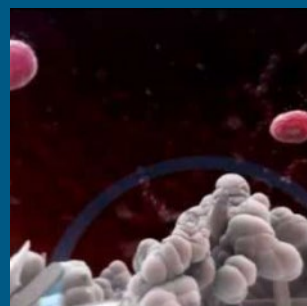
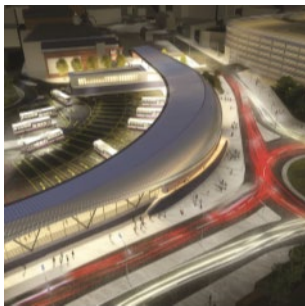


Stoke-on-Trent & Staffordshire

Enterprise Partnership



SSLEP Assurance Framework

October 2020 v8

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1	December 2014	SSLEP	Initial Issue
2	March 2017	Chris Gill	To include National Assurance Framework November 2016 requirements
3	April 2018	Peter Davenport	Annual review in the light of January 2018 Best practice guidance
4	March 2019	Jacqui Casey	Annual review, to include revised National Assurance Framework and new legal personality
5	June 2019	Jacqui Casey	Review in the light of 2019 compliance checks
6	July 2019	Simon Ablewhite / Jacqui Casey	Inclusions: SAP, Secretariat section, minor changes re compliance checks, New scheme of delegation, updated Accountable Body agreement, quorate levels of groups, Role of SME and Equalities & Diversity Champions and Chair of Audit & Finance, Induction programme, New grant agreement including updated branding guidelines, simplified Report Publication Scheme.

7	April 2020	Simon Ablewhite / Jacqui Casey	Updates to ToR of Strategic Programme Management Group, Audit & Finance Group, Ceramic Valley Enterprise Zone Group. Removal of Programme Assurance Group and update on business case assessment process, in line with LEP Review work. Update on Secretariat Structure and post names and the LEP Organisational Structure.
8	October 2020	Simon Ablewhite / Mark Parkinson	Insertion of a Board Operating Structure diagram, inclusion of Roles and Responsibilities of the Chair of the Strategic Programme Management Group, minor amendment to roles in LEP Secretariat, minor amendment to matters on which the LEP can be held to scrutinised, change to publication of minutes timeframe from 5 working days to 10, update to the LEP Operating Structure Diagram, update to contact details for enquiries, amendments to Section 8 'business cases' in relation to publication and input from stakeholders, and amended Grant Funding Agreement at appendix C.

Authorisation: the document requires the following approvals:

Title	Name	Signature	Date
SSLEP Chair		<i>See hard copy</i>	
Accountable Body		<i>See hard copy</i>	

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1. Overview

In order to ensure that the Stoke-on-Trent and Staffordshire Local Enterprise Partnership (SSLEP) is best placed to deliver its ambitious economic objectives a robust Assurance Framework has been developed which will give confidence to both stakeholders and funders that appropriate arrangements are in place to deliver the SSLEP's Strategies and Plans.

Utilising best practice advice, we have developed a number of documents that together comprise the SSLEP Assurance Framework

The Assurance Framework includes the SSLEP's:

- Constitution & Articles of Association (setting out rules of procedure and decision-making processes)
- Enquiries Comments and Complaints Policy
- Whistleblowing Policy
- Project prioritisation and business case process
- Business case template
- Business Case assessment template
- Standard Grant Agreement with delivery partners

This Assurance Framework is a 'live' suite of documents which, as a minimum, will be reviewed annually. Additional documents may be added. Any amendments or additions to the Framework will be approved by the Company Executive Board.

2. Constitution

2.1 Definitions & Abbreviations

SSLEP	Stoke-on-Trent & Staffordshire Local Enterprise Partnership Limited Meaning the Company, a partnership of private and public sector
EB	Company Executive Board of SSLEP The decision-making operational body. Determines operational strategy. Meets 8 times per year
Partnership	SSLEP Partnership The open constituency of Stoke-on-Trent and Staffordshire based businesses, partners and stakeholder organisations which review the work of the EB and the SSLEP, providing comments and input throughout the year and through open meetings twice per year
Accountable Body	Responsible for the proper financial administration of the LEP throughout the year
AFC	Audit & Finance Committee Maintains strategic oversight of all SSLEP led expenditure and investment. Maintains and manages the Risk Register
DEFRA	Department for Environment Food & Rural Affairs
DMP	Destination Management Partnership
EAFRD	European Agricultural Fund for Rural Development
ESIF	European Structural & Investment Funds
ESIFSC	ESIF Sub-Committee Responsible for the strategic oversight of local investments of EU funds. Managed by MHCLG
EU	European Union
EZ	Enterprise Zone Designated areas across England in which state incentives such as tax concessions and government support are provided in order to encourage investment
GPF	Growing Places Fund Growing Places funding is available as short term loans to support companies investing in the future ready for the emerging business demand in the regional, national and global markets
LEP	Local Enterprise Partnerships Business led public-private partnerships entrusted with public funds and responsibilities to drive growth across England

LIS	<p>Local Industrial Strategy</p> <p>Sets out clearly defined strategic objectives to increase the productivity and earning power of the Stoke on Trent and Staffordshire local economy, highlighting how these relate to the delivery of the Government's Grand Challenges and identifies area priorities across Ideas, People, Infrastructure, Business Environment and Places</p>
MA	<p>Managing Authorities</p> <p>A designated Managing Authority provides information on the programme, selects projects and monitors implementation</p>
S151 Officer	<p>A Local Authority officer nominated to be responsible for its financial affairs</p>
SAP	<p>Skills Advisory Panel</p> <p>Brings together local employers and skills providers to pool knowledge on skills and labour market needs, and to work together to understand and address key local challenges</p>
SPMG	<p>Strategic Programme Management Group</p> <p>The body which oversees the investment programme, with support of the Independent Technical Appraiser, appraises project & programme business cases and approves schemes. Reports to the EB. Meets Quarterly, as a minimum.</p>

2.2 Introduction

This document outlines in detail the operational and structural arrangements for the Stoke – on-Trent and Staffordshire Local Enterprise Partnership Limited

The overarching objectives and powers of the SSLEP Ltd (a private company limited by guarantee) are set out in the Articles of Association (Appendix 8)

It details the organisational structure, the relationships between the Company Executive Board and the working groups of the Partnership, and how they are supported by the secretariat.

It also sets out the processes and protocols by which the SSLEP governs itself, including monitoring arrangements.

The document outlines project and initiative delivery arrangements, responsibilities and monitoring measures.

Rather than repeat common procedures and protocols throughout the document, these are grouped in the Appendices and, for the avoidance of doubt, **apply to ALL** unless specifically stated otherwise.

2.3 Company Executive Board

2.3.1 Purpose/remit/powers/decision-making

The SSLEP Company Executive Board will be accountable for the management of SSLEP business, within the constraints set by the key Partnership strategies, and the Articles of Association.

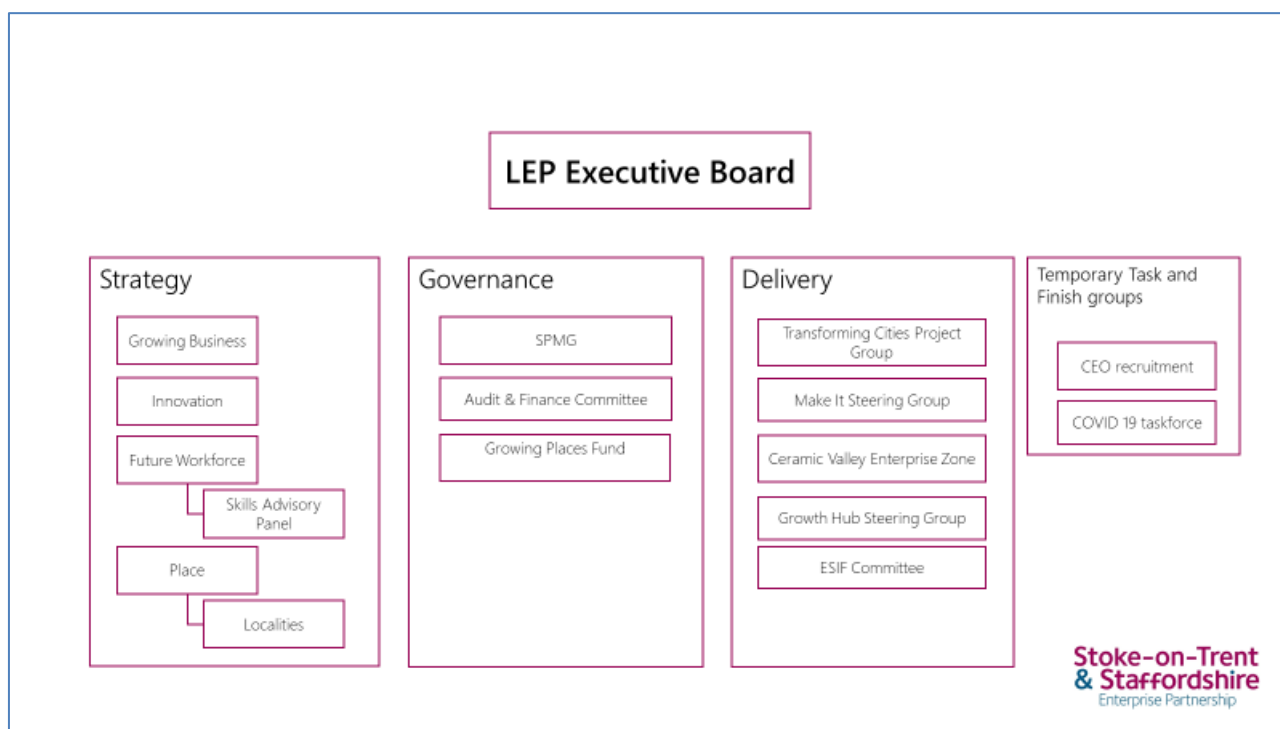
2.3.2 The SSLEP Company Executive Board will be responsible for:

- Setting the overarching vision and strategies for economic growth in the SSLEP area (including sign-off of the major strategic documents such as, but not limited to, the Local Industrial Strategy, Growth Deal, City Deal, ESIF, Enterprise Zone Implementation Plan and Strategic Economic Plan, Energy Strategy, Growth Hub Business Plan, which may be required by Government to be produced by SSLEP);
- ensuring the wider engagement of businesses and other stakeholders in this process;
- developing proposals for the SSLEP's operating structure through regular review and updating of the Assurance Framework and Company Articles of Association as required;
- working with partners to ensure that they are held accountable for the delivery of specific projects along with the overarching economic strategies, with special interest paid to the formal funding arrangements with Government, such as Growth Deal, City Deal, ESIF, Growth Hub and the Enterprise Zone.
- This will include:
 - day to day oversight of the operational management arrangements;
 - approving new projects, which are in line with delivering the SSLEP's economic strategy, opportunities and priorities in future applications to Government;
 - ensuring that projects are delivered within the assurance framework agreed with Government;

- agreeing strategic targets for all programmes, against which performance will be monitored in line with Government guidance; based on recommendations from the Audit and Finance Committee (AFC);
- based on recommendations from the AFC determine how funds not captured in one of the three main programmes (e.g. Growing Places Fund/Core Funding) should be allocated;
- determining strategic communications for all SSLEP programmes;
- reporting at least twice a year to the SSLEP Partnership regarding delivery of the SSLEPs key programmes (such as the City Deal, Growth Deal, ESIF, Growth Hub, and Enterprise Zone);
- identifying opportunities, and making arrangements, to work in partnership with neighbouring LEPs where priorities are shared and could be best implemented jointly; this includes but is not limited to the Midlands Engine and Constellation Partnership, joint working arrangements with Cheshire and Warrington, Greater Birmingham and Solihull and other LEPs;
- liaising regularly with local SSLEP area MPs to ensure they are fully appraised of the SSLEP strategic priorities, programme of work, progress on delivery and forthcoming opportunities, with a view to engaging their support in driving the pace of delivery against the priorities.
- identifying opportunities, and making arrangements to influence Government and wider policy in pursuit of the SSLEP's priorities, subject to ensuring that public expenditure is not incurred in retaining the services of lobbyists to influence public officials, Members of Parliament, political parties or the Government to take a view on any issue;
- the Audit and Finance Committee will maintain and manage the overarching SSLEP-wide Risk Register and associated mitigation plan on behalf of the EB, which will review the Register at each meeting.
- Setting the annual budget and approval of the annual accounts of SSLEP Ltd

- Ensuring the SSLEP complies with the operating procedures set out in the Articles of Association and Assurance Framework, as amended by the requirements of the National Local Growth Assurance Framework.

The Board Operating Structure is presented as Figure 1.



2.3.3 Delegations/sub-groups (permanent & temporary)

From within the SSLEPs membership, the Company Executive Board shall appoint an SME Champion, a Diversity Champion and Chairs of all Sub Groups.

The Chair of the Audit & Finance Committee will agree revenue budget expenditure in accordance with the allocations set out in the approved revenue budget finance plan. See also Scheme of Delegation (Section 3)

2.3.4 Membership

Membership of the SSLEP Company Executive Board is detailed within the Articles of Association (Appendix 8). Some members have clearly defined roles & responsibilities and these are set out below and in paragraph 2.8.3:

2.3.4.1 Chair

- The role and responsibilities of the Chair of Stoke on Trent & Staffordshire Local Enterprise Partnership will be:
 - To provide high quality leadership of the Stoke on Trent & Staffordshire Local Enterprise Partnership, building ambition, opportunity, cooperation and consensus, and setting the strategic direction for the economic growth of the SSLEP area
 - To build and manage national & local business and political relationships providing an ambassadorial business role on behalf of the SSLEP area and championing SSLEP strategic priorities on behalf of the LEP partners in regional, national and international fora
 - To communicate with a diverse stakeholder group, including private sector CEOs, Local Authority Leaders and CEOs, wider public bodies, local business & professional networks, Higher and Further Education organisations, local MPs, Government Ministers and Central Government Departments; ensuring that the views of major stakeholders are communicated to the Board, LEP Secretariat and LEP partners.
 - To provide leadership and direction of the Company Executive Board, ensuring that the Board is run in a transparent and equitable manner and all Board Directors are actively engaged in contributing to the work of the Board
 - To chair Company Executive Board and other LEP meetings effectively, ensuring that there is full participation during meetings, that all relevant matters are discussed, and that effective decisions are made, minuted and actioned
 - To ensure clear strategies and business plans exist for SSLEP which are publicly available.
 - To provide leadership, support and advice to Board Directors & the SSLEP Director and foster positive working relationships between partners
 - To ensure that SSLEP complies with Government requirements including holding an Annual General Meeting in public, regularly reviewing and updating its Assurance Framework, SSLEP policies and publishing delivery plans and reports.
 - To hold the SSLEP Chief Executive Officer to account for his/her performance and for the performance of the SSLEP Secretariat Team.
 - To oversee the process of appointing Board Directors (using a Nominations Committee) and the appointment of Sub Group Chairs and LEP Champions, subject to Company Executive Board approval; ensuring that processes are in place for the appointment, rotation, succession, and (if necessary) removal, of Board Directors

- To ensure the induction of Board members and make sure that a full induction process is in place and establish a process for carrying out annual reviews of LEP Board Directors
- To ensure the work of Sub Groups is aligned with the vision and strategy of the Strategic Economic Plan, Local Industrial Strategy and other LEP Strategies.
- To ensure that the Board delegates appropriately to its key Sub Groups.

2.3.4.2 Vice-Chair

- The role and responsibilities of the Vice Chair of Stoke on Trent & Staffordshire Local Enterprise Partnership will be:
 - To support the Chair in their ambassadorial business role on behalf of the SSLEP area and champion SSLEP strategic priorities on behalf of the LEP partners in regional, national and international fora
 - To Chair the meetings of the Company Executive Board when the Chair is unable to attend
 - To deputise for the LEP Chair in representing the SSLEP Board at meetings
 - To support the engagement of the private and public sector partners, to champion and deliver a shared agenda
 - To act as a key ambassadorial business figure for SSLEP at a local and regional level, championing key SSLEP projects & initiatives at a local, regional & national level
 - To provide advice and support to the SSLEP Chair, Board Directors and associated sub groups, fostering positive working relationships amongst Board Directors
 - To support positive communication between the Company Executive Board and the SSLEP Director
 - To ensure that the LEP acts in a transparent, efficient and effective way.

2.3.4.3 SME Champion

- A Small Business Champion ensures that the needs and interests of small businesses are taken into account throughout the LEP's decision-making. The SME Champion does this by drawing on his/her experience of small business, and by engaging with small businesses and their representative organisations. The role and responsibilities of the Stoke on Trent & Staffordshire Local Enterprise Partnership SME Champion will be:
 - To identify and clearly articulate for the LEP Board and its partners, the economic growth barriers and opportunities of Stoke and Staffordshire SMEs

- To ensure that the needs and interests of small businesses are taken into full account by the Executive Board and its partners in the development of LEP strategies & policy development, in commissioning and delivery planning and in the formulation and execution of business engagement activity
- To identify areas in which the LEP can improve its effectiveness in supporting SMEs
- To actively promote, celebrate and raise awareness of Stoke and Staffordshire's SME business community
- To promote LEP strategic priorities, delivery activities and achievements to the Stoke and Staffordshire SME community
- To contribute to developing the LEP's business and activities in line with best governance practice and guidance
- To produce an annual report on the work undertaken to support the SME business community for consideration by the LEP Executive Board
- To work closely with the LEP Business Engagement Officer, LEP Growth Hub and Make It in Stoke-on-Trent and Staffordshire team and business representative organisations, i.e. Staffordshire Chambers of Commerce, Federation of Small Businesses, in undertaking the role of SME Champion.

2.3.4.4 Equality & Diversity Champion

- An Equality & Diversity Champion is a designated Board Director who is responsible for instilling a diverse and accepting workplace culture. The role and responsibilities of the Stoke on Trent & Staffordshire Local Enterprise Partnership Equality & Diversity Champion will be:
 - To promote awareness of equality and diversity issues and to enhance and embed equality, diversity and inclusion (EDI) within the partnership
 - To review the current policy and present an annual report on the progress of the LEP in encouraging diversity and how improvements can be made.
 - To produce a diversity statement explaining how the LEP will ensure representation at board and sub-board level which is reflective of the local business community (including geographies, gender and protected characteristics). The statement should also set out how the LEP will monitor

diversity at board level and explain what steps the LEP is taking to ensure diversity in its engagement with local communities and local businesses. The diversity statement should include a commitment to ensure that by 2020 at least one third of members of LEP boards are women with an expectation for equal representation by 2023.

- To present an annual report on the progress of the LEP in encouraging diversity and how improvements can be made.
- To educate LEP employees and boards on diversity and the effects of discrimination.
- To identify areas in which the LEP can improve its efforts to be more inclusive.
- To actively promote, celebrate and raise awareness of Equality, Diversity and Inclusion issues
- To deal with queries as appropriate and take any equality matters to the LEP Directors Board.
- To feedback information on current Equality and Diversity legislation and guidance to the LEP Director /Board as relevant.
- To support and encourage engagement in all equality initiatives and share and promote best practice.
- To work closely with the LEP Business Engagement Officer in undertaking their role effectively.

2.3.5 Timetabling / frequency

- The EB will normally meet **eight times per year** and a minimum of **no less than six times a year**.

2.3.6 Representation & Attendance

- For the Company Executive Board to be quorate no fewer than **nine** Directors must attend the meeting, and the number of Private Sector Directors must be greater than the number of Public Sector Directors:
- Where the EB is not quorate, business may proceed but decisions will be subject to confirmation by the majority of members present and voting at the next

appropriate meeting provided always that a quorum is present or, where more appropriate, by the Electronic Procedure (Appendix 1).

- Local Authority Executive Board Directors can register one named alternate to attend in their place.
- District/Borough Council Leaders should nominate another District/Borough Council Leader.
- The University Board Director can register a named alternate to attend in their place and this should be another University within the LEP Area.
- Alternate Directors shall be able to take part in the meeting, including any decision making, with the same rights as an EB Director. Alternates must comply with the same requirements as Directors.
- Details of Alternate arrangements will be maintained by the Secretariat and only named alternates, may perform this function.
- Other relevant stakeholders may attend meetings and participate in discussion at the invitation of the Chair.
- Officers and members of the bodies participating in the SSLEP, but not invited to attend and participate, may attend as observers at the discretion of the Chair.
- The role of the Company Secretary is detailed within the Articles of Association (Appendix 8)

2.4 Company Executive Board – List of Permanent Sub Groups

The Company Executive Board may appoint Sub Groups to carry out specific functions within its remit on its behalf. These will be reviewed annually. The following Sub Groups are currently appointed:

- 1. Strategic Programme Management Group (SPMG)**
- 2. Skills Advisory Panel (SAP)**
- 3. Audit & Finance Committee (AFC)**
- 4. EZ Boards (i54 & Ceramic Valley)**
- 5. Growing Places Fund**

2.5 Strategic Programme Management Group (SPMG) –TORs

2.5.1 Purpose

The Strategic Programme Management Group is a sub-group of the Executive Board and acts as the operational arm of the LEP Executive Board on the delivery of the growth agenda, ensuring that: the LEP's Strategic Plans are delivered; LEP funds are invested to maximum effect and achieve best value for money; and emerging project and programme delivery risks are mitigated or referred to the LEP Executive Board for resolution.

2.5.2 Roles and Responsibilities

Investment

1. Ensure that that LEP-funded projects have a strong strategic alignment to the LEP's adopted strategies (incl. SSLEP Local Industrial Strategy & Strategic Economic Plan) and retain this alignment through delivery.
2. Receive, consider and approve detailed appraisal information for LGF pipeline projects prioritised for funding through Expressions of Interest to Full Business Case. Provide feedback to project sponsors for any projects that fail to pass the investment gateway stage.
3. Maximise the uptake of further investment funds to achieve the aims of the growth agenda.
4. Oversee the work programme of the Programme Manager (or team), to ensure that all investments are delivered in line with regulations and propriety requirements.
5. Design and oversee the operation of LEP Project Calls and commissioning processes, in accordance with LEP Strategic Priorities and the Scope of Call set by the Executive Board
6. Design and determine the 'scheme of allocation' of funding for Project Calls and commissioning processes in line with LEP Strategic Priorities and required Executive Board outcomes, ensuring transparency and consistency to how funding is allocated and report agreed funding allocations to the Executive Board.
7. Report to Executive Board the pipeline, and prioritisation of, projects to be supported
8. Appraise & provide a recommendation to Stoke-on-Trent Transforming Cities Fund Project Board on the Stoke-on-Trent Transforming Cities Fund business cases in relation to: strategic fit with LEP Strategic priorities; the strength of the business case including value for money; and any recommended conditions of approval. (note: monitoring of this work will be undertaken by the SoTTCF Board)

Performance Management

9. Provide strategic management oversight and assurance of LEP-Funded projects & programmes (e.g. Local Growth Funds, City Deal and EZ business rate -uplift funded programmes and projects) to ensure that these comply with all regulatory, statutory and financial requirements; and deliver to outcome and financial targets.

10. Develop and maintain appropriate robust monitoring and reporting mechanisms to ensure that individual programmes of activities and projects deliver on all expected outcomes; and that clear contract management and monitoring arrangements are in place for each project.
11. Ensure that under-performing projects are identified, and effective mitigation measures are identified and actioned, where possible, to restore performance, including:
 - Where projects can no longer deliver against agreed targets, making a recommendation to the LEP Executive Board that these projects are withdrawn from the relevant programme and steps to recover investment are instigated.
 - Where projects fall outside of the set thresholds/scope/requirements of a project call or commission, managing and assessing the impact of any Change Requests and make decisions within set thresholds agreed for that call or commission or make recommendations to the Executive Board where a decision falls outside the 'scheme of allocation' threshold of the relevant Funding Call
12. Report LEP funded project & programme performance and progress to the Executive Board focussing on strategic targets and timelines.

Risk

13. Ensure that risks to the delivery of the LEP funded projects & programmes are identified and are being properly managed and that mitigation strategies are in place to address these or that these are escalated to the LEP Board, in accordance with any project/programme-specific agreed tolerances.

Evaluation

14. Ensure that projects & programmes are periodically evaluated to give assurance that objectives and targets are still relevant and achievable.
15. Ensure that all LEP projects & programmes include details of proposed monitoring and evaluation arrangements and that monitoring and evaluation reports on completed projects and programmes, highlight key successes, failures and lessons learned and that these are shared with partners to support active learning and best practice.

Audit

16. Ensure effective records of minutes, decisions and actions are recorded and maintained for the purposes of a clear audit trail.

Conflicts of Interest

SPMG members and key members of supporting staff are required to adhere to the codes of practice, standards of behaviour and process & procedures set out in the LEP's latest Assurance Framework, including the expected personal Code of Conduct and anything that may be construed as a Conflicts of Interest.

Board Members are required to complete a Register of Interests before participating in any decisions as set out in the “National local growth assurance framework” guidance.

Members declarations of interest can be found at SSLEP website, Governance section, Declarations of interest

The SPMG will:

- Oversee the operation of project calls/commissioning process and support the submission of Bids in respect of the Growth Deal
- Recommend cost re-profiling of projects where project costs are increasing beyond budget or where overspends and underspends are likely (in conjunction with the responsible delivery agent);
- Propose strategic communications
- Monitor records and ensure the appropriate national returns are made by the SSLEP Secretariat in an accurate and timely manner;
- Liaise with BEIS / Cities and Local Growth Unit in respect of the Annual Performance Review and the Improvement Plan; ensure any actions arising are agreed and implemented and report the outcome of the conversation;

2.5.2 Timetabling/Frequency

- The SPMG will meet a minimum of four times a year (quarterly) but, during periods where Calls and Commissioning are active and project/programme appraisal, prioritisation and allocation, additional monthly meetings will be scheduled by exception.

2.5.3 Accountability

- The Board will be accountable to the LEP Executive Board.

2.5.3 Representation & Attendance

The Strategic Programme Management Group voting members will comprise:

- SSLEP Private Sector Board Director (Chair)
- 3 EB Board Private Sector Directors (incl. SPMG Vice Chair and LEP EB Chair)
- 2 Public Sector Non-Executive Members (nominated by Staffordshire CEOs Group)

The following representatives will provide secretariat and attend in non-voting capacity:

- Co-opted Section 151 officer from the Accountable Body
- 1 LEP Programme Manager
- SSLEP Chief Executive Officer

The following representatives may attend in an advisory/observer, non-voting capacity:

- CLGU/BEIS representative
- LEP Board Directors
- Senior non-executive public sector members

The Chair may also invite project promoters (from the projects/programmes being monitored e.g. City Deal and Growth Deal) or those with knowledge of financial the position of those

programmes) or a relevant agency (DWP; DfT; DEFRA), where relevant schemes are to be discussed.

For the SPMG meeting to be quorate no fewer than three voting members (2 private sector directors; 1 public non-exec member) should be present.

In line with SSLEP Executive Board procedure, if any voting member has been absent from four or more meetings of SPMG within a rolling 12 month period, without permission of the SPMG Chair, the voting members of SPMG may resolve that that member's office be vacated.

Role & Responsibilities of the Chair of SSLEP's Strategic Programme Management Group

- To provide leadership and direction to SPMG Members, ensuring that the Group is: run in strict accordance with the terms of reference and in a transparent and equitable manner; that any conflicts of interest of members are properly identified and acted upon; that all Members are actively engaged in contributing to the work of the Group; and that effective decisions are made, minuted and actioned.
- To promote full appreciation among group members that SPMG has an appropriate balance of strategic and operational/fiduciary matters.
- To ensure that the Group operates the business case appraisal, prioritisation & approval process set out in the SSLEP Assurance Framework using the criteria set by the LEP Executive Board in operating open calls & commissions.
- To ensure Members utilise the support of the Independent Technical Appraiser, where appropriate, in ensuring Members consider all relevant project & programme details and all relevant matters are discussed and considered in arriving at a set of investable priority projects/programmes which achieve best value and the desired outcomes of the Board.
- To ensure the diversity of views of the membership and other relevant parties where appropriate are heard in undertaking the work of the group.
- To ensure projects & programmes identified through the work of the group provide the best possible programme in delivering against SSLEP's publicly available strategies and business plans and give the best opportunity to achieve desired outcomes.
- To lead the group in undertaking project & programme performance monitoring in a positive manner which supports delivery partners to meet milestones, targets and achieve desired outcomes, whilst holding underperforming schemes to account.

