

DATED

2nd March 2016

**ACCOUNTABLE BODY AGREEMENT
COAST TO CAPITAL LOCAL ENTERPRISE PARTNERSHIP
IN RESPECT OF THE ENTERPRISE ADVISOR NETWORK**

between

BRIGHTON & HOVE CITY COUNCIL

and

COAST TO CAPITAL LOCAL ENTERPRISE PARTNERSHIP

LEGAL SERVICES
KING'S HOUSE
GRAND AVENUE
HOVE
BN3 2LS

THIS Agreement dated

2nd March 2016

PARTIES

- (1) **BRIGHTON AND HOVE CITY COUNCIL** of Kings House, Grand Avenue, Hove, BN3 2LS ('the Council').

- (2) **COAST TO CAPITAL LOCAL ENTERPRISE PARTNERSHIP** (Company No. 08166412) whose principal address is at 1 Bell Lane, Lewes, East Sussex, United Kingdom, BN7 1JU and operating from Arun House, Hurst Road, Horsham RH12 2DN ('C2C')

(together known as 'the Parties')

BACKGROUND

- (A) C2C is responsible for the administration and allocation of Enterprise Advisor Network monies from The Careers and Enterprise Company.
- (B) The Careers and Enterprise Company requires C2C to appoint an Accountable Body, being a local authority, to hold, distribute, and ultimately be accountable for expenditure and appropriate use of the Enterprise Advisor Network monies.
- (C) The Council has agreed to act as Accountable Body in respect of the Enterprise Advisor Network monies on the terms set out in this Agreement.
- (D) The Accountable Body's role and responsibilities will be entirely separate from any other relationship that the Council has with C2C in connection with any function or either Party.

AGREED TERMS

1. DEFINITIONS

- 1.1 In this Agreement, unless the context otherwise requires, the terms set out in Schedule 1 shall have the meanings ascribed to them in Schedule 1.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking into account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to writing or written includes e-mail.
- 1.7 Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that being done.
- 1.8 References to clauses and schedules are to the clauses and schedules to this Agreement.

2. COMMENCEMENT AND DURATION

2.1 The Accountable Body shall provide the Services on the terms and conditions set out in this Agreement.

2.2 The Accountable Body shall provide the Services from the date of this Agreement.

2.3 The Accountable Body will continue to provide the Services until the earlier of the following:

2.3.1 this Agreement is terminated under Clause 9; or

2.3.2 all Enterprise Advisor Network monies are spent, defrayed or otherwise used in accordance with its intended purpose and The Careers and Enterprise Company no longer requires that the Accountable Body acts as Accountable Body in respect of the Enterprise Advisor Network monies.

3. ACCOUNTABLE BODY'S OBLIGATIONS

3.1 Subject to C2C complying with Clause 4.1 and all obligations set out in the Key Success Factors and Deliverables the Accountable Body shall use its reasonable endeavours to provide the Services to C2C in accordance with Schedule 2.

3.2 The Accountable Body shall use its reasonable endeavours to meet any dates for performance agreed between the Parties.

3.3 The Accountable Body shall be liable to pay to C2C, on demand, all reasonable costs, charges or losses sustained or incurred by C2C (including any direct loss or damage to property, those arising from injury to or death of any person and those arising out of or in connection with any claim made against C2C by a third party) that arise directly from the Accountable Body's fraud, negligence or failure to perform any of its obligations under this Agreement. The Accountable Body shall not be responsible for any loss or damage, injury, cost or expense to C2C if and to the extent that it is caused by the negligence or wilful misconduct of C2C or by breach of C2C of its obligations under this Agreement.

3.4 Both parties will exchange in a timely manner all information provided to or received from Government about the Enterprise Advisor Network monies which will help in the discharge of their functions and obligations under this Agreement. Neither Party will withhold such information where it is unreasonable to do so.

