



Swindon & Wiltshire

LOCAL ENTERPRISE PARTNERSHIP

SWLEP Governance Framework

November 2023



GOVERNANCE FRAMEWORK

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Governance Framework

Introduction

In 2019, the Swindon and Wiltshire Local Enterprise Partnership Limited¹ (SWLEP) was incorporated as a company limited by guarantee with the object to bring about sustainable economic growth. Its change in legal status from a non-statutory partnership was the result of the ‘Strengthening Local Economic Partnerships Review’ published by HM Government in July 2018.

The company continues to play a central role in determining local economic priorities and undertaking activities to drive inclusive economic growth. The SWLEP works closely with Swindon Borough Council and Wiltshire Council alongside a wide range of local private sector organisations and the Military.

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 (people), infrastructure, place, business environment and ideas.

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 procedures for the allocation and award of funding
- G. Accountable Body agreement
- H. Code of conduct
- I. Transparency code
- J. Remuneration and expenses policy
- K. SWLEP Board recruitment
- L. Complaints policy
- M. Whistle-blowing policy

¹ The Swindon and Wiltshire Local Enterprise Partnership became incorporated as a company limited by guarantee on 14 January 2019.

A. Role and Governance Principles

1. 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 sustainable and inclusive economic growth. It is a primary partnership between the business community and the two local authorities; Swindon Borough Council and Wiltshire Council. In response to the Government's Strengthening Local Enterprise Partnerships report (July 2018), SWLEP became incorporated as a company limited by guarantee on 14 January 2019.

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'² in the area by:

- Ensuring that strategies for achieving sustainable and inclusive economic growth 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 Vision

In March 2020, the SWLEP Board published the Swindon and Wiltshire Local Industrial Strategy which sets out its priorities for the next 10-15 years. Its vision is:

To ensure all of our communities benefit from inclusive and sustainable growth, making the Swindon and Wiltshire area world-renowned for its convergence of innovation, entrepreneurialism and great quality of life.

This will be achieved by targeted activity to develop our people, infrastructure, places business environment and innovation activity.

² 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 Implementation Plan. Key drivers are to:

- Increase the GVA of the area; and
- Create new, high value and highly skilled jobs.

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, that is, conditions or actions which are likely to encourage growth in existing areas or development of new areas; and
 - 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, for example, 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 Swindon and Wiltshire Local Industrial Strategy;
- Administering and/or providing grants or other funding for activities likely to contribute to economic growth and job creation;
- Promoting the benefits of the Swindon and Wiltshire area as a location for the expansion, business creation 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 sustainable and inclusive economic growth;
- Identifying additional opportunities for the unitary authorities 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 including peer review and sharing best practice.

5. Governance principles

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

1. Operates in accordance with its Governance Framework and Assurance Procedures (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 Swindon and Wiltshire 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 by the Department of Business Energy and Industrial Strategy's Annual Performance Review, and relevant benchmarking against other LEPs; and
 - c. Appropriate transparency through public reporting of:
 - i. Governance arrangements and the Assurance Procedures
 - ii. Decisions
 - iii. Planned and completed activities
 - iv. Engagement with business and stakeholders
 - v. Progress against the delivery of the Swindon and Wiltshire Local Industrial Strategy.
 - vi. Scrutiny of its operation by the Joint Scrutiny Panel.
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 Executive.
 - d. "The SWLEP" means the SWLEP Board plus the operation of its activities through the Executive.

Roles and responsibilities

3. The Board is responsible for the SWLEP's performance in accordance with its Role and Governance Principles (Section A). In particular, the Board shall:
 - a. produce strategic economic plans in line with government guidance;
 - b. produce an annual report reviewing progress against delivery of the LIS including a financial statement regarding funds within SWLEP's direction or control; the total amounts committed to external organisations; total amounts committed to suppliers to purchase goods, works or services; and the total amounts incurred in running the partnership;
 - c. produce an annual delivery plan and setting out priority actions for the forthcoming year; and
 - d. ensure that the SWLEP complies with its Governance Framework and the terms of the Assurance Procedures.
4. Make 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 the end of September each year. Prior to agreeing the work plan the Board shall carry out appropriate consultation with stakeholders and the Executive with regard to proposed activities and associated resource implications. SWLEP's annual delivery plan will be agreed by the Board by 31 March each year.
6. The Board shall provide information and co-operation as reasonably requested by the Joint Scrutiny Panel (Appendix I) to enable it 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 SWLEP Chief Executive Officer (SWLEP CEO) or direct the SWLEP CEO 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 Procedures (Section F); its Scheme of Delegation (Section D); and its Finance and Commissioning Policy (Section E)
9. The role of a Board Director 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 Director agrees to act in accordance with this Governance Framework and, in particular, to comply with the Conflict of Interest policy and the requirements of Company Law.
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; and
 - b. being an effective ambassador for the SWLEP both regionally and nationally.

11. The Executive 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 CEO, the Director of Strategy and Policy, the Head of Resources, the Head of Business Support, the Head of Capital Operations and the Head of Marketing and Communications, otherwise known as the Executive Team;
- b. the Head of Strategic Growth and Place (or equivalent post-holder) at Swindon Borough Council and the Director, Economic Development 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.
- 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 CEO 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 14³ 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 Directors representing the business community who will be appointed on a 3 year basis (which can be extended in accordance with the company's articles of association). The Leaders of the two Unitary Authorities are s members of the SWLEP Board. A permanent seat at the Board will be allocated for a Director to represent the Military and another seat to represent the education sector; these seats will not be tied to a specific Military Service or educational institution or organisation. The Military and education sector representatives will be appointed on a three-year basis (which can be extended in accordance with the company's articles of association). The composition of the Board and the selection, appointment and tenure period for the Chair and Deputy Chair Board Member are set out in full in the SWLEP Assurance Procedures. The Senior Whitehall Sponsor, the BEIS⁴ 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 Director 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 Remuneration, Search and Audit Panel (Appendix 2) recommends to the Board the total remuneration packages for the Chair, SWLEP CEO and SWLEP staff and it meets annually.

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 virtual meetings

³ During periods of Board Member recruitment the number of Board Members may fall below this lower limit temporarily.

⁴ Department for Business Energy and Industrial Strategy (BEIS)

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.

20. The Board will conduct its business in an open and transparent manner in compliance with the guidelines set out in the National Local Growth Assurance Framework. It 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 Procedures. 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 and 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, that is, 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 Procedures.

- d. include appropriate reports on:
- the activities of Board Subgroups (Appendix 3) 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.
- 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 a representative 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. Any nominations under paragraph c should be notified to the Chair and the SWLEP CEO in advance of the meeting and must be minuted.
- d. Board Directors who are unable to attend a Board meeting can lodge their vote, or abstain from it, by notifying the Chair no less than 24 hours in advance of the meeting starting or as otherwise specified on a case by case basis to enable business to proceed. Unitary Authority Directors can send their nominated representative to attend the Board in their stead and vote as if they were Board Director.
- e. If neither the director representing the Unitary Authority or their nominated representative can attend, their vote can be lodged with the Chair in the same way as other Board Directors.
- 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. 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 Directors 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 Executive Team, Secretariat, employees or members of the Unitary Authorities who are not Board Directors, 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 Directors of the need to declare any conflicts of interest or potential conflicts of interest in relation to specific agenda items. Board Directors must declare any such conflicts or potential conflicts prior to the start of discussion on the relevant agenda item, and any declaration of interest will be included in the minutes of the Board meeting and the on the relevant Director's register of interest. 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 Procedures. 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 any Director expresses a concern that a proposal would, if accepted, result in a risk of breaching regulatory or accounting requirements, 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 Directors shall have due regard to the views of the S151 Officer acting as SWLEP's Accountable Body and 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. Except where paragraph l applies, each Board Director 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.
 - l. Where the Board is considering a proposal to agree its annual business plan pursuant to paragraph 5 and a vote is required because consensus has not been achieved under paragraphs i and j, the plan shall not be regarded as agreed unless:
 - at least 50% of the other Board members present and voting cast their votes in favour of accepting the plan.
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 ten 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 SWLEP CEO in accordance with the Scheme of Delegation. Where the Board delegates any specific actions to the SWLEP CEO, subgroup, 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 SWLEP CEO shall report appropriately to each Board meeting in accordance with the SWLEP's Assurance Procedures on progress in respect of such delegations and commissioned work.
27. The Board may delegate decisions or actions to a subgroup or other Board working group only as provided for in the Scheme of Delegation. Any such subgroup or working 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. It is a time limited task and finish group to consider or progress a particular issue or activity.
29. The Board may establish one or more Board subgroups 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 Local Industrial Strategy;

- c. There is a clear statement of the proposed terms of reference, outputs and membership of the subgroup, and the scope of work proposed appears to be appropriate and reasonably practicable;
- d. The resources required to enable the subgroup 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 Local Industrial Strategy.

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 subgroup shall include a clear statement of the subgroup's terms of reference, membership and chairing .
- 31. The Board shall permit any subgroup to continue in operation only for as long as it continues to meet the conditions in paragraph 25.
- 32. The membership of a Board subgroup must include a minimum of one Board member who shall usually be the Chair of the subgroup.
- 33. Each Board subgroup 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 as set out in the Accountable Body Agreement (Section G). 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).

Annual General Meeting

37. As a company limited by guarantee, SWLEP will hold an annual general meeting which will be open to its members as required by company law. There will be the opportunity for members to ask questions at this meeting.

Appendix I: Joint Scrutiny Panel Terms of Reference

1. General

These terms of reference set out the membership, remit, responsibilities and reporting arrangements of the SWLEP Joint Scrutiny Panel (also referred to as the Panel in this document).

2. Background

Local Enterprise Partnerships (LEPs) were established as locally-derived business-led partnerships between the private and public sector that would drive local economic growth. Their role has developed considerably since 2010 and LEPs now have responsibility for around £12 billion of public funding and are the mechanism for channelling the Local Growth Fund and other funding to localities.

As the role of LEPs has developed, the Government has reviewed the statement of arrangements it expects to see in place within each LEP. This is set out in the National LEP Assurance Framework issued by the Department for Communities and Local Government (DCLG) and is one element of the wider assurance system around LEPs. The National Assurance Framework sets out what government expects LEPs to cover in their local assurance frameworks and the last revision was issued in November 2016. That revision strengthens the rules which LEPs must follow to ensure greater transparency and accountability on how public money is spent.

The outcome of a Review of Local Enterprise Partnership Governance and Transparency, led by Mary Ney, Non-Executive Director, DCLG Board, in October 2017, reinforced the importance and value of independent scrutiny.

In 2014 the SWLEP adopted an Assurance Framework which included provision for joint scrutiny arrangements between Wiltshire Council and Swindon Borough Council. This led to the creation of a Joint SWLEP Scrutiny Task Group containing membership from Swindon Borough and Wiltshire non-executive councillors. The objectives of the joint task group were to act as a “critical friend” and develop an overview of strategies and plans, and to provide independent scrutiny of the work of the SWLEP Board and Joint Strategic Economic Committee (JSEC).

In addition, the SWLEP is accountable for its governance, strategy and delivery to central government through the departments of Business Energy and Industrial Strategy and Housing, Communities and Local Government. The SWLEP has always been a leader within the LEP Network on transparency and democratic accountability.

The SWLEP acquired a legal personality when it incorporated as a not-for profit company limited by guarantee on 14 January 2019. The change of status provided an opportunity to review the local scrutiny arrangements and engage both local non-executive councillors and business leaders in a new scrutiny process.

Following consultation of the Joint Scrutiny Task Group, at its meeting on 26 September 2019, the SWLEP Board resolved to establish a Joint Scrutiny Panel, comprising equal membership from Swindon Borough Council, Wiltshire Council and SWLEP Ltd (as further detailed in the Terms of Reference).

3. Purpose

This Panel will act as a critical friend, developing an overview of strategies and plans and providing independent scrutiny of the work of the SWLEP Board. It is an essential element of assuring democratic accountability for the use of public funds.

The objective is to make constructive recommendations for how future decisions of the SWLEP can be effectively implemented.

The Panel will not have the power to delay the SWLEP's decisions but it will be able to make recommendations for improvement to the SWLEP's decision making process and will be able to make its conclusions public.

4. Effective scrutiny

The Centre for Public Scrutiny has previously identified four Effective Scrutiny Principles, in that it:

- a. Provides critical friend challenge to decision-makers;
- b. Enables the voice and concerns of the public and its communities;
- c. Is carried out by independent minded governors who lead and own the scrutiny process; and
- d. Drives improvement in public services.

Some key concepts for the Panel to consider are that scrutiny should:

1. Be independent of the SWLEP Board;
2. Be inclusive, structured, non-adversarial and cross-party;
3. Offer constructive challenge to prompt SWLEP Board reflection;
4. Make recommendations which are evidence based;
5. Be part of a wider web of accountability, which may include partners and the public;
6. Not unnecessarily duplicate other assurance activity;

7. Be appropriately challenging and use effective questioning techniques;
8. Ensure value for money; and
9. Provide high levels of assurance.

5. Responsibilities – Terms of Reference

It should be noted that the SWLEP Joint Scrutiny Panel does not fall under the banner of ‘Overview and Scrutiny’ as defined by the Local Government Act 2000 in that it will no longer be a body jointly formed by the two participating councils. However, the two councils will be asked to appoint nonexecutive councillors to the Panel and it will therefore still provide a scrutiny function led predominantly by democratically elected councillors.

The panel will foster and encourage an inclusive, structured, non-partisan and non-adversarial approach which is reliant on evidence rather than anecdote, to perform all scrutiny function on behalf of both Councils in respect of the SWLEP.

The panel will develop and approve an annual forward work programme consisting of long-term review of SWLEP programmes, but allowing enough flexibility and time for the review of other significant decisions as they arise in the year, including (but not limited to) any of the following:

Review the decision making of the SWLEP, and any sub-committees, to ensure due process has been followed and there is a transparent audit trail;

Review the delivery of SWLEP projects, with the possibility of a “deep dive” exercise on chosen projects or topics if required;

Review the implementation of the SWLEP strategies, including, but not limited to, the Local Industrial Strategy and its implementation plan and identify opportunities for improvement;

Review the output and outcomes information of the SWLEP programmes to ensure the SWLEP activities are having a beneficial impact on the economy of the SWLEP area;

Review the governance of the SWLEP to ensure that it is meeting the required standards, as set down by Central Government, and the highest standards of transparency;

Make recommendations to the SWLEP Board, and any other relevant sub-committee, on improvement to the SWLEP’s decision making process. All recommendations must be realistic and achievable in order for the Panel to make an impact and to be a credible voice within the assurance framework.

To liaise with other equivalent panels over the development and dissemination of best practice with regards to scrutiny of LEPs.

The panel will produce an annual report for the SWLEP Board, which will also be presented to the relevant Overview and Scrutiny Committee for each of the authorities, and will produce such other reports from time to time as required either by the SWLEP Board or on the initiative of the Scrutiny Panel.

6. Membership

Membership: The panel will have a membership of nine, made up of:

1. Three business leaders who are members of SWLEP Ltd but are not represented on the Board of the company;
2. Three non-executive councillors from Swindon Borough Council; and
3. Three non-executive councillors from Wiltshire Council.

Appointment: subject to agreement by the two local authorities, the relevant Overview and Scrutiny Committee for each will appoint its respective three non-executive councillors, and the SWLEP will appoint its three “non-SWLEP board” members.

Term of office: each Local Authority member will be appointed for a whole municipal year, and consideration should be given to local election patterns where appropriate. Business members will be appointed for an initial period of three years from the date of joining the Panel.

Chair: to be elected from each membership group on an annual rotating basis, at the panel’s discretion. The panel will elect its Chair at its first meeting for the remainder of that calendar year and the calendar year to follow if less than six months after the first meeting. After that a chair will be appointed at the first meeting of the panel after the start of the calendar year and for the duration of that calendar year.

The Chair has the following duties:

1. To set the Agendas for meetings, having regard to the advice of support officers;
2. To develop a draft Annual Work Programme, having regard to the advice;
3. of support officers;
4. To facilitate the smooth running of each meeting;
5. To ensure that Members of the Panel have an equal voice and an opportunity to discuss and debate items of interest;
6. To ascertain the sense of the meeting and ensure realistic recommendations are developed;

7. To resolve any dispute in meetings through the exercise of his/her powers;
8. To lead the Panel in its role as critical friend;
9. To be a champion for the scrutiny role; and
10. To present the panel's annual report to relevant committees, or delegate representation to another member of the panel where required.

Quorum: the meeting will require three members representing more than one membership group to be present to be quorate.

Attendance: members of the panel are expected to attend no less than 50% of the meetings of the panel. Issues with attendance will be reported to the SWLEP Board and the relevant Overview and Scrutiny Committee.

7. Meetings

The Joint Scrutiny Panel will meet no less than four times a year and no more than six times a year, unless an additional meeting is either requested or approved by the SWLEP Board to undertake a specific scrutiny exercise.

Meetings will be set on a pattern, day and time, to suit members of the panel and will be reviewed on a yearly basis; or following significant membership changes.

8. Witnesses

The Joint Scrutiny Panel will be able to request attendance from Project Managers, members of the SWLEP Board (and any sub-committees) as well as key partners' representatives for SWLEP projects.

The panel would first seek advice from the SWLEP's Chief Executive, to ensure that relevant witnesses are approached.

9. Agendas and minutes

Agendas and minutes for the SWLEP Joint Scrutiny Panel will be supported by Wiltshire Council's Overview and Scrutiny team and accessible on the SWLEP website.

Agendas and minutes will also be circulated directly to the members of the panel and any witness presenting evidence at the meeting.

10. Confidentiality

Agendas and minutes from the meetings, can be shared externally unless expressly stated as confidential or in draft form.

Members of the Panel are required to respect confidentiality of specific topics discussed at the meeting as requested by other members or witnesses.

11. Reporting and Monitoring

The Joint Scrutiny Panel reports directly to the SWLEP Board. The SWLEP Board will monitor the efficiency of the Joint Scrutiny Panel, including through its annual report.

The Panel's annual report will also be presented to the relevant Overview and Scrutiny Committee for both local authorities.

12. Review of the Joint Scrutiny Panel

At a minimum the terms of reference will be reviewed annually to ensure that they remain aligned with government policy around accountability and transparency.

These may be reviewed sooner, either at the SWLEP Board or Panel's request, should there be significant changes to government policy or if the Terms of References set are preventing the Joint Scrutiny Panel from fulfilling its purpose.

Any proposed changes to the Terms of Reference will also be presented to both local authorities' relevant Overview and Scrutiny Committee for consideration.

Appendix 2: Remuneration Search and Audit Panel Terms of Reference

1. Governance

- 1.1. The Remuneration, Search and Audit (RSA) Committee shall be accountable to the SWLEP Board and must operate at all times within the parameters of the SWLEP Governance Framework. The decisions and business of the RSA Committee shall be subject to the overview and scrutiny function set in place for the SWLEP.

2. Membership

- 2.1. The RSA Panel shall comprise five SWLEP Board members, all of whom shall be independent non-executive Board members and will include the Chair of the Board.
- 2.2. Members of the RSA Panel shall be appointed initially by the Board and thereafter by the Board in consultation with the Chair of the Panel. Appointments shall be for a period of up to three years extendable by no more than one additional three-year period concurrent with their appointment as a SWLEP Board Member.
- 2.3. The Board shall appoint the committee chair. In the absence of the committee chair the remaining members present shall elect one of themselves to chair the meeting. The Chair of the Board shall not be chair of the committee.
- 2.4. Only members of the committee and the committee secretary shall have the right to attend the RSA Panel meetings. However, other individuals such as the Director, the heads of human resources of Swindon Borough Council and Wiltshire Council and external advisers may be invited to attend for all or part of any meeting, as and when appropriate and necessary.

3. Secretary

- 3.1. The meeting schedule will be arranged by the SWLEP's Executive Assistant and the noting of action points and decisions will be managed within the membership of the group.

4. Quorum

- 4.1. The quorum for a meeting shall be three Board Members. No business shall be transacted unless a quorum is present. If a quorum ceases to be present during a meeting the meeting shall be adjourned to a date to be agreed or determined by the Chair.

5. Meetings and papers

- 5.1. The RSA Panel shall meet at least once a year.

- 5.2. Meetings of the committee shall be called by the secretary of the committee at the request of the committee chair.
- 5.3. The agenda and supporting papers shall be circulated electronically to the members of the committee and any other person required to attend at least five working days before the meeting.
- 5.4. Notice of each meeting confirming the venue, time and date together with an agenda and supporting papers, shall be forwarded to each member of the committee and any other person required to attend, no later than five working days before the date of the meeting.
- 5.5. The secretary shall minute the proceedings and resolutions of all committee meetings.
- 5.6. Draft minutes of committee meetings shall be circulated promptly to all members of the committee. Once approved, minutes will be distributed within ten working days following the meeting.
- 5.7. The committee chair should attend the SWLEP Board to answer any questions on the RSA Panel activities.

6. Duties

Remuneration:

- 6.1. recommend to the Board the total remuneration packages for the Chair and Chief Executive Officer. No individual shall be permitted to take part in any meeting at which their own remuneration is discussed;
- 6.2. recommend to the Board SWLEP's remuneration policy, taking into account all factors which it deems necessary including relevant legal and regulatory requirements, the provisions and recommendations of the UK Corporate Governance Code and the pay, expenses and reward policy of Wiltshire Council in its capacity as the SWLEP's Accountable Body;
- 6.3. have in mind the objective of attracting, retaining and motivating executive management of the quality required to run the SWLEP successfully without paying more than is necessary, having regard to views of the SWLEP partners and other stakeholders. The remuneration policy should have regard to the risk appetite of the SWLEP and alignment to the partnership's long strategic term goals;
- 6.4. have regard to pay and employment conditions across the partnership, especially when determining annual salary increases;

- 6.5. review on an annual basis the on-going appropriateness and relevance of the remuneration policy;
- 6.6. obtain reliable, up-to-date information about remuneration in other Local Enterprise Partnerships and comparable business organisations;

Search

- 6.7. To advise on the appointment of the SWLEP Board Directors and support the recruitment of the SWLEP CEO.
- 6.8. Support searches as required for potential candidates as Directors on the SWLEP Board.
- 6.9. Support recruitment to vacancies on the SWLEP Board in line with SWLEP's recruitment policy.
- 6.10. Make recommendations to the SWLEP Board for the appointment of Board Directors and/or the SWLEP.
- 6.11. Review the contribution of the CEO or Board Director whose term of office is to expire and make recommendations to the Board on any re-appointment with the maximum term of office set out in the Governance Framework.
- 6.12. Make recommendations concerning the induction, training and development needs of Board Directors.

