

Sport North Wales

Establishment of Sport North Wales Partnership

Summary Report

Draft

October 2020



Sport North Wales

Establishment of Sport North Wales Partnership

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1. Purpose

- 1.1. To request approval for XXXX to support the establishment of Sport North Wales (SNW) Partnership.
- 1.2. To request approval for XXXX to be a partner in the Sport North Wales(SNW) Partnership and/or represent XXXX on the SNW Governance Board.

2. Background and context

- 2.1. The context behind the formation of SNW is the national Vision for Sport in Wales which seeks to transform Wales into an Active Nation (<https://visionforsport.wales/>) and also the Sport Wales Strategy which envisages a Wales where everyone is Active (<https://www.sport.wales/sport-wales-strategy/>). This is the starting point for the Sport Wales Partner Investment Strategy and the rationale for SNW.
- 2.2. The Vision for SNW has been developed through our new and exciting collaborative partnership. This is made up of a number of well-established organisations who operate across the region – organisations that share a collective ambition to work together and to make a significant change and impact which will benefit the people of North Wales.

‘To empower our communities in North Wales to be more active, leading healthier and happier lives’

- 2.3. SNW’s collaborative approach reflects the fact that no one organisation can achieve this ambition on its own and it is vital that we work in partnership with communities and other public sector organisations, private sector and third sector to make the improvements happen.

3. The progress of SNW to date

- 3.1. In responding to the new vision for regional working, SNW has been through a number of important developmental stages since the summer of 2018. In summary it has:
 - i) Obtained formal Local Authority permission to proceed with an Expression of Interest and subsequent Business Case.
 - ii) Undertaken an Options Appraisal of the best governance models
 - iii) Developed consensus of the governance framework i.e. a host authority for an initial term of 5 years
 - iv) Developed insight piece to identify key regional issues aligned to the outcomes and identify the delivery partners / projects who are able to provide the solutions and innovation.

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- 3.2. After 5 years it is envisaged that SNW will be firmly established as an effective and robust regional body. It will be seen and recognised as providing clear leadership, insight and overview to effectively encourage and support innovation and challenge to those delivering physical activity across the region. SNW will add value and drive change in community commissioning and delivery by working more closely with, and within, those communities. As a result of SNW's collaborative approach, there will be evidence of real change and benefits to all communities across North Wales through a common output and outcome measurement system. This Performance Management Framework will be developed to support and benefit SNW's cross sector collaboration and will be based on learning and evidence and impact. Learning will be key in terms of future delivery.

4. The Transition from existing delivery arrangements to the SNW Partnership

- 4.1. The SNW Strategic Outcomes Framework contributes to the Sport North Wales Year 1 Business Case 2020/21 Transition Phase.
- 4.2. Following the partner engagement workshops and the creation of the Strategic Outcomes Framework, the first North Wales Regional Plan was developed. This plan was developed and informed by the submission of six individual Local Authority based plans for 2020/21, detailing local commitment and approach to implementing the emerging Sport North Wales Strategic Framework. These LA plans align to the Strategic Outcomes Framework; they highlight the use of insight, data and information that informed the individual LA plans and priorities, in line with Sport North Wales' Intent, and approaches within the Strategic Framework.
- 4.3. The following key principles underpin the Strategic Outcomes Framework, the Regional Plan and LA plans:
- **Partners will commit to working with Sport North Wales (SNW) on the ongoing development of a shared understanding of what collaborative regional leadership, planning and delivery will look like going forward; in considering regional collaboration it will be fundamental to ensure that this happens at all levels and in all possible directions so that priorities, the thinking about how best to address these and the sharing of learning is embedded in and around the SNW Partnership**
 - **Partners recognise that future decisions will be based on collective insight and learning, building on the successful aspects of the current delivery system across North Wales, as well as meeting their local needs;**
 - **2021-22 will be a transition year where all partners will need to be proactively and collectively contributing during this period, to ensure we have truly collaborative and coordinated approach to North Wales; and**
 - **Partners to continue to consider their Free Swim Plans, within the context of Sport North Wales, and will continue to commit to working with the Sport North Wales and Project Team, Sport Wales and Swim Wales.**

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4.4. The Key Principles for funding North Wales LA's 2021/2022 as part of the transition phase will be:

- **LA Partners will commit to working with Sport North Wales (SNW) on the ongoing development of a shared understanding of what collaborative regional leadership, planning and delivery will look like going forward;**
- **LA Partners recognise that future decisions will be based on collective insight and learning, building on the successful aspects of the current delivery system across North Wales, as well as meeting their local needs; and**
- **2021-22 will be a transition into a new way of working. All LA partners will need to be proactively and collectively contributing during this period, to ensure we have truly collaborative and coordinated approach to North Wales.**

4.5. As SNW gathers momentum future editions of the Regional Plan will be informed by the wider collaborative and commissioned partners who collectively will support the implementation of the regional vision.

4.6. In future regional planning exercises the process of developing the Regional Plan will be wider than just local authorities.

5. Host authority – Conwy CBC

5.1. It was recognised early on that the transition phase and the early years of SNW will require support from a hosting organisation. This is for three main reasons:

- **It will enable SNW, through the SNW Regional Director to focus on establishing the partnership and the outcomes to be delivered, as opposed to recruiting staff to deliver back office support**
- **It will enable SNW as a partnership to develop internal learning about the nature and extent of resources it needs internally, and which it can source externally**
- **It will enable understanding from the outset about the budget for organisational operation as distinct from that which will be focussed on the collaborative working to deliver identified outcomes**

5.2. The initial hosting of SNW will be the responsibility of Conwy County Borough Council (CCBC); this was agreed through a competitive process whereby interested parties were invited to bid to be the host organisation.

