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26 October 2022

Mr. Adrian McCreesh
Chief Executive
Mid Ulster District Council
Burn Road
Cookstown
County Tyrone
BT80 8DT

Dear Adrian,

ICBAN Member Councils' Annual Contribution (2023-24)

Each October, ICBAN contacts member Councils regarding the Annual Contribution to the cross-border partnership. Member Council contributions are a very important contributor towards our core administration resources and for which we are always most appreciative. The amount to be levied has been agreed by the Management Board to be £15,000 for the 2023 financial year for County Councils, and 2023-24 financial year for NI Councils. This is the same level as last year.

The attached Update provides more information on our current work programme and project delivery.

On behalf of the ICBAN Management Board, I would like to express our sincere thanks and appreciation to all Councils for their ongoing support and assistance. Should you have any queries or would like more information please do not hesitate to contact me.

Yours sincerely,

Shane Campbell

CEO
ICBAN

APPENDIX 1B ICBAN Progress on Mid Ulster SLA Projects

(01 April 2022 – 31 March 2023) Update as at 21.02.2023

ACTION

Implementation of the ‘Framework of Regional Priorities’ strategy for the Irish Central Border Region

- Promote and advocate on same, targeting key stakeholders in government, political, community and business sectors etc.
- Engage in relevant public consultations in both jurisdictions, using the FRP strategy as the basis for submissions.
- Develop a pipeline of new projects, aligned across the 5 key Pillars / Themes, and targeting opportunities for cross-border and regional development funding including but not limited to Peace Plus, Shared Island Initiative, and Levelling-up / Shared Prosperity:
 - Initiate and review new project opportunities and initiatives, including those linked to the already identified Emergent Catalyst Projects.
 - Progress the development of these new project opportunities and initiatives (under the direction of the ICBAN Management Board).

ACTIVITIES & PROGRESS

ICBAN continues to promote the FRP. Meetings have been held with a range of key stakeholders from various sectors, including all member Councils’ Senior Management and local political representatives, Shared Island Unit, SEUPB, Oireachtas Joint Committee for the Implementation of the Good Friday Agreement, Institute of Technology Sligo, FE Colleges, Waterways Ireland, and InterTrade Ireland etc.

Delivery of the strategy is a key focus for the organisation. A Sub-Committee for the Implementation of the FRP has been established with the aim of supporting the overall work programme of the ICBAN Management Board, as and when required, in overseeing the implementation of the Framework of Regional Priorities (FRP) strategy. The Sub-Committee, along with the Council Senior Officers Forum (for Council Directors / Heads of Service), bring more energy and impetus to the delivery of the regional priorities.

These structures will assume an oversight role that will 1) support and direct the operational efforts of staff & 2) advise the Management Board on decisions relating to delivery of the FRP.

The remit of the FRP Sub-Committee for Implementation includes:

- helping identify and apply for financial supports for the implementation plans,
- directing promotional plans,
- reviewing research and reports,
- enhancing engagement and buy-in from member Councils,
- monitoring the operational programme,
- and putting in place structures for engaging other regional and national stakeholders.

The Sub-committee also engages with stakeholders on key project developments, advocacy initiatives, and related issues for attention.

2 Joint Meetings of the FRP Sub-Committee and Council Senior Officers Forum have been held on (total number of participants serving on these groupings is 22), including:

21st June 2022 - presentation of key findings of QUB Intern Research on the 'The Ulster Canal Regeneration Project :Re-imagining the Central Border Region's Tourism Infrastructure'

Separate meetings of the CSO Forum:

- 24th November 2021
- 15th September 2022.
- 09th November 2022
- 08th February 2023

ICBAN is working to develop projects and identify potential funding sources, under the five pillars of the FRP:

- Human Capital Pillar – Education, Skills & Training

Priority Projects between educational institutions

This group was established in December 2021 to bring together senior staff of the Region's 6 established FE / HE educational institutions, including the South West College, Southern Regional College, the Atlantic Technological University and the three local Education & Training Boards (ETBs).

Steering Group meetings have been held on 29th June 2022, 30th September 2022 and 20th January 2023. Reports are provided to ICBAN on the progress in developing projects within the four priority areas of: Sustainable Construction, Advanced Manufacturing Initiative, Apprenticeships - Professional & Technical Pathways, and Digital Inclusion.

ICBAN met with Mr. Mark Huddlestone, Peace Plus programme Advisor and former Skills Commissioner on 07th December 2022, to discuss how the four developing project areas would align with the PEACE Plus programme. Mr. Huddlestone suggested that some of the ideas could complement the remit of the Mid South West Growth Deal delivery plans and encouraged a sharing of ideas. These have since been shared with the MSW group.

Mr Ciaran McManus, Assistant Principal at South West College also updated on the Steering Group's progress to the Council Senior Officers' Forum meeting on 08th February 2023.

- Natural Capital – Greening the Region

Climate Friendly Farming / Biodiversity

18 people attended a regional ICBAN meeting held on 27th June in Palace Demesne, Armagh, including Mid Ulster District Council's Biodiversity Officer. A working group has been set up: and is looking into opportunities of Project Concepts around hedgerows, biodiversity, and carbon sequestration, for consideration under Investment Area 5.1 of PEACE Plus.

ICBAN met with Ms. Bethany Waterhouse-Bradley (PEACE Plus Investment Area 5 adviser) on 24th November 2022 to discuss the feasibility of draft Concept Notes. This feedback was brought to a working group meeting on 10th January 2023, attended by representatives of all eight Member Councils, along with Derry City and Strabane District Council. Queen's University Belfast post-graduate intern, Mr. Gil Guerra, is now working on the project with a brief to develop the Project Concept.