Audit and finance

- 6.13. Ensure there are satisfactory financial systems and systems of financial and operational control, and that any published financial reports comply with statutory requirements.
- 6.14. Ensure there is an Annual General Meeting of SWLEP Limited held.
- 6.15. Make any necessary spending recommendations to the Board which are compliant with s151 of 1972 Act including the safeguarding of public money, best value, and value for money.
- 6.16. Make arrangements for local external audit of funding allocated by the SWLEP and act as the link between the company's auditors and the Board.
- 6.17. Oversee SWLEP's risk profile to support long term financial sustainability and viability of the company.
- 6.18. Ensure the adequate control and maintenance of the company's assets.

- 6.19. Mitigate losses and suggest corrective actions when necessary in alignment with the company's long-term strategic goals.
- 6.20. Develop, maintain, and advise the Board on the company's reserves and ensure the SWLEP Limited allocates its reserves responsibly in line with this policy and its Articles of Association.
- 6.21. Consider the SWLEP's financial reports, management accounts and annual financial accounts and make recommendations to the Board.
- 6.22. Review the budget on an annual basis and monitor income and expenditure on a quarterly basis set within the context of a rolling five-year financial plan.

Other

- 6.23. request funding, if required, up to an agreed amount to appoint remuneration consultants, legal or other professional advice and to commission or purchase any reports, surveys or information in line with the SWLEP's procurement policy which it deems necessary to perform its role;
- 6.24. ensure that contractual terms on termination, and any payments made, are fair to the individual, and the SWLEP, that failure is not rewarded and that the duty to mitigate loss is fully recognised;
- 6.25. recommend the policy for the payment of expenses to Board Members and staff members not covered by the policies of the Accountable Body.

7. Reporting responsibilities

The Remuneration Panel shall:

- 7.1. report to the SWLEP Board on its proceedings after each meeting on all matters within its duties and responsibilities;
- 7.2. make whatever recommendations to the Board it deems appropriate on any area within its remit where it deems that action or improvement is needed;
- 7.3. ensure that provisions regarding disclosure of information, as set out in the SWLEP Governance Framework, are fulfilled and produce a report of the company's remuneration policy and practices to be included in the company's annual report. If the committee has appointed remuneration consultants, the annual report of the company's remuneration policy should identify such consultants and state whether they have any other connection with the SWLEP;
- 7.4. through the Chair of the Board, ensure that the SWLEP maintains contact as required with its local authority partners about remuneration.

8. Other matters

The RSA Panel shall:

- 8.1. have access to sufficient resources in order to carry out its duties, including access to the human resources department of the Accountable Body for assistance as required;
- 8.2. be provided with appropriate and timely training, both in the form of an induction programme for new members and on an on-going basis for all members;
- 8.3. give due consideration to laws, regulations and any published guidelines or recommendations regarding the remuneration of Local Enterprise Partnership staff and Board members; and
- 8.4. review its terms of reference at least on an annual basis to ensure it is operating at maximum effectiveness and recommend any changes it considers necessary to the SWLEP Board for approval.

9. Conflicts of interest

- 9.1. The SWLEP Governance Framework includes a Conflicts of Interest Policy and members of the RSA Panel are required to disclose at its meetings, and using the SWLEP's Register of Interests form, any potential conflicts of interest or pecuniary interests (for example, direct financial interest in a scheme through employment or personal gain including any interest as a result of close personal relationships or friendships) which may prevent them from making an impartial decision.

10. Code of Conduct

- 10.1. All members of the Remuneration Panel and any support staff shall, when carrying out any duties or responsibilities on behalf of the SWLEP, abide by the SWLEP's code of conduct as set out in the SWLEP's Governance Framework.

11. Variation

- 11.1. These terms of reference shall be reviewed by the SWLEP Board on an annual basis but can be amended as required to meet the current and evolving needs of the RSA Panel with the agreement of the Board.

12. Agreement

- 12.1. The above Terms of Reference for the SWLEP RSA Panel have been agreed by the SWLEP Board and signed by:



XXXX, Chair SWLEP Board

Date

XXXX, Chair Remuneration Committee

Date

Appendix 3: Subgroup Terms of Reference

1. Purpose

- 1.1. The Subgroups are responsible for overseeing and providing strategic direction, advice and support to the SWLEP Board to ensure the Swindon and Wiltshire Local Enterprise Partnership's strategic objectives are delivered successfully.
- 1.2. As of November 2023, there are two Subgroups:
 - Skills and Talent;
 - Business Ideas and Place

2. Governance

- 2.1. The Subgroups shall be accountable to the SWLEP Board and must operate at all times within the parameters of the SWLEP Governance Framework. The decisions and business of each subgroup shall be subject to the overview and scrutiny function set in place for the SWLEP. The Board will set the overall strategic context for the Subgroups and the responsibility for approving project prioritisation rests with the SWLEP Board.

2. Membership

- 2.1. Each Subgroup will comprise at least two non-executive Board Directors, one acting as the Chair and the other as Deputy Chair. Each Subgroup will include up to three businesses representatives who will provide technical advice to aid decision making. In addition, each Subgroup will have a Lead Officer. The Subgroups will determine additional attendees such as experts and temporary members according to need or requirement.
- 2.2. The Chair and Deputy Chair will hold the post for three years, or for the period which is co-terminus with their remaining Board tenure. If the Chair is not present at any meeting the Deputy Chair will preside.
- 2.3. The Lead Officer will liaise regularly with the Chair, help manage the work of the Subgroup and ensure reports for the Board are prepared in a timely and accurate manner and will co-ordinate additional support when required. In addition, the Lead Officer will liaise with the SWLEP over communication and engagement matters.
- 2.4. Only members of the Subgroup and the Executive Assistant shall have the right to attend the Subgroup meetings. However, other individuals and external advisers may be invited to attend for all or part of any meeting, as and when appropriate and necessary. Any SWLEP Board Director can request to attend a meeting as an observer.

3. Subgroup Secretariat

- 3.1. The SWLEP Executive Assistant will provide secretariat and administrative assistance to ensure the efficient functioning of the Subgroup.

4. Quorum

- 4.1. The quorum for a meeting shall be half the total membership plus one to include either the Chair or Deputy Chair and one external business. No business shall be transacted unless a quorum is present. If a quorum ceases to be present during a meeting the meeting shall be adjourned to a date to be agreed or determined by the Chair.

5. Meetings and papers

- 1.1. Each Subgroup shall meet at least five times a year in line with the SWLEP Board meetings.
- 1.2. Meetings shall be called by the Secretariat at the request of the Chair.
- 1.3. Notice of each meeting confirming the venue, time and date together with an agenda and supporting papers shall be circulated electronically to each member of the Subgroup and any other person required to attend, no later than five working days before the date of the meeting.
- 1.4. The Secretariat shall minute the proceedings and resolutions of the Subgroup.
- 1.5. Draft minutes shall be circulated promptly to all members of the Subgroup. Once approved, minutes will be distributed within ten working days following the meeting and will be published on the SWLEP website.
- 1.6. The Chair should attend the SWLEP Board to report on its activities and answer any questions in relation to it made by the Board or members of the public.

6. Duties

- 6.1. The subgroups shall:
 - 6.1.1. Oversee the development, implementation and delivery of the SWLEP's strategic objectives as set out in the LIS;
 - 6.1.2. Provide advice and support to the SWLEP Board on relevant policy matters and issues including consideration of the implications of national Government policy changes on programmes and projects as they arise;

- 6.1.3. Analyse performance information pertaining to their areas of focus and advise the SWLEP Board on emerging implications and opportunities;
- 6.1.4. Ensure strategic linkage and close working with other SWLEP subgroups, relevant Unitary Authority teams and partners;
- 6.1.5. Undertake such other functions as prescribed or agreed upon by the Subgroup and agreed by the Board;
- 6.1.6. Oversee the delivery of their relevant section of the LIS Implementation Plan, undertake stakeholder management activity as required and review the delivery of projects and programmes which fall under its strategic remit (Table 1); and
- 6.1.7. Request funding, if required, up to an agreed amount from the Board to support strategy development and stakeholder management.

Table 1: Overview by subgroup activity

Subgroup	Overview
Skills and Talent	<p>Develop and deliver the Swindon and Wiltshire Skills Plan and Annual Skills Report which is SWLEP's response to People Foundation of Productivity of the Swindon and Wiltshire Local Industrial Strategy.</p> <p>Maintain oversight over SWLEP funded skills and talent projects and the delivery of European and other funded skills projects in order to inform the SWLEP board of emerging strengths and weaknesses.</p> <p>The Chair, to act as the Board Champion for Equality on the SWLEP Board.</p>
Business, Ideas and Place	<p>Develop and deliver the Swindon and Wiltshire Business, Ideas and Place Plan in response to the priorities set out in the Swindon and Wiltshire Local Industrial Strategy.</p> <p>Maintain oversight over SWLEP's Growth Hub and funded business development projects and the delivery of European and other funded business development projects in order to inform the SWLEP board of emerging strengths and weaknesses.</p> <p>Maintain oversight over SWLEP funded infrastructure, place shaping and innovation projects inkling GPIF investment in order to inform the SWLEP board of emerging strengths and weaknesses.</p>

	<p>Oversee and delegate work to the Rural Economy Sector Working Group and maintain oversight of the Business Intelligence and Network Group.</p> <p>The Chair, with the support of the Deputy Chair, to act as the representative of Small and Medium Enterprises on the SWLEP Board.</p>
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7. Reporting responsibilities

- 7.1. Each Subgroup will discuss policy and strategy recommendations for future delivery under their respective area of the Local Industrial Strategy and Plan for Growth.
- 7.2. Subgroups will make whatever recommendations to the Board on any area within its remit where it deems that action or improvement is needed.
- 7.3. Each Subgroup will report to on its proceedings as requested by the Board on all matters within its duties and responsibilities.

8. Conflict of interest

- 8.1. The SWLEP Governance Framework includes a Conflicts of Interest Policy and members of the SWLEP Subgroups are required to disclose at Subgroup meetings and using the SWLEP’s Register of Interests form any potential conflicts of interest or pecuniary interests (for example, direct financial interest in a scheme through employment or personal gain including any interest as a result of close personal relationships or friendships) which may prevent them from making an impartial decision. Depending on the nature of this interest, there may be the need to co-opt another suitable member on to the SWLEP Subgroup for the purpose of making the decision in question.

Code of Conduct

- 8.2. All members of the Subgroup and any supporting staff shall, when carrying out any duties or responsibilities on behalf of the SWLEP, abide by the SWLEP’s code of conduct as set out in the SWLEP’s Governance Framework.
- 8.3. All members of the SWLEP Subgroup and supporting staff shall, when carrying out any duties or responsibilities on behalf of the SWLEP, abide by the seven principles of public life: selflessness; integrity; objectivity; accountability; openness; honesty; and leadership as defined in section 28 of the Localism Act 2011.

9. Variation and dissolution

- 9.1. These terms of reference shall be reviewed by the SWLEP Board on an annual basis but can be amended as required to meet the current and evolving needs of the Operations Committee with the agreement of the Board.
- 9.2. The dissolution of any Subgroup can be made by the SWLEP Board or by the unanimous agreement of the Members and then ratified by the SWLEP Board.

10. Agreement

- 10.1. The above Terms of Reference for the SWLEP Subgroups have been agreed and signed by:

XXXX, Chair _____

Subgroup _____

Date _____

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 Directors must comply with this policy in full. By accepting appointment as a Board Director, 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 SWLEP CEO 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 SWLEP CEO for inclusion in the register (or a nil return if appropriate) as soon as possible following their appointment and shall notify the SWLEP CEO at the earliest opportunity of any changes or additions to their Relevant Interests.
5. The SWLEP CEO 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 SWLEP CEO.
6. Subject to paragraph 8, a Board Director shall not vote or participate in discussions on any matter which relates directly to an organisation or project in respect of which the Board Director 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:

- c. the matter relates to an organisation with which a Board Director or their partner/spouse or family member is associated as an employee, SWLEP CEO, contractor, trustee, member or shareholder;
 - d. the matter may have a particular impact on an organisation with which a Board Director or their partner/spouse or family member is associated as an employee, SWLEP CEO, contractor, trustee, member or shareholder;
 - e. the matter may have a particular impact on a Board Director, their partner/spouse, family member or close friend (that is, an impact greater than the impact on the majority of Council tax payers or other comparable individuals in the area); or
 - f. the Board Director has any other direct personal or financial interest in the outcome of the Board's discussion on the matter.
8. Where a Board Director 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 Directors' Interests. A conflict of interest in relation to a Board Director representing a public sector organisation would, in general terms, only arise where the public sector organisation would derive a direct financial benefit in terms, for example, of a capital receipt being generated, as the result of the decision on the matter to be discussed by the Board.
9. Where a Board Director 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 Director shall not participate in or vote on the relevant matter and may, at the Chair's discretion, be asked to withdraw from the meeting.
10. A disclosure by a Board Director 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 Director or a number of Board Members contravene(s) the SWLEP Code of Conduct, the Board will convene a group of three independent individuals appointed by the SWLEP CEO (The Independent Review Panel), who are not Board Director, 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 Director or number of Board Directors 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 SWLEP CEO will decide whether or not they should make an immediate recommendation to the Board to suspend the Director or Directors 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.

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 Deputy Chair may act in their place.

Standing authorisations to the SWLEP CEO and the Chair: day to day management

3. The SWLEP CEO 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 in the first instance.
5. The SWLEP CEO 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 SWLEP CEO, and to provide financial authorisations to the SWLEP CEO 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 Director 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 Director (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 SWLEP CEO, individual Board Directors, any Board Subgroup 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 Subgroup shall only carry out such activities as are specified within its terms of reference as agreed by the Board under paragraph 28 of the Board Constitution (Section B) 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 appropriate reports on their activities to the Board on request and in accordance with the SWLEP's Assurance Procedures.

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 Deputy 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 Subgroup, the Chair of that Subgroup 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 Subgroup'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 £25,000 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 CEO, or
 - b. in the absence of the CEO, as their delegate, the Director of Strategy and Policy or the Head of Resources.
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 £25,000.
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 Deputy-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 Procedures.

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 thresholds of Wiltshire Council as its Accountable Body⁵.

^{5 5} Part 10 procurement and contract rules of the Wiltshire Council Constitution

Disbursement of grant funding

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

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

F: Assurance Procedures for the Allocation and Award of Funding

Part One: Introduction and background

Introduction

1. The Swindon and Wiltshire Local Enterprise Partnership Limited⁶ (SWLEP) is a company limited by guarantee established to play a central role in determining local economic priorities and undertaking activities to drive sustainable and inclusive economic growth. The SWLEP is able to access government funding to channel investment into the area, in particular to support its strategic objectives relating to people, infrastructure and places, business environment and ideas.
2. This document sets out the SWLEP's Assurance Procedures, outlining governance arrangements including the membership, roles and responsibilities of the Board, working arrangements between the partners, and arrangements for the management of delegated funding from Central Government budgets and programmes in accordance with the Central Government's LEP National Local Growth Assurance Framework 2019.⁷
3. This Assurance Procedure will support the developing confidence in delegating funding from Central Government budgets and programmes via a single pot mechanism (such as Local Growth Fund allocations through the Growth Deal programme or other funding programmes which may succeed it) by demonstrating that there are robust local systems in place which ensure resources are spent with regularity, propriety, transparency and value for money.

Background

4. Central Government requires all Local Enterprise Partnerships (LEPs), as part of their Growth Deal, to agree and implement a single Assurance Procedure covering all Central Government funding flowing through LEPs to ensure robust value for money processes are in place. The SWLEP reviews its Governance Framework annually and publishes each section on its website. The SWLEP Board is required to agree the finalised Governance Framework ensuring key partners are signed up. The accountable local authority must

⁶ The Swindon and Wiltshire Local Enterprise Partnership became incorporated as a company limited by guarantee on 14 January 2019. Registered number 11766448.

⁷ Source:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/768356/National_Local_Growth_Assurance_Framework.pdf

also sign-off the Governance Framework and write to the Accounting Officer at MHCLG certifying that the Governance Framework has been agreed, is being implemented, and that it meets the standards articulated in the national framework.

Strategic objectives

5. The Swindon and Wiltshire Local Industrial Strategy (LIS), sets out the SWLEP's vision and aims. The LIS was published by the SWLEP Board in March 2020, following engagement with the public and business community. The LIS is structured around the five foundations of productivity each of which has a set of aims:

Vision to 2036: To ensure all of our communities benefit from inclusive and sustainable growth, making the Swindon and Wiltshire area world-renowned for its convergence of innovation, entrepreneurialism and great quality of life.

Aims

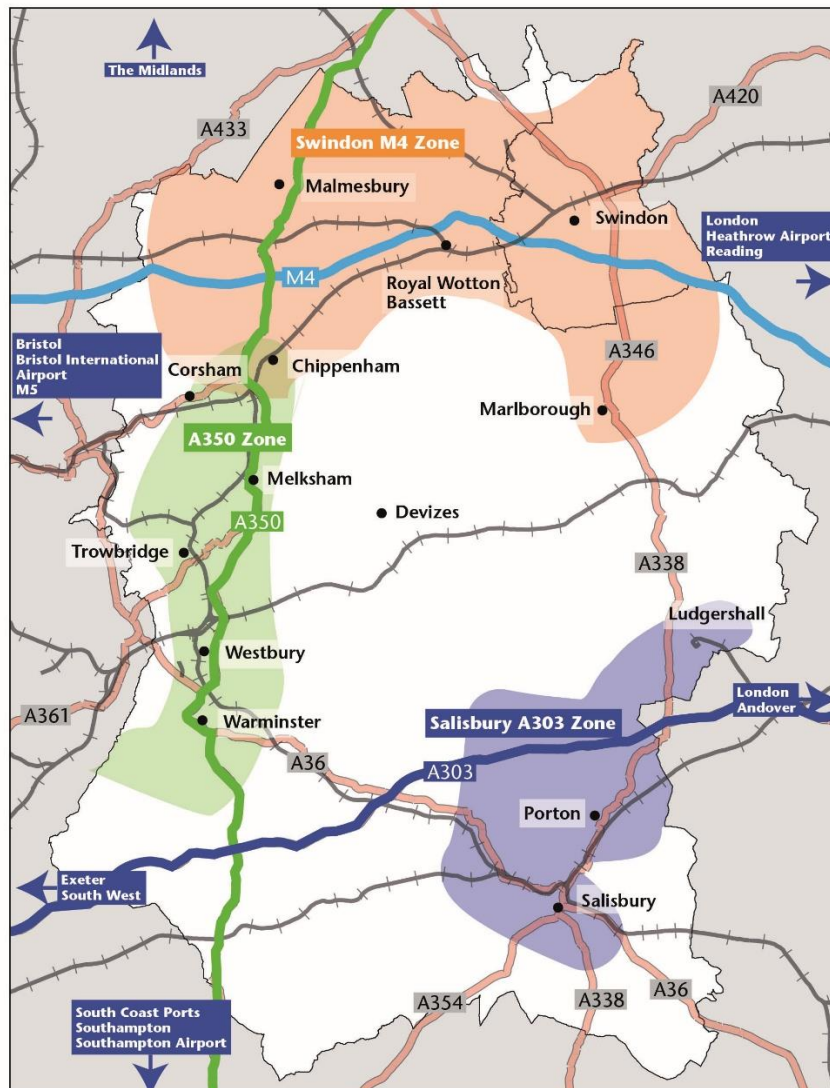
- a. People: address the skills supply and demand imbalance and ensure there is inclusive growth across socio-economic groups;
- b. Infrastructure: further improve digital, road and rail connectivity and tackle capacity constraints in energy, water and waste;
- c. Places: develop resilient, agile and inclusive settlements through a more diversified economy, improved cultural and retail offer and a better understanding of natural capital
- d. Business Environment: attract investment and enable businesses to reach their potential, building on the Growth Hub successes; and
- e. Ideas: grow R&D and innovation activity, building on our strengths (advanced engineering, energy and sustainability, agritech, life sciences) and emerging opportunities (cyber resilience and digitech).

Part Two: Local Enterprise Partnership governance

Geography

- The SWLEP covers the same area as its two Unitary Authorities, Swindon Borough Council and Wiltshire Council (Figure 1).