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5.3. The SNW Members agreed that CCBC will be the lead authority for the initial 5 years of the Partnership. The specific role of CCBC is to:

- **Be the lead and host authority and accountable body for the Sport North Wales Collaboration;**
- **Be responsible for the appointment and employment of the Regional Director;**
- **As lead and host authority, be allocated an agreed proportion of the Sport Wales Funding to contribute towards the Regional Director role and CCBC's role as the lead and host authority;**
- **As the host authority of the Collaboration, be the principal contact for engagement with Sport Wales in relation to the Sport Wales Funding and adherence to the Sport Wales governance requirements on behalf of the Collaboration;**
- **Manage the SNW Account and be responsible for the allocation of funding from the SNW Account as determined by the Governance Board;**
- **Engage employees to roles related to the management and operation of the Collaboration;**
- **Ensure that Partnership Board and Governance Board meetings are undertaken in accordance with the provisions for the board set out in [Appendix 1](#).**

5.4. In addition to the above, CCBC will provide organisational and administrative support to SNW.

6. Governance and Legal Framework

6.1. The draft Heads of Terms (HOT) for the SNW Partnership is set out in full in [Appendix 1](#).

6.2. Pursuant to section 2 Local Government Act 2000 and section 111 Local Government Act 1972 the SNW Members will enter into the Inter-Authority Governing Agreement to set out clearly their roles and responsibilities in relation to the governance and structure of SNW.

6.3. SNW Partners will sign up to the Partnership and the Head of Terms for an initial term of five years from the date on which the Agreement is validly executed by the SNW Members.

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7. Financial

- 7.1. Currently, Sport Wales provides separate funding directly to the six local authorities, which are then responsible for spending in their respective regions. However, if SNW is approved, it will receive cumulative funding from Sport Wales (estimated at c. £2.7m million per annum for the region) and will decide on how this money is spent across the North Wales region.
- 7.2. SNW is clear that the indicative total 5 year funding for Sport North Wales from 2021-22 to 2025-26 is as follows:

Table 7.1: Indicative total 5 year funding for Sport North Wales from 2021-22 to 2025-26

	Sport North Wales	Description
WG Exchequer	£4,540,307	A resource to give every young person a great start through providing person centred activities. (This currently funds community sport and is used to employ staff – Active Young People budget).
Free Swim Investment	£1,617,750	Hypothecated funding to deliver the requirements of the Free Swimming Initiative
Lottery – local grant scheme *	£4,608,937	Lottery budget: A commissioning budget to support local development opportunities with delivery aligned to the Vision for Sport in Wales. (This includes current Community Chest and an allocation of Development Grant budgets)
Innovation Fund *	£2,187,500	Lottery Budget: A commissioning budget to develop new collaborative & innovative opportunities aligned to the Vision for Sport whilst delivering local / regional priorities. This resource is to be used as a tool to leverage match funding.
Strategic Operating Support	£575,000	To support the strategic function of the partnership through leadership, developing insight and support to operational running.
Total over 5 years	£13,529,494	

* The Lottery and Innovation Funds will be held and administered by Sport Wales but will be available for SNW to draw against.

- 7.3. A draft budget for the initial 5 years of SNW is summarised in [Appendix 2](#). This sets out the known income for SNW and additional funding through commercial or other sources which SNW has the ambition of raising together with the Project Costs and defined Hosting Costs apportioned to Conwy.

8. Time-line and Approval Process

- 8.1. SNW is submitting this business case to Sport Wales in October 2020 for assessment, in preparation for their Sport Wales Board on the 26th November 2020.
- 8.2. Partners are requested to confirm their support for the establishment of Sport North Wales (SNW) Partnership as near to the above date as possible.

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Appendix 1: Heads of Terms for Inter-Authority Governing Agreement for Sport North Wales Collaboration

Number	Provision	Material Obligations
1.	Parties	<p>Conwy County Borough Council of Bodlondeb, Conwy North Wales, LL32 8DU ("CCBC");</p> <p>Denbighshire County Council of Wynnstay Road, Ruthin, LL15 1YN;</p> <p>Flintshire County Council of County Hall, Mold, Flintshire CH7 6NB;</p> <p>Gwynedd Council of Council Headquarters, Castle Street, Caernarfon, Gwynedd, LL55 1SE;</p> <p>Isle of Anglesey County Council of Council Offices Llangefni, Anglesey LL77 7TW;</p> <p>Wrexham County Borough Council of 16 Lord Street, Wrexham LL11 1LG;</p> <p>Betsi Cadwaladr University Health Board of Wrexham Maelor Hospital, Croesnewydd Road, Wrexham, LL13 7TD;</p> <p>Bangor University of College Road, Bangor, LL57 2DG</p> <p>Wrexham Glyndwr University of Mold Road, Wrexham, LL11 2AH</p> <p>Disability Sport Wales of Sport Wales National Centre, Cardiff, CF11 9SW</p> <p>GwE of Bryn Eirias, Ffordd Abergele, Bae Colwyn, LL29 8BY</p> <p>Public Health Wales of 2 Capital Quarter, Tyndall Street, Cardiff, CF10 4BZ</p> <p>Adra of Tŷ Coch, Llys y Dderwen, Parc Menai, Bangor, LL57 4BL</p> <p>North Wales Housing of Plas Blodwel, Broad Street, Llandudno Junction, Conwy, LL31 9HL.</p> <p>Wales & West Housing of Tŷ Draig, St. David's Park, Ewloe, Deeside. CH5 3DT</p> <p>Grwp Cynefin of Ty Silyn, Penygroes, Gwynedd.</p> <p>Cartrefi Conwy of Morfa Gele, North Wales Business Park, Cae Eithin, Abergele, LL22 8LJ</p> <p>ClwydAlyn of 72 Ffordd William Morgan, St Asaph Business Park, St Asaph, Denbighshire. LL17 0JD</p> <p>each an "SNW Member" and together the "SNW Members" (except where individually defined).</p>
2.	Background and Recitals	<p>Under the brand/banner of "Sport North Wales", the SNW Members are in the process of preparing a business case, for submission to Sport Wales and Welsh Government, in relation to the creation of a collaboration which will, via CCBC as the host authority of the collaboration, receive funding directly from Sport Wales for expenditure on sport and leisure activities and projects across North Wales ("Sport North Wales" or the "Collaboration").</p> <p>The SNW Members understand that good governance is a key foundation for the success of Sport North Wales and is not only the management of day-to-day operations but rather the framework of strategy, risk management controls and processes and an organisational approach to ensure the culture, values and integrity are observed by all.</p> <p>Currently, Sport Wales provides separate funding directly to the six local authorities detailed in paragraph 1 (Parties), which are then responsible for spending in their respective regions. However, if Sport North Wales is approved, the Collaboration will receive funding from Sport Wales (estimated at c. £13.14 million over the five year term) ("Sport Wales Award") and will decide on how this money is spent across the North Wales region.</p>

