

DATED

2018

- (1) **CONWY COUNTY BOROUGH COUNCIL**
- (2) **DENBIGHSHIRE COUNTY COUNCIL**
- (3) **FLINTSHIRE COUNTY COUNCIL**
- (4) **GWYNEDD COUNCIL**
- (5) **THE ISLE OF ANGLESEY COUNTY COUNCIL**
- (6) **WREXHAM COUNTY BOROUGH COUNCIL**
- (7) **BANGOR UNIVERSITY**
- (8) **WREXHAM GLYNDWR UNIVERSITY**
- (9) **COLEG CAMBRIA**
- (10) **GRWP LLANDRILLO MENAI**

GOVERNANCE AGREEMENT 1
in relation to the delivery of the North Wales Growth Deal



CONTENTS

Clause		
1	DEFINITIONS AND INTERPRETATION	2
2	COMMENCEMENT, DURATION AND TERMINATION	5
3	PRINCIPLES AND KEY OBJECTIVES	6
4	THE ACCOUNTABLE BODY	7
5	DUTIES OF THE ACCOUNTABLE BODY	8
6	DUTIES OF THE OTHER PARTIES	9
7	BUSINESS PLAN	9
8	DECISION MAKING	9
9	JOINT COMMITTEE	10
10	EXECUTIVE TEAM	14
11	COMMITMENT OF THE PARTIES AND CONTRIBUTIONS	14
12	MITIGATION	18
13	LIABILITY OF THE PARTIES	18
14	WITHDRAWAL	19
15	CONSEQUENCES OF TERMINATION	19
16	INTELLECTUAL PROPERTY	19
17	CONFIDENTIALITY AND ANNOUNCEMENTS	20
18	CONTRACTS (THIRD PARTY RIGHTS)	21
19	DISPUTE RESOLUTION	21
20	DATA PROTECTION	21
21	FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION	23
22	NOTICES	24
23	GOVERNING LAW	24
24	ASSIGNMENT	24
25	WAIVER	25
26	ENTIRE AGREEMENT	25
27	COUNTERPARTS	25
28	RELATIONSHIP OF PARTIES	25

29	STATUTORY RESPONSIBILITIES	25
	SCHEDULE 1 - DELEGATIONS POLICY	30
	SCHEDULE 2 - TERMS OF REFERENCE	32
	PART 1 - JOINT COMMITTEE TERMS OF REFERENCE	32
	PART 2 - EXECUTIVE TEAM TERMS OF REFERENCE	34
	SCHEDULE 3 - PARTIES' DETAILS	36
	SCHEDULE 4 - HEADS OF EXPENDITURE	37
	SCHEDULE 5 - ACCOUNTING PERIODS	38
	SCHEDULE 6 - CODE OF CONDUCT FOR NWEAB ADVISERS	39
	SCHEDULE 7 – DETAILS OF REPRESENTATIVES	42
	SCHEDULE 8 - ASSURANCE FRAMEWORK	43
	SCHEDULE 9 - IMPLEMENTATION PLAN	45

BETWEEN

- (1) **CONWY COUNTY BOROUGH COUNCIL** of [xxx] ("**Conwy Council**");
- (2) **DENBIGHSHIRE COUNTY COUNCIL** of [xxx] ("**Denbighshire Council**");
- (3) **FLINTSHIRE COUNTY COUNCIL** of [xxx] ("**Flintshire Council**");
- (4) **GWYNEDD COUNCIL** of [xxx] ("**Gwynedd Council**");
- (5) **THE ISLE OF ANGLESEY COUNTY COUNCIL** of [xxx] ("**Isle of Anglesey Council**");
- (6) **WREXHAM COUNTY BOROUGH COUNCIL** of [xxx] ("**Wrexham Council**"),
(together referred to as "**the Councils**" and individually as a "**Council**"); and
- (7) **BANGOR UNIVERSITY** of [xxx];
- (8) **WREXHAM GLYNDWR UNIVERSITY** of [xxx];
- (9) **COLEG CAMBRIA** of [xxx];
- (10) **GRWP LLANDRILLO MENAI** of [xxx]; and
(together referred to as the "**Advisers**" and individually as an "**Adviser**").

BACKGROUND RECITALS

- (A) The Parties have agreed to work together and enter into this Agreement to formalise their respective roles and responsibilities in order to discharge their obligations in relation to the North Wales Growth Deal up to the point when the Growth Deal is signed by the Parties, the UK Government and the Welsh Government.
- (B) The Parties have agreed to create a Joint Committee with a robust governance arrangement that will ultimately be responsible for overseeing and co-ordinating the discharge of the Parties' obligations in relation to the Growth Deal. Further details of the Joint Committee are set out in Clause 9 (Joint Committee) and its functions are set out in Schedule 2 (Joint Committee Terms of Reference).
- (C) More detailed obligations in relation to the Growth Deal shall be enshrined in a second governance agreement, (the "**GA2**") which shall be developed by the Parties and entered into following the signature of the Growth Deal. The functions of the Joint Committee will be updated further in the GA2.
- (D) The Parties have agreed to appoint Gwynedd Council to act as the Accountable Body for and on behalf of the Parties and to discharge the Parties' obligations in relation to the Growth Deal pursuant to and in accordance with this Agreement.
- (E) The Councils wish to enter into this Agreement and deliver the Growth Deal pursuant to the powers conferred on them by Sections 101, 102, 111 and 113 of the Local Government Act 1972, Section 1 of the Local Authority (Goods & Services) Act 1970, Section 25 of the Local Government (Wales) Act 1994, Section 2, 19 and 20 of the Local Government Act 2000, Section 9 of the Local Government Wales Measure 2009 and all other enabling powers now vested in the Councils.

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement and the recitals, unless, the context otherwise requires the following terms shall have the meaning given to them below:-

"Accountable Body"	means the Council appointed under Clause 4 (<i>Accountable Body</i>) who shall be responsible for receiving and spending funds for and on behalf of the Parties in relation to the Growth Deal and whose duties are set out under Clause 5 (<i>Duties of the Accountable Body</i>)
"Accounting Period"	means those periods set out in Schedule 6 (<i>Accounting Periods</i>) as may be amended from time to time in accordance with the terms of this Agreement
"the Advisers"	Means the bodies and individuals listed below plus any further individuals and/or bodies whom the Joint Committee chooses to invite in that capacity from time to time : <ul style="list-style-type: none">• Bangor University• Coleg Cambria• Grwp Llandrillo Menai• North Wales and Mersey Dee Business Council
"Annual Budget"	means the approved annual budget of the Accountable Body held for and on behalf of the Parties and as set out in Clause 12.4 (<i>Annual Budget</i>) which includes payment of any Joint Committee Costs in accordance with this Agreement
"Assurance Framework"	means the Parties' systems, processes and protocols to assess the governance, risk management and control processes of the Parties for the discharge of their obligations in relation to the Growth Deal attached at Schedule 8 (<i>Assurance Framework</i>) of this Agreement
"Business Day"	means any day other than a Saturday or Sunday or a public or bank holiday in England and/or Wales
"North Wales Region"	comprises of the six administrative areas of Conwy Council, Denbighshire Council, Flintshire Council, Gwynedd Council, Anglesey Council and Wrexham Council
"CEDR"	means the Centre for Dispute Resolution
"Growth Deal"	means the agreement to be signed by the Welsh Government, the UK Government and the [Parties] setting out the terms of the North Wales Growth Deal
"Commencement Date"	means the date of this Agreement

"Confidential Information"	all know-how and other information whether commercial, financial, technical or otherwise relating to the business, affairs or methods of all or any Party, 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
"Data Protection Legislation"	means the Data Protection Act 2018 and General Data Protection Regulations
"Executive Team"	means the team so appointed from time to time by the Parties to represent the interests of the Parties in respect of the operational requirements for the Growth Deal, working under the direction of the Joint Committee and within the scope of delegation set out in the Delegations Policy in Schedule 1 (<i>Delegations Policy</i>)
"GA2"	means the second governance agreement to be entered into between some or all of the Councils and Advisers to formalise their respective roles and responsibilities in relation to the North Wales Growth Deal once the Growth Deal has been signed
"GA Code of Conduct"	means the code of conduct for NWEAB advisors set out in Schedule 6
"HMT"	means Her Majesty's Treasury, a ministerial department of the UK Government
"HMT Contribution"	means the funding provided by HMT pursuant to the Growth Deal and as referred to in Clause 12.5 (<i>Contributions</i>)
"Implementation Plan"	means the implementation plan that will set out, amongst other things, the process for agreeing and prioritising projects to be procured pursuant to the Growth Deal and the pro-forma of which will be discussed and agreed by the Joint Committee pursuant to Schedule 9 (<i>Implementation Plan</i>) of this Agreement
"Intellectual Property"	any and all patents, trademarks, trade names, copyright, moral rights, rights in design, rights in databases, know-how and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them