- To ensure the Group has full details available in discussing project & programme risks in order to support strong delivery and managing risks by identification of mitigating actions to minimise risks and/or reduce risks to an acceptable level.
- To be responsible for the maintenance of the SPMG Risk Register as this relates to project & programme performance and management and to ensure key risks are reported to the Audit & Finance Committee.
- To provide leadership, support and advice to SPMG Members, establishing collaborative working relationships which built trust and confidence within SPMG itself and within SSLEP Executive Board.
- To report back to the SSLEP Executive Board in reporting on activities undertaken by SPMG.
- To undertake an annual review on the work of the group with members and officers to examine what went well and areas that might be improved in undertaking the work of SPMG.
- To ensure that SSLEP complies with the National Local Growth Assurance Framework (January 2019), regularly reviewing and updating its Assurance Framework where needed.

2.6 Skills Advisory Panel (SAP)

2.6.1 Purpose

The role of the Skills Advisory Panel is to bring together business and the skills sector. It is responsible for securing delivery of the SSLEP Skills Strategy and its programme of activities and investments. The SAP will provide a mechanism to bring together business and skills stakeholders on skills matters impacting on skills priorities in the SSLEP area and in developing strategies and plans to deliver these priorities. This includes both immediate needs and challenges and looking at what is required to help Stoke on Trent and Staffordshire employers and skills providers adapt to future labour market changes. This includes securing influences on resources and agencies for delivering these priorities and acting as a strategic commissioner of skills provision. The SAP will make recommendations on the strategic fit of skills projects and proposals to the EB.

2.6.2 Remit/powers/decision-making

The SAP will:

- Produce a robust and authoritative evidence based skills and labour market analysis supporting the SSLEP Local Industrial strategy, which clearly identifies existing local skills and employment challenges, and identifies key areas of future needs related to projected local employment growth areas;
- Discuss and agree local skills needs priorities in the short term and longer term recommending these to the LEP Executive Board for endorsement and to work with the Department for Employment to gain influence on the provision offer of skills providers to meet those skills needs;
- Advise on, and help implement, funding and investment decisions for local skills and employment provision;
- Work closely with careers advisory services to ensure that potential learners are informed about career routes and their guidance is informed by up to date local labour market information;
- Provide a strong strategic influence and leadership within the region on education, training and employability by acting as a forum for organisations, including public

sector bodies, private sector businesses and third sector organisations, schools, colleges and other education and training providers;

- Maintain an overview of delivery of the SSLEP Skills Strategy and ensure feedback to inform future strategy development;
- Monitor skills related projects and their outcomes;
- Report to the LEP Executive Board on delivery of the skills strategy and achievement of programme delivery milestones and outcomes, spend and targets;
- Promote activities that seek to raise the achievement of pupils and students in education and training within the region;
- Promote activities that seek to raise educational and training aspirations amongst young people, their families and advisors;
- Work through local delivery bodies and support individual or groups of schools, colleges and other providers to raise student achievement and attainment;
- Provide a network of contact for communications and mutual support between business, public sector, third sector and educational organisations; and
- Seek to influence policy makers at national level of the needs and potential of education and training within the region to leverage resource to the delivery agents to support the achievement of its key purpose.
- Maintain and manage a risk register and associated mitigation plan, and ensure key risks are escalated to the Audit and Finance Committee.

2.6.3 Representation & Attendance

The SAP board will be constituted as follows:

- Chair – SSLEP Board Member (1)
- Senior representatives of City and County Council (2)
- District Council representatives (2)
- City & County School Head teacher (2)
- City & County Employer/Business representatives* (6)
- University Vice Chancellors (2)
- Training Provider Association (1)
- Chamber of Commerce (1)
- FE College Principals (1)

- Voluntary Community Sector representative (1)
- * Will include SME and Larger business and public and private representation

The following will feature as Advisors:

- SSLEP Skills Leads (2)
- Education & Skills Funding Agency
- Cities & Local Growth Unit (1)
- Department of Work & Pensions/Jobcentre Plus (1)

For the SAP to be quorate no fewer than 9 members must attend the meeting

Where the SAP is not quorate, business may proceed but decisions will be subject to confirmation by the majority of members present and voting at the next appropriate meeting provided always that a quorum is present or, where more appropriate, by the Electronic Procedure.

- Local Authority Executive Board Directors can register one named alternate to attend in their place.
- District/Borough Council Leaders should nominate another District/Borough Council Leader.
- The University Board Director can register a named alternate to attend in their place and this should be another University within the LEP Area.

Others relevant stakeholders may attend meetings and participate in discussion at the invitation of the Chair.

Officers and members of the bodies participating in the SSLEP, but not invited to attend and participate, may attend as observers at the discretion of the Chair.

The SAP board will be supported by a secretariat that will be responsible for communication coordination and reporting on programme performance and risk and will conform to the requirements set out in the SSLEP Assurance Framework.

2.7 Audit & Finance Committee (AFC) Terms of Reference

2.7.1 Purpose

The Audit and Finance Committee (the Committee) will:

- maintain strategic oversight of all SSLEP led expenditure and investment to ensure that, taken together, it is coordinated and represents value for money and is complementary;
- provide assurance to the SSLEP that funds are being spent appropriately and in accordance with the conditions placed on each grant / funding stream;
- consider proposals for revenue expenditure;
- take on, as specifically delegated by the EB, responsibility for making recommendations to EB regarding expenditure of any funds or budgets not captured and managed elsewhere;
- identify and report on any potential future funding opportunities.
- Maintain and manage the overarching SSLEP wide consolidated Risk Register and associated mitigation plan on behalf of the EB, including ensuring this is reported to every EB Board and is reviewed in detail at the EB quarterly
- Consideration of the SSLEP's annual accounts, ensure they are reported to the Executive each year in June/July, filed with Companies House and published on the SSLEP's website.
- Oversee submission of SSLEP core funding applications and the submission of government returns on all SSLEP funding streams.
- Consideration of the SSLEP's Annual Audit report and ensure any recommendations are appropriately addressed and reported to the Executive.
- The AFC has responsibility for strategic oversight of all SSLEP-led expenditure and will report to the EB on overall expenditure quarterly, and additionally if it identifies any specific issues which may require a decision from the EB.
- Establishing achievement of value for money and programme risk management will be the responsibility of the Chair of the AFC, supported by the S151 Officer.
- Will be supported in the detailed monitoring and management of the Core Budget, by a funding management group, consisting of the LEP Chief Executive and Officers from the LEP Secretariat and Accountable Body.

2.7.2 Representation & Attendance

The voting members of Audit & Finance Committee will comprise:

- SSLEP Private Sector Board Director (Chair)
- 2 further EB Board Directors (1 Private Sector (Vice Chair); 1 Public Sector)

Secretariat attendees:

- Co-opted Section 151 officer from the Accountable Body
- 1 LEP Programme Manager
- SSLEP Chief Executive Officer

Non-voting Members:

- 3 Public Sector External Funding Lead Officers (City; County; District)

The Chair may also invite, as appropriate, the Chair of SPMG or their representative to update the committee on performance delivery, outputs and outcomes.

2.7.3 Chair of Audit & Finance Committee

- The role and responsibilities of the Stoke on Trent & Staffordshire Local Enterprise Partnership Audit & Finance Chair will be:
 - To agree with the LEP Chief Executive Officer, at the start of each new financial year, the draft operational budget which will be recommended to the LEP Executive Board for approval
 - To provide advice to the LEP Executive Board on investment funding opportunities and on robust monitoring & evaluation of individual projects and interventions
 - To receive and consider quarterly reports on progress against agreed Financial Plans from the S151 Officer and other LEP advisory groups and panels as appropriate to inform consideration of funding or finance related matters
 - To prepare and report budgets and financial position statements for consideration by the LEP Executive Board
 - To review or scrutinise the management accounts of the LEP which will feature within the financial statements of the Accountable Body
 - To ensure the financial budgets and plan (Revenue and Capital) are implemented as agreed by the Board

- To review, maintain and report to the LEP Executive Board on the LEP's Risk Management Framework, recommending courses of action to mitigate and remove risks as appropriate to the robust management of the programme of work.
- In carrying out the duties of Chair of Audit & Finance Group, to consider how to achieve best value for money in all matters
- To provide advice to the LEP Board on the LEPs financial assurance approach to ensuring that the responsibilities of the Chair, Board, CEO, and Accountable Body, including spending decisions, appointments, and governance, are set out clearly and transparently.
- To oversee the appointment of independent auditors and the annual audit process, to ensure that SSLEP financial statements are audited within the required statutory timescales
- To receive reports from both internal and external auditors and to recommend appropriate courses of action to respond to outcomes
- To investigate any financial irregularity contained within the remit of the LEP and to make recommendations to the LEP Executive Board and S151 Officer accordingly
- To work closely with the Accountable Body S151 Officer in fulfilling the requirements of the Chair of Audit & Finance Group role.

2.8 Growing Places Funding Panel

2.8.1 Purpose

The role of the Growing Places Funding Panel (GPFP) is to support the SSLEP's ambition to see more businesses employing more people providing goods and services that are in demand nationally and internationally.

Specifically, the panel is in place to consider projects that come forward for a Growing Places Fund loan to confirm their eligibility according to the terms of the SSLEP Strategic Plan. The composition of the group is such that there is representation from both private and public sector. In line with the agreed Scheme of Delegation (Section 3 of this document) the panel will approve projects up to the value of £1million and,

for projects requesting over £1million, will make a recommendation to and requested a decision from the SSLEP Executive Board. The panel is responsible for ensuring the allocation of the fund to maximise economic growth, unlock development and expansion, and leverage private investment.

The GPFP will align their activity with SSLEP strategic priorities and other SSLEP funds, e.g. ESIF, LGF etc.

2.8.2 Remit / powers / decision making

The GPFP will:

- Consider the eligibility of loan applications brought to panel and advise GPF delivery team of decision accordingly
- Where the value of applications exceeds the current loan allocation, evaluate the business(es) to be supported based on the best value for money / economic benefit and advise GPF delivery team accordingly.
- Ensure, where practicable, an even geographical spread of businesses supported by promoting the fund on behalf of the GPF delivery team, taking decisions on local priorities for investment
- Ensure that the fund is operating on a revolving basis to support as many businesses as possible in the region
- Inform the EB of recommendations made at panel level, where relevant, requesting approval to take forward and making a full report to the EB on the activity and progress of the Fund on a bi-annual basis.
- Maintain and manage a risk register and associated mitigation plan.
- Consider and act on findings at audit

2.8.3 Representation and Attendance

The Group will be constituted as follows:

- Chair – SSLEP Board Director (currently SSLEP Audit and Finance Group Chair) (1)
- Senior representatives of Stoke on Trent City and Staffordshire County Council (2)
- District Council representatives (2)
- Private Sector representative (1)
- Chamber of Commerce (1)
- SSLEP Partnership Manager or equivalent (1)

The following will feature as Advisors:

- LEP Accountable Body/S151 Finance Officer
- Growing Places Fund Officer*

(*secretariat responsible for administration, communication and reporting on programme performance and risk.

The GPFP will meet as required, typically up to four times a year. The GPFP is quorate if no fewer than 4 members should be present and must include 1 private sector Board Director.

2.9 Ceramic Valley Enterprise Zone Project Board

2.9.1 Purpose

The CVEZ was given Enterprise Zone status, legislated in law, in 2016. CVEZ is a three-mile long corridor within which are six largely cleared individual sites with over 140 hectares of net developable land.

Responsibility to oversee the delivery of the CVEZ was mandated by central government to the Stoke and Staffordshire Local Enterprise Partnership, who have subsequently mandated Stoke on Trent City Council to act as the CVEZ accountable body.

The SSLEP Company Executive Board has delegated responsibilities for scrutinising the CVEZ delivery to a CVEZ Project Board.

The CVEZ is an ambition to provide growth opportunities for modern industries that will provide high quality jobs for residents and bring new business and skills and to the area. The CVEZ is expected to facilitate the growth from traditional industries to cutting-edge globally competitive sectors.

The delivery strategy for the CVEZ outlined in its Strategic Implementation Plan is a bold statement of the Stoke and Staffordshire Local Enterprise Partnership's (SSLEP) determination to transform the conurbation and reap the wider rewards of sustainable economic growth.

By 2025 it is estimated the CVEZ will deliver:

- A net land value uplift equivalent to £39.3 million;
- 140 Ha of brownfield land reclaimed
- 350,000+ sqm of additional employment floorspace.
- Circa 7,000 jobs on-site

2.9.2 Main duties

The CVEZ PB is not a decision-making body and will therefore provide recommendations to the SSLEP Strategic Programme Management Group (SPMG). The CVEZ Project Board will make recommendations to the SPMG on:

- Endorsing the updated annual CVEZ Strategic Implementation Plan (SIP)
- Endorsing the programme of activity and CVEZ budgets (including the use of retained business rates uplift) within the SIP
- Recommending projects to use CVEZ finance to the SPMG

The CVEZ PB will provide a scrutiny role on delivery. It will receive and review quarterly monitoring reports. It will provide instructions to the Accountable Bodies' officers should further information be required and escalate issues of importance to the SSLEP SPMG.

2.9.3 Membership & Chair

The Membership of the CVEZ Project Board will consist of

- Stoke on Trent City Council Cllr Lead (Chair)
- Stoke on Trent City Council Officer Lead
- Staffordshire County Council Cllr Lead
- Staffordshire County Council Officer Lead
- Newcastle Under Lyme Borough Council Cllr Lead
- Newcastle Under Lyme Borough Council Officer
- Lead officer from the Stoke and Staffordshire Local Enterprise Partnership
- Nominated officer from the government department BEIS
- Private sector development and property specialist (to be nominated by the Chair)

Although not Members, and therefore with no voting rights on recommendations, the following officers are also expected to attend PB meeting and advise the PB as appropriate

- CVEZ Programme Manager
- Financial lead, appointed by the CVEZ Accountable Body's Chief Financial Officer
- Marketing lead, nominated by Stoke-on-Trent City Council
- Elected members or relevant portfolio holders nominated by local authorities

2.9.4 Meetings

The PB will meet quarterly.

The meeting will only be considered quorate with 66% of members attending.

The meeting will occur to coincide with the latest quarterly monitoring report being released.

1 week in advance of each PB meeting an agenda and accompanying papers will be circulated to members of the PB by the CVEZ Programme Manager.

Any recommendations made by the PB to the SSLEP SPMG or SSLEP Company Executive Board will be minuted.

The PB meetings' papers and minutes will not be published but will be available upon request, subject to restrictions regarding confidential information.

2.9.5 Decisions and recommendations

The PB will not be a decision-making body

The PB will make recommendations on the adoption of the revised CVEZ SIP and project business cases to the SSLEP Strategic Programme Management Group (SPMG).

For a recommendation to go forward from the PB to the SSLEP SPMG, then the recommendation will need to be agreed to by the PB and minuted (voting would take place should there not be full consensus of the PB, over 50% of votes would be required for the recommendation to move forward).

Electronic voting could be used at the discretion of the PB Chair.

2.9.6 Reporting procedures

The minutes of each meeting will be circulated to all PB Members.

The CVEZ PB Chair will represent the PB at the SSLEP Company Executive Board meetings.

2.10 Policy Advisory Groups

The SSLEP encourages the formation of thematic or sector specific Policy

Advisory Groups and recognises that many such groups already exist and are operating successfully. The SSLEP is committed to engaging with any groups in the following ways:

- The SSLEP will maintain a list of any relevant thematic or sector groups operating in the Stoke-on-Trent and Staffordshire area, and ensure those groups (where they wish to be) are kept informed of SSLEP activity.
- The SSLEP will seek the views of relevant groups when developing, reviewing and refreshing its key strategies (e.g. the SEP / EU investment strategy).
- The SSLEP Executive Board will provide an opportunity for thematic or sector groups to discuss any issues or concerns they would like to bring to the SSLEP's attention and otherwise feed in the views of their membership on issues of relevance to the SSLEP.
- The SSLEP may provide specific secretariat support to these groups where appropriate

2.11 Task and Finish Groups

- The EB, and its sub-groups, may choose to delegate specific functions to task and finish groups, each of which will require specific terms of reference.
- The EB, and its sub groups, may only delegate functions for which they have responsibility and may wish to set parameters within which such groups may operate.
- It is anticipated that the EB may particularly wish to exercise this option when in a 'negotiating' phase with government – when a lean and responsive group is needed to respond to tight timescales issued by Government in determining the detail of specific funding deals.
- Consideration will need to be given to the appropriate membership of such groups.
- All external appointments will be made in accordance with SSLEP Constitution and specifically the Commissioner of Public Appointments Governance Code (December 2016).

2.12 SSLEP Partnership

2.12.1 Purpose

The Partnership is an open group which comprises of the wider Stoke on Trent and Staffordshire business base and stakeholder partners who come together to discuss their shared objective of increasing local economy prosperity.

The Partnership meets with the Company Executive Board on a biannual basis. These meetings provide a forum to discuss the strategic issues the Company Executive Board needs to focus on. In particular, Partnership discussions will relate to:

- ensuring the delivery of economic growth in the SSLEP area;
- working in partnership across public and private sectors, ensuring the business voice influences the economic strategies for the area;
- championing Stoke-on-Trent and Staffordshire as the place to do business; and facilitating an entrepreneurial environment in which business can start-up, prosper and grow. Throughout this document the SSLEP Partnership will simply be referred to as the Partnership.

2.12.2 Timetabling / frequency

The Partnership shall meet **twice a year** (normally May & November). One of these meetings will take the form of a LEP Annual Conference and will also include the Annual General Meeting of SSLEP Ltd. The calendar of future meetings will be set for a year at a time.

The Partnership meetings will replace the Company Executive Board meeting in the months that it convenes.

2.12.3 Annual General Meeting:

The Annual General Meeting, while open to all, has a core attendance comprising of:

- Chair appointed by the Board (Business) - 1
- Business (Inc. the Chief Executive of the Chambers of Commerce, Chair of the DMP and the Community Enterprise business sector)
- Leader or nominee of the local authorities and nominee of the accountable body – 7
- Constituent University Representation – 2
- Chair of the Association of Further Education Colleges – 1

2.12.4 Post-holders:

2.12.4.1 Chair

- The Annual General Meeting will be led by the chair of the Company Executive Board who will be appointed from the private sector.
- Duties of the Chair of the Annual General Meeting will be to:
 - provide leadership in the delivery of the vision, strategic objectives, targets, and outputs, working with the Vice Chair and the Company Executive Board;
 - chair meetings of the Annual General Meeting and ensure their smooth and effective operation;
 - have responsibility for taking a casting vote in the event of a tie in any vote undertaken at the Annual General meeting;
 - build cohesion within the SSLEP Partnership, ensuring that all partners work together for the best outcomes for Stoke-on-Trent and Staffordshire;
 - represent SSLEP Ltd. at high profile events, engaging in national and local discussions and public relations opportunities as required;
 - undertake lobbying activity and pursue opportunities to influence Government and wider policy; and
 - ensure the Secretariat is operating effectively and within its mandate.

2.12.4.2 Vice-Chair

- The Company Executive Board will also appoint a Vice-Chair from their membership. The Vice-Chair will serve in that position until and unless:
 - the Executive Board decides to appoint a new Vice-Chair;
 - the person serving in that position resigns as Vice-Chair or from the Board; or
 - their term of office comes to an end
- The Vice-Chair will chair meetings of the Annual General Meeting when the Chair is unable to attend.

2.12.4.3 Representation and Attendance

Procedural details for the Annual General Meeting are set out in articles 27 – 39 of the SSLEP Company Articles of Association.

2.13 ESIF Committee

2.13.1 Purpose

The Stoke-on-Trent and Staffordshire SSLEP European Strategic Investment Funds (ESIF) Committee is responsible for the strategic oversight of local investments of the European Regional Development Fund (ERDF), European Social Fund (ESF) and European Agricultural Fund for Rural Development (EAFRD) and their operational delivery in line with the Operational Programmes.

The SSLEP ESIF Sub-Committee is an integral part of the governance structure required to deliver the England 2014-2020 ERDF and ESF Programmes through its management of the SSLEP ESIF strategy and demonstrates England's commitment to delivery of ERDF and ESF Programmes and allocated EAFRD in the spirit of the partnership principle that is embedded in the Common Provisions Regulations.

Including:

- working with the Managing Authorities (MAs) in ensuring operational delivery of Structural Fund activity in Stoke-on-Trent and Staffordshire;
 - overseeing the development of an appropriate pipeline of project proposals for operations;
 - making recommendations on investments at outline and full stages (to be approved by ESIF Sub-Committee prior to going to the Managing Authority for approval);
 - Reporting progress and feeding in to national processes as directed by the UK Growth Programme Board as appropriate;
 - monitoring performance at the level of the European Structural and Investment Framework; and
 - overseeing cross LEP working with neighbouring and other LEP's especially for the joint working arrangements for the overlapping area with the Greater Birmingham LEP;
 - maintaining and managing a risk register and associated mitigation plan.

2.13.2 Representation & Attendance

The sectors that need to be represented on the SSLEP Area Partnership are defined nationally as follows:

- Local Enterprise Partnership (Business Representative)
- Local Authority
- Private sector (this can include social enterprise)
- Voluntary & social partners
- Environment
- Trade Union & Equalities
- Education, skills & employment
- Rural representative where appropriate
- Managing Authority – MHCLG for European Regional Development Funds and DWP for European Social Funds.
- BEIS Local as advisors

2.13.3 Meetings and Papers

- The ERDF/ESF Managing Authority, MHCLG, will provide the secretariat for the SSLEP ESIF Sub-Committee, managing dates, venues, minute taking, recording decisions, collating and circulating papers, and publishing decisions working closely with the Sub-Committee and the Chair.
- The Secretariat will provide administrative support for the SSLEP ESIF Sub-Committee.
- The Secretariat will be drawn from either or both of the ERDF or ESF Managing Authority. In fulfilling this role, it will work closely with the Sub-Committee and the Chair.

2.13.4 Responsibilities

Its responsibilities will include:

- Advising the Sub-Committee on governance arrangements;
- Organising meetings, preparing or commissioning agendas and papers for the meetings as agreed with the Chair and lead MA;

- Circulating papers and agendas in advance of meetings;
- Ensuring that all decisions of the SSLEP ESIF Sub-Committee are accurately recorded so that there is a clear audit trail;
- Writing minutes of all meetings of the SSLEP ESIF Sub-Committee, getting initial approval of the minutes from the Chair, distributing them to members and, once agreed, making them available on the public site;
- Briefing the Chair on any issues relating to discussions;
- Providing/commissioning the Management Information reports on behalf of the different Managing Authorities (standard reports) and/or the provision/commissioning of particular reports or papers for the Sub-committee;
- Supporting communication between the GPB and its national level sub-committees and the SSLEP ESIF Sub-Committee;
- Maintain a record of all the interests of the members of the SSLEP ESIF Sub-Committee. Acting as described within the Terms of Reference.

The Lead Managing Authority will be responsible for ensuring that the other MAs are consulted and have agreed papers as appropriate where these affect the administration of the different ESI Funds.

2.14 SSLEP Secretariat

The SSLEP secretariat supports all of the operations and activities of the SSLEP and is directly accountable to the LEP Executive Board. The Executive Board is responsible for approving the structure of its independent Secretariat, ensuring that it is funded at an appropriate level and has sufficient capacity to carry out the roles and responsibilities of its function on behalf of the partners and to the standards required by any external funding bodies. Its key roles and objectives which include:-

- Provide the Chair and Directors with impartial advice and support in respect of all activities of the SSLEP
- Represent the interest of the SSLEP partners to government
- Develop policy, e.g. the Local Industrial Strategy, and translate this into deliver actions with government, supporting the delivery of economic outcomes for the area.
- Establish cross-LEP groups working across neighbouring boundaries ensuring strategies and investments are aligned
- Promote the role to businesses and support business engagement
- Convene training for board members and support best practice
- Provide administrative support to the SSLEP e.g. organisation of meetings, agenda distribution, minute taking, publication of minutes etc.
- Maintain and ensure the SSLEP website is up to date and support the delivery of all communications.
- Liaise with government and other bodies on behalf of the SSLEP, including completing all required documentation and returns
- Identify new investment and funding opportunities

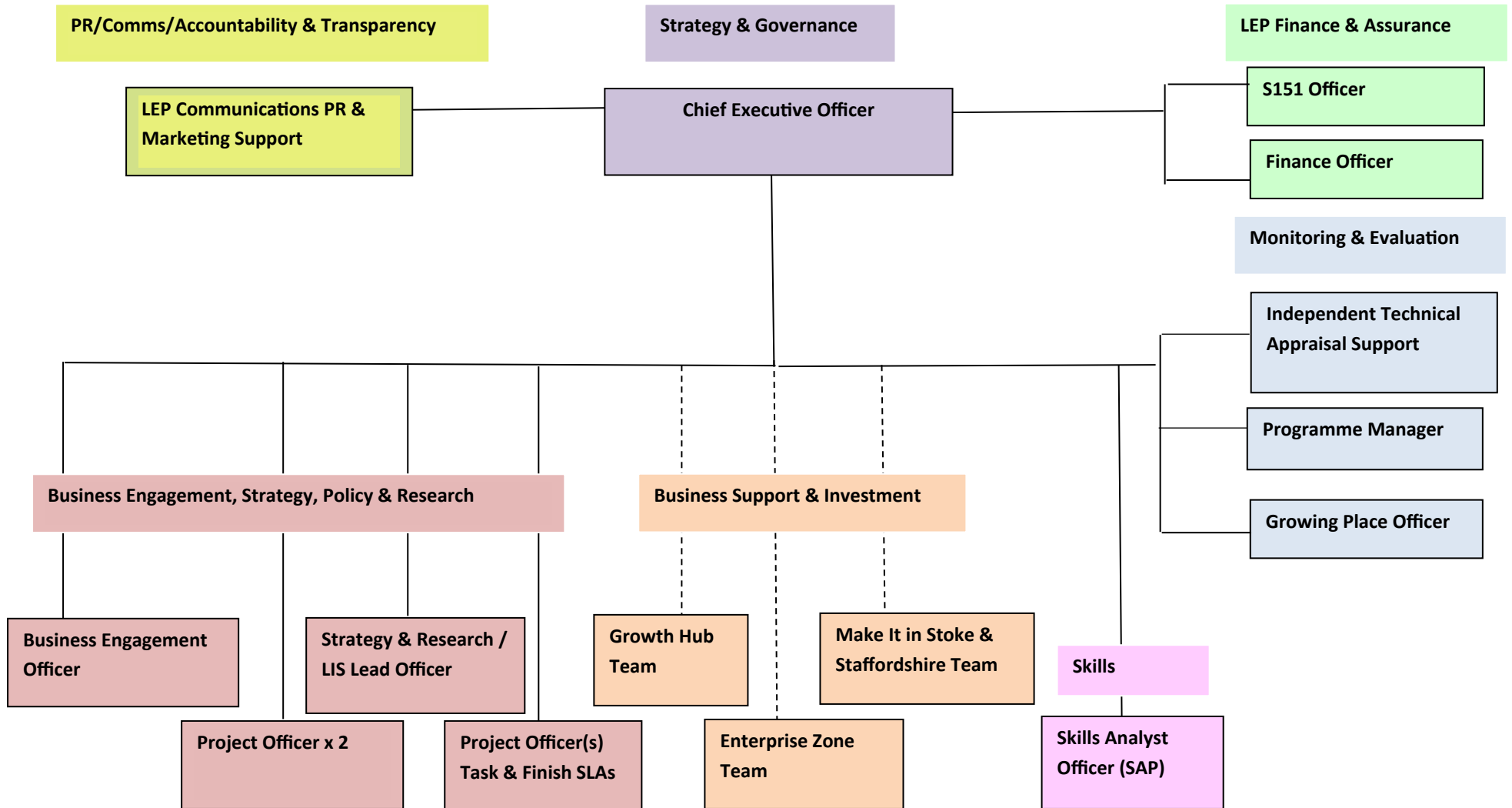
The Secretariat structure is set out below in Figure 1 of this document.