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Number	Provision	Material Obligations
		<p>It is envisaged that the creation of the Collaboration will facilitate spending across a wider platform and support Sport North Wales' vision "to empower our communities in North Wales to be more active, leading healthier, happier lives" (the "Vision") which in turn aligns with the Sport Wales strategy and ultimately contributes to the sector-wide vision of "an active nation where everyone can have a lifelong enjoyment of sport".</p> <p>While parties to the Collaboration are set out in paragraph 1 of these Heads of Terms, the Collaboration Agreement ("Agreement") entered into by the SNW Members contains a Project Approvals Process (see paragraph 10) through which SNW Members and other delivery organisations, such as sports clubs in North Wales ("Delivery Organisations") are able to apply for funding from Sport North Wales to support local and regional sports projects across North Wales.</p> <p>In order to support its business case for the creation of Sport North Wales, the SNW Members need to present a legal and governance framework with their business case, to demonstrate that a strong structure is in place which will ensure that the SNW Members have representation and a decision-making process which is effective and will support achievement of the:</p> <ol style="list-style-type: none">1) Objectives;2) the Vision; and3) the Sport Wales Governance and Leadership Framework; and4) the Sport Wales Capability Framework. <p>Pursuant to section 2 Local Government Act 2000 and section 111 Local Government Act 1972, if the business case for Sport North Wales is approved by Sport Wales, the SNW Members will enter into the Agreement which sets out clearly their roles and responsibilities in relation to the governance and structure of the Sport North Wales collaboration, as set out in these Heads of Terms.</p> <p>The parties agree that the provisions contained in these Heads of Terms would govern the relationship between the parties in the Sport North Wales collaboration, if approved by Sport Wales.</p> <p>Sport North Wales will comprise two boards:</p> <ol style="list-style-type: none">1) a Governance Board which has members from the six local authorities in North Wales; and2) a Partnership Board which has wider representation from the public sector in North Wales (local authorities, health, education, housing and equalities) in addition to independent members appointed on the basis of their skills. <p>The Partnership Board sits under the Governance Board and has a more operational focus, (see section 8 below) with responsibility for implementing the strategic vision of Sport North Wales and ensuring Sport North Wales' Objectives are progressed successfully across the region, though with a local impact, whereas the Governance Board will oversee the governance of Sport North Wales and the activities of the Partnership Board (see section 7 below).</p>

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Number	Provision	Material Obligations
		<p>The reason for having two boards is that SNW have agreed to adopt a local authority 'hosted model' approach pursuant to section 2 Local Government Act 2000 and section 111 Local Government Act 1972. This requires the SNW Local Authority Members to enter into this Inter-Authority Governing Agreement, which sets out clearly their roles and responsibilities in relation to the governance and structure of SNW. Rather than having one board with decision-making powers held centrally by the six Local Authorities it was agreed to introduce a second board (the Partnership Board) which would have authority to implement the vision for SNW and could engage wider representation of the regional partnership as well as independent skills based board members. The dual boards approach ensures sufficient scrutiny and accountability for both strategic and operational activities, with a clear delineation between the two.</p> <p>A Regional Director, employed by CCBC, will have responsibility for the performance and success of Sport North Wales and will act as a liaison between the Partnership and Governance Board (see section 9 below).</p>
3.	Term	<p>An initial term of five years from the date on which the Agreement is validly executed by the SNW Members.</p> <p>Capable of extension by agreement of the SNW Members and Sport Wales with the length of the extension also to be agreed by the SNW Members.</p>
4.	Sports North Wales' Objectives and Values	<p>Sport North Wales' Objectives, aligned with the Sport Wales Governance and Leadership and Capability Frameworks, are:</p> <ol style="list-style-type: none"> 1. To modernise, improve and develop a sustainable sport sector in North Wales ensuring a balance between leadership and governance to realise the Vision and set the strategic direction for North Wales through skills-based diverse Governance and Partnership Boards; 2. Creating the conditions necessary for the sector to respond proactively and dynamically to the challenges placed on public bodies by the Future Generations (Wales) Act 2015 to consider the long-term impact of their decision-making and prioritise working with people and communities; 3. Increase participation in sport through: <ul style="list-style-type: none"> ➤ acting with integrity, accountability and transparency; ➤ prioritising workloads and areas that can make the biggest difference; ➤ focusing on behaviour and culture; ➤ putting participants' interests at the heart of decision-making and ensuring a participant-focused approach; ➤ establishing a basis for conversations about how the SNW Members can improve as organisations; and ➤ a focused outcomes framework which targets children, young adults, adults and over-60s. 4. Tackling the socio-economic challenges confronting those involved with community sport; 5. Tackle inequality in sport and cater for the diverse nature of the sector to ensure the safety, wellbeing and welfare of all participants in sport; 6. Ensuring a strong approach to health and safety compliance pervades all activities of the Collaboration; 7. Ensuring that safeguarding standards are met in all areas of Sport North Wales;

