

Bishop Auckland Town Board

21st December 2020

Town Board Governance Arrangements and Accountable Body Arrangements

Report of Amy Harhoff Corporate Director of Regeneration, Economy and Growth

Purpose of the Report

- 1 This report provides for a completeness an update on the governance requirement for the the Town Boards. The requirements are contained in the Town Fund Guidance publication from MHCLG dated June 2020 and the Town Fund Prospectus of November 2019.
- 2 The Board was established in February 2020 just as the Covid 19 Pandemic was intensifying in the UK. In March the national 'lockdown' arrangements were introduced and every meeting has to date has been 'virtual'. From February thorough to June the work of the Board focussed on supporting the Council in submitting the Future High Street Fund bid to Government.
- 3 Since mid-June 2020 the Board has concentrated on developing priorities to support investment in Bishop Auckland and the development of a Town Investment Plan. The Board has been supported by sub groups identified as Thematic Groups to develop proposals that are now formally being consulted on in advance of the submission to government at the end of January 2021. This work has been coordinated by Durham County Council as the Accountable Body for the bid and supported by the consultants GENECON
- 4 The report provides updated information on what the Government Guidance requires and Governance framework for the Board that is robust and meets the standards set by Government. Specifically the Board will need to implement the following

- (a) Transparency and accessibility for the Board's decision making arrangements
 - (b) Board Governance arrangements that follow the 'Nolan principles'
 - (c) The adoption of a Code of Conduct for the Board including maintaining a Register of Interests and agreement to an Equality and Diversity Statement
- 5 The report includes the agreement that provides the framework within which the County Council acts as the Accountable Body to the Board.
- 6 The Board has operated within good governance arrangements since inception, however it is now appropriate that these arrangements are formalised in line with the Guidance.
- 7 In advance of the assessment of the TIP the Government will expect to see these arrangements in place. The Board is asked formalise it's governance arrangements to provide assurance that the Town Fund Guidance is being adhered to.
- 8 The Town Board is Recommended to :
- (a) Note the detailed Governance Requirements contained in the June 2020 Town Fund Guidance (Appendix 2)
 - (b) Note the required Town Board Code of Conduct (Appendix 3)
 - (c) Agree to adopt the principles of the DCC Equality and Diversity Strategy and receive a further report to adopt a specific town board strategy (Appendix 4)
 - (d) Agree to adopt the Register of Members Interests (Appendix 5)
 - (e) Agree to arranging two development sessions for all Board Members to provide support and training on the new governance arrangements
 - (f) Note the transparency changes that will be introduced on the Town Board web pages as referenced in paragraph 11 of the report
 - (g) Agree that the Chair and Vice Chair be given delegated authority to finalise the agreement with DCC for it to undertake the role of Accountable Body

Summary

- 9 The Town Board was established in February 2020 by the County Council in accordance with the Government's Town Deal Prospectus published In November 2019. The Board was immediately faced with the prospect of having to operate in a virtual environment as a result of the March 2020 Covid 19 lockdown.
- 10 For the early part of the Town Board's genesis a strategic decision was taken to focus the Town Funds activity on ensuring the strength of the Future High Street Fund Bid. Although this bid was out with the purpose of the Town Fund Board, it allowed to develop coherence between two related proposals. The FHSF Bid was submitted in June 2020 and focus then turned to the development of the next funding programme for Bishop Auckland the Town Fund Bid.
- 11 The Board has operated within good governance arrangements since inception, however it is now appropriate that these arrangements are formalised in line with the Guidance.
- 12 On 15th June 2020 MHCLG published its Town Fund Further Guidance which provided more details of the expectations and processes leading up to Town Boards submitting Town Investment Plans.
- 13 This report will cover two elements of that guidance
 - (a) Arrangements in place to have robust governance
 - (b) Durham County Council's role as the Accountable Body to the Board

Governance Arrangements

- 14 It is important that the Board is clear on Governance as this is an important element of the assessment process. The June 2020 guidance states that prior to agreeing a Town Deal, checks will be undertaken by MHCLG to ensure Town Deal Boards are meeting all the governance expectations set out in both the Towns Fund Prospectus (Nov 2019) and the Town Fund Guidance (Jun 2020).
- 15 Appendix 2 to this report provides the detailed information that is contained in the guidance on Board Governance.
- 16 In summary the following will be in place
 - (a) Information on DCC's website that clearly sets out the role and responsibilities and the governance and decision-making processes for the Board including
 - (i) Remit of the Board including terms of reference

- (ii) Board membership and roles
 - (iii) Chair/vice-chair term and responsibilities
 - (iv) Board structure including sub-committees and reporting arrangements
 - (v) Accountable Body arrangements
- (b) A code of conduct based on the Nolan Principles that provides
- (i) Processes to manage conflicts of interest
 - (ii) Guidance on pecuniary and non pecuniary interests
 - (iii) For Board members to declare of interests
 - (iv) An understanding tat Board members should take personal responsibility for declaring their interests before any decision is taken
 - (v) A register of gifts or hospitality provided to individual Board members or the Board itself
- (c) Transparency in operation of the Town Board including
- (i) Publication of information on the Council's web site
 - (ii) A documented decision-making process outlining the voting rights of the Board to be published
 - (iii) Profiles of Board Members to be published
 - (iv) All Board papers to be published on the Lead Council's website
 - (v) To promptly publish draft minutes of meetings on the Lead Council's website following the meeting (within 10 clear working days)
 - (vi) To publish final minutes on the Lead Council's website, once approved by the Board
 - (vii) Any conflicts of interest reported to be formally noted within the published minutes
 - (viii) It is important that the Town Deal Board abides by Lead Council governance and finance arrangements when considering private reports, with the default position being that all papers are open to the public

