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Meeting & Date:	Joint Strategic Economic Committee – Thursday, 13 April 2017		
Subject:	SWLEP Governance Framework		
Attachments:	Final draft SWLEP Governance Framework 090317 Quick Guide 210217 Table of changes 280217		
Author:	Debby Skellern	Total no of sheets:	Total: 55 pages: Cover sheet – 3 pages Governance Framework -44 pages Quick Guide - 4 pages Table of changes - 4 pages

Papers are provided for:	Approval <input checked="" type="checkbox"/>	Discussion <input type="checkbox"/>	Information <input type="checkbox"/>
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Summary & Recommendation:

Summary

The Governance Framework sets out the policies and procedures which the SWLEP has in place to guide the way the Board and its staff operate. The Governance Framework has been updated to reflect changes to existing policies and the inclusion of new policies which have been drawn up since 2015. It comprises nine sections which will be published as separate documents on the SWLEP website:

- | | |
|------------------------------------|------------------------------|
| A Role and governance principles | F Assurance framework |
| B Board constitution | G Accountable body agreement |
| C Conflict of interest policy | H Code of conduct |
| D Scheme of delegation | I Transparency code |
| E Finance and commissioning policy | |

Section F of the Governance Framework is the SWLEP Assurance Framework. The latter was approved as a standalone document by the SWLEP Board at its January 2017 meeting and is not submitted again as part of this pack of papers.

The Governance Framework has been reviewed and revised by the Officer Working Group and has been signed off by the Section 151 Officers at Swindon Borough Council and Wiltshire Council. The Legal Services teams at both local authorities have also advised on its revision. This final amended draft of the Governance Framework has also been discussed at the SWLEP Commissioning Group on 8 March 2017 and at the SWLEP Board meeting on 22 March 2017.

In addition, a brief guide to the Governance Framework has been written for use by Board Members and the public and will be posted on the SWLEP website once the Governance Framework has been approved.

SWLEP Board meeting 22 March 2017

At the SWLEP Board meeting, three queries were raised with respect to the Governance Framework. These were:

- 1) instances when there would be vacant positions on the Board resulting in private sector membership falling below 70% whilst recruitment was undertaken and whether the Board would be in breach of the Governance Framework.

The view at the meeting was that there might be instances when vacancies on the Board meant that private sector membership fell temporarily below 70%. As long as the Board was quorate when it met and took decisions, this would not be an issue.

2. the Conflict of Interest Policy and whether Board members should be excluded from taking part in discussions as well as not being able to vote as set out in Section C paragraph 6 of the Governance Framework: *'A Board member shall not vote or participate in discussions on any matter which relates directly to an organisation or project in respect of which the Board member has a Relevant Interests, or where the matter may have a particular impact on such an organisation or project.'*

The Board asked that the advice of the Legal Team be sought again on this issue. A response is awaited.

3. the declaration of acceptance of appointment to the SWLEP Board and how this would be countersigned by the Proper Officer of the SWLEP.

The Proper Officer of the SWLEP would be asked to attend a Board session and witness any signatures required.

Once a response from the Legal Advice has been submitted regarding query 2 above, the Board agreed to review the advice and vote on the adoption of the Governance Framework by email rather than waiting until the May 2017 Board meeting.

Recommendations

The JSEC is asked to:

- 1. Note that the advice of the Legal Team has been sought regarding the Conflict of Interest Policy paragraph 6 and a response is awaited.**
- 2. To endorse the decision of the Board.**
- 3. Note the Quick Guide to the Governance Framework document for use by Board Members and for posting on the SWLEP website.**

Quick Guide: revised SWLEP Governance Framework

March 2017

What is the Governance Framework and why does the SWLEP need one?

The Governance Framework is a collection of policies and documents which sets out the processes and structures within which the SWLEP Board, its Subgroups, working groups and staff operate so it is clear to everyone: what the purpose of the SWLEP is; which organisations can sit on its Board; and how it works, makes decisions and awards funding in an open and transparent way. The Governance Framework comprises the following sections:

- | | |
|------------------------------------|------------------------------|
| A Role and governance principles | F Assurance framework |
| B Board constitution | G Accountable body agreement |
| C Conflict of interest policy | H Code of conduct |
| D Scheme of delegation | I Transparency code |
| E Finance and commissioning policy | |

A. Role and governance principles

This section sets out what the role of the SWLEP is in terms of delivering economic growth and job creation; its strategic objectives and the lists the range of activities it will undertake from strategy development and research and analysis through to securing and administering grant funding.

The SWLEP's governance principles are that it:

1. operates in accordance with its role and the SWLEP Assurance Framework (Section F).
2. pursues activities which add value, and in particular activities which do not unnecessarily duplicate the work of the members of the partnership or the roles of other organisations with similar aims.
3. effectively identifies, and appropriately represents the views and needs of business in the SWLEP area.
4. effectively identifies and appropriately takes into account the views of other stakeholders (Section B, paragraph 2b).
5. makes effective use of the resources available to it and accounts appropriately for that use as set out in the SWLEP Accountable Body Agreement (Section H); and
6. is accountable for its performance.

B. Board Constitution

This section sets out the roles and responsibilities of the SWLEP Board; its Chair; the Secretariat, which is the human resource working on behalf of the SWLEP and is drawn from a number of organisations; and the relationship between the SWLEP Director and the SWLEP Chair. The Board has a minimum of 14 and a maximum of 20 Members and is constituted to ensure that it is business led with its Chair and at least 70% of all Members representing the business community. Board members are appointed for 3 years, which can be extended, although the leaders of the two unitary authorities, the Commander of the Military HQ South West and the Education Sector representative are permanent members.

The constitution sets out: how often the Board meets and the notice given for dates and the publication of papers; who can vote and attend the meetings; and how decisions are made and actions delegated. The Board makes decisions on the basis of consensus but if it finds it cannot do so, it will take a vote. Wiltshire Council acts as the SWLEP's accountable body and its role and responsibilities are set out in Section H.

C. Conflicts of interest

This policy covers a range of items including the need for a register of interests for Board Members and the frequency in which this register will be updated. For example if a Board Member has 'relevant interests' in a project or organisation to be discussed at a Board Meeting, they are not allowed to vote or participate in the discussion. Board Members need to declare any interests they have on agenda items to be discussed at each meeting.

The appendix to the conflicts of interest policy sets out a 'declaration of acceptance of appointment' form which Board Members will be required to sign from April 2017.

