

DATED

2023

-----

**DEED OF VARIATION OF AGREEMENT DATED XXXXX TO CONSTITUTE A JOINT COMMITTEE TO SUPPORT THE DELIVERY OF EDUCATIONAL IMPROVEMENTS THROUGH PARTNERIAETH ADDYSG DE ORLLEWIN CYMRU**

between

**(1) CARMARTHENSHIRE COUNTY COUNCIL**

AND

**(2) PEMBROKESHIRE COUNTY COUNCIL**

AND

**(3) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA**

This deed is dated 2023

**Parties**

(1) **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall, Castle Hill, Carmarthen, SA31 1JP ("Carmarthenshire")

(2) **PEMBROKESHIRE COUNTY COUNCIL** of County Hall, Haverfordwest, Pembrokeshire, SA61 1TP ("Pembrokeshire")

(3) **THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA** of Civic Centre, Oystermouth Road, Swansea SA 1 3SN ("Swansea")

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

**Background**

(A) On the 20<sup>th</sup> April 2022 the Parties entered into an Agreement ("the Agreement") to constitute a Joint Committee to support the delivery of educational improvements through Partneriaeth Addysg De Orllewin Cymru / South West Wales Education Partnership ("the Joint Committee")

- (B) The Terms of Reference of the Joint Committee are set out in Schedule 3 of the Agreement, and more particularly para 3.1 provides that the voting members of the Joint Committee shall be the Leaders of the Parties.
  
- (C) Due to frequent conflicting demands on the Leaders' time the Parties wish to amend the Agreement as set out in this deed with effect from xxxxx (**Variation Date**) to the intent and purpose that the Parties may nominate either their Leader or the Cabinet Member with the Education portfolio as the voting member of the Joint Committee, and xxxxxxxxxxxxxxxx.

## **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 that Schedule 3 of the Agreement shall be replaced by the Schedule 3 set out in the Appendix to this Deed of Variation

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.

## APPENDIX

### SCHEDULE 3

#### Terms of Reference of the Joint Committee

##### 1 Governance

- 1.1 The Leaders or the Cabinet Member with responsibility for Education as nominated by each of the three Councils are the nominated voting members of the Joint Committee

##### 2 Purpose

2.1 The Joint Committee has ultimate responsibility and accountability for decisions taken in relation to the operation of the PARTNERIAETH.

2.2 The Joint Committee's functions shall include:

- (a) Implementing appropriate governance structures for the PARTNERIAETH.
- (b) Developing and implementing the strategic planning for the PARTNERIAETH to include approval and adoption of the Business Plan.
- (c) Overall responsibility for the performance monitoring.
- (d) Approving the Annual Budget and the statement of accounts, agreeing the basis on which the Annual Budget will be funded and any change to the basis for calculation of each Council's Contribution to the Annual Budget. The approval of the first Annual Budget shall be a matter reserved to the Councils in accordance with Schedule 8. All subsequent Annual Budgets will be approved by the Joint Committee taking recognition of the current economic climate and pressure on the public sector in the applicable year, and on the proviso that the approval shall not result in any Annual Budget exceeding the previous years Annual Budget by more than 5 %.
- (e) Approving the internal audit plan, internal audit charter and receiving the Head of Internal Audit annual assurance option.
- (f) Receiving external audit reports, including the audit of accounts report (ISA 260)
- (g) Approving the annual governance statement
- (h) Appointing the Lead Council for each of the Functions
- (i) Responsibility for resource allocation and ensuring optimal staffing levels to achieve the Objects.
- (j) Appointing the Lead Officers as required by clause 10.11.
- (k) Appointing (in consultation with the Strategic Group) the PARTNERIAETH Lead Officer.
- (l) To receive and consider reports and recommendations from the PARTNERIAETH Lead Officer, the Strategic Group or the Joint Scrutiny Councillor Group.
- (m) Strategic communications.
- (n) Subject to the prior approval of the Councils, receiving and considering Withdrawal Notices and approving the Liabilities Schedule for a withdrawing Council.

### 3 Membership

3.1 Each of the Councils shall appoint its Leader or Cabinet Member with responsibility for Education as a member of the Joint Committee and all such members shall have full voting rights.

3.2 Each of the Councils shall also appoint a non voting member of the Joint Committee, who shall - if they have not been nominated as the voting member of the Joint Committee under para 3.1 above - be the Cabinet Member with responsibility for Education.

