



04 July 2019

Dear Councillor

You are invited to attend a meeting of the Policy & Resources Committee to be held in
The Chamber, Magherafelt at Mid Ulster District Council, Ballyronan Road,
MAGHERAFELT, BT45 6EN on Thursday, 04 July 2019 at 19:00 to transact the
business noted below.

Yours faithfully

Anthony Tohill
Chief Executive

AGENDA

OPEN BUSINESS

1. Apologies
2. Declarations of Interest
Members should declare any financial and non-financial interests they have in the items of business for consideration, identifying the relevant agenda item and the nature of their interest.
3. Chair's Business
4. Deputation - Northern Ireland Human Rights Commission

Matters for Decision

- | | | |
|----|---|---------|
| 5. | Request to Illuminate Council Property - July 2019 | 3 - 4 |
| 6. | RDP Co-operation projects: International Appalachian Trail and Infrastructure developments on Lough Neagh and its waterways | 5 - 14 |
| 7. | Full Fibre Northern Ireland Consortium (FFNI) Programme – Consortium Agreement | 15 - 80 |
| 8. | Release of Burden on Non-Council owned Land | 81 - 86 |

Matters for Information

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| 9 | Minutes of Policy and Resources Committee held on 6 June 2019 | 87 - 94 |
| 10 | Corporate Plan 2020-2023: Timetable | 95 - 96 |
| 11 | Organisational Development Service Improvement Plan | 97 - 118 |

	2019-2020	
12	Democratic Services Service Improvement Plan 2019-2020	119 - 138
13	IT Service Plan for 2019-2020	139 - 154

Items restricted in accordance with Section 42, Part 1 of Schedule 6 of the Local Government Act (NI) 2014. The public will be asked to withdraw from the meeting at this point.

Matters for Decision

14. Staffing Matters for Decision
15. Weekend Street Cleansing Review Project
16. Environmental Services – Supervision of Weekend Work
17. Estates Strategy
18. Tender Award: Appointment of Newspaper/Newspaper Group to carry weekly planning advertisements
19. Seamus Heaney HomePlace Trails Projects: Rural Development Programme 2014-2020 – Lease and Purchase of various Lands
20. Development Opportunity
21. Development Site - Dungannon

Matters for Information

22. Confidential Minutes of Policy and Resources Committee held on 6 June 2019
23. Staffing Matters for Information
24. Contracts and DAC

Report on	Request to Illuminate Council Property - July 2019
Date of Meeting	Thursday 4 th July 2019
Reporting Officer	P Moffett, Head of Democratic Services
Contact Officer	P Moffett, Head of Democratic Services

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To consider requests from; (i) NHS Blood & Transplant (NHSBT) and the Northern Ireland team of specialist nurses for Organ Donation to light up/illuminate the council's designated properties for Organ Donation Week (2 nd to 8 th September 2019) and; (ii) Pancreatic Cancer UK to light up/illuminate designated properties for World Pancreatic Cancer Day on Thursday 21 st November 2019.
2.0	Background
	<u>Organ Donation Week</u>
2.1	A representative from the Specialist Nurse Organ Donation unit based within Craigavon Area Hospital of the Southern Health & Social Care Trust has corresponded with the Council requesting that its' buildings be lit up pink for some or all of Organ Donation Week. Organ Donation Week will take place from 2 nd to 8 th September.
2.2	They have requested that the Council support the campaign by lighting up its buildings pink to encourage conversations in communities around organ donation and in undertaking of local media engagement.
	<u>World Pancreatic Cancer Day</u>
2.3	The Community Co-ordinator for Northern Ireland of Pancreatic Cancer UK has corresponded with the Council requesting that council consider lighting its building purple on Thursday 21 st November purple for World Pancreatic Cancer Day.
2.4	They have requested that the Council support this campaign to increase awareness of pancreatic cancer to help lead to an increase in early diagnosis to help survival rates.
2.5	The Council has a policy in place on Illuminating/Lighting Up Council properties and requires that Policy & Resources Committee consider requests.

3.0	Main Report
3.1	<p>Requests:</p> <ul style="list-style-type: none"> To light up/illuminate the designated properties which fall within the Southern Health & Social Services Trust (Ranfurly House & Centre, Dungannon and the Burnavon Arts & Cultural Centre, Cookstown) pink from Monday 2nd to 8th September for Organ Donation Week. To light up/illuminate the designated properties purple on Thursday 21st November to mark World Pancreatic Cancer Day on Thursday 21st November
3.2	No other requests have been approved for the specified period.
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: Not applicable
	Human: Not applicable
	Risk Management: Not applicable
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: Not applicable
	Rural Needs Implications: Not applicable
5.0	Recommendation(s)
5.1	That the Committee approves the requests to light up Ranfurly House & Visitor Centre, Dungannon and Burnavon Arts & Cultural Centre, Cookstown from 2 nd September to 8 th September 2019 for Organ Donation Week and all designated properties on Thursday 21 st November 2019 for World Pancreatic Cancer Day.
6.0	Documents Attached & References
	None

Report on	RDP Co-operation projects: International Appalachian Trail and Infrastructure developments on Lough Neagh and its waterways
Reporting Officer	Head of Parks
Contact Officer	Nigel Hill

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	<p>To seek members approval for Council to take forward applications for Rural Development Programme funding under the Local Action Groups Co-operation Scheme where Council will act as lead partner with Mid Ulster Rural Development Partnership (the LAG) as co-applicant.</p> <p>These applications will relate to:</p> <ol style="list-style-type: none"> 1. The International Appalachian Trail – Ulster Section and, 2. Infrastructure developments on Lough Neagh and its waterways.
2.0	Background
2.1	<p>Mid Ulster Rural Development Partnership (MURDP) has a budget of £600,000 within its Local Rural Development Strategy to implement co-operation projects in partnership with other LAG's. The implementation of the co-operation projects outlined within this report will therefore contribute to achievement of LAG Strategy targets.</p> <p>For co-operation activities, Council is required to act as lead applicant with the LAG as co-applicant as specified within RDP operating guidance.</p>
2.2	<p>MURDP has been engaging in networking activities with other LAG's and Council officers on a number of potential co-operation initiatives. Two projects are now ready to move to full application stage namely:</p>

1. The International Appalachian Trail (IAT) – Ulster Section

The International Appalachian Trail (IAT) is a long distance walking/hiking route which started in the US and Canada and extended to Europe, with the IAT Ulster Ireland section formally launched in 2013.

In addition to connecting places and people, the IAT aims to promote natural and cultural heritage, health and fitness, environmental stewardship, cross-border cooperation and rural economic development through eco and geo tourism. The IAT continues to expand into areas of the old Appalachian terrains, based on the original premise that the trail will eventually connect all the mountains that were created when the ancient continent Pangaea was formed.

When expansion is complete, the IAT will be the largest trail network and one of the largest outdoor adventure brands in the world - with a presence in 21 'countries' across three continents and with a home market of over 800 million people.

The Ulster Ireland 'chapter' of the International Appalachian Trail runs from West Donegal in the Republic of Ireland, to Larne in Northern Ireland. It traverses six Council areas and four counties – Donegal, Tyrone, Derry and Antrim. The number of miles and percentage of the route for each of the six Council areas is included below.

LAG Area	Section length	% of Route
Derry & Strabane	41 miles	15%
Causeway Coast & Glens	115 miles	41%
Fermanagh Omagh	24 miles	8%
Mid Ulster	9 miles	3%
Mid & East Antrim	23 miles	8%
Donegal	72 miles	25%

The partners within this project include the LAG's in Derry City and Strabane, Donegal, Fermanagh/Omagh, Causeway Coast and Glens and Mid and East Antrim.

Approximately 9 miles passes through the Mid Ulster Council area. (Appendix 1). The concept behind this project is to maximise the use and potential of all existing walks on the International Appalachian Trail that traverse through the Mid Ulster District Council area and potentially add a number of tributary trails which collectively can add value to the trail and entice visitors to stay in the local area for longer. The project activities will include the installation of IAT branded trail head markers, directional way markers and fingerposts as well as a joint marketing initiative between all six partners.

2. Infrastructure developments on Lough Neagh and its waterways

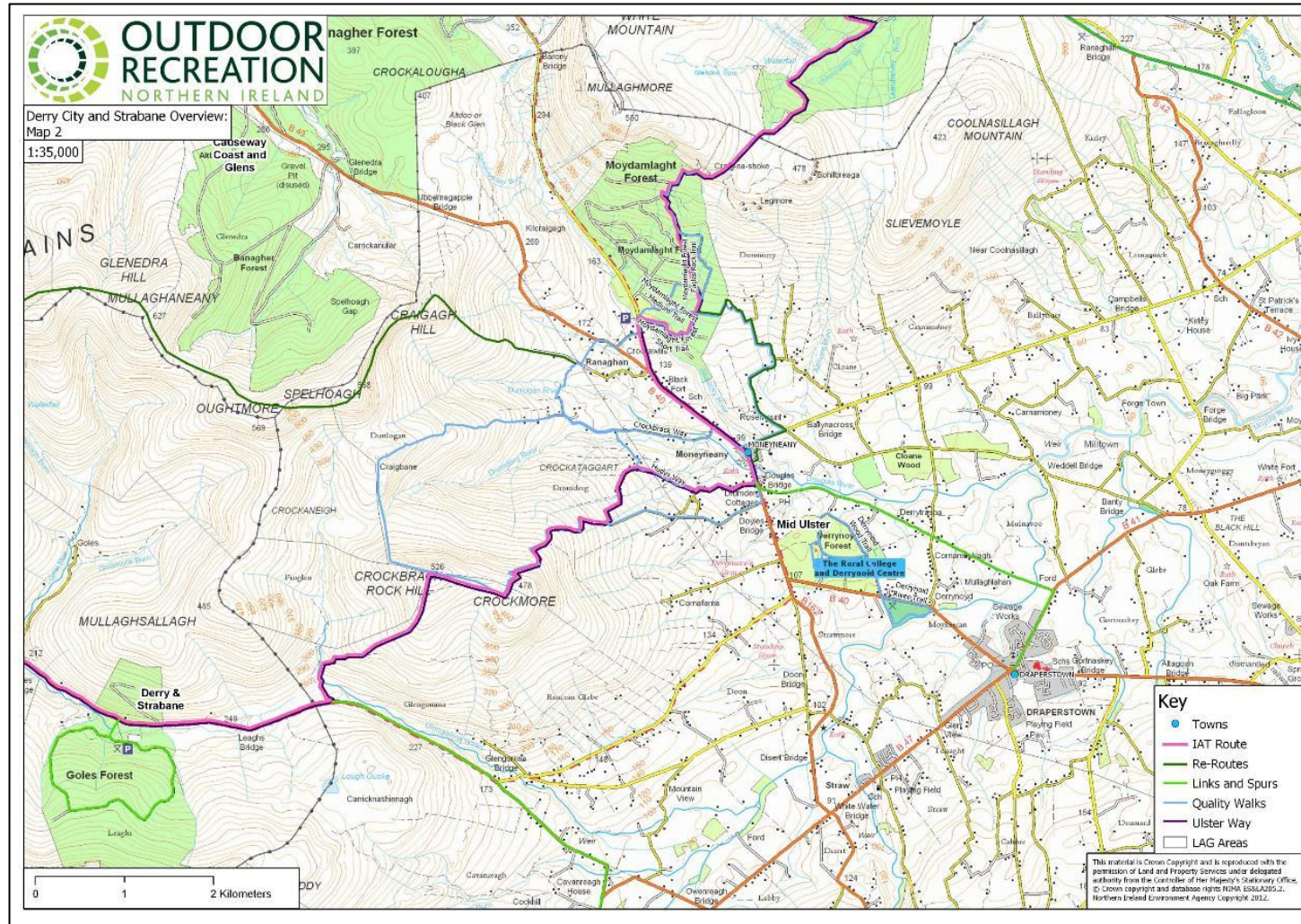
The partners within this project include the LAG's in Armagh/Banbridge/Craigavon and Antrim /Newtownabbey. The co-operation project focuses on infrastructure

	<p>improvements for Lough Neagh and its waterways to enhance visitor experience. Within Mid Ulster infrastructure works are proposed at two sites: (Appendix 2)</p> <ol style="list-style-type: none"> 1. Improvements to angling infrastructure at Glenone angling amenity, which will complement and add value to an existing Council project at this site by refurbishing in the region of 77 existing angling stands and creation of 26 new stands with associated access road. 2. Access and infrastructure improvements to the lough shore at Washingbay involving campsite provision, walkways to the shoreline and viewing platform. <p>Both projects contribute to key aims of Councils Tourism and draft Outdoor Recreation Strategy through a focus on the development of Outdoor Activities.</p>
3.0	Main Report
3.1	<p>Application process</p> <p>The application process for RDP funded projects requires all applicants to complete a procurement process ahead of submitting an application to LAG to demonstrate reasonableness of costs. This requires full technical designs to be finalised and tendered before an application for funding is submitted. The last date for assessment of applications by the LAG is December 2019 therefore procurement is needed beforehand.</p>
3.2	<p>Technical issues:</p> <p>It is proposed that external design consultancy teams be appointed to complete technical design work required for finalising specifications for both projects. Thereafter, specifications are to be tendered to complete the procurement process needed to satisfy RDP application requirements.</p>
3.3	<p>Legal issues:</p> <p>Lough Neagh</p> <p>Washingbay Amenity site is owned by Council. Planning permission requirements are currently being investigated due to ASSI designation. In relation to the Glenone Angling Amenity, RDP funding will be used to upgrade the existing angling stands and provide improved vehicular access to facilitate match angling events on lands leased by Council. Lease agreements lands earmarked for new stands are in negotiation with landowners.</p>
3.4	<p>International Appalachian Trail</p> <p>The International Appalachian Trail project requires physical works with the installation of trail head markers, way-markers and finger post markers along public roads and existing forest trails (held under licence from Forest Service). A scoping survey will be carried out by Council staff to identify potential land ownership, planning or environmental issues that require consultation/ approval.</p>

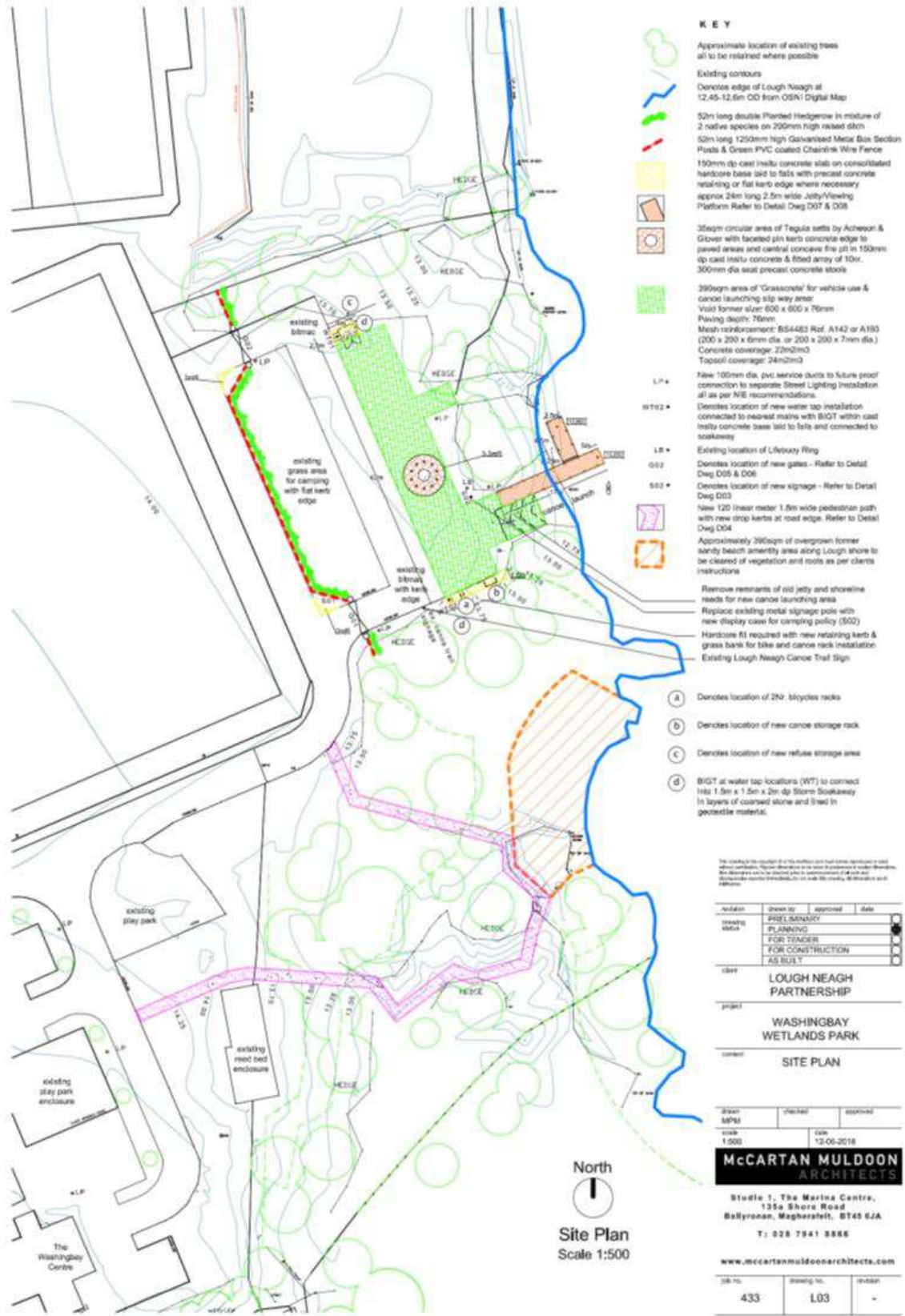
4.0	Other Considerations
4.1	<p><u>Financial & Human Resources Implications</u></p> <p>Financial:</p> <p><u>Infrastructure Developments on Lough Neagh and Waterways:</u> Pre development costs associated with the appointment of external technical design teams will be covered by Council at an estimated cost of £10,000. Costs associated with technical design are eligible for RDP funding and will therefore be included within the total project costs being submitted for grant aid at 75% overall.</p> <p>Based on indicative costs, capital works for this project are estimated at £250,000 (inclusive of Washingbay and Portglenone elements). The indicative funding package envisaged is comprised of:</p> <ul style="list-style-type: none"> • RDP - £187,500 • Lough Neagh Landscape Partnership - £24,000 • Mid Ulster Council - £38,500 <p><u>International Appalachian Trail</u> Quotes will be sought for trail infrastructure which in the main includes replacement way markers posts, directional markers and information boards. Overall costs are estimated at £51,500, including £21,000 for a joint marketing campaign for the IAT Ulster chapter. The indicative funding package envisaged is comprised of:</p> <ul style="list-style-type: none"> • RDP - £38,625 • Mid Ulster Council - £12,875 <p>RDP and Council funding amounts shown are subject to change pending procurement.</p> <p>Human: Staff time.</p>
4.2	<p><u>Equality and Good Relations Implications</u></p> <p>In accordance with Council policies and procedures.</p>
4.3	<p><u>Risk Management Implications</u></p> <p>In accordance with current Council risk management procedures</p>
5.0	Recommendation(s)
5.1	Approval for Council to progress RDP Co-operation Scheme funding applications on the International Appalachian Trail and Infrastructure developments on Lough

5.2	<p>Neagh and its Waterways acting as lead partner with Mid Ulster Rural Development Partnership as co-applicant.</p> <p>Approval for Council to provide match funding for the projects as detailed in the report.</p>
6.0	Documents Attached & References
6.1	<p>Appendix 1 International Appalachian Trail – Mid Ulster section</p> <p>Appendix 2 Washingbay Wetlands Park site layout</p> <p>Appendix 3 Funding Breakdown RDP Co-operation Scheme</p>

Appendix 1 - International Appalachian Trail – Mid Ulster section



Appendix 2 – Washingbay Wetlands Park



indicative costs

Lough Neagh (costs shows were estimated in 2017)

Portglenone:

Angling stands - new and refurb	£	94,650.00
Acces pathway	£	65,000.00

Washingbay (exc fees and site investigation)

Wild campsite works	£	29,500.00
viewing platform	£	40,750.00
Access works	£	7,600.00
Contingency /prelims	£	12,500.00
Sub total	£	250,000.00

Funded by:

RDP	£	187,500.00
HLF	£	24,000.00
Council	£	38,500.00
	£	250,000.00

IAT

Trails equipment	30000
Marketing initiative	21500
Total	51500

Funded by:

RDP	38625
Council	12875
	<hr/>
	51500

Overall indicative total	301,500.00
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RDP	£	226,125.00
Council	£	51,375.00
HLF	£	24,000.00
	£	301,500.00

Report on	Full Fibre Northern Ireland Consortium (FFNI) Programme – Consortium Agreement
Date of Meeting	4 th July 2019
Reporting Officer	Claire McNally, Council Solicitor
Contact Officer	Fiona McKeown, Head of Economic Development

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To seek Members approval for the Council to enter into a Consortium Agreement in respect of the Full Fibre Northern Ireland Consortium (FFNI) Programme with other Councils within the Consortium, those Councils listed in section 2.2 below.
2.0	Background
2.1	Members will be aware through the Development Committee of the Council's intention to bid for funding to the LFFN Challenge Fund ("the Fund"). The Consortium made a successful collective bid for £15m funding from the Department for Digital, Culture, Media and Sport (DCMS) LFFN Fund, to support digital infrastructure development across Northern Ireland. A capital grant of £15million to the Consortium has been approved by DCMS and a Letter of Offer and Grant Agreement received. The £15m grant will be divided equally between the Consortium Members, so that, after consortium costs are covered, approximately £1.473m will be spent on fibre connectivity in each Consortium Member areas. Most buildings are Council sites, but other sites such as schools are also proposed, subject to agreement of the organisations responsible for them. Newry, Mourne and Down District Council, will act as the lead Council. The FFNI funding must be spent by 31 st March 2021.
2.2	<p>The FFNI Consortium is a grouping of the ten councils and does not include Belfast City Council. See below, a list of all of the '<i>Consortium Members</i>' in respect of this Consortium:-</p> <ul style="list-style-type: none"> i. Antrim & Newtownabbey Borough Council; ii. Ards and North Down Borough Council; iii. Armagh City, Banbridge and Craigavon Borough Council; iv. Causeway Coast and Glens Borough Council; v. Derry City and Strabane District Council; vi. Fermanagh and Omagh District Council; vii. Lisburn and Castlereagh City Council; viii. Mid and East Antrim Borough Council; ix. Mid Ulster District Council; x. Newry, Mourne and Down District Council (Lead).