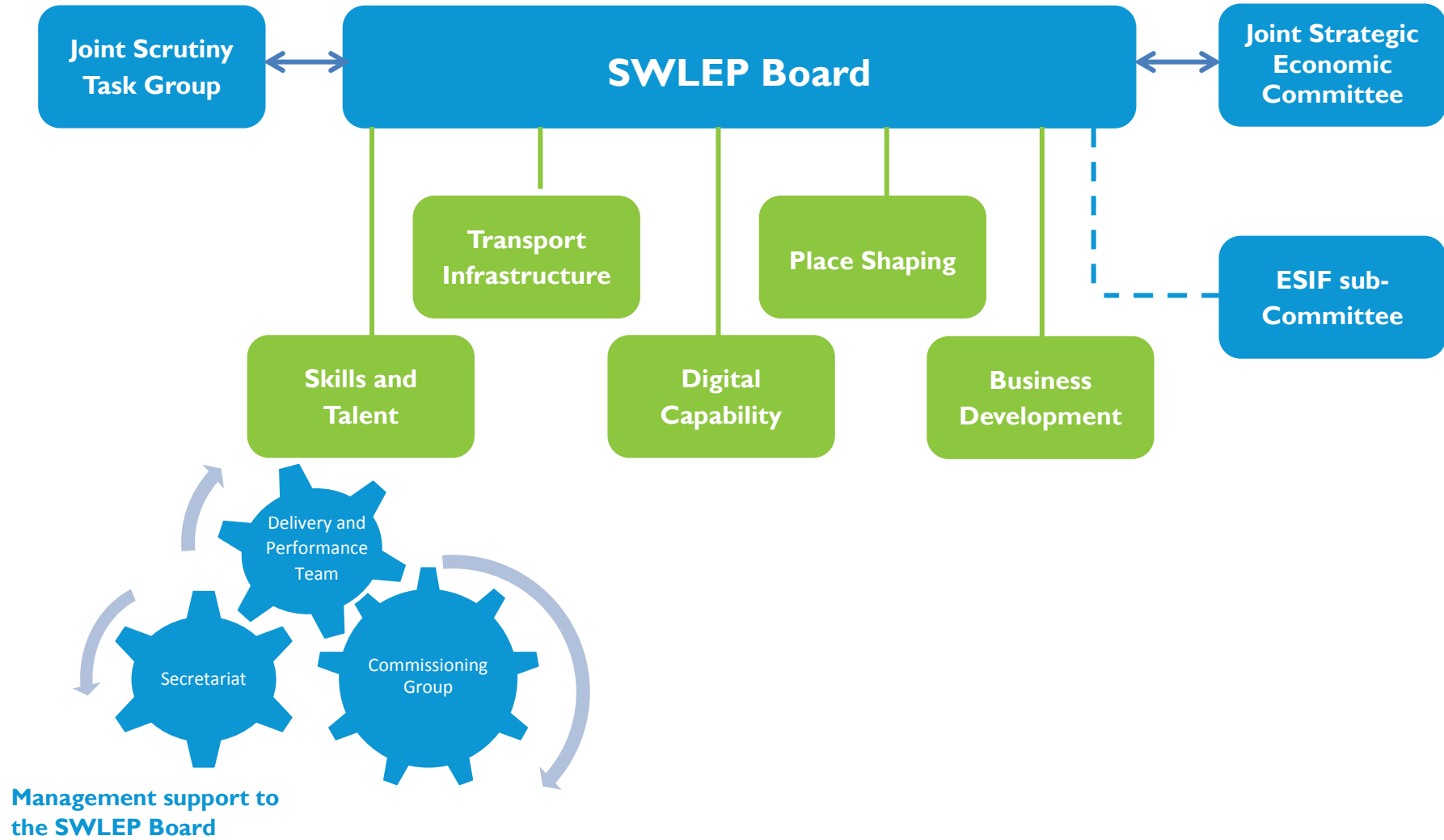
D. Scheme of delegation

This section of the Governance Framework sets out the day-to-day management and standing authorisation arrangements of the Chair and SWLEP Director as well as how significant issues will be reported to the Board. It also explains how the Board may delegate authority to the Chair or a Board working group and the requirements for reporting back to the Board on delegated activity.

E. Finance and commissioning policy

This policy sets out who can authorise or incur expenditure on projects and activities. Where a specific budget has been agreed by the Board for a project or activity, the Chair, or Vice Chair in their absence, may incur or authorise expenditure with the agreement of the Section 151 Officer of the Accountable Body. Sub-groups may also be awarded a budget to undertake activity or project work and they are authorised to spend up to the

Figure 2: Governance structure for the Swindon and Wiltshire Local Enterprise Partnership



value of the budget on this agreed work. In addition, The SWLEP Director, Chair or Vice Chair can authorise or incur any one-off item of expenditure up to the value of £10,000 which relates to the management of the SWLEP without the approval from the Board or any other person. This policy also sets out how unitary authority resources can be used in terms of staff supporting the work of the SWLEP. Where external resources are to be commissioned, the SWLEP will work within the procurement and contract rules of Wiltshire Council acting as its accountable body. Grant funding is held by the SWLEP's Accountable Body; the Assurance Framework (Section F) sets out how grant agreements are made including how applications, evaluation and prioritisation takes place.

F. Assurance Framework

The Assurance Framework is required so that it is clear to everyone: how the SWLEP agrees its strategy; what it wants to deliver; how it awards funding and how it manages delivery. The Assurance Framework also sets out who has the power to make decisions, sign off agreements, manage risk and monitor delivery in relation to delegated decision making and funding. Essentially it is the operational manual for the SWLEP.

G. Accountable Body Agreement

This is a legal agreement which sets out the roles and responsibilities of Wiltshire Council acting as the accountable body for the SWLEP and Swindon Borough Council and associated matters in relation to the application and allocation of the devolved government funding to relevant projects and programmes. As such it covers a range of issues such as: financial arrangements; record keeping; freedom of information requests; data protection; confidentiality; equality; social value; environmental performance; termination; and disputes.

H. Code of Conduct

This section sets out that members of the SWLEP Board, its Subgroups and officers will abide by the 7 principles of public life as detailed in Section 28 of the Localism Act 2011¹. These principles are: selflessness; integrity; objectivity; accountability; openness; honesty; and leadership. In addition, the way in which gifts and hospitality and complaints and whistle blowing are handled are also covered in this section.

I. Transparency code

The Government's Transparency Code is published annually and sets out the expectations of local authorities in publishing information and data. As an unincorporated partnership the SWLEP is not legally obliged to comply with the code however the SWLEP has agreed that it shall comply with the spirit of the Local Government Transparency Code 2015².

¹ <http://www.legislation.gov.uk/ukpga/2011/20/section/28/enacted>

² Subject to approval of the Board at its meeting on 22 March 2017

SWLEP Governance Framework amendments

The following table highlights the main changes which have been made to the Governance Framework 2015 as part of the 2016/17 revision.

2015 Framework	Amendment reference in 2017 Framework	Justification
Introduction		
New section	An introduction to the framework has been included	Needed as the breadth of the Governance Framework has been extended from the 2015 draft
Section A: Role and Governance principle		
General comment	The terms of reference section and the governance principles sections have been combined. The terms of reference text has been redrafted to reflect current strategic objectives, performance and activities.	Putting the two together was more logical and made one coherent section.
Section 5.2	Wording amended regarding unnecessary duplication with organisations with similar aims.	Clearer wording
Section 5.6	Reference to BEIS annual conversation included	Greater clarity
Section 5.6.c.v	Reference to SEP included	Updated information available
Section B: Board Constitution		
Definitions	Para d, the SWLEP is defined	Greater clarity
Roles and responsibilities	Section reworted around the production of the SEP, reporting and reviewing progress and assuring compliance with the Assurance Framework. Annual Report deadline amended to 'agreed by July each year'. Para 8 added regarding Board financial responsibilities and cross references within the framework added. Para 10 Reference to the Chair's job description added. Para 11-13 Job titles updated Para 14 Board membership changed to reflect agreement of Board at its January 2017 meeting. Para 15 added regarding a breach of the conflict of interest policy, Para 16 Commissioning Group wording added	Clarity over processes which are in operation now. To reflect agreed new timeline Greater clarity Greater clarity To reflect the Assurance Framework wording Updated information More robust policy Greater clarity

2015 Framework	Amendment reference in 2017 Framework	Justification
Board meetings	<p>Para 18 amended to reflect timescales agreed i.e. 4 weeks not one month and where meetings are convened at shorter notice, that they will be publicised as soon as possible. Para 20 amended as Board meetings are held in public</p> <p>Para 21.a new bullet added setting out need to show the purpose of Board papers e.g. approval, information etc. Para 21 c bullet 2 wording added regarding restricted from the public information Para 21 d reference to Secretariat removed and Board sub-groups and any other Board groups as appropriate added Para 22 b 'to support democratic accountability' added Para 22 c amended wording to make nominated representative text clearer enabling para d to be deleted Para 22 f Director not secretariat to be notified Para 22g amended to reflect 'individuals in attendance' not 'observers'. Para 22i Reference to Assurance Framework added Para 22l deleted as voting is covered elsewhere Para 23 Minutes to published within 14 clear working days</p>	<p>To reflect Assurance Framework wording</p> <p>Clarity over processes in operation and to reflect Assurance Framework. To reflect current practice</p> <p>To reflect wording in the Assurance Framework regarding restrictions More collective wording used and easier to read Greater clarity of the role of Observers Easier and clearer to understand</p> <p>Needs a named responsible individual To reflect terminology now in use</p> <p>Reflect Assurance Framework wording Removal of duplicated text To reflect timing in Assurance Framework</p>
Decision making and delegation	<p>Para 25 Wording added from 'Where the Board...to reflect the role of Director to report to the Board. Paras 28 and 32 Board working group composition amended to reflect the Board membership arrangements of the subgroups. Para 33 subgroups to report to the Board as required rather than every meeting</p>	<p>Clarity over roles and responsibilities Updated membership arrangements reflected.</p> <p>To give flexibility over the agenda when required</p>
Section C: conflict of interest policy		
Definitions	Para 1 'Significant' removed because there are different thresholds in place at Swindon Borough Council and Wiltshire Council.	Greater clarity and consistency
General	Para 3 new wording added ' This includes acting in the interest of the area as a whole and not according to sectoral or geographic interests of their member organisations'	More robust policy

2015 Framework	Amendment reference in 2017 Framework	Justification
Register of interests	Paras 4-5 'Secretariat' replaced with 'Director'	Needs a named responsible individual
Breach of the policy	This is a new section added to strengthen the policy	More robust policy
Declaration of acceptance of appointment	This is a new section added to strengthen the policy	More robust policy
Gifts and hospitality and complaints and whistle blowing	These sections have been deleted and are dealt with under the Code of Conduct section.	More appropriate location for text
Appendix 1 Declaration of acceptance	Declaration of acceptance of appointment to the Board drafted and added	More robust policy
Section D: Scheme of delegation		
Standing authorities	Paras 3-6 'Secretariat' replaced with 'Director regarding day to day management	Needs a named responsible individual
Individual delegations	Para 8 added whereby the Chair can suspend a Board Member who is subject to a complaint pending the outcome of an investigation Paras 10-14 Commissioning Group replaced with Board working group	Greater clarity and more robust policy To reflect a wider range of groups now in operation
Authorisation of action	Para 17 assurance framework reference added to replace Management Framework. Para 17 Sentence relating to the action of the Secretariat removed.	Updated terminology Dealt with in the Constitution section
Section E: Finance and commissioning policy		
Standing authorisations	Para 1 'with the agreement of the Section 151 Officer of the Accountable Body' added	More robust policy
Use of local authority resources	Para 11 Reference to constitution added	Cross referencing for greater clarity
Commissioning other external resources	Para 12 Reference to compliance with the procurement and contract rules of the Accountable Body added	Greater clarity
Disbursement of grant funding	Paras 13-14 Section added	Greater clarity

