

**THIS MEMORANDUM OF UNDERSTANDING** is made on December 4<sup>th</sup> 2020

**BY AND BETWEEN**

**THE PARTIES:**

- (1) **BUCKINGHAMSHIRE COUNCIL** of The Gateway, Gatehouse Way, Aylesbury HP19 8FF ("BC")
- (2) **BUCKINGHAMSHIRE LOCAL ENTERPRISE PARTNERSHIP LTD ( Limited Company , Company Number (11912208]Not for Profit )** of Claydon House Business Centre, 1 Edison Road, Aylesbury, Buckinghamshire HP19 8TE ("BLEP")

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

## **1. Introduction and Background**

- 1.1 The Buckinghamshire Local Enterprise Partnership Limited was incorporated in 2019 to stimulate economic growth, productivity, employment, community development, job creation, inward investment, training and development and commerce in the LEP Area and to promote the LEP Area positively at regional, national, European and international levels on matters affecting its economic development.
- 1.2 BLEP funding is issued by central government pursuant to section 31 of the Local Government Act 2003 and therefore can only be paid to a local authority nominated to act as an accountable body. BLEP has agreed that BC act as its accountable body in respect of BLEP's core funds and any additional central government funding received. BC will also act as accountable body in respect of the BLEP enterprise zone programme.
- 1.3 BLEP may receive future additional funding streams in addition to those listed at 1.2 and consequently this Memorandum of Understanding (MoU) is intended to apply to all arrangements where BC act as accountable body on behalf of BLEP.
- 1.4 BLEP and BC may change these arrangements by mutual agreement.
- 1.5 The purpose of this MoU is to set out the respective roles and responsibilities of BC acting as accountable body for BLEP and that of BLEP itself and therefore the Parties hereby agree the Scheme of Roles and Responsibilities set out in Section 6 hereto.

- 1.6 This MoU shall commence upon the date hereof and shall continue in effect until terminated by either Party.
- 1.7 The MoU shall be reviewed annually by BLEP and BC 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 If BC cease to be the accountable body, it shall:
  - a) Continue to co-operate with BLEP and any successor accountable body and with all grantors to ensure a smooth transition; and
  - b) Provide to BLEP or the new accountable body (where requested to do so by BLEP) all such invoices, receipts and other relevant records which are in its possession and which it holds in connection with its role of accountable body. For the avoidance of doubt, documents will be retained in accordance with BC's Corporate Retention Schedule Policy.
- 2.3 This MoU shall terminate automatically upon the dissolution or winding up of BLEP. In such case, BC and BLEP shall complete all of their obligations concerning:
  - a) Monies granted to or by BLEP;
  - b) Other assets held by BC on behalf of BLEP; and
  - c) Any accounts required to be submitted to central government or to any other relevant funding organisation.
- 2.4 This MoU shall be varied only by the mutual agreement of BC and BLEP save that this shall not prevent BLEP from making amendments to its Governance and Working Arrangements. Where a variation of this MoU requires a change to be made to 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 the company and overseeing delivery of BLEP priorities as set out in funding agreements, and any other funding streams that may be applicable.

- 3.2 BLEP will operate in accordance with:-
- i) Its Articles of Association;
  - 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.
- 3.3 BC will operate in accordance with:-
- i) Its Constitution;
  - ii) This MoU;
  - iii) BLEP's approved assurance framework;
  - 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.

#### **4 Financial Management Arrangements**

- 4.1 BLEP is allocated public funding, both for core costs and programmes identified/awarded by the Government. Funding must be undertaken in accordance with statute and the principles of democratic and financial accountability.
- 4.2 This requires there to be a public-sector body identified as the accountable body for audit and transparency purposes. Buckinghamshire Council is the accountable body for the Partnership.
- 4.3 As the accountable body, BC are held accountable for BLEP's funds in the same way that its own funds are. All funding received and expenditure incurred on behalf of BLEP will be subject to the same scrutiny. There needs to be an appropriate level of oversight by the Section 151 Officer to the responsibilities of the Accountable Body are adequately discharged, whilst enable BLEP to be independent. Further details are set out in Annex 2 , and may be amended at any point in the year with agreement between BLEP and BC.
- 4.4 BC, as recipient of BLEP's grant allocations from central government is responsible for ensuring compliance with the grant conditions which include the obligation to repay, in whole or in part, grants in the event of non-compliance with grant conditions. Further details are set out in Annex 2.

