor to establish the impact of any variation and/or additional work onto the Agreement Payment (as defined in Schedule 2 of the Agreement). The Welsh Government also reserves the right to vary the funding rate for the JGW+ Programme on the basis of targeting of priorities as it deems appropriate over the Agreement Term and any Programme Commission. Examples of changes to target priorities could include (but are not limited to) changes to delivery timescales, the types and levels of learning or prioritising age ranges and focussing support to take into account evolving impacts on our young people and the Welsh economy. Changes will be notified to Contractors in writing **not less than 60 days** before the start of the next Programme Commission, and the parties shall comply with Schedule 2 (Change Control) of the Agreement. For the absolute avoidance of doubt, no variation or additional

work in relation to the JGW+ Programme will amount to a modification of the overall nature of the Agreement (including as set out in this Programme Specification).

A31.

The Programme Specification details where potential targeting of priorities could result in a change to the Services and/or funding rate throughout the Agreement Term and during any annual Programme Commission year. The Welsh Government will review the targeting of priorities alongside the contract delivery as part of the quarterly contract management meetings to be held between the Welsh Government and the Contractor. The Programme Specification will advise of the Welsh Government's priorities for JGW+ Programme delivery, and Programme Commissions will be updated when issued annually or at the point when targeted priorities are reviewed and revised following quarterly contract management meetings. Contractors should note the content of the Programme Specification generally including but not limited to:

- Training Allowance and Support Costs Funding and Guidance (see TRAINING ALLOWANCE and SUPPORT COSTS SECTION). The Welsh Government reserves the right to vary the funding rates and guidance for Training Allowance and Support Costs payable under the JGW+ Programme as part of the targeting of priorities as it deems appropriate throughout the Agreement Term. Contractors are reminded that the funding rates set out in this Programme Specification are provisional and as such may be updated as the Programme Specification changes. Contractors should also note that Additional Learning Support funding will be kept under review throughout the Agreement Term and during any Programme Commission and as such could be subject to change. To reiterate, no variation or additional work in relation to the JGW+ Programme will amount to a modification of the overall nature of the Agreement (including as set out in this Programme Specification).
- Performance Thresholds and Key Delivery Indicators (See PERFORMANCE MEASURES SECTION and Annex 3 KEY DELIVERY INDICATORS). Annual Programme Commissions will contain specific Performance Threshold targets and Key Delivery Indicators to ensure minimum delivery is achieved for the JGW+ Programme by each Contractor and pan Wales (meaning the collective performance of Contractors delivering the Services across all Regional Lots). For example, the Welsh Government will target Contractors to achieve minimum Performance Thresholds for participant outcome results. However, these Performance Thresholds may change going forward in line with the Welsh Government's priorities.

- Programme Allocation and Payment Funding Model which will form the basis of annual Programme Commissions (See ALLOCATIONS AND FUNDING SECTION, Allocations Methodology at Annex 1 and the Payment Funding Model at Annex 2). The Welsh Government reserves the right to vary the methodology for funding the JGW+ Programme and the funding rates payable as part of the targeting of priorities as it deems appropriate throughout the Agreement Term. Contractors are reminded that the funding rates set out in this Programme Specification are provisional and as such may be updated as the specification changes. To reiterate, no variation or additional work in relation to the JGW+ Programme will amount to a modification of the overall nature of the Agreement (including as set out in this Programme Specification).
- The delivery of Pilot projects aimed at improving delivery of the JGW+ Programme (as set out in this SECTION).
- Welsh Government Fair Work policy and guidance and the Code of Practice for Ethical Employment in Supply Chains (see FAIR WORK ETHICAL SUPPLY CHAINS SECTION). The Welsh Government is committed to making Wales Fair Work nation. Fair work means workers are fairly rewarded, heard and represented, and can progress in a secure, healthy, and inclusive working environment, where their rights as workers are respected. The Welsh Government encourages contractors to promote the principles of Fair Work and engage with employers who demonstrate a commitment to working towards providing fair work opportunities for participants. Requirements of the JGW+ Employment Strand will evolve to reflect Fair Work policy.
- Welsh Language Requirements (see WELSH LANGUAGE REQUIREMENTS SECTION). The Service Delivery Standards which currently apply to the service delivery of the JGW+ Programme are set out in this Programme Specification. The Welsh Government will notify Contractors of any changes to the Service Delivery Standards.
- European Union Funding and Compliance Guidance. The JGW+ Programme was part funded by European Social Fund (ESF) administered under the European Structural and Investment Funds Programme 2014-2020. These programmes are likely to continue through 2022 to 2023. Should the UK Government's exit from the EU indicate that changes will be made sooner, Contractors will be informed of the change/s in accordance with the terms and Conditions at Schedule 2 (Change Control) of the Agreement. To reiterate, no variation or additional work in relation to the JGW+ Programme will amount to a modification of the overall nature of the Agreement (including as set out in this Programme Specification).

A32. Changes to any part of the Services set out in this Programme Specification will be implemented in accordance with the terms and conditions set out in Schedule 2 (Change Control) of the JGW+ Agreement. At least **60 calendar days** prior written notice will be given to Contractors informing them of any change to the terms of any part of this Programme Specification. There will be no obligation to implement any change notified within 60 calendar days until 60 calendar days has elapsed. Changes will be notified to Contractors in writing not less than 60 calendar days before the start of the annual Programme Commission. The Contractor must ensure that relevant information is communicated to each consortium member and sub-contractor, including any changes to JGW+ Programme requirements or new policy directives from the Welsh Government relevant to JGW+ Programme delivery.

Pilot Projects

A33. The Welsh Government may require delivery of pilot projects aimed at improving the JGW+ Programme. This may include, but will not be limited to:

- Specifically targeted wage subsidies.
- Adjusting funding to incentivise Real Living Wage.
- Reviewing provision and funding of Additional Learning Support and other support costs.

A34. We will enter into a mini competition with all Contractors within the relevant Regional Lot(s) for delivery of any pilot and new services that may be required, if applicable. The mini competition will use the Technical Questions included within the ITT but aligned to the specific pilot activity that includes confirmation of the Contractor's ability and capacity to accommodate the additional delivery. The technical evaluation criteria and scoring criteria used for this tender will also be applied. New or Pilot delivery will be awarded to Contractors delivering within the relevant Regional Lot(s) that align to the applicable pilot and will be offered to all successful Contractors within the relevant Regional Lot(s) (unless there are concerns in relation to the Contractor's contract management quality and performance data) with a Programme Commission following the mini competition.

A35. Following conclusion of any mini competition, where successful Contractors are required to deliver a Pilot or any new and additional services, available funding will be divided between eligible Contractors in proportion to each Contractor's annual Programme Commission.

A36. Changes to the Programme Specification will be implemented in accordance with the procedure set out in Schedule 2 (Change Control) of the Agreement.

B. PROGRAMME STRANDS

Programme Overview

- B1.** The JGW+ Programme is a training and/or development Programme for 16 -18-year-olds not otherwise engaged in post 16 education, training or employment. The primary objective of the JGW+ Programme is, through individualised support, to equip young people with the skills, qualifications and experience needed to enable them to progress to learning at a higher level, employment (including self-employment) or an Apprenticeship – **at the earliest opportunity**.
- B2.** The JGW+ Programme is not time-bound, other than the stated age eligibility. It is a flexible Programme which requires the development of **ILPs** to meet the needs of each young person. Some individuals may need relatively short periods of time to prepare for entry to further learning opportunities, employment or an Apprenticeship. Others with more complex personal and social needs will require much longer periods before they are ready to enter and sustain training and employment. The Contractor must ensure that the JGW+ Programme is tailored to meet the needs of each young person on the Programme.
- B3.** The JGW+ Programme includes (but is not limited to) the use of work placement, work trials, community projects, voluntary work, centre-based learning opportunities and wage subsidised employment. It has three strands: **Engagement, Advancement and Employment**.
- B4.** The Contractor must adhere to the Work Experience Requirements and to the Employer Criteria and Standards as applicable, as set out in the (PROGRAMME DELIVERY REQUIREMENTS SECTION).
- B5.** All entrants to the JGW+ Programme must be referred by **Working Wales** (delivered by Careers Wales) (or another organisation/agency as may at any future stage be notified by the Welsh Ministers) and require a completed Working Wales **Assessment and Referral Report (ARR)** on or before the young person's Start Date.
- B6.** The Working Wales ARR must be completed prior to the Contractor starting the young person on the JGW+ Programme. The Working Wales ARR will identify:
- The learning and/or development needs of the young person.

- Any barrier(s) preventing the young person from participating in further learning and/or progressing into employment to be addressed as part of the ILP.
- The JGW+ Programme Strand for the young person, either Engagement, Advancement or Employment.

B7. The Contractor must take into account the Working Wales ARR for the young person in undertaking the young person's ILP and Progress Reviews.

B8. The Contractor must support **all** JGW+ Programme eligible young people referred onto the Programme by Working Wales.

JGW+ Engagement Strand

B9. The JGW+ Engagement Strand is intended for JGW+ Programme eligible young people who are assessed by Working Wales as:

- Needing to confirm or contextualise an occupational focus prior to entering further learning or employment including an Apprenticeship, and/or
- Experiencing barriers preventing them from engaging in a programme of study at Level 1.

A young person is likely to be defined as 'needing to confirm an occupational focus'.

B10. In addition, and subject to written agreement by the Welsh Government, where a young person has already identified a preferred progression route into further learning at a higher level (usually into FE provision) Working Wales may identify that the JGW+ Engagement Strand is necessary to confirm his/her choice. In such cases the young person must receive additional support to confirm (or otherwise) his/her readiness for his/her preferred choice. Young people availing themselves of this option must be experiencing barriers to progressing (and sustaining that progression) into further learning at a higher level. It is expected that this provision will be applicable to young people aged 16-18 years who have already been identified through the Pre-16 Early Identification System led by Local Authorities. Evidence of the barrier or barriers may be generic or specific to the preferred progression route.

B11. The JGW+ Engagement Strand encompasses:

- The support needed to address barrier/s identified in the ARR as preventing the young person from participating in vocational or other learning at Level 1 or progressing into employment including an Apprenticeship; and
- Learning, development and support activities which have been identified in the young person's ILP, as may be needed to enable the young person to develop skills needed to enable them progress to either employment, an Apprenticeship or further learning at a higher level, at the earliest appropriate opportunity. This should include, but is not limited to:
 - The use of work placements, work trials, community projects, voluntary work and centre-based learning opportunities which aim to confirm or contextualise an occupational focus; and the
 - Delivery of qualifications as permitted for the JGW+ Engagement Strand.

B12. Permitted qualifications under the JGW+ Engagement Strand that young people can undertake are:

- Qualifications at CQFW Entry Level and units at CQFW Level 1;
- Essential Skills Wales qualifications up to and including Level 2.

Full qualifications at CQFW Level 1 or above (except for Essential Skills Wales Qualifications) must not be delivered under the JGW+ Engagement Strand.

B13. Progression from the JGW+ Engagement Strand onto the JGW+ Advancement Strand or the JGW+ Employment Strand:

- Where the Contractor assesses the participant should continue on the JGW+ Programme by progressing from the JGW+ Engagement Strand onto the JGW+ Advancement Strand or the JGW+ Employment Strand, the Contractor must follow the requirements set out in the (PROGRAMME DELIVERY REQUIREMENTS SECTION).

JGW+ Advancement Strand

B14. The JGW+ Advancement Strand is for JGW+ Programme eligible young people who are assessed by Working Wales as:

- Being occupationally focussed, and

- Able to follow a programme of study leading to a Level 1 Qualification but assessed as being unable to currently follow a Level 2 or above programme.

Being occupationally focussed includes where a young person would benefit from the opportunity to undertake work experience in order to experience a range of situations within occupational settings to confirm their interest before committing to that pathway. It also includes where a young person would benefit from physical fitness and other training required by military and emergency services.

B15.

The JGW+ Advancement Strand encompasses:

- The support needed to address barrier/s identified in the ARR as preventing the young person from participating in vocational or other learning at Levels 1 or 2 or progressing into employment including an Apprenticeship, and
- Learning, development and support activities which have been identified in the young person's ILP, as may be needed to progress the career aim of the young person, in order to achieve either further learning at a higher level, employment or an Apprenticeship, at the earliest opportunity. This should include, but is not limited to:
 - The use of work placements, work trials, community projects, voluntary work and centre-based learning opportunities, and the
 - Delivery of qualifications as permitted for the JGW+ Advancement Strand.

B16.

Permitted qualifications under the JGW+ Advancement Strand that young people can undertake are:

- Regulated Qualifications at CQFW Level 1 and Level 2 (units and full qualifications).
- Essential Skills Wales qualifications up to and including Level 3.
- Contractors that are approved to deliver the Welsh Baccalaureate can deliver this at the CQFW Level 1.

Qualifications at CQFW Level 3 or above must not be delivered under the JGW+ Advancement Strand (except for Essential Skills Wales Qualifications).

B17. Progression from the JGW+ Advancement Strand onto the JGW+ Employment Strand:

- Where the Contractor assesses the participant should continue on the JGW+ Programme by progressing from the JGW+ Advancement Strand onto the JGW+ Employment Strand the Contractor must follow the requirements set out in (SECTION E PROGRAMME DELIVERY REQUIREMENTS).

JGW+ Employment Strand

B18. The JGW+ Employment Strand provides a wage subsidy for a paid and sustainable job opportunity and is for JGW+ Programme eligible young people who are assessed by Working Wales as:

- Being occupationally focussed, and
- Job ready.

B19. A young person is likely to be defined as being **'job ready'**, where they:

- Are actively seeking work,
- Show motivation and commitment,
- Have realistic expectations for gaining employment, and
- Have no identified literacy, numeracy or digital skills needs that will prevent access to employment at a foundation level beyond those that can be addressed within the time period prior to the wage subsidised job placement.

B20. The JGW+ Employment Strand encompasses:

- The support needed to address barrier/s identified in the ARR as preventing the young person from progressing into employment including an Apprenticeship, and
- Support and work-related preparation including essential skills which has been identified in the young person's ILP, as may be needed to progress the young person into sustainable employment, including an Apprenticeship, at the earliest opportunity.
- The use of wage subsidised employment placements. The Contractor must aim to find a supporting employer for a young person referred to or progressing onto the JGW+ Employment Strand within 10 weeks or shortly thereafter of the young person's Start Date on the JGW+ Employment Strand.

During the time period prior to the wage subsidised job placement the Contractor will need to engage the young person in work related preparation.

The Welsh Government encourages Contractors to promote and engage with employers who demonstrate a commitment to working towards providing fair work (see FAIR WORK ETHICAL SUPPLY CHAINS SECTION).

- B21.** The delivery of qualifications at levels above essential skills is not permitted under the JGW+ Employment Strand. The delivery of qualifications under the JGW+ Programme is provided through the JGW+ Engagement or the JGW+ Advancement Strand.
- B22.** If a wage subsidised employment placement is not found within 10 weeks of the young person's Start Date on the JGW+ Employment Strand the Contractor must review the needs of the young person and the actions taken to find a supporting employer. This must include undertaking a Progress Review with the young person focussed on their needs and on aiming to find a supporting employer. The Contractor must record in the young person's ILP the reasons why a supporting employer has not been found, the Progress Review discussion and the actions to be taken to find a supporting employer.
- B23.** For young people on the JGW+ Employment Strand, the Contractor is expected to make every effort to find a supporting employer within 10 weeks of the young persons' Start Date or shortly thereafter whilst continuing to deliver their ILP. In the young person's ILP the Contractor will be expected to identify suitable work trials of no longer than one day in length (per employer) in order to identify a supporting employer opportunity. The Contractor is also expected to engage the young person in activity designed to prepare them for entering work.
- B24.** Levels and reasons recorded for not finding a supporting employer within 10 weeks of the young person's Start Date will be closely monitored under the Welsh Government contract management arrangements.
- B25.** Further information has been provided under the heading Wage Subsidised Employment set out in the (PROGRAMME DELIVERY REQUIREMENTS SECTION).

C. PROGRAMME ELIGIBILITY

Eligibility for JGW+

- C1.** Working Wales will be responsible for ensuring only JGW+ Programme eligible young people are referred to the JGW+ Programme Contractors. The referral made by Working Wales must be accompanied with an ARR for the young person.
- C2.** On receiving the Working Wales ARR, the Contractor must ensure that only JGW+ Programme eligible young people are enrolled onto the Programme.
- C3.** The eligibility of the young person must be established by the Contractor before the date when the Contractor starts the young person on the JGW+ Programme. Evidence to satisfy the JGW+ Programme requirements for eligibility must be obtained and held by the Contractor prior to, or shortly after the date when the Contractor starts the young person on the Programme – this evidence must be documented. For young people on the JGW+ Employment Strand, eligibility must be confirmed by the Contractor prior to the date when the young person starts their employment opportunity with the employer.
- C4.** The Contractor must retain evidence of the young person's eligibility (or in the event of their ineligibility) to satisfy the JGW+ Programme requirements as set out in this Section and will be asked to produce it to the Welsh Government. The Working Wales referral should explicitly confirm NEET status as enrolment onto the JGW+ Programme. This should be done via self-declaration from the young person to confirm their employment status at that point in time. The Contractor must retain evidence of the young person's confirmed NEET status, at the point of the WW referral and at the point of completing the young person Registration Form.
- C5. Young people aged between 16-18 years on entry are eligible for the JGW+ Programme, if they are:**
- Not in full-time education, employment or training (NEET), and
 - Mainly resident in Wales (meaning the residence where you live for the majority of your time in Wales) (in exceptional circumstances eligible young people who attended school in Wales but are domiciled in England, may be able to access the JGW+ Programme. Consideration will be given on a case-by-case basis taking into account the address where the young person currently lives, the address and dates of the secondary school or other

education provision attended, and whether all other eligibility requirements for the programme are satisfied. Prior agreement must be obtained from the Welsh Government before any arrangements are made), and

- Assessed by Working Wales as fitting the criteria as set out in the (PROGRAMME STRANDS SECTION) for either the JGW+ Engagement Strand or the JGW+ Advancement Strand or the JGW+ Employment Strand.

C6. Young people aged 15 at the point of entry will be considered eligible if their enrolment date is after they have completed education before their 16th birthday in June, July or August of the same year and they are considered NEET at the point of referral onto the Programme (See guidance in paragraphs above).

C7. Young people aged 16-18 at the point of entry may continue their programme of learning/development and attendance until the day prior to their 20th birthday.

C8. Full time education covers young people:

- Who are attending sixth form school or college, full-time, as a pupil or student, or
- Who intend to attend school sixth form or college, full-time as a pupil or student.

C9. Part-time work of no greater than, on average, 15 hours per week over a rolling four-week period is classified as 'non-employed'. Such part-time employment must not conflict with required attendance on the JGW+ Programme nor be treated as authorised/unauthorised absence from the Programme.

C10. Referral agencies and the Contractor must ensure that a young person, who has reached 18 years of age is fully aware of any entitlements to benefits as an adult. This will help them make an informed decision whether to enter or re-enter training and/or development via the JGW+ Programme.

C11. Where a young person progresses from any activity undertaken in respect of the JGW+ Programme without a break of more than 3 weeks the original eligibility status remains extant.

C12. The Contractor must ensure that each young person who is eligible for the JGW+ Programme and who has been referred by Working Wales, is fully supported with personalised and adaptable provision by utilising the flexibilities of the JGW+ Programme, engaging with partner organisations and accessing the Additional Learning Support (ALS) budget, where applicable. Where a young person's needs are not being met by the Contractor's existing JGW+ Programme

network, the Contractor will be expected to expand their delivery or engage with new sub-contractors to enable Programme delivery.

- C13.** The Contractor must satisfy themselves before seeking Welsh Government funding that there is a reasonable likelihood that the young person will be able to complete the Programme of learning and/or development. This should include the practicality of providing a place to a young person who may be unable to complete the Programme if they are likely to leave their domicile permanently during the expected duration of the Programme.

Ineligibility for JGW+

- C14.** Individuals are ineligible for entry onto JGW+ Programme if at the point of entry, they are:

- Of compulsory school age (excepting guidance in other paragraphs in this section on young people aged 15 at point of entry), or
- Aged 19 years and over, or
- Attending school or college full-time as a pupil or student, or
- In full-time higher education, or
- Not in receipt of an ARR from Working Wales (or other organisation/agency as may at any future stage be notified by the Welsh Ministers), or
- Not a person listed within the residency categories in the Schedule to the Education (Fees and Awards) Wales Regulations 2007 (please see the detailed guidance provided in this document under the heading “Residency Criteria” , or
- In custody or on remand in custody, or
- In receipt of Welsh Government Learning Grant (WGLG) or an Education Maintenance Allowance. (Except for the Welsh Government Basic Income Pilot for Care Leavers. Young people taking part in this scheme can still enrol onto the JGW+ Programme and receive a Training Allowance, subject to all other programme eligibility criteria being met, or
- Taking part in any other employment or enterprise programme funded directly by the UK Government or the Welsh Ministers, or

- Taking part in any other UK Government or Welsh Ministers funded vocational learning Programmes, or
- Already attending any particular Department for Work and Pensions (DWP) funded provision. (Except if a young person is registered with Jobcentre Plus/DWP and is not taking part in any other funded employment programme, they can still enrol onto the JGW+ Programme Engagement or Advancement Strands subject to all other programme eligibility criteria being met. In the first instance the young person should discuss their plans with their DWP Work Coach. The mini ILP (see Annex 7 Template Forms) must be completed by the young person to inform their DWP Work Coach of their JGW+ Programme participation. Receiving Training Allowance payments whilst participating on the JGW+ Engagement or Advancement Strands will affect the young persons' Universal Credit entitlement and must therefore be declared to JCP/DWP as a change of circumstances. Details of the amount of the Training Allowance payment must be included on the mini ILP which the young person must share with their DWP Work Coach). or
- Are employed for 16 hours or more a week on a rolling four-week period.

Where a young person attends English for Speakers of Other Languages (ESOL) provision, whether funded in any capacity, this **will not** make them ineligible for entry onto the JGW+ Programme.

C15. It is the responsibility of the Contractor to ensure that they have robust processes in place to collect and evidence the relevant data to confirm the eligibility of the young people they enrol onto the JGW+ Programme.

C16. The Welsh Ministers will not pay any sum in respect of ineligible young people and will seek repayment of any sums paid in error or not fully supported by evidence to satisfy the JGW+ Programme eligibility requirements as outlined in this Section.

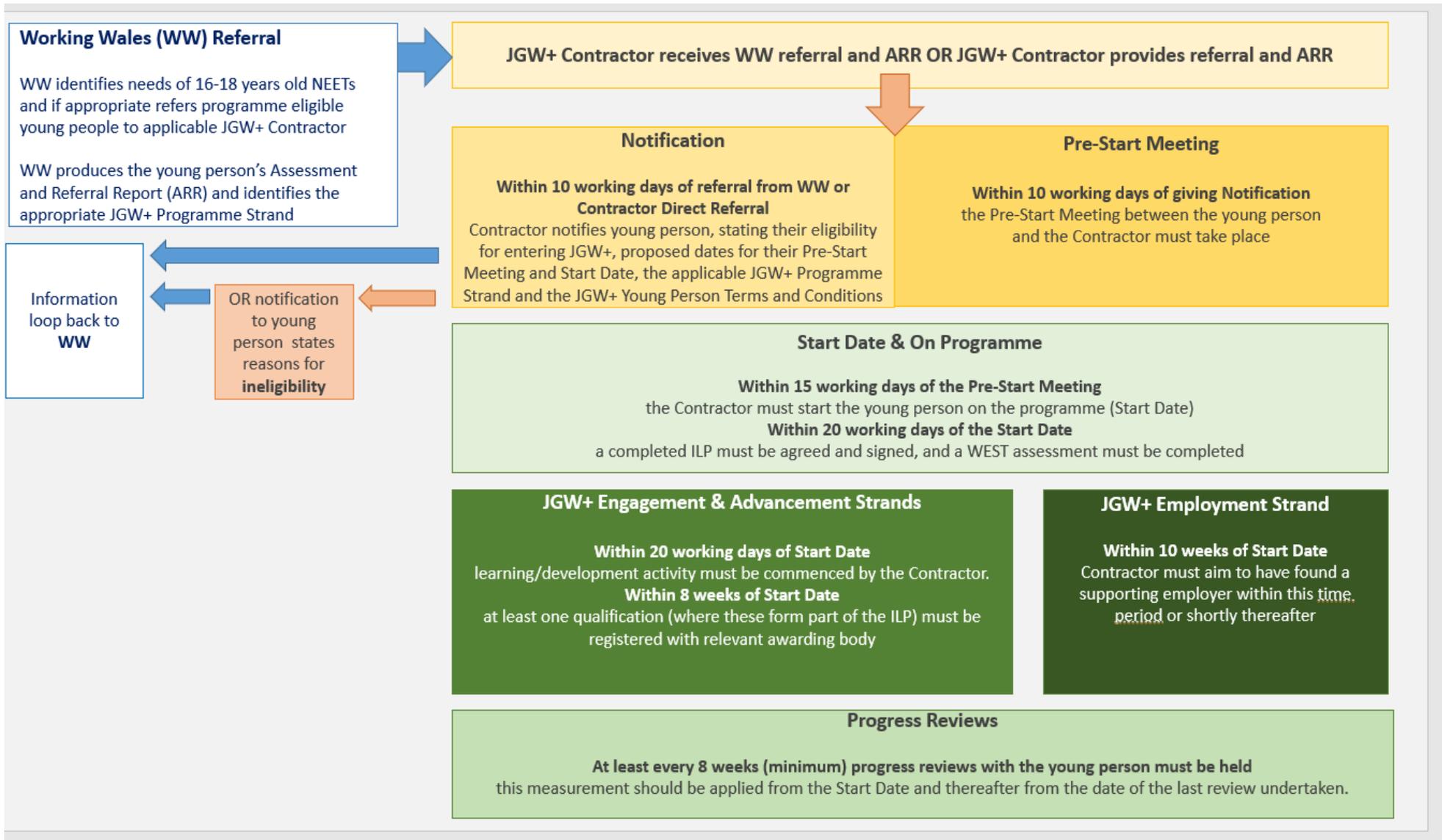
A decorative border of red letters and symbols surrounds the central text. The letters are in various styles, including bold sans-serif and outlined fonts. Some letters are solid red, while others are just outlines. The symbols include parentheses, a triangle, and a square. The border is composed of several vertical and horizontal segments.

*ON
PROGRAMME*

D. ON PROGRAMME

Process Flow Chart

- D1.** Flow chart of the JGW+ Programme Process and Key Time Requirements:



Referral

- D2.** All young people entering the JGW+ Programme must be referred by Working Wales (or another organisation/agency as may at any future stage be notified by the Welsh Ministers) and require a Working Wales ARR to be completed prior to the date when the Contractor starts the young person on the JGW+ Programme.
- D3.** The Working Wales ARR will identify:
- The learning and/or development needs of the young person,
 - Any barrier(s) preventing the young person from participating in further learning and/or progressing into employment to be addressed as part of the ILP,
 - The JGW+ Programme Strand for the young person, either Engagement, Advancement or Employment.
- D4.** The Contractor **must not refuse entry** to any young person who is eligible for the JGW+ Programme and who has a Working Wales referral (with a completed Working Wales ARR).
- D5.** The Contractor has a key responsibility in providing support to help keep young people involved and active on the JGW+ Programme and to identify young people at risk of dropping out of the JGW+ Programme. The Contractor must provide activities and opportunities to keep young people involved and engaged throughout the calendar year including over the summer period, which is especially important for school leavers referred to the JGW+ Programme during the summer holiday period and for those who are already enrolled on the JGW+ Programme and have been identified by the Contractor as at risk of dropping out of the JGW+ Programme.
- D6.** The Contractor must notify Working Wales when a young person leaves the JGW+ Programme or where the young person has been identified by the Contractor as at risk of dropping out of the JGW+ Programme or where the Contractor has found the young person to be ineligible for the JGW+ Programme.
- D7.** Prior to starting the young person on the JGW+ Programme, the Contractor must:
- Give **Notification** to the young person in writing within 10 working days of the young person's referral by Working Wales, to:

- State their eligibility for entering the JGW+ Programme,
 - State the proposed date of the Pre-Start Meeting,
 - State the young person's anticipated Start Date on the JGW+ Programme and the applicable JGW+ Programme Strand, and
 - State the Young Persons' Terms and Conditions for entering the JGW+ Programme (see PROGRAMME DELIVERY REQUIREMENTS SECTION),
- Provide the young person with information about the Young Persons' Terms and Conditions for entering the JGW+ Programme with the Contractor (see PROGRAMME DELIVERY REQUIREMENTS SECTION). This must explain the JGW+ Programme requirements.
 - Establish the eligibility of the young person for the JGW+ Programme, ensuring compliance with requirements (see PROGRAMME ELIGIBILITY SECTION).

OR

- If the Contractor finds the young person to be ineligible for the JGW+ Programme, the Notification must state the reasons the Contractor has found the young person to be ineligible for the JGW+ Programme. The Contractor must also state the evidence relied on to make this determination.

D8. It is the responsibility of the Contractor to ensure subject to the prior permission of the young person and in compliance with GDPR that a copy of the Notification is provided to Working Wales.

Starting on the Programme

D9. The **Pre-Start Meeting** must be held within 10 working days, from the date when Notification is given to the young person.

D10. Prior to starting the young person on the JGW+ Programme the Contractor is expected to obtain the necessary evidence to confirm the young person's eligibility.

D11. The Contractor must ensure the young person starts on the Programme (the Start Date) within 15 working days from the date when the Pre-Start Meeting takes place.

- D12.** The young person **Registration Form** (template checklist available by emailing AskJGWPlus@gov.wales) must be completed by the young person and the Contractor on the first day the young person attends the JGW+ Programme. The young person **Starters Form** (template checklist available by emailing AskJGWPlus@gov.wales) must be completed by the young person and the Contractor within 15 working days of the date of the Pre-Start Meeting for the young person.
- D13.** Action must be taken on the **Post 16 Data Management System (DMS)** to record that a young person has started on the JGW+ Programme. The Contractor must ensure the necessary data entry is submitted to the Post 16 DMS within 20 working days of the young person's Start Date on the JGW+ Programme.
- D14.** All JGW+ Programme activity undertaken by the young person must be planned and documented (a template checklist for the **ILP Requirements Form** is available by emailing AskJGWPlus@gov.wales)
- D15.** The Contractor must ensure at the point of initial assessment that information about the ILP is given to the young person, to explain as a minimum the purpose of the young person having an ILP and the process for completing and maintaining the ILP with the involvement of the young person. This includes setting out how meetings and Progress Reviews will be conducted and how often they will take place.
- D16.** The Contractor must ensure that the initial assessment to develop and complete an ILP with the young person is conducted so that it meets the individual needs of the young person, including the needs of young people from protected groups.
- D17.** The ILP and supporting documents must be made available to the young person in a format that meets their individual needs, including the needs of young people from protected groups.
- D18.** The ILP must be maintained so that it provides an up-to-date record of the young person's progress on the JGW+ Programme.
- D19.** The completed ILP for the young person must take full account of the Working Wales ARR and include how planned activity will be prioritised against the ARR recommendations.
- D20.** All young people must undertake an initial and diagnostic assessment of their essential skills (communication, application of number and digital literacy), using the Wales Essential Skills Toolkit ("**WEST**") (or equivalent system as approved by Welsh Government) as part of the young person's initial assessment. The WEST assessment must be completed within 20 working days of the young

person's Start Date on the JGW+ Programme. Contractors must make provision for the on-going monitoring of a young person's essential skills using the WEST including where further assessment may be needed where a young person progresses between JGW+ Programme Strands.

D21. The Contractor must ensure that the ILP and WEST assessment identifies barriers and support to meet the individual Speech, Language and Communication needs of young people on the JGW+ Programme.

D22. All qualifications undertaken through the JGW+ Programme must be:

- Approved or designated regulated qualifications listed on the (Qualifications in Wales (QiW) database, or otherwise CQFW compliant qualifications approved for delivery by the Welsh Government (For the avoidance of doubt, qualifications approved for delivery by the Welsh Government do not include licenses and funding must not be used by Contractors for this purpose), and
- Permitted qualifications for the respective JGW+ Programme Strand (see PROGRAMME STRANDS SECTION).

D23. Where a Disclosure and Barring Service (DBS) check is required to support the learning placement/delivery of qualifications, it is the responsibility of the Contractor to cover the cost.

D24. The Contractor must ensure that a completed ILP which has been agreed and signed by the young person and the Contractor is in place within **20 working** days of the Start Date for the young person on the JGW+ Programme.

D25. The Contractor must ensure that the young person is given a copy of their completed and agreed ILP, within 20 working days of the Start Date for the young person and at the point of their subsequent reviews.

D26. The young person ILP must ensure the following information is captured as a minimum:

- Clearly identify the young person by name and unique identifier.
- Clearly identify by name and contact information, a point of contact or 'lead worker' for the young person within the Contractor's staff.
- State the Start Date of the young person on the JGW+ Programme.
- State the JGW+ Programme strand the young person has entered, either Engagement, Advancement or Employment and describe how the criteria for

the JGW+ Programme Strand has been met (see PROGRAMME STRANDS SECTION).

- Set out the young persons planned daily and weekly hours of attendance.
- Contain a summary of the young person's employment or career objectives or associated interests which may help develop an occupational focus.
- State the date/s of all Pre-Start Meeting/s and subsequent Review Meetings held with the young person.
- Set out the frequency of planned Progress Reviews to be followed. As a minimum Progress Reviews involving the young person must be held at regular intervals and at least every 8 weeks.
- Specify the expected duration of the young person on the JGW+ Programme, which must allow the young person to complete the activity planned in their ILP for their JGW+ Programme Strand.
- Set out any agreed support arrangements, including the offer of coaching/support/counselling/working with parents or guardians where appropriate.
- Include the young person's prior learning and assessed needs.
- Include the young person's learning and assessed needs from their Working Wales ARR and WEST assessment.
- Have regard to the objectives stated in approved qualifications (or units thereof).
- Specify (if applicable) the Essential Skills Qualifications which the young person aims to achieve. Detail how the level of Essential Skills qualifications has been adapted to match the ability and needs of young people to allow their progression to sector requirements.
- Specify (if applicable) by name, level and reference number all approved qualifications which the young person aims to achieve.
- Specify (if applicable) the objectives and development goals which the young person wants to achieve from entering a workplace employment opportunity.

- Specify the young person's preferred language of learning (Welsh or English) and preference for Welsh-medium, bilingual or British Sign Language delivery of learning during the Programme.
- Specify opportunities to maintain and/or develop the young person's Welsh language skills during their time spent on the JGW+ Programme.

D27. The Contractor must ensure the ILP contains:

- A declaration authenticated by the young person that they have agreed the ILP and that they have commenced the activities contained within it.
- Dates and signatures for when the completed ILP has been agreed by the young person and the Contractor (and if relevant the lead worker, and employer) at the point of the Pre-Start Meeting.
- Date/s and signatures for when the updated ILP has been agreed by the young person and the Contractor, (and if relevant the lead worker, and employer) at the point of all Review Meetings.

D28. The Contractor must provide the support and interventions to the young person as set out in the completed ILP to enable the young person to undertake and complete the activities agreed in the ILP.

D29. In the event that the young person is unable to continue to undertake activities identified in their ILP either at the Contractor premises or supporting employer premises, the Contractor must make appropriate distance learning facilities available to continue to support the young person.

D30. The Contractor must ensure the young person is given unrestricted access to information on their learning and/or development arrangements and to their ILP.

D31. All changes to the ILP, including extending a young person's expected duration period on JGW+ Programme, must be agreed between the young person and the Contractor and, where appropriate, the 'lead worker' and employer. All changes must be recorded on the ILP. There is no requirement for Working Wales to agree to an extension.

D32. Where qualifications form part of the ILP, registration with the relevant Awarding Organisation/s must take place within 8 weeks of the young person's Start Date on the JGW+ Programme for at least one qualification set out in the young person's ILP.

- D33.** The Contractor must report the registration for each respective qualification set out in the young person's ILP, via the Post 16 DMS through an appropriate Award record at the point when the registration takes place. For each qualification registered and reported to the Post 16 DMS, the Contractor must record the result of the qualification, at the point when the evidence of achievement, or notification of withdrawal or failure, becomes available.
- D34.** The Contractor must ensure that the ILP (including all versions of the ILP and all documents linked to or of relevance to the ILP, assessments and Progress Reviews) are stored by secure digital medium and held for evidence to be made available to the Welsh Government for monitoring and audit purposes.

Progress Reviews

- D35.** The Contractor must track and measure the young person's progress and distance travelled whilst on the JGW+ Programme. This includes their continuing involvement in the JGW+ Programme, progress against all ILP activities and interventions undertaken and in relation to all additional support provided. It also includes progress in relation to 'soft skills' such as confidence, self-esteem, motivation, ability to co-operate, self-discipline and wellbeing.
- D36.** The young person's Progress Review is the main method of monitoring and maintaining progress towards completion of the ILP.
- D37.** The Contractor must review each young person's progress as frequently as necessary. As a minimum, Progress Reviews involving the young person must be held at regular intervals and at least every 8 weeks. This measurement should be applied from the young person's Start Date on the JGW+ Programme and thereafter from the date of the last review undertaken.
- D38.** All JGW+ Programme activity undertaken by the young person must be planned and documented in the ILP for the young person. The completed ILP which has been agreed and signed by the young person must be in place within 20 working days of the Start Date for the young person on the JGW+ Programme.
- D39.** Progress Reviews must involve the young person and must only take place when a young person is in attendance, in person or virtually by electronic medium, at either the young person's designated place/s of learning/development or the placement Contractor's premises or employers' premises.

D40. The Contractor must ensure that Progress Reviews are conducted so that they meet the individual needs of the young person, including the needs of young people from protected groups.

D41. The ILP and supporting documents must be made available to the young person in a format that meets their individual needs, including needs of young people from protected groups.

D42. As a minimum, Progress Reviews must be conducted so that they:

- Meet the individual needs of the young person, including the needs of young people from protected groups.
- Involve the young person, and the Contractor and (where applicable) the supporting employer.
- Involve the young person's learning coach or other person of support, where this has been requested by the young person.
- Take place in a suitable environment (including reviews held by electronic medium), so that the discussion between the young person and the contractor is private and separate to the pressures of the workplace/learning environment.
- Allow sufficient time for proper discussion.

D43. A Progress Review must as a minimum incorporate:

- Actions agreed at the previous Progress Review meeting and an update as to progress.
- A review of the previously agreed ILP to consider whether this remains up to date, continues to meet the needs of the young person and to discuss any concerns or issues. This includes the young person's:
 - Support arrangements.
 - Attendance on the JGW+ Programme.
 - Employment or career objectives or associated interests.
 - Planned duration on the JGW+ Programme.



- Schedule and regularity of Progress Review meetings.
 - Named point of contact or lead worker within the Contractors' staff.
- Details of any learning and assessments needs undertaken since the previous Progress Review.
 - Progress towards delivering the ILP, this must also include explanations for limited or lack of progress if applicable.
 - Progress (if applicable) towards achieving identified Essential Skills Qualifications.
 - Progress (if applicable) towards achieving identified qualifications.
 - Progress (if applicable) the young person is making in their workplace employment opportunity and their related objectives and development goals.
 - Progress against opportunities to maintain and/or develop the young person's Welsh language skills.
 - Identification of any barriers and/or obstacles to completing the Programme and the support needed to overcome these.
 - Agreed forward plan of learning and/or development for the period up to the next review.
 - Agreed updates to be made to the ILP.
 - Date, place and time of the next Progress Review meeting, to be held at least every 8 weeks.

D44. The record of the review must include confirmation that the Progress Review took place by means of authentication by the young person, the Contractor and where applicable the supporting employer.

D45. Where the young person requests the presence of their learning coach at a review, the learning coach authentication should also be captured as part of the review process.

- D46.** Documents used for the review should be in a format that helps the review meeting to be effective. An ILP record must:
- Include space to record progress, actions and explanations for limited or lack of progress (if applicable).
 - Show clear progression from one review record to the next in terms of actions agreed and follow up.
 - Include input from the young person and the Contractor.

- D47.** The Contractor must ensure that the ILP (including all versions of the ILP and documents linked to or of relevance to the ILP, to assessments and to Progress Reviews) are stored by secure digital medium and held for evidence to be made available to the Welsh Government for monitoring and audit purposes.

Compliance with Time Requirements

- D48.** A flow chart of the JGW+ Programme Process and Time Requirements, has been provided (see flow chart at the start of this SECTION).

- D49.** Incidences where the Contractor fails to comply with the time requirements stipulated in the JGW+ Programme Specification will be recorded and monitored as part of the Welsh Government's contract management (see CONTRACT AND PERFORMANCE MANAGEMENT SECTION).

- D50.** There may be genuine reasons as to why a failure to comply with a stipulated time requirement has occurred. In such circumstances, the reasons together with any evidence that the Contractor considers relevant should be documented and a record made of the steps taken by the Contractor to put things right. In such circumstances, infrequent or marginal incidences of failing to comply with the stipulated time requirement may be acceptable. However, it is expected that any failure to comply with a time requirement stipulated in the JGW+ Programme Specification would be a rare occurrence.

A decorative border composed of various red geometric shapes and letters, including squares, triangles, circles, and stylized characters like 'R', 'A', 'D', 'C', 'W', and 'P', arranged in a circular pattern around the central text.

*PROGRAMME DELIVERY
REQUIREMENTS*

E. PROGRAMME DELIVERY REQUIREMENTS

Young Persons' Terms and Conditions

E1. Prior to starting the young person on the JGW+ Programme the Contractor must:

- Provide the young person with information about the Young Persons Terms and Conditions for entering the JGW+ Programme with the Contractor. This must explain the JGW+ Programme requirements described in this Section, and
- On giving Notification to the young person in writing to confirm their eligibility for the JGW+ Programme, state the Young Persons' Terms and Conditions for entering the JGW+ Programme.

(See also ON PROGRAMME SECTION).

E2. The Contractor must also ensure that whilst on the JGW+ Programme the young person is provided with information about any changes to the Young Persons' Terms and Conditions and receives written notification of the revised terms and conditions.

E3. The Contractor and the Welsh Government shall aim to ensure that young people already on the JGW+ Programme shall not be adversely impacted by changes made to the JGW+ Programme requirements.

E4. The Notification given for the Young Persons' Terms and Conditions must describe the below JGW+ Programme entitlements and requirements. These entitlements and requirements must be implemented by the Contractor as set out in further detail in this Section:

- Training Allowance payable to the young person, including the value of the Training Allowance and when and how this will be paid to the young person;
- Offer of a Suitable Learning Place;
- Wage Subsidised Employment;
- Support Costs;
- Annual Leave;

- Attendance Requirements;
- Access to Support;
- Authorised and Unauthorised Absences;
- Progression between JGW+ Programme Strands;
- Leaving the JGW+ Programme;
- Re-entering the JGW+ Programme;
- Transfer to a New Contractor;
- Responsiveness.

Training Allowance

- E5.** The Contractor must ensure that **non-employed young people** who have started on the JGW+ Programme are provided with a Training Allowance for the duration of their time on the JGW+ Programme.
- E6.** For non-employed young people on the JGW+ Employment Strand, the Training Allowance is only payable during the period of time when a supporting employer is being identified and must cease with effect from the date when the young person starts their wage subsidised job placement.
- E7.** Young people on the JGW+ Programme are entitled to be paid a Training Allowance, appropriate to their programme of learning/development and attendance until the day prior to their 20th birthday.
- E8.** Once the young person has started with a supporting employer, they will be entitled to a wage subsidy, as set out in detail in this section under the heading Wage Subsidised Employment). All Training Allowance and other support costs payments to the young person must cease with effect from the date when the young person starts their waged subsidised job placement.
- E9.** The Training Allowance must be paid weekly in arrears by the Contractor to the non-employed young person.
- E10.** The Contractor must ensure the value of the Training Allowance is paid to the non-employed young person at the pro-rated rate in accordance with the young person's attendance pattern (excluding travel time) as set out in their agreed ILP.

- E11.** For information, non-employed young people aged between 16 and 18 who satisfy certain conditions may be able to claim either Income Support or Universal Credit. Where this is the case the Training Allowance value may be deducted from any benefits due.
- E12.** Detailed information including the value of the Training Allowance has been provided in the (TRAINING ALLOWANCE AND SUPPORT COSTS SECTION).

Commencement of Learning/Development

- E13.** For young people on either the JGW+ Engagement Strand or the JGW+ Advancement Strand the learning/development activity must be commenced by the Contractor within 20 working days of the young person's Start Date.

Wage Subsidised Employment (Employment Strand)

- E14.** At the start of each annual Programme Commission, the Contractor will receive an allocation for the payment of wage subsidies made to employers for young people on the JGW+ Employment Strand.
- E15.** The Contractor will be responsible for arranging Wage subsidised employment provided through the JGW+ Employment Strand (see also EVIDENCE REQUIREMENTS SECTION).
- E16.** The wage subsidy permissible for Employment of a young person will be equal to 50% of the agreed contracted hours (maximum of 40 hours per week) at the National Minimum Wage (NMW) rate as appropriate for their age. This is for the hourly wage cost only and excludes other deductions (such as but not limited to) National Insurance and Pension contributions. The wage subsidy must be delivered in accordance with the UK Subsidy Regime (see WAGE SUBSIDIES UK SUBSIDY REQUIREMENTS).
- E17.** A wage subsidy is available to support the young person's employment for a maximum period of 26 weeks with contracted hours being fixed at the outset. The young person must be in receipt of a wage at or above the National Minimum Wage (NMW) rate as appropriate for their age.
- E18.** The Contractor must ensure that the young person gains valuable work experience that will enhance their skills, careers prospects and future chances of gaining sustained employment as a direct result of that experience.

- E19.** The Contractor must ensure all wage subsidised employment for the JGW+ Employment Strand are both lawful and meet the minimum Employer Criteria and Standards, as set out in following paragraphs.
- E20.** The expectation is that the supporting employer will retain the young person in the job once the wage subsidy period ceases.
- E21.** The Contractor must aim to find a supporting employer for a young person referred to or progressing onto the JGW+ Employment Strand within 10 weeks or shortly thereafter of the young person's Start Date on the JGW+ Employment Strand. During this period the Contractor will need to engage the young person in work related preparation.
- E22.** If a wage subsidised employment placement is not found within 10 weeks of the young person's Start Date on the JGW+ Employment Strand the Contractor must review the needs of the young person and the actions taken to find a supporting employer. This must include undertaking a Progress Review with the young person focussed on their needs and on aiming to find a supporting employer. The Contractor must record in the young person's ILP the reasons why a supporting employer has not been found, the Progress Review discussion and the actions to be taken to find a supporting employer.
- E23.** For young people on the JGW+ Employment Strand, the Contractor is expected to make every effort to find a supporting employer within 10 weeks of the young persons' Start Date or shortly thereafter whilst continuing to deliver their ILP. In the young person's ILP the Contractor will be expected to identify suitable work trials of no longer than one day in length (per employer) in order to identify a supporting employer opportunity. The Contractor is also expected to engage the young person in activity designed to prepare them for entering work.
- E24.** Levels and reasons recorded for not finding a supporting employer within 10 weeks of the young person's Start Date will be closely monitored under the Welsh Government contact management arrangements.
- E25.** During the period of time a supporting employer is being identified, young people must be paid a Training Allowance. Detailed information including the value of the Training Allowance have been provided in the (TRAINING ALLOWANCE AND SUPPORT COSTS SECTION).
- E26.** The Contractor should complete the young person **Wage Subsidised Employment Form** (template checklist is available by emailing AskJGWPlus@gov.wales I) before the young person attends a wage subsidised employment opportunity.

- E27.** Once the young person has started with a supporting employer, they will be entitled to a wage subsidy as set out in detail in this Section under the heading Wage Subsidised Employment). All Training Allowance payments to the young person must cease with effect from the date when the young person starts their waged subsidised job placement.
- E28.** Through the JGW+ Employment Strand a young person must be employed by the supporting employer for a minimum of 16 hours per week (excluding meal breaks) and up to a maximum of 40 hours per week (inclusive of meal breaks). As set out in detail in this section under the heading Attendance. 'Zero hours' or 'non-guaranteed hours' contracts are not permitted.
- E29.** A young person must be gainfully employed for the duration of their time with the employer on the JGW+ Employment strand.
- E30.** If a young person is not retained in employment following completion of the wage subsidised opportunity, they may re-enter the JGW+ Programme at either the JGW+ Advancement Strand or JGW+ Employment Strand. Re-entry will be subject to the Contractor reviewing the young person's ILP and to the Contractor determining that the eligibility criteria for the applicable strand, either the JGW+ Advancement Strand or the JGW+ Employment Strand has been met. Levels and reasons recorded for transfer between JGW+ Programme strands will be closely monitored under the Welsh Government contact management arrangements.
- E31.** Employers that fail to retain a young person in sustained employment, for example after 26 weeks, on 3 consecutive occasions should no longer be offered the wage subsidy unless agreed otherwise with the Welsh Government.
- E32.** On completion of the job opportunity, a meeting must take place with the young person and employer to update the young person's ILP and supporting documentation and to obtain the destination outcome.

Employer Criteria and Standards for Wage Subsidised Employment

- E33.** The Contractor must ensure all wage subsidised employment is both lawful and meets the minimum Employer Criteria and Standards. Employers are eligible to support participation in the JGW+ Employment Strand where they have demonstrated that they meet **all** of the following Employer Criteria and Standards:

Standards

- The Employer is based in Wales;
- The Employer is from the Private or Third Sector;
- The Employer has appropriate employer liability insurance in place;
- The Employer confirms that none of the Directors or members of the Management Board of the company have previously owned, been employed as a Director or member of a Management Board of any company that has been liquidated or made insolvent within the last 12 month period;
- The Employer will ensure that the appropriate provision is made for health, safety and welfare of young people and that it complies with the Health & Safety at Work act 1974 and all other relevant legislation (including Codes of Practice and Guidance Notes issued from time to time by the Health & Safety Executive);
- The Employer will provide the Contractor with notice in writing if there is an intention to terminate the young person's employment contract and the reason for termination;
- The Employer is responsible for notifying the Contractor if the candidate is already known to the Employer. A young person cannot have previously had a contract or employment with the employer;
- The Employer agrees to handle a young person's personal data relating to the JGW+ Programme in line with the General Data Protection Regulation 2018;
- The Employer is not currently working with another JGW+ Contractor within a single Regional Lot on an existing Employment opportunity;
- The Employer fully understands and is committed to using the Social Model of Disability to remove barriers which disadvantage disabled young people;
- The Contractor must issue Welsh Government Fair Work Guidance³ to employers supporting the Programme. The employer has confirmed they are compliant with all of its statutory duties and responsibilities in relation to its workers and that they are committed to working towards providing fair work.

Additionality

³ A guide to fair work, available online at: [A guide to fair work | GOV.WALES](https://gov.wales/guidance/fair-work)

- The job opportunities created must be additional to the workforce and not replace positions that would otherwise be filled, other than jobs that have become available due to a vacancy arising.

Sustainability

- The employer has been trading for a minimum of six months.
- The job opportunity is not considered to be seasonal.
- The job opportunity has not been created to cover sickness or maternity leave.
- The job opportunity will not result in the displacement of any existing employees.

Quality

- Before a young person starts with the supporting employer, there must be an individual job description and contract of employment which outlines the structure and scope of the job role that they will undertake.
- The young person must be in receipt of a wage at or above the National Minimum Wage (NMW) rate as appropriate for their age.
- The hours of employment are in accordance with the attendance requirements for the JGW+ Employment Strand, as set out in this Section under the heading Attendance.
- Zero hour or non-guaranteed hours contracts are not used.
- The employer will give the young person a contract of employment that notifies the young person in writing of their terms and conditions of employment with the employer. This must be in place from day one of the young person's employment. The young person must be notified in writing of any subsequent changes to the terms and conditions of employment. The terms and conditions must provide as a minimum the employers standard terms and conditions of employment, the young person shall be entitled to holiday and sick pay which must be included in the terms and conditions.
- The employer will ensure that the young person has a named line manager within the organisation who is responsible for supporting and supervising them.

- The employer will take part in an interview process (where applicable) and provide feedback to the Contractor on the candidates interviewed.
- The employer will permit and support the young person to complete the wage subsidised employment placement as set out in their ILP.

Financial

- The employer will keep a record of the young person's attendance each week (using a dated and authenticated timesheet) and provide a copy of this to the Contractor.
- The employer has procedures in place to account for PAYE, National Insurance and other deductions in respect of payments to the young person, the employer shall on request make available to the Contractor and the Welsh Government all accounting, financial, payroll and other records relating to any payment made under the JGW+ Programme.
- The employer is aware of the Contractor's payment process and timescales for reimbursement and of their obligation to provide the necessary evidence to allow the Contractor to process the wage subsidised payment for the reimbursement of wages in arrears.
- The employer is responsible for meeting the cost of NI contributions and Pension contributions where applicable.
- The employer must be able to pay the young person through an auditable process such as BACS, Bank Transfer. Cash or cheque payments are not permitted.
- The employer has sufficient funding available for the young person to be paid regularly as part of the employers' regular workforce.

Monitoring and evaluation

- The employer must agree to participate in monitoring and audit activity when required (see also SECTIONS ON CONTRACTOR AND PERFORMANCE MANAGEMENT, EVIDENCE REQUIREMENTS and AUDIT).

E34.

The Contractor must ensure that documents linked to or of relevance to the Contractor determining the eligibility of an employer to support participation in the JGW+ Employment Strand are stored by secure digital medium and held for

evidence to be made available to the Welsh Government for monitoring and audit purposes.

