

DATED \_\_\_\_\_ 2019

**AGREEMENT BETWEEN**  
**STAFFORDSHIRE COUNTY COUNCIL**  
**&**  
**STOKE-ON-TRENT & STAFFORDSHIRE LOCAL ENTERPRISE PARTNERSHIP**  
**LIMITED**

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IN RESPECT OF THE ROLE OF THE ACCOUNTABLE BODY

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**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2019

BETWEEN:

(1) Staffordshire County Council of 2 Staffordshire Place, Tipping Street, Stafford, ST16 2DH (the “**County Council**”)

and

(2) Stoke-on-Trent & Staffordshire Local Enterprise Partnership Limited (Company registration number 11918616) of Judges Chambers, County Buildings, Martin Street, Stafford, ST16 2LH (the “**LEP**”)

## **BACKGROUND**

(A) The LEP is a private company limited by guarantee, with Members and Directors being a combination of individuals from private companies, local authorities and other public bodies and has established a board of Directors. It exists to stimulate economic growth, employment, community development, inward investment, training and development, and commerce in the LEP Area and to promote the LEP Area at regional, national, European and international levels on matters affecting its economic development.

(B) The County Council is the Accountable Body (as defined below) for the LEP and this Agreement sets out the relationship and responsibilities between the County Council and the LEP in accordance with the guidance issued by the Department for Business Innovation and Skills in January 2019 entitled “LEP National Assurance Framework”.

(C) The County Council and the LEP in its unincorporated form entered into an agreement dated [ \_\_\_\_\_ ]. This Agreement replaces the previous agreement dated [ \_\_\_\_\_ ] in its entirety.

IT IS AGREED as follows:

## **1 DEFINITIONS AND INTERPRETATION**

The following words will, within this Agreement, have the meaning set against them below:

### **1.1. Definitions**

Accountable Body	means the accountable local authority
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	for the LEP being the County Council in respect of all funding as required by central government.
Announcement	means any public and/or external announcement communication or circular including without limitation any statement or comment made through the medium of any and all means of social media;
Board Meetings	means the meetings of the LEP Executive Board
Commencement Date	
Constitution	means the Stoke on Trent & Staffordshire Local Enterprise Partnership Constitution contained within Local Assurance Framework.
Data Protection Legislation	the Data Protection Act 2018, the Data Protection Directive (95/46/EC), the General Data Protection Regulations (GDPR) EU 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner(as amended or re-enacted from time to time;
Directors	means the directors of the LEP as recorded at Companies House.
EU Procurement Requirements	means all applicable United Kingdom and European procurement legislation in connection with the procurement of works, supplies or services including European Union directives.
FOIA	means the Freedom of Information Act 2000.
Funding	means all the funding streams for which the LEP have asked the County Council to be the Accountable Body
Grant Agreement	means the Agreement referred to at clause 4.
Grant Award Letter	means the letter from the Department for

	Communities & Local Government now the Department for Housing, Communities and Local Government detailing the provision of Funding made available to the LEP and any other letters from central government departments which may be received by the LEP awarding money to the LEP;
Grant Recipient	means the recipient of the Grant under the Grant Agreement
LEP Area	Means the administrative county of Staffordshire and the city of Stoke-on-Trent.
LEP Partnership	means the open group of business and stakeholders working with the LEP to increase local economic prosperity;
LEP Executive Board	means the board of Directors of the LEP
LEP Proceedings	means: (a) agendas for Board Meetings (b) minutes of Board Meetings (c) terms of reference (d) register of interests (e) record of decisions taken outside of meetings; and (f) executed Change Notices
Local Assurance Framework	means the suite of documents together comprising, as amended and updated from time to time, the LEP's Assurance Framework including the following: (a) Constitution; (b) Code of conduct; (c) Complaints policy; (d) Whistleblowing policy; (e) Project prioritisation and business case process; (f) Service Level Agreements with delivery partners; (g) Any additional (or updated) documents which may be added from time to time and following approval by the LEP Executive Board which can be located [            ]
Material Breach	means a breach of the Agreement which contravenes the guidelines set out in the Local Assurance Framework or any breach that is serious in the widest sense of having a serious effect on the benefit which the Parties would otherwise derive from the Agreement;
Member	means any member of the LEP whose name and details are included on the Register of Members

