

Meeting

NORTH WALES CORPORATE JOINT COMMITTEE

Date and Time

1.00 pm, FRIDAY, 21ST MARCH, 2025

Location

Virtual Meeting

For public access to the meeting, please contact us

Contact Point

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(DISTRIBUTED 13/03/25)

NORTH WALES CORPORATE JOINT COMMITTEE

Council Members

Cllr. Jason McLellan- Denbighshire County Council
Cllr. Gary Pritchard - Isle of Anglesey County Council
Cllr. Charlie McCoubury - Conwy County Borough Council
Cllr. Mark Pritchard - Wrexham County Borough Council
Cllr. Dave Hughes - Flintshire County Council
Cllr. Nia Jeffeys - Cyngor Gwynedd

Snowdonia Member

Cllr. Edgar Wyn Owen – Snowdonia National Park Authority

Chief Officers

Dafydd Gibbard - Cyngor Gwynedd
Dylan Williams - Isle of Anglesey County Council
Rhun ap Gareth - Conwy County Borough Council
Neal Cockerton - Flintshire County Council
Graham Boase - Denbighshire County Council
Alwyn Jones – Interim CEO - Wrexham County Borough Council
Jonathan Cowley – Snowdonia National Park Authority

Statutory Officers

Alwen Williams – Interim Corporate Joint Committee Chief Executive
Dewi Aeron Morgan – Chief Finance Officer
Iwan G Evans – Monitoring Officer

A G E N D A

1. APOLOGIES

To receive any apologies for absence.

2. DECLARATION OF PERSONAL INTEREST

To receive any declaration of Personal Interest.

3. URGENT BUSINESS

To note any items that are a matter of urgency in the view of the Chair for consideration.

4. MINUTES OF THE PREVIOUS MEETING

5 - 7

The Chair shall propose that the minutes of the previous meeting held on 21 February, 2025 be signed as a true record.

5. TRANSFER OF THE ECONOMIC AMBITION BOARD AND GROWTH DEAL TO THE CORPORATE JOINT COMMITTEE

8 - 61

Alwen Williams, Interim Chief Executive and Iwan Evans, Monitoring Officer to present the report.

6. ECONOMIC WELL-BEING SUB-COMMITTEE

62 - 69

Iwan Evans, Monitoring Officer to present the report.

7. BUSINESS ADVISORY BOARD AND NON-EXECUTIVE ADVISORS

70 - 79

Hedd Vaughan-Evans, Head of Operations to present the report.

8. CONTRACT PROCEDURE RULES

80 - 100

Iwan Evans, Monitoring Officer to present the report.

9. EXCLUSION OF PRESS AND PUBLIC

The Chair shall propose that the press and public be excluded from the meeting during the discussions on the following items due to the likely disclosure of exempt information as defined in Paragraph 14 of Schedule 12A of the Local Government Act 1972 Information relating to the financial or business affairs of any particular person (including the authority holding that information).

There is an acknowledged public interest in openness in relation to the use of public resources and related financial issues. It is also acknowledged that there are occasions, in order to protect public business interests that matters related to such information needs to be discussed without being

publicised. The report is specifically about agreeing the appointment arrangements including job details and remuneration terms and terms that will be subject to a competitive recruitment process. I also note that the agreed information will be published as part of an open appointment process. Publishing draft information prematurely can undermine the recruitment process. This would be contrary to the wider public interest of ensuring the best overall outcome. For these reasons I am satisfied that the matter is closed in the public interest.

10. APPOINTMENT TO THE ROLE OF CORPORATE JOINT-COMMITTEE CHIEF EXECUTIVE

Geraint Owen, Corporate Director, Cyngor Gwynedd to present the report.

**NORTH WALES CORPORATE JOINT COMMITTEE
21/02/25**

Present: Chair: Councillor Mark Pritchard (Wrexham County Borough Council).

Councillors:

Dave Hughes (Flintshire County Council), Charlie McCoubrey (Conwy County Borough Council), Gary Pritchard (Isle of Anglesey County Council), Jason McLellan (Denbighshire County Council), Menna Trenholme (Cyngor Gwynedd) and Edgar Owen (Eryri National Park Authority).

Chief Officers: Dylan Williams (Isle of Anglesey County Council), Dafydd Gibbard (Cyngor Gwynedd), Rhun ap Gareth (Conwy County Borough Council), Neal Cockerton (Flintshire County Council), Alwyn Jones (Wrexham County Borough Council), Graham Boase (Denbighshire County Council) and Jonathan Cawley (Eryri National Park Authority).

Statutory Officers

Dewi Morgan (Chief Finance Officer) and Iwan Evans (Monitoring Officer).

Other officers present

Alwen Williams (Interim Chief Executive of the CJC), Sian Pugh (Assistant Head of Finance), Claire Incedon (Deputy Monitoring Officer), Dave Hole (Corporate Joint Committee Implementation Programme Manager), Jack Latkovic (Corporate Joint Committee Democracy Officer), Iain Taylor (AMION Consulting) and Sioned Mai Jones (Democracy Team Leader).

1. APOLOGIES

Apologies were received from Councillor Nia Jeffreys with Councillor Menna Trenholme deputising.

2. DECLARATION OF PERSONAL INTEREST

None to note.

3. URGENT ITEMS

None to note.

4. MINUTES OF THE PREVIOUS MEETING

The Chair signed the minutes of the previous meeting held on 17 January 2025 as a true record.

5. FLINTSHIRE AND WREXHAM INVESTMENT ZONE – PROGRESS UPDATE AND GATEWAY APPROVALS

The report was submitted by Alwen Williams, Interim Chief Executive of the CJC and Iain Taylor (Lead Consultant – Flintshire and Wrexham Investment Zone).

RESOLVED:

To approve the financial allocations proposed in Appendix 1.

To delegate to the CJC's Interim Chief Executive and S151 Officer, in consultation with the CJC's Chair and Vice-chair, with Flintshire and Wrexham Councils to agree any minor modifications to the allocations arising from the preparation of the Gateway 4 submission. For the avoidance of doubt, "minor modifications" as those where there is a change of no more than 10% to the funding of any agreed heading, and do not include movement between revenue and capital funding.

To note the progress made to date and request that the remaining Gateways (4 and 5) are presented for approval, along with a final decision on the Investment Zone proposal at a future meeting, once the Memorandum of Understanding (MoU) and Gateways have been agreed with Welsh and UK Governments.

DISCUSSION

The report was submitted which provided an update on progress to secure the Flintshire and Wrexham Investment Zone. It was explained that the report showed the proposed allocations of the £160m flexible funding for Investment Zone themes and interventions.

Reference was made to gateway 3 which dealt with the proposed governance arrangements for the investment zone. It was explained that the proposals for governance agreed at the last meeting had been passed to the Government for consideration and feedback was expected over the next few weeks on gateway 3 status.

Details were provided on Gateway 4, the interventions gateway, which was also seen as the treasury's evaluation of the impact of the investment zone. The Joint Committee was requested to consider the initial allocations of those interventions and allow the Joint Committee to continue to work with the Government to refine and establish gateway 4. It was noted that this would enable the Joint Committee to move to gateway 5 which was the Delivery Plan.

It was confirmed that good progress was being made on the key themes and thanks were given to everyone involved and who had supported the process.

Gratitude was expressed for the report and the Interim Chief Executive of the CJC and the team and the Lead Consultant were thanked for their work. It was believed that the work was progressing at speed which was positive to see. It was recognised that significant progress had been made and that much work was underway but confidence levels were very high and that the Government was also supportive of the work.

The above comments were echoed by expressing pride at the progress made and it was noted that the project was very exciting and had the potential to enrich the areas of North Wales while encouraging industries to locate here.

It was suggested to add the wording "in consultation with the Chair and Vice-Chair of the CJC" to clause 2.2 of the decision sought. Support was expressed for this amendment and the addition was agreed.

6. TRANSFER OF GROWTH DEAL TO THE CORPORATE JOINT COMMITTEE

The report was submitted by Alwen Williams, Interim Chief Executive of the CJC and Iwan Evans, Monitoring Officer.

RESOLVED

To accept the update on the progress made to prepare for the proposed transfer of the Growth Deal, its funding and the PMO into the CJC on 1 April, 2025.

To submit a further decision report to the next CJC meeting on 21 March 2025 to provide its formal decision to accept the transfer and enter into the Delivery and Financing agreement for the transfer of the Growth Deal to the CJC.

DISCUSSION

The report was submitted which provided an update on the progress that had been made to transfer the Growth Deal to the Corporate Joint Committee. Reference was made to the decisions sought as listed in part 2 of the report.

The remaining key steps to implement the transfer, as listed in part 5.1 of the report, were elaborated upon and it was noted that this summarised the current situation. It was explained that the transfer papers and draft agreements were now with the Authorities and it was noted that a further conversation needed to take place with the Welsh Government to confirm the exact route of the novation agreement.

As things currently stood, it was confirmed that the final decision of the Local Authorities was due on 25 March 2025, according to the Cabinet agendas of Councils. It was hoped that the decisions would be confirmed and it was intended to sign the agreement alongside the decision to avoid having to wait until 25 March to finalise all parts of this process. Confidence was expressed that this timetable was achievable.

It was noted that the rest of the project was ready to move forward. It was noted that the process was quite dynamic at the moment and that some issues still required confirmation with partners, but work continued towards the date noting that the programme was falling into place.

The Monitoring Officer and the interim Chief Executive of the CJC were thanked for the update. Pride was expressed in seeing this progress, acknowledging that it was a very complex piece of work and the need to engage with several different partners.

Everyone was thanked for the work that had been undertaken to reach this point. A request was made for any potential delay to be discussed immediately with the CJC Chair and Vice-chair, in the hope that there would be no delay. It was confirmed that a prompt update would be provided should there be any change to the proposed timetable.

The meeting commenced at 13:30 and concluded at 13:50.

(Chair)



NORTH WALES CORPORATE JOINT COMMITTEE

21 March, 2025

TITLE: Transfer of the Economic Ambition Board and Growth Deal to the Corporate Joint Committee

AUTHOR: Alwen Williams, Interim Chief Executive
Iwan Evans, Monitoring Officer

1. PURPOSE OF THE REPORT

- 1.1. To agree to the transfer of the Economic Ambition Board role and function into the North Wales Corporate Joint Committee, to include the transfer of staff, resources, financial liabilities and assets including the transference of the Growth Deal and funding on or before 31st of March, 2025.

2. DECISION SOUGHT

- 2.1. Agree to enter into a Delivery and Funding Agreement (**Appendix 1**) whereby the role of Accountable body, responsibility for the delivery of the North Wales Growth Deal and funding arrangements for the Growth Deal are transferred to the North Wales Corporate Joint Committee on or before the 31st of March, 2025.
- 2.2. Agree to novate and assign (**Appendix 2**) as required the delivery of the North Wales Growth Deal and rights and obligations in all incoming funding agreement held by Cyngor Gwynedd as Accountable Body on behalf of the North Wales Economic Ambition Board ("NWEAB") transfer to the North Wales Corporate Joint Committee ("NWCJC") on or before 31st of March, 2025.
- 2.3. Agree to transfer and novate and or assign all interests in the portfolio of projects funded by the North Wales Growth Deal together with any ancillary agreements, charges and leases from Cyngor Gwynedd as Accountable Body on behalf of NWEAB to the NWCJC on or before 31st of March, 2025.
- 2.4. Agree to the transfer and/or assignment of all financial balances, monies due and assets as held on behalf of the North Economic Ambition Board by Cyngor Gwynedd to the North Wales Corporate Joint Committee on or before 31st of March, 2025.
- 2.5. Delegate authority to the Interim Chief Executive, in consultation with the Monitoring Officer and Section 151 Officer, to agree and execute the final form agreements, deeds and all other legal documents necessary to implement the transfers referred to at paragraphs (2.1) (2.2) and (2.3) above by or before 31st of March, 2025.
- 2.6. Agree to the transfer of accountability to the CJC and that the CJC accept responsibility for decision making for the implementation of the North Wales Growth Deal subject to novation of the Growth Deal and approval of additional Standing Orders incorporating the key terms of

the Joint Working Agreement (“GA2”) between the 6 Constituent Councils and 4 Education parties.

3. REASON FOR THE DECISION

- 3.1. Following the agreement or the commitment to confirm (before 26 March) by each of the executives of Conwy County Borough Council, Denbighshire County Council, Flintshire County Borough Council, Cyngor Gwynedd, Isle of Anglesey County Council, Wrexham County Borough Council (the “Constituent Councils”); and consensus from the Boards of Bangor University, Wrexham University, Coleg Cambria and Grŵp Llandrillo Menai, to transfer the implementation of the North Wales Growth Deal to the NWCJC the report makes recommendations for decisions to implement and facilitate the proposed transfer on or before 31 March, 2025.

4. BACKGROUND AND RELEVANT CONSIDERATIONS

- 4.1. On the 17th of December, 2020 the Constituent Councils together with Bangor and Wrexham Universities, Coleg Cambria and Grŵp Llandrillo Menai entered into a Joint Working Agreement (“GA2”) which established a Joint-Committee responsible for overseeing and coordinating the discharge of the Councils’ obligations in relation to the North Wales Growth Deal and delivering the North Wales Growth Vision. As part of those arrangements, Cyngor Gwynedd was appointed to act as Host Authority for the partnership and is the Accountable Body.
- 4.2. Regulations made under the Local Government and Elections (Wales) Act 2021 established four Corporate Joint Committees - North Wales CJC, South West Wales CJC, South East Wales CJC and Mid Wales CJC - with the aim of strengthening regional collaboration between authorities. The CJs are public bodies - with broadly similar powers and duties to local authorities - and were given the statutory functions of developing regional transport policies, preparing a Strategic Development Plan, and doing anything the CJC considers likely to promote or improve the economic well-being of its area. Membership of the CJs consist of the Executive Leaders of the Councils within the specific region, together with in the case of North Wales the Chairman of Eryri National Park Authority. The North Wales Corporate Joint Committee was formally established in April 2021 and its functions were brought into force in June 2022.
- 4.3. The NWCJC is a corporate body in its own right, able to directly employ staff, hold assets and manage funding, without the requirement to act via an Accountable Body. The Constituent Councils have resolved or are committed to, further to their in-principle decisions in 2021/22 to transfer the Growth Deal to the CJC. The overall strategic impetus to transfer stemmed from the correlation in membership between the NWEAB and the membership of the CJC, the wish to avoid a multiplicity of regional bodies with similar functions, and the various legal and operational advantages and efficiencies of the CJC being its own corporate entity.
- 4.4. The original in-principle decisions were taken in the context of the legislation relating to CJC continuing to develop, and indeed the final set of initial Regulations came into force on 1 April, 2023. These Regulations being of direct relevance and implication for the proposed transfer particularly around taxation and staffing. It is recognized that some anticipated statutory provisions were not provided for. However, it is considered that the proposed transfer arrangements will provide a governance framework which will meet and address the matters raised albeit by a different pathway.
- 4.5. The NWCJC now has full operating status, meaning that NWCJC can function as a corporate entity, has the ability to employ people, and has in place the necessary governance

arrangements. This provides the primary framework of governance which will be enable the CJC to function as a public authority across all its functions.

- 4.6. In order to achieve fully functioning status and transition of the North Wales Growth Deal to the NWCJC a series of decisions are required:
- (a) Consent to transfer the North Wales Growth Deal funding letters and other funding agreements currently in the name of Cyngor Gwynedd (acting in its capacity of Accountable Body) and accountable body role, to the North Wales CJC.
 - (b) Consent to transfer all financial responsibilities from Cyngor Gwynedd (acting in its capacity of Accountable Body) to the NWCJC. This will include the Balance Sheet (all assets and liabilities) as well as the portfolio of Growth Deal projects and other projects.
 - (c) Noting the proposed new governance structure of the NWCJC.
 - (d) Agreement of transitional arrangements to support the proposed transfer.
 - (e) Appropriate officer delegations to carry the above into effect; and
 - (f) Forward planning the next steps.

Transfer of Funding Agreements

- 4.7. In order to transfer the North Wales Growth Deal Funding Agreement from Cyngor Gwynedd (acting as Accountable Body for NWEAB) to the NWCJC, the Welsh Government, Constituent Councils and the NWCJC are entering into a novation agreement. The novation agreement itself is a simple document, which has the effect of substituting Cyngor Gwynedd (the outgoing party) with the NWCJC (the incoming party) in the agreement with Welsh Government (the remaining party) – **Appendix 2**.
- 4.8. The Welsh Minister for Economy has confirmed Welsh Government’s intention to consent to the novation by or before 31st of March, and the Secretary of State for Wales has confirmed that UK Government fully supports the transition. We are awaiting confirmation on the formal agreement to enable the transfer..
- 4.9. The effect of the novation will be that, as of 00:01 hours on 31 March 2025, all of the Accountable Body’s (Cyngor Gwynedd) rights and obligations under the North Wales Growth Deal Funding Agreement (whether arising before, on or after the novation date) will transfer to the NWCJC, who will deliver the North Wales Growth Deal as part of its functions, and the Constituent Councils will be released from their liabilities under the Growth Agreement (GA2). Welsh Government and NWCJC will agree to be bound by the terms of the original Growth Deal Funding Agreement as if the CJC were an original party to the agreement in place of the Accountable Body.

Funding Commitments in GA2 and Funds held by Cyngor Gwynedd as Accountable Body on behalf of the NWEAB

- 4.10. GA2 provides a revenue framework which supports the work of the NWEAB and the Portfolio Management Office. On 31 March, 2024 the Joint-Committee had a cash balance of £58.9m of which mainly included the North Wales Growth Deal grant of £53m (grants received in advance) and £5.2m of usable reserves.

The statement of accounts for 2023/24 can be seen [here](#) , and the balance sheet can be seen on page 10.

The usable reserves (Note 10) include the earmarked reserve to support future years' budgets and staffing structure (£0.28m), projects reserve to support the delivery of Regional Economic Framework priorities (£0.15m) and the interest reserve to fund the cost of borrowing in future years (£4.73m).

A full set of accounts will be produced for the pre-transfer period April 2024 to October 2024, with the balances on 31 October 2024 transferred to the CJC.

- 4.11. This arrangement is a key cornerstone in delivery of the Growth Deal and is a contractual commitment by the 10 signatories to GA2. The Partnering Agreement is therefore, designed to maintain this funding arrangement on the same terms as GA2. This will enable the Growth Deal delivery to continue and is seen as a key funding commitment which allows the CJC to assume responsibility for the Growth Deal delivery. However, allied to this are the following reciprocal commitments in the Partnering Agreements:
- (a) The funding will be provided on the same terms as provided for in GA2.
 - (b) The funding will be applied and accounted for as a separate cost centre towards the delivery of the Growth Deal only.
 - (c) Provision of the funding will be linked to a commitment by the CJC to delivery of the Growth Deal in accordance with agreed outputs and performance commitments to the partners.

Project Portfolio Transfer

- 4.12. Consent is sought to transfer the entire portfolio of funded projects to the NWCJC. The legal documents have been subject to external review and no barriers have been identified. There are a limited number of funding agreements in existence at this time and all have provision allowing for novation across to the NWCJC should that be approved. The current agreements are set out in the schedule to the Partnering Agreement. Contract management would then be the responsibility of NWCJC.
- 4.13. Specialist external advice has also been sought on the potential tax implications of each of the proposed transfers, and again no areas for concern have been identified.

Other Operational Agreements

- 4.14. These include, for example, the lease of office premises, equipment hire, and agreements with Constituent Councils to provide support services such as IT, HR, and transactional services. It is proposed that decisions on operational matters that fall within existing approved budgets be delegated to the NWCJC Interim Chief Executive in consultation, where appropriate, with the S.151 Officer and/or Monitoring Officer.

Staff

- 4.15. The TUPE (Transfer of Undertakings (Protection of Employment) Regulations) apply to the NWCJC's role as an employer. The regulations exist to protect employees' contracts of

employment and contractual terms and conditions in the event that there is a change of employer. In accordance with the requirements of the Regulations, the staff currently working for Ambition North Wales will be transferring from the employment of Cyngor Gwynedd, as the current employing authority, to the NWCJC. A consultation process has been undertaken with Ambition North Wales' staff members, as a collective and also on an individual basis, to keep all concerned abreast of developments. Preparatory work has been undertaken to ensure that all contractual elements of employment will be transferred to the NWCJC when the final transfer date is confirmed. From that agreed transfer date onwards, the staff members currently working for Ambition North Wales will therefore, be employed by NWCJC. The transfer of the staff of the Portfolio Management Office to the North Wales Corporate Joint Committee will occur on the transfer date as a legal consequence.

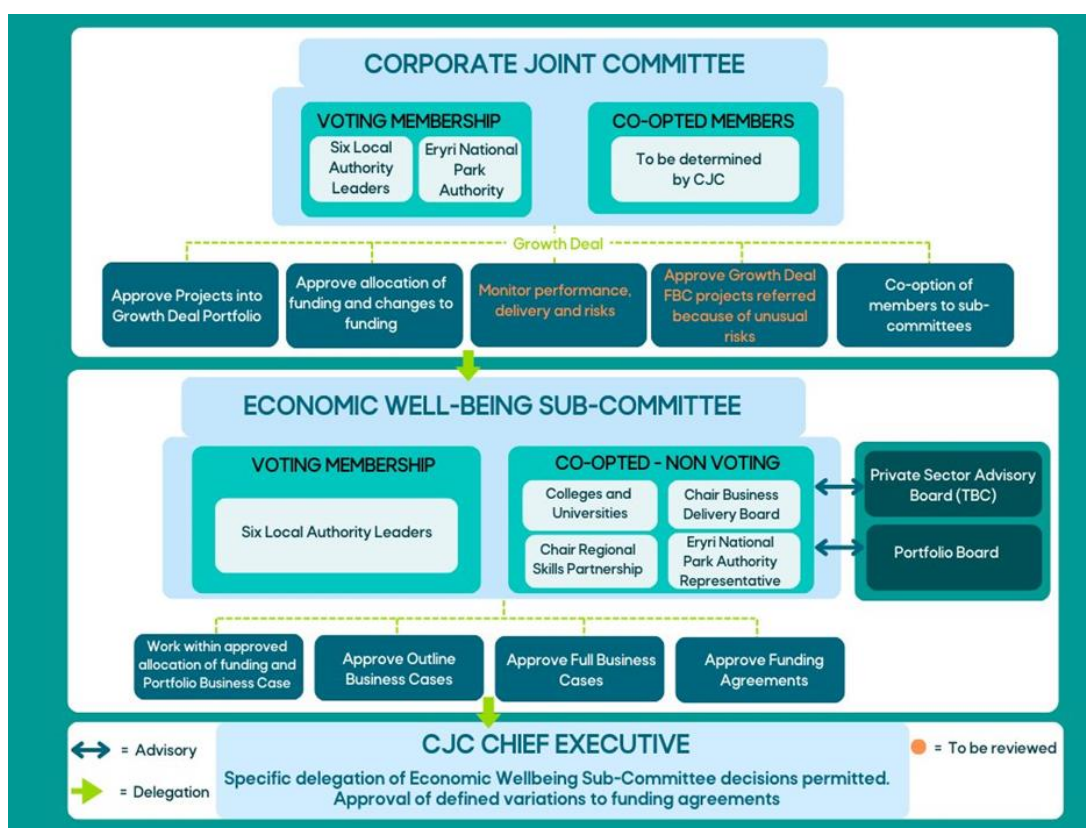
North Wales CJC Constitution, Policies and Procedures

- 4.16. Integral to the decision to transfer responsibility for the delivery of the North Wales Growth Deal to the NWCJC is the requirement that it has in place robust governance and operational arrangements.
- 4.17. The NWCJC has in place a Constitution which allows it to function as a public authority. These include but are not limited to sections that provide for Committee and Sub-Committees, Terms of Reference, the Scheme of Delegation to Officers, Financial Procedure Rules, and Contract Procedure Rules. The Constitution continues to be developed and will be maintained under constant review.

