

Lincoln Town Fund Programme: Assurance Framework

Introduction

1. The aim of this document is to set out how the Lincoln Town Fund Programme will be managed and governed, taking account of the Heads of Terms agreement with Government.
2. It provides further detail to support the arrangements set out within the Investment Plan. It has been drafted with reference to the Local Growth Assurance Framework developed by the Greater Lincolnshire LEP for the management of its programmes and the existing policies and protocols which are in place for the City of Lincoln (as Accountable Body for the Town Fund Programme).
3. The document will be updated to take account of any further Government requirements in respect of this Programme. Any changes to the document will be subject to Board approval.

Governance

4. The development and delivery of the Investment Plan and Town Fund Programme in Lincoln is overseen by the Lincoln Town Deal Board. The Board was established in January 2020, with an initial remit to develop an **Investment Plan** for the City to drive sustainable productivity growth. It is now the role of the Board to oversee the implementation and delivery of this Investment Plan (and any amendments to this Plan, where appropriate).
5. The Board comprises public, private and community sector representatives, including the Member of Parliament for Lincoln and anchor institutions such as the University of Lincoln, Bishop Grosseteste University, Lincoln College, Greater Lincolnshire Local Enterprise Partnership, City of Lincoln Council, Lincolnshire County Council, NHS Lincolnshire, the Police & Crime Commissioner, Lincoln YMCA and Visit Lincoln. Sectors which are crucial to Lincoln's economic growth and recovery are also represented through large firms and high growth SMEs operating in manufacturing, digital and tech, development, finance and retail. **The Terms of Reference are included in Appendix 1. The Terms of Reference are to be reviewed on an annual basis. Proposed changes for 2021/22 are highlighted in the document below to allow for Stage 2 of this Town Deal Programme.**
6. In support of the Town Board, A Delivery Board is in place to lead on the technical project development work, to advise on the overall strategy and to support in the delivery of the overall programme, ensuring effective co-ordination and collaboration between the lead partners for each project within the Town Deal programme. Terms of Reference for the Delivery Board are included in Appendix 2.

7. In addition, it is proposed that the Town Board considers formalising an Investment Sub-Committee. The role of this Committee would be to review the detailed project business cases, to determine whether schemes should be approved and to monitor progress, delivery of outputs and expenditure. Decisions will be informed by an independent due diligence report, carried out for each project to ensure fairness, transparency and robustness. All decisions will be subject to final approval by the accountable body (City of Lincoln Executive or under delegation by Section 151 Officer, City Solicitor and CEO). The main Town Deal Board will maintain an overview of all funding decisions and overall progress in delivering the programme. **Draft Terms of Reference for the proposed Investment Sub-Committee are included in Appendix 3.**
8. As part of the wider governance structure, existing organizations and partnerships have and will continue to be consulted and engaged to inform priorities and to shape projects. This includes the Lincoln Transport Board and LEP structures. Further consultation will also continue to take place and arrangements for this, including work already carried out to inform the Investment Plan, is included in our Stakeholder Engagement Plan (appended to the Investment Plan).

Transparency

9. All Board Members are required to sign a Code of Conduct and to declare any conflicts of interest at each Board meeting. A register of Board Members' Interest is held by the City of Lincoln Council's Democratic Services Team. **The Code of Conduct is included in Appendix 4. Proposed changes for 2021 and highlighted.**
10. As part of its transparent decision making, all Town Board papers, meeting minutes and agendas are published and Board meetings are held in public. Papers can be accessed via the dedicated Town Deal web-portal at <https://www.lincoln.gov.uk/lincoln-town-deal>
11. The importance of openly sharing its Board discussions regarding strategy, use of funding, project progress and delivery is recognized.
12. The Town Board may decide to withhold 'confidential information' from being publicly available under The Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012. Circumstances include:
 - Information provided by a government department on terms which forbid the disclosure of the information to the public;
 - Where disclosure to the public is prohibited by a court or;
 - Where the Accountable Body, acting in its role to support the Board holds "exempt information" under Schedule 12A of the Local Government Act 1972. This includes information relating to an individual, relating to the financial or business affairs of a particular person, negotiations, labour relations, legal professional privilege and in

connection to the investigation or prosecution of a crime.

13. In these circumstances, information will be handled and retained according to the policies and procedures of the Accountable Body.

Accountable Body

14. At its Executive meeting on 26 October 2020, the City of Lincoln Council agreed to continue to act as the accountable body for the Town Fund Programme. MHCLG Guidance dated 16th December states that the accountable body will be accountable for implementing the Town Deal. In adopting this role, the Council shall:

- Be accountable for implementing the Town Deal
- Be responsible for ultimate decision-making in respect of the programme
- Seek to make decisions in partnership and collaboration with the Town Deal Board, ensuring that the Town Deal Board Chair is a signatory to the Summary Document provided in respect of each approved project
- Provide expertise, resource and support to the Town Board
- Act as secretariat to the Town Board
- Ensure good governance and transparency in decision making
- Oversee the Heads of Terms Agreement with government and the Board
- Manage, monitor and evaluate the Investment Programme, with recourse to independent expertise as required for assurance
- Support lead partners in the development of detailed business cases to secure funding, including through the procurement of specialist support, subject to available funding
- Manage contractual arrangements with project partners to ensure delivery
- Be responsible for the financial management of the overall programme
- Reporting to government as required
- Fulfil the Public Sector Equality Duty (PSED) through a programme-level impact assessment
- Ensure that Social Value is embedded within the programme delivery and within individual project proposals

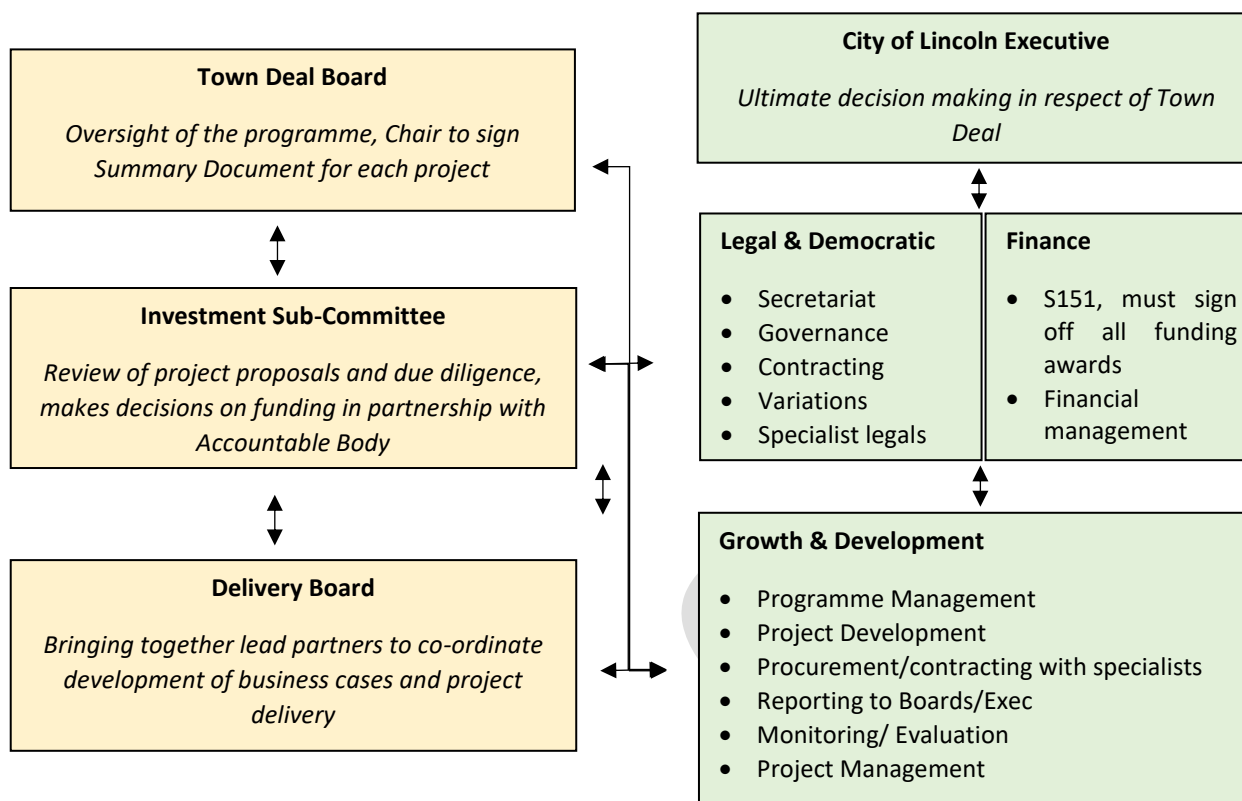
15. In carrying out the above role, the Accountable Body will follow City of Lincoln Council policies and procedures, including in respect of:

- Financial management
- Procurement of goods and services
- Ensuring compliance with relevant legislation
- Information governance (including under the Freedom of Information Act and Data Protection Act and the General Data Protection Regulation)
- Local government transparency code

16. The Council will ensure that Town Funding is handled in line with the relevant grant

conditions, retaining appropriate documentation in relation to decisions on funding and project monitoring. The Accountable Body will escalate any concerns regarding non-delivery or mis-management of funds which cannot be resolved at the local level to the Cities and Local Growth Unit.