2015 Framework	Amendment reference in 2017 Framework	Justification
Terms of Reference		
Whole section	The Terms of Reference section has been deleted and merged with the former Governance Principles section to produce the new Section A: Role and Governance Principles	The terms of reference were out of date and have been rewritten.
Section F Accountable Body Agreement		
New section	Accountable Body Agreement terms included as a new section in the Governance Framework	Greater transparency
Section G: Code of conduct		
New section	Worded to reflect the Assurance Framework guidance regarding adherence to the principles of public life. Gifts and hospitality and complaints and whistle blowing sections moved here	Government requirement More appropriate section
Section H: Transparency code		
New section	New section drafted by legal	Statement required

Written by
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 Swindon and Wiltshire Local Enterprise Partnership
 28/02/17



swindonwiltshire

Local Enterprise Partnership

Governance Framework

April 2017

for approval



Draft SWLEP Governance Framework

Document History

Version	Dates	Notes
0	2015	Katherine Hathaway added comments whilst on secondment
1	11/08/16	DS amends to address some of KH comments and to align document to draft Assurance Framework 2016. Heads of Terms section added
2	16/11/16	Code of Conduct added Heads of Terms amended to 'Accountable Body Agreement'
3	06/12/16 15/12/16	Amends throughout to align with revised draft Assurance Framework V3.11 and address more queries raised by KH. PB/DS meeting revisions. Document circulated to Swindon Borough Council and Wiltshire Council Officers for comments and suggested amendments
4	10/01/17 11/01/17 12/01/17	No amends submitted SBC at this stage. Referred to legal team to comment Amends and comments received from Wiltshire Council reviewed by PB/DS Circulated to Officers in Finance and Legal Services for review and comment
5	20/02/17 22/02/17	Amended version to reflect: Amends during the conference call with S151 Officers and Heads of Legal Services on 23 Jan. Follow on meeting IG and AW on 31 Jan. Additional wording in section C para 13 and inclusion of Appendix I to that section as suggested by AW on 6 Feb. Wording supplied by AW for section J re transparency code. Revised Section F Terms of Reference by PB/DS now merged with Section A as SWLEP role and governance principles. Sent to ST/IG for final legal sign off
5a	010317	Technical proof, minor edits to spacing, layout, paragraph references. Additional amends to: Section B para 22K Section C Appendix I Proper Officer

		Section D Para 13 amended to reflect Section B para 28 Re-sent to ST/IG for final legal sign off
5a	080317	Commissioning Group sign off to go to the Board
Final draft	090317	Formatted onto SWLEP template

File Name	Final draft SWLEP Governance Framework 090317
Original Author(s)	DAC Beachcroft LLP 2013 Document no: 112678868
Current Author(s)	Debby Skellern (SWLEP)

for approval



Governance Framework

Introduction

The Swindon and Wiltshire Local Enterprise Partnership (SWLEP) is a non-statutory partnership between the public and private sectors, established to play a central role in determining local economic priorities and undertaking activities to drive economic growth and the creation of local jobs. The SWLEP is a partnership between Swindon Borough Council, Wiltshire Council, businesses in the area and the Military, with representatives from all these organisations on its Board. The SWLEP is able to access government funding to channel investment into the area and in particular to support its strategic objectives in skills and talent, transport infrastructure, digital capability, place-shaping and business development.

The Swindon and Wiltshire Local Enterprise Partnership (SWLEP) Governance Framework comprises:

- A. Role and governance principles
- B. Board constitution
- C. Conflict of interest policy
- D. Scheme of delegation
- E. Finance and commissioning policy
- F. Assurance Framework
- G. Accountable Body agreement
- H. Code of conduct
- I. Transparency code

A. Role and governance principles

I. Purpose

The Swindon and Wiltshire Local Enterprise Partnership (SWLEP) was established in 2011 with the aim of stimulating growth in the economy across the Swindon and Wiltshire area. In part it aims to do this by playing a central role in determining local economic priorities and undertaking activities to drive economic growth and the creation of local jobs. It is a primary partnership between the business community and the two local authorities; Swindon Borough Council and Wiltshire Council.

The role of the Swindon and Wiltshire Local Enterprise Partnership is to 'provide the clear vision and strategic leadership to drive sustainable private sector-led growth and make a significant contribution to economic growth and job creation'¹ in the SWLEP area by:

- Ensuring that strategies for achieving economic growth and job creation within the area reflect the needs of business; and
- Driving the successful implementation of those strategies through engagement with local and central government, business, potential investors and others.

2. Strategic Objectives

The SWLEP has five strategic objectives (January 2016):

1. Skills and talent - we need an appropriately skilled and competitive workforce to achieve our growth ambitions;
2. Transport infrastructure improvements - we need a well-connected, reliable and resilient transport system to support economic and planned development growth at key locations;
3. Digital capability - we need to deliver excellence in digital connectivity and cyber transformation to achieve business growth, innovative public services and influence societal change;
4. Place-shaping - we need to build the infrastructure required to deliver our planned growth and regenerate our city and town centres, and improve our visitor and cultural offer; and
5. Business development - we need to strengthen the competitiveness of small and medium sized businesses and attract a greater share of foreign and domestic investment into the area.

¹ Local growth: realising every place's potential, HM Government 28 October 2010, page 12

3. Performance

The SWLEP's performance measures are set out in its Strategic Economic Plan which is regularly reviewed. Key drivers are to:

- Increase the GVA of the area as a whole and in each of the local authority areas covered by the SWLEP;
- Create new high value and highly skilled jobs within the area and in each of the local authority areas covered by the LEP; and
- Identify housing needs.

In this context 'GVA' refers both to productivity and the size of the economy.

4. Activities

The activities which the SWLEP will undertake, in respect of the Swindon and Wiltshire area and in pursuance of the overall aims and priorities, will include:

- Investigating and reporting on the following through research, analysis and engagement with business, the unitary authorities and others:
 - the type and profile of business activity;
 - training, education and skill levels amongst the workforce and potential workforce;
 - the type and profile of skills provision;
 - the needs of business, i.e. conditions or actions which are likely to encourage growth in existing areas or development of new areas
 - the likely impact on business of particular policies, strategies or events
- Developing strategy itself and providing input into and monitoring strategy and policy developed by others, e.g. local and central government;
- Identifying and securing sources of funding which are aligned with the SWLEP's aims and activities as set out in the Strategic Economic Plan;
- Administering and/or providing grants or other funding for activities likely to contribute to economic growth and job creation;
- Promoting the benefits of the SWLEP area as a location for the expansion and creation of businesses and inward investment through engagement and provision of information;
- Providing information about strategies for economic growth and job creation, skills provision, funding and other support available for businesses and investors, and other activities aimed at achieving economic growth and creating jobs;
- Identifying additional opportunities for the UAs and other bodies to provide support

for economic growth and job creation, including identifying land or other resources which may be made available to support business growth or inward investment; and

- Participating in regional and national LEP networks and activity.

5. Governance principles

The LEP should be governed so as to ensure that it:

1. Operates in accordance with its Assurance Framework (Section F).
2. Pursues activities which add value, and in particular activities which do not unnecessarily duplicate the work of the members of the partnership or the roles of other organisations with similar aims.
3. Effectively identifies, and appropriately represents the views and needs of business in the SWLEP area.
4. Effectively identifies and appropriately takes into account the views of other stakeholders (Section B, paragraph 2b).
5. Makes effective use of the resources available to it and accounts appropriately for that use as set out in the SWLEP Accountable Body Agreement (Section G).
6. Is accountable for its performance, through:
 - a. Clear decision-making by the Board;
 - b. Self-assessment by the Board of its own performance, including regular monitoring of progress, annual performance review through the Department of Business Energy and Industrial Strategy's Annual Conversation, and relevant benchmarking against other LEPs; and
 - c. Appropriate transparency through public reporting of:
 - i. Governance arrangements and the Assurance Framework
 - ii. Decisions
 - iii. Planned and completed activities
 - iv. Engagement with business and stakeholders
 - v. Progress against the delivery of the Strategic Economic Plan.
 - vi. Scrutiny of its operation by the Joint Scrutiny Task Group.
7. Is able to meet or respond quickly to any requirements or pre-conditions set by central government with regard to transparency, accountability and robust governance.