Figure 1: Map of Swindon and Wiltshire Local Enterprise Partnership area and its Growth Zones



The Swindon and Wiltshire Local Enterprise Partnership and Governance

7. In summary, the SWLEP is responsible for driving sustainable⁸ and inclusive⁹ economic growth across Swindon and Wiltshire; for the development and maintenance of the strategic economic plans; negotiation of City Deal and Growth Deals alongside other funds as they arise with Central Government; and administering the Local Growth Fund, Getting Building Fund and Growing Places Infrastructure Fund through its Accountable Body (Wiltshire Council). For audit purposes the responsibilities of the Accountable Body are detailed further in paragraphs 26 to 29 and 74 to 85.
8. The SWLEP has a Board with a minimum of 14 and a maximum of 20 Directors 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. Alongside the business community is the active involvement of Local Government through the role of the Leaders of the two Unitary Authorities as Standing Members of the Board. A permanent seat at the Board will be allocated for a Director to represent the Military and another seat to represent the education sector, these seats will not be tied to a specific Military Service or educational institution or organisation. The Military and education sector representatives will be appointed on a three-year basis (which can be extended in accordance with the company's articles of association).
9. Board Directors who are not Standing Members of the Board are appointed for three years, this term may be extended for a further three years with the agreement of the Board, that is, a maximum of six years from the date they were first appointed to the Board, irrespective of the position they may hold or be appointed to during that period. In exceptional circumstances, to support business continuity, this term can be extended annually for up to a further year with the Board's agreement. This annual extension can only happen a maximum of three times, that is, an absolute maximum of nine years tenure in total.
10. The structure of the SWLEP Board is displayed in Table I. Board Directors representing a Unitary Authority may be accompanied at Board meetings by one other elected Member of that Authority who will be entitled to participate in discussions on the same basis as

⁸ Sustainable economic growth means a rate of growth which can be maintained without creating other significant economic problems, especially for future generations. Source: Economics Online https://www.economicsonline.co.uk/Managing_the_economy/Sustainable_growth.html.

⁹ Inclusive growth is economic growth that is distributed fairly across society and creates opportunities for all. Source OECD <http://www.oecd.org/inclusive-growth/>

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. In addition, the Senior Whitehall Sponsor, the BEIS 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.

Table 1: Local Enterprise Partnership Board Directors

Role	Organisation	Appointment	Length of Tenure
Chair	Private sector (mandated)	Voted by SWLEP Board	3 years but can be extended for a further 3 year period.
Deputy Chair	Private sector	Voted by SWLEP Board	3 years but can be extended for a further 3 year period
Chair	Private sector	Voted by SWLEP Board	3 years, but can be extended
Deputy Chair	Private sector	Voted by SWLEP Board	3 years, but can be extended
Local Authority Board Member	Representative of Swindon Borough Council	Permanent	Permanent
Local Authority Board Member	Representative of Wiltshire Council	Permanent	Permanent
Board Member	Military representative	Permanent seat reserved for the Military. Director voted by the Board	3 years, but can be extended
Board Member	Education sector representative	Permanent seat reserved for the education sector. Director voted by the Board	3 years but can be extended
8-14 x Board Member	Private sector	Voted by SWLEP Board	3 years but can be extended
Advisor to the Board	Swindon Borough Council Chief Executive	Permanent	Permanent
Advisor to the Board	Wiltshire Council Chief Executive Officer	Permanent	Permanent

11. The SWLEP Board is responsible for:

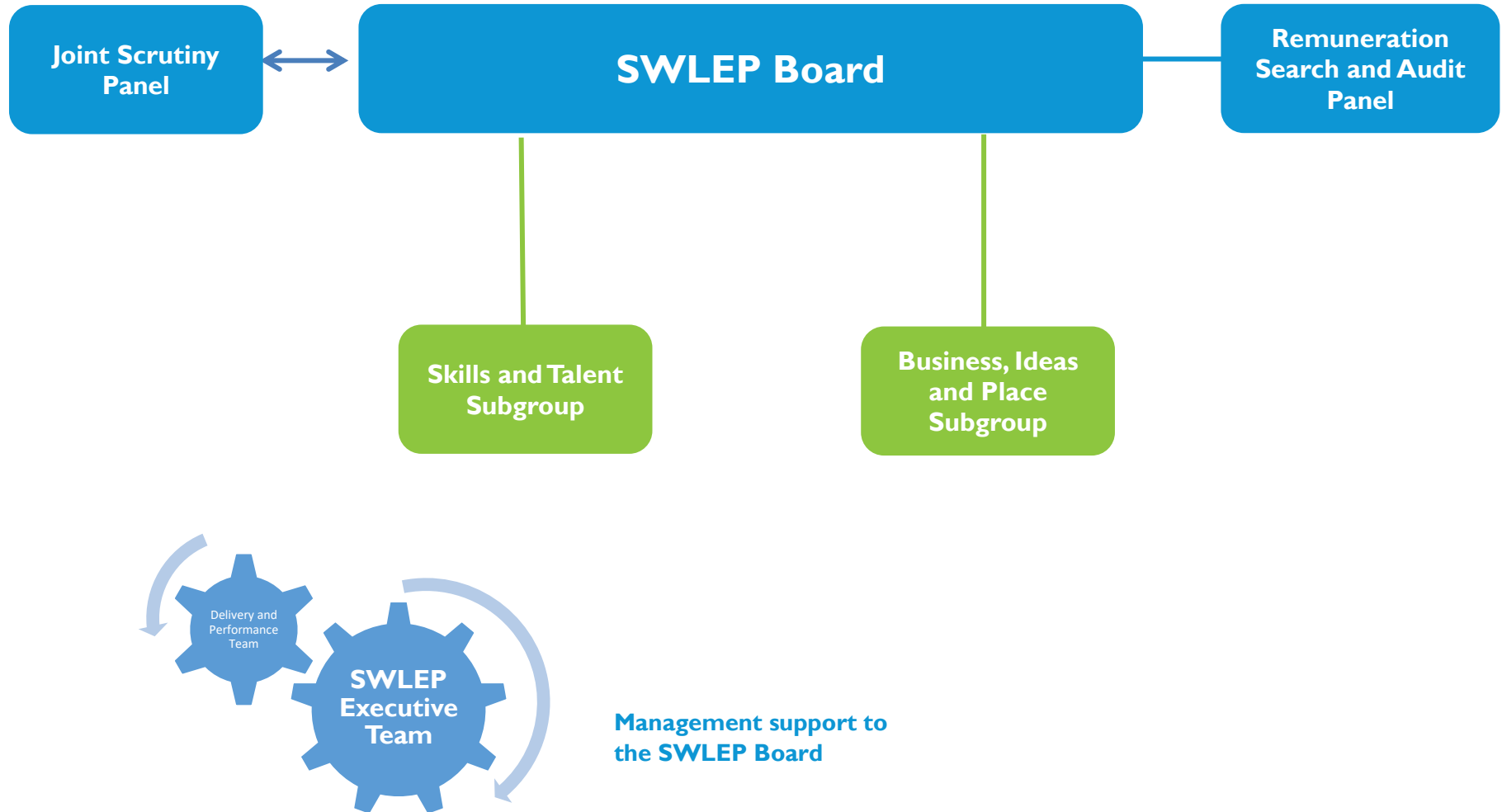
- a) The development, review and refresh of the Local Industrial Strategy (LIS) and related strategies;
- b) The successful and effective delivery of its programmes for example the Local Industrial Strategy, the Growth Deals and projects resourced by the Growing Places Infrastructure Fund; and

- c) The approval of scheme funding on the basis of recommendations from the relevant Subgroups.
12. The Chair and Vice- Chair of the SWLEP and all Directors are elected by the SWLEP Board on a three year rotating basis.. A Vice-Chair will also be appointed who shall deputise for the Chair in their absence. As far as possible the SWLEP will conduct its business on a consensual basis. All voting will be carried out by a simple majority vote of the Directors including the Chair. Further details of the SWLEP purpose, Board Membership, and Board operations can be found in the SWLEP Constitution, which is published on the SWLEP website.
13. Figure 2 shows the governance structure for the SWLEP which applies to the assurance of value for money with public expenditure. It shows the relationship between the SWLEP Board, Committees, Subgroups, the Joint Scrutiny Panel, the SWLEP Executive Team, SWLEP Delivery and Performance Team, and the Accountable Body (Wiltshire Council).
14. The SWLEP operates on the principle that decisions should be taken at the appropriate level so they can be taken quickly and efficiently. Decision making can therefore take place at different levels across the LEP's governance structure within a framework agreed by the Board, for example the LEP Board may occasionally delegate decisions to its subgroups which will be outlined in the terms of reference for each group.

SWLEP Board Subgroups

15. The SWLEP Board is advised directly by a number of subgroups which have been established to reflect the strategic objectives of the SWLEP in driving economic growth (paragraph 5). Each subgroup operates under a specific terms of reference approved by the Board which will include details on membership and tenure (Appendix 3). The Board will be able to establish additional subgroups or establish task and finish groups as required to address specific issues. Subgroups can also establish task and finish groups as required to progress the delivery of specific areas of their work.

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



16. The two core subgroups are Skills and Talent, and Business, Ideas and Place. Each subgroup will have a SWLEP Board Member as the Chair and Vice-Chair who act as the link between the subgroup and the Board. Each subgroup will also have a Lead Officer acting as the link to the Secretariat. The Board will set the overall strategic context for the subgroups and the responsibility for approving project prioritisation rests with the SWLEP Board. The subgroup will offer the Board advice in its specialist area and the Chair or Deputy Chair of individual subgroups will report on activity to the SWLEP Board.
17. Each subgroup will oversee the development and implementation of its own action plan, once approved by the Board, will undertake stakeholder management activity and review the delivery of projects and programmes which fall under its strategic remit. Each subgroup will have the opportunity to request funding up to an agreed amount from the Board to support strategy development and stakeholder management.

Subgroup	Overview
Skills and Talent	<p>Develop and deliver the Swindon and Wiltshire Skills Plan and Annual Skills Report which is SWLEP's response to People Foundation of Productivity of the Swindon and Wiltshire Local Industrial Strategy.</p> <p>Maintain oversight over SWLEP funded skills and talent projects and the delivery of European and other funded skills projects in order to inform the SWLEP board of emerging strengths and weaknesses.</p> <p>The Chair, to act as the Board Champion for Equality on the SWLEP Board.</p>
Business, Ideas and Place	<p>Develop and deliver the Swindon and Wiltshire Business, ideas and Place Plan in response to the priorities set out in the Swindon and Wiltshire Local Industrial Strategy.</p> <p>Maintain oversight over SWLEP's Growth Hub and funded business development projects and the delivery of European and other funded business development projects in order to inform the SWLEP board of emerging strengths and weaknesses.</p>

	<p>Maintain oversight over SWLEP funded infrastructure, place shaping and innovation projects inkling GPIF investment in order to inform the SWLEP board of emerging strengths and weaknesses.</p> <p>Oversee and delegate work to the Rural Economy Sector Working Group and maintains oversight of the Business Intelligence and Network Group.</p> <p>The Chair, with the support of the Deputy Chair, to act as the representative of Small and Medium Enterprises on the SWLEP Board.</p>
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Governance groups of the Swindon and Wiltshire Local Enterprise Partnership

18. The following groups have been established to provide overall governance of the SWLEP activities:

SWLEP Executive

19. The key source of advice to the Board is the SWLEP Executive which comprises the SWLEP CEO, the Director for Strategy and Policy, Head of Resources, Head of business Support Head of Commercial Operations and Head of Marketing and Communications. The Executive meets every two weeks to discuss operational, staff and business performance issues. Every four weeks, nominated officers of both Unitary Authorities are invited to attend to facilitate cross-organisational working.

SWLEP Delivery and Performance Team

20. When in receipt of capital funding programmes, the SWLEP Delivery and Performance Team (DPT) leads the programme management activities of the Growth Deal and successor programmes. It meets every two weeks and is chaired by the nominated programmes lead for SWLEP. The DPT comprises a delegated Programme Manager from each of the Unitary Authorities and the SWLEP programmes lead. The SWLEP will have overall reporting responsibility for the Growth Deal, but it is each Unitary Authority that is responsible for the delivery of its programme of schemes or 'projects'. If there are projects not being delivered by either of the Unitary Authorities, these will be project managed by SWLEP (paragraph 29).

21. The DPT forms the key reporting mechanism on progress, risks, issues and benefits realisation and will provide highlight reports to the Board every two months. The DPT will also provide information and detail relating to future schemes and negotiations. In addition, relevant finance (S151 representative), and funded programme leads or their nominees attend the DPT meetings every four weeks.
22. The day-to-day responsibility for ensuring effective delivery of the projects funded by the Local Growth Fund, Getting Building Fund and successor programmes will lie with the relevant scheme promoters. Each project will have an identified Project Manager and Senior Responsible Officer responsible for ensuring value for money. Where a scheme promoter is not a Unitary Authority SWLEP will identify and agree a Project Manager for each project.
23. There are schemes which have been or will be approved and funded through the Growth Deal programme which are being or will be led by a third party. These will include a wide range of schemes which meet the objectives of the SWLEP's Local Industrial Strategy.
24. These third parties will report through the SWLEP Delivery and Performance Team to the SWLEP Board. Third parties will also be asked to attend SWLEP Board and SWLEP Delivery and Performance Team meetings as and when appropriate.

Accountable Body

25. Wiltshire Council is the Accountable Body for the SWLEP. One of the primary roles of the Accountable Body is to hold devolved funding on behalf of the SWLEP and make payments to scheme promoters as per the grant agreements in place for each project or programme.
26. The Accountable Body will hold the SWLEP funds in separately identifiable Ledger Accounts and provide the SWLEP with financial statements as required. Interest shall accrue on the funding which shall be held by Wiltshire and as agreed between Wiltshire Council, Swindon Borough Council and the SWLEP and will be distributed to SWLEP on a six monthly basis. The relationship between Accountable Body and the SWLEP Board is set out in the Accountable Body Agreement (Section G) which will be reviewed and agreed annually.
27. The Accountable Body also has the following responsibilities conducted in line with the grant agreements in place between the Accountable Body, SWLEP and scheme promoters:
 - a. Ensuring that the decisions and activities of the SWLEP conform with legal requirements with regard to freedom of information, equalities, social value, the environment, state aid, procurement, and other matters;



- b. Ensuring (through the Section 151 officer) that funds are used appropriately;
- c. Ensuring that the Governance Framework and Assurance Procedures are adhered to;
- d. Ensuring the official record of SWLEP proceedings is maintained and having access to all relevant SWLEP documents;
- e. Taking forward and enacting decisions of the SWLEP in approving schemes (for example, if subjected to legal challenge) as per the Accountable Body agreement and Grant Agreements between the Accountable Body, SWLEP and scheme promoters; and
- f. Ensuring the arrangements for local audit of funding allocated by the SWLEP are at least equivalent to those in place for spend by the Unitary Authorities, as well as decision making and openness of reporting.

28. In relevant circumstances, the role of Accountable Body and scheme promoter will need to be kept strictly independent of each other to provide assurance that there is no conflict of interest.

Role of the Section 151 (s151) Officer

29. The s151 officer undertakes a range of Accountable Body functions covering both strategic and operational activities.

Strategic activity

- a. Ensuring effective financial controls are in place and expenditure is used appropriately, economically, efficiently and effectively and where required make recommendations for improvement;
- b. Supporting the development and implementation of the SWLEP's financial plan to deliver its strategic objectives whilst remaining financially sound over the short, medium and longer term;
- c. Compiling an annual declaration of SWLEP compliance with its Governance Framework which includes the Assurance Procedures;
- d. Making provision for a regular risk and control audit of SWLEP processes and decision making;

Operational activity

- a. Compiling the financial statement for the SWLEP annual report for funds it holds on SWLEP's its behalf;
- b. Checking that audited accounts are produced;
- c. Undertaking value for money checks and sign-off of full business cases;
- d. Ensuring financial due diligence checks on applicants for GPIF loan agreements are undertaken;
- e. Signing off receipt of capital funding at the start of each financial year;



- f. Signing off of LGF/GBF claims as a true and accurate record of expenditure; and
- g. Attendance and participation in the SWLEP Annual Performance Review with the Cities and Local Growth Unit (CLOG);
- h. Writing a formal statement of the SWLEP's compliance with the Assurance Procedure as part of the Annual Performance Review to be published on the SWLEP website by the end of February each year;
- i. Writing to the Permanent Secretary of the Department of Communities and Local Government by the 28 February of each year confirming the SWLEP's performance against the requirements of the National Local Growth Assurance Framework; and
- j. Holding the SWLEP's register of interests.

Joint Scrutiny Panel

30. The Joint Scrutiny Panel (JSP) acts as an independent, critical friend developing an overview of strategies and plans and provides independent scrutiny of the work of the SWLEP Board. Its role is to assure local democratic accountability for the use of public funds and make constructive recommendations for how future decisions of the LEP can be effectively implemented. It has been established between SWLEP Limited, Swindon Borough Council and Wiltshire Council. The SWLEP is directly accountable to central Government for the use of its public funds through the oversight of the Cities and Local Growth Unit, which spans the Department for Business, Energy and Industrial Strategy and the Ministry of Housing, Communities and Local Government.

31. The JSP is comprised of nine members:

- a. Three business leaders who are members of SWLEP Ltd but are not represented on the Board of the company and will serve a term of 3 years from the date of appointment;
- b. Three non-executive councillors from Swindon Borough Council appointed for one municipal year; and
- c. Three non-executive councillors from Wiltshire Council appointed for one municipal year

32. The Chair will be elected from each membership group on an annual rotating basis at the panel's discretion.

33. The Joint Scrutiny Panel will develop and approve an annual forward work programme consisting of long-term review of SWLEP programmes, but allowing enough flexibility and time for the review of other significant decisions as they arise in the year, including (but not limited to) any of the following:



- a) Review the decision making of the SWLEP, and any sub-committees, to ensure due process has been followed and there is a transparent audit trail;
- b) Review the delivery of SWLEP projects, with the possibility of a “deep dive” exercise on chosen projects or topics if required;
- c) Review the implementation of the SWLEP strategies, including, but not limited to, the Local Industrial Strategy and its implementation plan and identify opportunities for improvement;
- d) Review the output and outcomes information of the SWLEP programmes to ensure the SWLEP activities are having a beneficial impact on the economy of the SWLEP area;
- e) Review the governance of the SWLEP to ensure that it is meeting the required standards, as set down by Central Government, and the highest standards of transparency;
- f) Make recommendations to the SWLEP Board, and any other relevant sub-committee, on improvement to the SWLEP’s decision making process. All recommendations must be realistic and achievable in order for the Panel to make an impact and to be a credible voice within the assurance framework.
- g) To liaise with other equivalent panels over the development and dissemination of best practice with regards to scrutiny of LEPs.

Part Three: Transparent and accountable decision making

Transparency and Local Engagement

34. The SWLEP Board will conduct its business in an open and transparent manner, which will enable interested stakeholders and members of the public to scrutinise and participate in the SWLEP processes. In particular, scheme sifting and prioritisation, and sign off of business cases, will be reviewed at SWLEP Board Meetings and will be covered in the public part of the meeting (Part I) by default, unless there are specific reasons for such discussion to be restricted from the public under the criteria set out in Appendix 5.
35. Where items for discussion at formal SWLEP meetings contain information relating to the financial or business affairs of any particular person (including the authority owning that information), items may be restricted from the public with the agreement of the Accountable Body Monitoring Officer or their delegate by virtue of paragraph(s) 3 of Part I of Schedule 12A of the Local Government Act 1972.
36. The SWLEP has a dedicated website which includes information and documents relating to the SWLEP's activities and how the public and business community can engage in SWLEP processes. Documents and information that are published on the website include:
- a. Constitutional Documents
 - Governance Framework including Constitution, Transparency Procedure and Complaints Procedure
 - Assurance Procedure
 - Accountable Body Legal agreement between SWLEP, Wiltshire Council and Swindon Borough Council
 - Scheme assessment, prioritisation and approval process
 - b. Working Meetings
 - Board meeting papers and minutes which includes financial accounts at each meeting prepared by Accountable Body
 - Subgroup papers and minutes
 - c. Key Documents
 - The Swindon and Wiltshire Local Industrial Strategy, related materials and other strategic economic plans
 - Central Government agreements (for example, Growth Deal, City Deal)
 - Funding calls
 - Scheme business cases
 - Scheme awards
 - Monitoring and evaluation framework template
 - Evaluations and case studies



- Major research and data
- Strategies and plans
- SWLEP Annual Report
- SWLEP Annual Delivery Plan

37. The website also includes links to relevant information on other websites (for example, statutory processes that are required to implement schemes) and to the relevant decision making processes of Swindon Borough Council and Wiltshire Council (for example, planning and Cabinet reports). In addition, the SWLEP will produce an annual report which will be published by the end of September of each year.
38. Key stakeholders who are not SWLEP Board Directors are invited to attend SWLEP Board meetings to make a representation on a scheme(s) or agenda item(s) when appropriate. If key stakeholders wish to be invited to additional SWLEP Board meetings to present information, applications should be made via the SWLEP CEO a minimum of 35 clear days in advance of the Board meeting date.
39. SWLEP Board meetings are open to the public and members of the public and business community can make direct verbal representations at the discretion of the Chair.
40. Individuals or organisation may submit up to two questions at any one meeting and each question may be sub-divided into no more than two related parts. Questions are to be submitted in writing or by electronic mail to the SWLEP Executive Assistant (administration@swlep.co.uk) no later than 5pm four clear working days before the meeting. This means that for a meeting held on a Wednesday, questions must be received by 5pm on Wednesday of the preceding week (less any intervening bank holiday). The period of notice is to allow sufficient time for a response to be formulated.
41. In exceptional circumstances and in cases of urgency the Chair may allow questions without the full period of notice having been given where he or she is satisfied there is sufficient justification. In these circumstances, there is no guarantee that a full reply will be given at the meeting. Notice of each question must include the name and address of the questioner, (in respect of an organisation, the name of the organisation and the questioner's position within the organisation).
42. In order for the public and business community to play an active role, it is expected that Scheme Promoters will engage them at the appropriate stages during the scheme identification and development processes to gather views and opinions on potential projects. The public and business community will also have the opportunity to raise points at Board Meetings as identified in paragraphs 46 and 47.

43. In maximising social value, it is important that the public and business community understand the importance of the strategic and prioritised objectives of the Local Industrial Strategy. It is against these strategic priority objectives that the strategic case for schemes will be assessed, in part to maximise the social value of investment.
44. SWLEP Board Members representing the business community are encouraged to engage local businesses to understand their needs and views, as well as encourage the business community to directly identify schemes; provide feedback on scheme sifting, prioritisation and business cases; engage in consultation on strategic plans and policies; and make other written and oral representations at SWLEP Board and Subgroup meetings.
45. Plain English summaries of business cases will be provided by scheme promoters, the relevant Independent Technical Advisor will also provide plain English summaries of their assessments of scheme identification, sifting, prioritisation, and business case assessment.

