

**CYNGOR SIR POWYS COUNTY COUNCIL.**

**CABINET EXECUTIVE  
Date: 21<sup>st</sup> December 2021**

**REPORT AUTHOR: Head of Legal & Democratic Services**

**REPORT TITLE: Amendments to Growing Mid Wales Inter Authority Agreement**

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**REPORT FOR: Decision**

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**1. Purpose**

1.1 This document sets out what changes are required to the Inter Authority Agreement (IAA) to ensure good and robust governance for the delivery phase of the Mid Wales Growth Deal (“MWGD”),

**2. Background**

2.1 The original IAA was approved by Cabinet on 9<sup>th</sup> May 2019 and was amended by Cabinet on 13<sup>th</sup> July 2021 to ensure good governance for the development of a Portfolio Business Case and agreeing a Final Deal Agreement with WG and the UK Government., strengthen Audit and Scrutiny provision sand to reflect changes to the Regional Learning and Skills Partnership.

2.2 The IAA now need s further amendment to ensure good and robust governance for the delivery phase of the MWGD. The two authorities have had assistance in developing the proposed IAA3 ( see Appendix 1) so from a firm of external solicitors , Pinsent Masons, who have also advised other growth deals in Wales. The IAA3 is in similar format as the IAA2 but has been strengthened where needed to ensure strong governance for the delivery phase.

2.3 The draft IAA3 was approved by the Growing Mid Wales Board at ist meeting on 15<sup>th</sup> December 2021 and recommended for approval by the cabinets of both Authorities.

**3. Advice**

3.1 The following is a summary of the proposed IAA3 (as set out in Appendix 1) and the main changes to the IAA2.

#### **4. Commencement and duration**

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

#### **5. Governance Principles and Framework**

##### **5.1 Growing Mid Wales Board**

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

##### **5.2 Economic Advisory Group**

- 5.2.1 Following the review of the previous Economic Strategy Group that was constituted as part of IAA1 and IAA2 – the private sector group has been re-designed with new terms of reference (as discussed at

GMWB 11/11/21<sup>1</sup>), to provide the GMWB with consistent strategic advice pertaining to the delivery of the MWGD.

### 5.3 Joint Overview and Scrutiny Committee

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

### 5.4 Regional Skills Partnership

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

### 5.5 Growing Mid Wales Management Group

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

### 5.6 Portfolio Management Office (PoMO)

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

### 5.7 Council's Obligations – Administrative Functions

5.7.1 IAA1 and IAA2 set out the respective lead authorities for the “administrative functions” (HR, Finance, Legal etc).

5.7.2 IAA3 has set out that the Councils acknowledge and agree to divide the administrative functions in support of the Mid Wales Growth Deal in accordance with the table below:

<b>Administrative function</b>	<b>Responsibility</b>
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

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

	alternate basis in accordance with Clause <b>Error! Reference source not found.</b> (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

## 5.8 Accountable Body

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

## 5.9 Codes of Conduct and Conflicts of Interest

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

5.9.2 The review into the Economic Strategy Group concluded that the provisions and mechanisms to manage the potential interests of private sector members were deemed sufficient – however, the new terms of

reference have been strengthened in IAA3 to ensure a clearer focus and role within wider MWGD governance. As noted in 5.1, the voting rights of the Chair of the ESG is no longer present in IAA3.

## 5.10 Delegation

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

DECISION	MANAGEMENT GROUP MATTER	GROWING MID WALES BOARD MATTER	MATTER RESERVED TO THE COUNCILS
<b>KEY THEMES</b>			
1. Approval of IAA3			<b>Yes</b>
2. Approval and adoption of any Business Plans			<b>Yes</b>
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	
<b>FUNDING AND EXPENDITURE</b>			
4. Approval of any increase to the Councils' Contribution			<b>Yes</b>
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		Yes	

<b>DECISION</b>	<b>MANAGEMENT GROUP MATTER</b>	<b>GROWING MID WALES BOARD MATTER</b>	<b>MATTER RESERVED TO THE COUNCILS</b>
between the different programmes and projects agreed as part of any MWGD or the Regional Growth Strategy			
10. Entering into (or agreeing to enter into) any borrowing arrangement on behalf of the Joint Committee and/or giving any security in respect of any such borrowing		Yes	
11. Accepting terms and conditions in relation to any third party funding for the MWGD		Yes	
<b>GENERAL</b>			
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			<b>Yes</b>
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	

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

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

## 6. Resource Implications

6.1 The Deputy Head of Finance acknowledges the updated IAA and the strengthening of the document in terms of clarity around Finance and audit arrangements.

## 7. Legal implications

7.1 Legal: the recommendations can be accepted from a legal point of view.

7.2 The Head of Legal and Democratic Services ( Monitoring Officer ) has commented as follows: “ I note the legal comment and have nothing to add to the report”.

## 8. Data Protection

8.1 The proposal does not involve the processing of personal data

## 9. Impact Assessment

9.1 Not required

## 10. Recommendation

10.1 That the IAA3 is approved in accordance with the draft set out in Appendix 1 to this report.

10.2 The Head of Legal & Democratic Services is authorised to sign the amended IAA3.

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**APPENDIX 1**

**THIS AGREEMENT is made the            day of .... July 2021**

**BETWEEN:**

**CEREDIGION COUNTY COUNCIL (1)**

**And**

**POWYS COUNTY COUNCIL (2)**

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**AMENDED INTER AUTHORITY  
AGREEMENT**

**for**

**AGREEING A PORTFOLIO  
BUSINESS CASE AND THE FINAL  
DEAL AGREEMENT**

**FOR THE**

**MID WALES GROWTH DEAL**

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**DATED**                      **July 2021**

**BETWEEN:**

**PARTIES:**

- (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 described as the "Authorities" or "the Parties"