- 4.5 A record of all income and expenditure that is recorded in BC's financial system relating to BLEP will be prepared by BC on an annual basis and provided to BLEP's auditors for inclusion in BLEP's annual accounts. All income and expenditure relating to capital programmes recorded in BC's financial system relating to BLEP will be prepared by BC on an annual basis and reported to the Finance and Audit Committee and subsequently to the board.
- 4.6 BC will hold any funding it receives and all interest or income earned for and on behalf of BLEP and ensure that the money is not moved or converted to cash without specific instruction from BLEP.
- 4.7 BC will consolidate any BLEP's cash balances held with its own cash balances and deposit the co-mingled funds in accordance with the BC's Treasury Management Strategy. BC will pay interest on BLEP daily cash balances based on the 'Bank of England Base Rate – weighted average for the year'.
- 4.8 BC will establish and maintain a financial system to account for all monies received and disbursed on BLEP's behalf.

## **5 Provision of Services by BC**

- 5.1 Details of chargeable arrangements are set out in the Service Level Agreement in Annex 1. Arrangements will be reviewed annually, and may be amended in-year by mutual agreement of BLEP and BC. Where specific, additional work is required then these may be charged where mutually agreed.
- 5.2 BLEP is not covered for Liability and Professional Indemnity insurance via BC's insurance policy. Separate insurance cover is required and secured by BLEP.

## **6 Scheme of Roles & Responsibilities**

- 6.1 BLEP shall:
  - i) undertake all strategic decision making to determine the policy necessary for resource allocation and delivery of projects funded by funding streams for which BC is to act as accountable body;
  - ii) plan, manage, deliver and monitor all activities financed by BLEP and ensure that all decisions are fully documented and recorded in writing;
  - iii) agree robust and transparent assessment criteria against which funding will be allocated;

- iv) agree the robust and objective assessment methodology based on the assessment criteria to support the prioritisation of projects and to facilitate independent assessment in accordance with the appropriate use of public funds;
- v) ensure that projects are approved only after an appraisal has been carried out and that the separation of duties between project appraisal and project approval;
- vi) through agreed project plans, ensure appropriate timescales and operating practices are in place to support effective implementation of decisions made
- vii) procure the delivery of projects by inviting applications for funding;
- viii) determine applications for funding following independent assessment, and provided always that, where in BC's reasonable opinion, any allocation would be in breach of the conditions of grant, BC may refuse to give effect to the determination;
- ix) make procurement decisions on other goods, works, services necessary to the day to day running of BLEP within the available resource envelope; and
- x) fulfil the client role vis a vis BC as the accountable body and, in particular, give BC clear and comprehensive instructions in relation to the performance by BC of its roles and responsibilities as set out in paragraph 1.2 below;
- xi) Co-operate with and assist BC acting in its role as accountable body in undertaking responsibility for financial matters;
- xii) make funding available through BC to persons and organisations who it has resolved shall receive these;
- xiii) request BC to effect the payment of such funding to the said persons or organisations;

## 6.2 BC shall:

- i) undertake their responsibilities as set out in the local assurance framework;
- ii) provide support and assistance to BLEP to ensure both legal and financial probity in relation to the receipt and use of specific funding for which it acts as accountable body;
- iii) ensure decisions and activities of BLEP conform with legal requirements with regard to equalities, social value, environment, State Aid and procurement;
- iv) ensure that funds are used appropriately and advise BLEP on the procedures necessary to ensure formal compliance with any terms and conditions of funding or grant;
- v) provide advice on proper and effective governance for

