

**DATED**

**2025**

**(1) NORTH WALES CORPORATE JOINT COMMITTEE  
(2) FLINTSHIRE COUNTY COUNCIL  
and  
(3) WREXHAM COUNTY BOROUGH COUNCIL**

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**INTER AUTHORITY AGREEMENT FOR THE OPERATION OF THE FLINTSHIRE  
AND WREXHAM INVESTMENT ZONE**

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THIS AGREEMENT IS MADE ON 2025

**BETWEEN:**

- (1) **North Wales Corporate Joint Committee** of Sam Mynach, Cyffordd Llandudno Conwy LL31 9RZ ("NWCJC"); and
- (2) **Flintshire County Council** of Tŷ Dewi Sant, St David's Park, Ewloe CH5 3FF ("Flintshire"); and
- (3) **Wrexham County Borough Council** of Guildhall, Wrexham LL11 1WF ("Wrexham")

together referred to as "the Authorities"

**WHEREAS:**

- A The Authorities have been awarded funding from the Investment Zone Programme to deliver projects in the Flintshire and Wrexham Investment Zone area.
- B The NWCJC has been designated the Accountable Body for the Investment Zone funding and will administer the funding on behalf of itself and the other Authorities.
- C The Authorities wish to ensure the efficient use of and distribution of Investment Zone funding in accordance with appropriate governance assurance and risk mitigation procedures.
- D This Agreement sets out how the Authorities will work together for the delivery of the Flintshire and Wrexham Investment Zone. It records:
  - (a) the key objectives of the Agreement;
  - (b) the principles of collaboration;
  - (c) the governance structures the Authorities will put in place; and
  - (d) the respective roles and responsibilities the Authorities will have during the Project.
- E Each Authority confirms to the other Authorities that it has the powers to enter into this Agreement and carry out its obligations.

**IT IS AGREED AS FOLLOWS:**

**1. Interpretation**

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

<b>"Accountable Body"</b>	the Authority who shall be responsible for receiving and distributing funds for and on behalf of the Authorities in relation to the Flintshire and Wrexham Investment Zone;
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<b>“Agreement”</b>	this agreement entered into by North Wales Corporate Joint Committee, Flintshire County Council and Wrexham County Borough Council;
<b>“Annex”</b>	an annex to this Agreement;
<b>“Applicable Law”</b>	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, any legislation to which the Legislation (Wales) Act 2019 applies, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which an Authority is bound to comply;
<b>“Authority Area”</b>	the administrative area of an Authority;
<b>“Authorities”</b>	North Wales Corporate Joint Committee, Flintshire County Council and Wrexham County Borough Council and “Authority” shall be construed accordingly;
<b>“Business Day”</b>	any day other than a Saturday or Sunday or a public or bank holiday in Wales;
<b>“Commencement Date”</b>	the date of this Agreement;
<b>“Confidential Information”</b>	all know-how and other information relating to the business, affairs or methods of all or any Authority and any other participant in the Flintshire and Wrexham Investment Zone and any applicant for funding from the Flintshire and Wrexham Investment Zone, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer-readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure;
<b>“Data Protection Law”</b>	any and all applicable laws or other similar instruments of general application and any other rules instruments or provisions in force from time to time relating to the processing of personal data and privacy applicable to the performance of this Agreement, including where applicable, the Data Protection Act 2018 and the UK GDPR as may be amended and any superseding legislation from time to time;

<b>“Deeside Gateway NNDR Site”</b>	the site identified for business rates retention covering the postcodes of CH5 2GG CH5 2LA CH5 2NL CH5 2JB and CH5 2LL;
<b>“Deeside Gateway Tax Site”</b>	the site identified for Tax Reliefs covering the postcodes of CH5 2GG CH5 2LA CH5 2NL CH5 2JB and CH5 2LL;
<b>“Economic Well-being Committee”</b>	the Economic Well-being Committee established by North Wales Corporate Joint Committee;
<b>“Flintshire and Wrexham Investment Zone”</b>	the investment zone established for the Authority Areas of Flintshire County Council and Wrexham County Borough Council in accordance with the Welsh Investment Zone Programme supported by the UK Government and the Welsh Government;
<b>“FOI Legislation”</b>	the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004;
<b>“Government Funding Agreements”</b>	the UK Government Memorandum of Understanding and the Welsh Government Funding Agreement;
<b>“Grant Agreement”</b>	a grant agreement between an applicant for funding and an Authority for funding from Flintshire and Wrexham Investment Zone which has been approved in accordance with this Agreement;
<b>“Information Request”</b>	a request for information pursuant to FOI Legislation;
<b>“Intellectual Property”</b>	patents, rights to inventions, copyright and related rights, trade-marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets), and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;
<b>“Investment Zone Programme Manager”</b>	the officer employed by the Accountable Body to manage the programme for the Flintshire and Wrexham Investment Zone Programme;
<b>“Investment Zones in Wales Technical Document”</b>	the guidance published by the UK Government on the approach to delivering investment zones in Wales;
<b>“Party”</b>	a party to this Agreement;