2.14.1 Role of Chief Executive

The role and responsibilities of the Chief Executive Officer will be to provide energetic & visionary leadership in:

- Setting & driving the strategic direction for SSLEP, working with Directors
- Leading on strategic partner & stakeholder engagement including the development & delivery of the Business Engagement Strategy, working with Chair & Board
- Providing the LEP public face & leading delivery of the Communications Strategy
- Working with Communications Officer to coordinate internal communications for the Directors, partners and staff
- Leading on the Board Member Induction & Refresh Programme
- Developing & managing LEP finance & budget and ensuring best value for money, working with the Chair of Audit & Finance and S151 Officer
- Providing the Company Secretary compliance role on Assurance Framework

SSLEP Secretariat



- Leading, managing & developing the LEP Team, working with the LEP Executive Board in ensuring there is sufficient capacity to deliver.

2.15 Protocols

2.15.1 Cross LEP Working

There will be occasions when the SSLEP may wish to work in partnership with other LEPs, in particular those with which it shares borders. This cross-working might relate to a specific, time-limited, project or may be more general in nature.

Whenever the SSLEP is involved in specific joint working it will develop project and/or partner specific joint working protocols. These will be bespoke to the collaboration in question; however, the following components will be included in all joint-working agreements:

- Detail of the shared aims and objectives of the project / partners.
- An agreed set of shared values and ways of working, including, for example; commitment to delivering value for money and minimising duplication; being open and honest and sharing information; a recognition of the rights and responsibilities of all partners; and embracing best practice, learning and experience.
- Detail of the specific roles, responsibilities and commitments of partners, in the delivery of the aims and objectives of the collaboration.
- Specific detail of any formal joint decision making structures and how they fit with each partner's own governance arrangements, in particular this will make clear who is accountable for decision making and delivery.
- Individual joint working agreements will form part of the SSLEP's Assurance Framework and will, therefore, be made available on the SSLEP's website.

The SSLEP Company Executive Board will have responsibility for agreeing specific joint working arrangements and signing off any protocols and agreements.

2.15.2 Transparency Engagement and Scrutiny

- The SSLEP will comply with the relevant best practice guidance.¹
- The SSLEP will engage with business through its participation in business networks, local events, the work of the Growth Hub and supporting programmes including local pop up sessions, and an Annual Conference open to all. The Board and SME lead will maintain an overview of these activities and ensure that they are effective.
- The SSLEPs website will contain copies of the SEP, LIS, Annual Report, Audits and Accounts, business cases and short progress reports.
- In relation to the agendas and minutes of the SSLEP's decision-making bodies, these will be made available to the public via publication on the SSLEP's website, in accordance with timescales set out in the relevant legislation relating to Local Authorities and Best Practice guidance.
- The SSLEP will ensure that any request for information under the Freedom of Information Act or Environmental Information Regulations 2004, are dealt with in line with requirements placed on the Accountable Body as a public sector organisation.
- The SSLEP has a separate enquiries, compliments and complaints policy, which is published on the website.
 - The SSLEP will maintain a secure form reporting for third party complaints, in order to:
 - provide assurance on confidentiality
 - Offer secure form reporting
 - Provide a clear point of contact
 - And will set out a clear response timetable
- The SSLEP will be subject to independent scrutiny by Members of the constituent Local Authorities. The Local Authority Scrutiny Committees with delegated responsibility to scrutinise the SSLEP will, at least annually, conduct a joint meeting to hold the SSLEP to account on delivery of the Strategic Economic Plan, Local Industrial Strategy and other matters of strategic importance.

¹ Local Enterprise Partnership governance and transparency guidance – January 2018; MHCLG National Local Growth Assurance Framework Version 3, 2019

- Each District and Borough Council will be invited to send an appropriate representative (most likely a Scrutiny Member involved in scrutiny of economic regeneration).
- Arrangements for the meeting will be managed by the Scrutiny Teams at SCC and SOTCC on a rotating basis. Details of the meeting will be publicised on the Councils' websites in accordance with the Local Government Act 2000 and will also be made available on the SSLEP website.
- The SSLEP Chair, or appropriate substitute, will prepare a report for the meeting and will be required to attend to respond to questions and issues raised. The SSLEP Chair, or appropriate substitute, may request that additional SSLEP Company Executive Board Members also attend the meeting if required.
- In addition, individual member Local Authorities will be free to scrutinise projects and activities which impact on economic regeneration within their area.

2.15.3 Rules of Conduct, Appointment of Members & Terms of Appointment, Succession Plan, Induction Programme

- All appointments for Private Sector Directors are made through an open, transparent, competitive and non-discriminatory process. All appointments will be made in accordance with the provisions of the [Governance Code on Public Appointments \(December 2016\)](#).
- Arrangements for advertising and recruiting Company Directors will be delegated to the Secretariat, with all appointments to be made by a Nominations Committee and formally signed off by the Company Executive Board
- All members will be required to sign a code of conduct – see Code of Conduct for LEP Board Members (Section 4).
- A Nominations Committee, made-up of LEP Board representatives, supported by the Senior Officer of the SSLEP Secretariat, undertakes recruitment to the SSLEP Company Executive Board.
- Positions on the Company Executive Board are publicly advertised in accordance with the National Assurance Framework requirements. Interested candidates are required to complete and submit an Application Form & CV. The Nominations Committee reviews and assesses applications against the role specification and candidates are shortlisted for an interview with the Nominations Committee members. A combination of the completed application and interview is used to assess each candidate's experience, suitability and fit. The Committee then makes a recommendation to the LEP Company Executive Board for ratification.
- When recommending new Board Directors, the Committee must be mindful of achieving the National Assurance Framework requirements and ensuring the best and correct mix of skills, experience, diversity for the LEP Board. All appointments will be made on merit.
- In respect of Private Sector Board Directors, the recruitment process will commence a full 4 months ahead of the end of Term of Appointment. In respect of the Chair's position, the recruitment process will commence a full 6 months ahead of the end of

the Term of Appointment. In respect of the Vice Chair's position, the recruitment process will commence a full 5 months ahead of the end of the Term of Appointment. Board Directors will normally be required to provide a reasonable period of notice, in line with these arrangements, which are sufficient to accommodate formal induction and handover discussion and which protect the integrity of the business delivery programme.

- Private sector LEP Board Directors are initially appointed for a three-year term but an individual may be re-appointed for a further term with the agreement of the Chair, who is also responsible for undertaking annual reviews with Board Directors. They will serve in that position until and unless:
 - the Chair decides to appoint a new Board Director following the outcome of the annual review;
 - the person serving in that position resigns from their Assigned Role or from the Board;
 - their term of office comes to an end; or
 - they are disqualified or removed in line with article 22 of the Articles of Association.
- The Chair and Vice Chair can each be appointed for a term of up to 3 years, with an option to reappoint for a further term of up to three years, with the agreement of the Executive Board. The performance of the Chair and Vice Chair is subject to annual review by the Company Executive Board. They will serve in that position until and unless:
 - the Company Executive Board decides to appoint a new Chair/ Vice-Chair;
 - the person serving in that position resigns as Chair/ Vice-Chair or from the Board;
 - their term of office comes to an end; or
 - they are disqualified or removed in line with article 22 of the Articles of Association (Appendix 8).

The SSLEP has a Board Member Induction Programme in place for new Board Members:-

- New Board members will sign the Code of Conduct Form; complete a declaration of Interests Form, and will attend their first Board Meeting in a letter of appointment which would include an Induction Pack.
- The Induction Pack will include the SSLEP Assurance Framework (inc. Company Articles of Association, all partnership governance and SSLEP policies), strategy documents setting out the SSLEP priorities and the latest Annual report and Delivery Plan.
- An induction meeting will be held with the Chair / Vice Chair and SSLEP CEO – where multiple appointments are made this would be held as a joint session. The induction meeting will include details relating to the SSLEP's finances and key funding streams.
- New Board Members will have access to the LEP Network National Training Programme.
- Refresher sessions on Board Director requested areas (e.g. governance, procedure on declarations of interest etc.), will form part of the SSLEP Annual Board Strategy / Away day, the main purpose of which would be forward planning.

2.15.4 Use of Government Branding Guidelines

- The Stoke on Trent & Staffordshire Local Enterprise Partnership is committed to meet Government branding guidelines for LEP funded initiatives, projects and programmes and to ensure correct branding and wording is used for websites, signage, social media, press notices and other marketing material.
- SSLEP provides full details of branding guideline to all partners and project promoters and use of these guidelines is a condition of any related funding award and is included in the formal grant agreements. Checks are made as part of grant compliance that the appropriate branding has been used.

2.16.1 Accountable Body / S151 Officer

- The SSLEP will ensure that there is an accountable body agreement in place with Staffordshire County Council who manage all financial matters on behalf of the SSLEP. Responsibilities of the Accountable body include:
 - Provision of financial advice and support to the SSLEP, including reporting regularly to the Executive on the financial position of the SSLEP.
 - Ensuring that funding is used appropriately and in accordance with the aims of the SSLEP and relevant legislation.
 - Ensuring compliance with the National and Local Assurance framework
 - Holding the funding received from Government or Other bodies and Organisations, and making payments in accordance with the decisions of the SSLEP
 - Ensuring grant recipients enter into a funding agreement and comply with the conditions of that agreement.
 - Ensuring arrangements are in place for audit of the SSLEP activities equivalent to those in place for local authority spend
 - To attend the Annual Performance Review of the SSLEP, and provide all relevant financial information for the review.
 - Attendance at the SSLEP Executive Board and other groups as set out in the Articles of Association and Assurance Framework
 - Ensure compliance with the legal requirements to file annual returns and other documents to Companies House.
 - S151 Officer to provide an annual assurance statement on SSLEP compliance with the national assurance framework
 - S151 Officer to ensure public funds are handled in line with relevant procedures and grant conditions and that funds are used with propriety, regularity and deliver value for money.
 - S151 Officer will escalate any concerns around non delivery and or mis management that cannot be resolved locally to the Cities and Local growth Unit.

- To act, if requested by the SSLEP Executive board, to act as the company secretary for SSLEP Ltd
- Production of the final accounts of the SSLEP
 - SCC accounts (as the Accountable Body) will be finished and audited by 31 July each year.
 - SSLEP Ltd accounts will be finished and audited by 31 July each year.
- In the event that the accountable body does not comply with a decision of the SSLEP, and the matter cannot be resolved directly by the Parties, such dispute shall be referred to a senior officer nominated by each of the Parties who will use all reasonable endeavours to resolve the dispute. Any such joint resolution shall be a final determination of the dispute. If joint resolution is not met then mediation between the SSLEP Chair and Accountable Body Chief Executive would prevail. If the conflict remains unresolved all parties will agree to appoint an independent person(s) to assist the SSLEP and the accountable bodies to resolve the matter.

2.16.2 Working with Local Authorities

All Stoke and Staffordshire local authorities are members of the Local Enterprise Partnership. The Leaders of Stoke on Trent City Council and Staffordshire County Council along with three Leaders from the Borough / District Councils sit on the LEP's Executive Board.

The Leaders of the Borough and District Councils are nominated to the LEP Executive Board by their Staffordshire District Council counterparts. All LEP Board papers are circulated to the Leaders and Chief Executive Officers of all Stoke and Staffordshire Councils five days in advance of the meetings. The District and Borough Council partners feed their comments, suggestions and queries into the Executive Board meetings using their nominated counterparts who sit on the Board. The Leaders of the Stoke and Staffordshire local authorities also nominate representatives to serve on other LEP groups as outlined in the LEP's Constitution.

The partnership has no formal Local Authority Joint Committee with which to engage, however, the local authority Leaders hold bi-monthly joint meetings. Their

Directors, with responsibility for the various areas of economic growth, also meet bi-monthly on the alternate month to the Leaders group. LEP and other shared Council matters are discussed at these meetings which are attended by the LEP Chairman and/or the Partnership Manager, depending upon partner requirements. In addition, the Local Authorities hold an annual Joint Scrutiny Committee of Stoke on Trent and Staffordshire County Council Councillors who sit on their own Council Scrutiny Committees. The Joint Scrutiny Committee has a focus on examining and providing challenge and suggestions on the LEP work programme and its operations. Many Staffordshire County Councillors involved in scrutiny are also District Councillors and so all local authority areas are represented in the joint Scrutiny meeting.

The local authority partners work together with other LEP Board members to deliver the work of the partnership through the various LEP programmes including the Growth Deals and in delivering services to businesses through the Growth Hub.

2.16.3 Risk Management Statement

- The Audit & Finance Committee will maintain and manage the overarching SSLEP-wide risk register and associated mitigation plan on behalf of the EB. The SSLEP wide risk register will be included on the agenda of every EB meeting and will be discussed in detail at the EB twice yearly.
- The risk register will include a statement setting out each risk, the risk owner, a categorisation of the risk (red,amber,green), mitigating actions, actions owner and current progress on mitigating actions / position on the risk, including any relevant timescales.
- Each permanent sub-group is responsible for owning its own Risk Register and associated mitigation plan and are responsible for escalating / de-escalating risks to the audit and Finance Committee. Each permanent sub-group will have an agenda item relating to risk.
- The named individual responsible for “Risk” on behalf of the SSLEP will be the Chair of the Audit & Finance Committee, supported by the Chief Executive Officer.

APPENDICES:

Appendix 1	Electronic Procedure (Decision Making)
Appendix 2	Register of Interests
Appendix 3	Meetings & Papers
Appendix 4	Report Publication Scheme
Appendix 5	Operating Structure
Appendix 6	Diversity Policy
Appendix 7	Board Remuneration and LEP Officer Salaries
Appendix 8	Articles of Association
Appendix 9	Accountable Body Agreement

Appendix 1 - Electronic Procedure (Decision Making)

- In this text the term “committee” is deemed to cover Board, Committee, Panel or sub-Committee, etc.
- Where the Chair of a committee has decided to seek agreement to a proposal via the **Electronic Procedure** the following process shall be implemented:
 - In such cases, the Secretariat shall write to each member of that committee requesting agreement to a specified course of action.
 - Committee Members shall be given no fewer than five clear working days to respond, unless a decision is required urgently, which in relation to the Electronic Procedure, will be determined by the Chair in conjunction with the Vice Chair.
 - For a decision to be taken, the number of members participating and the composition of those members must be the same as for a quorate meeting and over 50% of those participating must agree to the course of action. All decisions made by Electronic Procedure shall be ratified at the next scheduled meeting of the relevant group, provided a quorum is present.
 - The relevant committee may also delegate specific decisions to the Chair following a meeting, for example if some additional action is required on an item which has been discussed at a meeting. Where the Chair receives a specific delegation, any decision must be:
 - recorded, stored by the Secretariat, and published on the SSLEP’s website; and
 - ratified at the next meeting of the relevant committee, provided a quorum is present.

Appendix 2 - Register of Interests

For the avoidance of doubt, this covers all members, participants in SSLEP meetings and key members of staff, and includes the expected personal Code of Conduct and anything that may be construed as Conflicts of Interest.

Board Members are required to complete a Register of Interests before participating in any decisions as set out in the “[National local growth assurance framework](#)” guidance.

Members' declarations of interest can be found at SSLEP website, Governance section,

Declarations of Interest can be found on our website SSLEP Governance page at:

<http://www.stokestaffslep.org.uk/about-us/governance/>

Appendix 3 - Meetings & Papers

Summary of timings – applies to ALL SSLEP meetings:

- Giving Notice of items for inclusion on an agenda - 10 working days prior to the meeting
- Issues of Papers - 5 working days prior to the meeting
- Minutes issued (in draft) – 10 working days after the meeting
- Minutes ratified - At next meeting of the group

GENERAL:

The agenda and papers for meetings will be coordinated by the Secretariat and approved by the Chair, and members of the relevant panel may request that items are added.

- Panel members wishing to propose items for the agenda should contact the Secretariat at least ten clear working days prior to the meeting. Ordinarily such items will be added to the agenda for the next meeting unless at specific direction from the Chair who shall provide reasons to the proposing Board Member.
- The Secretariat will issue an agenda and papers for meetings at least 5 clear working days in advance of that meeting which will be made available for public inspection through publication on the SSLEP's website.
- Documents which are not circulated with the agenda may be circulated with shorter or no notice, with the agreement of the Chair. Decisions arising from this process shall not be taken unless in accordance with the protocols in Appendix 1 – General - in relation to urgency.
- Some papers will not be suitable for release into the public domain, due to them containing personal information about individuals or commercially sensitive data. Any reports which are not published will be stored by the Secretariat. However in this instance a summary decision notice will still be posted on the SSLEP's Website. If necessary, the decision regarding whether an item should be considered confidential will be made with reference to the categories of Confidential and Exempt Information set out in the Local Government Act 2000 and any later amendments to that Act.
- Member(s) of the Secretariat will attend meetings in order to:
 - take minutes; record decisions; update and circulate Action Lists
 - provide any information requested at earlier meetings; and

- provide any other support required by the Chair.
- Minutes of meetings shall be approved in draft form by the Chair and disseminated to members following the meeting. Minutes shall be published within 10 clear working days of the meeting but remain draft until approval at the next meeting.
- Once approved, within 10 clear working days of that approval, minutes will be republished on the SSLEP website with any amendments.
- Both publication of draft and final minutes is subject to them being suitable for release into the public domain. Any minutes which are not suitable for release into the public domain, for example due to them containing personal information about individuals or commercially sensitive data will be stored by the Secretariat.
- The Secretariat will maintain and publish a schedule/diary of meetings, including:
 - the date for notification of agenda items,
 - the date for receipt of update reports,
 - the date for issue of agendas & papers,
 - the date for issue of draft minutes,
 - the date for publication of authorised minutes.
- The Secretariat will maintain a central electronic store of all paperwork pertaining to SSLEP meetings including, but not limited to: agendas; minutes; terms of reference; register of interests; and a record of decisions taken outside meetings.

Appendix 4 – Report Publication Scheme

- SSLEP Report Publication Scheme reflects our commitment to maximising the publication of information relating to Executive Board and Sub Group recommendations and decisions relating to our policies and use of public funding.
- Where deemed appropriate SSLEP may exclude papers from the public domain. Where possible, confidential information will be set out in unpublished appendices, enabling cover report publication which will include detail of the grounds for exemption of information included within the confidential appendix.
- Publication arrangements of meeting agendas, papers and minutes are included in the Terms of Reference of relevant decision-making groups. Declaration of interests made at meetings are included within meeting minutes. The register of interests (adopted for all of our governance structures) are included on our website.
- All documents produced by or on behalf of SSLEP will be allocated one of two classifications which determines their circulation restriction. See below.

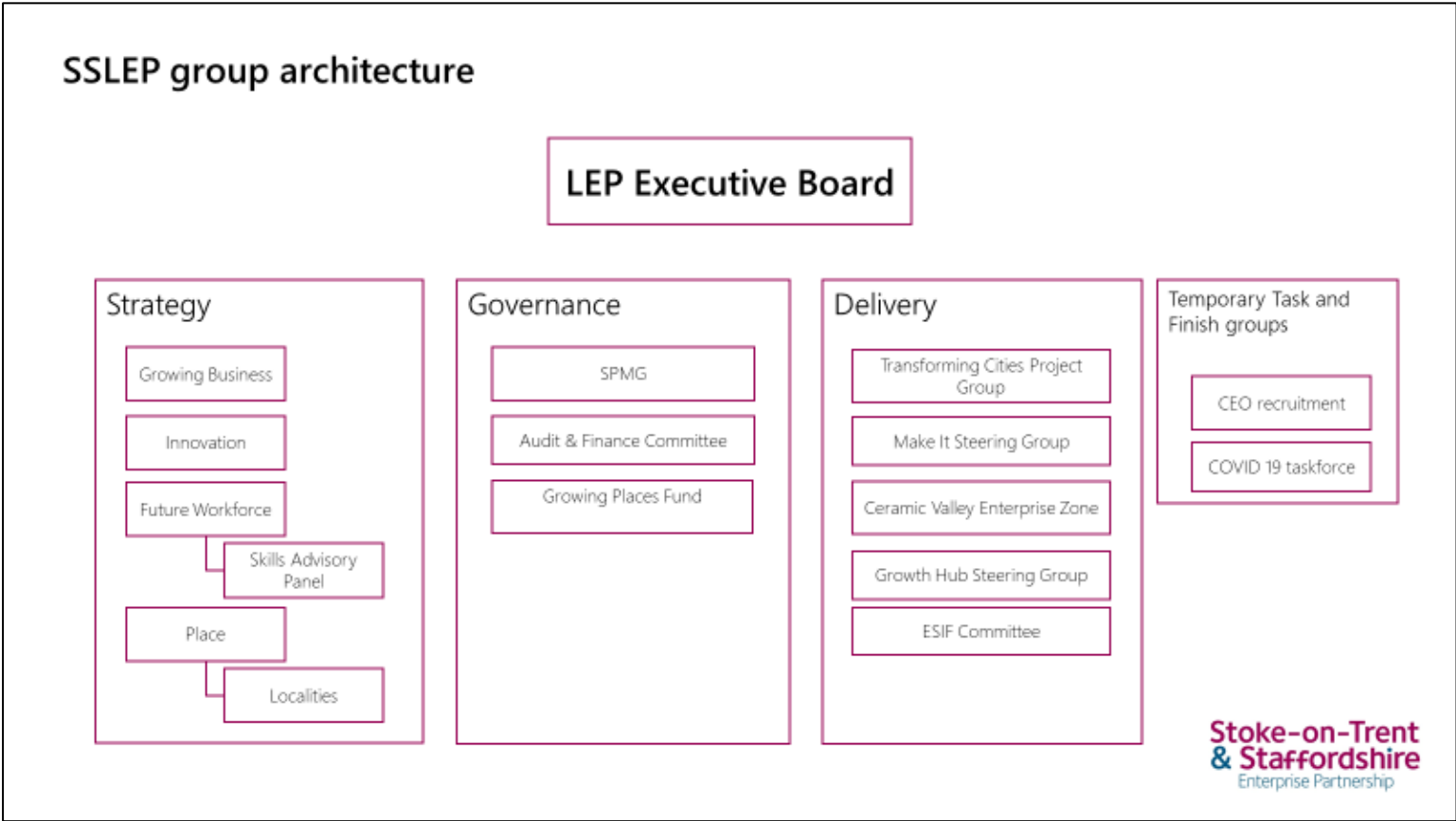
Classification	Definition
Public	This is meant for documents that would have no restriction at all and no level of security requirement. Very often the intention of creating such documents would be to publish them. Often informative by their nature.
Restricted	This covers information not approved for general release outside of SSLEP. This may concern information relating to individuals, a named business, privileged information on a financial or procurement matter, information affecting operational matter or that could, if revealed, undermine delivery of services etc. Where possible, restricted information should be included within a RESTRICTED appendix of a report, enabling the main body of a report to be published while the appendix remains confidential.

Information handled by the SSLEP will be managed in accordance with the above process. Where SSLEP holds “confidential information” under “The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012”. This includes:

- Information provided by a government department on terms which forbid the disclosure of the information to the public;
- Where disclosure to the public is prohibited by a court or;
- Where the Local Enterprise Partnership holds “exempt information” under Schedule 12A of the Local Government Act 1972. This includes information relating to an individual, relating to the financial or business affairs of a particular

person, negotiations, labour relations, legal professional privilege and in connection to the investigation or prosecution of a crime.
Such information will be marked in accordance with the above table.

Appendix 5 – Operating Structure



Appendix 6 – Diversity Policy

Introduction

Stoke-on-Trent and Staffordshire LEP promotes a diverse area and communities, and we believe that it is important that we reflect this diversity. To ensure we do as much as we can to achieve this, our approach is detailed below.

No-one should be discriminated against because of their race, age, gender, religion, sexual orientation, disability, marital status, or receive any other form of discrimination that hinders the promotion of equal opportunities.

The Partnership is committed to meeting the government requirement of equal representation of men and women on LEP Boards by 2023, with at least a third of members being women by 2020.

The partnership aims to be consistent with the Codes of Practice on Employment and advice issued by the Equality and Human Rights Commission.

Employment Issues

a) Recruitment & Selection

Our policy in conjunction with those of the Staffordshire Chambers of Commerce and Local Authority employers is to select people on the basis of their suitability for the role, as defined by a properly constructed job description and person specification.

Vacancies will be advertised to the widest possible audience and will utilise sources that ensure that all sections of the community have the opportunity to apply. However, this does not stop the partnership from restricting recruitment advertising in certain situations (e.g. in a redundancy situation; where the role requires particular specialist skills which can only be found from a specific source; or where the same or similar position has been advertised in the immediate past).

Applications will be monitored to ensure that they reflect the wider community.

All job adverts will reflect the equal opportunities policies of the employing bodies.

Shortlisting for interview will be done in accordance with the defined criteria and all managers will receive guidance and information in interviewing skills and recruitment legislation before undertaking interviews. Notes will be taken for all interviews and retained for a period after the selection process.

We will consider flexible working arrangements, where operationally feasible, to allow as many people as possible the opportunity to work for us.

b) Training and Promotion

Decisions on training, promotion and other employment matters will be based on organisational need and non-discriminatory procedures. We will also, where appropriate, use the provisions of the Equality Act to undertake “positive action” training to ensure that underrepresented groups are fully represented in our workforce.

c) General conduct at work

All staff will be expected to ensure that they comply with the principles of this policy. We will strive to ensure that the LEP has a positive working atmosphere where no member of staff, customer or client is the subject of belittlement, insult or offensive remarks. Any employee who breaches this will be subject to disciplinary action, which may in very serious cases be considered as gross misconduct and lead to dismissal.

It is the impact of any comments or behaviour on the recipient that is important, not the intention of the person who makes the comments or behaves in a particular way.

d) Remuneration

We will ensure that its criteria for determining employees’ pay are consistent with the Equal Pay Act 1970.

Publicity/Advertising

Publicity materials will not only emphasise that our services and job opportunities are available to all but will utilise all appropriate media to ensure that all sections of the community can access the information.

Review

- The LEP will review this policy and any procedures arising from it in the light of changes to legislation, case law or other guidance issued.
- An annual report will be made to the Board each year discussing progress in encouraging diversity and how improvements can be made.

Appendix 7 – Directors & Officers Remuneration and Expenses

This Company Remuneration & Expenses Policy sets out the entitlement of any Director of the LEP Board to claim expenses incurred in carrying out their role as a Director of the LEP Board and the Chair of the LEP to claim remuneration. It also sets out Officer Resources and expenses arrangements.

Chair

The role of Chair of the LEP requires pro-active leadership and a substantially greater time commitment than that required from any other member of the LEP Board. It also carries specific responsibility under the assurance process for governance and transparency arrangements. In recognition of this, the Chair of the LEP may be remunerated. The Chair shall be entitled to such remuneration from the Company for acting as the Chair as the Directors of the Company Executive Board may determine.

Any remuneration to the Chair of the LEP will be approved by the LEP Board and implemented by the LEP's accountable body.

Private Sector Directors

The Directors of the Company Executive Board other than the Chair shall not be entitled to any remuneration from the Company for acting as Directors but shall be entitled to reimbursement by the Company of reasonable and proper expenses incurred by them in the discharge of their duties in accordance with a scheme determined by the members.

Local Authority Directors

A Director of the Company Executive Board who is a local authority representative (or their substitute) is not entitled to any expenses under this scheme for carrying out any duty for which they may claim under their local authority's allowances scheme.