17. The Council's S151 Officer will have financial oversight of the programme and constituent project funding arrangements. The City Solicitor will have legal oversight of any contracting and wider legal matters in connection with the Town Fund Programme. The Council will seek to ensure that decisions are made in partnership and collaboration with the Investment Sub-Committee and Town Deal Board but all decisions will require approval/ratification by the Council's Executive, or under delegation by the S151 and Director of Major Developments, with the City Solicitor on all legal and contracting matters.
18. Town Funding will be separately identified from the Accountable Body's own funds; the S151 Officer will ensure that towns funding is used appropriately and not for any purpose other than for that which it is intended.
19. A wider support function will be led by the Council's Growth & Development Service Area, with additional expertise provided by Legal Services, Democratic Services and Financial Services. External consultancy services and expertise will also be procured to support this Programme Management Office (PMO), such as to ensure an independent and robust due diligence process. The cost of delivering this function will be funded through a combination of existing in-kind resources and project management fees (part of our Town Fund request).
20. The relationship between the Accountable Body and Town Fund Board Structure is shown below.



21. Lead Officers for the Accountable Body are as follows:

- Angela Andrews – CEO
- Kate Ellis – Director, Major Developments
- Jaclyn Gibson – S151
- Carolyn Wheeler – City Solicitor
- Becky Scott – Legal Services Manager
- Jo Walker – Assistant Director, Growth & Development (Lead Officer)
- Gill Wilson – Growth Strategy & Funding Manager (Programme Manager)

22. In the management and development of the Lincoln Town Fund Programme, Officers will seek to collaborate with other Town Fund areas in order to share best practice and to explore opportunities for cross-working and the sharing of resource and expertise where this is considered to add value or deliver efficiencies.

Business Cases Development

23. The Lincoln Investment Plan provides the vision for sustainable growth in Lincoln over the long-term and a blue-print for an initial programme of schemes to help achieve this vision.

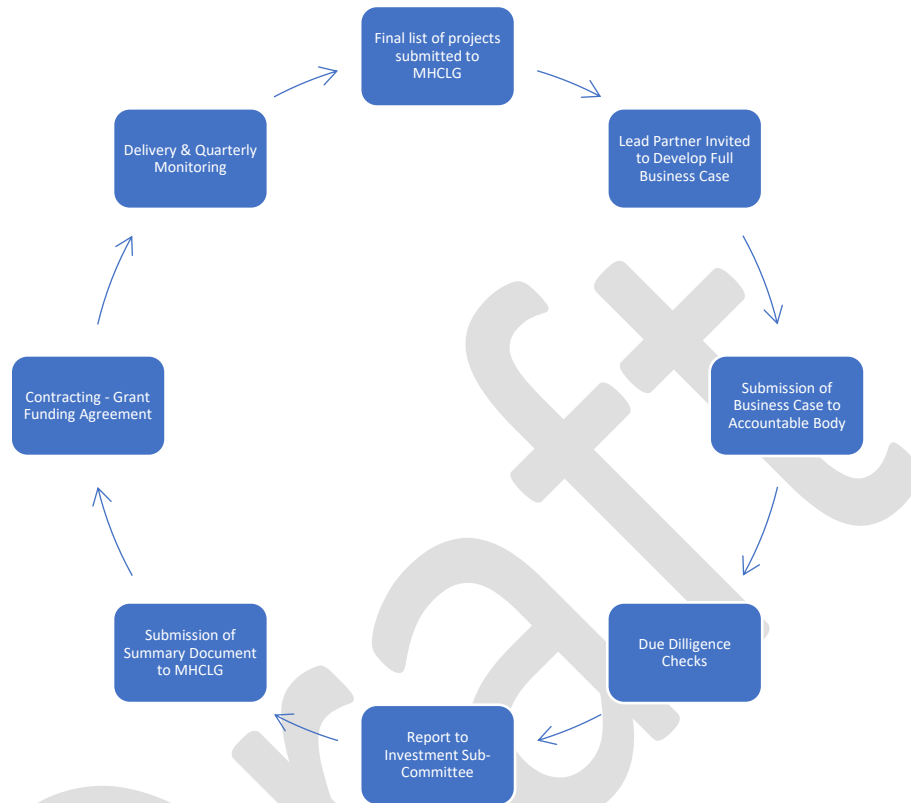
24. The Investment Plan is subject to approval by Government and to a formal Heads of Terms agreement which will dictate the level of funding and the final project selection to

be taken forward to full business case stage.

25. In the event that the level of funding is insufficient to support all schemes (or where certain schemes have been excluded from the programme as a result of Government decision-making), the Investment Sub-Committee will be required to review the overall programme and to determine the final selection and 'in principle' allocation of funds for each of the short-listed schemes to be worked up to full business case stage. **A summary of the final project selection must be submitted to MHCLG within 2 months of agreeing the Heads of Terms, in accordance with the Guidance of 16.12.20.**
26. Thereafter, project leads will be required to develop a full business case for each selected project, in line with the conditions agreed in the Heads of Terms. The Accountable Body will work with project leads, through the Delivery Board and individually to support the development of these business cases and to provide expert support where possible, particularly in relation to the economic case and the calculation of Benefit-Cost Ratios and or Net Present Social Value (see below 5-point business case), subject to available funding. **However, responsibility for the development and drafting of the final business case will sit with the lead partner for the project in each case.**
27. The Accountable Body will procure independent consultancy support to undertake due diligence and a formal appraisal of each business case to inform the final decision making on whether or not to approve a project for funding – a decision that must be made by the Accountable Body, working in partnership with the Investment Sub-Committee. This will ensure fair, robust and transparent decision making. It will also serve to ensure independent checks are in place, which is important, particularly where the Accountable Body will also be the lead partner for the delivery of a particular scheme. For all schemes which are being delivered directly by the Accountable Body, approval will also be required by the Council Executive, in addition to the Investment Committee and in line with the Council's Financial Regulations.
28. A formal award shall not be approved by the Investment Sub-Committee until a full business case has been developed which has passed due diligence and been approved by the Accountable Body.
29. Once a decision to approve a funding award has been made, the Accountable Body will enter into a Grant Funding Agreement (GFA) with the lead partner for the delivery of this project. Thereafter, the lead partner will be responsible for the management and monitoring of this project and will need to complete regular monitoring returns to enable the Accountable Body to carry out its overall programme management duties.
30. Where the Accountable Body is also leading on the delivery of a project, the Council will ensure that there is a separation of duties between those managing the programme and those involved in the delivery of the project. The Council's Project Manager in each case will be accountable for the project and for meeting any conditions set out in the

Agreement with government and identified as part of the due diligence check. The Project Manager will complete regular monitoring returns in the same way as an external partner would be required to do, to ensure that the project is being managed in accordance with the requirement of the programme.

31. The diagram below is a visual outline of this process:



32. It is proposed to adopt the business case methodology developed by the Greater Lincolnshire LEP, which adopts the principles set out within the HM Treasury Green Book. **The current business case template developed by the LEP is included in Appendix 5, adapted to fit with the Town Fund Guidance so far. This will be reviewed/adapted to align with any additional guidance/conditions imposed as part of the Heads of Terms.**

33. Within the business case, projects will be required to meet the criteria set out below, building on the information provided within the Project Proformas for Section 2 of the Investment Plan:

- **strategic case** – must show the rationale, background, policy context and strategic fit of the public expenditure or public intervention, this should include clear objectives with a robust logic of change from inputs to outcomes.
- **economic case** – with evidence of why a privately provided solution would fall short of what is optimal (market failure) and a list of options to achieve a better outcome. “Do nothing” should always be an option. The case must build on robust verifiable

evidence, consider additionality, and displacement of activity, and include a sensitivity analysis and a correction for optimism bias if risk is a factor for success. Value for money is ideally demonstrated in a credible Benefit-Cost Ratio, but where some of the costs and/or benefits cannot be monetised at the present time, the economic case should proportionally capture these impacts and specify a partial value for money measure. Wider benefits and costs should be considered and specified where these are sizeable, compared with the direct impacts. Towns should decide how to treat Covid-19 impacts.

- **commercial case** – demonstrate commercial viability or contractual structure for the project, including procurement where applicable.
 - **financial case** – standard appraisal of financial implications of the project, where applicable this should include budgets, cash flow, and contingencies.
 - **Management case** – how the project will be delivered
34. The final business case must pass an independent due diligence check in order to be recommended for approval by the Board.