"Internal Costs"	means as defined in paragraph 1.1 of Schedule 4 (<i>Heads of Expenditure</i>)
"IP Material"	the Intellectual Property in the Material
"Joint Committee"	means the joint committee set up by the Parties pursuant to Clause 9 (<i>Joint Committee</i>) of this Agreement
"Joint Committee Costs"	means as defined in paragraph 1.2 of Schedule 4 (Heads of Expenditure) and excluding any Internal Costs (save for the Internal Costs of the Accountable Body which shall be accounted for as Joint Committee Costs)
"Joint Committee Meeting"	means a meeting of the Joint Committee duly convened in accordance with Clause 9 (<i>Joint Committee</i>)
"Local Authority"	a principal council (as defined in Section 270 of the Local Government Act 1972) or any body of government in Wales established as a successor of a principal council
"Material"	all data, text, graphics, images and other materials or documents created, used or supplied by a Party in connection with this Agreement unless before the first use or supply, the Party notifies the other Parties that the data, text supplied is not to be covered by this definition
"Matter Reserved to the Parties"	shall have the meaning given to it in Clause 8.1.3
"Parties Contribution"	means the funding provided by the Parties as set out in Clause 12.5.1(b) (<i>Parties Contribution</i>)
"Party"	means any one of the Councils or Advisers who are party to this Agreement from time to time, and " Parties " means all of them
"Personal Data"	means the personal data as defined in the DPA
"Programme Themes"	shall have the meaning given to it under the Implementation Plan
"Proportionate Basis"	means the relevant proportion for each Party by reference to their respective fractional contribution as set out in Clause 12.5.3 (<i>Parties' Contribution</i>)
"Translation Costs"	means translation costs incurred by the Accountable Body in complying with any applicable legislation relating to its obligations under this Agreement

1.2 Interpretation

In this Agreement, except where the context otherwise requires:-

1.2.1 the singular includes the plural and vice versa;

- 1.2.2 a reference to any Clause, Paragraph, Schedule or recital is, except where expressly stated to the contrary, a reference to such clause, paragraph, schedule or recital of and to this Agreement;
- 1.2.3 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.2.4 any reference to legislation shall be construed as a reference to any legislation as amended, replaced, consolidated or re-enacted;
- 1.2.5 a reference to a public organisation (to include, for the avoidance of doubt, any Council) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both functions and responsibilities of such public organisation;
- 1.2.6 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.2.7 the Clause, Paragraph and Schedule headings and captions in the body of this Agreement do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
- 1.2.8 words preceding "**include**", "**includes**", "**including**" and "**included**" shall be construed without limitation by the words which follow those words;
- 1.2.9 words importing the masculine shall be construed as including the feminine or the neuter or vice versa; and
- 1.2.10 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.

1.3 **Schedules**

The Schedules to this Agreement form part of this Agreement.

2. **COMMENCEMENT, DURATION AND TERMINATION**

2.1 **Commencement**

This Agreement shall take effect on the Commencement Date.

2.2 **Duration of the Agreement**

This Agreement shall continue in full force and effect from the Commencement Date until the earlier of the following dates:-

- 2.2.1 entry into of the GA2; or
- 2.2.2 all the Parties agree in writing to its termination.

2.3 **Termination**

Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any Party ("**Defaulter**") by the other Parties ("**Non-Defaulting Parties**") acting unanimously in giving written notice to the Defaulter effective on receipt where the Defaulter materially breaches any of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same within thirty (30) Business

Days (or such other period as agreed by the Non-Defaulting Parties) of being notified of each breach in writing by the Non-Defaulting Parties and being required to remedy the same.

3. **PRINCIPLES AND KEY OBJECTIVES**

3.1 The Parties intend this Agreement to be legally binding.

3.2 The Parties agree to work together to discharge the Parties' obligations in relation to the Growth Deal pursuant to and in accordance with this Agreement

3.3 **Objectives**

Without prejudice to the terms of this Agreement, the Parties agree that they shall conduct their relationship in accordance with the following objectives:-

- To collectively agree and secure a growth deal for the North Wales Region in support of the aims and objectives of the adopted vision; and
- To pursue the aims and objectives of the Regional Growth Strategy

3.4 **Principles**

Without prejudice to the terms of this Agreement, the Parties agree that they will conduct their relationship in accordance with the following principles:-

3.4.1 **Openness and Trust**

In relation to this Agreement the Parties will be open and trusting in their dealings with each other, make information and analysis available to each other, discuss and develop ideas openly and contribute fully to all aspects of making the joint working successful. Whilst respecting the mutual need for commercial confidentiality, the Parties will willingly embrace a commitment to transparency in their dealings and in particular a need to comply with statutory access to information requirements including the Environmental Information Regulations 2004 and the Freedom of Information Act 2000 and supporting codes of practice. The Parties will be aware of the need for and respect matters of commercial confidentiality and potential sensitivity;

3.4.2 **Commitment and Drive**

The Parties will be fully committed to working jointly, will seek to fully motivate employees and will address the challenges of delivering the Growth Deal with enthusiasm and a determination to succeed;

3.4.3 **Skills and Creativity**

The Parties recognise that each brings complimentary skills and knowledge which they will apply creatively to achieving the Parties' objectives, continuity, resolution of difficulties and the development of the joint working relationship and the personnel working within it. It is recognised that this will involve the appreciation and adoption of common values;

3.4.4 **Effective Relationships**

The roles and responsibilities of each Party will be clear with relationships developed at the appropriate levels within each organisation with direct and easy access to each other's representatives;

3.4.5 **Developing and Adaptive**

The Parties recognise that they are engaged in what could be a long term business relationship which needs to develop and adapt and will use reasonable endeavours to develop and maintain an effective joint process to ensure that the relationship develops appropriately and in line with these principles and objectives;

3.4.6 **Reputation and Standing**

The Parties agree that, in relation to this Agreement and the Growth Deal generally, they shall pay the utmost regard to the standing and reputation of one another, and act with regard to each Party's own employer and member codes of conduct and shall not do or fail to do anything which may bring the standing or reputation of any other Party into disrepute or attract adverse publicity to any other Party;

3.4.7 **Reasonableness of Decision Making**

The Parties agree that all decisions made in relation to this Agreement and the Growth Deal generally shall be made by them acting reasonably and in good faith;

3.4.8 **Necessary Consents**

Each Party hereby represents to the other Parties that it has obtained all necessary consents sufficient to ensure the delegation of functions and responsibilities provided for by this Agreement; and

3.4.9 **Members, Officers, Directors and Employees Commitments**

Each Party shall use its reasonable endeavours to procure that their respective members, officers, directors and employees who are involved in the Growth Deal shall at all times act in the best interests of the Growth Deal, and act with regard to each Party's own employer and member codes of conduct, devote sufficient resources to deliver the Growth Deal and respond in a timely manner to all relevant requests from the other Parties.

3.4.10 **GA Code of Conduct**

The Advisers agree that, in relation to this agreement and the Growth Deal generally they shall act in accordance with the GA Code of Conduct.

4. **THE ACCOUNTABLE BODY**

4.1 The Parties (acting severally) have agreed, with effect from the Commencement Date, Gwynedd Council will act as the Accountable Body responsible for discharging the Parties' obligations in relation to the Growth Deal pursuant to and in accordance with this Agreement for and on behalf of the Parties and Gwynedd Council agrees to act in that capacity subject to and in accordance with the terms and conditions of this Agreement.

4.2 If the Accountable Body defaults and the Agreement is terminated in respect of it pursuant to Clause 2.3 (*Commencement, Duration and Termination*) or the Accountable Body withdraws pursuant to Clause 15 (*Withdrawal*), then the replacement Accountable Body will be appointed by the Joint Committee and the withdrawing or, as applicable, defaulting Accountable Body will not have the right to vote in regard to any such appointment.

4.3 Where a replacement Accountable Body is appointed pursuant to Clause 4.2 above, any reference to Gwynedd Council (in its capacity as the initial Accountable Body) shall be read with reference to the replacement Accountable Body.

4.4 The Accountable Body shall act as the Accountable Body and shall receive:-

4.4.1 any HMT Contribution from the Welsh Government for and on behalf of the Parties;

4.4.2 the Parties Contribution; and

4.4.3 any other funding that may be received from time to time specifically in respect of the Growth Deal and which is for the benefit of all Parties,

and shall hold and manage such HMT Contribution, Parties Contribution and such other funding in accordance with the terms of this Agreement.

5. DUTIES OF THE ACCOUNTABLE BODY

5.1 For the duration of this Agreement, the Accountable Body shall:

5.1.1 act diligently and in good faith in all its dealings with the other Parties and it shall use its reasonable endeavours to discharge the Parties' obligations in relation to the Growth Deal pursuant to and in accordance with this Agreement and all applicable legislation including but not limited to:-

(a) the Well-being of Future Generations (Wales) Act 2015;

(b) Welsh Language (Wales) Measure 2011;

(c) any compliance notice issued under the Welsh Language (Wales) Measure 2011 in respect of the Accountable Body; and

(d) the Local Authorities (Executive Arrangements) (Decisions, Documents and Meetings) (Wales) Regulations 2001 (as amended)

5.1.2 act as the primary interface (on behalf of itself and the other Parties) with the Welsh Government, the UK Government and the European Regional Development Fund and any other body necessary to discharge the Parties' obligations in relation to the Growth Deal;

5.1.3 act as the Accountable Body to hold any funds received directly from the Welsh Government, the UK Government (if any), the European Regional Development Fund (if any), the Parties and/or any other sources (if any) in relation to the Growth Deal and only to use and release such funds as agreed in accordance with the terms of such funding and this Agreement;

5.1.4 without assuming responsibility for the delivery of any specific Growth Deal project and within the limitation of the funding provided to it (as part of the Joint Committee Costs), provide the support services required to facilitate the work of the Joint Committee (and its sub committees and groups established pursuant to Clauses 9.22 and 9.24 and the Regional Office referred to in the Assurance Framework), including, but not limited to, financial, human resources, legal, ICT, estates, information management, internal audit and procurement services.

