

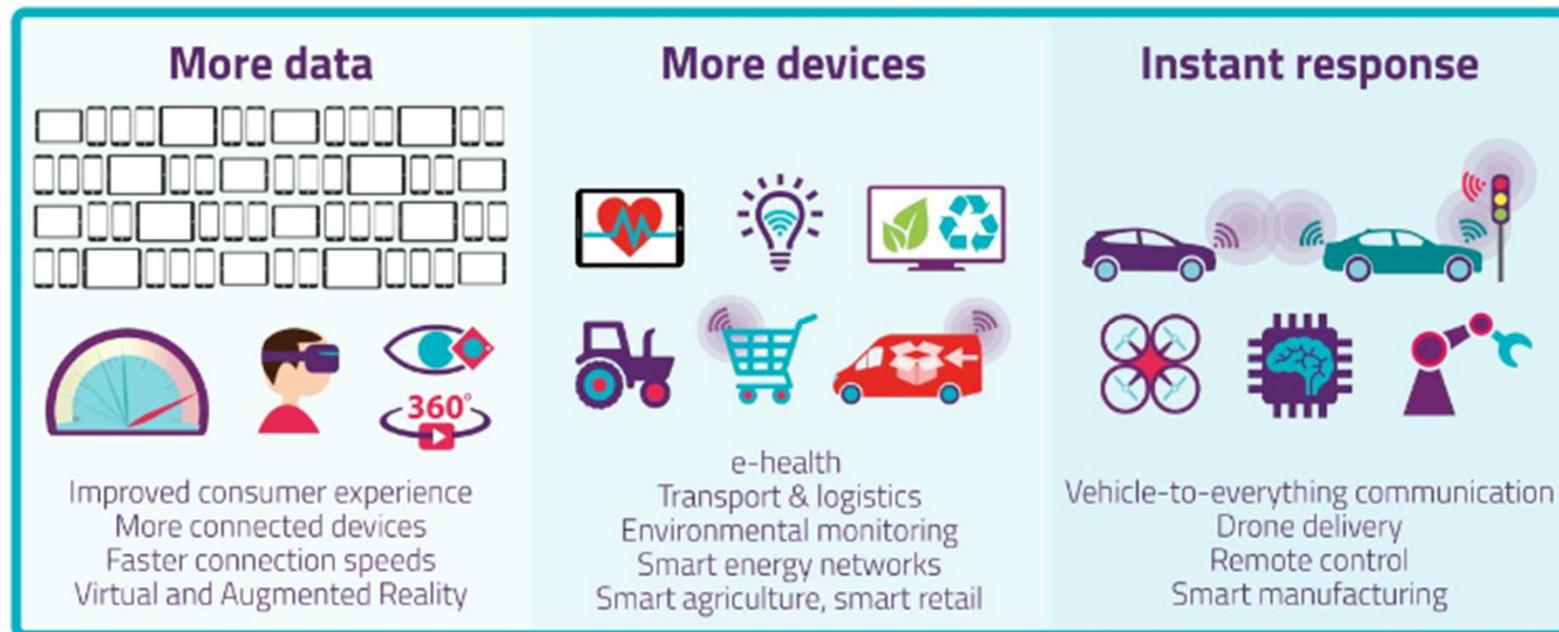
5G

Overview – RCC 5G TT

- On 27th August, DCMS announced a fund of £30m to support projects that can demonstrably test technological and commercial models and use cases to support future 5G deployment. The deadline for submissions is 25th October
- The Steering Group authorised a feasibility study to explore the potential for an FFNI bid
 - We identified and engaged with a range of potential partners
 - We established that we have an attractive concept
 - We have started to build good relationships with enthusiastic and viable partners
- A bid is possible, but not within the current DCMS timeline
The timeline may still be extended, and there are likely to be further funding calls
- We propose that the Steering Group agrees a 5G project to continue this discovery work in readiness for future funding

The need for 5G

- 5G will deliver faster and better mobile broadband services



Ofcom

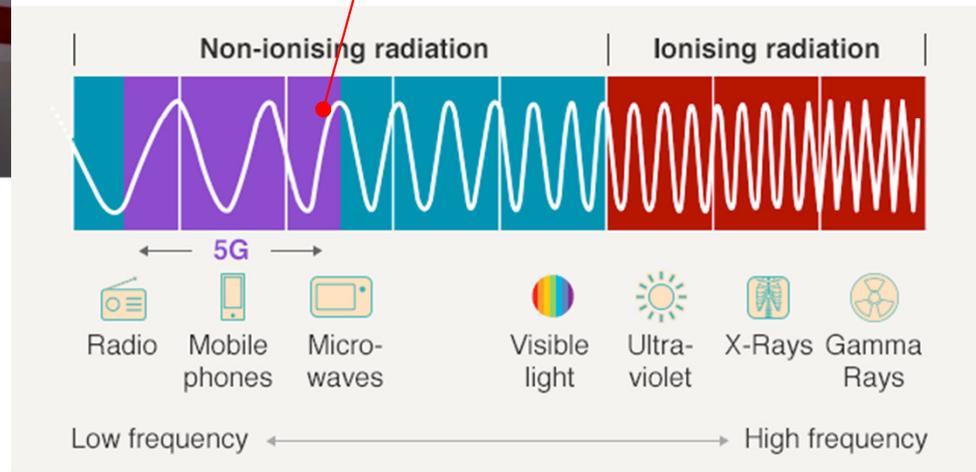
- Citizens will likely demand 5G (and 4G...)
- 5G benefits will get first to urban communities
- Without intervention, 5G will come slowly, if at all, to rural communities

