

APPENDIX 4

THIS Collaboration Agreement dated the _____ day of _____ 2023

BETWEEN

- (1) **TAMESIDE METROPOLITAN BOROUGH COUNCIL** of Tameside One, Market Place Ashton under Lyne OL6 6BH (Lead Partner)
- (2) **THE BOROUGH COUNCIL OF BOLTON** of Town Hall, Bolton, BL1 1RU
- (3) **METROPOLITAN BOROUGH OF BURY** of Town Hall, Knowsley Street, Bury, Lancashire, BL9 0SW
- (4) **MANCHESTER CITY COUNCIL** of Town Hall, Albert Square, Manchester, M60 2LA
- (5) **OLDHAM METROPOLITAN BOROUGH COUNCIL** of Civic Centre, West Street, Oldham, OL1 1LU
- (6) **ROCHDALE METROPOLITAN BOROUGH COUNCIL**, of Town Hall, The Esplanade, Rochdale, OL16 1AB
- (7) **THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT** of Town Hall, Edward Street, Stockport, SK1 3XE;
- (8) **TRAFFORD BOROUGH COUNCIL** of Trafford Town Hall, Talbot Road, Stretford, Manchester, M32 0TH;
- (9) **WIGAN BOROUGH COUNCIL** of Town Hall, Library Street, Wigan, Lancashire, WN1 1YN,
- (10) **SALFORD CITY COUNCIL** of Salford Civic Centre, Swinton, Manchester M27 5AW

(2) to (10) are collectively referred to as “the Partners” and (1) to (10) are collectively referred to as “the Parties”.

BACKGROUND

- (a) This Collaboration agreement (“this Agreement”) sets out the principles which shall govern the relationship between the Parties including their respective obligations and rights regarding the delivery of the Regulator’s Pioneer Funding Project ‘GM Business Compliance Service, and development of the Business Compliance Service ‘one-stop shop’ in partnership with the 10 GM districts (as more particularly described in this Agreement).
- (b) This Agreement implements a co-operation between the Parties with the aim of ensuring that public services they have to perform are provided with a view to achieving objectives the Parties have in common governed solely by considerations relating to the public interest.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

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In this Agreement, unless the context otherwise requires, a reference to:

“Confidential Information” means any information which has been designated as confidential by any Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of any Party and all personal data and sensitive personal data within the meaning of the Data Protection Act;

“Data Protection Act” means the Data Protection Act 2018

A **“Party”** means any party to this Agreement individually and **“Parties”** refers to all of the parties to this Agreement collectively. A Party shall include all permitted assigns of the Party in question;

Partner Funding means the funding made available by the Lead Partner to the individual Partners as set out in Schedule 2

“Purpose” means the purpose as described in Schedule 1

“RPF” means the Regulator’s Pioneer Fund, as led by the Department for Business & Trade.

“RPF Funding Agreement” means the separate RPF MOU made between Tameside Metropolitan Council and the Department for Business & Trade as attached at Schedule 4.

“RPF Team” means the team leading the coordination of funding from the Department for Business & Trade.

“Staff” means employees, servants or agents

“Subsidy Control Act” means the Subsidy Control Act 2022 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.

“Subsidy Control Law” means the Subsidy Control Rules and the Subsidy Control Act.

“Subsidy Control Rules” means State Aid Law, Articles 363 to 375 of the Trade and Cooperation Agreement, the World Trade Organisation Agreement on Subsidies and Countervailing Measures, Article 2 of the World Trade Organisation Agreement on Trade-Related Investment Measures and any and all applicable subsidy control rules under any current Free Trade Agreements between the United Kingdom and another state.

“Term” commences on the date of this Agreement and expires upon completion of the Purpose or earlier in accordance with this Agreement

2. PURPOSE OUTLINE AND PRINCIPLES OF THE RELATIONSHIP

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- 2.1 The Parties undertake to each other in good faith to cooperate and work collaboratively in furtherance of the Purpose of this Agreement and in so doing to perform their obligations under this Agreement and not impede any other Party in the performance of its obligations under this Agreement .
 - 2.2 The Lead Partner has entered into a Funding Agreement with The RPF Team for the receipt of funding for application towards the Purpose. Each Party acknowledges the terms of the Funding Agreement and agree to comply with this Agreement and the Partners shall provide all reasonable support to the Lead Partner to ensure compliance with its obligations under the RPF Funding Agreement. In particular, the Partners should note the obligations in relation to IPR Material and compliance with the environmental policies of the Department.
 - 2.3 In consideration of the Parties carrying out their respective obligations in this Agreement and subject to the Funding Agreement not being terminated early, the Lead Partner agrees to make Partner Funding available towards Partner's staffing and costs as set out in Schedule 2.
 - 2.4 Each of the Partners shall:
 - a) Work collaboratively to ensure delivery of the Purpose in accordance with this Agreement and the RPF Funding Agreement
 - b) Manage all financial, administrative and reporting relating to their aspects of the Purpose in accordance with this Agreement
 - c) Exercise all reasonable, care, attention and diligence in carrying out the Purpose in accordance with this Agreement (and for the avoidance of doubt the Parties must not act or omit to act in a way or manner which puts the Lead Authority in breach of any obligation under the RPF Funding Agreement)
 - d) Procure the services of its Staff in carrying out the Purpose and ensure that deliverables relating to the Purpose are produced as may be agreed in writing by the Parties.
 - e) Ensure that each member of its Staff doing work on its behalf under this Agreement:
 - is sufficiently qualified, trained, skilled and experienced in the type of work which he is to perform, exercises all due skill, care, attention and diligence in his work; and
 - shall, promptly disclose to other Parties all results and new intellectual property rights developed in the Purpose, and in any event by no later than the termination of this Agreement (however effected)
 - f) Ensure that it has appropriate financial and auditing procedures in place to manage its commitments under this Agreement and ensure that it has complied with all relevant tax implications and evidence this to other Parties if reasonably required or requested
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- g) Provide any relevant data, information, technical specifications or other assistance reasonably required by any other Party to the Purpose through its named representative subject always to the Data Protection Act 2018
 - h) Determine that they are eligible for the Partner Funding under any applicable Subsidy Control Rules and the Subsidy Control Act and that the delivery of the Project would not breach any applicable Subsidy Control Law.
- 2.5 The Partners shall provide the Lead Partner with reporting information as described in Schedule 3. The Lead Partner may from time to time request additional reporting information which the Partners shall provide within the timescales stipulated by the Lead Partner.

3. DURATION

- 3.1 This Agreement shall be effective from the date of its execution and shall continue until completion of the Purpose ("the Term") subject to earlier termination in accordance with clause 13.

4. RESOURCES

- 4.1 Save for Partner Funding in accordance with Schedule 2, the Partners shall provide such resources which are reasonable to enable them to comply with their respective obligations as they agree to so provide.

5. FURTHER ASSURANCE

- 5.1 The Parties shall promptly execute and deliver all such documents and do all such things as may, from time to time, be reasonably required for the purpose of giving full effect to the provisions of this Agreement.

6. VARIATION AND WAIVER

- 6.1 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 6.2 No delay by a Party in exercising any provision of this Agreement constitutes a waiver of such provision or shall prevent any future exercise in whole or in part.

