Appendix 2 – Proposed Deed of Variation

DATED 201[x]

(1) WALSALL METROPOLITAN BOROUGH COUNCIL

and

(2) DUDLEY METROPOLITAN BOROUGH COUNCIL

and

(3) SANDWELL METROPOLITAN BOROUGH COUNCIL

and

(4) WOLVERHAMPTON CITY COUNCIL

and

(5) BLACK COUNTRY CONSORTIUM LIMITED

DEED OF VARIATION RELATING TO THE COLLABORATION AGREEMENT

In relation to the Black Country Executive
Joint Committee City Deal and Growth Deal
dated the 7 May 2014

Walsall Council

CONTENTS

Clause

1. TERMS DEFINED IN THIS DEED
2. VARIATION
3. GOVERNING LAW
4. JURISDICTION
5. THIRD PARTY RIGHTS

DATE 201[X]

PARTIES

(1) **WALSALL METROPOLITAN BOROUGH COUNCIL** of Civic Centre Darwall Street Walsall WS1 1TP ("**WMBC**"); and

(2) **DUDLEY METROPOLITAN BOROUGH COUNCIL** of The Council House, Priory Road, Dudley, West Midlands, DY1 1HF **("Dudley");** and

(3) **SANDWELL METROPOLITAN BOROUGH COUNCIL** of Freeth Street, PO Box 2374 Oldbury, B69 3DE **("Sandwell");** and

(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")**

BACKGROUND

(A) WMBC and Dudley, Sandwell, Wolverhampton and BCC **(the "Parties")** are parties to a Collaboration Agreement in relation to the Black Country Executive Joint Committee City Deal and Growth Deal dated 7 May 2014 for the collaboration, administration and the allocation by central Government of funding across the Black Country area which comprises the administrative boundaries of Walsall, Dudley, Sandwell and Wolverhampton known as "City Deal and "Growth Deal" (the "Deed").

(B) The Deed is to be amended in accordance with the content of the report approved by the Black Country Executive Joint Committee on the 7th September 2016 (the "Report") to incorporate the following:

(C) That the Joint Committee be delegated further powers from each Councils Cabinet to enable it to make decisions relating to funding applications into and funding received through or from the West Midlands Combined Authority, and the scope of the Deed is widened to include this by amending the current Annex A - Terms of Reference; Functions of Black Country Executive Joint Committee, as revised and included as **Attachment 1 to the Report.**

(D) That all references to the City Deal and Growth Deal throughout the Deed are amended to: City Deal, Growth Deal and Combined Authority...

(E) That the following description of the Combined Authority is added to section 1 (Definitions) part of the Deed as follows: **Combined Authority** means the West Midlands Combined Authority and its successors...

(F) The Parties wish to amend the Deed as set out in this deed with effect from the date of this deed (the "**Variation Date**").

IT IS AGREED:

1. TERMS DEFINED IN THIS DEED

In this deed:

1.1 Expressions defined in the Deed and used in this deed have the meaning set out in the Deed;

1.2 The rules of interpretation set out in the Deed apply to this deed;

1.3 Headings are for convenience only and shall not affect the construction of this deed.

2. VARIATION

2.1. This deed is supplemental to the Deed.

2.2 In consideration of the Parties entering into this deed, the Parties agree the amendments to the Deed's clauses/sub-clauses/appendices as detailed in [red?] in Schedule 1 to this deed with effect from the Variation Date.

2.3 The Parties further agree and declare that the terms of the Deed, except as varied by this deed, are confirmed as if they were set out in this deed in full and that such terms as so varied are for all purposes incorporated into this deed.

3. GOVERNING LAW

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

4. JURISDICTION

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

5. THIRD PARTY RIGHTS

A person who is not a party to this deed has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this deed and of the Deed, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

SCHEDULE 1

[INSERT THE AMENDED COLABORATION AGREEMENT]

This deed has been entered into on the date stated at the beginning of it.

THE COMMON SEAL of **WALSALL METROPOLITAN BOROUGH COUNCIL** was affixed to this deed which was delivered when dated in the presence of:

Authorised Signatory

THE COMMON SEAL of **DUDLEY METROPOLITAN BOROUGH COUNCIL** was affixed to this deed which was delivered when dated in the presence of:

Authorised Signatory

THE COMMON SEAL of **The BOROUGH COUNCIL of SANDWELL (also known as SANDWELL METROPOLITAN BOROUGH COUNCIL)** was affixed to this deed which was delivered when dated in the presence of:

Authorised Signatory

THE COMMON SEAL of **WOLVERHAMPTON CITY COUNCIL** was affixed to this deed which was delivered when dated in the presence of:

Authorised Signatory

[EXECUTED and)
DELIVERED as a deed by)
BLACK COUNTRY CONSORTIUM LIMITED)
acting by a Director)
in the presence of a witness:)]

[EXECUTED and **DELIVERED** as a deed by)
BLACK COUNTRY CONSORTIUM LIMITED)
acting by a Director)
and its Secretary/two Directors)

Director:
Print Name:

Director/Company Secretary:
Print Name:**]**