**WHEREAS**

- (1) Currently the Authorities have in place an Inter Authority Agreement dated 11<sup>th</sup> December 2019 (" the IAA") in respect of the development of an Outline Business Case ("OBC") for the Mid Wales Growth Deal ("the Growth Deal") and for approval of Heads of Terms with the Welsh Government ("WG") and the United Kingdom Government ("UK Government").
- (2) The Authorities have resolved to amend the IAA to take them to the next stage of developing a Portfolio Business Case and agreeing a Final Deal Agreement with WG and the UK Government.
- (3) The Authorities have established a Joint Committee for the purpose of establishing good and clear governance around the development of an OBC for the Growth Deal and for approval of Heads of Terms with the WG and the UK Government and confirm that the Joint Committee will continue for the next stage of developing a Portfolio Business Case and agreeing with WG and the UK Government a Final Deal Agreement in accordance with the Heads of Terms
- (4) The Authorities recognise that a further and more detailed Inter Authority Agreement will be required once a Final Deal Agreement has been agreed by the Authorities, the WG and the UK Government, and the impact of Corporate Joint Committees for the Mid Wales area is better understood.
- (5) The Authorities agree that there will be no host authority and that the Joint Committee will operate on a joint partnership basis.
- (6) The Authorities agree to strengthen the joint scrutiny of the Project as set out in clause 23 and Schedule 5.

**NOW IT IS HEREBY AGREED** as follows:-

**1. Definitions and Interpretation**

1.1. For the purpose of this Agreement the following definitions apply to this Agreement and Schedules:

“the Accounts” shall mean the financial statements, records and relevant documents of The Project;

“Authorities” shall mean either Ceredigion or Powys or both as the context requires;

“Board” shall mean the joint committee as is established in accordance with this Agreement in relation to the Growth Deal;

“Budget” shall mean an itemised summary of intended revenue and capital expenditure for the Financial Year as approved in accordance with Clause 5;

“Chair” shall mean a Member acting as chair of meetings of the Board or the chair of the JOSSC as the case may be in accordance with this Agreement;

“Change in Law” shall mean any primary or secondary legislation that constitutes a change in Law that impact on this Agreement, which comes into force after the date of this Agreement;

“Constitution” shall mean a document produced, approved and maintained by an Authority setting out that Authority’s arrangements including any procedural rules relating to contracts, finance and land and such other information as required by Section 37 of the Local Government Act 2000;

“ESG” shall mean the Economic Strategy Group formed for the purpose of undertaking an advisory and consultative role to the Board and whose terms of reference are set out in Schedule 3;

“Funding” means funding provided to the Board otherwise than from the Authorities;

“Financial Year” shall mean a year beginning on 1st April;

“ Heads of Terms” shall mean the agreement signed by the Parties and WG and the UK Government on 22<sup>nd</sup> December 2020;

Joint Overview & Scrutiny Sub-Committee (“JOSSC”) shall mean the joint scrutiny whose terms of reference are set out in Schedule 5.

“Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy guidance or industry code, rule of court, directives or requirements of any Regulatory Body, delegated or subordinate legislation, or notice of any Regulatory Body;

“Management Group” shall comprise an appropriate Senior Officer from each Authority and invited officers from each of the Authorities;

“Mid Wales” shall mean the counties of Ceredigion and Powys;

“Member” shall mean a person elected to hold the office of member of an Authority in accordance with Section 79 of the Local Government Act 1972;

“ Monitoring Officer” shall mean the officer specified in Clause 4.3 hereof who shall have responsibility for maintaining good legal governance of the Project and of the work of the Board in relation to this Agreement;

“The Project” shall mean the development of a Portfolio Business Case and concluding a /Final Deal Agreement with the WG and the UK Government;

“Regulatory Body” means those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, or any other affairs of the Authority;

“RSP” shall mean the Regional Skills Partnership for Mid Wales established to support the delivery of a post-16 learning environment which is fit for purpose for the economic area involved in the Growing Mid Wales Partnership and whose terms of reference are set out in Schedule 4;

“Senior Officer” for Ceredigion shall mean the Corporate Lead Officer for Economy and Regeneration and for Powys shall mean the Corporate Director for the Economy and the Environment.

“Treasurer” shall mean the officer specified in Clause 4.3 hereof who shall have responsibility for maintaining the financial accounts of the Board in relation to this Agreement and shall act as the Section 151 Officer in respect of the Board and the Project;

“Vice Chair” shall mean such Member serving in the place of the Chair in accordance with this Agreement.

1.2. In this Agreement and Schedules:-

1.2.1. any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute;

1.2.2. references to any Clause, sub- Clause, schedule or paragraph without further designation shall be construed as a reference to the Clause, sub-Clause schedule or paragraph to this Agreement so numbered;

1.2.3. the Clause, paragraph and schedule headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation;

1.2.4. person shall mean corporation, partnership, firm, unincorporated association and natural person;

1.2.5. the singular includes the plural and vice versa;

1.2.6. the four Schedules form part of the Agreement and have the same force and effect as if expressly set out in the body of the Agreement and any reference to this Agreement shall include the Schedules.

## **2. Power to make this Agreement**

2.1 The Authorities wish to enter into this Agreement and deliver the Growth Deal 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 Authorities.

2.1 In making this Agreement each of the Authorities confirm that they have in place an appropriate scheme of delegation under which the powers and duties set out in Schedule 2 hereof are delegated wholly to the Board and do not require to be ratified in any way by the individual Councils.

## **3. The Board**

3.1. The Authorities agree to establish the Board in accordance with the provisions of Schedule 1 for the purpose of undertaking the Project and to undertake the duties and responsibilities set out in Schedule 2 of this Agreement or such other duties and/or responsibilities as may be further agreed from time to time by the Authorities.

3.2. The Board may recommend such matters which are not considered to be in the ambit of Schedule 2 for consideration and decision in accordance with each Authority's Constitution.

## **4. Authorities**

4.1. The Authorities shall carry out the administrative functions of the Board which shall include the following:

4.1.1. Subject to Schedule 2 employ or otherwise deploy sufficient people to enable the Board to operate in an effective manner within the approved Budget. For the avoidance of doubt, the employing Authority will use its own

recruitment processes and be responsible for the line management of their employees under their own employment policies; and

4.1.2. enter into and use reasonable endeavours to perform all contracts approved by the Board to achieve the Project; and

4.1.3. apply for Funding as directed by the Board; and

4.1.4. receive and make payments out of all monies dedicated to the Board (and the Parties expressly agree that Funding shall be paid to the Authority employing the Treasurer which Authority shall hold the same in accordance with its financial regulations); and

4.1.5. act as clerk and host the Board support and other requisite support services, including legal services; and

4.1.6. comply with the provisions of this Agreement and use reasonable endeavours to do all such things as authorised from time to time by the Board.

