



MIDLANDS ENGINE

Midlands Engine Governance and Assurance Framework

April 2023

Midlands Engine Governance and Assurance Framework

Below is the list of policies contained within the Midlands Engine Governance and Assurance Framework, these will normally be reviewed as shown in the Document Control Log, but no less than every 3-years and published on the Midlands Engine website. www.midlandsendengine.org

Governance Item	Content
A. Governance principles	<ul style="list-style-type: none"> • Strategic priorities and activities • Performance measures • Principles relating to governance and partnership • Diversity
B. Constitution	<ul style="list-style-type: none"> • Partnership rules • Purpose of Boards and Groups • Representation and Attendance • Meetings and Papers • Remuneration and Expenses Policy
C. Register and Conflicts of Interest Policy	<ul style="list-style-type: none"> • Arrangements for publication and maintenance of the register • Process for managing conflicts • Breach and suspension process • Appendix 1 - Register of Members Interests Proforma
D. Code of Conduct	<ul style="list-style-type: none"> • Adherence and agreement to Nolan Principles • Appendix 1 – Declaration Form for Board members
E. Transparency Code	<ul style="list-style-type: none"> • Access for members of the public to submit questions and attend Board meetings • Agenda pack publication and notice of meetings • Exempt information and confidential information categories
F. Board Recruitment Policy	<ul style="list-style-type: none"> • Process of appointments • Reappointment process • Suspension process
G. Finance, Commissioning and Delegation Policy	<ul style="list-style-type: none"> • Standing financial authorisations • Use of resources within the ME partnership • Commissioning external resources • Individual delegated authority • Suspension of authority process • Budget approval and spend
H. Accountable Body Agreement	<ul style="list-style-type: none"> • Roles and responsibility for the Accountable Body • Roles and responsibility of the Midlands Engine
I. Complaints Policy	<ul style="list-style-type: none"> • Confidential reporting process • Anonymous allegations process
J. Whistleblowing Policy	<ul style="list-style-type: none"> • Description of what constitutes a relevant concern • Names and contact details of Responsible Officers • Process to follow in raising a relevant concern • Handling of relevant concerns



Governance and Assurance Framework

Section A: Governance Principles

April 2023

Purpose

1. The Midlands Engine Partnership (ME) was established in 2016 with the aim of stimulating growth in the economy across the Midlands Engine Partnership area. It is a voluntary partnership between Local and Combined Authorities, Local Enterprise Partnerships (LEP), Universities and businesses. The Department of Levelling Up Housing and Communities (DLUHC) and the Department of Business, Energy and Industrial Strategy (BEIS) through the Cities and Local Growth Unit sponsor the Partnership through the provision of capacity funding.
2. In March 2017, HM Government published its Midlands Engine Strategy. This was followed later in the year by the Partnership's response – the Midlands Engine Vision for Growth. The Vision for Growth set out priority areas where collaboration can accelerate growth most rapidly. These involved a mixture of immediate and longer-term investments and initiatives, the cumulative impact of which aimed to deliver a step change in productivity and international competitiveness, playing a central role in developing Britain's post-Brexit economy.
3. The Partnership's work is focussed on driving sustainable economic growth and productivity within the region, adding £84.9 billion Gross Value Added (GVA) to the Midlands and UK economy by 2030, and delivering increased prosperity and improved quality of life for all Midlanders.

Strategic Priorities

4. The Partnership's work is organised around core areas of focus as agreed through its governance structure and in concert with government. Key areas of focus are set out in the annual grant determination letter.

Performance

5. The Midlands Engine Partnership performance measures are regularly reviewed through reporting to the Midlands Engine Boards. The Midlands Engine Partnership delivers and monitors several Key Performance Indicators (KPIs) contained in the grant determination letter with City and Local Growth officials and submit monitoring reports to the Cities and Local Growth Unit against the KPIs every quarter. A six-monthly assurance meeting is attended by the Midlands Engine Chief Executive and the Head of Corporate Services.

Governance principles

6. The Midlands Engine Partnership has adopted in principle the policies and principles contained within HM Government's Local Enterprise Partnership Governance and Transparency Guidance.
7. The Midlands Engine Partnership is governed to ensure that it:
 - Operates where appropriate for a pan regional body in accordance with its Governance and Assurance Framework

- 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.
- Effectively identifies and appropriately represents the views and needs of business in the Midlands Engine area.
- Effectively identifies and appropriately takes into account the views of other stakeholders.
- Makes effective use of the resources available to it and accounts appropriately for that use as set out in the **Midlands Engine Accountable Body Agreement**.
- Is accountable for its performance, through:
 - Clear decision-making by the Executive Board
 - Regular monitoring of progress, and the submission of quarterly monitoring reports to and a six-monthly assurance framework meeting with the Cities and Local Growth Unit (Department for Levelling Up Housing and Communities/ Department of Business, Energy and Industrial Strategy/successor departments).
- Appropriate transparency through public reporting of:
 - Governance and assurance arrangements
 - Board meetings and decisions
 - Planned and completed activities
 - Engagement with business and stakeholders
 - Progress against the delivery of the Business Plan
 - Scrutiny of its operation by the Executive Board and the Finance, Audit and Risk Board

Partnership principles

8. The Midlands Engine approach to its work is guided by five principles underpinned by operating at scale across the Midlands geography, identifying, prioritising and capitalising on major economic opportunities and growing the global footprint of the Midlands:
 - The Midlands Engine is about additionality, complementing the work of Local and Combined Authorities, LEPs, universities, businesses and others to generate added value at the globally sensible spatial scale of the Midlands.

- The core focus of the Partnership is on leveraging the capacity of the Midlands. The policy approach remains apolitical, focusing on increasing productive economic growth and improving quality of life.
 - The Midlands Engine will define a long-term strategic plan that will secure several high impact initiatives and investments for the UK.
 - The Midlands Engine will work on projects that benefit the whole region and develop a self-sustaining and resilient partnership model.
 - The Midlands Engine Partnership will work collaboratively and speak with one voice, implementing a distributed leadership model to drive delivery.
9. The Partnership recognises the benefits that can be achieved through decentralisation and devolution. Delivery should always be at the appropriate level and Local Authorities, Combined Authorities and LEPs will often be the delivery vehicles of the inclusive growth we seek.
10. The Midlands Engine will champion local priorities and ways of working, and forge a common identity based on economies of scale when, for example, promoting the region in world markets or planning regional infrastructure investment.

Diversity

11. The Midlands Engine Partnership is committed to meeting its obligations under the Public Sector Equality Duty. In devising policy and taking decisions, Midlands Engine will take due regard of the Equality Duty to:
- a) eliminate unlawful discrimination
 - b) advance equality of opportunity
 - c) foster good relations.
12. Midlands Engine recognises its role to advance equality, and in particular acknowledges the nine protected characteristics. Midlands Engine 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.
13. Staffordshire County Council, in acting as Midlands Engine's Accountable Body also has a duty to ensure that any steps that Midlands Engine ought to take in promoting

equality and tackling discrimination and obligations under the Public Sector Equality Duty under the Equality Act, are taken.

14. Furthermore, the Midlands Engine Board will seek to engage with businesses which vary in size and which operate in a wide range of sectors including ME priority sectors. The ME will work with its partners to engage with the wider business community through various routes including the Midlands Engine Business Council and Midlands Engine Business Forum.

Governance and Assurance Framework

Section B: Constitution

April 2023

1. The name of the organisation shall be the Midlands Engine.
2. The Midlands Engine shall work through a governance model partnership and be subject to the Midlands Engine Assurance Framework and compliance with relevant policies as set out within the Midlands Engine Assurance Framework.

Membership

3. Board membership is subject to the Board Recruitment Policy

Executive Board

4. The Executive Board ensures overall responsibility for the good governance of the Engine, and will appoint a Finance, Audit and Risk Board to assist them in this role. The Accountable Body and representatives of the sponsoring Government Department will be observers at this Board. The Executive Board sets the overall vision for economic growth through the Midlands Engine and is responsible for:
 - a) setting the overarching vision and strategies for economic growth in the Midlands Engine area
 - b) ensuring the delivery of economic growth in the Midlands area
 - c) determining the operating structure and governance arrangements of the Midlands Engine, including making appropriate appointments to the Executive Board and other groups
 - d) Signing off the annual Midlands Engine Business Plan, and maintaining strategic oversight of its implementation
 - e) working in partnership across public and private sectors, ensuring the Midlands Engine is business led and that the business voice influences the economic strategies for the region
 - f) championing the Midlands as the place to do business
 - g) facilitating an entrepreneurial environment in which business can start-up, prosper and grow.

