

**REPORT FOR:** EXECUTIVE COMMITTEE

**SUBJECT:** INVESTMENT MODEL (MIM) 21ST CENTURY SCHOOLS  
WELSH EDUCATION PARTNERSHIP – THE STRATEGIC  
PARTNERING AGREEMENT MUTUAL

**REPORT SUBMITTED BY:** CORPORATE DIRECTOR OF EDUCATION – LYNN  
PHILLIPS

**CABINET MEMBER:** EXECUTIVE MEMBER FOR EDUCATION – COUNCILLOR  
JOANNE COLLINS

**REPORT FOR KEY/  
NON KEY DECISION:** KEY DECISION

## **1 SUMMARY**

- 1.1 The Welsh Government has procured Meridiam Investments as its private sector partner to work with it on the delivery of education and community facilities in Wales, under the Mutual Investment Model (MIM) of the 21<sup>st</sup> Century Schools Programme.
- 1.2 Meridiam Investments and a subsidiary of the Development Bank of Wales (known as WGCo) have formed WEPCO Limited (hereafter referred to as “WEPCo”) to deliver infrastructure services to a number of Local Authorities and Further Education Institutions (the Participants), through a Strategic Partnering Agreement which was completed on 30th September 2020. Under the terms of the WEP Strategic Partnering Agreement (the SPA), WEPCo will be required to provide partnering services to the Participants, including (i) project development and delivery; and (ii) supply chain assembly and management. This may lead to the delivery of revenue supported Band B projects pursuant to a separate Project Agreement or, in due course, capital funded projects could be delivered through this contract structure. The Welsh Ministers are also party to the SPA as a Participant.
- 1.3 Following completion of the SPA in September 2020, other Local Authorities and Further Education Institutions now have a window within which they may enter into a short, simple supplemental agreement to the SPA, namely a “Deed of Adherence” which enables the Council from the date of execution to agree with each other person who is or who becomes a party to the SPA to be bound by the SPA (on the same terms and conditions). There is no requirement to re-execute the SPA. The Deed of Adherence is due to be completed later in 2021.
- 1.4 The purpose of this report is to explain the process and seek Executive Committee approval to enter into the Deed of Adherence to the Strategic Partnering Agreement (SPA), to facilitate the delivery of education and community facilities. The Executive Committee is also asked to approve the appointment of the Service Manager for Education Transformation and Business Change – Claire Gardner as ‘Participant Representative’ to sit on the Strategic Partnering Board.

## 2 RECOMMENDATIONS

2.1 It is recommended that Executive Committee:

- (a) Approves the execution, delivery and performance of a supplemental agreement to the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September 2020 (the “Deed of Adherence”) and from the date of execution of the Deed of Adherence to give effect to and be bound by the terms of the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September 2020 as a party to it, to facilitate the delivery of a range of infrastructure services and the delivery of education and community facilities;
- (b) Approves the terms of the Deed of Adherence and the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September 2020 at Appendix A and B of this report and summarised in Appendix 1 and 2 of this report so as to give effect to recommendation (a), subject to recommendation (c) below;
- (c) Notes that the Corporate Director of Education shall complete the Deed of Adherence for execution and is approved to complete all information gaps;
- (d) Notes that the Deed of Adherence shall be executed as a deed and attested in accordance with in accordance with Section 12.5 of the Council’s Constitution of the Constitution; and,
- (e) Approves:
  - (i) the appointment of the Service Manager - Education Transformation and Business Change as ‘Participant Representative’ to sit on the Strategic Partnering Board (SPB) for the purposes of Clause 12 (*Parties’ Representatives*) of the WEP Strategic Partnering Agreement; and
  - (ii) the name, address and contact details for the purposes of Clause 40 (*Notices*) of the WEP Strategic Partnering Agreement;
- (f) Notes that in agreeing to enter into the Deed of Adherence it is not being asked during this meeting to decide to proceed with any Project, and that any decision to proceed with a Project will be considered separately and reported back to Cabinet in future report(s) for decision.

## REASONS FOR RECOMMENDATIONS

2.2 As a member of the Strategic Partnering Board (SPB), the Council will benefit from the formal partnership processes, stakeholder engagement and strategic planning processes, along with the associated skills, knowledge, expertise and project-based developments associated with the SPB. The aforementioned processes and factors will positively influence and inform, as well as having the potential to enhance delivery of the 21<sup>st</sup> Century

School Programme locally, regionally and nationally (please refer to **Appendix 4** for further information on the SPB). The Council will be well informed and actively involved in key strategic and operational developments, along with the associated implications throughout Wales.