7. SUCCESSORS AND ASSIGNS

- 7.1 The agreements reached between the Parties pursuant to this Agreement shall continue for the benefit of their respective successors and assigns.
- 7.2 A Party cannot assign, sub-contract or in any other way dispose of this Agreement or any part of it to any person, firm or company without the prior written consent of the other Party.
- 7.3 Any assignment or transfer or subcontract shall not relieve the Parties of any of their obligations or duties under this Agreement.
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8. NOTICES

- 8.1 Any notice or other communication required to be given under this Agreement , shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each Party required to receive the notice or communication to the addresses as set out above, or as otherwise specified by the relevant Party by notice in writing to each other Party.
- 8.2 Any notice or other communication shall be deemed to have been duly received:
- 8.2.1 if delivered personally, when left at the address and for the attention of the contact referred to in clause 8.1; or
 - 8.2.2 if sent by pre-paid first-class post or recorded delivery, at 11.00 am on the second business day after posting; or
 - 8.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 8.3 A notice or other communication required to be given under this Agreement shall not be validly given if sent by e-mail.
- 8.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

9. CONFIDENTIALITY

- 9.1 Each Party acknowledges that pursuant to this Agreement they will each disclose Confidential Information to the Lead Partner (who in turn shall share information with the RPF Team) and the Partners. In consideration of the provision of such Confidential Information, each Party undertakes to the other Party:
- 9.1.1 to keep secret and confidential all Confidential Information disclosed to it, (including its employees, servants, agents or advisers) by or on behalf of the other in relation to the agreement or the business of the other Party which is of a confidential nature and not to use such Confidential Information for any purpose other than for the purposes of this Agreement; and
 - 9.1.2 not to disclose to any third party (other than its professional advisers or as required by law or any competent regulatory authority) any such Confidential Information other than that which comes into the public domain other than by breach of the undertakings contained in this clause 9.
- 9.2 These confidentiality undertakings shall subsist indefinitely so far as permissible by law.
- 9.3 The obligations of confidentiality set out in this clause 9 shall not apply to information already known to any Party (other than through a breach of a confidentiality undertaking), or derived independently of that received under or in connection with this Agreement by any Party, information in the public domain or information required to be disclosed by law.
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10. INFORMATION

- 10.1 Each Party acknowledges that the other Parties is 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 Party as necessary to comply with these requirements.
- 10.2 In responding to a request for information, including information in connection with the Purpose, each Party will use reasonable endeavours to consult with the other Party. Notwithstanding this each Party acknowledges that the other Party may disclose information without consultation, or following consultation, having taken their views into account.
- 10.3 Each Party shall ensure that all information produced in the course of the Purpose or relating to this Agreement is retained for disclosure and shall provide all necessary assistance as reasonably requested to enable any other Party to respond to a request for information within the time for compliance and shall permit the other Party to inspect copies of such records as requested from time to time.
- 10.4 Each Party acknowledges that any statutory and other constraints on the exchange of information will be fully respected, including the requirements of the Data Protection Act 1998 and the Human Rights Act 1998.

11. LIMITATION OF LIABILITY

- 11.1 No Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or that of its employees, servants or agents.
 - 11.2 Subject to clause 11.1 no Party will be liable to any other Party for:
 - a) any indirect, special or consequential loss or damage; or
 - b) any loss of profits, turnover, business opportunities or damage to reputation or goodwill (whether direct or indirect).
 - 11.4 If the Lead Partner incurs a loss arising out of or in connection with the Purpose and/or this Agreement and/or the RPF Funding Agreement as a consequence of any act or omission of any Partner(s) which constitutes negligence, fraud or a breach of contract in relation to this Agreement or the RPF Funding Agreement, then such Partner(s) shall be liable to the Lead Partner for that loss and shall indemnify the Lead Party (to the extent that the acts or omissions of that Partner contributed to the relevant loss). For the avoidance of doubt this provision includes where a Partner has caused the Lead Partner to be in breach of an obligation under the RPF Funding Agreement, which results in the RPF Team enforcing any of its rights under the RPF Funding Agreement against the Lead Partner.
 - 11.5 Clause 11.4 shall only apply to the extent that the acts or omissions of one Party contributed to the relevant loss. Furthermore, it shall not apply if such act or omission
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occurred as a consequence of that Party acting in accordance with the instructions or requests of the other Party.

- 11.6 Each Party shall ensure that they maintain policies of insurance in respect of all potential liabilities arising from this Agreement.

12. TERMINATION

- 12.1 Any Party may terminate its participation in the Purpose or this Agreement by a minimum of six (6) months prior notice in writing to the other Party. For the avoidance of doubt this Agreement shall continue notwithstanding the withdrawal of a Partner.
- 12.2 On termination of this Agreement in accordance with this clause 13, each Party shall return the pre-existing information or materials to the Party that provided the information.
- 12.3 In the event of termination where liabilities on the Purpose are still outstanding, those liabilities will survive the termination of this Agreement and will be discharged by the Parties in proportion to their respective liabilities under this Agreement .

13. ANNOUNCEMENTS

- 13.1 The Parties shall not make, or permit any person to make, any public announcement concerning the Purpose (whether before, at or after completion) except as required by law or with the prior written consent of the other Party.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 14.1 The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

15. GOVERNING LAW

- 15.1 This Agreement and all disputes or claims arising out of or in connection with the activities of the Parties in delivering the Purpose shall be governed by and construed in accordance with the laws of England.

16. PARTNERSHIP

- 16.1 Nothing in this Agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between any of the Parties to this Agreement.

17. PRECEDENT

- 17.1 This Agreement in no way creates a precedent for any further contracts between the Parties to this Agreement.

18. WHOLE AGREEMENT & STATUS

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- 18.1 This Agreement contains the whole agreement between the Parties and supersedes all previous communications, representations, or arrangements whether written or oral.
- 18.2 Nothing in this Agreement will prejudice, conflict with or affect the exercise by any Party of any of its statutory functions, duties, powers, rights, responsibilities and obligations arising or imposed under any legislative provision, enactment, byelaw or regulation whatsoever, nor will it fetter the exercise of any discretion. Nothing in this Agreement will operate as a statutory approval, consent, license or waiver by any Party.

19. SEVERABILITY

- 19.1 If any part of this Agreement is found by a court, tribunal or other competent body having jurisdiction to be invalid, unlawful or unenforceable, then that part will be severed from the remainder of this Agreement, the remaining provisions of which will continue to be valid and enforceable to the fullest extent permitted by law. The Parties will negotiate in good faith to amend such provision so that it is valid, lawful and enforceable.

20. COSTS

- 20.1 Each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement.

21. COUNTERPARTS

- 21.1 This Agreement may be signed in any number of counterparts, each of which when signed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute a single agreed agreement. Transmission of a signed counterpart of this Agreement by email in PDF format shall take effect as delivery of a signed counterpart of this Agreement. If this method of delivery is adopted, without prejudice to the validity of the agreement so made, the Parties shall provide each other with the original of such counterpart as soon as reasonably practicable.

Each Party hereby confirms its agreement to the terms contained in this Agreement.

SCHEDULE 1

PURPOSE

The ten Greater Manchester local authority regulatory teams have always been keen to expand its business advice and support service to businesses which may not be able to access a primary authority partnership. As a result Tameside Council, on behalf of the ten GM local authorities, submitted a successful application for £503,728 to create a Business Compliance Service; the project will commence from 1st October 2023.

The Business Compliance Service will target new and existing GM businesses and provide them with regulatory advice and support across environmental health, trading standards and licensing. In brief, it will:

- Recruit an apprentice/student Business Compliance Officer to each LA – funded by the RPF for 18-months.
- Create mini-projects in each LA that support local business compliance.
- Create a central GM business compliance website with a repository of self-help documents and videos.
- Proactively contact all new businesses to check their understanding of what they need to do to ensure they comply with relevant regulations, as well as providing a one-stop shop for business seeking compliance advice and support. They will also target specific business in the event of new legislation or targeted campaigns.
- Complete the Regulatory Compliance Officer apprenticeship or Environmental Health Practitioner qualification depending on the role undertaken.
- Officers employed by each local authority would spend the remaining time in the LA, shadowing and learning from officers in order to gain a variety of experience.

As well as helping businesses, the funding will also help GM local authorities to help create a long-term, sustainable solution to overcome its workforce sustainability issues, particularly prominent in environmental health and trading standards.