Proposed Governance and Partnership Structure

- 4.18. To date, the North Wales Growth Deal has operated as a contractual Joint-Committee and been bound by the terms of the GA2, with Cyngor Gwynedd acting as the Accountable Body and, therefore, legal entity for all employment, contractual undertakings, and other statutory and regulatory responsibilities. With the transfer to the NWCJC it will take over the Accountable Body role and all the governance for the Growth Deal, with the delivery model established through the statutory arrangements of the CJC. The NWCJC intends to create a specific Sub-Committee to support the Growth Deal and its wider Economic Well-being function. The membership will be made up of the Constituent Council Members and will be supported by co-option of the University and College Partners.

Governance Structure Post Transfer



- 4.19. Added to this, the CJC Regulations (General) (Wales) 2022, require that a range of new statutory and non-statutory sub-committees are established under the CJCs. These requirements include a statutory Governance & Audit Sub-Committee, and a statutory Standards Committee. In addition, there is a requirement for the new statutory duties in relation to strategic planning and regional transport planning to be supported by sub-committees.
- 4.20. In taking forward the agenda for the NWCJC, it is proposed that a 'lift and shift' approach is taken – which would mean the NWEAB Growth Deal functions are assumed by the NWCJC. Care must now be taken to ensure that the NWCJC's new governance and partnership structure appropriately accommodates the key requirements of North Wales Growth Deal contracts and assurance provisions – as well as those required by the CJC Regulations – but do so in a more efficient, consolidated and streamlined manner. Simply integrating the two structures, without further consideration as to what a fit for future governance and partnerships framework should look like, would simply add to an already challenging and likely, overly onerous and ineffectual future picture.
- 4.21. Working with the existing complement of key partnerships and advisory boards, a proposed revised governance and partnership structure has been adopted (set out in Table 1 above) which would replace the existing structure (as set out in GA2). This places a clear emphasis on observing the policy position of lift and shift, but ensuring this is taken as an opportunity to develop a system which discharges key legal and contractual duties – but does so in a way which achieves two important objectives:
- (a) Appropriate and inclusive governance of the Growth Deal Project.
 - (b) Providing an effective and efficient structure to continue the delivery of the Growth Deal in accordance with the expectations of the Partners.

Scrutiny

- 4.22. Although this report relates to the transfer of the Growth Deal across to the NWCJC there is a wider context in relation to the scrutiny of this regional body across all of its functions. In parallel with this report a proposed scrutiny structure is being put forward in relation to all the CJC's functions. At the core of these arrangements are the statutory provisions which place the responsibility for overview and scrutiny of the CJC with the Constituent Councils.
- 4.23. The Corporate Joint Committees (General) (No. 2) (Wales) Regulations 2022 impose a duty on the CJC to co-operate with a "relevant" Scrutiny Committee and respond to any reports or recommendations prepared by the Scrutiny Committee. A "Relevant Scrutiny Committee" may be a Committee of the Constituent Authorities, or a Joint Scrutiny Committee appointed by those authorities. This means that where a scrutiny committee exercises its powers to make a report to the authority or its executive "on matters which affect the authority's area or the inhabitants of that area" and that relates to the functions of the CJC, certain requirements stem from this. The CJC must co-operate with the Relevant Scrutiny Committee and provide assistance to the scrutiny function.
- 4.24. With the standing down of the North Wales Economic Ambition Board Joint-Committee there will be a model for continued scrutiny of the CJC. However, because of the different legal and governance context that model will be based on the statutory requirements which relate to the CJC. A proposal around joint scrutiny is currently being presented to each Constituent Council.

5. INTEGRATED IMPACT ASSESSMENT:

- 5.1. The CJC is subject to the Equality Act (Public Sector Equality Duty and the socio-economic duty), the Well-being of Future Generations (Wales) Act 2015, and the Welsh Language (Wales) Measure, and must in the exercise of their functions, have due regard to the need to:
- Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Acts.
 - Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - Foster good relations between people who share a protected characteristic and those who do not.
 - Deliver better outcomes for those people who experience socio-economic disadvantage.
 - Consider opportunities for people to use the Welsh language.
 - Treat the Welsh language no less favourably than English.
 - Ensure that the needs of the present are met without compromising the ability of future generations to meet their own needs
- 5.2. The Well-being of Future Generations (Wales) Act 2015 mandates that public bodies in Wales must carry out sustainable development. Sustainable development means the process of improving the economic, social, environmental, and cultural well-being of Wales by taking action, in accordance with the sustainable development principle, aimed at achieving the 'well-being goals.'
- 5.3. There is no requirement for an Integrated Impact Assessment for this report as the transfer of functionality from the Economic Ambition Board, assignment and novation of legal entities and

rights to the CJC is a contractual and constitutional matter. This report sets out the governance arrangements in order for the Growth Deal and all matters to facilitate that to be transferred to the CJC.

6. CONCLUSION

- 6.1. The transfer of delivery of the North Wales Growth Deal to the Corporate Joint Committee is an opportunity to build on the advent of the Corporate Joint Committee. As a corporate body in its own right but with the Councils at the core of its decision making it provides opportunity to use the CJC to continue and develop the work of delivering the Growth Deal.
- 6.2. The consent of each Authority has been secured in order that the necessary legal agreements can be executed, and governance arrangements adopted to effect transfer as set out in the decision paragraphs 2.1 - 2.7.

7 FINANCIAL IMPLICATIONS

- 7.1. The financial implications of the transfer process have been set out in the body of the report.

8. LEGAL IMPLICATIONS

- 8.1. The transfer of the responsibility for the Growth Deal to the CJC requires a successor agreement to the original Governance Agreement 2 ("GA2"). The proposed form of the Delivery and Funding Agreement is at **Appendix 1**.
 1. The Joint-Committee arrangements are no longer required. It is no longer based on delegation. The agreement is based on a novation/assignment of delivery of the Growth Deal to the NWCJC .
 2. Concurrent and separate Novation agreement will be concluded with Welsh Government, Cyngor Gwynedd and the CJC as part of the transfer process.
 3. There is no need for a host authority and Gwynedd drops away from the accountable body role to be replaced by the NWCJC.
 4. The mutual commitments are based on the agreement and not on delegation and reserved matters. However, in return for the funding the parties will retain an overarching role in the shape of the Growth Deal in return for the funding.
 5. The CJC will be responsible for its own staff and other structures. Its commitment will be delivery of the Growth Deal, and it will need utilise the resources it is given to deliver.
 6. Growth Deal finance is ring fenced from the CJC's other functions and the levy. This also means that the CJC 's commitment to deliver will reflect the resource it is given or can access.
 7. The funding model is retained. However, as the CJC is a separate entity and has to set its own balanced budget by law this is contractual and not based on limits of delegation.

8. Withdrawal etc. have similar provisions but because of the hard financial implications for the CJC it is protected by contractual entitlements.

APPENDICES:

Appendix 1: Delivery and Funding Agreement

Appendix 2: Novation Agreement

STATUTORY OFFICERS RESPONSE:

i. Monitoring Officer:

Joint author of the report.

ii. Statutory Finance Officer:

“I am satisfied that the information that is contained in this report is accurate.

This report is the culmination of a significant amount of work over several months and is the key decision that needs to be taken to allow the transfer of the functions of the Economic Ambition Board and Growth Deal to the Corporate Joint Committee.

I fully support the decision sought and I can confirm that officers from the Finance service will continue to ensure that the arrangements are in place to allow the transfer to proceed as planned.”

DATED _____ **2025**

- (1) CONWY COUNTY BOROUGH COUNCIL
- (2) DENBIGHSHIRE COUNTY COUNCIL
- (3) FLINTSHIRE COUNTY COUNCIL
- (4) CYNGOR GWYNEDD
- (5) THE ISLE OF ANGLESEY COUNTY COUNCIL
- (6) WREXHAM COUNTY BOROUGH COUNCIL
- (7) BANGOR UNIVERSITY
- (8) WREXHAM UNIVERSITY
- (9) COLEG CAMBRIA
- (10) GRWP LLANDRILLO MENAI
- (11) NORTH WALES CORPORATE JOINT COMMITTEE

**AGREEMENT IN RELATION TO THE DELIVERY OF
THE NORTH WALES GROWTH DEAL BY THE
NORTH WALES CORPORATE JOINT COMMITTEE**

CONTENTS

	Page
1	DEFINITIONS AND INTERPRETATION 4
2	COMMENCEMENT, DURATION AND TERMINATION 10
3	PRINCIPLES AND KEY OBJECTIVES 10
4	GOVERNANCE..... 11
5.	MANAGEMENT OF THE FUNDING..... 11
6.	DUTIES OF THE CJC..... 12
7.	DUTIES OF THE OTHER PARTIES..... 12
8.	ROLE OF THE NON-COUNCIL PARTIES 12
9.	AUDIT 12
10.	PORTFOLIO BUSINESS CASE 13
11	COMMITMENT OF THE PARTIES AND CONTRIBUTIONS 13
12.	MITIGATION 18
13.	LIABILITY OF THE PARTIES 18
14.	DEFAULTER EXIT 19
16	CONSEQUENCES OF TERMINATION 20
17.	INTELLECTUAL PROPERTY 21
18	CONFIDENTIALITY AND ANNOUNCEMENTS 21
19.	CONTRACTS (THIRD PARTY RIGHTS) 22
20.	DISPUTE RESOLUTION 22
21.	DATA PROTECTION 23
22.	FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION 24
23	NOTICES 25
24.	GOVERNING LAW 25
25	ASSIGNMENT 25
26.	WAIVER AND COSTS 25
27.	ENTIRE AGREEMENT 26
28.	COUNTERPARTS 26

29.	RELATIONSHIP OF PARTIES	26
30	STATUTORY RESPONSIBILITIES	26
SCHEDULE 1	PARTIES DETAILS	27
SCHEDULE 2	LIABILITY REPORT	29

BETWEEN:

- (1) **CONWY COUNTY BOROUGH COUNCIL** of PO Box 1, Conwy, LL30 9GN ("**Conwy Council**");
- (2) **DENBIGHSHIRE COUNTY COUNCIL** of PO Box 62, Ruthin, LL15 9AZ ("**Denbighshire Council**");
- (3) **FLINTSHIRE COUNTY COUNCIL** of County Hall, Mold, Flintshire, CH7 6NB ("**Flintshire Council**");
- (4) **CYNGOR GWYNEDD** of Gwynedd Council, Shirehall Street, Caernarfon, LL55 1SH ("**Gwynedd Council**");
- (5) **THE ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices, Llangefni, Anglesey, LL77 7TW ("**Isle of Anglesey Council**");
- (6) **WREXHAM COUNTY BOROUGH COUNCIL** of The Guildhall, Wrexham, LL11 1AY ("**Wrexham Council**");
- (7) **BANGOR UNIVERSITY** of Bangor, Gwynedd, LL57 2DG;
- (8) **WREXHAM UNIVERSITY** of Mold Road, Wrexham, LL11 2AW;
- (9) **COLEG CAMBRIA** of Kelsterton Road, Connah's Quay, Deeside, Flintshire, CH5 4BR;
- (10) **GRWP LLANDRILLO MENAI** of Llandudno Road, Colwyn Bay, LL28 4HZ; and
- (11) **NORTH WALES CORPORATE JOINT COMMITTEE** of [REDACTED] ("**CJC**")

(together referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

- (A) The GA2 Parties entered into the first governance agreement on 18 December 2018 (the "**GA1**") to set up the Joint Committee and define their respective roles and responsibilities in relation to the Growth Deal up to the point when the Growth Deal was to be entered into with the execution of the Grant Offer Letter (as defined in this Agreement).
- (B) The GA2 Parties entered into a second and final governance agreement on 17 December 2020 (replacing the GA1) to continue to regulate their respective roles and obligations in relation to the implementation of the Growth Deal, including the appointment of Gwynedd Council as the Host Authority for and on behalf of the GA2 Parties (the "**GA2**").
- (C) A new corporate joint committee was established in North Wales in April 2021 by the North Wales Corporate Joint Committee Regulations 2021 under s174 of the Local Government and Elections (Wales) Act 2021 (the "**CJC**").
- (D) The Joint Committee has agreed in principle and intends to confirm or has confirmed that decision that responsibility for the implementation of the Growth Deal and the functions of the Joint Committee will transfer from the Joint Committee to the CJC. The GA2 Parties intend to give or have given their approval of this transfer as a 'Council Matter' pursuant to the GA2.
- (E) Both the GA2 Parties and the CJC intend to enter into any and all relevant associated documents required in order to give effect to this transfer to the CJC.
- (F) The GA2 Parties and the CJC (together the Parties to this Agreement) wish to enter into this Agreement to regulate their respective rights and obligations in relation to the continued funding commitments of each of the Parties for the Growth Deal. This Agreement is intended to sit alongside the governance of the CJC and the Growth Deal Documents in order to achieve the continued implementation of the Growth Deal.

- (G) It is acknowledged and agreed by the GA2 Parties, that on the Commencement Date, the GA2 shall be brought to an end (including all responsibilities on Gwynedd Council acting in its role as the Host Authority).

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 CJC acting as the body responsible for receiving and allocating funds (including the Funding) for and on behalf of the other Parties for Approved Projects under the Growth Deal
"Accounting Period"	means a period of twelve (12) months beginning 01 April and ending 31 March
"Agreed Purposes"	means the delivery of the Growth Deal as more particularly set out in the Growth Deal Documents as may be updated or amended by the CJC from time to time
"Annual Growth Deal Budget"	means the annual budget of the Growth Deal held by the CJC as set out in Clause 10.4 (<i>Annual Growth Deal Budget</i>) which includes payment of any CJC Costs in accordance with this Agreement and for the avoidance of doubt the "Annual Growth Deal Budget" shall be a separate budget held by the CJC for the Agreed Purposes of the Growth Deal, and shall not be the CJC's general budget pursuant to Part 5 of the North Wales Corporate Joint Committee Regulations 2021
"Annual Growth Deal Budget Contributions"	has the meaning given in Clause 10.4.2 (<i>Annual Growth Deal Budget</i>)
"Approved Project(s)"	means any project contained within a Project Business Case approved for investment by the CJC in accordance with the CJC Constitution and the Growth Deal Documents
"Business Case"	means a Portfolio Business Case, or a Programme Business Case, or a Project Business Case, or any other business case (as the case may be) approved by the CJC from time to time
"Business Day"	means any day other than a Saturday or Sunday or a public or bank holiday in England and/or Wales
"CJC Costs"	means the operational and management costs of the CJC relating to the delivery of the Growth Deal
"CJC Constitution"	means the Constitution of the CJC adopted in compliance with Section 37 of the Local Government Act 2000
"Commencement Date"	means [1 st April 2025]

"Confidential Information"	means all knowhow 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
"Councils"	means the following: <ul style="list-style-type: none"> a) Conwy Council; b) Denbighshire Council; c) Flintshire Council; d) Cyngor Gwynedd; e) Isle of Anglesey Council; and f) Wrexham Council each a "Council" and together the "Councils"
"Councils' Contribution"	has the meaning given in Clause 10.5.1(a)(iii) (<i>Funding</i>);
"Councils' Supplementary Payments"	means the annual payment of £40,000 (forty thousand pounds) to be provided by each Council on an ongoing basis to the CJC, to partly fund the Growth Deal element of the Annual Budget of the CJC and for the avoidance of doubt, such annual payment by each respective Council shall be in addition to any Annual Growth Deal Budget Contribution and the Councils' Contribution to be provided pursuant to this Agreement and is to be disregarded for the purposes of calculating each Party's liability under the definition of "Proportionate Basis" and "Population Basis"
"Default Notice"	has the meaning given in Clause 12.9 (<i>Defaulter Exit</i>)
"Data Protection Legislation"	means the Data Protection Act 2018 and General Data Protection Regulations
"Defaulter"	has the meaning given in Clause 12.9 (<i>Defaulter Exit</i>)

"Exit Date"	means, in relation to the exit of a Defaulter pursuant to Clause 0 (<i>Defaulter Exit</i>): <ul style="list-style-type: none"> (i) where the material breach is not capable of remedy, the day after the date that the Default Notice served pursuant to Clause 12.9 is deemed to be served; or (ii) where the material breach is capable of remedy, the day after the last day that the breach can be remedied and such breach has not been remedied in that period, as set out in the Default Notice;
"Funding"	means the aggregate total from time to time, received by the Parties and being held by the CJC in accordance with this Agreement, of any of the following: <ul style="list-style-type: none"> a) Councils' Contribution; b) Non-Council Parties' Contributions; c) Annual Growth Deal Budget Contributions; and d) Councils' Supplementary Payments;
"GA1"	means the governance agreement entered into on 18 December 2018 by the GA2 Parties as described in Recital (A) at the start of this Agreement and subsequently superseded and replaced by the GA2
"GA2"	means the governance agreement entered into by the GA2 Parties on 17 December 2020 as described in Recital (A) at the start of this Agreement
"GA2 Parties"	means all the Councils and Non-Council Parties
"Grant Offer Letter"	means the annual award of funding letter from WG to CJC which confirms the terms and conditions of the Growth Deal and the funding to be provided
"Growth Deal"	means the agreement between WG, UKG and the Councils dated 17 th December 2020 to work together for the people and businesses of North Wales, and deliver local projects which will increase opportunity and prosperity in communities across the region
"Growth Deal Contribution"	means the HMT Contribution and the WG Contribution
"Growth Deal Documents"	means the Growth Deal, the Overarching Business Plan, the Portfolio Business Case, Grant Offer Letters, any revised grant profile agreed with WG and any other associated documents entered into by the CJC in relation to the Growth Deal
"Growth Deal Expiry Date"	means 31 March 2036 or such other later date as may be agreed by the CJC

"HMT"	means Her Majesty's Treasury, a ministerial department of the UK Government
"HMT Contribution"	means as defined in Clause 10.5.1(a)(i) (<i>Funding</i>)
"Host Authority"	means Gwynedd Council appointed under the GA2, to be responsible for receiving and allocating funds for and on behalf of the GA2 Parties for Approved Projects under the Growth Deal
"Initial Accounting Period"	means the period beginning on the Commencement Date and ending on the following 31 March
"Intellectual Property"	means 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 the costs associated with each Party providing internal resources in relation to the Growth Deal [and for the avoidance of doubt, Internal Costs do not include any revenue costs or capital investment relating to the implementation of any project pursuant to the Growth Deal]
"IP Material"	means the Intellectual Property in the Material
"Joint Committee"	means the joint committee established pursuant to the terms of the GA1 and expanded under the GA2
"Liability Report"	means a report prepared by the CJC acting reasonably, setting out the financial and resource commitments of the relevant Defaulter in accordance with Clause 14 (<i>Defaulter Exit</i>), including the items set out in Schedule 2 (<i>Liability Report</i>)
"Loan Funds"	has the meaning given in Clause 10.5.4(a)(ii)
"Material"	means 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
"NNDR"	means the National Non Domestic Rates
"Non-Council Parties"	means the representatives of the bodies and individuals listed below: <ul style="list-style-type: none"> a) Bangor University; b) Coleg Cambria; c) Grŵp Llandrillo Menai; and d) Wrexham University and "Non-Council Party" means any one of them

"Non-Council Party Led Project"	means an Approved Project led by a Project Sponsor who is a Non-Council Party (and not a Council)
"Non-Council Party's Contribution"	has the meaning given in Clause 10.5.1(a)(iv) (<i>Funding</i>)
"Non-Council Party's Individual Contribution"	has the meaning given in Clause 10.5.6(b) (<i>Non-Council Parties' Contribution</i>)
"Overarching Business Plan" or "OBP"	means the overarching business plan approved and adopted by the Councils and Non-Council Parties and updated from time to time [by the CJC] to regulate the implementation of the Growth Deal
"Personal Data"	means the personal data as defined in the Data Protection Legislation
"Population Basis"	means the relevant proportion for each Council ("A%") by reference to their respective fractional contribution as set out in Clause 10.5.5 (<i>Council's Contribution</i>) which applies in relation to the Council's Contribution only
"Portfolio Business Case"	means the detailed business case and its annual updates from time to time for a portfolio of Programmes and projects which is subject to [annual update by the CJC] and approval by UKG and WG and provides detail to UKG and WG as to how the CJC intends to deliver the Growth Deal
"Programme"	means the five key programmes listed below (and each as more particularly set out in the Growth Deal): <ul style="list-style-type: none"> • Innovation in high value manufacturing; • Low carbon energy; • Agrifood and tourism; • Digital connectivity; and • Land and property
"Programme Business Case"	means a detailed business case for the development and implementation of a Programme which is subject to approval by the UKG and WG
"Project Business Case"	means a detailed business case for the development and implementation of a project developed and approved in accordance with the CJC Constitution and Growth Deal Documents
"Project Sponsor"	means a Non-Council Party or third party or, in the case of a Regional Project, the CJC (or a Council) acting on behalf of the CJC leading the delivery of an Approved Project
"Proportionate Basis"	means the relevant proportion for each Party (excluding the CJC) applied to the Annual Growth Deal Budget Contributions in Clause 5.1.3 and pursuant to clause 12 and 17 (where applicable) in reference to their respective fractional contribution as set out as follows:

Parties	Proportion of Contribution
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Conwy Council	1/8
Denbighshire Council	1/8
Flintshire Council	1/8
Gwynedd Council	1/8
The Isle of Anglesey Council	1/8
Wrexham Council	1/8
Bangor University	1/16
Wrexham University	1/16
Coleg Cambria	1/16
Grwp Llandrillo Menai	1/16

"Regional Project"

means an Approved Project led by the CJC (or a Council) on behalf of the CJC for the benefit of the region

"S151 Officer"

means the Section 151 Officer (as defined under section 151 of the Local Government Act 1972) of the CJC from time to time

"UKG"

means UK Government

"WLGA"

means the Welsh Local Government Association

"WG"

means Welsh Government

"WG Contribution"

means as defined in Clause 10.5.1(a)(ii) (*Funding*)

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**

- 1.3.1 The Schedules to this Agreement form part of this Agreement.
- 1.3.2 In the event of any discrepancy between the Clauses and the Schedules, the Clauses shall take priority.

