

BOARD AGENDA AND BOARD PAPERS

DATE AND TIME: 13th December 2016, 15.00 – 17.30

VENUE: ELLUTIA, UNIT 200 LANCASTER WAY BUSINESS PARK, ELY, CAMBS, CB6 3NX

Item	Brief description	Time	Access/circulation prior to board meeting
1. Welcome and Introductions	From Chairman, Mark Reeve	15.00 5 mins	
2. Declarations of Interest	Board Members are asked to confirm any personal interest in the items set out in this agenda		Board & Corporate Members
3. European Update	To update on Brexit Presentation by Jonathan Vorss-Millins, East of England European Partnership	15.05 20 mins	Board & Corporate Members
4. RAF Mildenhall	To update on RAF Mildenhall Vision and prospectus Ben Smith, Forest Heath and St Edmundsbury DC in attendance	15.25 25 mins	Board & Corporate Members
5. Cambridge & Royston Corridor	To update on A10 Cycle Project Cllr Aidan Van de Weyer, South Cambs DC in attendance	15.50 15 mins	Board & Corporate Members
6. Chief Executive Update	Verbal update Update by Neil Darwin	16.05 10 mins	Board & Corporate Members
7. GCGP Governance	To agree changes to GCGP's Memorandum and Articles Paper by Michael Tolond	16.15 25 mins	Board & Corporate Members
8. Cambs and Peterborough Devolution Update	Verbal update Update by Mark Reeve/Neil Darwin	16.40 15 mins	Board & Corporate Members
9. Growth Deal Update - Priorities - John Bradfield Centre - Local Transport Panel	i) To review Growth Deal spend ii) To consider outline proposal from Trinity College iii) To agree LTP notes Paper by Adrian Cannard	16.55 25 mins	Board & Corporate Members
10. Minutes from Board Meeting held on 1 November 2016	To agree Minutes	17.20 5 mins	Board & Corporate Members
11. AOB		17.25 5 mins	Board & Corporate Members

DATE OF NEXT MEETING: 15:00 on Tuesday 17 January 2017

VENUE: THE CLUB BUILDING, ALCONBURY WEALD ENTERPRISE CAMPUS, ALCONBURY, CAMBS PE28 4WX

Item 4: RAF Mildenhall Update

1. Recommendation

- i) That the Board notes the progress on RAF Mildenhall.

2. Background

- USAF withdrawing all operations from RAF Mildenhall starting in 2019 and completing by around 2023.
- In November 2016 the MoD confirmed that the 440Ha RAF Mildenhall airbase will be released for alternative uses after the USAF depart in 2023. There will be no British military requirement for the site.
- Deployment of the F-35A at RAF Lakenheath by 2021. Minimum of £285million being invested in infrastructure construction. Other development on the site such as new school and hospital, power upgrade and road improvements could bring the total investment to £1billion.
- Building on community engagement sessions, Forest Heath District Council used One Public Estate funding to commission a study of the potential future uses of the RAF Mildenhall site and to develop a Prospectus outlining a new vision for the site.
- The Prospectus has an ambition to create
 - 2000 jobs
 - 2000 homes
 - £70-100m GVA
- Forest Heath District Council worked closely with a Steering Group comprising senior representative from local partners (GCGP LEP, New Anglia LEP, County Council and Chamber of Commerce). The Steering Group will be formally submitting the Vision and Prospectus to Government and looking to work with the MoD and HCA to drive the vision forward by preparing an initial masterplan for the site during 2017.

3. The Vision: Creating a legacy for jobs and industry in Mildenhall

3.1 Aviation: Over the last 2 years, the biggest question regarding the future use of the RAF Mildenhall site is whether or not any of the airfield will be retained for an alternative aviation use. There has been a significant amount of local support for a continued aviation use which is why Infrata was contracted to assess the aviation potential for passenger operations, cargo services, maintenance, composites, de-manufacturing and general aviation. Infrata determined that **aircraft Maintenance, Repair and Overhaul (MRO)** is an area where demand is likely to grow and is an area that should be further explored for RAF Mildenhall. This would retain much of the existing aviation infrastructure on the site, create **1200 high skilled jobs** and build on the existing market within the area. The Prospectus states that 200 acres of land should be set aside to explore this option further.

3.2 Other Employment: The existing industrial base at Mildenhall and the wider strengths and clusters of the region including the **Cambridge to Norwich Technology Corridor** will form the basis of this growth. Any additional regeneration and growth along the A11 corridor is likely to benefit Mildenhall offering an opportunity for greater linkages between existing economic centres and increasing the

attractiveness of the area for firms. Airbase land around the existing industrial estate is the optimum location for these uses and it is estimated that a further **800 new jobs will be created**.

3.3 Housing: The Prospectus proposes **2,000 dwellings** across a range of affordable, quality housing in a range of tenures that complement the existing stock of homes. The number and type of new houses will be appropriate to meet local needs and we will work with stakeholders to explore the opportunity for new and emerging delivery models including custom build, a range of retirement living and starter homes. The location and extent of the housing development will be dependent on need and the cumulative impact of any land allocated for aviation and employment use.

3.4 Community Enhancement: With access to jobs, education and health facilities, as well as new social and leisure facilities including formal and informal open space, Mildenhall will be a distinctive and aspirational place in which to live, work, bring up a family and retire.

3.5 Pump-priming Investment: The intensification of use at RAF Mildenhall will require upgrades to existing public transport, highways and health and education infrastructure. Mildenhall and the wider community must benefit from up-front investment in infrastructure that will be essential to unlock the site. Development of the site will provide additional weight to the business case for improvements to Fiveways roundabout and the A14/A11 junctions.

3.6 Requests of Government:

- We are asking **Government to work in partnership with us**, to respond to this prospectus and to accelerate and clarify decisions where possible about the timing of the USVF withdrawal. (Engagement with MOD and HCA already positive)
- We ask for **minimum site closure standards** to be applied before all or part of the site is transferred from the military or a dowry fund be established to meet the costs.
- Whilst **aerospace options are explored** further, we ask that the airfield, supporting infrastructure and an area of at least 200 acres be protected for aerospace activity.
- We ask Government and its agencies to make available **capacity funding** to assess the requirement and costs of new infrastructure required and to develop business cases which demonstrate the return on this investment.
- We ask that Government provides a **funding package** to be repaid from sale proceeds of the land when it becomes developed to meet the costs of the required improvements to infrastructure and services to facilitate new development.
- We want to explore with Government the benefits of **designations** such as Enterprise Zones, Housing Zones and development corporations to support delivery of the vision.
- We ask that Government works with us to jointly develop a **masterplan** for the site that builds on the work of this Vision and Prospectus, having regard to local and central government priorities. To support this work we ask Government to share all information gathered to date so that we can jointly assess the need for further work to be commissioned jointly.

4. Next steps

- 4.1 During the next 18 months the Steering Group will be looking to raise awareness of this project and to work closely with the Defence Infrastructure Organisation (DIO) and the Homes and Communities Agency (HCA) to drive the vision forward. This will include:
- 4.2 Seeking endorsement for the Vision and Prospectus from all Suffolk MPs, East Cambridgeshire and Breckland MPs and local authority leaders. Raising awareness and support for the work through the Cabinet Office (One Public Estate) and the Government department for Business, Energy and Industrial Strategy.
- 4.3 Developing an effective governance model that accelerates pace at a strategic and at an operational level. The governance model must consider the transition issues associated with growth at RAF Lakenheath before RAF Mildenhall closure and the impact on housing and jobs between RAF Mildenhall closing in 2023 and new development on the site.
- 4.4 Further work on the economic impact model to demonstrate the impact of RAF Mildenhall closure on the local economy, housing market and public services.
- 4.5 Further business case development of the Vision and Prospectus to illustrate the economic benefit of use of the airfield for aviation.
- 4.6 Initial masterplan for the site to be produced in partnership with the DIO and HCA. The masterplan will be used to identify key infrastructure requirements and to bid for up-front resource investment to unlock the site for development.

For further information please contact Jill Korwin jill.korwin@westsuffolk.gov.uk or Ben Smith ben.smith@westsuffolk.gov.uk

Item 5: Cambridge & Royston Corridor – A10 Cambridge-Royston Pedestrian and Cycle Route

1. Recommendation

- ii) **That the Board agrees to working with local stakeholders to explore funding mechanisms, including contributions from the private sector.**

Melbourn and Royston are residential settlements that also host many growing employers, including major global companies (in Melbourn, AstraZeneca and TPP; in Royston, Johnson Matthey and Sartorium Stedim). There is significant commuting between the two areas, leading to severe congestion in Royston and pressure on workplace parking.

Although the distance between Melbourn and the existing Royston cycle network is only 2 miles, there is currently no safe route for pedestrians and cycles out of Royston from the North. The main barrier is the A505 dual carriageway junction with the A10, in Royston.

The overarching concept of a Cambridge-Royston cycle link is set out in the Cambridge and South Cambridgeshire Transport Strategy and strongly supported by the Greater Cambridge City Deal. A link connecting from Cambridge south to Melbourn is almost complete; most funding has come over the last 3 years from the DfT Cycle City Ambition Fund and, more recently, from City Deal. The missing link is the Melbourn to Royston scheme, encompassing a cross-county border area and a strong micro-economic zone. AstraZeneca and Johnson Matthey have shared Travel to Work data that indicates a clear need for the scheme.

The Melbourn-Royston link would involve a path alongside the A10 (in Cambridgeshire) and then a bridge over the A505 to the east of the A505/A10 roundabout (landing in Hertfordshire), connecting to the existing Sustrans cycle routes within Royston.