- (d) Public Funding : members of the Town Deal Board should fulfil their role as public-private partnerships whilst ensuring robust stewardship of public resources.
 - (e) Adherence to the Seven Principles of Public Life (the Nolan Principles)
 - (i) Selflessness
 - (ii) Integrity
 - (iii) Objectivity
 - (iv) Openness
 - (v) Honesty
 - (vi) Leadership
- 17 In order to comply with the guidance requirements the Board adopts or agrees to adopt the principles of a number of policies. These are:-
- (a) Town Board Code of Conduct (Appendix 3)
 - (b) The Durham County Council Equality and Diversity Strategy. Adopt the principles and receive a further report. (Appendix 4)
 - (c) A register of Board Member Interests (Appendix 5)
- 18 In addition the Board is asked to note that steps are being taken to enhance the current Town Board web pages to ensure that the Board meets the Transparency standards in the Guidance. This will require a more formal forward plan of decisions, the publication of agendas, reports and minutes and members providing profiles to be published.
- 19 In order to support the Board in successfully implementing these procedures it is proposed to arrange two development sessions specifically to provide members with training and support.

Accountable Body Status

- 20 Where significant public funding is being allocated by Government to a Town Board to deliver an approved list of projects within the Town Investment plan there is a requirement for the Lead Council (DCC) to undertake the role of accountable body.
- 21 This requirement is specified in section 4.10 of the June Guidance and MHCLG will require confirmation that appropriate arrangements are in place.

22 This is the normal way of non-public sector bodies being able to access, benefit from and spend public funding. The role of the accountable body is to

- be responsible for the legal and financial management of all Funding received
- ensure funding is spent properly and appropriately in accordance with the directions of the Town Deal Board.
- Ratify deeds etc by the Town Deal Board and allocate funding received by the Accountable Body to Projects approved by the Town Deal Board.
- in relation to any Funding which it receives as Accountable Body, undertake a co-ordinating role in relation to fulfilling the Accountable Body Responsibilities. These functions will include:
 - the development and maintenance of efficient administrative systems
 - making payments to parties undertaking projects
 - receiving, consolidating and monitoring funding returns from the recipients of funding allocated
 - paying grant or making available loan to approved recipients upon receipt of grant monies from the funding body
 - submitting grant claims to relevant funders and the Town Deal Board for approval;
 - collating and submitting any interim or final claims and/or returns and arranging any required audit of grant claims and payments;
 - the employment of staff required and funded by the Town Deal Board; and
 - arranging appropriate organisational insurance policies are in place and are maintained (for example and without limitation Employers; Liability, Travel, Buildings and Contents and Directors' and Officers' Liability).
- ensure that the conditions associated with any Funding in relation to any project which it delivers, are met. This will include :

- preparing appraisals and carrying out financial due diligence to the required standards for the Project for which it is responsible;
- production of implementation plans in relation to the Project for which it is responsible;
- implementing arrangements for monitoring and receiving monthly monitoring returns from Projects for which it is responsible including monitoring and reporting to the Town Deal Board on impacts and outputs;
- undertaking the required audit and quality control work in relation to the Projects for which it is responsible. In particular, internal and external auditors of the Accountable Body shall have the right of access at any reasonable time to all records and information which they require in order to discharge their responsibilities effectively;
- submitting grant claims to the relevant funding bodies;
- implementing the Accountable Body's procedures for competitive tenders and procurement consistent with proper application of funds; and
- complying with all UK and EU laws and regulations relating to the project/programme, including social value related legislative framework and state aid compliance.

23 In order to formally recognise the accountable body arrangements, that have been in place, the Board is now formally requested to approve in principle an agreement to be entered into with Durham County Council. A draft agreement is provided for the Board at Appendix 6.

24 It is suggested that delegated authority be given to the Chair and Vice Chair of the Board to conclude the details of the agreement with the Council.

25 The Town Board is Recommended to :

- (a) Note the detailed Governance Requirements contained in the June 2020 Town Fund Guidance (Appendix 2)**
- (b) Agree the Town Board Code of Conduct (Appendix 3)**

- (c) Agree to adopt the principles of DCC Equality and Diversity Strategy and agree to receive a further report on the specific strategy for the Town Board (Appendix 4)**
- (d) Agree to adopt the Register of Members Interests (Appendix 5)**
- (e) Agree to arranging two development sessions for all Board Members to provide support and training on the new governance arrangements**
- (f) Note the transparency changes that will be introduced on the Town Board web pages as referenced in paragraph 11 of the report**
- (g) Agree that the Chair and Vice Chair be given delegated authority to finalise the agreement with DCC for it to undertake the role of Accountable Body**

Background papers

- Nov 2019 Town Fund Prospectus
- June 2020 Town Fund Guidance

Other useful documents

- None

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Appendix 1: Implications

Legal Implications

The legal implications are contained in the body of the report.

Finance

None

Consultation

None

Equality and Diversity / Public Sector Equality Duty

An Equality and Diversity Strategy is included in the report for Board approval.

Climate Change

N/A

Human Rights

The report includes a code of conduct for the board and its members.

Crime and Disorder

N/A

Staffing

N/A

Accommodation

N/A

Risk

Should Board not agree to the formal arrangements identified in the report there is a risk to the likely success of the Town Fund Submission.

Procurement

N/A

Appendix 2: - Detailed Governance Requirements Annex D – June Guidance

Roles and Responsibilities

It is important that there are clear roles and responsibilities for oversight of the Town Deal.

