



Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

Wednesday 4 December 2019, 9.30am

City of Wolverhampton Council
Civic Centre, Executive Board Room 1

DRAFT Minutes

VOTING MEMBERS PRESENT

Councillor Patrick Harley, Dudley MBC
Councillor Yvonne Davies, Sandwell MBC
Councillor Mike Bird, Walsall MBC (Chair)
Councillor Ian Brookfield, City of Wolverhampton

NON VOTING MEMBERS

Ninder Johal, Black Country LEP

IN ATTENDANCE

Kevin O'Keefe, Dudley MBC
David Stevens, Sandwell MBC
Dr Helen Paterson, Walsall MBC
Tim Johnson, City of Wolverhampton
Sarah Middleton, The Black Country Consortium Ltd
Simon Neilson, Walsall MBC

1. **Apologies**
None.

2. **Notes of Previous Meeting held on 25 September 2019**

19/0064 It was resolved that:

The notes of the meeting held on 25 September 2019 be confirmed as a true record.

3. **Matters Arising from the notes of the previous meeting**
None.

4. **Declarations of Interest**
None.

5. **Local Government (Access to Information) Act, 1985 (as amended):**
To agree that the public be excluded from the private session

19/0065 It was resolved that:

The public be excluded from the private session during consideration of Agenda Item 10.

6. **Black Country Local Growth Deal – DUDLEY TOWN CENTRE IMPROVEMENT PROGRAMME – Change Request – Amendment to Existing Grant Agreement**

Sarah Middleton referred to the report previously circulated that explains a variance in outputs upon completion of the project. Whilst Jobs Outputs were underachieved, Housing Units and Commercial Floor space Outputs has overachieved ensuring that the project is still deemed as success overall.

19/0066 It was resolved that the BCJC:

2.1 Approves the Accountable Body for the Growth Deal (Walsall Council) to **proceed to amending the Grant Agreement with Dudley Council** to deliver the Local Growth Fund (LGF) funded elements of the Dudley Town Centre Improvement Programme project to enable finalisation of output and project closure.

2.2 Notes that this change request relates to a variance in outputs.

7. **Black Country Local Growth Deal – IT DIGITAL SKILLS AND INNOVATION (SEPP34) – Grant Agreement Request**

Simon Neilson referred to the report previously circulated and advised that PTP are a private training provider based in Walsall town centre who in their application have demonstrated an excellent track record of providing high quality training to companies throughout the Midlands for over forty years. They have a strong track record of working with employers across a range of industries however there is a need for further investment in their IT and Digital skills offering. The programme will offer the flexibility and confidence to customers that training programmes can be customised to their needs and requirements. The investment will allow PTP to increase the amount of digital skills that they offer to the Black Country and recruit additional staff to deliver a high-quality range of bite size courses.

19/0067 It was resolved that the BCJC:

Approves the Accountable Body for the Growth Deal (Walsall Council) to **proceed to a Grant Agreement with Performance Through People Training Ltd. ('PTP') to the value of £68,162.50** to deliver the Local Growth Fund (LGF) funded elements of the IT Digital Skills and Innovation project – with delivery to commence in the 2019/20 financial year.

8. **Black Country Local Growth Deal – CHANGES TO THE LOCAL GROWTH DEAL PROGRAMME – APPROVAL OF THE 2018/19 YEAR END POSITION**

Sarah Middleton referred to the report previously circulated that details the current position of all Growth Deal Projects, reflecting all changes to the Programme (Funding and Outputs) which have been considered and approved by the LEP Board and Joint Committee throughout the year, and additional changes reported during 2019/20

19/0068 It was resolved that the BCJC:

Approves the current position of the Growth Deal Projects, reflecting all changes to the Programme (Funding and Outputs) throughout the year and, to maximise the 2018/19 Growth Deal allocation expenditure, requests approval for various changes detailed in **Appendix 1** of the report.

9. **Black Country Local Growth Deal – CHANCES GLASSWORKS SITE ASSEMBLY – Project Withdrawal Request**

Sarah Middleton referred to the report previously circulated. The site has complex ownership issues which have not been resolved and the Freehold of the whole site has not been secured by the Trust that was formed and incorporated with a view to regenerate the whole site. The project has therefore stalled.

Cllr Bird questioned the reasons for withdrawal. Sarah Middleton clarified that there is a lack of security available from the Trust that would be required for public sector grant funding. Even with Sandwell Council offering support the spend deadlines of the Local Growth Deal programme could not be met.

19/0069 It was resolved that the BCJC:

2.1 Approves the Accountable Body for the Growth Deal (Walsall Council) to proceed to terminating the Grant Agreement of £660,000 with Sandwell Council for the Chances Glassworks Site Assembly project and instructs the Accountable Body (Walsall Council) to inform Sandwell Council in writing of the decision.

2.2 Notes the withdrawal of the Chances Glassworks Site Assembly project from within the Growth Deal Programme



PRIVATE SESSION

(Not for publication by virtue of paragraph 3 of Schedule 12(A) of the Local Government Act 1972 (as amended))

10. **Notes of Previous Meeting held on 25 September 2019 – Private Session**

19/0070 It was resolved that:

The Private Minutes of the meeting held on 25 September 2019 be confirmed as a true record.



REPORT OF THE JOINT COMMITTEE ADVISORY BOARD

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

12 February 2020

Black Country Local Growth Deal

BILSTON URBAN VILLAGE EAST SITE INVESTIGATION - PROJECT CHANGE REQUEST

Amendment to Existing Grant Agreement

Key Decision: Yes
Forward Plan: Yes

1. PURPOSE OF REPORT

- 1.1 To request that the Black Country Executive Joint Committee (BCJC) approves the change request for the Bilston Urban Village East Site Investigation project, from within the Growth Deal Programme.
- 1.2 This project was endorsed by the LEP Funding Sub Group on the 6th November 2019, approved by the LEP Board on the 18th November 2019 (Ref Minutes: 186/19), endorsed by the Working Group on 23rd January 2020 and the Advisory Board via email on the 29th January 2020.

2. RECOMMENDATIONS

- 2.1 That the Joint Committee approves the Accountable Body for the Growth Deal (Walsall Council) to **proceed to amending the Grant Agreement with Wolverhampton City Council** from £69,059 to £58,225 and revise leverage from £44,000 to £37,097, to deliver the Local Growth Fund (LGF) funded elements of the Bilston Urban Village East Site Investigation project from within the Growth Deal Programme.
- 2.2 That the Joint Committee notes that there was a positive outcome of the Site Investigation which resulted in reduced costs and enabled the underspent to be returned to the LEP. The LEP funds were underspent by £10,834 and the applicant's leverage reduced by a further £6,903.

3. REPORT DETAIL

- 3.1 Wolverhampton City Council would like to bring forward this site (4.4ha) for employment and commercial uses, as part of the wider Bilston Urban Village mixed use development. This development has already, to date, delivered a new leisure centre, secondary school, restaurant, 78 new homes and 10ha of public open space. In order to bring this site forward for development, it has been prudent to complete site and ground investigative works prior to any development for a capital scheme.
- 3.2 The site investigation has now been completed and has been provided previously to the BC LEP Board members to review. This site investigation was approved in November 2017 for a grant amount of £69,059 with leverage of £44,000. Milestones have been completed and work can now commence on developing a capital scheme project bid for this site, which is expected to be submitted in 2020. The capital scheme is expected to deliver 10,000 sq. m of employment floorspace and circa 250 jobs.
- 3.3 As part of the project closure process, the final costs were reviewed and there was a positive outcome of the Site Investigation, which resulted in reduced costs and enabled the underspend to be returned to the LEP. The LEP funds were underspent by £10,834 and the applicant's leverage reduced by a further £6,903.
- 3.4 The final funding breakdown is detailed below:

Funding Breakdown	2018/19	2019/20	2020/21	TOTAL
Revised LEP Funding	£58,225	£0	£0	£58,225
Revised Applicants Funds	£37,097	£0	£0	£37,097
TOTAL	£95,322	£0	£	£95,322

4. FINANCIAL IMPLICATIONS

All the costs associated with this proposal form part of the LGF Programme and will be covered by allocations from Government associated with this programme. This includes use of any interest accrued by the Accountable Body to cover costs associated with the delivery of Accountable Body functions, as approved by its (Walsall Council) Cabinet on the 29th October 2014.

5. LEGAL IMPLICATIONS

The appropriate Grant Agreement is in place and will be varied by the Accountable Body (Walsall Council), and include all conditions passed onto the LEP by Government, together with all terms, conditions, performance measures and sanctions as required by the approvals/conditions received from Government or approved by the LEP Board or the Joint Committee.

6. RISK MANAGEMENT

Risk will be managed through the on-going monitoring of individual projects and their ability to deliver the required spending profiles and outcomes for the programme as required or agreed with Government and set into place by the LEP Board and the Joint Committee.

7. EQUALITY IMPLICATIONS

None at the time of drafting.

8. CONSULTATION

Finance colleagues at Wolverhampton City Council were consulted in the development of this report. Given the nature of the change request (i.e. a reduction in the level of funding required) it was determined that consultation with finance colleagues was sufficient.

Background papers

Copies of the following supporting documents can be provided on request:

- November 2019 Funding Sub Group Paper;
- Bilston Urban Village East Site Investigation Change Request.

Attachments

None.

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REPORT OF THE JOINT COMMITTEE ADVISORY BOARD

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

12 February 2020

**Black Country Local Growth Deal
CITY LEARNING QUARTER SITE INVESTIGATION - CHANGE REQUEST**

Amendment to Existing Grant Agreement

Key Decision: Yes
Forward Plan: Yes

1. PURPOSE OF REPORT

- 1.1 To request that the Black Country Executive Joint Committee (BCJC) approves the additional funding request of £88,025 for the City Learning Quarter Site Investigation project from within the Growth Deal Programme.
- 1.2 This project change request was endorsed by the LEP Funding Sub Group on the 6 November 2019, approved by the LEP Board on the 18 November 2019 (Ref Minutes: 195/19) and endorsed by the Working Group on 23 January 2020 and the Advisory Board via email on the 29 January 2020.

2. RECOMMENDATIONS

- 2.1 That the Joint Committee approves the Accountable Body for the Growth Deal (Walsall Council) to **proceed amending the Grant Agreement with Wolverhampton City Council for an additional £88,025** to deliver the Local Growth Fund (LGF), funded elements of the City Learning Quarter Site Investigation project with delivery in the 2019/20 financial year.
- 2.2 That the Joint Committee note that this additional funding request relates to the City of Wolverhampton Technical Centre (Bilston Campus) and is to be underwritten by Wolverhampton City Council. Any Site Investigation funding is considered revenue and is subject to standard clawback conditions, until such time as: an asset/main scheme is delivered on site, evidenced by either a built asset or by a fully funded approved Business Case in support of the main scheme.

3. REPORT DETAIL

3.1 As part of the ongoing support for the new Wolverhampton College proposal, two locations for the college have been identified – the City Learning Quarter (City Centre Campus) and the City of Wolverhampton Technical Centre (Bilston Campus). Site investigations have recently been concluded at the City Centre Campus to better understand the complexities before a full application for the main scheme was to be submitted (the original grant award of £120,000 was allocated to the city centre campus). Following on from this, it has been established that site investigations are indeed required at the Bilston Campus in order to continue design work for the new technical and engineering facility, which sits outside of the city centre, rebranded as CoWTechC.

3.2 The summary of the funding profile is detailed below:

Funding Breakdown	2018/19	2019/20	2020/21	Total
LEP Funding	£120,000	£88,025	£0	£208,025
Applicants own funds	£120,000	£37,725	£0	£157,725
TOTAL	£240,000	£125,750	£0	£365,750

**£33,450 of Applicants own funds has been incurred to date*

3.3 The City of Wolverhampton Technical Centre (CoWTechC) will create the opportunity to deliver a focused and ambitious skills offer with respect to Engineering and Motor Vehicle to the employers and learners of Wolverhampton and the Black Country. The Campus will deliver technical excellence in new workshops equipped with the latest machines, rigs and equipment. The facilities will include a ‘mixed reality’ suite so that engineering and manufacturing professionals and learners can work alongside colleagues from the construction sector to visualize the next generation of Computer Aided Design (CAD) and Building Information Modelling (BIM).

3.4 The surveys for CoWTechC will include:

- Ecology survey including bat survey;
- Arboriculture & Tree Protection Orders;
- EA flood Risk Assessment including Outline Draining Strategy;
- Drainage CCTV and Utilities Survey;
- Asbestos Survey (intrusive survey may be required for existing buildings);
- Archaeology;
- Noise and Vibration Survey;
- UXO Survey;
- Air Quality Assessment;
- Junction Assessment;
- BRE365 Soakaways (infiltration tests);
- Desk based Culvert Assessment;

- Culvert Assessment (may not be required, depends on outcome of desk-based Culvert survey);
- Air Quality (Point source emission) – generally required if there is a new specific single point of emission, i.e. the body work shop;
- Transport Assessment (provisional);
- Allowance for additional surveys in the event that the existing surveys require further development.

3.5 CoWTechC will unlock barriers that the regions employers face with their growing demand for multi-skilled workers by creating an innovative campus where construction and engineering work together. The investment will unlock opportunities in four of the ‘transformational sectors’ identified by the BC Local Enterprise Partnership (LEP) and West Midlands Combined Authority (WMCA) in their respective Strategic Economic Plans (SEP’s) – advanced manufacturing, building technologies, transport technologies, and environmental technology.

4. FINANCIAL IMPLICATIONS

In the event that the scheme does not complete and outputs are not achieved, but grant has been paid to the applicant, the Accountable Body reserves the right to claw back grant back from the applicant. This will be covered by provisions in the Grant Agreement relating to claw back, plus additional security will need to be provided by the applicant, in the form of a legal charge, performance bond or charge over bank account. The applicant will need to demonstrate and evidence by 31 March 2021 that it is highly probable that a Fixed Asset will be delivered on site. The minimum evidence requirement to avoid grant repayment would be a Full Business Case approved by the LEP Board with full financing package of the final scheme, including evidence of match funding.

5. LEGAL IMPLICATIONS

The appropriate Grant Agreement is in place and will be varied by the Accountable Body (Walsall Council), and include all conditions passed on by the LEP Board, Joint Committee, and agreed with the Accountable Body (Walsall Council).

6. RISK MANAGEMENT

Risk will be managed through the on-going monitoring of individual projects and their ability to deliver the required spending profiles and outcomes for the programme as required or agreed with West Midlands Combined Authority and put into place by the LEP Board and Black Country Joint Committee.

7. EQUALITY IMPLICATIONS

None at the time of drafting.

8. CONSULTATION

Legal and Finance officers at Wolverhampton City Council were consulted in the development of this report.

Background papers

Copies of the following supporting documents can be provided on request:

- November 2019 Funding Sub Group Paper;
- City Learning Quarter Site Investigation Additional Funding Request.

Attachments

None.

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REPORT OF THE JOINT COMMITTEE ADVISORY BOARD

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

12 February 2020

**Black Country Local Growth Deal
i9 WOLVERHAMPTON - PROJECT CHANGE REQUEST**

Amendment to Existing Grant Agreement

Key Decision: Yes

Forward Plan: Yes

1. PURPOSE OF REPORT

- 1.1 To request that the Black Country Executive Joint Committee (BCJC), approve the change request for the i9 Wolverhampton project, from within the Growth Deal Programme.
- 1.2 This project was endorsed by the LEP Funding Sub Group on the 16th December 2019, approved by the LEP Board on 20th January 2020 and endorsed by the Working Group on 23rd January 2020 and the Advisory Board via email on 29 January 2020.

2. RECOMMENDATIONS

- 2.1 That the Joint Committee approves the Accountable Body for the Growth Deal (Walsall Council) to **proceed to amending the Grant Agreement with Ion Projects Ltd**, to deliver the Local Growth Fund (LGF) funded elements of the i9 Wolverhampton project from within the Growth Deal Programme.
- 2.2 That the Joint Committee notes that this change request relates to a revised financial spend profile.

3. REPORT DETAIL

3.1 The proposed change is to amend the spend profile to reflect the slippage in the construction related elements of the project. The start of construction programme has been delayed slightly, due to protracted commercial negotiations with the contractor, to ensure the project remains financially viable and to accommodate delays in the programme for diverting a Severn Trent drain which runs across the site.

3.2 The project is confident that all eligible expenditure will be claimed before the Local Growth Deal deadline of March 2021. A project change request has been submitted to the Programme Management Office for consideration. The new funding profile is detailed below:

Funding Breakdown	2018/19	2019/20	2020/21	Total
Current Forecast	£0	£3,992,163	£5,504	£3,997,667
New Revised Forecast	£0	£936,214	£3,061,453	£3,997,667

3.3 Through the delivery of i9, the Wolverhampton area can offer occupiers a number of benefits when considering their occupational strategy. Employers will be able to access a viable, diverse and significant labour pool. This will only be enhanced through the completion of the transport interchange project which creates a wider and more accessible catchment area.

3.4 The project will therefore contribute to the achievement of the Black Country SEP Growth Objectives including:

- Increased number of local jobs;
- Increased total employment rate;
- Reduced number of people classed as workless;
- Increased amount of high-quality employment land.

3.5 Delivery of the floorspace output is now forecast for March 2021 and practical completion of the overall development will be achieved in May 2021.

4. FINANCIAL IMPLICATIONS

All the costs associated with this proposal form part of the LGF Programme and will be covered by allocations from government associated with this programme. This includes use of any interest accrued by the Accountable Body to cover costs associated with the delivery of Accountable Body functions, as approved by its (Walsall Council) Cabinet on the 29th October 2014.

5. LEGAL IMPLICATIONS

The appropriate Grant Agreement is in place and will be varied by the Accountable Body (Walsall Council), and include all conditions passed onto the LEP by Government, together with all terms, conditions, performance measures and sanctions as required by the approvals/conditions received from Government or approved by the LEP Board or the Joint Committee.

6. RISK MANAGEMENT

Risk will be managed through the on-going monitoring of individual projects and their ability to deliver the required spending profiles and outcomes for the programme as required or agreed with Government and set into place by the LEP Board and the Joint Committee.

7. EQUALITY IMPLICATIONS

None at the time of drafting.

8. CONSULTATION

8.1 Legal and Finance Officers at City of Wolverhampton Council were consulted as part of the development of this report.

Background papers

Copies of the following supporting documents can be provided on request:

- December 2019 Funding Sub Group Paper;
- I9 Wolverhampton Change Request;
- January 2020 LEB Board Paper.

Attachments

None.

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Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

REPORT OF THE JOINT COMMITTEE ADVISORY BOARD

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

12 February 2020

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE COLLABORATION AGREEMENT

Request to approve the changes to the Black Country Collaboration Agreement

Key Decision: Yes

Forward Plan: Yes

1. PURPOSE OF REPORT

- 1.1 To seek approval from the Joint Committee to execute changes to the existing Collaboration Agreement for the Black Country Executive Joint Committee City Deal, Growth Deal and Combined Authority, to widen the scope of the Black Country Executive Joint Committee, its roles and responsibilities, and to amend the Constitution and Terms of Reference.
- 1.2 To ask the Joint Committee to request that the Cabinets of the four Black Country Councils, and the Black Country Consortium Ltd consider and approve these changes, and once agreed that all approved changes are recorded by a deed of variation.
- 1.3 To delegate authority to the Walsall Council Chief Executive in consultation with the Leader of Walsall Council to negotiate the conditions for, and accept once agreed, all future funding allocated to the Black Country Local Enterprise Partnership, in the fulfilment of Walsall Council role as the Black Country Local Enterprise Partnership's Single Accountable Body.
- 1.4 This report was recommended for approval at the BC LEP Board on 20th January 2020, endorsed by the Working Group on 23rd January 2020 and the Advisory Board via email on 29 January 2020.

2. RECOMMENDATIONS

- 2.1 That the Joint Committee **approves the proposed amendments, as highlighted in yellow, to the Collaboration Agreement**, included as **Attachment 1** to this report, covering the widening of the scope of the Black Country Executive Joint Committee, its roles and responsibilities, and the Constitution and Terms of Reference.

2.2. This recommendation was approved at the following meetings:

- Dudley Council Cabinet on 6 January 2020
- Sandwell Council Cabinet on 22 January 2020
- Walsall Council Cabinet on 18 December 2019
- BC LEP Board on 20 January 2020
- City of Wolverhampton Council is due at Cabinet 19 February 2020
(changes to the Collaboration Agreement were approved on 17 December 2019, however widening of the scope of the Black Country Executive Joint Committee and its roles and responsibilities are due for recommendation to Cabinet on 19 February 2020).

3. REPORT DETAIL

- 3.1 The Collaboration Agreement was approved by the Joint Committee on the 7 May 2014 and set out the governance and operational arrangements for the City Deal and Growth Deal programmes, including: collaboration, governance, project approval, management and audit, and claw back arrangements. The Collaboration Agreement was subsequently entered into by the four Black Country Councils and the Black Country Consortium Ltd. ('BCC') (who collectively for the purposes of this report shall be referred to as the 'Parties').
- 3.2 With the formation of the Combined Authority in 2016 and to ensure that where appropriate, the Black Country collectively is able to respond quickly to Combined Authority funding opportunities and, if successful, accept the funding allocated / approved, at the Black Country Executive Joint Committee meeting on the 7 September 2016 the remit of the Collaboration Agreement for the Black Country Executive Joint Committee City Deal & Growth Deal was extended to include all funding administered or approved by the West Midlands Combined Authority to the Black Country. The deed of variation to the Collaboration Agreement was subsequently executed by all Parties and is now being implemented.
- 3.3 The Black Country Local Enterprise Partnership has appointed throughout its lifetime a number of Accountable Bodies to account for and administer funds on its behalf. The Ministry of Housing, Communities and Local Government (MHCLG) released its Strengthening Local Enterprise Partnerships (LEPs) report in July 2018, stating (p 21) that: 'LEPs will want to identify a Single Accountable Body (SAB) that is responsible for all LEP funding.'
- 3.4 At its meeting on the 22 October 2018 the Black Country Local Enterprise Partnership confirmed: 'acceptance of Walsall MBC as the Single Accountable Body for all funds secured by the LEP.' This role was subsequently considered by the Black Country Joint Committee on 23 January 2019 who granted 'approval to appoint Walsall Council as the Single Accountable Body responsible for all Black Country LEP funding' requiring an accountable body. This role was approved by Walsall Council's Cabinet on 24 April 2019.
- 3.5 Approval to widen the scope of the Joint Committee's role will assist Walsall Council in delivering its role as Single Accountable Body. This approach will allow the current governance arrangements administered by and through the Joint Committee to accept/receive funding directly allocated or approved by Government, and then for it to be administered through the appropriate appointed arrangements.

3.6 The following amendments are now recommended:

- 3.6.1 That the scope of the Collaboration Agreement is widened and the Black Country Executive Joint Committee will be the body responsible for approving all expenditure associated with the Black Country Growth Deal and City Deal Programmes, West Midlands Combined Authority and the funds directly allocated by Government and / or secured by the Black Country Local Enterprise Partnership and requiring an accountable body, by amending the Constitution and Functions (Terms of Reference) of the Black Country Executive Joint Committee, included as **Attachment 2** to this report.
- 3.6.2 That all references to the Black Country Executive Joint Committee City Deal, Growth Deal and Combined Authority throughout the Collaboration Agreement are amended to: **Black Country Executive Joint Committee.**
- 3.6.3 That all references to the City Deal, Growth Deal and Combined Authority Advisory Board throughout the Collaboration Agreement are amended to: **Joint Committee Advisory Board.**
- 3.6.4 That all references to the City Deal, Growth Deal and Combined Authority Working Group throughout the Collaboration Agreement are amended to: **Heads of Regeneration (Working Group).**
- 3.6.5 That the following descriptions are added to **section 1 (Definitions)** part of the Collaboration Agreement as follows:
- **Assurance Framework** means the National Assurance Framework as issued by central Government together with the Black Country Assurance Framework, which sets out how this is to be applied and adhered to by all Parties.
 - **Deal** means City Deal and / or Growth Deal, Land and Property Investment Fund (LPIF) and / or any subsequent amended or replacement for them as determined by central Government and/ or funding provided by the Combined Authority, generated through any Black Country Enterprise Zone/s and/or any funding secured by the Black Country Local Enterprise Partnership (BC LEP), requiring an accountable body.
 - **End Date** means the date specified in any grant or funding agreement by which the agreed activity must have been completed by, and when any claw-back provision may be exercised.
 - **Enterprise Zone** means those areas specified as such locally or externally and falling within the Black Country Local Enterprise Partnerships area.
 - **Single Accountable Body** means the Local Authority appointed by the Black Country Local Enterprise Partnership (BC LEP) and the Joint Committee to act in this role to manage on their behalf all funds forming part of the Deal with central Government, the West Midlands Combined Authority or any funding secured.

- **Third Party** means any organisation which is not a Party to this Agreement.

3.6.6 That the following clauses are added to the **section 3 (Appointment of Roles)** part of the Collaboration Agreement as follows:

- Following instructions received from central Government in 2019, the Black Country Local Enterprise Partnership (BC LEP) is required to appoint a Single Accountable Body, effective from 20 February 2020. The Joint Committee will be required to approve the appointment of one of the Authorities into the role of the Single Accountably Body.
- Working with or to the Single Accountable Body, it may be required to appoint a Lead Authority to deliver agreed projects and/or activities. This appointment will require approval by both the Black Country Local Enterprise Partnership (BC LEP) and the Joint Committee.

3.6.7 That the following clauses are added to the **section 4 (Project Approval)** part of the Collaboration Agreement as follows:

- All project proposals will follow / meet the requirements of the central Government National Assurance Framework, as articulated through the Black Country Local Enterprise Partnership's Assurance Framework. As the Government amends or places additional duties or responsibilities, these will be reflected in the Assurance Framework and must be adhered to by all Parties.
- Proposals will also be required to seek and secure Black Country Local Enterprise Partnership (BC LEP) approval in accordance with the Assurance Framework as part of the decision making process and governance arrangements, no projects are to be presented to the Joint Committee unless approved by the Black Country Local Enterprise Partnership (BC LEP).

3.6.8 That the following sections **7A (Rights of the Single Accountable Body)** and **7B (National Local Growth Assurance Framework, the Black Country Local Assurance Framework and the Section 151 Officer)** are added to the Collaboration Agreement, which is included as **Attachment 1** to this report.

3.7 Once the above changes are agreed by the Parties, then in accordance with clause 15.1 of the Collaboration Agreement, approved amendments will be recorded in a Deed of Variation.

3.8 It is intended that the governance of the Black Country Enterprise Zones will fall under the scope of the Black Country Local Enterprise Partnership Assurance Framework. Once approved by the Black Country Local Enterprise Partnership and supported by all of the Black Country Councils, the principles will be included in a Collaboration Agreement, to be executed by the Parties with the intention being that individual funding agreements on a site by site basis will not be required. Further reports on the Enterprise Zone governance and principles

will be presented to the future Joint Committee meetings and no funding will be accepted/awarded without the Joint Committee's approval.

4 FINANCIAL IMPLICATIONS

There are no financial cost implications associated with this report at the time of drafting. All costs associated with the delivery of the SAB functions by Walsall Council and the PMO at the Black Country Consortium, including amendments to the Black Country Collaboration Agreement and Assurance Framework, are covered from top-slicing of the grants managed, or from the interest generated from funding held, or a mixture of both as agreed by the Black Country Local Enterprise Partnership Board and the Black Country Executive Joint Committee. Further reports will be presented to the BC LEP and BCJC setting out ongoing revenue cost requirements for the SAB and PMO.

5. LEGAL IMPLICATIONS

- 5.1 By approving recommendations of this report, the remit of the Black Country Executive Joint Committee will be extended to include funding to the Black Country area directly allocated to the Black Country Local Enterprise Partnership by Government. In order to bring these changes into effect, the Parties, as original signatories to the Collaboration Agreement, will enter into the Deed of Variation.
- 5.2 Delegated Executive functions will at all times remain within the power of the original Delegating Cabinet/Executive to exercise.

6. RISK MANAGEMENT

- 6.1 The principal risk relates to Black Country collective abilities to apply for and then administer effectively the resources approved for the Black Country. This report recommends changes to the current Collaboration Agreement in relation to the Black Country Executive Joint Committee to include funding to the Black Country area directly allocated to the Black Country Local Enterprise Partnership by Government.
- 6.2 By utilising the existing and established governance and operational arrangements the risk processes associated with these will be utilised to manage / mitigate the risks associated with all newly approved grant funding and its subsequent administration. Tools to support this include the Black Country Local Enterprise Partnership's Assurance Framework and the Government's National Assurance Framework that clearly set out how the funds are to be administered and the roles of officers in doing so including the responsibilities of the Section 151 Officer and the Black Country Local Enterprise Partnership.
- 6.3 In terms of binding arrangements with the grantees who are not a party to the Collaboration Agreement, all grants are underwritten by the grantees, with examples of acceptable forms of security including a legal charge on property, a performance bond, a bonded bank account in the Single Accountable Body's favour and guarantees given by third parties, including underwriting by sponsoring Local Authorities.

7. EQUALITY IMPLICATIONS

None at the time of drafting.

8. CONSULTATION

- 8.1 Legal and financial services at the Accountable Body have been consulted as part of the development of this report although substantive advice about the proposed amendments and the drafting of such proposals has been obtained by Walsall Council from a law firm known as Freeths.
- 8.2 Finance and legal representatives at each partner organisation have been consulted via Collaborative Working Task Group and will continue to be engaged as this process develops.

Background papers

- The Ministry of Housing, Communities and Local Government (MHCLG) National Local Growth Assurance Framework (2019).
- Chartered Institute of Public Finance & Accountancy (CIPFA) Section 151 Officers in accountable bodies guidance document.

Attachments

- I. Black Country Executive Joint Committee Collaboration Agreement, *including all proposed amendments and highlighted changes.*
- II. Constitution and Functions (Terms of Reference) of the Black Country Executive Joint Committee, *including all proposed amendments and highlighted changes.*

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DATE: 7 MAY 2014



Walsall Council

- (1) WALSALL METROPOLITAN BOROUGH COUNCIL**
 - (2) DUDLEY METROPOLITAN BOROUGH COUNCIL**
 - (3) SANDWELL METROPOLITAN BOROUGH COUNCIL**
 - (4) WOLVERHAMPTON CITY COUNCIL**
- and-**
- (5) BLACK COUNTRY CONSORTIUM LIMITED**

COLLABORATION AGREEMENT

in relation to the Black Country Executive Joint Committee for the funds secured by the Black Country Local Enterprise Partnership

(Incorporating the variations approved by the Black Country Executive Joint Committee on 7 September 2016 and [] 2020)

**Walsall Council
Civic Centre
Darwall Street
Walsall, WS1 1T**

TABLE OF CONTENTS

1. Definitions	4
2. Collaboration.....	6
3. Appointment to Roles.....	8
4. Project Approval.....	8
5. Project Management.....	9
6. Project Audit and Claw-back.....	10
7. General Obligations	11
7A. Rights of the Accountable Body.....	11
8. Scrutiny of Joint Committee decisions	13
9. Documentation.....	13
11. Intellectual Property	14
12. Warranties	14
13. Force Majeure.....	14
14. Duration and termination.....	14
15. Variation.....	15
16. Publicity and Public Relations	15
17. Disputes.....	15
18. Priority of documents	16
19. Complaints.....	16
20. Local authority powers	16
21. Notices and service.....	16
22. Freedom of Information.....	17
23.GDPR ("GDPR") and the Data Protection Act 2018 (the "DPA").....	17
24.Equality Act 2010.....	17
25. General.....	17
SCHEDULE 1 Constitution and Terms of Reference of the Joint Committee Advisory Board	19
SCHEDULE 2 Constitution and Terms of Reference of the Heads of Regeneration Working Group	24
SCHEDULE 3 BC LEP Initial Proposal and Full Business Case Templates	29
SCHEDULE 4 Black Country Executive Joint Committee Constitution.....	49
SCHEDULE 5 Decision and oversight matrix	59

THIS AGREEMENT is made on the **X** day of **month 2020**

BETWEEN:

- (1) **WALSALL METROPOLITAN BOROUGH COUNCIL** of Civic Centre, Darwall Street, Walsall, WS1 1TP ("**Walsall**");
- (2) **THE BOROUGH COUNCIL OF DUDLEY** of The Council House, Priory Road, Dudley, West Midlands, DY1 1HF ("**Dudley**");
- (3) **THE BOROUGH COUNCIL OF SANDWELL** of Freeth Street, PO Box 2374, Oldbury, B69 3DE ("**Sandwell**");
- (4) **WOLVERHAMPTON CITY COUNCIL** of Civic Centre, St Peter's Square, Wolverhampton, WV1 1RG ("**Wolverhampton**"); and
- (5) **BLACK COUNTRY CONSORTIUM LIMITED** (Company Registration number 05159791) whose registered office is at The Deckhouse, Waterfront West, Dudley Road, Brierly Hill, DY5 1LW ("**BCC**") (each being a "**Party**" together being "**the Parties**").

WHEREAS:

- (A) The Parties have agreed to collaborate to administer the allocation by central Government of funding (together "**the Programme**"), secured by the **Black Country Local Enterprise Partnership**, across the Black Country area, which comprises the administrative boundaries of Walsall, Dudley, Sandwell and Wolverhampton.
- (B) The Executives of each Party have agreed to establish a Joint Executive Committee, the Constitution, and Terms of Reference of which are set out at Schedule 4 pursuant to Section 101(5) of the Local Government Act 1972 and regulations issued under Section 9EB of the Local Government Act 2000. The decision dates respectively being Walsall Cabinet 11 September 2013, Dudley Cabinet 30 October 2013, Sandwell Cabinet 13 November 2013, Wolverhampton Cabinet 4 December 2013.
- (C) The Parties are empowered under Section 1 of the Localism Act 2011 to "do anything that individuals generally may do" and BCC, as a company limited by guarantee, may carry out general public administration activities and will help to facilitate the Programme.
- (D) The purpose of this Collaboration Agreement is to set out a framework for joint working between the Parties to enable delivery of the Programme.
- (E) This Agreement has been amended following approval by the Black Country Joint Committee on 7 September 2016 and each of the four Black Country Council's Cabinets to incorporate all funding opportunities administered by or resulting from the West Midlands Combined Authority.
- (F) This Agreement has been further amended following approval by the **Black Country Joint Committee on XX XXX 2020** and each of the four Black Country Council's Cabinets to incorporate all current and future funding opportunities secured or operated by or through the **Black Country Local Enterprise Partnership (BC LEP)**.

1. Definitions

1.1. Interpretation

In this Agreement the following words and expressions have the following meanings:

Assurance Framework means the National Assurance Framework as issued by central Government together with the Black Country Assurance Framework, which sets out how this is to be applied and adhered to by all Parties.

Authority means one of the four Council signatories to this Agreement.

Business Case means the business case which sets out a Project proposal in the format as set out in Schedule 3 and which is ultimately approved by the Joint Committee to enable Project commencement.

Combined Authority means the West Midlands Combined Authority and/ or subsequent amended or replacement and its successors.

Deal means City Deal and / or Growth Deal, Land and Property Investment Fund (LPIF) and / or any subsequent amended or replacement for them as determined by central Government and/ or funding provided by the Combined Authority, generated through any Black Country Enterprise Zone/s and/or any funding secured by the Black Country Local Enterprise Partnership (BC LEP).

End Date means the date specified in any grant or funding agreement by which the agreed activity must have been completed by, and when any claw-back provision may be exercised.

Enterprise Zone means those areas specified as such locally or externally and falling within the Black Country Local Enterprise Partnerships area.

Force Majeure means any circumstances beyond the reasonable control of any Party (including, without limitation, any strike, lock-out or other form of industrial action).

Funding Agreement means any Deal funding agreement or funding secured by the Black Country Local Enterprise Partnership (BC LEP) and related documents to be entered into between the Single Accountable Body and central Government.

Governance Structure means the decision making structure for the Joint Committee as set out in the constitution of the Joint Committee, and Joint Committee Advisory Board, and this Collaboration Agreement.

Heads of Regeneration (Working Group) means the body which comprises of the Executive Directors of each of the Authorities, the constitution for which is set out in Schedule 2.

Intellectual Property Rights means all patents, trademarks, copyright, moral rights, rights to prevent passing off, rights in designs, know-how and all other intellectual or industrial property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

Joint Committee means the Joint Committee that has been established as a legally formed body of the Cabinets of Walsall, Dudley, Sandwell and Wolverhampton and is known as the "Black Country Executive Joint Committee" and which will carry out its decision making in accordance with the Governance Structure approved by each Party.

Joint Committee Advisory Board means the Black Countrywide **Joint Committee** Advisory Board which will oversee the delivery of the Programme in accordance with its Terms and Reference as set out in Schedule 1.

Joint Executive Committee Terms of Reference and Constitution means the Terms and Reference and Constitution as set out in Schedule 4 which has been approved by the Executive of each Council.

Lead Authority means the Local Authority allocated by the Joint Committee to be the Lead authority for delivery of a particular Project.

Material Change in Circumstances means a change that does or is likely to significantly affect or impact upon delivery of the Programme or any Projects under it which necessitates a change in any decision made by the Joint Committee or if such circumstances were known at the time of the Joint Committee decision it would have potentially influenced the Joint Committee to make a different decision than the one that was made originally.

Monitoring Procedures means the Programme monitoring procedures, Programme audits and any other reporting, monitoring or audit processes required by a central Government department in relation to the Programme.

Objectives and Outputs means the successful delivery and completion of all Projects and/or initiatives as agreed by the Joint Committee together with such other objectives and outputs as are adopted by the Parties from time to time in accordance with this Agreement.

Programme means the operational element of initiative and funding **secured by the Black Country Local Enterprise Partnership**, from central Government for the Black Country area, which comprises the administrative boundaries of Walsall, Dudley, Sandwell and Wolverhampton, including any individual Projects **and/or** funding streams comprising part of the Deal.

Programme Manager means an officer appointed by Walsall Council to fulfil the roles and duties of the Programme Manager as detailed in this Agreement.

Project means an individual Project or initiative within the overall Programme that is subject to an application to the Joint Committee for funding to be allocated to it pursuant to the Programme.

Single Accountable Body means the Local Authority appointed by the Black Country Local Enterprise Partnership (BC LEP) and the Joint Committee to act in this role to manage on their behalf all funds forming part of the Deal with central Government, the West Midlands Combined Authority or any funding secured.

Third Party means any organisation which is not a Party to this Agreement.

- 1.2. In this Agreement:
- 1.3. the clause headings do not affect its interpretation,
- 1.4. words in the singular shall include the plural and vice versa,
- 1.5. unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement, and references in a Schedule to a paragraph are to a paragraph of that Schedule,
- 1.6. references to any statute or statutory provision include references to:
- 1.7. all Acts of Parliament and all other legislation having legal effect in the United Kingdom,
- 1.8. any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute,
- 1.9. a person includes a natural person, corporate or unincorporated body or organisation and their successors and permitted assigns,
- 1.10. including means including, without limitation,
- 1.11. if any provision is held to be illegal, invalid or unenforceable that provision shall be struck out and the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2. Collaboration

- 2.1. The Parties agree to work in a spirit of mutual co-operation to fulfil their agreed roles and responsibilities to achieve the Objectives and Outputs, and to put in resources to the extent set out in this Agreement.
- 2.2. Each Party, which is an Authority, has agreed to form a Joint Committee, which will undertake the functions as set out in the Joint Committee Terms of Reference and Constitution as set out in Schedule 4.
- 2.3. Walsall, as secretary to the Joint Committee, will publish in accordance with its own constitution all agendas, reports, Forward Plan and minutes of the Joint Committee and will distribute all agendas, reports, and minutes of the Joint Committee to the Authority Parties within such timescales that will allow the Authority Parties to comply with their statutory Access to Information requirements. Walsall as secretary will maintain the Forward Plan of the Joint Committee and submit the plan to all Parties in a timely manner.
- 2.4. The Authority Parties have agreed the principles of how the Joint Committee will operate which is set out in the Governance Structure. Walsall will provide copies of all agendas, reports, and minutes to all Authority Parties as soon as they become available for publication in accordance with any legislative requirements.
- 2.5. Each Party shall:
 - 2.5.1. carry out the tasks and contribute sufficient resources and facilities to ensure that the Programme objectives are met and commitments under this Agreement are met;

- 2.5.2. co-operate with each other and do such acts, matters and things as may be necessary or desirable to implement the decisions of the Parties and in order to complete the Programme,
 - 2.5.3. keep the other Parties fully informed of the progress of and of any matters relevant to the Programme and make available to the other Party all relevant information, data, reports and opinions in relation to the Programme,
 - 2.5.4. immediately notify the other Parties in writing if there is an unexpected problem which are likely to cause a material delay to achievement of any of the objectives of the Programme, or any particular stage of the Programme, or any material increase in the costs of the Programme, or if any Party becomes aware of the action of any third party, which threatens to affect adversely the progress of the Programme, or the reasonable expectations of either Party hereunder.
- 2.6. The direction of the Programme shall be vested in the Joint Committee, which shall be advised by **Joint Committee** Advisory Board, which shall carry out its role in accordance with its Constitution and Terms of Reference.
 - 2.7. The planning, and overall management of the Programme, including initial appraisal of Project proposals shall be vested in the **Heads of Regeneration (Working Group)**. The Terms of Reference, composition, roles and responsibilities and modus operandi of the **Heads of Regeneration (Working Group)** are set out in Schedule 2. Without prejudice to the generality of the foregoing, the matters set out in Schedule 2 shall only be agreed by the **Heads of Regeneration (Working Group)**.
 - 2.8. The final decision making on Project Approval, including material changes to approved Projects, shall be vested in the Black Country Executive Joint Committee. Material changes are variations to a Project that change the nature, outcome or objectives of a Project, for the avoidance of doubt material variations includes, but is not limited to:
 - 2.8.1 Changes that mean that the Project objectives, as approved by the Joint committee, will no longer be achieved;
 - 2.8.2 An increase in the budget or expenditure of 5% or more on a Project;
 - 2.8.3 Any change in timescales that will adversely affect the Project and/or its objectives.
 - 2.9 Where a Material Change in Circumstances occurs after a Project has been approved by the Joint Committee, the Joint Committee must be advised of that Material Change in Circumstances as soon as practicable, after the Lead Authority for a Project becomes aware of the Material Change in Circumstances.
 - 2.10 The Black Country Executive Joint Committee role will now cover all current (LGF & LPIF) and all future (Shared Prosperity & Enterprise Zone) funding awarded to or secured by the Black Country Local Enterprise Partnership (BC LEP). This role also includes in conjunction with the BC LEP, final approval for all; operating processes and procedures, governance arrangements and the administration and allocation of funding.

3. Appointment to Roles

- 3.1 Following instructions received from central Government in 2019, the Black County Local Enterprise Partnership (BC LEP) is required to appoint a Single Accountable Body, effective from February 2020. The Joint Committee will be required to approve the appointment of one of the Authorities into the role of the Single Accountably Body.
- 3.2 Working with or to the Single Accountable Body, it may be required to appoint a Lead Authority to deliver agreed projects and/or activities. This appointment will require approval by both the Black County Local Enterprise Partnership (BC LEP) and the Joint Committee.
- 3.3 Where the Single Accountably Body and Lead Authority are one and the same, the respective duties of those roles, as defined in this Agreement, agreed by the Joint Committee, or otherwise set out in a Joint Committee approved Project Business Case, shall be concurrent.
- 3.4 The Joint Committee will, with the agreement of the Single Accountable Body, decide how the Single Accountable Body will recover the costs associated with the implementation of the Projects. Except as specifically agreed between the Parties, the cost of all officer time and resources necessary to perform the role of Single Accountable Body shall be met from the funding available and not from the budgets of the Parties to this Agreement.

4. Project Approval

- 4.1. Project proposals shall be worked up by the Parties to this Agreement, for the avoidance of doubt, any Project proposal put forward by the Parties can be a Project proposal initiated by a third Party. Where such a Project proposal is initiated by a third Party the Project proposer must detail the third Party who intuited the Project proposal.
- 4.2. The process for Project proposals shall be:
- 4.3. All project proposals will follow / meet the requirements of the central Government National Assurance Framework, as articulated through the Black Country Local Enterprise Partnership's Assurance Framework. As the Government amends or places additional duties or responsibilities, these will be reflected in the Assurance Framework and must be adhered to by all parties to this Agreement.
- 4.4. Initial presentation of a headline Project proposal to the Heads of Regeneration (Working Group) by the proposing Party for approval and the agreement for a Business Case to be prepared for the proposed Project.
- 4.5. If the Heads of Regeneration (Working Group) consider any proposal made to it warrants further consideration and referral to the Joint Committee Advisory Board, then the Working Party shall prepare the proposal in the Business Case Model format as set out in Schedule 3. At that stage of initial Project approval, the Heads of Regeneration (Working Group) will for each Project designate a proposed Lead Authority for the purpose of preparing and presenting the Project Business Case to the Heads of Regeneration (Working Group) for approval and submission to the Joint Committee Advisory Board. For the avoidance of doubt, the final decision on the Lead Authority status for any Project is at the point of Project approval by the Joint Committee.
- 4.6. Proposals will also be required to seek and secure Black Country Local Enterprise Partnership (BC LEP) approval in accordance with the Assurance Framework as part of the decision making process

and governance arrangements, no projects are to be presented to the Joint Committee unless approved by the Black Country Local Enterprise Partnership (BC LEP).

- 4.7 If agreement of the Joint Committee Advisory Board is given for the submission of Business Case to the Joint Committee, the designated Lead Authority and BCC shall jointly present the Business Case to the Joint Committee for approval supported by a report in the format as agreed by the Joint Committee.
- 4.8. The above stages can involve comment, clarification and requests for amendment and re-submission of a Project proposal or Business Case following consideration at any stage during the process of approval leading up to final Project approval by the Joint Committee.

5. Project Management

- 5.1. When appointed Single Accountable Body or Lead Authority, the relevant Authority will assign a member of staff to the role of Project Manager and provide sufficient support to officers to ensure delivery of the Programme and the Projects.
- 5.2. The Lead Authority shall be responsible for writing and submitting updates and progress reports jointly with BCC as set out in the Business Case and in any event as requested by the Heads of Regeneration (Working Group), Joint Committee Advisory Board and Joint Committee. For the avoidance of doubt, the Lead Authority for any Project will send its relevant Executive Director or his representative to all meetings at which the Projects for which they are Lead Authority are being considered.
- 5.3. The Parties will set up a Heads of Regeneration (Working Group) in accordance with Schedule 2 and the role of the Heads of Regeneration (Working Group) will be as set out in Schedule 2. Notwithstanding, anything contained within this Agreement and the Schedules, the Parties role at the Heads of Regeneration (Working Group) will be to have overall operational responsibility for the implementation of the Programme and all of its elements.
- 5.4. The Joint Committee Advisory Board, as set out in Schedule 1, will oversee the delivery of the Programme, regularly receiving reports prepared by the Lead Authority from the Heads of Regeneration (Working Group) as required by the Joint Committee Advisory Board on progress of any Project, in addition to the reporting timescales as set out in the Business Case for each Project and any reports the Heads of Regeneration (Working Group) chose. Nothing within this Agreement shall prevent the Single Accountable Body from reporting to the Joint Committee Advisory Board or Joint Committee as it considers necessary.
- 5.5. Unless agreed otherwise with central Government and subject to at all times compliance with EU procurement law requirements, all procurement of goods, works and/or services needed for or in the delivery of Projects shall be procured in accordance with the Lead Authorities constitution and in particular contract and/or procurement rules.
- 5.6. The Parties roles and responsibilities in relation to the Programme's, the Joint Committee, the Joint Committee Advisory Board and/or the Heads of Regeneration (Working Group) as set out in this Agreement shall be carried out by personnel of the Parties and no charge shall be made to the Programme in respect of costs except for where costs have been agreed to claimed by a Party either as part of an approved Business Case and/or by the Joint Committee at any time.

- 5.7. The **Single Accountable Body** Programme Manager will be responsible for arranging the **Heads of Regeneration (Working Group) and Joint Committee** Advisory Board meetings, their agenda, minuting decisions, and will be responsible maintaining the Project Register and providing such written updates to **Heads of Regeneration (Working Group), Joint Committee** Advisory Board and Joint Committee on the Project Register and generally the progress of specific Programme tasks and Projects as appropriate.
- 5.8. The Parties agree that they shall ensure officers attend Programme Manager meetings arranged and chaired by the **Single Accountable Body** Programme Manager comprising of lead regeneration officers, Project Managers and Project support officers and any other relevant officers the purpose of which is to develop the Programmes priorities, initial Project proposals, Project updates and generally as necessary to enable the Programme Manger to manage the Programme effectively.

6. Project Audit and Claw-back

- 6.1. Each Party shall be responsible for ensuring compliance with all financial requirements imposed under any grant terms imposed by central Government for any element of the Programme or Project for which they are the Lead Authority.
- 6.2. At all times each Party will be responsible for ensuring that adequate audit arrangements are in place for any element of the Programme or Project for which they are the Lead Authority including providing free and unfettered access to all information and documentation in relation to the Programme and/or Project for which they are the Lead Authority.
- 6.3. Each Party agrees to give the **Single** Accountable Body and Lead Authority unrestricted and unfettered access to all information and documentation in relation to any element of the Programme and/or Project for which they are the Lead Authority, including providing copies of any such information and/or documentation free of charge.
- 6.4. In the event of any irregularity of any expenditure declared by any, the auditor of a Party or the **Single** Accountable Body's auditor, that Party shall be liable in respect of such irregularity and shall be required to repay to the **Single** Accountable Body any amounts unduly paid.
- 6.5. Subject to Clause 6.4, and unless agreed otherwise by the Joint Committee, the Parties agree that in the event that any monies are clawed back from the **Single** Accountable Body by central Government as the **Single** Accountable Body pursuant to any Funding Agreement, then all of the Parties will:
 - 6.5.1 take all reasonable steps to mitigate the amount of monies clawed back from the **Single** Accountable Body; and
 - 6.5.2 where there is an administrative irregularity by the **Single** Accountable Body or Lead Authority declared by an auditor of a Party and accepted by the Joint Committee, the Parties shall meet the costs of the claw-back in the same proportion to the programme funding that has been expended within their administrative area.
 - 6.5.3 **where fault is proven or accepted, the Party / Parties concerned will be responsible for meeting all costs associated with the claw-back and / or costs incurred by the Single Accountable Body.**

7. General Obligations

- 7.1. The Parties agree that they will be bound by the terms of any funds secured by the Black Country Local Enterprise Partnership Funding Agreement(s) entered into by the Single Accountable Body or Lead Authority as if they had entered into the agreement in so far as the actions of a Party causes or Leads to a breach of the Funding Agreement by the Single Accountable Body or Lead Authority.
- 7.2. The Parties agree that they shall be required to comply directly with the terms of any Funding Agreement if they are a recipient of any funding derived from the Funding Agreement.
- 7.3. The Parties agree to assist, co-operate and comply with the Monitoring Procedures and will work together to resolve or rectify any errors or irregularities identified during the Monitoring Procedures or otherwise.
- 7.4. Each Party shall be liable for any cost implications or irregularities or errors attributable primarily to it and identified during any Monitoring Procedures.
- 7.5. Each Party indemnifies the others against all claims, liabilities, costs, expenses, damages or losses suffered by the others arising out of the negligence, default or breach by such Party of this Agreement or the Funding Agreement, and each Party shall be responsible for maintaining sufficient insurance where available in respect of such liabilities under this Agreement.
- 7.6. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against another pursuant to this Agreement.

7A. Rights of the Single Accountable Body

7A.1 Where the Single Accountable Body enters into a funding agreement with a Third Party, the Single Accountable Body will require formal security in the form of a legal charge, mortgage, performance bond or similar as it considers fit and prudent.

7A.2 Where a Lead Authority either

(a) enters into a Funding Agreement with the Single Accountable Body, or

(b) agrees in writing to indemnify a Third Party project due to their inability to meet security requirements as per 7A.1,

the Lead Authority agrees to indemnify the Single Accountable Body against all claims, liabilities, costs, expenses, damages or losses suffered by the Single Accountable Body arising out of the negligence, default or breach by either the Lead Authority or the Third Party in respect of the funding agreement.

7A.3 Such an indemnity shall, for the avoidance of doubt, apply where:

7A.3.1. the Lead Authority or the Third Party indemnified by the Lead Authority has failed to repay all or any of the grant funding upon demand within fourteen days of being requested by the Single Accountable Body to make such repayment, in circumstances including (but not limited to) a breach of the funding agreement;

7A.3.2 where there has otherwise been a claw-back (or demand for claw-back) made by central Government to the Single Accountable Body in respect of all or any part of the funding.

7A.4 Where any grant for capital expenditure is time limited, the Lead Authority will make any such payment (as set out in clauses 7.A.2 and 7A.3.) if they or the Third Party have failed to demonstrate and evidence by the End Date of such grant that it is highly probable that a Fixed Asset will be delivered and meets Accounting Standards for Capitalisation. The minimum evidence requirements to avoid repayment pursuant to this clause would be a full business case, approved by all the funders of the Project, including the evidence of any required match funding.

7A.5 The Lead Authority understands and agrees that the Single Accountable Body will be entitled to satisfy any such sums demanded from them or Third Parties under clause 7A by offsetting the amount of such sums against any payments due whatsoever from the Single Accountable Body to the Lead Authority.

7A.6 Where any grant is in excess of a monetary threshold (*to be advised by the Single Accountable Body*) clauses 7.A2 to 7.A5 will be set out in a Side letter to be signed by the Section 151 Officer and Chief Executive of the other Party to confirm that they understand the obligations of this Agreement. Such a Side letter will be appended as a Schedule to any funding agreement to which this Clause applies.

7B National Local Growth Assurance Framework, the Black Country Local Assurance Framework and the Section 151 Officer

7B.1 All parties to this agreement agree to adhere in full to all elements of the Government's National Local Growth Assurance Framework, as administered by the Ministry of Housing Communities and Local Government that apply to the Black Country Local Enterprise Partnership.

7B.2 The requirements of the National Local Growth Assurance Framework have been taken as the basis of and have been articulated within the Black Country Local Assurance Framework. All parties to this agreement will at all times comply with the requirements, processes and procedures as set out within the Black Country Local Assurance Framework, together with all / any amendments subsequently approved by the Black Country Local Enterprise Partnership.