Whether or not they are entitled to any such expenses or allowances under their local authority's allowances scheme, no member of the LEP Board who is a local authority representative (or their substitute) is entitled to claim any allowance under this scheme in respect of attending any meeting of the LEP Board.

Renunciation of Entitlement to Remuneration or Expenses

The Chair may elect to forego all or part of any remuneration from the Company determined by the Directors of the Company Executive Board.

A Director of the Company Executive Board may elect to forego all or any part of their entitlement to any expenses under this scheme.

Publishing remuneration and expenses paid

A summary of remuneration and expenses paid under this scheme each year shall be reported annually to the Company Executive Board and the summary shall subsequently be published on the LEP web-site.

Expenses & Claims

Travel expenses

Subject to any exceptions or requirements set out in this scheme, a Director of the LEP Board or LEP Officer engaged on LEP business may reclaim any travel costs they incur, in accordance with the following:

Travel expenses to and from formal meetings of the LEP Board will not be payable to a Director of the LEP.

Directors of the LEP Board and LEP Officers are expected to travel by standard class rail. Directors may choose first class rail travel but travel claims will be reimbursed in line with the most reasonably priced standard class tickets.

In exceptional circumstances, where the Chair of the Audit & Finance group agrees that it is not reasonable to use public transport, a taxi may be used.

Vehicle mileage expenses

Claims for car mileage expenses will only be paid to a Director of the LEP where the Chair of the Audit & Finance Group agrees there is no suitable alternative public transport available or there are special circumstances. Where car mileage expenses are to be paid to a Director of the LEP Board or LEP Officer, the car mileage rate will be 45p/mile.

Car mileage expenses will not be reimbursed where, in the opinion of the Chair of the Audit & Finance Group, it would have been reasonable, for the claimant to have travelled with another LEP Board Director or an LEP Officer.

A Director or LEP Officer may claim specific reimbursement for expenditure incurred on tolls, ferries or parking fees as these are deemed to be additional to the basic car mileage.

Accommodation & Subsistence Allowance

Accommodation allowance may be claimed at actual cost incurred, to the following maximum rates:

Bed & Breakfast per night £95

Bed & Breakfast per night (London) £110

Subsistence allowance may be claimed at actual cost incurred, to the following maximum rates:

Day Subsistence Rates

Breakfast expenses £4.48

Lunch expenses £6.17

Tea expenses £2.43

Evening meal expenses £7.64

Overseas Travel and Accommodation

All overseas travel and accommodation by any member of the LEP Board must be booked through the LEP or the relevant partner of the LEP, who will seek out and pay directly for the most reasonably priced travel or accommodation, thus avoiding any claims for reimbursement.

The Chair of the Audit & Finance Group is also required to confirm that the Board Director's attendance at the overseas function or event:

- is in the capacity as a Director of the Company
- represents value for money, and
- is required to facilitate the proper promotion or safeguarding of LEP interests.

Claims and Payments

A claim for travelling, accommodation and subsistence expenses under this scheme shall be made in writing within three months of the date of the duty in respect of which the entitlement to the allowance arises.

No remuneration will be paid under this scheme without:

- A dated invoice setting out the period in respect of which the claim is made, and
- A statement signed by the claimant that the claimant has complied with all conditions on the appointment letter which set out the basis on which remuneration was agreed.

No expenses will be paid under this scheme without:

- a dated receipt (except in relation to car mileage claims), and
- a statement signed by the claimant that:
 - the claimant has incurred the expenditure shown on the claim,
 - the claimant has not made and will not make any other claim either under this scheme or to any other body or organisation in respect of the matter to which their claim relates,

in the case of subsistence expenses that the amount does not exceed the maximum authorised by the agreed company policy (set out in this Appendix).

Appendix 8 – Articles of Association

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
ARTICLES OF ASSOCIATION
OF
STOKE ON TRENT AND STAFFORDSHIRE LOCAL ENTERPRISE
PARTNERSHIP LIMITED

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

OF

**STOKE ON TRENT AND STAFFORSHIRE LOCAL ENTERPRISE PARTNERSHIP
LIMITED (the "Company")**

Interpretation, objects and limitation of liability

1. INTERPRETATION

1.1. In these Articles, unless the context otherwise requires:

Accountable Body: means Staffordshire County Council or another local authority who is approved by the Directors and is responsible for overseeing the proper administration and financial affairs in respect of public funds within the LEP Area;

Act: means the Companies Act 2006;

AGM: has the meaning given to it in article 27;

Alternate Director: means a person, appointed in accordance with article 23;

Articles: means the Company's articles of association for the time being in force;

Assurance Framework: means the local assurance framework adopted by the Company from time to time and confirmed by the Accountable Body to be in accordance with central government's requirements;

Authorised Representative: has the meaning given to it in article 34.2;

Bankruptcy: includes insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Board Observer: an individual who is permitted to attend and participate in **meetings** of the **board** of Directors and to receive all information provided to Directors (including minutes of **meetings**), but who is not permitted to formally vote on matters submitted for a vote;

Business Day: means any day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;

Conflict: means a situation in which a Director has or can have, a direct or indirect interest that conflicts or possibly may conflict, with the interests of the Company;

Director: means a director of the Company and includes any person occupying the position of Director, by whatever name called;

Document: includes, unless otherwise specified, any document sent or supplied in Electronic Form;

Electronic Form: has the meaning given in section 1168 of the Act;

Eligible Director: means a Director who would be entitled to vote on the matter at a meeting of Directors (but excluding in relation to the authorisation of a Conflict pursuant to article 16, any Director whose vote is not to be counted in respect of the particular matter);

LEP Area: means the City of Stoke on Trent and the administrative County of Staffordshire or such other geographical area as is assigned to the Company by government from time to time;

Member: means a person whose name is entered in the Register of Members of the Company and **Membership** shall be construed accordingly;

Member Organisation: has the meaning given to it in article 34.1;

Model Articles: means the model articles for private companies limited by guarantee contained in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

Objects: has the meaning given to it in article 2.1 and **object** shall mean any one of them;

Ordinary resolution: has the meaning given in section 282 of the Act;

Private Sector Director: means any person appointed under article 25.1.1;

Private Sector Member: means any person admitted to Membership in accordance with article **Error! Reference source not found.**;

Public Sector Director: means any person appointed under article 20.1.2;

Public Sector Member: means any person admitted to Membership in accordance with article 25.5;

Secretary: means the secretary of the Company and any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

Special resolution: has the meaning given in section 283 of the Act;

Subsidiary: has the meaning given in section 1159 of the Act;

Voluntary Sector Director: means an officer, principal or person of equivalent seniority of a social enterprise, voluntary organisation or charity conducting the whole or part of its business within the LEP Area;

University Director: means any person appointed under article 20.1.3;

University Member: means any institution admitted to Membership in accordance with article 25.6;

Writing: means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in Electronic Form or otherwise.

- 1.2. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1.3. Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4. A reference in these Articles to an **article** is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5. Unless expressly provided otherwise, a reference to a statute or statutory provision shall include any subordinate legislation from time to time made under that statute or statutory provision.
- 1.6. Any word following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.7. The Model Articles shall not apply to the Company.

2. OBJECTS

2.1. The objects for which the Company is established (**Objects**) are:

- 2.1.1. to stimulate economic growth, employment, community development, inward investment, training and development, and commerce in the LEP Area; and
- 2.1.2. to promote the LEP Area positively at regional, national, European and international levels on matters affecting its economic development.

3. POWERS

3.1. In pursuance of the Objects, the Company has the powers to:

- 3.1.1. do all such things which in the opinion of the Directors are in the best interests of the Company and its Members; and
- 3.1.2. do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the Objects.

4. INCOME

4.1. The income and property of the Company from wherever derived shall be applied solely in promoting the Objects.

4.2. No distribution shall be paid, or capital otherwise returned to the Members in cash or otherwise. Nothing in these Articles shall prevent any payment in good faith by the Company of:

- 4.2.1. reasonable and proper remuneration to any Member, officer or servant of the Company for any services rendered to the Company;
- 4.2.2. any interest on money lent by any Member or any Director at a reasonable and proper rate;
- 4.2.3. reasonable and proper rent for premises demised or let by any Member or Director; or
- 4.2.4. reasonable out-of-pocket expenses properly incurred by any Director.

5. WINDING UP

On the winding-up or dissolution of the Company, after provision has been made for all its debts and liabilities, any assets or property that remains available to be distributed or paid, shall not be paid or distributed to the Members but transferred to another body with objects similar to those of the Company within the LEP Area or as directed for use in the LEP Area by the government department then responsible for local enterprise partnerships.

6. GUARANTEE

6.1. The liability of each Member is limited to £1, being the amount that each Member undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year after he ceases to be a Member, for

- 6.1.1. payment of the Company's debts and liabilities contracted before he ceases to be a Member;
- 6.1.2. payment of the costs, charges and expenses of the winding up; and
- 6.1.3. adjustment of the rights of the contributories among themselves.

Director: general

7. DIRECTORS' GENERAL AUTHORITY AND CONDUCT

- 7.1. The Directors are responsible for the management of the Company's business and may exercise all the powers of the Company accordingly.
- 7.2. In their conduct of the Company's business the Directors shall at all times:
 - 7.2.1. conduct themselves in a professionally responsible manner;
 - 7.2.2. will have due regard to all confidentiality obligations concerning the Company's business; and
 - 7.2.3. shall observe the seven principles as set out by The Committee on Standards in Public Life (as amended from time to time).

8. DIRECTORS MAY DELEGATE

- 8.1. Subject to the Articles and Assurance Framework, the Directors may delegate, by Ordinary resolution, any of the powers which are conferred on them under the Articles:
 - 8.1.1. to such person or committee or sub-group;
 - 8.1.2. by such means (including power of attorney);
 - 8.1.3. to such an extent;
 - 8.1.4. in relation to such matters or territories; and
 - 8.1.5. on such terms and conditions;as they think fit.
- 8.2. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.
- 8.3. The Directors may revoke any delegation in whole or part or alter its terms and conditions.

9. COMMITTEES AND SUB-GROUPS

The rules and procedures regarding the creation, purpose and governance of committees and sub-groups shall be as detailed in the Assurance Framework.

Directors: decision-making

10. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with article 11.

11. UNANIMOUS DECISIONS

- 11.1. A decision of the Directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 11.2. Such a decision may take the form of a resolution in Writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in Writing.
- 11.3. A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at such a meeting.

12. CALLING A DIRECTORS' MEETING

- 12.1. Subject to article 12.2, any Director may call a Directors' meeting by giving not less than five Business Days' notice of the meeting to the Directors or by authorising the Secretary (if any) to give such notice.
- 12.2. By exception, a Directors' meeting may be called by any Director by giving less than five Business Days' notice where urgent decisions are required which relate to the provision of public funds within the LEP Area.
- 12.3. A Director who is absent from the UK and who has no registered address in the UK shall not be entitled to notice of the Directors' meeting.

13. QUORUM FOR DIRECTORS' MEETINGS

- 13.1. At a meeting of the Directors, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.2. The quorum for Directors' meeting shall be nine Eligible Directors and a meeting shall not be quorate where the number of Private Sector Directors is less than the number of Public Sector Directors.
- 13.3. If the total number of Directors in office for the time being is less than the quorum required, the Directors must not take any decision other than a decision:
 - 13.3.1. to appoint further Directors; or
 - 13.3.2. to call a general meeting so as to enable the Members to appoint further Directors.

14. CHAIRING OF DIRECTORS MEETINGS AND APPOINTMENT OF VICE CHAIR

- 14.1. The Directors will appoint a Private Sector Director to chair their meetings and the person so appointed for the time being is the **Chair**.
- 14.2. The Directors may appoint a Private Sector Director to act as a deputy to the Chair (**Deputy Chair**) for such purposes as the Directors may determine.
- 14.3. A Chair or Deputy Chair (as applicable) shall be appointed in accordance with the Assurance Framework.
- 14.4. To ensure that the Chair and Deputy Chair remain subject after the end of their respective terms to the provisions of article 21, the Chair shall not be eligible for the role of Deputy Chair after serving two consecutive terms as Chair and the Deputy Chair shall not be eligible for the role of Chair after serving two consecutive terms as Deputy Chair. The Deputy Chair shall not automatically succeed to the role of Chair.
- 14.5. If neither the Chair nor the Deputy Chair are participating in a meeting of Directors within 15 minutes of the time at which it was to start, the participating Directors must appoint one of themselves to chair it, such person being a Private Sector Director.

15. CASTING VOTE

- 15.1. If the numbers of votes for and against a proposal at a meeting of Directors are equal, the Chair, Deputy Chair or other Director chairing the meeting (as appropriate) has the casting vote.

- 15.2. But this does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chair, Deputy Chair or other Director chairing the meeting is not an Eligible Director for the purposes of that meeting (or part of a meeting).

16. DIRECTORS' CONFLICTS OF INTEREST

The Directors must at all time comply the Act and the conflict of interest policy detailed in the Assurance Framework.

17. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the Directors are taken by electronic means in accordance with the Assurance Framework, such decisions shall be recorded by the Directors in the minutes of the next Director's meeting.

18. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

Subject to these Articles, the Directors may make any rule which they think fit about how they take decisions, or any committees and sub-groups take decisions, and about how such rules are to be recorded or communicated to Directors.

Directors: numbers and appointment

19. NUMBER OF DIRECTORS

- 19.1. Unless otherwise determined by Special resolution, the number of Directors (other than Alternate Directors) shall not be less than nine but shall not exceed eighteen.

20. APPOINTMENT OF DIRECTORS

- 20.1. A Director must be a natural person and must at all times possess the following characteristics (as appropriate) unless otherwise approved by a Special resolution of the Members:

- 20.1.1. in respect of a Private Sector Director, an owner (in whole or in part), officer, principal or person of equivalent seniority of a business or undertaking carried on with a view to making profit and conducting the whole or part of its business within LEP Area, including a Voluntary Sector Director and a University Director within the LEP Area;
- 20.1.2. in respect of a Public Sector Director, a leader or deputy leader, or cabinet member with the portfolio/lead responsibility for economic development within a Public Sector Member; and
- 20.1.3. in respect of a University Director, a vice chancellor, pro vice-chancellor or person of equivalent seniority within a University Member within the LEP Area.

21. RETIREMENT OF PRIVATE SECTOR DIRECTORS

- 21.1. Subject to article 21.2 Private Sector Directors shall retire from office from the end of the annual general meeting following the third anniversary of their appointment. Subject to articles 21.3 and 21.4, such retiring Private Sector Directors shall be eligible for re-election by the Members at that annual general meeting.
- 21.2. The retirement of Private Sector Directors shall be by rotation to ensure not all or more than six Private Sector Directors are required to retire at the same time. In this case, some Private Sector Directors shall serve a term longer than 3 years but less than 4.
- 21.3. A retiring Private Sector Director shall, subject to article 21.4, be eligible for re-election for further periods of three years.

- 21.4. Any Private Sector Director who shall have served for a total term of six years or more in accordance with article 21.2 shall not be entitled to be re-elected.
- 21.5. The Chair and Deputy Chair shall not be required to retire from the office of Director whilst they are in post.

22. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 22.1. A person ceases to be a Director as soon as:
 - 22.1.1. that person ceases to be a Director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a Director;
 - 22.1.2. that person ceases to have the characteristics (as appropriate) required pursuant to article 20.1;
 - 22.1.3. that person shall for have been absent form four or more meetings of the Directors within a rolling 12 month period without permission of the Directors and the Directors resolve that that person's office be vacated;
 - 22.1.4. a Bankruptcy order is made against that person;
 - 22.1.5. a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 22.1.6. a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than six months; or
 - 22.1.7. notification is received by the company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms.
- 22.2. In the event of any Director who is also a Private Sector Member vacating their office as a Director of the Company for any reason, such Director shall at the same time cease to be a Member.

Directors: miscellaneous

23. ALTERNATE DIRECTORS

- 23.1. Public Sector Directors and University Directors (other than their Alternate Directors) shall be entitled to appoint an Alternate Director in accordance with the Assurance Framework (Appointor) (as appropriate) to:
 - 23.1.1 exercise that Director's powers; and
 - 23.1.2 carry out that Director's responsibilities,in relation to the taking of decisions by the directors, in the absence of the Appointor.
- 23.2. Any appointment or removal of an Alternate Director must be effected by notice in Writing to the Company signed by the Appointor, or in any other manner approved by the Directors.
- 23.3. The notice must:

- 23.3.1. identify the proposed alternate; and
 - 23.3.2. in the case of a notice of appointment, contain a statement signed by the proposed Alternate Director that he is willing to act as the alternate of the Director giving the notice.
- 23.4. Except as the Articles specify otherwise, Alternate Directors are:
- 23.4.1. deemed for all purposes to be directors;
 - 23.4.2. liable for their own acts and omissions;
 - 23.4.3. subject to the same restrictions as their Appointors; and
 - 23.4.4. not deemed to be agents of or for their Appointors
- and, in particular (without limitation), each Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a Member.
- 23.5. A person who is an Alternate Director but not a Director:
- 23.5.1. may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating);
 - 23.5.2. may participate in a unanimous decision of the Directors (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate); and
 - 23.5.3 shall not be counted as more than one Director for the purposes of 23.5.

24. SECRETARY

The Directors may appoint any person who is willing to act as the Secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

Members: becoming and ceasing to be a Member

25. MEMBERSHIP

- 25.1. Membership of the Company shall be comprised of:
 - 25.1.1. all Directors save for the Public Sector Directors and University Director;
 - 25.1.2. the Public Sector Members; and
 - 25.1.3. the University Member.
- 25.2. Applications by persons to become a Private Sector Member and therefore a Private Sector Director and who possess the characteristics (as appropriate, not including a University Director) in article 20.1.1 shall:

- 25.2.1. apply to the Company in the form required by the Directors;
 - 25.2.2. be approved by the Directors; and
 - 25.2.3. sign a written consent to become a Member agreeing to be bound by these Articles.
- 25.3. The Directors shall be entitled to refuse admission to a person as a Private Sector Member if:
- 25.3.1. in their opinion, the person, does not possess the required characteristics pursuant to article 20.1.1; or
 - 25.3.2. in their opinion, they consider it not to be in the best interests of the Company to admit such a person as a Private Sector Member.
- 25.4. No membership fee shall be charged by the Company.
- 25.5. The Public Sector Members shall:
- 25.5.1. be Staffordshire County Council as the Accountable Body and such other local authorities or public sector body (including further education colleges) within the LEP Area in accordance with the Assurance Framework;
 - 25.5.2. subject to article 25.5.3, each be entitled to exercise one vote in relation to any resolution of the Members; and
 - 25.5.3. subject to article 20.1.2 have the right, as a class of Members, from time to time to appoint as their representatives up to six natural persons comprising one person from Staffordshire County Council, one person from Stoke on Trent City Council, up to three natural persons from the district and borough councils in the LEP Area, and one from another public sector body within the LEP Area, to be Directors and may at time appoint or remove any such person and appoint another person in their place.
- 25.6. The University Member shall:
- 25.6.1. be as detailed in the Assurance Framework;
 - 25.6.2. subject to article 25.6.3, they will be entitled to exercise one vote in relation to any resolution of the Members; and
 - 25.6.3. subject to article 25.6.2, have the right, as a class of Member, from time to time to appoint as their representatives up to one person to be a Director and may at any time remove such person and appoint another person in their place. The identity of the Member and therefore the Director will change every 12 months on rotation between in accordance with the Assurance Framework.
- 25.7. The provisions regarding general meetings in these Articles shall, subject to the necessary changes being made, apply to such class meetings of the Members.
- 25.8. Public Sector Members shall be entitled to nominate and send a Board Observer from their relevant authority to a meeting of the Directors. The Accountable Body will send a Board Observer in its role as Accountable Body. The Department for Business, Energy and Industrial Strategy or any successor body, shall be entitled to send a Board Observer to a meeting of the Directors.

26. TRANSFER OF MEMBERSHIP

Membership shall not be transferable.

Decision making by Members: general meetings

27. ANNUAL GENERAL MEETING

The Company shall hold an annual general meeting (**AGM**) at least once every calendar year to be held within the LEP Area and such meeting shall be open to the public.

28. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 28.1. A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- 28.2. The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 28.3. A person is able to exercise the right to vote at a general meeting when:
 - 28.3.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 28.3.2. that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 28.4. In determining attendance at a general meeting, it is immaterial whether any two or more Members attending it are in the same place as each other.
- 28.5. Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

29. QUORUM FOR GENERAL MEETINGS

- 29.1. No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 29.2. The quorum for a general meeting is nine Members and no meeting shall be quorate unless the number of Members who are Private Sector Members between them comprise no less than two-thirds of the number of total Members participating.

30. CHAIRING GENERAL MEETINGS

- 30.1. The Chair or, in his or her absence, the Deputy Chair or, in his or her absence, a Private Sector Director nominated by the Directors shall preside as chair of every general meeting.
- 30.2. If neither the Chair, the Deputy Chair nor such other Private Sector Director nominated in accordance with article 30.1 is present within fifteen minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to chair the meeting.
- 30.3. If no Director is willing to act as chair of the meeting, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the Members present in person or by proxy and entitled to vote must choose one of their number to be chair of the meeting, save that a proxy holder who is not a Member entitled to vote shall not be entitled to be appointed as chair of the meeting.

31. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 31.1. Directors may attend and speak at general meetings, whether or not they are Members.

- 31.2. The chairman of the meeting may permit other persons who are not Members of the Company to attend and speak at a general meeting and, in the case of an AGM, the chair of the meeting is obliged to permit such other persons who are not Members of the Company to speak.

32. ADJOURNMENT

- 32.1. If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.
- 32.2. The chair of the meeting may adjourn a general meeting at which a quorum is present if:
- 32.2.1. the meeting consents to an adjournment; or
 - 32.2.2. it appears to the chair of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 32.3. The chair of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 32.4. When adjourning a general meeting, the chair of the meeting must:
- 32.4.1. either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and
 - 32.4.2. have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 32.5. If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 32.5.1. to the same persons to whom notice of the company's general meetings is required to be given; and
 - 32.5.2. containing the same information which such notice is required to contain.
- 32.6. No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

Voting at general meetings

33. VOTING: GENERAL

- 33.1. Without prejudice to any other provision of these Articles, a resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.

34. MEMBER ORGANISATIONS

- 34.1. The following provisions shall apply to a Member that is an organisation (and not an individual) (**Member Organisation**).
- 34.2. A Member Organisation may nominate any individual to act as its representative (**Authorised Representative**) at any meeting of the Company.
- 34.3. The Member Organisation must give notice in Writing to the Company of the name of its Authorised Representative. The Authorised Representative will not be entitled to represent the Member Organisation at any meeting of the Company unless such notice has been received by the Company and the Authorised Representative may continue to represent the Member Organisation until notice in Writing is received by the Company to the contrary.

- 34.4. A Member Organisation may appoint an Authorised Representative to represent it at a particular meeting of the Company or at all meetings of the Company until notice in Writing to the contrary is received by the Company.
- 34.5. Any notice in Writing received by the Company shall be conclusive evidence of the Authorised Representative's authority to represent the Member Organisation or that his or her authority has been revoked and the Company shall not be required to look behind such notice.
- 34.6. Any individual appointed by a Member Organisation to act as its Authorised Representative may exercise (on behalf of the Member Organisation) the same powers as an individual Member.
- 34.7. On a vote on a resolution at a meeting of the Company, the Authorised Representative has the same voting rights as the Member Organisation would have if it were an individual Member present in person at the meeting.
- 34.8. The power to appoint an Authorised Representative under this article 34 is without prejudice to any rights which the Member Organisation has under the Act and the Articles to appoint a proxy or corporate representative.

35. ERRORS AND DISPUTES

- 35.1. No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 35.2. Any such objection must be referred to the chair of the meeting whose decision is final.

36. POLL VOTES

- 36.1. A poll on a resolution may be demanded:
 - 36.1.1. in advance of the general meeting where it is to be put to the vote; or
 - 36.1.2. at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 36.2. A poll may be demanded by:
 - 36.2.1. the chair of the meeting;
 - 36.2.2. the Directors;
 - 36.2.3. two or more persons having the right to vote on the resolution; or
 - 36.2.4. a person or persons representing not less than one tenth of the total voting rights of all the Members having the right to vote on the resolution.
- 36.3. A demand for a poll may be withdrawn if:
 - 36.3.1. the poll has not yet been taken; and
 - 36.3.2. the chair of the meeting consents to the withdrawal.
- 36.4. Polls must be taken immediately and in such manner as the chair of the meeting directs.

37. CONTENT OF PROXY NOTICES

- 37.1. Proxies may only validly be appointed by a notice in Writing (a "proxy notice") which:
 - 37.1.1. states the name and address of the Member appointing the proxy;

- 37.1.2. identifies the person appointed to be that Member's proxy and the general meeting in relation to which that person is appointed;
 - 37.1.3. is signed by or on behalf of the Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
 - 37.1.4. is delivered to the company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 37.2. The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 37.3. Unless a proxy notice indicates otherwise, it must be treated as:
- 37.3.1. allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - 37.3.2. appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

38. DELIVERY OF PROXY NOTICES

- 38.1. A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 38.2. An appointment under a proxy notice may be revoked by delivering to the Company a notice in Writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 38.3. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 38.4. If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

39. AMENDMENTS TO RESOLUTIONS

- 39.1. An Ordinary resolution to be proposed at a general meeting may be amended by Ordinary resolution if:
 - 39.1.1. notice of the proposed amendment is given to the Company in Writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
 - 39.1.2. the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.
- 39.2. If the chair of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chair's error does not invalidate the vote on that resolution.

Administrative arrangements

40. MEANS OF COMMUNICATION TO BE USED

The procedures regarding the service and delivery of any notice, document or other information to be delivered to the intended recipient shall be as detailed in the Assurance Framework.

41. INDEMNITY AND INSURANCE

41.1. Subject to article 41.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

41.1.1. each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer in the actual or purported execution and/or discharge of his duties, or in relation to them including any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

41.1.2. the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 41.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

41.2. This article does not authorise any indemnity to the extent that such indemnity would be prohibited or rendered void by any provision of the Act or by any other provision of law and any such indemnity is limited accordingly.

41.3. The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

41.4. In this article:

41.4.1. companies are associated if one is a Subsidiary of the other or both are subsidiaries of the same body corporate; and

41.4.2. a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

41.4.3. a **relevant officer** means any Director or other officer or former Director or other officer of the Company, but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor.

Appendix 9 – Accountable Body Agreement

DATED AUGUST 2019

AGREEMENT BETWEEN
STAFFORDSHIRE COUNTY COUNCIL

&

STOKE-ON-TRENT & STAFFORDSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED

IN RESPECT OF THE ROLE OF THE ACCOUNTABLE BODY

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THIS AGREEMENT is made the day of August 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 Energy and Industrial Strategy in January 2019 entitled “LEP National Assurance Framework”.

(C) The County Council and the LEP in its unincorporated form entered into an agreement dated 23rd March 2016. This Agreement replaces the previous agreement dated 23rd March 2016 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 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 all means of social media;
Annual Performance Review	means an annual check undertaken by the Cities and Local Growth unit on the governance, delivery and strategy of the LEP;
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 https://www.stokestaffslep.org.uk/about-us/governance/
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 immediately 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. make decisions on behalf of the LEP in accordance with the LEP approved scheme of delegation.
 - 3.2.10. attend the LEP Executive Board and other groups as set out in the Local Assurance Framework, including the annual performance review.
 - 3.2.11. 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.
 - 3.2.12. ensure that the LEP has appropriate audit and scrutiny arrangements in place.

- 3.2.13. 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.
- 3.4. The Accountable Body will not follow the direction of the LEP where the LEP:
 - 3.4.1. has committed funds which are not available;
 - 3.4.2. has not followed its own internal governance procedures;
 - 3.4.3. has contravened the Local Assurance Framework;
 - 3.4.4. has and/or is contravening any terms and conditions of Funding; and
 - 3.4.5. would be awarding Funding which is illegal e.g. contravenes state aid rules.
- 3.5. In the event of the circumstances in clause 3.4 applying, the dispute between the Accountable Body and the LEP will be referred to the Department for Business, Energy and Industrial Strategy whose direction on the dispute would be binding on both Parties.

