

DATED

2025

- (1) CONWY COUNTY BOROUGH COUNCIL**
- (2) DENBIGHSHIRE COUNTY COUNCIL**
- (3) FLINTSHIRE COUNTY COUNCIL**
- (4) CYNGOR GWYNEDD**
- (5) THE ISLE OF ANGLESEY COUNTY COUNCIL**
- (6) WREXHAM COUNTY BOROUGH COUNCIL**
- (7) BANGOR UNIVERSITY**
- (8) WREXHAM UNIVERSITY**
- (9) COLEG CAMBRIA**
- (10) GRWP LLANDRILLO MENAI**
- (11) NORTH WALES CORPORATE JOINT COMMITTEE**

**AGREEMENT IN RELATION TO THE DELIVERY OF
THE NORTH WALES GROWTH DEAL BY THE
NORTH WALES CORPORATE JOINT COMMITTEE**

CONTENTS

	Page
1	DEFINITIONS AND INTERPRETATION 4
2	COMMENCEMENT, DURATION AND TERMINATION 10
3	PRINCIPLES AND KEY OBJECTIVES 10
4	GOVERNANCE..... 11
5.	MANAGEMENT OF THE FUNDING..... 11
6.	DUTIES OF THE CJC..... 12
7.	DUTIES OF THE OTHER PARTIES..... 12
8.	ROLE OF THE NON-COUNCIL PARTIES 12
9.	AUDIT 12
10.	PORTFOLIO BUSINESS CASE 13
11	COMMITMENT OF THE PARTIES AND CONTRIBUTIONS 13
12.	MITIGATION 18
13.	LIABILITY OF THE PARTIES 18
14.	DEFAULTER EXIT 19
16	CONSEQUENCES OF TERMINATION 20
17.	INTELLECTUAL PROPERTY 21
18	CONFIDENTIALITY AND ANNOUNCEMENTS 21
19.	CONTRACTS (THIRD PARTY RIGHTS) 22
20.	DISPUTE RESOLUTION 22
21.	DATA PROTECTION 23
22.	FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION 24
23	NOTICES 25
24.	GOVERNING LAW 25
25	ASSIGNMENT 25
26.	WAIVER AND COSTS..... 25
27.	ENTIRE AGREEMENT 26
28.	COUNTERPARTS 26

29.	RELATIONSHIP OF PARTIES	26
30	STATUTORY RESPONSIBILITIES	26
SCHEDULE 1	PARTIES DETAILS	27
SCHEDULE 2	LIABILITY REPORT	29

THIS AGREEMENT is made on

2025

BETWEEN:

- (1) **CONWY COUNTY BOROUGH COUNCIL** of PO Box 1, Conwy, LL30 9GN ("**Conwy Council**");
- (2) **DENBIGHSHIRE COUNTY COUNCIL** of PO Box 62, Ruthin, LL15 9AZ ("**Denbighshire Council**");
- (3) **FLINTSHIRE COUNTY COUNCIL** of County Hall, Mold, Flintshire, CH7 6NB ("**Flintshire Council**");
- (4) **CYNGOR GWYNEDD** of Gwynedd Council, Shirehall Street, Caernarfon, LL55 1SH ("**Gwynedd Council**");
- (5) **THE ISLE OF ANGLESEY COUNTY COUNCIL** of Council Offices, Llangefni, Anglesey, LL77 7TW ("**Isle of Anglesey Council**");
- (6) **WREXHAM COUNTY BOROUGH COUNCIL** of The Guildhall, Wrexham, LL11 1AY ("**Wrexham Council**");
- (7) **BANGOR UNIVERSITY** of Bangor, Gwynedd, LL57 2DG;
- (8) **WREXHAM UNIVERSITY** of Mold Road, Wrexham, LL11 2AW;
- (9) **COLEG CAMBRIA** of Kelsterton Road, Connah's Quay, Deeside, Flintshire, CH5 4BR;
- (10) **GRWP LLANDRILLO MENAI** of Llandudno Road, Colwyn Bay, LL28 4HZ; and
- (11) **NORTH WALES CORPORATE JOINT COMMITTEE** of [REDACTED] ("**CJC**")

(together referred to as the "**Parties**" and individually as a "**Party**").

WHEREAS:

- (A) The GA2 Parties entered into the first governance agreement on 18 December 2018 (the "**GA1**") to set up the Joint Committee and define their respective roles and responsibilities in relation to the Growth Deal up to the point when the Growth Deal was to be entered into with the execution of the Grant Offer Letter (as defined in this Agreement).
- (B) The GA2 Parties entered into a second and final governance agreement on 17 December 2020 (replacing the GA1) to continue to regulate their respective roles and obligations in relation to the implementation of the Growth Deal, including the appointment of Gwynedd Council as the Host Authority for and on behalf of the GA2 Parties (the "**GA2**").
- (C) A new corporate joint committee was established in North Wales in April 2021 by the North Wales Corporate Joint Committee Regulations 2021 under s174 of the Local Government and Elections (Wales) Act 2021 (the "**CJC**").
- (D) The Joint Committee has agreed in principle and intends to confirm or has confirmed that decision that responsibility for the implementation of the Growth Deal and the functions of the Joint Committee will transfer from the Joint Committee to the CJC. The GA2 Parties intend to give or have given their approval of this transfer as a 'Council Matter' pursuant to the GA2.
- (E) Both the GA2 Parties and the CJC intend to enter into any and all relevant associated documents required in order to give effect to this transfer to the CJC.
- (F) The GA2 Parties and the CJC (together the Parties to this Agreement) wish to enter into this Agreement to regulate their respective rights and obligations in relation to the continued funding commitments of each of the Parties for the Growth Deal. This Agreement is intended to sit alongside the governance of the CJC and the Growth Deal Documents in order to achieve the continued implementation of the Growth Deal.

- (G) It is acknowledged and agreed by the GA2 Parties, that on the Commencement Date, the GA2 shall be brought to an end (including all responsibilities on Gwynedd Council acting in its role as the Host Authority).

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement and the recitals, unless, the context otherwise requires the following terms shall have the meaning given to them below:

"Accountable Body"	means the CJC acting as the body responsible for receiving and allocating funds (including the Funding) for and on behalf of the other Parties for Approved Projects under the Growth Deal
"Accounting Period"	means a period of twelve (12) months beginning 01 April and ending 31 March
"Agreed Purposes"	means the delivery of the Growth Deal as more particularly set out in the Growth Deal Documents as may be updated or amended by the CJC from time to time
"Annual Growth Deal Budget"	means the annual budget of the Growth Deal held by the CJC as set out in Clause 10.4 (<i>Annual Growth Deal Budget</i>) which includes payment of any CJC Costs in accordance with this Agreement and for the avoidance of doubt the "Annual Growth Deal Budget" shall be a separate budget held by the CJC for the Agreed Purposes of the Growth Deal, and shall not be the CJC's general budget pursuant to Part 5 of the North Wales Corporate Joint Committee Regulations 2021
"Annual Growth Deal Budget Contributions"	has the meaning given in Clause 10.4.2 (<i>Annual Growth Deal Budget</i>)
"Approved Project(s)"	means any project contained within a Project Business Case approved for investment by the CJC in accordance with the CJC Constitution and the Growth Deal Documents
"Business Case"	means a Portfolio Business Case, or a Programme Business Case, or a Project Business Case, or any other business case (as the case may be) approved by the CJC from time to time
"Business Day"	means any day other than a Saturday or Sunday or a public or bank holiday in England and/or Wales
"CJC Costs"	means the operational and management costs of the CJC relating to the delivery of the Growth Deal
"CJC Constitution"	means the Constitution of the CJC adopted in compliance with Section 37 of the Local Government Act 2000
"Commencement Date"	means [1 st April 2025]

"Confidential Information"

means all knowhow and other information whether commercial, financial, technical or otherwise relating to the business, affairs or methods of all or any Party, which is contained in or discernible in any form whatsoever (including without limitation software, data, drawings, films, documents and computer readable media) whether or not marked or designated as confidential or proprietary or which is disclosed orally or by demonstration and which is described at the time of disclosure as confidential or is clearly so from its content or the context of disclosure

