

**DATED**

**2022**

**(1) CARMARTHENSHIRE COUNTY COUNCIL**

**and**

**(2) PEMBROKESHIRE COUNTY COUNCIL**

**and**

**(3) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA**

---

**AGREEMENT FOR THE ESTABLISHMENT OF A JOINT COMMITTEE TO  
SUPPORT THE DELIVERY OF EDUCATIONAL IMPROVEMENTS THROUGH  
PARTNERIAETH ADDYSG DE ORLLEWIN CYMRU/SOUTH WEST WALES  
EDUCATION PARTNERSHIP**

---

## CONTENTS

1.	Interpretation	5
2.	Commencement and Duration	9
3.	The Councils' Obligations	9
4.	Establishment of a Joint Committee	10
5.	Arrangements for the discharge of functions	11
6.	Establishment of a Strategic Group.	11
7.	Establishment of an Operations Group and Stakeholder Group	11
8.	Establishment of a Joint Scrutiny Councillor Group	11
9.	Subcommittees	11
10.	Appointment of Lead Councils	11
11.	Central Team	13
12.	Business Plan	14
13.	Provision of Services	14
14.	Admission of new parties to the PARTNERIAETH and the provision of Services to non-parties	14
15.	Processes for decision making	14
16.	Annual Budget	15
17.	Legal Proceedings	16
18.	Mitigation	16
19.	Withdrawal from this Agreement	16
20.	Termination of This Agreement	17
21.	Liabilities of the Councils	18
22.	Dispute Resolution	19
23.	Notices	21
24.	Information and Confidentiality	22
25.	Data Protection	23
26.	Intellectual Property	24
27.	Freedom of Information	25
28.	Language	25
29.	Severability	26
30.	Relationship of Councils	26
31.	Third Party Rights	26
32.	Entire Agreement	26
33.	Law of Agreement or Jurisdiction	26
34.	Assignment	26
35.	Waiver	27
36.	Counterparts	27

37. Discretion of the Councils	27
SCHEDULE 1 Each Council's Responsibilities	29
SCHEDULE 2 The PARTNERIAETH: Values and Principles, Organisation and Services	30
SCHEDULE 3 Terms of Reference of the Joint Committee	35
SCHEDULE 4 Terms of Reference for the Strategic Group	39
SCHEDULE 5 Other governance arrangements	43
SCHEDULE 6 Terms of Reference of Joint Scrutiny Councillor Group	46
SCHEDULE 7 Rules of Conduct of Co-opted Members of the Joint Committee and the Strategic Group	49
SCHEDULE 8 Matters Reserved to the Councils	51
SCHEDULE 9 Annual Budget	52
SCHEDULE 10 The Business Plan	54
SCHEDULE 11 The Central Team	56
SCHEDULE 12 Notices	57

THIS AGREEMENT IS MADE ON

2022

**BETWEEN:**

- (1) **Carmarthenshire County Council** of County Hall, Carmarthen, Carmarthenshire SA31 1JP (“Carmarthenshire”); and
- (2) **Pembrokeshire County Council** of County Hall, Haverfordwest, Pembrokeshire SA61 1TP (“Pembrokeshire”); and
- (3) **The Council of the City and County of Swansea** of Civic Centre, Oystermouth Road, Swansea SA1 3SN (“Swansea”).

(together referred to as “the Councils”)

**WHEREAS:**

- (A) The Councils are the statutory education authorities for their respective administrative areas located in south west Wales or such other combined area from time to time for which the Councils or their successors have responsibility.
- (B) The Councils previously operated as a statutory joint committee with other councils under an agreement dated 16<sup>th</sup> July 2014 with the purpose of improving the standard of education for children and young persons. The Councils have now agreed to work together in order to discharge their statutory functions, their obligations to one another and to the Welsh Government by creating a new regional consortium, Partneriaeth Addysg De Orllewin Cymru/ South West Wales Education Partnership to be known as the PARTNERIAETH.
- (C) The PARTNERIAETH has the following core aims and objectives:-
  - a) Improve the quality of leadership and its impact on outcomes.
  - b) Improve the quality of teaching and learning experiences and its impact on outcomes.
  - c) Reduce the impact of poverty on attainment, support vulnerable learners and ensure all learners reach their potential.
  - d) Deliver high quality and bespoke support, challenge and intervention to schools.
  - e) Communicate effectively with all stakeholders.
- (D) The Councils have accordingly agreed to enter into this Agreement to document and regulate their respective rights and obligations to each other and to enable the Councils to work together to establish and to participate in a joint committee to deliver the aims and objectives of the PARTNERIAETH and facilitate the delivery of the Services.

## IT IS AGREED AS FOLLOWS:

### 1. Interpretation

1.1 The following definitions and rules of interpretation apply in this Agreement:

<b>“Agreement”</b>	this agreement entered into by Carmarthenshire County Council, Pembrokeshire County Council and the Council of the City and County of Swansea;
<b>“Annual Budget”</b>	the itemised summary of intended income (to include Government Funding) and revenue and capital expenditure for each financial year as described in Schedule 9;
<b>“Applicable Law”</b>	means all applicable laws, statutes, regulations, regulatory requirements, guidance and codes of practice in any relevant jurisdiction as amended, updated or replaced from time to time, including the Data Protection Laws;
<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
<b>“Business Plan”</b>	means the fully costed annual plan containing the strategic objectives of the PARTNERIAETH prepared by the Strategic Group on behalf of the PARTNERIAETH and an annex which may be prepared by each Council as more particularly described in Schedule 10;
<b>“Central Team”</b>	includes all professional and administrative staff employed by the Council with responsibility for managing the Central Team for the purpose of facilitating the delivery of the Services, supporting the Strategic Group and generally performing the roles described in Schedule 11;
<b>“Commencement Date”</b>	the date of this Agreement;
<b>“Confidential Information”</b>	all know-how and other information relating to the business, affairs or methods of all or any Council which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure;
<b>“Co-opted Member Protocol”</b>	the protocol agreed by the Councils specifying the standard of conduct required of co-opted members of

	the Joint Committee or Strategic Group and set out in Schedule 7;
<b>“Council Contribution”</b>	the funding provided by each Council as part of the Annual Budget as set out in clause 16;
<b>“Council(s)”</b>	Carmarthenshire County Council, Pembrokeshire County Council and the Council of the City and County of Swansea together with any other council who subsequently becomes a party to this Agreement in accordance with clause 14 and “Council” shall be construed accordingly;
<b>“Councils’ Obligations”</b>	the obligations set out in clause 3;
<b>“DPA”</b>	the Data Protection Act 2018;
<b>“DP Regulator”</b>	any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;
<b>“Data”</b>	any data, document, code, information, Personal Data in connection with this Agreement;
<b>“Data Incident”</b>	the reasonable suspicion of, discovery by, or notice to a party that (a) Data has been or is likely to be accessed or obtained by an unauthorised person; or (b) a party’s systems have been or are likely to be compromised or vulnerable; or (c) a person has threatened the unauthorised access to or obtaining of any Data;
<b>“Data Protection Laws”</b>	any applicable laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of Personal Data relating to natural persons, including: the United Kingdom General Data Protection Regulation, Retained Regulation (EU) 201/679 (“UK GDPR”), the Law Enforcement Directive (Directive (EU) 2016/680) (“LED”) and any applicable national implementing laws as amended from time to time, the DPA 2018 to the extent that it relates to processing of personal data and privacy; all applicable law about the processing of personal data and privacy;
<b>“Data Subject”</b>	shall have the meanings set out in the UK GDPR;
<b>“Director”</b>	the Director of Education or equivalent postholder within each of the Councils;
<b>“FOI Legislation”</b>	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
<b>“Function”</b>	includes those roles, responsibilities and duties of the Councils described in clause 10;

<b>“Government Funding”</b>	funding received by the PARTNERIAETH and/or by the Councils from Welsh Government for the purpose of delivering the Services to include the school improvement element of the Revenue Support Grant and other Welsh Government grants and associated local authority match-funding (except those payable directly to schools);
<b>“IP Material”</b>	the Intellectual Property in the Material;
<b>“Intellectual Property”</b>	patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
<b>“Internal Costs”</b>	the costs to be borne by each Council and associated with the Council providing resources in relation to the PARTNERIAETH not included in Lead Council Costs and includes but is not limited to: staffing costs and associated overheads; technical and administrative support; communications; costs incurred in respect of meeting each Council’s responsibilities in accordance with Schedule 1;
<b>“Joint Committee”</b>	a committee of elected members from the Councils which shall be responsible for ensuring and overseeing the delivery of the functions set out in Schedule 3 (Terms of Reference of the Joint Committee) with a view to securing their more efficient, economical and effective discharge;
<b>“Joint Committee Meeting”</b>	a meeting of the Joint Committee;
<b>“Joint Scrutiny Councillor Group”</b>	a group comprising of elected members of the Councils and operating under the terms of reference set out in Schedule 6;
<b>“Lead Council”</b>	the Council which pursuant to clause 10 is appointed by the Joint Committee to discharge a certain Function on behalf of the PARTNERIAETH;
<b>“Lead Council Costs”</b>	the costs of discharging their Functions in accordance with service level agreements approved by the Joint Committee with the cost rechargeable to the PARTNERIAETH together with those elements of the costs of Lead Officer support to the PARTNERIAETH which have been approved by the Joint Committee;

<b>“Lead Chief Executive /Lead Director of Education/ Lead Chief Finance Officer/ Lead Officer”</b>	means the appropriate officer appointed by the Joint Committee under clause 10 to undertake on behalf of the PARTNERIAETH the Functions set out in clause 10. For the avoidance of doubt the Lead Chief Finance Officer shall be the S.151 officer of the Lead Council with responsibility for Finance;
<b>“Liabilities Schedule”</b>	the schedule of actual and potential liabilities drafted by a Withdrawing Council and contained within the Withdrawal Notice setting out the information prescribed by clause 19;
<b>“Loss”</b>	all losses, claims, expenses, actions, demands, costs and liabilities arising out of this Agreement in contract, tort or otherwise directly suffered by a Council together with any damage, expense, liability or costs reasonably incurred in contesting or quantifying such loss or liability to include loss or repayment of Government Funding but not including indirect or consequential losses;
<b>“Material”</b>	all data, text, graphics, images and other materials or documents created, used or supplied by a Council in connection with this Agreement unless before the first use or supply the Council notifies the other Councils that the data, text supplied is not to be covered by this definition;
<b>“Objects”</b>	means the core aims and objectives of the PARTNERIAETH set out in recital C and as set out in Schedule 2 Part 1;
<b>“PARTNERIAETH Lead Officer”</b>	means the lead officer appointed by the Joint Committee and employed by the Lead Council with responsibility for the Central Team, as principal adviser to the Joint Committee and to manage the Central Team;
<b>“Personal Data”</b>	shall have the meanings set out in the DPA 2018;
<b>“PR Protocol”</b>	a protocol agreed by the Councils for the release of public statements and press releases relating to the PARTNERIAETH;
<b>“Region”</b>	means the combined administrative areas of the Councils for time to time for which the Councils, or their successors, have responsibility;
<b>“Responsibilities”</b>	means the core duties and responsibilities of the Councils and the PARTNERIAETH in pursuance of the Objects and set out in Schedules 1 and 2;
<b>“Services”</b>	means the services to be provided to the Councils and to any other council pursuant to clauses 13 and 14 under the direction of the Joint Committee in pursuance of the Objects and as set out in Schedule 2;



<b>“Strategic Group”</b>	the group established in accordance with clause 6 and Schedule 4;
<b>“Withdrawal Notice”</b>	a notice issued by one of the Councils in accordance with clause 19 to give notice of its withdrawal from the PARTNERIAETH and this Agreement;
<b>“Withdrawing Council”</b>	a Council that has given notice of its intention to withdraw from the PARTNERIAETH and this Agreement in accordance with clause 19;

- 1.2 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.4 A reference in this Agreement to any clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to a clause or paragraph of or schedule to this Agreement.
- 1.5 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.6 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless inconsistent with the context, and the rule of interpretation known as “*eiusdem generis*” shall not apply.
- 1.7 Any reference to the title of an officer of any of the Councils shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Council as that Council may from time to time appoint to carry out the duties of the officer referred to.
- 1.8 The Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement and references to this Agreement includes the Schedules.
- 1.9 References to “the parties” shall be to the parties to this Agreement.