Work Experience Requirements

- E35.** The Contractor should ensure the young person **Work Experience Form** (template checklist is available by emailing AskJGWPlus@gov.wales) is completed before the young person attends a work placement or work trial opportunity.
- E36.** All work placement and work trial opportunities must be delivered in accordance with the following requirements:
- Work placements can include those with an Employer, Voluntary Organisation or Community Project. For work placements, Contractors should aim for these to last up to 4 weeks per employer;
 - For work trials, Contractors should aim for these to last 1 day per employer;
 - Comply with all applicable lawful requirements;
 - Meet Health and Safety requirements for the young person;
 - The employer providing the work placement or work trial opportunity confirms they are compliant with all of its statutory duties and responsibilities in relation to its workers and that they are committed to working towards providing fair work.
 - Recognise the young person's Additional Learning Needs (ALN) requirements (where applicable);
 - Recognise any Department of Work and Pensions benefit requirements (where applicable);
 - Provide experience of a real workplace with a local employer, voluntary or community organisation;
 - Provide quality work experience consisting of meaningful work activities that reflect actual employment;
 - Be matched to the young person's needs and interests as reflected in their ILP;

- Be matched to the young person’s English and Welsh language skills and/or required by the local labour market;
- Reflect the young person’s particular requirements e.g., flexible start times, and days;
- Be matched to actual vacancies or areas of emerging demand in the local labour market;
- Include a written agreement made between the young person, the employer and the Contractor which sets out mutual expectations and commitments and which includes induction processes, clear objectives and a timetable for regular reviews with the participant and the employer;
- Include where feasible a real job interview; (where this is not feasible the job interview should be replaced with employer feedback reflecting on the time spent with the employer).

Support Costs

- E37.** The Contractor must ensure that **non-employed young people** who have started on the JGW+ Programme are provided with financial support and personal assistance to enable them to access and remain in learning/development for the duration of their time on the JGW+ Programme.
- E38.** Support costs for non-employed young people on the JGW+ Programme relate to Training Allowances, travel costs, essential accommodation, childcare support and Additional Learning Support (ALS) for young people with ALN.
- E39.** Support costs (excluding wage subsidies) must not be paid in respect of employed young people on the JGW+ Programme.
- E40.** Detailed information has been provided in the (TRAINING ALLOWANCE AND SUPPORT COSTS SECTION).

Access to Coaching and Personal Support

- E41.** The Contractor must ensure that young people who have started on the JGW+ Programme are provided with coaching and/or personal support, to enable them to access and remain in learning/development for the duration of their time on the JGW+ Programme.
- E42.** Access to coaching and personal support may include but is not limited to the following:

- Learning Coach Support: Access to a named learning coach either within the Contractor's organisation or through a third party, who will provide the young person with advice on how to maximise their own ability and learning skills;
- Access to Personal Support: Where a young person is at significant risk of disengagement, or has already disengaged, the Contractor must ensure a lead worker is allocated to support the individual. The lead worker may come from one of the specialist support services or be a learning coach, Youth Worker or Career Choices Dewis Gyrfya adviser. Access to Personal Support through young person Support Services may for example include;
 - Specialist health and wellbeing advice, including information on sexual health and substance misuse;
 - Access to specialist mental health support;
 - Specialist counselling services;
- Careers Advice and Guidance: Young people are entitled to impartial careers information, advice and guidance. Where careers advice and guidance is provided, Careers and the World of Work framework is the key document which the Contractor should use to review and inform their provision (until the new Careers and Work-Related Experiences Guidance has been launched). Specialist individual careers information, advice and guidance will be provided by professional advisers from Working Wales.

Attendance

- E43.** The Contractor must agree the planned attendance with the young person and ensure this is clearly recorded in their agreed ILP.
- E44.** The Training Allowance must be paid at the pro-rated rate applicable for the young person's attendance pattern (excluding travel time) (see TRAINING ALLOWANCE AND SUPPORT COSTS SECTION).
- E45.** The Contractor must have in place appropriate procedures to record and monitor the young person's attendance on the JGW+ Programme and must make this information available to the Welsh Government for monitoring and audit purposes.
- E46.** Attendance requirements for the JGW+ Programme are as follows:

JGW+ Attendance requirements:

Attendance	Engagement	Advancement	Employment
Minimum hours per week	No minimum	16 hours	16 hours per week over a rolling 4-week period
Maximum hours per week	30 hours Inclusive of meal break	40 hours Inclusive of meal break	40 hours Inclusive of meal break

Maximum hours per day	Young people on the Programme must not participate in JGW+ Programme activities for more than 10 hours per day, inclusive of meal breaks and any related travel time (excepting wage subsidised employment placement)
-----------------------	---

- The scope of Centre Based and Work Based Guided Contact hours includes supervised meal breaks (which means that Contractors can claim for supervised meal breaks where these are inclusive of the participants' hours of attendance on the Programme).
- Where the hours attended per week are lower than the minimum attendance requirements, Contractors will be entitled to receive Induction and Delivery payments. This does **not** alter the minimum attendance requirements for Programme participants, but it does mean that on occasions where a participant attends for less than the minimum hours that the Contractor will nonetheless now be entitled to claim for any Induction and Guided Contact Hours delivered. (Please note there is no change to the rules regarding the payment of the Training Allowance, this remains as set out in the Programme Specification at Section F).

Annual Leave Entitlement

- E47.** A non-employed young person who continues on the JGW+ Programme is entitled to accrue 2 days annual leave from their attendance on the JGW+ Programme per completed 28 calendar days of attendance without adversely affecting the value of their Training Allowance. This applies to young people on the JGW+ Engagement and Advancement Strand.
- E48.** This annual leave entitlement also applies to young people on the JGW+ Employment Strand during the period of time when a supporting employer is being identified.
- E49.** In addition, the young person is also entitled to statutory holidays (or time off in lieu of statutory holidays).

E50. The entitlement to annual leave is cumulative, where a young person who remains on the JGW+ Programme and is not employed, progresses between JGW+ Programme strands.

E51. The Contractor must ensure the annual leave entitlement for the young person is pro-rated according to the attendance pattern for the young person as set out in their agreed ILP.

Authorised Absence

E52. The Contractor may approve pre-authorised absence for a non-employed young person who continues on the JGW+ Programme of up to 15 consecutive working days. This applies to young people on the JGW+ Engagement and Advancement Strand.

E53. This approval for pre-authorised absence also applies to young people on the JGW+ Employment Strand during the period of time when a supporting employer is being identified.

E54. Authorised absence includes absence due to:

- Time off to attend a job interview;
- Statutory holidays;
- Annual leave, in accordance with the requirements set out in this section under the heading Annual Leave;
- Special leave, in accordance with the Contractor's terms and conditions for special leave;
- Sickness absence, in accordance with the Contractor's terms and conditions for sickness absence;
- Absence due to medical appointments;
- Absence due to adverse weather conditions;

- Absence due to accessing necessary external agencies, including but not limited to support for homelessness and counselling services and access to probation/youth offender services, and time off for court appearances;
- Paternity leave for non-employed young people must be treated as authorised absence for a period of up to 2 weeks.

E55. Support Costs, excluding any Training Allowance due to the young person or wage subsidy, must not be paid for the period of pre-authorised absence.

Unauthorised Absence

E56. Unauthorised absence applies where the young person is absent without prior permission or exceeds the Contractor's authorised absence limits.

E57. Where a young person has an unauthorised absence, the Contractor must on the first working day of the unauthorised absence attempt to contact the young person to ascertain the reason for their absence.

E58. If the Contractor has been unable to contact the young person within 5 working days of the young person's unauthorised absence the Contractor must determine the best course of action. This may involve asking the young person to leave the JGW+ Programme or dismissing the young person from the JGW+ Programme.

E59. If a young person has unauthorised absences on three separate occasions the Contractor must determine the best course of action. This may involve asking the young person to leave the JGW+ Programme or dismissing the young person from the JGW+ Programme.

E60. Where the young person is asked to leave or is dismissed from the JGW+ Programme the Contractor must record the reasons. All such instances will form part of the contract and performance management by the Welsh Government.

E61. Where a young person is asked to leave or is dismissed from the JGW+ Programme the Contractor must update their ILP to record as a minimum:

- Progress made against activities in the ILP up to the point when the young person exited the JGW+ Programme;
- Reason for exiting the JGW+ Programme;

- Recommendations for the next steps required to support the young person to move closer to progressing into further learning or entering employment, as applicable for the JGW+ Programme Strand.

E62. The Contractor must ensure Working Wales is notified of young people leaving the Programme within 5 working days of the young person's last date on the JGW+ Programme.

E63. Action must be taken on the Post 16 DMS to record that a young person has exited the JGW+ Programme. The Contractor must ensure the necessary data entry is submitted to the Post 16 DMS within 20 working days of the young person's last date on the JGW+ Programme.

E64. Training Allowance and any other support costs are only payable to non-employed young people on the JGW+ Programme up to their last day of attendance. All Training Allowance and other support costs payable to the young person must cease at the point of the young person's last day of attendance.

E65. Wages paid after the date when the young person has left the JGW+ Programme or during any period of unauthorised absence will not be eligible for a wage subsidy. The period of wage subsidy is a maximum of 26 weeks and will not be extended to take into account any periods of unauthorised absence (or annual leave not taken whether paid or unpaid).

Progression between JGW+ Programme Strands

E66. The JGW+ Programme has been designed to form part of a broad range of options available for young people. Contractors must consider a full range of opportunities to progress young people at each exit point of the Programme. Progression between JGW+ Programme Strands should not be assumed where a different option might be more beneficial to the young person.

JGW+ Engagement Strand to the JGW+ Advancement Strand or JGW+ Employment Strand

E67. A young person progressing directly between JGW+ Programme Strands without a break is counted as a continuing young person, a new ARR is not required.

E68. However, the Contractor must:

- Undertake JGW+ Programme eligibility checks, if the young person's circumstances have changed and/or more than 3 weeks have elapsed

between the end of the former JGW+ Programme Strand and the start of the next;

- Establish the young person meets the applicable criteria for the JGW+ Programme Strand (as set out in paragraphs B8, B14 and B19). This must be detailed in the young person's ILP;
- Check that the information it holds on the young person is accurate and update the relevant documentation including the Young Persons' Terms and Conditions for the JGW+ programme if any details have changed;
- Update the young person's ILP to include details of the new strand (e.g., Start Date, expected duration and activities);
- Notify Working Wales of the change in JGW+ Programme Strands for the young person within 5 working days of the young person starting on the new JGW+ Strand;
- Ensure the necessary data entry is submitted to the Post 16 DMS within 20 working days of the young person's Start Date on the new JGW+ Programme Strand. Action must be taken on the Post 16 DMS to record that the young person has:
 - Exited the JGW+ Programme, in respect of the former JGW+ Programme Strand, and
 - Started the JGW+ Programme, in respect of the new JGW+ Programme Strand.

E69. Progression from JGW+ Engagement to JGW+ Advancement Strand **does** constitute progression to learning at a higher level. Progression from JGW+ Engagement and JGW+ Advancement Strand to JGW+ Employment Strand **does not** constitute progression to learning at a higher level.

JGW+ Engagement and Advancement Strand to the JGW+ Employment strand

E70. As per the requirements in the above paragraph, the Contractor must ensure that the young person has:

- Completed the JGW+ Engagement Strand or the JGW+ Advancement Strand, and
- Attained (as a guide) some or all of the following qualifications:

- A Regulated Qualification (or units) of at least 'Certificate' size (a minimum of 13 credits) which tests occupational competencies at CQFW Level 1;
- Essential Skills Wales⁴ qualifications at CQFW Level 1 in Communication, Application of Number and Digital Literacy;
- Essential Employability Skill CQFW Level 1 qualifications in Working with Others, Improving Own Learning & Performance and Problem Solving.

Progression from the JGW+ Engagement Strand or JGW+ Advancement Strand to the JGW+ Employment Strand, does constitute progression into employment where the wage subsidised employment opportunity commences within 8 weeks of exiting the Engagement or Advancement Programme Strand.

E71. The above requirement for minimum qualifications may be adjusted for those with Additional Learning Needs.

Leaving the JGW+ Programme

E72. The Contractor has a key responsibility in providing support to help keep young people involved and active on the JGW+ Programme and to identify young people at risk of dropping out of the Programme. They must also notify Working Wales when a young person leaves the JGW+ Programme or has been determined by the Contractor as at risk of dropping out of the JGW+ Programme.

E73. Where a young person leaves the JGW+ Programme the Contractor must update their ILP to record as a minimum:

- Progress made against activities in the ILP up to the point when the young person exited the JGW+ Programme;
- Reason for exiting the JGW+ Programme;
- The outcome achieved which must be measured as follows:
 - JGW+ Programme Engagement and Advancement Strands, as progression to learning at a higher level or progression into employment, full and part-time, (including self-employment) or an apprenticeship;

⁴ Essential Skills Wales qualification details are available online at: https://www.wjec.co.uk/qualifications/essential-skills-wales-qualification-suite/#tab_overview

- JGW+ Employment Strand as progression into employment (full or part time) including self-employment or an apprenticeship.
- Or where the JGW+ Programme outcomes are not achieved:
 - Recommendations for the next steps required to support the young person to move closer to progressing at the earliest opportunity into further learning or entering employment including an apprenticeship, as applicable for the JGW+ Programme Strand.

E74. The Contractor must ensure Working Wales is notified of young people leaving the Programme within 5 working days of the young person's last date on the JGW+ Programme.

E75. Action must be taken on the Post 16 DMS to record that a young person has exited the JGW+ Programme and the outcome status on leaving. The Contractor must ensure the necessary data entry is submitted to the Post 16 DMS within 20 working days of the young person's last date on the JGW+ Programme.

E76. Training Allowance and any other support costs are only payable to non-employed young people on the JGW+ Programme up to their last day of attendance. All Training Allowance and other support costs payable to the young person must cease at the point of the young person's last day of attendance.

E77. Wages paid after the date when the young person has left the JGW+ Programme or during any period of unauthorised absence will not be eligible for a wage subsidy. The period of wage subsidy is a maximum of 26 weeks and will not be extended to take into account any periods of unauthorised absence (or annual leave not taken whether paid or unpaid).

Re-entering the JGW+ Programme

E78. Once a young person has left the JGW+ Programme re-entry is permissible where the young person continues to meet the eligibility criteria for the Programme (see PROGRAMME ELIGIBILITY SECTION).

E79. Where more than 3 weeks has elapsed since the date when young person left the JGW+ Programme, the young person must undergo a new Working Wales Assessment and Referral. On receipt of any ARR the Contractor must establish the young person's eligibility for the JGW+ Programme before starting the young person on the Programme.

E80. For the avoidance of doubt, re-entering the JGW+ Programme is not counted as a performance outcome.

Transfer to a New Contractor

- E81.** When young people transfer from one Contractor (the outgoing Contractor) to another Contractor (the new Contractor), it is the responsibility of the outgoing Contractor to ensure subject to the prior permission of the young person and in compliance with GDPR that copies of the following documents are provided to the new Contractor:
- The young person's ILP;
 - Evidence of essential skills assessments;
 - Copies of all assessments and reviews to date;
 - Details of all activity and support delivered or arranged to date;
 - Reasons for the transfer.
- E82.** The outgoing Contractor must keep the originals of all documents and data for their own records and for the purposes of retaining auditable records.
- E83.** Action must be taken on the Post 16 DMS to ensure all records are up to date including that the young person has transferred to a new Contractor. The outgoing Contractor must ensure the necessary data entry is submitted to the Post 16 DMS within 20 working days of the young person's date of transfer to the new Contractor.
- E84.** The legacy Traineeships Programme will cease on 31 March 2022 and, those learners yet to complete their ILP, will be able to transfer onto the JGW+ Programme during March 2022 in readiness for the Programme come into operation for new starts on 1st April 2022. The period from 1 March 2022 until 31 March 2022 will be a period of transition for those carry over learners and displaced learners yet to complete their ILP who were previously on the Traineeships Programme. JGW+ Contractors must ensure an effective transition between the legacy Traineeships Programme and the JGW+ Programme for all displaced learners for their Regional Lot(s). Where the JGW+ Contractor is not the legacy Traineeships Contractor for the displaced learners, the JGW+ Contractor will be obliged to work with legacy Traineeships Programme Contractors throughout March 2022 to ensure an effective transition. It is vital that throughout the transition period the interests of learners are given paramount importance. (See also TRANSITION INTO JGW+ SECTION and ALLOCATION METHODOLOGY ANNEX 1).
- E85.** There will be a time period prior to the start of the Contract (but after the award of the contract notice is issued to successful bidders) during which time the

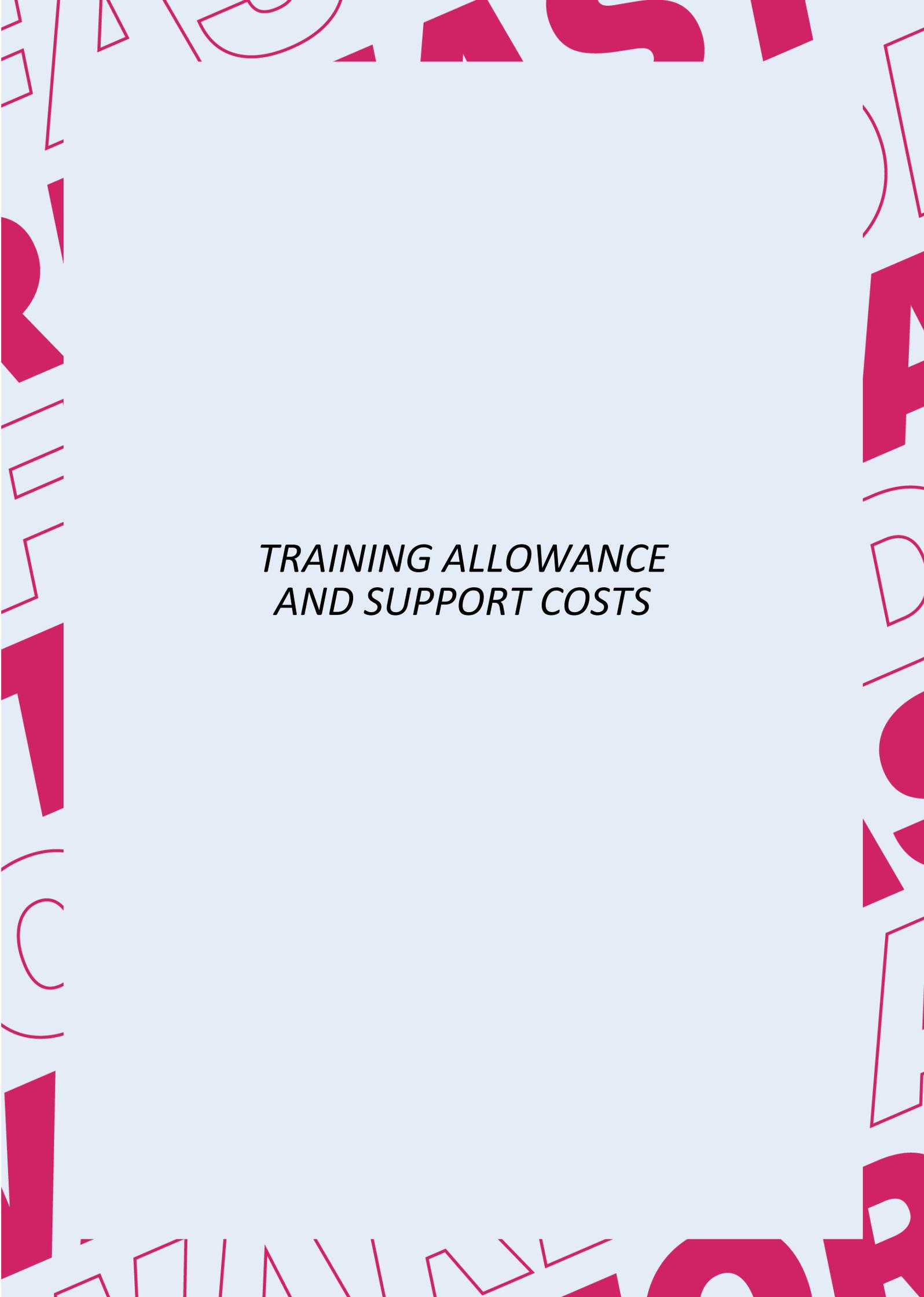
Welsh Government will work with Contractors to manage displaced learners and on the establishment by the Contractor of their data system.

Responsiveness to young people

- E86.** The Contractor shall aim to provide suitable alternative arrangements for a young person on the JGW+ Programme who has reasonable grounds for dissatisfaction with their provision or support delivered through the Programme, or who is not making satisfactory progress towards delivery of their ILP, or where provision as agreed in the ILP is no longer available.

Child Benefit

- E87.** Where young people within year 12 and 13 school age are on the JGW+ Programme Engagement or Advancement Strands, Contractors can advise that their parent/s can continue to claim child benefit. As the child benefit entitlement ceases with contracted employment, it cannot be claimed in respect of a young person on the Employment Strand.

A decorative border of red letters and symbols surrounds the central text. The letters are in various orientations and sizes, including 'R', 'A', 'D', 'C', 'W', 'S', 'P', 'E', 'C', 'I', 'A', 'L', 'I', 'S', 'T', 'I', 'C', 'S', 'I', 'N', 'G', 'A', 'N', 'D', 'S', 'U', 'P', 'P', 'O', 'R', 'T', 'C', 'O', 'S', 'T', 'S'.

*TRAINING ALLOWANCE
AND SUPPORT COSTS*

F. TRAINING ALLOWANCE AND SUPPORT COSTS

Support Costs Guidance

- F1.** The Contractor must ensure that **non-employed young people who have started on the JGW+ Programme** are provided with financial support and personal assistance to enable them to access and remain in learning / development for the duration of their time on the JGW+ Programme.
- F2.** Support costs for non-employed young people on the JGW+ Programme in the context of this Section relate to Training Allowances, travel costs, essential accommodation, childcare support and Additional Learning Support (ALS) for young people with Additional Learning Needs.
- F3.** Support costs (excluding wage subsidies) must not be paid in respect of employed young people on the JGW+ Programme.
- F4.** The Contractor is responsible for ensuring it meets the support needs of young people on the JGW+ Programme, as identified in their ARR and ILP. The Contractor must manage within their annual Programme Commission allocation for other support costs identified in the young person's ARR and ILP, but which may not be described in the context of this Section. No further funding from the Welsh Government for this purpose should be assumed by the Contractor (see also ALLOCATIONS AND FUNDING SECTION).
- F5.** Contractors are reminded that during the Agreement Term and annual Programme Commissions, the Welsh Government may change this Programme Specification as set out in the INTRODUCTION SECTION under the heading Changes to the Programme Specification.

Audit requirements

- F6.** Contractors are required to submit details of actual expenditure on support costs, which will be subject to review and reconciliation by the Welsh Government.
- F7.** Contractors are reminded that where support costs have been paid to young people on the JGW+ Programme evidence of the payment to the young person must be retained by the Contractor (including evidence of all costs paid by the young person and reimbursed by the Contractor and evidence of all costs paid by the Contractor directly to a third party).

- F8.** The Contractor must ensure that they maintain a record of all payments to the young person and that funding expenditure is supported by original documentation. The Contractor must retain an audit trail of evidence of costs incurred until notified by the Welsh Government. This includes a receipt authenticated by the young person confirming the payment. Where young people are paid by BACS, an attendance record, authenticated by the young person to confirm attendance must be completed. This attendance record may then be used as the basis to create a BACS payment. There will be no requirement for a receipt if the attendance record and the BACS printouts are held on file.
- F9.** The Contractor must comply with the evidence requirements for support costs and ensure the evidence is held to be made available to the Welsh Government for monitoring and audit purposes. (see also CONTRACT AND PERFORMANCE MANAGEMENT, EVIDENCE REQUIREMENTS and AUDIT SECTIONS).

Training Allowance

- F10.** The Contractor will be responsible for ensuring that **non-employed young people who have started on the JGW+ Programme** are provided with a Training Allowance for the duration of their time on the JGW+ Programme.
- F11.** The Contractor must ensure the value of the Training Allowance is paid to the non-employed young person at the pro-rated rate in accordance with the young person's attendance pattern (excluding travel time) as set out in their agreed ILP.
- F12.** The Training Allowance must be paid weekly in arrears by the Contractor to non-employed young people.
- F13.** Where a young person does not have a bank account when they commence the JGW+ Programme, it would be reasonable to expect that the Contractor provides the young person with a cash payment of their Training Allowance until allowances can be paid directly into their bank account. Contractors may wish to allow up to 4 weeks for a bank account to be opened and available.

F14. Requirements for non-employed young people on the JGW+ Engagement Strand are as follows:

- There are no minimum hours per week of attendance. However, the full £60 Training Allowance will only be paid at attendance of 30 hours in any 7-day period;
- The Contractor must ensure the value of the Training Allowance is paid at the rate pro-rated in accordance with the young person's attendance pattern as set out in their agreed ILP.

F15. Requirements for non-employed young people on the JGW+ Advancement Strand are as follows:

- A young person must attend for a minimum of 16 hours or over in any 7-day period. The maximum hours of attendance is 40 hours (including one meal break per day) in any 7-day period over any rolling 4 week period;
- The full £60 Training Allowance is paid at attendance of 30 hours and above in any 7-day period. A young person attending less than 30 hours (after accounting for authorised absence), must have the payment of their Training Allowance reduced proportionately;
- The Contractor must ensure the value of the Training Allowance is paid at the pro-rated rate in accordance with the young person's attendance pattern as set out in their agreed ILP.

F16. Requirements for non-employed young people on the JGW+ Employment Strand are as follows:

- The Training Allowance is only payable during the period of time when a supporting employer is being identified (the Contractor must aim to find a supporting employer within 10 weeks or shortly thereafter from the date when the young person started on the JGW+ Employment Strand). Once the young person has started with a supporting employer all support costs (excluding wage subsidies) must cease with effect from the date when the young person starts their waged subsidised job placement;
- A young person must attend for a minimum of 16 hours or more in any 7-day period over any rolling 4-week period;

- During the period of time a supporting employer is being identified the full £60 Training Allowance is paid at attendance 30 hours and above in any 7-day period. A young person attending less than 30 hours (after accounting for authorised absence), must have the payment of their Training Allowance reduced proportionately;
- The Contractor must ensure the value of the Training Allowance is paid at the pro-rated rate in accordance with the young person's attendance pattern as set out in their agreed ILP.

F17. Contractors must retain a record of all payments to the young person. This includes a receipt authenticated by the young person confirming the payment. Where young people are paid by BACS, an attendance record, authenticated by the young person to confirm attendance must be completed. This attendance record may then be used as the basis to create a BACS payment. There will be no requirement for a receipt if the attendance record and the BACS printouts are held on file. (See also CONTRACT AND PERFORMANCE MANAGEMENT, EVIDENCE REQUIREMENTS and AUDIT SECTIONS).

F18. The hours of attendance are linked to the value of the Training Allowance. Contractors are reminded that during the Agreement Term and annual Programme Commissions, the Welsh Government may change the terms of any part of this Programme Specification as set out in the INTRODUCTION SECTION under the heading Changes to this Specification.

Travel Costs

F19. The Contractor will be responsible for arranging to provide travel costs associated with the attendance of non-employed young people on the JGW+ Programme.

F20. Non-employed young people on the JGW+ Programme may claim towards necessary reasonable travelling expenses incurred in connection with travel to and from their place(s) of learning or training, subject to the requirements set out in this Section.

F21. A non-employed young person will be eligible to reclaim reasonable travel where they do not:

- Live within 'reasonable walking distance' of the place of training or learning and they are not already eligible for support due to a disability (but see also F20).

- F22.** A 'reasonable walking distance' is defined as being within a 3-mile walking distance from the young person's normal place of residence to the location where the support is being delivered; provided a safe walking route is available. However, Contractors can use their discretion in applying this rule, especially where the walking distance may create a further barrier to attending training or learning.
- F23.** Young people can only be reimbursed for actual costs they incur. However, it is recognised that in some instances where the costs involved are prohibitive, it may be necessary for the Contractor to make payments to the young person in advance.
- F24.** Payments must not be made for any periods of absence from the JGW+ Programme (authorised or otherwise).
- F25.** The Contractor must discuss and agree reasonable travel arrangements with the young person. The Contractor must record the reasonable travel arrangements and costs agreed with the young person and ensure that the record and documents linked to or of relevance to, are stored securely and held for evidence to be made available to the Welsh Government for monitoring and audit purposes.
- F26.** Provisions for participants to contribution towards travel costs has been suspended.
- F27.** The Contractor must ensure that consideration is given travel by the most economical route:
- Public transport – travel by train or by bus. Contractors can reimburse participants for a National Railcard where it offers a net saving for the Contractor. Wherever cost effective, weekly or monthly season tickets should be used. Contractors must not make payments for a seasonal travel ticket of more than one calendar month;
 - If a young person uses his/her own transport, s/he may claim for the costs of fuel and car, or motor cycle parking provided this **does not exceed** the cost of travel by public transport (where available) and there is no alternative facility to park the car or motorcycle;

- Young person's own private transport and associated parking costs where the cost of fuel and parking **does exceed** the cost of public transport but is more appropriate for the young person based on travel time and/or safety;
- Travel by taxi in exceptional cases and where the young person cannot access public transport or their own private transport.

F28. The Welsh Government will support the cost of travel by car, or motor cycle, up to a maximum of 25p per mile. Contractors must ensure that any payment made to a young person does not exceed the maximum rate of 25p per mile.

F29. The young person must declare that their private transport has a valid MOT (if required), up to date Vehicle Tax and that they are insured to drive it prior to use. They must also declare that they hold a full UK driving licence (or acceptable alternative) and are legally entitled to drive. The young person is responsible for meeting the cost of the MOT, Motor Insurance and Vehicle Tax for the vehicle used and any penalty charges resulting from non-compliance with parking restrictions or other motoring infringements.

F30. Bridge tolls can be reimbursed providing evidence of cost is obtained by the Young person and submitted to the Contractor before payment is made.

F31. Contractors must not reimburse any costs incurred in purchasing a vehicle (including pedal cycles) and must not refund any costs associated with learning to drive.

F32. During the Agreement Term the Welsh Government may change the payments and allowances available for JGW+ Programme delivery and support costs and the processes for paying these. Changes to the terms of this Programme Specification will be implemented as set out in the INTRODUCTION SECTION under the heading Changes to this Specification.

Arrangements for Contractors wishing to use their own transport

F33. Contractors will be able to use their own transport to provide home-to-study transport for an eligible young person (above) where it can be clearly demonstrated that this represents the best value for money and that, without support, young people would face additional costs or would have difficulty in accessing the learning centre. However, funding travel costs must not be used

as a replacement for, or to subsidise, existing funding paid for by a Contractor/employer from its own funds.

- F34.** Contractors using their own transport to provide home-to-study transport for young people will need to maintain a clear audit trail, which identifies the young people under these arrangements, and the amount of funding allocated. A daily log of passengers should be kept, and signatures obtained as evidence of travel.
- F35.** The contractor must ensure that any vehicles used for this purpose have a valid MOT, Insurance and Vehicle Tax prior to use. The Contractor is responsible for meeting the cost of the MOT, Insurance and Tax for the vehicle used. The Contractor must ensure it has appropriate insurance for the purpose of travel. Vehicles must be regularly serviced, have seatbelts fitted for all passengers and drivers must have a valid licence for carrying of passengers.

Accommodation Costs

- F36.** The Contractor will be responsible for arranging to provide accommodation costs associated with the attendance of non-employed young people on the JGW+ Programme.
- F37.** Non-employed young people will be eligible to receive a contribution towards accommodation costs, where the accommodation is essential for them to access learning. Contractors supporting young people with accommodation costs must maintain a clear audit trail which demonstrates that this represents the best value for money and that, without accommodation support, a young person would be unable to access appropriate learning.
- F38.** The contribution towards accommodation costs must be reimbursed to the value of the actual cost incurred if this is less than £55 per day. Otherwise, the costs reimbursed must be limited to no more than £55 per day.

Childcare Funding

- F39.** The Contractor will be responsible for arranging to provide childcare costs associated with the attendance of non-employed young people on the JGW+ Programme.
- F40.** Non-employed young people on the JGW+ Programme shall be entitled to apply for a reasonable contribution towards the costs of registered or accredited childcare costs:

- Up to a maximum of £174 per week for the first child, or up to £298 per week for two or more children.

- F41.** A young person who wishes to apply for childcare support should complete the **Childcare Application Form** (template checklist is available by emailing AskJGWPlus@gov.wales) a record of this must be retained by the Contractor.
- F42.** Where a Childcare contractor charges a registration fee, this cost is fundable where no alternative childcare is available/accessible for the young person. Childcare funding must only be available where a childcare Contractor is registered by the Care Inspectorate Wales or has been approved by an accredited organisation's Quality Assurance Scheme.
- F43.** Registered childcare providers in Wales are inspected and registered by the Care Inspectorate Wales. They will be able to confirm if a provider is registered. Registered childcare includes registered child-minders, nurseries, playgroups, early excellence centres and holiday play schemes. Contractors can check that a childcare provider is registered via the following link to the Care Inspectorate Wales website: <https://careinspectorate.wales/>
- F44.** Contractors can check that a childcare provider is approved via the following link to the Family Information Services in Wales website: <http://www.fis.wales>
- F45.** Registered childcare may also include nursery day care funded by a local authority (including those on school premises) (inspected by Estyn) when the children are looked after in their parents' absence outside school hours.
- F46.** Registered childcare providers in England are regulated by Ofsted. Approved childcare is childcare that is approved by a specially accredited organisation's Quality Assurance (QA) scheme. A childcare provider who gains approval from an accredited organisation's QA scheme is given written confirmation of the approval. Approval is granted for a fixed period (not more than two years) and the childcare provider will be given a reference number.
- F47.** Young people must only be funded for childcare for which they have to pay a registered or approved childcare provider. The Welsh Government provides free early years education to all three-year-olds. Therefore, Contractors must not approve childcare funding for a period covered by free early years' education.

- F48.** The Contractor is responsible for ensuring that the participant is eligible for childcare support and that the childcare provider is registered. The Contractor must retain copies of all invoices submitted by the childcare provider and a record of all payments made to the childcare provider.
- F49.** Contractors are advised that payment should be made directly to the childcare provider and that at no time should payment be made directly to the participant.
- F50.** The Contractor must comply with the evidence and audit requirements for support costs and ensure the evidence is held to be made available to the Welsh Government for monitoring and audit purposes. This will include the submission of receipts or vouchers where applicable (see also CONTRACT AND PERFORMANCE MANAGEMENT, EVIDENCE REQUIREMENTS and AUDIT SECTIONS).

Childcare Costs as the young person progresses into employment

- F51.** The Contractor must make young people aware of the Welsh Government's 'Childcare Offer for Wales's as they progress into employment, to ensure that accessing childcare does not prevent the young person from sustaining employment.
- F52.** The 'Childcare Offer for Wales's provides working parents with a mixture of childcare and early education for children aged 3 or 4. Further information is available online as follows:

<https://gov.wales/childcare-3-and-4-year-olds>

Additional Learning Support (ALS) Funding

- F53.** The Contractor will be responsible for arranging ALS associated with the attendance of non-employed young people on the JGW+ Programme.
- F54.** The ALS fund is available to assist Contractors to work flexibly and secure the additional learning provision necessary to enable them to support participants with an additional learning need. ALS funding also assists Contractors with the costs of making reasonable adjustments as set out in the Equality Act 2010.
- F55.** Contractors should use ALS funding to respond to individual learner needs. The Welsh Government requests that, in doing so, Contractors make reasonable economies, such as sharing support and negotiating competitive rates for both equipment and services in order to make the best use of the Welsh

Government's resources and to achieve a fair and equitable distribution of the funds available.

Eligibility for ALS Funding

- F56.** ALS funding can be utilised for all participants with:
- A learning difficulty and/or disability as defined under the Equality Act 2010
and/or
 - Additional learning needs as defined under the Additional Learning Needs and Education Tribunal (Wales) Act 2018.
- F57.** A young person is considered to have **an additional learning need** if he or she has a learning difficulty and/or disability (whether the learning difficulty and/or disability arises from a medical condition or otherwise) which calls for **additional learning provision**. Additional learning provision means educational or training provision that is additional to or different from that made generally for others in the training setting.
- F58.** JGW+ participants with a learning difficulty and/or disability are eligible for ALS funding regardless of whether or not they have an Individual Development Plan (IDP). They can still receive ALS, if they have refused an IDP or they have an IDP but the Contractor has been unable to obtain the IDP or they do not have an IDP for other reasons.
- F59.** A learner should not be considered to have a learning difficulty or disability solely because the language in which (s)he is taught is different from a language which has at any time been spoken in his/her home.

Eligible Activity

- F60.** ALS funding can be used for:
- Additional learning provision, which is education or training provision that is additional to, or different from provision generally made available for other learners at the training setting.
 - Additional learning provision may include but is not limited to, the broad types of human and technical support described later in this section as well

as provision needed to enable a young person to access training and to participate in the learning and other associated activities. Contractors should note that these categories are not exhaustive but are intended to indicate the broad range of support which falls under the scope of ALS funding. Where a particular type or category of support is not included below, please contact the Welsh Government for clarification.

- Additional learning provision may also include travel training (either through supported employment coach or other support). Travel training covers a wide range of assistance and support aimed at ensuring a young person is able to make a journey independently and safely. New skills may need to be taught, such as but not limited to:
 - Reading a timetable
 - Keeping safe
 - Telling the time
 - Appropriate behaviour
 - Money skills

Ineligible Activity

F61. ALS funding may not be used:

- For support or activities not directly associated with an activity on the JGW+ Programme. It must not be used to deal with everyday difficulties or with activities that are not directly associated with an activity on the JGW+ Programme.
- To defray the costs of full-time or part-time salaried staff already employed by the Contractor (unless staff are employed solely for the purpose of providing support). However, the fund may be used to release such staff by employing replacement staff. In such circumstances the Contractor must be able to show a direct audit trail. In other words, using the fund to meet notional replacement costs is not acceptable.
- To defray the salary costs of individuals designated in an Additional Learning Needs Co-ordinator (ALNCo) role. Neither should it be used to defray the salary costs of senior and middle managers who may have some responsibility for ALN as part of a wider job role.
- To cover the travel costs of any young person under this Programme. Travel costs are provided for under support costs. (Except in the event

where travel training is an identified need recorded in the ILP for the duration of any accompanied travel).

Human Support

F62. ALS funding can be used for the following categories of human support:

Support Type	Nature of Support
Ancillary	Including shared or individual support from a learning support assistant or a personal care support, support to and from transport, support from an Autism Spectrum Disorder (ASD) trained support assistant, note-taker or recorder, or reader.
Communicator	To support learners with hearing loss. This can include BSL signers and interpreters or communication support workers for learners with other communication-related difficulties. Action on Hearing Loss recommends that Level 3 BSL should be the minimum standard for communication support.
Tutorial	Such as specialist assistive technology training from a tutor or IT adviser (including technician). Tutorial support should be in addition to the tutorial or assessor support delivered under the core of the JGW+ Programme.
Specialist	Such as Specific Learning Difficulty (SpLD) support tutor or behavioural support.
Assessment	A post-enrolment assessment including assessments undertaken by the appropriate qualified contractor's internal staff (e.g SpLD qualified) and one-off, assessments e.g., by an Educational Psychologist, RNIB Cymru, Wales Council for the Blind, Action on Hearing Loss Cymru or Wales Council for Deaf People. Please note that the assessment must be in addition to the standard assessment and enrolment procedure for young people.
Access Arrangements	Where this involves the provision of additional support for learners with a learning difficulty and/or disability to enable them to access an assessment.
Wellbeing or Counselling	Such as specialist behavioural counselling to help learners with a learning difficulty and/or disability manage behaviours or anxieties in the workplace or learning environment.

Support Type	Nature of Support
Key Worker	<p>Such as a specialist assessor or mentor or transition officer. To support the transition process for learners with a learning difficulty and/or disability and provide ongoing support when the learner is on-programme. This can include time spent attending multi-agency meetings, information sharing, risk assessment, arranging and facilitating review meetings as well as regular mentoring and support whilst the learner is on-programme.</p> <p>Key worker support should be in addition to the tutorial or assessor support delivered under the core of the JGW+ Programme.</p>

Technical Support

- F63.** ALS funding should only be used for specialist equipment and software which supports identified learning needs directly associated with a learning activity on the JGW+ Programme. This includes specialised equipment such as brailers, overlays, Reading Edge equipment, IT adaptations, specialist software and related licences. The funding should not be used for general software upgrades or for purchasing software which is available on all Contractor laptops, tablets and PCs.
- F64.** Contractors may also give consideration to using ALS to lease specialist equipment if it is required for a short period of time.

Specific evidence requirements for ALS funding

- F65.** Contractors must agree the support with the learner and record the details of any additional learning provision agreed in the young person's ILP and/or IDP. This should involve an assessment of the learners' additional learning needs and a description of the additional learning provision required, including details of how regularly the provision will be required and the organisation/service delivering the provision (if this is not the Contractor). The Contractor must regularly review progress and continuing needs when reviewing the learners ILP and/or IDP.
- F66.** In addition, the following requirements will apply for ALS funding:
- The number of hours per week and the category of support must be recorded. (If the number of hours support per week is likely to vary during a programme enter the average number of support hours per week and record the duration of programme in weeks);

- A record of the number of learners sharing the support must be maintained (Contractors are encouraged to arrange for learners to share support where possible in order to achieve best value. Some learners, however, will require 1:1 support);
- A record of the hourly rate of the support must be maintained. The costs incurred and costs paid out must be evidenced by receipts, or invoices or BACS payments or wage slips.

F67. The Welsh Government will reimburse the actual cost of the support provided. Prior to submitting a claim to the Welsh Government, the Contractor must obtain evidence that any support staff and assessors used have the appropriate training / qualifications and also evidence that value for money has been achieved in respect of the cost of the support or assessment.

F68. To ensure value for money, all expenditure for services or equipment between £500 and £5,000 will require a minimum of three written quotations. Any purchases below £500 can be made without the need to obtain 3 quotations. However, you will still be required to retain proof of purchase. All purchases over £5,000 should use the Contractor's procurement procedures. Written quotations must be obtained from suppliers who are capable of supplying the goods/services required. The Contractor must include any items of equipment purchased with ALS funding in their insurance cover.

F69. Where equipment is bought solely from the Welsh Government's funds, the Welsh Government will retain ownership and the item will be regarded as a national resource when the young person for whom it was purchased has left the Contractor. In these circumstances the item may be transferred to an alternative Contractor for use by another learner. The Contractor must maintain a record of the type of equipment: e.g., Braille, Hearing loop; including the make and model.

F70. When equipment purchased with ALS funding becomes obsolete, the Contractor may dispose of that equipment in line with its usual procedures for disposal of obsolete equipment provided a clear audit trail is maintained. Any proceeds from sale of these items should be used towards the purchase of new equipment that promotes access to mainstream provision. Contractors should include these proceeds in their returns to the Welsh Government.

Additional Learning Needs and Education Tribunal (Wales) Act and the Additional Learning Needs Code for Wales 2021 (the Code)

F71. Contractors should also note:

- The definition given for additional learning provision within the Additional Learning Needs and Education Tribunal (Wales) Act and within the Additional Learning Needs Code for Wales 2021 (the Code), specifically references ‘mainstream institutions in the further education sector’. However, for the purposes of JGW+ Programme delivery we expect all JGW+ Contractors to have regard to the Code.
- Learners with pre-existing additional learning provision will already have an Individual Development Plan (IDP) unless the learner has refused their consent for an IDP to be prepared and maintained for them (see Chapter 23 of the Code).
- Wherever possible Contractors should rely on Part 2 of the Additional Learning Needs (Wales) Regulations 2021 “Transfer of responsibility for individual plans”, to obtain a copy of a pre-existing IDP. In the event that Contractors are still unable to obtain a copy of the IDP the following practical steps could be considered (depending on the circumstances).
 - i) The learner is entitled to request a copy of the plan.
 - ii) The local authority, where they are in charge of maintaining the plan has an ongoing duty to keep the plan updated and reviewed. It would be our expectation that in order to discharge this duty they would need to liaise with the relevant JGW+ Contractor.
- There may be circumstances where under the Additional Learning Needs (Wales) Regulations 2021 the Contractor does not have an automatic right to the IDP and after following the above steps the Contractor has nonetheless been unable to obtain a copy. In which case the Contractor should document the efforts made to obtain the IDP.

A decorative border composed of various red letters and geometric shapes, including squares, circles, and triangles, arranged in a somewhat chaotic pattern around the perimeter of the page. The letters are in different fonts and sizes, some solid and some outlined.

*PERFORMANCE
MEASURES*

G. PERFORMANCE MEASURES

G1. The Contractors' delivery of JGW+ Programme Performance Measures will be monitored and managed as part of the Welsh Government's contract and performance management (as provided for under the terms and conditions of the Agreement). Full information has been set out in the (CONTRACT AND PERFORMANCE MANAGEMENT and EVIDENCE REQUIREMENTS SECTIONS).

G2. Contractors are reminded that during the Agreement Term and annual Programme Commissions, the Welsh Government may change this Programme Specification as set out in the INTRODUCTION SECTION under the heading Changes to the Programme Specification.

Programme Outcomes

G3. Positive outcomes for the JGW+ Programme are as follows:

- JGW+ Programme Engagement and Advancement Strands, as progression to learning at a higher level or progression into employment, full and part-time, (including self-employment) or an Apprenticeship (including self-employed Apprenticeship);
- JGW+ Employment Strand as progression into employment (full or part time) including self-employment or an Apprenticeship (including self-employed Apprenticeship).

G4. Further information on the criteria, definitions and evidence requirements for recording outcomes is provided at (Annex 4 Destination Guidance and Evidence Requirements).

Performance Thresholds

G5. Contractors delivering the JGW+ Programme must achieve minimum rates for positive outcomes, as set out in the JGW+ Minimum Performance Thresholds table below.

JGW+ Minimum Performance Thresholds

Engagement Strand	Advancement Strand	Employment Strand
<p>60% or above</p> <p>Progression to learning at a higher level; or progression into employment, full and part-time, (including self-employment); or an Apprenticeship (including self-employed Apprenticeship).</p>	<p>60% or above</p> <p>Progression to learning at a higher level; or progression into employment, full and part-time, (including self-employment); or an Apprenticeship (including self-employed Apprenticeship).</p>	<p>75% or above</p> <p>Progression into employment (full or part time) including self-employment; or an Apprenticeship (including self-employed Apprenticeship).</p>

- G6.** The Contractor must ensure the JGW+ **Destination Form** (template checklist is available by emailing AskJGWPlus@gov.wales) is completed and submitted to the Welsh Government to report all JGW+ Programme outcomes. Pursuant to this, there is now no requirement to submit a destination form.
- G7.** Action must be taken on the Post 16 DMS to record that a young person has exited the JGW+ Programme and the outcome status on leaving. The Contractor must ensure the necessary data entry is submitted to the Post 16 DMS within 20 working days of the young person's last date on the JGW+ Programme.
- G8.** Welsh Government will measure the destination of young people within 8 weeks of leaving the JGW+ Programme (see also Annex 4 Destination Guidance and Evidence Requirements).

Performance Expectations

- G9.** Contractors will be expected to:
- Deliver the JGW+ Programme according to the requirements and guidance set out in the JGW+ Programme Specification;
 - Demonstrate that the measures they are taking are effective in supporting the retention of young people on the JGW+ Programme and their progression into positive programme outcomes. In doing so the Contractor is required to meet the needs of all young people including people with protected characteristics including disabled people;

- Demonstrate they are devising and delivering a flexible and sufficiently broad programme of learning and development opportunities and employability support activities that is meeting the individual needs of young people on the JGW+ Programme;
- Demonstrate it supports the Welsh Government's Youth Guarantee which aims to ensure that every young person has access to a suitable place of learning post 16⁵. It is essential that the Contractor understands the Guarantee commitment and works with Careers Wales and the Welsh Government to ensure that the Guarantee is met;
- Demonstrate partnership working, to build and maintain working relationships with key stakeholder organisations and groups to help provide effective and joined up provision that reflects Welsh Government priorities and delivers support for young people on the JGW+ Programme. Close working relationships with Working Wales and Regional Skills Partnerships will be especially critical for responding to skills gaps and labour market needs at a local and regional level. A list of key stakeholders has been provided at (SECTION on Partnership Working);
- Promote and support employer engagement to increase employer participation in the JGW+ Programme and identify sustainable employment opportunities for young people. The Contractor will be expected to devise and implement an Employer Engagement Strategy;
- Work collaboratively across the JGW+ network to ensure that best practice is identified, shared and learnt from through networks, events, research, case studies and publications for the JGW+ network in Wales;
- In line with the aims of the Welsh Government's Welsh language strategy Cymraeg 2050: a million Welsh speakers⁶, set targets for the delivery of learning bilingually / through the Welsh-medium;
- Promote and implement its community benefits strategy proposal;
- Demonstrate it is committed to taking steps to deliver fair work practices within its own organisation;

⁵ Youth Engagement and Progression Framework Implementation Plan, Welsh Government 2018, available online at: <https://gov.wales/sites/default/files/publications/2018-02/implementation-plan-youth-engagement-and-progression-framework.pdf>

⁶ Cymraeg 2050: a million Welsh speakers , Welsh Government 2017, available online at: <https://gov.wales/cymraeg-2050-welsh-language-strategy>

- Work with employers supporting participation to raise awareness and understanding of fair work and to promote the delivery of fair work practices.
- Promote the Social Model of Disability⁷ within the contractors work and with employers supporting participation in the JGW+ Programme;
- Promote the use of the Eco-code Action Plan Toolkit initiative within the contractors work and with employers supporting participation in the JGW+ Programme. The Toolkit has been provided at (Annex 5 Eco-code Action Plan Toolkit);
- Ensure that all staff, including consortium members and those employed by sub-contractors, are aware of the requirement for practitioners (this includes trainers, assessors, learning coaches and mentors) to register with the Education Workforce Council, as from April 2017. For more information, please see <https://www.ewc.wales/site/index.php/en/registration/applying-for-registration.html>

Key Delivery Indicators

- G10.** The Key Delivery Indicators (KDIs) at (Annex 3 Key Delivery Indicators) will be used by the Welsh Government to monitor the Contractors' delivery against requirements set out in the JGW+ Programme Specification.
- G11.** Contractors are reminded that during the Agreement Term and annual Programme Commissions, the Welsh Government may change the terms of this Programme Specification as set out in the INTRODUCTION SECTION under the heading Changes to this Specification.

⁷ Action on disability : the right to independent living, Welsh Government 2019, available online at: <https://gov.wales/action-disability-right-independent-living-framework-and-action-plan>

A decorative border composed of various red letters and geometric shapes (triangles, squares, circles) is arranged around the perimeter of the page. The letters are in different orientations and sizes, creating a dynamic and abstract frame.

*ALLOCATIONS
AND FUNDING*

H. ALLOCATIONS AND FUNDING

Approach

H1. The key aims and principles of the Welsh Government's approach to funding the JGW+ Programme are to:

- Deliver a compliant, clear and transparent allocation process;
- Ensure the delivery of a quality Jobs Growth Wales+ Programme;
- Ensure distribution of Jobs Growth Wales+ provision across all regions whilst being flexible enough to meet participant demand within the available budget;
- Minimise displacement of current participants as they continue their learning/development under the new Programme Specification.

H2. A summary of the approach to funding the JGW+ Programme is provided in this Section; full information is set out in this Programme Specification at **Annex 1 Allocations Methodology** and **Annex 2 Payment Funding Model**.

H3. Annual Programme Commissions will be awarded for delivery as set out in the INTRODUCTION SECTION)

H4. Contractors are reminded that during the Agreement Term and annual Programme Commissions, the Welsh Government may change this Programme Specification as set out in the INTRODUCTION SECTION under the heading Changes to the Programme Specification.

Regional Allocations

H5. Regional allocations will be used to ensure delivery to the four regions of Wales (North, South West & Mid and South East and South Central).

H6. Regional values will be based on the available budget for the JGW+ Programme pro-rated according to the participant proportion for the region, as set out in Table1: JGW+ Programme Regional Lots (see INTRODUCTION SECTION).

- H7.** To ensure delivery for each region of Wales the Welsh Government is aiming to appoint three (3) Contractors for each region. The Contractor must deliver all three strands of the Jobs Growth Wales+ Programme Specification for their region. Contracts will mandate delivery to Wales's hardest to reach rural areas.
- H8.** Transition arrangements for displaced participants moving onto the JGW+ Programme from the existing legacy Programme is set out in the (TRANSITION INTO JGW+ SECTION).
- H9.** Young people will be referred onto the JGW+ Programme by Working Wales. Referrals by Working Wales will be made to the Contractors delivering for the region on a rota basis as advised by Welsh Government. In certain circumstances Working Wales may also refer young people to other Contractors (as described in the Allocations Methodology at Annex 1). Referral numbers will be recorded and closely monitored by the Welsh Government.

Funding Model

- H10.** The costs of delivering the JGW+ Programme has been derived from historic data for the take-up of Traineeships and Jobs Growth Wales provision across the regions of Wales for 2017/18 and 2018/19. Detailed analysis has also been undertaken by sector experts.
- H11.** The income for a Contractor will be made up of an Induction Payment and a Monthly Delivery Payment.
- H12.** The Contractor will also be given a separate allocation within their annual Programme Commission for funding support costs (Training Allowance, travel and accommodation costs, childcare support and Additional Learning Support (ALS)) and for funding employment wage subsidies paid to employers to support young people on the Programme.

Funding Mechanism

- H13.** At the start of each contract year the Contractor will have a financial allocation value. This will be profiled by the Contractor into categories for Delivery, Wage

Subsidies and Support Costs up to the maximum allocation value stated in the Contractors JGW+ Programme Commission.

Delivery

- Induction Payment
 - Contractors will receive an Induction Payment for each new young person that starts on the JGW+ Programme.
 - Values are set out in the Payment Funding Model at Annex 2.
 - New Start data must be recorded on the Post 16 DMS and evidenced by the Contractor (see EVIDENCE REQUIREMENTS SECTION).

- Monthly Delivery Payment
 - Contractors will receive a Monthly Delivery Payment paid according to the number of Guided Contact Hours (GCH) delivered for each young person on the JGW+ Programme (see Guided Contract Hours in following paragraphs in this Section).
 - GCH values are set out in the Payment Funding Model at Annex 2.
 - The detail of GCH must be entered into the Post 16 DMS and evidenced by the Contractor (see EVIDENCE REQUIREMENTS SECTION).

Wage Subsidies

- Rules and rates are set out in the (PROGRAMME DELIEVERY REQUIREMENTS SECTION).