3.0	Main Report
3.1	<p>The Council is now in receipt of the final draft of the Consortium Agreement in relation to FFNI Consortium Programme. A copy of this Agreement is attached to Appendix A of this report. The Councils as listed above in section 2.2 of the report will enter into this Agreement which defines their respective rights and responsibilities within the FFNI Consortium. Newry Mourne and Down District Council has agreed to undertake the role of Lead Council on behalf of and with the agreement of the Consortium Members.</p>
3.2	<p>The main terms of the Consortium Agreement include:-</p> <p><u>General</u></p> <p>The Consortium will establish the FFNI Operations Group and FFNI Steering Group. The Governance structure is set out in section 7 of the Consortium Agreement (see Appendix A).</p> <p><u>The FFNI Operations Group</u></p> <p>The FFNI Operations Group role is to oversee Programme delivery and review the performance of Projects against their Investment Objectives to ensure that they are met. Its Members will be as agreed by the Councils, but is typically made up of Council officers holding the role of Head of Service, Economic Development manager or Digital Infrastructure leads.</p> <p>Its main responsibilities are noted in section 7 of the Consortium Agreement (see Appendix A).</p> <p><u>FFNI Steering Group</u></p> <p>The FFNI Steering Groups role is to set the vision and overall strategic direction for FFNI. The Steering Group will direct the Operations Group, so that the Consortium Members control the strategic direction of the Consortium Its Members will be as agreed by the Councils, but typically Senior Officers holding the role of Director of Assistant Director responsible for Economic Development, or equivalent.</p> <p>Its main responsibilities are noted in section 7 of the Consortium Agreement (see Appendix A).</p> <p><u>The FFNI Operations Team</u></p> <p>The FFNI Operations Teams role is to manage, deliver and administer all operational Project activity. Its Members will be a hybrid team hosted by the Lead Council comprised of permanent and seconded staff, fixed term contract staff, and specialist consulting and technical support.</p> <p>Its mains responsibilities are noted in section 7 of the Consortium Agreement (see Appendix A).</p>

	<p><u>Lead Council</u></p> <p>The main obligations that the Lead Council must adhere to include:-</p> <ul style="list-style-type: none"> • Administer the FFNI Operations team; • Administer DCMS and other grant funding; • Provide governance support; • Management the Procurements; • Oversee fibre implementations; • The Lead Council will not indemnify Consortium Members. <p><u>Consortium Members</u></p> <p>The main obligations that Consortium Members must adhere to include:-</p> <ul style="list-style-type: none"> • Work together in the Consortium; • Support the governance structure; • Support the FFNI Commercial and Financial models; • Deliver FFNI activities.
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: None known.
	Human: Officer time in carrying out their duties in completing this project.
	Risk Management: In line with Council policies.
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: N/A
	Rural Needs Implications: N/A
5.0	Recommendation(s)
5.1	That Members approve that the Council enters in to a Consortium Agreement in respect of the Full Fibre Northern Ireland Consortium (FFNI) Programme with the other Councils, as identified at section 2.2 of this report above, along the terms set out in Appendix A.
6.0	Documents Attached & References
6.1	Appendix A - Full Fibre Northern Ireland Consortium (FFNI) Programme Consortium Agreement including Letter of Offer and Grant Agreement.

CONSORTIUM AGREEMENT

Full Fibre Northern Ireland Consortium (FFNI) Programme

This **CONSORTIUM AGREEMENT** is made the 21 of May 2019 between the following Councils:

1. Antrim and Newtownabbey Borough Council
2. Ards and North Down Borough Council
3. Armagh City, Banbridge and Craigavon Borough Council
4. Causeway Coast and Glens Borough Council
5. Derry City and Strabane District Council
6. Fermanagh and Omagh District Council
7. Lisburn and Castlereagh City Council
8. Mid East Antrim Borough Council
9. Mid Ulster District Council
10. Newry, Mourne and Down District Council

(together referred to as “the Consortium”, each referred to as “Consortium Members”)

1. DEFINITIONS

Term	Meaning
Agreement	means this Consortium Agreement
Consortium	means the Full Fibre Northern Ireland Consortium and its Programmes and Projects defined in this Consortium Agreement
Consortium Budget	means the financial resources made up of contributions from Consortium Members and contributions from other sources such as grants
Consortium Member and Consortium Members	means the Councils within the Consortium and listed above, including the Lead Council
Customer	means a public sector body that is not a Consortium Member but that benefits from services procured by the Consortium

Initial Funding	means the £15m DCMS Local Full Fibre Programme Wave 3 grant conditionally offered to the Consortium in its letter of 18 th February 2019
Lead Council	means Newry, Mourne & Down District Council
Operations Group	means the FFNI Operations Group described in the Governance section of this Agreement
Operations Team	means the FFNI Operations Team described in the Governance section of this Agreement
Provider	means a supplier of fibre infrastructure services procured by the Consortium to deliver full fibre
Programme	means any Programme operated by the Consortium
Secondment	means a voluntary transfer from a permanent employer (the Employer) for a fixed period which does not sever the employment relationship with the permanent employer, of the person seconded
Steering Group	means the FFNI Steering Group described in the Governance section of this Agreement

2. BACKGROUND

- 2.1. The Consortium Members recognise that high quality digital infrastructure, including full fibre broadband services, is essential for economic prosperity in their region. They recognise that they have a part to play in ensuring that digital infrastructure is made available, and that customers benefit from it.

With their objectives of promoting local economic development, and their local knowledge, Consortium Members are well positioned to help stimulate the market and proactively encourage greater investment in digital infrastructure across the region.

- 2.2. The Consortium Members recognise that their efforts to drive the better availability and benefits of digital infrastructure will be more efficiently delivered collectively than individually, and have therefore set in place the Full Fibre Northern Ireland Consortium to co-ordinate those efforts.
- 2.3. The Consortium will set in place a Programme, within which to manage Projects to deliver aspects of digital infrastructure. It is possible that the Consortium might initiate further Programmes in future, although this is not currently envisaged.

- 2.4. The Department for Digital, Culture, Media and Sport (DCMS) Local Full Fibre Networks Programme (LFFN) is designed to stimulate commercial investment in full fibre networks in rural and urban locations across the whole of the UK.

The programme is part of the government's £740m National Productivity Investment Fund to support the next generation of digital infrastructure. Full fibre broadband uses fibre to the premises (FTTP) technology and is considered a fast and reliable technology.

Its aim is to provide funding to help local bodies deliver Projects that can meet the objectives of the LFFN programme as follows:

- Stimulate more commercial investment to deliver more gigabit-capable connectivity
- Directly maximise the availability and benefit of gigabit-capable broadband services to public sector, business and residential users
- Improve commercial investment conditions in local areas

LFFN is a digital infrastructure programme that will have important long-term benefits. Although it is likely to directly improve availability of high bandwidth connectivity in some areas, its main effect will be felt more slowly through the commercial investment that will follow in time.

- 2.5. The Consortium has been awarded £15m funding from the DCMS LFFN Programme Wave 3 (the Initial Funding). The first group of Projects in the Consortium's Programme will address the deployment of this funding by 31st March 2021, in line with the Consortium's bid document. Other Projects will promote fibre deployment through a range of measures, including voucher promotion and barrier busting.

- 2.6. The Consortium's Programme will provide a vehicle through which to bid for future fibre investment funding that may be available, and to manage the deployment of such funding.

3. CONSORTIUM

- 3.1. The Councils have entered into this Agreement which defines their respective rights and responsibilities within the FFNI Consortium.
- 3.2. The Councils agree that they have full legal power and authority to enter into this Agreement and are committed to jointly delivering a Fibre Intervention Programme for Northern Ireland, with the objective of maximising the availability of full fibre connectivity to domestic, public sector and commercial premises in Northern Ireland.
- 3.3. This Agreement shall commence on 1st May 2019 and shall terminate on 30th April 2027.

- 3.4. Newry, Mourne and Down District Council ('the Lead Council') has agreed to undertake the role of Lead Council on behalf of and with the agreement of the Consortium Members.
- 3.5. The Lead Council will recruit, procure and host a dedicated Operations Team to carry out the shared functions of the Consortium. It will assure the work of the Operations Team.
- 3.6. The Consortium will establish the FFNI Operations Group and the FFNI Steering Group to oversee programme delivery and review performance of the programme against its Investment Objectives to ensure that they are met.
- 3.7. The role, functions and governance structures of the FFNI Steering Group, FFNI Operations Group and FFNI Operations Team are as set out in the Governance section of this agreement.
- 3.8. The Operations Group will direct the activities of the Operations Team, so that the Consortium Members control the operations of the Consortium.
- 3.9. The Steering Group will direct the Operations Group, so that the Consortium Members control the strategic direction of the Consortium.
- 3.10. The Steering Group may agree to extend the scope of the Programme, for example to provide a procurement and delivery vehicle for other digital infrastructure or related initiatives.
- 3.11. The Steering Group may agree to extend or shorten the Agreement's duration as required, and to add new members where appropriate. The Steering Group may agree to make changes to the terms of reference of the FFNI Governance Bodies, or to the contents of this Agreement.
- 3.12. The Programme will deliver several LFFN delivery Projects comprising multiple interventions in different areas. These Projects will be determined in detail during the planning phase and as agreed by Steering Group.
- 3.13. The Programme may include Projects that procure fibre services for public sector organisations that are not Consortium Members, for example the Education Authority. There is no requirement for such bodies to become Consortium Members.

4. LEAD COUNCIL ROLE AND RESPONSIBILITIES

Administer the FFNI Operations team

- 4.1. On behalf of the Consortium, the Lead Council will recruit, procure, host and administer the FFNI Operations Team that will carry out the administration activities of the Consortium.

- 4.2. The Lead Council will be responsible for the recruitment, secondment and procurement of the FFNI Operations Team posts, as appropriate. The Team could include permanent and seconded staff, fixed term contracts, consulting contracts and any other arrangements. It is expected that seconded staff will be from Consortium Members.
- 4.3. The Lead Council will agree the terms and conditions for each of the Operations Team members in their respective contracts of employment, contracts or secondment agreements.
- 4.4. During the period of a Secondment, the secondee remains an employee of the Employer, and as such, no employment liability is created for the Lead Council.
- 4.5. The rates of pay and overtime, the organisation responsible for disciplinary matters, Occupational and Statutory Sick Pay, Maternity Pay, Pension arrangements and any other statutory payments, the applicable travel and subsistence arrangements, and other relevant conditions will be defined by the Lead Council in a Secondment Agreement for each secondee.
- 4.6. The Lead Council will be responsible for the actions of the Operations Group, providing line management support.
- 4.7. The Lead Council will be responsible for all administration of payments to all FFNI Operation team members, whether in permanent, fixed-term contract, or seconded roles.
- 4.8. The Lead Council will be responsible for the procurement of consulting resources and any other third-party support required, and for the payment of consulting contracts.
- 4.9. The Lead Council will provide accounting and financial management for FFNI, through its finance function.
- 4.10. The Lead Council may perform internal auditing of the Consortium arrangements in line with standard Council audit processes, and make available the results of all audits to the Councils through the regular reporting mechanisms of the FFNI Programme Governance.
- 4.11. The Lead Council will provide financial information and governance documentation and any other assistance required for external audit.
- 4.12. The Lead Council will ensure that adequate insurance to cover its liabilities as may arise in the course of the Agreement programme is in place and shall produce evidence of same upon request to the FFNI Consortium Act.
- 4.13. For the avoidance of doubt, the Lead Council will not indemnify Consortium Members.

Administer DCMS and other Grant Funding

- 4.14. The Operations Team will administer grant claims from the DCMS LFFN fund on behalf of Consortium Members, based on agreed milestones for the delivery Projects and in accordance with the DCMS process to be agreed. The Lead Council will distribute grant payments from DCMS to each Council as required.
- 4.15. The current understanding of the LFFN grant claim process is as follows.
- Provider contracts for payment by delivery milestones
 - Operations Team agrees payment schedule based on delivery milestones with DCMS
 - Operations Team monitors planned achievement of delivery milestones
 - Provider invoices contract holder on successful delivery
 - Contract Holder provides grant claim information to Operations Team
 - Operations Team submits consolidated Consortium grant claim to DCMS
 - DCMS pays grant to Lead Council
 - Lead Council distributes grant to respective contract holders
 - Contract holders pay Provider invoices when they fall due
- 4.16. The Operations Team will administer, claim and distribute any other grant funding as may be secured, according to the process for such claims.
- 4.17. The Operations Team will co-ordinate all financial contributions from Consortium Members.

Provide Governance Support

- 4.18. The Operations Team will request and co-ordinate input from Councils wherever it is required.
- 4.19. The Operations Team will provide the governance groups with such materials, reports and so on as they may require.
- 4.20. The Operations Team will administer the meetings of the governance groups described in the Governance section of this Agreement to ensure effective governance.
- 4.21. The Operations Team shall ensure that it informs the FFNI Operations Group in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which includes any circumstance which will or may affect the ability of the Consortium to meet the targets set out by the Consortium.

Manage the Procurement Vehicles

- 4.22. The Lead Council will operate procurements according to the Newry Mourne and Down District Council Procurement Policy, at <https://www.e-hub.com/epublic/displayframe.asp?id=143335>, and updated from time to time.
- 4.23. For each procurement or group of procurements, the Operations Team will define a Procurement Plan for approval by the Operations Group.

- 4.24. The Lead Council will operate any other procurement vehicles that the Consortium may require from time to time.

Oversee Fibre Implementations

- 4.25. The Operations Team will support the Consortium Members to work with Providers to ensure that fibre is delivered according to the contracted schedule, quality and price. Providers will be responsible for the timely delivery of the services and the management of the implementations.
- 4.26. The Operations Team will support the Consortium Members to work with Providers to ensure that any delivery issues are resolved in the most appropriate way.
- 4.27. The Operations Team will oversee the Provider testing to confirm successful completion of delivery milestones, and support the Consortium Members' sign off of Milestones.

5. CONSORTIUM MEMBER OBLIGATIONS

Work Together in the Consortium

- 5.1. Consortium Members will work together and to actively participate in the FFNI Consortium to support the FFNI Operations Team in achieving the Consortium's objectives.
- 5.2. Consortium Members will adhere to the FFNI governance structure and ensure that activities are delivered, and actions taken as required.
- 5.3. Consortium Members will be accountable for the performance of the respective roles and responsibilities set out in this Agreement.
- 5.4. Consortium Members will be open and transparent and communicate openly about major concerns, issues or opportunities relating to the FFNI Consortium and its Programmes and Projects.
- 5.5. Consortium Members will learn, develop and seek to achieve the full potential of the Consortium. In respect of the Consortium's aims, they will share information, experience, materials and skills to learn from each other and develop effective working practices, work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost.

Support the Governance Structure

- 5.6. Consortium Members will undertake all of the FFNI Consortium responsibilities under the direction and guidance of the FFNI Steering Group and Operations Group.
- 5.7. Consortium Members will support the shared activities of the FFNI Operations Team and enable it to represent individual organisation interests to the Framework Supplier's, FFNI Steering Group and, and FFNI Operations Group as required and appropriate.
- 5.8. Consortium Members will respect the remit of FFNI Operations Team, the FFNI Steering Group and the FFNI Operations Group to enforce the terms of FFNI Agreement on Suppliers and all Consortium Members Councils.
- 5.9. Consortium Members will act at all times in a way that is not detrimental to the reasonable and agreed participation of other Consortium Members Councils.
- 5.10. Consortium Members who receive a request for information relating to the Consortium and which the Consortium Member is treating under the FOIA and/or EIR should:
 - Notify the Lead Council of the request within two working days;
 - Issue a 'draft response' for consideration to the Lead Council who may provide comment within 3 working days; and
 - Provide the final response issued to the requester by the Consortium Member.

6.

Support the FFNI Commercial & Financial models

- 6.1. Consortium Members will use any contracts entered into under this Agreement for the subject matter of the Agreement.
- 6.2. Consortium Members will invest in full fibre delivery any savings that are secured against future Wide Area Network costs as a result of the Initial Funding.
- 6.3. Consortium Members will make financial contributions to the operation of the FFNI Consortium as set out in the Financial Model and varied from time to time by the Steering Group.
- 6.4. Consortium Members will adhere to statutory requirements and best practice. They will comply with any and all applicable laws and standards including EU procurement rules, data protection (GDPR) and freedom of information legislation to act in a timely manner. They will recognise the potentially time-critical nature of the requests and respond accordingly to requests requiring a response.
- 6.5. Consortium Members will be responsible for their obligations detailed in their respective contracts with Providers, including in respect of payments, delays due to Authority Cause and others.

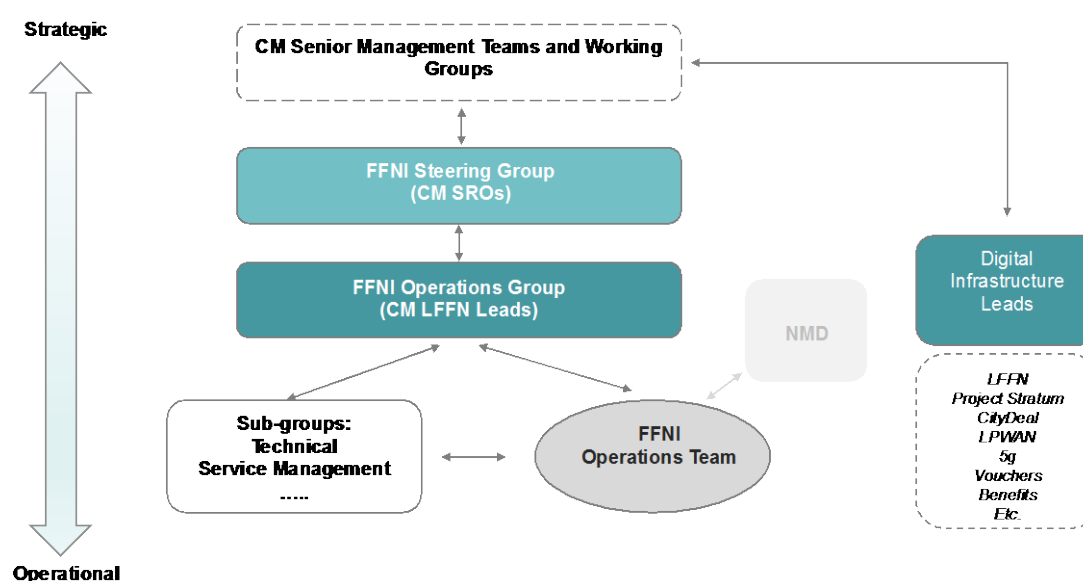
Deliver FFNI activities

- 6.6. Consortium Members will manage stakeholders effectively, ensuring that the objectives and activities of the Consortium are widely communicated and understood.
- 6.7. Consortium Members will oversee the delivery work of Providers within their respective geographical areas to ensure that disruption to citizens is managed and minimised. Consortium Members will be responsible for co-ordination between citizens and Providers in respect of any problems of disruption that may occur.
- 6.8. Consortium Members will deploy appropriate resources. They will ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Agreement.
- 6.9. Consortium Members will nominate resources to participate in and support the governance and practical operation of the Consortium, including membership of governance groups.
- 6.10. Consortium Members will provide local Digital Infrastructure resources to support the delivery of the Consortium's objectives.
- 6.11. Consortium Members will review specifications and other procurement or delivery related documentation in a timely fashion, to support the FFNI Operations team in the delivery of Project activity.

- 6.12. Consortium Members will ensure that communications about the Consortium are accurate and timely.
- 6.13. Consortium Members will ensure that all activities and services provided under the terms of the Agreement shall be delivered in such a way as to promote equality of opportunity and shall not discriminate on the grounds of religious belief, political opinion, race, disability, age, gender or sexual orientation.
- 6.14. Consortium Members will ensure that the requirements of the Health & Safety at Work Act 1974 and other Acts and Regulations, Directives and Orders on Health & Safety are observed.
- 6.15. Consortium Members will comply with the General Data Protection Regulation (GDPR) and comply with all Non-Disclosure Agreements in relation to third party suppliers.
- 6.16. Consortium Members will establish and maintain effective and robust financial control systems in relation to the FFNI programme and maintain proper and effective accounting records which identify individual financial transactions relating to it.

7. GOVERNANCE

7.1. The Governance Structure is shown below.



7.2. Strategic Management Levels – Steering Group

The FFNI Steering Group	
Role	The FFNI Steering Group will set the vision and overall strategic direction for FFNI. It will ensure that the Programme and Projects meet the strategic aims of the Consortium.

	The Steering Group will decide on financial matters where the value exceeds the £100,000 Limit of Authority of the FFNI Operations Group
Responsibilities	<ul style="list-style-type: none"> • Defining the strategic vision for the Consortium • Defining the remit of the Consortium and its Programmes and Projects • Championing the aims and work of the Consortium • Acting as a communication channel into Council bodies e.g. Senior Management Teams and Working Groups • Managing internal and external stakeholders • Providing strategic assurance of financial and auditing activity • Establishing governance arrangements and group participation aimed at encouraging close collaboration between FFNI, Department for Economy and DCMS as the programme develops • Making financial decisions that exceed the limit of authority of the FFNI Operations Group.
Members	As agreed by the Councils, but typically Senior Officers holding the role of Director or Assistant Director responsible for Economic Development, or equivalent.
Communication flow	Up to Council Senior Management Teams and Working Groups. Down to the FFNI Operations Group.
Frequency	Quarterly

7.3. Operational Management Level – Operations Group

The FFNI Operations Group	
Role	<p>The FFNI Operations Group will oversee Programme delivery and review the performance of Projects against their Investment Objectives to ensure that they are met.</p> <p>It will oversee the work of the FFNI Operations team, and any technical or service management subgroups that are likely to be established to support FFNI delivery.</p>
Responsibilities	<ul style="list-style-type: none"> • Ensuring Value for Money of any activity procured through and delivered by the FFNI Consortium • Overseeing and assuring the activities of the FFNI Operations Team • Developing new services, and service improvement • Escalating disputes or issues in the operation of the Services; • Internal and external stakeholder management

	<ul style="list-style-type: none"> • Providing reporting as required to the FFNI Steering Group • Overseeing risks and issues management • Overseeing benefits management activities • Making financial decisions up to £100,000, or to any other limit set by the FFNI Steering Group • Reviewing the performance of 3rd party consultant support within the FFNI Operations team • Overseeing any other matters relevant to the Services or as defined by the FFNI Steering Group over time
Members	As agreed by the Councils, but typically Council Officers holding the role of Head of Service, Economic Development Manager or Digital Infrastructure leads.
Communication flow	Up to FFNI Steering Group, and directly to Council Working Groups as required. Down to FFNI Operations Team.
Frequency	Quarterly to FFNI Steering Group Monthly and ad hoc oversight of FFNI Operations Team

7.4. Operational Management Level – Operations Team

The FFNI Operations Team	
Role	The FFNI Operations Team will manage, deliver and administer all operational Project activity.
Responsibilities	<ul style="list-style-type: none"> • Coordinating the Councils to maintain an organised and single approach for effective delivery; • To develop a process by which FFNI site lists will be checked and cleared from any overlap of sites within delivery of Project Stratum • Overseeing Supplier engagement, implementation to ensure strategic supplier delivery and value for money • Wider Stakeholder management according to procurement specifications and engagement with DCMS Barrier Busting Team to improve a coordinated and consistent approach to the delivery of Fibre in Northern Ireland. • Informing the FFNI Operations Group in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which includes any circumstance that will or may affect the ability of the programme to meet the targets set out by the Consortium.

	<ul style="list-style-type: none"> • Knowledge transfer to the wider public sector, and where necessary, the commercial sector to maintain a joined-up approach to delivery • To participate in forums and working groups with the Department for Economy, OFCOM, Belfast Regional City Deal, Belfast City Council and others to ensure alignment of programmes and reduce duplication / overlap. • To effectively design and manage all elements of the procurements, on behalf of the Councils • Operational management of FFNI Wave 3 finances, ensuring appropriate audit control. • Operating of the Dynamic Purchasing System (DPS) (when implemented) • Tracking of benefits related to the FFNI programme • Reporting on all aspects of the project management and delivery through the Operations Group. • Reporting on milestone and KPI's to DCMS • Management of further funding awards • Supporting further initiatives and procurements as required
Members	A hybrid team hosted by the Lead Council comprised of permanent and seconded staff, fixed term contract staff, and specialist consulting and technical support.
Communication flow	Directly to FFNI Operations Team monthly, and to FFNI Steering Group quarterly. To both Groups as required.
Frequency	N/A

8. FINANCIAL MODEL

- 8.1. The Lead Council will maintain the Financial Model spreadsheet and update it as required over the term of the Consortium Agreement.
- 8.2. The costs of the Consortium will be borne equally by the Consortium Members, unless otherwise agreed by the FFNI Steering Group.
- 8.3. Grant funding will be distributed equally between the Consortium Members, unless otherwise agreed by the FFNI Steering Group.
- 8.4. The costs of the Operations Team will be funded from within the Consortium Budget based on Initial Funding for the Financial Years 19/20 and 20/21. Thereafter, the costs of the projected team will be met from contributions from Consortium Members, or from other future grants not yet identified.
- 8.5. Unplanned Operations Team staff costs such as cover for Maternity or Sickness, and Redundancy costs will be borne equally by the Consortium Members.
- 8.6. In respect of the Initial Funding of £15m, the savings secured against future Wide Area Network costs will be identified based on:

- the forecast long term evolution of prices
- the forecast effect of what the market would eventually provide unaided
- the likely service lifetime of each site and its services
- the additional migration and management costs of the new services
- the network integration and other risks
- other factors that affect the probability, scale and duration of the projected savings

The precise role of the Operations Team beyond the scope of the Initial Funding is yet to be determined. The scope, activity and funding for the Operations Team will be the subject of a business case in the future.

