

SUBJECT: UPDATED COMMISSIONING AGREEMENT FOR THE EDUCATION ACHIEVEMENT SERVICE (EAS)

MEETING: CABINET

DATE:

DIVISION/WARDS AFFECTED: All schools and pre-school education providers across the authority

1. PURPOSE:

- 1.1 To seek approval to formally agree the Supplemental Agreement to the Collaboration and Members Agreement (CAMA) for the Education Achievement Service (EAS) April 2016. This supplemental agreement seeks changes on the following three levels Governance; EAS operation outside of SEWC and Funding

2. RECOMMENDATION:

- 2.1 It is recommended that Cabinet approve the adoption of the Education Achievement Service (EAS) Supplemental Agreement (Appendix 1) to the Collaboration and Members Agreement (CAMA) for the EAS (Appendix 2) April 2016 as explained in this report.

3. KEY ISSUES:

- 3.1 Following the introduction of a 'National Model for School Improvement', a series of proposed changes to the original agreement between the five LAs in the SEWC have been outlined in the updated agreement including changes to:
- Governance arrangements that ensure the LAs and the EAS are complying with requirements of the National Model for Regional Working.
 - The way grants can be dealt with by the EAS is changed – the first change being that all grants will now be channelled through the Directors group in the first instance. There is a detailed process that explains how this will work in practice. The EAS will report on this regularly to both the directors/heads of education and the Executive Members for Education in each of the LAs.
 - The EAS ability to provide services to other customers other than the SEWC LAs for a fee and subject to scrutiny and approval from the Joint Executive Group. The EAS may proceed with such a commission without prior JEG consent when:

- the contract is valued at up to £50k but carries no risk/will have no impact on agreed delivery outcomes
- the contract is valued up to £15k and may/will have an impact on agreed delivery outcomes
- The EAS has taken appropriate advice on any VAT liabilities that entering into such a contract may give rise to and these are factored into the detail of the contract.
- The EAS has taken appropriate legal advice in drawing up the contract.
- The EAS will inform the next JEG meeting of all new contracts that exceed £10,000 over a financial year.

In the event the EAS core service costs more than predicted, in line with prior JEG approval, each LA will pay its proportional share on this overspend. However, the EAS in negotiation with the LAs will repay this “loan” over an agreed period through reducing the core service charge each LA pays for an agreed period.

3.2 There are a number of risks associated with the proposed changes:

- Failure to ensure the governance arrangements are compliant with Welsh Government requirements could expose each of the SEWC LAs to risk of challenge directly from WG and from Estyn during the next round of LA (and Consortia) inspections.
- Consultees believe the updated governance arrangements (which are in place in effect but need to be ratified) have strengthened the EAS’ ability to deliver better services to learners and LAs – this could be threatened if they are not formally adopted.
- New Clause 8.9.4 of the CAMA (relating to grants and how they will be dealt with) brings in a new arrangement that each LA should be satisfied reflects their own constitutional arrangements.
- New Clause 11A of the CAMA (relating to the EAS potential accepting contracts from non SEWC LAs or others) may carry the risk of the EAS not providing all of the core services and/or being the subject of a claim which the SEWC LAs would be ultimately responsible for.
- The EAS will need to ensure they have taken appropriate expert advice on all tax liabilities that may arise from their provision of services to other parties (other than SEWC LAs) who may wish to commission their work. Any additional costs associated with this type of work must be factored in to the value of the contract in the first instance, so no liability for tax is borne by the SEWC LAs.
- New Schedule 2 (outlining what happens in the event of an unexpected overspend for core services) means that LAs could face additional costs in a given year but be “repaid” these through reduced contributions over subsequent years.

Given the strengthened governance arrangements and the control measures already in place, it is considered these risks are manageable.

3.3 Monitoring and evaluation

The EAS continues to work closely with each of the LAs directly via joint working groups looking at finance, school improvement, additional learning needs and safeguarding. These groups report directly to Directors of Education and termly to JEG.

JEG, the Banker Authority, the Audit Committee and the Company Board work closely with managing director of the EAS to ensure effective communication, understanding of the financial context of the business and to manage risk in a way that maximizes benefit to children and staff across the region while minimizing LAs' exposure to unexpected costs.

Welsh Government both directly and via Estyn and the Wales Audit Office also scrutinise the EAS work and systems regularly.

4. REASONS:

4.1 The South East Wales Education Achievement Service was established as a limited company in July 2012. Its prime function is to raise standards in education across the region. Newport, Torfaen, Caerphilly, Blaenau Gwent and Monmouthshire Councils have commissioned the EAS to act as the preferred partner to deliver a school improvement service across the consortium.

4.2 In March 2013, the Minister for Education and Skills introduced a statutory 'National Model for School Improvement'. The requirements of this resulted in a number of changes to the governance arrangements between the EAS and the five LAs in the South East Wales region. In light of this, additional external legal advice has been sought and this report outlines the proposed major changes to the original agreement made between the LAs. These changes require approval from each Council.

4.3 Proposed changes to the Collaboration and Members Agreement – Governance

4.3.1 While the EAS continues as a company, the composition of its Company Board has been refreshed in line with the National Model and is now constituted by:

- a Senior Cabinet Member from each LA cabinet (one who has a brief other than education). These are voting members of the Company Board.

In addition, the following are invitees to Boards meetings and may advise the Board but do not have voting rights and are not directors of the Company:

- a lead Chief Executive and Lead Director of Education

- four expert external advisers appointed by the EAS and SEWC LAs jointly following an open public application and appointment process

4.3.2 An Audit Committee has been established, made up of two non-executive members from each of the five local authorities from the South East Wales Education (SEWC) region. The Audit Committee function is an advisory capacity to the EAS Company Board and meet quarterly. The terms of reference of this committee cover Financial reporting, internal controls and external / internal auditors, risk management, compliance with law and regulation, technology, conflict of interest and reporting on value for money.

4.3.3 The Joint Executive Group (JEG) made up from each of the Executive Members for Education in each of the LAs. It provides oversight and feedback for EAS operations and can make recommendations to the EAS MD and Board, although these are not binding.

Additionally the JEG receives and reviews:

- Reports on the performance of schools across the region
- Updates on policy developments and specific projects undertaken for Welsh Government
- Funding issues including use of grants and their impact.

JEG considers proposals from the EAS to provide services beyond the five LAs including the nature and scope of this work, its possible impact on all services provided to SEWC LAs and any financial benefits and risks arising from these additional commissions particularly as the SEWC LAs may be liable for any loss.

4.3.4 Proposed changes to Grants

It is proposed that the way grants can be dealt with by the EAS is changed. The EAS often receives offers of grants from government the majority of which are expected. However, there are also frequent offers of additional grants that arrive after the business plan has been agreed with the LAs, or is otherwise “unexpected”. The conditions of these grants can be such that a rapid decision is required to ensure the grant will not inhibit delivery of core services and adds value to what the EAS can offer.

To seek approval, it is proposed for all grant offers that the EAS will email the Directors of Education and the members of the Education Finance group outlining the grant offer, the value it offers in terms of improved outcomes and indicating how core service commitment will be maintained.

In the unlikely event LAs do not provide instructions after 10 working days of notification, only then will the decision whether to accept the grant or not will lie with the EAS. If there is dispute between the directors / heads of education on whether the grant should be accepted or not will be considered and determined by the JEG in the next available meeting.

The EAS will report on the impact of grants in line with the Business Plan reporting procedures to both the directors/ heads of education and the Executive Members for Education in each of the LAs.

This provision allows grant offers to be processed quickly and thoroughly and still ensures oversight and control of risk via the Directors and JEG.

4.4 Proposed changes to EAS - Contracts other than from the authorities within the SEWC:

- 4.4.1** It is proposed to enable the EAS the ability to provide services to other customers other than the SEWC LAs for a fee and subject to scrutiny and approval from the Joint Executive Group.

The EAS may only proceed with such a commission without prior JEG consent when:

- The contract is valued at up to £50k but carries no risk/ will have no impact on agreed delivery outcomes
- The contract is valued up to £15k and may/ will have an impact on agreed delivery outcomes.
- The EAS has taken appropriate advice on any VAT liabilities that entering into such a contract may give rise to and these are factored into the detail of the contract.
- The EAS has taken appropriate legal advice in drawing up the contract in line with the EAS Procurement Policy
- The EAS will inform the next JEG meeting of all new contracts entered into since the last meeting.
- Any contract will have no impact on agreed delivery outcomes up to £50,000 or up to £15,000 if the activity will have an impact on agreed delivery outcomes.

This provision will allow the EAS to income generate. In addition to developing services that may be of value to the SEWC LAs as part of their future core service provision, this income generation may also support the funding model for the EAS.

However, this expansion of the company's remit does carry some additional risk. Despite the requirement to seek approval from JEG as outlined above, should the EAS deliver a service that results in a loss or a claim, the SEWC LAs would be ultimately responsible to meet these losses. Given the enhanced governance and reporting requirements outlined earlier in this report, it is envisaged that this risk is manageable.

4.4.2 Proposed changes to funding:

It is proposed to change the EAS discretion to charge more for core services than was predicted subject to prior JEG / Directors approval

In the event the EAS core service costs more than predicted, each LA will pay its proportional share on this overspend. However, the EAS, in negotiation with the LAs, will repay this “loan” over an agreed period through reducing the core service charge each LA pays for time.

This proposal is intended to cover any unexpected operational events that may arise that mean budgets in one year could be stretched or exceeded. The intention is not to allow discretion for less rigorous financial and strategic planning systems to be carried out.

5. RESOURCE IMPLICATIONS:

5.1 The Council makes a financial contribution of £451,308 to the Education Achievement Service (EAS) to ensure effective delivery of the statutory school improvement functions of Challenge, Monitor, Support and Intervention on behalf of the Council to all schools within Monmouthshire.

5.2 There are no direct human resource implications arising from these proposals, however, there may be implications in that the EAS is required to seek expert professional advice on tax liabilities that may arise from providing services to other organisations, and to procure appropriate legal advice as required. The cost of this advice and any level of required enhanced professional indemnities associated with these additional contracts must be built in to the contract value.

6. WELLBEING OF FUTURE GENERATIONS IMPLICATIONS (INCORPORATING EQUALITIES, SUSTAINABILITY, SAFEGUARDING AND CORPORATE PARENTING):

6.1 As this proposal seeks to amend an existing agreement and that the changes will not adversely impact on current provision, it has been deemed that a Future Generations evaluation is not required on this occasion.

7. CONSULTEES:

7.1 Consultations have taken place with:

- The EAS Company Board and Officers
- Executive Members of Education across the SEWC LAs
- The Lead Chief Executive, Paul Matthews
- Directors of Education and their finance officers
- The Banker Local Authority (Torfaen)
- Blake Morgan Solicitors

8. BACKGROUND PAPERS:

- Supplemental Agreement to the Collaboration and Members Agreement (CAMA) for the Education Achievement Service(EAS) Appendix 1
- Members Agreement (CAMA) for the Education Achievement Service (EAS) Appendix 2

9. AUTHOR:

Sarah McGuinness

10. CONTACT DETAILS:

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Appendix 1

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL
 - (2) CAERPHILLY COUNTY BOROUGH COUNCIL
 - (3) MONMOUTHSHIRE COUNTY BOROUGH COUNCIL
 - (4) NEWPORT CITY COUNCIL
 - (5) TORFAEN COUNTY BOROUGH COUNCIL
 - (6) SOUTH EAST WALES EDUCATION ACHIEVEMENT SERVICE
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South East Wales Education Achievement Service

Agreed Additional Governance Arrangements

Supplemental to the Collaboration and Members Agreement dated 23rd December 2013

THIS AGREEMENT is made the _____ day of _____ 2016

BETWEEN:

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL of Municipal Offices, Civic Centre, Ebbw Vales, NP23 6XB
- (2) CAERPHILLY COUNTY BOROUGH COUNCIL of Penallta House, Tredomen Park, Ystrad Mynach, CF82 7PG
- (3) MONMOUTHSHIRE COUNTY BOROUGH COUNCIL of PO Box 106 Caldicot NP26 9AN
- (4) NEWPORT CITY COUNCIL of Newport Civic Centre, Godfrey Road, Newport, 20 4UR
- (5) TORFAEN COUNTY BOROUGH COUNCIL of Civic Centre, Pontypool, NP4 6YB

each a “**Home Authority**”; and

- (6) SOUTH EAST WALES EDUCATION ACHIEVEMENT SERVICE a company registered in England and Wales with company number 8155408 and whose a registered office is at Tredomen House, Tredomen Park, Ystrad Mynach, CF 82 7WF (the “**Company**”);

and together the “**Parties**”.

