

### **Core provisions within an SLA between Essex County Council (ECC) as Accountable Body and East Sussex County Council (ESCC):**

1. The provision of grants to ESCC on a scheme by scheme basis within its area.
2. Commits ESCC to all monitoring and reporting requirements that are required of ECC as Accountable Body within its grant agreement with Central Government.
3. Commits ECC as Accountable Body to making payment to ESCC on the same basis that ECC receives it from Central Government.
4. Transfers responsibility for all clawback provisions and other penalties in the grant agreement between ECC as Accountable Body and Central Government ('the Grant Agreement') to ESCC.
5. The current publicity requirements (including any branding guidelines) as defined by Government for Growth Deals must be complied with.
6. Commits ESCC to responsibility for any project overspend.
7. Agrees ESCC may vary LGF expenditure on any single project by up to 10%, provided that the overall schedule of schemes within the ESCCs programme are delivered and this does not have detrimental implications for the overall benefits realisation as set out in the individual business case.
8. All underspends in LGF expenditure on any single project in excess of 10% shall be determined by the Accountability Board and, if required, by Central Government. The inclusion of a new project shall be determined by the Accountability Board.
9. All projects within the Local Growth Deal will have had a business case that has been reviewed by the SE LEP's appointed Independent Technical Advisor (ITE), in line with the requirements specified within the SE LEP Assurance Framework, prior to approval by the Accountability Board.
10. ESCC will indemnify ECC as Accountable Body against all costs and losses arising out of, or in connection with, breach of the SLA by ESCC.
11. ESCC will provide quarterly reports to the SE LEP Secretariat in the timescales and format specified by the Secretariat and approved by the Accountable Body. By project these will include spend against target, milestones, explanation of variance.

### **Note – the National Monitoring and Evaluation Framework and the SLA:**

Although some information is already available, the SE LEP has not yet developed the metrics required under the National Monitoring and Evaluation Framework (the NME Framework') for the monitoring of individual schemes. It is accepted, however, that reporting and performance requirements set out in the NMW Framework will have to be adhered to under the SLA; this is likely to necessitate amendments being made to the SLA to capture these requirements.

The current SLA states that reporting on the anticipated outcomes (e.g. jobs) detailed in the respective project business cases will not normally be required. Nevertheless, it does stipulate that, in the absence of guidance under the NME Framework, the following should be reported:

- Cancellation of an agreed project;
- Inclusion of a project not agreed;
- Moving forward of a project previously programmed to start in later years;
- Delays to project start or end dates of more than six months;
- Changes to LGF expenditure, or to the agreed core metrics and outcomes, on any single project of more than 10%.

The SLA only names the projects it covers in the period; it does not detail project start and finish dates, milestones, spend profile, match funding or the objectives, outputs and outcomes of each project.