THIS SERVICE LEVEL AGREEMENT ("Agreement") is made on the day of 2020

BETWEEN

(1) **ESSEX COUNTY COUNCIL** of County Hall, Chelmsford, Essex CM1 1LX ("the Accountable Body");

(2) **SOUTH EAST LEP LIMITED** a company registered in England and Wales whose registered office is at County Hall, Market Road, Chelmsford, Essex CM1 1QH with company number 12492037) (**"**SELEP Ltd); and

(3) **[NAME OF COUNCIL]** of [ADDRESS] ("the Council")

BACKGROUND

(A) The unincorporated South East Local Enterprise Partnership (SELEP) was established in 2011 with the aim of stimulating growth in the economy across South East of England area. In part it aims to do this by playing a central role in determining local economic priorities and undertaking activities to drive economic growth and the creation of local jobs. It is a primary partnership of the Councils.

(B) The South East LEP Ltd (SELEP Ltd) was incorporated on 28 February 2020 at Companies House, as a company limited by guarantee, in response to the requirement of Central Government for all Local Enterprise Partnerships to have legal personality.

(C) The unincorporated South East Local Enterprise Partnership agreed a Growth Deal with the Government to include the payment of the Local Growth Fund Grant by the Ministry for Housing Communities and Local Government (formerly the Department of Communities and Local Government) (or other Government Departments as Government sees fit) to the Accountable Body for the SELEP in each financial year from 2015/16 to 2020/21.

(D) The Accountable Body is the local authority which has responsibility for adhering to any conditions made by the Government in relation to the Grant, including ensuring that expenditure is spent in accordance with all legal requirements and complying with any reporting requirements to the Government.

(E) Essex County Council (ECC) is the Accountable Body for the purposes of Funding allocated to SELEP Ltd by Central Government and other responsibilities as set out in the Assurance Framework.

(F) The Council is the County Council or Unitary Council within SELEP Ltd that is the Partner Authority responsible for delivery of the Growth Deal projects.

(G) The Project Allocation to deliver the projects will be transferred from the Accountable Body to the Council under the arrangements set out within this Agreement.

(H) The Grant Conditions shall be issued annually by the Government under Grant Determination Letters.

IT IS HEREBY AGREED as follows

1. Definitions

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

Accountability Board: means the Joint Committee of the Partner Authorities established under sections 101 and 102 of the Local Government Act 1972, and section 9EA of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 and any other enabling legislation to form a joint committee to manage the distribution of Funding. The Accountability Board is required to adhere to the SELEP Ltd Assurance Framework and the Framework Agreement (as may be updated from time to time) in respect of their involvement with the SELEP partnership. Responsibilities of the Accountability Board can be found in the SELEP Joint Committee agreement (as may be updated from time to time).

Additional Project Variation Agreement: means the agreement between the parties entered into pursuant to clause 12 and substantially in the same form as set out in Schedule 3.

Additional Projects: inclusion of a new project within the Local Growth Fund (LGF) programme, which has been identified within the SELEP Ltd's pipeline and approved by the Accountability Board.

Assurance Framework: means a guide to the structure of the SELEP Ltd with the processes and systems which are used to manage its activities, including the detailed processes applied to manage the funding awarded from Government. It is reviewed and agreed at least annually or as required by the Strategic Board, consulting the Accountability Board and in accordance with the SELEP Ltd Framework Agreement.

Business Case: means the business case for each Project as assessed by the SELEP Ltd Independent Technical Evaluator and approved by the Accountability Board, in line with the requirements specified in the Assurance Framework;

Change: means the occurrence of any one of the following:

(a) cancellation of a project which has received a provisional funding allocation in the agreed Growth Deal;
(b) inclusion of a new project within the Local Growth Fund (LGF) programme, which has been identified within the SELEP Ltd's pipeline;
(c) acceleration of a project previously programmed to start in later years;
(d) delays to project start or end dates of more than six months;
(e) all changes to project LGF allocations above the 10% threshold;
(f) any re-profiling of LGF between financial years;
(g) any changes to total project costs above 30% or a £500,000 threshold which are identified prior to the construction contract award;
(h) any substantial changes to the expected project benefits, outputs and outcomes as agreed in the business case which may detrimentally impact on the value for money assessment. In such circumstances, it is expected that the business case should be re-evaluated by the ITE; and
(i) any further changes as may be defined by the Government.