<b>“Senior Responsible Officer”</b>	the Chief Executive of North Wales Corporate Joint Committee;
<b>“Tax Reliefs”</b>	the tax reliefs available to qualifying businesses which includes up to 5 years NDR Relief 3 years eNIC Relief up to £3000 per year Land Transaction Tax Relief enhanced Structures and Buildings Allowances and Enhanced Capital Allowances;
<b>“UK Government Memorandum of Understanding”</b>	a memorandum of understanding entered into by NWCJC the UK Government’s Ministry of Housing Communities and Local Government and the Welsh Government;
<b>“Warren Hall Tax Site”</b>	the site identified for Tax Reliefs covering the postcodes of CH4 OEH and CH4 OEG;
<b>“Welsh Government Funding Agreement”</b>	a grant agreement entered into by NWCJC and the Welsh Government and any further agreements for the allocation of funding pursuant to the Welsh Government Funding Agreement;
<b>“Wrexham Industrial Estate NNDR Site”</b>	the site identified for business rates retention covering the areas of LL13 9RX LL13 9XW LL13 9UT LL13 9PY LL13 9PS and LL13 9QS;
<b>“Wrexham Industrial Estate Tax Site”</b>	the site identified for Tax Reliefs covering the areas of LL13 9RX LL13 9XW LL13 9UT LL13 9PY LL13 9PS and LL13 9QS.

- 1.2 References to any statute or statutory provision shall unless the context otherwise requires be construed as including references to any earlier statute or the corresponding provisions of any earlier statute whether repealed or not directly or indirectly amended consolidated extended or replaced by such statute or provision or re-enacted in any such statute or provision, and to any subsequent statute or the corresponding provisions of any subsequent statute directly or indirectly amending consolidating extending replacing or re-enacting the same, and will include any orders, regulations, instruments or other subordinate legislation made under the relevant statute or statutory provision.
- 1.3 The headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.4 A reference in this Agreement to any clause paragraph or annex is except where it is expressly stated to the contrary a reference to a clause or paragraph of or schedule to this Agreement.
- 1.5 Any reference to this Agreement or to any other document unless otherwise specified shall include any variation, amendment or supplements to such document expressly permitted by this Agreement or otherwise agreed in writing between the relevant parties.
- 1.6 Words preceding “include”, “includes”, “including” and “included” shall be construed without limitation by the words which follow those words unless

inconsistent with the context, and the rule of interpretation known as ejusdem generis shall not apply.

- 1.7 An obligation not to do, or omit to do, something shall be deemed to include an obligation not to permit (as far as is reasonably practicable) that thing to be done or omitted to be done.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural; and in the plural shall include the singular.
- 1.9 A reference to writing or written excludes fax but not email.

## **2. Commencement and Duration**

- 2.1 This Agreement shall commence on the Commencement Date and shall continue in force for a period of twenty five years from the Commencement Date unless terminated earlier.
- 2.2 The Authorities may agree to terminate the Agreement on terms agreed by all the Authorities.
- 2.3 Termination of this Agreement shall not affect any rights remedies obligations or liabilities of the Parties that have accrued up to the date of termination.

## **3. Key objectives**

- 3.1 The Authorities shall deliver the Flintshire and Wrexham Investment Zone to support projects to drive productivity business growth increased innovation and reduction of deprivation in the counties of Flintshire and Wrexham. The Investment Zone shall operate across the strategic themes of:
  - (a) Innovation.
  - (b) Skills.
  - (c) Infrastructure including Transport.
  - (d) Business Support.
- 3.2 The Authorities shall deliver the Flintshire and Wrexham Investment Zone to achieve the following outputs:
  - (a) Creation of 6,000 new jobs.
  - (b) Development of 5.5m sqft of new floorspace for the manufacturing sector.
  - (c) Establishment of a nationally significant cluster in composite manufacturing materials fabrication and innovation.
  - (d) Higher overall skills level in the manufacturing workforce.
  - (e) Significant uptake in the use of public transport options.



#### **4. Principles of collaboration**

The parties agree to adopt the following principles when delivering the Flintshire and Wrexham Investment Zone (Principles):

- 4.1 The Authorities shall collaborate and co-operate with each other to achieve the aims of the Flintshire and Wrexham Investment Zone and to ensure that Investment Zone funding is allocated with propriety and consistency. This shall include but not be limited to:
- (a) Adhering to the governance arrangements set out in this Agreement.
  - (b) Complying with their obligations under this Agreement.
  - (c) Complying with the Investment Zones in Wales Technical Document as published and amended by UK Government from time to time.
  - (d) Complying with all relevant legal requirements and best practice.
  - (e) Sharing information and working collaboratively to develop effective working practices.
  - (f) Acting in a timely manner.

