



Gofal Cymdeithasol **Cymru**
Social Care **Wales**

Continuing Professional Education and Learning for Social Workers Funding Scheme Agreement

(1) NAME OF ORGANISATION

and

(2) Social Care Wales

Date: 2018

Parties:

- 1) **Name and address of organisation**
- 2) Social Care Wales, South Gate House, Wood Street, Cardiff, CF10 1EW

RECITALS

- A. The Continuing Professional Education and Learning for Social Workers Scheme (defined below) is managed and administered by Social Care Wales, who provide funding to the registered social workers in Wales via their employers, namely Local Authorities and voluntary third sector organisations in Wales (the “Recipients”) who seek to participate in the Scheme.
- B. The purpose of the Scheme is to provide Continuing Professional Education and Learning programmes (CPEL Programmes) for registered social workers in Wales employed by the Recipients and facilitate delivery of the CPEL Programmes by the Alliance (as defined below) to those social workers.
- C. Social Care Wales has agreed to fund Recipients employed social workers in respect of their attendance onto CPEL Programmes in accordance with the terms of this Agreement.

Agreement

1. Interpretation

1.1 In this Agreement:

1.1.1 unless the context otherwise requires the following expressions have the following meanings:-

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| Alliance | means Cardiff University, Bangor University, Glyndwr University and Swansea University; |
| Continuing Professional Education and Learning | means continuing professional education and learning and “ CPEL ” shall be construed accordingly; |
| “Equality Impact Assessment” | means a published process for narrowing the inequalities that exist in Wales between people from different ethnic backgrounds, people with disabilities, men and women (including trans-gendered people), people with different sexual orientations, people in different age groups, people with different religions or beliefs and people from different social and economic groups; |
| “Party” or “Parties” | means a party to this Agreement; |
| “Prohibited Act” | means committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences in respect of fraudulent acts; or (iii) at common law in respect of |

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| | fraudulent acts in relation to this Agreement; or |
| | defrauding or attempting to defraud or conspiring to defraud Social Care Wales |
| Programmes | means the Continuing Professional Education and Learning programmes to be delivered to the Recipient's Social Workers by the Alliance pursuant to, and as set out in paragraph 3.4 of the Scheme and " Programme " shall be construed accordingly; |
| Programme Fee | The applicable fee paid or payable by Social Care Wales to the Alliance relating to the Social Worker entry to, and attendance on, a Programme |
| "Scheme" | means Social Care Wales's Continuing Professional Education and Learning for Social Workers Funding Scheme, details of which are annexed to this Agreement |
| "Social Worker" | means a social worker employed by the Recipient accessing or who intends to access a Programme (or any modules, elements or parts thereof) pursuant to the terms of this Agreement, and " Social Workers " shall be construed accordingly |
| "Welsh Language Obligations" | means the obligations of either Party in respect of the use of the Welsh language, whether under any Law, under any Welsh language scheme made under the Welsh Language Act 1993, |

under any Welsh language standards which apply to the Health Board under the Welsh Language (Wales) Measure 2011 (whether or not a compliance notice has been given to either Party) or any specific obligations in respect of the use of the Welsh language in connection with the performance of this Agreement;

- 1.1.2 references to a statute or statutory provision shall be construed as a reference to the same from time to time amended, consolidated, modified, extended, re-enacted or replaced;
- 1.1.3 words in the singular shall include the plural and vice versa and a reference to a gender shall include a reference to both genders;
- 1.1.4 a reference to a Clause or Schedule shall be a reference to a clause or schedule (as the case may be) of or to this Agreement; and
- 1.1.5 the headings are for convenience only and shall not affect the interpretation of any provision of this Agreement.

2. DURATION AND TERMINATION

- 2.1 This Agreement shall come into force on 1st April 2018 and shall continue until terminated pursuant to clause 11.

3. OPERATION OF SCHEME

- 3.1 The provisions of the Scheme are incorporated in this Agreement and shall apply save as expressly varied by this Agreement. In the event of inconsistency or conflict between the terms of the Agreement and the terms set out in the Scheme; the terms of the Scheme shall prevail.

