

Bwrdd Tyfu Canolbarth Cymru / Growing Mid Wales Board

Man Cyfarfod
Meeting Venue
By Zoom



Dyddiad y Cyfarfod
Meeting Date
**Dydd Mercher, 15 Rhagfyr
2021
Wednesday, 15 December
2021**

Amser y Cyfarfod
Meeting Time
3.00 pm

I gael rhagor o wybodaeth
cysylltwch â
For further information please
contact
steve.boyd@powys.gov.uk

8/12/2021

AGENDA

- | | |
|----|--|
| 1. | CROESO AC YMDDIHEURIADAU / WELCOME AND APOLOGIES |
| 2. | DATGANIADAU O FUDDIANT PERSONOL / DECLARATIONS OF PERSONAL INTEREST |
| 3. | COFNODION DRAFFT Y CYFARFOD DIWETHAF / DRAFT MINUTES OF THE LAST MEETING 11/11/21 |

(Pages 3 - 10)

- | | |
|----|---|
| 4. | BARGEN DWF CANOLBARTH CYMRU DIWEDDARIAD CYNNYDD / MID WALES GROWTH DEAL: PROGRESS UPDATE |
|----|---|

- Diweddariad tuag at FDA a sefydliad yr EAG / Progress Update towards FDA & establishment of EAG
- Blaen Raglen Waith/Camau Nesaf / Forward Work Plan/Next Steps

(Pages 11 - 26)

5.	LLYWODRAETHIANT / GOVERNANCE
-----------	-------------------------------------

- Blaen Adroddiad / Cover Report
- Cytundeb Rhyng-Awdurdod 3 (Cyfnod Gweithredu) (Saesneg yn unig) / Inter-Authority Agreement 3 (Delivery Phase) (English only)

(Pages 27 - 98)

6.	CYLLID / FINANCE
-----------	-------------------------

- 6.1. **Cytuno'r Ffurflen Flynyddol ar gyfer y flwyddyn ddaeth i ben 31 Mawrth 2021 / Approve annual return for 2020/21**

(Pages 99 - 126)

- 6.2. **Cadarnhau cyllideb refeniw 2021/22 a gosod allan egwyddorion cyllideb flynyddol / To confirm the revenue Budget 2021/22 and set out the principles of the base budget for the lifetime of the MWGD**

(Pages 127 - 130)

7.	UNRHYW FATER ARALL / ANY OTHER BUSINESS
-----------	--

8.	DYDDIADAU CYFARFODYDD NESAF / DATES OF FUTURE MEETINGS
-----------	---

11 Mawrth 2022 – Rhithiol

11 March 2022 – Virtual

21 Mehefin 2022 – Rhithiol

21 June 2022 – Virtual

26 Medi 2022 – Rhithiol

26 September 2022 – Virtual

12 Rhagfyr 2022 – Rhithiol

12 December 2022 – Virtual

Noder: Efallai bydd rhaglen waith y fargen dwf angen cyfarfod cyn 11 Mawrth 2022.

Note: Growth Deal work programme may require a meeting before 11 March 2022.

COFNODION CYFARFOD BWRDD TYFU CANOLBARTH CYMRU / GROWING MID WALES BOARD A GYNHALIWDYD DROS ZOOM DDYDD IAU, 11 TACHWEDD 2021

YN BRESENNOL

Aelodau Cabinet Cyngor Sir Ceredigion:

Y Cynghorydd Ellen ap Gwynn, Arweinydd Cyngor Sir Ceredigion a'r Aelod Cabinet ar gyfer Polisi, Perfformiad, Partneriaethau a Gwasanaethau Democrataidd **(EAG) (Cadeirydd)**

Y Cynghorydd Dafydd Edwards: Aelod Cabinet ar gyfer Priffyrdd a Gwasanaethau Amgylcheddol, ynghyd â Thai **(DE)**

Y Cynghorydd Catrin Miles: Aelod Cabinet ar gyfer Gwasanaethau Dysgu a Dysgu Gydol Oes **(CM)**

Y Cynghorydd Rhodri Evans: Aelod Cabinet ar gyfer yr Economi ac Adfywio **(RE)**

Y Cynghorydd Gareth Lloyd, Aelod Cabinet ar gyfer Gwasanaethau Cyllid a Chaffael a Gwasanaethau Diogelu'r Cyhoedd **(GL)**

Aelodau Cabinet Cyngor Sir Powys:

Y Cynghorydd Rosemarie Harris, Arweinydd Cyngor Sir Powys **(RH)**

Y Cynghorydd Aled Davies, Deiliad Portffolio Cyllid a Thrafnidiaeth **(AD)**

Y Cynghorydd Heulwen Hulme, Deiliad Portffolio yr Amgylchedd **(HH)**

Y Cynghorydd Iain McIntosh, Deiliad Portffolio Datblygu Economaidd, Cynllunio a Thai **(IM)**

Swyddogion:

Eifion Evans, Prif Weithredwr, Cyngor Sir Ceredigion **(EE)**

Dr Caroline Turner, Prif Weithredwr, Cyngor Sir Powys **(CT)**

Carwyn Jones-Evans, Rheolwr Strategol Bargaen Twf Canolbarth Cymru **(CJE)**

Lowri Edwards, Swyddog Arweiniol Corfforaethol, Gwasanaethau Democrataidd **(LE)**

Nigel Brinn, Cyfarwyddwr Corfforaethol dros yr Economi a'r Amgylchedd, Cyngor Sir Powys **(NB)**

Paul Griffiths, Swyddog Cynghori **(PG)**

Russell Hughes-Pickering, Swyddog Arweiniol Corfforaethol: Yr Economi ac Adfywio, Cyngor Sir Ceredigion **(RHP)**

Arwyn Davies, Rheolwr Corfforaethol, Cyngor Sir Ceredigion **(AD)**

Elin Prysor, Cyngor Sir Ceredigion **(EP)**

Ffion Lloyd, Cyngor Sir Ceredigion **(PA)**

Stephen Johnson, Swyddog Arweiniol Corfforaethol: Cyllid a Chaffael, Cyngor Sir Ceredigion **(SJ)**

Swyddfa Rheoli Portffolio Tyfu Canolbarth Cymru

Cathy Martin, Rheolwr Gweithrediadau **(CM)**

1.	CROESO AC YMDDIHEURIADAU
-----------	---------------------------------

Cafwyd ymddiheuriadau gan y Cynghorydd Gareth Lloyd a fyddai'n ymuno â'r cyfarfod yn hwyr.

2.	DATGANIADAU O FUDDIANT PERSONOL
-----------	--

Ni chafwyd unrhyw ddatganiadau o fuddiannau personol/rhagfarnus.

3. COFNODION DRAFFT Y CYFARFOD DIWETHAF 21/09/21

Cytunwyd bod cofnodion y cyfarfod diwethaf a gynhaliwyd ar 21 Medi 2021 yn gofnod cywir.

4. LLYWODRAETHU: GRŴP CYNGHORI'R SECTOR PREIFAT

Cyflwynodd Paul Griffiths Rôl a Chylch Gorchwyl y Grŵp Cyngori Economaidd/y Trydydd Cytundeb Interim Rhwng Awdurdodau. Nodwyd bod y Cylch Gorchwyl yn cynnwys newidiadau i'r un a fabwysiadwyd ar gyfer y Grŵp Strategaeth Economaidd, er mwyn adlewyrchu anghenion y Fargen Twf yn y dyfodol wrth i'r gwaith symud yn ei flaen i gynigion mwy manwl sy'n cynnwys rhaglenni a phrosiectau. Mae'r newidiadau'n cynnwys newid teitl y Grŵp i'r 'Grŵp Cyngori Economaidd' er eglurder, gyda mwyafrif o chwech aelod er mwyn gallu cyflawni pethau'n sydyn. Cynigiwyd na ddylai'r grŵp benodi Cadeirydd ac y dylai'r grŵp gael ei gefnogi a'i hwyluso gan Swyddog, a fydd yn fodd i sicrhau bod gan yr holl aelodau statws cyfartal, bod llais pawb yn cael ei glywed, a bod modd adrodd yn ôl yn uniongyrchol i Arweinwyr yr Awdurdodau. Os daw buddiant perthnasol i fod yng nghyswllt unrhyw aelod, bydd gofyn i'r aelod hwnnw ymddiswyddo o'r grŵp. Nodwyd bod yr adroddiad yn amlinellu'r gofynion recriwtio i'w hystyried gan yr aelodau.

Cynigiwyd y newidiadau canlynol:

Adran 3.3: nodi Prif Weithredwr 'neu Arweinydd' yn benodol ac ychwanegu paragraff sy'n nodi mai rôl arsylwi fydd gan yr Arweinydd yn hytrach na rôl gynghori, ac y bydd modd iddo/iddi fynychu'r cyfarfodydd os yw'n dewis gwneud hynny.

Adran 4.2: cynnwys 'Arweinwyr' fel a ganlyn: "bydd yn adrodd yn rheolaidd i'r Arweinwyr a'r Prif Weithredwyr".

Adran 4.2: nodi'n benodol y gellid defnyddio'r disgresiwn a ddirprwywyd i'r Arweinwyr, os yw hynny'n briodol, i benodi aelodau ychwanegol i'r grŵp, gan ddileu'r cyfyngiad o chwe aelod.

Adran 5.8: nodi'n benodol y byddai cael pedwar aelod yn bresennol mewn cyfarfod yn golygu bod cworwm ar gael, ac israddio'r Grŵp Cyngori Economaidd yn hytrach na'r Grŵp Strategaeth Economaidd.

PENDERFYNWYD:

Cymeradwyo cynnwys yr adroddiad ynghyd â'r Cylch Gorchwyl drafft, yn ogystal â newidiadau priodol yr ystyriwyd bod eu hangen er mwyn gallu recriwtio i'r Grŵp Cyngori Economaidd, yn amodol ar y newidiadau.

5.	EITHRIO'R CYHOEDD
-----------	--------------------------

Nid yw'r adroddiad sy'n ymwneud ag eitem 5 i'w gyhoeddi gan ei fod yn cynnwys gwybodaeth esempt fel y diffinnir ym mharagraff 14 Rhan 4 Atodlen 12A Deddf Llywodraeth Leol 1972 fel y'i diwygiwyd gan Orchymyn Llywodraeth Leol (Mynediad at Wybodaeth) (Amrywio) (Cymru) 2007. Os bydd y Cyngor, ar ôl defnyddio'r Prawf Budd Cyhoeddus, yn penderfynu ystyried yr eitem hon yn breifat bydd y cyhoedd a'r wasg yn cael eu heithrio o'r cyfarfod tra bydd yr eitem yn cael ei hystyried, yn unol ag Adran 100B(2) y Ddeddf.

Wrth ymdrin â'r eitem, gofynnwyd i'r Aelodau ystyried a ddylid eithrio'r cyhoedd a'r wasg o'r cyfarfod.

PENDERFYNWYD eithrio'r cyhoedd a'r wasg o'r cyfarfod tra byddai eitem 6 isod yn cael ei hystyried, ar y sail bod yr adroddiad yn cynnwys gwybodaeth esempt.

6.	EITEM ESEMT: CYTUNDEB TERFYNOL DRAFFT BARGEN TWF CANOLBARTH CYMRU
-----------	--

Darparodd Carwyn Jones-Evans ddiweddariad ynghylch yr amserlen ar gyfer llofnodi Cytundeb Terfynol y Fargen Twf gyda Chyd-fwrdd Llywodraeth y DU, gan nodi mai'r disgwyl yw y bydd yn cael ei lofnodi yn ystod yr wythnos cyn y Nadolig. Mae'r her nesaf yn ymwneud â chefnogi ac annog y prosiectau i gyflwyno manylion, cynigion ac amserlenni, deall y rhwystrau a darparu cyngor a chymorth.

Nodwyd bod perygl y gallai rhai prosiectau dynnu'n ôl ar ôl cael cyllid o ffynhonnell arall neu ar ôl methu â chael adnoddau, ac na fyddent yn bwrw ymlaen fel y cynlluniwyd. Felly, mae angen anogaeth gref a pharhaus gyda chyfres barod o gynigion amgen i'w hargymell i'r Bwrdd. Mae hynny wedi'i nodi yn rhan o'r gofrestr risg y tu hwnt i Gytundeb Terfynol y Fargen Twf.

Nododd Cathy Martin eu bod wrthi'n ymgysylltu â phob un o'r prosiectau ar hyn o bryd, gan ofyn ble maen nhw arni a pha gymorth y mae arnynt ei angen, er mwyn cael gwell dealltwriaeth o'r amserlenni. Bydd angen diweddarau'r portffolio bob blwyddyn er mwyn dangos ble'r ydym arni, a rhoi manylion ceisiadau i'w hystyried yn y dyfodol. Nodwyd hefyd y byddai prosiectau eraill ar y rhestr hirach yn parhau i gael eu datblygu er mwyn gweld a fyddai modd eu cynnwys rywbryd yn y dyfodol, neu os daw ffynonellau eraill o gymorth ar gael.

Nodwyd bod y ddau awdurdod wedi cael Cyllid Codi'r Gwastad ac y byddai angen iddynt fod yn ymwybodol o gyllid cymorth gwladwriaethol os bydd ffynonellau cyllid yn goryffwrdd â'i gilydd.

Cytunodd y Pwyllgor i wneud y canlynol:

- **Cymeradwyo Cytundeb Terfynol drafft y Fargen Twf;**

- **Awdurdodi'r Prif Weithredwyr, mewn ymgynghoriad â'r ddau Arweinydd, i wneud unrhyw fân newidiadau y gallai fod angen eu gwneud i Gytundeb Terfynol drafft y Fargen Twf er mwyn sicrhau'r cytundeb;**
- **Awdurdodi'r Arweinwyr i lofnodi'r ddogfen derfynol gyda'r ddwy Lywodraeth ar ran y ddau Gyngor a'r Bwrdd;**
- **Dod â'r ddogfen derfynol wedi'i llofnodi yn ôl i'r cyfarfod cyntaf posibl o Fwrdd Tyfu Canolbarth Cymru ar ôl llofnodi'r ddogfen.**

Yna, gwahoddwyd y cyhoedd a'r wasg i ymuno â'r cyfarfod.

7. UNRHYW FATER ARALL

- a) Tynnodd yr aelodau sylw at bryderon ynghylch effaith ffosffadau, TAN15 a mapiau llifogydd ar ddatblygiadau mewn rhai ardaloedd, a'r goblygiadau o ran datblygu economaidd ac o ran oedi posibl i brosiectau. Nododd y Cynghorydd Iain McIntosh ei fod wedi cyfarfod â dau sefydliad sy'n gallu cynhyrchu cyfleusterau tynnu ffosffadau o ddŵr am bris tipyn yn is na'r hyn a awgrymwyd gan Dŵr Cymru, gan nodi y byddai'n rhannu'r wybodaeth honno ag aelodau'r Bwrdd.

Cytunodd y Pwyllgor i wahodd arbenigwyr o'r naill awdurdod a'r llall i'r cyfarfod nesaf, gyda'r bwriad o lobïo ar y cyd.

- b) Gofyn i Fwrdd Partneriaeth Tyfu Canolbarth Cymru ystyried cymeradwyo, yn ei gyfarfod ddydd Llun, bod ei logo'n cael ei gynnwys ar y ddogfen Fframwaith Economaidd Rhanbarthol.

Cafodd y ddau awdurdod eu llongyfarch ar eu ceisiadau llwyddiannus i Gronfa Codi'r Gwastad, ac estynnwyd llongyfarchiadau i'r holl staff a fu'n gweithio ar y ceisiadau hynny.

8. DYDDIAD Y CYFARFOD NESAF

Cynhelir y cyfarfod nesaf am 11.00am ar 10 Rhagfyr 2021 trwy gynhadledd fideo.

**Y Cynghorydd Sir Rosemarie Harris
Cadeirydd**

**MINUTES OF A MEETING OF THE BWRDD TYFU CANOLBARTH CYMRU / GROWING
MID WALES BOARD HELD BY ZOOM ON THURSDAY, 11 NOVEMBER 2021**

PRESENT

Ceredigion County Council Cabinet Members:

Councillor Ellen ap Gwynn, Leader of Ceredigion County and Cabinet Member for Policy Performance, Partnerships and Democratic Services **(EAG) (Chair)**

Councillor Dafydd Edwards: Cabinet Member for Highways and Environmental Services together with Housing **(DE)**

Councillor Catrin Miles: Cabinet Member for Learning Services and Lifelong Learning **(CM)**

Councillor Rhodri Evans: Cabinet Member for Economy and Regeneration **(RE)**

Councillor Gareth Lloyd, Cabinet Member for Finance and Procurement Services and Public Protection Services **(GL)**

Powys County Council Cabinet Members:

Councillor Rosemarie Harris, Leader of Powys County Council **(RH)**

Councillor Aled Davies, Portfolio Holder for Finance and Transportation **(AD)**

Councillor Heulwen Hulme, Portfolio Holder for Environment **(HH)**

Councillor Iain McIntosh, Portfolio Holder for Economic Development, Planning and Housing **(IM)**

Officers:

Eifion Evans, Chief Executive, Ceredigion County Council **(EE)**

Dr. Caroline Turner, Chief Executive, Powys County Council **(CT)**

Carwyn Jones-Evans, Strategic Manager Mid Wales Growth Deal **(CJE)**

Lowri Edwards, Corporate Lead Officer: Democratic Services **(LE)**

Nigel Brinn, Corporate Director Economy & Environment, Powys County Council **(NB)**

Paul Griffiths, Advisor **(PG)**

Russell Hughes-Pickering, Corporate Lead Officer: Economy & Regeneration, Ceredigion County Council **(RHP)**

Arwyn Davies, Corporate Manager Ceredigion County Council **(AD)**

Elin Prysor, Ceredigion County Council **(EP)**

Ffion Lloyd, Ceredigion County Council **(PA)**

Stephen Johnson, Corporate Lead Officer: Finance & Procurement, Ceredigion County Council **(SJ)**

GMW Portfolio Management Office (PoMO)

Cathy Martin, Operations Manager **(CM)**

1.	WELCOME AND APOLOGIES
-----------	------------------------------

Councillor Gareth Lloyd apologised that he would be joining the meeting late

2.	DATGANIADAU O FUDDIANT PERSONOL / DECLARATIONS OF PERSONAL INTEREST
-----------	--

There were no disclosures of personal/prejudicial interests

3.	COFNODION DRAFFT Y CYFARFOD DIWETHAF 11/06/21 / DRAFT MINUTES OF THE LAST MEETING 11/09/21
-----------	---

The minutes of the last meeting held on 21st September 2021 were agreed as a correct record.

4.	GOVERNANCE: PRIVATE SECTOR ADVISOR GROUP
-----------	---

The Role and Terms of Reference for the Economic Advisor Group / Third Interim Authority Agreement was presented by Paul Griffiths. It was noted that the terms of reference include changes from those adopted for the Economic Strategy Group, reflecting the future needs of the Growth Deal as work progresses to more detailed proposals involving Programmes and Projects. Changes include the retitling of the group as 'Economic Advisory Group' for clarity, with membership set at a maximum of six members to allow for a rapid turnaround. It was proposed that the group does not appoint a Chair, and that the group is supported and facilitated by Officer ensuring equal status to all members, that everybody's voice is heard as well as direct feedback to Leaders of Authorities. Any Member who develops a material interest will be required to step down from the group. It was noted that the report sets out the recruitment proposals, for consideration by the Members.

The following amendments were proposed:

Section 3.3: to stipulate Chief Executive 'or Leader' and insert additional paragraph noting the role of Leader as observer, rather than adviser, with an option to attend the meetings.

Section 4.2: to include 'Leaders', as follows "will report on a regular basis to the Leaders and to the Chief Executives".

Section 4.2: to stipulate that discretion delegated to the Leaders may be applied should they be appropriate, to appoint additional members to the group, thus removing the restriction to 6 members.

Section 5.8: to stipulate that four members attending the meeting would make to meeting quorate, and to demote EAG as opposed to ESG

RESOLVED:

To approve the contents of the report alongside the draft Terms of Reference, together with appropriate changes considered necessary to allow recruitment to the Economic Advisory Group, subject to the amendments.

5.	EXCLUSION OF THE PUBLIC
-----------	--------------------------------

The report relating to item 5 is not for publication as it contains exempt information as defined in paragraph 14 of Part 4 of Schedule 12A to the Local Government Act

1972 as amended by the Local Government (Access to information) (Variation) (Wales) Order 2007. If, following the application of the Public Interest Test, the Council resolves to consider this item in private, the public and press will be excluded from the meeting during such consideration, in accordance with Section 100B(2) of the Act.

Members were requested, when dealing with the item, to consider whether to exclude the public and press from the Meeting.

It was **RESOLVED** to exclude the public and press during consideration of item 6 below on the basis that the report contained exempt information.

6.	EXEMPT ITEM: MID WALES GROWTH DEAL: DRAFT FINAL DEAL AGREEMENT
-----------	---

Carwyn Jones-Evans provided an update in relation to schedule for signing the Final Deal Agreement with the Joint UK Government Board, noting that it is anticipated that it will be signed in the week leading up to Christmas. The next challenge relates to supporting and encouraging the projects to bring forward the details, proposals and timescales, understanding the barriers, providing advice and support.

It was noted that there may be a risk that some projects may drop-out as a result of receiving alternative funding, or failure to resource and not proceed as planned. Therefore there needs to be strong continued encouragement, with a ready pipeline of alternative proposals for recommending to the board. This has been identified as part of the risk register beyond the Final Deal agreement.

Cathy Martin noted that they are currently engaging with each of the projects, asking what stage they're at and what support they require in order to gauge a better understanding of the timescales. The portfolio will need updating annually, to denote where we're at, and details of applications for future consideration. It was also noted that other projects on the longer list would continue to be developed to see if they can come on board at some time in the future, or if other sources of funding become available.

It was noted that both authorities had received Levelling-up Funding, and needed to be aware of state aid funding where there is cross-over between funding.

The Committee agreed to:

- **Approve the draft Final Deal Agreement (FDA);**
- **Authorise the Chief Executives, in consultation with both Leaders, to make minor amendments to the draft Final Deal Agreement that may be required to secure the agreement;**
- **Authorise the Leaders to sign the final document with both Governments on behalf of both Councils and the Board;**
- **Bring the signed final document back to the first available GMW Board meeting after signing.**

The public and press were then invited to enter the meeting.

7. ANY OTHER BUSINESS

- a) Members highlighted concerns regarding the effect of phosphates, TAN15 and flood maps on developments in some areas and implications on economic development and potential delays to projects. Councillor Iain McIntosh noted that he had met with two organisations that can produce phosphates stripping facilities at a significantly lower cost than that suggested by Dŵr Cymru, noting that he would circulate this information.

The Committee agreed to invite experts from both authorities to the next meeting with an aim to lobby together. It was also agreed that Iain

- b) To ask that the GMW Partnership Board considers giving approval at its meeting on Monday for the inclusion its logo on the Regional Economic Framework document.

Both authorities were congratulated on their successful Levelling-up Funding applications, and congratulations were extended to all the staff who had been working on these bids.

8. DATE OF NEXT MEETING

The next meeting will be held at 11.00am on 10 December 2021 via video-conference

**County Councillor Rosemarie Harris
Chair**



ADRODDIAD I FWRDD TYFU CANOLBARTH CYMRU

15^{fed} o Ragfyr 2021

TEITL:	Adroddiad Cynnydd Bargaen Twf Canolbarth Cymru
AWDUR:	Cathy Martin, Rheolwr Gweithrediadau – Bargaen Twf Canolbarth Cymru

1. Pwrpas yr Adroddiad

1.1. Pwrpas yr adroddiad hwn yw nodi'r cynnydd a'r camau nesaf sy'n ymwneud ag ef:

- Diweddariad ar y cerrig milltir sy'n weddill ar ddatblygiad strategol y Fargaen Twf (hyd at CBT)
- Diweddariad a'r camau nesaf wrth i'r Fargaen Twf symud i'r cam nesaf o gynllunio ar gyfer cyflawni (CBT a tu hwnt)

2. Penderfyniad(au) a Geisir

2.1. Dim – adroddiad er gwybodaeth

3. Cefndir

3.1. Bydd yr aelodau'n ymwybodol o adrodd yn rheolaidd i Fwrdd GMW, y bu sawl cam ar y daith i sicrhau Bargaen Twf Canolbarth Cymru gyda'r ddwy Lywodraeth. Mae'r tabl canlynol yn rhoi diweddariad o'r hyn sydd wedi'i gwblhau hyd yma, yr hyn sy'n parhau ar hyn o bryd, a'r hyn sy'n weddill:

Carreg filltir	Pwrpas	Lle ystyriwyd	Statws
Gweithdai ymgynghori a brechwastau busnes	Amrywiaeth o frechwastau busnes a thrafodaethau rhanbarthol ar y cynigion cynnar ar gyfer y Fargaen Twf fel rhan o waith AECOM, gweithdai dilynol yn 2019.	Ar draws rhanbarth	2018-2019
Cytundeb Rhyng-Awdurdod 1	Sefydlu trefniadau llywodraethu cynnar	Cabinedau ALI	Cyflawnwyd (Mawrth 2019)

Gweledigaeth ar gyfer Tyfu Canolbarth Cymru	Dogfen strategaeth – man cychwyn i negyddu cyddestun a rhaglen ar gyfer datblygiad y Fargen Dwf.	Bwrdd TCC (penderfyniad), ESG (cyngor strategol)	Cyflawnwyd (Ebrill 2020)
Adolygiad Dilysiad Prosiect (PVR)	Sicrwydd cyntaf ar y Fargen – sefydlu parodrwydd y Portffolio i lwyddo.	Uwch Berchnogion Cyfrifol (SROs)	Cyflawnwyd (Hydref 2020)
Pennau Termau	Cytundeb Gwleidyddol – amlinellu sgôp eang a maint ariannu y fargen, trefniadau sicrwydd a llywodraethu, a'r cydgytundebau yr holl bartion i ddod a'r fargen yn ei flaen.	Bwrdd TCC (penderfyniad), ESG (cyngor strategol)	Cyflawnwyd (Rhagfyr 2020)
Cytundeb Rhyng-Awdurdod 2	Wedi ei ddiwygio i gynnwys y cyfnod hyd at Cytundeb Barga Terfynol FDA), ac i gynnwys y Bartneriaeth Sgiliau Rhanbarthol.	Bwrdd TCC (llywio), Cabinets ALI (penderfyniad)	Cyflawnwyd (Gorffennaf 2021)
Achos Busnes Portffolio Strategol (v0.3)	Gosod seiliau ar gyfer y Portffolio, rhest hir a mandad ar gyfer datblygu pellach.	Bwrdd TCC (penderfyniad), ESG (cyngor strategol)	Cyflawnwyd (Mawrth 2021)
Adnoddau (Swyddfa Rheoli Portffolio - PoMO)	Model adnoddau wedi ei ddatblygu i'r PoMO – drwy law arian ESF P5 (arian Ewrop).	Bwrdd TCC (llywio), Cabinets ALI (penderfyniad a cytundeb ffurfiol ar ESF P5)	Sefydlwyd Gorffennaf-Awst 2021
Achos Busnes Portffolio (v1)	Drafft ar gyfer cyflwyno i'r Llywodraeth i gefnogi FDA – bydd fersiynau pellach yn cael eu datblygu/cysidro gan y Bwrdd cyn penderfyniadau allweddol – fel nodir isod.	ESG (cyngor strategol ar achos strategol + economaidd ac opsiynau'r rhestr hir yn unig v0.3) Bwrdd TCC (penderfyniad i gyflwyno drafft at adolygiad)	Cyflwynwyd i'r ddwy Lywodraeth Hydref 2021

Adolygiad Swyddog Cyfrifo (AOR)	Sicrwydd: adolygiad arweinir gan y Llywodraeth o'r Achos Busnes Portffolio a dogfennaeth cefnogol. Adolygiad ffurfiol wneith ddarparu'r rhanbarth/Llywodraeth gyda adolygiad sicrwydd – gydag argymhellion	Comisiynwyd ac ystyriwyd gan y Bwrdd Gweithredu Bargeinion Twf a Dinesig Cymreig (ar sail y wybodaeth gyflwynwyd gan Fwrdd TCC)	Wedi cwblhau: Adroddiad wedi ei dderbyn 5 ^{ed} Tachwedd 21
<i>Ar y gweill nawr (Rhagfyr 2021)....</i>			
Cytundeb Rhyng-Awdurdod 3	I osod allan trefniadau ar gyfer gweithredu'r Fargen & i gynnwys cylch gorchwyl ar gyfer y grŵp sector breifat newydd.	Bwrdd TCC (llywio), Cabinedau Awdurdodau Lleol (penderfyniad/cytuno)	Ystyrir yng nghyfarfod y Bwrdd heddiw. Cabinedau Powys a Ceredigion i gytuno iddo wedyn ac arwyddo.
Grŵp Cynghori Economaidd	Sefydlu grŵp cynghori sector breifat newydd (yn unol a phenderfyniad Bwrdd TCC ar y cylch gorchwyl o fewn IAA3).	Bwrdd TCC (penderfyniad)	Ar y gweill: Tachwedd – Rhagfyr 2021