Exempt Information: means any information or class of information relating to this Agreement which may fall within an exemption to disclosure under FOI Legislation.

Financial Year: means during the continuance of the Agreement any period commencing on 1 April and ending on the following 31 March

Framework Agreement: means the agreement in relation to the South East Local Enterprise Partnership between the Partner Authorities and SELEP Ltd setting out the duties and obligations, roles and responsibilities of the parties to that agreement in relation to delivery of SELEP Ltd's objectives.

FOI Legislation: means the Freedom of Information Act 2000 and subordinate legislation made under this and the Environmental Information Regulations 2004.

Grant: means the Local Growth Fund (LGF) capital investment grant received by the Accountable Body from Government under the name 'Growth Deal'.

Grant Conditions: means those conditions set out in the Grant Determination Letters;

Grant Determination Letters: means the letters issued by Government annually which set out the amount of Grant that the SELEP Ltd is allocated in that respective year, and the conditions under which the Grant will be released to the Accountable Body. Separate letters may be issued by different

Government Departments and may stipulate different Grant Conditions; where this is the case, the respective Grant Conditions will be clarified by the Accountable Body on approval of the Grant Allocation;

Growth Deal: means the Growth Deal that was agreed between the South East Local Enterprise Partnership and the Government in March 2015 and extended to include future year Grants as awarded by the Government under the name 'Growth Deal';

Growth Deal period: from 1 April 2015 to the 31 March 2021, or as extended by either SELEP Ltd or Government.

Independent Technical Evaluator (ITE): means an independent technical evaluator (ITE) who has been appointed by the Accountable Body on behalf of the SELEP Ltd, to provide impartial technical advice to SELEP Ltd, Accountability Board, SELEP Secretariat and local project sponsors;

Information Request: a request for information under FOI Legislation.

Partner Authority: means either East Sussex County Council, Essex County Council, Kent County Council, Medway Council, Southend-on-Sea Borough Council or Thurrock Council as appropriate;

Programme Consideration Meetings: means the quarterly meetings between representatives from the SELEP Secretariat, the Accountable Body and Partner Authorities to monitor progress of the Grant funded projects;

Project Allocation: means the sum to be paid to the Council for each Project from the Grant in accordance with this agreement;

Projects: those Growth Deal projects set out within Schedule 2 and as may be added to this agreement pursuant to paragraph 12, which have received Project Allocation for the delivery of the project identified within the Business Case and has received approval from the Accountability Board in accordance with this Agreement, including Additional Projects.

Publicity Requirements: means the requirements for publicity for Projects as specified by the Government in the Growth Deal or as may be updated by the Government from time to time and notified to the Council by the SELEP Secretariat;

Quarterly Expenditure Profile: means the planned quarterly expenditure profile for each Project including LGF and other funding sources towards the delivery of the project. The profile is to be revised on a quarterly basis, in line

with the Reporting Period, to reflect the latest spend to date and forecast position for each Project. The profile may include planned spend for Projects that have yet to receive approval from the Accountability Board, but funding for these will not be transferred to the Council until such approval has been given by the Accountability Board;

Reported Spend: means the total actual or estimated spend incurred against a Project within a Reporting Period;

Reporting Period: means the dates specified by the SELEP Secretariat for the submission of each Quarterly Expenditure Profile and for Reported Spend for discussion at the Programme Consideration Meetings. The reporting period dates will reflect a quarterly profile;

SELEP Secretariat: means those persons employed by the Accountable Body for the purposes of providing administrative, technical or professional support to the SELEP Ltd and the Accountability Board in accordance with this Agreement;

Tail-End Project: means any project that meets one of the three following criteria:

- The total value of the LGF allocation to a project exceeds £8m and LGF spend is planned beyond the Growth Deal Period as agreed by the Strategic Board at the point of the funding decision being taken by the Accountability Board;
- At the point of a funding decision being taken by the Accountability Board, it is not expected that a contractual commitment will be in place with the construction contractor by the end of the Growth Deal Period as agreed by the Strategic Board for the delivery of the Project; or
- The Accountability Board have agreed that a specific Grant Agreement should be put in place to oversee the delivery of the Project beyond the Growth Deal Period as agreed by the Strategic Board.

Underspend: means a reduction to the total Project Allocation required by a Project.