BACKGROUND:

- (1) The Company is a company limited by guarantee established by the Home Authorities for the purpose of collaborating in order to improve the standard of education in the South East Wales region through the Company supplying certain services to the Home Authorities.
- (2) By an agreement made on 23rd December 2013 and called the South East Wales Education Achievement Service Collaboration and Members Agreement (the “**CAMA**”) the Parties agreed terms for governing the relationship between the Home Authorities and each other in respect of the collaboration between them and the governance of the Company.
- (3) By a deed of contribution (“**DOC**”) made on the same date, the Home Authorities agreed to certain arrangements relating to the Company as between themselves.
- (4) As a result of subsequent developments, and in particular (i) changes to the way in which the Welsh Ministers are funding the activities carried out by the Company and

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(ii) a review by the Company and the Home Authorities of the governance arrangements for the Company and its activities, the Parties have agreed to enter into this agreement (the “**Agreement**”) for the purpose of recording certain further matters which they have agreed to put in place.

OPERATIVE PROVISIONS

1. INTERPRETATION AND RELATIONSHIP TO CAMA

1.1 Except as otherwise indicated in this Agreement, capitalised words and phrases used in this Agreement shall have the same meaning as in the CAMA.

1.2 Clauses 1.2 to 1.7 and 23 to 33 of the CAMA shall form part of this agreement, as if separately set out herein *mutatis mutandis*.

1.3 The following words and phrases shall have the following meanings in this Supplemental Agreement and (unless otherwise specified in this Supplemental Agreement) in the CAMA as amended by this Supplemental Agreement:

Additional Services: is as defined in the Commissioning Agreement

Articles: means the Company’s Articles of Association, and reference to an **Article** shall be to one of the Articles

Banker Authority: means the Home Authority providing support provider services to the Company pursuant to a separate contract.

Bespoke Services: is as defined in the Commissioning Agreement

Core Services: is as defined in the Commissioning Agreement

Grant Funded Services: means the services as specified in the relevant education grant funding conditions to be delivered by the Company to all or any of the Home Authorities as agreed and authorised in accordance with Clause 8.9 .

1.4 This Agreement is supplemental to the CAMA, which remains fully in force except to the extent that it is expressly amended by this Agreement.

1.5 If anything in this Agreement is inconsistent with or conflicts with the Articles, then Articles shall prevail.

1.6 The DOC shall remain in full force and effect notwithstanding the contents or operation of this Supplemental Agreement

2. GOVERNANCE

2.1 Each Home Authority agrees that the individual nominated by it under Article 11.1 of the CAMA to be a member of the EAS Board shall be a senior Cabinet member.

2.2 The Home Authorities and the Company agree that the following persons shall be entitled to attend at and participate in meetings of the EAS Board to advise the EAS Board:

(a) a lead Chief Executive and Lead Director of education each nominated by the Joint Executive Group];

(b) four expert external advisers appointed by the Company and the Home Authorities jointly, following a fair and open public advertisement

Such persons shall have no rights to vote and shall not be directors of the Company.

2.3 The Home Authorities agree that they will take steps to amend the Articles so that the quorum for a meeting of the EAS Board shall be three people and that the tenure of the Chair of the Board shall be 24 months. Pending such amendments to the Articles, the Home Authorities agree that the Company may operate on that basis, and no Home Authority shall question or impugn any decision or proceedings of the Board made on that basis and hereby confirm the validity of any such decision or proceedings made on that basis to date.

2.4 The Parties further agree that the following amendments be made to the CAMA to reflect changes to the governance of the Joint Executive Group:

2.4.1 Clause 5.5. shall be amended by replacing "12 months" in the second line of the clause with "24 months".

2.4.2 Clause 5.9 shall be amended by replacing "four (4) Cabinet Members" with "three (3) Cabinet Members".

2.4.3 Clause 5.12 shall be amended by replacing "at least four" in the second line of the clause with "at least three".

3. FUNDING AND BUSINESS PLAN

With effect from [insert date], the following provisions shall apply:

3.1 Schedule 2 of the CAMA is replaced by the wording set out in Schedule 1 of this Agreement

3.2 Clause 8.3 shall be amended as follows:

3.2 In the last line of the clause, delete '*Co-operative Bank*' and insert '*Lloyds Bank*'.

3.3 Insert at the end of the clause the following '*or, if different, the base rate of the Company's current banker*'

3.3 Clause 8.5 shall be amended by:

3.3.1 deleting Clause 8.5, paragraph (a); and

3.3.2 deleting Clause 8.5, paragraph (b); and

3.3.3 inserting after Clause 8.5 paragraph (f) a new paragraph and the words '*unless otherwise agreed in writing by the Parties*'.

3.4 A new Clause 8.5A shall be added to the CAMA, reading as follows:

The Business Plan for each Financial Year shall describe the Core Services to be delivered by the Company in that Financial Year and shall have appended to it 5 appendices, one in respect of each Home Authority, which shall set out the Bespoke Services delivered to each Home Authority that will be resourced by the Company.

3.4 Clause 8.7 of the CAMA is replaced by:

The Business Plan for each Financial Year from and including [] shall be dealt with as follows:

(a) the Business Plan will be prepared by the Managing Director and referred to the Joint Executive Group for comment at least 45 Calendar Days before the end of the preceding Financial Year.

(b) The Joint Executive Group shall within 15 Calendar Days present its comments on the Business Plan in writing to the Managing Director. If the Joint Executive Group has not done so within that time, then the Joint Executive Group shall be deemed not to have any comments to make on the Business Plan.

(c) within 15 Calendar Days, the Business Plan together with the comments (if any) of the Joint Executive Group shall be presented to the EAS Board and adopted (as amended by the EAS Board), taking account of such comments (if any).

(d) once adopted by the EAS Board, the Business Plan will be submitted to each Home Authority for consideration and approval by that Home Authority. Each Home Authority shall notify its approval or disapproval within 15 Calendar Days, failing which such Home Authority shall be deemed to have approved the Business Plan. No Home Authority shall unreasonably withhold or refuse its approval.

3.5 A new clause shall be added to the CAMA as Clause 8.8 to the CAMA, reading as follows:

8.8 *If any Home Authority wishes to procure Additional Services*

such Home Authority and the Company may agree the terms on which such Additional Services shall be delivered in accordance with the procedure set out in Clause 5 of the Commissioning Agreement. Such agreement shall not impact on the delivery of the Core Services or the Bespoke Services. Such agreement shall not require the approval of the Joint Executive Group or of any other Home Authority, but shall be communicated to the Joint Executive Group where the cumulative value of the services rendered to any one Home Authority in any Financial Year exceeds £10,000 (ten thousand pounds).

3.6 A new clause shall be added to the CAMA as Clause 8.9, reading as follows:

8.9 *Any education grant funding made available to the region to provide Grant Funded Services requires each Home Authority's Chief Education Officer to formally approve the commissioning of such work in accordance with the following procedure:*

8.9.1 *On receipt of a regional grant offer for education purposes, the Company in line with internal planning processes will evaluate the grant offer to ensure it is compliant with current priorities and offers added benefits to outcomes for learners without adversely affecting the Company's ability to deliver Commissioned Services.*

- 8.9.2 *If 8.9.1 is approved, a plan for the use of such grant funding shall be prepared by the Managing Director and communicated electronically to:*
- 8.9.2.1 *each Home Authority's Chief Education Officers for approval; and*
 - 8.9.2.2 *the nominated SEWC Finance Officer for each Home Authority.*
- 8.9.3 *Each Home Authority's Chief Education Officer following the approval request will confirm their decision having followed their internal constitutional requirements.*
- 8.9.4 *If after 10 working days there has been no response from any or all of the Home Authorities' Chief Education Officers then the grant plan shall be deemed to have been approved. In exceptional cases, and only with prior agreement from the Lead Chief Education Officer (appointed pursuant to the Articles), the working days for responding will be reduced to meet the requirements imposed by the grant conditions and delivery timeframe.*
- 8.9.5 *Any dispute over grant expenditure will be considered and determined by the Joint Executive Group.*
- 8.9.6 *To support a fully auditable trail and compliance with grant term and conditions the Home Authorities' Chief Education Officers at the next available meeting are required to formally minute the approval with any comments or non-approval and the reasons minuted. In addition each grant will require the signature of each chief education officer or person with the nominated delegated powers through their constitutional agreement within their local authority.*
- 8.9.7 *Following agreement to proceed pursuant to Clause 8.9.3 or 8.9.4, details of the grant along with delivery and expected outcome will be presented for information at the next available meeting of the Joint Education Group.*
- 8.9.8 *To support and enable the work of the Banker Authority a full audit trail of the approved delivery, expected outcomes, minutes*

of the Home Authorities' Chief Education Officers meeting and the signature of each officer or member with delegated powers will be passed to the Banker Authority.

8.9.9 *On receipt of this information the Banker Authority will respond to the grant provider with 5 working days with all required signatures to enable the grant to proceed.*

8.9.10 *If approval by the Home Authorities' Chief Education Officers of a grant is made with any comment for further information or clarification around the spending plan, the Managing Director will communicate this required information or alterations to the spending plan by email. If after 5 working days the Home Authorities' Chief Education Officers have not respond then the Chief Education Officers shall be deemed to have approved the grant plan and signatures through delegated powers to the approval sought.*

8.9.11 *There will be instances where approved use of grant plans will need to be amended to facilitate and achieve the desired outcomes. To enable the Company to react to the situation, the Managing Director or Company Secretary has the authority to approve individual virements up to –*

8.9.11.1 *£50,000 if the changes have no impact on the agreed delivery outcomes.*

8.9.11.2 *£15,000 if the changes have an impact on the delivery outcomes*

Amounts in excess of the figures will follow the procedures set out in Clause 8.9.2 to Clause 8.9.4 with the response amended to 5 working days. Electronic responses will be forwarded to the Banker Authority and held on the grant file to support grant audit requirements.

3.7 A new clause shall be added to the CAMA as Clause 11A, reading as follows:

11A External Services

11A.1 *The Company may from time to time be approached by other organisations to provide education services. Subject to Clause 11A.3, in the event of such a request the Company must:*

11A.1.1 *refer the matter to the Joint Executive Group outlining:*

11A1.1.1 *the extent of the services requested, including the duration and time and effort required by the Company to deliver the requested services;*

11A.1.1.2 *the effect the provision of such services will have on the Company's ability to deliver Core Services, Bespoke Services and any Additional Services to the Homes Authorities;*

11A.1.1.3 *the reasons why the Company wishes to provide such services including any financial benefit the Company may incur and how the Homes Authorities will benefit from this;*

11A.1.1.4 *the risks involved in agreeing to provide such services; and*

11A.1.1.5 *any other information required by the Joint Executive Group.*

11A.2 *Where a matter has been referred to the Joint Executive Group pursuant to Clause 11A.1, the Company may only proceed with such a request if approved by the Joint Executive Group in accordance with Clause 5.12.*

11A.3 *The Homes Authorities hereby agree that where a request to provide education services to organisations other than the Homes Authorities and such request equates to a contract worth:*

11A.3.1 *£50,000 and it will have no impact on agreed delivery outcomes; or*

11A3.2 *£15,000 and will have an impact on agreed delivery outcomes;*

the Company may proceed with such a request provided it notifies the Joint Executive Group at the next meeting and provides the information listed in 11A.1.1.1-11A.1.15.