#### **5. Compliance with legal obligations**

- 5.1 Each of the Authorities shall throughout the duration of this Agreement:
- (a) Comply with all Applicable Law.
  - (b) Show good faith to the other Authorities in all matters relating to this Agreement and the Flintshire and Wrexham Investment Zone.
  - (c) Not do or fail to do anything which may bring the Authority or any of the other Authorities into disrepute.
- 5.2 The Authorities shall comply with any policies and procedures that the NWCJC's Economic Well-being Sub-Committee determines shall apply to the Flintshire and Wrexham Investment Zone.
- 5.3 No action which would otherwise be a breach of this clause shall constitute a breach where an Authority was required by Applicable Law to carry out the action.

#### **6. Government Funding Agreements**

- 6.1 The Authorities shall facilitate the compliance of NWCJC with its obligations under the Government Funding Agreements including but not limited to achievement of any interventions spend profile and outputs in any delivery plan agreed under the Government Funding Agreements.
- 6.2 The Authorities acknowledge that NWCJC may enter into further agreements with the Welsh Government for the allocation of funding pursuant to the Welsh Government Funding Agreement. The Authorities agree to facilitate the compliance of NWCJC with any such further agreements.

## **7. Investment Zone Programme Delivery**

7.1 The costs of projects in the Flintshire and Wrexham Investment Zone Programme shall be funded in accordance with the expenditure profile set out at Annex B.

7.2 The elements of the Investment Zone Programme shall be delivered as follows:

### Innovation

#### Airbus/Coleg Cambria Manufacturing Readiness Centre (MTC)

This shall deliver a centre to drive innovation in the Airbus and wider industry supply chain which shall facilitate a comprehensive skills programme and provide a factory environment for entry level skills development. This shall be located in Flintshire and supported by Airbus and Coleg Cambria.

#### Industry Transformation Centre

This shall deliver a centre to drive SME growth and testing of new manufacturing approaches. This shall be located in Wrexham and supported by AMRC Coleg Cambria or Wrexham University.

Bespoke innovation and manufacturing growth grant and support packages shall be delivered by Flintshire and Wrexham.

### Skills

The North Wales Regional Skills Partnership shall lead on the development of an Investment Zone Skills Programme and an Investment Zone Skills Plan.

The North Wales Regional Skills Partnership and each of Flintshire and Wrexham shall establish a working group to consider applications from skills projects for Flintshire and Wrexham Investment Zone funding. The working group shall make recommendations to the North Wales Regional Skills Partnership for projects to receive Flintshire and Wrexham Investment Zone funding. The North Wales Regional Skills Partnership shall make recommendations to NWCJC for projects to receive Flintshire and Wrexham Investment Zone funding.

### Transport

Each of Flintshire and Wrexham may commission bus improvement services to implement the recommendations of a business case produced by Transport for Wales

### Business Support

7.3 Each of Flintshire and Wrexham shall provide grants and advice to businesses in their area.

### Business Rates Retention

7.4 Each of Flintshire and Wrexham shall establish an Investment Zone Reserve Account and collect reliefs from the Welsh Government or the NWCJC as agreed.

- 7.5 Flintshire shall establish the Flintshire Investment Fund and shall prepare and implement an Investment Zone Investment Fund Business Case to determine how projects shall be identified and supported by retained non-domestic business rates associated with growth at the Deeside Gateway NNDR Site.
- 7.6 Wrexham shall establish the Wrexham Investment Fund and shall prepare and implement an Investment Zone Investment Fund Business Case to determine how projects shall be identified and supported by retained non-domestic business rates for the Wrexham Industrial Estate NNDR Site.

## **8. Changes to Investment Zone Programme**

- 8.1 An Authority may request a change to the programme for the Flintshire and Wrexham Investment Zone programme by proposing the change to NWCJC. No change shall be made unless it has been approved by NWCJC and requests made to the Welsh Government and UK Government to amend the UK Government Memorandum of Understanding and the Welsh Government Funding Agreement.

## **9. Responsibilities of North Wales Corporate Joint Committee**

- 9.1 NWCJC shall be the Accountable Body for the Flintshire and Wrexham Advisory Zone.
- 9.2 Flintshire and Wrexham authorise NWCJC to act on their behalf where this is necessary in order for NWCJC to comply with the Government Funding Agreements.
- 9.3 NWCJC shall be responsible for the following elements of the programme for the Flintshire and Wrexham Investment Zone:
  - (a) Employment or external appointment of the Investment Zone Programme Manager.
  - (b) Programme management (including Senior Responsible Officer).
  - (c) Communications.
  - (d) Engagement of technical support for the Flintshire and Wrexham Investment Zone programme.
  - (e) Impact evaluation and benefits realisation.
  - (f) Provision of legal financial and human resources support for the Flintshire and Wrexham Investment Zone programme through arrangements with Gwynedd Council.
  - (g) Liaising with the relevant Government department and any authorised inspection body in relation to the administration of the Flintshire and Wrexham Investment Zone.