A Serious Question



mm Wave
30-300Ghz

Where 5G fits in the electromagnetic spectrum



Source: SCAMP/Imperial College London/EBU

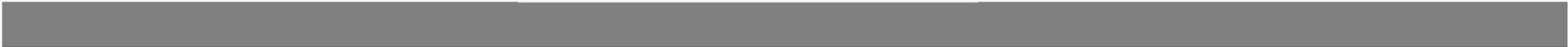
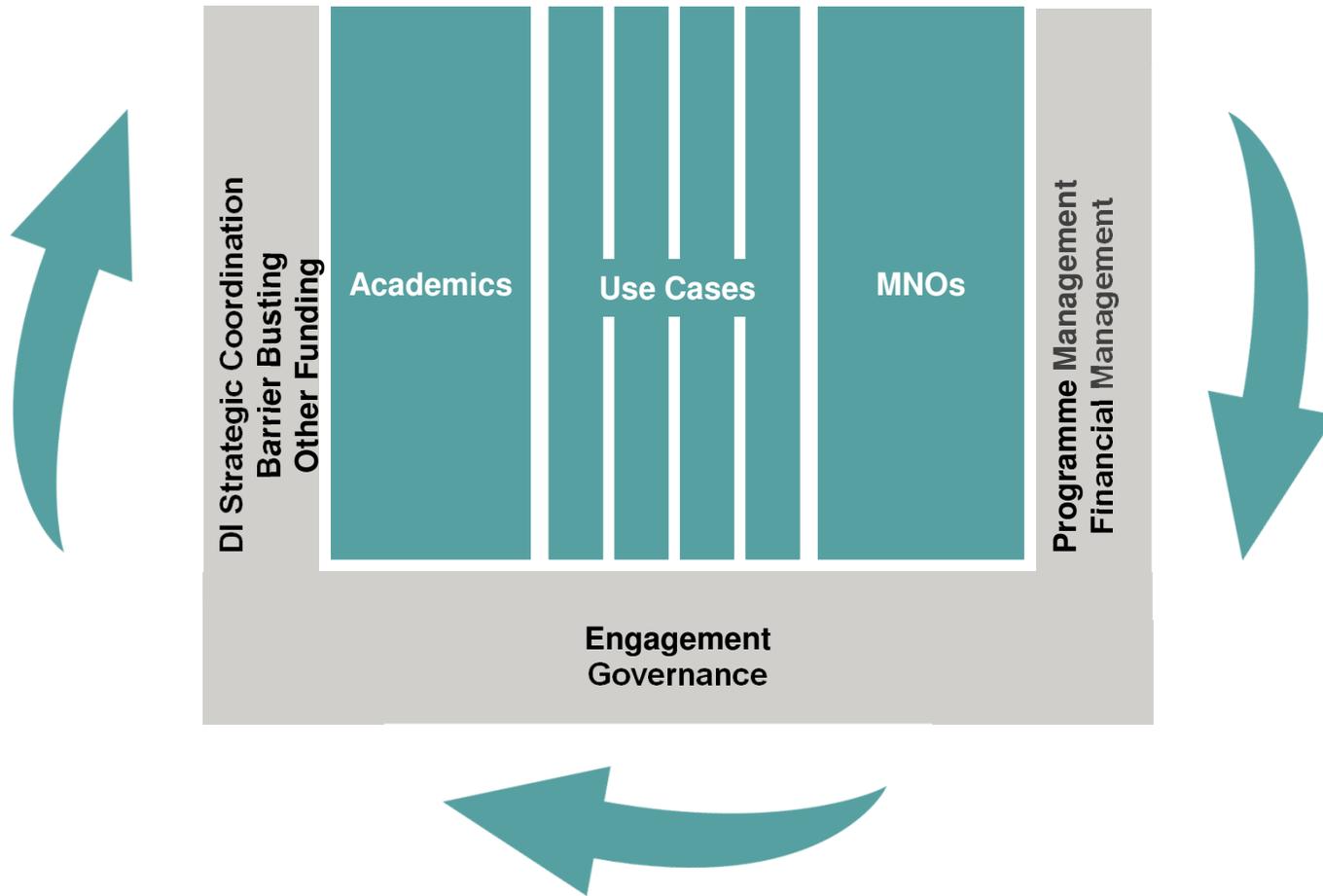
5G Project



The Project would:

- Create a 5G community
Build on the initial relationships with potential partners that have been established through this initial engagement.
Bring together public and private sector: government, MNOs, academia, businesses.
Facilitate connections between 5G participants.
Ensure that local government and the voice of citizens is at the heart of 5G development in NI.
- Work to address the barriers to 5G deployment in our region
Address mmWave health concerns.
Co-ordinate efforts to implement a shared network in rural NI.
- Be ready to bid for DCMS and any other 5G funding
Ensure that a range of projects is ready to bid to e.g. RCC 5GTT
Work closely with DCMS to understand future opportunities in good time
Lobby DCMS for funding for 5G in NI
- Ensure alignment
City and Growth Deal Plans
Consortium Member Digital Infrastructure Strategies
DfE

NI 5G Rural Community – 5G ecosystem



Bid Status

Requirement	Status	Rationale
Consortium	✓	<ul style="list-style-type: none"> • Lead Partner, SMEs, MNOs • Public/Private Partnership, Academics • Local and National 5G Ecosystem Collaboration • Proven governance mechanisms
Eligible projects	+/-	<ul style="list-style-type: none"> • What projects are we meant to have... • Completed by March 2022 • Demand AND supply side examples being identified • VFM – Clear Cost/Benefit analysis • Sustainable Outputs • State Aid compliant
Match Funding	+/-	<ul style="list-style-type: none"> • Supplier planned expenditure • Council Resources?
Strategic Fit	✓	<ul style="list-style-type: none"> • Multiple authorities, highly rural • Geographical challenges, range of population densities • Diverse sectors – agricultural, manufacturing etc • Different enterprise sizes • Potential 5g commercial and technology trials being identified - vertical and horizontal market representation • Use cases from across the Consortium • National co-ordination