Depending on the type of qualification undertaken by the Business Compliance Officer, each local authority will be required to pay for the final 6-months salary (£14,750 per authority for those undertaking a Regulatory Compliance Officer Apprenticeship) as well funding the apprenticeship levy (£6000 for a Regulatory Compliance Officer Apprenticeship) or the Environmental Health Practitioner registration (£649).

The senior responsible officer (SRO) for the project is Julian Jackson at Tameside Council.

The main work packages outlined in the RPF Application form were as follows:

- Business Compliance Service, providing reactive & proactive regulatory advice & support.
 - Website Development – useful contacts, meet the regulators, suite of self-help information.
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- Interactive and/or e-learning training programmes/events bringing together regulators and businesses.
- Virtual back catalogue of 'how to' videos to allow business to help themselves.
- A new suite of self-help business compliance services - documents, guides and welcome packs - for GM businesses covering environmental health, trading standards and licensing.

The aim of these work packages is to achieve the following impact/outcomes:

- Provision of a free consistent regulatory and compliance signposting service for businesses across Greater Manchester.
- Improvement in perception of regulators as an aid to growth & innovation rather than a barrier.
- Saving business time & money by helping them get regulation right first time and enable them to create new innovative products, services and solutions in Greater Manchester.
- Improvement in compliance for new & existing businesses.
- Ensuring that regulatory compliance becomes an integral part of business planning and success.
- Training and development of Business Compliance Officers.

Annex A – Project Plan submitted as part of application form for RPF.

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SCHEDULE 2

PARTNER FUNDING

Staffing

The Lead Partner will receive £503,708 from the RPF and disseminate as set out in the RPF Project financial information (Annex B). Each party will use part of the funding to apply for an officer who will work at least two-days a week within the central Business Compliance Service. Parties have agreed to recruit officers direct to their local authority and will either put them through the Regulatory Compliance Officer Apprenticeship or Environmental Health Practitioner registration.

The Lead Partner will make up to a total of £46,092.87 available to each partner for the duration of the 18-month funded project. This is a contribution towards salary and on-costs and additional training costs, overheads, IT equipment and mileage as required. The funding must be used for these purposes. The funded period will begin no earlier than 1st October 2023 and cease on 31st March 2025.

The table below sets out the Lead Partner's funding commitment. In the event that a Partner wishes to propose engaging different staffing using the fund (for example they are unable to engage the relevant type of staffing), the Partner shall seek the Lead Partner's agreement in writing prior to implementing any change. Any change without the Lead Partner's agreement will be at the Partner's own cost and risk.

The Lead Partner agrees to provide the following amounts:

<u>Partner</u>	<u>Funding</u> <u>23/24</u>	<u>Funding</u> <u>24/25</u>	<u>Staffing description</u>
Bolton Council	£16, 763.25	£26,629.62	Environmental Health Graduate (to be put through the Environmental Health Practitioner Registration)
Bury Council	£16, 763.25	£26,629.62	Business Compliance Officer (to be put through the Regulator's Compliance Officer Apprenticeship)
Manchester City Council	£16, 763.25	£26,629.62	Environmental Health Graduate (to be put through the Environmental Health Practitioner Registration)
Oldham Council	£16, 763.25	£26,629.62	Business Compliance Officer (to be put through the Regulator's Compliance Officer Apprenticeship)
Rochdale Council	£16, 763.25	£26,629.62	Business Compliance Officer (to be put through the Regulator's Compliance Officer Apprenticeship)
Salford City Council	£16, 763.25	£26,629.62	Environmental Health Graduate (to be put through the Environmental Health Practitioner Registration)
Stockport Council	£16, 763.25	£26,629.62	Business Compliance Officer (to be put through the Regulator's Compliance Officer Apprenticeship)
Tameside Council	£16, 763.25	£26,629.62	Environmental Health Graduate (to be put through the Environmental Health Practitioner Registration)
Trafford Council	£16, 763.25	£26,629.62	Business Compliance Officer (to be put through the Regulator's Compliance Officer Apprenticeship)

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Wigan Council	£16, 763.25	£26,629.62	Environmental Health Graduate (to be put through the Environmental Health Practitioner Registration)
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Payments

Payment(s) shall be made as follows:

Salary and on-costs and additional training costs, overheads, IT equipment and mileage as required on a monthly basis in arrears.

The first payments shall be made from November 2023 subject always to the Lead Partner being in receipt of the respective RPF in accordance the Funding Agreement from the RPF.

Payments shall only be made in respect of eligible expenditure. Any other expenditure is at the partner's own cost.

Payment(s) shall be subject to:

- Provision of bank details
- Partner signing this Agreement
- Provision of sufficient evidence demonstrating spend (put in reporting)

Annex B – financial information submitted as part of RPF application form.

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SCHEDULE 3

REPORTING

In line with requirements from the RPF Team, the Lead Partner will provide monthly progress reports and financial forecast for the project throughout its duration. These reports will provide a progress summary, update on work packages and deliverables, project timelines, risks and mitigations, and an update on the project team and personnel. Partners will support the preparation of these reports by providing such information to the Lead Partner as is necessary for the Lead Partner to fulfil its commitment in the RPF Team. Partners will provide this information in reasonable time for the monthly report to be prepared.

Each month, the RPF Team require a full breakdown of costs associated with the project (to be claimed back through RPF) as well as any match-funding contribution. Examples of the information required are provided below:

Period of claim: (Month) 202X to (Month) 202X					
Claim No:					
<i>Please itemise the different elements of your claim on individual rows (please see worked example)</i>					
Period	Grant claimed this period	VAT	Activities undertaken and Eligible Expenditure incurred (including consultant cost)	Evidence provided in support	Total Grant claimed this period (including VAT)
	(excluding VAT)				
Totals					

Approved Match Funding (Optional)		
Items	Budget (£)	Project spend (£)
		Period (i.e. 01/01/2023)
		(£)

In addition to the financial information, Partners will be required to provide any information that may assist in assessing the impact of the Project. This could include data that helps to evaluate whether the new service has improved compliance in the local authorities, for example (but not exclusively) the number of enforcement notices served before and after the service has launched, the number of businesses achieving a level 5 food hygiene rating before and after the service has launched.

In addition to these quarterly reports, the RPF team may also require that the Lead Partner provides relevant information where needed in response to reasonable requests from RPF or from an independent evaluator acting on behalf of RPF.

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Partners will support the Lead Partner to respond to these reasonable requests from the RPF Team or an independent evaluator, by providing such information to the Lead Partner as is necessary for the Lead Partner to fulfil its commitment to the RPF Team.

The Partners acknowledge that a RPF evaluation with a view to sharing findings, learnings and conclusions from the Project will be shared with the RPF Team and its external evaluation partner. The Partners consent to the final RPF evaluation report and individual project case studies being published on GOV.UK.

SCHEDULE 4

Memorandum of Understanding between Tameside Council and the Department for Trade and Business (Secretary of State for Science, Innovation and Technology)

[Draft as at 24.05.23]

Memorandum of Understanding

The Secretary of State for Science, Innovation and Technology has determined under Section 31 of the Local Government Act 2003 that a grant of up to **£503,728 (five hundred and three thousand, seven hundred and twenty-eight pounds)** (“the **Grant**”) should be paid to Tameside Council. (Grant Determination Reference: 31/xxx)

The Treasury has consented to payment of the Grant.

Tameside have determined that they are eligible for the Grant under any applicable subsidy control requirements (and have obtained as appropriate its own legal advice to verify that eligibility) and that delivery of the project outlined at Annex A (“the Project”) would not breach any applicable subsidy control requirements.

Purpose of the MOU

The purpose of the MOU is to formalise the working relationship and expectations relating to the payment of the Grant from the Department to Tameside Council for the Project.

