

West Midlands Declaration Pack

This pack is required to be completed by all LSIP's Board Members, Sub-Board Members, Staff & Sub-Contractors working on the West Midlands LSIP Project

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Coventry and Warwickshire Chamber of Commerce LSIP Conflict of Interest Policy

Policy statement

It is the policy of Coventry and Warwickshire Chamber of Commerce to maintain principles of openness, fairness and impartiality and to avoid conflicts of interest in relation to the Local Skills Improvement Plan.

Purpose

The purpose of this policy is to protect the interests of the Coventry and Warwickshire Chamber of Commerce and its work as the designated Employer Representative Body for the Local Skills Improvement Plan (LSIP).

In the regular course of business, agents, Board members and Coventry and Warwickshire Chamber of Commerce employees may have the opportunity to advance their own personal interests with or against the interests of the LSIP. Acting in such a manner is unacceptable and any party who acts outside of the company's and LSIP's best interest may be subject to disciplinary action.

We will seek to ensure that all relevant interests are disclosed and that all individuals working for or on behalf of the Coventry and Warwickshire Chamber of Commerce on the development of the LSIP for the West Midlands region to comply with this policy and raise any matters of concern.

Scope and applicability

This policy applies to all individuals working for or on behalf of the Coventry & Warwickshire Chamber of Commerce whether permanent, fixed term or temporary, and wherever located, including consultants, associates, contractors, seconded staff, casual staff, agency staff, volunteers, agents, sponsors, and any other person who performs services for or on behalf of the Chamber, (collectively referred to as Workers in this policy). In the context of the LSIP this also includes members of the West Midlands LSIP Board and any other employers and stakeholders' organisations undertaking work on the LSIP, whether paid or unpaid.

What is conflict of interest

A conflict of interest is any situation where Coventry & Warwickshire Chamber of Commerce, as Designated Employer Representative Body, or one of our Workers, engages in any activity or obtains any financial, economic or other personal interest (directly or indirectly), which might (or

might be perceived to) compromise their impartiality and independence in the context of performing the LSIP activity.

A conflict of interest can occur when an individual or organisation is put in a situation or circumstance that impacts their ability to apply judgement or act in their role in relation to the LSIP, or could be, impaired or influenced by a secondary interest. Even if the individual or organisation does not actually benefit, a conflict can still occur if it appears a decision may have been influenced. The perception of competing interests, impaired judgement or undue influence can also be a conflict of interest.

Record keeping

We will request all of those listed in Scope, above, to complete a Register of Interests form on at least an annual basis, and to update this immediately should anything change. They should also raise any concerns or potential issues as they arise.

These Registers of Interest will be retained by the Coventry & Warwickshire Chamber of Commerce. As the Designated Employer Representative Body, we will publish and maintain this Conflict-of-Interest policy and a Register of Interests.

Addressing conflicts of interest

We will take all reasonable steps to avoid conflicts of interest while at the same time achieving the most effective engagement with and input into the West Midlands LSIP, taking advantage of the knowledge and expertise available.

The terms of reference for the West Midlands LSIP Board and the Coventry and Warwickshire Chamber of Commerce understand that by the very nature of the activity and the Group, there will be conflicts of interest. Although the LSIP Board does not have any direct financial decision-making responsibilities, it does have a significant influence on the LSIP report, project activities and recommendations. It is therefore essential that any member who may have a pecuniary or non-pecuniary benefit from any discussions or decisions declares those at the outset (through a Conflict-of-Interest form) and again prior to any relevant discussion to enable potential conflicts to be recognised and managed appropriately.”

We will not therefore necessarily exclude people or organisations from a discussion, depending on the nature of and outcomes sought from that discussion. We will monitor to ensure that no one uses their position inappropriately and will ensure that actions agreed do not give them an unfair advantage.

We will exclude individuals from discussion and decisions, for example, in awarding contracts to undertake work as part of the LSIP, and similarly in recruitment. At the start of procurement or equivalent we will check that no one involved has a conflict of interest in relation to potential bidders.

The role of the LSIP does not include commissioning provision so there will be no conflict of interest in that respect.

Responsibilities and raising concerns

The prevention, detection, and reporting of actual, potential and perceived conflicts of interest is the responsibility of all those working on the LSIP. All Workers are required to avoid any activity that might lead to, or suggest, a breach of this policy.

Workers must notify the Chamber's LSIP Project Manager, Rajpal Kaur rajpalk@cw-chamber.co.uk as soon as possible if it is believed or suspected that a conflict of interests exists, may exist, may be perceived to exist, or may occur in the future.

All Workers are aware that they are responsible for the success of this policy and should ensure they use it to disclose any suspected danger of or actual wrongdoing.

If any Third Party is aware of any activity by any Worker which might lead to, or suggest, a breach of this policy, they should raise their concerns with the Chamber's LSIP Project Manager, Rajpal Kaur rajpalk@cw-chamber.co.uk.

As the Designated Employer Representative Body, the Coventry and Warwickshire Chamber of Commerce must and will notify the Department for Education (the Department) of any perceived, potential and/or actual conflict of interest immediately we become aware of it, and immediately take all necessary steps to rectify the situation and notify the Department of the action taken. As the Designated Employer Representative Body, we must also comply with any additional measures that the Department may require.

Sanctions

Any employee or contractor who breaches this policy may face disciplinary action, which could result in dismissal for gross misconduct. We reserve our right to terminate our contractual relationship in terms of the LSIP with non-employee Workers if they breach this policy. This includes non-contractual relationships in terms of work on the LSIP.