7B.3 The Local Authority appointed as the Local Enterprise Partnership's Single Accountable Body will ensure that their Section 151 Officer understands, and delivers / ensures the delivery of the roles and principles as set out within the Chartered Institute of Public Finance & Accountancy (CIPFA), Principles for Section 151 Officer in accountable bodies working with local enterprise partnerships document, including any future revisions or adaptations.

7B.4 All parties to this agreement will ensure that they fully understand what's expected of them in relation to meeting these Section 151 Officer requirements, and will work collaboratively with the appointed Single Accountable Body to achieve them.

7B.5 The receipt of funding from the Black Country Local Enterprise Partnership requires full compliance with the National Local Growth Assurance Framework, the Black Country Local Assurance Framework and the requirements of the Single Accountable Bodies Section 151 Officer, failure to meet these requirements will place all funding, approved and planned at risk of being placed on hold or being withdrawn or reclaimed by the LEP.

8. Scrutiny of Joint Committee decisions

- 8.1. As and when required, by an Overview and Scrutiny Committee or Board or an Audit Committee of any Party, the member of the Joint Committee for the Authority, whose Overview and Scrutiny Committee or Board or Audit Committee has instigated an investigation, shall take the lead responsibility for accounting for the activities of the Joint Committee to the Overview and Scrutiny Committee or Board or Audit Committee, and shall attend such meetings of those committees of its Authority as necessary.
- 8.2. The Parties shall liaise and co-operate at all times with the Authority whose Overview and Scrutiny Committee or Audit Committee have made requests for information and/or reports and use all reasonable endeavours to assist that Authority in responding to such requests, but for the avoidance of doubt, no Party, its officers or members shall be required to attend the Overview and Scrutiny Committee or Board or an Audit Committee of any other Party.

9. Documentation

- 9.1. The **Heads of Regeneration (Working Group)** will produce the initial drafts of the standard documentation for the Programme for approval by the **Joint Committee** Advisory Board.

10. Confidentiality

- 10.1. Each Party shall use all reasonable endeavours to keep in strict confidence, and shall bind all its employees and agents to keep in strict confidence, all commercial and technical information in whatever form acquired by it (whether directly or indirectly) concerning another Party in consequence of this Agreement (hereinafter called Confidential Information). No Party shall save, as hereinafter provided, use or disclose any such Confidential Information other than for the purposes of the Programme or as expressly permitted by this Agreement. The foregoing restriction shall not apply to:
 - 10.2. Information which at the time of disclosure is generally available to the public,
 - 10.3. Information which the Parties obliged to release under the provisions of the Freedom of Information Act 2000,
 - 10.4. Information which after disclosure becomes generally available to the public through no fault of the receiving Party,
 - 10.5. Information which the receiving Party can show was in its possession prior to the disclosure and which was not acquired directly or indirectly from the other Party, and
 - 10.6. Information which the receiving Party can show was received by it after the time of disclosure from any Party without any obligation of confidentiality and which was not acquired directly or indirectly from the other Party,
- 10.7. The confidentiality obligations set out in this clause shall survive for a period of five (5) years after the termination of the Programme,
- 10.8. Each Party shall impose the same confidentiality obligations set out in this clause 9 upon its affiliates, consultants and other third parties who are in association with it and may have access to any Confidential Information during the term of this Agreement.

11. Intellectual Property

11.1. The Parties agree that all Intellectual Property Rights relating to the Programme shall, unless otherwise agreed in writing, belong to the Parties jointly, and that the Parties will use all reasonable endeavours to ensure that each receive appropriate rights to any Intellectual Property Rights created during and relating to the Programme.

12. Warranties

12.1. Each Party warrants to the other Parties that:

12.2. It has the necessary right and authority to enter into this Agreement,

12.3. The signatories hereto for and on behalf of that Party are authorised and fully empowered to execute this Agreement on that Party's behalf.

13. Force Majeure

13.1. If any Party is affected by Force Majeure it shall forthwith notify the other Parties of the nature and extent thereof.

13.2. No Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Parties, and the time for performance of that obligation shall be extended accordingly.

13.3. If the Force Majeure in question prevails for a continuous period in excess of three months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

14. Duration and termination

14.1. The provisions of this Agreement shall come into force on the Commencement Date and, subject to the provisions of clause 14.2, shall continue in force until the completion of the Programme.

14.2. A Party may only withdraw from this Agreement by three month's written notice to the others Parties and the Joint Committee if the Party has not received funding or the benefit of funding under the Programme within their administrative area and/or the Programme is terminated.

14.3. In the event of any one or more Party giving notice to terminate this Agreement then the Joint Committee shall meet within one month of the service of any such notice of termination for the purposes of preparing an implementation plan for the termination. The Parties shall each act reasonably in co-operating with each other to facilitate the termination and the Party giving notice of termination (or if there is more than one such Party then each of them in equal shares) shall bear all costs arising out of or in connection with such termination and shall indemnify the remaining Parties against all costs and expenses incurred or to be incurred by them arising out of or in connection with that termination

14.4. No relaxation, forbearance, delay or indulgence by any Party in enforcing any of the terms of this Agreement or the granting of time by any Party to any other shall prejudice, affect or restrict the rights

and powers of that Party in relation to the other, nor shall any waiver by any Party of a breach of this Agreement be considered as a waiver of any subsequent breach of the same or any other provision.

- 14.5. The rights to terminate or withdraw from this Agreement given by this clause 14 shall not prejudice any other right or remedy of any Party in respect of the breach concerned (if any) or any other breach.

15. Variation

- 15.1. The Joint Committee shall from time to time review the operation of this Agreement and implementation of the Programme. Such reviews to be undertaken every two years or at such other interval as appear to the Joint Committee to be appropriate and the Joint Committee shall make proposals to the Member Authorities for any changes which seem to the Joint Committee to be reasonable and appropriate in the circumstances which shall be dealt with by a Deed of Variation appended to this Agreement.

16. Publicity and Public Relations

- 16.1. The Parties shall co-operate and consult with each other in respect of any matter involving public relations in so far as reasonably practicable having regard to the nature and urgency of the issue involved. The Parties acting through the **Joint Committee** Advisory Board and the Joint Committee may agree protocols for the handling of public relations from time to time.

17. Disputes

- 17.1. If any dispute arises between the Parties arising out of the provisions of this Agreement, the Parties shall endeavour to resolve the dispute by agreement as quickly as possible, but if the dispute has not been resolved within ten (10) Working Days, then either Party may request the others to participate in a meeting of their Chief Executives. The Parties in dispute shall exchange statements at least three (3) clear Working Days prior to the date of the meeting, setting out their respective views of the disputed issues. If the Chief Executives do agree a strategy for the resolution of the dispute, the Parties shall then liaise in good faith to arrange and implement the strategy for resolution within ten (10) Working Days of the meeting.
- 17.2. If notwithstanding any steps taken by the Parties pursuant to clause 17.1, the dispute between them remains unresolved then at the request of any Party it shall be referred (in the absence of any express provision to the contrary) to an Independent Person appointed jointly by the Parties.
- 17.3. The Independent Person is to have at least 10 years relevant post qualification experience and his/her identity shall be agreed between the Parties.
- 17.4. If the Parties cannot agree on the Independent Person's identity, the Independent Person is to be appointed at the request of any of the Parties by the president or chairman for the time being of whichever of the following bodies is most appropriate having regard to the nature of the dispute:
- 17.5. The Royal Institution of Chartered Surveyors;
- 17.6. The Institute of Chartered Accountants in England and Wales; or
- 17.7. The Law Society of England and Wales.

17.8. The Independent Person is to act as arbitrator in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the Parties in the proportions determined by the Independent Person unless agreed otherwise the default position being as determined under the Arbitration Act 1996.

17.9. Where costs of the Independent Person remain unpaid by the Party liable to pay them pursuant to this clause, the other Parties or any of them may discharge those costs and recover the sum so paid from the defaulting Party as a debt on written demand.

18. Priority of documents

18.1. In the event of any inconsistencies between the terms of this Agreement and its Schedules the Parties are the following order of priority of documents:

18.1.1. This Agreement;

18.1.2. The Constitution and Terms of Reference of the Black Country Executive Joint Committee;

18.1.3. The Constitution and Terms of Reference of the Joint Committee Joint Committee Advisory Board;

18.1.4. The Constitution and Terms of Reference of the Heads of Regeneration (Working Group).

19. Complaints

19.1. In the event of a complaint about a Project being received, the Lead Authority for that Project will manage the complaint and shall report regularly as necessary upon the complaint and in any event at the conclusion of the complaint.

20. Local authority powers

20.1. Nothing in this Agreement shall prejudice or affect any of the statutory rights powers obligations and duties for the time being vested in the Parties.

21. Notices and service

21.1. Any notice or other information required or authorised by this Agreement to be given by any Party to the other Parties shall be given by:

21.2. delivering the same by hand,

21.3. sending the same by pre-paid registered post, or

21.4. sending the same by facsimile transmission,

21.5. to the other Party or Parties at the address given at the beginning of this Agreement or such other address as has been notified to the Parties in writing.

- 21.6. Any notice or information sent by post in the manner provided by clause 21.1, which is not returned to the sender as undelivered, shall be deemed to have been given on the second day after the envelope containing it was posted, and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 21.7. Any notice or information sent by facsimile transmission shall be deemed to have been duly given on the date of transmission, provided that a confirming copy is sent to the other Party or Parties at the appropriate address within.

22. Freedom of Information

- 22.1. The Parties acknowledges that they are subject to the requirements of the code of practice on access to Government information, the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations ("EIR") and shall assist and cooperate with each other to enable the Parties to comply with their information disclosure obligations.
- 22.2. The Parties shall provide all necessary assistance as reasonably requested by the other Parties to enable the other Parties to respond to any requests for information that falls under the FOIA or EIR and is related to the Project ("Request for Information") within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 22.3. The Party who received the initial Request for Information shall be responsible for responding to the initial request and determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any information is exempt from disclosure in accordance with the provisions of the code of practice on access to Government information, FOIA or the EIR.
- 22.4. The Parties shall ensure that all information produced in the course of this Agreement is retained for disclosure and shall permit the other Parties to inspect such records as requested from time to time.

23. GDPR ("GDPR") and the Data Protection Act 2018 (the "DPA")

- 23.1. With respect to the parties' rights and obligations under this Agreement, the Parties agree to each comply with the obligations imposed on them by GDPR and the Data Protection Act (DPA) as a Data Controller and to ensure that Personal Data (as defined in the GDPR) is processed only in accordance with their own policies on data protection, information security and retention of personal data to comply with their obligations under the GDPR and the DPA.

24. Equality Act 2010

- 24.1. The Parties agree to each comply with the obligations imposed on them by the Equality Act 2010.

25. General

- 25.1. This Agreement is personal to each of the Parties and no Party may assign, mortgage, charge or (except as otherwise provided in this Agreement) license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of all the other Parties.

- 25.2. Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent, between the Parties.
- 25.3. The Parties will act in good faith towards each other in relation to the Programme and in achieving the Objectives and Outputs of the Programme and in complying with this Agreement and the Funding Agreement.
- 25.4. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 25.5. This Agreement, the Funding Agreement and the documents referred to in it, constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.
- 25.6. All of the Parties acknowledge and agree that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate limit or exclude any liability for fraud.
- 25.7. All payments by any Party pursuant to this Agreement are exclusive of any applicable Value Added Tax (VAT), except where expressed to the contrary, and if any such VAT is payable, the Party in question shall be additionally liable for such tax, which shall accordingly be shown on the relevant VAT invoice.
- 25.8. No variation to this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by and on behalf of all of the Parties.
- 25.9. Every Party shall from time to time do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.
- 25.10. The Parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.
- 25.11. The Parties do not intend that any of this Agreement should be enforceable pursuant to the Contracts (rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.
- 25.12. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

SIGNED by or on behalf of the Parties on the date which first appears in this Agreement.

SCHEDULE 1 Constitution and Terms of Reference of the Joint Committee Advisory Board

The Black Country-wide Advisory Board will oversee the delivery of the programme making key recommendations to the Joint Committee.

CONSTITUTION

1. The Joint Committee Advisory Board shall comprise of:
 - ✓ The Cabinet member for regeneration for four Black Country local authorities (voting members);
 - ✓ Four business community representatives of the Black Country LEP (voting members);
 - ✓ The Executive Directors of the Black Country local authorities with responsibility for regeneration (non-voting member);
 - ✓ A Black Country Consortium Ltd representative (non-voting member);
 - ✓ Such government department representatives as the committee agrees to (non-voting member);
 - ✓ Such representatives of the community, business and or other bodies as the committee agrees to (non-voting member);
 - ✓ The Programme Manager (non-voting member).
2. The Joint Committee Advisory Board shall at its Annual Meeting (held in line with the start of municipal year) elect a Chair and Vice-Chair from among its voting members. In the event of both being absent from the meeting, the Chair and Vice-Chair for whatever reason, the Joint Committee Advisory Board shall elect a chair from amongst the voting members present for that meeting. Only a voting member is entitled to be elected as Chair or Vice-Chair of the Committee.
3. Four voting members of the Joint Committee Advisory Board shall constitute a quorum. Each Black Country local authority may appoint a substitute Cabinet member for the voting members appointed to attend meetings, in the absence for any reason of the voting member. The substitute voting member shall be treated in all respects if they were appointed under (i) above as the case may be.
4. All questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Committee.

5. The Joint Committee Advisory Board shall meet as agreed at AGM and set the forthcoming year's timetable of meetings.
6. A meeting of the Joint Committee Advisory Board may also be convened by the Chair within 21 days of the receipt of a requisition of any two voting members of the Joint Committee Advisory Board addressed to the Secretary of the Joint Committee Advisory Board. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting. However in cases of genuine urgency a meeting of the Joint Committee Advisory Board may be convened at any time by the Chair, upon 5 working days notice to all members of the committee.
7. If a quorum is not present at the meeting, or if urgent decisions are required for the Joint Committee, business requiring a vote of the membership will be conducted by email. The timeframe within which endorsement of the recommendations must be confirmed should not be less than 3 working days.
8. The Joint Committee Advisory Board shall from time to time appoint such sub- Advisory Boards to consider and deal with any of the functions of the Joint Committee Advisory Board as may be thought desirable. Membership of which is determined by the Joint Committee Advisory Board subject to any Advisory Board must have a Councillor and LEP representative from the Joint Committee Advisory Board as members of the sub- Advisory Board.
9. The Joint Committee Advisory Board Secretary shall be Walsall Council, and all meetings of the Joint Committee Advisory Board shall take place at Walsall Council or Wolverhampton City Council.
10. The role of the Secretary shall include:
 - i. the Secretary will be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Joint Committee Advisory Board and minutes of the Joint Committee Advisory Board;
 - ii. The Secretary shall be responsible for making arrangements for recommendations from the Joint Committee Advisory Board, including supporting reports, to the Joint Committee will be sent to Walsall Metropolitan Borough Council secretary of the Joint Committee to enable compliance with the necessary legislative requirements for access to information.

11. Members of the Joint Committee Advisory Board or sub- Advisory Board that are elected representatives appointed by a Black Country Council must comply with their own Councils code of conduct.

12. Non Councillor Members of the Joint Committee Advisory Board or sub- Advisory Board with conflicts of interest must comply with the following rules:

a) A conflict-of-interest arises where any decision potentially gives direct commercial or financial payment or benefits to:

- o You;
- o a close member of your family;
- o an organisation that you are either:
 - i. are employed by or hold office with, or
 - ii. in which you own more than 10% of the issued share capital.

b) a conflict-of-interest as set out in situations above does not arise in relation to any business regarding allocation of funding streams or Projects to be allocated to or benefit the area of any of the four Black Country Councils.

c) Upon a conflict-of-interest arising:

- i. in the case of a voting member that member must declare an interest and not vote, but may remain in the room to make representations;
- ii. in the case of non-voting members that member must declare an interest but may remain in the room to make representations.

13. Gifts and hospitality policy for elected members will be the same as that of their own local authority. For non-elected voting members, they should declare any gifts or hospitality that has a value over £25 which may be seen as related to their role on the Joint Committee Advisory Board and or any specific scheme, Project or funding stream.

14. Only the Joint Committee can make amendments or variations to this Constitution and Terms of reference.

Functions of the Joint Committee Advisory Board

1) To receive reports from the Heads of Regeneration Working Group, Black Country Councils, central Government, the businesses community, Lead and/or **Single Accountable body for all funds secured by the Black Country Local Enterprise**

Partnership (BC LEP) and such other persons or bodies as the Joint Committee Advisory Board deems appropriate.

- 2) To receive reports from any Sub Advisory Board of the Joint Committee Advisory Board.
- 3) To act as a strategic advisory body; reviewing and recommending objectives for strategic investment across the Black Country in relation to all funds secured by the BC LEP including;
 - a. Providing a coherent single position on the major strategic issues for the funds secured by the BC LEP;
 - b. Formulating proposals for allocation of spending;
 - c. Formulating proposals for major priorities;
 - d. Consider and agree recommendations made by Working Group;
 - e. Recommending Lead and/or Single Accountable Body status for a body or organisation;
 - f. Referring final recommendations from the Heads of Regeneration Working Group as to items a) to e) above to the Joint Committee for formal approval.
- 4) Receiving regular monitoring reports from the Heads of Regeneration Working Group on the funds secured by the BC LEP programs and/or funding streams and/or individual Projects upon the effectiveness and performance of delivery by the Lead and/or Single Accountable Body.
- 5) Reporting regularly or upon request of the Joint Committee, and in any event at least once a year to the annual general meeting of the Joint Committee, to the Joint Committee upon the effectiveness and performance by the Lead and/or Single Accountable Body in delivering the BC LEP initiatives, programmes and or funding streams for which they are responsible.
- 6) Influence and align government investment in order to boost economic growth.
- 7) To ensure alignment between decision making on all funds secured by the BC LEP and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration.
- 8) Co-ordinate and align decision making on other areas of policy such as land use, transportation, economic development and wider regeneration with the LEPs ensuring

that business views are taken on board and that LEP growth plans are reflected in strategic priorities.

- 9) Advising the Joint Committee in relation to all funds secured by the BC LEP, i.e. capital expenditure programmes and potential programs, and ensuring policy and programmes are delivered effectively through partners.
- 10) To report to the Joint Committee on such matter as it considers appropriate and relevant to the funds secured by the BC LEP and the Programmes.

SCHEDULE 2 Constitution and Terms of Reference of the Heads of Regeneration Working Group to the Joint Committee Advisory Board

The Black Country Heads of Regeneration (Working Group) will oversee the delivery of the programme making key recommendations to the Advisory Board of the Joint Committee.

CONSTITUTION

1. The Heads of Regeneration (Working Group) shall comprise of:

Decision making (voting) membership

- Relevant Executive Directors (or their nominated proxy)

Adviser/support membership (none decisions making members)

- Programme Manager
- Regeneration Managers
- Project Managers
- Project Support Officers
- Other officers as appropriate

2. The Heads of Regeneration (Working Group) shall at its Annual Meeting (held in line with the start of municipal year) elect a Chair from among its voting members. In the event of the chair being absent from the meeting, the Heads of Regeneration (Working Group) shall elect a chair from amongst the voting members present for that meeting. Only a full voting member is entitled to be elected as Chair of the group.
3. The voting members can nominate an alternate member (nominated proxy) to attend on their behalf, who will for that meeting be considered a voting member, but may not chair the group.
4. Two voting members shall constitute a quorum.
5. All questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Group.
6. The Heads of Regeneration (Working Group) shall meet as agreed at AGM and set the forthcoming year's timetable of meetings.

7. A meeting of the Heads of Regeneration (Working Group) may also be convened by the Chair within 14 days of the receipt of a requisition of voting member of the group. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting. However in cases of genuine urgency a meeting of the Heads of Regeneration (Working Group) may be convened at any time by the Chair, upon 5 working days' notice to all members of the committee.
8. Should urgent items occur that require immediate decisions, the chair may through the appropriate mediums (phone, email etc.) contact the voting members and agree a decision, which must be confirmed in writing by each voting members contacted as soon as possible and discussed at the next scheduled meeting date.
9. The Heads of Regeneration (Working Group) shall from time to time appoint such sub-Working Groups to consider and deal with any of the functions of the Group as may be thought desirable. Membership of which is determined by the Heads of Regeneration (Working Group).
10. The Heads of Regeneration (Working Group) Secretary shall be Walsall Council, and all meetings of the Group shall take place at Walsall Council, unless agreed otherwise by the chair.
11. The role of the Secretary shall include:
 - i. the Secretary will be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Group and minutes of the meetings.
 - ii. The Secretary shall be responsible for making arrangements for recommendations from the group, including supporting reports, to the Advisory Board.
12. Members of the Heads of Regeneration (Working Group) or sub- Groups that are representatives appointed by a Black Country Council must comply with their own Councils code of conduct.
13. Members of the Heads of Regeneration (Working Group) or sub- Groups with conflicts of interest must comply with the following rules:
 - a. A conflict-of-interest arises where any decision potentially gives direct commercial or financial payment or benefits to:
 - a. you,
 - b. a close member of your family, a
 - c. an organisation that you are either:

- i. are employed by or hold office with or
 - ii. in which you own more than 10% of the issued share capital
- b. a conflict-of-interest as set out in situations above does not arise in relation to any business regarding allocation of funding streams or Projects to be allocated to or benefit the area of any of the four Black Country Councils.
- c. Upon a conflict-of-interest arising:
 - i. in the case of a voting member that member must declare an interest and not vote, but may remain in the room to make representations;
 - ii. in the case of non-voting members that member must declare an interest but may remain in the room to make representations.

14. Gifts and hospitality policy for elected members attending the group meeting will be the same as that of their own local authority. For non-elected voting members, they should declare any gifts or hospitality that has a value over £25 which may be seen as related to their role on the Heads of Regeneration (Working Group) and or any specific scheme, Project or funding stream.

15. The Heads of Regeneration may invite external visitors to attend meetings; this can be for individual meeting to make for example a presentation or for a number of meetings against a theme of work commissioned etc. Visitors can take part in the debates associated with the agenda items for which they are invited, but not for the remainder of the meeting, unless invited to do so by the Chair. Visitors can not take part in any voting and must declare any conflicts of Interest on joining the meeting.

16. The following is an extract from the Joint Committee Collaboration Agreement, dated the 7th May 2014, setting these details out, which can only be changed by the Joint Committee.

Functions of the Heads of Regeneration Working Group:

1. Manage the Programme on an operational basis.
2. To manage promotion of the programme.
3. To agree the timeline for delivery of the implementation of the Programme, monitor progress and ensure that the key milestones are achieved.
4. To undertake the initial appraisal of Project proposals and agree them being worked up in a Business Case.

5. Approve Project Business Cases and provide recommendations to the Joint Committee Advisory Board.
6. To establish a Project Register setting out Project details including, Project Authority, Project Authority Project Lead officer, Project Objectives, funding amount, Key dates, specific tasks/targets that need to be delivered to ensure Project success, Project key risks and mitigation measures in place, any relevant cut of date for funding spend and latest Project position.
7. Executive Directors will ensure that the Project Register is kept fully up-to-date by officers, in their respective authorities, who are responsible for leading on the Projects for which their Authority is the Lead Authority.
8. To devise, oversee, manage and monitor the Programme and elements of it generally and specifically review and evaluate on a regular basis ongoing individual Projects progression and delivery against the Business Case for the Project, including any key miles stones, financial spend and compliance with any central Government grant terms.
9. Receive from Lead Authorities detailed updates on Projects in accordance with the timescales set out in the Business case or otherwise as necessary, and Provide written updates along with appropriate recommendations to the Joint Committee Advisory Board on the progress of the specific Projects.
10. To identify and manage risk for the Programme and individual Projects.
11. To ensure appropriate financial management is in place and complies with any government grant terms, EU and UK law, and accounting good practice.
12. Make recommendations to the Joint Committee Advisory Board on the progress of the specific Projects.

Membership:

Decision making membership

- Relevant Executive Directors (or their nominated proxy)

Adviser/support membership (none decisions making members)

- Programme Manager
- Regeneration Managers
- Project Managers
- Project Support Officers

- Other officers as appropriate

SCHEDULE 3 BC LEP Initial Proposal and Full Business Case Templates

Delivering the Black Country Strategic Economic Plan



Initial Proposal - For all Projects requesting Black Country LEP funding pages)

(Max 4

Project Name:					
1. Applicant Details:					
Project Sponsor:	(name and title)				
Lead organisation:					
Registration No:					
Lead contact:		Position:			
Phone number:		Email address:			
Postal address:					
Local Authority area (please highlight)	Dudley	Sandwell	Walsall	Wolverhampton	
Have you, or any associated organisations, previously delivered projects using or having been awarded public sector funding?					
If yes, please provide details					
2. What opportunity or barrier will this investment unlock?					
<i>Explain the strategic ambition and how this bid will support delivery of that ambition. What are the key drivers for investment?</i>					
3. Please indicate which of the SEP Growth Objective/s the project will contribute to:					
1. 4,000 New Jobs		3. 3,200 Business Assists			
2. +1,000 New Homes		4. 7,000 Learner Assists			
4. Please indicate which SEP theme(s) and strategic programme(s) the project will contribute to:					
Place Theme:	People Theme:	Competitiveness Theme:			

PL1. Sites & Premises	P1. Skills for the supply chain	B1. Supply chain development including Innovation & Enterprise
PL2. Infrastructure	P2. Skills Capital	B2. Global Opportunities
PL3. Housing	P3. Schools	B3. Access to Finance
PL4. Local Distinctive Economies	P4. Upskilling	
PL5. Environment		

5. How will this project unlock the specified SEP Growth Objectives?

Demonstrate how the proposal is aligned to the at least one of the 12 strategic programmes and will contribute towards achieving these growth objectives, whether directly or by acting as an enabler for economic growth.

6. Expected TOTAL Project Cost & Source of Funding

	% of Total Cost	2017/18 £m	2018 /19 £m	2019/20 £m	2020/21 £m	2021+ £m
Total Project Cost						
Applicants own funds	%					
Other Public funds (Specify)	%					
Private sector funds	%					
Funding requested from BC LEP - LOAN	%					
Funding requested from BC LEP - GRANT	%					
Total Project Value (if site / property)						

If Grant funding is sought, explain why grant is required as opposed to loan. (Less than 100 words)

7. What will LEP funding be spent on

Projects costs	% of Total Cost	2017/18 £m	2018 /19 £m	2019/20 £m	2020/21 £m	2021+ £m

8. What are the expected tangible Outputs/Outcomes to be realised?

(Please profile Skills Outputs as per the financial year, NOT the academic year)

Outputs/Outcomes	Metric	2017/18	2018 /19	2019/20	2020/21	2021+
Businesses Assisted	no.					
Businesses Created	no.					
Skills – Learners assisted (exc. Apprenticeships)	no.					
Skills – Apprenticeships Starts	No.					
Skills – Apprenticeships Completed	no.					
Employment – Jobs Created (FTE)	no.					
Employment – Jobs Safeguarded (FTE)	no.					
Place – Houses Started	Units					
Place – Houses Completed	Units					
Place – Land Remediated	Hectares					
Place – New Employment floor space – [specify use class here]	Sq mtr					
Length of newly built roads	Km					
Length of resurfaced roads	Km					
Length of new cycle ways	Km					
Other (please specify)						

For the outputs included above, please state whether they are direct outputs or indirect. If indirect, explain how the project is enabling the delivery of these outputs.

For Employment Floorspace, please specify by Use Class E.g. A1, A2, B1, B2, C1 etc.

9. For Place (property & infrastructure projects only) - Site Details	
Location (include full address and postcode)	
Overall Site Area (Ha)	
Ownership / Occupation	
Existing / Former Use	
Existing Condition	
Planning Status of Project	
Any Other Comments	

10. For Learners Assists/Apprenticeships please specify the course offering and the level of learning supported. (Apprenticeships, specify the framework duration (years))	
Course Details	Level of Learning Supported
11. What are the main issue (s) likely to derail the project?	
Issues	Means of Resolution
12. What are the main risks the Project will need to manage	
Risks	Means of Managing
13. Please indicate how your project complies with State aid Regulations without contravening the State Aid Legislation	
<p><i>All applicants need to take steps to satisfy themselves that any BCLGF funding approved does not amount to unlawful State Aid. Further confirmation to this effect will be requested at the Full Business Case stage. A declaration of compliance with EU State Aid regulations will be required prior to any BCLGF funding being provided. If your project is awarded funds from the BCLGF it will be subject to a condition requiring the repayment of any BCLGF funding in the event that the European Commission determines that the funding constitutes unlawful State Aid.</i></p>	

14. Any other Significant Constraints to delivering the Project not mentioned above.

15. Submission Checklist

Please ensure that the following documentation is submitted with this application:

- Site Plan
- Title Certificate
- Key Milestones
- Planning Consent (where available)
- Scheme Plans (where available)
- Summary Development Appraisal (where available)

For Site Investigation bids ONLY, please provide:

- 3 quotations in support of cost of works for which funding is sought
- Stage 2 Due Diligence Checklist (Black Country Growth Deal - Accountable Body)
- State Aid De Minimis Declaration (applicable for grants <£150k)

16. Proposer Declaration

I confirm that I am authorised by my organisation to make applications for funding and to make legally binding commitments on its behalf and that the information contained in this proposal is correct to the best of my knowledge.

I confirm that I/we have read the generic Growth Deal conditions of Grant (Grant Agreement) and that I/we understand that if our/my application is successful I/we will need to provide security

to the Council in the form of:

- A Charge over Land or Property
- A Charge over Bank Account
- A Performance Bond

I/we also confirm that I/we understand the conditions of grant for Site Investigations/Development Studies, including the obligation to repay the Grant if we do not choose to deliver a scheme on the Site following the development/investigation phase.

I confirm I/we have read and understand the Due Diligence Checklist and that I/we agree to the following:

- Submission of all required organisational and financial information at the first and second stages of Due Diligence;
- Completion and submission of a fully completed Due Diligence Checklist and supporting information at the same time as submission of a Full Business Case (FBC). I understand that I/we are completing this work at risk with no guarantee of funding.

I confirm that I/we have read and understood the Accountable Body's Monitoring, Compliance and Audit Framework and understand our obligation to provide the record-keeping and monitoring information required by the Accountable Body

I confirm that I/we understand my/our obligations to procure services and goods in line with EU Procurement Rules.

I confirm that I/we have checked/been advised and are able to accept this grant without being in contravention of state aid rules.

I/we consent to Black Country Consortium, Local Enterprise Partnership and Black Country Councils processing of any personal data associated with this proposal for the purpose of processing the proposal and managing the proposal process.

Signed	
Name	
Position	

Introduction to the Project

Section A: Introduction to the Project	
Project Location:	(Including address and postcode)
Lead Delivery Organisation:	(Name and dept.)
Project Description: (50 words max)	
<i>(Short statement about what the project is targeting to achieve)</i>	
Project Need & Additionality:	
<i>(State the overall impact on GVA (Growth Value Add). GVA is the difference between output and intermediate consumption for any given sector/industry. That is the difference between the value of goods and services produced and the cost of raw materials and other inputs which are used up in production.</i>	
<i>GVA therefore measures the contribution to the economy of each individual producer, industry or sector in the United Kingdom and is used in the estimation of GDP at regional and Sub-regional level)</i>	

Background to the Project

Section B: Background to Project Bid	
Section B1: Status & Progress to-date	
17. Present status of the Project. (approx. 100 words)	
18. Progress achieved prior to Bid. (approx. 300 words)	
Section B2: Content of the Business Case	
Section C	Strategic case and fit to Strategic Economic Plan Themes
Section D	Economic case – Options Appraisal
Section E	Commercial case – External Procurement (if appropriate)
Section F	Financial Case – Financial Analysis of the recommended Option
Section G	Programme Management Case – Achievability of Project Components
Section H	Recommendation

Section I	<p>Appendices</p> <ul style="list-style-type: none"> ➤ Profile for each Output / Outcome ➤ Detailed breakdown of Project Costs by month ➤ Risk & Issue Register ➤ Project Plan / Development Programme ➤ Stakeholder Map ➤ Evidence of planning permission ➤ Stage 1 Due Diligence Checklist (applicable to land/property bids) ➤ Stage 2 Due Diligence Checklist (Black Country Growth Deal - Accountable Body) ➤ State Aid De Minimis Declaration (applicable <£150k)
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Strategic Case

Section C: Strategic Case for Change and fit to BC LEP Strategic Economic Plan Themes

19. Context/Project Background

(This section should describe the setting, background and context of the Business Case. Describe the compelling case for change. Detail the problem or opportunity the project is intended to address, in terms of market failure or demand, and the contribution the project will make to the delivery of the Black Country Strategic Economic Plan (SEP) and other relevant plans and strategies. Ensure to demonstrate how the project will contribute to the Growth Objectives and Strategic Programmes identified in the SEP. A copy of the SEP can be found at www.blackcountrylep.co.uk/about-us/black-country-plans-for-growth/strategic-economic-plan) (Word limit 750)

20. Objectives and Outcomes

(Detail the specific objectives to achieve the anticipated outcomes. The objectives and outcomes should be stated in clear and measurable terms with a specified time frame)

21. How does the project fit with national, sub-regional and local investment plans and strategies?

(Demonstrate how the proposal is aligned to any relevant Government, sectoral or regional goals and priorities and reflects the organisational strategy)

22. Detail the elements that are within scope of the project, this defines the range and boundaries of the project.

(A critical first step is establishing the parameters of the project. Be aware that these parameters may change over the course of developing the Full Business Case. Please identify the areas both in and out of scope i.e. what will be delivered by the project and won't be delivered by the project)

23. What stakeholder consultation has been undertaken/support received? What stakeholder consultation remains to be undertaken? (approx. 100 words)

(The objective of Stakeholder Management is to maximise/optimize the objectives of the Project/Programme through the considered identification, analysis and engagement of all those that are engaged in it, or impacted by it. Stakeholders come in many 'shapes and sizes' and, as such, contingent effort/management is the key to success in this regard. It is important initially to understand each Stakeholder's level of support for the Project/Programme, the influence they wield over it and the degree to which they are impacted by the scope of work.

This analysis then provides the basis for targeted Stakeholder Management activity. Identify which stakeholders have been consulted on the objectives and outcomes of the project/programme. Describe any obstacles that have been highlighted and how they are going to be managed to ensure success, including the consultation that remains to be undertaken.

Stakeholder consultation involves the development of constructive, productive relationships over the period of the project/programme. It results in a relationship of mutual benefit; enabling identification of trends and emerging challenges which are currently or will in the future impact the project/programme. Listening to stakeholder concerns and feedback is a valuable source of information that can be used to improve project design and outcomes, and help an organisation to identify and control external risks. It can also form the basis for future collaboration and partnerships)

24. List the Key stakeholders and their Interest areas? (approx. 50 words)

(Include a Stakeholder Map if you have one)

Stage 1 - Identification of stakeholders

A typical approach which could be used to gather the complete list of Stakeholders impacted by a Project/Programme is to Brainstorm; a guided brainstorm session that identifies a long list of Stakeholders who are both internal and external to the Project/Programme.

Stage 2 - Analysis and Prioritisation

The next step is to analyse and prioritise each Stakeholder based on their levels of Influence and Interest. The Stakeholder Influence and Interest matrix, shown below, can be used to present a Stakeholders position, both current and desired. This process is fairly subjective since the Project/Programme may not fully understand Stakeholders or their agendas. Therefore, the more Stakeholder engagement throughout this process, the more robust the output will be.



Stage 3 - Stakeholder Engagement

The following table provides an indication of the engagement required for the each type of Stakeholder based on their level of interest to the project and their influence on the success or otherwise of the Project

No.	Type:	General engagement required:	Power/Influence	Interest/Support
1	Detractor - Keep Satisfied	The greatest risk to project delivery. Spend the greatest attention, time and resource with them. Listen to concerns and issues, identify their agenda, key influencers and engage them on project purpose and objectives, look for win-win solutions and compromises. Ask Champions or Advocates to support this influencing.	Medium - High	Low - Medium
2	Monitor	Monitor these people and only keep informed about progress and successes via general communication. Do not spend too much time or resource on these Stakeholders.	Low - Medium	Low - Medium
3	Advocate	Keep informed and aware of progress and success. Solicit their help in influencing others.	Low - Medium	Medium - High
4	Champion	Engage and consult regularly. Keep informed and aware of progress and success. Solicit their help in influencing others, especially with blockers and the highest risk detractors	Medium - High	Medium - High

25. What are the Strategic Issues preventing successful delivery of the project? List. (approx. 100 words)

(These are the fundamental issues, raised as highest priority on the project Issue register would prevent the project from delivering its objectives and intended outputs/outcomes)

26. What are the Strategic Risks that could prevent successful delivery of the project? List. (approx. 100 words)

(These are the fundamental risks, raised as high impact on the project Risk register that if they were to materialise could prevent the project from delivering its objectives and achieving intended outputs/outcomes)

27. Summarise the overall assumptions that have been made when planning this project. State the impact to the project if these turn out to be wrong.

(Assumptions are circumstances and events that need to occur for the project to be successful, but are outside the total control of the project team. Assumptions are accepted as true and are often without proof or demonstration)

28. Summarise any project dependencies that the project has or if there are other projects/initiatives that are dependent on this delivery. State the impact to the project if these are not met.

(Dependencies are the relationships among tasks which determine the order in which activities need to be performed. There are four (4) types of dependency relationships:

- *Finish to Start - Land must be purchased before road building can start*
- *Start to Start - Road excavating must start before Asphalt can be laid*
- *Finish to Finish - Laying Asphalt must be complete before line painting can be completed*
- *Start to Finish - Road excavating must start before line painting can be completed)*

29. Define any constraints that may impact the success of the project, e.g. resource, legal, 3rd party agreement constraints.

(Constraints are things that might restrict, limit, or regulate the project. Generally constraints are outside the total control of the project team)

Economic Case

Section D: Economic Case - Options Appraisal

Section D1: Short List of Options considered

30. Please describe the options that have been considered in selecting the project proposal. This should include a minimum of 3 options : -

- A **reference case option** (the position in terms of outputs that would occur if the project did not proceed);
- The **proposed option** (as set out in Section A); and
- An **alternative option** (which may be based on changes to the scale, scope and cost of the proposed option).

Box 1:

Option Name:	Description:	Total Cost:	Amount requested:	Outputs
Reference Case				

Proposed Option				
Alternative Options:				

Box 2:

Please explain why the proposed option has been selected.

Option Name:	Advantages:	Disadvantages:	Fit with Project Objectives:
Reference Case			
Proposed Option			
Alternative Options:			

31. Specify the Preferred Option, with supporting justification for selection. (approx. 200 words)

(There must be a clear statement of the decisive factors and why they are considered sufficient to influence the decision)

32. Outline Opportunities for Innovation and increased Collaboration. (approx. 200 words)

(For example, the LEP would be particularly interested to see industry collaborating with educational institutions to create new investment, business and products)

33. Service Delivery options considered, with Pro's & Con's. e.g. using a 3rd party for delivery (approx. 200 words)

(Specify key Issues, and state resolution plan for each Issue)

34. Provide a profile for each Output (Complete Appendix I1)

(Templates are provided in Appendix to this document. Please indicate any other non-quantifiable benefits from your project. Think about any intangible benefit that will be realised. For example a project involving the redevelopment/regeneration of a piece of land, may result in an improved perception of the area)

35. What is the evidence of demand / market interest that supports your case for investment in this project? (approx. 500 words)

(Detail all market research, primary and secondary. Ensure that for:

- *Quantitative Research - Data is fully representative of target group and statistically robust*
- *Qualitative - Evidence given that data has been validated*

OR

- *Direct approach from market to meet defined need)*

36. Outline any market testing which has been undertaken to evidence the demand case. (approx. 300 words)

(Your answer should provide robust evidence of demand that has been validated, e.g. evidence that businesses are interested in pursuing opportunities that LGF investment creates. Include stats/data to support claim)

37. Have the running costs of this investment been calculated and are they financed by you or your partners?

(As well as the capital cost invested there are post implementation costs to consider. There may be ongoing running (operating) costs and/or maintenance costs. E.g. a capital investment to build a new office block, once occupied will involve operating costs such as rent & rates, staff salaries etc. who will finance these costs?)

Running costs will inform the viability of the project. The author must consider the ongoing costs to support the recommended option against anticipated benefits)

Commercial Case

Section E: Commercial case – External Procurement (if appropriate)

38. If private development partners will be required to deliver project outputs, at what stage are discussions/negotiations? (approx. 300 words)

39. Detail any 3rd party services that will be used to deliver this project, e.g. Legal, Finance, other consultancy.
(E.g. Consultancy - A technical advisor will be appointed to prepare the works brief and secure planning consent for the remediation works. They will then manage the appointment of a contractor to undertake the remediation works)

40. Summarise Procurement requirements in terms of Outputs. (approx. 200 words)
(Include work to be procured; potential value; who will lead:

- *Works to be procured, with justification statements*
- *The potential value of the Works*
- *What are the service requirements in terms of outputs that the will be delivered*
- *Who will lead?)*

41. Will your Procurement trigger the OJEU process?

(Please provide clear statement on exemption or plan to follow OJEU requirements. See <http://www.ojeu.eu/whatistheojeu.aspx> for information)

42. Outline the sourcing Options: with a rationale for preferred option. (approx. 200 words)

(Sourcing options include:

- *supplier panels*
- *collaborative procurement*
- *open tender*
- *closed tender*

The most appropriate sourcing option will be dependent on:

- *the total value of the procurement*
- *what contracts, frameworks, or supplier panels are already in place*
- *the overall risk to the organisation if performance expectations are not met*
- *the nature and complexity of the product or service)*

43. Are there any Personnel Implications, inc. TUPE? (approx. 200 words)

(Does the proposal impact on any existing personnel associated with the lead or delivery organisation/s? Please give details of any recruitment required for delivery See <https://www.gov.uk/transfers-takeovers/overviewfor> information on TUPE)

44. Outline the Procurement Project Plan and Timescales, including statutory and other consents.

(The procurement plan should include the following:

- *Type of contract to be used 20150711 BCLEP Outline Business Case - Guidance v1.0 11 20/07/2015*
- *Risks associated with procurement management*
- *How procurement risks will be mitigated through contract performance metrics, insurance, or other means*
- *Determining costs and if/how they're used as evaluation criteria*
- *Any standardised procurement templates or documents to be used*

- How multiple suppliers will be managed if applicable
- Contract approval process
- Decision criteria
- Establishing contract deliverables and deadlines
- How procurement and contracts are coordinated with project scope, budget, and timeline.

NB: Where the purchase of property or land is involved please confirm ownership status and state whether there are any charges over land/property interests critical to project delivery)

45. Please provide evidence of planning permission (submit a copy of decision notice or committee resolution with this application), or a clear explanation of the timeframe for achieving this and how it fits with broader planning strategy.

(This should include status of planning permission. If obtained:

- outline any key planning conditions
- strategy for discharging planning conditions.

If NOT obtained:

- the timeframe for achievement, and how it fits in with the broader planning strategy
- has any pre application consultation with the Local Planning Authority taken place? Please give details
- you also need to provide evidence of discharge of key planning conditions, or your strategy for undertaking these)

Financial Case

Section F: - Financial Analysis of the recommended Option

46. Outline the anticipated cost and funding profile:

	<i>Capital/ Revenue</i>	<i>2017/18</i>	<i>2018/19</i>	<i>2019/20</i>	<i>2020/21</i>	<i>2021+</i>	<i>TOTAL</i>
BCLTB (Pre-Committed Transport Funding)*							
BCLEP Grant							
BCLEP Loan							
Other Public Source (please indicate)							
Applicants Own Funds							
Private (3rd party)							
Total Capital							
Total Revenue							

Overall Total							
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*LTB funding for Transport Major schemes

47. Please outline the strategy for securing the match funding as outlined above, and the progress made to date. What is the level of certainty of match funding remaining in place across the project duration? Please provide evidence to support any assumptions made.

(Explanation to support the information provided above, i.e. reasons for date available, approval status etc.)

48. Project slippage – is there provision for dealing with the financing of any time or cost overruns? How will you deal with the impact on LEP & Match funding, & Private Investment?

49. For the BCLEP element of the funding only, please set out the projected costs using summary spend areas.

(Please note that a full a detailed breakdown of Costs by month will need to be included in the Appendices)

State date of this Estimate

Projects costs (delete as appropriate):	2017/18	2018/19	2019/20	2020/21	2021+
	£m	£m	£m	£m	£m
Land acquisition					
Planning and Feasibility Study					
Surveys					
Land Remediation					
Construction, inc. materials, equipment and labour					
Fit Out (Equipment and furnishings not included in construction)					
Project Management					
Consultancy					
Legal Services					
Other (please specify)					
Contingency*					

***Note - Contingency:** Where an element of contingency has been added on top of individual cost elements it is assumed that there is a significant level of doubt about the future costs (the level of contingency is influenced by the extent of the doubt).

50. What risk contingencies are included in your cost estimates?

(Outline the areas where contingency has been applied, the level of the contingency in each case and the reason for the contingency in each case)

Section F: Claims

51. Please set out the Cashflow projections for the BCLEP element of Project funded costs being requested.

(Indicate the estimated Quarterly Cash flows for each of the years affected)

Claims / Drawdown against Funding requested:	2017/18	2017/18	2017/18	2017/18	2018/19	2018/19
	Q1	Q2	Q3	Q4	Q1	Q2
	£m	£m	£m	£m	£m	
Land acquisition						
Planning and Feasibility Study						
Surveys						
Land Remediation						
Construction, inc. materials, equipment and labour						
Fit Out (Equipment and furnishings not included in construction)						
Project Management						
Consultancy						
Legal Services						
Other (please specify)						

CONFIRMATION BY APPLICANT:

Please confirm that the funding requested is sufficient to deliver the Project as detailed above.

Management Case

Section G: Programme Management Case - Achievability of Project Components

Section G: Project Plan (Extract of Key Milestones)

52. Please set out the Key Project Milestones, including those Milestones shown below.

(Or extract Key Milestones view from your gantt chart & insert the picture here).

Key Milestone	Delivery Date

Please attach the project gantt chart as an Appendix.

(Milestone - A task / event of zero duration that shows a critical achievement in a project

Delivery Date - The date on which the milestone is planned to occur. E.g:

- *Site Investigation Survey Commissioned – Aug 2015*
- *Site Investigation Survey Completed – Sept 2015*

Once the final version of the Planned Delivery Dates are approved they become baselined. This baseline milestone schedule becomes the benchmark against which project performance is measured. The baseline schedule must be in place before project delivery work commences.

Once created and approved the baseline milestones can only be changed for authorised changes in scope / timeline, but even then the original baseline is never discarded.

The milestones should always reflect the most realistic dates for project accomplishment, even if this means a reforecast)

Section G: Project Governance: Key roles & Responsibilities

53. Please set out the Key Roles in governing the Project, with named officers, which will oversee, deliver and close the project. (approx. 100 words)

E.g. The Project governance structure personnel could be outlined in a table stating what their role in the Project is and what they are responsible for delivering.

Name	Project Role	Principal Responsibility for Delivery
	Project Sponsor	<i>Project Board – Ultimately accountable for the project, ensuring that it meets its objectives and realise the expected benefits. Empowered to direct the project and take decisions.</i>
	Project Manager	<i>Leading, managing and co-coordinating all activity in conjunction with the project team. Reporting to Project Board and BCC Programme Office on project progress/delivery.</i>
	Contractor	<i>Prepare detailed engineering design in accordance with project specification</i>
	Suppliers/Vendors	<i>Facilitate project execution by supplying materials. Equipment and personnel</i>
	Etc...	

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Section G: Key Stakeholder engagement strategy

54. Please identify your preferred strategy for engaging key Stakeholders in making your project successful. (approx. 300 words)
*The approach to communications is informed by the Stakeholder Management analysis (outlined in the **Strategic Case**), however instead of individual Stakeholder engagement requirements focuses on the key communications typically to groups of Stakeholders.*

The communications strategy addresses the following:

- how key messages are defined
- audience groups are identified
- appropriate channels are used
- communication effectiveness is measured

Initially a high level communications strategy will be developed by specifying how the communications will be approached in each of the key Project/Programme phases and how the communication responsibilities will be allocated. An example of a communications strategy is shown below.

Project/Programme Phase:	Strategy:
Example: Design	Communication inside the project/programme team only. Reporting within the project/programme governance structure. No communication to any staff that could be affected
Implementation	All end-users to be communicated in a transparent manner. Majority of communications via email, website and newsletter

Section G: Communications Plan or strategy

Consider the following information.

Column:	Contents:
Communication Title	What is the name of the communication item?
Frequency	When does information and key messages need to be provided? For regular communications, how frequently is communication given, monthly, weekly, ad hoc?
Key Stakeholders	Include a list of the different audiences that should be communicated to by the piece of communication. The list of Stakeholders identified is the key input to this list.
Key Messages	What messages and information should be provided, e.g. progress updates, issues raised, decisions required, key messages.
Channels	What approach is used for communicating: face-to-face, email, newsletter, updates to website, workshop, user group, etc.
Responsibility	Who is responsible for ensuring the communication occurs. A named person.
Desired objectives	Aim of the communication – what is expected to change as a result of the communication, raising awareness, make decisions, get involved.
Feedback mechanism	How does feedback get received, and what happens with feedback

55. Please extract the top 5 Issues from your project Issue log:

Description of Issue	
Impact (H,M,L)	
Owner for resolution	
Resolution	
Resolution Date	

(Please see the Risk and Issue Log Template for guidance. Provided by the BCC Programme Office)

Please attach all your full Issue register as an Appendix.

Section G: Risk Management Plan

56. Please extract the details of the top 5 Risks from your project Risk Register:

Description of Risk	
Impact (1-4)	
Probability (1-4)	
RAG rating (Red, Amber, Green)	
Risk owner	
Mitigation	

(Please see the Risk and Issue Log Template for guidance. Provided by the BCC Programme Office)

Please attach your full risk register as an Appendix.

Section G: Quality Assurance

57. Outline your proposed monitoring and evaluation arrangements to assess whether the project achieves its objectives and outputs. (approx. 300 words)

(Should include an extract of Milestones & Summary tasks) and align to the realisation planned activity stated in the Output/Outcome profile)

Section G: Project Team

58. Please describe the experience of the project team and attach the team structure. (approx. 100 words)

Section G: Freedom of Information

59. Please indicate whether any information in this proforma is considered exempt from release under Section 41 of the Freedom of Information Act 2000.

Section G: State Aid Condition

All applicants need to take steps to satisfy themselves that any BCLEP funding approved does not amount to unlawful State Aid. A declaration of compliance with EU State Aid regulations will be required prior to any BCLEP funding being provided.

If your project is awarded funds from the BCLEP it will be subject to a condition requiring the repayment of any BCLEP funding in the event that the European Commission determines that the funding constitutes unlawful State Aid.

60. Please confirm your acceptance to this condition:

Yes

No

H. Recommendation / Conclusion

61. Please state clearly the recommended action this Business Case supports. (approx. 100 words)

I. Security Against Grant

62. Each bidder is asked to confirm in their Initial Proposal that they understand the requirements for security against any Growth Deal Grant.

Please confirm what form of security against the Grant you propose to offer the Council, if required.

Examples include a legal charge over land or assets, a charge over bank account, a Performance Bond, money held in escrow or personal guarantees. Please include details of the nature of the security, when the security will be in place, any existing charges or other encumbrances over the security, and who will put in place the security if not you, the Grantee.

Please note that the Council will not be able to accept a second legal charge. Further information about the Council's security requirements, as confirmed at the Initial proposal stage, can be found at: <http://www.blackcountrylep.co.uk/business-growth/funding-opportunities/apply-for-growth-deal-funding>

Section J: Appendices

J1: A Profile for each Output

J2: Detailed Spend Profile

J3: Risk & Issue Register

J4: Project Plan / Development Programme

J5: Stakeholder Map

J6: Evidence of planning permission

J7: Stage 1 Due Diligence Checklist (applicable to land/property bids)

J8: Growth Deal - Accountable Body Stage 2 Due Diligence Checklist

J9: State Aid De Minimis Declaration (applicable for grant award <£150k)

Document Status

REVISION HISTORY

Revision Date	Version No.	Summary of Changes	Author / Editor
	Draft 1	Initial draft	
	Draft 2	Project team input	
	Draft 3		
	Draft 4		

DOCUMENT LOCATION

This document is only valid on the day it was printed or revised.

DOCUMENT AUTHOR

Name	Title	Organisation	E-mail address	Telephone

DOCUMENT OWNER

Name	Title	Organisation	E-mail address	Telephone

SCHEDULE 4 Black Country Executive Joint Committee Constitution

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

CONSTITUTION

Updated June 2019

1. Dudley MBC, Sandwell MBC, Walsall MBC and Wolverhampton City Council established an Executive Joint Committee known as the Black Country Joint Committee (“the Committee”) for the purpose of discharging the functions mentioned in **Annex A**. The Committee is a joint committee of the Executive for the purposes of Part VI of the Local Government Act 1972 and Part I Chapter 2 of the Local Government Act 2000 and the provisions of thereof that are applicable to Joint Committees of the Executive shall apply to the Committee.

2. (i) The Committee shall comprise four members, each Council being entitled to appoint one voting member who shall be a member of the Councils Cabinet making the appointment. In the event of a voting member of the Committee ceasing to be a member of the Council which appointed him/her, the Council shall forthwith appoint another voting member in his/her place. Only a voting member is entitled to be elected as Chair or Vice-Chair of the Committee.

(ii) Each Council may appoint members of its Executive as substitute for the voting members appointed under (i) above to attend meetings of the Committee and its sub-committees in the absence for any reason of the voting members or observer members appointed under (i) above and in attended meetings of the Committee and its sub-committees the substitute voting members or observer members shall be treated in all respects if they were appointed under (i) above as the case may be. The Secretary for the Committee shall be informed prior to the commencement of the meeting of the names of the substitute members.

(iii) The Chairman of the Black Country Local Enterprise Partnership shall be an ex officio member of the Committee on matters relating to the funds secured by the Black Country Local Enterprise Partnership (BC LEP). Ex officio members may speak at meetings of the committee but not vote. The Chairman of the Black Country Local Enterprise Partnership shall present reports to the Joint Committee from the Joint Committee Advisory Board.

