Appendix 6

Summary of Changes in the Collaboration Agreement

The overview of the changes made to the Collaboration Agreement reviewed by the four Black Country Authorities are as follows:

1. References to the Joint Committee Advisory Board removed from the Collaboration Agreement and its Schedules, and references to the HoR Working Group updated throughout Collaboration Agreement and its Schedules to reflect transferred responsibilities from the Joint Committee Advisory Board (Definitions, Clause 2 – Collaboration, Clause 4 - Project Approval, Clause 5 - Project Management , Clause 9 – Documentation, Clause 16- Publicity and Public Relations, Clause 18 - Priority of documents; removed Joint Committee Advisory Board Constitution, previously included as Schedule 1).

2. Clauses updated as follows:
    - Reference to four Councils are now replaced by Black Country Local Authorities;
    - Heads of Regeneration Working Group are now referred to as HoR Working Group;
    - Funding agreement between the Single Accountable Body and a Party of Collaboration Agreement defined as Grant Agreement (definition added);
    - Clause 2 (Collaboration) list of material variations (clause 2.8) are removed and instead referenced within the BC LEP Assurance Framework, Appendix 25; clause 2.10 with programmes list removed;
    - Clause 5 (Project Management) updated to reflect the Governance Principles for the Enterprise Zones;
    - Clause 15 (Variation) amended to remove the prescribed frequency requirement to vary the Collaboration Agreement;
    - Clause 23 on data protection – updated to reflect changes in Law post United Kingdom exit from European Union.

3. Schedules appended as follows:
    - SCHEDULE 1 - Constitution and Functions of the Heads of Regeneration Working Group (as agreed/adopted by the members of the HoR Working Group and appended to the BC LEP Assurance Framework, approved by BCJC on 23 June 2021);
    - SCHEDULE 2 - BC LEP Initial Proposal and Full Business Case Templates (as agreed by the BC LEP Board and appended to the BC LEP Assurance Framework, approved by BCJC on 23 June 2021);
    - SCHEDULE 3 - Black Country Executive Joint Committee (Constitution, Functions, Report template as agreed by BCJC on 23 June 2021);
    - SCHEDULE 4 - Decision and oversight Flow Chart (updated to reflect Joint Committee Advisory Board removal, approved by BCJC on 17 February 2021);

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- SCHEDULE 5 - Supplemental Deed - Governance Principles: Enterprise Zones (approved by BCJC on 9 December 2020), note this is currently undergoing a separate review with Parties to the agreement.

Appendix 6

DATE: 7 MAY 2014

(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, 12 February 2020, 9 December 2020 and [to be confirmed] 2021)

Walsall Council
Civic Centre
Darwall Street
Walsall, WS1 1T

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THIS AGREEMENT is made on the 7 of May 2014

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 COUNCILOF 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 Deal"), 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 3 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 Deal.

(D) The purpose of this Collaboration Agreement is to set out a framework for joint working between the Parties to enable delivery of the Deal.

(E) This Agreement has been varied by each of the four Black Country Local Authorities, following Black Country Joint Committee approvals as follows:

(i) 7 September 2016 to incorporate all funding opportunities administered by or resulting from the West Midlands Combined Authority.

(ii) 12 February 2020 to incorporate all current and future funding opportunities secured or operated by or through the Black Country Local Enterprise Partnership (BC LEP).

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(iii) 9 December 2020 via a Supplemental Deed of Variation to add the governance and processes in relation to the Black Country Enterprise Zones.

Appendix 6

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 Local Assurance Framework, which sets out how this is to be applied and adhered to by all Parties.

Authority means one of the four Black Country Local Authorities signatories to this Agreement, comprising of the Metropolitan Borough Councils of Dudley, Sandwell and Walsall and Wolverhampton City Council.

Business Case means the business case which sets out a Project proposal in the format as set out in Schedule 2 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.

Data Protection Legislation means the GDPR, the Data Protection Act 2018 and all relevant codes of practice and directives regarding the processing of confidential, personal and/or special category data.

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

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

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

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.

GDPR as means the General Data Protection Regulation, (Regulation (EU) 2016/679).

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

Grant Agreement means any Programme or Project funding agreement and related documents to be entered into between the Single Accountable Body and a Party of this Agreement.

