



# Northumberland

## County Council

CABINET

12 NOVEMBER 2019

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### GOVERNANCE FOR THE BORDERLANDS PARTNERSHIP

**Report of:** Rick O'Farrell, Interim Executive Director of Regeneration,  
Commercial and Economy

**Cabinet Member:** Councillor Peter Jackson, Leader

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#### **Purpose of report**

This report outlines the governance arrangements for the delivery of the Borderlands Inclusive Growth Deal by the Borderlands Partnership, and its immediate implications for the County Council.

#### **Recommendations**

**Cabinet is recommended to:**

- **approve the Collaboration Agreement as the basis for providing the Governance Framework for the delivery of the Borderlands Inclusive Growth Deal by the Borderlands Partnership whilst recognising that the County Council will act as the accountable body for funds invested by the UK Government in England and as the host authority for the staff recruited to the Programme Management Office (PMO);**
- **agree that the operating costs associated with the delivery of the Growth Deal are shared equitably between the participating authorities as detailed at para 19; and**
- **approve funding of £118,000 (£14,000 2019-20 and £104,000 2020-21) recurrently for the phase 1 Growth Deal Operating Costs from the Council's contingency with subsequent authority given to the Leader and Chief Executive, as required, to approve future variations to this amount.**

## **Link to Corporate Plan**

This report is relevant to the “thriving” priority included in the NCC Corporate Plan 2018-2021

## **Key issues**

The Heads of Terms Agreement for the Borderlands Inclusive Growth Deal was announced on 1 July 2019. It confirms a commitment by the UK and Scottish Governments to a financial package of £350 million, with £200 million to be invested on the English side of the Border of projects over a ten year period. It also defines the broad programmes and projects that the Governments hope to support, subject to business cases that confirm these activities are viable, value for money, sustainable and State Aid compliant.

The Heads of Terms does not form a legally binding document. This status is secured with the formal signing of a Full Deal that is based on the submission of a suite of Outline Business Cases (OBCs) for specific programmes and projects. In addition, to reach the final Deal, the following needs to be in place:

- Formal Governance arrangements for the Borderlands Partnership
- Implementation Plan
- Financial Plan
- Monitoring and Evaluation Framework
- Communications Protocol

This report outlines the proposed Governance for the Partnership to be enshrined in a formal Collaboration Agreement between the five participating local authorities. This Agreement commits the five participating local authorities to work together in setting the strategy and exercising oversight and overall control in relation to delivery of the Growth Deal and in doing so, to give effect to decisions taken at each of the various levels within the governance structure. It essentially puts in place a similar legal entity to that of a statutory joint committee. Such an approach is not possible as the Partnership spans the England/Scotland Border with different Local Government Acts applying on either side.

It also details the first phase in establishing a Programme Management Office (PMO) to support the delivery of the Programme and prepare and maintain the various plans and frameworks outlined above to the satisfaction of the two Governments. The Borderlands Partnership Board has agreed an initial annual operating budget of £531,000 which also resources the additional work to be incurred by the two Accountable Bodies. This cost is to be shared by the five Participating Authorities based on indicative split of funding each area will receive from the Growth Deal. This means that the County Council’s initial annual contribution is £118,000.

## BACKGROUND

1. The Borderlands Partnership ('the Partnership') comprises of five participating local authorities: Carlisle City Council, Cumbria County Council, Dumfries and Galloway Council, Northumberland County Council and Scottish Borders Council. Since 2014, the Partnership has been working to develop a joint strategy to secure investment for priority projects that will accelerate economic growth for the benefit of individuals, businesses and communities across the region.
2. The Partnership submitted the proposal for the Borderlands Inclusive Growth Deal to both UK and Scottish Governments in September 2018. In March 2019, both Governments confirmed their funding commitment to the Deal. The Heads of Terms Agreement for the Growth Deal was subsequently announced on 1 July 2019.
3. This Agreement confirms a commitment to a financial package of £350 million, with £200 million to be invested on the English side of the Border of projects over a ten year period. It also defines the broad activities that the Governments hope to support, subject to business cases that confirm these activities are viable, value for money, sustainable and State Aid compliant.
4. These broad activities of relevance to Northumberland relate to the following programmes and projects:
  - Quality of Place
  - Destination Borderlands
    - Berwick Theatre and Conference Centre
    - Alnwick Garden Lillidorei
    - Hadrian's Wall
    - Borderlands Walking and Cycling Network
  - Digital
  - Business Infrastructure
  - Rural Innovation
  - Energy
5. The Heads of Terms does not form a legally binding document. This status is secured with the formal signing of a Full Deal that is based on the submission of a suite of Outline Business Cases (OBCs) for specific programmes and projects. In addition, to reach the final Deal, the following needs to be in place:
  - Formal Governance arrangements for the Borderlands Partnership
  - Implementation Plan
  - Financial Plan
  - Monitoring and Evaluation Framework
  - Communications Protocol