A feasibility study and design of the bridge has been carried out by Hertfordshire County Council. Cambridgeshire County Council has surveyed the route alongside the A10. The cost for the package is estimated at £2.5 million (£1.5 m for the bridge and £1 m for the path).

Over 100 businesses, including the largest employers, as well as all partners of the Cambridge Biomedical Campus, have expressed support for a continuous route along the A10 corridor, including Royston. Some have also provided donations of cash and facilities for meetings to the A10 Corridor Cycle Campaign. AstraZeneca has also committed to maintaining the entire cycle path for two years. Hertfordshire County Council has agreed to maintain the bridge.

The project has the backing of County, District, Parish and Town councillors on both sides of the county boundary. A well-supported community group, the A10 Corridor Cycle Campaign, was set up in 2013 to advocate the route. Sustrans has provided detailed advice.

Along with potential funding from public bodies (LEP, City Deal, C&P Combined Authority), there is also the possibility of obtaining contributions from employers who will directly benefit from better access to active travel for their staff.

This scheme is ready to be started as soon as funding is obtained, and would be completed rapidly. It meets the strategic policy goals of encouraging sustainable travel along corridors and of enabling economic growth. It has the support of a wide range of stakeholders, including from the community and from the private sector.

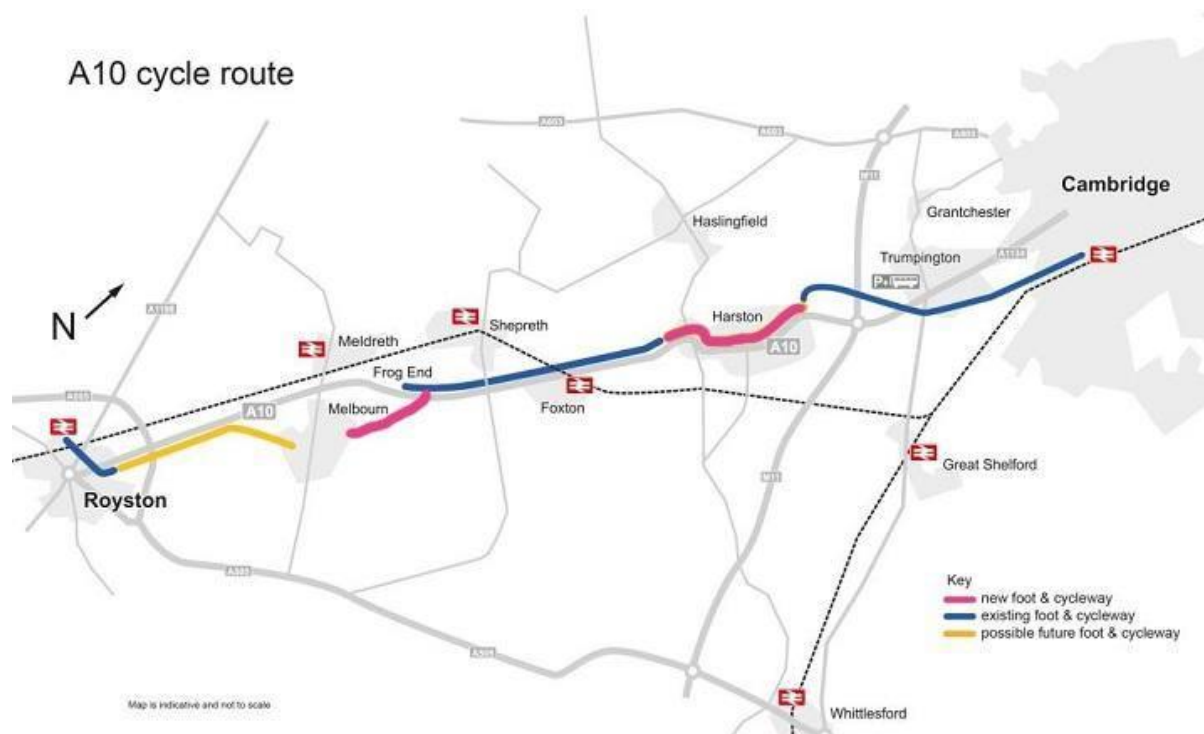
2. Previously Obtained or Committed Funding

Completed

Description	Source	Amount
Frog End – Shepreth Lakes	Cycle City Ambition	£300,000
Harston – Foxton Level Crossing	Cycle City Ambition	£600,000
Foxton Level Crossing – Shepreth Lakes	Cycle City Ambition	£400,000
Hauxton – Trumpington Meadows	Developer S106	n/a
Personalized Travel Planning	LSTF	£188,000
Bicycle Maintenance Course, Young People	LSTF	£2,000

Committed or Under Construction

Description	Source	Amount
Frog End – Melbourn	Gt Cambridge City Deal	£550,000
A10 Harston	Cycle City Ambition	£1.2 million
Path maintenance	AstraZeneca	£10,000
Bridget maintenance	Hertfordshire CC	tbc



Item 7: GCGP Governance Memorandum and Articles

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL
ARTICLES OF ASSOCIATION
OF

GREATER CAMBRIDGE GREATER PETERBOROUGH
ENTERPRISE PARTNERSHIP LIMITED
("the Company")**

GREATER CAMBRIDGE GREATER PETERBOROUGH ENTERPRISE PARTNERSHIP LIMITED

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1 PRELIMINARY

- 1.1 The model articles of association for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008) in force at the time of adoption of these Articles shall not apply to the Company and these Articles alone shall constitute the regulations of the Company

2 OPERATIVE CLAUSES

- 2.1 In these Articles the following expressions have the following meanings unless inconsistent with the context

"the 2006 Act"	the Companies Act 2006 as amended from time to time,
"these Articles"	the Articles of Association of the Company adopted from time to time,
"Board"	the Board of Directors of the Company from time to time,
"Board Chair"	the chair of the Board from time to time, as such person is appointed pursuant to Article 10 ,
"GCGPEP Region"	the areas of England in respect of which the Public Sector Members are statutorily appointed authorities,
"Chief Executive Officer"	any person who is appointed to act as the most senior executive of the Company with whatever title and whether as a consultant or an employee,
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
"company"	the word "company" , except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere,
"Corporate members"	Any corporate body that is admitted as a member in accordance with Article 3.2,
"Co-opted Director"	Any person co-opted as a Director in accordance with Article 10.9,
"the Directors"	the Directors from time to time of the Company or (as the context shall require) any of them acting as the Board,

"Education Sector Director"	the Director who is an individual from the Education Sector appointed at the date of adoption of these Articles of Association, or otherwise in accordance with Article 10.3 ,
"Education Sector Member"	an individual from the Education Sector who has been appointed to Directorship at the date of adoption of these Articles of Association and hence becomes a member in accordance with Article 3.2 ,
"Electronic Address"	Any address or number used for the purposes of sending or receiving documents or information by electronic means,
"Electronic Means" and "Electronic Form"	have the meaning given in Section 1168 of the 2006 Act,
"executed"	includes any mode of execution,
"GCGPEP region"	The area of England which as at the date of adoption of these Articles constitutes the local authority areas of Cambridge, Cambridgeshire, East Cambridgeshire, Fenland, Forest Health, Huntingdonshire, North Hertfordshire, Peterborough, Rutland, South Holland, South Kesteven, South Cambridgeshire, St Edmundsbury, Uttesford and King's Lynn and West Norfolk.
"Hard Copy form"	has the meaning given in Section 1168 of the 2006 Act,
"Local Authorities"	The 15 local authorities operating within the GCGPEP region
"Local Authority Associate"	Any person who is a member officer or employee of a Local Authority or who has held any such position within a period of four years before the date of their proposed appointment as a Director, or such other criteria for association as is set out in 5.69 Local Government and Housing Act 1989,
"Members"	Such Members as may be admitted to the Company from time to time in accordance with Article 3 (or any of them as the context may require),
"Memorandum"	The memorandum of association of the Company,
"Non-Public Sector Directors"	the Private Sector Directors, the Third Sector Director and the Education Sector Director,

"Objects "	shall have the meaning given to it in Article 18.3
"office"	the registered office of the Company
"Powers"	shall have the meaning given to it in Article 18.3
"Private Sector Directors"	Directors who are individuals appointed at the date of adoption of these Articles of Association or otherwise in accordance with Article 10.3 ,
"Private Sector Members"	such individuals as are appointed to Directorship at the date of adoption of these Articles of Association or otherwise in accordance with Article 3.1.2 ,
"Public Sector Directors"	Directors who are individuals appointed at the date of adoption of these Articles of Association or are otherwise appointed from time to time by the Public Sector Members in accordance with Article 10.2 ,
"Public Sector Members"	Such individuals as are appointed as members in accordance with Article 3.1.1 ,
"Relevant Agreement"	any agreement entered into by the Members from time to time regulating their involvement in the Company in addition to these Articles,
"secretary"	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a Joint, assistant or deputy secretary,
"Third Sector Director"	the Director who is an individual from the Third Sector (comprising charities and not for profit organisations) appointed at the date of adoption of these Articles of Association , or otherwise in accordance with Article 10.3 ,
"Third Sector Member"	an individual from the Third Sector who has been appointed to Directorship at the date of adoption of these Articles of Association and hence becomes a member in accordance with Article 3.2 ,
"the United Kingdom"	Great Britain and Northern Ireland,
"the Vice-Chair"	The Vice-Chair of the Board from time to time as such person is appointed pursuant to Article 10