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 with 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 always) comply with the Bribery Act 2010 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 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.
- 7.4 Charges set out in 7.2 and 7.3 above will be payable Quarterly in arrears.

8 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 if 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

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.....John Tradewell.....

Position.....Director of Corporate Services.....

Signed by.....

For and on behalf of **the LEP**

Name.....David Frost.....

Position.....Chairman SSLEP.....

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 Ministry of Housing, Communities and Local Government 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.

3. Scheme of Delegation

- The scheme of delegation sets out the main responsibilities and functions of the organisation and the level to which they have been delegated.
- Delegations of actions and decisions by the Executive Board may only be made in accordance with Local Assurance Framework and this scheme of delegation.
- Where the Chair is absent or unavailable, the Vice Chair may act in their place.
- The scheme of delegation is part of a wider suite of SSLEP governance documents which are set out in the Local Assurance Framework.
- The scheme of delegation is reviewed on an annual basis and any changes require Executive Board approval. The current scheme was approved by the SSLEP Executive Board on 18th July 2019.

Issue	Function	Delegated To	Financial Limit £	Explanation
General	Company Articles of Association and changes	Executive Board		Via a special resolution
	Approval of new Directors / Members of the Board	Executive Board		
	Removal of a Director / Member of the Board	Executive Board		
	Appointment / removal of an alternate	Relevant Executive Board Director		Relates only to Public Sector and University Directors
	Appointment of Company Secretary	Executive Board		
	Approval of business champions	Executive Board		e.g. SME Champion / Diversity Champion

	Chairs of Sub Groups	Executive Board		
	Annual review of permanent sub groups	Executive Board		
	Joint working arrangements / collaboration agreements / protocols	Executive Board		
Strategy	Vision, mission and values	Executive Board		
	Approval of major strategies	Executive Board		
	Approval of Organisation Brand	Executive Board		
	Changes to the overall operating structure of the LEP	Executive Board		
Governance	Compliance with Government guidelines	Chair / CEO		
	Local Assurance Framework	Executive Board		
	Annual declaration of compliance to Government	Accountable Body S151 Officer		
	Maintenance of Register of Interests	Executive Board / CEO		
	Timely publication of agendas, reports and minutes	Chair / CEO		

	Sub Groups, Committees appointments	Executive Board		
	Code of conduct, Complaints, whistleblowing and other governance policies	Executive Board		
	Changes to or termination of the Accountable Body Agreement	Executive Board / Chairman		Signing of agreement on behalf of the SSLEP delegated to the Chairman
	Risk Register	Chair of Audit and Finance Committee		Supported by the Strategy and Governance Manager. Individual sub groups responsible for monitoring and managing specific risks and escalating to Audit and Finance Committee.
	Mitigation of Risks	Executive Board		
	Response to Freedom of Information Requests	Chair / CEO		In consultation with the Accountable Body where appropriate
	Agreement to undertake a decision via electronic procedure	Chair		Supported by the CEO

Programme	Approval of overall Growth Deal / City Deal programme	Executive Board		On recommendations from SPMG
Growth Deal / City Deal	Approval of changes to the approved programme / schemes within the programme	Executive Board		e.g. allocation of unallocated funding based on recommendations from the SPMG
	Approval of detailed business case / final approval for schemes within the approved programme	Strategic Programme Management Group	Up to value included in the approved programme	
	Approval to enter into a grant agreement	Strategic Programme Management Group	Up to value included in the approved programme	Subject to approval of a final business case
	Signing of Grant Funding Agreements	S151 Officer of Accountable Body		Following approval of Final business case by SPMG
	Changes to standard grant terms and conditions	Executive Board		Following recommendations from SPMG
	Decision to clawback grant funding	Executive Board		Following recommendations from SPMG
	Withdrawal of funding from a scheme within the approved programme	Executive Board		Following recommendations from SPMG

	Change requests from programmes / projects with no financial implications but major changes to outputs or timelines	Executive Board		
	Change requests from programmes / projects with no financial implications but minor changes to outputs or timelines	Strategic Programme Management Group		
	Agreement of Grant allocations / conditions on behalf of the LEP	S151 Officer of Accountable Body		Terms and conditions of grant allocations from central government
Programme Growing Places Fund	Approval to award a loan within the terms and conditions of the scheme	Growing Places Panel Executive Board	Up to £1m Over £1m	Approval of awards subject to level of available resources.
	Approval to award a grant	Executive Board	Up to value of available resources	
	Approval to award a loan outside the normal terms and conditions of the scheme	Executive Board		
	Changes to standard grant terms and conditions	Executive Board		

	Approval to write-off unpaid loans / Bad debts	Executive Board	Up to the value of the outstanding loan including accrued interest	Following recommendations of the Audit and Finance Committee
	Approval of annual revenue budget for the GPF	Executive Board		
	Approval of expenditure within the approved annual revenue budget	External Funding Officer, Staffordshire County Council	Level of approved budget	GPF managed on behalf of the SSLEP by SCC
Programme ESIF	Recommendations on behalf of the LEP on investments	Relevant Executive Board Director appointed to the ESIF Committee		Recommendations made to Managing Authority
Programme Skills Advisory Panel Board	Approval of Skills Strategy	Executive Board		
	Delivery of Skills Strategy	Skills Advisory Panel Board		Reporting to the Executive Board on progress and making recommendations for changing strategy.
	Approval of expenditure within the annual budget for SAP	Chair of SAP Board		

Programme Enterprise Zones	Application for EZ status	Executive Board		
	EZ Signature of Memorandum of Understanding	Chairman of SSLEP plus relevant CEO of District / County area involved.		Relevant signatures are set out by DCLG
	EZ Strategic Implementation Plan	Executive Board		Based on recommendations from relevant authorities.
	Approval of revenue and capital expenditure	EZ Board		In respect of schemes included in the strategic implementation plan
	Utilisation of surplus business rates	Executive Board		Surplus business rates following repayment of all costs relating to schemes included within the implementation plan
Finance	Approval of core annual revenue budget	Executive Board		Following recommendation of the Audit and Finance Committee in consultation with the Accountable body.
	Approval of in year changes (virements), within the overall budget envelope	Audit and Finance Committee		On recommendation from the Funding Management Group.

	Approval of expenditure within approved annual revenue budget (excluding Project Development Activity)	Chair of Audit and Finance Committee CEO	Level of approved Budget element £10,000 £5,000	A funding management group consisting of the CEO and Accountable body agree payments for approval that are included within the approved budget, and Accountable body staff also formally approve orders / invoices on behalf of SSLEP once approval is given.
	Approval of expenditure within the approved annual revenue budget on priority project development activity	Executive Board	Level of approved budget element	Based on review / call for LIS / SEP delivery activity.
	Approval of Annual Accounts and financial statement	Executive Board		On recommendation from Audit and Finance Committee
	Approval of Bank Account and Mandate policy	Executive Board		On recommendation from Audit and Finance Committee (not required at present)
	Response to formal Audit reports	Audit and Finance Committee		
	Lodging documents, filing	S151 Officer of		

	returns in relation to the Company	Accountable Body		
	Producing the Financial Accounts of the LEP	S151 Officer of Accountable Body		
	Arranging Insurances on behalf of the LEP	S151 Officer of Accountable Body		
	Holding Funds on behalf of the LEP	Accountable Body		
	Approval of Travel and Other Expenses of LEP Directors	Chairman / Chair of Audit and Finance Committee		In accordance with agreed policy. The Chair of the Audit and Finance Committee will approve the expenses of the Chairman. Approval of other LEP Directors expenses can be either the Chairman or the Chair of the audit and Finance Committee.
	Approval of Travel and Other Expenses of LEP Secretariat / associated bodies	CEO		In accordance with agreed policy
Human Resources	Recruitment of Chair	Executive Board		
	Remuneration of the Chair	Executive Board		
	Structure of Secretariat	Executive Board		

	Remuneration of Secretariat	Executive Board		
	Recruitment of Secretariat			
	CEO	Executive Board Recruitment Panel agreed by Chair		
	Other members of Secretariat	CEO		

4. Code of Conduct for LEP Board Members

1 All Board Members of the SSLEP sign up to a Code of Conduct on commencing their role with the LEP. LEP Officers sign up to their own Officer Code of Conduct.

Board Member Code of Conduct

2 Board Members of the Stoke and Staffordshire Local Enterprise Partnership shall have regard to the following principles – selflessness, integrity, objectivity, accountability, openness, honesty and leadership in your conduct at all times.

3 Accordingly, when acting within their capacity as a Board Member of Stoke and Staffordshire Local Enterprise Partnership:

- Members must act in a manner consistent with the LEP's equality and diversity strategy and treat fellow Board Members, members of staff and others they come into contact with when working in their role with respect and courtesy at all times.

- Members must act solely in the public interest and should never improperly confer an advantage or disadvantage on any person or act to gain financial or other material benefits for themselves, their family, a friend or close associate.
- Members must not place themselves under a financial or other obligation to outside individuals or organisations that might be reasonably regarded to influence them in the performance of their official duties.
- When carrying out their LEP duties members must make all choices, such as making appointments, awarding contracts or recommending individuals for rewards or benefits, based on evidence.
- Members are accountable for their decisions and must co-operate fully with whatever scrutiny is appropriate to their position. Members must be as open as possible about both their decisions and actions and the decisions and actions of the LEP. In addition, they should be prepared to give reasons for those decisions and actions.
- Members must declare any private interests, both pecuniary and non-pecuniary, including membership of any Trade Union, political party or Local Authority that relates to their LEP duties. Furthermore, they must take steps to resolve any conflicts arising in a way that protects the public interest. This includes registering and declaring interests in a manner conforming with the procedures set out in the section 'Registering and declaring pecuniary and non-pecuniary interests' in the LEP's conflict of interest policy.
- Members must, when using or authorising the use by others of the resources of your LEP, ensure that such resources are not used improperly for political or personal purposes (including party political purposes).
- Members must promote and support high standards of conduct when serving in their LEP post, in particular as characterised by the above requirements, by leadership and example.

5. Conflicts of Interest Policy

1. SSLEP is committed to ensuring that all Board Members and Officers act in line with the Nolan Principles of public life. This policy provides the detail of how LEP Board Members and Officers should consider conflicts of interest and declare any interests in line with the LEP's processes.
2. This policy explains the procedures through which SSLEP will seek to maintain its high ethical standards and protect its reputation against any allegations of conflict of interest. It is communicated to everyone involved in the LEP to ensure their commitment to it and it applies to all staff and Board Members.
3. Board Members and staff take personal responsibility for declaring their interests and avoiding perceptions of bias. To demonstrate this all Board Members and staff produce and sign a register of interests and publication² on the website which is reviewed every six months and updated regularly.
4. In addition, SSLEP ensures that the Conflict of Interest Policy is followed through its decision making processes. It is committed to ensuring that this policy applies to decision makers regardless of whether there is a formal meeting. The SSLEP ensures that decisions are recorded and published [link to publication policy], regardless of how they are taken to ensure full transparency in all SSLEP decisions.

Definition

5. A conflict of interest is any situation in which an employee's or a board member's personal interests, or interests that they owe to another body, may (or may appear to) influence or affect their decision making.

Identifying conflicts of interest

6. Conflicts can inhibit open discussions and may result in irrelevant considerations being taken into account or decisions being taken that are not in the best interests of the LEP. Conflicts may arise, for instance, where a Member's personal interests, for instance, as a shareholder in a company that is a potential beneficiary of grant funding, conflict with the interests of the LEP.
7. There may be commercial, actual or potential conflicts of interests. This policy covers all three types of interests.

Registering and declaring pecuniary and non-pecuniary interests

8. As a Board Member or staff member of the LEP, you must:
9. Within 28 days of taking office, notify your LEP Chief Executive and Accountable Body's Section 151/Section 73 Officer of any disclosable pecuniary interest, where the pecuniary interest is yours, your spouse's or civil partner's, or is the pecuniary interest of somebody with whom you are living with as a spouse, or as if you were civil partners.³
10. Within 28 days of taking office, notify your LEP Chief Executive and Accountable Body's Section 151/Section 73 Officer of any non-pecuniary interest which your LEP has decided should be included in the register or which you consider should be included if you are to fulfil your duty to act in conformity with the Seven Principles of Public Life.⁴ These non-pecuniary interests will necessarily include your membership of any Trade Union.
11. Review your individual register of interest before each board meeting and decision-making committee meeting and declare any relevant interest(s) at the start of the meeting.
12. If an interest has not been entered onto the LEP's register, then the you must disclose the interest at any meeting of the LEP where you are present, where you have a disclosable interest in any matter being considered and where the matter is not a 'sensitive interest'.⁵
13. Following any disclosure of an interest not on the LEP register or the subject of pending notification, you must notify the LEP Chief Executive and Section 151/Section 73 Officer of the interest within 28 days beginning with the date of disclosure.
14. Unless dispensation has been granted, you may not participate in any discussion of, vote on, or discharge any function related to any matter in which you have a pecuniary interest. Additionally, you must observe the restrictions your LEP places

³ For the purpose of this guidance, we are using the definition of a pecuniary interest as set out in the Localism Act 2011 and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012.

⁴ A Non-Pecuniary interest is any interest which is not listed in the Schedule to Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012 (No. 1464)

⁵ A 'sensitive interest' is described in the Localism Act 2011 as a member or co-opted member of an authority having an interest, and the nature of the interest being such that the member or co-opted member, and the authority's monitoring officer, consider that disclosure of the details of the interest could lead to the member or co-opted member, or a person connected with the member or co-opted member, being subject to violence or intimidation.

on your involvement in matters where you have a pecuniary or non-pecuniary interest as defined by your LEP.

15. Categories of disclosable interest are stated in the LEP's register of interest.

16. LEP Board Member's and Officers should also familiarise themselves with the LEP's gifts and hospitality policy.

Procedure for managing conflicts

17. When an interest materially affects a member's ability to vote without prejudice, this will be deemed to be non-trivial and a conflict of interest. In such circumstances the member will withdraw from the meeting while the discussion and vote takes place.

18. Upon the declaration of any conflicts of interest at a meeting of the Board, the nonconflicted members will:

- assess the nature of the conflict;
- assess the risk or threat to member decision-making;
- decide whether the conflict is non-trivial (that is, it is material or has the potential to be detrimental to the conduct or decisions taken by the members); and
- decide what steps to take to avoid or manage the conflict.

19. The conflicted member must not take part in the discussion or decision and will not be counted when determining whether the Board meeting is quorate.

20. The non-conflicted members will consider whether it is necessary to seek the advice of the LEP's legal adviser on whether the conflict is nontrivial and/or on how to manage the conflict declared.

21. Subject to the provisions set out in the LEP's Articles of Association, if the nonconflicted members consider that the declared conflict is trivial, they may agree that the conflicted Member may continue to participate in discussions and the decision-making process.

22. If the non-conflicted members consider that the conflict is non-trivial, the non-conflicted members will determine what action is appropriate in light of the nature and extent of the conflict. A number of steps can be taken to deal with the conflict, including:

- excluding the conflicted member from discussions in relation to the matter to avoid inadvertently influencing the non-conflicted members;
- excluding the conflicted members from decision-making in relation to the matter while the conflict exists;

- delegating the matter to a sub-committee of non-conflicted members;
- seeking independent advice to help with a decision;
- appointing an alternative, non-conflicted member;
- resignation of the conflicted member where the conflict is acute or pervasive; and/or
- applying to the court for directions.

23. The Chair of the Board will inform the conflicted member of the non-conflicted members' decision. The secretary to the Board will note in the minutes of the meeting the conflict declared, an outline of the discussion and the actions taken to manage the conflict.

6. Enquiries, Comments & Complaints Policy

The Stoke-on-Trent and Staffordshire LEP (SSLEP) welcomes all general enquiries. We would also like to hear from you if you have a suggestion on how we can improve or if you have been particularly happy with any part of the service you received from the SSLEP

You can make an enquiry to the LEP at the following contact details:

- 01785 719000
- Email: contactus@stokestaffslep.org.uk
- Website: www.stokestaffslep.org.uk – Contact Us
- Address:

Stoke on Trent & Staffordshire LEP
Judges Chambers
County Buildings
Martin Street
Stafford
ST16 2LH

All members of the SSLEP team will do their best to respond to enquiries promptly. However, should you send your enquiry to any point of contact at the SSLEP other than the above; we cannot guarantee that you will receive a response.

Please note that the SSLEP receives a large number of emails, letters and phone calls each day and we will try to reply to you as quickly as possible. However, please note that general enquiries, including emails, are dealt with in the order in which they are received.

We will respond to your written enquiry within 5 working days of receipt.

If you leave a voice message at the SSLEP, we will call you back within 5 working days of the message.

If your enquiry is in relation to general business support and where you can go to get help in growing your business you may wish to contact the Business Helpline directly. This is the SSLEP's "One-Stop-Shop" for business information, loans, grants, advice and support.

- businessenquiries@stokestaffslep.org.uk
- 0300 111 8002

Comments received by the SSLEP will be logged and reviewed regularly in order to help inform how we can improve.

If you have a compliment in relation to service received by the SSLEP, please include the name of any relevant members of the team in your correspondence so that we can ensure that your feedback reaches them.

Media Enquiries

Any media enquiries for the SSLEP should be directed to Joanne Kemp on 01785 895156:
Email: joanne.kemp1@enterprisestokestaffs.org.uk or tom.hobbins@staffordshire.gov.uk

Invitations

If you would like to invite the SSLEP to attend an event you are holding, or invite one of our Board Members to speak at an event, please send as much information as possible on the event to us in writing at the following address: joanne.kemp1@enterprisestokestaffs.org.uk

We will acknowledge your invitation and let you know when we will be able to respond. Please note that the SSLEP receives a large number of invitations to speak at events and, whilst we will always try to accommodate event invitations, this will not always be possible.

If you would like a SSLEP Board Member to speak at an event you are running, it is recommended that you contact us with as much advanced notice as possible.

Complaints

Our aim

We take complaints very seriously. While we try to provide a good service, we know that sometimes things go wrong. We have developed a complaints procedure in response to this.

We aim to sort out complaints quickly and fairly and we will try to sort out any mistake or misunderstanding straight away. Sometimes it may take longer, but we will tell you how long it will take.

What we learn from complaints

We keep records of all the complaints we receive and monitor them regularly. This helps us to:

- identify areas of service where we need to make changes and improvements; and
- make sure we are dealing with complaints effectively and consistently.

What should I do if I want to make a complaint to the SSLEP?

- **Stage one**

The people who can best deal with a complaint are those who provide the service. You should speak or write to the member of the team that you have been dealing with and

explain the reasons you are unhappy with the SSLEP. We can usually sort out mistakes and misunderstandings quickly and informally at this stage.

We will acknowledge your complaint in five working days. We will investigate your complaint and we will respond within 28 clear working days. If we cannot do this, we will let you know when you can expect a reply.

Our response will include details of who to complain to if you are not happy with the response at stage one.

- **Stage two**

If you are not happy with the response provided at stage one, you can complain to the LEP senior management team at: chair@stokestaffslep.org.uk

It is best to let the manager know which parts of our response at stage one you are not happy with and what you expect from a further review.

We will investigate your complaint and a member of the senior management will respond to you within 15 clear working days. An investigation may take longer than this but if it does we will explain the reasons why and let you know when you can expect a full reply.

- **Stage three**

If you're still not happy, we can convene a panel of three LEP Board members who have not been involved in the issue to consider your complaint and propose a response.

Do we deal with all enquiries and complaints in this way?

No. We cannot investigate your complaint if it is something you knew about more than 12 months before contacting us for the first time. However, we may make an exception in some circumstances.

The above process covers the general complaints and enquiries procedure for the SSLEP. We have separate procedures for a number of areas as follows:

- Where third parties and members of the public wish to make complaints confidentially our policy is set out below
- Complaints in relation to specific funding programmes which you may be involved in will, generally, follow the same process as outlined above. However, there may be some differences to this procedure, including the relevant evaluation panel reviewing your complaint and, in these cases, if there are differences to the above procedure, the appropriate process for complaints will be notified in the relevant guidance document for the funding stream to which you are applying

- Complaints or enquiries in relation to the SSLEP's accountable bodies (Stoke-on-Trent City Council and Staffordshire County Council) will need to follow standard Council procedures. This will include enquiries such as Freedom of Information Requests. Further detail on the Councils' policies can be found at:
 - [Staffordshire County Council Compliments, Comments and Complaints](#)
 - [Stoke-on-Trent City Council Customer Feedback](#)
- Any complaint regarding the conduct of Board Members or associated governance processes (e.g. meeting process) should be sent directly to the LEP Chairman at: chair@stokestaffslep.org.uk (confidential, restricted access email address), essentially commencing the complaints process at Stage Two. Any complaints regarding the conduct of the LEP Chairman should be marked for the attention of the Partnership Manager and sent to confidential@stokestaffslep.org.uk (confidential, restricted access email address)

Who can help me make a complaint?

If you would like help making a complaint, you can contact your local councillor or MP. You can also get help from a specialist advice agency or organisation which represents people, such as a citizens advice bureau (CAB).

Confidential reporting of complaints

The LEP is committed to creating a work environment with the highest possible standards of openness, probity and accountability. In view of this commitment we encourage employees and others with serious concerns about any aspect of the LEP's work to come forward and voice those concerns without fear of reprisal. For employees and those working closely with the LEP, please follow the whistleblowing policy on our [Stoke on Trent & Staffordshire LEP](#) website. For third parties and members of the public, please follow the confidential complaints procedure outlined below.

However, if a member of the public or third party believes that their complaint fits the description below; they can elect to report their concerns through the whistleblowing policy procedure.

Whistleblowing - where an individual who has concerns about a danger, risk, contravention of rules or illegality provides useful information to address this. In doing so they are acting in the wider public interest, usually because it threatens others or impacts on public funds. By contrast, a grievance or private complaint is a dispute about the individual's own position and has no or very limited public interest.

Confidentiality

If a member of the public or a third party wants to make a confidential complaint or raise a concern, it will be treated in confidence and every effort will be made to protect the person's identity if they wish to remain anonymous. The LEP will investigate all complaints or allegations.

Anonymous allegations

The LEP takes all complaints and concerns raised by members of the public and third parties seriously. We will investigate anonymous allegations. However, we remind complainants that when people put their names to an allegation the ability to investigate and therefore reach firm conclusions is strengthened. Concerns expressed anonymously will be considered at the discretion of the LEP. When exercising this discretion, the factors to be taken into account would include:

- the seriousness of the issue raised;
- the credibility of the concern; and
- the likelihood of confirming the allegation from attributable sources.

The Ministry of Housing, Communities and Local Government may request information arising from this process if they have concerns regarding a LEP or have been approached with similar complaints. The expectation is that this information will be provided on an anonymous basis. However, it may be necessary to provide personal details to progress a complaint.

Where details are gathered, the LEP will put in place appropriate data protection arrangements in line with the [Data Protection Act 1998](#) and Data Protection Act 2018

Confidential Complaints Procedure

The LEP is aware that the organisation's ordinary complaints procedure may not be suitable if someone wants the complaint to remain confidential.

If you would like to make a confidential complaint please email:

confidential@stokestaffslep.org.uk

or write to:

Stoke-on-Trent and Staffordshire Local Enterprise Partnership, Judges Chambers, County Buildings, Martin Street, Stafford ST16 2LH

Please state that you want the complaint to remain confidential.

Action taken by the LEP

The designated complaints officer will raise your concern and investigate the complaint. You can expect the officer to:

- Contact you within 10 clear working days to acknowledge the complaint and discuss the appropriate course of action.
- Write to you within 28 clear working days with findings of the investigation. If the investigation has not concluded within 28 clear working days, the officer will write to you to give reasons for the delay in resolving the complaint.
- Take the necessary steps to rectify the issue.

If you are unhappy with the outcome of the complaint or the complaint involves those responsible for the confidential complaints procedure, you can escalate the complaint to the LEP's Accountable Body which is Staffordshire County Council and follow their complaints procedure: [Staffordshire County Council Compliments, Comments and Complaints](#). The Accountable Body has a duty to ensure that the LEP has followed its complaints procedure correctly. These organisations will have their own confidentiality procedures.

If you are either unable to raise the matter with the LEP or you are dissatisfied with the action taken you can report it direct to the Cities and Local Growth Unit in the Ministry of Housing, Communities and Local Government and the Department for Business, Energy and Industrial Strategy, at the following email address:

localgrowthassurance@communities.gov.uk or by writing to: LEP Compliance Deputy Director, Cities and Local Growth Unit, Fry Block, 2 Marsham Street, London, SW1P 4DF. You should clearly mark your email or letter as "Official - complaints".

If you would like help making a complaint, you can contact your local councillor or MP. You can also get help from a specialist advice agency or organisation which represents people, such as a Citizens Advice Bureau (CAB).

7. Whistleblowing Policy

Introduction

- 1 A Discloser is the person who is the whistle-blower.
- 2 This procedure outlines the process to follow for a Discloser when reporting a perceived wrongdoing within the LEP, including something they believe goes against the core values of Standards in Public Life (the Nolan Principles) and the [Code of Conduct](#) for LEP Board Members and staff. The Standards in Public Life include the principles of; integrity, objectivity, accountability, openness, honesty, leadership and impartiality.
- 3 In particular LEP Board Members, as the key decision makers of the LEP, have a right and a responsibility to speak up and report behaviour that contravenes these values.
- 4 It is important that this procedure is followed when raising any concerns, to ensure that the matter is dealt with correctly.

Definitions

- 5 This document uses the following definitions:
 - *Whistleblowing* - where an individual who has concerns about a danger, risk, contravention of rules or illegality provides useful information to address this. In doing so they are acting in the wider public interest, usually because it threatens others or impacts on public funds. By contrast, a grievance or private complaint is a dispute about the individual's own position and has no or very limited public interest.
 - *The LEP* – Stoke on Trent and Staffordshire Local Enterprise Partnership Limited
 - *Discloser* – this is the person who is the whistle-blower. They might be an employee, a LEP Board Member, a contractor, a third party or a member of the public.
 - *Responsible Officer* - this is the person, appointed by the LEP, with overall responsibility for maintaining and operating this whistleblowing policy. They will maintain a record of concerns raised and the outcomes (but will do so in a form that does not endanger confidentiality) and will report to senior decision makers as necessary. His name is John Tradewell. He is the monitoring officer and Director of Corporate Services at Staffordshire County Council (the Accountable Body for the SSLEP) at john.tradewell@staffordshire.gov.uk
 - *Relevant Concern* – something the Discloser has been asked to do, or is aware of, which they consider to be wrong-doing and is in the public interest.

Scope

- 6 The LEP is committed to creating a work environment with the highest possible standards of openness, probity and accountability. In view of this commitment, we encourage Disclosers with serious concerns about the work of the LEP to come forward and voice their concerns without fear of reprisal.
- 7 Disclosers should note that where the concern is one that might fall under the LEP's staff or work force policies on equality and diversity or harassment and bullying or other staff policies, they should consider using the reporting mechanisms for those other policies first at <https://www.stokestaffslep.org.uk/about-us/governance/>
- 8 The LEP has a pre-existing complaints procedure that in many cases will be more appropriate for third parties or members of the public to follow. Third parties or members of the public should review the separate confidential complaints procedure outlined in the LEP's complaints policy on the LEP's website first before going through the whistleblowing process.
- 9 However, if a member of the public or third party believes that their complaint fits the description of a 'relevant concern' outlined below, they may report their concerns through the whistleblowing policy procedure.