Support Costs

- Including Training Allowances, travel and accommodation costs, childcare support and Additional Learning Support (ALS).
- Rules and rates are set out in the (TRAINING ALLOWANCE AND SUPPORT COSTS SECTION).

- H14.** During the contract year, the Contractor will receive each calendar month a payment from the Welsh Government relative to the value of the profiled financial allocation for Delivery, Wage Subsidies and Support Costs.
- H15.** The monthly funding value for the payment will be derived using a formulaic approach linked to the type and volume of JGW+ provision recorded by the Contractor on the Post 16 DMS. This will be governed by the maximum allocation value and by the funding and payment rates applicable to the JGW+ Programme.
- H16.** To receive monthly payment the Contractor will be required to submit evidence and information (as set out in the EVIDENCE REQUIREMENTS SECTION).
- H17.** The Contractor will be required to provide details of estimated and actual GCH (as set out in the Guided Contact Hours in this Section).
- H18.** The Contractor will also be required to provide details of actual support costs paid by the Contractor by submitting:
- **Monthly Support Costs and Expenditure Declaration** (to be made available on the Welsh Government's website) to the Welsh Government.
- H19.** The Contractors actual delivery and expenditure will be subject to reconciliation and review by the Welsh Government. Any underspend or payment made in respect of non-compliant expenditure or payment found to be false or inaccurate will be recovered in full.
- H20.** Contractors will be required to operate within the constraints on JGW+ Contractors JGW+ Programme Commission. The Welsh Government is under no obligation to pay for any fundable delivery which exceeds the funding value that can be delivered within the Contractors JGW+ Programme Commission.
- H21.** No further funding from the Welsh Government for delivering the JGW+ Programme should be assumed by the Contractor.

Guided Contact Hours

- H22.** Guided Contact Hours (GCH) are the number of teaching, instructional or assessment contact hours for a particular learning activity and this information is used by the Welsh Government to inform the Payment Funding Model (as described in the Payment Funding Model at Annex 2).
- H23.** GCH must include only time when a member of Contractors staff (or a staff member from a sub-contracted organisation when that applies) is present to give specific guidance towards learning. It may include lectures, tutorials and supervised study in, for example, 'open learning centres', libraries, learning workshops and in the workplace.
- H24.** Hours spent on work placements and work trials are also counted as GCH.
- H25.** It may be necessary to include hours where supervision or assistance is of a general nature in order to continue to engage and support the young person.
- H26.** Unauthorised absences must not be included in the GCH figure evidenced.
- H27.** Authorised absence can be included in the GCH figure e.g., dental & hospital appointments and centre/placement closure due to snow etc.

Reporting Estimated GCH

- H28.** Action must be taken on the Post 16 DMS to record the young person's estimated GCH. The Contractor must ensure the necessary data entry is submitted to the Post 16 DMS within 4 weeks of completing the young person's ILP following their commencement on the JGW+ Programme.
- H29.** When a young person commences learning/development, the GCH entered into the Post 16 Post 16 DMS should be Contractors best estimate of the number of GCH that Contractors will spend with the young person during the expected time to complete the JGW+ Programme.
- H30.** There is a requirement to separately record the expected GCH undertaken within centre-based and work-based:

- **Centre-based GCH** include only those hours when a member of Contractor staff (or a staff member for a sub-contracted organisation where that applies) is present to give specific guidance towards the participant's learning and/or development. This includes lectures, tutorials and supervised study in, for example, 'open learning centres', libraries, learning workshops and in the workplace. Centre-based GCH will typically be when the participant is attending the Contractor's own learning/development centre but may include other activities which take place outside the centre, for example, time spent on educational visits, community projects, attending learning workshops in support of a learning/development activity or group-based delivery in the workplace.
- **Work-based GCH** include only those hours where the participant is in the workplace as part of their Jobs Growth Wales+ Programme. This includes time spent in the workplace undertaking work placements or work trials. It also includes any contact time in the workplace with staff assessing the participant's progress or achievements, for example, in the assessment of competence.
- The scope of Centre Based and Work Based Guided Contact hours includes supervised meal breaks (which means that Contractors can claim for supervised meal breaks where these are inclusive of the participants' hours of attendance on the Programme).

H31. Centre-based Guided Contact Hours does not include work place contact time with staff assessing the young persons' achievements, for example, in the assessment of competence, as this should be recorded as work-based.

H32. Contractors expected hours should be as accurate as possible and should be adjusted during delivery of the activity where it appears that the recorded GCH has been over or underestimated.

Reporting Actual GCH

H33. The Contractor will be required to record on the Post 16 DMS, the estimated **GCH for work-based GCH and centre-based GCH** for each young person.

H34. Once the young person completes a JGW+ Programme Strand or leaves the JGW+ Programme, the actual cumulative total of GCH evidenced within the centre-based and work-based must be submitted to the Post 16 DMS. The Contractor will be required to submit this information within 20 working days of the date when the young person completes the JGW+ Programme Strand or leaves the JGW+ Programme.

- H35.** Details of the actual GCH claimed by the Contractor will be subject to reconciliation and review by the Welsh Government. Any underspend or non-compliant expenditure will be reclaimed in full. **Audit Requirements**
- H36.** Contractors are required to submit details of actual GCH claimed, which will be subject to review and reconciliation by the Welsh Government.
- H37.** Contractors are reminded that where GCH have been claimed by the Contractor, evidence of the GCH provided to the young person must be retained by the Contractor. The evidence must be authenticated by the young person and the Contractor.
- H38.** The Contractor must ensure that they maintain records of the GCH provided to the young person and that the claim for GCH is supported by original documentation. The Contractor must retain an audit trail of evidence of GCH provided until notified by the Welsh Government.
- H39.** The Contractor must comply with the evidence requirements for the JGW+ Programme and ensure the evidence is held to be made available to the Welsh Government for monitoring and audit purposes. (See also CONTRACT AND PERFORMANCE MANAGEMENT, EVIDENCE REQUIREMENTS and AUDIT SECTIONS).

A decorative border composed of various red geometric shapes and letters, including squares, triangles, circles, and stylized characters like 'R', 'A', 'D', 'C', 'W', and 'P', arranged in a circular pattern around the central text.

*QUALITY ASSURANCE
AND CONTINUOUS
IMPROVEMENT*

I. QUALITY ASSURANCE AND CONTINUOUS IMPROVEMENT

Contractor's Systems

- I1.** The Contractor must have in place its own systems to manage the quality of learning and employability support to ensure the achievement and maintenance of high standards.
- I2.** The Contractor must undertake an annual self-assessment, based on guidance published by the Welsh Government and Her Majesty's Inspectorate of Education and Training in Wales (Estyn). The resulting Self-Assessment Report (SAR) must be held by the Contractor and the Quality Development Plan (QDP) must be submitted to the Welsh Government at a date to be agreed between the Contractor and the Welsh Government, reflecting the individual Contractor's annual quality cycle. Submissions must be made using systems specified by the Welsh Government.
- I3.** Progress against actions identified in the QDP must be reviewed on a regular basis, and the outcomes of the review documented by the Contractor. This documentation, together with supporting evidence of actions taken, must be made available to the Welsh Government and Estyn on request.
- I4.** The Contractor must use mechanisms and reports provided by the Welsh Government to reconcile the young person's outcomes data submitted to the Post 16 DMS against its own management information. This should be undertaken on a monthly basis.
- I5.** The Contractor is responsible for ensuring the timely recording of the young person's outcomes, that data submitted to the Welsh Government is complete and accurate, and that prompt action is taken to address any inaccuracies (see EVIDENCE REQUIREMENTS SECTION).
- I6.** Statistics derived from the Post 16 DMS will be used to produce summary reports on the Contractor's young person's outcomes, which will be published by the Welsh Government.

Inspection

- I7.** Estyn has a statutory duty to inspect education and training in Wales. The Contractor must co-operate fully with inspectors to enable them to complete this duty.
- I8.** The Contractor shall allow the Welsh Government to give Estyn such information concerning the activities and performance (as provided for under the terms and conditions of the Agreement) and any previous similar contracts with the Welsh Government (or its predecessor funding bodies) as inspectors may request to enable them to undertake effective inspections of the Contractor's operations. This includes statistics and benchmarks derived from Post 16 DMS returns submitted by the Contractor and the Contractor's most recent SAR and QDP.
- I9.** The Contractor must attain, as a minimum, a judgement of at least "adequate and needs improvement" in all key questions following inspection by Estyn. Where issues are identified the Contractor must produce a detailed action plan documenting how inspectors' recommendations will be addressed. The action plan must include specific objectives, targets and milestones.
- I10.** A draft action plan must be submitted to the Welsh Government within 4 weeks following the draft publication of the Estyn report. The effective implementation of the approved action plan will be monitored over the period up to re-inspection/monitoring visit and Contractors will be challenged where it is deemed that insufficient progress is being made.
- I11.** The Welsh Government will operate an escalation procedure which will be instigated when the Contractor demonstrates serious and persistent failings in delivery. A termination event includes the failure to achieve an overall judgement of 'adequate and needs improvement' or above for current performance on re-inspection by Estyn.
- I12.** As part of the Estyn inspection arrangements, the Welsh Government will continue to be informed of the outcomes of inspections and the Welsh Government will attend feedback meetings.

Estyn Thematic and Annual Reports

- I13.** All Contractors are expected to take account of the issues and findings identified within Estyn's Annual Report and thematic reviews and consider their relevance to their own working practices. Welsh Government will expect the Contractor's response to Thematic and Annual reports to be documented in their SAR and QDP.
- I14.** Further information is available at: <http://www.estyn.gov.wales>

Contractor Responsiveness

- I15.** The Welsh Government aims to ensure that the education and training system is responsive to the views of citizens and businesses, and that young peoples' needs are central to the planning and delivery of learning. The Contractor must therefore:
- Ensure that systems are in place to undertake young people and employer surveys and to follow up and address feedback identified through the surveys;
 - Administer follow-up surveys for young people who leave without completing their learning/development Programme, to identify their reasons for leaving and their destinations;
 - Gather regular feedback from employers on the effectiveness of the Contractor and the quality of the learning delivered;
 - Have in place arrangements for senior managers to consider and respond to issues raised by both young people and employers;
 - Have a formal procedure for dealing with complaints from young people, employers and other third parties, based on guidance published by the Welsh Government <https://gov.wales/managing-unacceptable-behaviour-welsh-government-customers>;
 - Ensure that the outcomes of all of the above systems are incorporated into the annual self-assessment cycle and used to inform continuous improvements in quality and standards.

Performance Standards

- I16.** Where shortcomings are identified through the Welsh Government's Annual Outcomes Reports or as a result of an Estyn or Ofsted inspection (including inspection judgements of either 'unsatisfactory and needs urgent improvement'

or 'adequate and needs improvement'), the Contractor must put in place a detailed action plan with specific objectives and targets to address these shortcomings. The implementation of the action plan will be monitored over the period up to re-inspection (and/or as provided for under the terms and conditions of the Agreement).

- I17.** The Welsh Government reserves the right to instigate an escalation procedure where a Contractor does not make sufficient and timely improvements in quality. Without prejudice to any other rights or remedies available to them, the Welsh Ministers (as provided for under the terms and conditions of the Agreement) may take steps to terminate the Agreement and annual Programme Commission(s) as a whole or in part, or to reduce volumes and activities provided for in the annual Programme Commission(s). This escalation may occur in advance of any re-inspection taking place.

Securing Continuous Improvement

- I18.** The Contractor must participate, as appropriate, in quality improvement initiatives instigated by the Welsh Government and its partner organisations. This includes, but is not limited to, quality support networks, workshops and improvement projects. As a minimum, the Contractor must:

- Participate in benchmarking programmes initiated by the Welsh Government;
- Accept remedial support which is made available by the Welsh Government to address specific shortcomings, including those identified through Estyn inspections;
- Agree to share best practice through networks, events, research, case studies and publications for the JGW+ network in Wales;
- Participate in any evaluation commissioned by the Welsh Government.

Sharing of Best Practice

- I19.** The JGW+ Programme network is expected to work collaboratively to ensure that best practice is identified, shared and learnt from, and this should become common practice. The Welsh Government will be looking for evidence (within each Contractor's SAR and QDP) that this practice is occurring. Where the Welsh Government becomes aware of good practice, it will take steps to ensure that this is disseminated across the network.

A decorative border composed of various red geometric shapes and letters, including triangles, squares, circles, and stylized characters like 'R', 'A', 'D', 'C', 'W', and 'P', arranged in a circular pattern around the central text.

*CONTRACT AND
PERFORMANCE
MANAGEMENT*

J. CONTRACT AND PERFORMANCE MANAGEMENT

- J1.** The Contractor must be open, flexible and transparent in the operation, management and delivery of the Agreement. Appropriate due-diligence, risk management and quality assurance measures must be developed and implemented to ensure the Agreement is delivered in accordance with this JGW+ Programme Specification, the annual Programme Commission and the terms and Conditions of the Agreement.

Contract and Performance Management Process

- J2.** The Contractor must ensure that all systems and processes used for monitoring and recording of performance are robust, provide a clear audit trail of evidence and give confidence to the Welsh Government that the Contractor and its supply chain are delivering the Contract in accordance with the Contractor's overall contractual obligations.
- J3.** To ensure adequate management of the contract, the Contractor must allocate senior staff within the Contractor's organisation to be able to promptly respond to the Welsh Government's requests, queries or concerns.
- J4.** Each Contractor will be allocated a Contract and Performance Manager from within the Welsh Government to act as a dedicated point of contact. The role of the Contract and Performance Manager is to review the Contractor's performance and provide appropriate challenge and support to enable delivery of quality provision in line with the JGW+ Programme Specification.
- J5.** Contract Review Meetings (CRM) will take the form of face-to-face and/or online meetings in addition to telephone and email correspondence.
- J6.** Initially, CRMs will be held monthly, following which, the frequency will be based on the current assessed risk for each Contractor, as a minimum we would expect quarterly reviews.
- J7.** The timing of face-to-face visits will be flexible but where possible will reflect the schedule for Self-Assessment Report (SAR)/Quality Development Plan (QDP) returns and Estyn inspections (where applicable).
- J8.** The Welsh Government may on occasion request that specific sub-contractors attend CRMs if deemed necessary.
- J9.** The Contractor must provide the Welsh Government its full co-operation in any review undertaken and will be required to provide access to its systems and

evidence as required in accordance with the Agreement and this Programme Specification, See also (EVIDENCE REQUIREMENTS SECTION).

J10. The Contractor will be required to comply with any operational guidance which is issued by the Welsh Government during the Agreement Term.

Monitoring Delivery

J11. The Welsh Government's Contract and Performance Manager will review the performance requirements of the Agreement and the following as a minimum:

Compliance	Compliance with the JGW+ Programme Specification.
Delivery	<p>The Contractors actual delivery and payments claimed to be monitored against monthly data submitted by the Contractor to claim payment via the Post 16 DMS and the young person's ILP and applicable evidence requirements.</p> <p>Performance against key deliverables, including the Performance Thresholds, KDIs and Performance Expectations as outlined in the specification.</p> <p>Local authority geographical area coverage of delivery across the Contractor's region.</p> <p>Response to meeting the ILP, ARR identified needs of young people on the Programme, including people from the protected characteristics groups.</p> <p>Young person's satisfaction with the Programme.</p> <p>Continuous improvement in quality and standards.</p> <p>Meeting the data management and submission requirements for managing payments, including timeliness and accuracy of data submitted.</p> <p>The Contractor's SAR and QDP.</p> <p>Management of sub-contractors and wider delivery network.</p> <p>Use of other organisations/specialist contractors.</p> <p>Response to changes in the economy and labour market.</p> <p>Progress towards meeting Community Benefits strategy.</p> <p>Delivery of the Contractors Equal Opportunities Strategy.</p> <p>Meeting Welsh Language requirements.</p>

Compliance	Compliance with the JGW+ Programme Specification.
	<p>Actions from any financial monitoring and contract and performance management undertaken.</p> <p>Levels and reasons recorded (in ILP) for transfer between JGW+ Programme strands.</p> <p>Levels and reasons recorded (in ILP) for not finding a supporting employer within 10 weeks of the young person's Start Date.</p>
Development	<p>Efforts to share best practice.</p> <p>Attendance and participation at networking events.</p>
Partnership Working	<p>Efforts to encourage partnership working with key stakeholder organisations and groups.</p>
Outcomes	<p>Analysis of outcome opportunities and their relevance to regional demand.</p> <p>Quality of outcomes, salary levels, working hours, contract type etc.</p> <p>Outcome performance and the Contractor's ability to remedy poor performance.</p> <p>Where qualifications are delivered as part of an ILP, The qualifications must be those approved or designated for teaching in Wales listed on the QiW database, which is owned and managed by Qualifications Wales, or other qualifications approved by the Welsh Government which are Credit and Qualifications Framework for Wales compliant and must be covered for delivery by the terms of this Programme Specification.</p>
Employer Engagement	<p>Efforts to engage employers, including number of employers engaged and the variety of sectors.</p> <p>Review the Contractor's Employer Engagement Strategy.</p> <p>Efforts to raise awareness and understanding of fair work and to promote fair work practices.</p>
Communication	<p>Marketing, branding and communication activity including social media and web-based across sub-contractors and the wider delivery network.</p> <p>Compliance with Welsh Government style guidelines.</p>
Research and Evaluation	<p>Participation in any research and evaluation activity.</p> <p>Raising awareness with participants supported.</p> <p>Equal opportunities monitoring.</p>

Compliance	Compliance with the JGW+ Programme Specification.
Inspections and Reviews	Monitor the quality of delivery against Estyn recommendations. Response to Estyn's Annual Report and thematic reviews.
Audit	Response to audit findings and recommendations.
Assessing Risk	The Contractors risk assessment.

J12. Where the Contractor's delivery fails to meet the requirements and/or performance measures set out in the JGW+ Programme Specification, this will be deemed non-compliance and dealt with as set out in following paragraphs in this Section (see Non-compliance).

J13. For the avoidance of doubt, where there is evidence that a Contractor is failing to meet demand within their regional area of delivery (by local authority area) this will be deemed non-compliance and dealt with accordingly.

Monitoring the Quality of Provision

J14. The Welsh Government will closely monitor the performance data recorded within the Post 16 DMS to identify any performance which is below the JGW+ Programme Performance Thresholds (see PERFORMANCE MEASURES SECTION)

J15. Further guidance setting out the definition criteria and evidence requirements for the achievement of Programme destination outcomes is provided at (Annex 4 Destination Guidance and Evidence Requirements).

J16. The table below shows performance thresholds for the JGW+ Programme performance thresholds for positive destination outcomes, against a 'traffic light' system.

JGW+ Contract Management of Performance Thresholds for Positive Destination Outcomes

Contractor Performance	Engagement	Advancement	Employment
Above the threshold	70% or above	70% or above	80% or above

Contractor Performance	Engagement	Advancement	Employment
Meeting the threshold	60%-69%	60%-69%	75%-79%
Below the threshold	Below 60%	Below 60%	Below 75%

- J17.** Where the Contractor’s delivery fails to meet the performance, thresholds set out in the JGW+ Programme Specification, this will be deemed non-compliance and dealt with as set out in following paragraphs in this Section (see Non-compliance).
- J18.** Contractors must ensure they support the young person to give them the best possible chance of progressing into a positive outcome. The Welsh Government will closely monitor situations where young people are recorded as progressing into higher level learning, employment or an Apprenticeship but then subsequently re-enter the JGW+ Programme.
- J19.** The Welsh Government will review the actions undertaken by the Contractor to meet the JGW+ Programme Performance Expectations (see Performance Measures Section) and will require the Contractor to take remedial action if the actions are deemed to be insufficient.
- J20.** The Welsh Government will review the actions recorded within a Contractor’s QDP and will require the Contractor to take remedial action if the actions are deemed to be insufficient.

Performance Year

- J21.** Performance will be measured on a financial year basis i.e., 1 April to 31 March, irrespective of the start and end months of the Agreement.
- J22.** Contractors will be given sufficient time to receive and record evidence of achievements prior to formal publication of statistical data.
- J23.** Welsh Government will measure the destination of young people within 8 weeks of leaving the JGW+ Programme. (See also Annex 4 Destination Guidance and Evidence Requirements).

Assessing Risk

- J24.** It is a requirement for the Contractor to produce a Risk Assessment for the Agreement Term of the Programme, outlining reasonable precautions to ensure the success of the Programme. The risk assessment must include:
- Current Estyn judgements for Contractors that have been inspected;
 - Judgements of ‘adequate/adequate and needs improvement’ will be considered extant (irrespective of time elapsed) unless officials are satisfied that sufficient improvements have been made against all of Estyn’s recommendations;
 - JGW+ Programme outcomes performance data information;
 - Audit review findings;
 - Delivery against values set in the annual Programme Commission and specific Programme Performance Thresholds set in this Programme Specification;
 - Substantiated information from other internal and external stakeholders;
 - Published monitoring information;
 - Significant changes to Contract i.e., in relation to value or dispersal.
- J25.** A Contractor’s risk assessment is expected to be reviewed at CRM meetings, based on the latest available information.

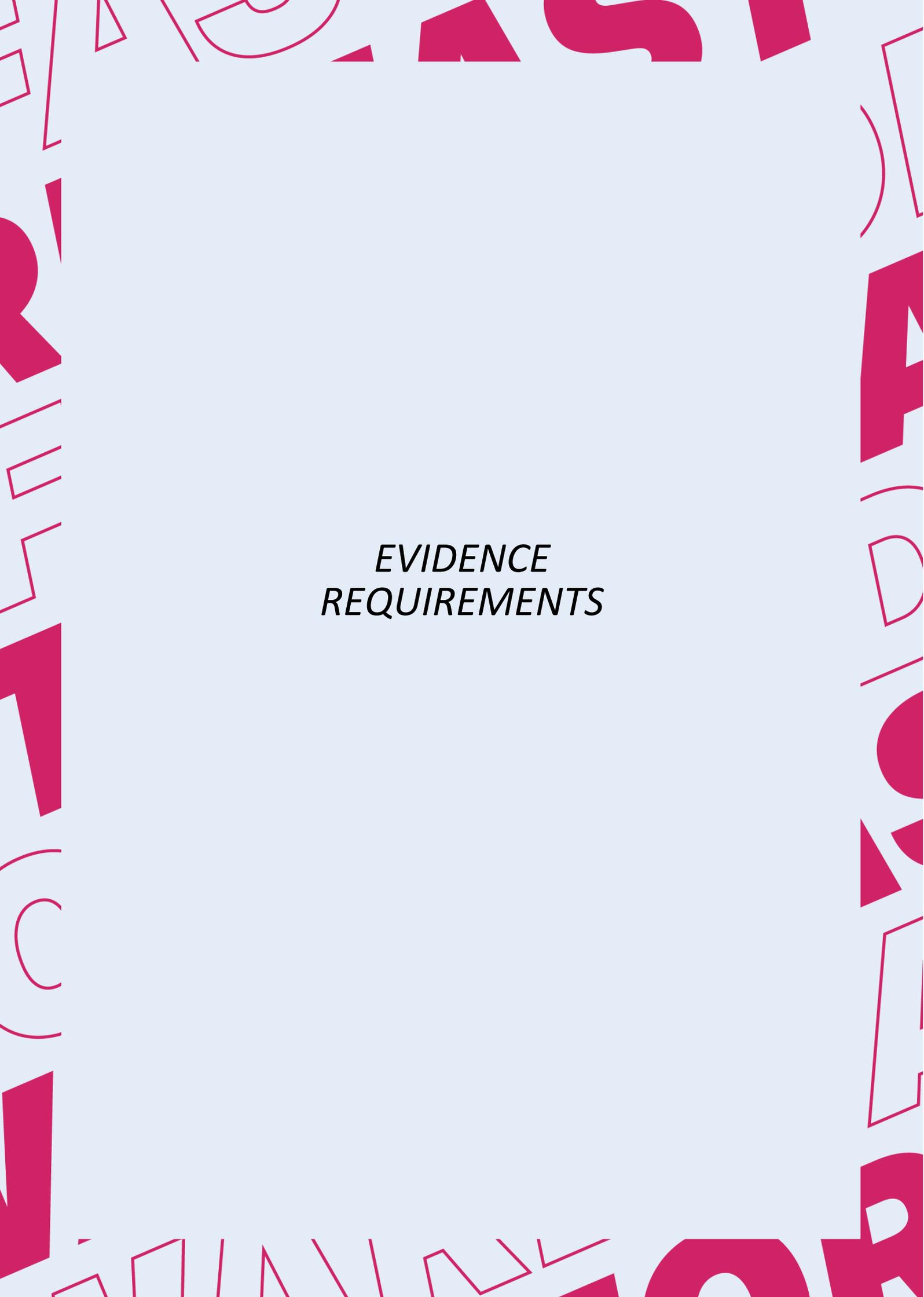
Non-compliance

- J26.** Non-compliance in this context is a failure by the Contractor to meet the requirements and performance measures set out in this JGW+ Programme Specification, as provided for under the terms and conditions of the Agreement and annual Programme Commission(s).
- J27.** In the event of non-compliance with the JGW+ Programme Specification the Contractor will receive notification of:
- The non-compliance and/or notification of unacceptable practices;

- Notification of the requirement to comply with the JGW+ Programme Specification, or the Agreement or the annual Programme Commission(s) within a specific time frame.

J28. Contractors may also be expected to demonstrate that a remedial action plan is in place to bring about improvement.

J29. Where a non-compliance incidence is not remedied by the Contractor or where the Contractor fails to effect timely remedial action/s this could result in the Welsh Government activating right to recover payment and/or the termination clauses and conditions (as provided for under the terms and conditions of the Agreement) (see Schedule 1 of the Agreement).

A decorative border composed of various red geometric shapes and letters, including squares, triangles, circles, and stylized characters like 'R', 'A', 'D', 'C', 'W', and 'P', arranged in a circular pattern around the central text.

*EVIDENCE
REQUIREMENTS*

K. EVIDENCE REQUIREMENTS

K1. In addition to the following requirements the Contractor must ensure that it also complies with funding evidence requirements (see FUNDING COMPLIANCE SECTION), or any such other funder requirements as notified by the Welsh Government from time to time.

Eligibility

K2. The eligibility of the young person must be established by the Contractor before the date when the Contractor starts the young person on the JGW+ Programme. Evidence to satisfy the JGW+ Programme requirements for eligibility must be obtained and held by the Contractor prior to, or shortly after the date when the Contractor starts the young person on the Programme – this evidence must be documented. For young people on the JGW+ Employment Strand, eligibility must be confirmed by the Contractor prior to the date when the young person starts their employment opportunity with the employer. The table below lists the evidence required to confirm a young person’s eligibility for the JGW+ Programme (see also PROGRAMME ELIGIBILITY REQUIREMENTS SECTION).

K3. This evidence will be used to satisfy the eligibility requirements for the JGW+ Programme where applicable (or such other or further information as required by any other fund accessed by the Welsh Government in relation to the Services).

K4. A young person is **not** eligible if they are already taking part in any other funded employment or enterprise Programme, or vocational learning Programme funded directly by the UK Government or the Welsh Ministers (unless prior written approval has been given by the Welsh Government which confirms that learning activities are not duplicated).

Eligibility Evidence	
Criteria	Example evidence*
Age	Birth Certificate. Driving Licence (full or provisional). Passport.
Employment Status	Authenticated self-declaration from the young person to confirm their employment status.

Eligibility Evidence	
Criteria	Example evidence*
Referral onto the Programme	Referral and the individual's Assessment and Referral Report.
Legal right to live in the UK	<p>(In addition to documents required to evidence age) Authenticated** declaration from participant (see section on residency Criteria) and the HMRC assigned National Insurance Number***.(Where a participant does not currently have an NI Number, then Contractors will now have up to 4 months (16 weeks) from start date within which an NI number must be recorded on the Post 16 DMS. The Post 16 DMS will mark participants as ineligible if their NI number is not known after 16 weeks or when they leave the Programme.)</p> <p>(For participants enrolled on Engagement Strand and attending 'Get Ready' for the summer period only, there is no requirement to record the NI number on the post 16 DMS (Contractors must make every effort to obtain evidence of NI number as required for programme eligibility and where this is not available obtain alternative evidence that supports the legal right to live in the UK). If participants continue on the programme beyond the summer period then contractors will have up to 16 weeks from the initial start date on Engagement Strand within which an NI number must be recorded.)</p>
Evidence of address	Authenticated** declaration from participant of home address, including postcode
Legal right to work in the UK must be verified by the employer before a participant starts any employment opportunity	<p>Employers themselves must undertake right to work checks by following the Home Office's guide to right to work checks (please see link provided below).</p> <p>Before a participant starts any employment opportunity (including wage subsidised employment and unpaid work placement and work trial opportunities) Contractors must have authenticated (signed and dated) confirmation from the employer that the employer has completed the right to work checks following the Home Office guide and this has established that the participant has the legal right to work in the UK.</p> <p>Home Office's guide to right to work checks - Right to work checks: an employer's guide - GOV.UK (www.gov.uk)</p> <p><u>So long as all other programme eligibility requirements are met, the above should not delay a participant's enrolment onto the Programme.</u></p>

**Further examples of acceptable evidence is referenced at ANNEX 12.*

Guidance on Assessing Participant Eligibility.

***For guidance on authenticity (see INFORMATION ASSURANCE SECTION).*

****evidence of the HMRC assigned National Insurance number must match National Insurance number entered on LLWR.*

Notification to the Young Person

- K5.** The Contractor must ensure the following Notification requirements are met and evidenced for young people once eligibility is established at the point of their referral onto the JGW+ Programme and before or on their Start Date.

Notification		
Criteria	Requirements	Evidence
Notification	<p>Give Notification to the young person and Working Wales in writing within 10 working days of the young person's referral by Working Wales, to:</p> <ul style="list-style-type: none"> - State their eligibility for entering the JGW+ Programme (See PROGRAMME ELIGIBILITY SECTION); - State the proposed date of the Pre-Start Meeting; - State the young person's anticipated Start Date on the JGW+ Programme and the applicable JGW+ Programme Strand; and - State the Young Persons' Terms and Conditions for entering the JGW+ Programme (see PROGRAMME DELIVERY REQUIREMENTS SECTION). <p>The young person Registration Form (template checklist is available by emailing AskJGWPlus@gov.wales) must be completed by the young person and the Contractor on the first day the young person attends the Programme.</p>	<p>Authenticated Notification letter / email to young person.</p> <p>Completed and authenticated Registration Form.</p>
OR Young Person is Ineligible	<p>Give Notification to the young person and Working Wales in writing within 10 working days of the young person's referral by Working Wales, to:</p> <ul style="list-style-type: none"> - State reasons the Contractor has found the young person to be ineligible for the JGW+ Programme. The Contractor must also state the evidence relied on to make this determination. 	<p>Authenticated Notification letter to young person.</p>

Delivery – New Starts

- K6.** The Contractor must ensure the following delivery requirements are met and evidenced for JGW+ Programme eligible new starts who have been referred onto the Programme.

Delivery – New Starts

Criteria	Requirements	Evidence
Pre-Start Meeting	<p>The Pre-Start Meeting must be held within 10 working days, from the date when Notification is given to the young person.</p> <p>The young person must start on the Programme (the Start Date) within 15 working days from the date when the Pre-Start Meeting takes place.</p> <p>The young person Starters Form (template checklist is available by emailing AskJGWPlus@gov.wales) must be completed by the young person and the Contactor within 15 working days of the date of the Pre-Start Meeting for the young person.</p> <p>Record a new start via data entry submitted to the Post 16 DMS within 20 working days of the young person's Start Date.</p>	<p>Date of Pre-Start Meeting.</p> <p>Diary schedules.</p> <p>Authenticated declaration of attendance and record of discussion.</p> <p>Authenticated Starters Form.</p> <p>Post 16 DMS data entry.</p>
GDPR compliance	The Welsh Government Privacy Notice (Post 16 DMS) communicated to the young person. (see also PERSONAL DATA AND GDPR SECTION).	Privacy Notice authenticated and dated by the young person.

Delivery – On Programme

- K7.** The Contractor must ensure the following delivery requirements for On Programme Delivery are met and evidenced for young people remaining active on the JGW+ Programme:

Delivery – On Programme

Criteria	Requirements	Evidence
Completed ILP	<p>A completed and agreed ILP must be in place within 20 working days of the Start Date for the young person on the JGW+ Programme.</p> <p>The ILP must address ARR identified barrier(s) preventing the young person from participating in further learning and/or progressing into employment.</p> <p>The ILP must be authenticated by the young person and the Contractor, and where appropriate, the learning coach and employer.</p>	<p>ILP authenticated and dated by the young person and the Contractor.</p> <p>WW ARR.</p> <p>Registration of qualification/s with relevant qualification awarding organisation, if applicable.</p>

Delivery – On Programme

Criteria	Requirements	Evidence
	<p>All JGW+ Programme activity undertaken by the young person must be planned and documented in the ILP for the young person.</p> <p>The learning/development activity must be commenced by the Contractor within 20 working days of the young person's Start Date (for Engagement and Advancement Strands).</p> <p>Where qualifications form part of the ILP, registration with the relevant awarding organisation/s must take place within 8 weeks of the young person's Start Date on the JGW+ Programme for at least one qualification set out in the young person's ILP.</p> <p>The Contractor must aim to find a supporting employer within 10 weeks or shortly thereafter of the young person's Start Date (for Employment Strand).</p>	
Completed (WEST) assessment	WEST assessment must be completed within 20 working days of the young person's Start Date on the JGW+ Programme.	WEST Assessment authenticated and dated by the young person and the Contractor.
Progress Reviews	<p>As a minimum, Progress Reviews where the Contractor reviews, agrees and updates the ILP must be held at least every 8 weeks.</p> <p>This measurement should be applied from the Start Date and thereafter from the date of the last review undertaken.</p>	<p>Updated ILP authenticated and dated by the young person and the Contractor.</p> <p>On-going monitoring of a young person's essential skills using the WEST.</p> <p>Authenticated record of GCH. (see ALLOCATIONS AND FUNDING SECTION).</p>
Attendance	Planned hours of attendance must be agreed with the young person and recorded in their ILP.	



Delivery – On Programme

Criteria	Requirements	Evidence
		<p>ILP authenticated and dated by the young person and the Contractor.</p> <p>Authenticated timesheets.</p> <p>Authenticated attendance records.</p> <p>These can be weekly or monthly but must directly correlate to any Training Allowance or wage subsidy paid.</p>
Intervention Delivered	<p>Must be planned and documented in the ILP for the young person.</p> <p>Must maintain a record for each young person on the JGW+ Programme their monthly and annual actual GCH for work-based GCH and centre-based GCH.</p>	<p>Authenticated ILP.</p> <p>Authenticated record of monthly Progress Review meeting.</p> <p>Description of activities undertaken.</p> <p>Dates of activities undertaken.</p> <p>Location of activities undertaken.</p> <p>Authenticated and dated attendance records (including hours spent).</p> <p>Authenticated declaration of activities completed.</p> <p>Authenticated record of GCH where applicable.</p>
*Coaching and personal support Provided	Must be planned and documented in the ILP for the young person.	<p>Authenticated Form.</p> <p>Authenticated record of monthly Progress Review meeting.</p>

Delivery – On Programme

Criteria	Requirements	Evidence
		<p>Description of support provided.</p> <p>Dates of support provided.</p> <p>Location of support provided.</p> <p>Authenticated and dated attendance records (including hours spent).</p> <p>Authenticated record of GCH where applicable.</p>
*Qualification delivery	<p>JGW+ Engagement and JGW+ Advancement Strand only.</p> <p>Must be planned and documented in the ILP for the young person.</p> <p>Must be a permitted qualification under the JGW+ Programme Strand. (see PROGRAMME STRANDS SECTION)</p>	<p>Authenticated Form.</p> <p>Authenticated record of monthly Progress Review meeting.</p> <p>Qualification number and title.</p> <p>Registration with awarding body.</p> <p>Certified copies of result/s and certificates as issued on achievement.</p> <p>Portfolio evidence.</p> <p>Exam dates.</p> <p>Date/s of achievement.</p> <p>Authenticated record of GCH where applicable.</p>
*Vocational or	JGW+ Engagement and JGW+ Advancement Strand only.	Authenticated ILP.



Delivery – On Programme

Criteria	Requirements	Evidence
employability skills	Must be planned and documented in the ILP for the young person.	<p>Authenticated record of monthly Progress Review meeting.</p> <p>Details of course/s undertaken.</p> <p>Certified copy of licence or certificate issued on achievement.</p> <p>Date/s of achievement.</p> <p>Authenticated record of GCH where applicable.</p>
*Work experience	<p>See also Evidence Requirements for Eligibility (paragraph K4) the legal right to work in the UK must be verified by the employer before a participant starts any employment opportunity.</p> <p>JGW+ Engagement and JGW+ Advancement Strand only.</p> <p>JGW+ Employment Strand, the Contractor is expected to make every effort to find a supporting employer within 10 weeks of the young persons' Start Date or shortly thereafter whilst continuing to deliver their ILP. In the young person's ILP the Contractor will be expected to identify suitable work trials of no longer than one day in length (per employer) in order to identify a supporting employer opportunity.</p> <p>Must be planned and documented in the ILP for the young person.</p> <p>Must comply with Work Experience Requirements. (see PROGRAMME DELIVERY REQUIREMENTS SECTION)</p>	<p>Authenticated ILP.</p> <p>Authenticated record of monthly Progress Review meeting.</p> <p>Authenticated Work Experience Form</p> <p>Details of work experience.</p> <p>Authenticated agreement for duration and contact.</p> <p>Dates of work experience.</p> <p>Location of work experience.</p> <p>Authenticated and dated attendance records (including hours spent) (by the Contractor and young person).</p> <p>Description of activities to be undertaken during placement.</p>



Delivery – On Programme		
Criteria	Requirements	Evidence
		Authenticated record of GCH where applicable.
*Work related preparation	Must be planned and documented in the ILP for the young person.	<p>Authenticated ILP.</p> <p>Record of GCH as applicable.</p> <p>Authenticated record of monthly Progress Review meeting.</p> <p>Description of activities undertaken.</p> <p>Dates of activities undertaken.</p> <p>Location of activities undertaken.</p> <p>Authenticated and dated attendance records (including hours spent).</p> <p>Authenticated declaration of activities completed.</p> <p>Authenticated record of GCH where applicable.</p>
*Employer wage subsidised activity	(See Wage Subsidised Employment in this Section).	

**These are example activities and support that could be delivered, this is not an exhaustive list.*

Wage Subsidised Employment – JGW+ Employment Strand

- K8.** The Contractor must ensure the following requirements are met and evidenced for all wage subsidised employment provided through the JGW+ Programme for

young people on the Employment Strand (See also WAGE SUBSIDIES UK SUBSIDY REQUIREMENTS SECTION).

K9. Any underspend or payment made in respect of non-compliant expenditure or payment found to be false or inaccurate will be recovered in full (See ALLOCATION AND FUNDING MECHANISM SECTION).

Wage Subsidised Employment		
Criteria	Requirements	Evidence
Level of subsidy	<p>The wage subsidy permissible for Employment of a young person will be equal to 50% of the agreed contracted hours (maximum of 40 hours per week) at National Minimum Wage (NMW) rate as appropriate for their age.</p> <p>This is for use on the hourly wage cost only and excludes other deductions (such as but not limited to National Insurance and Pension contributions).</p>	<p>Documented confirmation relating to the level of subsidy awarded at the permissible threshold for the JGW+ Employment Strand.</p>
Award of subsidy	<p>A wage subsidy is available to support the young person's employment for a maximum period of 26 weeks with contracted hours being fixed at the outset.</p> <p>The young person must be in receipt of a wage at or above the National Minimum Wage (NMW) rate as appropriate for their age.</p> <p>Must comply with the UK Subsidy Regime. (see WAGE SUBSIDIES UK SUBSIDY REQUIREMENTS SECTION)</p> <p>Must comply with Employer Criteria and Standards for Wage Subsidised Employment. (see PROGRAMME DELIVERY REQUIREMENTS SECTION)</p> <p>Contractors must confirm the number of employees and the private or third sector status of supporting employers. (See FUNDING COMPLIANCE SECTION)</p>	<p>For MFA - Copy of the Contractor's notification and recruiting enterprise's declaration to confirm the value of the award and that the MFA capacity has not been exceeded .</p> <p>For Welsh Government Support for Employment (Disabled / Disadvantaged Workers Scheme). Contractor's authenticated decision and evidence that the terms of the scheme have been met including that support provided is in accordance with the published definitions of a Disadvantaged/Disabled Worker.</p> <p>Wage Subsidised Employment – Supporting</p>

Wage Subsidised Employment

Criteria	Requirements	Evidence
		<p>Documentation. (see following paragraphs).</p> <p>Authenticated confirmation of the supporting employer's SME/Large firm and third or private sector status.</p>
Employer wage subsidised activity	<p>See also Evidence Requirements for Eligibility (paragraph K4) the legal right to work in the UK must be verified by the employer before a participant starts any employment opportunity.</p> <p>The Contractor must aim to find a supporting employer within 10 weeks or shortly thereafter of the young person's Start Date on the JGW+ Employment Strand.</p> <p>Must be planned and documented in the ILP for the young person. Must maintain a record for each young person on the JGW+ Programme their monthly and annual actual GCH for work based GCH.</p>	<p>Authenticated ILP.</p> <p>Authenticated Wage Subsidised Employment Form</p> <p>Authenticated record of monthly Progress Review meeting.</p> <p>Authenticated record of GCH where applicable. (see ALLOCATIONS AND FUNDING SECTION)</p>
Payment to the young person by the employer	<p>Payslips must meet HMRC requirements (as a minimum this should record gross and net amounts payable together with all fixed deductions and include sickness absences). It is not sufficient to hold evidence of the net amount paid to each young person.</p>	<p>Wage slips.</p> <p>BACS transactions and bank statements.</p>
Payment to the Employer by the Contractor	<p>Payments will only be reimbursed against evidence for actual payments made in respect of the young person's employment. For funding purposes young people must attend between 16 and 40 hours (including statutory breaks) in <u>any</u> 7-day period and the employer must declare from the outset of the young person's employment on the Programme the fixed number of hours of attendance per week. This must remain in place for the 26 weeks and once agreed cannot be changed. The data management system will cap payments at the value declared. The</p>	<p>Invoices/claims from the employer to the Contractor.</p> <p>BACS transactions and bank statements to show defrayment of costs being reimbursed.</p>



Wage Subsidised Employment		
Criteria	Requirements	Evidence
	Welsh Government will not reimburse costs where attendance is in excess of the number of contracted hours specified in the contract of employment and will only reimburse costs against the NMW.	
Last working day	There must be an attendance record authenticated by the young person and a representative of the employer confirming the last day attended. The young person must be removed from the JGW+ Programme Strand with effect from the last working day for which there is evidence of attendance (this includes when a young person stops attending work, completes the JGW+ Programme Strand or resigns).	Authenticated attendance record confirming the last day attended work.
Termination	If the employer for whatever reason decides to terminate the young person's contract before the end of the 26-week period, the employer must provide the Contractor with notice in writing of the intention to terminate the young people' employment contract and the reasons why.	Written notice of intention to terminate.

K10. The Contractor must also ensure the following supporting documentation requirements are met and evidenced for all wage subsidised employment provided through the JGW+ Programme for young people on the Employment Strand:

Wage Subsidised Employment – Supporting Documentation
Evidence employer is based in Wales
Evidence employer is from the private or third sector
Evidence that none of the Directors or members of the Management Board of the company have previously owned, been employed as a Director or member of a Management Board of any company that has been liquidated or made insolvent within the last 12-month period
Evidence the young person has not previously had a contract or employment with the employer
Evidence of health and safety appraisal, in accordance with the Welsh Government Health and Safety Code of Practice for contracted provision
Evidence to confirm validity of the Employer Liability Insurance
Evidence that the Employer has agreed to handle a young person's personal data relating to the JGW+ Programme in line with the General Data Protection Regulation 2018

Wage Subsidised Employment – Supporting Documentation

Evidence that the Employer is not currently working with another JGW+ Contractor on an existing Employment opportunity

Evidence that the Employer fully understands and is committed to using the Social Model of Disability to remove barriers which disadvantage disabled young people

Evidence that the employer is aware of the Fair Work Agenda

Evidence the job opportunity created is additional to the workforce

Evidence the job opportunity is sustainable:

- The employer has been trading for a minimum of six months.
- The job opportunity is not considered to be seasonal.
- The job opportunity has not been created to cover sickness or maternity leave.
- The job opportunity will not result in the displacement of any existing employees

Copy of young person's job description

Copy of young person's signed and dated contract of employment and if applicable evidence of any changes to employment contract made during the 26-week opportunity

Evidence to support National Minimum Wage is being paid to young people: i.e., payslips, Employer payroll records

Evidence of employer confirmation of expected duration of employment

Evidence of young person's attendance i.e., timesheets. With effect from 1 January 2024 attendance may be evidenced by timesheets and/or payslips. Where Contractors are relying on timesheets to evidence attendance on wage subsidised employment, these must in the first instance be authenticated (signed and dated) by the employer and the young person. In circumstances where the Contractor has been unable to get the employers signature, this should be documented with the timesheet and the timesheet should instead be authenticated by the Contractor and the young person.

Evidence that hours of attendance meet JGW+ Programme attendance requirements

Evidence to support the young person's last working day i.e., timesheets and/or payslips

Evidence of employer's payments to the young person i.e., wage slip

Evidence of the Contractor's payment to the Employer i.e., BACS payment, NI and pension contributions where applicable

Wage Subsidised Employment – Supporting Documentation

Evidence of young person’s sickness record

This should include any self-certification by the young person for periods of sickness absence up to 7 days. For sickness absences over 7 days a Med 3 (fit/unfit for work certificate) must be available. Contractors are required to report the number of sick days a young person takes on a monthly basis. The Welsh Government will not reimburse costs after the **26 weeks** of funding for wage subsidy has ended. Contractors should note that the Welsh Government will not reimburse costs relating to any sickness absence by the young person unless the employers’ usual terms and conditions pay the young person’s full rate of pay during these periods of absence (as identified in the young person’s contract of employment). The Welsh Government will not reimburse Statutory Sick Pay

Evidence to support the efforts made to contact the young person and/or the employer if they are unable to get hold of them within **5 working days** of an agreed Progress Review meeting

Evidence of letter / email sent to employers and/or young people where a monthly Progress Review meeting has not taken place

(Where applicable) Evidence from the employer of notice in writing of the intention to terminate the young person’s employment contract and the reasons why

Support Costs

- K11.** The Contractor must ensure the following requirements are met and evidenced for all support costs provided for non-employed young people on the JGW+ Programme.
- K12.** The Contractor will be required to submit Monthly Support Costs and Expenditure Declarations for young people’s support funding and to certify that any funding received for the purpose of this support has been spent in accordance with the requirements set out in this Programme Specification (see ALLOCATIONS AND FUNDING SECTION).
- K13.** The Contractor must ensure that they retain a list of the young people supported and the total amount allocated to each individual.
- K14.** Contractors must retain a record of all payments to the young person. This includes a receipt authenticated by the young person confirming the payment.
- K15.** Where young people are paid by BACS, an attendance record, authenticated by the young person to confirm attendance must be completed. This attendance

record may then be used as the basis to create a BACS payment. There will be no requirement for a receipt if the attendance record and the BACS printouts are held on file.

K16. For payments made by cash or cheque, a receipt authenticated by the young person confirming the payment must be held.

K17. Any underspend or payment made in respect of non-compliant expenditure or payment found to be false or inaccurate will be recovered in full (See ALLOCATION AND FUNDING MECHANISM SECTION).

Support Costs		
Criteria	Requirements	Evidence
Training Allowance	See TRAINING ALLOWANCE AND SUPPORT COSTS SECTION for rules and rates requirements.	Bank transactions and statements. Authenticated attendance records. For payments by cash or cheque, a receipt authenticated by the young person.
Travel and Accommodation Costs	See TRAINING ALLOWANCE AND SUPPORT COSTS SECTION for rules and rates requirements. For private transport the young person must state the details of the journey(s) and records should be maintained to evidence that mileage claims are only being made for journeys to and from the young person's home to the place of study and/or work experience.	Receipts, evidence of costs incurred, and costs paid out.
Childcare costs	See TRAINING ALLOWANCE AND SUPPORT COSTS SECTION for rules and rates requirements.	Authenticated Childcare Application Form.

Support Costs		
Criteria	Requirements	Evidence
	<p>Contractors are advised that payment should be made directly to the childcare contractor and that at no time should payment be made directly to the young person.</p>	<p>A copy of the child's birth certificate.</p> <p>Copy of the letter confirming child benefit entitlement or their Tax Credit Award Notification (TC602 (SN)).</p> <p>Care Inspectorate Wales Registration number of childcare contractor.</p> <p>Invoices submitted by the childcare contractor.</p> <p>Records/evidence of costs paid out to the childcare contractor.</p> <p>Number of hours, days and dates of childcare per week and the attendance records of the young person on the JGW+ Programme.</p> <p>Daily/weekly/monthly rate of childcare.</p>
<p>Additional Learning Support</p>	<p>See TRAINING ALLOWANCE AND SUPPORT COSTS SECTION for rules and rates requirements.</p> <p>Contractors may be requested, on an ad hoc basis, to submit relevant background information relating to ALS funding to Welsh Government in order to ensure that funding is being utilised in accordance with the requirements set out in the Programme Specification and this document.</p>	<p>Authenticated ILP recording dates when ILP is provided.</p> <p>Authenticated attendance records.</p> <p>Record of the number of hours per week the young person is supported must be detailed. If the number of hours of support per</p>

Support Costs		
Criteria	Requirements	Evidence
		<p>week is likely to vary during a Programme, please enter the average number of support hours per week. Record the duration of Programme in weeks.</p> <p>Record of the number of young people sharing the support. Contractors are encouraged to arrange for young people to share support where possible in order to achieve best value. Some young people, however, will require 1:1 support.</p> <p>Record of the hourly cost of support. Funding for human support relates only to direct contact time with the young person and does not include 'on-costs' (e.g., holiday pay, sick pay etc.).</p> <p>Receipts, Invoices evidence of costs incurred, and costs paid out.</p>

Destination Outcomes

- K18.** The Contractor must ensure destination outcomes for the JGW+ Programme are measured and evidence in accordance with the requirements set out at (Annex 4 Destination Guidance and Evidence Requirements).

K19. The Contractor must ensure the JGW+ **Destination Form** (template checklist is available by emailing AskJGWPlus@gov.wales) is completed and submitted to the Welsh Government to report all JGW+ Programme outcomes. Pursuant to this, there is now no requirement to submit a destination form.

K20. Action must be taken on the Post 16 DMS to record the destination data for the young person within 8 weeks of the actual leaving date.

Progression between JGW+ Programme Strands

K21. A young person progressing directly between JGW+ Programme Strands without a break is counted as a continuing young person, a new ARR is not required. The Contractor must ensure the following requirements are met and evidenced.

Progression between JGW+ Programme Strands		
Criteria	Requirements	Evidence
Eligibility	<p>Undertake JGW+ Programme eligibility checks if more than 3 weeks have elapsed between the end of the first Programme strand and the start of the next.</p> <p>Establish the young person meets the applicable criteria for the JGW+ Programme Strand (as set out in paragraphs B8, B14 and B19).</p>	<p>If applicable evidence (as required under Eligibility in this Section).</p> <p>Updated ILP.</p>
Updated ILP	<p>A young person progressing directly from Engagement to Advancement or Advancement to Employment is a continuing young person, and does not require a new ARR.</p> <p>Update the young person's ILP to include details of the new Programme strand (e.g., Start Date, expected duration etc.).</p> <p>Notify Working Wales of the change in JGW+ Programme Strands for the young person within 5 working days of the young person starting on the new JGW+ Strand.</p> <p>Set up a new record for the young person starting on the new JGW+ Strand on the Post 16</p>	<p>Updated ILP.</p> <p>Post 16 DMS data entry.</p>

Progression between JGW+ Programme Strands

Criteria	Requirements	Evidence
	DMS within 20 working days of the young person's Start Date.	

Transfer to a New Contractor

- K22.** Where necessary to transfer a young person from one Contractor (the outgoing Contractor) to another Contractor (the new Contractor), the outgoing Contractor must ensure the following requirements are met and evidenced. (see also PROGRAMME DELIVERY REQUIREMENTS SECTION).

Transfer to a New Contractor

Criteria	Requirements	Evidence
Acceptance of transfer	The sharing of data must be compliant with GDPR.	Documented reasons for transfer.
	The outgoing Contractor must keep the originals of all documents and data for their own records and for the purposes of retaining auditable records.	Formal acceptance of transfer authenticated by the outgoing Contractor, the new Contractor and the individual.

Unauthorised Absence/Dismissal

- K23.** The Contractor must ensure the following requirements are met and evidenced for unauthorised absence and/or termination (see also PROGRAMME DELIVERY REQUIREMENTS).

- K24.** Requirements for when a young person leaves must also be followed (as set out in Leaving the JGW+ Programme in this Section).

Unauthorised Absence/Dismissal

Criteria	Requirements	Evidence
Unauthorised absence	The Contractor must on the first working day of the unauthorised absence attempt to contact the	Dates contact was made.

Unauthorised Absence/Dismissal		
Criteria	Requirements	Evidence
	<p>young person to ascertain the reason for their absence.</p> <p>If the Contractor has been unable to contact the young person within 5 working days of the young person's unauthorised absence the Contractor must determine the best course of action. This may involve asking the young person to leave the JGW+ Programme or dismissing the young person from the JGW+ Programme.</p>	<p>Last recorded date of attendance.</p> <p>Updated ILP.</p>
Young person leaves without notice	ILP must be updated (see Leaving the JGW+ Programme in the PROGRAMME DEIVERY REQUIREMENTS SECTION).	As above.
Dismissal	As above.	As above.

Leaving the JGW+ Programme

- K25.** The Contractor must ensure the following requirements are met and evidenced when a young person leaves the JGW+ Programme.