The Town Deal Board should have a document, published on the Lead Council's website, which clearly sets out the roles and responsibilities and the governance and decision making processes for the Town Deal Board. This should include:

- Remit of the Board including terms of reference
- Board membership and roles
- Chair/vice-chair term and responsibilities
- Board structure including sub-committees and reporting arrangements
- Accountable Body arrangements

Code of Conduct & Conflicts of Interest

All Town Deal Board members should sign up to a code of conduct based on the Seven Principles of Public Life (the Nolan Principles; see below). An example code of conduct can be provided to Town Deal Boards by the Town Hub named contact on request.

There should be clear processes in place for managing conflicts of interests (both commercial, actual, and potential) in decision making, and this must apply to all involved with the work of the Town Deal Board.

The Lead Council should provide guidance on the pecuniary and non-pecuniary interests individuals must declare, outline the process that Board members must follow for declaring interests and explain the process for requesting an exemption.

Town Deal Board members should then complete a declaration of interests which will then be held by the Lead Council. This can be in a format already used by the Lead Council or a template can be requested from the Towns Hub named contact.

All Board Members should take personal responsibility for declaring their interests before any decision is considered. The Lead Council must record action taken in response to any declared interest.

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Town Deal Board members should then complete a declaration of interests which will then be held by the Lead Council. This can be in a format already used by the Lead Council or a template can be requested from the Towns Hub named contact.

All Board Members should take personal responsibility for declaring their interests before any decision is considered. The Lead Council must record action taken in response to any declared interest.

Additionally a register of gifts and/or hospitality provided to individual Town Deal Board members or the Town Deal Board as a whole should be maintained by the Lead Council.

Transparency

In line with the principles of public life, it is important that there is transparency around the operation of the Town Deal Board. Transparent decision making is supported by the publication of information on the Lead Council's website and we expect the following standards to be applied:

- A documented decision-making process outlining the voting rights of the Board to be published
- Profiles of Board Members to be published
- All Board papers to be published on the Lead Council's website in advance of the meeting (within 5 clear working days)
- To promptly publish draft minutes of meetings on the Lead Council's website following the meeting (within 10 clear working days)
- To publish final minutes on the Lead Council's website, once approved by the Board (within 10 clear working days)
- Any conflicts of interest reported to be formally noted within the published minutes 'It is important that the Town Deal Board abides by Lead Council governance and finance arrangements when considering private reports, with the default position being that all papers are open to the public

Nolan Principles: The Seven Principles of Public Life

Through the Town Deal, the Town Deal Board will be responsible for oversight of a significant amount of public funding. As such, members of the Town Deal Board should fulfil their role as public-private partnerships whilst ensuring robust stewardship of public resources.

Members of the Town Deal Board and those supporting the activities of the Town Deal should adhere to the Seven Principles of Public Life (the Nolan Principles). The Lead Council will be responsible for ensuring that all Town Deal Board members understand these principles and how they apply:

- **Selflessness:** Holders of public office should act solely in terms of the public interest;
 - **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;
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Objectivity: Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias;

- **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;

- **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;

- **Honesty:** Holders of public office should be truthful; and

- **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.

Appendix 3: Draft Code of Guidance

Bishop Auckland Town Board : Draft Code of Guidance

1. You are a Board Member of the Bishop Auckland Town Deal Board and hence you shall have regard to the following principles at all times:
 - a. **Selflessness:** Holders of public office should act solely in terms of the public interest;
 - b. **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;
 - c. **Objectivity:** Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias;
 - d. **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;
 - e. **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;
 - f. **Honesty:** Holders of public office should be truthful
 - g. **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.

2. Accordingly, when acting in your capacity as a Board Member of the Bishop Auckland Town Deal Board:
 - a. You must act in a manner consistent with your Town Deal Board's equality and diversity strategy and treat your fellow Board Members, members of staff and others you come into contact with when working in their role with respect and courtesy at all times.

 - b. You 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 yourself, your family, a friend or close associate.

 - c. You must not place yourself under a financial or other obligation to outside individuals or organisations that might be reasonably regarded to influence you in the performance of your official duties.

 - d. When carrying out your Town Deal Board duties you must make all choices, such as making appointments, awarding contracts or recommending individuals for rewards or benefits, based on evidence.

- e. You are accountable for your decisions and you must co-operate fully with whatever scrutiny is appropriate to your position. You must be as open as possible about both your decisions and actions and the decisions and actions of the Town Deal Board. In addition, you should be prepared to give reasons for those decisions and actions.
- f. You must declare any private interests, both pecuniary and non-pecuniary, including membership of any Trade Union, political party or local authority that relates to your Town Deal Board duties. Furthermore, you 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 section 'Registering and declaring pecuniary and non-pecuniary interests'.
- g. You must, when using or authorising the use by others of the resources of your Town Deal Board, ensure that such resources are not used improperly for political or personal purposes (including party political purposes).
- h. You must promote and support high standards of conduct when serving in your Town Deal Board post, in particular as characterised by the above requirements, by leadership and example.

