

Dear xxx

Environmental Information Regulations Request: Community Benefits New Velindre Cancer Centre (CORP 2025 – 047)

Thank you for your request for information which the Trust received on 2nd March 2025.

Your Request:

1. *A copy of parts of the MIM contract between the Velindre NHS Trust and Sacyr that relates specifically to community benefits.*
2. *Any other document that details the community benefits required of Sacyr during the life of the MIM contract, including the KPIs.*

Please find the Trust's response below:

1. **A copy of parts of the MIM contract between the Velindre NHS Trust and Sacyr that relates specifically to community benefits.**

Please see Appendix 1 below.

2. **Any other document that details the community benefits required of Sacyr during the life of the MIM contract, including the KPIs.**

Information relating to activity undertaken regarding community benefits and social value is shared by Acorn Velindre Limited on the Project website at <https://newvelindre.info/news>

I trust this answers your request for information, however, should you not be satisfied with the information supplied or the process of supplying it, you have a right to complain and request a review. Please note that you must submit a request for a review within 40 days of the date of this letter.

You should forward your complaint to:

Mr Ian Bevan via FOI.VUNHST@wales.nhs.uk
Head of Information Governance
Velindre University NHS Trust
2, Charnwood Court
Heol Billingsley
Parc Nantgarw
Cardiff
CF15 7QZ

Mae Ymddiriedolaeth GIG Prifysgol Felindre yn hapus i dderbyn gohebiaeth yn y Gymraeg neu'r Saesneg.
Velindre University NHS Trust is happy to receive communication in Welsh or English.



Pencadlys Ymddiriedolaeth GIG Prifysgol Felindre
Velindre University NHS Trust Headquarters
2 Cwrt Charnwood
Heol Billingsley
Parc Nantgarw
Caerdydd/Cardiff
CF15 7QZ
Ffôn/Phone : (029) 20196161
<https://velindre.nhs.wales>

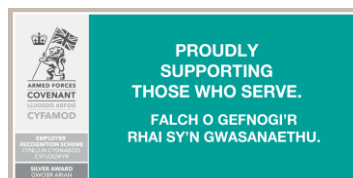
Should you wish to take your complaint further, if you are still unhappy with the decision after review, you can contact the:

Information Commissioner's Office - Wales
2nd Floor,
Churchill House,
Churchill Way,
Cardiff,
CF10 2HH
Telephone: 0330 414 6421
email: wales@ico.org.uk

Yours sincerely

Non Gwilym
Interim Director of Corporate Governance
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2 Charnwood Court
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SCHEDULE 29
COMMUNITY BENEFITS

SECTION 1
AUTHORITY'S COMMUNITY BENEFITS REQUIREMENTS

Part 1 - Authority's Community Benefits Requirements

In this Section 1 of Schedule 29 (*Authority's Community Benefit Requirements*), unless the context otherwise requires:

- 1.1 **"Apprentice"** means either or both of Apprentice (new) or Apprentice (existing);
- 1.2 **"Apprentice (existing)"** means an individual already undertaking a vocational construction skills training course leading to the award of a National Vocational Qualification (NVQ) Level 2 or equivalent qualification;
- 1.3 **"Apprentice (new)"** means a new entrant individual undertaking a vocational construction skills training course leading to the award of a National Vocational Qualification (NVQ) Level 2 or equivalent qualification;
- 1.4 **"Community Engagement"** means any Project Co communication or interaction with the community which may include (but is not limited to) the circulation of newsletters, presentations or meetings with community groups;
- 1.5 **"Community Initiatives"** means an initiative leaving a lasting legacy within the community, including (but not limited to) regeneration, the Welsh language and culture and community cohesion;
- 1.6 **"Disadvantaged Worker"** means a sustainable job for an individual who:
 - 1.6.1 is between 15 and 24 years of age; or
 - 1.6.2 has not attained an upper secondary educational or vocational qualification (International Standard Classification of Education 3) or is within two years after completing full-time education and who has not previously obtained his or her first regular employment; or
 - 1.6.3 is over the age of 50 years; or