2. **COMMENCEMENT, DURATION AND TERMINATION**

2.1 **Commencement**

This Agreement shall take effect on the Commencement Date.

2.2 **Duration of the Agreement and Termination**

- 2.2.1 This Agreement shall continue in full force and effect from the Commencement Date until the earlier of:
 - (a) all the Parties agree in writing to its termination and the consequences of such termination; or
 - (b) the Growth Deal Expiry Date.
- 2.2.2 The Parties agree that following the Commencement Date the GA2 will terminate and the rights, liabilities and obligations of each Party set out within the GA2 shall be superseded by the rights, liabilities and obligations set out in this Agreement.

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 implementation of the Growth Deal through their participation in the CJC and in accordance with this Agreement.
- 3.3 The Parties agree and acknowledge that the Funding governed by this Agreement will support the delivery of the Growth Deal, and that the Growth Deal will be delivered by the CJC in accordance with:
 - 3.3.1 the CJC Constitution;

3.3.2 the Growth Deal Documents;

3.3.3 the OBP;

~~3.3.4~~ any Portfolio Business Case; ;

3.4 **Parties' Obligations to Each Other**

3.4.1 **Reputation and Standing**

Each Party agrees that, in relation to the Funding, it shall act with regard to its own employee 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.

3.4.2 **Reasonableness of Decision Making**

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

3.4.3 **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.

3.5 The Parties agree and acknowledge that:

3.5.1 The implementation of the Growth Deal and the functions and duties associated with the Growth Deal are transferred or will be transferred to CJC as set out in the Growth Deal Documents; and

3.5.2 All Parties have each given or hereby give any and all necessary consents to the transfer of the Growth Deal as required under the GA2 and any applicable laws;

3.5.3 The GA2 is terminated with effect from the Commencement Date and each of the GA2 Parties release Gwynedd Council from all obligations and duties as Host Authority under the GA2 with effect from the Commencement Date.

4. **GOVERNANCE**

4.1 The Parties acknowledge and agree that the CJC is responsible for the implementation of the Growth Deal and that governance of the overall Growth Deal is as set out in the CJC Constitution and Growth Deal Documents.

5. **MANAGEMENT OF THE FUNDING**

5.1 As part of its overall responsibility for the implementation of the Growth Deal, the CJC shall receive:

5.1.1 the Councils' Contribution;

5.1.2 the Non-Council Parties' Contributions;

5.1.3 the Annual Growth Deal Budget Contributions;

5.1.4 the Councils' Supplementary Payments; and

5.1.5 any NNDR funds recovered directly by a Council and payable to the CJC in accordance with Clause 10.5.4;

(together, the “**Funding**”); and

5.1.6 any Growth Deal Contribution; and

5.1.7 any other funding that may be received from time to time in relation to the Growth Deal,

and the CJC shall hold and manage such funds in accordance with the terms of the CJC Constitution and the Growth Deal Documents, and in relation to the Funding only, the terms of this Agreement.

5.2 The CJC undertakes to hold the Funding in a ringfenced budget within its internal financial arrangements, and to use the Funding only for the Agreed Purposes, as certified annually by the S151 Officer, unless otherwise agreed in writing by all of the Parties.

6. **DUTIES OF THE CJC**

6.1 For the duration of this Agreement, the CJC shall:

6.1.1 act diligently and in good faith in all its dealings with the other Parties in respect of its statutory duties and it shall hold, manage and use the Funding in accordance with this Agreement, the CJC Constitution, the Growth Deal Documents and all applicable legislation;

6.1.2 act as the Accountable Body for the Growth Deal and deliver the Growth Deal in accordance with the Growth Deal Documents subject to the provisions of this Agreement and to the extent of compliance of the other Parties with their duties and commitments under this Agreement; and

6.1.3 employ and/or engage sufficient number of suitably qualified and experienced persons to support the delivery of the Growth Deal and the allocation of funds (including the Funding) received by the CJC for Approved Projects.

7. **DUTIES OF THE OTHER PARTIES**

7.1 Subject to the provisions of this Agreement, the other Parties shall act diligently and in good faith in all their dealings with the CJC and shall use reasonable endeavours to assist the CJC to hold, manage and use the Funding in accordance with this Agreement, the CJC Constitution, the Growth Deal Documents and all applicable legislation.

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

8. **ROLE OF THE NON-COUNCIL PARTIES**

8.1 The Parties agree and acknowledge that it is intended that the Non-Council Parties will participate in the CJC's delivery of the Growth Deal in a form and manner to be agreed by the CJC from time to time in accordance with the CJC Constitution and the Growth Deal Documents.

8.2 The CJC may also invite other third party bodies and organisations to participate in the CJC's delivery of the Growth Deal from time to time.**AUDIT**

8.3 Monitoring and audit of the use of the Funding and the overall delivery of the Growth Deal will be in accordance with the CJC Constitution, the Growth Deal Documents and in relation to the Funding only, the terms of this Agreement. The CJC will be responsible for providing or procuring the provision of all necessary monitoring and audit arrangements.

8.4 The CJC shall provide reports on the use of the Funding to the Parties in a format and to a timescale agreed between all of the Parties.

8.5 Each Party shall permit all records referred to in this Agreement to be examined and copied from time to time by the CJC, or any representatives of the CJC 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. For the avoidance of doubt, the Parties shall permit the CJC to share any audit information (or similar) with the WG Government and/or UK Government for the purpose of ensuring compliance with the terms of the Growth Deal Documents (or with any other reasonable request made by WG and/or UK Government in connection with the Growth Deal).

8.6 The CJC shall co-operate fully and in a timely manner with any reasonable request from any auditor (whether internal or external) of any Party (other than CJC) to provide documents or other information including oral or written explanations relating to the Funding.

9. **PORTFOLIO BUSINESS CASE**

9.1 The CJC will prepare, adopt, monitor and where necessary update the Portfolio Business Case relating to the delivery of the Growth Deal, in accordance with the CJC Constitution and Growth Deal Documents.

10. **COMMITMENT OF THE PARTIES AND CONTRIBUTIONS**

10.1 **General**

The Parties agree and undertake to commit to the Growth Deal in accordance with the terms of this Agreement.

10.2 **Internal Costs**

10.2.1 The Internal Costs incurred by each Party (including in respect of the participation by each Party on the CJC) shall be borne by the Party providing that internal resource.

10.3 **NOT USED**

10.4 **Annual Growth Deal Budget**

10.4.1 The Annual Growth Deal Budget shall consist of the following:

- (a) the Annual Growth Deal Budget Contributions;
- (b) the Councils' Supplementary Payments;
- (c) any additional funding secured through other sources (if any); and
- (d) any accumulated reserves.

10.4.2 The Annual Growth Deal Budget Contributions are as follows:

- (a) £57,880 per Accounting Period from each Council; and
- (b) £28,950 per Accounting Period from each Non-Council Party,

together the "**Annual Growth Deal Budget Contributions**" and which are subject to indexation at the start of each Accounting Period in accordance with Clause 10.4.3.

10.4.3 It is acknowledged and agreed that the Annual Growth Deal Budget Contributions will be subject to the following variations at the start of each Accounting Period to reflect the actual increase in costs over the Annual Growth Deal Budget based on an out-turn adjustment to adjust for the difference between the estimated and actual inflationary increases for the preceding Accounting Period and an estimated percentage increase for the following Accounting Period as a consequence of increases in the following:

- (a) increases in salaries occasioned by the local government national awarding bodies; and
 - (b) increases in employers contribution to the local Government Pension Scheme and National Insurance Contributions; and
 - (c) an out-turn adjustment to adjust for the difference between the estimated and actual inflationary increases for the preceding Accounting Period; and
 - (d) an estimated percentage increase for the following Accounting Period.
- 10.4.4 The Parties shall provide their share of the Annual Growth Deal Budget Contributions to the CJC, on receipt of an invoice from the CJC [save for the Initial Accounting Period which will be dealt with as set out below in Clause 10.4.6.]
- 10.4.5 The Councils' Supplementary Payment will be paid at the start of each Accounting Period on receipt of an invoice from the CJC [save for the Initial Accounting Period which will be dealt with as set out below in Clause 10.4.6].
- 10.4.6 [The Parties agree and acknowledge that the Annual Growth Deal Budget Contributions and the Councils' Supplementary Payment for the Initial Accounting Period will be or has been transferred to the CJC as part of the transition from the GA2 arrangements and no further payments in respect of Annual Growth Deal Budget Contributions and/or Councils' Supplementary Payments will be required from the Councils or the Non-Council Parties for the Initial Accounting Period.]
- 10.4.7 The CJC shall hold and account for the Annual Growth Deal Budget on behalf of the Parties.
- 10.4.8 Where the actual aggregate CJC Costs are likely to exceed the Annual Growth Deal Budget at any time any variation to the Growth Deal including but not limited to adjustments to outputs and outcomes will be agreed by the CJC in accordance with the Growth Deal Documents and the CJC Constitution.
- 10.4.9 Any increase to the Annual Growth Deal Budget Contributions shall require the agreement in writing of all of the Parties.

10.5 Funding

10.5.1 Total funding

- (a) It is acknowledged and agreed by the Parties that the following confirmed funds (to the extent such funds have not already been utilised prior to the Commencement Date) are available to facilitate the implementation of the Growth Deal:
 - (i) £120,000,000 (one hundred and twenty million pounds) from UKG (the "**HMT Contribution**"); and
 - (ii) £120,000,000 (one hundred and twenty million pounds) from WG (the "**WG Contribution**"),

the HMT Contribution and the WG Contribution (together being the "**Growth Deal Contributions**"); and

- (iii) a maximum of £9,960,300 (nine million, nine hundred and sixty thousand and three hundred pounds) in aggregate from the Councils (the "**Councils' Contribution**");

- (iv) a maximum of £2,528,720 (two million, five hundred and twenty eight thousand seven hundred and twenty pounds) in aggregate from the Non-Council Parties (the "**Non-Council Parties' Contribution**"); and
- (v) each Parties' contribution towards the Annual Growth Deal Budget pursuant to Clause 10.4.

10.5.2 **HMT Contribution**

- (a) It is acknowledged and agreed by the Parties that the HMT Contribution (to the extent such funds have not already been utilised prior to the Commencement Date) will be provided to the CJC for the period from the Commencement Date to the Growth Deal Expiry Date on the basis agreed with WG as more particularly set out in the Growth Deal Documents.
- (b) Each Party acknowledges and agrees that it accepts the terms of the Growth Deal Documents to the extent that the Growth Deal Documents apply to each Party and that it shall be bound by and shall not through any act or omission place any other Party including, but not limited to, the CJC in breach of the Growth Deal Documents.

10.5.3 **WG Contribution**

- (a) It is acknowledged and agreed by the Parties that the WG Contribution will be provided to the CJC (to the extent such funds have not already been utilised) for the period from the Commencement Date to Growth Deal Expiry Date on the basis agreed with WG as more particularly set out in the Growth Deal Documents.
- (b) Each Party acknowledges and agrees that it accepts the terms of the Growth Deal Documents to the extent that the Growth Deal Documents apply to each Party and that it shall be bound by and shall not through any act or omission place any other Party including, but not limited to, the CJC in breach of the Growth Deal Documents.

10.5.4 **Councils' Contribution and Non-Council Parties' Contribution**

- (a) It is acknowledged and agreed that:
 - (i) in order to facilitate cash-flow for project expenditure where the majority of the funding will be allocated within an estimated ten (10) year delivery profile compared to a fifteen (15) year funding profile in relation to the Growth Deal Contributions; and
 - (ii) subject to Clauses 10.5.4(b) and 10.5.4(c),

the CJC shall use reasonable endeavours to provide additional financing for Approved Projects as set out in each Project Business Case which may be obtained from the Public Works Loan Board, other lending counter parties or self-borrowed or otherwise (the "**Loan Funds**").
- (b) The Parties shall be responsible for the repayment of any and all capital (if any), interest, any changes in interest rates (or in the case of a self-borrowed scenario any foregone interest) (with interest rates to be set and managed by the CJC) and any other costs or liabilities incurred by the CJC in providing the Loan Funds by way of the Council's Contribution and the Non-Council Parties' Contribution as more particularly set out in Clauses 10.5.5 (*Councils' Contribution*) and 10.5.6 (*Non-Council Parties' Contribution*) below and each relevant Project Business Case.

- (c) Where any funding is provided to a Party (acting as a Project Sponsor) in the form of a repayable loan, such Party shall be responsible for repayment of such funds to the CJC in accordance with the Project Business Case. For the avoidance of doubt, any such repayment shall not count towards the respective Party's maximum contribution to be made by way of the Councils' Contribution or Non-Council Parties' Contribution (as applicable) nor shall the Party be entitled to set off such funds against any other payment or contribution owed to the CJC pursuant to this Agreement.
- (d) The proportion of Growth Deal Contributions, Loan Funds and Project Sponsors contributions(as relevant) will be agreed as part of the Project Business Case for a particular Project to be approved by the CJC in accordance with the CJC Constitution and the Growth Deal Documents and in relation to the Funding only this Agreement subject always to the maximum aggregate amounts contained within Clause 10.5.1 (*Total Funding*).
- (e) Subject to Clause 11.5.4 (f), a grant funding agreement and/or loan agreement will be entered into between the CJC and the Project Sponsor of an Approved Project to confirm, amongst other things,
 - (i) the payment of any Growth Deal Contributions and Loan Funds to the Project Sponsor;
 - (ii) the repayment obligations of the Project Sponsor;
 - (iii) transfer of responsibility to the Project Sponsor to deliver the Project;
 - (iv) clawback provision to clawback the Growth Deal Contributions and the Loan Funds from the Project Sponsor in the event of a default; and
 - (v) approval of any related party documentation to be entered into by the Project Sponsor and any third parties to deliver the Approved Project.

(the "GFA").
- (f) The GFA (and any other related documentation) for an Approved Project shall be approved by the CJC.

10.5.5 Councils' Contribution

- (a) The Councils' Contribution shall be used to finance the Regional Projects only unless otherwise agreed such provisions shall be reflected within the terms of the OBP and/or the relevant Business Cases to include, amongst other matters, the estimated annual spend profile for each Council.
- (b) Subject always to the maximum aggregate amounts contained within Clause 10.5.1(a)(iii) (*Total Funding*) and the obligation to contribute to the Annual Growth Deal Budget pursuant to Clause 10.4 (*Annual Growth Deal Budget*), each Council shall contribute to the aggregate Councils' Contribution required on each Regional Project on a Population Basis pursuant to the following formula:

$$A \% = B \times 100$$

with A% being a Councils' "Population Basis"

- (c) This is calculated as follows:

B	$B = \frac{\text{Current Population}}{\text{Total Population}}$
Current Population	<p>Current Population = means for each Accounting Period the mid-year estimated population figure for a particular Council taken from StatsWales for the preceding Accounting Period.</p> <p>Stats Wales is the WG's official body responsible for publishing official statistics at the following link:</p> <p>https://statswales.gov.wales/Catalogue/Population-and-Migration/Population/Estimates/Local-Authority/populationestimates-by-localauthority-year</p> <p>Where the Current Population is no longer available from StatsWales at any point, the last mid-year figures shall be used save where otherwise agreed by the CJC</p>
Total Population	Total Population = means for each Accounting Period the aggregate mid-year estimated population figure of the six Councils taken from StatsWales for the preceding Accounting Period.

10.5.6 Non-Council Parties' Contribution

- (a) The Non-Council Parties' Contribution shall be used to finance Non-Council Parties Led Projects only, unless otherwise agreed in writing by all of the Parties and such provisions shall be reflected within the terms of the OBP and/or the relevant Project Business Case to include, amongst other matters, the estimated annual spend profile for each Non-Council Party.
- (b) Subject always to the obligation to contribute to the Annual Growth Deal Budget pursuant to Clause 10.4 (*Annual Growth Deal Budget*), each Non-Council Party shall only be required to provide a Non-Council Party Contribution for an Approved Project(s) in which that Non-Council Party is acting as the Project Sponsor up to a maximum aggregate contribution below (each maximum aggregate contributions being an "**Non-Council Parties' Individual Contribution**" for that Non-Council Party respectively):

Non-Council Party	Maximum aggregate contribution
Bangor University	£728,720 (seven hundred and twenty eight thousand seven hundred and twenty pounds)
Wrexham University	£730,050 (seven hundred and thirty thousand and fifty pounds)
Grŵp Llandrillo Menai	£1,069,950 (one million, sixty nine thousand, nine hundred and fifty pounds)

- (c) Subject to Clause 10.5.6(d), the Non-Council Parties' Individual Contributions shall be as set out in table above, in the column entitled the "Maximum aggregate contribution" (column 3).
- (d) It is acknowledged and agreed that each Non-Council Party's Individual Contributions are based upon estimated costs to deliver a particular project(s) as more particularly set out in [section 9.2 of the OBP (Growth Deal Funding Profile)]. If, following development and approval of a Project Business Case, it is agreed by the CJC that, without decreasing the scope, quantity or quality of the Project, the cost of a Project and therefore the amount of the Non-Council Party's Individual Contribution is lower than estimated, the Non-Council Party's Individual Contributions will be decreased.

10.5.7 Retention of Records

The accounts referred to in this Clause 10 (*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 or until notified by WG that the records can be destroyed, whichever is the later.

11. 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.

12. LIABILITY OF THE PARTIES

- 12.1 The CJC shall indemnify and keep indemnified each of the other Parties to this Agreement against any reasonable losses, claims, expenses, actions, demands, costs and liability suffered by that Party to the extent arising directly from any wilful default or wilful breach by the CJC 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 CJC or matters arising from any negligent act or omission in relation to such obligations).
- 12.2 No claim shall be made against the CJC to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the CJC 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 CJC under Clause 12 (*Liability of the Parties*).
- 12.3 Each of the other Parties (acting severally) shall indemnify and keep indemnified the CJC against any reasonable losses, claims, expenses, actions, demands, costs and liabilities which the CJC may incur by reason of or arising directly 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 CJC of any such obligations.
- 12.4 The Parties agree and acknowledge that the amount to be paid to the CJC by any of the other Parties under Clause 12 (*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.
- 12.5 In the event of a claim under this Clause 12 (*Liability of the Parties*) in which it is not reasonably practicable to determine the extent of responsibility as between the Parties (including the CJC), then the amount shall be divided amongst the Parties on a Proportionate Basis. For the avoidance of doubt, any claim arising otherwise than through the wilful default or wilful breach by the CJC or the other Parties shall be divided amongst the Parties (including the CJC) on a Proportionate Basis.

- 12.6 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.
- 12.7 No Party shall be indemnified in accordance with this Clause 12 (*Liability of the Parties*) unless it has given notice in accordance with Clause 12.6 (*Liability of the Parties*) to the other Party against whom it will be enforcing its right to an indemnity under this Agreement.
- 12.8 Each Party ("**Indemnifier**") shall not be responsible or be obliged to indemnify the other Parties (including the CJC) ("**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).

DEFAULTER EXIT

- 12.9 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any Party [(other than the CJC)] ("**Defaulter**") by the other Parties ("**Non-Defaulting Parties**") acting unanimously in giving written notice to the Defaulter ("**Default Notice**") 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.
- 12.10 The decision to give a Default Notice to the Defaulter shall require the agreement in writing of all of the Parties other than the Defaulter.
- 12.11 No sooner than [twenty (20)] Business Days after the date of the Default Notice, the CJC shall provide to all the Parties a Liability Report.
- 12.12 It is acknowledged and agreed that:
- 12.12.1 the Liability Report shall contain, as a minimum, the Defaulter's committed costs and liabilities:
- (a) under and in connection with this Agreement up to and including the Growth Deal Expiry Date, including for the avoidance of doubt all Annual Growth Deal Budget Contributions and Councils' Supplementary Payments for future Accounting Periods up to the Growth Deal Expiry Date; and
 - (b) the Defaulter's committed costs and liabilities on Approved Projects as the case may be (without double counting) which shall include (but is not limited to) any Council or Non-Council Parties' Contributions or Annual Growth Deal Budget Contributions that the Defaulter has committed to but not yet provided (whether that occurs before or after the Default Notice); and
- 12.12.2 in relation to row 1 of the Liability Report in Schedule 2 (*Liability Report*), for the avoidance of doubt, the Defaulter shall be liable to pay its committed costs and liabilities as detailed in Clause 12.12.1 above.
- 12.13 Where a Defaulter disagrees with any of the factual information in the Liability Report, it shall notify the CJC of the reasons for its disagreement within [five (5)] Business Days and the Defaulter and the CJC shall meet within five (5) Business Days (or such other period agreed between the Defaulter and the CJC) of such notification to seek to resolve the disagreement and:
- 12.13.1 where the Defaulter and the CJC agree on any changes to the Liability Report as initially issued, the CJC shall issue a revised version of the Liability Report; or

12.13.2 where the Defaulter and the CJC do not agree on a revised version of the Liability Report within twenty (20) Business Days of the meeting to seek to resolve the disagreement, then the CJC shall re-issue the initial Liability Report.

12.14 Subject always to the provisions set out in Clause 13 (*Consequences of Termination*), where a Default Notice is given under Clause 12.9 above and the material breach is not capable of remedy or, in the case of a breach capable of remedy, the Defaulter fails to remedy such breach within the time period set out in Clause 14.1 above, Clause 13 (*Consequences of Termination*) of this Agreement shall apply and the Defaulter shall be deemed to have withdrawn from its role as a Party to this Agreement as at the Exit Date.