HoR Working Group (Heads of Regeneration Working Group) means the body which comprises of the relevant Directors of each of the Authorities, the constitution for which is set out in Schedule 1.

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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 Executive Committee Terms of Reference and Constitution means the Terms and Reference and Constitution as set out in Schedule 3 which has been approved by the Executive of each Black Country Local Authority.

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 where known at the time of the Joint Committee decision it would have potentially influenced the Joint Committee to make 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 the individual programme within the Deal, 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.

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 Deal 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.

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1.2 In this Agreement:

1.2.1 The clause headings do not affect its interpretation,

1.2.2 Words in the singular shall include the plural and vice versa,

1.2.3 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,

1.2.4 References to any statute or statutory provision include references to:

1.2.5 All Acts of Parliament and all other legislation having legal effect in the United Kingdom,

1.2.6 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 statue,

1.2.7 A person includes a natural person, corporate or unincorporated body or organisation and their successors and permitted assigns,

1.2.8 Including means including, without limitation,

1.2.9 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 3.

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,

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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 the HoR Working Group, which shall carry out its role in accordance with its Constitution and Functions.

2.7 The planning, and overall management of the Programme, including initial appraisal of Project proposals shall be vested in the HoR Working Group. The Constitution and Functions of the HoR Working Group are set out in Schedule 1. Without prejudice to the generality of the foregoing, the matters set out in Schedule 1 shall only be agreed by the HoR 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 are outlined in the Black County Local Assurance Framework, Appendix 25.

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.

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 Assurance Framework. As the Government amends or places additional duties or responsibilities, these will be reflected in the Local Assurance Framework and must be adhered to by all parties to this Agreement.

4.4 Project proposals and Business cases will be submitted in accordance with the Black Country Local Assurance Framework as part of the decision making process and governance arrangements.

4.5 Each Project will have a designated (Sponsoring) Senior Project Officer and a proposed Lead Authority for preparing and for approval and submission of the Business Case to the Joint Committee. HoR Working Group will ensure that the Programme and all projects recommendations are reviewed and approved by their own Council's Portfolio Holders for Regeneration and that the projects recommendations within their geographical area are reviewed and approved via consultation process by relevant officers (including legal and finance) in their respective authorities.

4.6 Where agreement of the HoR Working Group is given for the submission of Business Case in a form of a project report to the Joint Committee, BCC shall present the Business Case to the Joint Committee for approval. This will be in the format agreed by the Joint Committee and where required presentation of the report shall be supported by the relevant Head of Regeneration/Senior Responsible Officer from the Local Authority. For the avoidance of doubt, the final decision on the status of any Project is at the point of Project approval by the Joint Committee.

4.7 The above stages enable the appropriate approval bodies to approve or reject a project to move to the next stage in the lifecycle. All projects within the cycle will move through the same Project Lifecycle and Stage Gates as outlined in the Black Country Local Assurance Framework, 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 HoR Working Group 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.

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5.3 The Parties set up a HoR Working Group in accordance with Schedule 1 and the role of the HoR Working Group is as set out in Schedule 1. Notwithstanding, anything contained within this Agreement and the Schedules, the Parties role at the HoR Working Group will be to have overall operational responsibility for the implementation of the Programme and all of its elements.

5.4 The Governance Principles for the Enterprise Zones, Schedule 5, sets out the principles and a framework for managing and monitoring the Black Country Enterprise Zone Programme, including: the process for the collection, distribution and monitoring of the business rates and business rates surpluses; collaborative working between the Local Authorities, including joint working on the Financial Model and roles and responsibilities; prioritisation of costs to be funded from business rates; and principles of borrowing and payback.

5.5 Unless agreed otherwise with central Government and subject to at all times compliance with UK 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 and/or the HoR 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 HoR Working Group meetings, their agenda, minuting decisions, and will be responsible for providing written updates to HoR Working Group and Joint Committee on the progress of specific Programme tasks and Projects as appropriate.

5.8 The Parties agree that they shall ensure officers attend Programme/ Project meetings, as appropriate, as set out in the Black Country Local Assurance Framework to enable management of the Programme, projects and the Deal 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.

