

DATED:

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COLLABORATION AGREEMENT

Relating to Tabernacle Morriston Community Resilience Hub Project

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Between

The Council of the City & County of Swansea

AND

Tabernacle Morriston Congregation

1.	<b>DEFINITIONS AND INTERPRETATIONS</b>	<b>5</b>
2.	<b>AGREEMENT</b>	<b>6</b>
3.	<b>TERM</b>	<b>7</b>
4.	<b>CONSENTS AND DUE DILIGENCE</b>	<b>7</b>
5.	<b>ROLES AND RESPONSIBILITIES OF SC</b>	<b>7</b>
6.	<b>ROLES AND RESPONSIBILITIES OF TMC</b>	<b>8</b>
7.	<b>GOVERNANCE</b>	<b>8</b>
8.	<b>STAFF</b>	<b>9</b>
9.	<b>INTELLECTUAL PROPERTY</b>	<b>10</b>
10.	<b>ESCALATION</b>	<b>10</b>
11.	<b>VARIATION</b>	<b>10</b>
12.	<b>LIABILITY AND INSURANCE</b>	<b>10</b>
13.	<b>WITHDRAWAL AND TERMINATION</b>	<b>11</b>
14.	<b>CONSEQUENCES OF WITHDRAWAL OR TERMINATION</b>	<b>11</b>
15.	<b>DATA PROTECTION AND FREEDOM OF INFORMATION</b>	<b>12</b>
16.	<b>WELSH LANGUAGE POLICY</b>	<b>12</b>
17.	<b>COMPLAINTS</b>	<b>12</b>
18.	<b>GOVERNING LAW AND JURISDICTION</b>	<b>12</b>
19.	<b>FAIR DEALINGS</b>	<b>13</b>
20.	<b>COUNTERPARTS</b>	<b>13</b>

21.	<b>FORCE MAJEURE</b>	<b>13</b>
22.	<b>THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999</b>	<b>13</b>
23.	<b>SEVERABILITY</b>	<b>14</b>
24.	<b>WAIVER</b>	<b>14</b>
25.	<b>NOTICES</b>	<b>14</b>
26.	<b>EXCLUSIONS OF PARTNERSHIP AND AGENCY</b>	<b>15</b>
27.	<b>ASSIGNMENT AND SUB AGREEMENTS</b>	<b>16</b>
<b>SCHEDULE 1</b>	<b>AIMS &amp; OBJECTIVES</b>	<b>17</b>
<b>SCHEDULE 2</b>	<b>INFORMATION SHARING PROTOCOL</b>	<b>19</b>
<b>SCHEDULE 3</b>	<b>GOVERNANCE</b>	<b>21</b>
<b>SCHEDULE 4</b>	<b>FUNDING SOURCES</b>	<b>23</b>

**THIS AGREEMENT** is made the

**PARTIES**

- (1) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA of Civic Centre, Oystermouth Road, Swansea, SA1 3SN ("**SC**").
- (2) TABERNACLE MORRISTON CONGREGATION a Charitable Incorporated Organisation whose registered office address is at 15, Maes-Y-Coed, Morriston, Swansea SA6 6DS (Registered Charity Number: 1152614) ("**TMC**")

Hereinafter, in addition to the defined names detailed above, may be referred to as **Parties** or **Party** as appropriate

**BACKGROUND**

- (A) The Parties have agreed to collaborate to deliver the 'Tabernacle Morriston Community Resilience Hub Project. The Project has the benefit of a range of funding sources itemised at Schedule 4.
- (B) The objective of this Collaboration Agreement is to outline the common understanding of the Parties, their respective obligations in delivering the Project and the governance arrangements for the collaboration.
- (C) The Project aims & objectives are as set out in Schedule 1.