13. CONSEQUENCES OF TERMINATION

13.1 If the Agreement is terminated in accordance with Clause 2.2 (*Termination*), save for the obligations set out in Clause 10 (*Commitment of the Parties and Contributions*), Clause 12 (*Liability of the Parties*), this Clause 13 (*Consequences of Termination*), Clause 16 (Intellectual Property), Clause 15 (*Confidentiality and Announcements*) and Clause 19 (*Dispute Resolution*) and any other provision which is expressed to survive termination which is required to give effect to such termination or the consequence of such termination, that Party shall be released from their respective obligations described in this Agreement.

13.2 For the avoidance of doubt any termination of this Agreement, whether in whole or in part in relation to a Terminating Party only, shall not affect any of the terms of the CJC Constitution or Growth Deal Documents and any changes which may be required to the CJC Constitution or Growth Deal Documents as a result of any termination of this Agreement will be considered in accordance with the terms of the CJC Constitution or Growth Deal Documents (as applicable).

13.3 Where a Party exits from this Agreement as a Defaulter in accordance with Clause 0 (*Defaulter Exit*) (the "**Terminating Party**"):

13.3.1 any capital asset acquired and/or secured and/or owned and/or provided by the Terminating Party for the purposes of the Growth Deal will remain in the ownership of the Terminating Party and the Terminating Party will reimburse the remaining Parties their respective contributions (if any) together with any reasonable costs incurred as a result of the default;

13.3.2 where the Terminating Party is a Council, the CJC may elect to continue or discontinue with any procurement and/or project forming part of the Growth Deal in the administrative area of the Terminating Party;

13.3.3 subject to approval of the CJC, the Terminating Party may elect to independently pursue the procurement of any project within its administrative area or project in which it is acting as Project Sponsor and which was identified as part of the Growth Deal provided that it does so at its own cost without any access to any of the funding provided for pursuant to this Agreement and the Growth Deal Documents including (but not limited to) the Growth Deal Contribution; and

13.3.4 save for the obligations set out in Clause 10 (*Commitments of the Parties and Contributions*), Clause 12 (*Liability of the Parties*), this Clause 15 (*Consequences of Termination*) and Clause 15 (*Confidentiality and Announcements*), the Terminating Party shall be released from its respective obligations described in this Agreement from the Exit Date.

13.4 Notwithstanding the termination or expiry of this Agreement, the following provisions shall survive such termination:

13.4.1 Clause 10 (*Commitments of the Parties and Contributions*);

13.4.2 Clause 12 (*Liability of the Parties*);

13.4.3 this Clause 15 (*Consequences of Termination*); and

13.4.4 Clause 15 (*Confidentiality and Announcements*).

13.5 The Parties acknowledge and agree that:

13.5.1 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

13.5.2 accordingly, in the event that this Agreement is terminated in relation to any Party pursuant to Clause 0 (*Defaulter Exit*) such Terminating Party shall be liable to the other Parties for their reasonable and properly incurred costs in relation to the Growth Deal as set out in this Clause 13 (*Consequences of Termination*) and any Liability Report issued to the Terminating Party.

14. **INTELLECTUAL PROPERTY**

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

14.2 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.

14.3 Without prejudice to Clause 14.1 (*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.

14.4 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.

14.5 Each Party warrants that it has or will have the necessary rights to grant the licences set out in Clause 14.2 and 14.3 in respect of the IP Material to be licensed.

14.6 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.

15. **CONFIDENTIALITY AND ANNOUNCEMENTS**

15.1 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.

15.2 The obligation set out in this Clause 15 (*Confidentiality and Announcements*) shall not relate to information which:

15.2.1 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);

- 15.2.2 is required to be disclosed by law;
- 15.2.3 was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt;
- 15.2.4 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
- 15.2.5 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.
- 15.3 Where disclosure is permitted under Clause 15.2.3 or Clause 15.2.4, the recipient of the information shall be subject to a similar obligation of confidentiality as that contained in this Clause 15 and the disclosing Party shall make this known to the recipient of the information.
- 15.4 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.
16. **CONTRACTS (THIRD PARTY RIGHTS)**
- This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
17. **DISPUTE RESOLUTION**
- 17.1 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this Clause 17 (*Dispute Resolution*). The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this joint working) to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Parties.
- 17.2 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 any Party in dispute may refer the matter for resolution to:
- 17.2.1 mediation by WLGA or such party as the relevant Parties may agree; or
- 17.2.2 the exclusive jurisdiction of the Courts of England and Wales.
- 17.3 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.
- 17.4 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.
- 17.5 If a mediator is appointed to determine a dispute pursuant to Clause 17.2, 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.
- 17.6 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).

18. **DATA PROTECTION**

- 18.1 In relation to all Personal Data, each Party shall at all times comply with the Data Protection Legislation, (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 Data Protection Legislation covering the data processing activities to be performed in connection with the Growth Deal.
- 18.2 Each Party:
- 18.2.1 shall process Personal Data belonging to any other Party only on the instructions of that Party (subject to compliance with applicable law);
 - 18.2.2 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
 - 18.2.3 shall use its reasonable endeavours to procure that all relevant sub-contractors and third parties comply with this Clause 18.2 (*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.
- 18.3 The Parties shall not disclose Personal Data to any third parties other than:
- 18.3.1 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
 - 18.3.2 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 18.3.1 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 18 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 18.3.2 immediately they are aware of such a requirement;
 - 18.3.3 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; or
 - 18.3.4 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 18.2.3. 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 Data Protection Legislation. 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.
- 18.4 All Parties shall ensure that any Personal Data they obtain and provide to any other Party has been lawfully obtained and complies with the Data Protection Legislation and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the Data Protection Legislation.

- 18.5 If:
- 18.5.1 under the Data Protection Legislation any Party is required to provide information to a data subject (as defined in the Data Protection Legislation) in relation to Personal Data when such data is in the possession or under control of any other Party; and
- 18.5.2 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 Data Protection Legislation including making copies of the relevant Personal Data to the extent the same are in its possession.
- 18.6 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:-
- 18.6.1 comply with its obligations under this Clause 18 and the Data Protection Legislation; and
- 18.6.2 assess whether the processing of the relevant Personal Data in connection with this Agreement is breaching or may breach the Data Protection Legislation in a manner which is material and not effectively sanctioned by any guidance statement issued by the Information Commissioner.
- 18.7 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.
- 18.8 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 18 (Data Protection).
19. **FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION**
- 19.1 Each Party acknowledges that the Parties are subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**") and the Parties shall comply with the CJC's policy on FOIA in respect of these information disclosure obligations to the extent they relate to the Growth Deal and this Agreement.
- 19.2 Where a Party (the "**Receiving 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 Parties in relation to the Growth Deal, it shall:
- 19.2.1 transfer the request for information to the CJC as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for information;
- 19.2.2 provide the CJC with a copy of all information in its possession or power in the form the CJC reasonably requires within ten (10) Business Days (or such longer period as the CJC may specify) of the CJC requesting that information; and
- 19.2.3 provide all necessary assistance as reasonably requested by the CJC to enable the CJC to respond to a request for information within the time for compliance set out in the FOIA or the EIR.
- 19.3 The Parties acknowledge and agree that the CJC shall be responsible for co-ordinating any response on behalf of the relevant Parties to the extent they relate to the Growth Deal and all costs incurred shall be accounted for as CJC Costs.

19.4 The CJC shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or the EIR:

19.4.1 is exempt from disclosure under the FOIA or the EIR; and

19.4.2 is to be disclosed in response to a request for information.

19.5 Each Party acknowledges that the CJC may be obliged under the FOIA or the EIR to require the Receiving Party to disclose and, acting upon the instructions of the CJC, the Receiving Party shall disclose information:

19.5.1 without consulting with the other Parties where it has not been practicable to achieve such consultation; or

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

20. **NOTICES**

20.1 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 1 (*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.

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

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

20.2.2 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); or

20.2.3 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.

20.3 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.

21. **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 17 (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.

22. **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.

23. **WAIVER AND COSTS**

23.1 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.

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

24. **VARIATIONS**

24.1 No amendment to this Agreement shall be binding unless it is in writing and signed by the duly authorised representatives of each of the Parties and expressed to be for the purpose of such amendment.

25. **ENTIRE AGREEMENT**

25.1 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.

25.2 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.

26. **COUNTERPARTS**

26.1 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.

26.2 A complete signed copy of this Agreement delivered by e-mail in a pdf format from each Party shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party shall hold its signed copy to order of the CJC and the Agreement shall be dated on the date that the CJC dates its copy of the Agreement.

27. **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.

28. **STATUTORY RESPONSIBILITIES**

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

SCHEDULE 1 – PARTIES DETAILS

Recipient's name	Address	Email
CJC: [REDACTED]	[REDACTED]	[REDACTED]
Conwy Council: [Chief Executive]	PO Box 1, Conwy, LL30 9GN	
Denbighshire Council: [Chief Executive]	PO Box 62, Ruthin, LL15 9AZ	
Flintshire Council: [Chief Executive]	County Hall, Mold CH7 6NB	Chief.executive@flintshire.gov.uk
Gwynedd Council: [Chief Executive]	Gwynedd Council Shirehall Street Caernarfon LL55 1SH	
Isle of Anglesey Council: [Chief Executive]	Council Offices Llangefni Anglesey LL77 7TW	
Wrexham Council: [Chief Executive]	The Guildhall Wrexham LL11 1AY	chiefexecutive@wrexham.gov.uk
Bangor University: [Vice Chancellor]	College Road, Bangor, Gwynedd LL57 2DG	vice-chancellor@bangor.ac.uk
Glyndwr University: [Vice Chancellor]	Glyndŵr University Mold Road Wrexham LL11 2AW	
Coleg Cambria: [Chief Executive]	Kelsterton Road Connah's Quay Deeside Flintshire	

Recipient's name	Address	Email
	CH5 4BR	
GRWP Llandrillo Menai: [Chief Executive]	Llandudno Road, Colwyn Bay, LL28 4HZ	

[PM NOTE: Contact details to be reviewed and confirmed]

SCHEDULE 2 - LIABILITY REPORT

The Liability Report shall include (but shall not be limited to) irrecoverable expenditure incurred and committed in relation to the following:

	<u>Amount</u> (all figures in round pounds)
Any committed costs, including but not limited to those set out in Clause []	
Procurement Costs	
Costs associated with delays and having to revisit any procurements (including but not limited to the cost of legal, financial and technical advice)	
Land costs – costs associated with identifying and procuring land	
Staff costs (and associated overheads) in progressing the scheme: <div style="margin-left: 20px;"> a) Consultancy / Advisers fees b) Internal Project Management and monitoring c) Internal Professional advice </div>	
All other reasonable and properly incurred costs and losses (to include the cost of preparing the Liability Report)	
Any costs, claims and damages arising from any third parties in respect of any costs relating to any delay or arising from the termination	

Certified Correct _____
(Signed)

(Date)

[IPM NOTE: EXECUTION BLOCKS BELOW TO BE CONFIRMED]

FEL Y TYSTIUYD, mae'r Cytundeb hwn wedi'i gyflawni fel Gweithred ar y dyddiad a ysgrifennwyd ar ddechrau'r Cytundeb hwn yng ngŵydd y rheini sydd wedi'u nodi.

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.

[CJC Execution block to be added]

Gosodwyd Sêl Gyffredin **CYNGOR**)
BWRDEISTREF SIROL CONWY)
at hynny yng ngŵydd: -)
The Common Seal of **CONWY COUNTY**)
BOROUGH COUNCIL was)
hereunto affixed in the presence of: -)

Gosodwyd Sêl Gyffredin)
CYNGOR SIR DDINBYCH)
at hynny yng ngŵydd:-)
The Common Seal of **DENBIGHSHIRE**)
COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Gosodwyd Sêl Gyffredin)
CYNGOR SIR Y FFLINT)
at hynny yng ngŵydd:-)
The Common Seal of **FLINTSHIRE**)
COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Gosodwyd Sêl Gyffredin)
CYNGOR GWYNEDD)
at hynny yng ngŵydd:-)
The Common Seal of **GWYNEDD**)
COUNCIL was)
hereunto affixed in the presence of:-)

Gosodwyd Sêl Gyffredin)
CYNGOR SIR YNYS MÔN)
at hynny yng ngŵydd:-)
The Common Seal of **THE ISLE OF**)
ANGLESEY COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Gosodwyd Sêl Gyffredin **CYNGOR**)
BWRDEISTREF SIROL WRECSAM)
149791275.8\683804)

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

Gosodwyd Sêl Gyffredin

PRIFYSGOL BANGOR drwy hyn yn unol â'i (1).....
Herthyglau cwmni:-
(AELOD O'R CYNGOR/MEMBER OF
COUNCIL)

The Common Seal of the **BANGOR**
UNIVERSITY

was hereby affixed in accordance with its
Articles of
(PRINTIWCH ENW/PRINT NAME)
Association

(2).....
(AELOD O'R CYNGOR/MEMBER OF
COUNCIL)

.....
(PRINTIWCH ENW/PRINT NAME)

(3).....
(COFRESTRYDD/ YSGRIFENNYDD)
(REGISTRAR/SECRETARY)

.....
(PRINTIWCH ENW/PRINT NAME)

ym mhresenoldeb
In the presence of)
Enw Tyst
Witness name)
Llofnod Tyst
Witness signature)
Cyferiad Tyst

Arwyddwyd fel gweithred ar ran)
PRIFYSGOL GLYNDWR)
at hynny yng ngŵydd:-)
The Common Seal of)
GLYNDWR UNIVERSITY was)
hereunto affixed in the presence of:-)

Arwyddwyd fel gweithred ar ran)
COLEG CAMBRIA)
Signed as a deed on behalf of)
COLEG CAMBRIA by:-)
In the presence of)
Witness name)
Witness signature)
Witness address)

Arwyddwyd fel gweithred ar ran)
GRWP LLANMDRILLO MENAI)
Signed as a deed on behalf of **GRWP**)
LLANDRILLO MENAI by:-)
In the presence of)
Witness name)
Witness signature)
Witness address)

DATED _____

EXECUTION VERSION

**(1) CYNGOR GWYNEDD
(ACTING ON THE BEHALF OF THE NORTH WALES ECONOMIC AMBITION BOARD)**

(2) NORTH WALES CORPORATE JOINT COMMITTEE

(3) THE WELSH MINISTERS

NOVATION AGREEMENT

NOVATION OF FUNDING AGREEMENTS

relating to

NORTH WALES GROWTH DEAL

CONTENTS

	Page
1. DEFINITIONS AND INTERPRETATION	2
2. NOVATION	3
3. WARRANTIES AND REPRESENTATIONS	4
4. AMENDMENTS TO CERTAIN FUNDING AGREEMENTS	4
5. INDEMNITIES	5
6. COUNTERPARTS	5
7. NOTICES	5
8. FURTHER ASSURANCE	6
9. VARIATION	6
10. SEVERANCE	6
11. ASSIGNMENT OR TRANSFER	6
12. WAIVER	6
13. THIRD PARTY RIGHTS	6
14. GOVERNING LAW	6
15. JURISDICTION	6
SCHEDULE 1 FUNDING AGREEMENTS	7

THIS DEED is made on

BETWEEN:

- (1) **CYNGOR GWYNEDD** of Shirehall Street, Caernarfon, LL51SH (the "**Council**") acting on the behalf of the North Wales Economic Ambition Board; and
- (2) **NORTH WALES CORPORATE JOINT COMMITTEE** of Sarn Mynach, Llandudno Junction, LL31 9RZ (the "**CJC**"); and
- (3) **THE WELSH MINISTERS** of Cathays Park, Cardiff, CF10 3NQ (the "**Remaining Party**"),

each of the Council, CJC and Remaining Party being a "**party**" and together the Council, the CJC and the Remaining Party are the "**parties**".

BACKGROUND:

- (A) The North Wales Economic Ambition Board ("**NWEAB**"), comprising the six local authorities ("Council Partners"), two Universities and two Further Education Colleges ("Education Advisers").
- (B) The Council Partners and Education Advisers entered into a joint working agreement on 18 December 2018 Governance Agreement 1 ("**GA1**") as amended on 17 December 2020 by "**GA2**" to formalise their respective roles and responsibilities in relation to the North Wales Growth Deal ("**GD**").
- (C) GA1 & 2, amongst other matters, established a Joint Committee and appointed the Council to act as the Accountable Body for and on behalf of the Council Partners and Education Advisers to discharge their obligations in relation to the GD.
- (D) In 2021, the Senedd Cymru passed the following legislation (amongst others):
 - i. Local Government and Elections (Wales) Act 2021, Part 5 (Collaborative Working by Principal Councils) of which provides the Welsh Ministers with the ability to establish a Corporate Joint Committee; and
 - ii. The North Wales Corporate Joint Committee Regulations 2021, Part 1 (Establishment and area) of which establishes a body corporate to be known as the North Wales Corporate Joint Committee for the region ("**CJC**").
- (E) Further to Funding Agreements the CJC will amongst other things deliver the GD as part of its functions.
- (F) The Council wishes to novate its rights and obligations under the Funding Agreements (as defined below) to the CJC, in accordance with this Deed.
- (G) The Council wishes to be released and discharged from its obligations and liabilities under the Funding Agreements.
- (H) The Remaining Party agrees to release and discharge the Council from its obligations and liabilities under the Funding Agreements on the basis that, among other things, the CJC assumes the obligations and liabilities of the Council under the Funding Agreements, in accordance with this Deed.

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Deed:

"Business Day"	means a day other than a Saturday, Sunday or public holiday in Wales;
"Funding"	means any Funding issued or committed by the Remaining Party to the Council pursuant to the terms of any Funding Agreement before the Novation Date;
"Funding Agreements"	means the agreements listed in Schedule 1 (Funding Agreements) to this Deed; and
"Novation Date"	means 00.01 on 1 April 2025 or such later date(s) as may be agreed by the parties from time to time.

1.2 In this Deed:

- 1.2.1 a reference to this Deed includes its schedules, appendices and annexes (if any);
- 1.2.2 a reference to a party includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a gender includes each other gender;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 the table of contents, background section and any clause, schedule or other headings in this Deed are included for convenience only and shall have no effect on the interpretation of this Deed;
- 1.2.8 a reference to any legislation or legislative provision is a reference to it as amended, extended, re-enacted or consolidated from time to time; and
- 1.2.9 references to the "Council" in this Deed shall mean the Council acting on behalf of the 'Joint Committee' (as such term is defined in the GA2) for NWEAB, NWEAB collectively and/or each Council Partner and Education Advisor individually (as the context requires). The Remaining Party is not obliged to verify the basis on which the Council enters into or acts under the terms of this Deed.

2. **NOVATION**

The parties agree that on and from the Novation Date:

- 2.1 the Council, novates all of its rights and obligations under and in connection with the Funding Agreements to the CJC;
- 2.2 the CJC undertakes to be bound by and to perform all the Funding Agreements and be bound by their terms in every way as if the CJC was the original party to them in place of the Council and whether any obligations, liabilities or otherwise arose before, on or after the Novation Date;
- 2.3 the Remaining Party will perform the Funding Agreements and be bound by their terms in every way as if the CJC was the original party to them in place of the Council;

- 2.4 in consideration of the Council agreeing to novate to the CJC its rights and obligations under the Funding Agreements, the Council and the Remaining Party release each other from all obligations to the other under the Funding Agreements whether present or future, actual or contingent;
- 2.5 in consideration of the Council agreeing to novate to the CJC its rights and obligations (including in respect of the Funding) under the Funding Agreements, the Council undertakes to the CJC and to the Remaining Party that it has made (or will make) all necessary arrangements, accounting or otherwise, to effect the transfer of all Funding to the CJC on the Novation Date. Any such payment, transfer, accounting process howsoever made will not be subject to deduction, counterclaim or set-off, or otherwise affected by any claim or dispute relating to any other matter between the Council and the CJC;
- 2.6 the Council and the CJC represent and warrant to the Remaining Party that they have made all other necessary or desirable arrangements between themselves and any other party as required in order to effect the transfer of any relevant Funding from the Council to the CJC.

3. WARRANTIES AND REPRESENTATIONS

On the date of this deed and on the Novation Date:

- 3.1 the CJC represents and warrants to the Remaining Party that:
- 3.1.1 it has been duly constituted and founded by statute in accordance with the laws of England and Wales, is validly existing under those laws and has the power and authority to own its property and assets and carry on its business as it is being conducted;
 - 3.1.2 it has the power and authority to enter into, deliver and perform, and has taken all necessary action to authorise the entry into, delivery and performance of this deed and the Funding Agreements and the transactions contemplated by them;
 - 3.1.3 it has received such information and made such arrangements and taken such actions as it deems appropriate under the circumstances to make an informed decision regarding the execution of this Deed and the assumptions of any other responsibilities, obligations or otherwise in relation to the GD generally.
- 3.2 the Council represents and warrants to the Remaining Party that:
- 3.2.1 it has been duly constituted and founded by statute in accordance with the laws of England and Wales, is validly existing under those laws and has the power and authority to own its property and assets and carry on its business as it is being conducted;
 - 3.2.2 it has the power and authority to enter into, deliver and perform, and has taken all necessary action to authorise the entry into, delivery and performance of this deed and the Funding Agreements and the transactions contemplated by them;
 - 3.2.3 it has received such information and made such arrangements and taken such actions as it deems appropriate under the circumstances to make an informed decision regarding the execution of this Deed and the transfer of any funding, responsibilities, obligations or otherwise in relation to the GD generally.

4. AMENDMENTS TO CERTAIN FUNDING AGREEMENTS

- 4.1 The CJC hereby confirms to the Remaining Party that from and including the Novation Date, the Portfolio Director is:

Alwen Williams
Interim Chief Executive
North Wales Corporate Joint Committee

4.2 Each of the CJC and the Remaining Party agrees and acknowledges that from and including the Novation Date any notices or other communications under or in relation to any of the Funding Agreements shall be sent to the address specified on the execution pages of this Deed (or to any substitute address or email address notified in writing by the relevant party for this purpose) and marked for the attention of the specified department/individual, if applicable.