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Number	Provision	Material Obligations
		<ol style="list-style-type: none"> 8. Attracting investment from other sources of funding; and 9. Promote equality, diversity, sustainability and inclusivity in all actions.
5.	CCBC's Obligations	<p>The SNW Members agree that CCBC shall be the lead authority for the duration of the Term. CCBC shall, as the host authority:</p> <ol style="list-style-type: none"> 1) Be the lead and accountable body for the Sport North Wales Collaboration; 2) Shall be responsible for the appointment and employment of the regional director ("Regional Director" see paragraph 9 below) and additional support staff dedicated to the Collaboration; 3) be allocated an agreed proportion of the Sport Wales Award to contribute towards the Regional Director role and additional support staff pursuant to CCBC's role as the lead and host authority; 4) be the principal contact for engagement with Sport Wales in relation to the Sport Wales Award and adherence to the Sport Wales governance requirements on behalf of the Collaboration; 5) be the contractual party to an agreement with Sport Wales in respect of the Sport Wales Award on behalf of Sport North Wales ("Sport Wales Award Agreement"); 6) be the contractual party to any funding agreements with SNW Members or Delivery Organisations which are to receive funding in respect of Projects approved by either the Regional Director, Partnership Board or Governance Board; 7) Manage the SNW Account (see paragraph 11 below) and be responsible for the allocation of funding from the SNW Account as determined by the Governance Board; 8) Engage employees to roles related to the management and operation of the Collaboration; 9) Ensure that Partnership Board and Governance Board meetings are undertaken in accordance with the provisions for the boards set out in paragraphs 7 and 8.
6.	SNW Members' Obligations	<p>The SNW Members shall:</p> <ol style="list-style-type: none"> 1) contribute towards the strength, success and sustainability of Sport North Wales by allocating sufficient resource to the Partnership and Governance Boards and work collaboratively, in good faith and with integrity, accountability and transparency, for the benefit of North Wales; 2) adhere to the Objectives which set out the principles, values, ethics and morals which apply to all aspects of the Sport North Wales Collaboration; 3) develop a comprehensive customer service charter which ensures that customers are dealt with promptly, effectively and courteously at all times; 4) ensure that fully-functioning and efficient IT systems are maintained during the term of the Agreement;

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Number	Provision	Material Obligations
		<p>5) ensure that the Collaboration performs in a way which promotes and enhances the reputation of both Sport North Wales and Sport Wales through a clear marketing plan which promotes usage of and access to sport;</p> <p>6) support CCBC with any requests for information which are required to support the Collaboration in relation to dealings with Sport Wales, Welsh Government and any other funders of Sport North Wales;</p> <p>7) agree that CCBC, as the host authority for Sport North Wales, has authority to accept payment of the Sport Wales Award on behalf of Sport North Wales (which reflects what was previously a separate award by Sport Wales to each of the six local authority SNW Members);</p> <p>8) ensure that Applications proposed by other SNW Members or Delivering Organisations, pursuant to the Project Approvals Process, are given an equal and proportionate consideration;</p> <p>9) ensure that priority is given to contents of the Application, and the merit of the Application and its alignment with the Vision and Objectives, rather than the particular SNW Member or Delivering Organisation that has submitted the Application;</p> <p>10) ensure that the number and scale of Applications they submit to the Partnership and Governance Boards are reasonable and proportionate;</p> <p>11) direct all press and publicity queries related to Sport North Wales to CCBC or a nominated press officer appointed by the Governance Board of Sport North Wales;</p> <p>12) be responsible for the delivery of Projects, once approved by the Governance Board, in accordance with Project Delivery Plans, accepting that Sport North Wales' role is limited to the consideration and approval of Applications/Projects and the provision of funding rather than the actual delivery of the Projects;</p> <p>13) provide any information required by the Governance Board and CCBC to:</p> <ul style="list-style-type: none"> ➤ evidence that funding allocated to it for a Project has been spent on that Project; ➤ evidence the progress of a Project which has been approved by the Governance Board; ➤ report to Sport Wales in relation to the progress of Sport North Wales and the Projects approved by the Governance Board; ➤ assist CCBC comply with, and demonstrate its compliance with, the Sport Wales Award Agreement; ➤ enable CCBC to carry out its obligations under the Agreement. <p>14) support CCBC's compliance with the terms of the Sport Wales Award Agreement;</p> <p>15) Reimburse CCBC for any funding which is not spent in relation to the Project for which the funding was approved;</p> <p>16) Reimburse CCBC for any costs or expenses CCBC incurs as a result of a breach of the Sport Wales Award Agreement caused by the SNW Member;</p> <p>17) Enter into any agreements, as required, in relation to the delivery of a Project using funding distributed pursuant to the Collaboration;</p> <p>18) Permit representatives of the Governance Board to carry out any inspections or audits to support evidence that:</p> <p>19) funding allocated is being spent in accordance with the Project Delivery Programme; and</p> <p>20) a Project is progressing in accordance with the Project Delivery Plan approved by the Governance Board;</p> <p>21) acknowledge Sport North Wales in any promotion of a Project which uses Sport North Wales funding and, as applicable, use any Sport North Wales branding;</p> <p>22) acknowledge Sport Wales and, if applicable, the support of the National Lottery (or any subsequent or other funders) in any promotion of a Project which uses funding from these organisations and, as applicable use their branding.</p>

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Number	Provision	Material Obligations
7.	Governance Board	<p>The balanced, inclusive, diverse and skilled Governance Board has a strategic and supervisory focus to ensure the continued success of Sport North Wales against the Objectives, overseeing the Partnership Board.</p> <p>The Governance Board comprises 1 representative appointed by each of the six local authority SNW Members which are parties to the Collaboration.</p> <p>Each of the six local authority SNW Members shall have the authority to appoint their officer representative on the Governance Board ensuring that their representative is appointed on the basis of the range of skills required to ensure a balanced, inclusive and skilled Governance Board. This representative shall be "fixed" to ensure consistency though temporary replacements may be required in certain circumstances.</p> <p>A chair shall be appointed by the Governance Board (one of the six local authority representatives).</p> <p>The Governance Board shall meet quarterly and shall:</p> <ol style="list-style-type: none"> 1) Review the progress of Sport North Wales, as a whole, against the Objectives and ensure that the objectives of Sport Wales are aligned with those of Sport North Wales through the Projects approved by Sport North Wales; 2) Review the progress of approved Projects, as a whole (rather than individual Projects), unless the individual Project has a strategic regional impact; 3) Review and approve Applications for funding with a funding value exceeding £50,000; 4) Confirm arrangements for distribution of funding in respect of approved Projects; 5) Provide transparent feedback to the Partnership Board in respect of any Applications which it rejects; 6) Resolve any issues raised by the Partnership Board (both formally and pursuant to the Dispute Resolution Process); 7) Make any decisions in respect of the customer service strategy and marketing plan which are raised by the Partnership Board; 8) Assist with the appointment of the Regional Director, as requested by CCBC, in the event that the Regional Director has not already been appointed by CCBC, or assist with the appointment of a replacement Regional Director (again, as requested by CCBC); 9) Assist CCBC's Director/Head of Service with their line management responsibilities in respect of the Regional Director, as requested by the CCBC Director/Head of Service (e.g. by providing feedback on the Regional Director's performance). 10) Be responsible for monitoring the performance of the Partnership Board against Sport North Wales' Objectives and values; 11) Be responsible for appointing the representatives to the Partnership Board, with the independent chair of the Partnership Board participating in these appointments; 12) Invite the independent chair of the Partnership Board to meetings, as required, to participate and represent the Partnership Board; and 13) Invite representatives from Sport Wales to meetings, as required to observe and support;