## **2. Commencement and Duration**

This Agreement shall commence on the Commencement Date and shall continue in force until such time as it is terminated in accordance with the provisions of clause 20.

## **3. The Councils’ Obligations**

- 3.1 The Councils agree to work together to achieve the Objects in accordance with the provisions of this Agreement.

- 3.2 The Councils agree to undertake their Responsibilities and Functions to ensure effective provision of the Services.
- 3.3 Without prejudice to the specific terms of this Agreement, the Councils further agree that they shall conduct their relationship in the spirit of good faith and in an open, collaborative and constructive manner; act with reasonable skill and care and in accordance with best practice.
- 3.4 The Councils further agree that they will act in accordance with the values and principles of the PARTNERIAETH as outlined in Schedule 2 and any applicable policies agreed by the Joint Committee in order to achieve the Objects.

#### **4. Establishment of a Joint Committee**

- 4.1 In exercise of their powers under sections 101(5) and 102 of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers the Councils hereby create a joint committee for Partneriaeth Addysg De Orllewin Cymru/South West Wales Education Partnership to be known as the PARTNERIAETH Joint Committee with effect from the Commencement Date.
- 4.2 The Councils shall use their Powers in sections 101, 102, 111, 112 and 113 of the Local Government Act 1972, sections 2, 19 and 20 of the Local Government Act 2000, section 1 of the Local Authorities (Goods and Services) Act 1970, section 25 of the Local Government (Wales) Act 1994, section 9 of the Local Government (Wales) Measure 2009, section 13 and 13A of the Education Act 1996 and all other enabling powers available from time to time to facilitate their effective participation in the Joint Committee and the effective delivery of the Services in accordance with the terms of this Agreement.
- 4.3 The Joint Committee shall operate and conduct its business in accordance with the terms of this Agreement including the Terms of Reference of the Joint Committee as set out at Schedule 3 to this Agreement.
- 4.4 The Councils may from time to time vary the terms of reference of the Joint Committee and this shall be a matter reserved to the Councils. The reservation to the Councils does not preclude the Joint Committee from making recommendations to vary the terms of the reference where it considers they shall promote the Council's Obligations.
- 4.5 The Joint Committee shall not have power to approve any matter which has been reserved to the Councils as set out in Schedule 8 to this Agreement. Any matter reserved to the Councils in accordance with Schedule 8 will require the unanimous agreement of all Councils before being endorsed by the Joint Committee and implemented by the PARTNERIAETH.
- 4.6 The Joint Committee may delegate functions to sub-committees and officers.
- 4.7 This Agreement is without prejudice to each Council's other powers and responsibilities for its area.

## **5. Arrangements for the discharge of functions**

- 5.1 The Councils agree to use their powers under section 101(1) of the Local Government Act 1972, sections 19 and 20 of the Local Government Act 2000 and all other enabling powers to enter into arrangements under which the Joint Committee shall discharge and undertake on their behalf those matters set out in the terms of reference of the Joint Committee in Schedule 3 to this Agreement with the purpose of supporting the Councils to discharge their statutory duties and functions.
- 5.2 Each Council hereby represents and confirms to the other Councils that it has obtained all necessary consents sufficient to ensure the effective operation of the PARTNERIAETH as provided for by this Agreement.
- 5.3 Each Council warrants that entering into this Agreement and its participation in the Joint Committee is consistent with its own constitution.

## **6. Establishment of a Strategic Group.**

The Joint Committee shall establish a Strategic Group which shall report to the Joint Committee. The Strategic Group will have responsibility for undertaking certain operational matters and shall operate in accordance with the terms of reference set out in Schedule 4.

## **7. Establishment of an Operations Group and Stakeholder Group**

The Joint Committee shall establish an Operations Group and a Stakeholder Group which shall report to the Strategic Group. The Operations Group and Stakeholder Group shall have the terms of reference set out in Schedule 5.

## **8. Establishment of a Joint Scrutiny Councillor Group**

The Councils will create a Joint Scrutiny Councillor Group with effect from the Commencement Date. The Joint Scrutiny Councillor Group shall provide an informal scrutiny function to ensure greater public accountability over decisions made by the Joint Committee and any of its sub-committees and related entities. The Joint Scrutiny Councillor Group shall comprise elected members of all of the Councils and shall operate within the terms of reference set out in Schedule 6.

## **9. Subcommittees**

The Joint Committee shall establish the membership and terms of reference for any sub-committees or sub-groups which it establishes and may dissolve such sub-committees or sub-groups. Sub-committees to which the Joint Committee delegates functions are bound by the provisions of this Agreement regulating the taking of decisions by the Joint Committee. The Joint Committee may create additional sub-committees from time to time as it sees fit.

## **10. Appointment of Lead Councils**

- 10.1 The Joint Committee shall appoint Lead Councils to assume responsibility for the discharge of Functions on behalf of the PARTNERIAETH. The Functions may include :-
- (a) Administration of Joint Committee

- (b) Contracts and Procurement
  - (c) Employment of PARTNERIAETH Lead Officer and Central Team and Human Resources function
  - (d) Finance (to include debtors, creditors, treasury management, banking, payroll and liaison with external audit), internal audit & Section 151 Officer
  - (e) Preparation of the Annual Governance Statement
  - (f) IT support
  - (g) Legal and Monitoring Officer services
  - (h) Administration and support of Joint Scrutiny Councillor Group
  - (i) Communications
  - (j) Data Protection Officer Services
- 10.2 The Joint Committee shall agree the terms of the SLA for each of the Functions and any limits on charging.
- 10.3 Any change to the appointment of a Lead Council shall be approved by the Joint Committee and unless agreed otherwise by the Joint Committee a twelve month notice period shall be given by the Council ceasing to operate the Function. The Joint Committee shall give notice to the Council which will be appointed as the replacement Lead Council for that Function.
- 10.4 The Lead Council shall, when required, act on behalf of each or all of the Councils in respect of the provision of the Functions.
- 10.5 The Lead Council responsible for management of the Central Team shall, subject to the provisions of Schedules 1 and 2, employ and manage sufficient staff as is approved by the Joint Committee for delivery of the Functions in a cost-effective and efficient manner. This Lead Council is also responsible for the human resources element of the Function and shall provide advice and support on common employment issues arising out of the operation of this Agreement. In recognition of the national model, the human resources Function will encompass organisational development activity in order to provide the regional co-ordination role in the development of policies and procedures and the regional training role associated with all regional activity.
- 10.6 The Lead Council responsible for administration shall act as clerk to and host the Joint Committee and provide other requisite support services including translation.
- 10.7 The Lead Council responsible for Finance shall prepare and manage the Annual Budget and shall prepare the annual statement of accounts and will ensure that accounting practices adopted comply with relevant legislation and good practice.
- 10.8 The Lead Council responsible for Legal and Monitoring Officer services shall supervise the governance arrangements and operation of the Joint Committee, the Strategic Group and the PARTNERIAETH in accordance

with the terms of this Agreement, conduct legal proceedings under Clause 17, and ensure compliance with relevant legislation and good practice.

10.9 The Lead Council responsible for Contracts and Procurement will act as the contracting authority for and on behalf of the PARTNERIAETH in accordance with that Council's Contract Procedure Rules and, on behalf of PARTNERIAETH, will process all payments under a contract for payment by the Lead Council for Finance when they fall due and shall, when required, carry out the instructions of the Strategic Group and ensure that its activities are competent, legally compliant and in accordance with relevant regulations, good practice and the terms of this Agreement.

10.10 Change of Lead Council.

10.10.1 Subject to clause 10.10.2 if the Joint Committee determines that it is necessary to change the Lead Council responsible for any Function the outgoing Lead Council shall take any action required by any or all of the other Councils to allow another of the Councils to take on the role of Lead Council and to allow the other Councils to continue with the PARTNERIAETH and the Agreement. Without prejudice to the generality of the foregoing the Lead Council shall promptly:

- (a) Transfer any information which it holds in its role as Lead Council to any person or body to whom the Chair of the Joint Committee instructs it to transfer;
- (b) Co-operate with the other Councils to identify whether the Central Team staff shall transfer to the replacement Lead Council and shall take all steps necessary to facilitate any such transfer unless otherwise agreed by the Councils;
- (c) Transfer any other assets which it holds in its role as Lead Council to any person or body to whom the Chair of the Joint Committee instructs it to transfer;

10.10.2 Prior to making any decision to change the Lead Council for any Function the Joint Committee shall consider a report from the Strategic Group outlining any operational or cost implications arising from any proposed change.

10.11 Lead officers

The Lead Chief Executive, the Lead Director of Education and the Lead Chief Finance Officer to the PARTNERIAETH shall be appointed by the Joint Committee and their duties shall include ensuring, as far as possible, that:

- actions and decisions required from each Council in relation to the Functions are taken promptly.
- each Council provides sufficient and appropriate support to secure effective delivery of the Functions.

## **11. Central Team**

11.1 The Joint Committee shall establish a Central Team to be managed by the PARTNERIAETH Lead Officer to be responsible for the day to day

management of matters relating to the operation of the PARTNERIAETH and the Joint Committee. The Central Team shall provide monitoring reports as requested from time to time by the Joint Committee and the Strategic Group and all other duties as set out in Schedule 11.

- 11.2 The Central Team shall be employed by the Lead Council having responsibility for the Function in accordance with clause 10. Arrangements for the accommodation of the Central Team shall be approved by the Joint Committee.

## **12. Business Plan**

- 12.1 The Strategic Group on behalf of the PARTNERIAETH shall prepare a Business Plan to be approved by the Joint Committee.
- 12.2 Each Council may prepare an annex to the Business Plan concerning its schools, school improvement priorities, improvement services and improvement targets specifying how these matters interact with the Business Plan.
- 12.3 The arrangements for the preparation and approval of the Business Plan and the Council annexes to the Business Plan are set out in Schedule 10.

## **13. Provision of Services**

The Services to be delivered by the PARTNERIAETH are set out in Schedule 2. Each Council shall identify the Services they require from the PARTNERIAETH from time to time and agree the method and timescale for delivery with the Central Team.