Working arrangements and meeting frequency

46. The SWLEP Board has a minimum of five scheduled meetings a year to:
 - a. take the initial decision on the prioritisation of the scheme programme based on information provided by the SWLEP Programme Management Team and SWLEP Board Subgroups;
 - b. consider scheme business cases;
 - c. make scheme approval decisions;
 - d. discuss overall programme delivery; and
 - e. amend the Assurance Procedure as per the legal agreement with the Accountable Body.
47. A special meeting of the SWLEP Board can be held in exceptional circumstances or when an urgent decision is required.
48. The meeting dates of the SWLEP Board will be published on the SWLEP website with a minimum of four weeks advance public notice (except for special SWLEP meetings which will be publicised as soon as possible after the meeting date is confirmed).
49. Agenda and papers for the SWLEP Board meeting will be made available on the SWLEP website a minimum of five clear working days prior to the relevant meeting. Minutes will be published¹⁰ no later than ten clear working days after the relevant meeting and will be published in draft if they have not been finalised, in which case, they will be published

¹⁰ This may be in draft pending approval; final minutes of Board meetings will be published within ten clear working days of being approved

within 10 clear working days of being approved. All Board meetings will be open to the public.

50. An Annual General Meeting of SWLEP Limited will also be held for members of the company.

Equality and Diversity

51. The SWLEP is committed to meeting its obligations under the Public Sector Equality Duty. In devising policy and taking decisions, all emanations of the SWLEP [Executive, Board and its Subgroups, Panels and JSP] will take due regard of the Equality Duty to:
- a. eliminate unlawful discrimination
 - b. advance equality of opportunity
 - c. foster good relations.
52. The SWLEP recognises its role to advance equality, and in particular acknowledges the nine protected characteristics. The SWLEP will meet its obligations by working to understand how its policies and decisions affect people differentiated by age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation. It will actively take steps to reduce any discrimination of people or communities with these characteristics, by using all reasonable endeavours to:
- a. Remove or minimise disadvantages suffered by people due to their protected characteristics.
 - b. Take steps to meet the needs of people from protected groups where these are different from the needs of other people.
 - c. Encouraging people from protected groups to participate in public life or in other activities where their participation is disproportionately low.
53. The SWLEP is a signatory to the Wiltshire and Swindon Equality and Human Rights Charter, which ensures that it partakes in promoting equality and tackling discrimination.
54. A member of the Board will have the additional role of Equality Champion whose responsibilities will include playing an active role in Board recruitment; monitoring the diversity of the Board to meet government targets and milestones in terms of representation and reporting this to the Board on an annual basis. This includes the requirement that by 2020 the women on the Board will represent least 30% of the total and 50% by 2023.
55. Furthermore, the SWLEP Board will seek to recruit its private sector members from businesses which vary in size and which operate in a wide range of sectors including SEP/LIS priority sectors. The SWLEP will work with its partners to engage with the wider

business community through a range of media including their business engagement leads at its Unitary Authority Partners.

56. The Chair of the Business, Ideas and Place Subgroup will be act as the named Board Lead for Small and Medium Sized Enterprises.

Freedom of information

57. As the Accountable Body, Wiltshire Council will deal with requests to the SWLEP with regard to the funding it holds on its behalf under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 in line with its standard procedures. In some instances, however, it is appropriate for the promoting authority of a scheme to deal with these matters rather than the Accountable Body. These issues will be reviewed and agreed on a case by case basis by the Accountable Body Monitoring Officer or their delegate.

58. The SWLEP will adhere to the Local Government Data Transparency Code (available from <https://www.gov.uk/government/publications/local-government-transparency-code-2015>).

Data and privacy

59. SWLEP will adhere to its data and privacy policy which is published on the SWLEP website and Growth Hub landing page. These arrangements are in line with the General Data Protection Regulations (GDPR) and the Data Protection Act 2018. SWLEP is also the data controller for Board Director's data and any other data collected including data around projects and programmes. No personal data will be sold by SWLEP for commercial purposes.

Conflicts of interest

60. It is vital that SWLEP Board Directors act in the interest of the area as a whole and not according to the sectoral or geographic interests of their member organisations. The decisions that the SWLEP Board make to drive sustainable and inclusive economic growth are, therefore, based on an analysis of robust process; business cases produced by the scheme promoter(s); and are assisted in this respect by Independent Technical Advisors.
61. The SWLEP Governance Framework includes in Section 3 a Conflicts of Interest Policy and full members of the SWLEP Board and its Subgroups are required to disclose at Board meetings and using the SWLEP's Register of Interests form any potential conflicts of interest or pecuniary interests (for example, direct financial interest in a scheme through employment or personal gain including any interest as a result of close personal relationships or friendships) which may prevent them from making an impartial decision (Appendix 6). Depending on the nature of this interest, there may be the need to co-opt

another suitable member on to the SWLEP Board for the purpose of making the decision in question.

62. Publicly elected Directors and senior staff (or those staff advising on decisions) of the SWLEP will declare their interests using the SWLEP Register of Interests form in addition to their respective local authority's register of interests. Senior staff of the SWLEP are to review the Register every six months. Elected Directors must abide by their respective authority's code of conduct and the SWLEP code of conduct when conducting SWLEP business. In the event of a complaint that an alleged action or actions by a Board Director or a number of Board Directors contravene(s) the Code of Conduct, the Board will convene a group of three independent individuals (The Independent Review Panel), who 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 Director or number of Board Directors who were the subject of the complaint.
63. Access to available registers of full member interests will be available to the public via links on the SWLEP website.

Code of Conduct

64. 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 seven principles of public life: selflessness; integrity; objectivity; accountability; openness; honesty; and leadership as defined in section 28 of the Localism Act 2011.

Gifts and hospitality

65. As defined in the explanatory information for the Register of Interests, members of the Board should not accept any personal gifts or hospitality from any individual or organisation (including contractors and/or outside suppliers) which has or may have a specific interest in any major scheme.
66. Using the Register of Interests form, each Director and member of staff must reveal the name of any person from whom they have received a gift or hospitality with an estimated value of at least £50 which they have received in their capacity as a Director of the SWLEP or as a member of staff. This information will be maintained by SWLEP and published on the SWLEP website.

Complaints and whistleblowing

67. 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 and whistle blowing will be dealt with by the Accountable Body using the SWLEP's Complaints and Whistle-blowing policies (Sections L and M of the SWLEP Governance Framework).

Branding Guidelines

68. SWLEP LEP will meet Government branding guidelines for projects supported including the branding guidance for the Local Growth Fund or successor funding programmes. SWLEP will ensure that correct branding and wording is used for websites, signage, social media, press notices and other marketing materials.

Part Four: Accountable decision making

Legal and Operational Arrangements

69. A legal agreement is in place between Wiltshire Council as the Accountable Body and Swindon Borough Council and the SWLEP and the SWLEP Constitution and the SWLEP Governance Framework including Assurance Procedures have been developed. Combined these documents define the workings of the SWLEP; the financial and operation arrangements associated with the SWLEP Executive Team and technical support functions; the responsibilities of the partner organisations and Members; financial contributions to support the Accountable Body role; and commitments to fund the reasonable costs of employing the Independent Technical Advisors for management and moderation meetings.

Status of the SWLEP and the role of the Accountable Body

70. Democratic scrutiny of the SWLEP and its decisions are provided through the Unitary Authority representation on the SWLEP Board, and the Joint Scrutiny Panel. Wiltshire Council will be the Accountable Body for the SWLEP.

71. One of the primary roles of the Accountable Body is to hold the devolved major scheme funding and make payments to scheme promoters as per the Grant Agreements in place for each project or programme. The Accountable Body also has the following responsibilities conducted in line with the Grant Agreements in place between the Accountable Body, SWLEP and scheme promoters:

- a. Holds devolved funds allocated to the SWLEP, which government specifies should only be held by the accountable body, in separately identifiable Ledger Accounts
- b. Make timely payments in respect of the funding for and on behalf of SWLEP;
- c. Provide the SWLEP with financial statements as required;
- d. Maintain a financial system to account for all Funding received and disbursed on behalf of SWLEP;
- e. Transfer, subject to due diligence, the Funding for the Projects/Programmes on behalf of the SWLEP;
- f. Assure itself that the records held by SWLEP for the revenue funding that is managed by the SWLEP meets all the requirements of the Accountable Body and are in line with the SWLEP Governance Framework. SWLEP being responsible for the internal audit to ensure financial controls are in place;
- g. Maintain proper records of all funding received and disbursed for SWLEP and make such records available for inspection by both internal and external regulators; and



- h. Supply, as necessary, completed statements of Funding received, expenditure and disbursement to SWLEP, funding organisations, central government and external auditor.

72. The Accountable Body will take appropriate steps to:

- a. Ensure (through the Section 151 officer) that Funding is 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.
- b. Ensure that it will not use the Funding for its own purposes without consent of the SWLEP.
- c. Confirm that the SWLEP Governance Framework is being adhered to.
- d. Confirm that the SWLEP has in place the processes to ensure the proper administration of its financial affairs.
- e. Release funding against a SWLEP agreed contract providing that the requirements meet the terms of the grant and the overall safeguarding of public money requirements and ensure that value for money is achieved.
- f. Approve the release of Funding in consultation with the Accountable Body Section 151 Officer and in accordance with the Accountable Body Agreement to the relevant scheme promoter in line with any grant conditions in the grant condition letter through a Section 31 Grant Determination.
- g. Ensure that all the requisite duties set out in s151 of 1972 Act are fully met including the safeguarding of public money, best value and value for money.
- h. Satisfy itself that arrangements for local external audit of Funding allocated by the SWLEP are comparable to Wiltshire Council's own arrangements for local authority spend.

73. For the allocation of funding, clarity of responsibilities for delivery and monitoring will be specified in the Grant Agreement between the Accountable Body and scheme promoters. Specification will include the requirement for the provision of delivery and performance information from programme managers every two months in line with the Monitoring and Evaluation Framework and Implementation Summary Reports and compliance to relevant legal agreements. This is primarily to monitor spend to budget, time and to scope of inputs by project.

74. The role of Accountable Body and Wiltshire Council as a scheme promoter will need to be kept strictly independent of each other to provide assurance that there is no conflict of interest. The Accountable Body Agreement will specify the procedures for ensuring no conflict of interest and clarity of roles, responsibilities, communications, monitoring and reporting.

75. The Accountable Body will complete any decision-making and review of any SWLEP Board decision within a reasonable timeframe as defined in the Accountable Body Agreement with SWLEP.
76. Where the Accountable Body deems its responsibilities cannot be met due to a decision made by the SWLEP Board, the issue will be raised to the SWLEP Board. The process for resolution will be through a meeting of the Accountable Body with the SWLEP Board. If a satisfactory solution cannot be found, then the issue will be referred to the Joint Scrutiny Panel for its view which will be passed back to the SWLEP Board. This process does not preclude the Accountable Body from making higher complaints or whistleblowing in line with Wiltshire Council's own complaints procedure. If the issue cannot be resolved the matter will be referred to the Secretary of State for Business Energy and Industrial Strategy.
77. In the event of concerns being raised about the actions or decisions of Wiltshire Council acting as the Accountable Body for the SWLEP, the matter will be reviewed by the Director of Law and Democratic Services at Swindon Borough Council. The results of the investigation will be reported back to the SWLEP Board as soon as is practicable. If a satisfactory solution cannot be found, then the issue will be referred to the Joint Scrutiny Panel for its view which will be passed back to the SWLEP Board. If the issue still cannot be resolved the matter will be referred to the Secretary of State for Business Energy and Industrial Strategy.
78. If the Accountable Body or SWLEP Delivery and Performance Team deem that scheme delivery is not meeting requirements and cannot be rectified then it will discuss the situation with the SWLEP Board. In line with the Accountable Body Grant Agreement, a decision may be made by the SWLEP Board to either claw back funding or to discontinue further allocations from the quarter in which the SWLEP Board decision has been made.
79. SWLEP will notify the Scheme Promoter of the issue and process escalation, as well as notifying the Scheme Promoter to cease work on the scheme and of the decision of the SWLEP Board. The opinion of the relevant Independent Technical Advisor should also be sought to inform decision making.
80. The SWLEP Board will then reallocate funding aligned with its over-programmed priority list of schemes in accordance with the Accountable Body Agreement and subject to HM Government conditions and delegation of grant funding management in this manner.

Audit and scrutiny

81. As the Accountable Body, Wiltshire Council will assure that SWLEP appoints independent qualified auditors in accordance with the arrangements set out in the Accountable Body Agreement to establish that the SWLEP is operating effectively within the terms of the Assurance Procedure. The SWLEP will consider any recommendations of the auditors and take necessary action to remedy any identified shortcomings.
82. The specific roles of the SWLEP in driving sustainable and inclusive economic growth are to:
- a. Develop strategic economic plans and policies, including amendments to the Swindon and Wiltshire Local Industrial Strategy;
 - b. Identify a prioritised list of schemes within the available budget including under / over programming to enable prudent management;
 - c. Make decisions based on the scrutiny of individual scheme business cases;
 - d. Approve the release of funding in consultation with the Accountable Body Section 151 Officer and in accordance with the Accountable Body Agreement to the relevant scheme promoter in line with any grant conditions in the grant condition letter through a Section 31 Grant Determination;
 - e. Ensure value for money is achieved;
 - f. Monitor progress of scheme delivery and spend;
 - g. Ensure on-time delivery of schemes to the programme; and
 - h. Actively manage the devolved budget and programme to respond to changed circumstances.
83. Other relevant objectives are included in a variety of local documents including Local Plans and Local Transport Plans for Swindon and Wiltshire. With the development, or refresh, of the Local Industrial Strategy, key strategic and prioritised objectives may change.

Part Five: Ensuring value for money, prioritisation of schemes

Candidate Schemes

84. The majority of candidate schemes have been identified as part of the Strategic Economic Plan, Local Industrial Strategy, Local Plan, and Local Transport Plan processes undertaken by Swindon Borough Council, Wiltshire Council and the SWLEP. Henceforth candidate schemes will be identified through the SWLEP running a formal open call for schemes against the priorities in its local industrial strategy (LIS). In advance of a call, the SWLEP will publish the full methodology and criteria against which schemes will be assessed (based on the strategic objectives of the LIS and meet the SWLEP's value for money requirements) and the indicative timeline in which this will be undertaken. These calls will be actively promoted and supported to gain wide business interest. In doing so, the SWLEP will draw on current best practice published by relevant departments and non-departmental public bodies depending on the nature of the call¹¹. Calls may be issued in response to a new funding programme being announced or in order to develop a pipeline of schemes in anticipation of future funding coming on stream. Broadly each scheme will need to demonstrate that it meets the following criteria:

- a. Description: a short description of the scheme and the geographical area covered.
- b. Purpose and objectives: an outline of how the scheme relates to the Local Industrial Strategy (in particular its strategic objectives and priority actions), and other relevant key plans and strategies such as Local Plans and Transport Plans;
- c. Problems and opportunities: a short description of the identified problems or opportunities being addressed;
- d. Evidence: a short description of the available supporting evidence;
- e. Consultation and public acceptability: an outline of what consultation has taken place and what degree of consensus has been achieved;
- f. Key risks: an outline of the key risks associated with the scheme and its delivery; and
- g. Financial: an estimate of the capital and revenue scheme costs and income (if applicable), and the potential funding sources.

85. Based on the information provided, a simple documented assessment of the strategic fit, commercial fit and deliverability of each scheme will be undertaken against the following criteria:

11

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/768356/National_Local_Growth_Assurance_Framework.pdf



- a. Is there a strong strategic fit with the LIS and relevant adopted policies and strategies, and does the scheme solve a recognised problem or help realise opportunities?
- b. Is there a clear economic rationale that justifies the use of public funds?
- c. What is the indicative amount and source of any non-SWLEP related funding?
- d. Are any associated revenue costs likely to be fundable (for example, through income receipts, operators, or developer contributions)?
- e. Can the scheme be delivered within relevant funding and planning timescales?
- f. Is the scheme likely to be publicly acceptable and supported by key partners/stakeholders (and any evidence)?
- g. Are there clearly defined inputs, activities, outputs and anticipated outcomes, ensuring that factors such as displacement and deadweight have been considered?
- h. Do benefits that exceed the costs of intervention using appropriate value for money analysis?
- i. Has appropriate consideration of deliverability and risk been given along with appropriate mitigating action including associated costs?

86. The results of the above shortlisting process will be signed off by the SWLEP Board. Projects that are not taken forward will not necessarily be rejected outright but the relevant scheme promoter may be requested to have further development work carried out so that the project(s) could be re-considered for future rounds of funding.

87. The ability to fund typically more significant cross-Local Enterprise Partnership boundary schemes will depend on pooled funding and securing additional third-party funding. Given the additional complexities associated with cross-boundary working, candidate schemes need to be identified at the earliest possible stage in association with neighbouring Local Authorities and Local Enterprise Partnerships.

Independent Technical Advisors

88. To comply with Central Government requirements and to provide further transparency and accountability, Independent Technical Advisors (ITAs) will be engaged by the SWLEP to provide scrutiny, and be experienced experts in their field (for example, transport, housing and planning, skills, business support) and in Central Government appraisal approaches and methods.

89. At the initial scheme assessment and strategic business case stages, the Independent Technical Advisors will advise on scheme sifting and prioritisation, assessment of individual scheme business cases, and overall programme management. In addition, the independent advice will be commissioned to advise the Board on the overall prioritisation of all projects

against the criteria of the respective funding scheme and undertake an options analysis in event of an allocation below the submitted bid to the funding authority. The Independent Technical Advisors need to be a suitable independent specialist consultant (that is, one that does not act as a term consultant for either Unitary Authority). At the full business case stage, the Independent Technical Advisors, SWLEP Executive Team, and Scheme Promoters will be expected to work closely together, including identifying and resolving any issues.

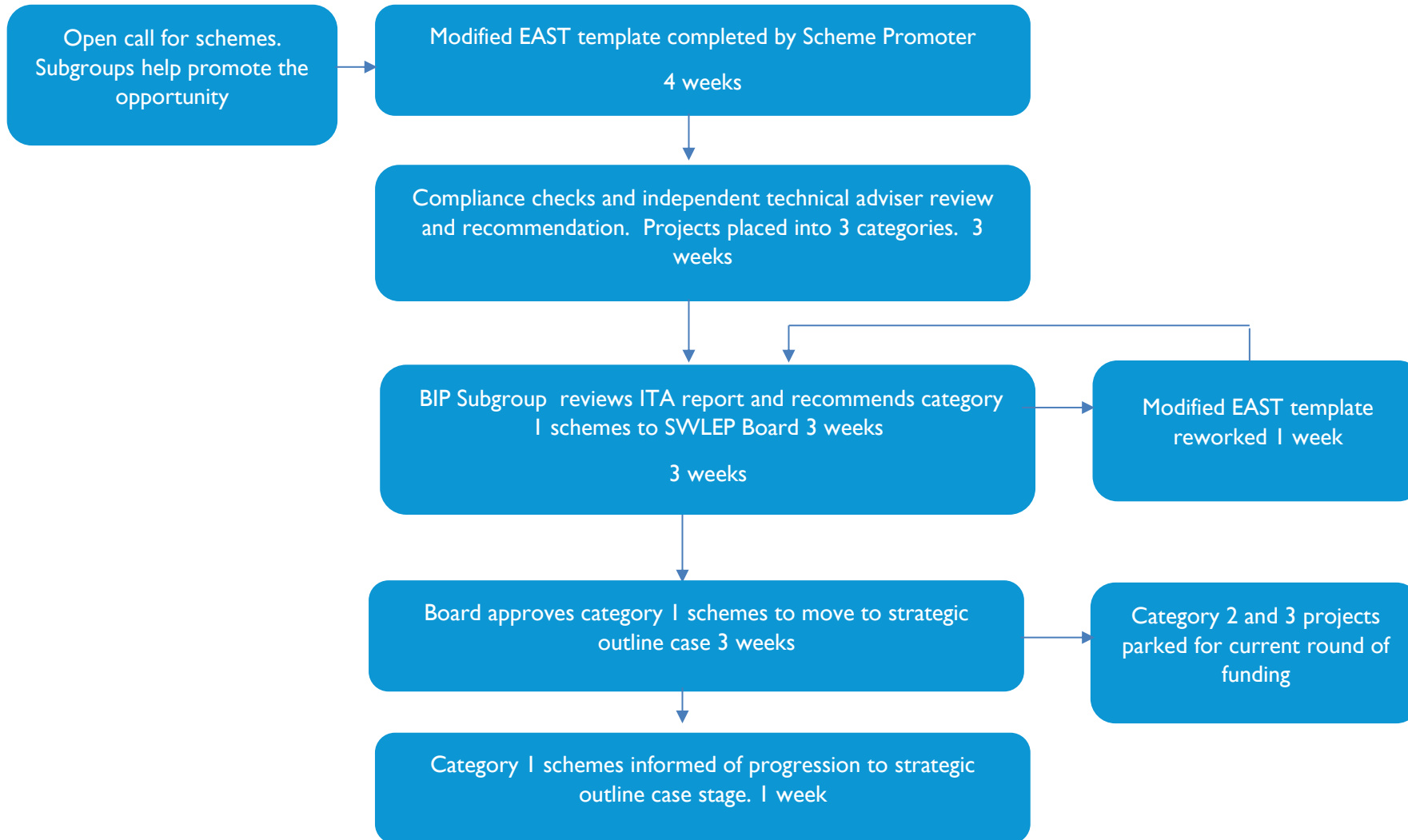
90. Reasonable costs related to the assessment of schemes for scheme sifting and prioritisation purposes and the review of individual scheme business cases by the Independent Technical Advisors will be charged to the relevant scheme promoter. This will be in relation to work specifically carried out on an individual project. The SWLEP will select and appoint a suitable ITA for each scheme to be assessed. General costs for any Independent Technical Adviser work carried out across a number of projects (for example moderation meetings) will be borne by the SWLEP.