Month(s)	means calendar month(s)
National local growth assurance framework	means framework that sets out government's guidance for places that are required to develop their own local assurance framework as amended, updated and replaces from time to time
Office Hours	Means between the hours of 9.00am and 5.00pm on any Working Day.
Programme Management Services	means the services to be provided by the Accountable Body As detailed in Schedule 1;
Programme Risk Register	means details of any and all risks maintained by the LEP, further details of which are set out in clause 5.3.
Project	means projects approved by the LEP for the receipt of LEP Funding.
Quarterly	means once per each period of the financial year as follows: a) 1 April to 30 June b) 1 July to 30 September c) 1 October to 31 December; and d) 1 January to 31 March
Register of Members	means the record of the individuals who are members of the company limited by guarantee.
Regulatory Body	means those government departments and regulatory, statutory and other entities, committees and bodies that, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with in this Agreement, the or any other affairs of the Parties
Working Day	means during Office Hours on any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in England.

## 1.2. Interpretation

- 1.2.1. Clause and schedule headings shall not affect the interpretation of this Agreement.
- 1.2.2. The schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
- 1.2.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that

person's legal and personal representatives, successors and permitted assigns.

- 1.2.4. Words in the singular shall include the plural and vice versa.
- 1.2.5. A reference to one gender shall include a reference to the other genders.
- 1.2.6. A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement, taking account of any amendment, extension, or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.2.7. A reference to writing or written includes e-mail.
- 1.2.8. Documents in the agreed form are documents in the form agreed by the Parties to this Agreement and initialled by them or on their behalf for identification.
- 1.2.9. Where the words **include(s)**, **including**, or **in particular** are used in this Agreement, they are deemed to have the words "without limitation" following them.
- 1.2.10. Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.2.11. A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this Agreement) at any time.
- 1.2.12. References to clauses and schedules are to the clauses and schedules of this Agreement.
- 1.2.13. Reference to a Clause is a reference to the whole of that clause unless stated otherwise; and
- 1.2.14. In the event and to the extent only of any conflict between the Clauses and the remainder of the Schedules, the Clauses shall prevail over the remainder of the Schedules.

## **2 COMMENCEMENT, REVIEW AND TERMINATION**

### **2.1 Commencement**

- 2.1.1. This Agreement will commence on the Commencement Date and will remain in force unless and / or until terminated in accordance with clause 2.3 of this Agreement.
- 2.2. **Review**
  - 2.2.1. The Agreement will be reviewed periodically and at least on 1 April of every third year. No amendment to the provisions of this Agreement shall be effective unless agreed by both Parties in writing.
- 2.3. **Termination**
  - 2.3.1. Either Party may terminate all or part of this Agreement for convenience at any time on giving not less than three (3) Months notice in writing to the other Party.
  - 2.3.2. Either Party may terminate all or part of this Agreement if the other:
    - 2.3.2.1. commits a Material Breach which is incapable of remedy;
    - 2.3.2.2. commits a Material Breach which is capable of remedy, but is not remedied within fourteen (14) Working Days of a notice from the other requiring such remedy.
- 2.4. The termination rights set out in this Agreement are without prejudice to any other rights or remedies the Parties may have.