Scope of Due Diligence

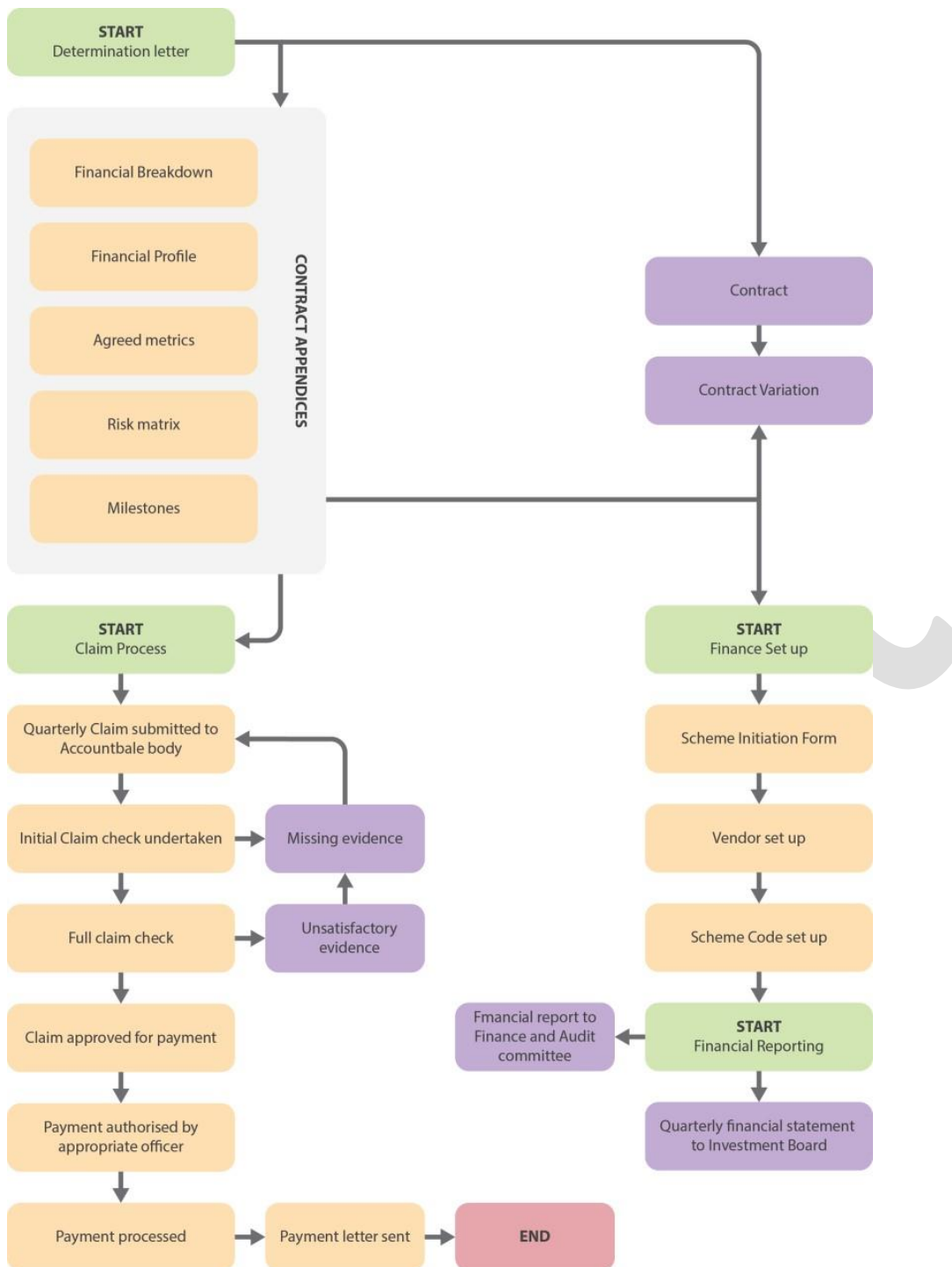
35. This process will incorporate verification of outputs and a value for money assessment. Information such as development appraisals, cost plans, valuations, statement to verify state aid compliance and other information will be required to substantiate the information within project business cases as relevant.
36. The scope of the due diligence appraisal is proposed as follows:
1. Project summary and planning status
 2. Funding sought and status of match funding
 3. Key Issues
 4. Review of Strategic Case
 5. Review of Economic Case, including assessment of outputs and value for money
 6. Review of Commercial Case, including market assessment and development appraisal as relevant to the scheme
 7. Review of Financial Case, including review of the mechanism for investment, procurement, state aid and legal compliance
 8. Review of Management Case, including assessment of deliverability, programme and milestones
 9. Overall Risk Assessment
 10. Conditions and terms for the funding agreement
 11. Conclusions & Recommendations
37. The due diligence process will be an independent appraisal, subject to external tender and appointment by the Accountable Body.

Decision

38. The Investment Sub-Committee will be convened on a quarterly basis or as the need dictates to formally approve and monitor scheme progress.
39. As a minimum, it is proposed that 3 representatives must be present for all investment decisions.
40. Due diligence reports must be reviewed by the Accountable Body. They will then be presented to the Committee with a final recommendation on each scheme. The Committee will then formally decide whether to approve, reject or defer a scheme for further information.
41. All projects will require sign-off by the Accountable Body to ensure financial/legal compliance prior to proceeding to contractual arrangements.

Contracting & Claims

42. The diagram on the following page indicates the process for contracting and claims.
43. A Grant Funding Agreement will be developed by the Accountable Body to align with its requirements in respect of the management and monitoring of Town deal projects. The Schedule sections of the contract will then include bespoke information relating to each project and take into account contractual obligations emerging from the due diligence appraisal process and expectations in terms of monitoring and evaluation of expenditure, outputs and outcomes.
44. (Subject to verification with MHCLG on a date from which spend may be legitimately claimed/any further detailed guidance) There may be occasions where projects incur essential eligible costs in advance of the contractual agreement being in place, for example, project design fees, planning fees, procurement costs, etc. These costs could be included within and considered as part of the due diligence appraisal, and if approved for funding support, would be specifically identified within schedules of the contractual agreement for the project.



Monitoring & Grant Claims

42. The Accountable Body will meet with Lead Partners once they are contracted to explain claiming procedures and reporting.
43. The Accountable Body will monitor performance of all projects every quarter and organise site visits/monitoring visits to each project once a year as a minimum. If a project is not performing as expected more frequent visits and progress meetings will be held with the funding recipients.
44. Funding recipients will provide quarterly claims to the Accountable Body, completing progress report information and spend/output updates on each claim. However, where a project is unable to financially cover its costs in the first quarter, an advance payment may be authorized, subject to approval by the Investment Sub-Committee.
45. Monitoring claims will cover – financial information, monitoring data, delivery progress, procurement.
46. The member of the Accountable Body who checks the claim and passes this will then trigger an approval, to be signed in accordance with scheme of delegation contained within the City of Lincoln's Financial Procedures.
47. The Accountable Body will ensure from the outset that robust and suitable systems and processes are in place locally in order to maintain adequate audit trails and manage information effectively and efficiently.
48. The Accountable Body will review progress against outputs and outcomes quarterly until all outputs have been achieved.
49. Subject to government monitoring requirements, a quarterly reporting dashboard will provide the Investment Sub-Committee with regular, detailed RAG rated information on how the project and overall programme is performing.
50. Where a project is Red RAG rated, it will be subject to monthly monitoring by the Accountable Body. If improvement is not demonstrated, this could result in withholding or claw-back of funds (see below).
51. It is expected that the Accountable Body will commission an independent evaluation of the overall programme.

Claw-back

52. The GFA will set out the conditions relating to the project and the responsibilities for all parties.
53. The funding agreement also includes a mechanism for clawback. This will ensure that that funding is only spent on the specified scheme and linked the delivery of outputs and outcomes, whilst giving the Accountable Body the option of clawing back funds for poor performance, misuse of funds or where a project is changes from its original purpose or where assets are disposed of within a certain period. Any decision to clawback funds will be made by the Investment Sub-Committee.
54. As a benchmark, it is proposed that if performance in terms of spend and/or outputs in more than 3 claims is deemed to be very poor, the funding position should be reviewed by the Investment Sub-Committee. In this case, the project could lose its funding and have to repay what has already been received to date.

Variation Orders

55. There may be circumstances where projects need to declare variations to cost headings or changes to forecast levels of outputs or expenditure. Where variations to costs/outputs do not exceed 10% of the original amount allocated to the project within the contractual agreement, a Justification Form will be completed by the relevant project manager, providing a full explanation for the revision/increase, and any additional information which may help clarify the changes being requested.
56. The Accountable Body will review the justification request and either approve or reject the proposals, highlighting reasons for the decision made. A variation order can then be raised and processed by the Accountable Body. Recommended decisions on variations over 10% will be formally submitted for consideration to the Investment Sub-Committee and flagged with the Local Growth Unit as appropriate.

Pipeline

57. (Subject to verification with MHCLG /any further detailed guidance) It may be important to have a pipeline of schemes should funding be withdrawn from the initial shortlisted schemes due to projects failing to pass the due diligence

check or contractual obligations.

58. Where previously committed funds are removed from a project, subject to the terms of any agreement with Government, it is proposed that the Investment Sub-Committee consider alternative schemes within the Investment Plan (or fitting with this plan) deemed most deliverable and to invite them to submit a full business case for assessment.

Appendices:

Appendix 1 – Terms of Reference Board

Appendix 2 – Terms of Reference Delivery Board

Appendix 3 – Draft Terms of Reference Investment Sub-Committee

Appendix 4 – Code of Conduct

Appendix 5 – Business Case Template (LEP) (To Be Reviewed for Town Deal, in line with HoT)

Appendix 6 – Grant Funding Agreement (To Be Developed, in line with HoT)

Appendix 1: Terms of Reference, Town Deal Board

Proposed changes highlighted and in red text.

1. Purpose

- 1.1. To bring together public, private and community sector organisations to develop and deliver a strategic vision and 5 year Investment Plan for Lincoln which will drive economic growth for the benefit of all. The Lincoln Investment Plan provides the vision for sustainable growth in Lincoln over the long-term and a blue-print for an initial programme of schemes to help achieve this vision.