## **10. Responsibilities of Flintshire and Wrexham**

- 10.1 Flintshire and Wrexham shall each be responsible for taking decisions regarding retention of business rates in the areas for which they are billing authority.

- 10.2 Flintshire and Wrexham shall be responsible for the following elements of the programme for the Flintshire and Wrexham Investment Zone:
- (a) Employment of the Investment Zone Business Support Manager.
  - (b) Business support for delivery and projects.
  - (c) Business support for advice and guidance.
  - (d) Technical support.
  - (e) Communications.
  - (f) Roles associated with the Planning Unit including Ecology Landscape and senior planning officer support.
  - (g) SMART/Digital transformation.
  - (h) Administration of projects.
- 10.3 Flintshire and Wrexham shall not do anything which may cause NWCJC to breach the terms of the Government Funding Agreements.
- 10.4 Flintshire and Wrexham shall provide NWCJC with any information requested by NWCJC to enable NWCJC to perform its obligations under this Agreement and the Government Funding Agreements and where required for onward transmission to a relevant Government department where this is lawfully required by the relevant Government department or any authorised investigating body.
- 10.5 Flintshire shall notify NWCJC as soon as reasonably practicable of any breach or potential breach of this Agreement by Flintshire.
- 10.6 Wrexham shall notify NWCJC as soon as reasonably practicable of any breach or potential breach of this Agreement by Wrexham.

**11. Administration and approval of funding for projects**

- 11.1 The Authorities agree to follow the process set out in this clause 11 for assessment and approval of applications for funding from the Flintshire and Wrexham Investment Zone.
- 11.2 Applications for funding shall be received by NWCJC. NWCJC shall assess the application and determine if it is for an area for which one of the other Authorities is responsible. If the application is for an area for which one of the other Authorities is responsible NWCJC shall pass the application to the relevant Authority.
- 11.3 The Authority responsible for determining whether an application is approved shall assess each application to determine whether the application is consistent with the objectives of the Flintshire and Wrexham Investment Zone and provides evidence of robust arrangements for delivery of the project for which funding is sought.
- 11.4 The Authority responsible for determining whether an application is approved shall carry out due diligence on the proposed recipient of the funding in

accordance with the Cabinet Office's guidance on risk controls and assurance for general grants.

- 11.5 Applicants for funding from the Flintshire and Wrexham Investment Zone shall be required to provide a business case for the project for which funding is sought in the form of the five case model templates published by the Welsh Government. The Authority responsible for determining whether an application is approved shall assess the business case associated with the application.
- 11.6 Following assessment of the application the relevant Authority shall decide whether to approve the application for funding and shall inform the applicant accordingly.
- 11.7 Following approval of an application the Authority who has approved the application shall enter into a Grant Agreement with the recipient of funding in the form set out at Annex C. [Do the Authorities have a template grant agreement?]
- 11.8 The Authority who has approved the application shall monitor compliance with the terms of the Grant Agreement and shall report on compliance to the Flintshire and Wrexham Investment Zone Advisory Board and the Flintshire and Wrexham Investment Zone Working Group when requested.

## **12. Accounts**

- 12.1 Any Authority providing funding to a project in the Flintshire and Wrexham Investment Zone programme shall keep proper books of account and shall be responsible for ensuring that full and accurate entries of all receipts and payments are promptly recorded in them. Each Authority shall make such books of account available for inspection to each of the other Authorities on request.

## **13. Joint Planning Unit**

- 13.1 Flintshire and Wrexham shall establish a Joint Planning Unit which shall be responsible for:
  - (a) Engagement on behalf of Flintshire and Wrexham with developers and promoters of development in the area of the Flintshire and Wrexham Investment Zone.
  - (b) Determination of applications for planning consent in the area of the Flintshire and Wrexham Investment Zone.
- 13.2 The Joint Planning Unit shall submit a written report to the Investment Zone Programme Manager and the Investment Zone Advisory Board quarterly. Such report shall include:
  - (a) Details of any determinations made by the Joint Planning Unit since the date of the previous report.
  - (b) Details of any communications relating to planning in the area of the Flintshire and Wrexham Investment Zone since the date of the previous report.

## **14. Decision Making**

- 14.1 NWCJC shall manage its accountable body responsibilities for the Flintshire and Wrexham Investment Zone through its Economic Well-being Sub-Committee or such other appropriate decision making arrangement as it may in its sole discretion establish from time to time.
- 14.2 Flintshire shall manage its responsibilities for the Flintshire and Wrexham Investment Zone through its Cabinet.
- 14.3 Wrexham shall manage its responsibilities for the Flintshire and Wrexham Investment Zone through its Executive Board.
- 14.4 Each of the Authorities shall put in place any provisions in their constitutions and any authorisations within their governance arrangements to enable them to delegate decisions to NWCJC or another Authority where necessary.
- 14.5 The Authorities expect decisions relating to Flintshire and Wrexham Investment Zone to be within the following categories:

- (a) Decision to be taken by NWCJC's Economic Well-being Sub-Committee.