- Liveable Communities

Ringforts Projects Development

ICBAN assisted project partners Mid Ulster District Council and Leitrim County Council with a successful funding application for Shared Island Development Funding. Leitrim County Council are keen to examine opportunities to redevelop the ancient ringwork at Killahurk near Carrigallen, through learning from the example of works to Tullahogue Fort, near Cookstown completed by Mid Ulster District Council and the Department for Communities (NI). New project partners include Department for Communities (NI) and National Monuments Service (RoI).

ICBAN attended the initial project meeting on 17th October 2022 and will support the partners when and where needed on taking the project forward.

- Infrastructure & Connectivity

Ulster Canal Feasibility Study

ICBAN assisted Waterways Ireland, MUDC and other Partner Councils in the development of a project proposal to the Shared Island Local Authority Development Funding call for a Feasibility Study for the development of the Ulster Canal northwards from Clones through the Blackwater River and onto Lough Neagh. The application was unsuccessful and feedback has been obtained.

A meeting was held on 09th December 2022 to discuss the feedback and to consider the merits of promoting the project further. It was agreed that there was a need to carry out such a study which would identify options, costs and benefits and that opportunities for funding of such should be followed up. ICBAN will continue to promote the merits of the project.

ICBAN's former intern, Ms. Laura Sierociuk, was interviewed in early December 2022 for the BBC NI programme 'The View' which examined the cross-border opportunities for the Ulster Canal. Laura had spoken of the need for a Feasibility Study to examine costings for the proposed route from Clones to Lough Neagh.

Greenways Networks

A response was submitted to the AECOM consultation on new plans for an all-island National Cycle Network. ICBAN contacted all member Councils to share the response submitted to encourage that similar points be made by Councils in the Central Border Region's wider interests. ICBAN also engaged with Sustrans NI on same relating to the Greenways study being completed for Department for Infrastructure (NI).

- Economic Development

Mountain biking

Potential ideas for a regional cross-border project have been discussed with Coillte when visiting the Coolanney Mountain Bike Trail on 19th June. ICBAN had responded to correspondence from Coillte on this and await the next initiative from Coillte.

▪ ***Consultation responses/engaging with stakeholders:***

During this period ICBAN has been active in engaging with SEUPB and agencies on plans for the delivery of PEACE Plus programme elements. These have included with, Urban Foresights on Smart Towns & Villages', RSM Consultancy on tourism theme, and Grant Thornton on Clusters. ICBAN has engaged with the SEUPB's Thematic Advisers and has attended a number of pre-application workshops. Feedback updates have been shared with member Councils and other stakeholders to help prepare opportunities for the Region.

ICBAN is facilitating MUDC and other member Councils in the development of cross-border projects for the Peace Plus programme. This has entailed the pooling of suggested project ideas, the creation of potential synergies, and the bringing together of working groups to progress potential applications.

ICBAN attended the Centre for Cross-Border Studies Annual Conference held in Dundalk on 30th September 2022.

ACTION

Regional Literary Tourism – Objectives:

- Close the BLITZ / Spot-Lit project and share learning through a ‘Transformative Guide’ with member Councils including Mid Ulster District Council (MUDC).
- Drawing on learning from both the BLITZ and Digi-2-Market projects, examine opportunities for the development of literary tourism using immersive technologies, through the ‘N-Lite’ preparatory project.

ACTIVITIES & PROGRESS

The BLITZ / Spot-Lit project has helped to address the untapped potential of literary tourism across four regions of the Northern Periphery and Arctic (NPA) territory – the West of Ireland, Northern Ireland and counties Cavan & Monaghan, Dumfries & Galloway in Scotland and Kainuu, Finland.

The project is now closed and the project website provides a compendium of all the developed resources and learning involved.

‘N-LITE’ Bridging Project

ICBAN was involved in the development of a new project idea around the potential of ‘Immersive Technologies’ to promote Literary Tourism products and services. The learning developed is available in the form of the project proposal / application.

ACTION

Broadband Infrastructure – Objectives:

- To utilise the previously completed reports for continued advocacy on broadband issues and inadvertent roaming charges.
- Close the Digi-2-Market project and share learning with member Councils including Mid Ulster District Council (MUDC).

ACTIVITIES & PROGRESS

Broadband Infrastructure Advocacy

The Northern Ireland Audit Office (NIAO) report into ‘Broadband Investment in Northern Ireland,’ which was initiated by ICBAN, was published. ICBAN then asked the Minister for Finance, the NIAO and the Stormont Public Accounts Committee to oversee the implementing of the report findings, including the clawback of c.£14 million of funding from BT.

ICBAN wrote to the Permanent Secretary of the Department of Finance on 17th January 2023 to request an update on the status of the initial clawback due for 31st March 2023 for the Northern Ireland Broadband Improvement Project, the clawback amount that is due, and how much of this will be invested back into broadband infrastructure in NI. Latest feedback has been received and ICBAN will continue monitoring progress on claiming clawback, which could be potentially used for next generation broadband improvements.

ICBAN has been bringing together member County Councils to discuss the rollout of the National Broadband Ireland plan, to examine best practice on monitoring delivery, and to review learning from the work with NI Councils.

Digi-2-Market Project

The Northern Periphery & Arctic Programme funded Digi-2-Market has completed. This project was designed for SMEs to take advantage of new digital marketing opportunities through augmented and virtual reality technologies.

