

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



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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