



Comisiynydd y  
Gymraeg  
Welsh Language  
Commissioner

**Memorandwm o Gyd-  
ddealltwriaeth  
rhwng  
Comisiynydd y Gymraeg  
a Chymwysterau Cymru**

**Memorandum of Understanding  
between  
Welsh Language Commissioner  
and Qualifications Wales**

## **1 Partïon**

1.1 Y partïon yw Comisiynydd y Gymraeg ("y Comisiynydd") a sefydlwyd gan Fesur y Gymraeg (Cymru) 2011 a Cymwysterau Cymru ("CC") a sefydlwyd gan Ddeddf Cymwysterau Cymru 2015.

## **1 Parties**

1.1 The Welsh Language Commissioner ("the Commissioner") was established by the Welsh Language (Wales) Measure 2011. Qualifications Wales ("QW") is a body established through the Qualifications Wales Act 2015.

## **2 Cyflwyniad**

2.1 Bwriedir i'r Memorandwm o Gyddealltwriaeth hwn ("MoGdd") gefnogi trefniadau gweithio effeithiol rhwng y Comisiynydd a CC. Drwy gydol y MoGdd hwn, cyfeirir at y Comisiynydd a ChC gyda'i gilydd gan ddefnyddio 'ni' ac fe ddefnyddir y termau 'ein' a 'ni' yn unol â hynny.

## **2 Introduction**

2.1 This Memorandum of Understanding (MoU) is intended to support effective working arrangements between the Commissioner and QW. Throughout this MoU, the Commissioner and QW will be referred to collectively as 'we' and the terms 'our' and 'us' will be used accordingly.

## **3 Nodau**

3.1 Mae'r MoGdd hwn yn cynnwys yr egwyddorion lefel uchel a fydd yn gwaelodoli'r berthynas rhyngom. Nis bwriedir iddo gynnwys pob manylyn y berthynas. Fe'i ddefnyddir i lywio'r berthynas, i osgoi, cyn belled ag y bo modd, dyblygu ymdrechion, camddealltwriaeth neu draweffaith

## **3 Aims**

3.1 This MoU sets out the high level principles that will underlie relations between us. It is not intended to cover every detail of our relationship. It will be used to guide relations, to avoid as far as possible duplication of effort, misunderstanding or unintended impact on third parties and on each other.

anfwriadol ar drydydd partïon ac ein gilydd.

3.2 Bwriedir i'r MoGdd hwn gefnogi trefniadau gweithio effeithiol rhyngom. Diben gweithio ar y cyd rhwng y Comisiynydd a CC yw i gefnogi ei gilydd i weithredu eu cyfrifoldebau mewn modd effeithlon ac effeithiol.

3.3 Budd y cyhoedd yng Nghymru dylai fod wrth wraidd pob cydweithio a ddeillia o'r Memorandwm hwn.

## **4 Rolau a chefnidir deddfwriaethol**

### **Comisiynydd y Gymraeg**

4.1 Caiff nod a swyddogaethau Comisiynydd y Gymraeg eu diffinio ym Mesur y Gymraeg (Cymru) 2011. Mae Atodlen 1 y Mesur yn darparu bod y Comisiynydd yn gorfforaeth undyn. Prif nod y Comisiynydd wrth arfer ei swyddogaethau yw hybu a hwyluso defnyddio'r Gymraeg. Wrth wneud hynny mae'n rhaid i'r Comisiynydd weithio tuag at gynyddu defnydd o'r Gymraeg yng nghyswllt darparu gwasanaethau, ynghyd â chynyddu cyfleoedd eraill i bersonau ddefnyddio'r Gymraeg. Wrth wneud hynny, mae disgwyl i'r Comisiynydd roi sylw i statws swyddogol y Gymraeg yng Nghymru ac i ddyletswyddau i ddefnyddio'r Gymraeg sydd wedi'u gosod drwy gyfraith, a'r hawliau sy'n deillio o allu gorfodi'r dyletswyddau hynny.