Leaving the JGW+ Programme		
Criteria	Requirements	Evidence
Completing the JGW+ Programme	<p>When the young person is no longer undertaking an activity (or activities) under the JGW+ Programme, action must be taken on the Post 16 DMS to record that a young person has exited the JGW+ Programme and the outcome status on leaving. The Contractor must ensure the necessary data entry is submitted to the Post 16 DMS within 20 working days of the young person's last date on the JGW+ Programme.</p> <p>If the JGW+ Programme has been completed, (successfully or not) then the activity (or activities) should be closed with the last evidenced date of on programme activity (this may be different dates for different activities).</p>	<p>Post 16 DMS data entry.</p> <p>Notification to Working Wales.</p>

Leaving the JGW+ Programme		
Criteria	Requirements	Evidence
	Notification of young people leaving the Programme to Working Wales within 5 working days of the young person's last date on the JGW+ Programme.	
Leave Date	<p>The leave date should be the last date that there is evidence of the young person being 'on-programme' in conjunction with a Progress Review containing a forward plan authenticated by the young person within 8 weeks of this date.</p> <p>Where the young person was attending college on day or block release or in employment, attendance records from the college or employer may also be used to evidence the leave date. This leave date should be recorded on the ILP.</p> <p>If the young person is able to authenticate to confirm the leave date, this must be evidenced on the ILP.</p>	<p>Updated ILP (Authenticated)</p> <p>Authenticated record of last monthly Progress Review meeting.</p> <p>Authenticated timesheets.</p> <p>Authenticated attendance records.</p>
Young person leaves without notice	<p>If the young person has already left and is unable to authenticate to confirm the leave date then the ILP, identifying the last 'on-programme' date in conjunction with a review within 8 weeks of the leave date (containing a forward plan) will support the date. Where the young person was attending college on day or block release or in employment, attendance records from the college or employer may also be used to support the leave date.</p>	<p>Updated ILP recording the last Progress Review authenticated and dated.</p> <p>Authenticated timesheets.</p> <p>Authenticated attendance records.</p>

Payments

- K26.** Monthly payment to the Contractor will be made up of an Induction Payment and a Monthly Delivery Payment for all young people on the JGW+ Programme at any point during the calendar month (see DATA AND PAYMENTS CONDITIONS SECTION and DATA MANAGEMENT AND SUBMISSION SECTIONS).

K27. To support Induction Payments the Contractor must ensure the requirements set out below are met and evidenced. Any payment found to be false or inaccurate will be recovered in full.

Requirements to support Induction Payments:

- Evidence must be held that the young person is eligible (as set out in Eligibility in this Section). (NB if eligibility is established in advance of commencement on the Programme, eligibility should be re-confirmed on Start Date as circumstances can and do change).
- Evidence must be held to support the Notification to the Young Person (as set out in Notification to the Young Person in this Section).
- A Working Wales completed ARR.
- New Start data must be fully recorded on the Post 16 DMS. Fully completed data collection forms (or similar) that include all data items from the Post 16 DMS authenticated by the young person and Contractor.
- Evidence to support the young person's start on the JGW+ Programme (as set out in Delivery – New Starts in this Section). A completed ILP (or a partially completed ILP is acceptable if within **20 working days** of the Start Date) and a forward plan of learning to the date of the first review will evidence the monthly payment(s) until the planned date of the first review.

K28. To support Monthly Delivery Payments the Contractor must ensure the requirements set out below are met and evidenced. Any payment found to be false or inaccurate will be recovered in full.

Requirements to support Monthly Delivery Payments:

Reporting Estimated and Actual Guided Contact Hours

- Action must be taken on the Post 16 DMS to record the young person's estimated GCH. The Contractor must ensure the necessary data entry is submitted to the Post 16 DMS within **20 working days** of completing the young person's ILP following their commencement on the JGW+ Programme.
- Once the young person completes a JGW+ Programme Strand, the actual cumulative total of GCH evidenced within the centre-based and work-based must be submitted to the Post 16 DMS. The Contractor will be required to submit this information within **4 weeks** of the date when the young person completes the JGW+ Programme Strand or leaves the JGW+ Programme.

Monthly Delivery

- A Progress Review that took place in the month (demonstrating progress made since last review), authenticated by the young person and Contractor (and employer if applicable); OR
- If a payment month falls between two reviews, then the evidence to support the payment will be a fully completed review in the month before and a fully completed review within **8 weeks** of the previous review.
- Requirements for undertaking Progress Reviews must be followed (as set out in ON PROGRAMME PROCESS SECTION).
- Evidence to support the young person's ongoing attendance on the JGW+ Programme (as set out in Delivery – On Programme in this Section).
- Evidence to support the young person's ongoing activity on the JGW+ Programme (as set out in Delivery – On Programme in this Section).
- Evidence that the Contractor is paying the Training Allowance (as set out in Support Costs in this Section)(Engagement and Advancement Strands); OR
- Evidence that the Contractor is arranging and paying the wage subsidy (as set out in Wage Subsidised Employment in this Section)(Employment Strand); OR
- If in the period prior to the young person taking up a wage subsidised employment placement, evidence that the Contractor is engaging the young person in work trials (1 day per trial) (Employment Strand).



Attainment Data

Outcome/attainment data must be recorded on the Post 16 DMS within **8 weeks** of the actual leaving date and must be evidenced by:

- A copy of the qualification certificate (authenticated as a true copy), or
- The results list from the awarding body.

The qualification certificate or the results list should, as a minimum, include:

- The young person's name.
- The name of the approved qualification.
- The level of approved qualification.
- The date the attainment was gained.

Internal Verification reports are not acceptable as evidence to support Attainments.

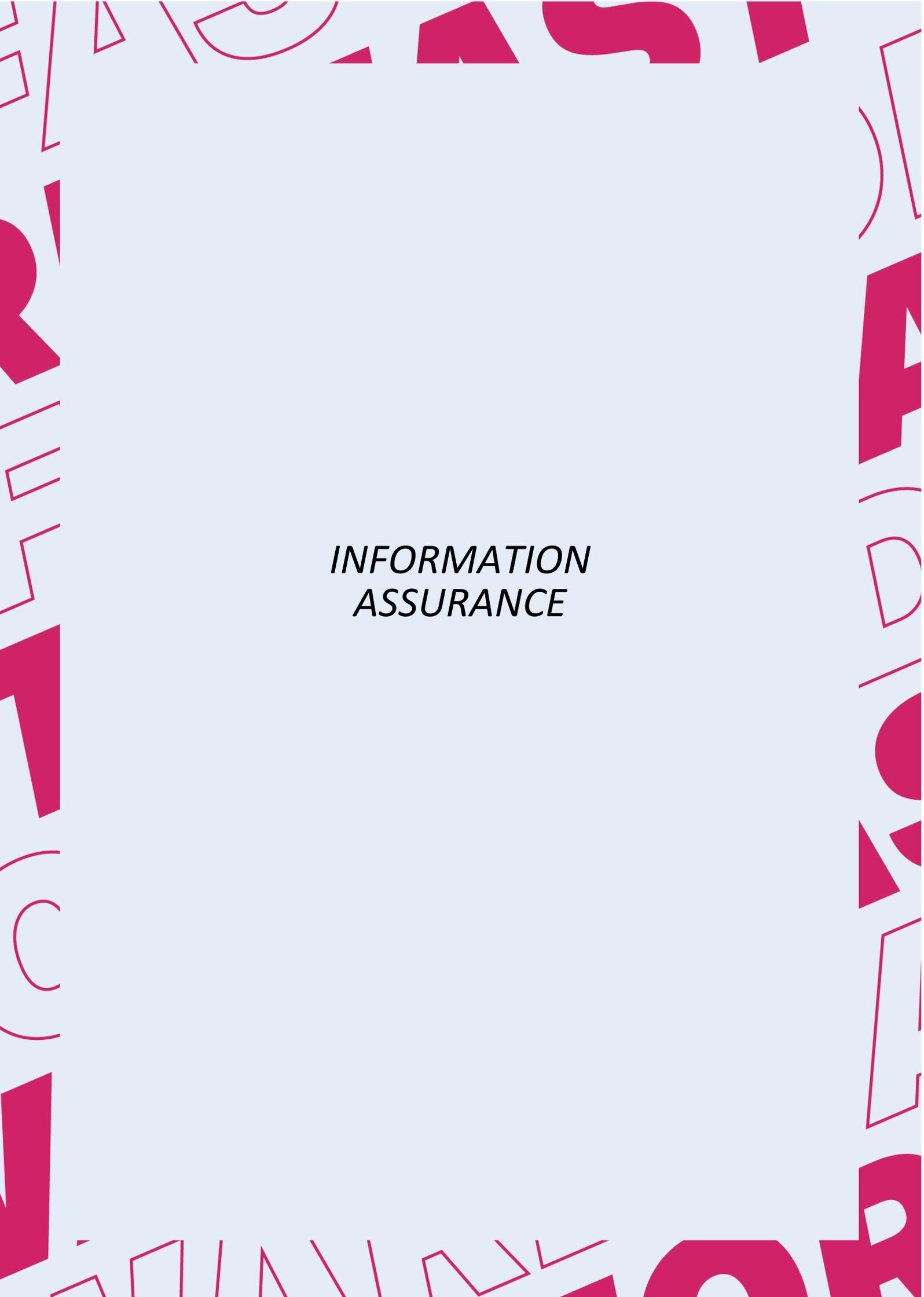
Leavers Data

- Leaver's data must be recorded on the Post 16 DMS and evidenced (as set out in Leaving the JGW+ Programme in this Section).

Destination Data

- Destination data must be recorded on the Post 16 DMS and evidenced (as set out in Destination Outcomes in this Section).



A decorative border composed of various red geometric shapes and letters, including squares, triangles, circles, and stylized characters like 'R', 'A', 'D', 'C', 'V', and 'P', arranged in a circular pattern around the central text.

*INFORMATION
ASSURANCE*

L. INFORMATION ASSURANCE

- L1. The Contractor must comply with all information assurance requirements outlined within this Programme Specification. Welsh Ministers require Contractors to operate digitally.
- L2. The Contractor must also comply with Information Assurance and Audit Requirements as referenced at ANNEX 12.
- L3. The Contractor is responsible for ensuring that their sub-contractors and consortium members comply with the information assurance requirements as specified below.

Accepted Security Standards

- L4. The Contractor must demonstrate accreditation with Cyber Essentials Plus prior to award of the Agreement and first annual Programme Commission. Pursuant to this, Contractors now must demonstrate accreditation with Cyber Essentials Plus **or** ISO27001 certification providing it has been carried out by an independent ISO27001 accredited organisation.
- L5. The Information Assurance for Small and Medium Enterprises (IASME) standard (as a management standard for information security) may be used by any sub-contractor or consortium member which:
 - Is an independent business, managed by its owner or part-owners and having a small market share, and either;
 - Has 9 or fewer employees, or
 - Is responsible for 25 or fewer young people at any one time.
- L6. The criteria for IASME attempt to minimise the impact of gaining and maintaining compliance with a security standard and to minimise the amount of young people's data potentially at risk.
- L7. Compliance with IASME instead of Cyber Essentials Plus must be agreed with the Contractor and with the Welsh Government and must demonstrably ensure that all information processed under the Contract is authentic.
- L8. Sub-contractors, typically small sub-contractors, may use the Information Security Management System and management information system

implemented by their parent Contractor to minimise the overhead of achieving compliance with an accepted standard.

L9. All security standards must be current throughout the operation of the commission.

L10. Further information has been provided (in the SECURITY SECTION and the PERSONAL DATA AND GDPR SECTION).

Paperless – Digital Only Operation

L11. Contractors, their sub-contractors and consortium members, must demonstrate:

-
- That all data, information and evidence required by the Programme Specification and guidance are held digitally, are authentic and can be accessed by Welsh Government, WEFO and the EC when needed for inspection, investigation, verification or audit.

L12. The Welsh Government recognises that in exceptional circumstances the collection of new paper records may be necessary (for example, lack of Wi-Fi access; an employer's security protocols). Such circumstances must be recorded within the Contractor's procedures. Paper records must be uploaded into digital format at the earliest opportunity (at least weekly) and the record held thereafter in digital form. Original paper records must be disposed of securely.

Cyber Essentials Plus

L13. A Cyber Essentials Plus (CESPlus) certificate is a mandatory requirement for all contracts through which Welsh Government information is processed by a Contractor. Please note that the certification is time bound and must be refreshed prior to annual expiry. Pursuant to this, Contractors now must demonstrate accreditation with Cyber Essentials Plus **or** ISO27001 certification providing it has been carried out by an independent ISO27001 accredited organisation.

L14. Should a Contractor fail to retain Cyber Essential Plus or ISO27001 at any point during the Agreement Term the Welsh Government Contract Manager must be immediately notified.

Passwords

- L15.** Where passwords are used to protect assets, they must meet National Cyber Security Centre (NCSC) guidance and in particular must:
- Be created and managed in ways that are consistent with National Cyber Security Centre (NCSC) Guidance.
 - Be protected to the same extent as the information which they are intended to protect.
 - Never be shared.
 - Be changeable by the user in a way that prevents repetition of or variations of previous passwords.
- L16.** Shorter and less complex passwords, for example four-digit PIN codes, are not acceptable.
- L17.** Contractors should consider the use of two factor authentication for sensitive operations to minimise the impact of password compromise.

Encryption

- L18.** All digital information and data must be encrypted in transit. Data at rest must comply with industry standards Structured Query Language (SQL) and Transparent Data Encryption (TDE) for data at rest on servers. In particular, personal or sensitive data being sent by email must be encrypted. The Welsh Government uses Objective Connect for secure emails.
- L19.** A request to provide information to the Welsh Government via Objective Connect (to be arranged by the Welsh Government) will be made periodically for audit purposes.
- L20.** This specification does not list products which provide adequate encryption. Contractors have the latitude to select products according to their business needs and may select products which comply with the standards when appropriately configured.
- L21.** Encryption must comply with the Federal Information Processing Standards (FIPS) 140-2 or the Advanced Encryption Standard (AES) 256 standards and

any passwords used to protect encrypted materials must comply with the requirement for passwords.

- L22.** Contractors should conform to any available National Cyber Security Centre (NCSC) guidance on product configuration. They should bear in mind that NCSC's guidance will state the classification of the information that may be processed once a product has been appropriately configured. A product configured for OFFICIAL must not be used for information of greater sensitivity.

Information Sharing

- L23.** Young people on the JGW+ Programme and employers must provide authenticated confirmation that they consent to their information being shared. This will be provided through the completion of a Privacy Notice, supplied by the Welsh Government that is compliant with the General Data Protection Regulations (GDPR).
- L24.** Further information on Personal Data has been provided (in the PERSONAL DATA AND GDPR SECTION).
- L25.** Information may be shared between the Welsh Government, Contractors, sub-contractors, consortium members, employers, and third-party organisations for evaluation and audit purposes and other organisations mentioned in this Programme Specification.
- L26.** Information may also be shared using online services (e.g., the Learning Records Service) to automate business processes (for example, acquiring evidence of a young person's highest qualification to show that they meet the eligibility criteria for joining a programme) provided that the terms and conditions of the service set out adequate arrangements for protecting the information being shared and the amount of information being shared is minimised.
- L27.** Contractors may wish to consider the Wales Accord on Sharing Personal Information (WASPI – www.waspi.org) as a tried and tested framework for information sharing protocols.

Use of Mobile Technology

- L28.** To avoid concerns about data protection when collecting data as images on laptops, mobile phones or tablets Contractors should note that:

- Contractors must retain evidence and to comply with the Programme Specification, guidance and relevant laws.
- In particular, the Welsh Government expects Contractors to comply with the security sections of this specification and the GDPR.

L29. Using images applies to ordinary digital cameras and those in laptops, mobile phones or tablets. With this in mind the Welsh Government expect:

- Contractor's staff would use devices issued by their employer for business use only (not their own mobile phones).
- Mobile devices are appropriately protected and managed.
- Photographs would be downloaded (and, if necessary, redacted) quickly and not left on phones.
- Photographs would be stored securely for the duration of the retention period.

L30. Contractors should devise and follow processes which comply with the points above and which work well for them. If necessary, Contractors should take their own professional advice.

Records Retention – General

L31. All records, whatever their medium, must be available for inspection, verification or audit until they have been properly disposed of at the end of their retention period (See also AUDIT SECTION).

L32. Contractors must report the location of all records to Welsh Government. The Welsh Government will conduct a survey of Contractors annually.

Records Retention – Duration

L33. All records, whatever their medium, including Assessment and Referral Reports, must be kept until Welsh Government notifies Contractors that the records may be disposed of.

L34. For Programmes starting in 2022 or later:

- The Programme will terminate as provided for under the terms and conditions of the Agreement and in the annual Programme Commission(s). The ability to submit claims for eligible expenditure then continues for 7 months for Contractors and for a further 12 months for Welsh Government.

- Records must not be destroyed until confirmation is received from the Welsh Ministers. For the JGW+ Programme all records whatever their medium must be retained by the Contractor until the Welsh Government notifies the Contractor that the records may be disposed of. On the basis of current legal obligations, the document retention period is for a period of 10 calendar years from the date of final eligible expenditure signifying expiry or termination of the Contract.
- Records must not be destroyed until confirmation is received from the Welsh Government. The specific date will be advised by Welsh Government which may be earlier or later than the expected retention period.
- The Welsh Government may still need to retain documents for a longer period if required by the applicable UK Subsidy Regime rules or if audits or investigations are underway and has been specifically advised to retain the audit trails until further notice.
- The actual date will be informed by WEFO. This means that WEFO will inform the Welsh Government, and the Welsh Government will inform Contractors. The Welsh Government will review retention protocols in light of leaving the EU.

L35. Contractors must follow a process for disposal that allows them to demonstrate that the records have been disposed of properly (for example, they could create and keep a certificate of destruction which lists the individual files destroyed).

L36. Records should not be kept forever; this means the dates given are “do not destroy before” dates.

Records Retention – What to Keep

L37. The Contractor must retain authenticated information sufficient to verify:

- Evidence of information on young people supported and of learning/activities undertaken, including achievements, outcomes and next destination of young people.
- Recruitment, training and review services and any other support provided to the young person by the Contractor.
- All information and data collected, stored and reported to the Welsh Government with respect to the requirements of this Programme Specification (and as provided for under the terms and conditions of the Agreement and annual Programme Commission(s)).

- Audit visits and corrective actions undertaken.
- Evidence as described in this Programme Specification (see EVIDENCE REQUIREMENTS SECTION).
- Delivery of each sub-contracting/consortium member arrangement including all information listed above.

L38. Contractors must note the following important points of detail:

- Where Contractors enter into either administration or liquidation, then at the Welsh Government's discretion, the Contractor is contractually bound to pass the relevant records on to the Welsh Government.
- WEFO and other ESF Auditors conduct quarterly audit reviews and will select samples from young people's records.

L39. Non-compliance with Welsh Government requirements outlined herein may result in recovery of sums paid.

Obsolescence – Digital Continuity

L40. Contractors must ensure that the information they hold on behalf of Welsh Government remains accessible and usable for the duration of its retention period.

L41. Contractors should bear in mind that the short period available to provide information which is required for audit (5 days) leaves little or no time for discovering and remedying any problems caused by holding information in formats that are no longer accessible.

L42. Contractors must ensure that any arrangements for digital continuity also preserve any data needed to demonstrate authenticity.

Contingency Planning and Disaster Recovery

L43. Contractors must have contingency plans in place for JGW+ information management and processing. They must be able to demonstrate that these are effective by providing records which show that the plans have been exercised.

L44. The plans must explicitly cover the loss of a sub-contractor or consortium member.

Data Loss

- L45.** Contractors must report security incidents affecting or likely to affect data processed under the Contract to the Welsh Government immediately as soon as becoming aware of the incident. Contractors may use Objective Connect as a secure means of exchanging information about an incident. Contractors must cooperate with the Welsh Government and share information without undue delay.
- L46.** The Contractor must have systems in place to ensure that they are diligent with the personal data of young people. In situations where a young person is at risk of identity theft due to lost data or lost or misplaced paper records, the Contractor must encourage the young person to register with Credit Industry Fraud Avoidance Service (Cifas)⁸ the cost of which must be paid by the Contractor. Further, Contractors must ensure that the Information Commissioner's Office⁹ is notified promptly.

Authenticity

- L47.** The Programme Specification uses the term “authenticated” whenever there is a requirement to prove that information is:
- Of undisputed origin and not a copy i.e., genuine.
 - Based on facts i.e., accurate or reliable.
- L48.** This is usually for information which is needed for scrutiny, investigation or audit.
- L49.** Authenticity is partly about operating processes designed to guarantee authenticity and partly about gathering metadata which demonstrates that those processes (and only those processes) have taken place.
- L50.** Contractors must ensure that the information they process is demonstrably authentic.
- L51.** Contractors must ensure that any digital systems maintain accurate and reliable records. For example, if they record date, time, location or identity to help authenticate a record they should record the actual date, time, identity or location for the record's creation. When connectivity permits, the authenticating record

⁸ Credit Industry Fraud Avoidance Service (Cifas) is available online at: <https://www.cifas.org.uk/pr>

⁹ Information Commissioner's Office is available online at: <https://ico.org.uk/for-organisations/>



should be created at the same time as the record it authenticates, it should rarely be created later.

L52. For a standards-based approach, BS 10008:2014 and its three codes of practice¹⁰ set out a comprehensive approach to establishing and maintaining the authenticity of information well enough to satisfy the courts (referred to as “legal admissibility”).

L53. Common characteristics of authenticity for all media include:

- Clear links between each accounting record and its supporting documents.
- Tamper proof (or at least tamper evident with mechanisms to alert staff when tampering has occurred).
- Authorised deletion leaves a permanent record that deletion took place.
- Unauthorised deletion or replacement is prevented.
- Version controlled with the ability to see previous versions (subject to the need to redact information according to clear rules).
- Complies with GDPR.
- The process used to determine authenticity creates a record of each check and these records can be interrogated alongside the original data/evidence (e.g., a record showing that the system has authenticated the submitter of new claim data by making them login using a user id and password that are subject to agreed policies and procedures).
- The processes used to acquire data and metadata are reliable and repeatable.

L54. For digital data and metadata these also include:

- Data originated in an external system that is accepted as authoritative (e.g., GOV.UK Verify, Learning Records Service (LRS), Careers Wales).

¹⁰ The codes of practice are BSI BIP 0008-1, -2, -3

- Data entered into the system by an individual who is trusted and has previously been authenticated by someone else who has already been authorised.
- Data protected in transit by strong encryption to at least FIPS 140-2.
- Computer to computer data transfers ensure that both computers are what they claim to be by exchanging and checking digital certificates (X.509).
- Person to computer exchanges use known login using ID issued by system manager and protected by password or two factor authentication (may need assurance for individual that they're logging into the right computer).

L55. On paper they also include:

- Recognisably what it's supposed to be because it complies with the specification for the type of document (e.g., that the document really is a UK Passport).
- Recognisably authenticated and dated by an individual that is already known and trusted.
- Copied in a way that's tamper proof (or at least tamper evident) (British Standard (BS)10008:2014).

Signatures

L56. Manuscript signatures in an electronic form (for example scanned images of manuscript signatures) are of little value in authenticating digital records and are therefore not accepted. They are too easily copied and abused. Modern digital systems offer far better approaches to authentication.

L57. There is a wide range of digital equivalents to “authenticated and dated”. These are developing quickly as technology advances. Records created following login with an individual ID and password are likely to be acceptable. For example, the record of a Progress Review is likely to be acceptable if the learner has had to login with their own ID and password in order to mark it as “agreed”.

L58. Practical methods which record additional data about an element of the young person's record – metadata – will be useful in establishing authenticity. For example, a solution which automatically records the date, time and location of a periodic Progress Review together with the assessor's ID and keeps these in an

unalterable form will be useful. The value of such controls may best be established as part of the risk assessment for the Contractor's Information and Security Information Management Systems (ISMS).

- L59.** For particularly significant records, Contractors may consider the use of two factor authentication. For example, the conclusion of learner sign up might require that the learner login to the Contractor's systems and enter a code sent to their mobile phone.
- L60.** Other examples can be found among common commercial sign up and password change mechanisms which involve an exchange of emails (validating the email address) and special web page links. Digital certificates are especially useful for authenticating exchanges of data between computer systems.

Preferred Media

- L61.** All media are acceptable, but choice of medium should bear in mind the preference for digital and for originals. The order of preference for the JGW+ Programme, from most preferred to least, is:
- Born digital (held in a system that meets accepted security standards).
 - Certified digital scans of original paper.

General Data Protection Regulation (GDPR)

- L62.** The Contractor must, as a matter of law, comply with the GDPR (see PERSONAL DATA AND GDPR SECTION).
- L63.** In order to comply with the terms and conditions of the Agreement, the Welsh Government requires the Contractor to supply individual participant information to validate the support given. The Welsh Government will become Data Controller for this information at the point at which it is provided.
- L64.** Contractors may also collect individual personal data for which the Contractor is solely responsible. For this information the Contractor is the Data Controller.
- L65.** Contractors must ensure that their employees understand the Contractor's data protection responsibilities and that any employees whose role involves contact with young people on the JGW+ Programme (especially those involved in registering) can explain the fair processing notice and how this complies with the GDPR.

Fair Processing

- L66.** The Welsh Government has developed a fair processing notice (known as the privacy notice)¹¹ which covers its role as a data controller and the Contractor's role as data controller. This Privacy Notice authenticated and dated by the young person is mandatory for each young person supported by the Welsh Government.

Adequate, Relevant, Not Excessive

- L67.** Contractors are expected to exercise care when deciding what data to collect and share, particularly when making copies of key personal documents (for example, as evidence of eligibility). In particular, they must take care to comply with article 5 of the GDPR which require that all personal data being processed is adequate, relevant and not excessive for the purpose for which they are being processed.
- L68.** When source documents contain more information than needed Contractors must ensure that any excess information is redacted effectively.
- L69.** The eligibility evidence requirements (see EVIDENCE REQUIREMENTS SECTION) set out the eligibility checks to be completed and documented for each participant, describe the forms of evidence that are acceptable and the reason for collecting the evidence.
- L70.** For example, a participant is eligible if they have the legal right to live and work in the UK. For this, Contractors might examine a young person's passport and make a copy of it which they retain.
- L71.** This allows Contractors to demonstrate that they have complied with the rules on eligibility. However, Contractors must also comply with the GDPR which says that the data you collect and keep must be "adequate, relevant and not excessive". This means that you must copy enough information but no more. To be useful evidence, your copy must clearly show:

- What the document is and that it is genuine;

¹¹ Welsh Government Privacy Notice is available online at: <https://gov.wales/lifelong-learning-wales-record-privacy-notice>

- The identity of the young person;
- The details that demonstrate eligibility.

L72. For example, if a young person's passport is used to evidence right to live and work, only the relevant pages should be copied. The young person's date of birth, gender and place of birth must be omitted. If, however, the Contractor also requires evidence of the participant's date of birth, this information could also be copied and there would be no need to obtain a birth certificate.

L73. The same approach to deciding what to retain applies to all other forms of evidence.

L74. Contractors should not retain un-redacted data, where the data has been or should be redacted.

Contractor Responsibilities and the Management of Delivery Partner Risks

L75. It is the responsibility of the Contractor to ensure the requirements in the Programme Specification are met by all sub-contractors and consortium members. It is also the responsibility of the Contractor to ensure that all sub-contractors and consortium members adhere to the requirements contained in this Programme Specification.

L76. The Contractor must undertake a risk assessment when entering into a sub-contract arrangement. In all instances where a sub-contract relationship exists, the Contractor must enter into formal agreements with the sub-contractor.

AUDIT

M. AUDIT

Internal Control Systems

- M1.** Contractors must put in place internal control systems to ensure that the data submitted to the Post 16 DMS are:
- Accurate.
 - Compliant with the requirements of funding as provided for in this Programme Specification and in the terms and conditions of the Agreement.
 - Supported by the requisite documentary evidence as provided for in this Programme Specification and in the terms and conditions of the Agreement and which must be maintained as part of a clear audit trail.

Audit by Welsh Government

- M2.** All Contractors awarded the Agreement and annual Programme Commission(s) will be subject to audit by the Welsh Government.
- M3.** Guidance on the evidence requirements to support funding and payment is set out in EVIDENCE REQUIREMENTS SECTION.
- M4.** Where audit by the Welsh Government identifies significant weaknesses in the control environment, Welsh Government reserves the right to require the Contractor to appoint and finance an external auditor. The external auditor must be a registered auditor. The external auditor will be required to perform testing in line with the Welsh European Funding Office (WEFO) audit certification instruction guidance for the 2014-20 Structural Fund Programmes.
- M5.** Where Contractors are required to appoint and fund an external audit due to significant issues being identified, Welsh Government will require access to the external auditor to:
- Establish scope and objectives of the work;
 - Obtain assurance on the quality and consistency of work being undertaken;

- Obtain assurance on the adequacy of report findings.

Non-Compliance

- M6.** Where non-compliance with payment conditions is identified, sums paid to the Contractor will be recovered, without prejudice to any other rights and remedies available to the Welsh Ministers.
- M7.** Where the non-compliance is found to be material, or of a systemic nature, in addition to the foregoing, the Contractor may be required to undertake a 'self-audit' to establish the full extent of non-compliance and any recovery due. Welsh Government will review and test the findings of the self-audit.

Auditors

- M8.** Contractors will be subject to audit reviews conducted by the following:
- The Wales Audit Office;
 - The Welsh Government's internal audit service;
 - The Welsh European Funding Office;
 - The European Court of Auditors;
 - The European Commission;
 - Other external auditors as deemed appropriate and notified in writing by the Welsh Ministers.
- M9.** The Contractor must ensure that records requested for audit are provided to Welsh Government in no more than 5 working days following the request. The Contractor should ensure that their records management arrangements are sufficiently robust to be able to submit the selected records to Welsh Government within this timescale.

Audit Arrangements

- M10.** Contractors are reminded that they must maintain records of the support provided to the young person and that funding expenditure must be supported by original documentation. The Contractor must retain an audit trail of evidence of costs incurred until notified by the Welsh Government.

- M11.** Contractors are required to submit details of actual expenditure on support costs and wage subsidies, which will be subject to review by Welsh Government. Any underspend or non-compliant expenditure or false or inaccurate payments will be recovered in full.
- M12.** To support the monthly delivery payment the Contractor must ensure the Programme requirements are met and evidenced. Any payment found to be false or inaccurate will be recovered in full.
- M13.** The evidence requirements for funding and payment are detailed (in the EVIDENCE REQUIREMENTS SECTION).

Audit of Positive Measurable Progressions

- M14.** The Post 16 DMS information and supporting evidence (including the young person JGW+ Destination form) will be included in reviews undertaken by the Welsh Government audit.
- M15.** Welsh Government may issue guidance on the minimum standards to ensure evidence is authentic and robust and this guidance may change from time to time.

N. DATA MANAGEMENT AND SUBMISSION

- N1.** The Post 16 Data Management Principles provide clear and concise data submission guidance for the JGW+ Programme delivery.
- N2.** The Post 16 Data Management Principles can be found under the “Documents” section of the Post 16 Portal¹².
- N3.** The document is updated annually and sets out what is expected from Contractors in respect of:
- Accuracy – to ensure data is submitted to the Post 16 DMS in the correct format as set out in the support manual. To be correct, a data value must be the right value and must be represented in a consistent and unambiguous form.
 - Timeliness – to ensure data is submitted to the Post 16 DMS within the expected timeframe.
 - Integrity – to ensure that the submission and management of data is a true reflection of the activity delivered and the outcomes achieved by participants.
 - Completeness – to ensure all relevant data sets have been submitted to the Post 16 DMS.
 - Consistency – to ensure values are consistent across all datasets.
- N4.** The Welsh Government reserves the right to publish provider level information in relation to the Contract on an annual basis. This will include (but not be limited to): Contract Values, JGW+ numbers (starts and on-programme) disaggregated as required and attainment and Programme outcomes.

¹² Post 16 Portal is available online at: <https://post16-portal-service.gov.wales/login>

A decorative border composed of various red geometric shapes and letters, including triangles, squares, circles, and stylized characters like 'R', 'A', 'D', 'C', and 'P', arranged in a circular pattern around the central text.

*DATA AND PAYMENT
CONDITIONS*

O. DATA AND PAYMENT CONDITIONS

Funding Requirements

- O1.** All documentation must comply with funding requirements (including publicity requirements) as set out (in the FUNDING COMPLIANCE SECTION and the MARKETING AND COMMUNICATIONS SECTION) and in the European Funding Manual¹³.

Post 16 Data Management System (DMS)

- O2.** The Contractor must submit information to the Welsh Government at least monthly on all young people, their programmes, activities and awards under the JGW+ Programme by means of the **Post 16 DMS using the on-line data collection system**¹⁴. Particular attention must be given to the **Post 16 DMS User Support Manual**¹⁵, which also sets out requirements relating to data protection.
- O3.** For payment purposes it is necessary that data be submitted at least monthly and accompanied by a verification form issued by the Welsh Government. A copy of the **Provider Verification Form** guidance and template spreadsheet can be found at: [Provider Verification Form Guidance and Template Spreadsheet](#) (this document is available from the Post 16 Portal (accessed through the Education Portal Service) and requires a user account to log in).
- O4.** The Contractor must, within the Post 16 DMS, identify all organisations delivering activities under the JGW+ Programme on its behalf. This includes, but is not restricted to, sub-contractors and consortium members.
- O5.** In addition to the requirements above, the Contractor must put in place an effective system of internal control to ensure:

<https://gov.wales/eu-structural-funds-2014-2020-compliance-and-eligibility-guidance>

¹⁴ Post 16 Portal is available online at: <https://post16-portal-service.gov.wales/login>

¹⁵ Lifelong Learning Wales (Post 16 DMS) Record User Support Manual is available online at: <https://gov.wales/further-higher-education-data-collections>

- The requirements as provided for in this Programme Specification and in the terms and conditions of the Agreement are met before recording a young person as starting on a Programme via the Post 16 DMS;
- The requirements set out in this Programme Specification in respect of recording young people's absences or those leaving the JGW+ Programme are complied with, and such matters are correctly and accurately recorded via the Post 16 DMS, on a timely basis as specified in this document, or if not specified, no later than a month after this occurs;
- The requirements set out in this Programme Specification and supporting guidance in respect of recording young people's outcomes are satisfied prior to recording their outcome in the Post 16 DMS;
- All data submitted to the Post 16 DMS is complete, accurate and timely. Requiring the following data submission and reconciliation guidance to be followed:
 - Post 16 Data Management Principles;
 - Post 16 DMS User Support Manual;
 - Data Submission Guidance;
 - Contractor Verification Guidance.

These documents are available from the Post 16 Portal (accessed through the Education Portal Service) and requires a user account to log in.

- O6.** Should significant problems be identified during either this process or through audit visits, the Welsh Government may require a Contractor to submit copies of documentation to support the Post 16 DMS data before payment is released. The Welsh Government may also withhold any future payments pending the submission of satisfactory supporting documents.

Overlaps

- O7.** Where a young person is recorded on the Post 16 DMS as being with more than one Contractor at the same time, this will cause an overlap in learning which will result in the following:
- All funding for the learning delivery of JGW+ Programme provision by the first Contractor will be recovered from the beginning of the annual Programme Commission year (where applicable). This will be re-funded, if

applicable, once the overlap has been corrected. No funding will be paid to the second Contractor; and

- Funding relating to the JGW+ Programme will not be made to any of the Contractors concerned until the overlap is resolved.

O8.

To resolve overlaps:

- Contractor(s) should check Post 16 DMS each month and access information on the monthly fundable overview report which will provide the following information: Contractors involved in the overlap; programme and conflicting Start/End Dates;
- Contractors should liaise and agree a course of action that resolves the overlap. This usually involves amending Start and/or end dates. The Contractor should ensure that any revised date is evidenced;
- Contractors are reminded that termination dates recorded must be accurate and should incorporate supporting evidence;
- Contractors are also reminded that a key eligibility requirement is confirmation that the young person is not already taking part in any other employment, learning or enterprise programme funded directly by the UK Government or the Welsh Government;
- Contractors should, wherever possible, resolve the overlap directly with the other Contractor. It is expected that the Welsh Government will only intervene as a last resort at the request of the Contractor(s) concerned;
- If the Welsh Government is required to intervene, please refer to AskJGWPlus@gov.wales. Resolution may also involve referral to Post 16 DMS team;
- Based on the information/data gathered, a decision will be made as to the most appropriate course of action required to resolve the external overlap. The Contractor(s) be required to implement the action stipulated. This is likely to be the amendment of start/end dates, or any other course of action that can be reasonably requested to resolve the overlap;
- Failure to resolve and implement any recommendations made by the Welsh Government by month 12 of the annual Programme Commission year will result in a loss of funding for all parties involved.



Payment Conditions

- O9.** Programme delivery for JGW+ Programme will be funded monthly and will be determined using data recorded via the Post 16 DMS on-line data collection system.
- O10.** Payments will only be made for Programme activities delivered in line with the Contractor's Financial Schedule. Following verification of data, payments will be made retrospectively in relation to the recruitment of the young person to the Programme, the level of progress and the achievement of each young person against their programme of activity under the JGW+ Programme.
- O11.** Provided that the Contractor satisfies all relevant payment conditions, including evidence requirements, the Welsh Government will pay the Contractor no later than the 24th day of the calendar month that follows the data freeze date, for the cumulative activity. Payment is subject to the maximum stated in the Finance Schedules in the annual Programme Commission(s), as may be amended from time to time as provided for under the terms and conditions of the Agreement. Any net payment due will be paid electronically.
- O12.** The Contractor shall record all learner attainment and destination outcomes in the Post 16 DMS (see EVIDENCE REQUIREMENTS SECTION).

Change of Bank Details

- O13.** Where a Contractor wishes to notify the Welsh Government of a change of bank details, the Contractor should request a change of bank details via email to: payments.enquiries@gov.wales.
- O14.** When submitting these details, the Contractor should quote its G1 number. This number is contained at the top left-hand corner of the Contractor's remittance advice slips (e.g., G1/Sxxxxxxx).



A decorative border composed of various red geometric shapes and letters, including triangles, squares, circles, and stylized characters like 'R', 'A', 'D', 'C', 'W', and 'P', arranged in a circular pattern around the central text.

*CONSORTIA AND
COLLABORATIVE BIDS*

P. CONSORTIA AND COLLABORATIVE BIDS

- P1.** The Welsh Government welcomes collaborative bids. For further information on joint bidding, please see the Invitation to Tender and <https://gov.wales/joint-bidding-online-training-bidding-consortia>.
- P2.** For the purposes of this Programme Specification, if the Contractor is bidding as a Consortium it is required to designate a consortium lead. The 'lead Contractor' is able to 'sub-let' the delivery of its annual Programme Commission(s) to its consortium members. However, notwithstanding the lead Contractor's ultimate liability as set out in the paragraph below and in this SECTION generally, and for the avoidance of doubt, each and every Consortium member will be jointly and severally liable in accordance with the terms of the Agreement.
- P3.** Responsibility for compliance with this Programme Specification (along with the terms and conditions of the Agreement and the annual Programme Commission(s)) will be with the lead Contractor. Operating as a consortium will not relieve the lead Contractor from any of the obligations contained in this Programme Specification (or in the Agreement or in the annual Programme Commission(s)).
- P4.** The lead Contractor will need to satisfy the Welsh Ministers that it has appropriate systems and procedures in place to assess and manage the risk of using consortium members for any aspect of JGW+ Programme delivery. The lead Contractor must undertake appropriate risk assessments.
- P5.** The lead Contractor must ensure that its formal agreement with each consortium member replicates the requirements of the lead Contractor's own Agreement and annual Programme Commission(s) with the Welsh Ministers. As a minimum, the lead Contractor's agreement with each consortium member must also specify:
- The JGW+ Programme delivery for which each consortium member is responsible;
 - Arrangements for quality assurance and performance monitoring, including integration of each consortium member's activities into the lead Contractor's annual self-assessment cycle;

- Performance targets, including success and/or progression rates, in line with the Welsh Ministers Performance Thresholds for the JGW+ Programme outcomes;
- Requirements to comply with the Learning and Skills Act 2000 (as amended) so far as applicable, the Apprenticeship, Skills, Children and Learning Act 2009, and all other relevant statutory obligations, including, but not limited to those relating to, Health and Safety, Equality, National Minimum Wage, the Welsh Language, General Data Protection Regulations and the Protection of Children and Vulnerable Adults;
- Marketing and communication requirements imposed through the Programme Specification;
- Arrangements for the submission of accurate and timely data to the lead Contractor and other evidence required for the lead Contractor to fulfil its obligations in this Programme Specification (and Agreement and annual Programme Commission(s)) The Contractor remains responsible for all submission of data;
- Access to the young person records for the purposes of audit, and to reports from external bodies (such as external verification reports from awarding organisations);
- Management and audit processes to ensure that each consortium member complies fully with its obligations, which must replicate the requirements of the lead Contractor's own Agreement and annual Programme Commission(s) with the Welsh Ministers;
- That processes are in place to monitor the financial health of each consortium member.

P6. The lead Contractor must ensure that relevant information is communicated to each consortium member, including any changes to Programme requirements or new policy directives from the Welsh Ministers relevant to JGW+ Programme delivery.

P7. The lead Contractor must take action in the event of underperformance of any consortium member and must have procedures in place to investigate complaints about consortium members from young people, employers or other third parties.

P8. In the event of consortium member failure (for any reason) or withdrawal, the lead Contractor is responsible for ensuring that young people complete their

Programmes, and the Contractor must have contingency plans in place to ensure the continuity of learning, activities and support provided under the JGW+ Programme.

P9. The lead Contractor must maintain a list of all its consortium members and other deliverers of JGW+ Programme activities and make this available to the Welsh Government on request. The lead Contractor must record consortium members appropriately on the Post 16 DMS using the relevant fields (see Post 16 DMS data submission guidance in the DATA AND PAYMENT CONDITIONS SECTION).

P10. The lead Contractor must ensure that all staff, including all consortium members and those employed by sub-contractors, are aware of the requirement for practitioners (this includes trainers, assessors, learning coaches and mentors) to register with the Education Workforce Council, as from April 2017.

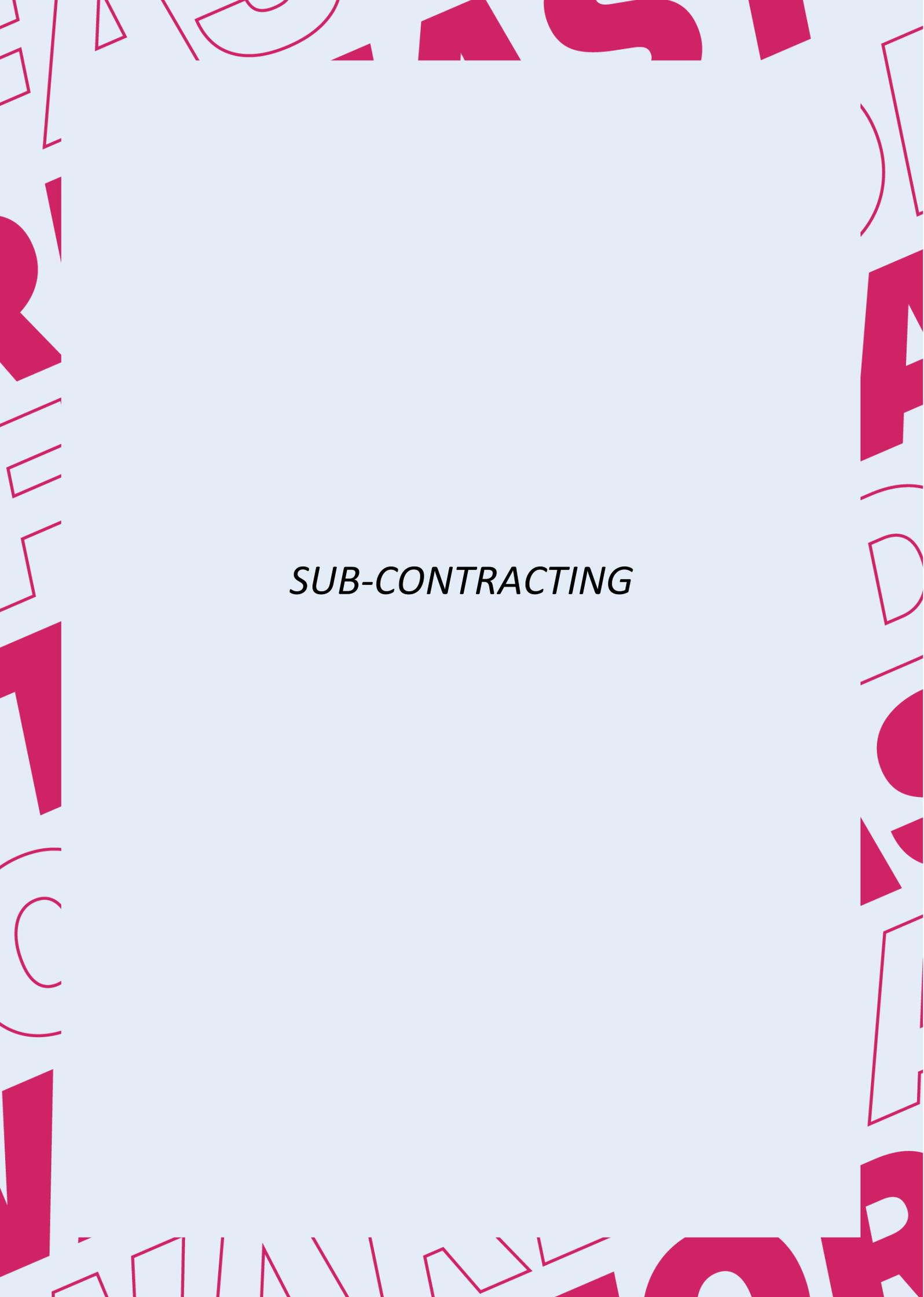
For more information please see:

<https://www.ewc.wales/site/index.php/en/registration/applying-for-registration.html>.

P11. It is the responsibility of the lead Contractor to ensure compliance with this Programme Specification (and the terms and conditions of the Agreement and with the annual Programme Commission(s)) by all consortium members and sub-contractors. It is also the responsibility of the lead Contractor to ensure that all consortia members and sub-contractors adhere to Funding Requirements.

P12. The lead Contractor must undertake a risk assessment to manage the risk of using consortium members and sub-contractors for any aspect of JGW+ Programme delivery.

P13. In all instances the lead Contractor must enter into formal agreements with each consortium member and sub-contractor. The agreement must comply with the provisions in this Section and replicate the terms and conditions of the lead Contractor's own Agreement and annual Programme Commission(s) with the Welsh Ministers.

A decorative border composed of various red geometric shapes and letters, including triangles, squares, and stylized characters, framing the central text.

SUB-CONTRACTING

Q. SUB-CONTRACTING

- Q1.** For the purposes of this Programme Specification, 'sub-contracting' applies to any direct delivery arrangements between the Contractor and any third-party organisation or person for any aspect of JGW+ Programme delivery not provided by the Contractor.
- Any reference to sub-contracting in this document assumes arrangements are in accordance with the conditions set out in the Invitation to Tender.
- Q2.** Where feasible, Contractors are expected to deliver provision to young people on the JGW+ Programme through an integrated approach by maximising provision already available in the marketplace, rather than duplicating provision available. Such delivery arrangements may include sub-contracts and should follow the Welsh Government Sub-contracting Best Practice Guide¹⁶.
- Q3.** A Contractor may only enter into a direct sub-contracting arrangement. A further tier of sub-contracting is not permitted.
- Q4.** To ensure transparency, Contractors must publish on their website a broad statement of the approach taken to sub-contracting including the level of fees charged. This should include all services that will be provided when doing so and how associated costs are determined.
- Q5.** In the first year of the Agreement and first annual Programme Commission the management fees charged should be determined by the Contractor. These charges will be reviewed by the Welsh Government prior to year two to help ensure maximum value for money for the JGW+ Programme.
- Q6.** Any reference to sub-contracting in this document assumes arrangements are in accordance with the conditions set out in the Invitation to Tender.
- Q7.** Responsibility for compliance with the requirements of this Programme Specification (along with the terms and conditions of the Agreement, and requirements of the annual Programme Commission(s)) will be with the Contractor. Delivery agreements or contracts agreed between the Contractor and sub-contractor will not relieve the Contractor from any of the obligations contained in these documents.

¹⁶ Welsh Government Sub-Contracting Best Practice Guide is available online at: <https://hwb.gov.wales/repository/discovery/resource/c7694616-f2d5-4f4e-8087-d895644342f7/en>



Q8. It is also the responsibility of the Contractor to ensure that all sub-contractors adhere to the Funding Requirements.

Prior to entering into any sub-contract for the delivery of the Services the Contractor must first satisfy the Welsh Ministers that it has appropriate systems and procedures in place to assess and manage the risk of using any sub-contractors for delivery of the Services or part thereof that the Contractor is required to provide to the Welsh Ministers under the terms and conditions of the Agreement and requirements of the annual Programme Commission. The Contractor must undertake a risk assessment when considering whether to sub-contract.

Q9. When preparing agreements to support the delivery of the Services the Contractor must ensure that the requirements of this Programme Specification (along with the terms and conditions of the Agreement and the requirements of the annual Programme Commission(s)) are appropriate to the role and responsibilities of the sub-contractor.

Q10. The Contractor must ensure that its relationship with the sub-contractor is formalised through a written contract which replicates the requirements of the Contractor's own Agreement and annual Programme Commission(s) with the Welsh Ministers. As a minimum, the Contractor's agreement with the sub-contractor must also specify:

- The aspect of JGW+ Programme delivery which the sub-contractor will be providing;
- Arrangements for quality assurance and performance monitoring, including integration of sub-contracted activities into the Contractor's annual self-assessment cycle;
- Performance targets, including success and/or progression rates, in line with the Welsh Ministers' Performance Thresholds for the JGW+ Programme outcomes;
- Requirements to comply with the Learning and Skills Act 2000 (as amended) so far as applicable, the Apprenticeship, Skills, Children and Learning Act 2009, and all other relevant statutory obligations, including, but not limited to those relating to, Health and Safety, Equality, National Minimum Wage, the Welsh Language, General Data Protection Regulations and the Protection of Children and Vulnerable Adults;



- Marketing and communication requirements imposed through the Programme Specification;
- Arrangements for the submission of accurate and timely data to the Contractor and other evidence required for the Contractor to fulfil its obligations in this Programme Specification (and in the terms and conditions of the Agreement and annual Programme Commission(s)). The Contractor remains responsible for all submission of data;
- Access to the young person records for the purposes of audit, and to reports from external bodies (such as external verification reports from awarding organisations);
- Management and audit processes to ensure that the sub-contractor complies fully with its obligations, which must replicate the requirements of the Contractor's own Agreement and annual Programme Commission(s) with the Welsh Ministers;
- That processes are in place to monitor the financial health of the sub-contractor.

Q11. The Contractor must ensure that relevant information is communicated to sub-contractors, including any changes to the Programme Specification and annual Programme Commissions or new policy directives from the Welsh Ministers relevant to JGW+ Programme delivery.

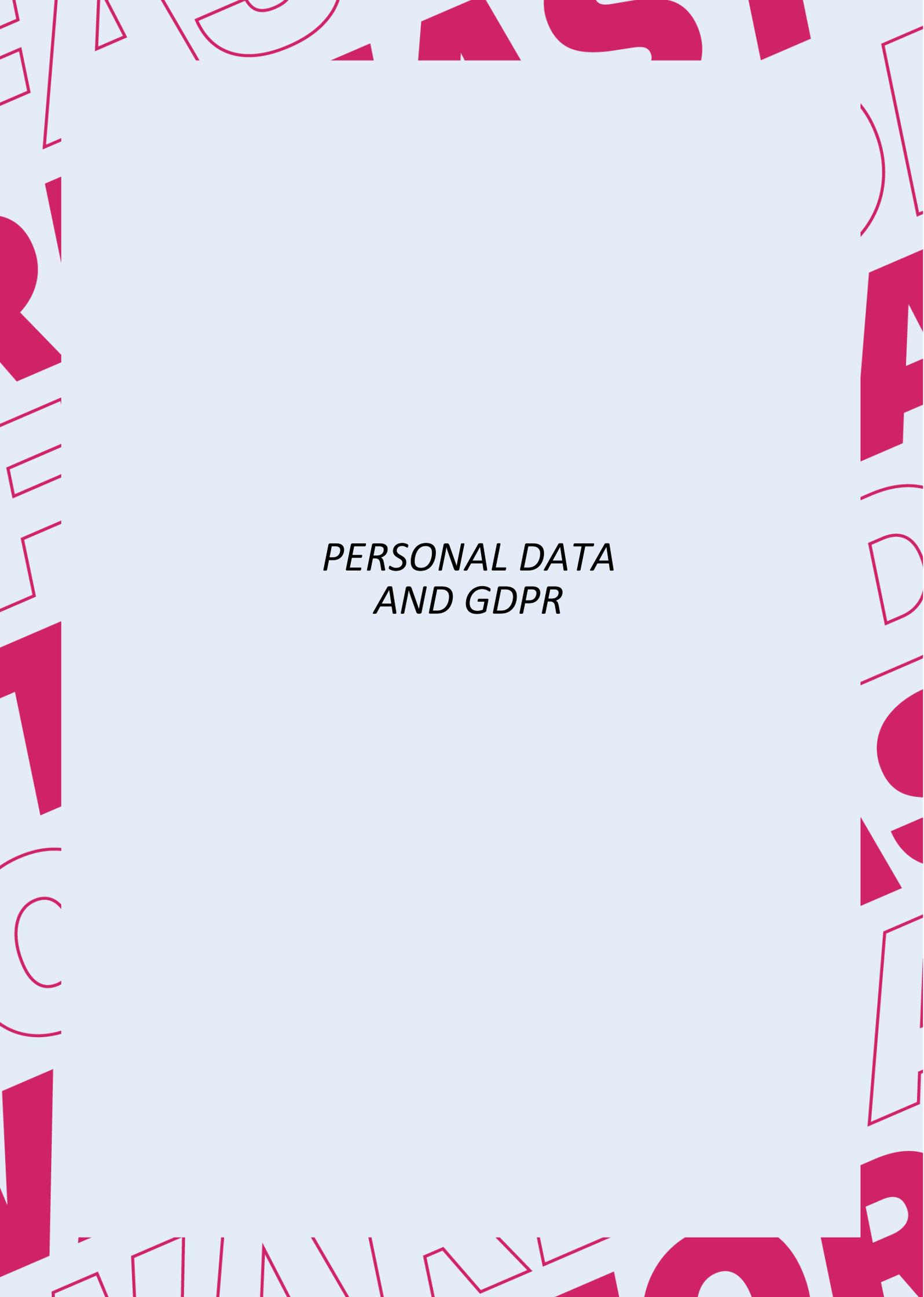
Q12. The Contractor must take action in the event of underperformance by a sub-contractor and must have procedures in place to investigate complaints about a sub-contractor from young people, employers or other third parties. Contractors must ensure action is taken within a timely manner.