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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 Grant 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 Grant 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 grant 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 Grant Agreement with the Single Accountable Body, or

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(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 Grant 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 grant 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 grant 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 grant 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.

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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

The HoR Working Group will produce the initial drafts of the standard documentation for the Programme for approval by the Joint Committee, and will ensure that the Programme and all projects recommendations are reviewed and approved by their own Council's Portfolio Holders for Regeneration and that the projects recommendations within their geographical area are reviewed and approved via consultation process by relevant specialist officers (including finance and legal) in their respective authorities.

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,

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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

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.

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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(s) objective and outputs within the Deal.

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 Deal within their administrative area and/or the Programme and or the Deal 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 indemnity 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

The Joint Committee shall from time to time review the operation of this Agreement and implementation of the Programme(s) and or the Deal. The Joint Committee shall make proposals to the Parties for any changes which seem to the Joint Committee to be reasonable and appropriate in the circumstances which shall be dealt with be a Deed of Variation appended to this Agreement.

16. Publicity and Public Relations

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 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 Functions of the HoR Working Group.

19. Complaints

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

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.

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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. Data Protection Legislation

With respect to the parties' rights and obligations under this Agreement, the Parties agree to each comply with the obligations imposed on them by the Data Protection Legislation and to ensure that Personal Data (as defined in the Data Protection Legislation) 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 Data Protection Legislation.

24. Equality Act 2010

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 Deal 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.

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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.

Appendix 6

SCHEDULE 1 Constitution and Functions of the Heads of Regeneration Working Group

The Black Country Heads of Regeneration Working Group (HoR Working Group) will oversee the delivery of the programme making key recommendations to the Black Country Executive Joint Committee (BCJC)

CONSTITUTION

1. The HoR Working Group shall comprise of:

Decision making (voting) membership:

- 4 Relevant Directors[1] (or their nominated proxy).

Adviser/support membership (none decisions making members):

- Joint Committee Programme Manager;
- BC Transport Director;
- Single Accountable Body Officers;
- BCC Ltd Officers;
- BC LEP representatives;
- Regeneration Managers;
- Other officers as appropriate.

2. The HoR Working Group shall at its Annual Meeting (AGM, 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 HoR 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 a 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.

[1] Directors of Regeneration, Environment/Housing (CWC); Director of Regeneration & Enterprise (DMBC); (Interim) Director Regeneration and Growth (SMBC); Executive Director Economy, Environment and Communities (WMBC).

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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 HoR Working Group shall meet as agreed at AGM and set the forthcoming year's timetable of meetings.

7. A meeting of the HoR 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 may be convened at any time by the Chair, upon 5 working days of notice to all members of the Group.

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 HoR 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 HoR Working Group.

10. The HoR 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. Preparing the agenda and submitting reports prepared by the Black Country Consortium Ltd Programme Management Office (BCC Ltd PMO) either of the Black Country Local Authorities' or other bodies to the Group and minutes of the meetings.

    ii. Arrangements for recommendations from the Group, including supporting reports and Consultation Sheets, to the BCJC.

12. Members of the HoR Working Group or sub- Groups that are representatives appointed by a Black Country Local Authority must comply with their own Council's Code of Conduct.

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13. Members of the HoR 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,

        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 Local Authorities.

    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 Black Country 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 HoR Working Group and or any specific scheme, Project or funding stream.

15. The HoR may invite external visitors to attend meetings; this can be for an 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.

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FUNCTIONS

Functions of the Heads of Regeneration Working Group:

1. To manage the Programme(s) on an operational basis.

2. To manage promotion of the Programme(s).

3. To lead the Consultation on the funding proposals and projects recommendations with their own Council's Portfolio Holder for Regeneration.

4. 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 with the LEPs. Ensuring that business views are taken on board and that LEP growth plans are reflected in strategic priorities.

5. 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. Considering and agreeing recommendations made by BC LEP;

    e. Recommending Lead and/or Single Accountable Body status for a body or organisation;

    f. Referring final recommendations from the HoR Working Group as to items a) to e) above to the BCJC for formal approval.

6. To agree the timeline for delivery of the implementation of the Programme(s), monitor progress and ensure that the key milestones are achieved.