The project website provides a compendium of all the developed resources and learning involved.

The final project claim has been submitted and was verified on 22nd June 2022. ICBAN awaits reimbursement. ICBAN shared the learning of the Digi-2-Market project by directing Council Officers to the project website: <https://digi2market.eu/>

ACTION

EU Exit – Objectives:

- Assist the Council in further exploring the opportunities and challenges of the EU Exit.
- Continue to deliver submissions and make representations drawing on the previously completed reports as evidence.

ACTIVITIES & PROGRESS

ICBAN keeps abreast of Brexit developments, through monitoring of current affairs and governmental updates. The organisation has been submitting evidence to a number of committees and consultations and uses such opportunities to make representations on behalf of the Central Border Region.

Having identified an absence of community consultation on both sides of the border, ICBAN together with Queen's University Belfast (QUB) have to date published four reports on the impact of Brexit on local communities. There have been over 2,100 responses to these research initiatives to date. ICBAN has ensured those voices were heard by disseminating the reports to those involved in high-level negotiations, including the EU's negotiating team and the UK and Irish governments.

ICBAN and QUB are developing a proposal to partner on a fifth such research project entitled '*Borders Beyond Brexit - Experiences of Cross-Border Cooperation in the Irish Central Border Region*'. This would be a new research study that proposes to collect evidence on how changes as a result of Brexit are experienced and perceived by those directly involved in cross-border cooperation, where problems and opportunities lie, and what the prospects of development or regression in such cooperation are. It will be addressed chiefly through eight organisational case studies, along with an online survey giving a voice to at least 250 citizens. The findings would be shared with key influencers and those with direct roles in implementing and monitoring Brexit. Funding for such is currently being sought.

APPENDIX 1C

SERVICE LEVEL AGREEMENT

BETWEEN

MID ULSTER DISTRICT COUNCIL

AND

IRISH CENTRAL BORDER AREA NETWORK (ICBAN)

April 2023 – March 2024

THIS AGREEMENT is made on the day of 2023.

PARTIES

- (1) MID ULSTER DISTRICT COUNCIL whose address is at Dungannon Office, 15 Circular Road, Dungannon BT71 6DT (the "**Council**"); and
- (2) IRISH CENTRAL BORDER AREA NETWORK incorporated and registered in Northern Ireland with company number NI040472 whose registered office is at Units 4-6 Enniskillen Business Centre, 21 Lackaghboy Road, Enniskillen, County Fermanagh, Northern Ireland, BT74 4RL ("**ICBAN**").

BACKGROUND

- a) ICBAN was established in 1995 to promote co-operation and communication on a cross-border basis on common regional development concerns. ICBAN works in a spirit of cross-border consensus decision-making, cross party cooperation and partnership.
- b) ICBAN currently has 8 partner councils: 3 in Northern Ireland, which are, Armagh City, Banbridge and Craigavon Borough Council, Mid Ulster District Council and Fermanagh & Omagh District Council; and 5 Councils in the Republic of Ireland which are Cavan County Council, Donegal County Council, Monaghan County Council, Leitrim County Council and Sligo County Council.
- c) The Council and ICBAN have agreed to enter into this Agreement in order to set out the contractual basis upon which ICBAN shall provide certain services to the Council.

1. DEFINITIONS

"Charges" shall mean the charges which shall become due and payable by the Council to ICBAN in respect of the Services in accordance with the provisions of this Agreement, as such charges are set out in Schedule 2.

"Commencement Date" shall mean 1st April 2023

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

"Law" shall mean the laws of Northern Ireland and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which ICBAN is bound to comply.

"Services" shall mean those services specified in Schedule 2 of this Agreement and any other such services which may be agreed between the parties from time to time.

"Term" shall mean from the Commencement Date until 31st March 2024.

"Working Day" shall mean Monday to Friday, excluding any public holidays in Northern Ireland.

2. COMMENCEMENT AND DURATION

This Agreement shall take effect on the Commencement Date and, unless terminated earlier in accordance with the terms of this Agreement, shall continue for the Term.

3. SUPPLY OF SERVICES

- a. ICBAN shall provide the Services and provide secretariat to ICBAN Company and its structures with a view to enhancing the region and bringing to the area European and other funding in partnership with all 8 local authority members for the duration of the Term and in accordance with the provisions of this Agreement.
- b. Responsibility for the management of the ICBAN will be vested in the Board of Directors of ICBAN and its executive team.
- c. The parties' authorised representatives for the purpose of this shall be the Assistant Director of Economy, Tourism and Strategic Programmes and the Chief Executive of ICBAN. ICBAN contact for day-to-day purpose shall be the Programme and Policy Officer.
- d. The Council reserves the right to withdraw funding should the ICBAN fail to adequately provide the service as outlined in this document, which forms the basis of the Council's agreement to commit funds to it. Funding will be reviewed annually and will require ICBAN to submit 6 month and end of year progress reports for each year of the agreement showing progress against the targets and the plan for the year ahead. In addition ICBAN may be required to attend a committee meeting of council in Quarter 3 to outline their progress to date and work for the future months.

4. COMPLAINTS PROCEDURE

- a. ICBAN shall operate a procedure for dealing with the repercussions of defaulting on any of its obligations under this Agreement and/or complaints about its provision of the Service.