<p>Cytundeb Bargen Terfynol (FDA)</p>	<p>Cytundeb annibynnol, rhwymol gyfreithiol, ("Cytundeb Telerau Cyffredin") i'w wneud rhwng partion y fargen a fydd yn cynnwys nifer o ddarpariaethau generig y bwriedir iddynt fod yn berthnasol ac y dylid eu dilyn gan bob partner delio mewn perthynas â'r fframwaith bargaen gyffredinol. Er enghraifft, cyfrinachedd, datrys anghydfodau ac ati (h.y. bydd y cytundeb hwn yn gytundeb trosfwaol ac ni fydd yn benodol i unrhyw brosiect neu raglen benodol).</p>	<p>Bwrdd TCC (penderfyniad – o fewn sgôp IAA2)</p>	<p>Wedi ei gytuno gan Bwrdd TCC 11^{fed} Tachwedd – targed i gwblhau Rhagfyr 2021, yn ddibynnol ar brosesau UKG/WG.</p>
<p><i>Cerrig milltir yn weddill (Ionawr-Ebrill 2022)....</i></p>			
<p>Achos Busnes Portffolio (v2)</p>	<p>Drafft wedi ei adolygu, yn cymryd i ystyriaeth:</p> <ul style="list-style-type: none"> • Adroddiad ac argymhellion yr AOR • Manylion rhaglen a phrosiect pellach 	<p>Bwrdd TCC (penderfyniad)</p>	<p>Targed: Mawrth 2022</p>
<p>PAR / Gateway 0</p>	<p>Sicrwydd: bydd adolygiad sicrwydd cyfun dan arweiniad y llywodraeth o'r Achos Busnes Portffolio a dogfennaeth ategol - yn darparu Adolygiad Sicrwydd Prosiect cyfun (PAR) ac adolygiad ffurfiol "Gateway 0" o'r cyn-gyflenwi Portffolio, a phlymio dwfn wedi'i deilwra i mewn i unrhyw materion / pryderon sy'n weddill ar ôl yr AOR. Bydd yn darparu adolygiad sicrwydd terfynol, cyn i unrhyw gyllid gael ei gytuno i'r rhanbarth.</p>	<p>Comisiynwyd ac ystyriwyd gan y Bwrdd Gweithredu Bargeinion Twf a Dinesig Cymreig (ar sail y wybodaeth gyflwynwyd gan Fwrdd TCC)</p>	<p>Targed: Mawrth 2022</p>

<p>Llythyr Cynnig Grant (Yn flynyddol)</p>	<p>Gweinidogion LIC ac UKG sy'n gwneud penderfyniad ynghylch rhyddhau cyllid blynyddol i'r Bargeinion. Llywir y cwts hyn gan argymhellion a wnaed gan WCGIB.¹.</p> <p>Er gwaethaf y bydd monitro / gwerthuso cynnydd pob C&GD yn weithgaredd parhaus, mae angen adolygiad blynyddol o gynnydd cyn rhyddhau cyllid blynyddol. Bydd hyn ar ffurf asesiad o ystod o ddogfennaeth a chyflwyniad i WCGIB gan bob Partner Cyflenwi Rhanbarthol Bargeinion Twf a Dinesig.</p>	<p>Bwrdd TCC (cytuno'r adroddiad blynyddol – wedyn bydd yr ariannu yn cael ei gytuno/adolygu gan y WCGIB)</p>	<p>Targed: Ebrill 2022 (er y bydd yn dibynnu'n llwyr ar ganlyniad y PAR/Gate 0, a gallu'r rhanbarth i ddatblygu a chytuno ar fanylion rhaglen / prosiect).</p>
--	---	---	--

4. Cynnydd ar y Fargen Dwf

Adolygiad Swyddog Cyfrifo (AOR)

- 4.1. Mae Adolygiad Swyddog Cyfrifyddu (AOR) yr Achos Busnes Portffolio (PBC) a dogfennau ategol bellach wedi'i gwblhau a derbyniwyd adroddiad terfynol gan y SROs. Yn gyffredinol, roedd yr adroddiad yn gadarnhaol iawn gyda dim ond 10 argymhelliad a fwriadwyd i gryfhau'r PBC, cynorthwyo i liniaru risgiau a gwella'r gobai o gyflawni'n llwyddiannus.
- 4.2. Mae'r adroddiad yn cydnabod bod y PBC mewn cyfnod datblygu cynnar ac i bob pwrpas yn darparu cyfeiriad teithio, a bod y rhaglenni a'r prosiectau cyfansoddol a nodwyd ar ddechrau'r broses datblygu achos busnes. O'r herwydd, cydnabuwyd bod y wybodaeth ar lefel prosiect a gynhwysir yn y PBC, yn enwedig ar gostau cyfalaf a thybiaethau cyllido, yn ddangosol iawn.
- 4.3. Mae Cynllun Gweithredu wedi'i ddatblygu a'i gytuno gyda SROs ar gyfer gweithredu'r argymhellion. Dosbarthwyd hwn i Lywodraethau'r DU a Chymru ac rydym yn aros am adborth ynghylch pa ddiwygiadau y mae angen eu hymgorffori cyn-FDA, a beth y gellir ei wneud wedi hynny.
- 4.4. Gan ystyried arsylwadau gan yr AOR, mae'r PBC yn cael ei ddiweddarau ar hyn o bryd lle bo angen fel rhan o broses yr FDA. Bydd adolygiad mwy sylweddol yn cael ei gynnal dros y flwyddyn nesaf wrth i'r prosiectau ddatblygu ac wrth i wybodaeth bellach fod ar gael i lywio'r broses.

¹ Welsh City and Growth Deals Implementation Board (Joint UK and Welsh Government Board)

Cytundeb Bargen Derfynol (FDA)

- 4.5. Yn dilyn cymeradwyaeth Bwrdd GMW ar 11eg Tachwedd 21 mae Llywodraethau'r DU a Chymru ar hyn o bryd yn adolygu dogfen yr FDA a byddant gyda'i gilydd yn anfon diwygiadau y gofynnwyd amdanynt cyn cyfarfod Bwrdd Gweithredu Dinasoedd a Bargeinion Twf Cymru (WCGIB) ar 14eg Rhagfyr.
- 4.6. Yn amodol ar gymeradwyaeth WCGIB, cynhelir digwyddiad llofnodi rhithwir gydag Arweinwyr a Gweinidogion perthnasol. Trafodwyd dyddiadau dros dro ond mae hyn yn dibynnu ar argaeledd Gweinidogion.

Grŵp Cynghori Economaidd (EAG)

- 4.7. Cyhoeddwyd galwad i bartïon â diddordeb ddod ymlaen i ymuno â'r grŵp hwn ganol mis Tachwedd ac mae ceisiadau'n cael eu hystyried gyda'r bwriad o gadarnhau penodiadau yn y Flwyddyn Newydd.

Recriwtio (Swyddfa Rheoli Portffolio)

- 4.8. Mae recriwtio ar y gweill i benodi Rheolwr Rhaglen ar gyfer y thema Ynni, gyda recriwtio ar gyfer Swyddog Cyfathrebu ac Ymgysylltu yn dilyn yn y Flwyddyn Newydd.

5. Camau Nesaf

Cynllunio ar gyfer cyflwyno'r Fargen

- 5.1. Mae gwaith sylweddol o'n blaenau, ac mae'r PoMO yn mapio'r camau a'r camau gweithredu allweddol i drosglwyddo o FDA i gyflawni Deal. Bydd y PoMO yn gweithio i sicrhau bod Aelodau ar gyfer cyfarfod nesaf y Bwrdd:
- yn glir ynghylch cynnydd yn erbyn argymhellion AOR a phrif agweddau'r Achos Busnes Portffolio y bydd angen eu diweddarau ar gyfer yr iteriad nesaf (erbyn mis Chwefror / Mawrth 2022).
 - yn cael eu briffio, ac yn glir ynghylch y broses sicrwydd a chymeradwyo ar gyfer yr Achos Busnes Portffolio a sut y dyfernir y llythyrau cynnig grant (amcangyfrif o amseriad Mawrth / Ebrill 2022).
 - Yn glir ar gynllun gwaith ymlaen llaw Bwrdd GMW a'r llwybr a'r amserlenni disgwylidig ar gyfer Achosion Busnes y Rhaglen i ddod ymlaen, ac yna Achosion Busnes Prosiect (rhagwelir ar ôl Ebrill 2022).

Datblygiad Rhaglen

- 5.2. Datblygu Rhaglenni Digidol: mae cynllun gweithredu yn cael ei ddatblygu ar gyfer y Rhaglen Ddigidol, a fydd yn nodi'r camau ar gyfer sefydlu bwrdd rhaglen a dwyn achos busnes y rhaglen ymlaen i Fwrdd GMW yn y Flwyddyn Newydd.
- 5.3. Gwnaed gwaith yn ddiweddar gan y grŵp llywio i sefydlu a phrofi methodoleg asesu a blaenoriaethu ar gyfer tua 80 o brosiectau ar y rhestr hir.
- 5.4. Rhaglen Safleoedd ac Adeiladau: Trwy'r gwaith cychwynnol, nodwyd deuddeg safle strategol posibl ar gyfer Canolbarth Cymru. Mae cynllun yn cael ei roi ar

waith i adolygu'r safleoedd allweddol hyn - cyflawnadwyedd, cyfyngiadau a thrafodaethau manylach gyda pherchnogion tir i bennu blaenoriaethau cychwynnol o ran ymyrraeth GD.

Datblygiad Prosiect

- 5.5. Mae mwyafrif y prosiectau wedi cyflwyno ffurflen diweddarau cynnydd ac mae'r rhain wrthi'n cael eu hadolygu. Y cam nesaf yw i brosiectau gyflwyno SOCs diwygiedig i'w hadolygu'n ffurfiol.
- 5.6. Mae'r broses gymeradwyo a sicrhau yn cael ei mapio ar hyn o bryd, a bydd yn cael ei thrafod gan Grŵp Rheoli GMW i ddechrau, cyn i'r Bwrdd GMW gymeradwyo'r dull gweithredu.

6. Goblygiadau Cyfreithiol

- 6.1. Nid oes goblygiadau cyfreithiol yn codi o'r adroddiad yma.

7. Goblygiadau Adnoddau Dynol

- 7.1. Nid oes goblygiadau adnoddau dynol yn codi o'r adroddiad yma.

8. Goblygiadau Ariannol

- 8.1. Nid oes goblygiadau ariannol yn codi o'r adroddiad yma.

This page is intentionally left blank



REPORT TO THE GROWING MID WALES BOARD
15th December 2021

TITLE:	Mid Wales Growth Deal Progress Report
AUTHOR:	Cathy Martin, Operations Manager – Mid Wales Growth Deal

1. Purpose of the Report

1.1. The purpose of this report is to set out the progress and next steps relating to :

- Update on the milestones remaining on the strategic development of the Growth Deal (up to FDA)
- Update and next steps as the Growth Deal moves into the next phase of planning for delivery (FDA and beyond)

2. Decision(s) Sought

2.1. None – report for information

3. Background

3.1. Members will be aware from regular reporting to GMW Board, that there have been multiple steps on the journey to secure the Mid Wales Growth Deal with both Governments. The following table provides an update of what has been completed to date, what is currently ongoing, and what remains:

Milestone	Purpose	Where considered	Status
Engagement workshops and business breakfasts	A range of business breakfasts and regional discussions on the early proposals for the Growth Deal as part of the AECOM work, subsequent workshops in 2019.	Across region	2018-2019
Inter-Authority Agreement 1	Established the early governance arrangements to develop the Growth Deal.	LA Cabinets	Completed (March 2019)

Vision for Growing Mid Wales	Strategy document – starting point to negotiate context and roadmap for formal development of the Growth Deal.	GMW Board (decision), ESG (strategic advice)	Completed (April 2020)
Project Validation Review (PVR)	First formal assurance of the Growth Deal – establishes whether the Portfolio is being set up to succeed.	Senior Responsible Owners (SROs)	Completed (October 2020)
Heads of Terms	Political agreement – outlining the broad scope and funding envelope of the deal, governance and assurance arrangements, and the joint commitments agreed to by all parties to bring forward the Deal.	GMW Board (decision), ESG (strategic advice)	Completed (December 2020)
Inter-Authority Agreement 2	Amended scope to cover governance arrangements up to Final Deal Agreement (FDA), and revisions to include the Regional Skills Partnership.	GMW Board (steer), LA Cabinets (decision)	Completed (July 2021)
Strategic Portfolio Business Case (v0.3)	Set out the foundation for the Portfolio, long list and formal mandate for further development.	GMW Board (decision), ESG (strategic advice)	Completed (March 2021)
Resourcing (Portfolio Management Office - PoMO)	Developed resourcing model for the PoMO – through ESF P5 (EU funding).	GMW Board (steer), LA Cabinets (decision and formal agreement on ESF P5)	Established July-August 2021
Portfolio Business Case (v1)	Draft for submission to Govt. to underpin FDA – further iterations will be developed/considered by Board prior to key decisions, as set out below.	ESG (strategic advice on strategic + economic case long list options only at v0.3) GMW Board (decision to submit draft for review)	Submitted to Govts October 2021
Accounting Officer	Assurance: government-led review of the Portfolio	Commissioned and considered by	Completed: Report

Review (AOR)	Business Case and supporting documentation. Formal review that will provide region/Government with an assurance report – with recommendations	Welsh City & Growth Deals Implementation Board (on basis of information submitted by GMW Board)	received 5 th November 21
<i>Underway now (December 2021)....</i>			
Inter-Authority Agreement 3	To set out arrangements for the delivery of the Deal & include ToR for new private sector advisory group.	GMW Board (steer), Local Authority Cabinets (decision/approval)	Considered at today's meeting of GMW Board Powys & Ceredigion Cabinets to agree IAA3 and subsequently sign.
Economic Advisory Group	Establishment of a new private sector advisory group (subject to GMW Board approval of Terms of Reference within above IAA3)	GMW Board (decision)	Underway: November – December 2021
Final Deal Agreement (FDA)	A standalone, legally binding, agreement ("Common Terms Agreement") to be entered into between the deal parties which will contain numerous generic provisions intended to apply and be observed by all deal partners in relation to the overall deal framework. For example, confidentiality, dispute resolution and so forth (i.e. this agreement will be an overarching agreement and will not be specific to any particular project or programme).	GMW Board (decision – within scope of provisions set out in IAA2)	Drafted & approved by GMW Board 11 th November – target to complete in December 2021, subject to UKG/WG processes.
<i>Remaining milestones (January-April 2022)....</i>			
Portfolio Business Case (v2)	Revised draft, taking account of:	GMW Board (decision)	Target: March 2022

	<ul style="list-style-type: none"> • AOR report and recommendations • Further developed programme and project detail 		
PAR / Gateway 0	Assurance: combined government-led assurance review of the Portfolio Business Case and supporting documentation – will provide a combined Project Assurance Review (PAR) and a formal “Gateway 0” ¹ review of the Portfolio pre-delivery, and a tailored deep-dive into any remaining issues/concerns after the AOR. It will provide a final assurance review, before any funding is agreed to the region.	Commissioned and considered by Welsh City & Growth Deals Implementation Board (on basis of information submitted by GMW Board)	Target: March 2022
Grant Offer Letter (Annual)	<p>Decisions as to the release of annual funding to the Deals are taken by Ministers of the WG and UKG. These decisions are informed by recommendations made by the WCGIB².</p> <p>Notwithstanding that the monitoring / evaluation of the progress of each C&GD will be an ongoing activity, an annual review of progress is required prior to the release of annual funding. This will take the form of an assessment of a range of documentation and presentation to WCGIB by each C&GD Regional Delivery Partner.</p>	GMW Board (agrees annual report – upon which funding is then reviewed/agreed by the WCGIB)	Target: April 2022 (although will depend completely on outcome of the PAR/Gate 0, and ability of region to develop and agree programme /project detail).

¹ Further information on the UK Government’s Infrastructure Projects Authority (IPA)’s assurance review process and options are available here: [Infrastructure and Projects Authority: assurance review toolkit - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/infrastructure-projects-authority-assurance-review-toolkit)

² Welsh City and Growth Deals Implementation Board (Joint UK and Welsh Government Board)

4. Growth Deal Progress

Accounting Officer Review (AOR)

- 4.1. The Accounting Officer Review (AOR) of the Portfolio Business Case (PBC) and supporting documents has now been completed and a final report received by the SROs. Overall the report was very positive with only 10 recommendations intended to strengthen the PBC, assist with the mitigation of risks and improve the prospect of successful delivery.
- 4.2. The report recognises that the PBC is at an early stage of development and effectively provides a direction of travel, and that the identified constituent programmes and projects are at the outset of the business case development process. As such, the project-level information contained in the PBC, in particular on capital costs and funding assumptions, was recognised as highly indicative.
- 4.3. An Action Plan has been developed and agreed with SROs for the implementation of the recommendations. This has been circulated to UK and Welsh Governments and we are awaiting for feedback regarding which revisions need to be incorporated pre-FDA, and what can be done afterwards.
- 4.4. Taking on board observations from the AOR, the PBC is currently being updated where required as part of the FDA process. A more substantive review will take place over the next year as the projects develop and further information is available to inform the process.

Final Deal Agreement (FDA)

- 4.5. Following approval by the GMW Board on 11th November 21 both UK and Welsh Governments are currently reviewing the FDA document and will be collectively sending requested amendments prior to the meeting of the Welsh Cities and Growth Deals Implementation Board (WCGIB) on 14th December.
- 4.6. Subject to WCGIB approval, a virtual signing event will be held with both Leaders and relevant Ministers. Provisional dates have been discussed however this is dependent upon the availability of Ministers.

Economic Advisory Group (EAG)

- 4.7. A call for interested parties to come forward to join this group was issued mid-November and applications are being considered with a view to confirming appointments in the New Year.

Recruitment (Portfolio Management Office)

- 4.8. Recruitment is underway to appoint a Programme Manager for the Energy theme, with recruitment for a Communications & Engagement Officer following in the New Year.

5. Next Steps

Planning for delivery of the Deal

5.1. Significant work lies ahead, and the PoMO are mapping out the key steps and actions to transition from FDA to Deal delivery. The PoMO will be working to ensure that for the next Board meeting, Members:

- are clear on progress against the AOR recommendations and the main aspects of the Portfolio Business Case that will require updating for the next iteration (by February/March 2022).
- are briefed, and are clear on the assurance and approval process for the Portfolio Business Case and how the grant offer letters are awarded (estimated timing of March/April 2022).
- Are clear on the forward work plan of the GMW Board and anticipated pathway and timescales for the Programme Business Cases to come forward, followed by Project Business Cases (anticipated from after April 2022).

Programme Development

5.2. Digital Programme Development: an implementation plan is being developed for the Digital Programme, which will set out the steps for establishing a programme board and bringing forward the programme business case to the GMW Board in the New Year.

5.3. Work has been undertaken recently by the steering group to establish and test out an assessment and prioritisation methodology for the 80 or so projects on the long-list.

5.4. Sites and Premises Programme: Through the initial work twelve potential strategic sites for Mid Wales have been identified. A plan is being put in place to review these key sites - deliverability, restraints and more detailed discussions with land owners to determine initial priorities in terms of the GD intervention.

Project Development

5.5. The majority of projects have submitted a progress update form and these are in the process of being reviewed. The next stage is for projects to submit revised SOCs for formal review.

5.6. The approval and assurance process is currently being mapped out, and will be discussed by GMW Management Group initially, before approval of the approach by GMW Board.

6. Legal Implications

6.1. There are no legal implications arising from this report.

7. Human Resources Implications

7.1. There are no HR implications arising from this report.

8. Financial Implications

8.1. There are no financial implications arising from this report.

This page is intentionally left blank



ADRODDIAD I FWRDD TYFU CANOLBARTH CYMRU

15^{fed} o Ragfyr 2021

TEITL:	Sicrhau llywodraethu priodol a chadarn ar gyfer cyflawni Bargen Twf Canolbarth Cymru: Cytundeb Rhyng-awdurdod 3
AWDUR:	Clive Pinney, Pennaeth Gwasanaethau Cyfreithiol a Democrataidd (Cyngor Powys) - Swyddog Monitro Arweiniol ar gyfer yr BTCC.

1. Pwrpas yr adroddiad

- 1.1. Mae Bargen Twf Canolbarth Cymru (BTCC) yn cychwyn ar gamau datblygu terfynol gyda'r disgwyliad o arwyddo Cytundeb y Fargen Derfynol (CBT) ym mis Rhagfyr 2021.
- 1.2. Mae hyn yn arwydd o gam olaf datblygiad strategol y BTCC, a bydd yn dod â gwaith i ben i sicrhau y derbynir llythyrau cynnig grant - a fydd yn arwydd o ddechrau'r broses o ddelifro'r BTCC.
- 1.3. Er mwyn sicrhau bod llywodraethu da a chadarn yn parhau ar gyfer cam cyflawni'r BTCC, mae angen adolygu ac esblygu ein trefniadau presennol rhwng Cyngorau Powys a Ceredigion ymhellach.
- 1.4. Mae hyn ar ffurf Cytundeb Rhyng-Awdurdod (IAA), yr ydym bellach ar ei drydydd iteriad. Mae'n nodi egwyddor llywodraethu a rheolaeth y BTCC.

2. Penderfyniad(au) a Geisir

- 2.1. I nodi'r sgôp a'r prif faterion mewn perthynas a'r drydedd Cytundeb Rhyng-Awdurdod (IAA3), a fydd mewn bodolaeth ar gyfer cyfnod gweithredu'r BTCC.
- 2.2. I argymhell i Cabinetau'r ddwy Awdurdod fod IAA3 yn cael ei gytuno, fel osodir yn Atodiad 1 o'r adroddiad hwn.

3. Cefndir

- 3.1. Mae Cyngorau Sir Powys a Ceredigion eisoes wedi cymryd rhan mewn trefniant ffurfiol i fynd ar drywydd yr BTCC fel rhan o waith Tyfu Canolbarth Cymru - trwy'r Cytundeb Rhyng-awdurdod cychwynol ("IAA") dyddiedig 11 Rhagfyr 2019.
- 3.2. Sicrhodd yr IAA cyntaf hwn y trefniadau llywodraethu priodol i sicrhau bod y partneriaid yn cyflawni Penaethiaid Telerau ym mis Rhagfyr 2020 ar gyfer yr BTCC.
- 3.3. Ym mis Gorffennaf 2021, datblygwyd iteriad pellach o'r IAA (IAA2), i sicrhau llywodraethu parhaus ar gyfer y cyfnod datblygu hyd at Gytundeb y Fargen

Derfynol, a hefyd i gynnwys y Cylch Gorchwyl newydd ar gyfer y Bartneriaeth Sgiliau Rhanbarthol.

- 3.4. Mae'r partïon sy'n ymwneud â'r Cytundeb Rhyng-awdurdod yn aros yn ddigyfnewid fel Cyngorau Sir Powys a Ceredigion.

4. Cychwyn a hyd y cytundeb

- 4.1. Bwriedir i IAA3 gychwyn unwaith y bydd y Cytundeb Bargen Derfynol (CBT) wedi'i lofnodi rhwng y ddau Gyngor - a bydd yn parhau mewn grym ac effaith am gyfnod y Fargen Twf.
- 4.2. Bydd yn parhau i fod mewn grym ac effaith lawn oni bai bod y Partïon yn cytuno i derfynu'r cytundeb neu os daw'r cytundeb i ben trwy ddiffyg plaid, ac os felly gall y Parti Di-ddiffygiol ddod â'r cytundeb i ben (Cymal 2.1 a 2.2) . Nodir y canlyniadau ar gyfer terfynu am ddiffyg yng nghymal 14.2 ond yn y bôn, bydd y Cyngor Diffyg yn indemnio'r Cyngor arall yn erbyn unrhyw gostau a threuliau a dynnir yn uniongyrchol gan y Cyngor hwnnw o ganlyniad i derfyniad o'r fath.

5. Fframwaith ac Egwyddorion Llywodraethu

Bwrdd Tyfu Canolbarth Cymru

- 5.1. Sefydlodd IAA1 Fwrdd Tyfu Canolbarth Cymru (GMWB) fel cyd-bwyllgor gweithredol a pharhaodd y trefniant hwnnw i IAA2, ac yn awr i mewn i IAA3. Yn yr un modd ag iteriadau blaenorol IAA, mae aelodaeth y pwyllgor pleidleisio yn cynnwys 10 cynrychiolydd aelod etholedig gan y Cyngorau (5 yr un). Y newid allweddol yn IAA3, yw nad oes gan Gadeirydd y Grŵp Strategaeth Economaidd (Grŵp Cyngori'r Sector Preifat) hawliau pleidleisio ar y GMWB mwyach. Mae holl baneli cyngori GMWB yn cael eu hail-sefydlu mewn swyddogaeth ymgynghorol, i ddarparu cyngor i'r GMWB.
- 5.2. Yn flynyddol, bydd yn ofynnol i'r GMWB ddiweddarau'r Achos Busnes Portffolio am y pum mlynedd nesaf, ond bydd yn rhaid i Gabinetau'r ddau Awdurdod gymeradwyo unrhyw newid sylweddol i'r Achos Busnes Portffolio cyffredinol (cymal 7.2).
- 5.3. Cyn dechrau pob blwyddyn Gyfrifyddu, mae'n ofynnol i'r GMWB gymeradwyo Cynllun Busnes Blynyddol sy'n nodi'r gwariant blynyddol ar gyfer prosiectau cymeradwy (cymal 7.3).

Grŵp Cyngori Economaidd

- 5.4. Yn dilyn adolygiad y Grŵp Strategaeth Economaidd blaenorol a gyfansoddwyd fel rhan o IAA1 ac IAA2 - mae'r grŵp sector preifat wedi'i ail-ddylunio gyda chylch gorchwyl newydd (fel y trafodwyd yn GMWB 11/11/21¹), i ddarparu GMWB gyda cyngor strategol cyson sy'n ymwneud â darparu'r BTCC.

¹ [Agenda for Bwrdd Tyfu Canolbarth Cymru / Growing Mid Wales Board on Thursday, 11th November, 2021, 5.00 pm Cyngor Sir Powys County Council \(modern.gov.co.uk\)](#)

Cyd-bwyllgor Trosolwg a Craffu

5.5. Mae'r Cylch Gorchwyl yn aros yn ddigynfnewid i raddau helaeth oddi wrth IAA2 pan gafodd ei sefydlu.

Partneriaeth Sgiliau Rhanbarthol

5.6. Mae'r Cylch Gorchwyl yn aros yn ddigynfnewid i raddau helaeth oddi wrth IAA2 pan gafodd ei sefydlu.

Grŵp Rheoli Tyfu Canolbarth Cymru

5.7. Sefydlwyd hwn o dan IAA1 i gydlynu cyngor a rheolaeth swyddogion proffesiynol i'r GMWB. Esblygwyd y cylch gorchwyl i fod yn unol â disgwyliadau a gofynion i gefnogi cyflwyno'r Fargen - sy'n sicrhau goruchwyliaeth o ran defnyddio adnoddau, rheoli perfformiad y Portffolio a'r tîm, ac yn gweithredu fel tŷ clirio ar gyfer adroddiadau GMWB. Mae ei aelodaeth yn cynnwys uwch swyddogion o'r ddwy Gyngor, gydag arsylwyr o'r ddwy Lywodraeth.

Swyddfa Rheoli Portffolio (PoMO)

5.8. Mae'r PoMO wedi'i sefydlu trwy gytundeb cyllid grant ar wahân a CLG rhwng y ddau Gyngor a Phrifysgol Aberystwyth - fodd bynnag mae rôl a swyddogaeth y PoMO yng nghyd-destun yr BTCC bellach wedi'u diffinio yn IAA3. Maent yn darparu cefnogaeth a chynngor proffesiynol i'r GMWB ar gyflawni Portffolio BTCC.

Rhwymedigaethau'r Cyngor - Swyddogaethau Gweinyddol

5.9. Mae IAA1 ac IAA2 yn nodi'r awdurdodau arweiniol priodol ar gyfer y "swyddogaethau gweinyddol" (AD, Cyllid, Cyfreithiol ac ati).