4.2 Mae dwy egwyddor ehangach yn sail i waith y Comisiynydd. Yn gyntaf yr egwyddor na ddylid trin y Gymraeg yn llai ffafriol na'r Saesneg yng Nghymru ac yn ail yr egwyddor y dylai personau yng Nghymru allu byw eu bywydau drwy gyfrwng y Gymraeg os ydynt yn

3.2 The MoU is intended to support effective working arrangements between us. The purpose of collaborative working between the Commissioner and QW is to support both organisations in effectively and efficiently carrying out their responsibilities.

3.3 All collaboration stemming from this Memorandum should have the benefit of the public in Wales at heart.

## **4 Roles and legislative background**

### **The Welsh Language Commissioner**

4.1 The Welsh Language Commissioner's aims and functions are defined within the Welsh Language (Wales) Measure 2011. The Measure provides that the Commissioner is a corporation sole. The principal aim of the Commissioner when exercising her functions is to promote and facilitate the use of the Welsh Language. In doing so Commissioner must work towards increasing the use of Welsh in the provision of services, and must work towards increasing other opportunities for persons to use the Welsh language. In doing so, the Commissioner must have regard to the official status of the Welsh language in Wales and duties to use the Welsh language that are imposed by law, and the rights which arise from the enforceability of those duties.

4.2 Two broad principles underpin the Commissioner's work. The first principle is that Welsh should not be treated less favorably than English in Wales and secondly, the principle that persons in Wales should be able to live their lives through the medium of Welsh if they

dymuno gwneud hynny.

4.3 Un o'r prif ddulliau y mae'r Comisiynydd yn ei ddefnyddio i geisio cyflawni'r brif nod hon yw drwy argymhell i Weinidogion Cymru bod safonau ymddygiad mewn perthynas â'r Gymraeg yn cael eu gwneud yn benodol gymwys i bersonau. Mae gan Weinidogion Cymru y pŵer i bennu safonau mewn rheoliadau, ac i awdurdodi'r Comisiynydd i roi hysbysiadau cydymffurfio i'r personau hynny. Drwy roi hysbysiad cydymffurfio, mae'r Comisiynydd yn ei gwneud hi'n ofynnol i berson gydymffurfio a'r safonau â bennwyd.

4.4 Mae adran 33, ynghyd ag atodlenni 7 ac 8 o Fesur y Gymraeg (Cymru) 2011 yn gwneud darpariaeth y gall personau neilltuedig sy'n darparu gwasanaethau i ddatblygu neu i ddyfarnu cymwysterau addysgol neu alwedigaethol (h.y. "Cyrff Dyfarnu") fod yn agored i gydymffurfio â safonau cyflenwi gwasanaethau a chadw cofnodion mewn perthynas â'r Gymraeg. Pe byddai rheoliadau yn cael eu cymeradwyo gan Weinidogion Cymru, gall y Comisiynydd, drwy roi hysbysiad cydymffurfio, ei gwneud hi'n ofynnol i Gyrff Dyfarnu gydymffurfio ag un neu fwy o'r safonau hynny. Mae gan y Comisiynydd hefyd bwerau i ymchwilio a yw person wedi methu cydymffurfio â safonau ac fe all gymryd camau ble bo methiant i gydymffurfio.

#### **Cymwysterau Cymru**

4.5 Mae Cymwysterau Cymru yn gorff a noddir gan Lywodraeth Cymru, mae'n annibynnol o'r Llywodraeth ac yn atebol i Gynulliad Cenedlaethol Cymru. Sefydlwyd CC gan Ddeddf Cymwysterau Cymru 2015 ("Deddf 2015") fel rheoleiddiwr cymwysterau nad ydynt yn raddau a'r system gymwysterau yng Nghymru mae Deddf

wish to do so.