5. COMPLIANCE AND CHANGE IN LAWS

- a. In performing its obligations under this Agreement ICBAN shall have regard to and comply with all applicable Law (including but not limited to the Health & Safety at Work Act 1974 and any other Law relating to health and safety).
- b. ICBAN shall monitor and shall keep the Council informed in writing of any changes in the Law which may impact the Services and shall provide the

Council with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes.

- c. ICBAN shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Agreement nor be entitled to an increase in the Charges as the result of a change in Law.

6. INSURANCE

- a. ICBAN shall at its own cost effect and maintain with reputable insurance companies adequate insurance to cover all such risks and liabilities as may arise in the course of providing the Services including death or personal injury, loss of or damage to property or any other loss (the "Required Insurances"). Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by ICBAN. This is, in part, to ensure the risk is minimised to the Council against all claims, demands, actions or proceedings made or brought and all losses, damages, costs, expenses and liabilities incurred, suffered or arising directly or indirectly in respect of or otherwise connected with the actions of the Services provided by ICBAN.
- b. If, for whatever reason, ICBAN fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from ICBAN.
- c. The terms of any insurance or the amount of cover shall not relieve ICBAN of any liabilities under the agreement.

7. ICBAN STAFF

- a. In relation to the employment of staff, employment conditions and practices must comply with all the relevant Law and should take account of current good practice in relation to employment rights and the promotion of equality of opportunity and good relations.
- b. The Parties believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "Employment Regulations") will not apply to this Agreement, whether on its commencement, during the Term or expiry or termination of the Agreement in whole or in part. In the event that, contrary to the expressed understanding of the Parties, the Employment Regulations are alleged by any person (including a Party, any trade union or staff association, employee representative or employee) to apply, or held by court of competent jurisdiction to apply, ICBAN shall indemnify the Council for all liabilities, claims, losses, damages, costs and expenses arising out of or in connection with the application of the Employment Regulations.

8. AUDIT

- a. During the Term and for a period of seven years thereafter ICBAN shall allow the Council (acting by itself or via any representatives authorised to act on behalf of the Council) to access any of ICBAN's premises, records, financial or

otherwise, systems, personnel or equipment as may be required for the purposes of (*inter alia*) fulfilling any legally enforceable request by a regulatory body, monitoring and evaluating ICBAN's compliance with its obligations under this Agreement, verify the accuracy of the Charges or identify suspected fraud and to verify the achievement or objectives or progress towards such objectives.

9. CHARGES

- a. The Council shall pay the Charges to the ICBAN in accordance with Schedule 2.
- b. If ICBAN is in breach of any of its obligations relating to this Agreement then the Council may require ICBAN to pay the Council the aggregate of all Charges paid to ICBAN during the Term or such lesser amount as the Council may determine.
- c. ICBAN shall publicise receipt of the Charges by the inclusion of a printed acknowledgement in relevant publicity material to include newspaper advertisements, stationery and promotional aids. Mid Ulster District Council shall be entitled to publish details of the assistance referred to in this letter at such times and in such manner as they may decide.
- d. The Council would expect that its contributions would receive formal recognition by way of an invitation to the Council Chair and the elected representatives for the area at any appropriate regional event/official opening and mention in publicity pertaining to the event/facility.
- e. ICBAN shall be required to submit 6 month and end of year progress reports for each year of the agreement showing progress against the targets and the plan for the year ahead. In addition ICBAN may be required to attend a committee meeting of council in Quarter 3 to outline their progress to date and work for the future months.

10. INDEMNITY

- a. ICBAN shall indemnify and keep indemnified the Council against all liabilities, costs, expenses, damages and losses incurred by the Council arising out of or in connection with:
 - i. ICBAN's breach or negligent performance or non-performance of this Agreement;
 - ii. any claim made against the Council arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by ICBAN.

11. LIABILITY

- a. Nothing in this Agreement limits any liability which cannot legally be limited, including for:
 - i. death and personal injury caused by negligence; and
 - ii. fraud or fraudulent misrepresentation.
- b. Subject to clause 10(a), the Council's total aggregate liability under this Agreement shall be limited to the Charges.

12. FREEDOM OF INFORMATION

- a. The Council is subject to the terms of the Freedom of Information Act 2000 (the "Act"). Any information, which comes into the possession of the Council may be subject to disclosure under the provisions of that Act, unless an exemption applies. Only the Council can make the decision regarding whether information is disclosable or not. In arriving at the decision, The Council will take account of the nature of the information, exemptions provided by the Act, and the public interest. If the information is disclosable in accordance with the terms of the Council has no discretion to prevent its disclosure.
- b. ICBAN will:
 - i. provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the Act;
 - ii. transfer to the council all requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - iii. provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
 - iv. not respond directly to a request for information unless authorised in writing to do so by the Council.

13. DATA PROCESSING

- a. Both parties acknowledge that the only personal data which will be exchanged between the parties is details of employee names of each party. Both parties acknowledge that they shall each act as independent controllers in respect of these employee names.
- b. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- c. ICBAN shall ensure that it has an appropriate privacy policy in place with those of its employees whom shall have their name shared with the Council.