7. Review and approval of reports with supporting Project Business Cases/Initial Proposals as necessary and provide recommendations to the BCJC in the form of a report.

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8. To devise, oversee, manage and monitor the Programme(s) 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/ WMCA grant terms.

9. To identify and manage risk for the Programme(s) and individual Projects.

10. To ensure appropriate financial management is in place and complies with any government grant terms, EU (Withdrawal) Act 2018 and UK law, and accounting good practice.

11. To receive from Lead Authorities as appropriate 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 on the progress of the specific Projects as necessary.

12. To advise the BCJC 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.

13. Executive Directors will ensure that the Project Register on Verto is undertaken by officers, in their respective authorities, 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.

14. 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.

15. Executive Directors will ensure that the programme(s) and all projects recommendations are reviewed and approved by their own Council's Portfolio Holders for Regeneration via consultation process and ensure that any concerns, feedback or queries are raised and if possible resolved at the HoR Working Group meeting.

16. Executive Directors will ensure that the projects recommendations within their geographical area are reviewed and approved via consultation process by relevant officers (including legal and finance) in their respective authorities.

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Appendix 6

SCHEDULE 2 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

Project Name:				
1. Applicant Details:				
Applicant/Lead contact:		**Position:**		
Applicant/Lead Organisation:				
Phone number:		**Email address:**		
Postal Address:				
Registration No:				
Project Sponsor:				
Project SRO / SSRO (Senior Responsible Officer)				
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?

Explain the strategic ambition and how this bid will support delivery of that ambition. What are the key drivers for investment?

3. Please highlight which of the SEP Growth Objective/s the project will contribute to:

1. New Jobs
2. New Homes
3. Land Remediated
4. Commercial Floorspace

4. Please highlight which SEP theme(s) and strategic programme(s) the project will contribute to:

Place Theme: ***People Theme:*** ***Competitiveness Theme:***

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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. 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	Direct / Indirect	2020/21	2021/22	2022/23	2023+	Total
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. metre**						
Length of newly built roads	**Km**						
Length of resurfaced roads	**Km**						
Length of new cycle ways	**Km**						
Other (please specify)							

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7. 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	

8. 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

9. Expected TOTAL Project Costs & Source of Funding
*(Please insert **full** figures only, rounded to the nearest £)*

	% of Total Cost	2020/21	2021/22	2023+	Total
Total Project Cost					
Applicant Own Funds					
Other Public Funds *specify*					
Private Sector Funds *specify*					
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 a loan. (Less than 100 words)

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10. What will LEP Funding be spent on?
(Please provide a detailed cost breakdown)

Project Costs	2020/21	2021/22	2023+	Total
Example: Construction Costs				

11. What are the main issues 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 Subsidy Control Regulations without contravening the Subsidy Control Legislation

All applicants need to take steps to satisfy themselves that any BC LEP funding approved does not amount to unlawful Subsidy Aid. Further confirmation to this effect will be requested at the Full Business Case Stage. A declaration of compliance with UK Subsidy Control Regulations will be required prior to any BC LEP funding being provided. If your project is awarded funds from the BC LEP it will be subject to a condition requiring the repayment of any BC LEP funding in the event that the funding constitutes unlawful Subsidy.

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

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15. Submission Checklist

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

- Site Plan
- Title Certificate
- Key Milestones
- Project Team
- Measures of Success
- 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 (BC LEP Accountable Body)
- Small Amounts of Financial Assistance Declaration (applicable for grants approx. £350,000)

16. Proposer Declaration

I confirm that I am authorised by my organisation to make applicants 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 BC LEP conditions of Grant (Grant Agreement) and that I/we understand that our/my application will need to provide security to the Council, suggested security would be:

- A Charge over Land or Property
- Restriction on the registered title and possible a deed of covenant
- A charge over Bank Account
- Parent Company Guarantee / Underwriting agreement
- 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 during 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 require by the Accountable Body.

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

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

Data Protection *– Any Personal Data collected will be processed in accordance with our Privacy Policy available at www.blackcountryconsortium.com or provided on request.*

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	
Date	

Delivering the Black Country Strategic Economic Plan

Black Country *LEP*

Full Business Case (for Projects requesting Black Country LEP funding)

Project Name:	***[Insert project name here]***		
1. Applicant Details:			
Project Sponsor:	(name and title)		
Lead organisation:			
Registration No:			
Lead contact:		**Position:**	
Phone number:		**Email address:**	
Postal address:			
Project SRO / SSRO			

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(Senior Officer Responsible)				
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				

What opportunity or barrier will this investment unlock?