B. Board Constitution

1. The Governance Framework may be amended by the Board at any time under the decision-making processes set out in this Constitution.

Definitions

2. In this document:
 - a. "Unitary Authorities" refers to the local authority members of the SWLEP, Swindon Borough Council and Wiltshire Council;
 - b. "stakeholders" means any person or organisation likely to be directly affected by or interested in the activities of the SWLEP, including in particular the Unitary Authorities and employers, businesses, enterprises and other persons or organisations operating or likely to operate within or otherwise concerned with the economy in the LEP area;
 - c. "external resource" means resources (including human resource) other than the resources within the SWLEP Board and Secretariat.
 - d. "The SWLEP" means the SWLEP Board plus the operation of its activities through the Secretariat.

Roles and responsibilities

3. The Board is responsible for the SWLEP's performance in accordance with the its Role and Governance Principles (Section A). In particular the Board shall:
 - a. produce a Strategic Economic Plan (SEP) which is reviewed in line with government guidance;
 - b. produce an annual report reviewing progress against delivery of the SEP including a financial overview and setting out priority actions for the forthcoming year; and
 - c. ensure that the SWLEP complies with its Governance Framework and the terms of the Assurance Framework.
4. In making decisions as to actions to be undertaken by the SWLEP and the allocation of funding and other resources to activities and projects.
5. The LEP's annual report shall be agreed by the Board by 31 July each year. Prior to agreeing the work plan the Board shall carry out appropriate consultation with stakeholders and the Secretariat with regard to proposed activities and associated resource implications.

6. The Board shall provide information and co-operation as reasonably requested by the Unitary Authorities to enable them to carry out appropriate review and scrutiny activities in respect of matters relating to the SWLEP.
7. The Board is responsible for the allocation of the core SWLEP budget, comprising of contributions from central government, in kind and financial resources from the two Unitary Authorities and other sources of funding, with a view to ensuring efficient and effective use of those resources to manage the administration and operation of the SWLEP. Before taking decisions on the use of core financial resources, including any decision to delegate activities to the Director or direct the Director to commission external resources, the Board must consider the availability of resources and skills within the SWLEP and the likely cost and availability of external resources and skills.
8. The Board is also responsible for agreeing the allocation of external financial resources allocated to the SWLEP, such as but not limited to Growth Deal funding in line with its Assurance Framework (Section F); its Scheme of Delegation (Section D). and its Finance and Commissioning Policy (Section E)
9. The role of a Board member is to use their skills, knowledge and experience for the benefit of the SWLEP to assist it in fulfilling its role as set out under Role and Governance Principles (Section A). In accepting their appointment, a Board member agrees to act in accordance with this Governance Framework and, in particular, to comply with the Conflict of Interest policy.
10. The Chair is additionally responsible for providing leadership for the Board and the SWLEP and facilitating collective decision-making by the Board as set out in her/his job description. S/He shall act with the aims of:
 - a. ensuring that the Board operates efficiently and effectively;
 - b. being an effective ambassador for the SWLEP both regionally and nationally.
11. The Secretariat of the SWLEP is the human resource which is clearly committed to the work of the partnership on an ongoing basis. As such it comprises:
 - a. individuals engaged to carry out a role which solely involves working for or on behalf of the SWLEP, including but not limited to the SWLEP Director;
 - b. the Corporate Director of Economy, Regeneration & Skills (or equivalent post-holder) at Swindon Borough Council and the Associate Director, Economy, and

Planning (or equivalent post-holder) at Wiltshire Council, to the extent that their working time is clearly allocated to work for and on behalf of the SWLEP through a written statement specifying the amount of time allocated to work for the LEP and the nature of the activities to be carried out or prioritised during that time; and

- c. any other individuals whose working time is partly allocated to work for or on behalf of the SWLEP, to the extent that the time of those individuals is clearly allocated to working by or on behalf of the LEP through a secondment agreement or other written statement specifying the amount of time allocated to work for the LEP and the nature of the activities to be carried out or prioritised during that time;

and those individuals shall all be regarded as members of the Secretariat working together for the SWLEP regardless of the identity of the organisation(s) with which those individuals have contracts of employment and the proportion of their time allocated to working on behalf of the SWLEP.

12. The role of the Secretariat is to support the Board in performing the SWLEP's activities in compliance with its Governance Framework. This includes planning and co-ordination of the SWLEP's activities, engagement with stakeholders, administration and commissioning and management of external resource.
13. The SWLEP Director shall be accountable directly to the Chair (on behalf of the Board) for their performance. Reporting and accountability arrangements for staff within paragraph 11.c above shall be agreed in advance with the Board and specified in the written agreement specifying the allocation of their time to the SWLEP.
14. The SWLEP has a Board of a minimum of 14 and maximum of 20 Members and is constituted in such a way as to ensure that it is business-led, with its Chair and at least 70% of all Members representing the business community who will be appointed on a 3 year basis (which can be extended). The Leaders of the two Unitary Authorities and the Commander of the Military HQ South West are permanent members of the SWLEP Board. In addition a Board Member representing the education sector will be appointed on a 3 year basis (which can be extended). The composition of the Board and the selection, appointment and tenure period for the Chair and Vice Chair Board Member are set out in full in the SWLEP Assurance Framework. The Senior Whitehall Sponsor,

the BEIS² Minister who acts as the SWLEP champion and the BEIS Relationship Manager will be invited to join SWLEP Board meetings as guests but will not be able to vote.

15. In the event of a Board Member having been found to have been in breach of the Conflict of Interest Policy by the Independent Review Panel the Board has the power to remove or suspend.
16. The Commissioning Group oversees strategy development and the forward work plan of the Board; maintains strategic oversight of the delivery and financial performance of SWLEP schemes; and ensures compliance with the legal and financial terms of the Assurance Framework. It comprises the SWLEP Chair, the SWLEP Vice-Chair, the Leaders of Unitary Authorities, the Chief Executive of Swindon Borough Council, and the Corporate Director of Wiltshire Council, supported by the SWLEP Executive Group. The Commissioning Group will:
- a) Ensure that the arrangements put in place conform to legal requirements with regard to freedom of information, equalities, the environment and other matters.
 - b) Advise the SWLEP Board on the appropriate use of SWLEP funds.
 - c) Ensure that there is independence between scheme promoter and the decision making body in order to avoid conflict of interest.
 - d) Ensure that official records of proceedings relating to the investment decisions are maintained.
 - e) Ensure that regular progress reports and updates are scheduled with appropriate Government teams.

Board meetings

17. The Board shall meet not less than five times per year.
18. A minimum of four weeks advance public notice will usually be given of Board meetings. However meetings may be convened at shorter notice where there is a need for decisions to be taken before the next scheduled Board meeting which will be publicised as soon as possible after the meeting date is confirmed.
19. The Board will usually meet in person but it may meet and take decisions virtually (by video conference, telephone conference or exchange of emails) where there is a need for decisions to be taken before the next scheduled Board meeting and it is not practicable for the Board to meet in person within the relevant timescales. Where

² Department for Business Energy and Industrial Strategy (BEIS)

virtual meetings take place they must be quorate in accordance with paragraph 22.a. Decision-making by email exchange will be regarded as quorate where at least six Board members have participated in the email exchange and expressed a clear view on the decision and both members representing Swindon Borough Council and Wiltshire Council.

20. The Board will conduct its business in an open and transparent manner, comparable to the two Unitary Authorities, which will enable interested stakeholders and members of the public to scrutinise and participate in SWLEP processes unless there are specific reasons for such discussion to be restricted from the public as set out in the Assurance Framework, Appendix B. This includes holding meetings in public; how individuals can submit questions to the Board and the publication of the Board agenda papers and minutes. Agenda papers for the Board will be published on the SWLEP website a minimum of five clear working days prior to the relevant meeting unless there is an extraordinary meeting called with less than five days notice.
21. The content and quality of the written materials and oral reports provided to the Board shall be sufficient to enable the Board to appropriately monitor and plan the SWLEP's activities and performance and to fully consider, discuss and reach informed decisions on any proposals or recommendations put to the Board for decision. In particular, the papers prepared for each Board meeting shall:
 - a. specify clearly the purpose of the document i.e. is it for approval, discussion, for information and whether it is commercially sensitive.
 - b. identify any recommendations or proposals put forward for decision and the reasons why a proposal or recommendation is made;
 - c. in the case of any expenditure or grant of funding proposed for agreement by the Board:
 - confirm that appropriate advice has been sought from the relevant Unitary Authority, in its capacity as accountable body for that expenditure or funding, as to whether the expenditure or funding is within the scope of any conditions which apply to the use of that funding and as to any onward conditions or requirements which should be attached to the expenditure or funding; and
 - attach or summarise any such advice received unless there are specific

reasons for such information to be restricted from the public as set out in the Assurance Framework, Appendix B.

d. include appropriate reports on:

- the activities of, Board sub-groups and any other Board groups as appropriate; and
- other delegated or commissioned activities.