6. This report outlines the proposed Governance for the Partnership to be enshrined in a formal Collaboration Agreement between the five participating local authorities. It also details the first phase in establishing a Programme Management Office (PMO) to support the delivery of the Programme and prepare and maintain the various plans and frameworks outlined above to the satisfaction of the two Governments.

### **Collaboration Agreement**

7. The Collaboration Agreement commits the five participating local authorities to work together in setting the strategy and exercising oversight and overall control in relation to delivery of the Growth Deal and in doing so, to give effect to decisions taken at each of the various levels within the governance structure.
8. It essentially puts in place a similar legal entity to that of a statutory joint committee. Such an approach is not possible as the Partnership spans the England/Scotland Border with different Local Government Acts applying on either side.

#### *Governance Framework*

9. The core of the Agreement details the Governance Framework for the Partnership as per the attached structure diagram. An explanation as to the remit of each of elements within the Framework is reproduced at Appendix 1.

#### *Economic Forum*

10. As outlined at Appendix 1, the remit of the Economic Forum is to provide an opportunity for wider stakeholders – with a particular focus on economic development agencies and the business community (including social enterprises) – to contribute towards maximising the impact of the Growth Deal in stimulating inclusive economic growth within the area served by the Growth Deal.
11. In particular, the Economic Forum shall:
  - champion, co-ordinate and offer advice to the Partnership Board on priorities for skills, business growth and regeneration and ensure that these are delivered in alignment with local needs and aspirations whilst delivering against the Growth Deal priorities;
  - maintain appropriate channels of communication and escalate decisions as necessary with third party organisations;
  - advise the Partnership Board on how best to engage with the business community regarding the Growth Deal;
  - advise on economic priorities for the business communities across the Borderlands Region; and

- utilise business networks to promote and support the successful delivery of Growth Deal Projects and programmes.

12. The Forum shall comprise of 10 representatives, with the membership reflecting 2 delegates from the geographic area of each Participating Authority. The Borderlands Partnership will agree an open and transparent process to facilitate this recruitment to the Forum.
13. Once appointed, those members shall not be entitled to appoint substitutes to attend meetings which they are unable to attend but they may participate in a Forum meeting (and be deemed to be attending) via conference telephone or video conference facilities. The Forum will be quorate if at least one representative appointed by each of the Participating Authorities is present.

#### *Accountable Bodies*

14. In addition, the Collaboration Agreement sets out the role of the two Accountable Bodies for the Growth Deal, with Dumfries and Galloway Council providing that function for the Scottish Government funding, and Northumberland County Council for the UK Government funding.
15. The relevant section of the Collaboration Agreement detailing the arrangements for the Accountable Bodies is reproduced at Appendix 2.

#### *Programme Management Office (PMO)*

16. The PMO is essentially the centralised team, working on behalf of the Borderlands Partnership Board, under the authority of the Chief Executives' Group, to support the progressive delivery of the Growth Deal in accordance with the requirements of the two Governments and the Borderlands Governance Framework.
17. On this basis, it will be responsible for supporting the programme governance, project processes and day to day management of the Growth Deal programme. The PMO will report to the strategic decision-making structure and escalate to the Partnership Board any major issues such as serious cost overruns on projects.
18. The relevant section of the Collaboration Agreement outlining the role of the PMO is reproduced at Appendix 2.