2. Condition Precedent

2.1 The terms of this agreement will come into force for each individual Project or Additional Project on the condition that Accountability Board approval is provided for that specific Project or Additional Project.

3. Period of Agreement

3.1. This Agreement takes effect from the date of signature and remains applicable until it is cancelled by any party on written notice to each respective Section 151 (S.151) Officer for the Accountable Body and for the Council and to the Chief Executive of SELEP Ltd.

4. The Purpose of the Grant

4.1. The Grant shall at all times be used in accordance with the Grant Determination Letters.

4.2. The Council shall use the Project Allocation only for the purposes of the Projects and in accordance with the terms and conditions set out in this Agreement.

4.3. The agreement is only applicable to LGF projects which do not meet the definition of a Tail-End Project

5. Payment Of The Grant

5.1 The Project Allocation for each Project will be paid to the Council on a quarterly basis in advance provided:

5.1.1 The Business Case for the Project has been agreed by the Accountability Board;
5.1.2 The Accountable Body is in receipt of the Grant from the Government; and
5.1.3 In accordance with the process set out in Schedule 1.

5.2 The Project Allocation, as approved by the Accountability Board, shall not be increased in the event of any overspend by the Council in its delivery of the Project.

5.3 The Council shall promptly repay to the Accountable Body any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Project Allocations have been paid in error before all conditions in 5.1 have been complied with by the Council.

5.4. The Council must repay all or part of the funding received with respect to the Project Allocation if the Accountability Board so requires because:

5.4.1. The Council fails to deliver the Project in accordance with the approved Business Case;

5.4.2. A Project is Changed and the Accountability Board declines to agree the Change; or

5.4.3 The Project can no longer meet the Grant Conditions;

5.5. SELEP Ltd will be responsible for the future allocation of any returned funding in accordance with the provisions set out in the Assurance Framework.

6. Grant Responsibilities of the Accountable Body

6.1 The Accountable Body is required to ensure that the Grant fulfils the following requirements:

6.1.1 It will be used to support and secure the outcomes of the Growth Deal agreed between the Government and the SELEP Ltd;

6.1.2 It will be deployed solely in accordance with the requirements of the Assurance Framework;

6.1.3 That progress against agreed core metrics and outcomes are tracked in line with the national monitoring and evaluation framework;

6.1.4 All expenditure of the Grant must be in accordance with all applicable legal requirements, including state aid and public procurement law, and in accordance with the Grant Conditions.

6.1.5 The current Publicity Requirements (including any branding guidelines) as defined by Government for Growth Deals must be complied with; and

6.1.6 In line with the Assurance Framework, in transferring the Project Allocations to the Council, it will also transfer all Grant Conditions, and monitoring and reporting requirements that are required of the Accountable Body by the Government.

6.2 In acting as the Accountable Body for the SELEP Ltd, the role of the Authority's Section 151 Officer, in overseeing the proper administration of financial affairs, is extended to include those of the SELEP Ltd.

6.3 The standards set out in the Chartered Institute of Public Finance and Accountancy (CIPFA) document, "Principles for Section 151 Officers in accountable bodies", form part of the assurance process undertaken by the Accountable Body on behalf of the SELEP Ltd.

6.4 The following five principles set out in the CIPFA guidance are required to be addressed by the SELEP Ltd and the Accountable Body:

6.4.1 Enshrining a corporate position for the Section 151 Officer in LEP assurance;

6.4.2 Creating a formal/structured mandate for the Section 151 Officer;

6.4.3 Embedding good governance into decision making;

6.4.4 Ensuring effective review of governance; and

6.4.5 Ensuring appropriate skills and resourcing.

6.5 The Section 151 Officer will exercise their duties in line with the CIPFA guidance and the Assurance Framework.

7. Grant Responsibilities of the Council

7.1 In accepting the Project Allocations the Council is agreeing to the requirements and expectations as defined by the Government for receipt and use of the Grant within the Council's area, including ensuring that all Grant Conditions applicable to the Project Allocations are met and all reasonable measures are made to enable the Accountable Body to meet its obligations in respect of all aspects associated with meeting the Grant responsibilities set out in paragraph 6 above.

7.2 In accepting the Project Allocations, the Council is agreeing to take all reasonable measures to ensure that the Accountable Body and the SELEP Ltd are able to meet their obligations under the Assurance Framework.

