

BRIDGEND COUNTY BOROUGH COUNCIL

REPORT TO CABINET

21 JULY 2020

REPORT OF THE CORPORATE DIRECTOR – EDUCATION AND FAMILY SUPPORT

SCHOOL MODERNISATION PROGRAMME - BAND B

MUTUAL INVESTMENT MODEL, WELSH EDUCATION PARTNERSHIP – STRATEGIC PARTNERING AGREEMENT

1. Purpose of report

- 1.1 This report provides an update on governance arrangements for the Mutual Investment Model (MIM), and requests that Cabinet:
 - (a) Notes the progress of the Preferred Bidder Stage of the Competitive Dialogue Procedure under the Public Contracts Regulations 2015, as outlined in this report;
 - (b) Approves the entering into of the Strategic Partnering Agreement with the Welsh Education Partnership Co (WEPco) to facilitate the delivery of education and community facilities;
 - (c) Approves the Strategic Partnering Agreement so as to give effect to (b) and (d) below;
 - (d) Gives delegated authority to the Corporate Director, Education and Family Support, after consultation with the monitoring officer and Section 151 officer:
 - (i) To approve the final terms of the Strategic Partnering Agreement, including any amendments as may be necessary, for reasons including but not limited to finalising any outstanding areas; and
 - (ii) To approve any further deeds and documents which are ancillary to the Strategic Partnering Agreement;
 - (e) Notes that in agreeing to the Strategic Partnering Agreement, it is not being asked to decide to proceed with any Pathfinder Project. Any decision to proceed with a Pathfinder Project will be reported back to Cabinet in future report(s) for decision.
 - (f) Approves the appointment of Cllr Dr Charles Smith, Cabinet Member for Education and Regeneration as ‘Participant Representative’ to sit on the Strategic Partnering Board (SPB).

2. Connection to corporate well-being objectives/other corporate priorities

- 2.1 This report assists in the achievement of the following corporate well-being objectives under the **Well-being of Future Generations (Wales) Act 2015**:-
- **Supporting a successful sustainable economy** - taking steps to make the county borough a great place to do business, for people to live, work, study and visit, and to ensure that our schools are focused on raising the skills, qualifications and ambitions of all people in the county borough.
 - **Smarter use of resources** – ensure that all resources (financial, physical, ecological, human and technological) are used as effectively and efficiently as possible and support the creation of resources throughout the community that can help deliver the Council's well-being objectives.
- 2.2 On 3 March 2015, Cabinet approval was received for the Council to adopt revised principles as a framework for school organisation in Bridgend. Five key principles were set out to inform the organisation and modernisation of our schools. These are:
- commitment to high standards and excellence in provision;
 - equality of opportunity, so that all pupils can access quality learning opportunities, regardless of which school they attend;
 - inclusive schools, which cater for the learning needs of all their pupils;
 - community-focused schools, where the school actively engages with its local community; and
 - value for money.
- 2.3 The Policy and Planning Framework sets out 17 areas where these principles should be applied in practice.
- 2.4 The principles which are particularly relevant in the context of Band B are:
- the size of primary schools (to ensure that “all Bridgend’s primary schools are large enough to make the full range of necessary provision”); and
 - value for money, efficiency and effectiveness (“narrowing the gap between the most and the least expensive provision currently”).

3. Background

- 3.1 A revised Band B Strategic Outline Programme (SOP) was submitted to Welsh Government (WG) in July 2017. In October 2017, Cabinet was presented with a report detailing the outcome of the completed strategic review in relation to school modernisation, and gave approval to discontinue the original Band B schemes approved in November 2010. Cabinet also approved the revised 2017 Band B SOP, which detailed the following projects to be taken forward:
- Bridgend North East (primary)
 - Bridgend South East (primary)
 - Bridgend West – Welsh-medium (primary)
 - Bridgend West – English-medium (primary)