(*Provide the overall project information conveying what the project will do, highlighting the key drivers for investment)*

Please indicate which of the SEP Growth Objective/s the project will contribute to:

5. New Jobs
6. New Homes
7. Land Remediated
8. Commercial Floorspace

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		

How will this project unlock the specified SEP Growth Objectives?

(The bidder is required to 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)

Expected TOTAL Project Cost & Source of Funding

	% of Total Cost	2020/21 £m	2021/22 £m	2022/23 £m	2023/24 £m	2024+ £m
Total Project Cost						
Applicants own funds	**%**					

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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)						

What will LEP funding be spent on?

For the BCLEP element of the funding only, please specify the projected costs using summary spend areas. What will the grant be spent on?

Projects costs	% of Total Cost	2020/21 £m	2021/22 £m	2022/23 £m	2023/24 £m	2024+ £m

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	2020/21	2021/22	2022/23	2023/24	2024+
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.**					

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Place – Houses Started	**Units**					
Place – Houses Completed	**Units**					
Place – Land Remediated	**Hectares**					
Place – New Employment floor space [Specify Use Class]	**Sq. metre**					
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.

Example 1: The scope of the project is to purchase and install capital machinery for the training of apprentices and the up-skilling of existing employees. The Apprentices delivered are a direct output of the project.

Example 2: The scope of the project is remediation works to facilitate future development of the site to deliver 'x'sqm of office space. The creation of jobs connected to the delivery of office space are indirect outputs)

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	

9. For Learners Assists/Apprenticeships please specify the course offering and the level of learning supported.
(For Apprenticeships specify framework duration in years)

Course Details	Level of Learning Supported

10. Main Issue (s) likely to derail the Project
(These are the fundamental issues, raised as highest priority on the project Issue register that would prevent the project from delivering its objectives and intended outputs/outcomes)

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Issues	Means of Resolution

11. What are the main risks the Project will need to manage?
(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)

Risks	Means of Managing

12. Please indicate how your project complies with Subsidy Control Regulations without contravening the Subsidy Control Legislation

(All applicants need to take steps to satisfy themselves that any BC LEP funding approved does not amount to unlawful Subsidy Aid. Further confirmation to this effect will be requested at the Full Business Case Stage. A declaration of compliance with UK Subsidy Control Regulations will be required prior to any BC LEP funding being provided. If your project is awarded funds from the BC LEP it will be subject to a condition requiring the repayment of any BC LEP funding in the event that the funding constitutes unlawful Subsidy Aid.)

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

14. Submission Checklist

(See Appendix J7 – Stage 1 Due Diligence Checklist)

Introduction to the Project

Section A: Introduction to the Project
Project Description: (50 words max) *(Short statement about what the project is targeting to achieve)*
Project Need & Additionally: *(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.*

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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)

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	Appendices ➢ 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 Technical Due Diligence Checklist (applicable to land/property bids) ➢ Stage 2 Financial Due Diligence Checklist ➢ Small Amounts of Financial Assistance Declaration (applicable for grants approx. £350,000)

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)

Appendix 6

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/optimise 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)

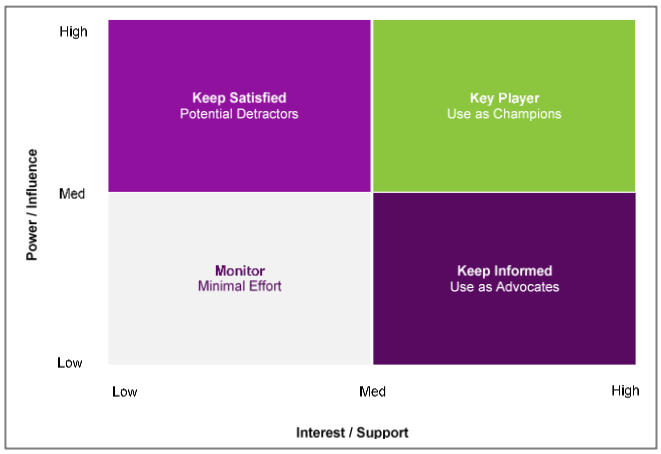
(Include a Stakeholder Map if you have one)