- i) overseeing the allocation and spend of BLEP funding;
- i) ensure that the funding is passed on to the project delivery organisation in line with the conditions of the funding and loan/grant agreements;
- ii) submit the claims to the funding body and prepare and submit relevant documents for inspection by central government or external auditors as required;
- iii) where the funding stream is working on a claim basis, ensure that the claimed funding is passed on to the project delivery team or organisation without delay and in line with the conditions of the funding or loan agreements;
- iv) ensure that performance and financial systems are robust;
- v) provide details of all monies expended in accordance with the terms and conditions of funding;
- vi) monitor approved projects during and after implementation in line with the agreed monitoring framework or as required by the funding body;
- vii) inform and keep BLEP informed of any grant funding allocations received and the procedures and recommended criteria for distributing the funding based on the funding body's requirements;
- viii) assist BLEP in identifying other sources of funding or to apply for these where commissioned by BLEP;
- ix) ensure that BLEP adheres to the LEP assurance framework in respect of maintaining the official record of LEP proceedings and holding copies of all relevant documents relating to funding; and
- x) report and take appropriate action where it has reason to believe that BLEP, or anybody acting as its agent, is failing to
  - a) adhere to the terms and conditions of funding requirements or the funding or loan agreements;
  - b) comply with its Governance and Working Arrangements or any statutory requirement;
  - c) provide a suitable standard of probity.

## **7 Audit**

### **7.2 BLEP shall**

- i) co-operate with and assist BC in regular audit examinations of all operating systems;
- ii) act upon all recommendations contained within the BC's internal audit;

- iii) report any financial irregularity or suspected irregularity in the use of any funding to BC.

7.3 BC 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 with regards to use of public resources 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, funding organisations, central government and external auditor.

## **8 Recovery of funds and other loan/grant agreements**

8.1 In most instances the conditions where funds will be recovered will be laid out in the initial funding or loan agreement. Where recovery of funds is at risk, the general stage of fund recovery will be as follows:

- Stage 1: BLEP will send notice containing the reason for concern, outlining the potential fund recovery situation and giving time where appropriate for corrective action;
- Stage 2: If no corrective action is taken or is deemed insufficient to avoid fund recovery a further notice will be sent by BLEP asking for the return of funds with a deadline for the return of the funds. In cases of particular difficulty BC, in consultation with the BLEP Board, may accommodate a fund return payment plan of instalments over an agreed period of time. However, this must be agreed in writing and cannot be assumed;
- Stage 3: If funds are not returned within the set deadline then BC may then instigate debt recovery procedures which may result in legal action being taken.

8.2 BC will only take the step to recover funds from those parties it has a direct agreement with. If the project concerned is a third party such as a subcontractor it would be up to the body BC is seeking funds from to determine and take any action they require to recover their losses from any third parties.

8.3 BC does not wish to undertake step 3 if at all avoidable but will do so in order to protect the public purse and ensure that public funding is being used appropriately.

## **9 Data Protection**

- 9.1 The Parties hereto shall comply with their obligations under the Data Protection Act 2018 and EU General Data Protection Regulation EU 2016/679(GDPR) 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. The parties will agree to share relevant data, in accordance with the delivery of Economic Development activities in Buckinghamshire, whilst complying with the regulations.

## **10 Confidentiality**

- 10.1 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.
- 10.2 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.

## **11 Dispute resolution**

- 11.1 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 BC's Director of Finance who shall decide on the appropriate course of action to take.
- 11.2 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

## **12 The Contracts (Rights of Third Parties) Act 1999**

- 12.1 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.

## **13 Status**

- 13.1 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.

**14 Governing Law and Jurisdiction**

14.1 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 Council by

Signed for and on behalf  
of Buckinghamshire Local Enterprise Partnership Ltd

.....