Expected Costs

- Estimated budget up to £8,000 from each Consortium Member
 - Includes approximately £1,500 for the previously agreed initial investigation work that has now been completed

Per Council

	Previous Forecast	Current Forecast
Initial Investigation	£ 2,000	£ 1,500
Development	£ 8,000	£ 6,500
	£ 10,000	£ 8,000

- Proposal is to agree outline budget to allow flexibility and sprint capacity
- Spend to be controlled through a carefully scripted plan



Next Steps

- Steering Group is asked to agree:
The overall approach to 5G
FFNI 5G project formation
Funding for the work of the project
- Operations Team to carry out a “comprehensive and detailed report analysing the risks and benefits of 5G roll out, considering all available evidence and information”
- Operations Team to prepare a standard prepare briefing paper for Councils to request permission to engage on the topic within clear boundaries
- Operations Team to continue to lobby DCMS for RCC 5G TT deadline extension
Continue to develop materials for a bid in preparation for such an extension
- Operations team to document scope and proposed approach in a brief Project Initiation Document by 5th November

APPENDIX 2

Women in Business – ‘Yes You Can’ Initiative

Year 1: Activity Report

In 2018, Council approved a proposal from Women in Business to all 11 Councils for the delivery of a three year collaborative regional programme branded as ‘Yes You Can’ between Women in Business, Invest NI and the 11 Councils to increase and support female entrepreneurship. Events are designed to inspire and motivate and provide practical support and guidance to those considering self-employment.

It was agreed that Lisburn and Castlereagh City Council would act as Lead Council on behalf of the 11 Councils. The overall regional target participants is 600 women per year, and approximately 55 per Council area.



<https://www.womeninbusinessni.com/Yes-You-Can.aspx>

The 3-year Programme aims to deliver an annual regional Pitching Competition and a number of events within (or available to) each Council area, around 4 key activities:

-  Imagine It Bootcamp
-  Networking Day
-  Explore It
-  Sell It

1. Annual Pitching Competition & Programme Launch

The ‘Yes You Can’ Programme was launched at the Annual Female Entrepreneurs Conference on the 8 March 2019 at Galgorm Resort and Spa where the results of the £20k Pitching Competition / Dragon’s Den were also announced. These will be held again in March 2020 and 2021. There will be 6 finalists from each Council area who will pitch to secure a place at the competition. The Competition is open to all female entrepreneurs from pre-start to early stage entrepreneurs.

This comprised a full day event which will bring together entrepreneurial speakers, masterclasses and workshops. The Dragon's Den competition (funded by Yes You Can) seeks to award 6 female early stage entrepreneurs and trading businesses for their achievements.

258 Applications were submitted (21 from Mid Ulster) with 6 proceeding to the final stages. These 6 finalists represent each of the Council pairings (i.e. Mid Ulster is paired with Fermanagh and Omagh). One of the six finalists who won £3,000 was Alison Drennan of Beechfield Flower Farm outside Tobermore.



Alison Drennan (Beechfield Flower Farm, Tobermore) 2nd from left who was one of 5 runners up in the Pitching Competition who won £3,000

2. Imagine It (1 per Council area)

A one day 'bootcamp' for women at the pre-start stage who have an idea, see an opportunity or want to explore career options and is open to all pre-start and early stage female entrepreneurs. Imagine It aims to motivate and support participants to take the next steps to starting up. The local guest speaker was Caroline O'Neill from Digg Childrenswear, Dungannon.

Mid Ulster: Imagine It was delivered on 14 May 2019 in Dungannon Enterprise Centre (event to rotate to Cookstown and Magherafelt in 2020 and 2021)

44 registered and 22 attended the event.



3. Networking Event (1 per Council area)

These networking events are aimed at all female entrepreneurs from those who haven't started trading, to those who want to grow their business; they involve keynote speakers and facilitated networking with other women who had started their entrepreneurship journey.

Mid Ulster: Networking Event was delivered on 25 June 2019 in Cookstown Enterprise Centre (event to rotate to Dungannon and Magherafelt in 2020 and 2021)



Facilitated by Lesley O'Hanlon (Programme Manager, Yes You Can) the day included presentations from Invest NI and Mid Ulster District Council on business support available, a panel discussion with Mid Ulster female entrepreneurs Judith Baird, Employment, Sinead Wilcox, Sinead Wilcox Coaching and Lorna Robinson Cloughbane Farm Shop who shared their start up experiences. Those attending also received advice and guidance on overcoming barriers and building confidence and resilience.

19 registered and 16 attended the event.

4. Sell It Residential (regional)

A 2 day residential to inspire women already trading, to encourage growth, ambition, diversification and scalability of their business. The two-day events will take place twice per year. Those attending heard from leading experts in business strategy including: Richard McMullan, Enterpriser, Judith Totten –Upstream Working Capital and Invest NI Board member and Edel Doherty - Beyond Business Travel. This residential aims to provide delegates with the tools and knowledge to create their own growth strategy, and were facilitated by experienced trainers, covering topics such as Making a Pitch, How to find an Investor, Branding and Selling, Developing a business strategy, and growth challenges.

Residentials were held at Corick House Hotel and Spa, Augher on 4 & 5 of August 2019 and 4 & 5 November 2019.

Due to limited places, participants are selected by competitive application.

8 applications were received from Mid Ulster, **2 were selected** to attend in **August** and **2 attended** the November session.

Mid Ulster participants for 'Sell It' residential were:

August 2019 Caoimhe O'Kane Eat Naked NI
 Catriona Corrigan Divine Photography

November 2019 Lorna Robinson Cloughbane Farm Shop
 Donna Donaghy Donna Donaghy Skincare & Laser

Participants will be tracked 3-6 months after the residential to fully assess impact.

