

THIS MEMORANDUM OF UNDERSTANDING is made on
xx September 2019

BY AND BETWEEN

THE PARTIES:

- (1) **BUCKINGHAMSHIRE BUSINESS FIRST** of company number xxx of xxx address ("BBF")
- (2) **BUCKINGHAMSHIRE LOCAL ENTERPRISE PARTNERSHIP** company number xxx of xxx address ("BLEP")

each a "Party" and together known as the "Parties".

1. Introduction and Background

- 1.1 BLEP was incorporated in 2019 and is responsible for championing and developing the Buckinghamshire economy. Working with businesses, academia and the public sector BLEP is driving and co-ordinating economic development across the county.
- 1.2 BFF was incorporated in 2011 and is business-led, business-focused community for new, established and growing businesses across Buckinghamshire.
- 1.3 BBF and BLEP have agreed to work in partnership as Economy Team Bucks ("ETB"). ETB will be the team that supports the economic development system for Bucks, focusing on its objective of extraordinary and inclusive economic growth. The team encompasses the relevant people and process of Bucks LEP, BBF – and may include relevant people and processes from other organisations including Buckinghamshire Council. The purpose of this MoU is to set out the respective roles and responsibilities of BBF and BLEP in relation to ETB.
- 1.4 This MoU shall commence upon the date hereof and shall continue in effect until terminated by either Party.
- 1.5 The MoU shall be reviewed annually by BBF and BLEP to ensure it is accurate and complete.

2. Termination and Variation

- 2.1 Termination can be enacted by either Party upon giving three months' notice in writing to the other. In terminating this MoU the

Parties shall comply with the requirements, if any, of central government and any other funding agencies.

- 2.2 This MoU shall terminate automatically upon the disbanding of ETB, BBF or BLEP. In such case, BBF and BLEP shall complete all of their obligations concerning:
- a) Monies granted to or by BLEP;
 - b) Other assets held by one party on behalf of the other; and
 - c) Any accounts required to be submitted to central government or to any other relevant funding organisation.
- 2.3 This MoU shall be varied only by the mutual agreement of BBF and BLEP save that this shall not prevent either party from making amendments to its Governance and Working Arrangements. Where a variation of this MoU requires a change to be made to BBF's or BLEP's Governance and Working Arrangements, that change shall not come into effect until the Governance and Working arrangements have been duly amended in accordance with its requirements.

3. Responsibilities

- 3.1 The BLEP Board is responsible for the strategic vision of BLEP and overseeing delivery of BLEP priorities as set out in City Deal and Local Growth Fund funding agreements, and any other funding streams that may be applicable.
- 3.2 The BBF Board is responsible for the strategic vision of BBF and overseeing delivery of BBF priorities as set out in its business plan and any other funding streams that may be applicable.
- 3.3 BLEP will operate in accordance with:-
- i) Its Articles and By-Laws;
 - ii) This MoU;
 - iii) Standards set out in its assurance framework (which is required to be updated annually and submitted to the Ministry for Housing, Communities and Local Government (MHCLG));
 - iv) Individual project collaboration agreements;
 - v) The guidelines provided by central government or any other body whose regulation controls the use of funds provided to BLEP; and
 - vi) Statutory requirements.
- 3.4 BBF will operate in accordance with:-
- i) Its Constitution;
 - ii) This MoU;
 - iii) Individual project collaboration agreements;

- iv) The guidelines provided by central government or any other body whose regulation controls the use of funds provided to BLEP; and
- v) Statutory requirements.

4 ETB Management Arrangements

- 4.1 The Boards of BLEP and BBF are jointly responsible for working with wider partners to determine the strategic vision of ETB and overseeing delivery of ETB priorities.
- 4.2 To fulfil its purpose, the Parties have agreed that the functions of the ETB include:
 - i) Strategy, foresight and insight;
 - ii) Business and member support;
 - iii) Resourcing and funding;
 - iv) Communications strategy and delivery;
 - v) Partnership and relationship management;
 - vi) Monitoring and reporting;
 - vii) Legislation, governance and accountability.
- 4.3 The fulfilment of the ETB purpose requires that the Parties agree for each of these functions:
 - i) operating procedures;
 - ii) the allocation of shared or separate management and operational responsibility;
 - iii) the financial model and resourcing responsibility.

5 Provision of Services by BFF

- 5.1 BFF will provide the following services to BLEP on a chargeable basis. Roles and responsibilities will be detailed within service level agreements:
 - Financial support;
 - Internal Audit;
 - Provision of ICT and telephony services;
 - Human Resources support;
 - Marketing and communications support.
- 5.2 Chargeable and non-chargeable arrangements will be reviewed annually and if/ when the scale of accountable body responsibilities, managed resources or project portfolio resource requirements increase significantly. Where specific, additional work is required then these may be charged where mutually agreed.
- 5.3 BLEP will not be covered for Liability & Professional Indemnity insurance by any BBF policies. Separate cover will be required by BLEP

6 Audit

- 6.1 BLEP shall
- i) co-operate with and assist BBF in regular audit examinations of all operating systems;
 - ii) act upon all recommendations contained within the BBF's internal audit.
- 6.2 BBF shall
- i) maintain proper records, in accordance with its Constitution, of all monies received and disbursed for BLEP and make such records available for inspection by both internal and external regulators;
 - ii) arrange regular audit examination of BLEP's activities and, following each audit, present a report to BLEP with recommendations to strengthen their governance and management practices;
 - iii) allow funding bodies to have access to all files/ records of projects for which it acts as accountable body; and
 - iv) supply, as necessary, completed statements of income, expenditure and disbursements to BLEP.

7 Data Protection

- 7.1 The Parties hereto shall comply with their obligations under the Data Protection Act 1998 and the EU General Data Protection Regulation EU 2016/679(GDPR) and the Data Protection Act 2018 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in the performance of their obligations under this agreement.

8 Confidentiality

- 8.1 Neither Party will use or disclose any confidential material provided by the other pursuant to this agreement otherwise than for the performance of their obligations under this agreement, save as may be otherwise agreed or required by law.
- 8.2 For the avoidance of doubt, confidential information shall not include (a) any information obtained from a third party who is free to divulge such information; (b) any information which is already in the public domain otherwise than as a breach of this agreement; or (c) any information which was rightfully in the possession of a Party prior to the disclosure by the other Party and lawfully acquired from sources other than the other Party.

9 Dispute resolution

- 9.1 If either Party has any issues, concerns or complaints about any matter in this MoU, that Party shall notify the other Party and the Parties shall then seek to resolve the issue by a process of

consultation. If the issue cannot be resolved within a reasonable period of time, the matter shall be escalated to BLEP's Chief Executive Officer and BBF's Chief Executive Officer who shall decide on the appropriate course of action to take.

9.2 If either Party receives any formal inquiry, complaint, claim or threat of action from a third party they shall notify the other Party and co-operate with each other to respond, or take such action, as is appropriate and/or necessary

10 The Contracts (Rights of Third Parties) Act 1999

10.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this MoU but this does not affect any rights which are available apart from this Act.

11 Status

11.1 This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties enter into the MoU intending to honour all their obligations.

12 Governing Law and Jurisdiction

12.1 This MoU shall be governed by and construed in accordance with English law.

This Memorandum of Understanding is agreed and signed by:

Signed for and on behalf
of Buckinghamshire Local Enterprise Partnership Ltd

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Signed for and on behalf
of Buckinghamshire Business First Ltd