- Bridgend Special School
- 3.2 On 6 December 2017, the WG Department for Education gave ‘approval in principle’ for Bridgend’s second wave of investment, which had an estimated programme envelope cost of £68.2m.
- 3.3 The MIM was formally launched by WG 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 Public Private Partnership structures, but with the following core principles embedded:
- an emphasis on wider community benefits;
 - enhanced stakeholder involvement;
 - public sector equity investment;
 - no soft services; and
 - effective and efficient contract management by the public sector.
- 3.4 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. At the end of the contract the asset reverts to the Council.
- 3.5 WG has been procuring a private sector partner to work with it on the delivery of education and community facilities in Wales, through the MIM process, under the 21st Century Schools and Colleges Programme. It will be the only means of delivering revenue funded Band B projects. WG is in the process of appointing a private sector partner. The successful private sector partner and a subsidiary of the Development Bank of Wales will be required to form Welsh Education Partnership Co (WEPco), which will deliver infrastructure services to the Participants in Wales.
- 3.6 In March 2019, following WG’s review of the MIM funding option in relation to its suitability for delivering certain schemes and their revised intervention rates, Cabinet determined that two primary school schemes should be delivered via this funding model. Legal Services were instructed to review WG’s MIM documentation and upon conclusion, confirmed that the safest option for the authority in progressing schemes via MIM would be to confirm a willingness to be named in the contract notice. A letter of intent was duly signed by the then Interim Chief Executive and submitted to WG.
- 3.7 In January 2020, Cabinet were advised that WG had published the MIM contract notice on 9 July 2019 via Sell2Wales (and OJEU) and had shortlisted bidders and in October 2019, WG had commenced dialogue with three

companies with a view to appointing one as the MIM Private Sector Delivery Partner (PSDP). Cabinet formally approved that the two Bridgend West schemes would be funded via MIM.

4. Current situation

4.1 The Strategic Partnering Agreement (SPA)

The Participants to the arrangements will be a number of local authorities and further education institutions. The Participants and WEPCo will enter into a Strategic Partnering Agreement (SPA) (Appendix 1). The SPA 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. The SPA is due to be executed in September 2020.

- 4.2 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
 - project development and delivery;
 - supply chain assembly and management; and
 - other professional services necessary to fund and deliver education and community facilities.
- 4.3 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:
 - 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 the agreement (Partnering Services) of the SPA; and
 - 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 SPA.
- 4.4 '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.
- 4.5 Participants may ask WEPCo to provide on a non-exclusive basis:
 - 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;

- Strategic Support Partnering Services (such as estate planning, service planning and demonstrating value for money);
 - Project Development Partnering Services in respect of potential New Projects, which are not ‘Qualifying Projects’, but requested by a Participant;
 - Ongoing Partnering Services and/or Project Development Partnering Services after ten years, where the initial term of the SPA has been extended; and
 - Project Services in respect of Qualifying Projects which become ‘Approved Projects’ after 10 years, where the initial term of the SPA has been extended.
- 4.6 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.
- 4.7 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. Appendix 2 provides a more detailed summary of the SPA.
- 4.8 The SPA commits the Participants and WEPCo to work to the following nine key principles:
- to develop close working relationships between WEPCo and the Participants at all levels;
 - to focus on achieving the best value for money operational performance within agreed timescales;
 - 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;
 - to recognise each other’s needs, constraints, limitations, capabilities, roles and responsibilities to achieve mutually beneficial outcomes;
 - 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;
 - 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;
 - 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;

- to develop openness and trust in a transparent information and data sharing environment; and
- 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.

4.9 The Strategic Partnering Board (SPB)

The SPB is the guardian vehicle of these commitments, and will act as the primary mechanism for managing WEPCo's performance. The SPB will be the central forum in which the Participants can work together with WEPCo, WG and stakeholder representatives to ensure that the key principles of the SPA are met. Participant representation will be required on the SPB.

4.10 The SPB's role will be 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).

4.11 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.

4.12 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.

- 4.13 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.

- 4.14 It is proposed that Cllr Dr Charles Smith, Cabinet Member for Education and Regeneration will be the authority's representative on the SPB.

4.15 Pathfinder Projects

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 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.

- 4.16 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 (a two-stage approval process). The approval process shall only apply in relation to 'Qualifying Projects' regardless of whether the period of ten years from the commencement date has expired.

- 4.17 WEPCo will work with Participants to develop local delivery plans (addressing Participants' requirements) which will form part of the annual 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.

- 4.18 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.

- 4.19 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 new project including a Pathfinder Project, and to enter into a Project

Agreement, would require further Council approval and reports will be brought back to Cabinet for determination accordingly.

4.20 What Happens If Approval Is Not In Place By September 2020?

Local authorities and further education institutions are strongly encouraged to sign up to the arrangements with WEPCo via the SPA 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.