4.3 One of the key means by which the Commissioner seeks to achieve her principal aim is by recommending to the Welsh Ministers that certain standards of conduct relating to the Welsh language ("Standards") are made specifically applicable to persons. The Welsh Ministers have the power to specify such standards in regulations and to authorise the Commissioner to issue compliance notices to those persons. By issuing a compliance notice, the Commissioner requires that person to comply with the specified standards.

4.4 Section 33, together with schedules 7 and 8, of the Welsh Language (Wales) Measure 2011 provide that qualifying persons who provide the public with services to develop or award educational or vocational qualifications, (i.e. "Awarding Bodies"), may be liable to be required to comply with service delivery and record keeping standards relating to the Welsh language. Should regulations be passed by the Welsh Ministers, the Commissioner may, by issuing a compliance notice, require Awarding Bodies to comply with one or more of these standards. The Commissioner also has powers to investigate whether a person has failed to comply with standards and may take action where there is a failure to comply.

#### **Qualifications Wales**

4.5 QW is a Welsh Government Sponsored Body, independent of government, and is accountable to the National Assembly for Wales. QW has been established through the Qualifications Wales Act 2015 ("the 2015 Act") as the regulator of non-degree qualifications and the qualifications system in Wales. The

2015 yn gwneud darpariaeth er mwyn galluogi CC i gydnabod Cyrff Dyfarnu, cymeradwyo cymwysterau penodol ac er mwyn gweithredu amryw swyddogaethau cysylltiedig.

4.6 Yn debyg i'r Comisiynydd, mae gan CC bŵer eang i weithredu mewn unrhyw ffordd y mae'n ystyried ei bod yn angenrheidiol neu'n briodol at ddibenion, neu mewn perthynas â, cyflawni ei swyddogaethau. Yn benodol, ble bo'n ystyried ei bod yn briodol gwneud hynny mewn cysylltiad ag unrhyw un neu ragor o'i swyddogaethau, gall CC gydweithio â pherson arall. Mae'n rhaid i CC weithredu mewn ffordd y mae'n ystyried yn briodol at ddiben cyflawni ei brif nodau: yn gyntaf, sicrhau bod cymwysterau, a system gymwysterau Cymru, yn effeithiol i ddiwallu anghenion rhesymol dysgwyr yng Nghymru; yn ail, hybu hyder y cyhoedd mewn cymwysterau ac yn system gymwysterau Cymru.

4.7 Wrth ystyried yr hyn sy'n briodol at ddiben cyflawni ei brif nodau, mae'n rhaid i Gymwysterau Cymru roi sylw (ymysg pethau eraill) dymunoldeb hyrwyddo a hwyluso'r defnydd o'r Gymraeg.

### **Diddordebau Cyffelyb**

4.8 Gan hynny, tra'n parchu ein rolau a cyfrifoldebau gwahanol, rydym yn cydnabod bod nifer o feysydd o ddiddordeb cyffelyb. O ganlyniad, mae'n bosib y bydd amgylchiadau ble ystyriwn y gall gweithio ar y cyd rhyngom fod y ffordd orau o'n galluogi i weithredu ein cyfrifoldebau statudol yn effeithiol ac effeithlon.

## **5 Statws**

5.1 Er nad yw'r MoGdd hwn yn

2015 Act provides for QW to be able to recognise Awarding Bodies, to approve certain qualifications and to exercise a variety of connected functions.

4.6 Like the Commissioner, QW has a broad power to be able to do anything that it considers necessary or appropriate for the purposes of, or in connection with, achieving its functions. In particular, where it considers it is appropriate in connection with any of its functions, QW may work jointly with another person. QW must act in a way which it considers appropriate for the purpose of achieving its own principal aims: first, to ensure that qualifications and the Welsh qualification system are effective for meeting the reasonable needs of learners in Wales; second, to promote public confidence in qualifications and in the Welsh qualification system.

4.7 In considering what is appropriate for the purpose of achieving those principal aims, QW must have regard to (amongst other things) the desirability of promoting and facilitating the use of the Welsh language.