If, as Designated Employer Representative Body, we are unable to reasonably satisfy the Department, in respect of a conflict of interest, the Department may remove the designation.

Communication

All Workers will be briefed on this policy, which will also be made available publicly the Coventry and Warwickshire Chamber of Commerce website.

Monitoring and review

The Coventry and Warwickshire Chamber of Commerce monitors the effectiveness and reviews the implementation of this policy at appropriate intervals, considering its suitability, adequacy and effectiveness. Any improvements identified are made as soon as possible. Internal control systems and procedures are also subject to regular review to provide assurance that they are effective in countering any risks of issues arising from actual or potential conflicts of interest.



West Midlands LSIP Project Register of Interests

Please record any relationships, contracts, posts held or other detail that might, now or in the future, cause a conflict of interest with the work of the LSIPS Programme.

Name			
Organisation			
Declarations & Details of Potential Conflict of Interest		Date	Signed
Declarations & Details of Potential Conflict of Interest		Date	Signed
Declarations & Details of Potential Conflict of Interest		Date	Signed
Declarations & Details of Potential Conflict of Interest		Date	Signed
Declarations & Details of Potential Conflict of Interest		Date	Signed
Declarations & Details of Potential Conflict of Interest		Date	Signed

Please use the blank sheet at the end of this document if insufficient space above.

Internal Use: This document is to be reviewed by Coventry and Warwickshire CC and updated as required:

Review Date	Reviewers Initials	Review Date	Reviewers Initials	Review Date	Reviewers Initials	Review Date	Reviewers Initials	Review Date	Reviewers Initials	Review Date	Reviewers Initials

West Midlands LSIP Project Non-Disclosure Agreement

Applicable to all LSIP’s Board Members, Sub-Board Members, Staff & Sub-Contractors members

The Discloser – Coventry & Warwickshire Chamber of Commerce

The Recipient – West Midlands LSIP Board Members, Sub-Board Members, Staff & Sub-Contractors duly signing this document

The Purpose – West Midlands LSIP Project commissioned by the Department of Education

- The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of carrying out, on behalf of the Department of Education, the West Midlands LSIP Project – commencing **October 2025** (the Purpose).
- The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose, without first obtaining the written agreement of the Discloser.
- The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party except to those directly involved with the West Midlands LSIP Project who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2 above and this clause 3.
- The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
 - any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
 - any information which is already known to the Recipient, and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.
- Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
- The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.

7. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the Discloser except the right to copy the Confidential Information solely for the Purpose.

8. The undertakings in clauses 2 and 3 will continue in force for 3 years from the date of this Agreement.

9. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Nolan Principals

Applicable to all LSIP's Board Members, Sub-Board Members, Staff & Sub-Contractors members

As the project is on behalf of the Department of Education it is deemed correct that all those involved should agree to abide by the Nolan Principals.

The Seven Principles of Public Life

The Seven Principles of Public Life (also known as the Nolan Principles) apply to anyone who works as a public office-holder. The principles also apply to all those in other sectors delivering public services.

1.1 Selflessness

Holders of public office should act solely in terms of the public interest.

1.2 Integrity

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

1.3 Objectivity

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

1.4 Accountability

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

1.5 Openness



Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

1.6 Honesty

Holders of public office should be truthful.

1.7 Leadership

Holders of public office should exhibit these principles in their own behaviour and treat others with respect. They should actively promote and robustly support the principles and challenge poor behaviour wherever it occurs.

Signature Page

Applicable to all LSIP's Board Members, Sub-Board Members, Staff & Sub-Contractors members

Title (Mr. Mrs. Dr....)	
First Name	
Surname / Family Name	
Organisation	
Job Title	
Position within the LSIPS Programme (<i>Board and/or Staff and/or contractor</i>) STATE WHICH	

Confirmation of reading or completing the following documents contained within this pack	
The Item	Tick to say read or completed as appropriate
Conflict of Interest Policy (Read)	
Conflict of Interest Register (Completed)	

Non-Disclosure Agreement (Read)

Nolan Principals (Read)

Signed

Date

West Midlands LSIP- Continuation Sheet

Please use this sheet to record any conflicts of interest that you cannot fit onto page 3.

West Midlands Scope

Name	Organisation	Function
Corin Crane	C&W Chamber	Chair
Mahfia Watkinson	WMCA	Deputy Chair
Emily Stubbs	Greater Birmingham Chambers of Commerce	Policy - partner
Sean Jackson	Black Country Chamber	Chamber Partner
Wayne Langford	WM Combined Universities	HE Representative
Alison Torrens	Universities WM	HE Representative
Delma Dwight	EIU	Labour Market Research & Evidence
Derrin Kent	WMPN	ITPs
Fay Winterburn	Warwickshire CC	LSIP Warwickshire interface

SKILLS SHAPED BY BUSINESS



Funded by
UK Government



LSIP Local Skills
Improvement Plan
West Midlands



Coventry & Warwickshire
Chamber of
Commerce

Suzie Branch – Haddow, Rebecca Waterfield	Skills WMW	Skills WMW
Pauline Jones	DWP	DWP - Jobs & Benefits and Adults Careers interface
Neil Thomas	WM Colleges Network	FE Representative
Anne Green	WM REDI	LM Research & Evidence
Angela Tellyn	Careers & Enterprise Company	Careers
Employer Board Rep of LSIP Steering	TBC	Employer Assurance and voice
Spencer Wilson	DoES Group	Rep of LAS
Ade Humpreys	WMCA	WMGC
Kalie Sahota	C&W Chamber	Regional Project Manager