**IT IS AGREED AS FOLLOWS:****1. DEFINITIONS AND INTERPRETATION**

1.1. The following definitions and rules of interpretation apply in this agreement.

<b>“Agreement”</b>	means this agreement and any schedules attached hereto;
<b>“Chapel”</b>	Tabernacle Morriston, Woodfield Street, Morriston, Swansea SA6 8BR
<b>“Commencement Date”</b>	means the 1 <sup>st</sup> August 2023;
<b>“EIR”</b>	means the Environmental Information Regulations;
<b>“Employee”</b>	means any person who is employed by a Party and whose services are utilised in the delivery of the Project;
<b>“FOIA”</b>	means the Freedom of Information Act 2000;
<b>“Information Sharing Protocol”</b>	means the process detailed in Schedule 2 to be adhered to by the Parties when sharing information, including Personal Data as defined in the Data Protection Act 2018;
<b>“Intellectual Property”</b>	means copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered;
<b>“Losses”</b>	means all losses suffered in relation to all actions, proceedings, costs, claims, demands, liabilities, losses and expenses incurred by a Party;

**“Necessary Consents”** all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the delivery of the Project;

**“Project”** a capital building project that has been designed to adapt the space and maximise the income earning potential of the Chapel. This will result in the creation of 421 sq. m. of new usable floorspace. The adaptations will improve facilities for existing users and expand the viability of the main auditorium/chapel for a wide range of concerts, lectures and other uses for the community;

**“Steering Group”** means the group comprising of representatives of each of the Parties, the Terms of Reference for which are set out in Schedule 3;

1.2 Clause, Schedules and paragraph headings shall not affect the interpretation of this Agreement.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

1.7 A reference to writing or written includes fax and e-mail.

## **2.0 AGREEMENT**

2.1 The Parties have agreed to work together to deliver the Project on the terms of this Agreement to fulfil the Project objectives as set out in Schedule 1.

2.2 The Parties wish to record the basis on which they will collaborate with each other in relation to the establishment and delivery of the Project. This Agreement sets out:-

- (a) The roles and responsibilities of the Parties in respect of the delivery of the Project;

- (b) The governance arrangements for the collaboration.

### **3.0 TERM**

- 3.1 This Agreement shall take effect on the Commencement Date and shall continue until 31 December 2024, unless extended by the Parties by agreement or until such time as the Agreement is terminated in accordance with clause 0.

### **4.0 CONSENTS AND DUE DILIGENCE**

- 4.1 The Parties shall ensure that all Necessary Consents are in place to deliver the Project and each Party shall provide evidence of the same to the other on request.
- 4.2 Subject to clause 0 below where there is any conflict or inconsistency between the provisions of the Agreement and the requirements of a Necessary Consent, then the latter shall prevail and the Agreement shall accordingly be varied to be consistent with the Necessary Consent.
- 4.3 Where there is a conflict or inconsistency between this Agreement and any Necessary Consent that impedes the delivery of the Project the matter shall be referred to the Steering Group for immediate resolution.

### **5.0 ROLES AND RESPONSIBILITIES OF SC**

- 5.1 SC will support the delivery of the Project by providing a Project Officer to project manage the work of the Project. The Project Officer will be employed by SC and will be seconded to work on the Project for a proportion of their working week. SC will retain all employment responsibilities for the Project Officer.
- 5.2 SC will provide effective supervision for all employees and volunteers who are assigned to the Project by SC and TMC and will retain responsibility and liability for the actions of employees and volunteers that are so assigned in conjunction with the Steering Group.
- 5.3 SC will support the TMC with the seeking of funding sources and act as the lead agency for the purposes of managing funding for Project activities. All applications for funding will be approved through TMC's internal approval processes and through the Steering Group. The Steering Group shall determine priorities for the use of any funding awarded for the Project. SC will support the TMC with their responsibility for ensuring compliance with any terms and conditions attached to any offer of grant funding.

5.4 SC will support the Project through the provision of back-office support services, the scope of which is to be agreed between the Parties.

5.5 SC will commit such resources to the Project as considered appropriate to include:

- the time and effort required for consistent representation of and participation by SC on the Steering Group
- Careful attention to risk management and risk mitigation including ensuring that all contractors maintain appropriate insurance coverage and ensuring appropriate supervision for staff and volunteers, and the appropriate use of facilities and equipment donated to the Project;
- The resources of their organisation required to ensure fulfilment of specific commitments relating to the Project and as agreed between the Parties.

## **6.0 ROLES AND RESPONSIBILITIES OF TMC**

6.1 TMC will not act in any way which will cause SC to be in breach of any terms and conditions attached to any offer of grant funding.