### **Common Interests**

4.8 Accordingly, whilst respecting our distinctive roles and responsibilities, we recognise that there are a number of areas of common interest. Consequently, there may be circumstances where we consider collaborative working between us is the best way to enable us to discharge our statutory responsibilities effectively and efficiently.

## **5 Status**

5.1 Although this MoU is not legally

gyfreithiol-rwym ac ni fydd yn arwain at unrhyw hawliau neu rwymedigaethau i unrhyw barti, bwriedir iddo fod yn ddogfen weithiol sy'n ddarostyngedig i adolygiad yn wyneb unrhyw newidiadau, polisiau ac arferion gweithredol gan naill sefydliad.

5.2 Mae pob parti i'r MoGdd hwn yn gyfrifol am sicrhau y gweithredir ei fusnes yn unol â'i ofynion statudol ei hun a thrwy ddulliau sy'n gyson gyda'r cyd-ddealltwriaeth a gyfeirir atynt o fewn y ddogfen hon. Disgwylir y bydd y naill barti yn ceisio osgoi, ble bo'n bosibl, unrhyw weithred y mae'n ymwybodol fyddai'n rhagfarnu'n ormodol ar safbwynt y llall.

5.3 Rydym yn cydnabod y gall y Comisiynydd ei gwneud hi'n ofynnol i CC gydymffurfio â safonau'r Gymraeg, ac y gall y Comisiynydd gyflwyno argymhelliad ysgrifenedig i Weinidogion Cymru er mwyn gwneud safonau yn benodol gymwys i CC. Ni fydd yr MoGDD hwn yn effeithio ar ddyletswydd CC i gydymffurfio â'r safonau hynny. Yn yr un modd, nid yw'n effeithio ar allu'r Comisiynydd i orfodi cydymffurfiaeth gyda'r safonau hynny.

## 6 Perthynas waith

6.1 I gefnogi perthynas waith dda rhyngom, rhestrir isod sut y byddwn yn anelu i gydweithio:

- cydnabod a cheisio deall yn llawn cyfrifoldebau, strwythurau atebolrwydd a fframwaith deddfwriaethol gwahanol ein gilydd;
- anelu i esbonio a deall unrhyw wahaniaethau barn trwy drafod yn barhaus;
- bod yn ymwybodol o gyfleoedd i gydlynu trefnu gweithgareddau, megis prosiectau ymchwil, ble bo'n briodol a bod budd o wneud

binding and shall not give rise to any rights or liabilities for any party, it is intended to be a working document that will be subject to review in the light of changes to the organisational landscape, the policy of each organisation and operational practices.

5.2 Each party to this MoU is responsible for ensuring that its business is conducted in accordance with its own statutory requirements and in ways consistent with the understandings referred to in this document. It is expected that each party would seek to avoid where possible any action which it is aware would unduly prejudice the other's position.

5.3 We recognise that the Commissioner may require QW itself to comply with one or more Standards and that the Commissioner may recommend to Welsh Ministers in writing for standards to be made specifically applicable to QW. This MoU will not affect QW's duty to comply with such standards. Similarly, neither is the Commissioner's ability to investigate and enforce QW's compliance with such standards affected by this MoU.

## 6 Working relationship

6.1 To support ongoing good working relationships between us, we set out below how we will aim to work with each other:

- acknowledge and seek to fully understand each other's different responsibilities, accountability structures and legislative frameworks;
- aim through ongoing discussion to explain and understand the reasons for any differences of view;
- be mindful of the opportunities for co-ordinated scheduling of