For the avoidance of doubt, the provisions of this Clause 5.1.4 shall not serve to fetter the ability of the Accountable Body to enter into arrangements with any of the other Parties to provide the aforementioned services on its behalf.

5.1.5 without assuming responsibility for the delivery of any specific Growth Deal project, provide for the Accountable Body's chief finance officer ("**S151 Officer**") and monitoring officer (or their nominated deputies) to act, respectively, as the section 151 Officer and monitoring officer to the Joint Committee; and

5.1.6 without limitation to its roles under the preceding provision of this Clause 5.1, have responsibility for, but not limited to administering the financial affairs of the Joint Committee (and its sub committees and groups established pursuant to Clauses 9.22 and 9.24), including accounting for VAT, keeping financial records, ensuring that the annual accounts of the Joint Committee are prepared in accordance with the Code of Practice on Local Authority Accounting and making arrangements for the external audit of the Joint Committee.

5.1.7 Employ the Project Management Group as set out in clause 11.

6. **DUTIES OF THE OTHER PARTIES**

6.1 For the duration of this Agreement, the other Parties shall act diligently and in good faith in all their dealings with the Accountable Body and shall use their respective reasonable endeavours to assist the Accountable Body to discharge the Parties' obligations in relation to the Growth Deal pursuant to and in accordance with this Agreement and all applicable legislation.

6.2 It is acknowledged and agreed that the obligations and liabilities of each Party shall bind any successor entity in the event of any Council or Adviser re-organisation.

7. **BUSINESS PLAN**

7.1 **GA2 Business Plan**

7.1.1 The Joint Committee shall prepare (or procure the preparation of), a draft Business Plan which shall comply with the provisions of Clause 7.1.3 below. The intention is to create an overarching five (5) year GA2 Business Plan that, amongst other matters, shall set out the Parties' objectives and priorities for the delivery of the Growth Deal. It is then intended that the GA2 Business Plan will be updated annually.

7.1.2 Finalising the GA2 Business Plan and then the decision to approve and adopt the GA2 Business Plan shall be actions under the GA2 with the final decision being a Matter Reserved to the Parties.

7.1.3 The GA2 Business Plan shall, amongst other matters, address the following:

- (a) the overall costs and investment by each Party over the term of the Growth Deal;
- (b) the methodology for agreeing the nature, scope and prioritisation of projects to be developed for the overall benefit of the North Wales Region (in accordance with the terms of the Implementation Plan);
- (c) the methodology and responsibility for any external audits in relation to this Agreement;
- (d) the methodology and responsibility of any performance monitoring along with any performance indicators to enable the Joint Committee to measure progress against the GA2 Business Plan; and

- (e) any revenue and capital monitoring reports to be prepared for the Joint Committee and the frequency of such reports.

8. **DECISION MAKING**

8.1 In terms of the need for decisions and other actions to be taken and carried out during the term of this Agreement, the Parties have identified the following three categories together with the means by which they will be taken:-

- 8.1.1 **"Delegated Matter"** - being a matter which it is expected that the Executive Team or a sub-committee that has been established by the Joint Committee from time to time will be able to make a decision upon and have the power to bind the Joint Committee in doing so;
- 8.1.2 **"Joint Committee Matter"** – being a matter within the remit of the Joint Committee upon which it will be able to make a decision upon and have the power to bind the Parties in doing so;
- 8.1.3 **"Matter Reserved to the Parties"** – being a matter which will have to be referred to each Party for a decision and, for the avoidance of doubt, that matter requiring a decision will not be dealt with by the Joint Committee until the decision shall have been agreed unanimously by all of the Parties,

and in each case, such matters are identified in Schedule 1 (*Delegations Policy*). The Delegations Policy shall be updated by the Joint Committee from time to time.

9. **JOINT COMMITTEE**

9.1 The Councils shall form the Joint Committee in accordance with this agreement ("**Joint Committee**") for the purposes of:-

- 9.1.1 to co-ordinate the planning and delivery of the Growth Vision, with an initial emphasis on a Growth Deal
- 9.1.2 to provide direction for key strategies in support of paragraph 9.1.1 above, in particular transport, skills and employment, economic development and land use planning;
- 9.1.3 to unite partners around common purpose in support of 9.1.1 above;
- 9.1.4 to provide direction to any Sub-Boards that the Joint Committee chooses to appoint including the commissioning of specific tasks or projects;
- 9.1.5 proposing projects that could be undertaken as part of the Growth Deal;
- 9.1.6 deliberating on such projects to assess whether further due diligence is warranted and reaching agreement on the costs that should be incurred undertaking further appraisal work;
- 9.1.7 agreeing a pro-forma Implementation Plan that will set out the process for agreeing and prioritising projects that will be taken forwards pursuant to the Growth Deal;
- 9.1.8 preparing a draft Business Plan in accordance with Clause 7 (*Business Plan*); and
- 9.1.9 overseeing and co-ordinating the discharge of the Councils' preparatory obligations in relation to the Growth Deal,

- 9.1.10 To take all necessary decisions to pursue the aims and objectives of the Regional Growth Strategy
- 9.1.11 to carry out the functions set out in Schedule 2 (Joint Committee Terms of Reference).
- 9.2 The Joint Committee may carry out such other functions as the Councils determine from time to time and approve as a Matter Reserved to the Parties.
- 9.3 The Joint Committee shall not have power to approve any Matter Reserved to the Parties.
- 9.4 The Advisers shall have the right to attend and speak at meetings the Joint Committee.
- 9.5 Each Party shall appoint one (1) representative to the Joint Committee. The details of each of the representatives are set out in Schedule 7 (Details of Representatives).
- 9.6 The Chairperson of the Joint Committee shall be a representative of a Council appointed to the Joint Committee and shall be appointed on an annual basis by the Joint Committee at the Annual General Meeting. The Chairperson shall not have a casting vote.
- 9.7 Each Party shall be entitled from time to time to appoint a named deputy for its representative. Any deputies may attend meetings of the Joint Committee but shall only be entitled to speak and vote at such meetings in the absence of his or her corresponding principal.
- 9.8 Each Party may, at their discretion, replace their representative (and their respective deputies) appointed to the Joint Committee, provided that:-
- 9.8.1 at all times, they have a representative appointed to the Joint Committee in accordance with the roles identified in Schedule 2 (*Joint Committee Terms of Reference*);
- 9.8.2 any such replacement shall have no lesser status or authority than that set out in Schedule 2 (*Joint Committee Terms of Reference*) unless otherwise agreed by the Parties; and
- 9.8.3 the details of any such representative shall be notified to the other Parties in writing, to replace the relevant details set out in Schedule 7 (Details of Representatives).
- 9.9 Unless the Joint Committee decides otherwise (e.g. if a meeting is deemed not to be required), the Joint Committee shall meet either on a monthly basis or as and when required in accordance with the timetable for the Growth Deal. Meetings shall be convened at appropriate times and upon giving the requisite statutory notice (to be issued through the Accountable Body) to deliberate on the Joint Committee Matters referred to in Schedule 1 (*Delegations Policy*).
- 9.10 The expectation is that all of the Councils and Advisers attend all meetings of the Joint Committee where possible.
- 9.11 Any representative may by written request to the Executive Team request that a matter be considered at the next meeting of the Joint Committee.
- 9.12 The Executive Team shall ensure that all agendas and relevant information in relation to a Joint Committee meeting are circulated in a timely manner and in any event in accordance with legislative requirements.

- 9.13 Any representative may, where he or she views that a matter requires urgent consideration, request to the Chairperson at the start of a Joint Committee meeting that such urgent item is added to the agenda, but its inclusion will be a matter for the Chairperson to decide.
- 9.14 The quorum necessary for a Joint Committee meeting shall be a representative or deputy from at least 4 Councils.
- 9.15 At meetings of the Joint Committee each representative or appropriate deputy (in the absence of the relevant representative) from each Council shall have one vote.
- 9.16 At meetings of the Joint Committee, each representative or appropriate deputy (in the absence of the relevant representative) from each Adviser shall have the right to advise the Joint Committee on decisions and their views shall be recorded by the Joint Committee. Whilst it is not intended that the Advisers shall have formal voting rights, the Joint Committee shall give consideration to any views or representations made by the Advisers and where Advisers do not agree with a proposed decision the Joint Committee shall consider (acting in good faith) declaring a matter a JC Unresolved Matter.
- 9.17 Decisions at a meeting of the Joint Committee require a simple majority vote of the representatives (or deputies as applicable) from the Councils in attendance, provided that if:
- 9.17.1 the votes are tied (i.e. a deadlock); or
- 9.17.2 two or more Parties make such a request at the meeting,
- that decision shall be declared a JC Unresolved Matter to be dealt with in accordance with Clause 9.18.
- 9.18 If, at a meeting of the Joint Committee, a matter is not determined, that matter ("**JC Unresolved Matter**") shall be deferred for consideration at the next ordinary meeting of the Joint Committee meeting or such sooner time as shall be agreed. If at the reconvened Joint Committee meeting the JC Unresolved Matter is not determined, the JC Unresolved Matter shall not be agreed and shall not be implemented by the Joint Committee.
- 9.19 Each Party shall provide all information reasonably required upon request by the Joint Committee to the Executive Team and shall comply with any decisions of the Joint Committee to request such information.
- 9.20 Each Party shall consult with the other Parties to ensure the diligent progress of the day to day matters relating to the discharge of the Parties' obligations in relation to the Growth Deal.
- 9.21 Where a Party wishes to provide any information and/or serve a notice or demand on the Joint Committee, this should be served on the Executive Team in accordance with Clause 23.3 (*Notices*). The Executive Team shall keep a record of all information, notices and demands received and shall update each representative promptly.
- 9.22 The Parties acknowledge and agree that the Joint Committee shall adopt (as applicable) the Accountable Body's prevailing contract standing orders, financial procedure rules, and such other applicable policies and procedures for and behalf of the Parties in the discharge of its obligations under this Agreement and that the Accountable Body's chief finance officer ('**S151 Officer**') and Monitoring Officer (or their nominated deputies) shall, respectively, act as the section 151 officer and monitoring officer to the Joint Committee.