## **14. Admission of new parties to the PARTNERIAETH and the provision of Services to non-parties**

- 14.1 The decision to allow the admission of an additional council as a party to the PARTNERIAETH is a matter reserved to the Councils in accordance with Schedule 8. If all Councils agree to the proposed admission then the Joint Committee shall take the necessary steps to arrange for this Agreement to be varied to facilitate such admission of a new party to include confirmation of any Functions to be allocated and their contribution to the Annual Budget.
- 14.2 The decision to allow the PARTNERIAETH to provide Services to a non-party to this Agreement is a matter reserved to the Councils in accordance with Schedule 8 together with any decision on the terms and conditions upon which the Services are to be provided. The provision of services must be at no detriment to the PARTNERIAETH's operations and must be provided on at least a full cost recovery basis. If all Councils are in agreement then the Joint Committee shall authorise the Councils with responsibility for the relevant Functions to put in place the necessary arrangements including contractual agreements for the provision of Services to a non-party.

## **15. Processes for decision making**

- 15.1 The Joint Committee is the decision making body for the PARTNERIAETH for all matters within its terms of reference in Schedule 3. The Strategic

Group has responsibility for undertaking certain operational tasks to support the Joint Committee as outlined within its terms of reference in Schedule 4.

- 15.2 The Strategic Group is assisted in its operational role by the work of the Operations Group and the Stakeholder Group who will report and make recommendations to the Strategic Group for decision by the Joint Committee as appropriate.
- 15.3 For those matters which are reserved to the Councils in accordance with Schedule 8, each Council will be required to make a decision on the matter in question, in accordance with their own constitutional arrangements and the unanimous agreement of all Councils is required prior to the matter being approved by the Joint Committee.

## **16. Annual Budget**

- 16.1 The financial regulations of the Lead Council with responsibility for Finance will be adopted by the Joint Committee as the financial regulations for the PARTNERIAETH.
- 16.2 The Lead Council with responsibility for Finance will prepare the Annual Budget for the PARTNERIAETH for approval by the Joint Committee in accordance with Schedule 9. The Annual Budget shall include details of the Government Funding to be received by the Councils and/or the PARTNERIAETH and funding to be generated by the PARTNERIAETH arising out of charges for services to others (including schools) together with the Council Contribution.
- 16.3 The Joint Committee shall review and agree the Annual Budget.
- 16.4 Internal Costs

The Internal Costs incurred by each Council shall be borne in the first instance by the Council providing that internal resource. In the event that a Council is required to bear an Internal Cost which that Council views as excessive, the Council can make a request to the Joint Committee that the costs in question form part of the Annual Budget.

### **16.5 The Lead Council Costs**

The Joint Committee shall determine which of the costs incurred in undertaking the Functions shall be regarded as Lead Council Costs and regulated by a service level agreement (if required) and which costs fall outside of Lead Council Costs and will be regarded as Internal Costs to be borne by the Council incurring the expenditure. Service level agreements if required will be drafted by the Lead Council with responsibility for Finance.

Where a Lead Council for a Function incurs Lead Council Costs or liability in providing the Function, the appropriate officer of the Lead Council discharging the Function shall, on a six monthly basis, provide details of that cost or liability to the Lead Chief Finance Officer.

### **16.6 The Councils Contribution**

Each Council shall make a contribution to the PARTNERIAETH representing their share of the Annual Budget to be calculated in

accordance with Schedule 9. Each Council's Contribution will be held and managed by the Lead Council with responsibility for Finance.

#### 16.7 Provision of Services to non-parties

The Lead Council with responsibility for Contracts and Procurement shall prepare all contract documentation necessary to regulate the delivery of Services to a non-party (to include appropriate indemnities) and the Lead Council for Finance shall arrange for the non-party to be invoiced in accordance with the provisions of Schedule 9.

### 17. Legal Proceedings

17.1 Any legal action or proceedings in respect of any contract or other matter in dispute with a third party under this Agreement may be taken or defended only by the Lead Council for Legal and Monitoring Officer services for and on behalf of the other Councils, and in accordance with the instructions of the Strategic Group.

17.2 If, notwithstanding Clause 17.1, legal proceedings are issued by any one of the other Councils such proceedings will be amalgamated into one claim to be taken by the Lead Council for Legal and Monitoring Officer services alone for and on behalf of the one or all of the other Councils.

17.3 Subject to Clause 17.4, if any legal action, proceedings or claims are instituted against any of the Councils arising out of or in connection with this Agreement, then the costs of defending the proceedings or claims, and the payment of any damages or settlement arising out of the proceedings or claims, shall be shared between the Councils according to the formula used to calculate the Council's Contribution as set out in Schedule 9, provided that the Council notifies and consults the other Councils prior to taking any steps to defend the proceedings.

17.4 In the event that a claim is made which is solely attributable to the actions or omissions of one or more Councils (but not all Councils), or a Council has failed to notify and/or to consult with the other Councils prior to taking any steps to defend the proceedings or claims as required by Clause 17.3 above, the Council(s) solely attributable for the claim and/or which fails to consult prior to defending any proceedings or claims will be solely responsible for the costs of defending such action and solely liable for the payment of any damages or settlement arising out of the proceedings or claim and shall indemnify the other Councils accordingly. Where responsibility is shared by two or more (but not all) Councils then the liability shall be divided between those Councils equally unless those Councils agree otherwise.

### 18. Mitigation

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

### 19. Withdrawal from this Agreement

19.1 If a Council wishes to withdraw from the PARTNERIAETH and this Agreement, it shall provide not less than twelve months' written notice terminating at the end of a financial year (31<sup>st</sup> March) of its intention to



withdraw to the Joint Committee (“Withdrawal Notice”). The Withdrawal Notice shall contain a Liabilities Schedule detailing the following prescribed information:-

- 19.1.1 An assessment of the potential impact of the withdrawal on the continued operation of the PARTNERIAETH and in particular the potential impact on the staffing structure of a reduction in service provision.
  - 19.1.2 Details of any outstanding payments of the Council’s Contributions to the Annual Budget as at the date of the Withdrawal Notice and an estimate of any Contribution payable as at the date of withdrawal.
  - 19.1.3 Details of any potential liabilities to the other Councils to include liability in relation to current or potential litigation or any potential claims that may be made pursuant to clauses 17 and 21.
  - 19.1.4 Details of any claims that the withdrawing Council may have against any of the other Councils in relation to a potential breach of the terms of this Agreement or under the indemnity provisions in clause 21.
  - 19.1.5 Details of any assets held or staff employed by the Council which it is proposing to transfer to the PARTNERIAETH and any associated costs.
  - 19.1.6 Proposals for settling any actual or potential claims, making good any losses or liabilities or satisfying any indemnities arising under this Agreement.
- 19.2 The Withdrawal Notice shall not take effect until the content of the Liabilities Schedule has been approved by the Joint Committee. Consideration of a Withdrawal Notice is a matter reserved to the Councils who will make a decision on whether to accept the Withdrawal Notice and approve the Liabilities Schedule, before the matter is considered by the Joint Committee.
- 19.3 The Joint Committee shall notify Welsh Government within 10 working days of receipt of a Withdrawal Notice of a Council’s intention to withdraw from the PARTNERIAETH and this Agreement.

## **20. Termination of This Agreement**

- 20.1 This Agreement may be terminated as follows:
- 20.1.1 By all Councils agreeing that this Agreement may be determined upon terms agreed by all the Councils to include the arrangements for the dissolution of the PARTNERIAETH and the discharge of all outstanding liabilities associated with the PARTNERIAETH.
  - 20.1.2 The Agreement will automatically determine on the expiry of a Withdrawal Notice which has been approved by the Joint Committee leaving only one remaining Council which has not withdrawn from the Agreement.
- 20.2 The following clauses survive termination of this Agreement – clauses 17, 21, 22, 24 and 25

## **21. Liabilities of the Councils**

- 21.1 Each Council shall indemnify and keep indemnified the other Councils against all Loss which the other Councils may incur by reason of or arising directly or indirectly out of any default or breach by a Council of its obligations under this Agreement or of the terms and conditions of any offer of Government Funding. Subject to clause 21.2 in the event that the responsibility is a shared one between 2 or more (but not all) of the Councils (so that it is not reasonably practicable to ascertain the exact responsibility between the Councils) then the amount shall be divided between those Councils equally unless those Councils agree otherwise.
- 21.2 Where responsibility for the Loss is shared by all the Councils and it is not reasonably practicable to ascertain the exact responsibility between the Councils then the amount of the Loss shall be divided between the Councils on a pro rata basis according to formula used to calculate the Council Contributions as set out in Schedule 9.
- 21.3 A Council which receives a claim for losses, expenses, actions, demands, costs and liabilities which relates to this Agreement shall notify and provide details of such claim as soon as is reasonably practicable to the other Councils.
- 21.4 No Council shall be indemnified in accordance with this clause 21 unless it has given notice in accordance with clause 21.3 to the other Council(s) against whom it shall be enforcing its right to an indemnity under this Agreement. The Council seeking the indemnity shall not admit, compromise or settle any claim without the consent of the indemnifying Council except where such consent would be unreasonable in the circumstances of the case.
- 21.5 Each Council shall not be obliged to indemnify the other Councils to the extent that the insurances maintained by the other Councils at the relevant time provide an indemnity against the loss giving rise to a claim and to the extent that another Council recovers under a policy of insurance save that the Council responsible for liabilities suffered by another Council shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance.
- 21.6 If the Lead Council for Finance is in receipt of Government Funding on behalf of the PARTNERIAETH and is required to repay some or all of the same then all the Councils will share any Loss on a pro rata basis according to the formula set out in Schedule 9 if the reason for the repayment is as follows:-
- 21.6.1 The actions or event which have led to the demand for repayment have arisen as a result of any of the Councils acting on the instructions of the Joint Committee or Strategic Group; or
- 21.6.2 The requirement to repay the Government Funding has arisen as a result of a decision of Welsh Government which is not attributable to the actions or omissions of any of the Councils.
- 21.7 If any of the Lead Councils whilst undertaking their Functions incur a Loss as a result of following an instruction from the Joint Committee or Strategic Group such Loss shall be shared between all the Councils on a pro rata

basis according to the formula set out in Schedule 9 unless the Councils agree otherwise.

- 21.8 Nothing in this clause shall require any Council to indemnify any other Council for Loss occasioned by the claiming Council as a result of that claiming Council's negligent acts or omissions.
- 21.9 Any Council seeking to withdraw from the PARTNERIAETH and this Agreement in accordance with clause 19 shall indemnify the other Councils against any Loss to the other Councils arising directly out of the consequences of its withdrawal from the PARTNERIAETH and this Agreement.