"Councils"

means the following:

- a) Conwy Council;
- b) Denbighshire Council;
- c) Flintshire Council;
- d) Cyngor Gwynedd;
- e) Isle of Anglesey Council; and
- f) Wrexham Council

each a **"Council"** and together the **"Councils"**

"Councils' Contribution"

has the meaning given in Clause 10.5.1(a)(iii) (*Funding*);

"Councils' Supplementary Payments"

means the annual payment of £40,000 (forty thousand pounds) to be provided by each Council on an ongoing basis to the CJC, to partly fund the Growth Deal element of the Annual Budget of the CJC and for the avoidance of doubt, such annual payment by each respective Council shall be in addition to any Annual Growth Deal Budget Contribution and the Councils' Contribution to be provided pursuant to this Agreement and is to be disregarded for the purposes of calculating each Party's liability under the definition of **"Proportionate Basis"** and **"Population Basis"**

"Default Notice"

has the meaning given in Clause 12.9 (*Defaulter Exit*)

"Data Protection Legislation"

means the Data Protection Act 2018 and General Data Protection Regulations

"Defaulter"

has the meaning given in Clause 12.9 (*Defaulter Exit*)

"Exit Date"	means, in relation to the exit of a Defaulter pursuant to Clause 0 (<i>Defaulter Exit</i>): <ul style="list-style-type: none"> (i) where the material breach is not capable of remedy, the day after the date that the Default Notice served pursuant to Clause 12.9 is deemed to be served; or (ii) where the material breach is capable of remedy, the day after the last day that the breach can be remedied and such breach has not been remedied in that period, as set out in the Default Notice;
"Funding"	means the aggregate total from time to time, received by the Parties and being held by the CJC in accordance with this Agreement, of any of the following: <ul style="list-style-type: none"> a) Councils' Contribution; b) Non-Council Parties' Contributions; c) Annual Growth Deal Budget Contributions; and d) Councils' Supplementary Payments;
"GA1"	means the governance agreement entered into on 18 December 2018 by the GA2 Parties as described in Recital (A) at the start of this Agreement and subsequently superseded and replaced by the GA2
"GA2"	means the governance agreement entered into by the GA2 Parties on 17 December 2020 as described in Recital (A) at the start of this Agreement
"GA2 Parties"	means all the Councils and Non-Council Parties
"Grant Offer Letter"	means the annual award of funding letter from WG to CJC which confirms the terms and conditions of the Growth Deal and the funding to be provided
"Growth Deal"	means the agreement between WG, UKG and the Councils dated 17 th December 2020 to work together for the people and businesses of North Wales, and deliver local projects which will increase opportunity and prosperity in communities across the region
"Growth Deal Contribution"	means the HMT Contribution and the WG Contribution
"Growth Deal Documents"	means the Growth Deal, the Overarching Business Plan, the Portfolio Business Case, Grant Offer Letters, any revised grant profile agreed with WG and any other associated documents entered into by the CJC in relation to the Growth Deal
"Growth Deal Expiry Date"	means 31 March 2036 or such other later date as may be agreed by the CJC

"HMT"	means Her Majesty's Treasury, a ministerial department of the UK Government
"HMT Contribution"	means as defined in Clause 10.5.1(a)(i) (<i>Funding</i>)
"Host Authority"	means Gwynedd Council appointed under the GA2, to be responsible for receiving and allocating funds for and on behalf of the GA2 Parties for Approved Projects under the Growth Deal
"Initial Accounting Period"	means the period beginning on the Commencement Date and ending on the following 31 March
"Intellectual Property"	means any and all patents, trademarks, trade names, copyright, moral rights, rights in design, rights in databases, know-how and all or other intellectual property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating to them and the right to apply for registration of them
"Internal Costs"	means the costs associated with each Party providing internal resources in relation to the Growth Deal [and for the avoidance of doubt, Internal Costs do not include any revenue costs or capital investment relating to the implementation of any project pursuant to the Growth Deal]
"IP Material"	means the Intellectual Property in the Material
"Joint Committee"	means the joint committee established pursuant to the terms of the GA1 and expanded under the GA2
"Liability Report"	means a report prepared by the CJC acting reasonably, setting out the financial and resource commitments of the relevant Defaulter in accordance with Clause 14 (<i>Defaulter Exit</i>), including the items set out in Schedule 2 (<i>Liability Report</i>)
"Loan Funds"	has the meaning given in Clause 10.5.4(a)(ii)
"Material"	means all data, text, graphics, images and other materials or documents created, used or supplied by a Party in connection with this Agreement unless before the first use or supply, the Party notifies the other Parties that the data, text supplied is not to be covered by this definition
"NNDR"	means the National Non Domestic Rates
"Non-Council Parties"	means the representatives of the bodies and individuals listed below: <ul style="list-style-type: none"> a) Bangor University; b) Coleg Cambria; c) Grŵp Llandrillo Menai; and d) Wrexham University and "Non-Council Party" means any one of them

"Non-Council Party Led Project"	means an Approved Project led by a Project Sponsor who is a Non-Council Party (and not a Council)
"Non-Council Party's Contribution"	has the meaning given in Clause 10.5.1(a)(iv) (<i>Funding</i>)
"Non-Council Party's Individual Contribution"	has the meaning given in Clause 10.5.6(b) (<i>Non-Council Parties' Contribution</i>)
"Overarching Business Plan" or "OBP"	means the overarching business plan approved and adopted by the Councils and Non-Council Parties and updated from time to time [by the CJC] to regulate the implementation of the Growth Deal
"Personal Data"	means the personal data as defined in the Data Protection Legislation
"Population Basis"	means the relevant proportion for each Council ("A%") by reference to their respective fractional contribution as set out in Clause 10.5.5 (<i>Council's Contribution</i>) which applies in relation to the Council's Contribution only
"Portfolio Business Case"	means the detailed business case and its annual updates from time to time for a portfolio of Programmes and projects which is subject to [annual update by the CJC] and approval by UKG and WG and provides detail to UKG and WG as to how the CJC intends to deliver the Growth Deal
"Programme"	means the five key programmes listed below (and each as more particularly set out in the Growth Deal): <ul style="list-style-type: none"> • Innovation in high value manufacturing; • Low carbon energy; • Agrifood and tourism; • Digital connectivity; and • Land and property
"Programme Business Case"	means a detailed business case for the development and implementation of a Programme which is subject to approval by the UKG and WG
"Project Business Case"	means a detailed business case for the development and implementation of a project developed and approved in accordance with the CJC Constitution and Growth Deal Documents
"Project Sponsor"	means a Non-Council Party or third party or, in the case of a Regional Project, the CJC (or a Council) acting on behalf of the CJC leading the delivery of an Approved Project
"Proportionate Basis"	means the relevant proportion for each Party (excluding the CJC) applied to the Annual Growth Deal Budget Contributions in Clause 5.1.3 and pursuant to clause 12 and 17 (where applicable) in reference to their respective fractional contribution as set out as follows:

Parties	Proportion of Contribution
---------	----------------------------

Conwy Council	1/8
Denbighshire Council	1/8
Flintshire Council	1/8
Gwynedd Council	1/8
The Isle of Anglesey Council	1/8
Wrexham Council	1/8
Bangor University	1/16
Wrexham University	1/16
Coleg Cambria	1/16
Grwp Llandrillo Menai	1/16

"Regional Project"

means an Approved Project led by the CJC (or a Council) on behalf of the CJC for the benefit of the region

"S151 Officer"

means the Section 151 Officer (as defined under section 151 of the Local Government Act 1972) of the CJC from time to time

"UKG"

means UK Government

"WLGA"

means the Welsh Local Government Association

"WG"

means Welsh Government

"WG Contribution"

means as defined in Clause 10.5.1(a)(ii) (*Funding*)

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 a reference to any Clause, paragraph, Schedule or recital is, except where expressly stated to the contrary, a reference to such Clause, paragraph, schedule or recital of and to this Agreement;
- 1.2.3 any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
- 1.2.4 any reference to legislation shall be construed as a reference to any legislation as amended, replaced, consolidated or re-enacted;
- 1.2.5 a reference to a public organisation (to include, for the avoidance of doubt, any Council) shall be deemed to include a reference to any successor to such public organisation or any organisation or entity which has taken over either or both functions and responsibilities of such public organisation;

- 1.2.6 a reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees;
- 1.2.7 the clause, paragraph and Schedule headings and captions in the body of this Agreement do not form part of this Agreement and shall not be taken into account in its construction or interpretation;
- 1.2.8 words preceding "**include**", "**includes**", "**including**" and "**included**" shall be construed without limitation by the words which follow those words;
- 1.2.9 words importing the masculine shall be construed as including the feminine or the neuter or vice versa; and
- 1.2.10 any reference to the title of an officer of any of the Councils shall include any person holding such office from time to time by the same or any title substituted thereafter or such other officer of the relevant Council as that Council may from time to time appoint to carry out the duties of the officer referred to.