6.2 TMC will indemnify SC for any Losses suffered by SC arising as a result of any breach of this agreement or breach of any terms and conditions attached to any grant funding caused by any act or omission of TMC.

6.3 TMC will commit such resources to the Project as considered appropriate to include:

- the time and effort required for consistent representation of and participation by TMC on the Steering Group
- The resources of their organisation required to ensure fulfilment of specific commitments relating to the Project and as agreed between the Parties.

## **7.0 GOVERNANCE STEERING GROUP**

7.1 The Steering Group is responsible for the overall strategic direction of the Project and all significant operational decisions affecting the Project. Its functions and terms of references are set out in Schedule 3 to this Agreement.

7.2 SC and TMC will each identify at least one person within their own organisation to serve on the Steering group. Each member of the Steering Group will be authorised to represent their organisation in joint decision making. Each party will be responsible for ensuring that the person granted authority to represent their organisation is kept informed regarding the operation of the collaboration agreement and the identification of issues for joint discussion. Each Party will make the other Party aware of any limits in the authority of their representative to bind their organisation to collaborative decisions. The Steering Group will agree upon an effective structure for operational management of collaborative activities and efforts. Each member of the Steering Group will keep their organisation informed of Project progress and actively seek



feedback regarding the Project from within their organisation. Steering Group members will regularly discuss the progress of the Project and regularly share feedback from their respective organisations in order to ensure clear communication, issue identification and problem resolution.

- 7.3 The Parties may from time to time recommend the addition of other organisations or governmental bodies as parties to this collaboration. The Steering Group shall determine whether such organisations shall be invited to participate in the delivery of the Project and the terms of their participation. This may involve the organisation becoming a party to this Agreement in which case the Agreement shall be varied accordingly or may involve the organisation being co-opted to the Steering group in a non-voting capacity.
- 7.4 The Parties agree that the Steering Group will complete an initial risk assessment of any work to be carried out in delivering the Project through this collaboration, and will regularly update the assessment in the event that the scope or membership of collaboration is expanded or changed, and review both the analysis and the risk mitigation strategies at least annually.
- 7.5 Each Party or co-optee will consult with its insurance carriers to determine the extent to which the organisation's insurance coverage will provide adequate protection for potential damages which may arise through participation in the delivery of the Project through this Agreement. Each participating organisation will seek additional insurance coverage if needed to mitigate its own risk and to protect the other organisations participating in the Project.
- 7.6 The Project risk assessment will include, at a minimum, consideration of risks relating to serving programme participants, facilities and equipment, employment, volunteers, financial management, and compliance with funded requirements and applicable law and regulation.

## **8.0 STAFF**

- 8.1 Where applicable a procedure for training and development of all employees and volunteers involved in the operation of the Project will be agreed by the Steering Group and implemented by the Parties.
- 8.2 The Steering Group will be responsible for all decisions relating to the staffing and volunteer resource required to deliver the Project.

## **9.0 INTELLECTUAL PROPERTY**

- 9.1 Any Intellectual Property created through the establishment and running of the Project shall vest in SC. This shall include but is not limited to processes, procedures, methodology and manuals.
- 9.2 SC shall grant to TMC an irrevocable licence to use that intellectual property for the purposes of delivering the Project.
- 9.3 Nothing in this clause shall operate to prevent or make it difficult for the sharing of good practice between the Parties.

## **10.0 ESCALATION**

- 10.1 If a Party has any issues, concerns or complaints about the Project, or any matter in this Agreement, that Party shall notify the other Party and they shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Steering Group, which shall decide on the appropriate course of action to take. If the matter cannot be resolved by the Steering Group within 14 days, the matter may be escalated to the Heads of Service/Chief Executives of each Party for resolution.
- 10.2 Subject to the provisions of clause 0 where any Party receives any formal inquiry, complaint, claim or threat of action from a third party including, but not limited to, claims made by a supplier or requests for information made under the FOIA in relation to the Project, the matter shall be promptly referred to the Steering Group. No action shall be taken in response to any such enquiry, complaint, claim or action, to the extent that such response would adversely affect the Project, without the prior approval of the Steering Group.

## **11.0 VARIATION**

- 11.1 This Agreement, including the Schedules, may only be varied by written agreement of both Parties to this Agreement.