4 OTHER CHANGES TO THE CAMA

4.1 Clause 5.1.2 shall be amended by:

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- 4.1.1 deleting the word '*approving*'; and
- 4.1.2 inserting the word '*challenging*'.
- 4.2 Clause 5.1.6 shall be amended by:
 - 4.2.1 deleting 'Academic Year' at the end of the clause; and
 - 4.2.2 inserting 'Financial Year' at the end of the clause.
- 4.3 A new clause shall be added to the CAMA as Clause 5.3A, reading as follows:

5.3A The Home Authorities agree that up to one (1) expert Diocese from the South East region shall also be entitled to attend at and participate in meetings of the Joint Executive Group. Such person shall have no rights to vote at the Joint Executive Group.

5 AUDIT COMMITTEE

- 5.1 The Home Authorities and the Company agree that there shall be a committee of the EAS Board which shall be known as the Audit Committee
- 5.2 The composition and terms of reference of the Audit Committee shall be as decided by the EAS Board from time to time, with the approval of the Joint Executive Group.
- 5.3 Nothing in this Agreement or in the terms of reference of the Audit Committee shall be construed as empowering the EAS Board to delegate anything to the Audit Committee in contravention of Article 13.4.

SCHEDULE 1

Schedule 2 Funding

1. Funding of the Company

1.1 Funding for the Company will be provided to the Company by each of the Home Authorities as follows.

1.2 Core Local Authority Funding (excluding Governors Support)

1.2 The Business Plan for each Financial Year shall describe the Core Services to be delivered by the Company.

1.2 Each year, the company secretary will identify, in collective consultation with Home Authorities Directors' of Education, the estimated cost of the Core Services required from each of the Home Authorities to fund the Business Plan by 31st January in the preceding Financial Year.

1.2.1 The Core Service funding (excluding the Governor Support element) required from each Home Authority will be based on the national agreement as referenced in the Welsh Government "National Model for Regional Working" (most up to date version).

1.2.2 The Company will issue a VAT invoice to each Home Authority for the estimated Core Services funding required by each Home Authority for the quarter, in advance on the first calendar day of each quarter or the next available working day 1st April, 1st July, 1st October and 1st January.

1.2.3 Each Home Authority will pay their invoice within 30 days of the invoice date.

1.2.4 At the end of each Financial Year and before the 15th May, the Company will calculate the total actual charge for delivering the Core Services to the Home Authorities for the preceding Financial Year.

1.2.4.1 In the event of the total actual cost of the Core Services for the preceding Financial Year being (i) less than the total estimated cost of Core Services and (ii) up to 5% less than the total estimated Core Services funding required for that year, then the Company will retain in order to reinvest into future service delivery. These monies will be set aside within the Company and any usage thereof must be approved by the EAS Board.

1.2.4.2 In the event of the total actual cost of Core Services for the preceding Financial Year being (i) less than the total estimated cost of Core Services and (ii) above 5% of the total estimated Core Service funding required for that year, then the Company will issue a credit note to each Home Authority, for the amount in excess of 5%, calculated in the same proportion as the estimated costs of Core Services for each Home Authority. A refund will be issued to each Home Authority with 30 days of the date of the credit note.

1.2.4.3 In the event that (i) the total actual costs of Core Services exceed the total estimated costs of Core Services and (ii) this overspend has been approved by the appropriate delegated powers within each Home Authority, the Company will issue an invoice to each Home Authority for their share plus VAT (calculated in the same proportion as the estimated costs of Core Services for each Home Authority). Each Home Authority will pay their invoice within 30 days of the date of the invoice.

1.2.4.4 In the event that (i) the total actual cost of the Core Services exceeds the estimated cost of the Core Service and (ii) this overspend has not been approved by the appropriate delegated powers within each Home Authority, then the Company will notify the appropriate delegated powers within each Home Authority and issue a VAT invoice to each Home Authority for their share (calculated in the same proportion as the estimated charge per Home Authority). The Company will then issue credit notes to each Home Authority over an agreed period for the same amount, in order to reduce the Core Service charge for an agreed period to repay the loan.

1.3 Core Local Authority Funding (Governors Support)

1.3.1 Additionally, the Company Secretary will agree with each Home Authority the annual charge required for the governors support element of the Core Service as contained within the approved Business Plan by 31st January. The Company will issue a VAT invoice on 1st April for 50% of the costs and the remaining on 1st October to each Home Authority. Each Home Authority will pay their invoice within 30 days of receipt.

1.4 Grant Funding

1.4.1 To the extent that grant income is provided to the Home Authorities to provide Grant Funded Services , the Company will issue a VAT invoice to the Banker Authority for the region for the services provided monthly in arrears. The Banker Authority will pay the invoice within 30 days from the regional grant budget.

1.4.2 To the extent that any other grant income is provided to the Home Authorities as an individual grant and used to fund services provided by the Company, the Company will issue a VAT invoice to the relevant Home Authority for the services provided monthly in arrears. The Home Authority will pay the invoice within 30 days from the regional grant budget.

SIGNED BY the duly Authorised Representatives of the Parties on the date stated at the beginning of this Agreement

THE COMMON SEAL of
BLAENAU GWENT COUNTY BOROUGH COUNCIL

was hereunto affixed in the)

presence of:)

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Authorised Officer

THE COMMON SEAL of
CAERPHILLY COUNTY BOROUGH COUNCIL

was hereunto affixed in the)

presence of:)

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Authorised Officer

THE COMMON SEAL of
MONMOUTHSHIRE COUNTY COUNCIL

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Authorised Officer

THE COMMON SEAL of
NEWPORT CITY COUNCIL

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THE COMMON SEAL of
TORFAEN COUNTY BOROUGH COUNCIL

was hereunto affixed in the)
presence of:)

.....
Authorised Officer

Signed for and on behalf of)

SOUTH EAST WALES)

EDUCATION ACHIEVEMENT) **Signature**

SERVICE)

by a duly authorised)

representative)

Name

.....

Position

Appendix 2

Dated

2013

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL
 - (2) CAERPHILLY COUNTY BOROUGH COUNCIL
 - (3) MONMOUTHSHIRE COUNTY BOROUGH COUNCIL
 - (4) NEWPORT CITY COUNCIL
 - (5) TORFAEN COUNTY BOROUGH COUNCIL
 - (6) SOUTH EAST WALES EDUCATION ACHIEVEMENT SERVICE
-

South East Wales Education Achievement Service Collaboration and Members Agreement

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Appendix 1 Admissions Agreement

THIS AGREEMENT is made the _____ day of _____ 2013

BETWEEN:

- (1) BLAENAU GWENT COUNTY BOROUGH COUNCIL of Municipal Offices, Civic Centre, Ebbw Vales, NP23 6XB
- (2) CAERPHILLY COUNTY BOROUGH COUNCIL of Penallta House, Tredomen Park, Ystrad Mynach, CF82 7PG
- (3) MONMOUTHSHIRE COUNTY BOROUGH COUNCIL of PO Box 106 Caldicot NP26 9AN
- (4) NEWPORT CITY COUNCIL of Newport Civic Centre, Godfrey Road, Newport, 20 4UR
- (5) TORFAEN COUNTY BOROUGH COUNCIL of Civic Centre, Pontypool, NP4 6YB

each a "**Home Authority**"; and

- (6) SOUTH EAST WALES EDUCATION ACHIEVEMENT SERVICE a company registered in England and Wales with company number 8155408 and whose a registered office is at Newport City Council, Newport Civic Centre, Godfrey Road, Newport, NP20 4UR (the "**Company**");

and together the "**Parties**".

BACKGROUND:

- (A) The Home Authorities have established a company limited by guarantee for the purpose of collaborating in order to improve the standard of education in the South East Wales region through the Company supplying certain services to the Home Authorities.
- (B) This Agreement governs the relationship between the Home Authorities and each other in respect of the collaboration between them and the governance of the Company.

OPERATIVE PROVISIONS

INTERPRETATION

In this Agreement the following expressions shall have the following meanings unless inconsistent with the context:

- **“Academic Year”** • means 1 September to 31 August during which the Company shall provide Commissioned Services to each Home Authority;
- **“Acquired Staff”** • means those persons who, on and/or immediately prior to the Commencement Date, are wholly or mainly engaged or assigned to carrying out the Services for or on behalf of each Home Authority and whose contracts of employment will therefore transfer to the Company as at the Commencement Date;
- **“Additional Services”** • is defined in the Commissioning Agreement
- **“Admission Agreement”** means the agreement to be entered into in accordance with Regulation 6 of the Local Government Pension Scheme (Administration) Regulations 2008, (as amended), by Torfaen County Borough Council, the Home Authorities and the Company, as appropriate;
- **“Agreement”** means this agreement together with all Schedules;
- **“Appropriate Pension Provision”** means either:
 - (i) membership, continued membership or continued eligibility for membership of the pension scheme of which the Acquired Staff were members, or were eligible to be members, or were in a waiting period to become a member of, prior to the Commencement Date; or
 - (2) membership of a pension scheme, which is certified by the Government Actuary's Department (GAD) as being broadly comparable to the terms of that scheme;

- **“Articles”** • the articles of association of the Company (as may be amended from time to time);
- **“Authorised Representative”** • means the person(s) authorised to sign amendments to this Agreement on behalf of the respective Parties;
- **"Banker Authority"** • means the Home Authority providing support provider services to the Company pursuant to a separate contract;
- **“Beneficiaries”** • means the schools, head teachers, teachers, governors, parents or children who are in receipt of (or are eligible of being in receipt of) Commissioned Services delivered by the Company; **“Beneficiary”** shall be construed accordingly;
- **"Bespoke Services"** • is as defined in the Commissioning Agreement;
- **“Budget”** • the budget approved for the Company from time to time;
- **“Business Day(s)”** • any day(s) other than a Saturday or Sunday or a public or bank holiday in England and Wales;
- **“Business”** • the business of the Company;
- **“Business Plan”** • the business plan approved for the Company from time to time;
- **“Commencement Date”** • means the 1 September 2012;
- **“Commissioned Services”** • means the services to be delivered to each Home Authority as defined in each Home Authority’s Commissioning Agreement;
- **“Commissioning Agreement”** • means the agreement to be entered into by each Home Authority with the Company, a template of which is found in Schedule 4 (Commissioning);

- **“Collaboration Services”** • means the services delivered by the Company to the Home Authorities in accordance with Clause 0;
- **“Company”** • means South East Wales Education Achievement Service a company registered in England and Wales with company number 8155408 and whose registered office is at Newport City Council, Newport Civic Centre, Godfrey Road, Newport, NP20 4UR;
- **“Company Account”** • the bank account to be opened by the EAS Board on behalf of the Company pursuant to Clause 0;
- **“Company Director”** • A person responsible for the operation of the Company and appointed pursuant to Article 11 of the Articles;
- **“Confidential Information”** • all information in respect of this Agreement, the Company established by this Agreement, the Parties’ businesses or affairs including, without prejudice to the generality of the foregoing, any and all Management Information; ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; computer systems and software; Services, including but not limited to know-how or other matters connected with the Services marketed, provided or obtained by the Parties and information concerning the Parties’ relationships with Beneficiaries and the needs and requirements of the Parties and of such persons;
- **"Core Services"** • is defined in the Commissioning Agreement;
- **“EAS Board”** • the Company’s Board formed pursuant to Article 11 of the Articles and which shall operate to manage and direct the Company;
- **“Fair Deal”** means:

(1) *“Staff transfers from central government: a fair deal for staff pensions”, Guidance to Departments and Agencies, HM Treasury, 1999 (re-published in 2000 as an*

appendix to the Cabinet Office Statement of Practice entitled “Staff Transfers in the Public Sector”); and

- (2) “Fair Deal for staff pensions: procurement of bulk transfer agreements and related issues”, Guidance Note by HM Treasury, 2004;
- **“Financial Year”** • means a financial accounting period of 12 months ending on the 31st March each year save that the first accounting period shall run from the 1 September 2012 to the 31 March 2014;
- **"Future Company"** • means any person, company, firm or organisation who, at a future time, provides, in succession to the Company, services to the Home Authorities or any of them which are the same or similar to some or all of the Services provided by the Company under or contemplated in this Agreement and includes any person, company, firm or organisation engaged to replace the Company;
- **“Funding”** • the aggregate amount payable by each of Home Authority in accordance with the provisions of Clause 0 and Schedule 2 (Funding);
- **"Grant Funded Services"** • means the services as specified in the relevant education grant funding conditions to be delivered by the Company to all or any of the Home Authorities as agreed and authorised in accordance with Clause 8.9;
- **“Home Authority”** • means either Blaenau Gwent County Borough Council, Caerphilly County Borough Council, Monmouthshire County Borough Council, Newport City Council or Torfaen County Borough Council; and **“Home Authorities”** shall be construed accordingly;
- **“Initial Term”** • means the period which starts on the Commencement Date and which expires on 31st August 2016;