7.3 The S.151 Officer of the Council in accepting the Project Allocations, including ensuring that all Project Allocations are subject to the Council's normal internal and external audit requirements, shall be responsible for:

7.3.1 Carrying out the normal stewardship role in terms of monitoring and accounting for all aspects with regard to the Project Allocations

7.3.2 Providing the reporting to the SELEP Secretariat as set out in paragraph 8. All reports provided must be approved by the Council's S.151 officer or their nominated representative prior to distribution to the SELEP Secretariat;

7.3.3 Confirming that paragraphs 7.1 and 7.2 have been complied with following the end of each respective financial year for the Project Allocation;

7.3.4 Ensuring that the Publicity Requirements are complied with; and

7.3.5 Bringing to the attention of the Accountability Board where there are delays and risks to Projects.

7.3.6 Ensuring that Internal Audit for the Council, as a minimum, ensures the Project adheres to the terms and conditions of the Grant Agreement and the approved Business case.

7.4 The Council accepts responsibility for ensuring delivery of the Project and the outputs and outcomes agreed in the respective Business Cases.

7.5 The Project Allocation is a capped contribution per Project. The Council is responsible for all additional costs, for example overspends, arising from the implementation of the Project

7.6 The Council is expected to ensure that any development decisions required for individual Projects must go through the normal planning process as required by the relevant local authority and be guided by local plans, taking into account all material considerations.

7.7 Through the Section 151 Officer of the Council, SELEP Ltd in conjunction with the Accountable Body may undertake an audit or request the Council carries out an internal audit, of the partner's Projects to ensure the correct use of funding and may, if necessary, arrange for the recovery of any funds.

7.8 The Business Case related to the Funding Allocation will include sign-off by the promoting Council's Section 151 Officer, or equivalent, before being submitted to the SELEP Ltd for ITE review.

7.9 SELEP Secretariat will seek assurances from the Council's Section 151 Officer, or equivalent responsible financial officer, that the information contained within the Business Case is true and accurate.

7.10 The Council shall ensure that where third parties are funded by the Project Allocation for delivery of a Project that the agreement between the Council and the third party shall set out the relevant rights and obligations imposed on the Council under this Agreement and that the third party shall be bound to the Council under the third party agreement in the same way as the Council shall be bound to the Accountable Body under this Agreement for the relevant rights and obligations.

8. Reporting, Monitoring and Evaluation Requirements

8.1 The Council is responsible for providing regular reports to the Accountable Body and the SELEP Secretariat in the timescales and format specified by the SELEP Secretariat, to enable quarterly reporting to the Accountability Board and Government.

8.2 The reports must provide Project updates on the following aspects:

8.2.1. Spend of Project Allocation to date against the planned spend profile;

8.2.2. Total Project spend to date, including forecast spend of matched contributions and funding leveraged to deliver the Project compared to the agreed profile;
8.2.3. The forecast Quarterly Expenditure Profile;
8.2.4. Project delivery against the agreed milestones in the Business Case;
8.2.5. The outputs and outcomes forecast and delivered to date against the agreed profile;
8.2.6 Explanation of variances in spend and milestone delivery against the Business Case, including identifying the impact on timelines, costs, outputs and outcomes;
8.2.7. Identification of Project risks and the mitigations to be put in place to manage them; this will include a review of Project delivery risks, financial risks and risks to agreed outputs and outcomes;
8.2.8. Confirmation of expected Project completion date;
8.2.9. Identification of any required Changes to Projects; and
8.2.10. Any other reporting aspects as may be required by the Government in relation to the Grant.

8.3. The Council will provide quarterly updates to the SELEP Secretariat with regard to anticipated Changes to Projects. The Changes in paragraph 9 would require approval by the Accountability Board. The partner shall not make any Change to projects, as listed in paragraph 9, without the Accountability Board's prior approval.

8.4. In accepting the Project Allocation, the Council understands that future SELEP Ltd Growth Deal allocations will be subject to the outcome of future annual conversation meetings between the Government, the SELEP Ltd and the Accountable Body. These meetings focus on progress with Growth Deal delivery over the duration of the programme and will pick up on how successfully agreed mitigating actions have been implemented. The Council therefore agrees to make all reasonable efforts to ensure that spending, output and outcome performance is in line with planned spend profiles and performance levels.