Finance, Audit, and Risk Board (FARB)

5. The Finance, Audit and Risk Board (FARB) is responsible for advising and reporting to the Midlands Engine Executive Board on the integrity of the Midlands Engine budget, risk management and the work of the external auditors.

Membership of the FARB will be agreed by Midlands Engine Executive Board to assist them to carry out its duties in its overall responsibility for good governance. The Accountable Body and representatives of the sponsoring Government Department will be members of this Board along with members as agreed by the Midlands Engine Executive Board.

The FARB will be responsible for the following:

- a) Oversight of the Midlands Engine Corporate Risk strategy and for the review and management of the effectiveness of internal control and risk management

arrangements.

b) Provide consideration to the formulation of the finance planning for the organisation by the Midlands Engine Executive, ensuring compliance with agreed spend against budget, in line with the **Midlands Engine Scheme of Delegation**.

c) Review Midlands Engine the annual budget setting against agreed priorities and undertake reviews of the budget three times annually (start of year, mid-year and end of year) reporting to the Midlands Engine Executive Board ensuring the financial health and solvency.

d) Reviewing the actions from Auditors and ensuring audit actions are completed in line with the agreed timetable.

e) Ensure identified opportunities to influence Government and wider policy in pursuit of the Midlands Engine priorities, ensuring that public expenditure is not incurred in retaining the services of lobbyists to influence public officials, Members of Parliament, political parties.

Partnership Board

6. The Executive Board will appoint a Partnership Board consisting of senior level officers from within the partners. The Partnership Board will ensure effective collegiate working through all of the Midlands Engine's work and be accountable for the development of the Midlands Engine annual Business Plan and the co-ordination of partners to ensure its successful delivery. Specifically, the Partnership Board will be responsible for:

a) developing the Midlands Engine annual Business Plan to put forward to the Executive Board for agreement, including a specific responsibility to ensure the wider engagement of businesses and other stakeholders in this process

b) developing proposals for the Midlands Engine operating structure to put forward to the Executive Board for agreement

c) Proposing to the Executive Board strategic targets for all programmes, as set out in the Midlands Engine annual business plan, against which performance will be monitored

d) determining strategic communications for all Midlands Engine programmes

e) reporting at least three times a year to the Executive Board regarding delivery of the key programmes as set out the in the Midlands Engine annual business plan

f) identifying opportunities, and making arrangements, to influence Government and wider policy in pursuit of the Midlands Engine priorities

Thematic Boards

7. The Boards may appoint Thematic Boards to carry out specific functions within its remit on its behalf. The number and purpose of these groups will be reviewed as required by the respective Board.

Chair and Vice Chairs

8. The Chair of the Executive Board, Partnership Board and Finance, Audit and Risk Board shall be appointed by the Executive Board who may delegate to the Chief Executive along with the search and selection process.
9. Chairs shall be appointed for terms of up to three years and a maximum of three terms. The Executive Board may vote to remove the Chair should they have concerns regarding their performance by a 2/3 majority of the voting members. Concerns could include (but not limited to):
 - a) declaration of interests
 - b) fraud & misconduct
 - c) attendance at meetings
 - d) delivery of Midlands Engine objectives.

Duties of the Chairs will be to:

- a) Provide leadership in the delivery of the vision, strategic objectives, targets, and outputs
 - b) Chair meetings of the respective Board and ensure their smooth and effective operation
 - c) Have responsibility for taking a casting vote in the event of a tie in any vote undertaken at Board meetings
 - d) Build cohesion within the Midlands Engine, ensuring that all partners work together for the best outcomes for Midlands
 - e) Represent the Midlands Engine at high profile events, engaging in national and local discussions and public relations opportunities as required
 - f) Undertake public affairs activity and policy
 - g) in addition the Chair of the Executive Board will provide line management to the Midlands Engine Chief Executive
10. Up to three Vice Chairs may be appointed to Executive Board / Partnership Board. The Vice Chairs may be nominated from members of the respective Board. Their role is to assist the Chair in their duties and to deputise for them when they are not available. One Vice Chair may be nominated by WMCA and local authorities, one by the Universities, and one by the private sector.
 11. The Vice Chair(s) of the Finance, Audit and Risk Board will be appointed from existing Board Members. Candidates will be asked to put themselves forward with a seconder. Where there are multiple candidates, the remaining Board Members 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/meeting at which a consensus is reached.

Representation and Attendance

12. Only full members of the respective Board may take part in any vote. Observers, officers or guests at the meeting may participate in discussion if invited to do so by

the Chair but are not entitled to vote.

13. Substitution arrangements are only permitted with agreement from the Chair of the respective Board.
14. A meeting is quorate with 2/3 of the board members present.

Decisions

15. In the event that a consensus cannot be achieved on a matter requiring a decision, that decision shall be taken by vote and carried if it is supported by over 50% of those members present. Each Board member shall have one vote and the Chair shall have a casting vote if required.
16. Notice of all matters which are to be discussed at a meeting will be by way of circulating the meeting agenda to members, five clear working days in advance of the meeting.
17. The Chair may decide to seek agreement to a proposal via the Electronic Procedure. Decisions will be made on the same basis as that outlined in paragraph 11

Meetings and Papers

18. The Executive Board shall meet three times per year. A calendar of future meetings will be set for a year at a time.
19. The Partnership Board shall meet quarterly.
20. The Finance, Audit and Risk Board shall meet three times per year.
21. Themed Groups and Boards shall meet as and when required, subject to individual needs.
22. Minutes of the meetings of Board meetings shall be approved in draft form by the Chair and disseminated to Board members. Minutes shall remain draft until approved at the Board's next meeting.

Midlands Engine Secretariat

23. The ME Secretariat will attend and support all meetings of the Boards. They are responsible for:
 - a. Ensuring that the Governance and Assurance Framework is implemented correctly
 - b. Arranging and supporting meetings
 - c. Providing ME/partner activity updates
 - d. Ensuring budget information is provided in a timely manner
 - e. Support for board member recruitment
24. In addition, the ME Secretariat will maintain a central electronic store of all paperwork pertaining to the Executive, Partnership and Finance, Audit and Risk Board meetings including, but not limited to agendas; minutes; terms of reference; register of interests;

and record of decisions taken outside of meetings.

25. Arrangements for the publishing of meeting agenda and papers are set out in the **Transparency Code**.

Conflicts of Interest

26. The Executive and Partnership Boards shall be subject to the **Register and Conflicts of Interest Policy**.

Membership

27. Board membership is subject to the **Board Recruitment Policy**.

Accountable Body

28. The Midlands Engine will ensure that there is an accountable body agreement in place with Staffordshire County Council who manage all financial matters on behalf of the Midlands Engine. For responsibilities of the Accountable body, please refer to the **Accountable Body Agreement**.

Remuneration and Expenses - Chair

29. The Chair of the Midlands Engine Partnership is entitled to receive reimbursement for expenses incurred whilst undertaking the role, including travel and accommodation to attend speaking engagements and meeting events and representations to Government and various business meetings as set out in the Assurance Framework. It is also intended to cover local travel costs and incidental costs such as the use of their homes.
30. The Chair's expenses will be paid on receipt of invoice. The Midlands Engine Partnership Chief Executive will authorise the claim and it will be processed through the Accountable Body's payment system in the same manner as all other expenses made by the Midlands Engine Partnership. All travel and subsistence claims should include VAT receipts to evidence the claim.

Remuneration and Expenses - Board Member

31. Board Member travel expenses are covered by their individual organisations as part of their direct contribution to the Midlands Engine Partnership.
32. The Midlands Engine Partnership will provide a light buffet for Board Members, Officers and Observers at each Board meeting if it takes place over a break period.
33. Overnight allowances
 - a. Maximum overnight allowances be linked to those paid for Midlands Engine staff.
 - b. In exceptional circumstances and with agreement from the Chief Executive the tariff at 'a' above may be increased

Governance and Assurance Framework

Section C: Register and Conflicts of Interest Policy

April 2023

Definitions

1. In this policy, "Relevant Interest" means any employment, company directorship, trusteeship, elected office or remunerated post, and any financial interest in an organisation or project likely to be affected by the work of the Midlands Engine Partnership or any other relevant interest. In this policy "Board" refers to both the Midlands Engine Executive Board, Partnership Board and Finance, Audit and Risk Board.