2. Key Duties

- 2.1. To develop and agree an evidence-based Town Investment Plan which identifies a clear vision for the economy and opportunities for intervention to drive growth;
- 2.2. To act in an advisory capacity to the Lead Council in respect of the allocation and spend of Capacity Funding to assist with the delivery of the Town Investment Plan;
- 2.3. To receive progress reports from the Delivery Board in relation to the development and implementation of the Town Investment Plan;
- 2.4. To provide appropriate guidance and support to the Delivery Board to assist with the development and implementation of the Town Investment Plan;
- 2.5. To promote Lincoln as a place to invest and to champion the Lincoln vision and Investment Plan, advocating for support from partners to maximise positive outcomes;
- 2.6. To communicate and engage with stakeholders in the development and delivery of the Town Investment Plan;
- 2.7. To share knowledge, best practice and intelligence in order to develop an effective strategy;
- 2.8. To work collaboratively to secure funding and resources to enable the delivery of interventions identified within the Town Investment Plan where these cannot be financed entirely via the private sector;
- 2.9. To monitor the implementation of the Town Investment Plan and evaluate the impact of activities funded through the Town Deal programme to improve productivity across the local economy.

2.10. To appoint an Investment Sub-Committee to assess, prioritise and approve projects to be delivered as part of the Town Deal Programme within Lincoln, in partnership with the Accountable Body.

3. Membership

3.1. The Board shall comprise of representatives from the public, private and community sectors as required under the terms of the Town Deal Programme. The Membership structure shall be as follows.

- City of Lincoln Council (Lead Council) – 2 representatives
- Lincolnshire County Council (Upper Tier Authority) – 2 representatives
- Private Sector Companies – representatives as follows:
 - Retail/High Street – 2 representatives
 - Engineering – 1 representative
 - Digital – 2 representatives
 - Development – 1 representative
 - Finance/investment – 1 representative
- Community – 2 representatives
- MP/Lords – 2 representatives
- Anchor Institutions – representatives as follows:
 - University of Lincoln – 1 representative
 - Bishop Grosseteste University – 1 representative
 - Police – 1 representative
 - NHS – 1 representative
 - RAF Waddington – 1 representative
 - Visit Lincoln – 1 representative
 - Lincoln College – 1 representative

3.2 The Board shall have the option to co-opt additional representatives from the stakeholder groups identified within the Town Deal Prospectus as required to provide additional support and specialist knowledge to assist with the development and delivery of the Town Investment Plan.

3.3 The membership structure shall be reviewed by the Board on an annual basis. Any changes to the proposed structure must be approved by the Board.

3.4 The Board shall appoint experienced independent representatives to fulfil the roles of Chair and Vice-Chair.

4. Attendance

4.1 The Board shall meet on a quarterly basis as a minimum. The Board may meet at other times as agreed between the members of the Board and may approve recommendations via written procedure, including via electronic communication.

4.2 Board members may nominate a substitute representative to attend meetings on their behalf. Substitute representatives shall be permitted to participate in discussion but shall not be entitled to vote.

- 4.3 External advisers may be invited to attend all or part of any meeting as and when appropriate with the prior approval of the Chair. Advisers shall not be entitled to participate in the decision-making process.
- 4.4 With the prior agreement of the Chair, Board members may participate in a meeting by means of a conference telephone or similar form of communication and shall be entitled to participate in decision making and be counted in a quorum accordingly.
- 4.5 An identified representative of the City of Lincoln Council shall be the secretary for the Board.

5. Notice of Meetings

- 5.1 Meetings of the Board shall be called by the secretary of the Board at the request of the Chair of the Board. The agenda and papers for meetings shall be approved by the Chair.
- 5.2 Unless otherwise agreed, notice of each meeting confirming the venue, time and date together with an agenda of the matters to be discussed at the meeting shall be forwarded to each member and any other person required to attend no later than five business days before the date of the meeting. Any supporting papers shall be sent to each member of the Board and other attendees (as appropriate) at the same time.

6. Quorum

- 6.1 A quorum shall be 10 members present, including at least one Lead Council representative.

7. Declarations of Interest

- 7.1 Whenever a Board member has an interest in a matter to be discussed at a meeting the member so conflicted shall immediately declare the nature of the conflict or potential conflict and withdraw from any meeting where the conflict would be relevant.

8. Decisions

- 8.1 Each member of the Board shall have one vote which may be cast on matters considered at the meeting. Votes can only be cast by members attending a meeting of the Board, or by proxy vote.
- 8.2 Any decision of the Board must be a majority decision.
- 8.3 If any decision made by the Board has a significant impact on a Board Member (for example on the Board Member's landholding or property interests) then such majority voting as identified in paragraph 8.2, must include the principle that that member directly affected by the decision must be part of the majority vote in order for the decision to carry.

- 8.4. If a matter that is considered by the Board is one where a Board member, either directly or indirectly has a personal interest, that member shall not be permitted to vote at the meeting and not take part in discussions.
- 8.5. Save where he or she has a personal interest, the Chair will have a casting vote.

9. Reporting

- 9.1. The proceedings and resolutions of meetings of the Board, including the names of those present and in attendance, shall be minuted by the secretary of the Board.
- 9.2. Minutes of meetings of the Board shall be approved in draft form by the Chair and disseminated to Board no later than ten working days following the meeting. Minutes shall remain in draft until approval by the Board at the Board's next meeting.

10. General

- 10.1. Members of the Board shall abide by the Code of Conduct and return Declaration of Interests on an annual basis.
- 10.2. The Board shall give due consideration to all laws and regulations as appropriate.
- 10.3. The Board will, from time to time, consider projects and proposals of a "commercial in confidence" or sensitive nature. All Board Members and Observers will observe the need for confidentiality in this respect.
- 10.4. The Board may amend these Terms of Reference at any time and will be reviewed annually.

Appendix 2: Terms of Reference, Delivery Board 2021-2022

1. Purpose

- 1.1. To work in partnership to support the development and delivery of the Lincoln Town Investment Plan's five-year Project Programme, acting in an advisory capacity to the Town Deal Board and Investment sub-Committee.

2. Key Duties 2021-2022

- 2.1. To lead on, the continued coordination, development and delivery of the Town Investment Plan and Project Programme.
- 2.2. To coordinate and progress Project programme business case development and report to and receive instruction from the Town Deal Board and the Investment Sub-committee.
- 2.3. To support Programme delivery through regular Project review, particularly in respect of;
 - Project stage and Planning status
 - Funding sources and status of match funding
 - Key Issues
 - Continued Strategic need
 - Economic Case, including assessment of outputs and value for money.
 - Commercial Case, including market assessment and development appraisal as relevant to the scheme.
 - Financial Case, including review of the mechanism for investment, procurement, state aid and legal compliance.
 - Management Case, including assessment of deliverability, programme, and milestones.
 - Overall Delivery Risk Assessment
- 2.4. To prepare progress report on business case development to the Investment Sub-Committee to enable assessment, prioritization, and approval of projects.
- 2.5. To support Business case development through Partnership working and use of specialist working groups (making use of existing governance structures wherever possible) ;

- 2.6. To work collaboratively to secure funding and resources as required to support Programme delivery.
- 2.7. To receive reports from lead partners in respect of programme projects;
- 12.8 To support the Board in promoting the Town Deal Programme and Investment Plan and advocating for support from partners.

3. Membership

- 3.1. The Delivery Board shall comprise of Project leads from the respective partner organizations, the Lead Council and any organization's identified to support the work required to develop and deliver the programme.
- 3.2. The Delivery Board shall have the option to co-opt additional representatives from the stakeholder groups as required to provide additional support and specialist knowledge to assist with the development and delivery of the Town Investment Plan.

4. Meetings

- 4.1 Meetings and wider stakeholder workshops shall be held as the need dictates to support the Town Deal Programme.

New – for consideration and approval

Appendix 3: Draft Terms of Reference, Investment Sub Committee

1. Purpose

- 1.1. To work in partnership with the Accountable Body to assess, priorities and approve projects to be delivered as part of the Town Fund Programme within Lincoln.

2. Key Duties

- 2.1. To assess and prioritise a final list of projects to progress to full business case stage, in accordance with the Heads of Terms Agreement with Government.
- 2.2. To undertake a final strategic assessment of projects through to contracting stage, based on the recommendations of an independent due diligence process.
- 2.3. To recommend the approval of projects for contracting and delivery, subject to final approval by the Accountable Body.
- 2.4. To monitor the performance of approved projects on a quarterly basis during the delivery stage and in accordance with the terms set out within the Grant Funding Agreements for each project.
- 2.5. To maintain a pipeline of projects for consideration in the event of additional funding becoming available or the non-delivery of selected projects.
- 2.6. To regularly review the structure, size and composition (including the skills, knowledge, experience and diversity) of the Committee and make recommendations to the main Town Deal Board (hereby referred to as the 'Board') with regard to any changes.
- 2.7. To work and liaise as necessary with the Board and to consider any other matters as may be requested by the Board.

3. Membership

- 3.1. The members of the Committee shall be appointed by the Board and may be removed at any time by the Board.
- 3.2. The Committee shall comprise of 6 members – 3 private and 3 public sector representatives, including 1 representative from the Accountable Body.
- 3.3. The Board shall appoint the Chair of the Committee.

- 3.4. The membership and structure of the Committee shall be reviewed on an annual basis by the Board.

4. Attendance

- 4.1. The Committee will meet at least four times a year.
- 4.2. The Committee may meet at other times during the year as agreed between the members of the Committee or as otherwise requested by the Board and may approve recommendations via written procedure, including via electronic communication.
- 4.3. Only members of the Committee have the right to attend Committee meetings but other representatives and external advisers may be invited to attend all or part of any meeting as and when appropriate as observers provided that that such parties agree to be bound by the Code of Conduct and shall be entitled to speak at the meeting with the prior permission of the Chair but shall not be entitled to vote.
- 4.4. Any member may participate in a meeting by digital means. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and he or she shall be entitled to vote and be counted in a quorum accordingly.
- 4.5. An identified City of Lincoln Council (Accountable Body) officer or his or her nominee shall be the secretary of the Committee.

5. Notice of Meetings

- 5.1. Meetings of the Committee shall be called by the secretary of the Committee at the request of the Chair of the Committee or the Board.
- 5.2. Unless otherwise agreed, notice of each meeting confirming the venue, time and date together with an agenda of the matters to be discussed at the meeting shall be forwarded to each member and any other person required to attend no later than five business days before the date of the meeting. Any supporting papers shall be sent to each member of the Board and other attendees (as appropriate) at the same time.

6. Quorum

- 6.1. A quorum shall be 3 members present, including at least one private sector representative.

7. Declarations of Interest

- 7.2. Whenever a Committee member has an interest in a matter to be discussed at a meeting the member so conflicted shall immediately declare the nature of the conflict or potential conflict and withdraw from all or part of any meeting where the conflict would be relevant.

8. Decisions

- 8.1. Each member of the Committee shall have one vote which may be cast on matters considered at the meeting. Votes can only be cast by members attending a meeting of the Committee.
- 8.2. Any decision of the Committee must be a majority decision.
- 8.3. If a matter that is considered by the Committee is one where a Committee member, either directly or indirectly has a personal interest, that member shall not be permitted to vote on that matter and may not take part in discussions relating to that matter. In this instance, the Committee member shall be required to leave the meeting until such time as the matter has been dealt with and any vote has taken place.
- 8.4. Save where he or she has a personal interest, the Chair will have a casting vote.
- 8.5. A resolution in writing, sent to all members entitled to receive notice of a meeting of the Committee and agreed in writing by a majority of the members shall be valid and effectual as if it has been passed at a meeting duly convened and held and may consist of several documents in materially the same form each agreed in writing by one or more members. This includes via the use of electronic mail.

9. Reporting

- 9.1. The proceedings and resolutions of meetings of the Committee, including the names of those present and in attendance, shall be minuted by the secretary of the Committee.
- 9.2. Draft minutes of each meeting will be circulated to all members of the Committee. Once approved, the minutes of each meeting will be submitted to the Board as a formal record of the decisions of the Committee on behalf of the Board unless it would be inappropriate to do so.
- 9.3. The Committee shall produce an annual report, summarizing project progress and spend and any other matters pertinent to the delivery of the programme. This report will be presented to the Town Deal Board.

10. General

- 10.1. Members of the Committee shall abide by the Code of Conduct and return Declaration of Interests on an annual basis.
- 10.2. The Committee shall give due consideration to all laws and regulations as appropriate.
- 10.3. The Committee will, from time to time, consider projects and proposals of a “commercial in confidence” or sensitive nature. All Board Members and Observers will observe the need for confidentiality in this respect.
- 10.4. The Committee may amend these Terms of Reference at any time and will be reviewed annually.



CODE OF CONDUCT

For members of

Lincoln Town Deal Board

Code of Conduct

1 Application

This Code of Conduct applies to you when acting as a member of the Town Deal Board.

The Code is based on the 'Nolan Principles – the seven principles of public life' as set out below:

- Selflessness
- Integrity
- Objectivity
- Accountability
- Openness
- Honesty
- Leadership

2 Duty to promote the success of the Lincoln Town Deal Board

A Member must act in the way they consider, in good faith, would be the most likely to promote the success of the Lincoln Town Deal Board for the benefit of Lincoln as a whole. The term 'good faith' allows members freedom to exercise commercial judgement without fear of having the courts interfering with their commercial decisions.

Amongst other matters, within decision making, members must have regard to: -

- The likely consequences of any decision on the Town Deal Board;
- The need to foster the relationships members have with partners, stakeholders and others;
- The impact of the activities on the community and the environment;
- The desirability of the member maintaining a reputation for high standards of conduct.

3 Duty to exercise independent judgment

A Member must act independently and with integrity, ensuring that they are always acting in the best interests of the Lincoln Town Deal Board as a whole and are not unlawfully influenced by a third party.

4 Duty to exercise reasonable care, skill and diligence

A member, must exercise reasonable care, skill and diligence. This means the care, skill and diligence that would be exercised by a reasonable diligent person with: -

- The general knowledge, skill and experience that may reasonably be expected of a person carrying out the functions carried out by the member in relation to the Board of meeting; and
- The general knowledge, skill and experience that the member in question actually has.

5 Duty to avoid conflicts of interest

Members must avoid situations where they can, or have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Lincoln Town Deal Board.

This applies in particular to the exploitations of any property, information or opportunity. It is immaterial whether the Lincoln Town Deal Board could take advantage of the property, information or opportunity in question.

6 Duty to declare interest in proposed transaction or arrangement

If members are in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Lincoln Town Deal Board, they must declare the nature and extent of their interest to the other Members. The declaration may (but need not) be made: -

- At a meeting; or
- By written notice to the relevant Board or meeting members.

7 Duty not to accept benefits from third parties

Members must not accept a benefit from a third party conferred by reason of: -

- Them being a Board member; or
- them doing (or not doing) anything as a Board Member.

A “third party” means a person other than a member, an associated body corporate or a person acting on behalf of the Lincoln Town Deal Board or an associated body corporate.

8 Register of Interests

As Lead Council for the Town Deal Board, the City of Lincoln Council is required to keep a register of interests for Town Board Members. On becoming a member, or at such times as the City of Lincoln Council may elect, members are required to fill out the attached Register of Interests form held by the City of Lincoln Council and renewed annually. **If an interest arises during the course of the year, the member must update that Register.**

Summary of guidance for Members.

In Summary of the above, as a member you should ensure that at all times you:

1. Act in the Lincoln Town Deal Board's best interests, taking everything you think relevant into account.
2. Adhere to the Terms of Reference for the Board
3. Are diligent, careful and well-informed about the Lincoln Town Deal Board's affairs. If they have any special skills or experience, use them.
4. Make sure the relevant Board keeps records of their decisions (where relevant).
5. Remember that they remain responsible for the work they give to others.
6. Avoid situations where their interests' conflict with those of the Lincoln Town Deal Board. When in doubt, disclose potential conflicts quickly.
7. Seek external advice where necessary.
8. Use the City of Lincoln Council's communications team for all external communications.
9. Keep up to date the Register of Interests

AGREEMENT

AS A MEMBER OF THE LINCOLN TOWN DEAL BOARD, I AGREE TO OBSERVE THE GENERAL DUTIES AND OBLIGATIONS SET OUT IN THIS CODE OF CONDUCT.

Signature.....

Name.....

Date.....



DECLARATION OF INTERESTS

I, (full name in block capitals) ... am

- (a) A member of Lincoln Town Deal Board and give notice that I have set out below under the appropriate headings my interests. I have put 'none' where I have no such interests under any heading.

As a board member, I declare that I have the following disclosable pecuniaryⁱ and/or non-pecuniary interestsⁱⁱ. **(Please state 'None' where appropriate, do not leave any boxes blank).**

NOTIFICATION OF CHANGES OF CIRCUMSTANCES

Each Member shall review their individual register of interests before each board meeting and decision-making committee meeting where applicable, submitting any necessary revisions to the City of Lincoln Council, as Lead Council and Board Secretary, at the start of the meeting.

Even if a meeting has not taken place a member must, within 28 days of becoming aware of any change to the interests specified below, provide written notification to the City of Lincoln Council of that change.

SECTION 1	ANY EMPLOYMENT, OFFICE, TRADE, PROFESSION OR VOCATION CARRIED ON FOR PROFIT OR GAIN	DECLARATION
1.1	Name of: - Your employer(s)	

	- Any business carried on by you - 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	
2.1	Any financial benefit obtained which is paid as a result of carrying out duties as a Member. This includes any payment of financial benefit from a Trade Union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992 (a)	
SECTION 3	CONTRACTS	
3.1	Any contract for goods, works or services with the City of Lincoln Council in respect of the Town Deal Programme that has not been fully discharged by any organisation named at 1.1	
3.2	Any contract for goods, works or services entered into by any organisation named at 1.1 where either part is likely to have a commercial interest in the outcome of the business being decided by the Lincoln Town Deal Board in the forthcoming meeting.	
SECTION 4	LAND OR PROPERTY	

4.1	Any beneficial 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 Lincoln Town Deal Board in the forthcoming meeting. This would include, within the area of the City of Lincoln: ○ Any beneficial interest in any land in the City of Lincoln areas, including your place(s) of residency For property interests, please state the first part of the postcode where the property resides. If you own/lease more than one property in a single postcode area, please state this.	
SECTION 5	SECURITIES	
5.1	Any interest in securities of an organisation under 1.1. where: - (a) That body (to my knowledge) has a place of business or land in the area of the City of Lincoln ; and (b) Either – (i) The total nomination value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or (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 a beneficial interest exceeds one hundredth of the total issues share capital of that class.	
SECTION 6	GIFTS AND HOSPITALITY	

6.1	Any gifts and/or hospitality received as a result of membership of the Lincoln Town Deal Board (above the value of £50)	
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OTHER INTERESTS

Member 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 my employer:

2. Any body exercising functions of a public nature (e.g. school governing body):

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 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.