**Provision of Services to Buckinghamshire  
Local Enterprise Partnership Ltd (BLEP)**

**From Buckinghamshire Council**

Service Level Agreement

## **1. Statement of copyright**

All product names, company names or trademarks mentioned in this document remain the property of their respective owners. No part of this document may be reproduced in any form without permission from Buckinghamshire Council.

## **1. Statement of confidentiality**

The recipient of this document agrees to keep this document confidential and not to use its contents in any form or by any means without permission from Buckinghamshire Council. Moreover, the recipient agrees not to place this document at the disposal of any third party without permission from Buckinghamshire Council. If such permission is granted, it will be subject to the condition that the recipient ensures that any third party recipient of this document, or of information contained therein, is held responsible to Buckinghamshire Council for the confidentiality of that document or information.

## **2. Trademarks**

All the trademarks used in this document remain the property of their rightful owners.

## **3. Gender**

Throughout this document the user / reader is referred to as he / him / his. We mean this to include she / her / hers equally.

# Contents page

1 – Parties to the Agreement.....	1
2 – Dates and Duration of the Agreement.....	1
3 – Persons Responsible for the Agreement.....	1
4 – Key Contacts.....	2
5 – Purpose of the Agreement .....	2
6 – Review and Monitoring Arrangements .....	3
7 - SLA Overview .....	3
8. Provision of Financial Services .....	4

## **1 Parties to the Agreement**

This agreement is between:

Buckinghamshire Council The  
Gateway  
Gatehouse Road  
Aylesbury  
Buckinghamshire  
HP19 8FF

And

Buckinghamshire Local Enterprise Partnership Ltd  
Claydon House Business Centre  
1 Edison Road  
Aylesbury  
HP19 8TE

## **2 Dates and Duration of the Agreement**

This Agreement will be effective from 1<sup>st</sup> December 2020

## **3 Persons Responsible for the Agreement**

Persons responsible for the Agreement on behalf of Buckinghamshire Council are:

BC S151 Officer

Persons responsible for the agreement on behalf of Buckinghamshire Local Enterprise Partnership Ltd

Chief Executive BLEP

## **4 Key Contacts**

The key contact for day-to-day management of the services within the agreement on behalf of Buckinghamshire Council is:

Responsible Accountant resource as allocated

The key contacts on behalf of Buckinghamshire Local Enterprise Ltd are:

LEP Partnership Director and Programme Manager

## **5 Purpose of the Agreement**

The purpose of this agreement is:

- to outline the financial services that will be provided by BC via BC Finance
- to ensure both parties agree to their role and their respective responsibilities

## **6 Review and Monitoring Arrangements**

This Service Level Agreement (SLA) will be reviewed annually and monitored regularly to make sure it continues to meet both parties' requirements.

## **7 SLA Overview**

Introduction

BC Finance provides a wide range of financial services as well as comprehensive financial advice. BC will respond to change both in terms of delivery requirements, financial and procedural issues. BC will ensure that advice and procedures are appropriate and reflective of best practice, latest guidance and legislative/statutory needs.

Additionally, BC Finance will promote change in respect of financial systems to enable managers to have greater control, understanding of their budgets and financial management, ensuring financial processes are streamlined.

Flexibility will be applied in determining priorities to accommodate the BLEP's needs. However, priority and resolution times are needed and they need to be realistic as they help with managing service delivery and setting reasonable expectations. BC Finance is dedicated to making the best use of its resources for the benefit of BLEP. Should a request be made that in BC Finance opinion would not make the best use of these resources then BC Finance reserves the right to decline to carry out the task. However, the BLEP may then request that consideration is given to changing the decision via their Contact Person who will raise the BLEP concerns with BC Finance Management Team.

## **8 Provision of Financial Services**

### **• BC Finance Objectives**

To provide financial, commercial and risk management advice whilst recognising our statutory responsibilities for the administration of our BLEP financial affairs.

To meet the changing finance and commercial requirements of our BLEP.