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		<p>In advance of each meeting of the Governance Board, the Regional Director shall circulate an agenda, together with copies of all supporting documentation related to the agenda items (including Applications to be considered at the forthcoming meeting). Following each meeting, minutes shall be circulated to representatives of each SNW Member.</p> <p>The Governance Board has decision-making power in respect of the Collaboration and, subject to the Dispute Resolution Process, its decisions are binding on the SNW Members in so far as the Sport Wales Award is concerned.</p> <p>The Governance Board shall be appointed for the five year term of the Agreement.</p> <p>Meetings of the Governance Board shall require a quorum of 4 SNW Members and may take place electronically.</p> <p>The Governance Board shall consider and review the governance of the Collaboration at least once per year of the term for the purpose of determining whether any improvements or variations required to the scope and remit of either the Partnership Board, Governance Board or Collaboration itself should be introduced for the benefit of the operation of the Collaboration. Any variations shall be processed through the change control procedure set out in paragraph 13 below.</p>
8.	Partnership Board	<p>The balanced, inclusive, diverse and skilled Partnership Board has a wider participation than the Governance Board and is focused on the operational, day-to-day activities of Sport North Wales.</p> <p>The Partnership Board comprises 6 representatives from the existing SNW Members which are part of Sport North Wales (2 from local authorities, 1 from health, 1 from education, 1 from housing and 1 equalities).</p> <p>The Partnership Board shall also include up to 5 independent board members who are externally recruited by the Governance Board based on their skills and diversity and who represent the region of North Wales and shall work to ensure performance of the Sport North Wales' Objectives.</p> <p>Local authority representatives on the Partnership Board shall be different to those local authority representatives on the Governance Board.</p> <p>An independent chair shall also be appointed to the Partnership Board (i.e. 12 representatives in total when including the 6 SNW Member representatives and 5 independently-recruited representatives).</p> <p>The Partnership Board shall initially meet monthly (and will review the frequency of these meetings following the initial six-month period from the date of the Agreement) and shall:</p> <ol style="list-style-type: none"> 1) Ensure the strategic direction and Objectives of Sport North Wales are progressed successfully; 2) Review and approve Applications:

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		<p>3) from Delivery Organisations/SNW Members for funding between £10,000 and £50,000; and</p> <p>4) from Delivery Organisations/SNW Members for funding below £10,000 where support is requested by the Regional Director;</p> <p>5) Review Applications for submission to the Governance Board where the funding exceeds £50,000;</p> <p>6) Discuss ideas for forthcoming projects which may be worked into Applications;</p> <p>7) Provide a forum for the SNW Members' to advise and support each other (and Delivering Organisations) on the completion of Applications ensuring compliance with the Sport North Wales Objectives;</p> <p>8) Agree approach, action plans and timelines for developing Applications considering any multi-party involvement in an Application;</p> <p>9) Discuss any issues or challenges in respect of Projects which are being delivered and how the SNW Members may work together to overcome/help the Delivering Organisation/SNW Member which is delivering the Project to overcome these issues or challenges;</p> <p>10) Lead on stakeholder engagement which seeks the views, experiences, insights and suggestions from sports participants and Delivering Organisations in North Wales;</p> <p>11) Monitor the progress and adherence of the customer service charter and provide updates to the Governance Board;</p> <p>12) Monitor the progress of the marketing plan and provide updates to the Governance Board;</p> <p>13) Discuss feedback from the Governance Board in respect of any rejected Applications;</p> <p>14) Invite representatives from Sport Wales to meetings, as required to observe and support the Sport North Wales Collaboration;</p> <p>15) Be responsible for the appointment of an independent chair who:</p> <ul style="list-style-type: none"> ➤ acts as the Partnership Board's lead; ➤ is an unpaid non-executive director who brings experience which will facilitate the Partnership Board's activities; ➤ represents the Partnership Board in any discussions at the Governance Board level; ➤ shall work closely with the Regional Director to contribute towards performance of the Objectives; and ➤ shall participate in the Governance Board's appointment of representatives to the Partnership Board. <p>In advance of each meeting of the Partnership Board, the Regional Director shall circulate an agenda, together with copies of all supporting documentation related to the agenda items (including Applications to be considered at the forthcoming meeting).</p> <p>Following each meeting, minutes shall be circulated to representatives of each SNW Member.</p> <p>The Partnership Board is an operational board which is integral to the success of Sport North Wales and the delivery of Projects which benefit North Wales but it does not have decision-making power in respect of the Collaboration or approval of Applications for delivery as Projects with a funding value above £50,000. It does, however, have the power to approve Applications for delivery as Projects with a funding value below £50,000.</p> <p>The Partnership Board shall be appointed for the five year term of the Agreement.</p> <p>Meetings of the Partnership Board shall require a quorum of 6 and may take place electronically.</p>