These shall include:

- (i) Approval of funding for major projects.
- (ii) Approval of tax site plans.
- (iii) Approval of skills plans.
- (iv) Requests to change the Flintshire and Wrexham Investment Zone Programme.

- (b) Decision to be taken by Flintshire or Wrexham.

These shall include:

- (i) Approval of funding for projects specific to their Authority Area.
- (ii) Approval of retained Business Rates plans for their Authority Area.
- (iii) Amendment of this Agreement.
- (iv) Termination of this Agreement.

### Responsibility for funding of projects up to £5 million

- 14.6 NWCJC shall take decisions on funding and delivery of major projects and skills projects and may authorise Flintshire or Wrexham as applicable to be responsible for decisions relating to individual projects in their areas.

### Decisions on tax site delivery plans

- 14.7 Flintshire and Wrexham shall each take decisions whether to approve plans for Tax Sites relating to their administrative area.

Decisions on plans for retained Business Rates

- 14.8 Flintshire and Wrexham shall each take decisions whether to approve plans for retained Business Rates relating to their administrative area.

**15. Governance of the programme for the Investment Zone**

15.1 Overview

The governance structure defined below provides a structure for the development and delivery of the programme for the Flintshire and Wrexham Investment Zone.

Representatives

- 15.2 Each of the Authorities shall appoint a representative with the authority to liaise with the other Authorities on the programme for the Flintshire and Wrexham Investment Zone.
- 15.3 Each Authority shall ensure that its representative is available at any time to meet with the representative of any other Authority in relation to any aspect of the Flintshire and Wrexham Investment Zone.
- 15.4 An Authority may replace its representative by giving written notice to the other Authorities.

Advisory Groups

- 15.5 NWCJC shall establish the Flintshire and Wrexham Investment Zone Advisory Board and the Flintshire and Wrexham Investment Zone Working Group.
- 15.6 The initial membership and terms of reference of the Flintshire and Wrexham Investment Zone Advisory Board and the Flintshire and Wrexham Investment Zone Working Group are set out at Annex A.
- 15.7 NWCJC may review the membership and terms of reference of the Flintshire and Wrexham Investment Zone Advisory Board and the Flintshire and Wrexham Investment Zone Working Group at any time and propose amendments to the membership and terms of reference of the Flintshire and Wrexham Investment Zone Advisory Board and the Flintshire and Wrexham Investment Zone Working Group.
- 15.8 The Flintshire and Wrexham Advisory Board shall review its membership and terms of reference no later than twelve months after the date when it is established. Following any such review the Flintshire and Wrexham Advisory Board may make recommendations to NWCJC for any amendments that the Flintshire and Wrexham Advisory Board considers appropriate to its membership and terms of reference. NWCJC shall consider any such recommendations and decide whether to implement them.
- 15.9 NWCJC shall seek approval from Flintshire and Wrexham for any proposed amendments to the membership or terms of reference of the Flintshire and

Wrexham Investment Zone Advisory Board or the Flintshire and Wrexham Investment Zone Working Group and shall not make any amendments without the approval of Flintshire and Wrexham.

**16. Welsh Language and Equality**

- 16.1 Each of the Authorities shall comply with its obligations under this Agreement in such a way as to enable each of the other Authorities to comply with their obligations under the Equality Act 2010 and the Welsh Language (Wales) Measure 2011.

**17. Assurance and Risk**

- 17.1 Each Authority shall carry out its own assessment as to whether any Flintshire and Wrexham Investment Zone funding allocated to it is lawful within the terms of the Subsidy Control Act 2022.
- 17.2 If any funding from the Flintshire and Wrexham Investment Zone is found to be an unlawful subsidy the Authority that provided the unlawful subsidy shall recover it from the recipient.
- 17.3 Each Authority shall safeguard the Flintshire and Wrexham Investment Zone funding against fraud and shall participate in any fraud prevention measures which NWCJC identifies and informs the other Authorities is necessary.
- 17.4 NWCJC shall ensure that it has appropriate systems in place to:
- (a) Monitor and account for payments made or received in respect of the Flintshire and Wrexham Investment Zone funding.
  - (b) Check the progress of each project in the Flintshire and Wrexham Investment Zone programme.
  - (c) Provide information to the Flintshire and Wrexham Investment Zone Advisory Board and the Flintshire and Wrexham Investment Zone Working Group.
- 17.5 The Flintshire and Wrexham Investment Zone Advisory Board shall monitor the assurance and risk arrangements in place for the administration of Flintshire and Wrexham Investment Zone funding.

**18. Audit**

- 18.1 Each Authority shall provide access to any representative of the Wales Audit Office and any auditor appointed by the UK Government or the Welsh Government to records and accounts held by it in respect of activities funded by the Flintshire and Wrexham Investment Zone.