5.10. Mae IAA3 wedi nodi bod y Cynghorau yn cydnabod ac yn cytuno i rannu'r swyddogaethau gweinyddol i gefnogi Bargaen Twf Canolbarth Cymru yn unol â'r tabl isod:

Administrative function	Responsibility
Human Resources	Ceredigion
Clerk to the GMWB	Both Councils shall appoint an individual to act as Clerk who will be responsible for supporting the administrative requirements of the GMWB on an alternate basis in accordance with Clause Error! Reference source not found. (GMWB)
Legal Services	Powys
Monitoring Officer	Powys
Treasurer and Section 151 Officer	Ceredigion as Accountable Body
Communications	Ceredigion, supported by the PoMO
Procurement	Powys
Translation	The Council holding the GMWB Meeting

IT	Ceredigion
Internal Audit	Powys
Democratic Services	Powys
Secretariat services to the EAG	Powys, supported by the PoMO

Corff Atebol

5.11. Mae IAA3 hefyd yn diffinio ac yn sefydlu rôl y Corff Atebol ar gyfer cyflwyno'r BTCC. Mae Ceredigion wedi'i sefydlu fel yr awdurdod arweiniol ar gyfer cyllid ar gyfer yr BTCC yn IAA1 ac IAA2, ac mae hyn yn parhau i IAA3 gyda Ceredigion yn gweithredu fel y Corff Atebol sy'n gyfrifol am gyflawni rhwymedigaethau'r Cynghorau mewn perthynas â'r BTCC yn unol ag IAA3. Mae'n golygu derbyn a derbyn unrhyw Gyfraniad HMT gan LIC ar gyfer ac ar ran y Cynghorau a bydd yn dal ac yn rheoli Cyfraniad HMT o'r fath yn unol â thelerau'r Cytundeb. Bydd y Corff Atebol yn derbyn unrhyw arian ychwanegol gan unrhyw ffynhonnell arall ar gyfer ac ar ran y Cynghorau a bydd yn dal ac yn rheoli cronfeydd o'r fath yn unol â thelerau'r Cytundeb.

6. Codau Ymddygiad a Rheoli Gwrthdaro Buddiannau

6.1. Mae'r egwyddorion a sefydlwyd mewn cytundebau blaenorol (IAA1 ac IAA2) yn aros yr un fath ar gyfer IAA3 - ac yn nodi'r darpariaethau ar gyfer Cod Ymddygiad Aelodau mewn perthynas â datgan a rheoli buddiannau personol.

6.2. Daeth yr adolygiad i'r Grŵp Strategaeth Economaidd i'r casgliad yr ystyriwyd bod y darpariaethau a'r mecanweithiau i reoli buddiannau posibl aelodau'r sector preifat yn ddigonol - fodd bynnag, mae'r cylch gorchwyl newydd wedi'i gryfhau yn IAA3 i sicrhau ffocws a rôl gliriach o fewn llywodraethu ehangach BTCC. Fel y nodwyd yn 5.1, nid yw hawliau pleidleisio Cadeirydd yr ESG bellach yn bresennol yn IAA3..

7. Dirprwyaeth

7.1. Nodir y Cynllun dirprwyo yn Atodlen 1 yr IAA3 fel a ganlyn;

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
KEY THEMES			
1. Approval of IAA3			Yes
2. Approval and adoption of any Business Plans			Yes

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
3. Approval and adoption of any updated Business Plans save to the extent any such update amounts to a material change to the prevailing Business Plan (in which case the decision to approve and adopt such updated Business Plan shall be a Matter Reserved to the Councils)		Yes	
FUNDING AND EXPENDITURE			
4. Approval of any increase to the Councils' Contribution			Yes
5. Approval of any disproportionate Internal Costs pursuant to Clause 11 (<i>Commitment of the Councils and Contributions</i>)		Yes	
6. Approval of expenditure within the approved Annual Budget of the Accountable Body held on behalf of the Councils set out in Clause 11.2 (<i>Annual Budget</i>)	Yes		
7. Approval of the Annual Budget pursuant to Clause 11.2 (<i>Annual Budget</i>)			Yes
8. Approval of additional expenditure over and above the approved Annual Budget of the Accountable Body held on behalf of the Councils set out in Clause 11.2 (<i>Annual Budget</i>)			Yes
9. To approve from time to time the distribution of the Annual Budget as between the different programmes and projects agreed as part of any BTCC or the Regional Growth Strategy		Yes	
10. Entering into (or agreeing to enter into) any borrowing arrangement on behalf of the Joint Committee and/or giving any security in respect of any such borrowing		Yes	

**EITEM 5 AR YR AGENDA
BWRDD TYFU CANOLBARTH CYMRU
15/12/21**

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
11. Accepting terms and conditions in relation to any third party funding for the BTCC		Yes	
GENERAL			
12. Replacement of the Accountable Body			Yes
13. Establishment of a sub-committee pursuant to this Agreement and determining their terms of reference and scope of delegation.		Yes	
14. Making any variations to or waiving any rights to or terminating any contracts signed by Council / the Accountable Body (other than this Agreement) which are material to the MGWD.		Yes	
15. Amendments to the terms of this Agreement			Yes
16. The engagement of (and terms of engagement of) any individual person where the value of the appointment does not exceed £50,000 per Accounting Period	Yes		
17. The engagement of (and terms of engagement of) any individual person where the value of the appointment does exceeding £50,000 per Accounting Period		Yes	
18. Commencing any claim, proceedings or other litigation brought by or settling or defending any claim, proceedings or other litigation brought against the Joint Committee or individual Party in relation to the BTCC, except in relation to debt collection in the ordinary course of business.		Yes	
19. Making any announcements or releases of whatever nature in		Yes	

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
relation to the Joint Committee and the BTCC.			
20. Creation of a local authority trading company under Local Government Act 2003			Yes
21. Any other matters not covered in this (<i>Delegations Policy</i>)			Yes

7.2 caiff y GMWB ddirprwyo'r cyfan neu unrhyw ran o'i bwerau i unrhyw berson, is-bwyllgor neu grŵp (Cymal 9.29).

8. Craffu

8.1 Sefydlwyd is-bwyllgor trosolwg a chraffu ar y cyd ("JOSSC") drwy IAA2 ac mae hyn yn parhau drwy IAA3 (Cymal 9.30)

9. Goblygiadau Cyfreithiol

9.1. Mae'r IAA3 wedi'i ddrafftio gyda chymorth Pinsent Masons, cwmni o gyfreithwyr allanol sydd hefyd wedi cynghori bargeinion Twf eraill. Mae'r broses ddrafftio ei hun wedi cynnwys nifer o iteriadau a gellir derbyn yr IAA3 i'w gymeradwyo gan y GMWB o safbwynt cyfreithiol.

10. Goblygiadau Adnoddau Dynol

10.1. Ymdrinnir â'r rhain trwy gytundebau presennol gyda staff penodedig.

11. Goblygiadau Ariannol

11.1. Bydd yr IAA3 yn sicrhau bod trefniadau rheoli ariannol cadarn ar waith.

12. Atodiadau

- Atodiad 1: Cytundeb Rhyng-Awdurdod 3 (Saesneg yn unig)

This page is intentionally left blank



REPORT TO THE GROWING MID WALES BOARD

15th December 2021

TITLE:	Ensuring appropriate and robust governance for the delivery of the Mid Wales Growth Deal: Inter-Authority Agreement 3
AUTHOR:	Clive Pinney, Head of Legal and Democratic Services (Powys Council) – Lead Monitoring Officer for the MWGD.

1. Purpose of the Report

- 1.1. The Mid Wales Growth Deal (MWGD) is entering the final phases of development with the anticipated signing of the Final Deal Agreement (FDA) in December 2021.
- 1.2. This signals the final phase of strategic development of the MWGD, and will see work concluding to ensure grant offer letters are received – which will signify the commencement of delivery of the MWGD.
- 1.3. To ensure there is continued good and robust governance for the delivery phase of the MWGD, it is necessary to further revise and evolve our existing arrangements between both Powys and Ceredigion Councils.
- 1.4. This takes form of an Inter-Authority Agreement (IAA), of which now we are on its third iteration. It sets out the principle of the governance and management of the MWGD.

2. Decision(s) Sought

- 2.1. To note the scope and key matters relating to the third Inter-Authority Agreement (IAA3), that will cover the delivery phase of the MWGD.
- 2.2. To recommend to the Cabinets of both Authorities that IAA3 is agreed, as set out in Appendix 1 to this report.

3. Background

- 3.1. Powys and Ceredigion County Councils have already engaged in a formal arrangement to pursue the MWGD as part of the Growing Mid Wales work – through the initial Inter-Authority Agreement (“IAA”) dated 11 December 2019.
- 3.2. This first IAA ensured the appropriate governance arrangements to ensure the partners achieved Heads of Terms in December 2020 for the MWGD.
- 3.3. In July 2021, a further iteration of the IAA was developed (IAA2), to ensure continued governance for the period of development up to Final Deal Agreement,

and also to include the new Terms of Reference for the Regional Skills Partnership.

- 3.4. The parties relating to the Inter-Authority Agreement, remain unchanged as both Powys and Ceredigion County Councils.

4. Commencement and duration

- 4.1. IAA3 is intended to commence once the Final Deal Agreement (FDA) is signed between the two Councils – and will remain in force and effect for the period of the Growth Deal.
- 4.2. It will remain in full force and effect unless the Parties agree to terminate the agreement or the agreement is brought to an end by the default of a party, in which case the agreement can be ended by the Non Defaulting Party (Clause 2.1 & 2.2). The consequences for termination for default are set out in clause 14.2 but in essence the Defaulting Council shall indemnify the other Council against any costs and expenses directly incurred by that Council as a result of such a termination.

5. Governance Principles and Framework

Growing Mid Wales Board

- 5.1. IAA1 established the Growing Mid Wales Board (GMWB) as an executive joint committee and that arrangement continued into IAA2, and now into IAA3. As with previous IAA iterations, the voting committee membership consists of 10 elected member representatives by the Councils (5 each). The key change in IAA3 versus previous iterations, is that the Chair of the Economic Strategy Group (Private Sector Advisory Group) no longer has voting rights on the GMWB. All advisory panels of the GMWB are re-established in a consultative capacity, to provide advice to the GMWB.
- 5.2. On an annual basis the GMWB will be required to update the Portfolio Business Case for the proceeding five years, but any material change to the prevailing Portfolio Business Case will have to be approved by Cabinets of both Authorities (clause 7.2).
- 5.3. Before the start of each Accounting year, the GMWB is required to approve an Annual Business Plan setting out the annual spend for approved projects (clause 7.3).

Economic Advisory Group

- 5.4. Following the review of the previous Economic Strategy Group that was constituted as part of IAA1 and IAA2 – the private sector group has been re-designed with new terms of reference (as discussed at GMWB 11/11/21¹), to

¹ [Agenda for Bwrdd Tyfu Canolbarth Cymru / Growing Mid Wales Board on Thursday, 11th November, 2021, 5.00 pm Cyngor Sir Powys County Council \(moderngov.co.uk\)](#)

provide the GMWB with consistent strategic advice pertaining to the delivery of the MWGD.

Joint Overview and Scrutiny Committee

- 5.5. The Terms of Reference remain largely unchanged from IAA2 when it was established.

Regional Skills Partnership

- 5.6. The Terms of Reference remain largely unchanged from IAA2 when it was established.

Growing Mid Wales Management Group

- 5.7. This was established under IAA1 to co-ordinate professional officer advice and management to the GMWB. The terms of reference have been evolved to be in line with expectations and requirements to support the delivery of the Deal – which ensures the oversight of resource deployment, performance management of the Portfolio and team, and acts as a clearing house for GMWB reports. Its membership comprises senior officers from both Councils, with observers from both Governments.

Portfolio Management Office (PoMO)

- 5.8. The PoMO has been established via separate grant funding agreement and SLA between the two Councils and Aberystwyth University– however the role and function of the PoMO in the context of the MWGD have now been defined within IAA3. They provide professional support and advice to the GMWB on the delivery of the MWGD Portfolio.

Council’s Obligations – Administrative Functions

- 5.9. IAA1 and IAA2 set out the respective lead authorities for the “administrative functions” (HR, Finance, Legal etc).
- 5.10. IAA3 has set out that the Councils acknowledge and agree to divide the administrative functions in support of the Mid Wales Growth Deal in accordance with the table below:

Administrative function	Responsibility
Human Resources	Ceredigion
Clerk to the GMWB	Both Councils shall appoint an individual to act as Clerk who will be responsible for supporting the administrative requirements of the GMWB on an alternate basis in accordance with Clause Error! Reference source not found. (GMWB)
Legal Services	Powys
Monitoring Officer	Powys
Treasurer and Section 151 Officer	Ceredigion as Accountable Body

Communications	Ceredigion, supported by the PoMO
Procurement	Powys
Translation	The Council holding the GMWB Meeting
IT	Ceredigion
Internal Audit	Powys
Democratic Services	Powys
Secretariat services to the EAG	Powys, supported by the PoMO

Accountable Body

5.11. IAA3 also defines and establishes the role of the Accountable Body for the delivery of the MWGD. Ceredigion has been established as the lead authority for finance for the MWGD in IAA1 and IAA2, and this continues into IAA3 with Ceredigion acting as the Accountable Body responsible for discharging the Councils' obligations in relation to the MWGD pursuant to IAA3. It means accepting and receiving any HMT Contribution from the WG for and on behalf of the Councils and shall hold and manage such HMT Contribution in accordance with the terms of the Agreement. The Accountable Body shall receive any additional funding from any other source for and on behalf of the Councils and shall hold and manage such funds in accordance with the terms of the Agreement.

6. Codes of Conduct and Conflicts of Interest

6.1. The principles established in previous agreements (IAA1 and IAA2) remain unchanged for IAA3 – and sets out the provisions for Members Code of Conduct in relation to the declaration and management of personal interests.

6.2. The review into the Economic Strategy Group concluded that the provisions and mechanisms to manage the potential interests of private sector members were deemed sufficient – however, the new terms of reference have been strengthened in IAA3 to ensure a clearer focus and role within wider MWGD governance. As noted in 5.1, the voting rights of the Chair of the ESG is no longer present in IAA3.

7. Delegation

7.1. The Scheme of delegation is set out in Schedule 1 of the IAA3 as follows;

**AGENDA ITEM 5
GROWING MID WALES BOARD
15/12/21**

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
KEY THEMES			
1. Approval of IAA3			Yes
2. Approval and adoption of any Business Plans			Yes
3. Approval and adoption of any updated Business Plans save to the extent any such update amounts to a material change to the prevailing Business Plan (in which case the decision to approve and adopt such updated Business Plan shall be a Matter Reserved to the Councils)		Yes	
FUNDING AND EXPENDITURE			
4. Approval of any increase to the Councils' Contribution			Yes
5. Approval of any disproportionate Internal Costs pursuant to Clause 11 (<i>Commitment of the Councils and Contributions</i>)		Yes	
6. Approval of expenditure within the approved Annual Budget of the Accountable Body held on behalf of the Councils set out in Clause 11.2 (<i>Annual Budget</i>)	Yes		
7. Approval of the Annual Budget pursuant to Clause 11.2 (<i>Annual Budget</i>)			Yes
8. Approval of additional expenditure over and above the approved Annual Budget of the Accountable Body held on behalf of the Councils set out in Clause 11.2 (<i>Annual Budget</i>)			Yes
9. To approve from time to time the distribution of the Annual Budget as between the different programmes and projects agreed as part of any MWGD or the Regional Growth Strategy		Yes	

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
10. Entering into (or agreeing to enter into) any borrowing arrangement on behalf of the Joint Committee and/or giving any security in respect of any such borrowing		Yes	
11. Accepting terms and conditions in relation to any third party funding for the MWGD		Yes	
GENERAL			
12. Replacement of the Accountable Body			Yes
13. Establishment of a sub-committee pursuant to this Agreement and determining their terms of reference and scope of delegation.		Yes	
14. Making any variations to or waiving any rights to or terminating any contracts signed by Council / the Accountable Body (other than this Agreement) which are material to the MGWD.		Yes	
15. Amendments to the terms of this Agreement			Yes
16. The engagement of (and terms of engagement of) any individual person where the value of the appointment does not exceed £50,000 per Accounting Period	Yes		
17. The engagement of (and terms of engagement of) any individual person where the value of the appointment does exceeding £50,000 per Accounting Period		Yes	
18. Commencing any claim, proceedings or other litigation brought by or settling or defending any claim, proceedings or other litigation brought against the Joint Committee or individual Party in relation to the		Yes	

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
MWGD, except in relation to debt collection in the ordinary course of business.			
19. Making any announcements or releases of whatever nature in relation to the Joint Committee and the MWGD.		Yes	
20. Creation of a local authority trading company under Local Government Act 2003			Yes
21. Any other matters not covered in this (<i>Delegations Policy</i>)			Yes

7.2 the GMWB may delegate the whole or any part of its powers to any person, sub-committee or group (Clause 9.29).

8. Scrutiny

8.1 A joint overview and scrutiny sub-committee (“JOSSC”) was established by IAA2 and this continues under IAA3 (Clause 9.30)

9. Legal Implications

9.1. The IAA3 has been drafted with the assistance of Pinsent Masons, a firm of external solicitors who have also advised other Growth deals. The drafting process has itself involved a number of iterations and the IAA3 for approval by the GMWB can be accepted from a legal point of view.

10. Human Resources Implications

10.1. These are dealt with via existing agreements with appointed staff.

11. Financial Implications

11.1. The IAA3 will ensure sound financial management arrangements are in place.

12. Appendices

- Appendix 1: Inter-Authority Agreement 3

This page is intentionally left blank

DATED

2021

- (1) CEREDIGION COUNTY COUNCIL**
- (2) POWYS COUNTY COUNCIL**

INTER AUTHORITY AGREEMENT 3
in relation to the delivery of the Mid Wales Growth Deal



CONTENTS

Clause

1	DEFINITIONS AND INTERPRETATION	4
2	COMMENCEMENT, DURATION AND TERMINATION	11
3	PRINCIPLES AND KEY OBJECTIVES	112
4	CEREDIGION AS THE ACCOUNTABLE BODY	13
4	DUTIES OF THE ACCOUNTABLE BODY	14
5	DUTIES OF POWYS	144
6	THE COUNCILS' OBLIGATIONS	14
7	BUSINESS PLANS AND PROGRESS MONITORING	15
8	DECISION MAKING	17
9	GROWING MID WALES BOARD	17
10	ADVISORY PANELS	211
11	COMMITMENT OF THE COUNCILS AND CONTRIBUTIONS	22
12	MITIGATION	244
13	LIABILITY OF THE COUNCILS	244
14	CONSEQUENCES OF TERMINATION	256
15	INTELLECTUAL PROPERTY	266
16	CONFIDENTIALITY AND ANNOUNCEMENTS	267
17	CONTRACTS (THIRD PARTY RIGHTS)	277
18	DISPUTE RESOLUTION	277
19	DATA PROTECTION	28
20	FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION	290
21	NOTICES	301
22	GOVERNING LAW	311
23	ASSIGNMENTS	311
24	WAIVER	312
25	ENTIRE AGREEMENT	31
26	COUNTERPARTS	322

27	RELATIONSHIP OF COUNCILS	322
28	STATUTORY RESPONSIBILITIES	322
	Schedule 1 - DELEGATIONS POLICY	333
	Part 1 – MANAGEMENT GROUP TERMS OF REFERENCE	377
	Part 2 – ECONOMIC ADVISORY GROUP TERMS OF REFERENCE	40
	Part 3 – REGIONAL SKILLS PARTNERSHIP TERMS OF REFERENCE	432
	Part 4 – JOINT OVERVIEW AND SCRUTINY SUB-COMMITTEE TERMS OF REFERENCE	49
	Schedule 2– HEADS OF EXPENDITURE	521
	Schedule 3 – GOVERNANCE AND ASSURANCE FRAMEWORK	53
	Schedule 4 - PORTFOLIO BUSINESS CASE	54

BETWEEN

- (1) **CEREDIGION COUNTY COUNCIL** of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion SA46 0PA ("**Ceredigion**"); and
- (2) **POWYS COUNTY COUNCIL** of County Hall, Llandrindod Wells, Powys LD1 5LG ("**Powys**"),

(together referred to as "**the Councils**" and individually as a "**Council**")

BACKGROUND

- (A) The Councils entered into an inter authority agreement on 11 December 2019 (the "**IAA**") to formalise their respective roles and responsibilities to develop an outline business case for the Mid Wales Growth Deal ("**MWGD**") and for approval of heads of terms with the Welsh Government ("**WG**") and the United Kingdom Government ("**UKG**") in respect of the MWGD ("**HoTs**").
- (B) The Councils subsequently entered into a second inter authority agreement on 4 August 2021 ("**IAA2**") to govern their respective roles in respect of the next phase of the MWGD to develop a portfolio business case for the MWGD and to agree and enter into the final deal agreement with WG and UKG in respect of the scope of the MWGD and the implementation and delivery of the same as per the HoTs ("**Final Deal Agreement**").
- (C) Pursuant to the IAA, the Councils established a joint committee responsible for overseeing and co-ordinating the discharge of the Councils' obligations in relation to the MWGD (the "**Growing Mid Wales Board**" and herein defined as the "**GMWB**"). The GMWB is responsible for the implementation and overall delivery of the MWGD and (amongst other matters) the delivery of any projects undertaken pursuant to the MWGD from time to time.
- (D) The Councils wish to enter into this inter authority agreement to govern their respective roles and responsibilities in respect of the implementation and delivery of the MWGD agreed with WG and UKG under the Final Deal Agreement.
- (E) The Councils have agreed to appoint Ceredigion to act as the Accountable Body for and on behalf of the Councils and to discharge the Councils' obligations in relation to the MWGD pursuant to and in accordance with this Agreement, pending, if determined by the Councils, transition to a new corporate joint committee (pursuant to Clause 10.4 (Corporate Joint Committee)).
- (F) The Councils wish to enter into this Agreement and deliver the MWGD pursuant to the powers conferred on them by Sections 101, 102, 111 and 113 of the Local Government Act 1972, Section 1 of the Local Authority (Goods & Services) Act 1970, Section 25 of the Local Government (Wales) Act 1994, Section 2, 19 and 20 of the Local Government Act 2000, Section 9 of the Local Government Wales Measure 2009 and all other enabling powers now vested in the Councils.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement and the Recitals, unless, the context otherwise requires the following terms shall have the meaning given to them below:-

"Accountable Body"	means the Council appointed under Clause 4 (Accountable Body) who shall be responsible for entering into contracts and receiving, accepting and spending funds for and on behalf of the Councils in relation to the MWGD in accordance with the funding condition relating thereto and whose duties are set out under Clause 4 (Duties of the Accountable Body)
"Accounting Date"	means 31 March in each year or such other date as the Councils determine from time to time
"Accounting Period"	means any period of 12 (twelve) calendar months from the day after the Accounting Date up to and including the next Accounting Date, provided that: <ul style="list-style-type: none"> (a) the first Accounting Period shall be the period commencing on the Commencement Date up to and including the next Accounting Date; and (b) the final Accounting Period shall be the period commencing on 1 April immediately preceding the last day of this Agreement and ending on the last day of this Agreement
"Act"	means the Local Government and Elections (Wales) Act 2021
"Annual Budget"	means the approved annual budget of the Accountable Body held for and on behalf of the Councils and as set out in Clause 11.2 (Annual Budget) in relation to the payment of any GMWB Costs in accordance with this Agreement
"Annual Business Plan"	means each business plan referred to in Clause 7.3 (Annual Business Plans) in relation to the annual spend for approved project(s) to be implemented in that Accounting Period in relation to the MWGD (and the manner and form of such implementation), as the same may be prepared, varied or updated from time to time in accordance with the provisions of this Agreement
"Business Day"	means any day other than a Saturday or Sunday or a public or bank holiday in England and/or Wales
"Mid Wales Region"	comprises the administrative areas of Ceredigion and Powys
"Chair"	means the chair of the GMWB appointed in accordance with Clause 9 (Growing Mid Wales Board)
"Clerk"	has the meaning given to it in Clause 9.8
"Commencement Date"	means the date of this Agreement

"Conditions Longstop Date"	means as defined in Clause 2.3 (Conditions Subsequent)
"Confidential Information"	all know-how and other information whether commercial, financial, technical or otherwise relating to the business, affairs or methods of all or any Council, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure
"Corporate Joint Committee"	means a body corporate known as the Mid Wales Corporate Joint Committee and established pursuant to section 74 of the Act and section 3 of the Regulations
"Councils"	means Ceredigion and/or Powys (as the context requires)
"Data"	means all data (including Personal Data) which may be supplied or inputted into a Council's IT systems by such Council under or in connection with this Agreement (including managing the appointment and replacement of representatives, the financial arrangements and/or resolution of any disputes in accordance with this Agreement)
"Data Protection Laws"	means any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding pronouncement, including findings, orders, decisions and judgements of a competent court or supervisory authority or regulator with jurisdiction as updated and amended from time to time which relates to the protection of individuals with regards to the processing of Personal Data to which a party is subject in the United Kingdom, including the PECR, DPA 2018 and UK GDPR
"Data Subject Request"	means an actual or purported subject access request or notice or complaint from (or on behalf of) a data subject exercising his rights under the Data Protection Laws
"DPA 2018"	means the Data Protection Act 2018 as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018

"DP Losses"	means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, interest and penalties, whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, legal and other professional fees and expenses
"Economic Advisory Group" or "EAG"	means the Economic Advisory Group as more particularly described in Clause 10.1 (Advisory Panels) and whose terms of reference are set out at Part 2 of Error! Reference source not found. (Economic Advisory Group Terms of Reference)
"Final Deal Agreement"	means the agreement to be entered into by the Councils, UKG and WG on [December 2021] in respect of the scope, implementation and delivery of the MWGD
"Gateway Review"	means the five (5) yearly examination of programmes and projects by HMT to assess the progress and likelihood of the Councils' successful delivery of the MWGD
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)
"GMWB Costs"	means as defined in paragraph 1.2 of Schedule 2 (Heads of Expenditure) and shall, for the avoidance of doubt, not include any revenue costs or capital investment relating to the implementation of any project pursuant to an Annual Business Plan and excluding any Internal Costs (save for the Internal Costs of the Accountable Body which shall be accounted for as GMWB Costs)
"Governance and Assurance Framework"	means the Councils' systems, processes and protocols to assess the governance, risk management, ongoing monitoring and control processes of the Councils for the discharge of their obligations in relation to the MWGD and the delivery of projects pursuant to the MWGD as attached at Error! Reference source not found. 3 (Governance and Assurance Framework) of this Agreement
"Growing Mid Wales Board" or "GMWB"	means the joint committee set up by the Councils pursuant to Clause 9 (Growing Mid Wales Board) of this Agreement
"GMWB Meeting"	means a meeting of the GMWB duly convened in accordance with Clause 9 (Growing Mid Wales Board)

"HMT"	means Her Majesty's Treasury, a ministerial department of the UK Government
"HMT Contribution"	means the funding provided by HMT as set out in Clause 11.3.2 (HMT Contribution)
"HMT Funding Conditions"	means as defined in Clause 11.3.2 (HMT Contribution)
"IAA"	means the inter-authority agreement entered into by the Councils on 11 December 2019 to govern the relationship between the Councils in respect of (amongst other matters) the delivery of an outline business case in relation to the MWGD and approval of heads of terms between the Councils, WG and UKG in relation to the MWGD
"IAA2"	means the inter-authority agreement entered into by the Councils on 4 August 2021 to govern the relationship between the Councils in respect of (amongst other matters) the development of a portfolio business case and approval and entry into the Final Deal Agreement
"Information Commissioner"	means the UK Information Commissioner (including any successor or replacement body from time to time)
"Information Commissioner Correspondence"	means any correspondence or communication (whether written or verbal) from the Information Commissioner in relation to the processing of the Data
"Intellectual Property"	any and all patents, trade marks, trade names, copyright, moral rights, rights in design, rights in databases, know-how and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them
"Internal Costs"	means as defined in paragraph 1.1 of Schedule 2 (Heads of Expenditure) (and shall, for the avoidance of doubt, not include any revenue costs or capital investment relating to the implementation of any project pursuant to an Annual Business Plan) and excluding GMWB Costs
"IP Material"	the Intellectual Property in the Material
"JOSSC"	means the joint overview and scrutiny sub-committee as more particularly described in Clause 9.30.1 and whose terms of reference are set out at Part 4 of Error! Reference source not found. (Joint Overview and Scrutiny Sub-Committee Terms of Reference)

"Local Authority"	a principal council (as defined in Section 270 of the Local Government Act 1972) or any body of government in Wales established as a successor of a principal councils
"Management Group"	means the management group as more particularly described in Clause 10 and whose terms of reference are set out at Part 2 of Error! Reference source not found. (Management Group Terms of Reference)
"Material"	all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply, the Council notifies the other Councils that the data, text supplied is not to be covered by this definition
"Mid Wales Growth Deal" or "MWGD"	means the Mid Wales Growth Deal to be delivered by the Councils pursuant to the Final Deal Agreement and in accordance with the terms of this Agreement
"Portfolio Business Case"	means the strategy which defines MWGD objectives including the high level programme to be agreed as a "Matter Reserved To The Councils" in order to discharge the Councils' obligations in relation to the MWGD
"Portfolio Management Office" or PoMO	means the team lead by the operations manager to assist the GMW Management Group and Board to implement the MWGD. The role and remit of the PoMO is set out in the Management Case of the Portfolio Business Case. The PoMO was established in Summer 2021 via external funding (ESF P5) and a specific service level agreement between all parties.
"PECR"	means the Privacy and Electronic Communications Regulations 2003 (as amended by SI 2011 no. 6) (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018
"Personal Data Breach Particulars"	means the information that must be included in a personal data breach notification, as set out in Article 33(3) of the UK GDPR
"Regional Skills Partnership"	means the stakeholder group known as the Regional Skills Partnership as more particularly described in Clause 10 and whose terms of reference are set out at Part 3 of Error! Reference source not found. 1 (Regional Skills Partnership Terms of Reference)
"Regulations"	means the Mid Wales Corporate Joint Committee Regulations 2021

"Security Requirements"	means the requirement regarding the security of the Personal Data, as set out in the Data Protection Laws (including, in particular, the measure set out in Article 32(1) of the UK GDPR (taking due account of the matters described in Article 32(2) of the UK GDPR)) as applicable
"Senior Officer"	means:- <ul style="list-style-type: none"> a) in respect of Ceredigion, the Corporate Lead Officer for Economy and Regeneration; b) in respect of Powys, the Corporate Director for the Economy and the Environment, or such other individual notified in writing by the relevant Council to the other Council from time to time
"Third Party Request"	means a written request from any third party for disclosure of personal data where compliance with such request is required or purported to be required by law or regulation
"Translation Costs"	means costs incurred by the Accountable Body in complying with any applicable legislation relating to its obligations under this Agreement
"Treasurer"	means the officer of the Accountable Body who has the responsibility for maintaining the financial accounts of the GMWB in respect of this Agreement and shall act as the section 151 officer in respect of the GMWB
"UKG"	means the UK Government
"UK GDPR"	means the EU General Data Protection Regulation 2016/679 (the GDPR) (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018
"WG"	means the Welsh Government

1.2 Interpretation

In this Agreement, except where the context otherwise requires:-

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 a reference to any clause, sub-clause, paragraph, Schedule, recital or annex is, except where expressly stated to the contrary, a reference to such clause, sub-clause, paragraph, schedule, recital or annex of and to this Agreement;
- 1.2.3 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;

- 1.2.4 any reference to legislation shall be construed as a reference to any legislation as amended, replaced, consolidated or re-enacted;
- 1.2.5 a reference to a public organisation (to include, for the avoidance of doubt, any Council) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both functions and responsibilities of such public organisation;
- 1.2.6 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.2.7 the schedule, clause, sub-clause and (where provided) paragraph headings and captions in the body of this Agreement do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
- 1.2.8 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words; and
- 1.2.9 any reference to the title of an officer or any of the Councils shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Council as that Council may from time to time appoint to carry out the duties of the officer referred to.