This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations.

About the Grant

1. The Secretary of State has determined that the grant be paid based on the following understanding:
 - a) The maximum amount of Grant offered is up to £503,728 (five hundred and three thousand, seven hundred and twenty-eight pounds).
 - b) The Grant is provided for the purposes of delivering the Project.
 - c) The grant only covers capital expenditure relating to the Project and may be used only for the purposes that a capital receipt may be used for in accordance with regulations made under section 11 of the Local Government Act 2003.
 - d) The Grant will be used to contribute only to:
 - a. Pre-Project Eligible Expenditure reasonably incurred by Tameside in undertaking the Pre-project Funded Activities from 1 April 2023, when Pre-Project Funded Activities must start, to 30 September 2023, when Pre-Project Funded Activities must end;
 - b. Eligible Expenditure reasonably incurred by Tameside in undertaking the Funded Activities from 1 October 2023, when Funded Activities must start, to 31 March 2025, when Funded Activities must end.
 - e) Under no circumstances will the Grant used to be cover Ineligible Expenditure.
 - f) Tameside may not make any changes to the Pre-Project Funded Activities (if applicable) or the Funded Activities.
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- g) If the Department wants to make a change to the Pre-Project Funded Activities (if applicable) or the Funded Activities (including for example reducing the Grant or removing some of the Pre-Project Funded Activities or the Funded Activities from the Grant) it may do so by written notice to Tameside.

Grant claims

- a) Grants will be paid in Financial Years 2023/24 and 2024/25 and paid in instalments in accordance with the payment schedule provided by the Department, in arrears and on a reimbursement basis. No payments will be made after 31 March 2025.
- b) To make a claim, unless alternative arrangements have been agreed, Tameside should send the following to the Department by no later than 20th of each month:
- a. Evidence of costs/payments as the Department may require (e.g. receipts and invoices or any other documentary evidence)
 - b. A completed copy of the bank details form provided by the Department;
 - c. A signed declaration by Tameside's Senior Responsible Officer in the following terms:

*"We have complied with the terms and conditions of the Grant. To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the conditions attached to [insert name of grant determination] No 31/**** have been complied with.*

I confirm that I have considered the information and evidence provided in support of this Grant claim, and the terms and conditions of the Grant and that: the information and evidence is complete, true and accurate. If I give information which I know is not correct or complete, I understand that action may be taken against me"

- d. A monthly spending forecast for the remaining Grant period;
 - e. A short progress report on the delivery of Project, which will be used for monitoring and evaluation purposes and will include updates on the progress made towards any applicable targets, risks and mitigation plan, and next steps;
 - f. Details of any Assets acquired or improved using the Grant; and
 - g. Any other documentation requested from the Department.
- c) Payment of the Grant will be made within 30 days of the Department approving the claim. If any money has been given to Tameside in error it will promptly repay such money to the Department.
- d) It is for Tameside (and not for the Department) to pay any third party and/or subcontractors used in relation to the Project.
- e) Tameside will not retain Unspent Monies without first obtaining permission from the Department. If at the end of a financial year there is any Unspent Monies, Tameside will repay that to the Department within 30 days of the Department's request for repayment.
- f) Tameside has disclosed the details of any and all Match Funding to the Department and (if applicable) the Department has approved that Match Funding. Match Funding received will be reported to the Department using the template provided by the Department so the Department knows the total funding Tameside has received and the details of what that Match Funding has been used for. If any further Match Funding is contemplated, Tameside will notify the Department prior to receiving any of it and seek approval for accepting it.
- g) Tameside has neither applied for nor obtained, and will neither apply for nor obtain, Duplicate Funding.

Governance

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- h) Tameside will appoint an Accountable Officer and will notify the Department of the identity of that person. If that person is not the Senior Responsible Officer, Tameside will seek approval from the Department. The Accountable Officer will be responsible for:
 - a. Maintaining oversight over the use of the Grant;
 - b. Ensuring the Grant is used as per the understanding in this MoU and advising Tameside on the discharge of its responsibilities more generally, including any subsequent understandings reached by Tameside and the Department
 - c. Safeguarding, controlling and ensuring the efficient, economical and effective management of the Grant;
 - d. Ensuring that principles of probity, robust governance, transparency and value for money are maintained at all times in relation to the Grant;
 - e. Signing the accounts relating to the Grant, ensuring that they are properly prepared and presented and that proper accounting records are maintained in a form that complies with generally accepted accounting practices to which Tameside are subject;
 - f. ensuring that conflicts of interest are avoided.
- i) Prior to payment of any of the Grant being made, Tameside will complete the Confirmation of Bank Details and Signatories (which must be the SRO or someone with proper delegated authority) using the template provided by the Department.
- j) Tameside will notify the Department of:
 - a. Any actual or potential instances where it is unable to act in accordance with this MoU e.g. due to administrative, financial or managerial difficulties;
 - b. Any change in circumstances which mean it may no longer be eligible for the Grant under subsidy control rules and, if requested by the Department, will provide all relevant documents and information to enable the Department to verify its assessment of eligibility is robust;
 - c. Any actual or potential variations to the Pre-Project Eligible Expenditure or Eligible Expenditure and/or any event which materially affects the continued accuracy of such information.

Auditing and assurance

- k) The Department may, at any time during and up to six years after the end of the Project, conduct additional audits or ascertain additional information and Tameside will provide the Department (or its representatives) with the necessary access to relevant sites and records. Such access rights will be explicitly included within Tameside's arrangements with any subcontractors.
- l) Tameside will identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report and maintain a record of internal financial controls and procedures and provide the Department with a copy if requested.
- m) Tameside will retain all invoices, receipts, accounting records and any other documentation (including correspondence) relating to: (i) the Pre-Project Eligible Expenditure and the Eligible Expenditure; (ii) income generated by the Funded Activities during the Funding Period for a period of seven years from the date on which the Funding Period ends.
- n) Tameside will ensure any subcontractors retain each record, item of data and document relating to the Pre-Project Funded Activities (if applicable) and the Funded Activities for a period of six years from the date on which the Funding Period ends.
- o) Tameside will promptly provide revised forecasts of income and expenditure when these forecasts increase or decrease by more than 5% of the original expenditure forecasts and/or at the request of the Department.

Monitoring and evaluation

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- p) Tameside will closely monitor the delivery and success of the Project throughout to ensure the aims and objectives are achieved. It will collaborate with the Department e.g. by providing any information required or access to it so that the Department can check that the Grant has been used as agreed.
- q) Tameside will participate in the Regulators' Pioneer Fund evaluation with a view to sharing findings, learnings and conclusions from the Project with the Department and its external evaluation partner. The final RPF evaluation report and individual project case studies will be published on GOV.UK.
- r) As part of the evaluation process, Tameside will:
 - a. Provide short monthly progress reports (as described at paragraph b)e above) and attend any monitoring meetings with the Department;
 - b. Take part in interviews organised by the independent evaluation partner and provide information about their project's progress, aims and objectives, and the lessons learned and expected long-term benefits. The evaluation partner may use this information to produce a case study for the project;
 - c. Produce a final project report outlining achievements, lessons learned and next steps (if relevant). Additional guidance on the content of the report will be provided by the Department;
 - d. Provide details of project stakeholders and/or businesses who may also be interviewed by the independent evaluation partner.

Confidentiality and use of information

- s) Where one party notifies the other that information is confidential, it will be treated as such and will not be disclosed without prior written consent except:
 - a. To such persons (including contractors or consultants) who are directly involved in the Project or are engaged by the Department who need to know the information provided they agree to keep it confidential and not disclose it further;
 - b. As required by any applicable law.
- t) Nothing in the paragraph above, will prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under this MoU in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's confidential information or an infringement of the other Party's Intellectual Property Rights.
- u) Where requested, either Party will provide reasonable assistance and cooperation to enable the other Party to comply with any information disclosure obligations under the Information Acts.
- v) Where required acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, either Party may disclose information concerning the other Party, and this MoU, without consulting the other Party.
- w) Either Party will take reasonable steps to notify the other Party of a request for information to the extent permissible and to the extent reasonably practicable.