14. NO PARTNERSHIP OR AGENCY

- a. 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.
- b. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. CONFIDENTIALITY

- a. The provisions of this clause do not apply to any Confidential information:
 - i. is or becomes available to the public (other than as a result of its disclosure by the receiving party or its representatives in breach of this clause);
 - ii. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - iii. was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - iv. the parties agree in writing is not confidential or may be disclosed;
 - v. which is disclosed by the Council on a confidential basis to any central government or regulatory body.
- b. Each party shall keep the other party's Confidential Information secret and confidential and shall not:
 - i. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement (**Permitted Purpose**); or
 - ii. disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this.
- c. A party may disclose the other party's Confidential information to those of its representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
 - i. it informs such representatives of the confidential nature of the Confidential Information before disclosure; and
 - ii. it procures that its representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Agreement,

- iii. and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.
 - d. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Law (including under the Act), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
- 16. REMEDIATION PROCESS**
- a. If ICBAN is in default in complying with any of its obligations under this Agreement the Council may, at its sole discretion, choose to terminate this Agreement in accordance with clause 17 or enter into a remediation plan process. If the Council chooses to enter into a remediation plan process, it shall give a remediation notice to ICBAN which shall specify the default in outline and the actions ICBAN needs to take to remedy the default.
 - b. The Council shall be under no obligation to initiate a remediation plan process.
 - c. Within 5 Business Days of receipt of a Remediation Notice, ICBAN shall:
 - i. submit a draft remediation plan, even if it disputes that it is responsible for the matters which are the subject of the remediation notice; or
 - ii. inform the Council that it does not intend to submit a remediation plan, in which event the Council shall be entitled to serve a termination notice.
 - d. The Council shall either approve the draft remediation plan within 5 Business Days of its receipt or it shall inform ICBAN why it cannot accept the draft remediation plan. In such circumstances, ICBAN shall address all such concerns in a revised remediation plan, which it shall submit to the Council within 5 Business Days of its receipt of the Council's comments. If no such notice is given, ICBAN's draft remediation plan shall be deemed to be agreed.
 - e. Once agreed, ICBAN shall immediately start work on the actions set out in the remediation plan.
 - f. If a remediation plan cannot be agreed within 5 Business Days then the Council may elect to end the remediation plan process and serve a termination notice.
 - g. If a remediation plan is agreed between the parties, but ICBAN fails to implement or successfully complete the remediation plan by the required completion date, the Council may:
 - i. terminate this Agreement by serving a termination notice; or

- ii. give ICBAN a further opportunity to resume full implementation of the remediation plan.

17. TERMINATION

- a. Without affecting any other right or remedy available to it the Council may terminate this Agreement with immediate effect or on the expiry of the period specified in the Termination Notice by giving written notice to ICBAN if one or more of the following circumstances occurs or exists:
 - i. if ICBAN is in material breach of this Agreement, which is irremediable;
 - ii. if ICBAN is in material breach of this Agreement (where, for the avoidance of doubt, failure to adequately provide the services shall constitute a material breach) and, where such breach is remediable, fails to remedy such breach within 3 days of being notified of such breach;
 - iii. if there is an Insolvency Event; or
 - iv. the Council reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.

18. TERMINATION ON NOTICE

Without affecting any other right or remedy available to it, the Council may terminate this Agreement at any time by giving one month's written notice to ICBAN.

19. WAIVER

- a. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- b. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

20. SEVERANCE

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.

21. ASSIGNMENT AND OTHER DEALINGS

- a. The Council may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement.
- b. ICBAN shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the Council.

22. ENTIRE AGREEMENT AND VARIATION

- a. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- b. No variation of this Agreement shall be effective unless it is in writing and signed by the parties.

23. GOVERNING LAW

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

24. JURISDICTION

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 – SERVICE OBJECTIVES & SPECIFICATION

1. AIMS OF THE SERVICE

ICBAN will provide a service to 8 partner Councils that will deliver the priorities in their agreed Framework of Regional Priorities for the Irish Central Border Region, 2020–2027. This framework permits all areas to work together in developing actions and setting cross border priorities for the region and play a pivotal role in the formation of strategic alliances between key stakeholders in the region. The delivery of the service and projects should contribute to the Council's International Linkages Framework and be consistent with its aims, objectives and standards.

2. PROJECTS FOR FURTHER DEVELOPMENT

ICBAN will continue to develop the following projects for member Councils including

2.1. Interactions

Promote opportunities for MUDC to regularly engage with other member Councils within the ICBAN Partnership, and to discuss opportunities for cross-border co-operation through ICBAN structures, including Management Board (for nominated elected reps) and Council Senior Officers Forum (for Directors / Heads of Service)

2.2. Framework of Regional Priorities Strategy

Implementation of the 'Framework of Regional Priorities' strategy for the Central Border Region

- Promote and advocate on same, targeting key stakeholders in government, political, community and business sectors etc.
- Engage in relevant public consultations in both jurisdictions, using the FRP strategy as the basis for submissions.

2.3. Project Pipeline:

Development of a pipeline of new projects, aligned across the 5 key Pillars / Themes of the FRP, and targeting opportunities for cross-border and regional development funding (including but not limited to Peace Plus, Shared Island Initiative, and Levelling-up / Shared Prosperity, Reconciliation Fund):

- Initiate and review new project opportunities and initiatives, including those linked to the already identified Emergent Catalyst Projects, and transferable concepts such as the 'Border Transition' community-led climate initiative led by ICBAN.
- Progress the development of these new project opportunities and initiatives (under the direction of the ICBAN Management Board and its structures).

2.4. Peace Plus:

Facilitate MUDC and other member Councils in coming together and sharing ambitions and ideas in developing project concepts and opportunities for the Peace Plus programme

2.5. **Broadband Infrastructure**

To utilise the previously completed reports for continued advocacy on regional broadband issues and inadvertent roaming charges.