1.3 **Schedules**

The Schedules to this Agreement form part of this Agreement.

2. **COMMENCEMENT, DURATION AND TERMINATION**

2.1 **Duration of the Agreement**

This Agreement shall continue in full force and effect from the Commencement Date until the earlier of the following dates:-

- 2.1.1 the condition subsequent set out in Clause 2.3 (Condition Subsequent) are not satisfied or otherwise waived in writing by the Councils as a "GMWB Matter" prior to the Conditions Longstop Date;
- 2.1.2 both Councils agree in writing to its termination; or
- 2.1.3 the date prescribed pursuant to Clause 2.2 (Termination).

2.2 **Termination**

Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to a Council ("**Defaulter**") by the other Council ("**Non-Defaulting Council**") giving written notice to the Defaulter effective on receipt where the Defaulter materially breaches any of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same within forty-five (45) Business Days (or such other period as agreed by the Non-Defaulting Council) of being notified of each breach in writing by the Non-Defaulting Council and being required to remedy the same.

2.3 **Conditions Subsequent**

The Councils shall approve the terms of any WG funding conditions relating to the HMT Contribution and the terms of the Final Deal Agreement, each as a "GMWB Matter" within six (6) months of the Commencement Date or by such other date as agreed by the Councils (with any such extension to be approved as a "GMWB Matter")

with the prior agreement of the Accountable Body (in consultation with the other Council) ("**Conditions Longstop Date**").

3. **PRINCIPLES AND KEY OBJECTIVES**

3.1 The Councils intend this Agreement to be legally binding.

3.2 The Councils agree to work together to discharge the Councils' obligations in relation to the MWGD pursuant to and in accordance with this Agreement.

3.3 Without prejudice to the terms of this Agreement, the Councils agree that they shall conduct their relationship in accordance with the objectives and principles set out below and shall agree the number and scope of projects to be developed in order to provide an **overall regional benefit to the Mid Wales Region**.

3.4 **Objectives**

Without prejudice to the terms of this Agreement, the Councils agree that they will conduct their relationship in accordance with the following objectives to:-

3.4.1 **Attract and develop industries that drive productivity, earnings and employment growth in the Mid Wales Region**, capitalising on the strengths of its research, industrial and skilled assets;

3.4.2 **Attract and unlock private sector investment within the Mid Wales Region** by ensuring the right environment for growth;

3.4.3 **Position Mid Wales Region as a rural powerhouse** that develops existing industrial strengths to generate new industrial and employment opportunity;

3.4.4 **Reduce outward migration and retain a skilled workforce** through industry-led employment and skills support combined with clear employment pathways; and

3.4.5 **Utilise MWGD investments to influence and catalyse further investments** and policy changes to ensure equitable, inclusive growth across the Mid Wales Region, positioning the MWGD as a core component within the wider regional economic recovery efforts,

and such other objectives determined by the Councils from time to time.

3.5 **Principles**

Without prejudice to the terms of this Agreement, the Councils agree that they will conduct their relationship in accordance with the following principles:-

3.5.1 **Openness and Trust**

In relation to this Agreement the Councils will be open and trusting in their dealings with each other, make information and analysis available to each other, discuss and develop ideas openly and contribute fully to all aspects of making the joint working successful. Whilst respecting the mutual need for commercial confidentiality, the Councils will willingly embrace a commitment to transparency in their dealings and in particular a need to comply with statutory access to information requirements including the Environmental Information Regulations 2004 and the Freedom of Information Act 2000 and

supporting codes of practice. The Councils will be aware of the need for and respect matters of commercial confidentiality and potential sensitivity;

3.5.2 Commitment and Drive

The Councils will be fully committed to working jointly, will seek to fully motivate employees and will address the challenges of delivering the MWGD with enthusiasm and a determination to succeed;

3.5.3 Skills and Creativity

The Councils recognise that each brings complimentary skills and knowledge which they will apply creatively to achieving the Councils' objectives, continuity, resolution of difficulties and the development of the joint working relationship and the personnel working within it. It is recognised that this will involve the appreciation and adoption of common values;

3.5.4 Effective Relationships

The roles and responsibilities of each Council will be clear with relationships developed at the appropriate levels within each organisation with direct and easy access to each other's representatives;

3.5.5 Developing and Adaptive

The Councils recognise that they are engaged in what could be a long term business relationship which needs to develop and adapt and will use reasonable endeavours to develop and maintain an effective joint process to ensure that the relationship develops appropriately and in line with these principles and objectives;

3.5.6 Reputation and Standing

The Councils agree that, in relation to this Agreement and the MWGD generally, they shall pay the utmost regard to the standing and reputation of one another, and act with regard to each Council's own employer and member codes of conduct and shall not do or fail to do anything which may bring the standing or reputation of the other Council into disrepute or attract adverse publicity to the other Council;

3.5.7 Reasonableness of Decision Making

The Councils agree that all decisions made in relation to this Agreement and the MWGD generally shall be made by them acting reasonably and in good faith;

3.5.8 Necessary Consents

Each Council hereby represents to the other Council that it has obtained all necessary consents sufficient to ensure the delegation of functions and responsibilities provided for by this Agreement; and

3.5.9 Members and Officers Commitments

Each Council shall use its reasonable endeavours to procure that their respective members and officers who are involved in the MWGD shall at all times act in the best interests of the MWGD, and act with regard to each Council's own employer and member codes of conduct, devote sufficient

resources to deliver the MWGD and respond in a timely manner to all relevant requests from the other Council.

4. CEREDIGION AS THE ACCOUNTABLE BODY

- 4.1 The Councils (acting severally) have agreed, with effect from the Commencement Date, Ceredigion will act as the Accountable Body responsible for discharging the Councils' obligations in relation to the MWGD pursuant to and in accordance with this Agreement for and on behalf of the Councils and Ceredigion agrees to act in that capacity subject to and in accordance with the terms and conditions of this Agreement.
- 4.2 The Accountable Body shall act as the Accountable Body and shall accept and receive any HMT Contribution from the WG for and on behalf of the Councils and shall hold and manage such HMT Contribution in accordance with the terms of this Agreement.
- 4.3 The Accountable Body shall receive any additional funding from any other source for and on behalf of the Councils and shall hold and manage such funds in accordance with the terms of this Agreement.

DUTIES OF THE ACCOUNTABLE BODY

- 4.4 For the duration of this Agreement, the Accountable Body shall:
- 4.4.1 act diligently and in good faith in all its dealings with the other Council and it shall use its reasonable endeavours to discharge the Councils' obligations in relation to the MWGD pursuant to and in accordance with this Agreement and all applicable legislation including but not limited to:-
- (a) the Well-being of Future Generations (Wales) Act 2015;
 - (b) Welsh Language (Wales) Measure 2011; and
 - (c) the Welsh Language Standards;
- 4.4.2 act as the primary interface (on behalf of itself and the other Council) with the WG, the UKG and any other body necessary to discharge the Councils' obligations in relation to the MWGD;
- 4.4.3 act as the Accountable Body and to enter into and perform all contracts approved by the GMWB or the Councils (if a "Matter Reserved to the Councils") on behalf of the MWGD; and
- 4.4.4 act as the Accountable Body to hold any funds received directly from the WG, the UKG (if any), the Councils (if any) and/or any other sources (if any) in relation to the MWGD and only to use and release such funds as agreed in accordance with the terms of such funding and this Agreement.

5. DUTIES OF POWYS

- 5.1 For the duration of this Agreement, Powys shall act diligently and in good faith in all of its dealings with the Accountable Body and shall use its reasonable endeavours to assist the Accountable Body to discharge the Councils' obligations in relation to the MWGD pursuant to and in accordance with this Agreement and all applicable legislation.
- 5.2 It is acknowledged and agreed that the obligations and liabilities of each of Powys and Ceredigion shall bind any successor authority in the event of any local government re-organisation.

6. THE COUNCILS' OBLIGATIONS

- 6.1 The Councils acknowledge and agree that for the purposes of discharging the administrative functions required in connection with the MWGD, the Councils shall divide the administrative functions in accordance with the table below:-

Administrative function	Responsibility
Human Resources	Ceredigion
Clerk to the GMWB	Both Councils shall appoint an individual to act as Clerk who will be responsible for supporting the administrative requirements of the GMWB on an alternate basis in accordance with Clause 9 (GMWB)
Legal Services	Powys
Monitoring Officer	Powys
Treasurer and Section 151 Officer	Ceredigion as Accountable Body
Communications	Ceredigion, supported by the PoMO
Procurement	Powys
Translation	The Council holding the GMWB Meeting
IT	Ceredigion
Internal Audit	Powys
Democratic Services	Powys
Secretariat services to the EAG	Powys, supported by the PoMO

7. BUSINESS PLANS AND PROGRESS MONITORING

7.1 Portfolio Business Case

- 7.1.1 The Councils have approved the Portfolio Business Case for the MWGD (which is attached at Schedule 4 (Portfolio Business Case) to this Agreement);

7.2 Updated Portfolio Business Case

- 7.2.1 The Management Group shall, no earlier than three (3) months and no later than one (1) month before 31 March in each calendar year, prepare (or procure the preparation of), finalise, agree (acting in the best interests of the MWGD) and recommend for adoption to the GMWB a draft updated Portfolio Business Case for the proceeding five years which shall comply with the provisions of Clause 7.2.2 below.
- 7.2.2 The Portfolio Business Case shall, amongst other matters, address the following:

- (a) the methodology for agreeing the nature, scope and prioritisation of projects to be developed for the overall benefit of the Mid Wales Region (in accordance with the terms of the Portfolio Business Case);
 - (b) such other matters as the Councils may determine from time to time .
- 7.2.3 The decision to approve and adopt any updated Portfolio Business Case shall be a "GMWB Matter" save to the extent that any such update amounts to a material change to the prevailing Portfolio Business Case and, in which case, the decision to approve and adopt such updated Portfolio Business Case shall be a "Matter Reserved To The Councils".
- 7.2.4 The GMWB or the Councils (as applicable) shall use its reasonable endeavours to seek to agree such draft Portfolio Business Case (making any amendments they may agree unanimously) and to adopt it as the formal Portfolio Business Case within 60 (sixty) Business Days of the date it is first circulated to the GMWB or such other date as agreed by the Councils.
- 7.2.5 The updated Portfolio Business Case agreed pursuant to Clause 7.2.4 (with such amendments thereto as may be agreed by the GMWB or as a "Matter Reserved To The Councils" (as applicable)) shall replace the then current Portfolio Business Case as the formal Portfolio Business Case upon the later of:
- (a) the expiry of the then current Portfolio Business Case; and
 - (b) the date of the GMWB's approval to it in accordance with Clause 7.2.4 (GMWB) or, as applicable, the date the updated Portfolio Business Case is approved by the Councils as a "Matter Reserved To The Councils".
- 7.2.6 Subject to Clause 7.5, until such time as it is replaced in accordance with Clause 7.2.4, the Portfolio Business Case that has most recently been adopted as the formal Portfolio Business Case shall continue to be the formal binding Portfolio Business Case.
- 7.2.7 Where the draft Portfolio Business Case circulated under Clause 7.2.1 has not been approved by the GMWB or the Councils (as applicable) by the date six (6) calendar months following the date it is first circulated to the GMWB, the matter shall be deemed to be a GMWB Unresolved Matter and Clause 9.201 (GMWB) shall apply or where such approval is to be granted as a "Matter Reserved To The Councils", the Portfolio Business Case shall be deemed not to have been approved following such six (6) calendar month period.

7.3 Annual Business Plans For Approved Projects

- 7.3.1 The GMWB anticipates discharging the obligations of the Councils in relation to the MWGD through a number of projects and in respect of each Accounting Period the Management Group shall procure the preparation of, and (no later than 45 (forty-five) Business Days prior to the commencement of the relevant Accounting Period) procure the circulation to the GMWB of a draft Annual Business Plan in relation to the annual spend for approved project(s) to be implemented in the forthcoming Accounting Period in relation to the MWGD.

7.3.2 Within 15 (fifteen) Business Days of the date of circulation of a draft Annual Business Plan in relation to an Accounting Period a GMWB Meeting shall be convened in accordance with Clause 9 (GMWB) for the consideration of and (if the GMWB so agrees) approval of the draft Annual Business Plan.

7.3.3 Where the draft Annual Business Plan circulated under Clause 7.3.1 has not been approved by the GMWB by the date four (4) calendar months following the date it is first circulated to the GMWB, the matter shall be deemed to be a GMWB Unresolved Matter and Clause 9.20 (GMWB) shall apply.

7.4 **Progress Monitoring**

7.4.1 Progress against each Portfolio Business Case and Annual Business Plan shall be regularly reviewed at the GMWB Meetings.

7.4.2 If, at any GMWB Meeting, any of the elected members or deputy (as applicable) in their reasonable opinion, believe that there has been a material failure of the Councils to comply with a relevant Portfolio Business Case and/or Annual Business Plan, the GMWB shall discuss appropriate action to immediately rectify the relevant failure and/or mitigate the effects of such failure as far as possible.

7.4.3 Subject to Clause 7.2.3, any variations to the Portfolio Business Case or an Annual Business Plan shall be effective only if approved by the GMWB in accordance with Clause 9 (GMWB).

7.5 **Incorporation of Annual Business Plans into the Portfolio Business Case**

Upon a draft Annual Business Plan being approved in accordance with this Clause 7, or an approved Annual Business Plan being validly varied or updated in accordance with this Clause 7, the Portfolio Business Case shall be deemed to have been amended on and with effect from the date of the same insofar as such amendments to the Portfolio Business Case are necessary in order to ensure that the Portfolio Business Case is fully consistent, and does not conflict, with the Annual Business Plan. The contents of the Annual Business Plan shall be deemed to have been consolidated into the Portfolio Business Case automatically from time to time in accordance with this Clause 7.5.

8. **DECISION MAKING**

8.1 In terms of the need for decisions and other actions to be taken and carried out during the term of this Agreement, the Councils have identified the following two categories together with the means by which they will be taken:-

8.1.1 "**GMWB Matter**" – being a matter which it is expected the elected members (or appropriate deputy) of each Council appointed pursuant to Clause 9.4 (GMWB) will be able to make a decision upon and have the power to bind the Council it represents in doing so;

8.1.2 "**Matter Reserved To The Councils**" – being a matter which will have to be referred to each Council for decision and, for the avoidance of doubt, that matter requiring a decision would not be dealt with by the elected members appointed to the GMWB until the unanimous decision shall have been agreed by all of the Councils,

and in each case, such matters are identified in Schedule 1 (Delegations Policy).

9. **GROWING MID WALES BOARD**

- 9.1 The Councils established a joint committee of the Councils known as the Growing Mid Wales Board ("**GMWB**") pursuant to the IAA for the purpose of overseeing and co-ordinating the discharge of the Councils' obligations in relation to the MWGD and to carry out the IAA2.
- 9.2 The GMWB may carry out such other functions as the Councils determine from time to time.
- 9.3 The GMWB shall not have power to approve any "Matter Reserved To The Councils" pursuant of Clause 8.1.2 ("**Matter Reserved To The Councils**").
- 9.4 Each Council shall appoint five (5) elected member representatives to the GMWB.
- 9.5 The GMWB shall comprise ten (10) elected member representatives appointed by the Councils.
- 9.6 The Chairperson of the GMWB shall be the leader of each Council which shall act as joint Chairperson and shall preside over alternate meetings. The Chairperson of the first GMWB Meeting shall be the leader of the Accountable Body. The Chairperson shall not have a casting vote.
- 9.7 Each Council shall be entitled from time to time to appoint a deputy for any representative appointed by it but such deputy (in each case) shall only be entitled to attend and vote at meetings of the GMWB in the absence of his or her corresponding principal.
- 9.8 Each Council shall appoint an individual to act as joint clerk and to assist the GMWB in respect of the organisation of GMWB Meetings and provide such other administration support to the GMWB on an alternate basis (the "**Clerk**").
- 9.9 The Clerk shall alternate between the Councils in line with the Chairperson. The Clerk responsible in respect of the first GMWB Meeting shall be the individual appointed by the Accountable Body. The Clerk shall not participate or vote at GMWB Meetings but may attend (where required by the GMWB).
- 9.10 The GMWB may invite such number of appropriate third parties to observe GMWB Meetings as it sees fit from time to time. Such third parties may include individuals or representatives of such organisations and private sector companies as the GMWB shall determine from time to time.
- 9.11 Any third parties invited to a GMWB Meeting shall be entitled to take part in such meeting but shall not be able to vote in respect of any decisions to be taken. Any third party in attendance at a GMWB Meeting may be required by the Chairperson not to attend some or any part of a GMWB Meeting.
- 9.12 Both Councils may, at their discretion, replace their representatives (and their respective deputies) appointed to the GMWB, provided that:-
- 9.12.1 any such replacement shall have no lesser status or authority than is required in order to make decisions on behalf of the Council that has appointed it in respect of any GMWB Matter referred to in Schedule 1 (Delegations Policy); and
- 9.12.2 such Council provides the other Council with written notice of such replacement duly signed by such Council's Chief Executive officer (or such other authorised officer to the Chief Executive officer of such Council as the case may be).
- 9.13 The GMWB shall meet on at least a quarterly basis, or at such frequency as the GMWB shall determine from time to time in order to fulfil its role in respect of the

MWGD, at appropriate times and on reasonable notice to carry out the GMWB Matters referred to in Schedule 1 (Delegations Policy).

- 9.14 GMWB Meetings shall be convened by written notice issued by the Clerk or Chairperson responsible for the relevant GMWB Meeting to each member of the GMWB and any third parties which have been invited by the GMWB to such GMWB Meeting and notified to the Clerk at least five (5) Business Days prior to the GMWB Meeting.
- 9.15 Any notice to a GMWB Meeting shall:-
- 9.15.1 specify the date, time and place of the GMWB Meeting;
 - 9.15.2 specify a meeting agenda identifying the matters to be discussed and;
 - 9.15.3 be accompanied by copies of any relevant materials to be discussed at the GMWB Meeting.
- 9.16 A member of the GMWB may add to the meeting agenda by written request to the Clerk and/or by request to the Chairperson at the start of the GMWB Meeting.
- 9.17 A GMWB Meeting may be held in person and/or via a telephone conference call, video conference call or a combination of the same, at which all members of the GMWB are able to speak to and hear each of the other participants provided that at all times at that telephone or video conference (or combination as appropriate) a quorum of the GMWB is able to so participate.
- 9.18 The quorum necessary for a GMWB Meeting shall be at least two elected members or appropriate deputy appointed pursuant to Clause 9.7 of each Council.
- 9.19 The Clerks shall notify a Council if any of its elected members fail to attend three (3) consecutive GMWB Meetings and that Council shall then consider whether or not such elected member shall continue to represent the Council on the GMWB.
- 9.20 At meetings of the GMWB each elected member or appropriate deputy appointed pursuant to Clause 9.7 (GMWB) above in attendance shall have one vote each. Decisions at meetings of the GMWB will be taken by a majority vote of a quorate meeting.
- 9.21 If, at a meeting of the GMWB, a matter is not determined pursuant to Clause 9.20 above, that matter ("**GMWB Unresolved Matter**") shall be deferred for consideration at the next GMWB meeting which shall be convened within ten (10) Business Days of that meeting. If at the reconvened GMWB Meeting the GMWB Unresolved Matter is not determined, the GMWB Unresolved Matter shall become a "Matter Reserved To The Councils" and shall be deferred for consideration at a meeting of the Leaders and Chief Executives of both Councils/ Cabinet Meeting. The Councils shall use their reasonable endeavours to convene a meeting of its Leaders and Chief Executives/ Cabinet Meeting as soon as reasonably practicable and in any event within three (3) weeks of the GMWB Meeting. Where a GMWB Unresolved Matter is not approved at the Leaders and Chief Executives meeting/ Cabinet Meeting, the GMWB Unresolved Matter shall not be agreed, shall not be implemented by the GMWB and may not be re-introduced at a GMWB Meeting for at least six (6) months unless otherwise determined by the GMWB acting unanimously.
- 9.22 Each Council shall provide all information reasonably required upon request by the GMWB to the Clerk and shall comply with any decisions of the GMWB to request such information.
- 9.23 Where a Council wishes to provide any information and/or serve a notice or demand on the GMWB, this should be served in accordance with Clause 21 (Notices). The

officers set out in **Clause 21** shall keep a record of all information, notices and demands received and shall update each Council promptly.

- 9.24 The Clerk shall circulate copies of the draft minutes of the proceedings of every GMWB Meeting to all members of the GMWB, the Chief Executive officers of each Council and the Management Group.
- 9.25 Each Council shall:-
- 9.25.1 consult with the other Council to ensure the diligent progress of the day to day matters relating to the discharge of the Councils' obligations in relation to the MWGD; and
- 9.25.2 employ or otherwise deploy sufficient people to enable the GMWB to operate in an effective manner within the Annual Budget.
- 9.26 The Councils agree and acknowledge that the GMWB shall adopt the Accountable Body's prevailing contract standing orders, financial procedure rules, codes of conduct and such other applicable policies and procedures for and behalf of the Councils in the discharge of its obligations under this Agreement.
- 9.27 Subject to the statutory role of Powys's monitoring officer in accordance with Section 5(A)(1) of the Local Government and Housing Act 1989 and the Local Authorities (Executive and Alternative Arrangements) (Modification of Enactments and Other Provisions) (Wales) Order 2002 SI 2002 2002/808 in relation to the Councils, Powys shall provide the services of its monitoring officer to the GMWB.
- 9.28 The Accountable Body shall act as the treasurer for the purposes of the MWGD and all financial aspects of the GMWB and MWGD which will be controlled and managed through the financial systems of the Accountable Body and will ensure that the accounting practices comply with relevant legislation and other controls.
- 9.29 **GMWB May Delegate**
- 9.29.1 The GMWB may delegate any of the powers which are conferred on them under this Agreement:
- (a) to such person, sub-committee or group;
 - (b) to such an extent;
 - (c) in relation to such matters; and
 - (d) on such terms and conditions,
- as they think fit from time to time.
- 9.29.2 The GMWB may revoke any delegation in whole or part, or alter its terms and conditions at any time.
- 9.30 **Sub-Committees**
- 9.30.1 The Councils established a joint overview and scrutiny sub-committee (the "JOSSC") pursuant to the IAA2 for the purpose of performing an ongoing monitoring and scrutiny function for the MWGD on behalf of the Councils and to review and scrutinise decisions made or other actions taken by the GMWB in connection with the MWGD.
- 9.30.2 It is acknowledged and agreed by the Councils that the JOSSC shall undertake a number of roles in accordance with the terms of reference set

out in Part 4 of **Error! Reference source not found.** (Joint Overview and Scrutiny Sub-Committee Terms of Reference) of this Agreement.

- 9.30.3 The JOSSC shall not have any delegated decision-making powers.
- 9.30.4 Sub-committees or groups to which the GMWB delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of this Agreement which govern the taking of decisions by the GMWB.
- 9.30.5 The GMWB shall establish the membership, rules of procedure or terms of reference for all or any such sub-committees or groups to, amongst other matters, clarify their respective role and scope of delegation which shall be approved by the GMWB.
- 9.30.6 The GMWB may create additional sub-committees or sub-groups as it sees fit from time to time.

10. **ADVISORY PANELS**

10.1 The following advisory panels shall consult with and advise the GMWB in respect of the MWGD:-

10.1.1 **Economic Advisory Group** – to provide input, advice and recommendations to the GMWB on behalf of the private sector and to aid collaboration and communication between the private sector, the Councils and other public funding bodies by providing a business sector view on the MWGD particularly its programmes and projects and as more particularly described in Part 2 of Schedule 1 (Economic Advisory Group Terms of Reference) ;

10.1.2 **Regional Skills Partnership** – to act as a stakeholder group engaging and consulting with specific sectors and regions to identify and respond to the needs of employers and learners across the Mid Wales Region and enable an inclusive regional response to WG policy and initiatives and report back to the GMWB in respect of the requirements of the Mid Wales Region (including (without limitation) the needs of employers, current and future skills requirements and educational needs) and as more particularly described in Part 3 of Schedule 1 (Regional Skills Partnership Terms of Reference).

10.2 The Management Group, EAG and RSP shall undertake a number of roles in accordance with their respective terms of reference set out at Part 1 (Management Group Terms of Reference), Part 2 (Economic Advisory Group Terms of Reference) and Part 3 (Regional Skills Partnership Terms of Reference) of **Error! Reference source not found.** (Terms of Reference).

10.3 **Constitution and Authority of the Management Group**

10.3.1 The Councils shall form the Management Group for the purpose of implementing the MWGD and the day-to-day management of the Councils' obligations in relation to the MWGD and to carry out the roles set out in Part 1 of **Error! Reference source not found.**

10.3.2 The Management Group shall not have any decision-making powers pursuant to this Agreement (unless otherwise expressly granted by the GMWB).

- 10.3.3 Each Council shall appoint senior officer representatives to the Management Group and such other representatives as the GMWB may determine from time to time. The chairperson shall be one of such representatives as the Management Group may determine from time to time.
- 10.3.4 Each Council shall be entitled from time to time to appoint a deputy for each of its senior officers and such deputies (in each case) shall be entitled to attend meetings of the Management Group in place of his/her principal.
- 10.3.5 The Councils shall, at their discretion, replace their representatives (and their respective deputies) appointed to the Management Group provided that such replacement shall be on the same basis as the original appointed and provided further that no senior officer of the Management Group shall be removed or replaced by any Council without that Council giving prior written notice as soon as reasonably practicable and in any event within ten (10) Business Days of its intention to remove or replace that representative.
- 10.3.6 The Management Group shall meet on a quarterly basis, in advance of GMWB meetings, and any extraordinary meetings will be convened when required in accordance with the timetable for the MWGD and, in any event, at appropriate times and on reasonable notice (to be issued through the chairperson of the Management Group).
- 10.3.7 The PoMO shall be responsible for the day-to-day management of the MWGD and shall report directly to the Management Group.

10.4 **Corporate Joint Committee**

10.4.1 The Councils acknowledge that:-

- (a) pursuant to section 74 of the Act and section 4 of the Regulations the Corporate Joint Committee has been established; and
- (b) pursuant to section 1 of the Regulations, the functions of the Corporate Joint Committee come into effect on 30 June 2022, and

the Councils shall assess and determined the optimal operational and delivery model for the MWGD and, if considered appropriate, the process for transition to the Corporate Joint Committee. Any decision in relation to the Corporate Joint Committee shall be a "Matter Reserved to the Councils" for decision.

11. **COMMITMENT OF THE COUNCILS AND CONTRIBUTIONS**

11.1 **General**

The Councils agree and undertake to commit to the MWGD in accordance with the terms of this Agreement and not to commission and/or undertake any procurement and/or project that seeks or would procure the delivery of all or any part of the MWGD outside of the terms of this Agreement.