(iv) The Black Country Consortium Ltd will be responsible for writing reports to the Joint Committee from the Joint Committee Advisory Board in the format provided for at Annex B. All other reports from any subcommittee and or Council will also take the form as set out in Annex B. A representative of the Black Country Consortium Ltd can be in attendance at meetings of the Joint Committee on matters relating to all funds secured by the BC LEP in an advisory role as the Joint Committee see fit.

(v) The Committee shall at its Annual Meeting, elect a Chair and Vice-Chair from among its voting members or chose to adopt for that year to have a rolling Chair and Vice Chair being upon rotation. In the event of both being absent from the meeting, the Chair and Vice-Chair for whatever reason, the Committee shall elect a chair from amongst the voting members present for that meeting but shall not count for purposes of rotation.

(vi) Three voting members of the Committee shall constitute a quorum. Except as otherwise provided by statute, all questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Committee.

(vii) The Committee shall meet as agreed at its AGM. However a meeting of the Committee may be convened at any time by the Secretary in consultation with the Chair for the meeting that would be convened. A meeting of the Committee must also be convened by the Chair within 28 days of the receipt of a requisition of any two voting members of the Committee addressed to the Secretary of the Committee. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting.

(viii) The Committee shall from time to time make such standing orders for the carrying on of the business of the Committee as the Committee shall deem necessary and or desirable.

(ix) For the avoidance of doubt and subject to there being no changes to the law on this issue, where a Council is operating executive arrangements pursuant to the Local Government Act 2000 (and any regulations made under it), it will be a matter for the Executive of the Council to appoint any voting member, or substitute member of the Committee as long as that member is a member of the appointing Councils Cabinet.

3. The Committee shall from time to time appoint such sub-committees and Advisory Boards to consider and deal with any of the functions of the Committee as may be thought desirable.
4. The Committee Secretary and such other officers as may be deemed necessary for the due conduct of the business of the Committee shall be Walsall Metropolitan Borough Council.

5. Meetings of the Joint Committee shall be held at Walsall Metropolitan Borough Council unless otherwise directed by the Joint Committee.
6. The Secretary shall:
 - (i) Be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Joint Committee and minutes of the Joint Committee.
 - (ii) Be responsible for making arrangements for the publishing in accordance with Access to Information requirements all meetings, agenda, agenda items and minutes as appropriate.
7. That the relevant Standing Orders for Black Country Joint Committee are those of Walsall Metropolitan Borough Council.

Annex A - Functions

FUNCTIONS OF BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

1. To receive reports from any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee.
2. At any time review and agree proposed changes to the Functions of the Committee, and seek approval of the same from the four Council Executives of the Black Country authorities.
3. To agree and approve any proposed governance and or reporting structure that the committee sees fit.
4. In relation to the funds secured by the BC LEP:
 - 4.1 To act as a strategic body; setting and reviewing objectives for strategic investment across the Black Country, including:
 - a. Providing a coherent single position on the major strategic issues in relation to the funds secured by the BC LEP;
 - b. Agreeing allocation of spending;
 - c. Agreeing major priorities;
 - d. Consider and agree recommendations made by any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee;
 - e. Refer recommendations received back to any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee for further consideration as and when minded in the first instance to

not follow recommendations at all or to materially change the substance of the decision except in the case of genuine urgency requiring a decision to be made at that time;

- 4.2 Agreeing Lead and or Single Accountable Body status for a body or organisation;
- 4.3 Agree, review and amend options at any time for any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee governance which is fit for purpose;
- 4.4 influence and align government investment in order to boost economic growth;
- 4.5 have regard to the duty to cooperate and Joint Committee's overall function as set out above;
- 4.6 to ensure alignment between decision making on funds secured by the BC LEP and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration;
- 4.7 Co-ordinate and align decision making on transport with the LEPs ensuring that business views are taken on board and that LEP growth plans are reflected in strategic priorities;
- 4.8 Deciding on capital expenditure programmes and ensuring policy and programmes are delivered effectively through partners.

ANNEX B – Report template



Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

REPORT OF THE JOINT COMMITTEE ADVISORY BOARD

(OR COUNCIL)

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

(DAY, MONTH, YEAR)

(INSERT TITLE OF REPORT)

Key Decision: **Yes/No**

Forward Plan: **Yes/No**

1. PURPOSE OF REPORT

- 1.1 Set out the main points of the report and details of what is being sought in summary.

2. RECOMMENDATIONS

- 2.1 Specific recommendation from the Joint Committee Advisory Board with approval requested by the Joint Committee.
- 2.2 The recommendation(s) should be clear, concise and include all relevant information. No abbreviations or acronyms are to be used. No statements are to be used.
- 2.3 It is not acceptable to recommend “That the course of action set out in the report be approved” as this does not give sufficient clarity.
- 2.4 There must be a separate recommendation for each decision you wish the BCJC to make.
- 2.5 Do not set out any recommendations elsewhere in the report.
- 2.6 If you only have one recommendation there is no need to number it.

3. REPORT DETAIL

- 3.1 Write clearly, concisely and focus on relevant material information. Do not use acronyms.
- 3.2 All relevant and pertinent information should be included so as to enable a fully informed decision to be made by the Joint Committee.
- 3.3 Sufficient weight and emphasis should be made on key points.
- 3.4 Sufficient information to enable an informed decision must be contained within the report.

4. FINANCIAL IMPLICATIONS

- 4.1 All relevant financial implications. You must to consult the appropriate Finance Officer at the outset of the project. Your report will not be considered if the Finance Officer has not commented.

5. LEGAL IMPLICATIONS

- 5.1 You must consult the appropriate Legal Services at the outset of the project. Set out any legal obligations on and consequences for the BCJC arising from the proposals. You must give sufficient time for Legal Services to comment on your report. Your report will not be considered if Legal Services have not commented.

6. RISK MANAGEMENT

- 6.1 Key risk identified and explanations as to how they will be managed are to be inserted.

7. EQUALITY IMPLICATIONS

- 7.1 An equality impact assessment to be done and equality implications set out in the report as well as how they will be managed.

8. CONSULTATION

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- 8.2 There is an expectation that wherever possible, Ward Councillors should be consulted and involved in matters affecting their Ward.
- 8.3 Consultees mentioned in this part of the report should match with those referred to in the Forward Plan entry, if it is a key decision. Include other consultees if they have been identified since.
- 8.4 If scrutiny panels have considered this issue, provide feedback on their recommendations/views.

Note:

- It is the responsibility of the author of the report to identify and consult with relevant officers and external parties about the proposals and the contents of the draft reports. Should any changes be made before the report appears in final

form then you must consult relevant people again. If the revised circumstances could impact on the legal and financial position, you must consult afresh with legal and finance colleagues.

- A report consultation sheet is available from the Programme Manager and **must be completed and accompany your report at all times**. The consultation sheet template should not be amended. If any amendments are made to your report at any stage which requires the re-consultation of colleagues, this must be reflected in the form when submitted at the final stage.

Background papers

- List any background documents that you have used or which are associated with the report being produced. (This is to satisfy the legal requirements that govern public access to local authority papers and the Freedom of Information Act.) You should not list acts of Parliament or any documents that give confidential information. Do not quote file references. Such files will be open to public scrutiny if asked.

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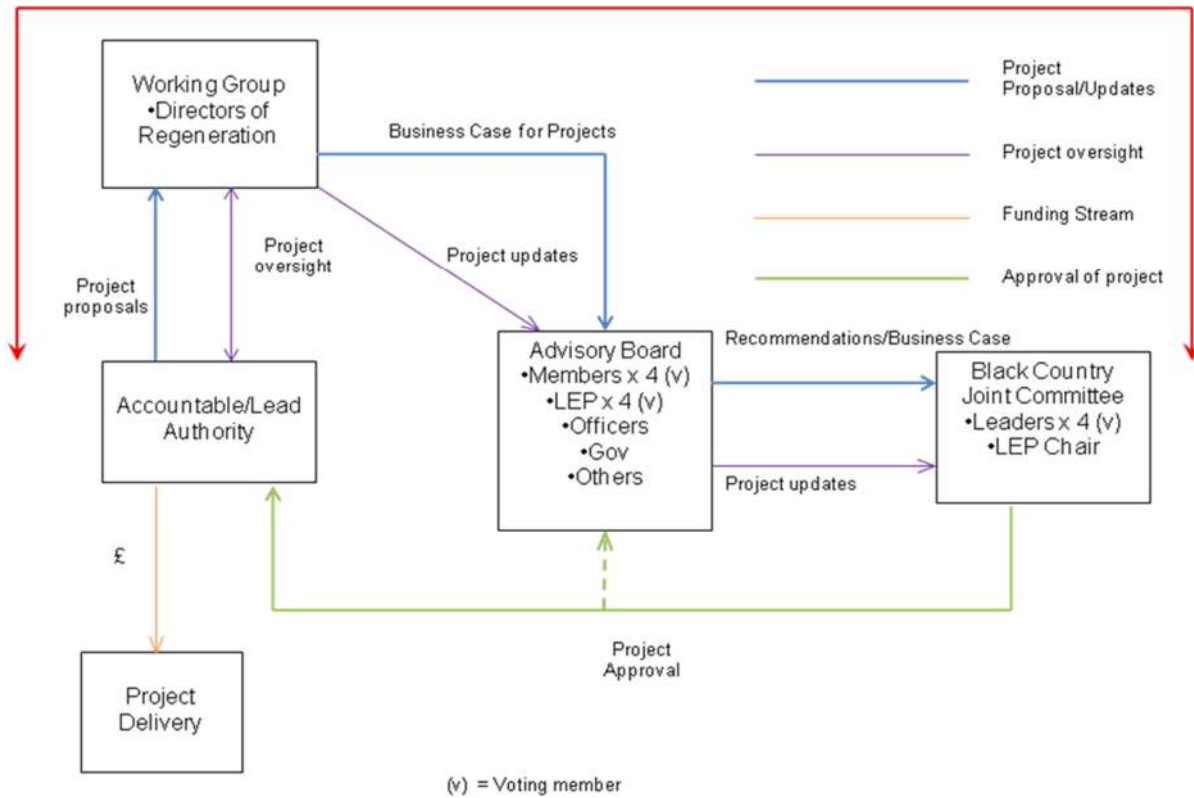
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SCHEDULE 5 Decision and oversight matrix

Black Country LEP Strategic Role



SIGNED by Councillor XXXX, Leader on behalf of
WALSALL METROPOLITAN BOROUGH COUNCIL

SIGNED by Councillor XXXX, Leader on behalf of
THE BOROUGH COUNCIL OF DUDLEY

SIGNED by Councillor XXXX, Leader on behalf of
THE BOROUGH COUNCIL OF SANDWELL

SIGNED by Councillor XXXX, Leader on behalf of
WOLVERHAMPTON CITY COUNCIL

SIGNED by Sarah Middleton, Chief Executive on behalf of
THE BLACK COUNTRY CONSORTIUM LIMITED

SIGNED by a duly authorised officer for and on behalf of
WALSALL METROPOLITAN BOROUGH COUNCIL

Authorised Signatory
Print Name

SIGNED by a duly authorised officer for and on behalf of
THE BOROUGH COUNCIL OF DUDLEY

Authorised Signatory
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THE BOROUGH COUNCIL OF SANDWELL

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WOLVERHAMPTON CITY COUNCIL

Authorised Officer
Print Name

SIGNED by a duly authorised officer for and on behalf of
BLACK COUNTRY CONSORTIUM LIMITED

Authorised Signatory
Print Name

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

CONSTITUTION

Updated February 2020

1. Dudley MBC, Sandwell MBC, Walsall MBC and Wolverhampton City Council established an Executive Joint Committee known as the Black Country Joint Committee ("the Committee") for the purpose of discharging the functions mentioned in **Annex A**. The Committee is a joint committee of the Executive for the purposes of Part VI of the Local Government Act 1972 and Part I Chapter 2 of the Local Government Act 2000 and the provisions of thereof that are applicable to Joint Committees of the Executive shall apply to the Committee.
2. (i) The Committee shall comprise four members, each Council being entitled to appoint one voting member who shall be a member of the Councils Cabinet making the appointment. In the event of a voting member of the Committee ceasing to be a member of the Council which appointed him/her, the Council shall forthwith appoint another voting member in his/her place. Only a voting member is entitled to be elected as Chair or Vice-Chair of the Committee.

(ii) Each Council may appoint members of its Executive as substitute for the voting members appointed under (i) above to attend meetings of the Committee and its sub-committees in the absence for any reason of the voting members or observer members appointed under (i) above and in attended meetings of the Committee and its sub-committees the substitute voting members or observer members shall be treated in all respects if they were appointed under (i) above as the case may be. The Secretary for the Committee shall be informed prior to the commencement of the meeting of the names of the substitute members.

(iii) The Chairman of the Black Country Local Enterprise Partnership shall be an ex officio member of the Committee on matters relating to the funds secured **by the Black Country Local Enterprise Partnership (BC LEP)**. Ex officio members may speak at meetings of the committee but not vote. The Chairman of the Black Country Local Enterprise Partnership shall present reports to the Joint Committee from **the Joint Committee** Advisory Board.

(iv) The Black Country Consortium Ltd will be responsible for writing reports to the Joint Committee from **the Joint Committee** Advisory Board in the format provided for at **Annex B**. All other reports from any subcommittee and or Council will also take the form as set out in **Annex B**. A representative of the Black Country Consortium Ltd can be in attendance at meetings of the Joint Committee on matters relating to **all funds secured by the BC LEP** in an advisory role as the Joint Committee see fit.

- (v) The Committee shall at its Annual Meeting, elect a Chair and Vice-Chair from among its voting members or chose to adopt for that year to have a rolling Chair and Vice Chair being upon rotation. In the event of both being absent from the meeting, the Chair and Vice-Chair for whatever reason, the Committee shall elect a chair from amongst the voting members present for that meeting but shall not count for purposes of rotation.
 - (vi) Three voting members of the Committee shall constitute a quorum. Except as otherwise provided by statute, all questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Committee.
 - (vii) The Committee shall meet as agreed at its AGM. However a meeting of the Committee may be convened at any time by the Secretary in consultation with the Chair for the meeting that would be convened. A meeting of the Committee must also be convened by the Chair within 28 days of the receipt of a requisition of any two voting members of the Committee addressed to the Secretary of the Committee. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting.
 - (viii) The Committee shall from time to time make such standing orders for the carrying on of the business of the Committee as the Committee shall deem necessary and or desirable.
 - (ix) For the avoidance of doubt and subject to there being no changes to the law on this issue, where a Council is operating executive arrangements pursuant to the Local Government Act 2000 (and any regulations made under it), it will be a matter for the Executive of the Council to appoint any voting member, or substitute member of the Committee as long as that member is a member of the appointing Councils Cabinet.
3. The Committee shall from time to time appoint such sub-committees and Advisory Boards to consider and deal with any of the functions of the Committee as may be thought desirable.
 4. The Committee Secretary and such other officers as may be deemed necessary for the due conduct of the business of the Committee shall be Walsall Metropolitan Borough Council.
 5. Meetings of the Joint Committee shall be held at Walsall Metropolitan Borough Council unless otherwise directed by the Joint Committee.

6. The Secretary shall:
 - (i) Be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Joint Committee and minutes of the Joint Committee.
 - (ii) Be responsible for making arrangements for the publishing in accordance with Access to Information requirements all meetings, agenda, agenda items and minutes as appropriate.

7. That the relevant Standing Orders for Black Country Joint Committee are those of Walsall Metropolitan Borough Council.

Annex A – Terms of Reference



FUNCTIONS OF BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

1. To receive reports from any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee.
2. At any time review and agree proposed changes to the Functions of the Committee, and seek approval of the same from the four Council Executives of the Black Country authorities.
3. To agree and approve any proposed governance and or reporting structure that the committee sees fit.
4. In relation to the funds secured by the BC LEP:
 - 4.1 To act as a strategic body; setting and reviewing objectives for strategic investment across the Black Country, including:
 - a. Providing a coherent single position on the major strategic issues in relation to the funds secured by the BC LEP;
 - b. Agreeing allocation of spending;
 - c. Agreeing major priorities;
 - d. Consider and agree recommendations made by any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee;
 - e. Refer recommendations received back to any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee for further consideration as and when minded in the first instance to not follow recommendations at all or to materially change the substance of the decision except in the case of genuine urgency requiring a decision to be made at that time;
 - 4.2 Agreeing Lead and or (Single) Accountable Body status for a body or organisation;
 - 4.3 Agree, review and amend options at any time for any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee governance which is fit for purpose;

- 4.4 influence and align government investment in order to boost economic growth;
- 4.5 have regard to the duty to cooperate and Joint Committee's overall function as set out above;
- 4.6 to ensure alignment between decision making on funds secured by the BC LEP and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration;
- 4.7 Co-ordinate and align decision making on transport with the LEPs ensuring that business views are taken on board and that LEP growth plans are reflected in strategic priorities;
- 4.8 Deciding on capital expenditure programmes and ensuring policy and programmes are delivered effectively through partners.

ANNEX B – Report template



Black Country Executive Joint Committee
Dudley, Sandwell, Walsal and Wolverhampton

**REPORT OF THE JOINT COMMITTEE ADVISORY BOARD
(OR COUNCIL)**

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

(DAY, MONTH, YEAR)

(INSERT TITLE OF REPORT)

Key Decision: Yes/No

Forward Plan: Yes/No

1. PURPOSE OF REPORT

1.1 Set out the main points of the report and details of what is being sought in summary.

2. RECOMMENDATIONS

2.1 Specific recommendation from the Joint Committee Advisory Board with approval requested by the Joint Committee.

2.2 The recommendation(s) should be clear, concise and include all relevant information. No abbreviations or acronyms are to be used. No statements are to be used.

2.3 It is not acceptable to recommend “That the course of action set out in the report be approved” as this does not give sufficient clarity.

2.4 There must be a separate recommendation for each decision you wish the BCJC to make.

2.5 Do not set out any recommendations elsewhere in the report.

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3. REPORT DETAIL

3.1 Write clearly, concisely and focus on relevant material information. Do not use acronyms.

3.2 All relevant and pertinent information should be included so as to enable a fully informed decision to be made by the Joint Committee.

3.3 Sufficient weight and emphasis should be made on key points.

3.4 Sufficient information to enable an informed decision must be contained within the report.

4. FINANCIAL IMPLICATIONS

4.1 All relevant financial implications. You must to consult the appropriate Finance Officer at the outset of the project. Your report will not be considered if the Finance Officer has not commented.

5. LEGAL IMPLICATIONS

5.1 You must consult the appropriate Legal Services at the outset of the project. Set out any legal obligations on and consequences for the BCJC arising from the proposals. You must give sufficient time for Legal Services to comment on your report. Your report will not be considered if Legal Services have not commented.

6. RISK MANAGEMENT

6.1 Key risk identified and explanations as to how they will be managed are to be inserted.

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7.1 An equality impact assessment to be done and equality implications set out in the report as well as how they will be managed.

8. CONSULTATION

8.1 Identify who has been consulted and why, the outcome of the consultation and if there is any planned future consultation. For example, do not use “the report is prepared in consultation with relevant Managers and Executive Directors”.

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8.3 Consultees mentioned in this part of the report should match with those referred to in the Forward Plan entry, if it is a key decision. Include other consultees if they have been identified since.

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REPORT OF THE JOINT COMMITTEE ADVISORY BOARD

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

12 FEBRUARY 2020

BLACK COUNTRY LEP ASSURANCE FRAMEWORK

Approval of revised LEP Assurance Framework

Key Decision:	Yes
Forward Plan:	Yes

1. PURPOSE OF REPORT

- 1.1 To request that the Black Country Executive Joint Committee endorse the revised Black Country LEP Assurance Framework, following the Single Accountable Body appointment and widening of the scope of the Black Country Executive Joint Committee, so that the Black Country LEP can manage delegated funding from central Government more effectively in order to deliver enhanced value for money.
- 1.2 This request was recommended for approval at LEP Board on 20 January 2020, endorsed by the Heads of Regeneration (Working Group) on 23 January 2020, and by the Advisory Board via email on the 29 January 2020.

2. RECOMMENDATIONS

That the Joint Committee **approve the revised Black Country LEP Assurance Framework**, following the implementation requirements of the new National Local Growth Assurance Framework, and the programme of continuous improvement to further enhance the Black Country LEP governance and transparency above and beyond published government standards, included as **Attachment 1** to this report.

3. REPORT DETAIL

- 3.1 Local Assurance Frameworks must be published on each Local Enterprise Partnership's website and reviewed annually.

3.2 The Black Country LEP should sign-off the revised Local Assurance Framework. The Section 151 Officer of the Single Accountable Body (Walsall Council) must also sign off the revised Local Assurance Framework and write to the Ministry of Housing, Communities and Local Government (MHCLG) Accounting Officer by 28 February each year (since 2017) certifying that the Local Assurance Framework has been agreed, is being implemented and that it meets the revised standards set out in the National Growth Assurance Framework.

3.3 The Black Country Consortium (BCC Ltd) and Walsall Council officers have met regularly throughout the year to review and update the Assurance Framework and Appendices to ensure it is compliant with national standards and all changes are reported to this meeting.

3.4 Following the Single Accountable Body appointment and widening of the scope of the Black Country Executive Joint Committee, so that the Black Country LEP can manage delegated funding from central Government more effectively in order to deliver enhanced value for money, the principle areas of review were:

3.4.1 That all references to the Black Country Executive Joint Committee City Deal, Growth Deal and Combined Authority throughout the Collaboration Agreement are amended to: Black Country Executive Joint Committee.

3.4.2 That all references to the City Deal, Growth Deal and Combined Authority Advisory Board throughout the Collaboration Agreement are amended to: Joint Committee Advisory Board.

3.4.3 That all references to the City Deal, Growth Deal and Combined Authority Working Group throughout the Collaboration Agreement are amended to: Heads of Regeneration (Working Group).

3.4.4 That the Key Abbreviations and Terminology are updated as follows:

- **BCJC Secretary** - the BCJC Secretary responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Joint Committee, minutes of the Joint Committee, and making arrangements for the publishing in accordance with Access to Information requirements all meetings, agenda, agenda items and minutes as appropriate. The BCJC Secretary and such other officers as may be deemed necessary for the due conduct of the business of the Joint Committee is Walsall Metropolitan Borough Council;
- **EZ** – Enterprise Zones;
- **GPF** – Growing Places Fund;
- **SAB** – Single Accountable Body (Walsall Metropolitan Borough Council);
- **SAB Working Group** – the Single Accountable Body Working Group attended by senior officers at the Single Accountable Body, including Section 151/ nominated Finance officer, and the Chief Executive & the Head of Programme Management Office (PMO) at the BCC Ltd;

- **SAB Team** – the Single Accountable Body Programme Management Team is led by the Joint Committee Programme Manager. Senior officers at the SAB Team are the Joint Committee Programme Manager, SAB Team Leader and Section 151 and/or nominated Finance officer. Team comprises the Programme Management, Contracting, Governance, Monitoring, Compliance and other officers as may be deemed necessary for the due conduct of the business of the SAB;
- **The Deal** – the Local Growth Fund, City Deal Housing Jobs and Prosperity Pilot, Enterprise Zones, Growing Places Fund, Land and Property Investment Fund, Growth Hub and BC LEP Core and Strategic funding; and any other funds directly allocated to the BC LEP, requiring an accountable body (collectively known as The Deal);
- **SRO** – Senior Responsible Officer is named in the Full Business Case of each project and is responsible for a project meeting its objectives, delivering the required outcomes and realising the required benefits. The SRO steers and champions the project and should ideally hold a senior position within the organisation of the grant applicant and have control or influence over the business area or resources into which the project outcomes will be delivered. Where a grant applicant appoints a third party organisation to deliver the project (effectively devolves delivery to a third party organisation) the SRO will have the same role and will operate to the same principles of transparency and consistency i.e. there will be no devolving of responsibility of the SRO to third party applicants. The SRO will review reports that go through the Assurance Framework governance process for accuracy and completeness. The SRO is responsible for escalating all key project issues internally.
- **SSRO** - Sponsoring SRO. A SSRO is a named local authority officer in the Full Business Case that is required when the SRO is a non-local authority person because the grant applicant is a third party organisation. The SSRO will be employed by the local authority in the same geographical area as the grant applicant. SSROs will review reports that go through the Assurance Framework governance process for accuracy and completeness.

3.4.5 Section 1.3 (BC LEP Governance) updated as follows:

- The BC LEP Board has been established since 2012 and currently comprises of up to 20 voting members with up to 5 co-opted Members appointed on an annual basis.
- Note: Higher Education Representative – there is one University in the Black Country, the University of Wolverhampton. Representation on the LEP includes the Leaders of the four Black Country Authorities, senior business people who are leaders in their respective fields and education representatives. The LEP requires the leader of the University, the Vice-Chancellor, to be the University representative on the main LEP Board. Whilst it is acknowledged that this is outside of the agreed 8-year term for Board Members, the post holder of Vice Chancellor is the most appropriate representative of the HE sectors and as such has a dispensation to extend the term of tenure, so long as they remain in office. This can be reviewed if another university is created in the Black Country.

- The revised tenure, agreed by the LEP Board in May 2018 – that LEP Board Members “will normally serve for a period of two years, renewable for three further terms subject to approval of the LEP Board” required, at the time, approval of the Black Country Executive Joint Committee (BCJC), received in September 2018. In accordance with the approval by the BCJC four members will serve through to September 2020, as the Board goes through a transition period. During 2020 the LEP recruitment campaign will continue, with positive action to improve both the gender and ethnic diversity of the Board, when vacancies arise.
- All new BC LEP Board members, to include the Chair, (except Council Leaders) appointed post January 2019 will normally serve for a period of three years renewable for one further term subject to the approval of the BC LEP Board and subject to such performance review as the BC LEP Board may establish.
- The Black Country has appointed a Broad Diversity Champion.

3.4.6 Section 1.7 (Cross LEP Working and Engagement) updated in line with the National Assurance Framework requirement for LEPs in MCA areas to publish a statement in their Local Assurance Frameworks outlining respective roles and responsibilities.

3.4.7 Section 3 (Accountable Decision Making) updated with Black Country LEP Equality and Diversity Statement & further clarification on the Single Accountable Body Section 151 Officer, whose role in overseeing the proper administration of financial affairs is extended to include those of the Local Enterprise Partnership. Section 3 covers a significant role change for the appointed Single Accountable Body Section 151 Officer, as illustrated by the Chartered Institute of Public Finance & Accountancy (CIPFA) guidance, and sets out the principles for the Section 151 Officer in relation to overseeing the financial affairs of their Local Enterprise Partnerships. The Section 3 clearly sets out how the funds are to be administered and the roles of officers in doing so, including the responsibilities of the Section 151 Officer and the Black Country Local Enterprise Partnership.

3.5 The following Appendices of the Assurance Framework have been amended:

- Appendix 10 – Constitution and Functions of the Black Country Executive Joint Committee (as outlined in the para 3.5.1 of this report);
- Appendix 11 – Constitution and Terms of Reference of the Joint Committee Advisory Board (as outlined in the para 3.5.2 of this report);
- Appendix 12 – Constitution and Terms of Reference of the Heads Regeneration / Working Group (as outlined in the para 3.5.3 of this report);
- Appendix 13 – BCEJC Collaboration Agreement 2020 (widening the scope to include all funds secured by the Black Country Local Enterprise Partnership);
- Appendix 24a – All Programmes Monitoring and Assurance Framework Programme (applicable to all funding streams not only Growth Deal);

- Appendix 24b – All Programmes Monitoring and Assurance Framework Projects (applicable to all funding streams not only Growth Deal);
- Appendix 37 – REMOVED – BC Land and Property Investment Fund Project Governance Lifecycle (will follow established governance process outlined in the section 4 of the Black Country LEP Assurance Framework).

3.6 The revised Assurance Framework and revised Appendices are appended to this report with further advice being sought on the element of the Black Country Enterprise Zones governance.

3.7 The Assurance Framework is a live document and, as such, further updates might be required. These will be reported as they arise, for example Appendix 17 is subject to ongoing review in light of a “lessons learnt” exercise being concluded on the back of the Very Light Rail (VLR) project.

4. FINANCIAL IMPLICATIONS

There are no financial cost implications associated with this report at the time of drafting. All costs associated with the delivery of the SAB functions by Walsall Council and the PMO at the Black Country Consortium, including amendments to the Black Country Collaboration Agreement and Assurance Framework, are covered from top-slicing of the grants managed, or from the interest generated from funding held, or a mixture of both as agreed by the Black Country Local Enterprise Partnership Board and the Black Country Executive Joint Committee. Further reports will be presented to the BC LEP and BCJC setting out ongoing revenue cost requirements for the SAB and PMO.

5. LEGAL IMPLICATIONS

The amendments to the BC LEP Assurance Framework have been reviewed to ensure that it is robust, consistent with the requirements of the National Growth Assurance Framework, which was published by the Ministry of Housing, Communities and Local Government in January 2019, and otherwise legally sound and compliant.

6. RISK MANAGEMENT

6.1 Risk will be managed through open dialogue and monthly review meetings of the SAB Working Group (between the Black Country Consortium and Walsall Council as Single Accountable Body) focused on the programme of continuous improvement.

- 6.2 Risk of non-compliance with Government recommendations will be will be monitored by Area Leads from the Cities and Local Growth Unit. Programme(s) related risks will be managed through the on-going monitoring of individual projects and their ability to deliver the required spending profiles and outcomes for the programme as required or agreed with Government and set into place by the LEP Board and the Joint Committee.

7. EQUALITY IMPLICATIONS

- 7.1. The Strengthened Local Enterprise Partnerships' publication requires the gender balance of the Board to be 1/3 women by the end of 2019/20 financial year and a 50/50 ratio of male and female members by the end of the 2022/23 financial year.
- 7.2. This report enables the implementation of these requirements with the given timescales.

8. CONSULTATION

Legal and Finance Officers at Walsall Council were consulted as part of the development of this report.

Background papers

Copies of the following supporting documentation can be provided on request:

- The Ministry of Housing, Communities and Local Government (MHCLG) National Local Growth Assurance Framework (2019);
- Black Country Local Enterprise Partnership Assurance Framework, version 12 (2019);
- Chartered Institute of Public Finance & Accountancy (CIPFA) Section 151 Officers in accountable bodies guidance document.

Attachments

1. Black Country LEP Assurance Framework version 13 (revised 2019/20)
2. Black Country LEP Assurance Framework – Table of Changes

Framework Appendices Pack:

- Appendix 10 Constitution and Functions of the Black Country Executive Joint Committee;
- Appendix 11 Constitution and Terms of Reference of the Joint Committee Advisory Board;

- Appendix 12 Constitution and Terms of Reference of the Heads Regeneration (Working Group);
- Appendix 13 BCEJC Collaboration Agreement (2020);
- Appendix 24a All Programmes Monitoring and Assurance Framework Programme;
- Appendix 24b All Programmes Monitoring and Assurance Framework Projects.

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The logo for Black Country LEP features the text "Black Country LEP" in a white, sans-serif font on a grey rectangular background. Below this, there is a horizontal bar composed of five colored segments: pink, teal, orange, blue, and purple.

Black Country *LEP*

BLACK COUNTRY LOCAL ENTERPRISE PARTNERSHIP

ASSURANCE FRAMEWORK

Version 13 (February 2020)

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This Assurance Framework is jointly produced between the Programme Management Office at Black Country Consortium Ltd and the Single Accountable Body Team at Walsall Council in consultation with Parties to the agreement.

The Framework is owned by the Black Country Local Enterprise Partnership and is reviewed on an annual basis (mid-year) as a minimum or at such times that revised guidelines are issued.

All changes to the Framework are subject to the approval process as described within the Framework and signed by all parties committing to the agreement annually.

We will notify the Department as when changes are made to the BC Local Assurance Framework.

The Assurance Framework is available to view at

<https://www.blackcountrylep.co.uk/about-us/transparency/assurance-framework/>

Any enquiries regarding this publication should be sent to:

Programme Management Office: PMO@blackcountryconsortium.co.uk

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Table 1: Current revision and approval

Assurance Framework	Approved by	
Version	BC LEP Board	BCJC
Version 10	20/11/2017	24/01/2018
Version 11	22/10/2018	05/12/2018
Version 12	28/03/2019 (Updated LEP Board membership term of tenure)	
Version 12	10/04/2019 (Updated LEP Board quorum)	
Version 13	20/01/2020	12/02/2020

Contents and Index

Section 1		BC LEP Governance and Decision Making	Page 9
	1.1	Name	
	1.2	Geography	
	1.3	BC LEP Governance	
	1.4	Local Authority Accountable Bodies	
	1.5	Local Authority Partnership Working Across the BC LEP	
	1.6	Team Black Country	
	1.7	Cross LEP Working and Engagement	

Section 2		Transparent Decision Making	Page 29
	2.1	Governance Overview	
	2.2	Registration and Declaration of Interests	
	2.3	Gifts and Hospitality	
	2.4	Stakeholder Engagement	
	2.5	Arrangements for Developing Prioritising, Appraising and Approving Projects	
	2.6	Social Value	
	2.7	Availability of Information online	

Section 3		Accountable Decision Making	Page 35
	3.1	Status and Role of the Single Accountable Body for BC LEP (Walsall Council)	
	3.2	Audit and Scrutiny	
	3.3	Strategic Objectives and Purpose	
	3.4	Working Arrangements and Meeting Frequency	
	3.5	Transparency and Local Engagement	
	3.6	Equality and Diversity	
	3.7	Complaints and Whistleblowing	
	3.8	The Decision-Making Process	

Section 4		Ensuring Value for Money: Prioritisation, appraisal, business case development & risk management	Page 45
	4.1	Black Country Consortium Limited Project Assurance	
	4.2	Project Lifecycle	
	4.3	Principles	
	4.4	Stakeholders	
	4.5	Documents	
	4.6	The Five Case Model	
	4.7	Project Prioritisation	
	4.8	Strategic Fit with SEP Objectives	
	4.9	Value for Money	
	4.10	Value for Money - Assessment Criteria	
	4.11	Delivery Timing and Risk	
	4.12	Scoring Matrix	
	4.13	Complaints Procedure	
	4.14	Overall Risk Management	
	4.15	PMO Risk Management	
	4.16	Project Lifecycle	
	4.17	Contracts Claims Process	

	4.18	Evaluation	
Section 5		Signing of the Framework Assurance	Page 71
	5.1	Signatories	

The following is a list of Appendices referred to in this Assurance Framework. These documents are subject to update and change from time to time. The latest version of each Appendix can be found on the BC LEP website. Links to the appendices are also provided in this Assurance Framework.

Appendices	Title of Appendix
1	Map of the Boroughs of Dudley, Sandwell, Walsall and the City of Wolverhampton
2	The Black Country Local Enterprise Partnership Board - Terms of Reference
3	The BC LEP Board Recruitment and Selection Process
4	People: Theme Advisory Group – Black Country Employment and Skills Board – Terms of Reference
5	Business: Competitiveness and Enterprise Theme Advisory Group - Terms of Reference
6	Place: Making and Land Theme Advisory Group - Terms of Reference
7	BC LEP Funding Applications Sub-Group Terms of Reference
8	Other Project Steering Groups and Informal or Time-Limited Working Groups Terms of Reference
9	The Black Country Consortium Programme Management Office – Terms of Reference
10	The Black Country Executive Joint Committee - Constitution & Terms of Reference
11	The Black Country Joint Committee Advisory Board Constitution
12	The Black Country Heads of Regeneration/ Working Group - Constitution
13	Collaboration Agreement (2020)
14	The Cross-LEP statement on Transport
15	Access to Information Rules
16	Members’ Code of Conduct
17	‘All Programmes - Roles and Responsibilities’ document
18	BCC Ltd.’s Complaints Procedure
19	BCC Ltd’s Whistleblowing Procedure
20	Templates for the Initial Project Proposal and Full Business Case
21	The Black Country Performance Management Framework
22	Project Benefit Cost Ratio Methodology
23	Black Country Strategic Transport Guidance Notes
24a	Monitoring and Assurance Framework - Programme
24b	Monitoring and Assurance Framework - Projects
25	Growth Deal Change Control and Delegated Authority Processes
26	BCC Ltd - Audit Committee, Scrutiny and External Auditors
27	BC LEP Structure (Chart)
28	BCC Ltd’s Articles of Association
29	BCC Ltd’s Memorandum of Association
30	The BC LEP’s Marketing Strategy
31	The BC LEP’s Stakeholder Engagement Plan
32	The BC LEP’s themed Communication Plans
33	Black Country LEP Growth Deal Evaluation Plan
34	BCC Ltd Audit Committee Terms of Reference
35	Scheme of Delegations
36	Managing Conflicts of Interest

Key Abbreviations and Terminology

Word/Phrase/Abbreviation	Meaning
Accountable Body	the Local Authority allocated by the Joint Committee to be the Accountably Body to central government for the Deal or any parts thereof;
Advisory Board	the Black Country Joint Committee Advisory Board;
Assurance Framework	this Assurance Framework Agreement;
Black Country Local Authorities	the Metropolitan Borough Councils of Dudley, Sandwell and Walsall and the Wolverhampton City Council;
BCJC	the Black Country Executive Joint Committee;
BCJC Secretary	the BCJC Secretary responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Joint Committee, minutes of the Joint Committee, and making arrangements for the publishing in accordance with Access to Information requirements all meetings, agenda, agenda items and minutes as appropriate. The BCJC Secretary and such other officers as may be deemed necessary for the due conduct of the business of the Joint Committee is Walsall Metropolitan Borough Council;
BC LEP	the Black Country Local Enterprise Partnership;
BC LEP Board	the Board of Directors of the BC LEP;
BCC Ltd	Black Country Consortium Limited, which hosts and provides the secretariat to the BC LEP;
BEIS	Department for Business, Energy and Industrial Strategy;
Collaboration Agreement	the Agreement dated 7 May 2014 between the Black Country Local Authorities and BCC Ltd, set out in Appendix 13;
Deal	the Local Growth Fund, City Deal Housing Jobs and Prosperity Pilot, Enterprise Zones, Growing Places Fund, Land and Property Investment Fund , Growth Hub and BC LEP Core and Strategic funding; and any other funds directly allocated to the BC LEP requiring accountable body (collectively known as the Deal);
EZ	Enterprise Zones;
FBC	the 'Full Business Case' for a specific project;
Grantee	delivery agent that is awarded a grant by the BCJC as part of the Programme;
GPF	Growing Places Fund;
Head of PMO	Head of the Programme Management Office at the Black Country Consortium Ltd with responsibility for the timely delivery of an integrated economic growth delivery programme for the Black Country;
Joint Committee Programme Manager	holds the funds and make payments in accordance with the decisions made by the BC LEP and ratified by the BCJC, ensures the effective scheduling and calling of the meetings within the BCJC Committee structures, etc., as set out in Appendix 17, and is appointed by Walsall Council;
LGF	Local Growth Fund;
LPIF	Land and Property Investment Fund;
MHCLG	the Ministry of Housing, Communities and Local Government (formerly the Department for Communities and Local Government);
PMO	the Programme Management Office which forms part of BCC Ltd;
Programme	the programmes of Government funding for administration by the Black Country Local Authorities and the BC LEP comprising (but not limited to) the Land and Property Investment Fund, City Deal Housing Jobs and Prosperity

	Pilot, the Growth Deal, Enterprise Zones, Growing Places Fund, Growth Hub and the BC LEP Core & Strategic Funds;
SAB	Single Accountable Body (Walsall Metropolitan Borough Council);
SAB Working Group	the Single Accountable Body Working Group attended by senior officers at the Single Accountable Body, including Section 151/ nominated Finance officer, and the Chief Executive & the Head of PMO at the BCC Ltd;
SAB Team	the Single Accountable Body Programme Management Team is led by the Joint Committee Programme Manager. Senior officers at the SAB Team are the Joint Committee Programme Manager, SAB Team Leader and Section 151 and/or nominated Finance officer. Team comprises of the Programme Management, Contracting, Governance, Monitoring, Compliance and other officers as may be deemed necessary for the due conduct of the business of the SAB;
SEP	the Black Country Strategic Economic Plan;
SMEs	small and medium sized enterprises;
SRO	Senior Responsible Officer is named in the Full Business Case of each project and is empowered to hold the authority and ensuring a project meets its objectives, delivering the required outcomes and realising the required benefits. The SRO steers and champions the project and should ideally hold a senior position within the organisation of the grant applicant and have control or influence over the business area or resources into which the project outcomes will be delivered. Where a grant applicant appoints a third party organisation to deliver the project (effectively devolves delivery to a third party organisation) the SRO will have the same role and will operate to the same principles of transparency and consistency i.e. there will be no devolving of responsibility of the SRO to third party applicants The SRO will review reports that go through the Assurance Framework governance process for accuracy and completeness. The SRO is responsible for escalating all key project issues internally.
SSRO	Sponsoring SRO. A SSRO is a named local authority officer in the Full Business Case that is required when the SRO is a non-local authority person because the grant applicant is a third party organisation. The SSRO will be employed by the local authority in the same geographical area as the grant applicant. SSROs will review reports that go through the Assurance Framework governance process for accuracy and completeness.
Team Black Country	as defined in paragraph 1.6; the Parties to the Assurance Framework collectively are 'Team Black Country';
WMCA	the West Midlands Combined Authority.

THE BLACK COUNTRY LOCAL ENTERPRISE PARTNERSHIP - ASSURANCE FRAMEWORK

(A) Parties The Parties to this Assurance Framework are:

- (1) WALSALL METROPOLITAN BOROUGH COUNCIL** whose principal address is at Civic Centre, Darwall Street, Walsall, WS1 1TP.
- (2) DUDLEY METROPOLITAN BOROUGH COUNCIL** whose principal address is at Dudley Council House, Priory Rd, Dudley, West Midlands DY1 1HF.
- (3) WOLVERHAMPTON CITY COUNCIL** whose principal address is at Civic Centre, St. Peter's Square, Wolverhampton, WV1 1SH;
- (4) SANDWELL METROPOLITAN BOROUGH COUNCIL** whose principal address is at Sandwell Council House, Freeth Street, Oldbury, B69 3DE;
- (5) BLACK COUNTRY LOCAL ENTERPRISE PARTNERSHIP** whose principal address is at The Deckhouse Waterfront West, Dudley Road, Brierley Hill, DY5 1LW
- (6) BLACK COUNTRY CONSORTIUM LIMITED** whose principal address is at The Deckhouse, Waterfront, West Dudley Road, Brierley Hill, DY5 1LW.

(B) The Collaboration Agreement

The Parties (other than the BC LEP) have entered into the Collaboration Agreement on 7 May 2014 in order to establish the BC LEP and to collaborate with regard to the administration of the allocation by central government of funding across the combined administrative area of the Black Country Local Authorities, (known as City Deal Housing Jobs and Prosperity Pilot, the Growth Deal, Enterprise Zone, Growing Places Fund, West Midlands Combined Authority and the BC LEP Core & Strategic Funds and any other funds directly allocated to the BC LEP requiring accountable body (collectively known as the Deal)). The Collaboration Agreement also sets out a framework for joint working between the Parties in order to facilitate the administration and delivery of the Programme. Please, see Appendix 13 for the latest full Collaboration Agreement and any amendments.

(C) Introduction to the Assurance Framework

This Assurance Framework has been prepared by Walsall Council and Black Country Consortium Ltd in order to comply with the requirements of the "National Local Growth Assurance Framework" which was published by the MHCLG in January 2019. This Assurance Framework sets out how the BC LEP operates, how and when decisions are taken, and by whom. The purpose of the Assurance Framework is (firstly) to provide Government and local partners with assurance that the decisions made by the Parties over funding in relation to the Programme are proper, transparent and deliver value for money and (secondly) to enable the Parties to comply with the requirements of the conditions of any Deal grant offer letters which are issued to the Parties by the MHCLG (or the equivalent in relation to any other Government funding which the BC LEP becomes responsible for administering) and (thirdly) to enhance the joint working and governance arrangements which are set out in the Collaboration Agreement.

(D) The Terms of the Assurance Framework

The Parties agree and confirm that this Assurance Framework shall take effect from February 2020 and that it shall remain in force at all times while the MHCLG guidance known as the "National Local Growth Assurance Framework (January 2019)" remains in force.

SECTION 1

BC LEP Governance and Decision Making

1.1 Name

Black Country Local Enterprise Partnership (BC LEP).

1.2 Geography (Appendix 1)

The BCC Ltd (Reg No 05159791) is the incorporated body responsible for the operations of the BC LEP, which covers the geographical area comprising the combined administrative areas of the Boroughs of Dudley, Sandwell, Walsall and the City of Wolverhampton. This area covers 356 square kilometres and sits at the heart of England, forming the western part of the West Midlands Metropolitan Area (the largest conurbation outside London).

1.3 BC LEP Governance

Roles and Responsibilities:

1.3.1 BC LEP Structure (Appendix 27)

Details of the BC LEP structure is set out in the sub-paragraphs of this section below.

1.3.2 The BC LEP Board (Appendix 2)

The BC LEP operates through a Board that provides the clear vision and strategic leadership to enable the delivery of the Black Country Strategic Economic Plan (SEP), using the resources under its direction and engaging with local businesses, local authorities, government and government agencies and other local stakeholders, it provides a vehicle through which innovative funding/development mechanisms to drive major change and investment can be secured.

The roles and responsibilities of the Black Country Strategic Transport Board, which previously operated as a BC LEP Sub-Board, are now fully integrated into the main BC LEP Board.

Further details can be found at www.blackcountrylep.co.uk.

1.3.3 Membership

The BC LEP Board has been established since 2012 and currently comprises of up to 20 voting members:

- 14 Private Sector Members with one appointed as Chair;
- 4 Leaders of each of the Black Country Local Authorities;
- 1 representative from Higher Education (private sector);¹

¹ Higher Education Representative – there is one University in the Black Country, the University of Wolverhampton. Representation on the LEP includes the Leaders of the four Black Country Authorities, senior business people who are leaders in their respective fields and education representatives. The LEP requires the leader of the University, the Vice-Chancellor, to be the University representative on the main LEP Board. Whilst it is acknowledged that this is outside of the

- 1 representative from Further Education (private sector);

Up to 5 co-opted Members appointed on an annual basis. This is consistent with the National Assurance Framework, which requires a private sector chair and at least 66% of the rest of the members of the BC LEP Board to come from the private sector.

The BC LEP Board also includes membership from all four of the Black Country Local Authorities, as all four Council Leaders are members. Local Authority Members may nominate a named alternate, who should normally be a cabinet portfolio holder, to act as their deputy.

All BC LEP Board members appointed prior to 31st January 2019² (except for Council Leaders) will normally serve for a period of two years, renewable for three further terms, subject to the approval of the BC LEP Board and subject to such performance review process as the BC LEP Board may establish.

All new BC LEP Board members, to include the Chair, (except Council Leaders) appointed post January 2019 will normally serve for a period of three years renewable for one further term subject to the approval of the BC LEP Board and subject to such performance review as the BC LEP Board may establish.

The chairs of leading Theme Boards and Sub Groups: People, Business, Place and Physical Activity, will be full voting Members of the LEP Board.

The BC LEP is committed to ensuring diverse representation on the BC LEP Board.

The Black Country LEP has a Broad Diversity Champion.

See the Recruitment and Selection process for more details available at [Board Recruitment and Selection Policy - BCLEP](#).

Further details about each of the BC LEP Board members can be found at <http://www.blackcountrylep.co.uk/about-us/our-board>.

1.3.3.1 BC LEP Authority Delegated to the BC LEP Chair and the Chair of the BC LEP Funding Sub Group

The BC LEP has given the Delegated Authority to the Chair of the BC LEP Funding Sub Group to deploy BC LEP year-end Change Control process. It is a recommendation to re-profile in-flight projects' allocations, approved by BC LEP Board and Joint Committee, across the contracted years. This option is available only if the change is less than 5% of the total project value and there are no material or approved grant value changes. Further details can be found at Appendix 25.

agreed 8-year term for Board Members, the post holder of Vice Chancellor is the most appropriate representative of the HE sectors and as such has a dispensation to extend the term of tenure, so long as they remain in office. This can be reviewed if another university is created in the Black Country.

² NB The revised tenure, agreed by the LEP Board in May 2018 - that LEP Board Members "will normally serve for a period of two years, renewable for three further terms subject to approval of the LEP Board" required, at the time, approval of the Black Country Joint Executive Committee. This was not received until September 2018 and, as such four Board Members additional two years were commenced from this date. This is a legacy issue for the LEP, as the terms of office extend beyond the published 8 years. This will be resolved when their terms of office have expired in September 2020 and, in the interim, the LEP recruitment campaign is continuing with positive action to improve both the gender and ethnic diversity of the Board, when vacancies arise.

- Deploy a Year-End Change Control process with clearly stated range of Project Tolerances, at 10% maximum of the total value of the programme's in year grant, applied by the Chair of the Funding Sub Group, who will then report the recommendation at the next available BC LEP Board meeting, which is then recorded in the minutes of that meeting (published on the BC LEP website <https://www.blackcountrylep.co.uk/about-us/our-board/lep-board-meetings/>) and will be subject to further approval from Joint Committee.

It is to be noted that a summary report on all changes at year-end will be brought to the Joint Committee each June.

BC LEP Board - Delegated Authority Site Investigations

The BC LEP has given the Delegated Authority to the Chair of the BC LEP Board and the Chair of the BC LEP Funding Sub Group to:

- Approve Site Investigation bids up to £150,000 against the Local Growth Deal fund.

All decisions undertaken under this delegated authority are reported by the Chair of the Funding Sub Group to the next BC LEP Board meeting, are subject to further approval through the Delegated Authority from the Joint Committee, and are recorded in the minutes of that meeting (published on the BC LEP website <http://www.blackcountrylep.co.uk/about-us/our-board/lep-board-meetings/>).

Further detail can be found at section 1.5.1.5 and in the Scheme of Delegations at Appendix 35.

Theme Advisory Groups and BC LEP Board Sub - Groups

- 1.3.4 The Theme Advisory Groups and Funding Sub-Group in 1.3.5 operate as working groups and have no decision-making powers, and they are not therefore subject to the requirements of paragraph 2.1.1 of the governance protocols as set out in this Assurance Framework.

The LEP Board structure chart is available at [Appendix 27](#).

- 1.3.5 The BC LEP Board has established three Theme Advisory Groups to advise, make recommendations and co-ordinate activity and engagement on the direction and development in respect of each the three SEP themes: people, place and business. The BC LEP has also established a Funding Sub Group. These groups are not decision-making bodies.

Terms of Reference are devised by the LEP Board and are subject to amendment from time to time, the most up to date version is contained within the Appendices to this Assurance Framework.

Specific activities/responsibilities of the three theme groups are outlined below.

- i) People: Theme Advisory Group (including the role of Black Country Employment and Skills Board) (Appendix 4)

The People Theme Advisory Group acts as the leading strategic support body to the BC LEP, providing a forum for the engagement of private sector employers and liaison with public sector employers to develop, formulate and co-ordinate policies and proposals relating to employability, education and skills that support the Black Country's strategic aim to grow its global supply chain with the world class skills it demands, to maximise the benefits of the region's location.

The People Theme Advisory Group meet four times per year or such frequency as determined by the Terms of Reference.

ii) Business: Competitiveness and Enterprise Theme Advisory Group (Appendix 5)

The Competitiveness and Enterprise Theme Advisory Group acts as the leading strategic support body to the BC LEP providing a forum for the engagement of private sector employers, intermediaries and liaison with public sector agencies to develop, formulate and co-ordinate policies and proposals within the theme area and enabling businesses in our key sectors to grow and deliver our contribution to the implementation of the SEP through the development of our economic, social and physical infrastructure.

The Group provides the strategic oversight of the Black Country Growth Hub, making recommendations on the Growth Hub to the LEP Board and subsequently the Joint Committee.

The Business Competitiveness and Enterprise Theme Advisory Group meet four times per year or such frequency as determined by the Terms of Reference.

iii) Place: Making and Land Theme Advisory Group (Appendix 6)

The Place Making and Land Theme Advisory Group acts as the leading strategic support body to the BC LEP providing a forum for the engagement of private sector investors and developers in liaison with public sector planning authorities to develop, inform and co-ordinate policies and proposals relating to the environment, green growth, brownfield land, land for housing, transport schemes and the development of the visitor economy, that support the Black Country's strategic aim to grow its global supply chain with the world class locations it demands to maximise the benefits of the region's location.

The Place Theme Advisory Group meet four times per year or such frequency as determined by the Terms of Reference.

iv) BC LEP Funding Sub-Group (Appendix 7)

The Funding Applications Sub-Group considers and make recommendations to the BC LEP Board concerning applications for funding from the Deal and monitor the overall effectiveness and use of the funds.

The Funding Sub Group meets monthly before the scheduled BC LEP Board meeting.

The Funding Sub-Group receives the following documents in making their decision. (NB These are available to ALL LEP Board Members on request)

- a. The application made for funding;
- b. An appraisal of the application;
- c. A view by a legal expert, if required, on legal considerations including, where applicable, the percentage risk of challenge and non-compliance with the proposed course of action and any mitigating factors which may be taken to address this.
- d. A recommendation as to whether to fund the proposal; and
- e. A recommendation about conditions which should be attached to the proposal.

Other Project Steering Groups and Informal or Time-Limited Working Groups (Appendix 8)

Details of Membership requirements and Terms of Reference for the Groups set out below are available at [Appendix 8](#). These Terms of Reference may be updated from time to time and the latest version will be available on the website.

1.3.6 The Groups below operate as working groups and have no decision-making powers, and are not therefore, subject to the Requirements of paragraph 2.1.1 of the Governance Protocols.

i) Black Country Access to Finance Group

The role of the Black Country Access to Finance Group is to report and make recommendations to the BC LEP (via the Business Theme Group) on the business finance challenges and barriers facing the Black Country and engage with intermediaries and local business to make recommendations as to solutions to these issues. The Group does not make recommendations on funding.

ii) Black Country Growth Hub Strategic Board

The Black Country Growth Hub Strategic Board provides strategic leadership and direction for the Black Country Growth Hub to oversee the delivery of outputs and compliance with ERDF, BEIS and any other local and external funding requirements. The Group reports to the BC LEP via the Competitiveness Board and the Joint Committee on the performance of the Growth Hub. The Business Competitiveness and Enterprise Theme Advisory Group has strategic oversight of the Growth Hub and receives regular reports. The BC LEP and the Accountable Body provide oversight and ensure compliance with governance arrangements.

iii) Black Country Enterprise Zone Implementation Group

The Black Country Enterprise Zone Implementation Group co-ordinates activity, to secure the successful delivery and impact through management, development and marketing of an integrated Enterprise Zone approach, focussing on key priorities and enabling engagement. The Group reports and make recommendations to the BC LEP.

