



**LEADER LOCAL ACTION GROUP
PARTNERSHIP AGREEMENT**

CESHIRE WEST AND CHESTER BOROUGH COUNCIL

-and-

EAST CHESHIRE LAG

COMMENCEMENT DATE: 2015

EXPIRY DATE: 31st March 2020

Will expire earlier if funding is fully utilised prior to this date, or later if additional funding is awarded and the programme extended

Comment [GJ1]: Delivery Period in funding agreement potential to run until 2021?

THIS EC LAG PARTNERSHIP AGREEMENT is made on the
day of 2015

BETWEEN:

- 1) **CHESHIRE WEST AND CHESTER BOROUGH COUNCIL** of HQ Building, 58 Nicholas Street, Chester, CH1 2NP (the "**Accountable Body**"); and
- 2) **EAST CHESHIRE LOCAL ACTION GROUP** of c/o LEADER Team Wyvern House The Drummer Winsford Cheshire CW7 1AH (the "**EC LAG**").

BACKGROUND:

- A) By an application dated 4th September 2014, the Accountable Body submitted on behalf of the EC LAG a bid entitled East Cheshire Local Development Strategy ("the **Development Strategy**") to DEFRA for financial support under the Rural Development Programme for England ("the **Grant**") to deliver a development strategy for rural regeneration 2015 - 2020 ("the **Programme**");
- B) The bid was successful and the Grant has been provided on condition that it is used exclusively for the purpose of carrying out the Programme and that the general conditions relating to the Grant ("the **LEADER Funding Agreement**") at **Appendix 4** are complied with;
- C) The amount of the Grant confirmed by DEFRA is 1,750,000 Euros (equivalent to £1,400,000 at the point of approval);
- D) Cheshire East Borough Council has agreed to establish the EC LAG to deliver the Programme within the region of Cheshire East and in fulfilment of the same has established a Shadow EC LAG;
- E) From the Grant, a maximum of 18% will be paid over to the Accountable Body for Running Costs & Animation (RCA) functions to include all employee costs, travel, appraisal, audit, training and promotional costs and DEFRA will release payments from the Grant to applicants once they have completed the individual elements of the Programme as agreed with the EC LAG;
- F) This Agreement sets out the terms upon which Cheshire West and Chester Borough Council have agreed to act as the Accountable Body for the EC LAG and how the EC LAG will act in delivering the programme;
- G) These terms should be read in conjunction with the East Cheshire Local Development Strategy 2015-2020 (as appended to this EC LAG Agreement at **Schedule 2**);
- H) This Agreement sets out the proposed Constitution of the EC LAG at **Appendix 1** and by signing this Agreement the EC LAG confirms they have formally adopted that Constitution;
- I) This Agreement sets out the basis upon which the Executive of the EC LAG will accept and determine applications to it for financial assistance under the Grant Conditions (at **Appendix 2**); and

- J) This Agreement will terminate on 31st March 2020 unless prior to this date all obligations have been satisfactorily completed and RPA has paid all the monies due, or additional funding is awarded and the programme is extended.

Comment [GJ2]: Grant offer letter – potential delivery until 31.03.21?

Draft 11th Aug 2015

SIGNING PAGE

IN WITNESS of which this document is **SIGNED** by the Accountable Body

Signature

Name

Position

Witness Signature

Name

Position

IN WITNESS of which this document is **SIGNED** by the members of the EC LAG

Signature

Name

Position - Chairman

Signature

Name

Position – Vice – Chairman

Signature

Name

Signature

Name

Draft 11th Aug 2015

Signature

Name

Draft 11th Aug 2015

Signature

Name

Comment [JB3]: Add as required

Signature

Name

Draft 11th Aug 2015

IT IS AGREED as follows:

1. PURPOSE AND OBLIGATIONS

- 1.1 The EC LAG is established for the sole purpose of overseeing, monitoring and directing the Programme.
- 1.2 The membership of the EC LAG is set out in **Schedule 1** (“**EC LAG Members**”).
- 1.3 The EC LAG will act to meet the aspirations of the East Cheshire Local Development Strategy 2015-2020 (as set out in **Schedule 2**).