- 2.2 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the 2006 Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company
- 2.3 Where the word "address" appears in these Articles it is deemed to include postal address and electronic address and "registered address" shall be construed accordingly
- 2.4 The expression "working day" in relation to a period of notice means any day other than Saturday, Sunday and Christmas Day, Good Friday or any day that is a bank holiday under the Banking and Financial Dealing Act 1971 in the part of the UK where the company is registered
- 2.5 The expressions "holding company" and "subsidiary" shall have the meanings given to them respectively by section 1159 of the Companies Act 2006
- 2.6 The word "person" shall be deemed to include any legal person whether masculine, feminine or neuter and any word denoting one gender shall be deemed to include all other genders
- 2.7 Subject to Article 2.2 above, reference to an Act of Parliament are to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

3 MEMBERS

- 3.1 The Membership shall comprise
 - 3.1.1 Five Public Sector Members, who shall each be admitted as a member on their appointment as a Public Sector Director
 - 3.1.2 Seven Private Sector Members who shall each be admitted as a member on their appointment as a Private Sector Director
 - 3.1.3 Three Education Sector Members, who shall be admitted as a member on their appointment as an Education Sector Director
 - 3.1.4 One Third Sector Member, who shall be admitted as a member on their appointment as the Third Sector Director
- 3.2 Corporate Members shall be admitted
 - 3.2.1 In the case of the Local Authorities, on written application to the Company
 - 3.2.2 In the case of any other corporate body, at the discretion of the Board and subject to any conditions as to the form and procedure for application to membership as the Board may prescribe
- 3.3 A Corporate Member shall appoint an authorised representative to act on its behalf in relation to the exercise of that Corporate Member's rights under these Articles and shall notify the Company in writing of the appointment

- 3.4 Individual Membership is only open to Public Sector and Non Public Sector members of the Company, who shall be automatically admitted to membership on appointment to the Board
- 3.5 A Member of the Company shall cease to be a Member in the event of
 - 3.5.1 In the case of individual Members, such Member ceasing to be a Director of the Company,
 - 3.5.2 Such Member's resignation, by the giving of written notice to the Company,
 - 3.5.3 Such Member's death, or being a corporation, its winding up or (in the case of a Local Authority member) its dissolution or merger into a unitised entity or statutory successor,
 - 3.5.4 Such Member's bankruptcy the making of any arrangement or composition with his creditors, or liquidation
 - 3.5.5 Any sum owing by the Member to the Company remaining outstanding for a period of more than three months
- 3.6 Membership shall not be transferable, save that where a Local Authority which is a Corporate Member ceases to exist, its statutory successor (or any or all of them) shall be entitled to apply for membership in accordance with **Article 3.2.1**

4 GENERAL MEETINGS

- 4.1 The Company may, but need not, in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it. All general meetings shall be held at such time and place as the Directors shall appoint
- 4.2 The Directors may call general meetings
- 4.3 If at any time there are not within the United Kingdom sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors

5 NOTICE OF GENERAL MEETINGS

- 5.1 Subject to the provisions of the 2006 Act, all general meetings shall be called by at least fourteen clear days' notice but may be called by shorter notice if it is so agreed in accordance with section 307(4) of the 2006 Act. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such
- 5.2 Subject to the provisions of these Articles, notice of general meetings shall be given to all Members, to all Directors and to the auditors of the Company

- 5.3 Subject always to **Article 6**, the accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting
- 5.4 Notwithstanding that the Company does not have a share capital, every notice convening a general meeting shall comply with the provisions of section 325(1) of the 2006 Act as to giving information to Members in regard to their right to appoint proxies
- 5.5 Every notice convening a general meeting shall be given in accordance with the 2006 Act that is, in Hard Copy Form, Electronic Form or by means of a website
- 5.6 The Company may send a notice of meeting by making it available on a website or by sending it in Electronic Form and if notice is sent in either way it will be valid provided it complies with the relevant provisions of the 2006 Act

6 PROCEEDINGS AT GENERAL MEETINGS

- 6.1 Subject to **Articles 6.2** and **6.3**, no business shall be transacted at any general meeting unless a quorum is present. A quorum shall be constituted by the attendance of at least three of the Public Sector Members and at least four of the Non-Public Sector Members being present in person or by proxy
- 6.2 If a quorum is not present within half an hour from the time appointed for a general meeting, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed the Member or Members presenting person or by proxy or by duly authorised representative (where appropriate) entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place
- 6.3 Where a Member provides notice in writing (deposited at the registered office of the Company or such other place as the Members may from time to time agree) that such Member does not wish to attend a general meeting whether in person or by proxy or by duly authorised representative (where appointed), such meeting shall be deemed to be quorate without the attendance of the Member, giving such notice
- 6.4 The Chair shall preside as chair at every general meeting of the Company, or if he shall not be present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be chair of the meeting
- 6.5 If at any general meeting no Director is willing to act as chair or if no Director is present within 15 minutes after the time appointed for holding the general meeting, the Members present shall choose one of their number to be chair of the meeting
- 6.6 The chair may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the

business which might properly have been transacted at the meeting had the adjournment not taken place

- 6.7 Subject to **Article 7** and the 2006 Act, at any general meeting, a resolution put to the vote of the meeting shall be carried only on a unanimous vote in favour and shall be decided on a show of hands
- 6.8 A declaration by the chair that a resolution has been carried or carried unanimously, or by a particular majority, or least, or not carried by a particular majority and an entry to that effect in the minutes of the meeting of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution
- 6.9 Subject to **Article 6.7**, a written resolution, executed by or on 'behalf' of the requisite number of Members required to pass such a resolution (as required by the 2006 Act, these Articles and/or any Relevant Agreement), shall be valid and take effect as if it had been passed at a meeting duly convened and held. Any such resolution shall be circulated to the Members in writing or by Electronic Form and shall be accompanied by a statement informing the Members how to signify their agreement to such resolution. A written resolution may consist of several instruments in the like form each executed by or on behalf of one or more Members
- 6.10 A written resolution, proposed in accordance with section 288(3) of the 2006 Act, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date. For the purposes of this **Article 6** "circulation date" is the day on which copies of the written resolution are sent or submitted to Members, or, if copies are sent or submitted on different days, the first of those days

7 VOTES OF MEMBERS

- 7.1 On a written resolution every Member shall have one vote and on a show of hands at a meeting every Member present in person (and in the case of a Corporate Member by its authorized representative appointed in accordance with **Article 3.3**) or by proxy (not being himself a Member entitled to vote) shall have one vote
- 7.2 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and shall be in the form which the Directors may approve from time to time

8 NUMBER OF DIRECTORS

- 8.1 Unless and until otherwise agreed by the Directors the number of Directors shall be a minimum of 16 Directors of which 5 shall be Public Sector Directors, 3 Education Sector Directors, of which two will be University nominees and one nominee from Further Education in the LEP area, one a Third Sector Director and 7 Private Sector Directors

9 POWERS OF DIRECTORS

- 9.1 Subject to the provisions of the 2006 Act and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company and shall do so as far as possible in a manner which is consistent with the Seven Nolan Principles of Public Life No alteration of these Articles and no such direction shall invalidate any prior

act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this **Article 9.1** shall not be limited by any special power given to the Directors by these Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors

- 9.2 The Board may create committees or sub-committees consisting of not less than one Director in order to provide advice and to support the Board. The Board will be responsible for the title of, and creation of terms of Reference for the regulation of, any such committee. The meetings and proceedings of such committee or sub-committees shall be governed by the provisions of these Articles for regulating the meetings and proceedings of the Board so far as applicable and so far as consistent with its Terms of Reference from time to time, but not otherwise. For the avoidance of doubt, except as expressly authorised from time to time in relation to specific matters, any such committees or sub-committees shall not have delegated power from the Board to bind the Company or to represent themselves as having the capacity to do so
- 9.3 The Board may also create advisory groups and working parties to provide advice, representation or engagement with any of the Company's stakeholders. The Board will be responsible for the creation of terms of reference for any such group and for the appointment of its members. For the avoidance of doubt, no such group shall carry out the functions of a committee of the Board to whom the Board's powers are delegated, nor shall any group have the power to bind the Company or represent themselves as having the capacity to do so.

10 APPOINTMENT AND ROTATION OF DIRECTORS

- 10.1 The Directors shall be responsible for the appointment of a Chair and (if required) a Vice-Chair of the Board of Directors who may be selected from the existing Non-Public Sector Directors or who may be an external candidate appointed in the manner set out in **Article 10.3** below, with the intention that such an appointment will then be made
- 10.2 The Board will appoint as Public Sector Directors such individuals who are elected in accordance with **Article 11** provided that
- 10.2.1 No more than one Local Authority Associate may be appointed in respect of each Local Authority which is a Corporate Member
- 10.2.2 The Board will ensure that there are five Public Sector Directors holding office at any on time (Save for temporary vacancies while an election is conducted in accordance with **Article 11**)
- 10.2.3 Any Public Sector Director appointed in accordance with this **Article 10.2** shall hold office, and be liable to be removed from office on the same terms as any other Director
- 10.3 The Board will appoint Non-Public Sector Directors comprising seven Private Sector Directors, the Education Sector Directors and the Third Sector Director following a process of open advertisement of the vacancy by the Board and scrutiny and selection by a nominations committee comprised of the Chair and two other Non-Public Sector Directors and subject to the conditions set out in **Articles 10.5 to 10.7** below. Each Non-Public

Sector Director appointed shall hold office and may at any time be removed from office by notice in writing by a majority of the Board