11.2 **Annual Budget**

11.2.1 The Annual Budget for each Accounting Period shall be determined and approved by the Councils no later than twenty (20) Business Days prior to the start of that Accounting Period.

- 11.2.2 The Councils acknowledge that any and all Internal Costs, GMWB Costs and EAG costs set out in Schedule 2 shall only be recoverable if expressly included within the Annual Budget and approved by the Councils with appropriate evidence being provided on an open book basis.
- 11.2.3 Where the actual aggregate costs are likely to exceed the Annual Budget, such additional costs shall be met by the Councils in equal proportion unless otherwise agreed.
- 11.2.4 The Councils hereby agree that if one of the Councils carries out any work or incurs any cost or expenses to carry out any work or to incur any cost or expense that is not within the Annual Budget or scope of work set out in the Portfolio Business Case, that matter shall be referred by the Management Group to the GMWB for a decision as to whether such work, cost or expense is part of the MWGD or whether such work, cost or expense should be the entire responsibility of the Council so carrying it out or requesting it (as the case may be).
- 11.2.5 Payment of Internal costs will be made within thirty (30) Business Days of receipt by the Accountable Body of an appropriate invoice and supporting documents where required.

11.3 Contributions

11.3.1 Total contribution

It is acknowledged and agreed by the Councils that the discharge of the Councils' obligations in relation to the MWGD pursuant to this Agreement shall be funded from the allocation made by HMT ("**HMT Contribution**") and any contributions that the Councils may make from time to time.

11.3.2 HMT Contribution

- (a) It is acknowledged and agreed by the Councils that HMT's contribution shall be provided to the WG to transfer to the Accountable Body for and on behalf of the GMWB.
- (b) It is acknowledged and understood by the Councils that the HMT Contribution is subject to the following funding conditions:-
- (i) approval and adoption of the Governance and Assurance Framework (which the Councils have approved and attached at 03 (Governance and Assurance Framework) to this Agreement);
 - (ii) approval of and entry into this Agreement;
 - (iii) satisfying the five (5) yearly Gateway Reviews by HMT and it is acknowledged and agreed that the form of the Gateway Reviews including, but not limited to, any sanctions if key targets are not met shall be agreed with HMT and approved by the Councils pursuant to this Agreement as a "GMWB Matter";
 - (iv) any WG funding conditions to be proposed by the WG and approved pursuant to this Agreement by the Councils as a "GMWB Matter" pursuant to Clause 2.3 (Conditions Subsequent) and
 - (v) approval of the Portfolio Business Case

together the "**HMT Funding Conditions**".

- (c) Each Council acknowledges and agrees that:
 - (i) it accepts the HMT Funding Conditions and that it shall be bound by those conditions and shall not through any act or omission place the other Council in breach of any of those conditions; and
 - (ii) if any WG funding conditions remain to be agreed and if and when any such conditions are agreed pursuant to Clause 2.3 (Conditions Subsequent), each Council shall be bound by those conditions and shall not through any act or omission place the other Council in breach of any of those conditions.

11.3.3 **Audit**

- a) Each Council shall permit all records referred to in this Agreement to be examined and copied from time to time by the Accountable Body, or any representatives of the Accountable Body or any other representatives who reasonably require access to the same in order to undertake any audit of the funds received and spent pursuant to this Agreement.
- b) The Accountable Body shall arrange and procure any required external audit of the funds received and spent pursuant to this Agreement.
- c) Powys shall be responsible for the procurement of any internal Audit arrangement that may be required from time to time.

11.3.4 **Retention of Records**

The accounts referred to in this Clause 11 (Commitment of the Councils and Contributions) shall be retained for a period of at least ten (10) years after delivery of the MWGD pursuant to this Agreement.

11.3.5 **Transparency**

After the conclusion of each financial year the Treasurer will within a reasonable time in each year send to Powys a copy of the final accounts of the GMWB in connection with MWGD.

12. **MITIGATION**

Each Council shall at all time take all reasonable steps to minimise and mitigate any loss for which the relevant Council is entitled to bring a claim against the other Council pursuant to this Agreement.

13. **LIABILITY OF THE COUNCILS**

- 13.1 The Accountable Body shall indemnify and keep indemnified the other Council against any losses, claims, expenses, actions, demands, costs and liability suffered by that Council to the extent arising from any wilful default or breach by the Accountable Body of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Accountable Body or matters arising from any negligent act or omission in relation to such obligations).

- 13.2 No claim shall be made against the Accountable Body to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Accountable Body of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or breach by the Accountable Body under Clause 13.1 (Liability of Councils).
- 13.3 Powys shall indemnify and keep indemnified the Accountable Body against all losses, claims, expenses, actions, demands, costs and liabilities which the Accountable Body may incur by reason of or arising out of the carrying out by the Accountable Body of its obligations under this Agreement or arising from any wilful default or breach by Powys of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of Powys or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any breach by the Accountable Body of any such obligations.
- 13.4 The Councils agree and acknowledge that the amount to be paid to the Accountable Body by Powys under Clause 13.3 (Liability of Councils) shall be borne by Powys to the extent of its responsibility, however in the event that the responsibility is a shared one between the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount to be paid shall be divided between the Councils on an equal basis.
- 13.5 In the event of a claim under this Clause 13 (Liability of Councils) in which it is not reasonably practicable to determine the extent of responsibility as between the Councils, then the amount shall be divided amongst the Councils on an equal basis.
- 13.6 A Council who receives a claim for losses, expenses, actions, demands, costs and liabilities shall notify and provide details of such claim as soon as is reasonably practicable to the other Council.
- 13.7 No Council shall be indemnified in accordance with this Clause 13 (Liability of Councils) unless it has given notice in accordance with Clause 13.6 (Liability of Councils) to the other Council against whom it will be enforcing its right to an indemnity under this Agreement.
- 13.8 Each Council ("**Indemnifier**") shall not be responsible or be obliged to indemnify the other Council ("**Beneficiary**") to the extent that any insurances maintained by the Beneficiary at the relevant time provide an indemnity against the loss giving rise to such claim and to the extent that the Beneficiary recovers under such policy of insurance (save that the Indemnifier shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance).

14. **CONSEQUENCES OF TERMINATION**

- 14.1 If the Agreement is terminated in accordance with Clause 2.1 (Duration of the Agreement) or Clause 2.2 (Termination), save for the obligations set out in Clause 11 (Commitment of the Councils and Contributions), Clause 13 (Liability of the Councils), this Clause 14 (Consequences of Termination), Clause 15 (Intellectual Property) and Clause 16 (Confidentiality and Announcements), the Councils shall be released from their respective obligations described in this Agreement.
- 14.2 Where this Agreement is terminated in respect of that Council in accordance with Clause 2.2 (Termination):
- 14.2.1 any capital asset acquired and/or secured and/or owned and provided by such Defaulter for the purposes of the MWGD will remain in the ownership of the Defaulter and the Defaulter will reimburse the other Council its respective

contribution (if any) together with any reasonable costs incurred as a result of default;

- 14.2.2 the other Council may elect to continue or discontinue with any procurement and/or project forming part of the MWGD;
- 14.2.3 the Defaulting Council may elect to independently pursue the procurement of any project within its administrative area which was identified as part of the MWGD provided that it does so at its own cost without any access to any of the HMT Contribution or Councils' Contribution pursuant to this Agreement; and
- 14.2.4 the Defaulting Council shall indemnify the other Council against any costs and expenses directly incurred by that Council as a result of such termination.
- 14.2.5 the Defaulting Council shall be liable for any clawback of MWGD funds that may be requested by the by HMT or WG as a result of such termination.

15. **INTELLECTUAL PROPERTY**

- 15.1 Each Council will retain all Intellectual Property in its Material.
- 15.2 Each Council will grant to the other Council a non exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to the MWGD and any other purpose resulting from the MWGD whether or not the party granting the licence remains a party to this Agreement.
- 15.3 Without prejudice to Clause 15.1 (Intellectual Property), if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material will grant to all other Councils to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.
- 15.4 For the avoidance of doubt, any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement will have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 15.5 Each Council warrants that it has or will have the necessary rights to grant the licences set out in Clause 15.2 (Intellectual Property) and 15.3 (Intellectual Property) in respect of the IP Material to be licensed.
- 15.6 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council(s) making the request) to give full effect to the terms of this Agreement.

16. **CONFIDENTIALITY AND ANNOUNCEMENTS**

- 16.1 Each Council ("**Covenanter**") shall, both during the currency of this Agreement and at all times following its termination or expiry, keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) any Confidential Information about the business of and/or belonging to any other Council or third party which has come to its attention as a result of or in connection with this Agreement.
- 16.2 The obligation set out in Clause 16.1 (Confidentiality and Announcements) shall not relate to information which:-
- 16.2.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Covenanter or any other person to whom the Covenanter is permitted to disclose such information under this Agreement); or
 - 16.2.2 is required to be disclosed by law; or
 - 16.2.3 was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt; or
 - 16.2.4 is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies; or
 - 16.2.5 is necessary to be disclosed to provide relevant information to any insurer or insurance broker in connection with obtaining any insurance required by this Agreement.
- 16.3 Where disclosure is permitted under Clause 16.2.3 (Confidentiality and Announcements) or 16.2.4 (Confidentiality and Announcements), the recipient of the information shall be subject to a similar obligation of confidentiality as that contained in this Clause 16 (Confidentiality and Announcements) and the disclosing Council shall make this known to the recipient of the information.
- 16.4 No Council shall make any public statement or issue any press release or publish any other public document relating, connected with or arising out of this Agreement or any other agreement relating to the MWGD without the prior written consent of the other Councils.

17. **CONTRACTS (THIRD PARTY RIGHTS)**

The Councils as parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

18. **DISPUTE RESOLUTION**

- 18.1 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this Clause 18 (Dispute Resolution). The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this partnership) to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Councils.
- 18.2 In the event of any dispute or difference between the Councils relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) then save in relation to disputes or disagreements relating to a Matter Reserved To The Councils, the matter shall be dealt with as follows by referral in the first instance to the GMWB who shall meet within ten (10) Business Days of notification of the occurrence of such dispute and attempt to resolve the disputed matter in good faith.

- 18.3 In relation to a dispute or disagreement relating to a Matter Reserved To The Councils, or if the GMWB fails to resolve a dispute or disagreement within five (5) Business Days of meeting pursuant to Clause 18.2 (Dispute Resolution), or fails to meet in accordance with the timescales set out in Clause 18.2 (Dispute Resolution), then the Councils in dispute or the GMWB (as the case may be) may refer the matter for resolution to:-
- 18.3.1 the Chief Executive or Council Leader(s) (as appropriate) of the Councils; or
 - 18.3.2 mediation by such party as the Councils may agree; or
 - 18.3.3 the exclusive jurisdiction of the Courts of England and Wales otherwise.
- 18.4 Any dispute and/or disagreement to be determined by the Chief Executive(s) or Council Leaders (as appropriate), mediation or the Courts of England and Wales or such other body as agreed by the Councils (as the case may be) under this Agreement shall be promptly referred for determination to them.
- 18.5 The Councils shall on request promptly supply to the Chief Executive(s) or Council Leaders or mediator or the Courts of England and Wales (as the case may be) all such assistance, documents and information as may be required for the purpose of determination and the Councils shall use its reasonable endeavours to procure the prompt determination of such reference.
- 18.6 If a mediator is appointed to determine in dispute pursuant to Clause 18.3 (Dispute Resolution), then the mediator shall be deemed to act as an expert and not as an arbitrator and his determination shall (in the absence of manifest error) be conclusive and binding upon the Councils.
- 18.7 The costs of the resolution of any dispute and/or disagreement between the Councils under this Agreement shall be borne by the Councils on an equal basis to the dispute in question save as may be otherwise directed by the Chief Executive(s) or Council Leaders (as appropriate), the mediator or the Courts of England and Wales (as the case may be).
19. **DATA PROTECTION**
- 19.1 For the purposes of this Clause 19, "**controller**", "**processor**", "**data subject**", "**personal data**", "**personal data breach**" and "**processing**" shall have the meanings set out in the UK GDPR and "**process**" and "**processed**" when used in relation to the processing of personal data, will be construed accordingly. Any reference to personal data includes a reference to sensitive personal data, as applicable, whereby "**sensitive personal data**" means personal data that incorporates such categories of data as are listed in Article 9(1) of the UK GDPR.
- 19.2 The Councils acknowledge that the factual arrangements between them dictate the role of each Council in respect of Data Protection Laws. Notwithstanding the foregoing, the Councils anticipate that, for the purposes of this Agreement, each party shall be an independent controller of personal data.
- 19.3 Each Council agrees that in performing its obligations under this Agreement it shall comply with its obligations under Data Protection Laws.
- 19.4 Each Council shall:-
- 19.4.1 use all reasonable efforts to assist the other Council to comply with such obligations as are respectively imposed on them by the Data Protection Laws;

- 19.4.2 not, by its acts or omissions, cause the other Council to breach its respective obligations under the Data Protection Laws;
 - 19.4.3 implement and maintain appropriate technical and organisational measures sufficient to comply at least with the obligations imposed by the Security Requirements;
 - 19.4.4 notify the other relevant party(ies) promptly (and in any event within forty eight (48) hours) following its receipt of any Data Subject Request, Information Commissioner Correspondence or any other Third Party Request (a) insofar as it relates to the processing of the Data, and (b) to the extent permitted by law. In addition to providing the notice referred to in this Clause, such Council shall:
 - (a) only disclose Data in response to any Data Subject Request, Information Commissioner Correspondence or any other Third Party Request where it has obtained the other Council's prior written consent (unless required otherwise by law), and
 - (b) provide the other Council with all reasonable co-operation and assistance required by it in relation to any such Data Subject Request, Information Commissioner Correspondence or any other Third Party Request;
 - 19.4.5 notify the other Council promptly (and in any event within twenty-four (24) hours) upon becoming aware of any personal data breach and, together with such notice, shall provide a written description of the Personal Data Breach Particulars;
 - 19.4.6 ensure that any subcontractors enter into appropriate written data protection terms; and
 - 19.4.7 implement and maintain appropriate technical, organisational contractual and similar safeguards or measures required under the Data Protection Laws to ensure the rights and freedoms of data subjects and the adequate treatment of personal data, where processing is necessary in a territory outside of any originating territory.
- 19.5 Given the nature of this Agreement, the Councils do not envisage that either Council will process any personal data for or on behalf of the other Council as a data processor, under or in connection with this Agreement. Where and to the extent that in undertaking the obligations set out in this Agreement, a Council anticipates that the other Council will process any personal data for and on behalf of it, it shall notify the other Council and the Councils shall agree and enter into a supplemental agreement containing appropriate provisions in accordance with Article 28 of the UK GDPR, or as otherwise required by Data Protection Laws. In the event a supplemental agreement is not able to be agreed, the Councils acknowledge and agree that no further Processing of the personal data under this Agreement will be carried out until such supplemental agreement has been agreed and executed.
- 19.6 In the case of any material non-compliance by a Council, its employees and/or subcontractors with any of the obligations set out under this Clause 19, the Data Protection Laws and/or a Council's instructions in connection with the Processing of any personal data for and on behalf of it, the other Council may suspend data submission under this Agreement and/or require such Council to cease or suspend any processing of Data. This Clause 19 shall continue in full force and effect for a Council so long as such Council Processes any Data of the other Council to this Agreement.

19.7 Each Council shall indemnify and keep indemnified the other Council from and against all DP Losses suffered, incurred by or awarded against the other Council arising out of or in connection with claims and proceedings arising from any breach of such Council's obligations under this Clause 19 or such Council's failure to comply with the Data Protection Laws.

20. **FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION**

20.1 Each Council acknowledges that the other Councils are subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**") and the Councils shall comply with the Accountable Body's policy on FOIA in respect of these information disclosure obligations to the extent they relate to the MWGD.

20.2 Where a Council receives a request for information under either the FOIA or the EIR in relation to information which it is holding on behalf of any of the other Councils in relation to the MWGD, it shall:

20.2.1 transfer the request for information to the Accountable Body as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for information;

20.2.2 provide the Accountable Body with a copy of all information in its possession or power in the form the Accountable Body reasonably requires within ten (10) Business Days (or such longer period as the Accountable Body may specify) of the Accountable Body requesting that information; and

20.2.3 provide all necessary assistance as reasonably requested by the Accountable Body to enable the Accountable Body to respond to a request for information within the time for compliance set out in the FOIA or the EIR.

20.3 The Councils agree and acknowledge that the Accountable Body shall be responsible for co-ordinating any response on behalf of the relevant Councils to the extent they relate to the MWGD and all costs incurred shall be accounted for as GMWB Costs.

20.4 The Accountable Body shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or the EIR:

20.4.1 is exempt from disclosure under the FOIA or the EIR;

20.4.2 is to be disclosed in response to a request for information.

20.5 Each Council acknowledges that the Accountable Body may be obliged under the FOIA or the EIR to disclose information:

20.5.1 without consulting with the other Councils where it has not been practicable to achieve such consultation; or

20.5.2 following consultation with the other Councils and having taken their views into account.

21. **NOTICES**

21.1 Any notice or demand in connection with this Agreement to any Council shall be in writing and may be delivered by hand, prepaid first class post, special delivery post or email, addressed to the recipient at the address as the case may be set out below (or such other recipient address as may be notified in writing from time to time by a Council to the other Council):

Ceredigion Principal office address: Nueadd Cyngor Ceredigion Pernmorfa,
Aberaeon, Ceridigion, SA46 0PA

For the attention of: Corporate Manager: Legal Services

E-mail address: legal.helpdesk@ceredigion.gov.uk

Powys Principal office address: County Hall, Spa Road East, Llandrindod
Wells, Powys, LD1 5LG

For the attention of: The Head of Legal and Democratic
Services

E-mail address: clive.pinney@powys.gov.uk

21.2 The notice or demand shall be deemed to have been duly served:-

21.2.1 if delivered by hand, when left at the proper address for service;

21.2.2 if given or made by prepaid first class post or special delivery post, forty-eight (48) hours after being posted (excluding days other than Business Days);

21.2.3 if given or made by email, at the time of transmission,

provided that, where in the case of delivery by hand or email such delivery or transmission occurs either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

21.3 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

22. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to Clause 188 (Dispute Resolution), the English and Welsh Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

23. **ASSIGNMENTS**

23.1 The rights and obligations of the Councils under this Agreement shall not be assigned, novated or otherwise transferred (whether by virtue of any legislation or any scheme pursuant to any legislation or otherwise) to any person other than to any public body (being a single entity) acquiring the whole of the Agreement and having the legal capacity, power and authority to become a party to and to perform the obligations of the relevant Council under this Agreement being:

23.1.1 a Minister of the Crown pursuant to an Order under the Ministers of the Crown Act 1975; or

23.1.2 any Local Authority which has sufficient financial standing or financial resources to perform the obligations of the relevant Council under this Agreement.

24. **WAIVER**

24.1 No failure or delay by any Council to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy unless a waiver is given in writing by that Council.

24.2 Each Council shall pay their own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.

25. **ENTIRE AGREEMENT**

This Agreement contains all the terms which the parties have agreed in relation to the subject of this Agreement and supersedes any prior written or oral agreements, representations or understandings between the Councils relating to such subject matter. No Council has been induced to enter into this Agreement or any of these documents by statement or promise which they do not contain, save that this Clause shall not exclude any liability which one Council would otherwise have to the other in respect of any statements made fraudulently by that Council.

26. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts each of which so executed shall be an original but together shall constitute one and the same instrument.

27. **RELATIONSHIP OF COUNCILS**

Each Council is an independent body and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Councils of partnership or (except as expressly provided in this Agreement) of principal/agent or of employer/employee. No Council shall have the right to act on behalf of another nor to bind the other by contract or otherwise except to the extent expressly permitted by the terms of this Agreement. In particular for the avoidance of doubt, none of the provisions relating to the principles of working in partnership shall be taken to establish any partnership as defined by The Partnership Act 1890.

28. **STATUTORY RESPONSIBILITIES**

Notwithstanding anything apparently to the contrary in this Agreement, in carrying out their statutory duties, the discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

AS WITNESSED the duly authorised representatives of the Councils have signed this Agreement as a deed on the date written at the beginning of this Agreement.

Schedule 1

DELEGATIONS POLICY

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
KEY THEMES			
1. Approval of IAA3			Yes
2. Approval and adoption of any Business Plans			Yes
3. Approval and adoption of any updated Business Plans save to the extent any such update amounts to a material change to the prevailing Business Plan (in which case the decision to approve and adopt such updated Business Plan shall be a Matter Reserved to the Councils)		Yes	
FUNDING AND EXPENDITURE			
4. Approval of any increase to the Councils' Contribution			Yes
5. Approval of any disproportionate Internal Costs pursuant to Clause 11 (<i>Commitment of the Councils and Contributions</i>)		Yes	
6. Approval of expenditure within the approved Annual Budget of the Accountable Body held on behalf of the Councils set out in Clause 11.2 (<i>Annual Budget</i>)	Yes		
7. Approval of the Annual Budget pursuant to Clause 11.2 (<i>Annual Budget</i>)			Yes
8. Approval of additional expenditure over and above the approved Annual Budget of the Accountable Body held on behalf of the Councils set out in Clause 11.2 (<i>Annual Budget</i>)			Yes
9. To approve from time to time the distribution of the Annual Budget as between the different programmes and projects agreed as part of any MWGD or the Regional Growth Strategy		Yes	
10. Entering into (or agreeing to enter into) any borrowing arrangement on		Yes	

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
behalf of the Joint Committee and/or giving any security in respect of any such borrowing			
11. Accepting terms and conditions in relation to any third party funding for the MWGD		Yes	
GENERAL			
12. Replacement of the Accountable Body			Yes
13. Establishment of a sub-committee pursuant to this Agreement and determining their terms of reference and scope of delegation.		Yes	
14. Making any variations to or waiving any rights to or terminating any contracts signed by Council / the Accountable Body (other than this Agreement) which are material to the MGWD.		Yes	
15. Amendments to the terms of this Agreement			Yes
16. The engagement of (and terms of engagement of) any individual person where the value of the appointment does not exceed £50,000 per Accounting Period	Yes		
17. The engagement of (and terms of engagement of) any individual person where the value of the appointment does exceeding £50,000 per Accounting Period		Yes	
18. Commencing any claim, proceedings or other litigation brought by or settling or defending any claim, proceedings or other litigation brought against the Joint Committee or individual Party in relation to the MWGD, except in relation to debt collection in the ordinary course of business.		Yes	
19. Making any announcements or releases of whatever nature in relation to the Joint Committee and the MWGD.		Yes	
20. Creation of a local authority trading company under Local Government			Yes

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
Act 2003			
21. Any other matters not covered in this (<i>Delegations Policy</i>)			Yes

PART 1

MANAGEMENT GROUP TERMS OF REFERENCE

1. Status

- 1.1 The Group is a professional executive which supports and advises, and enacts the decisions of, the GMWB.
- 1.2 The Group does not have any formal decision-making powers (unless expressly granted by the GMWB or this Agreement) and will advise those officers of the GMWB, who have delegated powers, in the exercise of their powers.

2. Purpose of the group

- 2.1 To (a) co-ordinate professional advice to the GMWB; (b) to enact the decisions of the GMWB; (c) to oversee the deployment and management of the resources of the GMWB and (d) to be responsible for the performance management of the work-streams, programmes and projects of the GMWB.
- 2.2 The Group has the following specific roles and responsibilities:-

Strategic

- 2.2.1 to provide strategic advice on the development and delivery of the Vision for the GMWB;
- 2.2.2 to provide professional advice to the GMWB within the remit of the 8 thematic priorities identified in its vision;
- 2.2.3 to provide advice and co-ordination on matters of regional importance/relevance aligned with the remit of the work (economy & regeneration).
- 2.2.4 to co-ordinate lead officer engagement with UKG and WG on any strategic matter within the remit of GMWB.

Portfolio, Programme and Project Management

- 2.2.5 Act as the portfolio board to oversee the development, co-ordination and delivery of the Programmes and Projects within the MWGD and to oversee the development, co-ordination and delivery of other projects commissioned by the GMWB to deliver their Vision.

Resource Management

- 2.2.6 to support the Portfolio Management Office with the management of resources, as identified/agreed by the GMWB.

Performance Management

- 2.2.7 to oversee the management and reporting of performance for the programmes and projects of the GMWB; and
- 2.2.8 to oversee performance management and risk management reporting systems (that have been prepared in regular reporting by the Portfolio Management Office).

Administration and Communications

- 2.2.9 to support the governance structure and ensure its efficient operation;
- 2.2.10 to oversee a communications strategy (that has been co-ordinated by the Portfolio Management Office); and
- 2.2.11 to act as a "clearing house" for reports to the GMWB.

3. **Membership**

- 3.1 Portfolio Senior Responsible Owner – as appointed by the Councils
- 3.2 Operations Manager of the Portfolio Management Office (& relevant team members)
- 3.3 Lead Finance and Legal Officers (or their representatives) from the lead authority (as defined in Clause 6 of this Agreement).
- 3.4 Nominated senior officers from the Local Authorities (Councils)
- 3.5 Observers: UKG and WG Officials (as funders)

4. **Meeting Schedules**

- 4.1 Meetings will be held quarterly in advance of GMWB meetings.
- 4.2 However, extraordinary meetings will be convened where deemed necessary.

5. **Secretariat**

- 5.1 Secretariat for the Group will be provided by the Portfolio Management Office.

Portfolio Management Office (PoMO)

- 1. To provide a professional support team for the successful delivery of the agreed work programme of the GMWB as outlined within this Agreement (principally, the delivery of the MWGD Portfolio and implementation of the Regional Skills Partnership). The Operations Manager will lead on all aspects relating to the MGWD, and the Regional Skills Manager responsible for the RSP. These roles are line managed by nominated senior officers within the Councils and will be supported on a day to day basis by the Portfolio SROs and/or their nominated deputies.
- 2. To provide professional advice and direction to the GMWB, the Management Group and regional governance on key strategies in support of the Vision for Growing Mid Wales – with a particular focus on the aspects included in the MWGD and work of the Regional Skills Partnership;
- 3. To co-ordinate the development and delivery of MWGD Portfolio Business Case, on behalf of GMWB.
- 4. To maintain and manage performance management and risk management reporting systems to ensure good Portfolio management, with regular reporting to the Management Group and GMWB.

5. To develop and maintain a co-ordinated regional communications framework that align all aspects of work pertaining to this Agreement.
6. To work closely with regional governance structures and stakeholders to maximise the potential from GMWB's work, with a particular focus on ensuring business engagement.
7. To work with nominated civil servants from the UK and Welsh Governments on the operational delivery of the MWGD and RSP.
8. To work with the nominated lead authorities to co-ordinate the delivery of support services identified in Clause 6 of this Agreement (e.g. Procurement, Finance, Legal) – as agreed by the GMWB.
9. To be responsible for the day to day management of delegated resources:
 - a) To maintain an annual budget for the GMWB (in conjunction with the Accountable Body)
 - b) To oversee deployment of the Budget (with the permission of the GMWB)
 - c) To ensure value for money in the use of the budget; and
 - d) to co-ordinate the work of the Lead Authorities (Finance, Legal, Procurement) to appoint and enter into contracts with the approval of the GMWB and within the approved budget, in accordance with the policies of the lead authority as noted in Clause 6.

PART 2

ECONOMIC ADVISORY GROUP TERMS OF REFERENCE

1. Introduction

1.1 The Economic Advisory Group (EAG) has a vital role in supporting the MWGD and economic growth across the Mid Wales Region. The role of the EAG is to provide advice to the MGWD on the MWGD Portfolio and its constituent Programmes and Projects that emerge as it develops. Its role is to provide strategic advice and input on ensuring that private sector needs and investment leverage potential are considered when making decisions about funding allocations. The role of the EAG is advisory and an essential part of progressing the GMWD.

1.2 The main objectives of the EAG will be to :

- Provide a business voice on the MWGD to the GMWB
- Champion the MWGD at a strategic level reflecting the need for investment in the Mid Wales economy.
- Provide business experience and expertise to assist the GMWB to make funding decisions about emerging programmes and projects.
- To positively promote the MWGD within the Mid Wales Business Community.

2. Responsibilities of the EAG

2.1 The key role of the EAG is to provide a business sector view on the MWGD and in particularly the programmes and projects that emerge during its lifetime.

2.2 The EAG will use the Portfolio Business Case, that has been developed over the last two years, as a basis for assessing the investment needs of the emerging programmes and projects.

3. Membership of the EAG

3.1 The EAG members will be from the private sector and will include representatives from the Mid Wales Region.

3.2 The Leaders for Powys and Ceredigion will appoint EAG members based on criteria which will include experience and knowledge of the region's needs, leadership qualities and business experience.

3.3 The Chief Executive officer of each Council or their nominated representative shall be entitled to attend meetings of the EAG as advisers.

3.4 The Leaders of each Council shall be entitled to attend meetings of the EAG as observers.

3.5 All EAG members will usually serve a 2-year term at the end of which they may end their term or seek reaffirmation by standing for re-nomination.