- 8.7. Through their Wide Area Network contracts, Consortium Members may choose to order higher bandwidths for existing sites, or new connections. The costs of these will be met directly by the relevant Consortium Member; they are not within the scope of the Consortium.
- 8.8. The contracts set in place with providers will clearly set out payment milestones, delay payments and other controls, such that all payments from the Initial Funding can be made by their due date of 31st March 2021.

8.9. The current Financial Model is shown in the table below. The Financial Model is a document that will be developed and changed extensively during the term of the Consortium.

CAPITAL Spend										
	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	Total
Project Team Costs	£ 44,273	£ 225,194	£ 258,364	£ 20,000	£ 20,000	£ 10,000	£ 10,000	£ 10,000	£ -	£ 597,830
PSAT		£ 8,000,000	£ 14,472,170							£ 22,472,170
Total	£ 44,273	£ 8,225,194	£ 14,730,534	£ 20,000	£ 20,000	£ 10,000	£ 10,000	£ 10,000	£ -	£ 23,070,000
CAPITAL Funding										
	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	Total
Funded by LFFN	£ 44,273	£ 5,364,256	£ 9,591,471							£ 15,000,000
Funded by WAN budget		£ 2,860,938	£ 5,139,062	£ -						£ 8,000,000
Other				£ 20,000	£ 20,000	£ 10,000	£ 10,000	£ 10,000	£ -	£ 70,000
Total	£ 44,273	£ 8,225,194	£ 14,730,533	£ 20,000	£ 20,000	£ 10,000	£ 10,000	£ 10,000	£ -	£ 23,070,000
<i>Balance</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ 0</i>
REVENUE Spend										
	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	Total
Project Team Costs	£ -	£ 491,879	£ 506,636	£ 661,038	£ 699,166	£ 717,022	£ 735,414	£ 754,358	£ 773,869	£ 5,339,382
Total	£ -	£ 491,879	£ 506,636	£ 661,038	£ 699,166	£ 717,022	£ 735,414	£ 754,358	£ 773,869	£ 5,339,382
REVENUE Funding										
	FY18/19	FY19/20	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	Total
Existing Staff Resources	£ -	£ 491,879	£ 506,636	£ 521,835	£ 537,490	£ 553,614	£ 570,223	£ 587,329	£ 604,949	£ 4,373,955
AR Income	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -	£ -
New Funding	£ -	£ -	£ -	£ 139,203	£ 161,677	£ 163,408	£ 165,191	£ 167,028	£ 168,920	£ 965,427
Total	£ -	£ 491,879	£ 506,636	£ 661,038	£ 699,166	£ 717,022	£ 735,414	£ 754,358	£ 773,869	£ 5,339,382
	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>	<i>£ -</i>
Consortium Member Costs										
REVENUE Costs per Consortium Member										
Existing Staff Resources	£ -	£ 49,188	£ 50,664	£ 52,183	£ 53,749	£ 55,361	£ 57,022	£ 58,733	£ 60,495	£ 437,395
Contribution to FFNI Costs	£ -	£ -	£ -	£ 13,920	£ 16,168	£ 16,341	£ 16,519	£ 16,703	£ 16,892	£ 96,543
Total	£ -	£ 49,188	£ 50,664	£ 66,104	£ 69,917	£ 71,702	£ 73,541	£ 75,436	£ 77,387	£ 533,938
CAPITAL Costs per Consortium Member										
Funded by LFFN	£ 4,427	£ 536,426	£ 959,147	£ -	£ -	£ -	£ -	£ -	£ -	£ 1,500,000
Funded by WAN budget	£ -	£ 286,094	£ 513,906	£ -	£ -	£ -	£ -	£ -	£ -	£ 800,000
Other TBA	£ -	£ -	£ -	£ 2,000	£ 2,000	£ 1,000	£ 1,000	£ 1,000	£ -	£ 7,000
CAPITAL Costs per Consortium Member	£ 4,427	£ 822,519	£ 1,473,053	£ 2,000	£ 2,000	£ 1,000	£ 1,000	£ 1,000	£ -	£ 2,307,000

9. REVIEW

9.1. This Agreement shall be reviewed on an annual basis by the FFNI Steering Group.

10. EXPERT ADVICE

10.1. The Lead Council shall be at liberty to procure whatever expert advice it requires, including legal, to undertake its responsibilities under this Agreement.

11. DISPUTE RESOLUTION

11.1. In the Event of any disagreement between the Consortium Members the matter may be referred by any of the Consortium Members to a suitable independent person to be agreed by the Consortium Members for determination, failing which to a person nominated by the President for the time being of the Law Society of Northern Ireland.

12. RELATIONSHIP OF THE CONSORTIUM MEMBERS

12.1. For the avoidance of doubt this Agreement shall not be construed as a Partnership Agreement within the meaning of Section 1 of the Partnership Act 1980 nor is there any intention on the part of the Consortium Members to form a Partnership.

13. VARIATION

13.1. Any variation to this agreement shall be in writing and signed by all Consortium Members.

14. LAW

14.1. The Agreement shall be construed and applied in accordance with the Laws of Northern Ireland and the Courts of Northern Ireland shall have exclusive jurisdiction thereto.

15. PUBLICITY/ FREEDOM OF INFORMATION ACT

15.1. The Lead Council reserves the right to publicly announce its funding of the FFNI Consortium and the extent of its commitment thereto, but otherwise all information passing between the Council and Consortium Member shall be treated as confidential, unless otherwise agreed, and nothing in this Clause shall preclude any Consortium Member from fulfilling its obligations under the Freedom of Information Act.

**Present when the Corporate seal of Antrim and
Newtownabbey Borough Council was affixed hereto:**

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

**Present when the Corporate seal of Ards and North Down
Borough Council was affixed hereto:**

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

**Present when the Corporate seal of
Armagh City, Banbridge and Craigavon Borough Council
was affixed hereto:**

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

**Present when the Corporate seal of
Causeway Coast and Glens Borough Council
was affixed hereto:**

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

**Present when the Corporate seal of
Derry City and Strabane District Council
was affixed hereto:**

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

**Present when the Corporate seal of
Fermanagh and Omagh District Council
was affixed hereto:**

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

**Present when the Corporate seal of
Lisburn and Castlereagh City Council
was affixed hereto:**

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

**Present when the Corporate seal of
Mid and East Antrim Borough Council
was affixed hereto:**

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

**Present when the Corporate seal of
Mid Ulster District Council
was affixed hereto:**

CHAIRPERSON

CLERK & CHIEF EXECUTIVE

**Present when the Corporate seal of Newry, Mourne and
Down District Council was affixed hereto:**

CHAIRPERSON

CLERK & CHIEF EXECUTIVE



9 May 2019

Michael Forster
Newry Mourne and Down Council
Downshire Civic Centre
Ardglass Road,
Downpatrick,
Co. Down
BT30 6GQ

Dear Michael

LFFN Programme Conditional Offer Letter in respect of the Full Fibre Northern Ireland - FFNI ("Project")

1. I am pleased to confirm that, subject to the terms of this letter, the Project has been conditionally approved by the Department for Digital, Culture, Media and Sport ("**DCMS**") for Challenge Fund funding under the LFFN Programme.

Funding amount and conditions

2. The capital funding amount that has been approved by DCMS is £15,000,000 and is conditional on the following:
- (a) the applicant's compliance with:
 - (i) the LFFN Assurance Process (including the provision of relevant procurement and Project information), the details of which are summarised below and as further notified by DCMS to the applicant from time to time; and
 - (ii) any conditions set out in any applicable LFFN checkpoint confirmation letter issued by DCMS;
 - (b) the agreement and execution of a non-disclosure agreement with DCMS, which shall be substantively in the form provided by DCMS;
 - (c) the agreement and execution of a grant agreement with DCMS, which DCMS shall prepare based on the generic template grant agreement provided by DCMS ("**Grant Agreement**");
 - (d) the applicant's on-going compliance with the terms of the Grant Agreement once executed;
 - (e) the scope of the Project remaining consistent with the scope of the Project approved by DCMS at the date of this letter, unless DCMS approves or requires otherwise in writing;
 - (f) the funding being used only for Qualifying Capital Expenditure as defined in the Grant Agreement;

- (g) all of the applicant's costs to be funded by DCMS are incurred (but not necessarily defrayed) by 31 March 2021 or as otherwise specified in the Grant Agreement;
- (h) the applicant permitting DCMS to observe the applicant's procurement and bid evaluation processes, including being present at meetings (both with bidders and at meetings internal to the applicant) but not actively participating in the meetings (unless requested otherwise by the applicant) or any applicant decision-making process;
- (i) the applicant requiring its suppliers to comply with relevant terms set out in LFFN Programme documentation provided to the applicant; and
- (j) the applicant supporting DCMS in delivering the wider LFFN Programme and developing best practice, including attending networking events with other applicants and industry with the intention of sharing ideas and solving problems.

Funding status

3. This letter is issued on the basis that the specific level of funding for the Project:
 - (a) will be determined by DCMS during the LFFN Assurance Process and will be set out in the Grant Agreement as executed by the applicant and DCMS following the achievement of LFFN Assurance Gate C; and
 - (b) may differ from the funding amount set out in paragraph 2 above.
4. DCMS shall not be obliged to pay any funding for the Project unless and until such time as the Grant Agreement is executed by DCMS and the applicant.

LFFN Assurance Process

Following Checkpoint A, DCMS will continue to work with the applicant in developing the Project and progressing through future Checkpoints:

Checkpoint B (Authority to Procure): Continued testing of Project readiness, with additional focus on the procurement process, including procurement strategy and documentation, method to ensure value for money, sufficient balance of risk between DCMS, public body and the private sector (where applicable), management information, state aid considerations (where applicable) and process for milestone payments.

Checkpoint C (Ready to Contract): Continued testing of Project readiness, with additional focus on confirmation of sufficient funding and necessary approvals being in place, contract management and financial treatment processes, Grant Agreement ready for signature, milestone payment process agreed, audit processes confirmed.

Checkpoint D1, D2 etc: Will take place during the delivery phase of the Project to review progress against milestones and assess success measures.

Checkpoint E1, E2 etc: Will assess any fibre contract variations that require DCMS approval in accordance with the Grant Agreement.

Checkpoint F: Review completion of the Project against success measures and confirm closure.

I look forward to the Project progressing through the LFFN Assurance Process and it being successfully delivered.

Yours sincerely

Billy McClean
BDUK Project Director

DATED _____ **2019**

THE SECRETARY OF STATE FOR DIGITAL, CULTURE, MEDIA AND SPORT

AND

[INSERT LOCAL BODY NAME]

GRANT AGREEMENT RELATING TO THE LOCAL FULL FIBRE NETWORK PROGRAMME

IN RESPECT OF [NAME OF PROJECT]

VERSION CONTROL

VERSION	DATE	COMMENT
0.1	18 June 2019	First draft prepared by DCMS

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BETWEEN:

(1) **THE SECRETARY OF STATE FOR DIGITAL, CULTURE, MEDIA AND SPORT** of 100 Parliament Street, London SW1A 2BQ ("**Authority**"); and

(2) **[INSERT LOCAL BODY DETAILS]** of [Insert Local Body Address] ("**Recipient**")

each one a "**Party**" and together the "**Parties**".

BACKGROUND

- (A) The Authority has conditionally approved a funding allocation from the Challenge Fund in respect of the Project and issued the Conditional Grant Offer Letter.
- (B) The Parties have agreed terms of the funding to be provided by the Authority to the Recipient in respect of the Project as set out in this Agreement.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

Achieved means a Contract Milestone has been achieved and the Recipient has received a valid invoice from the Supplier in each case in accordance with the Contract, and "**Achievement**" shall have a corresponding meaning;

ADR Notice has the meaning given to that term in Clause 16.1.3;

Agreement means the Clauses of this Agreement together with the Schedules to it (as amended by the Parties from time to time in accordance with this Agreement);

Authority has the meaning given to that term on page 1 of this Agreement;

Bribery Legislation means the Bribery Act 2010, the Anti-Terrorism, Crime and Security Act 2001, the Criminal Law Act 1977, the Proceeds of Crime Act 2002, and any and all similar or other anti-bribery and/or anti-corruption legislation and/or codes of practice of any jurisdiction applicable from time to time to the Recipient, the Authority, this Agreement and/or its subject matter;

Challenge Fund means the grant fund administered by the Authority under the LFFN Programme;

Conditional Grant Offer Letter means the letter dated [date] from the Authority to the Recipient which sets out certain preliminary information in relation to the Grant;

Confidential Information	has the meaning given to that term in the Non-Disclosure Agreement;
Contact Data	means the contact details of each Party's Representatives and, in the case of the Recipient, the Supplier;
Contract	means the contract between the Recipient and the Supplier for the provision of fibre infrastructure dated on or around the date of this Agreement, which is funded (in whole or in part) by the Grant;
Contract Milestone	means each milestone in the Contract in respect of which a milestone payment applies under the Contract;
Contracting Authority	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 excluding the Authority;
Controller	has the meaning given to that term in the Data Protection Laws;
Costs	means the total expenditure, costs and expenses to deliver the Project, including any Qualifying Capital Expenditure funded by the Grant under this Agreement and all other expenditure, costs and expenses funded by the Recipient or any third party (in all cases net of VAT);
Data Protection Laws	means: <ul style="list-style-type: none"> (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including the GDPR and the Data Protection Act 2018; and (b) any code of practice or guidance published by the UK Information Commissioner's Office and/or the European Data Protection Board from time to time;
De Minimis Aid Regulation	means Commission Regulation (EC) No 1407/2013;
Default	means any breach of the obligations of the Recipient or any other default, act, omission, negligence or statement of the Recipient, its employees, servants, or agents in connection with or in relation to the subject matter of this

	Agreement and in respect of which the Recipient is liable to the Authority;
Dispute	has the meaning given to that term in Clause 16.1;
Dispute Notice	has the meaning given to that term in Clause 16.1.1;
Effective Date	means the date on which this Agreement is signed by both Parties;
End User Sites	means the public sector sites listed in the 'connections granular' tab of the management information workbook set out in Schedule 4;
End User Upgrade Sites	means the public sector sites listed in the table in Schedule 5 (being a sub-set of the End User Sites);
Extended Date	the date described as such in paragraph 1.3.2 of Schedule 5;
Finance Officer	means an officer who has responsibility for the proper administration of the Recipient's financial affairs in accordance with section 151 of the Local Government Act 1972;
Financial Year	means each period of twelve (12) consecutive months during the Term commencing on and including 1 April, provided that the first Financial Year shall commence on the Effective Date and the final Financial Year shall end on the last day of the Term;
FOI Legislation	means FOIA and the Environmental Information Regulations 2004, together with any relevant guidance and/or codes of practice issued by the Information Commissioner or any relevant central government body;
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time;
Funding Period	means the period during which Qualifying Capital Expenditure must be incurred (but not necessarily defrayed) by the Recipient and/or the Supplier in order to be eligible for inclusion within Grant Claims under this Agreement, being the period from the Effective Date to the end of 31 March 2021;

GDPR	means regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016;
Grant	means the sum or sums of money payable by the Authority to the Recipient under the terms of this Agreement, which in aggregate shall not exceed the Grant Cap;
Grant Cap	means the maximum aggregate Grant payable by the Authority under this Agreement, being [insert amount in words] (£insert amount in pounds sterling);
Grant Claim	means a claim for Grant (in such form as may be approved or required by the Authority from time to time) made by the Recipient in accordance with the Grant Claim Procedure;
Grant Claim Procedure	means the procedure for the Recipient to claim Grant set out in Schedule 1;
Grant Milestone	means each milestone described as such Schedule 2;
Information	means all records and information of any sort obtained, created, collected or held by either Party in relation to this Agreement;
Information Request	means a request for information within the meaning of section 8 of FOIA;
Intellectual Property Rights	means all patents, rights to inventions, copyright and related rights, database rights, rights in designs, trademarks, service marks, trade names, and other similar or equivalent rights or forms of protection (whether registered or unregistered) and all applications (or rights to apply) for, and for renewals and extensions of, such rights as may now or in the future exist anywhere in the world;
Law	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or mandatory code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body;

LFFN Programme	means the Local Full Fibre Networks Programme;
Local Full Fibre Networks Programme	means the Authority's programme to stimulate commercial investment in full fibre infrastructure within the UK;
Maximum Grant Amounts	means the maximum Grant amounts set out in Schedule 2 that the Recipient may claim in respect of the Contract Milestones;
Media Protocol	means the media protocol notified by the Authority to the Recipient from time to time;
Monitoring Report	means the report described as such in paragraph 6.2;
Non-Disclosure Agreement	means the non-disclosure agreement entered into by the Parties pursuant to the LFFN Programme;
Personal Data	has the meaning given to that term in the Data Protection Laws and for the purposes of this Agreement includes Sensitive Personal Data;
Process	has the meaning given to that term in the Data Protection Laws;
Procurement Laws	means any law or legislation regulating procurement process and practices in the UK public sector, including, but not restricted to, the Public Contracts Regulations 2015 (SI 2015/102), the Utilities Contracts Regulations 2016 and Directive 2014/24/EC of the European Parliament and of the Council and the principles of transparency, non discrimination, equality of treatment, proportionality and mutual recognition in the Treaty of the European Union;
Project	means the provision of gigabit capable connections to [XXX] End User Sites across Northern Ireland through an infrastructure deployment with a [20 year right of use] to fibre along with the upgrades to the End User Upgrade Sites in accordance with Schedule 5; [DCMS: Description to be refined and updated once the Supplier and solution is understood]
Project Board	means the board for the management of the Project established by the Recipient;
Prompt Payment Code	means the payment practices and best practice code administered by the Chartered Institute of Credit

Management and set out at
www.promptpaymentcode.org.uk;

Purpose	means to fund certain capital costs of the Project, only where and to the extent that the capital costs qualify as Qualifying Capital Expenditure;
Qualifying Capital Expenditure	means expenditure which (i) can be reasonably allocated or apportioned to the Project; (ii) is incremental to the Recipient's cost base that would otherwise have been incurred; (iii) is incurred in accordance with the Project; (iv) is directly attributable to the implementation of the relevant infrastructure and working condition necessary for its intended use but excluding those costs directly attributable to connecting customers to the infrastructure; and (v) is capable of being capitalised under the generally accepted accounting conventions, principles and practices in the UK at the relevant time;
Quarter	<p>means:</p> <ul style="list-style-type: none">(a) the period from and including the Effective Date up to and excluding the next Quarter Day;(b) thereafter each period commencing on and including a Quarter Day up to but excluding the next Quarter Day during the Term; and(c) the period from and including the last Quarter Day during the Term up to and including the date of termination or expiry of this Agreement, <p>and the term "Quarterly" should be construed accordingly;</p>
Quarter Day	means 1 April, 1 July, 1 October and 1 January;
Recipient	has the meaning given to that term on page 1 of this Agreement;
Representatives	means a Party's directors, employees and professional advisers (including consultants);
Required Date	means 31 March 2021;
Required Speeds	means the relevant minimum speeds identified in Schedule 5 that the End User Upgrade Sites shall be upgraded to;

Sensitive Personal Data	has the meaning given to that term in the Data Protection Laws;
State Aid Regulations	means the terms set out in: <ul style="list-style-type: none"> (a) the relevant articles of the TFEU, in particular Articles 107 - 109; (b) European Community rules, regulations, guidelines and case law relating to State aid in force from time to time; (c) where applicable: <ul style="list-style-type: none"> (i) the De Minimis Aid Regulation; and (ii) Commission Regulation (EU) N°651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the TFEU;
Supplier	means [insert];
Term	means the period during which this Agreement is in force, which shall commence on the Effective Date and end at the expiry of the date which is five (5) years from the end of the Funding Period;
TFEU	means the Treaty on the Functioning of the European Union;
Value Added Tax	means any value added tax; and
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales.

- 1.1.1 use of the singular includes the plural (and vice versa) and use of any gender includes the other genders;
- 1.1.2 a reference to a party is to a party to this Agreement and shall include that party's personal representatives, successors or permitted assignees;
- 1.1.3 a reference to persons includes individuals, corporations, and unincorporated bodies or associations that are recognised at law (whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);
- 1.1.4 unless expressly stated otherwise, a reference to a Clause is to the relevant clause of this Agreement; a reference to a Schedule is to the relevant schedule to this Agreement; and a reference to a paragraph is to the relevant paragraph of the Schedule in which it appears;

- 1.1.5 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any Laws as amended or repealed to deal with the UK's exit from the European Union;
- 1.1.6 any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.1.7 where a standard, policy or document is referred to in this Agreement by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the reference shall be deemed to be to the replacement hyperlink and the Parties shall update this Agreement with a reference to the replacement hyperlink as soon as is practicable; and
- 1.1.8 the headings in this Agreement are for ease of reference only and shall not affect its interpretation.

2. GRANT OFFER

- 2.1 The Parties agree to be bound by this Agreement which shall subsist, subject to early termination in accordance with Clause 11, for the Term.
- 2.2 Where applicable the terms of the Conditional Grant Offer Letter shall continue to apply in respect of the Grant provided that in the event of any conflict between the terms set out in the Conditional Grant Offer Letter and the terms set out in this Agreement, the terms set out in this Agreement shall prevail.
- 2.3 In consideration of the Recipient's involvement in the Project and otherwise complying with the terms and conditions set out in this Agreement, the Authority agrees to pay the Grant to the Recipient subject to and in accordance with this Agreement.
- 2.4 The Recipient acknowledges and agrees that the Authority agrees to provide funding only:
 - 2.4.1 in respect of the Grant, provided that the aggregate Grant payable by the Authority under this Agreement shall not exceed the Grant Cap;
 - 2.4.2 in respect of Qualifying Capital Expenditure incurred (but not necessarily defrayed) by the Recipient and/or the Supplier (as applicable) during the Funding Period; and
 - 2.4.3 for the Purpose.
- 2.5 The Recipient acknowledges that at the Effective Date it is familiar with the purpose, scope and operation of the Authority's checkpoint assurance process and associated requirements for the LFFN Programme as applicable to this Agreement and the Project and agrees that the Recipient shall comply with that process and associated requirements. The Recipient shall upon reasonable notice comply with all reasonable updates to such process and associated requirements as may be notified by the Authority from time to time during the Term.
- 2.6 The Recipient shall ensure that the End User Upgrade Sites are upgraded to the Required Speeds on or before the Required Date in accordance with Schedule 5.
- 2.7 The Recipient shall undertake its own evaluation of the Project if requested to do so by the Authority at any time during the Term and provide details of its findings to the Authority in accordance with any reasonable instructions provided by the Authority.

3. **PURPOSE AND EXTENT OF THE GRANT**

- 3.1 The Recipient shall not use the Grant for any activities other than the Purpose, or as otherwise approved in writing by the Authority, and shall use the Grant only on the terms and conditions set out in this Agreement.
- 3.2 The Grant is made by the Authority under Section 13A of the Industrial Development Act 1982. The Authority's financial processes and procedures in connection with this Agreement will be carried out in accordance with HM Treasury guidance: "Managing Public Money" (ref: <https://www.gov.uk/government/publications/managing-public-money>) and other HM Treasury Guidance in effect from time to time.
- 3.3 The Recipient shall ensure that any relevant terms in this Agreement are, where appropriate, reflected in the arrangements with the Supplier.
- 3.4 Schedule 1 contains the Recipient's bank account details and the Recipient shall provide the Authority with any related administrative details upon request.