Stage 1: Initial scheme assessment, sifting and prioritisation

91. All shortlisted schemes seeking future funding will be put through a process of assessment and sifting using a modified version of the Department for Transport's Early Assessment and Sifting Tool (EAST) process (one format for transport projects and a separate format for non-transport projects). The use of the modified EAST forms the initial part of SWLEP's appraisal process.
92. The modified EAST form follows the five cases of the 'Green Book', Her Majesty's Treasury's guidance on appraisal and evaluation and is an assessment process that provides equal weighting across all policy areas.
93. The 'five cases'¹² are:
- a. The 'strategic case', the scheme is supported by a robust case for change that fits with wider public policy objectives;
 - b. The 'economic case', the scheme demonstrates value for money;
 - c. The 'commercial case', the scheme is commercially viable;
 - d. The 'financial case', the scheme is financially affordable; and
 - e. The 'management case', the scheme is achievable.
94. Scheme promoters are responsible for providing the necessary high-level information and supporting evidence to enable the SWLEP prioritisation process to take place (Figure 3).

¹² Cases are also referred to as dimensions in the revised Green Book 2020

Figure 3: Stage I Initial scheme assessment, sifting and prioritisation, 10-11 weeks from closing date of call.



95. The relevant Independent Technical Advisor will review, moderate and score EAST assessments using the average score for each case, factored for the level of risk or uncertainty, and rank schemes against each of the five cases.
96. An independent and professional recommendation will be made of an overall ranked scheme list giving more preference to schemes with stronger strategic and / or economic cases. The ranked list will be referred to the SWLEP Board for review and approval.
97. A light touch review of the scheme assessment and sifting process will be undertaken as required with a comprehensive review taking place when significant new funding opportunities are identified, or when the SWLEP Board identifies new projects that should be taken account of, for example, as a result of a call for schemes, development or refresh of the LIS or Local Plan review.
98. The sifting process will produce a short-list of potential schemes that will be subject to further prioritisation by the SWLEP Board through business case development. The Independent Technical Advisor will work with each scheme promoter to recommend a suitable and proportionate approach to business case development which will assure value for money and a satisfactory level of deliverability.

Business case development

99. Business case development must follow Her Majesty's Treasury's 'Green Book: Appraisal and Evaluation in Government process or relevant Government Department guidance such as the Department for Transport's TAG process for transport schemes. Each scheme should have a named individual responsible for ensuring value for money.

Proportionality

100. It is important that the approach and method used for appraisal and business case development is proportionate. Proportionality is with regard to the value of the scheme and the impact of the scheme. A small scheme with a low impact does not exempt the business case from adhering to the relevant Central Government departmental or agency guidance, rather the detail of the analysis and evidence need not be so rigorous.

Business case development costs

101. The scheme promoter is responsible for all up-front costs at each stage of the business case development. However, if a scheme is approved for implementation, the scheme promoter will be able to claim back preparatory costs that are considered to be 'capital' providing these costs have been included in the overall scheme cost articulated in the business case and subject to the details of the Grant Agreement with the Accountable Body.

Provision of local match funding

102. Scheme promoters should demonstrate that they have explored all possible sources of match funding when putting forward a scheme for assessment. While a high level of contribution will not necessarily increase a scheme's level of priority in the programme, it may be considered a factor where there are marginal differences between schemes.

Business case publication

103. Once shortlisted by the SWLEP Board, priority schemes will be consulted on at the Outline Business Case (SOC) stage. Details of each prioritised business case will be made available, in full for transport schemes and with overview posted for non-transport schemes with links on the SWLEP website together with the comments of the Independent Technical Advisors for public comment and review for a minimum of 4 weeks prior to submission to the SWLEP Board.

Stage 2: Strategic Outline Case

104. Scheme promoters of shortlisted schemes will be required to develop a proportionate Strategic Outline Case (SOC) or equivalents defined by relevant guidance (for example the DfT's Tag guidance) for their schemes (Appendix 4) and submit these to the SWLEP for review. The Strategic Outline Case sets out the need for intervention (the case for change) and how this will further the SWLEP's objectives (its strategic fit) (Figure 4).
105. The SOC's will be assessed by the relevant Independent Technical Advisor through a defined and universal process of assessment. This will help ensure consistency of approach and fair assessment.
106. Feedback will be provided to the scheme promoter and the SWLEP through a Strategic Outline Case Assessment Report. The report will make recommendations for scheme business case progression or improvement and will contain an assessment of each of the five cases (paragraph 97). At this stage, the main focus will be on making the strategic economic case for the investment.
107. The Independent Technical Advisors may recommend that a scheme is not prioritised as part of a ranked package of schemes and is amended for the same or a later bidding round; or included in a ranked priority list of schemes for funding.
108. Completed SOC's together with the Independent Technical Advisor Strategic Outline Case Report should be reviewed by the Business, Ideas and Place (BIP) Subgroup before being presented to the SWLEP Board for priority list review and potential approval (Figure 3). Additional representatives will be invited to join the BIP Subgroup for this specific purpose

according to the range of schemes submitted e.g. experience of skills capital investment schemes.

109. If approved by the SWLEP Board, no further work is required on the business case until Government funding has been allocated to the scheme. The scheme will be allocated to a priority list of schemes alongside other priority schemes. Scheme promoters may continue to develop the business case at their own risk if they so choose.
110. If funding is not approved, the scheme promoter may bring the scheme back for Stage 2 reassessment within the financial year. If time does not permit, the SWLEP Board will agree how to reallocate the funding to the over-programmed and prioritised list of schemes or postpone the scheme in accordance with the Accountable Body Agreement and notifying Government subject to Government's conditions and delegation of grant funding management in this manner.
111. Where funding for a scheme has been approved by Government at Stage 2: Strategic Outline Case, a grant agreement between the scheme promoter and the Accountable Body (including its Section 151 Officer) based on the information provided in the SOC and the SOC Case Assessment Report will lead to a formal agreement between the SWLEP and the scheme promoter. The development of an Outline business Case and/or Full Business Case may be a requirement of this grant agreement depending on the nature of the scheme. All transport schemes will be required to develop an Outline Business Case.
112. The grant agreement will set out the conditions under which the devolved funding is to be spent and the respective responsibilities of all parties. The scheme promoter is responsible for informing the SWLEP of any significant changes to a scheme's scope, costs and implementation timetable.

Stage 3: Outline business case

113. If successful in receiving a funding allocation from Government, scheme promoters will be requested to develop their scheme to Outline Business Case. The Outline Business Case includes a full economic and financial appraisal and develops the commercial and management cases. The Outline Business Case will follow the Strategic Outline Case process for approval.

Stage 4: Full business case

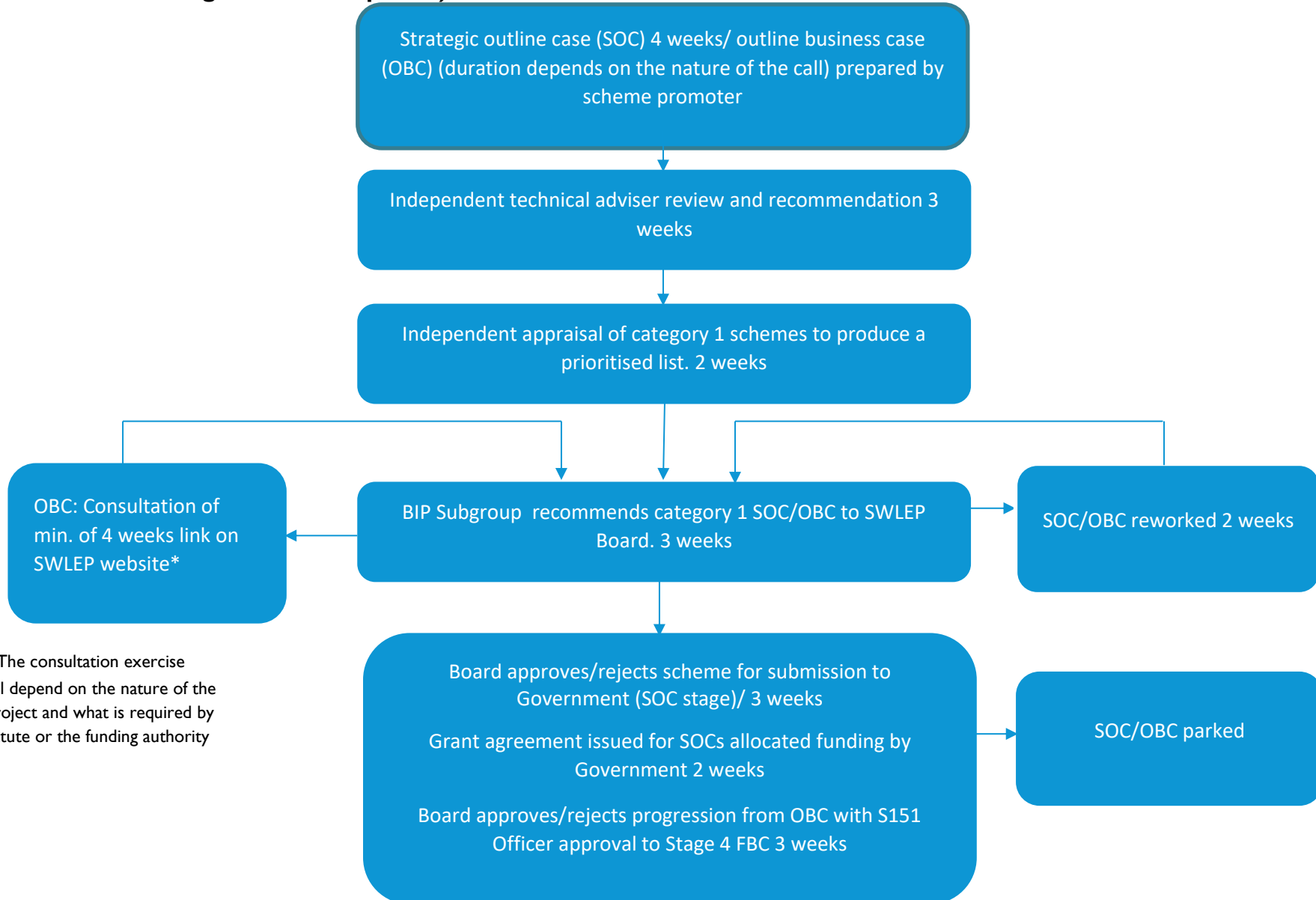
114. If successful in receiving a SWLEP Board approval at Outline Business Case stage, transport scheme promoters will be requested to develop their scheme to Full Business Case (FBC). The development of the FBC has a far greater emphasis on commercial, financial and management cases, ensuring arrangements are appropriate for effective delivery, including necessary statutory and procurement requirements (as appropriate).

115. The FBCs will be reviewed by the SWLEP and Accountable Body with the support of the relevant Independent Technical Advisor, with feedback provided to the scheme promoters, SWLEP and the Accountable Body Section 151 Officer through a Full Business Case Assessment Report. The Full Business Case Assessment Report will follow the format set out in the Outline Business Case Assessment Report.
116. Approval of the FBCs will be required by the SWLEP Board and the Accountable Body (including its Section 151 Officer). Based on the information provided in the FBC and the Full Business Case Assessment Report the grant agreement between the SWLEP and the scheme promoter may need to be updated. The scheme promoter is responsible for informing the SWLEP of any significant changes to the scheme's scope, costs and implementation timetable.
117. If funding is not approved, the scheme promoter may bring the scheme back for Stage 4 reassessment within the financial year. If time does not permit, the SWLEP Board will agree how to reallocate the funding to the over-programmed and prioritised list of schemes or postpone the scheme in accordance with the Accountable Body Agreement and notifying Government subject to Government's conditions and delegation of grant funding management in this manner.

Value for money

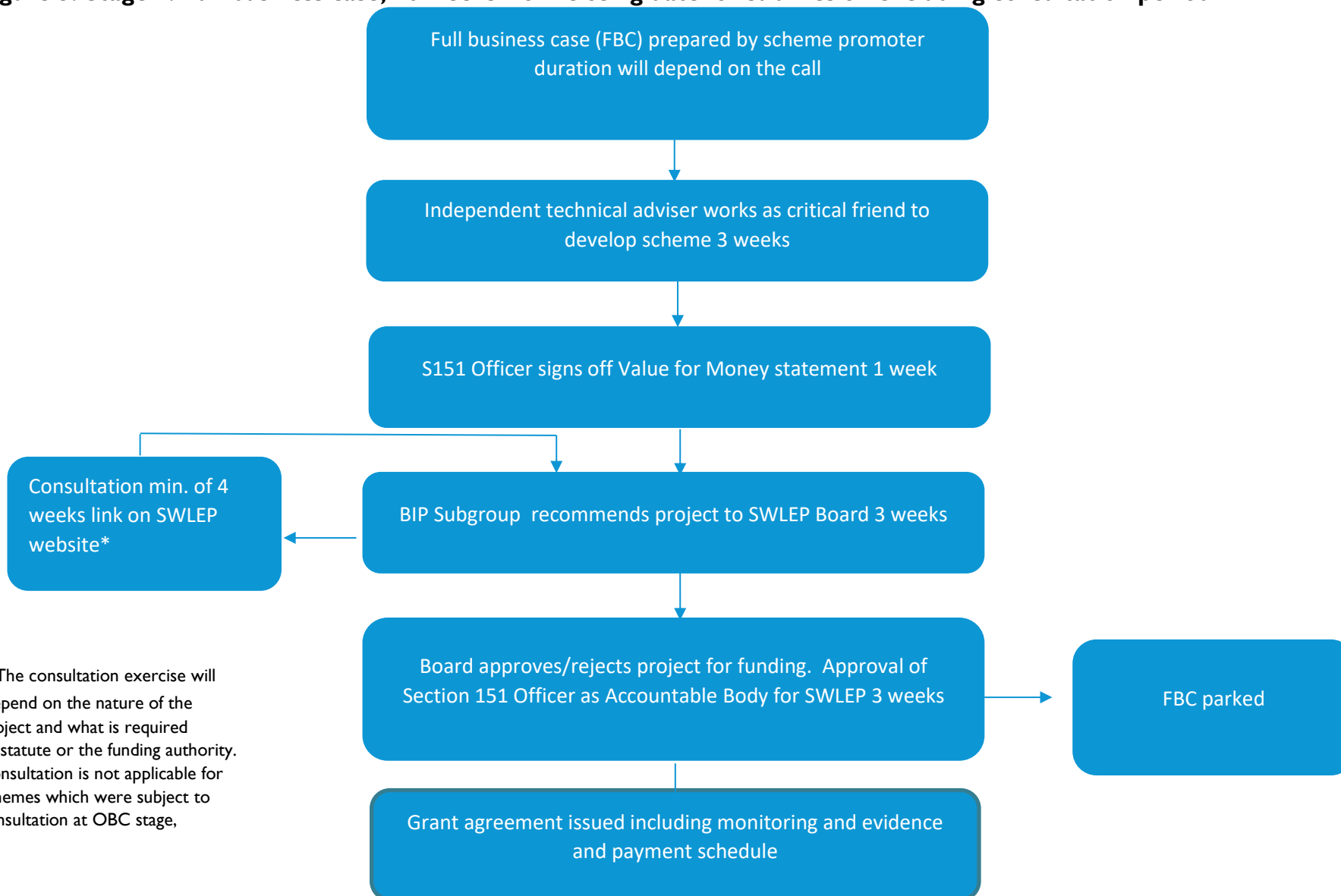
118. The Value for Money assessment should provide a Benefit Cost Ratio (BCR) of the scheme using monetised impacts in line with guidance. While it is expected that most schemes will need to have a Benefit Cost Ratio of 2:1 and over to gain approval, account will also be taken of a scheme's wider economic, environmental and social / distributional impacts. This means that a scheme with a low or medium BCR may still be considered for approval if wider objectives provide a compelling case (as determined by the Independent Technical Advisors) taking into account broader appraisal evidence in relation to:
- a. Schemes with a Benefit Cost Ratio between 1:1 and 2:1 to be considered for funding approval where there is an overwhelming strategic case on economic / development related, social, and / or environmental grounds (with minimal risk in the other cases).
 - b. Where scheme benefits are notoriously difficult to appraise in monetary terms and there are qualitative benefits which if monetised, the adjusted Benefit Cost Ratio would most likely increase above 2:1;
 - c. Where schemes are less than £2.0m and high value for money is estimated, but to conduct further quantified and monetised economic appraisal would be disproportionate; and
 - d. Value for money assessments will also take into account key impacts which are not readily monetizable, if there is a strong evidence base for them.

Figure 4: Stage 2 Strategic Outline Case (17-19 weeks) and Stage 3 Outline Business Case (11-13 weeks from closing date of submission excluding consultation period)



* The consultation exercise will depend on the nature of the project and what is required by statute or the funding authority

Figure 5: Stage 4: Full business case, 10 weeks from closing date for submission excluding consultation period



* The consultation exercise will depend on the nature of the project and what is required by statute or the funding authority. Consultation is not applicable for schemes which were subject to consultation at OBC stage,

119. The Scheme Promoter will be required to produce a Value for Money Statement in line with the relevant Government department or agency's guidance at each stage of the business case assessment and prioritisation process. The economic case (including the Value for Money Statement) will then be reviewed and updated as necessary to reflect changes in the scheme's scope, cost, and benefits in line with guidance and as per the Accountable Body Legal Agreement. The relevant Independent Technical Advisor will advise on submitted Value for Money Statements as part of their reporting and make recommendations to the SWLEP Board at Stage 4 - Full Business Case.
120. The Value for Money Assessment and Statement will be signed off as true and accurate by the Section 151 Officer of the scheme promoting authority and of the Accountable Body. The SWLEP will approve the business case based on the Value for Money Assessment and Statement, and other evidence as appropriate. The Independent Technical Advisors will provide independent review of the Value for Money Assessment and Statement prior to sign off by the Accountable Body Section 151 Officer.
121. Scheme Promoters will need to provide a detailed funding profile for review by the Accountable Body Section 151 Officer as part of Full Business Case development. This will be used to ascertain funding arrangements as per the Legal Agreements in place with the Accountable Body.
122. Scheme Promoters must monitor and evaluate their scheme's progress in line with the SWLEP Monitoring and Evaluation Framework which is available on the SWLEP website. Each scheme will also have an Implementation Summary Reporting containing delivery milestones.

Release of funding, cost control and approval conditions

123. The Accountable Body will not release any funding to the scheme promoter until a proportional level of business case has been approved by the SWLEP Board, and the Accountable Body in the form of the Section 151 Officer, and that the grant agreement conditions of use of the funding have been accepted by the scheme promoter.
124. Preparatory costs that are considered to be 'capital', providing these costs have been included in the overall scheme cost, will be paid upon approval. In addition, according to the conditions of each award up to a maximum of 10% of monies awarded will be released at the start of the scheme. All other payments will be made a quarter in arrears, based on profiles and following successful audit of claims required in accordance with the conditions of each award. If the claim differs from the agreed funding profile then the scheme promoter will also need to explain this in their submission for audit.
125. The SWLEP scheme contribution will be capped at the level set out in the award letter; therefore, any cost increases will need to be borne by the scheme promoter. Where there is

a forecast underspend, or a scheme is not progressing, any monies held will be returned to the Accountable Body, and the further release restricted to new schemes only, unless the scheme promoter seeks and gains approval for a re-profiling of the scheme spend.

126. The scheme promoter will be responsible for submitting financial claim forms (signed by the Section 151 officer or equivalent) to the Accountable Body.

127. The Accountable Body will advise the SWLEP of any concerns or irregularities. The SWLEP and/or the Accountable Body reserves the right to suspend funding at the end of any quarter, or request the return of previous funding payments, if it believes that there is a misuse of funds.

Programme and risk management

128. Scheme promoters will be required to provide an initial programme for each prioritised scheme. The programme should include estimated timescales for the following:

- a. Production of business cases;
- b. Completion of associated technical work;
- c. Progress of outline and detailed design;
- d. Statutory orders;
- e. Public consultation;
- f. Procurement; and
- g. Construction of scheme.

129. The SWLEP CEO will be the responsible officer for the management of risk within the LGF/GBF and successor programmes under the scrutiny of the SWLEP Board. At an operational level, the SWLEP's nominated Programme Manager will meet the Scheme Promoter to discuss the progress of schemes. The frequency of these meetings may depend on the complexity and scale of the scheme as well as the stage of preparation / construction and any risk issues previously identified and will be agreed in advance of a formal funding agreement being signed.

130. Scheme and programme risk levels will be closely monitored on a regular basis by the SWLEP Delivery and Performance Team. The default position is that the scheme promoter is expected to manage risk within the scheme and its funding envelope. Any significant issues that affect the programme as a whole will be referred to the next SWLEP Board meeting, including proposed modifications to the programme in the light of scheme progress.

131. Potential risks to the delivery of the scheme programme, such as overspend and delays to timescales, must be highlighted immediately in line with the tolerances set out in the Grant Agreement with the Accountable Body. Scheme promoters should also produce and maintain risk registers for their schemes and set out how they will manage potential risks.