- hynny;
- hysbysu ein gilydd mewn dull amserol ble mae'r tebygolrwydd caiff cyhoeddiadau a datblygiadau o bwys gan naill barti draweffaith ar brif feysydd gwaith y llall;
  - cynnal cyfarfodydd rheolaidd i hysbysu ein gilydd cyn gynted ag y bo modd o ddatblygiadau perthnasol o fewn ein meysydd o gyfrifoldeb ac os yn bosibl, cyn rhyddhau unrhyw adroddiadau, datganiadau i'r wasg, areithiau neu bolisiau;
  - ble bo'n bosib ac yn unol â gofynion statudol, rhannu gwybodaeth o flaen llaw ynghylch rhaglenni gwaith a fyddai o ddiddordeb i'r llall cyn i'r gwaith gychwyn;
  - gwahodd ein gilydd i ddigwyddiadau a gynhelir gennym a all fod o berthnasedd i waith y naill barti, cyn belled bod y naill a'r llall yn gyfrifol am ysgwyddo baich costau eu hunain mewn perthynas â chynnal neu mynychu digwyddiad o'r fath;
  - cysylltu â'n gilydd ar sail achos wrth achos ynghylch unrhyw ymholiadau'r cyfryngau y gall fod yn berthnasol i'r naill barti.

## 7 Cyfnewid gwybodaeth

7.1 Pe byddai'r naill barti yn derbyn gohebiaeth mewn perthynas â'r iaith Gymraeg a chymwysterau, ac sydd yn codi materion o ddiddordeb cyffelyb, fe hysbysir y llall. Penderfynir hyd a lled y cydweithio posibl yn dilyn hynny, a hynny yng ngoleuni cyfrifoldebau a pholisiau'r naill barti.

7.2 Rhaid cadw gwybodaeth a roddir gan un i'r llall, neu a rennir yng nghyd-

- activities, such as research projects, where appropriate and where there is benefit in doing so;
- notify each other in a timely and appropriate way where the likelihood of significant announcements and developments made by one party may impact on the other's key areas of work;
  - hold regular meetings, to inform one another as soon as possible on relevant developments within our areas of responsibility and, where possible, before the release of any relevant reports, press releases, speeches or policies;
  - share information about programmes of work that would be of interest to the other party in advance, where possible and in accordance with statutory requirements, of that work starting;
  - invite each other to events each party hosts that may be relevant to the work of both parties, provided that each will be responsible for bearing its own costs in respect of attending or running any such event;
  - liaise with each other on a case by case basis regarding any media enquiries which may be pertinent to either party.

## 7 Exchange of information

7.1 If either party is in receipt of correspondence in relation to the Welsh language and qualifications, and which raises matters of common interest, the other party shall be informed. The scope for possible collaboration will be decided upon thereafter in light of each party's responsibilities and policies.

7.2 Information provided by one of us to the other, or shared in the context of our

destun ein gwaith ar y cyd, yn ddiogel, wedi ei reoli a'i brosesu yn unol â Deddf Diogelu Data 1998 neu unrhyw ddeddfwriaeth berthnasol arall. Yn benodol, bydd y naill barti yn sicrhau bod trefniadau digonol ar waith i warchod cyfrinachedd gwybodaeth a ddarparwyd a bod y trefniadau hyn yn dderbyniol i'r llall yn unol â Deddf Diogelu Data 1998.

7.3 Bydd y naill barti, mewn perthynas â'u gweithgareddau ar y cyd a'u cydweithrediad, yn sicrhau cydymffurfiaeth â Deddf Rhyddid Gwybodaeth 2000.

## **8 Hawliau dynol a chydaddoldeb**

8.1 Mae'r angen i weithio mewn modd sy'n cyd-fynd â chonfensiwn hawliau fel a ddisgrifir yn adran 1 Deddf Hawliau Dynol 1998, yn bwysig i waith y Comisiynydd a CC. Ceisia'r ddau hyrwyddo hawliau dynol y sawl a saif o fewn eu cylchoedd gorchwyl cyfreithiol a gweithio mewn modd sy'n cydymffurfio â'r dyletswyddau hynny o dan y Ddeddf.

8.2 Mae'r Comisiynydd a CC yn cydnabod eu rhwymedigaethau unigol i gydymffurfio â'u dyletswyddau dan Ddeddf Cydraddoldeb 2010 a Rheoliadau Deddf Cydraddoldeb 2010 (Dyletswyddau Statudol) (Cymru) 2011, wrth arfer eu gweithredoedd unigol.