4. **TIMING AND ADMINISTRATION OF THE GRANT**

- 4.1 Subject to the remainder of this Agreement, the Authority shall pay the Grant to the Recipient:
- 4.1.1 in arrears once the Recipient has incurred the relevant Qualifying Capital Expenditure (but, where applicable, has not necessarily paid the relevant Qualifying Capital Expenditure); and
- 4.1.2 in accordance with the Grant Claim Procedure and the terms of this Agreement, provided that:
- 4.1.3 subject to Clause 2.4.2, the final Grant Claim provided by the Recipient under this Agreement must be received by the Authority no later than the end of 30 June 2021; and
- 4.1.4 the Recipient has been and remains in compliance with the terms of this Agreement on the relevant date for payment of the Grant.
- 4.2 The Authority may reduce, suspend or withhold any Grant payment for the period of any material delay to:
- 4.2.1 the Project; and/or
- 4.2.2 the upgrade of the End User Upgrade Sites pursuant to Schedule 5.
- 4.3 The Recipient shall not carry forward any unused Grant allocated by the Authority to a Financial Year for application in the next (or any future) Financial Year unless the Authority has given its prior written approval to do so in respect of such Grant.
- 4.4 The Recipient acknowledges and agrees that the Authority may from time to time in connection with the Authority's operation of the LFFN Programme require reasonable changes to the Grant Claim Procedure and/or the reporting requirements set out in this Agreement. Any such changes shall be subject to Clause 15.2 provided that the Recipient's consent to such changes shall not be unreasonably withheld or delayed.
- 4.5 The Authority acknowledges and agrees that the Recipient may from time to time require reasonable changes to the Contract Milestones for alignment with the Contract. Any such changes shall be subject to Clause 15.2 and the other provisions of this Agreement (including the Grant Cap) provided that the Authority's consent to such changes shall not otherwise be unreasonably withheld or delayed.

- 4.6 The Recipient shall ensure that the End User Upgrade Sites are upgraded to the Required Speeds on or before the Required Date in accordance with Schedule 5.

5. **VAT**

- 5.1 The Grant is paid net of any Value Added Tax for which the Recipient may be liable. If any Value Added Tax shall become payable by the Recipient (including under the Contract) the Recipient shall bear the cost the Value Added Tax and the Authority shall not be obliged to pay any additional amount by way of the Grant or any other payment.
- 5.2 All sums or other consideration payable to or provided by the Recipient to the Authority at any time, excluding repayment of Grant, shall be deemed to be exclusive of all Value Added Tax payable and where any such sums become payable or due or other consideration is provided the Recipient shall, at the same time, or as the case may be, on demand by the Authority, in addition to such sums or other consideration, pay to the Authority all the Value Added Tax so payable upon the receipt of a valid Value Added Tax invoice.

6. **MANAGING THE GRANT AND REPORTING**

Representatives

- 6.1 Each Party shall notify the other in writing of:
- 6.1.1 the nominated person from time to time who shall act as the Party's authorised representative for the purposes of this Agreement; and
- 6.1.2 the contact details of the authorised representative and any deputies from time to time.

Monitoring Report

- 6.2 The Recipient shall provide a Monitoring Report to the Authority as soon as practicable after the end of each Financial Year in which a Grant payment is made and in any event within three (3) months. Each Monitoring Report must:
- 6.2.1 be in the format set out in Schedule 3; and
- 6.2.2 subject to Clause 6.15, be signed by the Finance Officer (or suitably qualified and nominated equivalent).
- 6.3 Where the Recipient has received funding from a third party (including capital funding received from, or contributed to the Project by, the Supplier) in connection with the Purpose, the Recipient shall include the amount of such funding in the Monitoring Report and any other financial reports submitted to the Authority, together with a short description of the purpose of such funding and what the funding has been used for.

Other Reporting

- 6.4 The Recipient shall provide to the Authority:
- 6.4.1 (or, where required by the Authority, procure that the Supplier provides to the Authority direct) the additional reporting information set out in Schedule 4 at the frequency and in such form as may be approved or required by the Authority in writing from time to time;
- 6.4.2 details of any anticipated divergence from the funding profile set out in Schedule 2 for each Financial Year by 30 September of the relevant Financial Year or other date as may be approved or required by the Authority in writing from time to time; and

- 6.4.3 on the first Working Day following (i) the end of each Quarter during the Funding Period; and (ii) the end of the Funding Period, details of the Grant (if any) expected to be claimed by the Recipient in respect of the preceding Quarter.
- 6.5 The Authority may, acting reasonably, at any time also require the Recipient to provide it with forecast outturn information for a Financial Year end. The Recipient shall comply with any such request within a reasonable period of time.
- 6.6 If any additional reporting is required by the Authority on an ad-hoc basis (for example, to respond to a parliamentary question) then the Authority shall:
- 6.6.1 notify the Recipient in writing of the information required;
- 6.6.2 set out the format of the information required; and
- 6.6.3 indicate the timeframe in which the information should be provided,
- and the Recipient shall comply with the relevant additional reporting requirements referenced above.
- 6.7 The Recipient shall ensure that it has the necessary authority and consents to provide the Authority with any and all reporting information under this Agreement.

Grant Underspend and Repayment

- 6.8 The Recipient shall notify the Authority as soon as reasonably practicable upon becoming aware that the Recipient does not intend to claim any or all of the Maximum Grant Amounts in accordance with the Grant Claim Procedure.
- 6.9 The Recipient shall within twenty (20) Working Days (or within such other applicable period as may be expressly provided elsewhere in this Agreement) of any applicable notification provided pursuant to this Agreement repay to the Authority any money incorrectly paid to it by the Authority or where a repayment is otherwise required under the terms of this Agreement. This includes (without limitation) instances where an incorrect sum of money has been paid by the Authority and/or where Grant monies have been paid in error or not in accordance with the terms of this Agreement.

End of the Funding Period

- 6.10 Unless the Authority agrees otherwise in writing, any Grant held by the Recipient following the final Grant payment by the Authority under this Agreement which has not been used to pay Qualifying Capital Expenditure for the purposes of Clause 2.4.2 within twenty (20) Working Days of the date on which the final Grant payment is made by the Authority shall be repaid to the Authority within twenty (20) Working Days.
- 6.11 Any Costs or liabilities in connection with the Project and/or the Purpose remaining at the end of the Funding Period and not met by the Grant in accordance with the terms of this Agreement must be managed and paid for by the Recipient. No additional funding shall be available from the Authority for this purpose.

Grant Management

- 6.12 The Recipient may not transfer funds between this Grant and other grants made to it.
- 6.13 The Recipient (acting through its Finance Officer or suitably qualified and nominated equivalent) shall ensure that appropriate professional arrangements are put in place for the management of the Grant and the reporting of expenditure (including regarding value for money). The Recipient shall ensure that the Grant is accounted for, and monitored separately from, the Recipient's other finances and funding streams.

- 6.14 The Authority, acting reasonably, shall have the right to call and attend meetings with the Recipient in connection with allocation, expenditure of, and repayment of the Grant and the procurement and management of the Recipient's contracts with third parties (including the Contract) or otherwise in connection with the Purpose.
- 6.15 Where the Authority, acting reasonably, identifies any concerns in respect of (i) the Recipient's management and/or use of the Grant; and/or (ii) any information provided by the Recipient pursuant to the terms of this Agreement, the Authority may require the Monitoring Report to be submitted by the Recipient in accordance with Clause 6.2 to be certified by the Recipient's external auditor in which case the Recipient shall instruct its external auditor to undertake such certification and procure that the certified Monitoring Report is provided to the Authority as soon as reasonably practicable and in any event within two (2) months following receipt of the Authority's notice (or within such other period as the Parties may agree).

Governance

- 6.16 The Authority shall have the right to attend (for any reason) any Project Board meeting on the following basis:
- 6.16.1 The Recipient shall provide the Authority with reasonable advance notice of each Project Board meeting and (where available) the associated meeting agenda and board papers.
- 6.16.2 The Authority shall notify the Recipient as soon as reasonably practicable in advance of a Project Board meeting where it intends to attend such meeting (along with the name(s) of the individual(s) from the Authority who shall be attending).
- 6.16.3 If the Authority elects to attend any Project Board meeting it shall do so for the purpose of Project assurance and in the Authority's capacity as provider of the Grant under this Agreement. Whilst the Authority may provide support and/or guidance at or in connection with any such Project Board meeting, the Authority shall not be responsible or liable for any decision made by the Project Board or the Recipient at or in connection with any such Project Board meeting.

Prompt Payment Code

- 6.17 The Recipient shall comply with the Prompt Payment Code and therefore undertakes to (where applicable) ensure that all undisputed payments are made to the Supplier from Grant money paid under this Agreement by the relevant agreed date or within thirty (30) days if no date is agreed.

7. RECORDS TO BE KEPT

- 7.1 The Recipient shall:
- 7.1.1 maintain and operate effective monitoring and financial management systems in respect of the Grant;
- 7.1.2 without limiting the requirement in Clause 7.1.3, maintain records of the administrative management of the Grant and of the Contract procurement and Contract operation, including all relevant related decisions, for a period of at least six (6) years after the end of the Term; and
- 7.1.3 keep a record of all expenditure funded partly or wholly by the Grant, and retain all associated accounting records for a period of at least six (6) years after the end of the Term.

8. AUDIT AND INSPECTION

- 8.1 The Recipient shall, without charge, permit any officer or officers of the Authority and the National Audit Office or their nominees to (i) visit the Recipient's premises and/or Project locations (including the End User Sites); (ii) inspect any of the activities of the Recipient (including to verify that the End User Upgrade Sites have been upgraded in accordance with Schedule 5); and/or (iii) examine and take copies of the Recipient's books of account and such other documents or records as in such officers' view may relate to the use of the Grant and/or related capital expenditure. In addition, the National Audit Office or the Authority or their nominees may carry out examinations into the economy, efficiency and effectiveness with which the Grant has been used. The Authority shall endeavour, but shall not be obliged, to provide advance notice of any such visit or audit.
- 8.2 The Recipient shall ensure that the Grant is subject to the Recipient's internal and external audit procedures.
- 8.3 Without prejudice to Clause 8.1, the Recipient shall comply with, and shall ensure that it does not do or omit to do anything which the Recipient knows or could reasonably be expected to know causes the Authority to breach, relevant European Union and UK statutory and regulatory requirements as regards accounts, audit or examination of accounts, annual reports and returns applicable to the Recipient and, in relation to the Authority's compliance, the Authority.
- 8.4 The Recipient shall procure that the Supplier is subject to (and if necessary the Recipient shall enforce) an obligation to permit representatives of the Authority and the National Audit Office to examine the economy, efficiency and effectiveness with which the Grant has been used and to verify that the Recipient is complying with the audit, inspection and record keeping obligations of this Agreement.

9. LAWFUL CONDUCT, PROCUREMENT PROCESSES AND STATE AID REGULATIONS

- 9.1 The Recipient shall comply (and, where applicable, shall secure compliance of the Supplier and its sub-contractors engaged in the Project) with all applicable Law including:
- 9.1.1 the Equality Act 2010 and any other anti-discrimination and equal opportunities legislation;
 - 9.1.2 the Public Services (Social Value Act) 2012; and
 - 9.1.3 the Procurement Laws,
- in force from time to time throughout the Term.
- 9.2 Throughout the Term the Recipient shall comply (and, where applicable, shall secure the compliance by the Supplier) with the State Aid Regulations including in relation to the receipt of any Grant and its application in relation to the Project. This shall include (without limit), where applicable:
- 9.2.1 ensuring the Contract and/or any changes permitted to or in connection with the Contract do not give rise to any breach of the State Aid Regulations or the Procurement Laws; and
 - 9.2.2 operating in accordance with the terms of the Contract so as to comply with the State Aid Regulations and the Procurement Laws.
- 9.3 The Recipient shall ensure that use of the Grant and all associated procurement processes and contractual terms used in connection with the Project and/or the Purpose shall be compatible with the requirements referred to in Clause 9.2.

9.4 The Recipient shall secure, and is responsible for ensuring, best value for money in all expenditure that is (in whole or in part) funded by the Grant.

9.5 The Authority may provide the European Commission with information about the Grant and the Project in compliance with the State Aid Regulations under TFEU and related legislation.

9.6 The Recipient shall notify the Authority within five (5) Working Days if it becomes aware of:

9.6.1 any procurement or State aid or other legal challenge;

9.6.2 any examination or investigation by the European Commission; or

9.6.3 the issue by the European Commission of any recovery decision as defined in Article 16(1) of Council Regulation 2015/1589,

in respect of the Project, and shall provide such further reasonable information and/or assistance concerning such challenge, examination, investigation or decision as the Authority may reasonably require from time to time.

9.7 Without prejudice or limitation to the Recipient obligations as described in this Clause 9, the Authority may from time to time, acting reasonably, specify to the Recipient certain types of Contract change (whether by value threshold or otherwise) which must be notified by the Recipient to the Authority in advance of contractual commitment and where written Authority approval to proceed with the Contract change is required. The Parties acknowledge that any such Contract change (if approved) may require an amendment to this Agreement, which where applicable shall be processed in accordance with Clause 15.2.

10. **CONFLICT OF INTEREST AND FINANCIAL OR OTHER IRREGULARITIES**

10.1 The Recipient shall use all reasonable endeavours to ensure that its employees, agents, and advisers working on or in relation to the Project are not influenced by any conflict of interest.

10.2 The Recipient shall set up formal procedures to require all employees, agents and advisers of the Recipient to declare any personal or financial interest in any matter concerning the Recipient's activities and to be excluded from any discussion or decision-making relating to such matter.

10.3 If the Recipient has any grounds for suspecting any failure (whether by the Recipient or the Supplier) to comply with the Bribery Legislation, or any financial irregularity in the use of any Grant paid under this Agreement, it must notify the Authority immediately, explain what steps are being taken to investigate the suspicion, and keep the Authority informed on the progress of the investigation.

10.4 For the purposes of Clause 10.3, "**financial irregularity**" includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those permitted by this Agreement.

11. **BREACH OF GRANT CONDITIONS**

11.1 If any of the events mentioned in Clause 11.3 occur, then subject to Clauses 11.4 and 11.5 the Authority may:

11.1.1 reduce, suspend or withhold Grant payments;

11.1.2 require all or any part of the Grant to be repaid (excluding any sums paid to the Supplier in accordance with the terms of this Agreement and the Contract), and/or

11.1.3 terminate this Agreement,

in each case only in accordance with the process and the circumstances set out in this Clause 11.

11.2 The rights of the Authority set out in Clause 11.1 shall survive termination or expiry of this Agreement, except where due to the occurrence only of any or all of the events set out in Clauses 11.3.4 to 11.3.8, in which case the rights shall subsist only until the date on which the Authority pays the final Grant payment to the Recipient in accordance with the terms of this Agreement.

11.3 The events referred to in Clause 11.1 are as follows:

11.3.1 there is a material Default by the Recipient which results in:

(a) a failure to ensure regular or proper use of public funding or a failure to safeguard public funds, as required in each case by "Managing Public Money" as referred to in Clause 3.2; and/or

(b) a failure to use the Grant for the Purpose,

whether the circumstances set out in Clauses 11.3.1(a) and/or (b) are identified under any audit or inspection carried out under this Agreement or otherwise.

11.3.2 the Recipient purports to transfer or assign any rights, interests or obligations arising under this Agreement without the written agreement in advance from the Authority;

11.3.3 the European Commission or any competent court or authority judges that any element of the Grant or the Contract is in breach of:

(a) the conditions of the State Aid Regulations under TFEU, in particular Article 107(3)(c), or any subordinate legislation made under TFEU; or

(b) the Procurement Laws;

11.3.4 any information provided in, or in support of, the Recipient's application for the Grant or in a claim for payment or in any subsequent supporting correspondence from the Recipient is found to be materially incorrect or incomplete to an extent which the Authority acting reasonably considers to be materially detrimental to the Authority;

11.3.5 the Authority reasonably considers, having undertaken an appropriate review or investigation, that the Recipient is taking or has taken inadequate measures to investigate and resolve any reported irregularity regarding use of the Grant and has failed within thirty (30) days of being notified of such failure to take adequate measures to investigate and resolve any reported irregularity regarding the use of the Grant has failed to take such measures as would be adequate in the circumstances;

11.3.6 the Authority reasonably considers, having undertaken an appropriate review or investigation, that there is a material failure in the Recipient's management of:

(a) the Project; and/or

(b) the Supplier under the terms of the Contract;

11.3.7 the Authority reasonably considers, having undertaken an appropriate review or investigation, that there is a change in the Contract which, in the reasonable opinion of the Authority, is substantial and to which the Authority has not given prior written agreement (such agreement not to be unreasonably withheld or delayed); and/or

- 11.3.8 acting reasonably, the Authority considers, having undertaken an appropriate review or investigation, that the Recipient has failed to act reasonably and prudently with regard to the Supplier and/or any of the Supplier's key subcontractors (if and to the extent referred to as such or by an analogous term in the Contract) delivering the Project, or that the Supplier and/or any of the Supplier's key subcontractors are no longer being a fit and proper entity for the receipt of public funding due to:
- (a) the entity suffering any circumstances of financial distress or insolvency or circumstances which might in the Authority's reasonable view lead to financial distress or insolvency; and/or
 - (b) reasons which impact on national security, the operations, reputation or good standing of the Authority, which impact on the threat of criminal activity and/or which otherwise pose a risk to the successful delivery of the Project.
- 11.4 In the event that the Authority wishes to trigger any of the steps provided under Clause 11.1 with respect to any of the events specified in Clause 11.3, the Authority shall provide reasonable notice to the Recipient specifying particulars of the event concerned.
- 11.5 Following receipt of a notification pursuant to Clause 11.4, except in the case where the event is irremediable, the Recipient shall be given reasonable opportunity to resolve the event (taking into account the nature of the event and its consequences). If the event is irremediable or, where remediable, the event has not been resolved after the Recipient has been given reasonable opportunity, the Authority shall have the rights set out in Clause 11.1.
- 11.6 Notwithstanding the express process provided for in this Clause 11 above, nothing in this Clause 11 limits the Authority's other rights and remedies set out in this Agreement (provided that prior to exercising its rights and remedies in respect of any other Default the Authority shall provide reasonable prior written notice to the Recipient specifying the particulars of the Default concerned and give the Recipient reasonable opportunity to remedy such Default where it is remediable).
- 11.7 On termination or expiry of this Agreement, and without prejudice to the Authority's other rights under this Agreement, the Recipient shall within twenty (20) Working Days return to the Authority any unused Grant funds (unless the Authority gives its written consent to their retention) then in its possession.
- 11.8 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after expiry or termination of this Agreement including Clauses 6, 7, 11, 14, 17, 19, 20 and 23 shall remain in full force and effect.
- 12. INSURANCE COVERAGE**
- The Recipient shall ensure that it has adequate insurance coverage (including, but not limited to, public liability insurance) in place either as a self-insurance arrangement or with an insurer of good repute to cover all claims and liabilities under or in connection with this Agreement, and shall provide evidence of such insurance to the Authority on request.
- 13. LIMIT OF LIABILITY**
- 13.1 The Authority accepts no liability for any consequences or losses, whether arising directly or indirectly, that may arise in connection with:
- 13.1.1 the Recipient operating and managing the Project;
 - 13.1.2 the use of the Grant (including by the Recipient and by the Supplier);
 - 13.1.3 the Recipient's procurement, and the Supplier's performance, of the Contract; and/or

- 13.1.4 the Authority's reduction, suspension or withdrawal of the Grant and/or termination of this Agreement in accordance with Clause 11.
- 13.2 Save in respect of any liabilities that cannot be lawfully limited, the Authority's liability to the Recipient under this Agreement is limited to the obligation to make payment of the Grant monies when due and payable in accordance with this Agreement.
14. **INTELLECTUAL PROPERTY RIGHTS**
- 14.1 The Parties agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other Intellectual Property Rights whatsoever owned by either the Authority or the Recipient before commencement of this Agreement, or developed by either Party during the Term, shall remain the property of that Party.
- 14.2 Subject always to the provisions of the Non-Disclosure Agreement, the Recipient shall grant to the Authority at no cost an irrevocable, royalty-free perpetual licence to use and to sub-license the use of any material created by the Recipient in accordance with the operation and the requirements of this Agreement for such purposes as the Authority shall deem appropriate (acting reasonably).
- 14.3 The Recipient shall ensure that all publicity (whether written or online or otherwise) created, issued and/or used by the Recipient and/or the Supplier relating to the work funded by the Grant shall comply with the Media Protocol including (without limit):
- 14.3.1 The inclusion of 'Funded by DCMS' written alongside the DCMS logo.
- 14.3.2 The Authority reserves the right to have a quote included in any press release associated with the Project.
- 14.3.3 DCMS and LFFN Programme branding must be included in all publicity materials (including websites) associated with the Project, as further described in the Media Protocol.
15. **ENTIRE AGREEMENT AND VARIATIONS**
- 15.1 This Agreement, including the documents referred to in it (excluding the Contract), sets out the entire agreement between the Parties. It replaces all previous negotiations, agreements, understandings and representations between the Parties, whether oral or in writing. Neither Party has been given, nor has entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.
- 15.2 Each Party shall notify the other Party of any proposed amendment to this Agreement. At its discretion the Authority may permit certain amendments proposed by the Recipient to be given effect (e.g. in relation to the number of End User Sites and the Grant profile set out in Schedule 2) without requiring this Agreement to be amended. Otherwise, any amendments to this Agreement shall only be valid if they are in writing and signed by an authorised representative of both Parties. In relation to any amendment to this Agreement the Authority reserves the right to require the Recipient to comply with such additional requirements and/or conditions as the Authority may require in its sole discretion.
16. **DISPUTE RESOLUTION PROCEDURE**
- 16.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "**Dispute**") then, except as expressly provided otherwise in this Agreement, the Parties shall follow the dispute resolution procedure set out in this Clause:
- 16.1.1 either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (a "**Dispute Notice**"), together with relevant supporting documentation. On service of the Dispute Notice the LFFN Programme Director of

the Authority and the [insert first level title] of the Recipient shall attempt in good faith to resolve the Dispute;

16.1.2 if the LFFN Programme Director of the Authority and the [insert first level title] of the Recipient are for any reason unable to resolve the Dispute within fifteen (15) Working Days of service of the Dispute Notice, the Dispute shall be referred to the Authority's Senior Responsible Owner for the LFFN Programme and the [insert second level title] of the Recipient who shall attempt in good faith to resolve it; and

16.1.3 if the Authority's Senior Responsible Owner for the LFFN Programme and [insert second level title] of the Recipient are for any reason unable to resolve the Dispute within fifteen (15) Working Days of it being referred to them, the parties shall attempt to settle it by mediation in accordance with the CEDR model mediation procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing (an "**ADR Notice**") to the other Party requesting a mediation. A copy of the ADR Notice should be sent to CEDR. The mediation shall start not later than thirty (30) Working Days after the date of service of the ADR Notice. Unless otherwise agreed by the Parties, CEDR, in conjunction with the mediator, shall make the necessary arrangements for the mediation including:

- (a) nominating, and obtaining the agreement of the Parties to, the mediator;
- (b) organising a suitable venue and dates;
- (c) organising exchange of documents;
- (d) meeting with either or both of the Parties (and the mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and
- (e) general administration in relation to the mediation.

[DCMS: The Recipient titles above must be commensurate with the relevant Authority titles above]

16.2 No Party may commence any court proceedings in relation to any dispute arising out of this agreement until sixty (60) Working Days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay in appointment.

17. **FREEDOM OF INFORMATION**

The provisions of Clause 3 of the Non-Disclosure Agreement shall apply in respect of the Parties' obligations under the FOI Legislation.

18. **WARRANTIES**

18.1 The Recipient warrants, represents and undertakes that:

18.1.1 all financial and other information concerning the Recipient and the Project which has been disclosed to the Authority is to the best of its knowledge and belief, true and accurate;

18.1.2 it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with this Agreement;

18.1.3 it is not aware of anything in its own affairs, which it has not disclosed to the Authority or any of the Authority's advisers, which it believes, acting reasonably, might have

influenced the decision of the Authority to make the Grant on the terms contained in this Agreement; and

- 18.1.4 it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Agreement and/or its subject matter, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Agreement.

19. **CONFIDENTIALITY**

19.1 The Parties acknowledge that:

- 19.1.1 the Non-Disclosure Agreement applies in respect of this Agreement (to the extent applicable); and
- 19.1.2 the Recipient's bank account details in Schedule 1 are treated as Confidential Information for the purposes of the Non-Disclosure Agreement.