4.2. The Authorities shall nominate an Authority who shall also:

4.2.1. subject to the statutory role of each Authority'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 their Authority, provide for the purposes of the Board the services of its monitoring officer; and

4.2.2. act as the Treasurer for the purposes of the Project and all financial aspects of the Board and the Project will be controlled and managed through the financial systems of the Treasurer's authority and will ensure that the accounting practices comply with relevant legislation and other controls.

4.2.3. The Authorities shall be entitled to recover from the Budget dedicated to the Board an amount equal to the costs and outgoings which have been properly incurred in undertaking the responsibilities allocated under this Agreement including the payment of wages, expenses, pension contributions and termination/redundancy payments for employees. A detailed analysis of such costs and outgoings will be presented to the Treasurer for payment and to the Board for information and approval.

4.2.4. The Treasurer will make available to the chief finance officer and internal or external auditors of the other Authority access to the Accounts of the Board at all reasonable times free of charge or any officer of the other Authority duly authorised for the purpose and such accounts shall be subject to audit as accounts to which Section 2 of the Audit Commission Act 1998 applies.

4.2.5. After the conclusion of every Financial Year the Treasurer will by the 30<sup>th</sup> June each year send to the other Authority a copy of the final accounts of the Board for such Financial Year this provision being in addition to and not in substitution for any obligation to furnish to the other Authority copies of the auditor's report on such accounts and of the financial statement thereof.

4.2.6 Each Council shall permit all records referred to in this Agreement to be examined and copied from time to time by the Treasurer, or any representatives of the Treasurer who reasonably require access to the same in order to undertake any audit of the funds received and spent pursuant to this Agreement.

4.3. For the purposes of discharging the administrative functions detailed in paragraphs 4.1 and 4.2 above, it is hereby agreed that the functions listed in Column 1 below shall be initially undertaken by the Authority listed in Column 2 below;

<u>Column1</u>	<u>Column 2</u>
Human Resources	Ceredigion
Clerk to the Board	Shall be designated to the Authority in which the meeting of the Board is held
Legal Services/Monitoring Officer	Powys
Treasurer and Section 151 Officer	Ceredigion
Communications	Jointly by Ceredigion and Powys
Procurement	Powys
Translation	The Authority where a meeting is held
IT	Ceredigion
Internal Audit	Powys

**PROVIDED ALWAYS** that the Authorities may by agreement from time to time vary the arrangements detailed in Columns 1 and 2 above.



4.4 Each Authority shall appoint a Senior Officer to act as the Joint Senior Responsible Officer (“SRO”) for the Project and the SROs shall agree which further officers will be required to be utilised to deliver the Project and to form part of the Management Group.

## **5. Finance**

### **5.1.**

5.1. An initial budget forecast will be submitted for consultation by 31<sup>st</sup> December each year for the next Financial Year and approval sought by 31<sup>st</sup> January. The budget shall include the costs associated with the implementation of the Project in accordance with this Agreement for the approval of the Board. Any substantial increase to the baseline should be agreed by the Board with clear funding options identified.

5.2. In respect of grants and other external sources of funding, the Treasurer shall notify the Authorities in writing of the sums which have been granted to the Board as and when the Treasurer becomes aware of such.

5.3. The Board shall only operate within its Budget, as agreed with each of the Authorities subject to maximum thresholds and any additional external funding. Quarterly financial monitoring reports and forecasts should be provided by the Treasurer to SRO’s and to the Board.

5.4. Each of the Authorities shall contribute towards the net costs of operating the Board in equal proportions.

5.5 The contributions specified in Clause 5.4 shall be made by the Authorities quarterly in advance based on an invoice for the agreed amounts submitted by the Treasurer.

5.6. If either of the Authorities fail to pay their share of the net costs within 31 working days of the delivery of an invoice in respect of the same then interest as hereinafter provided shall be payable on the outstanding amount until payment is made. Interest shall be calculated at the rate of one per centum per annum in excess of the base lending rate of the Bank of England applicable for the relevant period.

5.7 Any underspend will be rolled forward to the next financial year (by use of a specific reserve or other instrument approved by the Treasurer).

5.8 Overspends will be notified to the Management Group and the Board promptly with clear explanation of the deficit. The specific reserve will be utilised in the first instance to fund the overspend. But the Parties need to agree a recovery proposal for the existing and future years budget and where funding will be sourced. In immediate circumstances the Authorities will share the burden in equal parts. If substantial overspends continue the Board must consider its future viability and adopting termination Clauses.

5.9 External Audit arrangements will apply based on the Treasurer's local arrangements and Internal Audit arrangements will apply based on Powys local arrangements.

5.10 The Treasurer shall ensure that any purchases or supply of services made to the Project which are taxable under VAT legislation, whether or not the purchase price includes an element of VAT, shall be paid for only on the receipt by the responsible financial officer of an invoice complying with VAT regulations or a written guarantee that an authenticated VAT receipt will be issued on payments.

5.11 VAT will be chargeable on payments between the Authorities only where a taxable supply of goods or services is deemed to have been made as defined by statute in the VAT Act 1994 as amended.

## **6. Ownership of Assets**

6.1. The Authorities shall hold all the assets belonging to the Board on trust for the Authorities in equal shares.

6.2. Upon termination of this Agreement the Authorities shall distribute any assets belonging to the Board as directed by the Authorities but in accordance with the proportions set out in Clause 6.1 hereof and in the event of dispute shall comply with the provisions of clause 20 of this Agreement relating to dispute resolution.

## **7. Indemnities**

7.1. Each Authority shall indemnify and keep indemnified the other Authority for an appropriate proportion of all liabilities, losses, actions, claims, demands, proceedings, damages, costs, charges, and expenses whatsoever and howsoever arising in respect of or in any way arising whether in contract, tort or otherwise, except where the liability arises from any fraud, dishonesty, negligence, unlawful expenditure, libel or slander on the part of an Authority performing a function as set out in Clause 4 hereof and/or where an Authority has acted outside the scope of its authority.