3.6 The EAG will consist of no more than six members. The membership will be drawn from business leaders both within and outside Mid Wales, however, all members will have a knowledge and interest in the growth of the Mid Wales economy. The Council

Leaders will have the discretion to appoint additional representatives in exceptional circumstances if it is deemed that this will enhance the work of the EAG.

4. EAG Leadership

- 4.1 As EAG members will have considerable collective leadership experience and knowledge, the panel will not require a Chair or Vice Chair.
- 4.2 The EAG will be made up of no more than 6 members and will report on a regular basis directly to the Leaders and/or SRO's/Chief Executives of the local authorities representing the region.
- 4.3 A representative from the EAG will be invited to attend Board meetings on a rotating basis subject to EAG member availability.

5. EAG Meetings

- 5.1 The EAG will meet a minimum of 4 times per year or more frequently depending on the development of the Growth Deals programmes and projects. Meetings may be facilitated from time to time to assist with information sharing, debate and collective conclusions with facilitation being provided by the GMW team.
- 5.2 It is expected that the EAG will provide a collective view on the information presented for comment but if there is a divergence of view it is important that this is communicated in the feedback provided to the GMWB.
- 5.3 If any EAG member develops a personal, business or financial interest in any of the programs and/or projects that form part of the MWGD they will immediately step down as an EAG representative and will take no further part in the role of the EAG. It will be for EAG Members to declare any interest at the earliest opportunity.
- 5.4 EAG members will be expected to conduct themselves in accordance with the 'seven principles of public life' (known as the Nolan Principles). These principles are set out at the end of this Terms of Reference.
- 5.5 Subgroups may be used to consider matters in depth or particular pieces of work. These subgroups may contain membership from both the EAG and other groups.
- 5.6 Minutes will be distributed by e-mail as soon after the meeting as possible for comment and will include a record of decisions, actions and discussions.
- 5.7 Secretariat will be provided by Powys County Council. The Welsh and English Languages will have equal status, and the EAG will work to the Welsh Language standards set out in this IAA.
- 5.8 Meetings of the EAG will be quorate if a minimum of four members are in attendance.
- 5.9 Travelling expenses/subsistence will be paid at the Accountable Body rate for attendance at EAG meetings but no other payment or reimbursement will be made.

6. Communication

- 6.1 The views of the EAG will be communicated to others, including Welsh Government and UKG, and will also be included in reports to the GMWB and will subsequently be made public. No attribution will be given to any specific member of the EAG.

- 6.2 The GMWB may, from time to time, issue communications with businesses in the region on the development of the MWGD which may include the views expressed by the EAG. In such circumstances a draft press release will be circulated to EAG Members to ensure any reference made to the EAG's comments are accurate before being released.

EAG Code of Conduct

Members of the EAG are required to declare any personal or financial interests in any of the business of the EAG meeting at the commencement of meetings.

The EAG members will be expected to conduct themselves in accordance with the "seven principles of public life" set out by the Committee Standards in Public Life (the Nolan Committee) these are:

Selflessness

Holders of public office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their families or their friends.

Integrity

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

Objectivity

In carrying out public business, including making public appointments, awarding contracts or recommending individuals for awards and benefits, holders of public office should make choices on merit.

Accountability

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to whatever scrutiny is appropriate to their office.

Openness

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

Honesty

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

Leadership

Holders of public office should promote and support these principles by leadership and example.

PART 3

REGIONAL SKILLS PARTNERSHIP TERMS OF REFERENCE

1. **Name**

- 1.1 The name and current working title of the RSP shall be the Regional Skills Partnership (the “**RSP**”) for Mid Wales, Partneriaeth Sgiliau Rhanbarthol, Canolbarth Cymru.

2. **Vision**

To align the public and private sectors in order to address the supply and demand issues for an effective agile workforce, with the appropriate skill level to attract inward investment to the Mid Wales Region and improve communication networks between sectors to understand and identify learning and career pathways into appropriate long term employment for the citizens of the Mid Wales.

3. **Mission**

- 3.1 The RSP will act as a stakeholder group engaging and consulting with specific sectors, industries and regions:

3.1.1 to identify and respond to the needs of employers and learners across the Mid Wales Region;

3.1.2 to engage with employers, sectors and stakeholders to identify current and future skills needs across the Mid Wales Region and plan accordingly;

3.1.3 to align activity to future demand and stimulate innovation through learning and employment;

3.1.4 to enable an inclusive regional response to WG policy and initiatives; and

3.1.5 to align activity with the skills requirements of the GMWB.

4. **Our Objectives**

- 4.1 Establish methodologies to identify future employment opportunities across all sectors.

- 4.2 Establish a curriculum strategy group to align learning pathways and progression routes for all learners from KS4/5 into work-based learning training programmes / Further Education / Higher Education or a regional apprenticeship scheme or occupational schemes.

- 4.3 Introduce Higher Education degree and masters courses aligned to the future skills agenda for employment opportunities in the Mid Wales Region.

- 4.4 Establish a regional apprenticeship scheme (including shared apprenticeships) that bridges and aligns public and private sectors and which recognizes the transferability of skills.

- 4.5 Produce innovative career guidance for all learners in the Mid Wales Region to link learning and career pathways.

- 4.6 Develop the concept of ‘Centres of Excellence’ in the Mid Wales Region.

- 4.7 Work with a range of partners to ensure opportunities for career-long support for upskilling the current workforce, including those in short term employment.
- 4.8 All of the actions would be underpinned by a strong bilingual focus contributing, via the unique bilingual education system and workforce across the Mid Wales Region, to the vision of a million Welsh speakers by 2050.

5. **Membership**

5.1 The membership will consist of those in the table below:

Membership of the RSP	
2 x Higher Education Representatives	One representative from each of the Universities (Aberystwyth and UWTSU)
2 x Further Education Representatives	One representative from each of the colleges (NPTC and Coleg Sir Gâr)
2 x Education & Skills Representatives	One officer from each Council
2 x Strategic Workforce Planning leads	One officer from each Council
2 x Regeneration Representatives	One officer from each Council
2 x Health Representatives	One representative from each of the Health Boards (Powys Teaching Health Board and Hywel Dda Health Board)
Training providers	National Training Federation for Wales + WBL providers from each LA
<p>Industry / Employers</p> <p>The Strategic Growth Priorities for Growing Mid Wales are</p> <p>Agriculture, Food & Drink</p> <p>Transport</p> <p>Supporting Enterprise</p> <p>Skills & Employment</p> <p>Energy</p> <p>Strengthened Tourism Offer</p> <p>Applied Research & Innovation</p> <p>Digital</p> <p>These areas should all be covered by the representation that is proposed for the RSP.</p>	<p>A representative each from the sectors derived from those identified in AECOM Report:</p> <ol style="list-style-type: none"> 1. Tourism – to include hospitality and catering 2. Manufacturing 3. Agriculture and the land-based economy 4. Public Services – which might include local and national government, emergency services & defence 5. Foundation sectors* 6. Digital Services (this group is in addition to the AECOM-defined groups) <p>*This “sector” is particularly significant in its relative scale in the Mid Wales Region and includes infrastructure, utilities, food processing, retailing and distribution, and health, education and welfare. This would merit further breakdown, with particular merit in prioritizing considering representation from health and social care (education is represented in other segments)</p>

Economic Advisory Group Mid Wales	Representative to be nominated
Growing Mid Wales Board	One Representative to nominated by each Council
Careers Wales	
Job Centre Plus	
RSP Manager	
Other	Other industry, employer groups, higher education institutions or third sector partners to be invited as required. These could include local voluntary associations and education or training partners from outside the two authorities who might wish to work within the two authorities, or who can offer routes into education or training for the people of the Mid Wales region.

- 5.2 Observer members and co-opted experts may be invited as needs arise.
- 5.3 Membership to the RSP shall be for a one (1) year term. Members shall be eligible for re-nomination.
- 5.4 The RSP shall appoint a Chair and Vice-Chair at its first meeting bi-annually. If it is necessary for the RSP to appoint an Interim Chair, the appointment will be reviewed every 3 months.
- 5.5 Failure to attend three consecutive RSP meetings will result in a new nomination being sought to represent the sector / stakeholder group.
- 5.6 The secretariat function will be fulfilled by the officers employed to undertake the work of the Regional Skills Partnership.
- 5.7 Members may appoint substitutes to represent their sector when necessary, all names of nominated substitutes to be sent to the Secretariat in advance of the meetings.

6. Core Principles and Responsibilities

- 6.1 Members of the RSP shall be expected to work on the basis of mutual support, shared values and a culture of joint working and collaboration.
- 6.2 Members of the RSP shall commit to the Nolan Principles:-
- 6.2.1 **Integrity** – members should avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work;
- 6.2.2 **Objectivity** – Members should act and take decisions impartially, fairly and on merit and for the widest benefit of others;
- 6.2.3 **Accountability** – Every Member will act on behalf of the stakeholders or groups they represent, and it is expected that every member will ensure that reasonable arrangements are in place to report back on their work;
- 6.2.4 **Openness** – Members should act and take decisions in an open and transparent manner;

- 6.2.5 **Confidentiality** – Every Member should respect confidentiality, and where relevant ensure that confidential material is protected and that it is not use without permission from the RSP (as a collective) or for private purposes;
- 6.2.6 **Accountability** – Every Member is accountable to the public for their decisions and must submit themselves to scrutiny if necessary;
- 6.2.7 **Honesty** – Every Member should be truthful;
- 6.2.8 **Declarations** – Every Member should declare any interest that could influence discussions or decisions taken by the RSP, and they will be recorded by the secretariat; and
- 6.2.9 **Promoting equality and respect for others** – Every Member should undertake their responsibilities with due regard to the need to promote equal opportunity for all and demonstrate respect and consideration towards others.

7. **Members Obligations:**

- 7.1 Members of the RSP are expected to:
 - 7.1.1 co-operate strategically on behalf of stakeholders across the Mid Wales Region;
 - 7.1.2 attend regular meetings of the RSP;
 - 7.1.3 prepare thoroughly for all meetings by reading the minutes and accompanying papers as well as to contact and discuss any matter that is relevant to the work of the RSP with others they represent as required;
 - 7.1.4 contribute to meaningful discussions at RSP meetings and to listen, give due consideration to and respect the opinions and views of others;
 - 7.1.5 communicate information about any work or development relevant to their sector;
 - 7.1.6 convey and promote the decisions of the RSP within their sector and repost, on a regular basis, the work of the RSP;
 - 7.1.7 recognise and respect the worth and contribution of each member;
 - 7.1.8 represent the RSP effectively on other groups, forums and partnerships as required and to ensure that the views of the RSP are conveyed clearly and firmly on all occasions; and
 - 7.1.9 participate in meetings, events and other activities organised by the RSP from time to time.

8. **Operational Procedures of the RSP**

- 8.1 The Regional Skills Partnership host organisation will be Powys who will fulfil the administrative and financial functions of the RSP and shall be responsible for providing secretariat functions to the RSP.
- 8.2 Meetings of the RSP are to be scheduled on a bi-monthly basis and will be reviewed as necessary; however, it shall be a requirement for the RSP to meet at least once every quarter.

- 8.3 The Chair of the RSP shall be responsible for calling meetings of the RSP with the support of the secretariat.
- 8.4 The secretariat shall provide written notice of the time, date and location of the RSP meeting to all members at least 10 working days before the date proposed for the meeting.
- 8.5 If a member of the RSP wishes to include an item on the agenda of the RSP meeting, they should notify the secretariat at least 5 working days prior to the date of the meeting. The Chair of the RSP and secretariat shall agree the final content of the agenda for the RSP meeting.
- 8.6 If a member of the RSP wishes to present a written report to the RSP, they should ensure that the secretariat receives an electronic version of the report at least 7 working days before the date of the meeting. The Chair of the RSP has the discretion to add any items that are of an urgent or informative nature that would benefit discussion at the meeting.
- 8.7 The secretariat shall distribute the final agenda and reports for the RSP meeting electronically at least 5 working days before the date of the meeting.
- 8.8 For RSP meetings, 6 members (including the Chair or the Vice-Chair in the Chair's absence) shall comprise a quorum.
- 8.9 The RSP shall conduct its business in an open and transparent way and in a spirit of consensus and mutual respect. Therefore, the RSP shall endeavour to arrive at a decision on matters by consensus. If consensus cannot be reached, the Chair of the RSP shall ask for a vote and a simple majority shall carry the vote. If necessary, the Chair of the RSP shall ask for a second vote or shall use their casting vote.
- 8.10 It shall be expected that decisions of the RSP will be implemented. However, where executive authority is required, decisions shall be referred to the decision-making bodies of individual authorities / stakeholders for consideration and the outcomes of these considerations shall be reported back to the RSP.
- 8.11 The secretariat shall be responsible for keeping minutes of the RSP and distributing them to members of the RSP
- 8.12 Copies of these minutes shall be made available by the secretariat on request
- 8.13 The Welsh and English languages have equal status and the RSP will work to Ceredigion's Welsh Language Standards.

9. **Accountability and Resources**

- 9.1 Powys as the host of the RSP will monitor and be accountable for the financial management of the RSP to ensure that the funder's and financial guidelines of the Councils are followed.
- 9.2 Scrutiny of the RSP will be undertaken through the democratic process of the Councils and through regular updates to the Councils' representative groups (Chief Executives; Regeneration and Education Directors)
- 9.3 **Finance:** WG currently supports the Regional Skills Partnerships, each at a cost of circa £165k per year. Funding is distributed through the Welsh Local Government Association upon receipt of a quarterly claim. Funding is currently awarded annually.

10. **Amending the Constitution**

- 10.1 The RSP shall undertake an annual self-assessment to assess the effectiveness of the RSP, including its future consideration.
- 10.2 The RSP shall review the terms of reference on an annual basis and amend it as necessary.

11. **Commitment**

Each member shall sign a copy of the RSP's terms of reference on behalf of the organisation they represent, as a sign of their support and commitment to the vision, mission and objectives of the Regional Skills Partnership for Mid Wales, Partneriaeth Sgiliau Rhanbarthol Canolbarth Cymru.

PART 4

JOINT OVERVIEW AND SCRUTINY SUB-COMMITTEE TERMS OF REFERENCE

1. **Membership**
 - 1.1 The Joint Overview and Scrutiny Sub-Committee shall comprise of 10 members in total.
 - 1.2 The Councils shall each appoint 5 individuals to the Joint Overview and Scrutiny Sub-Committee (“**JOSSC**”), ensuring political balance.
 - 1.3 Executive members of the Councils shall not be members of the JOSSC.
 - 1.4 Two nominated substitutes will be allowed for the representatives set out above provided that the substitutes are not involved in and have not attended meetings of the GMWB or EAG.
 - 1.5 Each Council may send a substitute from their own Council if they are unable to attend, but this may not be a member of the Council’s executive and should be a member of each Council’s relevant scrutiny committees and same political group. A substitute will be able to vote in the absence of his/her principal.
 2. **Purpose**
 - 2.1 The purpose of the Joint Overview & Scrutiny Sub-Committee shall be:
 - 2.1.1 performing the overview and scrutiny function for the MWGD on behalf of the Councils, to:
 - (a) review and or scrutinise decisions made, or other action taken, in connection with the discharge of any of the GMWB’s functions;
 - (b) make reports or recommendations to the GMWB or its executive officers with respect to the discharge of any of those functions;
 - (c) make reports or recommendations to the GMWB or its executive officers on matters which affect the area or the inhabitants of that area;
 - (d) exercise such other functions as the GMWB may determine.
 - 2.1.2 To develop a Forward Work Programme annually, reflecting the functions under clause 2.1.1 above.
- For the period post Final Deal Agreement (Delivery):***
- 2.1.3 to seek reassurance and consider if the MWGD is delivering in accordance with this Agreement, the agreed Portfolio Business Case, and timetable, and/or is being managed effectively;
 - 2.1.4 to monitor the delivery of the MWGD regional projects against agreed portfolio/programme/project plans;
 - 2.1.5 to make any reports and recommendations to the Councils, whether to their executive boards or Full Council as appropriate, in respect of any function which has been delegated to the GMWB pursuant to this Agreement;

2.1.6 For the avoidance of doubt, scrutiny of an individual Councils' projects shall be a matter for the relevant Council's Scrutiny Committee.

3. **Chair**

3.1 The Chair and Vice-Chair of the JOSSC shall be elected by the JOSSC at its first meeting for a one (1) year term and then on annual basis.

3.2 The position of Chair and Vice-Chair will rotate between the Councils on an annual basis.

3.3 The JOSSC will elect a Chair and Vice-Chair from the membership of the committee. Substitute members will not be eligible for election as the Chair or Vice-Chair.

4. **Voting**

4.1 Each member of the JOSSC shall have one vote. Decisions of the JOSSC shall be made by simple majority vote.

4.2 In the event of an equal number of votes for and against a decision the Chair of the JOSSC shall have a casting vote.

5. **Conflicts of Interest**

Members of the JOSSC must declare any interest either before or during the meetings of the JOSSC (and withdraw from that meeting if necessary) in accordance with their respective Council's Code of Conduct or as required by law.

6. **Proceedings of Meetings**

6.1 The rules of procedure of the Monitoring Officer in respect of scrutiny shall apply to meetings of the JOSSC.

6.2 Members of the JOSSC shall be subject to the Codes of Conduct for Members of their respective Council.

6.3 Meetings may be rearranged, cancelled or additional meetings scheduled with the agreement of the Chair.

6.4 Each meeting will be recorded through the production of notes which will be made available to the public online after the meeting with the exception of any exempt or confidential information. Notes of meetings will usually be brief, containing a summary of discussions, action points and recommendations.

6.5 The JOSSC is not a decision-making body, and the Chair should aim to facilitate consensual agreement on matters under consideration. Where a consensus cannot be reached, the Chair shall present the split views of the committee to the GMWB.

7. **Quorum**

The quorum for meetings shall be no less than 4 Members, which must include at least 2 Members from each of the 2 Councils.

8. **Frequency**

The JOSSC shall meet at least quarterly, having regard of the GMWB Meetings. Additional meetings may be convened by the Chair on at least 10 Business Days' notice.

9. **Allowances**

No allowances shall be paid by the Councils in respect of the role and work undertaken by the JOSSC in connection with the MWGD.

10. **Sub-Groups**

The JOSSC by agreement may create Task and Finish Groups.

11. **Review**

The Terms of reference of the JOSSC shall be reviewed annually.

Schedule 2

HEADS OF EXPENDITURE

1. The following is a non-exhaustive list of the heads of expenditure that may be incurred by the Councils in connection with the MWGD:-
 - 1.1 "**Internal Costs**" means the costs associated with each Council providing internal Council resources in relation to the MWGD which includes but is not limited to:
 - 1.1.1 Staffing costs and associated overheads
 - 1.1.2 Project management / technical & admin support
 - 1.1.3 Communications
 - 1.1.4 costs incurred in respect of managing FOIA requests pursuant to Clause 20 (Freedom of Information and Environmental Information)
 - 1.2 "**GMWB Costs**" means the operational and management costs of the GMWB which includes but is not limited to
 - 1.2.1 Staffing costs and associated overheads
 - 1.2.2 Project management / technical & admin support
 - 1.2.3 Communications
 - 1.2.4 Translation Costs
 - 1.3 "**EAG Costs**" means the travel and subsistence costs of EAG members incurred in connection with the discharge of their duties in respect of the MWGD.
 - 1.4 For the avoidance of doubt, Internal Costs, GMWB Costs and EAG Costs do not include any revenue costs or capital investment relating to the implementation of any project pursuant to an Annual Business Plan.

Schedule 3

GOVERNANCE AND ASSURANCE FRAMEWORK



Microsoft Word
Document

Schedule 4

PORTFOLIO BUSINESS CASE



GMW_PBC_Portfolio
Business Case v1.docx

The Common Seal of **CYNGOR SIR**)
CEREDIGION COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

.....
Corporate Lead Officer
Legal & Governance Services

The Common Seal of **POWYS COUNTY**)
COUNCIL was hereunto affixed)
in the presence of:-)

.....
Head of Legal and Democratic Services
A duly authorised officer

This page is intentionally left blank



ADRODDIAD I FWRDD TYFU CANOLBARTH CYMRU

15 Rhagfyr 2021

TEITL:	Ffurflen Flynyddol ar gyfer y flwyddyn ddaeth i ben 31 Mawrth 2021
AWDUR:	Justin Davies – Rheolwr Corfforaethol Cyllid Craidd – Ceredigion

1. Pwrpas yr Adroddiad

1.1. I ystyried ac i gymeradwyo y Ffurflen Flynyddol ar gyfer y flwyddyn ddaeth i ben 31 Mawrth 2021.

2. Penderfyniad(au) a Geisir

2.1. I gymeradwyo y Ffurflen Flynyddol ar gyfer y flwyddyn ddaeth i ben 31 Mawrth 2021.

3. Cefndir ac Ystyriaethau Perthnasol

3.1. Mae rheoliad 10(1) o Reoliadau Cyfrifon ac Archwilio (Cymru) 2014 (fel y'u diwygiwyd) yn ei gwneud yn ofynnol i Swyddog Ariannol Cyfrifol Bwrdd Tyfu Canolbarth Cymru lofnodi a dyddio'r datganiad o gyfrifon, ac ardystio ei fod yn cyflwyno darlun gwir a theg o sefyllfa ariannol y corff ar ddiwedd y flwyddyn y mae'n berthnasol iddi, ac o incwm a gwariant y corff hwnnw am y flwyddyn honno.

3.2. Mae trafodion ariannol Cyd Bwyllgor Tyfu Canolbarth Cymru ar gyfer y flwyddyn ddaeth i ben 31 Mawrth 2021 wedi eu crynhoi yn y Ffurflen Flynyddol, sydd wedi ei gynnwys yn Atodiad 2.

3.3. Mae Archwilio Cymru wedi archwilio y Ffurflen Flynyddol ac mae eu adroddiad wedi ei gynnwys yn Atodiad 1. Mae'r tystysgrif a'u barn archwiliad yn datgan – "Ein bwriad yw cyhoeddi tystysgrif ac adroddiad diamod ar gyfer y flwyddyn a ddaeth i ben ar 31 Mawrth 2021 ac nid oes unrhyw faterion o ran y farn yr ydym am dynnu eich sylw ati."

4. Argymhellion

4.1. Fod y Bwrdd yn cymeradwyo y Ffurflen Flynyddol ar gyfer y flwyddyn ddaeth i ben 31 Mawrth 2021.

5. Goblygiadau Cyfreithiol

5.1. Deddf Archwilio Cyhoeddus (Cymru) 2004, Deddf Llywodraeth Leol a Thai 1989.

6. Goblygiadau Adnoddau Dynol

6.1. Does dim goblygiadau AD.

7. Goblygiadau Ariannol

7.1. Ddim yn briodol

8. Atodiadau

- Atodiad 1: Tystysgrif a barn Archwilio Cymru
- Atodiad 2: Ffurflen flynyddol Tyfu Canolbarth Cymru am y flwyddyn a ddaeth i ben 31 Mawrth 2021

24 Cathedral Road / 24 Heol y Gadeirlan
Cardiff / Caerdydd
CF11 9LJ
Tel / Ffôn: 029 2032 0500
Fax / Ffacs: 029 2032 0600
Textphone / Ffôn testun: 029 2032 0660
info@audit.wales / post@archwilio.cymru
www.audit.wales / www.archwilio.cymru

Cyfeirnod: CJGMW21

Dyddiad cyhoeddi: 25 Tachwedd 2021

Annwyl Aelodau

Ffurflen flynyddol Tyfu Canolbarth Cymru am y flwyddyn a ddaeth i ben 31 Mawrth 2021

Mae'r archwilydd yn gyfrifol am roi barn:

- ynghylch a yw'r wybodaeth a gynhwysir yn y Ffurflen Flynyddol yn unol ag arferion priodol; ac
- a oes unrhyw faterion wedi dod i sylw'r archwilydd gan beri pryder nad yw deddfwriaeth a gofynion rheoliadol perthnasol wedi'u bodloni.

Cawsom y Ffurflen Flynyddol drafft ar gyfer y flwyddyn ariannol a ddaeth i ben ar 31 Mawrth 2021 yn unol â'r dyddiad cau y cytunwyd arno. Rydym wedi cwblhau ein gwaith archwilio ac rydym yn adrodd i chi am y materion sy'n codi o'n gwaith.

Tystysgrif a barn archwilio

Ein bwriad yw cyhoeddi tystysgrif ac adroddiad diamod ar gyfer y flwyddyn a ddaeth i ben ar 31 Mawrth 2021 ac nid oes unrhyw faterion o ran y farn yr ydym am dynnu eich sylw ati.

Materion yn ymwneud â rhoi barn amodol

Nid oes unrhyw faterion yn ymwneud â rhoi barn amodol i'w hadrodd.

Camddatganiadau yn y Ffurflen Flynyddol

Ni chanfuwyd unrhyw gamddatganiadau yn y Ffurflen Flynyddol.

Materion eraill nad ydynt yn effeithio ar ein barn

Nid oes unrhyw faterion eraill sy'n effeithio ar ein barn archwilio.

Yn gywir



Copi i

Clare James

Cyfarwyddwr Ymgysylltu

Cydbwyllgorau Llai yng Nghymru

Ffurflen Flynyddol ar gyfer y Flwyddyn a Ddaeth i Ben ar 31 Mawrth 2021

DEWIS IAITH

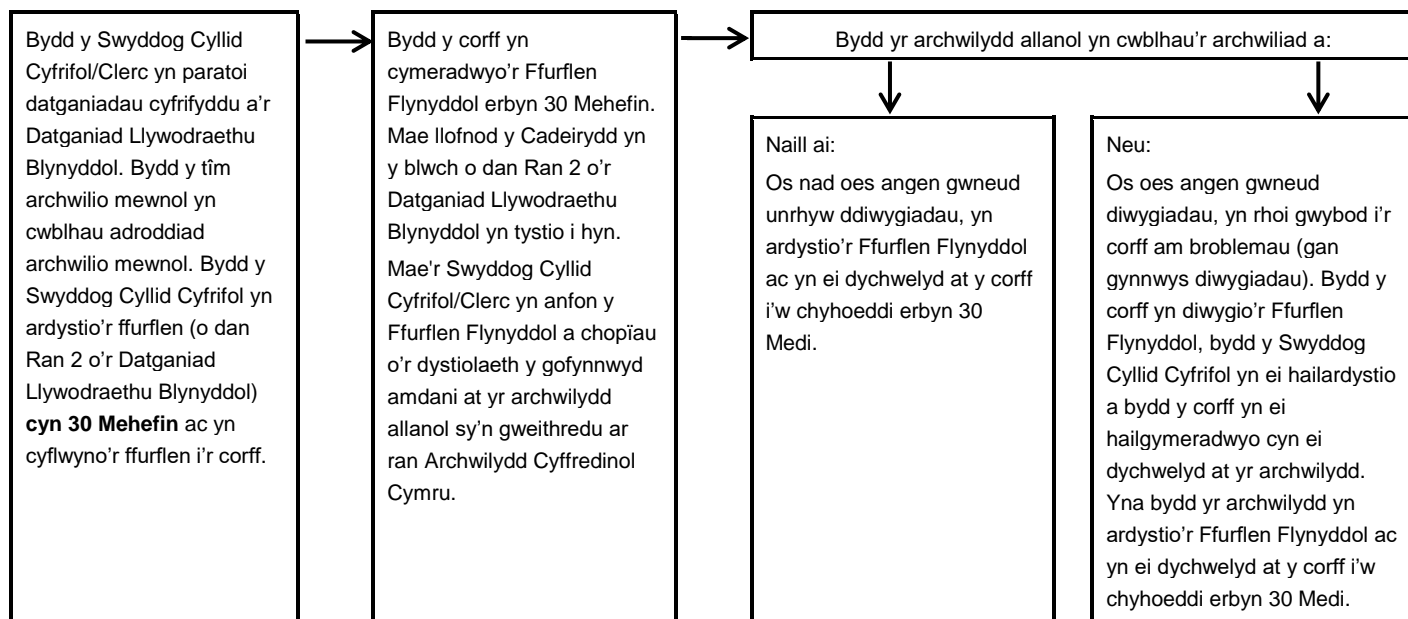
Nodwch sut yr hoffech i ni gyfathrebu â chi yn ystod yr archwiliad. Noder y bydd hysbysiadau archwilio yn cael eu cyhoeddi'n ddwyieithog.

		Ie	Na			Ie	Na			Ie	Na
SAESNEG	<input type="checkbox"/>	<input type="checkbox"/>		CYMRAEG	<input type="checkbox"/>	<input type="checkbox"/>		DWYIEITHOG	<input type="checkbox"/>	<input type="checkbox"/>	

Y CYFRIFON A'R BROSES ARCHWILIO

Mae Adran 12 o Ddeddf Archwilio Cyhoeddus (Cymru) 2004 yn ei gwneud yn ofynnol i gyrrff llywodraeth leol yng Nghymru (gan gynnwys cyd-bwyllgorau) lunio eu cyfrifon bob blwyddyn hyd at 31 Mawrth a sicrhau bod Archwilydd Cyffredinol Cymru yn archwilio'r cyfrifon hynny. Mae Rheoliad 14 o Reoliadau Cyfrifon ac Archwilio (Cymru) 2014 yn nodi bod yn rhaid i gyrrff llywodraeth leol llai h.y. y rhai hynny ag incwm a gwariant sy'n llai na £2.5 miliwn baratoi eu cyfrifon yn unol â'r arferion priodol.