Policy Statement

- 10 The LEP acknowledges that Disclosers may often be the first people to realise that there may be something seriously wrong within the organisation.
- 11 This policy aims to:
 - Encourage people to feel confident about raising serious concerns and to question and act upon their concerns without fear of victimisation or harassment;
 - Provide avenues for Disclosers to raise those concerns and receive feedback on any action taken;
 - Allow Disclosers to take the matter further if they are dissatisfied with the LEP's response; and
 - Reassure all Disclosers, employees in particular who may have specific concerns about their position and employment status in the LEP, that they will be protected from possible reprisals or victimisation if they have a reasonable belief that they have made any disclosure in the public interest.

What is a relevant concern?

12. If a Discloser is asked to do something, or is aware of the actions of another, which they consider to be wrongdoing, they can raise it using this procedure. The Discloser must have a reasonable belief that raising the concern is in the public interest.
13. A Discloser may decide to raise a concern under the whistleblowing policy if they are aware of a situation that they feel:

- is against the LEP's procedures and protocols as set out in its code of conduct and individual LEP Assurance Framework;
- falls below established standards of practice the LEP subscribes to;
- amounts to improper conduct; or
- is an abuse of power for personal gain.

14. The types of matters regarded as a relevant concern for the purpose of this procedure include, but are not limited to, the following:

- Fraud or financial irregularity;
- Corruption, bribery or blackmail;
- Other Criminal offences;
- Failure to comply with a legal or regulatory duty or obligation;
- Miscarriage of justice;
- Endangering the health or safety of any individual;
- Endangering the environment;
- Improper use of authority; and
- Concealment of any of the above.

15. Disclosers should not raise malicious or vexatious concerns, nor should they raise knowingly untrue concerns. In addition, this procedure should not be used to raise concerns of a HR/personal nature, such as, complaints relating to a management decision or terms and conditions of employment. These matters should be dealt with using the relevant alternative procedure, for example, the LEP grievance procedure. Equally, this policy would not apply to matters of individual conscience where there is no suggestion of wrongdoing by the LEP but, for example, an employee or LEP Board Member is required to act in a way which conflicts with a deeply held personal belief.

Safeguards

16. The Public Interest Disclosure Act (1999) gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns. The LEP believes that no member of staff should be at a disadvantage because they raise a legitimate concern.
17. The LEP will not tolerate harassment or victimisation and will take action to protect Disclosers when they raise a concern in the public interest.

Raising a concern

18. If a Discloser experiences something in the workplace which they consider a relevant concern, it is important that the concern is raised as early as possible. Proof is not required at this point – it is for the LEP to investigate. The Discloser must, however, have a reasonable belief that disclosing the information is in the public interest before raising a concern
19. All concerns will be treated in confidence and every effort will be made to protect the Discloser's identity if they wish to remain anonymous. However, at the appropriate time, it is possible that the Discloser will need to come forward as a witness for the matter to progress.
20. It is important to follow the correct procedure when raising a whistleblowing concern. The following steps should be adhered to:
 - a. It is important that the concern is raised with the person best placed to deal with the matter, in most cases this will be the Responsible Officer. However, the Discloser may want to raise the concern with someone they know and trust, such as their line manager who can raise it with the Responsible Officer on their behalf.
 - b. If it is suspected that the concern may implicate the line manager in some way, then it could be raised with a more senior manager in the line management chain.
 - c. If the Discloser is unable to raise a relevant concern with a line manager or a senior manager or feel that it has not been adequately addressed, it should be raised directly with the Responsible Officer.
 - d. Ultimately, the Discloser can raise their concern with the LEP Chief Executive.

Information needed to raise a concern

21. When raising a concern under the procedure the Discloser should try to provide the following information:
 - The background and reason behind the concern;
 - Whether they have already raised a concern with anyone and the response; and
 - Any relevant dates when actions related to the concern took place.
22. This information should demonstrate that there are reasonable grounds for the concern to be acted upon. It is important that matters are not investigated by the Discloser themselves.
23. If applicable, personal interests must be declared from the outset.

How the concern will be handled

24. All investigations will be conducted sensitively and as quickly as possible. While the LEP cannot guarantee that the outcome will be as the Discloser may wish, it will handle the matter fairly and in accordance with this procedure.
25. Once a concern has been raised with the line manager or Responsible Officer, Senior Manager or Chief Executive, a meeting may be arranged with them to determine how the concern should be taken forward.
26. The LEP may decide to take the matter forward by a number of methods, including:
 - An internal inquiry or other formal investigation;
 - An internal or external audit;
 - Referring the matter to the police;
 - Referring the matter to another relevant authority for investigation.
27. Before a final decision is taken on how to proceed, or as part of the investigation, the Discloser may be asked to meet with those investigating their allegation.
28. If a meeting is arranged, the Discloser may wish to be accompanied by a trade union representative, colleague or friend. The person who accompanies the Discloser should not be involved or have a direct interest in the area of work to which the concern relates. The meeting can be conducted over the telephone rather than face to face.
29. Within 10 clear working days of a concern being raised, the LEP's Responsible Officer will write to the Discloser to:
 - Acknowledge that the concern has been received;
 - Indicate how they propose to deal with the matter;
 - Give an estimate of how long it will take to provide a final response;
 - Tell the Discloser whether any initial investigation or enquiry has been made;
 - Tell the Discloser whether further investigation will be made, and if not, why not;
 - Tell the Discloser how frequently the LEP will keep them up to date on progress of the investigation.
30. The amount of contact between the LEP and the Discloser concerned will vary depending on the concern raised, any difficult issues and any further clarity required. If necessary, the LEP will seek further information from the Discloser.
31. The LEP will confirm when the matter is concluded and, if appropriate, the outcome of the investigation, maintaining security and confidentiality for all parties as far as possible.
32. Throughout any investigation, the Discloser will still be expected to continue their duties/role as normal unless deemed inappropriate.

Confidentiality and anonymity

- 33. The LEP always encourages potential Disclosers to speak up about potential serious wrongdoing in a way that they feel comfortable. The best way to raise a concern is to do so openly, as this makes it easier for the LEP to investigate and provide feedback.
- 34. Any disclosures made under this procedure will be treated in a sensitive manner. However, the LEP recognises that the Discloser may want to raise a concern in confidence, i.e. they may want to raise a concern on the basis that their name is not revealed without their consent.
- 35. The LEP will respect any request for confidentiality as far as possible, restricting it to a 'need to know' basis. However, if the situation arises where it is not possible to resolve the concern without revealing the Discloser (for example in matters of criminal law), the LEP will advise them before proceeding. The same considerations of confidentiality should be afforded to the recipient(s) at the centre of the concern, as far as appropriate.
- 36. Disclosers may choose to raise concerns anonymously, i.e. without providing their name at all. If this is the case, the investigation itself may serve to reveal the source of information. Disclosers are therefore encouraged, where possible to put their names to concerns raised. When anonymous concerns are raised, they will be treated as credible and investigated so far as possible.

Protection

- 37. If a concern is raised in the reasonable belief that it is in the public interest and procedures have been followed correctly, the Discloser raising the concern will be protected by the terms of this policy and, where applicable, by whistleblowing legislation (see gov.uk for more information on who is covered by whistleblowing legislation). Where a Discloser has been victimised for raising a concern, the LEP concerned will take appropriate action against those responsible, in line with the LEP's disciplinary policy and procedures.

Changes to procedures or policy as a result of whistleblowing

- 38. If changes are made to LEP policies and processes as result of whistleblowing investigations, the LEP will publicise the changes as appropriate, taking into consideration the importance of protecting the anonymity and confidentiality of individuals.

Untrue allegations

- 39. If a Discloser makes an allegation but it is not confirmed by the investigation, no action will be taken against them. However, if a malicious or vexatious allegation is made without good reason to: cause trouble; for personal gain; or to discredit the LEP an investigation may take place. Where the Discloser is an employee or a LEP Board Member or a contractor this may result in disciplinary or other action if they

have broken the terms of their employment, acted against the LEP Code of Conduct or broken a clause in a contract.

How this matter can be taken forward if you are not satisfied

40. This procedure is intended to provide Disclosers with an avenue to raise legitimate concerns. If you are either unable to raise the matter with the LEP or you are dissatisfied with the action taken you can report it directly to the Cities and Local Growth Unit in the Ministry of Housing, Communities and Local Government and the Department for Business Energy and Industrial Strategy, at the following email address: localgrowthassurance@communities.gov.uk or by writing to: LEP Compliance Deputy Director, Cities and Local Growth Unit, Fry Block, 2 Marsham Street, London, SW1P 4DF. You should clearly mark your email or letter as “Official - whistleblowing”.

41. In addition, if you are either unable to raise the matter with the LEP or you are dissatisfied with the action taken you may consider raising it with:

- The LEP’s Accountable Body
- The police;
- The relevant regulatory body or professional body;
- Your Trade Union;
- Your solicitor;
- Your Citizens Advice Bureau.
- A prescribed person or body

Further information and signposting for potential Disclosers is available on www.gov.uk .

42. If a Discloser does take the matter outside the LEP, to an external body, they should ensure they do not disclose information that is confidential, for example, if you are an employee your contract of employment may set out expectations of your regarding what is confidential.

Feedback on Whistleblowing Policy

43. Any feedback or comments on this policy should be directed to the LEP’s Responsible Officer.

8. Business cases, project prioritisation and grant funding agreements

This section sets out the process that the LEP has adopted in ensuring timely and efficient decision-making in the allocation of the public funding it receives. The LEP is committed to ensuring that funding opportunities are openly advertised on its website and via business online and social media in the press and through reviewing and prioritising projects.

The LEP will utilise best practice in assessing the impact of schemes. It will utilise the processes set out in its Assurance Framework which reflect the requirements of the National Local Growth Assurance Framework (January 2019).

Business Cases

All project promoters will be required to complete the SSLEP CDGD Business Case proforma (Appendix A) for their project. All schemes must address the DCLG Appraisal Guidance five cases as follows:

- The Strategic Case.
- The Economic Case.
- The Commercial Case.
- The Financial Case.
- The Management Case.

In developing the business case, the level of detail provided will reflect the scale and nature of scheme. SSLEP will expect project promoters to undertake an economic appraisal of a business case, with all costs, benefits and impacts that directly contribute to the core value for money assessment being modelled and/or analysed based on Green Book appraisal methods and taking into account departmental specific guidance where appropriate e.g. DfT's WebTAG. Where changes in land use are concerned, SSLEP requires analysis consistent with the DCLG Appraisal Guide 2016 which states that interventions around the benefits of changes in land use should be measured using Land Value Uplift, rather than modelling based on jobs and GVA. However, in order to evaluate a project against its own criteria Strategic Programme Management Group (SPMG) requires GVA figures to be provided by the applicant, as well as Net Present Social Value (NPSV) and Benefit Cost Ratio (BCR) figures. Value for Money should be "high" unless, in limited circumstances, where there is an exceptional strategic rationale linked to achievement of strategic objectives.

Promoters will be required to:

- Demonstrate that there is a clear rationale for the interventions linked with delivering the strategic objectives identified in SSLEP's Strategies;
- Demonstrate that the proposal has clearly defined inputs, activities, outputs and anticipated outcomes, which are additional, ensuring that factors such as displacement and deadweight have been taken into account where appropriate;
- Set out the benefits of the intervention and demonstrate how they will be delivered, exceed the costs and represent value for money;
- Demonstrate that deliverability and risks have been appropriately considered and if there are likely to be clear mitigations for those.
- Demonstrate a robust governance and project management environment.

The methodology used to assess value for money and the degree of detail to which business cases are developed in support of particular projects or programmes should be proportionate to the funding allocated and in line with established Government guidance including the HM Treasury Green Book, DfT Webtag and MHCLG Appraisal Guidance. In addition, the LEP will follow the guidance set out in the Annexes of the National Local Growth Assurance Framework published by MHCLG in January 2019.

The LEP will review business cases and where necessary utilise the procured services of an independent technical appraiser (ITA) to validate business cases and provide assurance that they are in conformance with the requirements set out above and will deliver SSLEP's strategic priorities. A business case assessment will be completed by the ITA for all submissions that are presented to SPMG for consideration, SSLEP business case assessment template (Appendix B).

Some larger projects may be managed centrally by Government and the LEP will work with Government and local partners to develop the necessary business cases and provide assurance as necessary.

Final business cases will be published with any confidential elements managed in accordance with the constitution and Departmental requirements, for example, summaries of the transport business case documents (OBC and FBC) will be published on the SSLEP and scheme promoter websites prior to a funding approval decision being made where practical in terms of central government timescales or similar external constraints. This will allow for external comment. However, there will be a small number of exceptions to this rule where explicit reasons are given for not publishing information, such as that the material is commercially sensitive. It is recommended that the summaries are publicly available on the scheme promoter websites for a up to a 3 month period prior to a funding approval decision, although the length of consultation can be determined in accordance with the needs of the scheme promoters.

Opinions expressed by the public and stakeholders will be made available by scheme promoters to SPMG, to further inform decision making. In doing so, scheme promoters and

SPMG will be required to identify (and make public via the SSLEP website) how external comments have been taken into account prior to a funding approval decision.

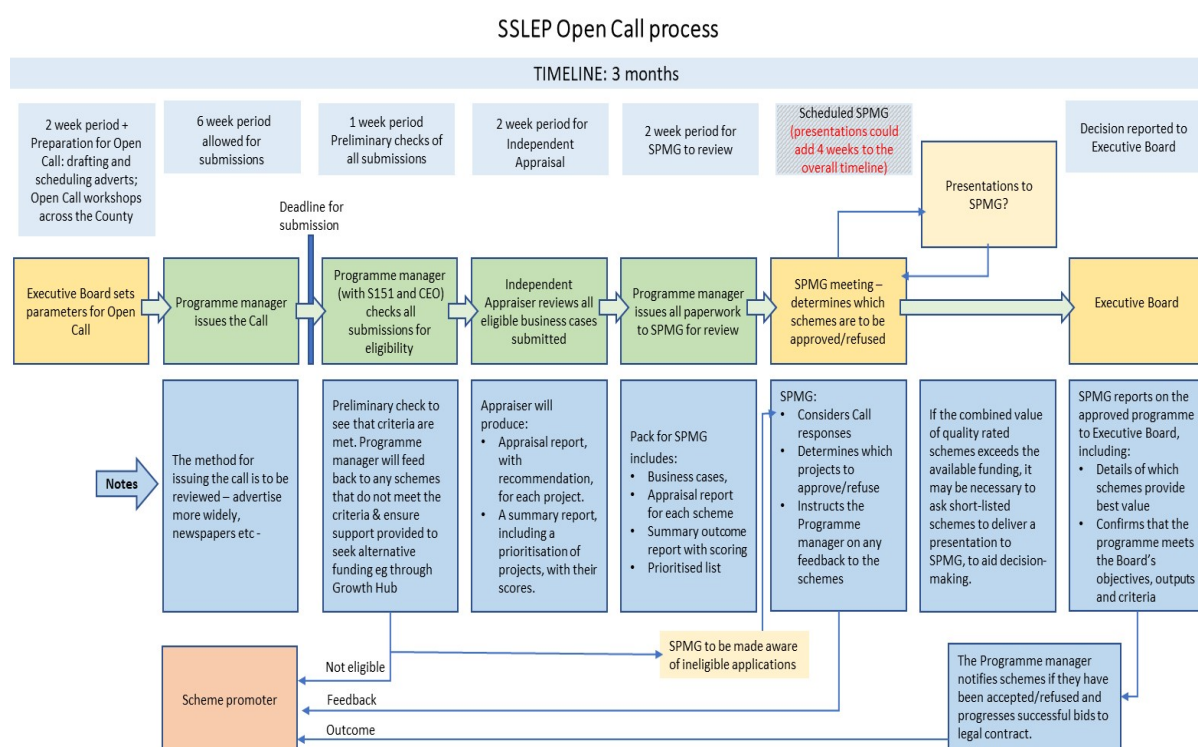
Project appraisal prioritisation and approval

The LEP will seek the submission of projects for evaluation and prioritisation through an open call process or commissioning process, as needed. The LEP will maintain a pipeline of projects to deliver its strategic plans, consistent with Government bidding calls and the level of funding available.

Appraisal and prioritisation work will be undertaken by SPMG using ITA advice as appropriate and will work with Government advice (December 2016 or as updated).

SPMG will review the recommendations of the ITA on any open calls or commission responses. SPMG will do this using: open call/commission criteria set by the LEP Executive Board, all business case paperwork received, all appraisal evaluations prepared by the ITA for each business case received and the project prioritisation recommendation of the ITA. SPMG will agree priorities which best meet the requirements of the call/commission, with papers being published in accordance with the Assurance Framework.

The LEP will utilise a staged approval regime as follows:



Grant funding agreements and monitoring

Where a project is approved by the SPMG the promoter will be required to enter into a Grant Funding Agreement (Appendix C) with the LEP Accountable Body. The grant funding

agreement sets out the LEPs monitoring requirements so that it can measure the projects to ensure that the aims and objectives of the approved Project are being achieved and outputs and outcomes delivered. Note: this agreement includes clawback measures whereby funding can and will be recovered from recipients if there has been non-compliance, misrepresentation or underperformance.

Lessons Learned protocol and procedure

Background:

A procedure and operational diagram has been developed which describes the process by which LEP projects would usually enter the SSLEP project pipeline and are evaluated and assessed for grant support. The benefit of a formal process will ensure that lessons learned during the development, evaluation and delivery of projects is documented and that this past-experience be actively brought to the attention of those on both the project development and project assessment sides of the process, in order to continuously improve process and product, and to ensure that a long-term corporate memory on learning and best practice is maintained.

Methodology:

An electronic document will be opened with the document sub divided into common topics/components of project development, assessment and delivery. Learning from schemes will be recorded as they happen in a “live” version of the document, to allow reference throughout the working year, and an annual review and adoption process will be developed.

When project promoters make their initial approach to the LEP for funding, or where the LEP makes an Open Call, project promoters will be directed towards the Lessons Learned folder and encouraged to reflect best practice and benefit from the experience of others who have developed similar schemes.

The Lessons Learned folder will include a confidential section for the use of the SSLEP team only dealing with the better assessment of schemes.

Process:

Learning is captured throughout the process, with a full review of the project at the end, and this knowledge transferred to the project inception/first application stage so that project promoters can have access to and learn from the recorded experience of others.

The SSLEP team will highlight from this learning which elements have become:

- Mandatory requirements
- Advisory requirements, or
- Items for consideration.

Some changes will be simply best practice borne out of live experience on projects. Others will be key lessons which warrant deeper consideration and potential modification and/or enhancement of the project assessment protocols and process.

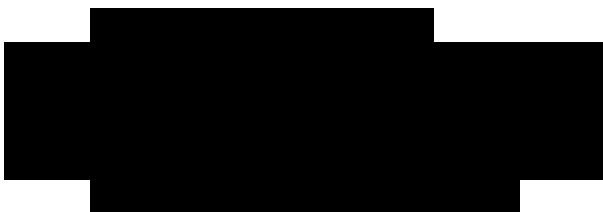
Annually, a report will be prepared rehearsing the lessons learned for that year, identifying those that should be incorporated into best practice, and the report submitted to Strategic Programme Management Group (SPMG) for consideration before making recommendation to Executive Board for formal adoption of the suggested key changes. The report will highlight any other aligned documents which may require updating to reflect the adoption of revised protocols & procedures (e.g. Funding Legal Agreement, etc).

Appendix A – SSLEP CDGD Business Case Proforma

Appendix B – SSLEP business case assessment template

Appendix C – Grant Funding Agreement

Appendix A – SSLEP Business Case Proforma



Business Case Proforma

All Business Cases will be developed and submitted in accordance with the Stoke-on-Trent and Staffordshire Enterprise Partnership (February 2017) Assurance Framework and the Accountable Body Agreement between Staffordshire County Council and Stoke-on-Trent and Staffordshire Enterprise Partnership.

Please also refer to <https://www.gov.uk/government/publications/the-green-book-appraisal-and-evaluation-in-central-government> and <https://www.gov.uk/government/publications/department-for-communities-and-local-government-appraisal-guide> for guidance in completing this business case

Please delete all purple text from the final version.

1. Project title and proposing organisation(s)

Enter brief project title and organisation raising the business case.

2. Decision date

The date by which the Programme Board's decision is required.

3. Decision summary: Recommendation etc.

Please insert details of the decision required and any recommendations (if appropriate) to the LEP Executive Group.

4. Is the decision exempt from being publicly reported by the LEP (if so please specify the reasons why)?

If the decision is subject to a non-disclosure agreement or for example, in commercial confidence and should not be publicly reported, please state reasons.

5. Options appraisal

In addition to considering guidance above please consider background to the recommendation including reasons and justification for decision; include any alternative options considered and reasons for rejection e.g. Do Nothing / Do Minimum / Do Something. Benefits and Disbenefits (potential outcomes perceived as negative by one or more stakeholders, which would arise as actual consequences (not risks) of carrying out proposal). Highlight the preferred option from the options appraisal.

Clearly state what the objective(s) is/are in "SMART" terms?
(Specific, Measurable (delivery / achievement can be objectively Monitored), Achievable, Relevant and Time constrained).

5.1. Strategic case

In addition to considering guidance above please consider the extent to which the proposal supports one or more of the strategic priorities in the SSLEP Strategic Economic Plan and / or raise productivity levels.

Rehearse strategic risks and mitigation.

Identify any learning incorporated from previous projects.

Outline consultation that has taken place.

Identify stakeholders.

5.2. Economic case

In addition to considering guidance above please explain how the proposal will support and contribute to economic growth and productivity within the SSLEP area.

Clearly state why is this the preferred option?

Additionality

The extent to which a project's benefits will be realised without the funding (deadweight); the impact of the funding on the speed of delivery of the economic benefits; and the extent to which the funding will shift economic activity from other areas (displacement).

Wider Economic Impacts

The wider impact on the economy of the Stoke on Trent and Staffordshire LEP area (i.e. will it help unlock or bring forward other development sites or economic activity; will it help grow the priority sectors; and the knock-on impacts to other companies in a supply-chain).

Social Impact/Community Impact - The extent to which the proposal will have wider social or environmental benefits to the Stoke-on-Trent and Staffordshire LEP area (e.g. providing employment opportunities in deprived areas, supporting people into work through apprenticeships and other access to employment routes).

5.3. Commercial case

In addition to considering guidance above: Is the proposal commercially feasible/deliverable? How does the proposal represent value for money to the SSLEP area and UK as a whole? What procurement arrangements are being used and has market testing to ensure effective delivery been undertaken?

State who will own the asset after project completes.

5.4. Financial case

In addition to considering guidance above, please set out financial appraisal.

Include statements on:

- *Lifetime costing*
- *Financial sustainability*
- *If all funding is secured or not (any dependencies)*
- *Rehearse VFM & LVU, and other indicators.*
-

5.5. Management case

In addition to considering guidance above what project management tools, principles and personnel are in place to ensure successful delivery of the proposal? Is a risk management strategy in place and how will risks be mitigated against and managed?

Show delivery plan/timeline with critical dates and milestones.

Are all necessary approvals in place?

5.6. Resource and VFM analysis

In addition to considering guidance above please consider and respond to all of the following prompts:

What is the calculated GVA of the project?

What is the Land Value Uplift?

What is the BCR of the project?

(BCR is defined as the ratio of the present value of benefits to the present value of costs. It provides a measure of the benefits relative to costs)

What is the Estimates of Net Present Social Value (NPSV) of the project?

(NPSV is defined as the present value of benefits less the present value of costs. It provides a measure of the overall impact of an option)

What is the status of the funding identified for the proposal?

What is the return on investment and how do you guarantee the benefits will be realised?

Private Sector Investment/ Other Investment/Match Funding/Leverage - The ability to lever other funding, in particular, private sector funding and the scale of the Investment.

Explain the status of project cost estimates including the use of contingency/optimism bias/ /Inflation/Displacement/Deadweight and additionality assumptions.

Infrastructure – What type of infrastructure is being proposed?

Jobs - The value (quality i.e. permanent vs. temporary and construction jobs) and number of the jobs created. Is there any estimate of the type of jobs to be created by the proposal?

Homes – How many new housing units will be delivered as a result of the proposal- (where applicable)?

Skills - Delivery of skills outcomes (where applicable).

Transport - Total length of new or improved/resurfaced road/cycleway/footways created.

Service Improvements - How will the proposal lead to quantified improvements for Bus/Rail/Road/Other users?

6. Consultation process

Outline relevant organisational approvals (such as Cabinet or Board approvals) and how the proposal has been developed to date, including details of how consultation has shaped/is shaping the preferred option

7. Location of proposal

Insert an OS location plan of the proposal if possible, or attach as an appendix plan

8. Risk analysis

Summary of key risks, including indication of likelihood and impact of each risk and proposals for how risks will be mitigated against, managed and controlled. Attach the risk register.

9. Legal analysis

Provide details of Land ownership/Contractual etc. agreements between proposing party and other key parties. Demonstrate state aid compliance. Confirm applicants Equal Opportunities Policy and compliance with SSLEP SLA with Accountable Body

10. Delivery

The ability to demonstrate that the proposal is deliverable including: the extent to which it has planning permissions and other legal consents in place; the adequacy of the funding package and contingency arrangements; the financial standing of the delivery partners, risks to timely delivery, land ownerships and acquisition issues which may present a risk to delivery

Benefits Realisation – how will you make sure you actually get the intended benefits (outcomes, changed processes) originally planned for your project? A Benefits Realisation Plan should be developed.

11. Timetable

Provide details of the length of proposal and relevant major milestones to completion. Include period over which benefits will be realised

12. Author

Business case author's name and contact details.

Please identify all supporting documentation and reports and where they can be found.

Please date and sign this form to confirm that the business case has been developed in accordance with Treasury Green Book and DCLG Guidance.

13. Decision details

For official use only – details of date considered by SSLEP Executive Group and any additional information for decision record.

Appendix B – SSLEP business case assessment template

Business Case Assessment

Government expects an economic appraisal of a business case to be based on Green Book appraisal methods and take into account departmental specific guidance where appropriate e.g. DfT's WebTAG but where changes in land use is concerned, we would expect analysis consistent with the DCLG Appraisal Guide 2016. The DCLG Appraisal Guide states that interventions around the benefits of changes in land use should be measured using Land Value Uplift, rather than modelling based on jobs and GVA.

Project Name					
Reference					
State Aid (Has state aid compliance been demonstrated?).					
Brief description of scheme.					
Total Project Cost =		SSLEP request =		Grant to capital ratio%	
Net GVA/Land Value Uplift/BCR =		BCR / RoI/LVU=		Period (years)=	
	Add: NPSV?				
Outputs	Output	Number			

Notes

1. Net GVA gives the value of the additional services and good produced resulting from the project (allowing for leakage, displacement and multiplier effects).
2. The assessment focuses on the benefit cost ratio which looks at the return for investment of the publicly funded investment. A BCR for transport schemes is not directly comparable to a BCR for other schemes.
3. The DCLG Appraisal Guide states that interventions around the benefits of changes in land use should be measured using Land Value Uplift, rather than modelling based on jobs and GVA.

Strategic Case

The strategic case sets out the rationale for the proposal. It makes the case for change at a strategic level. It should set out the background to the proposal and explain the objective that is to be achieved.

Does the proposal support the SEP or other relevant strategy or plan?