- 2.3 Education is a strategic priority for the Council, which is key to facilitating effective delivery of the Council's Corporate Plan, along with the Blaenau Gwent Wellbeing Plan. It also features as a priority in the Council's Medium-Term Financial Strategy and consequently, has generated a high-level of support from the Council's Capital Programme. 21<sup>st</sup> Century Schools is priority for Education, and is an essential component in delivering the following Corporate Plan outcomes:
- 2.4 Protect and enhance our environment and infrastructure in order to benefit our communities – developing innovative and sustainable education facilities, whilst also ensuring that the condition and suitability support effective curriculum delivery and outcomes, along with provision for families and the wider community. Delivering schools that are at the heart of their community, and have meaningful benefits for both current and future generations, enabling them to access quality provision and support across the lifespan.
- 2.5 Support a fairer sustainable economy and community – delivering improved education outcomes and developing economically aware and active citizens.
- 2.6 To enable people to maximise their independence, develop solutions and take an active role in their communities – promoting independence through learning throughout the course of the child/young person's academic life, whilst also instilling a sense of pride in the local and wider community.
- 2.7 An ambitious and innovative Council delivering the quality services we know matter to our communities – delivering effective and accessible education and associated outcomes, improving the life chances and opportunities of children, young people and the wider community.

### **3 ALTERNATIVE OPTIONS CONSIDERED**

- 3.1 The Council understands that if it wishes to access revenue funding for Band B projects from the Welsh Government then it will need to use the Mutual Investment Model to access the funding and WEPCo for delivery. There are no alternative delivery options for such funding. However, at present, Blaenau Gwent County Borough Council does not have any plans to deliver MIM projects under the Band B Programme.

### **4 BACKGROUND**

- 4.1 The "Mutual Investment Model", or MIM, was formally launched by the Welsh Government on 28 February, 2017 and is a platform for delivery of the "Taking Wales Forward" agenda. MIM has been designed to finance major capital projects due to a scarcity of capital funding. It is based on traditional PPP structures but with the following core principles embedded:
  - 4.1.1 an emphasis on wider community benefits;

- 4.1.2 enhanced stakeholder involvement;
  - 4.1.3 public sector equity investment;
  - 4.1.4 no soft services; and
  - 4.1.5 effective and efficient contract management by the public sector.
- 4.2 The MIM is intended to support additional investment in social and economic infrastructure projects and help to improve public services in Wales. Under the MIM, the private sector partners will build and maintain public assets, and in return the Council supported by funding from the Welsh Government will pay a fee to the private partner, which will cover the cost of construction, maintenance and financing the project.
- 4.3 The Welsh Government has procured Meridiam Investments as its private sector partner to work with it on the delivery of education and community facilities in Wales, under the MIM 21st Century Schools Programme. It will be the only means of delivering revenue funded Band B projects. Meridiam Investments and a subsidiary of the Development Bank of Wales (known as WGCo) have now formed WEPCo Limited (hereafter “WEPCo”), which will deliver infrastructure services to the Participants in Wales.
- 4.4 Welsh Ministers and a number of Local Authorities and Further Education Institutions entered into the WEP Strategic Partnering Agreement with WEPCo on 30th September 2020, each being the “Continuing Participants”. The WEP Strategic Partnering Agreement provides for how the parties act together over the long term in a collaborative partnering non-adversarial and open manner to support the effective planning, procurement and delivery of education and community facilities in Wales and the delivery of infrastructure services.
- 4.5 The Council is able to access the Welsh Education Partnership — Strategic Partnering Delivery Model, as described in the OJEU Notice published 11th July 2019 (reference OJEU Ref: 2019/S 133-327173) and enter into a supplemental agreement to the WEP Strategic Partnering Agreement dated 30th September, namely by a Deed of Adherence (DoA).