Registering and declaring pecuniary and non-pecuniary interests

- 3. You must, within 28 days of taking office as a Board Member, notify the Accountable Body's Monitoring Officer of any disclosable pecuniary interest, where the pecuniary interest is 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.
- 4. In addition, you must, within 28 days of taking office, notify your Accountable Body's Monitoring Officer of any non-pecuniary interest which you consider should be included if you are to fulfil your duty to act in conformity with the Seven Principles of Public Life.
- 5. Board members should review their individual register of interest before each board meeting and decision making committee meeting. They must declare any relevant interest(s) at the start of the meeting. If an interest has not been entered onto the Town Deal Board's register, then the member must disclose the interest at any meeting of the Town Deal Board 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'.
- 6. Following any disclosure of an interest not on the Town Deal Board register or the subject of pending notification, you must notify the Town Deal Board's Monitoring Officer of the interest within 28 days beginning with the date of disclosure.
- 7. 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. Dispensations may be granted by the Board as permitted by s33 of the Localism Act 2011. Dispensations can only be considered following a written request to the Accountable Body's Monitoring Officer.

Disclosable Pecuniary Interests

| Subject | Prescribed Description |
|---|---|
| Employment, office, trade, profession or vocation | Any employment, office, trade, profession or vocation carried on for profit or gain. |
| Sponsorship | <p>Any payment or provision of any other financial benefit (other than from the relevant authority) made or provided within the relevant period in respect of any expenses incurred by M in carrying out duties as a member, or towards the election expenses of M.</p> <p>This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.</p> |
| Contracts | <p>Any contract which is made between the relevant person (or a body in which the relevant person has a beneficial interest) and the relevant authority—</p> <p>(a)under which goods or services are to be provided or works are to be executed; and</p> <p>(b)which has not been fully discharged.</p> |
| Land | Any beneficial interest in land which is within the area of the relevant authority. |
| Licences | Any licence (alone or jointly with others) to occupy land in the area of the relevant authority for a month or longer. |
| Corporate tenancies | <p>Any tenancy where (to M's knowledge)—</p> <p>(a)the landlord is the relevant authority; and</p> <p>(b)the tenant is a body in which the relevant person has a beneficial interest.</p> |
| Securities | <p>Any beneficial interest in securities of a body where—</p> <p>(a)that body (to M's knowledge) has a place of business or land in the area of the relevant authority; 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> |

| | |
|--|--|
| | (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 the relevant person has a beneficial interest exceeds one hundredth of the total issued share capital of that class. |
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“the Act” means the Localism Act 2011;

“body in which the relevant person has a beneficial interest” means a firm in which the relevant person is a partner or a body corporate of which the relevant person is a director, or in the securities of which the relevant person has a beneficial interest;

“director” includes a member of the committee of management of an industrial and provident society;

“land” excludes an easement, servitude, interest or right in or over land which does not carry with it a right for the relevant person (alone or jointly with another) to occupy the land or to receive income;

“M” means a member of a relevant authority;

“member” includes a co-opted member;

“relevant authority” means the authority of which M is a member;

“relevant period” means the period of 12 months ending with the day on which M gives a notification for the purposes of section 30(1) or section 31(7), as the case may be, of the Act;

“relevant person” means M or any other person referred to in section 30(3)(b) of the Act;

“securities” means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

Non-Pecuniary Interests

8. You may have a non-pecuniary interest (which is not a disclosable pecuniary interest) in any matter to be considered or being considered at the meeting) where:
 - a. a decision in relation to that matter might reasonably be regarded as affecting the well-being or financial standing of you or a member of your family or a person with whom you have a close association, or a body in which you have a beneficial interest, to a greater extent than it would affect the majority of the Council Tax payers, ratepayers or inhabitants of the Town; and

- b. the interest is one that a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice their judgement of the public interest.

Gifts & Hospitality

9. You must, within 28 days of receipt, notify the Accountable Body's Monitoring Officer in writing of any gift, benefit or hospitality with a value in excess of £50 which they have been offered as a member from any person or body other than the Board, whether the offer is accepted or declined.
10. The Accountable Body's Monitoring Officer will place any notification received under on a public register of gifts and hospitality

Appendix 4: Equality and Diversity Strategy

Durham County Council Equality Policy 2020

Equality and inclusion are at the heart of Durham County Council's vision and core values. We recognise that inequality continues to affect different people and communities in different ways. We are committed to creating and sustaining a modern and supportive working environment for our employees and tackling the inequalities, prejudice and discrimination affecting the diverse communities which we serve.

Background

The Equality Act 2010 brought together a number of existing laws making it a more streamlined piece of legislation. It sets out the personal characteristics that are protected by the law and behaviour that is unlawful. The protected characteristics under the Act are; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, sexual orientation.

Under the Act people are not allowed to discriminate, harass or victimise another person because they have any of the protected characteristics. There is also protection against discrimination where someone is perceived to have one of the protected characteristics or where they are associated with someone who has a protected characteristic. As a major employer and provider of services Durham County Council is committed to advancing equality of opportunity and providing fair access and treatment in employment and when delivering or procuring services or working in partnership.

This policy reinforces our responsibility under the public sector equality duty (PSED) which was created under the Equality Act 2010. It consists of a general equality duty and specific duties.

General Duty

- Eliminate unlawful discrimination, harassment, victimisation and other conduct

prohibited by the Act;

- Advance equality of opportunity between people who share a protected characteristic and those who do not; and
- Foster good relations between people who share a protected characteristic and those who do not.

Specific Duties

- To publish information to demonstrate how we are complying with the Public Sector Equality Duty, and
- To prepare and publish equality objectives (at least every four years).
- The specific duties help us to improve performance on the general duty, by improving focus and transparency.

Policy statement

Our policy is to treat people fairly, with respect and dignity. We believe that everyone in County Durham deserves excellent public services which take account of their needs and circumstances. As an employer, service provider, partner and community leader we will ensure that all communities have opportunities to access our services, be involved in decision making and be part of our workforce.