- 10.4 Subject to **Articles 10.9** and **10.10** below the period of the appointment of a Director shall be three years (unless otherwise terminated under the provisions of these Articles). On expiry of the three year appointment a Director shall be eligible for re-election for a further three year period. However the Directors shall have discretion to shorten or extend this period of appointment in exceptional circumstances (which circumstances shall include the need to ensure that the rotation of the Directors occurs in a staggered manner in the interests of board stability)
- 10.5 A person shall only be eligible for appointment as a Private Sector Director if they:
 - 10.5.1 Live and/or work in the GCGPEP Region or
 - 10.5.2 Have or have had experience in participating in a business or businesses based in the GCGPEP Region
- 10.6 A person shall only be eligible for appointment as an Education Sector Director if they have significant professional experience of working with or within the education sector in the UK, and if (at the date of their appointment) they hold office or employment at an educational organization located in the GCGPEP Region
- 10.7 a person shall only be eligible for appointment as a Third Sector Director if they have significant professional experience of working with or within the third sector, which shall mean the charitable, voluntary or other non-profit organizations (excluding the public sector)
- 10.8 if the Board shall fail to fill a vacancy for any of the Directors within nine months of that vacancy arising, the Local Authority Corporate Members shall be entitled to make an appointment, subject to the criteria for each category of Director specified in these **Articles 10 and 11**
- 10.9 the Directors shall have the power to co-opt any person to be appointed as an additional Director provided that no more than twelve months after which a co-opted Director shall not be eligible for further co-option for a period of at least a year unless otherwise approved as a Public or Non-Public Sector Director in accordance with these Articles
- 10.10 the Chief Executive Officer of the Company shall be appointed as a Director ex-officio and shall remain in office as a Director for as long as he is employed or contracted to act as Chief Executive of the Company.
- 10.11 Directors are able to nominate a named Alternate Director to attend and vote on their behalf at Board meetings provided such nominations are advised to the Company at least 7 days prior to any Board meeting

11 APPOINTMENT OF PUBLIC SECTOR DIRECTORS

11.1 Where a vacancy arises for a Public Sector Director of the Board, the Public Sector Members shall

11.1.1 notify all the Local Authorities of that vacancy,

11.1.2 nominate one of those local authorities to be responsible for the conduct of an election and invite that Local Authority to carry out a free and fair election for the vacancy through their Democratic Services team, and

11.1.3 invite each of the Local Authorities to supply nominations for the vacancy to the Local Authority responsible for the conduct of the election

11.1.4 inform the Local Authorities of the outcome of the election

11.2 Subject to the requirements set out in Article 10, any variation to the process for the conduct of such an election as set out under article 11.1 may be determined by the Board from time to time

12 DISQUALIFICATION AND REMOVAL OF DIRECTORS

12.1 The office of a Director shall be vacated if

12.1.1 he ceases to be a Director by virtue of any provision of the 2006 Act or these Articles or he becomes prohibited by law from being a Director, or

12.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally, or

12.1.3 he is, or may be, suffering from mental disorder and either

12.1.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

12.1.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or

12.1.4 such Director resigns his office by written notice to the Company, or

12.1.5 such Director shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors (save where present by alternate Director) held during that period and the Directors resolve that his office be vacated, or

12.1.6 the Members determine by ordinary resolution that such Director shall be removed from office,

12.1.7 in the case of a Public Sector Director, that Director, having held a position of employment or office-holding at the time of election, ceases to hold any position or office within that Local Authority or

12.1.8 in the case of a Director appointed for a fixed term, the end of that fixed term

13 PROCEEDINGS OF THE DIRECTORS

13.1 The Board may meet together for the despatch of business, adjourn and, regulate their meetings as they think fit. A Director may call a meeting of the Directors Questions arising at any meeting shall be decided by a majority of votes and each Director shall have one vote In case of an equality of votes, the Board Chair shall have a second or casting vote

13.2 Subject to **Article 13.3**, no business shall be transacted at any Board meeting unless a quorum is present. A quorum shall be six Directors or alternates. Notwithstanding any vacancies in their number, the continuing Directors or where, there is only one, the sole continuing Director may continue to act, but, if the number of Directors is less than the number fixed as the quorum, they may act only for the purposes of calling a general meeting

13.3 If a quorum is not present within half an hour from the time appointed for a Board meeting the Board meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned Board meeting a quorum is not present within half an hour from the time appointed the Director or Directors present in person or by alternate or (being a corporation) by duly authorised representative shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place

13.4 Meetings of the Board and any committee or sub-committee thereof shall be summoned by not less than four business days' notice served on the Directors and in the case of any committee or sub-committee meetings, on the Members of such committee or sub-committee. Any such notice must include an agenda of the matters to be discussed at any such meeting and, unless the Public Sector Directors present at the relevant meeting so decide, no matter may be discussed or voted on which is not included in any such agenda. A Director who is absent from the United Kingdom shall not be entitled to notice of a meeting

13.5 Any Director may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, Subject to these Articles and the 2006 Act, he shall be entitled to vote and be counted in a quorum accordingly Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Board Chair of the meeting then is

- 13.6 Subject to the provisions of the 2006 Act, and provided that he has disclosed to the Directors the nature and extent of any interest of his, a Director notwithstanding his office
- 13.6.1 may be a party to or otherwise be interested in any transaction or arrangement with the Company or in which the Company is in any way interested,
- 13.6.2 may be a Director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in anybody corporate promoted by the Company or in which the Company is in any way interested,
- 13.6.3 may or any firm or company of which he is a member or Director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested, and
- 13.6.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit
- 13.7 For the purposes of **Article 13.6**
- 13.7.1 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified ,
- 13.7.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and
- 13.7.3 an interest of a person who is for any purpose of the 2006 Act (excluding any statutory modification not in force when the Company was incorporated) connected with a Director shall be treated as an interest of the Director
- 13.8 Whenever a Director has an interest in a matter to be discussed at a meeting of the Directors (or a committee of the Directors) the Director concerned shall Subject to any rules or policies of the Company or the terms of any authorisation given by the Directors under Article or unless the Directors resolve otherwise shall not be
- 13.8.1 entitled to remain present at the meeting for that item,
- 13.8.2 counted in the quorum for that part of the meeting,
- 13.8.3 entitled to vote on the matter
- 13.9 The Directors may, at any time authorise a Director to be involved in a situation in which the Director has or may have a direct or indirect interest which conflicts or may conflict with the interests of the Company ("a conflict of interest") provided that

- 13.9.1 in the case of a proposed appointment of a person as a Director, the Directors will authorise the conflict of interest before or at the time the Director is appointed to office,
- 13.9.2 in the case of any Director the Directors authorise the conflict of interest at the time the conflict is declared to them,
- 13.9.3 the Director Subject to the conflict of interest or any other interested Director shall not vote and shall not be counted in the quorum in respect of the authorisation given under this **Article 13.9** and if he or any other interested Director does vote, those votes shall not be counted,
- 13.9.4 the Directors may in their absolute discretion impose such terms or conditions on the grant of the authorisation as they think fit and in doing so that Directors will act in such a way in good faith they consider will be most likely to promote the success of the Company,
- 13.9.5 a Director will not be in breach of his duty under sections 172, 174 and 175 of the 2006 Act or the authorisation given by this **Article 13.9** by reason only that he received confidential information from a third party relating to the conflict of interest which has been authorised by this **Article 13.9** and either fails to disclose it to the Directors or fails to use it in relation to the Company's affairs and neither will be in breach of his duty under the said section 175 for anything done or omitted to be done by him in accordance with the provisions of **Articles 13.7** and **13.8**, and
- 13.9.6 where approval to a transaction which falls within Chapter 4 of part 10 of the 2006 Act is given by Members in accordance with that Chapter further authorisation for that transaction by the Directors under this **Article 13.9** is not necessary
- 13.9.7 for the purposes of **Article 13.9**, "conflict of interest" includes a conflict of interest and a conflict of duty and a conflict of duties
- 13.10 A resolution in writing, sent to all Directors entitled to receive notice of a meeting of Directors or of a committee constituted pursuant to **Article 13.4** and signed by a simple majority of the Board or a simple majority of a committee constituted pursuant to **Article 13.4** (as the case may be) shall be valid and effectual as if it had been passed at a meeting of the Board or such committee (as the case may be) duly convened and held and may consist of several documents in the like form each signed by one or more Directors
- 13.11 Where the Board considers such attendance worthwhile or necessary to the matters to be transacted at the relevant meeting of the Board, it shall be entitled to invite relevant third parties to attend any meeting of the Board as observers providing that such third parties agree to be bound by obligations of confidentiality reasonably acceptable to the Company and shall be entitled to speak at meeting of the Board with the prior permission of the Chair

14 MINUTES

- 14.1 The Directors shall cause minutes to be made in books kept for the purposes of

- 14.1.1 recording the names and addresses of all the Members,
- 14.1.2 all appointments of offices made by the Directors, and
- 14.1.3 all proceedings at meetings of the Company and of the Directors and of committees constituted pursuant to **Article 9.2** including the names of Directors and Members present at each such meeting

15 NOTICES

- 15.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing
- 15.2 The Company may give notice to a Member either personally or by sending it by first class post in a pre paid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it in Electronic Form to an address for the time being notified to the Company by the Member. A Member who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent in electronic form, shall be entitled to have notices given to him or her at that address, but otherwise no such Member shall be entitled to receive any notice from the Company
- 15.3 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent in Electronic Form, the notice shall be deemed to have been given either when acknowledged electronically by the recipient or at the expiration of 24 hours after the time of transmission
- 15.4 A Member present, either in person, by proxy or by duly authorised representative, at any meeting of the Company shall be deemed to have received notice of that meeting and, where requisite, of the purposes for which it was called
- 15.5 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by giving notice by e-mail or facsimile (to such address or facsimile number as shall be notified by the Members to the Company from time to time) or by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all Members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable
- 15.6 Where the 2006 Act permit the Company to send documents or notices to its Members in Electronic Form or by means of a website such documents and notices will be validly sent provided the Company complies with the requirements of the 2006 Act. Subject to any requirements of the 2006 Act, documents and notices may be sent to the Company in Electronic Form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently

authenticated if the identity of the sender is confirmed in the way the Company has specified