8.3 Mae'r partïon o'r farn bod y trefniadau fel y'i nodir yn y MoGdd hwn yn cydymffurfio efo Deddf Hawliau Dynol 1998 a'r dyletswyddau a osodir gan Deddf Cydraddoldeb 2010.

## **9 Cyhoeddi**

9.1 Bydd y Comisiynydd a CC yn gosod copi o'r MoGdd hwn, ac unrhyw fersiwn sydd wedi ei ddiweddarau neu ei ddiwygio, ar eu gwefannau unigol.

collaborative work, must be kept secure, controlled and processed in accordance with the Data Protection Act 1998 or any other relevant legislation. In particular, both parties will ensure that adequate arrangements are in place to protect the confidentiality of information provided, and that such arrangements are acceptable to the other in accordance with the Data Protection Act 1998.

7.3 Both parties will in their joint activities and co-operation with each other ensure compliance with the Freedom of Information Act 2000.

## **8 Human rights and equality**

8.1 The need to act in a manner that is compatible with Convention rights, as described in section 1 of the Human Rights Act 1998, is important to the work of the Commissioner and QW. Both seek to promote the human rights of those who fall within its legal remit and to work in a way that complies with those obligations under the Act.

8.2 The Commissioner and QW recognise their respective obligations to comply with their duties under the Equality Act 2010 and the Equality Act 2010 Regulations (Statutory Duties) (Wales) 2011 when exercising their respective functions.

8.3 The parties to this Memorandum believe that the arrangements as set out in this MoU are compliant with the Human Rights Act 1998 and duties imposed by the Equality Act 2010.

## **9 Publication**

9.1 The Commissioner and QW will each place a copy of this MoU, and any updated or revised version, on their respective websites.

## **10 Adolygu**

10.1 Bydd Comisiynydd y Gymraeg a Phrif Weithredwr Cymwysterau Cymru yn anelu i gwrdd i gynnal adolygiad o'r MoGdd hwn yn flynyddol, gyda golwg ar ehangu neu newid hyd a lled gweithrediad y MoGdd hwn ble bernir bod angen gwneud hynny. Bydd yr eitemau i'w trafod yn cynnwys iechyd ein perthynas waith a sut i barhau i gydweithio â'n gilydd.

## **11 Diwygiadau, cyfnod a therfynu**

11.1 Gellir diwygio'r MoGdd hwn ar unrhyw adeg drwy gydsyniad ysgrifenedig a lofnodir gan y ddau barti.

11.2 Bydd cyfnod y MoGdd hwn yn cychwyn oddi ar ddyddiad llofnodi'r ddau barti.

11.3 Gall naill barti derfynu'r MoGdd hwn ar unrhyw adeg drwy roi o leiaf tri mis o rybudd ysgrifenedig i'r llall.

## **10 Review**

10.1 The Welsh Language Commissioner and the Chief Executive for Qualifications Wales will aim to meet to conduct a review of this MoU annually, with a view to expanding or altering the scope of operation of this MoU should that be judged necessary items for discussion will include the health of our working relationship and how to continue to work together.

## **11 Amendments, term and termination**

11.1 This MoU may be amended at any time by written agreement signed by both parties.

11.2 The term of this MoU shall commence on the date of signature by both parties.

11.3 Either party may terminate this MoU by giving at least three months' notice in writing to the other party at any time.



Llofnodwyr

Signatories

Prif Weithredwr Cymwysterau Cymru: / Chief Executive, Qualifications Wales:



25/10/2017

Dyddiad / Date

Cadeirydd, Cymwysterau Cymru: / Chair, Qualifications Wales:



25/10/2017

Dyddiad / Date

Comisiynydd y Gymraeg: / Welsh Language Commissioner:



Dyddiad / Date

Medi 28, 2017.