7.2. In the event of an Authority in the performance of a function as set out in Clause 4 hereof committing fraud, dishonesty, negligence, unlawful expenditure, libel or slander or otherwise acting outside the scope of their authority, that Authority shall indemnify and keep indemnified the other Authority against all liabilities, losses, actions, claims, demands, proceedings, damages, costs, charges, and expenses whatsoever and howsoever arising in respect of or in any way arising whether in contract, tort or otherwise, directly or indirectly, out of such conduct.

## **8. Duration of the Agreement and Termination**

- 8.1. This agreement shall continue until replaced by another Agreement governing the relationship between the Parties or otherwise terminated in accordance with clause 8.2.
- 8.2 Any Authority may terminate its involvement in this Agreement by giving to the other Authority 12 months' notice in writing.
- 8.3. In the event that this Agreement is terminated in accordance with Clauses 8.1 and 8.2 the Authorities shall remain liable for the following costs in equal proportions:-
- 8.3.1. the operational costs calculated to the date of termination; and
- 8.3.2. costs arising as a consequence of the indemnities referred to in Clause 7; and
- 8.3.3. the cost of any redundancies consequent upon the termination; and
- 8.3.4. any other costs properly incurred in connection with this Agreement or its termination.
- 8.4 Either Party (for the purposes of this clause 8.4, the First Party) may terminate this Agreement with immediate effect by the service of written notice on the other Party (for the purposes of this clause 8.4, the Second Party) in the following circumstances:
- (a) if the Second Party is in breach of any material obligation under this Agreement, provided that, if the breach is capable of remedy, the First Party may only terminate this Agreement under Clause 8.4, if the Second Party has failed to remedy the breach within 28 days of receipt of notice from the First Party (Remediation Notice) to do so;
- (b) there is a Change in Law that prevents either Party from complying with its obligations under this Agreement; or
- (c) following a failure to resolve a dispute under clause 20.

## **9. Confidentiality/Transparency**

9.1. The provisions of Sections 100 100A - 100I and 100K of the Local Government Act 1972 shall apply to proceedings of the Board.

9.2. Without limiting the generality of the above paragraph 9.1. the Authorities shall comply with the Data Protection Act 2018 and Freedom of Information Act 2000 as applicable and appropriate.

9.3. With the exception of the matters referred to in paragraph 9.2. above the Authorities shall jointly agree a protocol for the disclosure of information relating to this Agreement.

9.4. None of the Authorities shall make any communication otherwise than in accordance with a jointly agreed protocol for disclosure of information relating to this Agreement.

## **10. Force Majeure**

10.1. Notwithstanding anything else contained in this Agreement, no Authority shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not by way of limitation national emergency, war, flood, earthquake, strike or lockout, other than a strike or lockout induced by the Authority so incapacitated, imposition of governmental regulations or Law which renders performance of the Agreement impossible.

10.2. Each of the Authorities hereto agrees to give written notice forthwith to the other upon becoming aware of the reasons likely to result in a delay and of the likely duration of the delay. Subject to the giving of such notice, the performance of such notifying Authority's obligations shall be suspended during the period such circumstances persist and such notifying Authority's obligations shall be granted an extension of time for performance equal to the period of the delay. Any costs arising from such delay shall be borne by the Authority incurring the same.

10.3. The other Authority may if the delay continues for more than 10 (ten) working days terminate the Agreement forthwith on giving written notice to the notifying Authority.

10.4. The notifying Authority may if the delay continues for more than twenty (20) working days terminate its participation in the Agreement on giving written notice to the other Authority.

## **11. Variation**

11.1 At any time the Board or one or more of the Authorities may recommend changes to this Agreement by giving notice in writing to the other Authority as the case may be. The Authority in receipt of the notice shall use all reasonable endeavours to consider within six weeks of such receipt whether to accept the recommendation.

11.2 If both Authorities agree to the recommended changes a memorandum of variation shall be prepared for execution on behalf of the Authorities and appended to this Agreement.

## **12. No Partnership**

12.1 Nothing in this Agreement shall be construed as establishing or implying any partnership between the Authorities and except as stated in this Agreement nothing in this Agreement shall be deemed to constitute any of the Authorities hereto as the agent of the other Authority or authorise any Authority (i) to incur any expenses on behalf of any other Authority (ii) to enter into any engagement to make any representation or warranty on behalf of any other Authority (iii) to pledge the credit of or otherwise bind or oblige any other Authority or (iv) to commit any other Authority in any way whatsoever without in each case obtaining that other Authority's prior written consent.

## **13. Successors**

13.1 This Agreement shall be binding upon and endure to the benefit of the Authorities and their respective successors in title.

## **14. Notices**

14.1. Any demand notice or other communication given or made under or in connection with this Agreement will be in writing.

14.2. Any such demand notice or other communication will if given or made in accordance with this Clause be deemed to have been duly given or made as follows:-

14.2.1. if sent by prepaid first class post on the second working day after the date of posting; or

14.2.2. if delivered by hand upon delivery at the address provided for in this Agreement; or

14.2.3. if sent by email to the Chief Executive of an Authority on the day of transmission;

provided however that if it is delivered by hand or sent by email on a day which is not a working day or after 4.00 p.m. on a working day it will instead be deemed to have been given or made on the next working day.

14.3. Any such demand notice or other communication will in the case of the service by post or delivery by hand be addressed to the recipient's address stated in this Agreement or at such other address as may from time to time be notified in writing by the Authorities as being the address for service.

## **15. Severability**

15.1 If any of the provisions of this Agreement is found by a Court or other competent authority to be void or unenforceable such provisions shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect. Notwithstanding the foregoing the Authorities shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

## **16. Entire Agreement**

16.1. This Agreement and any Schedules thereto constitutes the entire agreement and understanding of the Authorities and supersedes any previous agreement between the Authorities relating to the subject matter of this Agreement.

16.2. Each of the Authorities acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warranty or understanding whether negligently or innocently made of any person whether party to this Agreement or not other than as expressly set out in this Agreement.