2.6. **EU Exit**

- Assist the Council in further exploring the opportunities and challenges of the EU Exit.
- Continue to deliver submissions and make representations drawing on the previously completed reports as evidence.

2.7. **Communications**

Provide regular updates on the work and interests of the organisation and cross-border co-operation happening in the Region, through quarterly newsletters, social media updates, reports, and in-person presentations, as required.

3. ROLES AND RESPONSIBILITES

3.1. ICBAN will provide the following services for the Council:

- 3.1.1. ICBAN will deliver a general information service on EU and other funding programmes.
- 3.1.2. ICBAN will assist with project identification, project co-ordination and financial management as agreed for PEACE PLUS and other funding programmes.
- 3.1.3. ICBAN will represent the agreed vision of the region in responding to consultations relating to regional, international and global funds.
- 3.1.4. In implementing its framework ICBAN will lobby for the needs of the cross border region in Dublin/Belfast/London and in Brussels.
- 3.1.5. ICBAN will organise Best Practice Visits of both elected members and officials as and when required.
- 3.1.6. ICBAN will provide elected member and official training and development on EU issues and any other issues as and when required.
- 3.1.7. ICBAN will submit 6 monthly reports detailing progress on all key areas of work and its contribution to Council's International Linkages Framework.
- 3.1.8. ICBAN will administer all structures necessary to manage and implement the funds appropriately.
- 3.1.9. ICBAN will facilitate the involvement of council staff and elected members in its work.

SCHEDULE 2 – FINANCIAL & RESOURCING ARRANGEMENT

The Council has agreed that payment of £15,000 sterling (Fifteen thousand pounds will be paid to ICBAN for organisation costs for year 1 April 2023 – 31 March 2024 (the Charges).

Payment will be released only upon the following condition:

- Submission of an original invoice at a time acceptable to the Council. Copies are NOT acceptable.
- Provision of completed and signed Declaration Form confirming ICBAN has all requisite documentation in place
- The Council will have the right to request repayment of all or part of the assistance if the conditions outlined in this Agreement are not met.

ANNEX ONE**ACCEPTANCE FORM**

I, Shane Campbell, as Chief Executive of ICBAN have read and understood the Council's Service Level Agreement between ICBAN and Mid Ulster District Council.

I agree to comply with the conditions as detailed in these documents and to abide by those principles and procedures in my role as a Chairperson/Chief Executive (delete as appropriate) of ICBAN.

Council Official

Signed:

Position:

Name (Block Capitals)

Date

ICBAN Chief Executive

(delete as appropriate)

Signed:

Position

Name (Block Capitals):

Date

Please sign two copies of this Agreement, one to be returned to Mid Ulster District Council and one to be retained by ICBAN.

MEGA Progress Report (Apr 2022-March 2023)



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

APPENDIX 2

Progress Update Report

The implementation of MEGA's new strategic action plan will deliver outcomes and positive impacts by 2025

Annual Review Number:	1 (SLA Year 1)	Period covered by Review	1 st April 2022 to 31 March 2023
Network Name	MEGA – Manufacturing & Engineering Growth Advancement	SLA Start/End Date	1 st April 2022 – 31 st March 2025
Maria Curran	MEGA Project Director		maria.curran@midulstermega.com

ACTION 1

1. Focus on People

Address the current deficit in human resources available to the manufacturing and engineering sector in Mid Ulster.

- Careers Portal - Collaborate with MUDC to develop a Manufacturing & Engineering online careers portal that showcases MEGA companies; career paths; "a day in the life of"; job vacancies etc.
- School Ambassadors programme rolled out. All ambassadors attend at least 1 school visit per year.
- Schools Projects – Year 1 pilot project with 5 schools/companies. Year 2 & 3 increased to minimum 8/10
- JBO Connections attend 2 MEGA meetings per year
- National diversity. Target marketing in native languages.
- Host an annual MEGA jobs fair targeted at specific recruitment groups.
- Workplace attractiveness. Design a self assessment questionnaire to baseline & score MEGA member working conditions. Consider the facilities necessary to support diversity in the operational workplace. • Encourage members to apply for funding support to address improvement action plans.
- PR & Marketing. Part time marketing resource to handle all social media, website content, PR and marketing activity. • Develop a new communications strategy. • Use PR to address misperceptions of the sector. • Maximise MEGA opportunities for press and media exposure. • Seek media training for key MEGA representatives

MEGA Progress Report (Apr 2022-March 2023)

