



February 2023

Memorandum of Understanding

[DfE reference: Grant_16594] [DLUHC reference: To be stated in each Grant Determination Letter]

The Secretary of State for Education has determined under Section 31 of the Local Government Act 2003 that a Grant for the Professional Development Programme Phase 3, as listed in any Grant Determination Letter linked to this Memorandum of Understanding (MOU), should be paid to the Grant Recipient.

The Treasury has consented to payment of this Grant.

Purpose of the MOU

1. The purpose of this MOU is to formalise the working relationship and expectations relating to Grant funding from the Secretary of State for Education (the "Secretary of State") to the Grant Recipient for the Early Years Professional Development Programme Phase 3. The Grant will be paid in Grant Instalments, the amounts of which will be confirmed to relevant Grant Recipients by a Grant Determination letter, subject to approval from His Majesty's Treasury (HMT) and The Department for Levelling Up, Housing and Communities (DLUHC).

Legal Status

2. This arrangement has no legal status under English Law or any other law and cannot be construed as a contract or grant agreement in the sense of a legally binding agreement between the Secretary of State and the Grant Recipient, (the "Parties") which is enforceable in the courts. Nevertheless, both Parties intend to comply with its provisions.
3. Neither Party will be authorised to act in the name of, or on behalf of, or otherwise bind the other Party, save as expressly permitted by the provisions of this arrangement. This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations.

Definitions

4. In this funding agreement ('agreement'), except where the context otherwise requires:

- a) 'DfE' means the Department for Education.
- b) 'Grant Recipient' means a local authority that is participating in the Early Years Professional Development Programme Phase 3 and signs this MOU.
- c) 'Grant' means any grant funding relating to the Early Years Professional Development Programme Phase 3 paid by the Secretary of State to the Grant Recipient during the Funding Period by way of Grant Instalments in accordance with the terms of this MOU, subject to HMT and DLHUC approval.
- d) 'Grant Instalment' means an instalment of the Grant calculated in accordance with paragraph 22 of this MOU which may be paid under section 31 of the Local Government Act 2003 by the Secretary of State to and eligible Grant Recipient, subject to the approval of HMT and DLUHC.
- e) 'Grant Determination Letter' means a letter issued by the Secretary of State determining the payment of a Grant Instalment during the Funding Period.
- f) The 'Early Years Professional Development Programme Phase 3' is the programme that the Grant Recipient is part of. This programme is part of our education recovery package. The government is investing up to £180 million to provide training, qualifications, expert guidance, and targeted support for the early years sector to support the learning and development of the youngest and most disadvantaged children: Up to £37.5 million of this will be invested in the delivery of the third phase of the professional development programme (PDP 3), which this MOU covers. Funding has been made available for work that directly benefits Early Years Practitioners (EYPs) in pre-reception settings. This will develop (directly or indirectly) a high-quality early years workforce, and ensure children have the support they need to recover from the COVID-19 pandemic.
- g) The 'Programme' is the collective term for all activity relating to the Early Years Professional Development Programme Phase 3.
- h) 'Funding Period' means the period commencing 6 February 2023 and ending 31 March 2025.
- i) Branding Manual means the HM Government of the United Kingdom of Great Britain and Northern Ireland Branding Manual Funded by UK Government first published by the Cabinet Office in November 2022, and is available at <https://gcs.civilservice.gov.uk/guidance/marketing/branding-guidelines/>, including any subsequent updates from time to time.
- j) "Delivery Partner" means Education Development Trust who deliver the Professional Development Programme Phase 3 on behalf of DfE.
- k) "Grant Recipient's Area" means the area for which the Grant Recipient is responsible.

- l) 'EYPs in the Grant Recipient's Area' means an EYP who works as an EYP in the Grant Recipient's Area.
- m) 'Programme Lead' means, depending on the context, either the DfE's Programme Lead or the Grant Recipient's Programme Lead, or both.
- n) 'DfE's Programme Lead' means any person or persons nominated by the DfE in accordance with paragraph 16 of this MOU whom the Grant Recipient should contact regarding any matters relating to the Programme, the Grant or this MOU, and is the person the Grant Recipient should send any written notices to in accordance with this MOU.
- o) 'Grant Recipient's Programme Lead' means any person or persons nominated by the Grant Recipient in accordance with paragraph 17 of this MOU whom the DfE should contact regarding any matters relating to the Programme, the Grant or this MOU, and is the person the DfE should send any written notices to in accordance with this MOU.