9.23 The Advisers acknowledge and agree that their representative or deputy shall comply with the terms of the GA Code of Conduct.

9.24 Joint Committee may Delegate

9.24.1 The Joint Committee may delegate any of the powers which are conferred on them under this Agreement:

- (a) to a sub-committee or an officer of one of the councils;
- (b) to such an extent;
- (c) in relation to such matters; and
- (d) on such terms and conditions,

as they think fit from time to time (subject to any restrictions that may be imposed upon such delegation by any of the Councils).

9.24.2 The Joint Committee may allow that such delegation shall automatically authorise further delegation of the Joint Committee's powers by any person to whom they are delegated provided that the Joint Committee specifically states this within such delegation authority.

9.24.3 The Joint Committee may revoke any delegation in whole or part, or alter its terms and conditions at any time.

9.25 Sub-Committees

9.25.1 The Joint Committee shall establish as soon as reasonably practicable the sub-committees or groups set out below. The initial terms of reference for the sub-committees, subject to approval by the Joint Committee and its powers to vary and or revoke such delegation in accordance with clause 9.24 above, will be as set out in the third part of Schedule 2 :

- (a) a transport sub-committee; and
- (b) Digital Delivery.

9.25.2 The Accountable Body shall be responsible for providing Internal Audit services to the Joint Committee and audit reports in relation to the Joint Committee shall be considered by its Audit Committee in accordance with its usual rules and practices.

9.25.3 It is acknowledged and agreed by the Parties that the sub-committees or groups referred to in Clauses 9.22, 9.25.1 and 9.25.2:

- (a) shall undertake a number of functions including but not limited to audit, scrutiny and/or consultation services pursuant to their terms of reference; and
- (b) shall not have any delegated decision making powers (unless otherwise expressly granted by the Joint Committee).

9.25.4 Sub-committees or groups to which the Joint Committee delegates any of its powers must follow procedures which are based as far as they are applicable on those provisions of this Agreement which govern the taking of decisions by the Joint Committee.

9.25.5 The Joint Committee shall establish the membership, rules of procedure or terms of reference for all or any such sub-committees or groups to, amongst other matters, clarify their respective role and scope of delegation which shall be approved by the Joint Committee.

9.25.6 The Joint Committee may create additional sub-committees, sub-groups or SPVs (subject to the need to obtain non-executive approval for a local authority trading company established under the Local Government Act 2003) as it sees fit from time to time.

10. **SCRUTINY**

10.1 Decisions of the Joint Committee shall be subject to scrutiny and call in by any of the Councils.

10.2 The Councils may from time to time convene a group (“the Scrutiny Co-Ordinating Group”) consisting of the chairs of the relevant overview and scrutiny committee with responsibility for the Growth Deal in order to:

10.2.1 Co-ordinate any planned scrutiny of the work undertaken or to be undertaken by and/or any decisions made or to be made by the Joint Committee

10.2.2 Co-ordinate any call in of a decision made by the Joint Committee

10.2.3 Agree arrangements for inviting councillors from any or all of the Councils to attend a meeting of one Council’s overview and scrutiny committee in order to scrutinise the work and decisions of the Joint Committee

11. **EXECUTIVE TEAM AND PROJECT MANAGEMENT GROUP**

11.1 **Constitution and Authority of the Executive Team and the Project Management Group**

11.1.1 The Parties shall form the Executive Team for the purpose of implementing the Growth Deal and the day-to-day management of the Parties’ obligations in relation to the Growth Deal and to carry out the functions set out in Schedule 2, **Error! Reference source not found.** (*Executive Team Terms of Reference*).

11.1.2 The Executive Team shall not have any decision making powers pursuant to this Agreement.

11.1.3 Each Party shall appoint one senior officer representative to the Executive Team and such other representatives as the Joint Committee may determine from time to time. The chairperson shall be such representative as the Joint Committee may determine from time to time.

11.1.4 Each Party shall be entitled from time to time to appoint a deputy for its senior officer and such deputy (in each case) shall be entitled to attend meetings of the Executive Team in place of its senior officer.

11.1.5 The Parties shall, at their discretion, replace their representatives (and their respective deputies) appointed to the Executive Team provided that such replacement shall be on the same basis as the original appointed and provided further that no senior officer of the Executive Team shall be removed or replaced by any Party without that Party giving prior written notice as soon as reasonably practicable and in any event within ten (10) Business Days of its intention to remove or replace that representative.

- 11.1.6 The Executive Team shall meet as and when required in accordance with the timetable for the Growth Deal and, in any event, at such times as the Executive Team shall decide.
- 11.1.7 The Executive Team will give direction and advice to the Project Management Group on the implementation of Joint Committee decisions.
- 11.1.8 The Accountable Body shall employ officers to implement the decisions of the Joint Committee called the Project Management Group.
- 11.1.9 The Parties may from time to time second their employees to the Project Management Group

12. COMMITMENT OF THE PARTIES AND CONTRIBUTIONS

12.1 General

Subject to Clause 15 (*Withdrawal*), the Parties agree and undertake to commit to the Growth Deal in accordance with the terms of this Agreement and not to commission and/or undertake any procurement and/or project that seeks or would procure the delivery of all or any part of the Growth Deal outside the terms of this Agreement.

12.2 Internal Costs

- 12.2.1 Subject to Clause 12.2.2, the Internal Costs incurred by each Party (including the Accountable Body) shall be borne by the Party providing that internal resource.
- 12.2.2 The Parties hereby agree that if one of the Parties believes it is likely to incur disproportionate Internal Costs that matter shall be referred to the Joint Committee for a decision as to whether such costs will be disproportionate and whether any contributions should be made to this cost by the other Parties.

12.3 Joint Committee Costs

- 12.3.1 Any Joint Committee Costs incurred by the Joint Committee shall be shared on a Proportionate Basis between the Parties pursuant to this Agreement. They will form part of the Annual Budget referred to in Clause 12.4 below.
- 12.3.2 Each Party shall be required to prepare accounts including details of any Joint Committee Costs incurred pursuant to Schedule 4 (*Heads of Expenditure*) ("**the Accounts**") in respect of each Accounting Period and for such further and/or other accounting periods as the Joint Committee shall determine and which shall be incorporated into Schedule 5 (*Accounting Periods*). For the avoidance of doubt, such Accounts shall not include any revenue costs or capital investment requirements in relation to the implementation of any proposed project and shall solely relate to the operational and management costs of the Joint Committee.
- 12.3.3 Each Party shall:-
 - (a) in the Accounts make true and complete entries of all relevant payments made by it during the previous Accounting Period;
 - (b) within one (1) month of the end of each Accounting Period, each Party shall provide to the Accountable Body unaudited Accounts for such Accounting Period together with certification that such

Accounts comply with this Clause 12 (*Commitment of the Parties and Contributions*);

- (c) nominate an individual to be responsible for ensuring that Party's own compliance with this Clause 12 (*Commitment of the Parties and Contributions*) and the name, address and telephone number of each individual nominated pursuant to this Clause 12.3.3(c) (*Commitment of the Parties and Contributions*) shall be notified to the other Parties in accordance with Clause 23 (*Notices*); and
- (d) if an individual nominated by a Party pursuant to Clause 12.3.3(c) (*Commitment of the Parties and Contributions*) changes, that Party shall notify the other Parties forthwith of the replacement nominees.

12.3.4 The Accountable Body shall:

- (a) within ten (10) Business Days of receipt of the Accounts submitted by the other Parties in accordance with Clause 12.3.3(b) prepare a reconciliation statement identifying the payments made by each Party and the balance due from or owing to each; and
- (b) within twenty (20) Business Days of the preparation of the reconciliation statement send out a copy of the reconciliation statement together with either a balancing invoice or, subject to Clause 12.3.4(b), credit payments to each Party.

12.3.5 The Accountable Body shall not be obliged to make any payments due under this Agreement until the Accountable Body is in receipt of funds from the Joint Committee pursuant to this Clause 12.3.

12.3.6 A Party receiving an invoice for payment shall pay it in full within twenty (20) Business Days. Any error in a balancing invoice must be notified to the Accountable Body within five (5) Business Days of such balancing invoice being sent out. An amended balancing invoice will be issued by the Accountable Body and the Party receiving such an invoice shall pay it in full within twenty (20) Business Days.