Intellectual Property

- x) Tameside will grant the Department a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material for the purpose of supporting the Project and other RPF projects.

Environment

- y) Tameside will deliver the Project in accordance with the Department's environmental policy e.g. conserving energy, water, wood, paper and other resources, reducing waste, phasing out the use of ozone depleting substances, minimising the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, paying due regard to the use of recycled products (provided not detrimental to delivery of the Project) and taking precautions to ensure that any equipment
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- and materials used in the Project do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable, in which case the Department should be notified in advance of their use.
- z) Tameside will endeavour to reduce fuel emissions wherever possible.

Assets

- aa) Tameside and the Department shall agree any plans to purchase or improve any Fixed Assets. Assets purchased with Grant funding must only be used for delivery of the Pre-Project Funded Activities (if applicable) or the Funded Activities.
- bb) Tameside must keep a register of all Fixed Assets acquired or improved, wholly or partly using the Grant. The format of such register will be provided by the Department.
- cc) Where Tameside uses any of the Grant to develop, improve or purchase any Assets, it must ensure that the Assets are maintained in good condition over the Asset Owning Period.
- dd) Unless the Department agrees otherwise, assets purchased or improved using the Grant shall be owned by the Department and the Department will determine the outcome of any such Asset or any Asset created during the Project through the use of the Grant.
- ee) Tameside will not effect the disposal, sale, transfer of, or any interest in, any Assets that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with the Grant unless that has been agreed with the Department. Upon such disposal etc., Tameside shall hold the proceeds on trust for the Department;
- ff) Tameside will not create any charge, legal mortgage, debenture or lien over any Asset unless that has been agreed with the Department.

Losses, gifts and special payments

- gg) Tameside will keep a record of all gifts, both given and received, in connection with the Grant or any Pre-Project Funded Activities (if applicable) or Funded Activities.
- hh) In connection with this MoU, Tameside will obtain the Department's written consent before:
- Writing off any debts;
 - Offering to make any Special Payments;
 - Giving any gifts;
 - borrowing or lending money from any source in connection with the Project;
 - giving any guarantee, indemnities or letters of comfort that relate to the Project, or have any impact on Tameside's ability to deliver the Project.

Publicity

- ii) The Department may publicise in the press or any other medium:
- the Grant and details of the Pre-Project Funded Activities (if applicable) and the Funded Activities using any information gathered from Tameside's initial Grant application;
 - any monitoring reports submitted to the Department;
 - A final report and a case study of the project related to the Pre-Project Funded Activities (if applicable) and the Funded Activities.
- jj) Tameside will facilitate visits, provide reports, statistics, photographs and case studies that will assist the Department in its promotional and fundraising activities relating to the Project.
- kk) Tameside will seek permission from the Department:
- prior to publicising, carrying out promotional activities or disseminating information concerning the Regulators' Pioneer Fund;
 - prior to any proposed expenditure on advertising, communications, consultancy or marketing either in connection with, or using the Grant. Evidence should be provided that any such

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proposed expenditure would deliver measurable outcomes that meet government objective to secure value for money.

VAT

- ll) If VAT is held to be chargeable in respect of the Grant, all payments shall be deemed to be inclusive of all VAT and the Department will not be obliged to pay any additional amount by way of VAT.
- mm) All sums or other consideration payable to or provided by Tameside to the Department at any time will be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, Tameside will at the same time or as the case may be on demand by HMRC in addition to such sums, or other consideration, pay to HMRC all the VAT so payable upon the receipt of a valid VAT invoice.

Code of Conduct for grant recipients

- nn) Tameside will take account of the [Code of Conduct](#), which includes ensuring that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- oo) Tameside will immediately notify the Department if becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct.

Dispute resolution and liability

- pp) The Parties will use all reasonable endeavours to resolve in good faith and amicably, and complaint or dispute that arises under this MoU.
- qq) All complaints and disputes in relation to this MoU should be referred in the first instance to the following contacts:
 - a. For Tameside:
 - b. For the Department:
- rr) If that does not achieve a resolution, the issue should be escalated to the Accountable Officer/Senior Responsible Officer of the Parties.
- ss) The Department accepts no liability for any consequences, whether direct or indirect, that may come about from Tameside delivering/running the Pre-Project Funded Activities (if applicable) or the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant.

Termination

- a) Either Party may terminate the arrangement set out in this MoU at any time giving at least 3 months' written notice. If the Department terminates, it may choose to (but is not obligated to) pay what it determines are Tameside's reasonable costs in respect of the delivery of the Funded Activities performed up to the termination date. The Department will not be required to pay any of Tameside's costs or those of any contractor/supplier of Tameside related to any transfer or termination of employment of any employees engaged in the provision of the Pre-Project Funded Activities (if applicable) or the Funded Activities.
 - b) Where the delivery of the Project is not proceeding to the expectations of the Department, the Parties will agree a remedial action plan. That will set out the details of what is expected and the agreed steps to be taken to rectify the situation (including the relevant timescales).
 - c) The Grant may be reduced, suspended, withheld, required to be repaid and/or terminated by the Department if any of the following apply:
 - a) The Grant is used for something other than for the purposes that a capital receipt may be used for in accordance with regulations made under section 11 of the Local Government Act 2003;
 - b) Tameside uses the Grant for a purpose other than for the Project;
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- c) Tameside fails to comply with its obligations under the MoU, which is material in the opinion of the Department;
 - d) If applicable, where delivery of: (a) the Pre-Project Funded Activities; (b) the Funded Activities; do not start within two weeks of the agreed commencement date and no satisfactory explanation for the delay has been provided, or no alternative commencement date(s) agreed with the Department;
 - e) Tameside uses the Grant for Ineligible Expenditure;
 - f) Tameside fails, in the Department's opinion, to make satisfactory progress with the Pre-Project Funded Activities (if applicable) or the Funded Activities and in particular, with meeting any agreed outputs;
 - g) Where applicable:
 - i. Tameside fails to submit a remedial action plan within the time requested by the Department; or
 - ii. A remedial action plan cannot be agreed; or
 - iii. The remedial action plan is not implemented within a reasonable time to the satisfaction of the Department; or
 - iv. the remedial action plan does not result in improvements to the delivery of the project to the satisfaction of the Department within a reasonable time;
 - h) Tameside is, in the opinion of the Department, delivering the Project in a negligent manner;
 - i) Tameside fails to declare any Duplicate Funding or Match Funding as required under this MoU;
 - j) Tameside receives funding from a third party which, in the opinion of the Department, undertakes activities that are likely to bring the reputation of the Project or the Department into disrepute;
 - k) Tameside provides the Department with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Department considers to be significant;
 - l) Tameside breaches the Code of Conduct and/or fails to report an actual or suspected breach of the Code of Conduct by Tameside or its Representatives;
- d) Following termination, all Unspent Monies (other than those irrevocably committed in good faith before the date of termination, in line with this MoU and approved by the Department as being required to finalise Pre-Project Funded Activities (if applicable) or the Funded Activities) shall be returned to the Department within 30 days of the date of receipt of a written notice of termination.