Responsibilities

Our policy applies to every elected member, employee, volunteer and any other person or organisation employed by the council to work or to deliver services on its behalf. This includes contractual and commissioning arrangements. The policy applies to all workrelated situations including social events and the use of electronic communications and social media.

It is the individual's responsibility to:

- Treat others fairly, with dignity and respect,
- Follow council policies and procedures,
- Ensure documentation, information and activity is lawful,
- Consider reasonable adjustments and other requirements relating to disabled people,
- Challenge discrimination and unfair treatment, reporting it where appropriate,
- and
- Attend relevant training and ask for advice where necessary.

All actions, which are intentionally contrary to this policy, will be dealt with under the appropriate disciplinary procedure.

Our commitment

We know that some people face inequality and disadvantage¹, prejudice and discrimination and we are committed to tackling this and use a variety of methods to demonstrate and progress our commitment. We understand the challenges some groups experience, including the social and physical barriers experienced by disabled people, which limit opportunities or choices. We are committed to integrating equality into mainstream service planning, development, delivery and management. This is evident through our policy documentation and budgetary decisions and allocation.

As part of our specific duties we must develop and deliver equality objectives at least every four years, our equality objectives for 2020-24 are set out below. This helps us to focus our attention on specific equality issues in order to deliver real improvement. We will take all reasonable steps to ensure that discrimination is prevented, such as staff training and inclusive service design and delivery. We perceive discriminatory bullying, harassment and unfair treatment of any individual as contradictory to our core values which will not be tolerated and have processes in place to investigate complaints. We have described below some of the ways we meet our commitment to equality.

Equality objectives

Our equality objectives (2020-24) were identified through recent public consultation with a wide range of stakeholders for a shared vision for the county for the next 15 years².

Analysis of evidence including countywide data sets³ and national policy has also influenced our priorities.

Our equality objectives support the 2035 vision that County Durham is a place where there are more and better jobs, people live long and independent lives and our communities are well connected and supportive of each other. The council plan reflects this vision and includes a fourth ambition to be an excellent council. Our equality objectives align to the vision and corporate planning framework with supporting outcomes and actions, which will be used as a framework to illustrate how the council

complies with the Public Sector Equality Duty.

Our equality objectives are:

We will improve employment opportunities for disabled people

- As a Disability Confident Leader, we will improve recruitment and retention rates of disabled people within the council and work with businesses locally to improve disability employment rates countywide and through our approach to procurement.

We will build inclusive communities

- To connect our communities and improve levels of tolerance and integration for our diverse communities we will support better partnership working on equality. This work will support a series of events that foster good relations between groups.

We will build an inclusive and welcoming employee culture

- Through our transformation programme we will become a more inclusive organisation by improving our staff engagement through the development of staff networks and improving how we collect, monitor, analyse and utilise staff diversity data.

Our values

The culture of our council is created by the way we behave. To help develop a positive culture, four core values and a behaviour framework have been developed to describe the sort of organisation we want to be. Our 'open' values focus on creating a positive working environment by setting guidelines for the way staff should approach their work which underpin our approach to equality and inclusion:

- Outcome focussed – we work together to achieve the best for people
- People focussed – we put people and communities at the heart of everything we do
- Empowering – we value trust and support each other
- iNnovative – we embrace change and look for better ways to deliver services Impact assessment and equality analysis

We use a process of equality impact assessment (EIA) to support the development of inclusive and responsive policies, procedures and service provision. These are carried out when a new policy, procedure or service is being developed or significantly changed, where a service review is taking place or where a potential inequality has been identified.

The assessment involves an evidence based analysis of impact across the protected characteristics. This is carried out for all medium-term financial plan (MTFP) proposals as well as Cabinet and delegated decisions where there is a relevance to equality.

Integrated communities

We know that people in our communities can face prejudice and discrimination. This can be due to fear, a lack of understanding or intolerance which may be linked to a person's disability, race, religion, sexual orientation or transgender identity. We recognise that some people express fear, lack of respect and contempt towards people from other groups and communities.

To tackle this, we work closely with a range of agencies including Durham Police under the banner of the Safe Durham Partnership to tackle the underlying causes of crime and behaviour adversely affecting our communities. Our tension monitoring toolkit responds to the Government's Integrated Communities Action Plan⁴ and sets out how the council will respond to incidents. It acts as a guidance tool for those responding to hate incidents and facilitating community cohesion.

We actively facilitate integration, with programmes that build intercultural awareness and via activities such as the refugee mentoring project. We mark specific events such as Holocaust Memorial Day and Durham Pride. We have also adopted the working definition of anti-Semitism as set out by International Holocaust Remembrance Alliances.

Consultation and involving others

To ensure our services are inclusive and responsive we involve and consult employees, elected members, trade unions and people who use our services, on service changes, including communities and organisations who represent protected groups, e.g. Area Action Partnerships, Disability Partnership, People's Parliament. Engaging with communities of interest allows us to gain focussed customer insight and, where required, external validation for schemes such as our Disability Confident Leader application.

Commissioning and procurement

Integrating equality considerations into our commissioning and procurement work improves services by making them more appropriate and responsive to the needs of

different groups. Use of our procurement award criteria helps us to engage with organisations who drive equality through schemes such as Disability Confident and Stonewall Diversity Champions.

Employee policies and practices

As an inclusive and supportive employer, we ensure our policies and practices do not discriminate and treat staff with dignity and respect. The principles of equality are embedded within our employment policies. All staff and elected members receive mandatory equality training. Additional specific and tailored equality training modules or sessions and awareness raising events are also available to staff and members.