Further details can be found at

<http://www.blackcountrylep.co.uk/business-growth/enterprise-zone/>

iv) Black Country Smart City Group

The Black Country Smart City Group aims to bring together interested agencies and stakeholders to develop a pipeline of projects and make recommendations on the development and delivery of the Green Growth Strategy. The Strategy aims to establish the Black Country as a leading centre for the manufacturing and deployment of key technologies and solutions underpinning the growing global low carbon economy with a particular focus in the energy, housing and transport industries. The Group reports to the LEP and does not make recommendations on funding decisions.

v) Black Country Skills Factory Non-Executive Management Board (Appendix 8)

The aim of the Black Country Skills Factory Non-Executive Management Board is to address the current shortfall in skills in the BC LEP Transformational Sectors (Advanced Manufacturing, Transport Technologies, Building Technologies, Environmental Technologies & Business Services) and increase the pipeline of suitably skilled staff to support the Black Country exploit the growth in these sectors. The Board reports to the BC LEP and does not make recommendations on funding.

vi) Black Country Culture, Creative Industries & Tourism Sub Board (Appendix 8)

The purpose of the Black Country Culture, Creative Industries & Tourism Sub Board is to provide a forum for leading CCT industry figures to engage with each other and with the BCLEP in a more effective and joined up way. Members will instigate industry led approaches and share best practice to boost the growth and competitiveness of the CCT sector and discuss issues of strategic relevance to the whole industry. Provide the Black Country CCT sector with a collective voice to highlight to the BCLEP barriers to business growth, enabling the removal of these barriers where appropriate, to help the CCT sector reach its full potential and support economic growth. Identify a set of shared Black Country wide opportunities and priorities for the growth of the CCT sectors,

including 'big ticket' item which could have a transformational effect. Provide expert leadership to other Black Country CCT Businesses. The Sub Board reports to the BC LEP and does not make recommendations on funding.

vii) Black Country Garden City Working Group (Appendix 8)

The Black Country Garden City Working Group will cover the whole spectrum of Black Country housing planning development matters to ensure the delivery of the agreed outcomes and thereby enhancing the supply of high-quality housing developments that meet the required targets of the Black Country LEP, and wider WMCA.

viii) Black Country Health and Care Task & Finish Group (Appendix 8)

The Group will focus on the Health & Care Sector to include employment, education and skills and other related areas to support the Black Country SEP's objective of ensuring the Black Country has a Health & Care Sector that meets the gaps in provision and ensures the right levels of skills and qualifications to meet the needs of businesses and customers within the Black Country.

1.3.7 Black Country Consortium Ltd (Appendix 28-29)

BCC Ltd is a company limited by guarantee (Incorporated Number 05159791) whose purpose is to champion the urban renaissance aspirations of the Black Country and more specifically to direct and support the delivery of the SEP. BCC Ltd provides the secretariat to the BC LEP and the financial and legal framework within which the BC LEP operates. The Black Country Local Authorities provide annual subscriptions as core funding to the business.

Further details concerning the activities of BCC Ltd can be found at

www.the-blackcountry.co.uk

A copy of BCC Ltd.'s Articles of Association are contained in Appendix 28. A copy of the BCC Ltd.'s Memorandum of Association are contained in Appendix 29. The Memorandum of Association is the document that sets up the company and sets out the objects (or purposes) of the company. The Articles of Association set out the rules about how the company is to be run, governed and owned, including the responsibilities and powers of the company's board of directors and the procedures for the appointment, remuneration, dismissal and retirement of the directors, etc.

1.3.8 Programme Management Office (PMO) (Appendix 9)

A dedicated, innovative and proactive Programme Management Office (PMO) has been established within BCC Ltd to support all aspects of SEP programme direction and management.

The PMO is led by the Head of PMO at the BCC Ltd with responsibility for the timely delivery of an integrated economic growth delivery programme for the Black Country. The PMO will provide project and programme management expertise to Team Black Country, ensuring projects are selected, planned, managed and closed using the principles of best practice project management. A key aspect of the role is to ensure resources are spent with regularity, propriety and provide value for money.

The PMO team works in close collaboration with the colleagues who provides strategic oversight, intelligence and advocacy to the BC LEP programme management and additional capacity to the PMO through the Black Country Economic Intelligence Unit. The role of the Joint Committee Programme Manager, and oversight of the Joint Committee Secretariat remains with the SAB (Walsall Council) and a summary of these responsibilities can be found at Section 3.F

The PMO will define a practical fit for purpose project management methodology based on best practice and deploy the Performance Management Information System (PMIS) – VERTO, a cloud-based system designed specifically for the public sector that supports programme and project management best practice (Prince2, MSP, P30, etc.).

The PMO will provide training and mentoring to Project Managers, Sponsors and team members from Team Black Country to ensure that the project methodology and supporting PMIS is fully understood and used. The PMO will enable Team Black Country to establish and develop project management as a core competency. The terms of reference and structure for the PMO are set out in Appendix 9.

1.4 Single Accountable Body

1.4.1 Democratic accountability for the decisions is provided through Black Country Local Authorities as detailed at paragraph 1.3.3. The use of resources is subject to the usual local authority checks and balances, as overseen by the SAB Section 151 Officer/Chief Finance Officer.

- A Statement of SAB (Walsall Council) Accounts is published on the Walsall Council website: <https://go.walsall.gov.uk/soa>.

1.4.2 SAB is responsible for ensuring that the Assurance Framework is being implemented along with the BC LEP Chair and Chief Executive of the BCC Ltd. The BC LEP Board and the SAB will make available resources to discharge these functions.

1.4.3 The following officers have signed the Assurance Framework to confirm acceptance of the responsibilities stated above:

- The Chief Finance Officers for each of the Local Authorities listed above;
- The Chief Executive of BCC Ltd;
- The BC LEP Chair;

1.4.4 BCC Ltd is the Managing Agent for the HVM Apprenticeships programme (part of the Black Country's City Deal). For the avoidance of doubt, Walsall Council are not the Accountable Body for these funds, which do not require an Accountable Body.

1.5 Local Authority Partnership Working Across the BC LEP

1.5.1 Black Country Executive Joint Committee (Appendix 10) ("BCJC")

1.5.1.1 Establishment and Role

The BCJC was established as an Executive Joint Committee by the Cabinets of Dudley MBC, Sandwell MBC, Walsall MBC and Wolverhampton City Council under the Local Authorities (Arrangements for Discharge of Functions Regulations) (England) Regulations 2012 No 1019. The BCJC is underpinned and its functions supported by the Collaboration Agreement.

The BCJC acts as a strategic body in relation to the Deal setting and reviewing objectives for strategic investment across the Black Country, providing a coherent single position on the major strategic issues, agreeing the allocation of spending and major priorities.

1.5.1.2 Membership

The BCJC is an Executive Joint Committee set up under statute whereby the seven principles of public life apply. Its membership comprises the four leaders of the respective Cabinets of each of the Black Country Local Authorities and the Chair of the BC LEP Board (appointed under statute) although the latter has a non-voting role.

1.5.1.3 Governance and Transparency

The BCJC is subject to the statutory access to information regime pursuant to Schedule 12A of the Local Government Act 1972 and the Local Authorities (Executive Arrangements) (Meetings and Access to Information) England Regulations 2012 No 2089. Notice of the time, place of meetings together with the business to be conducted and supporting reports are published in accordance with these regulations. This information, together with a Forward Plan of Key Decisions can be found at: https://go.walsall.gov.uk/black_country_joint_committee

Walsall Council, as Secretariat and Programme Manager for the business of the BCJC and its sub groups, is the designated responsible body for compliance with all requests for information pursuant to the Freedom of Information Act and Environmental Information Regulations. Further details can be found at:

https://go.walsall.gov.uk/About_the_Council/Freedom_of_Information_FOI

The four Local Authorities' Cabinets have delegated authority to the BCJC to exercise their Executive functions for the Deal. Therefore, when the BCJC approves a decision for the Deal it is acting, in effect, as Cabinet for each of the Black Country Local Authorities. Walsall Council, as Secretariat to the BCJC and Advisory Board, reports to the BCJC, following which the BCJC may authorise signature by Council officers without having to go to individual Cabinets for each authority to do so. Given this delegated authority, all four Local Authorities will be required to amend their internal grant approval processes (e.g. approval to give out and receive grants) to reflect the arrangements.

A strong audit trail is at the heart of decision-making, with the establishment of informed reporting processes and provision of update reports in accordance with the Access to Information requirements and the general principles of open and transparent decision-making. The reports to the BCJC are drafted in conjunction with officers at the lead Local Authority, including finance and legal services, and the SRO (or SSRO) of the project, and are in a standard template form and contain relevant sections regarding project activity and outcomes, finance, legal and equalities issues.

As a formally created and legally constituted Executive Joint Committee, the BCJC's decisions are subject to each of the Black Country Local Authorities' statutory Overview and Scrutiny processes, as detailed in paragraph 3.5.

The conduct of all meetings of the BCJC is undertaken in accordance with Walsall Council's Constitution as the Secretariat to the BCJC, which was adopted in accordance with the Secretary of State Statutory Guidance: New Councils Constitutions: Guidance to English Authorities.

1.5.1.4 Democratic Accountability

The BCJC will be the place where any conflicts between the BC LEP and the SAB for the Deal, such as inability to implement a BC LEP decision, can be resolved through the project approval mechanism and update mechanism as well as a dispute mechanism. These are as detailed in the Collaboration Agreement.

1.5.1.5 BCJC - Delegated Authority

The BCJC approved the Delegation of Authority to the Executive Director for Economy and Environment within Walsall Council in his role as Chair of the **Heads of Regeneration Working Group** to:

- Deploy a Change Control process to “in-flight” projects previously approved by the LEP Board and the BCJC within a clearly stated range of Project Tolerances;
- Approve New Small Projects up to 10% total value of in year grant.

For changes of up to 10% approved under Delegated Authority throughout the year, the Chair of the Working Group will be required to consult with the Section 151 Officer at the **SAB** (Walsall Council) and the Chief Executive of the BCC Ltd only.

For changes at year end approved under Delegated Authority, the Chair of the Working Group will be required to consult with:

- the Chief Executive of the BCC Ltd,
- the Section 151 Officer at the **SAB** (Walsall Council),
- the Head of Regeneration for the appropriate geographical area/s,
- the Chair of the BCJC.

Any delegated Key Decision(s) (a decision relating to over £100,000 of funding) to be taken by the Chair of the Working Group is removed from BCJC Forward Plan, and a record of the decision taken together with supporting report are recorded for noting by the BCJC Secretary.

1.5.1.6 Collaborative working across the sub-region

Working in partnership

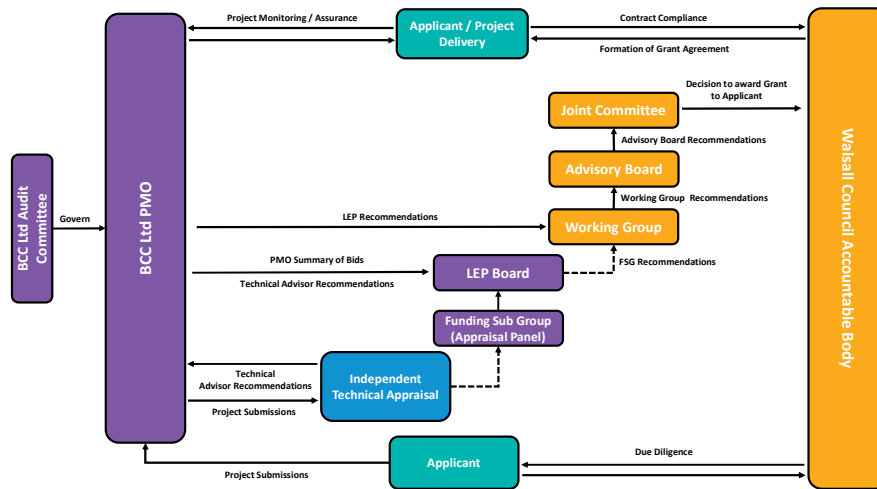
The BC LEP and the Black Country Local Authorities, which form the BCJC, work in partnership together. The BCJC makes the decisions on funding awards and project approvals, following the recommendation to do so from its Advisory Board. The Advisory Board reviews and appraises BC LEP Board’s recommendations on strategy and funding awards.

1.5.1.7 The Collaboration Agreement (Appendix 13)

Underpinning the collaborative operation of the BCJC is the Collaboration Agreement. The Collaboration Agreement establishes a framework for joint working in relation to the functions of the BCJC and across the region in the wider context of the Deal (**including the support and advice structure**). The Collaboration Agreement places responsibility on all four Black Country Local Authorities for the underwriting of the Programme. The Collaboration Agreement reflects the delegated authority from each of the Black Country Local Authorities’ Cabinets to the BCJC.

The Collaboration Agreement also includes the process for resolving any conflicts between the BC LEP and **SAB**, for example, when a BC LEP decision cannot be implemented.

The Collaboration Agreement also sets out the BCJC support and advice structures as well as the decision making and oversight arrangements:



1.5.1.8 Black Country Joint Committee Advisory Board (Appendix 11)

The Black Country Joint Committee Advisory Board was established by the four Black Country Local Authority Cabinets and the BC LEP. The Advisory Board acts as a strategic advisory body reviewing, updating and recommending to the BCJC objectives for strategic investment across the Black Country in relation to the Deal.

Membership of the Advisory Board includes four private sector representatives nominated by the BC LEP and four Cabinet members for regeneration (or their nominees) for Black Country Local Authorities. Four voting members of the Advisory Board shall constitute a quorum. Other private sector BC LEP Board members act as nominees for the named private sector Advisory Board members and provide a pool of additional expertise on a rotational basis. The Executive Directors of the Black Country Local Authorities with responsibility for regeneration and a BCC Ltd representative may attend the meeting as non-voting members.

1.5.1.9 Black Country Heads of Regeneration/ Working Group (Appendix 12)

The Black Country Heads of Regeneration Working Group comprises the four Local Authority Heads of Regeneration or their nominated representatives (voting members), BCC Ltd.’s Chief Executive, the Black Country Director of Transport and a private sector BC LEP Board Member (non-voting members). The overall role of the Working Group is, with support from the PMO and the Joint Committee Programme Manager and the SAB Team, to devise, oversee, manage and monitor the programme, review and evaluate on a regular basis ongoing individual project’s progression and delivery against the business case for the project (including any key milestones, financial spend and compliance with any central Government grant terms) and report and make recommendations and provide updates to the Advisory Board as appropriate.

1.5.1.10 Project Updates

The governance structure described in the preceding paragraphs includes a reporting mechanism to provide each of the BCJC’s sub-committees/sub-boards with project updates. The SAB, through the Joint Committee Programme Manager, is responsible for coordinating the provision of this information and ensuring these updates are provided to the Advisory Board and the BCJC, as set out in the Collaboration Agreement. The Project Status Report (PSR) is designed to provide the PMO with an accurate assessment of the current state of the project. It will provide the PMO with the latest set of information against the following headings: Project Health, Timelines, Risks and Issues, Spend and Claims forecasts and actuals, and an update on outputs delivered / to be

delivered. A summary of the information contained within the PSRs is provided to the BC LEP and BCJC and their subcommittees.

1.6 'Team Black Country'

1.6.1 The Parties to the Assurance Framework collectively are 'Team Black Country'. They agree to the approach to working in partnership across the BC LEP area, as an ongoing process, reflecting the recognition that closer integration of the skills and resources of the Black Country Local Authorities can enhance the effectiveness and efficiency of SEP delivery. A culture of collaboration, reducing areas of duplication and aligning skill sets, offers the potential to achieve real efficiencies in the management and delivery of SEP programmes. Team Black Country recognises the shared issues and challenges across the Black Country and the benefits to be derived from a more responsive and agile resource management process to meet the variable needs across the Black Country and between programme areas. A range of key growth-related activities can operate on a pan-Black Country basis and Team Black Country will provide the mechanism for more coordinated and efficient delivery of such activities.

1.6.2 A set of principles has been endorsed by the BC LEP Board as the framework for Team Black Country to guide cultural change and working practices amongst the Black Country Local Authorities:

- i. It is in our joint interests to progress Team Black Country. It is the logical next step to closer collaboration in a time of austerity but also an opportunity for the BC LEP.
- ii. We need a mind-set, which is - Black Country first. We will all benefit when we work jointly for the Black Country's benefit.
- iii. We need honesty, seniority and leadership from officers of the four local authorities.
- iv. We must be prepared to use time, resources and people to help one another out, not just between the Local Authorities but also drawing in other public and, importantly, private sector and voluntary sector expertise.
- v. There will never be a precise correlation between what we put in and what we get out. That is fine.
- vi. We will empower the PMO and agree to work positively with the Local Authorities. They will challenge each of us as they rightly should. They will be responsible for ensuring delivery of the Black Country Programme and we are choosing to employ them to assist us to make a step change in programme delivery and programme/pipeline development. We help their success and they help our own.
- vii. When we are successful it is to all of our credit. It is likely a lot of that credit will be badged at the BC LEP's. It is in our interest for this to happen, for it is through BC LEPs that money is flowing and we are in a national competition for resources and attention. Political credit will always be secured too.
- viii. Team Black Country will operate with pace. It will be fluid and it will spot and take opportunities. Its processes will be as slick as possible and its governance diligent but proportionate.
- ix. Team Black Country will be positive for our officers and their future development. It gives us a chance to stretch and develop our own capability locally: A Black Country 'talent pool'.
- x. A pooled approach to resourcing project development costs for pan-Black Country initiatives and to address strategic opportunities will support a more responsive approach to delivery.

- xi. Where any Local Authority or partner, or their staff, are not working in accordance with our Team Black Country approach we will deal with it quickly and honestly. When we make decisions together we will stick to them. We will act as if bound by 'Cabinet collective responsibility'.

1.6.3 Black Country Transport Officers Group (Appendix 23)

The Black Country Transport Officers Group has been established to provide technical and policy advice to the BC LEP, BCJC and Advisory Board and to the West Midlands' Strategic Transport Officers Group on transport matters, co-ordinate technical views, option appraisals and strategic/background information in relation to individual schemes or higher-level transport interventions and to develop, conduct initial appraisal and advise upon transport schemes. The Group comprises of officers from the four Black Country Local Authorities, Transport for West Midlands (previously Centro), Network Rail, Highways Agency and the Department for Transport by invitation.

The post of Black Country Director of Transport, responsible to the Managing Director of Wolverhampton City Council, has been established to focus on the development of well evidenced transport schemes that can be developed into a strong pipeline. This includes working with partners on scheme design and development, identifying funding sources and ensuring scheme delivery as part of the SEP.

In addition, the Black Country Director of Transport inputs into the Black Country Core Strategy Review and acts as a member of Team Black Country to put the Black Country in a strong position in any joint working and funding arrangements. Further information on the Black Country Core Strategy can be found at <http://blackcountrycorestrategy.dudley.gov.uk/> .

1.6.4 European Union Technical Assistance Team (EU Technical Assistance Team)

Walsall Council acts as the Accountable Body for the European Union Technical Assistance Team on behalf of the Black Country. The role of the team includes programme monitoring, compliance and performance management, together with intervention design and management where action to get the programme's projects back on track is required. The Team also provides guidance for individuals and organisations through the European Regional Development Fund (ERDF) application processes to successful approval, successful project initiation, delivery and completion.

The work of the Team will continue throughout the new programme, however, future continuation of the service is dependent on negotiations on the UK's exit from the EU.

1.6.5 Collaborative Working Task Group

This group brings together legal, finance and internal audit officers of each local authority together with the SAB team and the BCC Ltd working on the development of BC LEP, BCJC and other collaborative structures and the administration and management of the various funding streams. This is to ensure that there is a collective understanding of roles and purpose with the aim of working towards a seamless Black Country management of these areas of activity, and there is consistent application of policy across the Black Country.

1.7 **Cross LEP Working and Engagement**

- 1.7.1 The BC LEP recognises the importance and value in cross-LEP working, working closely with LEPs across the West Midlands to realise greater outcomes to economic issues and opportunities. The BC LEP also actively participates in the work of the WMCA and the Midlands Engine for Growth.

The BC LEP is a key partner with the WMCA, leading on the provision of economic intelligence, strategic leadership on the development of the SEP for the WMCA and coordination of the emerging Monitoring and Evaluation Plan for the first devolution deal. The BC LEP also provide the secretariat support for the WMCA SEP Board. The three Local Enterprise Partnerships across the West Midlands work jointly on a range of matters including the commissioning of an innovation audit for the three LEP geography.

The strategic and policy context for activity at this level is provided by the family of SEPs comprising the WMCA SEP and the three LEPs' individual SEPs (covering Coventry and Warwickshire and Greater Birmingham and Solihull as well as the Black Country).

The Midlands Engine for Growth brings together nine LEPs, including the BC LEP, which together with their Local Authorities, universities, businesses and other partners have come together to respond to the Government's economic and productivity challenges. Partners have agreed to collaborate around promotion, innovation, access to finance – through the Midlands Investment Fund in collaboration with the British Business Bank, skills and, through Midlands Connect, transport connectivity.

1.7.2. Roles and Responsibilities of WMCA and the 3 LEPs

The National Assurance Framework sets out requirements for LEPs in MCA areas to publish a statement in their Local Assurance Frameworks by 28th February 2019 on their respective roles and responsibilities.

The Strengthened Local Enterprise Partnerships (July 2018), provides guidance on the content of these agreements:

- 1) **“Advisory and challenge function:** how local partners will ensure that there is a strong, independent voice for the Local Enterprise Partnership in the decision making process within mayoral areas, and that the Local Enterprise Partnership Chair and Board are able to draw directly on appropriate support and expertise from staff.
- 2) **Alignment of decision-making across a clear geography:** how local partners will work together to ensure a clear, transparent decision-making process which minimises the impact of differences in organisations' geographical boundaries. To assist with clarity and transparency, we would encourage areas to move towards coterminous Local Enterprise Partnership and mayoral combined authority boundaries, but recognising that this will not be possible in all cases.
- 3) **Accountability:** how the formal accountability relationship between the Local Enterprise Partnership and the mayoral combined authority will work. We would expect local partners to designate the mayoral combined authority as the formal Accountable Body for the Local Enterprise Partnership in terms of handling public money.
- 4) **Efficiency and corporate identity:** how the Local Enterprise Partnership and the mayoral combined authority will work together in their approach to staffing, branding and other resources and assets.
- 5) **Overview and scrutiny:** how the Overview and Scrutiny Committees of the mayoral combined authority and local authorities will interact with the Local Enterprise Partnership.”

The statement below sets out the arrangements in the West Midlands. It is recognised that this statement will need to be updated when the West Midlands Local Industrial Strategy (WM LIS) has been published, its implementation plans agreed and resources to deliver it allocated. Respective roles and responsibilities will need to evolve to reflect what is required.

LEP Membership and participation with the WMCA and its associated boards/groups

The three Local Enterprise Partnerships in the West Midlands Combined Authority (WMCA) area, Black Country (BC), Coventry & Warwickshire (CW) and Greater Birmingham and Solihull (GBS) are all non-constituent members (NCM) of the WMCA and have been since its formation. The three LEP Chairs sit on the WMCA Board. As NCMs, the LEPs have a clear role as set out in the WMCA's Constitution and defined voting rights:

NCM Voting Rights

Members appointed by Non-Constituent Authorities may vote on the following matters: -

- (i) adoption of growth plan and investment strategy and allocation of funding by the Combined Authority;*
- (ii) the super Strategic Economic Plan strategy along with its implementation plans and associated investment activity being undertaken using funding provided to the Combined Authority;*
- (iii) the grant of further powers from central government and/or local public bodies that impacts on the area of a Non-Constituent Authority;*
- (iv) land and/or spatial activity undertaken by the Combined Authority within the area of a Non-Constituent Authority;*
- (v) public Service reform which affects the areas of Non-Constituent Authorities*
- (vi) areas of LEP activity relevant to the Non-Constituent Authorities through geographical location or as part of a joint committee;*
- (vii) all Combined Authority matters concerned with education, employment and skills, enterprise and business support, access to finance, inward investment, business regulation, innovation, transport, environmental sustainability, housing, economic intelligence, digital connectivity and regeneration;*
- (viii) future use of business rate retention funding generated beyond that retained within new and existing Enterprise Zones;*
- (ix) specific decisions to bid for and allocate revenue and capital funding provided to the Combined Authority for use in economic development activities;*
- (x) investment activity related to transport and connectivity, not funded by the transport levy and current Maintenance and Integrated Transport blocks.*

Any vote including Members appointed by Non-Constituent Authorities will be carried on a simple majority subject to the requirement of standing order 19.4 that there is a majority of two-thirds of Constituent Members.

Members are responsible to the electorate and their appointing Constituent Authorities or Non-Constituent Authorities and serve only so long as their term of office lasts.

The WMCA's Constitution sets out that the "Combined Authority will exercise functions relating to economic growth including but not limited to setting a Combined Authority strategic economic plan and investment strategy in consultation with the Non-Constituent Members".

The LEPs have played a driving role in the creation of the SEP and the LIS for the West Midlands and in the work of the **Strategic Economic Development Board**. This Board is chaired by the LEPs and is a strong collaboration of LEPs and local authorities. The Board's remit is to:

- Advise the Combined Authority Board on overarching economic strategy and narrative;
- Prepare and champion an overarching SEP, incorporating the associated LIS and amend as necessary for approval by the Combined Authority Board;
- Manage performance and evaluation of progress in delivering the SEP and LIS.

LEPs are also represented via, Chairs, Board Directors or officers on all the other key boards/groups in the WMCA sub-structure that relate to economic development. This enables LEPs to have a strong voice in development of policy, strategy implementation and funding decisions. This helps to bring the local expertise of LEPs and the experience of the private sector to bear in WMCA decisions and supports the collective desire for the different organisations to add value, play to their strengths and avoid duplication.

LEPs are active members on the following parts of the WMCA structure:

- **Audit, Risk & Assurance Committee – C&W LEP on behalf of the 3 LEPs**

The Audit, Risk and Assurance Committee is a key component of the WMCA's corporate governance. It provides an independent and high-level focus on the audit, assurance and reporting arrangements that underpin good governance and financial standards.

The purpose of the Audit, Risk and Assurance Committee is to provide independent assurance to the Authority of the adequacy of the risk management framework and the internal control environment. It provides independent review of the governance, risk management and control frameworks and oversees the financial reporting and annual governance processes. It oversees internal audit and external audit, helping to ensure efficient and effective assurance arrangements are in place.

- **WMCA Investment Board – BC LEP, C&W LEP, GBSLEP**

Make investment decisions for the Combined Authority relating to applications made in accordance with the investment program that underpinned the devolution agreement, and any other investment proposals; including the Collective Investment fund, and Land Remediation Fund and any other funds that the Combined Authority appoints Finance Birmingham to Fund Manage in the future.

Recommend these decisions to the Combined Authority Board for approval.

- **WMCA Employment & Skills Board - BC LEP, C&W LEP, GBSLEP**

To be finalised by WMCA.

- **WMCA Housing and Land Board – C&W LEP and GBSLEP**

To prepare a Housing, One Public Estate and Land Remediation Strategy for consideration by the Combined Authority Board to deliver the Housing, One Public Estate and Land Remediation Delivery Strategy.

- **West Midlands Innovation Board (WMIB) – BC LEP**

The purpose of the WMIB is to support the growth of research and innovation collaboration in the region and develop a clear, coherent and co-ordinated West Midlands offer to business, government and funders, working with others in the West Midlands and wider-Midlands innovation ecosystem. The WMIB reports to the WMCA SED Board and is chaired by the private sector.

- **Public Service Reform – BCC Ltd (Chief Executive)**

To advise Combined Authority Board on Public Service Reform strategy and policy.

To co-ordinate strategy and working group activity and work programmes.

To present Public Service Reform models and proposals to the Combined Authority Board.

Independent Secretariat

The three LEP Chairs and their Boards are supported by independent secretariats who provide them with appropriate support and advice. LEP officers work closely with partners and stakeholders to ensure that Directors are informed by the views of the broader business community, local authorities and the academic sector. Each LEP provides strategic leadership within their associated areas which helps support, sustainable private sector growth and the creation of jobs, enable innovation, encourage inward investment, engage with local businesses to deliver more effectively and support sustained development of skills for future productivity.

Subsidiarity – the value-add test

The WMCA and the LEPs are committed to having clear, transparent decision-making processes in place which work on the premise of subsidiarity. A suite of Assurance Frameworks are in place which strive to meet best practice guidance and will all adhere to the National Assurance Framework by the end of March 2019.

Decisions relating to each funding stream are made in adherence with the appropriate Assurance Framework for that fund. This helps to ensure that the right organisation and individuals are accountable for that fund and decisions are made on a consistent and equitable basis.

Where projects meet shared priorities and are seeking funding from the WMCA and a LEP, a lead organisation will be agreed. It will be the responsibility of that organisation to take the project through its Assurance Framework and make an independent assessment of the business case which it will share. If the project is successful in its request for funding, the lead partner will monitor delivery, providing assurance to the other partner. This process will ensure that projects only need to follow one process and complete one set of reports.

Accountable Body

The three LEPs each have a single local authority as their Accountable Body and S151 officers who assess the administration of their financial affairs to ensure that appropriate processes are in place which aid transparency, give appropriate control and support the delivery of expected outputs.

Each LEP in meeting its objectives is accountable for the management of any funding programmes that may be assigned to it together with its own designated Accountable Body. Each work within their agreed local Assurance Framework and take reference of any subsequent government requirements or that of other funding agencies.

The WMCA has separate Accountable Body arrangements.

Where programmes and projects meet shared priorities and are funded through new funding streams, a decision will be made as to the most appropriate Accountable Body to use given the focus of the fund and the body who administers it. The principle of subsidiarity will apply to this decision.

Collaboration and Cross LEP working

The WMCA and LEPs are committed to working together to deliver shared opportunities and challenges and in doing so making the best use of collective resources, experience and expertise.

The three LEPs have a strong track record of working together, pooling funding and skills to deliver shared priorities, for example, the Advanced Manufacturing Supply Chain Initiative, the development of the Midlands Engine Investment Fund, collaboration across the three Growth Hubs and joint investment in Energy Capital. The work with the WMCA builds on this history.

The development of the WMLIS is a good example of how this happens in practice. Development of different elements of the strategy and the delivery plans have been led by the most appropriate part of the partnership. The LEPs have been responsible for the sector plans, developing these on a 3 LEP basis and in recognition of the close links LEPs have with business and work that they have done to date with the sectors themselves.

The sector action plans have been developed in partnership with key industry organisations, ensuring the plans are business-led.

Evidence and data is still an extremely important part of the LIS evidence base, but the addition of qualitative, expert insight is powerful when demonstrating the strength of a sector locally. Furthermore, the spatial dimension of each sector has been explored; this helps us to identify where in the region each sector is particularly strong.

- **BC LEP** leads on four sector action plans: metals and materials, construction, aerospace and rail.
- **GBSLEP** leads on five sector action plans: Life sciences, Creative Industries, Business, Professional & Financial Services, Energy & Low Carbon and Food & Drink.
- **C&WLEP** leads on two sector action plans: Automotive and Logistics

The WMCA coordinated the cross-cutting elements of the strategy, working with LEPs and higher education institutes:

- 4 Grand Challenges – Artificial Intelligence and data; Ageing Society; Clean growth; and Future mobility;
- 5 Foundations of Productivity: ideas, people, business environment, infrastructure and places.

The WMCA led on the identification of the four Strategic Opportunities.

The BCC Ltd has particular skills and expertise in economic data and so provided much of the evidence that underpinned the strategy. This included collating existing knowledge, carrying out further evidence work, working with BEIS analysts, sharing expertise with Greater Manchester and setting up an independent “expert panel” to review evidence. This has allowed the WMCA to develop the WM LIS confident that it understands the needs of businesses and communities in the region. [Link to WM LIS Evidence Base.](#)

Scrutiny

The WMCA has an Overview and Scrutiny Committee which inputs into policy development and also scrutinises decisions. Each LEP has a private sector representative who sits on the committee, bringing a business perspective to discussions.

Each LEP also has its own scrutiny arrangements.

BC LEP reports on an Annual Basis to each Black Country Local Authority’s Overview and Scrutiny Committee – Dudley MBC, Sandwell MBC, Walsall MBC and City of Wolverhampton. The LEP’s decisions in relation to funding are also submitted to the BCJC, the decisions arising from this meeting are subject to local government scrutiny arrangements to include “request for call-in”. The LEP also has an independent

annual review undertaken by their appointed external auditors, which incorporates a compliance review on performance against the Assurance Framework.

The GBSLEP has a Joint Overview and Scrutiny Committee comprising of backbenchers from its nine local authority members. The Committee has a three-year work programme which will explore GBSLEP's strategy and delivery plans in detail. The Committee has been invited to submit evidence and recommendations to the GBSLEP Board on an annual basis to support the GBSLEP's desire to continuously improve. As well as overview work, the Committee can also "call-in" decisions of the LEP's Supervisory Board which is a formal part of the LEP's governance arrangements in relation to key funding decisions.

CWLEP alternatively addresses the need for audit and scrutiny of all its activities with the engagement of independent expert professional practices. The principal aim of which is to ensure the LEP is operating effectively as per the terms of its agreed assurance framework. CWLEP also ensures it has clear and transparent independent audit of its outputs in terms of value for money and governance, which is undertaken using an external supplier and / or by peer-to-peer review.

The geographical make-up of the BC LEP, the WMCA and the Midlands Engine areas is illustrated below.

1.7.2 West Midlands LEP Chairs

West Midlands LEP Chairs meet approximately quarterly to discuss issues of common concern and to consider and develop areas of joint working. The meeting is supported by regular meetings of LEP Senior Officers.

Information on individual West Midland LEPs can be found via the following links:

Coventry and Warwickshire LEP: www.cwlep.com

Greater Birmingham and Solihull LEP: www.centreofenterprise.com

The Marches LEP: www.marcheslep.org.uk

Stoke and Staffordshire LEP: www.stokestaffslep.org.uk

Worcestershire LEP: www.wlep.co.uk

1.7.3 Cross-LEP groups also meet to focus on specific issues such as transport and finance. The cross-LEP statement on transport is set out at Appendix 14.



BUSINESS-LED PARTNERSHIP OF PRIVATE, PUBLIC AND ACADEMIC SECTORS

The area covered by the Black Country LEP has a population of 1.2 million, contains 445,000 jobs and has a GVA of £20.2 billion.



LEGAL BODY WITH POWERS OF DECISION MAKING

WMCA is based on the functioning economic geography of three LEP areas: Greater Birmingham & Solihull, Black Country and Coventry & Warwickshire. Ninety per cent of the area's population of 4 million live and work in this area. The region's economy is worth £80 billion of GVA.



COLLABORATION OF 9 LEPs, 64 LOCAL AUTHORITIES, 27 UNIVERSITIES

The Midlands Engine region stretches from Wales to the North Sea and the northern Home Counties to the Peak District. It covers a population of just over 10.7 million people and makes an annual contribution of £213 billion in GVA to the national economy.



SECTION 2

Transparent Decision Making

2.1 Governance Overview

2.1.1 Governance Protocols

- a. The Secretariat to the BC LEP will be provided by BCC Ltd.
- b. The BC LEP may establish such groups or committees as may be necessary to facilitate the conduct of its business. For the time being they will comprise the Sub-Groups and Theme Advisory Groups set out at paragraph 1.3.5 and the informal and time limited Groups set out at paragraph 1.3.6.
- c. The BC LEP Board is established in accordance with the Local Enterprise Partnership National Assurance Framework (version 3 – January 2019) and its proceedings will, as far as possible, be conducted in accordance with the requirements of this Framework Agreement and with the BCC Ltd.'s Articles of Association. The arrangements for audit and scrutiny of the LEP are outlined in paragraph 3.5.
- d. The BC LEP Board will elect a private sector member to act as Deputy-Chairman.
- e. The Chairman or in his absence the Deputy Chairman, may call a meeting of the BC LEP Board at any time, giving not less than seven days' notice.
- f. Where an emergency meeting is called, the notice period may be waived and the reason for doing so will be recorded in the minutes of the meeting.
- g. Notwithstanding the requirements of the Access to Information Rules (see sub-paragraphs j and k of this paragraph below) meetings will be attended by:
 - i. Board members;
 - ii. the BCC Ltd.'s Chief Executive as head of the BC LEP Partnership Secretariat and such members of their staff that they require to support them in this role;
 - iii. the Black Country Local Authorities Leaders or their nominated representative;
 - iv. other observers by resolution of the BC LEP Board or at the request of the Chairman where expert input is required for a particular discussion item;
 - v. BEIS Regional Director or Liaison Officer;

BC LEP SAB 151 Officer or nominated finance officer may attend Board Meetings and Board agenda setting meetings as non-voting member.

Quorum

- h. No business will be transacted at a meeting of the BC LEP Board unless a minimum of eight Members of the BC LEP Board are present (at least six of whom shall be private sector representatives and two of whom must be local authority Elected Members). Two Local Authorities must be represented at the BC LEP Board in order for it to be quorate. Local Authority Elected Members must nominate a representative who should be a cabinet portfolio holder to act as their deputy (in line with paragraph 1.3.3).

Voting and Decisions

- i. All decisions by the BC LEP will be made with a consensus approach. If necessary a vote will be taken. Any decisions put to the vote shall be decided by a majority of the Members present and voting at that BC LEP Board meeting. Voting shall be by such means as may be agreed by the Members present at a meeting provided that the Chair or any Member may request a vote to be taken by a show of hands on any resolution or business before a meeting.
- j. All Key Decisions due to be taken by the BC LEP Board will be published within a Forward Plan, which will need to be published online for a period of 12 calendar days prior to the meeting. Any changes to the Key Decisions to be taken which deviate from the published Forward Plan will need to be agreed by the BC LEP Chair and BCJC Chair and included in the agenda, which will be published 5 working days before a meeting of the BC LEP Board.

Audit

- k. A strong audit trail is at the heart of decision-making, with the establishment of informed reporting processes and provision of update reports in accordance with the Access to Information Requirements and the general principles of open and transparent decision-making.

The reports to the BC LEP are drafted in conjunction with officers at the lead Local Authority (SRO or SSRO), including consultation with their finance and legal services at the Advisory Board stage, and are in a standard template form which contain relevant sections regarding finance, legal and equalities issues.

Audited Accounts are published and available on BCC Ltd website (<https://www.the-blackcountry.com/about-us/annual-accounts>), in addition these can be accessed on Companies House webpages (<https://beta.companieshouse.gov.uk/company/05159791/filing-history>).

See also paragraph 3.5.

Access to Information Rules and Freedom of Information requests and Governance and Transparency

- l. The BCLEP is subject to the statutory access to information regime pursuant to Schedule 12A of the Local Government Act 1972 and the Local Authorities (Executive Arrangements) (Meetings and Access to Information) England Regulations 2012 No 2089. Notice of the time, place of meetings together with the business to be conducted and supporting reports are published in accordance with these regulations. This information, together with a Forward Plan of Decisions can be found at: <https://www.blackcountrylep.co.uk/about-us/transparency/>
- m. In regard to confidential reports the process to handle information which is not to be placed in the public domain the reports will be marked Private and watermarked "Exempt Information". Where the LEP is aware that it holds "confidential information" under The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 (where applicable). This includes:
 - i. Information provided by a government department on terms which forbid the disclosure of the information to the public;
 - ii. Where disclosure to the public is prohibited by a court; or
 - iii. Where the LEP 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, and legal professional privilege and in connection to the investigation or prosecution of a crime.

- n. Meetings of the BC LEP Board will, in addition to these protocols, comply with the Access to Information Rules set out at Appendix 15.
- o. Freedom of Information and Environmental Information Regulation requests will be dealt with by Walsall Council as the SAB for the LEP, supported by all parties to this Assurance Framework where necessary.
- p. If the BC LEP Board agrees at any time in the future to establish any Sub-Group with delegated powers in respect of any of its functions, the meetings of that Sub-Group will also comply with the Access to Information Rules.

Minutes

- q. Subject to the requirements of the Access to Information Rules, minutes of the BC LEP Board proceedings will be drawn up and kept electronically, as will all BC LEP Board papers. The minutes shall be submitted by the Secretariat to the BC LEP to the next meeting for approval as to their accuracy. The minutes as approved shall be received as conclusive evidence of the facts stated therein and the meeting had been duly convened and validly held. In addition, a decision notice will be published on the website within 5 working days of a meeting of the BC LEP Board, which will capture the outcomes of the meeting.
- r. The names of the Members present at a meeting shall be recorded in the minutes. If any officer or employee of BCC Ltd or any other organisation attends the meeting, the name of that officer or employee shall be recorded as being in attendance.
- s. Minutes are available to the public on the BC LEP website:
<http://www.blackcountrylep.co.uk/about-us/our-board/lep-board-meetings>

Engagement Events

- t. The BC LEP Board will hold periodic open events for discussion and engagement with the private sector and other stakeholders to monitor and discuss the progress of the BC LEP at such time and place as the BC LEP Board may from time to time determine.

Annual Review

The BC LEP Board will publish an annual review document detailing its activities. This will be distributed to stakeholders and be available on the BC LEP website www.blackcountrylep.co.uk.

2.1.2 Review of the Assurance Framework

This Assurance Framework will be reviewed annually by the Joint Committee Programme Manager and Chief Executive of BCC Ltd, or more frequently if required by Government, and variations will only be proposed after consultation with the BC LEP Board and the Section 151 Officer of the SAB (Walsall Council) for the BC LEP Funds.

2.1.3 Code of Conduct of Board Members

All Board members of BC LEP must conduct business in accordance with the Nolan principles of public life:

a. Selflessness

Holders of public office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

b. Integrity

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

c. Objectivity

In carrying out public business, including making public appointments, awarding contracts or recommending individuals for rewards and benefits, holders of public office should make choices on merits.

d. Accountability

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

e. Openness

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

f. Honesty

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

g. Leadership

Holders of public office should promote and support these principles by leadership and example.

2.2. Registration and Declaration of Interests (Appendix 16)

2.2.1 Members of the BC LEP Board must register their interests. All BC LEP Board Members must take personal responsibility for declaring their interests and avoiding a perception of bias as detailed in the LEP Governance and Transparency Best Practice Guidance available at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/679430/LEP_Governance_and_Transparency_Best_Practice_Guidance.pdf

2.2.2 Members must act in the interest of the whole BC LEP area and not in the interest of their sector or geographical area.

2.2.3 Completed registration of interest forms will be available on the BC LEP website <http://www.blackcountrylep.co.uk/about-us/our-board>

2.2.4 It is also recognised that there needs to be an approach to managing the interests of officers engaged in the BC LEP programme of work. This has been addressed by implementing an agreed approach to management of conflicts of interest at all levels of the BCJC and BC LEP activities.

A flow chart depicting how we manage conflicts of interest at all stages of the project lifecycle is available at [Appendix 36](#).

2.3. Gifts and Hospitality (Appendix 16)

2.3.1 Gifts and hospitality policy for all BC LEP Board, will be in accordance the BC LEP's Code of Conduct will be used to declare any gifts or hospitality available at [Appendix 16](#).

2.3.2 For the avoidance of doubt you are required to notify the Company Secretary of any gifts or hospitality with an estimated value of at least £50 which you receive in your role as a member or co-opted member of the LEP Board. You must inform the Company Secretary of any such gifts or hospitality within 28 days of receiving them so that the details can be entered in the record held by the Company Secretary.

2.4. Stakeholder Engagement

2.4.1 The BC LEP's SEP sets out in detail the priorities. The BC LEP Marketing Strategy (Appendix 30) and Stakeholder Engagement Plan (Appendix 31) including themed Communication Plans (Appendix 32) are aligned to the priorities and lay out the principles and approach to engagement undertaken by Team Black Country. In essence, the Strategic approach embraces cross programme and project working encompassing the three strands of work framing the SEP: People, Business and Place. Each sub group theme lead holds a dedicated Communication Plan identifying and detailing pieces of work that complete and support the programme priorities. To ensure information sharing and maximise the additionality of multiple themes both at project and ground level, a strategic top line Communication Plan supports the SEP and Stakeholder Engagement plan.

2.4.2 The Stakeholder Engagement Plan identifies key partners, events and opportunities where key partners, beneficiaries and the wider private sector and general public can get involved with agreed methods of engagement.

Stakeholders will be able to contact the BC LEP via the contact form on the website at <http://www.blackcountrylep.co.uk/contact-us>, or through social media @blackcountrylep. In addition to this, the PMO produces regular dashboards on delivery and output, which can be found here: <http://www.blackcountrylep.co.uk/about-us/plans-for-growth/black-country-growth-deal/>

2.4.3 The BC LEP website (and supporting themed / project websites) is the key communication tool: all information regarding BC LEP is featured with clear menu and directory functions; news stories, business profiles and case studies on project successes bring the work of the BC LEP alive; a complete section around Government funding opportunities encouraging applications from public, private and third sector with routes to support and enquiry.

The BC LEP website carries in several places, for ease of access, key documents and the various opportunities available to businesses and investors to set out clearly and succinctly the eligibility criteria, timeframes and processes, with contacts for further information, mechanisms for maximising the social value of its investment funding as well as to provide and feedback on and promote the successful projects, their progress, relevance to the SEP priorities and completion on an ongoing basis. A dedicated project page carries funding project information and map with an investment summary. The dedicated project page is available at <https://www.blackcountrylep.co.uk/lep-projects>

BCJC decisions on projects are also published on the website as soon as available following meetings. Project Case Studies are available here: <http://www.blackcountrylep.co.uk/about-us/plans-for-growth/growth-deal-case-studies/>

The 'Contact Us' section on the website affords any individual or business the opportunity to request information, signposting or further contact through the Marketing Team.

- 2.4.4 A comprehensive programme of electronic monthly newsletters across all themes will be distributed to stakeholders throughout the Black Country, wider West Midlands and national partners informing of current and planned BC LEP activity, how to get involved and opportunities. This is distributed by a dedicated and structured Mail Chimp account.
- 2.4.5 A planned cross theme Social Media Programme identified in the Communications Plan provides a platform for information sharing as well as updates concerning all programmes and project activity via the LEP Twitter site [@blackcountrylep](#).
- 2.4.6 A cross theme calendar of events is part of the Communications Plan and is made available on the BC LEP website www.blackcountrylep.co.uk.
- 2.4.7 An on-going PR campaign will inform stakeholders of BC LEP activity, linked into the website, social media and E-news.

2.5. Arrangements for Developing Prioritising, Appraising and Approving Projects

The details of arrangements for the development, prioritisation and appraisal and approval of projects are set out at Section 4 of this Framework Agreement.

2.6. Social Value

The Black Country Performance Management Framework measures (Appendix 21) cover a wide range of economic and social measures. BCC Ltd will carry out a Social Return on Investment analysis on projects where appropriate and will undertake this any associated LEP programme.

2.7 Availability of Information Online

Links to the BC LEP website are available on the Black Country Local Authorities websites and links to the BCJC webpage (hosted by Walsall Council) are also available on the other Local Authority and BC LEP websites.

BCC Ltd will undertake regular reviews to ensure this information is accurate, up to date and consistent.

SECTION 3

Accountable Decision Making

3.1. Status and Role of the Single Accountable Body (Walsall Council)

3.1.1 The BC LEP has appointed throughout its lifetime a number of Accountable Bodies to account for and administer funds on its behalf. The Ministry of Housing, Communities and Local Government (MHCLG) released its Strengthening Local Enterprise Partnerships (LEPs) report in July 2018, stating that LEPs will want to identify a Single Accountable Body (SAB) that is responsible for all LEP funding. This was further confirmed by the publication of The National Local Growth Assurance Framework (NLGAF), published in January 2019, which has outlined a wide range of responsibilities to be discharged by the BCLEP, the SAB and its Section 151 Officer, with a further instruction for the LEPs to appoint a SAB by February 2020.

At BCLEP meeting on the 22 October 2018, the BCLEP confirmed acceptance of Walsall Council as the SAB for all funds secured by the LEP. This role was subsequently considered by the BCJC on the 23 January 2019 who granted the approval to appoint Walsall Council as the SAB that is responsible for all BC LEP funding requiring Accountable Body. The role has been accepted by Walsall Council Cabinet on the 24 April 2019.

Walsall Council as the SAB for the Deal will:

- a) Hold the funding and make payments in accordance with the decisions made by the BC LEP and ratified by BCJC and in accordance with the Programme or any part of the Deal conditions of Grant set by the Government or the WMCA. The SAB may, on occasion, not comply with a BC LEP decision if it is not legally able to do so, or it cannot ensure a decision complies with the Assurance Framework. Such conflicts would be dealt with via the BCJC and as described in the Collaboration Agreement (clause 17);
- b) Account for these funds in such a way that they are separately identifiable from the SAB's own funds and provide financial information to the BC LEP as required. The use of resources is subject to the usual local authority checks and balances (overseen by the Section 151 Officer/Chief Finance Officer), in addition to undertaking a compliance function to assess the adherence of the BC LEP to the Assurance Framework, and this is captured in all funding agreements. Walsall Council's Statement of Accounts is published on the Walsall Council website <https://go.walsall.gov.uk/soa>.
These accounts include the income and expenditure of LEP funding for which it is Accountable Body;
- c) Ensure that projects have in place and have agreed suitable arrangements for the management of the risks associated with the project activity to ensure that projects comply with legal requirements with regard to equalities, environmental requirements, State Aid and other EU issues including public procurement and all other relevant legislation and guidance. This includes ensuring that projects managed by the SAB are obligated to comply with the conditions of grant, through putting in place appropriate forms of internal agreement;
- d) Put in place suitable arrangements for ensuring that Grantees manage the risks associated with the BC LEP's Programme activities. Through the Section 151 Officer the SAB will put in place appropriate arrangements which reflect the approvals received from the BC LEP Board and the BCJC. The SAB will complete a number of activities at the Pre Grant Award, Grant Award and Post Grant Award stages as outlined in the 'All Programmes - Roles and Responsibilities' document – see Appendix 17 – this includes responsibility for the decisions of the BC LEP if subjected to legal or other challenge;
- e) Ensure that those in receipt of BC LEP funds are obligated to comply with the Assurance Framework by ensuring that a condition to comply with the Assurance Framework is included in each Programme's

Grant Agreement, thereby providing reassurance to government that the Assurance Framework is being implemented and meets the standards set in the National Local Growth Assurance Framework. The SAB will provide this reassurance by:

- coordinating a return to government from all the Parties to this Framework confirming this each February where there are multiple Accountable Bodies;
- test the implementation of processes outlined in this Framework to ensure they are applied consistently and appropriately;
- implement its 'Monitoring and Assurance Framework' to gather and assess evidence that projects funded under the Deal are operating within, and adhering to, the Assurance Framework;
- implementing appropriate scrutiny in its oversight of the BC LEP's Programmes, i.e. Growth Deal, City Deal, BC LPIF, GPF, EZ, and Core and Strategic Funds.

Where there are multiple Accountable Bodies in any given year, if any individual Local Authority, through their Section 151 Officer, does not sign a letter for return to government in February each year covering the Deal for which they are Accountable Body, the Section 151 Officer for the SAB (Walsall Council) will notify the relevant funder and the BC LEP Board;

- f) Maintain the official record of the decisions and proceedings as undertaken by the BCJC, and maintain and verify the audit trail for all projects through the approved Monitoring and Assurance Framework (Appendix 24a&b);
- g) Respond to requests made by BCC Ltd.'s Audit Committee (which oversees BCC Ltd.'s governance and audit) for support, including dealing with all Freedom of Information requests received by the BC LEP in line with the process at Appendix 15;
- h) Supply access to all BCJC associated documents including agendas, reports and decisions. Documents will be available online via Walsall Council website <https://go.walsall.gov.uk/bcjc-reports-minutes> and via the BC LEP website www.blackcountrylep.co.uk;
- i) Utilise its own internal audit, accountancy and treasury management systems in the delivery of its role;
- j) The SAB will provide assurance on the compliance with programme requirements for those areas for which Walsall is SAB. This will include assurance on the compliance of individual projects with a range of documents including the LEP Assurance Framework, the Monitoring and Assurance Framework, and Grant Agreements;
- k) Provide the Secretariat to the Heads of Regeneration (Working Group), Joint Committee Advisory Board and BCJC at the Pre Grant Award, Grant Award and Post Grant Award stages as outlined in the 'All Programmes - Roles and Responsibilities' document. The Joint Committee Programme Manager, with support from the SAB Team Officer(s) will:
- Ensure the effective scheduling and calling of the meetings within the BCJC Committee structures – including the Heads of Regeneration (Working Group), Joint Committee Advisory Board and SAB Working Group meetings;
 - Coordinate the SAB's Working Group, which includes the Section 151 or nominated officer, finance, legal (if and when required), and audit (if and when required) leads;
 - Hold the funding and make payments in accordance with the decisions made by the BC LEP and ratified by the BCJC;

- Monitor the agreed arrangements for the management of risks associated with the project activity and ensure that projects are appropriately managing the risks through the mechanisms within their Grant Agreement, assessing evidence, where appropriate, through agreed mechanisms;
- Maintain the official record of the decisions and proceedings as undertaken by the BCJC, and the audit trail for all projects;
- Ensure that the agendas are set and that the meetings are accurately recorded, with minutes and decisions published where appropriate;
- Ensure that the resultant action plans are produced and progress monitored;
- Work with the BCJC's Secretary to ensure that all appropriate meeting schedules are both aligned and timely;
- Work with the PMO in the delivery of project outcomes and compliance with instructions, tasks and improvements, including the following:
 - Contractual monitoring, evidence verification and project audit – and the sharing of this information with the PMO in line with GDPR;
 - Updating Grant Agreement schedules for multi-year projects, to incorporate approved changes as necessary.
- Establish and maintain the required Accountable Body structures and arrangements as directed by the BCJC;
- In consultation with the Head of the PMO at the BCC Ltd, calling and chairing SAB Working Group Meetings, Forward Planning and drafting/coordinating reports on behalf of the lead Local Authority for consideration at the appropriate group meetings;
- Ensure that project/report sponsors are informed and offered guidance with the preparation and submission of their reports.