2. DUTIES

2.1 The duties of the EC LAG are:

(subject to amendment in line with Operational Guidance to be issued)

- Develop and agree the Local Development Strategy;
- to regularly examine the progress and state of the Programme;
- to set the annual Budget for the implementation of the delivery plan;
- to take decisions concerning the management and scheduling of the Programme as may be required;
- to set KPIs for delivery of the overall programme with the Authorised Officer to ensure that performance against the KPIs are reported;
- in the event that any changes are required in the operation, functioning or purpose of the Programme, to agree on any changes proposed by the Accountable Body before they are submitted to DEFRA for approval;
- to examine or approve all reports and supporting documentation to be submitted to DEFRA on the progress and state of the Programme;
- to monitor and assess the results of the Programme on a regular basis;
- to promote the Programme in line with the Communications Plan which will be prepared by the Accountable Body;
- to ensure that any financial assistance given under the Programme following consent of the Rural Payments Agency Relationship Manager is spent in accordance with the Leader Funding Agreement (at **Appendix 4**);
- to adopt protocols to prescribe the EC LAG’s method of working;
- to act accordingly when conflicts of interest arise;
- to source and apply for additional funds to further the Programme, subject to the Leader Funding Agreement (at **Appendix 4**);
- to recruit a wide range of EC LAG members, reflecting the makeup of the area and the priorities of the LDS;
- to promote bidding opportunities, with clear selection criteria, to all potential applicants in the EC LAG area;
- to select and prioritise projects according to the contribution to the LDS objectives and targets;

Comment [GJ4]: Reported to who?

- to approve projects with funding levels, outputs, timescales and any conditions; and
 - to make effective links with other key organisations within and outside the EC LAG area.
- 2.2 The duties set out in **Clause 2.1** may be carried out by the EC LAG itself or the EC LAG may appoint Sub-Committees and Working Groups in accordance with its Constitution to carry out duties on its behalf.
- 2.3 The EC LAG will operate in accordance with its Constitution (**Appendix 1**) in carrying out the Programme.
- 2.4 The EC LAG will establish an Executive Board which will operate in accordance with its Constitution (which is attached at **Appendix 1**).

3. THE ACCOUNTABLE BODY

- 3.1 The Accountable Body has agreed to act as the accountable body for the EC LAG in accordance with the Leader Funding Agreement (at **Appendix 4**).
- 3.2 The Accountable Body has appointed and will act through an “**Authorised Officer**”.
- 3.3 The Authorised Officer will be entitled to attend the meetings of the EC LAG (or appoint a deputy) and ask questions but will have no voting rights.

Details of Authorised Officer
<p>Ellie Morris Rural Regeneration Manager Place Strategy Directorate Economic Growth Cheshire West and Chester Borough Council HQ Building, Nicolas Street Chester, CH1 2NP Tel: 01606 288547 Mob: 07770 740291 Email: ellie.morris@cheshirewestandchester.gov.uk</p>

- 3.4 The Accountable Body will have the following responsibilities:
- to put into place adequate governance arrangements, which must be clearly documented and agreed with the EC LAG and shall be signed and dated by Chair of the LAG;
 - to submit the governance documentation to RPA Rural Development for approval with the first Delivery Plan, and any subsequent changes must be approved by RPA Rural Development Directorate;
 - to enter into Funding Agreement with RPA RD;
 - to prepare and submit annual Delivery Plans and Attestation Reports;
 - to ensure that as many sectors of the community as possible can contribute to the delivery of the LDS;

- to provide advice and technical support to the LAG on RDPE policies and processes, and in particular advise the LAG on issues of eligibility and compliance, including conflicts of interest;
 - to provide advice and support to project applicants to enable them to submit eligible applications for funding which meet the LDS priorities and objectives;
 - to process applications for funding, and undertake appraisals of them;
 - to ensure that projects selected for support:
 - meet eligibility criteria (subject to undertaking an initial eligibility check of outline application and RPA RD confirmation);
 - fit with the priorities of the LDS; and
 - undergo a transparent and compliant application and selection process.
 - to enter into Grant Funding Agreements with approved projects, incorporating appropriate conditions in accordance with decisions made by the LAG and/or Executive Board;
 - to manage projects' performance against their funding agreements;
 - to undertake project visits to verify progress and ensure compliance;
 - to process grant claims and present these to RPA RD for authorisation and payment;
 - to maintain project and programme records to audit standards, and make these available for audit as required;
 - to prepare regular progress and financial reports to the LAG and RPA RD;
 - to employ and manage LAG staff, and provide secretariat for meetings;
 - to incur eligible expenditure for Running Costs & Animation (RCA), and submit quarterly claims in arrears;
 - to establish and maintain a Cheshire LEADER website;
- 3.5 The Accountable Body will employ staff (a LEADER Programme Manager and a LEADER Support staff member – to be known as the LEADER TEAM) to assist the EC LAG in its operations and Cheshire East Borough Council will be invited to assist in the recruitment process and the responsibilities of the LEADER Team will be as stated in the East Cheshire Local Development Strategy 2015-2020.
- 3.6 The Accountable Body shall recruit and employ the LEADER Team in accordance with its own rules, procedures, policies and practice, subject to any specific rules and requirements of the EC LAG.
- 3.7 The Accountable Body shall act as the employer for the LEADER Team.
- 3.8 The Accountable Body will be responsible for the following matters in relation to the LEADER Team:
- the payment of salaries and on costs;

- the provision of office space and equipment necessary to carry out the job;
 - the management function;
 - the disciplinary function; and
 - any redundancy costs upon expiry of the EC LAG.
- 3.9 The Accountable Body and Cheshire East Borough Council agree to act collaboratively to try to find alternative positions within either organisation for members of the LEADER Team who may face redundancy when the programme is completed.
- 3.10 The EC LAG shall provide information to the Accountable Body for input into the LEADER Team appraisals.

4. EXECUTIVE BOARD

- 4.1 The Executive Board will operate in accordance with its Constitution (which is attached at **Appendix 1**) and the said Constitution may only be amended by the EC LAG (in accordance with any provisions within the Leader Funding Agreement (at **Appendix 4**)).
- 4.2 The Executive Board in conjunction with the LEADER team shall:
- receive applications for financial assistance under the Grant Conditions;
 - review such applications in accordance with project selection criteria as set out in **Appendix 2** and in accordance with any priorities for allocation and distribution of the Grant as directed by the EC LAG;
 - make offers of financial assistance to applicants; and
 - provide regular financial reports to the EC LAG relating to the approval of applications for financial assistance.
- 4.3 The Executive Board shall be responsible for ensuring the LEADER Team:
- is supplied with records of the Executive Board recommendations;
 - monitors the progress of individual projects for which financial assistance has been authorised by the RPA; and
 - sets detailed budget profiles within the limits of the Budget.
- 4.4 The responsibilities of the Executive Board cannot be delegated to any other group or body except otherwise than in accordance with **Appendix 1**.
- 4.5 The EC LAG will hold an annual review process for the appointment of the Chair of the Executive Board to be approved by the EC LAG.

5. EC LAG MEMBERSHIP

- 5.1 In addition to the EC LAG Members set out in **Schedule 1**, the EC LAG will have an open membership to ensure that there is a range of competencies and skills within the EC LAG and shall identify target groups and potential beneficiaries to facilitate quality applications to join the EC LAG.
- 5.2 The EC LAG will be comprised of members of the public, and members of private and Non-Government Organisations (NGOs).

5.3 The EC LAG will promote continuing integration to the EC LAG and the inclusion of new sector representatives will take place over time ensuring a gender balance and a fair representation of the groups identified in **Clause 5.2**.