### **3 GOVERNANCE**

- 3.1. The LEP will:
  - 3.1.1. act in accordance with its Local Assurance Framework.
  - 3.1.2. utilise funding in accordance with the relevant requirements of the Grant Award Letter;
  - 3.1.3. seek and heed the advice of the Accountable Body prior to committing Funding to ensure that monies are used appropriately;
  - 3.1.4. ensure that the LEP Executive Board consider and make recommendations to the Accountable Body as to the allocation, treatment and management of Funds;
  - 3.1.5. maintain a Programme Risk Register that will be reviewed as appropriate.
  - 3.1.6. advise the Accountable Body of any proposed amendments to the Local Assurance Framework and request the comments of the Accountable



Body on the proposed changes prior to them being considered by the LEP Executive Board.

- 3.2. The County Council as Accountable Body will be required to:
  - 3.2.1. manage all financial matters on behalf of the LEP
  - 3.2.2. provide financial advice and support to the LEP, including reporting regularly to the LEP Executive Board on the financial position of the LEP.
  - 3.2.3. ensure that the Funding is used appropriately and in accordance with the aims of the LEP and relevant legislation;
  - 3.2.4. ensure compliance with the National local growth assurance framework and Local Assurance Framework;
  - 3.2.5. provide protocol and guidance in relation to transparency and audit to which the LEP will adhere; and
  - 3.2.6. record the decisions of the LEP in approving Projects.
  - 3.2.7. escalate concerns around non-delivery and/or mis management.
  - 3.2.8. ensure the checks and reporting requirements are met.
  - 3.2.9. attend the LEP Executive Board and other Groups as set out in the Local Assurance Framework, including the annual performance review.
  - 3.2.10. provide an annual assurance statement as part of the Annual Performance Review to the Cities and Local Growth Unit on the LEP compliance with the National local growth assurance framework and that the financial affairs of the LEP are being properly administered.
  - 3.2.11. ensure that the LEP has appropriate audit and scrutiny arrangements in place.
  - 3.2.12. to act at the request of the LEP Executive Board as company secretary or provide support in relation to reporting requirements to any designated company secretary, as set out in clause 4.1.6.
- 3.3. In the event that the County Council is also the body promoting a Project, the LEP Executive Board will ensure that the County Council's status as the Accountable Body does not put it in a more favourable position than any other promoting body in the LEP Area.

## **4 FINANCIAL ARRANGEMENTS**

### 4.1. The Accountable Body will:

- 4.1.1. hold the Funding of the LEP and make payments in accordance with the decisions of the LEP.
- 4.1.2. account to the LEP on monies received;
- 4.1.3. ensure funds are held in line with relevant procedures and grant conditions and that funds are used with propriety, regularity and deliver value for money and provide Programme Management Services;
- 4.1.4. hold the Funding in such a way that they are separately identifiable from the Accountable Body's own funds and will provide financial statements to the LEP on a Quarterly basis.
- 4.1.5. ensure that the final accounts of the LEP are published and financial information is transparent, including publishing a financial statement within the LEP Annual report.
- 4.1.6. Ensure compliance with the legal requirements to file annual returns and other documents to Companies House.
- 4.1.7. ensure the accounts of the Accountable Body includes reference to the amount they receive from government on behalf of the LEP.
- 4.1.8. require that Grant Recipients enter into a Grant Agreement which will set out the funding conditions, outputs, outcomes, milestones, reporting requirements and any other issues set out in the LEP Local Assurance Framework.

## **5 RECORD KEEPING / AUDIT ARRANGEMENTS**

- 5.1. The Accountable Body shall maintain the official record of all LEP documents including (but not limited to) LEP proceedings in relation to financial matters, company information and records and hold all financial documents for the LEP.
- 5.2. The Accountable Body will ensure that there are arrangements in place for the local audit of funding allocated by the LEP which are at least equivalent to those in place for local authority spend.
- 5.3. The LEP will maintain a Programme Risk Register which will, as a minimum, include:

- 5.3.1. the date on which the risk occurred;
- 5.3.2. details of the risk;
- 5.3.3. value of the risk, as applicable;
- 5.3.4. any mitigating factors for the risk;
- 5.3.5. who has responsibility for the risk and any mitigating factors; and
- 5.3.6. the frequency at which the risk is reviewed.