General

2. All Board Members must comply with this policy in full. By accepting appointment as a Board Member, an individual indicates their acceptance of this requirement and their agreement to notify interests in accordance with this policy.
3. The Midlands Engine Partnership shall conduct its proceedings 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 Chief Executive or nominated officer, in consultation with the s. 151 Officer of the Midlands Engine Accountable Body (Staffordshire County Council), shall maintain a Register of Board Members' Interests which shall record all pecuniary and non-pecuniary Interests of the Board Members. Board Members shall supply information to the Chief Executive or nominated officer for inclusion in the register as set out below. All Board members must complete the register of interest proforma – Appendix 1, regardless of whether they have already completed a conflict of interest or register of interest declaration for a different role e.g. local councillor.
5. The Chief Executive or nominated officer shall:
 - send a request for information about Relevant Interests to any new Board Member immediately following their appointment;
 - circulate to Board Members at least annually a request to review their entries on the Register and notify any updates.
6. Subject to paragraph 11, a Board Member shall not vote or participate in discussions on any matter which relates directly to an organisation or project in respect of which the Board Member has a Relevant Interest, or where the matter may have a particular impact on such an organisation or project.

Registering and declaring pecuniary and non-pecuniary interests

7. You must, within 28 days of taking office as a Board Member, notify the Midlands Engine Chief Executive or nominated officer of any disclosable pecuniary interest, where the pecuniary interest¹ is

¹ For the purposes of this guidance, we are using the definition of a pecuniary interest as set out in the Localism Act 2011 and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012.

yours, your spouse's or civil partner's, or is the pecuniary interest of somebody with whom you are living with as a spouse, or as if you were civil partners.

8. In addition, you must, within 28 days of taking office, notify the Midlands Engine Chief Executive or nominated officer of any non-pecuniary² interest which Midlands Engine has decided should be included in the register or which you consider should be included if you are to fulfil your duty to act in conformity with the Seven Principles of Public Life and the Midlands Engine Code of Conduct. These non-pecuniary interests will necessarily include your membership of any Trade Union.
9. Board members should review their individual register of interest before each board meeting and any other decision-making meeting. They must declare any relevant interest(s) at the start of the meeting. If an interest has not been entered onto the Midlands Engine Partnership's register, then the member must disclose the interest at any meeting of the Partnership at which they are present, where they have a disclosable interest in any matter being considered and where the matter is not a 'sensitive interest'³.
10. Following any disclosure of an interest not on the Midlands Engine Partnership's register or the subject of pending notification, you must formally notify the Midlands Engine Chief Executive of the interest within 28 days beginning with the date of disclosure.
11. Unless dispensation has been granted, you may not participate in any discussion of, vote on, or discharge any function related to any matter in which you have a pecuniary interest. Additionally, you must observe the restrictions Midlands Engine Partnership places on your involvement in matters where you have a pecuniary or non-pecuniary interest as defined by the Partnership.

Conflicts of interest

12. A conflict of interest arises on a matter to be discussed by the Board where:
 - the matter relates to an organisation with which a Board Member or their partner/spouse or family member is associated as an employee, director, contractor, trustee, member or shareholder
 - the matter may have a particular impact on an organisation with which a Board Member or their partner/spouse or family member is associated as an employee, director, contractor, trustee, member or shareholder
 - the matter may have a particular impact on a Board Member, their partner/spouse, family member or close friend (i.e. an impact greater than the impact on the majority of residents in the area)

² A Non-Pecuniary interest is any interest which is not listed in the Schedule to The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012 (No.1464).

³ A 'sensitive interest' is described in the Localism Act 2011 as a member or co-opted member of an authority having an interest, and the nature of the interest being such that the member or co-opted member, and the authority's monitoring officer, consider that disclosure of the details of the interest could lead to the member or co-opted member, or a person connected with the member or co-opted member, being subject to violence or intimidation.

- the Board Member has any other direct personal or financial interest in the outcome of the Board's discussion on the matter.
13. Where a Board Member considers that s/he has or may have a conflict of interest in relation to a matter to be discussed by the Board, s/he must disclose the conflict or potential conflict to the Board prior to the commencement of the Board's discussion of that matter. This requirement applies regardless of whether he has previously declared the interest in the Register of Board Members' Interests. A conflict of interest in relation to a Board Member 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.
 14. Where a Board Member makes a declaration under paragraph 13, unless the Board agrees that the matter declared does not fall within the definition of a conflict of interest the Board Member shall not participate in or vote on the relevant matter and may, at the Chair's discretion, be asked to withdraw from the meeting.
 15. A disclosure by a Board Member under paragraph 13 and all decisions relating to that disclosure shall be minuted.

Breach of the policy and suspension of members

16. In the event of a complaint that an alleged action or actions by a Board Member or a number of Board Members contravene(s) the Midlands Engine Partnership's Register and Conflicts of Interest Policy, the Executive Board will convene a group of 3 independent individuals appointed by the Chief Executive of the Partnership's Accountable Body, Staffordshire County Council (The Independent Review Panel). These individuals should be Board Members, are not conflicted by the allegation and have the required skills to review the veracity of the allegation. The Panel 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 Executive Board on the outcome of its review, including recommending to the Board what action it should take in respect of the Board Member or number of Board Members who were the subject of the complaint.
17. When a complaint is received, the Chair (or in their absence the Vice-Chair), after taking advice from the Chief Executive of the Accountable Body, will decide whether or not they should make an immediate recommendation to the Executive 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.
18. 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.
19. 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. The decision to dismiss must be made by the

Executive Board on the advice of the Accountable Body Chief Executive and is not delegated to any one individual.

Gifts and Hospitality

20. All Board Members should declare on the Register of Members' Interests proforma all gifts and hospitality received as a result of membership of the Midlands Engine Partnership (above the value of £50).



Appendix 1

Name: _____

Midlands Engine Partnership – Register of Members’ Interests Proforma

April 2023 – March 2024

As a Board Member of the Midlands Engine Partnership, I declare that I have the following disclosable pecuniary and/or non-pecuniary interests.

Please state “NONE” where appropriate. Do not leave any blank boxes.

Notification of change of circumstances

Each Board Member shall review their individual register of interests before each board meeting, submitting any necessary revisions to the Midlands Engine Executive Director and Accountable Body representative 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 Member must, within 28 clear working days of becoming aware of any change to the interests specified below, provide written notification to the Chief Executive and s151 Officer, of that change.

***SPOUSE/PARTNER** – In the notice below, my spouse or partner means anyone who meets the definition in the Localism Act, i.e. 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 1	ANY EMPLOYMENT, OFFICE, TRADE, PROFESSION OR VOCATION CARRIED ON FOR PROFIT OR GAIN	MYSELF	SPOUSE/PARTNER*
1.1	Name of: <ul style="list-style-type: none"> ○ your employer(s) ○ any business carried on by you ○ any other role in which you receive remuneration (this includes remunerated roles such as Councillor or other elected office) 		
1.2	Description of employment or business activity.		
1.3	The name of any firm in which you are a partner.		
1.4	The name of any company for which you are a remunerated director.		
SECTION 2	SPONSORSHIP	MYSELF	SPOUSE/PARTNER
2.1	Any financial benefit obtained (other than from the Midlands Engine) which is paid as a result of carrying out duties as a Member of the Midlands Engine Partnership. 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).		
SECTION 3	CONTRACTS	MYSELF	SPOUSE/PARTNER
3.1	Any contract for goods, works or services with the Midlands Engine Partnership entered into on its behalf by its Accountable Body, Staffordshire		

	County Council which has not been fully discharged by any organisation named at 1.1.		
3.2	Any contract for goods, works or services entered into by any organisation named at 1.1 where either party is likely to have a commercial interest in the outcome of business being decided by the Midlands Engine Partnership.		
SECTION 4	LAND OR PROPERTY	MYSELF	SPOUSE/PARTNER
4.1	<p>Any interest you or any organisation listed at 1.1 may have in land or property which is likely to be affected by a decision made by the Midlands Engine Partnership.</p> <p>This would include, within the area of the Midlands Engine Partnership:</p> <ul style="list-style-type: none"> ○ Any interest in any land in the Midlands Engine Partnership area, including your place(s) of residency ○ Any tenancy where the landlord is the Midlands Engine Partnership and the tenant is a body in which the relevant person has an interest <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> <p>(a) that body (to my knowledge) has a place of business or land in the area of the Midlands Engine Partnership; and</p> <p>(b) either –</p> <p>(i) the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(ii) 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.</p>		
SECTION 6	GIFTS AND HOSPITALITY	MYSELF	SPOUSE/PARTNER
6.1	Any gifts and/or hospitality received as a result of membership of the Midlands Engine Partnership (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 Midlands Engine Partnership:

2. Any Body exercising functions of a public nature (e.g. school governing body, Local Enterprise Partnership):

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 Local Authority (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.