1.3 **Schedules**

- 1.3.1 The Schedules to this Agreement form part of this Agreement.
- 1.3.2 In the event of any discrepancy between the Clauses and the Schedules, the Clauses shall take priority.

2. **COMMENCEMENT, DURATION AND TERMINATION**

2.1 **Commencement**

This Agreement shall take effect on the Commencement Date.

2.2 **Duration of the Agreement and Termination**

- 2.2.1 This Agreement shall continue in full force and effect from the Commencement Date until the earlier of:
 - (a) all the Parties agree in writing to its termination and the consequences of such termination; or
 - (b) the Growth Deal Expiry Date.
- 2.2.2 The Parties agree that following the Commencement Date the GA2 will terminate and the rights, liabilities and obligations of each Party set out within the GA2 shall be superseded by the rights, liabilities and obligations set out in this Agreement.

3. **PRINCIPLES AND KEY OBJECTIVES**

- 3.1 The Parties intend this Agreement to be legally binding.
- 3.2 The Parties agree to work together to discharge the Parties' obligations in relation to the implementation of the Growth Deal through their participation in the CJC and in accordance with this Agreement.
- 3.3 The Parties agree and acknowledge that the Funding governed by this Agreement will support the delivery of the Growth Deal, and that the Growth Deal will be delivered by the CJC in accordance with:
 - 3.3.1 the CJC Constitution;

- 3.3.2 the Growth Deal Documents;
- 3.3.3 the OBP;
- ~~3.3.4~~ any Portfolio Business Case; ;

3.4 **Parties' Obligations to Each Other**

3.4.1 **Reputation and Standing**

Each Party agrees that, in relation to the Funding, it shall act with regard to its own employee and member codes of conduct and shall not do or fail to do anything which may bring the standing or reputation of any other Party into disrepute or attract adverse publicity to any other Party.

3.4.2 **Reasonableness of Decision Making**

The Parties agree that all decisions made in relation to this Agreement and the Funding generally shall be made by them acting reasonably and in good faith.

3.4.3 **Necessary Consents**

Each Party hereby represents to the other Parties that it has obtained all necessary consents sufficient to ensure the delegation of functions and responsibilities provided for by this Agreement.

3.5 The Parties agree and acknowledge that:

- 3.5.1 The implementation of the Growth Deal and the functions and duties associated with the Growth Deal are transferred or will be transferred to CJC as set out in the Growth Deal Documents; and
- 3.5.2 All Parties have each given or hereby give any and all necessary consents to the transfer of the Growth Deal as required under the GA2 and any applicable laws;
- 3.5.3 The GA2 is terminated with effect from the Commencement Date and each of the GA2 Parties release Gwynedd Council from all obligations and duties as Host Authority under the GA2 with effect from the Commencement Date.

4. **GOVERNANCE**

- 4.1 The Parties acknowledge and agree that the CJC is responsible for the implementation of the Growth Deal and that governance of the overall Growth Deal is as set out in the CJC Constitution and Growth Deal Documents.

5. **MANAGEMENT OF THE FUNDING**

- 5.1 As part of its overall responsibility for the implementation of the Growth Deal, the CJC shall receive:
 - 5.1.1 the Councils' Contribution;
 - 5.1.2 the Non-Council Parties' Contributions;
 - 5.1.3 the Annual Growth Deal Budget Contributions;
 - 5.1.4 the Councils' Supplementary Payments; and
 - 5.1.5 any NNDR funds recovered directly by a Council and payable to the CJC in accordance with Clause 10.5.4;

(together, the “**Funding**”); and

5.1.6 any Growth Deal Contribution; and

5.1.7 any other funding that may be received from time to time in relation to the Growth Deal,

and the CJC shall hold and manage such funds in accordance with the terms of the CJC Constitution and the Growth Deal Documents, and in relation to the Funding only, the terms of this Agreement.

5.2 The CJC undertakes to hold the Funding in a ringfenced budget within its internal financial arrangements, and to use the Funding only for the Agreed Purposes, as certified annually by the S151 Officer, unless otherwise agreed in writing by all of the Parties.

6. **DUTIES OF THE CJC**

6.1 For the duration of this Agreement, the CJC shall:

6.1.1 act diligently and in good faith in all its dealings with the other Parties in respect of its statutory duties and it shall hold, manage and use the Funding in accordance with this Agreement, the CJC Constitution, the Growth Deal Documents and all applicable legislation;

6.1.2 act as the Accountable Body for the Growth Deal and deliver the Growth Deal in accordance with the Growth Deal Documents subject to the provisions of this Agreement and to the extent of compliance of the other Parties with their duties and commitments under this Agreement; and

6.1.3 employ and/or engage sufficient number of suitably qualified and experienced persons to support the delivery of the Growth Deal and the allocation of funds (including the Funding) received by the CJC for Approved Projects.

7. **DUTIES OF THE OTHER PARTIES**

7.1 Subject to the provisions of this Agreement, the other Parties shall act diligently and in good faith in all their dealings with the CJC and shall use reasonable endeavours to assist the CJC to hold, manage and use the Funding in accordance with this Agreement, the CJC Constitution, the Growth Deal Documents and all applicable legislation.

7.2 It is acknowledged and agreed that the obligations and liabilities of each Party shall bind any successor entity in the event of any re-organisation of any Party.

8. **ROLE OF THE NON-COUNCIL PARTIES**

8.1 The Parties agree and acknowledge that it is intended that the Non-Council Parties will participate in the CJC's delivery of the Growth Deal in a form and manner to be agreed by the CJC from time to time in accordance with the CJC Constitution and the Growth Deal Documents.

8.2 The CJC may also invite other third party bodies and organisations to participate in the CJC's delivery of the Growth Deal from time to time. **AUDIT**

8.3 Monitoring and audit of the use of the Funding and the overall delivery of the Growth Deal will be in accordance with the CJC Constitution, the Growth Deal Documents and in relation to the Funding only, the terms of this Agreement. The CJC will be responsible for providing or procuring the provision of all necessary monitoring and audit arrangements.

8.4 The CJC shall provide reports on the use of the Funding to the Parties in a format and to a timescale agreed between all of the Parties.

8.5 Each Party shall permit all records referred to in this Agreement to be examined and copied from time to time by the CJC, or any representatives of the CJC or any other representatives who

reasonably require access to the same in order to undertake any audit of the funds received and spent pursuant to this Agreement. For the avoidance of doubt, the Parties shall permit the CJC to share any audit information (or similar) with the WG Government and/or UK Government for the purpose of ensuring compliance with the terms of the Growth Deal Documents (or with any other reasonable request made by WG and/or UK Government in connection with the Growth Deal).

8.6 The CJC shall co-operate fully and in a timely manner with any reasonable request from any auditor (whether internal or external) of any Party (other than CJC) to provide documents or other information including oral or written explanations relating to the Funding.

9. **PORTFOLIO BUSINESS CASE**

9.1 The CJC will prepare, adopt, monitor and where necessary update the Portfolio Business Case relating to the delivery of the Growth Deal, in accordance with the CJC Constitution and Growth Deal Documents.

10. **COMMITMENT OF THE PARTIES AND CONTRIBUTIONS**

10.1 **General**

The Parties agree and undertake to commit to the Growth Deal in accordance with the terms of this Agreement.