BOARD 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 CITY OF LINCOLN COUNCIL on behalf of the Lincoln Town Deal Board

Date received by the City of Lincoln Council	
Signature of City of Lincoln Council Chief Executive	

ⁱ For the purposes of this guidance, we are using the definition of a pecuniary interest as set out in the [Localism Act 2011](#) and The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012. A pecuniary interest in a matter is one where there is a reasonable likelihood or expectation of appreciable financial loss or gain

ⁱⁱ A Non-Pecuniary interest is any interest which is not listed in the [Schedule to The Relevant Authorities \(Disclosable Pecuniary Interests\) Regulations 2012 \(No.1464\)](#). Non-pecuniary interests do not have a financial or other material component. (They may arise from personal or family relationships or involvement in sporting, social or cultural activities.)

Appendix 5: Business Case Template (LEP)

Draft

Application for Town Funding

Stage 2: Detailed Business Case

Some of the information requested in this form has already been provided in your Expression of Interest Form, included as part of the Town Investment Plan (Section 2). This detailed business case requires you to expand on this information, to address any specific conditions pertinent to your project and included within the Heads of Terms agreement and to ensure that all 5 cases identified within the Green Book are addressed to a satisfactory standard to give confidence to the Accountable Body, Town Deal Board and MHCLG that the scheme is deliverable.

Project Name		Project Ref:	
Project Location	(please include site plan as appendix)		
Site ownership			
Planning Application Ref			

Total Project Value (£)		Town Funding Sought (£)	
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Lead Applicant			
Organisation Type			
Applicant Address			
Main Contact Person			
Contact Email		Telephone	

Project Start Date <i>date from which eligible expenditure will be incurred</i>	Financial Completion Date <i>date by which eligible costs will have been defrayed</i>	Practical Completion Date <i>date by which all Outputs/Results will be achieved</i>	Activity Completion Date <i>the date by which all the operation's activities described in the application will be completed</i>

Funding Summary					
	Town Funding (a)	Public Match Funding (b) – please state	Private Match Funding (c) Please state	Totals (d)	Contribution Rates (if applicable) (a)/(d) x 100
Capital					
Revenue					
Totals					

Delivery Partners				
Will you work with other organisations to deliver this project?	YES		NO	
If YES, please state which other lead partners will be involved in delivery.				

1. Project Summary
1.1 What is the Project? Please summarise the purpose and key objectives of the project and describe what it will deliver
1.2 How will the project be delivered? Briefly explain: • The specific activities that will be undertaken as part of the project • Who are the target beneficiaries? • Where the project's activity will take place

2. Strategic Case
2.1 Why is the project needed in Lincoln?
2.2 What research or evidence has been undertaken to demonstrate the need, demand or impact of this project? Please attach or provide links to completed studies and impact assessments where available.
2.3 Please explain how the project will deliver the strategic objectives of the Town Deal Programme and the Lincoln Investment Plan and will demonstrate alignment with other local growth priorities. How will the project support the key principles of sustainable development – including Equality and Diversity

3. Project Timeline and Milestones

Please outline the key steps that have been, or will be, completed to ensure delivery of the project. Please note key milestones will be incorporated into the funding agreement and form the basis for formal monitoring of the project.

Milestone	Forecast Commencement /Submission Date	Forecast Completion/ Award Date	Comments
Initial scheme design			
Feasibility work			
Acquisition of statutory powers			
Detailed design			
Planning Permission			
Match funding secured			
Procurement process			
Procurement contracts Awarded			
Construction			
Activity/Outcomes			

Please provide details on any other key work or stages that need to be completed (by when) to ensure delivery

Milestone	Forecast Date	Comments

4. Economic Case - Options Analysis

4.1 Why should the project receive Town Funding? Please explain and provide evidence of why a privately provided solution would fall short of what is optimal (market failure).

4.2 What other funding or delivery mechanisms have been considered to deliver the proposed activity?

4.3 What other options have been considered and why is the proposed activity considered the most appropriate solution?
4.4 Additionality: What will the project deliver above and beyond what would happen anyway?
4.5 Scalability: What would happen if reduced funding was available?
4.6 Displacement: will the proposed intervention lead to a reduction in economic activity elsewhere?

5. Financial & Commercial Case - Proposed Costs						
5.1 Funding Profile						
	Year 1 20/21	Year 2 21/22	Year 3 22/23	Year 4 23/24	Year 5 24/25	Total
i) Capital						
Town Fund						
Public						
Private						

Total Capital						
ii) Revenue Costs						
Total revenue						
Total Project Costs						
Total Town Funding						

5.2 Please provide more detail on what Town funding will be spent on including a detailed breakdown of the financial position of the project, incorporating all values and costs directly associated with delivery of the scheme. All costs and values to be supported by relevant information as required and specified within Section 8 of this Detailed Business Case.

5.3 Please detail the key assumptions used in the development of your budget and the research completed to prepare it, including how you ensure that the costs are commensurate with the required quality.

5.4 State the source(s) of your match funding, whether it is in place and if not, when is it likely to be confirmed?

5.5 Outline how the scheme will be commercially viable/financially sustainable beyond the initial funding period. Please append further documentation as outlined in section 8 to support the case as required.

6. Forecast Outputs & Benefit Cost Calculation							
6.1 Output Profile							
		2021/22	2022/23	2023/24	2024/25	Future Years	Total
i) Core Outputs (Strategic Economic Plan)							
Public Investment Leveraged (£)							
Private Sector Investment Leveraged (£)							
Number of new Jobs Created (gross)							
Number of Jobs Safeguarded (gross)							
Number of new housing units completed							
ii) Local Strategic Outputs							
Commercial floorspace refurbished/constructed and occupied (sqm)							
Number of businesses assisted to improve performance							
Number of learners supported							
Number of new businesses created							
GVA Uplift							
iii) Others (please list) *							

*please refer to appendices for full list of indicators – to check against Town Fund requirements

6.2 Please describe the rationale and assumptions you have made in establishing the outputs and results which will be achieved. This must link clearly to the project's activity and objectives. Please explain your method for calculating the target levels
6.3 Please provide details of the Benefit Cost Ratio for your project and/or Net Present Social Value to demonstrate the overall value for money presented by this scheme. Please append any further documents to demonstrate and quantify your workings.

6.4 Please outline how the project will gather and assess evidence of outputs and results, in line with the Town Deal monitoring and evaluation framework.

7. Management Case – Management & Control
7.1 Please describe whether or not the necessary team is in place to carry out the proposed activity and if not what the plans are to recruit the relevant expertise? Please insert structure chart, if available.
7.2 What evidence can you provide that processes meet, or will meet, the public procurement requirements, including:
• Advertising contract opportunities to the market; and • Evaluating bids in an open transparent and non-discriminatory manner.
7.3 Please outline the financial management and control systems that would be used for the project, including the process for compiling and authorising Greater Lincolnshire LEP claims for payment?
7.4 Only eligible and defrayed expenditure can be included in a claim for Town Funding. Please explain how the project will manage its cash flow throughout the project's lifetime

7.5 Subsidy Control: The accountable body is required to ensure that funding complies with the rules on subsidy control or state aid. State aid is any advantage granted by public authorities through state resources on a selective basis to any organisations that could potentially distort competition and trade. If your project proposal constitutes state aid we will be unable to fund it unless you can demonstrate that it is outside the scope of or exempt from subsidy control or state aid rules. If you believe this to be the case please provide an explanation below.

7.6 Please explain the key risks identified for the project and how these will be managed and mitigated throughout the project. Please attach separate risk register, if available.

Risk	Owner	Probability	Impact	Mitigation

7.7 Publicity: Please explain what media and communication arrangements you will use to raise awareness of the project and use of Town funding?

7.8 Exit/Forward Strategy: How will project delivery be sustained beyond the initial period of activity funded by the Town fund?