## **6 STATUTORY OBLIGATIONS**

6.1. The Accountable Body will ensure as far as reasonably possible that the LEP and the Grant Recipient complies in all material respects with all relevant legislation including but not limited to the following:

### **6.1.1. Equalities**

- 6.1.1.1. Not to unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age; and without prejudice to the generality of the foregoing not to unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof. The Accountable Body shall take reasonable steps to secure the observance of this clause 6.1.1 by all employees, agents, consultants, sub-contractors, advisors and / or officers.
- 6.1.1.2. The Accountable Body will require Grant Recipients to provide assurance to the Accountable Body that it has in place and in operation a policy covering equal opportunities so as to avoid unfair discrimination or any other unjustifiable bias directly or indirectly in relation to the implementation of the relevant Project.
- 6.1.1.3. Where appropriate the Accountable Body will request that relevant evidence shall be provided as to the implementation of this policy by the Grant Recipient.

6.1.2. **Environment**

6.1.2.1. In accordance with the Accountable Body's policies, the Accountable Body shall as far as reasonably possible endeavour to ensure that the Grant Recipient conserves energy and water, uses recycled and environmentally friendly materials whenever possible or those from a sustainable source. The Accountable Body shall require that the Grant Recipient uses reasonable endeavours, whenever and wherever possible, to minimise and reduce pollution to air, land or water by using local resources and comply with the social ethical and environmental aims of the LEP and / or Accountable Body.

6.1.3. **Procurement**

6.1.3.1. The Accountable Body shall as far as reasonably possible ensure that that the LEP complies will all applicable EU Procurement Requirements in connection with the procurement of any Project.

6.1.4. **Bribery**

6.1.4.1. The Accountable Body shall (and will ensure its employees, agents, consultants, sub-contractors, advisors and / or officers. shall) comply with the Bribery Act 2010 at all times and must notify the LEP immediately if a breach of this Act is suspected or known.

6.1.4.2. The Accountable Body shall maintain in place throughout the duration of the Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the relevant requirements and will enforce them where appropriate.

6.1.5. **Prevention of Fraud**

6.1.5.1. The Accountable Body shall take all reasonable steps to prevent fraud by its employees, agents, consultants, sub-contractors, advisors and / or officers. in connection with the Funding.

6.1.5.2. The Accountable Body shall notify the LEP immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

#### **6.1.6. Data Protection**

6.1.7. The Parties shall throughout the duration of the Agreement (and for so long as they shall have personal data in their possession) comply with the provisions of the Data Protection Legislation and have in place appropriate technical, security and organisational procedures and measures (“the Measures”) to protect against accidental or unlawful disclosure and against accidental loss or destruction of, or damage to personal data received, obtained, being processed by or otherwise in the possession of the Parties pursuant to the Agreement.

6.1.8. Insofar as the Accountable Body processes any personal data on behalf of the LEP, the Accountable Body shall process that personal data only on behalf of the LEP and for the purposes of performing its obligations as Accountable Body and in accordance with instructions contained in this Agreement or received from the LEP from time to time; and shall not otherwise modify, amend or alter the contents of that personal data or disclose or permit disclosure of any of that personal data to any third party unless specifically authorised in writing by the LEP.

#### **6.2. Freedom of Information**

6.2.1. The LEP shall use all reasonable endeavours to assist the Accountable Body to comply with its obligations under the FOIA. In the event that the Accountable Body receives a request for information under the FOIA or any other applicable legislation governing access to information, and requires the LEP’s assistance in obtaining the information that is the subject of such request or otherwise, the LEP will respond to any such request for assistance from the Accountable Body within such timeframes as requested by the Accountable Body (and in any

case no later than 10 Working Days after receiving the Accountable Body's request) in order for the Accountable Body to comply with its statutory obligations.