16 LIABILITY OF MEMBERS

16.1 The liability of members is limited

16.2 Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while such party is a Member or within one year after such party ceases to be a Member, for payment of the Company's debts and liabilities contracted before such party ceases to be a Member, and of the costs, charges and expenses of winding up

17 INDEMNITY

17.1 For the purposes of this **Article 17** the term "Relevant Officer" is any officer of the Company

17.2 Without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was at any time a Director or other Relevant Officer of the Company shall be indemnified and kept indemnified out of the Company's assets against all liability incurred by him as such (as defined in **Article 17.1**)

17.2.1 in defending any proceedings, whether civil or criminal, in respect of alleged negligence, default, breach of duty, breach of trust or otherwise in relation to the Company or its affairs, in which Judgment is given in his favour or in which he is acquitted or in defending or settling any such proceedings which are otherwise disposed of on terms previously agreed with the Directors or on terms otherwise approved by the Directors without a finding or admission of negligence, default, breach of duty or breach of trust on this part, or

17.2.2 in connection with any application under the 2006 Act in which relief is granted to him by the court,

17.2.3 provided that this Article shall not grant, or entitle any such person to, indemnification to the extent that it would cause this Article, or any part of it, to be void under the 2006 Act

17.3 Without prejudice to any indemnity to which he may otherwise be entitled (including, for the avoidance of doubt, any indemnity under or pursuant to these Articles) and to the extent permitted by the 2006 Act, the Directors shall have power in the name and on behalf of the Company to

17.3.1 grant on such terms as it sees fit any person who is or was a Director or other Relevant Officer of the Company an indemnity or indemnities out of the assets of the Company in respect of any liability incurred by him as such and to amend, vary or extend the terms of any such indemnity so granted, again on such terms as the board sees fit, and/or

17.3.2 enter into and amend, vary or extend such arrangements as it sees fit to provide any person who is or was a Director or other Relevant Officer of the Company

with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings brought against him as such or in connection with any application for relief under the 2006 Act or to enable any such person to avoid incurring any such expenditure

18 OBJECTS AND POWERS

- 18.1 The Company's registered office is to be situated in England and Wales
- 18.2 The Company's Objects ("the Objects") are to assist, promote, encourage, develop, lead and deliver sustainable economic growth of the GCGPEP Region creating a diverse and competitive knowledge economy within first class infrastructure and high growth built on local private strengths, exports and job creation
- 18.3 In furtherance of the Objects but not further or otherwise the Company shall have the powers set out below ("the Powers")
 - 18.3.1 to bring, or in any way promote and facilitate the bringing of, any land and buildings in the GCGPEP Region into effective use, to create or in any way facilitate the creation of an attractive environment and to ensure or assist in ensuring that employment, housing, social, cultural, educational and recreational facilities are available to encourage people to live and/or work therein and to enhance the economic vibrancy of the GCGPEP Region,
 - 18.3.2 to facilitate infrastructure schemes to improve transport links and bring forward areas of opportunity for development,
 - 18.3.3 to promote and deliver sustainable residential schemes which will bring a step change in the provision of housing in the GCGPEP Region
 - 18.3.4 to promote and stimulate inward investment and job creation in the GCGPEP Region,
 - 18.3.5 to promote and support the development of third sector organisations and/or social enterprise in the GCGPEP region,
 - 18.3.6 to assist, promote and encourage existing and new business, industry and commerce within the GCGPEP Region, including the provision of financial support, business counselling and re-location programmes,
 - 18.3.7 to market, advertise and promote the GCGPEP Region and the benefits of GCGPEP Region as a location for the expansion and creation of industry and commerce,
 - 18.3.8 to promote social and environmental development and the interests of commerce and industry in GCGPEP Region in all circles of local and central government and administration in the United Kingdom and the European Union and elsewhere and in all quasi-governmental bodies and agencies in such places,
 - 18.3.9 to co-ordinate the preparation of a regeneration, growth and development programme and to oversee its effective delivery,

- 18.3.10 to exercise a positive influence on, and provide appropriate advice, to contribute and to collaborate with statutory and local authorities in carrying out their duties as to local and regional planning highways and city regeneration for the GCGPEP Region,
- 18.3.11 to seek to maximise resources from all relevant external agencies to assist the regeneration of the GCGPEP Region,
- 18.3.12 to procure the provision of expert advice and consultancy services to enable or assist any individual, company, undertaking, co-operative or other group to establish a new enterprise (whether social or commercial) or to expand or re-establish an existing enterprise within the GCGPEP Region and to make such resources available on a commercial or subsidised basis as appears to the Company to be appropriate,
- 18.3.13 to commission, procure, produce, print, publish, distribute and sell all kinds of periodicals, books, articles, leaflets, films, videos, CD-Roms, computer programmes, visual and audio aids and other multi-media developments which may occur or other informative material relating to or conducive to the promotion of the Company's Objects,
- 18.3.14 to provide education, instruction and carry out research in reference to the Company's Objects,
- 18.3.15 to promote, arrange, organize and conduct advisory services, conferences, lectures, seminars, meetings, discussions and exhibitions,
- 18.3.16 to require payment for services or for goods provided as is considered appropriate in the furtherance of the Company's Objects,
- 18.3.17 to advertise in such manner as may be thought expedient with a view to promoting the Company's Objects,
- 18.3.18 to apply for, register, purchase, or by other means 'acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any trademarks and to disclaim, alter, modify use and turn to account and to grant licences or privileges in respect of the same,
- 18.3.19 to acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for any such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co- operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company,
- 18.3.20 to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company,

- 18.3.21 to lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company) and to receive money on deposit or loan upon any terms,
- 18.3.22 to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any monies whatever by any person, firm or company,
- 18.3.23 to borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it ,
- 18.3.24 to draw, make, accept, endorse, negotiate, execute and issue cheques, promissory notes and other negotiable or transferable instruments,
- 18.3.25 to receive, purchase and/or hold for development, reclamation, investment or re-sale and to deal in land and commercial and other property of any tenure and any interest therein and to create, sell and deal in freehold and leasehold ground rents and to make advances upon the security of land and/or buildings or other property or any interest therein and generally to deal by way of sale, lease or exchange or otherwise with land and buildings of any type and other property whether real or personal, moveable or immovable and to develop and turn to account any land and/or buildings acquired by the Company or in which the Company is or shall be interested,
- 18.3.26 to enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the Board conducive to the attainment of the Company's Objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which such Board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions,
- 18.3.27 to control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem to the Board to be desirable with respect to any business or operations of or generally with respect to any such company or companies,
- 18.3.28 to acquire by any means, any real or personal property or rights whatsoever, and to construct, equip, maintain, alter or demolish any buildings, works or other real or

personal property necessary or convenient for the purposes of the Company or to finance, guarantee or arrange the execution of such work by any other person body or company,

- 18.3.29 Subject to such consents as may be required by law, to solicit, receive and accept financial assistance, grants, donations, endowments, gifts (both inter vivos and testamentary), and loans of any property whatsoever, real or personal and Subject or not to any specific charitable trust or condition for the Company's Objects,
- 18.3.30 to engage and pay upon such reasonable and proper terms as may be thought fit any person or persons whether on a full time or part time basis or on secondment and whether as Director (Subject to the terms of the Articles) consultant or employee, to supervise, organise, carry on the work of and/or to advise the Company,
- 18.3.31 to amalgamate or affiliate with (by joining or co-operating or by some other means or association) or to acquire or take over all or part of the undertaking or assets of any charitable association or institution or any organisation having Objects altogether or in part similar to those of the Company's Objects and not formed for profit which the Company may lawfully acquire or take over but so that any steps so taken shall not enlarge the Company's Objects or involve any activity or disbursement of funds which do not further to the attainment of the Company's Objects,
- 18.3.32 to transfer, convey, assign or lease to any local authority, government body, quasi-government body or agency or any charity for any or no consideration any land, building or other property the transfer, conveyance, assignment or lease of which may appear to the Company to be conducive to the attainment of the Company's Objects or any of them,
- 18.3.33 to enter into partnership or into any arrangement for Joint, shared or mutual promotion, investment or development, union of interest, reciprocal concession or co-operation with any person or company carrying on, engaged, or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to further the Company's Objects or any of them,
- 18.3.34 to sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the board of Directors may think fit,
- 18.3.35 to act as agent or broker and/or as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts,
- 18.3.36 to remunerate any person, firm or company rendering services to the Company by cash payment or otherwise,
- 18.3.37 to pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same,

- 18.3.38 to provide, and establish and maintain trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory provided that the Company shall not provide, establish or maintain a non-contributory pension scheme) with a view to providing pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or the dependants or relatives of any such persons, and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements,
- 18.3.39 to support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of Directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid,
- 18.3.40 to do all or any of the things or matters aforesaid either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others,
- 18.3.41 to do all such other things as may be deemed incidental or conducive to the attainment of the Company's Objects or any of them
- 18.4 None of the Objects or Powers shall be restrictively construed but the widest interpretation shall be given to each such Object or Power, and none of such Objects or Powers shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other Object (s) or Power(s) or by inference from the name of the Company
- 18.5 None of the Objects specified shall be deemed subsidiary or ancillary to any of the Objects specified in any other such sub-clause, and the Company shall have full power to exercise each and every one of the Objects as though each such sub clause contained the Objects of a separate company
- 18.6 Subject to the provisions of this Article the income and property of the Company shall be applied solely towards the promotion of the Objects of the Company. No portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit to Members of the Company, provided that nothing in these Articles shall prevent any payment in good faith by the Company
- 18.6.1 of reasonable and proper remuneration to any servant of the Company for any services rendered to the Company,
- 18.6.2 of interest or capital in respect of money lent by any Member of the Company,

- 18.6.3 of reasonable and proper rent or licence fee for any premises demised, let or licensed by any Member of the Company or Director of the Company,
- 18.6.4 to the Chair for reasonable remuneration for the officeholding, subject to approval of the Board and
- 18.6.5 to any Director of reasonable remuneration for the officeholding and for reasonable out of pocket expenses properly incurred in connection with the business or undertaking of the Company

19 WINDING UP OR DISSOLUTION

- 19.1 If upon winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall be transferred to some other body or bodies have objects similar to the objects of the Company (which may include one or more of the Corporate Members) such body or bodies to be determined by the Board of the Company at or before the time of dissolution, and in the absence of a decision by the Board, by the Corporate Members (acting by majority)

Item 9i: Growth Deal Spend

Recommendation

- i) **That the Board agrees to carry forward expenditure at end of current financial year 2016/17 to 2017/18;**
- ii) **Dept. for Communities and Local Government be requested to move the funding reserved for Ely Southern Bypass forward from 18/19 to 17/18.**

1. Introduction

- 1.1. This report provides an update on performance of GCGP's existing Growth programmes – Growth Deal and Growing Places Fund.
- 1.2. In particular, it focuses on current year spend to date and forecasts to end 2016/17 and seeks Board agreement to carry forward remaining unspent funds to support delivery in 2017/18.

2. Growth Programmes - Progress to Date

- 2.1. Progress on Growth Deal projects is set out in Appendix A.
- 2.2. The total amount of Growth Deal allocated to GCGP is just over £109m to be invested in capital growth projects over the six financial years from 2015 to 2021.
- 2.3. The first year of Growth Deal was 2015/16 and £21.1m. Outturn spend was £9.948. With the agreement of Government, £11m was carried forward via a 'capital swap' arrangement with the Accountable Body.
- 2.4. GCGP has been working closely with partners on the profile of major growth schemes and while the LEP has been aware of likely slippage within the programme and this was highlighted to LEP Board at its last meeting, it is now clearer what the outturn underspend position is likely to be.
- 2.5. Without confirmation from Government, the Growth Team also undertook a review of the investment pipeline and discussed a number of opportunities with LEP partners for 'quick wins' in delivering standalone projects with economic outcomes by 31 March 2017.
- 2.6. Growth Deal grant for 16/17 was £28.9m. A further £1m was received from New Anglia LEP towards the Agri Tech programme, making the total £29.9m. Slippage in the progress of named Growth Deal projects has been managed by bringing forward expenditure under the Growth Fund programme. The current forecast is that £29.3m will be deployed by end March 2017, representing a broadly balanced budget for 16/17. A significant underspend against this year's

allocation is now not expected (although some large schemes still need to progress to actual construction).

- 2.7. Government has indicated that, although it is not its desired outcome, that LEPs may carry forward funding where schemes have clear and valid reasons for slippage.
- 2.8. For 15/16 a capital swap was undertaken to protect £11m of funding. As the six year profile in Appendix A demonstrates, this funding is required to address the peak in funding in 17/18 as the major schemes move into construction phases.
- 2.9. Even with the carry forward, 17/18 remains over-programmed. A key issue is that the Government's annual allocations profiled £4.1m of Ely Bypass spend into 18/19, when in fact it is intended to be delivered in 17/18. Discussions with Department for Transport suggest that they are able to make a full funding contribution in 17/18. A formal request needs to be made to Department for Communities and Local Government to ensure that our annual allocation is amended accordingly. Any additional over-programming can be managed in year.
- 2.10. GCGP is awaiting the outcome of Growth Deal Round 3 bidding. It is apparent that Government will not be making an allocation that meets our bid for £70m of investment. This will require the Board to reconsider the programme split, and will impact on its ability to support key projects overall.
- 2.11. As we are now able to carry forward the growth deal budget, and in light of pressure on next year 2017/18 and the probable Round 3 outcome, the Board is recommended to carry forward Growth Deal funds rather than consider new applications at this time. This would not prevent ongoing work on the investment pipeline for Growth Deal 3, nor opportunities for new loan or grant investment through Growth Fund (aka the Growing Places Fund) which the Growth Team will continue to develop.

APPENDIX A

Growth Deal Projects	Stage	LGF Budget for Scheme	Year to end of Q2 figures			Annual budget		
			Profilled Expenditure	Claimed Expenditure	Current Variance	Current forecast	Forecast Variance	
Kings Dyke Level Crossing	Delivery	8,000,000	204,000	0	-204,000	1,388,000	121,000	-1,267,000
Ely Southern Bypass	Detailed Cost	22,000,000	1,223,751	0	-1,223,751	10,682,221	7,318,408	-3,363,813
Bougeous Boulevard Phase 2	Delivery	9,200,000	2,351,327	1,585,131	-766,196	3,309,891	3,309,891	0
Pboro A47/A15 Junction 20	Delivery	6,300,000	2,288,094	1,549,475	-738,619	4,859,723	4,859,723	0
Wisbech Access Strategy*	Delivery	1,000,000	150,000	0	-150,000	500,000	456,000	-44,000
TWI	Complete	2,100,000	1,690,458	1,690,458	0	1,690,458	1,690,458	0
IMET phase 3	Delivery	9,952,161	165,230	262,086	96,856	3,831,294	3,831,294	0
Agri-Tech Programme (GPF Extn)*	Delivery	2,550,000	548,000	215,559	-332,441	2,048,000	2,048,000	0
Cam Biomedical Innovation Centre	Complete	1,000,000	758,036	758,036	0	758,036	758,036	0
Haverhill Innovation Centre	On Hold	1,000,000	0	0	0	550,000	0	-550,000
PRC Food Centre of Excellence	Complete	586,000	206,423	210,577	4,154	206,423	210,577	4,154
Growth Fund:Grovemere Property Loan	Delivery	3,680,000	0	0	0	0	3,051,500	3,051,500
Growth Fund:Grovemere property Grant	Delivery	1,440,000	0	0	0	0	640,000	640,000
Growth Fund:Signpost 2 Grant	Delivery	200,000	100,000	0	-100,000	0	200,000	200,000
Growth Fund:Fenland Stations	Delivery	395,000	0	0	0	0	100,000	100,000
WATA Highways Academy	Complete	415,000	20,294	20,292	-2	20,294	20,292	-2
Advanced Construction	On Hold	3,400,000	0	0	0	450,000	450,000	0
Medtech Accelerator	Delivery	500,000	250,000	250,000	0	0	250,000	250,000
Growth Fund:EZ Plant Centre	Complete	65,000	65,000	65,000	0	0	65,000	65,000
Total		73,783,161	10,020,613	6,606,615	-3,413,998	30,294,340	29,380,179	-914,161

* Total LGF budget includes £1m contribution from NALFP as the total expenditure includes all projects

		Funding approved/ Project status	Revised Project Allocations	Spend Allocated 15/16	Forecast total 16/17	Forecast total 17/18	Forecast total 18/19	Forecast total 19/20	Forecast total 20/21
LOGASNet	Kings Dyle Level Crossing								
IGFGC01	Ely Southern Bypass (retained plus LTB)	yes	8,000,000	160,000	121,000	6,612,000	1,107,000		
IGFGC02	Bouges Boulevard Phase 1	yes	22,000,000	450,000	7,318,221	14,231,779			
IGFGC03	Bouges Boulevard Phase 2	completed	2,100,000	2,100,000					
IGFGC04	Phoro A47/A15 Junction 20	yes	9,200,000	1,450,109	3,309,891	4,440,000			
IGFGC05	Phoro A47/A15 Junction 20	yes	6,300,000	1,440,277	4,859,723				
IGFGC06	Wisebech Access Strategy	yes	1,000,000	500,000	456,000	44,000			
provisional	Wisebech delivery	not due yet	10,500,000	0	0	0	500,000	2,000,000	8,000,000
IGFGC07	TWI (The Welding Institute)	yes	2,100,000	961,768	1,138,232				
IGFGC07b	High tech phase 2	not due yet	1,100,000	0	0	0	1,100,000		
IGFGC08	IMET phase 1	completed	250,000	250,000					
IGFGC08	IMET phase 2	completed	297,839	118,492	179,347				
IGFGC08	IMET phase 3	yes	9,952,161	0	3,831,294	6,120,867			
IGFGC09	Agri-Tech Programme	yes	1,550,000	502,000	2,048,000				
IGFGC010	Cambridge Biomedical Innovation Centre	completed	1,000,000	241,964	758,036		1,300,000		
IGFGC011	Haverhill Innovation Centre	no	1,300,000	0	0	0			
IGFGC012	PRC Food Centre of Excellence	completed	586,000	379,577	210,577				
IGFGC013	GPF Extn Allocation	ongoing	16,600,600	1,000,000	4,806,500	1,958,500	2,869,000	3,540,000	2,426,600
IGFGC014	WATA Highways Academy	completed	415,000	394,706	20,292				
IGFGC014b	Advanced Construction	no	3,400,000	0	450,000	0	0	500,000	2,450,000
not yet coded	M11 J8	not due yet	1,000,000	0	0	0	0	0	1,000,000
not yet coded	Soham	not due yet	1,000,000	0	0	0	0	0	1,000,000
provisional	A428 to Cambridge improvements	not due yet	9,000,000	0	0	0	0	6,150,000	2,850,000
provisional	GPF additional	not due yet	455,000	0	0	0	0	0	455,000
TOTAL			109,106,600	9,948,893	29,507,113	33,407,146	6,876,000	12,190,000	18,181,600
GOVERNMENT INDICATIVE ALLOCATION*									
	Carried forward		110,106,609	21,100,000	29,943,252	15,270,035	13,421,780	12,185,771	18,185,771
	Cumulative remaining allocation				11,151,107	11,587,246	-6,549,865	-4,085	-8,314
	Balance			11,151,107	41,094,359	26,857,281	6,871,915	12,181,686	18,177,457
					11,587,246	-6,549,865	-4,085	-8,314	-4,143

*Includes Elm NALP

Item 9ii: Growth Funds - John Bradfield Centre, Cambridge Science Park

COMMERCIALLY SENSITIVE

Item 9iii: Local Transport Panel

Recommendation

- i) That the Board notes the outcomes of the Local Transport Panel.