8. Supporting documents checklist

Where applicable, please submit the following documents with your Full Application

Document	Supporting Notes	Applicant's comments
Project Site Plan and copy of relevant planning permissions	Showing clear boundaries of all areas to be included in project	
Red Book valuations to support site acquisition/ assembly cost and completed scheme value. Valuation reports produced should be no more than six months old.	Required where funding is being sort to acquire sites/properties, and/or for completed scheme value, against which any clawback liability will be assessed.	
Detailed cashflow and breakdown of budget	To demonstrate a) cost items are eligible for GL LEP Funds b) the forecast cost c) how the costs will be profiled across the project lifetime.	
Scheme plans, Cost Plan/Bill of Quantities. Development appraisal to be provided. If this information is not available a breakdown of all scheme costs, supported with data/assumptions to be provided. Costs should be no more than six months old	The due diligence assessment requires analysis by independent cost consultants to ensure costs are relevant, realistic, market facing, evidence based and thus reliable to enable GLLEP to make an investment decision.	
Explanation of match funding arrangements and estimated timescale for approval	The GL LEP will need to understand where match funding will be sourced from in order to demonstrate deliverability of the overall scheme	
If applicable, proof of irrecoverable VAT on eligible costs	Please supply proof of irrecoverable VAT on eligible costs	
Applicant organisation's relevant policies, including Equality & Diversity Policy, Sustainability Policy	You are responsible for ensuring any Delivery Partners hold a policy	
Gantt Chart	To reflect the key milestones during project set-up, implementation and closure.	
Organogram	An up-to-date organisation chart, including the GL LEP Funds project delivery team. Also, for delivery partners, if applicable.	
Applicant's procurement policy if available	Note that LEP procurement rules supersede organisation's procurement policy	
Other	Any other key, relevant, documents you consider should be submitted including project feasibility studies and impact assessments.	

9. Links for further information

<https://www.greaterlincolnshirelep.co.uk/priorities-and-plans/strategies-and-plans/>
<https://www.greaterlincolnshirelep.co.uk/funding-and-projects/other-funding/growth-deal-single-local-growth-fund-slgf/>
<https://www.gov.uk/guidance/state-aid>

10. Declaration

I declare that I have the authority to represent [insert name of organisation] in making this application. I understand that acceptance of this Application does not in any way signify that the project is eligible for support or that funds have been approved towards it. On behalf of [insert name of organisation] and having carried out full and proper inquiry, I confirm:

- [insert name of organisation] has the legal authority to carry out the project; and
- That the information provided in this application is accurate.

I confirm:

- I have informed all persons in relation to whom I have provided personal information of the details of the personal information I have provided to you and of the purposes for which this information will be used and that I have the consent of the individuals concerned to pass this information to you for these purposes.
- That I shall inform the City of Lincoln Council if, prior to any funds being legally committed to [name of organisation], I become aware of any further information which might reasonably be considered as material to the decision on whether to fund the application.
- An explanation of all match funding arrangements to deliver the scheme will be provided prior to the award of funds.
- I am aware that if the information given in this application turns out to be false or misleading the City of Lincoln Council may demand the repayment of funding and/or terminate a funding agreement pertaining to this Application.
- All relevant documents are retained with a view to providing relevant information in the event of an audit or other investigation

I confirm that I am aware that checks can be made to the relevant authorities to verify this declaration and any person who knowingly or recklessly makes any false statement for the purpose of obtaining grant or for the purpose of assisting any person to obtain grant is liable to be prosecuted. A false or misleading statement will also mean that approval may be revoked and any grant may be withheld or recovered with interest. I am aware that if the Applicant commences any project activity, or enters any legal contracts or makes any binding commitments, for which funding is sought (including the ordering or purchasing of any equipment or services before both the formal approval of the project and the execution of the Funding Agreement), that this expenditure is incurred at the Applicant's own risk as it may not be compliant with funding requirements.

Signed For and on behalf of the Applicant Organisation

Name (BLOCK CAPITALS) Date:

11. Next Steps	
Please forward the completed version of this form by <i>[insert deadline]</i> to	
Name	
Address	
Email	

Draft

Appendix 1 – BIS Project Monitoring Core Metrics (to be collected for all projects and programmes) – TBC to align with Town Fund

	Unit	Frequency	Definition	Data Source
Inputs				
Expenditure	£, by source	Quarterly	Expenditure defrayed directly on the intervention, broken down into LGF funds, other public sector funds and private funds. Where expenditure takes the form of grant support to applicants (e.g. skills capital, some business support), the amount of grant paid to successful applicants should be reported (not the amount approved).	LEP Monitoring Information
Funding breakdown	£, by source	Quarterly	Non LGF Funding delivered - including public, private and third sector match funding, broken down by source. This should not include in-kind contributions	LEP Monitoring Information
In-kind resources provided	Qualitative	Quarterly	Land, buildings or other assets provided to resource the intervention	LEP Monitoring Information
Outcomes				
Jobs connected to the intervention	FTEs	Annually	Permanent paid full time equivalent jobs that are directly connected to the intervention, measured by FTE at predetermined "impact sites". This includes: - Employment on occupied commercial premises (in the case of site development) - Employment in supported enterprises (in the case of business or innovation support) - Employment in FE space directly improved or constructed by the intervention "Impact" sites are those sites where there has been a demonstrable unlocking impact as a result of Growth Deals projects (e.g. transport, skills capital) - these sites of "impact" are to be mutually agreed by LEP/HMG in advance of reporting. Excludes jobs created solely to deliver the intervention, e.g. construction jobs. Likely to require primary survey work. Employment is counted gross - no account of deadweight or displacement at the monitoring stage.	Scheme sponsor
Commercial floorspace constructed	sq m, by class	Annually	For both direct employment sites and "impact" sites, the area and class of commercial floorspace completed. "Impact" sites are defined as for jobs created above. Floor areas should be measured in accordance with the RICS Code of measuring practice (6th edition) 2007. A building should be classified as completed once it is on the non-domestic rating list. Does not take account of refurbished floorspace.	Scheme sponsor
Housing unit starts	Number	Annually	For both direct housing sites and "impact" sites, the number of housing units completed. "Impact" sites are defined as for jobs created above.	Scheme sponsor
Housing units completed	Number	Annually	For both direct housing sites and "impact" sites, the number of housing units completed. "Impact" sites are defined as for jobs created above.	Scheme sponsor

Appendix 2 – BIS Project Specific Outputs and Outcomes (to be collected where relevant to the intervention)

	Unit	Frequency	Definition	Data Source
Activity / Output Characteristics				
Transport				
Total length of resurfaced roads	Km	Quarterly	Length of road for which maintenance works have been completed	Scheme sponsor monitoring information
Total length of newly built roads	Km	Quarterly	Length of road for which works have been completed and now open for public use	Scheme sponsor monitoring information
Total length of new cycle ways	Km	Quarterly	Length of cycle way for which works have been completed and now open for public use	Scheme sponsor monitoring information
Type of infrastructure delivered		Bi-Annually	Identify what has been constructed as a result of the project - utilise units where appropriate e.g. length of cycle path	Scheme sponsor monitoring information
Type of service improvement delivered		Bi-Annually	Identify the nature of service improvement as a result of the intervention e.g. improved bus service	Scheme sponsor monitoring information
Land / Property Flood Protection				
Area of site reclaimed, (re)developed or assembled	ha	Quarterly	Area of land directly improved by the project that is now suitable for commercial development where previously it was unattractive to commercial developers. Reclaimed: making the land fit for use by removing physical constraints to development or improving the land for hard end use; providing services to open it up for development, e.g. provision of utilities or service roads	Scheme sponsor monitoring information
Utilities installed		Quarterly	Identify what has been constructed as a result of the project. Drop down list: water pipe; gas pipe, electric cables, internet cable. And km of cabling/piping	Scheme sponsor monitoring information
Area of land experiencing a reduction in flooding likelihood	ha	Quarterly	Area of land with a reduced likelihood of flooding as a result of the project	Scheme sponsor monitoring information
Business Support, Innovation and Broadband				
Number of enterprises receiving non-financial support		Quarterly	Number of SMEs receiving support (including advice and training) with the intention of improving performance (i.e. reduce costs, increase turnover/profit, innovation, exporting). Value of the support should be a minimum of £1,000, calculated at Gross Grant Equivalent (see ERDF guidance) or a minimum of 2 days of consulting advice.	Scheme sponsor monitoring information
Number of new enterprises supported		Quarterly	As above, but businesses that have been trading for less than three years.	Scheme sponsor monitoring information

	Unit	Frequency	Definition	Data Source
Number of potential entrepreneurs assisted to be enterprise ready		Quarterly	Number of individuals receiving non-financial support (i.e. advice or training) with the intention of commencement of trading	Scheme sponsor monitoring information
Number of enterprises receiving grant support		Quarterly	Number of SMEs receiving grant funding support with the intention of improving performance (i.e. reduce costs, increase turnover/profit, innovation, exporting). To be counted where the support is at least £1,000.	Scheme sponsor monitoring information
Number of enterprises receiving financial support other than grants		Quarterly	Number of SMEs receiving funding support in the form of equity or repayable loan instruments with the intention of improving performance (i.e. reduce costs, increase turnover/profit, innovation, exporting). Counted where amount of support is at least £1,000.	Scheme sponsor monitoring information
Additional businesses with broadband access of at least 30mbps		Quarterly	For broadband interventions only: number of additional commercial premises that, as a result of intervention, now have the option to access broadband of at least 30mbps (average), where this was not previously the case	Scheme sponsor monitoring information
Skills Capital				
New build training/learning floorspace	Sq m	Quarterly	The amount of "new build" training/learning floorspace constructed. Figures to be provided following completion.	LEP to record from Post Occupancy Evaluation reports (standard reports submitted to SFA on project completion) and/or project implementation reports submitted by colleges/providers
Refurbished training/learning facilities	Sq m (where FE colleges are involved, by estate grading)	Quarterly	The amount of new training/learning floorspace refurbished to improve building condition and/or fitness for purpose. For FE colleges, this should be by estate grading. Figures to be provided following completion.	LEP to record from Post Occupancy Evaluation reports and/or project implementation reports submitted by colleges/providers
Floorspace rationalised	Sq m	Quarterly	The amount of overall floorspace reduced following completion of the project through, for example, demolition or disposal. Figures to be provided following completion.	LEP to record from Post Occupancy Evaluation reports and/or project implementation reports submitted by colleges/providers