- “Implementation Grant”**

 - means the grant of one million pounds sterling (£1,000,000) paid to Newport City Council by Welsh Ministers to meet the implementation costs of the Company;

- “Joint Executive Group”**

 - the joint group to be set up in accordance with Clause 0;

- “Law”**

 - means (i) any Act of Parliament or Act or Measure of the Assembly, applicable statute or proclamation or any delegated or subordinate legislation; (ii) any enforceable right within the meaning of section 2(1) European Communities Act 1972; (iii) the Guidance; and (iv) the Common Law; in each case to the extent that it is in force in Wales;

- “LGPS”**

means the Local Government Pension Scheme governed by the LGPS Regulations and the Greater Gwent (Torfaen) Pension Fund within the LGPS in which each Home Authority participates on the Commencement Date;

- “LGPS Regulations”**

means:

 - (a) the Local Government Pension Scheme (Administration) Regulations 2008 (SI 2008/239); and
 - (b) the Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007 (SI 2007/1166) (as amended); and
 - (c) the Local Government Pension Scheme (Transitional Provisions) Regulations 2008 (SI 2008/238); and
 - (d) the Local Government Pension Scheme Regulations 1997 (SI 1997/1612);

as amended from time to time;

- “Managing Director”**

the person appointed in accordance with Clause 7 who shall be responsible to the EAS Board for the day to day operations of the Company but does not have a vote;

- **“Management Information”**
 - information relating to the Company, including, but not limited to a) total spend; b) forecast spend; or any other information considered appropriate by the Home Authorities from time to time;
- **“Objectives”**
 - means the objectives set by the Home Authorities from time to time in relation to the improvement in standards which the Home Authorities intend to achieve in the South East Wales region;
- **“Participating Authority”**
 - means a Home Authority in its capacity as a member of the Company;
- **“Participating Authority’s Representative”**
 - means a representative of a Participating Authority, appointed pursuant to Article 7.4 of the Articles;
- **“Performance Review Proforma”**
 - means the proforma each Home Authority shall provide to the Company pursuant to the Commissioning Agreement for the purposes of reviewing the Company’s performance against certain benchmarks including (without limitation) the Objectives; such proforma to be agreed by the Joint Executive Group;
- **“Reserved Matters”**
 - matters reserved for approval as set out in Schedule 1 (Matters Reserved for Home Authorities’ Unanimous Approval) that require unanimous written approval from the Participating Authorities;
- **“Secretariat Services”**
 - means the business support services provided by the Home Authority pursuant to Clause 0 which shall include (without limitation) the provision of meeting room facilities; organising meetings; and the preparation of the agenda and supporting documents and minutes for all meetings of the Joint Executive Group;
- **“Services”**
 - means the Collaboration Services and Commissioned Services;

- **“Service Transfer”** • has its meaning set out in Clause 0;
- **“Staff”** • means all persons employed, assigned or engaged by the Company (whether as a an employee or worker) together with the Company’s servants, agents, suppliers, consultants and sub-contractors (or otherwise) and used in the performance of its obligations under this Agreement;
- **“TPS”** • means the Teachers' Pension Scheme regulated and administered under the Teachers' Pensions Regulations 2010, as amended;
- **“Transferring Employee”** • means any member of Staff who is assigned to the relevant part of the Services (or services equivalent to the Services) being transferred immediately before a Service Transfer and, who as a consequence of TUPE, may transfer or will transfer to a Future Company or to any of the Home Authorities; and
- **“Withdrawal Adjustment Payment”** • means the payment made by a Home Authority pursuant to Clause 14.1, such sum to the calculated in accordance with Schedule 5 (Consequences of Withdrawal and Termination).
- •

Any reference to a statute or statutory provision shall be construed as a reference to the same as from time to time amended, modified, extended, re-enacted consolidated, or replaced provided that amendments, consolidation, modifications, extensions, re-enactments or replacements made after the date of this Agreement shall not have substantively changed the relevant provision.

The headings to the Clauses and Schedules of this Agreement are for convenience only and shall not affect its construction or interpretation.

In this Agreement the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.

The expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.

Any obligations on a Party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted.

References to “consent” or words to similar effect mean a consent given in advance in writing signed by or on behalf of the Party whose consent is to be given.

COMMENCEMENT AND TERM

This Agreement shall be deemed to have commenced on the Commencement Date and shall continue until terminated in accordance with the provisions of Clause 0.

OBLIGATION TO COLLABORATE

The Home Authorities will work closely together in good faith and in the spirit of collaboration in relation to all aspects of this Agreement with a view to achieving improvement in schools throughout the region.

PRELIMINARY ACTIVITIES

Newport City Council will use the Implementation Grant in accordance with Welsh Ministers’ grant conditions unless otherwise agreed in advance and in writing by the Home Authorities and Welsh Ministers.

Newport City Council shall provide the other Home Authorities with a copy of the Welsh Government grant conditions referred to in Clause 4.1 and shall provide such details as the other Home Authorities may require for the purposes of demonstrating how the Implementation Grant was spent.

JOINT EXECUTIVE GROUP

There shall be a Joint Executive Group which shall be responsible for:

approving the Business Plan for each Financial Year;

challenging the annual Budget for each Financial Year;

approving the Company’s Objectives;

approving the Company’s priorities for each Financial Year;

agreeing the Performance Review Proforma;

agreeing the Commissioned Services to be provided to each Home Authority by the Company for each Financial Year; and

setting and monitoring the Company's performance against the Objectives.

The Joint Executive Group shall agree on or before 26th September 2012

each Home Authority's funding contribution for the first Financial Year as set out in the Schedule 2 (Funding);

the charging model which determines each Home Authority's future obligation to provide funding to the Company set out in Schedule 2 (Funding);

Objectives for the period from the Commencement Date to 1 September 2015 and set out in Schedule 6 (Objectives);

the Commission Services standards as set out in Schedule 4 of the Commissioning Agreement; and

agreeing the Commissioned Services to be provided to each Home Authority in the first Financial Year by the Company.

Each Home Authority shall, by written notice to the secretariat nominated pursuant to Clause 0, appoint (i) a Cabinet Member responsible for Education and (ii) the Director of Education to be members of the Joint Executive Group.

5.3A The Home Authorities agree that up to one (1) expert Diocese from the South East region shall also be entitled to attend at and participate in meetings of the Joint Executive Group. Such person shall have no rights to vote at the Joint Executive Group.

Any member of the Joint Executive Group may appoint an alternate to attend meetings in his or her place. Prior to the commencement of any Financial Year each Home Authority shall, by written notice to the secretariat nominated pursuant to Clause 0, nominate its alternate.

The members of the Joint Executive Group shall appoint one member to be the Chair of the Joint Executive Group for a period of 24 months from the date of appointment. The appointment of chair shall rotate in the following order, and such rotation to start from the point agreed at the first meeting of the Joint Executive Group:

Blaenau Gwent County Borough Council

Caerphilly County Borough Council

Monmouthshire County Borough Council

Newport City County

Torfaen County Borough Council

The Home Authority of the person appointed as Chair pursuant to Clause 0 above shall also act as secretariat to the Joint Executive Group and shall deliver such Secretariat Services at no charge to the Home Authorities.

If the Chair is absent or unable or unwilling to preside at a meeting of the Joint Executive Group, the members present may appoint another member to chair the meeting.

The Joint Executive Group may regulate their proceedings on such terms as they think fit provided the Joint Executive Group meet at least four times in any Financial Year.

The quorum for meetings of the Joint Executive Group shall be three (3) Cabinet Members responsible for Education. No business shall be transacted at any meeting of the Joint Executive Group unless a quorum is present.

If no quorum is present within half an hour of the time for which the meeting was called, the meeting shall be cancelled. If a quorum ceases to be present at any time during the meeting, the meeting shall be adjourned.

Each member of the Joint Executive Group (or his or her alternate) shall have one vote.

Subject to Clause 0 decisions at Joint Executive Group meetings shall only be carried where (1) there is a simple majority of votes in favour and (2) at least three Cabinet Members responsible for Education appointed under Clause 0 or their alternates vote in favour.

Decisions in relation to the matters identified in Clause 0 shall require the unanimous decision of the Joint Executive Group.

THE COMPANY

On, or before, the Commencement Date the Home Authorities shall each nominate a Company Director to the EAS Board.

The EAS Board shall have a meeting, no later than 30 days from the Commencement Date, and appoint the Managing Director.

Each Home Authority shall appoint a representative to attend the General Meetings of the Company in accordance with Article 7.4 of the Articles.

[Type here]

Each Home Authority shall also have the right to appoint a Company Director to the EAS Board in accordance with Article 11.1 of the Articles.

The EAS Board will manage the Business in accordance with the Business Plans and the Budget approved by the Joint Executive Group pursuant to Clause 0.

Subject to Clause 0 the EAS Board shall manage the Company in accordance with the powers set out in the Articles.

Notwithstanding Article 10.4 of the Articles no decisions or actions relating to matters identified as Reserved Matters as defined in Schedule 1 (Matters Reserved for Home Authorities' Approval) shall be taken by the EAS Board without unanimous resolution of the Participating Authorities.

MANAGING DIRECTOR

The Managing Director shall manage all aspects of the Company on a day to day basis as directed by the EAS Board.

The Company shall bear the costs of employment of the Managing Director through the funding provisions set out in Schedule 2 (Funding), provided those costs are properly incurred and his or her emoluments have been approved by the EAS Board.

Subject to the unanimous resolution of the Participating Authorities required pursuant to Clause 0 the EAS Board may replace or dispose of the role of Managing Director.

The Managing Director does not have authority to vary this Agreement or to approve or consent to any matter requiring consent of the Home Authorities.

The Managing Director shall attend as an observer to the meetings of the Joint Executive Group when invited to attend by the Chair of the Joint Executive Group.

FUNDING AND BUSINESS PLAN

The Company shall be funded in accordance with the provisions of Schedule 2 (Funding).

Each Home Authority shall pay its contribution to the Company as identified in Schedule 2 (Funding) quarterly in advance.

In the event any Home Authority does not make any payment due to the Company by the due date the Home Authority shall pay interest on the amount overdue for a period in excess of 30 days at a rate of 2% per annum above the annual base rate of the Lloyds Bank or the base rate of the Company's current banker, if different.

The Company shall provide the Joint Executive Group with the financial information identified in Clause 0 and any other information as the Joint Executive Group may require from time to time to verify how the Company is performing against Budget. Any additional funding required to fulfil the Company operations shall be considered by the Joint Executive Group and shall be shared between the Home Authorities in proportion to the contribution made by each Home Authority in the year ending on 5th April before the deficit arises.

The Business Plan is an annual business plan for the Company. The Business Plan shall include in relation to the Financial Year to which it relates:

- (a) deleted
- (b) deleted
- (c) an operating budget (including capital expenditure requirements) and balance sheet forecast;
- (d) a management report giving business objectives for the year;
- (e) a financial report which shall include an analysis of the results of the Company for the previous Financial Year compared with the Business Plan for that Financial Year, identifying variations in expenditure, revenues, costs and other material items; and
- (f) any other matter required by the Joint Executive Group,

unless otherwise agreed in writing by the Parties.

8.5A The Business Plan for each Financial Year shall describe the Core Services to be delivered by the Company in that Financial Year and shall have appended to it 5 appendices, one in respect of each Home Authority, which shall set out the Bespoke Services (as defined in the Commissioning Agreement) delivered to each Home Authority that will be resourced by the Company.

The Business Plan for the Financial Year in which the Company is formed shall be in agreed form and adopted by Joint Executive Group in accordance with Clause 0.