B. Definitions

2. In this MoU, except where the context otherwise requires:

Asset means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context, and Assets will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in Tameside's accounts;

Duplicate Funding means funding provided by a third party to Tameside, which is for the same purpose for which the Grant was made, but has not been declared to the Department;

Eligible Expenditure means expenditure incurred by Tameside during the Funding Period for the purposes of delivering the Funded Activities comprising costs incurred/payments made for the purposes of: giving evidence to Parliamentary Select Committees; attending meetings with government ministers

APPENDIX 4

or civil servants to discuss the progress of a taxpayer funded grant scheme; responding to public consultations, where the topic is relevant to the objectives of the Funded Activities; providing independent, evidence based policy recommendations to local government, departments or government ministers, where that is the objective of a taxpayer funded grant scheme, for example, ‘What Works Centres’; providing independent evidence based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant; publishing and publicising the results of research paid for using taxpayer funded grants; hosting science and research communication events, for example, science festivals, Royal Society’s Summer Science Exhibition, visits, breakfasts, dinners or receptions, seminars, the use of newsletters and campaigns, and sharing information with Parliament to expound greater understanding of research outcomes or launch a research project or equipment; working with or through a third party organisation or commercial partners, which are not professional lobbying organisations, to conduct, communicate or publish research findings and inform policy; contributing expert scientific and academic advice to inform government policy and funding or make the case for science; and developing proposals for future research grants.

Fixed Assets means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, constructed in connection with the Pre-Project Funded Activities (if applicable) or the Funded Activities;

Funded Activities means the activities set out in Annex A to take place during the Funding Period;

Funding Period means 1 October 2023, when Funded Activities must start, to 31 March 2025, when Funded Activities must end;

Ineligible expenditure means expenditure incurred by Tameside which is not Pre-Project Eligible Expenditure (if applicable) or Eligible Expenditure including costs incurred/payments made for the purposes of: lobbying other people to respond to any consultation (unless explicitly permitted by the Department); paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity, or attempting to influence legislative or regulatory action; using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant; using the Grant to petition for additional funding; expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy; input VAT reclaimable by Tameside from HMRC; payments for activities of a political or exclusively religious nature; interest payments or service charge payments for finance leases; gifts; statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs; payments for works or activities which Tameside, or any member of their Partnership has a statutory duty to undertake, or that are fully funded by other sources; bad debts to related parties; payments for unfair dismissal or other compensation; depreciation, amortisation or impairment of assets owned by Tameside; and liabilities incurred before the signing of this MoU.

Information Acts means (i) the GDPR, and any applicable implementing Law as amended from time to time; (ii) the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy; (iii) all applicable Law relating to the processing of Personal Data and privacy; and (iv) (to the extent that it applies) the EU GDPR; (v) the Freedom of Information Act 2000 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; (vi) the Environmental Information Regulations 2004; all as amended from time to time;

Intellectual Property Rights or IPRs means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade

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marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by Tameside or its Representatives in relation to the Pre-Project Funded Activities during the Pre-Project Funding Period (if applicable) and the Funded Activities during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Match Funding means any contribution to the Pre-Project Funded Activities (if applicable) or the Funded Activities from a third party to Tameside to meet the balance of the Pre-Project Eligible Expenditure (if applicable) or the Eligible Expenditure not supported by the Grant;

Pre-project Eligible Expenditure means payments/costs supporting recruitment activities which have been reviewed and approved by the Department;

Pre-project Funded Activities means the activities set out in Annex A to take place during the Pre-Project Funding Period;

Pre-project Funding Period means 1 April 2023, when Pre-Project Funded Activities must start, to 30 September 2023, when Pre-Project Funded Activities must end;

Representatives means any of the Parties' duly authorised directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure by Tameside to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Tameside's employees;

Unspent Monies means any monies paid to Tameside in advance of its Pre-Project Eligible Expenditure (if applicable) or Eligible Expenditure, which remains unspent and uncommitted at the end of the Financial Year, the Pre-Project Funding Period (if applicable), the Funding Period or because of termination or breach of these Conditions.

ANNEX A

GRANT RECIPIENT'S [GRANT APPLICATION]

Lead applicant's name: Nick Reddrop

Regulatory functions undertaken: Trading Standards, Environmental Health, Licensing

Project title: Greater Manchester Business Compliance Service

Project start date: 01/09/2023

Project duration: 18-months

Confirmation of eligibility to receive subsidies for your project: Confirmed

1.1 Project summary

Describe your project briefly and be clear about what makes it an innovative and an innovation-supporting venture. Set out the challenge you wish to tackle and what the intended gains and learnings from your project will be and for whom. Explain how your proposed project reflects the purpose of the RPF programme. Your summary should be accessible and clear to a person who is not a specialist in your sector or field. List any organisations you have identified as partners or subcontractors. Your answer may be up to 400 words long. **If your proposal does not reflect the eligibility criteria of the RPF programme, it will be rejected and not be sent for assessment.** We will provide feedback. Regulatory teams across the country are struggling to provide the business support service needed, instead they have focused their limited resources on levelling the business playing field by enforcing against those that don't comply.

In Greater Manchester (GM), we recognise the need to provide businesses with a consistent level of regulatory compliance advice and support, so that their time is freed up to create innovative products or services and to deliver innovative new processes that deliver growth and jobs to help the local economy prosper.

GM's new Business Compliance Service will provide a central hub of regulatory officers, available five-days a week to answer regulation and compliance questions from our local businesses. The Business Compliance Service will build on the success of Greater Manchester's Regulatory Centre of Excellence (GMRCE), which provides a hub for businesses. Regulatory teams across the country are struggling to provide the business support service needed, instead they have focused their limited resources on levelling the business playing field by enforcing against those that don't comply.

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GM's new Business Compliance Service will provide a central hub of regulatory officers, available five-days a week to answer regulation and compliance questions from our local businesses. The Business Compliance Service will build on the success of Greater Manchester's Regulatory Centre of Excellence (GMRCE), which provides a hub for businesses wishing to access primary authority services. Our new Business Compliance Service will provide a unique service to businesses of all sizes across ten different authorities with the skills to provide signposting advice and support in regulatory areas including environmental health, trading standards and licensing.

The service will adapt and flex depending on the need of the local business community, for example providing additional support in the event of new legislation or new opportunities as a result of Brexit. Businesses often don't know what they need to know in terms of regulation when they first start-up. Therefore, alongside the helpline, we will also proactively contact businesses across GM to explain what they need to comply and provide signposting to trusted sources of advice. This will include, for example, providing food and drink businesses with an overview of what environmental health officers will expect to see when carrying out an inspection, helping businesses understand what they need to have in place before they apply for a premises licence, or providing a manufacturer, producer, distributor or importer with labelling, health & safety or product safety signposting support and guidance so that they can focus more of their time, money and effort on creating and delivering innovative new products.

Through our Better Business for All group, Greater Manchester's regulators and business support organisations have worked together to create a three-year workplan aimed at delivering useful tools, workshops and creating innovative ways to ensure that businesses engage in compliance. Business Compliance Officers in the new Business Compliance Service will create a suite of self-help compliance products and tools for businesses hosted on our new website, ensuring a longevity to the service beyond the conclusion of this project.

1.2 Public description

Describe your project in detail, and in a way that you would be prepared to see published. Do not include information that is commercially sensitive or confidential to your organisation. If your proposal is awarded funding, we will publish this description. This could happen before the start of your project. Your answer may be up to 250 words long.