10.2 **Internal Costs**

10.2.1 The Internal Costs incurred by each Party (including in respect of the participation by each Party on the CJC) shall be borne by the Party providing that internal resource.

10.3 **NOT USED**

10.4 **Annual Growth Deal Budget**

10.4.1 The Annual Growth Deal Budget shall consist of the following:

- (a) the Annual Growth Deal Budget Contributions;
- (b) the Councils' Supplementary Payments;
- (c) any additional funding secured through other sources (if any); and
- (d) any accumulated reserves.

10.4.2 The Annual Growth Deal Budget Contributions are as follows:

- (a) £57,880 per Accounting Period from each Council; and
- (b) £28,950 per Accounting Period from each Non-Council Party,

together the "**Annual Growth Deal Budget Contributions**" and which are subject to indexation at the start of each Accounting Period in accordance with Clause 10.4.3.

10.4.3 It is acknowledged and agreed that the Annual Growth Deal Budget Contributions will be subject to the following variations at the start of each Accounting Period to reflect the actual increase in costs over the Annual Growth Deal Budget based on an out-turn adjustment to adjust for the difference between the estimated and actual inflationary increases for the preceding Accounting Period and an estimated percentage increase for the following Accounting Period as a consequence of increases in the following:

- (a) increases in salaries occasioned by the local government national awarding bodies; and
 - (b) increases in employers contribution to the local Government Pension Scheme and National Insurance Contributions; and
 - (c) an out-turn adjustment to adjust for the difference between the estimated and actual inflationary increases for the preceding Accounting Period; and
 - (d) an estimated percentage increase for the following Accounting Period.
- 10.4.4 The Parties shall provide their share of the Annual Growth Deal Budget Contributions to the CJC, on receipt of an invoice from the CJC [save for the Initial Accounting Period which will be dealt with as set out below in Clause 10.4.6.]
- 10.4.5 The Councils' Supplementary Payment will be paid at the start of each Accounting Period on receipt of an invoice from the CJC [save for the Initial Accounting Period which will be dealt with as set out below in Clause 10.4.6].
- 10.4.6 [The Parties agree and acknowledge that the Annual Growth Deal Budget Contributions and the Councils' Supplementary Payment for the Initial Accounting Period will be or has been transferred to the CJC as part of the transition from the GA2 arrangements and no further payments in respect of Annual Growth Deal Budget Contributions and/or Councils' Supplementary Payments will be required from the Councils or the Non-Council Parties for the Initial Accounting Period.]
- 10.4.7 The CJC shall hold and account for the Annual Growth Deal Budget on behalf of the Parties.
- 10.4.8 Where the actual aggregate CJC Costs are likely to exceed the Annual Growth Deal Budget at any time any variation to the Growth Deal including but not limited to adjustments to outputs and outcomes will be agreed by the CJC in accordance with the Growth Deal Documents and the CJC Constitution.
- 10.4.9 Any increase to the Annual Growth Deal Budget Contributions shall require the agreement in writing of all of the Parties.

10.5 Funding

10.5.1 Total funding

- (a) It is acknowledged and agreed by the Parties that the following confirmed funds (to the extent such funds have not already been utilised prior to the Commencement Date) are available to facilitate the implementation of the Growth Deal:
 - (i) £120,000,000 (one hundred and twenty million pounds) from UKG (the "**HMT Contribution**"); and
 - (ii) £120,000,000 (one hundred and twenty million pounds) from WG (the "**WG Contribution**"),

the HMT Contribution and the WG Contribution (together being the "**Growth Deal Contributions**"); and

 - (iii) a maximum of £9,960,300 (nine million, nine hundred and sixty thousand and three hundred pounds) in aggregate from the Councils (the "**Councils' Contribution**");

- (iv) a maximum of £2,528,720 (two million, five hundred and twenty eight thousand seven hundred and twenty pounds) in aggregate from the Non-Council Parties (the "**Non-Council Parties' Contribution**"); and
- (v) each Parties' contribution towards the Annual Growth Deal Budget pursuant to Clause 10.4.

10.5.2 **HMT Contribution**

- (a) It is acknowledged and agreed by the Parties that the HMT Contribution (to the extent such funds have not already been utilised prior to the Commencement Date) will be provided to the CJC for the period from the Commencement Date to the Growth Deal Expiry Date on the basis agreed with WG as more particularly set out in the Growth Deal Documents.
- (b) Each Party acknowledges and agrees that it accepts the terms of the Growth Deal Documents to the extent that the Growth Deal Documents apply to each Party and that it shall be bound by and shall not through any act or omission place any other Party including, but not limited to, the CJC in breach of the Growth Deal Documents.

10.5.3 **WG Contribution**

- (a) It is acknowledged and agreed by the Parties that the WG Contribution will be provided to the CJC (to the extent such funds have not already been utilised) for the period from the Commencement Date to Growth Deal Expiry Date on the basis agreed with WG as more particularly set out in the Growth Deal Documents.
- (b) Each Party acknowledges and agrees that it accepts the terms of the Growth Deal Documents to the extent that the Growth Deal Documents apply to each Party and that it shall be bound by and shall not through any act or omission place any other Party including, but not limited to, the CJC in breach of the Growth Deal Documents.

10.5.4 **Councils' Contribution and Non-Council Parties' Contribution**

- (a) It is acknowledged and agreed that:
 - (i) in order to facilitate cash-flow for project expenditure where the majority of the funding will be allocated within an estimated ten (10) year delivery profile compared to a fifteen (15) year funding profile in relation to the Growth Deal Contributions; and
 - (ii) subject to Clauses 10.5.4(b) and 10.5.4(c),

the CJC shall use reasonable endeavours to provide additional financing for Approved Projects as set out in each Project Business Case which may be obtained from the Public Works Loan Board, other lending counter parties or self-borrowed or otherwise (the "**Loan Funds**").
- (b) The Parties shall be responsible for the repayment of any and all capital (if any), interest, any changes in interest rates (or in the case of a self-borrowed scenario any foregone interest) (with interest rates to be set and managed by the CJC) and any other costs or liabilities incurred by the CJC in providing the Loan Funds by way of the Council's Contribution and the Non-Council Parties' Contribution as more particularly set out in Clauses 10.5.5 (*Councils' Contribution*) and 10.5.6 (*Non-Council Parties' Contribution*) below and each relevant Project Business Case.

- (c) Where any funding is provided to a Party (acting as a Project Sponsor) in the form of a repayable loan, such Party shall be responsible for repayment of such funds to the CJC in accordance with the Project Business Case. For the avoidance of doubt, any such repayment shall not count towards the respective Party's maximum contribution to be made by way of the Councils' Contribution or Non-Council Parties' Contribution (as applicable) nor shall the Party be entitled to set off such funds against any other payment or contribution owed to the CJC pursuant to this Agreement.
- (d) The proportion of Growth Deal Contributions, Loan Funds and Project Sponsors contributions(as relevant) will be agreed as part of the Project Business Case for a particular Project to be approved by the CJC in accordance with the CJC Constitution and the Growth Deal Documents and in relation to the Funding only this Agreement subject always to the maximum aggregate amounts contained within Clause 10.5.1 (*Total Funding*).
- (e) Subject to Clause 11.5.4 (f), a grant funding agreement and/or loan agreement will be entered into between the CJC and the Project Sponsor of an Approved Project to confirm, amongst other things,
 - (i) the payment of any Growth Deal Contributions and Loan Funds to the Project Sponsor;
 - (ii) the repayment obligations of the Project Sponsor;
 - (iii) transfer of responsibility to the Project Sponsor to deliver the Project;
 - (iv) clawback provision to clawback the Growth Deal Contributions and the Loan Funds from the Project Sponsor in the event of a default; and
 - (v) approval of any related party documentation to be entered into by the Project Sponsor and any third parties to deliver the Approved Project.

(the "GFA").
- (f) The GFA (and any other related documentation) for an Approved Project shall be approved by the CJC.