20. **PERSONAL DATA**

- 20.1 Both Parties shall comply with all of their respective obligations under the Data Protection Laws which arise in connection with this Agreement.
- 20.2 The Parties each acknowledge and agree that (in their respective capacities as Controllers) they may need to Process the Contact Data provided by each Party in order to administer and manage, and comply with their respective obligations under, this Agreement.
- 20.3 Each Party shall Process the Contact Data in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Contact Data with their affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities identified in Clause 20.1, and in doing so each Party will ensure that the sharing and use of the Contact Data complies with applicable Data Protection Laws.
- 20.4 Where acting as a Controller for the purposes of the Contact Data, each Party shall make available to the other Party a copy of their applicable privacy policy and the receiving Party shall ensure that this policy is provided to their Representatives whose Contact Data has been shared with the other Party for the purposes set out in this Agreement.
- 20.5 Each Party warrants, represents and undertakes that it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring their Contact Data to the other Party in accordance with the terms of this Agreement.
- 20.6 The Recipient shall comply fully with the Data Protection Laws in respect of the Recipient's application of the Grant including in relation to the Project and the Contract. Upon reasonable request the Recipient shall provide to the Authority full details of the data protection arrangements and measures that are in place in connection with the application of the Grant. The Recipient shall comply with such reasonable additional arrangements or measures as the Authority may notify the Recipient in connection with the protection of Personal Data.

21. **NOTICES**

- 21.1 All notices, invoices and other communications relating to this Agreement shall be in writing and shall be provided by a Party on the other Party addressed to the person notified in accordance with Clause 6.1 or if there has been no such notification at its address shown at the start of this Agreement.
- 21.2 Notices delivered under this Agreement shall be deemed to be delivered:

- 21.2.1 if sent by hand, upon receipt;
- 21.2.2 if sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two (2) Working Days after posting;
- 21.2.3 if sent by email, on the date of delivery (provided an error message is not received) subject to the following conditions:
 - (a) when an email is sent on a day which is not a Working Day or after 3:00pm on a Working Day the email is deemed to have been received on the next Working Day; and
 - (b) each email containing a notice under Clauses 9, 10, 11 or 16 shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmatory delivery receipt. Both Parties agree to ensure that delivery receipts are enabled and will be sent from the relevant email addresses provided for the purpose of serving such notices.

22. **CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person who is not a Party pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

23. **GOVERNING LAW**

This Agreement shall be subject to and construed in accordance with English law and subject to the exclusive jurisdiction of the courts of England and Wales.

24. **NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Authority and the Recipient, nor any relationship of principal and agent, nor authorise any Party to make or enter into any commitments for or on behalf of the other Party.

25. **ASSIGNMENT AND NOVATION**

- 25.1 The Recipient shall not assign, novate, create a charge of the benefit of, otherwise dispose of or create any trust in relation to any or all of its rights and obligations under this Agreement without the prior written consent of the Authority (such consent not to be unreasonably withheld).
- 25.2 The Authority may assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement to any Contracting Authority.
- 25.3 A change in the legal status of the Authority and/or the Recipient shall not affect the validity of this Agreement and it shall be binding on any successor body to the Authority and/or the Recipient (as the case may be).

26. **WAIVER AND CUMULATIVE REMEDIES**

- 26.1 The rights and remedies provided by this Agreement may be waived only in writing by an authorised representative of both Parties in a manner that expressly states that a waiver is intended, and such waiver shall only be operative with regard to the specific circumstances referred to.
- 26.2 Unless a right or remedy is expressed to be an exclusive right or remedy, the exercise of it by the relevant Party is without prejudice to that Party's other rights and remedies. Any failure

to exercise or any delay in exercising a right or remedy by either Party shall not constitute a waiver of that right or remedy or of any other rights or remedies.

- 26.3 The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedy provided at law or in equity or otherwise under this Agreement.

27. **SEVERANCE**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions.

28. **COUNTERPARTS**

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

SIGNED for the **SECRETARY OF STATE FOR DIGITAL, CULTURE, MEDIA AND SPORT** by

SIGNED for and on behalf of **[INSERT LOCAL BODY NAME]** by

Signature:

Signature:

Name:

Name:

Position:

Position:

Date:

Date:

who is authorised by the Secretary of State in that regard

SCHEDULE 1 – GRANT CLAIMS

1. Recipient Bank Account

Account Name:	[DCMS: Recipient to provide details]
Account Number:	
Sort Code:	

2. Grant Claim Procedure

2.1 Subject to the terms of this Agreement, the Authority shall pay Grant Claims to the Recipient in accordance with this Grant Claim Procedure.

2.2 The Recipient may submit a Grant Claim to the Authority once the relevant Grant Milestone has been Achieved. Each Grant Claim shall contain:

2.2.1 in respect of the relevant Contract Milestone, a copy of the relevant milestone achievement report approved by the Recipient, the milestone achievement certificate issued by the Recipient to the Supplier and the valid invoice issued by the Supplier to the Recipient;

2.2.2 the relevant evidence set out in Schedule 2;

2.2.3 a summary Project highlight report confirming progress to date and setting out any Project risks that may impact the timing of future Grant Claims and/or Grant payments;

2.2.4 details of the Grant amount being claimed, which unless the Authority approves otherwise in writing shall be the lower of (i) the amount set out in the relevant Supplier invoice; and (ii) the relevant Maximum Grant Amount set out in Schedule 2;

2.2.5 a statement from the Finance Officer confirming that (i) the Grant amount being claimed relates only to Qualifying Capital Expenditure and has been incurred by the Recipient or the Supplier in accordance with the terms of this Agreement; and (ii) the Recipient has undertaken reasonable and proportionate assurance of the information and evidence provided by the Supplier and in accordance with any relevant guidance provided by the Authority; and

2.2.6 a statement confirming that all Qualifying Capital Expenditure previously claimed under this Grant Claim Procedure and in respect of which Grant has been paid by the Authority up to the date of the current Grant Claim has been defrayed by the Recipient.

2.3 If following receipt of any Grant Claim the Authority requires any further information and/or wishes to clarify any aspect of the Grant Claim then the Authority shall notify the Recipient of such requirement and/or clarification within ten (10) Working Days and the Recipient shall provide such information and/or clarification without delay.

2.4 The Authority shall use its reasonable endeavours to pay each valid and undisputed Grant Claim submitted in accordance with paragraph 2.2 above within twenty (20) calendar days of receipt to the Recipient's bank account set out above (provided that where paragraph 2.3 above applies the twenty (20) calendar day period shall commence when the relevant

information has been provided and/or the clarification has been made, in each case to the Authority's reasonable satisfaction).

SCHEDULE 2 – GRANT MILESTONES

GRANT MILESTONE	ACHIEVEMENT CRITERIA	GRANT CLAIM EVIDENCE	PLANNED ACHIEVEMENT QUARTER	MAXIMUM GRANT AMOUNT

SCHEDULE 3 – MONITORING REPORT TEMPLATE

The Recipient shall use the template below to produce each Monitoring Report in accordance with Clause 6.2 of this Agreement.

MONITORING REPORTING FOR FINANCIAL YEAR ENDING [INSERT DATE]		
Category	Component	Response
Narrative report on the progress of the Project		
Summary breakdown of Qualifying Capital Expenditure		£
		£
		£
		£
		£
		£
	Total Qualifying Capital Expenditure:	£
Unused Grant funding (if applicable)	Details of any Grant underspend and explanation	

CERTIFICATION BY FINANCE OFFICER AND (WHERE APPLICABLE) EXTERNAL AUDITOR

I certify to the best of my knowledge and belief that:

1. The information provided above is correct and provides a true reflection of the Project for the period covered by the Monitoring Report.
2. The Qualifying Capital Expenditure funded by the Grant has not also been funded from other sources.
3. Expenditure for which the Grant has been used consists solely of Qualifying Capital Expenditure.
4. The Grant has been used only for the Purpose, the objectives of the Project, and otherwise in accordance with the terms of the Agreement.

5. Any conditions imposed on or required in accordance with this Agreement and/or related to the objectives of the Project have been met.
6. The Recipient has not received any Grant which has been incorrectly paid to it.

Signature:	
Name (printed):	
Organisation/Position:	
Date:	

SCHEDULE 4 – ADDITIONAL REPORTING REQUIREMENTS

LOCAL AREA BASELINE

The Recipient shall ensure the following information (where applicable) is provided to the Authority on signing of this Agreement:

WHO reports: Data collected from and reported by	Information required	
	DIRECT OUTPUT	OUTCOME
Data from: Suppliers, public sources (such as Ofcom) and Local Bodies/Aggregators Reported by: Local Bodies/Aggregators	<ul style="list-style-type: none"> • SUPPLY: Current broadband market activity(active suppliers where they are and known delivery plans in LA/district or location) • Socio-economic characteristics of the delivery area (LA/district or location): <ul style="list-style-type: none"> ○ Local economic ○ Social and Well Being ○ Public Sector ○ Wider local specific socio-economic narrative • DEMAND: Addressable market in LA/district or location: <ul style="list-style-type: none"> ○ Average and Maximum speeds available, FTTC:FTTP ratio ○ Identify public sector premises and SMEs (possible residential opportunities where relevant) ○ Speed and connection types (tech/quality) 	<ul style="list-style-type: none"> • DEMAND: Subsequent build opportunities <ul style="list-style-type: none"> ○ Opportunity narrative(infrastructure ○ Future build size and scale requirements

REGULAR MANAGEMENT INFORMATION REPORTING

The following information on the Project will need to be collected by Recipients and Suppliers and reported to the Authority. The information enables the LFFN Programme to report against its overall objectives, progress against these and to establish the extent of success of different programme delivery mechanisms.

How programme data/information will be collected on LFFN

There are a number of mechanisms that the Authority will use to collect programme information, not all of these will be the responsibility of the Recipient to provide, but as a minimum many will require the Recipient to be aware of them to ensure the necessary data is built in to arrangements with Suppliers and connection recipients:

BEFORE	<ul style="list-style-type: none"> • Challenge Fund bid content • Contracts and grant fund agreements (including build specifications, site lists, market reviews and local area baselines). • Asset register - where specific assets are delivered or re-used as part of the LFFN Programme (information on asset, (re)use type, subsequent use of asset elements)
DURING	<ul style="list-style-type: none"> • MI and progress reporting • Annual monitoring report (project level),

	<ul style="list-style-type: none"> • Some small scale, light touch and targeted survey work with end users/suppliers (undertaken by the Authority)
AFTER	<ul style="list-style-type: none"> • Delivery mechanism build finalisation reports and/or end of wave impact and lessons learnt report • Contract follow up • Full project level summary • Local project evaluation • Follow up information at a set point up to 5 years post deployment
THROUGHOUT	<ul style="list-style-type: none"> • Programme and local level evaluation: baseline and follow up evidence gathering from Suppliers, local bodies and end users of connections.

Data will be collected for a period up to 5 years beyond the build completion date and the programme will maintain an interest in third party build from LFFN enabled infrastructure. Consequently, the Authority will require some further basic information from third party projects resulting from the LFFN funding, such as premises connected/passed. We would require this information to be collected for 5 years post deployment for most delivery methods.

The Authority reserves the right to amend this information requirement and the format in which it is to be collected in consultation with the Recipient. Wherever possible information gathering processes will be facilitated through dedicated, purpose built templates, with guidance, that ensures simple completion.

Reporting template

The Recipient shall report to the Authority by populating the template below (which the Authority may update from time to time on notice to the Recipient) each Quarter during the Term.



Schedule 4 -
Management Informa

SCHEDULE 5 – END USER UPGRADE SITES

1. GENERAL

1.1 The Recipient shall ensure that the End User Upgrade Sites are upgraded to the Required Speeds on or before the Required Date. The costs of such upgrades shall be borne by the Recipient and Grant may not be used for this purpose.

1.2 The Recipient shall provide the Authority with evidence to demonstrate to the reasonable satisfaction of the Authority that the Required Speeds have been achieved.

1.3 In the event that the Required Speeds are not achieved on or before the Required Date in accordance with paragraph 1.2 the Authority may:

1.3.1 require the Recipient to repay Grant within twenty (20) Working Days which shall be calculated as follows:

(actual Grant paid by the Authority under this Agreement / actual no. of End User Sites connected using funding from such Grant) x total no. of End User Upgrade Sites not upgraded to the Required Speeds by the Required Date (or the Extended Date if paragraph 1.3.2(b) applies)

1.3.2 at its sole discretion, provide the Recipient with an Extended Date by which the Required Speeds shall be achieved provided that:

(a) the Recipient shall ensure that the applicable End User Upgrade Sites are upgraded to the Required Speeds by the Extended Date;

(b) in the event that the Required Speeds are not achieved on or before the Extended Date, the Authority may require the Recipient to repay Grant within twenty (20) Working Days which shall be calculated in accordance with paragraph 1.3.1.

2. END USER UPGRADE SITES

No.	End User Upgrade Site	Postcode	Existing Speed	Required Speed

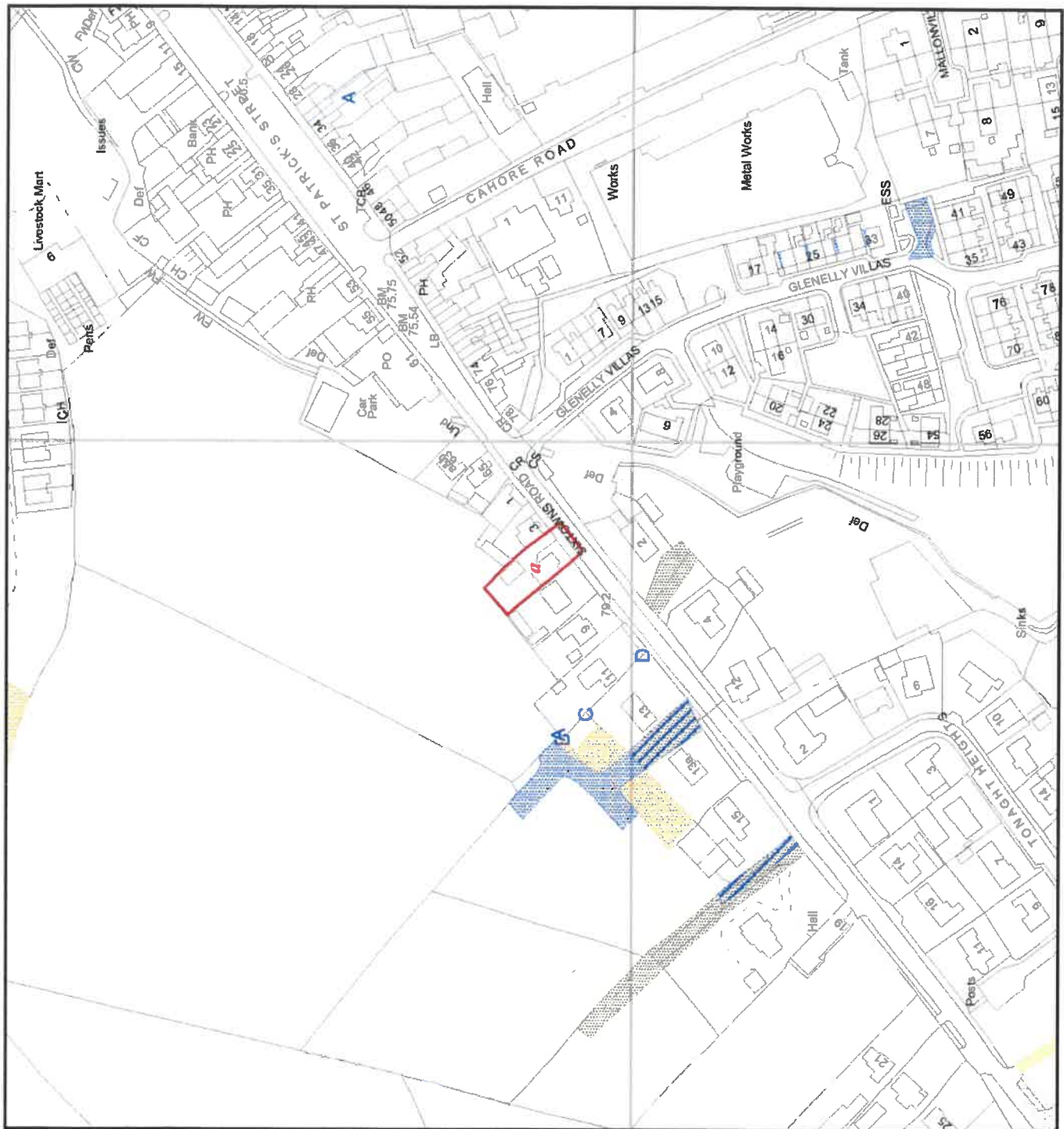
Report on	Release of Burden on Non-Council owned Land
Date of Meeting	4 th July 2019
Reporting Officer	Claire McNally, Council Solicitor
Contact Officer	Claire McNally, Council Solicitor

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To seek Members approval to release a burden registered against non-Council owned lands situated at 5 Sixtowns Road, Draperstown and registered in Land Registry under Folio 16991, County Londonderry ("the Lands").
2.0	Background
2.1	Prior to the establishment of NIHE, local government was responsible for housing in Northern Ireland. After public re-organisation in or around 1973, these functions and powers were transferred to the Housing Executive.
2.2	The subject Lands contain a burden registered against the related Land Registry Folio on 29 th January 1952, by the former Council of the Magherafelt Rural District. See location map of the Lands at Appendix A of this report.
2.3	A request has been received from the registered owners' legal representatives requesting a release of the registered burden by the Council against the Lands, as successor in title of former Council of the Magherafelt Rural District, to enable the progression of the sale of this property.
2.4	By way of a basic definition, a burden is an obligation affecting the land which normally requires the owner to do something or to refrain from doing something for the benefit of another property and not be in contravention of public policy. A burden may be released by the person or entity entitled to the burden upon the execution of a simple deed of release.
3.0	Main Report
3.1	For the purposes of information, the burden in question is detailed below:- <i>A power vested in the Magherafelt Rural District Council in the event of any breach or contravention of any of the following covenants hereinafter mentioned on the part of the registered owner, to Charge the said Lands with the sum of Two</i>

	<p><i>hundred and fifty pounds together with costs in connection with the exercise of this said power.</i></p> <p><i>The registered owner covenants with the said Council that until the expiration of five years next after the 1st December 1950:-</i></p> <ul style="list-style-type: none"> <i>(i) The lands herein are not to be sold or transferred for a consideration which exceeds in value One thousand four hundred and fifty pounds;</i> <i>(ii) The house in respect of which such grant is made is not to be amalgamated with any other house or houses so that such house together form a singly house;</i> <i>(iii) The said house is not to be enlarged altered or structurally modified in such a manner that it ceases to conform to the requirements as to type or dimensions for the time being in force under Part III of the Housing (No.2) Act (Northern Ireland) 1946 for the purpose of a grant under that part of that Act.</i>
3.2	The above burden registered against these Lands, states how long the burden is to last. You will note that the duration of this burden has long since expired.
3.3	We'd also advise the requester to liaise with any relevant third parties, such as NIHE, in relation to the release of the burden.
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: N/A.
	Human: Officer time in progressing this matter.
	Risk Management: N/A
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: N/A
	Rural Needs Implications: N/A
5.0	Recommendation(s)
5.1	That Members approve that the Council agrees to release the burden registered against the lands registered in Land Registry under Folio 16991, County Londonderry and that the Council enters in to any agreement or deed as appropriate to effect said release.

6.0	Documents Attached & References
6.1	Appendix A –Land Registry Folio Map – Folio 16991 County Londonderry, denoting the lands in question.



Land & Property Services
Seirbhís Talún & Maoine
 THE LAND REGISTRY | CLÁRLANN NA TALÚN



Date: 26 Jun 2019
County: Londonderry
Folio: 16991
Scale: 1:2500
Our Ref: 2019/504771
Your Ref: LEG001-0019
Map Ref(s): 07710SW,07710SE,07714NW,
 07714NE
Sheet 1 of 1

Key to folio labels:

a - 16991

This map is for location purposes only (Rule 14(1) of the Land Registration Rules (Northern Ireland) 1994 as amended) and is not to be used for legal purposes. It is not a substitute for a title deed or a title plan. (Section 64 of the Land Registration Act (Northern Ireland) 1970). The co-ordinates of Land Registry mappings and OSNI features may have been affected by revisions of the OSNI map subsequent to registration.

This map has been prepared using the latest scale Land Registry map available for the area. Any future Deeds map should be based on the latest scale OS Irish Grid Plan available for the area.

If it is found that boundaries are not conclusive (unless so described on the plan), see 354 of the Land Registration Act (NI) 1970. Where there is any doubt concerning boundaries, the original instrument or document should be consulted.

This copy map shows the location of the lands comprised in the folio listed above



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Minutes of Meeting of Policy and Resources Committee of Mid Ulster District Council held on Thursday 6 June 2019 in the Council Offices, Burn Road, Cookstown

Members Present Councillor Molloy, Chair

Councillors Ashton, Buchanan, Colvin, Elattar, Forde, Gildernew, Hughes, McFlynn, S McGuigan, McKinney, McLean, S McPeake, M Quinn, Totten

Officers in Attendance Mr A Tohill, Chief Executive
Mrs Canavan, Director of Organisational Development
Mr Cassells, Director of Environment and Property
Ms Mezza, Head of Marketing and Communications
Mr Moffett, Head of Democratic Services
Mr O'Hagan, Head of IT
Mr JJ Tohill, Director of Finance
Mrs Grogan, Democratic Services Officer

The meeting commenced at 7 pm.

PR093/19 Apologies

Councillor Doris

PR094/19 Declarations of Interest

The Chair reminded members of their responsibility with regard to declarations of interest.

PR095/19 Chair's Business

The Chair welcomed everyone to the committee, especially the new committee member Councillor Hughes and said that he hoped to progress through the year as swiftly as possible. He also said that he wanted to thank his party for nominating him to Chair the Policy and Resources committee.

The Chair advised Councillor Ashton that the issue she wished to raise under Chair's Business tonight be referred to the Development Committee for consideration.

Matters for Decision

PR096/19 2019-2020 Performance Improvement Plan

The Head of Democratic Services presented previously circulated report and sought approval for Council's Corporate Performance Improvement Plan for the period 2019 to 2020.

Councillor Gildernew referred to item 3.1, objective 2 and said that he was disappointed to see there was nothing referring to the duration of the planning

meetings and that he didn't know any other Council that this was happening in. He said it was unfair to all, especially applicants where decisions are being made at the late hour of the night and that it was paramount that this be investigated as a matter of importance.

The Chair agreed with Councillor Gildernew's sentiments and stated that he was present at the Planning meeting on Tuesday night and said it had to be looked at so it's favourable to all.

The Chief Executive said that discussions had previously taken place around concerns around Planning Committee times and said this was a matter for the Planning Committee members to discuss.

Councillor McKinney said that there were over 40 planning applications and felt that if everyone was restricted to speak for 3 minutes only on an application that this should speed things up.

Councillor McLean said members of his party on the planning committee had raised concerns about the duration of the planning committee and feels that this needed to be steered from the Chief Executive towards the Planning Manager. He said that he was aware of issues being raised previously regarding concerns raised and felt that this has to be properly addressed.

Councillor Quinn said that he attended his first planning committee meeting on Tuesday night and did not realise the extent of the issue and agreed with Councillor Gildernew's views. He said that he didn't get to speak until 11 pm and found it hard at that hour of the night to concentrate on what he was trying to say and it was a struggle to keep focused. He agreed that this needed to be brought back to the Planning Committee for consideration.

Proposed by Councillor McLean
Seconded by Councillor S McGuigan and

Resolved That it be recommended to the Council that approval be given to:

- 1) Adopt the Corporate Performance Improvement Plan for 2019-2020.
- 2) Planning Committee timings and duration of same be referred to Planning Committee for discussion.

PR097/19 Progress Returns – Equality Commission and Dept. Agriculture, Environment & Rural Affairs 2018-19

The Head of Democratic Services drew attention to the previously circulated report and sought approval for the Mid Ulster District Council's Progress Reports for 2018-19 on meeting the statutory equality and good relations due as detailed within Section 75(1) and 75(2) of the Northern Ireland Act 1998 and the Rural Needs Act NI (2016).

