

DATED

2019

BLAENAU GWENT COUNTY BOROUGH COUNCIL

BRIDGEND COUNTY BOROUGH COUNCIL

CAERPHILLY COUNTY BOROUGH COUNCIL

CARMARTHENSHIRE COUNTY COUNCIL

THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF

THE COUNTY COUNCIL OF THE CITY AND COUNTY OF SWANSEA

MERTHYR TYDFIL COUNTY BOROUGH COUNCIL

MONMOUTHSHIRE COUNTY COUNCIL

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL

NEWPORT CITY COUNCIL

RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL

TORFAEN COUNTY BOROUGH COUNCIL

AND

THE VALE OF GLAMORGAN COUNCIL

AGREEMENT

FOR

THE VALLEYS REGIONAL PARK PROJECT

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THIS AGREEMENT is made the _____ day of _____ 2019

BETWEEN:-

BLAUNAU GWENT COUNTY BOROUGH COUNCIL of Municipal Offices, Civic Centre, Ebbw Vale, Gwent NP23 6XB (“Blaenau Gwent”);

BRIDGEND COUNTY BOROUGH COUNCIL of Civic Offices, Angel Street, Bridgend CF31 4WB (“Lead Partner”);

CAERPHILLY COUNTY BOROUGH COUNCIL of Penallta House, Tredomen Park, Ystrad Mynach, Hengoed CF82 7PG (“Caerphilly”);

CARMARTHENSHIRE COUNTY COUNCIL of County Hall, Carmarthen, Dyfed, SA31 1JP (Carmarthenshire);

THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF of County Hall, Atlantic Wharf, Cardiff, CF10 4UW (the “Cardiff”);

THE COUNTY COUNCIL OF THE CITY AND COUNTY OF SWANSEA of Civic Centre, Oystermouth Road, Swansea SA1 3SN (“Swansea”);

MERTHYR TYDFIL COUNTY BOROUGH COUNCIL of Civic Centre, Castle Street, Merthyr Tydfil CF47 8AN (“Merthyr”);

MONMOUTHSHIRE COUNTY COUNCIL of County Hall, The Rhadyr, Usk, NP15 1GA (“Monmouthshire”);

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL of Civic Centre, Port Talbot, Neath Port Talbot SA13 1PJ (“NPT”);

NEWPORT CITY COUNCIL of Civic Centre, Newport, NP20 4UR (“Newport”);

RHONDDA CYNON TAFF COUNTY BOROUGH COUNCIL of The Pavilions, Cambrian Park, Clydach Vale CF40 2XX (“RCT”).

TORFAEN COUNTY BOROUGH COUNCIL of Civic Centre, Pontypool, NP4 6YB (“Torfaen”); and

THE VALE OF GLAMORGAN COUNCIL of Civic Offices, Holton Road, Barry, CF63 4RU (“VOG”).

BACKGROUND

- (A) The Welsh Government has set out its aim of establishing a formally designated Valleys Regional Park in the VRP Prospectus and has appointed the Lead Partner to establish Partnership Arrangements between the Partner Authorities to seek to realise that aim.

- (B) The Welsh Government has allocated the Grant Funding to the Lead Partner to establish and manage the Partnership Arrangements on behalf of the Partner Authorities.
- (C) The Partner Authorities enter into this Agreement to set out a framework for their collaboration to deliver the Project and to ensure compliance with the terms and conditions of the Offer Letter.
- (D) The Lead Partner is required to accept the terms and conditions of the Grant Funding as set out in the Offer Letter and will be liable to the Welsh Government if the terms and conditions therein are not complied with or breached. The Partner Authorities will indemnify the Lead Partner in respect of any non-compliance and/or breaches to those terms and conditions which are not attributable to the Lead Partner.
- (E) This Agreement is made under the powers conferred by Section 101, 102 and 111 of the Local Government Act 1972, Section 25 of the Local Government (Wales) Act 1994, the Local Authorities (Goods and Services) Act 1970, Sections 2, 19 and 20 of the Local Government Act 2000 and all other enabling powers vested in the Partner Authorities.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, except where the context otherwise requires, the following expressions shall have the meanings respectively ascribed to them:-

“Agreement” means this Agreement including all Schedules.