10.5.5 Councils' Contribution

- (a) The Councils' Contribution shall be used to finance the Regional Projects only unless otherwise agreed such provisions shall be reflected within the terms of the OBP and/or the relevant Business Cases to include, amongst other matters, the estimated annual spend profile for each Council.
- (b) Subject always to the maximum aggregate amounts contained within Clause 10.5.1(a)(iii) (*Total Funding*) and the obligation to contribute to the Annual Growth Deal Budget pursuant to Clause 10.4 (*Annual Growth Deal Budget*), each Council shall contribute to the aggregate Councils' Contribution required on each Regional Project on a Population Basis pursuant to the following formula:

$$A \% = B \times 100$$

with A% being a Councils' "Population Basis"

- (c) This is calculated as follows:

B	$B = \frac{\text{Current Population}}{\text{Total Population}}$
Current Population	<p>Current Population = means for each Accounting Period the mid-year estimated population figure for a particular Council taken from StatsWales for the preceding Accounting Period.</p> <p>Stats Wales is the WG's official body responsible for publishing official statistics at the following link:</p> <p>https://statswales.gov.wales/Catalogue/Population-and-Migration/Population/Estimates/Local-Authority/populationestimates-by-localauthority-year</p> <p>Where the Current Population is no longer available from StatsWales at any point, the last mid-year figures shall be used save where otherwise agreed by the CJC</p>
Total Population	Total Population = means for each Accounting Period the aggregate mid-year estimated population figure of the six Councils taken from StatsWales for the preceding Accounting Period.

10.5.6 Non-Council Parties' Contribution

- (a) The Non-Council Parties' Contribution shall be used to finance Non-Council Parties Led Projects only, unless otherwise agreed in writing by all of the Parties and such provisions shall be reflected within the terms of the OBP and/or the relevant Project Business Case to include, amongst other matters, the estimated annual spend profile for each Non-Council Party.
- (b) Subject always to the obligation to contribute to the Annual Growth Deal Budget pursuant to Clause 10.4 (*Annual Growth Deal Budget*), each Non-Council Party shall only be required to provide a Non-Council Party Contribution for an Approved Project(s) in which that Non-Council Party is acting as the Project Sponsor up to a maximum aggregate contribution below (each maximum aggregate contributions being an "**Non-Council Parties' Individual Contribution**" for that Non-Council Party respectively):

Non-Council Party	Maximum aggregate contribution
Bangor University	£728,720 (seven hundred and twenty eight thousand seven hundred and twenty pounds)
Wrexham University	£730,050 (seven hundred and thirty thousand and fifty pounds)
Grŵp Llandrillo Menai	£1,069,950 (one million, sixty nine thousand, nine hundred and fifty pounds)

- (c) Subject to Clause 10.5.6(d), the Non-Council Parties' Individual Contributions shall be as set out in table above, in the column entitled the "Maximum aggregate contribution" (column 3).
- (d) It is acknowledged and agreed that each Non-Council Party's Individual Contributions are based upon estimated costs to deliver a particular project(s) as more particularly set out in [section 9.2 of the OBP (Growth Deal Funding Profile)]. If, following development and approval of a Project Business Case, it is agreed by the CJC that, without decreasing the scope, quantity or quality of the Project, the cost of a Project and therefore the amount of the Non-Council Party's Individual Contribution is lower than estimated, the Non-Council Party's Individual Contributions will be decreased.

10.5.7 Retention of Records

The accounts referred to in this Clause 10 (*Commitment of the Parties and Contributions*) shall be retained for a period of at least ten (10) years after delivery of the Growth Deal pursuant to this Agreement or until notified by WG that the records can be destroyed, whichever is the later.

11. MITIGATION

Each Party shall at all time take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party(ies) pursuant to this Agreement.

12. LIABILITY OF THE PARTIES

- 12.1 The CJC shall indemnify and keep indemnified each of the other Parties to this Agreement against any reasonable losses, claims, expenses, actions, demands, costs and liability suffered by that Party to the extent arising directly from any wilful default or wilful breach by the CJC of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of the CJC or matters arising from any negligent act or omission in relation to such obligations).
- 12.2 No claim shall be made against the CJC to recover any loss or damage which may be incurred by reason of or arising out of the carrying out by the CJC of its obligations under this Agreement unless and to the extent such loss or damage arises from a wilful default or wilful breach by the CJC under Clause 12 (*Liability of the Parties*).
- 12.3 Each of the other Parties (acting severally) shall indemnify and keep indemnified the CJC against any reasonable losses, claims, expenses, actions, demands, costs and liabilities which the CJC may incur by reason of or arising directly from any wilful default or wilful breach by a Party of its obligations under this Agreement (and wilful in this context shall, for the avoidance of doubt, not include matters which are outside the reasonable control of that Party or matters arising from any negligent act or omission in relation to such obligations) unless and to the extent that the same result from any wilful breach by the CJC of any such obligations.
- 12.4 The Parties agree and acknowledge that the amount to be paid to the CJC by any of the other Parties under Clause 12 (*Liability of Parties*) shall be borne by each of the Parties to the extent of its responsibility, however in the event that the responsibility is a shared one between the Parties (so that it is not reasonably practicable to ascertain the exact responsibility between the Parties) then the amount to be paid shall be divided between the Parties on a Proportionate Basis.
- 12.5 In the event of a claim under this Clause 12 (*Liability of the Parties*) in which it is not reasonably practicable to determine the extent of responsibility as between the Parties (including the CJC), then the amount shall be divided amongst the Parties on a Proportionate Basis. For the avoidance of doubt, any claim arising otherwise than through the wilful default or wilful breach by the CJC or the other Parties shall be divided amongst the Parties (including the CJC) on a Proportionate Basis.

- 12.6 A Party who receives a claim for losses, expenses, actions, demands, costs and liabilities shall notify and provide details of such claim as soon as is reasonably practicable to the other Parties.
- 12.7 No Party shall be indemnified in accordance with this Clause 12 (*Liability of the Parties*) unless it has given notice in accordance with Clause 12.6 (*Liability of the Parties*) to the other Party against whom it will be enforcing its right to an indemnity under this Agreement.
- 12.8 Each Party ("**Indemnifier**") shall not be responsible or be obliged to indemnify the other Parties (including the CJC) ("**Beneficiary**") to the extent that any insurances maintained by the Beneficiary at the relevant time provide an indemnity against the loss giving rise to such claim and to the extent that the Beneficiary recovers under such policy of insurance (save that the Indemnifier shall be responsible for the deductible under any such policy of insurance and any amount over the maximum amount insured under such policy of insurance).

DEFAULTER EXIT

- 12.9 Without prejudice to any other rights or remedies, this Agreement may be terminated in relation to any Party [(other than the CJC)] ("**Defaulter**") by the other Parties ("**Non-Defaulting Parties**") acting unanimously in giving written notice to the Defaulter ("**Default Notice**") effective on receipt where the Defaulter materially breaches any of the provisions of this Agreement and in the case of a breach capable of remedy fails to remedy the same within thirty (30) Business Days (or such other period as agreed by the Non-Defaulting Parties) of being notified of each breach in writing by the Non-Defaulting Parties and being required to remedy the same.
- 12.10 The decision to give a Default Notice to the Defaulter shall require the agreement in writing of all of the Parties other than the Defaulter.
- 12.11 No sooner than [twenty (20)] Business Days after the date of the Default Notice, the CJC shall provide to all the Parties a Liability Report.
- 12.12 It is acknowledged and agreed that:
- 12.12.1 the Liability Report shall contain, as a minimum, the Defaulter's committed costs and liabilities:
- (a) under and in connection with this Agreement up to and including the Growth Deal Expiry Date, including for the avoidance of doubt all Annual Growth Deal Budget Contributions and Councils' Supplementary Payments for future Accounting Periods up to the Growth Deal Expiry Date; and
 - (b) the Defaulter's committed costs and liabilities on Approved Projects as the case may be (without double counting) which shall include (but is not limited to) any Council or Non-Council Parties' Contributions or Annual Growth Deal Budget Contributions that the Defaulter has committed to but not yet provided (whether that occurs before or after the Default Notice); and
- 12.12.2 in relation to row 1 of the Liability Report in Schedule 2 (*Liability Report*), for the avoidance of doubt, the Defaulter shall be liable to pay its committed costs and liabilities as detailed in Clause 12.12.1 above.
- 12.13 Where a Defaulter disagrees with any of the factual information in the Liability Report, it shall notify the CJC of the reasons for its disagreement within [five (5)] Business Days and the Defaulter and the CJC shall meet within five (5) Business Days (or such other period agreed between the Defaulter and the CJC) of such notification to seek to resolve the disagreement and:
- 12.13.1 where the Defaulter and the CJC agree on any changes to the Liability Report as initially issued, the CJC shall issue a revised version of the Liability Report; or

12.13.2 where the Defaulter and the CJC do not agree on a revised version of the Liability Report within twenty (20) Business Days of the meeting to seek to resolve the disagreement, then the CJC shall re-issue the initial Liability Report.