**19. Indemnities**

- 19.1 Nothing in this Agreement shall make any of the Authorities liable to any of the other Authorities in respect of anything done or omitted to be done by an Authority relating to this Agreement prior to the Commencement Date.
- 19.2 Each Authority shall indemnify each of the other Authorities from and against any costs expenses damages losses and other liabilities arising from any



breach by the Indemnifying Authority of any of its obligations under this Agreement.

- 19.3 Each Authority shall take all reasonable steps to minimise and mitigate any loss or damage for which it is entitled to bring a claim pursuant to this Agreement.

## **20. Dispute Resolution**

- 20.1 The Authorities shall pursue a positive approach to dispute resolution which seeks to identify a solution at the lowest operational level of each Party that is appropriate to the subject of the dispute and which avoids legal proceedings and maintains a strong working relationship between the Parties.
- 20.2 Any dispute relating to this Agreement shall be referred to the Flintshire and Wrexham Investment Zone Advisory Board to resolve. If the Flintshire and Wrexham Advisory Board is unable to resolve the dispute within 10 Business Days it shall be referred to the Chief Executive of each of the Authorities.
- 20.3 If the Chief Executives of the Authorities are unable to resolve the dispute within five Business Days of the dispute being referred to them then any of the Authorities may refer the dispute to mediation under clause 20.4 below or to court.
- 20.4 A dispute may at any Authority's request be referred to mediation. Any reference to mediation shall be made in accordance with the procedures of the Centre for Effective Dispute Resolution ("CEDR"). The mediation shall be conducted by a single mediator appointed by the Authorities or if the Authorities are unable to agree on the identity of the mediator within thirty days after the date of the request that the dispute be resolved by mediation or if the person appointed is unable or unwilling to act the mediator shall be appointed by CEDR on the application of any of the Authorities. The mediation shall be conducted in English at the offices of CEDR in London or such other location as the Authorities agree. Mediation is without prejudice to the rights of the Authorities in any future proceedings.
- 20.5 All costs associated with resolution of a dispute shall be borne equally between the Authorities who are party to the dispute unless agreed otherwise by the Authorities or ordered by a court.

## **21. Intellectual Property**

- 21.1 Any Intellectual Property developed by any of the Authorities for the purposes of the Flintshire and Wrexham Investment Zone programme shall be retained by the Authority that creates it and each Authority shall grant the other Constituent Authorities a non-exclusive perpetual and royalty free licence to use the Intellectual Property for the purpose of this Agreement

## **22. Confidentiality**

- 22.1 Subject to clause 22.2 and clause 23 the Authorities shall keep confidential any Confidential Information relating to this Agreement.
- 22.2 The provisions of clause 22.1 shall not apply to:

- (a) Disclosure that is reasonably required by persons engaged in performance of obligations under this Agreement.
  - (b) Any matter which an Authority can demonstrate is already generally available and in the public domain other than as a result of breach of this clause.
  - (c) Any disclosure which is required by any law (including any order of a court of competent jurisdiction) any Parliamentary obligation or governmental or regulatory authority having the force of law.
  - (d) Any disclosure of information which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party.
  - (e) Any disclosure to an Authority's authorised representative for the purpose of the examination and certification of an Authority's accounts.
- 22.3 Where disclosure is permitted under clause 22.2 the recipient of the information shall be placed under the same obligation of confidentiality as that contained in this Agreement by the disclosing party.

### **23. Freedom of Information**

- 23.1 The Authorities are subject to the requirements of the FOI Legislation and recognise that information relating to this Agreement may be the subject of an Information Request.
- 23.2 The Authorities shall co-operate to enable each Authority to comply with its obligations under FOI Legislation including but not limited to assistance without charge in gathering information to respond to an Information Request.
- 23.3 An Authority shall be entitled to disclose any information relating to this Agreement in response to an Information Request except that in respect of any Information Request which is in whole or in part a request for Exempt Information:
- (a) The Authority which receives the Information Request shall circulate the Information Request and shall discuss it with the other Authorities.
  - (b) The Authority which receives the Information Request shall in good faith consider any representations raised by the other Authorities when deciding whether to discuss Exempt Information. And
  - (c) The Authority which receives the Information Request shall not disclose any Exempt Information beyond the disclosure required by FOI Legislation without the consent of the Authority to which it relates.
- 23.4 Where an Authority receives an Information Request under FOI Legislation relating to information which it holds on behalf of any of the other Authorities in relation to this Agreement it shall:
- (a) Transfer the Information Request to the other Authority as soon as practicable after receipt and no later than two Business Days from the date of receipt.