Growing Places Infrastructure Fund

132. The Growing Places Infrastructure Fund was issued to SWLEP in 2012 as a Section 31 grant under the 'Growing Places' Initiative. This award comprised £8.67m capital which has operated as a loan fund plus £583,730 revenue to cover the cost of managing the fund. Additional capital resources have been added to the fund in subsequent years.
133. The GPIF loan fund operates on an open call basis and invites applications in the range of £150,000 to £2m from businesses based in Swindon and Wiltshire (Figure 6). Loans are awarded for capital purposes only and applications need to demonstrate that their investment project:
- Delivers sustainable economic growth within Swindon and Wiltshire;
 - Meet SWLEP's strategic objectives;
 - Will improve the productivity of the company;
 - Will create new jobs;
 - Cannot be delivered without the loan due to infrastructure or commercial constraints;
 - Can proceed quickly;
 - Can be repaid in three to four years or sooner;
 - Will lead to new exports if possible; and
 - Will lead to R&D or innovation if possible.
134. Applications are made on-line through the SWLEP website: <https://swlep.co.uk/programmes-swlep/swindon-and-wiltshire-investment-fund>. Applicants are required to submit:
- 3 years previous accounts, if available;
 - A business plan detailing future cashflow; and
 - Details of any security on offer (e.g. charge over land or property)
135. SWLEP's Accountable Body carries out business and credit checks on the applicant using the DueDil business intelligence system. The GPIF Working Group meets as often as required to review the due diligence information alongside the loan application pack. The GPIF Working Group also agrees the interest rate to be charged to reflect the risk profile of investing in the project. The GPIF Working Group comprises two SWLEP Board Directors, two independent representatives from the professional services sector and the representative of the s151 officer at the Accountable Body.
136. The recommendations of the GPIF Working Group are put to the SWLEP Board for agreement. Once loan applications are approved by the Board, the arrangements are formalised in a loan agreement between the SWLEP and the applicant. This agreement includes the agreed repayment term and instalments schedule.
137. The loan sum will be transferred by the Accountable Body on SWLEP's behalf to the company, generally as staged payments against agreed milestones or occasionally as a single payment.

Interest is charged on loan amounts that have been allocated to the company but await to be drawn down in line with any staged payment agreements.

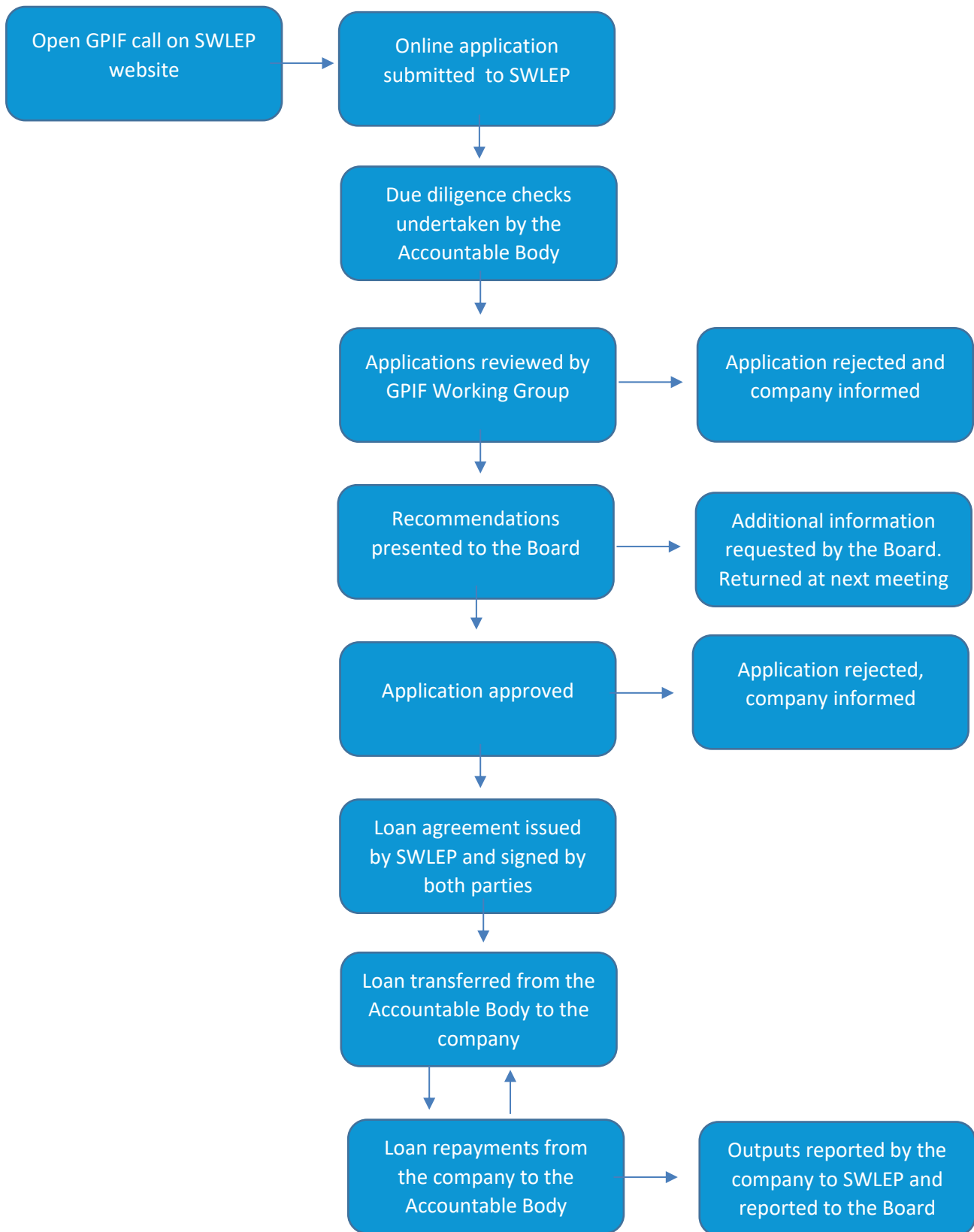
- I38. In exceptional circumstances, companies can request to reprofile the loan repayment. Any such request will be discussed by the GPIF Working Group and their recommendations will be put to the SWLEP Board for agreement.
- I39. There are no limits on the number of times a company can apply for a subsequent loan.
- I40. The outputs from the loan are monitored by SWLEP's Head of Business Support and they are reported to the Board through the Highlight Report.
- I41. The Accountable Body holds the capital fund in a ringfenced account on behalf of SWLEP. The revenue account was transferred to SWLEP Limited's bank at the point of business transfer in April 2020. The interest charged on the loan is transferred to SWLEP Limited's bank account as set out in the Accountable Body Agreement (Section G).

Oversight and evaluation

- I42. The GPIF loan fund falls under the oversight of the Ideas, Infrastructure and Places Subgroup. The terms of reference for the Subgroups can be found in Section B: Board Constitution, Appendix 3. All SWLEP programmes are also subject to external scrutiny by the Joint Scrutiny Panel.



Figure 6: GPIF Loan Fund application and award process



Growth Hub

Core funding

143. The Swindon and Wiltshire Growth Hub service is delivered directly by the Swindon and Wiltshire Local Enterprise Partnership Limited and its staff are directly employed by the partnership. It draws on core revenue funding from BEIS which is agreed annually. The terms for the use of core funding and monitoring and reporting requirements are specified by BEIS in an annual funding agreement.
144. The Growth Hub core grant award is offered under Section 11 of the Industrial Development Act 1982 to support the further development of Growth Hubs aligned to the Government's commitment to ensure that businesses in every region have access to high quality advice and guidance via Growth Hubs and to further simplify access to support for businesses.
145. The approach and outcomes for the Growth Hub are set out each year in a schedule to the grant offer letter and are conditional on the Accountable Body having previously certified in writing to BEIS (by 28 February each year) that the SWLEP's Governance Framework has been agreed, is being implemented and meets the standards set out in the National Local Growth Assurance Framework in force at that time.
146. BEIS specifies what is deemed to be eligible and ineligible expenditure under the core grant offer and eligible expenditure must be kept to the minimum for the efficient conduct of the Growth Hub.
147. The Growth Hub core grant is payable quarterly, in advance as agreed with BEIS. A completed spreadsheet with the expected eligible spend for the next quarter must be submitted alongside confirmation of actual spend in the previous quarter; and details of any spending on the Growth Hub which has been committed to be made by the end of the financial year. All Growth Hub claims compiled by SWLEP for BEIS need to be submitted by and signed off by SWLEP's Accountable Body.

Additional funding

148. From time to time additional funding may be awarded to the Growth Hub by government departments for the delivery of specific services or grant schemes. The delivery of these additional services are awarded under a separate grant award agreement.

Oversight and evaluation

149. The Growth Hub falls under the oversight of the Business Environment Subgroup. The terms of reference for the Subgroups can be found in Section B: Board Constitution, Appendix 3.



150. The Growth Hub is subject to external and internal evaluation annually. These reports are shared with the SWLEP Board and are published on the SWLEP website. From time to time, BEIS may also undertake a national Growth Hub evaluation exercise. In addition, all SWLEP programmes are also subject to external scrutiny by the Joint Scrutiny Panel.

Appendix 4: Transport specific requirements

Reference paragraph 109 of the Assurance Procedure

- a. The modelling and appraisal of schemes contained in business cases must be developed in accordance with the Green Book guidance published by the Department for Transport in TAG at the time the business case is submitted to the SWLEP for approval. TAG promotes the use of proportionate appraisal and gives some significant discretion in the level of detail that is appropriate depending on the nature of the transport scheme concerned as proposed in Annex B: Transport Schemes of the National Local Growth Assurance Framework September 2021.
- b. Where applicable, associated transport modelling work should be based on forecasts which are consistent with the definitive version of the Department for Transport's National Trip End Model (NTEM). Alternative planning assumptions may be used and/or required by the SWLEP as sensitivity tests.
- c. A 'transport scheme' is defined as any scheme that significantly changes the transport network infrastructure, whatever its objectives. For example, improving journey times may not be the objective of a scheme but the impact on journey times, if expected to be significant, would still need to be considered as part of the overall value for money consideration of a scheme.

Appendix 5: Exclusion of Access by the Public to Meetings and / or Reports

Reference paragraph 39 of the Assurance Procedure

a) Confidential Information – Requirement to Exclude the Public

The public must be excluded from meetings whenever it is likely in view of the nature of business to be transacted or the nature of proceedings that confidential information would be disclosed.

b) Exempt Information – Discretion to Exclude the Public

The public may be excluded from a meeting whenever it is likely in view of the nature of the business to be transacted or the nature of the proceedings that exempt information would be disclosed.

c) Meaning of Confidential Information

Confidential information means information given to the SWLEP by a Government Department, a local authority, partners, business or another agency on terms which forbid its public disclosure or information which cannot be publicly disclosed by Court Order.

d) Meaning of Exempt Information

Exempt information means information falling within the following categories (subject to any condition):

Category	Qualification
One: Information relating to any individual	Exempt information if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
Two: Information which is likely to reveal the identity of an individual	Exempt information if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information
Three: Information relating to the financial or business affairs of any particular person (including the authority holding that information)	Exempt information if as so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Information falling within paragraph 3 is not exempt information by virtue of that paragraph if it is required to be registered under: a) The Companies Act 1985



	<ul style="list-style-type: none"> b) The Friendly Societies Act 1974 c) The Friendly Societies Act 1992 d) The Industrial and Provident Societies Acts 1965 to 1978 e) The Building Societies Act 1986 f) The Charities Act 1993
Four: Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the SWLEP and employees of, or office holders under, the SWLEP	Exempt information if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
Five: Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings	Exempt information if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
Six: Information which reveals that the SWLEP proposes: <ul style="list-style-type: none"> a) To give under any enactment a notice under or by virtue of which requirements are imposed on a person, or: b) To make an order or direction under any enactment. 	Exempt information if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
Seven: Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime	Exempt information if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

Information falling within any of the above paragraphs is exempt information if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information.



e) Exclusion of Access by the Public to Reports

The SWLEP may exclude access by the public to the whole or any part of a report which relates to items during which, in accordance with B1 to B4 above, the meeting is not likely to be open to the public. Such reports or parts of reports will be marked “Not for Publication” together with the category of information likely to be disclosed.

Appendix 6: Register of Members Interest and Conflict of Interest Policy

Reference paragraph 66 of the Assurance Procedure

Register of Interests: Explanatory Note

1. The SWLEP operates within an assurance framework that requires robust systems to be in place to ensure that public funds are spent with regularity, propriety, transparency and value for money.
2. SWLEP Board Members must act in the interests of the SWLEP area as a whole and not according to the sectoral or geographic interests of their member organisations. Decisions must follow a robust process and be based on a sound analysis of business cases produced by scheme promoter(s) and any advice from relevant advisers, including Independent Technical Advisors.
3. The SWLEP's Constitution includes a Conflict of Interest Policy, which is set out at Appendix I of this form. This policy requires SWLEP Board Members (other than unitary authority members – see paragraph 7 below) to notify the SWLEP CEO in writing of any relevant interests for inclusion in a Register of Interests maintained by the Executive.
4. A relevant interest is any company directorship, trusteeship, remunerated post or any significant personal financial interest in an organisation or project likely to be affected by the work of the LEP or in receipt of SWLEP sourced funding.
5. Each Board Member shall review their individual register of interests before each board meeting and decision making committee meeting, submitting any necessary revisions to the LEP and S151/S73 Officer at the start of the meeting. Any recorded interests relevant to the meeting should also be declared at this point.
6. Even if a meeting has not taken place a Director must, within 28 clear working days of becoming aware of any change to the interests specified below, provide written notification to the LEP and S151/S73 Officer, of that change.
7. Board Directors must not vote or participate in discussions on any matter which relates directly to an organisation or project in respect of which they have a relevant interest.
8. Senior staff of the SWLEP or those staff involved in advising on decisions should also complete the form and report interests and are to review the Register every six months.
9. All members of the SWLEP Board should, in particular, note and observe the following requirements:
 - Dealing with conflicts of interests under paragraphs 8-11 of the Conflict of Interest Policy;
 - Maintaining confidentiality;
Information provided to a Board member must only be used for the purposes of the SWLEP. Board members must not disclose any information given to them in confidence without the written consent of a person who is authorised to give it,



or unless required by law to do so. Board members must seek the advice of the Executive before disclosing any information given in confidence – paragraph 20 SWLEP Constitution.

- Members should not accept any personal gifts or hospitality from any individual or organisation (including contractors and/or outside suppliers) which has or may have a specific interest in any major scheme.

10. The Register of Interests of Board Members is published on the SWLEP website.

Swindon and Wiltshire Local Enterprise Partnership: Register of Members' Interests for Board Members and senior staff

From [date] to [date]

As a Board Director/Co-opted Member of the Swindon and Wiltshire Local Enterprise Partnership (LEP), I declare that I have the following disclosable pecuniary and/or non-pecuniary interests. ***(Please state 'None' where appropriate, do not leave any boxes blank).***

Notification of change of circumstances

Each Board Director/Co-opted Member shall review their individual register of interests before each board meeting and decision making committee meeting, submitting any necessary revisions to the LEP and S151/S73 Officer at the start of the meeting. Any recorded interests relevant to the meeting should also be declared at this point.

Even if a meeting has not taken place a Director/Co-opted Member must, within 28 clear working days of becoming aware of any change to the interests specified below, provide written notification to the LEP and S151/S73 Officer, of that change.

***Spouse/Partner** – In the notice below my spouse or partner means anyone who meets the definition in the [Localism Act](#), that is, my spouse or civil partner, or a person with whom I am living as a spouse or a person with whom I am living as if we are civil partners, and I am aware that that person has the interest having carried out a reasonable level of investigation. Where your spouse or partner has recently been involved in any activity which would have been declarable, this should be mentioned, with the date the activity ended.



Section I	Any employment, office, trade, profession or vocation carried on for profit or gain	Myself	Spouse/partner*
I.1	Name of: 1. your employer(s) 2. any business carried on by you 3. any other role in which you receive remuneration (this includes remunerated roles such as councillors)		
I.2	Description of employment or business activity.		
I.3	The name of any firm in which you are a partner.		
I.4	The name of any company for which you are a remunerated director.		



Section 2	Sponsorship	Myself	Spouse/partner
2.1	<p>Any financial benefit obtained (other than from the LEP) which is paid as a result of carrying out duties as a Member.</p> <p>This includes any payment or financial benefit from a Trade Union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992 (a).</p>		
Section 3	Contracts	Myself	Spouse/partner
3.1	Any contract for goods, works or services with the LEP which has not been fully discharged by any organisation named at I.1.		None
3.2	Any contract for goods, works or services entered into by any organisation named at I.1 where either party is likely to have a commercial interest in the outcome of business being decided by the LEP.		

Section 4	Land or property	Myself	Spouse/partner
4.1	<p>Any interest you or any organisation listed at I.1 may have in land or property which is likely to be affected by a decision made by the LEP.</p> <p>This would include, within the area of the LEP:</p> <ul style="list-style-type: none"> a. Any interest in any land in the LEP areas, including your place(s) of residency b. Any tenancy where the landlord is the LEP and the tenant is a body in which the relevant person has an interest c. Any licence for a month or longer to occupy land owned by the LEP. <p>For property interests, please state the first part of the postcode and the Local Authority where the property resides. If you own/lease more than one property in a single postcode area, please state this.</p>		

Section 5	Securities	Myself	Spouse/partner
5.1	<p>Any interest in securities of an organisation under 1.1 where:</p> <ul style="list-style-type: none"> • that body (to my knowledge) has a place of business or land in the area of the LEP; and • either – <ol style="list-style-type: none"> a. the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or b. if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which has an interest exceeds one hundredth of the total issued share capital of that class 		
Section 6	Gifts and hospitality	Myself	Spouse/partner
6.1	Any gifts and/or hospitality received as a result of membership of the LEP (above the value of £50).		

Other interests

Membership of Organisations

I am a member of, or I am in a position of general control, a trustee of, or participate in the management of:

1. Any body to which I have been appointed or nominated by the LEP:

2. Any body exercising functions of a public nature (for example, school governing body or another LEP):

3. Any body directed to charitable purposes:

4. Any body, one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union):

5. Any local authority (please state any interests you hold as LA leaders/cabinet members for LA land, resources and the LA's commercial interests):

6. Any other interest which I hold which might reasonably be likely to be perceived as affecting my conduct or influencing my actions in relation to my role.

Director's/Co-Member's declaration and signature

I confirm that having carried out reasonable investigation, the information given above is a true and accurate record of my relevant interests, given in good faith and to the best of my knowledge;

Date	
Director/Co-opted Member's Name <i>(Capitals – in full)</i>	
Signature	

RECEIPT BY SWLEP

Date received by SWLEP	
Signature of SWLEP Chief Executive Officer	

RECEIPT BY S151/S73 OFFICER

Date received by the S151/S73 Officer	
Signature of S151/S73 Officer	

G Accountable Body Agreement March 2019 and Variation I March 2020

Dated **March 2019**

- (1) WILTSHIRE COUNCIL**
- (2) SWINDON BOROUGH COUNCIL**
- (3) SWINDON AND WILTSHIRE LOCAL
ENTERPRISE PARTNERSHIP
LIMITED**

ACCOUNTABLE BODY AGREEMENT

This Agreement made on

2019

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 LIMITED** (registered number 11766448) 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 Funding 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 devolved Funding by government 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 revenue and capital funding which government specifies should only be held by the accountable body and to be allocated by SWLEP pursuant to the Governance 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 Governance Framework means the Swindon and Wiltshire Local Enterprise Partnership (SWLEP) Governance Framework dated [March 2019].

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 or SWLEP 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 Governance 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 Governance 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 in consultation with the Accountable Body which shall include the obligation to repay in whole or part the Funding in the event of non-compliance with any conditions.
- 5.2 With the approval of the S151 Officer, SWLEP 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 which shall substantially be in the form of Grant Agreement attached in Schedule 2.
- 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, SWLEP 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 Funding 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 Funding and make timely payments in respect of such Funding for and on behalf of SWLEP;
 - 5.4.4 assure itself that the records held by SWLEP for the revenue funding that is managed by the SWLEP meets all the requirements of the



- Accountable Body and are in line with the SWLEP Governance Framework. SWLEP being responsible for the internal audit to ensure financial controls are in place;
- 5.4.5 maintain proper records of all Funding received and disbursed for SWLEP and make such records available for inspection by both internal and external regulators;
- 5.4.6 supply, as necessary, completed statements of Funding received, expenditure and disbursement to SWLEP, funding organisations, central government and external auditor.
- 5.5 Interest will be calculated annually based on an actual cashflow on a monthly basis. In order to recognise the variation in interest rate applicable across the different investment routes, it will be applied using the average interest rate earned by Wiltshire Council for that month. SWLEP are required to submit a forecast cashflow for the ensuing financial year in May of that financial year.
- 5.6 Wiltshire will be paid a sum set and agreed each year for the reasonable costs of acting as the Accountable Body. This sum will be paid in arrears annually.
- 5.7 Where all the Parties agree, and in the event that there is a requirement to undertake any re-profiling of the Local Growth Deal Funding or subsequent capital funding streams in any Financial Year, that part of the aforementioned funding which has been the subject of such re-profiling shall be available to either Wiltshire for any of their respective capital projects. Such amount of such Funding utilised by Wiltshire in accordance with this Clause 5.6 shall be provided for in Wiltshire's budgets for the next Financial Year and immediately reimbursed to SWLEP at the start of the next Financial Year.
- 5.8 SWLEP and Swindon shall:
- 5.8.1 Co-operate with and assist Wiltshire acting in its role as accountable body in undertaking the day to day responsibility for Funding matters;
- 5.8.2 Co-operate with and assist Wiltshire in regular audit examinations of all operating systems;
- 5.8.3 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 SWLEP 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 has been 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 in respect to the Funding 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 2018 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 any 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 any other Party and lawfully acquired from sources other than any 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 other 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 or SWLEP 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 81, Section F of the SWLEP Governance 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 Secretary of State for Business Environment and Industrial Strategy to resolve such dispute (Section F of the SWLEP Governance Framework, paragraph 18).
- 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 others 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 any 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. No Party shall have, nor represent that it has, any authority to make any commitments on the other Parties' behalf.