To ensure that BLEP clearly understand what level of service to expect and its own obligations to provision of these services using the BC Finance Business Partnering Model.

### **• Services to be provided**

- Management Accounting for Capital Projects
- Liaison with Independent A
- Audit Services
- Services which includes comprehensive Contract Management Services, Tender Support and Spend Analysis

### **• Varying the Contract**

It is recognised that additional or fewer services may be required as the newly incorporated business develops. Contract variations will be accommodated wherever possible. These can be initiated by either BLEP or BC and are subject to discussion, agreement, re-costing, risk assessment, change control procedures and a period of notice no shorter than 6 months of inception of the request for change from date of signature. Thereafter, a variation of this contract is anticipated in line with the BLEP's changed status as an incorporated entity and BC's requirement to focus on its accountable body responsibilities at arm's length. BC Finance and BLEP will review volumes, activity and service offering on a 3-monthly basis and agree a new contract price every 6 months if necessary.

- **Standards**

The delivery of financial services is governed by statutory and professional standards and guidance. The services delivered will meet these requirements in full. Please note that the list below is not exhaustive, additionally the SLA assumes that the services will be modified in line with changes in standards and guidance.

- All relevant Acts of Parliament associated regulations & circulars
- The Accounts & Audit Regulations
- The Best Value Accounting Code of Practice
- The standards detailed control, prevention & detection of fraud, legality of financial Transactions and Performance Management.
- CIPFA guidance and “Best Practice”
- The Chartered Institute of Purchasing and Supply guidance and” best Practice”

- **BLEP Responsibilities**

BLEP should provide clear instructions and expected outcomes, including expected time frame.

#### 5.1 Duties & Responsibilities of both Parties

- a. Commit to contributing to the governance arrangements
- b. Commit to contribute to the Finance Management Strategy and attending the relevant management meetings on a regular basis
- c. Commit to a single approach to reporting requirements
- d. Provide appropriate levels of data to assist in creating financial strategies
- e. Continually develop and improve the efficiency of working arrangements within BC Finance and BLEP’s own resource base
- f. Commit to a 3 monthly review of the partnership and performance measures covered in this agreement
- g. Provision of resource to assist in finance strategy design and agreed priorities
- h. Establish clear understanding of expected outcomes including timeframes.

- **Outline of Support Process**

All requests for assistance should first be logged via the Contact Person who will manage the calls to resolution.

- **Service Availability**

- (a) Normal Service Hours

Normal business hours (8:00 to 17:30 Monday to Thursday and 8:00 to 17:00 on Friday) excluding public holidays. Support is available at these times via the LEP Support Team General Mailbox (LEP@buckinghamshire.gov.uk). Messages and emails received outside these hours will be actioned the following working day.

- (b) Method of Instruction

The method of instruction by the BLEP to BC Finance is subject to agreement between the two parties.

However, the preferred method for commissioning services is via the LEP Support Team General Mailbox (LEP@buckinghamshire.gov.uk).

- (c) Complaints Procedure

In the event any difficulty is experienced we will aim to resolve immediately at the point it is raised with us. However, in the unlikely event this does not occur to your satisfaction please raise your concerns with the person responsible as per section 3 of this agreement.

If there is still an outstanding issue about the service then the BLEP should contact the appropriate Head of Finance.

- **Service Level Performance**

BC Finance will set a target of 99% for Service availability for key services, within published available times. Individual performance exceptions will be identified and investigated to promote continuous improvement within our service.

Strategic Review Meetings between the BLEP and the BC will be held every 3 months to review the service.

Performance will be monitored by BLEP – regular core operational meetings.

Performance will be monitored by BC Finance – regular core operational meetings and reports

- **Fees**

A full pricing Schedule is included in section 13 of this annex.

Where additional Services, other than those included within this SLA, are required by, or result from actions of, BLEP s, and extra costs are incurred by the BC, the BLEP will be required to reimburse the BC for the costs involved. Where appropriate, an estimate of these costs will be provided and BLEP agreement obtained before proceeding.