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Number	Provision	Material Obligations
9.	Regional Director	<p>The Regional Director, appointed by CCBC shall:</p> <ol style="list-style-type: none"> 1) Be responsible for the operation of Sport North Wales ensuring its activities contribute towards performance of the Objectives in accordance with this Agreement; 2) Be responsible for liaising with the Partnership Board and presenting any issues raised by the Partnership Board to the Governance Board; 3) Be the lead officer responsible for delivering the SNW Objectives and strategic plan; 4) Be responsible for advising the Governance Board on any governance or risk issues of which the Regional Director becomes aware through their role; 5) Review and approve Applications for funding with a funding value up to £10,000, requesting support from the Partnership Board if required; 6) Sit on both the Partnership and Governance Boards in a reporting capacity; 7) Work with, and on behalf of, the Governance Board to lead the strategic direction, development and profile of Sport North Wales regionally in accordance with the Vision and strategic plan to facilitate achievement of Sports North Wales' Objectives and values for the benefit of North Wales; 8) Represent the Governance Board on the Partnership Board; 9) Work closely with the independent chair of the Partnership Board to contribute towards performance of the Objectives; 10) Represent Sport North Wales in discussions with Sport Wales and other stakeholders and partners, providing updates in relation to the activities and progress of Sport North Wales (as requested); 11) Promote the brand of Sport North Wales and create contacts throughout the UK to maximise Sport North Wales' visibility and profile; 12) Be responsible for securing further funding for Sport North Wales in addition to that received from Sport Wales; and 13) Secure sponsorship (both corporate and non-corporate) for Sport North Wales Projects and activities.
10.	Project Approvals Process	<p><u>Value Levels</u></p> <p>If the level of funding requested is £10,000 or under, the Regional Director shall have the power to approve Applications from a Delivery Organisation or SNW Member.</p> <p>If the level of funding requested is £50,000 or under, the Partnership Board shall have the power to approve Applications from a Delivery Organisation or SNW Member.</p> <p>If the level of funding requested is above £50,000, the Partnership Board shall determine whether an Application from a Delivery Organisation or SNW Member is approved for consideration by the Governance Board; and the Governance Board shall have the power to approve the Application.</p>

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Number	Provision	Material Obligations
		<p data-bbox="539 344 1021 368"><u>Applications – First Step and Content</u></p> <p data-bbox="539 405 2136 461">Applications to the Regional Director (if funding requested is below £10,000) or Partnership Board (if funding requested is above £10,000), whether from a Delivery Organisation or SNW Member, shall follow an approved template form and detail:</p> <ul data-bbox="539 497 2136 831" style="list-style-type: none">a. The name of the Delivery Organisation or SNW Member;b. The nature and scope of the proposed project and financial values attributed to the main elements of the project;c. the level of funding requested from Sport North Wales;d. the level of funding which the Delivery Organisation/SNW Member will contribute to the project from its own (or other) resources;e. A "Project Delivery Plan" which includes:f. targets and outputs;g. milestone dates for the key elements of the project;h. deliverables;i. an explanation of how the project aligns with Sport North Wales' Objectives and values;j. an explanation of the benefits to the Delivery Organisation/SNW Member and North Wales as a region if the project is approved, together the "Application". <p data-bbox="539 868 922 892"><u>Consideration of Applications</u></p> <p data-bbox="539 928 2136 984">The Regional Director shall consider Applications for funding below £10,000 as and when they are submitted to them. The Regional Director may request support from the Partnership Board when considering Applications for funding below £10,000.</p> <p data-bbox="539 1021 2119 1045">The Partnership Board shall consider Applications with a value exceeding £10,000 at the relevant monthly Partnership Board meeting.</p> <p data-bbox="539 1082 2136 1137">The Governance Board shall consider Applications approved by the Partnership Board at the next Governance Board quarterly meeting following the Partnership Board meeting in which approval was given to the Application.</p> <p data-bbox="539 1174 822 1198"><u>Rejected Applications</u></p> <p data-bbox="539 1235 2136 1323">If an Application is not approved by the Regional Director, the Partnership Board or the Governance Board, a summary of the reasons for rejecting the Application shall be provided to the Delivery Organisation/SNW Member that submitted the Application in addition to providing feedback on areas to develop if the Application is to be re-submitted in the future.</p> <p data-bbox="539 1359 2136 1415">A re-submitted Application shall be reviewed in the same way as an Application submitted for the first time and re-submission does not guarantee that an Application will be approved by the Regional Director/Partnership Board on its second, or future, submission.</p>

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Number	Provision	Material Obligations
		<p><u>Application Approval Considerations</u></p> <p>In determining whether an Application is approved by the Regional Director, Partnership Board or Governance Board, the following shall be considered:</p> <ul style="list-style-type: none">a. the alignment of the Application with the Vision, Objectives and Values;b. the Application's promotion of the principles of the customer service charter;c. the Application's outputs and deliverables in relation to North Wales as a region;d. the deliverability of the proposed project (including the applicant SNW Member's capacity to deliver and the relevant timeframe for delivery);e. the level of funding required and the availability of funding to Sport North Wales. <p><u>Application Approval Requirements</u></p> <p>To be approved by the Regional Director, the Application must satisfy the above considerations.</p> <p>To be approved by the Partnership Board, the Application requires more than 50% approval from the Partnership Board representatives in attendance. If the initial vote is a 50:50 split decision, the Application shall not be approved by the Partnership Board.</p> <p>To be approved by the Governance Board, an Application requires more than 50% approval from the Governance Board representatives. If the initial vote is a split 50:50 decision, the chair shall have the casting vote.</p> <p><u>Approved Applications (Projects)</u></p> <p>If an Application is approved, the Regional Director, Partnership Board or Governance Board shall confirm:</p> <ul style="list-style-type: none">a. that the Application, once approved, is a "Project";b. the level of funding awarded for delivery of the Project;c. steps which the Delivery Organisation/SNW Member must confirm before the funding is committed to the Project;d. any agreement that the Delivery Organisation/SNW Member must enter into with CCBC before it receives any funding in respect of the Project; ande. the frequency of payment of instalments of funding (if not provided in full at the outset of a Project being approved). <p>Following approval of the Project, the Delivery Organisation/SNW Member must deliver the Project in accordance with the Project Delivery Plan and any agreement entered into by the Delivery Organisation/SNW Member and CCBC in respect of delivery of the Project.</p>