5. Explore It (regional)

This initiative targets women who have not started trading. Explore It aims to support participants through:

- 3 one day workshops that will cover getting started, marketing/selling and finance / operations,
- the opportunity to take part in 3 evening sessions with local role models to look at problem solving; and
- 3 months' 'buddy support' (of up to 8 hours) from an experienced female entrepreneur.

The initiative will help participants to turn their idea into reality and will be delivered regionally; it has just commenced and is due to complete mid-December 2019. Due to limited places, participants are selected by competitive application.

11 applied from Mid Ulster and 7 were selected to participate



Participants from Mid Ulster and Fermanagh and Omagh District Council areas on Day 1 of 'Explore It'

Year 1 'Yes You Can'

Summary of participation and engagement (Mid Ulster only)

Council – Mid Ulster	Pitching Competition	YYC Networking	YYC Bootcamp	YYC Sell It	YYC Explore It (to date)	Total engagement to date
Registered	-	44	19			103
Attended	6	22	16	4	7	
Application s received	21			8 applications 2 attended in Aug 2 attending in Nov	11	

This Agreement is dated the 9th day of August 2019

PARTIES

- (1) **INVEST NORTHERN IRELAND** the regional economic development agency for Northern Ireland and whose address for the purposes of this Agreement is at Bedford Square, 1 Bedford Street, Belfast BT2 7ES (the "**Invest NI**"); and
- (2) **MID ULSTER DISTRICT COUNCIL**, Burn Road, Cookstown, Co Tyrone, BT80 8DT

BACKGROUND

- (A) The Data Discloser agrees to share the Personal Data with the Data Receiver in the European Economic Area (**EEA**) on terms set out in the Agreement.
- (B) The Data Receiver agrees to use the Personal Data on the terms set out in this Agreement.
- (C) The Data Discloser acknowledges that in some circumstances the Data Receiver may want to transfer Personal Data disclosed to it by the Data Discloser outside of the EEA and the Data Discloser agrees to the Data Receiver doing so but strictly subject to the terms of clause 8.3.
- (D) This is a free-standing Agreement that does not incorporate any separate understanding or arrangements between the parties in respect of any wider context.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreed Purpose: has the meaning given to it in clause 2 of this Agreement.

Commencement Date: means the date of this Agreement.

Confidential Information: information, including any information or analysis derived therefrom, howsoever obtained under this Agreement relating to, without limitation, the business, products, affairs, personnel, strategy and finances of the Data Discloser for the time being confidential to the relevant Party and trade secrets including, without limitation, technical data and know-how, relating to the business of the Data Discloser or any of its staff, management, clients, customers, visitors, partners, suppliers, agents, or distributors. This information specifically includes (i) information belonging to third parties pursuant to which the Data Discloser has a duty of confidentiality; (ii) any information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered as confidential; and (iii) the information listed in Schedule 1 as confidential. This information does not however include: (i) any information which is already in, or comes into, the public domain otherwise than through a breach of this Agreement, (ii) was available to the Party prior to the commencement of this Agreement, or (iii) which the parties agree in writing is not confidential or may be disclosed.

Data Discloser: means a party disclosing Personal Data to a Data Receiver for the Agreed Purpose.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and any other directly applicable European Union regulation relating to privacy.

Data Receiver: means a party receiving Personal Data from a Data Discloser for the Agreed Purpose.

Environmental Information Regulations: means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Information: has the meaning given under section 84 of FOIA.

Request for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Shared Personal Data: the Personal Data and Special Categories of Personal Data (as applicable) to be shared between the parties under clause 3 of this Agreement.

Representative(s): means in relation to each party (where applicable):

- (a) its officers and employees that need to know the Confidential Information for the Agreed Purpose;
- (b) its professional advisers or consultants who are engaged to advise that party in connection with the Agreed Purpose;
- (c) its contractors and sub-contractors engaged by that party in connection with the Agreed Purpose; and
- (d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Agreed Purpose.

Retention and Disposal Policy: unless the parties agree otherwise in writing, means the retention and disposal policy of the Data Discloser at the time in question.

Supervisory Authority: the relevant supervisory authority in the territories where the parties to this Agreement are established.

Term: has the meaning given at Schedule 2.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation.

1.2 **Controller, Processor, Data Subject and Personal Data, Special Categories of Personal Data, Processing** and "appropriate technical and organisational measures" shall have the meanings given to them in the Data Protection Legislation.

1.3 Clause and Schedule headings shall not affect the interpretation of this Agreement.

- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 1.9 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.10 In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules, the provision in the body of this Agreement shall take precedence.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.

2. Purpose

- 2.1 This Agreement sets out the framework for the sharing of **Personal Data** between the parties as **Controllers**. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 2.2 The parties wish to clarify as follows:
- (a) The parties consider this data sharing initiative necessary for the reasons described in Schedule 2.
 - (b) The aim of the data sharing initiative is as detailed at Schedule 2.
 - (c) It will serve to benefit individuals and/or society (as applicable) as set out in Schedule 2.
- 2.3 The parties agree only to process Shared Personal Data for the purposes set out in Schedule 2. The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in Schedule 2 (**Agreed Purpose**).
- 2.4 Prior to the sharing of any Shared Personal Data pursuant to this Agreement, each party shall appoint a single point of contact (**SPoC**), as named at Schedule 1, who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative.

3. Shared Personal Data

- 3.1 Details on the Shared Personal Data relevant to this Agreement are set out in Schedule 1 together with any access and processing restrictions as agreed and established by the parties.
- 3.2 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

4. Lawful, fair and transparent processing

- 4.1 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with clause 4.2 during the Term of this Agreement.
- 4.2 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data and shall document these at Schedule 1.
- 4.3 The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR including:
 - (a) if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and
 - (b) if Shared Personal Data will be transferred outside the EEA pursuant to clause 8.3 of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the Data Subject to understand the purpose and risks of such transfer.
- 4.4 The Data Receiver undertakes to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Article 14 of the GDPR including:
 - (a) if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and
 - (b) if Shared Personal Data will be transferred outside the EEA pursuant to clause 8 of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the Data Subject to understand the purpose and risks of such transfer.