## **22. Dispute Resolution**

- 22.1 The Councils undertake and agree to pursue a positive approach towards dispute resolution which seeks in the context of this joint working arrangement to identify a solution at the lowest operational level that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the parties.
- 22.2 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with either Option A or Option B of this clause 22. This is without prejudice to the right of any Council under section 103 of the Local Government Act 1972 to refer a dispute about the expenses of a joint committee to be determined by a single arbitrator agreed by the appointing authorities or, in the absence of agreement to be determined by the Welsh Ministers.
- Option A:
- 22.3 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination, (a "Dispute") shall, at the written request of any Council, be referred by each Council to its Chief Executive officer.
- 22.4 If the Councils' Chief Executive officers do not agree a resolution of the Dispute within twenty Business Days of the date of service of any such request, either party may require the other party by notice in writing to attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Within five Business Days of the date of service of such notice the parties shall each propose a mediator and shall seek to agree as to the selection of a mediator.
- 22.5 If the Councils are unable to agree on a mediator within ten Business Days of date of service of the notice referred to in clause 22.4 or the mediator agreed upon is unable or unwilling to act and the Councils cannot agree upon a substitute, any of the Councils may apply to CEDR to appoint a mediator as soon as practicable.
- 22.6 The Councils shall within five Business Days of the appointment of the mediator (the "Mediator") meet with the Mediator in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the Councils

may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.

- 22.7 All negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the Councils in any future proceedings.
- 22.8 If the Councils reach agreement on the resolution of the Dispute, such agreement shall be reduced to writing and, once it is signed by the Councils or their duly authorised representatives, shall be and remain binding upon the parties.
- 22.9 The costs and expenses of the mediation shall be borne equally by the Councils. Each Council shall bear its own costs and expenses of its participation in the mediation.
- 22.10 If mediation fails to secure a resolution within ten Business Days of the Mediator being appointed, the Councils shall attempt to settle the Dispute by arbitration under the Rules of the London Court of International Arbitration (which Rules are deemed to be incorporated by reference into this clause) and otherwise in accordance with clause 22.11.
- 22.11 In the event that an arbitration is commenced pursuant to clause 22.10, the parties agree that:
- (a) the tribunal shall consist of one arbitrator who is to be a chartered accountant who is a full member of one of the CCAB bodies if the dispute relates to a financial matter or a solicitor of at least ten years standing as a qualified solicitor if the dispute relates to any other matter;
  - (b) the place of the arbitration shall be Swansea;
  - (c) the decision of the arbitrator shall be final and binding on the parties (save in the case of manifest error).
- 22.12 In the event that an arbitration is commenced pursuant to clause 22.10 the Joint Committee shall notify the Welsh Government.

#### Option B

- 22.13 All disputes, claims or differences between the Councils arising out of or in connection with this Agreement or its subject matter or formation, including any question regarding its existence, validity or termination shall, at the written request of any Council be referred to:
- (a) such chartered accountant who is a full member of one of the CCAB bodies if the dispute relates to a financial matter or a solicitor of at least ten years standing as a qualified solicitor if the dispute relates to any other matter as the Councils may agree in writing; or
  - (b) failing agreement on the identity of the chartered accountant for a dispute relating to a financial matter or the solicitor for a dispute relating to any other matter within seven days of the date of service of the request, such chartered accountant as may be appointed for this purpose on the application of any Council by the President for the time being of one of the CCAB bodies if the dispute relates to a financial matter or such solicitor

as may be appointed by the President for the time being of the Law Society of England and Wales if the dispute relates to any other matter.

22.14 The chartered accountant or solicitor appointed under clause 22 (the "Expert") shall act on the following basis:

- (a) he shall act as expert and not as arbitrator;
- (b) his terms of reference shall be to determine the matter in dispute, as notified to him in writing by either party within thirty days of his appointment;
- (c) the Councils shall each provide the Expert with all information which he reasonably requires and the Expert shall be entitled (to the extent he considers it appropriate) to base his opinion on such information;
- (d) the Expert's determination shall (in the absence of manifest error) be conclusive; and
- (e) the Experts' costs shall be borne in such proportions as the Expert may direct or, failing any such direction, shall be borne equally between the Councils unless agreed otherwise by the Councils.

## **23. Notices**

### **23.1 Form of Notice**

Any demand, notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post or special delivery post to the recipient at the address stated in Schedule 12 (or such other address as may be notified in writing from time to time to all of the other Councils) or sent by email to the address stated at Schedule 12 (or such other email address as may be notified in writing from time to time to all of the other Councils).

### **23.2 Service**

Any such demand, notice or communication shall be deemed to have been duly served:

- (a) If delivered by hand, when left at the proper address for service;
- (b) If given or made by pre-paid first class or special delivery post two Business Days after being posted; or
- (c) If sent by email, at 9 am the day following the receipt of the email. It shall be sufficient to show that the email was addressed to the correct email address without any error message on the delivery receipt. Where a notice is sent by email it shall also be sent by post.

Provided in each case that if the time of such deemed service is either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

## **24. Information and Confidentiality**

- 24.1 Each Council shall keep confidential the Confidential Information and Intellectual Property of any of the Councils and shall use all reasonable endeavours to prevent their employees and agents from making any disclosure to any person of the Confidential Information and Intellectual Property rights of the Councils other than as permitted under the provisions of this Agreement. Each Council shall not use or disclose other than as permitted under the provisions of this Agreement any Confidential Information about the business of or belonging to any other Council or third party which has come to its attention as a result of or in connection with this Agreement.
- 24.2 The obligation in clause 24.1 shall not apply to:
- (a) Any disclosure of information that is reasonably required by persons engaged in the performance of their obligations under this Agreement.
  - (b) Any matter which a party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause.
  - (c) Any disclosure which is required by any law (including any order or a court of competent jurisdiction) any statutory obligation or the rules of any stock exchange or governmental or regulatory authority having the force of law.
  - (d) Any disclosure of information which is already lawfully in the possession of the disclosing Council without restrictions as to its use prior to its disclosure by the disclosing Council.
  - (e) Any disclosure which is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies.
  - (f) Any disclosure which is necessary to be disclosed to provide relevant information to any insurance broker in connection with obtaining any insurance required by this Agreement.
  - (g) Any disclosure by a party to a department, office or agency of the Government.
  - (h) Any disclosure for the purpose of the examination and certification of a party's accounts.
- 24.3 Where disclosure is permitted under clauses 24.2(a), 24.2(f), 24.2(g) or 24.2(h) the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing Council.
- 24.4 No Council shall make any public statement or issue any press release or publish any other public document relating to, connected with or arising out of this Agreement unless it has been approved by the Strategic Group with the agreement of the Chair of the Joint Committee.

## 25. Data Protection

- 25.1 The Councils shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in a document to be agreed by the Councils.
- 25.2 Each Council shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
- 25.3 To the extent any Council processes any Personal Data on behalf of another Council the processing Council shall:
- (a) Process such Personal Data only in accordance with the other Council's written instructions from time to time and only for the duration of this Agreement.
  - (b) Not process such Personal Data for any purpose other than those set out in this Agreement or otherwise expressly authorised by the other Council.
  - (c) Take reasonable steps to ensure the reliability of all its personnel who have access to such Personal Data, limit such access to its personnel who require access, and remove, when no longer required, such access to the Personal Data, and ensure that any such personnel are committed to binding obligations of confidentiality when processing such Personal Data.
  - (d) Implement and maintain technical and organisational measures and procedures to ensure an appropriate level of security for such Personal Data, including protecting such Personal Data against the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access.
  - (e) Not transfer such Personal Data outside the European Economic Area without the prior written consent of the other party.
  - (f) Inform the other Council within twenty four (24) hours if any such Personal Data is (while within the processing Council's possession or control) subject to a personal data breach (as defined in the UK GDPR) or within such other time period as required under other Data Protection Laws, or is lost or destroyed or becomes damaged, corrupted or unusable.
  - (g) Only appoint a third party to process such Personal Data with the prior written consent of the other Council.
  - (h) Not use or disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other Council or as expressly provided for in this Agreement.
  - (i) Return or irretrievably delete all Personal Data on termination or expiry of this Agreement and not make any further use of such Personal Data.

- (j) Provide to the other Council and any DP Regulator all information and assistance necessary or desirable to demonstrate or ensure compliance with the obligations in this clause and the Data Protection Laws.
  - (k) Permit the other Council or its representatives to access any relevant premises, personnel or records of the processing Council on reasonable notice to audit and otherwise verify compliance with this clause.
  - (l) Take such steps as are reasonably required to assist the other Council in ensuring compliance with its obligations under the UK GDPR and other applicable Data Protection Laws.
  - (m) Notify the other Council within two (2) Business Days if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
  - (n) Provide the other Council with its full co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data.
- 25.4 If any Council receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by another Council or to another Council's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other Council and it shall provide the other Council with reasonable co-operation and assistance in relation to any such complaint, notice or communication.
- 25.5 If a Council requires another Council to make any disclosures or provide any information in respect of this Agreement in order to enable that party to meet its obligations under the Data Protection Laws the other Council shall do so.
- 25.6 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.

## **26. Intellectual Property**

- 26.1 Each Council shall retain all Intellectual Property in its Material.
- 26.2 Each Council shall grant all of the other Councils and any other person specified by the Joint Committee a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Councils' obligations in relation to the PARTNERIAETH whether or not the Council granting the licence remains a party to this Agreement.
- 26.3 Any Intellectual Property in Material which is produced by the Joint Committee, the Strategic Group or the Central Team shall be held by the Lead Council with responsibility for the Central Team on behalf of the Councils jointly.
- 26.4 Without prejudice to clause 26.1, if more than one Council owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Council can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Councils), each of the Councils who contributed to the relevant IP Material shall grant to all other Councils to this



Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Councils were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.

- 26.5 Any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement shall have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property.
- 26.6 Each Council warrants that it has or shall have the necessary rights to grant the licences set out in clause 26.2 and 26.4 in respect of the IP Material to be licensed.
- 26.7 Each Council agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Councils (and at the expense of the Council or Councils making the request) to give full effect to the terms of this Agreement.

## **27. Freedom of Information**

- 27.1 Each Council acknowledges that it and the other Councils are subject to the requirements of FOI Legislation and therefore recognise that information relating to this Agreement may be the subject of a request to access information. The Councils shall comply with their policies on FOI Legislation in respect of information disclosure obligations to the extent that they relate to the PARTNERIAETH.
- 27.2 Where a Council receives a request for information under the FOI Legislation in relation to information which it is holding on behalf of any of the other Councils in relation to the operation of the PARTNERIAETH, it shall inform the other Councils of the request and its response.
- 27.3 Any Council which receives a request for information under FOI Legislation shall be responsible for determining in their absolute discretion whether any information requested under FOI Legislation:
- (a) Is exempt from disclosure under FOI Legislation.
  - (b) Is to be disclosed in response to an Information Request.
- 27.4 Each Council acknowledges that any of the Councils may be obliged under FOI Legislation to disclose information:
- (a) Without consulting the other Councils where it has not been practicable to achieve such consultation; or
  - (b) Following consultation with the other Councils and having taken their views into account.

## **28. Language**

The Joint Committee shall undertake its functions in such a way as to comply with each of the Councils compliance notices issued under the Welsh Language Standards (No 1) Regulations 2015.

## **29. Severability**

29.1 If at any time any clause or part of a clause or schedule or appendix or part of a schedule or appendix to this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable in any respect:

- (a) That shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.
- (b) The parties shall in good faith amend this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision to the extent that such spirit and intention is consistent with the laws of that jurisdiction and so that the amended Agreement complies with the laws of that jurisdiction.

