

MEMORANDUM OF UNDERSTANDING

between

The Senedd Commission

and

The Children's Commissioner for Wales

This agreement is dated 22 November 2025

Parties

- (1) The Senedd Commission of Ty Hywel, Cardiff Bay, Cardiff CF99 1SN (**Commission**)
- (2) The Children's Commissioner for Wales of Llewellyn House, Harbourside Business Park, Harbourside Road, Port Talbot SA13 1SB (**Children's Commissioner**)

1. Background

- 1.1 The Commission is the corporate body for Senedd Cymru.
- 1.2 The Children's Commissioner is a corporation sole with the principal aim of safeguarding and promoting the rights of children in Wales in accordance with Part 5 of the Care Standards Act 2000.
- 1.3 The Commission is the corporate body responsible for running the Welsh Youth Parliament (**WYP**) which was established in 2018. The Children's Commissioner actively supported the formation of the WYP, and has regularly engaged with and participated in the work of the WYP since its establishment.
- 1.4 The Commission and the Children's Commissioner have agreed to formalise the way that they engage with each other in relation to the WYP.

- 1.5 The parties wish to record the basis on which they will collaborate with each other on the Project. This Memorandum of Understanding (**MoU**) sets out:
- (a) the shared aims and strategies;
 - (b) the principles of collaboration;
 - (c) the governance structures the parties will put in place; and
 - (d) the respective roles and responsibilities the parties will have during the Project.

2. Shared aims and strategies for the project

The parties shall undertake the Project to achieve the shared aims and strategies set out below:

Aim	Strategy
Deliver representation of diverse groups of young people within the WYP.	<p>The Children’s Commissioner will support the selection of official WYP partner organisations by advising the Llywydd, who is responsible for the decision of selecting groups. In practice this will involve:</p> <ul style="list-style-type: none"> - The Children’s Commissioner providing relevant research and evidence to the Commission or Senedd Cymru relating to groups that the Children’s Commissioner believes to be under-represented within their own evidence and engagement. - The Children’s Commissioner attending meetings with Commission officials and the Llywydd to inform discussions regarding the balance of proposed organisations in terms of wider representation to the WYP. - The Senedd Commission will have sole responsibility for selecting partner organisations, and the Children’s Commissioner’s role will be purely advisory.
Support Members of the WYP (WYPMs) by providing relevant evidence and data to inform their work, in line with all applicable data protection legislation.	<p>The Children’s Commissioner will share data with WYPMs including the State of the Nation Report, and Ambitions for Wales findings, as well as the Children’s Commissioner’s current strategic plan and annual priorities.</p> <p>Once priorities are set by WYPMs, and relevant WYP committees are established, representatives from the Children’s</p>

	Commissioner's office will be invited to share relevant evidence with WYPMs on those relevant priority areas.
Promote engagement with the WYP.	The Children's Commissioner will: <ul style="list-style-type: none"> - Publicise consultation exercises by WYPMs, to help establish the WYPs three priority areas. - Encourage the youth advisory panel to respond to consultations run by the WYP. - Support engagement between the WYP and the youth advisory panel, where appropriate.
Hold the Welsh Government to account, whilst respecting and protecting each institution's independence.	<ul style="list-style-type: none"> - Where appropriate, committees of the WYP will be invited to consider including recommendations for the Children's Commissioner, as well as the Welsh Government, in their thematic reports. - The Children's Commissioner will include an update on implementation of recommendations from the WYP in its Annual Report & Accounts.
Continue to champion the work of the WYP, and ensure the WYPs priorities and recommendations are responded to effectively by Welsh Government, and that the recommendations are not lost when new WYPMs are elected.	<ul style="list-style-type: none"> - The Children's Commissioner will use their platform with the Welsh Government and the Senedd to champion the findings resulting from the WYP's work (such as report recommendations) and call for action where appropriate.
Avoid duplication between the Children's Commissioner and the WYP, and ensure effective engagement with young people to avoid consultation fatigue on topical matters. This includes collaboration with WYPMs and the Children's Commissioner's young people's advisory panel.	<p>Representatives of the Children's Commissioner, including its youth advisory panel, to:</p> <ul style="list-style-type: none"> - Attend WYP residential to provide a progress report on actions relating to WYP priorities and recommendations. - Share evidence with WYP committees on priority areas. <p>The Children's Commissioner will engage with the WYP to inform progress reports provided to the UN Committee on the Rights of the Child, which monitors progress made by states to deliver their human rights promises.</p>

3. Principles of collaboration

- 3.1 Both parties will adhere to statutory requirements and best practice.
- 3.2 Both parties will comply with applicable laws and standards including public procurement rules, data protection and freedom of information legislation.
- 3.1 Any data, research, and documentation shared between both parties will not contain any confidential or identifiable information. **Error! Bookmark not defined.**

4. Escalation

If either party has any issues, concerns or complaints about the Project, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of consultation.

5. Intellectual property

- 5.1 The parties intend that any intellectual property rights created in the course of the Project shall vest in the party whose employee created them.
- 5.2 Where any intellectual property right vests in either party in accordance with the intention set out in clause 5.1 above, that party shall grant an irrevocable licence to the other party to use that intellectual property for the purposes of the Project.

6. Term and termination

- 6.1 This MoU commences on the date of signature by both parties, and expires at the end of every WYP term. Arrangements for renewal of this MoU and any required amendments for future agreements will be discussed at this point.
- 6.2 Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time.

7. Variation

This MoU, including the Annexes, may only be varied by written agreement of the parties.

8. Charges and liabilities

- 8.1 Except as otherwise provided, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.
- 8.2 Both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions and neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

9. Status


- 9.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.
- 9.2 Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

10. Governing law and jurisdiction

This MoU shall be governed by and construed in accordance with the law of England and Wales as it applies in Wales and, without affecting the escalation procedure set out in clause 4, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of the Senedd Commission

Signature:



Name:

Elin Jones

Position:

Llywydd

Date:

4 March 2026

**Signed by the Children's Commissioner
for Wales**

Signature:



Name:

Rocio Cifuentes

Position:

The Children's Commissioner for Wales

Date:

6 March 2026

CONTACT POINTS

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