12.3.7 The Parties hereby agree that if one of the Parties carries out any work or incurs any cost or expenses to carry out any work or to incur any cost or expense that is not within the budget or scope of work set out in this Agreement or agreed in advance by the Joint Committee, that matter shall be referred by the Executive Team to the Joint Committee for a decision as to whether such work, cost or expense is part of the Growth Deal or whether such work, cost or expense should be the entire responsibility of the Party so carrying it out or requesting it (as the case may be).

12.4 **Annual Budget**

12.4.1 Subject to Clause 12.4.2, the Annual Budget for the Accountable Body prior to receipt of any HMT Contribution (which includes any costs of the Joint Committee), shall be prepared in draft by the Accountable Body and agreed by the Joint Committee and the Parties shall each contribute towards the Annual Budget on a Proportionate Basis.

12.4.2 Initially in respect of the Annual Budget:

- (a) each Council (other than the Accountable Body) shall pay a sum of fifty thousand pounds (£50,000); and

- (b) other than NWMD, each Adviser shall pay a sum of twenty five (£25,000);

to the Accountable Body within [ten (10) Business Days] of the Commencement Date. The Accountable Body shall add £50,000 itself to the Annual Budget.

- 12.4.3 The Accountable Body shall hold and account for the Annual Budget on behalf of the Joint Committee and the other Parties.
- 12.4.4 NWMD, rather than physically paying cash to the Accountable Body shall undertake to contribute £50,000 in kind to the Accountable Body and the Joint Committee by way of services and manpower.
- 12.4.5 Any overspend on the Annual Budget shall be accounted for by the Parties on a Proportionate Basis.
- 12.4.6 The Annual Budget for the Accountable Body following the signature of the Growth Deal shall be agreed as part of GA2, along with the process for updating such budget and the consequences of any overspend of such budget.

12.5 Contributions

12.5.1 Total contribution

It is acknowledged and agreed by the Parties that the discharge of the Parties' obligations in relation to the Growth Deal shall ultimately be funded as follows:

- (a) an amount agreed in the Growth Deal from HMT ("**HMT Contribution**") which will be detailed in GA2;
- (b) an amount agreed in the Growth Deal in aggregate from the Parties ("**Parties' Contribution**") which will be detailed in GA2; and
- (c) each Parties' contribution towards the Annual Budget, on a Proportionate Basis, pursuant to Clause 12.4 (*Annual Budget*).

12.5.2 HMT Contribution

It is acknowledged and agreed that the HMT Contribution shall be included in the Growth Deal. GA2 shall set out the detail of the timing of the HMT Contribution, any exclusions from the HMT Contribution and any conditions that are attached to the HMT Contribution.

12.5.3 Parties' Contribution

- (a) Subject to Clause 12.5.3(b), each Party shall contribute towards the aggregate Parties' Contribution in the following proportions (and any references in this Agreement to "**Proportionate Basis**" shall apply these proportions):

Parties	Proportion of Contribution
Conwy Council	1/8th
Denbighshire Council	1/8th
Flintshire Council	1/8th
Gwynedd Council	1/8th
The Isle of Anglesey Council	1/8th
Wrexham Council	1/8th
Bangor University	1/16th
Wrexham University	1/16th
Coleg Cambria	1/16th
GRWP Llandrillo Menai	1/16th
NWMD	£0 in cash with 1/8 to be delivered "in kind" in accordance with clause 11.4.4
Total	Full Contribution

- (b) It is acknowledged and agreed that an affordability envelope for each Party shall be approved by the Parties as part of GA2 and that any decision to increase the affordability envelope shall be a Matter Reserved to the Parties.

12.5.4 Audit

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

12.5.5 Retention of Records

The accounts referred to in this Clause 12 (Commitment of the Parties and Contributions) shall be retained for a period of at least ten (10) years after delivery of the Growth Deal pursuant to this Agreement.

13. **MITIGATION**

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

14. **LIABILITY OF THE PARTIES**

14.1 The Accountable Body shall indemnify and keep indemnified each of the other Parties to this Agreement against any losses, claims, expenses, actions, demands, costs and liability suffered by that Party to the extent arising from any wilful default or wilful breach by the Accountable Body of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the Accountable Body or matters arising from any negligent act or omission in relation to such obligations).

14.2 No claim shall be made against the Accountable Body to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the Accountable Body of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or wilful breach by the Accountable Body under Clause 14.1 (*Liability of Parties*).

14.3 Each of the other Parties (acting severally) shall indemnify and keep indemnified the Accountable Body against all losses, claims, expenses, actions, demands, costs and liabilities which the Accountable Body may incur by reason of or arising out of the carrying out by the Accountable Body of its obligations under this Agreement for that Party or arising from any wilful default or wilful breach by a Party of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Party or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any wilful breach by the Accountable Body of any such obligations.

14.4 The Parties agree and acknowledge that the amount to be paid to the Accountable Body by any of the other Parties under Clause 14.3 (*Liability of Parties*) shall be borne by each of the Parties to the extent of its responsibility, however in the event that the responsibility is a shared one between the Parties (so that it is not reasonably practicable to ascertain the exact responsibility between the Parties) then the amount to be paid shall be divided between the Parties on a Proportionate Basis.

14.5 In the event of a claim under this Clause 14 (*Liability of Parties*) in which it is not reasonably practicable to determine the extent of responsibility as between the Parties (including the Accountable Body), then the amount shall be divided amongst the Councils (including the Accountable Body) on a Proportionate Basis. For the avoidance of doubt, any claim arising otherwise than through the wilful default or wilful breach by the Accountable Body or the other Parties shall be divided amongst the Parties (including the Accountable Body) on a Proportionate Basis.

14.6 A Party who receives a claim for losses, expenses, actions, demands, costs and liabilities shall notify and provide details of such claim as soon as is reasonably practicable to the other Parties .

14.7 No Party shall be indemnified in accordance with this Clause 14 (*Liability of Parties*) unless it has given notice in accordance with Clause 14.6 (*Liability of Parties*) to the other Party against whom it will be enforcing its right to an indemnity under this Agreement.

14.8 Each Party ("**Indemnifier**") shall not be responsible or be obliged to indemnify the other Parties (including the Accountable Body) ("**Beneficiary**") to the extent that any insurances maintained by the Beneficiary at the relevant time provide an indemnity

against the loss giving rise to such claim and to the extent that the Beneficiary recovers under such policy of insurance (save that the Indemnifier shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance).

15. **WITHDRAWAL**

15.1 No Party may withdraw from this Agreement without the approval of all of the other Parties.

15.2 A lock-in period shall be agreed as part of GA2, following which Parties shall be able to withdraw. However, there may be compensation payable if a Party does withdraw and the mechanism for calculating such compensation shall be included in GA2.

16. **CONSEQUENCES OF TERMINATION**

16.1 If the Agreement is terminated in accordance with Clause 2.3 (*Termination*), save for the obligations set out in Clause 12 (*Commitment of the Parties and Contributions*), Clause 14 (*Liability of the Parties*), this Clause 16 (*Consequences of Termination*) and Clause 18 (*Confidentiality and Announcements*), the Parties shall be released from their respective obligations described in this Agreement.

16.2 The Parties acknowledge and agree that:-

16.2.1 the Growth Deal has been modelled on the basis of participation by all the Parties and that there are considerable economic benefits to be achieved as a result of such joint working; and

16.2.2 accordingly, in the event that this Agreement is terminated in relation to any Party pursuant to Clause 2.3 (*Termination*) such Defaulter shall be liable to the Non-Defaulting Party or Parties for their reasonable and properly incurred costs in relation to the Growth Deal.

17. **INTELLECTUAL PROPERTY**

17.1 Each Party will retain all Intellectual Property in its Material.

17.2 Each Party will grant all of the other Parties a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Parties' obligations in relation to the Growth Deal and any other purpose resulting from the Growth Deal whether or not the party granting the licence remains a party to this Agreement.

17.3 Without prejudice to Clause 17.1 (*Intellectual Property*), if more than one Party 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 Party can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Parties), each of the Parties who contributed to the relevant IP Material will grant to all other Parties 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 Parties were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.

17.4 For the avoidance of doubt, any entity or person who is at the date of this Agreement a party to this Agreement and who has licensed any Intellectual Property under this Agreement will have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property in respect of the Growth Deal.

17.5 Each Party warrants that it has or will have the necessary rights to grant the licences set out in Clause 17.2 (*Intellectual Property*) and 17.3 (*Intellectual Property*) in respect of the IP Material to be licensed.

17.6 Each Party agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Parties (and at the expense of the Party(ies) making the request) to give full effect to the terms of this Agreement.

18. **CONFIDENTIALITY AND ANNOUNCEMENTS**

18.1 Each Party ("**Covenanter**") shall, both during the currency of this Agreement and at all times following its termination or expiry, keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) any Confidential Information about the business of and/or belonging to any other Party or third party which has come to its attention as a result of or in connection with this Agreement.

18.2 The obligation set out in Clause 18.1 (*Confidentiality and Announcements*) shall not relate to information which:-

18.2.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Covenanter or any other person to whom the Covenanter is permitted to disclose such information under this Agreement); or

18.2.2 is required to be disclosed by law; or

18.2.3 was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt; or

18.2.4 is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies; or

18.2.5 is necessary to be disclosed to provide relevant information to any insurer or insurance broker in connection with obtaining any insurance required by this Agreement.