- (b) Provide the other Authority with all information in its possession or power in the form that the other Authority reasonably requires within ten Business Days of the other Authority requesting that information of such other period as the Authorities may agree.
  - (c) Provide all assistance reasonably requested by the other Authority to enable the other Authority to respond to an Information Request within the time for compliance set out in FOI Legislation.
- 23.5 The Authorities acknowledge and agree that any decision made by an Authority that receives an Information Request as to whether to disclose information relating to this Agreement pursuant to FOI Legislation is solely the decision of that Authority. An Authority shall not be liable to any of the other Authorities for any loss damage harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

## **24. Data Protection**

- 24.1 Each Authority warrants and undertakes to the other Authorities that it has complied and shall continue to comply with the requirements of any applicable Data Protection Law relevant to the exercise of its rights or the performance of its obligations under this Agreement.

## **25. Variation**

- 25.1 Any Authority may request to vary this Agreement by making a request in writing to NWCJC for a variation to this Agreement.
- 25.2 NWCJC shall circulate to each of the other Authorities any request for a variation under clause 25.1 no later than 10 Business Days from the date when NWCJC receives the request for a variation. NWCJC shall ask the Authorities to confirm if they approve the request for a variation.
- 25.3 If all the Authorities approve the request for a variation NWCJC shall arrange for the completion of a deed of variation to give effect to the requested variation. Any variation shall take effect on completion of the deed of variation.

## **26. Notices**

### Form of Notice

- 26.1 Any demand notice or other communication given in connection with or required by this Agreement shall be made in writing and shall be delivered to or sent by pre-paid first class post to:
  - (a) [North Wales Corporate Joint Committee]
  - (b) [Flintshire County Council]
  - (c) [Wrexham County Borough Council]

### Service

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

- (a) If delivered by hand when left at the proper address for service.
- (b) If sent by pre-paid first class post two Business Days after being posted.
- (c) If sent by e-mail at the time of transmission.

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

- 26.3 No Authority shall accept service on behalf of any of the other Authorities and service on one Authority shall not be deemed to be service upon any other Authority.

## **27. Assignment**

- 27.1 No Authority shall be entitled to assign novate or transfer their rights and obligations under this Agreement to a third party without the prior written consent of the other Authorities in writing.

## **28. Third Party Rights**

- 28.1 The Authorities agree that they do not intend that any third party which may benefit from this Agreement shall have any rights of enforcement under the Contracts (Rights of Third Parties) Act 1999.

## **29. Entire Agreement**

- 29.1 This Agreement and all documents referred to in this Agreement set forth the entire agreement between the Authorities with respect to the subject matter covered by them and supersede and replace all prior communications, representations (other than fraudulent representations), warranties, stipulations, undertakings whether oral or written between the Authorities. Each Authority acknowledges that it does not enter into this Agreement in reliance on any warranty, representation or undertaking other than those contained in this Agreement and each Authority:

- (a) Agrees to exclude liability for any statements made prior to entering into this Agreement.
- (b) Agrees that its only remedies for breach of this Agreement are damages.

Provided that this shall not exclude any liability which any Authority would otherwise have to the other in respect of any statements made fraudulently by or on behalf of it prior to the date of this Agreement.

## **30. Severance**

- 30.1 If any provision of this Agreement is or becomes invalid illegal or enforceable it shall be modified to the minimum extent necessary to make it valid legal and enforceable. If such modification is not possible the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

- 30.2 If one Authority gives notice to the other Authorities that any provision of this Agreement is invalid illegal or unenforceable the other Authorities shall negotiate in good faith to amend such provision so that as amended it is legal valid and enforceable and to the greatest extent possible achieves the intended result of the original provision.

**31. Governing Law and Jurisdiction**

- 31.1 This Agreement shall be governed by the laws of England and Wales and the Authorities submit to the exclusive jurisdiction of the courts of England and Wales.

**32. Counterpart**

- 32.1 This Agreement may be executed in more than one counterpart each of which shall be deemed to constitute an original and shall become effective when one or more counterparts has been signed by all the Authorities.

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

The Common Seal of North Wales  
Corporate Joint Committee was  
hereunto affixed in the presence of:

Signature: .....  
Name: .....  
Position: .....  
Date: .....

The Common Seal of Flintshire County  
Council was hereunto affixed in the  
presence of:

Signature: .....  
Name: .....  
Position: .....  
Date: .....

The Common Seal of Wrexham County  
Borough Council was hereunto affixed in  
the presence of:

Signature: .....  
Name: .....  
Position: .....  
Date: .....