4. ELIGIBILITY FOR FUNDING.

- 4.1 During the continuance of this Agreement the Recipient must, at all times, ensure that Social Workers accessing, or intending to access Programmes, meet the eligibility criteria set out in Schedule 1 (*Eligibility Criteria*) and the Scheme.
- 4.2 The Recipient will notify Social Care Wales in writing as soon as possible if the Recipient has a reasonable belief or becomes aware that
- 4.2.1 a Social Worker accessing or intending to access a Programme is no longer eligible to do so;
 - 4.2.2 a Social Worker withdraws after the commencement of a Programme or fails to complete the Programme;
 - 4.2.3 a Social Worker attendance or enrolment on a Programme has been terminated by the Alliance (whether for reasons of conduct or otherwise).

5. PAYMENT OF PROGRAMME FEES

- 5.1 Subject to clause 6, Social Care Wales shall pay the Programme Fee to the Alliance in accordance with Schedule 2 (*Programme Funding*), subject always to the necessary funds being available when payments fall due. The Recipient agrees and accepts that payment of the Programme Fee can only be made to the extent that Social Care Wales has available funds.
- 5.2 No Programme Fee shall be paid unless and until Social Care Wales is satisfied that the eligibility criteria (as referred to in clause 4 of this Agreement) are met and that such payment will be used for proper expenditure in the delivery of the Programme
- 5.3 The amount of the Programme Fee shall not be increased in the event of any overspend or additional costs or expenses incurred by the Recipient or Social Worker.

6. WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING

- 6.1 Social Care Wales's intention is that the Programme Fee will be paid to the Alliance in full. However, without prejudice to Social Care Wales's other rights and remedies, Social Care Wales may at its discretion withhold or suspend payment of the Programme Fee and/or require repayment of all or part of the Programme Fee by the Recipient if:
- 6.1.1 the Recipient obtains duplicate funding from a third party for a Programme;
 - 6.1.2 the Recipient provides Social Care Wales with any materially misleading or inaccurate information;
 - 6.1.3 the Recipient or Social Worker commits or has committed a Prohibited Act;
 - 6.1.4 any Social Worker of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Scheme (b) taken any actions which, in the reasonable opinion of Social Care Wales, bring or are likely to bring Social Care Wales's name or reputation into disrepute;
 - 6.1.5 the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; and
 - 6.1.6 any of the circumstances referred to in clause 4.2 of this Agreement arise;
- 6.2 The Recipient shall make any payments due to Social Care Wales on demand without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 6.3 Wherever under the Agreement any sum of money is recoverable from or payable by the Recipient (including any sum that the Recipient is liable to pay to Social Care Wales in respect of any breach of the Agreement), Social Care

Wales may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Recipient under the Agreement or under any other agreement or contract with Social Care Wales.

7. ACCOUNTS AND RECORDS

- 7.1 The Recipient shall keep all reports, information, records, invoices, receipts, and accounts and any other relevant documents relating to social workers accessing (or intending to access) the Programmes pursuant to this Agreement for a period of at least six years following termination of this Agreement.
- 7.2 The Recipient shall ensure that all information produced in the course of this Agreement or relating to this Agreement, the Scheme or Programmes is retained for disclosure and shall permit Social Care Wales to inspect such records as requested from time to time.
- 7.3 The Recipient shall comply and facilitate Social Care Wales's compliance with all statutory requirements as regards information, accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and Social Care Wales.

8. MONITORING AND REPORTING

- 8.1 The Recipient shall closely monitor the delivery and success of the Scheme throughout its duration to ensure that the aims and objectives of the Scheme are being met and that this Agreement is being adhered to.
- 8.2 The Recipient shall on request provide Social Care Wales with such further information, explanations and documents as Social Care Wales may reasonably require in order for it to establish that the Programmes undertaken by social workers have been delivered successfully and properly completed in accordance with this Agreement.

9. **PUBLICITY**

9.1 The Recipient shall not publish any material referring to the Scheme, the Programmes or Social Care Wales without the prior written agreement of Social Care Wales.

9.2 The Recipient shall acknowledge the support of Social Care Wales in any materials that refer to the Scheme or the Programmes Project and in any written or spoken public presentations about the Scheme or the Programmes. Such acknowledgements (where appropriate or as requested by Social Care Wales) shall include Social Care Wales's name and logo (or any future name or logo adopted by Social Care Wales) using the templates provided by Social Care Wales from time to time.

