

THIS AGREEMENT is made the day of 2019

BETWEEN:

CEREDIGION COUNTY COUNCIL (1)

And

POWYS COUNTY COUNCIL (2)

**INTER AUTHORITY
AGREEMENT**

for

AGREEING THE HEADS OF

TERMS FOR THE

MID WALES GROWTH DEAL

DATED

2019

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 informal arrangement between them 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 replace that informal arrangement with this Agreement.
- (3) The Authorities have agreed to establish 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.
- (4) The Authorities recognise that a further and more detailed Inter Authority Agreement will be required once the Heads of Terms for the Growth Deal have been agreed by the Authorities, the WG and the UK Government.
- (5) The Authorities agree that there will be no host authority and that the Joint Committee will operate on a joint partnership basis.

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 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;

“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;

“The Project” shall mean the development of an OBC for the Growth Deal and for approval of Heads of Terms 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;

“RLSP” shall mean the Regional Learning and 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 Mr Russell Hughes-Pickering, Corporate Lead Officer for Economy and Regeneration and for Powys shall mean

“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;

“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 the 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 30th 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.

- 4.3. 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
Monitoring Officer	Powys
Treasurer	Ceredigion
Legal Services/ Monitoring Officer	Powys
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. At the first meeting of the Board after the date of this Agreement, the Board shall take over the existing budget which has already been agreed by the Authorities under informal arrangements prior to this agreement.

5.2. An initial budget forecast will be submitted for consultation by 31st December each year for the next Financial Year and approval sought by 31st 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.

5.3. 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.

5.4. 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..

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

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

5.7 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.

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

5.9 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.

5.10 External Audit arrangements will apply based on the Treasurers local arrangements and Internal Audit arrangements will apply based on the Powys local arrangements.

5.11 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.

5.12 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. Subject to clause 8.2 below this agreement shall continue for the duration of the Project unless the Parties agree to terminate at an earlier date.

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 Subject to clause 8.5, either Party may terminate this Agreement at any time by giving [NUMBER] months' written notice to the other Party, if for budgetary reasons:

(a) it is no longer able to make its financial contributions to the Board or otherwise contribute sufficient resources to the Project; or

(b) it is of the reasonable opinion that in light of the other's proposed financial contribution continuing the Agreement in relation to the Project is no longer viable.

8.5 Either Party (for the purposes of this clause 8.5, 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 8.5, 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 8.5, if the Second Party has failed to remedy the breach within 28 OR 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.

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

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:

Chairman

Corporate Lead Officer
Legal & Governance Services

Executed as a Deed by affixing)

the COMMON SEAL of)

POWYS COUNTY COUNCIL)

In the presence of

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 and Vice-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 RLSP;
- 1.6. approve a staffing structure (if appropriate);
- 1.7. approve the procurement of consultants and advisers in furtherance of the Project;
- 1.8. approve such contractual arrangements as may be required for the Project;
- 1.9. 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 and manage to 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.

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

4.1. 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 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.

- 4.2. 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. .
- 5.2. The Vice Chair of the ESG will be a joint appointment by the Authorities.

6. Membership

- 6.1. 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.
- 6.2. 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. The Welsh and English Languages have equal status, and the Group will work to the Powys County Council Welsh Language standards.

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 Powys' 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 decisions of the ESG to the Board.

9.4. The Chair of the ESG will be supported in their role by the local authority 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 Learning and Skills Partnership Board: Terms of Reference

1. Name

1.1 The name and current working title of the board shall be the Regional Learning and Skills Partnership (“the RLSP Board”) for Mid Wales, Partneriaeth Dysgu a 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 levels to attract inward investment to Mid Wales and improve communication networks between sectors to understand and identify learning and career pathways into long term high-level employment for the citizens of Mid Wales.

3. Mission

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

- A. To identify and respond to the learners’ and needs of Mid Wales.
- B. To engage with employers and other stakeholders to identify current and future skills needs and plan accordingly.
- C. To align activity to future demand and stimulate innovation through learning and employment.
- D. To enable an inclusive regional response to Welsh Government policy and initiatives.
- E. To align activity with the skills requirements of the Mid Wales Growth Deal partnership.

4. Objectives

- 4.1 To work with the 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 for all learners from KS4/5 into work based learning programmes/Further Education/Higher Education or a regional apprenticeship scheme.
- 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 that bridges and aligns public and private sector.
- 4.6 Produce career guidance for all learners in Mid Wales to link learning and career pathways.
- 4.7 Develop the concept of Post 16 ‘Centres of Excellence’ in Mid Wales.
- 4.8 All of these 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 interim membership of the RLSP Board shall be determined by nomination from each of the following stakeholder groups, with each invited to submit a representative for one seat.