We ensure a fair and inclusive recruitment and selection process to attract applicants from different backgrounds and remove any bias. This takes into consideration the way employment is structured, removing barriers to employment and providing specific support. As a Disability Confident Leader⁶ organisation, disabled job applicants who meet the essential criteria in the person specification are guaranteed an interview. We offer a wide range of apprenticeship opportunities at the council for all ages. We also offer internships and supported employment placements. This includes placements for young people with SEND and the Change 100 internship programme for talented students and graduates with disabilities or long-term health conditions.

We have achieved gold status of the Better Health at Work Award⁷ and have a programme of activities and support available to staff to promote and sustain wellbeing. As part of our approach to staff wellbeing we carry out regular staff surveys. As an employer we provide a safe and accessible working environment, creating a culture which is free from discrimination, harassment, bullying and victimisation. We are members of the Stonewall Diversity Champions Programme⁸ to help us ensure that all LGBT+ staff are accepted without exception in the workplace.

All employees will receive fair and transparent pay, reward and employment conditions, as well as options to work flexibly and access to learning and development opportunities. We will monitor our employment procedures to avoid unlawful discrimination and ensure consistent treatment.

Dealing with complaints

Any allegations of discrimination, harassment and/or unfair treatment will be investigated with disciplinary action taken where necessary. There are a number of ways to report equality related issues or complaints:

Employees can raise issues informally with their line manager or Head of Service.

Formal complaints should follow the resolution policy:

Councillors can report issues through the member officer protocol or the code of conduct depending on the nature of the complaint.

Members of the public can use the corporate and statutory complaints procedures.

We will take prompt action to investigate any complaints. Anyone who has complained will not be treated unfavourably or victimised. However, if a complaint is found to be malicious this will be dealt with under the appropriate disciplinary procedure.

Monitoring

This policy links to identified actions within the corporate planning framework. Relevant actions will be monitored on a quarterly basis, and, also through our annual updates to demonstrate compliance with the public sector equality duty. We also produce mandatory gender pay gap reporting⁹, as required on an annual basis.

Appendix 5: Register of Members Interests

Bishop Auckland Town Deal Board: Register of Members' Interests

As a Board Member of the Bishop Auckland Town Deal Board (TDB), I declare that I have the following disclosable pecuniary and/or non-pecuniary interests. *(Please state 'None' where appropriate, do not leave any boxes blank).*

NOTIFICATION OF CHANGE OF CIRCUMSTANCES

Each Board Member shall review their individual register of interests before each board meeting and decision making committee meeting, submitting any necessary revisions to the Accountable Body's Monitoring Officer at the start of the meeting. Any recorded interests relevant to the meeting should also be declared at this point.

Even if a meeting has not taken place a Member must, within 28 clear working days of becoming aware of any change to the interests specified below, provide written notification to the TDB and Monitoring 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"> o your employer(s) o any business carried on by you o any other role in which you receive remuneration (this includes remunerated roles such as councillors). | | |
| 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 TDB) which is paid as a result of carrying out duties as a Member. This includes any payment or financial benefit from a Trade Union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992. | | |
| SECTION 3 | CONTRACTS | MYSELF | SPOUSE/PARTNER |
| | Any contract for goods, works or services with the TDB which has not been fully discharged by any organisation named at 1.1. | | None |
| | 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 TDB. | | |

| SECTION 4 | LAND OR PROPERTY | MYSELF | SPOUSE/PARTNER |
|-----------|--|--------|----------------|
| | <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 TDB.</p> <p>This would include, within the area of the TDB:</p> <ul style="list-style-type: none"> o Any interest in any land in the TDB areas, including your place(s) of residency o Any tenancy where the landlord is the TDB and the tenant is a body in which the relevant person has an interest o Any licence for a month or longer to occupy land owned by the TDB. <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 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 TDB; and</p> <p>(b) either –</p> <p>(i) the total nominal value of the securities exceeds £25,000 or 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 |
|-----------|--|--------|----------------|
| | Any gifts and/or hospitality received as a result of membership of the TDB (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 TDB:

2. Any body exercising functions of a public nature (eg school governing body or another TDB):

3. Any body directed to charitable purposes:

| |
|---|
| |
| 4. Any body, one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union): |
| |
| 5. Any local authority (please state any interests you hold as LA leaders/cabinet members for LA land, resources and the LA's commercial interests): |
| |
| 6. Any other interest which I hold which might reasonably be likely to be perceived as affecting my conduct or influencing my actions in relation to my role. |
| |

MEMBER'S DECLARATION AND SIGNATURE

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

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

RECEIPT BY MONITORING OFFICER

| | |
|--|--|
| Date received by the Monitoring Officer | |
| Signature of Monitoring Officer | |

Appendix 6: Accountable Body Agreement

DATED

Accountable Body Agreement

between

The County Council of Durham

and

The Bishop Auckland Town Deal Board

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- Schedule 1 Accountable Body Responsibilities* 13

This agreement is dated

Parties

THE COUNTY COUNCIL OF DURHAM of County Hall, Durham, DH1 5UL
(**Accountable Body**)

THE BISHOP AUCKLAND TOWN DEAL BOARD c/o County Hall, Durham,
DH1 5UL (**Town Deal Board**)

BACKGROUND

(A) [STUFF ABOUT TOWN DEAL PROCESS]

Agreed terms

• Definitions and Interpretation

The following definitions and rules of interpretation in this clause apply in this agreement.

Accountable Body Responsibilities: those responsibilities to be discharged by the Accountable Body as set out in Schedule 1.