22. Board meetings shall be conducted in accordance with the following provisions:

- a. The quorum for a Board meeting shall be 6, of whom at least one must be a member representing Swindon Borough Council and one must be a member representing Wiltshire Council. "Member representing" shall be interpreted in accordance with paragraph c.
- b. To support democratic accountability, Board members representing a Unitary Authority may be accompanied at Board meetings by one other elected Member of that Authority as an "Observer" who will be entitled to participate in discussions on the same basis as the Board member but will not be entitled to vote and are not counted as an attending Board member for the purposes of determining whether the meeting is quorate.
- c. Where a Board member representing a Unitary Authority is unable to attend a Board meeting s/he may nominate either the deputy leader or a member of the relevant Authority's cabinet as their representative to attend in their place to maintain this level of Members with democratic accountability responsibilities on the Board. In this circumstance, the alternate representative will be entitled to participate in discussions and vote as if s/he were a Board member.
- d. Where any other Board member is unable to attend a Board meeting s/he may nominate another Board member to comment on any matters on their behalf and exercise their vote if required.
- e. Any nominations under paragraphs c or d should be notified to the Chair and the SWLEP Director in advance of the meeting and must be minuted.
- f. The Chief Executive of Swindon Borough Council and the Corporate Director of Wiltshire Council shall have the status of Advisors to the Board. Advisors shall

not be counted when determining whether the meeting is quorate and shall not be entitled to vote. However Advisors shall be entitled to receive notice of Board meetings, receive copies of Board papers and to attend Board meetings as if they were Board members. Advisors shall be entitled to participate in discussions at Board meetings, subject only to the exercise of the Chair's general discretion as to the conduct of Board meetings.

- g. Individuals other than Board members may attend Board meetings to the extent that the Board considers that their attendance will assist the Board:
- in the conduct of the business to be conducted at that meeting;
 - in the ongoing management of the SWLEP's activities;
 - in the maintenance or development of relationships with stakeholders; or
 - to the extent that the Board otherwise considers it appropriate in the interests of transparency and maximising understanding of the SWLEP's role.

Such individuals shall be referred to as "in attendance", and may include (but are not limited to) members of the Secretariat, employees or members of the Unitary Authorities who are not Board members, professional advisers or others able to provide information or expertise to the Board. Individuals in attendance shall not be counted when determining whether the meeting is quorate and shall not be entitled to vote. Participation by individuals in attendance in discussions at Board meetings shall be at the discretion of the Chair.

- h. At the start of each Board meeting the Chair shall remind Board members of the need to declare any conflicts of interest or potential conflicts of interest in relation to specific agenda items. Board members must declare any such conflicts or potential conflicts prior to the start of discussion on the relevant agenda item. Such declarations shall be considered and actioned in accordance with the Conflict of Interest Policy (Section C).
- i. The SWLEP Board will aim to make decisions on the basis of consensus which is set out in more detail in section four of the SWLEP Assurance Framework. Where consensus does not emerge from the first full discussion of any issue or proposal, subject to paragraph j and unless a decision is required urgently (such that it cannot be delayed without prejudicing the position of the SWLEP or its stakeholders) the Board will usually delay decision-making on that matter until a later date to allow for further consideration and discussion, including collation

and consideration of any additional information or advice which the Board considers may be of assistance.

j. If either Unitary Authority expresses a concern that a proposal would, if accepted, result in a risk of one or both Unitary Authorities breaching regulatory or accounting requirements, contravening a core policy of the Authority or being subject to legal challenge:

- the Board shall delay decision-making on that proposal to allow for further consideration and discussion and to obtain appropriate advice;
- Board members shall have due regard to the views of the Unitary Authorities, any legal or other professional advice obtained or provided to it and all other relevant factors in reaching a final view on the proposal.

k. Where the Board has not been able to reach consensus even after it has proceeded in accordance with paragraphs i and j, or if a decision is required urgently and cannot be delayed beyond the first full discussion without prejudicing the position of the SWLEP or its stakeholders, the Board shall take a decision on the basis of a vote. Each Board member shall have a single vote and a proposal shall be agreed as a decision of the Board if a majority of members present and voting cast their votes in favour of the proposal as long as:

- the Board members representing both Unitary Authorities cast their votes in favour of accepting the plan; and
- at least 50% of the other Board members present and voting cast their votes in favour of accepting the proposal.

23. Discussion and decisions at Board meetings shall be minuted and the draft minutes shall be published on the SWLEP's website no later than fourteen clear working days after the Board meeting with the Chair's approval, subject to any redactions or exclusions reasonably necessary on the grounds of confidentiality or commercial sensitivity.

Decision-making and delegation

24. The Board takes the decisions of the SWLEP, subject only to delegations made in accordance with this Governance Framework. Any decision or action which has not been made, approved or delegated by the Board in accordance with this Governance Framework shall not be regarded as a decision of the SWLEP.

25. The Board shall only take a final decision on any activity to be undertaken by or on behalf of the SWLEP on the basis of appropriate information regarding the resources (both staff and financial) required to carry out that activity and the availability of such resources to the SWLEP. In taking any such decision the Board shall specify the manner in which its decision is to be implemented, including any delegation of actions or decisions, the resources to be used and any finance or commissioning actions required.
26. Subject to paragraph 11, the Board may use the resources of the Secretariat and may delegate actions and decisions to the Director in accordance with the Scheme of Delegation. Where the Board delegates any specific actions to the Director, sub-group, or other Board group or authorises any external commissioning of work, the delegation shall include a clear statement of the expected outputs or deliverables for the work (including requirements as to timing of outputs). The Director shall report appropriately to each Board meeting in accordance with the SWLEP's Assurance Framework on progress in respect of such delegations and commissioned work.
27. The Board may delegate decisions or actions to a sub-group or other Board working group only as provided for in the Scheme of Delegation. Any such sub-group must report fully and in the manner requested to each Board meeting on actions and decisions taken under the delegation since the previous Board meeting, including in particular any actions which commit or may commit the SWLEP to future actions or to use of its resources and submission of any bids or applications made on behalf of the SWLEP.
28. A Board working group is a group of Board members (minimum of two) and such other members as the Board considers appropriate.
29. The Board may establish one or more Board sub-groups to carry out particular actions or activities where it is satisfied that the following conditions are met:
 - a. The activities are within the SWLEP's Role and Governance Principles;
 - b. The activities are likely to facilitate delivery of the SWLEP's Strategic Economic Plan.
 - c. There is a clear statement of the proposed terms of reference, outputs and membership of the sub-group, and the scope of work proposed appears to be appropriate and reasonably practicable;
 - d. The resources required to enable the sub-group to fulfil its terms of reference

have been clearly identified, including any associated costs, and those resources are available or can be secured;

- e. It is appropriate to use the SWLEP staff and financial resources for this purpose having regard to the competing demands on the SWLEP's resources and the SWLEP's priorities as stated in its Role and Governance Principles and Strategic Economic Plan.

In this context "resources" includes both financial resources and the time of individuals (whether Board members, Secretariat staff or others). For the avoidance of doubt, the requirement in paragraph b above shall be complied with if the proposed activities are considered likely to improve the SWLEP's understanding of the needs of businesses or any particular type or category of business in the SWLEP area, or of the economic conditions affecting such businesses.

30. Any decision of the Board to establish a sub-group shall include a clear statement of the sub-group's terms of reference, membership and chairmanship.
31. The Board shall permit any sub-group to continue in operation only for as long as it continues to meet the conditions in paragraph 25.
32. The membership of a Board sub-group must include a minimum of one Board member who shall usually be the Chair of the sub-Group.
33. Each Board sub-group shall report to Board meetings as required on progress in delivering its terms of reference, including information about activities undertaken, use of resources and proposed further activities.
34. Where it is necessary to commission external resources in order to carry out the SWLEP's activities or implement decisions of the Board, this shall be done in accordance with the Finance and Commissioning Policy (Section E) and in accordance with para 7.

Financial responsibilities

35. Wiltshire Council shall act as the accountable body for funds paid or payable to the SWLEP and for expenditure, grants or other funding paid on behalf of the SWLEP. The SWLEP shall provide Wiltshire Council with all information and documentation reasonably required to enable Wiltshire Council to perform the function of accountable body in accordance with all relevant legal and regulatory responsibilities and applicable guidance.

36. Subject to paragraph 35, the Board is responsible for the management and expenditure of funds available to the SWLEP. Decisions involving expenditure or grant of funds shall only be made in accordance with the Finance and Commissioning Policy (Section E).

for approval

C. Conflicts of Interest Policy

Definitions

1. In this policy "Relevant Interest" means any company directorship, trusteeship, elected office or remunerated post, any financial interest in an organisation or project likely to be affected by the work of the SWLEP or any other relevant interest.