Most additional services will be charged by the hourly rates quoted within this document.

Should the BLEP wish to terminate this agreement prior to the agreed end date of this agreement the BC will charge a £10,000.00 exit fee. This is to cover costs that would be incurred in the management and administration for the transfer of all activities and tasks being undertaken at the point of dissolution.

- **Payment Terms**

The BLEP will be charged an annual fee or pro-rata depending on any contract variation that may arise. See section 13 for breakdown of charges.

- **BC Finance Service Descriptions**

11.1 Strategic Management Advice

BC FINANCE will act as an enabler for BLEP objectives, creating a financial framework that balances financial risks with service delivery risks in pursuit of BLEP priorities.

11.2 Management Accounting

This service offers the provision of up to date appropriate professional advice in line with best practice, current legislation and accountancy standards. This includes the maintenance of financial records including those enabling preparation and monitoring of capital budgets. .

BC can also offer specialist financial Project Support and Commercial Accounting; Evaluations, Tenders and expert data analysis skills.

Specialist training packages can be designed to meet BLEP needs.

### 11.3 Closing of Year End Accounts

This service provides the co-ordination of capital Year-End activities. This service includes liaising with the appointed Accountants in the preparation of the Annual Accounts and External Auditors to resolve any outstanding queries.

### 11.4 Audit and Assurance Services

BC Audit services provide an independent and objective opinion on the degree to which the internal control environment supports and promotes the achievement of BLEP objectives, and can also offer advice on anti-fraud activities if required. Additionally, it includes a strategic risk management service supporting risk mitigation plans and strategic insurance

### 11.5 Commercial Services

Commercial Services provide a professional purchasing and contract advice provision including the development of category strategies for major areas of

expenditure, Contract Management, and end to end support for Tenders. Comprehensive BLEP training programmes are also offered by this area.

BC FINANCE offers a professional service in all areas listed. All can be tailored to meet BLEP needs providing the level of support required.

## **BC FINANCE Services Provided to BLEP:**

### **The Responsible Accountant will be responsible for:**

#### 12.1 Budget monitoring and control

- Producing monthly management accounts - ' Position Report' - including spend to date and defrayal position on Revenue and Capital grants, reserves opening balance/movement/projected closing balance, and governance risks and issues.
- Producing year end management accounts
- Organising and attending monthly finance meetings
- Producing monthly budget summaries for budget holders
- Producing variance reports to show forecast against actual
- Producing regular detailed transaction reports
- Supporting project managers in finance monitoring meetings with project sponsorIdentifying any changes, highlighted through the budget monitoring process, which may be required to align budgets to current activity levels
- Entering any forecast year-end budget variances into the SAP Cost Centre Manager report
- Training as required

#### 12.2 Reviewing capital end of year finances

To close down the accounts and ensure that any headroom built up is allocated to future years

#### 12.3 Setting future year budgets

- Loading detailed capital budgets into SAP at the beginning of the financial year
- Creating budget profiles
- Establishing new capital budget codes, as the need arises

#### 12.4 External funding

- Supporting the budgeting process for any external bids
  - Liaising with the Accountable Body as appropriate on any external funding matters
  - Advising on external and internal influences on service e.g. inflation, legislation etc.
  - Assisting budget managers in calculating the effects of internal and external influences on service provision and support in financially appraising any service changes.
  - Provision of advice and guidance to budget managers and other service staff on the budget processes and related issues.
  - Provision of training and advice

#### 12.5 Provision of information to Independent Accountants and External Auditors:

- Provision of financial data (transactions, balances in reserves, etc) from BC Finance system to BLEP's appointed accountants, in a timely manner.
- Liaison with the appointed accounts to assist in preparation of BLEP annual accounts
- Liaison with external auditors if required.