About the Grant

- 5. The Secretary of State has determined that the Grant can be paid to Grant Recipients on the understanding that:
 - a) The Grant is for the purpose of:
 - Ensuring the Grant Recipient has sufficient delivery capacity and early years expertise, if necessary, to deliver programme activity for the Early Years Professional Development Programme Phase 3, as outlined in Table 1.0.
 - Activities that are undertaken (such as those outlined in table 1.0) to enable and facilitate the delivery of professional development for EYPs in early years settings.
 - b) The following principles should be adhered to by the Grant Recipient:
 - i. **Communications and Marketing:** Grant funding should not be used for any communications or marketing activity. The Grant funding should primarily be used to cover backfill costs for teachers and EYPs to attend training, plus any associated logistical costs e.g. administration (i.e. printing / reproducing training materials). Any deviation from this remit could likely affect the potential reach and expected outcomes of the Programme.
 - ii. **Supporting CPD needs of the Grant Recipient:** Grant funding should not be used for general training for the Grant Recipient's own staff.
 - iii. **Sustaining providers:** Grant funding should not be used to temporarily increase funding rates, including those relating to the childcare entitlement, that is paid from the Grant Recipient to an early years provider.

- iv. **Acquisition or improvement of fixed assets:** The Grant funding has been awarded for the purpose of a revenue expenditure and should only be used towards delivery of programme activity for the Early Years Professional Development Programme phase 3. Spend on the acquisition or improvement of fixed assets/noncurrent assets does not constitute eligible expenditure - this includes all expenditure towards IT hardware and software. As a general rule, administrative spend on small value office equipment, of less than £100, would be regarded as an expense.

Commencement of the MOU

6. This MOU takes effect from the date it is signed by both DfE and the Grant Recipient. The first Grant Determination Letter is planned to be issued in March 2023.

Agreement to share information

7. By this MOU, the Parties express their mutual intention to identify opportunities to share data and information, in a manner that aligns with their business objectives and with the agreed purposes of the funding.

Records

8. The Grant Recipient should keep a record of expenditure funded partly or wholly by the Grant and retain all accounting records relating to that expenditure for a period of at least six years after the end of Grant Funding Period. Accounting records should include purchase orders, original invoices, receipts, accounts and deeds, whether in writing or electronic form. The Grant Recipient should make these available at any reasonable time for inspection by officials from DfE or their representatives or by the Comptroller and Auditor General or his representatives.

Liaison

9. If and when appropriate, the Grant Recipient should be available to meet representatives of DfE and, as necessary, other interested parties including other Grant Recipients (other local authorities receiving Grant funding) and the Delivery Partner to review the progress both on individual Grant-funded projects and collectively across the Programme to share best practice. This will include, but is not limited to, providing case studies to the DfE or the Delivery Partner on their activities and attending virtual, local and national learning events to share updates.
10. All efforts will be made to ensure that such meetings are at the convenience of the Grant Recipient, including the use of video-conferencing and telephone. The Grant Recipient may request that certain information may be withheld from meetings that include other parties in addition to DfE on the grounds of commercial sensitivity. All reasonable requests will be agreed by DfE.

11. The Grant Recipient should be willing to provide an update on the progress of their activities, to the DfE or the Delivery Partner and information on their expenditure upon request on a quarterly basis to the DfE. This will include, for example progress on how the Grant has allowed early years settings to be paid backfill rates for EYPs taking part in the programme.

Financial Irregularities

12. If the Grant Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this funding agreement, they should notify DfE immediately, explain what steps are being taken to investigate the suspicion, and keep DfE informed about the progress of the investigation. For these purposes 'financial irregularity' includes fraud or other impropriety, mismanagement, and the use of Grant for purposes other than the purposes set out in this MOU.

Acknowledgement and publicity

13. If and when appropriate, the Grant Recipient should give appropriate publicity to the Early Years Professional Development Programme Phase 3 by drawing attention to the benefits and opportunities it affords. In acknowledging the Government's contribution, the Grant Recipient should comply with any guidance on publicity provided by DfE.