The Business Plan for each Financial Year from and including [] shall be dealt with as follows:

[Type here]

- a) the Business Plan will be prepared by the Managing Director and referred to the Joint Executive Group for comment at least 45 Calendar Days before the end of the preceding Financial Year.
- b) The Joint Executive Group shall within 15 Calendar Days present its comments on the Business Plan in writing to the Managing Director. If the Joint Executive Group has not done so within that time, then the Joint Executive Group shall be deemed not to have any comments to make on the Business Plan.
- c) Within 15 Calendar Days of the dates comments were due to be received from the Joint Executive Group, the Business Plan together with the comments (if any) of the Joint Executive Group shall be presented to the EAS Board and adopted (as amended by the EAS Board), taking account of such comments (if any).
- d) once adopted by the EAS Board, the Business Plan will be submitted to each Home Authority for consideration and approval by that Home Authority. Each Home Authority shall notify its approval or disapproval within 15 Calendar Days, failing which such Home Authority shall be deemed to have approved the Business Plan. No Home Authority shall unreasonably withhold or refuse its approval.

If any Home Authority wishes to procure Additional Services such Home Authority and the Company may agree the terms on which such Additional Services shall be delivered in accordance with the procedure set out in Clause 5 of the Commissioning Agreement. Such agreement shall not impact on the delivery of the Core Services or the Bespoke Services. Such agreement shall not require the approval of the Joint Executive Group or of any other Home Authority, but shall be communicated to the Joint Executive Group where the cumulative value of the services rendered to any one Home Authority in any Financial Year exceeds £10,000 (ten thousand pounds).

Any education grant funding made available to the region to provide Grant Funded Services requires each Home Authority's Chief Education Officer to formally approve the commissioning of such work in accordance with the following procedure:

On receipt of a regional grant offer for education purposes, the Company in line with internal planning processes will evaluate the grant offer to ensure it is compliant with current priorities and offers added benefits to outcomes for learners without adversely affecting the Company's ability to deliver Commissioned Services.

If 8.9.1 is approved, a plan for the use of such grant funding shall be prepared by the Managing Director and communicated electronically to:

[Type here]

each Home Authority's Chief Education Officers for approval; and
the nominated SEWC Finance Officer for each Home Authority.

Each Home Authority's Chief Education Officer following the approval request will confirm their decision having followed their internal constitutional requirements.

If after 10 working days there has been no response from any or all of the Home Authorities' Chief Education Officers then the grant plan shall be deemed to have been approved. In exceptional cases, and only with prior agreement from the Lead Chief Education Officer (appointed pursuant to the Articles), the working days for responding will be reduced to meet the requirements imposed by the grant conditions and delivery timeframe.

Any dispute over grant expenditure will be considered and determined by the Joint Executive Group.

To support a fully auditable trail and compliance with grant term and conditions the Home Authorities' Chief Education Officers at the next available meeting are required to formally minute the approval with any comments or non-approval and the reasons minuted. In addition each grant will require the signature of each chief education officer or person with the nominated delegated powers through their constitutional agreement within their local authority.

Following agreement to proceed pursuant to Clause 8.9.3 or 8.9.4, details of the grant along with delivery and expected outcome will be presented for information at the next available meeting of the Joint Education Group.

To support and enable the work of the Banker Authority a full audit trail of the approved delivery, expected outcomes, minutes of the Home Authorities' Chief Education Officers meeting and the signature of each officer or member with delegated powers will be passed to the Banker Authority.

On receipt of this information the Banker Authority will respond to the grant provider with 5 working days with all required signatures to enable the grant to proceed.

If approval by the Home Authorities' Chief Education Officers of a grant is made with any comment for further information or clarification around the spending plan, the Managing Director will communicate this required information or

alterations to the spending plan by email. If after 5 working days the Home Authorities' Chief Education Officers have not respond then the Chief Education Officers shall be deemed to have approved the grant plan and signatures through delegated powers to the approval sought.

There will be instances where approved use of grant plans will need to be amended to facilitate and achieve the desired outcomes. To enable the Company to react to the situation, the Managing Director or Company Secretary has the authority to approve individual virements up to –

£50,000 if the changes have no impact on the agreed delivery outcomes.

£15,000 if the changes have an impact on the delivery outcomes

Amounts in excess of the figures above will follow the procedures set out in Clause 8.9.2 to Clause 8.9.4 with the response amended to 5 working days. Electronic responses will be forwarded to the Banker Authority and held on the grant file to support grant audit requirements.

COMPANY ACCOUNTS AND FINANCIAL INFORMATION

The Company shall within 30 days of the Commencement Date open an appropriate bank account in its name for the receipt and management of any funds that may be provided by the Home Authorities or otherwise received by it. The Company shall not open any other bank account without the unanimous approval of the Home Authority.

The Company Account shall be kept open until the termination of this Agreement and the subsequent distribution of the funds in the Company Account in accordance with the Articles.

The Company shall within 30 days (but in any event no later than 3 months) from the Commencement Date, inform HM Revenue & Customs that it is active and take such steps as is necessary to register for such taxes are applicable to it including, without limitation, Corporation Tax, Value-Added Tax, Pay as you Earn and National Insurance.

The Company shall at all times maintain accurate and complete accounting and other financial records including all tax computations and related documents and correspondence with HM Revenue & Customs in accordance with the requirements of all applicable laws and generally accepted accounting principles applicable in the United Kingdom.

Each Home Authority and its Authorised Representatives shall be allowed access at all reasonable times to examine the books and records of the Company and to discuss the Company's affairs with its directors and senior management.

The Company shall supply each Home Authority with the financial information necessary to keep each Home Authority informed about how effectively the Company is performing and in particular shall supply each Home Authority with:

- (a) a copy of each year's Business Plan for approval in accordance with Clause 0;
- (b) a copy of the audited accounts of the Company prepared in accordance with the laws applicable in and the accounting standards, principles and practices generally accepted in the United Kingdom, within 3 months of the end of the year to which the audited accounts relate; and
- (c) management accounts of the Company prior to each EAS Board meeting or at any such interval requested and that contain other such information that the Home Authority shall reasonably require.

Each Home Authority shall be entitled to require the Company, and the Company shall as soon as possible comply with such a request, to provide any documents, information and correspondence necessary (at the cost of the Home Authority making the request) to enable the relevant Home Authority to comply with filing, elections, returns or any other requirements of HM Revenue & Customs or of any other revenue or tax authority.

COLLABORATION SERVICES

The Company shall provide the Home Authorities with additional ad-hoc services as the Home Authorities may require including (but not limited to) strategic advice.

The Joint Executive Group may issue a request for Collaboration Services by notice in writing to the Company giving details of the proposed services required and a proposed timetable for implementation.

The Company shall, within 14 days of receiving the request for Collaboration Services prepare a draft response (“**Response**”) in respect of the request which will set out the resource requirements, proposed charges and comments on the proposed timetable and any such additional detail as the Joint Executive Group may require.

The Joint Executive Group will consider the Response and will notify the Company in writing within 21 days of its receipt of whether it wishes:

[Type here]

to request the Company to proceed with Collaboration Services in accordance with the Response (together with any amendments as may be agreed between the Parties); or

not to proceed with the Collaboration Services Request.

The Company shall only proceed to deliver the Collaboration Services where the Joint Executive Group gives written notice in accordance with Clause 0. The Company shall deliver the Collaboration Services in accordance with the Response (together with any amendments as may be agreed between the Parties).

The charges for the Collaboration Services shall be shared equally between the Home Authorities. Unless otherwise agreed the Company shall invoice each Home Authority the pro rata charges for the Collaboration Services and each Home Authority shall pay the charges within 30 days of receipt of a valid invoice.

ACCOMMODATION

The provisions of Schedule 3 (Accommodation) shall apply.

11A EXTERNAL SERVICES

11A.1 The Company may from time to time be approached by other organisations to provide education services. Subject to Clause 11A.3, in the event of such a request the Company must:

11A.1.1 refer the matter to the Joint Executive Group outlining:

11A.1.1.1 the extent of the services requested, including the duration and time and effort required by the Company to deliver the requested services;

11A.1.1.2 the effect the provision of such services will have on the Company's ability to deliver Core Services, Bespoke Services and any Additional Services to the Homes Authorities;

11A.1.1.3 the reasons why the Company wishes to provide such services including any financial benefit the Company may incur and how the Homes Authorities will benefit from this;

11A.1.1.4 the risks involved in agreeing to provide such services; and

- 11A.1.1.5 any other information required by the Joint Executive Group.
- 11A.2 Where a matter has been referred to the Joint Executive Group pursuant to Clause 11A.1, the Company may only proceed with such a request if approved by the Joint Executive Group in accordance with Clause 5.12.
- 11A.3 The Homes Authorities hereby agree that where a request to provide education services to organisations other than the Homes Authorities and such request equates to a contract worth:
- 11A.3.1 £50,000 and it will have no impact on agreed delivery outcomes; or
- 11A3.2 £15,000 and will have an impact on agreed delivery outcomes;
- the Company may proceed with such a request provided it notifies the Joint Executive Group at the next meeting and provides the information listed in 11A.1.1.1-11A.1.15.

COMMISSIONING

The Home Authorities shall each enter into a Commissioning Agreement with the Company in relation to the Commissioned Services.

In accordance with Clause 5.2.5, the Joint Executive Group shall agree the Commissioned Services to be provided to each Home Authority in the first Financial Year of the Company.

Within 30 days of the end of the preceding Financial Year the Joint Executive Group shall agree the nature and volume of the Commissioned Services to be delivered by the Company to each Home Authority for the for the next Academic Year.

Subject always to Clause 12.3, each Home Authority shall notify the Company of the nature and volume of the Commissioned Services to be delivered by the Company to the Home Authority in accordance with Clause 4.2 of the Commissioning Agreement.

Each Home Authority shall notify the Joint Executive Group of any dispute between the Company and a Home Authority where the procedure set out in Clause 0 (Dispute Resolution Procedure) of the Commissioning Agreement has been invoked. The Home

Authority shall give the Joint Executive Group a summary of the dispute and the resulting outcome.

COMPANY WARRANTIES AND LIABILITIES OF THE PARTIES

The Company warrants that it will supply the Services with such skill, diligence, prudence, foresight and judgement as would be expected from a skilled and experienced person engaged in (a) the same type of undertaking; and (as a separate warranty) (b) delivering services of a similar specification to the Services.

Nothing in this Agreement shall limit any of the Parties' liability for death or personal injury resulting from the negligence of that Party, its employees, agents or sub-contractors.

In no event shall any of the Parties be liable, directly or indirectly, to any of the other Parties for any amounts representing loss of profits, loss of business or indirect, special, exemplary, consequential or punitive damages arising from the performance or non-performance of or any acts or omissions associated therewith or related to this Agreement, whether the basis of the liability is breach of contract, tort (including negligence and strict liability), statutes or any other legal theory, except insofar as agreed herein.

The Company shall be liable for and shall indemnify the Home Authorities its officers servants employees sub-contractors and agents against any liability loss claim or proceedings whatsoever arising out of the breach or negligent performance or failure in performance by the Company of the terms of this Agreement.

To the extent that any loss or liability incurred by the Company is attributable to a breach of contract by, the negligence of, or other unlawful act or omission of a Home Authority, such Home Authority shall indemnify the Company and keep the Company indemnified accordingly.

WITHDRAWAL AND TERMINATION

A Home Authority may by written notice served on the other Home Authorities withdraw from this Agreement by giving no less than 24 months' written notice to the other Parties of its decision not to continue to fund to the Company such notice to expire on 31st August 2016 or any anniversary of that date and shall pay to the Company the Withdrawal Adjustment Payment.

If any Home Authority gives notice to terminate pursuant to Clause 0 above, this Agreement shall continue between the other Parties subject to such changes as are necessary.

The Home Authorities may unanimously agree to terminate this Agreement at any time.

If this Agreement is terminated for whatever reason or a Home Authority withdraws the provisions of Schedule 5 (Consequences of Withdrawal and Termination) shall apply.

Upon the termination of the Agreement pursuant to Clause 14.3, the Parties shall use their respective reasonable endeavours to deal with the orderly winding up of the Company as soon as reasonably practicable unless otherwise agreed by the Home Authorities.