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 each type of Stakeholder based on their level of interest to the project and their influence on the success or otherwise of the Project

Appendix 6

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)

Appendix 6

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)

Appendix 6

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 BC LEP 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. Will your Procurement follow the 'Find a Tender' (FTS) process?
https://www.find-tender.service.gov.uk/Search
(Please provide clear statement on the procurement process followed for this project)

41. 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)*

Appendix 6

42. 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)

43. 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*
- *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)

44. 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.*
- *Specify the likely sectional costs/agreements (e.g. s106, s278, CIL etc.)*

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

45. Outline the anticipated cost and funding profile:

	Capital/ Revenue	*2020/21*	*2021/22*	*2022/23*	*2023/24*	*2024/25*	*2025+*	*TOTAL*
		£m	*£m*	*£m*	*£m*	*£m*	*£m*	*£m*
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*

Appendix 6

46. 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.
Specify any other lenders involved and please provide details of agreed terms and security required)

47. 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?

48. 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):	***2020/21***	***2021/22***	***2022/23***	***2023/24***	***2024/25***	***2025/26***	***Total***
	£m	**£m**	**£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).*

49. 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)

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)

50. **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).

Appendix 6

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 is 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

51. 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	*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.*
	Project Manager	*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.*
	Contractor	*Prepare detailed engineering design in accordance with project specification*
	Suppliers/Vendors	*Facilitate project execution by supplying materials. Equipment and personnel*
	Etc…	

Section G: Key Stakeholder engagement strategy

52. 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*

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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?*

53. Issues log:

Please attach all your full Issue register as an Appendix.

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

Section G: Risk Management Plan

54. Risks Register:

Please attach your full risk register as an Appendix.

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

Section G: Quality Assurance

55. 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

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

Section G: Freedom of Information

Appendix 6

57. 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: Subsidy Control Requirements

All applicants need to take steps to satisfy themselves that any BCLEP funding approved does not amount to unlawful Subsidy Aid. A declaration of compliance with UK Subsidy Control 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 that the funding constitutes unlawful Subsidy Aid.

58. Please confirm your acceptance to this condition:	*Yes*	*No*

H. Recommendation / Conclusion

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

I. Security Against Grant

60. *Each bidder is asked to confirm in their Initial Proposal that they understand the requirements for security against any BC LEP Grant. Please confirm what form of security against the Grant you propose to offer the Council, if required.*
Examples include a legal charge over land or assets, a charge over bank account, a Performance Bond, money held in escrow or personal guarantees. Please include details of the nature of the security, when the security will be in place, any existing charges or other encumbrances over the security, and who will put in place the security if not you, the Grantee.
Please note that the Council will not be able to accept a second legal charge. Further information about the Council's security requirements, as confirmed at the Initial proposal stage.

61. 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 BC LEP conditions of Grant (Grant Agreement) and that I/we understand that our/my application 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.

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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 Single Accountable Body's Monitoring, Compliance and Audit Framework and understand our obligation to provide the record-keeping and monitoring information required by the Single Accountable Body

I confirm that I/we understand my/our obligations to procure services and goods in line with UK Procurement Rules. I confirm that I/we have checked/been advised and are able to accept this grant without being in contravention of Subsidy Control rules.

Data Protection *– Any Personal Data collected will be processed in accordance with our Privacy Policy available at www.blackcountryconsortium.co.uk or provided on request*

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

Signed:	
Name:	
Position:	
Date:	

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 Technical Due Diligence Checklist (applicable to land/property bids)
J8: Single Accountable Body Stage 2 Financial Due Diligence Checklist
J9: Subsidy Control Declaration (applicable for grant award approx. £350,000)

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		

Appendix 6

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 3 Black Country Executive Joint Committee

CONSTITUTION

26 March 2014
(Updated June 2021)

1. Dudley MBC, Sandwell MBC, Walsall MBC and Wolverhampton City Council established an Executive Joint Committee known as the Black Country Executive Joint Committee (BCJC) for the purpose of discharging the functions mentioned in **Annex A**. The BCJC 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 BCJC.

2. (i) The BCJC 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 BCJC 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 BCJC.

(ii) Each Council may appoint members of its Executive as substitute for the voting members appointed under (i) above to attend meetings of the BCJC and its sub-committees in the absence for any reason of the voting members or observer members. 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.

Appendix 6

(iii) The Chairman of the Black Country Local Enterprise Partnership shall be an ex officio member of the BCJC on matters relating to City Deal, Growth Deal, Combined Authority and the funds secured by the Black Country Local Enterprise Partnership. Ex officio members may speak at meetings of the BCJC but not vote.

(iv) The Head of the Programme Management Office at the Black Country Consortium Ltd will be responsible for writing reports to the BCJC from the Heads of Regeneration Working Group 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**. The Head of the Programme Management Office at the Black Country Consortium Ltd, supported by the relevant Head of Regeneration/Senior Responsible Officer from the Local Authority, will present all of the reports regarding funding at meetings of the BCJC on matters relating to City Deal, Growth Deal, Combined Authority and the funds secured by the Black Country Local Enterprise Partnership.

(v) The BCJC 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 BCJC 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 BCJC 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 BCJC.

(vii) The BCJC shall meet as agreed at its AGM. However a meeting of the BCJC may be convened at any time by the Secretary in consultation with the Chair for the meeting. A meeting of the BCJC must also be convened by the Chair within 28 days of the receipt of a requisition of any two voting members of the BCJC 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 BCJC shall from time to time make such standing orders for the carrying on of the business of the BCJC as the BCJC 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 BCJC (as could a Cabinet) can delegate authority, but the law restricts that delegation only to officers of the Black Country Local Authorities not any other persons. **Annex C** lists delegations to officers.

4. The BCJC shall from time to time appoint such sub-committees and Advisory Boards to consider and deal with any of the functions of the BCJC as may be thought desirable.

5. The BCJC Secretary and such other officers as may be deemed necessary for the due conduct of the business of the BCJC shall be Walsall Metropolitan Borough Council.

6. Meetings of the BCJC shall be held at the date, time and place agreed at the AGM and published by the Secretary of the BCJC following the AGM unless otherwise directed by the BCJC.

Appendix 6

7. The Secretary shall be responsible for collating, preparing and publishing (in accordance with Access to Information requirements) the Forward Plan, the Agenda, reports, decision notices and minutes as appropriate.

8. That the relevant Standing Orders for BCJC are those of Walsall Metropolitan Borough Council.

Annex A

Terms of Reference

FUNCTIONS OF BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

1. To receive reports from from the Heads of Regeneration Working Group and any Sub Committee of the Black Country Executive Joint Committee (BCJC) or Advisory Board of the BCJC.

2. At any time review and agree proposed changes to the Functions of the BCJC, and seek approval of the same from the four Council Executives of the Black Country Local Authorities.

3. To agree and approve any proposed governance and or reporting structure that the BCJC sees fit.

4. In relation to the City Deal, Growth Deal, Combined Authority and funds secured by the Black Country Local Enterprise Partnership:

    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 City Deal, Growth Deal, Combined Authority matters and in relation to the funds secured by the Black Country Local Enterprise Partnership;

        b. Agreeing allocation of spending;

        c. Agreeing major priorities;

        d. Consider and agree recommendations made by the Heads of Regeneration Working Group and any Sub Committee of the or Advisory Board of the BCJC;

        e. Refer recommendations received back from the Heads of Regeneration Working Group any Sub Committee or Advisory Board of the BCJC 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 or Advisory Board of the BCJC 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 BCJC's overall function as set out above;

    4.6 To ensure alignment between decision making on City Deal, Growth Deal, Combined Authority and funds secured by the Black Country Local Enterprise Partnership 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 Black Country Local Enterprise Partnership ensuring that business views are taken on board and that Black Country Local Enterprise Partnership 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 HEADS OF REGENERATION WORKING GROUP

(OR COUNCIL)

TO

BLACK COUNTRY EXECUTIVE JOINT COMMITTEE

ON

(DAY, MONTH, YEAR)

(INSERT TITLE OF REPORT)
CAPITAL FUNDING, DEVELOPMENT FUNDING, SITE INVESTIGATION (please delete project types not appropriate)

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 Heads of Regeneration Working Group 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. Value of grant to be approved should be included in the recommendation.