5.4 The EC LAG will encourage membership to the EC LAG through forums, networks and meetings.

6. TARGETS, RESULTS AND OUTPUTS

The EC LAG will act to achieve the outcomes as described in the Delivery Plan set out in **Schedule 4**.

7. EQUAL OPPORTUNITIES STATEMENT

The EC LAG shall comply with the Equality and Diversity Statement (**Schedule 3**) (which is the Equality and Diversity Statement of Cheshire East Borough Council which may be amended from time to time).

8. FREEDOM OF INFORMATION (FOIA)

The EC LAG acknowledges that the Accountable Body and certain EC LAG Members are subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**") and shall assist and co-operate with each other in order to comply with these information disclosure requirements.

9. INTELLECTUAL PROPERTY

Comment [GJ5]: See email.

9.1 The EC LAG acknowledges that all Proprietary Rights in the project results shall at all times and for all purposes vest and remain vested in the Accountable Body. Notwithstanding the foregoing, all Proprietary Rights which the EC LAG might otherwise acquire as a result of its performance under this Agreement are hereby irrevocably assigned to the Accountable Body.

9.2 At the request and expense of the EC LAG, and as required, the EC LAG shall do all such things including signing all documents or other instruments reasonably necessary in the opinion of the Accountable Body to confirm or vest in the Accountable Body the rights assigned or otherwise transferred to the Accountable Body under this Agreement.

9.3 If compliance with the Accountable Body's designs, specifications or instructions results in the EC LAG being subject to any claim for infringement of any Proprietary Rights or any third party rights, the Accountable Body shall indemnify the EC LAG against any claims, demands, damages, costs and expenses made against or suffered by the EC LAG as a result of any such claim or action.

10. DATA PROTECTION

10.1 The EC LAG shall (and will ensure that any Sub-Contractor or Third Party shall) comply at all times with the Data Protection Act 1998 ("**DPA**") and their obligations as Data Processors in respect of Personal Identifiable Data belonging to the Data Controller (which in this case is the Accountable Body) and shall not perform its obligations under this Agreement in any such way as to cause the Accountable Body to breach its obligations under the DPA.

10.2 Each Party will ensure that it and its representatives comply in all respects with the DPA and any other relevant Data Protection Requirements in relation to all information made available to it under this Agreement by the other Party or arising through the delivery of the Services.

10.3 If Personal Identifiable Data is to be shared between the EC LAG and any Sub-Contractor or Third Party under this Agreement the EC LAG shall ensure that all obligations in respect of the Sub-Contractor or Third Parties role as a Data Processor which belongs to the Accountable Body are fully complied with.

10.4 Upon expiry or termination of this Agreement the EC LAG will ensure that Personal Identifiable Data is wiped from their IT systems after being transferred back to the Accountable Body or to another entity as directed by the Authorised Officer.

11. USE OF LOGOS

The EC LAG is granted consent under this Agreement to use the logo of the Accountable Body in accordance with **Clause 12**.

12. RECOGNITION OF THE ACCOUNTABLE BODY AND CHESHIRE EAST BOROUGH COUNCIL

12.1 Where the EC LAG publicises the outcome of any project they must also publicise the involvement of Cheshire East Borough Council and the Accountable Body in facilitating the EC LAG's ability to deliver the project.

12.2 Where appropriate the logo of Cheshire East Borough Council will be used alongside any press release or public pronouncement.

12.3 If the EC LAG intends to make any written press release under this Agreement they shall ensure that the Authorised Officer has had sight of the press release before it is issued and has had the ability to comment accordingly.

13. COMMUNICATIONS AND PUBLICITY

The EC LAG will comply with the Cheshire LEADER Communications Plan.

14. CONFLICTS OF INTEREST

14.1 The EC LAG, appraiser or employee of the Accountable Body will comply with the conflicts of interest provisions set out below and shall comply with this code whenever they:

- conduct the business of or consider a project for the LAG; or
- act, claim to act to give the impression you are acting as a representative of the LAG, and references to your official capacity are construed accordingly.