Nodir yr arferion priodol ar gyfer cyd-bwyllgorau llai ag incwm a gwariant islaw £2.5 miliwn yng nghyhoeddiad Un Llais Cymru/Cymdeithas Clercod Cynghorau Lleol, **Governance and accountability for local councils in Wales – A Practitioners' Guide** (y Canllaw i Ymarferwyr). Mae'r Canllaw i Ymarferwyr yn ei gwneud yn ofynnol iddynt baratoi eu cyfrifon ar ffurf Ffurflen Flynyddol. Mae'r Ffurflen Flynyddol hon yn bodloni gofynion y Canllaw i Ymarferwyr. Mae'r cyfrifon a'r trefniadau archwilio yn dilyn y broses a nodir isod.



Darllenwch y canllawiau ar gwblhau'r Ffurflen Flynyddol hon a **chwblhewch bob adran mewn pinc**.

CYMERADWYO'R FFURFLEN FLYNYDDOL

Mae'n rhaid i'r Pwyllgor gymeradwyo'r Ffurflen Flynyddol CYN i'r cyfrifon a'r dogfennau ategol fod ar gael i'w harchwilio'n gyhoeddus o dan adran 30 o Ddeddf Archwilio Cyhoeddus (Cymru) 2004.

Os nad yw'n gallu cwblhau'r broses gymeradwyo erbyn 30 Mehefin 2021 neu gyhoeddi'r ffurflen a archwiliwyd erbyn 30 Medi, rhaid i'r Pwyllgor gyhoeddi hysbysiadau fel sy'n ofynnol yn ôl y Rheoliadau.

Yr archwilydd sy'n gweithredu ar ran yr Archwilydd Cyffredinol fydd yn cwblhau Tystysgrif Archwilio ac adroddiad Archwilydd Cyffredinol Cymru. **NI CHAIFF** y Clerc/Swyddog Cyllid Cyfrifol, y Cadeirydd na'r archwilydd mewnol eu cwblhau.

Caiff ffurflenni a archwiliwyd ac a ardystiwyd eu dychwelyd i'r corff at ddibenion cyhoeddi ac arddangos y datganiadau cyfrifyddu, y Datganiad Llywodraethu Blynnyddol a thystysgrif ac adroddiad Archwilydd Cyffredinol Cymru.

Datganiadau cyfrifyddu 2020-21 ar gyfer:

Enw'r corff:

Bwrdd Tyfu Canolbarth Cymru

	Y flwyddyn a ddaeth i ben		Nodiadau a chanllawiau i'r sawl sy'n llunio'r cyfrifon
	31 Mawrth 2020 (£)	31 Mawrth 2021 (£)	Dylech dalgrynnu'r holl ffigurau i'r £ agosaf. Peidiwch â gadael unrhyw flychau yn wag na chofnodi balansau o £0 neu ddim. Rhaid i bob ffigwr fod yn gyson â'r cofnodion ariannol sylfaenol ar gyfer y flwyddyn berthnasol.
Datganiad o incwm a gwariant/derbyniadau a thaliadau			
1. Balansau a ddygwyd ymlaen	0	0	Cyfanswm y balansau a'r cronfeydd wrth gefn ar ddechrau'r flwyddyn fel y'u cofnodwyd yn y cofnodion ariannol. Rhaid iddo fod yn gyson â Llinell 7 y flwyddyn flaenorol.
2. (+) Incwm o drethiant lleol/ardoll	0	98,783	Cyfanswm yr incwm a dderbyniwyd/derbyniadwy yn ystod y flwyddyn o drethiant lleol (praesept) neu ardoll/cyfraniad gan brif gyrrff.
3. (+) Cyfanswm derbyniadau eraill	0	98,783	Cyfanswm incwm neu dderbyniadau a gofnodwyd yn y llyfr arian parod namyn y symiau a gynhwysir yn llinell 2. Mae'n cynnwys grantiau cymorth, dewisol a reffeniw.
4. (-) Costau staff	0	104,196	Cyfanswm gwariant neu daliadau a wnaed i bob gweithiwr cyflogedig ac ar ei ran. Dylech gynnwys cyflogau, TWE ac Yswiriant Gwladol (cyflogeion a chyflogwyr), cyfraniadau pensiwn a threuliau cysylltiedig, e.e. costau terfynu.
5. (-) Llog ar fenthyciadau/ad-daliadau cyfalaf	0	0	Cyfanswm gwariant neu daliadau cyfalaf a llog a wnaed yn ystod y flwyddyn ar fenthyciadau allanol (os o gwbl).
6. (-) Cyfanswm taliadau eraill	0	93,370	Cyfanswm gwariant neu daliadau fel y'u cofnodwyd yn y llyfr arian parod namyn costau staff (Llinell 4) a llog ar fenthyciadau/ad-daliadau cyfalaf (Llinell 5).
7. (=) Balansau a gariwyd ymlaen	0	0	Cyfanswm y balansau a'r cronfeydd wrth gefn ar ddiwedd y flwyddyn. Rhaid iddo fod yn hafal i (1+2+3) – (4+5+6).
Datganiad o falansau			
8. (+) Dyledwyr	0	98,783	Cyfrifon incwm a gwariant yn unig: Nodwch werth dyledion sy'n ddyledus i'r corff.
9. (+) Cyfanswm arian parod a buddsoddiadau	0	-98,783	Pob cyfrif: Swm yr holl gyfrifon banc cyfredol a chadw, daliadau ariannol a buddsoddiadau a ddelir ar 31 Mawrth. Rhaid i hyn fod yn gyson â balans cysoni'r llyfr arian parod yn unol â'r cysoniad banc.
10. (-) Credydwyr	0	0	Cyfrifon incwm a gwariant yn unig: Nodwch werth yr arian sy'n ddyledus gan y corff (heblaw costau benthyg) ar ddiwedd y flwyddyn.
11. (=) Balansau a gariwyd ymlaen	0	0	Dylai cyfanswm y balansau fod yn gyson â llinell 7 uchod: Nodwch gyfanswm (8+9-10).
12. Cyfanswm asedau sefydlog ac asedau hirdymor	0	0	Gwerth cofrestr asedau a buddsoddiadau pob ased sefydlog, ynghyd ag unrhyw asedau hirdymor eraill a ddelir ar 31 Mawrth.
13. Cyfanswm benthyciadau	0	0	Balans cyfalaf dyledus pob benthygiad o drydydd partion ar 31 Mawrth (gan gynnwys PWLB).

Datganiad Llywodraethu Blynyddol (Rhan 1)

Rydym yn cydnabod, fel aelodau o'r Pwyllgor, ein cyfrifoldeb am sicrhau bod system rheolaeth fewnol gadarn ar waith, gan gynnwys paratoi'r datganiadau cyfrifyddu. Rydym yn cadarnhau, hyd eithaf ein gwybodaeth a'n cred, o ran y datganiadau cyfrifyddu ar gyfer y flwyddyn a ddaeth i ben 31 Mawrth 2021, ein bod wedi gwneud y canlynol:

	Cytunwyd?		Mae 'DO' yn golygu bod y Cyngor/Bwrdd/Pwyllgor wedi gwneud y canlynol:	Cyf y Dangosydd Perfformiad
	Do	Naddo*		
<p>1. Rydym wedi rhoi trefniadau ar waith ar gyfer:</p> <ul style="list-style-type: none"> gwaith rheoli ariannol effeithiol yn ystod y flwyddyn; a pharatoi a chymeradwyo'r datganiadau cyfrifyddu. 	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Pennu ei gyllideb a rheoli ei arian yn briodol a pharatoi a chymeradwyo ei ddatganiadau cyfrifyddu fel a ragnodir gan y gyfraith.	6, 12
<p>2. Cynnal system rheolaeth fewnol ddigonol, gan gynnwys mesurau a gynlluniwyd i atal a chanfod twyll a llygredd, ac adolygu ei heffeithiolrwydd.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Gwneud trefniadau priodol a derbyn cyfrifoldeb am warchod yr arian cyhoeddus a'r adnoddau dan ei reolaeth.	6, 7
<p>3. Rydym wedi cymryd yr holl gamau rhesymol i roi sicrwydd i ni'n hunain nad oes unrhyw achosion o ddiffyg cydymffurfio gwirioneddol na phosibl â chyfreithiau, rheoliadau na chodau ymarfer a allai gael effaith ariannol sylweddol ar allu'r Pwyllgor i gynnal ei fusnes nac ar ei sefyllfa ariannol.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ond wedi gwneud pethau y mae ganddo'r pŵer cyfreithiol i'w gwneud ac wedi cydymffurfio â chodau ymarfer a safonau wrth wneud hynny.	6
<p>4. Rydym wedi darparu cyfle priodol i etholwyr arfer eu hawliau yn unol â gofynion Rheoliadau Cyfrifon ac Archwilio (Cymru) 2014.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rhoi'r cyfle i bob unigolyn â diddordeb archwilio cyfrifon y corff yn unol â'r hyn a nodir yn yr hysbysiad o'r archwiliad.	6, 23
<p>5. Rydym wedi cynnal asesiad o'r risgiau sy'n wynebu'r Pwyllgor ac wedi cymryd camau priodol i reoli'r risgiau hynny, gan gynnwys cyflwyno rheolaethau mewnol a/neu yswiriant allanol lle y bo angen.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ystyried y risgiau ariannol a'r risgiau eraill a wynebwr ganddo wrth weithredu'r corff a delio â hwy'n briodol.	6, 9
<p>6. Rydym wedi cynnal system archwilio mewnol ddigonol ac effeithiol ar gyfer y cofnodion cyfrifyddu a'r systemau rheoli drwy gydol y flwyddyn ac wedi cael adroddiad gan yr archwilydd mewnol.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Trefnu i unigolyn cymwys, yn annibynnol ar y rheolaethau a'r gweithdrefnau ariannol, roi barn wrthrychol ar ba un a yw'r rhain yn diwallu anghenion y corff.	6, 8
<p>7. Rydym wedi ystyried a oes unrhyw ymglyfreitha, rhwymedigaethau neu ymrwymadau, digwyddiadau neu drafodion, a ddigwyddodd naill ai yn ystod y flwyddyn neu ar ôl i'r flwyddyn ddod i ben, wedi cael effaith ariannol ar y Pwyllgor a, lle y bo'n briodol, wedi eu cynnwys yn y datganiadau cyfrifyddu.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Datgelu popeth y dylai fod wedi ei ddatgelu am ei fusnes yn ystod y flwyddyn gan gynnwys digwyddiadau a ddigwyddodd ar ôl i'r flwyddyn ddod i ben os ydynt yn berthnasol.	6
<p>8. Rydym wedi cymryd camau priodol i fynd i'r afael â phob mater a godwyd mewn adroddiadau blaenorol gan archwilwyr mewnol ac allanol.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Ystyried a chymryd camau priodol i fynd i'r afael â phroblemau/gwendidau a ddygwyd i'w sylw gan archwilwyr mewnol ac allanol.	6, 8, 23

* Ar ddalen ar wahân, rhwch esboniadau i'r archwilydd allanol ar gyfer pob ymateb 'naddo' a roddwyd; a disgrifiwch pa gamau gweithredu sy'n cael eu cymryd i fynd i'r afael â'r gwendidau a nodwyd.

Nodiadau datgelu ychwanegol*

Darperir yr wybodaeth ganlynol i gynorthwyo'r darlennydd i ddeall y datganiad cyfrifyddu a/neu'r Datganiad Llywodraethu Blynyddol

1.


2.

3.

* Dylid cynnwys yma unrhyw ddatgeliadau ychwanegol sy'n angenrheidiol yn nhyb y Cyngor i gynorthwyo'r darlennydd i ddeall y datganiad cyfrifyddu a/neu'r datganiad llywodraethu blynyddol.

Cymeradwyaeth ac ardystiad y Pwyllgor

Y Pwyllgor sy'n gyfrifol am baratoi'r datganiadau cyfrifyddu a'r datganiad llywodraethu blynyddol yn unol â gofynion Deddf Archwilio Cyhoeddus (Cymru) 2004 (y Ddeddf) a Rheoliadau Cyfrifon ac Archwilio (Cymru) 2014.

Ardystiad gan y Swyddog Cyllid Cyfrifol Ardystiaf fod y datganiadau cyfrifyddu yn y Ffurflen Flynyddol hon yn rhoi darlun teg o sefyllfa ariannol y Pwyllgor, a'i incwm a'i wariant, neu'n cyflwyno'r derbyniadau a'r taliadau'n briodol, yn ôl y digwydd, ar gyfer y flwyddyn a ddaeth i ben ar 31 Mawrth 2021.	Cymeradwyaeth gan y Pwyllgor Cadarnhaf fod y datganiadau cyfrifyddu hyn a'r Datganiad Llywodraethu Blynyddol wedi eu cymeradwyo gan y Pwyllgor o dan gyfeirnod cofnod:
Llofnod y Swyddog Cyllid Cyfrifol: 	Cyfeirnod cofnod:
Enw: Justin Davies	Llofnod Cadeirydd y cyfarfod:
Dyddiad: 15/12/21	Enw:
	Dyddiad:

Tystysgrif Archwilio ac adroddiad Archwilydd Cyffredinol Cymru

Adroddaf mewn perthynas â'm harchwiliad o'r cyfrifon dan adran 13 o'r Ddeddf, pa un a yw unrhyw faterion a ddaw i'm sylw'n rhoi achos i bryderu na chydymffurfiwyd â deddfwriaeth berthnasol a gofynion rheoleiddiol. Cynhaliwyd fy archwiliad yn unol â chanllawiau a gyhoeddwyd gan Archwilydd Cyffredinol Cymru.

Ardystiaf fy mod wedi cwblhau'r archwiliad o'r Ffurflen Flynyddol ar gyfer y flwyddyn a ddaeth i ben ar 31 Mawrth 2021 ar gyfer:

Bwrdd Tyfu Canolbarth Cymru

Adroddiad yr Archwilydd Cyffredinol

--

Enw'r archwilydd allanol:

Llofnod yr archwilydd allanol:

Dyddiad:

Tros ac ar ran Archwilydd Cyffredinol Cymru

* Dileer fel y bo'n briodol.

Adroddiad archwilio mewnol Blynyddol ar gyfer:

Enw'r corff:

Bwrdd Tyfu Canolbarth Cymru

Mae archwiliad mewnol y Pwyllgor, gan weithredu'n annibynnol ac ar sail asesiad o risg, wedi cynnwys cynnal asesiad dewisol o gydymffurfiaeth â'r gweithdrefnau a'r rheolaethau perthnasol y disgwylir iddynt fod ar waith yn ystod y flwyddyn ariannol sy'n dod i ben 31 Mawrth 2021.

Cynhaliwyd yr archwiliad mewnol yn unol ag anghenion y Pwyllgor a'r gwaith a drefnwyd. Ar sail y canfyddiadau yn y meysydd a archwiliwyd, ceir crynodeb o gasgliadau'r archwiliad mewnol yn y tabl hwn. Nodir isod amcanion rheolaeth fewnol a chasgliadau'r archwiliad mewnol ar ba un a oedd yr amcanion canlynol o ran rheolaeth, ym mhob ffordd bwysig, yn cael eu bodloni drwy gydol y flwyddyn ariannol i safon sy'n ddigonol i ddiwallu anghenion y Pwyllgor.

	Cytunwyd?				Amlinelliad o'r gwaith a wnaed fel rhan o'r archwiliad mewnol (DS nid oes angen hyn os cyflwynwyd adroddiad archwilio mewnol manwl i'r corff)
	Do	Naddo*	Amh.	Heb ei gynnwys**	
1. Mae'r llyfrau cyfrifon priodol wedi'u cadw'n briodol drwy gydol y flwyddyn.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Adroddiad ar Archwiliad Mewnol Blynyddol Ceredigion 20/21 a gyflwynwyd ar 3 Mehefin 2021. Canfu'r Adroddiad nad oedd sylwadau anffafriol i'w gwneud am y systemau cyfrifyddu a bod gan y Cyngor systemau boddhaol ar gyfer rheolaeth fewnol. Adroddiad ar Archwiliad Mewnol Blynyddol Powys 20/21 a gyflwynwyd ar 30 Gorffennaf 2021. Canfu'r Adroddiad nad oedd sylwadau anffafriol i'w gwneud am y systemau cyfrifyddu a bod gan y Cyngor systemau boddhaol ar gyfer rheolaeth fewnol.
2. Bodlonwyd rheoliadau ariannol, ategwyd taliadau gan anfonebau, cymeradwywyd gwariant a rhoddwyd cyfrif priodol am TAW.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Gweler Ateb (1) Dim sylwadau anffafriol ynghylch cydymffurfiaeth â'r Rheoliadau Ariannol gan y naill bartner na'r llall.
3. Asesodd y corff y risgiau sylweddol i gyflawni ei amcanion ac adolygodd ddigonolrwydd y trefniadau ar gyfer eu rheoli.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Mae gan Tyfu Canolbarth Cymru gofrestr risg sy'n cael ei hadrodd i'r bwrdd o bryd i'w gilydd. Yn y fersiwn ddiweddaraf, dyddiedig 15 Medi 2021, mae 13 o gofnodion ac aseswyd bod 2 ohonynt yn rhai risg uchel. Wrth fwrw ymlaen mae angen perthynas glir rhwng cyflawni gwaith lliniaru a'r proffil lleihau risg.
4. Deilliodd y gofyniad blynyddol am braesept/ardoll/adnoddau o broses gyllidebu ddigonol, cafodd cynnydd	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Gweler Ateb (1)

	Cytunwyd?				Amlinelliad o'r gwaith a wnaed fel rhan o'r archwiliad mewnol (DS nid oes angen hyn os cyflwynwyd adroddiad archwilio mewnol manwl i'r corff)
	Do	Naddo*	Amh.	Heb ei gynnwys**	
yn erbyn y gyllideb ei fonitro'n rheolaidd, ac roedd y cronfeydd wrth gefn yn briodol.					Dim sylwadau anffafriol ynghylch cydymffurfiaeth â'r rheolaeth gyllidebol gan y naill bartner na'r llall.
5. Cafodd yr incwm disgwylidig ei dderbyn yn llawn, ar sail prisiau cywir, ei gofnodi'n briodol a'i fancio'n syth, a rhoddwyd cyfrif priodol am TAW.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Gweler Ateb (1) Dim sylwadau anffafriol ynghylch cydymffurfiaeth â'r Incwm Disgwylidig gan y naill bartner na'r llall.
6. Cefnogwyd taliadau arian mân yn briodol gan dderbynebau, cymeradwywyd gwariant a rhoddwyd cyfrif priodol am TAW.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Dim cyfrifon Arian Mân
7. Talwyd cyflogau i gyflogeion a lwfansau i aelodau yn unol â chymeradwyaethau a gofnodwyd, a chymhwyswyd gofynion TWE ac Yswiriant Gwladol yn briodol.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rhoddwyd cymeradwyaeth (wedi'i chofnodi) i ganiatáu'r taliadau cyflog O arolygu'r cyfrifiad cyflog a'r trafodion staffio, cadarnhawyd swm y gwariant a hawliwyd.
8. Roedd y cofrestrau asedau a buddsoddiadau yn gyflawn, yn gywir, ac yn cael eu cynnal yn briodol.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Dim asedau na buddsoddiadau

	Cytunwyd?				Amlinelliad o'r gwaith a wnaed fel rhan o'r archwiliad mewnol (DS nid oes angen hyn os cyflwynwyd adroddiad archwilio mewnol manwl i'r corff)
	Do	Naddo*	Amh.	Heb ei gynnwys**	
9. Cafodd cysoniadau cyfrifon banc cyfnodol ac ar ddiwedd y flwyddyn eu cynnal yn briodol.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Gweler Ateb (1) Dim sylwadau anffafriol yn adroddiad yr archwiliad mewnol blynyddol ynghylch cysoniadau banc gan y naill bartner na'r llall. Sicrwydd gan y partneriaid fod y cysoniadau banc yn gyfredol.
10. Cafodd datganiadau cyfrifyddu a baratowyd yn ystod y flwyddyn eu paratoi ar y sail gyfrifyddu gywir (derbyniadau a thaliadau/incwm a gwariant), roeddent yn gyson â'r llyfr arian parod, wedi'u hategu gan drywydd archwilio digonol o gofnodion sylfaenol, a, lle y bo'n briodol, cafodd dyledwyr a chredydwyr eu cofnodi'n briodol.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Gweler Ateb (1) Dim sylwadau anffafriol yn adroddiad yr archwiliad mewnol blynyddol ynghylch rheolaeth cyfrifyddu gan y naill bartner na'r llall. Datganiadau ariannol wedi'u darparu i'r archwilydd Mae'r cyfrif terfynol yn cytuno â'r trafodion yn y cyfrifyfrau.

Roedd rheolaethau digonol yn bodoli ar gyfer unrhyw feysydd risg a nodwyd gan y Cyngor/Bwrdd/Pwyllgor (rhestrwch unrhyw feysydd risg eraill isod neu ar ddalenni ar wahân os oes angen:

	Cytunwyd?				Amlinelliad o'r gwaith a wnaed fel rhan o'r archwiliad mewnol (DS nid oes angen hyn os cyflwynwyd adroddiad archwilio mewnol manwl i'r corff)
	Do	Naddo*	Amh.	Heb ei gynnwys**	
11. Cyllido a fforddiadwyedd. Y gallu i godi'r arian angenrheidiol.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Nodwyd camau lliniaru rhesymol ond nid oes amserlen. Dim arwydd yn y gofrestr risg o'r sgôr risg ar ôl cyflawni'r lliniaru.
12. Costau adeiladu a chostau chwyddiant. Effaith Covid a Brexit ar y gadwyn gyflenwi a llafur	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Nodwyd camau lliniaru rhesymol ond nid oes amserlen. Dim arwydd yn y gofrestr risg o'r sgôr risg ar ôl cyflawni'r lliniaru.

* Os atebwyd 'naddo', nodwch y goblygiadau a'r camau sy'n cael eu cymryd i fynd i'r afael ag unrhyw wendid rheoli a nodwyd (ychwanegwch ddalenni ar wahân os oes angen).

** Os atebwyd 'heb ei gynnwys', nodwch pryd y gwnaethpwyd y gwaith archwilio mewnol mwyaf diweddar yn y maes hwn a phryd y bwriedir ei wneud nesaf, neu os nad oes angen ei gynnwys, rhaid i'r archwilydd mewnol esbonio pam nad oes angen hynny.

[Mae fy nghanfyddiadau manwl a'm hargymhellion yr wyf yn eu dwyn i sylw'r Pwyllgor wedi'u cynnwys yn fy adroddiad manwl i'r Pwyllgor dyddiedig _____.] * Dileer os nad oes adroddiad wedi'i baratoi.

Cadarnhau archwiliad mewnol

Rwyf/Rydym yn cadarnhau nad wyf fi/ydym ni, fel archwilydd mewnol y Pwyllgor, wedi ymgymryd â swyddogaeth reoli na gweinyddol o fewn y corff (gan gynnwys paratoi'r cyfrifon) nac fel aelod o'r corff yn ystod y blynyddoedd ariannol 2019-20 a 2020-21. Cadarnhaf hefyd na fu unrhyw achos o wrthdaro buddiannau ynghylch fy mhenodiad.

Enw'r unigolyn a gynhaliodd yr archwiliad mewnol: Ian Halstead, Assistant Director, SWAP Internal Audit Services

Llofnod yr unigolyn a gynhaliodd yr archwiliad mewnol:



Dyddiad: 22/09/21

Nodiadau cyfarwyddyd ar gwblhau'r Ffurflen Flynyddol

- Rhaid i chi gymhwyso arferion priodol wrth baratoi'r Ffurflen Flynyddol hon. Nodir yr arferion priodol yn y Canllaw i Ymarferwyr.
- Gwnewch yn siŵr bod y Ffurflen Flynyddol wedi ei chwblhau'n llawn, h.y. dim blychau coch gwag. Ceisiwch osgoi gwneud unrhyw ddiwygiadau i'r ffurflen wedi'i chwblhau. Os na allwch osgoi hyn, rhowch linell drwy'r cofnodion anghywir, sicrhewch fod y diwygiadau wedi'u tynnu at sylw'r corff gyda llythrennau cyntaf eich enw wrth eu hymyl a'ch bod wedi rhoi esboniad i'r archwilydd allanol. **Peidiwch â defnyddio hylif cywiro.** Caiff ffurflenni blynyddol anghyflawn neu rai sy'n cynnwys diwygiadau heb eu cymeradwyo a/neu eu hesbonio neu hylif cywiro eu dychwelyd heb eu harchwilio a gall olygu costau ychwanegol.
- Defnyddiwch ail bâr o lygaid, y Cadeirydd neu aelod efallai, i adolygu eich Ffurflen Flynyddol er mwyn sicrhau ei bod yn gyflawn cyn anfon y ffurflen wreiddiol at yr archwilydd.
- Gwnewch yn siŵr bod eich datganiadau cyfrifyddu yn gywir, bod y balans a gariwyd ymlaen o'r flwyddyn flaenorol (llynell 7 o 2020) yn cyfateb i'r balans a ddygwyd ymlaen yn y flwyddyn gyfredol (llynell 1 o 2021). Esboniwch unrhyw wahaniaethau rhwng ffigyrau 2020 ar y Ffurflen Flynyddol hon a'r symiau a gofnodwyd yn Ffurflen Flynyddol y llynedd.
- Rhowch esboniad llawn am unrhyw amrywiannau sylweddol yn y datganiadau ariannol. Peidiwch ag anfon copi o'ch cofnodion cyfrifyddu manwl yn lle'r esboniad hwn. Mae ar yr archwilydd allanol eisiau gwybod eich bod chi'n deall y rhesymau dros yr holl amrywiannau. Cofiwch gynnwys dadansoddiad manwl i ategu eich esboniad a byddwch yn benodol ynghylch gwerthoedd elfennau unigol sy'n gyfrifol am yr amrywiannau.
- Sicrhewch fod y copi o'r cysoniad banc y byddwch yn ei anfon at eich archwilydd gyda'r Ffurflen Flynyddol yn cynnwys eich **holl** gyfrifon banc a balansau ariannol. Os nad oes unrhyw eitemau cysoni, nodwch hyn a rhowch dystiolaeth o falansau'r banc. Dylai'r archwilydd allu gweld cyfatebiaeth rhwng eich cysoniad banc a llynell 9 yn y datganiadau cyfrifyddu. Ceir rhagor o gymorth ar gysoniadau banc yn y Canllaw i Ymarferwyr.
- Rhaid i chi anfon gwybodaeth at yr archwilydd allanol i ategu'r haeriadau a wneir yn y Datganiad Llywodraethu Blynyddol.** Bydd eich archwilydd yn dweud wrthyhych pa wybodaeth y mae angen i chi ei darparu. Sicrhewch eich bod yn darllen yr hysbysiad archwilio yn ofalus er mwyn sicrhau eich bod yn cynnwys yr holl wybodaeth y mae'r archwilydd wedi gofyn amdani. Dylech anfon **copïau** o'r cofnodion gwreiddiol at yr archwilydd allanol ac nid y dogfennau gwreiddiol eu hunain.
- Peidiwch ag anfon unrhyw wybodaeth at yr archwilydd nad yw wedi gofyn yn benodol amdani. Nid yw hyn o fudd.
- Os bydd rhaid i'r archwilydd adolygu gwybodaeth nad ofynnwyd amdani, gofyn eto am wybodaeth, neu os caiff gysoniad banc neu esboniad am amrywiannau sy'n anghyflawn neu os caiff ddogfennau gwreiddiol y mae'n rhaid eu dychwelyd, bydd yr archwilydd yn mynd i gostau ychwanegol y mae ganddo hawl i godi ffioedd ychwanegol amdanynt.
- Dylech ateb pob gohebiaeth â'r archwilydd allanol yn brydlon.** Bydd hyn yn eich helpu i gyflawni eich rhwymedigaethau statudol a bydd yn cadw cost yr archwiliad mor isel â phosibl.
- Sylwer, os byddwch yn cwblhau'r ffurflen electronig, rhaid i chi argraffu'r ffurflen er mwyn iddi gael ei hardystio gan y Swyddog Cyllid Cyfrifol a'i llofnodi gan y Cadeirydd cyn ei hanfon at yr archwilydd.**

Rhestr wirio cwblhau - Bydd ateb 'Naddo' yn golygu nad ydych o bosibl wedi bodloni'r gofynion		Cwblhawyd?	
Cyflwyno gyntaf i'r archwilydd allanol		Do	Naddo
Cyfrifon	A yw'r papurau i'w hanfon at yr archwilydd allanol yn cynnwys esboniad o amrywiadau sylweddol rhwng y llynedd ac eleni?		
	A yw'r cysoniad banc ar 31 Mawrth 2021 yn gyson â Llynell 9?		
Cymeradwyo	A yw'r Swyddog Cyllid Cyfrifol wedi ardystio'r datganiadau cyfrifyddu a'r Datganiad Llywodraethu Blynyddol (Rheoliad 15 (1)) erbyn 30 Mehefin 2021 fan bellaf?		
	A yw'r corff wedi cymeradwyo'r datganiadau cyfrifyddu cyn 30 Mehefin 2021 ac a yw Adran 3 wedi'i llofnodi a'r dyddiad wedi'i nodi gan yr unigolyn a oedd yn cadeirio'r cyfarfod pan roddwyd y gymeradwyaeth?		
Pob adran	A yw'r holl flychau pinc yn y datganiadau cyfrifyddu a'r Datganiad Llywodraethu Blynyddol wedi eu llenwi ac esboniadau wedi'u rhoi pan fo angen?		
	A yw'r holl wybodaeth y gofynnodd yr archwilydd allanol amdani wedi'i hanfon gyda'r Ffurflen Flynyddol hon? Cyfeiriwch at eich hysbysiad o archwiliad ac unrhyw atodlenni ychwanegol a ddarparwyd gan eich archwilydd allanol.		