### *Growth Deal Operating Costs*

19. The costs associated with running the PMO and resourcing the work of the two Accountable Bodies are to be borne by the five Participating Authorities based on indicative split of funding each area will receive from the Growth Deal - as follows:
  - Carlisle City Council/Cumbria County Council – 34.9% (split to be determined by the two Authorities);
  - Dumfries and Galloway Council – 24.3%;
  - Northumberland County Council – 22.2%; and
  - Scottish Borders Council – 18.6%.
  
20. The Borderlands Partnership Board has agreed an initial annual operating budget of up to £531,000 that will resource:
  - the appointment of a Programme Manager, two Programme Officers and an Administration Officer as the first phase of the centralised PMO (based on 2019/20 salary costs);
  - an operational budget; and
  - the additional costs associated with the provision of the Accountable Body functions.
  
21. This means that the initial annual contribution of Northumberland County Council to the Growth Deal Operating Costs is £118,000. It is anticipated that the Project Management Office may commence work from February 2020 and will therefore require a pro rata funding allocation from the Council within 2019-20 of up to £14,000. However, it should be noted that this annual amount is likely to rise in future years (and potentially during 2020-21) as the PMO is progressively increased to full staffing capability at the peak of the implementation of the Growth Deal.
  
22. It has also been agreed that in tandem with providing an Accountable body function, Northumberland County Council will act as the host authority for those staff recruited to the PMO. Given the extensive geography of the Borderlands area, it is anticipated that the team will operate on an agile basis with the core base for the holding of meetings likely to be Carlisle.

### *General processes and procedures*

23. The Collaboration Agreement also specifies:
  - the key mechanisms by which stakeholder engagement will be achieved
  - the requirements to ensure appropriate insurance is in place
  - the development of a protocol to facilitate the holding, processing and transfer of confidential, commercial, and/or sensitive information and data

- the arrangements for facilitating appropriate access to financial and other information
- the processes for handling claims, losses and liabilities
- the process for handling dispute resolution
- the provisions relating to the disclosure of confidential information
- the processes associated with amending or review the Agreement

## **IMPLICATIONS**

<b>Policy</b>	The Growth Deal represents a significant funding mechanism to secure the delivery of the Northumberland Economic Strategy.
<b>Finance and value for money</b>	<p>The Growth Deal will unlock in excess of £70 million of capital investment to support the economic growth of Northumberland. The County Council will provide the accountable body functions for the funding invested by the UK Government in England; with the cost of this shared equitably across the five Participating Authorities.</p> <p>In order to fund the project operating costs the Council is required to make an annual contribution along with the other participating authorities. The Councils share is 22.2%, which is based on its indicative split of funding. It is proposed that the Council provides recurrent funding from contingency of up to £14,000 in 2019-20 and an additional sum up to £104,000 thereafter.</p> <p>It should also be noted that this cost may increase in the future and it is proposed to delegate approval of any cost increase above this value to the Leader and the Chief Executive.</p>
<b>Legal</b>	The Borderlands Partnership will be governed by the legally binding Collaboration Agreement detailed in this report.
<b>Procurement</b>	n/a
<b>Human Resources</b>	The Council will contribute annually its equitable share to the Growth Deal Operating Costs which will include the creation of a centralised Programme Management Office.
<b>Property</b>	n/a
<b>Equalities</b>	The Growth Deal is founded on the principle of promoting inclusive growth - and as such the Monitoring and Evaluation Framework for the Growth Deal will include a number of metrics that allow performance in this regard to be tracked.
<b>Risk Assessment</b>	A central function of the Borderlands PMO will be to establish and maintain a strategic risk register throughout the development and delivery of the Growth Deal.