Q13. In the event of sub-contractor failure (for any reason) or withdrawal, the Contractor is responsible for ensuring that young people complete their JGW+ ILP and the Contractor must have contingency plans in place to ensure the continuity of learning, activities and support provided under the JGW+ Programme. The Contractor is also responsible for notifying Welsh Government at the earliest opportunity if they encounter issues with a sub-contractor that could impact the delivery of other Contractors within the network.

Q14. The Contractor must maintain a list of all its sub-contractors and make this available to the Welsh Government on request. This applies to all sub-contractors including those from whom an element of the programme delivery has been purchased, regardless of the scale of support provided. The Contractor

must record information appropriately on the Post 16 DMS using the relevant fields (see Post 16 DMS data submission guidance in the DATA AND PAYMENT CONDITIONS SECTION).

- Q15.** Where the Contractor has arranged for a third party to deliver parts of the learning/development process (such as technical knowledge or Essential Skills activities) this is not within the formal definition of 'sub-contracting', but the Contractor must ensure that these arrangements are defined and monitored through a formal agreement which specifies the third party's responsibilities.

A decorative border composed of various red and pink geometric shapes, including triangles, squares, and lines, along with large, stylized letters like 'R', 'A', 'D', 'C', 'W', and 'P' scattered around the perimeter of the page.

*PERSONAL DATA
AND GDPR*

R. PERSONAL DATA AND GDPR

- R1.** The Contractor must, as a matter of law, comply with the General Data Protection Regulation 2018 for the compliant collection, processing and storage of personal data.
- R2.** In order to comply with the Agreement, the Welsh Government requires the Contractor to supply individual participant information to validate the support given. The Welsh Government will become Data Controller for this information at the point at which it is provided.
- R3.** Contractors may also collect individual personal data for which the Contractor is solely responsible. For this information the Contractor is the Data Controller.
- R4.** Contractors must ensure that their employees understand the Contractor’s data protection responsibilities and that any employees whose role involves contact with young people on the JGW+ Programme (especially those involved in registering) can explain the fair processing notice and how this complies with the GDPR (see INFORMATION ASSURANCE SECTION).
- R5.** Provision of the services will require the processing of personal data. The Contractor will be data controller in its own right in order to provide services to young people on the JGW+ Programme and it is acknowledged that the Welsh Government will be a data controller for certain information in order to fulfil its own purposes as described above.
- R6.** The table below provides details of the Welsh Government processing for information, a Data Privacy Impact Assessment has been completed:

Description	Detail
Legal basis for processing	<p>Personal Data is processed under GDPR 2018 Article 6(1)l. The legal basis is established in the following:</p> <p><i>Education Act 1996 s10, Learning and Skills Act 2000 ss33-35, Education Act 2002 s14, and s70 Government of Wales Act 2006.</i></p> <p><i>Special Category Data is processed under GDPR 2018 Article 6(1)e and Article 9 (a) specific consent.</i></p> <p><i>The principles set out in GDPR 2018 Article 5 must also be met.</i></p>

Description	Detail
Subject matter of the processing	<p>Participant's data is captured to determine eligibility to receive funding to participate in the JGW+ Programme of learning and support and to update the Welsh Government's Post 16 Data Management System.</p> <p>The Contractor disseminates this information to the Welsh Ministers under the terms and conditions of the Agreement. The Welsh Government then process the data for its requirements.</p> <p>The Contractor also uses this data for its own requirements.</p>
Duration of the processing	<p>The Welsh Government will retain information for a period of 10 years after the period of funding ends as established within the Post 16 DMS.</p> <p>For the JGW+ Programme all records whatever their medium must be retained by the Contractor until the Welsh Government notifies the Contractor that the records may be disposed of. On the basis of current obligations, the document retention period is expected to be for a period of 10 calendar years from the date of final eligible expenditure signifying expiry or termination of the Contract.</p> <p>Records must not be destroyed until confirmation is received from the Welsh Government. The specific date will be advised by Welsh Government which may be earlier or later than the expected retention period. The Welsh Government may need to retain documents for a longer period if required by the applicable UK Subsidy Regime rules or if audits or investigations are underway and require audit trails to be retained until further notice.</p>
Location of the processing	<p>Data will be processed within the EEA (UK)</p>
Nature of the processing	<p>For the JGW+ Programme, processing involves the collection, storage and dissemination of individual participant data to the Welsh Government.</p>
Purposes of the processing	<p>For the JGW+ Programme, the purpose of the data processing undertaken by the Welsh Government will enable the Welsh Government to undertake planning, funding and policy development as well as monitoring outcomes (such as achievement of qualifications and sustainable employment).</p>
Type of personal data to be processed	<p>For the JGW+ Programme, the type of personal data to be processed includes:</p> <p>Personal data and special category data as defined in the GDPR is collected by the Contractor about individuals and sent to Welsh Government via the Post 16 DMS. This includes:</p> <p>A unique learner identifier (created by Welsh Government)</p>

Description	Detail
	<p>A learner Identifier number (created by the Contractor)</p> <p>Surname</p> <p>Forename</p> <p>Address</p> <p>Postcode</p> <p>Telephone number</p> <p>National Insurance Number</p> <p>Business Address</p> <p>Educational records</p> <p>Employment records</p> <p>Tax benefits or pensions records</p> <p>Language of Provision</p> <p>Dependent children</p> <p>Single adult household</p> <p>Jobless household</p> <p>Dependent children</p> <p>Migrant status</p> <p>Care or childcare responsibilities</p> <p>Gender</p> <p>Previous Surname if applicable</p> <p>Date of birth</p> <p>National Identity</p> <p>The last school attended</p> <p>The year participant left school</p> <p>Unique learner number (created by the Post 16 DMS)</p> <p>Whether the learning has been received in Welsh.</p> <p>Employment opportunity</p> <p>Special Category Data includes:</p> <p>Ethnicity</p> <p>Disability type</p> <p>Health Condition</p>
<p>Categories of data subjects</p>	<p>Data subject categories for the JGW+ Programme include:</p> <p>JGW+ Programme eligible young people/participants who meet criteria for either the Engagement, Advancement or Employment Programme Strands.</p>
<p>Plan for destruction/return of data</p>	<p>The Welsh Government will retain information for a period of 10 years after the period of funding ends as established within the Post 16 DMS.</p> <p>For the JGW+ Programme all records whatever their medium must be retained by the Contractor until the Welsh Government notifies the Contractor that the records may be disposed of.</p> <p>In the event that the Contractor is no longer trading then all JGW+ Programme participant data must be returned to the Welsh Government.</p>

SECURITY

S. SECURITY

- S1.** In providing the services the Contractor (and its sub-contractors) will be exposed to sensitive Welsh Government information assets. The Welsh Government requires the Contractor, sub-contractors and consortium members to operate appropriate and secure processes for handling, storing and processing data and information owned by the Welsh Government. This section specifies how the Welsh Government's information assets must be handled. Compliance with this section will be a standard agenda item in contract review meetings and documentation will be required from the Contractor to show how compliance is being monitored by the Contractor and the frequency of such compliance/monitoring events (e.g., the dates when training was undertaken; when access control logs were updated/cross-checked; and when relevant policies were last updated).
- S2.** A named individual must be appointed to the role of 'security lead' to take responsibility for the security aspects of the Contract. This named individual will be required to lead on any response required in relation to assessment of the measures in place during the Agreement Term.
- S3.** Any security breaches must be brought to the attention of the named security lead who is then required to report the incident to the Welsh Government's Contract Manager without delay.
- S4.** The OFFICIAL-SENSITIVE marking must be retained on all Welsh Government information which is marked as such. Guidance must be sought from the Welsh Government's Contract Manager for new information being created as part of the Contract. The Welsh Government is obliged to ensure that appropriate organisational and technical measures are in place to safeguard any personal data the Contractor processes in providing the services under the Contract.
- S5.** Assurance must be provided that the Contractor, and any sub-contractors and consortium members hold Cyber Essentials Plus or the equivalent Public Services Network standard for the processing of information needed to carry out the contract. This defines a set of controls which, when properly implemented, will provide organisations with protection from the most prevalent forms of threat coming from the internet.

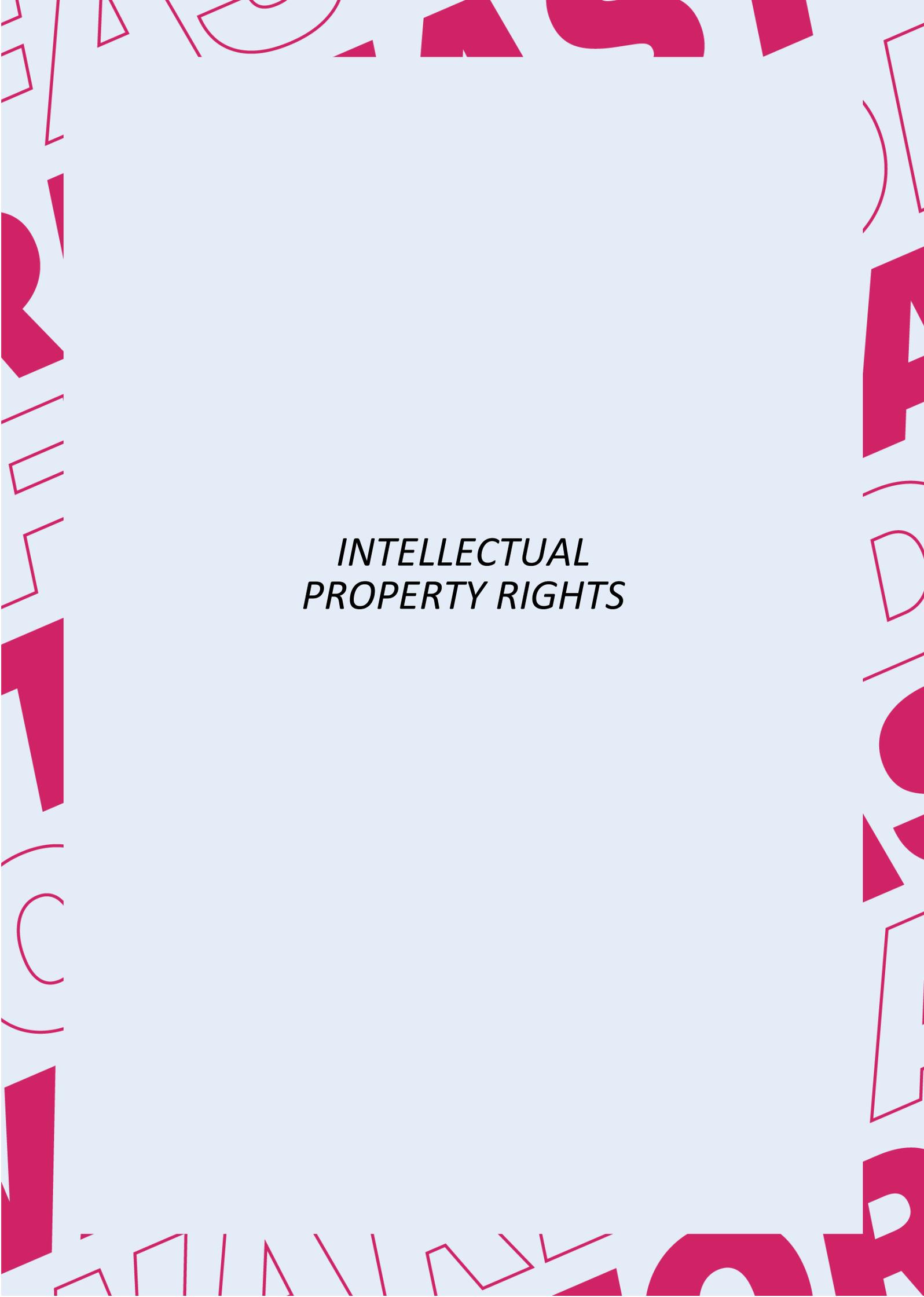
- S6.** Evidence of holding a NCSC Cyber Essentials Plus¹⁷ (or equivalent Public Services Network) certificate is required before the Welsh Government award of the Contract.
- S7.** Written confirmation of valid certification will be required every 6 months to ensure the Contractor and any sub-contractors and consortium members holds a certificate that is no more than 12 months old. Pursuant to this, Contractors now must demonstrate accreditation with Cyber Essentials Plus **or** ISO27001 certification providing it has been carried out by an independent ISO27001 accredited organisation.
- S8.** Storing or processing information on personally owned devices or email accounts is not permitted. Personally owned devices and personal equipment are defined as equipment which:
- Is not a company asset, or
 - The configuration of the equipment is outside company control.
 - It is used by those not employed by the company e.g., a sole trader who allows their 'work' laptop to be used by other family members.
- The risk being that Welsh Government information could be accessed by those not authorised to see it.
- S9.** Data created under the Contract must be 'backed-up' on a weekly basis as a minimum. The back-ups must be stored off-site and secured (including in transit) to the same standards as the original data.
- S10.** If 'Cloud' storage services are to be used for sensitive personal information, evidence must be provided that the relevant Government Cloud Security Principles are applied.
- S11.** All sensitive or personal electronic information must be encrypted in transit. Data encryption services such as Objective Connect must be used when emailing information.

¹⁷ NCSC Cyber Essentials Plus, information is available online at:
<https://www.ncsc.gov.uk/cyberessentials/overview>

- S12.** All sensitive or personal electronic information at rest on mobile devices handling Welsh Government information e.g., laptops, must be encrypted (minimum FIPS 140-2 / AES 256) (See INFORMATION ASSURANCE SECTION).
- S13.** Information at rest on servers/individual computers must be encrypted (minimum FIPS140-2 / AES 256) unless the ICT equipment is located in secure premises with strong physical controls e.g., a data centre with access control measures, alarmed, arrangements for 24 hours security guards.
- S14.** An independent IT Health Check undertaken by qualified personnel (e.g., those listed on the CHECK, Tiger or CREST schemes) must be completed prior to 'go-live' on any external systems (infrastructure or applications) to ensure they are protected from unauthorised access or change, and they do not provide an unauthorised entry point into systems where Welsh Government data is held. In addition to providing a copy of the IT Health Check report, the successful Bidder must provide evidence that any issues highlighted in the report have been remedied.
- S15.** Access to the information involved in the Contract must be on a 'need to know' basis. Only authorised Contractor staff (in this section the Contractors staff incorporates any sub-contractors and consortium members) who have received suitable training can be given access. A list of authorised Contractor staff must be maintained and made available to the Welsh Government's Contract Manager on request.
- S16.** If contacted by telephone, staff must verify the identity of the caller before discussing Welsh Government business. No personal data shall be passed to another party without absolute verification of the identity of the caller and that they have the Welsh Government's authority to receive this information.
- S17.** The information collected in accordance with the Contract remains the property of the Welsh Government.
- S18.** Only Contractor staff who have been authorised can have access to restricted areas containing information systems, removable media or hard copy information relating to the Contract. Plans and procedures for dealing with, and intercepting, unauthorised visitors and intruders must be in place and evidence provided to the Welsh Government on request.

- S19.** If it is necessary to take hardcopy information outside the restricted areas this must be kept to the minimum required and protected in transit (e.g., by means of envelope/file/briefcase) to avoid information being visible and to reduce the likelihood of loss or misuse.
- S20.** Any hardcopy data collected in connection with the Contract must be retained until the Welsh Government advise of the destruction date. The Contractor must confirm in writing when this has been done.
- S21.** The Contractor's processes must make it easy for its staff to follow the rules (e.g., clear desk policies, separating publicly available printed information from the OFFICIAL-SENSITIVE papers, guidance and facilities for proper disposal etc.).
- S22.** The Contractor must hold accurate and verified information for all its staff working on the Contract in relation to proof of identity, nationality/immigration status, unspent criminal convictions and employment history. Evidence must be provided on request and the Welsh Government may verify the validity and expiry dates of any existing clearances with the relevant holding agency.
- S23.** The Contractor must have, or be able to obtain, sufficient staff who can achieve the appropriate security clearance prior to engagement with the Welsh Government.
- S24.** All Contractor staff working on the Contract must be properly trained to understand that they have a duty of confidentiality and are responsible for safeguarding any Welsh Government information that they are entrusted with by applying the measures set out in this Specification.
- S25.** On termination of involvement in the Contract user access privileges must be withdrawn and staff debriefed on their confidentiality responsibilities. This includes, but is not limited to, pin codes and any passwords known to the user.
- S26.** The Contractor will need to address how informed consent from children and their parents/carers and from adults at risk will be achieved. The Contractor will also need to set out how relevant permissions in relation to access will be secured from statutory and voluntary organisations in line with the policies of such organisations (if appropriate).

- S27.** The Contractor must also outline their policy/protocol for appropriately reporting any information gained in the course of the work that might indicate that a child or adult may be at risk. The protocol should be in accordance with the Regional Safeguarding Children or Adult Board procedures for the area in which the child/young person/adult at risk lives. The protocol should specify that where there are any concerns that a child/young person/adult is, or may be at risk, those concerns will be notified immediately to the local social services department or the police and will be followed up in writing. This policy should be shared with the Contract Manager.
- S28.** The Contractor must ensure that where appropriate staff are registered with the Education Workforce Council (see PERFORMANCE MEASURES SECTION).
- S29.** For the JGW+ Programme all records whatever their medium must be retained by the Contractor until the Welsh Government notifies the Contractor that the records may be disposed of. On the basis of current obligations, the document retention period is expected to be for a period of 10 calendar years from the date of final eligible expenditure signifying expiry or termination of the Contract. Records must not be destroyed until confirmation is received from the Welsh Government. The specific date will be advised by Welsh Government which may be earlier or later than the expected retention period. The Welsh Government may need to retain documents for a longer period if required by the applicable UK Subsidy Regime rules or if audits or investigations are underway and require audit trails to be retained until further notice.

A decorative border composed of various red geometric shapes and letters, including triangles, squares, and stylized characters like 'R', 'A', 'D', 'C', and 'P', arranged in a circular pattern around the central text.

*INTELLECTUAL
PROPERTY RIGHTS*

T. INTELLECTUAL PROPERTY RIGHTS

- T1.** The use of any and all intellectual property rights developed under or utilised in relation to the Contract is governed by the Contract.
- T2.** If any Bidder intends using any pre-existing intellectual property rights that it owns to deliver the Services, the Bidder must provide a list describing the intellectual property rights to be used.
- T3.** If in delivering the Services, the Bidder intends to use any intellectual property rights belonging to any third party it must provide details of such third-party intellectual property rights; together with confirmation that the Bidder has (or will have) the appropriate permissions and licences to use such third-party intellectual property rights for the purposes set out in the Programme Specification. Evidence of such permissions and licences (or assurance that such permissions and licences will be provided) must be provided to the Welsh Government on request.

U. EQUALITY AND DIVERSITY

- U1.** The Contractor's delivery of the JGW+ Programme must ensure level access to services and fair treatment of every young person, especially those who share a protected characteristic who are often the most marginalised in society and furthest away from the labour market. Creating a more equal Wales, where young people are enabled to fulfil their potential no matter what their background or circumstances is a strategic priority and well-being goal for the Welsh Government.
- U2.** The Welsh Government is working to improve the participation and progression of disabled people, ethnic minorities and women across our programmes and to reduce gender segregation in some sectors. The Contractor is expected to further this work to advance equal opportunities. In addition to compliance with equality legislation the Contractor must demonstrate that it has formal policies and procedures in place which are designed to advance equality, tackle inequality and deliver fairer outcomes for all, including those sharing protected characteristics as defined under the Equality Act 2010.
- U3.** Contractors have obligations under the Equality Act 2010, which mean that they cannot discriminate against those sharing protected characteristics on the JGW+ Programme. Furthermore, the Act requires that Contractors make reasonable adjustments to ensure that there is equality of access, and all eligible individuals can participate in the training and other services provided for young people.

Equality Monitoring

- U4.** The Contractor's efforts to advance equality will be monitored as a standing item in Contract review meetings. It is important to ensure that those with multiple barriers and/or those who share certain protected characteristic have equal access to the Programme and equal outcomes from participating in the Programme. The Contractor will be required to monitor young people on the JGW+ Programme by age, gender, ethnicity, disability status, pregnancy/maternity, religion/belief, sexual orientation and gender reassignment. The data must be used to:
- eliminate discrimination.
 - advance equality of opportunity

- promote good relations between people who share and people who don't share protected characteristics.

U5. This will need to include monitoring of attainment (regulated qualifications) and programme outcomes and monitoring against data and analysis from referral agencies and benchmarking participation rates against local and national averages and positive action taken to improve participation and attainment by under-represented groups.

Equal Opportunities Strategy

U6. The Contractor must have a formal equal opportunities strategy to set out the action they will be taking to ensure equal access for young people, including under-represented groups. The Contractor is required to support the Welsh Government in delivering its commitment to advance equality and to adopt best practice and to encourage their suppliers and employers supporting participation to adopt best practice when supporting under-represented young people throughout their time on the JGW+ Programme.

U7. The Welsh Government has adopted the Social Model of Disability¹⁸. The Contractor is encouraged to use the Social Model when developing and delivering services to ensure accessibility and equality for disabled people. Using the Social Model helps identify solutions to the barriers disabled people experience. It encourages the removal of these barriers within society, or the reduction of their effects, rather than trying to fix an individual's impairment or health condition. It empowers disabled people and encourages society to be more inclusive so that disabled people have access to the same opportunities as everyone else.

U8. The Contractor is encouraged to take up the Disability Confident Scheme¹⁹ and to encourage their suppliers and employers supporting participation to take up the scheme to Disability Confident Level 1 as a minimum. It is a free scheme open to organisations across public, private and 3rd sectors and is aimed at organisations and businesses from 1 employee upwards.

¹⁸Social Model of Disability, Disability Wales, information is available online at: .
<http://www.disabilitywales.org/rights/social-model/>

¹⁹ Disability Confident Scheme, information is available online at:
<https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer>

U9. The Welsh Government's commitment to concerted action to promote racial equality is set out in the Race Equality Action Plan: an anti-racist Wales²⁰. Recent spikes in hate crime have affected Black, Asian and Minority Ethnic communities disproportionately, since most hate crimes and incidents are motivated by racial or religious prejudice. Research studies find that discrimination and racism were felt to be barriers to employment for ethnic minority communities. Evidence also shows a significant gap in the employment rate of those from a white background and those from ethnic minority communities in Wales. Contractors are encouraged to incorporate the Race Equality Action Plan into their own equal opportunities' strategy. The action plan provides a framework for tackling racism and providing equitable opportunities. Contractors must take steps to help reduce the impacts of unconscious-bias, for instance a young person's name and other personal details such as nationality must be removed when submitting information to recruiting employers for sifting for work experience/wage subsidised employment opportunities.

U10. The Welsh Government is committed to taking positive action to drive forward a culture of change including tackling the gender bias in sectors such as STEM and Construction. Evidence shows that there remains a strong gender bias in women's roles in the Welsh workforce when we analyse headline figures by sector. For example, females taking up roles in the generally higher paid sectors like STEM are still relatively few.

U11. The national LGBTQ+ Action Plan²¹ sets out specific actions for the advancement of LGBTQ+ equality and inclusion. Contractors are encouraged to incorporate the action plan into their own equal opportunities' strategy. The action plan provides a framework for ensuring that the rights and needs of LGBTQ+ people are recognised and understood, and that discrimination and disparities experienced by our LGBTQ+ communities are identified and tackled.

U12. The Contractor must:

- Take positive action to tackle barriers young people face arising from difficulties experienced by under-represented groups;
- Support the Welsh Government in delivering its commitment to advance equality and to adopt best practice when supporting under-represented young people throughout their time on the JGW+ Programme;

²⁰ The Race equality action plan : an anti-racist Wales, is available at: [Race equality action plan: an anti-racist Wales | GOV.WALES](#)

²¹ The LGBTQ+ Action Plan for Wales is available at: [LGBTQ+ Action Plan for Wales | GOV.WALES](#)

- Work with the Welsh Government's Contract Manager to improve engagement, attainment and outcomes for under-represented young people on the JGW+ Programme;
- Gender-stereotyping is a specific area for development, particularly around STEM related occupations. Where a young person is undertaking work experience in a gender atypical sector/occupation the Contractor should provide extra support/mentoring where necessary;
- Engage young people in activities designed to help them develop values and behaviours that can support positive relationships in the workplace.

U13.

The Contractor's Equal Opportunities Strategy, must include as a minimum:

- A policy to ensure compliance with equalities legislation, including the Equality Act 2010, in line with guidance issued by the Welsh Government;
- Clear guidelines to staff (including sub-contractors and consortium members) and to young people on their responsibilities in respect of equality and diversity;
- Appropriate training for staff on their equality duties, the Contractor's own policies and where to access advice and best practice;
- Support for its employers to promote equality of opportunity, including sharing good practice;
- Take into account concerns from all those with a shared protected characteristic, to inform the Equal Opportunities Strategy;
- Arrangements for monitoring Programme participation, attainment and outcomes by age, gender, ethnicity, disability status, pregnancy/maternity, religion/belief, sexual orientation and gender reassignment. The data must be used to eliminate discrimination, advance equality of opportunity and promote good relations between people who share and people who don't share protected characteristics. This will need to include monitoring against data and analysis from referral agencies and benchmarking participation rates against local and national averages and positive action taken to improve Programme participation, attainment and outcomes by under-represented groups.

U14.

The Contractor must undertake a formal review of its equal opportunities strategy annually and must use its own data and annual self-assessment to

evaluate its effectiveness in implementing the strategy. The Welsh Government will use Post 16 DMS data and other evidence, including the SAR and QDP to monitor participation rates and to evaluate action taken by Contractors to secure equality of opportunity.

U15. The Contractor, including its sub-contractors and/or members of its consortium, must have arrangements in place to address issues of bullying, discrimination, victimisation or harassment for both young people and staff. Arrangements will include procedures for investigating complaints about bullying or harassment (linked to the Contractor's overall complaints procedure); support and advice for young people and/or staff members who are involved in investigations; and appropriate guidance and training. Young people and staff must be made aware of expectations in relation to bullying and harassment as part of induction. The policy must make it clear that bullying or harassment on the grounds of disability, sex, race, age, religion, sexual orientation or any other form of difference will not be tolerated and is unlawful under the Equality Act 2010.

U16. Contractors must review and evaluate the effectiveness of their formal policies and procedures on current performance.

A decorative border surrounds the page, composed of various red and pink geometric shapes and letters. The letters are stylized and fragmented, appearing as if they are part of a larger, broken-up text. The shapes include triangles, squares, and irregular polygons, some solid and some outlined.

*WELSH LANGUAGE
REQUIREMENTS*

V. WELSH LANGUAGE REQUIREMENTS

- V1.** The Welsh Language Strategy – Cymraeg 2050, was published on the 10 July 2017 and outlines the vision of the Welsh Government of a million Welsh speakers by 2050.
- V2.** The Welsh Language (Wales) Measure 2011 (the “Measure”) makes provision for the specification of standards of conduct in relation to the Welsh language. The current standards are specified in the Welsh Language Standards (No. 7) Regulations 2018. The Measure also provides that the Welsh Language Commissioner may by notice require certain public bodies to comply with some or all of the standards specified.
- V3.** The Welsh Language Commissioner has issued a compliance notice²² on the Welsh Ministers specifying which of the standards currently apply to any activity or service provided by or on behalf of the Welsh Ministers.
- V4.** In accordance with the above strategic aims and requirements the Contractor is required to support the development of the Welsh language as a skill in the workplace and the take up of Welsh language and bilingual training. The Contractor must also create demand for the Welsh language provision by creating an environment where young people can engage services in their language of choice.
- V5.** To support this, the Contractor is required to have an up-to-date Welsh language policy in place. This policy must detail the Contractor’s commitment to actively implement the Welsh Government’s Welsh Language Standards and to promote the Welsh language and culture as detailed in the Well-being of Future Generations (Wales) Act 2015²³ and Cymraeg 2050: A million Welsh speakers²⁴. The policy should show how the Contractor plans to develop learning provision and extra-curricular opportunities through the medium of Welsh, as well as conform to the requirements noted in the following paragraphs.

²² Welsh Language Commissioner’s Compliance Notice, Welsh Government is available online at: <https://gov.wales/welsh-language-commissioners-compliance-notice>

²³ Well-being of Future Generations Act Guidance, Welsh Government, is available online at: <https://gov.wales/well-being-future-generations-wales-act-2015-guidance>

²⁴ Cymraeg 2050: A million Welsh speakers, Welsh Government, is available online at: <https://gov.wales/cymraeg-2050-welsh-language-strategy>

V6. As Contractors are providing services on the Welsh Ministers' behalf, the policy must ensure services comply with the relevant Service Delivery Standards listed in the compliance notice.

V7. The Service Delivery Standards which currently apply to the services are listed below. The Welsh Government will notify Contractors of any changes to the Service Delivery Standards with which the services must comply.

Service Provided		Relevant Standards
1	Correspondence	1, 2, 4, 5, 7
2	Standards relating to telephone calls made and received by a body;	8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22
3	Standards relating to a body holding meetings that are not open to the general public;	24, 24A, 27, 27A
4	Standards relating to meetings arranged by a body that are open to the public;	30, 31, 32, 33, 34
5	Standards relating to a body displaying material in public.	37, 38
6	Standards relating to a body producing and publishing documents.	40, 47, 48, 49
7	Standards relating to a body producing and publishing forms;	50, 50A, 50B, 51
8	Standards relating to a body's website and on-line services;	52, 55, 56, 57
9	Standards relating to a body's use of social media.	58, 59
10	Standards relating to signs displayed by a body.	61, 62, 63
11	Websites and online services	64, 67, 68, 69

	Service Provided	Relevant Standards
12	Standards for raising awareness about Welsh Language services provided by a body.	81, 82, 83, 84, 85

V8. The Contractor is required to report against compliance with the standards in the same way as for other duties and requirements under this Agreement.

V9. The post compulsory education sector and the workplace has a critical role to play in ensuring that young people, on leaving statutory education, maintain and develop their Welsh language skills for use in future employment. This sector ensures opportunities for those who are not confident in using Welsh to re-engage in speaking the language and provide all speakers with opportunities to use the Welsh language in their everyday life.

V10. The Welsh Language Policy must detail the Contractor’s commitment to actively implement the Welsh Language Standards and promoting the Welsh language and culture as detailed in the Well-being of Future Generations (Wales) Act 2015, developing learning provision and opportunities through the medium of Welsh.

V11. The Contractor’s Welsh Language Policy must include an action plan that will include:

- Organisational targets for the delivery of Welsh-medium, or bilingual, learning and assessment which reflects the needs of the area in which the Contractor delivers the JGW+ Programme;
- Arrangements for the recording of young peoples’ language preference, Welsh language skills and their achievements on Programmes delivered through the medium of Welsh;
- Arrangements for the recruitment and/or the development of staff to deliver services and learning through the medium of Welsh;
- Partnership arrangements with other Contractors, and employers, to support young people who wish to learn and be assessed through the medium of Welsh;

- Clear objectives for the development of Welsh-medium and bilingual activities and resources in support of provision;
- Clear targets for the implementation of bilingual promotion (marketing materials) and, where appropriate arrangements for promoting the Contractor's Welsh-medium or bilingual provision.

V12. The Contractor must discuss the requirement for undertaking activity through the medium of Welsh with all young people and specify the following on the young person's ILP:

- The preferred language and requirement for Welsh-medium or bilingual delivery of activity during the JGW+ Programme;
- The opportunities to maintain and/or develop the young person's Welsh language skills during the learning period.

V13. The Contractor must ensure the recording of accurate data on the Post 16 DMS for activity undertaken bilingually or through the medium of Welsh.

V14. Through its SAR and QDP process the Contractor should analyse information on young peoples' Welsh language skills and monitor the take-up of Welsh-medium, or bilingual, provision. Contractors should consider as a minimum:

- The availability of Welsh-medium staff and assessors to deliver activity through the medium of Welsh, including through collaborative delivery with other Contractors where appropriate;
- An evaluation of current delivery (including actual delivery figures) and targets for increasing delivery for each year of the Agreement Term and each annual Programme Commission;
- An analysis of demand, based on young peoples' prior attainment through the medium of Welsh, feedback from employers, and analysis of the number of young people from Welsh-medium schools;

- Actions to mitigate any current limiting factors for Welsh-medium delivery;
- Remedial actions that will be taken to ensure that the targets are met and how the Contractor will develop the Welsh-medium provision.

V15. Evidence that the activities within the self-assessment are supported by internal processes and commitment, such as an annual updated Welsh Language Action Plan which sets out in further detail the issues and actions listed within the Self-Assessment Report (SAR) (see QUALITY ASSURANCE AND CONTINUOUS IMPROVEMENT SECTION).

V16. Contractors are encouraged to demonstrate best practice through the development and full consideration of a Welsh Language Action Plan to support the QDP process.

V17. Contractors are reminded that during the Agreement Term and annual Programme Commissions, the Welsh Government may change this Programme Specification as set out in the INTRODUCTION SECTION under the heading Changes to the Programme Specification.

W. HEALTH AND SAFETY

- W1.** All Contractors funded by the Welsh Government must have in place an effective Health and Safety Management system which, as a minimum, complies with legislation.
- W2.** The Contractor's health and safety management system must cover all its undertaking including (where appropriate) sub-contractors' and consortium members' provision.
- W3.** The Contractor must undertake an audit of its health and safety management system and produce a report at least annually.
- W4.** In respect of all JGW+ Programme Strands the Contractor must ensure that before a learner starts any wage subsidised employment or work experience (including work placements, work trials, community projects, voluntary work) the employer has:
- A health and safety policy and has provided this to the learner,
 - Risk assessed all the activities relevant for the learner, and
 - Communicated the risk assessment to all relevant employees and the learner.

-

X. SAFEGUARDING

- X1.** The Contractor shall ensure it meets its statutory requirements in respect of its staff (and those staff of consortium members and subcontractors) being appropriately registered with the Education Workforce Council (see PERFORMANCE MEASURES SECTION).
- X2.** The Contractor, its consortium members, sub-contractors and delivery partners must comply with the **Keeping Learners Safe** guidance. This is available online at:
- <https://gov.wales/sites/default/files/publications/2020-10/keeping-learners-safe-the-role-of-local-authorities-governing-bodies-and-proprietors-of-independent-schools-under-the-education-act.pdf>
- X3.** The Contractor is also encouraged to make use of the **Safe Learning Communities Safeguarding and Prevent Self-assessment Toolkit and Guidance**. This is available online at:
- <https://hwb.gov.wales/repository/discovery/resource/3db76b8c-d63c-42f7-b957-5dbd88f31408/en>
- X4.** The Contractor must use the Keeping Learners Safe guidance and the Safe Learning Communities Safeguarding and Prevent Self-assessment Toolkit and Guidance to develop and evaluate their safeguarding practices.
- X5.** The Contractor must also ensure that induction training for all new staff who will work with young people, includes training on safeguarding that will enable staff to fulfil their responsibilities effectively. Contractors must also ensure that suitable refresher training to keep staff knowledge and skills up to date is completed. Contractors must also ensure all participants are able to identify who the Designated Safeguarding Person is on site, so they are able to raise/report any concerns.
- X6.** Improving the mental and emotional well-being for young people is a priority for the Welsh Government. Research studies²⁵ show the links between unemployment and poor mental health and that the emotional well-being of young people who are NEET is disproportionately worse than those in work or training. The Contractor must ensure that training for all staff who will work with young people, incorporates training on promoting positive well-being and mental health for all young people on the JGW+ Programme and on early identification of the need for additional support.

²⁵ Prince's Trust, Youth Unemployment Crises Poses Mental Health Risk, Prince's Trust Youth Index 2020, available online at: <https://www.princes-trust.org.uk/about-the-trust/news-views/youth-index-2020>

- X7.** The Contractor should also promote the use of the Welsh Government’s online Young Person’s Mental Health Toolkit (hosted on the Hwb educational platform, see LINKS and RESOURCES SECTION). The toolkit links young people aged 11 to 25, to websites, apps, helplines, and more to build resilience and take control of their mental health, with information, self-help, and advice about how to seek further support embedded throughout.
- X8.** The Contractor must ensure that appropriate checks have been undertaken through the Disclosure and Barring Service (DBS) for any personnel that are likely to come into contact with children, young people or vulnerable adults during the course of the JGW+ Programme delivery (see the Keeping Learners Safe guidance).
- X9.** Evidence that DBS checks have been undertaken and the suitability of personnel to work with young people confirmed by the Contractor should be presented to the Welsh Government once DBS checks have been completed and prior to any contact.

COMMUNITY BENEFITS

Y. COMMUNITY BENEFITS

Y1. Procurement in Wales is governed by the Wales Procurement Policy Statement which sets out 10 principles for the public sector in Wales. Principle 4 requires the delivery of social, economic and environmental benefits through the effective application of Community Benefits. The Welsh Government views the use of the Community Benefits approach as integral to its commitment to sustainable development and a key mechanism for delivering against its duties under the requirements of the Well-being of Future Generations (Wales) Act 2015 Wellbeing Goals.

Y2. The Welsh Government has decided to take a non-core approach to Community Benefits, this means that the Community Benefits proposal that a Bidder returns as part of the tender process for the procurement of the JGW+ Programme will not be evaluated and scored.

Community Benefits and the priorities to address

Y3. Contractors will be required to have a Community Benefits Policy that is designed to support a number of strategic priorities in other policy areas. In relation to the Contract the Welsh Government wants Contractors to focus on the following Community Benefits:

Priority areas are:

- Supply chain opportunities;
- Retention and training for the existing workforce;
- Promotion of Environmental Benefits;
- Promotion of Social Businesses;
- Contributions to Education- Numeracy, Literacy and STEM subjects (Science, Technology, Engineering and Maths subjects).

Y4. It is important to ensure that contract delivery achieves Community Benefits over and above the Contract itself and also is clearly linked to the successful Bidder's (i.e., the Contractor's) expertise and the subject of the Agreement.

Management of Community Benefits Delivery

- Y5.** The Contractor will be expected to appoint a 'champion' in order to progress and innovate in this area of sustainability and community benefit.
- Y6.** The Contractor must report progress using the Community Benefits measurement tool every 12 months. This will need to be built into the Contractor's Key Delivery Indicators and monitored on an ongoing basis via Contract Management meetings. The Community Benefits Measurement Tool is available online at:
- [Community benefits measurement tool for services & goods v8.1](#)
- Y7.** Contractors are encouraged to secure other positive outcomes that would benefit the community in which they work and are further encouraged to share best practice with other contractors and delivery partners. Relevant Welsh Government guidance is provided on procurement Community Benefits which is available online at:
- <https://gov.wales/procurement-community-benefits>
- <https://gov.wales/sites/default/files/publications/2019-09/community-benefits-helping-suppliers-deliver-maximum-value-for-the-welsh-pound.pdf>
- Y8.** It is important to ensure that the Contractor's delivery achieves Community Benefits over and above the Contract itself and also is clearly linked to the Contractor's expertise and the subject of the Contract. The expectation is that any Non-Core Community Benefits proposal will be delivered on a cost neutral basis.

A decorative border composed of various red geometric shapes and letters, including triangles, squares, circles, and stylized characters like 'R', 'A', 'D', 'C', and 'P', arranged in a circular pattern around the central text.

*FAIR WORK AND ETHICAL SUPPLY
CHAINS*

Z. FAIR WORK AND ETHICAL SUPPLY CHAINS

- Z1.** The Welsh Government is committed making Wales a Fair Work nation. Our Fair Work policy aims to improve employment practices and terms and conditions of employment by assisting individuals and employers to improve their understanding and awareness of what fair work is, the benefits this can bring, and how to implement it in the workplace and throughout its supply chain.
- Z2.** For many of those taking part in JGW+ this will be their first employment experience. It is vital therefore, that we endeavour to provide fair and sustainable employment if we are to continue to engage them in the labour market.
- Z3.** The Welsh Government has published guidance for employers on Fair Work along with a code of practice on ethical employment in supply chains. These can be accessed at the links below:
- [A guide to fair work | GOV.WALES](#)
 - [Ethical employment in supply chains: code of practice | GOV.WALES](#)
- Z4.** The Welsh Government will work with the successful Bidder to monitor and to ensure that fair employment practices are in operation: The payment of at least the equivalent to the [Real Living Wage](#) is mandatory for the Contractor's employees.
- Z5.** Contractors are reminded that during the Agreement Term and annual Programme Commissions, the Welsh Government may change this Programme Specification as set out in the INTRODUCTION SECTION under the heading Changes to the Programme Specification.

A decorative border composed of various red geometric shapes and letters, including triangles, squares, circles, and stylized characters like 'R', 'A', 'D', 'C', and 'P', arranged in a circular pattern around the central text.

*ENVIRONMENTAL
CONSIDERATIONS*

AA. ENVIRONMENTAL CONSIDERATIONS

AA1. The Welsh Government is committed to minimising the effect of its day-to-day operations on the environment and contractors are encouraged to adopt a sound proactive environmental approach, designed to minimise harm to the environment.

AA2. Any materials that are produced are to be kept to a minimum. Materials should be sustainable, renewable and recyclable. Factors to be considered should include areas such as:

- Adopting an environmental management system which includes focus on disposal of waste and packaging;
- More efficient use energy and water;
- Beginning to embed sustainability into the provision of goods and services supplied to the Welsh Government;
- Use of recycled paper containing only post-consumer waste for all non-specialist printing whenever possible;
- Reduction in carbon dioxide emissions from business travel by extending use of video conferencing and encouraging the use of low emissions vehicles;
- Building an environmentally friendly work culture through training and high-quality communication with staff.

AA3. The Contractor should be aware of and actively support the Welsh Government's Environmental Policy.

AA4. Contractors are encouraged to adopt the Eco-Code Action Plan (see Annex 5 Eco-Code Action Plan) to further support existing actions in protecting the

environment and as a means to document processes and corporate habits and policies the Contractor already undertakes.

AA5. Within its responsibilities to manage delivery, Contractors are required to provide information on the Eco-Code to their sub-contractors, consortium members and to employers participating in the JGW+ Programme.

AB. MARKETING AND COMMUNICATIONS

AB1. The Contractor must ensure that any marketing and communications activity undertaken in relation to JGW+ by itself, consortium members or sub-contractors, underpins and does not contradict the Welsh Government's marketing and communications.

AB2. The Contractor will be required to participate in collaborative marketing activities national campaigns, Ministerial visits, Events (e.g., SkillsCymru), Equality and Diversity initiatives, and press and publicity as determined by the Welsh Ministers.

Annual Marketing and Communications Plan

AB3. The Contractor shall have an annual marketing and communications plan. This plan shall be shared with the Welsh Government and align to the Contractor's business need and be inclusive of activities contained within the Welsh Government's annual plan. It should be a detailed account of all elements of marketing and communications and include:

- The activities Contractors intend to undertake;
- Who Contractors will be targeting with the publicity;
- How Contractors will ensure inclusivity is represented in the publicity;
- When Contractors intend to carry out each publicity activity;
- The budget available for each activity;
- The expected outcomes.

It has been agreed that JGW+ Contractors can now go into schools to directly market the programme. Careers Wales remains a key delivery partner, but their involvement is not needed for when Contractors go into schools.

AB4. The Contractor shall evaluate its marketing and communication activities and copy the evaluation to the Welsh Government Marketing team. The Communications and Marketing plan should be reviewed on a regular basis in line with the Contract Management review cycle and the Welsh Government's Marketing and Communications team should be informed of any change.

Providing evidence of marketing and publicity

- AB5.** During the monitoring of Contractors' activities, Welsh Government will make regular checks in line with the Contract Management and review cycle of the publicity and promotional materials organisations are producing and may ask Contractors to send samples of these. The Contractor is required to:
- Provide a named contact responsible for managing communications, publicity and marketing for the contract;
 - Send drafts and briefings of Contractors marketing and publicity materials before publishing (this will prevent errors that may result in publicity needing to be withdrawn or reissued);
 - Provide evidence of case studies, all press and social media coverage achieved and copies of releases.

Branding

- AB6.** Contractors and their sub-contractors must publicise funding from the Welsh Government.
- AB7.** All marketing and communications activity must be in line with the Welsh Government's Marketing and Style Guides current at the time. Once the Programme is launched, please email queries on the Welsh Government's Marketing and Style Guides to: BrandingQueries@gov.wales
- AB8.** Once the Programme is launched, please email queries on branding to: AskJGWPlus@gov.wales.
- AB9.** Contractors must comply with the Welsh Government's Guidance for the use of the Welsh Language in Welsh Government communication and marketing work²⁶.

Press Releases

- AB10.** Welsh Government requires the Contractor to supply a minimum of eight case study leads throughout the financial year and on request to support ongoing

²⁶ Welsh Language in Welsh Government communication and marketing work, is available online at: <https://documents.hf.wales.gov.uk/id:A20466614/document/versions/published>

Programme and Ministerial requirements. These may be per region, sector, audience (e.g., young people and engaged employers,) to support Welsh Government priorities such as equality and diversity. These case studies will be used in national campaigns and other marketing and communications activity. When possible, the Welsh Government will advise Contractors of how each case study had been used.

AB11. All press releases must acknowledge the Welsh Government and must be forwarded to the Welsh Government for information purposes via AskJGWPlus@gov.wales.

AB12. (Paragraph AB12 removed from V1.4)

AB13. Should the Contractor or consortium members or sub-contractors be asked to comment on any aspect of provision to any of the media, the Welsh Government Press Office/Communications must be informed via AskJGWPlus@gov.wales before making any comment.

Consent Forms – General Data Protection Regulations

AB14. It is essential that Contractors receive full and formal, written consent from every individual featured in any story, photograph, case study, news item or other feature, in line with the General Data Protection Regulations. Contractors must ensure that the individual knows and understands:

- What their information or photograph will be used for;
- Who else it may be given to.

AB15. Contractors must seek consent from the individual's parent or legal guardian if the young person is under the age of 18.

Customer Surveys and Evaluation

AB16. The Contractor must participate in customer surveys and evaluation activities as required by the Welsh Government.

Course Search – Courses in Wales Database

AB17. The Contractor shall be responsible for inputting all its JGW+ Programme provision on Course Search the Courses in Wales Database system and will be required to maintain the accuracy of this information during the Agreement Term. Please see website at:
<http://www2.careerswales.com/coursesinwales/default.asp>

- AB18.** Course Search is a web-enabled search facility that provides information on post 16 learning opportunities. The search facility is accessed by advisers, individuals and businesses via the Career Choices Dewis Gyrfa website and provides visitors with specific information on the variety of opportunities to train and learn in Wales.
- AB19.** For further information on how to access the search facility, please view 'Course Search' on the 'Career Choices Dewis Gyrfa' website.
- AB20.** Contractors who have a contract to deliver Programmes are required to manage their own provision details. Contractors can do this by accessing the Data Entry Manager section of 'Course Search' on the 'Career Choices Dewis Gyrfa' website in order to add, edit or delete provision details. This is a straightforward process.
- AB21.** Once Contractors have uploaded training courses, they will be checked by Career Choices Dewis Gyrfa and will be available for the general public to access within 5 working days.
- AB22.** Course Search is developed and maintained by Career Choices Dewis Gyrfa. It is important that Contractors training course information is included within 'Course Search' in order to provide a comprehensive database of all training and learning opportunities across Wales.
- AB23.** Contractors must establish and maintain contact with the appropriate Course Search co-ordinator in Career Choices Dewis Gyrfa.

Skills Competitions

- AB24.** Contractors are encouraged to participate in skills competitions. Such competitions are highly effective as a promotional tool to capture the attention of individuals and employers and motivate them to engage in vocational training.

Celebrating Success

- AB25.** Welsh Ministers believe that success and achievement should be celebrated. Contractors must, at least annually, hold an appropriate graduation ceremony for young people on the JGW+ Programme. These ceremonies must be communicated to the communications and marketing team a month prior to them

taking place as well as including information such as accessibility to the chosen venue, and inclusivity for any publicity for the event.

AB26. Graduation ceremonies should be memorable occasions to recognise the success and achievement of young people. Therefore, ceremonies should be seen as important events. To make it an occasion, a Contractor may hold a ceremony (face to face or virtually) on an individual Contractor basis a consortium basis or on a regional basis.

AB27. Ceremonies provide deserved recognition to young people, supporting employers and trainers; they raise the esteem for vocational achievement which will support the parity of vocational achievement with academic achievement.

Welsh Language Standards

AB28. Welsh Language Standards must be adhered to as a minimum for good practice to ensure the support of the development of the Welsh Language across Wales. The Contractor must be aware of and apply the Welsh Language Standards in all communications and marketing undertaken. More information can be found using the link below:

[Welsh language standards \(welshlanguagecommissioner.wales\)](http://welshlanguagecommissioner.wales)

AC. WAGE SUBSIDIES UK SUBSIDY REQUIREMENTS

AC1. Contractors must ensure that any wage subsidy offered, is delivered in accordance with the UK Subsidy Control Act (2022). This subsidy control regime began on 4 January 2023 and has been introduced by the UK Government to replace EU State Aid rules which no longer apply to the UK.

Minimal Financial Assistance

AC2. Financial support provided under the JGW+ Programme Employment Strand will be delivered in accordance with Minimal Financial Assistance (MFA) (Section 36 of the Subsidy Control Act 2022). MFA has a financial threshold on the amount of state funding (from any public source, not just central government) that can be provided. The current limit for MFA is as follows:

- No enterprise can receive more than **£315,000** over the applicable period.

The applicable period is the current and previous two financial years, that is:

- The elapsed part of the current financial year (i.e from 1 April), and
- The two financial years immediately preceding the current financial year.

AC3. The Contractor must ensure that the recruiting enterprise receiving the wage subsidy has sufficient MFA capacity to receive the total proposed wage subsidy at the time of award. The recruiting enterprise must declare how much MFA and other subsidies they have received. The following should all be taken into account for the current and previous two financial years:

- MFA (including the amount to be awarded to the recruiting company under the JGW+ Employment Strand),
- Services of Public Economic Interest (SPEI) Assistance,
- Aid given under EU State Aid de minimis regulations, either before the end of the implementation period of 31 December 2020 or after this date if by virtue of the Northern Ireland Protocol, and
- Subsidies given as Small Amounts of Financial Assistance (SAFA) under Articles 364(4) or 365(3) of the UK-EU Trade and Cooperation Agreement after the end of the implementation period but prior to this section of the Act coming into effect.

AC4. Before any subsidy is given, the Contractor must issue notification of the MFA to the recruiting enterprise and obtain their confirmation that the threshold for MFA has not been exceeded. This can be provided for within a single document by using JGW+ Checklist 12 UK Subsidy MFA Notification and Declaration. The

completed notification and declaration must be held by the Contractor for the duration of the retention period given in this Programme Specification (please see paragraphs L33-36).

Welsh Government Registered Subsidy Schemes

- AC5.** Employers that have reached the MFA limit may still be eligible for participation in the Programme under the Welsh Government GBER legacy subsidy scheme: Welsh Government support for employment scheme (Disabled and disadvantaged workers). The Welsh Government scheme replaces and replicates the terms and conditions of the now extant General Block Exemption Regulation (GBER) State Aid Regulation. It is the responsibility of the Contractor to ensure that any support provided under this Scheme is in accordance with the published Scheme definitions of a Disadvantaged/Disabled Worker²⁷ and that evidence is retained to support their decision.

²⁷ Scheme information for the Welsh Government Support for Employment Scheme (Disabled and Disadvantaged Workers) available at: [GBER legacy subsidy scheme: Welsh Government support for employment scheme \(Disabled and disadvantaged workers\) | GOV.WALES](#)

AD. FUNDING COMPLIANCE

Cross Cutting Themes Requirements

- AD1.** Contractors delivering the JGW+ Programme will be expected to embed the principles of the cross-cutting themes into their delivery, in particular when considering employment opportunities and breaking 'non-traditional' barriers in relation to gender and skills.
- AD2.** Further guidance about the Cross Cutting Themes is referenced at ANNEX 12.:

Employer's SME/Large firm and public or private sector status

- AD3.** Means an enterprise that falls within the criteria and parameters of the definition of micro, small and medium-sized enterprises contained in the Commission Recommendation of 6 May 2003 ²⁸concerning the definition of micro, small and medium-sized enterprises (2003/361/EC), which took effect on 1 January 2005 (see also the New SME Definition User Guide and Model Declaration²⁹). Employers of JGW+ Employment Strand must confirm their status as either a SME (i.e., small and medium enterprise) or a Large Firm. The Welsh Government is required to differentiate young people employed by SME from those employed by large firms – using the European Union official definition of an SME.
- AD4.** Contractors must confirm the number of employees and the private sector status of supporting employers.
- AD5.** For JGW+ Employment Strand, Contractors are required to request, obtain and retain an authenticated document from each employer to cover every employed status young person who is participating in the JGW+ Programme. The document must determine SME status and includes the number of individuals employed by the employer organisation, its turnover, balance sheet, Private sector status and independence from organisations which themselves fail to meet the SME definition. All such measurements will relate to the last period of audited accounts for that employer.

²⁸ [Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises \(Text with EEA relevance\) \(notified under document number C\(2003\) 1422\) - Publications Office of the EU \(europa.eu\)](#)

²⁹ [DocsRoom - European Commission \(europa.eu\)](#)

AD6. The SME status/large firm status of any employer would not prevent their involvement in the JGW+ Programme operated by the Welsh Government. Young people who are employed by companies that do not meet the European Commission definition of an SME, will continue to be eligible to participate in learning Programmes, provided they meet the normal rules of that individual Programme as defined in the JGW+ Programme Specification.

AD7. The SME status/large firm status should be verified before the young person starts and then the authenticated document should be obtained within 30 calendar days from the start of a young persons' job opportunity and the original must be retained by the Contractor. There is no requirement for Contractors to send the Welsh Government copies of the authenticated document; but it is vital that the:

- Authenticated document is retained for audit inspection by the Contractor;
- SME status of the employer is entered accurately onto the Post 16 DMS.