ACTIVITIES & PROGRESS

- Industry & Education engagement manager visited nearly every post-primary school in Mid Ulster, and several in the bordering areas for a total of 31 schools reached during the 2021-22 academic year. This resulted in a total of 1,270 students being informed about the career opportunities within the manufacturing and engineering sector.
- MEGA Ambassadors also attended post-primary schools: Engineers, HR Managers, Apprentices, Welders, etc. all spoke to students about their roles, what inspired them into the sector and what the highlights are of working where they do.
- Well-attended Education Sub-Committee meeting in May 2022 with 20 attendees: careers teachers, principals, technology & design teachers and industry. Many topics were discussed, such as: parents not wanting their children to take up careers in manufacturing & engineering; apprenticeship deadlines; increasing collaboration with schools & industry.
- The commencement of company tours for careers & technology & design teachers brought 20 teachers from Mid Ulster to industry to raise awareness of the career opportunities within the manufacturing & engineering sector.
- Two career information sessions held in Magherafelt & Dungannon during GCSE exam results day (Aug 22) to help inform students of the career opportunities within the sector.
- Schools newsletter August 2022 sent to all stakeholders highlighting all the industry/education activity that took place over the 2021-22 academic year ie Ambassador programme, Year 11 projects, Year 12 company visits, teacher tours, primary school outreach programme, etc
- MEGA STEAM Train programme was a new initiative over the summer. Industry & Education engagement manager organised and helped deliver 4 summer scheme sessions, during July and August, at the Torrent Complex in Donaghmore. The 240 places were sold out within 48hrs.
- Regular communication with local JBO's and dept for communities on upcoming events and opportunities.
- Recruitment event held in Dungannon, April 2022 to attract foreign national workers. Marketing materials created in four different languages. Poor turn out of potential applicants.
- 37 students now on degree apprenticeship course. Cohort 2 of degree apprentices are of mixed age, background and diversity
- Mentor engaged with 35 industry providers to secure 23 placements. New links established for next year's cohort.
- Article in Irish News and advertisement on Q Radio during GCSE exam week to promote opportunities in the sector and highlight Careers Information sessions.
- On completion of the 6-week welding academy course 85 people were employed at end of July. Currently, 66 welding, 4 engineering alternative role and 15 did not respond to employment update.
- Launched new MEGA website in November 2022. Create links to website on most social media posts. This will help build up engagement on the site. More attractive and appealing structure and more user-friendly for all stakeholders.
- **22 Post primary schools visited** in the last 6 months with **1023 students** received a presentation about the career opportunities in the sector.
- **MEGA Ambassadors** continue to accompany Elita to school visits: Engineers, HR Managers, Apprentices, Welders, etc. all speak to students about their roles, what inspired them into the sector and what the highlights are of working where they do. We are seeing improved alignment between education, training and industry in order to reduce the skills imbalance in NI.
- **7 school projects** underway which allows students to get stuck into hands-on learning within a company and experience first-hand what it would be like to work in a manufacturing & engineering company.
- Ongoing communication with local JBO's and dept for communities on promotion of Level 1 welding course through LMP funding in partnership with SWC. **JBO** rep attended MEGA Attract sub committee meeting January 2023. Maria has regular meeting with Fionnbarr Dorrian Dfc regarding upcoming job fairs and curriculum delivery within the prison service.

MEGA Progress Report (Apr 2022-March 2023)

- MEGA attending **STEP NI Information Mornings** in March in Cookstown, Magherafelt & Dungannon to promote diversity. Elita can communicate opportunities in five different languages.
- **Recruitment event** held in UUM Feb 2023 for potential degree apprentices. 116 attendees for a potential 25 industry jobs.
- MEGA Mentoring Officer has identified and is working alongside 5 'MEGA Champion' Companies to identify problems/difficulties with **workplace attractiveness** including and ranging from Mentoring Cultures to Physical buildings and helping companies to address these.
- All details/evidence of ongoing promotions, events, stories are available on all our social media channels: Twitter (910 followers), LinkedIn (3,402), Facebook (2,300) and Instagram (652). Website is now more attractive and user friendly
- Part time social media expert employed a few hours a week to populate social sites and update website.
- **Radio campaign** to promote sector ran during Apprenticeship Week in Feb 2023

ACTION 2

2. Skills for the Future

Adapt the provision of education of skills development to meet the changing needs of the sector over time.

- Skills demand planning. Conduct an annual survey of members to understand people & skills demands for the 12-18 months ahead. Collaborate with MUDC LMP to inform stakeholders of the rolling 12 – 18 month skills needs.
- MEGA Skills Academy. Create a skills academy to deliver a range of short training courses (eg spray painting; robotic welding; CNC; Hydraulics). Leverage the supply base to loan training equipment & materials
- Digital manufacturing & I4.0. Identify a training partner for digital manufacturing & automation (e.g. Digital Catapult, Dundalk AMTCE) Adopt a clear curriculum relevant to MEGA members. Identify funding opportunities to support member training. Train members in emerging technologies
- Skills investment programme. Signpost and encourage members towards grant support packages available for skills investment (e.g. Skills Advancement Grant for INI clients) 3 year span of project

ACTIVITIES & PROGRESS

- Meeting with Matt Murray, Head of Dept NRC, resulted in discussion leading to creating an apprenticeship course in Magherafelt campus for Sept 2023 intake. (currently only offered in Ballymena campus). This will help companies in that region to steer more students towards apprenticeships and for Mega to attract new members from the Northern region of MUDC.
- NRC, SWC & AMTCE currently completing a course mapping document that Mega will collate and distribute to network members
- 10 companies attended information session in Glenavon on SMDH Project. Business development officer has since engaged with Terex, Specdrum, Muldoon Transport, Edge Innovate, SFM Engineering. Overall long-term impact of engagement in SMDH is the development of digital 4.0 knowledge and skills that support the transition of the sector into a new era of manufacturing.
- 5 companies so far have agreed to get involved in SMDH project. Project team have to provide a solution and then get companies signed up to access their data. (verbally onboard)
- Funding opportunities are available for companies participating in SMDH project
- People & Skills Survey 2023 undertaken in January for MEGA to have baseline information to ensure we are delivering exactly what our cluster of companies require. This year we are focusing on the current skills challenges employers are facing, identifying barriers to building supply of the needed skills, and the skills that will be needed in the future. **39 company responses collectively employing 5,511 people.**
- Based on the results of the survey MEGA will identify key action areas. This data will provide MEGA with statistical information that will enable us to influence policy changes within various government departments and shift dynamics in education and training.