3.2 Role and Responsibilities of Section 151 Officer

The role of the Section 151 Officer in overseeing the proper administration of financial affairs is extended to include those of the BC LEP. MHCLG has worked with the Chartered Institute of Public Finance and Accounting (CIPFA) to develop guidance on the role of the Section 151 Officer. BCLEP and SAB (Walsall Council) are committed to ensure compliance with the five key principles outlined in the guidance by:

a. Enshrining a corporate position for the Section 151 officer in LEP assurance

The Section 151 Officer attends the BC LEP Annual Conversation and is responsible for signing off the Annual Assurance Statement and the BC LEP Assurance Framework.

The Section 151 Officer (and nominated Lead Finance Officer) is invited to the BC LEP Board meetings as a non-voting member.

The Section 151 Officer (or nominated Lead Finance Officer) will review all papers prior to being issued to the LEP Funding Sub-Group and LEP Board and be permitted to make the appropriate changes to correctly reflect financial issues or risks if it is considered that these are not accurate or complete. The Section 151 Officer (or nominated representative) will attend where appropriate

Funding Sub-Group and LEP Board meetings where any further financial issues or risks can be flagged to members to support the decision making process.

Minutes of the LEP Funding Sub Group will be reviewed by the Section 151 officer (or nominated officer) prior to circulation to the BC LEP Board to ensure that financial issues or risks discussed at the Funding Sub Group have been accurately recorded. Where this is not possible this function can be undertaken by the SAB senior officers who are also in attendance at the meeting.

The Chair of the BC LEP Board and the Chief Executive of the BCC Ltd work together with the Section 151 Officer (and/or nominee). If disputes arise, a mutually agreeable resolution will be sought. Arrangements to recover non-compliant funding are outlined in the Collaboration Agreement (appendix 13).

The Section 151 Officer is supported by the BC LEP and the SAB team to carry out such checks as necessary to independently ensure the proper administration of financial affairs in the BC LEP. The LEP's Secretariat (BCC Ltd) is audited by the SAB team to ensure the BCC Ltd internal operations are managed in line with the LEP Assurance Framework.

In order to ensure compliant spend of funds and that all SAB team understand the governance and control arrangements, the role is delivered through a team approach. The SAB team includes appointed officers with the necessary financial and accounting skills, together with specialist colleagues from finance service teams and specialist advisers (for state aid, legal, due diligence, technical advice and any other professional advice required).

Improvements required should be clearly set out in the BC LEP Assurance Framework action plan and monitored appropriately for delivery. The Section 151 (or nominated officer) will keep their own record of improvements that they consider are necessary and this action plan should be a standing agenda item at the SAB Working Group, and where it is considered that sufficient action has not been taken in a timely manner then issues will be escalated to the LEP Funding Sub Group, and then to the LEP Board.

Where the BC LEP Board decides on a course of action which goes against the Section 151 Officer (or nominee) advice, the Board will need to indicate and to record the rationale for not following it.

b. Creating a formal/structured mandate for the Section 151 Officer

Agreed arrangements in section above creates a formal mandate for Section 151 Officer. In addition to this, agreed arrangements over the discharge of the functions of an Audit Committee are further outlined in the Section 3.3 and Appendix 26.

Financial Reporting and Treasury management are part of the role of the SAB. If concerns or improper financial administration is identified, the Section 151 Officer will provide recommendations for improvements to be made. Where the BC LEP Board do not agree with the recommendations and no agreement can be reached, the matter will be referred to MHCLG.

Concerns about systemic financial problems or improvements as set out in 3.2 (a) will be raised with the Cities and Local Growth Unit. The Section 151 Officer will work with the BC LEP to improve financial standards and it will be a standing agenda item at the BC LEP Board meetings until Section 151 Officer is satisfied that the issue(s) has been resolved.

The Section 151 Officer has ensured that the established financial processes leading up to Board decisions are in place and that financial delegations are respected. This includes finance review of LEP decision papers prior to them being issued. Each funding application is appraised by external independent technical assessor and the recommendations are considered by the BC LEP Funding Sub-Group prior being recommended to the BC LEP Board. Due Diligence forms and further requirements to be satisfied for each funding stream are publicly available on the BCC Ltd website. Financial delegations are recorded and closely monitored by the PMO and SAB Team, for further information on delegations please see Scheme of Delegations (Appendix 35).

The S151 Officer has ultimate responsibility for the authorisation of project grant agreements. This is subject to satisfactory completion of all due diligence and ensuring that funds are available. For the avoidance of doubt, the Section 151 officer has the right to not enter into a grant agreement that has been approved by the BCJC if S151 Officer has significant concerns about the project, or the Programme.

SROs, SSROs and Finance and Legal Officers from the sponsoring Local Authority are consulted as part of the Joint Committee's Advisory Board's governance and decision making process and where appropriate their feedback is recorded within the appropriate sections of the report(s).

c. Embedding good governance into decision making

The BC LEP and SAB have procedures in place to consider financial implications of decisions before and during the decision making process rather than reviewing decisions afterwards. This is ensured through the external independent technical assessment, Stage 1 and Stage 2 Due Diligence process (for further detail please refer to 4.16 "Project Lifecycle"), Section 151 Officer (or nominee) attendance at the relevant meetings and the right to raise concerns, finance review of LEP Board decision papers prior to being issued. Consultation process with Legal and Finance officers at the sponsoring Local Authority will be undertaken prior the Joint Committee Advisory Board.

Section 151 Officer will agree the budget risks facing the BC LEP at the outset of the financial year. Risks register will be provided by the BC LEP and it will be reviewed as and when required. Section 151 Officer will be provided with an updated risk register on each occasion this register is reviewed.

At the beginning of each financial year, the Chief Executive of the BCC Ltd, will provide BC LEP budget plan for the Section 151 Officer to comment on the plan's adequacy.

If the dual role of the Section 151 Officer results in a potential conflict of interest, impartial advice will be sought to ensure transparency.

d. Ensuring effective review of governance

The SAB and the PMO meet on a regular basis (SAB Working Group) to discuss key issues and governance. These meetings are attended by senior officers at the SAB, and the Section 151 nominated Finance officer, plus the BCC Ltd.'s Chief Executive and Head of PMO.

Any issues arising that may result in an improvement to governance and strengthening of the Assurance Framework are discussed at this meeting with actions logged recording next steps. Any amendments to policy or governance are reported back to the LEP Funding Sub Group at an agreed timeframe. This focused, regular working group ensures that the SAB and the BC LEP respond quickly to any guidance issued by government on National Assurance Framework requirements, or issues that have arisen as a result of gaps in the Black Country Assurance Framework or policy.

e. Ensuring appropriate skills and resourcing

The Section 151 Officer is given appropriate resources to carry out its functions in respect of the BC LEP, including internal and external audit where appropriate. Reports setting out the resource requirements are reviewed and approved by the BC LEP Board. BC LEP and SAB review resource needs on an on-going basis and consider if they are being appropriately met.

Underpinning good governance in the LEP model is an expectation of mutual support between the BC LEP and its SAB, which is further described in 1.3 “BC LEP Governance”, the section 2 and 4.16 “Project Lifecycle”.

There is a Team Black Country approach and a culture of working that respects the Section 151 Officer role of ensuring appropriate procedures are in place for scrutiny and financial rigour. Audit and scrutiny arrangements are further described in the 3.5 “Audit and Scrutiny” and Appendix 26.

3.3 Audit and Scrutiny (Appendix 26)

3.3.1 Internal Audit

An internal audit plan is agreed on an annual basis, it includes a risk based audit plan of BC LEPs activity, and provides assurance to the Section 151 Officer and BC LEP Board at appropriate points throughout the year. BC LEP has ensured that there is an arrangement for funding the internal audit activity.

There are three key internal audit functions carried out:

1) Internal Audit (SAB)

The internal auditors of the SAB provide assurances to the Joint Committee Programme Manager and the SAB Section 151 Officer. The audit outcome report will contain an assessment and analysis of the grant expenditure, testing that the accounting records are maintained for the grant as a whole, and of grant agreements, that grant conditions have been met and payment information for individual approved projects. Internal auditors verify that grant awards allocated to projects follow the required processes and approval routes within the Assurance Framework.

The internal audit plan will rotate so that all LEP funds are audited as a minimum once every 3 years, or maximum annually if considered necessary (i.e. improvements were identified of the previous year’s audit and/or funds are of a material value i.e. Growth Deal).

2) Monitoring and Compliance audits

Internal audit are carried out by the SAB team on the LEP’s Secretariat (BCC Ltd) focusing on making recommendations which will ensure the BCC internal operations in regard to these funding streams are managed in line with the LEP Assurance Framework. This audit plan will rotate so that all LEP funds are audited as a minimum once every 3 years, or maximum of annually if considered necessary (i.e. improvements were identified of the previous year’s audit and/or funds are of a material value i.e. Growth Deal). Walsall Council guidance on internal audit sets out the assurances to be provided and the reporting relationships to maintain audit independence

The SAB team will also provide assurance to Section 151 Officer on the compliance with the programme requirements. This will include assurance on the compliance of individual projects with

a range of documents including the BCLEP Assurance Framework, Monitoring and Assurance Framework and Grant Agreements.

3) Audit Committee (BCC)

BCC Ltd.'s Audit Committee will report on the effectiveness of the BC LEP Secretariat's systems of governance, internal financial control and risk management in relation to all elements of BC LEP funding.

Following a completed audit in any of the above three key internal audits, where there are comments or recommendations that relate to the BC LEP, these will be reported back first to the relevant sub board or steering group, then if appropriate the BC LEP Board and provided to the Cities and Local Growth Unit. Local resolution will be the first mechanism to resolve disputes. If this has been unsuccessful and/or serious concerns are encountered throughout the year (i.e. repeated non-compliance or fraud), the Section 151 Officer will promptly raise this with the Cities and Local Growth Unit, and or the funding provider if considered necessary.

3.3.2 External Audit

Regular independent external audit and assurance checks will be commissioned and undertaken by the SAB or the BCC to verify that the BC LEP is operating effectively within the terms of its Assurance Framework, where it is considered appropriate or required as part of grant conditions. The Section 151 Officer of the SAB for the BC LEP will approve these audit arrangements for the SAB.

3.3.3 Scrutiny

The relevant Scrutiny Committee at Walsall Council, acting in its role as SAB, will call in and scrutinise the work of BC LEP and the BCC Ltd as appropriate to ensure that it is effective and impartial. This will ensure that the highest standards of propriety in the use of public monies are maintained and proper accountability is in place for the use of those monies. The BC LEP and the BCC Ltd.'s Audit Committee will be responsible for taking the necessary action to remedy any issues arising and any shortcomings identified from the review.

3.3.4 Each of the Black Country Local Authorities, within its own Scrutiny structure may choose to review and scrutinise the performance of any of the BC LEP's activities or funding streams and its impact on that Scrutiny Committee's Council, and report under the normal structure to its full Council and Cabinet on its findings. The findings will then be reported back to the next available BCJC meeting as appropriate.

3.3.5 The provisions of paragraph 3.3.3 above will apply to the scrutiny of the BC LEP in relation to any BC LEP funds administered by the SAB as it applies to the BCJC.

3.4. Strategic Objectives and Purpose

3.4.1 The BC LEP will:

- a) Ensure that value for money is achieved;
- b) Identify a prioritised list of projects within the available Programme's budget's;
- c) Make recommendations on individual project approval, investment decision making and release of funding, including scrutiny of individual scheme business cases³ to the BCJC for ratification;

³ Guided by the Funding Sub Group, 3rd party technical expertise / assessment as required and from BCC Ltd PMO, with BCC Ltd Chief Executive will take responsibility for scrutinising business cases on behalf of the BC LEP.

- d) Monitor progress of scheme delivery and spend;
- e) Actively manage the devolved budget and programme to respond to changes in circumstances (for example scheme slippage, scheme alteration or cost increases);
- f) Engage government in dialogue to ensure resource is maximised and additional funding streams are coordinated;
- g) Fully participate in the development of strategic cross boundary schemes.

3.4.2 The terms of reference for the BC LEP are contained in Appendix 2 and can be found on the BC LEP website www.blackcountrylep.co.uk

3.5 Working Arrangements and Meeting Frequency

Meetings of the BC LEP will be programmed to occur approximately monthly, with special meetings held as required. All of these meetings will be open to the public subject to the Access to Information Rules. Notice of any special meetings will appear on the BC LEP website <http://www.blackcountrylep.co.uk/about-us/our-board/lep-board-meetings>.

3.6 Transparency and Local Engagement

3.6.1 Meeting papers and minutes, scheme business cases and evaluation reports, funding decision letters with funding levels and conditions indicated and regular programme updates on delivery and spend against budget will be published by the BC LEP Secretariat on the BC LEP website <http://www.blackcountrylep.co.uk/about-us/our-board/lep-board-meetings> in accordance with the Access to Information Rules. A decision notice, capturing the outcomes of a meeting of the BC LEP Board, will be published by the BC LEP Secretariat online within 5 working days of a meeting.

3.6.2 The public and stakeholders will be able to provide input via the BC LEP website contact form <http://www.blackcountrylep.co.uk/contact-us>. Stakeholders will be made aware of how to provide input by being informed via the BC LEP newsletter, which is distributed to businesses throughout the Black Country, and through intermediaries such as the Chamber of Commerce.

3.6.3 The BC LEP will adhere to Local Government Transparency Code through Walsall Council as the **SAB**.

3.6.4 A statement detailing the process by which the BC LEP will make decisions on major investment, as well as the rationale, will be published online by BCC Ltd alongside other documentation. Details can be found at www.blackcountrylep.co.uk

3.6.5 Freedom of Information (FOI) and Environmental Information Regulations (EIR) requests will be dealt with in the first instance by Walsall Council, whose officers will have access to all relevant documents.

3.6.6 FOI and EIR requests relating to specific funding programmes will be dealt with in the first instance by the **SAB** for that area of BC LEP activity, although the other parties to this Assurance Framework will provide supporting information if required in a timely fashion to meet response timescales. If the **SAB** considers that it requires information from other parties to this Assurance Framework it will forward the information request as soon as it is practically possible to do so.

3.7. Equality and Diversity

3.7.1 The BC LEP is committed to promoting equality and diversity.

3.7.2 The BC LEP is committed to ensuring diverse representation on the BC LEP Board and has committed to this through the BC LEP Equality and Diversity Statement:

“Our aim is to ensure that the Black Country LEP (BCLEP) will provide equal opportunity for everyone. BCLEP is dedicated to supporting a fully inclusive culture and recognizes its role in promoting diversity and eliminating discrimination and seeks to do this in the way it conducts itself.

This policy reinforces our commitment to providing equality and fairness to all those who wish to work with or for us and we will not act less favorably on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, ethnic origin, color, nationality, national origin, religion or belief, or sex and sexual orientation. We are opposed to all forms of unlawful, unfair and inappropriate discrimination.

BCLEP recognises and embraces the benefits of having a diverse Board and sees increasing diversity at Board level as essential in representing the diverse community that constitutes the Black Country and in improving its creativity, productivity and ability to innovate. BCLEP’s commitment is to have at least one third women as LEP Board members by March 2020. A truly diverse Board will include and make good use of differences in the skills, geographical and industry experience, background, race, gender and other qualities. These differences will be considered in determining the optimum composition of the Board and when possible, should be balanced appropriately.

All Board appointments are made on merit, in the context of the skills and experience that the Board as a whole requires to be effective. The Chairman of the BCC Ltd Audit Committee (in conjunction with the Chief Executive of BCC Ltd) will review and assess composition, on behalf of the Board and provide advice to the Chairman and ad-hoc Nominations Committee on appointments to the LEP Board, being mindful of achieving the optimum composition.

In identifying suitable candidates for appointment to the Board, candidates will be considered on merit against objective criteria and with due regard to the benefits of diversity on the Board. “

The BC LEP and each of the four Local Authorities will pay due regard to the Equality Act 2010 by tackling discrimination, harassment, intimidation and disadvantage when proportioning funding.

3.7.3 BC LEP has an appointed Diversity Champion.

3.8. Complaints and Whistleblowing

3.8.1 Complaints from stakeholders and members of the public will be dealt with and resolved in accordance with the BCC Ltd’s Complaints Procedure, available at [Appendix 18](#).

3.8.2 Whistleblowing allegations which are made to the BC LEP will be dealt with in accordance with the whistleblowing policy available at [Appendix 19](#).

3.8.3 In addition, **SAB** has in place Complaints and Whistleblowing procedures which it may enact in relation to programmes

3.9. The Decision-Making Process

3.9.1 The role and purpose of the **SAB** for the BC LEP is set out at paragraph 3.1 above. The procedures and requirements of the **SAB** for BC LEP and the BCJC are set out in the Collaboration Agreement and the Terms of Reference **SAB** at Appendices 10-13 of this Assurance Framework. The objectives and purpose of the BC LEP are set out at paragraph 3.6 above.

The BCJC makes the final decisions on funding allocations and these are decisions made in a legally constituted Executive Joint Committee and as such are subject to the full rigour of public accountability and legal accountability.

Conflicts between the BCJC and the BC LEP in relation to the matters considered under the Assurance Framework will be dealt with in accordance with Clause 17 of the Collaboration Agreement.

- 3.9.2 Individual project non-compliance with BC LEP Assurance Framework will be mitigated to PMO and, if required, i.e. after BCJC funding approval, addressed at the nearest Working Group meeting to the relevant Head of Regeneration by the SAB. If compliance issues are not resolved after multiple attempts and within reasonable timescales, the SAB will defer the project back to PMO, who will take a report on non-compliance issues to the next BC LEP Board meeting; the BC LEP Board will decide whether to give the applicant/ project an additional deadline/ deadline extension in order to become compliant with BC LEP Assurance Framework or whether to withdraw the project from the funding stream/ to terminate the grant agreement and re-allocate freed up grant back to the funding programme budget, including clawback of grant already paid.

SECTION 4

Ensuring Value for Money. Prioritisation, appraisal, business case development & risk management

4.1 Black Country Consortium Limited's Project Assurance

BCC Ltd shall provide project assurance through the lifecycle on behalf of the BC LEP. This section sets out the project lifecycle process relating to projects submitted for inclusion as part of the SEP.

4.2 Project Lifecycle

All projects follow a lifecycle from initial idea, through planning to implementation and finally closure. It is important that projects within the SEP follow a consistent lifecycle model. The lifecycle is supported by key decision points - Stage Gates. The Stage Gates enable the appropriate level of oversight, governance and monitoring of projects at key steps through their lifecycle journey. They enable the appropriate approval bodies to approve or reject a project to move to the next stage in the lifecycle. All projects within the cycle will move through the same Project Lifecycle and Stage Gates, with the exception of low value equipment bids, Accessing Growth schemes and development work (including transport development schemes and Site Investigations), which do not require an FBC. This is outlined in paragraph 4.16.

Therefore, the PMO has defined a lifecycle model consisting of Stages and Stage Gates. The approval process for each Stage Gate has also been defined to ensure total transparency of process for all stakeholders. These Stages and Stages Gates are represented in the diagrams in paragraph 4.16.

4.3 Principles

A number of principles have been defined that underpin the defined approach:

- a) Proposals are actively encouraged from all public, private and charity sector stakeholders. The process has therefore been made as simple as possible, balanced with appropriate governance and oversight as required by Central Government and the BC LEP to ensure the barrier to participating is as low as possible. For example, creating a lengthy initial application form may put off some possible proposers, particularly SMEs.
- b) Approval Stage Gates have been defined to ensure appropriate engagement by both funding approvers and technical subject matter experts. Given the diverse range of possible proposals it is important that technical subject matter experts are engaged to validate proposals where required.
- c) The complete end to end process must be fair and transparent. The BC LEP seeks impartial advice from appointed consultants/advisers as follows:

All property and land bids, including site investigations, are subject to an independent professional technical assessment, the outcome of which is a robust due diligence evaluation report (structured around the five-case model). A proposed Heads of Terms (HoT) are developed by the Independent Adviser with the Applicant and the agreed HoT must include any project-specific conditions of funding, and how any clawback principles will be practically applied.

In addition to the technical due diligence assessment outlined above, projects are also subject to a financial due diligence which is the responsibility of the SAB.

The resulting reports and recommendations generated through the evaluation /technical due diligence processes will confirm the robustness of the Full Business Case (FBC – see section 4.5 below), and the Applicant, and inform the prioritisation to be carried out by the BCJC and various sub committees when considering the bid for Grant support.

See Section 4.16 ‘Project Lifecycle’ for full details of the appraisal process.

The SAB and the PMO will ensure any conflicts of interest arising from Professional Service Advisors are robustly and appropriately managed, for example, professional suppliers holding dual roles for:

- Development of Schemes and Preparation of Scheme Bids;
- Appraisal of Scheme bids and recommendations to the Funding Sub Group.

Management of conflicts of interest must be set out in contractual arrangements.

- d) There are limited funds and resources and prioritisation will be undertaken by the BC LEP Board, please, see paragraph 4.7.
- e) We work with a sense of urgency and where appropriate time limits have been established within the approval process. If a decision is deemed urgent and due diligence (finance and technical) is outstanding at the point of decision, this will be noted in reports with recommendations being subject to the outcome of the final due diligence matters. If the outstanding due diligence findings are material to the decision, the decisions will have to go back to the relevant boards that took the decision.

See section 4.16 ‘Project Lifecycle’ for full details.

4.4 Stakeholders

- a. Several entities, including Approval Panels and Approval Boards are engaged in the project lifecycle. These are defined below.

No	Panel / Board	Participants
1	BC LEP Funding Sub Group	5 Private Sector LEP Board Members; Representatives of the Single Accountable Body (Walsall Council); WMCA observer.
2	BC LEP Board	14 Private Sector Members (1 being Private Sector Chair);, 4 Local Authority Leaders, 1 Higher Education Representative, 1 Further Education Representative, and up to 5 co-opted Members appointed on an annual basis.
3	Heads of Regeneration Working Group	Private Sector LEP Board Member, Local Authority Heads of Regeneration, Consortium Chief Executive, Black Country Director of Transport, Joint Committee Programme Manager and the SAB team.
4.	Joint Committee Advisory Board	The Cabinet member for regeneration for four Black Country local authorities and four business community representatives of the BC LEP.

No	Panel / Board	Participants
5.	BCJC	The Committee shall comprise four members, each Council being entitled to appoint one voting member.
6.	Single Accountable Body Working Group	Attended by senior officers at the Single Accountable Body, including Section 151/ nominated Finance officer, Joint Committee Programme Manager, and the Chief Executive & the Head of PMO at the BCC Ltd;
7.	Programme Management Office (PMO)	Head of the Programme Management Office and PMO Analysts based at the Black Country Consortium Ltd.
8.	Economic Intelligence Unit	Head of Economic Intelligence, Economic Spatial & Policy Analyst.

b. It is a requirement for all BC Local Authorities to nominate a SRO for reports for which they are the applicants or recipients of funds. For those areas where the applicants or recipients are located within a BC Local Authorities' geographical area, a SSRO from the appropriate BC Local Authorities will be required. The SRO and SSRO will be required to formally agree and sign off all reports that are submitted to any Working Group / Group / Panel or Committee. This signature will also need to be complimented by sign off by the BC LEP's PMO. These arrangements will be set into place prior to the 28 February 2020.

c. The Stakeholder Engagement Plan (Appendix 31) presents the agreed principles and approach undertaken by Team Black Country toward all stakeholders, including partners, investors, media, private sector business and interested individuals. The Marketing Strategy identifies channels for sharing information in the public domain including opportunities for the wider public to receive and engage with the programmes. For example, BC LEP works closely with local, regional and national media, with regular press releases on all investment sites and projects as well as quarterly meetings with local editors and radio presenters to ensure relevant and up to date news is shared. The BC LEP Annual Stakeholder Conference attracts and kick starts a series of articles and stories that demonstrate the value of the combined work of the BC LEP. The work of the BC LEP is showcased at many events over the course of a year through partners, e.g. Local Authority Business Weeks, University of Wolverhampton Business Solutions and Chamber of Commerce Events and premises, Growth Hub activity and partner engagement events. The local press is a key driver in public involvement with 2017/18 attracting an Advertising Value Equivalent (AVE) of £1.7million.

4.5 Documents

A number of standard documents are required to support projects through the approval, delivery and closure lifecycle stages. These are defined below.

No	Document	Description & Purpose
1.	Initial Proposal	A short "2 page" document that outlines the proposal against the five case model (see paragraph 4.6 below) in high level terms

No	Document	Description & Purpose
		enabling an initial evaluation and prioritisation with a weighting against strategic fit.
2.	Full Business Case (FBC)	The FBC is the detailed planning stage where the applicant will revisit and build on the information supplied in the Initial Proposal. The FBC will be used to inform prioritisation where there are overall programme affordability considerations. Only those projects that have been approved at the Initial Proposal stage will progress to the FBC.
3.	Change Request	Once a project has been approved any change will be subject to a formal Change Request. The approval authority for the proposed Change Request depends on the scale and impact of the Change. The PMO provides guidance on the Change Control process for in-flight projects (see Appendix 25).
4.	Project Status Report	The Project Manager will provide regular timely and accurate status reporting (monthly) to the PMO throughout the lifecycle of the project.
5.	Project Closure Report	As part of submitting a project for approval to close the project, the Project Manager will complete a final Project Status Report in Verto and submit a separate Project Closure report. This acts as a mirror to the approved FBC and compares the final status against the original baseline for schedule, cost, quality, outputs and scope.
6.	Accountable Body Claims and Reporting Process	The applicant will submit evidence of spend to date as part of the supporting evidence for Grant Claims. This will inform accurate projections of spend for the programme. Grant claims will be paid monthly or quarterly by agreement, and will also be supported by a detailed report on progress towards meeting contractual objectives and evidence of expenditure. All Grant claims will be evidenced by the project documentation required by the SAB to validate the claim and the Programme Management team at both the PMO and the SAB will work together to include forecasting and actual information into dashboard reporting. The PMO will monitor and report overall programme cashflow to validate progress of delivery by each Project against Grant allocated. The SAB has put in place a Monitoring and Assurance Framework (Appendix 24a&b) to ensure that all projects are in compliance with the applicable conditions of Grant, and have the required evidence and audit trail to support project activity.
7.	Match Funding - monitoring	The PMO will require periodic Project Progress reports detailing the total investment in the project and information on other sources of investment. Projects will be asked by the SAB to certify that the required % of match funding (leverage) to the funds on the project

No	Document	Description & Purpose
		has taken place. The SAB and the BC LEP reserve the right to request evidence of match funding.
8.	Grant Agreements	All delivery agents (Grantees) are required to sign or seal a Grant Agreement which will be drafted by the SAB for the purpose of the project to ensure compliance with the grant terms, including funding terms as laid down by Government and the applicable requirements of this Assurance Framework. Grant Agreements have claw back provisions and where appropriate a form of security may be required to be put in place to protect the BC LEP against the financial consequences of non-compliance by the Grantee with the conditions of the Grant Agreement (such as a Legal Charge or Performance Bond, or other security). See paragraph 4.16.4b.

Templates for the Initial Proposal and FBC are contained in Appendix 20.

4.6 The Five Case Model

- 4.6.1 HM Treasury standard for the development of a Business Case is based on the Five Case Model. Policies, strategies, programmes and projects will only achieve their spending objectives and deliver benefits if they have been scoped robustly and planned realistically from the outset and the associated risks taken into account.
- 4.6.2 The business case, both as a product and a process, provides decision makers, stakeholders and the public with a management tool for evidence based on transparent decision making and a framework for the delivery, management and performance monitoring of the resultant project, etc.
- 4.6.3 The business case in support of a new policy, new strategy, new programme or new project must evidence:
- a) That the intervention is supported by a compelling case for change that provides holistic fit with other parts of the organisation and public sector– the “**strategic case**”;
 - b) That the intervention represents best public value – the “**economic case**”;
 - c) That the proposed deal is attractive to the market place, can be procured and is commercially viable – the “**commercial case**”;
 - d) That the proposed spend is affordable – the “**financial case**”;
 - e) That what is required from all parties is achievable – the “**management case**”.

4.7 Project Prioritisation

- 4.7.1 The project levels for each project will be appraised by the PMO on the following 3 areas:

Appraisal Criteria:
1. Strategic fit with SEP objectives
2. Value for Money - Benefit Cost Ratio & Leverage
3. Delivery timing and risk

These elements may be weighted at different stages of the project lifecycle. For example, Strategic fit will be viewed as the priority at the Initial Proposal Stage.

4.7.2 There is no lower or upper financial limit for the projects to be put forward at this stage, however applications for funding must comply with the relevant grant conditions (for example, LGF and LPIF are capital grants, hence revenue costs would not be eligible).

4.7.3 In relation to skills-related projects, the Education and Skills Funding Agency (ESFA) may fund only a proportion of the costs depending on the rules of the programme. Any guidance issued is viewed by the BC LEP as a useful guideline.

4.8 Strategic Fit with SEP Objectives

4.8.1 The current SEP is available via <https://www.blackcountrylep.co.uk/about-us/plans-for-growth/strategic-economic-plan/>

4.8.2 The SEP sets out 3 primary themes and 12 strategic programmes against which each project will be assessed for their strategic fit:

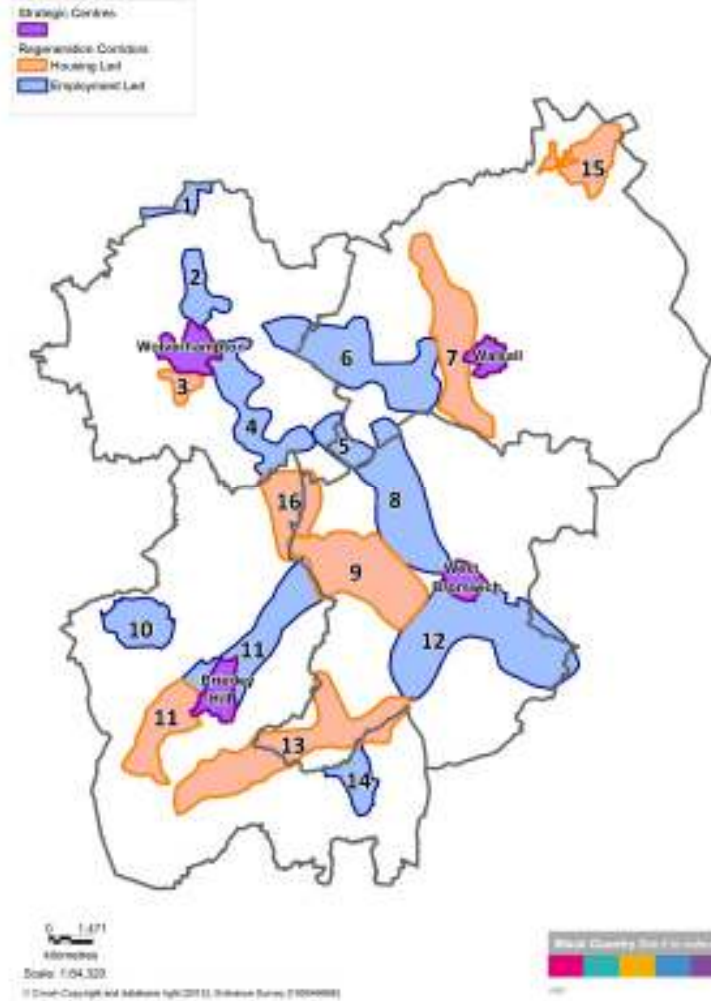
Strategic Programmes to Transform the Black Country Infrastructure and Environment - PLACE	Strategic Programmes to Raise Employability, Education and Skills -- PEOPLE	Strategic Programmes to Improve Black Country Competitiveness - BUSINESS
PL1. Employment sites and premises	P1. Skills for the supply chain	B1. Developing a Supply Chain fit to supply
PL2. Infrastructure to Support Growth	P2. Skills capital	B2. Exploiting global opportunities
PL3 Housing (including in town centres)	P3. Schools and college statutory education provision	B3. Access to Finance
PL4. Distinctive Urban Centres	P4. Securing and up-skilling the Black Country residents and employees	
PL5. Overall quality environment and low carbon		

4.8.3 The Black Country Performance Management Framework (PMF) provides a clear framework to monitor progress and the economic changes required to achieve our 30-year vision and the ambitions across the twelve programmes in our SEP. The PMF is composed of a selection of strategic headline indicators, which measure the impact of the various programme's areas of the BC SEP. The PMF will provide a framework against which Black Country success can be measured, both across strategic programmes and in individual projects.

This is available at [Appendix 21](#).

4.8.4 The following table sets out our ambitions for the BC LEP target sectors and the map illustrates the BC LEP growth network – 4 strategic centres and 16 corridor centres as set out in the SEP.

The Black Country



		2011 Jobs (000's)	2030 Vision (000's)			
TRANSFORMATIONAL SECTORS		Advanced Manufacturing	66,000	73,000	248,000 2011 Jobs	317,000 2030 Vision
		Transport Technologies	26,000	30,000		
		Environmental Technologies	38,000	45,000		
		Business Services	74,000	121,000		
		Building Technologies	44,000	48,000		
		TOTAL	248,000	317,000		
ENABLING SECTORS		Visitor Economy	29,300	38,700	247,800 2011 Jobs	269,100 2030 Vision
		Sports	3,500	4,100		
		Health	66,000	69,900		
		Public Sector	60,900	64,200		
		Retail	88,100	102,200		
		TOTAL	247,800	269,100		

4.9 Value for Money

The BC LEP recognises the importance of having robust arrangements in place to ensure value for money and effective delivery, as follows:

4.9.1 Options Appraisal and Prioritisation - Benefit Cost Ratio (BCR)

The BC LEP model, which will be deployed by the PMO, takes the outputs from projects and calculates the benefit cost ratio for employment, business creation, business assists, learners assists and housing outputs and combines them to calculate the GVA⁴ impact and a total project Benefit Cost Ratio based on the public sector ask. The full methodology is shown in Appendix 22.

The BCR calculated from the FBC will be included in all decision making reports.

4.9.2 Value for Money and Business Cases - Match funding/Leverage

Projects will be ranked according to the amount of funding requested as a proportion of investment levered from other sources – public and private. In addition to level of leverage, BCR will be included in any ranking schedules or pipeline lists to support prioritisation decisions.

4.9.3 The BCR and leverage ranking are combined and ranked in order to determine a ranking order.

4.9.4 **Value for Money and Business Cases** - From 2017/18 an Economic Impact Assessment (EIA) will be required on projects that meet the following conditions:

- Core Outputs, which include, Jobs, Housing, Business Assists and Learner Assists, exceed 10% of the total outputs commissioned by Government / or an alternative funding provider.
- Total value of funding support exceeds £5m.

4.9.5 **Value for Money and Business Cases** – The Head of PMO at the BCC Ltd is responsible for ensuring value for money is achieved, however which project proceeds will ultimately be the BC LEP Board's decision.

4.9.6 The Chair of the BC LEP Funding Sub Group holds overall responsibility for the scrutiny of and recommendations of business cases, however it will ultimately be the BC LEP Board's decision. Further details of the role of the BC LEP Funding Sub Group in the appraisal process is in paragraph 4.16.3 ("Project Lifecycle").

4.9.7 Further information on how Value for Money is assessed at the Monitoring and Evaluation stage can be found at paragraph 4.17.

4.10 Value for Money - Assessment Criteria

4.10.1 The FBC will be assessed against the following to ensure Value for Money:

- there is a clear strategic alignment to the SEP;
- that the project has undergone an options appraisal, including the implications of 'Do Nothing';
- it offers value for money (as outlined above); and
- the applicant has the appropriate commercial, financial and management arrangements to enable effective delivery. These elements will be tested through the FBC structure, centred around HM Treasury's five case model (the UK Government's best practise approach to planning spending proposals - as detailed in paragraph 4.6).

⁴ Gross value added (GVA) is the measure of the value of goods and services produced in an area.

4.11 Delivery Timing and Risk

Projects able to demonstrate the most certainty will be given the highest priority. In order to determine that certainty the BC LEP will evaluate the mitigations proposed against each of the key risks.

4.12 Scoring Matrix

Proposals and projects at each stage of the lifecycle will be prioritised based on a simple scoring of 0 – 3, where 0 is the lowest score. Projects will be scored by the PMO using a clearly defined scoring model that defines the characteristic of a “0”, “1”, “2” and “3” against the Five Case Model elements of Strategic, Economic, Commercial, Financial, and Management.

4.13 Complaints Procedure (Appendix 18)

A transparent complaints procedure exists for stakeholders at all stages in the project lifecycle. The complaints procedure has a number of steps enabling appropriate escalation:

- a) Informal;
- b) Appeal to BCC Ltd.’s Chief Executive;
- c) Appeal to BCC Ltd.’s Board of Directors.

4.14 Overall Risk Management

The BCC Ltd.’s Risk Register, which incorporates risks raised regarding the BC LEP, is reported to the Black Country Audit Committee on a quarterly basis (see Appendix 34 for Terms of Reference for the Black Country Audit Committee). The minutes of this meeting are reported through to the BC LEP Board. The Risk Register is reviewed monthly by senior management at BCC Ltd. The Chief Executive of BCC Ltd holds overall responsibility for identification and management of BC LEP’s wide risks.

4.15 PMO Risk Management

4.15.1 The purpose of this Risk Management Policy is to state Black Country Programme Management Office risk management objectives, approach, responsibilities and the context for procedures.

- The BCC PMO is committed to the effective management of risk throughout the organisation and to provide the:
- Effective delivery of the outcomes for which the Local Enterprise Partnership was established
- Appropriate management of finances and funding to secure those same outcomes
- Reputation of the Black Country LEP and partners
- Compliance with regulations and guidance from Government which oversee the Local Enterprise Partnerships

4.15.2 Objectives

- Improve business performance
- Ensure effective Corporate Governance
- Promote a risk aware culture
- Avoid unnecessary programme liabilities and costs
- Encourage the taking of calculated risks in pursuit of opportunities that would benefit the organisation as well as the Black Country

4.15.3 Risk Management Approach

- Effective risk management of the funding programmes need to be aligned with the BC LEP objectives and priorities.

- Risk management culture that spreads best practice, identifies and communicates lessons learnt from both internal and external experiences as part of management practice
- Uses appropriate expertise and has a clear ownership structure
- Up to date and reliable information about risks
- Decision making supported by a consistent risk analysis framework
- Regular processes in place to monitor risks
- Cost-effective controls in place to manage the risk
- Recognition that many of the risks handled by SEMLEP will be interdependent on partners and the risks need to be handled jointly where appropriate

4.15.4 Risk management has to be proactive to ensure that programme risks are:

- Identified
- Evaluated by considering the impacts and probability of their occurrence
- Effectively managed by identifying suitable controls and countermeasures and assessing the cost effectiveness of the mitigating actions proposed

Effective risk management anticipates and avoid risks rather than dealing with the consequences of events happening. However, not all risks can be managed, particularly those that are caused by external factors over which the organisation has no control (e.g. severe weather). SEMLEP will therefore separately develop a Business Continuity Plan in order to reduce the impact should a major event occur.

4.15.5 Risk Responsibilities

The PMO is responsible for:

- Producing monthly programme dashboard reports on the progress of all projects for review and to provide information on any risks that have been identified as well as the proposed solutions thereof.

The Accountable Body is responsible for:

- Ensuring that BC LEP Funding streams and programmes are effectively managing risk
- Producing a yearly report on risk and appropriate RAG status of all projects, once the annual project audits are completed.

The LEP Board is responsible for:

- Receiving monthly programme dashboard reports on the progress of all projects and to review and risks that have been identified

4.15.6 Programme Financial Risk Management

Any programme with pre-committed annual spend targets will undergo a year-end risk assessment with the relevant Accountable Body and the PMO. This will include analysis of the following project conditions:

- The project must be deemed Value for Money, have the ability to deliver the required outputs and capable of spending the required funding before any programme deadlines as specified by Government.

- A project may be withdrawn/de-committed if the full business case has taken longer than 12 months to come forward
- Any Site investigation or feasibility study must be complete before a Capital scheme can be considered for approval must not be any known compliance issues – i.e. State Aid compliant, lack of procurement framework
- There must not be any known other issues – i.e. Inability to provide security

If any of the above criteria has not been met, then the project will be RAG rated as 'RED'.

4.15.7 Project Risk Profile and RAG rating system

Impact	<p>4. Very High: The project objectives and benefits will not be achieved.</p> <p>3. High: Risk that has the potential to significantly impact project cost, schedule or performance by >15%</p> <p>2. Medium: Risk that has the potential to moderately impact project cost, project schedule or performance by >5% - <15%</p> <p>1. Low: Risk that has relatively little impact on cost, schedule or performance by <5%</p>
Probability	<p>4. Expected: Greater than 80% probability of occurrence (likely to occur, to be expected).</p> <p>3. Probable: Between 50% and 80% probability of occurrence (not surprised, will occur in given time).</p> <p>2. Possible: Between 20% and 50% probability of occurrence (could occur occasionally).</p> <p>1. Remote: Below 20% probability of occurrence (unlikely, though possible).</p>
Risk Score	<p>This is calculated field based on the values selected for both Risk Impact and Probability of Occurrence.</p> <p>o Red: 4-4 (Very High, Expected), 4-3 (Very High, Probable), 3-4 (High, Expected), 3-3 (High, Probable)</p> <p>o Amber: 4-2 (Very High, Possible), 3-2 (High, Possible), 2-4 (Medium, Expected), 2-3 (Medium, Probable), 2-2 (Medium, Possible)</p> <p>o Green: 4-1 (Very High, Remote), 3-1 (High, Remote), 2-1 (Medium, Remote), 1-4 (Low, Expected), 1-3 (Low Probable), 1-2 (Low, Possible), 1-1 (Low, Remote)</p> <div style="text-align: center; margin-top: 20px;"> </div>
Risk Owner	Identify who is responsible for the management, monitoring and control of the identified risk. Note that the actual task of monitoring may be delegated
Mitigation	<p>Define the actions required to reduce the probability, improve the controls and/or reduce the financial impact using the following Risk Responses as guidance:</p> <p>Terminate the Risk - by doing things differently and this removing the Risk, where it is feasible to do so. Countermeasures are put in place that either stop the threat or problem from occurring or prevent it having any Impact on the Project or business.</p> <p>Treat the Risk - take action to control it in some way where the actions either reduce the likelihood of the Risk developing or limit the impact on the Project to acceptable levels.</p>

Transfer the Risk - this is a specialist form of Risk Reduction where the management of the Risk is passed to a third party via, for instance, an insurance policy or penalty clause, such that the impact of the Risk is no longer an issue for the health of the Project. Not all Risks can be transferred in this way. Consideration must also be given as to whether all facets of a Risk can be transferred. E.G. while the financial impact of a Risk might be transferred, the brand impact may not be.

Tolerate the Risk - conscious decision to maintain threat where nothing can be done at a reasonable cost to mitigate it or the likelihood and impact of the Risk occurring at an acceptable level.

4.16 Project Lifecycle

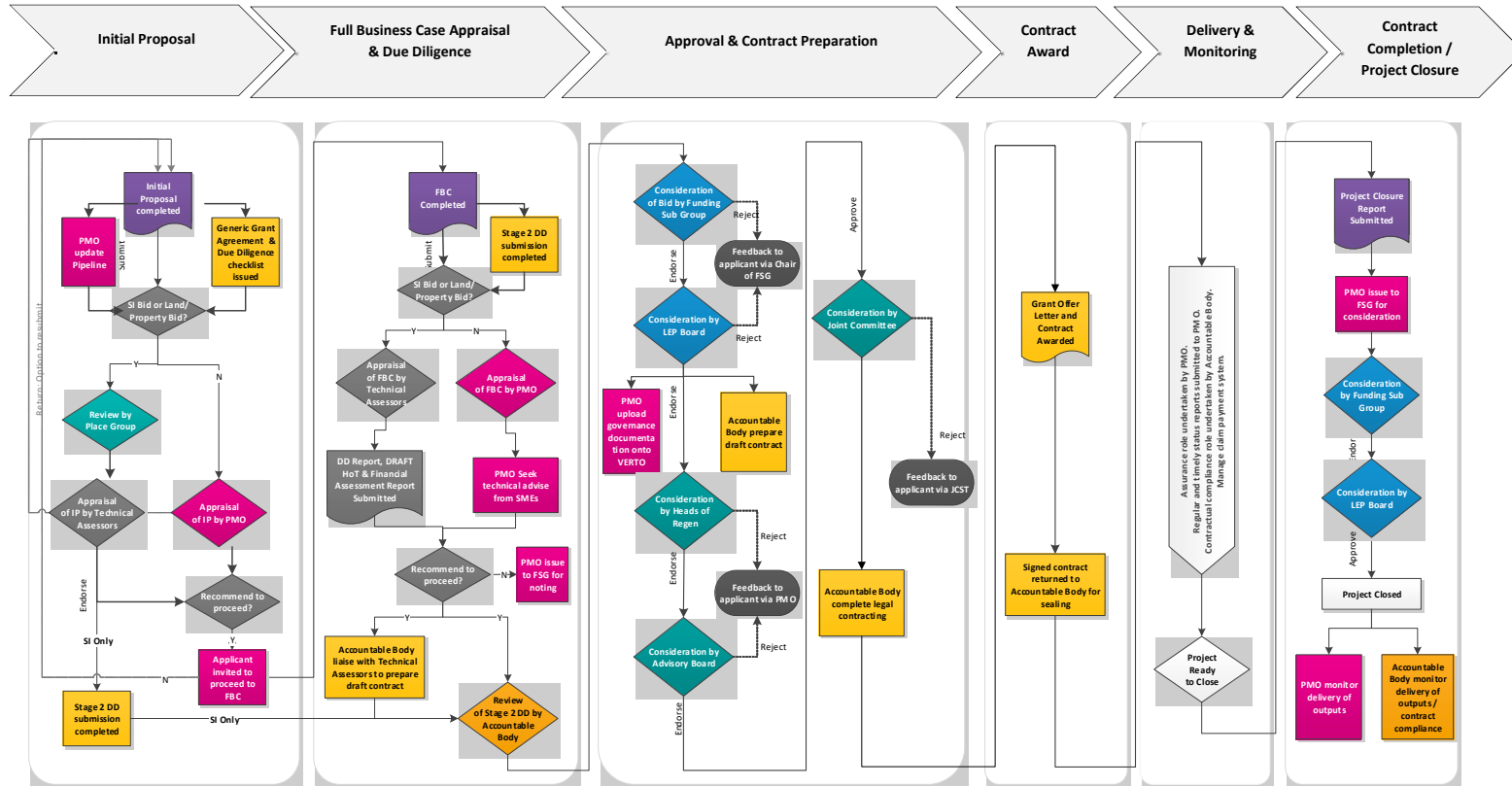
The diagrams below are designed to provide assurance to Government on how the identified projects brought forward will be governed and managed through their lifecycle.

The following process has clearly defined Stages (Initial Proposal to Contract Completion) and Stage Gates (the gateway between stages) which was originally specifically developed for the Growth Deal, although all of the Deal must now follow this process and comply with this Assurance Framework.

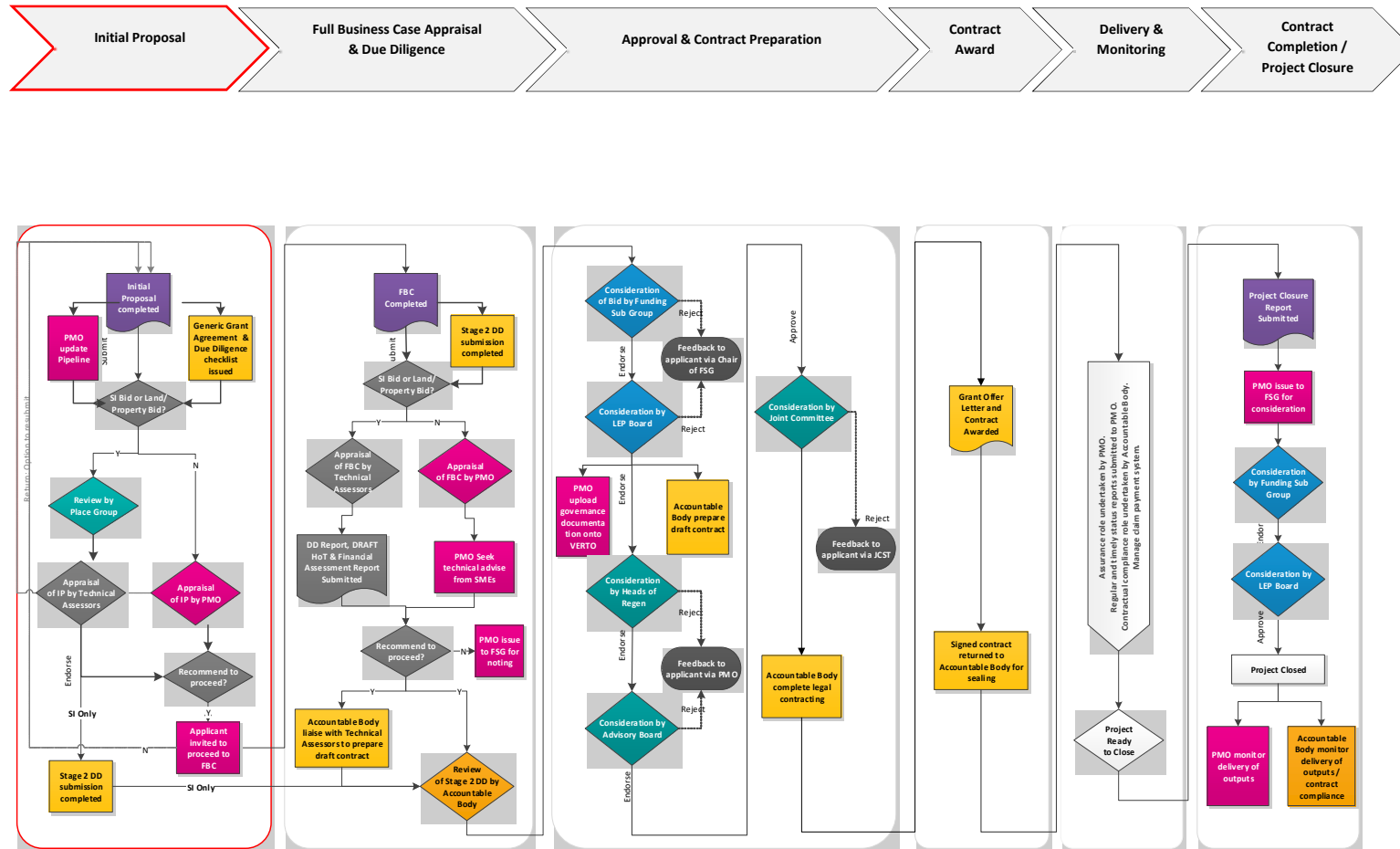
All projects will be subject to a structured due diligence process. The requirements at each stage of project development will be articulated and made available to the applicant. The technical appraisal and due diligence assessment will be appropriate for the specific funding request.

*NB: Major Transport schemes will also be subject to a separate appraisal, development and delivery process which is referenced in **Appendix 23 - 'Black Country Strategic Transport Guidance Notes'**.*

4.16.1 Overview



4.16.2 Initial Proposal Stage



- Submissions are actively encouraged from any Black Country stakeholder, including public, private and third sector. To minimize the barrier to entry the first Initial Proposal form has been designed to be as simple as possible to complete, but based around the Five Case Model for Business Cases as defined by HM Treasury. The purpose of the Initial Proposal is to provide a high level overview of the project, and the opportunities it presents and the risks it entails.
- Initial Proposals for Site Investigations or Property / Land projects will be submitted to property regeneration consultants for technical assessment. All other Initial Proposals will be submitted to the PMO for appraisal; templates are available via the BC LEP website. Clear strategic alignment to the SEP is paramount.

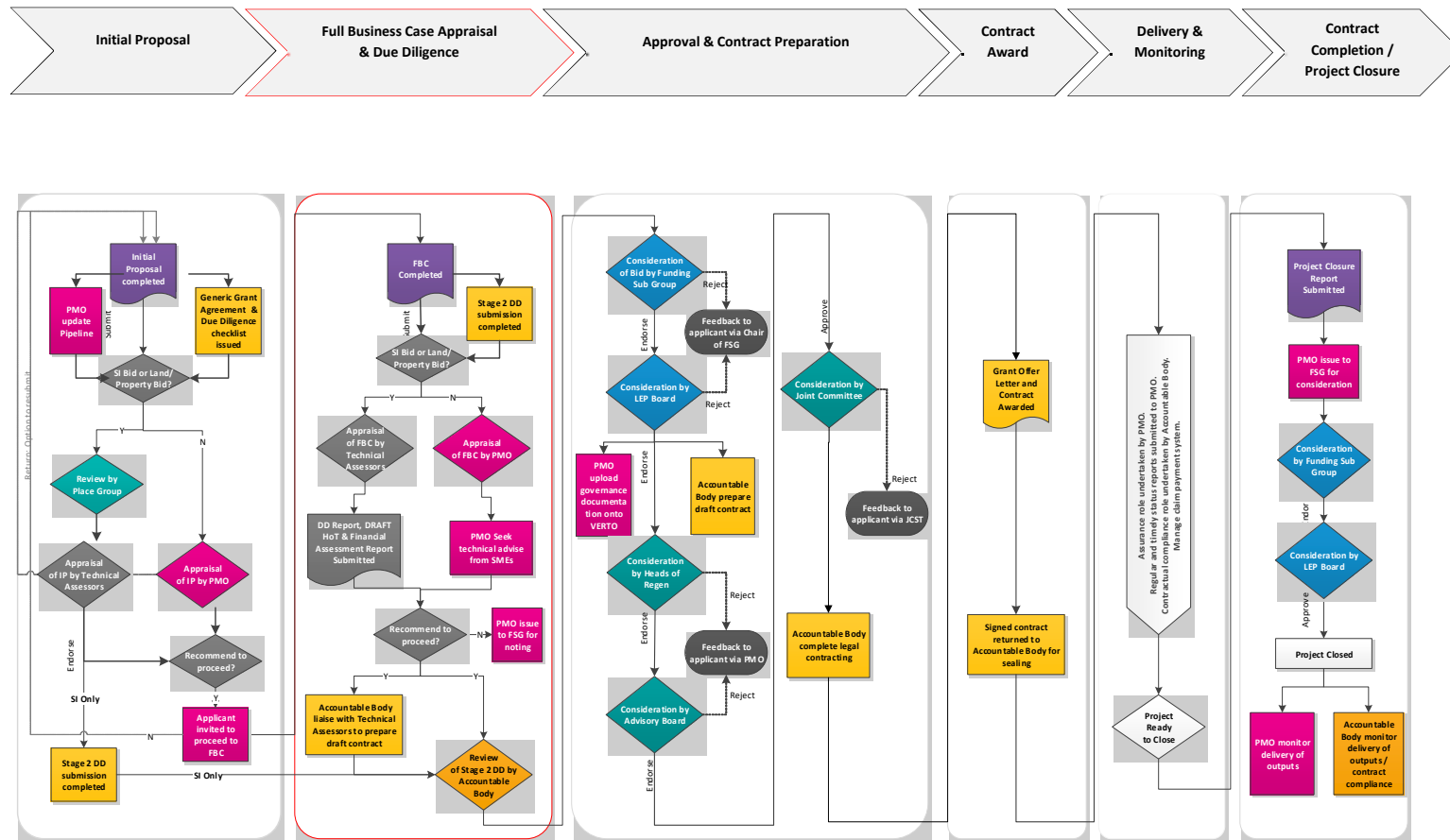
The PMO will be looking specifically: to match the proposal to the 3 strategic Themes and 12 SEP Programmes to which the BC LEP's Growth Objectives and Measures of Success are addressed and **how** the proposal will unlock the identified BC LEP's Growth Objectives.