General

2. All Board members must comply with this policy in full. By accepting appointment as a Board member, an individual indicates their acceptance of this requirement and their agreement to notify interests in accordance with this policy.
3. The Board shall conduct its proceedings so as to ensure that all conflicts and potential conflicts of interest are disclosed and that appropriate action is taken in response to such disclosures. This includes acting in the interest of the area as a whole and not according to sectoral or geographic interests of their member organisations.

Register of Interests

4. The Director shall maintain a Register of Board Members' Interests which shall record all Relevant Interests of the Board members and which will be published on the SWLEP website. Board members shall supply information to the Director for inclusion in the register (or a nil return if appropriate) as soon as possible following their appointment and shall notify the Director at the earliest opportunity of any changes or additions to their Relevant Interests.
5. The Director shall:
 - a. send a request for information about Relevant Interests to any new Board member immediately following their appointment;
 - b. circulate to Board members at least annually a request to review their entries on the Register and notify any updates to the Director.
6. A Board member shall not vote or participate in discussions on any matter which relates directly to an organisation or project in respect of which the Board member has a Relevant Interests, or where the matter may have a particular impact on such an organisation or project.

Conflicts of interest

7. A conflict of interest arises on a matter to be discussed by the Board where:
 - a. the matter relates to an organisation with which a Board member or their partner/spouse or family member is associated as an employee, director, contractor, trustee, member or shareholder;
 - b. the matter may have a particular impact on an organisation with which a Board member or their partner/spouse or family member is associated as an employee, director, contractor, trustee, member or shareholder;
 - c. the matter may have a particular impact on a Board member, their partner/spouse, family member or close friend (i.e. an impact greater than the impact on the majority of Council tax payers or other comparable individuals in the area); or
 - d. the Board member has any other direct personal or financial interest in the outcome of the Board's discussion on the matter.
8. Where a Board member considers that s/he has or may have a conflict of interest in relation to a matter to be discussed by the Board, s/he must disclose the conflict or potential conflict to the Board prior to the commencement of the Board's discussion of that matter. This requirement applies regardless of whether he has previously declared the interest in the Register of Board Members' Interests.
9. Where a Board member makes a declaration under paragraph 8, unless the Board agrees that the matter declared does not fall within the definition of a conflict of interest the Board member shall not participate in or vote on the relevant matter and may, at the Chair's discussion, be asked to withdraw from the meeting.
10. A disclosure by a Board member under paragraph 8 and all decisions relating to that disclosure shall be minuted.

Breach of the policy

11. In the event of a complaint that an alleged action or actions by a Board Member or a number of Board Members contravene(s) the SWLEP Code of Conduct, the Board will convene a group of 3 independent individuals appointed by the Director (The Independent Review Panel), who are not Board Members, are not conflicted by the allegation and have the required skills to review the veracity of the allegation. The group is charged with making a decision as to whether the allegation is fully or partially proven or unproven. The Independent Review Panel will report to the Board on the outcome of its review, including recommending to the Board what

action it should take in respect of the Board Member or number of Board members who were the subject of the complaint.

12. When a complaint is received, the Chair (or in their absence the Vice-Chair), after taking advice from the Director will decide whether or not they should make an immediate recommendation to the Board to suspend the member or members from attending Board meetings and Board business subject to the complaint pending the outcome of the investigation by the Independent Review Panel and the response of the Board to the Panel's recommendations. Suspension is a neutral act enabling a full investigation to be carried out and is not intended to pre-judge the outcome of the investigation. It is expected that such investigations will be completed within 30 working days of the Board's decision to investigate. However the Board may extend the time for completion of an investigation where if it considers it is necessary to do so.

Declaration of acceptance of appointment

13. All Board Members are required to make a declaration of acceptance of appointment on the form included as appendix I to this policy before or at the first Board Meeting after their appointment.

for approval



Appendix I: Declaration of acceptance of appointment to the SWLEP Board

I

having been appointed as a Board Member of the Swindon and Wiltshire Local Enterprise Partnership declare that I take this role upon myself, and will duly and faithfully fulfil the duties of it according to the best of my judgement and ability.

Signed Date.....

This declaration was made and signed before me:

Signed Date.....

Proper officer of the SWLEP

for approval



D. Scheme of Delegation

1. Delegation of actions and decisions by the Board may only be made in accordance with the Constitution and this Scheme of Delegation.
2. Where the Chair is absent or unavailable, the Vice Chair may act in their place.

Standing authorisations to the Director and the Chair: day to day management

3. The Director is authorised to take such decisions as are necessary to enable her/him to carry out ongoing planning and administration tasks in relation to work already authorised by the Board within its business plan or by subsequent decisions of the Board. This includes liaison with Unitary Authorities and other stakeholders, making arrangements for Board meetings and other agreed activities and other decisions or actions which are required to implement decisions of the Board or support ongoing activities.
4. Any significant difficulties or complaints arising from use of the authority in paragraph 3 shall be reported promptly to the Chair at the first instance.
5. The Director shall provide a report to each Board meeting as required in relation to any significant issues or difficulties in relation to the use of the authority in paragraph 3 and shall provide further information about his/her actions on request from the Chair of the SWLEP Board.
6. The Chair is authorised to take day to day decisions in relation to the management of the work of the Director, and to provide financial authorisations to the Director as provided for in the Finance and Commissioning Policy (Section E).

Individual delegations of decision-making

7. The Board may delegate authority to the Chair to take a specified decision on behalf of the Board on an exceptional basis where it determines that such decision or action must be taken urgently prior to the next scheduled Board meeting and it will not be practicable or appropriate to arrange an additional meeting of the Board to take the decision (whether in person or virtually as provided for in paragraph 19 of the Constitution, Section B).
8. The Chair has the power to suspend a Board Member who is subject to a complaint pending the outcome of an investigation into that complaint in accordance with paragraph 12 of the Conflict of Interest Policy (Section C).

9. The Chair shall report to the Board at its next meeting on any decisions or actions made under a delegation within paragraph 7.
10. The Board may delegate authority to a Board working group, as defined in paragraph 13, on an exceptional basis to take specified decisions on behalf of the Board where the Board determines that such decision or action must be taken urgently prior to the next scheduled Board meeting and it is appropriate for it to be delegated to the Board working group rather than convening an additional Board meeting (whether in person or virtually as provided for in paragraph 16 of the Constitution).
11. The terms of any delegation under paragraph 10 shall be clearly minuted, including the scope of the Group's authority and activities and the extent to which it is authorised to take decisions on behalf of the Board.
12. The Board working group shall report to the Board at its next meeting on all decisions or actions made under a delegation within paragraph 10.
13. The Board working group is a group of Board members (minimum of two) and such other Board members as the Board considers appropriate.

Authorisation of actions to implement Board decisions

14. The Board may ask the Director, individual Board members, Commissioning Group, any Board Sub-Group or other working group of the Board to carry out specific tasks or actions which implement decisions taken by the Board, where it considers that this will facilitate the performance of the SWLEP's activities within its Role and Governance Principles (Section A).
15. The Board may ask other individuals or organisations to carry out specific tasks or actions which implement decisions taken by the Board where it considers that this will facilitate the performance of the SWLEP's activities within its Role and Governance Principles and in accordance with the SWLEP's Finance and Commissioning Policy.
16. A Board Sub-Group shall only carry out such activities as are specified within its terms of reference as agreed by the Board under paragraph 28 of the Constitution or amended by the Board from time to time under paragraph 14.
17. Where any matter is delegated under paragraphs 14 or 15, this shall be subject to the requirement that the person or group given delegated authority shall provide



swindonwiltshire

Local Enterprise Partnership

appropriate reports on their activities to the Board on request and in accordance with the LEP Assurance Framework.

for approval



E. Finance and Commissioning Policy

Standing financial authorisations

1. Where the Board has agreed a specific budget for expenditure on a particular project or activity, the Chair (or in their absence the Vice Chair) may incur or authorise any expenditure, with the agreement of the Section 151 Officer of the Accountable Body, up to the total value of that budget provided that it relates to work which is within the scope of the project or activity as originally agreed by the Board.
2. Where the Board has agreed a specific budget for expenditure on a particular project or activity to be carried out by a Board Sub-Group, the Chair of that Sub-Group may incur or authorise any expenditure up to the total value of that budget provided that it relates to work which is within the scope of the project or activity as originally authorised by the Board within the Sub-Group's Terms of Reference.
3. Subject to paragraph 4, the following persons may incur or authorise any one-off item of expenditure up to the value of £10,000 which does not fall within paragraphs 1 or 2 but which relates to the management of the SWLEP or activities within the SWLEP's Role and Governance Principles, without prior authorisation or approval from the Board or any other person:
 - a. the SWLEP Director;
 - b. the Chair or, in their absence, the Vice Chair.
4. Paragraph 3 cannot be used either sequentially or at a single point in time to authorise multiple items of expenditure relating to the same activity, project or operational matter unless the total value of all such items is less than £10,000.
5. Expenditure beyond the limits specified in paragraphs 1 to 3 may only be incurred with the prior authorisation of the Board.
6. No expenditure or financial commitments may be made by any individual Board member other than the Chair (or the Vice-Chair if acting in the absence of the Chair). Decisions on expenditure and financial commitments may be made only in accordance with this Finance and Commissioning Policy and in accordance with the Assurance Framework.