UK Government Branding

14. The Grant Recipient shall at all times during and following the end of the Funding Period:
 - a) comply with requirements of the Branding Manual in relation to the funded activities (as shown in Table 1.0); and
 - b) cease use of the Funded by UK Government logo on demand if directed to do so by the DfE.

Information Management

15. Subject to commercial sensitivity (see paragraph 10 above), any information, knowledge, system or process gathered, developed, or created by the Grant Recipient, DfE or the Delivery Partner in operating the Programme may be disseminated by DfE to all persons or bodies who have responsibility for the Programme. The Grant Recipient agrees that such persons may share and use freely all such information, knowledge, system or process for their own purposes.

Relationship Management and Communication

16. The DfE nominates the following persons to be the DfE's Programme Lead:

DfE Representatives: Wakia Islam and Graham King (Early Years):

earlyyears.pdp3@education.gov.uk

17. The Grant Recipient should notify DfE of the name and contact details of the Grant Recipient's Programme Lead upon signing this MOU.
18. It is the responsibility of DfE and the Grant Recipient's Programme Lead to:
 - a) Work collaboratively to arrange meetings and reviews
 - b) Oversee any milestone reporting requirements as agreed by both Parties
 - c) Keep both Parties fully informed
 - d) Act as a first point of reference between Parties and also as liaison persons for external contacts
 - e) Communicate between Parties on matters that arise that may be of interest to either party
19. The Parties may change their Programme Lead at any time, subject to notifying the other Party and the Delivery Partner in writing of the new name and contact details of their new Programme Lead as soon as is reasonably practicable and the Parties agreeing a suitable handover process so the new Programme Lead can settle into the role. The handover process will be the responsibility of the Party that is replacing their Programme Lead.

Amount of Grant

20. The amount of funding to be paid to Grant Recipients by each Grant Instalment will be based on the number of EYPs in the Grant Recipient's Area who undertake the Early Years Professional Development Programme Phase 3. The number of EYPs on Programme will be determined on a given snapshot date. The snapshot date for the 2022-23 financial year is shown below as 6 February 2023. The planned months for future snapshots dates are shown below for 2023-24 and 2024-25 and DfE will confirm the exact date in each of those months in advance of each data snapshot being taken. The amount of each Grant Instalment will be confirmed by a Grant Determination Letter, subject to approval from HMT and DLUHC.
21. DfE intends that Grant Recipients will be paid via four Grant Instalments over three financial years.
22. Payments are to be calculated as below:
 - a) In financial year 2022-2023 we expect:
 - o EYPs in cohort 1 to undertake 3.3 days of training. Funding will therefore be calculated at a rate of £264 (£80 per day x 3.3 days) for each cohort 1 EYP in the Grant Recipient's Area who started the Programme by 6 February 2023. Payment is expected to be made in March 2023.

b) In financial year 2023-2024 we expect:

- EYPs in cohort 1 to undertake 6.7 days of training. Funding will therefore be calculated at a rate of £536 (£80 per day x 6.7 days) for each cohort 1 EYP in the Grant Recipients Area who is on the Programme in April 2023. Payment is expected to be made in March 2024.
- EYPs in cohort 2 to undertake 9.5 days of training. Funding will therefore be calculated at a rate of £760 (£80 per day x 9.5 days) for each cohort 2 EYP in the Grant Recipients Area who starts the Programme in September 2023. Payment is expected to be made in March 2024.
- EYPs in cohort 3 to undertake 5.1 days of training. Funding will therefore be calculated at a rate of £408 (£80 per day x 5.1 days) for each cohort 3 EYP in the Grant Recipients Area who starts the Programme in January 2024. Payment is expected to be made in March 2024.
- The DfE also intends to pay a £2500 administrative payment in this financial year to each Grant Recipient that has actively engaged with the Programme within this financial year (2023-24).

c) In financial year 2024-2025 we expect:

- EYPs in cohort 2 to undertake 0.5 days of training. Funding will therefore be calculated at a rate of £40 (£80 per day x 0.5 days) for each cohort 2 EYP in the Grant Recipients Area who is on the Programme in April 2024. Payment is expected to be made September 2024.
- EYPs in cohort 3 to undertake 4.9 days of training. Funding will therefore be calculated at a rate of £392 (£80 per day x 4.9 days) for each cohort 3 EYP in the Grant Recipients Area who is on the Programme in April 2024. Payment is expected to be made March 2025.