## **30. Relationship of Councils**

Each of the Councils is an independent Council and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of partnership or principal/agent or of employer/employee. No party shall have any right or authority to act on behalf of another party nor to bind another party by contract or otherwise except to the extent expressly permitted by the terms of this Agreement.

## **31. Third Party Rights**

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

## **32. Entire Agreement**

This Agreement and all documents referred to in this Agreement set forth the entire agreement between the parties with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings and agreements whether oral or written between the parties. Each party acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and that its only remedies are for breach of this Agreement, provided that this shall not exclude any liability which either party would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

## **33. Law of Agreement or Jurisdiction**

This Agreement shall be governed by the laws of England and Wales as they apply in Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **34. Assignment**

34.1 The rights and obligations of the Councils under this Agreement shall not be assigned, novated or otherwise transferred to any person other than to any public body acquiring the whole of the Agreement and having the legal

capacity, power and authority to become a party to and to perform the obligations of the relevant Council under this Agreement being:

- (a) The Welsh Ministers,
- (b) A devolved Welsh authority as defined in the Wales Act 2017.
- (c) A Minister of the Crown pursuant to an Order under the Ministers of the Crown Act 1975,
- (d) A UK public body exercising functions in Wales or in England and Wales.

**35. Waiver**

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

**36. Counterparts**

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

**37. Discretion of the Councils**

The discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

THE COMMON SEAL OF  
the Carmarthenshire County Council  
was hereunto affixed in the presence of

THE COMMON SEAL OF  
the Pembrokeshire County Council  
was hereunto affixed in the presence of

THE COMMON SEAL OF  
the Council of the City and County of Swansea  
was hereunto affixed in the presence of

## **SCHEDULE 1**

### **Each Council's Responsibilities**

1. Each Council will retain statutory accountability for school performance and the exercise of statutory powers of intervention and organisation of schools. They will not duplicate the work or activities of the PARTNERIAETH.
2. The PARTNERIAETH will nominate a senior officer to liaise with each Council's relevant Lead Officer who shall jointly agree on the scope and frequency of their meetings having regard to issues requiring attention.
3. The Councils' responsibilities will include:
  - a) recommending a Lead Director of Education, for approval by the Joint Committee, to act as the main point of contact with the PARTNERIAETH.
  - b) arranging for its lead school improvement officer to work collaboratively with the dedicated strategic lead/senior adviser appointed by the PARTNERIAETH.
  - c) discussing with the PARTNERIAETH their respective roles, functions and actions with a view to avoiding duplication of effort and, in particular, each Council shall share with the PARTNERIAETH information relating to the overall vision and social and economic development priorities for their areas, having particular regard to issues that are likely to affect schools.
4. Councils will monitor progress of schools in their area through their member-level scrutiny arrangements
5. Each Council's scrutiny committee for children's and education services will meet at least once a year to consider performance and progress in their schools such meetings to be attended by Council and PARTNERIAETH staff equipped to answer questions
6. Each Council shall cooperate with and support the Joint Scrutiny Councillor Group in the scrutiny of the work of the PARTNERIAETH.
7. Councils shall provide the PARTNERIAETH with access to relevant data systems including anonymised data sets on pupil performance where these are held at local authority level.
8. Councils and the PARTNERIAETH shall jointly consider recommendations on statutory school interventions and, in the absence of exceptional circumstances, will implement them in accordance with agreed protocol.
9. Each Council undertakes to act reasonably in their expectations of PARTNERIAETH staff and resources and agrees that staff shall not be required to spend a disproportionate amount of their time on reporting and scrutiny work.

## **SCHEDULE 2**

### **The PARTNERIAETH: Values and Principles, Organisation and Services**

#### **Part 1: Values and Principles**

Effective partnerships and collaboration only become truly effective when they are underpinned and enclosed by shared values and principles. They allow trust and mutual understanding to develop within a safe environment.

Inclusivity- the PARTNERIAETH needs to ensure that all Councils are involved and included in the decision making, accountability and performance management process of regional working.

Accountability- Robust quality assurance and accountability processes must be established. This should include a value for money element. Accountability is the responsibility of all partners and processes should ensure that every Director is equally involved – this leads to collective responsibility and should secure high quality provision.

Open and honest, Transparency, agility, subsidiarity

Mutual trust- not unravelled by individuals or groups of individuals.

#### **Equity and Fairness**

- Equity and excellence go hand in hand. Location, deprivation or childhood experiences will not prevent learners from reaching their maximum potential
- Learners in the Region will be resilient, imaginative, compassionate and ambitious – they will aim high and achieve their goals
- The PARTNERIAETH will take pride in the job that it does and is ambitious for all of the schools and pupils in the region
- The PARTNERIAETH is committed to ensuring effective learning and that all pupils reach their potential

#### **Support**

- The PARTNERIAETH celebrates and shares success
- The PARTNERIAETH leads by example and inspires confidence in others
- The PARTNERIAETH leads by example and drives continuous improvement, by asking how could this be done better
- The PARTNERIAETH focuses on longer-term outcomes rather than short-term goals
- Barriers and challenges are resolved promptly and success is celebrated

## **Innovation**

- The PARTNERIAETH inspires others and continuously seeks innovative solutions.
- The PARTNERIAETH effectively plans and anticipates change.
- The PARTNERIAETH acts on opportunities.
- The PARTNERIAETH recognises problems and implements solutions

## **Collaboration**

- Within the PARTNERIAETH, transparency, trust and honesty are a professional obligation
- The PARTNERIAETH listens, reflects and prepares well and questions.
- The PARTNERIAETH engages and supports each other by working together and developing a shared focus.
- The PARTNERIAETH builds effective relationships with all stakeholders and partners.
- The PARTNERIAETH recognises people's contributions and achievements
- The PARTNERIAETH focuses on sustainable progress and growth

## **Integrity**

- All involved work together with each partner feeling valued, motivated, responsible and having the opportunity to contribute to the collective outcomes of the process;
- The PARTNERIAETH is trustworthy and reliable
- The PARTNERIAETH is able to adapt to changing priorities and seeks to create a positive and healthy working environment.
- The PARTNERIAETH stands by difficult decisions and openly acknowledges errors.
- The PARTNERIAETH challenges and confronts poor performance.

## **Key Principles**

- Deliver a genuine partnership with other local authorities and the region to build capacity
- Share learning across the region to better support schools using consistent school improvement methodologies.

- Deliver on a small number of priorities (*the priorities will be agreed and reviewed annually by effective co-construction, collaboration and partnership working*)
- Maximise devolved funding to schools ensuring transparency on funding issues
- Needs of all learners and schools in the collaboration are known and understood by partners and is at the centre of the work of the partnership
- the strong relationship between the school and the Local Authority should be the basis of an integrated approach to school improvement.
- exceptional quality, innovation and rigour in the delivery of agreed support services
- good value for money
- to work towards providing a fully bilingual service
- a service led by the needs of schools and Local Authority priorities
- Local employment and deployment of a school improvement team
- Provide a secure central service which can encourage excellent people to commit to it, enabling funding to be delegated purposefully and provide higher levels of funding to reach schools as our key partners.
- Be an acknowledged hub of excellence, led by securely employed, high level specialists, who are able to provide leadership and support for local, hub or other sub-regional groupings.
- Be a partnership enabling the best use of intelligence about schools and the resources available to support improvement
- Share learning across the region to better support schools using consistent school improvement methodologies.
- Establish a consistent regional approach to reduce duplication, ensure fairness and equity for all schools and to demonstrate value for money.
- Have a secure and effective model of governance to underpin a more responsive and innovative regional service which supports accountabilities that are shared between the regional and the local.
- Develop a regionally formulated and agreed school improvement strategy to be delivered locally to ensure the best possible provision of school improvement to further improve learner outcomes

## **Part 2: Organisation**

### Staffing Structure



The PARTNERIAETH will assign a dedicated strategic lead/senior adviser to link with each lead school improvement officer in each of the Councils to aid communication and integration.

#### Retention of central powers

The PARTNERIAETH will ensure that there is sufficient expertise in the Central Team to manage the following matters effectively:

- a) progress of schools within the Region
- b) strategic planning and coordination of the professional learning service and performance management of its effectiveness in delivering the Objects
- c) strategic leadership of key themes of work such as leadership development, curriculum support, support for Welsh and any other function determined by the Joint Committee.
- d) in conjunction with the Councils, business planning including management of financial resources, risk management, human resource management of PARTNERIAETH staff and the procuring of services

### **Part 3: Services Provided by the PARTNERIAETH to the Councils**

- a) Functions of the PARTNERIAETH will include
  - **Leadership programmes and professional learning** on all levels throughout the workforce
  - Support for **Schools Causing Concern**/schools at risk of causing concern if required / Improving quality in our Schools
  - Implement and support Welsh Government Strategies and develop **regionally formulated strategies to implement these**
  - ⊖ Develop **regionally formulated and agreed strategies**
  - **Cymraeg including Cymraeg 2050**
  - Enable schools to become effective **learning organisations**
  - Support for **Digital learning**
  - Professional learning for **blended learning**.
  - **Equity and Wellbeing**
  - Research and links with **Higher Education Institutions**
  - Provide good quality advice and guidance for the **world of work**
  - Secondary Support

- Qualifications
- Pedagogy
- Collaborative Learning
- Additional Literacy and Numeracy
- Regional support for Modern foreign languages (Global Futures/Primary)
- Links with LA officers
- Facilitate School to School support
- Education Workforce Council links

Supporting the development of school leadership at all levels including affording opportunities for emerging and senior leaders to develop their experience and expertise through assignment and secondment to other schools, and commissioning and co-ordinating the provision of professional learning and development programmes

Ensuring the effective delivery in all schools and pupil referral units of national frameworks to support Welsh Government policy and strategy frameworks and co-ordinating and quality assuring the provision of professional learning and development to achieve this

Aligning Welsh Government and local strategies across the partnership to raise standards and ensuring the provision of high quality professional development offering relevant professional learning for practitioners

Working with the Authorities to ensure that their plans develop ensuring the alignment of the Welsh in Education Strategic Plans (WESP) across each Council to achieve consistency in the development of excellence in education in both the Welsh-medium and bilingual sectors and also in the delivery of Welsh as a second language

Providing and enabling strategic vision, focused leadership at a regional level and guidance, advice and focus to work supporting all aspects of school improvement.

### **SCHEDULE 3**

#### **Terms of Reference of the Joint Committee**

#### **1 Governance**

1.1 Leaders of the three Councils

#### **2 Purpose**

2.1 The Joint Committee has ultimate responsibility and accountability for decisions taken in relation to the operation of the PARTNERIAETH.

2.2 The Joint Committee's functions shall include:

(a) Implementing appropriate governance structures for the PARTNERIAETH.

(b) Developing and implementing the strategic planning for the PARTNERIAETH to include approval and adoption of the Business Plan.

(c) Overall responsibility for the performance monitoring.