The following Clauses shall survive the termination of this Agreement, howsoever arising: Clause 13 (Company Warranties and Liability of the Parties), Clause 24 (Dispute Resolution), Clause 25 (Confidentiality), Clause 29 (Notices), Clause 32 (Governing Law and Jurisdiction).

TRANSFER OF ACQUIRED STAFF TO THE COMPANY ON THE COMMENCEMENT DATE

The Home Authorities and the Company believe that, pursuant to TUPE, on the Commencement Date, the Company may become the employer of the Acquired Staff. In those circumstances, the Company shall engage all the Acquired Staff with effect from the Commencement Date on the same terms and conditions (including as to previous periods of continuous employment) whether or they are not legally enforceable, as those on which they were previously employed immediately prior to the Commencement Date and shall comply in all respects with the obligations imposed on a transferee by TUPE and Fair Deal in respect of the Acquired Staff.

Within twenty one (21) days of being so requested by the Company, the Home Authorities must provide and thereafter keep updated, in a fully indexed and catalogued format, all the employee liability information identified in Regulation 11 of TUPE, including in particular:

the names of the Acquired Staff, a breakdown of the work they carry out including details of the work they perform, the amount of time they spend carrying out the services and details of any other duties they carry out and the locations of such work;

their dates of birth, sex, salary, length of service, hours of work and rates and any other factors affecting redundancy entitlement, any specific terms applicable to those employees individually and any outstanding claims arising from their employment;

the general terms and conditions applicable to them; and

information of any disciplinary or grievance procedures taken by or against them within the previous two (2) years;

information of any Court or Tribunal case, claim or action brought by them against the Home Authorities within the last two (2) years and any information that the Home Authorities have reasonable grounds to believe that they may bring any Court or Tribunal case, claim or action against the company or a future company arising out of their employment with the Home Authorities;

details of whether they are employees, workers, self employed, contractors (including sub-contractors), or consultants, servants, supplies, agency workers or otherwise.

The Company shall indemnify the Home Authorities in full for and against all claims, costs expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Home Authorities including without limitation all legal expenses (on an indemnity basis) and other professional fees (together with any VAT thereon) in relation to or in connection with:

any failure by the Company to comply with its obligations pursuant to TUPE and Fair Deal in respect of the Acquired Staff; and

anything done or omitted to be done by the Company in respect of any of the Acquired Staff whether before, on or after the Commencement Date including but not limited to:

any action by any Acquired Staff as a result of any failure by the Company to provide benefits (including pension benefits) comparable to those provided prior to the Commencement Date;

any action by any Acquired Staff in relation to the termination, by the Company after the Commencement Date, of their employment;

any action by any Acquired Staff relating to the identity of their employer changing by the virtue of TUPE and/or this Agreement;
and/or

any action by any Acquired Staff in relation to a change or proposed change to the terms of his or her employment or working conditions as a result of any act or omission of the Company whether such claims arise before on or after the Commencement Date.

To the extent that any loss or liability incurred by the Company as a result of any claim or demand by any of the Acquired Staff (whether for unpaid remuneration, wrongful dismissal, redundancy unfair dismissal, loss of office, discrimination on any actionable ground or otherwise) is attributable to any act, fault or omission of a Home Authority at any time up to and including Commencement Date, such Home Authority shall indemnify the Company and keep the Company indemnified from and against all liabilities, obligations, costs, claims, demands, fines and expenses (including legal expenses on an indemnity basis). This indemnity shall not apply to any claim arising as a result of the cessation of the Acquired Staff's employment with the Home Authority as a result of the transfer to the Company as contemplated in this Agreement (whether or not TUPE does in fact apply) nor to any fault or omission of the Home Authority which arises directly from any act, fault or omission of the Company.

RE-TENDERING AND HANDOVER

On the termination or expiration of the Agreement (in part or otherwise), the identity of the provider of the Services (or any part of the Services) may change resulting in a transfer of the Services in whole or in part ("**Service Transfer**"). If a Service Transfer is a relevant transfer for the purposes of TUPE then, in such event, the Home Authorities or a Future Company may inherit liabilities in respect of the Transferring Employees.

Within twenty one (21) days of being so requested by the Home Authorities, the Company must provide and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Home Authorities to issue invitations to tender for the future provision of services equivalent to or all or part of the Services, including but not limited to all employee liability information identified in Regulation 11 of TUPE.

Where, in the opinion of the Home Authorities, TUPE is likely to apply on the termination or expiration of the Agreement, the information to be provided by the Company under Clause 16.2 must include, as applicable, accurate information relating to the Staff who would be likely to transfer to the Home Authorities or any Future Company under TUPE, including in particular:

the number of Staff who would be likely to transfer, including their names (to the extent lawful to provide the same), a breakdown of the work they carry out

including details of the work they perform, the amount of time they spend carrying out the Services and details of any other duties they carry out and the locations of such work;

their dates of birth, sex, salary, length of service, hours of work and rates, and any other factors affecting redundancy entitlement, any specific terms applicable to those employees individually and any outstanding claims arising from their employment;

the general terms and conditions applicable to them, including (where applicable) Home Authorities probationary periods, retirement age, retirement benefits, death benefits, periods of notice, current pay agreements and structures, special pay allowances, working hours, entitlement to annual leave, sick leave, maternity and special leave, injury benefit, redundancy rights, terms of mobility, any loan or leasing agreements, and any other relevant collective agreements, facility time arrangements, additional employment benefits and any other particulars of employment that an employer is obliged to give to an employee pursuant to Section 1 of the Employment Rights Act 1996;

information of any disciplinary or grievance procedure taken against or by them within the previous two (2) years;

information of any court or tribunal case, claim or action brought by them against the Company within the previous two (2) years and any information that the Company has reasonable grounds to believe that they may bring any court or tribunal case, claim or action against the Home Authorities or a Future Company arising out of their employment or engagement with the Company; and

details of whether they are employees, workers, self-employed, contractors (including sub-contractors) or consultants, servants, suppliers, agency workers or otherwise.

At least 14 days before the date of the Service Transfer, the Company shall prepare and provide to the Home Authorities and/or, at the direction of the Home Authorities, to the Future Company, the Company's final list of Staff in accordance with Clauses 0 and 0, which shall be complete and accurate in all material respects. The Company's final list of Staff shall identify which of the Staff named are Transferring Employees. The Home Authorities shall be permitted to use and disclose the final list of Staff provided under this Clause 0 for informing any tenderer or other Future Company.

At least 14 days before the date of the Service Transfer and in respect of each Transferring Employee identified in the Company's final Staff list, the Company shall provide to the Home Authorities or any Future Company their:

pay slip data for the most recent month;

cumulative pay for tax and pension purposes;

cumulative tax paid;

tax code;

voluntary deductions from pay; and

bank or building society account details for payroll purposes.

The Company must indemnify in full and keep indemnified the Home Authorities and/or any Future Company against any claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Home Authorities or any Future Company including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to any deficiency or inaccuracy in information, which the Company is required to provide under Clauses 16.2, 16.3 16.4 and 16.5.

The Company must co-operate fully with the Home Authorities and any Future Company during and following any re-procurement exercise in respect of services equivalent to all or part of the Services. This co-operation, during the setting up operations period of the Future Company, must extend to allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition without disruption to the routine operational requirements. On reasonable request by the Home Authorities, the Company shall supply to the Home Authorities or the Future Company with access to such employment records as the Home Authorities reasonably requests.

Within ten (10) Working Days of being so requested by the Home Authorities, the Company must transfer to the Home Authorities, or any person designated by the Home Authorities, free of charge, all data, recordings, documentation, planning and drawings held and utilised in the provision of the Services. The transfer must be made in a fully indexed and catalogued disk format to operate on a proprietary software package identical to that used by the Home Authorities.

TUPE

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The Company will be responsible for the payment of all salaries, benefits, bonuses, PAYE liabilities and pension contributions in accordance with (i) Fair Deal and (ii) Staff terms and conditions of employment or engagement (whether contractual or otherwise) in respect of the period during which Staff are employed or engaged by the Company.

The Company must indemnify in full and keep indemnified the Home Authorities (and, upon a Service Transfer, any Future Company) against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Home Authorities or any Future Company including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

any breach of Clause 17.1;

any act or omission by the Company on or before the date of the Service Transfer or any other matter, event or circumstances occurring before the date of the Service Transfer including (but not limited to) any breaches of the contract of employment, terms and conditions, any Law, obligations or policy applicable to, or any collective agreement in respect of any Transferring Employee;

any claims made by a Transferring Employee against the Home Authorities (or, upon a Service Transfer, a Future Company) at any time including (without limitation) any claims for breach of contract, Law, policy or any collective agreement relating to their employment or engagement, claims relating to pay, unfair dismissal, statutory or contractual redundancy pay, discrimination on the grounds of a “protected characteristic” as set out in the Equality Act 2010, equal pay, unlawful deductions, loss of earnings, industrial or personal injury or otherwise relating to their employment or engagement by the Company;

any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, pension contributions and otherwise) payable in respect of any period on or before the date of the Service Transfer;

any claim arising out of the provision of, or proposal by the Company to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the date of the Service Transfer;

any statement communicated to or action done by the Company or in respect of any Transferring Employee on or before the date of the Service Transfer regarding the Service Transfer which has not been agreed in advance with the Home Authorities in writing.

The Company shall also indemnify in full and keep indemnified the Home Authorities and, upon a Service Transfer, any Future Company in respect of any claims arising from any act or omission of the Company in relation to any other member of Staff or any other person at any time employed or engaged by the Company who is not a Transferring Employee during any period whether before, on or after the date of the Service Transfer.

Except with the prior written consent of the Home Authorities, the Company must not, after the Home Authorities have served notice of the termination of the Agreement or after the Company shall have otherwise become aware of the proposed termination of the Agreement or the provision by it of the Services:

materially increase the total number of Staff;

vary any terms and conditions of employment of any member of Staff or any policy or collective agreement applicable to any member of Staff then assigned by the Company to the provisions of the Services (provided always that this provision shall not affect the right of the Company to give effect to any pre-existing contractual obligation to any such person);

remove or replace any particular member of Staff so assigned (unless upon the resignation of such person in which case the Company must replace such person with another person of similar skills, qualifications and experience);

deploy any other person to perform the Services (or the relevant part) or increase the number of Staff or terminate or give notice to terminate the employment or contracts of member of Staff;

increase the proportion of working time spent on the Services (or the relevant part) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed with the Home Authorities; or

introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any Staff.

If the Company ceases to provide all or any of the Services (or services equivalent to the Services) and there is a Service Transfer which is a relevant transfer for the purposes

of TUPE, the Company agrees that subject to an employee's right to object pursuant to Regulation 4(7) of TUPE, the Company must:

use reasonable endeavours to ensure there is a smooth transition in respect of the transfer of any Transferring Employee and that any Transferring Employee can become an employee of the Future Company or the Home Authorities on the date of the Service Transfer;

without prejudice to the foregoing, in respect of the Service Transfer comply with its obligations to inform and consult pursuant to Regulations 13 and 14 of TUPE;

indemnify in full and keep indemnified the Home Authorities and/or any Future Company against any claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Home Authorities or any Future Company including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

the termination of employment by the Company and/or the Home Authorities or any Future Company of any Staff or any other person employed or engaged or formerly employed or engaged by the Company other than the Transferring Employees where the employment or engagement of such person is alleged or deemed to have transferred to the Home Authorities or a Future Company pursuant to TUPE; and

any act or omission of the Company in relation to its obligations under regulation 11 of TUPE, or in respect of an award of compensation under regulation 12 of TUPE except to the extent that the liability arises from the Home Authorities or a Future Company's failure to comply with regulation 11 of TUPE.

The Company, the Home Authorities and any Future Company shall co-operate to ensure that any requirement to inform and consult employee representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled.

The Parties agree that, where Acquired Staff were active or eligible to be active members of a public service pension scheme immediately prior to the Commencement Date, the Company shall provide future (and if any accrued benefits, past pension) protection, in accordance with Fair Deal. For the avoidance of doubt, the Parties agree to negotiate

in good faith in order to enter into all further agreements necessary to ensure that the Home Authorities can impose upon any Future Company the level of pension protection set out in Fair Deal in respect of such staff.