5. Data quality

- 5.1 Where relevant, the parties agree to use compatible datasets and to record all Shared Personal Data using agreed methods.
- 5.2 The Data Discloser shall ensure that before the Commencement Date, Shared Personal Data are accurate and that it has appropriate internal procedures in place to notify the Data Receiver of any updates to the Shared Personal Data.
- 5.3 Shared Personal Data must be limited to the Personal Data described in Schedule 1 of this Agreement.

6. Data subjects' rights

- 6.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.
- 6.2 The SPoC for each party is responsible for maintaining a record of individual requests for information, the decisions made and any information exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

7. Data retention and deletion

- 7.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.
- 7.2 Notwithstanding clause 7.1, parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry, including their respective organisational record Retention and Disposal Policy.
- 7.3 Subject to clause 7.2, the Data Receiver shall ensure that any Shared Personal Data are returned to the Data Discloser or destroyed in accordance with the Retention and Disposal Policies in the following circumstances:
- (a) on termination of the Agreement;
 - (b) on expiry of the Term of the Agreement;
 - (c) once processing of the Shared Personal Data is no longer necessary for the purposes it were originally shared for, as set out in clause 2.3.
- 7.4 Following the deletion of Shared Personal Data in accordance with clause 7.3, the Data Receiver shall notify the Data Discloser that the Shared Personal Data in question has been deleted in accordance with the Retention and Disposal Policies.

8. Transfers

- 8.1 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Data Receiver with a third party, and shall include, but is not limited to, the following:
- (a) subcontracting the processing of Shared Personal Data;
 - (b) granting a third party controller access to the Shared Personal Data.
- 8.2 If the Data Receiver appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to the Data Discloser for the acts and/or omissions of the processor.
- 8.3 The Data Receiver may not transfer Shared Personal Data to a third party located outside the EEA (not including the United Kingdom in the event that the United Kingdom ceases to be part of the EEA) unless it;
- (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

- (b) ensures that:
 - (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or
 - (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or
 - (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

9. Security and training

9.1 The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using secure methods as agreed between the parties at Schedule 2.

9.2 Having regard to the state of technological development and the cost of implementation; the parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:

- (a) prevent:
 - (i) unauthorised or unlawful processing of the Shared Personal Data; and
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
- (b) ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Shared Personal Data to be protected.

9.3 The parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term.

9.4 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures agreed pursuant to this clause 9 and Schedule 2 together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of Personal Data.

9.5 The level, content and regularity of training referred to in this clause 9 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Person Data.

10. Personal data breaches and reporting procedures

10.1 The parties shall each comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) Data Subjects under Article 33 of the GDPR and shall each inform the other party of any Personal Data Breach concerning the processing of Shared Personal Data, irrespective of whether there is a requirement to notify any Supervisory Authority or Data Subject(s).

10.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

11. Review and termination of agreement

- 11.1 Where this Agreement has been entered into for the purpose of the sharing of Personal Data rather than a project concerning a one-off sharing of Personal Data, the parties shall periodically review the effectiveness of this data sharing initiative, having consideration to the aims and purposes set out in Schedule 2. The parties shall continue, amend or terminate the Agreement depending on the outcome of this review.
- 11.2 The review of the effectiveness of the data sharing initiative will involve:
- (a) assessing whether the purposes for which the Shared Personal Data is being processed are still the ones listed upon commencement of this Agreement;
 - (b) assessing whether the Shared Personal Data is still as listed upon commencement of this Agreement;
 - (c) assessing whether the legal framework governing data quality, retention, and Data Subjects' rights are being complied with; and
 - (d) assessing whether Personal Data breaches involving the Shared Personal Data have been handled in accordance with this Agreement and the applicable legal framework.
- 11.3 Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate the Agreement where it considers that the other party is not processing the Shared Personal Data in accordance with this Agreement.

12. Resolution of disputes with Data Subjects or the Supervisory Authority

- 12.1 In the event of a dispute or claim brought by a Data Subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 12.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 12.3 Each party shall abide by a decision of a competent court in the United Kingdom or of the Supervisory Authority.

13. Limitation of liability

- 13.1 In the event of a breach by either party of any Data Protection Legislation or any provision of this Agreement which results in any direct or indirect liability, cost, expense, damage, loss, penalty or fine for the other party, then the parties agree to co-operate together in good faith for so long as is necessary to: (a) identify and agree the proportions in which they will share responsibility for the breach; and (b) the manner in which the matter will be managed and conducted with any relevant third parties.

14. Direct marketing

If the Data Receiver processes the Shared Data for the purposes of direct marketing, each party shall ensure that:

- (a) the appropriate level consent has been obtained from the relevant Data Subjects to allow the Shared Data to be used for the purposes of direct marketing in compliance with the Data Protection Legislation; and
- (b) effective procedures are in place to allow the Data Subject to "opt-out" from having their Shared Personal Data used for such direct marketing purposes; and
- (c) all such direct marketing activities are at all times conducted in a manner which complies in full with:
 - (i) whilst ever it continues to apply, the E-Privacy Directive (2002/58/EC) as implemented in the UK by the Privacy and Electronic Communications Regulations (2003/2426) (as amended) (**PECR**); and
 - (ii) the replacement for PECR in due course, being the draft E-Privacy Regulation (COM (2017) 10 final) (**draft ePR**), upon it coming into force; and
 - (iii) any similar or substitute legislation following PECR or the draft ePR which relates to direct marketing and which applies in the United Kingdom from time to time.