4. C2C'S OBLIGATIONS

4.1 C2C shall use its reasonable endeavours to:

4.1.1 Co-operate with the Accountable Body in all matters relating to the Service and the Enterprise Advisor Network monies;

4.1.2 Provide, for the Accountable Body, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to C2C's premises, office accommodation, data, accounts and other facilities as required by the Accountable Body or any of them;

4.1.3 Permit the Accountable Body's Section 151 Officer and/or Monitoring Officer, and/or any person nominated by them, to attend any C2C meeting (whether a Board meeting, executive committee, sub-committee or any other occasion where the Enterprise Advisor Network monies for which the Accountable Body is the accountable body for is discussed);

4.1.4 ensure that those representatives of the Accountable Body referred to in Clause 4.1.3 above are permitted un-fettered and un-restricted access to all meetings (whether a Board meeting, executive committee, sub-committee or any other occasion where the Enterprise Advisor Network monies or any other fund for which the Accountable Body is the accountable body for is discussed) of any body to which C2C has delegated or transferred any functions connected with the use of the

Enterprise Advisor Network monies (including analysis of business cases and decision making).

4.1.5 Provide to the Accountable Body in a timely manner, such Relevant Material and other information as the Accountable Body, The Careers and Enterprise Company or any other interested party may require, and that ensure that the Relevant Material is complete, accurate and not misleading;

4.1.6 Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, in all cases before the date on which the Services are due to start; and

4.1.7 Comply with the obligations set out in Schedule 3.

4.1.8 Requests for access in this clause 4.1 shall be with reasonable notice.

4.2 If the Accountable Body's performance of its obligations under this Agreement is prevented or delayed by any act or omission of C2C, its agents, subcontractors, consultants or employees, the Accountable Body shall not be liable for any costs, charges, or losses sustained or incurred by C2C that arise directly or indirectly from such prevention or delay.

4.3 C2C shall be liable to pay the Accountable Body, on demand, all reasonable costs, charges or losses sustained or incurred by the Accountable Body (including any direct loss or damage to property, those arising from injury or death of any person and those arising out of or in connection with any claim made against the Accountable Body by a third party) that arise directly from C2C's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this agreement. C2C shall not be responsible for any loss or damage, injury, cost or expense to the Accountable Body if and to the extent that it is caused by the negligence or wilful misconduct of the Accountable Body or by breach of the Accountable Body of its obligations under this Agreement.

4.4 Both parties will exchange in a timely manner all information provided to or received from The Careers and Enterprise Company about the Enterprise Advisor Network monies which will help in the discharge of their functions and obligations under this agreement. Neither Party will withhold such information where it is unreasonable to do so.

5. FUNDS, INTEREST AND AUDIT COSTS

5.1 The Accountable Body shall manage the Enterprise Advisor Network monies in accordance with the principles it applies to its own existing Treasury

arrangements. Whilst the Accountable Body receive no fee, should the Enterprise Advisor Network monies accrue interest while in the Accountable Body's bank accounts, the interest accrued will belong to the Accountable Body.

5.2 C2C will comply in every respect with its obligation to provide Match Funding (which will include marketing, staffing and overheads) and will ensure that the Match Funding is evidenced to the Accountable Body in accordance with the Funding Offer.

5.3 For the avoidance of doubt, C2C will meet any expenses or costs payable in respect of an independent accountant's report if one is required.

5.4 The Accountable Body may vary or withhold any or all of the payments of the Enterprise Advisor Network monies to C2C (including any Match Funding paid to it by C2C) under this Agreement and/or require repayment by C2C of any or all Enterprise Advisor Network monies (including the Match Funding) already paid to the extent that the Accountable Body is required to repay or recover the Enterprise Advisor Network monies (including the Match Funding) in whole or in part to or by The Careers and Enterprise Company.

6. DATA PROTECTION AND FREEDOM OF INFORMATION

6.1 Each Party acknowledges that the other is subject to Data Protection Legislation and each Party shall comply with its obligations under the same.

6.2 Neither Party shall, by act or omission, put the other in breach of its obligations under the Data Protection Legislation.

6.3 The Accountable Body is, and C2C may be, subject to the Information Laws. Where a request under the Information Laws is received by either Party it shall:

6.3.1 Notify the other Party of the request as soon as practicably possible and in any event within two (2) Working Days of receiving the request for information; and

6.3.2 Provide the other Party with a copy of all information in its possession or power in the form that the other requires within five (5) Working Days (or such other reasonable period as requested by either Party); and

6.3.3 Provide all necessary assistance as reasonably requested by the other Party to enable a full response to be prepared to the request for information which is compliant with the Information Laws and within the time for compliance set out in Section 10 of the Freedom of Information Act 2000 and Regulation 5 of the Environmental Information Regulations 2004.