## **17. The Contracts (Rights of Third Parties) Act 1999**

17.1 The Parties to this Agreement agree that the provisions of the said Act are hereby excluded.

## **18. Co-operation**

18.1 The Authorities agree at their own cost to co-operate fully with each other and provide such information and assistance as the other may reasonably require in connection with any actual or potential legal proceedings arbitration hearings inquiries ombudsman enquiries inspections internal investigations and disciplinary hearing arising out of or in connection with the provision of this Agreement provided that such obligation shall not extend to any such proceedings between the Authorities.

## **19. Litigation**

19.1 The Authorities agree to promptly notify the other by written notice upon becoming aware of or in receipt of any process or other notice of the commencement of proceedings in which any Authority is named in connection

with this Agreement. No litigation will be commenced in connection with anything arising out of this Agreement without the other Authority's prior written consent, such consent not to be unreasonably withheld or delayed.

## **20. Dispute Resolution**

20.1. Prior to any dispute difference or disagreement being referred to mediation pursuant to the remaining provisions of this Clause 20 the Authorities shall seek to resolve the matter as follows:-

20.1.1 in the first instance the issue shall be considered by the Chief Executive officers of each of the Authorities;

20.1.3 if the Chief Executive officers are not able to resolve the matter within thirty (30) working days the provisions of Clauses 20.2, 20.3 and 20.4 shall take effect.

20.2 For the purpose of this paragraph 20.2 a dispute shall be deemed to arise when one Authority serves on the others a notice in writing stating the nature of the dispute.

20.3 Every dispute notified under paragraph 20.2. shall first be referred to mediation in accordance with the mediation procedures of the Alternative Dispute Resolution Group London;

20.3.1 The mediator shall be agreed upon by the Authorities and failing such agreement within fifteen (15) working days of one Authority requesting the appointment of a mediator and providing their suggestion thereof then the mediator shall be appointed by the President or the Vice -President for the time being of the Law Society;

20.3.2 Unless agreed otherwise the Authorities shall share equally the costs of mediation;

20.3.3 The use of mediation will not be construed under the doctrines of laches waiver or estoppel to affect adversely the rights of any Authority and in particular any Authority may seek a preliminary injunction or other judicial relief at any time if in its judgment such action is necessary to avoid irreparable damage.

20.4 In the event of the Authorities failing to reach agreement on their dispute or difference following mediation pursuant to Clause 20.3 one

Authority may serve on the other a notice in writing stating the nature of the matters still in dispute;

20.4.1 The dispute or difference shall then be referred to the arbitration of a sole arbitrator to be appointed in accordance with Section 16(3) of the Arbitration Act 1996 ("the Arbitration Act") the seat of such arbitration being hereby designated as Wales;

20.4.2 In the event of failure of the Authorities to make the appointment pursuant to Section 16(3) of the Arbitration Act the appointment shall be made by the President or if the President be unwilling, unable or unavailable the Vice President for the time being of the Law Society;

20.4.3 The arbitration will be regarded as commenced for the purposes set out in Section 14(1) of the Arbitration Act when one Authority sends to the others written notice in accordance with the Arbitration Act;

20.4.4 The arbitration shall be conducted in accordance with the Rules of the Chartered Institute of Arbitrators(s)/The Rules of the London Court of International Arbitration for the Chartered Institute of Arbitrators or any amendment or modification thereof being in force at the date of commencement of the arbitration.

## **21. Governing Law**

21.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

## **22. Welsh Language**

22.1 In accordance to the Welsh Language (Wales) Measure 2011 the Welsh Language will not be treated less favourably than the English Language in relation to this Agreement.

22.2 The Parties will comply to the Welsh Language standards of Ceredigion in relation to this Agreement

## **23. Scrutiny**

23.1 The Parties shall ensure the proper scrutiny of the Project by means of a Joint Overview & Scrutiny Sub-Committee whose terms of reference are set out in Schedule 5.



IN WITNESS whereof the Common Seals of the respective Authorities were hereunto affixed the day and year first before written.

The COMMON SEAL of CYNGOR SIR )  
CEREDIGION COUNTY COUNCIL )  
was hereunto affixed in the presence of:

Corporate Lead Officer  
Legal & Governance Services

Executed as a Deed by affixing )  
the COMMON SEAL of )  
POWYS COUNTY COUNCIL )

In the presence of

Head of Legal and Democratic Services  
A duly authorised officer

## **SCHEDULE 1**

### **TERMS OF REFERENCE OF THE BOARD**

#### **1. Establishment**

- (a) There shall be constituted a Board:-
- (i) consisting of five voting Members to be appointed by each of the Authorities plus the chair of the Economic Strategy Group (“ESG”);
  - (ii) having the functions, powers and duties described in the Agreement; and
  - (iii) upon and subject to the terms and conditions described in the Agreement.
- (b) The Board may adopt or authorise the use of a brand name, logo or similar method to describe itself or its activities.

#### **2. Nomination of Deputy to attend Meetings**

Each Authority shall from time to time nominate in writing a deputy for any Member appointed by them to attend and to vote at any meeting of the Board in place of the Member who for any reason is unable to attend that meeting.

#### **3. Appointment of Representative Members and Period of Office**

- (a) Each of the Authorities shall appoint Members as mentioned in paragraph 1 and a Member so appointed shall hold office until the Member:
- (i) dies; or
  - (ii) resigns; or
  - (iii) becomes disqualified in accordance with Section 80 of the Local Government Act 1972; or
  - (iv) ceases to be a Member of the Authority they represent; or
  - (v) is suspended;
  - (vi) the Authority which the Member represents has decided that another Member should act in their place.
- (b) The chair of the ESG shall remain a Board member for as long as he or she remains the chair of the ESG.

#### **4. Failure to Attend Meetings/ Filling of Casual Vacancies**

- (a) The Clerks to the Board shall notify an Authority if one of their Members fails to attend three consecutive meetings of the Board and that

Authority will then consider whether or not that Member shall continue to represent the Authority on the Board.

(b) If for any reason there shall be a vacancy in the representation of any of the Authorities on the Board allowed under the terms of this Agreement for the time being the Authority where the vacancy occurs may fill such vacancy by appointment evidenced in writing by their Chief Executive officer or other authorised officer to the Chief Executive officer of the other Authority as the case may be.