“Commencement Date” means **XXXX**

“Data Protection Legislation”

means (i) the General Data Protection Regulation (Regulation (EU) 2016/679) and any applicable national implementing legislation, as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable legislation about the processing of personal data and privacy.

“Employment Liabilities”

means all contractual and statutory responsibilities claims and proceedings whatsoever arising from or in connection with any claim or demand by or legal responsibility to pay any member of the VRP Team at any time during any extension to the Term (whether for unpaid remuneration, wrongful dismissal, redundancy, unfair dismissal, loss of office, sex, race or disability discrimination or otherwise) or any claim on the basis that the member of the VRP Team is or has become an employee of the Lead Partner.

“Financial Year”

means the financial year from 1st April in any year to 31st March in the following calendar year.

“Grant Funding”

means funding of up to £892,000.00 to be received from the Welsh Government for the provision of the Partnership Arrangements in accordance with the Offer Letter or such other amount as agreed in a variation of the Offer Letter issued by the Welsh Government and accepted by the Partner Authorities.

“Intellectual Property”	means copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in design, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered.
“Offer Letter”	means the Award of Funding in relation to the Valleys Regional Park a copy of which is annexed at Schedule 4.
“Partnership Arrangements”	means the partnership arrangements established by this Agreement including the staffing and other arrangements for the VRP Team set out in Schedule 1 and the governance arrangements set out in Schedule 2.
“Partner Authorities”	means Blaenau Gwent, Caerphilly, Cardiff, Carmarthen, Swansea, Merthyr, Monmouthshire, Newport, NPT, RCT, Torfaen, VOG and the Lead Partner and “Partner Authority” shall be construed accordingly.
“Project”	means the Valleys Regional Park project which seeks to fulfil the aims set out in the VRP Prospectus by the Partner Authorities through the Partnership Arrangements.
“Term”	means the period from the Commencement Date and ending on 31 st March 2021.
“VRP Board”	means a board comprising of the Leader of each the Partner Authority established by this Agreement to oversee the Project and which shall operate as set out in Schedule 2.

“VRP Forum”	means a group of officer representatives of the Partner Authorities and other interested third parties established by this Agreement to support the VRP Team and report to the VRP Board and which shall operate as set out in Schedule 2.
“VRP Prospectus”	means the Welsh Government Valley Regional Park Prospectus published in October 2018 as set out in Schedule 3.
“VRP Team”	means the team established by the Lead Partner through the Grant Funding and the Partnership Arrangements.
“Welsh Government”	means the Welsh Government of Cathays Park, Cardiff CF10 3NQ.
“Working Day”	means any day which is not a Saturday, a Sunday, or a bank holiday or public holiday in Wales.

1.2 Save to the extent that the context or the express provisions of this Agreement otherwise require:-

- 1.2.1 obligations undertaken or to be undertaken by more than a single person shall be made and undertaken jointly and severally;
- 1.2.2 words importing any gender include any other gender and words in the singular include the plural and words in the plural include the singular;
- 1.2.3 references to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time;
- 1.2.4 the headings and the Index are inserted for convenience only and shall be ignored in interpreting or in the construction of this Agreement;
- 1.2.5 references in this Agreement to any Clause or Sub-Clause Paragraph or Schedule without further designation shall be construed as a reference to the Clause or Sub-Clause of or Schedule to this Agreement so numbered;

- 1.2.6 any obligation on any of the Partners shall be a direct obligation or an obligation to procure compliance with an obligation as the context requires;
- 1.2.7 any reference to “indemnity” or “indemnify” or other similar expressions shall mean that a Partner indemnifies shall indemnify and keep indemnified and hold harmless the other Partners; and
- 1.2.8 any reference to a person shall be deemed to include any permitted transferee or assignee of such person and any successor to that person or any person which has taken over the functions or responsibilities of that person but without derogation from any liability of any original Partner to this Agreement;
- 1.2.9 this Agreement and its Schedules should be read as a whole but in the event of any inconsistency the Schedules shall have precedence

2. TERM

- 2.1 This Agreement shall commence on the Commencement Date and shall continue for the Term.
- 2.2 The Agreement may be terminated in accordance with the provisions of Clause 14.

3. PARTNERSHIP ARRANGEMENTS

- 3.1 The Partner Authorities agree that:
 - 3.1.1 they shall collaborate to undertake the Project by way of the Partnership Arrangements set out in Schedule 1;
 - 3.1.2 the VRP Board and VRP Forum shall be established in accordance with Schedule 2;
 - 3.1.3 they shall cooperate and share such operational information as is necessary for the smooth running of the Project.

4. GRANT FUNDING AND LIABILITIES

- 4.1 Except as otherwise provided in this Agreement the Partner Authorities shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement and shall remain liable for any losses or liabilities incurred due to their own or their officer’s, employee’s, agent’s or sub-contractor’s actions.

- 4.2 Each Partner Authority shall indemnify the other Partner Authorities against any failure by such Partner Authority to observe and perform the provisions of this Agreement and any negligence by such Party, its officers, employees, agents or sub-contractors under or in connection with this Agreement.
- 4.3 The Partner Authorities undertake to and covenant with each other that they will comply in all material respects the terms and conditions of the Offer Letter.
- 4.4 The Partner Authorities shall ensure that the Project is undertaken in such a manner as to not:
- 4.4.1 contravene or cause the Lead Partner to be in breach of any of its obligations under the Offer Letter; nor
- 4.4.2 prejudice or result in the loss or diminution of any rights or entitlements of the Lead Partner under the Offer Letter.
- 4.5 If any Grant Funding is withheld or any requirement to repay Grant Funding arises out of a failure by any of the Partner Authorities to comply with the terms of this Agreement or the terms and conditions of the Offer Letter then the defaulting Partner Authority shall reimburse the Lead Partner for the loss of that Grant Funding or cost of that repayment together with any costs, expenses, claims, proceedings, demands, losses or liabilities suffered or incurred directly or indirectly arising as a result of or in connection with the default of that Partner Authority. If there has been a failure to comply by more than one Partner Authority then the cost of reimbursement shall be shared between those Partners Authorities who have failed to comply in the proportion agreed by the Partner Authorities and in the absence of agreement the matter shall be referred to the Dispute Resolution Procedure in Clause 12.

5. MONITORING AND AUDIT

- 5.1 The Partner Authorities shall fully cooperate with any examination of the Partnership Arrangements or any audit in relation to the Grant Funding as required by the Lead Partner or the Welsh Government in accordance with the monitoring and audit requirements set out in the Offer Letter.
- 5.2 The Partner Authorities shall record and preserve for such period as the Lead Partner shall require any information or evidence relating to the Partnership Arrangements and shall provide the same to the Lead Partner on request.

6. WARRANTIES AND REPRESENTATIONS

- 6.1 Each Partner Authority warrants and represents to the other Partner Authorities on an ongoing basis as follows:
- 6.1.1 it has full capacity and authority and obtained all necessary licences, permits, consents and authorisations to enter into and perform its obligations under this Agreement;
 - 6.1.2 this Agreement is executed by a duly authorised representative of that Partner Authority;
 - 6.1.3 it is not under any obligation to any person whether express or implied which would or might conflict with the full and proper performance of its obligations under this Agreement;
 - 6.1.4 the respective VRP Board and VRP Forum member of each Partner Authority shall be sufficiently senior within the organisation of the appointing Partner Authority, and granted sufficient authority by that Partner Authority, to ensure full cooperation in relation to the operation and provision of the Project.
- 6.2 Each of the warranties set out in this Clause 6 shall be interpreted and construed as a separate and independent warranty and shall not be limited or restricted by reference any other warranty or to any other provision in this Agreement.

7. REVIEW

- 7.1 The Partner Authorities agree to undertake an annual review of this Agreement through the VRP Board to ensure it is achieving its objectives and that each Partner Authority is upholding the general aims and spirits of this Agreement.
- 7.2 The Partner Authorities shall review the operation of this Agreement on the coming into force (or anticipation of the coming into force) of any legislation or guidance affecting the terms of this Agreement or at such other intervals as agreed by the Partner Authorities from time to time so as to ensure that the terms of this Agreement and the provision of the Partnership Arrangements comply with such legislation or guidance.
- 7.3 In the event that the Grant Funding is made available beyond the Term the Partner Authorities shall review the operating of this Agreement and agree the terms of their collaboration for the extension period. The Partner Authorities acknowledge that such any such an extension will affect the basis of employment of those members of the VRP Team

seconded to the Lead Partner and agree that any resulting Employment Liabilities will be shared equally by the Partner Authorities.

8. VARIATION

- 8.1 No variation to this Agreement shall be effective unless it is in writing and executed by the Partner Authorities using the same formalities as this Agreement.

9. DATA PROTECTION

- 9.1 The Partner Authorities shall comply and have adequate measures in place to ensure compliance at all times with the provisions and obligations of the Data Protection Legislation.
- 9.2 Partner Authorities shall immediately inform each other in the event of any breaches or suspected breaches of the provisions of the Data Protection Legislation in relation to information obtained in the course of performing the Partnership Arrangements.

10. CONFIDENTIALITY

- 10.1 Each Partner Authority shall:
- 10.1.1 treat as confidential and provide appropriate safeguards for all or any information which belongs to and has been supplied by and designated as confidential by any other Partner Authority howsoever or in whatsoever manner such information is conveyed or stored, including information which relates to the business, affairs, assets, goods or arrangements or operations of the other Partner Authority (“Confidential Information”); and
 - 10.1.2 not disclose any Confidential Information to any other person without the prior written consent of the Partner Authority, except to such person and to such extent as may be necessary for the performance of the Partnership Arrangements or as required by law.
- 10.2 The Partner Authorities shall take all necessary precautions to ensure that all Confidential Information obtained from other Partner Authorities under or in connection with the Partnership Arrangements:-
- 10.2.1 is given only to such of the staff engaged in connection with the performance of the Partnership Arrangements as is strictly necessary for the performance of the Partnership Arrangements

and only to the extent necessary for performance of the Partnership Arrangements;

10.2.2 is treated as confidential and not disclosed (without prior approval) or used by any staff otherwise than for the purposes of the Partnership Arrangements.

10.3 The Partner Authorities agree that information relating to the provision of the Partnership Arrangements may also be shared with the Welsh Government, the Audit Commission and the Wales Audit Office, the Public Services Ombudsman for Wales or the European Commission and their advisers where this is necessary for them to meet their obligations as defined by statute, regulation, statutory guidance or contractual commitment.

10.4 The obligations of confidentiality in this clause 10 shall not extend to any matter which any Partner Authority can show:

10.4.1 is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement; or

10.4.2 is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

11. FREEDOM OF INFORMATION

11.1 The Partner Authorities agree that they will co-operate with one another to enable any Partner Authority receiving a request for information under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 to respond to that request promptly and within statutory timescales. This co-operation shall include, but not be limited to, finding, retrieving and supplying information held and directing requests to other Partner Authorities as appropriate and responding to any requests by a Partner Authority receiving a request for comments or other assistance.

12. INTELLECTUAL PROPERTY

12.1 Any Intellectual Property created through the establishment and running of this Agreement shall vest in the Partner Authorities jointly. The Intellectual Property shall be held by the Lead Partner on behalf of the Partner Authorities. This shall include but is not limited to processes, procedures, methodology and manuals.

- 12.2 The Lead Partner shall grant to the Partner Authorities an irrevocable licence to use that Intellectual Property for the purposes of this Agreement.
- 12.3 Nothing in this clause shall operate to prevent or make difficult the sharing of good practice between the Partner Authorities.

13. DISPUTE RESOLUTION

- 13.1 This Agreement is entered into on the basis that the Partner Authorities will work on a basis of co-operation and will arrange to discuss with each other as soon as possible any problems or disputes which arise and they will attempt to resolve any difficulties through negotiation at an early stage and to make themselves available with reasonable notice to discuss the issues under dispute.
- 13.2 If there is a dispute between the Partner Authorities concerning the interpretation or operation of this Agreement then any party may notify the others in writing that it wishes the dispute to be referred to a meeting of the VRP Forum to resolve, with all parties negotiating on the basis of good faith.
- 13.3 If, after 28 days from the date of the notice referred to in Clause 13.2 above (or such other period as the parties may agree), the dispute has not been resolved, the VRP Forum may refer the matter to the VRP Board. If the VRP Board are unable to resolve the dispute within a period of 14 days of the matter being referred to them then the matter may be referred to the Chief Executives of the Partner Authorities for resolution.
- 13.4 If the Chief Executives are unable to resolve the dispute within 14 days then the VRP Board may refer the matter to arbitration on the following basis:
- 13.4.1 the referral shall be to a single Arbitrator selected by the VRP Board or, in the absence of agreement, to be nominated by the President of the Chartered Institute of Arbitration; and
 - 13.4.2 such arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the Arbitrator appointed shall have the power to:-
 - 13.4.2.1 obtain the assistance of such experts as they think fit and to adopt any statement or report that is obtained;

13.4.2.2 order and direct what they shall think to be done by any of the Partner Authorities respectively in relation to the matters in dispute; and

13.4.2.3 apportion the costs of arbitration between the Partner Authorities in a manner as they see fit.

13.4.3 The decision of the Arbitrator shall be final and binding on all Partner Authorities.

14. TERMINATION

14.1 If any Partner Authority fails to meet any of its respective obligations under this Agreement, any other of the Partner Authorities may by written notice request the Partner Authority in default to take such reasonable action to rectify such failure within 60 days of the date of the notice.

14.2 Should the Partner Authority in default fail to rectify such failure within such time-scale, any other of the Partner Authorities may give a minimum of three months written notice to terminate the Agreement.

14.3 Any Partner Authority shall be entitled to terminate this Agreement immediately by notice to another Partner Authority if that Partner Authority its employees or agents either offer give or agree to give to anyone any inducement or reward or confers any other benefit in respect of this or any other Agreement (even if the Partner Authority is unaware of any such action) or otherwise commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972.

14.4 Any Partner Authority is entitled to terminate this Agreement forthwith by written notice to the other Partner Authorities if an event of force majeure pursuant to Clause 16 persists for more than 3 months.

14.5 Any Partner Authority is entitled to terminate this Agreement by giving not less than twelve months written notice to the other Partner Authorities such notice to end at the end of a Financial Year.

14.6 The Partner Authorities may all mutually agree that this Agreement is terminated on an agreed date.

15. EFFECTS OF TERMINATION

15.1 In the event that this Agreement is terminated the Partner Authorities agree to co-operate to ensure an orderly wind up of the Partnership Arrangements.

15.2 The operation of this Clause 15 together with Clauses 4, 5, 9, 10, 11, 12 and 23 shall survive the termination or expiry of this Agreement.

16. FORCE MAJEURE

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

16.2 If any Partner Authority is prevented or delayed in the performance of any or all of its obligations under this Agreement by force majeure, that Partner Authority shall forthwith serve notice in writing on the other Partner Authorities specifying the nature and extent of the circumstances giving rise to force majeure and shall, subject to service of such notice (and to Sub-Clause 15.3), have no liability in respect of the performance of such of its obligations as are prevented by the force majeure events during the continuation of such events.

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

17. NOTICES

17.1 Any notices required to be given under this Agreement must be in writing and may be served by personal delivery or post (special or recorded delivery or first class post) at the address set out at the beginning of this Agreement or at such other address as each party may give to the other for the purpose of service of notices under this Agreement.

17.2 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post).

17.3 To prove service of any notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post.

18. SEVERABILITY

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

19. WAIVER

19.1 Failure by a Partner Authority to enforce any of the provisions of this Agreement or to require the performance of any of the Partner Authorities of any of the provisions of this Agreement shall not constitute a waiver of any such provision and shall not affect the validity of the Agreement or any part thereof or of the right of a Partner Authority to enforce any provision in accordance with its terms.

20. THIRD PARTY RIGHTS

20.1 The parties to this Agreement confirm and agree that they do not intend any provision of it to be enforceable by any other person pursuant to the Contract (Rights of Third Parties) Act 1999 save as set out in this Agreement.

20.2 No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the parties to this Agreement.

20.3 This Clause does not affect any right or remedy of a third party, which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

21. EXCLUSION OF PARTNERSHIP AND AGENCY

21.1 The Partner Authorities are independent from each other and save as set out in this Agreement nothing in this Agreement shall be construed as implying that there is any relationship between the Partner Authorities of partnership or of principal/agent or of employer/employee.

22. COUNTERPART

22.1 This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts each of which when executed

and delivered shall be an original but all the counterparts shall together constitute one and the same instrument.

23. GOVERNING LAW

23.1 This Agreement shall be governed and construed in accordance with English and Welsh law as applied in Wales and the parties submit to the jurisdiction of the English and Welsh courts.

23.2 Subject to the provisions of any jointly agreed dispute resolution procedure, all the parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement and irrevocably submit to the jurisdiction of those courts.

IN WITNESS WHEREOF the parties have executed this Agreement as a Deed and have hereunder affixed their Common Seals the day and year first before written.

The Common Seal of **BLAENAU GWENT
COUNTY BOROUGH COUNCIL**

was affixed hereto in the
presence of:

**THE COMMON SEAL of BRIDGEND
COUNTY BOROUGH COUNCIL** was

hereunto affixed in the presence of:-

.....
Mayor/Leader

.....
Authorised Signatory

The Common Seal of **CAERPHILLY
COUNTY BOROUGH COUNCIL**

was affixed hereto in the
presence of:

The Common Seal of **CARMARTHENSHIRE
COUNTY COUNCIL**

was affixed hereto in the
presence of:

The Common Seal of **THE COUNTY COUNCIL OF THE CITY & COUNTY OF CARDIFF** was hereunto affixed in the presence of:-

The Common Seal of **THE COUNTY COUNCIL OF THE CITY AND COUNTY OF SWANSEA** was affixed hereto in the presence of:

The Common Seal of **MERTHYR TYDFIL COUNTY BOROUGH COUNCIL** was affixed hereto in the presence of:

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

The Common Seal of **NEATH PORT TALBOT
COUNTY BOROUGH COUNCIL**

was affixed hereto in the
presence of:

The Common Seal of **NEWPORT
CITY COUNCIL** was

hereunto affixed in the presence of:-

the Common Seal of **RHONDDA
CYNON TAFF COUNTY BOROUGH
COUNCIL** was affixed hereto in the
presence of:

The Common Seal of **TORFAEN
COUNTY BOROUGH COUNCIL**

was affixed hereto in the
presence of:

The Common Seal of **THE VALE OF
GLAMORGAN COUNCIL** was

hereunto affixed in the presence of:-

SCHEDULE 1: THE PARTNERSHIP ARRANGEMENTS

Collaboration to develop to Project:

1. The Partner Authorities agree to collaborate to undertake the Project for the Term in accordance with the terms of the Agreement and through the governance arrangements established herein.
2. The Partner Authorities agree that the Lead Partner will act as the host organisation for the purpose of the Partnership Arrangements.
3. The Partner Authorities agree that the Partnership Arrangements may be opened up to other local authorities during later stages of the Project in accordance with the aims set out in the VRP Prospectus.

VRP Team:

1. The Lead Partner shall establish and manage a core VRP Team to co-ordinate and manage the Partnership Arrangements on a day to day basis on behalf of the Partner Authorities.
2. The structure of the VRP Team and job descriptions for each role has been developed through the VRP Working Group led by the Valleys Taskforce Team as follows:
 - VRP Strategic & Operational Lead
 - Business & Compliance Co-ordinator
 - Communities & Enterprise Theme Convenor
 - Landscape Culture & Identity Convenor
 - Recreation & Wellbeing Theme Convenor
3. The role of VRP Strategic & Operational Lead will be hosted by Lead Partner with the person filling the role remaining an employee of the Welsh Government.
4. All other posts will be offered on a secondment basis on the understanding that where posts are filled the employee will return to their employing organisations.

Delivery Plan:

1. The VRP Team will deliver the Project through the development of a forward work plan reflecting the project funding window and the ambitions set out in the VRP Prospectus (the “Delivery Plan”).
2. The Lead Partner will draft an updated Delivery Plan and will manage the ongoing review and update of the Delivery Plan to reflect the priorities of the Project. The Lead Partner will work with the Partner Authorities through the VRP Board and the VRP Forum to oversee this process. Welsh Government will be ultimately responsible for agreeing any proposals to update the Delivery Plan.
3. The Lead Partner will submit the updated and agreed Delivery Plan to Welsh Government for their review and approval. Welsh Government have proposed that the Valleys Taskforce team be involved in the approval process and that a revised Delivery Plan be presented for their approval for inclusion in the revised version of the taskforce plan that is to be published in November 2019. This will require the Delivery Plan to be drafted and agreed by 11th October 2019.

Project Costs and Medium Term Funding:

1. The Lead Partner shall be responsible for managing the Partnership Arrangements costs and forecasting and reporting to the VRP Board.
2. The costs outlined below have been developed based on the costs headings provided by Welsh Government and the Grant Funding available for the Partnership Arrangements:

	<u>Sept 19</u>	-	<u>Apr 20 - March</u>	
	<u>March 20</u>		<u>21</u>	<u>TOTAL</u>
	<u>7 months</u>		<u>12 months</u>	
Direct staff costs				
Finance & Business Co-ordinator	22,009		38,485	60,494
Communities & Enterprise Theme				
Convenor	26,740		46,757	73,497
Landscape Culture & Identity Convenor	26,740		46,757	73,497
Recreating & Wellbeing Theme Convenor	26,740		46,757	73,497
Support Officer function	20,586		35,623	56,209
	122,815		214,378	337,193

Guardian Capacity	135,685	217,322	353,007
Operating costs			
Travel & Subsistence	7,000	10,000	17,000
Transport & equipment for Rangers	15,000	25,000	40,000
VRP Evaluation	10,000	10,000	20,000
Engagement activity & Website	16,500	20,300	36,800
On costs	35,000	53,000	88,000
total	342,000	550,000	892,000

3. Welsh Government have stated that the purpose of the Partnership Arrangements at this stage is to develop the structures and partnership working for the Project with the intention of the Project being a longer term commitment. The Welsh Government Valleys Taskforce team have indicated that there is potential funding up to March 2023 available through the Rural Development Programme and the European Structural Fund. Further information and support is to be provided so that the Lead Partner may explore these opportunities and determine their appropriateness. Requests for additional funding or variation to the amounts of Grant Funding will come to the VRP Board for review in accordance with Clause 7.3 of the Agreement before being submitted to Welsh Government.
4. The VRP Strategic & Operational Lead will work with the Welsh Government European funding teams to look for other funding opportunities to present a medium term funding options appraisal.
5. The Lead Partner shall propose medium term funding options for consideration by Welsh Government and potentially act as lead applicant should appropriate funding streams be identified. This options appraisal will be developed through the VRP Forum and VRP Board.

Reporting to Welsh Government:

1. The Lead Partner shall report progress of the Partnership Arrangements to Welsh Government through monthly highlight reports setting out milestones set against a set of agreed key performance indicators. These key performance indicators will be agreed as part of the updated Delivery Plan that is to be delivered by 11 October 2019.
2. The Lead Partner shall provide Welsh Government with an annual report outlining progress over a twelve month period or at the end of the financial year, whichever comes sooner within 6 weeks of the end of the period.
3. The Lead Partner shall provide Welsh Government with additional update reports to present to the Valleys Taskforce meetings as required.

4. The Lead Partner shall meet with Welsh Government officials to review progress on a bi-monthly basis for the period September 2019 to March 2021 and report on issues or concerns in the interim periods.
5. The Lead Partner shall meet with Welsh Government officials and such other of representatives as Welsh Government may from time to time reasonably require; including:
 - i) Attending Valleys Taskforce meetings to provide progress updates as required by the Deputy Minister for Economy and Transport or any subsequent Minister responsible for the Valleys Taskforce.
 - ii) Including a senior member of the Valleys Taskforce team to sit on the VRP Forum.
 - iii) The VRP Strategic & Operational Lead will sit on the Valleys Taskforce Programme Board.

SCHEDULE 2: GOVERNANCE

1. Introduction

- 1.1 The Partner Authorities agree the governance arrangements set out in this schedule in furtherance of the Project and that they shall have effect for the Term of the Agreement.
- 1.2 The Partners shall review the governance arrangements in accordance with Clause 6 of the Agreement.
- 1.3 Any variation to the Agreement including changes to a Schedule shall be effected through the mechanism of Clauses 8 of the Agreement.

2. VRP Board

- 2.1 The Partner Authorities shall establish the VRP Board in accordance with the provisions of this Schedule.
- 2.2 The VRP Board will comprise of the Leaders of each Partner Authority.
- 2.3 The VRP Board shall be responsible for overseeing the progress of and giving strategic direction to the Project.
- 2.4 The VRP Board members shall be authorised within the limits of their delegated authority (which is received through their respective organisation's own schemes of delegation) to:
 - 2.4.1 receive all reports required under this Agreement and agree actions to be referred back to the Partner Authorities for approval;
 - 2.4.2 monitor the performance, management and working arrangements of the VRP Team;
 - 2.4.3 oversee the on-going review and update of the Delivery Plan to reflect priorities of the Project;
 - 2.4.4 oversee the review medium term funding options;
 - 2.4.5 seek to determine any conflicts between the Partner Authorities in accordance with Clause 13 of the Agreement;
 - 2.4.6 Promote partnership working between the Partner Authorities.

2.5 Formal terms of reference for the VRP Board will be developed and agreed by the VRP Board following its initial meeting.

3. VRP Forum

3.1 The Partner Authorities shall establish the VRP Forum in accordance with the provisions of this Schedule.

3.2 The VRP Forum will comprise of officer representatives of the Partner Authorities and representatives from the following interested third parties organisations:

3.2.1 Valleys Taskforce

3.2.2 Visit Wales

3.2.3 Welsh Government Environment

3.2.4 Natural Resources Wales

3.2.5 Aneurin Bevan University Health Board

3.2.6 Cwm Taf Morgannwg University Health Board

3.2.7 Swansea Bay University Health Board

3.3 The VRP Forum shall:

3.3.1 support the VRP Team in delivering the Project;

3.3.2 contribute towards the on-going review and update of the Delivery Plan to reflect priorities of the Project;

3.3.3 contribute towards the review medium term funding options;

3.3.4 report directly to the VRP Board as required.

3.4 Formal terms of reference for the VRP Form will be developed and agreed by the VRP Board following its initial meeting.

SCHEDULE 3: VRP PROSPECTUS

SCHEDULE 4: OFFER LETTER