<b>Crime &amp; Disorder</b>	n/a
<b>Customer Consideration</b>	n/a
<b>Carbon reduction</b>	Clean growth, decarbonisation and addressing fuel poverty are fundamental objectives of the Growth Deal.
<b>Health and Wellbeing</b>	The Growth Deal is founded on the principle of promoting inclusive growth - and as such the Monitoring and Evaluation Framework for the Growth Deal will include a number of metrics that allow performance in this regard to be tracked.
<b>Wards</b>	ALL

### **Background papers**

Borderlands Growth Deal Heads of Term Agreement, July 2019

Draft Borderlands Collaboration Agreement, October 2019

### **Report sign off**

***Authors must ensure that officers and members have agreed the content of the report:***

	Full Name of Officer
Monitoring Officer/Legal	Liam Henry
Service Director Finance & Interim S151 Officer	Alison Elsdon
Relevant Executive Director	Rick O'Farrell
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## **Appendix 1**

### **Borderlands Governance Framework - remit of the component elements**

#### ***Partnership Board***

To provide strategic direction and exercise high level oversight and overall control, serving as the forum for joint decision-making at the highest level within the governance framework set by this Collaboration Agreement in relation to the delivery of the Growth Deal.

#### ***Economic Forum***

To provide an opportunity for wider stakeholders – with a particular focus on economic development agencies and the business community (including social enterprises) – to contribute towards maximising the impact of the Growth Deal in stimulating inclusive economic growth within the area served by the Growth Deal.

#### ***Programme Boards***

To provide strategic direction and leadership (in line with the policies and directions issued by the Partnership Board and Chief Executives' Group from time to time) for the programme assigned to it, with the purpose of ensuring effective management and development of that programme, including the delivery of the overall masterplan for that programme. The Programme Boards will cover the themes of Digital; Energy; Place; and Business, Skills and Innovation.

#### ***Project Delivery Boards***

To oversee the delivery of discrete Growth Deal Project or Projects assigned to it. Examples will include the Mountain Bike Innovation Centre; Carlisle Station Gateway and Citadels; Chapelcross; and the Berwick Theatre and Conference Centre.

#### ***Chief Executives' Group***

To support the Partnership Board in overseeing the delivery of the Growth Deal, by:

- providing leadership in key themes and priorities of the Growth Deal as directed by the Partnership Board
- highlighting to the Partnership Board key issues arising from the delivery of the Growth Deal, and provide appropriate guidance and recommendations to address those issues
- exercising oversight and direction in relation to the work of the PMO

#### ***Finance Directors Group***

To ensure financial probity, and address issues of risk and assurance, in relation to the delivery of the Growth Deal.

#### ***Economic Development Chief Officers Group***

To support the Chief Executive's Group and Partnership Board in the delivery of the Borderlands Inclusive Deal and ensuring that it is aligned towards achieving its sustainable

and inclusive growth ambitions. This will include providing provide advisory support to the PMO and establishing a strong relationship with the Economic Forum.

## Appendix 2

### Extract from the Collaboration Agreement relating to Accountable Bodies

- 11.1 Dumfries and Galloway Council will have the role of accountable body as regards (a) the Scottish Government funding for the Growth Deal and (b) that part of the UK Government funding which relates to Growth Deal Projects physically located in Scotland.
- 11.2 Northumberland County Council will have the role of accountable body as regards that part of the UK Government funding which relates to Growth Deal projects physically located in England.
- 11.3 The role of the Accountable Bodies shall include:
  - 11.3.1 entering into legal agreements with the UK and Scottish Governments in respect of the Growth Deal;
  - 11.3.2 reporting to the UK and Scottish Governments in accordance with the Monitoring and Reporting Framework.
- 11.4 The Participating Authorities acknowledge and agree that the following key principles shall apply as regards the two Accountable Bodies:
  - 11.4.1 the Accountable Body in each case will require to have confidence in the overall governance structure, to ensure that decision-making can be approached in a balanced and equitable way while respecting the responsibilities attaching to certain of the Participating Authorities as Accountable Bodies;
  - 11.4.2 the risks associated with the role of Accountable Body (vis-à-vis the Scottish and UK Governments) should be shared by all five Participating Authorities in accordance with clause 11.20;
  - 11.4.3 the transfer of Growth Deal funding from an Accountable Body through to the Participating Authority or Participating Authorities (or a Delivery Partner which is not one of the five Participating Authorities, if the funding is not routed through a Participating Authority) who is/are delivering a given Growth Deal Project will be dealt with via a grant mechanism or such other arrangements as may be agreed in writing among the Participating Authorities from time to time; and on the basis that the terms and conditions of the grant (or other arrangements) will be set out in a funding agreement between the relevant Accountable Body and the relevant Delivery Partner.