Proposed by Councillor Gildernew
Seconded by Councillor S McGuigan and

Resolved That it be recommended to the Council to approve the Annual Progress Reports (2018-19) on the implementation and activities surrounding its Equality and Good Relations and Rural Needs statutory duties.

PR098/19 Council Meetings: August

The Chief Executive advised that it was previous practice to hold a Council meeting in August, but it was thought that it would be more beneficial to have a recess as very little business had been brought in previous years. He said that the only committee which met was the Planning committee as it didn't need decisions ratifying and that Mid Ulster was the only Council which did not avail of a recess but that it was up to the Committee to decide on how to proceed.

Proposed by Councillor McFlynn
Seconded by Councillor Gildernew and

Resolved That it be recommended to the Council that a meeting of the Council not be convened in August and going into a summer recess following the Planning Committee meeting held on the first Tuesday of that month.

Councillor McKinney stated that he would be happy to agree to the August recess but asked what would happen if important business arose and needed addressing.

The Chair agreed with Councillor McKinney and felt that it was a long period from July to September to wait for a decision to be ratified.

The Chief Executive advised that the Chair has the authority to call a meeting at any time. 5 members of the Council may request that a meeting be held if they deem it necessary to discuss an important issue. Delegation of powers as was the case with the Election could also be given to the Chief Executive on certain matters.

PR099/19 Establishment of Council Working Group: Outside

The Head of Democratic Services drew attention to the previously circulated report to make arrangements for the establishment/convening of a Working Group of Councillors to review Council representation on series of 'outside bodies' and forums established from within the Council.

Councillor McKinney recommended the 5 members be nominated.

Councillor S McGuigan recommended 10 members be nominated.

Councillor McLean agreed with Councillor S McGuigan and said that he would be in favour of nominating 10 members due to the extent of their work and the need for a fairly wide scope.

Councillor Colvin felt 5 nominations would suffice as 10 would be overkill and may look inefficient.

Councillor S McGuigan said that presently there are 10 members on other committees i.e. Brexit Working Group and Housing etc and felt that as this was working it should remain as it is.

Councillor Ashton referred to item 3.4 – Working Group Remit and asked for consideration to be given to including Conflict of Interest in the remit.

In response to Councillor Quinn’s query regarding membership through d’hondt, the Head of Democratic Services advised that this was outside the proposed scope, but a matter for the committee to decide.

The Chair put Councillor McKinney’s proposal for 5 members to vote:

For	4
Against	11

The proposal was lost.

Proposed by Councillor S McGuigan
Seconded by Councillor Gildernew and

Resolved That it be recommended to the Council that a Working Group of 10 Councillors be nominated to review Council representation on outside Bodies.

The Chair enquired if the 10 members were to be drawn from the Policy & Resources Committee or Council.

Councillor Ashton said that she assumed that the 10 members were to be drawn from the Council as it would be more focused on development than the Policy and Resources Committee and a broader scope of experience.

Proposed by Councillor Ashton
Seconded by Councillor S McGuigan and

Resolved That it be recommended to the Council that the 10 members be drawn from Council membership.

In response to Councillor McKinney’s query about how the 10 were going to be allocated, the Chief Executive stated that it would be done through d’hondt.

PR100/19 Lease and Licence of Lands situated at Glenone Wood, Portglenone from DAERA/Forest Service

The Chief Executive drew attention to the previously circulated report and sought approval to enter into the lease and licence with DAERA/Forest Service (“FS”) in relation to lands situated at Glenone Wood, Portglenone (“the Lands”).

Councillor S McPeake said that he was very much supportive of the proposed Blueway Development along the lower Bann from Portglenone to Newferry as it would be a tremendous recreational attraction upon completion and did not wish to be in any way obstructive towards the issuing of any lease/licensing requirements between Mid Ulster District Council and DAERA/Forest Service. However, a significant issue has emerged with the long established Ballynease Gun Club now being unable to reapply for their shooting licence from Forest Service within this 35km site. This is down to Forest Service not now offering this area of forest lands for Shooting Licensing as a consequence of Mid Ulster District Council Blueway proposals.

The Ballynease Gun Club had their Shooting Licensing granted in excess of 30 years within Portglenone Forest and had an exemplary working relationship with Forest Service with no issues or complaints ever recorded. They had their own public liability and indemnity insurances in place and were excellent custodians of the Forest. They now feel very aggrieved about not being able to apply for licensing at this site.

Councillor S McPeake stated that he had recently attended meetings between Ballynease Gun Club members, MUDC Officers, DAERA/Forest Service Officials and Country Sports Ireland to seek a resolution.

Proposed by Councillor S McPeake

That the issue of the licensing and leasing of the lands at Portglenone Forest be deferred for further discussion at the June Council meeting to see if a resolution can be found that will accommodate Ballynease Gun Club continued Shooting rights within Portglenone Forest.

Seconded by Councillor McLean

Councillor McLean said that he could concur with Councillor S McPeake's comments and would be happy to second his proposal as he too had been approached by the club. He said that Ballynease Gun Club members were all from the Mid Ulster District Council area and had been very accommodating and had a real passion for their sport. He reiterated that he was glad to see this being brought to the attention of Council to see what can be achieved.

Councillor McKinney referred to Derrynoid Forest and said something similar has happened as they also didn't get their licence renewed.

Councillor Elattar advised that the Council were responsible for the maintenance of the forest and walking trail.

Councillor McKinney said that the Forestry Service had indicated that the Council had turned down the licence and not them.

Councillor S McPeake said that this seemed to be the new way the Forestry Service was carrying out their work and that something similar had happened in Davagh, but this was somewhat different because it had a huge walkway.

Councillor Quinn said that he had heard on the radio about Belfast City Council planting a million trees across the city and enquired whether this Council had been approached to do something similar.

The Chief Executive said that this Council had become involved in a very extensive planting scheme at Ballymacombs and were continuously pursuing other opportunities.

Councillor S McGuigan referred to a recent incident at Parkanaur Forest involving approximately 20 people with hunting dogs and guns one Sunday morning which scared some of the regular users including those at caravan pitch. One of the people reported the incident the next day to Forestry Service who allegedly told them it was not their responsibility and to raise the issue with Mid Ulster District Council. He said that this incident is similar to what was raised by other members about the Forestry Service passing on the blame and would like the issue investigated.

The Chief Executive advised that the incident would be passed to the Director of Leisure and Outdoor Recreation who would liaise with the Forestry Service on concerns raised.

Proposed by Councillor S McPeake
Seconded by Councillor McLean and

Resolved That it be recommended to the Council that approval be given to:

- 1) Defer taking any decision on the tabled lease/licensing paper until next full council meeting until Council examine proposals to allow Ballynease Gun Club shooting rights/licensing on Portglenone Forest lands.
- 2) Director of Leisure and Outdoor Recreation to liaise with Forestry Service on concerns raised regarding incident at Parkanaur.

PR101/19 Making Tax Digital

The Director of Finance drew attention to the previously circulated report to update Members in relation to HMRC's Making Tax Digital Initiative.

Proposed by Councillor Ashton
Seconded by Councillor S McGuigan and

Resolved That it be recommended to the Council that Members note the contents of the report and to authorise Officers to address the first requirement of Making Tax Digital by procuring the HMRC accredited PWC product (or other equivalent product in the unlikely event that PWC withdraw their product from the market).

Matters for Information

PR102/19 Minutes of Policy and Resources Committee held on Thursday 4 April 2019

Members noted Minutes of Policy and Resources Committee held on Thursday 4 April 2019.

PR103/19 2018-19 Corporate Health Indicators Year End

Members noted the contents of the report previously circulated which provided members with an update on the measurement of the Council's Corporate Health Indicators for the period 2018-19.

PR104/19 Annual Subscription – Somme Association

Members noted the contents of the report previously circulated which provided members with an update on correspondence received from the Somme Association on annual membership contributions payable for period 2018-19.

PR105/19 Marketing & Communications Update

Members noted the contents of the report previously circulated which provided which provided members with an update on key areas of recent marketing and communications activity.

PR106/19 Marketing & Communications Service Improvement Plan 2019-2020

Members noted the contents of the report previously circulated which provided members with an update on the draft Service Improvement Plan for the Marketing & Communications Service for the 2019-2020 year.

PR107/19 Legal Services Service Improvement Plan 2019-2020

Members noted the contents of the report previously circulated which provided an update on the draft Service Improvement Plan for Legal Services for 2019-2020.

PR108/19 Finance Department Service Improvement Plan

Members noted the contents of the report previously circulated which provided Members with an update on the Finance Department Service Improvement Plan for 2019-2020.

Councillor Colvin said that he wanted to commend Officers on their professionalism collating the Service Improvement Plan which made it easy for Members to understand.

Local Government (NI) Act 2014 – Confidential Business

Proposed by Councillor S McGuigan
Seconded by Councillor Gildernew and

Resolved In accordance with Section 42, Part 1 of Schedule 6 of the Local Government Act (NI) 2014 that Members of the public be asked to withdraw from the meeting whilst Members consider items PR077/19 to PR091/19.

Matters for Decision

PR109/19 Staffing Matters for Decision
PR110/19 Financial Report 12 Months ended 31 March 2019

Matters for Information

PR111/19 Confidential Minutes of Policy and Resources Committee
held on Thursday 4 April 2019
PR112/19 Update on Structure Changes
PR113/19 Staff Matters for Information
PR114/19 Managing Attendance

PR115/19 Duration of Meeting

The commenced at 7pm and concluded at 7.55 pm.

Chair _____

Date _____

Report on	Corporate Plan 2020-2023: Timetable
Date of Meeting	Thursday 4 July 2019
Reporting Officer	Anthony Tohill
Contact Officer	Ursula Mezza

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	The report details the draft timetable for the development of the Council's new Corporate Plan 2020-2023.
2.0	Background
2.1	The Council's first Corporate Plan (2015-2019) came to the end of its natural lifespan in March 2019.
2.2	Given that any new plan should reflect the input and priorities of the newly elected Council, the process to develop the next Corporate Plan is now scheduled to begin.
2.3	A draft timetable and outline process has been developed, to include internal, external and stakeholder consultation, which aims to allow a new Corporate Plan to be drafted and agreed by the end of January 2020.
3.0	Main Report
3.1	<p>The outline timetable for the Corporate Plan development is as follows:</p> <ul style="list-style-type: none"> • Senior Management Team and Head of Service Workshop: late August 2019 • Facilitated workshop with Members: early September 2019 • Internal engagement: September 2019 • Community Plan partner engagement: September – October 2019 • Draft plan to 8 week public consultation: 30 September 2019 – 22 November 2019 • Consultation outcomes considered by Senior Management Team: December 2019 • Final draft plan to P&R Committee: January 2020 • Plan adopted: end January 2020.

4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: External consultancy support to facilitate member engagement and to develop an initial draft plan may be required. Any costs will be met from existing budgets.
	Human: N/A
	Risk Management: N/A
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: To be assessed as part of the Corporate Plan development.
	Rural Needs Implications: To be assessed as part of the Corporate Plan development.
5.0	Recommendation(s)
5.1	That the Committee notes the draft timetable.
6.0	Documents Attached & References
	None

Report on	Organisational Development Service Plan 2019/20
Date of Meeting	4 July 2019
Reporting Officer	Marissa Canavan, Director of Organisational Development
Contact Officer	Marissa Canavan, Director of Organisational Development

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To inform members of the Service Plan for Organisational Development Department for 2019/2020
2.0	Background
2.1	The Service Plan identifies the Purpose and Scope of the Organisational Development Department, provides an overview of the performance of the Department during 2018/19, and confirms the service work plan for year 2019/2020
3.0	Main Report
3.1	<p>The Service Plan helps ensure our services are accountable, planned and clear, and that our performance is measured.</p> <p>The key priorities for Organisational Development Department for Year 19/20 are focussed around the implementation of a new fully integrated HR/Payroll, Time & Attendance & Expense IT system, and to look at ways to improve our Internal HR communications.</p>
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
4.1	Financial:
	Human:
	The Service Work Plan will be delivered by the Organisational Team, supported by the working groups for the various projects.

4.2	Risk Management:
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications:
	Rural Needs Implications:
5.0	Recommendation(s)
6.0	Documents Attached & References
	Organisational Development Service Plan 2019/20.



Organisational Development

SERVICE PLAN - 2019 / 20

Date

Consulted within staff team

21/06/ 2019

Discussed & signed off by Director

21/06/2019

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1.0 OVERALL PURPOSE AND SCOPE OF THE SERVICE

1.1 Purpose and Scope of the Service

This is the Service Improvement Plan for 2019/20 for the Organisational Development department.

The Organisational Development Department supports managers across all Council Directorates. The services contribution to cross-cutting activities assists the Council to deliver on its strategic priorities. The key priorities for Organisational Development in 2019/2020 are focussed around the implementation of a new HR/Payroll Integrated IT system, HR Policy Developments & Implementation, Transforming Leisure Services, Learning & Development for staff/Managers/Supervisors, delivery of business support services across council and continued delivery of Registration Services, a statutory service delivered by the Council.

The Organisational Development work plan will improve the service provision through leadership capacity and capability development, ensuring that employees within the Council are supported and equipped with relevant skills for their role and ensuring the people have the right information and are engaged in order to ensure effectiveness.

Workforce planning and review will continue to ensure the efficiencies are met by the Council without compromise on the services delivered. A schedule of new policy development is in place to ensure that the Council's HR policies remain fit for purpose within the changing local government climate.

Our approach is one where we seek to collaborate effectively with all of our stakeholders and ensure that the views and the interests of the workforce are heard and taken into account.

Organisational Development will help deliver a culture with employee engagement at its heart. This will improve productivity, responsiveness to change and enable the Council to facilitate the best possible outcomes for the people of Mid-Ulster.

This plan helps ensure that our services are accountable, planned and clear, and that our performance is measured. It also helps us deliver the Council's mission and strategic outcomes set out in Mid-Ulster District Council's Corporate Plan.

1.2 Responsibilities

Organisational Development is not a statutory service but as an employer the Council has significant obligations under employment legislation and equality legislation.

The section is specifically responsible for the following functions:

Human Resources

- Providing a professional service to the Council to meet its obligations as an employer and progress towards the objective of being an exemplar employer and employer of choice.
- Specific areas of delivery are: Advising on Recruitment and Selection, Employee Relations, Conditions of Service, Job Evaluation & Grading, Employee Benefits, workforce planning, Health & Well-being, Organisational Structures and staffing numbers.
- Responsible for the provision of Occupational Health Service which includes medical examinations, health surveillance etc.

Learning & Development/ Policy Development

- Supports the delivery of a range of organisational and learning and development activities for all Elected Members, Directors, Heads of Service, managers and employees.
- Responsible for developing and managing the Council's approach to organisational and employee development in the workplace and to meet the corporate, service and individual development needs of Council employees to enable them to deliver the Council's objectives and to fulfil their current or future role within their organisation to their full potential.
- Supports a schedule of new policy development for the new Mid-Ulster Council to ensure policies are fit for purpose.

Organisational Development

- Influence and advise on Organisational Design matters within departmental structures and recommend different delivery models to support the integration of services and sharing of resources.
- Responsible for the delivery of HR projects/ Initiatives across the Council which look at reducing expenditure within departments or ways to generate income.
- Responsible for Business Support Teams across the Council to create and devise an improved service delivery model to standardise processes.

Business Support Services

- Support the delivery of Business Support Services across Council Directorates transforming the service to align and improve processes.
- Provision of Customer Service at all of the main Council Office locations.
- Provision of Facilities Services at all of the main Council Office locations.

Registration Services

- Responsible for the provision of Statutory Registration Services across the Council.

1.3 Customers & Stakeholders

Customers & Stakeholders
<p><u>Internal</u></p> <ul style="list-style-type: none">• Staff• Departments• Elected Members• SMT & HOS• Union Representatives <p><u>External</u></p> <ul style="list-style-type: none">• Public• Recruitment Applicants• Regional Trade Union Side• Politicians (MLA's)• LGSC• Training Providers• Other Local Authorities• Education Sector• OH Provider• Business Sector• Equality Commission• Central Government Departments (DOE)• Department for the Economy• Education Authority• Schools & Colleges• Media• 3rd Party Service Providers/Training Providers• GRO• Undertakers• Doctors• Religious officiants• Approved Venues• Doctors/ Occupational Health• Health & Safety Executive

1.4 Performance Overview in 2018/19

The following table provides a progress summary and the impact made by last years' Service Plan (2018-2019). It also details key successes, a summary of the end of year progress, remaining challenges for the Service and how it made a difference.

2018/19 Performance Overview	End of Year Progress Status: Completed/Commenced/Other
To be GDPR Compliant within current processes within HR Department by 25 th May 2018	<ul style="list-style-type: none"> • We have put a lot of emphasis on this over the last 12months and have done a huge amount of work in cleansing all of the personnel records of staff within Council. Managers & relevant staff have attended training & forms & procedures/policy revised re: GDPR compliant as a result.
To manage the roll out of the Transforming Leisure Services in MUDC Review Project	<ul style="list-style-type: none"> • The Transforming Leisure Services Project is ongoing and on target for delivery over the next 6months.
To appoint and manage the implementation of a new integrated HR/ Payroll IT Solution for MUDC over an 18mnth period.	<ul style="list-style-type: none"> • Provider has been appointed to provide an Integrated HR/ Payroll & Time & Attendance IT Solution for MUDC. • Project Plan has been developed and agreed and currently working on implementation phase.
To improve staff health and well-being and reduce the number of days lost through sickness absence, to reduce the impact of lost time, which affects organisation performance, productivity and workforce output.	<ul style="list-style-type: none"> • Health & Well-being of staff has been a priority for MUDC in 18/19 with the following being achieved by HR and the Health & Wellbeing Committee: • We have appointed and trained 17 Mental Health First aiders, some of who will act as points of contacts throughout the council giving advice and signposting where appropriate • Managers have been trained in Absence Management (5 sessions) & now more informed of procedures & staff & managers continue to be trained on 'Managing own wellbeing' :- absence rate continues to be static • Corporate events for staff included Team building in Ballyronan Marina, Stepping Challenge and Christmas Breakfasts. • 108 staff received a health check onsite.

	<ul style="list-style-type: none"> • 80 employees have received health surveillance checks. • 60 staff received the Flu Vaccine in October 2018 • There were 900 claims made by staff within MUDC registered on the Westfield Health scheme with Dental & Optical accounting for approximately 70% of claims. • The Cycle to work scheme was re-introduced to council staff • We have implemented a coaching service to support our ongoing counselling already in place and have received encouraging positive feedback from staff
To meet the Percentage Loss rate set by Council of <5%.	<ul style="list-style-type: none"> • Attendance Management - The Percentage Loss Rate for the period 1 April 2018 – 31 March 2019 is 4.76 and 0.24% below the target rate of 5% set by Council. For the same period in 17/18 the accumulative Percentage Loss Rate was 4.71%, overall the figures remain constant for both years.
Develop and implement a needs based Learning & Development/ Policy Development Programme for Council	<ul style="list-style-type: none"> • 248 courses were held internally in the past year. • Code of Conduct training delivered to staff at various locations across Council & Disclosure form devised. • Statutory training delivered & included:- Fire Warden, First Aid, Child Protection/Adult Safeguarding – Designated Officers refreshed/trained up & names communicated to staff, no major incidents reported • Managers trained in ‘Grievance Handling’ – grievance/disciplinary procedures to be revised as result • 157 courses/conferences have been attended by staff externally in the past year • Approximately 2,489 staff having taken up in-house training & 181 staff having taken up external learning and development opportunities in past year:- achievements included:- 4 achieved level 1 in ICT 1 achieved level 2 in English 4 achieved level 2 – 2 progressed to level 3 1 completed level 5 (degree), results pending 1 completed level 7(diploma), results pending 5 achieved Category C HGV Driving licence

	<ul style="list-style-type: none"> • 3 'E' Learning courses have been developed with aim to roll out to staff in 19/20 year. • Supervisory Management Programme (LEAP) was developed to be delivered in 19/20 year. • Training programme developed & delivered for Councillors –'Charter Status' awarded to Council re: Elected Member Development • Dignity at Work policy adopted & managers briefed & 8 confidential advisors appointed and communicated to all staff • Management of Overtime policy adopted & managers briefed on new policy • Data Handling Policy & Policy on Recruitment of Ex-Offenders revised & NIACRO provided training to HR staff involved in recruitment • 5 policies in draft form:- travel & subsistence, management of bereavement, carer's leave, term time & probationary/localised induction • 61 work placement opportunities have been provided within MUDC over this past year, 10 of which are disabled placements & 4 of which are longer term disabled placements and have facilitated 3 paid work placements (bursaries) & 1 trainee apprenticeship in year 18/19 • OD Department are leading the Education & Skills working group as part of the Community Plan which involves working with all the education partners and businesses. We have appointed lead partners for each of the short term actions and a detail programme of work has commenced.
Responsible for Recruitment process for Local Government Elections.	<ul style="list-style-type: none"> • HR recruited 120 Internal Council staff for the local government elections in May 2019. • 2 Days of Training provided.
Responsible for delivery of Weekend Street Cleansing Review Consultation within Environment & Property Services Directorate	<ul style="list-style-type: none"> • Weekend Street Cleansing Review carried out to rationalise how street cleansing operation was delivered and harmonise the approach across Mid Ulster District Council looking at opportunities to deliver more effective service. • Full consultation carried out with TU Side and awaiting Council approval.
Closure of Dungannon Leisure Centre for refurbishment work and subsequent redeployment of staff	<ul style="list-style-type: none"> • Responsible for the redeployment of all Leisure Centre Staff for 6 months while refurbishment work ongoing.

Organise an Innovation Event for staff to launch the theme of innovation within Council.	<ul style="list-style-type: none"> Working Group set up to plan for Innovation event in May 2019.
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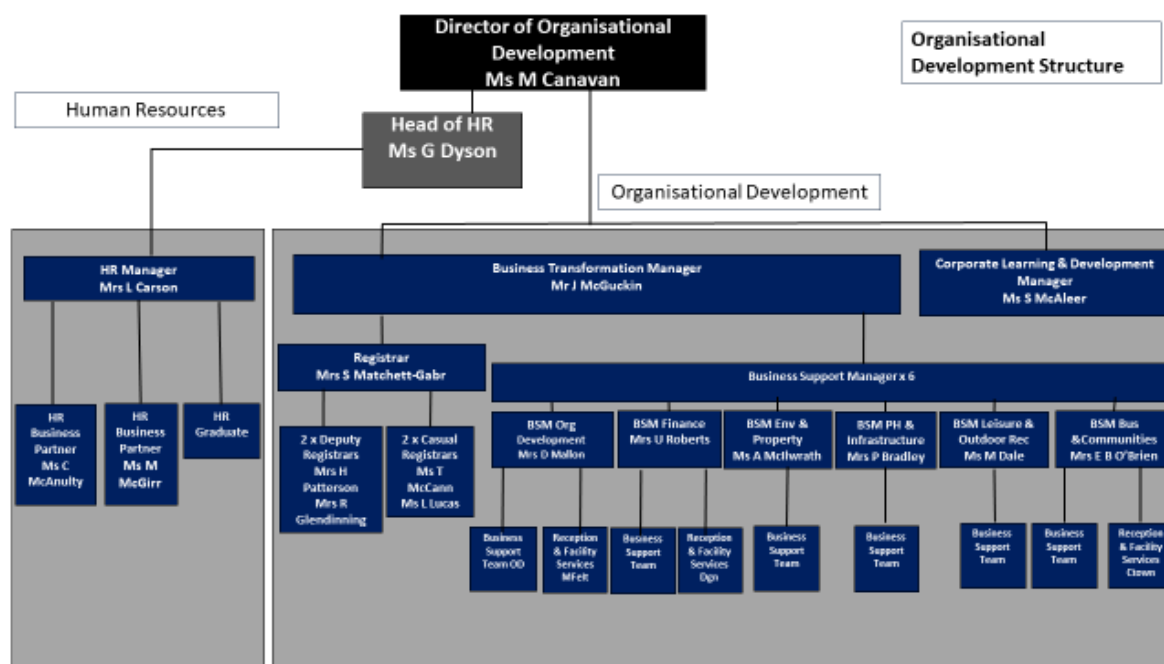
2.0 SERVICE WORKPLAN 2019/20

The following tables confirm the resources, financial and people, which the Service has access to throughout 2019-20 to deliver its actions, activities and core business.