## **12.0 LIABILITY AND INSURANCE**

- 12.1 Each Party shall notify the other within 10 days of any claims received in respect of the Project.
- 12.2 To the extent such matters are not covered by the insurance arrangements that the Parties are required to put in place or the Losses sustained fall below the policy excess

level, the Parties agree to contribute to such Losses equally, save where such Losses are caused by an unauthorised or negligent act or omission or breach of this Agreement by a Party, wherein the Party responsible shall be liable for all Losses.

- 12.3 All costs incurred as a result of employer liability claims will be met by the employing party in respect of those members of staff whom it employs. The employing Party is to maintain employers liability insurance in respect of its staff employed in the delivery of the Project.
- 12.4 The provisions of this Clause shall survive termination.

### **13.0 WITHDRAWAL AND TERMINATION**

- 13.1 Subject to clause 0 below either Party may decide to withdraw from this arrangement.
- 13.2 If the Parties agree that the Agreement should be terminated, then the Parties shall allow a reasonable period in order for the Parties to wind down the Project and Steering Group whilst continuing to comply with their obligations under this Agreement.
- 13.3 If any Party wishes to withdraw from this Agreement it must notify the other Party by giving not less than thirty (30) days' notice in writing of its intention to withdraw.
- 13.4 If either Party is in breach of its obligations under this Agreement and where such breach is capable of remedy, if it is not remedied within the timescale specified by the non-defaulting Party, then the non-defaulting Party may terminate this Agreement forthwith.

### **14.0 CONSEQUENCES OF WITHDRAWAL OR TERMINATION**

- 14.1 Unless otherwise agreed by the Steering Group:-
- 14.2 If the termination arises as a result of the circumstances set out in clause 0 then the Party in default shall be liable for all Losses incurred by the other Party.
- 14.3 In all other circumstances, the Parties shall each remain responsible for their own losses and liabilities arising as a result of the withdrawal or termination.
- 14.4 This clause together with clauses 0 and 0 shall survive the termination of this Agreement.

## **15.0 DATA PROTECTION AND FREEDOM OF INFORMATION**

### **DATA PROTECTION**

- 15.1 Both Parties shall comply with the notification requirements under the Data Protection Act ("**DPA**") 2018
- 15.2 Both Parties shall duly observe their obligations under the DPA which arise in connection with this Agreement and further agree to be guided by the Information Sharing Protocol detailed in Schedule 2 to this Agreement.

### **FREEDOM OF INFORMATION**

- 15.3 Notwithstanding their duties under clause 0, the Parties acknowledge that SC is subject to the requirements of the FOIA and the EIR. Should a request relating to the Project be received, TMC shall assist and co-operate with SC to enable SC to comply with disclosure requirements under the FOIA as relevant.

## **16.0 WELSH LANGUAGE POLICY**

- 16.1 Where the Project includes or relates to the provision of services or written materials (including signage and information published on-line) in Wales, they must be provided in such a way as to not treat the Welsh language less favourably than English, in line with the Welsh Language Measure (Wales) 2011.

## **17.0 COMPLAINTS**

- 17.1 All complaints relating to the conduct of a member of staff employed in the delivery of the Project shall be referred to the relevant employing Party who shall deal with that complaint in accordance with their internal policies. Each Party agrees to notify the other of any complaints received relating to the delivery of the Project.

## **18.0 GOVERNING LAW AND JURISDICTION**

- 18.1 This Agreement shall be governed by and construed in accordance with English and Welsh law and, without affecting the escalation procedure set out in clause 0, each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## **19.0 FAIR DEALINGS**

19.1 The Parties recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them and that if in the course of the performance of this Agreement, unfairness to either of them does or may result then the other shall use their reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

## **20.0 COUNTERPARTS**

20.1 This Agreement may be executed in two or more counterparts each one of which shall constitute an original but which, when taken together, shall constitute one instrument.

## **21.0 FORCE MAJEURE**

21.1 In this Agreement "force majeure" shall mean any cause preventing a Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order rule regulation or direction, accident, epidemic or pandemic, fire, flood or storm.

21.2 If either Party is prevented or delayed in the performance of any or all of its obligations under this Agreement by force majeure, that Party shall forthwith serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.

