

WELSH EDUCATION PROGRAMME - STRATEGIC PARTNERING AGREEMENT

DEED OF ADHERENCE - SUMMARY

1. BACKGROUND

- 1.1 The WEP Strategic Partnering Agreement (**SPA**) was entered into on 30 September 2020 by 24 Welsh Local Authorities and Further Education Institutions (**Participants**) and WEPCo (being the joint venture company established between the Private Sector Delivery Partner (**PSDP**) and a subsidiary of the Development Bank of Wales).
- 1.2 Since completion, a further five Local Authorities and Further Education Institutions have expressed a wish to enter into the SPA to be able to draw down services from WEPCo.

2. WHAT DOES THE DEED OF ADHERENCE DO?

- 2.1 The SPA provides for the ability for other Local Authorities and Further Education Institutions (**Joining Participants**) named in the OJEU Notice published 11th July 2019 to enter into the SPA on the same terms and conditions as the existing Participants (**Continuing Participants**). In order to access the SPA, the Joining and Continuing Participants are required to execute the Deed of Adherence, a template of which is attached to the SPA at Schedule 10.
- 2.2 The Deed of Adherence is short and simple document, where a Joining Participant agrees with the Continuing Participants and WEPCo that with effect from the date of its execution, it is bound by the existing terms of the SPA (please see separate summary paper on the Strategic Partnering Agreement).

3. WHAT INFORMATION DOES THE DEED OF ADHERENCE REQUIRE?

- 3.1 The Deed of Adherence sets out certain key details of the Joining Participants. The Continuing Participants have already provided the same key details on execution of the SPA. These are as follows:
 - i) Full name and position of the person appointed to be the Participant Representative (who in the first instance shall be the representative on the Strategic Partnering Board (please see separate guidance paper on the Strategic Partnering Board) (Clause 12.1 of the SPA);
 - ii) Where WEPCo has subcontracted the Partnering Services to a Partnering Subcontractor, full name and address of the person to whom non-payment of invoices of the Partnering Subcontractor should be directed (Clause 28.5.2 of the SPA);
 - iii) Full name, position and email address for service of notice (Clause 40.1.2 of the SPA);
 - iv) Full postal address for service of notice (Clause 40.1.2 of the SPA); and
 - v) Position of person to whom dispute resolution escalation points should be referred (if dispute cannot be resolved through consultation in good faith) e.g. the Chief Executive (Section 3.2, Schedule 22 of the SPA).
- 3.2 The Deed of Adherence will be executed as a deed, and will therefore require execution under seal in accordance with each Participant's internal governance arrangements. There is no requirement to re-execute the SPA for Continuing Participants.

4. WHAT DOES COMPLETION OF THE DEED OF ADHERENCE MEAN FOR PARTICIPANTS?

- 4.1 Completion of the Deed of Adherence **will not change the terms and conditions of the SPA in any way, save for adding more named parties to the list of Participants.**
- 4.2 Joining Participants will enjoy the same benefits from being party to the SPA as the Continuing Participants (please see separate summary paper on the Strategic Partnering Agreement).