- 6.2.2. In the event that the Accountable Body receives a request for information under the FOIA or any other applicable legislation which relates to either the Agreement or the LEP, the Accountable Body shall immediately consult the LEP with regard to the request as to whether or not the requested information and in particular whether any Confidential Information should be disclosed and take the LEP's views into account when making a decision as to whether or not the requested information should be disclosed and give serious consideration to whether any exemptions within the FOIA apply to the request for information.
- 6.2.3. If the Accountable Body determines that information (including Confidential Information) must be disclosed, it shall notify the LEP of such decision as soon as reasonably practicable.

### **6.3. Supply Chain Agreements**

- 6.3.1. The Accountable Body shall use reasonable endeavours to ensure that the obligations contained in this clause 6 of the agreement are incorporated in any Grant Agreement, supply chain agreement or sub-contract and that the employees, agents or representatives of its supply chain or sub-consultants comply with the same.

## **7 COSTS**

- 7.1. The Accountable Body will be responsible for its own costs limited to management, administrative and accounting costs incurred in its role as Accountable Body.
- 7.2. The LEP agrees to pay the reasonable legal costs or legitimate expense(s) where these are incurred by the Accountable Body as a result of its role as Accountable Body and agreed by the LEP Executive Board in advance of being incurred.

7.3 The LEP agrees to pay staffing costs of a pre – agreed value (equivalent to a Grade 10 Local Authority terms and conditions) and legitimate expense(s) incurred by the Accountable Body in providing Programme Management Services as set out in clause 4.1.3 and detailed in Schedule 1 of this Agreement.

## **8 Charges set out in 7.2 and 7.3 above will be payable Quarterly in arrears.NOTICE**

8.1. Any notice given under this Agreement shall be in writing and signed by or on behalf of the Party giving it and shall be served by delivering it personally, sending it by pre-paid recorded delivery, registered post or by e-mail to the relevant Party to the correct address set out on page 3 of this Agreement. Any such notice shall be deemed to have been received:

- 8.2.1. if delivered personally, at the time of delivery;
- 8.2.2. in the case of first class or recorded delivery post, on the second Working Day after the date of posting; and
- 8.2.3. in the case of e-mail, if the e-mail is received during Office Hours then on that Working Day. If the e-mail is received outside Office Hours then on the next Working Day provided that Notice shall also be sent by pre-paid post to the addressee.

## **9 ANNOUNCEMENTS, COMMUNICATIONS AND REPRESENTATION**

### **9.1. Announcements**

9.1.1. Subject to Clause 9.1.3 neither Party shall make, or permit any person to make any Announcement concerning this Agreement, the other Party or the Funding without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed). The Parties shall consult together on the timing, contents and manner of release of any Announcement.

9.1.2. Where any action or omission of either Party relating to the Funding, is or is likely to be the subject of media comment ,the Parties will use reasonable endeavours to consult each other prior to making any response to the media or to the public.

9.1.3. Where an Announcement is required by law or any governmental or Regulatory Body or by any court or other authority of competent jurisdiction, the Party required to make the announcement shall promptly notify the other

Party. The Party concerned shall make all reasonable attempts to agree the contents of the Announcement before making it.

## **9.2. Communications**

9.2.1. Each Party agrees to provide all information reasonably required in an accurate and timely manner for the other for it to produce internal communications as required for it to produce such internal communications as may reasonably be required.

9.2.2. The Parties shall support each other in making positive internal and external communications about the Agreement.

9.2.3. Each Party shall, both during the Agreement and following its termination, pay the utmost regard to the standing and reputation of the other and shall not do anything which may:

9.2.3.1. damage the reputation of the other Party;

9.2.3.2. bring the other Party into disrepute;

9.2.3.3. attract adverse publicity to the other Party; or

9.2.3.4. harm the confidence of the public in the other Party.