Assets: all the assets held by the Accountable Body relating solely to the operation of the Town Deal Board including:

Freehold and leasehold property;

fixtures, fittings, furniture and equipment;

grants, contracts, leases and hire purchase agreements;

intellectual property and know-how;

cash (including bank deposits); and

the benefit of right(s), interests(s) or claim(s) under any:

- (i) grant funding agreement or deed;
- (ii) other agreement, contract or deed;
- (iii) charge, or other security (including an debenture, mortgage, guarantee, lien or right whether at law or in equity); and

- (iv) any other right which it acquired for the benefit of the Town Deal Board Operations or to protect any of the above assets.

Board Member: a person who is appointed or nominated as a member of the Town Deal Board in accordance with its governing documents.

Commencement Date: the date of this agreement.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:

any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

any information developed by the parties in the course of carrying out this agreement;

Personal Data.

Controller: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) [and the guidance and codes of practice issued by the relevant data protection or supervisory Accountable Body and applicable to a party].

Data Subject: as defined in the Data Protection Legislation.

Dispute Resolution Procedure: the procedure set out in clause 6.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Financial Year: 1 April to the 31 March.

FOIA: the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Funding: any funding awarded to the Town Deal Board

Information: has the meaning given under section 84 of FOIA.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Law: means any legal provision the Town Deal Board must comply with including any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body, whether in the UK or elsewhere.

Operations: [TOWN DEAL PURPOSE STUFF]

Personal Data: as defined in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

Projects: any scheme(s) agreed by the Town Deal Board.

Representatives: means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisors.

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.

Termination Date: the date of expiry or termination of this agreement.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data

Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

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

Working Hours: the period from 9.00 am to 5.00pm on any Working Day.

Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.

A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation for the time being in force made under it.

Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020 .

A reference to **writing** or **written** includes does not include fax or e-mail.

A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document as varied from time to time.

References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

Commencement and duration

- **Term**

This agreement shall take effect on the Commencement Date and shall continue until the Termination Date.

- **Accountable Body**

From the Commencement Date the Accountable Body shall:

Act as the accountable body for the Town Deal Board and will perform the Accountable Body Responsibilities during the term of this Agreement;

Provide such services to the Town Deal Board as are agreed from time to time and subject to separate agreements.

The Town Deal Board acknowledges, agrees and confirms:

To undertake to progress the Operations in accordance with the principles regarding its relationship with the Accountable Body as set out in Schedule 2; and

To take all reasonable steps as are necessary to facilitate and ensure that the terms of funding conditions and requirements of any Funding are met.

- **Town Deal Board Members' Liability**

The Parties acknowledge and agree with each other that the Board Members of the Town Deal Board shall not be personally liable for the actions and omissions of the Town Deal Board save in the case of their individual fraud or dishonesty and save insofar as it shall be unlawful to limit such liability.

The Parties agree that the Board Members shall be entitled to be indemnified by the Accountable Body in respect of all liabilities, costs, claims and expenses incurred or suffered by them in the bona fide execution of their duties as a Board Member save to the extent any such liabilities, costs, claims and expenses were caused by the fraud or dishonesty of that Board Member

and save to the extent that such liability is the subject of any third party indemnity insurance taken out for the benefit of the Board Members by the Accountable Body from time to time.

- **Accountable Body Responsibilities and Services**

The Accountable Body will implement the decisions of the Town Deal Board save that the Accountable Body shall not be obliged to act upon any decision or direction of the Town Deal Board which is:

Not made or given in accordance with the terms of this Agreement;

Inconsistent with the principles of probity or sound financial practice including if such a decision or a direction would cause the Accountable Body to be in breach of any relevant funding terms);

Inconsistent with public law principles; or

Illegal.

In relation to any Funding, the Accountable Body shall be responsible for overseeing the legal and financial management of those funds and ensuring that funds received are applied in accordance with the relevant objectives, criteria and in accordance with the relevant terms and conditions for those funds.

The Accountable Body will, on request, provide a written report summarising payment performance in respect of payments made by it in pursuance of and in compliance with the Accountable Body Responsibilities. The Accountable Body shall not be required to provide more than 4 reports in any Financial Year.

Where the Accountable Body is the legal or beneficial owner of Assets it shall apply such Assets and/or enforce such rights for the benefit of the Town Deal Board in accordance with any instruction lawfully and properly given by the Town Deal Board and at the Town Deal Board's costs.

The Parties to this Agreement shall act in good faith towards one another and do and perform (or shall cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as the other Party may reasonably request in order to carry out and accomplish the obligations in this Agreement and the Operations.

- **Dispute resolution**

If any dispute arises in connection with this Agreement, a director or other senior representatives of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

If the dispute is not wholly resolved at that meeting, the Parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR Notice**) to the other Party to the dispute, referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR Notice.

The commencement of mediation will not prevent the Parties commencing or continuing court proceedings.

Information

- **Freedom of information**

The Parties acknowledge that they are both subject to the requirements and provisions of the FOIA and the EIR and shall cooperate in good faith to ensure that each Party is able to fulfil its statutory duties in relation in any Request for Information.

- **Data processing**

Both Parties will comply with all applicable requirements of the Data Protection Legislation.

- **Confidentiality**

Subject to clause 9.2, each party shall keep the other party's Confidential Information confidential and shall not:

use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement; or

disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.

The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:

which the other party confirms in writing is not required to be treated as Confidential Information;

which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;

which is in or enters the public domain other than through any disclosure prohibited by this agreement;

which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or

which is disclosed by the Accountable Body on a confidential basis to any central government or regulatory body.