5. INDEMNITIES

5.1 Subject to clause 5.2, the CJC shall indemnify and keep indemnified the Council from and against all losses, claims, damages, liabilities, costs and expenses (including legal and other professional fees) suffered or incurred by the Council as a result of or in connection with any action, demand, claim or proceeding arising out of or in connection with the Funding Agreements howsoever caused (whether arising prior to, on or after the Novation Date).

5.2 The indemnity in clause 5.1 shall apply only if:

5.2.1 the indemnified party notifies the indemnifying party in writing promptly upon becoming aware of any matter or circumstance which might give rise to a claim by the indemnified party under clause 5.1 ("**Claim**"), such notice to include reasonable details of such matter or circumstance;

5.2.2 the indemnified party neither makes any admission of liability, communication or payment to, or agrees any settlement or compromise with, any third party in relation to the Claim, without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed);

5.2.3 the indemnifying party is granted, at its expense, the sole control over any defence and settlement of the Claim; and

5.2.4 the indemnified party provides, at the indemnifying party's expense, such reasonable internal assistance as the indemnifying party may request.

6. COUNTERPARTS

6.1 This Deed may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

7. NOTICES

7.1 Notices under this Deed shall be in writing and sent to a party's address as set out on the execution pages of this Deed and marked for the attention of the specified department/individual, if applicable. Notices may be given, and shall be deemed received:

7.1.1 by first-class post: two Business Days after posting;

7.1.2 by hand: on delivery; and

7.1.3 by email,

in each case or such other recipient and/or address as may be notified in writing from time to time by any party to each of the other parties (as applicable) in accordance with this clause.

7.2 The email shall contain text in the subject line to identify it as a notice under this Deed and the notice shall be deemed to have been duly served on receipt of reply or acknowledgment by the recipient or on receipt of a read receipt or 24 (twenty four) hours from delivery if sent to the correct email address and no notice of delivery failure is received provided that in any scenario where such email transmission occurs either after 4.00pm on a Business Day or on a day other than a Business Day transmission shall be deemed to occur at 9.00am on the next Business Day.

8. **FURTHER ASSURANCE**

Each of the parties shall (with each party responsible for its own costs and expenses) perform all acts and sign, execute and deliver all deeds and documents, as may be required by such other party for the purpose of giving full effect to this Deed.

9. **VARIATION**

No variation of this Deed shall be valid or effective unless it is in writing, refers to this Deed and is duly signed or executed (as the case may be) by, or on behalf of, each party. For the avoidance of doubt, any variation of the Funding Agreements will be subject to any variation provisions contained therein.

10. **SEVERANCE**

If any provision of this Deed (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Deed shall not be affected.

11. **ASSIGNMENT OR TRANSFER**

Neither the Council nor the CJC may assign or transfer any of its rights, benefits or obligations under this Deed without the prior written consent of the Remaining Party.

12. **WAIVER**

No failure, delay or omission by a party in exercising any right, power or remedy provided by law or under this Deed shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Deed shall prevent any future exercise of it or the exercise of any other right, power or remedy.

13. **THIRD PARTY RIGHTS**

A person who is not a party to this Deed may not enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

14. **GOVERNING LAW**

This Deed and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

15. **JURISDICTION**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation (including non-contractual disputes or claims).

**SCHEDULE 1
FUNDING AGREEMENTS**

1. Award of Funding for NW Growth Deal dated 22 February 2021 for the period 1 April 2020 to 31 March 2021 (“**AFL 1**”)
2. Award of Funding for NW Growth Deal dated 23 March 2022 for the period 1 April 2021 to 31 March 2022 (“**AFL 2**”)
3. Award of Funding for the NW Growth Deal dated 20 March 2023 for the period 1 April 2022 to 31 March 2023 (“**AFL 3**”)
4. Award of Funding for the NW Growth Deal dated 7 February 2023 for the period 1 April 2023 to 31 March 2024 (“**AFL 4**”)
5. Award of funding by WG dated 28 July 2022 for the period 1 September 2022 to 30 November 2024 in relation to a project management team for delivering Local Area Energy Planning in the North Wales region.
6. Letter of variation dated 21 March 2024 to the award letter dated 28 July 2022 in relation to a project management team for delivering Local Area Energy Planning in the North Wales region, to extend the contracts of the project management team from November 2024 to end of March 2025.
7. Award of funding by WG dated 10 February 2023 for the period 1 January 2023 to 31 March 2024 to provide technical support for the delivering the Local Area Energy Planning in the North Wales Region.
8. Letter of variation dated 26 July 2023 relating to variation of the award of funding dated 10 February 2023 to provide technical support for Local Area Energy Planning in the North Wales Region with effect from 26 July 2023.
9. Award of funding dated 15 December 2023 for the period 15 December 2023 to 30 April 2025 in relation to the CJC to develop Regional Transport Plan for the Financial year 2023-24 and 2024-25.

EXECUTED AS A DEED BY THE PARTIES ON THE DATE STATED AT THE BEGINNING OF THIS DEED

EXECUTED AS A DEED (but not delivered)
until the date hereof) by affixing THE COMMON)
SEAL OF CYNGOR GWYNEDD (acting on behalf)
of the North Wales Economic Ambition Board))
)

in the presence of :-

Authorised Signatory

Name printed:

Address: Council Offices, Shirehall Street, Caernarfon, LL55 1SH

E-mail: Iwangdevans@gwynedd.llyw.cymru

Attention: Iwan Evans, Monitoring Officer, Cyngor Gwynedd

EXECUTED AS A DEED (but not delivered)
until the date hereof) by affixing THE COMMON)
SEAL OF THE NORTH WALES CORPORATE)
JOINT COMMITTEE)
)

in the presence of:-

Authorised Signatory

Name printed:

Address: Sarn Mynach, Llandudno Junction, LL31 9RZ

E-mail: AlwenWilliams@uchelgaisgogledd.cymru

Attention: Alwen Williams, Interim Chief Executive, North Wales Corporate Joint Committee

EXECUTED AS A DEED (but not delivered)
until the date hereof) by applying the seal of the)
Welsh Ministers)
)
The application of the seal of the)
Welsh Ministers is AUTHENTICATED)
by)

who is duly authorised for that purpose
by the Director of Legal Services by authority
of the Welsh Ministers under section 90(2) of
the Government of Wales Act 2006.

Signature: _____

Name: _____

Job Title: _____

Address: Cathays Park, Cardiff, CF10 3NQ

E-mail: Reg.Kilpatrick@gov.wales

Attention: Reg Kilpatrick, Director, Local Government Directorate, Welsh Government

NORTH WALES CORPORATE JOINT COMMITTEE

21 March, 2025

TITLE: Economic Well-being Sub-Committee

AUTHOR: Iwan Evans, Monitoring Officer

1. DECISION SOUGHT

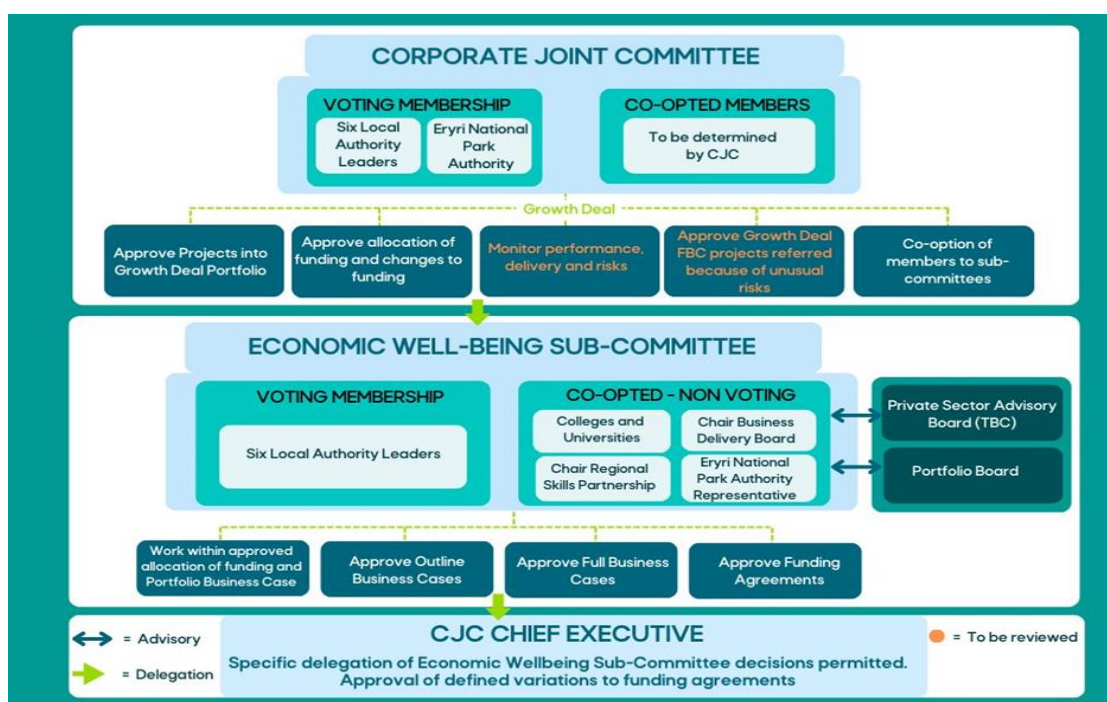
- 1.1. To approve the appointment of the representatives from each partner organisation as co-opted (non-voting) Members of the Economic Well-being Sub-Committee.
- 1.2. To confirm the membership of the Sub-committee as set out in Table 1.

2. REASON FOR THE DECISION

- 2.1. The CJC has established an Economic Well-being Sub-Committee. Standing Orders provide that the membership of the Economic Well-being Sub-Committee shall consist of the six Council Members of the CJC, together with a representative from each of the bodies identified in Table 1 below to be appointed as a non-voting co-optees. The responsibility to appoint Members rests with the CJC.

3. BACKGROUND AND RELEVANT CONSIDERATIONS

- 3.1. On 6th September, 2024 the CJC supported the suggested governance structure for the Economic Well-being Sub-Committee with the provision that Local Authority Leaders are the nominated members – the model below illustrates the agreed structure and membership. In the initial phase, post transfer, the Economic Well-being Sub-Committee will be focused on driving forward the Growth Deal, and on 17th January, 2025 the CJC approved the Sub-Committee's TORs which provide the governance framework.
- 3.2. The overall strategic impetus to transfer the Growth Deal into the CJC stemmed from the correlation in membership between the NWEAB and the CJC, the wish to avoid a multiplicity of regional bodies with similar functions, and the various legal and operational advantages and efficiencies of the CJC being its own corporate entity.



- 3.3. The representatives of each partner body have undertaken a role as Advisor to the Economic Ambition Board to date and have been approached to complete a co-option agreement which is a statutory precursor to undertaking membership of the CJC on the terms as set out in the co-option agreement. The co-opted Members are appointed for a two-year period or until they stand down from their employed role or resign, whichever is the lesser. It is broadly intended that the Sub-Committee will meet in alignment to the dates retained in the calendar for the EAB for the remainder of this calendar year, with the Chair (and Vice-Chair) of the Sub-Committee to be elected by the Sub-Committee members at its inaugural meeting. This meeting will also consider the co-option of those representatives not yet identified in the Table below.
- 3.4. The following table sets out the representatives from each of the bodies to be co-opted onto the CJC's Economic Well-being Sub-Committee, and the CJC is asked to approve the recommendation as set out in paragraph 1 above.

TABLE 1

ECONOMIC WELL-BEING SUB-COMMITTEE		
Council	Councillor Member	Voting Members
Gwynedd	Cllr Nia Jeffreys	Approved by CJC on September 2024
Conwy	Cllr Charlie McCoubrey	
Wrexham	Cllr Mark Pritchard	
Anglesey	Cllr Gary Pritchard	
Denbighshire	Cllr Jason McLellan	
Flintshire	Cllr Dave Hughes	
	Co-opted Members	Non-voting Members

Bangor University	Professor Edmund Burke Paul Spencer (subs)	co-opted for a 2-year period to 1 April 2027
Wrexham University	Professor Joe Yates Richard Day (subs)	
Grŵp Llandrillo Menai	Aled Jones-Griffiths Gwenllian Roberts (subs)	
Coleg Cambria	Yana Williams Steve Jackson (subs)	
Chair of the Regional Skills Partnership	David Roberts	
Chair of the Business Advisory Board	TBC	
Eryri National Park	TBC	

APPENDICES:

Appendix 1: Template of co-option agreements for Advisory Members and substitutes

STATUTORY OFFICERS RESPONSE:

i. Monitoring Officer:

Author of the report.

ii. Statutory Finance Officer:

No objections from the perspective of financial propriety.

Cytundeb Cyfethol

Yn unol â Rheoliadau Cyd-bwyllgor Corfforedig y Gogledd 2021 (y Rheoliadau Sefydlu), a Rheoliadau Cyd-bwyllgor Corfforedig (Cyffredinol) (Cymru) 2022, mae'r Cyd-bwyllgor Corfforedig wedi cytuno i benodi:

Mr/s
fel Aelod cyfetholedig ar y telerau a ganlyn:

1. Pwyllgor/Is-bwyllgor:

Penodir yr Aelod Cyfetholedig i'r **Is-bwyllgor Economaidd a Llesiant**

2. Cyfnod

Penodir yr Aelod Cyfetholedig am y cyfnod tan 1 Ebrill 2027.

Daw'r cytundeb cyfethol i ben os bydd Aelod yn ymddiswyddo o'r is-bwyllgor neu os nad yw'n cael ei gyflogi gan/ aelod o

.....

Gall y CBC amrywio neu derfynu'r cytundeb cyfethol.

3. Swyddogaethau

Gall yr aelod Cyfetholedig weithredu dim ond mewn perthynas a'r swyddogaeth llesiant economaidd a roddir i' CJC, a'r pwerau hynny i wneud unrhyw beth i hwyluso, neu sy'n gysylltiedig neu'n ffafriol i arfer y swyddogaeth honno.

4. Diben a Swyddogaethau

Penodir yr aelod cyfetholedig at ddibenion 3 uchod, ac i gyflawni'r swyddogaethau hynny fel y nodir yn y Cylch Gorchwyl ar gyfer yr Is-bwyllgor (gweler isod).

Co-option Agreement

In accordance with The North Wales Corporate Joint Committee Regulations 2021 (the Establishment Regulations), and The Corporate Joint Committee (General)(Wales) Regulations 2022, the Corporate Joint Committee has agreed to appoint:

Mr/s
as an co-opted Member on the following terms:

1. Committee/Sub-Committee:

The co-opted Member is appointed to the **Economic Well-Being Sub-Committee**

2. Term

The co-opted Member is appointed for the period until 1 April 2027.

Co-option ends if a Member resigns from the sub-committee ,or is no longer employed by/ a member of

.....

The CJC may vary or terminate the co-option agreement.

3. Functions

The co-opted Member may act only in relation to the economic well-being function granted to the CJC, and those powers to do anything to facilitate, or which is incidental or conducive to the exercise of that function.

4. Purpose and Functions

The co-opted Member is appointed for the purpose of 3. above, and to carry out the functions as set out in the Terms of Reference for the Sub-Committee (see below).

<p>5. <u>Hawliau Pleidleisio</u></p> <p>Mewn perthynas â'r swyddogaethau uchod, nid oes gan yr Aelod cyfetholedig hawl i bleidleisio mewn cyfarfod o'r Is-bwyllgor ar yr holl faterion sydd yng Nghylch Gorchwyl yr Is-bwyllgor.</p> <p>6. <u>Cod Ymddygiad</u></p> <p>Mae'r Aelod Cyfetholedig yn cytuno i gydymffurfio â'r Cod Ymddygiad Aelodau fel y mabwysiadwyd gan y CBC.</p> <p>7. <u>Cymeradwyaeth</u></p> <p>Cytunir ar delerau'r Cytundeb Cyfethol hwn, a thrwy lofnodi mae'r Aelodau'n cadarnhau nad ydynt wedi'u diarddel rhag bod yn aelod cyfetholedig ymhellach i reol.9A, Rheoliadau Cyd-bwyllgor Corfforedig y Gogledd (Cymru) 2021</p>	<p>5. <u>Voting Rights</u></p> <p>In respect of the above functions, the co-opted Member is not entitled to vote in a meeting of the Sub-Committee on all matters within the Sub Committee's Terms of Reference.</p> <p>6. <u>Code of Conduct</u></p> <p>The co-opted Member agrees to abide by the Code of Conduct for Members as adopted by the CJC.</p> <p>7. <u>Approval</u></p> <p>The terms of this Co-option Agreement are agreed, and by signing Members confirm that they are not disqualified from being a co-opted member further to reg.9A of the North Wales Corporate Joint Committee (Wales) Regulations 2021</p>
--	---

Llofnod:
Signed:

Enw'r Aelod Cyfetholedig:
Co-Opted Member name:

Dyddiedig:
Dated:

Cytundeb Cyfethol

Yn unol â Rheoliadau Cyd-bwyllgor Corfforedig y Gogledd 2021 (y Rheoliadau Sefydlu), a Rheoliadau Cyd-bwyllgor Corfforedig (Cyffredinol) (Cymru) 2022, mae'r Cyd-bwyllgor Corfforedig wedi cytuno i benodi:

Mr/s
fel Aelod cyfetholedig ar y telerau a ganlyn:

1. Pwyllgor/Is-bwyllgor:

Penodir yr Aelod Cyfetholedig i'r **Is-bwyllgor Economaidd a Llesiant yn lle mynychu pan nad yw'r aelod cyfetholedig ar gael.**

2. Cyfnod

Penodir yr Aelod Cyfetholedig am y cyfnod tan 1 Ebrill 2027.

Daw'r cytundeb cyfethol i ben os bydd Aelod yn ymddiswyddo o'r is-bwyllgor neu os nad yw'n cael ei gyflogi gan/ aelod o

.....

Gall y CBC amrywio neu derfynu'r cytundeb cyfethol.

3. Swyddogaethau

Gall yr aelod Cyfetholedig weithredu dim ond mewn perthynas a'r swyddogaeth llesiant economaidd a roddir i' CJC, a'r pwerau hynny i wneud unrhyw beth i hwyluso, neu sy'n gysylltiedig neu'n ffafriol i arfer y swyddogaeth honno.

4. Diben a Swyddogaethau

Penodir yr aelod cyfetholedig at ddibenion 3 uchod, ac i gyflawni'r swyddogaethau hynny fel y nodir yn y

Co-option Agreement

In accordance with The North Wales Corporate Joint Committee Regulations 2021 (the Establishment Regulations), and The Corporate Joint Committee (General)(Wales) Regulations 2022, the Corporate Joint Committee has agreed to appoint:

Mr/s
as a co-opted Member on the following terms:

1. Committee/Sub-Committee:

The co-opted Member is appointed to the **Economic Well-Being Sub-Committee as a substitute, to attend when the co-opted member is unavailable.**

2. Term

The co-opted Member is appointed for the period until 1 April 2027.

Co-option ends if a Member resigns from the sub-committee, or is no longer employed by/ a member of

.....

The CJC may vary or terminate the co-option agreement.

3. Functions

The co-opted Member may act only in relation to the economic well-being function granted to the CJC, and those powers to do anything to facilitate, or which is incidental or conducive to the exercise of that function.

4. Purpose and Functions

The co-opted Member is appointed for the purpose of 3 above, and to carry out the functions as set out in the Terms of

<p>Cylch Gorchwyl ar gyfer yr Is-bwyllgor (gweler isod).</p> <p>5. <u>Hawliau Pleidleisio</u></p> <p>Mewn perthynas â'r swyddogaethau uchod, nid oes gan yr Aelod cyfetholedig hawl i bleidleisio mewn cyfarfod o'r Is-bwyllgor ar yr holl faterion sydd yng Nghylch Gorchwyl yr Is-bwyllgor.</p> <p>6. <u>Cod Ymddygiad</u></p> <p>Mae'r Aelod Cyfetholedig yn cytuno i gydymffurfio â'r Cod Ymddygiad Aelodau fel y mabwysiadwyd gan y CBC.</p> <p>7. <u>Cymeradwyaeth</u></p> <p>Cytunir ar delerau'r Cytundeb Cyfethol hwn, a thrwy lofnodi mae'r Aelodau'n cadarnhau nad ydynt wedi'u diarddel rhag bod yn aelod cyfetholedig ymhellach i reol.9A, Rheoliadau Cyd-bwyllgor Corfforedig y Gogledd (Cymru) 2021</p>	<p>Reference for the Sub-Committee (see below).</p> <p>5. <u>Voting Rights</u></p> <p>In respect of the above functions, the co-opted Member is not entitled to vote in a meeting of the Sub-Committee on all matters within the Sub Committee's Terms of Reference.</p> <p>6. <u>Code of Conduct</u></p> <p>The co-opted Member agrees to abide by the Code of Conduct for Members as adopted by the CJC.</p> <p>7. <u>Approval</u></p> <p>The terms of this Co-option Agreement are agreed, and by signing Members confirm that they are not disqualified from being a co-opted member further to reg.9A of the North Wales Corporate Joint Committee (Wales) Regulations 2021</p>
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Llofnod:
Signed:

Enw'r Aelod Cyfetholedig:
Co-Opted Member name:

Dyddiedig:
Dated:



NORTH WALES CORPORATE JOINT COMMITTEE

21 March, 2025

TITLE: Business Advisory Board and Non-Executive Advisors

AUTHOR: Hedd Vaughan-Evans, Head of Operations

1. PURPOSE OF THE REPORT

- 1.1. The purpose of the report is to present for consideration the Terms of Reference for a new private sector advisory body and to present role descriptions for two new Non-Executive Advisors.

2. DECISION SOUGHT

- 2.1. To approve the Terms of Reference and appointment process as set out in **Appendix 1** for the establishment of a new Business Advisory Board following transfer of the Growth Deal and to delegate the implementation process to the Interim Chief Executive.
- 2.2. To approve the role description (**Appendix 2**) for the two new Non-Executive Advisor roles and authorise the Interim Chief Executive undertake all necessary steps to procure candidates to be recommended for appointment to the CJC's Economic Well-being Sub Committee.
- 2.3. To delegate to the Interim Chief Executive, in consultation with the Monitoring Officer, the Chair and Vice Chair the authority to make any minor amendments to the Terms of Reference and role descriptions in response to any feedback received from Welsh and UK Governments prior to implementation.

3. REASON FOR THE DECISION

- 3.1. The adopted governance model to support the delivery of the NWGD includes a private sector advisory body. The recommendations in this report ensures that this requirement is met by the Corporate Joint Committee post novation of the Growth Deal, as well as responding directly to recommendations from recent assurance reviews.

