

DATED 2021

**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) THE COUNCIL OF THE CITY AND COUNTY OF SWANSEA
AND
(3) PEMBROKESHIRE COUNTY COUNCIL
AND
(4) POWYS COUNTY COUNCIL

This deed is dated 2021

Parties

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

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

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

(4) **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 SA13 1PJ ("Neath Port Talbot") and CYNGOR SIR CEREDIGION COUNTY COUNCIL of Neuadd Cyngor Ceredigion, Penmorfa, Aberaeron, Ceredigion, SA46 0PA ("Ceredigion") are the original parties to an agreement to constitute a Joint Committee to deliver educational improvements in schools in central and south-west Wales dated 16 July 2014 (the "Agreement"), a copy of which is attached as **Error! Bookmark not defined.Error! Reference source not found.** to this deed.
- (B) Both Neath Port Talbot and Ceredigion, in accordance with clause 15.1 of the Agreement, have given notice in writing to the Parties to withdraw from the Agreement. The notice served by Neath Port Talbot took effect on 31 March 2020 and the notice served by Ceredigion took effect on 31 March 2021.
- (C) The Joint Committee was requested 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.
- (D) 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 Neath Port Talbot schools to access services and variations to the notice provisions to facilitate termination of the Agreement. Services have been delivered to

Neath Port Talbot outside of the contractual arrangements contained within the Agreement from 1 April 2020 and ongoing.

- (E) Carmarthenshire and Swansea who had previously issued notices to withdraw from the Agreement, subsequently decided to withdraw those notices and to continue with the current arrangements, working together with Powys and Pembrokeshire until 31st August 2021 to allow the Parties further time to consider options and models for future delivery.
- (F) On 30 March 2021 the Joint Committee resolved to provide services to Ceredigion outside of the contractual arrangements covered by the Agreement from the date immediately following their withdrawal on 31 March 2021 until 31 August 2021. It was also agreed that services would continue to be provided to Neath Port Talbot until 31 March 2022 or until the dissolution of the Consortium if this occurs earlier.
- (G) Consequently, the Parties wish to amend the Agreement as set out in this deed with effect from the **1 April 2020 (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 from 1 April 2020 and for such a period as is agreed by the Parties:-

- 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 (HLTA)
- National Professional Qualification for Headship (NPQH) programme
- Newly Qualified Teachers (NQT) programme
- Emerging Leader Programmes e.g. Middle Leaders

1.1.3 The Parties agree that the Consortium under the direction of the Joint Committee and the Executive Board can provide services to Ceredigion from 1 April 2021 and for such period as is agreed by the Parties in accordance with the service request from Ceredigion set out below :-

- The head of the Pupil Referral Unit to continue attending the regional network meetings, normally termly, and for Ceredigion to pay for a place at those meetings.
- Ceredigion to be involved in the process relating to NQT's for the summer term 2021.
- To commission places on the HLTA programme approximately 4 in total on the basis of cost per person with the detail yet to be agreed.
- To commission places on the newly appointed Heads and the Temporary Heads programmes. Cost will be on a per person basis with the detail yet to be agreed.
- To commission places on the NPQH programme on a cost per person basis. The detail is yet to be agreed but the cost of service provision will reflect the amount of grant funding paid by Welsh Government for this element.

1.1.4 The Parties agree that for the period April 2020 to 31 March 2021 the Consortium shall 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 at clause 1.1.2 and Education Workforce Council for the Newly Qualified Teachers programme. Where appropriate, the Consortium will distribute the funding to Neath Port Talbot and to 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 to 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.

1.1.5 From 1 April 2021 and for such period as is agreed by the Parties the Consortium shall continue to provide services to Neath Port Talbot in accordance with clause 1.1.2 and will provide services to Ceredigion in accordance with clause 1.1.3 by raising an invoice for the cost of the services provided, to be paid by Neath Port Talbot and Ceredigion from their respective allocations of RCSIG funding received directly from Welsh Government. Invoices will include all administration charges associated with the provision of the services and will be raised [when] to be paid by Neath Port Talbot and/or Ceredigion within [xx] days.

1.1.6 The Parties acknowledge that Pembrokeshire will enter into separate agreements with both Neath Port Talbot and Ceredigion to facilitate the provision of the services listed in clauses 1.1.2 and 1.1.3. Pembrokeshire agrees that it will provide the Parties with copies of the agreements for services for approval prior to their signature by Neath Port Talbot and Ceredigion.

1.1.7 The Parties wish to record that as Neath Port Talbot and Ceredigion have withdrawn from the Agreement, reference to Authority or Authorities and Consortium within the Agreement shall not include a reference to Neath Port Talbot and Ceredigion save that Neath Port Talbot and Ceredigion shall remain liable for the obligations, costs and

indemnities referred to in the Agreement and arising as a result of their respective withdrawals from the Agreement.

1.1.8 The Parties agree the following variations to clause 15 of the Agreement:-

Delete clause 15.1 and insert “Any Authority may withdraw from this Agreement by giving at **least 1 months’ notice** in writing to each of the other Authorities.”

Insert a new clause

15.6.1 In the event that all Authorities withdraw from the Agreement on the same date, the Authorities agree that the Joint Committee and the Executive Board shall cease to operate as at the date of withdrawal and the Agreement will terminate as at the date of withdrawal except that the following clauses shall survive termination – clauses 10.2, 11, 13.3, 14, 15, 16 and 19.

15.6.2 The Authorities shall remain liable for the following costs in equal proportions having first taken account of and deducted any liability of Neath Port Talbot and Ceredigion pursuant to clause 15.2 and 15.4 :-

- (i) the operational costs calculated to the date of termination; and
- (ii) costs arising as a consequence of the indemnities referred to in the Agreement including Clauses 10.2, 13.3 and 15.2;
- (iii) the cost of any redundancies consequent upon the termination; and
- (iv) 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.

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)

THE COUNCIL OF THE CITY
AND COUNTY OF SWANSEA

)

In the presence of