8.5. The Council will identify sufficient resource to fulfil the Project evaluation requirements, as set out in the Assurance Framework.

9 Changes to Projects

9.1 The Council shall not make any Change to the Projects without the Accountability Board's prior approval.

9.2 When seeking approval from Accountability Board for Changes that may impact on the Project's value for money, those Changes must be reflected in an updated Business Case which has been subject to an updated assessment by the SELEP Ltd Independent Technical Evaluator in line with the provisions set out in the Assurance Framework. Examples of such Changes which may impact the Project's value for money assessment include amendments to any of the following:

9.2.1. Total Project cost
9.2.2. Project Allocation
9.2.3. Expected Project benefits
9.2.4. Project outputs and / or outcomes.

9.3. Any underspend of the Project Allocation will be subject to the following requirements:

9.3.1 The Council may vary Project Allocation expenditure on any single project by up 10%, provided that the overall schedule of schemes within the Council's programme are delivered and this does not result in a reduction in the overall benefit realisation as set out in the Business Case;

9.3.2 All underspends in the Project Allocation expenditure on any single projects in excess of 10% shall be returned to the Accountable Body on behalf of SELEP Ltd for reinvestment in accordance with the Assurance Framework;

9.3.3 Underspends of any amount must be reported through the quarterly reporting process, in accordance with paragraph 8;

9.3.4 Where the Council transfers Project Allocations to another project within the Growth Deal, it retains responsibility for that Project Allocation under the terms of this Agreement until such a time as the Agreement is amended or expires;

9.3.5 Subject to clause 9.3.2, a Project may not receive additional Project Allocation from underspends which exceeds the Project's original approved Project Allocation by greater than 10%, unless the additional funding is approved by the Accountability Board following the prioritisation of the Project by SELEP Ltd;

9.3.6 All underspends in the Project Allocation expenditure on any single project that:
(a) do not exceed 10% of the Project Allocation; and
(b) cannot be reinvested by the Council in another Growth Deal project,

must be returned to the Accountable Body on behalf of SELEP Ltd.

9.4. Project Allocation underspends must not be used to fund projects outside of the Growth Deal, unless approved by the Accountability Board in the following circumstances:

9.4.1 Transfer to fund non-Grant funded projects within the approved capital programme, in accordance with paragraph 11.

9.5. The Council and Accountable Body will abide by any alternative definition of Change and any approval process for reporting Change, as imposed by the Government.

9.6 The arrangements set out in paragraph 9.3 of this Agreement will be reviewed annually after implementation by the Accountable Body in conjunction with the Council's S.151 Officer and the Accountability Board to ensure that they are operating effectively. This Agreement will be amended to reflect, as appropriate, the agreed changes arising from this review.

9.7. Changes that relate to inclusion of a new project for the Council within the Local Growth Fund shall be dealt with in accordance with paragraph 12 below.

10. Managing slippage of the Project Allocation

10.1 At the end of the Financial Year, if the amount of the Project Allocation exceeds the actual spend on the Project, the Project Allocation slippage may be transferred to another Grant funded project which has been approved by the Accountability Board.

10.2 In the event that the Council wishes to utilise the Project Allocation against another Grant funded project, the Council is required to adjust its Project Allocation claim in the subsequent financial year to reverse the virement of the Project Allocation, such that the total Project Allocation remains unchanged.

10.3. Following the end of each financial year, the Council's S.151 Officer shall write to the Accountable Body confirming that the following conditions have been met:

10.3.1. confirmation that the Project Allocation will be applied within the relevant financial year to a Project which has been approved by the Accountability Board;

10.3.2. demonstration that funding equivalent to the full Project Allocation for the Project will been properly applied to the Project over the duration of the Project; and

10.3.3. any temporary virement of the Grant must not adversely affect the outputs and outcomes of Projects.

11. Transfer of Grant to other capital projects

11.1 Where the Council is incurring slippage in any individual Projects within the current financial year and where that slippage cannot be transferred to another Project under paragraph 10, the Project Allocation may be used to fund non Grant funded projects within the approved capital programme of the Council.

11.2 In the event that the Council wishes to utilise the Project Allocation against non-Grant funded projects, the Council is required to recycle its deferred Project Allocation in future financial years, such that the total Project Allocation remains unchanged.