Where this Clause applies as a result of:

a Home Authority issuing notice pursuant to Clause 0, the provisions of Schedule 5 (Consequences of Withdrawal and Termination), Part A, Paragraph 2 shall apply; or

the Homes Authorities agreeing to terminate pursuant to Clause 0, the provisions of Schedule 5 (Consequences of Withdrawal and Termination), Part B, Paragraph 2 shall apply.

PENSIONS

The Company shall or shall procure that all Acquired Staff are provided with Appropriate Pension Provision with effect from the Commencement Date up to and including the date of the termination or expiry of this Agreement.

The provisions of Clause 18.1 shall be directly enforceable by an affected employee against the Company in accordance with the provisions of The Welsh Authorities Staff Transfers (Pensions) Direction 2012.

ADMITTED BODY STATUS TO THE LOCAL GOVERNMENT PENSION SCHEME

For the purposes of Clause 0, the Company undertakes to provide the Acquired Staff who were active or eligible to be active members of the LGPS immediately prior to the Commencement Date, with membership of the LGPS and to enter into an Admission Agreement to which each Home Authority shall be a party effective from and including the Commencement Date in the form set out in Appendix 1.

The Home Authorities shall be responsible for actuarial fees incurred in connection with the Admission Agreement and for any other fees incurred in connection with the Company's admission to the LGPS in proportion to their original budget/funding contributions to the Company as set out in Clause 8 and Schedule 2 (Funding) of the Agreement.

The liabilities of the Company and the Administering Authority in connection with the Company's admission to the LGPS as a Community Admission Body are set out in the Admission Agreement referred to in Clause 19.1 of the Agreement.

The Company shall award benefits (where permitted) that are payable before normal retirement date (otherwise than on ill health) to the Acquired Staff under the LGPS Regulations in circumstances where the Acquired Staff would have received such benefits or been eligible to be considered for such benefits under discretionary powers before normal retirement date had they still been employed by the Home Authority. The Company shall be responsible for meeting all costs associated with the award of such benefits to the extent that they are not included in the contribution rate.

19 A ADMISSION TO THE TEACHER'S PENSION SCHEME ("TPS")

19A.1 For the purposes of Clause 0, the Company undertakes to provide the Acquired Staff who were active or eligible to be active members of the TPS immediately prior to the Commencement Date, with membership of the TPS, subject always to the provisions of the TPS.

EAS PENSION SCHEME

Where the Company does not wish to or is otherwise prevented from offering the Acquired Staff membership or continued membership of the LGPS or TPS, the Company shall offer the Acquired Staff Appropriate Pension Provision that fully satisfies the standards of Fair Deal including the terms for any bulk transfer payment at the beginning and end of the Agreement.

SUBSEQUENT TRANSFERS

In respect of any re-tendering of a contract for the provision of Services the Home Authorities shall procure that any new contractor secures Pension Protection (as defined in Clause 0) for each Acquired Staff.

Pension Protection for the purposes of the re-let service contract means the right to acquire pension benefits which are the same as, broadly comparable to or better than the rights that the employee had before the transfer to the new employer. The new employer shall comply with the standards set out in Fair Deal including any bulk transfer payment at the beginning and end of the contract.

The provisions of Clauses 0 and 0 shall be directly enforceable by an affected employee against the new employer in accordance with the provisions of The Welsh Authorities Staff Transfers (Pensions) Direction 2012.

PENSION FUNDING

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The Home Authorities shall procure that the Company will contribute to the LGPS in relation to the Acquired Staff as set out in the Admission Agreement including contributions in relation to any deficit which is attributable to the period prior to the Commencement Date (“**Past Service Deficit**”).

The Home Authorities shall remain responsible for any Past Service Deficit that forms part of any payments required to be made on termination of this Agreement or in relation to any other liability of the Company to make payments under the Admission Agreement. Any such payments will be made to the Administering Authority in proportion to the Home Authorities’ original budget/funding contributions to the Company as set out in Clause 8 and Schedule 2 (Funding) of the Agreement and as provided for in the Admission Agreement

The Home Authorities will indemnify the Administering Authority for the failure of the Company to make any payments due under the Admission Agreement as provided for in the Admission Agreement. The indemnity will be satisfied by payment in proportion to the Home Authorities’ original budget/funding contributions to the Company as set out in Clause 8 and Schedule 2 (Funding) of the Agreement and as provided for in the Admission Agreement.

Subject to Clauses 22.2 and 22.3, the Company shall be responsible for any liabilities arising in the LGPS as a result of its acts or omissions on or after the Commencement Date and before the termination of this Agreement.

DATA SHARING

In this Clause 23, the term **Personal Data** means personal data (as it is defined at section 1 of the Data Protection Act 1998) that relates to any Beneficiary; the term **Data Controller** means the data controller (as defined in section 1 of the Data Protection Act) identified in Clause 13.2 of each Home Authority’s Commissioning Agreement; and the terms **Data Subject**, **Data Processor** and **Sensitive Personal Data** have the meanings given in the Data Protection Act 1998 and shall be construed accordingly.

Subject to Clause 23.5, the Company warrants and undertakes that when delivering the Commissioned Services the Company will (a) at all times process Personal Data in respect of which any one Home Authority is a Data Controller only in accordance with Clause 13 of the Commissioning Agreement; and (as a separate warranty) (b) maintain such organisational and technical measures as may be necessary to ensure that Personal Data in respect of which any one Home Authority is a Data Controller is not disclosed to or shared with any other person including any other Home Authority save

as permitted by the Data Protection Act 1998 and in accordance with Clause 23.5 below.

Without prejudice to Clause 23.2, the Home Authorities acknowledge and agree that in order for the Home Authorities to be able to:

assess the Company's performance against the Objectives; and

agree the Commissioned Services to be provided to each Home Authority by the Company for each Academic Year;

the Company will need to share certain information with the Joint Executive Group.

For the purposes of Clause 23.3 the Parties agree that the sharing of Personal Data in identifiable form is unnecessary and that insofar as the sharing of information regarding the Company's past or future delivery of Commissioned Services to identifiable individuals is required anonymised statistical information is sufficient.

If, during the term of this Agreement, the Parties consider that Personal Data in respect of which one Home Authority is a Data Controller needs to be shared with any other Home Authority which is not a Data Controller of that Personal Data, the Data Controller(s) of such Personal Data shall share such Personal Data only if:

the sharing of such Personal Data is consistent with the obligations imposed on the Data Controller(s) by the first data protection principle; and

the Data Controller(s) have the power to share such Personal Data; and

where Clauses 23.5.1 and 23.5.2 are satisfied

23.5.3.1 in the case of routine, systematic or ongoing data sharing, a data sharing agreement in appropriate terms is in place between the Parties; or

1.1.1.2 in any case where Personal Data are shared on an ad hoc basis the Data Controller(s), record in writing:

what information is shared;

how and when such information is shared;

what is the justification for sharing; and

whether the information is shared with or without the Data Subject's consent.

For the purposes of Clause 23.5.3. the Data Controller(s) shall take into account the good practice recommendations set out in the Information Commissioner's Office's Data Sharing Code of Practice (May 2011), as may be updated from time to time.

DISPUTE RESOLUTION

If any dispute arises in connection with this Agreement between all or any of the Home Authorities then in the first instance the Directors for Education (or his or her appointee) of each Home Authority shall, within 14 days of a written request from any Home Authority, meet in a good faith effort to resolve the dispute.

If the dispute is not resolved at that meeting, the Chief Executives (or his or her appointee) of each of the Home Authorities will, within 14 days of a written request from any Home Authority, meet in a good faith effort to resolve the dispute.

If the dispute is not resolved at that meeting, the Leaders of each Home Authority (or his or her appointee) will, within 14 days of a written request from any Home Authority, meet in a good faith effort to resolve the dispute.

No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute pursuant to the process set out in this Clause 24, provided that the right to issue proceedings is not prejudiced by a delay.

CONFIDENTIALITY

Each Party shall keep confidential:

the terms of this Agreement unless it has the Parties' unanimous permission to disclose the same; and

any and all Confidential Information that it may acquire in relation to the other Parties under this Agreement or in relation to the Company or any information gained on the commercial, regulatory or strategic activities or objectives of any other Party gained during the execution of this Agreement.

No Party shall use the other Parties' Confidential Information or any Confidential Information relating to the Company for any purpose other than to perform its obligations under this Agreement. Each Party shall ensure that its officers, employees, sub-contractors and agents comply with the provisions of this Clause 0.

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The obligations on a Party set out in Clause 0 shall not apply to any information which:

is publicly available or becomes publicly available through no act or omission of that Party or its officers, employees, sub-contractors or agents; or

a Party is required to disclose pursuant to any legal or statutory obligation including, without limitation, the requirements of the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

Subject to any legal obligation to publish information, no Party shall issue any publicity or other announcement in relation to this Agreement, the Company, or any of the related work without the prior written approval of the Joint Executive Group and without similar prior agreement as to the form and content of such publicity or announcement. Approval shall not be unreasonably withheld or delayed.

FREEDOM OF INFORMATION

Each Party acknowledges that the other Parties are subject to the requirements of the Freedom of Information Act 2000 (“**FOIA**”), and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under sections 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 and each Party shall assist and cooperate with the other (at their own expense) to enable the other Party to comply with these Information disclosure obligations.

Where a Party receives a Request for Information in relation to Information which it is holding on behalf of any one of the other Parties, it shall (and shall procure that its sub-contractors shall):-

transfer the Request for Information to the other Party as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information;

provide the other Party with a copy of all Information (as defined in section 84 of FOIA) in its possession or power in the form that the other Party requires within five Business Days; and

provide all necessary assistance as reasonably requested to enable the Party to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

Where a Party receives a Request for Information which relates to this Agreement, it shall inform the other Parties of the Request for Information as soon as practicable after receipt and in any event within two Business Days of receiving a Request for Information.

If any Party determines that Information (including Confidential Information) must be disclosed pursuant to Clause 0, it shall notify the other Parties of that decision at least two Business Days before disclosure.

Each Party shall be responsible for determining at its absolute discretion whether the Information:-

is exempt from disclosure under the FOIA or the Environmental Information Regulations;

is to be disclosed in response to a Request for Information.

Each Party acknowledges that any other Party may, acting in accordance with, the FOIA, both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under sections 45 and 46 of the FOIA respectively) or the Environmental Information Regulations to disclose Information:-

without consulting with the other Parties, or

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

LITIGATION AND CO-OPERATION

The Parties agree to promptly notify the other Parties by written notice upon becoming aware or receipt of any process or other notice of the commencement of proceedings in which any Home Authority is named in connection with this Agreement.

The Home Authorities agree at their own cost to co-operate fully with each other and provide such information and assistance as the others may reasonably require in connection with any actual or potential legal proceedings, arbitration hearings, inquiries, ombudsman inquiries, inspections, internal investigations and disciplinary hearings arising out of or in connection with the provisions of this Agreement provided such obligation shall not extend to any such proceedings between the Home Authorities.

RIGHT TO COMMIT

Each Party warrants that it has power and authority to enter into this Agreement.

NOTICES

Any notice, demand or communication in connection with this Agreement shall be in writing and may be delivered by hand, pre-paid first class post or Special Delivery post (but not by e-mail), addressed to the recipient at its registered office or its address or facsimile number as the case may be stated in Clause 0 (or such other address as may be notified in writing from time to time) and shall be marked for the attention of the relevant person as set out in Clause 29.3.

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

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

if given or made by prepaid first class post or Special Delivery post, 48 hours after being posted (excluding days other than Business Days);

provided that, where in the case of delivery by hand, such delivery or transmission occurs either after 4.00 p.m. on a Business Day, or on a day other than a Business Day, service shall be deemed to occur at 9.00 a.m. on the next following Business Day (such times being local time at the address of the recipient).