AD8. The existence and accurate completion of the authenticated document (and the entry of the information it contains onto the Post 16 DMS) will be monitored by the Welsh Government officers and auditors.

*TRANSITION INTO
JGW+*

AE. TRANSITION INTO JGW+

AE1. Procuring a new network of Contractors creates the risk of displaced participants – that is, participants may find that their current Contractor, due to being unsuccessful in the procurement process, will be unable to continue their learning/development and they will need to move to another Contractor to complete their ILP.

AE2. This outcome can be destabilising for the participant and, in some cases, may lead to participant disengagement – resulting in loss of development for the individual and a potential waste of investment. For these reasons, it is imperative that transition arrangements limit participant displacement.

AE3. To achieve this and for the purposes of transition during the first year of the JGW+ Programme the Welsh Government will distinguish between Contractors who have been successful in tendering for the JGW+ Programme as ‘Legacy Contractors’ and ‘New Contractors’.

- A ‘Legacy Contractor’ who has been successful in tendering for the JGW+ Programme is also:
 - An existing Traineeships lead contractor, or
 - An existing Traineeships consortium, or
 - Any newly configured consortium of current Traineeships lead contractors or existing Traineeships consortium members.

- A ‘New Contractor’ who has been successful in tendering for the JGW+ Programme is:
 - A new contractor to the Jobs Growth Wales+ provision network who is not a Legacy Contractor.

AE4. The Traineeships Programme will close on 31 March 2022. By the end of January 2022 existing Traineeships contractors will identify their existing in-learning Traineeships Engagement and Level 1 cohorts and record on the Post 16 DMS any individuals not expected to complete their Traineeships Programme of learning by the 31 March 2022. The period from 1 March 2022 until 31 March 2022 will be a period of transition for those carry over learners and displaced learners yet to complete their ILP who were previously on the Traineeships Programme.

- Where a Legacy Contractor has been successful in tendering for the JGW+ Programme their existing in-learning Traineeships Engagement and Level 1 cohorts will transition with their Legacy Contractor onto the JGW+ Programme.
- Otherwise, displaced participants from existing in-learning Traineeships – Engagement and Level 1 cohorts will be distributed by region, between those Legacy Contractors and New Contractors who have been successful in tendering for the JGW+ Programme.
- There will be no carry-over of legacy Jobs Growth Wales Programme participants.

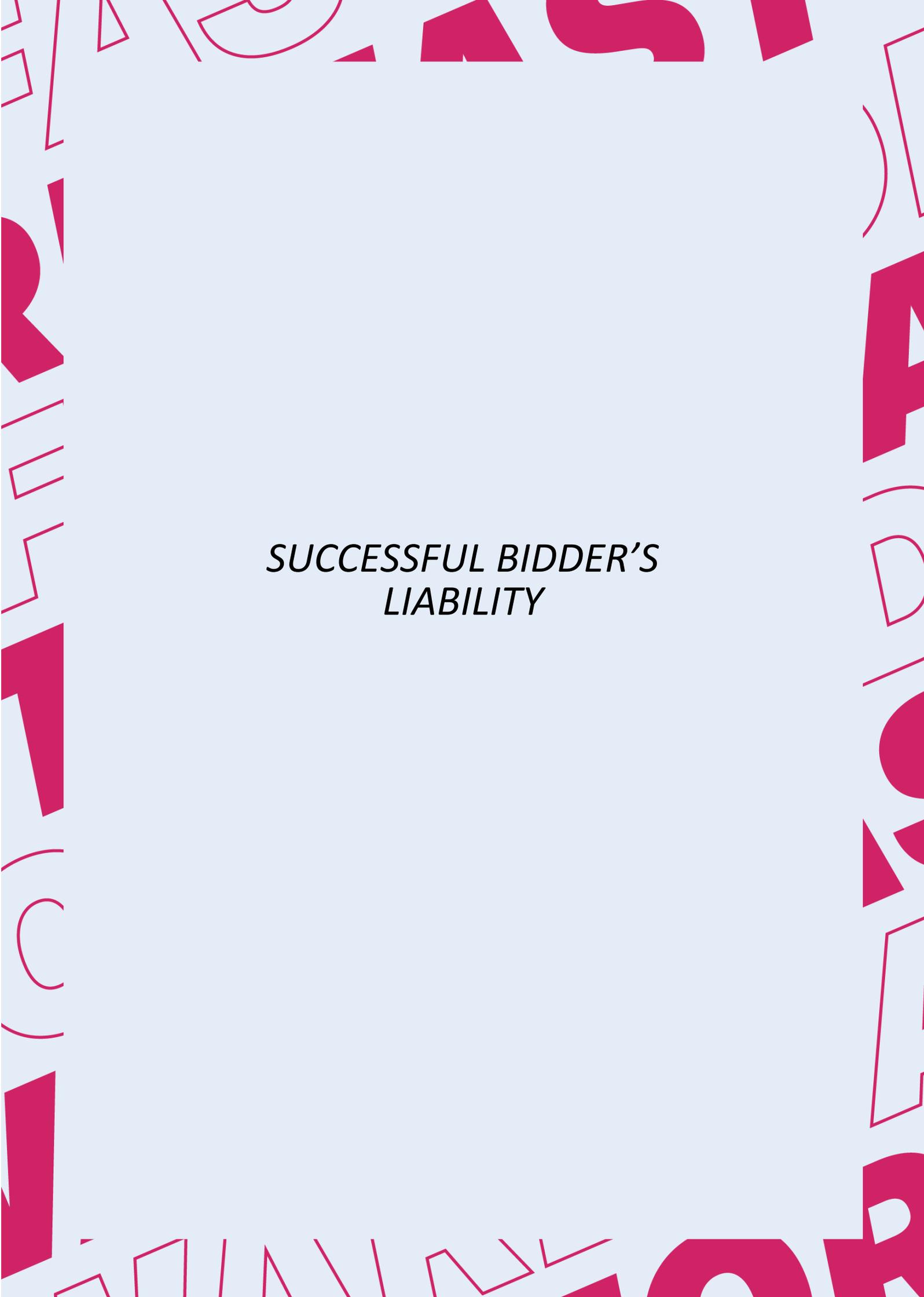
AE5. Full information on managing continuing participants and minimising displaced Participants including the financial values for particular cohorts is provided in the JGW+ Allocation Methodology at Annex 1.

AE6. All successful contractors, Legacy and New, are contractually obliged to ensure all Traineeships participants continuing their learning/development onto the JGW+ Programme are supported to the successful completion of their ILP, including progression to a higher level of learning/employment, as applicable. If an individual on the Traineeships Programme is 19 years old or over at the time of transitioning onto the JGW+ Programme they remain eligible for support through the JGW+ Programme.

AE7. From the commencement of the second year of the Agreement Term, there will be no distinction between Legacy and New Contractors and all Contractors will be allocated carry over participants.

AF. FINANCIAL STANDING AND RESOURCES

- AF1.** Under the terms and conditions of the Agreement, Contractors must ensure they have the necessary financial standing and resources to meet their obligations to Welsh Government. This will include (where appropriate) considering the level of existing work commitments and the potential impact on resources that being awarded the Agreement and annual Programme Commission would have.
- AF2.** In deciding to tender for the Agreement, Bidders should also be aware and take in consideration the risks of becoming over-reliant on the Welsh Government's business, or indeed that of any customer. In doing so, Bidders should take into account earnings from any other work undertaken for the Welsh Government as well as potential earnings from the Agreement and annual Programme Commission(s).

A decorative border composed of various red geometric shapes and letters, including triangles, squares, and stylized characters like 'R', 'A', 'D', 'C', and 'P', arranged in a circular pattern around the central text.

*SUCCESSFUL BIDDER'S
LIABILITY*

AG. SUCCESSFUL BIDDER'S LIABILITY

- AG1.** The Welsh Government is willing to limit the successful Bidder's liability for the purposes of and in accordance with the terms and conditions of the Agreement to a maximum of £10,000,000 (ten million pounds) and any such limit would need to be included in the annual Programme Commission(s). Bidders should refer to clause 17 (Limitation of Liability) of the terms and conditions of the Agreement.

INSURANCE

AH. INSURANCE

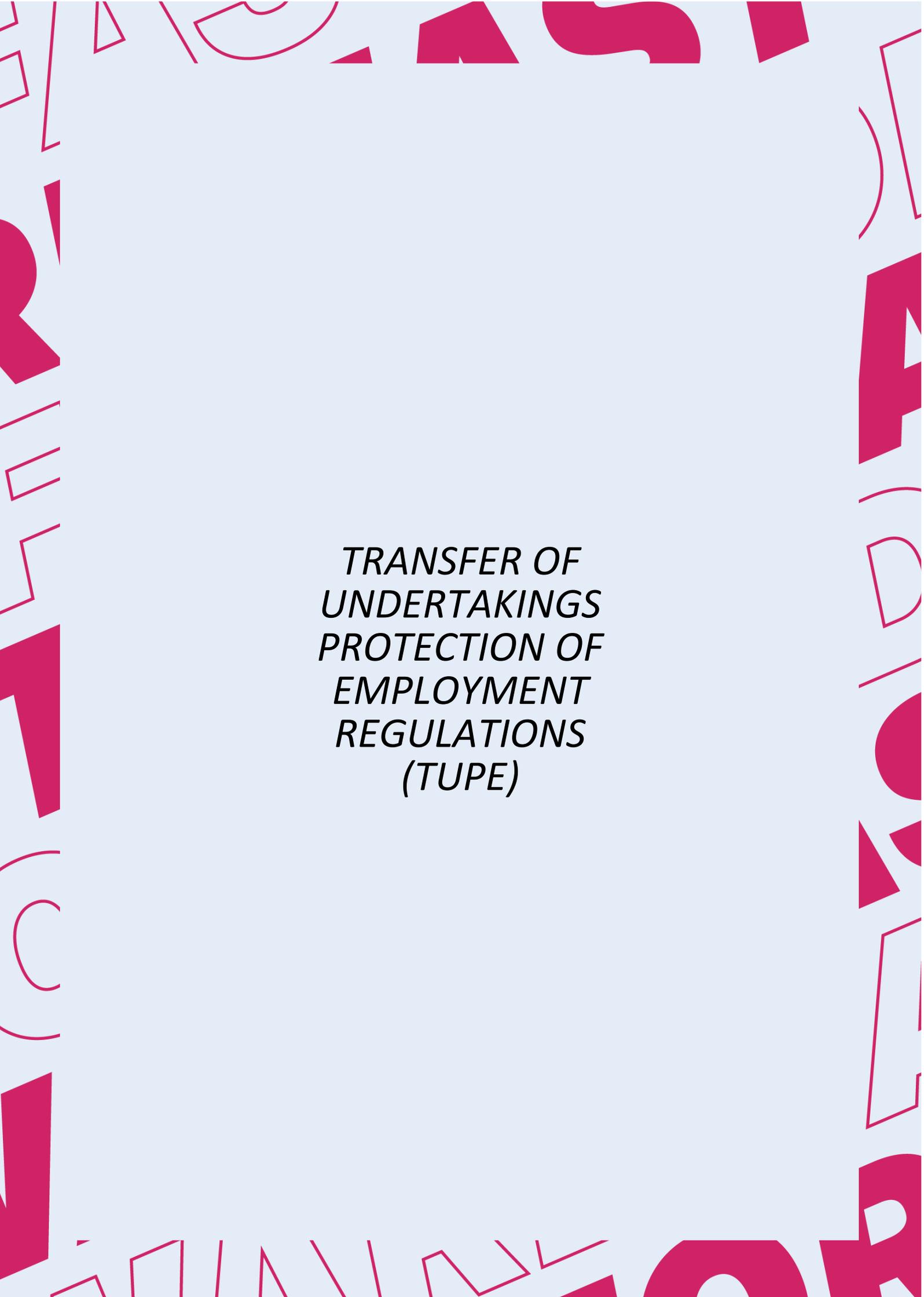
AH1.

The Contractor must maintain for the Agreement Term and all annual Programme Commissions and for twelve (12) calendar years following the expiry of the Agreement or annual Programme Commission whichever is the later the following forms of insurance cover with a reputable insurance company with the following minimum levels of cover:

- Professional Indemnity: £5,000,000 (five million pounds);
- Employers Liability: £10,000,000 (ten million pounds);
- Public Liability including Products Liability: £10,000,000 (ten million pounds).

For any one event or series of connected events arising from the same incident.

Bidders should refer to clause 16 (Risk, Insurance and Indemnity) of Schedule 1 of the Agreement.

A decorative border composed of various red geometric shapes and letters, including triangles, squares, circles, and stylized characters like 'R', 'A', 'D', 'C', 'V', and 'P', arranged in a frame around the central text.

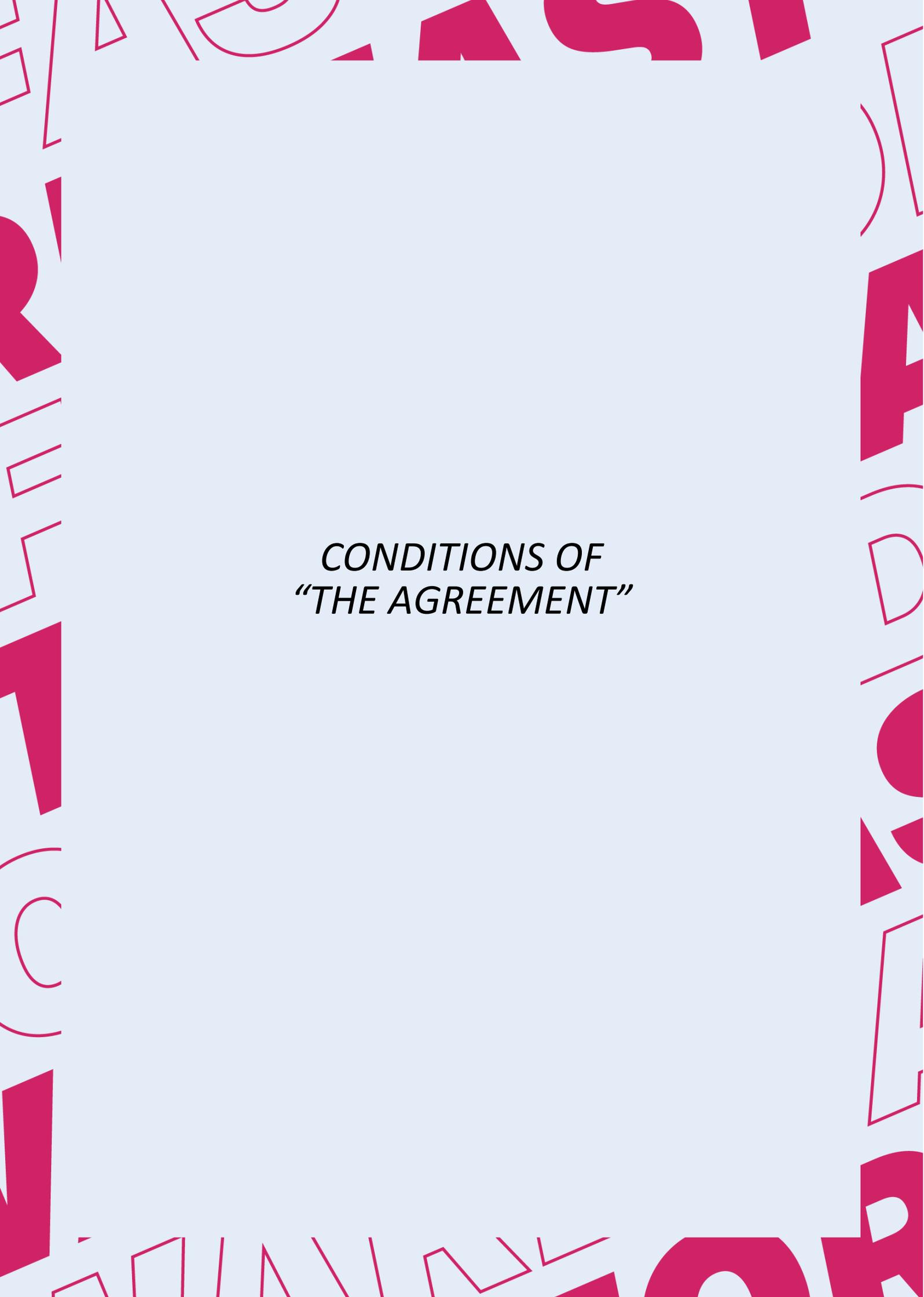
*TRANSFER OF
UNDERTAKINGS
PROTECTION OF
EMPLOYMENT
REGULATIONS
(TUPE)*

AI. TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT REGULATIONS (TUPE)

- A11.** The employees engaged by the incumbent contractors to deliver the services under the current contract could be affected by a change in Contractor. Bidders for the Agreement are therefore advised that they will need to consider the risk of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) applying to the transfer of work.
- A12.** Bidders are responsible for obtaining at their own expense advice regarding the application of TUPE to the delivery of the services.
- A13.** Bidders will be held to have, by their own independent observations and enquiries, fully informed and satisfied themselves as to the nature, extent and practicability of providing the services and the cost, risks (including the risks of TUPE), contingencies or other circumstances or matters which might in any way affect the tender.
- A14.** At the end of the Agreement, it is possible that TUPE may apply, and the Contractor may be required to provide the information to the Welsh Government.

AJ. BIDDERS REGISTERED OR LOCATED OUTSIDE OF WALES AND ENGLAND

- AJ1.** Successful Bidders for the Agreement who are registered or based outside of England and Wales will be required to provide a legal opinion in a form prescribed by and satisfactory to the Welsh Government before the Agreement is awarded. The legal opinion will need to be provided by a law firm authorised to practice in the foreign jurisdiction in which the Bidder is registered or located and which is independent of the Bidder.

A decorative border composed of various red geometric shapes and letters, including squares, triangles, circles, and stylized characters like 'R', 'A', 'D', 'C', 'W', 'M', 'P', and 'B', arranged in a circular pattern around the central text.

*CONDITIONS OF
"THE AGREEMENT"*

AK. CONDITIONS OF “THE AGREEMENT”

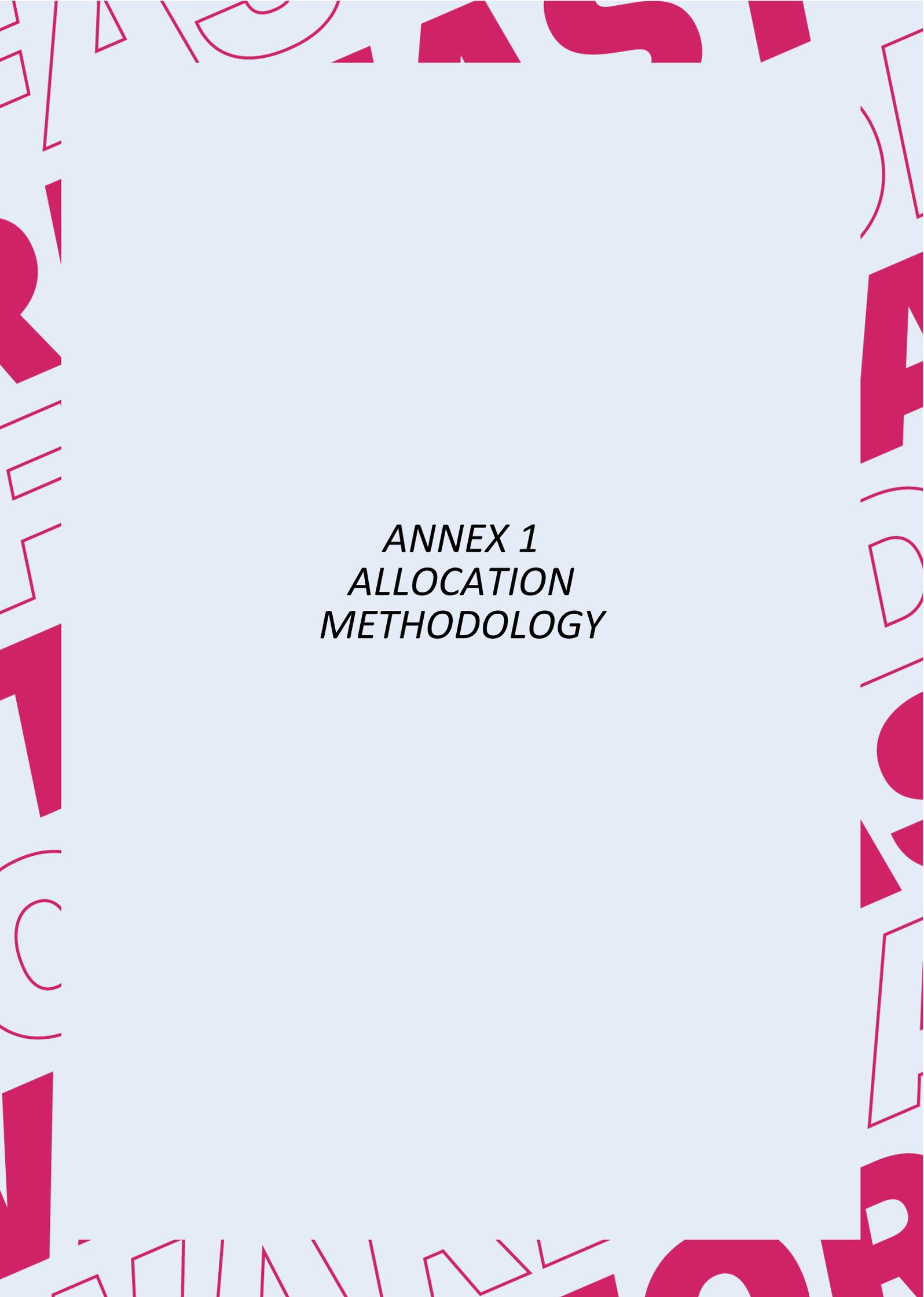
- AK1.** The terms and conditions of the Agreement shall apply to this Programme Commission, as awarded. The Bidder was required to agree to these as part of its Bid response.

A decorative border composed of various red geometric shapes and letters, including triangles, squares, circles, and stylized characters like 'R', 'A', 'D', 'C', and 'P', arranged in a circular pattern around the central text.

*PARTNERSHIP
WORKING*

AL. PARTNERSHIP WORKING

- A11.** The Contractor must build and maintain working relationships with key stakeholder organisations and groups to help provide effective and joined up provision and support for young people on the JGW+ Programme.
- A12.** Key stakeholders include but are not limited to:
- The Welsh Government;
 - Working Wales / Career Wales;
 - Communities for Work triage services (where applicable);
 - Jobcentre Plus;
 - Local Authorities; including Youth Engagement and Progression Framework (YEPF) Engagement and Progression Co-ordinators (EPCs);
 - Regional Skills Partnerships (RSPs);
 - Third sector employability and specialist service organisations;
 - Education and Learning Institutions including Pupil Referral Units and other organisations providing alternative curriculum support to participants;
 - Employers (in the private and third sectors);
 - Social Service teams and organisations;
 - Carer groups;
 - Youth Services;
 - Family Support Services;
 - NHS e.g., Child and Adult Mental Health Support Teams;
 - Alcohol & Drug Partnerships;
 - Youth Offending Teams;
 - Organisations working in youth homelessness.
- A13.** Contractors will be expected to maintain relationships with key stakeholders as needed to support to young people on the JGW+ Programme.
- A14.** As part of on-going contract and performance management by the Welsh Government, Contractors will be required to discuss their efforts to encourage partnership working.
- A15.** Contractors will be expected to participate in relevant sector events at a national level to share best practice, data, what works, etc.

A decorative border composed of various red geometric shapes and letters, including squares, triangles, circles, and stylized characters like 'R', 'A', 'D', 'C', 'W', and 'P', arranged in a circular pattern around the central text.

*ANNEX 1
ALLOCATION
METHODOLOGY*

ANNEX 1 ALLOCATION METHODOLOGY

Aims & Principles

1. This methodology will allocate circa £25 million of funding (the total budget is subject to the Welsh Ministers' discretion) to successful Bidders in 2022-23 and explains how the Allocation Methodology will be applied in subsequent years.
2. The key aims and principles of the Jobs Growth Wales+ Programme Framework Agreement and of this Allocation Methodology are:
 - a) To deliver a **compliant, clear and transparent allocation process**;
 - b) To ensure the delivery of a **quality Jobs Growth Wales+ Programme from 1 March 2022** onwards;
 - c) To ensure **distribution of Jobs Growth Wales+ provision across all regions** whilst being flexible enough to meet participant demand within the available budget;
 - d) To **minimise displacement** of current participants as they continue their learning/development under the new Programme Specification.

N.B. Jobs Growth Wales+ is an amalgamation of the Traineeships (Engagement and Level 1 strands) and Jobs Growth Wales employability programmes as operated by Welsh Government during, and prior to, 2021/22.

Delivery of a compliant, clear and transparent allocation process

3. The delivery of a compliant, clear and transparent allocation process is vital. Accordingly, the Welsh Government has worked closely with legal and procurement professionals to develop an assured methodology.
4. Contractors are reminded that during the Agreement Term and annual Programme Commissions, the Welsh Government may change this Programme Specification as set out in the INTRODUCTION SECTION under the heading Changes to the Programme Specification.

Quality

5. The focus on quality is paramount with overall Contractor 'confidence' a necessity.
6. We will require Bidders to pass all qualification questions and meet a minimum tender score of 60% for each technical scored question (which equates to overall 'Confidence' [minor concerns only] in the Contractor).
7. Bidders will automatically fail the tender if one or more answer to any scored technical question is assessed as being below 60% ('moderate concerns' or 'major concerns'). Any question response being assessed with a score of 40% or lower will immediately fail the tender bid.

All Bidders:

- (a) passing all Qualification questions; and
 - (b) Scoring no less than 60% on any of the scored technical questions, will be considered for an allocation using the following process.
 - (c) There is no restriction to the number of Bidders that may meet the quality threshold, detailed in paragraphs (a) and (b) above, however only the top 3 highest scoring bids for each Regional Lot (defined within paragraph 7, below) will be allocated a position on the framework and a first-year allocation contract.
8. To ensure delivery to all regions of Wales, Regional Lots will be used as described in the table below which provides the definition of Regional Lots. Bidders may submit a bid for one or more of the Regional Lots. Where a Bidder wishes to bid for more than one Regional Lot, a separate Technical Response Template and Non-Core Community Benefits Proposal Template (non-scored) for each respective Regional Lot must be submitted. The Contractor must deliver all elements of the JGW+ Programme for their Regional Lot(s).

JGW+ definition of Regional Lots

Regional Lot	Region	Composite Local Authorities	Participant Proportion
Lot 1	North Wales	Conwy, Denbighshire, Flintshire, Gwynedd, Isle of Anglesey, Wrexham.	12%
Lot 2	South West and Mid Wales	Carmarthenshire, Neath Port Talbot, Pembrokeshire, Swansea, Ceredigion, Powys.	25%
Lot 3	South Central Wales	Bridgend, Cardiff, Merthyr Tydfil, Rhondda Cynon Taf, Vale of Glamorgan.	38%
Lot 4	South East Wales	Blaenau Gwent, Caerphilly, Monmouthshire, Newport, Torfaen.	25%

9. The highest scoring three (3) Bidders will be offered a position on the framework and the first-year contract allocation for their region. However, the Welsh Government reserves the right to offer a position on the framework and the first-year contract allocation for any Regional Lot to less than three (3) Bidders where an insufficient number of Bidders satisfy the quality threshold. Further, the Welsh Government reserves the right to offer a position on the framework and the first-year contract to more than three (3) Bidders where more than one tenderer is ranked joint third highest scoring tenderer for a region. Where, for whatever reason, a successful tenderer refuses a contract allocation for one or more regions (“**Unallocated Offer**”):
- a) That successful tenderer shall not receive a contract allocation or a position on the framework for any Regional Lot it has refused.
 - b) The Unallocated Offer for the place on the framework for the applicable Regional Lot shall be offered, in order of tender outcome scores (highest to lowest), to the successful tenderer that ranked immediately after the top 3 successful Bidders (or relevant number of successful Bidders in accordance with this paragraph 8) for that Regional Lot.
 - c) If any successful tenderer refused the Unallocated Offer in accordance with (b), that successful tenderer will not be appointed on the framework for that Regional Lot and the Unallocated Offer will be divided equally among the top ranked successful Bidders for that region.
 - d) If there is no contractor or successful tenderer for that region and for the first year of operation only (see paragraph 30 for future years of operation), the Welsh Government will offer the Unallocated Offer, in order of tender score outcomes (highest to lowest), to successful contractors from each of the other Regional Lots.

- e) If no contractor wishes to accept the Unallocated Offer, the Welsh Government will seek to re-procure the provision for that region.

Securing Regional Provision

10. The Allocation Methodology will ensure delivery to the four regions of Wales (North, South West & Mid, South Central and South East).
11. Contracts will mandate delivery to Wales's hardest to reach rural areas. Successful Contractors will be allocated, as appropriate, funding for carry over and displaced participants. The remaining budget will be allocated, by region, for new participants.
12. The Welsh Government will seek to ensure that provision in each region of Wales is supported by 3 contractors with the aim of providing a 'safety net' if a contractor goes out of business or fails to meet minimum performance targets and their provision needs to be reallocated, while still providing choice in a region. However, as previously stated, the Welsh Government reserves the right to offer a contract allocation to less than or more than three (3) Bidders in the circumstances described in paragraph 8. (See also paragraphs 211 and 30).

Instructions for Bidding

13. Organisations cannot tender for a direct contract in addition to being included as a consortium member in another bid. For clarity, organisations can bid as a lead contractor or a consortium member but not both. Any relationships that are either anti-competitive or an abuse of market power are prohibited by the Competition Act 1998 may be prosecuted by the Competition and Markets Authority.

Managing Continuing Participants and Minimising Displaced Participants

14. Procuring a new network of Contractors creates the risk of displaced participants – that is, participants may find that their current Contractor, due to being unsuccessful in the procurement process, is unable to continue their learning/development and they will need to move to another Contractor to complete their ILP. This outcome can be destabilising for the participant and, in some cases, may lead to participant disengagement – resulting in loss of development for the individual and a potential waste of investment. For these reasons, it is imperative that an allocations process limits participant displacement.
15. To achieve this, we will distinguish between 'Legacy' successful Bidders and 'New' successful Bidders. For a 'Legacy' successful tenderer, their in-learning cohort (carry-over), as recorded on the Lifelong Learning Wales Record (LLWR) at the end of

January 2022 will receive a specific budget allocation value per participant (based on the derived average cost of a Traineeships participant – as applicable – on the Programme at the beginning of a new contract year – see table 1 below). The allocation of carry over participants to their Legacy successful tenderer will negate the need for any unnecessary transfer of participants. There will be no carry-over Jobs Growth Wales participants.

Table 1

Previous Programme/Strand	Type	Derived Average Cost Per Participant
Traineeships-Engagement	Carry-over	£2,255
Traineeships-Level 1	Carry-over	£3,112
Jobs Growth Wales (“JGW”)	Carry-over	There will be no JGW carry-over participants

16. Displaced participants from unsuccessful current Traineeships Contractors will be distributed between both successful Legacy and New Bidders, by region, using the same average cost per participant as identified in Table 1. For example, if an unsuccessful current contractor has 100 Traineeships Engagement participants in a specific region, the 3 successful contractors under the new framework for that region, both Legacy and New Contractors will be expected to take 33 displaced participants each (the highest quality scored contractor for that region would receive 34) receiving a financial value of $33 \times £2,255 = £74,415$ and $34 \times £2,255 = £76,670$ for that particular cohort.
17. All successful contractors, Legacy and New, are contractually obliged to ensure all participants continuing their learning/development for the Agreement Term are supported to the successful completion of their ILP, including progression to a higher level of learning/employment, as applicable.
18. **A Legacy Contractor is defined as:**
 - An existing Traineeships lead contractor; or
 - An existing Traineeships consortium; or
 - Any newly configured consortium of current Traineeships lead contractors or existing Traineeships consortium members.

19. A New Contractor is defined as:

- A new contractor to the Jobs Growth Wales+ provision network not defined as a Legacy Contractor.

There is a requirement to distinguish between Legacy and New Contractors during the first contract year to account for the allocation of the carry over participants to Legacy Contractors. From the commencement of the second contract year, there will be no distinction between Legacy and New Contractors and all Contractors will be allocated carry over participants (see paragraphs 28 – 31 (Future Years)).

How the allocations methodology works

New Jobs Growth Wales+ Participants

20. After funding has been assigned for continuing and displaced participants (see above) the remaining budget will be allocated for new participants.

21. To do this the following principles will be applied:

- (a) **Contractors must bid to cover all elements** of the Jobs Growth Wales+ Programme within one or more of the Regional Lots.
- (b) **Regional Allocations** will be used to ensure proportionate coverage in each of our regions. As has been the historic approach to delivery, Bidders will need to submit the bid for the relevant Lot(s). If successful, and subject to the principles described in paragraph 8, the highest scoring 3 Bidders will be contracted to deliver in those regions. A tenderer should only bid for the region/regions it is able to deliver all elements of the Programme throughout that whole region, as will be defined in the Programme Specification.
- (c) **Regional Values** will be based on the available budget for new participants (after continuing and displaced participant values have been allocated) and will be pro-rated as set out in the JGW+ definition of Regional Lots (see paragraph 7).
- (d) **Note on flexibility in the contract offer:** Contractors will be permitted to deliver to participants from another/other region(s) if the Working Wales (delivered by Careers Wales) referral identifies that requirement. This will be based on participant need. Referral numbers will be recorded and monitored, and no contractor will be disadvantaged.
- (e) Working Wales may place a participant with a Contractor from another region in circumstances including but not limited to:

- i. Participants that live on the border of two regions and due to the availability (or lack thereof) of public transport or the location of Contractor's premises it is more suitable for the participant to attend outside of their region;
- ii. Participants have previously been referred to a specific contractor in their region and the relationship has broken down and either the participant or the contractor are not prepared to work together.
- iii. Specific legal circumstances, such as, a court ruling requires a participant to stay a certain distance away from another participant at all times.

The circumstances described in (ii) and (iii) would apply where there is no suitable alternative contractor available within the participant's region.

- (f) Incorporating flexibility into the allocation process will enable participants to have access to the right provision across Wales to ensure (to the extent possible) participants undertake the identified training and development to gain and remain in employment.
- (g) Generally, referrals by Working Wales will be made to contractors in each region on a rota basis as advised by Welsh Government i.e., first referral to contractor 1, second referral to contractor 2, third referral to contractor 3 and then fourth referral back to contractor 1. If, it is considered that a participant should be referred to a particular contractor in the region, Working Wales will miss them out on the next round of referrals to keep referrals balanced. If the needs of the participant are best served by a contractor outside the region, Working Wales can refer to that contractor with a note on the Assessment and Referral Report explaining the reason(s).

Allocation Specifics

22. To calculate a new participant allocation for each Contractor within each region:

- (a) The budget available for new participants will be determined on a regional basis using an average cost per participant derived from historic data for the take-up of Traineeships and Jobs Growth Wales provision across the regions of Wales for 2017/18 and 2018/19. It should be noted 2019/20 data will not be used following disruption to the Traineeships and Jobs Growth Wales provision due to Covid-19 and the consequent impact on data during that performance year.

- (b) The value for new participants per region will be divided equally between the 3 (or relevant number as per paragraph 8) highest quality scoring, successful contractors appointed for that region. Each contractor, whether Legacy or New, will receive the value of funding for new participants in that region in line with the process described in paragraph 15 above. The allocation will be given in full to a contractor where there is 1 successful organisation in a region.
- (c) If there are no contractors or successful Bidders for a region, the Welsh Government will offer the provision, in order of tender score outcomes (highest to lowest), to successful contractors from each of the other regions. If no contractor wishes to accept the offer, the Welsh Government will seek to re-procure the provision for that region. If successful contractors are joint highest scoring within their Regional Lot, allocations will be distributed evenly. The allocation of displaced learners will be subject to receipt of a robust business case from the Contractor demonstrating the Contractor's ability and capacity to accommodate the additional learners. In the event that Contractors are equally matched in relation to the criteria, learners will be divided between the Contractors proportionate to each Contractor's baseline value.

Programme Delivery Targets

- 23.** The Programme Specification will identify the expected minimum performance threshold targets that each Contractor will be expected to achieve. These targets will be based on published legacy programme performance. Annual Programme Commissions for successful contractors will contain targets. The Welsh Government reserves the right to amend these targets.
- 24.** In year one, discussions will be held with each successful Contractor to ascertain how it will meet the contractual performance targets, as will be defined in the Programme Specification. These discussions will form the basis of a rigorous performance management process.

Addressing Participant Need

- 25.** Working Wales (as delivered through Careers Wales) will assess the needs of each participant to identify if the JGW+ Programme is the most suitable to address those needs. Referral to a Contractor will be supported with an Assessment and Referral Report (ARR) explaining what must be addressed through the Participant's ILP. (See paragraph 20(d) – (g) above for referral process between Working Wales and Contractors in a region).

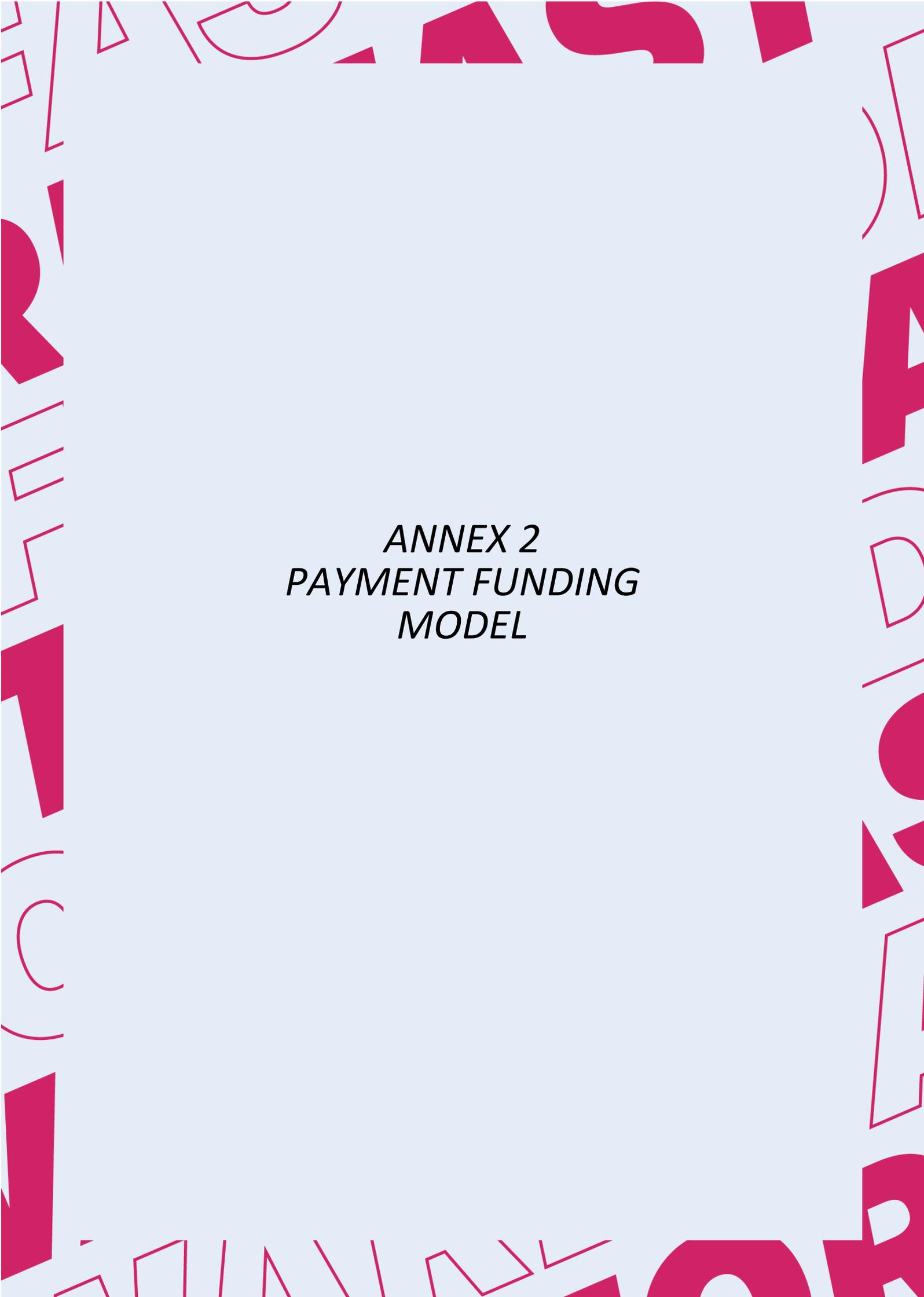
26. Where participant need is not being met by the JGW+ network, Contractors will be expected to expand their delivery or engage with new sub-contractors to enable Programme delivery.
27. The JGW+ network, as a whole, is expected to collaborate to meet the demands of each region, sector, and employer (where applicable).
28. In those instances where the Welsh Government is required to seek new delivery options to ensure particular participant needs can be met, it will initially approach the Contractor that had the highest quality tender score for the region where the provision is required. After the first year of contract delivery, regional performance against the contractual minimum performance targets will dictate the order of how Welsh Government will approach contractors delivering the Programme in a particular region i.e., the best performing contractor will be approached first.

Future Years

29. In the second year, allocations will be made to all contract holders that are successful on the framework to secure sufficient provision for carry over participants into the following contract year.
30. Future allocations will be made based on available budget and will reflect each Contractor's delivery against performance targets.
31. Should there be a requirement to allocate displaced participants due to Contractor failure at any time after the first year of operation, the provision will be offered initially to the contractor with the highest performance rating against contractual performance targets for that region. If they refuse, it will then be divided equally and offered to the remaining contractor(s) for that region. If the option does not exist to offer the provision to a contractor for that region, Welsh Government will offer the provision, in order of performance outcomes (highest to lowest), to contractors from each of the other regions. If no contractor wishes to accept the offer, the Welsh Government will seek to re-procure the provision for that region.
32. The allocation of displaced learners will be subject to receipt of a robust business case from the Contractor demonstrating the Contractor's ability and capacity to accommodate the additional learners. In the event that Contractors are equally matched in relation to the criteria, learners will be divided between the Contractors proportionate to each Contractor's baseline value.

Management Fees

- 33.** To ensure transparency, contractors will be contractually obliged to publish on their website a broad statement of their approach taken to subcontracting. The information will need to include all services provided and how associated/additional costs have been determined.

A decorative border surrounds the page, featuring various red geometric shapes and letters. The letters 'R', 'A', 'D', 'C', and 'P' are visible, along with lines, triangles, and other abstract forms.

*ANNEX 2
PAYMENT FUNDING
MODEL*

ANNEX 2 PAYMENT FUNDING MODEL

1. Contractors are reminded that during the Agreement Term and annual Programme Commissions, the Welsh Government may change this Programme Specification as set out in the INTRODUCTION SECTION under the heading Changes to the Programme Specification.

Guided Contact Hours (GCH)

2. Jobs Growth Wales+ (JGW+) Programme Contractor payments are based on Guided Contact Hours (GCH), this is the number of teaching, instructional or assessment contact hours for a particular learning activity. The Contractor must meet requirements for reporting and evidencing GCH as set out in the Programme Specification under (SECTIONS on ALLOCATIONS AND FUNDING, EVIDENCE REQUIREMENTS, DATA AND PAYMENTS CONDITIONS, DATA MANAGEMENT AND SUBMISSION).
3. As set out in detail in the Programme Specification (see SECTION ALLOCATIONS AND FUNDING) the Contractor is required to provide details of centre-based GCH and work-based GCH. This information provided by the Contractor will be used by the Welsh Government to inform JGW+ Programme payments as follows.

Learning Unit

4. A Learning Unit (LU) is the measurement used within the Payment Funding Model for calculating payment based on the volume of GCH. The Contractor will receive payment for GCH equivalent to the value of Lus.
5. The LU value for the JGW+ Programme is: **£26.20 per LU**.

Induction Payment

6. The Contractor must evidence their entitlement to claim an Induction Payment as set out (in the EVIDENCE REQUIREMENTS SECTION).
7. The Contractor can claim **a single induction payment equivalent to the value of**
 - **For Engagement Strand - 12 LU's** for each young person that starts on the JGW+ Programme.
 - **For Advancement and Employment Strand - 6 LU's** for each young person that starts on the JGW+ Programme.

8. There is no induction payment in circumstances where a young person transfers between JGW+ Programme Strands or where less than 3 weeks has elapsed since the date when the young person left the JGW+ Programme.

Monthly Delivery Payment

9. The Contractor must evidence their entitlement to claim a Monthly Delivery Payment as set out (in the EVIDENCE REQUIREMENTS SECTION).

Engagement Strand

10. The Contractor can claim a monthly delivery payment equivalent to the value of **1 LU for every 3 hours of centre-based GCH delivery** and **1 LU for every 8 hours of work-based GCH delivery**.

Advancement Strand

11. The Contractor can claim a monthly delivery payment equivalent to the value of **1 LU for every 4 hours of centre-based GCH delivery** and **1 LU for every 13 hours of work-based GCH delivery**.

Employment Strand

12. The Contractor is expected to make every effort to find a supporting employer within 10 weeks of the young persons' Start Date or shortly thereafter whilst continuing to deliver their ILP. In the period prior to finding a supporting employer, the Contractor will be expected to identify suitable work trials of no longer than 1 day in length (per employer) in order to identify a supporting employer, this will count towards work based GCH. The Contractor is also expected to engage the young person in activity designed to prepare them for entering work, this will count towards centre based GCH.
13. Prior to the date when the young person starts their wage subsidised employment the Contractor can claim a monthly delivery payment equivalent to the value of **1 LU for every 13 hours of work-based GCH delivery** and **1 LU for every 4 hours of centre-based GCH delivery**.
14. From the date when the young person starts their wage subsidised employment the Contractor can claim a monthly delivery payment equivalent to the value of **6 LU per four-week period for work-based GCH delivery**.

The Wage Subsidy Delivery fee falls within scope of the Contracted-Out Services Direction for the recovery of VAT.

Employment Wage Subsidy

15. The Contractor must evidence the monthly Employment Wage Subsidy payments made by the Contractor to employers supporting young people on the JGW+ Programme as set out in the (EVIDENCE REQUIREMENTS SECTION).
16. For reimbursing the Employment Wage Subsidy payment made by the Contractor to the employer a maximum value will be calculated and paid in monthly instalments to the Contractor for each Employment Opportunity. This will ensure that Contractors cannot exceed the maximum value for the young person on the JGW+ Programme. This will be based on the **number of contracted hours per week x 26 weeks (maximum) x National Minimum Wage (NMW) (as appropriate for the age throughout the Programme for each Participant and divided by 50%)**.
17. The Welsh Government will not reimburse costs after the 26 weeks of funding has ended.
18. Details for Employment Wage Subsidy are set out in the (SECTION PROGRAMME DELIVERY).

Training Allowance and Support Costs

19. The Contractor must evidence all Training Allowance and Support Costs payments made by the Contractor to young people on the JGW+ Programme as set out in the (EVIDENCE REQUIREMENTS SECTION).
20. Details for reimbursing the Training Allowance and Support Costs for non-employed young people on the JGW+ Programme are set out in the (SECTIONS on TRAINING ALLOWANCE AND SUPPORTS COSTS and ALLOCATIONS AND FUNDING).

ANNEX 3 KEY DELIVERY INDICATORS (KDIs)

The KDIs will be used by the Welsh Government to monitor the Contractor's performance (as provided for under the terms and conditions of the Agreement).

Contractors are reminded that during the Agreement Term and annual Programme Commissions, the Welsh Government may change this Programme Specification as set out in the INTRODUCTION SECTION under the heading Changes to the Programme Specification.

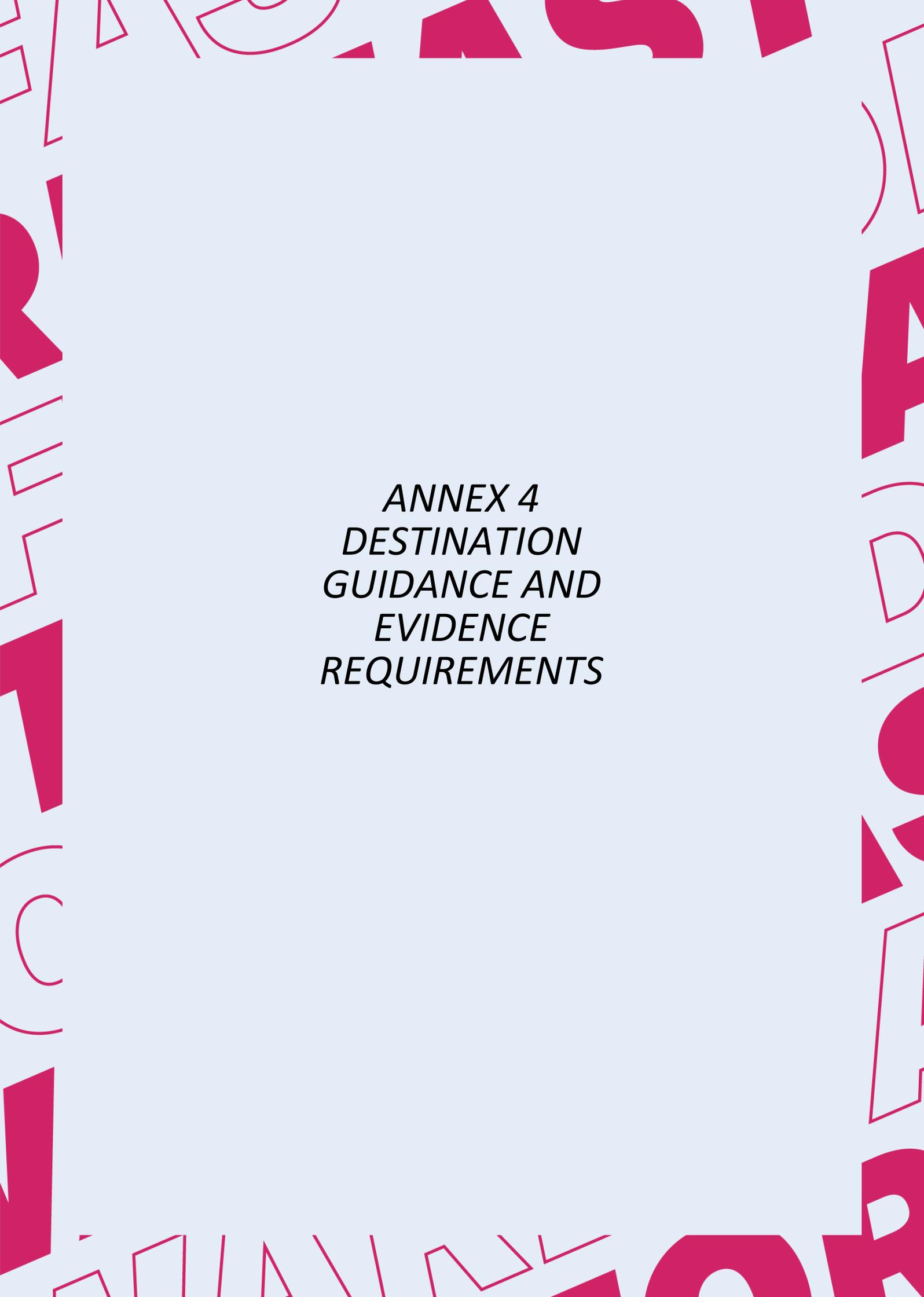
No:	Criteria	Key Delivery Indicators
1.	Notification	<p>The Contractor must give Notification to the young person and Working Wales in writing within 10 working days of the young person's referral by Working Wales, to:</p> <ul style="list-style-type: none"> • State their eligibility for entering the JGW+ Programme; • State the proposed date of the Pre-Start Meeting; • State the young person's anticipated Start Date on the JGW+ Programme and the applicable JGW+ Programme Strand; and • State the Young Persons' Terms and Conditions for entering the JGW+ Programme. <p>Or</p> <ul style="list-style-type: none"> • Explain with reference to the reasons for Programme ineligibility, the grounds the Contractor has found the young person to be ineligible for the JGW+ Programme. The Contractor must also state the evidence relied on to make this determination. <p>(See ON PROGRAMME and EVIDENCE REQUIREMENTS).</p>
2.	Pre-Start Meeting	<p>The Contractor must ensure the following:</p> <p>Hold the Pre-Start Meeting with the young person within 10 working days, from the date when Notification is given to the young person.</p> <p>A completed and signed Registration Form must be in place on the first day the young person attends the Programme.</p> <p>(See ON PROGRAMME and EVIDENCE REQUIREMENTS SECTIONS).</p>
3.	Start Date / On-Programme	<p>The Contractor must ensure the following:</p> <p>Start the young person on the Programme (the Start Date) within 15 working days from the date when the Pre-Start Meeting takes place.</p>

No:	Criteria	Key Delivery Indicators
		<p>A completed and signed Starters Form must be in place within 15 working days of the date of the Pre-Start Meeting for the young person.</p> <p>Requirements for Programme eligibility must be met and evidenced.</p> <p>(See PROGRAMME ELIGIBILITY and EVIDENCE REQUIREMENTS SECTIONS).</p>
4.	Individualised Learning Plan	<p>The Contractor must ensure the following.</p> <p>An agreed and signed ILP must be in place within 20 working days of the Start Date for the young person on the JGW+ Programme;</p> <p>A WEST assessment must be completed within 20 working days of the young person's Start Date on the JGW+ Programme;</p> <p>The learning/development activity must be commenced by the Contractor within 20 working days of the young person's Start Date (for Engagement and Advancement Strands);</p> <p>Where qualifications form part of the ILP, registration with the relevant awarding organisation/s must take place within 8 weeks of the young person's Start Date for at least one qualification set out in the young person's ILP (for Engagement and Advancement Strands);</p> <p>During the 10-week period when the Contractor must aim to find a supporting employer, the Contractor must engage the young person in work related preparation detailed in their ILP (for Employment Strand);</p> <p>Requirements for ILPs must be met and evidenced.</p> <p>(See ON PROGRAMME and EVIDENCE REQUIREMENTS SECTIONS).</p>
5.	Progress Reviews	<p>The Contractor must review, agree and update the ILP at Progress Reviews held at least every 8 weeks (this measurement should be applied from the Start Date and thereafter from the date of the last review undertaken).</p> <p>Requirements for Progress Reviews must be met and evidenced.</p> <p>(See ON PROGRAMME and EVIDENCE REQUIREMENTS SECTIONS).</p>
6.	Attendance Requirements	<p>The Contractor must capture and retain evidence to verify a young person's attendance on the JGW+ Programme in correlation with their agreed ILP.</p>

No:	Criteria	Key Delivery Indicators
		<p>Requirements for attendance must be met and evidenced.</p> <p>(See PROGRAMME DELIVERY REQUIREMENTS and EVIDENCE REQUIREMENTS SECTIONS).</p>
7.	Training Allowance	<p>The Contractor must ensure a Training Allowance is paid weekly in arrears to non-employed young people who have started on the JGW+ Engagement and Advancement Strands. For non-employed young people who have stated on the JGW+ Employment Strand the Training Allowance is only payable during the period of time when a supporting employer is being identified (the Contractor must aim to find a supporting employer within 10 weeks or shortly thereafter from the date when the young person started on the JGW+ Employment Strand).</p> <p>Requirements for paying Training Allowance must be met and evidenced.</p> <p>(See PROGRAMME DELIVERY REQUIREMENTS, SUPPORT COSTS, and EVIDENCE REQUIREMENTS SECTIONS).</p>
8.	Wage Subsidy	<p>The Contractor must aim to find a supporting employer within 10 weeks or shortly thereafter of the young person's Start Date on the JGW+ Programme Employment Strand.</p> <p>Requirements for paying Wage Subsidies must be met and evidenced.</p> <p>(See PROGRAMME DELIVERY REQUIREMENTS, SUPPORT COSTS, EVIDENCE REQUIREMENTS SECTIONS).</p>
9.	Employer Engagement	<p>A completed and signed young person Work Experience Form should be in place before the young person attends a work placement or work trial opportunity.</p> <p>The Contractor must ensure the following:</p> <p>Requirements for Employer Criteria Standards for Wage Subsidised Employment must be met and evidenced;</p> <p>Requirements for work experience must be met and evidenced.</p> <p>The Contractor must demonstrate and evidence delivery of their Employer Engagement Strategy. This will be requested and reviewed by the Welsh Government in the first quarter of the Contract delivery and thereafter as needed at CRM meetings.</p> <p>(See PROGRAMME DELIVERY REQUIREMENTS, EVIDENCE REQUIREMENTS, PERFORMANCE MEASURES, CONTRACT AND PERFORMANCE MANAGEMENT SECTIONS).</p>

No:	Criteria	Key Delivery Indicators
10.	Unauthorised absence / Dismissal	<p>The Contractor must on the first working day of the unauthorised absence attempt to contact the young person to ascertain the reason for their absence.</p> <p>If the Contractor has been unable to contact the young person within 5 working days of the young person's unauthorised absence the Contractor must determine the best course of action. This may involve asking the young person to leave the JGW+ Programme or dismissing the young person from the JGW+ Programme.</p> <p>Requirements for unauthorised absence and/or dismissal must be met and evidenced.</p> <p>(See PROGRAMME DELIVERY REQUIREMENTS, EVIDENCE REQUIREMENTS SECTIONS).</p>
11.	Leaving	<p>Requirements for leaving must be met and evidenced.</p> <p>(See PROGRAMME DELIVERY REQUIREMENTS, EVIDENCE REQUIREMENTS SECTIONS).</p>
12.	Complaints Procedure	<p>The Contractor must have a formal procedure for dealing with complaints from young people, employers and other third parties, based on guidance published by the Welsh Government.</p> <p>Requirements for complaints must be met and evidenced.</p> <p>(See QUALITY ASSURANCE AND CONTINUOUS IMPROVEMENT, CONSORTIA AND COLLABORATIVE BIDS, SUB-CONTRACTING, EQUALITY AND DIVERSITY SECTIONS).</p>
13.	Community Benefits Strategy	<p>The Contractor must demonstrate and evidence delivery of their Community Benefits Strategy. This will be requested and reviewed by the Welsh Government in the first quarter of the Contract delivery and thereafter as needed at CRM meetings.</p> <p>(See COMMUNITY BENEFITS, PERFORMANCE MEASURES, CONTRACT AND PERFORMANCE MANAGEMENT SECTIONS).</p>
14.	Equal Opportunities Strategy	<p>The Contractor must demonstrate and evidence delivery of their Equal Opportunities Strategy. This will be requested and reviewed by the Welsh Government in the first quarter of the Contract delivery and thereafter as needed at CRM meetings.</p> <p>Equality and diversity requirements must be met and evidenced (see EQUALITY AND DIVERSITY SECTION).</p> <p>(See EQUALITY AND DIVERSITY, CONTRACT AND PERFORMANCE MANAGEMENT SECTIONS).</p>

No:	Criteria	Key Delivery Indicators
15.	Access to Coaching, Personal Support and Additional Learning Support	<p>Where identified in the ARR and ILP the Contractor must ensure access to Additional Learning Support (ALS) to empower individual learners to achieve.</p> <p>(See PROGRAMME DELIVERY REQUIREMENTS, SUPPORT COSTS, and EVIDENCE REQUIREMENTS SECTIONS).</p>

A decorative border surrounds the page, composed of various pink and red geometric shapes and letters. The letters are stylized and fragmented, appearing as if they are part of a larger, broken-up text. The shapes include rectangles, triangles, and curved lines, creating a modern, abstract frame.