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 recommendation you wish the Joint Committee 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. It looks like there should be others.

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 recommendation to be made by the Heads of Regeneration Working Group.

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. BENEFITS COST RATIO (VALUE FOR MONEY)

4.1 Benefit-Cost Ratios (BCRs) are utilised in capital budgeting to analyse the overall value for money of undertaking a new project. It is an indicator showing the relationship between the relative costs and benefits of a proposed project, expressed in monetary or qualitative terms. For the purposes of BC LEP funding, the Economic Intelligence Unit has developed the formula, deployed by the Programme Management Office, to identify the BCR for a project requiring public sector funding. The threshold for any project that has been assessed is 1.5 and would be considered 'good value for money' should this threshold be exceeded. The BCR calculation however does not take into consideration the Strategic fit and proposition of a project.

4.2 Please state individual project BCR and provide further explanation why the project is put forward for consideration if the project ration is under 1.5.

5. FINANCIAL IMPLICATIONS

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

5.2 Please state match funding and intervention rate of LGF.

6. LEGAL IMPLICATIONS

6.1 The appropriate grant agreement[s] [is/are *or* will be put] in place, which will include all necessary conditions passed onto the LEP by Government, together with all terms, conditions, performance measures and sanctions as required by the approvals/conditions received from Government or approved by the LEP Board or the Joint Committee.

6.2 Please see paragraph 6.1 for suggested wording to include. You must consult 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.

7. RISK MANAGEMENT

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

7.2 For Site Investigation and Development funding, insert a paragraph covering the risk that this will not result in a capital asset. State when the full business case is expected to be approved, where the funding will come from and the risk of the business case not being approved (i.e. likelihood etc.).

8. EQUALITY IMPLICATIONS

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

9. CONSULTATION

9.1 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”.

9.2 There is an expectation that wherever possible, Ward Councillors should be consulted and involved in matters affecting their Ward.

9.3 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.

9.4 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 before the Heads of Regeneration Working Group and Joint Committee 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.

Attachments

I. List any attachments that will accompany the report, if no attachments are required, state 'None'

"DELETE AS APPROPRIATE"

Report Author **SRO (all projects)**

SSRO (if SRO non-LA, then requires LA SSRO)

Contact Officer

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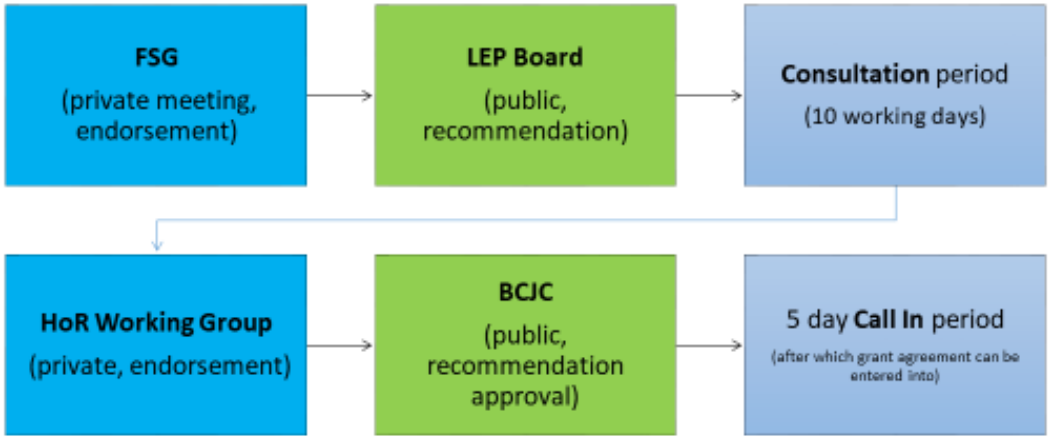
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SCHEDULE 4 Decision and oversight Flow Chart



SCHEDULE 5 Supplemental Deed - Governance Principles: Enterprise Zones

[on-going separate review]