18.3 Where disclosure is permitted under Clause 18.2.3 (*Confidentiality and Announcements*) or 18.2.4 (*Confidentiality and Announcements*), the recipient of the information shall be subject to a similar obligation of confidentiality as that contained in this Clause 18 (*Confidentiality and Announcements*) and the disclosing Party shall make this known to the recipient of the information.

18.4 No Party shall make any public statement or issue any press release or publish any other public document relating, connected with or arising out of this Agreement or any other agreement relating to the Growth Deal without the prior written consent of the other Parties.

19. **CONTRACTS (THIRD PARTY RIGHTS)**

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

20. **DISPUTE RESOLUTION**

20.1 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this Clause 20 (*Dispute Resolution*). The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of

this partnership) to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Parties.

- 20.2 In the event of any dispute or difference between the Parties relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) then save in relation to disputes or disagreements relating to a Matter Reserved to the Parties, the matter shall be dealt with by referral in the first instance to the Joint Committee who shall consider any such dispute or disagreement at the next scheduled meeting of the Joint Committee and attempt to resolve the disputed matter in good faith.
- 20.3 In relation to a dispute or disagreement relating to a Matter Reserved to the Parties, or if the Joint Committee fails to resolve a dispute or disagreement within five (5) Business Days of meeting pursuant to Clause 20.2 (*Dispute Resolution*), then the Parties in dispute or the Joint Committee (as the case may be) may refer the matter for resolution to:-
- 20.3.1 the Chief Executive, Managing Director, Council Leader (or other relevant head of organisation) of the relevant Parties; or
 - 20.3.2 mediation by such party as the relevant Parties may agree; or
 - 20.3.3 the exclusive jurisdiction of the Courts of England and Wales.
- 20.4 Any dispute and/or disagreement to be determined by the relevant heads of organisations, mediation or the Courts of England and Wales (as the case may be) under this Agreement shall be promptly referred for determination to them.
- 20.5 The Parties shall on request promptly supply to the relevant heads of organisations or mediator or the Courts of England and Wales (as the case may be) all such assistance, documents and information as may be required for the purpose of determination.
- 20.6 If a mediator is appointed to determine a dispute pursuant to Clause 20.3 (*Dispute Resolution*), then the mediator shall be deemed to act as an expert and not as an arbitrator and his determination shall (in the absence of manifest error) be conclusive and binding upon the Parties.
- 20.7 The costs of the resolution of any dispute and/or disagreement between the Parties under this Agreement shall be borne by the relevant Parties on a Proportionate Basis to the dispute in question save as may be otherwise directed by the relevant heads of organisations, the mediator or the Courts of England and Wales (as the case may be).

21. DATA PROTECTION

- 21.1 In relation to all Personal Data, each Party shall at all times comply with the GDPR, (as a data controller if necessary) which includes (but is not limited to) maintaining a valid and up to date registration or notification under the GDPR covering the data processing activities to be performed in connection with the Growth Deal.
- 21.2 Each Party:-
- 21.2.1 shall process Personal Data belonging to any other Party only on the instructions of that Party (subject to compliance with applicable law);
 - 21.2.2 shall only undertake processing of Personal Data reasonably required in connection with the Growth Deal and shall not transfer any Personal Data to any country or territory outside the European Economic Area; and
 - 21.2.3 shall use its reasonable endeavours to procure that all relevant sub-contractors and third parties comply with this Clause 21.2 (*Data*

Protection). For the avoidance of doubt a relevant sub-contractor is one which processes Personal Data belonging to the one or any of the Parties.

- 21.3 The Parties shall not disclose Personal Data to any third parties other than:
- 21.3.1 to employees and sub-contractors and third parties to whom such disclosure is reasonably necessary in order for the Parties to discharge the Parties' obligations in relation to the Growth Deal; or
 - 21.3.2 to the extent required under a court order or to comply with any applicable laws including (but not limited to) any statute, bye law, European Directive or regulation.
- provided that any disclosure to any sub-contractor or any third parties under Clause 21.3.1 (*Data Protection*) shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 21 (*Data Protection*) and that the Parties shall give notice in writing to all other Parties of any disclosure of Personal Data belonging to them which they or a sub-contractor or third parties are required to make under Clause 21.3.2 (*Data Protection*) immediately they are aware of such a requirement.
- 21.3.3 The Parties shall bring into effect and maintain and shall use its reasonable endeavours to ensure that all relevant sub-contractors and any third parties have in effect and maintain all reasonable technical and organisational measures necessary to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability and probity of any employee or agent of a relevant sub contractor or any third parties having access to the Personal Data.
 - 21.3.4 Any Party may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Party and the relevant sub-contractors referred to in Clause 21.2.3 (*Data Protection*) Within five (5) Business Days of such a request, the Party requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Party can determine whether or not, in connection with the Personal Data, it is compliant with the DPA. All Parties shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Party.
- 21.4 All Parties shall ensure that any Personal Data they obtain and provide to any other Party has been lawfully obtained and complies with the DPA and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the DPA.
- 21.5 If:-
- 21.5.1 under the DPA any Party is required to provide information to a data subject (as defined in the DPA) in relation to Personal Data when such data is in the possession or under control of any other Party; and
 - 21.5.2 the required Party informs the controlling Party in writing that this is the case,
- then the controlling Party shall guarantee reasonable and prompt co-operation to the required Party in meeting its obligations under the DPA including making copies of the relevant Personal Data to the extent the same are in its possession.
- 21.6 Each Party shall provide the other as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Party may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Party to:-

- 21.6.1 comply with its obligations under this Clause and the DPA; and
- 21.6.2 assess whether the processing of the relevant Personal Data in connection with this Agreement is breaching or may breach the DPA in a manner which is material and not effectively sanctioned by any guidance statement issued by the Information Commissioner.
- 21.7 The Parties shall each take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
- 21.8 The Parties shall work together to create and agree an information sharing protocol specifically in relation to their joint working on the Growth Deal and shall continually review any existing information sharing protocols being used in relation to the Growth Deal to ensure they remain relevant to the Growth Deal and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this Clause 21 (*Data Protection*).

22. **FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION**

- 22.1 Each Party acknowledges that the Councils are subject to the requirements of the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Information Regulations 2004 (“**EIR**”) and the Councils shall comply with the Accountable Body's policy on FOIA in respect of these information disclosure obligations to the extent they relate to the Growth Deal.
- 22.2 Where a Party receives a request for information under either the FOIA or the EIR in relation to information which it is holding on behalf of any of the other Councils in relation to the Growth Deal, it shall:
 - 22.2.1 transfer the request for information to the Accountable Body as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for information;
 - 22.2.2 provide the Accountable Body with a copy of all information in its possession or power in the form the Accountable Body reasonably requires within ten (10) Business Days (or such longer period as the Accountable Body may specify) of the Accountable Body requesting that information; and
 - 22.2.3 provide all necessary assistance as reasonably requested by the Accountable Body to enable the Accountable Body to respond to a request for information within the time for compliance set out in the FOIA or the EIR.
- 22.3 The Councils acknowledge and agree that the Accountable Body shall be responsible for co-ordinating any response on behalf of the relevant Councils to the extent they relate to the Growth Deal and all costs incurred shall be accounted for as Joint Committee Costs.
- 22.4 The Accountable Body shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or the EIR:-
 - 22.4.1 is exempt from disclosure under the FOIA or the EIR;
 - 22.4.2 is to be disclosed in response to a request for information.
- 22.5 Each Party acknowledges that the Accountable Body may be obliged under the FOIA or the EIR to disclose information:
 - 22.5.1 without consulting with the other Parties where it has not been practicable to achieve such consultation; or

22.5.2 following consultation with the other Parties and having taken their views into account.

23. **NOTICES**

23.1 Any notice or demand in connection with this Agreement to any Party shall be in writing and may be delivered by hand, prepaid first class post, special delivery post or email, addressed to the recipient at the address as the case may be set out in Schedule 3 (*Parties' Details*) or such other recipient address as may be notified in writing from time to time by any of the Parties to all the other Parties.

23.2 Any notice or demand in connection with this Agreement to the Joint Committee shall be in writing and may be delivered by hand, prepaid first class post, special delivery post or email, addressed to the [Executive Team] at the address as the case may be as set out in Schedule 3 (*Parties' Details*) or such other recipient address as may be notified in writing from time to time by the [Executive Team] to all the Parties.

23.3 The notice or demand shall be deemed to have been duly served:-

23.3.1 if delivered by hand, when left at the proper address for service;

23.3.2 if given or made by prepaid first class post or special delivery post, forty-eight (48) hours after being posted (excluding days other than Business Days);

23.3.3 if given or made by email, at the time of transmission,

provided that, where in the case of delivery by hand or email such delivery or transmission occurs either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

23.4 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

24. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to Clause 20 (*Dispute Resolution*), the English and Welsh Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

25. **ASSIGNMENT**

The rights and obligations of the Parties under this Agreement shall not be assigned, novated or otherwise transferred without the consent of the other Parties.