## **5. Election of Chairperson**

- (a) The Leaders of both Authorities shall act as Joint Chair and shall preside over alternate meetings such that the Chair for the meeting will be the Leader from the Authority at which the meeting takes place.
- (b) The Chair at any meeting shall not have a casting vote.

## **6. Co-opted Persons**

- (a) The Board may invite such number of co-opted persons as it shall determine to attend meetings of the Board for a fixed period of time;
- (b) Such persons may be individuals or representatives of such organisations/ private sector companies as the Board shall determine;
- (c) Such co-opted persons may fully participate in meetings but may not vote at meetings of the Board and may be required by the Chair not to attend some or any part of a meeting. For the avoidance of doubt the Chair of the ESG is not a co-opted member but a full member of the Board and as such has full voting rights.

## **7. Meetings of the Board**

The Board shall meet at least 4 times a year, or at such frequency as the Board shall determine.

## **8. Convening of Meetings**

The meetings of the Board shall be convened by notice in writing issued by the Authority clerking the Board meeting in accordance with Clause 4.1.5 of the Agreement or by the Chairs and delivered to each Member of the Board and such co-opted person as required or sent by email or post to or delivered to the Member's or co-opted person's address as notified to the Authorities at least three clear working days before the day of the meeting.

## **9. Quorum of Meetings**

To constitute a meeting of the Board not less than two voting Members from each Authority shall be present.

## **10. Voting**

(a) Whilst the Board shall endeavour to work by consensus, each Authority shall be entitled to one vote for each voting Member attending at the meeting of the Board.

(b) Copies of the draft minutes of the proceedings of every meeting of the Board shall after each meeting be sent by the Clerk to the Board to the Chief Executive officers of each Authority, Board Members, officers appointed to the Management Group by the Authorities and as appropriate co-opted persons.

(c) The Chair at any meeting shall not have a casting vote.

(d) In the event of tied vote, the matter will be adjourned and reconsidered at the next Board meeting and if the vote remains tied, the matter will fall to be dealt with at a meeting of the Leaders and Chief Executives of both Authorities and in the event of a failure to agree, the issue cannot be re-introduced at the Board for at least 6 months.

## **11. Standing Orders etc**

For the avoidance of doubt the Board shall, where relevant and subject to the provisions of this Agreement, operate in accordance with the Monitoring Officer's Authority's Constitution and contract procedure rules and with the Treasurer's Authority's financial procedure rules.

## **SCHEDULE 2**

### **ROLE OF THE BOARD AND MANAGEMENT GROUP**

#### **1. The Duties and Responsibilities of the Board**

The Board shall:

- 1.1. oversee and monitor the work required to enable an OBC to be submitted with regard to the Growth Bid and to agree Heads of Terms with the WG and UK Government in accordance with the Project;
- 1.2. approve bids for Funding in pursuit of the Project and refer such to the Authorities to apply for funding in accordance with Clause 4.1.3;
- 1.3. obtain appropriate advice, assistance and services;
- 1.4. take advice and consult with the ESG where appropriate to do so;
- 1.5. receive bi-annual reports from the RSP;
- 1.6. do such other things in accordance within the terms of this Agreement as may be agreed from time to time by the Authorities in furtherance of the Project.

#### **2. The Role of the Management Group**

The Management Group shall provide managerial direction to officers and advise the Board in the fulfilment of their responsibilities under this Schedule. The Management Group will:

- 2.1. Provide leadership to and management of officers by setting objectives and priorities for work to be progressed in line with work programme for submission of business cases.
- 2.2. Monitor progress of the work programme, identify and manage risks and issues, and provide regular reports to the Board.
- 2.3. To support the Board with well-planned papers that set out clear recommendations where decisions are required.
- 2.4. To manage resources in line with budgets allocated to the work.
- 2.5. Approve a staffing structure (if appropriate);
- 2.6. Approve the procurement of consultants and advisers in furtherance of the Project;

2.7. Approve such contractual arrangements as may be required for the Project;

## **SCHEDULE 3**

### **THE ROLE AND TERMS OF REFERENCE FOR THE ECONOMIC STRATEGY GROUP ( ESG )**

#### **1. Introduction**

- 1.1. The Economic Strategy Group (ESG) has a vital role in supporting the Growth Deal and economic growth across Mid Wales by ensuring that collective responsibility exists between partners on the ESG and that the ESG is a key advisory, support and advocacy mechanism for the Growth Deal.
- 1.2. The ESG will:
  - Provide a business voice on the Growth Deal to the Board and champion the projects to be included within the Growth Deal.
  - Aid collaboration and communication within the private sector and to the Authorities and other public funding bodies.
  - Represent local business views to shape future strategy and influence policy relevant to economic growth and business benefit at Mid Wales level.
  - Make recommendations to the Board

#### **2. Responsibilities of the ESG**

- 2.1. The key role of the ESG is to represent the collective business interests in Mid Wales by bringing together business issues affecting the Growth Deal in a single forum.
- 2.2. The priorities of the ESG reflect existing local policy frameworks, specifically those relating to the Growth Deal and emerging economic plan, and the ESG plays a significant role in contributing to, advising on, and advocating the Growth Deal.

#### **3. Membership of the ESG**

- 3.1. The ESG members will be from the private sector, nominated by both Authorities, and will include representatives from the Powys and Ceredigion areas.
- 3.2. The Chief Executive officer of each Authority or their nominated representative shall be entitled to attend meetings of the ESG as an adviser or an observer but shall not have a vote.

#### **4. Chair**

The Chair of the ESG will be a business person (private company) with business interests in Mid Wales who has a cross county and sub-

regional interest and influence. It is expected that the business interests of the Chair of the ESG will be a significant local employer which has an impact and use of local, regional and national supply chain. The Chair of the ESG will have voting status at meetings of the Board and, in this capacity, will be expected to act as the private sector advisor. The Chair of the ESG will be appointed for a 2 year term at the end of he/she may end their term or seek reaffirmation by standing for re-nomination.

- 4.1. The Chair of the ESG will be a joint appointment by the Authorities following nominations by the unanimous agreement of the Welsh Government and the UK Government.