MEMBER'S DECLARATION

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	
Member's Name <i>(Capitals – in full)</i>	



Governance and Assurance Framework

Section D: Code of Conduct Policy

April 2023

1. All members of the Midlands Engine Executive, Finance, Audit and Risk and Partnership Boards shall, when carrying out any duties or responsibilities on behalf of the Midlands Engine Partnership, and at all other times, abide by the Seven Principles of Public Life: as set out in Section 28 of the Localism Act 2011;¹
 - a) Selflessness
 - b) Integrity
 - c) Objectivity
 - d) Accountability
 - e) Openness
 - f) Honesty
 - g) Leadership.

2. Board Members are expected to conduct themselves in accordance with these principles, which underpin the purpose and provisions of the Code of Conduct. The Seven Principles of Public Life are:

3. **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.

4. **Integrity**

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

5. **Objectivity**

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

6. **Accountability**

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

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

7. Openness

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

8. Honesty

Holders of public office must be truthful. They 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.

9. Leadership

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

10. Accordingly, Board Members, when conducting themselves in accordance with these principles:

- must act in a manner consistent with the Midlands Engine Partnership's commitment to equality and diversity 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 themselves, 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 Midlands Engine Partnership 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 Midlands Engine Partnership. 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 Midlands Engine Partnership duties. Furthermore, they must take steps to resolve any conflicts arising in a way that protects the public interest. This includes registering and declaring interests in a manner conforming with the procedures set out in the **Register and Conflicts of Interest policy**;

- must, when using or authorising the use by others of the resources of the Midlands Engine Partnership, 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 Midlands Engine Partnership post, in particular as characterised by the above requirements, by leadership and example.

Complaints and Whistleblowing

11. Any individual or organisation is entitled to make a complaint about the work of the Midlands Engine Partnership if they feel that it is not being conducted in accordance with the Governance and Assurance Framework. All complaints will be dealt with by the Midlands Engine Partnership in line with its complaints and/or whistleblowing policies.

Declaration of acceptance of appointment

12. All Board Members are required to make a declaration of acceptance of appointment on the form included as Appendix 1 to this policy before or at the first Board Meeting after their appointment. In so doing, all Members make a written declaration of their agreement to the Board's Governance and Assurance Framework, which includes this Code of Conduct.



Appendix 1:

Declaration of acceptance of the Midlands Engine Partnership Code of Conduct Policy for Board members.

I, [insert name].....

having been appointed as a Board Member of the Midlands Engine 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. I agree to comply with the requirements of the Midlands Engine Partnership Governance and Assurance Framework and agree to conduct myself in line with the Code of Conduct Policy.

Date.....



Governance and Assurance Framework

Section E: Transparency Code

April 2023

1. The Midlands Engine Executive 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 Midlands Engine processes.

Publication of information

2. The Midlands Engine has a dedicated website which includes information and documents relating to the Midlands Engine activities and how the public and business community can engage in Midlands Engine processes.

Meeting agenda, papers and minutes

3. Executive Board meeting agenda, papers and minutes will be published on the Midlands Engine website.

Freedom of information requests

4. The Accountable Body for Midlands Engine is Staffordshire County Council. To make an application under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 for information held by Staffordshire County Council you should follow the process set out on the Staffordshire County Council website <https://www.staffordshire.gov.uk/Your-council-and-democracy/Request-and-access-information/Council-information/Request-council-information.aspx>

Executive Board meetings

5. The Executive Board terms of reference sets out the frequency of Midlands Engine Executive Board Meetings. A minimum of four weeks advance public notice will usually be given of Board meeting dates. 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.
6. The Executive Board of Midlands Engine will conduct their business in an open and transparent manner, comparable to the member local authorities and Local Enterprise Partnerships. This will enable interested stakeholders and members of the public to scrutinise and participate in Midlands Engine Partnership processes, unless there are specific reasons for such discussion to be restricted from the public as set out below.

Publication of Agenda, papers and minutes

7. Agenda and papers for the Midlands Engine Executive Board meetings will be published on the Midlands Engine website a minimum of five clear working days prior to the relevant meeting unless there is an extraordinary meeting called with less than five working days' notice.
8. Minutes of Board meetings shall be published on the Midlands Engine website as part of the agenda pack for the next meeting. These minutes will be draft prior to being approved at the next ordinary meeting of the Board.

9. In addition, any declaration of interest made at a meeting will be included in the minutes of the Board meeting. A new declaration of interest will be updated on the relevant member's register published on the Midlands Engine website.

Attendance of key stakeholders and the public at Board meetings

10. Key stakeholders who are not Midlands Engine Board Members are welcomed to attend Midlands Engine Board meetings to make a representation or contribute to discussions on agenda items when appropriate. If key stakeholders wish to be invited to additional Midlands Engine Board meetings to present information, applications should be made via the Midlands Engine Secretariat (info@midlandsendengine.org) a minimum of 35 clear days in advance of the Board meeting date.
11. Midlands Engine Board Members representing the business community are encouraged to engage local businesses to understand their needs and views.
12. Midlands Engine 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.

Public questions

13. Individuals or organisation may submit up to two questions at any single 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 Midlands Engine Secretariat (info@midlandsendengine.org) no later than 5pm five clear working days before the meeting. The period of notice is to allow sufficient time for a response to be formulated.
14. 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.
15. 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).

Accessibility

16. If members of the public have special requirements to enable their access to board meetings, they should contact the Midlands Engine Secretariat (info@midlandsendengine.org) so that suitable arrangements can be made.

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

17. Whilst Midlands Engine meetings will generally be held in public, on occasion it may be necessary to exclude the public from meetings or access to reports. For the avoidance of doubt, The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 apply in such circumstances.

Exempt / Confidential Information – Discretion to Exclude the Public

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

Meaning of Exempt Information

19. 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)	<ul style="list-style-type: none">• 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:<ul style="list-style-type: none">a) The Companies Act 1985b) The Friendly Societies Act 1974c) The Friendly Societies Act 1992d) The Industrial and Provident Societies Acts 1965 to 1978e) The Building Societies Act 1986f) The Charities Act 1993

<p>Four: Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the Midlands Engine and employees of, or office holders under, the Midlands Engine</p>	<p>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.</p>
<p>Five: Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings</p>	<p>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.</p>
<p>Six: Information which reveals that the Midlands Engine proposes:</p> <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. 	<p>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.</p>
<p>Seven: Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime</p>	<p>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.</p>

20. 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.

Exclusion of Access by the Public to Reports

21. The Midlands Engine may exclude access by the public to the whole or any part of a report that relates to items during which, in accordance with the 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.

22. The Midlands Engine Partnership shall comply with the requirements of the Local Government Transparency Code 2015

<https://www.gov.uk/government/publications/local-government-transparency-code-2015>



Governance and Assurance Framework

Section F: Board Recruitment Policy

April 2023

Board Membership

1. The Executive, Finance Audit and Risk and Partnership Boards comprises a number of representatives from the Midlands Engine Partners who are nominated from the wider Midlands Engine Partnership. Membership will ordinarily be for a period of three years for a maximum of three terms. Where the organisation's representative is from organisation where partnership contributions are sought, membership fees are required.
2. In the event of a change of representative due to an election / Elected Member changes or individual / organisational changes, the seat transfers automatically to the incoming individual.

Board Member, Chair and Vice Chair Recruitment

Board Member recruitment

3. Members of the Midlands Engine Executive, Finance Audit and Risk and Partnership Boards will be recruited from the constituency pool noted above with advice provided from the wider Partnership on suitability. The Midlands Engine Chief Executive will co-ordinate the recruitment process on behalf of the Board in consultation with the Chair of the Board. Prospective candidate(s) will be subject to the approval of the relevant Midlands Engine Board at its next meeting and its decision will be minuted. The Board Member's term of tenure commences from the date of this Board meeting.