(d) Approving the Annual Budget and the statement of accounts, agreeing the basis on which the Annual Budget will be funded and any change to the basis for calculation of each Council's Contribution to the Annual Budget. The approval of the first Annual Budget shall be a matter reserved to the Councils in accordance with Schedule 8. All subsequent Annual Budgets will be approved by the Joint Committee taking recognition of the current economic climate and pressure on the public sector in the applicable year, and on the proviso that the approval shall not result in any Annual Budget exceeding the previous years Annual Budget by more than 5 %.

(e) Approving the internal audit plan, internal audit charter and receiving the Head of Internal Audit annual assurance option.

(f) Receiving external audit reports, including the audit of accounts report (ISA 260)

(g) Approving the annual governance statement

(h) Appointing the Lead Council for each of the Functions

(i) Responsibility for resource allocation and ensuring optimal staffing levels to achieve the Objects.

(j) Appointing the Lead Officers as required by clause 10.11.

(k) Appointing (in consultation with the Strategic Group) the PARTNERIAETH Lead Officer.

(l) To receive and consider reports and recommendations from the PARTNERIAETH Lead Officer, the Strategic Group or the Joint Scrutiny Councillor Group.

- (m) Strategic communications.
- (n) Subject to the prior approval of the Councils, receiving and considering Withdrawal Notices and approving the Liabilities Schedule for a withdrawing Council.

### **3 Membership**

- 3.1 Each of the Councils shall appoint its leader or equivalent as its representative as a member of the Joint Committee and all such members shall have full voting rights.
- 3.2 Each of the Councils shall appoint its Cabinet Member with responsibility for Education as a non voting member of the Joint Committee.
- 3.3 In the event that a Council's leader is unable to attend all or part of a meeting of the Joint Committee the relevant Cabinet Member with responsibility for Education will automatically substitute for the leader and shall be able to vote in their place. In the event that the Cabinet Member is unable to attend the meeting then the leader can appoint an alternative substitute with full voting rights for the period that they are substituting for the leader.
- 3.4 In the event that that the Cabinet Member with responsibility for Education is either substituting for the leader in accordance with paragraph 3.3 or is otherwise unable to attend the meeting of the Joint Committee then that Cabinet Member may appoint a substitute to attend meetings of the Joint Committee in a non-voting capacity.
- 3.5 The Joint Committee shall be entitled to co-opt such additional persons to the Joint Committee as non-voting members as the Joint Committee sees fit and on terms to be determined by the Committee.
- 3.6 The co-option of any person as a non-voting member shall be subject to that person confirming in writing to the monitoring officer that he or she agrees to comply with the Co-opted Member Protocol in Schedule 7. No co-option shall take effect until such confirmation has been given.
- 3.7 The following officers shall attend the meetings of the Joint Committee and shall not have a vote:
  - (i) The Chief Executive of each of the Councils with the Lead Chief Executive to support the Chair and advise members.
  - (ii) The Director of Education of each of the Councils with the Lead Director to provide technical advice to the members.
  - (iii) The PARTNERIAETH Lead Officer who shall provide a report dealing with the progress in attaining the Objects including an update on the Business Plan.
  - (iv) The Chair of the Joint Scrutiny Councillor Group with observer status only.

- (v) The Lead Council with responsibility for Finance will arrange for its S.151 officer (or a deputy) to attend to report on the Annual Budget, Statement of Accounts and any other financial matters.
  - (vi) The Chair of the Strategic Group to present and advise on reports from the Strategic Group.
  - (vii) The monitoring officer and section 151 officer of each of the Councils shall be entitled to attend meetings of the Joint Committee as an advisor dependant on the subject matter of agenda items.
- 3.8 The Joint Committee may invite officers of the Councils or from outside bodies to attend committee meetings to present reports or to participate in Joint Committee business or to observe proceedings. These officers will not be members of the Joint Committee, will not form part of the quorum and will not be entitled to vote.

#### **4 Chair**

- 4.1 The Chair of the Joint Committee shall be one of the Council Leaders appointed to the Joint Committee.
- 4.2 The Chair of the Joint Committee shall be elected for a two year term in the first instance, reviewed annually thereafter.
- 4.3 The two Leaders of the remaining local authorities shall be appointed as Deputy Chairs.

#### **5 Voting**

- 5.1 Each member of the Joint Committee shall have one vote. Decisions of the Joint Committee shall be made by simple majority vote. In the event of an equality of votes, the Chair of the Joint Committee shall have a casting vote. In the absence of the Chair or in the event of the Chair withdrawing from the meeting for a particular agenda item, then the Joint Committee shall determine which of the Deputy Chairs shall sit as chair pro tem and that Deputy Chair shall have the casting vote for such period as the Chair is absent from the meeting.

#### **6 Proceedings of Meetings**

- 6.1 The rules of procedure in the constitution of the Lead Council responsible for administration of the Joint Committee shall apply to meetings of the Joint Committee.
- 6.2 The leaders of the Councils shall be subject to the codes of conduct of their respective Councils.
- 6.3 Co-opted members of the Joint Committee who are not members of the Councils shall be subject to the rules of conduct in Schedule 7 and shall sign an undertaking in the form set out at Schedule 7 to confirm that they shall abide by those rules of conduct.

#### **7 Quorum**

- 7.1 The quorum for a meeting of the Joint Committee shall be one representative with voting rights from each of the three Councils.

## **8 Frequency**

- 8.1 The Joint Committee shall meet on a regular basis at a frequency to be determined by the Joint Committee. Additional meetings may be called by the Chair on at least seven clear days' notice issued through the Central Team.

## **9 Allowances**

- 9.1 No allowances shall be paid.

## **10 Servicing**

- 10.1 The Lead Council with responsibility for administration of the Joint Committee shall organise appropriate servicing for the meetings.

## **11 Sub groups**

- 11.1 The Joint Committee by agreement can introduce sub-groups or task & finish groups for any matters which they feel would be better dealt with in this way. These sub-groups shall report to the Joint Committee with any recommendations or draft papers or reports.

## **12 Review**

- 12.1 The terms of reference of the Joint Committee shall be reviewed annually and any recommendations for variation shall be referred to the Councils for determination.

## **SCHEDULE 4**

### **Terms of Reference for the Strategic Group**

#### **1 Governance**

##### 1.1 Officer Governance

#### **2 Purpose**

##### 2.1 The Strategic Group shall have the following roles:

- (a) To act as a reference point for PARTNERIAETH in terms of its interface with the Joint Committee of PARTNERIAETH and PARTNERIAETH's Operations Group.
- (b) Enabling PARTNERIAETH to plan strategically and efficiently for the delivery of key functions and strategic objectives.
- (c) Advising PARTNERIAETH's Joint Committee on strategic plans, performance, resource and risk management in relation to the functions PARTNERIAETH delivers on behalf of the 3 local authorities.
- (d) Embracing and advocating a partnership approach to the effective delivery of national policy for professional learning and leadership development within the context of school improvement.
- (e) Supporting strong governance and strategic oversight of the business plan
- (f) Ensuring value for money within a costed business plan
- (g) Demonstrating oversight of PARTNERIAETH's risk register and its management
- (h) Ensuring suitable staff capacity to deliver the required functions
- (i) Evaluating performance against outcomes prescribed within the business plan
- (j) Ensuring that the collaborative partnership meets the needs of local authorities and that additional needs are prescribed in Annex A of the business plan
- (k) Ensuring that members are available to meet with PARTNERIAETH's Joint Scrutiny Councillor Group in accordance with the Joint Scrutiny Councillor Group's terms of reference.
- (l) Representing the consensus of the group in the Joint Committee, as required.
- (m) Receiving updates from the PARTNERIAETH Lead Officer on the work of PARTNERIAETH's Operations Group.

##### 2.2 The Strategic Group shall have the following responsibilities:

- (a) Contributing to the development and formulation of strategy for the attainment of the Objects.
- (b) Preparing the Annual Budget for approval by the Joint Committee with the guidance and support of the Lead Chief Finance Officer.
- (c) Preparing the Business Plan for approval by the Joint Committee with the guidance and support of the PARTNERIAETH Lead Officer.
- (d) Scrutiny and monitoring of the operation and performance of the PARTNERIAETH, the Central Team and each of the Councils in pursuance of the Objects.
- (e) Advising, setting targets and monitoring the work of the PARTNERIAETH, ensuring that all targets towards the attainment of the Objects are met and, to this end, requesting and considering regular reports from the Lead Council.
- (f) Scrutiny and monitoring of financial controls and systems of risk management and undertaking a budget monitoring function.
- (g) Consulting with the Joint Committee over the appointment (and removal) of the PARTNERIAETH Lead Officer and senior management and recommending appropriate levels of remuneration.
- (h) Making recommendations to the Joint Committee on the approval of and changes to the staffing structure of the Central Team.
- (i) Advising, setting targets and monitoring the work of the Central Team and, to this end, requesting and considering regular reports from the Lead Council having responsibility for management of the Central Team.
- (j) Overseeing the work streams of the Central Team with a view to ensuring that all targets towards the attainment of the Objects are met.
- (k) Approving all contractual arrangements necessary for the attainment of the Objects to be entered into by the Lead Council for Contracts and Procurement on behalf of the PARTNERIAETH.
- (l) Doing such other things in accordance with the terms of this Agreement as may be agreed from time to time.

### **3 Accountable to**

- 3.1 Joint Committee

### **4 Reporting**

- 4.1 All reports prepared by the Strategic Group once approved by the Strategic Group shall be submitted as draft to the Joint Committee for approval via the Central Team.

### **5 Membership**

- 5.1 The Strategic Group shall consist of the following members:-



- (a) the Directors of Education for each Council;
  - (b) the PARTNERIAETH Lead Officer;
  - (c) PARTNERIAETH strategic advisers as and when required.
- 5.2 If a member of the Strategic Group is unable to attend a meeting that member may be represented by a deputy nominated in writing by the Council or body they represent to attend the meeting in their place.
- 5.3 The Joint Committee may approve the co-option of additional representatives to the Group. Co-opted members may include representatives of other key stakeholders such as diocesan authorities, etc and other consultative and stakeholder forums that the PARTNERIAETH may choose to engage.
- 5.4 The co-optees shall not count towards the quorum. Their co-option shall be subject to that person confirming in writing to the monitoring officer that he or she agrees to comply with the Co-opted Member Protocol in Schedule 7. No co-option shall take effect until such confirmation has been given
- 5.5 The Strategic Group may invite officers of the Councils or from outside bodies to attend Group meetings to present reports or to participate in Group business or to observe proceedings. These officers will not be members of the Strategic Group and will not form part of the quorum.

## **6 Chair**

- 6.1 The Chair will be the Lead Director of Education as agreed by the Joint Committee.
- 6.2 In the absence of the Chair at a meeting a chair for that meeting shall be appointed by the Strategic Group from amongst the members in attendance.
- 6.3 The responsibilities of the Chair include
- a) deciding, in consultation with the PARTNERIAETH Lead Officer, the agenda for each meeting of the Strategic Group, ensuring that standing items in relation to strategic planning, performance, resource and risk management are included on each Strategic Group meeting agenda. Ensuring that reports on planning, performance, resource and risk management are considered by Directors prior to consideration by the Joint Committee
  - b) ensuring the provision of accurate, timely and clear information for members
  - c) ensuring the Strategic Group operates effectively in all aspects of its role
  - d) facilitating and encouraging effective contributions from members and appropriate and effective relationships between members and officers
  - e) supporting effective communication with the Councils and Welsh Government
  - f) attending (with the PARTNERIAETH Lead Officer) meetings of the Joint Committee

## **7 Voting/Agreement**

- 7.1 The Strategic Group shall not have any decision making powers. Agreement shall be reached by consensus of the membership referred to in paragraph 5.1.
- 7.2 Where alternative views and opinions are expressed these shall be recorded and included in any reporting process.