- 11.5 The Participating Authorities acknowledge and agree that a key part of the role of the Chief Executives Group, the PMO and the Finance Directors' Group shall be to support the Accountable Bodies in fulfilling their responsibilities as the accountable bodies in respect of the Growth Deal Programme Budget, including their responsibilities relating to monitoring, reporting and evaluation.
- 11.6 For the avoidance of doubt, the grant conditions associated with the provision of funding out of the Growth Deal Programme Budget to a Project Delivery Partner shall include:
- 11.6.1 all relevant conditions attaching to the provision of the relevant funds by the UK Government and/or (as the case may be) the Scottish Government to enable the Accountable Bodies to comply with those conditions; and
- 11.6.2 such other conditions as may be approved by the Chief Executives' Group from time to time.
- 11.7 In any case where a single Growth Deal Project receives funding from both Accountable Bodies, the grant arrangements in respect of that Growth Deal Project shall be structured in such a way as to ensure that the relevant checks and balances take account of any differences which may apply under each strand of funding; subject to that, however, there should be commonality in the grant arrangements so far as possible.
- 11.8 Each Accountable Body shall maintain a separate account within its financial ledger to which all grant funding and other income relating to the Growth Deal shall be credited, and out of which all grant funding advanced to Delivery Partners for the purpose of delivery of Growth Deal Projects shall be debited.
- 11.9 Claims for payment out of the Growth Deal Programme Budget shall be submitted by the RElevant Participating Authority to the PMO in the form of the Borderlands Growth Deal Grant Claim Form for review, assessment and processing by the PMO prior to forwarding to the Accountable Body for authorisation and payment; and (subject to clause 11.10) providing in each case the Accountable Body is satisfied, acting reasonably, that the Borderlands Growth Deal Grant Claim Form has been validly completed and includes all of the information required under the Monitoring and Reporting Framework and the claim is valid (by reference to the provisions of this Agreement, the provisions of the relevant funding agreement between the Accountable Body and the relevant Delivery Partner and such recommendations as the Chief Executives' Group may issue from time to time), the claim shall be paid by the Accountable Body to the relevant Delivery Partner in accordance with such timetable as may be approved from time to time by the Chief Executives' Group.

- 11.10 In the event of any dispute between the Delivery Partner which has submitted the claim and the Accountable Body in relation to the validity of a claim under clause 11.9, the matter will be determined by the Chief Executives' Group; the Accountable Body shall be bound to give effect to any such determination by the Chief Executives' Group accordingly (but on the basis, for the avoidance of doubt, that clause 11.20 shall apply).
- 11.11 The Accountable Bodies will draw down funds from the Scottish Government and UK Government on the following basis:
- 11.11.1 for Growth Deal Projects approved by the UK Government and/or Scottish Government prior to the signing of the Growth Deal, the grant will be paid via a section 31 Grant Determination by the UK Government to Northumberland County Council, as the Accountable Body for England and/or via grant-in-aid by the Scottish Government to Dumfries and Galloway Council, as the Accountable Body for Scotland; and on the basis that the profile of payments will reflect when grant is required by the Project Delivery Partner as indicated in the full business case (for the avoidance of doubt, no grant will be paid to Accountable Bodies in advance of need);
- 11.11.2 upon finalisation of the Growth Deal, grant monies will be paid to Accountable Bodies under the conditions of an Annual Grant Offer Letter, and on the basis that the profile of grant payments will reflect the multi year profile agreed for the Growth Deal
- 11.12 The Chief Executives' Group, supported by the PMO and the Finance Directors' Group, will be responsible for monitoring the financial expenditure associated with the delivery of Growth Deal Projects, and in particular determining whether the expenditure in respect of any budget head exceeds the level for that budget head set in the financial projections for the relevant period set out in the relevant business case (including any adjusted version adopted from time to time where such adjusted version has the approval of the Chief Executives' Group) and as more particularly set out in the Growth Deal Programme Budget.
- 11.13 In the event of the PMO becoming aware of any actual or prospective expenditure which causes or is likely to cause the level for any such budget head to be exceeded or underspent, the PMO shall notify the Chief Executives' Group, the Accountable Bodies and the Finance Directors' Group, who will review options for addressing the situation and thereafter issue appropriate directions to the relevant Delivery Partner.
- 11.14 Without prejudice to the provisions of para 11.12, each Accountable Body shall maintain accurate and complete accounting records in respect of the Growth Deal Programme Budget and shall prepare and submit to the Chief Executives' Group (through the PMO) monthly financial reports in such form as the Chief Executives'