MEGA Progress Report (Apr 2022-March 2023)

- MEGA fed into **LMP Action Plan for 2023-24** referring to results of our People & Skills survey.
- In the absence of a skills academy MEGA have been speaking with 21 training to provide alternative pathways to achieving training in identified gap areas. Partnered with 21 Training to deliver Level 2 in-house training for the following areas: Industrial Painting, Storage & Warehousing Customer services
- MEGA secured funding for upcoming **Assured Skills Welding Academy** starting in late March. 3 academies in total throughout 2023. Assured Skills Welding Academy will bring **36 potential new welders into the sector in 2023**
- **UK Innovate Smart Manufacturing Data Hub Project.** There have been over 100 engagements with companies and over 30 companies are now part of the project. Companies are starting to think about using data to become more efficient and competitive.
- Companies are signposted towards potential funding opportunities that will help to train members in emerging technologies. We regularly share upcoming funding opportunities sent through INI, MUDC and Innovate UK for skills development.

ACTION 3

3. Collaborate to win

- Build strong working relations with key delivery partners and leverage third party resources and budget to the best advantage of MEGA members.
- Education & skills alignment. Build strategic working relationships at board level with funded skills delivery partners (e.g SWC, NRC) Collaborate with operational resource to devise new training and development offerings that are aligned to industry skills demands.
 - Degree apprenticeships. Sustain the Engineering degree apprenticeship. Grow to 30 plus places per year
 - Emerging skills programme. Build networks with Centers of Excellence to understand emerging technologies & skills requirements. Encourage Centers of Excellence to host awareness sessions in Mid Ulster
 - Influence & communicate. Embrace Manufacturing NI as a collaboration partner to manage communications and influence with Government.
 - MSW economic engine. Build relationships with the MSW programme team and stay abreast of developments under the Growth deal
 - Assign two MEGA representatives to the ESIC working group
 - NI Makers Alliance. Maintain representation with the Makers Alliance and provide periodic updates on MEGA activities and successes.

ACTIVITIES & PROGRESS

- Meeting with Ciaran McManus, SWC & Matt Murray, NRC August 2022 to devise new training and development offerings ie SWC – Business in Engineering course NRC- Apprenticeships in Magherafelt campus
- Collaborating with Ryan Harkin, Justin Quinn UU to deliver CRF funded Engineering Skills Catapult for development of degree apprenticeship
- Mentoring officer collaborates regularly with UU, mentors, students, industry to ensure the provision of equal training and support opportunities
- SMDH Project - Improved industry cohesion through links with Cambridge, Catapult, Ulster University, Hartree, Manufacturing NI will lead to improved industry collaboration to promote the overall competitiveness of the Mid-Ulster region in a global marketplace.
- Maria invited by Manufacturing Ni to take part in Q&A at the Leadership Summit Anchor High on 12th May 2022. New connections made within the sector and companies throughout NI more aware of the work being undertaken by the MEGA network.
- Darragh Cullen will contribute to the NI wide manufacturing agenda on behalf of Mega members and ensure our voice is heard when industrial strategy is being devised by Makers Alliance
- After months of negotiation between industry and **NRC**, MEGA helped secure 2 new engineering apprenticeship offerings to start in September 2023 in NRC campus Magherafelt:
 - Level 2 Engineering
 - Level 3 Advanced Engineering

MEGA Progress Report (Apr 2022-March 2023)

- Members of MEGA board & team visited **Ulster University Belfast** campus new engineering dept and dept leads gave us an overview of their current courses
- Industry survey completed with companies regarding **QUB** apprenticeship opportunities. Follow up meeting with QUB to discuss HLA apprenticeships at undergraduate level and post graduate level. Decision made to move forward with **Level 7 MSc Apprenticeship** in Mechanical Engineering with Business Management. Currently waiting on a response from Dfe
- Currently 37 degree apprentices on the level 6 course. Hosted a half day training between Ulster University, the Department of the Economy and MEGA Mentors. 45 people attended.
- 116 attendees at degree apprenticeship information/recruitment event in Magee in Feb 2023. To date over 40 applicants for Sept 2023 entry. Closes 31st March
- Accredited MEGA Mentor Programme launched and continues to be rolled out and jointly facilitated between SWC and MEGA every Thursday. Cohort on has 13 member companies participating.
- MEGA Chair Darragh Cullen and Maria Curran met with Secretary of State Chris Heaton- Harris to discuss the urgency for investment in skills and policy changes to ensure our education system and training system is flexible and adaptive to meet the needs of our economy. We are asking government to invest significantly more for the next 3 to 10 years in skills and training in readiness for the 10x Economy.
- Provided an overview of MEGA's work with primary and secondary school students to the Task and Finish Group at QUB in January 2023. Sent Claudine McGuigan MSW coordinator our Education & Industry Newsletter.
- Several MEGA companies, including Edge, Nugents, Bloc, Terex, attended Mid South West Economic Engine event Jan 2023. Over 50 companies met in Craigavon to play their part in shaping the vision, direction, and ambition of the Region's Growth Deal as part of the ongoing industry consultation and engagement.
- Darragh Cullen as Chair of MEGA attended Makers Alliance meeting in Feb 2023.
- 62 people/48 members attended the **MEGA Directors Breakfast** on the 8th November. Manufacturing NI and Makers Alliance among invited guests. Members reported this to be an excellent networking opportunity for all companies and insightful into the current challenges including energy, sustainability, automation, innovation and International growth.