### **The Strategic Partnering Agreement (SPA)**

- 4.6 The initial term of the SPA is 10 years. This may be extended by 5 years by any one or more Participants. Under the SPA, WEPCo is required to provide partnering services to the Participants. These services include (i) project development and delivery; (ii) supply chain assembly and management and (iii) other professional services necessary to fund and deliver education and community facilities.
- 4.7 For the first 10 years of the SPA, WEPCo has the exclusive right to provide services to all Participants (as signatories to the SPA) including:
- 4.7.1 Project Development Partnering Services to work up new “Qualifying Projects” (only) for delivery (including supply chain assembly, funding and value for money), set out in more detail in Schedule 3 (Partnering Services) of the SPA; and

- 4.7.2 Project Services (design, construction, testing, commissioning and completion of the premises, hard facilities management, and installation of equipment) relating to a “Qualifying Project” subject to it becoming an “Approved Project” within the first 10 years of the SPA and for a MIM Band B project, provided that it has met the criteria set out in Schedule 5 (Approval Process for New Projects) of the SPA.
- 4.8 “Qualifying Projects” means those identified projects at the outset for delivery by WEPCo (as set out in a Schedule to the SPA) and all other 21st Century Schools and Colleges (Band B) MIM Programme projects, where such a project has been identified by a Participant required to enable them to provide education based services in the region.
- 4.9 Participants may ask WEPCo to provide on a non-exclusive basis:
  - 4.9.1 Project Services relating to capital projects required for the provision of education sector services (where expressly designated and approved under a Strategic Outline Programme) and/or community services;
  - 4.9.2 Strategic Support Partnering Services (such as estate planning, service planning and demonstrating value for money);
  - 4.9.3 Project Development Partnering Services in respect of potential new projects, which are not “Qualifying Projects”, but requested by a Participant;
  - 4.9.4 Ongoing Partnering Services and/or Project Development Partnering Services after ten years, where the initial term of the SPA has been extended; and
  - 4.9.5 Project Services in respect of Qualifying Projects which become “Approved Projects” after 10 years, where the initial term of the SPA has been extended.
- 4.10 If a Participant receives funding for a 21st Century Schools and Colleges Band B MIM Programme project, WEPCo has the exclusive right to develop proposals for the delivery of that project (Project Development Partnering Services) within the first 10 years of the SPA.
- 4.11 Therefore, the most likely outcome for a Participant that becomes a party to the SPA is that they proceed to develop a project or projects using the Approval Process in the SPA resulting in the execution of a Project Agreement which will govern the design, build, finance and maintenance of schools or colleges.
- 4.12 Appendix 2 provides a more detailed summary of the SPA.
- 4.13 The SPA commits the Participants and WEPCo to work to the following nine (9) key principles:
  - 4.13.1 to develop close working relationships between WEPCo and the Participants at all levels;
  - 4.13.2 to focus on achieving the best value for money operational performance within agreed timescales;

- 4.13.3 to set in place business and cultural processes to enable the Participants and WEPCo to establish and agree challenging time and performance objectives and to meet or better them;
  - 4.13.4 to recognise each other's needs, constraints, limitations, capabilities, roles and responsibilities to achieve mutually beneficial outcomes;
  - 4.13.5 to identify by regular monitoring, weaknesses and strengths in the relationship between and amongst the Participants and WEPCo and to work together to overcome the weaknesses and to build on the strengths;
  - 4.13.6 to commit to the early recognition and resolution of differences, conflicts and disputes between and amongst the Participants and WEPCo in a 'no surprises' environment;
  - 4.13.7 to appoint within each of the Participants and WEPCo co-ordinators at senior level who will support, defend and promote the long term strategic partnership between them and its principles of operation;
  - 4.13.8 to develop openness and trust in a transparent information and data sharing environment; and
  - 4.13.9 in accordance with the Equality Requirements to positively promote equal opportunities and the Ethical Employment Code by combating discrimination on the grounds of race, ethnicity, religion, nationality, gender, disability, age or sexuality and promoting good relations between all sections of the community in 'everything we do' including:
    - a) Delivering high quality Education Sector Services and (where relevant) Community Services for end users; and
    - b) Working with the local community and partners in the public, private or voluntary sectors.
- 4.14 The Strategic Partnering Board (**SPB**) is the guardian vehicle of these commitments.

### **The Strategic Partnering Board (SPB)**

- 4.15 The SPB acts as the primary mechanism for managing WEPCo's performance. The SPB is the central forum in which the Participants can work together with WEPCo, Welsh Government and Stakeholder Representatives to ensure that the key principles of the SPA are met. Participant representation is required on the SPB.
- 4.16 The SPB's role is to approve the Strategic Delivery Plan (**SDP**); ensure any new project proposals are consistent with the SDP; monitor WEPCo's performance against agreed Key Performance Indicators; approve any extension to the SPA term; and approve any proposed disposal of interest in share capital resulting in a loss of control by WEPCo (or subsidiary).
- 4.17 The Council's Representative will be expected to be a senior representative of the Council, with the appropriate authority to make decisions on behalf of the Council. They

should be experienced in holding a director or similar position and have the required skills to make the decisions required to be made by the SPB. The Council will need to consider any likely conflicts of interest and ensure that conflicts of interest do not prevent the chosen representative from fulfilling their role as representative as well as any other role they hold directly in the Council.