The addresses and facsimile numbers for the Parties are as follows:

Home Authority	Addressed to	Contact
Blaenau Gwent	Director of Education	Blaenau Gwent County Borough Council, Municipal Offices, Civic Centre, Ebbw Vale, NP23 6XB
Caerphilly	Director of Education	Caerphilly County Borough Council, Ty Penallta, Ystrad Mynach, CF82 7PG
Monmouthshire	Director of Education	Monmouthshire County Council, PO Box 106, Caldicot, NP26 9AN

Newport	Director of Education	Newport City Council, Newport Civic Centre, Newport, NP20 4UR
Torfaen	Director of Education	Torfaen County Borough Council, Civic Centre, Pontypool, NP4 6YB

AMENDMENTS

This Agreement shall not be varied or amended except by formal, written amendment signed by the Authorised Representative of the Home Authorities.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a Party to it including (without limitation) any Beneficiary. No variation to this Agreement and no supplemental or ancillary agreement to this Agreement shall create any such rights unless expressly so stated in any such agreement by the parties to this Agreement. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

GOVERNING LAW AND JURISDICTION

The formation, existence, construction, performance, validity and all aspects whatsoever of this Agreement or of any term of this Agreement will be governed by the law of England and Wales (as applied in Wales).

The courts of England and Wales will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement. The Parties irrevocably agree to submit to that jurisdiction.

NO PARTNERSHIP

Nothing in this Agreement shall be construed as establishing or implying any partnership or agency between the Parties.

GENERAL

This Agreement is binding upon the Parties and their respective successors and permitted assigns. No Party may assign the benefit (including any present, future or contingent interest or right to any sums or damages payable by the other Parties under or in connection with this Agreement) or delegate the burden of this Agreement or otherwise sub-contract, mortgage, charge, license or otherwise transfer or dispose of any or all of its rights and obligations under this Agreement.

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 of some other right, power or remedy.

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

This Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Agreement, and supersedes any prior written or oral agreements, representations or understandings between the Parties relating to such subject matter. No Party has been induced to enter into this Agreement by a statement or promise which it does not contain, save that this Clause shall not exclude any liability which one Party would otherwise have to any other in respect of any statements made fraudulently by that Party.

If any Clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other Clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.

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.

The obligations of the Parties under this Agreement are several. The failure by any Party to perform its obligations under this Agreement will not relieve any other Party of any of its obligations or liabilities under this Agreement and no Party will be liable for the failure by any other Party to perform its obligations under this Agreement.

Each Party shall, on being required to do so by another Party now or at any time in the future, do or procure the doing of all such acts and things and/or execute or procure the

execution of all such deeds and documents which are reasonably considered necessary for giving effect to its obligations under this Agreement.

- **SIGNED BY** the duly Authorised Representatives of the Parties on the date stated at the beginning of this Agreement

SCHEDULE 1

Matters Reserved for Home Authorities' Unanimous Approval

1. Varying in any respect the Articles of Association or the rights attaching to any of the members of the Company.

Permitting the registration of any person as a member of the Company.

Issuing any loan capital in the Company or entering into any commitment with any person with respect to the issue of any loan capital.

Making any borrowing other than from the Company's members for an initial loan for working capital purposes or from its bankers in the ordinary and usual course of business.

Passing any resolution for its winding up or presenting any petition for its administration other than in accordance with this Agreement unless it has become insolvent.

Altering the name of the Company or its registered office.

Opening a new bank account.

Changing the nature of the Company's Business or commencing any new Business by the Company which is not ancillary or incidental to the Business.

Forming any Subsidiary or acquiring shares in any other company or participating in any partnership or joint venture (incorporated or not).

Amalgamating or merging with any other company or business undertaking.

Making any acquisition or disposal by the Company of any material asset(s).

Creating or granting any encumbrance over the whole or any part of the Business, undertaking or assets of the Company or over any membership in the Company or agreeing to do so other than liens arising in the ordinary course of business or any charge arising by the operation or purported operation of title retention Clauses and in the ordinary course of business.

Making any loan (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits or in the ordinary course of business) or granting any credit (other than in the normal course of trading) or giving any guarantee (other than in the normal course of trading) or indemnity.

Factoring or assigning any of the book debts of the Company.

[Type here]

Making or permitting to be made any material change in the accounting policies and principles adopted by the Company in the preparation of its audited and management accounts except as may be required to ensure compliance with any generally accepted accounting principles in the United Kingdom.

Establishing any profit-sharing, bonus or other incentive scheme of any nature for directors or employees.

Establishing or amending any pension scheme or granting any pension rights to any director, officer, employee, former director, officer or employee, or any member of any such person's family.

Appointing or the dismissing the Managing Director.

Instituting, settling or compromising any material legal proceedings (other than debt recovery proceedings in the ordinary course of business) instituted or threatened against the Company or submitting to arbitration or alternative dispute resolution any dispute involving the Company other than provisioned for in this Agreement.

SCHEDULE 2

Funding

1. Funding of the Company

1.1 Funding for the Company will be provided to the Company by each of the Home Authorities as follows.

1.2 Core Local Authority Funding (excluding Governors Support)

1.2 The Business Plan for each Financial Year shall describe the Core Services to be delivered by the Company.

1.2 Each year, the company secretary will identify, in collective consultation with Home Authorities Directors' of Education, the estimated cost of the Core Services required from each of the Home Authorities to fund the Business Plan by 31st January in the preceding Financial Year.

1.2.1 The Core Service funding (excluding the Governor Support element) required from each Home Authority will be based on the national agreement as referenced in the Welsh Government "National Model for Regional Working" (most up to date version).

1.2.2 The Company will issue a VAT invoice to each Home Authority for the estimated Core Services funding required by each Home Authority for the quarter, in advance on the first calendar day of each quarter or the next available working day 1st April, 1st July, 1st October and 1st January.

1.2.3 Each Home Authority will pay their invoice within 30 days of the invoice date.

1.2.4 At the end of each Financial Year and before the 15th May, the Company will calculate the total actual charge for delivering the Core Services to the Home Authorities for the preceding Financial Year.

1.2.4.1 In the event of the total actual cost of the Core Services for the preceding Financial Year being (i) less than the total estimated cost of Core Services and (ii) up to 5% less than the total estimated Core Services funding required for that year, then the Company will retain in order to reinvest into future service delivery. These monies will be set aside within the Company and any usage thereof must be approved by the EAS Board.

1.2.4.2 In the event of the total actual cost of Core Services for the preceding Financial Year being (i) less than the total estimated cost of Core Services and (ii) above 5% of the total estimated Core Service funding required for that year, then the Company will issue a credit note to each Home Authority, for the amount in excess of 5%, calculated in the same proportion as the estimated costs of Core Services for each Home Authority. A refund will be issued to each Home Authority with 30 days of the date of the credit note.

1.2.4.3 In the event that (i) the total actual costs of Core Services exceed the total estimated costs of Core Services and (ii) this overspend has been approved by the appropriate delegated powers within each Home Authority, the Company will issue an invoice to each Home Authority for their share plus VAT (calculated in the same proportion as the estimated costs of Core Services for each Home Authority). Each Home Authority will pay their invoice within 30 days of the date of the invoice.

1.2.4.4 In the event that (i) the total actual cost of the Core Services exceeds the estimated cost of the Core Service and (ii) this overspend has not been approved by the appropriate delegated powers within each Home Authority, then the Company will notify the appropriate delegated powers within each Home Authority and issue a VAT invoice to

each Home Authority for their share (calculated in the same proportion as the estimated charge per Home Authority). The Company will then issue credit notes to each Home Authority over an agreed period for the same amount, in order to reduce the Core Service charge for an agreed period to repay the loan.

1.3 **Core Local Authority Funding (Governors Support)**

1.3.1 Additionally, the Company Secretary will agree with each Home Authority the annual charge required for the governors support element of the Core Service as contained within the approved Business Plan by 31st January. The Company will issue a VAT invoice on 1st April for 50% of the costs and the remaining on 1st October to each Home Authority. Each Home Authority will pay their invoice within 30 days of receipt.

1.4 **Grant Funding**

1.4.1 To the extent that grant income is provided to the Home Authorities to provide Grant Funded Services , the Company will issue a VAT invoice to the Banker Authority for the region for the services provided monthly in arrears. The Banker Authority will pay the invoice within 30 days from the regional grant budget.

1.4.2 To the extent that any other grant income is provided to the Home Authorities as an individual grant and used to fund services provided by the Company, the Company will issue a VAT invoice to the relevant Home Authority for the services provided monthly in arrears. The Home Authority will pay the invoice within 30 days from the regional grant budget.

SCHEDULE 3

- **Accommodation**

SCHEDULE 4

- **Commissioning**

- **Template Commissioning Agreement**

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• **SCHEDULE 5**

Consequences of Withdrawal or Termination

• **Part A: Withdrawal**

• In the event of a Home Authority issuing a notice to withdraw from this Agreement in accordance with Clause 0, the following provisions shall apply:

1. **Calculation of Withdrawal Adjustment Payment**

1.1 The Home Authority shall pay the Company within thirty (30) Business Days of the date of withdrawal:

1.1.1 £250,000; or

1.1.2 the sum of:

1.1.2.1 the unavoidable break costs of unexpired contracts between the Company and any third party (including any Home Authority) relating to the Services that have been terminated and the Home Authority does not elect to take over itself; and

1.1.2.2 any costs incurred pursuant to paragraph 2 (TUPE/Employment) below;

subject to the Company having taken all reasonable steps to avoid and mitigate such costs;

whichever sum is greater.

2. **TUPE/Employment**

2.1 The Home Authority who has issued notice to withdraw from this Agreement shall be responsible for all claims, costs, expenses or liabilities in respect the Staff including without limitation all legal expenses (on an indemnity basis) and other professional fees (together with any VAT) thereon in relation to or in connection with:

• 2.1.1 any redundancy costs (statutory or otherwise)

• 2.1.2 any notice costs (statutory or contractual)

• 2.1.3 any other related employment costs howsoever incurred

• **Part B: Termination**

• In the event of termination of this Agreement in accordance with Clause 14.3, the following provisions shall apply:

1. **Handover of Services**

[Type here]

1.1 Upon termination of this Agreement howsoever arising the Company shall:

1.1.1 return all Confidential Information, documents, materials and other items belonging or pertaining to Home Authorities or the Services;

1.1.2 assist the Home Authorities in the winding up of the Company; and

1.1.3 do all things reasonably necessary to effect an orderly handover of the Services to the Authority or its nominated contractor.

•

2. **TUPE/Employment**

• 2.1 The Home Authorities shall be jointly responsible for all claims, costs, expenses or liabilities in respect of the Staff including without limitation all legal expenses (on an indemnity basis) and other professional fees (together with any VAT) thereon in relation to or in connection with:

•2.1.1 any redundancy costs (statutory or otherwise)

•2.1.2 any notice costs (statutory or contractual)

•2.1.3 any other related employment costs whatsoever incurred

• 2.2 The payment due by each of the Home Authorities under paragraph 2.1 shall be calculated as directly proportionate to the contribution that the Home Authority has paid to the Company in the year ending on 5th April before the date of termination.

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SCHEDULE 6

OBJECTIVES

1. Achieve better learning outcomes and wellbeing for all children and young people.
2. Improve the learning offer post 14 to equip learners with employable skills.
3. Improve teaching so that it meets learners' needs and is relevant to the 21st Century.
4. Provide effective challenge, intervention and support in the system where performance is not good enough.
5. Provide economies and efficiencies in the provision of services.

Appendix 1: Admissions Agreement

[Type here]

THE COMMON SEAL of
BLAENAU GWENT COUNTY BOROUGH COUNCIL

was hereunto affixed in the)
presence of:)

.....
Authorised Officer

THE COMMON SEAL of
CAERPHILLY COUNTY BOROUGH COUNCIL

was hereunto affixed in the)
presence of:)

.....
Authorised Officer

THE COMMON SEAL of
MONMOUTHSHIRE COUNTY COUNCIL

was hereunto affixed in the)
presence of:)

.....
Authorised Officer

THE COMMON SEAL of
NEWPORT CITY COUNCIL

was hereunto affixed in the)
presence of:)

.....
Authorised Officer

THE COMMON SEAL of
TORFAEN COUNTY BOROUGH COUNCIL

was hereunto affixed in the)
presence of:)

.....
Authorised Officer

Signed for and on behalf of)
SOUTH EAST WALES)
EDUCATION ACHIEVEMENT) Signature

SERVICE
by a duly authorised
representative

)
)
)

.....

Name

.....

Position