GREATER CAMBRIDGE GREATER PETERBOROUGH ENTERPRISE PARTNERSHIP (GCGP)

LOCAL TRANSPORT PANEL MEETING

Date: Tuesday 15 November 2016
Time: 10.00 – 12.00
Place: The Incubator, Alconbury Weald

Present: John Bridge, GCGP (Chair)
Cllr I Bates, Cambridgeshire County Council

Officers: GCGP – Adrian Cannard
GCGP – Alex Frances
Peterborough City Council – Andy Tatt
Cambridgeshire County Council – Elsa Evans, Mike Salter and Shelley Mason

Others: Steven Bishop (Steer Davies Gleave)
David Boddy (Skanska)
Eric Cooper (Highways England)
Thomas Stead (Network Rail)

1. WELCOME AND INTRODUCTIONS

The Chairman welcomed Members and officers.

2. STRATEGIC CONTEXT

Growth Deal 3 - News on the outcome of the Growth Deal 3 submission to Government. News was likely to emerge after the Government's Autumn Statement announcement. The LEP had programmed in its Annual Conversation with DCLG shortly afterwards in order to take this into account.

Devolution Deal – local authorities were voting on the proposed Devolution Deal. If a Combined Authority came into being the proposal was that its annual £20million fund for transport and infrastructure would cover both revenue and capital.

GCGP Strategic Economic Plan – the SEP was being refreshed and would take a longer perspective beyond its current 2021 time period. It would continue to cover the entire LEP area notwithstanding the different geography in the proposals for a Combined Authority. The consultants had been appointed and would be expected to liaise with key stakeholders that had been identified through the Local Growth Strategy Group. This SEP would also need to dovetail with any decision on taking forward a Cambridgeshire and Peterborough Combined Authority if a devolution deal was agreed.

3. CURRENT PROGRAMME

Adrian reporting that the consequence of the programming slippages was an underspend in the current year and consequent over-programming in 2017/18. LEP would reprofile and look at the existing pipeline to see what else could be brought forward to minimise the 16/17 underspend if required (e.g some Peterborough schemes had already been designed, CCC may have some cycling and walking projects).

ACTION: LEP to liaise with PCC and CCC to reprofile and prepare report to LEP Board.

The position on individual schemes was as follows:

Ely: Awaiting confirmed tender cost before we can go back to DfT to request the money is released. We would be requesting the money to be released over 2 years rather than 3. The Design and Build contractor had been appointed and construction would start by mid-January 2017.

Kings Dyke: due to planning difficulties CCC were having to instigate a Compulsory Purchase Order where it seemed fairly certain an objection would be raised. This could give rise to a delay of between 6-12 months as the appeal was heard and determined.

Bourges Boulevard Phase 2 and A47 Junction 20: on track.

Wisbech Access Strategy: on track. Consultant is developing the Outline Business Case. Contact is being made with DfT to ensure the OBC requirement to secure the £10.5m for delivery is clear.

Cambridge to St Neots A428 Corridor: awaiting DfT confirmation we can use same business case that was prepared for the City deal approval process. Growth Deal funding would support delivery in the later stages, with the CD contribution being used first. They were also keen to join up this scheme with planned work at Caxton

Gibbet. Ian Bates said the impact of this proposal needed to be explored. **ACTION: Ian Bates to discuss with HE separately.**

4. ASSURANCE FRAMEWORK REVIEW

The Accountable Body has to sign off that the Assurance Framework is compliant with new guidance issued from Government on economic benefit. A Combined Authority would look after both Growth Deal and Devolution Deal projects. At the current time it was unclear whether Government was considering a Single Pot approach or not. In any case it would make sense to have compatible processes even if the governance models were different for each. This would be looked at in more detail once the decision on devolution was known.

ACTION: Adrian, Alex, Steven and Elsa to meet to plan the Framework review.

Experience of the Growth Deal 3 process had revealed the challenges in comparing projects against each other that could be vastly different from each other (e.g skills vs transport). Alex tabled a paper *Towards a Commissioning Model* that had been submitted to the LEP Board proposing a way forward.

5. ELY AREA RAIL IMPROVEMENTS

Adrian reported that the Board paper had been well received with support to fund further GRIP development work without delay. Both GCGP and LEP, New Anglia LEP were willing to contribute in principle but wanted to await the outcome of their GD3 bids to Gov before discussing figures. It was hoped the CA would also be another Funder and Network Rail had also been asked to explore funding through strategic freight programme.

6. AOB

Soham station – Cllr Bates reported that CCC was leading a bid for support from DfT's New Stations Fund to deliver this.

Foxton station – Cllr Bates and the Local MP had raised their concerns in person with DfT Ministers that the level crossing removal did not feature in Network Rail's capital programme at all. He would be seeking a discussion with NR at a senior level about this.

Highways England Road Investment Strategy 2 (2020-2025) – Eric reported that the Call for Evidence had recently completed. HE were now sifting through over 5,000 contributions. Once this was done HE were planning a series of stakeholder events in spring 2017 after which time they would look at sequencing and optioneering before reporting back to DfT in autumn 2017.

HE Support. Eric highlighted that HE had a dedicated funding pot relating to growth and housing where up to £5million per scheme could be used to match projects that helped release developments that were otherwise stuck. Schemes needed to have planning permission granted but within scope were schemes that covered improvements to the non HE roads if they benefitted the operation of the Strategic Road network itself. He urged members to consider if they had suitable bids.

ACTION: Eric to circulate further details of the fund. [Post meeting note: see link to information leaflet [Highways England Growth and Housing Fund £100m to be allocated by 2021](#)]

Oxford-Cambridge link. Adrian reported that the National Infrastructure Commission is looking at the Cambridge-Oxford multi-modal corridor and the economics for it. [post meeting note – see DfT press release from 16 November:

<https://www.gov.uk/government/news/new-east-west-transport-links-could-provide-a-once-in-a-generation-opportunity-for-britains-silicon-valley-armitt>

Skills capacity concerns. Concerns were raised about the capacity of the construction industry to meet the high levels of proposed activities both in housing and infrastructure development. Similar concern was raised about materials supply capacity.

ACTION: LEP to programme in a discussion on this at the next meeting.

7. DATE OF NEXT MEETING

The Panel agreed for the next meeting to take place on 10 January 2017 at 10am in Shire Hall.

Item 10: Minutes from Board Meeting held on 1 November 2016

MINUTES OF A MEETING OF THE GREATER CAMBRIDGE GREATER PETERBOROUGH ENTERPRISE PARTNERSHIP BOARD OF DIRECTORS HELD IN ALCONBURY ON TUESDAY 1ST NOVEMBER 2016

Present: Mark Reeve (Chairman)
Peter Abel
Cllr Steve Count
Trevor Ellis
David Gill
Steve Elsom
Terry Elphick
Claire Higgins
Cllr Robin Howe
Cllr Terry King
Prof Iain Martin
Mark Read
Prof Nigel Slater
Cllr James Waters

In attendance: Neil Darwin – Chief Executive GCGP
Laura Welham-Halstead – GCGP
Michael Tolond – Company Secretary
Pete Northover – BIS
Steve Bowyer - Opportunity Peterborough
Adrian Cannard - GCGP
Lisa Goodman – British Rail (for Minute No 2016/65)
Mark Jackson – Rawlinsons (for Minute No 2016/69)
Graham Hughes – Cambs County Council

MINUTE NO.		ACTION
2016/61	APOLOGIES FOR ABSENCE Apologies for absence were received from John Bridge and Cllr John Holdich.	
2016/62	DECLARATIONS OF INTEREST Claire Higgins declared an interest relating to Cross Keys Housing Ltd under Minute No 2016/66. Cllr Steve Count and Cllr Robin Howe declared an interest in relation to their respective Councils under Minute No 2016/69.	