4.18 The Council's Representative will attend the SPB meetings at least every three months, together with representatives of each Participant, WEPCo, Welsh Government and other stakeholder representatives as agreed by the Participants. These meetings are to review financial and operating issues and provide strategic input into the partnering arrangements including the exchange of ideas in relation to each of the Participants' accommodation and service delivery requirements.

4.19 The SPB must have a quorum of five (5) Participants' representatives (one of whom must be a representative from Welsh Government) and a WEPCo Representative. If a quorum is not present at any meeting of the SPB within thirty (30) minutes of that meeting's start time, the SPA requires that the meeting is adjourned to the same time and place five (5) Business Days later. For any adjourned meeting, the quorum shall be one Participant's Representative (who must be a representative of the Welsh Government) and the WEPCo Representative. Telephone conference calls or video conferences are valid as a meeting of the SPB. Appendix 3 provides a more detailed summary of the role of the SPB.

4.20 It is proposed that the Service Manager for Education Transformation and Business Change, Claire Gardner, is appointed as the Council's Representative to sit on the SPB. Claire Gardner is a skilled, accredited programme manager with extensive programme and project management experience, who currently has programme management responsibility for the 21<sup>st</sup> Century School Programme in Blaenau Gwent. She has developed, led and successfully delivered a number of complex, multi-million pound programmes and projects, and is well versed in all aspects of programme and project development and delivery. Claire has over 17 years' management and leadership experience at varying levels across public, third and private sector organisations, and is a member of the Education Directorate Management team. She has led multi-disciplinary teams, services etc. with responsibility for delivering of a vast array of work and change programmes, along with key operational and strategic priorities. Claire is also a trained Gateway Reviewer recognised for her programme management skillset and capabilities, by both Welsh Government Assurance team and external consultants alike. She has reviewed programmes of significant political and strategic importance within the National Health Service, Welsh and U.K. Government.

4.21 The selected representative is fully aware of the terms, conditions, requirements and obligations associated with the role, the Strategic Partnering Board and Agreement. Any conflicts will be managed in accordance with the Blaenau Gwent Code of Conduct for Employees, with due regard to Council's Constitution, Strategic Partnering Agreement, Deed of Adherence and Terms of Reference for the Strategic Partnering Board (please refer to Appendices 1 - 4 for further information).

### **The Delivery of Projects**

4.22 WEPCo shall, if requested to do so by one or more Participants, develop proposals for the implementation and delivery of new projects including Pathfinder Projects through the Approval Process for New Projects set out in Schedule 5 of the SPA. WEPCo will assist

Participants in developing proposals for the delivery of new projects, the preparation of an outline business case and the obtaining of all necessary approvals to progress any new project request by a Participant.

- 4.23 Schedule 5 of the SPA sets out the procedure by which WEPCo and the Participants will work together to agree which New Projects will be taken forward and approved for development by WEPCo and on what basis. Schedule 5 sets out a two stage Approval Process for such New Projects. The approval process shall only apply in relation to Qualifying Projects regardless of whether the period of ten (10) years from the Commencement Date has expired.
- 4.24 WEPCo will work with Participants to develop local delivery plans (addressing Participants' requirements) which will form part of the annual Strategic Delivery Plan (SDP). WEPCo will then review the applicability of the SDP to the provision of education services in the Participant's Region to decide which New Projects should progress. The SPB shall ensure that WEPCo's proposals for New Projects are consistent with delivery of the latest SDP.
- 4.25 WEPCo shall, without entitlement to specific or additional payment, work with the Participants and other members of the SPB to analyse and discuss the range of potential funding options for New Projects, as well as develop the Participants' requirements in relation to New Projects.
- 4.26 WEPCo will be obliged to meet the Participants' requirements for the delivery of any new project including Pathfinder Projects. Authority to proceed to deliver any project and to enter into a Project Agreement, would require further Council approval and reports will be brought back to Cabinet for determination accordingly.
- 4.27 Appendix 4 provides a more detailed summary of the Approval Process for New Projects under the SPA.