3.3 In the event that the voting member is unable to attend all or part of a meeting of the Joint Committee the relevant non voting member will automatically substitute for the voting member and shall be able to vote in their place. In the event that the non voting member is unable to attend the meeting as the voting member then the nominated voting member can appoint an alternative substitute with full voting rights for the period that they are substituting for the voting member.

3.4 In the event that that the non voting member is either substituting for the voting member in accordance with paragraph 3.3 or is otherwise unable to attend the meeting of the Joint Committee then that non voting member may appoint a substitute to attend meetings of the Joint Committee in a non-voting capacity.

3.5 The Joint Committee shall be entitled to co-opt such additional persons to the Joint Committee as non-voting members as the Joint Committee sees fit and on terms to be determined by the Committee.

3.6 The co-option of any person as a non-voting member shall be subject to that person confirming in writing to the monitoring officer that he or she agrees to comply with the Co-opted Member Protocol in Schedule 7. No co-option shall take effect until such confirmation has been given.

3.7 The following officers shall attend the meetings of the Joint Committee and shall not have a vote:

(i) The Chief Executive of each of the Councils with the Lead Chief Executive to support the Chair and advise members.

(ii) The Director of Education of each of the Councils with the Lead Director to provide technical advice to the members.

(iii) The PARTNERIAETH Lead Officer who shall provide a report dealing with the progress in attaining the Objects including an update on the Business Plan.

(iv) The Chair of the Joint Scrutiny Councillor Group with observer status only.

(v) The Lead Council with responsibility for Finance will arrange for its S.151 officer (or a deputy) to attend to report on the Annual Budget, Statement of Accounts and any other financial matters.

(vi) The Chair of the Strategic Group to present and advise on reports from the Strategic Group.

(vii) The monitoring officer and section 151 officer of each of the Councils shall be entitled to attend meetings of the Joint Committee as an advisor dependant on the subject matter of agenda items.

3.8 The Joint Committee may invite officers of the Councils or from outside bodies to attend committee meetings to present reports or to participate in Joint Committee business or to observe proceedings. These officers will not be members of the Joint Committee, will not form part of the quorum and will not be entitled to vote.

#### **4 Chair**

4.1 The Chair of the Joint Committee shall be one of the voting members appointed to the Joint Committee.

4.2 The Chair of the Joint Committee shall be elected for a two year term in the first instance, reviewed annually thereafter.

4.3 The two **voting members** of the remaining local authorities shall be appointed as Deputy Chairs.

#### **5 Voting**

5.1 Each member of the Joint Committee shall have one vote. Decisions of the Joint Committee shall be made by simple majority vote. In the event of an equality of votes, the Chair of the Joint Committee shall have a casting vote. In the absence of the Chair or in the event of the Chair withdrawing from the meeting for a particular agenda item, then the Joint Committee shall determine which of the Deputy Chairs shall sit as chair pro tem and that Deputy Chair shall have the casting vote for such period as the Chair is absent from the meeting.

#### **6 Proceedings of Meetings**

6.1 The rules of procedure in the constitution of the Lead Council responsible for administration of the Joint Committee shall apply to meetings of the Joint Committee.

6.2 The **voting and non voting members** of the Councils shall be subject to the codes of conduct of their respective Councils.

6.3 Co-opted members of the Joint Committee who are not members of the Councils shall be subject to the rules of conduct in Schedule 7 and shall sign an undertaking in the form set out at Schedule 7 to confirm that they shall abide by those rules of conduct.

#### **7 Quorum**

7.1 The quorum for a meeting of the Joint Committee shall be one representative with voting rights from each of the three Councils.

## **8 Frequency**

8.1 The Joint Committee shall meet on a regular basis at a frequency to be determined by the Joint Committee. Additional meetings may be called by the Chair on at least seven clear days' notice issued through the Central Team.

## **9 Allowances**

9.1 No allowances shall be paid.

## **10 Servicing**

10.1 The Lead Council with responsibility for administration of the Joint Committee shall organise appropriate servicing for the meetings.

## **11 Sub groups**

11.1 The Joint Committee by agreement can introduce sub-groups or task & finish groups for any matters which they feel would be better dealt with in this way. These subgroups shall report to the Joint Committee with any recommendations or draft papers or reports.

## **12 Review**

12.1 The terms of reference of the Joint Committee shall be reviewed annually and any recommendations for variation shall be referred to the Councils for determination

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

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 )  
THE COUNCIL OF THE CITY  
AND COUNTY OF SWANSEA )

In the presence of