14.2 Funding applicants must receive structured, fair and consistent feedback on their projects. Thus all communications with the project applicant will be directed through the LAG 'Staff' and Appraisers names will not be divulged.

14.3 General obligations

You must not:

Comment [GJ6]: See email

Comment [GJ7]: New title – needs to be defined – my client describes them as those individuals appraising the projects who will be LEADER programme managers, staff and some Council officers with the RPA relationship manager having the final say – not sure how this will be expressed?

- do anything which may cause the LAG to breach any of the equality enactments (as defined in the Equality Act 2010);
- intimidate or attempt to intimidate any person who is likely to be:
 - i. a complainant;
 - ii. a witness, or
 - iii. involved in the administration of any investigations or proceedings, in relation to an allegation that a member (including yourself) has failed to comply with the LAG's code of conduct.
- do anything which compromises or is likely to compromise the impartiality of those who work for, or on behalf of the LAG.

14.4 You must not:

- disclose information given to you in confidence by anyone, or information acquired by you which you believe, or ought reasonably to be aware, is of a confidential nature, except where:
 - i. you have the consent of a person authorised to give it;
 - ii. you are required by law to do so;
 - iii. the disclosure is made to a third party for the purpose of obtaining professional advice provided that the third party agrees not to disclose the information to any other person; or
 - iv. the disclosure is:
 - reasonable and in the public interest; and
 - made in good faith and in compliance with the reasonable requirements of the LAG.
- prevent another person from gaining access to information to which that person is entitled by law.

14.5 You must not conduct yourself in a manner which could reasonably be regarded as bringing you and/or the LAG into disrepute.

14.6 You must not:

- attempt to use your position as a member improperly to confer on or secure for yourself or any other person, an advantage or disadvantage; and
- when using or authorising the use by others of the resources of the LAG ensure that such resources are not used improperly for political purposes (including party political purposes).

14.7 **Personal interests**

You have a personal interest in any project or business to be considered by the LAG where either:

- it relates to or is likely to affect:
 - i. any body of which you are a member or in a position of general control or management and to which you are appointed or nominated;

- ii. any employment or business carried on by you;
- iii. any person or body who employs or has appointed you;
- iv. any person or body, other than the LAG, who has made a payment to you in respect of your election or co-option or any expenses incurred by you in carrying out your duties;
- v. any person or body who has a place of business or land in the LAG's area, and in whom you have a beneficial interest in a class of securities of that person or body that exceeds the nominal value of £25,000 or one hundredth of the total issued share capital (whichever is the lower);
- vi. any contract for goods, services or works made between the LAG and you or a firm in which you are a partner, a company of which you are a remunerated director, or a person or body of the description specified in paragraph (v);
- vii. the interests of any person from whom you have received a gift or hospitality with an estimated value of at least £500; or
- viii. any land in the LAG's area in which you have a beneficial interest;
- a decision in relation to that project or business might reasonably be regarded as affecting your well-being or financial position or the well-being or financial position of a relevant person to a greater extent than the majority of other council tax payers, ratepayers or inhabitants of the LAG's area.

a relevant person is:

- a member of your family or any person with whom you have a close association; or
- any person or body who employs or has appointed such persons, any firm in which they are a partner, or any company of which they are directors;
- any person or body in whom such persons have a beneficial interest in a class of securities exceeding the nominal value of £25,000.

14.8 Disclosure of personal interests

- where you have a personal interest in any project or business of the LAG and you attend a meeting of the LAG at which the project or business is considered, you must disclose to that meeting the existence and nature of that interest at the commencement of that consideration, or when the interest becomes apparent.
- Where you have a personal interest in any project or business of the LAG which relates to or is likely to affect a person, you need only disclose to the meeting the existence and nature of that interest when you address the meeting on that project or business.

14.9 Prejudicial interest generally

- where you have a personal interest in any project or business of the LAG you also have a prejudicial interest in that project or business where the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard it so significant, such as providing matched

funding personally, or from your representative group or organisations, and is such that it is likely to prejudice your judgement of such interest.