6.4 In the event of a request for information being received by either Party, C2C acknowledges that the Accountable Body shall be responsible for determining at its absolute discretion whether the information:

- 6.4.1 is exempt from disclosure in accordance with the provisions of the Information Laws; or
- 6.4.2 is to be disclosed.

6.5 Neither Party shall, by act or omission, put the other in breach of its obligations under the Information Laws.

7. CONFIDENTIALITY

7.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of five (5) years after termination of this Agreement, disclose to any person any Confidential Information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by Clause 7.2.

7.2 Each Party may disclose such information:

7.2.1 to its employees, officers, representatives, advisors, agents or subcontractors who need to know such information for the purposes of carrying out its obligations under this Agreement; and/or

7.2.2 as may be required by law, court order or any governmental or regulatory authority from time to time.

7.3 Each Party shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this Clause 7.

7.4 Neither Party shall use any such information for any purpose other than to perform its obligations under this Agreement.

7.5 All materials and data supplied by one Party to another Party to this Agreement shall at all times be and remain the exclusive property of the supplying Party, but shall be held by the receiving Party in safe custody at its own risk and maintained and kept in good condition by the receiving Party until returned to the supplying Party, and shall not be disposed of or used other than in accordance with the supplying Party's written instructions or authorisation.

8. LIMITATION OF LIABILITY

8.1 Clauses 8.1 and 8.2 set out the entire financial liability of the Accountable Body (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to C2C in respect of:

8.1.1 any breach of this Agreement howsoever arising;

8.1.2 the provision of and/or use made by C2C of the Services or any part of them; and/or

8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

8.2 The Accountable Body's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to £150,000 and shall not include any indirect or consequential losses.

8.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.4 Nothing in this Agreement limits or excludes the liability of the Accountable Body or C2C for death or personal injury resulting from negligence or fraud or fraudulent misrepresentation.

8.5 Subject to Clauses 8.2 and 8.3, neither Party shall under any circumstances whatsoever be liable to the other for:

8.5.1 loss of profits; or

8.5.2 loss of business;

8.5.3 depletion of goodwill and/or similar losses;

8.5.4 loss of anticipated savings;

8.5.5 loss of goods;

8.5.6 loss of contract;

8.5.7 loss of use;

8.5.8 loss or corruption of data or information; or

8.5.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

9. TERMINATION

9.1 This Agreement shall continue in full force unless and until terminated:

9.1.1 by either Party giving to the other not less than three (3) months' prior written notice;

9.1.2 on the date on which the Accountable Body ceases to be the Accountable Body on behalf of C2C for the Enterprise Advisor Network monies because the parties jointly agree that there is no further requirement for the provision of the Services;

9.1.3 by a determination is made by a court of law, or Government which results in the cessation of the Accountable Body's role as an accountable body;

9.1.4 the termination provisions of Clause 11 have come into effect and either Party has exercised their right to termination thereunder; or 9.1.5 a notice is served under Clause 21.6 in respect of a Prohibited Act.

10. AUDIT

10.1 Both parties shall keep and maintain until six (6) years after expiry or termination of this Agreement (or such other period as may be agreed between the Parties) full and accurate records of this Agreement and the Services provided under it. Both parties shall on request afford the other Party or its representatives such access to those records as may be required in connection with this Agreement.

10.2 Without prejudice to the generality of Clause 11.1, C2C shall allow the Accountable Body's internal or external auditors prompt access to all such documents, books and records as they may require.

10.3 Requests for access as in 10.1 and 10.2 above shall be with reasonable notice.

11. FORCE MAJEURE

11.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance continues for three (3) months, the Party not affected may terminate this Agreement by giving fourteen (14) days' written notice to the other Party.

12. VARIATION

12. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

13. ASSISTANCE WITH LEGAL PROCEEDINGS

13.1 Where requested by the Accountable Body, C2C shall give all reasonable assistance and co-operation and provide to the Accountable Body all relevant information in connection with any legal inquiry, arbitration or court proceedings in which the Accountable Body may become involved or any relevant disciplinary hearing internal to the Accountable Body or any inquiry by the Local Government Ombudsman, The Careers and Enterprise Company, or any other Government department, arising out of the provision of the Service.