Independent Chair recruitment

4. The Independent Chair of the Executive Board is a high-profile role which requires an individual who can act as a strong, influential and credible ambassador for the Partnership and Region at home and overseas. They must be able to maintain the confidence of partner organisations, Businesses, Government Officials and Senior Ministers. Whilst managed by the Midlands Engine Partnership, the recruitment process will mirror those used for Public Appointments as set out by the Cabinet Office to ensure transparency and selection against defined criteria. It will be supported by the Midlands Engine Chief Executive, Midlands Engine Nominations Committee, Cities and Local Growth Unit within the Department for Levelling Up Housing and Communities. The Chair of the Midlands Engine Nominations Committee will make an appointment recommendation to the Executive Board for approval. The Chair's tenure is for a fixed period of three years with the option of extending for three consecutive terms.
5. The Partnership Board Chair will be nominated by the Chair of the Executive Board and subject to agreement of the members of the Midlands Engine Partnership Board.

Vice Chair recruitment

6. The Vice Chair(s) of the Midlands Engine Boards will be appointed from existing Board Members. Candidates will be asked to put themselves forward with a seconder. Where there are multiple candidates, the remaining Board Members 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/meeting at which a consensus is reached.

Reappointment of Board Members for a subsequent term

7. Once a Board Member's three year term of tenure has ended, they can be reappointed to the Board by securing a proposer from the relevant representative group and seconder from existing Board Members. The Board will decide whether to reappoint the Board Member at its next meeting and the decision will be minuted. Appointment will be limited to a maximum three terms of office.
8. 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. 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.

Resignation from the Boards

9. All Members of the Boards can resign at any point during their term of tenure by approaching the Chair in writing giving two 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 relevant Board Chair. Resignations from the Board will be announced at the next Board Meeting and minuted.

Co-optees

10. From time to time, the Executive, Finance Audit and Risk and Partnership Boards may decide to co-opt additional members to the Board for specific and defined special purposes. Such appointments will be for time limited periods as defined by a resolution of the Board that will be minuted.

Recruitment to and Membership of other Boards and Groups

11. The Midlands Engine Secretariat will write out to representatives to seek the re-nominations or new nominations from partner organisations. It will be the responsibility of partner organisations to decide through their own processes and nominate a representative. Tenure will commence from the date minuted at the relevant Board meeting.



Governance and Assurance Framework

Section G: Finance, Commissioning and Delegation Policy

April 2023

Standing financial authorisations

1. The Executive Board will approve an annual budget which will be ratified by the Section 151 Officer (or delegated person) of the Accountable Body, Staffordshire County Council. Standing financial authorisations are contained with the Midlands Engine Scheme of Delegation.

Use of Partnership resources

2. Where one of the partners has agreed to provide resource to the Midlands Engine Partnership on an ongoing basis in the form of a proportion of the time of one or more staff members employed to work within the partner, this agreement shall be covered by a secondment agreement or comparable written agreement. Such resource shall be regarded as part of the Secretariat resources available internally within the Midlands Engine Partnership.
3. Additional individual arrangements may be made between the Midlands Engine Partnership and the Accountable Body for the use of Accountable Body 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 Accountable Body
 - 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.

Commissioning other external resources

4. In relation to the commissioning of external resource the Midlands Engine Partnership hereby adopts and shall apply the procurement as outlined in the Midlands Engine Scheme of Delegations and contract rules of Staffordshire County Council as Accountable Body.

Disbursement of grant funding

5. 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 Midlands Engine Partnership Assurance Framework.
6. Grant funding will be held by the Accountable Body as set out in full in the Accountable Body Agreement.

Delegation of Actions

7. Delegation of actions and decisions may only be made in accordance with this Delegation Policy. A full list of delegation powers is contained in the Scheme of Delegation.
8. Where the Chief Executive is absent or incapacitated, the Head of Corporate Services supported by the Accountable Body Section 151 Officer or nominated representative may act in their place.

Standing authorisations - day to day management

9. Any significant difficulties or complaints arising from use of the authority shall be reported promptly to the Chair of the Finance, Audit and Risk Board in the first instance.
10. The Chief Executive 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 and shall provide further information about his/her actions on request from the Chair of the Midlands Engine Executive Board.

Individual delegations of decision-making

Urgency powers

11. The Executive Board may delegate authority to the Chair to take a specified decision on behalf of the Executive 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). This shall be carried out in accordance with the Electronic Procedure outlined in paragraph 16. of the Constitution
12. The Chair shall report to the Board at its next meeting on any decisions or actions made under a delegation within paragraph 8.

Delegations to Board Sub-Group, Theme, or Working Group

13. The Executive Board may delegate authority to a Board, Theme or Working Group, 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).
14. The terms of any such delegation 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.
15. The Group shall report to the Executive Board at its next meeting on all decisions or actions made under any such delegation.

Authorisation of actions to implement Board decisions

16. The Executive Board may ask the Chief Executive, individual Board Members, Finance, Audit and Risk Board, Partnership Board, any Board working group, Theme or Working Group to carry out specific tasks or actions which implement decisions taken by the Executive Board, where it considers that this will facilitate the performance of the Midlands Engine Partnership's activities within its **Role and Governance Principles**.
17. The Executive Board may ask other individuals or organisations to carry out specific tasks or actions which implement decisions taken by the Executive Board where it considers that this will facilitate the performance of the Midlands Engine Partnership's activities within its **Role and Governance Principles** and in accordance with the **Finance, Commissioning and Delegation Policy**.

18. Where any such matters are delegated, these shall be subject to the requirement that the person or group given delegated authority shall provide appropriate reports on their activities to the Executive Board on request and in accordance with the Governance and Assurance Framework.
19. The Partnership Board any Board working group, Theme or sub-group shall only carry out such activities as are specified within terms of reference as agreed by the Executive Board.

Governance and Assurance Framework

Section H: Accountable Body Agreement

April 2023

Dated

01 April 2023

STAFFORDSHIRE COUNTY COUNCIL

AND

MIDLANDS ENGINE PARTNERSHIP

ACCOUNTABLE BODY AGREEMENT

This Agreement is made on

BETWEEN:

STAFFORDSHIRE COUNTY COUNCIL of Staffordshire Place 1, Tipping Street, Stafford, ST16 2DH (SCC)

THE MIDLANDS ENGINE PARTNERSHIP (ME)

hereinafter individually referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

BACKGROUND

A. The ME was established in 2016 with the aim of stimulating growth in the economy across the Midlands area.

B. The Department for Levelling Up, Housing, and Communities (DLUHC) requires that the ME develops a single Governance and Assurance Framework to cover all devolved Government funding received by the ME. The ME has been allocated monies from Central Government which can only be paid to a local authority nominated as an Accountable Body. SCC has agreed that it will act as the Accountable Body in respect of funding received by the ME.

C. The purpose of this Agreement is to set out the respective roles and responsibilities of SCC acting as the Accountable Body for the ME and associated matters in relation to the application and allocation of the devolved government funding to relevant projects and programmes.

D. SCC is empowered under Section 1(1) Localism Act 2011.

E. SCC has agreed to be the Accountable Body for the ME at its Cabinet meeting on 16th September 2020.

IT IS AGREED AS FOLLOWS:

Definitions

1. In this Agreement the following terms shall have the following meanings:

Accountable Body means SCC;

Additional Costs means the costs reasonably incurred (as decided by the ME acting reasonably) by the Accountable Body for any Additional Services up to a maximum annual amount pre-agreed in writing by both Parties;

Additional Services means any services not listed in Schedule 2 to the Agreement which are undertaken by the Accountable Body in its role acting on behalf of the ME and which the Accountable Body is not reimbursed for via the Annual Fee;

Agreement means this accountable body agreement and any schedules;

Authorised Representatives: the persons respectively designated as such by SCC and the ME as follows which may be amended from time to time by way of notice in writing from one party to the other:

SCC- Name: Peter Shakepear, Assistant Director of Finance
Email Address: peter.shakespeare2@staffordshire.gov.uk
Telephone Number: 07971 531460

ME- Name: Gayle Aughton, Head of Corporate Services
Email Address: Gayle.Aughton@midlandengine.org
Telephone Number: 0775 313 7650

Chief Executive means the Chief Executive of SCC;

Confidential Information means any and all information, whether disclosed orally or in writing or in any other form, and disclosed on or after the date of this Agreement, owned or controlled by one Party and disclosed by the other Party;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

EIR means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

Effective Date means 1st April 2023.