Os caiff y cyfrifon eu diwygio ar ôl derbyn adroddiad yr Archwilydd Cyffredinol ar faterion sy'n codi		Do	Naddo
Cyfrifon	A yw'r datganiadau cyfrifyddu sydd wedi eu diwygio wedi'u cymeradwyo ac Adran 3 wedi'i llofnodi eto a'r dyddiad wedi'i nodi eto fel dystiolaeth o gymeradwyaeth y Bwrdd i'r diwygiadau cyn eu hailgyflwyno i'r archwilydd?		

This page is intentionally left blank



REPORT TO GROWING MID WALES BOARD
15th December 2020

TITLE:	The Annual Return for the year ended 31 March 2021
AUTHOR:	Justin Davies – Corporate Manager Core Finance - Ceredigion

1. Purpose of the Report

1.1. To consider and approve the Annual Return for the year ended 31 March 2021.

2. Decision(s) Sought

2.1. To approve the Annual Return for the year ended 31 March 2021

3. Background and Relevant Considerations

3.1. Regulation 10(1) of the Accounts and Audit (Wales) Regulations 2014 (as amended) requires that Responsible Financial Officer of Growing Mid Wales board sign and date the statement of accounts, and certify that it presents a true and fair view of the financial position of the body at the end of the year to which it relates and of that body's income and expenditure for that year.

3.2. The financial transactions for the Growing Mid Wales Joint Committee for the year ended 31 March 2021 are summarised in the Annual Return which is included in Appendix 2.

3.3. Audit Wales have audited the Annual Return and their report is included in Appendix 1. Their Audit certificate and opinion states – ‘It is our intention to issue an unqualified certificate and report for the year ended 31 March 2021 and there are no matters in respect of the opinion which we wish to draw to your attention.’

4. Recommendations

4.1. The Board approves the Annual Return for the year ending 31 March 2021.

5. Legal Implications

5.1. Public Audit (Wales) Act 2004 , Local Government and Housing Act 1989

6. Human Resources Implications

6.1. There are no HR implications arising from this report.

7. Financial Implications

7.1. Not applicable

8. Appendices

- Appendix 1: Audit Wales – Audit certificate and opinion
- Appendix 2: Growing Mid Wales return for the year ended 31 March 2021

24 Cathedral Road / 24 Heol y Gadeirlan
Cardiff / Caerdydd
CF11 9LJ
Tel / Ffôn: 029 2032 0500
Fax / Ffacs: 029 2032 0600
Textphone / Ffôn testun: 029 2032 0660
info@audit.wales / post@archwilio.cymru
www.audit.wales / www.archwilio.cymru

Reference: CJGMW21
Date issued: 25th November 2021

Dear Members

Growing Mid Wales return for the year ended 31 March 2021

The auditor is responsible for providing an opinion:

- on whether the information contained in the Annual Return is in accordance with proper practices; and
- if any matters have come to the auditor's attention giving cause for concern that relevant legislation and regulatory requirements have not been met.

We received the draft Annual Return for the financial year ended 31 March 2021 in line with the agreed deadline. We have completed our audit work and we are reporting to you the issues arising from our work.

Audit certificate and opinion

It is our intention to issue an unqualified certificate and report for the year ended 31 March 2021 and there are no matters in respect of the opinion which we wish to draw to your attention.

Qualification issues

There are no qualification issues to report.

Misstatements in the Annual Return

There were no misstatements found in the Annual Return.

Other matters not affecting our opinion

There are no other matters affecting our audit opinion.

Yours sincerely,

pp 

Clare James
Engagement Director

This page is intentionally left blank

Minor Joint Committees in Wales Annual Return for the Year Ended 31 March 2021

LANGUAGE PREFERENCE

Please indicate how you would like us to communicate with you during the audit. Note that audit notices will be issued bilingually.

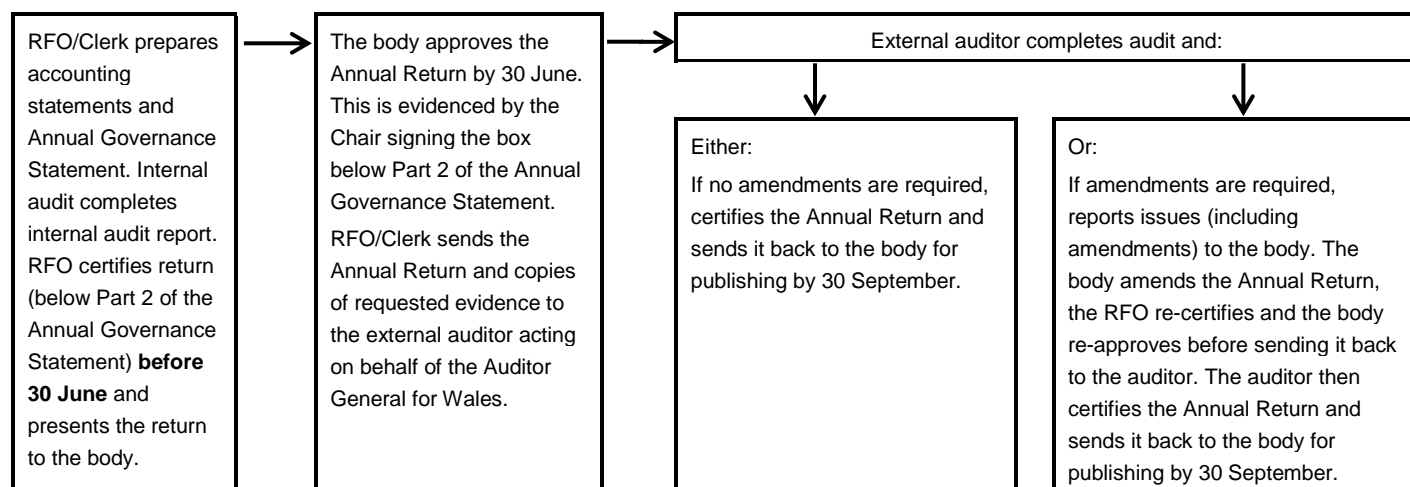
	Yes	No		Yes	No		Yes	No
ENGLISH	<input type="checkbox"/>	<input type="checkbox"/>	WELSH	<input type="checkbox"/>	<input type="checkbox"/>	BILINGUALLY	<input type="checkbox"/>	<input type="checkbox"/>

THE ACCOUNTS AND AUDIT PROCESS

Section 12 of the Public Audit (Wales) Act 2004 requires local government bodies in Wales (including joint committees) to make up their accounts each year to 31 March and to have those accounts audited by the Auditor General for Wales. Regulation 14 of the Accounts and Audit (Wales) Regulations 2014 states that smaller local government bodies i.e. those with annual income and expenditure below £2.5 million must prepare their accounts in accordance with proper practices.

For minor joint committees with income and expenditure below £2.5 million, proper practices are set out in the One Voice Wales/Society of Local Council Clerks publication, **Governance and accountability for local councils in Wales – A Practitioners’ Guide** (the Practitioners’ Guide). The Practitioners’ Guide requires that they prepare their accounts in the form of an Annual Return. This Annual Return meets the requirements of the Practitioners’ Guide.

The accounts and audit arrangements follow the process as set out below.



Please read the guidance on completing this Annual Return and **complete all sections highlighted pink** .

APPROVING THE ANNUAL RETURN

The Committee must approve the Annual Return **BEFORE** the accounts and supporting documents are made available for public inspection under section 30 of the Public Audit (Wales) Act 2004.

If it is unable to complete the approval process by 30 June 2021 or publish the audited return by 30 September, the Committee must publish notices as required by the Regulations.

The Auditor General for Wales’ Audit Certificate and report is to be completed by the auditor acting on behalf of the Auditor General. It **MUST NOT** be completed by the Clerk/RFO, the Chair or the internal auditor.

Audited and certified returns are sent back to the body for publication and display of the accounting statements, Annual Governance Statement and the Auditor General for Wales’ certificate and report.

Accounting statements 2020-21 for:

Name of body: Growing Mid Wales Joint Committee

	Year ending		Notes and guidance for compilers
	31 March 2020 (£)	31 March 2021 (£)	Please round all figures to nearest £. Do not leave any boxes blank and report £0 or nil balances. All figures must agree to the underlying financial records for the relevant year.
Statement of income and expenditure/receipts and payments			
1. Balances brought forward	0	0	Total balances and reserves at the beginning of the year as recorded in the financial records. Must agree to line 7 of the previous year.
2. (+) Income from local taxation/levy	0	98,783	Total amount of income received/receivable in the year from local taxation (precept) or levy/contribution from principal bodies.
3. (+) Total other receipts	0	98,783	Total income or receipts recorded in the cashbook minus amounts included in line 2. Includes support, discretionary and revenue grants.
4. (-) Staff costs	0	104,196	Total expenditure or payments made to and on behalf of all employees. Include salaries and wages, PAYE and NI (employees and employers), pension contributions and related expenses eg. termination costs.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on external borrowing (if any).
6. (-) Total other payments	0	93,370	Total expenditure or payments as recorded in the cashbook minus staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	0	0	Total balances and reserves at the end of the year. Must equal (1+2+3) – (4+5+6).
Statement of balances			
8. (+) Debtors	0	98,783	Income and expenditure accounts only: Enter the value of debts owed to the body.
9. (+) Total cash and investments	0	-98,783	All accounts: The sum of all current and deposit bank accounts, cash holdings and investments held at 31 March. This must agree with the reconciled cashbook balance as per the bank reconciliation.
10. (-) Creditors	0	0	Income and expenditure accounts only: Enter the value of monies owed by the body (except borrowing) at the year-end.
11. (=) Balances carried forward	0	0	Total balances should equal line 7 above: Enter the total of (8+9-10).
12. Total fixed assets and long-term assets	0	0	The asset and investment register value of all fixed assets and any other long-term assets held as at 31 March.
13. Total borrowing	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

Annual Governance Statement (Part 1)

We acknowledge as the members of the Committee, our responsibility for ensuring that there is a sound system of internal control, including the preparation of the accounting statements. We confirm, to the best of our knowledge and belief, with respect to the accounting statements for the year ended 31 March 2021, that:

	Agreed?		'YES' means that the Council/Board/Committee:	PG Ref
	Yes	No*		
<p>1. We have put in place arrangements for:</p> <ul style="list-style-type: none"> • effective financial management during the year; and • the preparation and approval of the accounting statements. 	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Properly sets its budget and manages its money and prepares and approves its accounting statements as prescribed by law.	6, 12
<p>2. We have maintained an adequate system of internal control, including measures designed to prevent and detect fraud and corruption, and reviewed its effectiveness.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.	6, 7
<p>3. We have taken all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and codes of practice that could have a significant financial effect on the ability of the Committee to conduct its business or on its finances.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Has only done things that it has the legal power to do and has conformed to codes of practice and standards in the way it has done so.	6
<p>4. We have provided proper opportunity for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit (Wales) Regulations 2014.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Has given all persons interested the opportunity to inspect the body's accounts as set out in the notice of audit.	6, 23
<p>5. We have carried out an assessment of the risks facing the Committee and taken appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Considered the financial and other risks it faces in the operation of the body and has dealt with them properly.	6, 9
<p>6. We have maintained an adequate and effective system of internal audit of the accounting records and control systems throughout the year and have received a report from the internal auditor.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether these meet the needs of the body.	6, 8
<p>7. We have considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on the Committee and, where appropriate, have included them on the accounting statements.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosed everything it should have about its business during the year including events taking place after the year-end if relevant.	6
<p>8. We have taken appropriate action on all matters raised in previous reports from internal and external audit.</p>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Considered and taken appropriate action to address issues/weaknesses brought to its attention by both the internal and external auditors.	6, 8, 23

* Please provide explanations to the external auditor on a separate sheet for each 'no' response given; and describe what action is being taken to address the weaknesses identified.

Additional disclosure notes*

The following information is provided to assist the reader to understand the accounting statement and/or the Annual Governance Statement

1.


2.

3.

* Include here any additional disclosures the Council considers necessary to aid the reader's understanding of the accounting statement and/or the annual governance statement.

Committee approval and certification

The Committee is responsible for the preparation of the accounting statements and the annual governance statement in accordance with the requirements of the Public Audit (Wales) Act 2004 (the Act) and the Accounts and Audit (Wales) Regulations 2014.

<p>Certification by the RFO</p> <p>I certify that the accounting statements contained in this Annual Return presents fairly the financial position of the Committee, and its income and expenditure, or properly presents receipts and payments, as the case may be, for the year ended 31 March 2021.</p>	<p>Approval by the Council/Board/Committee</p> <p>I confirm that these accounting statements and Annual Governance Statement were approved by the Committee under minute reference:</p>
<p>RFO signature: </p>	<p>Minute ref:</p>
<p>Name: Justin Davies</p>	<p>Chair of meeting signature:</p>
<p>Date: 15/12/21</p>	<p>Name:</p> <p>Date:</p>

Auditor General for Wales' Audit Certificate and report

I report in respect of my audit of the accounts under section 13 of the Act, whether any matters that come to my attention give cause for concern that relevant legislation and regulatory requirements have not been met. My audit has been conducted in accordance with, guidance issued by the Auditor General for Wales.

I certify that I have completed the audit of the Annual Return for the year ended 31 March 2021 of:

Growing Mid Wales Joint Committee

Auditor General's report

--

External auditor's name:

External auditor's signature:

Date:

For and on behalf of the Auditor General for Wales

* Delete as appropriate.

Annual internal audit report to:

Name of body: Growing Mid Wales Joint Committee

The Committee's internal audit, acting independently and on the basis of an assessment of risk, has included carrying out a selective assessment of compliance with relevant procedures and controls expected to be in operation during the financial year ending 31 March 2021.

The internal audit has been carried out in accordance with the Committee's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and the internal audit conclusions on whether, in all significant respects, the following control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of the Committee.

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
1. Appropriate books of account have been properly kept throughout the year.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Annual Internal Audit Report 20/21 for Ceredigion presented on 3 rd June 2021. Report found no adverse comments on accounting systems and that Council had satisfactory systems on Internal control Annual Internal Audit Report 20/21 for Powys presented on 3 ^{0th} July 2021. Report found no adverse comments on accounting systems and that Council had satisfactory systems on Internal control.
2. Financial regulations have been met, payments were supported by invoices, expenditure was approved and VAT was appropriately accounted for.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	See Answer (1) No Adverse comments regarding compliance with Financial Regulations from either partner.
3. The body assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	GMW has a risk register that is periodically reported to the board. The latest version dated the 15 th September 2021 has 13 entries of which 2 were assessed as high risk. Going forward there needs to be a clear relationship between the delivery of mitigation and the reducing risk profile.
4. The annual precept/levy/resource demand requirement resulted from an adequate budgetary process, progress against the budget was	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	See Answer (1) No Adverse comments regarding compliance with budgetary control from either partner.

	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
regularly monitored, and reserves were appropriate.					
5. Expected income was fully received, based on correct prices, properly recorded and promptly banked, and VAT was appropriately accounted for.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	See Answer (1) No Adverse comments regarding compliance with Expected Income from either partner.
6. Petty cash payments were properly supported by receipts, expenditure was approved and VAT appropriately accounted for.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	No Petty cash accounts
7. Salaries to employees and allowances to members were paid in accordance with minuted approvals, and PAYE and NI requirements were properly applied.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Minuted approvals provided to sanction salary payments Inspection of the salary calculation and the staffing transactions confirmed the amount of expenditure claimed.
8. Asset and investment registers were complete, accurate, and properly maintained.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	No assets and investments
9. Periodic and year-end bank account reconciliations were properly carried out.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	See Answer (1) No Adverse comments in annual internal audit report regarding bank reconciliations from either partner. Assurance from partners that bank rec is up to date.
10. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments/income and expenditure), agreed with the cashbook, were supported by an adequate audit trail from underlying records, and where appropriate, debtors and creditors were properly recorded.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	See Answer (1) No Adverse comments in annual internal audit report regarding accounting controls from either partner. Financial statements provided to the auditor Final account agrees with transactions in the ledgers.

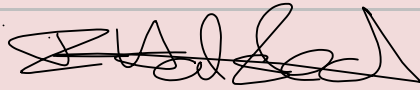
For any risk areas identified by the Committee to ensure adequate controls existed:					
	Agreed?				Outline of work undertaken as part of the internal audit (NB not required if detailed internal audit report presented to body)
	Yes	No*	N/A	Not covered**	
11. Funding and affordability. Ability to raise the required funds	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Reasonable mitigating actions identified but no timescale. No Indication in the risk register of the risk score after the delivery of the mitigation.
12. Construction cost and inflationary costs. The impact of Covid and Brexit of the supply and labour chains	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Reasonable mitigating actions identified but no timescale. No Indication in the risk register of the risk score after the delivery of the mitigation.

* If the response is 'no', please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

** If the response is 'not covered', please state when the most recent internal audit work was done in this area and when it is next planned, or if coverage is not required, internal audit must explain why not.

Internal audit confirmation

I/we confirm that as the Committee's internal auditor, I/we have not been involved in a management or administrative role within the body (including preparation of the accounts) or as a member of the body during the financial years 2019-20 and 2020-21. I also confirm that there are no conflicts of interest surrounding my appointment.

Name of person who carried out the internal audit: Ian Halstead, Assistant Director, SWAP Internal Audit Services
Signature of person who carried out the internal audit: 
Date: 22/09/21

Guidance notes on completing the Annual Return

1. You must apply proper practices when preparing this Annual Return. Proper practices are set out in the Practitioners' Guide.
2. Make sure that the Annual Return is fully completed ie, no empty red boxes. Please avoid making any amendments to the completed return. If this is unavoidable, cross out the incorrect entries, make sure the amendments are drawn to the attention of the body, properly initialled and an explanation for them is provided to the external auditor. **Please do not use correction fluid.** Annual returns that are incomplete or contain unapproved and/or unexplained amendments or correction fluid will be returned unaudited and may incur additional costs. Ask your auditor for an electronic copy of the form if required.
3. Use a second pair of eyes, perhaps the Chair or a member, to review your Annual Return for completeness before sending the original form to the auditor.
4. Make sure that your accounting statements add up, that the balance carried forward from the previous year (line 7 of 2020) equals the balance brought forward in the current year (line 1 of 2021). Explain any differences between the 2020 figures on this Annual Return and the amounts recorded in last year's Annual Return.
5. Explain fully any significant variances in the accounting statements. Do not just send in a copy of your detailed accounting records instead of this explanation. The external auditor wants to know that you understand the reasons for all variances. Include a detailed analysis to support your explanation and be specific about the values of individual elements making up the variances.
6. Make sure that the copy of the bank reconciliation you send to your auditor with the Annual Return covers **all** your bank accounts and cash balances. If there are no reconciling items, please state this and provide evidence of the bank balances. The auditor should also be able to agree your bank reconciliation to line 9 in the accounting statements. More help on bank reconciliations is available in the Practitioners' Guide.
7. **You must send to the external auditor, information to support the assertions made in the Annual Governance Statement.** Your auditor will tell you what information you need to provide. Please read the audit notice carefully to ensure you include all the information the auditor has asked for. You should send **copies** of the original records to the external auditor and not the original documents themselves.
8. Please do not send the auditor any information that you are not specifically asked for. Doing so is not helpful.
9. If the auditor has to review unsolicited information, repeat a request for information, receives an incomplete bank reconciliation or explanation of variances or receives original documents that must be returned, the auditor will incur additional costs for which they are entitled to charge additional fees.
10. **Please deal with all correspondence with the external auditor promptly.** This will help you to meet your statutory obligations and will minimise the cost of the audit.
11. **Please note that if completing the electronic form, you must print the form for it to be certified by the RFO and signed by the Chair before it is sent to the auditor.**

Completion checklist – 'No' answers mean that you may not have met requirements		Done?	
Initial submission to the external auditor		Yes	No
Accounts	Do the papers to be sent to the external auditor include an explanation of significant variations from last year to this year?		
	Does the bank reconciliation as at 31 March 2021 agree to Line 9?		
Approval	Has the RFO certified the accounting statements and Annual Governance Statement (Regulation 15 (1)) no later than 30 June 2021?		
	Has the body approved the accounting statements before 30 June 2021 and has Section 3 been signed and dated by the person presiding at the meeting at which approval was given?		
All sections	Have all pink boxes in the accounting statements and Annual Governance Statement been completed and explanations provided where needed?		
	Has all the information requested by the external auditor been sent with this Annual Return? Please refer to your notice of audit and any additional schedules provided by your external auditor.		

If accounts are amended after receipt of the Auditor General's report on matters arising		Yes	No
Accounts	Have the amended accounting statements been approved and Section 3 re-signed and re-dated as evidence of the Committee's approval of the amendments before re-submission to the auditor?		

This page is intentionally left blank



ADRODDIAD I FWRDD TYFU CANOLBARTH CYMRU

15^{fed} Rhagfyr 2021

TEITL:	Sefydlu cyllideb refeniw 2021/22 ar gyfer Bwrdd Tyfu Canolbarth Cymru
AWDUR:	Justin Davies – Rheolwr Corfforaethol Cyllid Craidd - Ceredigion

1. Pwrpas yr Adroddiad

1.1. Sefydlu cyllideb refeniw 2021/22 ar gyfer Bwrdd Tyfu Canolbarth Cymru.

2. Penderfyniad(au) a Geisir

2.1. I gymeradwyo'r Gyllid Flynyddol ar gyfer 2021/22.

3. Cefndir ac Ystyriaethau Perthnasol

3.1. Ers sefydlu Bwrdd Tyfu Canolbarth Cymru yn ffurfiol trwy Gytundeb Rhyng-Awdurdod ym mis Rhagfyr 2019, ariannwyd gweithgaredd datblygu hyd yma ar Fargen Twf Canolbarth Cymru i raddau helaeth trwy gyfraniadau ar hap gan y ddau Awdurdod Lleol a chyllid grant allanol (Llywodraeth Cymru).

3.2. Derbyniwyd cymorth refeniw ychwanegol ym mis Ebrill 2021 gan Swyddfa Cyllid Ewropeaidd Cymru ar gyfer elfen o gostau refeniw i helpu i sefydlu Swyddfa Rheoli Portffolio am y cyfnod hyd at Orffennaf 2023.

3.3. Er mwyn gweithredu'n effeithiol, mae Bwrdd GMW yn ei gwneud yn ofynnol i gyllideb flynyddol gael ei chymeradwyo - gyda chyfraniadau clir wedi'u diffinio gan y ddau Awdurdod Lleol.

4. Sefyllfa Cyllideb Refeniw 2021/22

4.1. Nid oes cyllideb ffurfiol wedi'i gosod ar gyfer Bwrdd GMW ar gyfer 2021/22.

4.2. Sicrhawyd ESF P5 - ac mae'n talu costau cyflog y Swyddfa Rheoli Portffolio gyfredol (PoMO) gyda chyllid cyfatebol awdurdod lleol trwy gyfraniadau ar hap (£ 272,860 yr un) - am y cyfnod Chwefror 2021 hyd at Orffennaf 2023. Ymdrinnir â hyn o dan a cytundeb cyllid grant ar wahân felly nid yw'n rhan o gyllideb GMWB.

4.3. Yng nghyfarfod y Bwrdd ar 26/05/21, nodwyd gofynion adnoddau ychwanegol i gynorthwyo gyda datblygu'r Achos Busnes Portffolio i werth amcangyfrifedig o £ 80,000. Yn lle'r Bwrdd heb gadarnhau ei gyllideb ar gyfer 2021/22 eto - cynigiwyd y dylid bwrw ymlaen â'r gwaith hwn o dan awdurdod

dirprwyedig y Prif Weithredwyr i awdurdodi cyfraniadau uniongyrchol i ariannu'r gwaith hwn.

4.4. Cafwyd / ymrwymwyd gwariant pellach yn 2021/22 mewn perthynas â:

- Costau Swyddog Arweiniol (Carwyn Jones-Evans) – Ebrill-Rhagfyr '21 £51,000
- Ymgynghorydd (Paul Griffiths) - Ebrill-Rhagfyr '21 £19,500
- Ffioedd Proffesiynol (Rhaglen Digidol) - £ 37,288
- Cyngor Cyfreithiol Allanol mewn perthynas a'r Grŵp Strategaeth Economaidd - £750
- Cyngor Cyfreithiol Allanol ar IAA3 - £17,500
- Arian cyfatebol gwaith Hydrogen - £10,000

4.5. Daw hyn â chyfanswm gwariant amcanol o £ 216,038 ym mlwyddyn ariannol 2021/22. Byddai angen i hyn gael ei gwmpasu gan gyfraniadau gan bob Awdurdod Lleol, sy'n cyfateb i £ 108,019.

5. Argymhellion

5.1. Fod y Bwrdd yn cymeradwyo'r Gyllideb Flynyddol ar gyfer y flwyddyn 2021/2022 o £ 216,038 i'w hariannu'n gyfartal gan Gynghorau Sir Ceredigion a Powys.

6. Goblygiadau Cyfreithiol

6.1. Deddf Cyllid a Llywodraeth Leol 1972

7. Goblygiadau Adnoddau Dynol

7.1. Nid oes unrhyw oblygiadau AD yn codi o'r adroddiad hwn.

8. Goblygiadau Ariannol

8.1. Sicrhau cydymffurfiad ariannol

9. Atodiadau – dim



REPORT TO GROWING MID WALES BOARD

15th December 2021

TITLE:	Establishing a 2021/22 revenue budget for Growing Mid Wales Board.
AUTHOR:	Justin Davies – Corporate Manager Core Finance - Ceredigion

1. Purpose of the Report

1.1. To set out the current revenue budget position of the Growing Mid Wales Board and set a proposed 2021/22 budget.

2. Decision(s) Sought

2.1. To approve the Annual Budget for 2021/22.

3. Background and Relevant Considerations

3.1. Since the formal establishment of the Growing Mid Wales Board via Inter-Authority Agreement in December 2019, development activity to date on the Mid Wales Growth Deal has largely been funded through spot contributions by the two Local Authorities and external grant funding (Welsh Government).

3.2. Additional revenue support was received in April 2021 from the Welsh European Funding Office for an element of revenue costs to help establish a Portfolio Management Office for the period up to July 2023.

3.3. In order to operate effectively, the GMW Board requires an annual budget to be approved – with clear contributions defined from both Local Authorities.

4. 2021/22 Revenue Budget Position

4.1. No formal budget has been set for the GMW Board for 2021/22.

4.2. ESF P5 has been secured – and covers the salary costs of the current Portfolio Management Office (PoMO) with defined local authority match funding via spot contributions (£272,860 each) – for the period February 2021 up to July 2023. This is covered under a separate grant funding agreement so does not form part of the GMWB budget.

4.3. At the Board meeting on 26/05/21, additional resourcing requirements were identified to assist with the development of the Portfolio Business Case to an estimated value of £80,000. In lieu of the Board not yet having confirmed its budget for 2021/22 – it was proposed this work taken forward under the

delegated authority of the Chief Executives to authorise direct contributions to fund this work.

4.4. Further expenditure has been incurred/committed in 2021/22 in respect of :

- Lead Officer Costs (Carwyn Jones-Evans) – April-December '21 £51,000
- Advisor (Paul Griffiths) - April-December '21 £19,500
- Professional Fees (Digital Programme) - £ 37,288
- External Legal Advice in Respect to the Economic Strategy Group - £750
- External Legal Advice on IAA3 - £17,500
- Hydrogen work match funding - £10,000

4.5. This brings a projected total expenditure of £216,038 in the 2021/22 financial year. This would need to be covered by contributions from each Local Authority, equating to £108,019.

5. Recommendations

5.1. The Board approves the Annual Budget for the year 2021/2022 of £216,038 to be funded equally by Ceredigion and Powys County Councils.

6. Legal Implications

6.1. Local Government and Finance Act 1972 **Deddf Cyllid a Llywodraeth Leol 1972**

7. Human Resources Implications

7.1. There are no HR implications arising from this report.

8. Financial Implications

8.1. To ensure financial compliance

9. Appendices – n/a