4. BACKGROUND AND RELEVANT CONSIDERATIONS

- 4.1. The novation of the North Wales Growth Deal and Portfolio Management Office is scheduled to take place on 1st April, 2025 subject to agreements from the Economic Ambition Board partners and Welsh Government.

New Business Advisory Board

- 4.2. A Business Delivery Board has been in place since the start of the North Wales Growth Deal to provide private sector advice to the Economic Ambition Board on the whole portfolio and on specific project investments ahead of business case approvals.

- 4.3. Recent assurance reviews have made specific recommendations around reviewing and relaunching this advisory body to ensure it is more representative of the private sector in North Wales and the transfer to the Corporate Joint Committee provides this opportunity.
- 4.4. The proposal for the new Business Advisor Board is for a new private sector advisory group with a wider remit across all current functions of the Corporate Joint Committee including economic well-being, transport and planning. The new board will still have a significant focus on the Growth Deal, but a wider remit is considered to be key in maintaining engagement with businesses across the region.

Non-Executive Advisors

- 4.5. In response to another assurance review recommendation to consider the appointment of Non-Executive Directors to support the delivery of the Growth Deal and provide commercial expertise and challenge to the Board, it is proposed to appoint two Non-Executive Advisors. This approach is proposed as it is not possible to co-opt Non-Executive Directors within the Corporate Joint Committee framework.
- 4.6. The Non-Executive Advisors will be individuals with significant private sector and commercial experience to support and challenge the Economic Well-being Sub-Committee and work with the Portfolio Management Office to support the delivery of the North Wales Growth Deal. It is proposed that these two individuals would also act as Chair and Vice-Chair of the new Business Advisory Board and that they would attend the Economic Well-being Sub-Committee as advisors.
- 4.7. **Appendix 2** set outs the job roles for these individuals who will be appointed by the Board following a procurement process to be agreed with the Monitoring Officer.

5. FINANCIAL IMPLICATIONS

- 5.1. The Economic Ambition Board has approved the budget for 2025-26 and this includes provision to support a new Business Advisory Board and two Non-Executive Advisor posts. This budget will be transferred to the Corporate Joint Committee upon novation of the Growth Deal and therefore there are no additional financial implications arising from this report.

6. LEGAL IMPLICATIONS

- 6.1. The appointment of the Non-Executive Advisors is being undertaken in response to the recommendations of the assurance review. As a local authority the CJC and in the same way as the Councils is subject to constraints as to who may be members or co-opted members. Regulation 9A of the North Wales Corporate Joint Committee Regulations 2021 disqualifies holders of paid offices appointed by the CJC (in the corporate sense) from being co-opted members. There is no corresponding equivalent to the Company "Non-Executive Director".
- 6.2. In order to respond to the requirements of the Governments and appoint to these roles the proposed services contract model offers the most appropriate pathway to secure the private sector input required. These roles will be procured in accordance with the CJC's Contract Procedure roles. They would act as consultant advisors to the CJC in relation to the Growth Deal and initially serve as Chair and Vice-Chair of the Business Advisory Board. As the report notes they would also be subject to requirements in relation to management of Conflicts of Interests and confidentiality as with the other members of the Business Advisory Board.

APPENDICES:

Appendix 1: Proposed Terms of Reference for the Business Advisory Body

Appendix 2: Job roles for Non-Executive Advisors

STATUTORY OFFICERS RESPONSE:

i. Monitoring Officer:

“I have had the opportunity to advise on the report and its appendices. No observations to add in relation to propriety.”

ii. Statutory Finance Officer:

“I can confirm the contents of paragraph 5.1. The budget which has been approved for 2025-26 contains provision for the Business Advisory Board and the Non-Executive Advisor posts. I have no further comments from the perspective of financial propriety.”

Ambition North Wales

Business Advisory Board Proposal

Status and Purpose

The Business Advisory Board will serve as an advisory body, represent the collective voice of businesses and employers across North Wales. Its primary purpose is to provide independent advice, support, guidance, and constructive challenge to Ambition North Wales (for the North Wales Corporate Joint Committee). The Board will work collaboratively with officers of the Corporate Joint Committee (CJC) on relevant matters relating to economic well-being, transport, and planning.

Aims

The Business Advisory Board will align its work with the overarching aims of Ambition North Wales, focusing on driving regional success through shared priorities.

The key aims of Ambition North Wales are to:

- Build a more vibrant, sustainable, and resilient economy in North Wales.
- Leverage regional strengths to boost productivity, tackle long-term challenges, and remove economic barriers, delivering inclusive growth for all.
- Promote scalable, inclusive and sustainable growth in alignment with the principles and goals of The Wellbeing of Future Generation (Wales) Act 2015

Remit and Responsibilities

The Board will provide the following:

- **Strategic advice:** Offer strategic private sector advice and guidance to Ambition North Wales on matters relating to economic growth including economic well-being, transport, planning and skills development in the region.
- **Project and Investment Review:**
 - Review and challenge project and investment proposals, including Growth Deal projects, to ensure alignment with agreed objectives and the delivery of tangible benefits to the region.
 - Focus on project concepts, business/sector needs, and delivery/benefit realisation rather than assessing the technical quality of business cases.
- **Priority Setting and Funding Support:** Assist Ambition North Wales in identifying priority projects for the region and exploring potential funding sources to support their delivery.
- **Private Sector Investment:** Provide advice on attracting and leveraging private sector investment into North Wales, including facilitating introductions to potential investors and creating opportunities for collaboration.
- **Promotion and Engagement:**
 - Support the promotion of existing initiatives, such as the Growth Deal, and foster engagement and participation from all key sectors in the development and delivery of regional initiatives.
- **Market Intelligence and Impact Evaluation:**
 - Independently gather and share market intelligence, evidence, and analysis to inform the work of Ambition North Wales.
 - Contribute to monitoring progress and evaluating the impact of regional projects and initiatives.
- **Advocacy:** Advocate for the work of Ambition North Wales within professional networks and beyond, leveraging all appropriate channels to raise the region's profile and attract opportunities.

Frequency of Meetings

The Business Advisory Board will meet bi-monthly, aligned with the schedule of the Economic Wellbeing Sub-Committee. Every alternate meeting will be held in person at a central location within North Wales. Meeting dates and times will be agreed upon in advance through a 12-month forward plan developed in consultation with the Chair.

Additional meetings, if required, will be conducted virtually.

Agendas outlining the items for discussion will be agreed between the Chair, Vice-Chair and Portfolio Director and will be circulated to members by the Portfolio Management Office no later than three clear working days prior to the meeting. (except in cases of urgency)

Secretariat

The secretariat role is provided by the Portfolio Management Office on behalf of Ambition North Wales.

Reporting

The Chair of the Business Advisory Board will submit a bi-annual report to the CJC detailing achievements, challenges, issues, and suggestions over the relevant period.

The views of the Business Advisory Board in relation to project/investment proposals and any other areas of specific consultation or engagement undertaken will be fully considered by Ambition North Wales when making decisions.

Chair and Vice-Chair

Ambition North Wales is seeking to appoint two Non-Executive Advisors to act as advisors to the Economic Wellbeing Sub-Committee. It is proposed that these two individuals initially act as Chair and Vice-Chair of the Business Advisory Board.

The Chair and Vice-Chair will work closely with the Chief Executive of Ambition North Wales, Portfolio Director and the Economic Wellbeing Sub-Committee, providing high-quality, relevant advice aligned with the Board's purpose and responsibilities.

In their roles, the Chair and Vice-Chair will represent the views and priorities of the Business Advisory Board to the CJC and will lead the forum in fostering and maintaining strong, collaborative relationships between Ambition North Wales, its Sub-Committees and the private sector.

Membership

The Business Advisory Board will comprise of approximately 10-15 members and is expected to reflect the diversity of North Wales's economy and population. Members should possess an outward-looking perspective and be well-connected beyond the North Wales region, enabling them to bring valuable expertise and potential investment into the area. Members will be appointed on two-year terms, with no individual (other than the Chair or Vice-Chair) serving more than two consecutive terms. Membership is voluntary and unpaid.

The board operates on a voluntary basis and membership collectively should:

- Represent the key sectors within the North Wales economy, with a minimum of one representative for each Growth Deal programme.

- Provide a balance between representatives of large enterprises and small and medium-sized enterprises (SMEs).
- Achieve geographical representation, ensuring members are drawn from across the whole of North Wales.
- Reflect the demographics of North Wales, striving for a diverse and inclusive membership.
- Include representation from the social enterprise, third/voluntary sectors.
- Incorporate representatives from other key regional business bodies.
- Include a representative from the Regional Skills Partnership.
- Include a political representative from Ambition North Wales.

An indicative membership is set out below alongside the appointment process. This may be amended from time to time with the agreement of the Economic Wellbeing sub-committee.

Membership	Appointment Process
Chair and Vice-Chair of Business Advisory Board	Appointed as Non-Executive Advisors by Ambition North Wales/CJC.
Ambition North Wales/CJC representatives (x2)	Chair and Vice Chair of the Economic Wellbeing sub-committee (tbc)
Business representatives (x8)	4 representatives to be appointed via public recruitment process by the CJC Chief Executive. 4 representatives to be directly appointed by the CJC Chief Executive.
Regional Skills Partnership (x2)	Chair of Regional Skills Partnership and one nominated business representative from the partnership to be appointed by the CJC Chief Executive.
Other key regional business bodies (x3) e.g. North Wales Business Council, West Cheshire and North Wales Chamber of Commerce, Investment Zone (TBC)	Nominations to be invited and then appointed by the CJC Chief Executive.

For those representative to be appointed by public recruitment process this will include an open call for applications will be used to seek CVs from suitable candidates. These will be assessed by Ambition North Wales against the criteria above and will take into considerations any gaps on the Board at the time of recruitment.

All appointments apart from those appointed/nominated by the CJC as set out above will be made by the CJC Chief Executive. In making these appointments, the CJC Chief Executive will consult with the Growth Deal SRO, Portfolio Director, Monitoring Officer as well as the Chair and Vice-Chair of the Business Advisory Board.

Members will be required to update their details with Ambition North Wales on a quarterly basis, including and membership may be terminated where individuals' circumstances change or a significant conflict or matter impacting on the reputation of Ambition North Wales is disclosed.

Code of Conduct and Confidentiality

All Business Advisory Board members will be required to agree to a Code of Conduct and Confidentiality statement setting out the expectations of the Board as representatives of Ambition North Wales and how to deal with any confidential information that may be shared with them during their time on the Board. This model is currently in place for the existing Business Delivery Board.

Conflict of Interest

The Business Delivery Board will be part of the governance arrangements for the economic wellbeing function of Ambition North Wales. It is expected that all members will be of good standing and will conduct themselves in a way which supports and maintains the reputation of Ambition North Wales, its members and partners and do not bring them into disrepute.

All Business Advisory Board members will be required to agree to and comply with a Conflicts of Interests Policy and Confidentiality statement setting out the expectations of the Board as representatives of Ambition North Wales and how to deal with any confidential information that may be shared with them during their time on the Board. This model is currently in place for the existing Business Delivery Board.

Budget

A limited budget will be agreed annually between Ambition North Wales, the Chair and Vice-Chair based on an agreed proposal to support any events or pieces of work the Board may wish to have commissioned in line with the terms of reference. Any work to be commissioned will need to be agreed with the Portfolio Director in advance and will be procured or commissioned by the Portfolio Management Office on behalf of the Business Advisory Board.

Ambition North Wales

Non-Executive Advisor

The Opportunity

Ambition North Wales is recruiting for two Non-Executive Advisors from the private sector to provide strategic advice and challenge to support the delivery of the North Wales Growth Deal and **on the economic well-being function of the North Wales Corporate Joint Committee (CJC), specifically through** support to our Economic Wellbeing sub-committee and Business Advisory Board.

These roles offer a unique opportunity to contribute to the successful delivery of the North Wales Growth Deal and other transformative regional investment programmes aimed at creating a vibrant and thriving economy.

This is an exciting time for Ambition North Wales as the planning and delivery of the Growth Deal transfers into the CJC, with the project work of the Growth Deal continuing and accelerating its delivery phase, and anticipated confirmation of a Freeport, and confirmed Government support in the delivery of the Wrexham/Flintshire Investment Zone during 2025.

To help drive this momentum, the CJC is seeking two highly experienced individuals with a private sector experience to provide strategic support, challenge assumptions, and serve as advocates for Ambition North Wales. These individuals will be pivotal in helping us to realise our vision of creating a vibrant, sustainable, and resilient economy in North Wales.

Role Description

The Non-Executive Advisors will be expected to undertake the following activities:

Economic Wellbeing sub-committee

- Act as Advisors to the Economic Wellbeing sub-committee.
- Provide strategic input and expertise to the CJC's economic well-being work programme, including strategy development, performance and risk management, Growth Deal delivery and business case assessment.

North Wales Growth Deal

- Work collaboratively with the Growth Deal's SRO, Portfolio Director and Portfolio Management Office to assess risks, address issues and identify opportunities to accelerate Growth Deal delivery.
- Challenge assumptions made by the Portfolio Management Office on project risks, timescales and impact to support delivery.
- Contribute to identifying other potential investment projects within the region.

Business Advisory Board

- Serve as Chair and Vice-Chair of the Business Advisory Board
- Represent the views of the Business Advisory Board at the Economic Wellbeing Sub-Committee.

Engagement and Advocacy

- Engagement with projects sponsors, partner organisations and both UK and Welsh Government to expedite the delivery of current projects and identify new investment opportunities.
- Promote Ambition North Wales and regional opportunities through existing networks and seek out opportunities to enhance and broaden networks.

Candidate Requirements

We are seeking candidates who meet the following criteria.

- A demonstrable and current track record in the leadership of a sizeable business, preferably in the North Wales area, or with demonstrable knowledge and understanding of the key industries and economic opportunities.
- Well-connected with established, active links to other businesses and/or Welsh and UK Governments, with the ability to influence and advocate for Ambition North Wales at the most senior levels.
- Be of good standing and reputation.
- A clear strategic vision combined with excellent communication and leadership skills.
- The successful individual will ideally need to have:
 - Strong personal authority, gravitas, and the ability to inspire confidence.
 - A proven track record of successful delivery and expertise in commercial negotiations
 - High business acumen and the ability to navigate complex business environments.
 - Significant senior-level experience in a private sector business
 - Experience of public/private partnership working and a proven ability to build partnerships that drive value.
 - The ability to foster collaboration across partners and sectors, actively managing relationships with diverse stakeholders to secure understanding and commitment.
 - Extensive personal and professional networks
 - A strong understanding of the North Wales economy.

Successful Candidates will be expected to sign up to a Conflicts of Interest and Confidentiality Policies .

Time commitment and Remuneration

These are paid consultancy positions with a remuneration package of up to £50,000 per annum including expenses and subject to an agreed day rate and number of days per month over an initial two-year period.

There is an expectation that the appointed Non-Executive Advisors will be able to commit the equivalent of 2-5 days per month (to be agreed on appointment), with availability for Board and Sub-Committee dates.

The time commitment is expected to cover the activities set out in the role description.

How to apply

Expressions of interest are encouraged by contacting the SRO and Portfolio Director.

[Note: The procurement process for appointing these advisors as consultants is to be confirmed with the Monitoring Officer.]

NORTH WALES CORPORATE JOINT COMMITTEE

21 March, 2025

TITLE: Contract Procedure Rules

AUTHOR: Iwan Evans, Monitoring Officer

1. DECISION SOUGHT

- 1.1. To adopt the amendments to the Contract Procedure Rules and that the Constitution be updated accordingly.
- 1.2. To delegate to the Monitoring Officer the power to make the following minor variations to the Constitution: (a) legal or technical amendments that do not materially affect the Constitution (b) changes required to be made to remove any inconsistency, ambiguity or typographical error (c) wording so as to put into effect any decision of the CJC or its sub-committees or officer exercising delegated powers (d) changes required to reflect any changes to job or role titles

2. REASON FOR THE DECISION

- 2.1. The CJC adopted its Contract Procedure Rules in May 2023. The Procurement Act 2023 has since come into force on 24 February 2025, along with specific procurement responsibilities and duties on public sector organisations in Wales further to the Social Partnership and Public Procurement (Wales) Act 2023. In light of this recent legislation the Contract Procedure Rules have been reviewed and updated and require adopting into the CJC's Constitution.

3. BACKGROUND AND RELEVANT CONSIDERATIONS

- 3.1. Following the United Kingdom leaving the European Union the UK Government has undertaken a review of legislation related to public sector procurement, which has led to the coming into force of the Procurement Act 2023. In addition, the Welsh Government has passed the social Partnership and Public Procurement (Wales) Act 2023 which places more responsibilities and duties on public sector organisations in Wales who are involved in procurement, including the CJC.
- 3.2. The purpose of the Contract Procedure Rules is to set out the process the CJC should follow when carrying out a procurement exercise, and in particular a procurement exercise which does not fall under the Act or Regulations. The Rules set out the different methods and when they should be used. The Rules need to be updated to reflect the change in procurement legislation and to ensure compliance by reviewing the CJC's procurement processes. It is also an opportunity to ensure that the Contract Procedure Rules are flexible enough to allow officers to carry out procurement practice in the most efficient and effective way. The principles and objectives that must underlie the awarding of a public contract are that contracting authorities must have regard to delivering value for money, maximising public benefit, transparency and acting with integrity

The key takeaway points are:

- changes in the terminology to reflect what is in the Act
- internal thresholds remain the same
- change to the procedures accordingly to open, competitive flexible and direct award
- a new consideration to social value, but not included is the weight to be applied
- change to standstill process and notice for award of more than £30k
- at least 2 people with relevant expertise on the evaluation team
- the choice to award a contract changed from most economically advantageous tender, to most advantageous tender

3.3. By ensuring appropriate control in any procurement exercise leads to value for money for the CJC, and in reviewing and amending the Rules the CJC minimises the risk of legal challenge for failing to comply with the legislation, or criticism from auditors and regulators.

APPENDICES:

Appendix 1: Contract Procedure Rules

STATUTORY OFFICERS RESPONSE:

i. **Monitoring Officer:**

Author of the report.

ii. **Statutory Finance Officer:**

The Contract Procedure Rules need to be updated to reflect the latest legislative requirements. I support the Decision Sought from the perspective of the proper financial administration of the Corporate Joint Committee.

SECTION 10

10. CONTRACT ~~PROCEDURE STANDING ORDERS AND PROCUREMENT~~ RULES

10.1 INTRODUCTION

- 10.1.1 Procurement is the process by which the Corporate Joint Committee (“CJC”) manages the acquisition of all its Goods, Services and Works. ~~Upon it includes the~~ identification of need, ~~it includes~~ consideration of options, ~~the actual~~ procurement process and the subsequent management and review of the contracts.
- 10.1.2 These Contract ~~Procedure Rules~~ (‘CPRs’) ~~Standing Orders and Procurement Rules~~ ~~cover the procurement activities of the CJC that are not governed by the Procurement Act 2023 (‘Act’) and the Procurement (Wales) Regulations 2024/782 (‘Regulations’).~~ ~~Compliance with the Act and the Regulations is a strict legal requirement upon the CJC, and it is not open to the CJC to waive compliance of these for procurements.~~ ~~provide a corporate framework for the procurement of all Goods, Services and Works for the Council. The Rules are designed to ensure that the CJC obtains value for money and the required level of quality and performance in all contracts let and that all procurement activity is conducted with openness, probity, and accountability.~~
- 10.1.3 ~~These CPRs apply to procurements that are to be commenced on or after 24 February 2025. Any contracts awarded under previous legislation will continue to be managed under that legislation until such a time as the contract ceases to exist. In all its procurements the CJC must comply with the based principles of non-discrimination, equal treatment, transparency, mutual recognition and proportionality and these rules are designed to ensure compliance with the same.~~
- 10.1.4 Procurement by the CJC is governed by the Act and Regulations. The law requires all CJC procurement and contracting to be conducted transparently, fairly and in a non-discriminatory manner. In the event of statutory or other legal requirements exceeding the requirements contained within these CPRs, then statute shall take precedence over nay provisions within these CPRs.
- 10.1.5 The Act sets out the following objectives for the procurement of contracts: delivering value for money, maximising public benefit, sharing information for the purpose of allowing suppliers and others to understand the authority’s procurement policies and decisions, and acting and being seen to act, with integrity (the ‘Procurement Objectives’).

10.1.6 In addition, the CJC shall have regard to particular participation barriers which may face small and medium sized enterprises and consider whether such barriers can be removed or reduced.

10.1.7 In all its procurements the CJC must comply with the basic principles of non-discrimination, equal treatment, transparency, mutual recognition and proportionally and these rules are designed to ensure compliance with the same.

10.2 DEFINITIONS AND INTERPRETATIONS

10.2.1 In these Rules the following definitions apply:

- **Authorised Officers** means the holder for the time being of any post named in the Scheme of Delegation as having delegated powers and duties in respect of the procurement concerned.
- **Chief Officer** means any officer in the following categories of officer, Chief Executive, Corporate Director and Head of Department ~~or Senior Manager~~.
- **Contract** means any form of agreement (including, without limitation, official purchase orders) for the supply of Goods, provision of Services or carrying out of Works.
- **Contractor** means any contractor, supplier, or provider with whom the CJC enters into a Contract for the carrying out of works, provision of services or the supply of goods.
- Corporate Contract Register means a list of contracts given by the CJC.
- **Frameworks ~~Agreement~~** means an agreement between a contracting authority (CJC) and one or more suppliers~~with one or more Contractors~~, the purpose of which is to establish the terms (in particular with regard to price and quantity) governing a contract or contracts to be awarded during the period for which the framework ~~agreement~~ applies.
- **Goods** covers all the goods, supplies, substances and materials that the CJC purchases, hires or otherwise obtains.
- **Grant and Grants** a sum of money paid or to be paid by the CJC to a third party, and in respect of which the CJC does not require the grantee to provide the CJC with any services, goods or carry out any works for the CJC's direct benefit. The Grant may be conditional (i.e. obligation to spend the Grant in a particular manner, to account for that spend and repay the Grant if the Grant conditions are breached).
- **ITT** means an invitation to submit a Tender.