## **5. Vice Chair**

- 5.1. The Vice-Chair of the ESG will be a Mid Wales based business person (private company), appointed for a 2-year term, nominated and voted in by the ESG.

## **6. Membership**

- 6.1. The ESG will consist of at least 10 members and a maximum of 15 members, including the Chair.
- 6.2. All ESG 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. Membership will be opened out to the representative projects, organisations or business sectors as appropriate whenever a place on the ESG becomes available.
- 6.3. The ESG will consist of ten members plus the Chair of the ESG. The membership will be drawn from Mid Wales with five appointees from each Authority.

## **7. ESG Meetings**

- 7.1. The ESG will meet 4 times per year or more frequently with agreement of the Chair of the ESG. Attendance will be monitored and it is expected that ESG members make every effort to attend all ESG meetings, repeated non-attendance may result in a request to step down from the ESG.
- 7.2. Each member will have 1 vote each with the Chair of the ESG having the deciding vote. Observers / speakers will be invited by the Chair of the ESG to attend the ESG Meeting or be part of sub-groups as and when required.
- 7.3. Members of the ESG are required to declare any personal or financial interests in any business of the ESG at the commencement of the



meeting. The Chair of the ESG will decide if this will lead to member's exclusion from the item in question, the whole meeting or withdrawal from the ESG (temporarily or permanently).

- 7.4. As the Chair of the ESG's role includes an advisory role to the Board, the ESG members will be expected to conduct themselves in accordance with the "seven principles of public life" as set out by the Committee Standards in Public Life (Nolan Committee). Within the ESG projects and sub-groups will be able to raise concerns, opportunities or ideas which may have an impact on the wider local economy.
- 7.5. Subgroups may be used to consider matters in depth or particular pieces of work. These sub groups may contain membership from both the ESG and other groups.
- 7.6. 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.
- 7.7. Secretariat will be provided by Powys.
- 7.8. For ESG meetings, six members (including the Chair or Vice Chair of the ESG in the Chair of the ESG's absence) will represent a quorate meeting.

## **8. Remuneration**

- 8.1. There will be no remuneration paid to any ESG members for the opinion and guidance they provide. If, in the course of the ESG's business, members are required to travel then expenses and/or subsistence will be entitled to be claimed by those ESG members; the rates and requirements will follow Ceredigion's policy on Travel Expenses and Subsistence and overnight accommodation.
- 8.2. Expenses will be met by the Budget of the Board.

## **9. Communication**

- 9.1. The principles of the ESG will be to communicate with the wider business community and then represent these views to the Board.
- 9.2. As the Chair of the ESG will become the business representative on the Board the remit of representing the view of business will be required whilst having wider consideration for the economic growth of the Mid Wales area.
- 9.3. It will be the responsibility of the Chair of the ESG to communicate recommendations of the ESG to the Board.

9.4. The Chair of the ESG will be supported in their role by the Authorities to review the ESG's progress, communications, membership and succession planning. It is expected that the ESG will meet every three months.

## **ESG Code of Conduct**

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

The ESG 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.

## **Schedule 4**

### **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**

- 2.1 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 Mid Wales and improve communication networks between sectors to understand and identify learning and career pathways into appropriate long term employment for the citizens of Mid Wales.

##### **3. Mission**

- 3.1 The RSP will act as a stakeholder group engaging and consulting with specific sectors, industries and regions:
  - To identify and respond to the needs of employers and learners across Mid Wales.
  - To engage with employers, sectors and stakeholders to identify current and future skills needs across the region and plan accordingly
  - To align activity to future demand and stimulate innovation through learning and employment
  - To enable an inclusive regional response to Welsh Government policy and initiatives
  - To align activity with the skills requirements of the Growing Mid Wales Partnership

##### **4. Our Objectives** – as set out in the IAA

- 4.1 To work with the Economic Strategy Group (ESG) to identify skill requirements from the private sector in Mid Wales
- 4.2 Establish methodologies to identify future employment opportunities across all sectors

- 4.3 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.
- 4.4 Introduce Higher Education degree and masters courses aligned to the future skills agenda for employment opportunities in Mid Wales
- 4.5 Establish a regional apprenticeship scheme (including shared apprenticeships) that bridges and aligns public and private sectors and which recognizes the transferability of skills.
- 4.6 Produce innovative career guidance for all learners in Mid Wales to link learning and career pathways.
- 4.7 Develop the concept of 'Centres of Excellence' in Mid Wales.
- 4.8 Work with a range of partners to ensure opportunities for career-long support for upskilling the current workforce, including those in short term employment.
- 4.9 All of the actions would be underpinned by a strong bilingual focus contributing, via the unique bilingual education system and workforce across Mid Wales, to the vision of a million Welsh speakers by 2050

## 5. Membership

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

<b>Membership of the RSP</b>	
2 x Higher Education Representatives	One representative from each of the Universities (Aberystwyth and UWTSD)
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 Local Authority
2 x Strategic Workforce Planning leads	One officer from each Local Authority
2 x Regeneration Representatives	One officer from each Local Authority
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><b>Industry / Employers</b></p> <p>The Strategic Growth Priorities for Growing Mid Wales are</p> <p>Agriculture, Food &amp; Drink</p> <p>Transport</p> <p>Supporting Enterprise</p> <p>Skills &amp; Employment</p> <p>Energy</p> <p>Strengthened Tourism Offer</p> <p>Applied Research &amp; 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"> <li>1. Tourism – to include hospitality and catering</li> <li>2. Manufacturing</li> <li>3. Agriculture and the land-based economy</li> <li>4. Public Services – which might include local and national government, emergency services &amp; defence</li> <li>5. Foundation sectors *</li> <li>6. Digital Services (this group is in addition to the AECOM-defined groups)</li> </ol> <p>*This “sector” is particularly significant in its relative scale in Mid Wales 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>
<p>Economic Strategy Group Mid Wales</p>	<p>Representative to be nominated</p>
<p>Growing Mid Wales Partnership</p>	<p>Representative to be nominated</p>
<p>Careers Wales</p>	
<p>Job Centre Plus</p>	
<p>RLP Manager</p>	
<p>Other</p>	<p>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.</p>