FOIA means the Freedom of Information Act 2000, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

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

Funding means all and any devolved government funding held by SCC as Accountable Body and to be allocated by the ME pursuant to the Governance and Assurance Framework;

UK GDPR has the meaning given to it in section 3(10)(as supplemented by section 205(4)) of the Data Protection Act 2018;;

Projects/Programmes the schemes allocated through the ME Scheme of Delegation and in accordance with Governance and Assurance Framework;

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Scheme Promoter means an organisation which supports and promotes any of the Projects or Programmes, which may also include SCC;

Senior Representatives means the Chief Executive and a representative nominated by the ME to act on behalf of the ME;

Governance and Assurance Framework means the Governance and Assurance Framework developed by the ME;

Working Day: Monday to Friday, excluding any public holidays in England and Wales;

Working Hours: the period from 9:00am to 5.00pm on any Working Day.

2. In this Agreement except where the context otherwise requires:
 - 2.1 words importing the masculine also include the feminine and vice versa;
 - 2.2 words importing the singular also include the plural and vice versa;
 - 2.3 a reference in this Agreement to any clause, sub-clause, paragraph or schedule is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause, paragraph or schedule of this Agreement;
 - 2.4 any reference in this Agreement to this Agreement or to any other document shall include any permitted variation, amendment or supplement to such document;
 - 2.5 any reference to any enactment, order, regulation, code, guidance or other similar instrument shall be construed as a reference to the enactment, order, regulation, code, guidance or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted;
 - 2.6 a reference to a person shall, where the context so requires or admits, include individuals, firms, partnerships, trusts, corporations, governments, governmental bodies, authorities, agencies, unincorporated bodies or persons or associations and any organisations having legal capacity;
 - 2.7 headings are for convenience of reference 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;
 - 2.8 words preceding "include", "includes", "including" and "included" shall be construed without limitation by the words which follow those words;
 - 2.9 the Schedules to this Agreement form part of this Agreement and any reference to this Agreement includes reference to the Schedules;
 - 2.10 references to "the Parties" shall be to the Parties to this Agreement;
 - 2.11 References to any Law are to be construed as references to that Law as from time to time amended or to any Law from time to time replacing, extending, consolidating or amended the same;
 - 2.12 The words in this Agreement shall bear their natural meaning. The Parties have had the opportunity to take legal advice on this Agreement and accordingly it should not be construed strictly against either Party;
 - 2.13 Where this Agreement states that an obligation shall be performed "no later than" or "within" or "by" a prescribed number of Working Days, or a stipulated date or event which is a prescribed number of Working Days after a stipulated date or event, the latest time for performance shall be noon on the last Working Day for performance of the obligations concerned.

Duration and Review

3. This Agreement shall commence on the Effective Date and shall continue in effect until SCC terminates the Agreement in accordance with Clause 30 of this Agreement.
4. The Services provided by the Accountable Body shall be reviewed annually by the ME, or at other times as necessary in accordance with best practice advice for governance arrangements applicable or as needed to support operations.

Roles and responsibilities

5. It is the overriding responsibility of the ME to ensure that ME allocates, or otherwise, deals with the Funding in such a way which does not breach the terms and conditions upon which SCC as Accountable Body has received the Funding for the purposes of the ME and is in accordance with the ME Scheme of Delegation and complies in accordance with the grant determination from Government.
6. The overall roles and responsibilities of the Parties are set out in the Schedule 1 to this Agreement, and the list of services provided by the Accountable Body in Schedule 2.
7. For the avoidance of doubt, the ME is not a partnership pursuant to the Partnership Act 1890, and is a pan-regional, apolitical “partnership” aiming to convene, connect and act as a focal point for the driving of economic growth across the Midlands.

Governance and decision making

8. The governance and working arrangements between the Parties shall be in accordance with the ME Scheme of Delegation and in accordance with Governance and Assurance Framework

Financial Arrangements

9. Unless otherwise agreed, SCC is not responsible for Projects or Programmes for which it is not the Scheme Promoter and in respect thereof for compliance with any grant conditions which shall include the obligation to repay in whole or part the Funding in the event of non-compliance with any grant conditions.
10. As the Accountable Body, SCC will enter into any required grant funding and/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 contract or collaboration agreement and paid for through the allocated funds to the ME.
11. In the event that a Scheme Promoter who is a recipient of any part of the Funding granted by ME fails to comply with the terms and conditions in the contract/collaboration agreement and/or any other aspect of the same, SCC as the Accountable Body will use reasonable endeavours to recover such sums as may be due and to enforce such terms.
12. SCC as the Accountable Body shall:
 - 12.1 establish and maintain a financial system to account for all monies received and disbursed on behalf of ME;
 - 12.2 transfer, subject to due diligence, the Funding for the Projects/Programmes on behalf of the ME;

- 12.3 receive income and make timely payments for and on behalf of ME;
 - 12.4 maintain proper records of all monies received and disbursed for ME and make such records available for inspection by both internal and external regulators;
 - 12.5 arrange regular audit examination of ME activities with regards to use of public resources and, following each audit, present a report to ME with recommendations to strengthen their governance and management practices; and
 - 12.6 supply, as necessary, completed statements of income, expenditure and disbursement to ME, funding organisations, central government and external auditor.
13. Interest shall accrue on the Funding which shall be held by SCC and as agreed between the Parties distributed, taking into account the reasonable costs of SCC for acting as the Accountable Body. The Parties will agree a more detailed procedure in relation to such interest within (3 months) of the Effective Date of this Agreement.
14. ME shall:
- 14.1 co-operate with and assist SCC acting in its role as Accountable Body in undertaking the day-to-day responsibility for financial matters;
 - 14.2 co-operate with and assist SCC in regular audit examinations of all operating systems; and
 - 14.3 report any financial irregularity or suspected irregularity in the use of any of the Funding to SCC as soon as reasonably practicable.

Record Keeping and Communication

15. The Parties shall ensure that a proper record is kept regarding the proceedings of the ME.
16. A communication protocol in relation to publicity and disclosure of information shall be agreed between the Parties including the management and timing of such communications.

Freedom of Information

17. ME acknowledges that SCC as Accountable Body is subject to the requirements of the FOIA and the EIR and shall:
- 17.1 provide all necessary assistance and cooperation as reasonably requested by SCC to enable SCC to comply with its obligations under the FOIA and the EIR;
 - 17.2 provide SCC with a copy of all information belonging to SCC requested in the Request for Information which is in its possession or control in the form that SCC requires within 7 Working Days (or such other period as SCC may reasonably specify) of SCC's request for such information; and
 - 17.3 not respond directly to a Request for Information unless authorised in writing to do so by SCC.
18. ME acknowledges that SCC may be required under the FOIA and the EIR to disclose Information concerning this Agreement without consulting or obtaining consent from the ME. In these circumstances SCC shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the ME advance notice, or failing that, to draw the disclosure to the ME attention after any such disclosure.

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

Data Protection

20. The Parties shall comply with their obligations under the Data Protection Legislation in the performance of their obligations under this Agreement.

21. The Parties shall notify each other of any breach of the Data Protection Legislation that they become aware of and that occurred in their meeting the obligations under this Agreement. Each Party will be liable for their own act and/or omission in respect of the Data Protection Legislation.

22. The provisions of this clause shall apply during the continuance of the Agreement and up to three years after its expiry or termination.

Confidentiality

23. Neither Party will use or disclose any Confidential Information provided by the other pursuant to this Agreement otherwise than for the performance of their obligations under this Agreement, save as may be otherwise agreed or required by law.

24. For the avoidance of doubt, Confidential Information shall not include:

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

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

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

24.4 any information which the Parties are obliged to disclose by law or to meet the order or requirements of any competent court of law, governmental or statutory regulatory authority, or stock exchange, to which the recipient is subject from time to time.

25. Neither Party shall make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the agreement of both Parties.

26. The obligations of the Parties under Clause 22 and Clause 23 will cease to have effect on the third anniversary of the date of this Agreement which is effective from the Effective Date. Such cessation shall not, however, prejudice any then accrued rights in respect of any breaches of this Agreement.

Equality

27. The Parties shall perform their obligations under this Agreement in accordance with:

27.1 all applicable equality Law being the Equality Act 2010 as amended from time to time, and all other Law enacted (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);

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

27.3 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).

Social Value

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

Environmental

29. 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.

Termination on notice

30. This Agreement shall continue in full force and effect unless or until Staffordshire County Council or the Midlands Engine serves at least twelve months' written notice to terminate or by mutual agreement between the Parties at any time.

Disputes

31. Prior to action under Governance and Assurance Framework complaints procedure, if either Party has any issues, concerns or complaints about any matter relating to this Agreement (Dispute) either Party shall give to the other written notice of the of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute.