Group may reasonably require; such financial reports will include up to date information on income and expenditure budgets and financial projections in respect of the Growth Deal Projects.

- 11.15 Each Accountable Body shall seek to manage cash flow in respect of the Growth Deal so as to minimise the amount of any cash shortfall and/or the period for which any such cash shortfall subsists; if particular cash flow difficulties emerge which cannot be fully managed on that basis, the Accountable Body will escalate the matter to the Chief Executives' Group as soon as reasonably practicable.
- 11.16 In order to minimise any cash shortfalls within the Accountable Bodies, as a principle, grant will be paid in arrears, based on defrayed expenditure, to Delivery Partners; on an exceptional basis, however, and where need can be justified, grant may be paid in advance to Delivery Partners which are not Participating Authorities.
- 11.17 If Accountable Bodies are required to borrow to facilitate cashflow in accordance with para 11.16, the borrowing shall be undertaken at Public Works Loan Board rates, and the cost of borrowing shall form part of the Growth Deal Operating Costs.
- 11.18 Each Participating Authority located in Scotland (a "Scottish Participating Authority") agrees that, in respect of any loss or liability incurred by the Accountable Body located in Scotland or any claim against that Accountable Body (including the costs of defending any such claim, and any award of expenses) it shall, to the extent that that loss, liability or claim arises out of, or in connection with, any breach by that Scottish Participating Authority of its obligations under this Agreement or its obligations under any funding agreement (in respect of sums advanced from the Growth Deal Programme Budget) between that Accountable Body and that Scottish Participating Authority, be liable for that loss, liability or claim;
- 11.19 Each Participating Authority located in England (an "English Participating Authority") agrees that, in respect of any loss or liability incurred by the Accountable Body located in England, or any claim against that Accountable Body (including the costs of defending any such claim, and any award of expenses) it shall, to the extent that that loss, liability or claim arises out of, or in connection with, any breach by that English Participating Authority of its obligations under this Agreement or its obligations under any funding agreement (in respect of sums advanced from the Growth Deal Programme Budget) between that Accountable Body and that English Participating Authority, be liable for that loss, liability or claim; and
- 11.20 The Participating Authorities acknowledge and agree (without prejudice to the provisions of para 11.18 and 11.19) that any loss, liability or claim arising out of, or in connection with, the Accountable Bodies complying with their obligations under this Agreement in giving effect to joint decisions made within the governance framework

set by this Collaboration Agreement should be shared among all Participating Authorities in the proportions set out in para 12.1; and each of the Participating Authorities undertakes to each Accountable Body that it will be liable in respect of any such loss, liability or claim (including the costs of defending any such claim, and any award of expenses) to the extent required to give effect to that principle.