Y/N

List plans other than SEP

Does the proposal clearly state which SEP objectives (or other relevant strategy or plan) are to be delivered? (State which)	Y/N List which
Is the project specifically named in the SEP or other key plan / strategy?	Identify page
Does the proposal clearly state what the objective(s) is/are in "SMART" terms? (Specific, Measurable (delivery / achievement can be objectively Monitored), Achievable, Relevant and Time constrained. If not, then is the objective clearly set out so that its achievement can be monitored? <i>(If it cannot be monitored the proposal cannot be judged as good value for money).</i>	Y/N If deficient explain
Outputs <i>Should be based on net figures and applicants should attach additionality calculations allowing for leakage, displacement and multiplier effects.</i>	
<ul style="list-style-type: none"> - Are the net benefits/outputs clear? - Is there an independent professional valuation of the land? - Is the basis of the additionality calculation clear and considered appropriate? (Are benchmarks used, what evidence is provided to support the identified outputs?) - Are there genuinely unquantifiable costs and benefits associated with a proposal? If so does the proposal clearly explain why quantification cannot reasonably be made? - Are there wider impacts e.g. environmental, sustainability, health and safety, competition, rural, business impact. 	Acceptable - clear, additional and net or Requires further work – and list why
Are the main barriers/constraints and dependencies clear? Are they accurately reflected in the risk assessment?	Y/N
Are the strategic risks clear?	Y/N List main ones
Are there any dependencies on this project and what impacts could they have on the project?	Y/N List main impacts
Are there any lessons learned from previous experience in this area (across the SSLEP area and wider) and if so how are these being applied? What best practice is being applied?	Y/N Briefly note the lessons learned that have been applied.
Has consultation taken place that supports the proposal?	Y/N summary

Are there clear stakeholders that are supporting the project?	Y/N summary
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Strategic Case Assessment Summary

High: Strong strategic fit / supports SEP/Key Strategies and accelerates job creation, business investment and site development.

- Schemes that are specifically mentioned in the SEP as strategically important and/or
- Genuinely transformational outputs at a scale to make significant impact sectorally / spatially.

Medium: Good strategic fit. Project supports growth but lead to medium scale improvements/outputs.

Low: May have strong elements but overall case is weak e.g. unclear strategic fit, projects with strategic fit but leads to small scale improvements/outputs.

The Economic Case

The economic case assesses the economic costs and benefits of the proposal to society as a whole, and spans the entire period covered by the proposal. Ensure that the benefits of the development have been calculated in accordance with Green Book and Departmental Guidance e.g. Land Value Uplift – DCLG Appraisal Guidance 2016, DfT WebTAG.

Project Additionality / Cost Benefit Analysis

- Is the additionality and supporting documentation convincing?
- Do outputs represent value for money, base on previous projects and known benchmarks as applicable?

Check additionality calculation for sense and errors (For VfM guidance see summary box below)

Does GVA calculation make sense in relation to persistency (years) allowed for

Make a strong, concise and robust case for the VfM of the proposed project, providing clear evidence of its economic efficiency.

Options Analysis

Options analysis starts from a list of all reasonable alternatives including a do nothing option (the so called counterfactual) or if doing nothing is not possible a do minimum option.

- Is it clear why the initial list of options has been reduced to the preferred option?
- Are there any key variables which if changed would lead to a different preferred option to be selected (checking sensitivity)?

Y/N

List any sensitivity issues

Is the rationale for choosing the preferred option clear?

Y/N and state why it was selected

If the preferred option does not represent the best value for money of the options considered are the decisive factors that influenced the decision clear and justifiable?	If not VFM list reasons why selected
Risk Management - Have all appropriate risks been considered? - Are the risk management arrangements credible, and are the risk management costs also built in? - Does the proposal identify the major risks that could impact on the economic case and contain appropriate mitigation?	Y/N If N list deficiencies
Optimism Bias <i>Optimism bias decreases as the project firms up, risk management becomes more detailed and costs are firmed then</i>	
- Does the proposal contain an allowance for Optimism Bias? - Is the level of optimism bias included sensible in relation to the stage reached in preparing the business case? - Has this been calculated?	
Distributional Impacts - What % of project impacts are outside the SSLEP area and how has this figure been arrived at? - Does the project have different impacts on different sections of society/are there any re-distributional impacts?	If none - say so If exists – does the % make sense

Economic Case Assessment Summary

High: Strong case across the board. High additionality. Alternate options identified / considered and preferred option logically identified. Risk management robust. Optimism bias clearly accounted for. Distributional impacts clear/which impacts will fall outside area. Land value uplift calculated and identified.

General – BCR 10% above comparator data

Transport – BCR higher than 2

Medium: Good strategic fit. Project supports growth but lead to medium scale improvements.

General – BCR is within 10% of comparator data

Transport – BCR higher than 1.5 - 2

Low: Unclear strategic fit. Projects with strategic fit but lead to small scale improvements.

General – BCR is below 10% of comparator data

Transport – lower than 1.5

The Commercial Case

<i>The commercial case is concerned with issues of commercial feasibility and sets out to answer the question “can the proposed solution be effectively delivered through a workable commercial deal or deals?” Has Land value uplift been calculated and accounted for – who benefits from the uplift?</i>	
Is the relationship with any private sector partners that will also deliver clear?	Y/N Summarise e.g. financial, profit sharing, contractual.
Does the procurement methodology make sense for the project and accord with procurement regulations? i.e. EU procurement thresholds	Y/N Summarise
Is the procurement timetable clear (for some less advanced projects this will give indicative time frames as opposed to precise dates)?	Y/N Summarise – explain whether detailed or headline
Are personnel / TUPE implications fully explained and addressed?	Y/N
Are any in house costs clear and proportionate?	Y/N
Who will own the assets after the project is completed?	Explain
Does the risk assessment adequately consider and address any procurement risks?	Y/N If no, explain

Commercial Case Assessment Summary

High: Strong case across the board. Procurement methodology is appropriate / robust with a full timescale. Asset ownership and management clear. Risk management effective. In house costs considered proportionate.

Medium: Overall the commercial case is well constructed and convincing. However, specific elements are not strong /require improvement.

Low: May have strong elements but overall case weak e.g. procurement methodology and timescale not clear, not clear on asset or risk management or in house costs considered disproportionate.

The Financial Case

The financial case is concerned with issues of affordability, financial viability/sustainability and sources of budget funding. It covers the lifespan of the scheme and all attributable costs.

Are all the lifetime costs identified? I.e. anything obvious missing, any blank lines or provisional sums.	Y/N Check how estimated and identify e.g. estimate, based on previous project, QS estimate, scheduled of rates, quotes, tenders etc. Cross reference to optimism bias. Check ongoing financial viability.
Have all lifetime costs and issues of financial sustainability been fully considered	Y/N Check how estimated and identify them.

Has all the matched funding been secured or is there a funding gap?	Explain. Identify % of gap and cash amount
Is the strategy for securing the funding package reasonable and appropriate?	Y/N Summarise
Does the level of cost proposed represent value for money based on known benchmarks? i.e. cost per square metre for new build	Y/N and why
Has Land Value Uplift been calculated – has it been accounted for in the development appraisal – who gets the benefit – should SSLEP/Public Sector partners participate in uplift?	Y/N Check figures properly calculated e.g. RICS Red Book Valuations. Summarise
Is the level of contingency appropriate?	Y/N Summarise level
Will the project sponsor be seeking to recover VAT as part of the LEP funding?	Y/N
Does the proposal contain provision for dealing with the financing of any time or cost overruns?	Y/N Summarise
Are there any particular cost elements that are particularly price sensitive and could impact on the project viability if there is a significant change? (Price sensitivity)	Y/N Explain
Contingent liabilities - Does the proposal explain and estimate any contingent liabilities that may result from the proposal? - Does the project sponsor adequately explain how these will be managed and any costs met?	Y/N for contingent liabilities If Y explain how being dealt with
Monitoring and Evaluation - is there financial provision for monitoring and evaluation	Y/N

Financial Case Assessment Summary

High: Strong case across the board. Costs basis strong (e.g. tenders / professionally estimated, full costs included including appropriate contingency), handling of liabilities clear, financial provision for monitoring and evaluation. Value for money against outputs clear. Lifetime costs assessed and financially viable.

Medium: Overall the case is well constructed and convincing. However, specific elements are not as strong /require improvement.

Low: May have strong elements but overall case weak e.g. procurement methodology and timescale not clear. Not clear on asset or risk management. In house costs considered disproportionate.

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The Management Case <i>The management case is concerned with the deliverability of the proposal and is sometimes referred to as programme management or project management case. The management case must clearly set out management responsibilities, governance and reporting arrangements, if it does not then the business case is not yet complete. The Senior Responsible Owner should be identified.</i>	
Is there a delivery plan with clear & detailed milestones?	Y/N Summarise key dates
Are the proposed programme management arrangements and methodology sound and effective? (Complex projects should be using PRINCE2 methodology)	Y/N Explain
Are risk management arrangements acceptable given the scale of the project? - Is there an effective risk register with mitigating actions? - Are there any risks which could have a disproportionate impact on the project?	Y/N
Has the project been given full clearance to proceed by the sponsoring organisation? (Who/ what board or committee?)	Y/N
Evaluation - Are the evaluation proposals proportionate and acceptable? (Larger scale projects should be independently sourced) Do they accord with national LGF guidance issued by HMG?	Y/N

Management Case Assessment Summary High: Strong case across the board. Delivery plan, management methodology and risk management robust and clear. Clear evidence that project can be delivered within proposed timescales. Evaluation appropriate and accords with national guidelines. Full approvals. Medium: Overall the case is well constructed and convincing. However, specific elements are not as strong /require improvement. Low: May have strong elements but overall case weak e.g. delivery plan lacks clear dates, risk management inadequate, project lacks internal approvals.

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Business Case Assessment Summary

Project Name			
Reference			
Programme Management Team Assessment Summary			
<p>High: Strong case across the board. Delivery plan, management methodology and risk management robust and clear. Clear evidence that project can be delivered within proposed timescales. Evaluation appropriate and accords with national guidelines. Full approvals.</p> <p>Medium: Overall the case is well constructed and convincing. However, specific elements are not as strong /require improvement.</p> <p>Low: May have strong elements but overall case weak e.g. delivery plan lacks clear dates, risk management inadequate, project lacks internal approvals.</p>			
Strategic Case			
Economic			
Commercial			
Financial			
Management			
Recommendation			
Assessor		Date	
Verification		Date	

To Be Completed After PAG: Record of Decision	
Chair:	
Date of Meeting:	
Decision:	

To Be Completed After SPMG: Record of Decision	
Chair:	
Date of Meeting:	
Decision:	

To Be Completed After Executive Board: Record of Decision	
Chair:	
Date of Meeting:	
Decision:	

Appendix C – Grant Funding Agreement

DATED _____ 2020

AGREEMENT BETWEEN

STAFFORDSHIRE COUNTY COUNCIL

&

[INSERT NAME OF GRANT RECIPIENT COMPANY OR AUTHORITY]

IN RESPECT OF

[INSERT NAME OF PROJECT]



John Tradewell
Director of Corporate Services
Staffordshire County Council
Staffordshire Legal Services
2 Staffordshire Place
Stafford ST16 2DH

(Ref:SL/[insert internal Legal Services file reference])

BETWEEN:

- (1) **STAFFORDSHIRE COUNTY COUNCIL** of 2 Staffordshire Place, Stafford, ST16 2DH (the “**Council**”) and
- (2) **[INSERT NAME OF GRANT RECIPIENT COMPANY OR AUTHORITY]** (Company Number [insert company number]) whose registered address is [insert address] (the “**Recipient**”),

each a “**Party**” and together, the “**Parties**”.

BACKGROUND

- (A) The Council is the Accountable Body for the Stoke on Trent & Staffordshire LEP (the “**LEP**”) in connection with funding under the Local Growth Deal.
- (B) The Council in its capacity as Accountable Body wishes to make a grant available to the Recipient to help fund [insert brief description of Project].
- (C) The Recipient has agreed to implement (or procure the implementation of) the Works on the terms and conditions in this Agreement, which are intended among other things to ensure that the Grant is used solely for the purpose for which it is awarded.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following words will have the following meanings:

Accountable Body	means the accountable local authority for the LEP as required by the LEP Assurance Framework.
Audit	means an audit carried out by the Auditors in line with the Council’s internal audit programme or following an external request for audit

Auditors	means the Council's internal audit team or such other team of auditors appointed by the Council.
Certificate of Practical Completion	means the certificate(s) or statement(s) to be issued certifying that the Works have been completed in accordance with the Works Contract.
Claim	means a claim made by the Recipient to the Council requesting payment of an instalment of the Grant in respect of Qualifying Expenditure in accordance with clause 7.
Claim Form	means a claim form in the form annexed to this Agreement at Schedule 5.
Commencement Date	means the date of this Agreement.
Confidential Information	means all confidential information (however recorded or preserved) disclosed by a Party or its Representatives (which means, in relation to a Party, its employees, officers, representatives and advisers) to the other Party and that Party's Representatives in connection with this Agreement and/or whether discovered, learnt or gleaned whether before or after the date of this Agreement, including but not limited to; the existence and terms of this Agreement, any information that would be regarded as confidential by a reasonable business person relating to the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing Party and the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party, any information developed by the Parties in the course of carrying out this agreement; and any information detailed in this

	Agreement and its Schedules.
Consents	means any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration from any government or other authority, the local planning authority, landlords, funders, adjoining land owners or any other person in relation to the carrying out, use and future maintenance of the Works.
Contractor	means any contractor appointed by the Recipient or appointed by any Developer on the Recipient's behalf to carry out the Works in accordance with the Works Contract.
Data Protection Legislation	all applicable data protection legislation and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); any other directly applicable European Union regulation relating to privacy; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data and the privacy of electronic communications.
Developer	means any development partner used by the Recipient for the carrying out of the Works.
Dispute Resolution Contact	means [insert name and position] for the Recipient or any other person notified in writing by the Recipient to the Council.
Event of Default	means the matters listed at clause 18.

GDPR	means the General Data Protection Regulation ((EU) 2016/679).
Grant	means a total sum not exceeding [insert net grant amount in numbers ([insert net grant amount in words])] to be paid in accordance with the terms of this Agreement, being the net grant allocation following deduction by the Council of a 1.29% administration and arrangement fee from the agreed total grant amount of [insert grant amount in numbers ([insert grant amount in words])]
Grant Completion Date	means the date on which the Outputs have been delivered to the LEP and the Council's satisfaction as indicated in writing by the Project Monitoring Officer.
Growth Deal Logo	means the logo set out in the guidance referred to at Schedule 4.
LEP	means the Stoke-on-Trent & Staffordshire Local Enterprise Partnership.
LEP Assurance Framework	means the Stoke-on-Trent and Staffordshire Local Enterprise Partnership Assurance Framework which comprises a number of framework, policy and constitutional documents as set out at https://www.stokestaffslep.org.uk .
LEP Manager	means acting s151 Officer for the LEP, or any other person notified in writing by the Council to the Recipient.
Local Growth Deal	means the government scheme under which funding is awarded to Local Enterprise Partnerships for projects that benefit the local area and economy

Local Growth Deal Branding Guidelines	means the guidelines at Schedule 4
Match Funding	means funding other than the Grant which has been sourced by the Recipient, (full details of which are set out at Schedule 1 (Project Specification), in order to help fund the Project and is maintained by the Recipient throughout the duration of this Agreement.
Office Hours	means the hours between 9.00am and 5.00pm on any Working Day.
Outputs	means the intended outputs of the Project as set out in Schedule 1 (Project Specification).
Personal Data	will have the same meaning as set out in the Data Protection Legislation.
Prohibited Act	<p>means (a) offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:</p> <p>(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or</p> <p>(ii) for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;</p> <p>(b) entering into this Agreement or any other contract with the Council in connection with which commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and the terms and conditions</p>

	<p>of any such contract for the payment thereof have been disclosed in writing to the Council;</p> <p>(c) committing any offence:</p> <p>(i) under the Prevention of Corruption Acts 1889 – 1916;</p> <p>(ii) under the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;</p> <p>(iv) under legislation creating offences in respect of fraudulent acts; or</p> <p>(v) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or</p> <p>(d) defrauding or attempting to defraud or conspiring to defraud the Council.</p>
Project	<p>means the project identified in the recital to this Agreement and specific details of which are at Schedule 1 (Project Specification) which includes amongst other things the carrying out of the Works and which once completed is intended to deliver the Outputs.</p>
Professional Team	<p>means any professional team employed or engaged by or on behalf of the Recipient to provide services in relation to the carrying out of the Works including but not limited to consultant architects, contract administrators, mechanical and electrical services engineers, planning supervisors, project managers, quality surveyors, structural and civil engineers.</p>

Project Monitoring Officer	means the SSLEP Programme Manager or any other person notified in writing by the Council to the Recipient to act as the key interface between the Recipient and the LEP.
Project Specification	means the specification set out at Schedule 1 (Project Specification)
Qualifying Expenditure	means expenditure that has been properly incurred in respect of the Works.
Recipient Bank Account	means the bank account (or equivalent building society account) details notified by the Recipient to the Council in order for payment of the Grant to be made into that account by the Council using BACS.
SPMG	means the LEP Strategic Programme Management Group
Staff	means all staff who are responsible for financial administration arrangements on behalf of the Recipient.
Strategic Economic Plan	means the LEP's current strategic economic plan available on the LEP website at https://www.stokestaffslep.org.uk as updated from time to time.
Works	means the works required to deliver the Project as more particularly described in Schedule 1 (Project Specification) and any such other works associated with the Project that may be approved by the SPMG from time to time which will be carried out in accordance with Schedule 2 (Works Terms and Conditions).
Works Commencement Date	means [<i>insert date</i>]

Works Contract	means the contract or contracts for the carrying out and completion of the Works to be entered into between the Recipient and its Contractors or any Developer and its Contractors in accordance with the relevant provisions of Schedule 2 (Works Terms and Conditions).
Works Programme Delivery Timetable	means the timetable set out at Schedule 1 (Project Specification)
Working Day	means the hours between 9.00am and 5.00pm 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 will not affect the interpretation of this Agreement.
- 1.2.2. The schedules form part of this Agreement and will 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 will include the plural and vice versa.
- 1.2.5. A reference to one gender will 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 faxes but not 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 will prevail over the remainder of the Schedules.

2. ENTIRE AGREEMENT

This Agreement represents the whole agreement between the Parties in relation to the Grant and therefore supersedes all previous representations, understandings and agreements, whether oral or written, which have been made by either Party to the other (whether directly or indirectly).

3. COMMENCEMENT AND DURATION

- 3.1. This Agreement will commence on the Commencement Date provided it has been correctly executed by the Parties and will continue until the Grant Completion Date unless terminated earlier in accordance with the terms of this Agreement.
- 3.2. Clause 3.1 does not affect any right conferred by any clause within this Agreement which is expressed to continue beyond the termination of this Agreement.

4. PROVISION OF GRANT AID

The Council, as Accountable Body for the LEP, will make the Grant available to the Recipient on the terms contained within this Agreement.

5. PURPOSE AND USE OF GRANT

- 5.1. The Recipient will use the Grant solely for the delivery of the Project set out at Schedule 1 (Project Specification) and in accordance with the terms of this Agreement.
- 5.2. The Grant shall be used by the Recipient for the delivery of the Project in accordance with the agreed budget set out in Schedule 3 unless otherwise agreed by the Parties.
- 5.3. The Recipient shall not, unless prior written consent has been given by the Project Monitoring Officer on behalf of the LEP and the Council, use the Grant for any of the following purposes:
 - 5.3.1. to make any payment to members of its Governing Body;
 - 5.3.2. to purchase buildings or land, unless this is an integral part of the Project and is specifically referenced at Schedule 1; or
 - 5.3.3. to pay for any expenditure commitments of the Recipient entered into before the Commencement Date.
- 5.4. The Recipient will maintain in place for the duration of this Agreement Match Funding which will be described in detail in the Project Specification at Schedule 1 under the heading "Project Funding Package".
- 5.5. Where there is any alteration to the Match funding after the Commencement Date, the Recipient will notify the Project Monitoring Officer immediately in writing and will provide the Council with full details including an amended description of the Project Funding Package for insertion at Schedule 1.
- 5.6. Where the Recipient intends to apply to a third party for additional funding which is not Match Funding for any of the Project (including without limitation funding for associated administration and staffing costs), it will notify the Project Monitoring Officer in writing in advance of its intention to do so and, where such funding is obtained, it will provide the Project Monitoring Officer with details of the amount of funding, a clear description of what that funding will be used for and of any subsequent changes to the level of that funding or the manner in which that funding is to be used.

- 5.7. The Recipient agrees and accepts that it shall not apply for duplicate funding in respect of any part of the Project or any related administration costs that the Council is already funding in full under this Agreement.
- 5.8. The Recipient shall not spend any part of the Grant on the delivery of the Project after the Grant Completion Date.
- 5.9. Should any part of the Grant remain unspent at the end of the Grant Completion Date, the Recipient shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for charitable purposes as agreed between the parties.
- 5.10. Any liabilities arising at the end of the Project including any redundancy liabilities for staff employed by the Recipient to deliver the Project must be managed and paid for by the Recipient using the Grant or other resources of the Recipient. There will be no additional funding available from the Council for this purpose.
- 5.11. All Grant monies received by the Recipient under this Agreement must be spent by the Recipient by 31 March 2021.

6. VARIATION OF GRANT USE

- 6.1. Where the Recipient wishes to use the Grant for any purpose other than those set out at clause 5 or to depart in any material respect from the Project Specification, the Recipient must:
- 6.1.1. notify the Project Monitoring Officer in writing of the proposed change or changes;
 - 6.1.2. provide any supporting evidence the Project Monitoring Officer may reasonably require;
 - 6.1.3. demonstrate that the proposed changes comply with the objectives of the funding source being invested by the Council on behalf of the LEP as set out in its Strategic Economic Plan; and
 - 6.1.4. will not enact any proposed change or changes until the Project Monitoring Officer has notified the Recipient in writing that the changes have been approved by the LEP.

- 6.2. The Recipient will notify the Project Monitoring Officer in writing as soon as practicable thereafter in the event of any anticipated material change in the information submitted on the cost of the Project or the Outputs.
- 6.3. The Recipient acknowledges that any proposed variation in the use of the Grant or any material departure from the Project Specification is subject to approval by the LEP and consent will only be given if this is approved by the appropriate LEP sub-group and/or the LEP Executive Board taking into consideration the scale and impact of the variation.
- 6.4. The Project Monitoring Officer will notify the Recipient in writing of the LEP's decision whether to give consent.

7. GRANT PAYMENTS

- 7.1. The Council will pay the Grant into the Recipient Bank Account within 28 days of receipt of a Claim subject to the necessary LEP funds being available when payment falls due provided that:
 - 7.1.1. there is no subsisting Event of Default which has not been remedied in accordance with clause 18; and
 - 7.1.2. the Claim was submitted in accordance with the terms of this Agreement.
- 7.2. The Recipient agrees and accepts that payments of the Grant can only be made to the extent that the Council has available LEP funds and should funding be withdrawn by central government the Council will not be liable for any remaining payments due to the Recipient under this Agreement.
- 7.3. No Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 7.4. Each Claim made by the Recipient will:
 - 7.4.1. be submitted to the Council using the Claim Form or in any other form and manner required by the Council from time to time;
 - 7.4.2. not relate to an agreed activity or Output in relation to which the Recipient has been paid an instalment of the Grant pursuant to a previous Claim;

- 7.4.3. be submitted quarterly in arrears in accordance with the estimated grant drawdown schedule set out in Schedule 3 unless otherwise agreed by the Parties in accordance with clause 7.1; and
- 7.4.4. be supported by evidence to the satisfaction of the Council and its Auditors that the expenditure to which the Claim relates is Qualifying Expenditure including but not limited to:
- 7.4.4.1. final papers, reports and invoices for substantive amounts of expenditure;
 - 7.4.4.2. lists generated by the Developer and/or Contractor's finance management system of invoices relating to Qualifying Expenditure for the Works;
 - 7.4.4.3. a breakdown of Qualifying Expenditure in respect of which the Claim is being made;
 - 7.4.4.4. evidence of the valuation of the work completed at the time of the Claim which will be verified by Staffordshire County Council s151 Officer; and
 - 7.4.4.5. such other documentation as the Council may reasonably require.
- 7.5. The Council reserves the right to inspect the Works at its own discretion to obtain such further evidence of Qualifying Expenditure as the Council sees fit before making a payment under this Agreement.
- 7.6. The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.
- 7.7. The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.
- 7.8. Treatment of VAT**
- 7.8.1. All payments will be made exclusive of VAT.

- 7.8.2. If any VAT is payable the Recipient will supply the Council with a valid VAT invoice;
- 7.8.3. If any VAT is payable by the Council the Council will pay the same within thirty (30) Working Days of a receiving a valid VAT invoice.
- 7.9. Where any part of the Grant is deemed under law to be repayable by the Recipient to the Council at any time:
- 7.9.1. the Council will calculate the full amount repayable which may, where applicable, include interest on the principle sum and will notify the Recipient in writing of the sum and what that sum includes;
- 7.9.2. the Recipient will repay the sums notified in clause 7.9.1 to the Council within thirty (30) Working Days of the date of such notice; and
- 7.9.3. any interest applicable to the sum as prescribed by the law(s) under which the sum has become repayable will continue to be applicable and will be calculated on a compound basis until repayment is made in full.

8. TIMESCALES

- 8.1. The Recipient must carry out the Project to the timescales specified in Schedule 1 (Project Specification) of this Agreement.
- 8.2. If the Recipient has any reason to believe that the Project may not be delivered in accordance with the specified timescales, the Recipient must immediately:
- 8.2.1. notify the Project Monitoring Officer in writing; and
- 8.2.2. submit its proposed revised timescales for review by the LEP.
- 8.3. The Project Monitoring Officer will notify the Recipient in writing of the LEP's decision whether to consent to the proposed revised timescales.
- 8.4. The Recipient acknowledges that the LEP are not obliged to approve any revised timescales and failure to comply with the requirements of clause 8.1 may result in the Council taking action in accordance with clause 18.

9. RECORDS AND AUDIT ACCESS

- 9.1. The Grant will be clearly identified in the Recipient's accounts as a restricted fund and shall not be included under general funds.

- 9.2. If the Recipient receives more than one grant from the Council, each grant must be individually identified in the Recipient's accounts.
- 9.3. The Council retains the right to investigate the Recipient's business where it believes that there is or has been financial irregularity, misuse or misappropriation of the Grant, including the right to access individuals, documents, information and other evidence held by the Recipient.
- 9.4. The Recipient will keep and maintain until 6 years after the date of termination or expiry of this Agreement (or as long a period as may be agreed between the Parties), separate, full, accurate and up to date records and accounts of the receipt and expenditure of the Grant monies received by it.
- 9.5. The Recipient will keep the records and accounts referred to this clause 9 in accordance with good accountancy practice.
- 9.6. The Council will have the right to review, at the Council's request, the Recipient's records and accounts relating to the expenditure of the Grant and will have the right to take copies of such records and accounts.
- 9.7. If the Council so requests, the Recipient shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.
- 9.8. The Council will use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Recipient or delay the Works save insofar as the Recipient accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Council.
- 9.9. Subject to the Parties' rights of confidentiality, the Recipient will on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:-
- 9.9.1. all information requested by the Auditor within the scope of the Audit;
- 9.9.2. reasonable access to sites controlled by the Recipient including access for duly authorised Council officers to visit the Project and/or the Recipient's business premises in order to inspect the Project and the Recipient's financial and other records;

9.9.3. any additional information requested during the course of an Audit; and

9.9.4. access to the Staff.

9.10. The Parties agree that they will bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 9, unless an Audit reveals an Event of Default by the Recipient in which case the Recipient will reimburse the Council for the Council's reasonable costs incurred in relation to the Audit.

9.11. The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

10. REPORTING AND MONITORING

10.1. The Recipient will submit monthly project monitoring reports to the Project Monitoring Officer containing an overview of progress of the project to date including details of:

10.1.1. any issues arising;

10.1.2. any risks identified;

10.1.3. key milestones or other PR opportunities identified by the Recipient as required under the Local Growth Deal Branding Guidelines;

and any other information reasonably required by the Project Monitoring Officer.

10.2. The Recipient will submit quarterly reports to the Project Monitoring Officer containing details of:

10.2.1. the anticipated expenditure profile of grant monies including Match Funding and an explanation regarding any variation in such profile since the previous report;

10.2.2. Outputs achieved to date;

10.2.3. up to date forecasts for Outputs;

and any other information reasonably required by the Project Monitoring Officer.