21.3 The Party affected by force majeure shall use all reasonable endeavors to bring the force majeure event to a close or to find a solution by which the Agreement may be performed, despite the continuance of the force majeure event.

## **22.0 THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

22.1 The Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

**23.0 SEVERABILITY**

23.1 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired as a result of that omission.

**24.0 WAIVER**

24.1 The rights and remedies of any Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by such Party to the other nor by failure of, or delay by the said Party in ascertaining or exercising of any such rights or remedies. The waiver by any Party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.

**25.0 NOTICES**

25.1 All notices under this Agreement shall only be validly given, if given in writing, addressed to the specified representative of each Party set out below:

**For TMC**

**Name: Rhian Williams**

**Job Title: Chair of Tabernacle Morriston Congregation:**

**Address: Brynafon, 95, Pentrepoeth Road**

**Morriston**

**Swansea**

**SA6 6AG**

**Email address: rhian.e.williams @ntlworld.com**

**For SC**

**Name: Paul Relf**

**Job Title: Strategic Economic Regeneration Officer**

**Address: The Council of the City and County of Swansea**

**Civic Centre**

**Oystermouth Road**

**Swansea**

**SA1 3SN**

**Email address: paul.relf@swansea.gov.uk**

25.2 Any notices required to be given under this Agreement must be in writing and may be served by personal delivery, post (special or recorded delivery) or email at the address set out under clause 25.1 or at such other address as each Party may give to the other, from time to time for the purpose of service of notices under this Agreement. Where a notice is sent by email it shall also be sent by post.

25.3 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the Party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday) following delivery if sent by email.

25.4 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery. In the case of a notice sent by email, it shall be sufficient to show that it was addressed to the correct email address without any error message on the delivery receipt.

## **26.0 EXCLUSION OF PARTNERSHIP AND AGENCY**

26.1 The Parties expressly agree that nothing in this Agreement in any way creates a legal partnership between them.

26.2 No Party or any of its employees or agents will in any circumstances hold itself out to be the servant or agent of the other Party, except where expressly permitted by this Agreement.

**27.0 ASSIGNMENT AND SUB AGREEMENTS**

27.1 No Party shall assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Party except where expressly permitted by the Agreement.

The Parties have executed this Agreement on the date at the top of this Agreement:-

Signed

\_\_\_\_\_

Name:

Swansea Council – Authorised Signatory

\_\_\_\_\_

Name:

Tabernacle Morriston Congregation– Authorised Signatory

DRAFT



## SCHEDULE 1 – AIMS & OBJECTIVES

### AIM:

To ensure the successful delivery of the capital building project as described in the business plan, thereby increasing public access to Tabernacle Morriston (the “Chapel”) and a more sustainable future for the building.

### OBJECTIVES:

To ensure appropriate governance and audit arrangements are in place  
To provide effective supervision for staff and volunteers assigned to Project activities  
To manage and record the capital building project’s financial transactions  
To ensure compliance with the terms and conditions of grant funding  
To monitor performance

### CONTEXT

Since 2015 the Tabernacle Morriston Congregation CIO has been approaching various bodies to try and access help with keeping this important community building functioning.

Whilst the chapel element of the building (the two floors above the proposed reconfiguration project), is in good condition on the back of sustained investment over the past three decades, the congregation is aging, and the membership figure continues to decline dramatically. The current trustees have therefore determined that new ways need to be found of supporting the annual revenue costs of this Grade 1-listed building and its ongoing management and maintenance and have been working with support from Swansea Council to transfer the asset to the new Tabernacle Morriston Community Heritage Trust CIO.

The next quinquennial inspection is due in 2024. Maintenance of a building of this scale and age is costly, and increasingly beyond the means of the existing congregation and those of current users. Whilst the congregation currently makes up the funding gap, this position is not sustainable in view of declining membership. Rather than wait for the chapel to follow the route many others in its vicinity have suffered, through closure and rapid decline and dilapidation, the timing is right to achieve a step change in the use of the building to secure its future. The sheer scale of the building and its location alone mean that its future must be addressed urgently.