12.14 Subject always to the provisions set out in Clause 13 (*Consequences of Termination*), where a Default Notice is given under Clause 12.9 above and the material breach is not capable of remedy or, in the case of a breach capable of remedy, the Defaulter fails to remedy such breach within the time period set out in Clause 14.1 above, Clause 13 (*Consequences of Termination*) of this Agreement shall apply and the Defaulter shall be deemed to have withdrawn from its role as a Party to this Agreement as at the Exit Date.

13. CONSEQUENCES OF TERMINATION

13.1 If the Agreement is terminated in accordance with Clause 2.2 (*Termination*), save for the obligations set out in Clause 10 (*Commitment of the Parties and Contributions*), Clause 12 (*Liability of the Parties*), this Clause 13 (*Consequences of Termination*), Clause 16 (Intellectual Property), Clause 15 (*Confidentiality and Announcements*) and Clause 19 (*Dispute Resolution*) and any other provision which is expressed to survive termination which is required to give effect to such termination or the consequence of such termination, that Party shall be released from their respective obligations described in this Agreement.

13.2 For the avoidance of doubt any termination of this Agreement, whether in whole or in part in relation to a Terminating Party only, shall not affect any of the terms of the CJC Constitution or Growth Deal Documents and any changes which may be required to the CJC Constitution or Growth Deal Documents as a result of any termination of this Agreement will be considered in accordance with the terms of the CJC Constitution or Growth Deal Documents (as applicable).

13.3 Where a Party exits from this Agreement as a Defaulter in accordance with Clause 0 (*Defaulter Exit*) (the "**Terminating Party**"):

13.3.1 any capital asset acquired and/or secured and/or owned and/or provided by the Terminating Party for the purposes of the Growth Deal will remain in the ownership of the Terminating Party and the Terminating Party will reimburse the remaining Parties their respective contributions (if any) together with any reasonable costs incurred as a result of the default;

13.3.2 where the Terminating Party is a Council, the CJC may elect to continue or discontinue with any procurement and/or project forming part of the Growth Deal in the administrative area of the Terminating Party;

13.3.3 subject to approval of the CJC, the Terminating Party may elect to independently pursue the procurement of any project within its administrative area or project in which it is acting as Project Sponsor and which was identified as part of the Growth Deal provided that it does so at its own cost without any access to any of the funding provided for pursuant to this Agreement and the Growth Deal Documents including (but not limited to) the Growth Deal Contribution; and

13.3.4 save for the obligations set out in Clause 10 (*Commitments of the Parties and Contributions*), Clause 12 (*Liability of the Parties*), this Clause 15 (*Consequences of Termination*) and Clause 15 (*Confidentiality and Announcements*), the Terminating Party shall be released from its respective obligations described in this Agreement from the Exit Date.

13.4 Notwithstanding the termination or expiry of this Agreement, the following provisions shall survive such termination:

13.4.1 Clause 10 (*Commitments of the Parties and Contributions*);

13.4.2 Clause 12 (*Liability of the Parties*);

13.4.3 this Clause 15 (*Consequences of Termination*); and

13.4.4 Clause 15 (*Confidentiality and Announcements*).

13.5 The Parties acknowledge and agree that:

13.5.1 the Growth Deal has been modelled on the basis of participation by all the Parties and that there are considerable economic benefits to be achieved as a result of such joint working; and

13.5.2 accordingly, in the event that this Agreement is terminated in relation to any Party pursuant to Clause 0 (*Defaulter Exit*) such Terminating Party shall be liable to the other Parties for their reasonable and properly incurred costs in relation to the Growth Deal as set out in this Clause 13 (*Consequences of Termination*) and any Liability Report issued to the Terminating Party.

14. **INTELLECTUAL PROPERTY**

14.1 Each Party will retain all Intellectual Property in its Material.

14.2 Each Party will grant all of the other Parties a non-exclusive, perpetual, non-transferable and royalty free licence to use, modify, amend and develop its IP Material for the discharge of the Parties' obligations in relation to the Growth Deal and any other purpose resulting from the Growth Deal whether or not the party granting the licence remains a party to this Agreement.

14.3 Without prejudice to Clause 14.1 (*Intellectual Property*), if more than one Party owns or has a legal or beneficial right or interest in any aspect of the IP Material for any reason (including without limitation that no one Party can demonstrate that it independently supplied or created the relevant IP Material without the help of one or more of the other Parties), each of the Parties who contributed to the relevant IP Material will grant to all other Parties to this Agreement a non-exclusive, perpetual, non-transferable and royalty free licence to use and exploit such IP Material as if all the other Parties were the sole owner under the Copyright Design and Patents Act 1988 or any other relevant statute or rule of law.

14.4 For the avoidance of doubt, any entity or person who is at the date of this Agreement a Party to this Agreement and who has licensed any Intellectual Property under this Agreement will have a non-exclusive, perpetual right to continue to use the licensed Intellectual Property in respect of the Growth Deal.

14.5 Each Party warrants that it has or will have the necessary rights to grant the licences set out in Clause 14.2 and 14.3 in respect of the IP Material to be licensed.

14.6 Each Party agrees to execute such further documents and take such actions or do such things as may be reasonably requested by any other Parties (and at the expense of the Party(ies) making the request) to give full effect to the terms of this Agreement.

15. **CONFIDENTIALITY AND ANNOUNCEMENTS**

15.1 Each Party ("**Covenanter**") shall, both during the currency of this Agreement and at all times following its termination or expiry, keep private and confidential and shall not use or disclose (whether for its own benefit or that of any third party) any Confidential Information about the business of and/or belonging to any other Party or third party which has come to its attention as a result of or in connection with this Agreement.

15.2 The obligation set out in this Clause 15 (*Confidentiality and Announcements*) shall not relate to information which:

15.2.1 comes into the public domain or is subsequently disclosed to the public (other than through default on the part of the Covenanter or any other person to whom the Covenanter is permitted to disclose such information under this Agreement);

- 15.2.2 is required to be disclosed by law;
 - 15.2.3 was already in the possession of the Covenanter (without restrictions as to its use) on the date of receipt;
 - 15.2.4 is required or recommended by the rules of any governmental or regulatory authority including any guidance from time to time as to openness and disclosure of information by public bodies; or
 - 15.2.5 is necessary to be disclosed to provide relevant information to any insurer or insurance broker in connection with obtaining any insurance required by this Agreement.
- 15.3 Where disclosure is permitted under Clause 15.2.3 or Clause 15.2.4, the recipient of the information shall be subject to a similar obligation of confidentiality as that contained in this Clause 15 and the disclosing Party shall make this known to the recipient of the information.
- 15.4 No Party shall make any public statement or issue any press release or publish any other public document relating, connected with or arising out of this Agreement or any other agreement relating to the Growth Deal without the prior written consent of the other Parties.