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Number	Provision	Material Obligations
11.	Separate Account	<p>In order to ensure effective financial management controls and systems are maintained, CCBC shall maintain a separate account into which the Sport Wales Award is paid ("SNW Account"). This account shall transparently show the transactions in relation to the Sport Wales award and shall be subject to open book accounting such that all parties have a clear understanding of:</p> <ol style="list-style-type: none"> 1) The transactions into and out of the account; and 2) The values of these transactions. <p>Any queries in relation to the SNW Account may be discussed by the Partnership Board and Governance Board.</p>
12.	Employees	<p>As a contractual arrangement, employees of each SNW Member shall remain employed by the respective SNW Member and there is no intention that these employees TUPE-transfer to another SNW Member as a result of the Collaboration.</p> <p>If employee posts at a SNW Member, funded from Sport Wales Award, become vacant for employees in a SNW Member, the Collaboration shall:</p> <ol style="list-style-type: none"> 1) Consider the role which has been vacated and whether there is a requirement, for the Collaboration as a whole, to replace the role; and 2) Then consider the best approach to replace this role by consideration of the skills required to contribute towards success of the Collaboration; and 3) Determine which SNW Member is best-placed to employ the replacement employee (which is not necessarily the SNW Member from which the employee departed). <p>The Regional Director. Partnership Board and Regional Director shall advise in relation to replacement of departed employees.</p>
13.	Change Control Procedure	<p>Any of the SNW Members may request an amendment to the scope, nature, structure or operation of the Collaboration and/or any term of the Agreement (a "Change") in accordance with the process outlined below (the "Change Control Procedure"):</p> <p>Where an SNW Member requests a Change:</p> <p>The relevant SNW Member will submit a written request for a change (a "Change Request Notice") to the Governance Board setting out as much information as is necessary to enable the Governance Board to prepare a written record of the Change which may be approved by the parties pursuant to this Change Control Procedure (a "Change Control Form"); and the Governance Board will, unless otherwise agreed, circulate a Change Control Form to all SNW Members after the next Governance Board meeting following dispatch of the Change Request Form by the relevant SNW Member.</p> <p>The Change Control Form shall contain sufficient information to enable the all parties to assess the Change, including as a minimum:</p>

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Number	Provision	Material Obligations
		<ul style="list-style-type: none"> ➤ the title of the Change; ➤ the originator of the Change and date of request; ➤ description of the Change; ➤ details of the effect of the proposed Change on: <ul style="list-style-type: none"> ➤ the Collaboration; ➤ the Vision; ➤ any existing or future Projects; and ➤ any other term of the Agreement; ➤ the date of expiry of validity of the Change Control Form; and ➤ provision for signature by the SNW Members and the chairman of the Partnership Board. <p>If, following the circulation a Change Control Form pursuant to this Change Control Procedure:</p> <ul style="list-style-type: none"> ➤ all of SNW Members and the Governance Board agree to the terms of the relevant Change Control Form, they will each sign it and the signed Change Control Form will amend this Agreement; or ➤ any of the SNW Members or the Governance Board do not agree to any term of the Change Control Form, then the party proposing the Change may refer the disagreement to be dealt with in accordance with the Dispute Resolution Procedure. <p>No Change will come into effect until a Change Control Form has been signed by the authorised representatives of all SNW Members and the chair of the Governance Board.</p> <p>Each party will bear its own costs in relation to compliance with the Change Control Procedure.</p>
14.	Statutory Functions	<p>All parties recognise that they must act in accordance with their statutory functions, constitutions and legal obligations and nothing in these Heads of Terms may fetter, restrict or oblige the SNW Members to do, or omit to do, anything which:</p> <ol style="list-style-type: none"> 1) is incompatible with the lawful exercise of their powers; 2) is incompatible with the lawful discharge of their functions; 3) divests any SNW Members of their statutory powers; or 4) obliges a SNW Member not to exercise any powers.
15.	Dispute Resolution Procedure	<p>The SNW Members agree to resolve any dispute or issue between themselves in accordance with the procedure set out at Schedule 1.</p>
16.	Termination	<p>The Agreement shall terminate on expiry of the initial five-year term unless:</p> <ol style="list-style-type: none"> a. terminated earlier by mutual agreement of SNW Members; or b. extended further by mutual agreement of SNW Members.

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Number	Provision	Material Obligations
		For the avoidance of doubt, any extension or termination of the Agreement shall be agreed by all SNW Members and not simply members present at a particular Governance Board meeting.
17.	Succession	<p>This Agreement shall be binding on and be to the benefit of, the parties to this Agreement and their respective Successors and permitted transferees and/or assignees. References to a party in this Agreement shall therefore include that party's Successors, permitted transferees and/or assignees.</p> <p>"Successor" shall mean "any legal entity, organisation, charity, partnership, company or other legal personality which subsumes, merges with, acquires or otherwise replaces any of the SNW Members following a Change of Control, organisational restructure, act of Parliament, Change in Law, or act of Government.</p>
18.	Exit	<p>Without affecting any other right or remedy available to it, any SNW Member may unilaterally opt to become an "Exited Party" to this Agreement subject to the service of a written notice of not less than six months' (an "Exit Notice") to the other parties.</p> <p>Notwithstanding the provisions of (1) above, the transition of an SNW Member to an Exited Party in accordance with the terms of this agreement, shall not, for the avoidance of doubt, discharge an Exited Party from any obligations or liabilities arising in connection with its obligations under this Agreement prior to the Exit Date.</p> <p>An "Exited Party" shall be "an SNW Member that ceases to be a party to this Agreement after the Exit Date"; and</p> <p>The "Exit Date" shall be "the date stated on a duly served Exit Notice as the date an SNW Member will become an Exited Party. For the avoidance of doubt, the Exit Date shall be a date not less than six months from the date of the Exit Notice.</p>
19.	Freedom of Information	The SNW Members acknowledge that they all have obligations to comply with the Freedom of Information Act 2000 and shall promptly assist each other with compiling information required to respond any request which relates to the Sport North Wales collaboration.
20.	Entire Agreement	<p>The SNW Members agree that this Agreement is the entire agreement and understanding between the parties in relation to the governance of the Sport North Wales collaboration.</p> <p>The parties cannot rely on other documents, oral agreements, representations as to the governance of the Sport North Wales collaboration unless such obligations are covered in the Agreement.</p>
21.	No Partnership	The Agreement is not establishing a formal partnership between the SNW Members and does not authorise any party to make commitments for the other, except to the extent that such commitments are set out in the Agreement.