16.6 Except as otherwise expressly provided by the Agreement, all remedies available to any 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

EXECUTED as a DEED BY)

.....

.....

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

Schedule I

Roles & Responsibilities

I.1 Wiltshire shall take appropriate steps to:

- I.1.1 Ensure (through the Section 151 officer) that Funding is 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.
- I.1.2 Ensure that it will not use the Funding for its own purposes without consent of the SWLEP.
- I.1.3 Confirm that the SWLEP Governance Framework is being adhered to.
- I.1.4 Confirm that the SWLEP has in place the processes to ensure the proper administration of its financial affairs.
- I.1.5 Release funding against a SWLEP agreed contract providing that the requirements meet the terms of the grant and the overall safeguarding of public money requirements and ensure that value for money is achieved.
- I.1.6 Approve the release of Funding in consultation with the Accountable Body Section 151 Officer and in accordance with the Accountable Body Agreement to the relevant scheme promoter in line with any grant conditions in the grant condition letter through a Section 31 Grant Determination.
- I.1.7 Ensure that all the requisite duties set out in s151 of 1972 Act are fully met including the safeguarding of public money, best value and value for money.
- I.1.8 Satisfy itself that arrangements for local external audit of Funding allocated by the SWLEP are comparable to Wiltshire Council's own arrangements for local authority spend.

I.2 SWLEP shall:

- I.2.1 Comply with the SWLEP Governance Framework.
- I.2.2 Develop strategic economic plans and policies.
- 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 Allocate funding which is approved by the Accountable Body.
- I.2.6 Using reasonable endeavours to ensure best value and 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.

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 Governance 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.

Variation I to the Accountable Body Agreement March 2020

THIS AGREEMENT is made the _____ day of _____ 2020 between

- (1) **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge, Wiltshire BA14 8JN (“**WC**”);
- (2) **SWINDON BOROUGH COUNCIL** of Civic Offices, Euclid Street, Swindon SN1 2JH (“**SBC**”); and
- (3) **SWINDON AND WILTSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED** a company incorporated in England and Wales with registered number 11766448 whose registered office is situated at the offices of Digital Mansion, Corsham, Pickwick Road, Corsham, Wiltshire, England, SN13 9B (“**SWLEP**”);

each a Party and together the Parties.

BACKGROUND

- A. The Parties are party to the Accountable Body Agreement dated 28 March 2019 that set out the respective roles and responsibilities of WC, acting as Accountable Body to the SWLEP, SBC and the SWLEP (the “**Agreement**”).
- B. Consequently the Parties wish to amend the Agreement as set out in this agreement with effect from 1 April 2020 (the “**Variation Date**”).

AGREED TERMS

1. TERMS DEFINED IN THE AGREEMENT

1.1. In this agreement, expressions defined in the Agreement and used in this agreement have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this agreement.

2. CONSIDERATION

2.1. In consideration of the mutual promises set out in this agreement, the parties agree to amend the Agreement as set out below.

3. VARIATION

3.1. With effect from the Variation Date the parties agree to the following amendments to the Agreement:

<p>a) Clause 5.5 amended:</p>	<p>This clause is amended to read as follows:</p> <p>Interest will be calculated annually based on actual cashflow on a monthly basis. In order to recognise the variation in interest rate applicable across the different investment routes, it will be applied using the average interest rate earned by Wiltshire Council for that month. Any interest on the Growing Places Infrastructure Fund monies is to be paid to the SWLEP quarterly in arrears.</p> <p>SWLEP are required to submit a forecast cashflow for the ensuing financial year in May of that financial year.</p>
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<p>b) Schedule 2 (Funding) added:</p>	<p>This schedule is inserted into the agreement: Schedule 2 as set in Appendix 1.</p>
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3.2. Except as set out in clause 3.1, the Agreement shall continue in full force and effect.

4. CONFORMED COPY

4.1. The parties acknowledge that the Agreement as amended by this agreement shall be read and construed as the same appears as a conformed copy attached at Appendix 2 to this agreement.

5. GOVERNING LAW AND JURISDICTION

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

5.2. The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this variation agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of i

Signed by

authorised signatory of **WILTSHIRE COUNCIL**

Signed by

authorised signatory of **SWINDON BOROUGH COUNCIL**

Signed by

Director for and on behalf of

SWINDON AND WILTSHIRE LOCAL ENTERPRISE PARTNERSHIP LIMITED

Appendix I

Schedule 2 - Funding

I.1 In order to meet the S151 obligations of the Council acting as SWLEP Accountable Body to include:

- Sign off the annual assurance letter that confirms the SWLEP has in place the processes to ensure the proper administration of their financial affairs
- Sign off that SWLEP Governance Framework is compliant with the minimum standard's outlined in the National Local Growth Assurance Framework Guidance 2019
- Release of funds held on behalf of the SWLEP by Wiltshire Council as Accountable Body to SWLEP and to third parties as set out in the schedules below

I.2 SWLEP must provide the following in advance of any funds transfer in April of each year:

- Annual Business Plan for revenue operations
- Forecast Cashflow for all projects, revenue and capital.

I.3 SWLEP must complete and self-certify the following checklist in advance of any fund transfer:

Requirement	Method of Provision
1. Accounting package that is fit for purpose	Xero finance package purchased and set up monitor financial transactions
2. Financial system to receive income and make payments	Santander bank account in place.
3. Arrangements to deal with VAT, Corporation Tax	Xero package calculates payments. Monahans has been engaged to assist with final returns
4. Suitable insurance arrangements and adequate cover, public liability	Copy of certificate to be shared with AB every year. £5m professional indemnity and £10m public indemnity insurance in place. Current certificate expires 26 Aug 2020.
5. Business continuity plans	All systems are cloud based to enable home working and keep data secure and off site.
6. Suitable asset management arrangements – to include valuation arrangements where necessary	SWLEP Assets are listed in the business transfer agreement and comprises office equipment registered on an asset register, which is stored on the cloud.

7. Banking arrangements/reconciliation	Santander bank account is connected to the Xero account and this is reconciled daily.
8. Financial delegation scheme	This is set out in the SWLEP Governance Framework and is agreed annually by the Board.
9. Fit for purpose Governance	The Governance Framework is reviewed annually by BEIS and a judgement of effectiveness is provided.
10. External Auditors suitable for the size of the Company	Monahans have been engaged
11. Treasury management arrangements where needed	This is being undertaken by the Accountable Body.
12. Adequate arrangements in place to confirm annual governance requirements and assurance framework, for example, assurances, control breakdowns and weaknesses	Signed off by S151 and BEIS every year as part of annual performance review
13. Adequate arrangements in place for risk management	Risk register is in place and managed by the Chief Executive
14. Company has adequately addressed LGPS requirements	Pension agreement drafted and under review and will be in place for the business transfer
15. Company has an adequate anti-fraud policy and Money Laundering policy	Draft policies in place March 2020

Funding Schedule

1.4 Monies to be transferred to SWLEP relating to Closing Balances from 2019/2020 and previous years funds:

Grant	Funding stream	Requirement for initial transfer to LEP	Transfer Amount	Time frame	Ongoing Requirement
Any Balance as at 31/03/2020 in relation to: <ol style="list-style-type: none"> 1. Additional Capacity Grant 2. Core and Capacity Funding Grant 3. Higher Futures Grant 4. Careers Hub Grant 5. Skills Analysis Panel Grant 6. Growing Places Revenue Grant 	Revenue Grant	Reconciliation of 19/20 account to be signed off by Head of Finance Growth Investment and Place and SWLEP Director	Remaining Balance	Reconciliation complete 20/04/2020 Payment 27/04/2020	6 monthly and year-end report to include final balances rolled fwd.
Interest Balance as at 31/03/2020	Revenue	Reconciliation of 19/20 account to be signed off by Head of Finance Growth Investment and Place and SWLEP Director	Full Balance	Reconciliation complete 20/04/2020 Payment 27/04/2020	6 monthly and year-end report to include final balances rolled fwd.

1.5 Monies to be transferred to SWLEP relating to 2020/2021 and future years:

Grant	Funding stream	Requirement for initial transfer to LEP	Transfer amount	Time frame	Ongoing Requirement
Core and Capacity Funding Grant	Revenue Grant	All conditions listed under Assurance Framework and Match Funding have been evidenced and signed off by Head of Finance Growth Investment and Place	50% 50%	01/04/2020 01/10/2020	6 monthly and year-end report to include final balances rolled fwd. 2 nd instalment will only be released if 1 st instalment signed off.
Growing Places Infrastructure Funding Interest from third party loans	Revenue Income		100%	Quarterly in arrears	6 monthly and yearend report to include final balances rolled fwd.
Interest from Accountable Body for SWLEP Capital Grants	Revenue	Agree annual cashflow	100%	Annually in arrears by 30/04	6 monthly and yearend report to include final balances rolled fwd.
Growth Hub Grant	Revenue		100%	When received	Qtrly and year-end report.
Any new Grant awarded to SWLEP	Revenue	Will refer to grant conditions	To be agreed in writing between SWLEP and Accountable Body dependent on grant conditions and risk	To be agreed in writing between SWLEP and Accountable Body in advance of grant receipt	To be agreed in writing between SWLEP and Accountable Body in advance of grant receipt

I.6 Grant to be held by Accountable body and released to third parties:

Grant	Funding stream	Release of funds requirement	Ongoing Requirements
Local Growth Fund Grant/ Getting Building Fund Grant	Capital	Accountable Body will only release funds providing: <ol style="list-style-type: none"> 1. In Business Plan 2. Has Board approval 3. Legal Agreement is in place 4. Within Capital grant allocation for the scheme for the Financial year 5. Passes 10% compliance check 6. Authorisation obtained from SWLEP 7. Released by HoF 	Agreed cashflow between SWLEP and Accountable Body annually in advance of 30/04/2020 Monthly reporting provided by Accountable Body to SWLEP
Local Growth Fund Retained Schemes Grant	Capital	Accountable Body will only release funds providing: <ol style="list-style-type: none"> 1. In Business Plan 2. Has Board approval 3. Legal Agreement is in place 4. Within Capital grant allocation for the scheme for the Financial year 5. Passes 10% compliance check 6. Authorisation obtained from SWLEP 7. Released by HoF 	Agreed cashflow between SWLEP and Accountable Body annually and in advance of 30/04/2020 Monthly reporting provided by Accountable Body to SWLEP
Local Growth Fund DfT	Capital	Accountable Body will only release funds providing: <ol style="list-style-type: none"> 1. In Business Plan 2. Has Board approval 3. Legal Agreement is in place 4. Within Capital grant allocation for the scheme for the Financial year 5. Passes 10% compliance check 6. Authorisation obtained from SWLEP 7. Released by HoF 	Agreed cashflow between SWLEP and Accountable Body annually and in advance of 30/04/2020 Monthly reporting provided by Accountable Body to SWLEP
Growing Places Infrastructure Fund	Capital	Accountable Body will only release funds providing: <ol style="list-style-type: none"> 1. Legal Agreement is in place 2. Authorisation obtained from SWLEP 3. Released by HoF 	Agreed cashflow between SWLEP and Accountable Body annually and in advance of 30/04/2020

			Monthly reporting provided by Accountable Body to SWLEP
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Match Funding

1.7 For any grants requiring match funding SWLEP will provide to the Accountable Body:

- Total match amount and private/public match total at the beginning of the year.
- How match spend will be captured and evidenced in line with any grant funding guidance.
- Report on match funding and provide evidence on a quarterly basis.

Version control: the following section has been updated to show 2021/22 figures

Accountable Body Charge for 2021/2022

1.8 This will cover the following activities:

- i. Annual checklist for assurance and release of funds
- ii. Review of Business Plan and Cashflow (assistance to LEP in preparing an annual cashflow for SWLEP held revenue funds and Accountable Body held capital funds)
- iii. Grant Bid due diligence and sign off where required
- iv. Management of capital funds held on behalf of SWLEP to include:
 - Treasury management -
 - Loan schedule management including interest calculation
 - Payment of funds
 - 10% compliance check
- v. Attendance of SWLEP Board Meetings
- vi. Attendance to Delivery Programme Team meeting
- vii. Monthly reporting for capital funds held on behalf of SWLEP
- viii. Grant reporting and sign off where required from S151
- ix. Assurance that SWLEP have taken independent advice and assessment for Loan agreements, (that is, that the SWLEP have undertaken/commissioned financial assessment of companies standing and business plans, reviewed state aid implications and determined appropriate interest rate)

- x. Calculation and transfer of interest accrued in relation to Growing Places Infrastructure Loans and from Capital Funds held on behalf of SWLEP
- xi. Attendance to Annual conversation meeting
- xii. Framework compliance check

Accountable Body Charge will be based on following:

- i. S151 Annual salary plus overhead 2%
- ii. Head of Finance Annual salary plus overhead 6%
- iii. Management Accountant Annual salary plus overhead 10%
- iv. Treasury charge fixed rate
- v. Accounts Payable and Accounts Receivable – fixed rate
- vi. Director of Legal & Democratic Services Annual salary plus overhead 1% (for Legal advice and assurance framework from monitoring officer)

Accountable Body charge 2021/22	% rate or fixed rate	Total
S151 Annual salary plus overhead	2%	£3,750
Head of Finance Annual salary plus overhead	6%	£5,550
Management Accountant Annual salary plus overhead	10%	£4,650
Treasury charge	Fixed rate	£1,906
Accounts payable and Account Receivable	Fixed rate	£720
Director of Legal & Democratic Services Annual salary plus overhead	1%	£1,580
Total		£18,156

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, and at all other times, abide by the 7 principles of public life: as set out in Section 28 of the Localism Act 2011¹³;

- a. Selflessness;
- b. Integrity;
- c. Objectivity;
- d. Accountability;
- e. Openness;
- f. Honesty; and
- g. 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.

¹³ <http://www.legislation.gov.uk/ukpga/2011/20/section/28/enacted>

Accordingly, Board Directors, when conducting themselves in accordance with these principles:

- must act in a manner consistent with the SWLEP's equality and diversity strategy and treat their fellow Board Members, members of staff and others they come into contact with when working in their role with respect and courtesy at all times.
- must act solely in the public interest and should never improperly confer an advantage or disadvantage on any person or act to gain financial or other material benefits for their selves, their family, a friend or close associate.
- must not place themselves under a financial or other obligation to outside individuals or organisations that might be reasonably regarded to influence them in the performance of their official duties.
- when carrying out their SWLEP duties they must make all choices, such as making appointments, awarding contracts or recommending individuals for rewards or benefits, based on evidence.
- are accountable for their decisions and must co-operate fully with whatever scrutiny is appropriate to their position. They must be as open as possible about both their decisions and actions and the decisions and actions of the SWLEP. In addition, they should be prepared to give reasons for those decisions and actions.
- must declare any private interests, both pecuniary and non-pecuniary, including membership of any Trade Union, political party or local authority that relates to their SWLEP duties. Furthermore, they must take steps to resolve any conflicts arising in a way that protects the public interest.
- must, when using or authorising the use by others of the resources of the SWLEP, ensure that such resources are not used improperly for political or personal purposes (including party political purposes).
- must promote and support high standards of conduct when serving in their SWLEP post, in particular as characterised by the above requirements, by leadership and example.

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 Constitution¹⁴.

Complaints and Whistleblowing

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 SWLEP using its complaints and whistleblowing procedures (Sections L and M of the Governance Framework).

Declaration of acceptance of appointment

3. All Board Directors are required to make a declaration of acceptance of appointment on the form before or at the first Board meeting after their appointment (Appendix 7).

¹⁴ <https://cms.wiltshire.gov.uk/mglistgifts.aspx?bcr=l>

Appendix 7: Declaration of acceptance of appointment to the SWLEP Board

I

having been appointed as a Board Director 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

I Transparency Code

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

<https://www.local.gov.uk/our-support/guidance-and-resources/data-and-transparency/local-government-transparency-code>

Section J: Remuneration and expenses policy

I. Remuneration

I.1 Chair's remuneration

The Chair of the SWLEP is entitled to receive an allowance of £10,000 per annum. This payment is intended to recognise the time commitment involved in delivering the role, including such inevitable calls on their time such as meeting with the SWLEP CEO, the LEP Network and South West LEP Network, events and representations to Government and various SWLEP meetings as set out in the Governance Framework. It is also intended to cover incidental costs such as the use of their homes.

I.2 SWLEP Staff

The SWLEP CEO is appointed through a formal selection and interview process. An interview panel comprising at least three public and private sector Board Directors will be convened to shortlist and interview candidates and to select the appointee.

Staff are employed by SWLEP Limited on its terms and conditions with the exception of staff who transferred on Wiltshire Council terms and conditions under the Business Transfer Agreement in March 2020. Appointments will be made by the SWLEP CEO in consultation with the Board Chair and Executive Team.

2. Travel and subsistence expenses

2.1 SWLEP staff

Staff working for the SWLEP are entitled to claim expenses in accordance with the policy in place at Wiltshire Council. Consultants are entitled to claim expenses as agreed by contract.

2.2 Board Director travel expenses

All elected Board Directors, including the Chair, are entitled to claim expenses to cover travel and subsistence in performing their role as a Board Member. Mileage will be paid to cover travel incurred to and from meetings arranged by the SWLEP or where Board Directors are asked to represent the SWLEP as well as for occasional travel to other events and meetings as required. Wherever possible, Board Members will travel by the most cost-effective means and the rate reimbursed will be in line with Wiltshire Council's travel allowance policy:

- a) Standard class rail fare, or ordinary fare for other public transport, or the appropriate cheap rate where applicable. NB Standard class rail travel must always be used. If the train's Standard class accommodation is full, Board Members may travel First class.
- b) The mileage rate is 45p rate for the first 10,000 miles, and 25p for each subsequent mile. The rate for travel by a Board Member in a private car is linked to the inland revenue rate (currently 45p per mile) and any movement in that rate will trigger an automatic change in the Board Members' rate.
- c) A cycle allowance of 40p per mile.
- d) An allowance of 5p per mile when giving passengers a lift.
- e) Hire of taxi cabs in cases of urgency or unavailability of public transport.

- f) Expenditure on tolls, ferries, parking fees etc., and overnight parking.
- g) Air travel is not anticipated however in exceptional circumstances, if travelling by air the cost must not exceed the rate applicable to travel by appropriate alternative means of transport together with an allowance equivalent to the amount of any saving in subsistence allowance consequent on travel by air. The SWLEP CEO is authorised to approve air travel for Board Members or SWLEP staff when they consider that the saving in time is so substantial as to justify payment of the fare for travel by air, and in such cases there may be paid an amount not exceeding:
 - i. the ordinary fare or any available cheap fare for travel by regular air service, or;
 - ii. where no such service is available or in case of urgency, the fare actually paid by the Board Member or SWLEP staff member.

2.2 Board Director subsistence allowance

Board Members will be entitled to claim subsistence when they are representing the SWLEP and are required to travel. Subsistence is not payable where a meal is provided free of charge. Given the length of the Board Meetings, the SWLEP will provide a buffet lunch for Board Directors, Advisers and Observers after each Board meeting. The subsistence allowance is:

- a. Subsistence and overnight allowances be linked to those paid for SWLEP staff with the exception of lunch allowance which is payable for Board Directors and Advisers when in attendance and evidenced by receipts.
- b. In the case of an absence not involving an overnight absence from a Board Director's usual place of residence:

Subsistence type	Qualifying criteria	£maximum
Breakfast	departure from normal place of residence before 7am for an absence of at least 3 hours	£15.00
Lunch	departure from normal place of residence before 12 noon and return after 2pm	£15.00
Tea	return to normal place of residence after 6.30pm, following an absence of at least 3 hours	£3.35
Dinner	return to normal place of residence after 8.30pm, following an absence of at least 3 hours	£35.00
Overnight	overnight absence from the usual place of residence (excluding London). This is the maximum payable for a complete 24-hour period of absence from normal place of residence and includes allowances for all meals listed above. It cannot be claimed if overnight accommodation has been paid for direct by the council.	£120.00 In London ¹⁵ : £160.00

¹⁵ For the purpose of this paragraph, London means the City of London and the London boroughs of Camden, Greenwich, Hackney, Hammersmith and Fulham, Islington, Kensington and Chelsea, Lambeth, Lewisham, Southwark, Tower Hamlets, Wandsworth and Westminster.

2.3 Meals on Trains

When main meals (that is, a full breakfast, lunch or dinner) are taken on trains during a period for which there is an entitlement to day subsistence, the reasonable cost of the meals (including VAT), may be reimbursed in full. Where the cost of meals taken on trains is reimbursed, absence from the normal place of residence must be consistent with absences listed in the table above.

3. SWLEP hospitality events

From time to time the SWLEP will hold evening events and dinners for example as part of new Board Members' induction or to host inward investment visits. Travel to and from the event or dinner can be claimed by Board Directors as per the travel policy above. In these instances, the reasonable cost of food and refreshments will be met by the SWLEP with the SWLEP CEO's approval.

4. Claims and payments

The Chair's allowance, when claimed, will be paid in 12 equal payments upon receipt of a SWLEP expenses claim form. The SWLEP CEO will authorise the claim each month in order that it is processed in the same manner as all other payments made by the SWLEP.

All travel and subsistence claims should be made monthly using a SWLEP expenses claim form and should include VAT receipts to evidence the claim including petrol receipts for mileage claims. The SWLEP CEO will authorise the claim before it is processed in the same manner as all other payments made by the SWLEP.

A register of expenses claimed by SWLEP Board Directors from 1 April 2020¹⁶ will be maintained and published on the SWLEP website.

¹⁶ Date SWLEP Limited began operating as a private company limited by guarantee.

Section K: SWLEP Board recruitment

I. Board Membership

The SWLEP has a Board with a minimum of 14 and a maximum of 20 Directors 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. Alongside the business community is the active involvement of Local Government through the role of the Leaders of the two Unitary Authorities as Board Members as Standing Members of the Board. A permanent seat at the Board will be allocated for a Director to represent the Military and another seat to represent the education sector, these seats will not be tied to a specific Military Service or educational institution or organisation. The Military and education sector representatives will be appointed on a three-year basis (which can be extended in accordance with the company's articles of association).