- 10.3. Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall include the amount of such funding in its quarterly reports, including details of the source and application of the third-party funding.
- 10.4. The Recipient will provide any other information reasonably required by the Project Monitoring Officer at any time for the purposes of measuring the Recipient's performance of its obligations under this Agreement.
- 10.5. The Project Monitoring Officer will hold project review meetings with the Recipient as required and at least every three (3) Months. The purpose of these meetings will be to:
- 10.5.1. review progress of the Works in relation to the agreed Outputs;
 - 10.5.2. consider spend and review the effectiveness of financial management;
 - 10.5.3. develop effective forward activity and resource planning;
 - 10.5.4. identify any issues which are affecting or have the potential to affect the effective completion of the Works and agree with the Recipient any actions the Recipient needs to take to resolve those issues;
 - 10.5.5. ensure effective joint working; and
 - 10.5.6. monitor compliance with Schedule 3.

11. PUBLICITY

- 11.1. The Recipient will at all times adhere to the Local Growth Deal Branding Guidelines and acknowledges that its failure to do so could result in the Council being required by central government to take action under clause 18 of this Agreement.
- 11.2. The Recipient will acknowledge the LEP and Local Growth Deal in all of its publicity material by using the Midlands Engine logo and the Stoke on Trent and Staffordshire Local Enterprise Partnership logo as more particularly described at Schedule 4, to ensure that beneficiaries are aware of the support the Project is receiving. When doing so the Recipient will use the Growth Deal Logo in accordance with the Local Growth Deal Branding Guidelines.

- 11.3. The Recipient will obtain the prior written consent of the Project Monitoring Officer on behalf of the LEP and the Council (such consent not to be unreasonably withheld or delayed) to any press or any other publicity releases for the Project.
- 11.4. The Parties agree that the LEP may publicise its involvement in the Project and the Recipient will provide such information as is necessary to enable it to do so.
- 11.5. The Recipient will, if required by the Project Monitoring Officer, provide, procure and display such signs as are necessary to recognise the LEP's involvement in the Project. The signs will be of such design and displayed in such locations as approved by the Project Monitoring Officer on behalf of the LEP and the Council.
- 11.6. The Recipient will ensure that adequate rights have been obtained from any relevant landowner for the erection and retention of any billboards, plaques and/or other signs ("the Billboards").
- 11.7. The Billboards will be retained by the Recipient for such period as is reasonably required by the Project Monitoring Officer following completion of the Works.
- 11.8. Where grant funding has contributed to a building or site which would accommodate this, the Recipient will, within 6 Months after completion of the Works, put in place a commemorative plaque which must:
- 11.8.1. be located in a secure location which is easily visible to the public;
 - 11.8.2. be located in a position approved by the Project Monitoring Officer;
 - 11.8.3. be approved by the Project Monitoring Officer;
 - 11.8.4. include the Midlands Engine logo and the Stoke on Trent and Staffordshire Local Enterprise Partnership logo as more particularly described at Schedule 4; and
 - 11.8.5. mention the LEP's contribution and any funding stream from which the Grant was provided if required by the Project Monitoring Officer.

12. INSURANCE

- 12.1. The Recipient will procure that there is effected and maintained by the Developer or Contractor carrying out the Works policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Recipient under this Agreement including death or personal injury, or loss of or damage to property.

12.2. The Recipient will procure that there is effected and maintained by the Developer or Contractor carrying out the Works the following insurances for the period the Works are being carried out in relation to the carrying out and completion of the Works:

12.2.1. public liability insurance adequate to cover all risks in the performance of this Agreement from time to time. Such public insurance policy will have a minimum limit of indemnity of £5,000,000.00 (five million pounds) for occurrences arising out of each and every event;

12.2.2. employers' liability insurance with a minimum limit of indemnity of £10,000,000.00 (ten million pounds) for occurrences arising out of each and every event;

12.2.3. professional indemnity insurance with a minimum limit of indemnity of £5,000,000.00 (five million pounds) for each individual claim or such higher limit as the Council may reasonably require (and as required by law) from time to time.

12.3. Any excess or deductibles under such insurance (referred to in clause 12.1 and clause 12.1) will be the sole and exclusive responsibility of the insured party.

12.4. The terms of any insurance or the amount of cover will not relieve the Recipient of any liabilities arising under the Agreement.

12.5. The Recipient will procure and produce to the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

12.6. If, for whatever reason, the Recipient fails to procure that the Developer or Contractor carrying out the Works gives effect to and maintains the insurances required by the Agreement then the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Recipient.

13. LIABILITIES AND INDEMNITIES

The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient delivering the Project, from the use of the Grant by the Recipient or the withdrawal of the Grant by the Council for whatever reason. The Recipient will be liable and will indemnify the Council, its employees, agents, officers or sub-

contractors with respect to all claims, demands, actions, costs, expenses, losses, damages, personal injury (including death) and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.

14. LEGISLATIVE REQUIREMENTS

14.1. The Recipient is required to comply with all relevant legislation, exercising good practice and due diligence.

14.2. Discrimination

14.2.1. The Recipient must ensure that it complies with the Equality Act 2010 and does not unlawfully discriminate, directly or indirectly, and complies with employment legislation and has regard to the codes of practice of any bodies appointed by government to oversee equalities legislation, relevant government directorates and all other similar agencies in relation to equalities issues, and as they apply to specific jobs and roles.

14.2.2. The Council may from time to time conduct an independent equalities audit of the Recipient and request additional information in relation to the operation of their equal opportunities policies and procedures.

14.2.3. The Council may make recommendations based on any finding of non-compliance with these policies and undertake further audits to ensure these recommendations are implemented by the Recipient.

14.2.4. The Recipient will ensure that equality of opportunity is built into all aspects of the Project including any publicity and marketing.

14.3. Bribery

14.3.1. The Recipient warrants that it will comply (and will ensure that its Staff complies) with the Bribery Act 2010 at all times and must notify the Council immediately if a breach of this Act is suspected or known.

14.3.2. The Recipient will 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.

14.3.3. The Recipient warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council and / or the LEP or that an agreement has been reached to that effect in connection with the execution of this Agreement.

14.4. Prevention of Fraud

14.4.1. The Recipient will take all reasonable steps to prevent fraud by Staff (including its shareholders, members, directors) in connection with the receipt of the Grant from the Council.

14.4.2. The Recipient will notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur with regards to the receipt of the Grant from the Council.

14.5. Environmental Issues and Sustainable Procurement

In accordance with the Council's environmental policies, the Recipient will use reasonable endeavours to procure that in carrying out the Works the Contractors will conserve energy and water, use recycled and environmentally friendly materials whenever possible or those from a sustainable source, minimise and reduce pollution to air, land or water by using local resources and comply with the social ethical and environmental aims of the Council. Further information regarding environmental issues and sustainable procurement may be obtained from the Project Monitoring Officer.

14.6. Health and Safety

The Recipient will procure that the Contractors will comply with the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision of a copy of its risk assessment(s) under these Regulations when requested by the Council), and all legislation relating to health and safety in relation to the carrying out of the Works. Further information regarding health and safety may be obtained from the Project Monitoring Officer.

14.7. Data Protection

14.7.1. The Parties will throughout the duration of the Agreement (and for so long as they will have personal data in their possession) comply with the all applicable

requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement and in particular will have in place appropriate technical, security and organisational procedures and 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.

14.7.2. Insofar as the Recipient processes any personal data on behalf of the Council, the Recipient will process that personal data only on behalf of the Council and for the purposes of performing its obligations under this Agreement and in accordance with instructions contained in this Agreement or received from the Council from time to time; and will 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 Council.

14.7.3. Each Party will be responsible for its own actions, costs and claims in respect of their own breaches of the Data Protection Legislation. However, the Recipient will indemnify the Council against any actions, claims or losses incurred by the Council for breaches of the Data Protection Legislation by the Recipient.

14.8. Freedom of Information

14.8.1. Each Party will use reasonable endeavours to assist the other Party to comply with their obligations under the Freedom of Information Act 2000 (**"the FOIA"**), the Environmental Information Regulations 2004 any other applicable legislation governing access to information.

14.8.2. If a Party receives a request for information under such legislation ("the Receiving Party") and requires the other Party's assistance in obtaining that information, the other Party will provide such assistance within such reasonable timeframe requested by the Receiving Party (and in any case no later than ten (10) Working Days after receiving the Receiving Party's request) in order for the Receiving Party to comply with its statutory obligations;

14.8.3. If a request is made under such legislation for information which relates to either the Agreement or the other Party, the Receiving Party will immediately consult with the other Party and take their views into account when making a

decision as to whether or not the requested information should be disclosed, giving serious consideration to whether any statutory exemptions apply.

14.8.4. If the Receiving Party determines that information (including Confidential Information) must be disclosed, it will notify the other Party of such decision as soon as reasonably practicable.

14.9. Procurement

The Recipient will ensure that in carrying out its obligations under this Agreement it complies with all applicable United Kingdom and European procurement legislation and any implementing measures and any other legislation in connection with the procurement of works, supplies or services including European Union directives.

15. CONFIDENTIAL INFORMATION

15.1 During the term of this Agreement and thereafter each Party will (and will procure that its employees, agents and any other persons for whom it is responsible will) keep secret and confidential all Confidential Information and will not disclose the same to any person save to the extent necessary to perform its obligations under this Agreement or save as expressly authorised in writing by the other Party, provided that this provision will not apply to:-

15.1.1 any Confidential Information which a Party can demonstrate is already generally available and in the public domain otherwise than as a result of a breach of this clause 15.1;

15.1.2 any Confidential Information which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing Party, as evidenced by written records at the time of its disclosure;

15.1.3 any disclosure for the purpose of the examination and certification of the Recipient's accounts or any examination pursuant to the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Council has used its resources;

15.1.4 disclosure to a Party's professional advisers;

15.1.5 disclosure to the Council's members;

15.1.6 any disclosure required or permitted by the Freedom of Information Act 2000 or in compliance with the FOIA Scheme or by any other applicable legislation governing access to information; or

15.1.7 any disclosure made by a Party following the prior written consent of the Party owning the Confidential Information.

15.2 Where disclosure is permitted under clause 15.1 the disclosing Party will (if possible) make the recipient of the information subject to the same obligation of confidentiality as that contained in this Agreement.

16. CONTROL OF THE CONTRACT

16.1. Assignment

The Recipient may not, without the prior written consent of the Council, assign, transfer, sub contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant, provided that the Council acknowledges that the Recipient may pay the Grant or part of it to a Developer as part of procuring or carrying out the Works or to a Contractor carrying out the Works.

16.2. Waivers

16.2.1. The failure of either Party to insist upon strict performance of any provision of the Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy will not constitute a waiver of that right or remedy and will not cause a diminution of the obligations established by the Agreement.

16.2.2. No waiver will be effective unless it is expressly stated to be a waiver and is communicated to the other Party in writing.

16.2.3. A waiver of any right or remedy arising from a breach of this Agreement will not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

16.3. Severability

16.3.1. If any provision of the Agreement is held invalid, illegal or unenforceable for any reason, such provision will be severed and the remainder of the provisions will continue in full force and effect as if the Agreement had been executed with the invalid provision eliminated.

16.3.2. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the Council and the

Recipient will immediately commence good faith negotiations to remedy such invalidity.

17. **DISPUTE RESOLUTION**

- 17.1. Any dispute which may arise between the Parties concerning this Agreement (which does not relate to the Council's exercise of any of its rights under clause 18) will be determined in accordance with this clause 17.
- 17.2. For the purpose of this clause, a dispute will be deemed to have arisen when one Party serves on the other a notice in writing stating the nature of the dispute (a "**Dispute Notice**"). Such notice will be served upon the LEP Manager for the Council or upon the Dispute Resolution Contact for the Recipient.
- 17.3. The Parties will attempt in good faith to resolve the dispute within fourteen (14) Working Days of receipt by a Party of a Dispute Notice.
- 17.4. Should the complaint or dispute remain unresolved within 14 days of receipt by a Party of a Dispute Notice, either party may refer the matter to the Director of Corporate Services of the Council and the Chair, Chief Executive or equivalent senior officer of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and the Recipient.
- 17.5. If the dispute cannot be resolved by the Parties pursuant to clause 17.2 or 17.4, the Parties will refer it to mediation pursuant to the procedure set out in clause 17.6
- 17.6. The Parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure. The mediation proceedings and any documents prepared for such proceedings will be without prejudice to the legal position of either Party and the Parties will attend a mediation hearing within 3 months of the mediation procedure first being requested in writing. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. The mediation procedure will be non-binding and, unless agreed by both Parties, the mediator/facilitator will not be requested to give any views or report on the merits relating to the dispute. Each Party will attend the mediation in good faith and bear its own costs of the mediation with the costs of the mediator and any other joint costs being borne by the Parties equally. Unless otherwise agreed, the mediation

proceedings will be held in a location to be determined by the mediator and conducted in English.

17.7. The obligations of the Parties under the Agreement will not cease or be suspended or delayed by the referral of a dispute to mediation and the Recipient will comply fully with the requirements of the Agreement at all times.

17.8. In the event that the mediation procedure has not satisfactorily resolved the dispute within four (4) months of it first being requested, either Party will be entitled to commence legal proceedings in the relevant English court.

17.9. Nothing in this clause will prevent either Party from commencing legal proceedings for the purpose of injunctive or similar emergency relief at any time.

18. WITHHOLDING, SUSPENSION AND REPAYMENT OF GRANT

18.1. The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion and on written notice withhold or suspend payment of the Grant for such period as the Council determines and/or require repayment of all or part of the Grant by the Recipient and/or terminate the Agreement if:

18.1.1. the Works have not begun by the date specified in Schedule 1 (Project Specification);

18.1.2. the Recipient uses the Grant for purposes other than those for which it has been awarded;

18.1.3. the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;

18.1.4. the Recipient is, in the reasonable opinion of the Council, delivering the Project in a negligent manner;

18.1.5. the Recipient fails to maintain in place the Match Funding and/or fails to notify the Council of any changes to the Match Funding as required under clause 5;

18.1.6. the Recipient obtains duplicate funding contrary to clause 5.7;

- 18.1.7. the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Project or the Council into disrepute;
- 18.1.8. the Recipient fails to carry out the Project to the timescales specified in Schedule 1 (Project Specification) of this Agreement;
- 18.1.9. the Recipient fails to comply with the requirements of clause 10 (Reporting and Monitoring);
- 18.1.10. the Recipient fails to adhere to any of the provisions of the Local Growth Deal Branding Guidelines or fails to comply with any of the requirements of clause 11 of this Agreement (Publicity);
- 18.1.11. the Recipient provides the Project Monitoring Officer or the Council with any materially misleading or inaccurate information;
- 18.1.12. the Recipient commits or has committed a Prohibited Act;
- 18.1.13. the Recipient otherwise acts in breach of the Legislative Requirements listed in this Agreement or any other legislation;
- 18.1.14. any member of the governing body of or an employee or volunteer of the Recipient has acted dishonestly or negligently at any time to the detriment directly or indirectly of the Project or taken any actions which in the reasonable opinion of the Council bring or are likely to bring the Council's name or reputation into disrepute;
- 18.1.15. the Recipient no longer has the financial resource to carry out and complete the Project;
- 18.1.16. the Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 18.1.17. the Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or

- 18.1.18. a copy of the Certificate of Practical Completion has not been provided by the Recipient following a request for the same by the Council under the terms of this Agreement;
- 18.1.19. the Project does not meet the conditions of this Agreement;
- 18.1.20. the Project does not achieve the agreed targets and/or Outputs;
- 18.1.21. the Project closes or ceases other than in accordance with this Agreement or the Council's consent;
- 18.1.22. the Recipient's financial management or records are deemed inadequate;
- 18.1.23. the Recipient has repeated a breach of these conditions or committed a series of breaches which as a result of the repetition, or cumulatively, amount to a serious breach of these conditions;
- 18.1.24. the Recipient fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days (or such other period which the Council may in its discretion agree) of receiving written notice detailing the failure.
- 18.1.25. the funding is withdrawn by central government.

18.2. Each of the matters listed at clause 18.1 are for the purposes of this Agreement considered to be an Event of Default.

19. **PRE-CONDITIONS**

Prior to making a Claim, the Recipient will comply with any pre-conditions required by the Council as set out in Schedule 6 (Pre Conditions).

20. **NOTICES**

20.1. Any notice served by a Party under this Agreement will be in writing, signed by or on behalf of the serving Party and delivered personally, by pre-paid recorded delivery or registered post to the other Party at the address set out at the head of this Agreement or such other address as will be notified from time to time by one Party to the other in accordance with clause 20.3.

20.2. Any notice served under this Agreement will be deemed to have been received:

20.2.1. if delivered personally, at the time of delivery;

20.2.2. in the case of first class or recorded delivery post, on the second Working Day after the date of posting;

20.2.3. in the case of an email received during Office Hours, on the same Working Day and in the case of an email received outside Office Hours, on the next Working Day PROVIDED that in either case, notice will also be sent by pre-paid post to the addressee.

20.3. The Parties may by written notice to the other change their address for service to take effect no earlier than 7 days from deemed receipt of such notice in accordance with clause 20.

21. GOVERNING LAW AND JURISDICTION

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

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

IN WITNESS of which this document has been executed and on the date set out above delivered as a deed.

The COMMON SEAL of **STAFFORDSHIRE**

COUNTY COUNCIL was affixed to this deed, which was delivered when dated in the presence of;

Authorised signatory

.....

Signature

.....

Name

The COMMON SEAL of **STOKE ON TRENT CITY COUNCIL** was affixed to this deed, which was delivered when dated in the presence of;

Authorised signatory

.....

Signature

.....

Name

Authorised signatory

.....

Signature

.....

Name

This Agreement is signed by the Parties as follows:

Signed by.....

For and on behalf of **Staffordshire County Council as
Accountable Body for the LEP**

Name.....

Position.....

Signed by.....

For and on behalf of **Director of Corporate Services,
Staffordshire County Council**

Name.....

Position.....

SCHEDULE 1 –PROJECT SPECIFICATION

1. Details of the Project

[insert details]

2. Project Funding Package

[insert details]

3. Description of the Works

[insert details]

4. Works Programme Delivery Timetable

insert details]

5. Outputs

[insert details]

SCHEDULE 2 – WORKS TERMS AND CONDITIONS

1. Appointment of Contractor(s)

1.1. The Recipient will (and where applicable will procure that any Developer will):

- 1.1.1. ensure that all Contractors are reputable, of good financial standing and experienced;
- 1.1.2. if requested by the Council, provide names and addresses for the Contractor(s) prior to engagement;
- 1.1.3. not vary the identity of the Contractor(s) without the written consent of the Council, such consent not to be unreasonably withheld or delayed.
- 1.1.4. use reasonable endeavours to ensure that the appointment of Contractors reflects the aims of the LEP and the Council including, but not limited to, the use of local labour.

2. Works Contract

2.1. The Recipient will:

- 2.1.1. ensure that the Works Contract is in a suitable form for the Works and is in accordance with good industry practices;
- 2.1.2. if required by the Council, obtain the written approval of the Council to the Works Contract before it is entered into. Such approval will not be unreasonably withheld or delayed.
- 2.1.3. at the request of the Council provide certified copies of the Works Contract to the Council;
- 2.1.4. not make any material changes to the Works Contract without the prior written consent of the Council;
- 2.1.5. ensure that the obligations contained in clause 14 (Legislative Requirements) of this Agreement are incorporated in the Works Contract, supply chain agreement or sub-contract and that the employees, agents or representatives of its supply chain, Contractors and sub-contractors comply with the same;
- 2.1.6. enforce (and where applicable will procure that any Developer will enforce) the terms of the Works Contract at all times.

3. Works

3.1. The Recipient will (and where applicable will procure that any Developer will):

- 3.1.1. ensure that the Works commence by the Works Commencement Date;
- 3.1.2. ensure that the Works are carried out and completed in accordance with the terms of this Agreement

- 3.1.3. ensure that no work is carried out in relation to the Works without all necessary Consents having been obtained. At the request of the Council the Recipient will provide (and where applicable will procure that any Developer will provide) such evidence as is reasonably requested by the Council in this regard;
- 3.1.4. ensure that the Works are carried out in compliance with all relevant Consents;
- 3.1.5. ensure that no material alterations are made to the Works without the Council's prior written consent.

4. Claims

- 4.1. The Recipient will immediately notify the Council of any claim brought against it, any Developer or Contractor or any member of the Professional Team arising out of or relating to the Works including, but not limited to, any claim made against any supplier or Contractor of which the Recipient receives notification.

5. Insurance

- 5.1. The Recipient will ensure that any Contractor and/or sub-contractor (and where applicable any Developer, its Contractors and subcontractors) and each member of the Professional Team:
 - 5.1.1. maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred in relation to the Works including death or personal injury;
 - 5.1.2. maintain an insurance policy being an "all risks" insurance policy with sufficient limit of indemnity of any one occurrence or series of occurrences arising out of one event covering the usual risks covered by this type of policy in respect of the Works, their carrying out and all unfixed goods and materials in connection with the Works for, in every case, the full reinstatement or replacement costs thereof from time to time;
 - 5.1.3. if requested, will supply evidence of such insurance at no cost to the Council.
 - 5.1.4. makes an appropriate claim under such insurance if any of the Works or any materials or goods required to undertake the Works are destroyed or damaged;
 - 5.1.5. uses any proceeds received in respect of any relevant claim for the rebuilding, reinstatement or replacement of the Works; and
 - 5.1.6. does not do or permit anything to be done which may render any policy of insurance void or voidable.

6. Certificates

- 6.1. If requested by the Council, the Recipient will provide a copy of each Certificate of Practical Completion to the Council as soon as possible after issue.

7. Default of the Contractor

7.1. If any one of the following occurs:

- 7.1.1. an encumbrance takes possession or a receiver or administrative receiver or sequestrator is appointed of the whole or any part of the undertaking, assets, rights or revenues of the Contractor or Developer;
- 7.1.2. any order is made by any competent court for the appointment of an administrator in relation to the Contractor or Developer;
- 7.1.3. the Developer and/or any Contractor is, or is adjudicated to be, insolvent or stops or suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to any Contractor or Developer under any statutory requirement, regulation or procedure relating to the reconstruction or adjustment of debts;
- 7.1.4. an order is made by any competent court or any resolution is passed by the Contractor or Developer for its winding-up or dissolution or for the appointment of a liquidator of the Contractor or Developer except for the purpose of amalgamation or reconstruction of a solvent company; and / or
- 7.1.5. the Contractor or Developer ceases or threatens to cease to carry on the whole or a substantial part of its business

the Recipient will immediately notify the Council and provide a plan to remediate or mitigate the impact of the same upon the Works and/or the Council. If such plan is approved by the Council (approval not to be unreasonably withheld or delayed) the Recipient will implement the same.

SCHEDULE 3 – ESTIMATED GRANT DRAWDOWN SCHEDULE

SCHEDULE 4 - LOCAL GROWTH DEAL BRANDING GUIDELINES

Branding Guidelines for Funding Agreement – August 2019A condition of the funding awarded under the Local Growth Fund Growth Deals is that the Midlands Engine logo and the Stoke on Trent and Staffordshire Local Enterprise Partnership logo are used in all publicity materials. If branding rules are not complied with, BEIS could seek to claw back the funding. Examples of where the branding rules would apply are given below:

- Logo – The Midlands Engine logo and the Stoke on Trent and Staffordshire Local Enterprise Partnership logo will be used and applied correctly, prominently and consistently on the project website, publicity materials and documentation produced by the project.
- Print and Publications - All printed documents and publications produced by the project will acknowledge and reference the funding received and display the correct logos, ensuring the acknowledgements and logos are visible in a prominent position.
- Electronic Materials - All electronic materials produced by the project will acknowledge and reference the funding received and display the correct logos, ensuring the acknowledgements and logos are visible in a prominent position.
- Media and PR Activity – In order to derive maximum benefit for the project and public purse, the project will seek to use cost effective ways to promote the project such as through the local media and trade press. To facilitate this, the project team will develop press releases for the launch of the project, and subsequently to announce key milestones and achievements. Key milestones or other PR opportunities should be identified and reported to the LEP office via the regular monthly project monitoring reports. BEIS requires a draft Press Release at least 2 weeks prior to the milestone (so it would need to be sent to LEP with at least 16 days' notice in order for LEP to check and submit the press release to BEIS).
- Billboard - Billboards will be erected at the start of the works to acknowledge and reference the funding received by displaying the correct logos and ensuring it is visible in a prominent position (for example this includes hoardings/screens surrounding a build site) to maximise the opportunities for it/them to be seen by the public.
- Plaque – Permanent plaques will be placed in a location readily visible to the general public, no later than three months after completion of the project. The plaques should display the Midlands Engine logo and the Stoke on Trent and Staffordshire Local Enterprise Partnership logo. Appropriate wording should be included (depending on the project), for

example: 'This project has been part-funded by Midlands Engine and the Stoke-on-Trent and Staffordshire Local Enterprise Partnership'.

- Events, Conferences, Seminars and Workshops - All materials and documents produced for an event in advance, on the day and after the event including invitations, tickets, press releases, exhibition stands, and presentation slides will acknowledge and reference the funding received and display the appropriate logo(s). The project will also notify the local communications representatives within BEIS and DCLG about the event in order to give them a chance to attend and/or provide program exhibition stands.
- Project Beneficiaries - All participants who are taking part in activities associated with the project will be informed about the support from Midlands Engine and the Stoke on Trent and Staffordshire Local Enterprise Partnership at the start of their activity.

For further information regarding branding and to request the high resolution format of the current Midlands Engine and Stoke on Trent and Staffordshire Local Enterprise Partnership logos, please contact tom.hobbins@staffordshire.gov.uk or any member of the Stoke on Trent and Staffordshire LEP secretariat team.

Should the branding requirements or the logo change, the LEP will notify the project of any changes.

SCHEDULE 5 – CLAIM FORM

Local Growth Deal – Quarterly Claim Form			
This form is to be used to claim for the following LEP funding streams – Local Growth Fund; LTB & LSTP			
This form is for use when you are in a position to make a claim, i.e. when expenditure has been incurred.			
Project details:			
Project Name:		Project LGD Reference No:	
Claimant Organisation Name & Address:			
Claimant Contact No:			
E-mail Address:			
Claim Number:			
Claim Period:	From:	To:	
Expenditure Claimed this Period:			
Please provide evidence of all expenditure incurred (e.g. a ledger print showing each payment made) between the dates given above, i.e. the claim period. This should only be for expenditure which has been referred to in your original business case application, in the detailed breakdown of costs.			
Spend Category			Total Qualifying Expenditure (£)
[Select Category]			
[Select Category]			
[Select Category]			
a. Expenditure during claim period (£)	(total of above)		0
b. Total expenditure predicted within this quarter as specified in the Funding Agreement (£)			
c. Local Growth funding % contribution (as per the LGD contract)			%
d. Funding claimed for Period (£)	(a) multiplied by (c)		0
Expenditure Claimed To Date:			
1. Total Approved Local Growth Fund Allocated to the Scheme/Project (£)			
2. Total Previous Expenditure Claimed (£)			
3. Total Funding claimed for this Period (£)	(as per the total shown in d. above)		0
4. Balance of Funding Remaining (£)	(1) less ((2)+(3))		0
Declaration:			
I confirm that:			
<ul style="list-style-type: none"> - All expenditure listed complies with the grant terms and conditions. - None of the expenditure listed above has been claimed for previously. - Verified copy invoices are available on request. - Proof of payment from the Grant Recipient's accounts is included in this claim - None of the expenditure listed above has been reclaimed from another organisation 			
Authorised Signatures:			
I claim the funding, as calculated above, from the Stoke on Trent & Staffordshire LEP, and certify to the LEP that the funding requested relates only to expenditure referred to in the original application and that they are wholly attributable to the LEP approved business case.			
Signature		Position	
Full Name		Date	
Please Return to: Staffordshire County Council Finance Unit Floor 2 Staffordshire Place 1 Tipping Street Stafford ST16 2DH			

SCHEDULE 6 - PRE-CONDITIONS

[Not used].