## **Annex A      Membership and terms of reference of Flintshire and Wrexham Investment Zone Advisory Board and Flintshire and Wrexham Investment Zone Working Group**

### *[ A. Flintshire and Wrexham Investment Zone Advisory Board*

*FFlintshire and Wrexham Investment Zone Advisory Board shall support the delivery of the Flintshire and Wrexham Investment Zone.*

*Flintshire and Wrexham Investment Zone Advisory Board shall be responsible for:*

- (a)      Overseeing the implementation of the programme for the Flintshire and Wrexham Investment Zone.*
- (b)      Overseeing the compliance of the Authorities with their obligations under this Agreement.*
- (c)      Facilitating timely and efficient communication between the Authorities.*
- (d)      Sharing information relevant to this Agreement as appropriate.*
- (e)      Reporting to the Economic Wellbeing Committee.*
- (f)      Receiving reports from the Programme Manager and the Senior Responsible officer.*

*The initial membership of Flintshire and Wrexham Investment Zone Advisory Board shall comprise:*

- 1.1      An independent chair who at the time of appointment as chair and throughout the time of holding the office of chair works for an organisation in the advanced manufacturing sector.*
- 1.2      A member of NWCJC who is not a member of Flintshire or Wrexham.*
- 1.3      A representative of Flintshire.*
- 1.4      A representative of Wrexham.*
- 1.5      A member of Parliament whose constituency is within the area of the Flintshire and Wrexham Investment Zone.*
- 1.6      A member of the Senedd whose constituency is within the area of the Flintshire and Wrexham Investment Zone.*
- 1.7      A representative of the Regional Skills Partnership.*
- 1.8      A representative of Wrexham University.*
- 1.9      A representative of Advanced Manufacturing Research Centre.*
- 1.10     A representative of North Wales Business Council.*
- 1.11     [Insert number] of representatives of the private sector within the area of the Flintshire and Wrexham Investment Zone.*

- 1.12 *A representative of the Welsh Government and the UK Government as observers.*

*The Flintshire and Wrexham Investment Zone Advisory Board shall meet [Insert details of frequency of meetings]. The schedule of meetings for each year and the locations in which they shall be held shall be agreed in advance of the commencement of the next year no later than the final meeting of the current year.*

*At meetings of the Flintshire and Wrexham Investment Zone Advisory Board the Chair shall invite members who wish to speak in turn. All discussion and debate shall be held through the Chair.*

*Notice of meetings of the Flintshire and Wrexham Investment Zone Advisory Board shall be served on all members of the Flintshire and Wrexham Investment Zone Advisory Board by the Monitoring Officer of NWCJC.*

*The quorum for meetings of the Flintshire and Wrexham Investment Zone Advisory Board shall be [Insert details]. If there is no quorum present at any meeting of the Flintshire and Wrexham Investment Zone Advisory Board then the meeting shall be adjourned.*

*An agenda shall be produced in advance of each meeting of the Flintshire and Wrexham Investment Zone Advisory Board by the Monitoring Officer of NWCJC in consultation with the Chair.*

*Minutes shall be taken of each meeting of the Flintshire and Wrexham Investment Zone Advisory Board. The minutes shall be approved at the subsequent meeting of the Flintshire and Wrexham Investment Zone Advisory Board.*

*The Flintshire and Wrexham Investment Zone Advisory Board shall report to the North Wales Corporate Joint Committee Economic Wellbeing Committee [Insert details of frequency of reporting].*

*The Flintshire and Wrexham Investment Zone Advisory Board shall receive reports from [Insert details of persons who will provide reports to Flintshire and Wrexham Investment Zone Advisory Board and frequency of reporting].*

*The Flintshire and Wrexham Investment Zone Advisory Board shall have no decision making powers on behalf of the Authorities but shall make recommendations to NWCJC and the Economic Well-being Sub-Committee. ]*

#### **B. Flintshire and Wrexham Investment Zone Working Group**

- 1 Flintshire and Wrexham Investment Zone Working Group shall support and advise the North Wales Corporate Joint Committee's Economic Wellbeing Sub-Committee on any matters as the North Wales Corporate Joint Committee's Economic Wellbeing Sub-Committee reasonably requests.
- 2 Flintshire and Wrexham Investment Zone Working Group shall support and advise the Flintshire and Wrexham Investment Zone Advisory Board on any matters as the North Wales Corporate Joint Committee Advisory Board reasonably requests.
- 3 Membership of Flintshire and Wrexham Investment Zone Working Group shall comprise:



- 3.1 [Two officers nominated by each of the Authorities to represent each of the Authorities].
- 4 The Monitoring Officer and Section 151 Officer of each of the Authorities shall have the right to attend meetings of the Flintshire and Wrexham Investment Zone Working Group and to receive copies of any papers considered by the Flintshire and Wrexham Investment Zone Working Group.

## **Annex B      Expenditure Profile**

Funding of expenditure for projects in the Flintshire and Wrexham Investment Zone programme shall be as follows:

<b>Theme</b>	<b>Investment Zone Funding</b>
Planning	£8,330,000
Skills	£21,567,155
Business Support	£13,725,300
Local Infrastructure	£77,450,000
Research and Innovation	£38,927,545

Allocation of funding for planning shall be:

<b>Responsible Body</b>	<b>Amount</b>
Flintshire	£2,200,000
Wrexham	£2,200,000
NWCJC	£2,000,000
Joint Planning Unit	£1,000,000
Studies	£930,000

## **Annex C     Grant Agreement**

[Insert grant agreement template]