32. If the Authorised Representatives are for any reason unable to resolve the Dispute within 30 working days of service of the Dispute Notice, the Dispute shall be referred to the Senior Representatives, who shall attempt in good faith to resolve the Dispute.

33. The ME Governance and Assurance Framework has a complaints procedure, 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 in accordance with Governance and Assurance Framework.

General

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

35. The Agreement cannot be varied except in writing signed by a duly Authorised Representative of the Parties.

36. 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.

37. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver.

38. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

39. 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.

Notices

40.

40.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its principal place of business; or

(b) by email to the address specified in clause 42.

40.2 Any notice shall be deemed to have been received:

If delivered by hand, at the time the notice is left;

If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or

If sent by email, at the time of transmission, or if the time falls outside Working Hours in the place of receipt, when Working Hours resume.

41. Clause 40 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

42. In accordance with clause 40, the email addresses of the relevant Party are:

ME: gayle.aughton@midlandengine.org

SCC: john.tradewell@staffordshire.gov.uk

Or other such email addresses as may be amended from time to time by way of notice in writing from one party to the other.

SIGNED BY:

Signed by Mendonça,
for and on behalf of Midlands Engine Partnership

.....

Authorised Signatory

Signed by John Tradewell
for and on behalf of Staffordshire County Council

.....

Authorised Signatory

Schedule 1

Roles and Responsibilities

SCC shall:

1. Ensure that the decisions and activities of the ME conform with legal requirements with regard to freedom of information, equalities, the environment and other matters.
2. Ensure (through the Section 151 officer or Deputy Section 151) that funds are used appropriately using the same checks that SCC would of its own funds and in line with any grant conditions in the grant condition letter through a Section 31 Grant Determination (and not for its own purposes or without consent of the ME).
3. Ensure that the ME Scheme of Delegation and the Governance and Assurance Framework is being adhered to.
4. Take responsibility for the decisions of the ME in approving schemes (e.g. if subjected to legal challenge) as per the Legal Frameworks and Agreements between the Accountable Body, ME and Scheme Promoters.
5. Manage and maintain financial records on behalf of the ME.
6. Provide financial advice and support to the ME, including regular reporting to the ME Executive Board and Finance, Audit and Risk Board on the financial position of the ME.
7. Act as host employer for staff working directly for the ME as requested by the ME. Employees will be hired on the Accountable Body's employment terms and conditions. Secondees will remain with their employer's terms and conditions.
8. Escalate concerns around delivery and / or mismanagement of funds to the ME Executive Board
9. Attend Boards and other groups as required, including the annual performance review.
10. Provide an annual assurance statement as part of the annual performance review process.
11. Ensure that there are arrangements for local audit of funding allocated by the ME comparable to SCC's own arrangements for local authority spend, and that the ME has the appropriate audit and scrutiny arrangements in place.
12. The Accountable Body will not follow the direction of the ME where the ME:-
 - has committed funds which are not available
 - has not followed its own internal governance arrangements
 - has contravened its ME Scheme of Delegation
 - has contravened its National Local Growth Assurance Framework
 - has and / or is contravening any terms or conditions of funding
 - would be awarding funding which is illegal e.g. contravenes state aid rules
 - in the event of a dispute between the Accountable Body and the ME in respect of the above, it would be referred to the DLUHC, whose decision would be binding on both parties.

ME shall:

13. Comply and act in accordance with the ME Scheme of Delegation and National Local Growth Assurance Framework.
14. Ensure the official record of ME proceedings is maintained and is accessible by the Accountable Body.
15. Utilise funding in accordance with the relevant grant conditions that may apply.

16. Identify a prioritised list of schemes within the available budget including under / over programming to enable prudent management.
17. Make decisions based on the scrutiny of individual scheme business cases.
18. Approve the release and allocation of funding in consultation with the Accountable Body Section 151 Officer or Deputy 151 Officer and in accordance with the Accountable Body Legal Agreement to the relevant Scheme Promoter in line with any grant conditions in the grant condition letter through a Section 31 Grant Determination.
19. Use reasonable endeavours to ensure value for money is achieved.
20. Monitor progress of scheme delivery and spend and maintain a programme risk register that is reviewed as appropriate.
21. Use reasonable endeavours to ensure on-time delivery of schemes to the programme.
22. Actively manage the devolved budget and programme to respond to changed circumstances.
23. Meet the full employment costs of staff hosted by the Accountable Body on behalf of the ME, including any exit costs should they arise.
24. Ensure the Accountable Body is reimbursed for all Additional costs.

Funding

25. The Accountable Body and the ME will agree a fee annually in advance for the provision of the services set out in Schedule 2 below, and ad hoc variations as required by the ME (Annual Fee).
26. The Annual Fee will be charged via journal transfer against the relevant ME codes held within the Accountable Body finance system.

Schedule 2

List of Services and Accountable Body Functions (subject to agreed variations)

S151 Officer / Deputy S151 Officer

- Authorise the annual Midlands Engine budget in accordance with the Scheme of Delegation
- Act as the key senior interface with the Midlands Engine in accordance with LEP Governance Guidelines.
- Provide annual assurance statements and information to support the annual review/conversation.
- Meet (as a minimum) quarterly with the Head of Corporate Services to discuss matters of finance and governance or at other times as needed.
- Provide Accountable Body reports for Midlands Engine Executive Board meetings

AB Manager

- To oversee delivery of all AB functions, ensuring they are delivered in accordance with the Agreement
- To oversee the production of the AB reports for Boards

Finance Officer / Admin support

- Work closely with the ME on a day-to-day basis in respect of financial activities.
- Make arrangements to secure income from partnership contributions and agreed allocations from Government.
- Process financial transactions, (including raising PO's), and making payments in accordance with ME decisions
- Process monthly purchase card expenses from ME staff.
- To work with the ME Head of Corporate Services to set annual budget, ensuring it's loaded into the financial system.
- To undertake monthly monitoring of expenditure and work with the Project Manager to carry out monthly forecasting.
- To provide monthly financial report to the Project Manager and other financial statements as and when required.
- To produce AB report for ME Executive Board and Finance, Audit and Risk Board (for agreement by AB Manager)
- To ensure appropriate delegated decisions are in place, writing and managing the decision process as required.
- Provide finance training for ME staff as required.
- Support the production of contracts for consultants, contractors etc. as required.

HR Business Partner

- Provide advice and guidance support on all HR policies and practices processes relating to the ME.
- Recruitment and selection (note – this is advice on process only, end to end management of recruitment campaigns and the use of the recruitment system and process administration can be provided but would be additional cost.
- Advice & guidance around employee relations matters including disciplinary and grievance casework and access to occupational health services.
- Service redesign and job evaluation (grading for jobs will be in line with the Accountable Body's pay framework and pay policy).
- Payroll, pension and employee contract provision etc.

Legal Business Partner

- Legal drafting of funding agreements and contracts.
- Compliance advice – in relation to accountability, transparency and probity.
- Complaint handling advice.
- Other advice such as statutory, employment law, public law, scrutiny.
- Administration of a scrutiny function.

Procurement

- Provide ad-hoc procurement support in line with the ME Scheme of Delegation and SCC internal procurement regulations and manage e - tendering processes on behalf of the ME.



Governance and Assurance Framework

Section I: Complaints Policy

April 2023

Confidential reporting of complaints

1. The Midlands Engine Partnership is committed to creating an 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 Midlands Engine Partnership's work to come forward and voice those concerns without fear of reprisal.
2. For employees, they should first consider raising their concerns via the relevant Staffordshire County Council policy.
3. For other parties and members of the public, please follow the confidential complaints procedure outlined below.
4. Alternatively, if any individual believes that their complaint fits the Whistleblowing description below, they can elect to report their concerns through the Whistleblowing Policy procedure.

Whistleblowing

5. Whistleblowing is where an individual reports concerns about a danger, risk, contravention of rules or illegality. In doing so they are acting in the wider public interest, usually because the matter they are reporting 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 an individual 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 Midlands Engine Secretariat supported by the Accountable Body will investigate all complaints or allegations.

Anonymous allegations

7. The Midlands Engine 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 Midlands Engine Partnership. When exercising this discretion, the factors to be taken into account would include:
 - a) the seriousness of the issue raised
 - b) the credibility of the concern and
 - c) the likelihood of confirming the allegation from attributable sources.
8. The Department for Levelling Up, Housing and Communities may request information arising from this process if they have concerns regarding the Midlands Engine 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 Midlands Engine Partnership will put in place appropriate data protection arrangements in line with the Data Protection Act 1998, the General Data Protection Regulation and other applicable prevailing legislation.