- 4.21 It is recognised that Cabinet is being asked to agree to enter into the SPA before WG has appointed a preferred bidder. As such, the SPA document is not yet in its final form. Whilst it is not envisaged that the draft SPA will change substantially once a preferred bidder is approved, it is recommended that delegated authority is given to the Council's Corporate Director, Education and Family Support, after consultation with the monitoring officer, to agree the final terms of the SPA and make any necessary minor amendments to it, should these be required.
- 4.22 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.
- 4.23 Whilst there is a mechanism within the SPA that will allow for those Participants (named in the OJEU) to sign up after September 2020 by way of a deed of adherence (DoA), this will create several complexities:
 - Where any Participant is to sign the DoA this will require all existing parties to re-execute the SPA. This will require all Participants to take further decisions to re-enter the SPA, creating delays in the delivery of Pathfinder Projects;
 - Where any Participant is not signed up to the SPA by the September 2020 deadline, it is unlikely that they will have a Pathfinder Project or be included in the first Annual Business Plan of WEPCo. This will cause delays in the delivery of any education project; and
 - There may be a procurement risk in entering into the DoA, based on time elapsed argument, if the DoA is not entered into within 6 months.

4.24 Potential Procurement Risk

If a Participant were to choose not to sign the SPA or 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. Similarly, with regards to 21st Century Schools and Colleges Band B funding, if a Participant were to choose not to sign the SPA or 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.

4.25 Should for example, a Participant secure MIM Band B funding at a later date 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 SPA or 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. It is therefore recommended that Cabinet approve entering into the SPA as set out this report to ensure that the SPA can be completed in the autumn as planned and that the Council is able to utilise the SPA from its go-live date.

4.26 The Procurement Process

WG is engaged in a competitive dialogue tender process working to the procurement timetable as at Table 1. The aim of the competitive dialogue procedure is to enable the WG as the contracting authority to ‘identify the solution or solutions which are capable of meeting its needs’. Comprehensive dialogue has been held with each of the Bidders during the Dialogue Process.

- 4.27 On 14 February 2020 three Draft Bids were received. These were reviewed and comments sent back on the Draft Bid submissions to inform the next stage of dialogue. On 20 February a ‘meet the Bidders’ event was held at the Welsh Government offices in Cardiff, it was well attended by Participants and other Stakeholders.
- 4.28 The final intensive stage of Dialogue known as ‘boot camp’ was due to commence at the Principality Stadium on Monday 16 March 2020. However, due to the ensuing events with the Covid-19 pandemic, the decision was taken to delay the start of boot camp to make arrangements for it to be conducted remotely. Following two weeks of very intensive remote engagement activity separately with the three bidders (which included involvement from bid team members based across Europe) at 18.30 hrs on 3 April 2020 WG successfully Closed Dialogue and invited Final Bids in line with the original procurement programme.
- 4.29 Bidders submitted their Bids by 12 noon on 27 April 2020 and compliant Final Tenders were received from the three bidders. Appointment of the Selected Bidder is expected to take place in accordance with the timetable set out in the following table.

Table 1

Matter	Date(s)
Issue of invitation to participate in dialogue and submit bid	21 October 2019
Commencement of Dialogue with Bidders	28 October 2019
Christmas Break	18 December 2019 - 5 January 2020

Continuation of Dialogue with Bidders	6 January 2020
Return of Draft Bid	17:00 hours 14 February 2020
Recess	17 February 2020 - 13 March 2020
Boot Camp	16 March 2020 - 3 April 2020
Close of Dialogue	3 April 2020
Return of Bids	12:00 noon 27 April 2020
Evaluation of Bids and approvals	27 April 2020 - 30 June 2020 (original timescale 3 July 2020)
Appointment of Selected Bidder	30 June 2020 (original timescale 3 July 2020)
Standstill	1 July 2020 – 10 July 2020
Following formation of WEPCo, signature of WEPCo Shareholders' Agreement	September 2020
Signature of Strategic Partnering Agreement	September 2020

This report was drafted during the standstill (Alcatel) period; WG had reported that all bidders had been advised of the outcome of the evaluation.

4.30 Legal Implications

- 4.31 Approval to enter into the Strategic Partnering Agreement (SPA) is an executive function requiring a decision of the Cabinet.
- 4.32 To enter into and participate in the SPA referred to in this report, the Council will be relying upon a number of statutory powers:
 - (i) the “well-being” powers contained in section 2 Local Government Act 2000;
 - (ii) powers contained in the Education Acts 1996 and 2002
 - (iii) the “incidental” provisions of section 111 Local Government Act 1972.
- 4.33 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

- 4.34 In exercising this power the Council has had regard to the requirements of the Well-Being of Future Generation (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.
- 4.35 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.
- 4.36 Entering into the SPA does not bind the Council in any way. However, the Council will be required to appoint a representative to act on its behalf in relation to the SPA. 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.
- 4.37 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 Cabinet pursuant to Part 3.1 of the Constitution.
- 4.38 It is noted that formal approval to proceed to deliver any new project including a Pathfinder Project, and to enter into associated legal documentation to facilitate the same including a Project Agreement, would require further approval of the Cabinet.
- 4.39 The SPA is to be executed as a deed and attested in accordance section 14.05 of the Constitution.