	Unit	Frequency	Definition	Data Source
Outcomes				
Transport				
Follow on investment at site	£, by source	Annually	For "impact" sites, the volume of public, private or third sector investment undertaken at the site over and above that directly associated with the Growth Deals project, where there is a demonstrable link with the Growth Deals project. This should not include in-kind contributions. "Impact" sites are those sites where there has been a demonstrable unlocking impact as a result of the Growth Deals transport project - these sites of "impact" are to be mutually agreed by LEP/HMG in advance of reporting. Likely to require primary survey work. Deliberately constructed as a gross measure, no correction for deadweight or displacement to be applied at this stage.	Scheme sponsor
Commercial floorspace occupied	sq m, by class	Annually	For "impact" sites, the area and class of commercial floorspace completed that is currently occupied by commercial tenants. "Impact" sites are those sites where there has been a demonstrable unlocking impact as a result of the Growth Deals transport project - these sites of "impact" are to be mutually agreed by LEP/HMG in advance of reporting. Likely to require primary survey work Impacts are gross - no account of displacement. This outcome is a further link of the chain proceeding from follow-on investment rather than a completely separate outcome	Scheme sponsor
Commercial rental values	£/sq m per month, by class	Annually	The market rate for leasing commercial floorspace at the "impact" site	Scheme sponsor
Land, Property, and Flood Protection				
Follow on investment at site	£, by source	Annually	For the project site, the volume of public, private or third sector investment undertaken at the site over and above that directly associated with the initial Growth Deals project, where there is a demonstrable link with the Growth Deals project. This should not include in-kind contributions.	Scheme sponsor
Commercial floorspace refurbished	sq m, by class	Annually	For project sites, the area and class of refurbished commercial floorspace. Floor areas should be measured in accordance with the RICS Code of measuring practice (6th edition) 2007.	Scheme sponsor
Commercial floorspace occupied	sq m, by class	Annually	For project sites, the area and class of commercial floorspace constructed/refurbished that is currently occupied by commercial tenants.	Scheme sponsor
Commercial rental values	£/sq m per month, by class	Annually	The market rate for leasing commercial floorspace at the project sites	Scheme sponsor

	Unit	Frequency	Definition	Data Source
Business Support, Innovation, and Broadband				
Financial return on access to finance schemes	%	Annually	The financial return to the scheme associated with revolving/repayable access to finance interventions - measured as a % return on initial investment.	Scheme sponsor monitoring information
Skills Capital				
Follow on investment at site, including revenue funding	£, by source	Annually	For the project site, the volume of public, private or third sector investment undertaken at the site (including revenue funding, for example for training courses) over and above that for the Growth Deals project, where there is a demonstrable link with the Growth Deals project. This should not include in-kind contributions.	College/SFA data
Post code for new build sites	Qualitative	Annually	Post code for new build sites, for matching with SFA database. This information can potentially be used by the SFA to draw out metrics on learners and qualifications at the site level, to be shared with LEPs.	Scheme sponsor monitoring information

Appendix 3 – BIS Additional Monitoring for Specific Schemes

	Unit	Frequency	Definition	Data Source
Transport - to be collected for all projects/programmes involving more than £5m public funding and where these metrics and the collection points are relevant to the intervention				
Average daily traffic and by peak/non-peak periods	Vehicles	Bi-Annually	Average daily traffic by direction; AM, Inter- and PM peak hour traffic flows by direction. Data collection location depends on the potential impact of transport schemes. Peak/inter-peak is defined based on local traffic flows. This applies to most transport interventions.	Automatic Traffic Counters; Manual Classified Counts
Average AM and PM peak journey time per mile on key routes (journey time measurement)	hr/mile	Bi-Annually	Average AM and PM peak journey time per mile on key routes. Traffic congestion statistics reported across whole intervention area and on key corridors targeted for investment.	Trafficmaster data; Automatic Number Plate Recognition
Average AM and PM peak journey time on key routes (journey time measurement)	Minutes	Bi-Annually	Average AM and PM peak journey time on key routes. Data collection location depends on the potential impact of transport schemes.	Journey time suveys
Day-to-day travel time variability	Minutes	Bi-Annually	Standard deviation of AM and PM peak hour journey time. This applies to highway/public transport intervention on key corridors targeted for investment	Journey time suveys; Trafficmaster data

	Unit	Frequency	Definition	Data Source
Average annual CO2 emissions	Tonnes	Bi-Annually	Average annual CO2 emissions Report across whole intervention area	Local Authority Carbon Tool based on distance travelled, vehicle speed and vehicle mix
Accident rate	Number, by severity	Bi-Annually	Number of accidents and accident rate by severity and class of road. Report on key roads/junctions/area targeted for improvement. This metric applies to those schemes which are anticipated to have a significant impact on accidents.	STATS 19 Accident data
Casualty rate	Number, by severity	Bi-Annually	Number of casualties and casualty rate by severity and class of road user. Report on key roads/junctions/area targeted for improvement. This metric applies to those schemes which are anticipated to have a significant impact on accidents.	STATS 19 Accident data
Nitrogen Oxide and particulate emissions	NOX (tonnes); PM10 (µg/m3)	Bi-Annually	NOX emissions in tonnes per year; PM10 concentrations per year. Affected network is defined as the existing route, the new route, or an improved route on which traffic flow changes are considered to be significant. This metric applies to those schemes which are anticipated to have a significant impact on air quality.	Air quality monitoring survey
Traffic noise levels at receptor locations	LA10, 18hr (dB)	Bi-Annually	Traffic noise levels at receptor locations This depends on the scale of the proposed project, the site and local circumstances, and the location of sensitive receptors. This metric applies to those schemes which are anticipated to have a significant impact on noise.	Automatic Traffic Counters (18 hour Annual Average Weekday Traffic, composition of traffic - % Heavy Goods Vehicles, average traffic speeds); Noise monitoring survey
Annual average daily and peak hour passenger boardings		Bi-Annually	Annual average daily passenger boardings; AM, inter- and PM peak hour passenger boardings	Bus/rail ticketing data; Manual counts at stops/stations
Bus/light rail travel time by peak period	Minutes	Bi-Annually	AM and PM peak bus/light rail travel time	Bus journey time surveys or Automatic Vehicle Location data; Rail journey timetable
Mode share (%)	%	Bi-Annually	AM and PM peak proportion of trips for different travel modes	Automatic Traffic Counters; Manual

	Unit	Frequency	Definition	Data Source
				Classified Counts
Pedestrians counts on new/existing routes		Bi-Annually	Pedestrians counts on new/existing routes This applies to sustainable transport initiatives for walking.	Manual counts; Video cameras
Cycle journeys on new/existing routes		Bi-Annually	Cycle journeys on new/existing routes This applies to sustainable transport initiatives for cycling.	Manual cycle counts; Automatic cycling counters; Video cameras
Households with access to specific sites by mode within threshold times	Number	Bi-Annually	Households with access to specific sites within 20/40 minutes using public transport/walking, car and cycle	Accessibility statistics published by DfT; Produce bespoke accessibility measures and travel time calculations using off-the-shelf software
Business Support, Innovation and Broadband - to be collected where more robust evaluation is planned and where these metrics are relevant to the intervention				
Detail of successful and unsuccessful applicants		On-going	Administrative database covering company name, address, post code and CRN - company reference number. Named contact, telephone number and email address (and consent for being contacted). This should be captured for both successful and unsuccessful applicants. Required for robust long term evaluation	Scheme sponsor monitoring information
Beneficiary characteristics (business age, size, sector)		On-going	Collected at the point of initial contact with business: - Age: year of business registration / founding year - Size: turnover and employment	Scheme sponsor monitoring information
Other support provided to applicant firm	£, by scheme	On-going	Other types of support received by successful applicants; covering the scheme, timing, type and value (£) of support received	Scheme sponsor monitoring information
Number of entrepreneurial readiness assists progressing to full trading	Number	Annually	The number of potential entrepreneurs assisted that have subsequently progressed to full trading. Will require a bespoke survey of beneficiaries - could do on a sample basis.	Scheme sponsor
Number of enterprises	Number	Annually	The number of treated SMEs working jointly with research entities after	Scheme sponsor

	Unit	Frequency	Definition	Data Source
assisted to cooperate with research entities/institutions			assistance has been given. Should be counted up to 3 years following support. Knowledge transfer is about transferring good ideas, research results and skills between the knowledge base and business to enable innovative new products and services to be developed	
Number of enterprises supported to introduce new to the market products	Number	Annually	The number of treated SMEs that successfully introduce a new-to-market product after assistance has been given. Product should be available for commercial purchase. Should be counted up to 3 years following support.	Scheme sponsor
Number of enterprises supported to introduce new to the firm products	Number	Annually	The number of treated SMEs that successfully introduce a new-to-firm product after assistance has been given. Product should be available for commercial purchase Should be counted up to 3 years following support.	Scheme sponsor