Board Directors who are not Standing Members of the Board are appointed for three years, this term may be extended for a further three years with the agreement of the Board, that is, a maximum of six years from the date they were first appointed to the Board, irrespective of the position they may hold or be appointed to the Board, irrespective of the position they may hold or be appointed to during that period. In exceptional circumstances, to support business continuity, this term can be extended annually for up to a further year with the Board's agreement. This annual extension can only happen a maximum of three times, that is, an absolute maximum of nine years tenure in total. The structure of the SWLEP Board is displayed in Table I.

Table I: Local Enterprise Partnership Board Membership

Role	Organisation	Appointment	Length of Tenure
Chair	Private sector (mandated)	Voted by SWLEP Board	3 years, but can be extended
Deputy Chair	Private sector	Voted by SWLEP Board	3 years but can be extended
Local Authority Board Member	representative of Swindon Borough Council	Permanent	Permanent
Local Authority Board Member	representative of, Wiltshire Council	Permanent	Permanent
Board Member	Military	Permanent seat reserved for the Military. Director voted by the Board	3 years, but can be extended

Role	Organisation	Appointment	Length of Tenure
Board Member	Education sector	Permanent seat reserved for education. Director voted by the Board	3 years but can be extended
8-14 x Board Member	Private sector	Voted by SWLEP Board	3 years but can be extended
Advisor to the Board	Swindon Borough Council Chief Executive	Permanent	Permanent
Advisor to the Board	Wiltshire Council Chief Executive Officer	Permanent	Permanent

The SWLEP Board is responsible for:

1. The development, review and refresh of the strategic economic plans such as the Local Industrial Strategy;
2. The successful and effective delivery of the City Deal, Strategic Economic Plan, the Growth Deal and projects resourced by the Growing Places Infrastructure Fund and their successor programmes; and
3. The approval of scheme funding on the basis of recommendations from the relevant Subgroups.

2. Board Director, Chair and Deputy Chair recruitment and induction

a. Board Director Recruitment

Private sector Directors of the SWLEP Board will be recruited through an openly advertised process which may involve the use of a recruitment agency. The SWLEP CEO co-ordinates the recruitment process on behalf of the Board in consultation with the SWLEP Chair. Directors representing the Military and the Education sector will also be interviewed.

Candidates are shortlisted and interviewed by a panel comprising the Chair and 3 Board Directors and the SWLEP CEO. Preferred candidates are invited to a second interview with the same panel plus the two Unitary Authority Board Directors supported by the SWLEP CEO.

The appointment of successful candidate(s) will be subject to the approval of the SWLEP Board at its next meeting and its decision will be minuted. The Board Director's term of tenure commences from the date of this Board meeting.

b. Chair recruitment

The appointment of the Chair will follow the same process as the appointment of a Board Member and will be supported by the SWLEP CEO. The Deputy Chair will sit on the interview panel in place of the Chair unless they are standing for election in which case an additional Board Director will be involved.

c. Deputy Chair recruitment

The Deputy Chair of the SWLEP Board will be appointed from existing private sector Board Directors to support succession planning and to ensure that SWLEP is private sector led at all times. Candidates will be asked to put themselves forward with a seconder. Where there are multiple candidates, the remaining Board Directors will be asked to come to a consensus or vote and the decision will be minuted. Tenure will commence from the date of the vote.

d. Induction

Directors will be provided with appropriate and timely training, both in the form of an induction programme for newly appointed Directors and on an on-going basis for all Directors. This programme will be flexed to meet individual or whole Board requirements ranging from informal one-to-one discussions to group meetings in relation to the operation of the Board or to discuss specific programmes or operational matters as required.

3. Reappointment of Board Directors for a subsequent term

Once a Board Director's initial term of tenure is over they can be reappointed for a further three years with the agreement of the Board by securing a proposer and seconder from existing Board Members, that is, a maximum of six years from the date they were first appointed to the Board, irrespective of the position they may hold or be appointed to during that period. In exceptional circumstances, to support business continuity, this term can be extended annually for up to a further year with the Board's agreement. This annual extension can only happen a maximum of three times, that is, an absolute maximum of nine years tenure in total. The Board will decide whether to reappoint the Board Director at its next meeting and the decision will be minuted.

Board Directors who are not Standing Members of the Board are appointed for three years, this term may be extended for a further three years with the agreement of the Board, that is, a maximum of six years from the date they were first appointed to the Board, irrespective of the position they may hold or be appointed to during that period. In exceptional circumstances, to support business continuity, this term can be extended annually for up to a further year with the Board's agreement. This annual extension can only happen a maximum of three times, that is, an absolute maximum of nine years tenure in total.

Any debate and vote, if required, will be undertaken in private as a part two Board agenda item and in the absence of the Board Member(s) seeking reappointment (Assurance Procedures Appendix 8). Where a Board Member is reappointed, their term of tenure starts from the date of the Board meeting when the decision to reappoint was taken.

4. Resignation from the Board

All Directors of the Board can resign at any point during their term of tenure by approaching the Chair in writing giving 2 months' notice where possible to assist with succession planning. In exceptional circumstances, a resignation can take place with immediate effect subject to the discretion of the SWLEP Chair. Resignations from the Board will be announced at the next Board Meeting and minuted.

5. Dismissal from the Board

In the event of a complaint that an alleged action or actions by a Board Director or a number of Board Directors contravene(s) the SWLEP Code of Conduct, the Board will convene a group of 3 independent individuals appointed by the SWLEP CEO (The Independent Review Panel), who are not Board Directors, 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 Director or number of Board Directors who were the subject of the complaint.

When a complaint is received, the Chair (or in their absence the Vice-Chair), after taking advice from the SWLEP CEO 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.

If the complaint or allegation is upheld following the investigation and depending on the severity of the complaint or allegation, the Board Member may receive training or ultimately be dismissed from the Board.

Section L: SWLEP complaints policy

Confidential reporting of complaints

1. The Swindon and Wiltshire Local Enterprise Partnership is committed to creating a work environment with the highest possible standards of openness, probity and accountability. In view of this commitment we encourage employees and others with serious concerns about any aspect of the Swindon and Wiltshire Local Enterprise Partnership's work to come forward and voice those concerns without fear of reprisal.
2. For employees and those working closely with the Swindon and Wiltshire Local Enterprise Partnership, please follow the whistleblowing policy on our website.
3. For third parties and members of the public, please follow the confidential complaints procedure outlined below.
4. However, if a member of the public or third party believes that their complaint fits the description below; they can elect to report their concerns through the whistleblowing policy procedure.

Whistleblowing

5. Where an individual who has concerns about a danger, risk, contravention of rules or illegality provides useful information to address this. In doing so they are acting in the wider public interest, usually because it threatens others or impacts on public funds. By contrast, a grievance or private complaint is a dispute about the individual's own position and has no or very limited public interest.

Confidentiality

6. If a member of the public or a third party wants to make a confidential complaint or raise a concern, it will be treated in confidence and every effort will be made to protect the person's identity if they wish to remain anonymous. The Swindon and Wiltshire Local Enterprise Partnership will investigate all complaints or allegations. This is set out in more detail in SWLEP's Whistleblowing Policy (Section M).

Anonymous allegations

7. The Swindon and Wiltshire Local Enterprise Partnership takes all complaints and concerns raised by members of the public and third parties seriously. We will investigate anonymous allegations. However, we remind complainants that when people put their names to an allegation the ability to investigate and therefore reach firm conclusions is strengthened. Concerns expressed anonymously will be considered at the discretion of the Swindon and Wiltshire Local Enterprise Partnership. When exercising this discretion the factors to be taken into account would include:
 - the seriousness of the issue raised;

- the credibility of the concern; and
 - the likelihood of confirming the allegation from attributable sources.
8. The Ministry of Housing, Communities and Local Government may request information arising from this process if they have concerns regarding a Swindon and Wiltshire Local Enterprise Partnership or have been approached with similar complaints. The expectation is that this information will be provided on an anonymous basis. However, it may be necessary to provide personal details to progress a complaint.
 9. Where details are gathered, the Swindon and Wiltshire Local Enterprise Partnership will put in place appropriate data protection arrangements in line with the Data Protection Act 1998.

Confidential Complaints Procedure

10. The Swindon and Wiltshire Local Enterprise Partnership is aware that the organisation's ordinary complaints procedure may not be suitable if someone wants the complaint to remain confidential. If you would like to make a confidential complaint please write or email to:
 11. Paddy Bradley, SWLEP CEO (paddy.bradley@swlep.co.uk) or Paul Moorby, Chair (paul.moorby@swlep.co.uk).
 12. State that you want the complaint to remain confidential.

Action taken by the SWLEP

13. The designated complaints officer will raise your concern and investigate the complaint. You can expect the officer to:
 - i. Contact you within 10 clear working days to acknowledge the complaint and discuss the appropriate course of action.
 - ii. Write to you within 28 clear working days with findings of the investigation. If the investigation has not concluded within 28 clear working days, the officer will write to you to give reasons for the delay in resolving the complaint.
 - iii. Take the necessary steps to rectify the issue.
14. If you are unhappy with the outcome of the complaint or the complaint involves those responsible for the confidential complaints procedure:
 - You can escalate your concerns through other organisations mentioned in the normal complaints procedure, for example, the SWLEP's Accountable Body which is Wiltshire Council. A copy of Wiltshire Council's Complaints Policy is available [here](#).



- If you are either unable to raise the matter with the Swindon and Wiltshire Local Enterprise Partnership or you are dissatisfied with the action taken you can report it direct to the Cities and Local Growth Unit in the Ministry of Housing, Communities and Local Government and the Department for Business, Energy and Industrial Strategy, at the following email address: LEPPolicy@communities.gsi.gov.uk or by writing to: LEP Policy Deputy Director, Cities and Local Growth Unit, Fry Block, 2 Marsham Street, London, SW1P 4DF. You should clearly mark your email or letter as “Official - complaints”.

Section M: SWLEP Whistleblowing Policy

Introduction

1. A Discloser is the person who is the whistle-blower.
2. This procedure outlines the process to follow for a Discloser when reporting a perceived wrongdoing within the SWLEP, including something they believe goes against the core values of Standards in Public Life (the Nolan Principles) and the Code of Conduct for SWLEP Board Members and staff. The Standards in Public Life include the principles of; integrity, objectivity, accountability, openness, honesty, leadership and impartiality.
3. In particular, SWLEP Board Directors, as the key decision makers of the SWLEP, have a right and a responsibility to speak up and report behaviour that contravenes these values.
4. It is important that this procedure is followed when raising any concerns, to ensure that the matter is dealt with correctly.

Definitions

5. This document uses the following definitions:
 - Whistleblowing - where an individual who has concerns about a danger, risk, contravention of rules or illegality provides useful information to address this. In doing so they are acting in the wider public interest, usually because it threatens others or impacts on public funds. By contrast, a grievance or private complaint is a dispute about the individual's own position and has no or very limited public interest.
 - The SWLEP – Swindon and Wiltshire Local Enterprise Partnership
 - Discloser – this is the person who is the whistle-blower. They might be an employee, a SWLEP Board Member, a contractor, a third party or a member of the public.
 - Responsible Officer - this is the person, appointed by the SWLEP, with overall responsibility for maintaining and operating this whistleblowing policy. They will maintain a record of concerns raised and the outcomes (but will do so in a form that does not endanger confidentiality) and will report to senior decision makers as necessary. Their name is Paddy Bradley and their contact details are: SWLEP CEO, Swindon and Wiltshire Local Enterprise Partnership Limited, telephone 07771 841951, email: paddy.bradley@swlep.co.uk. If the concern relates to the Responsible Officer then the concern should be raised with Paul Moorby, SWLEP Chair, paul.moorby@swlep.co.uk.

- Relevant Concern – something the Discloser has been asked to do, or is aware of, which they consider to be wrong-doing and is in the public interest.

Scope

6. The SWLEP is committed to creating a work environment with the highest possible standards of openness, probity and accountability. In view of this commitment, we encourage Disclosers with serious concerns about the work of the SWLEP to come forward and voice their concerns without fear of reprisal.
7. The SWLEP has a pre-existing complaints procedure for third parties or members of the public to follow. Third parties or members of the public should review the separate confidential complaints procedure outlined in the SWLEP's complaints policy on the SWLEP's website first before going through the whistleblowing process.
8. However, if a member of the public or third party believes that their complaint fits the description of a 'relevant concern' outlined below, they may report their concerns through the whistleblowing policy procedure.

Policy Statement

9. The SWLEP acknowledges that Disclosers may often be the first people to realise that there may be something seriously wrong within the organisation.
10. This policy aims to:
 - Encourage people to feel confident about raising serious concerns and to question and act upon their concerns without fear of victimisation or harassment;
 - Provide avenues for Disclosers to raise those concerns and receive feedback on any action taken;
 - Allow Disclosers to take the matter further if they are dissatisfied with the SWLEP's response; and
 - Reassure all Disclosers, employees in particular who may have specific concerns about their position and employment status in the SWLEP, that they will be protected from possible reprisals or victimisation if they have a reasonable belief that they have made any disclosure in the public interest.

What is a relevant concern?

11. If a Discloser is asked to do something, or is aware of the actions of another, which they consider to be wrongdoing, they can raise it using this procedure. The Discloser must have a reasonable belief that raising the concern is in the public interest.
12. A Discloser may decide to raise a concern under the whistleblowing policy if they are aware of a situation that they feel:
 - is against the SWLEP's procedures and protocols as set out in its code of conduct and individual SWLEP Assurance Framework;
 - falls below established standards of practice the SWLEP subscribes to;

- amounts to improper conduct; or
 - is an abuse of power for personal gain.
13. The types of matters regarded as a relevant concern for the purpose of this procedure include, but are not limited to, the following:
- Fraud or financial irregularity;
 - Corruption, bribery or blackmail;
 - Other Criminal offences;
 - Failure to comply with a legal or regulatory duty or obligation;
 - Miscarriage of justice;
 - Endangering the health or safety of any individual;
 - Endangering the environment;
 - Improper use of authority; and
 - Concealment of any of the above.
14. Disclosers should not raise malicious or vexatious concerns, nor should they raise knowingly untrue concerns. In addition, this procedure should not be used to raise concerns of a HR/personal nature, such as, complaints relating to a management decision or terms and conditions of employment. These matters should be dealt with using the relevant alternative procedure, for example, the SWLEP grievance procedure. Equally, this policy would not apply to matters of individual conscience where there is no suggestion of wrongdoing by the SWLEP but, for example, an employee or SWLEP Board Member is required to act in a way which conflicts with a deeply held personal belief.

Safeguards

15. The Public Interest Disclosure Act (1999) gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns. The SWLEP believes that no member of staff should be at a disadvantage because they raise a legitimate concern.
16. The SWLEP will not tolerate harassment or victimisation and will take action to protect Disclosers when they raise a concern in the public interest.

Raising a concern

17. If a Discloser experiences something in the workplace which they consider a relevant concern, it is important that the concern is raised as early as possible. Proof is not required at this point – it is for the SWLEP to investigate. The Discloser must, however, have a reasonable belief that disclosing the information is in the public interest before raising a concern.
18. All concerns will be treated in confidence and every effort will be made to protect the Discloser's identity if they wish to remain anonymous. However, at the appropriate time, it is possible that the Discloser will need to come forward as a witness for the matter to progress.

19. It is important to follow the correct procedure when raising a whistleblowing concern. The following steps should be adhered to:

- It is important that the concern is raised with the person best placed to deal with the matter, in most cases this will be the Responsible Officer. However, the Discloser may want to raise the concern with someone they know and trust, such as their line manager who can raise it with the Responsible Officer on their behalf.
- If it is suspected that the concern may implicate the line manager in some way, then it could be raised with a more senior manager in the line management chain.
- If the Discloser is unable to raise a relevant concern with a line manager or a senior manager or feel that it has not been adequately addressed, it should be raised directly with the Responsible Officer.
- Ultimately, the Discloser can raise their concern with the SWLEP Chief Executive.

Information needed to raise a concern

20. When raising a concern under the procedure the Discloser should try to provide the following information:

- The background and reason behind the concern;
- Whether they have already raised a concern with anyone and the response; and
- Any relevant dates when actions related to the concern took place.

21. This information should demonstrate that there are reasonable grounds for the concern to be acted upon. It is important that matters are not investigated by the Discloser themselves.

22. If applicable, personal interests must be declared from the outset.

How the concern will be handled

23. All investigations will be conducted sensitively and as quickly as possible. While the SWLEP cannot guarantee that the outcome will be as the Discloser may wish, it will handle the matter fairly and in accordance with this procedure.

24. Once a concern has been raised with either the line manager or Responsible Officer, Senior Manager or Chief Executive, a meeting may be arranged with them to determine how the concern should be taken forward.

25. The SWLEP may decide to take the matter forward by a number of methods, including:

- An internal inquiry or other formal investigation;
- An internal or external audit;
- Referring the matter to the police;

- Referring the matter to another relevant authority for investigation.
26. Before a final decision is taken on how to proceed, or as part of the investigation, the Discloser may be asked to meet with those investigating their allegation.
 27. If a meeting is arranged, the Discloser may wish to be accompanied by a trade union representative, colleague or friend. The person who accompanies the Discloser should not be involved or have a direct interest in the area of work to which the concern relates. The meeting can be conducted over the telephone rather than face to face.
 28. Within 10 clear working days of a concern being raised, the SWLEP's Responsible Officer will write to the Discloser to:
 - Acknowledge that the concern has been received;
 - Indicate how they propose to deal with the matter;
 - Give an estimate of how long it will take to provide a final response;
 - Tell the Discloser whether any initial investigation or enquiry has been made;
 - Tell the Discloser whether further investigation will be made, and if not, why not;
 - Tell the Discloser how frequently the SWLEP will keep them up to date on progress of the investigation.
 29. The amount of contact between the SWLEP and the Discloser concerned will vary depending on the concern raised, any difficult issues and any further clarity required. If necessary, the SWLEP will seek further information from the Discloser.
 30. The SWLEP will confirm when the matter is concluded and, if appropriate, the outcome of the investigation, maintaining security and confidentiality for all parties as far as possible.
 31. Throughout any investigation, the Discloser will still be expected to continue their duties/role as normal unless deemed inappropriate.

Confidentiality and anonymity

32. The SWLEP always encourages potential Disclosers to speak up about potential serious wrongdoing in a way that they feel comfortable. The best way to raise a concern is to do so openly, as this makes it easier for the SWLEP to investigate and provide feedback.
33. Any disclosures made under this procedure will be treated in a sensitive manner. However, the SWLEP recognises that the Discloser may want to raise a concern in confidence, that is, they may want to raise a concern on the basis that their name is not revealed without their consent.

34. The SWLEP will respect any request for confidentiality as far as possible, restricting it to a 'need to know' basis. However, if the situation arises where it is not possible to resolve the concern without revealing the Discloser (for example in matters of criminal law), the SWLEP will advise them before proceeding. The same considerations of confidentiality should be afforded to the recipient(s) at the centre of the concern, as far as appropriate.
35. Disclosers may choose to raise concerns anonymously, that is, without providing their name at all. If this is the case, the investigation itself may serve to reveal the source of information. Disclosers are therefore encouraged, where possible to put their names to concerns raised. When anonymous concerns are raised, they will be treated as credible and investigated so far as possible.

Protection

36. If a concern is raised in the reasonable belief that it is in the public interest and procedures have been followed correctly, the Discloser raising the concern will be protected by the terms of this policy and, where applicable, by whistleblowing legislation (see gov.uk for more information on who is covered by whistleblowing legislation). Where a Discloser has been victimised for raising a concern, the SWLEP concerned will take appropriate action against those responsible, in line with the SWLEP's disciplinary policy and procedures.

Changes to procedures or policy as a result of whistleblowing

37. If changes are made to SWLEP policies and processes as result of whistleblowing investigations, the SWLEP will publicise the changes as appropriate, taking into consideration the importance of protecting the anonymity and confidentiality of individuals.

Untrue allegations

38. If a Discloser makes an allegation but it is not confirmed by the investigation, no action will be taken against them. However, if a malicious or vexatious allegation is made without good reason to: cause trouble; for personal gain; or to discredit the SWLEP an investigation may take place. Where the Discloser is an employee or a SWLEP Board Member or a contractor this may result in disciplinary or other action if they have broken the terms of their employment, acted against the SWLEP Code of Conduct or broken a clause in a contract.

How this matter can be taken forward if you are not satisfied

39. This procedure is intended to provide Disclosers with an avenue to raise legitimate concerns. If you are either unable to raise the matter with the SWLEP or you are dissatisfied with the action taken you can report it directly to the Cities and Local Growth Unit in the Ministry of Housing, Communities and Local Government and the Department for Business Energy and Industrial Strategy, at the following email address: SWLEPPolicy@communities.gsi.gov.uk or by writing to: SWLEP Policy Deputy Director, Cities and Local Growth Unit, Fry Block, 2 Marsham Street, London, SW1P 4DF. You should clearly mark your email or letter as "Official - whistleblowing".

40. In addition, if you are either unable to raise the matter with the SWLEP or you are dissatisfied with the action taken you may consider raising it with:
- The police;
 - The relevant regulatory body or professional body;
 - Your Trade Union;
 - Your solicitor;
 - Your Citizens Advice Bureau.
41. Further information and signposting for potential Disclosers is available on www.gov.uk.
42. If a Discloser does take the matter outside the SWLEP, to an external body, they should ensure they do not disclose information that is confidential, for example, if you are an employee your contract of employment may set out expectations of your regarding what is confidential.

Feedback on Whistleblowing Policy

43. Any feedback or comments on this policy should be directed to the SWLEP's Responsible Officer.