15. Confidential Information

15.1 The Data Receiver shall keep the Data Discloser's Confidential Information confidential and, except with the prior written consent of Data Discloser, shall not, and shall procure that its Representatives shall not:

- (a) use or exploit the Confidential Information in any way except for the Agreed Purpose; or
- (b) disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement; or
- (c) copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Agreed Purpose; or
- (d) seek to make contact with any third party that is the subject of Data Discloser's Confidential Information, unless expressly permitted under this Agreement.

15.2 The Data Receiver may disclose the Confidential Information to those of its Representatives who need to know the Confidential Information for the Agreed Purpose provided that it informs these Representatives of the confidential nature of the Confidential Information before disclosure and at all times it is responsible for these Representatives' compliance with the obligations set out in this Agreement. The Data Receiver shall ensure that its Representatives have given and are subject to appropriate confidentiality undertakings.

15.3 The Data Receiver may disclose Confidential Information to the extent to which it is required to be disclosed by (i) law and/or (ii) by any governmental and/or other regulatory authority, and/or (iii) by a court of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Data Discloser as much notice as reasonably possible and acts reasonably upon any reasonable request by the Data Discloser in relation to such disclosures.

- 15.4 For the avoidance of doubt, the duties of confidentiality under this Agreement survive the termination or expiry of the Agreement.
- 15.5 The parties acknowledge that they are each subject to the requirements of the FOIA and the EIRs. Each party shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the other party to enable it to comply with its obligations under the FOIA and EIRs;
 - (b) notify the Data Discloser of all Requests for Information it receives relating to the Data Discloser's Confidential Information as soon as practicable;
- 15.6 The Data Discloser acknowledges that the Data Receiver may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Data Discloser. The Data Receiver shall take all reasonable steps to notify the Data Discloser of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Data Receiver shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

16. Miscellaneous Matters

- 16.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.3 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 16.4 If during the Term the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that the SPoCs will negotiate in good faith to review the Agreement in the light of the new legislation.
- 16.5 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 16.6 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.7 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

16.8 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

17. Notice

17.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to the SPoCs and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the SPoC.

18. Dispute Resolution

18.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**"), then the parties shall follow the procedure set out in this clause provided always that no party shall be obliged to act in accordance with this clause if to do so would prejudice the rights and freedoms of any individual who is the subject of any of the Shared Personal Data:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents;
- (b) on service of the Dispute Notice, each party shall attempt in good faith to resolve the Dispute;
- (c) if the parties are for any reason unable to resolve the Dispute within 5 days of service of the Dispute Notice, the Dispute shall be referred to their Executive Management Teams ("EMT"), who shall attempt in good faith to resolve it; and
- (d) if the respective EMTs are for any reason unable to resolve the Dispute within 5 days of it being referred to them, the parties may either:
 - (i) terminate this Agreement in accordance with clause 11.3; or
 - (ii) agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure, or a similarly suitable alternative dispute resolution (ADR) mechanism;
- (e) unless otherwise agreed between the parties within 5 days of either party making a suggestion to the other as to a suitable mediator, the mediator shall be nominated by the President for the time being of the Law Society for Northern Ireland. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to the mediator once appointed.

19. Governing law & Jurisdiction

19.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.

19.2 Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction.

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1

Part 1 Details of the Shared Personal Data and access and processing restrictions

1.1 Types of Personal Data to be shared between the parties during the Term of this Agreement:

Referrals for advice and support that may include the following:-

- Individual's name, post code or full address, e-mail and phone number.
- Description of the enquiry/ business idea (to the extent that this includes Personal Data of individuals involved). This is free-text and information such as business performance, financial (e.g. turnover) or biographical information may be included. To the extent that this information does not include Personal Data it may still be Confidential Information.

1.2 Special categories of Personal Data will not be shared between the parties.

2. Lawful basis for processing the Shared Personal Data:

2.1 Invest NI agrees that it is processing the Shared Personal Data on the basis that it is necessary for the exercise of Invest NI Official Authority or performance of a task in the public interest.

2.2 Mid Ulster District Council agrees that it is processing the Shared Personal Data on the basis that it is necessary for the exercise of Official Authority or performance of a task in the public interest.

3. Single Point of Contact (SPoC)

3.1 The Invest NI Single Point of Contact will be Patricia Devine, patricia.devine@investni.com, 028 90 698903.

3.2 Mid Ulster District Council Single Point of Contact will be Fiona McKeown, fiona.mckeown@midulstercouncil.org, 0300 012 3123

Details of Confidential Information

1.3 Types of confidential information to be shared:

(a) Individual's name, post code or full address, e-mail and phone number.

(b) Description of the enquiry/ business idea. This is free-text and information such as business performance, financial (e.g. turnover) or biographical information may be included.

Schedule 2

Part 1 Reasons, aims and benefits

1. The parties consider this data sharing initiative necessary for the following reasons:

Following Local Government Reform and the increased involvement of Local Councils in economic development activities, including responsibility for local start-ups, social enterprise and underrepresented groups, there is a need for Invest NI and Councils to work collaboratively to provide appropriate business advice and support to entrepreneurs and businesses.

There is an increased focus on the customer journey and on facilitating the needs of the customer at a particular point in time. It is important to provide a seamless migration of customers between support providers.

This fits with key actions in Invest NI's Entrepreneurship Action Plan and Council's delivery of a range of business support initiatives including the Northern Ireland Business Start-up Programme and other LED initiatives.

2. The aim of the data sharing initiative is as follows:

- 2.1 To allow Invest NI and Councils to make referrals to and receive referrals from each other for follow on advice, guidance or support.

3. The benefit to be derived from the data sharing initiative is as follows:

- 3.1 Invest NI/Council can engage with entrepreneurs/businesses to provide them with the most appropriate service.