*ANNEX 4
DESTINATION
GUIDANCE AND
EVIDENCE
REQUIREMENTS*

ANNEX 4 DESTINATION GUIDANCE AND EVIDENCE REQUIREMENTS

Destination	Categorisation (Positive, Negative or Neutral)	Definition/Criteria	Evidence requirements	Additional information
Further learning at a higher level	Positive	<p>The further learning:</p> <ul style="list-style-type: none"> - Must start within 8 weeks of the young person leaving the Programme; - Must be for 16 hours or more per week (there is no stipulated duration); - Must be accredited within the Credit and Qualifications Framework for Wales (CQFW); - Must be intended to lead to an approved qualification at a higher level. 	<p>The JGW+ Destination Form (template checklist is available by emailing AskJGWPlus@gov.wales) must be completed and one of the following must be available as supporting evidence:</p> <ul style="list-style-type: none"> - Declaration from 'new' learning provider; - E-mail/letter/admissions slip from new learning provider which includes name of young person, Start Date and that the programme/course is accredited within the CQFW and is of 16 hours or more per week. <p>Our expectations are for Contractors to obtain the preferred destination evidence from the employer or new learner provider. Where Contractors are experiencing difficulty with obtaining the preferred evidence this should be documented and the destination outcome achieved should instead be verified by authenticated and dated participant self-declaration.</p>	<p>Progression from a JGW+ Engagement or Advancement Strands to JGW+ Employment Strand does not constitute a progression into further learning at a higher level. Transfers between these JGW+ strands should be recorded, and these young people will then be excluded from the calculation for positive progressions.</p> <p>Progression to further learning at a higher level includes progression within a CQFW Qualification Level between Award to Certificate and Award or Certificate to Diploma.</p>
Apprenticeship including self-employed Apprenticeship	Positive	<p>The apprenticeship:</p> <ul style="list-style-type: none"> - Must start within 8 weeks of the young person leaving the Programme. - Can be at CQFW level 2 or CQFW level 3. 	<p>One of the following must be available as evidence:</p> <ul style="list-style-type: none"> - Declaration from 'new' Contractor; - E-mail/letter/admissions slip from new Contractor which includes name of young person, Start Date and that 	

Destination	Categorisation (Positive, Negative or Neutral)	Definition/Criteria	Evidence requirements	Additional information
			<p>the programme/course is accredited within the CQFW and is of 16 hours or more per week.</p> <p>Our expectations are for Contractors to obtain the preferred destination evidence from the employer or new learner provider. Where Contractors are experiencing difficulty with obtaining the preferred evidence this should be documented and the destination outcome achieved should instead be verified by authenticated and dated participant self-declaration.</p>	
Employment	Positive	<p>The employment:</p> <ul style="list-style-type: none"> - Must start within 8 weeks of the young person leaving the Programme; - Must be for 16 hours or more per week (there is no stipulated duration). <p>If a young person with learning difficulties and/or disabilities is progressing into supported employment the 16 hours rule does not apply.</p>	<p>The JGW+ Destination Form must be completed and one of the following must be available as supporting evidence:</p> <ul style="list-style-type: none"> - Declaration from employer; - Correspondence from employer confirming the following details: young person's name; name of company; job title; Start Date; and that the minimum hours requirement is met; - Employment contract; - Latest wage slip. <p>Our expectations are for Contractors to obtain the preferred destination evidence from the employer or new learner provider. Where Contractors are experiencing difficulty with obtaining the preferred evidence this should be documented and the destination outcome achieved should instead be verified by authenticated and dated participant self-declaration.</p>	<p>Voluntary unpaid work is categorised as a neutral outcome.</p> <p>Progression from the JGW+ Engagement Strand or JGW+ Advancement Strand to the JGW+ Employment Strand, does constitute progression into employment where the wage subsidised employment opportunity commences within 8 weeks of exiting the Engagement or Advancement Programme Strand.</p> <p>The following definitions apply for the purposes of recording an immediate destination into employment to populate LLWR field LP79:</p>

Destination	Categorisation (Positive, Negative or Neutral)	Definition/Criteria	Evidence requirements	Additional information
				21 = Employment (full-time) 30 hours or more per week. 22= Employment (part-time) less than 30 hours per week but greater than 16 hours or more per week. 23 = Employment (less than 16 hours per week).

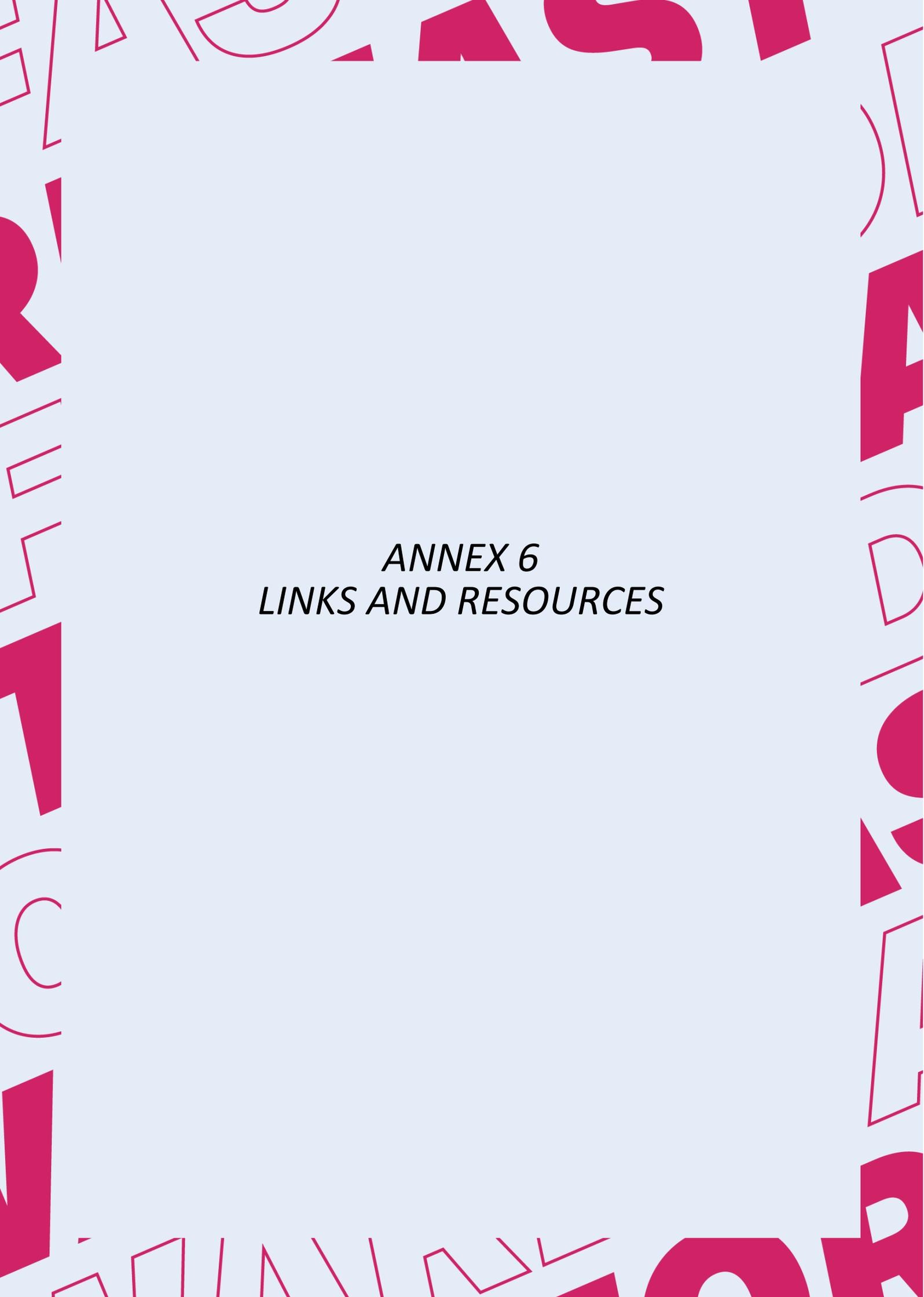
Destination	Categorisation (Positive, Negative or Neutral)	Definition/Criteria	Evidence requirements	Additional information
Self-employment	Positive	<p>The self-employment:</p> <ul style="list-style-type: none"> - Must start within 8 weeks of the young person leaving the Programme; - Must be 16 hours or more per week (there is no stipulated duration). 	<p>The JGW+ Destination Form must be completed and one of the following must be available as supporting evidence:</p> <ul style="list-style-type: none"> - A submitted HMRC 'SA302' self-assessment tax declaration, with acknowledgement of receipt (SA302s can be requested from HMRC).(where first SA302 not yet submitted, other documentation to show that the trade/business activity is registered with HMRC for tax and national insurance purposes); - Records to show actual payment of Class 2 National Insurance Contributions; - Business records in the name of the business as evidence that a business has been established and is active/operating - lease on premises; purchase/ lease of equipment; publicity materials; business invoices; correspondence with Local Authority; legal correspondence; - If registered as a limited company: Companies House records/ listed as Company Director - Confirmation letter from accountant - VAT registration confirmation from HMRC. 	

Destination	Categorisation (Positive, Negative or Neutral)	Definition/Criteria	Evidence requirements	Additional information
Further learning at same or lower level	Neutral	<p>The further learning:</p> <ul style="list-style-type: none"> - Must start within 8 weeks of the young person leaving the Programme; - Must be 16 hours or more per week (there is no stipulated duration); - Must be accredited within the CQFW; or - May include enrolment onto Communities for Work 	<p>The JGW+ Destination Form must be completed and one of the following available as supporting evidence:</p> <ul style="list-style-type: none"> - Declaration from 'new' learning provider ; - E-mail/letter/admissions slip from new learning provider which includes name of the young person, Start Date and that the programme/course is accredited within the CQFW and is of 16 hours or more per week. <p>Evidence is not necessary for young people who are entered as 'transfers' (these young people will be excluded from the calculation for performance measures).</p> <p>Our expectations are for Contractors to obtain the preferred destination evidence from the employer or new learner provider. Where Contractors are experiencing difficulty with obtaining the preferred evidence this should be documented and the destination outcome achieved should instead be verified by authenticated and dated participant self-declaration.</p>	Where a young person is undertaking further learning and the requirements are not met i.e., seeking work/unemployed should be entered.
'Other'	Neutral	<p>'Other' includes:</p> <ul style="list-style-type: none"> - Long term sickness (eligible periods of authorised leave or suspension would have been exhausted); 	<p>Examples of evidence:</p> <ul style="list-style-type: none"> - MED 3 'Unfit/ Fit notes. - A review documenting that the young person is not able to progress due to pregnancy; or an authenticated statement from the young person. 	Pregnancy is not a reason in itself for the Young person to leave a programme but can be a reason for not progressing.

Destination	Categorisation (Positive, Negative or Neutral)	Definition/Criteria	Evidence requirements	Additional information
		<ul style="list-style-type: none"> - Pregnancy; - Death. - Custodial sentence or remand in custody. - Moved out of Wales - not able to continue with learning funded by the Welsh Government. 	<ul style="list-style-type: none"> - A record of how the Contractor became aware that this was the reason for the young person leaving the Programme. - Review documenting the young person is moving out of Wales and is unable to continue learning programme; or a statement by the young person confirming this is the case. 	

ANNEX 5 ECO-CODE

Company Employer name :	
Authenticated:	I confirm that the following actions will be addressed by the above-named company as part of our commitment to supporting environmental sustainability and protection. These actions will be taken into account during our operational year and will be reviewed at least annually as part of our corporate planning. Signature:
	Reduce, Reuse, Recycle
Eco-code	We will reduce, repair, reuse and recycle potential waste wherever possible.
Actions	1. Purchase items with low / zero levels of packaging 2. Recycle all materials used, including paper, metals, glass and plastic 3. Compost appropriate perishable items
	Transport
Eco-code	We will try and encourage more environmentally friendly ways for you to travel when you come and see us! Likewise, organisation business will be conducted through the most environmentally sustainable mode of transport.
Actions	1. Reduce need for transport through the use of ICT 2. Utilise public transport wherever possible 3. Vehicle share wherever possible
	Purchasing
Eco-code	We will buy products and materials that do not harm the environment when they are made or used or disposed of.
Actions	1. Purchase re-used / recycled products wherever possible 2. Purchase from environmentally-sound supplier organisation
	Water
Eco-code	We will save water wherever possible.
Actions	1. Turn off taps whenever not in use 2. Install water conservation measures such as time limited taps and 'grey water' recycling systems
	Energy
Eco-code	We aim to lower energy consumption at the centre and teach you about how to save energy.
Actions	1. Turn off all heating / lighting when not needed 2. Use heating controls to swiftly react to different daily heating needs 3. Install effective insulation, close all doors / windows in winter 4. Subscribe to a green energy company such as Good Energy that can source 100% green electricity
	Biodiversity
Eco-code	We will try and increase the biodiversity of the site and its surroundings.
Actions	1. Consult local wildlife groups on how to effectively encourage biodiversity and wildlife in your area
	Raising Awareness
Eco-code	We will tell all our visitors and the general public about how we are looking after our environment and hope they do the same at home!
Actions	1. Place prominent notices and posters around the organisation premises 2. Provide information on website and in literature

A decorative border composed of various red letters and symbols, including 'A', 'S', 'R', 'D', 'C', 'W', and 'P', arranged in a circular pattern around the central text.

*ANNEX 6
LINKS AND RESOURCES*

ANNEX 6 LINKS AND RESOURCES

Links and Resources

Action on disability : the right to independent living framework and action plan

<https://gov.wales/action-disability-right-independent-living-framework-and-action-plan>

Branding Queries (Welsh Government)

E-mail: BrandingQueries@gov.wales

Career Choices Dewis Gyrfa (CCDG) / Working Wales operating as Careers Wales

<http://www.careerswales.com/en/>

Care Inspectorate Wales

<https://careinspectorate.wales>

Community Benefits - Helping Suppliers Deliver Maximum Value for the Welsh Pound

<https://gov.wales/sites/default/files/publications/2019-09/community-benefits-helping-suppliers-deliver-maximum-value-for-the-welsh-pound.pdf>

Community Benefits Measurement Tool for Services and Goods

[Community benefits measurement tool for services & goods v8.1](#)

Course Search - Courses in Wales Database

<http://www2.careerswales.com/coursesinwales/default.asp>

Credit and Qualifications Framework for Wales (CQFW) - Level Descriptors

<https://gov.wales/credit-and-qualifications-framework-cqfw-level-descriptors>

Links and Resources

Credit Industry Fraud Avoidance Service (Cifas)

<https://www.cifas.org.uk/pr>

Cymraeg 2050: a million Welsh speakers

<https://gov.wales/cymraeg-2050-welsh-language-strategy>

Department for Work and Pensions (DWP) (UK Department)

<https://www.gov.uk/government/organisations/department-for-work-pensions>

Digital Communities Wales

<https://www.digitalcommunities.gov.wales/>

Digital Strategy for Wales

<https://gov.wales/digital-strategy-wales-html>

Disability Confident Scheme

<https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer>

Disabled and Disadvantaged Workers Support Scheme

<https://gov.wales/sites/default/files/publications/2019-06/150622-how-to-disabled-aid-en.pdf>

Education Workforce Council

<https://www.ewc.wales/site/index.php/en/registration/applying-for-registration.html>

Employability Plan – Stronger, fairer, greener Wales: a plan for employability and skills

[Stronger, fairer, greener Wales: a plan for employability and skills | GOV.WALES](#)

Links and Resources

Equality Act 2010

<http://www.equalityhumanrights.com/advice-and-guidance/>

Equality and Human Rights Commission

<http://www.equalityhumanrights.com>

Equality and diversity guidance for work-based learning, Welsh Government

<https://gov.wales/sites/default/files/publications/2018-11/equality-and-diversity-guidance-for-work-based-learning.pdf>

Essential Skills Wales Qualification Suite

<https://qualificationswales.org/english/qualifications/essential-skills-wales/>

https://www.wjec.co.uk/qualifications/essential-skills-wales-qualification-suite/#tab_overview

Estyn - Her Majesty's Inspectorate for Education and Training in Wales

<http://www.estyn.gov.wales>

Ethical employment in supply chains: code of practice

<https://gov.wales/ethical-employment-supply-chains-code-practice>

Fair Work Guide

[A guide to fair work | GOV.WALES](#)

Family Information Services

<http://www.fis.wales>

General JGW+ Programme Enquiries

E-mail: AskJGWPlus@gov.wales

Links and Resources

Hwb - Young Person's Mental Health Toolkit

<https://hwb.gov.wales/repository/discovery/resource/e53adf44-76cb-4635-b6c2-62116bb63a9a/en?sort=recent&strict=1>

Information Commissioner's Office

<https://ico.org.uk/for-organisations/>

Jobcentre Plus (JCP)

<https://www.gov.uk/contact-jobcentre-plus>

Joint Bidding: online training for bidding consortia

<https://gov.wales/joint-bidding-online-training-bidding-consortia>

Keeping Learners Safe Guidance

<https://gov.wales/sites/default/files/publications/2018-11/keeping-learners-safe-the-role-of-local-authorities-governing-bodies-and-proprietors-of-independent-schools-under-the-education-act-2002.pdf>

LGBTQ+ Action Plan for Wales

[LGBTQ+ Action Plan for Wales | GOV.WALES](#)

Managing Unacceptable Behaviour - Welsh Government Guidance

<https://gov.wales/managing-unacceptable-behaviour-welsh-government-customers>

NCSC Cyber Essentials Plus

<https://www.ncsc.gov.uk/cyberessentials/overview>

Open Government Licence for Public Sector Information

<http://www.nationalarchives.gov.uk/doc/open-government-licence>

Links and Resources

Payment Enquiries

E-mail: payments.enquiries@gov.wales

Post 16 Data Management System (DMS) - (known as LLWR) - User Support Manual

<https://gov.wales/lifelong-learning-wales-record-user-support-manual-2020-2021>

Post 16 Portal

<https://post16-portal-service.gov.wales/login>

Procurement: community benefits

<https://gov.wales/procurement-community-benefits>

Regional Skills Partnerships (RSPs)

<https://businesswales.gov.wales/skillsgateway/skills-development/regional-skills-partnerships>

Race equality action plan : an anti-racist Wales

[Race equality action plan: an anti-racist Wales | GOV.WALES](#)

Safe Learning Communities Safeguarding and Prevent Self-assessment Toolkit and Guidance

<https://hwb.gov.wales/repository/discovery/resource/3db76b8c-d63c-42f7-b957-5dbd88f31408/en>

SME (Small and Medium Enterprise) Definitions

http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/index_en.htm

Social Model of Disability

<http://www.disabilitywales.org/rights/social-model/>

Links and Resources

Volunteering Matters (see Wales tab)

<http://volunteeringmatters.org.uk/>

WcVa

www.wcva.org.uk

Well-being of Future Generations Act (2015) - Guidance

<https://gov.wales/well-being-future-generations-wales-act-2015-guidance>

Welsh Bacculaureate

<http://qualificationswales.org/qualifications/welsh-baccalaureate/?lang=en>

Welsh Government Privacy Notice

<https://gov.wales/lifelong-learning-wales-record-privacy-notice>

Welsh Government Procurement Privacy Notice

<https://gov.wales/welsh-government-procurement-privacy-notice>

Welsh Government Sub-Contracting Best Practice Guide

<https://hwb.gov.wales/repository/discovery/resource/c7694616-f2d5-4f4e-8087-d895644342f7/en>

Welsh Language Commissioner's Compliance Notice

<https://gov.wales/welsh-language-commissioners-compliance-notice>

Welsh Language in Welsh Government Communication and Marketing Work

<https://documents.hf.wales.gov.uk/id:A20466614/document/versions/published>

Welsh Language Standards

<http://www.comisiynyddygyymraeg.cymru/English/Organisations/Pages/Set-standards.aspx>

Youth Engagement and Progression Framework Implementation Plan

<https://gov.wales/sites/default/files/publications/2018-02/implementation-plan-youth-engagement-and-progression-framework.pdf>

A decorative border composed of various red geometric shapes and letters, including triangles, squares, circles, and stylized characters like 'R', 'A', 'D', 'C', and 'P', arranged in a circular pattern around the central text.

*ANNEX 7
TEMPLATE CHECKLISTS
AND DECLARATIONS*

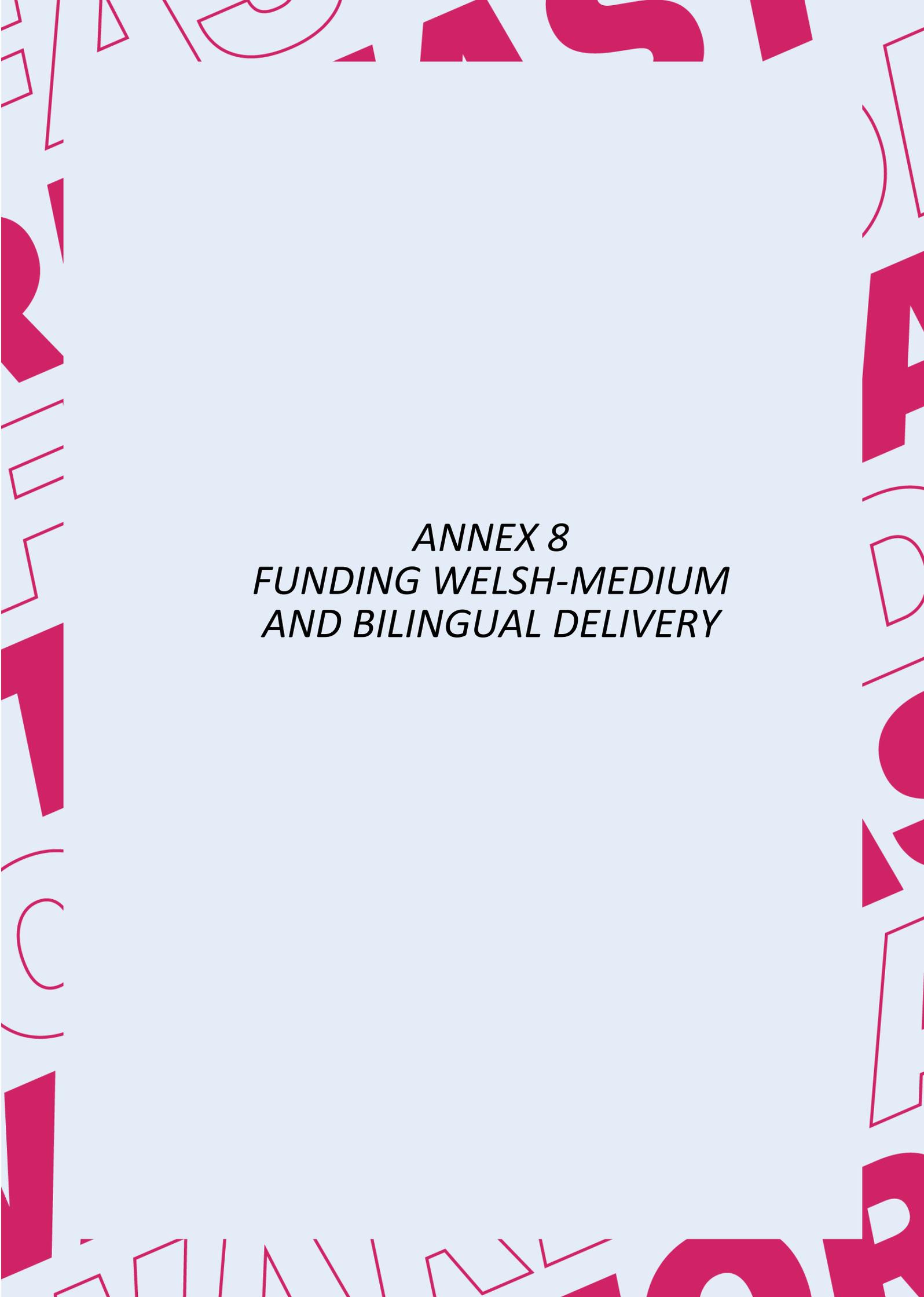
ANNEX 7 TEMPLATE CHECKLISTS AND DECLARATIONS

Templates will be made available to Contractors by emailing the mailbox: AskJGWPlus@gov.wales.. Using these template checklists to devise forms will help Contractors to ensure that requisite supporting information and evidence is captured:

Template Checklists	Title
JGW+ Form 1	Young Person Registration Form
JGW+ Form 2	Young Person Starters Form
JGW+ Form 3	Young Person Individual Learning Plan (ILP) Requirements Form
JGW+ Form 4	Young Person Work Experience Form
JGW+ Form 5	Young Person Wage Subsidised Employment Form
JGW+ Form 6	Young Person Destination Form
JGW+ Form 7	Childcare Application
JGW+ Form 10	Contractor Referral and Eligibility Report
JGW+ Form 11	Mini ILP
JGW+ Form 12	UK Subsidy MFA Notification and Declaration

Templates for providing declarations will be made available to Contractors by email. Contractors must use these templates for the submission of Monthly Support Costs and Expenditure Declarations.

Declarations	Title
JGW+ Declaration 1	Monthly Support Costs and Expenditure Declaration

A decorative border surrounds the page, composed of various red and pink geometric shapes and letters. The letters are stylized and fragmented, appearing as if they are part of a larger, broken-up text. The shapes include rectangles, triangles, and curved lines, creating a modern, abstract frame.

*ANNEX 8
FUNDING WELSH-MEDIUM
AND BILINGUAL DELIVERY*

ANNEX 8 FUNDING WELSH MEDIUM AND BILINGUAL DELIVERY

A programme-based uplift for Welsh-medium/bilingual (WM/B) delivery which is automatically applied to Contractors' monthly delivery payments has been implemented with effect from 1 July 2022.

Payment Value and Mechanism

The uplift has been calculated with reference to the funding model. The value of the WM/B uplift for all JGW+ Programme Strands will be set at a rate of 25% of the Learner Unit value.

The uplift will be derived from the % of WM/B delivery identified by Contractors using the Welsh-Medium/Bilingual Delivery Indicator (i.e the WelshMediumPercentage field LP88 within the LLWR dataset).

The % value entered at LP88 should be based on planned delivery in the first instance and updated as needed when the participant finishes their JGW+ programme. As for delivery, WM/B uplift funding will be paid monthly (with the monthly delivery payments) and reconciled against the actual delivery as updated by Contractors.

For Engagement and Advancement Strands the uplift will apply for the participant's duration on programme. To be eligible, at least 50% of the participants induction and delivery averaged for the participant's duration on programme must be through the medium of Welsh or bilingually. Activities involving work placements and/or work trials will not count towards the uplift.

For Employment Strand the uplift will apply for the period before a participant starts a wage subsidised employment placement and activities involving work trials will not count towards the uplift.

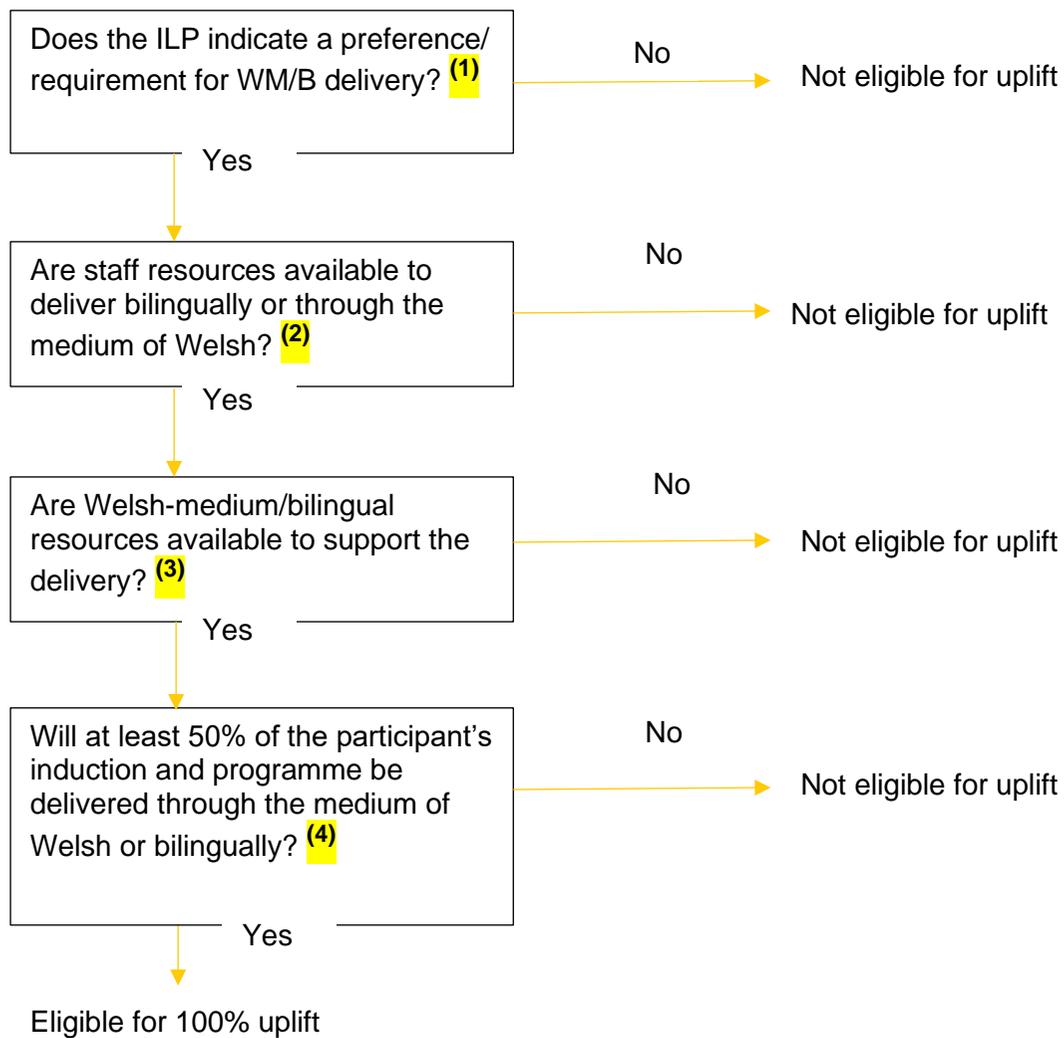
Table 1 below illustrates how the proposed model will work:

Amount of WM/B delivery (as a % of the total programme)	% uplift payable at the rate of 25% of the LU value
<49%	-
>50%	100%

Evidence Requirements to Support Funding and Payments

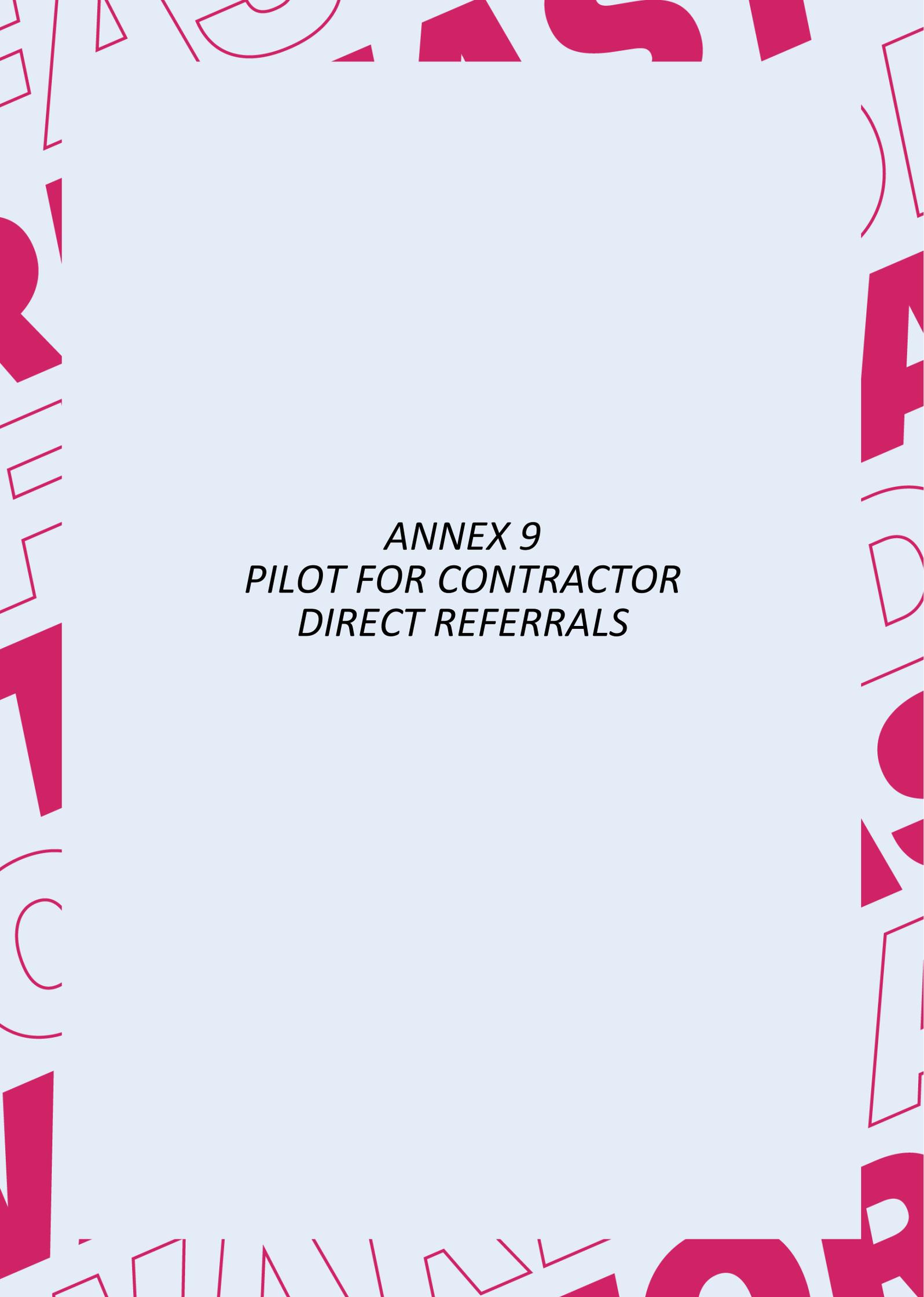
To support the introduction of the uplift, a flowchart and guidance on the evidence requirements are provided below. We will continue to work closely with Contractors to monitor the uptake and impact on delivery.

Welsh-Medium/Bilingual Uplift – Flowchart and Evidence Requirements to Support Funding and Payments



Number	Test	Evidence Requirements	Comments
1	Does the ILP indicate a preference/requirement for WM/B delivery?	Contractors should ensure that the learner's ILP specifies the preferred language of learning and preference or requirement for Welsh-medium or bilingual delivery during the learning programme.	
2	Are staff resources available to deliver bilingually or through the medium or Welsh?	Contractors should ensure that they have a system to record the language skills of staff who are involved in the delivery of the JGW+ Programme.	
3	Are Welsh-medium/bilingual resources available to support the delivery?	Contractors should ensure that evidence is retained to show that Welsh-medium/bilingual resources were available to support the learning. Copies of resources should be available to WG on request.	Resources refers any print or non-print materials and online/open-access resources which support activities, learning and teaching. This includes, but is not limited to, textbooks, relevant reading materials, videos, recordings, handouts and worksheets.
4	Will at least 50% of the participant's induction and programme be delivered through the medium of Welsh or bilingually?	<p>Providers should ensure that the learner's ILP specifies which components of the induction and programme will be delivered bilingually or through the medium of Welsh.</p> <p>To be eligible, at least 50% of the participants induction and delivery must be through the medium of Welsh or bilingually. The % of learning delivery through the medium of Welsh or bilingually should be recorded at LLWR field LP88. Details of the induction and activities undertaken the medium of Welsh or bilingually should be recorded in the participants progress reviews. Contractors should be comfortable that they can evidence the delivery claimed and be able to provide evidence upon request to WG.</p>	<p>It is a matter for individual Contractors to determine how best to identify % of Welsh-medium or bilingual learning delivery. Contractors should be confident that they can evidence how they arrived at the % entered at LLWR field LP88 and be able to provide evidence upon request to WG.</p> <p>The % value entered at LP88 should be based on planned delivery in the first instance and updated as needed when the participant finishes their JGW+ programme.</p>



A decorative border composed of various red geometric shapes and letters, including triangles, squares, and stylized characters like 'R', 'A', 'D', 'C', 'W', and 'P', arranged in a circular pattern around the central text.

*ANNEX 9
PILOT FOR CONTRACTOR
DIRECT REFERRALS*

ANNEX 9 PILOT FOR CONTRACTOR DIRECT REFERRALS

A pilot for Contractor Direct Referrals commenced on 1 May 2022 (provision for pilots is made in the Programme Specification at paragraphs A28-A36).

Types of Activities Supported

- Contractor referral route onto JGW+ (which can also involve Engagement and Progression Coordinators (EPCs)).
- An assessment and referral mechanism and report to determine as a minimum:
 - Eligibility
 - Whether JGW+ is the most appropriate programme of support, and if so the
 - Most appropriate JGW+ strand (based on strand criteria and including measuring occupational focus)
 - Applicable barriers and the recommended actions so these are addressed
 - Whether the young person has a learning and skills plan
- An Eligibility and Referral Recommendation Form to be devised and implemented (using the template checklist provided, Contractor Referral and Eligibility Report (JGW+ Form 10)).
- Evidence of NEET status captured at point of entry (using the Welsh Government self-declaration template).

Conditions of Funding

Funding is subject to the Contractor complying with the following conditions:

- Work as outlined under the heading “Types of Activities to be Supported” must be delivered.
- Work must be delivered according to the business case and estimate provided by the Contractor and approved by Welsh Government.
- Monthly reporting from Contractor to Welsh Government on referral numbers / distribution.
- The Contractor must accurately record on LLWR (field LP75) all Contractor Direct Referrals within 5 working days of the young persons’ start date on the programme.
- Annual and Monthly expenditure profile (itemised) for the additional funding must be submitted.
- Payment must be claimed under ‘other support costs’ line.
- Expenditure must remain within the agreed funding allocation.
- The Contractor must comply with provisions in the Programme Specification in accommodating this work, including the consequential changes as listed in this Annex.

Evidence Requirements

The evidence requirements for the Programme are as set out in the Programme Specification at Section K. We expect the evidence requirements under the following headings will be particularly relevant for “Direct Referrals”:

- Support Costs (this includes costs incurred delivering Direct Referrals) (i.e Contractors must retain a record of all payments and authenticated receipts, invoices evidencing costs incurred and costs paid out)
- Attendance (i.e authenticated timesheets and authenticated attendance records)
- Intervention Delivered (i.e description including dates and location of activities undertaken, authenticated and dated attendance records (including hours spent) and authenticated declaration of activities completed)
- Coaching and personal support provided (i.e description including dates and location of support provided, authenticated and dated attendance records (including hours spent) and authenticated declaration of support provided)
- Employment (i.e depending on the activities to be delivered in their business plan, Contractors may also incur expenditure on staff resources, we would expect this to be evidenced by authenticated timesheets, a record of BACS transactions / bank statements and any associated invoices)

Consequential Changes to the Programme Specification

Where the referral is made by the Contractor, the following consequential changes shall have effect:

- References to “a Working Wales Assessment and Referral Report (ARR)” to be replaced with “the Contractors Eligibility and Referral Recommendation Form”.
- (References including paragraphs B6, B9, B9, B11, B15, B20, C1, C4, C14, D2, D3, D4, D19, D26, E67, E73, E79, F4, J11, K7, K21, K28).
- References to the “WW ARR” to be replaced with “in the Contractors Eligibility and Referral Recommendation Form”. (References including paragraphs B7).
- References to “Working Wales” to be replaced with “The Contractor”. (References including paragraphs B9, B10, B14, B18, C1, C5, C12, D7, K4).
- Reference to “on receiving the WW ARR” to be removed. (References including paragraphs C2).
- Paragraph H9 amended “Young people will be referred onto the JGW+ Programme by Working Wales *and the Contractor...*”

A decorative border composed of various red letters and geometric shapes, including triangles, squares, and circles, arranged in a circular pattern around the central text.

*ANNEX 10
PILOT FOR RENEW
AND REFORM*

ANNEX 10 PILOT FOR RENEW AND REFORM

A pilot for Renew and Reform was initially commenced on 1 May 2022, and was expanded on 2 January 2023 to include 'Enrichment Activity' 'Get Ready' and 'Meal Allowance'. (Provision for pilots is made in the Programme Specification at paragraphs A28-A36).

Types of Activities Supported

- Types of activities supported under Renew and Reform include but are not limited to the following:

Transition Learners

- Virtual open events – including virtual advice and guidance, interviews / offers / acceptance.
- On-site and/or virtual transition events which might include early WEST testing, identifying skills support needs prior to the start of programmes, and opportunities to get to know their fellow learners through group activities. Providers should take account of the [indoor/outdoor gatherings](#) guidance when organising on site transition events.
- Engagement with current year 12 learners to offer subject specific encouragement, insights and mentoring.
- Provide Tutorial activities – either face to face or through Blended Learning approach <https://hwb.gov.wales/distance-learning/post-16-learning-and-skills/year-11-bridge-to-post-16-learning-and-skills>
- Summer activities for sports academies, MAT learners and any other groups of learners identified as needing specific engagement(dependent on the COVID restrictions).
- Wellbeing support and learner development activities such as team working, time management, organisational skills, vision, citizen skills.
- Engagement with Careers Wales – learner support for progression into Apprenticeships, Employment. <https://careerswales.gov.wales/plan-your-career/options-at-16>
- Study Skills sessions delivered by local universities such as note taking, research skills, etc
- Activities for Summer Sorted cohort

Catch Up

- Offer holistic support for learners including financial planning / CV workshops / employment / budgeting / interview skills / independent living – living on a budget.
- Provide mental health/well-being support, including strategies to support learners in moving on to the next step.
- Providers should take account of current Welsh Government Covid-19 guidance for organised [indoor and outdoor activities](#) when planning any on-site events.

Wellbeing and Mental Health Support

- Meeting salary costs for staff supporting mental health and wellbeing
- Procuring and delivering professional learning, in line with the [Professional Standards for Further Education and Work-based Learning](#)
- Procuring and delivering leadership development (including for governors)
- Developing, implementing and evaluating wellbeing policies and strategies
- Embedding, adapting, piloting and evaluating outcomes of previous projects
- Undertaking action research; and
- Undertaking learner voice activities and events.

Other Areas

- For pilots for Enrichment Activities, Get Ready and Meal Allowance, please see tables at the end of this Annex.
- Find your future collaborative working
- Staff recruitment /Extra temp staff for additional support and absences
- Staff training
- Focused support for refugees
- Capital expenditure (e.g., purchase of equipment) is ineligible.

Conditions of Funding

- Funding is subject to the Contractor complying with the following conditions:
- Work as outlined under the heading “Types of Activities to be Supported” must be delivered.
- Work must be delivered according to the business case and estimate provided by the Contractor and approved by Welsh Government.
- Payment must be claimed under ‘other support costs’ line.
- Expenditure must remain within the agreed funding allocation.
- The Contractor must comply with provisions in the Programme Specification in accommodating this work.

Evidence Requirements

The evidence requirements for the Programme are as set out in the Programme Specification at Section K. We expect the evidence requirements under the following headings will be particularly relevant for “Renew and Reform”:

- Support Costs (this includes costs incurred delivering Renew and Reform (i.e Contractors must retain a record of all payments and authenticated receipts, invoices evidencing costs incurred and costs paid out)
- Attendance (i.e authenticated timesheets and authenticated attendance records)
- Intervention Delivered (i.e description including dates and location of activities undertaken, authenticated and dated attendance records (including hours spent) and authenticated declaration of activities completed)
- Coaching and personal support provided (i.e description including dates and location of support provided, authenticated and dated attendance records (including hours spent) and authenticated declaration of support provided)
- Employment (i.e depending on the activities to be delivered in their business plan, Contractors may also incur expenditure on staff resources, we would expect this to be evidenced by authenticated timesheets, a record of BACS transactions / bank statements and any associated invoices)

Renew and Reform Pilot: Enrichment Activities

Implemented on 2 January 2023, and can be backdated to 1 April 2022.

Description	Payment	Requirements
<p>This involves increasing the scope and allocation for the Renew and Reform pilot study to make it more flexible for Contractors to deliver broader “Enrichment Activities”.</p> <p>Enrichment Activities are for all young people who are already undertaking their JGW+ Programme of learning and whom the Contractor has assessed would benefit from intervention to:</p> <ul style="list-style-type: none"> Promote well-being, and/or Promote engagement and incentivise the young person to stay on the programme and/or progress with their programme of learning where they may be at risk of dis-engaging or dropping out. <p>Provision could be delivered through a combination of face to face, blended learning and wider activity-based interventions. For example, activities could include (but are not limited to) team building, mental health and well-being resilience, physical activities and fun activities such as such as outdoor pursuits and problem solving. One to one support and follow up should also be available where a need is identified. Practical advice and guidance should also be available to help with easing cost of living pressures.</p> <p>To help facilitate delivery, more flexibility will be permitted for situations where a young person is not ready to undergo the WEST and complete a full ILP within 20 working days of their start date.</p>	<p>In addition to the delivery fees applicable for the Strand (Induction and GCH), Contractors will be entitled to claim actual costs incurred:</p> <ul style="list-style-type: none"> Actual ‘activity’ costs incurred, to be claimed through the monthly CPS return for ‘Travel and Other Support Costs’. Also, to be reported within the Monthly Expenditure Declaration under the line ‘Trial for Renew and Reform’. Actual staff costs (salary) incurred for time spent organising activities, to be claimed as above bullet. Actual ‘other support costs’ incurred to enable participants to attend (i.e travel, accommodation, childcare, ALS) claimed as usual. 	<p>Evidence:</p> <p>Claims must be supported by appropriate evidence as set out in the Programme Specification, Section K. Specifically:</p> <ul style="list-style-type: none"> Actual Costs Incurred (Contractors must retain authenticated receipts / invoices to evidence costs incurred and a record of payments to evidence costs paid out) Attendance (authenticated timesheets and authenticated attendance records, linked to ULI) Intervention delivered (description including dates and location of activities undertaken, authenticated and dated attendance records specific to the activity (including hours spent) and authenticated declaration of activities completed, linked to ULI) One to one personal support delivered (description including dates and location of support provided, authenticated and dated attendance records (including hours spent) and authenticated declaration of support provided, linked to ULI) Employment (claims for staff salary costs (NI/Tax/pension contributions are not fundable) must be linked to records for the intervention delivered (actual hours per week spent on planning, preparing, organising and delivering Enrichment Activities (or an average per week and duration if this varies weekly) and evidenced by authenticated time-sheets (verifying staff attendance for the hours claimed), a record of BACS transactions / bank statements and any



		<p>associated invoices (verifying the hourly staff salary cost)</p> <p>The intervention must be planned and documented in the ILP (or a mini ILP where it has been determined the young person is not ready to complete a full ILP). As a minimum the mini ILP will need to state:</p> <ul style="list-style-type: none"> • Details and reasons for not completing a full ILP, and the planned date for completing the full ILP and WEST assessment. • Participant's name, DoB, contact information and ULI • Contractor's name and key worker and their contact information within the Contractors' staff. • Participant's start date • Participant's Programme Strand. • Participant's expected duration on programme • Date mini ILP completed and date activity on JGW+ commenced • Planned weekly hours of attendance • Planned weekly CB/WB GCH • Identified needs agreed and how these will be met (including any support needs, work preparation and/or vocational training where identified) • Where applicable, any objectives and development goals for work experience or wage subsidised employment opportunity. • Learning and development record, setting out date of activity and type of activity. <p>Review record, setting out review summary, review date and date of next review. And, be authenticated (signed and dated) by the Participant and the Contractor.</p> <p>JGW+ Programme Specification:</p> <p>Paragraph D52 will be amended to provide more flexibility where a young person is not ready to undergo the WEST and complete a full ILP within 20 working days of their start date. Where a Contractor determines a young person is not ready to undergo</p>
--	--	--



		<p>the WEST assessment and complete a full ILP within 20 working days of their start date the Contractor will instead need to complete a mini ILP. The Contractor will need to record their decision and the reasons for not completing a full ILP in the mini ILP and set a new date with the aim that the WEST assessment and full ILP is completed as soon as possible and no later than within 12 weeks of the start date. Contractors would still be expected to commence learning / development activity (which includes Enrichment Activities) within 20 working days of the start date. For the avoidance of doubt, the reasons set out in this paragraph D52 are genuine reasons for failing to comply with the contractual timeframes required by paragraph D50.</p>
--	--	--



Renew and Reform Pilot: Engagement Activities 'Get Ready'

Implemented with effect from 2 January 2023.