16. **CONTRACTS (THIRD PARTY RIGHTS)**

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

17. **DISPUTE RESOLUTION**

- 17.1 Any dispute arising in relation to any aspect of this Agreement shall be resolved in accordance with this Clause 17 (*Dispute Resolution*). The Parties undertake and agree to pursue a positive approach towards dispute resolution which seeks (in the context of this joint working) to identify a solution which avoids legal proceedings and maintains a strong working relationship between the Parties.
- 17.2 In the event of any dispute or difference between the Parties relating to this Agreement (whether this may be a matter of contractual interpretation or otherwise) then any Party in dispute may refer the matter for resolution to:
- 17.2.1 mediation by WLGA or such party as the relevant Parties may agree; or
 - 17.2.2 the exclusive jurisdiction of the Courts of England and Wales.
- 17.3 Any dispute and/or disagreement to be determined by the relevant heads of organisations, mediation or the Courts of England and Wales (as the case may be) under this Agreement shall be promptly referred for determination to them.
- 17.4 The Parties shall on request promptly supply to the relevant heads of organisations or mediator or the Courts of England and Wales (as the case may be) all such assistance, documents and information as may be required for the purpose of determination.
- 17.5 If a mediator is appointed to determine a dispute pursuant to Clause 17.2, then the mediator shall be deemed to act as an expert and not as an arbitrator and his determination shall (in the absence of manifest error) be conclusive and binding upon the Parties.
- 17.6 The costs of the resolution of any dispute and/or disagreement between the Parties under this Agreement shall be borne by the relevant Parties on a Proportionate Basis to the dispute in question save as may be otherwise directed by the relevant heads of organisations, the mediator or the Courts of England and Wales (as the case may be).

18. **DATA PROTECTION**

- 18.1 In relation to all Personal Data, each Party shall at all times comply with the Data Protection Legislation, (as a data controller if necessary) which includes (but is not limited to) maintaining a valid and up to date registration or notification under the Data Protection Legislation covering the data processing activities to be performed in connection with the Growth Deal.
- 18.2 Each Party:
- 18.2.1 shall process Personal Data belonging to any other Party only on the instructions of that Party (subject to compliance with applicable law);
 - 18.2.2 shall only undertake processing of Personal Data reasonably required in connection with the Growth Deal and shall not transfer any Personal Data to any country or territory outside the European Economic Area; and
 - 18.2.3 shall use its reasonable endeavours to procure that all relevant sub-contractors and third parties comply with this Clause 18.2 (*Data Protection*). For the avoidance of doubt a relevant sub-contractor is one which processes Personal Data belonging to the one or any of the Parties.
- 18.3 The Parties shall not disclose Personal Data to any third parties other than:
- 18.3.1 to employees and sub-contractors and third parties to whom such disclosure is reasonably necessary in order for the Parties to discharge the Parties' obligations in relation to the Growth Deal; or
 - 18.3.2 to the extent required under a court order or to comply with any applicable laws including (but not limited to) any statute, bye law, European Directive or regulation,

provided that any disclosure to any sub-contractor or any third parties under Clause 18.3.1 shall be made subject to written terms substantially the same as, and no less stringent than, the terms contained in this Clause 18 and that the Parties shall give notice in writing to all other Parties of any disclosure of Personal Data belonging to them which they or a sub-contractor or third parties are required to make under Clause 18.3.2 immediately they are aware of such a requirement;
 - 18.3.3 the Parties shall bring into effect and maintain and shall use its reasonable endeavours to ensure that all relevant sub-contractors and any third parties have in effect and maintain all reasonable technical and organisational measures necessary to prevent unauthorised or unlawful processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including but not limited to taking reasonable steps to ensure the reliability and probity of any employee or agent of a relevant sub contractor or any third parties having access to the Personal Data; or
 - 18.3.4 any Party may, at reasonable intervals, request a written description of the technical and organisational methods employed by any other Party and the relevant sub-contractors referred to in Clause 18.2.3. Within five (5) Business Days of such a request, the Party requested to do so shall supply written particulars of all such measures as it is maintaining detailed to a reasonable level such that the requesting Party can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation. All Parties shall use its reasonable endeavours to ensure that the sub-contractors and any third parties also comply with such request from any other Party.
- 18.4 All Parties shall ensure that any Personal Data they obtain and provide to any other Party has been lawfully obtained and complies with the Data Protection Legislation and that the use thereof in accordance with this Agreement shall not breach any of the provisions of the Data Protection Legislation.

- 18.5 If:
- 18.5.1 under the Data Protection Legislation any Party is required to provide information to a data subject (as defined in the Data Protection Legislation) in relation to Personal Data when such data is in the possession or under control of any other Party; and
- 18.5.2 the required Party informs the controlling Party in writing that this is the case,
- then the controlling Party shall guarantee reasonable and prompt co-operation to the required Party in meeting its obligations under the Data Protection Legislation including making copies of the relevant Personal Data to the extent the same are in its possession.
- 18.6 Each Party shall provide the other as soon as reasonably practicable, with such information in relation to Personal Data and their processing as the other Party may reasonably request in writing and the party asked to provide the relevant data may reasonably be able to provide in order for the other Party to:-
- 18.6.1 comply with its obligations under this Clause 18 and the Data Protection Legislation; and
- 18.6.2 assess whether the processing of the relevant Personal Data in connection with this Agreement is breaching or may breach the Data Protection Legislation in a manner which is material and not effectively sanctioned by any guidance statement issued by the Information Commissioner.
- 18.7 The Parties shall each take reasonable precautions (having regard to the nature of their respective obligations under this Agreement) to preserve the integrity of any Personal Data.
- 18.8 The Parties shall work together to create and agree an information sharing protocol specifically in relation to their joint working on the Growth Deal and shall continually review any existing information sharing protocols being used in relation to the Growth Deal to ensure they remain relevant to the Growth Deal and to identify which Personal Data needs to be processed and on what basis to ensure compliance with this Clause 18 (Data Protection).
19. **FREEDOM OF INFORMATION AND ENVIRONMENT INFORMATION**
- 19.1 Each Party acknowledges that the Parties are subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**") and the Parties shall comply with the CJC's policy on FOIA in respect of these information disclosure obligations to the extent they relate to the Growth Deal and this Agreement.
- 19.2 Where a Party (the "**Receiving Party**") receives a request for information under either the FOIA or the EIR in relation to information which it is holding on behalf of any of the other Parties in relation to the Growth Deal, it shall:
- 19.2.1 transfer the request for information to the CJC as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for information;
- 19.2.2 provide the CJC with a copy of all information in its possession or power in the form the CJC reasonably requires within ten (10) Business Days (or such longer period as the CJC may specify) of the CJC requesting that information; and
- 19.2.3 provide all necessary assistance as reasonably requested by the CJC to enable the CJC to respond to a request for information within the time for compliance set out in the FOIA or the EIR.
- 19.3 The Parties acknowledge and agree that the CJC shall be responsible for co-ordinating any response on behalf of the relevant Parties to the extent they relate to the Growth Deal and all costs incurred shall be accounted for as CJC Costs.

19.4 The CJC shall be responsible for determining in their absolute discretion whether any information requested under the FOIA or the EIR:

19.4.1 is exempt from disclosure under the FOIA or the EIR; and

19.4.2 is to be disclosed in response to a request for information.

19.5 Each Party acknowledges that the CJC may be obliged under the FOIA or the EIR to require the Receiving Party to disclose and, acting upon the instructions of the CJC, the Receiving Party shall disclose information:

19.5.1 without consulting with the other Parties where it has not been practicable to achieve such consultation; or

19.5.2 following consultation with the other Parties and having taken their views into account.

20. **NOTICES**

20.1 Any notice or demand in connection with this Agreement to any Party shall be in writing and may be delivered by hand, prepaid first class post, special delivery post or email, addressed to the recipient at the address as the case may be set out in Schedule 1 (*Parties' Details*) or such other recipient address as may be notified in writing from time to time by any of the Parties to all the other Parties.

20.2 The notice or demand shall be deemed to have been duly served:

20.2.1 if delivered by hand, when left at the proper address for service;

20.2.2 if given or made by prepaid first class post or special delivery post, forty-eight (48) hours after being posted (excluding days other than Business Days); or

20.2.3 if given or made by email, at the time of transmission,

provided that, where in the case of delivery by hand or email such delivery or transmission occurs either after 4.00pm on a Business Day or on a day other than a Business Day service shall be deemed to occur at 9.00am on the next following Business Day.