- c. The PMO will seek technical / expert guidance to validate demand as well as state aid compliance.
- d. Proposals will either be endorsed / recommended to proceed or returned. Proposals requiring 100% funding will automatically be returned with an exception of Site Investigation and Development proposals. Those proposals that are returned are invited to resubmit. Guidance will be offered on the reasons for non-endorsement.
- e. Those proposals that are endorsed / recommended to proceed are invited to move to the Full Business Case & Due Diligence Stage and develop their FBC. The project is added to the Black Country Dashboard Reports to the LEP Board as well as to the Heads of Regeneration Working Group and Joint Committee Advisory Board.
- f. Site Investigation projects will only be required to submit an Initial Proposal, proposals that are endorsed / recommended to proceed are also issued to the Officer Place Group for review of strategic fit.
- g. Low value machinery purchase bids of under £500,000 will only be required to submit an Initial Proposal, providing there are no structural property changes required to accommodate the new machinery. Whilst an FBC will not be required, the applicant will be required to complete a number of additional schedules as requested by the PMO.
- h. Transport development projects will only be required to submit an Initial Proposal. Whilst an FBC will not be required, the applicant will be required to complete a number of additional schedules as requested by the PMO.
- i. Accessing Growth schemes will only be required to submit an Initial Proposal. Whilst an FBC will not be required, the applicant will be required to complete a number of additional schedules as requested by the PMO.
- j. Initial Proposals will be appended with a copy of the SAB's Stage 2 Due Diligence checklist. Applicants will be required to declare that they have understood what is required of them by the SAB before the application can proceed. A copy of the generic Grant Agreement will also be issued, as early visibility of the documentation will enable a more rapid turnaround at pre-contracting.

NB: Whilst Site Investigation bids will only complete the Initial Proposal document, all SI bids will be subject to endorsement by the Sponsoring Local Authority, Funding Sub Group, LEP Board, Heads of Regeneration Working Group, and Joint Committee Advisory Board before approval by the BCJC. Site Investigation bids will also be subject to technical appraisal and due diligence conducted by a third party agent.

NB: Projects without a proposal in place will be deferred and taken off from the Heads of Regeneration Working Group meeting agenda, but will remain in the BC pipeline. Once the proposal is received, the project will be scheduled for consideration and added onto the agenda for the upcoming Heads of Regeneration Working Group meeting.

4.16.3 Full Business Case & Due Diligence Stage

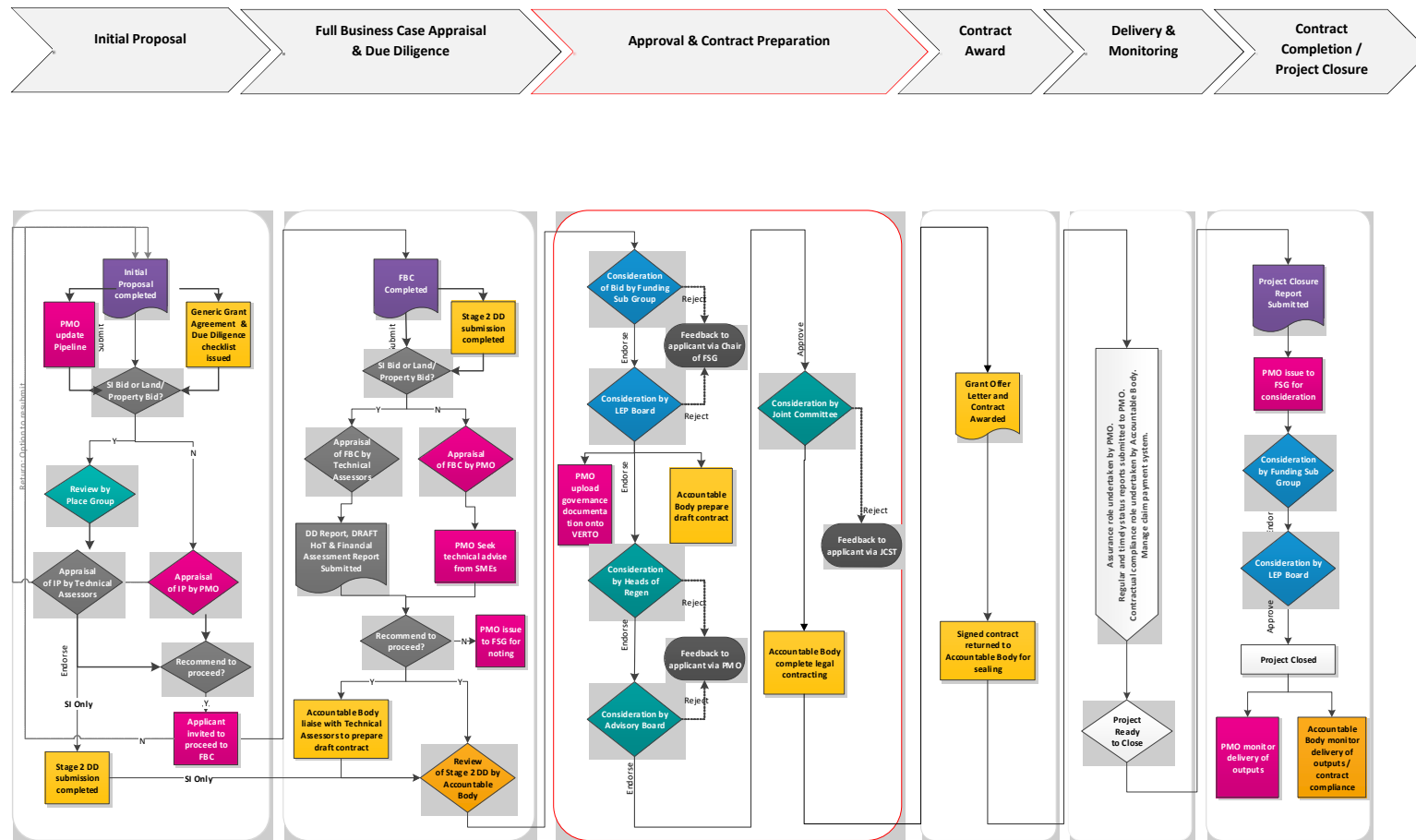


- The FBC is the detailed planning stage where the applicant will revisit and build on the information supplied in the Initial Proposal.
- At this stage the PMO instructs the applicant to commence Stage 2 due diligence, and informs the **SAB** that they have done so, to enable **the SAB** to provide the appropriate support and guidance from the earliest possible stage. It is made clear to the applicant by both the PMO and **the SAB** that this does not equate to an approval of their project and all work done at this stage remains at the risk of the applicant. **The SRO (or SSRO) must be named on the FBC.**

- c. The PMO will provide helpful guidance information to those completing FBCs. This will include online support and include face to face workshops, depending on demand from applicants. The guidance will be on how to complete the documentation, not what to enter. Those providing guidance must be allowed to remain independent.
- d. Once submitted, the FBC will be evaluated by the PMO using a clearly defined scoring model that defines the characteristic of a “0”, “1”, “2” and “3” against the Five Case Model elements of Strategic, Economic, Commercial, Financial, and Management. The score generated will confirm the robustness of the FBC and inform the prioritisation to be carried out by the Funding Sub Group. Additionally, to support prioritisation, the PMO will deploy the LEP BCR model which takes the outputs from projects and calculates the benefit cost ratio for employment, business creation, business assists, learners assists and housing outputs and combines them to calculate the GVA impact and a total project Benefit Cost Ratio based on the public sector ask. The full methodology is show in Appendix 22.
- e. Property / Land project bids will then be submitted to the property regeneration consultants for technical appraisal. The consultants will liaise directly with applicants to gather necessary additional information required to complete technical and cost appraisal. The consultants will also issue and agree a draft Heads of Terms (HoT) with the applicant. The HoT will also be subject to review and agreement **by the SAB**. The outcome of the appraisal will be a detailed Stage 1 Due Diligence Assessment Report and agreed HoT, which will be submitted by the PMO to the Funding Sub Group for consideration / endorsement.
- f. During this stage **the SAB** will also hold a pre-contracting workshop (offered to all projects, but non-mandatory) with the applicant and support the applicant through completion of their Stage 2 Due Diligence submission ahead of consideration by the BCJC.
- g. The Funding Sub Group will consider an FBC and make a recommendation to proceed / not to proceed to the main LEP Board at the next available BC LEP Board meeting. **FSG and LEP Reports will be drafted by the PMO which summarises the information from the FBC, due diligence and includes results from the Five Case scoring model (d). This report will be circulated for consultation to the SAB (including the S151 of the SAB (or nominated officer) and the SRO (or SSRO) of the project prior to issue of final papers to the FSG Board. The Section 151 officer (or nominated officer) must ensure all financial implications and risks are accurate and complete, and the SRO (or SSRO) must ensure that the project details are accurate. Any concerns raised by the SRO/SSRO that the PMO consider should not result in an amendment to the FSG Report will be documented and shared with the FSG during the meeting and captured within the minutes.**
- h. The calendar of LEP Board meetings will be publicised to provide clear guidance as to the approval schedule. The Funding Sub Group will meet at an appropriate interval prior to the LEP Board to enable the submission of recommendations.
- i. The Funding Sub Group does not make a formal approve / reject decision but provides recommendations to the decision-making entity the LEP Board. The Funding Sub Group will focus on the strategic fit of each bid and their recommendations will be shared via meeting minutes presented by the Chair of the Funding Sub Group. Supplementary information for clarification may be requested by the Funding Sub Group.
- j. If all the supplementary information has been provided then the bid will be submitted to the LEP Board for approval.

- k. Applicants are NOT able to update their FBC at any time whilst waiting for submission to the LEP Board without undertaking a formal Change Request. The Change Request will be reviewed by the Head of PMO at the BCC Ltd in the first instance. Depending on the scale/nature of the Change then the Head of PMO at the BCC Ltd may require the author to return to the FBC & Due Diligence Stage.
- l. If the LEP Board reject a submitted FBC the applicant may be invited to revisit their FBC and resubmit.
- m. If the LEP Board feels the types of projects and benefits being submitted are unbalanced they will feed back their Needs. These Needs may trigger a re-prioritisation by the Funding Sub Group of waiting Business Cases. Needs may also be communicated back up the chain to those considering submitting an Initial Proposal. Additional marketing around these Needs may also be appropriate.
- n. Once the LEP Board approves a submitted FBC the applicant will be notified of the outcome of their bid by the Chair of the Funding Sub-Board, although caveated to note that the decision will still require ratification by the BCJC.
- o. The bid will then be subject to endorsement by the **Heads of Regeneration Working Group** (the four Executive Directors of the four BC Local Authorities) and the **Joint Committee Advisory Board**. If both the **Heads of Regeneration Working Group**, and subsequently, the **Joint Committee Advisory Board** endorse / make a recommendation to proceed, the bid will move to the Contract Ready Stage.
- p. Reports for the **Heads of Regeneration Working Group** will be drafted by the PMO to ensure that the appropriate level of detail, including any conditionality applied, is included. **Joint Committee Advisory Board** reports will be drafted by the relevant Local Authority Officers **(including SRO)** and PMO **(if private, including SSRO)** and will be completed by the SAB. BCJC reports will be completed by Walsall Council as BCJC Secretariat.

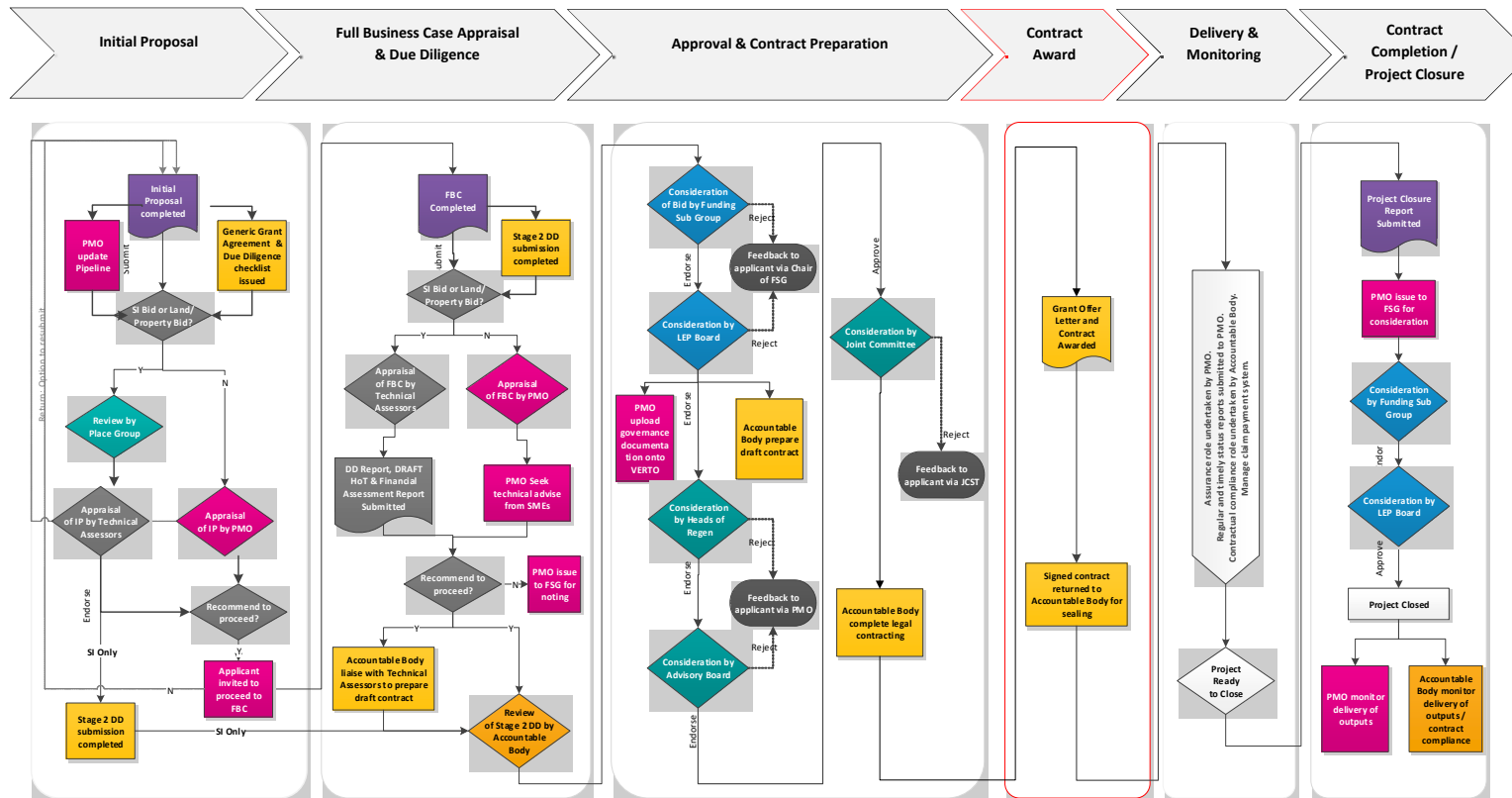
4.16.4 Approval & Contract Preparation Stage



- The PMO will undertake Pre-Due Diligence checks on all FBCs and confirm sign off to **the SAB** post LEP Board approval of the project. This will support **the SAB** in completing the Stage 2 Due Diligence.
- During Stage 2 Due Diligence **the SAB** will negotiate the drafting of the Grant Agreement with applicants, including the security or underwriting of the Grant via claw back provisions, or a Performance Bond, Legal Charge, or other process for underwriting performance by the Grantee, together also with the content of the Schedules and confirm the required outputs.
- The SAB** will aim to complete Stage 2 Due Diligence on all projects that have been approved by the LEP Board prior to submission to the BCJC.

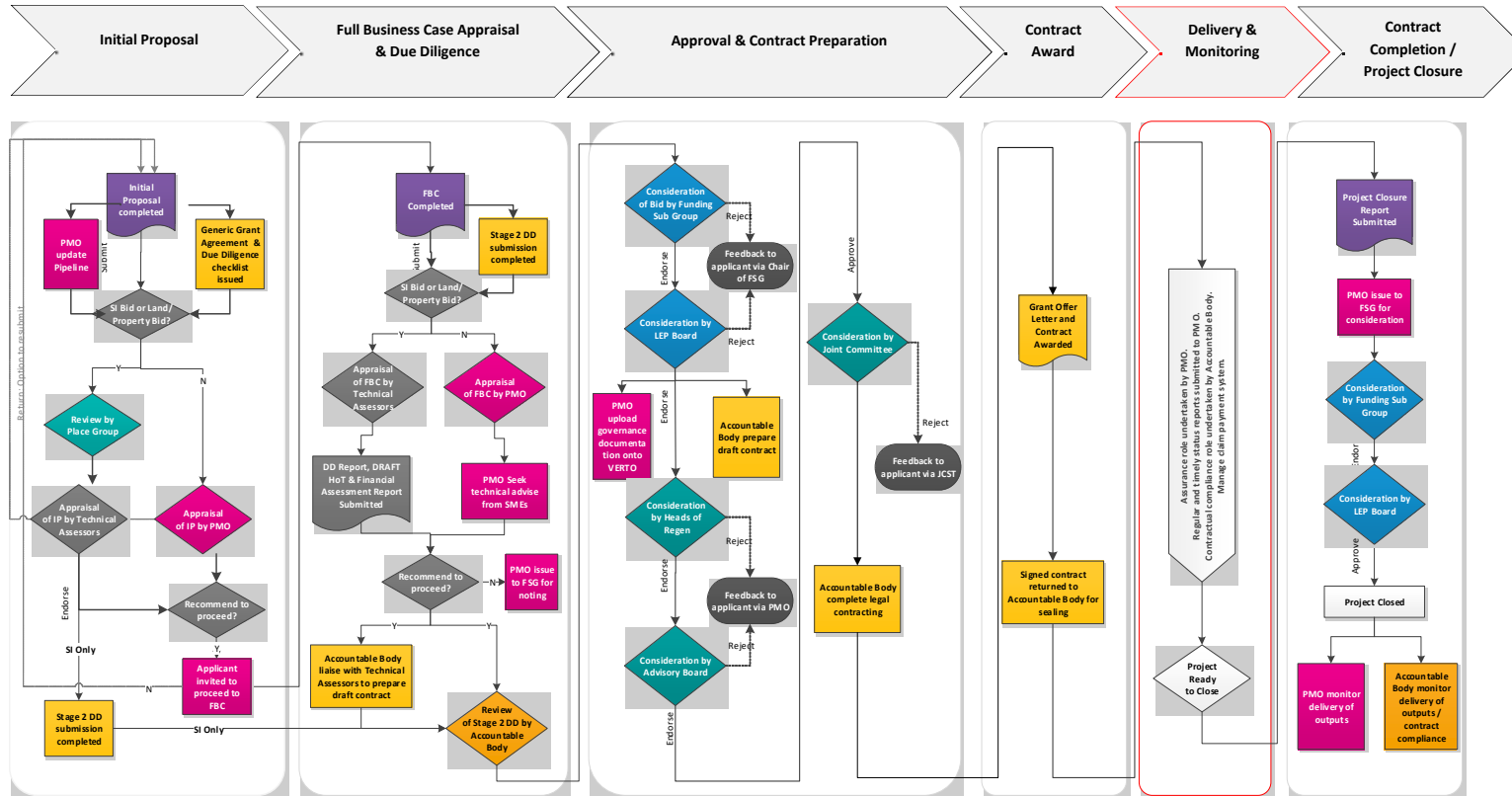
- d. All projects at this stage will be submitted to the BCJC for review by the Joint Committee Secretariat.
- e. Those projects approved by the BCJC will move to the Contract Award Stage.

4.16.5 Contract Award Stage



- a. Agreement of the terms of and subsequent award of the grant agreement by **the SAB** will be determined by the availability and allocation of funding. Some projects may therefore remain at “Approved Contract Ready Stage” until funding is provided and Stage 2 Due Diligence is completed.
- b. Once funding is provided a contract can be awarded and project delivery will commence.
- c. Detailed contract / grant conditions will be drawn up by **the SAB** for each successful bid as part of the Contract Award stage following both Stage 1 and Stage 2 Due Diligence, and pre-award negotiations. Standard Conditions for each Funding source are available on the BC LEP website.

4.16.6 Delivery



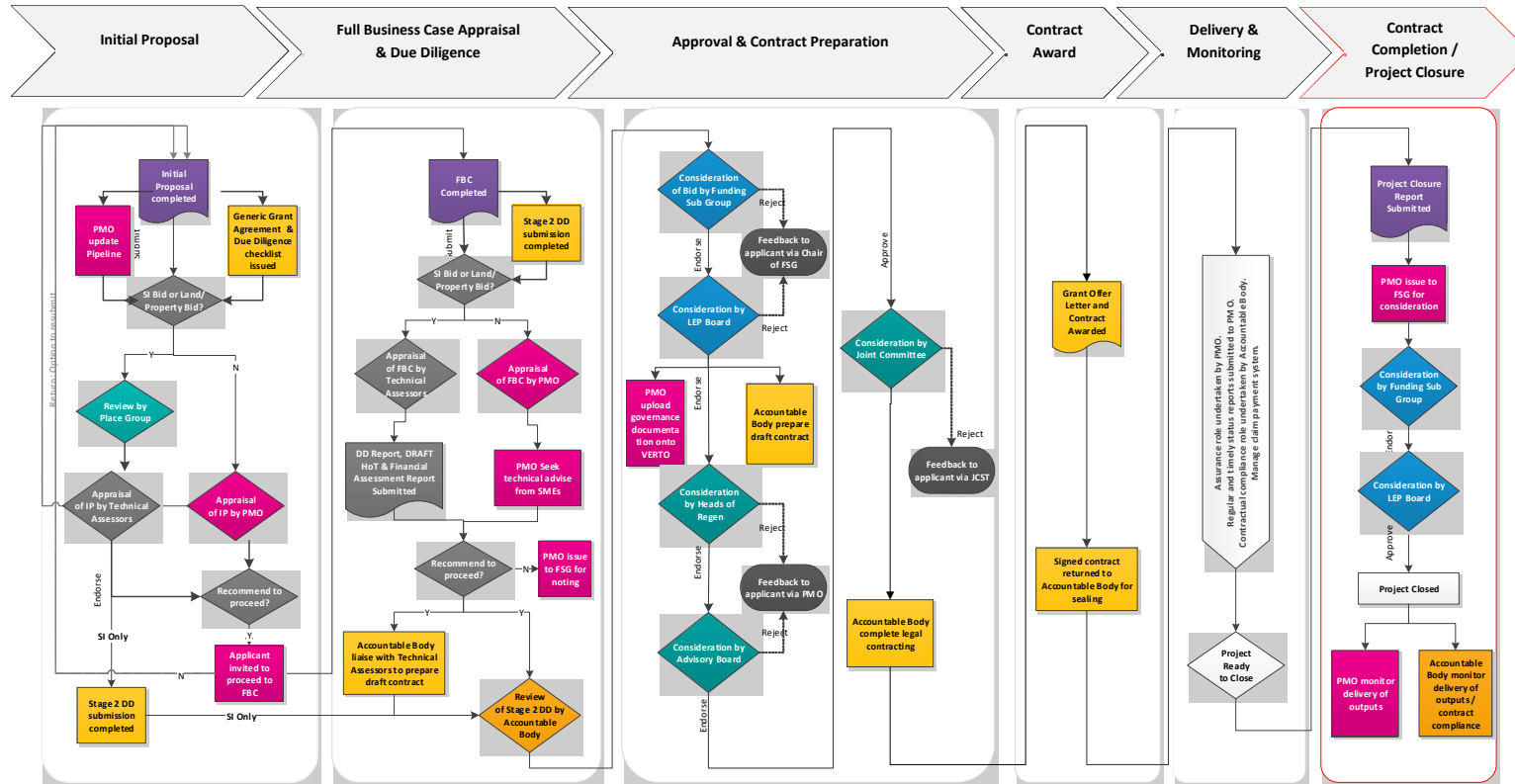
- The project is now in Delivery and continues to be subject to monitoring and change control by the PMO, as well as ongoing contractual monitoring and compliance **by the SAB**. The SAB has developed a Monitoring and Assurance Framework, which details how ongoing monitoring of contract delivery will take place. Applicants are asked to confirm they will adhere to this at the Initial Proposal stage. A copy of the Framework is available at Appendix 24a&b of this Assurance Framework.
- The Project Manager for each project must provide timely and accurate status information to the PMO using the Project Status Report (PSR)⁵ via an online Project Management Information System (PMIS) called Verto. Any identified possible deviation away from the contracted schedules must be highlighted as

⁵ The Project Status Report (PSR) is designed to provide the PMO with an accurate assessment of the current state of the project. It will provide the PMO with the latest set of information against the following headings; Project Health, Timelines, Risks and Issues, Spend and Claims forecasts and actuals, and an update on outputs delivered / to be delivered.

early as possible via the PSR. This monitoring is supported by the reporting by the Project Manager against agreed deliverables to the SAB which forms the grant claims process.

- c. During all stages, project will be required to comply with 1) the Identity Guidelines; 2) BC LEP's requirements for the use of appropriate signage and logos at the Site; 3) and BC LEP's requirements to provide high resolution images of the Project and the Site.
- d. Any request to change from the agreed baseline scope, cashflow, timescales and outputs (outside of the agreed tolerances) must be managed through submission of a formal Change Request from the Project Manager into the PMO. The standard Change Control process is contained in Appendix 25.
- e. Minor changes to forecast cashflows (i.e. within agreed tolerances) must be notified immediately via the PSR by the Project Manager but will not require a Change Request proposal.
- f. The PMO will provide the Assurance function to the LEP Board and may undertake detailed assessments and analysis of in-flight projects at any time.
- g. The PMO will provide timely and accurate dashboard reporting to the LEP Board, the BCJC and any other appropriate stakeholders on the performance of in-flight projects. Copies of the monthly Dashboards will also be available via the BC LEP website <http://www.blackcountrylep.co.uk/about-us/our-board/lep-board-meetings/>.

4.16.7 Contract Completion & Project Closure



- The project must be formally closed once all contracted grant and match funding have been claimed, and all milestones and outputs have been achieved and verified.
- On completion of the agreed scope of work, a final PSR will be submitted by the Project Manager in Verto as well as Project Closure Report will be submitted to the PMO. PMO will then inform the LEP Board via the monthly dashboard reports.
- The PMO will continue to monitor grant & match funding and milestones & outputs as required to support the original approved FBC until the end of the relevant programme. The PMO will inform the LEP Board via the monthly dashboard reports.
- The SAB will continue to monitor grant & match funding and milestones & outputs as required until all are achieved as well as will capture over performance of the contracted level of outputs captured in the Grant Agreement with the Grantee.

4.17 Contract Claims Process

- 4.16.1 All Projects are provided with clear guidance for recovering the Grant aided element of their expenditure throughout the Grant year. Evidential requirements are set out in the grant agreements.
- 4.16.2 Specific process guidance is issued to grantees annually to ensure compliance with year-end cut off procedures deployed by Walsall Council as **the SAB**.

*NB: Details of **the SAB** Contract Claims Process is referenced in **Appendix 17 – ‘All Programmes - Roles and Responsibilities’**.*

4.18 Evaluation

The BC LEP Board and partners are clear on what the BC LEP needs to achieve in order to deliver economic growth for the Black Country. The BC LEP has a long-established, politically endorsed Performance Management Framework in place against which the BC LEP monitors its progress in relation to the targets established by the SEP. The Performance Management Framework sets out our clear ambitions for the area. It provides a comprehensive knowledge base over the period of the programme so that the initiatives and interventions can be tracked and aligned. As this knowledge base grows and builds, this will create a legacy that can inform emerging strategies and initiatives to ensure future policy is informed by a robust knowledge base drawn from the real life expertise of the partners and participants to this project.

For each of the 12 SEP Programmes the BC LEP is clear on the current baseline position and the scale of impact required in order to achieve its long term targets. These are monitored and reported to the BC LEP Board via the BC Economic Intelligence Unit. The evaluation and overall impact of all activity is critical for the BC LEP Board.

4.18.2 Evaluation of the Growth Deal

It is a requirement by BEIS that LEPs produce evaluation plans for their growth deal allocations. These plans are owned by the LEP and are in response to the challenge that has been set by the Public Accounts Committee to progress the quality of evaluation of local growth interventions. A copy of the Black Country LEP Growth Deal Evaluation Plan can be found at Appendix 33.

The Growth Deal as a whole will be evaluated and assessed in terms of the economic impact on the Black Country in the context of the Black Country Performance Management Framework and the SEP utilising outcomes and impact evaluation techniques.

A series of selection criteria have been developed by the Economic Intelligence Unit, through which the BC LEP will determine the shortlist of projects to be evaluated:

Criteria	Description
Timing	<i>Projects on which work will begin during 2015/16 will be prioritised.</i>
Importance to the BC LEP/Relevance to SEP	<i>Projects should contribute to meeting the needs of the BC LEP, providing data and intelligence that are of practical use and have a clear relation to themes set out in the SEP.</i>

Project Innovation	<i>Projects involving or supporting innovative activities should be selected, where possible. On this criterion, highly innovative projects with smaller budgets will be prioritised over larger, more standard schemes, in order to facilitate learning and capture best practice.</i>
Size	<i>Projects must be large enough for impact to be measured and should receive proportionate evaluations - larger public investments justify fuller evaluation. The suggested size ranges are: <£5 million= small, <£50 million = medium, £50 million and above = Large.</i>
Availability of Evidence	<i>Priority should be given to projects in areas with weak existing evidence bases.</i>
Evaluation Cost	<i>Projects should be prioritised where evaluation costs will not be unreasonably high and where the best value for money can be achieved with the evaluation.</i>
Technical Feasibility (1) Practicality	<i>Projects should be prioritised where a basic level of evaluation evidence can be obtained, using a reasonable amount of resource.</i>
Technical Feasibility (2) Robustness	<i>Projects should be selected, if possible, where robust evaluation is feasible. Projects should be judged based on their score on the Maryland Scale (1-5), with 1 being "Poor" and 5 indicating "Gold Standard". Gold standard is unlikely to be practicable for Growth Deal projects</i>
Data Collection	<i>Projects must avoid relying only on self-reported outcomes for impact assessment, cross-referencing wherever possible to Government statistics. Self-reported outcomes include data provided through beneficiary surveys, stakeholder consultations and other primary research methods, which are considered less robust than Government data, although this may not be available at the required level of detail.</i>

In all cases evaluation should be proportionate and selective and taking into consideration the scale, value and scope of an intervention.

Growth deal project sponsors are required to work with the BC LEP to outline the most appropriate evaluation approach, for example, process evaluation, theory based evaluation, outcomes evaluation or impact evaluation for their project and provide the BC LEP with evaluation reports as agreed.

Each type of evaluation question applied to a specific level of coverage serves a slightly different audience but in general the uses of evaluation can be characterised as:

- Demonstrating Growth Deal delivery and value for money (particularly important for programmes that may later seek additional funding);
- Learning lessons about what works, either to create desired impact on outcomes or to ensure **efficient delivery of outputs**;
- Providing the evidence base to influence future decentralisation policy.

Selected project evaluations will be submitted to the BC LEP Board and will be available on the LEP website.

SECTION 5

Signing the Assurance Framework

5.1 Signatories

In signing this Assurance Framework, the signatories which are stated in the left-hand column of the following table each confirm that their organisation will work and collaborate in accordance with the requirements of this Assurance Framework, and that in the delivery of their role they will ensure that the Assurance Framework is adhered to at all times while it is in force.

Name of Signatory	Organisation represented by Signatory	Position	Signature
	Single Accountable Body – Walsall Metropolitan Borough Council	Section 151 Officer/Chief Finance Officer	
	Black Country LEP	Chair of the Board	
	Black Country LEP/Black Country Consortium Ltd	Chief Executive	
	Black Country Consortium Ltd	Company Secretary	
	Dudley Metropolitan Borough Council	Chief Finance Officer	
	Sandwell Metropolitan Borough Council	Chief Finance Officer	
	Wolverhampton City Council	Chief Finance Officer	

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Any enquiries regarding this publication should be sent to:

Programme Management Office: PMO@blackcountryconsortium.co.uk

Single Accountable Body Team: JCST@walsall.gov.uk

Black Country LEP Assurance Framework

Table of Changes – 20th January 2020

Report Paragraph	Current Change	Proposed Change
3.4.1	All references to the “Black Country Executive Joint Committee City Deal, Growth Deal and Combined Authority” throughout the LEP Assurance Framework	Amended to – “Black Country Joint Executive Joint Committee”
3.4.2	All references to the “City Deal, Growth Deal and Combined Authority Advisory Board” throughout the LEP Assurance Framework	Amended to – “Joint Committee Advisory Board”
3.4.3	All references to the “City Deal, Growth Deal and Combined Authority” throughout the LEP Assurance Framework	Amended to – “Heads of Regeneration (Working Group)”
3.4.4	Key Abbreviations Updated	<ul style="list-style-type: none"> – BCJC Secretary – the BCJC Secretary responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Joint Committee, minutes of the Joint Committee, and making arrangements for the publishing in accordance with Access to Information requirements all meetings, agenda, agenda items and minutes as appropriate. The BCJC Secretary and such other officers as may be deemed necessary for the due conduct of the business of the Joint Committee is Walsall Metropolitan Borough Council; – EZ – Enterprise Zones; – GPF – Growing Places Fund; – SAB – Single Accountable Body – SAB Working Group – the Single Accountable Body Working Group attended by senior officers at the Single Accountable Body, including Section 151/ nominated Finance

		<p>officers, and the Chief Executive and the Head of Programme Management Office (PMO) at the BCC Ltd;</p> <ul style="list-style-type: none"> - SAB Team – the Single Accountable Body Programme Management Team is led by the Joint Committee Programme Manager. Senior officers at the SAB Team are the Joint Committee Programme Manager, SAB Team Leader and Section 151 and/or nominated Finance officer. Team comprises the Programme Management, Contracting, Governance, Monitoring, Compliance and other officers as may be deemed necessary for the due conduct of the business of the SAB; - The Deal - the Local Growth Fund, City Deal Housing Jobs and Prosperity Pilot, Enterprise Zones, Growing Places Fund, Land and Property Investment Fund, Growth Hub and BC LEP Core and Strategic funding; and any other funds directly allocated to the BC LEP, requiring an accountable body (collectively known as The Deal); - SRO – Senior Responsible Officer is named in the Full Business Case of each project and is responsible for a project meeting its objectives, delivering the required outcomes and realising the required benefits. The SRO steers and champions the project and should ideally hold a senior position within the organisation of the grant applicant and have control or influence over the business area or resources into which the project outcomes will be delivered. Where a grant applicant appoints a third-party organisation to deliver the project (effectively devolves delivery to a third-party organisation) the SRO will have the same role and will operate to the same principles of transparency
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		<p>and consistency i.e. there will be no devolving of responsibility of the SRO to third party applicants. The SRO will review reports that go through the Assurance Framework governance process for accuracy and completeness. The SRO is responsible for escalating all key project issues internally.</p> <ul style="list-style-type: none"> - SSRO – Sponsoring SRO. A SSRO is a named local authority officer in the Full Business Case that is required when the SRO is a non-local authority person because the grant applicant is a third-party organisation. The SSRO will be employed by the local authority in the same geographical area as the grant applicant. SSROs will review reports that go through the Assurance Framework governance process for accuracy and completeness.
3.4.5	Section 1.3 updated as over	<ul style="list-style-type: none"> - The BC LEP Board has been established since 2012 and currently comprises of up to 20 voting members with up to 5 co-opted Members appointed on an annual basis. - Note: Higher Education Representative – there is one University in the Black Country, the University of Wolverhampton. Representation on the LEP includes the Leaders of the four Black Country Authorities, senior business people who are leaders in their respective fields and education representatives. The LEP requires the leader of the University, the Vice-Chancellor, to be the University representative on the main LEP Board. Whilst it is acknowledged that this is outside of the agreed 8-year term for Board Members, the post holder of Vice Chancellor is the most appropriate representative of the HE sectors and as such has a dispensation to extend

		<p>the term of tenure, so long as they remain in office. This can be reviewed if another university is created in the Black Country.</p> <ul style="list-style-type: none"> - Note: The revised tenure, agreed by the LEP Board in May 2018 - that LEP Board Members “will normally serve for a period of two years, renewable for three further terms subject to approval of the LEP Board” required, at the time, approval of the Black Country Joint Executive Committee, received in September 2018 In accordance with the approval by the BCJC four members will serve through to September 2020, as the Board goes through a transition period. During 2020 the LEP recruitment campaign will continue, with positive action to improve both the gender and ethnic diversity of the Board, when vacancies arise. - All new BC LEP Board members, to include the Chair, (except Council Leaders) appointed post January 2019 will normally serve for a period of three years renewable for one further term subject to the approval of the BC LEP Board and subject to such performance review as the BC LEP Board may establish. - The Black Country has appointed a Board Diversity Champion.
3.4.6	Section 1.7 (Cross LEP Working and Engagement)	Updated in line with the National Assurance Framework requirement for LEPs in MCA areas to publish a statement in their Local Assurance Frameworks outlining respective roles and responsibilities.
3.4.7	Section 3 (Accountable Decision Making)	Updated with Black Country LEP Equality and Diversity Statement & further clarification on the Single

		Accountable Body Section 151 Officer, whose role in overseeing the proper administration of financial affairs is extended to include those of the Local Enterprise Partnership. Section 3 covers a significant role change for the appointed Single Accountable Body Section 151 Officer, as illustrated by the Chartered Institute of Public Finance & Accountancy (CIPFA) guidance, and sets out the principles for Section 151 Officer in relation to overseeing the financial affairs of their Local Enterprise Partnerships. The Section 3 clearly sets out how the funds are to be administered and the roles of officers in doing so, including the responsibilities of the Section 151 Officer and the Black Country Local Enterprise Partnership.
3.5	Appendix 10 - Constitution and Functions of the Black Country Executive Joint Committee	As outlined in the para 3.4.1 above
	Appendix 11 - Constitution and Terms of Reference of the Joint Committee Advisory Board	As outlined in the para 3.4.2 above
	Appendix 12 - Constitution and Terms of Reference of the Heads Regeneration / Working Group	As outlined in the para 3.4.3 above
	Appendix 13	BCEJC Collaboration Agreement 2020 (widening the scope to include all funds secured by the Black Country Local Enterprise Partnership);
	Appendix 24a	All Programmes Monitoring and Assurance Framework Programme (applicable to all funding streams not only Growth Deal)
	Appendix 24b	All Programmes Monitoring and Assurance Framework Projects (applicable to all funding streams not only Growth Deal);
	Appendix 37	Removed - BC Land and Property Investment Fund Project Governance Lifecycle (will follow established governance process outlined in the section 4 of the Black Country LEP Assurance Framework)

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

CONSTITUTION

Updated February 2020

1. Dudley MBC, Sandwell MBC, Walsall MBC and Wolverhampton City Council established an Executive Joint Committee known as the Black Country Joint Committee ("the Committee") for the purpose of discharging the functions mentioned in **Annex A**. The Committee is a joint committee of the Executive for the purposes of Part VI of the Local Government Act 1972 and Part I Chapter 2 of the Local Government Act 2000 and the provisions of thereof that are applicable to Joint Committees of the Executive shall apply to the Committee.
2. (i) The Committee shall comprise four members, each Council being entitled to appoint one voting member who shall be a member of the Councils Cabinet making the appointment. In the event of a voting member of the Committee ceasing to be a member of the Council which appointed him/her, the Council shall forthwith appoint another voting member in his/her place. Only a voting member is entitled to be elected as Chair or Vice-Chair of the Committee.

(ii) Each Council may appoint members of its Executive as substitute for the voting members appointed under (i) above to attend meetings of the Committee and its sub-committees in the absence for any reason of the voting members or observer members appointed under (i) above and in attended meetings of the Committee and its sub-committees the substitute voting members or observer members shall be treated in all respects if they were appointed under (i) above as the case may be. The Secretary for the Committee shall be informed prior to the commencement of the meeting of the names of the substitute members.

(iii) The Chairman of the Black Country Local Enterprise Partnership shall be an ex officio member of the Committee on matters relating to the funds secured **by the Black Country Local Enterprise Partnership (BC LEP)**. Ex officio members may speak at meetings of the committee but not vote. The Chairman of the Black Country Local Enterprise Partnership shall present reports to the Joint Committee from **the Joint Committee** Advisory Board.

(iv) The Black Country Consortium Ltd will be responsible for writing reports to the Joint Committee from **the Joint Committee** Advisory Board in the format provided for at **Annex B**. All other reports from any subcommittee and or Council will also take the form as set out in **Annex B**. A representative of the Black Country Consortium Ltd can be in attendance at meetings of the Joint Committee on matters relating to **all funds secured by the BC LEP** in an advisory role as the Joint Committee see fit.

- (v) The Committee shall at its Annual Meeting, elect a Chair and Vice-Chair from among its voting members or chose to adopt for that year to have a rolling Chair and Vice Chair being upon rotation. In the event of both being absent from the meeting, the Chair and Vice-Chair for whatever reason, the Committee shall elect a chair from amongst the voting members present for that meeting but shall not count for purposes of rotation.
 - (vi) Three voting members of the Committee shall constitute a quorum. Except as otherwise provided by statute, all questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Committee.
 - (vii) The Committee shall meet as agreed at its AGM. However a meeting of the Committee may be convened at any time by the Secretary in consultation with the Chair for the meeting that would be convened. A meeting of the Committee must also be convened by the Chair within 28 days of the receipt of a requisition of any two voting members of the Committee addressed to the Secretary of the Committee. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting.
 - (viii) The Committee shall from time to time make such standing orders for the carrying on of the business of the Committee as the Committee shall deem necessary and or desirable.
 - (ix) For the avoidance of doubt and subject to there being no changes to the law on this issue, where a Council is operating executive arrangements pursuant to the Local Government Act 2000 (and any regulations made under it), it will be a matter for the Executive of the Council to appoint any voting member, or substitute member of the Committee as long as that member is a member of the appointing Councils Cabinet.
3. The Committee shall from time to time appoint such sub-committees and Advisory Boards to consider and deal with any of the functions of the Committee as may be thought desirable.
 4. The Committee Secretary and such other officers as may be deemed necessary for the due conduct of the business of the Committee shall be Walsall Metropolitan Borough Council.
 5. Meetings of the Joint Committee shall be held at Walsall Metropolitan Borough Council unless otherwise directed by the Joint Committee.

6. The Secretary shall:
 - (i) Be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Joint Committee and minutes of the Joint Committee.
 - (ii) Be responsible for making arrangements for the publishing in accordance with Access to Information requirements all meetings, agenda, agenda items and minutes as appropriate.

7. That the relevant Standing Orders for Black Country Joint Committee are those of Walsall Metropolitan Borough Council.

Annex A – Terms of Reference



FUNCTIONS OF BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

1. To receive reports from any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee.
2. At any time review and agree proposed changes to the Functions of the Committee, and seek approval of the same from the four Council Executives of the Black Country authorities.
3. To agree and approve any proposed governance and or reporting structure that the committee sees fit.
4. In relation to the funds secured by the BC LEP:
 - 4.1 To act as a strategic body; setting and reviewing objectives for strategic investment across the Black Country, including:
 - a. Providing a coherent single position on the major strategic issues in relation to the funds secured by the BC LEP;
 - b. Agreeing allocation of spending;
 - c. Agreeing major priorities;
 - d. Consider and agree recommendations made by any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee;
 - e. Refer recommendations received back to any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee for further consideration as and when minded in the first instance to not follow recommendations at all or to materially change the substance of the decision except in the case of genuine urgency requiring a decision to be made at that time;
 - 4.2 Agreeing Lead and or (Single) Accountable Body status for a body or organisation;
 - 4.3 Agree, review and amend options at any time for any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee governance which is fit for purpose;

- 4.4 influence and align government investment in order to boost economic growth;
- 4.5 have regard to the duty to cooperate and Joint Committee's overall function as set out above;
- 4.6 to ensure alignment between decision making on funds secured by the BC LEP and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration;
- 4.7 Co-ordinate and align decision making on transport with the LEPs ensuring that business views are taken on board and that LEP growth plans are reflected in strategic priorities;
- 4.8 Deciding on capital expenditure programmes and ensuring policy and programmes are delivered effectively through partners.

ANNEX B – Report template

Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

**REPORT OF THE JOINT COMMITTEE ADVISORY BOARD
(OR COUNCIL)**

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

(DAY, MONTH, YEAR)

(INSERT TITLE OF REPORT)

Key Decision: Yes/No

Forward Plan: Yes/No

1. PURPOSE OF REPORT

- 1.1 Set out the main points of the report and details of what is being sought in summary.

2. RECOMMENDATIONS

- 2.1 Specific recommendation from the Joint Committee Advisory Board with approval requested by the Joint Committee.
- 2.2 The recommendation(s) should be clear, concise and include all relevant information. No abbreviations or acronyms are to be used. No statements are to be used.
- 2.3 It is not acceptable to recommend “That the course of action set out in the report be approved” as this does not give sufficient clarity.
- 2.4 There must be a separate recommendation for each decision you wish the BCJC to make.
- 2.5 Do not set out any recommendations elsewhere in the report.
- 2.6 If you only have one recommendation there is no need to number it.

3. REPORT DETAIL

- 3.1 Write clearly, concisely and focus on relevant material information. Do not use acronyms.

- 3.2 All relevant and pertinent information should be included so as to enable a fully informed decision to be made by the Joint Committee.
- 3.3 Sufficient weight and emphasis should be made on key points.
- 3.4 Sufficient information to enable an informed decision must be contained within the report.

4. FINANCIAL IMPLICATIONS

- 4.1 All relevant financial implications. You must consult the appropriate Finance Officer at the outset of the project. Your report will not be considered if the Finance Officer has not commented.

5. LEGAL IMPLICATIONS

- 5.1 You must consult the appropriate Legal Services at the outset of the project. Set out any legal obligations on and consequences for the BCJC arising from the proposals. You must give sufficient time for Legal Services to comment on your report. Your report will not be considered if Legal Services have not commented.

6. RISK MANAGEMENT

- 6.1 Key risk identified and explanations as to how they will be managed are to be inserted.

7. EQUALITY IMPLICATIONS

- 7.1 An equality impact assessment to be done and equality implications set out in the report as well as how they will be managed.

8. CONSULTATION

- 8.1 Identify who has been consulted and why, the outcome of the consultation and if there is any planned future consultation. For example, do not use “the report is prepared in consultation with relevant Managers and Executive Directors”.
- 8.2 There is an expectation that wherever possible, Ward Councillors should be consulted and involved in matters affecting their Ward.
- 8.3 Consultees mentioned in this part of the report should match with those referred to in the Forward Plan entry, if it is a key decision. Include other consultees if they have been identified since.

8.4 If scrutiny panels have considered this issue, provide feedback on their recommendations/views.

Note:

- It is the responsibility of the author of the report to identify and consult with relevant officers and external parties about the proposals and the contents of the draft reports. Should any changes be made before the report appears in final form then you must consult relevant people again. If the revised circumstances could impact on the legal and financial position, you must consult afresh with legal and finance colleagues.
- A report consultation sheet is available from the Programme Manager and **must be completed and accompany your report at all times**. The consultation sheet template should not be amended. If any amendments are made to your report at any stage which requires the re-consultation of colleagues, this must be reflected in the form when submitted at the final stage.

Background papers

- List any background documents that you have used or which are associated with the report being produced. (This is to satisfy the legal requirements that govern public access to local authority papers and the Freedom of Information Act.) You should not list acts of Parliament or any documents that give confidential information. Do not quote file references. Such files will be open to public scrutiny if asked.

“DELETE AS APPROPRIATE”

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Constitution and Terms of Reference of **the Joint Committee Advisory Board**

The Black Country-wide Advisory Board will oversee the delivery of the programme making key recommendations to the Joint Committee.

CONSTITUTION

1. The **Joint Committee** Advisory Board shall comprise of:
 - ✓ The Cabinet member for regeneration for four Black Country local authorities (voting members);
 - ✓ Four business community representatives of the Black Country LEP (voting members);
 - ✓ The Executive Directors of the Black Country local authorities with responsibility for regeneration (non-voting member);
 - ✓ A Black Country Consortium Ltd representative (non-voting member);
 - ✓ Such government department representatives as the committee agrees to (non-voting member);
 - ✓ Such representatives of the community, business and or other bodies as the committee agrees to (non-voting member);
 - ✓ The Programme Manager (non-voting member).
2. The **Joint Committee** Advisory Board shall at its Annual Meeting (held in line with the start of municipal year) elect a Chair and Vice-Chair from among its voting members. In the event of both being absent from the meeting, the Chair and Vice-Chair for whatever reason, the **Joint Committee** Advisory Board shall elect a chair from amongst the voting members present for that meeting. Only a voting member is entitled to be elected as Chair or Vice-Chair of the Committee.
3. Four voting members of **the Joint Committee** Advisory Board shall constitute a quorum. Each Black Country local authority may appoint a substitute Cabinet member for the voting members appointed to attend meetings, in the absence for any reason of the voting member. The substitute voting member shall be treated in all respects if they were appointed under (i) above as the case may be.
4. All questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Committee.
5. The **Joint Committee** Advisory Board shall meet as agreed at AGM and set the forthcoming year's timetable of meetings.
6. A meeting of the **Joint Committee** Advisory Board may also be convened by the Chair within 21 days of the receipt of a requisition of any two voting members of

the **Joint Committee** Advisory Board addressed to the Secretary of **the Joint Committee** Advisory Board. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting. However in cases of genuine urgency a meeting of the **Joint Committee** Advisory Board may be convened at any time by the Chair, upon 5 working days notice to all members of the committee.

7. If a quorum is not present at the meeting, or if urgent decisions are required for the Joint Committee, business requiring a vote of the membership will be conducted by email. The timeframe within which endorsement of the recommendations must be confirmed should not be less than 3 working days.
8. The **Joint Committee** Advisory Board shall from time to time appoint such sub-Advisory Boards to consider and deal with any of the functions of the **Joint Committee** Advisory Board as may be thought desirable. Membership of which is determined by the **Joint Committee** Advisory Board subject to any Advisory Board must have a Councillor and LEP representative from the **Joint Committee** Advisory Board as members of the sub-Advisory Board.
9. The **Joint Committee** Advisory Board Secretary shall be Walsall Council, and all meetings of the **Joint Committee** Advisory Board shall take place at Walsall Council or Wolverhampton City Council.
10. The role of the Secretary shall include:
 - i. the Secretary will be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the **Joint Committee** Advisory Board and minutes of the **Joint Committee** Advisory Board;
 - ii. The Secretary shall be responsible for making arrangements for recommendations from the **Joint Committee** Advisory Board, including supporting reports, to the Joint Committee will be sent to Walsall Metropolitan Borough Council secretary of the Joint Committee to enable compliance with the necessary legislative requirements for access to information.
11. Members of the **Joint Committee** Advisory Board or sub- Advisory Board that are elected representatives appointed by a Black Country Council must comply with their own Councils code of conduct.
12. Non Councillor Members of the **Joint Committee** Advisory Board or sub- Advisory Board with conflicts of interest must comply with the following rules:

- a) A conflict-of-interest arises where any decision potentially gives direct commercial or financial payment or benefits to:
- You;
 - a close member of your family;
 - an organisation that you are either:
 - i. are employed by or hold office with, or
 - ii. in which you own more than 10% of the issued share capital.
- b) a conflict-of-interest as set out in situations above does not arise in relation to any business regarding allocation of funding streams or Projects to be allocated to or benefit the area of any of the four Black Country Councils.
- c) Upon a conflict-of-interest arising:
- i. in the case of a voting member that member must declare an interest and not vote, but may remain in the room to make representations;
 - ii. in the case of non-voting members that member must declare an interest but may remain in the room to make representations.

13. Gifts and hospitality policy for elected members will be the same as that of their own local authority. For non-elected voting members, they should declare any gifts or hospitality that has a value over £25 which may be seen as related to their role on the **Joint Committee** Advisory Board and or any specific scheme, Project or funding stream.

14. Only the Joint Committee can make amendments or variations to this Constitution and Terms of reference.

Functions of the **Joint Committee Advisory Board**

- 1) To receive reports from the **Heads of Regeneration** Working Group, Black Country Councils, central Government, the businesses community, Lead and/or **(Single) Accountable bodies for all funds secured by the Black Country Local Enterprise Partnership (BC LEP)** and such other persons or bodies as the **Joint Committee** Advisory Board deems appropriate.
- 2) To receive reports from any Sub Advisory Board of the **Joint Committee** Advisory Board.
- 3) To act as a strategic advisory body; reviewing and recommending objectives for strategic investment across the Black Country in relation **to all funds secured by the BC LEP** including;

- a. Providing a coherent single position on the major strategic issues for the funds secured by the BC LEP;
 - b. Formulating proposals for allocation of spending;
 - c. Formulating proposals for major priorities;
 - d. Consider and agree recommendations made by Working Group;
 - e. Recommending Lead and/or (Single) Accountable Body status for a body or organisation;
 - f. Referring final recommendations from the Heads of Regeneration Working Group as to items a) to e) above to the Joint Committee for formal approval.
- 4) Receiving regular monitoring reports from the Heads of Regeneration Working Group on the funds secured by the BC LEP programs and/or funding streams and/or individual Projects upon the effectiveness and performance of delivery by the Lead and/or (Single) Accountable Body.
 - 5) Reporting regularly or upon request of the Joint Committee, and in any event at least once a year to the annual general meeting of the Joint Committee, to the Joint Committee upon the effectiveness and performance by the Lead and/or (Single) Accountable Body in delivering the BC LEP initiatives, programmes and or funding streams for which they are responsible.
 - 6) Influence and align government investment in order to boost economic growth.
 - 7) To ensure alignment between decision making on all funds secured by the BC LEP and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration.
 - 8) Co-ordinate and align decision making on other areas of policy such as land use, transportation, economic development and wider regeneration with the LEPs ensuring that business views are taken on board and that LEP growth plans are reflected in strategic priorities.
 - 9) Advising the Joint Committee in relation to all funds secured by the BC LEP, i.e. capital expenditure programmes and potential programs, and ensuring policy and programmes are delivered effectively through partners.
 - 10) To report to the Joint Committee on such matter as it considers appropriate and relevant to the funds secured by the BC LEP and the Programmes.

Constitution and Terms of Reference of the Heads of Regeneration (Working Group) to the Advisory Board of the Joint Committee

The Black Country Heads of Regeneration (Working Group) will oversee the delivery of the programme making key recommendations to the Advisory Board of the Joint Committee.

CONSTITUTION

1. The Heads of Regeneration (Working Group) shall comprise of:

Decision making (voting) membership

- Relevant Executive Directors (or their nominated proxy)

Adviser/support membership (none decisions making members)

- Programme Manager
- Regeneration Managers
- Project Managers
- Project Support Officers
- Other officers as appropriate

2. The Heads of Regeneration (Working Group) shall at its Annual Meeting (held in line with the start of municipal year) elect a Chair from among its voting members. In the event of the chair being absent from the meeting, the Heads of Regeneration (Working Group) shall elect a chair from amongst the voting members present for that meeting. Only a full voting member is entitled to be elected as Chair of the group.
3. The voting members can nominate an alternate member (nominated proxy) to attend on their behalf, who will for that meeting be considered a voting member, but may not chair the group.
4. Two voting members shall constitute a quorum.
5. All questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Group.
6. The Heads of Regeneration (Working Group) shall meet as agreed at AGM and set the forthcoming year's timetable of meetings.
7. A meeting of the Heads of Regeneration (Working Group) may also be convened by the Chair within 14 days of the receipt of a requisition of voting member of the group. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting. However in cases of genuine urgency a meeting of the Heads of Regeneration (Working Group) may be convened at any time by the Chair, upon 5 working days notice to all members of the committee.
8. Should urgent items occur that require immediate decisions, the chair may through the appropriate mediums (phone, email etc.) contact the voting members and agree a

decision, which must be confirmed in writing by each voting members contacted as soon as possible and discussed at the next scheduled meeting date.

9. The **Heads of Regeneration (Working Group)** shall from time to time appoint such sub-Working Groups to consider and deal with any of the functions of the Group as may be thought desirable. Membership of which is determined by the **Heads of Regeneration (Working Group)**.
10. The **Heads of Regeneration (Working Group)** Secretary shall be Walsall Council, and all meetings of the Group shall take place at Walsall Council, unless agreed otherwise by the chair.
11. The role of the Secretary shall include:
 - i. the Secretary will be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Group and minutes of the meetings.
 - ii. The Secretary shall be responsible for making arrangements for recommendations from the group, including supporting reports, to the Advisory Board.
12. Members of the **Heads of Regeneration (Working Group)** or sub- Groups that are representatives appointed by a Black Country Council must comply with their own Councils code of conduct.
13. Members of the **Heads of Regeneration (Working Group)** or sub- Groups with conflicts of interest must comply with the following rules:
 - a. A conflict-of-interest arises where any decision potentially gives direct commercial or financial payment or benefits to:
 - a. you,
 - b. a close member of your family, a
 - c. an organisation that you are either:
 - i. are employed by or hold office with or
 - ii. in which you own more than 10% of the issued share capital
 - b. a conflict-of-interest as set out in situations above does not arise in relation to any business regarding allocation of funding streams or Projects to be allocated to or benefit the area of any of the four Black Country Councils.
 - c. Upon a conflict-of-interest arising:
 - i. in the case of a voting member that member must declare an interest and not vote, but may remain in the room to make representations;
 - ii. in the case of non-voting members that member must declare an interest but may remain in the room to make representations.
14. Gifts and hospitality policy for elected members attending the group meeting will be the same as that of their own local authority. For non-elected voting members, they should declare any gifts or hospitality that has a value over £25 which may be seen as related to their role on the **Heads of Regeneration (Working Group)** and or any specific scheme, Project or funding stream.

15. The **Heads of Regeneration** may invite external visitors to attend meetings; this can be for individual meeting to make for example a presentation or for a number of meetings against a theme of work commissioned etc. Visitors can take part in the debates associated with the agenda items for which they are invited, but not for the remainder of the meeting, unless invited to do so by the Chair. Visitors can not take part in any voting and must declare any conflicts of Interest on joining the meeting.
16. The following is an extract from the Joint Committee Collaboration Agreement, dated the 7th May 2014, setting these details out, which can only be changed by the Joint Committee.

Functions of the **Heads of Regeneration Working Group:**

1. Manage the Programme on an operational basis.
2. To manage promotion of the programme.
3. To agree the timeline for delivery of the implementation of the Programme, monitor progress and ensure that the key milestones are achieved.
4. To undertake the initial appraisal of Project proposals and agree them being worked up in a Business Case.
5. Approve Project Business Cases and provide recommendations to the **Joint Committee** Advisory Board.
6. To establish a Project Register setting out Project details including, Project Authority, Project Authority Project Lead officer, Project Objectives, funding amount, Key dates, specific tasks/targets that need to be delivered to ensure Project success, Project key risks and mitigation measures in place, any relevant cut of date for funding spend and latest Project position.
7. Executive Directors will ensure that the Project Register is kept fully up-to-date by officers, in their respective authorities, who are responsible for leading on the Projects for which their Authority is the Lead Authority.
8. To devise, oversee, manage and monitor the Programme and elements of it generally and specifically review and evaluate on a regular basis ongoing individual Projects progression and delivery against the Business Case for the Project, including any key miles stones, financial spend and compliance with any central Government grant terms.
9. Receive from Lead Authorities detailed updates on Projects in accordance with the timescales set out in the Business case or otherwise as necessary, and Provide written updates along with appropriate recommendations to the **Joint Committee** Advisory Board on the progress of the specific Projects.
10. To identify and manage risk for the Programme and individual Projects.
11. To ensure appropriate financial management is in place and complies with any government grant terms, EU and UK law, and accounting good practice.
12. Make recommendations to the **Joint Committee** Advisory Board on the progress of the specific Projects.

Membership:

Decision making membership

- Relevant Executive Directors (or their nominated proxy)

Adviser/support membership (none decisions making members)

- Programme Manager
- Regeneration Managers
- Project Managers
- Project Support Officers
- Other officers as appropriate

DATE: 7 MAY 2014



Walsall Council

- (1) WALSALL METROPOLITAN BOROUGH COUNCIL**
 - (2) DUDLEY METROPOLITAN BOROUGH COUNCIL**
 - (3) SANDWELL METROPOLITAN BOROUGH COUNCIL**
 - (4) WOLVERHAMPTON CITY COUNCIL**
- and-**
- (5) BLACK COUNTRY CONSORTIUM LIMITED**

COLLABORATION AGREEMENT

in relation to the Black Country Executive Joint Committee for the funds secured by the Black Country Local Enterprise Partnership

**(Incorporating the variations approved
by the Black Country Executive Joint Committee on 7 September 2016 and [] 2020)**

**Walsall Council
Civic Centre
Darwall Street
Walsall, WS1 1T**

TABLE OF CONTENTS

1. Definitions	4
2. Collaboration.....	6
3. Appointment to Roles.....	8
4. Project Approval.....	8
5. Project Management.....	9
6. Project Audit and Claw-back.....	10
7. General Obligations	11
7A. Rights of the Accountable Body.....	11
8. Scrutiny of Joint Committee decisions	13
9. Documentation.....	13
11. Intellectual Property	14
12. Warranties	14
13. Force Majeure.....	14
14. Duration and termination.....	14
15. Variation.....	15
16. Publicity and Public Relations	15
17. Disputes.....	15
18. Priority of documents	16
19. Complaints.....	16
20. Local authority powers	16
21. Notices and service.....	16
22. Freedom of Information.....	17
23.GDPR ("GDPR") and the Data Protection Act 2018 (the "DPA").....	17
24.Equality Act 2010.....	17
25. General.....	17
SCHEDULE 1 Constitution and Terms of Reference of the Joint Committee Advisory Board	19
SCHEDULE 2 Constitution and Terms of Reference of the Heads of Regeneration Working Group	24
SCHEDULE 3 BC LEP Initial Proposal and Full Business Case Templates	29
SCHEDULE 4 Black Country Executive Joint Committee Constitution.....	49
SCHEDULE 5 Decision and oversight matrix	59

THIS AGREEMENT is made on the **X** day of **month 2020**

BETWEEN:

- (1) **WALSALL METROPOLITAN BOROUGH COUNCIL** of Civic Centre, Darwall Street, Walsall, WS1 1TP ("**Walsall**");
- (2) **THE BOROUGH COUNCIL OF DUDLEY** of The Council House, Priory Road, Dudley, West Midlands, DY1 1HF ("**Dudley**");
- (3) **THE BOROUGH COUNCIL OF SANDWELL** of Freeth Street, PO Box 2374, Oldbury, B69 3DE ("**Sandwell**");
- (4) **WOLVERHAMPTON CITY COUNCIL** of Civic Centre, St Peter's Square, Wolverhampton, WV1 1RG ("**Wolverhampton**"); and
- (5) **BLACK COUNTRY CONSORTIUM LIMITED** (Company Registration number 05159791) whose registered office is at The Deckhouse, Waterfront West, Dudley Road, Brierly Hill, DY5 1LW ("**BCC**") (each being a "**Party**" together being "**the Parties**").

WHEREAS:

- (A) The Parties have agreed to collaborate to administer the allocation by central Government of funding (together "**the Programme**"), secured by the **Black Country Local Enterprise Partnership**, across the Black Country area, which comprises the administrative boundaries of Walsall, Dudley, Sandwell and Wolverhampton.
- (B) The Executives of each Party have agreed to establish a Joint Executive Committee, the Constitution, and Terms of Reference of which are set out at Schedule 4 pursuant to Section 101(5) of the Local Government Act 1972 and regulations issued under Section 9EB of the Local Government Act 2000. The decision dates respectively being Walsall Cabinet 11 September 2013, Dudley Cabinet 30 October 2013, Sandwell Cabinet 13 November 2013, Wolverhampton Cabinet 4 December 2013.
- (C) The Parties are empowered under Section 1 of the Localism Act 2011 to "do anything that individuals generally may do" and BCC, as a company limited by guarantee, may carry out general public administration activities and will help to facilitate the Programme.
- (D) The purpose of this Collaboration Agreement is to set out a framework for joint working between the Parties to enable delivery of the Programme.
- (E) This Agreement has been amended following approval by the Black Country Joint Committee on 7 September 2016 and each of the four Black Country Council's Cabinets to incorporate all funding opportunities administered by or resulting from the West Midlands Combined Authority.
- (F) This Agreement has been further amended following approval by the **Black Country Joint Committee on XX XXX 2020** and each of the four Black Country Council's Cabinets to incorporate all current and future funding opportunities secured or operated by or through the **Black Country Local Enterprise Partnership (BC LEP)**.

1. Definitions

1.1. Interpretation

In this Agreement the following words and expressions have the following meanings:

Assurance Framework means the National Assurance Framework as issued by central Government together with the Black Country Assurance Framework, which sets out how this is to be applied and adhered to by all Parties.

Authority means one of the four Council signatories to this Agreement.

Business Case means the business case which sets out a Project proposal in the format as set out in Schedule 3 and which is ultimately approved by the Joint Committee to enable Project commencement.

Combined Authority means the West Midlands Combined Authority and/ or subsequent amended or replacement and its successors.

Deal means City Deal and / or Growth Deal, Land and Property Investment Fund (LPIF) and / or any subsequent amended or replacement for them as determined by central Government and/ or funding provided by the Combined Authority, generated through any Black Country Enterprise Zone/s and/or any funding secured by the Black Country Local Enterprise Partnership (BC LEP).

End Date means the date specified in any grant or funding agreement by which the agreed activity must have been completed by, and when any claw-back provision may be exercised.

Enterprise Zone means those areas specified as such locally or externally and falling within the Black Country Local Enterprise Partnerships area.

Force Majeure means any circumstances beyond the reasonable control of any Party (including, without limitation, any strike, lock-out or other form of industrial action).

Funding Agreement means any Deal funding agreement or funding secured by the Black Country Local Enterprise Partnership (BC LEP) and related documents to be entered into between the Single Accountable Body and central Government.

Governance Structure means the decision making structure for the Joint Committee as set out in the constitution of the Joint Committee, and Joint Committee Advisory Board, and this Collaboration Agreement.

Heads of Regeneration (Working Group) means the body which comprises of the Executive Directors of each of the Authorities, the constitution for which is set out in Schedule 2.

Intellectual Property Rights means all patents, trademarks, copyright, moral rights, rights to prevent passing off, rights in designs, know-how and all other intellectual or industrial property rights, in each case whether registered or unregistered and including applications or rights to apply for them and together with all extensions and renewals of them, and in each and every case all rights or forms of protection having equivalent or similar effect anywhere in the world.

Joint Committee means the Joint Committee that has been established as a legally formed body of the Cabinets of Walsall, Dudley, Sandwell and Wolverhampton and is known as the "Black Country Executive Joint Committee" and which will carry out its decision making in accordance with the Governance Structure approved by each Party.

Joint Committee Advisory Board means the Black Countrywide **Joint Committee** Advisory Board which will oversee the delivery of the Programme in accordance with its Terms and Reference as set out in Schedule 1.

Joint Executive Committee Terms of Reference and Constitution means the Terms and Reference and Constitution as set out in Schedule 4 which has been approved by the Executive of each Council.

Lead Authority means the Local Authority allocated by the Joint Committee to be the Lead authority for delivery of a particular Project.

Material Change in Circumstances means a change that does or is likely to significantly affect or impact upon delivery of the Programme or any Projects under it which necessitates a change in any decision made by the Joint Committee or if such circumstances were known at the time of the Joint Committee decision it would have potentially influenced the Joint Committee to make a different decision than the one that was made originally.

Monitoring Procedures means the Programme monitoring procedures, Programme audits and any other reporting, monitoring or audit processes required by a central Government department in relation to the Programme.

Objectives and Outputs means the successful delivery and completion of all Projects and/or initiatives as agreed by the Joint Committee together with such other objectives and outputs as are adopted by the Parties from time to time in accordance with this Agreement.

Programme means the operational element of initiative and funding **secured by the Black Country Local Enterprise Partnership**, from central Government for the Black Country area, which comprises the administrative boundaries of Walsall, Dudley, Sandwell and Wolverhampton, including any individual Projects **and/or** funding streams comprising part of the Deal.

Programme Manager means an officer appointed by Walsall Council to fulfil the roles and duties of the Programme Manager as detailed in this Agreement.

Project means an individual Project or initiative within the overall Programme that is subject to an application to the Joint Committee for funding to be allocated to it pursuant to the Programme.

Single Accountable Body means the Local Authority appointed by the Black Country Local Enterprise Partnership (BC LEP) and the Joint Committee to act in this role to manage on their behalf all funds forming part of the Deal with central Government, the West Midlands Combined Authority or any funding secured.

Third Party means any organisation which is not a Party to this Agreement.

- 1.2. In this Agreement:
- 1.3. the clause headings do not affect its interpretation,
- 1.4. words in the singular shall include the plural and vice versa,
- 1.5. unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement, and references in a Schedule to a paragraph are to a paragraph of that Schedule,
- 1.6. references to any statute or statutory provision include references to:
- 1.7. all Acts of Parliament and all other legislation having legal effect in the United Kingdom,
- 1.8. any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute,
- 1.9. a person includes a natural person, corporate or unincorporated body or organisation and their successors and permitted assigns,
- 1.10. including means including, without limitation,
- 1.11. if any provision is held to be illegal, invalid or unenforceable that provision shall be struck out and the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2. Collaboration

- 2.1. The Parties agree to work in a spirit of mutual co-operation to fulfil their agreed roles and responsibilities to achieve the Objectives and Outputs, and to put in resources to the extent set out in this Agreement.
- 2.2. Each Party, which is an Authority, has agreed to form a Joint Committee, which will undertake the functions as set out in the Joint Committee Terms of Reference and Constitution as set out in Schedule 4.
- 2.3. Walsall, as secretary to the Joint Committee, will publish in accordance with its own constitution all agendas, reports, Forward Plan and minutes of the Joint Committee and will distribute all agendas, reports, and minutes of the Joint Committee to the Authority Parties within such timescales that will allow the Authority Parties to comply with their statutory Access to Information requirements. Walsall as secretary will maintain the Forward Plan of the Joint Committee and submit the plan to all Parties in a timely manner.
- 2.4. The Authority Parties have agreed the principles of how the Joint Committee will operate which is set out in the Governance Structure. Walsall will provide copies of all agendas, reports, and minutes to all Authority Parties as soon as they become available for publication in accordance with any legislative requirements.
- 2.5. Each Party shall:
 - 2.5.1. carry out the tasks and contribute sufficient resources and facilities to ensure that the Programme objectives are met and commitments under this Agreement are met;

- 2.5.2. co-operate with each other and do such acts, matters and things as may be necessary or desirable to implement the decisions of the Parties and in order to complete the Programme,
 - 2.5.3. keep the other Parties fully informed of the progress of and of any matters relevant to the Programme and make available to the other Party all relevant information, data, reports and opinions in relation to the Programme,
 - 2.5.4. immediately notify the other Parties in writing if there is an unexpected problem which are likely to cause a material delay to achievement of any of the objectives of the Programme, or any particular stage of the Programme, or any material increase in the costs of the Programme, or if any Party becomes aware of the action of any third party, which threatens to affect adversely the progress of the Programme, or the reasonable expectations of either Party hereunder.
- 2.6. The direction of the Programme shall be vested in the Joint Committee, which shall be advised by **Joint Committee** Advisory Board, which shall carry out its role in accordance with its Constitution and Terms of Reference.
 - 2.7. The planning, and overall management of the Programme, including initial appraisal of Project proposals shall be vested in the **Heads of Regeneration (Working Group)**. The Terms of Reference, composition, roles and responsibilities and modus operandi of the **Heads of Regeneration (Working Group)** are set out in Schedule 2. Without prejudice to the generality of the foregoing, the matters set out in Schedule 2 shall only be agreed by the **Heads of Regeneration (Working Group)**.
 - 2.8. The final decision making on Project Approval, including material changes to approved Projects, shall be vested in the Black Country Executive Joint Committee. Material changes are variations to a Project that change the nature, outcome or objectives of a Project, for the avoidance of doubt material variations includes, but is not limited to:
 - 2.8.1 Changes that mean that the Project objectives, as approved by the Joint committee, will no longer be achieved;
 - 2.8.2 An increase in the budget or expenditure of 5% or more on a Project;
 - 2.8.3 Any change in timescales that will adversely affect the Project and/or its objectives.
 - 2.9 Where a Material Change in Circumstances occurs after a Project has been approved by the Joint Committee, the Joint Committee must be advised of that Material Change in Circumstances as soon as practicable, after the Lead Authority for a Project becomes aware of the Material Change in Circumstances.
 - 2.10 The Black Country Executive Joint Committee role will now cover all current (LGF & LPIF) and all future (Shared Prosperity & Enterprise Zone) funding awarded to or secured by the Black Country Local Enterprise Partnership (BC LEP). This role also includes in conjunction with the BC LEP, final approval for all; operating processes and procedures, governance arrangements and the administration and allocation of funding.

3. Appointment to Roles

- 3.1 Following instructions received from central Government in 2019, the Black County Local Enterprise Partnership (BC LEP) is required to appoint a Single Accountable Body, effective from February 2020. The Joint Committee will be required to approve the appointment of one of the Authorities into the role of the Single Accountably Body.
- 3.2 Working with or to the Single Accountable Body, it may be required to appoint a Lead Authority to deliver agreed projects and/or activities. This appointment will require approval by both the Black County Local Enterprise Partnership (BC LEP) and the Joint Committee.
- 3.3 Where the Single Accountably Body and Lead Authority are one and the same, the respective duties of those roles, as defined in this Agreement, agreed by the Joint Committee, or otherwise set out in a Joint Committee approved Project Business Case, shall be concurrent.
- 3.4 The Joint Committee will, with the agreement of the Single Accountable Body, decide how the Single Accountable Body will recover the costs associated with the implementation of the Projects. Except as specifically agreed between the Parties, the cost of all officer time and resources necessary to perform the role of Single Accountable Body shall be met from the funding available and not from the budgets of the Parties to this Agreement.

4. Project Approval

- 4.1. Project proposals shall be worked up by the Parties to this Agreement, for the avoidance of doubt, any Project proposal put forward by the Parties can be a Project proposal initiated by a third Party. Where such a Project proposal is initiated by a third Party the Project proposer must detail the third Party who intuited the Project proposal.
- 4.2. The process for Project proposals shall be:
- 4.3. All project proposals will follow / meet the requirements of the central Government National Assurance Framework, as articulated through the Black Country Local Enterprise Partnership's Assurance Framework. As the Government amends or places additional duties or responsibilities, these will be reflected in the Assurance Framework and must be adhered to by all parties to this Agreement.
- 4.4. Initial presentation of a headline Project proposal to the Heads of Regeneration (Working Group) by the proposing Party for approval and the agreement for a Business Case to be prepared for the proposed Project.
- 4.5. If the Heads of Regeneration (Working Group) consider any proposal made to it warrants further consideration and referral to the Joint Committee Advisory Board, then the Working Party shall prepare the proposal in the Business Case Model format as set out in Schedule 3. At that stage of initial Project approval, the Heads of Regeneration (Working Group) will for each Project designate a proposed Lead Authority for the purpose of preparing and presenting the Project Business Case to the Heads of Regeneration (Working Group) for approval and submission to the Joint Committee Advisory Board. For the avoidance of doubt, the final decision on the Lead Authority status for any Project is at the point of Project approval by the Joint Committee.
- 4.6. Proposals will also be required to seek and secure Black Country Local Enterprise Partnership (BC LEP) approval in accordance with the Assurance Framework as part of the decision making process

and governance arrangements, no projects are to be presented to the Joint Committee unless approved by the Black Country Local Enterprise Partnership (BC LEP).

- 4.7 If agreement of the Joint Committee Advisory Board is given for the submission of Business Case to the Joint Committee, the designated Lead Authority and BCC shall jointly present the Business Case to the Joint Committee for approval supported by a report in the format as agreed by the Joint Committee.
- 4.8. The above stages can involve comment, clarification and requests for amendment and re-submission of a Project proposal or Business Case following consideration at any stage during the process of approval leading up to final Project approval by the Joint Committee.

5. Project Management

- 5.1. When appointed Single Accountable Body or Lead Authority, the relevant Authority will assign a member of staff to the role of Project Manager and provide sufficient support to officers to ensure delivery of the Programme and the Projects.
- 5.2. The Lead Authority shall be responsible for writing and submitting updates and progress reports jointly with BCC as set out in the Business Case and in any event as requested by the Heads of Regeneration (Working Group), Joint Committee Advisory Board and Joint Committee. For the avoidance of doubt, the Lead Authority for any Project will send its relevant Executive Director or his representative to all meetings at which the Projects for which they are Lead Authority are being considered.
- 5.3. The Parties will set up a Heads of Regeneration (Working Group) in accordance with Schedule 2 and the role of the Heads of Regeneration (Working Group) will be as set out in Schedule 2. Notwithstanding, anything contained within this Agreement and the Schedules, the Parties role at the Heads of Regeneration (Working Group) will be to have overall operational responsibility for the implementation of the Programme and all of its elements.
- 5.4. The Joint Committee Advisory Board, as set out in Schedule 1, will oversee the delivery of the Programme, regularly receiving reports prepared by the Lead Authority from the Heads of Regeneration (Working Group) as required by the Joint Committee Advisory Board on progress of any Project, in addition to the reporting timescales as set out in the Business Case for each Project and any reports the Heads of Regeneration (Working Group) chose. Nothing within this Agreement shall prevent the Single Accountable Body from reporting to the Joint Committee Advisory Board or Joint Committee as it considers necessary.
- 5.5. Unless agreed otherwise with central Government and subject to at all times compliance with EU procurement law requirements, all procurement of goods, works and/or services needed for or in the delivery of Projects shall be procured in accordance with the Lead Authorities constitution and in particular contract and/or procurement rules.
- 5.6. The Parties roles and responsibilities in relation to the Programme's, the Joint Committee, the Joint Committee Advisory Board and/or the Heads of Regeneration (Working Group) as set out in this Agreement shall be carried out by personnel of the Parties and no charge shall be made to the Programme in respect of costs except for where costs have been agreed to claimed by a Party either as part of an approved Business Case and/or by the Joint Committee at any time.

- 5.7. The **Single Accountable Body** Programme Manager will be responsible for arranging the **Heads of Regeneration (Working Group) and Joint Committee** Advisory Board meetings, their agenda, minuting decisions, and will be responsible maintaining the Project Register and providing such written updates to **Heads of Regeneration (Working Group), Joint Committee** Advisory Board and Joint Committee on the Project Register and generally the progress of specific Programme tasks and Projects as appropriate.
- 5.8. The Parties agree that they shall ensure officers attend Programme Manager meetings arranged and chaired by the **Single Accountable Body** Programme Manager comprising of lead regeneration officers, Project Managers and Project support officers and any other relevant officers the purpose of which is to develop the Programmes priorities, initial Project proposals, Project updates and generally as necessary to enable the Programme Manger to manage the Programme effectively.

6. Project Audit and Claw-back

- 6.1. Each Party shall be responsible for ensuring compliance with all financial requirements imposed under any grant terms imposed by central Government for any element of the Programme or Project for which they are the Lead Authority.
- 6.2. At all times each Party will be responsible for ensuring that adequate audit arrangements are in place for any element of the Programme or Project for which they are the Lead Authority including providing free and unfettered access to all information and documentation in relation to the Programme and/or Project for which they are the Lead Authority.
- 6.3. Each Party agrees to give the **Single** Accountable Body and Lead Authority unrestricted and unfettered access to all information and documentation in relation to any element of the Programme and/or Project for which they are the Lead Authority, including providing copies of any such information and/or documentation free of charge.
- 6.4. In the event of any irregularity of any expenditure declared by any, the auditor of a Party or the **Single** Accountable Body's auditor, that Party shall be liable in respect of such irregularity and shall be required to repay to the **Single** Accountable Body any amounts unduly paid.
- 6.5. Subject to Clause 6.4, and unless agreed otherwise by the Joint Committee, the Parties agree that in the event that any monies are clawed back from the **Single** Accountable Body by central Government as the **Single** Accountable Body pursuant to any Funding Agreement, then all of the Parties will:
 - 6.5.1 take all reasonable steps to mitigate the amount of monies clawed back from the **Single** Accountable Body; and
 - 6.5.2 where there is an administrative irregularity by the **Single** Accountable Body or Lead Authority declared by an auditor of a Party and accepted by the Joint Committee, the Parties shall meet the costs of the claw-back in the same proportion to the programme funding that has been expended within their administrative area.
 - 6.5.3 **where fault is proven or accepted, the Party / Parties concerned will be responsible for meeting all costs associated with the claw-back and / or costs incurred by the Single Accountable Body.**

7. General Obligations

- 7.1. The Parties agree that they will be bound by the terms of any funds secured by the Black Country Local Enterprise Partnership Funding Agreement(s) entered into by the Single Accountable Body or Lead Authority as if they had entered into the agreement in so far as the actions of a Party causes or Leads to a breach of the Funding Agreement by the Single Accountable Body or Lead Authority.
- 7.2. The Parties agree that they shall be required to comply directly with the terms of any Funding Agreement if they are a recipient of any funding derived from the Funding Agreement.
- 7.3. The Parties agree to assist, co-operate and comply with the Monitoring Procedures and will work together to resolve or rectify any errors or irregularities identified during the Monitoring Procedures or otherwise.
- 7.4. Each Party shall be liable for any cost implications or irregularities or errors attributable primarily to it and identified during any Monitoring Procedures.
- 7.5. Each Party indemnifies the others against all claims, liabilities, costs, expenses, damages or losses suffered by the others arising out of the negligence, default or breach by such Party of this Agreement or the Funding Agreement, and each Party shall be responsible for maintaining sufficient insurance where available in respect of such liabilities under this Agreement.
- 7.6. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which the relevant Party is entitled to bring a claim against another pursuant to this Agreement.

7A. Rights of the Single Accountable Body

7A.1 Where the Single Accountable Body enters into a funding agreement with a Third Party, the Single Accountable Body will require formal security in the form of a legal charge, mortgage, performance bond or similar as it considers fit and prudent.

7A.2 Where a Lead Authority either

(a) enters into a Funding Agreement with the Single Accountable Body, or

(b) agrees in writing to indemnify a Third Party project due to their inability to meet security requirements as per 7A.1,

the Lead Authority agrees to indemnify the Single Accountable Body against all claims, liabilities, costs, expenses, damages or losses suffered by the Single Accountable Body arising out of the negligence, default or breach by either the Lead Authority or the Third Party in respect of the funding agreement.

7A.3 Such an indemnity shall, for the avoidance of doubt, apply where:

7A.3.1. the Lead Authority or the Third Party indemnified by the Lead Authority has failed to repay all or any of the grant funding upon demand within fourteen days of being requested by the Single Accountable Body to make such repayment, in circumstances including (but not limited to) a breach of the funding agreement;

7A.3.2 where there has otherwise been a claw-back (or demand for claw-back) made by central Government to the Single Accountable Body in respect of all or any part of the funding.

7A.4 Where any grant for capital expenditure is time limited, the Lead Authority will make any such payment (as set out in clauses 7.A.2 and 7A.3.) if they or the Third Party have failed to demonstrate and evidence by the End Date of such grant that it is highly probable that a Fixed Asset will be delivered and meets Accounting Standards for Capitalisation. The minimum evidence requirements to avoid repayment pursuant to this clause would be a full business case, approved by all the funders of the Project, including the evidence of any required match funding.

7A.5 The Lead Authority understands and agrees that the Single Accountable Body will be entitled to satisfy any such sums demanded from them or Third Parties under clause 7A by offsetting the amount of such sums against any payments due whatsoever from the Single Accountable Body to the Lead Authority.

7A.6 Where any grant is in excess of a monetary threshold (*to be advised by the Single Accountable Body*) clauses 7.A2 to 7.A5 will be set out in a Side letter to be signed by the Section 151 Officer and Chief Executive of the other Party to confirm that they understand the obligations of this Agreement. Such a Side letter will be appended as a Schedule to any funding agreement to which this Clause applies.

7B National Local Growth Assurance Framework, the Black Country Local Assurance Framework and the Section 151 Officer

7B.1 All parties to this agreement agree to adhere in full to all elements of the Government's National Local Growth Assurance Framework, as administered by the Ministry of Housing Communities and Local Government that apply to the Black Country Local Enterprise Partnership.

7B.2 The requirements of the National Local Growth Assurance Framework have been taken as the basis of and have been articulated within the Black Country Local Assurance Framework. All parties to this agreement will at all times comply with the requirements, processes and procedures as set out within the Black Country Local Assurance Framework, together with all / any amendments subsequently approved by the Black Country Local Enterprise Partnership.

7B.3 The Local Authority appointed as the Local Enterprise Partnership's Single Accountable Body will ensure that their Section 151 Officer understands, and delivers / ensures the delivery of the roles and principles as set out within the Chartered Institute of Public Finance & Accountancy (CIPFA), Principles for Section 151 Officer in accountable bodies working with local enterprise partnerships document, including any future revisions or adaptations.

7B.4 All parties to this agreement will ensure that they fully understand what's expected of them in relation to meeting these Section 151 Officer requirements, and will work collaboratively with the appointed Single Accountable Body to achieve them.

7B.5 The receipt of funding from the Black Country Local Enterprise Partnership requires full compliance with the National Local Growth Assurance Framework, the Black Country Local Assurance Framework and the requirements of the Single Accountable Bodies Section 151 Officer, failure to meet these requirements will place all funding, approved and planned at risk of being placed on hold or being withdrawn or reclaimed by the LEP.

8. Scrutiny of Joint Committee decisions

- 8.1. As and when required, by an Overview and Scrutiny Committee or Board or an Audit Committee of any Party, the member of the Joint Committee for the Authority, whose Overview and Scrutiny Committee or Board or Audit Committee has instigated an investigation, shall take the lead responsibility for accounting for the activities of the Joint Committee to the Overview and Scrutiny Committee or Board or Audit Committee, and shall attend such meetings of those committees of its Authority as necessary.
- 8.2. The Parties shall liaise and co-operate at all times with the Authority whose Overview and Scrutiny Committee or Audit Committee have made requests for information and/or reports and use all reasonable endeavours to assist that Authority in responding to such requests, but for the avoidance of doubt, no Party, its officers or members shall be required to attend the Overview and Scrutiny Committee or Board or an Audit Committee of any other Party.

9. Documentation

- 9.1. The **Heads of Regeneration (Working Group)** will produce the initial drafts of the standard documentation for the Programme for approval by the **Joint Committee** Advisory Board.

10. Confidentiality

- 10.1. Each Party shall use all reasonable endeavours to keep in strict confidence, and shall bind all its employees and agents to keep in strict confidence, all commercial and technical information in whatever form acquired by it (whether directly or indirectly) concerning another Party in consequence of this Agreement (hereinafter called Confidential Information). No Party shall save, as hereinafter provided, use or disclose any such Confidential Information other than for the purposes of the Programme or as expressly permitted by this Agreement. The foregoing restriction shall not apply to:
 - 10.2. Information which at the time of disclosure is generally available to the public,
 - 10.3. Information which the Parties obliged to release under the provisions of the Freedom of Information Act 2000,
 - 10.4. Information which after disclosure becomes generally available to the public through no fault of the receiving Party,
 - 10.5. Information which the receiving Party can show was in its possession prior to the disclosure and which was not acquired directly or indirectly from the other Party, and
 - 10.6. Information which the receiving Party can show was received by it after the time of disclosure from any Party without any obligation of confidentiality and which was not acquired directly or indirectly from the other Party,
- 10.7. The confidentiality obligations set out in this clause shall survive for a period of five (5) years after the termination of the Programme,
- 10.8. Each Party shall impose the same confidentiality obligations set out in this clause 9 upon its affiliates, consultants and other third parties who are in association with it and may have access to any Confidential Information during the term of this Agreement.

11. Intellectual Property

11.1. The Parties agree that all Intellectual Property Rights relating to the Programme shall, unless otherwise agreed in writing, belong to the Parties jointly, and that the Parties will use all reasonable endeavours to ensure that each receive appropriate rights to any Intellectual Property Rights created during and relating to the Programme.

12. Warranties

12.1. Each Party warrants to the other Parties that:

12.2. It has the necessary right and authority to enter into this Agreement,

12.3. The signatories hereto for and on behalf of that Party are authorised and fully empowered to execute this Agreement on that Party's behalf.

13. Force Majeure

13.1. If any Party is affected by Force Majeure it shall forthwith notify the other Parties of the nature and extent thereof.

13.2. No Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Parties, and the time for performance of that obligation shall be extended accordingly.

13.3. If the Force Majeure in question prevails for a continuous period in excess of three months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

14. Duration and termination

14.1. The provisions of this Agreement shall come into force on the Commencement Date and, subject to the provisions of clause 14.2, shall continue in force until the completion of the Programme.

14.2. A Party may only withdraw from this Agreement by three month's written notice to the others Parties and the Joint Committee if the Party has not received funding or the benefit of funding under the Programme within their administrative area and/or the Programme is terminated.

14.3. In the event of any one or more Party giving notice to terminate this Agreement then the Joint Committee shall meet within one month of the service of any such notice of termination for the purposes of preparing an implementation plan for the termination. The Parties shall each act reasonably in co-operating with each other to facilitate the termination and the Party giving notice of termination (or if there is more than one such Party then each of them in equal shares) shall bear all costs arising out of or in connection with such termination and shall indemnify the remaining Parties against all costs and expenses incurred or to be incurred by them arising out of or in connection with that termination

14.4. No relaxation, forbearance, delay or indulgence by any Party in enforcing any of the terms of this Agreement or the granting of time by any Party to any other shall prejudice, affect or restrict the rights

and powers of that Party in relation to the other, nor shall any waiver by any Party of a breach of this Agreement be considered as a waiver of any subsequent breach of the same or any other provision.

14.5. The rights to terminate or withdraw from this Agreement given by this clause 14 shall not prejudice any other right or remedy of any Party in respect of the breach concerned (if any) or any other breach.

15. Variation

15.1. The Joint Committee shall from time to time review the operation of this Agreement and implementation of the Programme. Such reviews to be undertaken every two years or at such other interval as appear to the Joint Committee to be appropriate and the Joint Committee shall make proposals to the Member Authorities for any changes which seem to the Joint Committee to be reasonable and appropriate in the circumstances which shall be dealt with by a Deed of Variation appended to this Agreement.

16. Publicity and Public Relations

16.1. The Parties shall co-operate and consult with each other in respect of any matter involving public relations in so far as reasonably practicable having regard to the nature and urgency of the issue involved. The Parties acting through the **Joint Committee** Advisory Board and the Joint Committee may agree protocols for the handling of public relations from time to time.

17. Disputes

17.1. If any dispute arises between the Parties arising out of the provisions of this Agreement, the Parties shall endeavour to resolve the dispute by agreement as quickly as possible, but if the dispute has not been resolved within ten (10) Working Days, then either Party may request the others to participate in a meeting of their Chief Executives. The Parties in dispute shall exchange statements at least three (3) clear Working Days prior to the date of the meeting, setting out their respective views of the disputed issues. If the Chief Executives do agree a strategy for the resolution of the dispute, the Parties shall then liaise in good faith to arrange and implement the strategy for resolution within ten (10) Working Days of the meeting.

17.2. If notwithstanding any steps taken by the Parties pursuant to clause 17.1, the dispute between them remains unresolved then at the request of any Party it shall be referred (in the absence of any express provision to the contrary) to an Independent Person appointed jointly by the Parties.

17.3. The Independent Person is to have at least 10 years relevant post qualification experience and his/her identity shall be agreed between the Parties.

17.4. If the Parties cannot agree on the Independent Person's identity, the Independent Person is to be appointed at the request of any of the Parties by the president or chairman for the time being of whichever of the following bodies is most appropriate having regard to the nature of the dispute:

17.5. The Royal Institution of Chartered Surveyors;

17.6. The Institute of Chartered Accountants in England and Wales; or

17.7. The Law Society of England and Wales.

17.8. The Independent Person is to act as arbitrator in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the Parties in the proportions determined by the Independent Person unless agreed otherwise the default position being as determined under the Arbitration Act 1996.

17.9. Where costs of the Independent Person remain unpaid by the Party liable to pay them pursuant to this clause, the other Parties or any of them may discharge those costs and recover the sum so paid from the defaulting Party as a debt on written demand.

18. Priority of documents

18.1. In the event of any inconsistencies between the terms of this Agreement and its Schedules the Parties are the following order of priority of documents:

18.1.1. This Agreement;

18.1.2. The Constitution and Terms of Reference of the Black Country Executive Joint Committee;

18.1.3. The Constitution and Terms of Reference of the Joint Committee Joint Committee Advisory Board;

18.1.4. The Constitution and Terms of Reference of the Heads of Regeneration (Working Group).

19. Complaints

19.1. In the event of a complaint about a Project being received, the Lead Authority for that Project will manage the complaint and shall report regularly as necessary upon the complaint and in any event at the conclusion of the complaint.

20. Local authority powers

20.1. Nothing in this Agreement shall prejudice or affect any of the statutory rights powers obligations and duties for the time being vested in the Parties.

21. Notices and service

21.1. Any notice or other information required or authorised by this Agreement to be given by any Party to the other Parties shall be given by:

21.2. delivering the same by hand,

21.3. sending the same by pre-paid registered post, or

21.4. sending the same by facsimile transmission,

21.5. to the other Party or Parties at the address given at the beginning of this Agreement or such other address as has been notified to the Parties in writing.

- 21.6. Any notice or information sent by post in the manner provided by clause 21.1, which is not returned to the sender as undelivered, shall be deemed to have been given on the second day after the envelope containing it was posted, and proof that the envelope containing any such notice or information was properly addressed, pre-paid, registered and posted, and that it has not been returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 21.7. Any notice or information sent by facsimile transmission shall be deemed to have been duly given on the date of transmission, provided that a confirming copy is sent to the other Party or Parties at the appropriate address within.

22. Freedom of Information

- 22.1. The Parties acknowledges that they are subject to the requirements of the code of practice on access to Government information, the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations ("EIR") and shall assist and cooperate with each other to enable the Parties to comply with their information disclosure obligations.
- 22.2. The Parties shall provide all necessary assistance as reasonably requested by the other Parties to enable the other Parties to respond to any requests for information that falls under the FOIA or EIR and is related to the Project ("Request for Information") within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
- 22.3. The Party who received the initial Request for Information shall be responsible for responding to the initial request and determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any information is exempt from disclosure in accordance with the provisions of the code of practice on access to Government information, FOIA or the EIR.
- 22.4. The Parties shall ensure that all information produced in the course of this Agreement is retained for disclosure and shall permit the other Parties to inspect such records as requested from time to time.

23. GDPR ("GDPR") and the Data Protection Act 2018 (the "DPA")

- 23.1. With respect to the parties' rights and obligations under this Agreement, the Parties agree to each comply with the obligations imposed on them by GDPR and the Data Protection Act (DPA) as a Data Controller and to ensure that Personal Data (as defined in the GDPR) is processed only in accordance with their own policies on data protection, information security and retention of personal data to comply with their obligations under the GDPR and the DPA.

24. Equality Act 2010

- 24.1. The Parties agree to each comply with the obligations imposed on them by the Equality Act 2010.

25. General

- 25.1. This Agreement is personal to each of the Parties and no Party may assign, mortgage, charge or (except as otherwise provided in this Agreement) license any of its rights hereunder, or sub-contract or otherwise delegate any of its obligations hereunder, except with the written consent of all the other Parties.

- 25.2. Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of principal and agent, between the Parties.
- 25.3. The Parties will act in good faith towards each other in relation to the Programme and in achieving the Objectives and Outputs of the Programme and in complying with this Agreement and the Funding Agreement.
- 25.4. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 25.5. This Agreement, the Funding Agreement and the documents referred to in it, constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement.
- 25.6. All of the Parties acknowledge and agree that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause shall, however, operate limit or exclude any liability for fraud.
- 25.7. All payments by any Party pursuant to this Agreement are exclusive of any applicable Value Added Tax (VAT), except where expressed to the contrary, and if any such VAT is payable, the Party in question shall be additionally liable for such tax, which shall accordingly be shown on the relevant VAT invoice.
- 25.8. No variation to this Agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by and on behalf of all of the Parties.
- 25.9. Every Party shall from time to time do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.
- 25.10. The Parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.
- 25.11. The Parties do not intend that any of this Agreement should be enforceable pursuant to the Contracts (rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.
- 25.12. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

SIGNED by or on behalf of the Parties on the date which first appears in this Agreement.

SCHEDULE 1 Constitution and Terms of Reference of the Joint Committee Advisory Board

The Black Country-wide Advisory Board will oversee the delivery of the programme making key recommendations to the Joint Committee.

CONSTITUTION

1. The Joint Committee Advisory Board shall comprise of:
 - ✓ The Cabinet member for regeneration for four Black Country local authorities (voting members);
 - ✓ Four business community representatives of the Black Country LEP (voting members);
 - ✓ The Executive Directors of the Black Country local authorities with responsibility for regeneration (non-voting member);
 - ✓ A Black Country Consortium Ltd representative (non-voting member);
 - ✓ Such government department representatives as the committee agrees to (non-voting member);
 - ✓ Such representatives of the community, business and or other bodies as the committee agrees to (non-voting member);
 - ✓ The Programme Manager (non-voting member).
2. The Joint Committee Advisory Board shall at its Annual Meeting (held in line with the start of municipal year) elect a Chair and Vice-Chair from among its voting members. In the event of both being absent from the meeting, the Chair and Vice-Chair for whatever reason, the Joint Committee Advisory Board shall elect a chair from amongst the voting members present for that meeting. Only a voting member is entitled to be elected as Chair or Vice-Chair of the Committee.
3. Four voting members of the Joint Committee Advisory Board shall constitute a quorum. Each Black Country local authority may appoint a substitute Cabinet member for the voting members appointed to attend meetings, in the absence for any reason of the voting member. The substitute voting member shall be treated in all respects if they were appointed under (i) above as the case may be.
4. All questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Committee.

5. The Joint Committee Advisory Board shall meet as agreed at AGM and set the forthcoming year's timetable of meetings.
6. A meeting of the Joint Committee Advisory Board may also be convened by the Chair within 21 days of the receipt of a requisition of any two voting members of the Joint Committee Advisory Board addressed to the Secretary of the Joint Committee Advisory Board. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting. However in cases of genuine urgency a meeting of the Joint Committee Advisory Board may be convened at any time by the Chair, upon 5 working days notice to all members of the committee.
7. If a quorum is not present at the meeting, or if urgent decisions are required for the Joint Committee, business requiring a vote of the membership will be conducted by email. The timeframe within which endorsement of the recommendations must be confirmed should not be less than 3 working days.
8. The Joint Committee Advisory Board shall from time to time appoint such sub- Advisory Boards to consider and deal with any of the functions of the Joint Committee Advisory Board as may be thought desirable. Membership of which is determined by the Joint Committee Advisory Board subject to any Advisory Board must have a Councillor and LEP representative from the Joint Committee Advisory Board as members of the sub-Advisory Board.
9. The Joint Committee Advisory Board Secretary shall be Walsall Council, and all meetings of the Joint Committee Advisory Board shall take place at Walsall Council or Wolverhampton City Council.
10. The role of the Secretary shall include:
 - i. the Secretary will be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Joint Committee Advisory Board and minutes of the Joint Committee Advisory Board;
 - ii. The Secretary shall be responsible for making arrangements for recommendations from the Joint Committee Advisory Board, including supporting reports, to the Joint Committee will be sent to Walsall Metropolitan Borough Council secretary of the Joint Committee to enable compliance with the necessary legislative requirements for access to information.

11. Members of the Joint Committee Advisory Board or sub- Advisory Board that are elected representatives appointed by a Black Country Council must comply with their own Councils code of conduct.

12. Non Councillor Members of the Joint Committee Advisory Board or sub- Advisory Board with conflicts of interest must comply with the following rules:

a) A conflict-of-interest arises where any decision potentially gives direct commercial or financial payment or benefits to:

- o You;
- o a close member of your family;
- o an organisation that you are either:
 - i. are employed by or hold office with, or
 - ii. in which you own more than 10% of the issued share capital.

b) a conflict-of-interest as set out in situations above does not arise in relation to any business regarding allocation of funding streams or Projects to be allocated to or benefit the area of any of the four Black Country Councils.

c) Upon a conflict-of-interest arising:

- i. in the case of a voting member that member must declare an interest and not vote, but may remain in the room to make representations;
- ii. in the case of non-voting members that member must declare an interest but may remain in the room to make representations.

13. Gifts and hospitality policy for elected members will be the same as that of their own local authority. For non-elected voting members, they should declare any gifts or hospitality that has a value over £25 which may be seen as related to their role on the Joint Committee Advisory Board and or any specific scheme, Project or funding stream.

14. Only the Joint Committee can make amendments or variations to this Constitution and Terms of reference.

Functions of the Joint Committee Advisory Board

1) To receive reports from the Heads of Regeneration Working Group, Black Country Councils, central Government, the businesses community, Lead and/or **Single Accountable body for all funds secured by the Black Country Local Enterprise**

Partnership (BC LEP) and such other persons or bodies as the Joint Committee Advisory Board deems appropriate.

- 2) To receive reports from any Sub Advisory Board of the Joint Committee Advisory Board.
- 3) To act as a strategic advisory body; reviewing and recommending objectives for strategic investment across the Black Country in relation to all funds secured by the BC LEP including;
 - a. Providing a coherent single position on the major strategic issues for the funds secured by the BC LEP;
 - b. Formulating proposals for allocation of spending;
 - c. Formulating proposals for major priorities;
 - d. Consider and agree recommendations made by Working Group;
 - e. Recommending Lead and/or Single Accountable Body status for a body or organisation;
 - f. Referring final recommendations from the Heads of Regeneration Working Group as to items a) to e) above to the Joint Committee for formal approval.
- 4) Receiving regular monitoring reports from the Heads of Regeneration Working Group on the funds secured by the BC LEP programs and/or funding streams and/or individual Projects upon the effectiveness and performance of delivery by the Lead and/or Single Accountable Body.
- 5) Reporting regularly or upon request of the Joint Committee, and in any event at least once a year to the annual general meeting of the Joint Committee, to the Joint Committee upon the effectiveness and performance by the Lead and/or Single Accountable Body in delivering the BC LEP initiatives, programmes and or funding streams for which they are responsible.
- 6) Influence and align government investment in order to boost economic growth.
- 7) To ensure alignment between decision making on all funds secured by the BC LEP and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration.
- 8) Co-ordinate and align decision making on other areas of policy such as land use, transportation, economic development and wider regeneration with the LEPs ensuring

that business views are taken on board and that LEP growth plans are reflected in strategic priorities.

- 9) Advising the Joint Committee in relation to all funds secured by the BC LEP, i.e. capital expenditure programmes and potential programs, and ensuring policy and programmes are delivered effectively through partners.
- 10) To report to the Joint Committee on such matter as it considers appropriate and relevant to the funds secured by the BC LEP and the Programmes.

SCHEDULE 2 Constitution and Terms of Reference of the Heads of Regeneration Working Group to the Joint Committee Advisory Board

The Black Country Heads of Regeneration (Working Group) will oversee the delivery of the programme making key recommendations to the Advisory Board of the Joint Committee.

CONSTITUTION

1. The Heads of Regeneration (Working Group) shall comprise of:

Decision making (voting) membership

- Relevant Executive Directors (or their nominated proxy)

Adviser/support membership (none decisions making members)

- Programme Manager
- Regeneration Managers
- Project Managers
- Project Support Officers
- Other officers as appropriate

2. The Heads of Regeneration (Working Group) shall at its Annual Meeting (held in line with the start of municipal year) elect a Chair from among its voting members. In the event of the chair being absent from the meeting, the Heads of Regeneration (Working Group) shall elect a chair from amongst the voting members present for that meeting. Only a full voting member is entitled to be elected as Chair of the group.
3. The voting members can nominate an alternate member (nominated proxy) to attend on their behalf, who will for that meeting be considered a voting member, but may not chair the group.
4. Two voting members shall constitute a quorum.
5. All questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Group.
6. The Heads of Regeneration (Working Group) shall meet as agreed at AGM and set the forthcoming year's timetable of meetings.

7. A meeting of the Heads of Regeneration (Working Group) may also be convened by the Chair within 14 days of the receipt of a requisition of voting member of the group. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting. However in cases of genuine urgency a meeting of the Heads of Regeneration (Working Group) may be convened at any time by the Chair, upon 5 working days' notice to all members of the committee.
8. Should urgent items occur that require immediate decisions, the chair may through the appropriate mediums (phone, email etc.) contact the voting members and agree a decision, which must be confirmed in writing by each voting members contacted as soon as possible and discussed at the next scheduled meeting date.
9. The Heads of Regeneration (Working Group) shall from time to time appoint such sub-Working Groups to consider and deal with any of the functions of the Group as may be thought desirable. Membership of which is determined by the Heads of Regeneration (Working Group).
10. The Heads of Regeneration (Working Group) Secretary shall be Walsall Council, and all meetings of the Group shall take place at Walsall Council, unless agreed otherwise by the chair.
11. The role of the Secretary shall include:
 - i. the Secretary will be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Group and minutes of the meetings.
 - ii. The Secretary shall be responsible for making arrangements for recommendations from the group, including supporting reports, to the Advisory Board.
12. Members of the Heads of Regeneration (Working Group) or sub- Groups that are representatives appointed by a Black Country Council must comply with their own Councils code of conduct.
13. Members of the Heads of Regeneration (Working Group) or sub- Groups with conflicts of interest must comply with the following rules:
 - a. A conflict-of-interest arises where any decision potentially gives direct commercial or financial payment or benefits to:
 - a. you,
 - b. a close member of your family, a
 - c. an organisation that you are either:

- i. are employed by or hold office with or
 - ii. in which you own more than 10% of the issued share capital
- b. a conflict-of-interest as set out in situations above does not arise in relation to any business regarding allocation of funding streams or Projects to be allocated to or benefit the area of any of the four Black Country Councils.
- c. Upon a conflict-of-interest arising:
 - i. in the case of a voting member that member must declare an interest and not vote, but may remain in the room to make representations;
 - ii. in the case of non-voting members that member must declare an interest but may remain in the room to make representations.

14. Gifts and hospitality policy for elected members attending the group meeting will be the same as that of their own local authority. For non-elected voting members, they should declare any gifts or hospitality that has a value over £25 which may be seen as related to their role on the Heads of Regeneration (Working Group) and or any specific scheme, Project or funding stream.

15. The Heads of Regeneration may invite external visitors to attend meetings; this can be for individual meeting to make for example a presentation or for a number of meetings against a theme of work commissioned etc. Visitors can take part in the debates associated with the agenda items for which they are invited, but not for the remainder of the meeting, unless invited to do so by the Chair. Visitors can not take part in any voting and must declare any conflicts of Interest on joining the meeting.

16. The following is an extract from the Joint Committee Collaboration Agreement, dated the 7th May 2014, setting these details out, which can only be changed by the Joint Committee.