11.3 Approvals for any virement between Project Allocations and non-Grant funded projects must be secured from the Accountability Board regardless of value, following confirmation to the Accountable Body that paragraph 11.4 will be satisfied.

11.4 To transfer Project Allocations to the Council's wider capital programme, the Council's S.151 Officer shall write to the Accountable Body following the end of the Financial Year confirming that the following conditions have been met:

11.4.1 confirmation that the Grant will be applied to capital expenditure within the relevant financial year;

11.4.2 identification of the equivalent unrestricted local capital financing sources that have been displaced by the Grant in the relevant financial year, and demonstrates that these funding sources will be applied in future financial years against the Projects;

11.4.3 demonstration that funding equivalent to the full amount of allocated Grant for the Project has been properly applied over the agreed Project delivery profile; and

11.4.4 any Change to funding must not adversely affect the outputs and outcomes of Projects.

12 Variation – Additional Projects

12.1 The parties agree that Additional Projects shall be added to this agreement pursuant to this paragraph 12.

12.2 Within 20 working days of Accountability Board or such other time frame as agreed between the parties, the parties agree that the Additional Projects put forward by the Council and agreed by SELEP Ltd and Accountability Board shall be added to this agreement via an Additional Project Variation Agreement. An **Additional Project Variation Agreement** will be in substantially the form set out in Schedule 3 of this agreement.

13 Consequences of Termination

13.1 Determination of this agreement will not affect any rights or liabilities of the parties that have accrued before the date of determination or which later accrue.

13.2 Upon receipt of a notice to cancel this agreement the parties shall convene a meeting. The meeting shall consider the implications of the cancellation and endeavour to agree any immediate steps. The parties shall agree an exit management plan.

14 Indemnity

14.1 The Council will indemnify the Accountable Body and SELEP Ltd against all costs and losses arising out of, or in connection with, a breach of this Agreement by the Council.

15 Freedom of Information

15.1 The parties recognise that the Accountable Body and the Council are public bodies under FOI Legislation. Each party acknowledges that where the other party is subject to the requirements of the FOI Legislation each party shall, where reasonable, assist and co-operate with the other (at their own expense) to enable each party to comply with these information disclosure obligations.

15.2 Where a party receives an Information Request in relation to information which it is holding on behalf of another party it shall:

15.2.1 transfer the request for information to the other party as soon as practicable after receipt and in any event within 5 (five) business days of receiving an Information Request;

15.2.2 provide the other party with a copy of all information in its possession in the form that the other party reasonably requires within ten (10) business days (or such longer period as the other party may specify) of the other party requesting that information unless the cost of compliance exceeds the limit set down pursuant to FOI Legislation (and provides reasonable proof of this to the other party); and

15.2.3 provide all necessary assistance as reasonably requested by the other party to enable the other party to respond to a request for information within the time for compliance set out in the FOI Legislation.

15.3 Where a party receives an Information Request which relates to this Agreement, it shall inform the other parties of the Information Request as soon as practicable after receipt and in any event at least four (4) business days before disclosure and shall use all reasonable endeavours to consult with the other parties prior to disclosure and shall consider all representations made by the other party in relation to the decision whether or not to disclose the information requested.

15.4 The parties acknowledge and agree that any decision made by a party which receives an Information Request as to whether to disclose information relating to this agreement pursuant to FOI legislation is solely the decision of that party. A party will not be liable to the other for any loss, damage, harm or detrimental effect arising from or in connection with the disclosure of information in response to an Information Request.

15.5 Each party shall be responsible for determining in their absolute discretion whether any information for the purposes of FOI Legislation:

15.5.1 is exempt from disclosure under FOI Legislation; and
15.5.2 is to be disclosed in response to an Information Request.

16 Entire Agreement

16.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17 Counterparts

17.1 This agreement may be executed in any number of counterparts, each of which shall be regarded as an original, but all of which together shall constitute one agreement binding on the parties, notwithstanding that all of the parties are not signatories to the same counterpart.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

The common seal of

ESSEX COUNTY COUNCIL

was hereunto affixed in the presence of

Attesting Officer

Signed as a deed by **SOUTH EAST LEP LIMITED**

acting by)