d) In financial year 2024-2025 we expect:

- EYPs in cohort 4 to undertake 5.3 days of training between April 2024 and September 2024 and 4.7 days of training between September and December 2024. Funding will therefore be calculated at a rate of £424 (£80 per day x 5.3 days) for each cohort 4 EYP in the Grant Recipients Area who starts the Programme in April 2024 and at a rate of £376 (£80 x 4.7 days) for each EYP in the Grant Recipients Area who is still on the Programme in September 2024. Payments are expected to be made in September 2024 and March 2025 respectively.
- The DfE also intends to pay a £2500 administrative payment in this financial year to each Grant Recipient that has actively engaged with the Programme within this financial year (2024-25).

Eligibility criteria

23. Grant Recipients are eligible to receive Grant funding where:

- a) the Grant Recipient is in England and has been pre-selected by the DfE to participate in the Early Years Professional Development Programme Phase 3, and
- b) the Grant Recipient has EYPs within their area who have actively participated in Early Years Professional Development Programme Phase 3 training.

Duration

24. This MOU is at-will and may be modified by mutual consent of authorised officials of the Parties. In the absence of termination or mutual agreement by the authorised officials from the DfE and the Grant Recipient, this MOU shall end on 31 March 2025.

Termination

25. The Secretary of State may, at their sole discretion, terminate this MOU and/or withhold, reduce, or delay any Grant Instalment by giving notice in writing to the Grant Recipient. The Secretary of State will endeavour to give the Grant Recipient at least three calendar months' notice of the termination of this MOU. In the event that this MOU is terminated in accordance with this paragraph, the Secretary of State may require the repayment of the whole or any part of any Grant funds which are unspent at the date of termination, as may be determined by the Secretary of State and notified in writing to the Grant Recipient. Such sum as has been notified will immediately become repayable to the Secretary of State.

Signed on behalf of The Minister by:

Harjit Athwal (Deputy Director)
Early Years Quality and Workforce
Department for Education



1 February 2023

Tom Finch (Commercial Deputy Director)
Families Group
Department for Education



1 February 2023

Signed on behalf of the Grant Recipient by:

Name:
Role:
Signature:
Date:

TABLE 1.0

The table below details the expected responsibilities and activities we expect Grant Recipients to undertake in expectation of the funding provided.

	Expected responsibilities
1	<p>To have identified, and provided the Delivery Partner with contact details of all settings who are eligible to receive DfE-funded professional development activity to improve children’s early communication and language, early maths and Personal, Social and Emotional Development (PSED) outcomes – identifying settings in the areas of greatest need within the local authority, with each setting meeting at least two of the criteria below:</p> <ul style="list-style-type: none"> – At least one child with an Education, Health and Care Plan or Disability Access Fund indicator – At least one child in receipt of Early Years Pupil Premium (EYPP) – At least one child taking up the disadvantaged two-year-old offer <p>Or, early years providers where local intelligence suggests disadvantaged children would benefit from their practitioners receiving additional CPD support.</p> <p>We expect the majority of settings identified to be PVI settings, but all settings including school-based settings and childminders, are in scope to receive this training.</p> <p>Providers may be asked to provide alternative contact details if the originally identified settings cannot participate or leave the Programme before completion.</p>
2	To have worked collaboratively with the Delivery Partner on recruitment and retention of EYPs and settings.
3	To have shared any issues or concerns raised by settings with the Delivery Partner and DfE to enable us to react and respond to these.
4	To have managed and monitored the budget for staff cover for practitioners to leave their settings to participate in CPD.
5	To have shared any evaluation conducted within the local authority on this element of the Early Years Professional Development Programme with DfE and the Delivery Partner. There is no formal requirement to evaluate the programme, but we would be interested to see any local level findings if available.
6	Where appropriate, to have facilitated links between the settings taking part in the Programme and other relevant local services as relevant, e.g., Health Visitors, specialist speech and language services where helpful.
7	Where appropriate, to have supported dissemination of learning / sharing of practice more widely across other pre-reception/reception settings in the local authority area.

8	To participate in any national level lessons learnt workshops convened by the DfE or Delivery Partner to disseminate learning.
9	To have maintained accurate records on the management of the Grant and provide these to DfE for review if requested.