20.3 For the avoidance of doubt, where proceedings to which the Civil Procedure Rules apply have been issued, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

21. **GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of England and Wales. Subject to Clause 17 (Dispute Resolution), the English and Welsh Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

22. **ASSIGNMENT**

The rights and obligations of the Parties under this Agreement shall not be assigned, novated or otherwise transferred without the consent of the other Parties.

23. **WAIVER AND COSTS**

23.1 No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy unless a waiver is given in writing by that Party.

23.2 Each Party shall pay their own costs incurred in connection with the preparation, execution, completion and implementation of this Agreement.

24. **VARIATIONS**

24.1 No amendment to this Agreement shall be binding unless it is in writing and signed by the duly authorised representatives of each of the Parties and expressed to be for the purpose of such amendment.

25. **ENTIRE AGREEMENT**

25.1 This Agreement contains all the terms which the Parties have agreed in relation to the subject of this Agreement and supersedes any prior written or oral agreements, representations or understandings between the Parties relating to such subject matter.

25.2 No Party has been induced to enter into this Agreement or any of these documents by statement or promise which they do not contain, save that this Clause shall not exclude any liability which one Party would otherwise have to the other in respect of any statements made fraudulently by that Party.

26. **COUNTERPARTS**

26.1 This Agreement may be executed in any number of counterparts each of which so executed shall be an original but together shall constitute one and the same instrument.

26.2 A complete signed copy of this Agreement delivered by e-mail in a pdf format from each Party shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each Party shall hold its signed copy to order of the CJC and the Agreement shall be dated on the date that the CJC dates its copy of the Agreement.

27. **RELATIONSHIP OF PARTIES**

Each Party is an independent body and nothing contained in this Agreement shall be construed to imply that there is any relationship between the Parties of partnership or (except as expressly provided in this Agreement) of principal/agent or of employer/employee. No Party shall have the right to act on behalf of another nor to bind the other by contract or otherwise except to the extent expressly permitted by the terms of this Agreement. In particular for the avoidance of doubt, none of the provisions relating to the principles of working in partnership shall be taken to establish any partnership as defined by The Partnership Act 1890.

28. **STATUTORY RESPONSIBILITIES**

Notwithstanding anything apparently to the contrary in this Agreement, in carrying out their statutory duties, the discretion of any Party shall not be fettered or otherwise affected by the terms of this Agreement.

SCHEDULE 1 – PARTIES DETAILS

Recipient's name	Address	Email
CJC: [REDACTED]	[REDACTED]	[REDACTED]
Conwy Council: [Chief Executive]	PO Box 1, Conwy, LL30 9GN	
Denbighshire Council: [Chief Executive]	PO Box 62, Ruthin, LL15 9AZ	
Flintshire Council: [Chief Executive]	County Hall, Mold CH7 6NB	Chief.executive@flintshire.gov.uk
Gwynedd Council: [Chief Executive]	Gwynedd Council Shirehall Street Caernarfon LL55 1SH	
Isle of Anglesey Council: [Chief Executive]	Council Offices Llangefni Anglesey LL77 7TW	
Wrexham Council: [Chief Executive]	The Guildhall Wrexham LL11 1AY	lan.bancroft@wrexham.gov.uk
Bangor University: [Vice Chancellor]	College Road, Bangor, Gwynedd LL57 2DG	vice-chancellor@bangor.ac.uk
Glyndwr University: [Vice Chancellor]	Glyndŵr University Mold Road Wrexham LL11 2AW	
Coleg Cambria: [Chief Executive]	Kelsterton Road Connah's Quay Deeside Flintshire	

Recipient's name	Address	Email
	CH5 4BR	
GRWP Llandrillo Menai: [Chief Executive]	Llandudno Road, Colwyn Bay, LL28 4HZ	

[PM NOTE: Contact details to be reviewed and confirmed]

SCHEDULE 2 - LIABILITY REPORT

The Liability Report shall include (but shall not be limited to) irrecoverable expenditure incurred and committed in relation to the following:

	<u>Amount</u> (all figures in round pounds)
Any committed costs, including but not limited to those set out in Clause []	
Procurement Costs	
Costs associated with delays and having to revisit any procurements (including but not limited to the cost of legal, financial and technical advice)	
Land costs – costs associated with identifying and procuring land	
Staff costs (and associated overheads) in progressing the scheme: <ul style="list-style-type: none"> a) Consultancy / Advisers fees b) Internal Project Management and monitoring c) Internal Professional advice 	
All other reasonable and properly incurred costs and losses (to include the cost of preparing the Liability Report)	
Any costs, claims and damages arising from any third parties in respect of any costs relating to any delay or arising from the termination	

Certified Correct _____
(Signed)

(Date)

[IPM NOTE: EXECUTION BLOCKS BELOW TO BE CONFIRMED]

FEL Y TYSTIUYD, mae'r Cytundeb hwn wedi'i gyflawni fel Gweithred ar y dyddiad a ysgrifennwyd ar ddechrau'r Cytundeb hwn yng ngŵydd y rheini sydd wedi'u nodi.

AS WITNESSED this Agreement has been executed as a Deed on the date written at the beginning of this Agreement in the presence of those stated.

[CJC Execution block to be added]

Gosodwyd Sêl Gyffredin **CYNGOR**)
BWRDEISTREF SIROL CONWY)
at hynny yng ngŵydd: -)
The Common Seal of **CONWY COUNTY**)
BOROUGH COUNCIL was)
hereunto affixed in the presence of: -)

Gosodwyd Sêl Gyffredin)
CYNGOR SIR DDINBYCH)
at hynny yng ngŵydd:-)
The Common Seal of **DENBIGHSHIRE**)
COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Gosodwyd Sêl Gyffredin)
CYNGOR SIR Y FFLINT)
at hynny yng ngŵydd:-)
The Common Seal of **FLINTSHIRE**)
COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Gosodwyd Sêl Gyffredin)
CYNGOR GWYNEDD)
at hynny yng ngŵydd:-)
The Common Seal of **GWYNEDD**)
COUNCIL was)
hereunto affixed in the presence of:-)

Gosodwyd Sêl Gyffredin)
CYNGOR SIR YNYS MÔN)
at hynny yng ngŵydd:-)
The Common Seal of **THE ISLE OF**)
ANGLESEY COUNTY COUNCIL was)
hereunto affixed in the presence of:-)

Gosodwyd Sêl Gyffredin **CYNGOR**)
BWRDEISTREF SIROL WRECSAM)
149791275.8\683804)

at hynny yng ngŵydd:-)
The Common Seal of **WREXHAM**)
COUNTY BOROUGH COUNCIL was)
hereunto affixed in the presence of:-)

Gosodwyd Sêl Gyffredin

PRIFYSGOL BANGOR drwy hyn yn unol â'i (1).....
Herthyglau
cwmni:- (AELOD O'R CYNGOR/MEMBER OF
COUNCIL)

The Common Seal of the **BANGOR
UNIVERSITY**

was hereby affixed in accordance with its
Articles of (PRINTIWCH ENW/PRINT NAME)

Association

(2).....
(AELOD O'R CYNGOR/MEMBER OF
COUNCIL)

.....
(PRINTIWCH ENW/PRINT NAME)

(3).....
(COFRESTRYDD/ YSGRIFENNYDD)
(REGISTRAR/SECRETARY)

.....
(PRINTIWCH ENW/PRINT NAME)

ym mhresenoldeb
In the presence of)
Enw Tyst
Witness name)
Llofnod Tyst
Witness signature)
Cyferiad Tyst

Arwyddwyd fel gweithred ar ran)
PRIFYSGOL GLYNDWR)
at hynny yng ngŵydd:-)
The Common Seal of)
GLYNDWR UNIVERSITY was)
hereunto affixed in the presence of:-)

Arwyddwyd fel gweithred ar ran)
COLEG CAMBRIA)
Signed as a deed on behalf of)
COLEG CAMBRIA by:-)
In the presence of)
Witness name)
Witness signature)
Witness address)

Arwyddwyd fel gweithred ar ran)
GRWP LLANMDRILLO MENAI)
Signed as a deed on behalf of **GRWP**)
LLANDRILLO MENAI by:-)
In the presence of)
Witness name)
Witness signature)
Witness address)