#### 12.6 Project Finance Administration Support

- Assist the BLEP Contract Manager to conduct monthly reviews and regular audits of projects finances to determine whether or not delivery conforms to the planned arrangements (particularly expenditure against profile).
- The scope of these project reviews is planned in liaison with the suppliers or delegated representatives, taking into account any previous issues and any current areas of concern. Any actions required as a result of the project reviews are highlighted, and plans for corrective actions agreed with the relevant staff.
- In addition, a programme of internal audits will be drawn up by the relevant Contract Manager, with a sample of projects within the programme normally being audited. Audit criteria will be agreed in advance with the staff affected by the audit.

- The Suppliers Project Manager in the area being audited will be responsible for ensuring that actions are taken within an agreed time to overcome identified non-conformities.
- Reports should be reviewed periodically to ensure corrective action has been taken and it can be demonstrated that improvement has been made to the particular area of work under review. Identified best practice will also be shared.

**The Finance Operational Support Team will be responsible for:**

12.7 Processing payments and claims

- Securing authorisation from budget holders for payments and claims
- Ensuring income and expenditure are accounted for properly and accurately
- Ensuring that goods and services are procured in accordance with contract regulations
- Processing invoices from project sponsors
- Correctly recording all income and expenditure on SAP
- Preparing government and third party budget returns as necessary
- Recording interest received from cash at bank, and apportioning it appropriately to BLEP/BC

12.8 Dealing with virements and journals

- Entering virements and journals onto SAP to reflect agreed changes in budget plans.

**TRANSITION ARRANGEMENT:** As at October 2020 the plan is for BLEP to directly employ their own Accountant who will discharge all the actions listed in 12.1 to 12.5.

In order to discharge their responsibilities, the BLEP accountant will require access to BC Finance Systems – we will seek to achieve this by a secondment arrangement with BC. Details of management and oversight of this role will be set out in the secondment agreement between BLEP and BC.

BC will support this process by a detailed handover of responsibilities and continued availability for advise and training.

At this point the SLA will be amended. No charge will be made for the provision of handover and ongoing support and training, and, of course, for any section 151 oversight activities (as set out in Annex 2). A charge will continue to be made for the provision of Transactional Finance services (to be calculated at market rate, estimate of £5,000-£8,000).

• **Finance & Commercial Services Pricing Schedule**

<b>Finance Services to be provided under this agreement</b>	<b>Price per annum</b>	<b>Details</b>
List of deliverables as per section 12	£38,209	<ul style="list-style-type: none"> <li>• Dedicated BC Finance members of staff to process</li> <li>• Key contact: Responsible Accountant as allocated</li> <li>• Cover for non-chargeable time such as holidays</li> <li>• Quarterly review of performance</li> <li>• Contract price to be reviewed bi-annually</li> </ul>

## Additional Available Support

<b>Dedicated Audits</b>	<b>Cost per day (7.4 Hours)</b>
Contract Audit	£355.69
Standard Audit	£290.69
Investigation Audit	£420.69
I.T. Audit	£470.69

<b>Insurance Services</b>	<b>Cost per hour</b>
Insurance Management	£44.66
Insurance Administration and Support	£36.96
Commercial Services & Contract Management	Price on Application

<b>Legal Services</b>	<b>Cost per hour</b>
Contract Support	£90-£100

Audit & Risk Management Services	100% of all audits completed within timescale for completion of report.	Quality of advice & support via BLEP feedback & survey post audit  Monitored monthly within BC Finance Key Performance Indicators
Commercial & Contract Management Services	Management, Negotiation & Support for key contracts	BLEP Feedback & Annual evaluation Survey

- **Agreement & Signatures**

Agreed and signed on behalf of Buckinghamshire Local Enterprise Partnership Ltd (BLEP)

Signature

.....

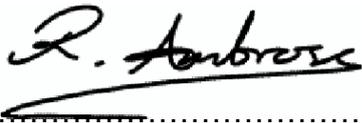
Name (printed)

.....  
Position

.....  
Dated

.....