### **Commitments and Practicalities of Entering into the Deed of Adherence to the WEP Strategic Partnering Agreement (SPA)**

- 4.28 Through entry into the DoA, as a supplemental agreement to the WEP Strategic Partnering Agreement dated 30th September 2020, the Council agrees with each person who is or who becomes a party to the WEP Strategic Partnering Agreement to be bound by it as a party in that capacity, on the same terms and conditions. Appendix 1 provides a more detailed summary of the Deed of Adherence.
- 4.29 The terms of the SPA offers an opportunity for the Council to draw down a range of strategic support and infrastructure services, in a procurement safe manner, without any obligation to do so, save only where exclusivity is granted to WEPCo in respect of developing proposals for MIM projects. For MIM projects, WEPCo through a robust approval process will still need to meet the Council's bespoke requirements identified at the outset for each new project, which includes site and project specific requirements and demonstrate value for money. Business case approval would also be required in the usual way. If the Council were to seek funding in the future from the Welsh Government for a MIM project, it is expected that WEPCo would be the intended delivery vehicle. As a Participant to the arrangements, this provides the Council with a "seat at the table" to set



priorities and have an understanding of the delivery plans for other participating authorities for education and community facilities in Wales.

### **What Happens If Approval Is Not In Place By 2021?**

- 4.30 Local Authorities and FEIs are encouraged to enter into the DoA, as a supplemental agreement to the WEP Strategic Partnering Agreement entered into on 30th September 2020 regardless of whether they have a MIM Scheme in place as WEPCo also offers Strategic Support Partnering Services which can assist Participants with estates planning or associated activities.
- 4.31 The purpose of the SPA is to enable Participants to proceed to develop a project or projects using the Approval Process for New Projects within the SPA, resulting in the execution of a Project Agreement. In order to benefit from that process Participants, need to execute and be a party to the SPA.
- 4.32 There may be a procurement risk in entering into the DoA, based on time elapsed argument, if the DoA is not entered into within a reasonable window of time after execution of the WEP Strategic Partnering Agreement dated 30th September 2020. Execution of the DoA in 2021 is considered to be reasonable.

### **Potential Procurement Risk**

- 4.33 If a Participant were to choose not to sign the DoA and then wanted in the future to access Partnering Services or Project Services from WEPCo, it will not be able to do so in a procurement safe manner.
- 4.34 Similarly, with regards to 21st Century Schools and Colleges Band B funding, if a Participant were to choose not to sign the DoA but then wanted to utilise WEPCo to deliver a Band B funded project (whether capital or revenue) in the future, it will also not be able to do so in a procurement safe manner.
- 4.35 Should for example, a Participant secure MIM Band B funding downstream from the Welsh Government for a project not currently identified and it was required to use WEPCo, it would not be able to do so in a procurement safe manner if it had not signed the DoA. WEPCo has the exclusive right to develop proposals for the delivery of a 21st Century Schools and Colleges Band B MIM Programme project (Project Development Partnering Services) within the first 10 years of the SPA.
- 4.36 It is therefore recommended that [Cabinet] [the Leader] approve entering into the DoA as set out in this report to ensure that from the date of its execution it is bound by the WEP Strategic Partnering Agreement dated 30<sup>th</sup> September 2020 as a party to it.

## **5 FINANCIAL AND LEGAL CONSIDERATIONS**

### **Finance**

There are no direct budgetary implications associated with this report at present as the Council does not have any MIM projects.

The total 21<sup>st</sup> Century Schools Programme budget currently stands at £19.6million, with the Council's 35% contribution being £6.86million which has been secured and approved via the Council's Capital Programme.

## Legal

Approval to enter into the Deed of Adherence (DoA) and the underpinning terms of the Strategic Partnering Agreement (SPA) is an Executive function requiring a decision of the Executive Committee.