Director

Director/Secretary/Witness

Witness Name and Address

The common seal of

[COUNCIL]

was hereunto affixed in the presence of

Attesting Officer

SCHEDULE 1
Grant Payment Process

1. The Project Allocation for each Project will be paid to the Council on a quarterly basis in advance, based on the Quarterly Expenditure Profile for that quarter, providing that the following conditions have been met:
   a. The Council is required to submit to the SELEP Secretariat, in the format specified by the SELEP Secretariat and within the agreed Reporting Period, a Quarterly Expenditure Profile of the Grant Allocation that has been signed-off by the Council's S.151 officer, or their nominated representative. The sign-off will be to confirm that:
      i. The Quarterly Expenditure Profile reflects a locally agreed estimate of total spend to date and the forecast profile of spend per Project; and
      ii. That all necessary local governance has been undertaken, or is planned, to support the planned spend in the quarter for which Grant is to be provided. Where local governance is planned, but not yet in place, it is expected that this is will, for example, be on the forward plan for the respective decision making body and be undertaken in the period for which Grant is being requested.

2. The total Project Allocation requested in the Quarterly Expenditure Profiles in each financial year must not exceed the level that has been approved by the Accountability Board for the respective financial year.

3. In the event that the Grant allocated in the previous quarter was lower or higher than the Reported Spend for that period, any difference will be reflected in the profiled spend for the subsequent quarter to ensure that the Council has the total funding required to adhere to the Quarterly Expenditure Profile for each respective quarter.

4. The timetable for submission of the Quarterly Expenditure Profile is as agreed in the Reporting Period.

5. The Quarterly Expenditure Profile will be subject to review and agreement at the respective Programme Consideration Meeting, and, if required, subject to approval by Accountability Board at the next opportunity.

6. Payment of the Quarterly Expenditure Profile will be made within 15 working days following receipt of the Quarterly Expenditure Profile, in accordance with the timetable for submissions set out in the agreed Reporting Period. Where a decision is required from the Accountability Board, the payment will be made within 15 days following Accountability Board approval.

SCHEDULE 2
PROJECTS

SCHEDULE 3 – ADDITIONAL PROJECT SCHEDULE
Additional Project Schedule template

THIS ADDITIONAL PROJECT VARIATION IS DATED 20
AND IS MADE BETWEEN

ESSEX COUNTY COUNCIL of County Hall, Chelmsford, Essex CM1 1LX ("the Accountable Body");

SOUTH EAST LEP LIMITED a company registered in England and Wales whose registered office is at County Hall, Market Road, Chelmsford, Essex CM1 1QH with company number 12492037) ("SELEP Ltd**)**; and

[NAME OF COUNCIL] of [ADDRESS] ("the Council")

BACKGROUND

(A) The Accountable Body, SELEP Ltd and the Council entered into an agreement dated [DATE] for payment of the Local Growth Fund grant by the Accountable Body to the Council following agreement with SELEP Ltd for projects agreed by the parties ("the **Contract**").

(B) The parties agree that the projects set out in this Additional Project Variation Agreement, which have been agreed by SELEP Ltd and approved by Accountability Board for inclusion in the Local Growth Fund programme ("**Additional Projects**") are projects eligible for Local Growth Fund funding and shall form part of the Contract.

(C) In consideration of their mutual obligations under this Additional Project Variation Agreement and the payment by each party to the other of £1 (the sufficiency of which each party acknowledges), the parties have therefore agreed to vary the Contract on the terms set out in this Additional Project Variation Agreement.

AGREED

1. ADDITIONAL PROJECTS

With effect from the date of this agreement, the parties agree to amend the Contract to include the Additional Projects set out in the Annex to this agreement.

2. CONTINUING EFFECT

Subject to the variation set out in this agreement, the Contract shall continue in full force and effect in all respects.

3. COUNTERPARTS

The Additional Project Variation Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, but all of which together shall constitute one agreement binding on the parties, notwithstanding that all of the parties are not signatories to the same counterpart.

4. GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

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

SIGNED for and on behalf of Essex County Council	…… Signature
	…….. Name
	SECTION 151 Officer
SIGNED for and on behalf of SELEP Ltd	…… Signature
	…… Name
	(Authorised Signatory)

SIGNED for and on behalf of [COUNCIL]	…… …….
	Signature
	…… …….
	Name
	SECTION 151 Officer

ANNEX

LGF No.	
Additional Project Title:	
Description of Additional Project:	
Total Project Allocation:	
Date of Accountability Board's decision on Additional Project:	