## **8 Meetings**

- 8.1 Meetings of the Strategic Group shall be convened by notice in writing issued at the direction of the Chair, in consultation with the PARTNERIAETH Lead Officer and delivered with the agenda and all reports to each member at least 3 clear working days before the date of the meeting.
- 8.2 The chair of the Group shall arrange for minutes of the proceedings of each meeting to be taken, approved and recorded. This role shall be undertaken by the Central Team.

## **9 Quorum**

- 9.1 To constitute a valid meeting of the Group at least two-thirds of the members shall be in attendance at the meeting.

## **10 Frequency**

- 10.1 The Group shall meet regularly at such frequency as the Group shall determine.

## **11 Conflicts of interest**

- 11.1 Occasions will arise where conflicts of interest preclude specific named officers, individuals, committee members and local authorities from taking part in discussions which shall form views and recommendations on specific matters. Members have an obligation to declare any such interests which shall then be recorded.

## **12 Allowances**

- 12.1 No allowances shall be paid.

## **13 Servicing**

- 13.1 Support for the Strategic Group shall be provided by the Central Team.

## **14 Review**

- 14.1 The terms of reference of the Strategic Group shall be reviewed annually by the Joint Committee.

## **SCHEDULE 5**

### **Other governance arrangements**

#### **PARTNERIAETH OPERATIONS GROUP - Terms of Reference**

##### **Frequency**

- Meetings will be held on fortnightly basis, initially. These meetings form part of the governance arrangements of PARTNERIAETH and should be sequential by feeding into PARTNERIAETH's Strategic Group, Joint Scrutiny Councillor Group and Joint Committee.

##### **Membership**

- PARTNERIAETH Lead Officer
- 3 local authority Lead School Improvement Officers or their nominated deputies
- PARTNERIAETH's strategic advisers

The meeting will be chaired by the PARTNERIAETH Lead Officer or another member of the group in his/her absence.

##### **Content**

- PARTNERIAETH's Operations Group is the main driver for producing delivery plans for the strategic themes outlined in PARTNERIAETH's business plan.
- Each Strategic Adviser in PARTNERIAETH will have a budget agreed by Directors at their Strategic Group to deliver plans within the overall business plan for PARTNERIAETH. Any anticipated additional expenditure beyond budget will require authorisation at the Strategic Group.
- The Operations Group will receive secretariat support from PARTNERIAETH's central team.
- Each Strategic Adviser will be responsible for reporting their part of the business plan to the Operations Group and to PARTNERIAETH's Stakeholder Group.
- The Operations Group will evaluate the successful delivery of plans across the 3 local authorities.
- The Operations Group will note key successes and risks in relation to the delivery plans across a range of strategic themes.

##### **Expectations**

- Members of Operations Group should at all times act and contribute in a fair and understanding manner. Members should be prepared to offer their insights at a local level, while respecting and appreciating that the group needs to think as a formal partnership, in accordance with strong governance arrangements.

- Consensus should be sought whenever possible. Where there is not a unanimous agreement then a majority decision is acceptable, but this should be recorded and reported to PARTNERIAETH's Strategic Group.
- There is an expectation that as a member of the Operations Group, members are tasked with communicating their work externally, by using both local and regional communications channels for PARTNERIAETH.
- The PARTNERIAETH Lead Officer and strategic advisers will be responsible for bringing any national messages or communications to the meeting, so that the group may contribute to feedback, or cascade messages locally.

## **PARTNERIAETH Stakeholder Group - Terms of Reference**

### **Purpose**

To act as a reference point for PARTNERIAETH in terms of its interface with school leaders:

- Enabling PARTNERIAETH to test ideas and principles in advance of policy formulation and during policy development.
- Advising PARTNERIAETH of potential strengths and weaknesses of proposed policies and strategies.
- Embracing and advocating a regional approach to problem solving.

### **Membership**

- Representative leaders from secondary, primary, pupil referral unit and special school sectors from the 3 local authorities in the PARTNERIAETH (12 members in total).
- PARTNERIAETH Lead Officer and other officers as and when required.

Secretariat support from PARTNERIAETH's central team.

### **Frequency**

- The Stakeholder Group will be convened on a quarterly basis.

### **Representation role**

- Acting as a general conduit for information.
- Feeding back to relevant Headteacher groups on a regular, agreed basis.
- Receiving the views of Headteacher colleagues on agreed items
- To provide feedback on current and emerging priorities particularly in relation to the impact on schools.

### **Expectations of:**

### **Members**

- To disseminate information to other Headteacher colleagues.
- To receive feedback from colleagues, formally through regular headteacher meetings at local authority level, and informally from colleagues via individual approaches, and to forward this to PARTNERIAETH as appropriate.
- To represent PARTNERIAETH, where appropriate, at regional events involving Headteachers.

#### **PARTNERIAETH**

- To produce minutes of each meeting, within 5 days, that can act as the information base for dissemination via headteacher representatives.
- To ensure that, by rotation, significant issues affecting schools under consideration by PARTNERIAETH, are brought to the stakeholder group and reflected in discussion.
- To meet with wider headteacher groups within each of the three local authorities, twice annually.

**SCHEDULE 6**  
**Terms of Reference of Joint Scrutiny Councillor Group**

**1. Membership.**

1.1 The Joint Scrutiny Councillor Group shall comprise of Education Scrutiny Chairs and Vice Chairs or equivalent of each of the 3 Councils.

1.2 Each member may appoint a deputy who may attend meetings of the Joint Scrutiny Councillor Group as a substitute for the appointed member but such deputy shall only be entitled to attend meetings of the Joint Scrutiny Councillor Group in the absence of the appointed member.

1.3 The membership may not include Cabinet/Executive Members.

**2. Purpose**

2.1 The purpose of the Joint Scrutiny Councillor Group shall be:

2.1.1 Performing the overview and scrutiny function for the PARTNERIAETH on behalf of the 3 Councils;

2.1.2 To develop a forward work programme reflecting the functions under clause 2.1.1 above;

2.1.3 To seek reassurance and consider if the PARTNERIAETH is operating according to the Joint Committee Agreement, its Business Plan, timetable and / or is being managed effectively. In particular to review and scrutinise the Joint Committee's financial affairs; review and assess the Joint Committee's risk management, internal control and corporate governance arrangements and review and assess the economy, efficiency and effectiveness with which resources have been used.

2.1.4 To make any reports and recommendations to the Councils, whether to their executive Boards or full Council as appropriate, in respect of any function which has been delegated to the Joint Committee pursuant to the Joint Committee Agreement.

2.2 For the avoidance of doubt scrutiny of individual Council's statutory responsibilities as set out in Schedule 1 shall be a matter for the relevant Council's Scrutiny Committee.

**3. Chair**

3.1 The Chair and Vice-Chair of the Joint Scrutiny Councillor Group shall be elected by the Joint Scrutiny Councillor Group for a term to be determined by the Joint Scrutiny Councillor Group.

3.2 The Chair and Vice-Chair of the Joint Scrutiny Councillor Group shall not be from the same Council as the Chair of the Joint Committee.

#### **4. Voting**

4.1 Each member of the Joint Scrutiny Councillor Group shall have one vote. Decisions of the Joint Scrutiny Councillor Group shall be made by simple majority vote.

4.2 In the event of equality of votes the Chair of the Joint Scrutiny Councillor Group shall have a casting vote.

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

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

#### **6. Proceedings of Meetings**

6.1 The rules of procedure and access to information rules of the Lead Council with responsibility for the administration of the scrutiny function shall apply to meetings of the Joint Scrutiny Councillor Group.

6.2 Members of the Joint Scrutiny Councillor Group shall be subject to the Codes of Conduct for Members of their Councils.

6.3 Members shall be entitled to Joint Committee papers in accordance with the procedure rules of the Lead Council with responsibility for the administration of the scrutiny function.

#### **7. Quorum**

7.1 The quorum for meetings shall be no less than 3 members, which must include at least 1 member from each of the 3 Councils.

7.2 Officers of the Councils or from outside bodies may be invited to attend Joint Scrutiny Councillor Group meetings to present reports, participate in scrutiny discussions or to observe proceedings but these officers will not form part of the quorum nor will they be entitled to vote.

7.3 The PARTNERIAETH Lead Officer and the Lead Director for Education shall attend meetings of the Joint Scrutiny Councillors Group.

7.4 The Directors of Education of each of the Council shall attend together at least once per annum.

7.5 The Chair of Joint Committee shall attend at least once per annum.

#### **8. Frequency**

8.1 The Joint Scrutiny Councillor Group shall meet at a frequency to be determined by the Joint Scrutiny Councillor Group. 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. Servicing**

10.1 The Lead Council with responsibility for administration of the joint scrutiny functions shall support the Joint Scrutiny Councillor Group.

## **11. Sub-Groups**

11.1 The Joint Scrutiny Councillor Group by agreement may create task and finish groups.

## **12. Review**

12.1 The terms of reference of the Joint Scrutiny Councillor Group shall be reviewed annually.



**SCHEDULE 7**  
**Rules of Conduct of Co-opted Members of the Joint Committee and the Strategic Group**

- 1 These rules apply to you in your capacity as a **co-opted member of the Joint Committee or the Strategic Group**. You must observe these rules whenever you attend a meeting of the Joint Committee or the Strategic Group.
- 2 You shall conduct yourself appropriately and shall treat others with respect at meetings of the Joint Committee and the Strategic Group.
- 3 You shall not conduct yourself in a manner which could reasonably be regarded as bringing the Joint Committee or the Strategic Group or the PARTNERIAETH into disrepute.
- 4 You shall abide by any policies and procedures adopted by the Joint Committee or the Strategic Group.
- 5 You shall prepare fully for meetings of the Joint Committee and the Strategic Group including reading papers and seeking advice from the Central Team when necessary.
- 6 You shall comply with any request for information from the Lead Officers properly and reasonably required in connection with your role as a member of the Joint Committee or the Strategic Group.
- 7 As part of your role you may be requested by the Joint Scrutiny Councillor Group to provide information or to attend a meeting and answer questions in connection with your activities as a member of the Joint Committee or Strategic Group, as the case may be and you are expected to comply with any such request.
- 8 You shall not disclose confidential information nor any information relating to business of the Joint Committee or the Strategic Group which is exempt from public access.
- 9 You shall avoid situations where your interests will conflict with the interests of the PARTNERIAETH.
- 10 You shall regard yourself as having a personal interest in any business of the Joint Committee or Strategic Group if it relates to or is likely to affect:
  - 10.1 Any employment or business carried on by you or any person who employs or has appointed you.
  - 10.2 Any firm in which you are a partner or any company for which you are a remunerated director.
  - 10.3 Any corporate body which has a place of business or land in the Region and in which you have a beneficial interest in a class of securities of that body that exceeds the nominal value of £25,000 or one hundredth of the total issued share capital of that body.
  - 10.4 Any land in which you have a beneficial interest which is in the Region.