4. Security measures for transfer of Shared Personal Data

- 4.1 Invest NI shall only provide the Shared Personal Data to the Mid Ulster District Council by using the following secure method: The Invest NI customer portal, Mimecast encrypted email or Office 365

- 4.2 Mid Ulster District Council shall only provide the Shared Personal Data to Invest NI by using the following secure method: The Invest NI customer portal, Mimecast encrypted email or Office 365

Part 2 The Agreed Purpose

1. The parties agree to only process Shared Personal Data for the following purposes:

- 1.1 To deliver economic development and business support activity.

2. For the purposes of this Agreement the **Term** shall be the duration of this data sharing initiative, that being as follows:

Up to 1st April 2021

Signed for and on behalf of Invest Northern Ireland

A handwritten signature in black ink, consisting of a large, stylized loop followed by a long horizontal stroke that tapers to the right.

ALAN McKEOWN

Executive Director Regional Business

Signed for and on behalf of Mid Ulster District Council

ANTHONY TOHILL

Chief Executive



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

Mid Ulster District Council response to

Migration Advisory Committee (MAC)

Call for evidence from stakeholders to help inform the review of salary thresholds

Mid Ulster District Council (the Council) welcomes the opportunity to respond to the MAC's call for evidence from employers and other stakeholders, to feed into its consideration of what salary thresholds should be put in place for skilled workers under the post-Brexit immigration system.

1.0 The Proposal

On 24 June 2019, the Home Secretary commissioned the Migration Advisory Committee (MAC) to advise on the future system of salary thresholds and the level at which they could be set.

With the end of free movement in sight, migrant workers will in the future fall into the domestic immigration rules – Tier 2 (General).

The MAC has called for evidence in relation to the salary threshold which they have set at the 25th percentile of full-time earnings distribution, or £30,000 minimum salary requirement for foreign workers seeking five-year visa post-Brexit. This threshold recommendation is UK-wide and regional variation is not considered.

The government's White Paper entitled '*The UK's future skills-based immigration system*' published in December 2018 only partially accepted the MAC's salary threshold recommendation.

2.0 Background to Mid Ulster

Mid Ulster is the fastest growing district in Northern Ireland (its population is expected to grow to 165,000 by 2030) and is home to over 9,000 companies, the largest concentration of businesses outside Belfast. The main industries are manufacturing, engineering, agri-food, construction, hospitality, retail and farming.

Mid Ulster is a hub of manufacturing excellence; currently manufacturing accounts for over 26% of total direct employment in the region, compared to the NI average of 11%.

According to Invest NI, 40% of world's mobile crushing and screening equipment is made in the Mid Ulster area.

Mid Ulster is a predominantly rural district with circa 700,000 people within a one-hour commute of the district boundaries. The area supports approximately 50,000 jobs, which are mainly concentrated within micro businesses and Small and Medium Sized Enterprises (SMEs). To service our industry large numbers of migrant workers now reside within our boundaries and contribute to the overall economy.

Mid Ulster was crowned NI's most entrepreneurial region again in 2017 by the Global Entrepreneurship Monitor (GEM) Report and the area contributes towards producing 7.3% of the region's total economic output (Gross Value Added is £2.075 billion). Furthermore, the area is a hotspot for innovation having the highest percentage of enterprises investing in R&D in the UK.

Mid Ulster's business base provides the lifeblood of the local economy, whilst the skills and capabilities of its workforce are vital to its sustainability and growth.

3.0 Mid Ulster Skills Forum

Mid Ulster is the most entrepreneurial region in NI, however, skills and employability issues are long standing issues greatly impeding the current and future economic prosperity of the district. Recognising that industry leadership is central to addressing these issues, the Council established a Skills Forum in 2017 which is the first industry-led, area-based body of its kind in Northern Ireland (NI). The 30 strong partnership, which draws its membership from local businesses, colleges, universities, enterprise agencies, key sectoral business organisations, government departments and the Council, is speaking as one voice to take forward its skills agenda in a focused and co-ordinated manner.

The Skills Forum produced an independent Skills Report and Action Plan in 2018 aimed at helping to address the acute skills shortages, gaps and deficits within Mid Ulster. The Report identified that Mid Ulster is facing a huge skills shortage with **4,700 vacancies recorded in 2016/2017**; the main factors being an inadequate supply of applicants and low levels of unemployment in the area. A copy of the report is attached.

4.0 Comments on the implications of the proposed salary threshold

The Council believes that the proposed skills-based immigration system and the recommended minimum £30,000 salary for workers exposes local businesses in Mid Ulster to potentially crippling labour supply shortages which will have a devastating impact on the local economy in Mid Ulster.

Given the position of the rural economy in the overall cyclical movement of labour from inward to outward migration from the area (which is approximately three to five years) a £30,000 salary threshold could grind the Mid-Ulster economy to a halt in three years. What could potentially happen is that labour recruited into the local economy would gain more experience and skills, and reach a level where they can attract better wages, and relocate to other regions in the UK. This would result in local employers continually back filling from the skills baseline as they “move up and out”. If that base-line replacement was halted by too high a salary threshold – then the decline in capacity would only take three years to complete. Indeed if replaced by a temporary type short-term recruitment from abroad (on which NI depended on from 1998-2004) then the de-skilling of the dependent business would be complete in the same timeframe.

As previously stated, small and medium sized private businesses form the backbone of Mid Ulster’s economy. The area has over 9,000 VAT registered businesses across a range of sectors – manufacturing, engineering, agri-food, construction, hospitality, social care, retail and farming. Such a restriction on UK entry of migrant workers could strip these industries which are highly dependent on workers from overseas.