- 1.6.4 lives as a single adult with one or more dependents; or
- 1.6.5 works in a sector or profession in the United Kingdom where the gender imbalance is at least 25% higher than the average gender imbalance across all economic sectors in the United Kingdom and belongs to that under-represented gender group; or
- 1.6.6 is a member of an ethnic minority within the United Kingdom and who requires development of his or her linguistic, vocational training or work experience profile to enhance the prospects of gaining access to employment;
- 1.7 **"KPI"** means a key performance indicator;
- 1.8 **"Monthly CB Report"** means summary of outcomes delivered against KPIs, including a free text summary of activity to date and planned activity. Report to include a case study and summary evidence, e.g. photographs, together with any mitigations to address shortfalls in delivery (if applicable)
- 1.9 **"NEET/LT Unemployed"** means a sustainable job for an individual who has not been in regular paid employment and has been out of full time education or training, in each case for the previous six (6) consecutive months or more;
- 1.10 **"Person Weeks"** means the employment of a person for five days (or 40 hours) in connection with the Project, either on the Site or as otherwise agreed by the Authority;
- 1.11 **"Pupil Interactions"** means an interaction with one school pupil for a minimum of one hour in a structured group environment for a lesson, assembly or similar educational activity (for example a lesson of one hour for 30 pupils equals 30 Pupil Interactions);
- 1.12 **"Small and Medium-sized Enterprise"** or **"SME"** means small and medium sized enterprises that are legally independent, have a turnover of no more than fifty million Pounds Sterling (£50,000,000) and have no more than 250 employees;
- 1.13 **"STEM"** means science, technology, engineering and maths;
- 1.14 **"School Engagement (STEM)"** means STEM careers related engagement with school pupils, including but not limited to attendance at career fairs or interviews and delivered in person or on a virtual basis, but excluding School Engagement (STEM) - Pupil Interactions; and
- 1.15 **"School Engagement (STEM) - Pupil Interactions"** means STEM Pupil Interactions.

The Authority requires Project Co to deliver tangible and measurable community benefits linked to the subject-matter of the Agreement (within the meaning of Regulation 67(5) of the Public Contract Regulations 2015), with particular focus on achieving the objectives of the Well-being of Future Generations (Wales) Act 2015 and the Authority's own goals developed in accordance with its duties under the Well-being of Future Generations Act (it's "**Well-being Goals**"). Central to this requirement, is therefore that Project Co delivers:

1. *Benefits that support and align with the following Welsh Government primary policy objectives:*

- Recruitment and training of unemployed and economically inactive people.
- Creating new apprenticeships, particularly for young people aged 16-24 who are NEET/LT Unemployed or a Disadvantaged Worker, and providing opportunities for experience for existing apprentices.
- Developing supply chain initiatives that support opportunities for SMEs and social enterprises.
- Minimising adverse environmental impact of the Project and, wherever possible, making a positive impact on the environment and, by extension, the health and wellbeing of local people.
- Delivering educational initiatives, such as engagement with local schools on the promotion of STEM subjects, and career workshops on trades and professional services encompassed within the Project Operations.
- Maximising engagement with the third sector.
- Delivering community initiatives, to support community engagement, regeneration, the Welsh language and culture and community cohesion.

2. *Benefits that support and align with the Authority's own Well-being Goals, being:*

- Reduce health inequalities – make it easier to access the best possible healthcare when it is needed and help prevent ill health by collaborating with the people of Wales in novel ways.
- Improve the health and well-being of families across Wales by striving to care for the needs of the whole person.
- Create new, highly skilled jobs and attract investment by increasing our focus on research, innovation and new models of delivery.
- Deliver bold solutions to the environmental challenges posed by our activities.
- Bring communities and generations together through involvement in the planning and delivery of our services.
- Demonstrate respect for the diverse cultural heritage of modern Wales.

- Strengthen the international reputation of the Authority as a centre of excellence for teaching, research and technical innovation whilst also making a lasting contribution to global well-being.

Such community benefits shall, as a minimum, include achievement of the Authority's Community Benefit Requirement KPIs set out in Part 2 of this Section 1 of Schedule 29 (*Community Benefits*) and such other benefits as are described as ACBR Enhancements and/or Additional Community Benefit Project Co Proposals in Project Co's Community Benefit Method Statements within Part 2 of Section 2 (*Project Co's Community Benefit Method Statements*) of this Schedule 29 (*Community Benefits*) and Clauses 29.10 and 29.12 of the Agreement.