The reconfiguration project proposed requires significant funding and is being sought from a range of funders. Without this funding we will be unable to proceed and it will likely lead to the closure of the building within the next two to three years. Therefore, all current activity will come to an end and the development of new activities and services will not be able to be accommodated. This will happen because of the condition and layout of some parts of the lower ground floor and lack of accessibility – which will mean as time passes the facilities will become unfit for existing community users and there will also be little chance of attracting new users. Without the ability to attract new users and a larger amount of hire income, Tabernacle will not be sustainable – particularly in view of rising energy costs.

Therefore, in order to help identify a sustainable future for the building, Swansea Council, Cadw and the Tabernacle Morriston Congregation joined together, to appoint Purcell Architects to undertake a study to explore options for sustainable use, management and administration of the building. The study undertook some community and stakeholder consultation, assessment of the significance of the internal spaces of the chapel and

presented some initial options for internal changes to sustain the building. The main spaces available split into the main chapel auditorium (which due to its listed status cannot be significantly changed) and the lower ground floor - containing a range of larger and smaller spaces, that could be reconfigured to increase income generation. Sensitive adaptations were discussed with regulatory bodies and were considered acceptable if deemed necessary. The Purcell report indicated several options for future sustainable use including:

- \* single occupancy business use for the whole floor
- \* multiple business occupancy for the whole floor
- \* restaurant/café use for the whole floor (which would also support increased event/ceremonial use of the main chapel space)
- \* continued community use

The options were a start in terms of identifying potential new income streams, but each had implications. The negative impact of business occupancy, on the existing community use of the lower ground floor and feed through to events in the main chapel auditorium, had to be balanced against a sustainable future for the building as a whole. A Project Officer (funded by a National Lottery Heritage Fund, Resilient Heritage Programme grant) was appointed to work with all stakeholders and determine the best way forward for the building.

Since this work undertaken in 2018 – 2020:

- Consultation and engagement has helped formulate a preferred vision and model for the future use of the building
- A new Charitable Organisation has been set up to receive the asset, once the capital project is completed. This organisation will then own and manage the building
- Designs for reconfiguration of the lower ground floor, to maximise usage and improve facilities, have been created by a Conservation Architect
- Planning & Listed Building Consent approvals have been received
- Capital funding has been sourced and is continuing to be sourced from a number of different funders

In order to move forward now, there is a need to support the TMC with the project management and financial transactions related to the capital building project. This work will be undertaken by a temporary project officer, employed by Swansea Council and seconded to the project for a proportion of their working week.

## SCHEDULE 2 - INFORMATION SHARING PROTOCOL

In this Schedule the following definitions shall apply:

**Data Controller:** shall have the same meaning as set out in the Data Protection Act 2018.

**Data Processor:** shall have the same meaning as set out in the Data Protection Act 2018.

**Data Protection Legislation:** the Data Protection Act 2018, the UK General Data Protection Regulation, the Regulation of Investigatory Powers Act 2000 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

**Data Subject:** shall have the same meaning as set out in the Data Protection Act 2018.

**Personal Data:** shall have the same meaning as set out in the Data Protection Act 2018.

**Process:** has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing.

**Staff:** means all persons employed by the Parties to perform its obligations under the Agreement.

### 1.0 PROTECTION OF DATA

- 1.2 This Schedule aims to clarify each Party's duty when receiving Personal Data from the other Party.
- 1.3 With respect to the Parties rights and obligations under this Agreement, the Parties agree that each Party is the Data Controller in respect of work undertaken in delivering the Services and that if such Data is passed to the other Party that Party will be regarded as the Data Processor.
- 1.4 Each Party that acts as Processor shall:
- (a) process the Personal Data only in accordance with instructions from the Data Controller;
  - (b) process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Service or as is required by law or any regulatory body;
  - (c) Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure;
  - (d) obtain prior written consent from the Party in order to transfer the Personal Data to any affiliates for the provision of the Service;
  - (e) ensure that all Employees required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;

- (f) ensure that none of the Employees publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Data Controller;
- (g) notify the Data Controller (within five Working Days), if it receives:
  - (i) a request from a Data Subject to have access to that person's Personal Data; or
  - (ii) a complaint or request relating to the Party's obligations under the Data Protection Legislation;

In relation to (g) (i) the Data Processor shall provide the Data Controller with the personal data it holds in relation to a Data Subject (within timescales required by the Data Processor). In relation to (g) (ii) the Data Processor shall provide the Data Controller with full co-operation and assistance in relation to any complaint or request made.