Businesses in the UK must comply with a vast array of regulations to ensure their products and services can enter the market. This project will bring together the Greater Manchester (GM) local authorities to provide local businesses with compliance advice and support, freeing up their time to focus on innovative new products, processes and services. Greater Manchester's new Business Compliance Service will provide a one stop shop for business compliance advice and support, staffed with dedicated Business Compliance Officers, available Monday to Friday. They will also proactively contact businesses to ensure that they understand what they need to do to comply with regulations covering environmental health, trading standards and licensing. The aim is that the additional signposting advice and support will free up business' time and allow them to focus on creating innovative new products and services, creating growth, additional jobs and create a more prosperous local economy to assist in levelling up the country. The service will be flexible to demand and changing requirements for businesses, for example providing focused and dedicated support in the event of changing legislation or as Businesses in the UK must comply with a vast array of regulations to ensure their products and services can enter the market. This project will bring together the Greater Manchester (GM) local authorities to provide local businesses with compliance advice and support, freeing up their time to focus on innovative new products, processes and services. Greater Manchester's new Business Compliance Service will provide a one stop shop for business compliance advice and support, staffed with dedicated Business Compliance Officers, available Monday to Friday. They will also proactively contact businesses to ensure that they understand what they need to do to comply with regulations covering environmental health, trading standards and licensing. The aim is that the additional signposting advice and support will free up business' time and allow them to focus on creating innovative new products and services, creating growth, additional jobs and create a more prosperous local economy to assist in levelling up the country. The service will be flexible to demand

and changing requirements for businesses, for example providing focused and dedicated support in the event of changing legislation or as new opportunities arise for Greater Manchester businesses through the levelling up agenda or as a result of the UK's exit from the EU. As a lasting legacy, staff within the Business Compliance Service will also create a suite of self-help compliance products and tools, as suggested by businesses and for businesses hosted on our new GM Business Compliance website, to ensure a longevity to the service beyond the conclusion of this project.

2. APPLICATION QUESTIONS

Your answers to these questions will be scored by assessors. You will receive feedback on your application.

Your answer to each question may be up to 300 words long. Do not include any URLs in your answers. Please provide clear, jargon-free, well-structured and well-reasoned answers.

2.1 Question 1: Rationale or demand (20 marks)

What is the problem or challenge for business that your proposal addresses? What evidence is there of demand for the change in regulatory approach?

Describe or explain:

- the main motivation for the project, including the problem or challenge faced by businesses, the economic context, technological challenge and/or market opportunity
- the evidence, whether from the UK or overseas, that there is a demand for a change in regulatory approach
- any work you have already done to understand the issue, respond to this need, explaining whether your project will develop an existing capability or build a new one

In 2017, Greater Manchester's local authorities and fire service developed a one-stop-shop chargeable primary authority offer for businesses to help them interpret the law and make consistent regulatory decisions about their business. We want to ensure that all businesses in Greater Manchester, regardless of size or budget, have the same opportunity to access our services. The success of our primary authority hub has proved that businesses want to be able to go to one place for easy access to regulatory advice and support.

The Danish Business Authority's approach provides a good model for providing a one-stop-shop to help businesses navigate the regulatory landscape, proving that regulators and businesses can engage with SMEs and empower innovators^[i]. There are already similar models operating in the UK too, for example Cornwall Council's Business Regulatory Services, which in its first year provided advice to 75% of new food businesses, compared to only 12% prior to its creation^[ii].

The Business Perception Survey 2020^[iii], carried out by BEIS indicated that over a third of businesses surveyed consider regulation an obstacle to success, with many expecting the regulatory burden to increase with uncertainty over Brexit. Crucially, businesses also indicated that regulators' behaviour could impact on their approach to innovation and could make them less likely to invest in new products or areas.

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In Greater Manchester, we have already provided useful workshops and tools to businesses on new and existing regulatory responsibilities as well as provided a joined-up primary authority offer. We want to do more for businesses so that they can concentrate their efforts on growth, creating innovative products and services, creating jobs, supporting the local economy and contribute to levelling up the country. Our GM Business Compliance Service would build on our existing offer, but provide a dedicated resource for all businesses to access readily available regulatory support and advice at the end of a phone regardless of the local authority in which they are based.

2.2 Question 2: Alignment (20 marks)

How is the proposal aligned to your organisation's priorities and/or the priorities of the UK Government?

Describe or explain:

- the wider economic, social, environmental, cultural or political challenges which are influential in creating the opportunity, such as incoming regulations
- which of the UK Government priorities listed in page 8 of the RPF Competition Brief this proposal relates to (where relevant) or which of your organisation's priorities
- how the proposal will help businesses and innovators to bring innovative products and services to market
- the potential for the project to contribute to addressing the UK Government's priorities listed in page 8 of the RPF Competition Brief.

As per the Government's Levelling Up White Paper, the GM Business Compliance Service will provide a flexible approach for businesses in Greater Manchester, able to adapt according to the demands of businesses and any wider legislative or practical changes to regulations. Our officers will carry out research seeking the views of the businesses they contact to understand what they need to help themselves and how we can best deliver them, be they tools or workshops, videos or interactive services.

As regulatory requirements between the UK and EU diverge, we will be on-hand to understand the changes, provide education sessions for businesses and encourage and support them to harness and make the most of the opportunities that arise.

The way in which the service will be set up will also allow us flexibility to assist businesses in other ways, for example providing signposting to local and national government schemes, like the SME climate commitment. Our strong links with partners like the Business Growth Hub, will mean we are able to provide added value to our businesses and link them with experts who can advise on areas like

green growth, manufacturing processes and exporting. We will also link in with local innovation hubs aiming to build on Greater Manchester Innovation Accelerator, spending time in the hubs and providing regulatory drop-in sessions for GM's innovative businesses.

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The 2020 Business Perceptions Survey indicated that business' average annual spend on external business agents to assist with compliance was £7750 with micro and small businesses spending around £3000. With the current cost of doing business crisis, we need to ensure that businesses preserve their finite resources, helping them to help themselves with regulatory compliance and providing input where required.

Ultimately, as well as contributing towards the Government's priorities, GM's Business Compliance Service will provide a quick, easily accessible and free service for businesses to access regulatory advice and support, freeing their time and giving them the confidence to create innovative products and services.

2.3 Question 3: Team and resources (20 marks)

What are the resources, equipment and facilities needed for your project and how will you provide or access them?

Describe or explain:

- the details of any vital external partners, including sub-contractors, who you will need to work with to successfully carry out the project
- (if your project is collaborative) the current relationships between project partners, senior buy-in for your proposal among project partners and how the working relationship for this project will be run/managed
- any roles you will need to recruit for or resources you will need to acquire to deliver the project successfully
- who in your organisation will be the Senior Responsible Owner (SRO) for this project – their name and designation

SRO – needed

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Greater Manchester's regulatory heads of service enjoy a close working relationship having formed GM's Public Protection Partnership (PPP) and were all involved in setting up our unique and award winning, joint primary authority offer – the Greater Manchester Regulatory Centre of Excellence (GMRCE). Local authorities involved in the Business Compliance Service and sitting on the PPP project board include:

- Bolton Metropolitan Borough Council
- Bury Metropolitan Borough Council
- Manchester City Council
- Oldham Metropolitan Borough Council
- Rochdale Metropolitan Borough Council
- Salford City Council
- Stockport Metropolitan Borough Council
- SRO – needed
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 - Oldham Metropolitan Borough Council
 - Rochdale Metropolitan Borough Council
 - Salford City Council
 - Stockport Metropolitan Borough Council
 - Tameside Metropolitan Borough Council
 - Trafford Metropolitan Borough Council
 - Wigan Metropolitan Borough Council
 - The SRO will be Julian Jackson, Director of Place at Tameside Council.
 - We will recruit ten Business Compliance Officers (BCOs) before the project commences in September 2023. They will share their time between working in the Business Compliance Service (BCS) and in their local authority business communities with regulatory and growth team colleagues. The officers would be put through training and/or an apprenticeship to get them the required professional qualification to continue to contribute to GM's regulatory services and our BCS.
 - Whilst the project manager will oversee the work of the BCS and individual mini-projects being run by the BCO, there will be a representative from each local authority that mentors and oversees their work when they are based in the local authorities – they will also be line-managed in the local authority. Significant resource will be committed from existing officers, managers and the programme manager to support BCO, in their new roles.