1.	Higher Education	Agreement between Vice Chancellors Agreement between Principals
2.	Further Education	
3.	Training providers	National Training Federation for Wales
4.	Local Government Regeneration	Regeneration and Lifelong Learning Corporate Lead Officer/ Head of Service
5.	Local Government Education	Education through Regional Working (ERW)
6.	Third Sector	Nomination from CVC's in Mid Wales
7.	Industry/Employers	Economic Strategy Group Mid Wales
8.	Industry/Employers	Growing Mid Wales Partnership
9.	Industry/Employers	Cluster Group Chair Tourism and Events
10.	Industry/Employers	Cluster Group Chair Business Growth
11.	Industry/Employers	Cluster Group Chair Skills
12.	Industry/Employers	Cluster Group Chair Infrastructure
13.	Industry/Employers	Cluster Group Chair Agricultural and Bio-Security
14.	Industry/Employers	Cluster Group Chair Low Carbon Energy
15.	Industry/Employers	Cluster Group Chair Food & Farming
16.	Training Providers	Provider Cluster Group Chair
17.	Careers Wales	Careers Wales
18.	DWP/Job Centre Plus	Job Centre Plus
19.	RLP Manager	RLP

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

5.3 The RLSP Board shall exist for 1 year and then be re-nominated. Members shall be eligible for re-nomination.

5.4 The RLSP Board shall appoint a Chair and Vice-Chair at its first meeting bi-annually. If it is necessary for the RLSP Board to appoint an Interim Chair, the appointment will be reviewed every 3 months.

5.5 Failure to attend three consecutive RLSP Board 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 Learning and 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 RLSP Board 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 RLSP Board 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 used without permission from the RLSP Board (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 RLSP Board, 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 RLSP Board are expected:
 - 6.3.1 To co-operate strategically on behalf of stakeholders across the Mid Wales region.
 - 6.3.2 To attend regular meetings of the RLSP Board.
 - 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 RLSP Board with others they represent as required.
 - 6.3.4 To be prepared to contribute to meaningful discussions at RLSP Board 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 RLSP Board within their sector and report, on a regular basis, the work of the RLSP Board.
 - 6.3.7 To recognise and respect the worth and contribution of each member.
 - 6.3.8 To represent the RLSP Board effectively on other groups, forums and partnerships as required and to ensure that the views of the RLSP Board are conveyed clearly and firmly on all occasions.
 - 6.3.9 To participate in meetings, events and other activities organised by the RLSP Board from time to time.

7. Operational Procedures of the Board

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

- 7.4 The secretariat shall provide written notice of the time, date and location of the RLSP Board meeting to all members at least 10 working days before the date fixed for the meeting.
- 7.5 If a member of the RLSP Board wishes to include an item on the agenda of the RLSP Board meeting, they should notify the secretariat at least 5 working days prior to the date of the meeting. The Chair of the RLSP Board and secretariat shall agree the final content of the agenda for the RLSP Board meeting.
- 7.6 If a member of the RLSP Board wishes to present a written report to the RLSP Board, 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 RLSP Board 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 RLSP Board meeting electronically at least 5 working days before the date of the meeting.
- 7.8 For RLSP Board meetings, 6 members (including the Chair or the Vice-Chair in their absence) shall comprise a quorum.
- 7.9 The RLSP Board shall conduct its business in an open and transparent way and in a spirit of consensus and mutual respect. Therefore, the RLSP Board shall endeavour to arrive at a decision on matters by consensus. If consensus cannot be reached, the Chair of the RLSP Board shall ask for a vote and a simple majority shall carry the vote. If necessary, the Chair of the RLSP Board shall ask for a second vote or shall use their casting vote.
- 7.10 It shall be expected that decisions of the RLSP Board 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 RLSP Board.
- 7.11 The secretariat shall be responsible for keeping minutes of the RLSP Board and distributing them to members of the RLSP Board.
- 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 RLSP Board will work to Ceredigion's Welsh Language Standards.

8. Accountability and Resources

- 8.1as host will monitor and be accountable for the financial management of the Partnership to ensure that the funder's and financial guidelines of the Authority are followed.
- 8.2 Scrutiny of the RLSP Board will be undertaken through the democratic process of and through regular updates to the Local Authority representative groups (Chief Executives; Regeneration and Education Directors).

9. Amending the constitution

- 9.1 The RLSP Board shall undertake an annual self-assessment to assess the effectiveness of the RLSP Board, including its future continuation.
- 9.2 The RLSP Board 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 RLSP Board'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 Learning & Skills Partnership for Mid Wales, Partneriaeth Dysgu a Sgiliau Rhanbarthol Canolbarth Cymru.

Signed:

On behalf of:

Date: