

DATED

**DEED OF VARIATION OF AGREEMENT DATED 16 JULY 2014 TO CONSTITUTE A JOINT
COMMITTEE TO DELIVER EDUCATIONAL IMPROVEMENTS IN SCHOOLS IN CENTRAL AND SOUTH-WEST
WALES**

between

- (1) CARMARTHENSHIRE COUNTY COUNCIL
AND
(2) CEREDIGION COUNTY COUNCIL
AND
(3) CITY AND COUNCIL OF SWANSEA
AND
(4) PEMBROKESHIRE COUNTY COUNCIL
AND
(5) POWYS COUNTY COUNCIL**

DRAFT

This deed is dated [DATE]

Parties

- (1) **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall, Castle Hill, Carmarthen SA31 1 JP ("Carmarthenshire")
- (2) **CYNGOR SIR CEREDIGION COUNTY COUNCIL** of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion, SA46 0PA ("Ceredigion")
- (3) **CITY AND COUNCIL OF SWANSEA** of Civic Centre, Oystermouth Road, Swansea SA 1 3SN ("Swansea")
- (4) **PEMBROKESHIRE COUNTY COUNCIL** of County Hall, Haverfordwest, Pembrokeshire SA61 1 TP ("Pembrokeshire")
- (5) **POWYS COUNTY COUNCIL** of County Hall, Llandrindod Wells, Powys LD1 5LG ("Powys")

together referred to as the Parties or individually, the Party, howsoever the context requires.

BACKGROUND

- (A) The Parties together with **NEATH PORT TALBOT COUNTY BOROUGH COUNCIL** of Civic Centre, Port Talbot SA 13 1 PJ ("Neath Port Talbot") are party to an agreement to constitute a Joint Committee to deliver educational improvements in schools in central and south-west Wales dated 16 July 2014 (**Agreement**), a copy of which is attached as **Error! Bookmark not defined.Error! Reference source not found.** to this deed].
- (B) Neath Port Talbot, in accordance with clause 15.1 of the Agreement, gave notice in writing to the Parties to withdraw from the Agreement which took effect on 31 March 2020. The Joint Committee were asked by Welsh Government to consider including schools within the geographical area of Neath Port Talbot in some of the programmes managed regionally by Education through Regional Working ("ERW") in order that Neath Port Talbot schools would have access to key national initiatives.
- (C) Carmarthenshire, Ceredigion and Swansea have issued withdrawal notices of intention to withdraw from the Agreement, effective from 31 March 2021. Powys and Pembrokeshire have not given notice to withdraw to date. The Joint Committee at a meeting on 13 November 2020 considered two reports on proposed changes to the Agreement subject to approval being obtained from the Parties. The Joint Committee agreed to the proposed changes to the Agreement to enable access to Neath Port Talbot schools and variations to facilitate termination of the Agreement. Consequently, the parties wish to amend the Agreement as set out in this deed with effect from [[DATE] **OR** the date of this deed] (**Variation Date**).

Agreed terms

Terms defined in the Agreement

In this deed, expressions defined in the Agreement and used in this deed have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this deed.

1. Variation

1.1 With effect from the Variation Date the Parties agree the following amendments to the Agreement so that the Agreement is read to include the following wording:

1.1.2 The Parties agree that the Consortium under the direction of the Joint Committee and the Executive Board can provide the following services to Neath Port Talbot for the period from 1 April 2020 to 31 March 2021:-

- Innovation & QI Schools Quality Improvement
- Engaging Non Pioneers
- Professional Learning - Pioneer Schools
- Initial Teacher Education Partnership Pilots
- Initial Teacher Education Part time & work based
- Non-pioneer Cluster funding
- Higher Education Institutions Accreditation Manager funding
- Higher Level Teaching Assistants
- National Professional Qualification for Headship programme
- Newly Qualified Teachers programme
- Emerging Leader Programmes e.g. Middle Leaders

1.1.3 The Parties agree for the Consortium to receive grant funding from the Welsh Government in respect of Neath Port Talbot's allocation of funding in relation to the Regional Consortia School Improvement Grant ("RCSIG") for the specific services listed above and Education Workforce Council for the Newly Qualified Teachers programme. Where appropriate, the Consortium will distribute the funding to Neath Port Talbot and the schools within their geographical area subject to a deduction in respect of administration charges associated with the provision of the services accessed and distribution of the grant funding. The Parties agree that any funding distributed to Neath Port Talbot from the Consortium will be subject to Terms and Conditions as set out in the grant award letters from Welsh government to ensure value for money and assess outcomes. Any monies unspent or incomplete work for the purpose of which it has been distributed would need to be repaid to the Consortium by Neath Port Talbot.

1.1.4 The Parties agree for the Consortium to invoice Neath Port Talbot in respect of the administration charges associated with the provision of the services and distribution of the grant funding.

1.1.5 The Parties wish to record that as Neath Port Talbot have withdrawn from the Agreement, reference to Authority or Authorities and Consortium within the Agreement shall not include a reference to Neath Port Talbot save that Neath Port Talbot shall remain liable for the obligations, costs and indemnities referred to in the Agreement and accrued at the date of Neath Port Talbot's withdrawal from the Agreement.

1.1.6 The Parties agree the following variations to clause 15 of the Agreement where deletions to the original Agreement are shown in struck through text and additions are shown in underlined text.:-

(A) 15.1 Any Authority may withdraw from this Agreement by giving notice in writing to each of the other Authorities to expire ~~12 months~~ 3 months from the end of the Financial Year in which the notice is given.

(B) Insertion of new clause

15.6 Where all of the Authorities have given notice to withdraw from this Agreement, the Agreement will be determined and the Joint Committee and the Executive Board shall cease to exist at the end of the Financial Year in which the last notice to withdraw takes effect and the Authorities shall remain liable for the following costs in equal proportions:-

15.6.1 the operational costs calculated to the date of termination; and

15.6.2 costs arising as a consequence of the indemnities referred to in the Agreement including Clauses 10.2, 13.3 and 15.2;

15.6.3 the cost of any redundancies consequent upon the termination; and

15.6.4 any other costs properly incurred in connection with this Agreement or its termination.

1.2 Except as set out herein, the Agreement shall continue in full force and effect.

2. Governing law

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

3. Jurisdiction

3.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The COMMON SEAL of CYNGOR SIR)

CEREDIGION COUNTY COUNCIL)

was hereunto affixed in the presence of:

Corporate Lead Officer

Legal & Governance Services

Executed as a Deed by affixing)

the COMMON SEAL of)

CARMARTHENSHIRE COUNTY COUNCIL)

In the presence of

Executed as a Deed by affixing)

the COMMON SEAL of)

PEMBROKESHIRE COUNTY COUNCIL)

In the presence of

Executed as a Deed by affixing)

the COMMON SEAL of)

POWYS COUNTY COUNCIL)

In the presence of

Executed as a Deed by affixing)

the COMMON SEAL of)

CITY AND COUNCIL OF SWANSEA)

In the presence of

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