7. Use of the authority given by paragraphs 1 to 3 must be reported appropriately to the Board at the next scheduled Board meeting in accordance with the LEP Management Framework.

Use of Unitary Authority resources

8. Where a Unitary Authority has agreed to provide resource to the SWLEP on an ongoing basis in the form of a proportion of the time of one or more staff members employed to work within the Unitary Authority, this agreement shall be covered by a secondment agreement or comparable written agreement as specified in paragraph 11 of the Board Constitution. For the purposes of the Board Constitution, such resource shall be regarded as part of the Secretariat resources available internally within the SWLEP.
9. Additional individual arrangements may be made between the SWLEP and the Unitary Authorities for the use of Unitary Authority resources (including staff time, equipment and other resources) provided that:
 - a. these arrangements comply with legal, constitutional, financial/accounting and regulatory duties and obligations on the Unitary Authority;
 - b. the nature of the arrangements, including the details of the resources to be made available, the work to be carried out and the timing of the work, is clearly specified in writing and agreed by the Board.
10. It is the responsibility of the Unitary Authority to satisfy itself that the arrangements comply with the requirement in paragraph 9.a.
11. For the purposes of the Board Constitution, arrangements under paragraph 9 above shall be regarded as commissioning of external resource in accordance with the Constitution paragraphs 2c and 7.

Commissioning other external resources

12. In relation to the commissioning of external resource other than arrangements under paragraph 9, the SWLEP hereby adopts and shall apply the procurement and contract rules of Wiltshire Council as Accountable Body³.

³ Part 10 procurement and contract rules of the Wiltshire Council Constitution

Disbursement of grant funding

13. The disbursement of funding through a grant agreements will be subject to an application, evaluation and prioritisation process as set out in full in the SWLEP Assurance Framework.

14. Grant funding will be held by the Accountable Body as set out in full in the Accountable Body Agreement.

for approval





swindonwiltshire

Local Enterprise Partnership

G Accountable Body Agreement

Dated

2015

(1) WILTSHIRE COUNCIL

(2) SWINDON BOROUGH COUNCIL

**(3) SWINDON AND WILTSHIRE LOCAL
ENTERPRISE PARTNERSHIP**

ACCOUNTABLE BODY AGREEMENT

This Agreement made on

2015

BETWEEN:

1. **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN (“**Wiltshire**”);
2. **SWINDON BOROUGH COUNCIL** of Civic Offices, Euclid Street, Swindon, SN1 2JH (“**Swindon**”); and
3. **SWINDON AND WILTSHIRE LOCAL ENTERPRISE PARTNERSHIP** of Wiltshire Council Offices, Monkton Park, Chippenham, SN15 1ER (“**SWLEP**”)

(being either a “**Party**” or together “**the Parties**”)

BACKGROUND

- A. SWLEP was established in 2011 with the aim of stimulating growth in the economy across the Wiltshire and Swindon area. In part it aims to do this by playing a central role in determining local economic priorities and undertaking activities to drive economic growth and the creation of local jobs. It is a primary partnership between the business community and the two local councils; Wiltshire and Swindon.
- B. Central government has requested that all Local Enterprise Partnerships (“LEPs”) develop a single assurance framework to cover all devolved government funding received by LEPs. SWLEP has been allocated monies from central government which can only be paid to a local authority nominated as an accountable body. Wiltshire has agreed that it will act as the accountable body in respect of funding received by SWLEP.
- C. The purpose of this Accountable Body Agreement is to set out the respective roles and responsibilities of Wiltshire acting as the accountable body for the SWLEP and Swindon and associated matters in relation to the application and allocation of the devolved government funding to relevant projects and programmes.
- D. Swindon and Wiltshire are empowered under Section 1(1) Localism Act 2011.

IT IS AGREED AS FOLLOWS:

I Definitions

1.1 In this Agreement the following terms shall have the following meanings:

Accountable Body means Wiltshire;

Agreement means this Accountable Body Agreement and any schedules;

Chief Executive means the Chief Executive of Swindon;

Corporate Director means the Corporate Director with responsibility for economy and enterprise in Wiltshire or in his absence one of the other corporate directors in Wiltshire.

EIR means the Environmental Information Regulations 2004;

FOIA means the Freedom of Information Act 2000;

Financial Year means during the continuance of the Agreement any period commencing on 1st April and ending on 31st March or part thereof

Funding means all and any devolved government funding including the Local Growth Fund held by Wiltshire as accountable body and to be allocated by SWLEP pursuant to the Assurance Framework;

Projects/Programmes the schemes allocated the Funding;

Scheme Promoters means Wiltshire or Swindon or such other organisation which supports and promotes any of the Projects or Programmes;

The SWLEP Assurance Framework means the Swindon and Wiltshire Local Enterprise Partnership (SWLEP) Assurance Framework dated March 2015, a copy of which is set out in Schedule 2.

1.1 Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

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

1.2.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom;

1.2.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;

2 Duration

2.1 This Agreement shall commence on the date hereof and shall continue in effect until either Wiltshire or Swindon terminates the Agreement in accordance with Clause 13 of this Agreement.

3 Roles and responsibilities

3.1 It is the overriding responsibility of SWLEP to ensure that SWLEP allocates or otherwise deals with the Funding in such a way which does not breach the terms and conditions upon which Wiltshire as Accountable Body has received the Funding for the purposes of the SWLEP and is in accordance with the SWLEP Assurance Framework.

3.2 The roles and responsibilities of the Parties are set out in the Schedule 1 to this Agreement.

4 Governance and decision making

4.1 The governance and working arrangements between the Parties shall be in accordance with the SWLEP Assurance Framework.

5 Financial Arrangements

5.1 Unless otherwise agreed, Swindon and Wiltshire is each solely responsible for Projects or Programmes for which either are the Scheme Promoter in their respective administrative areas and in respect thereof for compliance with any grant conditions which shall include the obligation to repay in whole or part the Funding in the event of non-compliance with any conditions.

5.2 As the Accountable Body Wiltshire will enter into any required grant funding or loan agreement with a Scheme Promoter in relation to any part of the Funding allocated to such Scheme Promoter substantially which shall substantially be in the form of Grant Agreement attached in Schedule 3.

5.3 In the event that a Scheme Promoter who is a recipient of any part of the Funding granted by SWLEP fails to comply with the terms and conditions or any other aspect of any grant funding or loan agreement, Wiltshire as the Accountable Body will use reasonable endeavours to recover such sums as may be due and to enforce such terms.

5.4 Wiltshire as the Accountable Body shall:

5.4.1 establish and maintain a financial system to account for all monies received and disbursed on behalf of SWLEP;

5.4.2 transfer, subject to due diligence, the Funding for the Projects/Programmes on behalf of the SWLEP ;

5.4.3 receive income and make timely payments for and on behalf of SWLEP;

- 5.4.4 maintain proper records of all monies received and disbursed for SWLEP and make such records available for inspection by both internal and external regulators;
 - 5.4.5 arrange regular audit examination of SWLEP activities with regards to use of public resources and, following each audit, present a report to SWLEP with recommendations to strengthen their governance and management practices;
 - 5.4.6 supply, as necessary, completed statements of income, expenditure and disbursement to SWLEP, funding organisations, central government and external auditor.
- 5.5 Interest shall accrue on the Funding which shall be held by Wiltshire and as agreed between the Parties distributed, taking into account the reasonable costs of Wiltshire for acting as the Accountable Body. The Parties will use their reasonable endeavours to agree a more detailed procedure in relation to such interest during the continuance of the Agreement.
- 5.6 Where all the Parties agree, and in the event that there is a requirement to undertake any re-profiling of the Funding in any Financial Year, that part of the Funding which has been the subject of such re-profiling shall be available to either Wiltshire or Swindon for any of their respective capital projects. Such amount of such Funding utilised by either Swindon or Wiltshire in accordance with this Clause 5.6 shall be provided for in either of the Party's budgets for the next Financial Year and immediately reimbursed to SWLEP at the start of the next Financial Year.
- 5.7 SWLEP and Swindon shall:
- 5.7.1 Co-operate with and assist Wiltshire acting in its role as accountable body in undertaking the day to day responsibility for financial matters;
 - 5.7.2 Co-operate with and assist Wiltshire in regular audit examinations of all operating systems;
 - 5.7.3 Report any financial irregularity or suspected irregularity in the use of any of the Funding to Wiltshire.

6 Record Keeping and Communication

- 6.1 The Parties shall ensure that a proper record is kept of the proceedings of the SWLEP.
- 6.2 A communication protocol in relation to publicity and disclosure of

information shall be agreed between the Parties including the management and timing of such communications.