- You do not have a prejudicial interest in any project or business of the LAG where that business:
 - i. does not affect your financial position or the financial position of a person or body;
 - ii. does not relate to the determining of any approval, consent, licence, permission or registration in relation to you or any person or body.

14.10 Effect of prejudicial interests on participation

- where you have a prejudicial interest in any business of the LAG:
 - i. you must withdraw from the room where a meeting considering the project or business is being held:
 - a) immediately after making representations, answering questions or giving evidence;
 - b) in any other case, whenever it becomes apparent that the project or business is being considered at that meeting;
- you must not seek improperly to influence a decision about that project or business.

14.11 Appraisers

- In line with the EU guidance for the Rural Development Programme, where you have carried out a project appraisal, you must declare this at a meeting considering this project:
 - (i) you may remain within the room where a meeting considering the project or business is being held; and
 - (ii) you must not vote on whether or not that project should be granted funding.
- This does not apply to you if you only carry out an environmental appraisal on the project.

SCHEDULE 1 – LAG MEMBERSHIP

1. The LAG will comprise members of the public, private and non-government organisations (NGOs), ensuring that it represents a broad range of interests across the area. Membership should reflect both the area’s geographical extent and its sectoral composition.
2. Members must live in or work in the area of benefit. Organisations working across the area but located outside it may join the LAG as “advisors” but without voting rights.
3. There must be more than 51% representation from the private/NGO sector on the LAG, and on any decision-making group, and no single interest group or business sector shall exceed 49% of the LAG or any decision-making group.
4. Expertise in all priority sectors should be represented.
5. Members must identify whether they represent themselves, as individuals, or are representing an organisation. If representing an organisation, they may nominate one named substitute who may vote on their behalf.
6. The LAG shall elect a Chairperson and vice--chair and will be reviewed annually.
7. Membership of the LAG will be reviewed at the discretion of the Chair to ensure that it is representative of the LAG area.
8. The split between Public and Private/NGO will be maintained via regular engagement and communication with the wider rural sector and utilising the networks that the LAG members are associated with. In this way it is anticipated that any deficit or gap in the LAG membership can be quickly filled.
9. Members engaged in activity related to their position on the LAG must comport themselves appropriately and respectfully in relation to other LAG members, programme staff, applicants and members of the public. Inappropriate behaviour may result in exclusion from the LAG at the discretion of the Chairperson. All members will be required to adhere to the Code of Conduct as per section 14: Conflicts of Interest.
10. Relevant training and background information related to responsibilities associated with Local Action Group membership will be made available to any members requiring this.
11. Regular attendance at meetings is required. Regular non-attendance at meetings may result in loss of a place on the LAG, at the discretion of the Chairperson.

EC LAG MEMBERS

Name	Organisation	LEADER priority theme(s) covered	Role on the LAG	Public, Private or NGO
Cllr Rachel Bailey	Cheshire East Council	All areas	Chair	Public
Annette McDonald	Reaseheath College	Farm Productivity	LEP representative	Public
Andrew Jackson	Gate Farm Enterprises	Farm Productivity, Business Development		Private

Tony Rimmer	Rostons Land Agents	Farm Productivity		Private
Lucy Rogers	Canal and Rivers Trust	Tourism, Culture and Heritage		NGO
Sheila Woolstencroft	Public Health Team	All areas		Public
Robert Parton	Aqueduct Marina	Business Development, Tourism, Culture and Heritage, Rural Services		Private
Janet Maughan	Overwater Marina	Business Development, Tourism, Culture and Heritage, Rural Services		Private
Rebecca Wainwright	Marketing Cheshire	Tourism, Culture and Heritage		Public
Julian Cobley	Cheshire East Council	Business Development		Public
Brendan Flanagan	Cheshire East Council	Tourism, Culture and Heritage		Public
Steve Wilkinson	Farmer	All areas		Private
Rose Rowland	Chartered Accountant	Farm Productivity, Business Development, Forestry		Private
Phillip Posnett	Haughton Hall	Business Development, Farm Productivity, Forestry		Private
Paul Nolan	Mersey Forest	Forestry	LEP representative	Public
Jake Thompson	Forestry Commission	Forestry		Public
John Heselwood	Cheshire Community Action	All areas		NGO
Richard Gardiner	Cheshire Wildlife Trust	Farm Productivity, Tourism, Culture and Heritage, Forestry		NGO
Rachel Bolton	Cheshire East Council	Business Development		Public
Mike Gorton	National Farmers Union	Farm Productivity		Private
Stuart Yarwood	National Farmers Union, Cheshire Association of Local Councils	Farm Productivity, Provision of Rural Services	LEP Representative	Private
Craig Bradley	RPA	All areas	Non-voting observer	Public