Signed on behalf of Buckinghamshire Council (Accountable Body

Signature .....

Name (printed) R Ambrose

Position Service Director Corporate Finance S151 Officer

.....  
Dated October 2020

.....

## **Annex 2: Accountable Body Oversight Arrangements during Transition**

As at October 2020, the following arrangements are in place for provision of Section 151 officer oversight:

- Section 151 officer a member of BLEP Board.
- A weekly informal 'Keep in Touch' meeting between BLEP, Responsible Accountant, and BC Head of Finance for Planning, Growth & Sustainability
- Responsible Accountant is an employee of BC, and operates under the SLA set out in Annex 2.
- Responsible Accountant either compiles Government claims or returns, or verifies the figures independently, prior to S 151 officer sign off (thereby discharging requirements set out in 4.4. of the MoU)
- All BLEP financial transactions currently made through BC Financial Systems, and therefore subject to BC financial controls, procedures and internal audit arrangements.
- Head of Finance for Planning Growth & Sustainability attendance at BLEP Finance and Audit Committee, as well as other sub-committees as and when required.
- Section 151 officer and Head of Finance for Planning Growth & Sustainability readily available for provision of advice to BLEP.
- Annual Audit of BLEP policies and procedures by BC Internal Audit and Assurance.

As at 1<sup>st</sup> December, the following arrangements will be in place for provision of Section 151 officer oversight in relation to the Skills Funding Revenue Grant, which will be administered and managed by Bucks Business First on behalf of BLEP:

### **Skills funding**

This appendix sets out the governance and reporting arrangements for BLEP Skills Funding. The Programme will be run and administered by Buckinghamshire Business First.

### **Making grant claims and submitting grant returns to BEIS**

1. BBF will be responsible for completing any grant claims or submitting grant returns to BEIS and in accordance with the Government's return deadlines and data and compliance requirements.
2. Where these claims are required to have Buckinghamshire Council sign off by s. 151, BBF will send the completed claims to their lead Finance Contact at least 2 working days in advance of the claim deadline to ensure any queries or additional information are able to be answered before the submission deadline.

3. Funding will be received by the Accountable Body. The Accountable body will transfer any funds received to BBF within 10 workings days of receipt.

### Reporting and Oversight

4. To give assurance and oversight to the s. 151 and the LEP, BBF will provide a copy of their monthly financial reporting on skills funding. As a minimum, this should include:

- Opening Balance on the fund
- Actual draw down on the fund
- Forecast in-year draw down on the fund
- Projected closing balance on the fund
- Any risks or issues, both in year and in future years.

The Accountable Body and the LEP reserve the right to be able to ask BBF to provide further details.

### Maintenance of Records & Annual Accounts

5. BBF will record all income and expenditure for BLEP programmes in separate ledgers in BBF's finance system, and hold any balances separately, to ensure they are distinct from BBF's core running costs and other programmes.

6. A record of all income and expenditure that is recorded in BBF's financial system relating to BLEP will be prepared by BBF on annual basis and provided to BLEP's auditors for inclusion in BLEP's annual accounts.

Future plans for Section 151 officer oversight, at the point the Responsible Accountant is an employee of BLEP are:

- Section 151 officer a member of BLEP Board.
- A weekly informal 'Keep in Touch' meeting between BLEP, Responsible Accountant, and BC Head of Finance for Planning, Growth & Sustainability
- Head of Finance for Planning Growth and Sustainability and Section 151 officer will be given sight of BLEP monthly Financial Reporting. HoF for PG&S will attend BLEP's monthly budget meeting.
- Head of Finance for Planning Growth and Sustainability will undertake independent verification of claims or returns, prior to S. 151 officer sign off, to ensure grants are compliant as per 4.4. of the MoU.
- Head of Finance for PG&S will have a light touch management oversight arrangement with the Responsible Accountant, as set out in the Secondment