- **Light Touch Contract** means a proposed contract for the provision of certain social or other specific services listed in Schedule ~~13~~ of the Regulations.
- **Procurement** means the process by which the CJC manages the acquisition of all its goods, services and works. It includes the identification of need, consideration of options, the actual procurement process and the subsequent management and review of the contracts.
- **Procurement Manager** means ~~the CJC's Gwynedd Council's~~ Procurement Manager or any officers under his/her supervision or management who are given delegated powers to carry out any of the obligations, duties or activities required to be performed by him/her under these Rules or to act in his/her absence.
- **Procurement Process** means the procurement process spans the whole life cycle, from identification of needs, options appraisal, ~~conditions of participation~~ supplier selection, award and contract management through to the end of a contract or the end of the useful life of the asset, or disposal of the asset.
- **Rules** means these Contract ~~Standing Orders and~~ Procurement Rules.
- **Services** includes all services, which the CJC purchases or otherwise obtains including advice, specialist consultancy work, agency, staff, etc.
- ~~Negotiated Procedure whereby the CJC has negotiated the terms of the Contract with one or more providers, Contractors or suppliers selected by it.~~
- **Regulations** means the Procurement (Wales) Regulations 2024 ~~Public Contracts Regulations 2015~~ and any amendment or re-enactment thereof.
- **Tenderer/Tenderers.** Individual, individuals, partnerships, companies, or other bodies invited to submit quotes/tenders, prices for providing the CJC with services, supplying goods or carrying out works.
- ~~Variant Bid means an offer/bid which contains variants on the requirements specified by the CJC in its procurement documentation.~~
- **Variation and Variations** means any alterations to a contract, including additions, omissions, substitutions, alterations, or changes of any other nature.
- **Works** includes all works of new construction and repairs in respect of physical assets (buildings, roads, etc.) including all those activities constituting works for the purposes of the Regulations.
- **Written** means in writing or in a "written" electronic form.

10.2.2 All values referred to in these Rules are exclusive of VAT.

- 10.2.3 Any dispute regarding interpretation of these Rules shall be referred to the Monitoring Officer for resolution.
- 10.2.4 These Rules shall be read in conjunction with the CJC's Constitution as a whole and in particular the CJC's Financial Procedure Rules, which must be complied with.
- 10.2.5 The Procurement Manager shall undertake a formal review of these Rules at least every two years and advise the Monitoring Officer of any changes needed.

10.3 COMPLIANCE WITH THESE RULES

- 10.3.1 These Rules must be followed when dealing with any CJC Procurement except for those Procurements and other matters referred to in Rule 10.4.
- 10.3.2 Every Procurement undertaken by the CJC or any other party on its behalf must comply with:
 - (a) all relevant statutory provisions.
 - (b) where applicable the Regulations.
 - (c) the CJC's Constitution.
 - (d) the CJC's strategic objective and policies including the Corporate Procurement Strategy.
 - (e) the CJC's Sustainable Procurement Policy; and
 - (f) the guidance on the Procurement Unit Intranet Site.
- 10.3.3. The Procurement Manager may from time-to-time issue procurement guidance. Chief Officers must ensure that employees in their Service are aware of such guidance and should ensure compliance.
- 10.3.4 Any failure by an officer to comply with any provision of these Rules may result in disciplinary action.

10.4 EXEMPT CONTRACTS ~~EXCEPTIONS TO THE RULES~~

- 10.4.1 ~~These Rules do not apply to:~~ Exemptions are where the CPRs are suspended entirely. The following contracts are exempt from the requirements of these CPRs:

- i. Internal purchases or service provision;
- ii. Vertical arrangements, i.e. a public contract awarded by the CJC to a legal person controlled by the CJC and which carries out at least 80% of its activities for the CJC;
- iii. horizontal arrangements, where two or more contracting authorities genuinely

- cooperate with each other to meet public service obligations that each is entrusted to perform;
- iv. utilities contracts between a utility and a relevant joint venture to which that utility is party, where the joint venture was formed for the purpose of carrying out that utility activity for at least three years and the parties to the joint venture are committed, by way of written agreement to continue to be parties to the joint venture for a period of three years following the date of that agreement;
 - v. Contracts relating solely to the acquisition, by whatever means, of land, buildings or any other complete work (i.e., a functioning structure that results from the carrying out of works), or of an interest in or right over any of them (with the exception of development agreements);
 - vi. Contracts for the acquisition, development, production or co-production of material intended for broadcast (by any means) by a contracting authority to the general public;
 - vii. Contracts to facilitate the provision to the general public of an electronic communications service (within the meaning of s.32 of the Communications Act 2003);
 - viii. contracts for the provision to a contracting authority of arbitration, mediation or conciliation or other similar services;
 - ix. contracts for the provision of Exempt Legal Services;
 - x. financial services – contracts for the lending of money in any currency to a contracting authority;
 - xi. contracts of employment or worker’s contracts;
 - xii. contracts for the provision of research and development services;
 - xiii. international agreements and organisations;
 - xiv. any contracts that a contracting authority determines should not, in the interests of national security, be subject to this Act;
 - xv. award of Grants (Grants are not regulated by public procurement law as they are not public contracts. However, they are regulated by the rules on state aid and by general public law controls relating to fiduciary duty and proper spending of public money as well as specific conditions which may include procurement requirements);
 - xvi. individual orders placed under contracts which provide for orders to be placed against agree schedules of rates, or under a measured term contract or under a Framework, provided that such contracts or Framework have been let by the Council in accordance with these Rules;
 - xvii. individual orders placed under Crown Commercial Service and or Welsh Government let Framework or other public sector Framework where the CJC is permitted to place orders under such agreements;
 - xviii. contracts for services entered into in pursuance of powers under the National Health Services and Community Care Act 1990 and the Children Act 1989 for the benefit of an individual;
 - xix. instructions and briefings issued by or on behalf of the Monitoring Officer to Counsel. The Monitoring Offices will make arrangements to ensure that a record is kept of all such instructions or briefs together with a record of Counsel’s fee;
 - xx. Goods, Services and Works procured by another public body on behalf of or for the joint benefit of the CJC and other parties (i.e. a collaborative procurement agreement such as contracts awarded via the National Procurement Service etc.) and provided that in such case, the other public body's procurement/contract rules, all UK procurement law requirements, and the Procurement Objectives have been complied with. The advice of the Procurement Manager must be sought before placing reliance

- on any such arrangement;
xxi. Individual “De-minimus” contracts within the CJC’s public transport support budget up to an aggregated maximum of 40% of that budget.

10.4.2 Where the CJC procures health care services as described and provided for in Schedule 1 of the Health Services (Provider Selection Regime)(Wales) Regulations 2024 (‘PSR’), such procurements shall be carried out in accordance with the PSR and not the Act or Regulations.

10.5 COUNCIL-WIDE FRAMEWORKS ~~AND DYNAMIC MARKETS ARRANGEMENTS~~

10.5.1 Where available, use must be made of the CJC’s existing corporate purchasing and Framework ~~Agreements~~ let or a Dynamic Market in accordance with these Rules, unless in exceptional circumstances the Procurement Manager has agreed otherwise. The Corporate Procurement Unit maintains a register of such agreements and can provide advice on their use.

10.6 ESTIMATING THE CONTRACT VALUE

10.6.1 The general rule for estimating the value of a contract includes a calculation taking into account:

- The value of any goods, services or works providing by the contracting authority under the contract other than for payment;
- Amounts payable if an option to extend or renew the term of the contract was exercised;
- Amounts representing premiums, fees, commissions or interest that could be payable; and
- amounts representing prizes or payments that could be payable to participants in a procurement; and
- inclusive of VAT.

~~No works or requirements for goods or services may be artificially split to avoid compliance with UK procurement law or these Rules.~~

10.6.2 ~~The estimated value of a Contract/procurement exercise shall be — the expects to be payable under the Contract.~~ No works or requirements for goods or services may be artificially split to avoid compliance with UK procurement law or these Rules.

10.6.3 In determining the value of the total consideration, which the CJC expects to pay, the CJC shall, where relevant, take account of:

- any form of option
- the term/period of the proposed Contract
- any rights to renew the Contract/extend the Contract period

- (d) any price, payment, premium, fees, commission, interest, or other form of remuneration payable under the proposed Contract or in respect of the proposed procurement.
- 10.6.4 In determining the value of any Contract for the hire of Goods, if the term of the Contract is indefinite or uncertain at the time the Contract is entered into, then the value shall be taken as equating to the value of the monthly consideration multiplied by 48.
- 10.6.5 In determining the value of any Contract for the provision of Services or carrying out of Works, if the term of the Contract is indefinite or uncertain at the time the Contract is entered into then the value shall be taken as equating to the value of the monthly consideration multiplied by 48.
- 10.6.6 Where the CJC has requirements over a period of time for Goods and Services where the contracts have similar characteristics and the Goods and Services are of the same type, and enters into a series of contracts or a contract which is renewable, then the estimated value shall be calculated by the total spend on such matters over the last 12 months or projected estimated spend for next 12 months, whichever is the greater. In estimating this value, the advice of the Procurement Manager must be sought, ~~and regard had to provisions of Regulation 6 of the Regulations.~~
- 10.6.7 For Framework Agreements, or similar, without a known annual expenditure but with duration exceeding one year, the number of years duration will be multiplied by the likely annual expenditure and must be determined in consultation with the Procurement Manager. The maximum period now permitted under the UK Procurement Rules for Frameworks ~~s -Agreements~~ is 4 years, unless there are clear justifications for this, which must be set out in the Tender Notice or Transparency Notice relating to the Framework.
- 10.6.8 Open Frameworks must be valued by including the value of all Frameworks that could be awarded under the Open Framework and therefore the value of all contracts that could be awarded under each of the Frameworks in the scheme.
- 10.6.9 Concession contracts are to be valued differently. Concession contracts should be valued by way of estimating the maximum amount the supplier could expect to receive, taking account of a similar non-exhaustive list of variables in the general rule, with certain modifications more pertinent to concession contracts, such as amounts received on the sale of assets held by the supplier under the concession contract.
- 10.6.10 If a contract value cannot be estimated, then the contract is deemed to be valued as above threshold.

10.7 CONTRACTS UNDER £50,000 (Quotations)

- 10.7.1 Where possible, goods, services and works must be obtained via existing corporate Frameworks ~~Arrangements~~, standing lists or consortia arrangements.
- 10.7.2 Where there are no existing approved arrangements, the following number of quotations must be sought and evidenced in accordance with Rules 10.7.3 or 10.7.4.
- (a) Up to £5,000 require only one quotation.
- (b) Between £5,000 and £50,000 require three quotations.
- 10.7.3 For Procurements up to £5,000 the quotation obtained must be in writing in order that best value and the integrity of the process can be demonstrated. This information must be retained by the Service.
- 10.7.4 For Procurements of £5,000 to £50,000 records will be kept detailing which Contractors were selected to quote, to whom the Contract was awarded and the reasons for so doing (lowest price or offer which represents best value to the CJC and why), so that best value and the integrity of the process can be demonstrated. The confidentiality of quotes will be maintained until the contract has been awarded. This information must be retained by the Service. It is important to appreciate that Contractors must be informed of how their quotations will be evaluated and this information should be set out when Contractors are asked to quote.
- 10.7.5 Where similar goods, services and works are regularly required, and arrangements described in Rule 10.5 ~~7.4~~ are not available, consideration must be given to awarding a framework ~~arrangement~~ and the advice of the Procurement Manager must be obtained.
- 10.7.6 Where goods, services or works are regularly procured from a single ~~—~~particular supplier under this Rule and the aggregated value of those contract exceed £50,000 in any financial year, the matter must be reported by the Head of Department to the Procurement Manager who will undertake a review of the arrangements with regard to ensuring compliance with these Rules and the ~~CJC's councils~~ Policies and Strategies.

10.8 CONTRACTS VALUED ABOVE £50,000 (TENDERS)

- 10.8.1 For procurements with an estimated value of more than £50,000 at least three written tenders must be invited.
- 10.8.2 For the rules as to: Pre-qualification, Invitation to Tender, Receipt of Tenders, Custody and Opening of Tenders, Tender Evaluation, ~~Post Tender Negotiation~~, Evaluation Team, Risk and Awarding Contracts, see rules 10.12 ~~– 10.13, 10.18, 10.20 – 10.24 to~~ ~~10.25~~.

10.8.3 The Corporate Procurement Unit shall maintain a Corporate Contract Register which will record to whom contracts are awarded and the procurement route following in each case. The Authorised Officer must provide the Corporate Procurement Manager with all required information to facilitate this.

10.8.4 All tenders must use a tender reference number and advise the Corporate Procurement Unit of this number.

10.9 CONTRACTS TO WHICH THE REGULATIONS APPLY

10.9.1 In the case of procurements that fall to be dealt with under the Regulations:

- (a) tenders will be invited in accordance with the requirements of the said directives and Regulations for the time being in force; and
- (b) such ~~Act~~directives and Regulations will take precedence over these Rules.
- (c) such ~~Act~~directives and Regulations include requirements which are over and above the requirements set out in these Rules.

10.9.2 Advice and guidance on whether a particular procurement is subject to the Regulations can be obtained from the Procurement Manager and Monitoring Officer.

10.9.3 The current thresholds, as of the 1st of January 2022 are:

- ~~Supplies and Services~~ £214,9043,477
- ~~Subsidised Services Contracts~~ ~~pplies~~ £214,9043,477
- Works £5,372,60936,937
- Light Touch Contract for Services £663,540

The value of a procurement must now be calculated inclusive of VAT as per the Procurement Policy Note 10/21 ~~and 11/23~~.

The thresholds change every two years and are due to change again on the 1st of January 20264.

~~10.9.4 The Corporate Procurement Unit is responsible for collation and submission of statistical returns in accordance with Regulation 40 of the Regulations and will make the necessary arrangements for information to be collected annually. Heads of Service shall comply with these arrangements.~~

10.10 CONSULTANTS

10.10.1 Any consultants used by the CJC shall be appointed in accordance with these Rules. Where the CJC uses Consultants to act on its behalf in relation to any procurement, then the relevant Head of Service shall ensure that the consultants carry out any procurement in accordance with these contract procedure rulesstanding orders. No consultant shall make a decision on whether to award a contract or to whom a contract should be awarded. The relevant Head of Service shall ensure that the consultant's performance is monitored.

10.11 NOMINATED AND NAMED SUB-CONTRACTORS

10.11.1 If a sub-contractor, supplier or sub-consultant is to be nominated or named to a main contractor, quotations or tenders must be invited in accordance with these RulesStanding Orders and the terms of the invitation shall be compatible with the main contract.

10.12 PRE QUALIFICATION (Applies to all)

10.12.1 The CJC shall only enter into a Contract with a Contractor if it is satisfied as to the Contractor's competencies. The criteria for selecting Tenderers may include, but need not be limited to:

- (a) Technical or professional competence and experience including qualifications.
- (b) Health and Safety.
- (c) Quality including certification by official quality control institutes or agencies of recognised competence and or attesting conformity to quality assurance standards and or measures or equivalent bodies or standards.
- (d) Financial and economic standing including appropriate insurance provisions.
- (e) Sustainability, including environmental management measures, ~~and~~
- (f) Evidence as to whether they are unsuitable on grounds, e.g. of bankruptcy, criminal conviction or failure to pay taxes.

(g) Welsh Language Measures

(h) Data Protection, and

(i) Ethical Employment and Safeguarding

- 10.12.2 Any procurements subject to the Regulations shall comply with the appropriate Regulations.
- 10.12.3 All Pre Qualification processes shall comply with the Procurement Objectives principles referred to in 10.1.~~72.1~~ above and any requirements as to Pre Qualification must be formulated so as to avoid breaching those principles.
- 10.12.4 All time limits for Pre Qualification processes shall be such as are reasonable having regard to the subject matter of the contract, the value of the contract and the Procurement Objectives. Treaty Principles.

10.13 THE INVITATION TO TENDER

- 10.13.1 These requirements apply to all invitations to Tender irrespective of value.
- 10.13.2 The invitation to tender must include details of the CJC's requirements for the particular contract including:
- (a) a specification of the Services, Goods or Works being procured and instructions on whether any variants are permissible.
 - (b) the procurement timetable including the tender return date and time, which shall allow a reasonable period for the applicants to prepare their tenders.
 - (c) the CJC's terms and conditions of contract.
 - (d) the evaluation criteria including attached weightings.
 - (e) the Form of Tender.
 - (f) pricing mechanism and instructions for completion.
 - (g) whether the CJC is of the view that TUPE will apply.
 - (h) form and content of method statements to be provided.
 - (i) rules for submitting of tenders.
 - (j) tender reference.
 - (k) any further information which will inform or assist Tenderers in preparing tenders.
- 10.13.3 Every Tenderer submitting a tender will be required to sign a declaration to the effect that:
- (a) they have not and will not inform any other person of the amount of their tender.

- (b) they have not fixed the amount of any tender in accordance with a price fixing arrangement.
- (c) they accept that the CJC is entitled to cancel the contract and to recover from them the amount of any loss resulting from such cancellation if it is discovered that there has been any corrupt or fraudulent act or omission by them which in any way induced the CJC to enter into the contract.
- (d) acknowledging that the CJC is not bound to accept the lowest or any tender submitted, that the tender exercise may be aborted at any stage during the tender process and that they tender at their own cost and expense.

10.13.4 All time limits for Tendering Processes shall be such as are reasonable having regard to the subject matter of the contract, the value of the contract and the Procurement Objectives Treaty Principles.

10.14 COMPETITIVE TENDERING PROCEDURE (OPEN PROCEDURE)

10.14.1 The CJC may chose to award a public contract to a supplier submitting the most advantageous tender ("MAT") in a competitive tendering procedure, which must take one of two forms

10.14.2 In the case of procurements not governed by the Regulations the CJC will publish a notice on the CJC's Sell2Wales website, ~~and, where appropriate having regard to the requirements of these Rules, at least one of the following — the local press, and any appropriate national press and/or trade journals in order to target the appropriate market for the particular contract.~~ The extent and nature of the publication shall be proportional to the value and subject matter of the Procurement and regard shall be had to the Procurement Objectives Treaty Principles.

10.14.3~~2~~ The advertisement shall contain details of the proposed contract and specify a time limit within which interested parties may express an interest in tendering for the contract. After the expiry of the deadline date for expressions of interest, the CJC shall send any party expressing an interest an ITT. The ITT shall specify the return date for tenders.

10.14.3 All Tenderers expressing an interest are invited to tender. In the case of procurements with an estimated value above £50,000 where fewer than three Tenderers have expressed an interest the Authorised Officer must, in consultation with the Procurement Manager, determine whether there is sufficient interest to demonstrate genuine competition before deciding to continue the Procurement.

10.15 OPEN TENDERING PROCEDURE (RESTRICTED PROCEDURE)

10.15.1 a single stage procedure under which any interested party can submit a tender. The decision to award the contract must be based solely on the single tender, subject to any disregarded tenders. This is a process where all providers interested in the contract and who have responded to an advertisement can submit tenders. All such tenders must be considered without any prior selection process. The conditions of participation and evaluation stages are carried out after the submission of the tenders.~~In the case of Procurements not governed by the Regulations, the CJC publishes a notice in accordance with Rule 10.14.1 above except that the notice shall state that a Restricted Procedure is being used.~~

~~10.15.2 Only those Tenderers selected by the CJC are invited to tender. Tenderers shall be only selected on the basis of the published Pre-Qualification criteria comply with Rule 10.12.~~

~~10.15.3 At least 3 Tenderers must be selected to tender. In the case of procurements with an estimated value above £50,000 where fewer than three Tenderers have expressed an interest or are competent to be invited to tender, the Authorised Officer must, in consultation with the Procurement Manager, determine whether there is sufficient interest to demonstrate genuine competition before deciding to continue the Procurement.~~

10.16 COMPETITIVE FLEXIBLE TENDERING PROCEDURE (NEGOTIATED PROCEDURE)

10.16.1 this procedure is non-prescriptive and allows the Council flexibility to design their own procurement process, to suit its specific needs and requirements. The Council must have regard to the Procurement Objectives and meet the procedural requirements applicable to the competitive tendering procedure, such as relating to time and transparency. The Council must decide who to award the contract to based on who the Council considers appropriate for the purpose of awarding the public contract.~~In the case of Procurements not governed by the Regulations the CJC publishes a notice in accordance with 10.14.1 above except that the notice shall state that a Negotiated Procedure is being used.~~

10.16.2 The Council must use the competitive flexible procedure where:

- it wishes to limit the number of suppliers before inviting tenders;
- when procuring under a dynamic market; and
- when reserving a public contract to Supported Employment Providers or Public Service Mutuals.