10. **INTELLECTUAL PROPERTY RIGHTS**

10.1 Social Care Wales and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights whatsoever in and to the Scheme and the Programmes shall be, and shall remain the property of Social Care Wales.

11. **TERMINATION**

11.1 Social Care Wales shall be entitled forthwith to terminate this Agreement by written notice to the Recipient:

11.1.1 if the Recipient commits any continuing or material breach of any of the provisions of this Agreement and in the case of such a breach which is capable of remedy fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

11.1.2 any of the circumstances set out in clause 6 arise.

- 11.2 Social Care Wales may terminate this Agreement on giving the Recipient three months' written notice should it be required to do so by financial restraints, withdrawal of Welsh Government funding or for any other reason.
- 11.3 The rights to terminate this Agreement given by this clause shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 11.4 Upon the termination of this Agreement for any reason subject as otherwise provided in this Agreement and to any rights or obligations which have accrued prior to termination neither party shall have any further obligation to the other under this Agreement.

12. **FREEDOM OF INFORMATION**

- 12.1 The Recipient acknowledges that Social Care Wales is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall assist and co-operate with Social Care Wales (at the Recipient's expense) to enable Social Care Wales to comply with these information disclosure requirements.
- 12.2 The Recipient must and must procure that its Social Workers must:
- 12.2.1 transfer any request for information to Social Care Wales as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
 - 12.2.2 provide Social Care Wales with a copy of all information in its possession or power in the form that Social Care Wales requires within five working days (or such other period as Social Care Wales may specify) of Social Care Wales requesting that information; and
 - 12.2.3 provide all necessary assistance as reasonably requested by Social Care Wales to enable Social Care Wales to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations 2004.

12.3 Social Care Wales shall be responsible for determining at its absolute discretion whether the information:

12.3.1 is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;

12.3.2 is to be disclosed in response to a request for information, and in no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by Social Care Wales.

12.4 In no event shall the Recipient respond directly to a request for information unless expressly authorised to do so by Social Care Wales.

12.5 The Recipient acknowledges that Social Care Wales may disclose information:

12.5.1 without consulting with the Recipient; or

12.5.2 following consultation with the Recipient and having taken its views into account,

provided always that where clause 12.5.2 applies Social Care Wales shall take reasonable steps, where appropriate, to give the Recipient advanced notice, or failing that, to draw the disclosure to the Recipient's attention after any such disclosure.

13. **DATA PROTECTION**

13.1 The Recipient shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with any notification requirements under the General Data Protection Regulation 2018 (GDPR) and both Parties will duly observe all their obligations under the GDPR, which arise in connection with the Agreement.

13.2 Without prejudice to clause 13.1:

13.2.1 Save as otherwise agreed, Personal data supplied in connection with the Scheme and/or Programmes shall not be used by Social Care

Wales other than for purposes associated with the administration of the Scheme and in anonymised form for the purpose of audit and statistical analysis; and

13.2.2 It is the responsibility of the Recipient to inform Social Workers that their personal data will be passed to Social Care Wales and the Alliance.

14. **EQUALITY ACT**

14.1 The Recipient acknowledges and agrees that Social Care Wales is subject to the public sector equality duty set out in section 149 of the Equality Act 2010 ("2010 Act").

14.2 The Recipient must, in respect of its performance of this Agreement, comply with section 149 of the 2010 Act and warrants and undertakes to have due regard in its performance of this Agreement to:

14.2.1 eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the 2010 Act;

14.2.2 advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the 2010 Act) and persons who do not share it;

14.2.3 foster good relations between persons who share a relevant protected characteristic (as defined in the 2010 Act) and persons who do not share it.

14.3 Without prejudice to Clause 14.2, the Recipient shall:

14.3.1 comply with Social Care Wales's instructions and directions and any policies and codes of practice issued by it from time to time in relation to the 2010 Act; and

14.3.2 promptly notify and keep Social Care Wales informed (with full supporting details if requested) of all complaints and investigations in relation to the 2010 Act.

14.4 The Recipient shall provide to Social Care Wales such information as Social Care Wales may reasonably require to fulfil its obligations under the Law.