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Number	Provision	Material Obligations
22.	Governing Law and Jurisdiction	The Agreement is subject to English and Welsh law and the exclusive jurisdiction of the Courts of England and Wales.
23.	Third Party Rights	A person or entity other than the SNW Members does not have any rights under the Contracts (Rights of Third Parties Act) 1999 to enforce any term of the Agreement.
24.	Counterparts	The Agreement may be executed in counterpart and by electronic means.
25.	Additional Provisions	Further provisions are to be confirmed in the Agreement relating to: <ol style="list-style-type: none">1) severability;2) amendments; and3) [ADDITIONAL BOILERPLATE CLAUSES]

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SCHEDULE 1

Dispute Resolution Procedure

If any dispute arises out of, or in connection with the Collaboration, the SNW Members shall follow the procedure set out below.

- 1) Through its representative on the Partnership Board, the SNW Member shall give written notice to the Partnership Board of its issue, setting out its nature and full particulars, together with relevant supporting documents in advance of a Partnership Board meeting ("**Issue Notice**").
- 2) At the next Partnership Board meeting following circulation of the Issue Notice, the Partnership Board shall attempt in good faith to resolve the issue, taking a holistic view to resolution of the issue considering the collaborative objectives of Sport North Wales.
- 3) If the Partnership Board is unable to resolve the issue at the Partnership Board meeting, it will escalate the issue for consideration at the next Governance Board meeting. The Governance Board shall attempt in good faith to resolve the issue and make any proposals to the SNW Member which raised the issue initially to resolve the issue.
- 4) If the SNW Member does not accept the resolution or proposals of the Governance Board, the parties shall attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing ("**ADR Notice**") to the other parties to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start no later than 14 days after the date of the ADR Notice.
- 5) If the mediation is not resolved within 28 days after service of the ADR Notice, the dispute shall be finally resolved by the courts of England and Wales.

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Appendix 2: Draft SNW 5 Year Budget

Income	2021-22	2022-23	2023-24	2024-25	2025-26
Sport Wales					
Active Young People	1,003,520	953,344	905,677	860,393	817,373
Free Swimming Initiative	323,550	323,550	323,550	323,550	323,550
Operational	159,119	115,000	115,000	115,000	115,000
	1,486,189	1,391,894	1,344,227	1,298,943	1,255,923
Other Programme Grants (SNW will apply for grants which will support programmes in the region)	0	0	0	0	0
Additional Commercial Income e.g. Events and Corporate Partners	0	50,000	60,000	70,000	100,000
TOTAL INCOME	1,486,189	1,441,894	1,404,227	1,368,943	1,355,923
Operating Expenditure					
Staff costs					
Regional Director - based on £60k salary	82,000	82,984	83,980	84,988	86,007
P/T Administrator	23,089	23,551	24,022	24,502	24,992
	105,089	106,535	108,002	109,490	110,999
Host authority costs	14,300	14,300	14,300	14,300	14,300
Partnership costs					
Office costs - stationery, phones etc	1,250	1,250	1,250	1,250	1,250
Office accomodation	6,000	6,000	6,000	6,000	6,000
Training	1,000	1,000	1,000	0	0
Translation	4,080	4,080	4,080	4,080	4,080
Marketing / publicity	7,200	7,200	7,200	7,200	7,200
Travelling	2,500	2,500	2,500	2,500	2,500
External Audit fee	1,500	1,500	1,500	1,500	1,500
Procurement	2,000	2,000	2,000	2,000	2,000
Monitoring and Evaluation	6,000	6,000	6,000	6,000	6,000
Contingency (10%)	3,200	3,200	3,200	3,000	3,000
	34,730	34,730	34,730	33,530	33,530
Governance & Partnership Boards					
Meeting; travel	5,000	5,000	5,000	5,000	5,000
SNW Ring Fenced Projects					
SW Active Young People	1,003,520	953,344	905,677	860,393	817,373
SW Free Swimming Initiative	323,550	323,550	323,550	323,550	323,550
SNW Projects	0				
	1,327,070	1,276,894	1,229,227	1,183,943	1,140,923
TOTAL EXPENDITURE	1,486,189	1,437,459	1,391,259	1,346,263	1,304,752
Profit + / Loss -	0	4,435	12,968	22,680	51,171
Public Service Contribution in kind					
Line Management by host authority	15,000	1 day per week, line management of Regional Director by Head of Service			
Governance Board	6,912	4 days per year, 6 LAs at Head of Service level			
Partnership Board	17,280	12 meetings per annum for 5 SNW members at Head of Service level			
Total Contribution In Kind	39,192				

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2b: Transition year and set-up costs

	£		
IT costs - purchase of laptops	2,000		
Purchase of Mobile phones	300		
Recruitment Cost	3,000		
Operational costs	1,250		
Legal costs	3,000		
Translation	4,080		
Marketing / publicity	2,000		
Project management	2,813		
Contingency/Flexibility	1,400	10% contingency	
Total	19,843		

2c: Hosting costs

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5		
Central Support Cost (finance support, p	10,000	10,000	10,000	10,000	10,000	Best estimate	
Legal costs (DWF as retainer)	3,000	3,000	3,000	3,000	3,000	£3k pa retainer	
Contingency/Flexibility	1,300	1,300	1,300	1,300	1,300	10% contingency	
Total	14,300	14,300	14,300	14,300	14,300		