13.2 Where C2C becomes aware of any incident, accident or other matter which may lead to a complaint about the administration or handling of the Enterprise Advisor Network monies or any other part of the Service or a claim or legal proceedings in respect of the provision or failure to provide the Service, it shall notify the Accountable Body by telephone and in writing as soon as practicable and in any event within 48 hours of becoming aware of the same. Such written notification shall include all relevant information necessary to enable the Accountable Body to investigate the matter fully.

13.3 Such information provided or assistance rendered pursuant to the obligations in this clause 13, in whatever form, shall be made available at no additional cost to the Accountable Body. The Accountable Body shall be responsible for its own costs and expenses (including those of its professional advisers) in connection with any legal enquiry, arbitration or court proceedings referred to in clause 13.1.

14. WAIVER

14.1 A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

14.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

15. SEVERENCE

15.1 If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

15.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

16. ENTIRE AGREEMENT

16.1 This Agreement constitutes the entire agreement between the Parties and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.

16.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

16.3 Nothing in this Clause shall limit or exclude any liability for fraud.

17. ASSIGNMENT

17.1 Subject to Clause 17.2, neither Party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the prior written consent of the other Party.

17.2 The Accountable Body shall be entitled to novate this Agreement to any other body which substantially performs any of the functions that previously had been performed by the Accountable Body.

18. NO PARTNERSHIP OR AGENCY

18.1 Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

19. RIGHTS OF THIRD PARTIES

19.1 A person who is not a Party to this Agreement shall not have any rights under or in connection with it.

20. NOTICES

20.1 Any demand, notice, or other communication required to be given under the Contract shall, unless expressly stated otherwise, be in writing and shall be treated as validly served if sent to either Party at the address set out in this Agreement and:

20.1.1 served personally on the addressee; or

20.1.2 sent by pre-paid first-class post.

20.2 Any notice that complies with cause 20.1 shall be deemed to have been received by the addressee when delivered:

20.2.1 personally, on the date of delivery; or

20.2.2 in the case of delivery by post, on the third Working Day after the date of posting.

21. PREVENTION OF BRIBERY

21.1 Each Party acknowledges that the other is subject to the Bribery Act and both parties will comply with their obligations under the same.

21.2 Neither Party shall, by act or omission, put the other in breach of the Bribery Act.

21.3 Each Party shall not, and shall procure that its personnel shall not, in connection with this Agreement commit a Prohibited Act.

21.4 Each Party warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by it, or of any agreement having been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing before execution of this Agreement.

21.5 If any breach of this Clause 21 is suspected or known, the relevant Party must notify the other immediately.

21.6 Either Party may terminate this Agreement by written notice with immediate effect if a breach of this Clause 21 has occurred.

21.7 Any notice of termination under Clause 21.6 must specify:

- 21.7.1 the nature of the Prohibited Act;
- 21.7.2 the identity of the Party whom the relevant party issuing the notice believes has committed the Prohibited Act; and
- 21.7.3 the date on which the Agreement will terminate.

21.8 Any termination under Clause 21.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrued to the Party terminating the Agreement.

22. DISPUTE RESOLUTION

22.1 In the event of any differences or disputes between the parties to this Agreement with respect to any matter or thing arising out of or relating to the Agreement, such matter shall, in the first instance be discussed at officer level. If agreement cannot be reached within fourteen (14) days, the matter shall be escalated to a senior level of both parties (representative of director level or above) and the parties shall work in good faith to resolve the matter.

23. GOVERNING LAW AND JURISDICTION

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

23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 - DEFINITIONS

In accordance with clause 1.1, in this Agreement the following words shall have the meanings set out below:

"Accountable Body" means the role of being accountable for the administration of the Enterprise Advisor Network monies as requested by The Careers and Enterprise Company and on the terms set out in this Agreement and the Key Success Factors and Deliverables;

"Accountable Body's Representative" means the Council's S151 Officer from time to time. Currently Nigel Manvell (Assistant Director – Finance and Procurement);

"Agreement" means this Agreement and all schedules hereto;

"Board" means the board of the Coast to Capital Local Enterprise Partnership as constituted from time to time;

"Bribery Act" means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Coast to Capital's Representative means Kirsten Trussell
E: Kirsten.trussell@coast2capital.org.uk
T: 01403 333840;

'Confidential Information' means all information relating to the Disclosing Party including, but not limited to, its business, finances, customers, services and products communicated or received in any way whatsoever including, but not limited to, orally, in writing, electronically or obtained through observation;

"Data Protection Legislation" means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;

'Disclosing Party' means the party from whom the Confidential Information emanates;

“Enterprise Advisor Network” means a network of advisors working directly with secondary schools and colleges to increase the efficiency and effectiveness of employer-school interactions.