14.5 The Parties shall each access Equality Impact Assessments in accordance with the law.

15. **ASSIGNMENT**

15.1 The Recipient may not, without the prior written consent of Social Care Wales, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement except as contemplated as part of the Scheme.

16. **WAIVER**

16.1 No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

17. **NOTICES**

17.1 All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

18. **DISPUTE RESOLUTION**

18.1 In the event of any complaint or dispute (which does not relate to Social Care Wales's right to withhold funds or terminate) arising between the parties to

this Agreement in relation to this Agreement the matter should first be referred for resolution to individual nominated by Social Care Wales from time to time.

18.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the nominated individual, either party may refer the matter to the [Chief Executive] of Social Care Wales and the [Chair OR Chief Executive OR Director] of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by Social Care Wales and the Recipient.

18.3 In the absence of agreement under clause 18.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

19. **NO PARTNERSHIP OR AGENCY**

19.1 This Agreement shall not create any partnership or joint venture between Social Care Wales and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

20. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

20.1 This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

21. **SEVERANCE**

21.1 If any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

21.2 Each accessing in this Agreement shall be construed as a separate accessing and if one or more of the undertakings contained in this Agreement is found to be unenforceable or in any way an unreasonable restraint of trade the remaining undertakings shall continue to bind the Parties.

22. WELSH LANGUAGE OBLIGATIONS

22.1 The Parties agree that performance of their rights and obligations under this Agreement Service Provider will not be undertaken in such a way so to render the either of them in breach of their respective obligations in respect of the Welsh Language including but not limited to its obligations under the Government of Wales Act 2006, the Welsh Language Act 1993 or the Welsh Language (Wales) Measure 2011.

23. GOVERNING LAW

23.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales as applied in Wales.

23.2 Each party irrevocably agreed the Courts of England and Wales shall have exclusive jurisdiction in relation to any claim dispute arising therefrom.

24. ENTIRE AGREEMENT

24.1 The Agreement together with the Scheme constitutes the entire Agreement and understanding of the parties and supersedes any previous Agreement between the parties relating the subject matters of this Agreement.

IN WITNESS whereof this Agreement has been entered into the day and year first before written.

Signed by _____

[Name]
Director or Chief
Executive

Signed by _____

Joanne Oak
Director of
Corporate Services
and Resources
Social Care Wales

SCHEDULE 1

ELIGIBILITY CRITERIA

1. **Eligibility and Conditions of the Scheme**
- 1.1 Social Care Wales funded social workers and employer funded social workers seeking to undertake any elements of the CPEL Programmes **must** be (i) registered with Social Care Wales and (ii) employed in Wales.
- 1.2 Social workers who qualified in (or after) 2012 are only eligible to undertake the EPSW following completion of the CPEL Framework Consolidation Programme for Newly Qualified Social Workers.
- 1.3 Social workers can only undertake a CPEL Programme or module/s relevant to their current role, subject to their employers determining any exceptions that may apply to this condition from time to time.
- 1.4 Social workers can only undertake the:-
 - 1.4.1 the EPSW if they are currently in an Experienced Practitioner role or their employer can provide them with opportunities to undertake elements of the Experienced Practitioner role sufficient to evidence the Programme requirements and learning outcomes;
 - 1.4.2 the SPSW if they are currently in a Senior Practitioner role or their employer can provide them with opportunities to undertake elements of the Senior Practitioner role sufficient to evidence the Programme requirements and learning outcomes; and
 - 1.4.3 the CSWP if they are currently in a Consultant Social Worker role or their employer can provide them with opportunities to undertake elements of the Consultant Social Worker role sufficient to evidence the Programme requirements and learning outcomes.
- 1.5 Independent social workers (self-employed) are only eligible to access the Additional CPEL Programmes Places.
- 1.6 Employers must provide social workers participating in a Programme (or any part of a Programme) with sufficient practice opportunities and resources to evidence the relevant Programme requirements and learning outcomes.
- 1.7 Employers **must** enter into the Agreement with Social Care Wales in order to gain entry onto the CPEL Programme for and on behalf of their employees.

SCHEDULE 2

PAYMENT OF FUNDING

Social Care Wales will release funding to support the CPEL programmes to the Alliance in two instalments.

- The first instalment will be release in October 2018.
- The second instalment will be released in March 2019.