Description	Payment	Requirements
<p>This involves increasing the scope and allocation for the Renew and Reform pilot study to make it more flexible for Contractors to deliver Get Ready engagement activities.</p> <p>Get Ready engagement activities are for young people whom the Contractor has assessed as:</p> <ul style="list-style-type: none"> • Requiring a less formal introduction to learning, and • In need of support to advance to more formal learning. <p>Provision could be delivered through a combination of face to face, blended learning and wider activity-based interventions. For example, activities could include (but are not limited to) team building, mental health and well-being resilience, physical activities and fun activities such as outdoor pursuits and problem solving. One to one support and follow up should also be available where a need is identified. Practical advice and guidance should also be available to help with easing cost of living pressures.</p> <p>To help facilitate delivery, more flexibility will be permitted for 'Get Ready' as outlined within this document under the heading 'Requirements'.</p>	<p>In addition to the delivery fees applicable for the Engagement Strand (Induction and GCH), Contractors will be entitled to claim actual costs incurred:</p> <ul style="list-style-type: none"> • Actual 'activity' costs incurred, to be claimed through the monthly CPS return for 'Travel and Other Support Costs'. Also, to be reported within the Monthly Expenditure Declaration under the line 'Trial for Renew and Reform'. • Actual staff costs (salary) incurred for time spent organising activities, to be claimed as bullet point above. • Actual 'other support costs' incurred to enable participants to attend (i.e travel, accommodation, childcare, ALS) claimed as usual. 	<ul style="list-style-type: none"> • LLWR data fields populated as for JGW+ Engagement Strand. • LLWR field code LA49 must be populated with the 'Get Ready' code '17'. • LLWR field code LP51 Special Programme must be populated with 'GRS' • The 'Get Ready' activity must have a start and end date not exceeding 12 weeks. • Other Learning Activities must not be recorded before or during the Get Ready activity period. • Minimum and maximum attendance hours are as for Engagement Strand. • Whilst on Get Ready there is no requirement for an ARR or WEST assessment. • The intervention must be planned and documented in a mini ILP (see requirements above). • Once Get Ready activity has ended and if continuing on Programme, Contractors must put in place the ARR and WEST assessment and the full ILP. • Get Ready activity outcomes will be closely monitored, they will not count towards Programme Performance Outcomes. <p>Evidence:</p> <p>Claims must be supported by appropriate evidence, as described for Enrichment Activities above.</p>

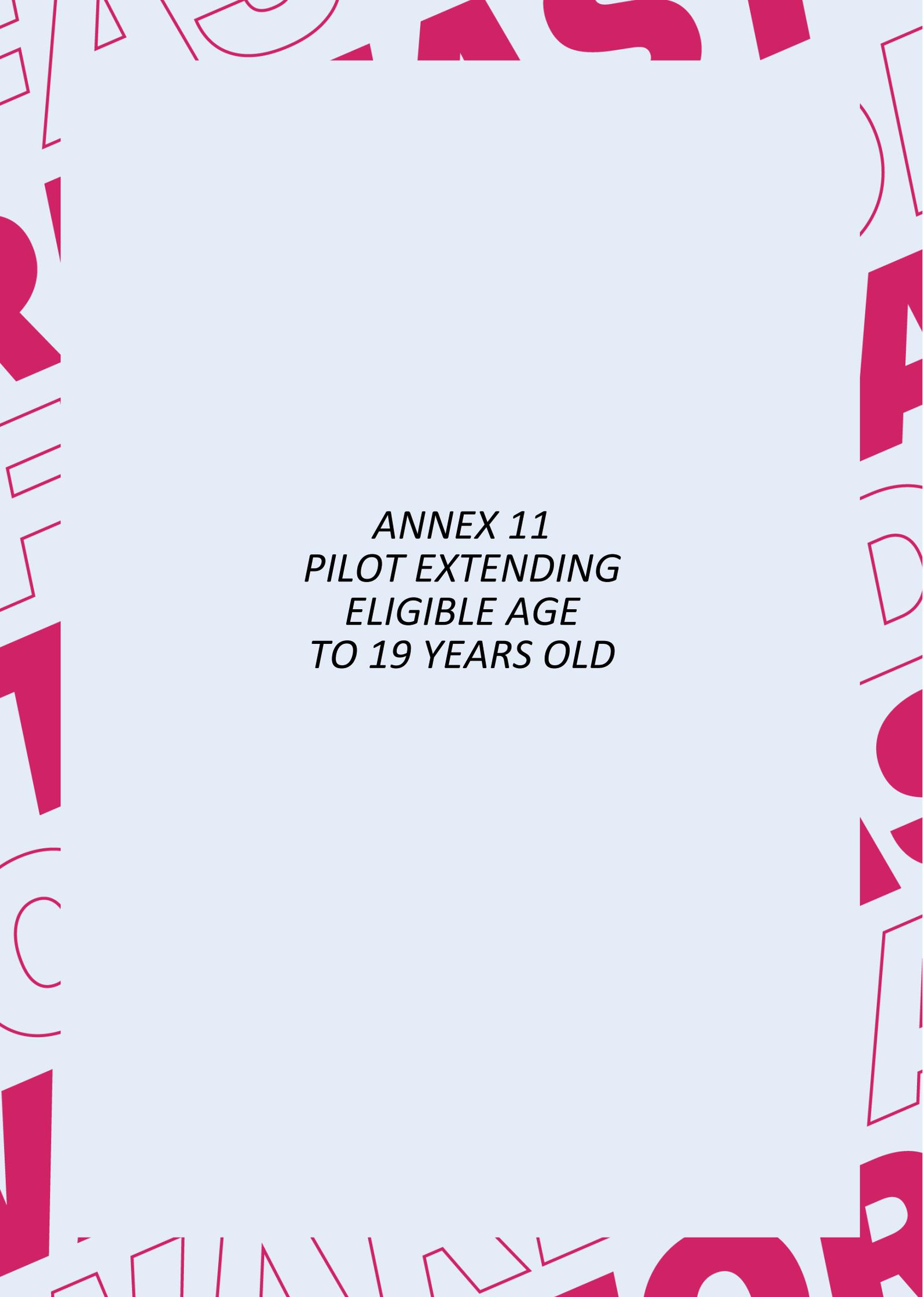


Renew and Reform Pilot: Free meal per day or part day of attendance up to a max of £3.90 /day

Implemented with effect from 1 February 2023

Description	Payment	Requirements
<p>This involves a pilot study to reimburse the actual costs for participants for one meal per day (breakfast or lunch).</p> <p>Contractors may:</p> <ul style="list-style-type: none"> • Reimburse the actual cost incurred by individual participants up to the maximum allowance per participant per day, OR • Provide meals themselves and claim back the overall actual costs incurred at the rate up to the maximum allowance per participant per day. 	<ul style="list-style-type: none"> • Contractors will be reimbursed up to a maximum of £3.90 per participant per day. • Actual costs incurred to be claimed through the monthly CPS return for 'Travel and Other Support Costs'. A new line will also be added to the Monthly Expenditure Declaration to record expenditure for 'Free Meal Per Day'. 	<p>Evidence:</p> <p>Claims must be supported by appropriate evidence. Specifically:</p> <ul style="list-style-type: none"> • Evidence of participant attendance (attendance record linked to ULI) and participant signed and dated self-declaration that they have received the £3.90 per day meal allowance or a meal provided for free by the Contractor. <p>Where money is given to Participants, Contractors must ensure this is spent as intended,</p> <p>Where Contractors provide the meal themselves, Contractors must ensure claims are for cost recovery only, up to the maximum allowance per participant.</p>



A decorative border composed of various red geometric shapes and letters, including triangles, squares, circles, and stylized characters, surrounds the central text.

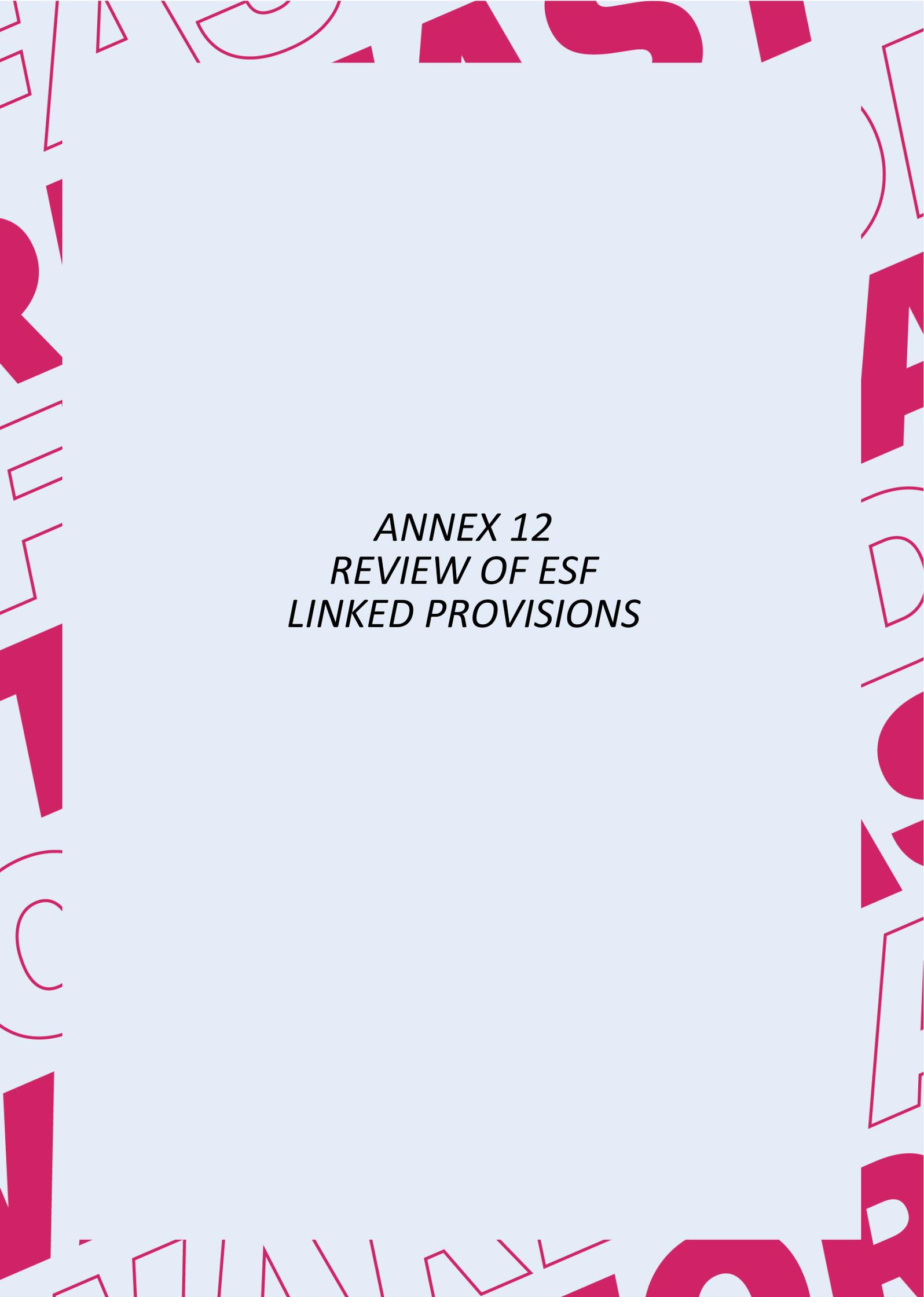
*ANNEX 11
PILOT EXTENDING
ELIGIBLE AGE
TO 19 YEARS OLD*

ANNEX 11 PILOT EXTENDING ELIGIBLE AGE TO 19 YEARS OLD

A pilot for extending the eligible age range for enrolling on the programme to include those aged 19 years old, was implemented with effect from 1 December 2022. Provision for pilots is made in the Programme Specification at paragraphs A28-A36).

Extend the eligible age range to 19 years old for enrolling onto the Programme		
Implemented with effect from 1 December 2022.		
Description	Payment	Requirements
This involves a pilot study so that young people aged 19 years old are eligible to enrol onto the JGW+ Programme. They may continue on the Programme until the day before their 20 th birthday, as for all participants.	No change, applicable induction and delivery fee rates apply.	<p>Eligibility:</p> <ul style="list-style-type: none"> Participants aged 19 years old who enter the Programme before 1 December 2022 are not eligible. Participants aged 19 years old who enter the Programme on or after 1 December 2022 will be eligible (including transfers). <p>JGW+ Programme Specification:</p> <p>Paragraphs A1, B1, B10, C5, C7, C14 to be amended to accommodate the pilot study to permit those aged 19 years to enrol.</p>



A decorative border composed of various red geometric shapes and letters, including triangles, squares, circles, and stylized characters like 'R', 'A', 'D', 'C', 'V', and 'P', arranged in a circular pattern around the central text.

*ANNEX 12
REVIEW OF ESF
LINKED PROVISIONS*

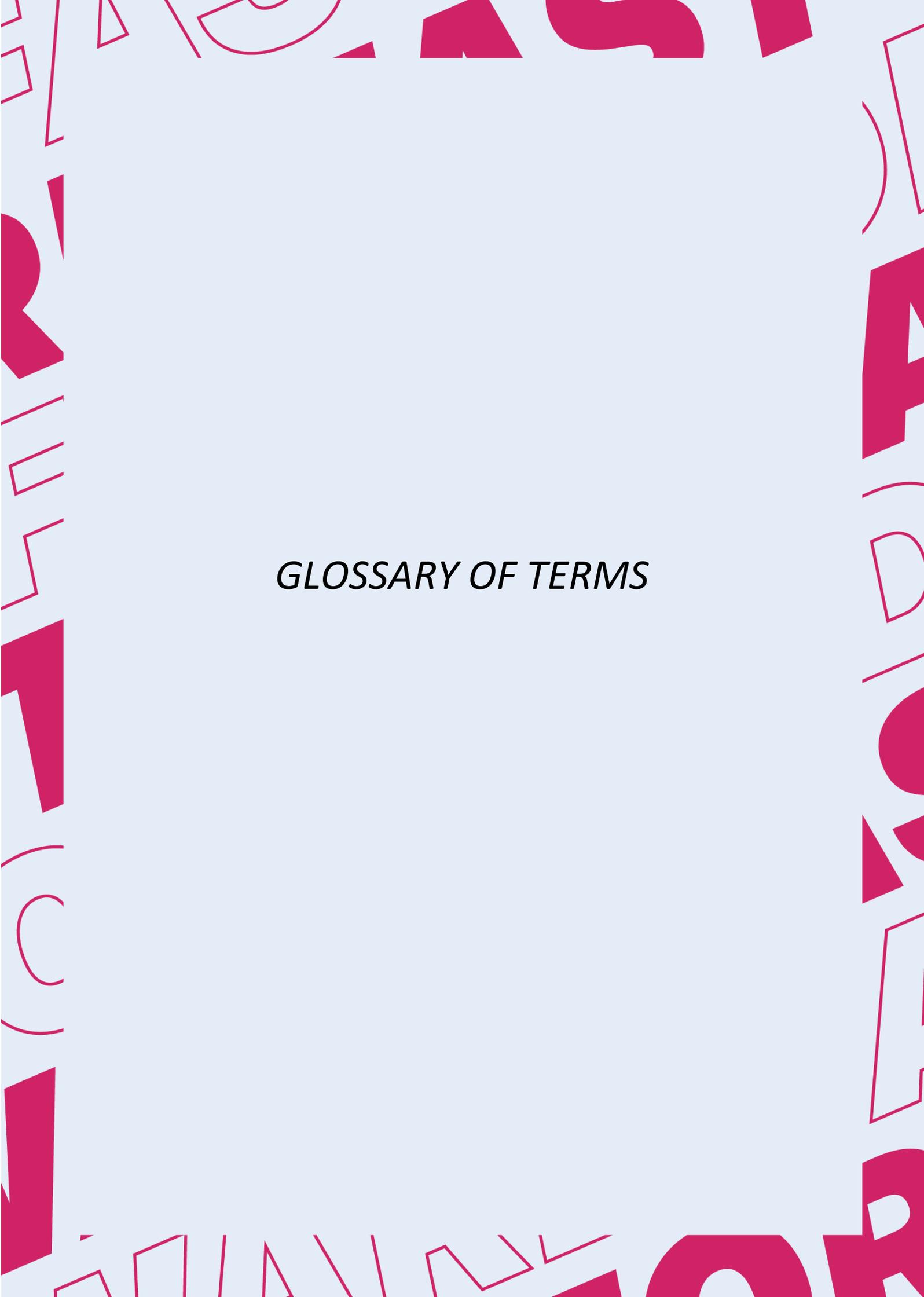
ANNEX 12 REVIEW OF ESF LINKED PROVISIONS

No.	Changes (apply to delivery and new starts from 1 January 2024 following conclusion of ESF)	Ref
Eligibility evidence		
1	Employment status (either NEET or working part-time 15 hours or less per week) can be evidenced by authenticated self-declaration from the young person. Where the young person works part-time the authenticated self-declaration will also need to confirm that the number of hours worked per week is 15 hours or less	K4
2	Start highest qualification must still be declared and populated on LLWR. As ESF has concluded and this is not a JGW+ eligibility requirement, from 1 January 2024 there is no requirement to evidence the start highest qualification	LLWR Field LP22
Work experience		
3	Removed rule regarding participant ineligibility on grounds of taking part in any other EU funded programme	C14
4.	Clarified for work experience that attendance records can be authenticated and dated attendance (including hours spent) by the Contractor and young person. Applies from 1 January 2024	K7
Wage subsidised employment		
5	Removed rule so that employers no longer required to confirm that they are not currently in receipt of other ESF funding for the available employment opportunity	E33, K10
6.	Clarified that attendance may be evidenced by timesheets and/or payslips. Where Contractors are relying on timesheets to evidence attendance on wage subsidised employment, these must in the first instance be authenticated (signed and dated) by the employer and the young person. In circumstances where the Contractor has been unable to get the employers signature, this should be documented, and the timesheet should instead be authenticated by the Contractor and the young person. Applies from 1 January 2024	K10
Destination evidence		
7	Our expectations are for Contractors to obtain the preferred destination evidence from the employer or new learner provider. We have clarified that where Contractors are experiencing difficulty with obtaining the preferred evidence, this should be documented and the destination outcome achieved should instead be verified by authenticated and dated participant self-declaration.	Annex 4
Marketing		
8	Removed rule so that ILP declaration no longer required to confirm that the young person has been made aware of ESF	D27
9	Removed rules so that marketing activity no longer required to raise awareness of ESF funding or adhere to ESF branding guidelines	J11, AB6, AB8, AB11, AB12, AD1-AD25
10	Publication - WEFO ESF Programmes 2014-2020 Information and Publicity Guidelines No longer applicable	
Information Assurance		
11	Paperless Digital Only Operation – Removed reference to European Common Provision Regulations EU 1303/2013 described as “accepted security standards” for systems in which born digital data are held. (Contractors must continue to demonstrate accreditation with Cyber Essentials Plus or ISO27001)	L11
12	Records retention - Removed rule regarding differentiation between ESF supported participants / activities and other participants / activities	L38

	(EU) Funding Compliance	
13	Avoiding double funding between EU funded programmes – Guidance on avoiding double funding / counting between different European programmes is no longer relevant and has been removed	AD28-AD35
	References Updated	
14	References to ESF / EU / WEFO removed or amended where required to reflect that ESF has now concluded	A14, A31, G8, J23, K1, K3, K4, K9, L63, O1, P11, Q8, R2, R6, AD heading, AD36, AD39 (V1.4 AD3, AD6), Annex 4, Annex 6, Annex 9, Annex 10, Annex 11, Links and Resources, Glossary

No.	Remains Applicable	Ref.
	Eligibility evidence	
15	Requirements remain for evidencing “age”, “legal right to live and work in UK” and “evidence of address”. “Employment status” must still be evidenced but authenticated self-declaration is now sufficient as outlined under changes above	K4
16	WEFO ESF 2014-2020 Guidance on assessing participant eligibility Sections that have relevance for JGW+ purposes, include: 20-37 Follow the 4 Steps for Obtaining the Evidence (WG expect Contractors to obtain the preferred eligibility evidence, where the evidence is not available this must be documented alongside the rationale for following the Four Step process), Part 3 FAQs A1, A6, A8)	K4, and WEFO publication pages 7-12, 13, 14, 15, 19-28, 35
	Information Assurance and Audit Requirements	
17	Duration period for record retention remains unchanged (10 calendar years from date of final eligible expenditure)	L34
18	WEFO and ESF audits will continue	L38, M8
19	Publication – WEFO Eligibility rules and conditions for support from the ESF Funds 2014-2020 Sections that have relevance for JGW+ purposes, include: 5.1.4 Audit Trails (5.1.4.1 Document Retention, 5.1.4.2 Format of Documents, 5.1.4.3 Documents not Held at the Beneficiaries Premises), 7.3.1 Definition of ‘Incurred’, 7.3.2 Definition of ‘Paid’, 7.3.3 Definition of ‘Identifiable and Verifiable’, 7.3.4 Paying for Goods and Services in Advance 7.5.1 Value for Money and 7.5.2 Achieving Value for Money, 21.1 Payments to Incentivise Engagement in Programme Evaluation, 25. Homeless Participants, Annex B Audits and Verifications and Annex C Audit Trails	L2, and WEFO publication pages 16-23, 25-28 29-30, 52, 83-84, 126-131
	Cross Cutting Themes	
20	Continue to embed Cross Cutting themes for Equal Opportunities and Gender Mainstreaming, Sustainable Development, Tackling Poverty and Social Exclusion	AD26, AD27 (V1.4 AD1, AD2)
21	Publication – WEFO Cross Cutting Themes Key Document ESF	AD1-AD2 and

	Sections that have relevance for JGW+ purposes, include: Guiding Principles for Equal Opportunities and Gender Mainstreaming, Sustainable Development, Tackling Poverty and Social Exclusion	WEFO publication pages 4 – 6
	Employer Size (SME) and Sector Status	
22	Requirement to declare and evidence remains (required field for LLWR and for UK Subsidy Control). The European Commission definition of micro, small and medium-sized enterprises remains current, this definition is referenced in GBER legacy scheme guidance which is applicable up to December 2025	AD36-AD41 (V1.4 AD3-AD8)

A decorative border surrounds the page, composed of various red and pink geometric shapes and letters. The letters are stylized and fragmented, appearing as if they are part of a larger, broken-up text. The shapes include triangles, squares, and irregular polygons, some solid and some outlined. The overall effect is a modern, abstract frame.

GLOSSARY OF TERMS

GLOSSARY OF TERMS

A. Words and Expressions relating to Jobs Growth Wales+ (JGW+)

The following words and expressions have the meanings set out below.

In the event of any inconsistency or conflict between any of the words and expressions set out below and those appearing in the Agreement then the Agreement shall prevail.

Absence - The non-attendance for any day or part day of required attendance for learning as set out in their Individual Learning Plan (ILP).

Accreditation - The process through which regulators confirm that a qualification conforms to regulatory requirements.

Activity - A learning experience that is eligible for funding in accordance with the requirements of the Programme Specification.

Actual Leaving Date - The last day of attendance which there is documentary evidence as required by the Programme Specification.

It may be the first to occur of the following:

- i. the date a young person completes their ILP or Programme Strand
- ii. the day a young person is terminated from a programme for misconduct or non-attendance
- iii. the date the young person has chosen to leave.

Additional Learning Support - Direct support for learning which:

- i. arises from a learning difficulty and/or disability
- ii. is over and above that which is generally provided for in a learning programme
- iii. is necessary to empower a young person to achieve.

Additional Learning Support Fund - A Welsh Government fund that provides additional funding to facilitate the ALS to effectively overcome a young person's barriers to accessing learning and training. Contractors should use ALS funding to respond to individual need. ALS funding can be utilised to cover either human or technical support.

Agreement - means the framework agreement between the Contractor and the Welsh Ministers for the delivery of the JGW+ Programme (including all documents referred to within the framework agreement (Invitation to Tender, Framework Agreement, annual Programme Commission(s), Community Benefits (non-scored), Behavioural Values for Practitioners within JGW+ Contractors, Technical Response Template, Qualification Questionnaire (Including - Bespoke Questions) Qualification Evaluation Response (CCGEN.0.2) Template)).

Apprenticeships - Combine practical training in a job with study and take 1 to 4 years to complete depending on their level. Apprentices gain work experience, job specific skills and qualifications.

Approved Qualification - A qualification approved by Qualification Wales in accordance with the qualification specific recognition criteria set by Qualifications Wales as provided for by section 6 of the Qualifications Wales Act 2015.

Assessment - The process of determining generic and vocational skills including aptitude and commitment to learning; it is the process of gathering and judging evidence in order to decide whether a person has achieved a standard or objective.

Assessment includes input from the young person, employer, trainer, mentor and assessor, and is to set standards: (Standards in Competencies, Technical Knowledge, Essential Skills Wales, are set by Awarding Organisations). Standards for JGW+ generally, including entry conditions and relevant job roles. Assessment includes:

- Initial assessment which determines an individual's ability and the appropriate entry point to learning;
- Extended initial assessment allows for more detailed assessment including diagnostic tests which determines suitability to follow the programme of study and determines commitment; and the learning process and determines the next phase of ongoing assessment;
- Ongoing assessment determines competence against set performance indicators and determines the next phase of learning inputs.

Attainment - Achievement of the qualification or award associated with an assessable learning activity.

Authorised absence - Any form of absence from the workplace or place of learning with permission. A young person can take authorised absence in a wide variety of situations as stated in the Programme Specification.

Award - Refers to qualification award.

Awarding Bodies - An organisation recognised by the qualifications regulators against the Criteria for General Recognition, under The Qualifications Wales Act 2015.

Bacs - A system for the electronic processing of bank transactions. It has commonly been used by Contractors to manage the payment of Learning Allowances, Training Allowances, and travel support.

Barriers - A barrier is a condition that makes it difficult to make progress or to achieve an objective. A barrier to learning is anything that inhibits an individual's ability to engage with the learning process, to achieve their objectives and to progress with their chosen pathway.

Career Choices Dewis Gyrfa (CCDG) / Working Wales operating as Careers Wales - A wholly owned subsidiary company of the Welsh Government which has been authorised to provide careers guidance within Wales. It provides free, bilingual, impartial careers information, advice and guidance for all ages and acts as a link between education and business. It acts as the referral agency in accordance with the requirements specified within the Programme Specification.

Centre-based Learning Opportunities - Vocational learning undertaken in a location other than with an employer, normally a training workshop or similar.

Certificate - A record of attainment of a qualification, unit and/or credit, issued by an awarding organisation.

Community-based Projects - Community-based projects are activities that aim to improve the local area and the lives of local people.

Individuals usually volunteer to be part of a community-based project but may also receive some financial incentive or reward for participating.

The Volunteering Matters website provides information on what is available and examples of structured local projects. You can also contact the local authority for information about projects supported in an area.

Competencies - The ability to carry out activities to the standards required.

Compulsory school age - Compulsory school age is the period of time during which a child must receive full time education at school or otherwise, starting with the Statutory School Age and ending on the Statutory School Leaving Date.

A person ceases to be of compulsory school age at the end of the day which is the school leaving date for the calendar year. This is the last Friday in June, of the school year in which s/he reaches the age of 16. For those whose birthdays fall after the last Friday of June but before the 1 September, they will reach the Statutory School Leaving Date aged 15.

Consortium - A group of organisations coming together to deliver JGW+. It is for each consortium to agree its own constitution.

Contractor - A legal entity which successfully tenders for the provision of JGW+ and enters into an Agreement with the Welsh Government.

Course Search - Courses in Wales Database - A web enabled search facility that provides information on post-16 learning opportunities.

Credit and Qualifications Framework for Wales (CQFW) -The National framework which recognises all forms of learning across all levels and sectors of the education system in Wales, including Regulated Learning in Schools, Colleges and WBL, Accredited Lifelong Learning and Higher Education

Data Sharing - The sharing of data between stakeholders and partners. The sharing of any personal data must be compliant with the General Data Protection Regulations. More information can be found by searching on the Information Commissioner's website.

Department for Work and Pensions (DWP) - The UK Government department responsible for Welfare and Pension policy.

Diagnostic Assessment - Involves making judgements as to how a young person is performing against a pre-determined set of criteria.

Diagnostic assessments may include basic measures of reading comprehension, writing, and mathematics using nationally endorsed tests. It may also be extended to an assessment of an individual's soft skills or employability skills.

A diagnostic assessment provides important insights into a young person's current skill levels and should be used in the formation and on-going development of Individual Learning Plans. Diagnostic assessment must be linked to further work to tackle any barriers identified.

Disability/Disabled - Guidance on the legal duties that apply to public bodies to promote equality in relation to disability, and the other protected characteristics are defined in the Equality Act 2010.

The Act describes a person as having a disability if he or she 'has a physical or mental impairment which has a substantial and long-term adverse effect on his/her ability to carry out normal, day to day activities'.

The Welsh Government has adopted the Social Model of Disability. Using the social model helps identify solutions to the barriers disabled people experience. It encourages the removal of these barriers within society, or the reduction of their effects, rather than trying to fix an individual's impairment or health condition. It empowers disabled people and encourages society to be more inclusive so that disabled people have access to the same opportunities as everyone else. All public service Contractors are encouraged to use the Social Model when considering disability.

Education Workforce Council - The independent regulator for the education workforce in Wales, covering teachers and learning support staff in school and further education settings, qualified youth/youth support workers and work-based learning practitioners. There is a requirement for practitioners (this includes trainers, assessors, learning coaches and mentors) to register with the Education Workforce Council, as from April 2017

Eligible - An individual who satisfies the eligibility requirements of a programme as detailed in the Programme Specification.

Employability - Skills, behaviours and personal attributes that would make an individual more likely to gain and sustain employment.

Employed/Employment - Applies to a person who is in employment, either full or part-time, under a contract of employment and is in receipt of a wage/salary.

Employed Young People - The term 'employed young people' includes both employees and self-employed.

Entry Level - The lowest level in the CQFW.

Qualifications at this level recognise basic knowledge and skills and the ability to apply learning in everyday situations under direct guidance or supervision. Learning at this level involves building basic knowledge and skills and is not usually geared towards specific occupations.

Entry Level qualifications can be taken at three levels (Entry 1, Entry 2 and Entry 3) and are available across a broad range of vocational routes.

Essential Skills Wales Qualifications - Essential Skills qualifications are designed to assess the skills that individuals need for successful learning, employment and life.

The Essential Skills Wales suite of qualifications comprises:
Essential Application of Number Skills;
Essential Communication Skills;

Essential Digital Literacy Skills; and
Essential Employability Skills.

All Essential Skills qualifications are available from entry level 1 to level 3, except for Essential Employability Skills, which is available from entry level 3 to level 3

See Links annex for further information.

Estyn - Her Majesty's Inspectorate of Education and Training in Wales.

European Social Fund (ESF) - European Union (EU) grant funding used to promote jobs, employment, skills and equality in the labour market.

Finance Schedules - means the schedule attached to and forming part of any Programme Commission and relating to any year (or other period) specified in any such Finance Schedule and setting out the geographical regions and participant proportions, values, and maximum Agreement Payment for the Services.

Fit note - Statement of fitness for work - Doctors issue fit notes to individuals to provide evidence of the advice the doctor has given about the individual's fitness for work. The fit note allows doctors to advise that individuals "may be fit for work" taking into account the doctor's advice, or that they are "not fit for work".

Doctors use fit notes to record details of the functional effects of their patient's condition so that individuals and employers can consider ways to help the individual return to work.

Further Learning at a Higher Level - Progression into a programme of learning at a higher CQFW) level.

Guided Contact Hours (GCH) - The number of teaching, instructional or assessment contact hours for a particular learning activity and this information is used by the Welsh Government to inform the funding methodology.

Individual Learning Plan (ILP) - A bespoke learning and development plan unique to each individual.

(Young Person) Individual Learning Plan (ILP) Requirements Form - (template checklist to be made available by email) – A document used to support the funding of a young person within the funding model. The ILP must be completed by the young person and the Contractor within **20 working days** of the Start Date for the young person.

Individuals with Learning Difficulties and /or Disabilities - Section 41(5) of the Learning and Skills Act 2000 defines individuals with learning difficulties and/or disabilities as having:

- Significantly greater difficulty in learning than the majority of persons of his/her age; or
- A disability which either prevents or hinders him/her from making use of facilities of a kind generally provided by institutions providing post-16 education and learning.

Jobcentre Plus (JCP) - Part of the Department for Work and Pensions. It provides services that support people of working age from welfare into work and helps employers to fill their vacancies.

Learning - A process of planned activities engaged in by an individual, which is specifically designed for the acquisition of knowledge, skills and competence necessary to progressing towards attaining their Individual Learning Plan. Within JGW+, learning will usually be relevant to particular occupations in the labour market or generally relevant to enable effective participation in the labour market at a range of levels. Learning may include activities that do not lend themselves to a specific vocational route but rather develop the generic employability, personal and social skills necessary for employment. Learning may include (extended) initial assessment activities conducted by a Contractor.

Learning Coach - Refers to the learning coaching function which supports young people with learning related aspects of their individual learning. Learning coaching aims to maximise the Participants' ability to learn and maintain their motivation to remain in learning.

Learning Units (LUs) - A notional measurement of the volume of learning as used within the Payment Funding Model.

Leaver - A young person who has completed his/her learning with a Contractor or has left learning early or has been absent from learning for longer than the periods permitted in the Programme Specification.

Lifelong Learning Wales Record (LLWR) - The system for recording data on participants, their programmes, activities and awards submitted by the Contractor to the Welsh Government. The LLWR data populates the Welsh Government's post-16 database, which is used on a monthly basis to inform funding, performance analysis, statistical publications and extracts provided for bodies such as Estyn.

Lot - The division of a contract into a number of separate parts or 'Lots' based on differing requirements.

Non-employed - A participant who is not employed under a contract of employment and who is not in receipt of a wage/salary. (See also part-time work less than 15 hours per week).

Non-vocational - A qualification or skill that is not directly career focused. These will include academic awards and will often provide the transferrable skills that could be used in a range of occupational settings.

Outcomes Reports - Reports used to derive overall performance categories for each contractor. These are currently based on agreed performance measures success, learning activity success, and positive progressions to employment or further learning from the Jobs Growth Wales+ Programme. Where a programme is categorised as 'below the threshold', the Welsh Government will require the contractor to demonstrate that action is in place to bring about the necessary improvements and may instigate termination of the Agreement and any Programme Commissions if performance does not improve.

Participants - Young People on the Jobs Growth Wales+ Programme.

Part-time work - Of on average, no greater than 15 hours per week over a rolling four-week period is classified as 'non-employed'. Such part-time employment must not conflict with required attendance on the JGW+ Programme nor be treated as authorised/unauthorised absence from the Programme.

Portfolio - A file, folder or other means of storing and presenting the evidence that the candidate is submitting for final / summative assessment. It may include a variety of types of evidence (for example, written, video, audio, artefact) and may be in hard copy, electronic, or a combination of these.

Positive Progression - Progression into learning at a higher level; employment, full and part-time (including self-employment); or an Apprenticeship.

Post 16 Data Management System (DMS) - The system for recording, storing and processing participant data relating to JGW+. Used on a monthly basis to inform funding, performance analysis, statistical publications and extracts provided for bodies such as Estyn.

Programme Commission - means the document in the form set out in Schedule 4 to the Agreement issued by the Client to commission the provision of the Services.

Programme of Study - A series of activities undertaken by a young person to achieve objectives as contained within the Individual Learning Plan. A young person's programme of study should be recorded in the ILP and progress against goals should be reviewed at regular frequencies.

Progress Review - The entitlement of a young person to have their progress in learning reviewed through a formal interview. The Progress Reviews shall be conducted to the quality standards and frequency laid down in the Programme Specification and shall record progress and future action against the ILP.

Provider - (see also Contractor) - an organisation that delivers training to participants through a Welsh Government funded programme.

Quality Development Plan (QDP) - An action plan developed by the Contractor to address shortcomings and build on strengths identified in its annual self-assessment.

Re-entrant - A person who has previously participated in Jobs Growth Wales+ and who is eligible for, and who re-enters, learning.

Referral - A referral represents the process of transferring an individual from a referral agent such as Careers Wales (Working Wales) or other appropriate agency to a contractor.

Regional Skills Partnerships - act as a facilitation body to ensure that publicly funded learning Contractors and associated organisations work collaboratively, effectively and efficiently across the areas of education and regeneration to meet the needs of the participants and the regional economy. It is funded by the European Social Fund.

Registration - The process of registering a participant with an awarding body as having started to work towards the completion of a qualification.

(Young Person) Registration Form - (template checklist to be made available by email) - A document used to support the funding of a young person within the funding model. The Registration Form must be completed by the young person and the Contractor on the first day the young person attends the Programme.

School Leaving Date - The last Friday in June in the school year in which a young person reaches age 16. Under section 8 (4) of the Education Act 1996, all young people must participate in

education until this date. Contractors may not provide full time Welsh Government sponsored learning for young people during school year 11, nor may these young people enter full time employment until after this date.

Self-Assessment Report (SAR) - An annual evaluation carried out by each Contractor of its learning delivery, Participant outcomes, leadership and management. The SAR is based on guidance updated annually by the Welsh Government and is aligned with Estyn's Common Inspection Framework.

Small and Medium-sized Enterprises (SMEs) - A category of micro, small and medium-sized enterprise employing fewer than 250 persons, and which has an annual turnover not exceeding EUR 50 million, and/or an annual balance sheet total not exceeding EUR 43 million. SMEs can be autonomous, partner or linked enterprises.

Start Date - The first day of the young person commencing activity on the JGW+ Programme as specified in the Programme Specification.

Starters Form (template checklist to be made available by email) – A document used to support the funding of a young person within the funding model. The Starters Form must be completed by the young person and the Contactor within 15 working days of the date of the Pre-Start Meeting for the young person.

Sub-contractor - An organisation or a business that signs a contract to perform part or all of the obligations of another's contract. Responsibility for the sub-contractor rests with the Contractor alone.

Support Funding - Welsh Government funding for individuals to enable them to access training.

Technical Knowledge - A mandatory element of an apprenticeship framework. It is the knowledge required to perform the skill, trade or occupation to which the framework relates, together with knowledge and understanding of the industry and its market.

Terms and Conditions (Young Persons') - Encompass all aspects of a young person's relationship with a Contractor as detailed in the Programme Specification.

Training Contractors must ensure that young people are informed of their Terms and Conditions of Learning at the start of any provision or at any time the conditions of provision change.

Third Party - This may include a sub-contractor or external partner that does not contract directly with the Welsh Government.

Third Sector - The sphere of social activity undertaken by organisations that are for non-profit and non-governmental.

Training Allowance - The rate of weekly allowance that a young person who is not employed shall receive whilst participating in the Welsh Government Jobs Growth Wales+ Programme detailed in the Programme Specification.

Transfer - The planned movement of a young person within the same Programme to another Contractor, prior to the completion of the Individual Learning Plan.

Unauthorised Absence - Absence from learning which is not authorised by the Contractor as specified in the Programme Specification.

(Provider) Verification Form (made available on the Welsh Government's website) - A form that must be completed regularly by each Contractor and forwarded to the Welsh Government to verify payments.

Vocational - Learning undertaken to develop work related skills e.g., Engineering, Construction, Health, and Social Care etc. This may include NVQs, diplomas or technical knowledge.

Vocational Learning - Work related learning.

Voluntary sector - The sphere of social activity undertaken by organisations that are for non-profit and non-governmental purposes.

Volunteer work / Volunteering - The practice of people working on behalf of others or a particular cause without payment for their time and services.

(Young Person) Wage Subsidised Employment Form (template checklist to be made available by email) – A document used to support the funding of a young person within the funding model. The Wage Subsidised Employment Form should be completed before the young person attends a wage subsidised employment opportunity.

Well-being of Future Generations (Wales) Act 2015 - A cross-cutting theme and strategic policy of the Welsh Government.

Welsh Baccalaureate Qualification - A qualification for 14–19-year-olds. It provides broader experiences than traditional learning programmes and places emphasis on the development of the skills that underpin learning and employability.

Welsh European Funding Office (WEFO) - The Managing Authority for the administration of European Union funding in Wales. The JGW+ Programme was part-financed by the European Social Fund (ESF) between 1 April 2022 and 31 October 2023..

(Young Person) Work Experience Form - (template checklist to be made available by email) – A document used to support the funding of a young person within the funding model. The **Work Experience Form** should be completed before the young person attends a work placement or work trial opportunity.

Working Wales (Careers Wales) Assessment and Referral Process - A process carried out by Working Wales to effectively identify the needs, barriers, aspirations and vocational aims of young people and to subsequently refer them to a Jobs Growth Wales+ Contractor.

Work Placement - A work experience opportunity to allow young people to gain experience and to acquire, develop and demonstrate skills. Work placements can include those with an Employer, Voluntary Organisation or Community Project. For work placements, Contractors should aim for these to last up to 4 weeks per employer.

Work Trial - A work experience opportunity of no longer than one day in length (per employer).

Young Person - An individual who enters Jobs Growth Wales+ as an eligible participant in accordance with the terms and conditions of the Programme Specification.

Youth Guarantee - A Welsh Government commitment. The commitment is that young people leaving school aged 15 or 16 should receive an offer of a training place.

B. Acronyms

Acronyms	
ALN	Additional Learning Needs
ALS	Additional Learning Support
CQFW	Credit and Qualifications Framework Wales
DWP	Department for Work and Pensions
EC	European Commission
ESF	European Social Fund
Estyn	Her Majesty's Inspectorate of Education and Training in Wales
EU	European Union
GCH	Guided Contact Hours
GDPR	General Data Protection Regulation
ICT	Information Communication Technology
ILP	Individual Learning Plan
JCP/JC+	Jobcentre Plus
JGW+	Jobs Growth Wales+
KDI	Key Delivery Indicator
LU	Learning Unit
NVQ	National Vocational Qualification
Post 16 DMS	Post 16 Data Management System (known as LLWR Lifelong Learning Wales Record)
QDP	Quality Development Plan
SAR	Self-Assessment Report
SME	Small-Medium Sized Enterprise
WEFO	Welsh European Funding Office

C. Residency Criteria

Contents

This section provides guidance under the following headings:

1. Eligible Residency Categories (Table)
2. Evidence Requirements
3. Explanation of Terms
4. FAQs
5. Process Flow Chart

1. Residency Criteria (Table)

The list of eligible residency categories is set out in the Schedule to the Education (Fees and Awards) (Wales) Regulations 2007 (“Schedule”). Individuals are **ineligible** for the JGW+ Programme if at the point of entry, they are not a person in the Eligible Residency Categories listed in the Regulations. Guidance on the eligible residency categories has been provided below.

For ease of reference the categories listed in the table below does not include those relevant only for courses beginning before August 2021. The list provided below is a guide and provides examples of eligible residency categories and is not a complete list. This is not legal advice and if you are unsure if someone meets a category, you should take your own independent legal advice. While efforts have been made to ensure this guide is accurate and up to date, we accept no liability for its contents and Contractors should always satisfy themselves that participants meet the criteria set out in the 2007 Regulations. If there are any differences between this guide and the 2007 Regulations, the 2007 Regulations must be applied.

(see explanation of terms for highlighted **bold**)

Schedule Paragraph	Eligible Residency Categories	Eligible Family Members	Participant must be Ordinarily Resident (on the first day of the first academic year of the course AND/OR for the 3 years preceding the first day of the first academic year of the course)				Notes
			UK on first day	UK, Islands for 3 years preceding	UK, EEA , Switzerland or Overseas Territories for 3 years preceding	UK, Islands or Overseas Territories for 3 years preceding	
2, 2A, 3	Persons who are settled in the UK		Yes	Yes			
9D	Family members of a person settled in the UK	Spouse / Civil Partner / Direct Descendants under 21 or Dependants		Yes			
4	Refugees	Spouse / Civil Partner / Children under 18	Yes				A refugee is someone who has been granted permission to stay in the UK on humanitarian grounds after first seeking asylum



							because they feared persecution in their home country. It is different to an asylum seeker.
4A	Protected persons	Protected Spouse / Protected Civil Partner / Protected children under 18	Yes				Protected persons include people who have been granted permission to enter or stay in the UK either because they qualify for humanitarian protection, because they are a “stateless person” (i.e. they are not recognised as a national of any country) or because they are an unaccompanied refugee child.
4B	Persons granted leave to remain as a protected partner	Children under 18	Yes				This includes people who have been granted permission to stay in the UK either as a victim of domestic violence or abuse or as bereaved partners.
4C	Protected Ukrainian nationals	Spouse / Civil Partner / Children under 18	Yes				A protected Ukrainian national includes a person granted permission to enter or stay in the UK under the Ukraine Family Scheme, Homes for Ukraine Sponsorship Scheme or Ukraine Extension Scheme.
4D	Persons with leave to enter or remain as a relevant Afghan citizen	Spouse / Civil Partner / Children under 18	Yes				A relevant Afghan citizen includes a person granted permission to enter or stay in the UK under the Afghan Relocations and Assistance Policy or the Afghan Citizens Resettlement Scheme.
5	Persons with leave to enter or remain	Spouse / Civil Partner / Children under 18	Yes				A person with leave to enter or remain includes people who have been granted permission to stay on the basis of family or private life (including discretionary cases that would not usually qualify), those who did not qualify for refugee status but who are granted permission to enter or stay on a discretionary basis or on the grounds of humanitarian protection.



6A	Persons with protected rights who are EEA migrant workers, frontier workers, self-employed persons, frontier self-employed persons OR Swiss employed persons, self-employed persons, frontier employed persons, frontier self-employed persons	Spouse / Civil Partner / Children / Direct descendants under 21/ Dependants (varies by category)	Yes		Yes		<p>An EEA migrant worker is an EEA national who is a worker in the UK.</p> <p>A frontier worker is someone who works in the UK but lives in the EEA or Switzerland and returns home daily or at least once a week.</p> <p>A frontier self-employed person is someone who is self-employed in the UK but lives in the EEA or Switzerland and returns home daily or at least once a week.</p> <p>A Swiss employed person is a Swiss national who is employed.</p> <p>Self-employed persons is given its usual meaning.</p>
7A	Persons with protected rights (relating to the EU Settlement Scheme)		Yes		Yes		This means someone who has settled or pre-settled status under the EU Settlement Scheme, those who have applied under the Scheme and are waiting for a decision (including appeals and applications for administrative review) and Irish nationals.
8A	Persons who are settled in the UK and have exercised a right of residence in the EEA, Switzerland, Overseas Territories		Yes		Yes		For example, this could include someone who left the UK to live (and be ordinarily resident) in an EU country before Brexit but has since returned to the UK.



9A (and 10A – see notes)	EU Nationals with protected rights	Spouse / Civil Partner / Direct Descendants under 21/ Dependants			Yes* (see notes)		<p>EU Nationals will have protected rights if they have settled or pre-settled status under the EU Settlement Scheme, they have applied under the Scheme and are waiting for a decision (including appeals and applications for administrative review) and if they are an Irish national.</p> <p>Participants may also meet some/all of the criteria in paragraph 10A. However, for the purpose of this table, there is little difference between paragraph 9A and paragraph 10A and therefore the differences have not been specifically set out in this table.</p> <p>* But does not apply to family members provided the EU national with protected rights themselves has met the residence requirement</p>
9A	Family members of a relevant person of Northern Ireland	Spouse / Civil Partner / Children / Direct descendants under 21 or dependants					<p>This means family members of people who:</p> <ul style="list-style-type: none"> • are British, Irish or dual British and Irish citizens, AND • who were born in Northern Ireland and at the time of their birth had at least one parent who was British, Irish, dual British and Irish or entitled to live in Northern Ireland without restriction.
9B	UK Nationals and their family who were ordinarily resident in the UK or EEA/Switzerland before 11pm on 31/12/2020	Spouse / Civil Partner / Children / Direct descendants under 21 or dependants	Yes		Yes* (see notes)		<p>* But does not apply to family members provided the UK national has met the ordinarily resident requirement</p>
9BA	Irish citizens who were ordinarily resident in the UK or EEA/Switzerland before 11pm on 31/12/2020				Yes		



9C	UK Nationals	Spouse / Civil Partner / Children / Direct descendants under 21 or dependants	*See note			Yes	*The requirement is for them to be a person who is settled in the UK on the first day of the first academic year of the course. This includes where ordinary residence has been in specified British overseas territories for at least part of the last 3 years.
9E	UK/EU Nationals and their family members with resident status/right of residence in Gibraltar	Spouse / Civil Partner / Children / Direct descendants under 21 or dependants			Yes* (see notes)		* But does not apply to family members provided the main candidate has met the residence requirement.
11A	Persons who have protected rights who are children of Swiss Nationals		Yes		Yes		This means children of Swiss nationals (where the Swiss National is entitled to support under the Swiss Agreement to come to the UK for education, apprenticeships and vocational training courses).
12A	Children of Turkish workers where child was ordinarily resident in the UK before 11pm on 31/12/2020		Yes		Yes		Turkish workers are Turkish nationals who are ordinarily resident and lawfully employed in the UK.



2. Evidence Requirements

Eligible Residency Category:

Where Contractors are not employing or engaging participants directly, they can accept an authenticated (signed and dated) self-declaration from a participant that they meet the residency criteria for at least one of the categories listed in the above table.

In addition, Contractors must ensure that the HMRC assigned National Insurance number for the individual is recorded by the Contractor on the LLWR system within the specified period of time following the start date on the JGW+ Programme. Evidence of the HMRC assigned National Insurance number must match the number recorded by the Contractor on LLWR.

Ordinarily resident:

This can be evidenced by an authenticated and dated self-declaration from the participant stating their current address and (where there is a three-year requirement) their addresses over the last three years. Residence must be lawful and this generally means that the person must have immigration permission to be in that country and must not be in prison. Temporary absences (such as gap years) can be ignored and a person can be ordinarily resident in more than one country at a time.

Where an individual's personal circumstances means that they do not have, or cannot state, a home address (due to homelessness) then alternative evidence is acceptable such as a declaration from a local authority official or a relevant third party who has been assisting the individual (for example, social worker, charity worker or similar).

"Homelessness" may include but is not limited to, circumstances where the participant is:

- Temporarily staying with friends or family or other temporary arrangement,
- Staying in a hostel, bed and breakfast or other emergency housing,
- Living in a dwelling that they have no legal right to stay in (e.g a squat),
- Sleeping outdoors and/or other areas not designed as a residential dwelling.

3. Explanation of Terms

"**Academic year**" start and end dates, can be worked out according to the following guidance which sets out 4 official start dates in each academic year based on the start date - [Understanding academic years - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

"**EEA**" means the EU countries (see list provided for "**EU Nationals**") plus Iceland, Liechtenstein and Norway.

"**EU Nationals**" are nationals of Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain and Sweden.



“**Islands**” means the Channel Islands and the Isle of Man.

“**Ordinarily resident**” generally means the place where a person resides in the ordinary course of their day-to-day life whether they reside there for the long or short term.

“**Overseas territories**” are Anguilla; Aruba; Bermuda, British Antarctic Territory; British Indian Ocean Territory; ... Cayman Islands; Falkland Islands; Faroe Islands; French Polynesia, French Southern and Antarctic Territories; [Gibraltar;] Mayotte; Greenland; Montserrat; Netherlands Antilles (Bonaire, Curaçao, Saba, Sint Eustatius and Sint Maarten); Pitcairn, Henderson, Ducie and Oeno Islands; South Georgia and South Sandwich Islands; [St-Barthélemy;] [St Helena, Ascension and Tristan da Cunha]; St Pierre et Miquelon; the Territory of New Caledonia and Dependencies; Turks and Caicos Islands; Virgin Islands;] and Wallis and Futuna;

“**Settled in the UK**” for the purposes of the 2007 Regulations means a person who is ordinarily resident in the UK without being subject under the immigration laws to any restriction on the period for which they may remain. In practice this includes British or Irish Citizens, those with a right of abode in the UK and those who have been granted “indefinite leave to enter or remain”, settlement or settled status.

“**Specified British Overseas Territories**” are Anguilla; Bermuda; British Antarctic Territory; British Indian Ocean Territory; Cayman Islands; Falkland Islands; Gibraltar; Montserrat; Pitcairn, Henderson, Ducie and Oeno Islands; South Georgia and the South Sandwich Islands; [St Helena, Ascension and Tristan da Cunha]; [Turks and Caicos Islands; and Virgin Islands];]

4. FAQs

Q1. What evidence is needed to verify that a participant is eligible for funded programme support according to the residency criteria?

A1. As part of the eligibility checks undertaken by Contractors for enrolment onto the JGW+ Programme, participants will need to provide an authenticated (signed and dated) self-declaration to verify that they meet the residency criteria for at least one of the categories listed in the above table. The declaration will also need to state their current address and (where there is a three-year requirement) their addresses over the last three years.

Q2. What evidence is needed to verify that residence is lawful, i.e that a participant has the legal right to live in the UK?

A2. In addition to the authenticated self-declaration from a participant verifying that they meet the residency criteria, the National Insurance number for the individual must be recorded on the LLWR system within a set period of time following the start on the JGW+ Programme.

Q3. Who is responsible for collating the evidence to verify that a participant has the legal right to live in the UK?

A3. Contractors are responsible for obtaining an authenticated self-declaration from a participant verifying that they meet the residency criteria for at least one of the categories listed in the above table and for recording the National Insurance number on the LLWR system.

Q4. What happens if an individual falls within more than one of the “Eligible Residency Categories” listed in the above table?

A4. It is possible that an individual could fall within more than one of the residency categories listed in the above table. In which case the criteria for any one of the categories applicable for the individual can be applied.

Q5. What happens where more than one requirement for the ‘Ordinarily Resident’ rule is indicated?

A5. In most cases the ordinarily resident requirements are cumulative. This means that often where more than one requirement is indicated, each requirement must be satisfied. For example, an individual may need to be ordinarily resident in the UK on the first day of the course **and** for the 3 years preceding.

Q6. Who is responsible for verifying that a participant has the legal right to work in the UK?

A6. Employers themselves must undertake right to work checks by following the Home Office’s guide to right to work checks (please see link provided below). Before a participant starts any employment opportunity (including wage subsidised employment and unpaid work placement and work trial opportunities) Contractors must have authenticated (signed and dated) confirmation from the employer that the employer has completed the right to work checks following the Home Office guide and this has established that the participant has the legal right to work in the UK.

Home Office’s guide to right to work checks - [Right to work checks: an employer's guide - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/guidance/right-to-work-checks)

5. Process Flowchart