7 Freedom of Information

7.1 SWLEP and Swindon acknowledges that Wiltshire as Accountable Body is subject to the requirements of the FOIA and the EIR and shall:

7.1.1 provide all necessary assistance and cooperation as reasonably requested by Wiltshire to enable Wiltshire to comply with its obligations under the FOIA and the EIR; and

7.1.2 provide Wiltshire with a copy of all information belonging to Wiltshire requested in the Request for Information which is in its possession or control in the form that Wiltshire requires within 7 Working Days (or such other period as Wiltshire may reasonably specify) of Wiltshire's request for such information; and

7.1.3 not respond directly to a Request for Information unless authorised in writing to do so by Wiltshire.

7.2 SWLEP and Swindon acknowledges that Wiltshire may be required under the FOIA and the EIR to disclose Information concerning this Agreement without consulting or obtaining consent from either the SWLEP or Swindon. In these circumstances Wiltshire shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the SWLEP or Swindon advance notice, or failing that, to draw the disclosure to the SWLEP or Swindon's attention after any such disclosure.

7.3 The Parties acknowledge that where any of them receives a Request for Information not relating to Wiltshire as Accountable Body but otherwise in relation to Projects and Programmes, such a Request for Information will be dealt with by the recipient in accordance with the provisions of the FOIA.

8 Data Protection

8.1 The Parties shall comply with their obligations under the Data Protection Act 1998 in the performance of their obligations under this Agreement.

8.2 The provisions of this Clause 8 shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

9 Confidentiality

9.1 Neither Party will use or disclose any confidential information provided by the other pursuant to this Agreement otherwise than for the performance of

their obligations under this Agreement, save as may be otherwise agreed or required by law.

9.2 For the avoidance of doubt, confidential information shall not include:

9.2.1 any information obtained from a third party who is free to divulge such information;

9.2.2 any information which is already in the public domain otherwise than as a breach of this Agreement; or

9.2.3 any information which was rightfully in the possession of a Party prior to the disclosure by the other Party and lawfully acquired from sources other than the other Party.

9.3 Subject to Clause 9.2 the Parties shall not make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the agreement of the Parties

10 Equality

10.1 The Parties shall perform its obligations under this Agreement in accordance with:

10.1.1 all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

10.1.2 any applicable equality and diversity policy of the Parties from time to time; and

10.1.3 take all necessary steps, and inform each other of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

11 Social Value

11.1 In performing their obligations in pursuance of these this Agreement the Parties shall comply with the requirements of Public Services (Social Value) Act 2012.

12 Environmental

12.1 In performing their obligations in pursuance of this Agreement the Parties shall at all times co-operate with each other to improve environmental

performance where it is not detrimental to the interests of any Party to do so.

13 Termination on notice

13.1 This Agreement shall continue in full force and effect unless or until either Wiltshire or Swindon serve at least twelve months' notice to terminate to the other Parties or by mutual agreement of the Parties at any time.

14 Disputes

14.1 Prior to action under paragraph 79 of the SWLEP Assurance Framework, if any Party has any issues, concerns or complaints about any matter relating to this Agreement that Party shall notify the other Party/Parties and the Parties shall then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to the Corporate Director and the Chief Executive to resolve such dispute negotiating on the basis of good faith.

14.2 If any Party receives any formal inquiry, complaint, claim or threat of action from a third party they shall notify the other Parties and co-operate with each other to respond, or take such action, as is appropriate and/or necessary.

15 The Contracts (Rights of Third Parties) Act 1999

15.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement but this does not affect any rights which are available apart from this Act.

16 General

16.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

16.2 The Agreement cannot be varied except in writing signed by a duly authorised representative of the Parties.

16.3 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.



- 16.4 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 16.5 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 16.6 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 16.7 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

17 Notices

- 17.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or e-mail to the address of the relevant Party set out below, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

18 English Law

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

IN WITNESS WHEREOF the parties have signed this Agreement as a Deed on the day and year first before written.

EXECUTED as a DEED BY)
THE COMMON SEAL OF WILTSHIRE)
COUNCIL being affixed hereto and)
authenticated by the undermentioned person)
authorised by the Council to act for that purpose:)

.....
Authorised Signatory

EXECUTED as a DEED BY)
THE COMMON SEAL OF SWINDON BOROUGH)
COUNCIL being affixed hereto and)
authenticated by the undermentioned person)
authorised by the Council to act for that purpose:)

.....
Authorised Signatory

.....
Signed for and on behalf of
SWINDON AND WILTSHIRE LOCAL ENTERPRISE PARTNERSHIP



Schedule I

Roles & Responsibilities

I.1 Wiltshire shall:

- I.1.1 Ensure that the decisions and activities of the SWLEP conform with legal requirements with regard to freedom of information, equalities, the environment and other matters.
- I.1.2 Ensure (through the Section 151 officer) that funds are used appropriately using the same checks that Wiltshire Council would of its own funds and in line with any grant conditions in the grant condition letter through a Section 31 Grant Determination (and not for its own purposes or without consent of the SWLEP).
- I.1.3 Ensure that the SWLEP Assurance Framework is being adhered to.
- I.1.4 Ensure the official record of SWLEP proceedings is maintained and having access to all relevant SWLEP documents.
- I.1.5 Take responsibility for the decisions of the SWLEP in approving schemes (e.g. if subjected to legal challenge) as per the Legal Frameworks and Agreements between the Accountable Body, SWLEP and Scheme Promoters.
- I.1.6 Ensure that there are arrangements for local audit of funding allocated by the SWLEP comparable to Wiltshire Council's own arrangements for local authority spend.

I.2 SWLEP shall:

- I.2.1 Comply with the SWLEP Assurance Framework.
- I.2.2 Develop strategic economic plans and policies, including amendments to the Swindon and Wiltshire Strategic Economic Plan.
- I.2.3 Identify a prioritised list of schemes within the available budget including under / over programming to enable prudent management.
- I.2.4 Make decisions based on the scrutiny of individual scheme business cases.
- I.2.5 Approve the release of funding in consultation with the Accountable Body Section 151 Officer and in accordance with the Accountable Body Legal Agreement to the relevant scheme promoter in line with any grant conditions in the grant condition letter through a Section 31 Grant Determination.
- I.2.6 Using reasonable endeavours ensure value for money is achieved.
- I.2.7 Monitor progress of scheme delivery and spend.
- I.2.8 Use reasonable endeavours to ensure on-time delivery of schemes to the programme.
- I.2.9 Actively manage the devolved budget and programme to respond to changed circumstances.



swindonwiltshire

Local Enterprise Partnership

1.3 Swindon shall:

- 1.3.1 Comply with the terms and conditions of the Funding received by Wiltshire as the accountable body in relation to SWLEP pertaining to the administrative area of Swindon.
- 1.3.2 Comply with the SWLEP Assurance Framework.
- 1.3.3 Provide all necessary assistance to SWLEP and Wiltshire in relation to Projects and Programmes which operate in the administrative area of Swindon.

for approval





swindonwiltshire

Local Enterprise Partnership

Schedule 2

SWLEP Assurance Framework

(See Section F of the Governance Framework)

for approval



H Code of Conduct

All members of the SWLEP Board, its Subgroups and officers shall, when carrying out any duties or responsibilities on behalf of the SWLEP, abide by the 7 principles of public life: as set out in Section 28 of the Localism Act 2011⁴;

1. Selflessness;
2. Integrity;
3. Objectivity;
4. Accountability;
5. Openness;
6. Honesty; and
7. Leadership

Board Members are expected to conduct themselves in accordance with these principles, which underpin the purpose and provisions of the Code of Conduct. The 7 principles of public life are taken to be consistent with the following:

Selflessness	Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other benefits for themselves, their family or their friends
Integrity	Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.
Objectivity	In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.
Accountability	Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.
Openness	Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands it.
Honesty	Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.
Leadership	Holders of public office should promote and support these principles by leadership and example.

On joining the SWLEP Board, all members shall make a written declaration of their agreement to the Board's Governance Framework which includes this code of conduct.

⁴ <http://www.legislation.gov.uk/ukpga/2011/20/section/28/enacted>

Gifts and Hospitality

1. All Members of the Board should follow the gifts and hospitality policy of Wiltshire Council as the Accountable Body as set out in Part 12 of its Constitution⁵.

Complaints and Whistle-Blowing

2. Any individual or organisation is entitled to make a complaint about the work of the SWLEP if they feel that it is not being conducted in accordance with the Governance Framework. All complaints will be dealt with by the Accountable Body using the Accountable Body's complaints procedure⁶.

for approval

⁵ <https://cms.wiltshire.gov.uk/mglistgifts.aspx?bcr=1>

⁶ <http://www.wiltshire.gov.uk/council/complaints/complaintsmakingacomplaint.htm>



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Local Enterprise Partnership

I Transparency Code

The SWLEP shall comply with the spirit of the Local Government Transparency Code 2015.

for approval