EC EXECUTIVE BOARD MEMBERS

12. The LAG will be supported by an Executive Board who will approve individual projects.
13. For the first year, the LAG Board will sit as the Executive Board representing the private and public sectors and Non-Government Organisations covering all priority strands.
14. The Executive Board will be managed in accordance with DEFRA/RPA requirements.
15. Meetings will be calendared on a regular basis up to 12 months in advance to allow these members to plan and attend meetings.
16. The size of the Executive Board will be determined by the LAG and will be quorum with a 51% attendance, covering specialist areas of expertise according to the projects for approval. Should a quorum not be reached then business will be deferred until the next scheduled meeting or a special meeting will be convened.
17. The Executive Board will be supported by the LEADER Programme Manager.

Draft 11th Aug 2015

SCHEDULE 2

EAST CHESHIRE LOCAL DEVELOPMENT STRATEGY 2015-2020.



East Cheshire LAG
Delivery Plan.pdf

Draft 11th Aug 2015

SCHEDULE 3

CHESHIRE EAST COUNCIL EQUALITY AND INCLUSION STATEMENT

Equality and Inclusion

"Inclusion for All"

The Council recognises that promoting equality and inclusion will improve public services for everyone. We want Cheshire East to be an area of equal opportunity, where everyone has a fair chance and people from all backgrounds take part in community life. Our aim, therefore, is to make equality an integral part of the way the Council works by putting it at the centre of everything we do. We are committed to celebrating diversity and promoting equality – as an employer, in the services we provide, in partnerships and in the decisions we make.

We have legal responsibilities relating to equality but we see these as a minimum requirement.

Equalities and the Law

Guidance on all aspects of the Equality Act and how it affects you can be found on the Equality and Human Rights Commission website. This national organisation provides information and advice about equality and diversity and produces guidance on the legal responsibilities we have to adhere to as a Council.

Cheshire East Council is committed to providing high-quality, customer-focused services for all people living in, working in or visiting the area. Promoting fairness and providing equality and inclusion is one of our important ambitions, and relates to:

- accessing the Council's services;
- accessing employment opportunities with the Council, or with its contractors who supply goods or services to the Council;
- developing policies and plans that impact upon communities and individuals.

Through all our work, we are committed to achieving the following outcomes:

- narrowing the gap between our communities;
- providing access to services for all our communities;
- understanding and reflecting the needs of all our communities;
- fostering good relations with all our communities and partners; and
- ensuring our workforce is representative of the communities it serves.

SCHEDULE 4

DELIVERY PLAN

A delivery Plan has been approved by the LAG and will be updated and exhibited here on an annual basis.

Draft 11th Aug 2015

APPENDIX 1

CONSTITUTION OF THE EC LAG/EXECUTIVE BOARD

(A) Name

The name of the group will be the East Cheshire Local Action Group (“the **EC LAG**”)/Executive Board.

(B) Function

The function of the EC LAG will be to deliver the East Cheshire Leader Programme 2015-2020 (the “**Programme**”).

The EC LAG will comply with the EC LAG Partnership Agreement (the “**EC LAG Agreement**”).

