

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

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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 greater than £150,000 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. If Growth Deal Grant requested is greater than £150,000, you are required to provide security to the Council. 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

DISTRIBUTION LIST

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 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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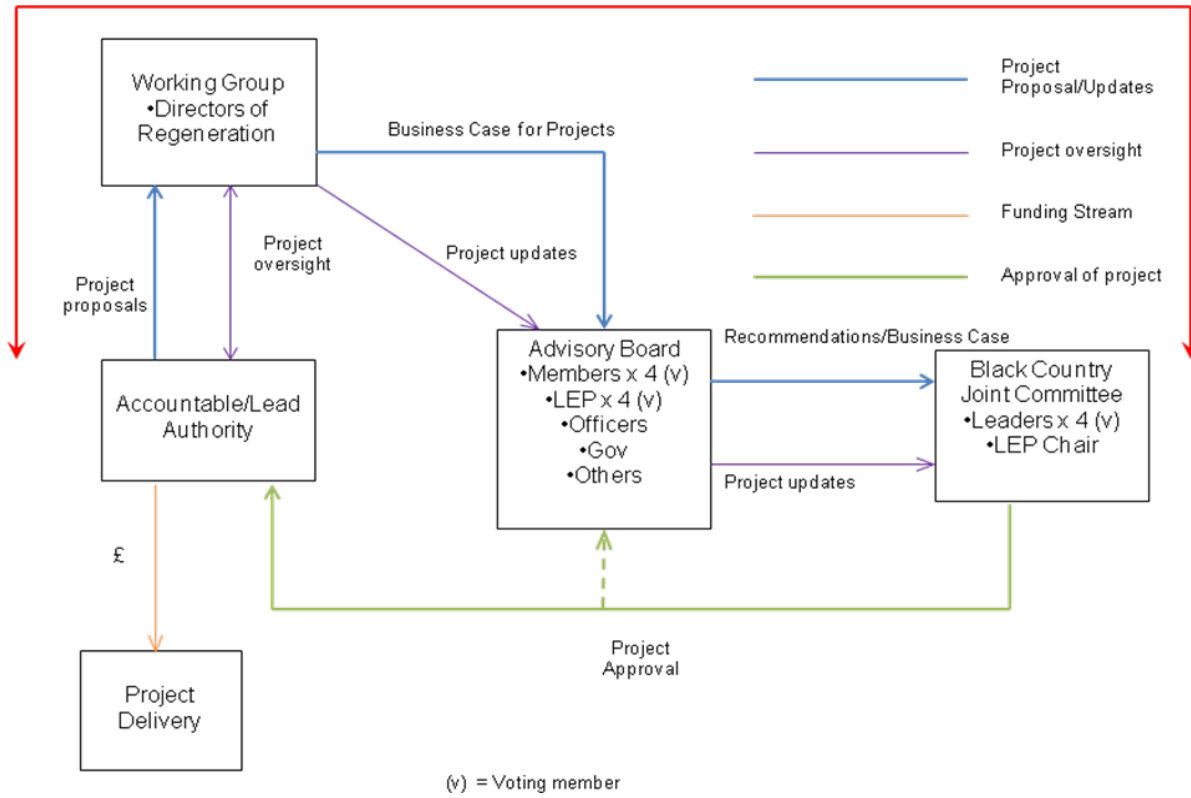
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SCHEDULE 5 Decision and oversight matrix

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
Print Name

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