For example Mid Ulster has a high concentration of food and agri-food businesses with almost two-fifths (38%) of Mid Ulster businesses being within this sector, as compared with just over a quarter (26%) of VAT and/or PAYE registered businesses across Northern Ireland. Nearly two-thirds (63%) of the employees in the local Food and Agri-Food sector originally come from elsewhere in the EU (other than the UK or the Republic of Ireland), including countries such as Poland, Romania, Bulgaria, Lithuania and Hungary¹. Mid Ulster has the largest share of migrant workers in the manufacturing sector where 2.7% of all employment in the sector was provided by EU27 workers (almost 2,000 jobs which is 3.3% of total employment in the Mid Ulster area). 19.9% of workers in the manufacturing sector in Mid Ulster were from the EU26, with 20.9% from the EU27².

The Council believes there will be a disproportionate impact on local employers vis-à-vis employers in other parts of the UK, due to the lower salary levels offered here and the acute shortage of appropriate skilled labour in the region. The experience of NI employers is that employees on Tier 2 work permits often relocate to jobs in the South East of England if their employer is no longer able to meet the required pay threshold.³ This serves to create an internal labour market which disadvantages NI employers and impact upon business competitiveness in NI.

According to the CBI in Northern Ireland, 71% of people in NI earn less than the proposed salary threshold; indeed, the average private sector wage in NI is £22k. Due

¹ Mid Ulster Skills Report & Action Plan 2018-21

² DfE Report: An analysis of migrant workers from the Northern Ireland Census 2011

³ NISMP Consultation Response: MAC Call for Evidence on Minimum Salary Thresholds for Tier 2 - July 2015

largely to the lack of public sector investment Mid Ulster's wage levels are lower than the NI average (the gross median weekly pay in Mid Ulster is £403.40 compared to the NI average of £423).

The single most important issue for local employers is the need to retain access to skills at all levels. NI is currently experiencing an acute shortage of skilled workers. Key industries in Mid Ulster are suffering tangible skills and talent shortages as identified in the Mid Ulster Skills Report & Action Plan 2018-21 and the proposed salary restriction would undoubtedly exacerbate the issue. By way of example three-quarters (71%) of surveyed businesses in Mid Ulster confirmed that they had faced challenges in attracting appropriately skilled staff during recent times (e.g. in the last 3 years), whilst nearly four-fifths (39%) respondents suggested that they also experienced issues retaining appropriately skilled staff¹. There are significant skills and labour shortages in the region's manufacturing and engineering sector which has driven wage inflation for welders and is a huge cause for concern.

Further pressure on local companies to meet their skills requirements stems from the fact that 38% of A Level students go elsewhere and two thirds of that cohort do not return to NI⁴.

The Council believes that appropriate future access to skilled labour is critical particularly given that Mid Ulster shares a land border with the Republic of Ireland (RoI) which undoubtedly will impact upon the ability of local businesses in Mid Ulster to attract/retain labour vis-à-vis counterparts in RoI (who will not face the same constraints).

The Council is extremely concerned that there are no special considerations in the proposals for the differentials in the NI economy e.g. SME intensive, average salary lower than other UK regions, reliance on agri-food and manufacturing/engineering sectors. The rationale being that NI has a different economic and geographic profile than the rest of the UK and therefore migration policy should reflect that.

Furthermore, it is important to note that the combination of the following two factors:-

1. Immigration being non-devolved to the regional administrations;
2. NI Public Administration being markedly different in relation to the role and responsibilities of local Councils

leaves sub-regional variations in local economy at Council level particularly vulnerable to the blunt instrument of a UK-wide policy.

⁴ CBI NI Response to MAC Call for Evidence - 2018

Mid Ulster is a recognised hotspot for innovation having the highest percentage of enterprises investing in R&D in the UK. As part of a new Industrial Strategy, the UK has Government unveiled a plan to increase the UK's R&D spending to a record high of 2.4 per cent of GDP. However, according to the Royal Society, many important roles within the research and innovation workforce come with salaries below £30k and therefore the proposed salary threshold would be detrimental for research and innovation.

Moreover, at 25%, the share of employment which is in the public sector in NI is the highest among all UK nations and regions.⁵ We believe, therefore, that the proposals contained within this consultation will also impact on the stated priority of the Northern Ireland Executive to rebalance the economy towards the private sector.

5.0 Conclusion and Recommendations

The Council believes that the proposed minimum salary threshold of £30k for foreign workers post-Brexit will have a disproportionate impact on regions such as Mid Ulster which have a weaker skills profile and lower average earnings. The upshot is that the Mid Ulster region, with its private sector driven economy and lower average salaries would be penalised heavily. There is a real threat that the Mid Ulster economy could grind to a halt in three years.

The proposed salary threshold does not reflect the reality of wage levels in NI and indeed the sectors most reliant on migrant workers. A salary requirement of £30,000 would make it particularly difficult for part-time workers to secure a skilled worker visa. The proposal risks causing significant harm to businesses in Mid Ulster and the NI economy by negatively impacting the region's competitiveness.

Mid Ulster's unemployment benefit claim rate is one of the lowest in Northern Ireland, so therefore with a strong demand for migrant labour, and a low availability of unemployed, the area would suffer a disproportionately high impact if access to skilled migrant labour were to become a problem.

It is the Council's view that the Government must recognise that NI is economically and geographically very different to the rest of the UK and deserves to be treated as such.

The future of Northern Ireland's future economic prosperity will be dependent upon the private sector's ability to access international workers which is a strong foundation of any successful Industrial Strategy.

⁵ House of Commons Library – Public sector employment by parliamentary constituency (October 2019)

Recommendations

1. That a regional sensitive approach to immigration and salary thresholds must be adopted given NI's unique set of economic circumstances and employment challenges facing businesses.
2. That salary thresholds established in a future migration system be set at a level that is relevant to the economic circumstances of NI and support local economic growth.
3. That policymakers are more strategic about migration and its critical role in NI's future Skills Strategy (which is currently under development).