- 1.5 Each Party shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other Party to breach any of its applicable obligations under the Data Protection Legislation.
- 1.6 Each Party agrees that if a data subject access request is received then the Party which is deemed to be Data Controller shall be responsible for all expenses relating to such request.

## **2.0 DATA STORAGE**

- 2.1 The Parties shall be responsible for adequately storing data relating to the Services in accordance with the Data Protection Act 2018.

## **SCHEDULE 3 - GOVERNANCE**

### **PART I - THE STEERING GROUP**

#### **1.0 MEMBERSHIP**

- 1.1 The Steering Group will comprise of at least one representative from each of the Parties;
- 1.2 Each Steering Group member shall have delegated authority to make decisions, relating only to the Terms of Reference detailed in paragraph 3 below, on behalf of the Parties. Those matters which shall be referred back to the Parties for resolution as required by the Parties constitution from time to time in accordance with the terms of this Agreement are set out in clause 3.2 below.
- 1.3 The Steering Group may decide to admit other organisations as parties to this Agreement and in that event the terms of this Agreement shall be varied accordingly. Alternatively, the Steering Group may decide to co-opt organisations as members of the Steering Group in a non-voting capacity.

#### **2.0 MEETINGS AND DECISIONS**

- 2.1 The Steering Group shall meet regularly to jointly evaluate the collaboration, including its progress towards meeting Project objectives. Meetings shall be held at a venue to be agreed between the Parties.
- 2.2 To constitute a meeting of the Steering Group a representative of each Party must be present.
- 2.3 A Steering Group Member may appoint an authorised deputy to attend any meetings on his or her behalf. Where practicable the Steering Group should be made aware of such substitution. Authorised deputies of the representatives of the Parties shall count for the purposes of quorate meetings.
- 2.4 Each representative of the Parties as members of the Steering Group will use their best endeavours to reach a consensus on decisions, acting reasonably and co-operatively in order to reach agreement which contributes to the success of the Project.
- 2.5 Any failure by the Steering Group to reach a consensus shall result in the matter in question being referred back to the Parties who shall deal with the matter in accordance with the escalation process detailed in clause 0.
- 2.6 Members of the Steering Group may invite one or more officers from the Parties to attend meetings of the Steering Group to provide information or assistance to the Steering Group as required.
- 2.7 The minutes of the proceedings of every meeting shall be drawn up by SC. Copies shall be circulated to all those in attendance within 2 weeks after the date of such meeting.

### **3.0 TERMS OF REFERENCE**

3.1 The activities of the Steering Group shall include but not be limited to:

- (a) Determining the strategic direction of the Project;
- (b) Making decisions in relation to the staffing requirements, resources and premises required to deliver the Project, in accordance with the terms of this Agreement;
- (c) Making decisions in relation to the eligibility for services provided through the collaboration.
- (d) Making decisions regarding prioritising the use of available funding
- (e) Completing initial risk assessments
- (f) Setting monitoring and reviewing Project scope and standards;
- (g) Monitoring performance.
- (h) Deciding whether to admit new Parties to the Agreement or whether to co-opt new organisations to the Steering Group.
- (i) Resolving any conflicts between competing interests of the Parties;
- (j) Reviewing of the governance arrangements set out by this Agreement;
- (k) Resolving any disputes referred to it via the escalation procedure;

3.2 The Steering Group shall not make any decisions relating to a Party's decision to withdraw from the Agreement or to terminate the Agreement without first referring that matter to the individual Party for approval.

## SCHEDULE 4 FUNDING SOURCES

FUNDING SOURCE	AMOUNT	STATUS
TRANSFORMING TOWNS, PLACEMAKING PROGRAMME	180,000	SECURED
WELSH CHURCH ACT FUND	5,000	SECURED
LANDFILL DISPOSALS TAX FUND	2,956	PENDING DECISION
COMMUNITY OWNERSHIP FUND	250,000	PENDING DECISION
SHARED PROSPERITY FUND	430,000	PENDING DECISION
PEOPLE & PLACES (COMMUNITY FUND)	100,000	PENDING DECISION
<b>TOTAL</b>	<b>£ 967,956</b>	

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