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- We will also seek to appoint a communications sub-contractor to carry out service branding and communications strategy prior to the commencement of the project. They will plan and carry out the launch event, and ongoing marketing of the BCS as well as assist in the creation of videos and self-help tools and a new website to host them. A consultant with experience of creating a similar service will also be employed to assist with initial set-up of the service.

2.4 Question 4: Governance and delivery (20 marks)

How will you manage the project effectively, ensuring timely progress, transparent reporting (including financial) and robust governance? **For this question you may also submit a project plan, no more than one side of A4, alongside your application form.**

Describe or explain:

- how you will respond to the need, challenge or opportunity identified.
- the main work packages of the project
- the nature of the outputs you expect from the project
- your project plan in enough detail to identify any links or dependencies between work packages or milestones
- your approach to project management, identifying any tools and mechanisms you will use to get a successful and innovative project outcome

describe how you will monitor and evaluate your project including any key performance indicators you plan to implement

- the main risks and uncertainties of the project, including the technical, commercial, managerial, legal, privacy/data protection and environmental risks
- how you will mitigate these risks
- how your organisation's internal governance will support your project.

The proposed project would build on the success of the Greater Manchester Regulatory Centre of Excellence (GMRCE) and utilise the existing governance structure and project board - the Public Protection Partnership (PPP), made up of Heads of Service from each GM local authority – which will be updated through quarterly meetings and reports and scrutiny of business plan progress, outputs, outcomes, impacts and KPIs. A new Memorandum of Understanding will be created and approved by legal teams in each LA. The project will be headed by the current GMRCE programme manager, Nick Reddrop.

The new Business Compliance Service will address the challenges outlined by businesses in the Business Perceptions Survey in 2020, but also address and work towards some of the objectives outlined in the Government's Levelling-up white paper, Innovation Strategy and Build Back Better Hospitality Strategy as well as local strategies including the GMCA recovery plan and GM Nighttime Economy Strategy.

In order to ensure the smooth running of the project and adherence to timescales, the project will be run according to PRINCE2 methodologies.

The project is dependent on recruiting the right staff and once funding has been agreed, we would ensure that officers are recruited in time for the start of the project and launch date in September 2023. Tendering and appointment of a communications sub-contractor specialist advisor to assist in setting up the service would also take place prior to commencement of the project with communications strategy

and branding being in place for the start of the project in September 2023. A consultant with experience of creating a similar service will also be employed to assist with initial set-up of the service.

2.5 Question 5: Added value (10 marks)

How will an injection of public funding by the RPF add value for the regulator or local authority? Describe or explain:

- how your proposal differs from your existing regulatory activities
- the potential for your project to create positive cultural, systemic or institutional change in your organisation
- if this project could go ahead in any form without RPF funding, and, if so, the difference the public funding would make
- why you are not able to wholly fund the project from your own organisation's resources or other sources of funding, and what would happen if the application is unsuccessful
- what would constitute success for your project, including what metrics and indicators you would use to measure the project's impact
- the potential to scale up and spread best practice from your project to other regulators, including, where appropriate, internationally, beyond the duration of the project.

The aim of this project is to revolutionise business compliance services delivered by Greater Manchester regulators. If we are unsuccessful in this funding application, we would still aim to create a Business Compliance Service in the future, but it would likely be on a much smaller scale, only able to offer very light-touch reactive support to some businesses.

Regulatory services in Greater Manchester, and across the country, are already stretched, suffering from an ageing workforce with few newly qualified environmental health and trading standards officers entering the profession; therefore we could not use existing staff to provide the service. The recruitment model proposed for the BCS, provides a long-term solution to these workforce sustainability issues that could be replicated across the country and elsewhere.

In order to sustain the project beyond the duration of the funding available and continue to employ the Business Compliance Officers, at the end of the 18-month project we will utilise the knowledge gained from the project to create a series of cost recoverable services, designed for business, by business. This could include pre-licensing advice, food hygiene pre-inspection audits, labelling advice or H&S audits and will allow us to combine and continue the free element of the BCS with cost-recovery income generated by our chargeable business support services.

This project will ensure we can offer businesses proactive compliance advice and support early in their lifecycle alongside our statutory reactive duties, helping them get regulation right first time. By recruiting new staff with different backgrounds, we will encourage a cultural shift in regulators' and business' attitudes – changing the perception of regulators (both internally and externally) as an aid to growth and innovation rather than a barrier.

Our project plans detail the outputs we will measure for the project, but the impact of the service is crucial. We want the BCS to become part of new and existing business' journeys, ensuring that regulatory compliance becomes an integral part of all business' planning and ultimate success in GM.

2.6 Question 6: Value for money (10 marks)

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How does your proposal offer society and the economy value for money (using public resources in a way that creates and maximises public value)^[1]?

Describe or explain:

- how this project represents value for money
- what costs, if any, that you anticipate your project's outcomes will remove from business
- any sub-contractor costs and why they are critical to the project
- how the project will deliver the greatest possible benefit for the RPF's money

In June 2019, the Greater Manchester Industrial Strategy indicated that there were 124,000 businesses in the region. The Business Perceptions Survey stated that business' mean average spend was £7750 on external compliance agents/consultants. Therefore, if the Business Compliance Service was to reach just 5% of businesses and save them 1% of their average spend, we would save businesses in Greater Manchester £480,500 and this doesn't take account of savings in the business' staffing costs estimated at 11.1 days per month for business in the North West (according to the same survey).

The impact of this is that the time and money saved could be invested into new staff, creating new and innovative products, services and processes to improve productivity and help the local economy grow and prosper. It will also create a transferable and recyclable model for other regulators across the country to replicate.

We recognise that we have a diversity of business owners and staff in GM, and we often struggle to reach and communicate effectively with those hardest to reach business communities. Our flexible approach to providing business compliance support will ensure that our service is able change its approach depending on the needs and demands of the local business community enabling us to support our hardest to reach business communities across the region.

A strong communication strategy is crucial to the success of any new service, ensuring that we can launch the service and market it to the correct people internally and externally and connect with the business community that have not previously engaged or registered with the local authority. The launch event and communications strategy will target those businesses for which we don't have contact details, engaging with them and encouraging them to seek support from the BCS. We estimate costs of communications to be £38,000. A consultant with experience of creating a similar service will also be employed to assist with initial set-up of the service at an estimated cost of £4800.

APPENDIX 4

The Common Seal of
SALFORD CITY COUNCIL
was hereunto affixed in the
presence of:

.....

Authorised Signatory

Executed by the
BOROUGH COUNCIL OF BOLTON
affixing its Common Seal in the
presence of:

.....

Authorised Signatory

The Common Seal of the **METROPOLITAN
BOROUGH OF BURY** was hereunto affixed in
the presence of:

.....

Authorised Signatory

**THE COMMON SEAL OF THE COUNCIL
OF THE CITY OF MANCHESTER**

was hereunto affixed in pursuance of
an Order of the Council of the said City:

.....

Authorised Signatory

The Common Seal Of **OLDHAM
METROPOLITAN BOROUGH COUNCIL**

was hereunto affixed in the presence of:

.....

Authorised Signatory

The Common Seal of **ROCHDALE
METROPOLITAN BOROUGH COUNCIL**

was hereunto affixed in the presence of:

.....

Authorised Signatory

APPENDIX 4

The Common Seal of the **METROPOLITAN
BOROUGH COUNCIL OF STOCKPORT** was
hereunto affixed in the presence of:

.....

Authorised Signatory

The Common Seal of **TAMESIDE
METROPOLITAN BOROUGH COUNCIL**
was hereunto affixed in the
presence of:

.....

Authorised Signatory.

The Common Seal of **TRAFFORD
BOROUGH COUNCIL** was hereunto
affixed in the presence of:

.....

Authorised Signatory

APPENDIX 4

The Common Seal of **WIGAN**
BOROUGH COUNCIL was
hereunto affixed in the presence of:

.....

Authorised Signatory