### Appendix 3: The role of the Programme Management Office

The PMO shall:

- act as the primary point of contact of the Participating Authorities with Scottish and UK Governments in respect of the Growth Deal;
- act as the primary point of contact between the decision making structures within the overall governance framework of the Growth Deal and the Accountable Bodies;
- manage the Growth Deal Operating Budget<sup>1</sup> and report to the Chief Executives' Group, the Finance Directors' Group and the Accountable Bodies regarding performance against the Growth Deal Operating Budget (including appropriate explanations in relation to any variance as against the amount or timing of anticipated spend from that budget);
- manage the Growth Deal Programme Budget<sup>2</sup> and report to the Chief Executives' Group, the Finance Directors' Group and the Accountable Bodies regarding performance against the Growth Deal Programme Budget (including appropriate explanations in relation to any variance as against the amount or timing of anticipated spend from that budget);
- have responsibility for overseeing and coordinating the delivery of the Growth Deal Projects by the respective Delivery Partners;
- report to the Chief Executives' Group, and through the Chief Executives' Group to the Partnership Board;
- liaise with and support the Finance Directors' Group, as appropriate;
- provide administrative and secretariat support to the Partnership Board, the Economic Forum, the Chief Executives' Group, the Finance Directors' Group the Programme Boards and the Project Boards, including the preparation, circulation and, where appropriate, publication of reports, agendas and minutes;
- convey strategic decisions from the Partnership Board to the Economic Forum, the Programme Boards and the Project Boards;
- give effect to decisions of the Partnership Board by putting in place funding agreements (in the name of the relevant Accountable Body), and transfers of funding to Delivery

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<sup>1</sup> "**Growth Deal Operating Budget**" means the five-year budget approved annually by the Participating Authorities to essentially cover the operating costs associated with the Programme Management Office and the work of the two Accountable Bodies..

<sup>2</sup> "**Growth Deal Programme Budget**" means funds contributed to the Growth Deal from time to time by the UK Government and the Scottish Government as set out in the agreed financial plan to be invested in approved programmes and projects.



Partners (including the preparation of legal agreements and co-ordinating their issue, execution and delivery by the relevant Accountable Body);

- within delegated limits and in accordance with the PMO Host Employer's regulations, manage the procurement and appointment of external consultants to be funded by the Growth Deal Operating Budget, and (where requested on behalf of the relevant Delivery Partner) in relation to individual Growth Deal Projects;
- escalate to the Finance Directors' Group and Chief Executives' Group (for onward referral to the Partnership Board and Accountable Bodies, where appropriate) any major issues such as serious cost overruns on Growth Deal Projects, which require a strategic view given the potential impact on the overall Growth Deal;
- highlight at an early stage any issues of concern regarding performance on the part of individual Delivery Partners, so that appropriate remedial steps can be taken;
  - carry out an ongoing monitoring and recording role, assessing progress and spend across the respective Growth Deal Projects, which role shall include (without limitation):
    - procuring, establishing and maintaining the Growth Deal management database to record all information relating to the Growth Deal which requires to be gathered and retained for the purposes of the Monitoring and Reporting Framework;
    - maintaining and archiving all documentation relating to the Growth Deal;
    - providing appropriate post-approval support to Growth Deal Projects (e.g. arranging project inception visits);
    - managing and undertaking the project claims and monitoring process in respect of Growth Deal Projects, including:
      - processing Growth Deal Project claims and preparing such claims for approval and payment by the relevant Accountable Body in accordance with the approved payment procedures; and
      - preparing Growth Deal Project reporting for Accountable Bodies for onward reporting to the UK and Scottish Governments and the Partnership Board;
- managing and operating frameworks and mechanisms (as determined from time to time by the Chief Executives' Group) in relation to financial management, risk management, programme, project and performance management in respect of the Growth Deal as a whole, including (without limitation) those expressly provided for under the Monitoring and Reporting Framework);
- acting as the principal liaison with Programme Boards and Project Delivery Boards, and providing technical support to Delivery Partners and the Programme Boards as required (a) to develop the business case for programmes and projects (b) to co-ordinate the

submission of such programme and project business cases to the UK and Scottish Governments; and generally ensuring efficient and co-ordinated delivery across the various strands represented by the overall Growth Deal;

- managing communications (under the direction of the Chief Executives' Group as regards key messages), including the preparation and posting of material on the Growth Deal website and the issue of updates via social media; and
- assisting with the implementation of stakeholder engagement strategies.

In carrying out its role, the PMO must use every effort to secure that decision-making at Partnership Board level is based on reliable, comprehensive and unbiased information; and similarly that decisions taken at Partnership Board level are implemented efficiently, effectively and without bias.