~~Only those Tenderers selected by the CJC are invited to negotiate. Tenderers shall only be selected on the basis of the published Pre-Qualification criteria complying with paragraph 10.12 of these Rules.~~

~~10.16.3 A competitive tendering procedure does not need to be used by the CJC where a Direct Award is justified in accordance with the Act or when awarding a public contract under a Framework.—At least 3 tenderers must be invited to tender. In the case of procurements with an estimated value above £50,000 where fewer than three tenderers have expressed an interest or are competent to be invited to tender, the Authorised Officer must, in consultation with the Procurement Manager, determine whether there is sufficient interest to demonstrate genuine competition before deciding to continue the Procurement.~~

~~10.16.4 In the case of procurements with an estimated value above £50,000 at least two officers, at least one of whom shall be a Head of Service or Senior Manager shall be present at all times during the negotiations.~~

~~10.16.5 The CJC shall keep proper records of all negotiations, and these shall be signed as such by all participants.~~

~~10.16.6 At all times during the negotiations, the CJC shall apply the Treaty principles.~~

~~10.16.7 The Negotiated Procedure shall only be used in the following circumstances:~~

~~(a) in the event that the procedure leading to award of a contract by the CJC using the Open Procedure, the Restricted Procedure or the Competitive Dialogue Procedure was discontinued because of irregular tenders; or unacceptable tenders but only if the original terms of the proposed contract offered in the discontinued procedure have not been substantially altered in the negotiated procedure;~~

~~(b) exceptionally, and in consultation with the Procurement Manager when the nature of the work or works to be carried out, the goods to be purchased or hired or the services to be provided under the contract or the risks attaching to them are such as not to permit prior overall pricing;~~

~~(c) in the case of a services contract, when the nature of the services to be provided, in particular in the case of financial services and intellectual services, such as services involving the design of work or works, is such that specifications cannot be established with sufficient precision to permit the award of the contract using the Open Procedure or the Restricted Procedure; or~~

~~(d) in the case of a works, when the work or works are to be carried out under the contract solely for the purpose of research, testing or development but not with the aim of ensuring profitability or to recover research and development costs.~~

~~10.16.8 In the case of Procurements not governed by the Regulations the CJC may negotiate a contract directly with a single contractor only in the following circumstances and, excepting the urgency provisions in (c) below, in the case of procurements with an estimated value above £50,000 the procedure may only be applied after prior written consultation with the Procurement Manager.~~

~~(a) in the absence of tenders, suitable tenders or applications in response to an invitation to tender by the CJC using the Open or the Restricted Procedure but only if the original terms of the proposed contract offered in the discontinued procedure have not been substantially altered in the Negotiated Procedure.~~

~~(b) when, for technical or artistic reasons, or for reasons connected with the protection of exclusive rights, the contract may be awarded only to a particular Contractor.~~

~~(c) when (but only if it is strictly necessary) for reasons of extreme urgency brought about by events unforeseeable by, and not attributable to, the CJC and there is insufficient time to invite tenders (in such event the Procurement Manager shall be advised of the use of the procedure as soon as reasonably practicable in all procurements with an estimated value above £50,000.00).~~

~~(d) in the case of a supply contract:~~

~~when the goods to be purchased or hired under the contract are to be manufactured solely for the purpose of research, experiment, study or development but not when the goods are to be purchased or hired with the aim of ensuring profitability or to recover research and development costs.~~

~~when the goods to be purchased or hired under the contract are required by the CJC as a partial replacement for, or in addition to, existing goods or an installation and when to obtain the goods from a supplier other than the supplier which supplied the existing goods, or the installation would oblige the CJC to acquire goods having different technical characteristics which would result in: incompatibility between the existing goods or the installation and the goods to be purchased or hired under the contract; or disproportionate technical difficulties in the operation and maintenance of the existing goods or the installation.~~

~~(e) for the purchase or hire of goods quoted and purchased on a commodity market;~~

~~(f) to take advantage of particularly advantageous terms for the purchase of goods in a closing down sale brought about because a supplier is subject to insolvency.~~

~~(g) in the case of a services contract, when the rules of a design contest require the contract to be awarded to the successful contestant or to one of the successful~~

~~contestants, provided that all successful contestants are invited to negotiate the contract.~~

10.17 EXTENSIONS TO CONTRACTS

~~10.17.1 This provides for the award of a public contract without using a competitive tendering procedure and the public contract is able to be placed with the supplier directly without competition.~~

~~10.17.2 There are limited circumstances in which the Council is permitted to award a public contract without first running a competitive tendering procedure. Officers should refer to the circumstances as set out in section 41 and Schedule 5 of the Act. These circumstances also apply to below-threshold Direct Awards~~

~~10.17.3 Before awarding a contract in this way, the council must consider whether the supplier is an Excludable Supplier, if so, the council will need to determine if it is appropriate for the supplier to be awarded the contract.~~

~~10.17.4 Paragraph 15 of Schedule 5 (Direct Award: User Choice Contracts) of the Act allows for Direct Award of a user choice contract provided certain conditions are met. User Choice Contracts are not suitable for a competitive tendering procedure due to the needs or preference of an individual. The council must also be of the view that it is in the best interests of the individual that the contract is not awarded under a competitive tendering procedure. User choice services should be delivered under Light Touch Contracts for the purpose of benefitting a particular individual and where the council is required to take into account the view of the individual or their carer as to who should supply the user choice services.~~

~~In the case of Procurements not governed by the Regulations the CJC may use the Negotiated Procedure in 10.16.8 above to negotiate a Contract extension directly with a single contractor only in the following circumstances and subject to the following conditions:~~

~~Condition 1~~

~~Where the value of the initial contract or the aggregated estimated value of the contract and any extension will be above £50,000.00 the decision must be taken in consultation with the CJC's Procurement Manger.~~

~~Condition 2~~

~~Where the value of the initial contract or the aggregated estimated value of the contract and any extensions will be above £100,000, the decision must be taken in consultation with the Head of Finance and Monitoring Officer.~~

~~(i) in the case of a works contract or a services contract when the CJC wants a Contractor which has entered into a works contract or a services contract with the CJC to carry out additional work or works or provide additional services which were not included in the project initially considered or in the original works contract or services contract but which through unforeseen circumstances have become necessary, and such work, works or services:~~

~~cannot for technical or economic reasons be carried out or provided separately from those under the original contract without major inconvenience to the Council; or~~

~~can be carried out or provided separately from those under the original contract but are strictly necessary to the later stages of the performance of that contract; and~~

~~provided that the aggregate value of the consideration to be given under contracts for the additional work, works or services shall not exceed 50 per cent of the value of the consideration payable under the original contract.~~

~~(ii) when the CJC wants a Contractor which has entered into a works contract or a services contract with the CJC to carry out new work or works or provide new services which are a repetition of the work or works carried out or the services provided under the original contract and which are in accordance with the project for the purpose of which the first contract was entered into on condition that:~~

~~the published notice relating to the original contract stated that a works contract or a services contract for the new work, works or services which would be a repetition of the work or works carried out or the services provided under the original contract may be awarded using the negotiated procedure in accordance with Rule 10.16.8~~

~~in determining the estimated value of the original contract for the purposes of paragraph 10.6, the CJC took into account the value of the consideration which is expected to be payable for the new work, works or services; and~~

~~the procedure for the award of the new contract is commenced within 3 years of the original contract being entered into.~~

~~10.18 TENDERING PROCEDURE (COMPETITIVE DIALOGUE)~~

~~10.18.1 In particular complex contracts where the CJC is not able to either:~~

~~define the technical means of satisfying its needs or objectives, or~~

~~specify either the legal or financial make up of a project or both and consider that neither the open restricted or negotiated procedure will allow the award of the contract, the competitive dialogue procedure may be used.~~

~~10.18.2 The CJC publishes a notice. Only those tenderers selected by the CJC are invited to be part of the competitive dialogue process. Tenders are selected on the basis of the criteria set out in the Contract Notice. The notice shall state that the competitive dialogue procedure is being used.~~

~~10.18.3 Minimum of three tenderers should be invited to take part in the competitive dialogue process following publication of the Notice. Where fewer than three tenderers have expressed an interest or are competent to be invited to tender the Authorised Officer must, in consultation with the Procurement Manager, determine whether there is sufficient interest to demonstrate genuine competition before deciding to continue the procurement.~~

~~10.18.4 At least two officers, at least one of whom shall be a Head of Service or Senior Manager shall be present at all times during the competitive dialogue process.~~

~~10.18.5 The CJC shall keep proper records of all discussions, and these shall be signed as such by all participants.~~

~~10.18.6 At all times during the competitive dialogue process, the CJC shall consider and implement the principles of fairness, confidentiality, nondiscrimination, equal treatment and transparency.~~

~~10.18.7 The competitive process of dialogue procedure will not be used for contract with an estimated value of below the Regulations thresholds.~~

10.189 RECEIPT, CUSTODY AND OPENING OF TENDERS

10.189.1 Invitations to tender must clearly set out the latest tender return date and time.

10.189.2 All tenders must be returned using the official envelope or official returns labels and the exterior of the envelope may not be marked in any way which identifies the tenderer.

10.189.3 Tenders with an estimated value below £50,000 (if received by post in the official envelope or using the official tender return label) will be returned to the Head of Service. Tenders will be opened in the presence of two employees designated by the Head of Service of the relevant service as the case may be. Both employees must be independent to the letting of the Contract. When opened, all tenders will be recorded in a tender register and the tenders and register will be initialled and dated

by designated officers present at the time. A copy of such record shall be sent to the Procurement Manager.

10.189.4 Tenders with an estimated value above £50,000 must be addressed to the Monitoring Officer by post enclosed in the official envelope or using the official tender return label provided by the Council. The Monitoring Officer will be responsible for the receipt, custody and opening of such tenders. Tenders for the same procurement will be opened consecutively at the same session in the presence of two employees designated for the purpose. One employee will be nominated by the Monitoring Officer and the other employee will be nominated by the relevant Head of Service. Both employees must be independent to the letting of the Contract. When opened, all tenders will be recorded in a tender register and the tenders and register will be initialled and dated by designated employees present at the time. The opened tenders will then be sent to the evaluation officer.

10.189.5 Tenders received after the date and time for receipt of tenders will not be accepted.

10.1920 ELECTRONIC TENDERING

10.1920.1 With the agreement of the Procurement Manager, the tender process including invitation and receipt of tenders may be conducted electronically using the Council's eProcurement tools and the provisions of Rules 10.14 to 10.189 may be modified to facilitate this, provided that the electronic system used is approved by the Senior Manager Revenues and Risk.

10.1920.2 When requesting multiple quotations or tenders the use of personal or generic email addresses should be avoided to ensure that bids are received in accordance with opening procedures and that receipt of bids are correctly recorded.

10.201 TENDER EVALUATION

10.201.1 Tenders shall be evaluated in accordance with the evaluation criteria and weightings set out in the invitation to tender. All contracts, except contracts where lowest price was predetermined to be the appropriate criteria, shall be awarded on the basis of the offer which represents ~~the most advantageous tender~~ best value for money to the CJC ~~(most economically advantageous tender)~~ having regard to the evaluation criteria and weightings set. The evaluation criteria and weightings must be predetermined and listed in the invitation to tender documentation. In addition, the criteria and weightings shall be strictly observed (and remain unchanged) at all times throughout the contract award procedure. Guidance and assistance on relevant evaluation criteria can be obtained from Corporate Procurement Unit and ~~Monitoring Officer~~ Legal Unit.

10.204.2 The assessment criteria used shall be given a weighting representing a percentage of the total importance. A consideration to social value shall be included in the assessment criteria or otherwise specified in the requirements of the contract

10.20.3 If, after the tenders have been opened and examined, an error in computation of the tender is detected, the Tenderer will be given details of the error and the opportunity to confirm the tender submission as corrected or withdraw their tender.

10.20.41.3 At all times during any such clarification process the CJC shall consider and comply with the Procurement Objectives principles of non-discrimination, equal treatment, transparency, mutual recognition and proportionality, principles which apply to all the CJC's Procurements.

10.212 EVALUATION TEAM

10.212.1 For each Contract with an estimated value above £50,000 the Authorised Officer shall form an evaluation team ('Evaluation Team') with responsibility for evaluating tenders. The Evaluation Tam shall consist of at least two officers with relevant experience to successfully complete the evaluation. Written records of the evaluation must be kept.

10.232 RISK

10.223.1 For Procurements with an estimated above £50,000 the Authorised Officers shall carry out a risk assessment at the outset and thereafter maintain and update the same throughout the Procurement Process. The decision maker must be informed of any risks identified.

10.223.2 For Procurements with an estimated value of £50,000 or above, the Evaluation Team shall consider whether a performance bond and/or a parent company guarantee (if applicable) will be required from the preferred Supplier and where such a requirement arises ensure that it is included as a requirement of the procurement process.

10.223.3 For all Procurements the Authorised Officer shall consider the appropriate type (employee liability, public liability, professional indemnity, etc.) and level of insurance required for each contract and ensure that it is included as a requirement of the procurement process.

10.234 APPROVED LIST

10.234.1 Approved Lists can only be used where recurrent contracts of a similar type are likely but where such contracts need to be priced individually and cannot easily be aggregated and priced in a single tendering exercise. Approved Lists cannot be used for contracts where the estimated value is above £50,000.

10.234.2 No supplier may be entered on an Approved List until there has been an adequate investigation, having regard to Rule 10.12 into both their financial and their technical ability to perform the contract, unless such matters will be investigated each time bids are invited from that list.

10.234.3 Approved Lists must be drawn up after an advertisement inviting applications for inclusion on the list. The advertisement must be placed to secure the widest publicity among relevant suppliers. Persons may be entered on a list between the initial advertisement and re-advertisement provided the requirements of Rule 10.234.2 are complied with.

10.234.4 Approved lists of suppliers to Services shall be maintained in an open, fair and transparent manner and must be made available to the public on the CJC's website. Any request by an economic operator to be included on the list can be accommodated provided that they meet the requirements of Rule 10.234.2

10.24.5 The list must be reviewed at least annually and re-advertised at least every three years. On re advertisement, a copy of the advertisement must be sent to each person on the list, inviting them to reapply. Review means:

- (i) the reassessment of the financial and technical ability and performance of those persons on the list, unless such matters will be investigated each time bids are invited from that list.
- (ii) the deletion, with notice, of those persons no longer qualified, with a written record kept justifying the deletion.

10.245 AWARDING CONTRACTS

10.245.1 A Contract may only be awarded by an Authorised Officer. The Authorised Officer must ensure, prior to seeking such a decision that sufficient funds are in place to meet all contract payments and if any funding is being obtained from third parties that any conditions attaching to such funding have been complied with.

10.245.2 Where the Contract to be awarded has an estimated value of £250,000 or above the relevant ~~Cabinet~~ Member must within 5 working days of the date of award of the

contract be advised in writing of the award of the contract such notification to specify the subject matter, parties and value of the contract.

10.245.3 The CJC shall only award a Contract where it represents best value for money. A Contract shall only be awarded using the pre-determined tender evaluation criteria and weightings. Where a tender is to be evaluated on price only, the Contract must, subject to Rule 10.245.4 below, be awarded to the Tender submitting the lowest price.

10.245.4 If, in the opinion of the Authorised Officer, a Tender is considered to be abnormally low the Tender may be disregarded but only if:

- (a) the Authorised Officer has requested in writing an explanation of the Tender or of those Parts which it considers contribute to the offer being abnormally low.
- (b) taken account of the evidence provided in response to a request in writing; and
- (c) subsequently verified the Tender.

10.254.5 Save for exceptional circumstances, no Contractor should be asked to provide any Services, supply any Goods or carry out any Works (including preliminary Works) until the Contract is concluded or the Services, Goods or Works concerned are covered by a letter of intent. Any decision to the contrary must be made by the Head of Service for the service area concerned and such decision shall contain a full risk assessment as to the possible implications to the CJC of the Contractor being allowed to start before the contract terms and conditions have been finalised or a letter of intent issued.

10.254.6 Letters of intent shall only be used in exceptional circumstances, as follows:

- (a) Where a Supplier is required to provide services, supplies, or works prior to formal written acceptance by the CJCouncil; or
- (b) Where the CJC's form of tender does not include a statement that until such time as a formal contract is executed, the CJC's written acceptance of a tender shall bind the parties into a contractual relationship.

10.265 NOTIFICATION OF RESULTS AND ASSESSMENT SUMMARIES DE BRIEFING ALCATEL

Standstill Period

10.256.1 Once the evaluation has been completed, ~~contract award decision has been made~~, then save for the successful Tenderer, all those expressing an interest and tendering will receive an assessment summary: ~~standard regret letter containing details of:~~

- The award criteria and weightings.
- The score that the Tenderer obtained against those award criteria and weightings (where relevant).
- The overall score the winning Tenderer obtained; and
- The name of the winning Tenderer.

10.256.2 If any additional information is to be disclosed to Tenderers, must need in advance with the Procurement Manager, taking into account the requirements of any legislation relating to the disclosure of information.

10.256.3 The list of points where de-briefing may be appropriate includes:

- Conditions of participation~~selection~~: where the candidate is not selected (short listed) to take part in the tender process.
- award: where the Tenderer was not awarded the Contract after evaluation of proposals/tender. Such de-briefing should never be conducted before the contract award decision is made and all unsuccessful Tenderers have been formally notified of the same. It should be made clear that the de-briefing process cannot be used to change the choice of a Contractor or to re-open the selection process.
- If any potential supplier is asked to withdraw or withdraws during the Procurement. De-briefing will only be conducted at the request of the Contractor.

10.256.4 ~~The CJC may voluntarily enter into a standstill period, which should be for no less than 8 working days from the day on which the CJC Award Notice is published. If the award of a Contract is subject to the Regulations there must be a standstill period of a minimum of 10 calendar days between communicating the award decision to all Tenderers and conclusion of the Contract.~~

10.25.5 A standstill period is not mandatory where the CJC awards a public contract in accordance with a Direct Award under section 41 and section 43 of the Act; contracts awarded under Frameworks or Dynamic Markets; and Light Touch Contracts

10.25.6 A Contract Details Notice is a mandatory notice which must be published by the CJC each time a public contract is entered into. If the contract is a light touch contract, this must be published before the end of the period of 120 days beginning with the day on which the contract is entered into. Otherwise, the notice must be published before the end of the period of 30 days beginning with the day on which the contract is entered into. The Contract Details Notice must set out that the CJC has entered into a contract, and include the information contained in Regulation 32 (Contract Details Notices: Open or Competitive Flexible Procedure), Regulation 33 (Contract Details Notices: Frameworks), Regulation 35 (Contract Details Notices: Direct Award) or Regulation 36 (Contract Details Notices: Below-Threshold Contracts) of the Regulations (as applicable depending on the route the Council has taken) as amended from time to time.

10.267 COMPLETION OF CONTRACTS

10.267.1 With the exception of any Contract formed using a purchase order output on a CJC electronic purchasing system any Contract with an estimated value above £1050,000 must be:

- i. in writing.
- ii. made under the CJC's seal.

10.27.2 Contracts of £1050,000 and under in value must be made using:

- i. a purchase order generated by CJC electronic purchasing system, or
- ii. be an official order form produced by the CJCouncil, or
- iii. a written Contract.

10.278 CONTRACT MANAGEMENT

10.287.1 Once the Contract has been awarded the Authorised Officer must identify and nominate an individual who will manage the day to day aspects of the Contract for its term and if requisite to plan what will happen once the Contract comes to an end (plan for any new procurement exercise required).

10.287.2 The day to day management of the Contract shall include ——monitoring in respect of:

- i. performance
- ii. compliance with specification and contract terms

- iii. cost
- iv. any value for money/best value requirements
- v. user satisfaction, and
- vi. risk management.

10.278.3 Where the total value of the Contract exceeds £250,000 the Authorised Officer must make a written report to the Head of Service evaluating the extent to which the Contract is meeting the objectives set. This should be done normally when the Contract is completed but for term contracts such report should be prepared annually.

10.298 SOCIAL SERVICE CONTRACTS AND THE LIGHT TOUCH CONTRACT

10.289.1 Section 9 of the Act and Schedule 1 of the Regulations. There is a specific regulatory framework for procuring social service contracts and these are addressed for both contracts that fall under these Rules and the Regulations. Such contracts are in many ways different from contracts for construction work, office supplies and IT equipment.

~~The procurement of these types of contracts fall under the Light Touch Contract arrangements (Section 74 to 77 of the Regulations). The full list of services to which the light touch regime applies is set out in Schedule 3 of the Public Contracts Regulations 2015 (Annex A). The value thresholds where the Regulations apply are stated in section .9.3 of these Rules.~~

10.289.2 The light-touch regime (LTR) is a specific set of rules for certain contracts which include certain social, health, education and other public services, defined by Common Procurement Vocabulary (CPV) codes, and are subject to much more flexible procurement rules

10.28.3 At and above the threshold level, in the case of procurements where the Regulations apply, the mandatory requirements are:

- (a) Tender Advertising: The publication of a Planned Procurement Notice ~~Tender Notice (unless a direct award justification applies); contract notice or prior information notice, except where the grounds for using the negotiated procedure without a call for competition could have been used, for example where there is only one provider capable of supplying the services required.~~
- (b) The publication of a contract award notice following each individual procurement, ~~or if preferred, group such notices on a quarterly basis.~~
- (c) Compliance with Procurement Objectives of these CPRs ~~Treaty principles of transparency and equal treatment.~~

- (d) Conduct the procurement in conformity with the information provided in the Tender Notice or Planned Procurement Notice ~~or information notice~~ regarding: any conditions for participation; time limits for contacting or responding to the CJCouncil; and the award procedure to be applied.
- (e) Time limits imposed by the CJC on suppliers, such as for responding to adverts and tenders, must be reasonable and proportionate. There are no stipulated minimum time periods in the light touch regime rules, so the CJC should use its discretion and judgement on a case by case basis.

10.28.49.3 **Below-Threshold**

In the case of procurements where these Rules apply, being that the procurement falls below the light touch regime threshold, the main mandatory requirements are:

- (a) Below threshold procurement procedures should replicate other sections of these Rules to ensure value for money, the required level of quality and performance.
- (b) Where there are no existing approved arrangements, the following number of quotations should be sought and evidenced:
 - i. Up to £5,000 requires only one quotation.
 - ii. Between £5,000 and £50,000 requires three quotations preferably via S2W.
 - iii. An openly publicised and available procurement process should be conducted whilst seeking to invite at least three written tenders.
- (c) The flexibility of the light touch regime are utilised whilst also undertaking a procurement activity which is conducted with openness, probity and accountability.

10.28.59.4 Further considerations to social service contracts and the Light Touch Contract arrangements:-

10.28.5.19.5 Reserved Contracts ~~— Section 33 of the Act Regulation 77~~ provides for procurements for certain service contracts to be “reserved” to organisations that meet certain criteria. These contracts may run for a maximum period of 3 years. In essence, this means it is possible to run a competition in compliance with the new light-touch contracts regime of UK procurement rules where participation is limited to qualifying organisations such as mutual and social enterprises.

10.28.5.29-6 The same arrangement for awarding reserved contracts will apply for services below the threshold covered by the light touch regime.

10.28.5.39-7 Standstill Period - We will send a standstill notice and observe the standstill period for light touch procurements that fall under the Regulations as per the 'Guidance on the Standstill Period' ~~issued by The Crown Commercial Service which can be found on Procurement Act 2023 guidance: contract details notices | GOV.WALES~~

10.28.5.49-8 Contracts below the light touch regime threshold do not need observe a standstill period. However, the award of contracts should be undertaken in accordance with section 10.254 and the relevant sections of 10.265 of these Rules.

10.2930 WAIVERS OF CONTRACT PROCEDURE RULES

10.2930.1 A waiver may be agreed by the relevant ~~Cabinet~~ Member if he or she is satisfied after considering a written report by the appropriate officer, that the waiver is justified because:

- i. the nature of the market for the works to be carried out or the goods or services to be provided has been investigated and is demonstrated to be such that a departure from the requirements of ~~these Rules Contract Standing Orders~~ is justifiable, or
- ii. the circumstances of the proposed contract are covered by legislative exemptions; or
- iii. it is in the CJC's overall interests; or
- iv. there are other circumstances which are genuinely exceptional.

10.2930.2 A record of the decision approving a waiver and the reason for it must be kept and an entry made in the appropriate register.

10.2930.3 There is no power to provide a waiver in respect of the requirements of the Regulations.