Functions of the Heads of Regeneration Working Group:

1. Manage the Programme on an operational basis.
2. To manage promotion of the programme.
3. To agree the timeline for delivery of the implementation of the Programme, monitor progress and ensure that the key milestones are achieved.
4. To undertake the initial appraisal of Project proposals and agree them being worked up in a Business Case.

5. Approve Project Business Cases and provide recommendations to the Joint Committee Advisory Board.
6. To establish a Project Register setting out Project details including, Project Authority, Project Authority Project Lead officer, Project Objectives, funding amount, Key dates, specific tasks/targets that need to be delivered to ensure Project success, Project key risks and mitigation measures in place, any relevant cut of date for funding spend and latest Project position.
7. Executive Directors will ensure that the Project Register is kept fully up-to-date by officers, in their respective authorities, who are responsible for leading on the Projects for which their Authority is the Lead Authority.
8. To devise, oversee, manage and monitor the Programme and elements of it generally and specifically review and evaluate on a regular basis ongoing individual Projects progression and delivery against the Business Case for the Project, including any key miles stones, financial spend and compliance with any central Government grant terms.
9. Receive from Lead Authorities detailed updates on Projects in accordance with the timescales set out in the Business case or otherwise as necessary, and Provide written updates along with appropriate recommendations to the Joint Committee Advisory Board on the progress of the specific Projects.
10. To identify and manage risk for the Programme and individual Projects.
11. To ensure appropriate financial management is in place and complies with any government grant terms, EU and UK law, and accounting good practice.
12. Make recommendations to the Joint Committee Advisory Board on the progress of the specific Projects.

Membership:

Decision making membership

- Relevant Executive Directors (or their nominated proxy)

Adviser/support membership (none decisions making members)

- Programme Manager
- Regeneration Managers
- Project Managers
- Project Support Officers

- Other officers as appropriate

SCHEDULE 3 BC LEP Initial Proposal and Full Business Case Templates

Delivering the Black Country Strategic Economic Plan



Initial Proposal - For all Projects requesting Black Country LEP funding pages)

(Max 4

Project Name:					
1. Applicant Details:					
Project Sponsor:	(name and title)				
Lead organisation:					
Registration No:					
Lead contact:		Position:			
Phone number:		Email address:			
Postal address:					
Local Authority area (please highlight)	Dudley	Sandwell	Walsall	Wolverhampton	
Have you, or any associated organisations, previously delivered projects using or having been awarded public sector funding?					
If yes, please provide details					
2. What opportunity or barrier will this investment unlock?					
<i>Explain the strategic ambition and how this bid will support delivery of that ambition. What are the key drivers for investment?</i>					
3. Please indicate which of the SEP Growth Objective/s the project will contribute to:					
1. 4,000 New Jobs		3. 3,200 Business Assists			
2. +1,000 New Homes		4. 7,000 Learner Assists			
4. Please indicate which SEP theme(s) and strategic programme(s) the project will contribute to:					
Place Theme:	People Theme:	Competitiveness Theme:			

PL1. Sites & Premises	P1. Skills for the supply chain	B1. Supply chain development including Innovation & Enterprise
PL2. Infrastructure	P2. Skills Capital	B2. Global Opportunities
PL3. Housing	P3. Schools	B3. Access to Finance
PL4. Local Distinctive Economies	P4. Upskilling	
PL5. Environment		

5. How will this project unlock the specified SEP Growth Objectives?

Demonstrate how the proposal is aligned to the at least one of the 12 strategic programmes and will contribute towards achieving these growth objectives, whether directly or by acting as an enabler for economic growth.

6. Expected TOTAL Project Cost & Source of Funding

	% of Total Cost	2017/18 £m	2018 /19 £m	2019/20 £m	2020/21 £m	2021+ £m
Total Project Cost						
Applicants own funds	%					
Other Public funds (Specify)	%					
Private sector funds	%					
Funding requested from BC LEP - LOAN	%					
Funding requested from BC LEP - GRANT	%					
Total Project Value (if site / property)						

If Grant funding is sought, explain why grant is required as opposed to loan. (Less than 100 words)

7. What will LEP funding be spent on

Projects costs	% of Total Cost	2017/18 £m	2018 /19 £m	2019/20 £m	2020/21 £m	2021+ £m

8. What are the expected tangible Outputs/Outcomes to be realised?

(Please profile Skills Outputs as per the financial year, NOT the academic year)

Outputs/Outcomes	Metric	2017/18	2018 /19	2019/20	2020/21	2021+
Businesses Assisted	no.					
Businesses Created	no.					
Skills – Learners assisted (exc. Apprenticeships)	no.					
Skills – Apprenticeships Starts	No.					
Skills – Apprenticeships Completed	no.					
Employment – Jobs Created (FTE)	no.					
Employment – Jobs Safeguarded (FTE)	no.					
Place – Houses Started	Units					
Place – Houses Completed	Units					
Place – Land Remediated	Hectares					
Place – New Employment floor space – [specify use class here]	Sq mtr					
Length of newly built roads	Km					
Length of resurfaced roads	Km					
Length of new cycle ways	Km					
Other (please specify)						

For the outputs included above, please state whether they are direct outputs or indirect. If indirect, explain how the project is enabling the delivery of these outputs.

For Employment Floorspace, please specify by Use Class E.g. A1, A2, B1, B2, C1 etc.

9. For Place (property & infrastructure projects only) - Site Details	
Location (include full address and postcode)	
Overall Site Area (Ha)	
Ownership / Occupation	
Existing / Former Use	
Existing Condition	
Planning Status of Project	
Any Other Comments	

10. For Learners Assists/Apprenticeships please specify the course offering and the level of learning supported. (Apprenticeships, specify the framework duration (years))	
Course Details	Level of Learning Supported
11. What are the main issue (s) likely to derail the project?	
Issues	Means of Resolution
12. What are the main risks the Project will need to manage	
Risks	Means of Managing
13. Please indicate how your project complies with State aid Regulations without contravening the State Aid Legislation	
<p><i>All applicants need to take steps to satisfy themselves that any BCLGF funding approved does not amount to unlawful State Aid. Further confirmation to this effect will be requested at the Full Business Case stage. A declaration of compliance with EU State Aid regulations will be required prior to any BCLGF funding being provided. If your project is awarded funds from the BCLGF it will be subject to a condition requiring the repayment of any BCLGF funding in the event that the European Commission determines that the funding constitutes unlawful State Aid.</i></p>	

14. Any other Significant Constraints to delivering the Project not mentioned above.

15. Submission Checklist

Please ensure that the following documentation is submitted with this application:

- Site Plan
- Title Certificate
- Key Milestones
- Planning Consent (where available)
- Scheme Plans (where available)
- Summary Development Appraisal (where available)

For Site Investigation bids ONLY, please provide:

- 3 quotations in support of cost of works for which funding is sought
- Stage 2 Due Diligence Checklist (Black Country Growth Deal - Accountable Body)
- State Aid De Minimis Declaration (applicable for grants <£150k)

16. Proposer Declaration

I confirm that I am authorised by my organisation to make applications for funding and to make legally binding commitments on its behalf and that the information contained in this proposal is correct to the best of my knowledge.

I confirm that I/we have read the generic Growth Deal conditions of Grant (Grant Agreement) and that I/we understand that if our/my application is successful I/we will need to provide security

to the Council in the form of:

- A Charge over Land or Property
- A Charge over Bank Account
- A Performance Bond

I/we also confirm that I/we understand the conditions of grant for Site Investigations/Development Studies, including the obligation to repay the Grant if we do not choose to deliver a scheme on the Site following the development/investigation phase.

I confirm I/we have read and understand the Due Diligence Checklist and that I/we agree to the following:

- Submission of all required organisational and financial information at the first and second stages of Due Diligence;
- Completion and submission of a fully completed Due Diligence Checklist and supporting information at the same time as submission of a Full Business Case (FBC). I understand that I/we are completing this work at risk with no guarantee of funding.

I confirm that I/we have read and understood the Accountable Body's Monitoring, Compliance and Audit Framework and understand our obligation to provide the record-keeping and monitoring information required by the Accountable Body

I confirm that I/we understand my/our obligations to procure services and goods in line with EU Procurement Rules.

I confirm that I/we have checked/been advised and are able to accept this grant without being in contravention of state aid rules.

I/we consent to Black Country Consortium, Local Enterprise Partnership and Black Country Councils processing of any personal data associated with this proposal for the purpose of processing the proposal and managing the proposal process.

Signed	
Name	
Position	

Introduction to the Project

Section A: Introduction to the Project	
Project Location:	(Including address and postcode)
Lead Delivery Organisation:	(Name and dept.)
Project Description: (50 words max)	
<i>(Short statement about what the project is targeting to achieve)</i>	
Project Need & Additionality:	
<i>(State the overall impact on GVA (Growth Value Add). GVA is the difference between output and intermediate consumption for any given sector/industry. That is the difference between the value of goods and services produced and the cost of raw materials and other inputs which are used up in production.</i>	
<i>GVA therefore measures the contribution to the economy of each individual producer, industry or sector in the United Kingdom and is used in the estimation of GDP at regional and Sub-regional level)</i>	

Background to the Project

Section B: Background to Project Bid	
Section B1: Status & Progress to-date	
17. Present status of the Project. (approx. 100 words)	
18. Progress achieved prior to Bid. (approx. 300 words)	
Section B2: Content of the Business Case	
Section C	Strategic case and fit to Strategic Economic Plan Themes
Section D	Economic case – Options Appraisal
Section E	Commercial case – External Procurement (if appropriate)
Section F	Financial Case – Financial Analysis of the recommended Option
Section G	Programme Management Case – Achievability of Project Components
Section H	Recommendation

Section I	<p>Appendices</p> <ul style="list-style-type: none"> ➤ Profile for each Output / Outcome ➤ Detailed breakdown of Project Costs by month ➤ Risk & Issue Register ➤ Project Plan / Development Programme ➤ Stakeholder Map ➤ Evidence of planning permission ➤ Stage 1 Due Diligence Checklist (applicable to land/property bids) ➤ Stage 2 Due Diligence Checklist (Black Country Growth Deal - Accountable Body) ➤ State Aid De Minimis Declaration (applicable <£150k)
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Strategic Case

Section C: Strategic Case for Change and fit to BC LEP Strategic Economic Plan Themes

19. Context/Project Background

(This section should describe the setting, background and context of the Business Case. Describe the compelling case for change. Detail the problem or opportunity the project is intended to address, in terms of market failure or demand, and the contribution the project will make to the delivery of the Black Country Strategic Economic Plan (SEP) and other relevant plans and strategies. Ensure to demonstrate how the project will contribute to the Growth Objectives and Strategic Programmes identified in the SEP. A copy of the SEP can be found at www.blackcountrylep.co.uk/about-us/black-country-plans-for-growth/strategic-economic-plan) (Word limit 750)

20. Objectives and Outcomes

(Detail the specific objectives to achieve the anticipated outcomes. The objectives and outcomes should be stated in clear and measurable terms with a specified time frame)

21. How does the project fit with national, sub-regional and local investment plans and strategies?

(Demonstrate how the proposal is aligned to any relevant Government, sectoral or regional goals and priorities and reflects the organisational strategy)

22. Detail the elements that are within scope of the project, this defines the range and boundaries of the project.

(A critical first step is establishing the parameters of the project. Be aware that these parameters may change over the course of developing the Full Business Case. Please identify the areas both in and out of scope i.e. what will be delivered by the project and won't be delivered by the project)

23. What stakeholder consultation has been undertaken/support received? What stakeholder consultation remains to be undertaken? (approx. 100 words)

(The objective of Stakeholder Management is to maximise/optimize the objectives of the Project/Programme through the considered identification, analysis and engagement of all those that are engaged in it, or impacted by it. Stakeholders come in many 'shapes and sizes' and, as such, contingent effort/management is the key to success in this regard. It is important initially to understand each Stakeholder's level of support for the Project/Programme, the influence they wield over it and the degree to which they are impacted by the scope of work.

This analysis then provides the basis for targeted Stakeholder Management activity. Identify which stakeholders have been consulted on the objectives and outcomes of the project/programme. Describe any obstacles that have been highlighted and how they are going to be managed to ensure success, including the consultation that remains to be undertaken.

Stakeholder consultation involves the development of constructive, productive relationships over the period of the project/programme. It results in a relationship of mutual benefit; enabling identification of trends and emerging challenges which are currently or will in the future impact the project/programme. Listening to stakeholder concerns and feedback is a valuable source of information that can be used to improve project design and outcomes, and help an organisation to identify and control external risks. It can also form the basis for future collaboration and partnerships)

24. List the Key stakeholders and their Interest areas? (approx. 50 words)

(Include a Stakeholder Map if you have one)

Stage 1 - Identification of stakeholders

A typical approach which could be used to gather the complete list of Stakeholders impacted by a Project/Programme is to Brainstorm; a guided brainstorm session that identifies a long list of Stakeholders who are both internal and external to the Project/Programme.

Stage 2 - Analysis and Prioritisation

The next step is to analyse and prioritise each Stakeholder based on their levels of Influence and Interest. The Stakeholder Influence and Interest matrix, shown below, can be used to present a Stakeholders position, both current and desired. This process is fairly subjective since the Project/Programme may not fully understand Stakeholders or their agendas. Therefore, the more Stakeholder engagement throughout this process, the more robust the output will be.



Stage 3 - Stakeholder Engagement

The following table provides an indication of the engagement required for the each type of Stakeholder based on their level of interest to the project and their influence on the success or otherwise of the Project

No.	Type:	General engagement required:	Power/Influence	Interest/Support
1	Detractor - Keep Satisfied	The greatest risk to project delivery. Spend the greatest attention, time and resource with them. Listen to concerns and issues, identify their agenda, key influencers and engage them on project purpose and objectives, look for win-win solutions and compromises. Ask Champions or Advocates to support this influencing.	Medium - High	Low - Medium
2	Monitor	Monitor these people and only keep informed about progress and successes via general communication. Do not spend too much time or resource on these Stakeholders.	Low - Medium	Low - Medium
3	Advocate	Keep informed and aware of progress and success. Solicit their help in influencing others.	Low - Medium	Medium - High
4	Champion	Engage and consult regularly. Keep informed and aware of progress and success. Solicit their help in influencing others, especially with blockers and the highest risk detractors	Medium - High	Medium - High

25. What are the Strategic Issues preventing successful delivery of the project? List. (approx. 100 words)

(These are the fundamental issues, raised as highest priority on the project Issue register would prevent the project from delivering its objectives and intended outputs/outcomes)

26. What are the Strategic Risks that could prevent successful delivery of the project? List. (approx. 100 words)

(These are the fundamental risks, raised as high impact on the project Risk register that if they were to materialise could prevent the project from delivering its objectives and achieving intended outputs/outcomes)

27. Summarise the overall assumptions that have been made when planning this project. State the impact to the project if these turn out to be wrong.

(Assumptions are circumstances and events that need to occur for the project to be successful, but are outside the total control of the project team. Assumptions are accepted as true and are often without proof or demonstration)

28. Summarise any project dependencies that the project has or if there are other projects/initiatives that are dependent on this delivery. State the impact to the project if these are not met.

(Dependencies are the relationships among tasks which determine the order in which activities need to be performed. There are four (4) types of dependency relationships:

- *Finish to Start - Land must be purchased before road building can start*
- *Start to Start - Road excavating must start before Asphalt can be laid*
- *Finish to Finish - Laying Asphalt must be complete before line painting can be completed*
- *Start to Finish - Road excavating must start before line painting can be completed)*

29. Define any constraints that may impact the success of the project, e.g. resource, legal, 3rd party agreement constraints.

(Constraints are things that might restrict, limit, or regulate the project. Generally constraints are outside the total control of the project team)

Economic Case

Section D: Economic Case - Options Appraisal

Section D1: Short List of Options considered

30. Please describe the options that have been considered in selecting the project proposal. This should include a minimum of 3 options : -

- A **reference case option** (the position in terms of outputs that would occur if the project did not proceed);
- The **proposed option** (as set out in Section A); and
- An **alternative option** (which may be based on changes to the scale, scope and cost of the proposed option).

Box 1:

Option Name:	Description:	Total Cost:	Amount requested:	Outputs
Reference Case				

Proposed Option				
Alternative Options:				

Box 2:

Please explain why the proposed option has been selected.

Option Name:	Advantages:	Disadvantages:	Fit with Project Objectives:
Reference Case			
Proposed Option			
Alternative Options:			

31. Specify the Preferred Option, with supporting justification for selection. (approx. 200 words)

(There must be a clear statement of the decisive factors and why they are considered sufficient to influence the decision)

32. Outline Opportunities for Innovation and increased Collaboration. (approx. 200 words)

(For example, the LEP would be particularly interested to see industry collaborating with educational institutions to create new investment, business and products)

33. Service Delivery options considered, with Pro's & Con's. e.g. using a 3rd party for delivery (approx. 200 words)

(Specify key Issues, and state resolution plan for each Issue)

34. Provide a profile for each Output (Complete Appendix I1)

(Templates are provided in Appendix to this document. Please indicate any other non-quantifiable benefits from your project. Think about any intangible benefit that will be realised. For example a project involving the redevelopment/regeneration of a piece of land, may result in an improved perception of the area)

35. What is the evidence of demand / market interest that supports your case for investment in this project? (approx. 500 words)

(Detail all market research, primary and secondary. Ensure that for:

- *Quantitative Research - Data is fully representative of target group and statistically robust*
 - *Qualitative - Evidence given that data has been validated*
- OR
- *Direct approach from market to meet defined need)*

36. Outline any market testing which has been undertaken to evidence the demand case. (approx. 300 words)

(Your answer should provide robust evidence of demand that has been validated, e.g. evidence that businesses are interested in pursuing opportunities that LGF investment creates. Include stats/data to support claim)

37. Have the running costs of this investment been calculated and are they financed by you or your partners?

(As well as the capital cost invested there are post implementation costs to consider. There may be ongoing running (operating) costs and/or maintenance costs. E.g. a capital investment to build a new office block, once occupied will involve operating costs such as rent & rates, staff salaries etc. who will finance these costs?)

Running costs will inform the viability of the project. The author must consider the ongoing costs to support the recommended option against anticipated benefits)

Commercial Case

Section E: Commercial case – External Procurement (if appropriate)

38. If private development partners will be required to deliver project outputs, at what stage are discussions/negotiations? (approx. 300 words)

39. Detail any 3rd party services that will be used to deliver this project, e.g. Legal, Finance, other consultancy.

(E.g. Consultancy - A technical advisor will be appointed to prepare the works brief and secure planning consent for the remediation works. They will then manage the appointment of a contractor to undertake the remediation works)

40. Summarise Procurement requirements in terms of Outputs. (approx. 200 words)

(Include work to be procured; potential value; who will lead:

- *Works to be procured, with justification statements*
- *The potential value of the Works*
- *What are the service requirements in terms of outputs that the will be delivered*
- *Who will lead?)*

41. Will your Procurement trigger the OJEU process?

(Please provide clear statement on exemption or plan to follow OJEU requirements. See <http://www.ojeu.eu/whatistheojeu.aspx> for information)

42. Outline the sourcing Options: with a rationale for preferred option. (approx. 200 words)

(Sourcing options include:

- *supplier panels*
- *collaborative procurement*
- *open tender*
- *closed tender*

The most appropriate sourcing option will be dependent on:

- *the total value of the procurement*
- *what contracts, frameworks, or supplier panels are already in place*
- *the overall risk to the organisation if performance expectations are not met*
- *the nature and complexity of the product or service)*

43. Are there any Personnel Implications, inc. TUPE? (approx. 200 words)

(Does the proposal impact on any existing personnel associated with the lead or delivery organisation/s? Please give details of any recruitment required for delivery See <https://www.gov.uk/transfers-takeovers/overviewfor> information on TUPE)

44. Outline the Procurement Project Plan and Timescales, including statutory and other consents.

(The procurement plan should include the following:

- *Type of contract to be used 20150711 BCLEP Outline Business Case - Guidance v1.0 11 20/07/2015*
- *Risks associated with procurement management*
- *How procurement risks will be mitigated through contract performance metrics, insurance, or other means*
- *Determining costs and if/how they're used as evaluation criteria*
- *Any standardised procurement templates or documents to be used*

- How multiple suppliers will be managed if applicable
- Contract approval process
- Decision criteria
- Establishing contract deliverables and deadlines
- How procurement and contracts are coordinated with project scope, budget, and timeline.

NB: Where the purchase of property or land is involved please confirm ownership status and state whether there are any charges over land/property interests critical to project delivery)

45. Please provide evidence of planning permission (submit a copy of decision notice or committee resolution with this application), or a clear explanation of the timeframe for achieving this and how it fits with broader planning strategy.

(This should include status of planning permission. If obtained:

- outline any key planning conditions
- strategy for discharging planning conditions.

If NOT obtained:

- the timeframe for achievement, and how it fits in with the broader planning strategy
- has any pre application consultation with the Local Planning Authority taken place? Please give details
- you also need to provide evidence of discharge of key planning conditions, or your strategy for undertaking these)

Financial Case

Section F: - Financial Analysis of the recommended Option

46. Outline the anticipated cost and funding profile:

	<i>Capital/ Revenue</i>	<i>2017/18</i>	<i>2018/19</i>	<i>2019/20</i>	<i>2020/21</i>	<i>2021+</i>	<i>TOTAL</i>
BCLTB (Pre-Committed Transport Funding)*							
BCLEP Grant							
BCLEP Loan							
Other Public Source (please indicate)							
Applicants Own Funds							
Private (3rd party)							
Total Capital							
Total Revenue							

Overall Total							
----------------------	--	--	--	--	--	--	--

*LTB funding for Transport Major schemes

47. Please outline the strategy for securing the match funding as outlined above, and the progress made to date. What is the level of certainty of match funding remaining in place across the project duration? Please provide evidence to support any assumptions made.

(Explanation to support the information provided above, i.e. reasons for date available, approval status etc.)

48. Project slippage – is there provision for dealing with the financing of any time or cost overruns? How will you deal with the impact on LEP & Match funding, & Private Investment?

49. For the BCLEP element of the funding only, please set out the projected costs using summary spend areas.

(Please note that a full a detailed breakdown of Costs by month will need to be included in the Appendices)

State date of this Estimate

Projects costs (delete as appropriate):	2017/18	2018/19	2019/20	2020/21	2021+
	£m	£m	£m	£m	£m
Land acquisition					
Planning and Feasibility Study					
Surveys					
Land Remediation					
Construction, inc. materials, equipment and labour					
Fit Out (Equipment and furnishings not included in construction)					
Project Management					
Consultancy					
Legal Services					
Other (please specify)					
Contingency*					

***Note - Contingency:** Where an element of contingency has been added on top of individual cost elements it is assumed that there is a significant level of doubt about the future costs (the level of contingency is influenced by the extent of the doubt).

50. What risk contingencies are included in your cost estimates?

(Outline the areas where contingency has been applied, the level of the contingency in each case and the reason for the contingency in each case)

Section F: Claims

51. Please set out the Cashflow projections for the BCLEP element of Project funded costs being requested.

(Indicate the estimated Quarterly Cash flows for each of the years affected)

Claims / Drawdown against Funding requested:	2017/18	2017/18	2017/18	2017/18	2018/19	2018/19
	Q1	Q2	Q3	Q4	Q1	Q2
	£m	£m	£m	£m	£m	
Land acquisition						
Planning and Feasibility Study						
Surveys						
Land Remediation						
Construction, inc. materials, equipment and labour						
Fit Out (Equipment and furnishings not included in construction)						
Project Management						
Consultancy						
Legal Services						
Other (please specify)						

CONFIRMATION BY APPLICANT:

Please confirm that the funding requested is sufficient to deliver the Project as detailed above.

Management Case

Section G: Programme Management Case - Achievability of Project Components

Section G: Project Plan (Extract of Key Milestones)

52. Please set out the Key Project Milestones, including those Milestones shown below.

(Or extract Key Milestones view from your gantt chart & insert the picture here).

Key Milestone	Delivery Date

Please attach the project gantt chart as an Appendix.

(Milestone - A task / event of zero duration that shows a critical achievement in a project

Delivery Date - The date on which the milestone is planned to occur. E.g:

- *Site Investigation Survey Commissioned – Aug 2015*
- *Site Investigation Survey Completed – Sept 2015*

Once the final version of the Planned Delivery Dates are approved they become baselined. This baseline milestone schedule becomes the benchmark against which project performance is measured. The baseline schedule must be in place before project delivery work commences.

Once created and approved the baseline milestones can only be changed for authorised changes in scope / timeline, but even then the original baseline is never discarded.

The milestones should always reflect the most realistic dates for project accomplishment, even if this means a reforecast)

Section G: Project Governance: Key roles & Responsibilities

53. Please set out the Key Roles in governing the Project, with named officers, which will oversee, deliver and close the project. (approx. 100 words)

E.g. The Project governance structure personnel could be outlined in a table stating what their role in the Project is and what they are responsible for delivering.

Name	Project Role	Principal Responsibility for Delivery
	Project Sponsor	<i>Project Board – Ultimately accountable for the project, ensuring that it meets its objectives and realise the expected benefits. Empowered to direct the project and take decisions.</i>
	Project Manager	<i>Leading, managing and co-coordinating all activity in conjunction with the project team. Reporting to Project Board and BCC Programme Office on project progress/delivery.</i>
	Contractor	<i>Prepare detailed engineering design in accordance with project specification</i>
	Suppliers/Vendors	<i>Facilitate project execution by supplying materials. Equipment and personnel</i>
	Etc...	

--	--	--

Section G: Key Stakeholder engagement strategy

54. Please identify your preferred strategy for engaging key Stakeholders in making your project successful. (approx. 300 words)
*The approach to communications is informed by the Stakeholder Management analysis (outlined in the **Strategic Case**), however instead of individual Stakeholder engagement requirements focuses on the key communications typically to groups of Stakeholders.*

The communications strategy addresses the following:

- how key messages are defined
- audience groups are identified
- appropriate channels are used
- communication effectiveness is measured

Initially a high level communications strategy will be developed by specifying how the communications will be approached in each of the key Project/Programme phases and how the communication responsibilities will be allocated. An example of a communications strategy is shown below.

Project/Programme Phase:	Strategy:
Example: Design	Communication inside the project/programme team only. Reporting within the project/programme governance structure. No communication to any staff that could be affected
Implementation	All end-users to be communicated in a transparent manner. Majority of communications via email, website and newsletter

Section G: Communications Plan or strategy

Consider the following information.

Column:	Contents:
Communication Title	What is the name of the communication item?
Frequency	When does information and key messages need to be provided? For regular communications, how frequently is communication given, monthly, weekly, ad hoc?
Key Stakeholders	Include a list of the different audiences that should be communicated to by the piece of communication. The list of Stakeholders identified is the key input to this list.
Key Messages	What messages and information should be provided, e.g. progress updates, issues raised, decisions required, key messages.
Channels	What approach is used for communicating: face-to-face, email, newsletter, updates to website, workshop, user group, etc.
Responsibility	Who is responsible for ensuring the communication occurs. A named person.
Desired objectives	Aim of the communication – what is expected to change as a result of the communication, raising awareness, make decisions, get involved.
Feedback mechanism	How does feedback get received, and what happens with feedback

55. Please extract the top 5 Issues from your project Issue log:

Description of Issue	
Impact (H,M,L)	
Owner for resolution	
Resolution	
Resolution Date	

(Please see the Risk and Issue Log Template for guidance. Provided by the BCC Programme Office)

Please attach all your full Issue register as an Appendix.

Section G: Risk Management Plan

56. Please extract the details of the top 5 Risks from your project Risk Register:

Description of Risk	
Impact (1-4)	
Probability (1-4)	
RAG rating (Red, Amber, Green)	
Risk owner	
Mitigation	

(Please see the Risk and Issue Log Template for guidance. Provided by the BCC Programme Office)

Please attach your full risk register as an Appendix.

Section G: Quality Assurance

57. Outline your proposed monitoring and evaluation arrangements to assess whether the project achieves its objectives and outputs. (approx. 300 words)

(Should include an extract of Milestones & Summary tasks) and align to the realisation planned activity stated in the Output/Outcome profile)

Section G: Project Team

58. Please describe the experience of the project team and attach the team structure. (approx. 100 words)

Section G: Freedom of Information

59. Please indicate whether any information in this proforma is considered exempt from release under Section 41 of the Freedom of Information Act 2000.

Section G: State Aid Condition

All applicants need to take steps to satisfy themselves that any BCLEP funding approved does not amount to unlawful State Aid. A declaration of compliance with EU State Aid regulations will be required prior to any BCLEP funding being provided.

If your project is awarded funds from the BCLEP it will be subject to a condition requiring the repayment of any BCLEP funding in the event that the European Commission determines that the funding constitutes unlawful State Aid.

60. Please confirm your acceptance to this condition:

Yes

No

H. Recommendation / Conclusion

61. Please state clearly the recommended action this Business Case supports. (approx. 100 words)

I. Security Against Grant

62. Each bidder is asked to confirm in their Initial Proposal that they understand the requirements for security against any Growth Deal Grant.

Please confirm what form of security against the Grant you propose to offer the Council, if required.

Examples include a legal charge over land or assets, a charge over bank account, a Performance Bond, money held in escrow or personal guarantees. Please include details of the nature of the security, when the security will be in place, any existing charges or other encumbrances over the security, and who will put in place the security if not you, the Grantee.

Please note that the Council will not be able to accept a second legal charge. Further information about the Council's security requirements, as confirmed at the Initial proposal stage, can be found at: <http://www.blackcountrylep.co.uk/business-growth/funding-opportunities/apply-for-growth-deal-funding>

Section J: Appendices

J1: A Profile for each Output

J2: Detailed Spend Profile

J3: Risk & Issue Register

J4: Project Plan / Development Programme

J5: Stakeholder Map

J6: Evidence of planning permission

J7: Stage 1 Due Diligence Checklist (applicable to land/property bids)

J8: Growth Deal - Accountable Body Stage 2 Due Diligence Checklist

J9: State Aid De Minimis Declaration (applicable for grant award <£150k)

Document Status

REVISION HISTORY

Revision Date	Version No.	Summary of Changes	Author / Editor
	Draft 1	Initial draft	
	Draft 2	Project team input	
	Draft 3		
	Draft 4		

DOCUMENT LOCATION

This document is only valid on the day it was printed or revised.

DOCUMENT AUTHOR

Name	Title	Organisation	E-mail address	Telephone

DOCUMENT OWNER

Name	Title	Organisation	E-mail address	Telephone

SCHEDULE 4 Black Country Executive Joint Committee Constitution

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

CONSTITUTION

Updated June 2019

1. Dudley MBC, Sandwell MBC, Walsall MBC and Wolverhampton City Council established an Executive Joint Committee known as the Black Country Joint Committee (“the Committee”) for the purpose of discharging the functions mentioned in **Annex A**. The Committee is a joint committee of the Executive for the purposes of Part VI of the Local Government Act 1972 and Part I Chapter 2 of the Local Government Act 2000 and the provisions of thereof that are applicable to Joint Committees of the Executive shall apply to the Committee.
2. (i) The Committee shall comprise four members, each Council being entitled to appoint one voting member who shall be a member of the Councils Cabinet making the appointment. In the event of a voting member of the Committee ceasing to be a member of the Council which appointed him/her, the Council shall forthwith appoint another voting member in his/her place. Only a voting member is entitled to be elected as Chair or Vice-Chair of the Committee.

(ii) Each Council may appoint members of its Executive as substitute for the voting members appointed under (i) above to attend meetings of the Committee and its sub-committees in the absence for any reason of the voting members or observer members appointed under (i) above and in attended meetings of the Committee and its sub-committees the substitute voting members or observer members shall be treated in all respects if they were appointed under (i) above as the case may be. The Secretary for the Committee shall be informed prior to the commencement of the meeting of the names of the substitute members.

(iii) The Chairman of the Black Country Local Enterprise Partnership shall be an ex officio member of the Committee on matters relating to the funds secured by the Black Country Local Enterprise Partnership (BC LEP). Ex officio members may speak at meetings of the committee but not vote. The Chairman of the Black Country Local Enterprise Partnership shall present reports to the Joint Committee from the Joint Committee Advisory Board.

(iv) The Black Country Consortium Ltd will be responsible for writing reports to the Joint Committee from the Joint Committee Advisory Board in the format provided for at Annex B. All other reports from any subcommittee and or Council will also take the form as set out in Annex B. A representative of the Black Country Consortium Ltd can be in attendance at meetings of the Joint Committee on matters relating to all funds secured by the BC LEP in an advisory role as the Joint Committee see fit.

(v) The Committee shall at its Annual Meeting, elect a Chair and Vice-Chair from among its voting members or chose to adopt for that year to have a rolling Chair and Vice Chair being upon rotation. In the event of both being absent from the meeting, the Chair and Vice-Chair for whatever reason, the Committee shall elect a chair from amongst the voting members present for that meeting but shall not count for purposes of rotation.

(vi) Three voting members of the Committee shall constitute a quorum. Except as otherwise provided by statute, all questions shall be decided by a majority of the votes of the voting members present, the Chair having the casting vote in addition to his/her vote as a member of the Committee.

(vii) The Committee shall meet as agreed at its AGM. However a meeting of the Committee may be convened at any time by the Secretary in consultation with the Chair for the meeting that would be convened. A meeting of the Committee must also be convened by the Chair within 28 days of the receipt of a requisition of any two voting members of the Committee addressed to the Secretary of the Committee. All requisitions shall be in writing and no business other than that specified in the requisition shall be transacted at such a meeting.

(viii) The Committee shall from time to time make such standing orders for the carrying on of the business of the Committee as the Committee shall deem necessary and or desirable.

(ix) For the avoidance of doubt and subject to there being no changes to the law on this issue, where a Council is operating executive arrangements pursuant to the Local Government Act 2000 (and any regulations made under it), it will be a matter for the Executive of the Council to appoint any voting member, or substitute member of the Committee as long as that member is a member of the appointing Councils Cabinet.

3. The Committee shall from time to time appoint such sub-committees and Advisory Boards to consider and deal with any of the functions of the Committee as may be thought desirable.
4. The Committee Secretary and such other officers as may be deemed necessary for the due conduct of the business of the Committee shall be Walsall Metropolitan Borough Council.

5. Meetings of the Joint Committee shall be held at Walsall Metropolitan Borough Council unless otherwise directed by the Joint Committee.
6. The Secretary shall:
 - (i) Be responsible for preparing the agenda and submitting reports prepared by either of the Councils or other bodies to the Joint Committee and minutes of the Joint Committee.
 - (ii) Be responsible for making arrangements for the publishing in accordance with Access to Information requirements all meetings, agenda, agenda items and minutes as appropriate.
7. That the relevant Standing Orders for Black Country Joint Committee are those of Walsall Metropolitan Borough Council.

Annex A - Functions

FUNCTIONS OF BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

1. To receive reports from any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee.
2. At any time review and agree proposed changes to the Functions of the Committee, and seek approval of the same from the four Council Executives of the Black Country authorities.
3. To agree and approve any proposed governance and or reporting structure that the committee sees fit.
4. In relation to the funds secured by the BC LEP:
 - 4.1 To act as a strategic body; setting and reviewing objectives for strategic investment across the Black Country, including:
 - a. Providing a coherent single position on the major strategic issues in relation to the funds secured by the BC LEP;
 - b. Agreeing allocation of spending;
 - c. Agreeing major priorities;
 - d. Consider and agree recommendations made by any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee;
 - e. Refer recommendations received back to any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee for further consideration as and when minded in the first instance to

not follow recommendations at all or to materially change the substance of the decision except in the case of genuine urgency requiring a decision to be made at that time;

- 4.2 Agreeing Lead and or **Single** Accountable Body status for a body or organisation;
- 4.3 Agree, review and amend options at any time for any Sub Committee of the Joint Committee or Advisory Board of the Joint Committee governance which is fit for purpose;
- 4.4 influence and align government investment in order to boost economic growth;
- 4.5 have regard to the duty to cooperate and Joint Committee's overall function as set out above;
- 4.6 to ensure alignment between decision making **on funds secured by the BC LEP** and decisions on other areas of policy such as land use, transportation, economic development and wider regeneration;
- 4.7 Co-ordinate and align decision making on transport with the LEPs ensuring that business views are taken on board and that LEP growth plans are reflected in strategic priorities;
- 4.8 Deciding on capital expenditure programmes and ensuring policy and programmes are delivered effectively through partners.

ANNEX B – Report template



Black Country Executive Joint Committee
Dudley, Sandwell, Walsall and Wolverhampton

REPORT OF THE JOINT COMMITTEE ADVISORY BOARD

(OR COUNCIL)

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

(DAY, MONTH, YEAR)

(INSERT TITLE OF REPORT)

Key Decision: **Yes/No**

Forward Plan: **Yes/No**

1. PURPOSE OF REPORT

- 1.1 Set out the main points of the report and details of what is being sought in summary.

2. RECOMMENDATIONS

- 2.1 Specific recommendation from the Joint Committee Advisory Board with approval requested by the Joint Committee.
- 2.2 The recommendation(s) should be clear, concise and include all relevant information. No abbreviations or acronyms are to be used. No statements are to be used.
- 2.3 It is not acceptable to recommend "That the course of action set out in the report be approved" as this does not give sufficient clarity.
- 2.4 There must be a separate recommendation for each decision you wish the BCJC to make.
- 2.5 Do not set out any recommendations elsewhere in the report.
- 2.6 If you only have one recommendation there is no need to number it.

3. REPORT DETAIL

- 3.1 Write clearly, concisely and focus on relevant material information. Do not use acronyms.
- 3.2 All relevant and pertinent information should be included so as to enable a fully informed decision to be made by the Joint Committee.
- 3.3 Sufficient weight and emphasis should be made on key points.
- 3.4 Sufficient information to enable an informed decision must be contained within the report.

4. FINANCIAL IMPLICATIONS

- 4.1 All relevant financial implications. You must to consult the appropriate Finance Officer at the outset of the project. Your report will not be considered if the Finance Officer has not commented.

5. LEGAL IMPLICATIONS

- 5.1 You must consult the appropriate Legal Services at the outset of the project. Set out any legal obligations on and consequences for the BCJC arising from the proposals. You must give sufficient time for Legal Services to comment on your report. Your report will not be considered if Legal Services have not commented.

6. RISK MANAGEMENT

- 6.1 Key risk identified and explanations as to how they will be managed are to be inserted.

7. EQUALITY IMPLICATIONS

- 7.1 An equality impact assessment to be done and equality implications set out in the report as well as how they will be managed.

8. CONSULTATION

- 8.1 Identify who has been consulted and why, the outcome of the consultation and if there is any planned future consultation. For example, do not use “the report is prepared in consultation with relevant Managers and Executive Directors”.
- 8.2 There is an expectation that wherever possible, Ward Councillors should be consulted and involved in matters affecting their Ward.
- 8.3 Consultees mentioned in this part of the report should match with those referred to in the Forward Plan entry, if it is a key decision. Include other consultees if they have been identified since.
- 8.4 If scrutiny panels have considered this issue, provide feedback on their recommendations/views.

Note:

- It is the responsibility of the author of the report to identify and consult with relevant officers and external parties about the proposals and the contents of the draft reports. Should any changes be made before the report appears in final

form then you must consult relevant people again. If the revised circumstances could impact on the legal and financial position, you must consult afresh with legal and finance colleagues.

- A report consultation sheet is available from the Programme Manager and **must be completed and accompany your report at all times**. The consultation sheet template should not be amended. If any amendments are made to your report at any stage which requires the re-consultation of colleagues, this must be reflected in the form when submitted at the final stage.

Background papers

- List any background documents that you have used or which are associated with the report being produced. (This is to satisfy the legal requirements that govern public access to local authority papers and the Freedom of Information Act.) You should not list acts of Parliament or any documents that give confidential information. Do not quote file references. Such files will be open to public scrutiny if asked.

“DELETE AS APPROPRIATE”

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Walsall Council

Civic Centre, Darwall Street, Walsall

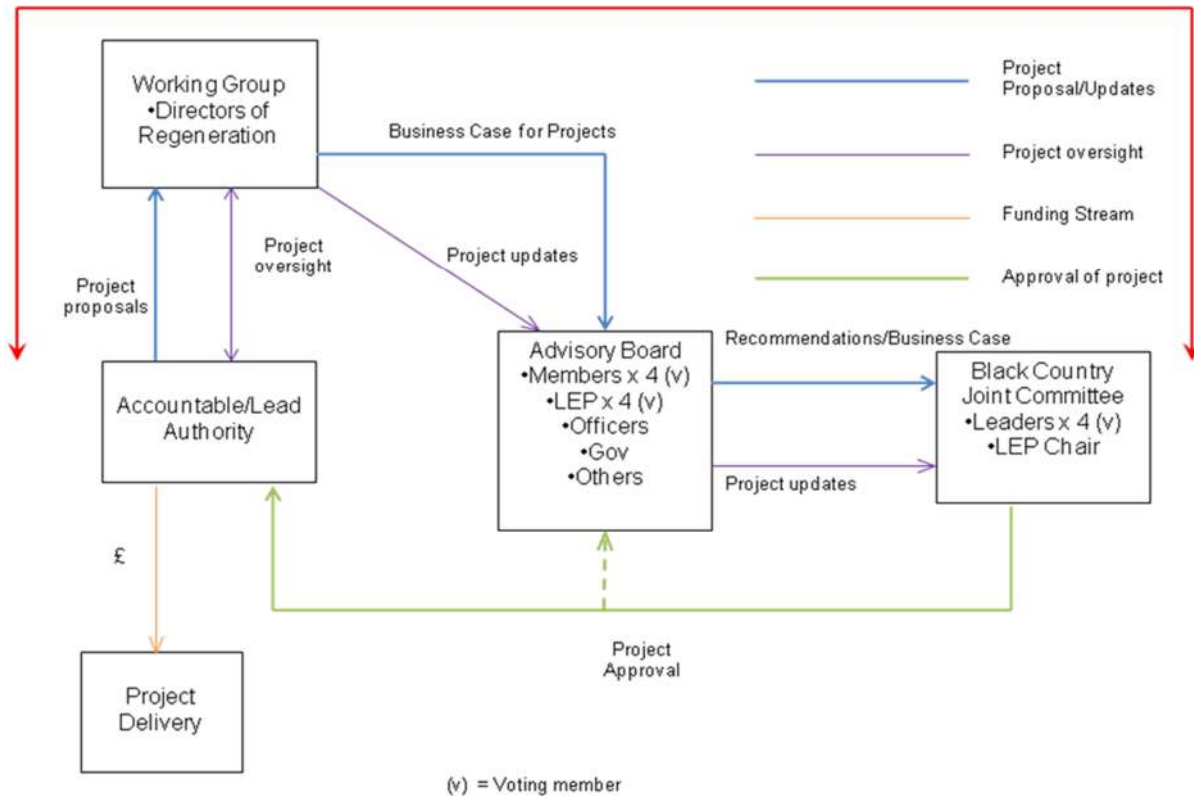
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SCHEDULE 5 Decision and oversight matrix

Black Country LEP Strategic Role



SIGNED by Councillor XXXX, Leader on behalf of
WALSALL METROPOLITAN BOROUGH COUNCIL

SIGNED by Councillor XXXX, Leader on behalf of
THE BOROUGH COUNCIL OF DUDLEY

SIGNED by Councillor XXXX, Leader on behalf of
THE BOROUGH COUNCIL OF SANDWELL

SIGNED by Councillor XXXX, Leader on behalf of
WOLVERHAMPTON CITY COUNCIL

SIGNED by Sarah Middleton, Chief Executive on behalf of
THE BLACK COUNTRY CONSORTIUM LIMITED

SIGNED by a duly authorised officer for and on behalf of
WALSALL METROPOLITAN BOROUGH COUNCIL

Authorised Signatory
Print Name

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Print Name

SIGNED by a duly authorised officer for and on behalf of
BLACK COUNTRY CONSORTIUM LIMITED

Authorised Signatory
Print Name

Monitoring and Assurance Framework - Programme

Introduction

The Monitoring and Assurance Framework sets out how the Single Accountable Body (SAB) team will monitor and assure programme compliance for the programme/project funds allocated to Walsall MBC as the SAB. This is to provide the BC LEP assurance that funds are being spent in line with the decisions that they have made and follow the BC LEP Assurance framework. In addition this will provide assurance to the Section 151 Officer that grant funding has been spent in line with the grant agreement and enable his submission of the annual compliance letter to the Department for Business, Energy & Industrial Strategy.

The Monitoring and Assurance Framework applies to all funding streams received by Walsall MBC as the SAB on behalf of the BC LEP.

The SAB team will regularly review visit requirements to ensure alignment with funding provider criteria and national recommended guidance.

The Monitoring and Assurance Framework at Programme level comprises of:

- Review of programme documentation on a continuous improvement basis
- Annual Assurance Audits of programme/project evidence
- Annual Internal Auditors checks that funds have been approved through the Assurance framework and are compliant with grant funding conditions

Overview of Assurance Audit

The purpose of the audit is to ensure programme requirements are being met both through pre-contracting and post-contracting activities. Project documentation is reviewed to ensure the project lifecycle is followed as identified in the Assurance Framework, including the required approval processes. The audit will be carried out annually on programmes/projects to ensure accountable body requirements are met.

Accountable Body Obligations- Record retention

Document retention timelines are required to be observed by the SAB in line with funder's minimum requirements. Where this is not stated then a minimum of 7 years after the programme/project closure. All related project information to be held in an accessible format during this period.

Evidence Documentation

Evidence is held in programme/project electronic and hard copy files. Key documents reviewed for audit evidence will be in line with each programme requirement.

Highlighting Issues and Reporting

The SAB team will notify any issues identified during relevant visits with the Project Manager. An audit dashboard will be produced annually and reported to the Black Country Heads of Regeneration Working Group. All material issues during each year will be reported to the Single Accountable Body Working Group and where applicable an agreed method of escalation to relevant parties/boards.

An assurance dashboard will be produced annually to be reported to the S151 officer and the Black Country Heads of Regeneration Working Group.

Version	Date	Created by	Approval & date	Protection	Page
3.0	08/01/2020	SAB	12/02/2020	Not Protectively Marked	Page 1 of 2

**Figure 1:
Programme Assurance Audit Framework**

The assurance audit will review:

1. A representative sample of projects against the programme lifecycle stages for live projects with signed grant agreements. This will be a minimum 20% of each of the 3 project types i.e. transport, site investigation/developments and other projects, to review:-

- Initial Proposal
- Full Business Case
- Due Diligence
- Project approvals
- Contract award
- Post Contract Delivery and Monitoring processes

2. Pre-contracting activities

To ensure funding recommendations to the BCJC for review by the Joint Committee Secretariat follow assurance framework approvals processes:-

- A representative sample of at least 3 meetings throughout the year of The Funds (to include decisions made by email) for 20% of project proposals taken to the meeting, to review
 - protocol for the meeting
 - subsequent decisions have been met, including implementation of any conditional requirements
 - required documentation prior to recommendation is in place (e.g. initial proposal etc.)
- Number of occasions where delegated authority exercised and amount against tolerance at programme and project levels (per financial year)
- Overview of project approval detail found in project evidence.

3. Post-contracting visit activities

100% of live projects across funding streams in relation to previous financial year

- Review of scheduling, process and delivery of programme/project visits
- Overview of project delivery and monitoring process
- Findings and summary of Audit Monitoring dashboard(s) data

Version	Date	Created by	Approval & date	Protection	Page
3.0	08/01/2020	SAB	12/02/2020	Not Protectively Marked	Page 2 of 2

Monitoring and Assurance Framework - Projects

Introduction

The Joint Committee Monitoring & Assurance Framework sets out how the Single Accountable Body (SAB) team will monitor and assure programme compliance and performance on behalf of the Single Accountable body (SAB). The SAB team will regularly review visit requirements to ensure alignment with best practice and funders requirements.

The Monitoring and Assurance Framework comprises of five types of visit:

- **Engagement Visit (EV) or Development Guidance (DG)**
- **Annual Monitoring Compliance and Audit Visit (MCAV)**
 - Full audit (grant and match funding, procurement, milestones and outputs)
 - Match, progress and output (match funding, milestones and outputs)
 - Progress and outputs (milestones and outputs)
- **Output Visit (OV) – undertaken in addition to MCAV where non-delivery of achieving the project outputs is assessed as being at risk.**
- **Match funding Visit (MFV) – undertaken in addition to MCAV where projects have not claimed match and intervention rates not achieved.**
- **Project Closure Visit (PCV)**

The content of these individual visits is detailed in the **Project Audit Visit Framework** (Figure 1. below). The frequency of the visit will be determined on a risk based criteria excluding the Monitoring and Compliance Visit (MCAV) which will be carried out annually to review the previous year's claim submissions. A MCAV may be combined with a Project Closure Visit (PVC). Where deemed appropriate, a MCAV will be carried out remotely via a desk check. If a project is of high risk or requires further support, additional informal visits will be undertaken.

Visit Overview

The purpose of these visit checks is to advise, support and ensure grantees are fulfilling their Grant Agreement obligations. Audit visits will involve sample based testing of financial and performance documentation in support of claim(s) and future profiles. The objective of the testing is to confirm that the project control systems provide adequate expenditure and output audit trails. Where not previously examined, a sample of the selected expenditure and procurement will be checked during the visit for completeness.

Grantee Obligations – record retention

Document retention timelines are required to be observed by the grantee in line with funding requirements. All related project information to be held in an accessible format during this period.

Expenditure and Outputs Verification

A monthly or quarterly claim has been developed ensuring that data is captured in line with Walsall Council's requirements. The claim will include:

- Expenditure / budget forecast
- Outputs achieved
- Outputs forecast
- Milestone reporting

Version	Date	Created by	Approval & date	Protection	Page
7.0	08/01/2020	SAB	v. 7 12/02/2020	Not Protectively Marked	Page 1 of 4

- Major and Fixed Assets Register information

The different visit types check that Grantees are appropriately maintaining source documentation and backing evidence in support of claims. Templates will be used to ensure that Partner project systems and procedures are comprehensively and consistently checked. The SAB team will test project systems and comment upon and make recommendations as necessary.

Evidence Documentation

All source documents (originals or certified copies) will be maintained by Grantees, with copies of relevant evidence submitted requests to support claims.

Key evidence to be held by Grantees will include:

1. Staff timesheets
2. Payroll information for relevant staff
3. Hourly rates calculations
4. Purchase orders, invoices, QS certificates, transaction processing documentation
5. Procurement/value for money documentation
6. Asset register (as applicable)
7. Evidence of defrayed expenditure where internally generated documents support transactions or where transaction processing documentation is not available.
8. Any other 3rd party evidential requirements needed to support expenditure

Highlighting Issues and Reporting

The SAB team will notify any issues identified during relevant visits with the Project Manager. An audit dashboard will be produced annually and reported to the Black County Heads of Regeneration Working Group. All material issues during each year will be reported to the Single Accountable Body Working Group and where applicable an agreed method of escalation to relevant parties/boards.

Where supporting evidence for financial or outputs claims is insufficient or not available at the time of the visit, a period of time will be given to allow the Grantee to collate and/or review evidence/documentation. If evidence is not satisfactorily provided within this timeframe it will be treated as an ineligible for inclusion within the programme and an adjustment made to remove this from the claim. Where the project is able to provide satisfactory evidence post removal from claim, the items can then be included in a later claim which will be verified during future visits.

Where a project outputs and match funding is materially behind original profiles, and where deemed necessary, additional output and match funding visits will be undertaken to assist the project re-profiling and agree project action plans.

An assurance dashboard will be produced annually to be reported to the S151 officer and the Black Country Heads of Regeneration Working Group.

Version	Date	Created by	Approval & date	Protection	Page
7.0	08/01/2020	SAB	v. 7 12/02/2020	Not Protectively Marked	Page 2 of 4

Figure 1: Project Visit Audit Framework

Engagement Visit (EV)

All projects are offered an engagement visit within 4 weeks of receipt of signed Grant Agreement, excluding Site Investigations or Development projects, and include:

1. Our role as Accountable Body
2. Project Contacts and Project Update
3. Project File and Document Retention
4. Future Data Sharing
5. Publicity and Branding
6. Completion of Claim
7. Financial evidence
 - a. Grant
 - b. Match
 - c. Asset Register
8. Output evidence and reporting requirements
9. Progress and milestones evidence/reporting
10. Future visits
 - a. Monitoring and compliance visit
 - b. Progress visit
 - c. Project closure visit
11. Issues/Risks/Queries

Development Guidance (DG)

Development Guidance is sent to Site Investigations and Development grantees, or where a project has declined the offer of EV, e.g. where they have previously received LGF funding.

The guidance includes information regarding

1. Document retention and Data Sharing
2. Financial Evidence
3. Milestone Evidence (project specific)
4. Future Visits
5. Recommended Documentation to be included in LGF Project file

Monitoring, Compliance and Audit Visit (MCAV)

1. Review of Project file including asset register where applicable.
2. Verification of claimed expenditure (minimum 20% sample)
 - a. Grant
 - i. Source documentation (invoices, payroll, etc.)
 - ii. Procurement/ best value
 - b. Match
 - i. Source documentation
3. Verification of milestones claimed, with evidence as agreed on EV or as set out in DG
4. Verification of claimed outputs (minimum 20% sample), with evidence as agreed on EV or as set out in DG
5. Contract variations
6. Issues/Risks/Queries

Version	Date	Created by	Approval & date	Protection	Page
7.0	08/01/2020	SAB	v. 7 12/02/2020	Not Protectively Marked	Page 3 of 4

7. Re-profiling

Output Visit (OV)

Carried out in addition to M&CAV where relevant.

1. Verification of claimed outputs (minimum 20% sample)
2. Agreed Action plan to resolve project non-delivery.

Match Funding Visit (MFV)

Carried out in addition to M&CAV where relevant.

1. Verification of claimed match funds (minimum 20% sample)
2. Agreed Action plan to resolve project non-delivery.

Project Closure Visit (PCV)

All projects where relevant (excluding development projects)

1. Project evidence
 - a. Grant Agreement
 - b. State aid compliance (ensure actual intervention has not affected solution as set out in original application)
 - c. Project variations/changes
 - d. Claims and supporting evidence
 - e. Outputs and supporting evidence
 - f. Asset Register
 - g. Document retention/storage
2. Issues/Risks/Queries

Version	Date	Created by	Approval & date	Protection	Page
7.0	08/01/2020	SAB	v. 7 12/02/2020	Not Protectively Marked	Page 4 of 4