A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this agreement, provided that:

it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,

and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 9.3.

The provisions of this clause 9 shall survive for a period of 6 years from the Termination Date.

Termination

- **Termination on notice**

The Accountable Body may terminate this agreement at any time by giving 1 months' notice PROVIDED THAT such a termination may only take place if the Operations are complete or the government changes its policy with regard to town deals and town deal boards.

- **Consequences of termination or expiry**

Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including clause 7 (Freedom of Information), clause 8 (Data Protection), clause 9 (Confidentiality) and this clause 11 (Consequences of termination), shall remain in full force and effect.

Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

General provisions

- **Severability**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

If any provision or part-provision of this agreement is deemed deleted under clause 12.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- **Third party rights**

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

- **Entire agreement**

This agreement and the documents referred to in it 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.

Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or

negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

- **Counterparts**

This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this agreement, but all the counterparts shall together constitute the one agreement.

- **Governing law**

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

- **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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

Signed by [NAME OF
DIRECTOR] for and on
behalf of [NAME OF
ACCOUNTABLE
BODY]

.....

Director

Signed by [NAME OF
DIRECTOR] for and on
behalf of [NAME OF
TOWN DEAL BOARD]

.....

Director

Accountable Body Responsibilities

The Accountable Body, on behalf of the Town Deal Board, shall:

1. be responsible for the legal and financial management of all Funding received by it and ensuring that it is spent properly and appropriately in accordance with the directions of the Town Deal Board.
2. promptly ratify all deeds and things properly done by the Town Deal Board and allocate funding received by the Accountable Body to Projects approved by the Town Deal Board.
3. in relation to any Funding which it receives as Accountable Body, undertake a co-ordinating role in relation to fulfilling the Accountable Body Responsibilities. These functions will include but are not limited to the following:
 - a. the development and maintenance of efficient administrative systems to enable the Accountable Body and the Town Deal Board to fulfil their respective responsibilities;
 - b. upon receipt of grant monies from the funding body, paying grant or making available loan to a party in relation to any project which that party is to deliver under any Funding;
 - c. receiving, consolidating and monitoring funding returns from the recipients of funding allocated under paragraph 3.2 above;
 - d. paying grant or making available loan to approved recipients upon receipt of grant monies from the funding body (within time limits specified in the agreement documenting such loan or grant);
 - e. where applicable, submitting grant claims to relevant funders and the Town Deal Board for approval;
 - f. collating and submitting to the relevant funding body any interim or final claims and/or returns in relation to any programme or project and arranging any required audit of grant claims and payments;
 - g. the employment of staff required and funded by the Town Deal Board; and

- h. arranging appropriate organisational insurance policies are in place and are maintained (for example and without limitation Employers; Liability, Travel, Buildings and Contents and Directors' and Officers' Liability).
- 4. ensure that the conditions associated with any Funding in relation to any project which it delivers, as a recipient of grant monies allocated under paragraph 3.2 of this Schedule 1 are met. The responsibilities of the Accountable Body in this respect will include but are not limited to the following:
 - a. preparing appraisals and carrying out financial due diligence to the required standards for the Project for which it is responsible;
 - b. production of implementation plans in relation to the Project for which it is responsible;
 - c. implementing arrangements for monitoring and receiving monthly monitoring returns from Projects for which it is responsible including monitoring and reporting to the Town Deal Board on impacts and outputs;
 - d. undertaking the required audit and quality control work in relation to the Projects for which it is responsible. In particular, internal and external auditors of the Accountable Body shall have the right of access at any reasonable time to all records and information which they require in order to discharge their responsibilities effectively;
 - e. submitting grant claims to the relevant funding bodies;
 - f. implementing the Accountable Body's procedures for competitive tenders and procurement consistent with proper application of funds; and
 - g. complying with all UK and EU laws and regulations relating to the project/programme, including social value related legislative framework and state aid compliance.

Principles to be observed by the Town Deal Board

The Town Deal Board agrees that:

1. The Town Deal Board will operate in accordance with its governing documents. The Town Deal Board will work with the Accountable Body to develop appropriate policies and procedures.
2. The Town Deal Board shall undertake the Operations using the Accountable Body to implement the decisions of the Town Deal Board on the terms of this Deed.
3. In making decisions in relation to the Funding the Town Deal Board will:
 - a. take into account any reasonable representations made by the Accountable Body; and
 - b. adopt a timely and transparent decision-making process in accordance with its governing documents and comply with the conditions applicable to the Funding and support the effective implementation of decisions to help ensure the Operations deliver value for money.
4. In relation to the application of the Funding the Town Deal Board will:
 - a. keep projects under review and promptly make and communicate all decisions relating to the projects to the Accountable Body; and
 - b. promptly approve or make decisions relating to projects and the allocation of funds to each project including provision for the expenses and costs of the Accountable Body and to promptly communicate these to the Accountable Body.
5. In relation to the Accountable Body, the Town Deal Board, its committees and working groups will carry out their activities in a manner which enables the Accountable Body to comply with the terms of any Funding received in connection with the Operations and to ensure that the functions and affairs of the Town Deal Board are carried out with regard to the principles of sound financial practice and applicable central government guidance and best practices.
6. In relation to conflicts of interest, the Town Deal Board will adopt a code of conduct and shall use its best endeavours to procure its members' compliance with the same.

Approvals trail: to be removed before Cabinet/Committee

| Name | Title | Response or approval date |
|---------------|-------|---------------------------|
| Contributors: | | |
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| Approvers: | | |
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