10.5 Any land in the Region in which you have a licence to occupy for 28 days or longer.

11 You shall regard yourself as having a prejudicial interest in any business of the Joint Committee or Strategic Group if you have a personal interest which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice your judgment of the public interest.

12 You shall inform the Central Team of your personal interests and related party interests so that the Central Team may register your interests on a register of interests of co-opted members of the Joint Committee and the Strategic Group.

You shall inform the Central Team of your personal interests:

12.1 No later than 28 days after your acceptance of co-option to the Joint Committee or the Strategic Group; and

12.2 No later than 28 days after you become aware of any new personal interests.

13 If you have a personal interest in any business which is considered at a meeting that you attend of the Joint Committee or the Strategic Group you must disclose to that meeting the existence and nature of your interest before or at the commencement of the consideration of the business or when the interest becomes apparent.

14 Where you have a prejudicial interest in an item of business of the Joint Committee or the Strategic Group you shall subject to paragraph 15 withdraw from the meeting and you shall not participate in the consideration of the business.

15 Where you have a prejudicial interest in any business considered by the Joint Committee or the Strategic Group you may attend a meeting of the Joint Committee or the Strategic Group at which the business is considered for the purpose of making representations answering questions or giving evidence to the same extent that members of the public are allowed to attend the meeting for the purpose of making representations answering questions or giving evidence.

Undertaking to abide by the rules of conduct

I (name of co-opted member) undertake to abide by the rules of conduct of co-opted members of the Joint Committee and the Strategic Group

Signed -----

Date -----

**SCHEDULE 8**  
**Matters Reserved to the Councils**

- 1 Making decisions on admission of other councils into the PARTNERIAETH.
- 2 Making decisions on the provision of services to a council who is not a party to the PARTNERIAEH and the terms upon which any services are to be provided.
- 3 Varying the terms of reference of the Joint Committee.
- 4 Deciding whether to accept a Joint Committee Withdrawal Notice from one of the Councils to allow a Council to withdraw from the PARTNERIAETH.
- 5 Approving the Liabilities Schedule accompanying a Withdrawal Notice to include details of the withdrawing Council's liability to the other Councils.
- 6 Agreeing the terms for termination of this Agreement by agreement of all the Councils.
- 7 Deciding on actions to implement the provisions of the dispute resolution procedure in clause 22.
- 8 Approving the first Annual Budget of the Partneriaeth and any subsequent Annual Budget which would exceed the scope of the authority delegated to the Joint Committee within its terms of reference.

## **SCHEDULE 9**

### **Annual Budget**

1. The Lead Chief Finance Officer shall be responsible for accepting any offer of Government Funding on behalf of the Councils and the PARTNERIAETH.
2. The PARTNERIAETH shall operate within the Annual Budget as approved by the Joint Committee.
3. The PARTNERIAETH via the Lead Council with responsibility for Finance, shall provide a draft Annual Budget to the Joint Committee for approval before the start of the following Financial Year.
4. The Lead Council with responsibility for Finance shall be entitled to recover from the other Councils each Council's Contribution to its share of the Annual Budget. The Council's Contribution shall be calculated according to the following formula:-

The element of the Annual Budget to be funded by Council Contributions shall be divided on a pro rata basis between the Councils based on the number of learners in each Council's administrative area as detailed in PLASC for each year as a proportion of the aggregate number of learners. This pro rata figure shall be used to calculate 80% of the Council Contribution. The remaining 20% shall be calculated using the number of schools in each Council's administrative area each year as a pro rata share of the total number of schools in the Region.

Any revision to the means of calculating each Council's Contribution to the Annual Budget is a matter for the Joint Committee to determine.

5. Each Council shall pay its Council Contribution at the start of each financial year upon the basis of an invoice submitted by the Lead Council with responsibility for Finance.
6. Subject to the agreement of each Council's S.151 officer, any costs, expenses or liabilities that may arise as a result of the cessation of any funding which forms part of the Annual Budget, or the cessation of any funding which is of a fixed term nature, shall be shared between the Councils on the same basis as used to calculate each Council's Contribution.
7. The Lead Chief Finance Officer (the S.151 officer of the Lead Council with responsibility for Finance) shall supply the Joint Committee with a half yearly budget monitoring report showing the projected outturn for the financial year and an outturn budget report following the end of the financial year.
8. If a half yearly budget monitoring report indicates a projected overspend for the financial year the Joint Committee shall consider whether such overspend is necessary or permissible and, if so, identify the funding available.
9. The Lead Chief Finance Officer shall, on at least a half yearly basis, report to the Joint Committee on all Government Funding which has become available for the Objects.
10. Any underspend of the Annual Budget will be appropriated to reserve and used for such purposes as agreed by the Joint Committee.

11. Overspends will be promptly notified by the Lead Chief Finance Officer to the Joint Committee with a clear explanation of the reasons for the deficit. Any underspends appropriated to reserve as referred to in paragraph 8 will be utilised in the first instance towards funding the overspend and any remaining deficit will be met by the Councils according to the share of the Annual Budget as calculated in accordance with paragraph 3.

12. The Lead Chief Finance Officer shall ensure that any purchase or supply of services made on account of the PARTNERIAETH which are subject to VAT, whether or not the purchase price includes an element of VAT, shall be paid for only on the receipt by the Lead Chief Finance Officer or other responsible financial officer of the Lead Council an invoice complying with VAT regulations or a written guarantee that an authenticated VAT receipt will be issued on payment.

13. VAT will be chargeable on payments between the Councils 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.

14. In the event that the Joint Committee approves (following prior approval by the Councils in accordance with Schedule 8) the addition of a new party to this Agreement, the Lead Chief Finance Officer shall prepare a revised Annual Budget for approval by the Joint Committee.

15. In the event that the Joint Committee approves (following prior approval by the Councils in accordance with Schedule 8) the provision of Services to a non-party to this Agreement, the Lead Chief Finance Officer shall calculate the cost of providing such Services taking into account the Annual Budget so that the PARTNERIAETH is not in a position of financial detriment as a result of providing the Services. The Lead Chief Finance Officer in conjunction with the Lead Council for Legal Services shall ensure that appropriate contract documentation is in place to protect the interests of the PARTNERIAETH and that the non-party is promptly invoiced for the Services delivered.

16. The Lead Chief Finance Officer shall ensure that the PARTNERIAETH maintains a working balance and/or a prudent level of reserves as a general contingency and to fund predicted liabilities or plans in future years.

## **SCHEDULE 10**

### **The Business Plan**

#### **The Business Plan**

##### **The overall PARTNERIAETH Business Plan**

1. The PARTNERIAETH will produce a fully costed annual Business Plan setting out:
  - a) a summary of the PARTNERIAETH's strategic objectives, priority outcomes and targets
  - b) a report summarising the performance of the schools in the Region over the previous twelve months and an analysis of the main areas of strength and weakness within the Region
  - c) the priorities for improvement both with regard to particular schools and strategic regional issues
  - d) the work programmes to be undertaken over the following twelve months,
  - e) measurable improvement in school performance to be achieved over the following twelve months.
2. The PARTNERIAETH Lead Officer will discuss the draft Business Plan with each Council's Director and with representatives of the schools of the Region, and report the outcome of such discussions to the Joint Committee when submitting the draft Business Plan to the Joint Committee for approval.
3. The Business Plan, as approved by the Joint Committee, shall be submitted to Welsh Government by the end of February in each year with the final sign-off by Welsh Government by the end of March in each year.

##### **Council annex to the Business Plan**

1. Each Council may prepare for approval an annex to the Business Plan concerning its schools, school improvement priorities, improvement services and improvement targets specifying how these matters interact with the Business Plan
2. The draft annex will be discussed by the PARTNERIAETH Lead Officer and the Council's Education Director and the portfolio holder for children's and education services or equivalent.
3. If, following discussions, concerns are raised in relation to the content of a Council's draft annex that cannot be resolved between the PARTNERIAETH Lead Officer and that Council, such concerns shall be reported in writing to the Joint Committee as part of their consideration of the Business Plan
4. An annex prepared by a Council will be complementary to and not duplicate other corporate plans concerning the education function of that Council
5. An annex prepared by a Council may, once approved, constitute a service level agreement between the PARTNERIAETH and the Council.

##### **Approval of the Business Plan by Welsh Government**

1. The Welsh Government, through the Minister for Education and Welsh Language, will be responsible for approving the Business Plan

2. The PARTNERIAETH Lead Officer, with the managing directors of the other Welsh consortia, will use reasonable endeavours to meet the lead officials of Welsh Government on a regular basis in a spirit of co-operation to:

- a) review progress of the Councils' priorities
- b) exchange information on the working of the consortia
- c) identify factors that are enabling or holding back progress on school improvement
- d) liaise on the implementation of government programmes and initiatives

## **SCHEDULE 11**

### **The Central Team**

The Central Team will be managed by the PARTNERIAETH Lead Officer and be accountable to the Joint Committee through the PARTNERIAETH Lead Officer.

#### **1. Functions to support the Joint Committee**

- a) preparation of an annual self-evaluation report on the performance of the Region in relation to the regional strategy and business plan.
- b) supporting the Strategic Group to prepare a fully costed operational business plans to support the agreed priority areas for the Region during any one academic year.
- c) production of half yearly financial reports including income and expenditure linked to the ring-fenced allocations under this Agreement, grant funding streams and central costs.
- d) preparation and presentation of various discussion papers under this Agreement and in response to the requests from Welsh Government
- e) engaging with key stakeholders including other consortia, WLGA, Welsh Government and research establishments.

#### **2. Functions to support the Strategic Group**

- a) co-ordination of data analysis for the relevant and appropriate key indicators to assess the performance of the Region effectively.
- b) monitoring the delivery of the operational business plans and ensuring consistency of implementation
- c) ensuring the effective utilisation of the internal operational framework for the Region that determines level of support and appropriate resources individual schools require. The resources will be deployed in line with the common agreed approach to address need rather than demographic entitlement
- d) co-ordinating and managing events and meetings including organising venues, costs, drafting schedules, agenda and taking of minutes
- e) preparing interim and final progress reports for various funding organisations that are providing grants to the region
- f) engaging with key stakeholders including teachers, head teachers, governors and Challenge Advisers.



**SCHEDULE 12**  
**Notices**

Chief Legal Officer  
Carmarthenshire County Council  
County Hall  
Carmarthen  
Carmarthenshire  
SA31 1JP  
Email - [LRJones@carmarthenshire.gov.uk](mailto:LRJones@carmarthenshire.gov.uk)

Chief Legal Officer  
Pembrokeshire County Council  
County Hall  
Haverfordwest  
Pembrokeshire  
SA61 1TP  
Email - [rhian.young@pembrokeshire.gov.uk](mailto:rhian.young@pembrokeshire.gov.uk)

Chief Legal Officer  
City and County of Swansea Council  
Civic Centre  
Oystermouth Road  
Swansea  
SA1 3SN  
Email – [Tracey.meredith@swansea.gov.uk](mailto:Tracey.meredith@swansea.gov.uk)