5.1 Observer members and co-opted experts may be invited as needs arise

- 5.2 The RSP shall exist for 1 year and then be re-nominated. Members shall be eligible for re-nomination
- 5.3 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.
- 5.4 Failure to attend three consecutive RSP meetings will result in a new nomination being sought to represent the sector / stakeholder group
- 5.5 The secretariat function will be fulfilled by the officers employed to undertake the work of the Regional Skills Partnership
- 5.6 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 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
- 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

**6.3 Members of the RSP are expected:**

- 6.3.1 To co-operate strategically on behalf of stakeholders across Mid Wales
- 6.3.2 To attend regular meetings of the RSP
- 6.3.3 To 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
- 6.3.4 To be prepared to contribute to meaningful discussions at RSP meetings and to listen, give due consideration to and respect the opinions and views of others
- 6.3.5 To communicate information about any work or development relevant to their sector
- 6.3.6 To convey and promote the decisions of the RSP within their sector and repost, on a regular basis, the work of the RSP
- 6.3.7 To recognise and respect the worth and contribution of each member
- 6.3.8 To 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
- 6.3.9 To participate in meetings, events and other activities organised by the RSP from time to time.

**7. Operational Procedures of the Board**

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



- 7.3 The Chair of the RSP shall be responsible for calling meetings of the RSP with the support of the secretariat
- 7.4 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 fixed for the meeting
- 7.5 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
- 7.6 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 take any items that are of an urgent or informative nature that would benefit the discussion at the meeting
- 7.7 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
- 7.8 For RSP meetings, 6 members (including the Chair or the Vice-Chair in their absence) shall comprise a quorum
- 7.9 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
- 7.10 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.
- 7.11 The secretariat shall be responsible for keeping minutes of the RSP and distributing them to members of the RSP
- 7.12 Copies of these minutes shall be made available by the secretariat on request
- 7.13 The Welsh and English languages have equal status and the RSP will work to Ceredigion's Welsh Language Standards

## **8. Accountability and Resources**

- 8.1 ..... as host will monitor and be accountable for the financial management of the RSP to ensure that the funder's and financial guidelines of the Authority are followed
- 8.2 Scrutiny of the RSP will be undertaken through the democratic process of Ceredigion and Powys and through regular updates to the Local Authority representative groups (Chief Executives; Regeneration and Education Directors)
- 8.3 **Finance:** Welsh Government currently supports the existing Regional Skills Partnerships, each at a cost of circa £150k per year. Discussions with Welsh Government confirm that the Mid Wales Regional Skills Partnership would be funded in the same way, and to the same level as the other partnerships. Additionally, a commitment to a half-year funding from October 2020 has been made to facilitate the establishing of the new partnership, and previously a sum of £30k was committed to support the work leading to the setting up of the partnership.

## **9. Amending the Constitution**

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

## **10. Commitment**

- 10.1 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.

## **SCHEDULE 5**

### **TERMS OF REFERENCE OF THE GROWING MID WALES JOINT OVERVIEW & SCRUTINY SUB-COMMITTEE (“JOSSC”)**

#### **1. Membership**

- 1.1. The Joint Overview & Scrutiny Sub-Committee shall comprise of 10 members in total, 5 each from the Authorities, ensuring political balance.
- 1.2. Executive members of the Authorities shall not be members of the JOSSC.
- 1.3. Two nominated substitutes will be allowed for the representatives listed above provided that the substitutes are not involved in and have not attended meetings of the Board or ESG.
- 1.4. An Authority may send a substitute from their own Authority if they are unable to attend, but this may not be a member of the Authority's executive and should be a member of each Authority's relevant scrutiny committees and same political group. A substitute will be able to vote.

#### **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 Growth Deal on behalf of the Authorities, to:
    - a) review and or scrutinise decisions made, or other action taken, in connection with the discharge of any of the Board's functions;
    - b) make reports or recommendations to the Board or its executive officers with respect to the discharge of any of those functions;
    - c) make reports or recommendations to the Board or its executive officers on matters which affect the area or the inhabitants of that area;
    - d) exercise such other functions as the Board may determine.
  - 2.1.2. To develop a Forward Work Programme annually, reflecting the functions under clause 2.1.1 above.
- 2.1.3. For the period up to Final Deal Agreement (Development): To seek reassurance and consider if the Growth Deal is developing according to guidance from WG and UK Government in the period up to Final Deal Agreement, according to the Inter-Authority Agreement applicable, and against the expected timetable and/or is being managed effectively.

For the period post Final Deal Agreement (Delivery):

2.1.4. To seek reassurance and consider if the Growth Deal is delivering according to the Inter-Authority (IAA), the agreed Portfolio Business Case, Implementation Plan and timetable, and / or is being managed effectively;

2.1.5. To monitor the delivery of the Growth Deal Regional projects against agreed Portfolio/Programme/Project plans.

2.1.6. To make any reports and recommendations to the Authorities, whether to their executive boards or Full Council as appropriate, in respect of any function which has been delegated to the Board pursuant to this Agreement.

2.2. For the avoidance of doubt, scrutiny of individual Authorities projects' shall be a matter for the relevant Authorities' Scrutiny Committee.

### **3. Chair**

3.1. The Chair and Vice-Chair of the JOSSC shall be elected by the JOSSC.

3.2. The Chair and Vice-Chair of the JOSSC shall be elected by the JOSSC at its first meeting and then at each calendar year.

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

3.4. Election of Chair – The JOSSC will elect a Chair from the statutory membership of the committee. Substitute Members will not be eligible for election as the Chair.

3.5. Election of Vice-Chair – The JOSSC will elect a Vice Chair from the statutory membership of the committee. Substitute Members will not be eligible for election as 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 equality of votes the Chair of the JOSSC shall have a casting vote.

### **5. Conflicts of Interest**

5.1. 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 Authority'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 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 Authority.

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 Board.

## **7. Quorum**

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

## **8. Frequency**

8.1. The JOSSC shall meet quarterly, having regard of the Board's meetings. Additional meetings may be convened by the Chair on at least 7 clear days' notice.

## **9. Allowances**

9.1. No allowances shall be paid.

## **10. Sub-Groups**

10.1. The JOSSC by agreement may create Task and Finish Groups.

## **11. Review**

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