26. **WAIVER**

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

26.2 Each Party shall pay their own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.

27. **ENTIRE AGREEMENT**

This Agreement contains all the terms which the parties have agreed in relation to the subject of this Agreement and supersedes any prior written or oral agreements, representations or understandings between the Parties relating to such subject matter. No Party has been induced to enter into this Agreement or any of these documents by statement or promise which they do not contain, save that this Clause shall not exclude any liability which one Party would otherwise have to the other in respect of any statements made fraudulently by that Party.

28. **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.

29. **RELATIONSHIP OF PARTIES**

Each Party is an independent body and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Parties of partnership or (except as expressly provided in this Agreement) of principal/agent or of employer/employee. No Party shall have the right to act on behalf of another nor to bind the other by contract or otherwise except to the extent expressly permitted by the terms of this Agreement. In particular for the avoidance of doubt, none of the provisions relating to the principles of working in partnership shall be taken to establish any partnership as defined by The Partnership Act 1890.

30. **STATUTORY RESPONSIBILITIES**

Notwithstanding anything apparently to the contrary in this Agreement, in carrying out their statutory duties, the discretion of any Council shall not be fettered or otherwise affected by the terms of this Agreement.

AS WITNESSED this Agreement has been executed as a Deed on the date written at the beginning of this Agreement in the presence of those stated.

The Common Seal of **CONWY COUNTY**)
BOROUGH COUNCIL was)
hereunto affixed in the presence of: -)

The Common Seal of **DENBIGHSHIRE**)
COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

The Common Seal of **FLINTSHIRE**)
COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

The Common Seal of **GWYNEDD**)
COUNCIL was)
hereunto affixed in the presence of:-)

The Common Seal of **THE ISLE OF**)
ANGLESEY COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

The Common Seal of **WREXHAM COUNTY**)
BOROUGH COUNCIL was)
hereunto affixed in the presence of:-)

[The Common Seal of **BANGOR**)
UNIVERSITY was)
hereunto affixed in the presence of: -)]

[The Common Seal of **WREXHAM**)
GLYNDWR UNIVERSITY was)
hereunto affixed in the presence of: -)]

[The Common Seal of **COLEG**)
CAMBRIA was hereunto affixed)
in the presence of: -)]

[The Common Seal of **GRWP**)
LLANDRILLO MENAI was hereunto)
affixed in the presence of: -)]

Schedule 1

DELEGATIONS POLICY

[NOTE: This will be further developed in GA2]

DECISION	PROJECT MANAGEMENT GROUP MATTER	JOINT COMMITTEE MATTER	MATTER RESERVED TO THE PARTIES
KEY THEMES			
1. Approval of GA2			Yes
2. Approval and adoption of any Business Plans			Yes
3. Approval and adoption of any updated Business Plans save to the extent any such update amounts to a material change to the prevailing Business Plan (in which case the decision to approve and adopt such updated Business Plan shall be a Matter Reserved to the Parties)		Yes	
FUNDING AND EXPENDITURE			
4. Agreeing any increase to a Party's affordability envelope			Yes
5. Approval of any increase to the Parties' Contribution			Yes
6. Approval of any disproportionate Internal Costs pursuant to Clause 12.2.2 (Commitment of the Parties and Contributions)		Yes	
7. Approval of expenditure within the approved Annual Budget of the Accountable Body held on behalf of the Parties set out in Clause 12.4 (<i>Annual Budget</i>)	Yes		
8. Approval of the Annual Budget pursuant to Clause 12.4 (<i>Annual Budget</i>)			Yes
9. Approval of additional expenditure over and above the approved Annual Budget of the Accountable Body held on behalf of the Parties set out in Clause 12.4 (<i>Annual Budget</i>)			Yes
10. To approve from time to time the distribution of the Annual Budget as between the different programmes and projects agreed as part of any Growth Deal or the Regional Growth Strategy		Yes	

DECISION	PROJECT MANAGEMENT GROUP MATTER	JOINT COMMITTEE MATTER	MATTER RESERVED TO THE PARTIES
11. Entering into (or agreeing to enter into) any borrowing arrangement on behalf of the Joint Committee and/or giving any security in respect of any such borrowing		Yes	
12. Accepting terms and conditions in relation to any third party funding for the Growth Deal		Yes	
GENERAL			
13. Replacement of the Accountable Body pursuant to Clause 4.2		Yes	
14. Establishment of a sub-committee pursuant to this Agreement and determining their terms of reference and scope of delegation.		Yes	
15. Making any variations to or waiving any rights to or terminating any contracts signed by Parties / the Accountable Body (other than this Agreement) which are material to the Growth Deal.		Yes	
16. Amendments to the terms of this Agreement			Yes
17. The engagement of (and terms of engagement of) any individual person where the value of the appointment does not exceed £25,000 per Accounting Period	Yes		
18. Commencing any claim, proceedings or other litigation brought by or settling or defending any claim, proceedings or other litigation brought against the Joint Committee or individual Party in relation to the Growth Deal, except in relation to debt collection in the ordinary course of business.		Yes	
19. Making any announcements or releases of whatever nature in relation to the Joint Committee and the Growth Deal		Yes	
20. Creation of a local authority trading company under Local Government Act 2003			Yes
21. Any other matters not covered in this Schedule 1 (<i>Delegations Policy</i>)		Yes	

TERMS OF REFERENCE

PART 1

JOINT COMMITTEE TERMS OF REFERENCE

Aims/Purpose

1. The Joint Committee will be the key body to oversee the Growth Deal and to represent the interests of the Parties and its stakeholders. The Joint Committee will also be responsible for monitoring project progress and managing the political dimensions of the Growth Deal.
2. The Joint Committee will also oversee the Regional Growth Strategy and will take all necessary decisions to facilitate and implement its delivery.
3. The Joint Committee will carry out the following functions:
 - Determine the form of and number of fund(s) to deliver the Growth Deal.
 - Agree key projects to deliver the Growth Deal
 - Provide strategic direction to the Executive Team (to include approval of remit for the Executive Team and approval of any resourcing issues)
 - Act as a representative for each of the Parties to ensure consistency with individual objectives and visions
 - Monitor performance, management and working arrangements (to include the necessary audit and assurance checks)
 - Ensure that sufficient resources are committed to the Growth Deal
 - Arbitrate on any conflicts within the programme or negotiate a solution to any problems between the programme and external bodies
 - Communicate and provide progress on strategic issues within the Growth Deal
 - Promote partnership working between the Parties
 - Publish annual governance statement and Annual Accounts in accordance with the Assurance Framework
 - Liaise with other Growth Deal or City Deal partners across the United Kingdom to share best practice and ensure a co-ordinated strategic approach
 - Provide the Parties with annual progress reports
 - Update the Delegations Policy from time to time

Terms

4. At the start of the Growth Deal, to:
 - Finalise the GA2 and any related documentation, including (but not limited to) any Business Plans Clause 7 and
 - Agree the detail of the decision-making process and assessments (as referred to in the Assurance Framework and where yet to be completed) prior to the Joint Committee considering individual projects
5. During the planning and development stages, to:
 - Review project status against the approved plans
 - Monitor the management of project budget, risks and quality
 - Promote and support the project among relevant stakeholders and where appropriate obtain their consent.
 - Seek to resolve disputes where these cannot be resolved satisfactorily through other means
 - Ensure that the proposals are affordable and deliver maximum value for money for the public sector.

Procurement of contracts for goods, works or services

Subject to compliance with: legislation, the contract standing orders and other procedural rules of the Accountable Body (where the contracts are to be let in the name of the Accountable Body) and the issue not falling within a Matter Reserved to the Parties, the following provisions apply.

6. Where the Joint Committee is procuring any goods, works or services, at the start of procurement, the Joint Committee or if falling within the delegated authority of the Executive Team, the Executive Team, shall agree:
 - measures against which the benefits realisation should be measured;
 - arrangements for quality assurance and risk management;
 - arrangements for communications; and
 - arrangements for procurement launch for specific projects (where appropriate).

7. As the procurements progress, to:-
 - review the project status against the project plan;
 - monitor the management of procurement budget, risks and quality;
 - agree progression through key stages (e.g. including but not limited to issue of the OJEU, pre-qualification stage and preferred bidder stage) and obtain all associated 'sign-offs';
 - agree draft procurement documents;
 - agree the process for evaluating bids and the detailed evaluation criteria and scoring;
 - consider the progress of the procurement; and
 - act as the ambassadors for the procurement and the project it facilitates.

8. At the end of the procurement, to:-
 - ensure that the pre contract risk review is completed;
 - agree any financial business cases;
 - make decisions as to award of contract and provide all final 'sign-offs'; and
 - ensure that the contract is appropriately managed and expected products have been delivered satisfactorily.