- 5.1 To enter into the DoA and participate as a party to the WEP Strategic Partnering Agreement referred to in this report, the Council will be relying upon a number of statutory powers:
  - 5.1.1 the "well-being" powers contained in section 2 Local Government Act 2000;
  - 5.1.2 powers contained in the Education Acts 1996 and 2002;
  - 5.1.3 the "incidental" provisions of section 111 Local Government Act 1972.
- 5.2 The well-being powers contained in section 2 Local Government Act 2000 permit the Council to do anything which it considers is likely to achieve any one or more of the following objects—
  - (a) the promotion or improvement of the economic well-being of their area;
  - (b) the promotion or improvement of the social well-being of their area, and
  - (c) the promotion or improvement of the environmental well-being of their area
- 5.3 In exercising this power the Council has had regard to the requirements of the Well-Being of Future Generations (Wales) Act 2015 ('the Act'). The Act places a 'well-being duty' on public bodies aimed at achieving 7 national well-being goals for Wales - a Wales that is prosperous, resilient, healthier, more equal, has cohesive communities, a vibrant culture and thriving Welsh language, and is globally responsible.
- 5.4 The incidental provisions of section 111 Local Government Act 1972 permit the Council to do anything (whether or not involving the expenditure, borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to facilitate, or is conducive or incidental to, the discharge of any of their functions.
- 5.5 Entering into the DoA and becoming party to the SPA does not, of itself, bind the Council in any way to deliver a Project.
- 5.6 However, there are certain requirements of the Council when proceeding with Projects as set out in this report and Appendices 1-4. Further, the Council will be required to appoint a representative to act on its behalf in relation to the SPA and the Cabinet is asked to approve the appointment of Claire Gardner, Service Manager – Education Transformation and Business Change as 'Participant Representative' to sit on the Strategic Partnering Board. The identity of the representative may change at any time following written notice to WEPCo and all other Participants. Each representative may also at any time, by written notice to WEPCo, authorise others to exercise the functions and powers of the Council.

- 5.7 The power to appoint an individual to the Strategic Partnering Board (SPB) pursuant to Schedule 2 Local Authorities (Executive Arrangements) (Functions and Responsibilities) (Wales) Regulations 2007 is reserved to the Executive. The Executive Committee is asked to approve Claire Gardner, Service Manager – Education Transformation and Business Change as ‘Participant Representative’ to sit on the Strategic Partnering Board (SPB).
- 5.8 The DoA is to be executed as a deed and attested in accordance with Section 12.5 of the Constitution. It is noted that formal approval to proceed to deliver any new project, and to enter into associated legal documentation to facilitate the same including a Project Agreement, would require further approval of Executive Committee.

### **Equalities and Community Cohesion Comments**

- 5.9 AN EQIA screening exercise has been undertaken in line with the SPA and associated report, which determined that there is no adverse impact upon the protected characteristics.
- 5.10 An EQIA was also completed in line with approval of the 21<sup>st</sup> Century Schools Strategic Outline Programme, which was approved in 2018 and concluded that there was no adverse impact upon the protected characteristics.
- 5.11 Proposals on a project by project basis will contain appropriate equalities documentation. In addition, Socio-Economic and Community Impact Assessments have and will continue to be completed for all projects.

## **6 LINKS TO CORPORATE STRATEGIC PRIORITIES/CONTRIBUTION TO STRATEGIC OUTCOMES**

- 6.1 As detailed within Section 3 above.

## **7 LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985**

### **Background Papers**

- 7.1 N/A

### **Reasons for exemption**

- 7.2 Appendix B to this report is not for publication by virtue of paragraphs 14 and 16 of Schedule 12A of the Local Government Act 1972 as it contains information classified as exempt under Schedule 12A that it contains information relating to the financial or business affairs of any particular person (including the authority holding that information) and information in respect of which a claim to legal professional privilege could be maintained in legal proceedings.
- 7.3 In all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

## **8 APPENDICES**

Appendix A:	Deed of Adherence
Appendix 1:	Deed of Adherence Summary
Appendix 2:	Strategic Partnering Agreement Summary
Appendix 3:	Strategic Partnering Board Summary
Appendix 4:	Approval Process for New Projects Summary

## **BACKGROUND INFORMATION**

**Exempt Appendix B:** Strategic Partnering Agreement (***this document is available on request to Members***)

**Information contained in Appendix B is exempt for the reasons set out in the next paragraph and the information remains exempt unless or until the exemption(s) is or becomes spent.**

**NOT FOR PUBLICATION BY VIRTUE OF THE PROVISIONS OF SCHEDULE 12A PARAGRAPHS 14 AND 16 TO THE LOCAL GOVERNMENT ACT 1972 (INFORMATION RELATING TO THE FINANCIAL OR BUSINESS AFFAIRS OF ANY PARTICULAR PERSON (INCLUDING THE AUTHORITY HOLDING THAT INFORMATION AND INFORMATION IN RESPECT OF WHICH A CLAIM TO LEGAL PROFESSIONAL PRIVILEGE COULD BE MAINTAINED IN LEGAL PROCEEDINGS)).**