“Funding Offer” means the offer of funding dated 6 October 2015 from The Careers & Enterprise Company that incorporates all of its relevant appendices including the Key Success Factors and Deliverables.

“Government” means Her Majesty’s Government of the United Kingdom of Great Britain and Northern Ireland;

“Information Laws” means the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Act 1998 and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time;

“Key Success Factors and Deliverables” means the document at Appendix 1 of the Funding Offer which is annexed at Annex 1 to this Agreement.

“Match Funding” means the funding that is required from C2C to match the Funding Offer;

“Monitoring Officer” means the monitoring officer of the Accountable Body, currently the Head of Law;

“Prohibited Act” means:

- directly or indirectly offering, promising or giving any person working for or engaged by the Accountable Body a financial or other advantage to:
 - o induce that person improperly a relevant function or activity; or
 - o reward that person for improper performance of a relevant function or activity;
- directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- committing any offence:-
 - o under the Bribery Act;
 - o under legislation creating offences concerning fraudulent acts;
 - o at common law concerning fraudulent acts relating to this Agreement or any other contract with the Accountable Body; or
- defrauding, attempting to defraud or conspiring to defraud the Accountable Body; or committing an offence under Sub-section (2) of Section 117 of the Local Government Act 1972.

"Relevant Material" means all documents, information and materials to be provided by C2C relating to the Services;

"S151 Officer" means the Section 151 officer of the Accountable Body, currently Nigel Manvell (Assistant Director – Finance and Procurement);

"Services" means all activities involved in providing the Accountable Body role;

"The Careers and Enterprise Company" means the employer-led body set up by the Secretary of State for Education to unlock the potential of young people in the UK by strengthening interactions between employers and schools.

"Working Days" Monday to Friday, excluding any public holidays in England and Wales;

"Working Hours" 09:00 to 17:00 on Working Days.

Schedule 2 - ACCOUNTABLE BODY'S OBLIGATIONS

In providing the Services the Accountable Body will have due consideration of all Government issued guidance and recommendations for best practice. Particular attention has been given to the The Careers & Enterprise Company's Key Success Factors and Deliverables (Appendix 1 to the Funding Offer annexed at Annex 1 to this Agreement). The Services provided by the Accountable Body cover a broad range of areas including financial administration, monitoring responsibilities and legal assistance.

The Accountable Body shall:

Financial Administration of the Enterprise Advisor Network monies

1. Receive the monies via a Section 31 Grant from Government and hold the monies in its own accounts and in accordance with all applicable laws, regulations and accounting standards;
2. Provide quarterly updates to C2C setting out and accounting for all monies held, all grants awarded and any variance;
3. Take the appropriate action necessary to recover money from C2C by way of 'claw-back' provisions within this Agreement or separate legal proceedings where required.

Monitoring obligations of the Accountable Body

1. Monitor all actions of C2C in its administration of the Enterprise Advisor Network allocation;
2. Allocate sufficient resources to ensure sufficient monitoring of C2C including but not limited to attendance at meetings, review of publications and strategies as well as ensuring C2C has adequate governance and working practices in place to ensure appropriate use of the Enterprise Advisor Network monies;
3. As Accountable Body the Accountable Body has a duty to scrutinise and challenge any action of C2C where the Accountable Body does not believe that action is in the best interest of the Enterprise Advisor Network, not in compliance with Government expectations, or non-compliant with the Key Success Factors and Deliverables;
4. Attend an annual meeting arranged by C2C;

General Obligations of the Accountable Body

1. Carry out regular reviews and checks to ensure C2C's compliance with the terms of this Agreement;
2. Carry out regular reviews and checks to ensure C2C's compliance with the Key Success Factors and Deliverables;
3. Act in good faith at all times.