(C) Membership

- (1) Each of the Parties named in the EC LAG Agreement will appoint an individual to represent it and to vote on its behalf at meetings of the EC LAG, and may appoint an alternate to replace its appointed representative at any meeting of the EC LAG if the appointed representative is unable to attend;
- (2) Each Party will notify the name of the representative appointed by it and of any alternate to the Secretary;
- (3) Each Party will have one [1] vote to be cast by its representative;
- (4) The Programme Manager as a nominated representative of the Accountable Body may attend meetings of the EC LAG to advise only; and
- (5) The RPA Relationship Manager may attend meetings of the EC LAG to advise only.

(D) Meetings and proceedings of the EC LAG / Executive Board

- (1) The EC LAG will:
 - elect from amongst themselves a chair and a vice-chair who will act as chair and vice chair at all meetings of the EC LAG/Executive Board for a period of one [1] year (and may stand for re-election after their initial tenure);
 - appoint a secretary;
 - appoint the Executive Board in accordance with **Clause 4.1** of the EC LAG Partnership Agreement;
- (2) The EC LAG will meet as often as the EC LAG Board agree is required.
- (3) At least ten [10] working days’ notice must be given of meetings of the EC LAG.
- (4) There will be a quorum of the EC LAG when:
 - at least 51% of members are in attendance; and
 - the Programme Manager is present

- (5) There will be a quorum of the EC Executive Board when:
 - at least 51% of members are in attendance; and
 - the Programme Manager is present.
- (6) Every matter will be determined by consensus, but in the absence of such consensus will be determined by a majority of votes of the members of the EC LAG/Executive Board present and voting on the question but in the case of equality of votes the Chairman shall have a second or casting vote.
- (7) Where a matter is deemed urgent by the Chair and there is insufficient time to call a meeting the EC LAG/Executive Board may instruct the Accountable Body to carry out any of its functions providing:
 - that at least one half of the voting representatives agree in writing. For the avoidance of doubt the term 'in writing' includes email correspondence; and
 - if a voting representative is silent after ten [10] working days they will be deemed to have agreed to the proposal.
- (8) Variations to the EC LAG Agreement may only be made with the consent of all Parties including those not present and voting at the meeting. The consents may be received by email. Parties agree to silence being taken as agreement to the proposed variation three [3] weeks from the initial notice of the variation which will be sent by email to all Parties not at the meeting.
- (9) The Accountable Body must keep minutes of the proceedings at meetings of the EC LAG and Executive Board.
- (10) The EC LAG may from time to time make and alter rules for the conduct of their business the summoning and conduct of their meetings and the custody of documents. No rule may be made which is inconsistent with this constitution.
- (11) Meetings of the EC LAG will (where possible) be held at different venues within the eligible area which are accessible to all Parties to be decided upon by the EC LAG.
- (12) Meetings of the EC LAG will be held in public with the exception of the Executive Board when it is considering project applications or a complaint.

(E) Declaration of Interests

- (1) A Register of Interest will be established and updated on an ongoing basis.
- (2) Conflicts of interest will be a standing item at the beginning of each meeting agenda for both the LAG and Executive Board, and submissions will be recorded and minuted. If a conflict of interest is declared, the LAG or Executive Board member will be requested to leave the meeting for the duration of the item in question.

APPENDIX 2

PROCESS FOR ASSESSMENT OF APPLICATIONS BY THE EXECUTIVE BOARD

1. The Executive Board will approve or reject projects for funding against the following criteria:

To be determined by Operational Guidance yet to be issued – what is the score cut off?

Draft 11th Aug 2015

APPENDIX 3

PROCEDURE FOR DEALING WITH COMPLAINTS

1. Complaints will be referred to the Chairperson of the Executive Board for review.
2. A written response will be provided within ten [10] working days detailing the outcome of the review.

Draft 11th Aug 2015

APPENDIX 4

COPY OF LEADER FUNDING AGREEMENT



LEADER Funding
Agreement as issued



LEADER Funding
Agreement Process F

Draft 11th Aug 2015