2.1 Budget 2019/20

Service Budget Headings	£
Human Resources	729,199
Northland Row Building	19,731
Registration	160,974
OD Support	1,575,596
Gross Budget	2,485,500
Income	189,000
Net Budget for 2019-20	2,674,500

2.2 Staffing Complement - 2019/20



Staffing	No. of Staff
Head of Service	1
Managers	9
Officers	5
Remaining Team	45
Total	60

2.3 Service Work Plan - 2019/20

This plan confirms the core activities and actions, which will form your Service Work Plan for 2019-20. This should be a high-level capture of the Service activities and work which it will focus on throughout 2019-20. The Plan links to the Council's 2015-2020 Corporate Plan priorities (the Corporate Plan 2015/19 priorities were extended for another year to include 2019 to 2020), Annual Corporate Improvement Plan Objectives, Corporate Indicators and Mid Ulster Sustainable Community Plan themes & outcomes:

SERVICE WORK PLAN

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 3.3 Education & Skills - We are more entrepreneurial,</i>	<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
To manage the implementation of a new integrated HR/ Payroll/ Time & Attendance & Expenses IT Solution for MUDC	Baseline Data from Current systems within MUDC.	Provider appointed. Project Plan developed and Implementation ongoing.	Fully Integrated HR, Payroll, Time & Attendance & Expenses IT Solution.	<ul style="list-style-type: none"> Project / Implementation Plan Developed & Agreed Information Gathering for all of the key areas and Monitoring the output of the working groups mentioned below <ul style="list-style-type: none"> Personnel Time & Attendance Payroll Expenses. Data Migration Phase Communication and Training for all staff – Develop a training schedule to ensure full delivery. Acceptance Testing with all MUDC information Inputted on new system Data Migration to Go Live 	June 19 September 19 September 19 December 19 March 20 April 20	MC/JMCG MC/JMcG MC/JMG MC/JMG MC/JMG MC/JMG	Fully Integrated HR, Payroll, Time & Attendance & Expenses IT Solution.

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 3.1 Education & Skills - Our People are better qualified & more</i>	<i>CRP 1.7 Delivering for Our People - Management of talent supported by continued skills building and learning opportunities.</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
To improve HR internal communications within MUDC	Baseline Data around how we currently communicate with staff	Gather some Research material from other Local authorities/ businesses.	More Engaged Workforce who are fully informed and kept up to date.	<ul style="list-style-type: none"> Research and Develop a HR Newsletter which is circulated on a quarterly basis to staff. Research the concept of a workplace App as innovative way for communicating with staff. Research ways to increase staff engagement and look at possibility of a Survey App to assess staff satisfaction. 	September 19 December 19 March 20	MC MC MC	Improved communication with Internal staff on all HR Matters improving staff engagement.

3.0 IMPROVING OUR SERVICE AND MANAGING PERFORMANCE

3.1 Annual Improvement Objectives and Associated Programs

The Council has set a number of annual improvement objectives and associated programs (projects and activities) for 2019/20, which aim to bring about improvement. The improvement objectives and key improvement programs, set out Council's contribution to the sustainable Community Plan for the District; against which we can monitor and report progress.

Each Council department provides resources to assist with the improvement activities contained within each improvement project (individual service improvement contribution activity linked to corporate improvement programs can be found in 3.2 of the service plan). The annual improvement objectives also align to the Council's main corporate planning document, which contains the council's strategic direction and main priorities.

The Council will focus on the following improvement objectives for 2019 to 2020:

- 1. To assist the growth of the local economy by increasing the number of visitors to our district.*
- 2. To improve the average processing time of Local Planning Applications (New).*
- 3. To improve the accessibility of our services by increasing the number available online.*
- 4. To support people to adopt healthier lifestyles by increasing usage of Council Recreational Facilities.*

We utilise outcome based accountability methodology to manage our performance. This tells us the impact our services are having on communities. Further detailed information relating to Council's improvement objectives, associated activities, outcome indicators, projects and targets is available at www.midulstercouncil.org/Council/Performance (Mid Ulster Council's Improvement Plan 2019- 2020) or by contacting the Democratic Services Team on 03000 132132.

4.0 Equality

The council is committed to fulfilling its obligations under Section 75 of the Northern Ireland Act 1998. This commitment is demonstrated by allocating the appropriate time, people and resources to fulfil our equality duties. The Equality Scheme commits us to implementing our duties effectively and in a timely way alongside implementing this Service Plan. Without impacting upon our obligations, when carrying out our equality duties we will also take into account the desirability of promoting good relations between people of different religious belief, political opinion or racial group. We are also required to take into account the need to

promote positive attitudes towards people with a disability and encourage the participation of people with a disability in public life. Mid Ulster District Council are committed to fulfilling our disability duties and we set out how we intend to do this in our disability action plan.

3.2 Service Contribution to the Corporate Improvement Objectives/Projects

Link to Community Plan Theme:		Corporate Plan Theme						
CMP 4.2 Health & Wellbeing - We have better availability to the right service, in the right place at the right time.		CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money						
Improvement Plan Objective	Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
					Key Actions	Dates	Owners	Outcome
To improve the accessibility of our services by increasing the number available online	To increase the number of online payments for Council Services (e.g. Dog Licensing, Bulky collections, bins, waste collection, Building Control fees, Planning fees)	Undertake an audit of online payments for Council Services in 18/19 year	Baseline data on each of the key online payments	To Increase the number of online payments by 5% this incoming year.	• Carry out research into ways to improve online payments and look at how other local authorities do this.	Sept 19	MC/JMG	More people making payments on line ensuring a more efficient, economic service.
					• Develop a proposal paper on ways to improve online payments.	Dec 19	MC/JMG	
					• Look at ways to make the new website better to encourage more online payments.	March 20	MC/JMG	

3.3 RISK MANAGEMENT OF SERVICE

The purpose of risk management is to manage the barriers which prevents the Council from achieving its objectives. This section of the service plan includes space for the Service to input their key risks (in summary form), which have been identified during the business planning process. The Council uses risk management to maximize opportunities and minimize risks. This improves its ability to deliver priorities and improve outcomes. This is why the Council deems it important to link business planning and risk management. Risk Management aims to:

- Help the Council achieve its overall aims and objectives
- Manage the significant risks the Council faces to an acceptable level
- Assist with the decision making process
- Implement the most effective measures to avoid, reduce and control those risks
- Balance risk with opportunity
- Manage risk and internal controls in the most effective way.

This table illustrates the risks identified to deliver the Services business in 2019-20.

Risk Ref Number	Description of Risk	Risk Rating	Mitigation Activity
1.	<i>Failure to meet sickness absence target of 5% as set by MUDC</i>	7	<ul style="list-style-type: none"> • <i>Regular auditing on monthly basis to ensure management compliance to be carried out.</i> • <i>Training of Managers in dealing with sickness absence.</i>
2	Failure to deliver on the Fully Integrated HR, Payroll, Time & Attendance and Expenses System	9	<ul style="list-style-type: none"> • <i>Regular weekly reporting to ensure project is on time and as per project plan</i> • <i>Monthly Steering Group Meetings</i> • <i>Regular Reporting to Director/SMT on progress of the project.</i>
3.	<i>Failure to complete the Pay, Grading and Harmonisation Review within Leisure & Outdoor Recreation Directorate within timescales provided.</i>	7	<ul style="list-style-type: none"> • <i>Working group established to deliver on the project plan and timeline.</i>
4.	<i>Failure to operate within 2018/19 budget</i>	6	<ul style="list-style-type: none"> • <i>Robust Budget management</i> • <i>Identify options to generate income</i>
5.	There is a risk of Employment claims impacting service delivery.	6	<ul style="list-style-type: none"> • Ensure Council policies and procedures are followed and comply with legislation. • Ensure managers have been trained on the implementation of policies and procedures.

			<ul style="list-style-type: none"> Professional legal advice is sought at an early stage in respect of complex HR Matters.
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Rating	Descriptor
16 - 25	Extreme Risk (immediate action required)
10 - 15	High Risk (urgent action required)
7 - 9	Moderate Risk (action required)
1 – 6	Low Risk (keep under review)

Report on	Democratic Services: 2019-20 Service Improvement Plan
Date of Meeting	4 th July 2019
Reporting Officer	Philip Moffett, Head of Democratic Services
Contact Officer	Philip Moffett, Head of Democratic Services

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To receive and consider 2019-20 Service Plan for Democratic Services.
2.0	Background
2.1	Part 12 of the 2014 Local Government Act places a general duty on the Council to secure continuous improvement in the exercise of its functions. In working towards this across Council's suite of services this paper provides the Improvement Plan for Democratic Services. This plan contributes towards the Council's improvement framework.
2.2	Service Plans have been set across all Council services for 2018-19, Democratic Services included.
3.0	Main Report
3.1	This plan sets out the overall purpose and scope of the service to include an overview of 2018-19 performance to provide a look back on activity during the previous period.
3.1.1	The Plan also confirms budgetary arrangements and staffing complement in place within the service at the commencement of the 2019-20 period. The Service Plan does not detail everything Democratic Services will for the period but it does set;
3.1.2	<ul style="list-style-type: none"> Service core activity/ projects which will be the focus of attention during the period. The focus of activity within the service plan will be the performance improvement duty, the statutory duty on Equality, committee management and Freedom of Information requests.
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: Not Applicable
	Human: Not applicable
	Risk Management: Not applicable

4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: Not applicable
	Rural Needs Implications: Not applicable
5.0	Recommendation(s)
5.1	That the committee considers and agrees Democratic Services 2019-20 Service Improvement Plan.
6.0	Documents Attached & References
6.1	Appendix A: Democratic Services: 2019-20 Service Improvement Plan



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

Democratic Services *Chief Executive's Section*

SERVICE PLAN - 2019 / 20

Date

Consulted within staff team

20/ 06 / 2019

Discussed & signed off by Director

/ / 2019

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1.0 OVERALL PURPOSE AND SCOPE OF THE SERVICE

1.1 Purpose and Scope of the Service

Reporting to the Chief Executive, Democratic Services delivers a range of services which have a reach and impact across all Council services, and form an integral part of the Council's governance framework. The Service provides back office support to the wider Council, and facilitates the delivery of its committee system and provision of support to its elected representatives (councillors) across its 7 District Electoral Areas.

1.2 Responsibilities

The Service is specifically responsible for and charged with delivering the following functions with an organisational reach across the Council:

Committee Services – facilitation and management of council and committee meetings of Council to include the development of agendas, compilation of meeting packs, providing the summons to councillors and minute taking and follow up activity on decisions resolved

Equality, Disability and Good Relations - in ensuring that the Council meets its Equality Scheme and providing support in ensuring services are delivered in line with obligations under Section 75 (1) and (2) of the Northern Ireland Act 1998

Rural Needs - providing assistance across Council on the rural needs statutory duty under the Rural Needs Act (NI) 2016 to consider rural needs in the development of new policies, plans or strategies and in any service design/delivery decisions.

Performance Management & Improvement – developing and embedding arrangements to support continuous improvement in the delivery of services, by embedding a culture which encourages and champions improvement in everything the Council does to meets its Performance Improvement obligations under the Local Government Act (NI) 2014. Introduction of an improvement framework, which supports council's strategic planning through reporting, validating performance data and on-going monitoring.

Processing Civic Recognition Requests from Elected Representatives – receiving, processing and making recommendation to council on requests made for civic recognition.

Member Services – in providing support to councillors as required and progression of the Elected Member Development Charter

Corporate Policy – providing support and advice on the formulation of policies and corporate policy development across the Council

Information Requests – coordinating the receipt and response to Freedom of Information (Fol) made under the Freedom of Information Act 2000

1.3 Customers & Stakeholders

Customers & Stakeholders
<ul style="list-style-type: none"> • Councillors and elected representatives • Senior Management and Heads of Service • Members of public requesting information held by Council, committee recommendations and council decisions • Government Departments, agencies and bodies which include; <ul style="list-style-type: none"> ○ Equality Commission for NI ○ NI Audit Office ○ Public Records Office for Northern Ireland (PRONI) ○ Information Commissioner's Office (ICO) ○ A wide cross section of the public and customers of the Council, as required. ○ Outside Bodies with Councillor representation from Mid Ulster District Council ○ Government Departments, specifically the Department for Agriculture, Environment & Rural Affairs on the Rural Needs duty under the 2017 Act.

1.4 Performance Overview in 2018/19

The following provides a summary overview of progress and the impact made from last years' Service Plan (2018-2019). It also details key successes, a summary of year-end progress, remaining challenges for the Service and how it made a difference. It does not reflect the entire activity of the Service but rather the core areas, which were identified as being a focus throughout 2018-19.

2018/19 Performance Overview	End of Year Progress Status: Completed/Commenced/Other
Corporate Policy Development: To improve awareness and accessibility of council policies to council by throughout 2018 to 2019	Completed: A departmental directory of council policies has been developed and made accessible to all staff. In summary: (i) policies have been identified; (ii) uploaded to the intranet; (iii) an advisory directory has been compiled; (iv) directory uploaded to the intranet and hyperlinked; and (v) staff have been advised of same
Information Requests (FOI): increase the number of information requests responded	Completed: The Service continued to use the Customer Relationship Management

to within 20 days from that which was attained at financial year end 2018-19	<p>(CRM) system to process FOI requests. In summary, at year-end the number of requests received by Council increased by 23% when compared to 2017-18. This was up by 121 to 536. There has been an improvement on last year's attainment even though council has processed an additional 121 FOI requests this year. The number of FOI requests has continued to rise year on year from Council's establishment. Whilst the 90% standard was not attained at 86% (falling short by 4%) it has been improved upon from 2017-18 even with an increase of 121 on the previous year (a rise of 23%).</p> <p>To ensure attainment; (i) quarterly reports were been generated and presented to senior management to provide greater scrutiny; and (ii) enhanced reporting on non-compliant services has taken place throughout the year.</p>
Performance Improvement: Improve Council's performance management data and information reporting to ensure legislative compliance by developing an option appraisal for introduction of an interactive performance management system	Commenced and Ongoing: The Service has scoped out and developed a paper on the requirements of an electronic system tailored to meet the business and reporting requirements of Part 12 of the Local Government Act 2014. The Service is now working with an existing council software provider to utilise functionality of software being introduced by the council to maximise return for the council within an existing reporting framework.
Member Development & Services: To attain the Elected Member development Charter	Completed: This was commenced under 2017-2018 Service Plan period and was attained in October 2018 following a period of assessment and interviews process. The service is currently working to attain the Charter.
Member Development & Services: To increase councillor knowledge of their role within the council decision making (committee) process structures by developing/delivering an induction	Completed: The Service compiled and delivered a bespoke induction programme following the 2019 local election for new and existing members to Council. This included the continued delivery of the Member Development Working Group; a

programme for members following the 2019 local election.	directory for members of council departments and services, together with key contacts (currently subject graphic design); one to one inductions for the new councillors; identification of ICT requirements; a plenary induction session with senior management input and training on Council Standing Orders.
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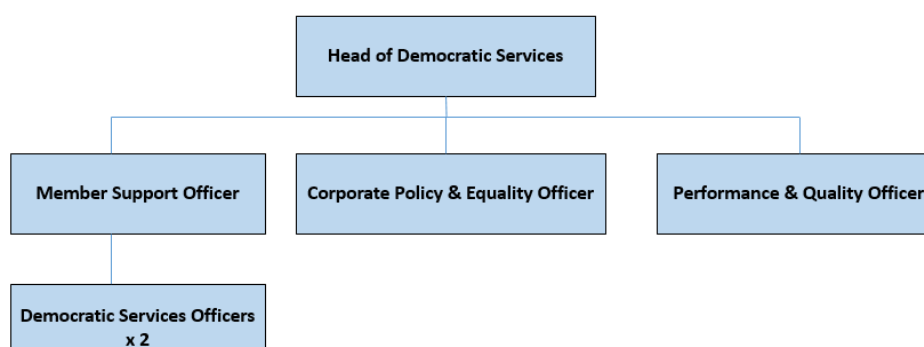
2.0 SERVICE WORKPLAN 2019/20

The following tables confirm the resources, financial and people, which the Service has access to throughout 2019-20 to deliver its actions, activities and core business.

2.1 Budget 2019/20

Service Budget Headings	£
Contributions to Member Bodies & Performance Audit Fees	133,000
Members Allowances	911,000
Corporate & Democratic Support	261,000
Town Twinning	10,000
Gross Budget	1,315,000
Income	0
Net Budget for 2019-20	1,315,000

2.2 Staffing Complement - 2019/20



Staffing	No. of Staff
Head of Service	1
Managers	
Officers	5
Remaining Team	
Total	6

2.3 Service Work Plan - 2019/20

This plan confirms the core activities and actions forming the Service Work Plan for 2019-20. The following is a high-level capture of the Service activities and work which it will focus on throughout the period of the plan. The Plan links to the Council's 2015-2020 Corporate Plan priorities (the Corporate Plan 2015/19 priorities were extended for another year to include 2019 to 2020), Annual Corporate Improvement Plan Objectives, Corporate Indicators and the Mid Ulster Community Plan

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 3.3 Education & Skills - We are more entrepreneurial,</i>	<i>CRP 1.3 Delivering for Our People - High quality, responsive indoor and outdoor recreational services with increased customer numbers and satisfaction</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
To create efficiencies within Committee Services activities by expanding the use of the council's Committee Management Information System (CMIS) across three modules by 31 st March 2020	The number of additional modules being used across the CMIS system	The CMIS is currently being used to transact council/committee business; retain details on Councillors and Outside Bodies	To be using an additional 3 modules within the CMIS to transact Committee Services activities	<ul style="list-style-type: none"> Identify the existing elements of the CMIS system being used and as to what extent they're being used Consider the additional modules/elements of the system to be advanced to create efficiencies within Committee Services activities, to include consideration of use of Declarations of Interest, Expenses and minutes module Develop a schedule of when each module, and to what extent, is being deployed by who and by when Deploy modules on a phased basis to capture information currently being stored in hard copy and off the system 	July 2019 July 2019 Aug 2019 Aug 2019 – Mar 2020	Member Support Officer (MSO) MSO MSO MSO	That Council Officers within Committee Section will have greater time to focus on other service activities and information is more readily accessible by Council Officers, subject to their permission levels, irrespective of where they are located (on site or off-site)

				<ul style="list-style-type: none"> Compilation of Committee Services: Step Manual/Guide to setting up and transacting committees through CMIS in line with Mid Ulster DC practice and requirements 	Aug 2019 – Mar 2020		
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Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 3.3 Education & Skills - We are more entrepreneurial,</i>	<i>CRP 1.2 Delivering for Our People - Increase Access to services and customer experiences across the district</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
To increase the number of Freedom of Information requests responded to within 20 days by 31 st March 2020	% of Freedom of Information requests responded to within 20 days of receipt	At March 2019, 86% (461) of 536 information requests received were responded to within 20 days	90% of all Freedom of Information requests responded to within 20 days	<ul style="list-style-type: none"> To continue to use and further deploy elements of the Customer Relationship Management (CRM) system to process requests 	2019-20 throughout	Head of Democratic Services (H.DS)	% of FOI request responded to within 20 days increases from 86%
				<ul style="list-style-type: none"> Utilise the CRM system to process Internal Reviews to their conclusion 	July 2019	H.DS	Increased satisfaction with responses issued determined from the number of Internal Reviews sought over the period
				<ul style="list-style-type: none"> Enhance the reporting to senior management to display achievement by Service, to identify areas for improvement and early action 	July 2019	H.DS	
				<ul style="list-style-type: none"> Schedule and facilitate bi-monthly 1hr briefings/conversations with Business Support staff to embed a culture of continued learning around the system, in association with ICT Service 	Sept 2019 - Mar 2020	H.DS	
				<ul style="list-style-type: none"> Heads of Services agenda item and continual discussion 	2019-202 throughout	H.DS	

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 3.3 Education & Skills - We are more entrepreneurial, innovative & creative</i>	<i>CRP 4.3 Building Unity - Implement an organisational strategy for a modern workplace</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
Develop draft action plan for the introduction of an automated/electronic performance management module as part of Council's enterprise management System by March 2020.	1. meeting, realise potential interdependencies of project	Previous piece of work utilised which looked at good practice models and performance management systems on market	1. Feb 2019	1. HoS & PQO meet with Director of Finance to discuss Technology One Enterprise Management System (TOEMS) - Performance Mgt. Module and interdependencies with introduction of TOEMS finance module	Feb 2019	Performance & Quality Officer (PQO)	SMART action plan developed for introduction of performance management module from Technology One Enterprise system, which will speed, collate, manage and report performance in real time while providing up-to-date audit logs
	2. PQO attend Tech One Financial Management system Overview Module workshop		2 Knowledge /awareness of Tech One's workshop methodology by March 2019	2. PQO Attend one of Finance Team's workshops regarding Finance module system requirements.	Mar	PQO	
	3. PQO attend bi monthly		3. Bi annual advice meetings regarding quality/L & D & gain insight of project implementation	3. PQO attend Finance TOEMS project management bi-monthly board meetings to add quality perspective and gain knowledge & understanding of Council/Technology One's Solution Implementation Methodology	Bi Monthly - March 2019	PQO	
	4. Attend Tech One Skype presentation		4. April 2019	4. Set up Performance Module overview presentation with Tech One for HoS PQO	April 2019	PQO	

	5. Performance management draft scoping paper developed		5. May 2019	5. Develop Scope of requirement paper: - context, Officer User Access, Reports, Other IT requirements for Tech One.	May 2019	PQO	
	6. Resource bid paper developed by		6. Jan 2020	6. Liaise with Tech One regarding approximation of build days for inclusion as non-recurring resource bid for 2020/22 budget cycle.	Jan 2019	PQO	
	7. Performance Management Module Initial project plans developed by		7. Mar 2020	7. Dependent on resource bid and interdependency of advancement of Tech One finance module implementation - develop initial "project plans" in conjunction with technology One team/senior mgt. for timeframe/resources of Performance management module project	Mar 2020	PQO	

<i>CMP 3.3 Education & Skills - We are more entrepreneurial, innovative & creative</i>	<i>CRP 4.3 Building Unity - Implement an organisational strategy for a modern workplace</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
Corporate Performance and Improvement Policy agreed by Council	1 - 2. Performance and Improvement Policy agreed by Council	Performance Management Framework developed, will be reviewed and linked to a policy	1-2. Policy in place by October 2019 - outlining Council's commitment under the duty to improve - Local Govt. (NI) Act 2014	1. Draft Corporate Performance & Improvement Policy and associated framework forwarded to SMT	Aug 2019	PQO	Performance Management Framework reviewed
	3-5. Staff updated on Perf Man framework/ policy		3-5. Staff cognisant of policy by March 2020	2. Draft Corporate Policy and associated Performance management framework presented to P & R committee	Sept 2019	PQO	
				3. Roll out policy and framework through staff briefing sessions	Oct 2019 – Mar 2020	PQO	
				4. include awareness of framework as part of service improvement planning			
				5. Develop abridged Minute Manager/FAQ guide around performance management policy/framework			

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 3.3 Education & Skills - We are more entrepreneurial,</i>	<i>CRP 4.3 Building Unity - Implement an organisational strategy for a modern workplace</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
(i) Corporate Improvement Plan compiled and approved by council by 30 th June 2019	1. Draft improvement objectives paper to P & R committee	Fifth year of developing and publishing annual improvement plan (forward looking) and annual assessment plan (retrospective)	1. Feb 2019	1. Analyse documentation regarding potential improvement areas, liaise with SMT and members on potential improvement objectives, develop paper of draft objectives for committee, approval by Council,	Feb	PQO	Demonstrate Council's compliance with Duty to Improve Part 12 of the Local Government (NI) act
	2. Consultation exercise and outworking's paper to P & R		2. April 2019	2. Undertake public consultation exercise of draft improvement objectives.	April	PQO	
	3. Draft Corporate Improvement plan for 2019/20 developed by		3. May 2019	3. Liaise with colleagues/stakeholders who have undertaken improvement projects, HoS service plans, and lead officers accountable for corporate indicators, review current corporate improvement performance status and commentary, revise & develop corporate improvement plan for 2019/20 in line with outworking of consultation, forward to SMT, P&R and thereafter Council approval	May	PQO	
	4. 2019/20 Corporate Improvement Plan published		4. 30 th June 19	4. Publish approved Corporate improvement Plan for 2019/20 by 30 th of June 2019.	June	PQO	
	5. Draft Corporate Improvement Plan developed		5. May 2019	5. Undertake an assessment of Corporate performance and improvement objectives/outcomes/status for 2018/19 and conduct benchmarking - time series/other as reasonably practicable	May	PQO	

Annual Corporate Assessment Plan compiled and approved by Council by 30 th of September 2019	6. Approved Annual Improvement Assessment report published		6. 30 th Sept 19	6. Develop draft annual performance assessment report for SMT, P & R committee, and thereafter Council approval	Sept		
			7. 30 th Sept 19	7. Develop and forward for approval committee and council. Liaise with Local government auditor	Sept		

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 3.3 Education & Skills - We are more entrepreneurial,</i>	<i>CRP 1.2 Delivering for Our People - Increase Access to services and customer experiences across the district</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
To further embed further a culture of equality and good relations within decision-making processes across Council by March 2020	<p>No. of Equality Screening Reports undertaken over the period</p> <p>The number of meetings held with Services and Departments</p> <p>Increase in staff seeking advice at an early stage in policy dev.</p>	<p>22 statutory Equality Screening reports carried undertaken in 2018-19</p> <p>3 policy consultations undertaken with screening assessments</p> <p>Monitoring Report to Equality Commission for NI submitted</p>	<p>To be progressed and completed by end January 2020</p> <p>Attend a meeting of each Service at least once by end of January 2020</p> <p>Increase the number of Equality Screening, commensurate</p>	<ul style="list-style-type: none"> Implement a programme of activities to include: <ul style="list-style-type: none"> targeted training for staff at different levels attend department/service team meetings to profile equality issues and CPEO support organise focus group on equality screening and review screening template and guidance, if necessary produce background resources on different equality groups & issues 	June 19 - Mar 20	Corporate Policy & Equality Officer (CPEO)	Enhanced quality of screening reports which reflect understanding of needs of different equality groups or issues

	<p>and screening process</p> <p>Information gathered for the 19-20 Equality Monitoring Report</p> <p>Placement of equality on agenda for team meetings</p> <p>User-friendly system for collating information for progress report developed</p>	within statutory timeframe	<p>with policies/key decisions taken</p> <p>Equality is a standing item of Service Team Meeting</p> <p>Method in place for collating information of the Equality return 2019-2020</p>	<ul style="list-style-type: none"> Schedule to attend Team Meetings of Council Services through Council Heads of service A method for collating information to inform the 2019-2020 Equality Monitoring Return 	<p>July 19 – Mar 20</p> <p>Sept 2019</p>	<p>CPEO</p> <p>CPEO</p>	
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3.0 IMPROVING OUR SERVICE AND MANAGING PERFORMANCE

3.1 Annual Improvement Objectives and Associated Programs

The Council has set a number of annual improvement objectives and associated programs (projects and activities) for 2019/20, which aim to bring about improvement. The improvement objectives and key improvement programs, set out Council's contribution to the sustainable Community Plan for the District; against which we can monitor and report progress.