PART 2

EXECUTIVE TEAM TERMS OF REFERENCE

[INSERT SCHEME OF DELEGATION APPROVED BY JOINT COMMITTEE IN MAY]

DRAFT

PART 3

SUB-COMMITTEE TERMS OF REFERENCE

[INSERT SCHEME OF DELEGATION AGREED BY JOINT COMMITTEE IN MAY]

DRAFT

Schedule 3

PARTIES' DETAILS¹

RECIPIENT'S NAME	ADDRESS	EMAIL
Conwy Council: [Chief Executive]	[REDACTED]	[REDACTED]
Denbighshire Council: [Chief Executive]	[REDACTED]	[REDACTED]
Flintshire Council: [Chief Executive]	[REDACTED]	[REDACTED]
Gwynedd Council: [Chief Executive]	[REDACTED]	[REDACTED]
Isle of Anglesey Council: [Chief Executive]	[REDACTED]	[REDACTED]
Wrexham Council: [Chief Executive]	[REDACTED]	[REDACTED]
Bangor University: [Chief Executive]	[REDACTED]	[REDACTED]
Wrexham Glyndwr University: [Chief Executive]	[REDACTED]	[REDACTED]
Coleg Cambria: [Chief Executive]	[REDACTED]	[REDACTED]
GRWP Llandrillo Menai: [Chief Executive]	[REDACTED]	[REDACTED]
North Wales and Mersey Dee Business Council: [Chief Executive]	[REDACTED]	[REDACTED]
Executive Team [Attention of xxxx]	[REDACTED]	[REDACTED]

¹ Details to be confirmed please.

DRAFT

HEADS OF EXPENDITURE

1. The following is a non-exhaustive list of the heads of expenditure that may be incurred by the Parties in the Growth Deal:-
 - 1.1 "**Internal Costs**" means the costs associated with each Party providing internal resources in relation to the Growth Deal which includes but is not limited to:
 - 1.1.1 staffing costs and associated overheads;
 - 1.1.2 project management / technical & admin support;
 - 1.1.3 communications; and
 - 1.1.4 (where applicable) costs incurred in respect of managing FOIA requests pursuant to Clause 22 (*Freedom of Information and Environmental Information*).
 - 1.2 "**Joint Committee Costs**" means the operational and management costs of the Joint Committee, (its sub committees and groups created pursuant to Clauses 10.18 and 10.19) which includes but is not limited to
 - 1.2.1 staffing costs and associated overheads;
 - 1.2.2 project management / technical & admin support;
 - 1.2.3 communications;
 - 1.2.4 Translation costs;
 - 1.2.5 the costs incurred by the Accountable Body in carrying out the duties of the Accountable Body (Clauses 4 and 5); and
 - 1.2.6 external professional advice.
 - 1.3 For the avoidance of doubt, Internal Costs and Joint Committee Costs do not include any revenue costs or capital investment relating to the implementation of any project pursuant to the Growth Deal.

Schedule 5

ACCOUNTING PERIODS

The initial Accounting Period shall be the date of this Agreement until 31 March and thereafter shall be:

[1 April to 31 March]²

Schedule 6

DRAFT

² Parties to please confirm.

CODE OF CONDUCT FOR NWEAB ADVISERS

1. You must in all matters consider whether you have a personal interest and whether this code of conduct requires you to disclose that interest.
2. You must regard yourself as having a personal interest in any business of the North Wales Growth Board if:
 - a it is likely to affect the well-being or financial position of such persons below to a greater extent than other tax payers in North Wales:
 - i you;
 - ii anyone with whom you live; or
 - iii anyone with whom you have close personal association;
 - b it relates to or is likely to affect any of the following:
 - i any employment or business of such a person;
 - ii any person who employs or has appointed such a person, any firm in which such a person is a partner or any company for which such a person is a remunerated director;
 - iii any corporate body which has a place of business or land in North Wales, and in which any such persons has 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;
 - iv any contract for goods, services or works made between the NWEAB and:
 - aa any such person;
 - bb a firm in which such a person is a partner;
 - cc a company of which such a person is a remunerated director; or
 - dd a body of the description specified in sub-paragraph (iii) above;
 - v any land in North Wales:
 - aa in which such a person has a beneficial interest; or
 - bb which such a person has a licence (alone or jointly with others) to occupy for 28 days or more;
 - vi any land where the landlord is the NWEAB and the tenant is:
 - aa a firm in which such a person is a partner;
 - bb a company of which such a person is a remunerated director; or
 - cc a body of the description specified in sub-paragraph (iii) above;
 - vii any of the following bodies in which such a person is a member or holds a position of general control or management:
 - aa a public authority or body exercising functions of a public nature;
 - bb a company, industrial and provident society, charity, or body directed to charitable purposes;
 - cc a body whose principal purposes include the influence of public opinion or policy;
 - dd a trade union or professional association; or
 - ee a private club, society or association operating within North Wales.

Declaration of Personal Interests

- 3 Where you have a personal interest in any business of the NWEAB and you attend a meeting at which that business is considered, you must declare the existence and nature of that interest before or at the commencement of that item, or when the interest becomes apparent.
- 4 Where you have a personal interest in any business of your authority and you write or speak to an officer or member of the NWEAB then you must:
 - a include details of that interest in the written communication; or
 - b declare the interest at the commencement, or when it becomes apparent to you that you have such an interest.

- 5 You must, in respect of a personal interest not previously declared, before or immediately after the close of a meeting where the declaration is made, give written notification to the NWEAB's monitoring officer on the prescribed form, containing:
 - a details of the personal interest;
 - b details of the business to which the personal interest relates; and
 - c your signature.
- 6 A personal interest is also a prejudicial interest if it is one 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 judgement of the public interest except as set out in paragraph 7 below.
- 7 You will not be regarded as having a prejudicial interest in any business where that business is not the determination of any approval, consent, licence, permission or registration and:
 - a It relates to:
 - i another public authority or body exercising functions of a public nature in which you hold a position of general control or management;
 - ii a body to which you have been elected, appointed or nominated by the NWEAB;
 - iii your role as a school governor (where you are not appointed or nominated by an authority which is a member of NWEAB) unless it relates particularly to the school of which you are a governor; or
 - iv your role as a member of a Local Health Board where you have not been appointed or nominated by an authority which is a member of the NWEAB;
 - v save that an interest shall not be considered as being personal and prejudicial where it relates to or is likely to affect the Party which has appointed the Adviser to the Joint Committee.
 - b It relates to:
 - i the housing functions of an authority which is a member of the NWEAB where you hold a tenancy or lease with that authority, provided that you do not have arrears of rent of more than two months, and provided that those functions do not relate particularly to your tenancy or lease; or
 - ii the functions of an authority which is a member of the NWEAB in respect of school meals, transport and travelling expenses, where you are a guardian, parent, grandparent or have parental responsibility (as defined in section 3 of the Children Act 1989) of a child in full time education, unless it relates particularly to the school which that child attends.
 - c It relates to or is likely to affect an Adviser which has appointed you as its representative to the Joint Committee.

Overview and Scrutiny Committees

- 8 You also have a prejudicial interest in any business before an overview and scrutiny committee of any authority (or of a sub-committee of such a committee) where:
 - a that business relates to a decision made (whether implemented or not) or action taken by the NWEAB or another of its committees, sub-committees, joint committees or joint sub-committees; and
 - b at the time the decision was made or action was taken, you were an adviser to the NWEAB, committee, sub-committee, joint-committee or joint sub-committee AND you were present when that decision was made or action was taken.

Participation in Relation to Disclosed Interests

- 9 Where you have a prejudicial interest in any business of the NWEAB, unless you have obtained a dispensation from the Accountable Body's Standards Committee, you must:
 - a withdraw from the room, chamber or place where a meeting considering the business is being held:
 - i where sub-paragraph (ii) below applies, immediately after the period for making

- representations, answering questions or giving evidence relating to the business has ended and in any event before further consideration of the business begins, whether or not the public are allowed to remain in attendance for such consideration; or
- ii in any other case, whenever it becomes apparent that that business is being considered at that meeting;
- b not exercise NWEAB functions in relation to that business;
 - c not seek to influence a decision about that business;
 - d not make any written representations (whether by letter, facsimile or some other form of electronic communication) in relation to that business unless the public has a right to do so; and
 - e not make any oral representations (whether in person or some form of electronic communication) in respect of that business or immediately cease to make such oral representations when the prejudicial interest becomes apparent unless the public has a right to do so.
- 10 Where you have a prejudicial interest in any business of your authority you may attend a meeting but only for the purpose of making representations, answering questions or giving evidence relating to the business, provided that the public are also allowed to attend the meeting for the same purpose, whether under a statutory right or otherwise.
- 11 Paragraph 10 does not prevent you attending and participating in a meeting if:
- a you are required to attend a meeting of an overview or scrutiny committee, by such committee exercising its statutory powers;
 - b you are attending only for the purpose of making representations, answering questions or giving evidence relating to the business, provided that the public are also allowed to attend the meeting for the same purpose, whether under a statutory right or otherwise; or
 - c you have the benefit of a dispensation provided that you:
 - i state at the meeting that you are relying on the dispensation; and
 - ii before or immediately after the close of the meeting give written notification to your authority containing:
 - aa details of the prejudicial interest;
 - bb details of the business to which the prejudicial interest relates;
 - cc details of, and the date on which, the dispensation was granted; and
 - dd your signature.
- 12 Where you have a prejudicial interest and are making written or oral representations to the NWEAB in reliance upon a dispensation, you must provide details of the dispensation within any such written or oral representation and, in the latter case, provide written notification to the NWEAB within 14 days of making the representation.

DETAILS OF REPRESENTATIVES

[Details to be confirmed]

Schedule 8

DRAFT

ASSURANCE FRAMEWORK

[Framework to be added prior to signature³]

DRAFT

³ Do the Parties have anything suitable?

Schedule 9

IMPLEMENTATION PLAN

[Pro-forma to be prepared by the Joint Committee]

DRAFT