The Authority requires all Additional Community Benefit Project Co Proposals to be tangible and measurable community benefits, linked to the subject-matter of the Agreement. These Additional Community Benefit Project Co Proposals are described in the table at Part 1 of Section 2 (*Project Co's Community Benefit Method Statements*) of Schedule 29 (*Community Benefits*) and methodologies for their implementation are set out in Part 2 of Section 2 (*Project Co's Community Benefit Method Statements*) of Schedule 29 (*Community Benefits*). Such proposals must align with the key policy objectives outlined at 1 and 2 above and should also include consideration of one or more of the Authority's indicative aspirations for this particular Project, being:

- Proposals that make use of local themed art and design and Welsh culture and language, to enhance the design and healing environment of the Facilities and are delivered in a manner that achieve key policy objectives for community benefits.
 - This could include, for example, support for community arts and culture projects, and / or engagement with local schools or community groups (such as Scouts and Guides). Such initiatives can deliver an improved environment, promote literacy, education, learning, and cultural engagement or support for local artists.
- Initiatives that facilitate the ongoing use of the Facilities and grounds for community purposes.
 - This could include delivery of 'free' space within the Facilities that could be designed, constructed and maintained by Project Co for use for community activities at no charge, but is subject exclusively to the community benefit regime and the application of Clauses 29.9 to 29.14 (and not, for the avoidance of doubt the Payment Mechanism or termination provisions in the Agreement). Such space may include indoor space, as well as outdoor hard-standing space to facilitate opportunities for SME traders to use the space to trade (such as pitches for fruit and vegetable sellers, monthly outdoor / indoor food or farmers markets, or pop-up café initiatives, run and supplied by SMEs). Such initiatives can foster participation and cohesion, engagement with local people, including children and young people (through schools or community groups), and support for the third sector, through the provision of free / low cost space to use for activities.
 - This could also include the promotion of healthy living and use of outside spaces, through the provision and maintenance by Project Co of outdoor gym equipment (again subject exclusively to the community benefit regime and the application of Clauses 29.9 to 29.14 and not, for the avoidance of doubt, the Payment Mechanism or termination provisions in the Agreement) and / or facilitating the future development of community flower and vegetable gardens through the provision of additional landscaping works outwith the scope of the Works.

- Active participation in the local community through the commitment of personnel time, engagement and consultation and /or the creation of work experience, training or graduate recruitment.
 - This could include working with partners such as the Authority, the County Council of the City and County of Cardiff, Welsh Government and other stakeholders supporting community initiatives, and supporting efforts to manage the impacts of the Project Operations on local residential areas.
 - This could also include identifying opportunities to provide and make use of Project Co time and expertise within the community, for example by developing a time bank to provide contributions to community initiatives, activity in local schools (such as Coryton Primary School, and others in the local area) on subjects relevant to the Project Operations.
 - This could include graduate recruitment or training or work placements.
- Promotion of open and accessible supply chains that provide opportunities for SMEs and social enterprises to bid for work.
 - This could include for example specified hours devoted to "Meet the Buyer" events or supporting and mentoring start-ups.
- Opportunities to minimise the environmental impact of the Project and to promote environmental benefits.
 - This could include, for example, habitat provision through additional landscaping works outwith the scope of the Works.

Project Co shall ensure that the requirements in this Schedule 29 (*Community Benefits*) shall fulfil and be compatible with all applicable Law relating to equality, non-discrimination, openness and transparency, and these requirements are to be read and construed in such a manner.

Each of the Authority's Community Benefit Requirement KPIs shall be monitored and reported independently. An individual may be counted in multiple categories as follows:

- An Apprentice who is a NEET/LT Unemployed or a Disadvantaged Worker may be recorded in both the Apprentice KPI and the NEET/LT Unemployed KPI or NEET/LT Unemployed or Disadvantaged Worker KPI.

To comply with Data Protection Laws, Project Co shall obtain from each new entrant trainee on the register a signed statement authorising the release of personal data (as defined by Data Protection Laws) to the Authority for the purposes of contract monitoring.

The Authority shall have the right to undertake audits in relation to community benefits in accordance with Clause 64 (*Information and Audit Access*) and Schedule 19 (*Record Provisions*).

If the Authority becomes aware of circumstances which may result in non-compliance by Project Co of any community benefit the Authority may serve notice on Project Co to rectify such potential non-compliance.

Project Co shall:

- advertise SME/supply chain opportunities in the sell2wales portal; and
- participate in "Meet the Buyer" events.

Project Co shall provide the monitoring information required under Clauses 29.10.2 and 29.12.2 in the form of the Dashboard Template. Such information shall include, but not be limited to:

- delivery performance to date against the planned delivery profile set out in Section 2 Part 2 (*Project Co's Community Benefit Method Statements*) of Schedule 29 (*Community Benefits*); and
- mitigation proposals for delivery of any community benefits which are more than ten per cent (10%) behind the planned delivery profile.