5. Effect upon policy framework and procedure rules

- 5.1 There is no effect upon the policy framework or procedure rules.

6. Equality Impact Assessment

- 6.1 An initial screening has been undertaken for MIM, the outcome of which indicates that a full Equality Impact Assessment will be required prior to any formal decision in terms of a specific proposals.

7. Well-being of Future Generations (Wales) Act 2015 implications

- 7.1 The well-being goals identified in the Act were considered in the preparation of this report. It is considered that there will be no significant or unacceptable impacts upon the achievement of well-being goals/objectives as a result of this report.

8. Financial implications

- 8.1 This report seeks approval to enter into the SPA. There is no financial consequence to this (agreeing to the Strategic Partnering Agreement is not being asked to decide to proceed with any Pathfinder Project. Any decision to proceed with a Pathfinder Project will be reported back to Cabinet in future report(s) for decision). However, it is important to note that the MIM schools, if progressed to completion, will result in revenue budget pressures, which will be considered as part of the Medium Term Financial Strategy. At this stage in the process, it is anticipated that the first school will be occupied from 2022-2023 onwards and therefore it is likely that these pressures will come into effect within that financial year, subject to the successful outcome of the ongoing feasibility study and a statutory process in respect of the School Organisation Code.

9. Recommendations

- 9.1 It is recommended that Cabinet:

- (a) Notes the progress of the Preferred Bidder Stage of the Competitive Dialogue Procedure under the Public Contracts Regulations 2015 as outlined in this report;
- (b) Approves the execution, delivery and performance of the Strategic Partnering Agreement with the Welsh Education Partnership Co in September 2020 to facilitate the delivery of a range of infrastructure services and the delivery of education and community facilities;
- (c) Approves the Strategic Partnering Agreement at Appendix 1 and summarised at Appendix 2 of this report so as to give effect to recommendation (b), subject to recommendation (d) below;
- (d) Gives delegated authority to the Corporate Director, Education and Family Support, after consultation with the monitoring officer and Section 151 officer:
 - (iii) To approve the final terms of the Strategic Partnering Agreement, including any amendments to the Strategic Partnering Agreement approved here as may be necessary, for reasons including but not limited to finalising any outstanding areas; and
 - (iv) To approve any further deeds and documents which are ancillary to the Strategic Partnering Agreement;
- (e) Notes that in agreeing to the Strategic Partnering Agreement, it is not being asked to decide to proceed with any Pathfinder Project, and that nothing within the Strategic Partnering Agreement commits the Council to make any such commitment. Any decision to proceed with a Pathfinder Project will be reported back to Cabinet in future report(s) for decision.

- (f) Approves the appointment of Cllr Dr Charles Smith, Cabinet Member for Education and Regeneration as 'Participant Representative' to sit on the Strategic Partnering Board (SPB).

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Background documents

Cabinet Report (2 November 2010): "THE SCHOOL MODERNISATION PROGRAMMEOVERVIEW AND BRIDGEND'S 21ST CENTURY SCHOOLS' STRATEGIC OUTLINE PROGRAMME SUBMISSION TO WELSH ASSEMBLY "

Cabinet Report (1 September 2015): "STRATEGIC REVIEW INTO THE DEVELOPMENT AND RATIONALISATION OF THE CURRICULUM AND ESTATE PROVISION OF PRIMARY, SECONDARY AND POST-16 EDUCATION"

Cabinet Report (3 October 2017): "SCHOOL MODERNISATION PROGRAMME – BAND B (2019-2024)"

Cabinet Report (30 January 2018): "SCHOOL MODERNISATION PROGRAMME – BAND B"

Cabinet Report (19 March 2019): "SCHOOL MODERNISATION PROGRAMME – BAND B"

Council Report (20 March 2019): "SCHOOL MODERNISATION PROGRAMME – BAND B"

Exempt Cabinet Report (21 January 2020): "SCHOOL MODERNISATION PROGRAMME – BAND B"

Appendices

Appendix 1: Strategic Partnering Agreement

Appendix 2: Strategic Partnering Agreement Summary

Appendix 3: Strategic Partnering Board Summary