SCHEDULE 3 – C2C'S OBLIGATIONS

C2C shall:

1. Comply with the Funding Offer and the Key Success Factors and Deliverables at all times;
2. Comply with all obligations under this Agreement;
3. Arrange an annual review meeting with the Accountable Body to discuss the working arrangements and review the performance of both parties under this Agreement and in respect of the Key Success Factors and Deliverables;
4. Act in good faith at all times and assist the Accountable Body is carrying out the Services;
5. Provide the Accountable Body with a copy of all records produced or received in connection with the Enterprise Advisor Network or any other fund that the Accountable Body is accountable body for, including but not limited to records relating to, virements (considerations, justifications and decisions) and business cases to be considered by appraisal bodies delegated by the C2C Board.
6. Ensure that advance papers in connection with meetings are sent to the Accountable Body in a timely manner to allow the Accountable Body time to review and offer comment prior to general dispatch or public release.
7. Work to involve the Accountable Body at all stages of consideration in connection with Enterprise Advisor Network monies to identify issues early and ensure smooth passage of an application from initial receipt by C2C to the final funding decision.

Annex 1 - Key Success Factors and Deliverables

Appendix 1 - Key Success Factors and Deliverables

The funding offer from The Careers & Enterprise Company is for delivery of the Enterprise Adviser Network in the academic year 2015/16, September 2015 to August 2016. The funding is for activities related to this implementation and is not to be substituted into existing or planned activities. The Enterprise Adviser Network is intended to inspire and motivate young people and support them to make informed choices about their future.

The Enterprise Adviser Network will enable high calibre volunteers to work directly with the senior leadership team in secondary schools and colleges to support more effective connection to the world of work and develop, shape or add value to the school or college's careers, enterprise and employer engagement strategy.

Through the Enterprise Adviser Network and existing relationships with employers, the offer from employers to schools will increase so that in time every young person should be able to access work related interventions at multiple points as they progress through their schooling.

Please note that we expect the Local Enterprise Partnership to have regard to the general requirements for DBS checks and other appropriate controls for staff working in schools or with pupils. **We expect all Enterprise Coordinators and Enterprise Advisers to have such checks.**

Key Success Factors & Deliverables

The Key Success Factors are summarised below with related deliverables - these were outlined in detail in the Moving to Action documentation sent on 31st July 2015. The funding agreement is subject to delivery against these and The Careers & Enterprise Company will withdraw funding where they are not achieved.

1. Adoption of the model

- The number of schools engaged as per the grant offer letter and ratio of
- Enterprise Coordinators to schools
- A review of the careers, enterprise and employment engagement strategy for all schools in the programme
- Appointment of non-conflicted volunteer Enterprise Advisers and matching them with schools and colleges in the programme

2. Assure the quality of the Enterprise Coordinator and Enterprise Adviser

- Appointment of Enterprise Coordinator(s) in line with The Careers & Enterprise Company Job Description and assurance of quality by the LEP's Executive

- Appointment of Enterprise Advisers in line with The Careers & Enterprise Company brief
 - Establishment of an Enterprise Adviser network which is fully supported by the LEP Board and on a day-to-day basis by the Enterprise Coordinator(s)
3. Comply with The Careers & Enterprise Company's tracking and monitoring requirements
- Comply with the required tracking arrangements on time and in full
 - Share best practice and evidence of 'what works'
4. Comply with The Careers & Enterprise Company's governance requirements
- Ensure strong local governance or taskforce that includes the LEP Employment and Skills Board with direct interest in the Enterprise Adviser programme, and up to the Chair of the LEP. This should include relevant local stakeholders including:
 - Leading employer groups (e.g. Chambers, CBI, FSB, IoD, etc.)
 - Leading local educational representatives (school and college principals, academy chains, etc.)
 - Leading providers (e.g. BITC, National Careers Service, EPBs, Inspiring the Future etc.)
5. Ensure impact
- Evidence that resources have been prioritised based on analysis of needs
 - Evidence of progress on key priority measures
 - Action in cases of underperformance of the programme
6. Work in collaboration locally
- Ensure inclusive governance with all key stakeholders engaged locally
7. Avoid conflicts of interest
- No conflicts among Enterprise Coordinators or Advisers (e.g. an Enterprise Adviser with a paid-for service they are selling to schools)
 - Ensure all procurement processes are transparent
 - Give appropriate guidance to Enterprise Advisers
8. Match our funding
- Provide evidence of required match funding

The Careers & Enterprise Company grant funding is to support the establishment of a local Enterprise Adviser Network in order to create powerful, lasting connections between local businesses and the schools and colleges in their area. The funding should be used appropriately to maximise effectiveness, impact and long-term sustainability.