## **9.3. Representation**

9.3.1. The LEP will ensure that neither itself or any Member or Director shall do or omit to do, or permit any other person to do or omit to do anything which would lead a reasonable person to believe that, in the absence of express consent, they have the authority to bind either the LEP and / or the Accountable Body.

9.3.2. In addition, neither the LEP or its Members or Directors will allow anyone to be or to remain of the view that, in the absence of express consent, they have the authority to bind either the LEP and / or the Accountable Body.

9.3.3. The LEP shall ensure that the County Council's involvement as Accountable Body is publicised on website and in all literature produced by the LEP.

## **10 THIRD PARTY RIGHTS**

10.1. Nothing contained within this Agreement is intended to confer or purport to confer any right to enforce any provision contained in this Agreement upon any



person who is not a party to this Agreement and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

**11 GOVERNING LAW AND JURISDICTION**

11.1. The Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by, and construed in accordance with, the law of England.

11.2. The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter.

This Agreement is signed by the Parties as follows:

Signed by.....

For and on behalf of **the County Council**

Name.....

Position.....

Signed by.....

For and on behalf of **the LEP**

Name.....

Position.....

## Schedule 1



### Programme Management Support

The Accountable Body will provide a LEP programme manager, the person being confirmed and agreed following discussion with the LEP and will provide the following services:-

The postholder will contribute to the achievement of the LEP objectives as set out in the Local Assurance Framework through:

1. To put in place appropriate planning methods and tools to support all LEP projects, including those funded through City Deal, Growth Deal, Shared Prosperity and other LEP related funds as they are initiated, and through to in life & benefit realisation phases
2. Provide support to the LEP Programme Assurance Group (PAG) by using an appropriate range of planning methods to develop plans, ensure delivery and maximise outputs and outcomes
3. Create and develop project reporting suite for PAG including detailed, summary and dashboard reports
4. To establish and develop risk management process and procedures for the SSLEP funded programmes, including overall LEP-wide programme
5. Ensure timely and accurate reporting to senior stakeholders, including quarterly reporting input to the national MHCLG reporting system
6. Implementation of programme governance, assurance and reporting to support the overall LEP programme; including compliance with national assurance framework and supporting processes and procedures
7. The postholder will be line managed by the LEP Operations Manager and will be 100% employed on LEP activities.
8. The postholder will be available to access professional development activities set up by the Accountable Body.

The individual appointed to the post will have the following attributes:-

### Person Specification

#### a) Qualifications / Professional Membership

- Professional project management qualification (APMP / Prince 2 / NVQ Level 4 or equivalent) – **Highly desirable**
- Business Process Management certification or equivalent - **Desirable**
- Change Management Practitioner qualification or equivalent – **Desirable**
- Demonstrable relevant experience – **Highly desirable**

#### b) Knowledge and Experience

- Experience of leading and managing project teams, successfully delivering projects in a known, structured and proven environment

- Sound knowledge and experience of applying project methodologies, planning processes and techniques
- General experience of successfully building and managing credible stakeholder relationships with managers and staff
- Sound ability and knowledge of how to quickly identify, understand and resolve issues and risks in a structured and defined project environment
- Ability to deal with a range of issues and conflicting demands linked to testing or tight deadlines
- Ability to lead / facilitate structured workshops, meetings and other similar gatherings

**c) Skills**

- Excellent listening, verbal and written communications
- Excellent planning, monitoring and reporting skills
- Good budget and financial management skills
- Positive “can do” attitude and resilient to managing setbacks
- Can build very good working relationships
- Assertive and act in a professional manner at all times
- Able to work effectively with minimal supervision and direction using own initiative

**Performance Management**

**A review of the performance of the programme management activities and postholder will be undertaken twice per year and any notice to change the arrangements or the postholder will in the first instance be mutually agreed between the Accountable Body and the SSLEP.**

**Termination**

**3 months notice is required by either party should they wish to terminate the programme management arrangements.**