

**DATED**

**2020**

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(1) WALSALL METROPOLITAN BOROUGH COUNCIL

(2) THE BOROUGH COUNCIL OF DUDLEY

(3) THE BOROUGH COUNCIL OF SANDWELL

(4) WOLVERHAMPTON CITY COUNCIL

and

(5) BLACK COUNTRY CONSORTIUM LIMITED

**SUPPLEMENTAL DEED RELATING TO THE COLLABORATION AGREEMENT  
IN RELATION TO THE BLACK COUNTRY EXECUTIVE JOINT COMMITTEE  
CITY DEAL AND GROWTH DEAL DATED THE 7 MAY 2014**

**DATE**

2020

**PARTIES**

- (1) **WALSALL METROPOLITAN BOROUGH COUNCIL** of Civic Centre, Darwall Street, Walsall, WS1 UP ('WMBC');
- (2) **THE BOROUGH COUNCIL OF DUDLEY** of The Council House, Priory Road, Dudley, West Midlands, DY1 1HF ('Dudley');
- (3) **THE BOROUGH COUNCIL OF SANDWELL** of Freeth Street, PO Box 2374, Oldbury, B69 3DE ('Sandwell');
- (4) **WOLVERHAMPTON CITY COUNCIL** of Civic Centre, St Peter's Square, Wolverhampton, WV1 1RG ('Wolverhampton'); and
- (5) **BLACK COUNTRY CONSORTIUM LIMITED** (Company Registration number 05159791) whose registered office is at The Deckhouse, Waterfront West, Dudley Road, Brierley Hill, DY5 1LW ('BCC').

**BACKGROUND**

- (A) The Parties are parties to a Collaboration Agreement dated 7 May 2014 (the 'Agreement') in relation to the Black Country Executive Joint Committee City Deal and Growth Deal for the collaboration, administration and the allocation by central government of funding across the Black Country area which comprises the administrative boundaries of Walsall, Dudley, Sandwell and Wolverhampton and is known as 'City Deal' and 'Growth Deal'.
- (B) The Agreement amended in accordance with the content of a report approved by the Black Country Executive Joint Committee on 7 September 2016 delegated further powers to the Joint Committee from each Council's Cabinet to enable it to make decisions relating to funding applications into and funding received through or from the West Midlands Combined Authority.
- (C) The Agreement was amended in accordance with the content of a report approved by the Black Country Executive Joint Committee on 12 February 2020, including to: (i) incorporate all current and future funding opportunities secured or operated by or through the Black Country Local Enterprise Partnership (BC LEP); and (ii) widen the scope of the Agreement and a Deed of Variation dated 28 February 2020 to effect such changes.
- (D) The Parties have agreed certain principles and a framework which are to apply in managing the programme, funding and monitoring of the Black Country Enterprise Zone ('BCEZ') and have entered into this Deed to record such principles and framework and

to agree to follow and act in accordance with the same.

(E) This deed shall take effect on and from the date of this document (the 'Variation Date')

#### **IT IS AGREED:**

##### **1. TERMS DEFINED IN THIS DEED**

In this Deed:

- 1.1 Expressions defined in the Agreement and used in this Deed have the meaning set out in the Agreement:
- 1.2 The rules of interpretation set out in the Agreement shall apply to this Deed;
- 1.3 Headings are for convenience only and shall not affect the construction of this Deed.

##### **2. SUPPLEMENTAL**

- 2.1. This Deed is supplemental to the Agreement and sets out how the Parties shall act in relation to the Black Country Enterprise Zone which forms a further area for collaboration between the Parties.
- 2.2 In consideration of the Parties entering into this Deed, the Parties each agree that with effect from the Variation Date they shall, in relation to the Black Country Enterprise Zone, each act in accordance with the general principles of collaboration set out in the Agreement and shall further observe and perform and act in accordance with the principles set out the BCEZ Governance Principles as referred to in Clause 2.3 below.
- 2.3 The BCEZ Governance Principles as agreed between the Parties at the date hereof are set out in the Schedule to this deed but may be revised by written agreement between the parties from time to time, once approved by the Black Country Joint Committee.
- 2.4 The Parties further agree that the terms of the Agreement, except as supplemented by this Deed, are confirmed as if they were set out in this Deed in full and that such terms as so supplemented are for all purposes incorporated into this Deed.

##### **3. GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

##### **4. JURISDICTION**

The Parties irrevocably agree that the courts of England and Wales shall have exclusive

jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

**5. THIRD PARTY RIGHTS**

A person who is not a party to this deed has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this deed and of the Deed, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**THIS AGREEMENT** has been executed and delivered as a deed by or on behalf of each of the Parties on the date stated at the beginning of this Agreement.

**THE COMMON SEAL** of

**WALSALL METROPOLITAN BOROUGH COUNCIL**

was affixed to this deed which

was delivered when dated in the presence of:

Authorised Signatory

**THE COMMON SEAL of THE  
BOROUGH COUNCIL OF DUDLEY**  
was affixed  
to this deed  
which was delivered when dated in the  
presence of:

**THE COMMON SEAL** of **THE  
BOROUGH COUNCIL OF  
SANDWELL** was affixed to this  
deed which was delivered when  
dated in the presence of:

Authorised Signatory

**THE COMMON SEAL** of  
**WOLVERHAMPTON CITY**  
**COUNCIL** was affixed to this deed  
which was delivered when dated in  
the presence of:

Authorised Signatory



**EXECUTED** as a deed by **BLACK  
COUNTRY CONSORTIUM  
LIMITED** acting by a two Directors  
or a Director and the Company  
Secretary:

**SCHEDULE**

**BCEZ Governance Principles**