Confidential Complaints Procedure

10. If you would like to make a confidential complaint please contact Gayle Aughton, Head of Corporate Services, Midlands Engine, Trent Bridge House, Fox Road, Nottingham NG2 6BJ T: 07753 137650
Email: Gayle.Aughton@midlandsendengine.org
11. State that you want the complaint to remain confidential.

Action taken by the Midlands Engine

12. The designated complaints officer will record your concern and investigate the complaint. You can expect the Officer to:
 - a) contact you within 10 clear working days to acknowledge the complaint and discuss the appropriate course of action
 - b) 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
 - c) take the necessary steps to rectify the issue.
13. If you are unhappy with the outcome of the complaint or the complaint involves those responsible for the confidential complaints procedure, you can address your concerns to the Midlands Engine's Accountable Body which is Staffordshire County Council. A copy of the Council's Complaints Policy is available at <https://www.staffordshire.gov.uk/Contact-compliments-and-complaints/complimentscommentscomplaints/Make-a-general-complaint.aspx>
14. If you are either unable to raise the matter with the Midlands Engine Partnership or its Accountable Body, or you are dissatisfied with the action taken, you can report it direct to the Area Director, Cities and Local Growth Unit, Apex Court, City Link, Nottingham NG2 4LA. . You should clearly mark your email or letter as "Official - complaints".



Governance and Assurance Framework

Section J: Whistleblowing Policy

April 2023

Definitions

1. This document uses the following definitions:
 - a) **Whistleblowing** - where an individual reports concerns about a danger, risk, contravention of rules, illegality or wrong-doing. In doing so they are acting in the wider public interest, usually because the matter they are reporting 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.
 - b) **Discloser** – this is the person who is the whistle-blower. They might be an employee, a Midlands Engine Partnership Board Member, a contractor, a third party or a member of the public.
 - c) **Responsible Officer** - this is the person, appointed by the Midlands Engine Partnership, 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 Gayle Aughton, Head of Corporate Services, Midlands Engine, Trent Bridge House, Fox Road, West Bridgford Nottingham NG2 6BJ, T: 07753 137650, E: Gayle.Aughton@midlandsendengine.org .
 - d) **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.

Introduction

2. This procedure outlines the process to follow for a Discloser when reporting a perceived wrongdoing within the Midlands Engine Partnership, including something they believe goes against the core values of the Seven Principles of Public Life (the Nolan Principles) and the Code of Conduct for Midlands Engine Executive, Finance, Audit and Risk and Partnership Boards Members and staff. The Seven Principles of Public Life are Selflessness, Integrity, Objectivity, Accountability, Openness, Honesty and Leadership.
3. In particular, Midlands Engine Partnership Board Members, as the key decision makers of the Midlands Engine Partnership, 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.

Scope

5. The Midlands Engine 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 Disclosers with serious concerns about the work of the Midlands Engine Partnership to come forward and voice their concerns without fear of reprisal.
6. Disclosers should note that where the concern is one that might fall under an employee's own organisational policies on equality and diversity or harassment and bullying or other staff policies, they should consider using the reporting mechanisms for those other policies first.

7. The Midlands Engine Partnership also has a complaints procedure that in cases will be more appropriate for third parties or members of the public to follow. Third parties or members of the public should first review the confidential complaints procedure outlined in the Midlands Engine Partnership's complaints policy on the Midlands Engine website 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 Midlands Engine Partnership 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:
 - a) encourage people to feel confident about raising serious concerns and to question and act upon their concerns without fear of victimisation or harassment
 - b) provide avenues for Disclosers to raise those concerns and receive feedback on any action taken
 - c) allow Disclosers to take the matter further if they are dissatisfied with the Midlands Engine Partnership's response and
 - d) reassure all Disclosers, employees in particular, who may have specific concerns about their position and employment status in the Midlands Engine Partnership, 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 this Whistleblowing Policy if they are aware of a situation that they feel:
 - a) is against the Midlands Engine Partnership's procedures and protocols as set out in its Code of Conduct and other policies set out in the Midlands Engine Partnership Assurance Framework
 - b) falls below established standards of practice the Midlands Engine Partnership subscribes to
 - c) amounts to improper conduct or
 - d) 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:

- a) fraud or financial irregularity
 - b) corruption, bribery or blackmail
 - c) other criminal offences
 - d) failure to comply with a legal or regulatory duty or obligation
 - e) miscarriage of justice
 - f) endangering the health or safety of any individual
 - g) endangering the environment
 - h) improper use of authority and
 - i) 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 an 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 Staffordshire County Council grievance policy and procedure. Equally, this policy would not apply to matters of individual conscience where there is no suggestion of wrongdoing by the Midlands Engine Partnership but, for example, an employee or Midlands Engine Board Member is required to act in a way which conflicts with a deeply held personal belief.

Safeguards

15. The Public Interest Disclosure Act (1998) gives legal protection to employees against being dismissed or penalised by their employers as a result of publicly disclosing certain serious concerns. The Midlands Engine Partnership believes that no member of staff should be at a disadvantage because they raise a legitimate concern.
16. The Midlands Engine Partnership 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 Midlands Engine Partnership 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:
- a) 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.

- b) 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.
- c) 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.
- d) Ultimately, the Discloser can raise their concern with the Midlands Engine Accountable Body 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:
 - a) the background and reason behind the concern
 - b) whether they have already raised a concern with anyone and the response and
 - c) 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 Midlands Engine Partnership 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, or Accountable Body Chief Executive, a meeting may be arranged with them to determine how the concern should be taken forward.
- 25. The Midlands Engine Partnership may decide to take the matter forward by a number of methods, including:
 - a) an internal inquiry or other formal investigation
 - b) an internal or external audit
 - c) referring the matter to the police
 - d) 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 ten (10) clear working days of a concern being raised, the Midlands Engine Partnership's Responsible Officer will write to the Discloser to:
 - a) acknowledge that the concern has been received
 - b) indicate how they propose to deal with the matter
 - c) give an estimate of how long it will take to provide a final response
 - d) tell the Discloser whether any initial investigation or enquiry has been made
 - e) tell the Discloser whether further investigation will be made, and if not, why not
 - f) tell the Discloser how frequently the Midlands Engine Partnership will keep them up to date on progress of the investigation.
29. The amount of contact between the Midlands Engine Partnership and the Discloser concerned will vary depending on the concern raised, any difficult issues and any further clarity required. If necessary, the Midlands Engine Partnership will seek further information from the Discloser.
30. The Midlands Engine Partnership 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, if the Discloser is a member of Midlands Engine staff, he/she will still be expected to continue their duties/role as normal unless deemed inappropriate.

Confidentiality and anonymity

32. The Midlands Engine Partnership 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 Midlands Engine Partnership to investigate and provide feedback.
33. Any disclosures made under this procedure will be treated in a sensitive manner. However, the Midlands Engine Partnership recognises that the Discloser may want to raise a concern in confidence, i.e. they may want to raise a concern on the basis that their name is not revealed without their consent.
34. The Midlands Engine 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 Midlands Engine Partnership 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, i.e. 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 www.gov.uk/whistleblowing for more information on who is covered by whistleblowing legislation). Where a Discloser has been victimised for raising a concern, the Midlands Engine Partnership will take appropriate action against those responsible, in line with the prevailing disciplinary policy and procedures.

Changes to procedures or policy as a result of whistleblowing

37. If changes are made to the Midlands Engine Partnership policies and processes as a result of whistleblowing investigations, the Midlands Engine 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 Midlands Engine Partnership, an investigation may take place. Where the Discloser is an employee or a Midlands Engine 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 Midlands Engine Partnership 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 Midlands Engine Partnership or, if you are dissatisfied with the action taken, you can report it directly to the Area Director, Cities and Local Growth Unit, Apex Court, City Link, Nottingham NG2 4LA. 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 Midlands Engine Partnership or you are dissatisfied with the action taken you may consider raising it with:
- a) the police
 - b) the relevant regulatory body or professional body
 - c) your Trade Union
 - d) your solicitor
 - e) your local Citizens Advice Bureau.
41. Further information and signposting for potential Disclosers is available at www.gov.uk/whistleblowing.
42. If a Discloser does take the matter outside the Midlands Engine Partnership 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 you regarding what is confidential.

Feedback on Whistleblowing Policy

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