2016/63	<p>NEW BOARD MEMBERS</p> <p>The Board approved the appointment of the following Directors: Councillor Robin Howe – Leader Huntingdonshire District Council, Peter Abel – BGL Junction Insurance, Steve Elsom – Lloyds Banking Group.</p>	
2016/64	<p>CHIEF EXECUTIVE UPDATE</p> <p>Neil Darwin reported that a letter had been received from the Secretary of State for Communities and Local Government relating to European Funding stating that it would be guaranteed until February 2017. Projects would be accelerated therefore where possible and David Gill reported that the ESIF Committee would be reviewing the Government letter in more detail at its November meeting.</p> <p>The Board had unanimously agreed electronically to appoint LDA Design Peterborough in partnership with Judge Business School and the University of Cambridge to undertake a refresh of the LEP's Strategic Plan at a cost of £76,000. The Growing Places Fund would be used to pay for this work.</p> <p>Neil Darwin reported that the Executive had attended the MIPIM exhibition in London recently and exhibited for the duration of the exhibition. Laura Welham-Halstead outlined the details which were presented to attendees including the focus on Cambridge 'The UK's Brightest City'.</p>	
2016/65	<p>ELY NORTH JUNCTION – NETWORK RAIL</p> <p>Lisa Goodman, Senior Development Manager Network Rail presented the Business Case for improvements at Ely North Rail Junction. Network Rail had identified that development costs of up to £8.9m were required to accelerate the project. This figure included a Contingency and Industry Risk premium, in total £2m, which Network Rail were examining to see if they could be reduced. Costs would be split over 2 years; £3m/£5.9m, to get to GRIP 3A (Preferred Option) and GRIP 4 would require a further £2m. Growth Deal bids by GCGP emphasise the importance of transport connectivity to growth and the Strategic Economic Plan references Ely North as part of the investment ask.</p> <p>Network Rail considered that the work at Ely North Junction was critical to a significant number of rail routes within East Anglia.</p> <p>Assuming a firm commitment from the shadow Combined Authority, and Norfolk/Suffolk partners, then GCGP would be in a position to advance fund development work up until the Combined Authority funds are released in April 2017, subject to a positive outcome on the establishment of the Mayor and Combined Authority.</p> <p>The development would also be significant for the economic development of the region. After due discussion and comments made by Board members in relation to the business case, the wider economic benefits of the scheme and the projected costs, the Board accepted the technical and financial case set out by Network Rail. The Board agreed to authorise the GCGP Chair working with the Shadow Combined Authority to find a way of accelerating funding to deliver GRIP stages 3 and 4 development. A paper would be prepared for the Board outlining the economic benefits of the Network Rail proposals, the certainty of costs involved and the role that the stakeholders could play in paying the costs of the project.</p>	ND

	The Board recognised that there was a risk of a significant delay to the re-imbursement of the £9m that would be invested by the LEP.	
2016/66	<p>CAMBRIDGESHIRE AND PETERBOROUGH DEVOLUTION</p> <p>Neil Darwin presented the update on the devolution process which had included GCGP as a key partner in discussions to date. The summary of the key benefits delivered by the Cambridgeshire and Peterborough deal including a £20million annual fund for 30 years, £70million for affordable housing, £100million for affordable rent and shared ownership in the region, Transport infrastructure improvements, rail improvements, investment in developing a Peterborough University with degree-awarding powers and a local integrated job service working alongside the Department of Work and Pensions, co-design of a National Work and Health Programme for disadvantaged groups, devolved skills and apprenticeship budget and working with Government to secure a Peterborough Enterprise Zone. Mark Reeve confirmed that funding would still be allocated to the LEP for areas within the LEP but outside the combined authority. Cllr Steve Count confirmed that the combined authority would work in the future with the City Deal and the LEP on transport and infrastructure issues relevant to the local economy.</p> <p>The benefits of devolution were outlined together with the key objectives for Cambridgeshire and Peterborough. The timetable indicated, following Board approval, the passing of the Parliamentary Bill by January 2017, establishment of a Combined Authority by February 2017 and election of a Mayor by May 2017.</p> <p>The Board agreed as follows:</p> <ul style="list-style-type: none"> i) To endorse the Cambridgeshire and Peterborough Scheme, Governance Review and Proposal as presented on 23 June 2016 ii) To authorise the GCGP Chair to conclude the Devolution agreement and associated documents. iii) To approve GCGP becoming a constituent member of the Cambridgeshire and Peterborough Combined Authority with effect from the commencement date determined by the final Parliamentary order iv) To appoint the GCGP Chair to act as the LEP's appointee to the Shadow Combined Authority and to the Combined Authority thereafter. v) To note the timetable for the implementation of the Cambridgeshire and Peterborough devolution agreement 	
2016/67	<p>iMET TRAINING CENTRE</p> <p>Neil Darwin presented the current position on the delivery of the iMet project and reported that the proposed merger of Huntingdonshire Regional College and Cambridge Regional College presented a short-term issue to the delivery of iMet. Recent discussions had highlighted key areas of concern relating to business engagement, limited Curriculum Planning, and impact of Curriculum development on facilities provision. Neil Darwin added that the merger of the two Colleges was accelerating and an interim Principal had been appointed for the Colleges. Cllr Howe stated that Huntingdonshire District Council had concerns over the Regional College's marketing strategy and business development proposals.</p>	

	<p>The Board agreed to review the delivery of the iMet project in the light of changes in FE locally and with the new Leadership team working across both Colleges and agreed to a review of the iMet project management with delegation to the Chief Executive to identify a way forward for the project in the light of the changes indicated. This would also involve discussions with Urban and Civic on delivery of the iMet facility. Neil Darwin and Robin Howe undertook to review the key issues associated with the delivery of the iMet project and report to the December Board meeting.</p>	ND/RH
2016/68	<p>GROWTH DEAL</p> <p>i) <u>Update</u></p> <p>Adrian Cannard presented the Growth Deal update and reported that the TWI redevelopment and the Cambridge Biomedical Innovation Centre had been completed. The investment in Medical Accelerator Ltd had taken place and the loan agreement for Lancaster Way Business Park had been signed.</p> <p>The key risks which had emerged were to the Ely Southern Bypass with delays possible to achieving full approval and to the A428 public transport scheme due to the locally controversial nature of the project and to delivery at the end of the Growth Deal Period. The current forecast of spend by Growth Deal projects was £32.5m of the £35.1m allocation for 2016-17 and work was underway to identify if projects could be brought forward to fully utilise all Growth Deal grants in 2016/17. There was now a potential issue with over-programming in 2017-18 with £7.6m over programmed mainly due to the Ely Southern bypass. The GCGP Local Transport Panel at its meeting on 15th November would provide advice to the Board for its December meeting on the latest transport schemes funding profile and how risks of any slippage to the end of 2016-17 could be managed.</p> <p>ii) <u>Developing a Commissioning Model for Investment</u></p> <p>Adrian Cannard presented the proposal for developing a Commissioning Framework for GCGP to enable the LEP and its partners to be more proactive and much clearer in it priorities for investment based on a shared evidence base. The LEP would be able to jointly commission for delivery of outcomes with partners, or invest via new partners for example through equity investment or joint venture. The commissioning cycle would include a strategic need assessment, decisions on priorities and outcomes and planning and designing services, options appraisal, sourcing, procurement, delivery, monitoring and review. All decision-making processes would be fully transparent.</p> <p>The Board confirmed the move to a commissioning model underpinned by a refreshed Strategic Economic Plan and agreed that the LEP undertake further work on developing a Commissioning Framework seeking input from specialist expertise where necessary.</p>	
2016/69	<p>GCGP YEAR-END ACCOUNTS FOR 2015/16</p> <p>Mark Jackson of Rawlinsons, Auditors of GCGP, presented the draft 2015-16 Account, the reconciliation of the deficit/surplus and the summary of the income and expenditure by project. The operating surplus for the year was £238,414 after deduction of administrative expenses and as a result members' funds were £678,382 which included a cash figure of £251,171. The significant debtors figure of £627,601 did not include any</p>	

	<p>significant risks for the company. It was agreed that a specific figure should be included in note 10 for any potential winding up in the future.</p> <p>The Board therefore approved the report and accounts for the year ended 31st March 2016 and noted that Rawlinsons had provided an unqualified audit opinion.</p>	
2016/70	<p>DEVELOPMENT OF GCGP'S CAPACITY</p> <p>Mark Reeve introduced the proposal to recruit 3 new key posts within GCGP in order to meet the newly expanded agenda faced by the company. The background to the development of GCGP and the increase in its role was outlined by Neil Darwin and 3 new senior posts had been identified to meet organisational requirements. A new Executive Director – Finance and Operations would be responsible for Finances, Planning, Strategy and Skills; the Executive Director – Investment would be responsible for European Programmes, Inward Investment, Innovation and Agri Tech; the City Deal Executive would be dedicated to GCGP input on the Greater Cambridge City Deal. The additional cost of these three posts would be £278,200 drawn from within GCGP's existing budget and from drawing down programme management costs, with the new posts being operational by March 2017. The overall headcount would be increased to 30 staff members and meet the Company's strategic management requirements.</p> <p>The comments of Cllr John Holdich and John Bridge relating to this proposal were reported in their absence, with Cllr Holdich not supporting the proposal and John Bridge indicating his support for the proposal.</p> <p>After due discussion and accepting differing views from local authorities, the Board supported the recruitment of the 3 new key posts within GCGP to help meet the newly expanded agenda faced by the organisation. Where appropriate Board members would be involved in the recruitment process.</p>	
2016/71	<p>VENTUREFEST EAST 2017</p> <p>Neil Darwin introduced the proposal to establish a wholly owned VAT registered limited by guarantee company, Venturefest East Ltd, which could save GCGP £20,000 of otherwise irrecoverable VAT associated with funding available to the LEP via sponsorship and ticket sales.</p> <p>It was agreed that the company be formed with the initial two Directors being the GCGP Chairman and Chief Executive.</p>	
2016/72	<p>APPROVAL OF MINUTES</p> <p>The minutes of the Board meeting held on 13th September were approved.</p>	
2016/73	<p>DATE OF NEXT MEETING</p> <p>The date of the next meeting was fixed for Tuesday 13th December 2016 at Ellutia, Unit 200 Lancaster Business Park, Ely CB6 3NX at 3pm.</p> <p>Details of various events before the next meeting would be emailed to Directors.</p>	