Each Council department provides resources to assist with the improvement activities contained within each improvement project (individual service improvement contribution activity linked to corporate improvement programs can be found in 3.2 of the service plan). The annual improvement objectives also align to the Council's main corporate planning document, which contains the council's strategic direction and main priorities.

The Council will focus on the following improvement objectives for 2019 to 2020:

- 1. To assist the growth of the local economy by increasing the number of visitors to our district.*
- 2. To improve the average processing time of Local Planning Applications (New).*
- 3. To improve the accessibility of our services by increasing the number available online.*
- 4. To support people to adopt healthier lifestyles by increasing usage of Council Recreational Facilities.*

We utilise outcome based accountability methodology to manage our performance. This tells us the impact our services are having on communities. Further detailed information relating to Council's improvement objectives, associated activities, outcome indicators, projects and targets is available at www.midulstercouncil.org/Council/Performance (*Mid Ulster Council's Improvement Plan 2019- 2020*) or by contacting the Democratic Services Team on 03000 132132.

3.2 Services Contribution to the Corporate Improvement Objectives/Projects

None identified for Democratic Services in 2019-2020, however, contribution will be made, as and when required. Democratic Services contribution is through its responsibility for the management of the Performance Improvement regime.

4.0 Equality

The council is committed to fulfilling its obligations under Section 75 of the Northern Ireland Act 1998. This commitment is demonstrated by allocating the appropriate time, people and

resources to fulfil our equality duties. The Equality Scheme commits us to implementing our duties effectively and in a timely way alongside implementing this Service Plan. Without impacting upon our obligations, when carrying out our equality duties we will also take into account the desirability of promoting good relations between people of different religious belief, political opinion or racial group. We are also required to take into account the need to promote positive attitudes towards people with a disability and encourage the participation of people with a disability in public life. Mid Ulster District Council are committed to fulfilling our disability duties and we set out how we intend to do this in our disability action plan.

3.3 RISK MANAGEMENT OF SERVICE

The purpose of risk management is to manage the barriers which prevents the Council from achieving its objectives. This section of the service plan includes space for the Service to input their key risks (in summary form), which have been identified during the business planning process. The Council uses risk management to maximize opportunities and minimize risks. This improves its ability to deliver priorities and improve outcomes. This is why the Council deems it important to link business planning and risk management. Risk Management aims to:

- Help the Council achieve its overall aims and objectives
- Manage the significant risks the Council faces to an acceptable level
- Assist with the decision making process
- Implement the most effective measures to avoid, reduce and control those risks
- Balance risk with opportunity
- Manage risk and internal controls in the most effective way.

This table illustrates the risks identified to deliver the Services business in 2019-20.

Risk Ref Number	Description of Risk	Risk Rating	Mitigation Activity
1.	Failure to meet a range of Statutory Obligation on Equality, disability and Freedom of Information Extends to failure to comply with (i) Sec. 75(1) and 75(2) of NI Act 1998, (ii) Freedom of Information Act 2000 and (iii) disability duties under DDA 1995 and Disability Discrimination Order 2006.	4 (Low)	Mitigation extends but not limited to; Equality Scheme in place and being implemented through various action plans and activities; electronic system not being used to process and manage Freedom of Information requests; and Equality Scheme review will commence and the end of 2019-2020 in time for the required 5 year review.
2.	Failure to comply with the Local Government Act 2014 Part 12, to meet a General Duty on performance improvement, which could be caused by having inadequate arrangements in place and this identified during a NI Audit office inspection which could result in statutory recommendations issued by the Local Government	4 (Low)	Audit undertaken annually by the Northern Ireland Audit Office on the Councils improvement arrangements. No statutory recommendations have been issued to date. Improvement Objectives are being delivered by an

	Auditor (NIAO) leading to reputational risk. (General Duty on performance improvement requires Council to (i) make arrangements to improve; and (ii) ensure that improvement objectives continually remain relevant to meet the general duty (i.e. continuous improvement)		appointed Senior Responsible Owners (a member of senior management team).
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Rating	Descriptor
16 - 25	Extreme Risk (immediate action required)
10 - 15	High Risk (urgent action required)
7 - 9	Moderate Risk (action required)
1 – 6	Low Risk (keep under review)

Report on	IT Service Plan for 2019-2020
Date of Meeting	23 rd May 2019
Reporting Officer	Barry O'Hagan
Contact Officer	Barry O'Hagan

Is this report restricted for confidential business?		Yes	X
If 'Yes', confirm below the exempt information category relied upon		No	
X	Information relates to financial or business affairs of a person (including the council)		

1.0	Purpose of Report
1.1	To consider and approve the draft Service Plan for ICT Service for the 2019-2020 year
2.0	Background
2.1	<p>In line with corporate performance improvement requirements and to ensure that every service contributes to performance improvement and corporate objectives, every service produces an annual individual improvement plan.</p> <p>The IT plans sets out the resources available for the year and key actions to which the service is held to account</p>
3.0	Main Report
3.1	<p>The Service Plan for 2019-2020 is designed to support outcomes associated with 3 Community Plan themes (Economic Growth, Infrastructure, Health & Well-being).</p> <p>Specifically, the plan aims to contribute to the achievement of the Council's new performance improvement objectives and health indicators (2017-2019) CIP3 , by developing and assisting other services increase the accessibility of online services.</p>
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: The financial budget for the service is summarised in the plan. The increase in represent additional provision for inflation, mobile device management, additional user licensing, Davagh forest new site and equipment , new systems support costs for Finance and Organisational Development systems
	Human: The seven (7) staff compliment for ICT service remains the same for the period 2019-20
	Risk Management: Risk register summary is contained within the service plan...

4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: Considered but screened out
	Rural Needs Implications: Screened out
5.0	Recommendation(s)
5.1	That the Committee notes and agrees the Service Plan 2019-8-20 for ICT
6.0	Documents Attached & References
	Service plan



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

IT Service Plan *(Finance Directorate)*

SERVICE PLAN - 2019 / 20

Date

Consulted within staff team

09/05/ 2019

Discussed & signed off by Director

/ / 2019

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1.0 OVERALL PURPOSE AND SCOPE OF THE SERVICE

1.1 Purpose and Scope of the Service

The IT department is responsible for the strategic management, provision, support and maintenance of all ICT related systems.

The service maintains the budget for all computing hardware and support , mobile phone, telephony print service and the informational security systems protecting data.

1.2 Responsibilities

The department is responsible for the development and management of a secure, resilient and high-performance Council network infrastructure for data and voice (including provision for remote and wireless access).

It provides a set of core ICT services which are secure, up-to-date, easy to use and meet the needs of service users.

These include:

- Authentication and authorisation (user account provisioning)
- Email
- Management information and administrative systems
- Web (institutional websites, intranets and web content management system)
- General purpose application software for line of business
- Data storage and backup
- Network Services & general Multi-function device support & printing
- Anti-spam and virus protection
- Workstation support
- Support virtual learning environment
- Communications hardware support

1.3 Customers & Stakeholders

Our main customers /stakeholders within the service are.

Customers & Stakeholders
• Councillors
• Internal Staff
• External Service ICT solution providers
• DOE
• LPS
• External Public facing customers

1.4 Performance Overview in 2018/19

The following table provides a progress summary and the impact made by last years' Service Plan (2018-2019). It also details key successes, remaining challenges for the Service and how it made a difference.

2018/19 Performance Overview	End of Year Progress Status: Completed/Commenced/Other
• Gis Services: Creation of Ortho Layer	Published but incomplete
• Gis Services: Creation of exemplar videos	Complete
• Network Services SLA	99.5% Service maintained: complete
• Telephony Services SLA	99.5% Service maintained :Complete
• Data Protection Policy & Procedures	Adopted and training implemented
• Data Protection monitoring	Monitored and Ongoing
• Microsoft Office 2016 Updates deployed	Complete
• Policies Review in respect of DPA	Partial
• Replace 60 Desktop computers	Complete
• Information Security :Security Updates	Complete
• Information Security Monitoring	Complete
• Email and End Point Service	99.5% Service maintained: Complete
• DR Plan Review	Complete
• Disaster Recovery tests	Complete
• Backup Service	Complete
CIP3: Improve the accessibility of our services by increasing the number available online	
• Bulky household collection and payment service	Complete
• Online Prepayment commercial waste system	Complete
• Leisure services online booking facility extended to all leisure centres	Complete

2.0 SERVICE WORKPLAN 2019/20

The following tables confirm the resources, financial and people, which the Service has access to throughout 2019-20 to deliver its actions, activities and core business.

2.1 Budget 2019/20

Service Budget Headings	£
	2019-20
Description	
Salaries	
Furniture -Fix & Fit	
Bus Train Transport	
Mileage Allowance	
Mileage Lump Sum	
Hospitality	
Photocopying Expend	
Printing - Cartridge	
Stationery Supplies	
Subscriptions	
Licences	
Software Licences	
Fees	
Fax Machine	
Telephone	
Mobile Communication	
Internet & Data Conn	
Computer - Supplies	
Computer Maintenance Software System Support	
Computer - Equipment	
Subsistence	
General Expenses	
Revenue Transfer In	
Gross Budget	
Income	
Net Budget for 2019-20	

2.2 Staffing Complement - 2019/20

Staffing	No. of Staff
Head of Service	1
Officers	3
Technical Team	3
Total	7

Contact details

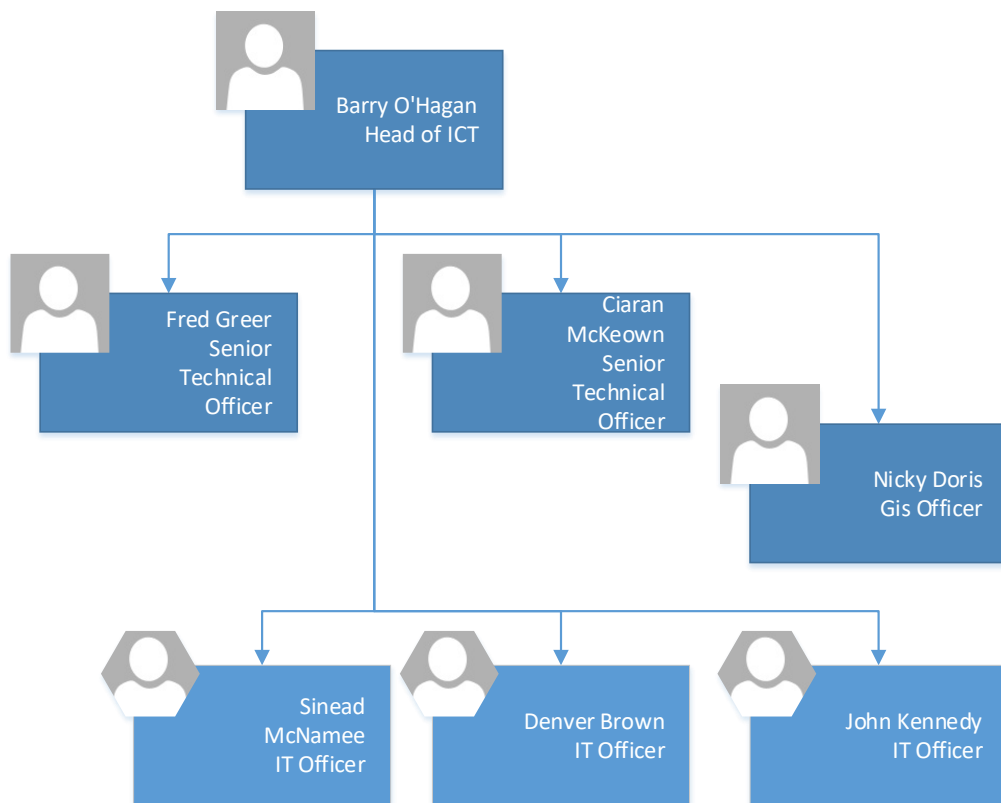
Who	Title	Details
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Denver brown	IT Technical Support	Denver.brown@midulstercouncil.org Ext.: 22004 Mobile 07795044844

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Staff Structure



SERVICE WORK PLAN

Link to Community Plan Theme: <i>CMP 1.1 Economic Growth - We prosper in a stronger & more competitive economy</i>	Corporate Plan Theme						
	<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
Internal Review IT services and performance, Identify objectives and priorities for next 24 months	Carry out online survey of all staff with email or IT services	Previous survey over 3 years ago	Complete survey Summarise and report on Survey	Draft and agree survey Promote and carry out survey Compile results and Report to Director, SMT and Council	30 June 2019 30 th Sept 2019 30 th Oct 2019	B O'Hagan(BOH) F Greer(FG)	Completed Survey Complete Review and Identify priorities

Link to Community Plan Theme:	Corporate Plan Theme						
<i>CMP 2.1 Infrastructure - We are better connected through appropriate</i>	<i>CRP 1.1 Delivering for Our People - High performing services focused on customer and value for money</i>						
Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
				Key Actions	Dates	Owners	Outcome
To provide value for money for IT owned support services and systems contracts	Review and seek competitive renewals and replacement contracts to service the needs of Mid Ulster District Council	Mobile PS Framework contract ends Feb 2020	New contract reflecting the needs of Council staff mobile & data requirements for 2 years	Review and compile requirement Determine and carry out procurement exercise Report and implement	30/09/2019 30/01/2020 30/02/2020	BOH, FG	Completed review of Mobile Users New Mobile Contract
		Currently out of contract Landline contracts for recurring landline services.	New landline contract for Council for up to 3 years	Review existing landlines portfolio Determine procurement mechanism and complete Report and implement supplier contract	30/06/2019 30/09/2019 30/12/2019	BOH, CMcKeown	Contract for Mobile telephony services in place
		Public Health & Infrastructure Application Software now approaching software review. Current Solutions with Tascomi (4 services)	Establish and meet Directorate solution requirement <ul style="list-style-type: none"> Te-Build Te-license Te-Dogs Te-Health 	Review and establish current and future ICT requirements for Directorate (for 3- 5 years) Research marketplace solutions , assess current provision, Determine business case and best procurement options available Report and progress agreed recommendations	30/08/2019 30/11/2019 31/12/2019 31/02/2019	BOH, MK, WW, FMcC	Directorate requirements established Council Market research Review of existing solutions Review report on future solution provision
To provide systems and support to maintain the confidentiality, integrity, availability of IT systems and information	Review email Policy	Current Email and instant messaging policy past review date	Revised adopted policy	Redraft Email policy Consult with Council & Unions Agree and present PR paper completed	31/7/2019 01/09/2019 01/02/2020	BOH	First draft SMT /union consultation
	Maintain system resilience and recoverability	Complete Disaster Recovery testing scheduling	Complete Disaster Recovery tests	Plan and agree the scope of each monthly DR test Disaster recovery Review and extend DR testing schedule	31/03/2020 01/10/2019	CMcK	12 Complete and documented DR tests as per Schedule
	Maintain up to date secure systems	Maintain All desktop security updates and within Operating system support life cycles	400 Windows 7 Computers in use approaching of life support	Scope and determine machines to be retained Perform in place upgrades Procure and replace desktops (Subject to capital) Upgrade and deploy hardware	30/05/2019 31/12/2019 30/11/2019 28/02/2020	BOH	All Desktop and laptop assets running windows 10 or higher
Promote and develop the Collection of Business related Asset sets with the GIS platforms	Promote and collect at least 2 data set	Some paper based records for either statset. an open data site sharing datasets with the wider world	Collect Street name places and Bus Shelter location and condition	Develop & deploy collector app to ipads /mobiles Provide training and maintain collection app Collect and Publish data analysis Publish to Open Data source	01/06/2019 30/06/2019 30/07/2019 30/07/2019	BOH ND	Up to Data asset Inventory and GIS for Bus Shelters and Road Name Plates

3.0 IMPROVING OUR SERVICE AND MANAGING PERFORMANCE

3.1 Annual Improvement Objectives and Associated Programs

The Council has set a number of annual improvement objectives and associated programs (projects and activities) for 2019/20, which aim to bring about improvement. The improvement objectives and key improvement programs, set out Council's contribution to the sustainable Community Plan for the District; against which we can monitor and report progress.

Each Council department provides resources to assist with the improvement activities contained within each improvement project (individual service improvement contribution activity linked to corporate improvement programs can be found in 3.2 of the service plan). The annual improvement objectives also align to the Council's main corporate planning document, which contains the council's strategic direction and main priorities.

The Council will focus on the following improvement objectives for 2019 to 2020:

- 1. To assist the growth of the local economy by increasing the number of visitors to our district.*
- 2. To improve the average processing time of Local Planning Applications (New).*
- 3. To improve the accessibility of our services by increasing the number available online.*
- 4. To support people to adopt healthier lifestyles by increasing usage of Council Recreational Facilities.*

We utilise outcome based accountability methodology to manage our performance. This tells us the impact our services are having on communities. Further detailed information relating to Council's improvement objectives, associated activities, outcome indicators, projects and targets is available at www.midulstercouncil.org/Council/Performance (Mid Ulster Council's Improvement Plan 2019- 2020) or by contacting the Democratic Services Team on 03000 132132.

4.0 Equality

The council is committed to fulfilling its obligations under Section 75 of the Northern Ireland Act 1998. This commitment is demonstrated by allocating the appropriate time, people and resources to fulfil our equality duties. The Equality Scheme commits us to implementing our duties effectively and in a timely way alongside implementing this Service Plan. Without impacting upon our obligations, when carrying out our equality duties we will also take into account the desirability of promoting good relations between people of different religious belief, political opinion or racial group. We are also required to take into account the need to

promote positive attitudes towards people with a disability and encourage the participation of people with a disability in public life. Mid Ulster District Council are committed to fulfilling our disability duties and we set out how we intend to do this in our disability action plan.

3.2 Service Contribution to the Corporate Improvement Objectives/Projects

Link to Community Plan Theme:		Corporate Plan Theme						
<i>CMP 4.2 Health & Wellbeing - We have better availability to the right service, in the right place at the right time.</i>		<i>CRP 1.2 Delivering for Our People - Increase Access to services and customer experiences across the district</i>						
Improvement Plan Objective	Service Objective	How Will we measure the impact of our work (PI's)	Where are we now? (Baseline data)	What do we want to achieve? (Targets)	How Will we get there?			
					Key Actions	Dates	Owners	Outcome
3.0 To improve the accessibility of our services by increasing the number available online	Assist Services deploy more online services	The number of additional services provided online	IT services will continue to assist in the implementation and development of online services	Improve the number of accessible services, transaction and use of online services (information and transaction)	<ul style="list-style-type: none"> Assist and advise CIP stakeholders as required Implement and assist with technical systems to achieve the identified objectives 	Ongoing	Service heads	

3.3 RISK MANAGEMENT OF SERVICE

The purpose of risk management is to manage the barriers which prevents the Council from achieving its objectives. This section of the service plan includes space for the Service to input their key risks (in summary form), which have been identified during the business planning process. The Council uses risk management to maximize opportunities and minimize risks. This improves its ability to deliver priorities and improve outcomes. This is why the Council deems it important to link business planning and risk management. Risk Management aims to:

- Help the Council achieve its overall aims and objectives
- Manage the significant risks the Council faces to an acceptable level
- Assist with the decision making process
- Implement the most effective measures to avoid, reduce and control those risks
- Balance risk with opportunity
- Manage risk and internal controls in the most effective way.

GUIDANCE FOR SERVICES

As you will be aware the below tables show the tolerance level of the “risk appetite” of the organisation. Any risks that have a rating of 10 or above (red) are outside of the range of acceptable exposure and mitigations must be put in place to reduce the exposure or be referred to a higher managerial level for discussion and decision when they arise. Risks falling in the amber zone (7 - 9) are also likely to require some measure of mitigation in order to be acceptable whilst all those in the green zone are considered tolerable and unlikely to require further action or mitigation unless circumstances alter.

This table illustrates the risks identified to deliver the Services business in 2019-20. *(These should be extracted from the Service's Risk Register DO NOT COPY AND PASTE YOUR COMPLETE RISK REGISTER HERE - THIS AREA IS FOR A SUMMARY NARRATIVE ONLY)*

Risk Ref Number	Description of Risk	Risk Rating	Mitigation Activity
1.	<i>Information security Incident affecting the availability or integrity or systems and Data</i>	10	<i>Suite of existing security internal controls, systems, firewall and antimalware applications to protect data and systems, regular system updates and hardware refresh</i>
2.	<i>Loss of Data</i>	9	<i>Infrastructure with backup plans, testing, off site recovery and backup storage , recovery procedures</i>
3.	<i>Loss of Staff</i>	8	<i>Diverse training and familiarisation of system, documentation</i>

Rating	Descriptor
16 - 25	Extreme Risk (immediate action required)
10 - 15	High Risk (urgent action required)
7 - 9	Moderate Risk (action required)
1 – 6	Low Risk (keep under review)

