



## Minutes of Meeting Mid Ulster Labour Market Partnership (LMP)

**Date:** Thursday 14<sup>th</sup> September 2023

**Time:** 10.00am

**Venue:** Via Microsoft Teams

**Present:**

<b>Industry</b>	Damian Power, LMP Chair (Engineering) Julie McKeown, LMP Vice Chair (Construction) Sinead McErlain (Manufacturing) Jill Robb (IT/Creative Services & Online Retail)
<b>Education Sector</b>	Catherine McHugh (St. Patrick's College, Dungannon) Cheryl Lane (Northern Regional College) Anna Egner (Northern Regional College) Padraig McNamee (South West College) Fintan McCann (CAFRE)
<b>JBOs</b>	Lorna Currie (Cookstown Jobs & Benefits Office) Gemma Devlin (Dungannon Jobs & Benefits Office)
<b>Public Sector</b>	Joanne Fitzgerald (Department for Economy) Cathy Lavery (Southern Health Trust) Lindsey Taylor (Northern Health Trust) Darran Long (Invest NI) Ciaran O'Kane (Invest NI)
<b>Community Sector</b>	Fintan McAliskey (STEP NI)
<b>Elected Members</b>	Clr Dominic Molloy (Mid Ulster District Council) Clr Deirdre Varsani (Mid Ulster District Council)
<b>Trade Union</b>	Paula Kelly (Trade Union)

**In Attendance:**

<b>MUDC Officers</b>	Marissa Canavan (Director of Organisational Development, Strategy & Performance) Paul McCreedy (Strategic Programmes Service Manager) Martina Totten (Social Inclusion Manager) Shelly Grimes (Labour Market Partnership Manager) Catherine McMenamin (Labour Market Partnership Administration & Finance Officer)
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<b>Apologies:</b>	<p>Frances Herron (Dungannon Jobs &amp; Benefits Office)          Amanda McFarland (Dungannon Jobs &amp; Benefits Office)          Angela Givan (Emerson)          Ethna McNamee (Invest NI)          Cllr Dan Kerr (MUDC)          Fiona McKeown (MUDC)          Celene O' Neill (MUDC)</p>
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### **1. Welcome & Apologies**

D Power welcomed everyone to the meeting.

D Power acknowledged that a number of key stakeholders had updated their representative on the board and invited new members to introduce themselves.

### **2. Conflict of Interest Declaration**

None declared.

### **3. Minutes of the last meeting held on 10<sup>th</sup> March 2023**

The minutes of the meeting held on 10<sup>th</sup> March 2023 were proposed by F McAliskey and seconded by Lorna Currie.

### **4. Matters arising**

There were no matters arising from the minutes of the previous meeting dated 10<sup>th</sup> March 2023.

### **5. Manager's report**

S Grimes shared a short explainer video to Mid Ulster LMP and advised that the video along with two shorter videos would be used for promotional activity going forward.

She updated the board on funding for LMPs in Northern Ireland. S Grimes thanked everyone who responded to the Equality Impact Assessment (EQIA) on DfC's proposed plans for budget cuts and advised that 189 responses were submitted to the department with the majority being in relation to the potential cuts to LMP funding for 2023/24. As a result, funding was reinstated in late July 2023. She reported that Council received a letter of offer from the department on 28 July 2023 for £369,005.21 to support delivery of the 2023-24 Action Plan.



S Grimes reported that the LMP team have commenced procurement for delivery of the 2023/24 academies and programmes.

She provided an overview of the employment outcomes to date for the 2022-23 Action Plan:

- **Sector Focused Employability Academies- 51**
- **HGV/Transport Academy- 21**
- **Employer Led Disability Inclusion Programme- 12**
- **Registered Childminder Academy- 5**
- **Jobs Fair Events - 25**

S Grimes highlighted how positive it is to have 114 people back into the labour market and the impact that Mid Ulster LMP's work is having on the local employment rates.

She reported that the Mid Ulster Employability and Skills Register has been developed by the LMP team and is near to final sign off. This register details a comprehensive range of regional and local employability and skills delivery organisations and initiatives to provide stakeholders, including employers and residents with a complete understanding of the existing support landscape for employers, the unemployed, economically inactive, or those who are employed but wish to reskill/upskill to access better quality employment.

Once sign off has been received, the document would be circulated to all staff and made available to all residents and businesses via a download option once LMP web pages have been updated. The document will be kept up to date on a quarterly basis and used to signpost individuals.

S Grimes provided an overview of the programmes to be delivered under the 2023/24 Mid Ulster LMP Action Plan:

- ***Sectoral Academies in following sectors:***
  - Construction
  - Health and Social Care/Classroom Assistant
  - Tourism and Hospitality
  - HGV Academy
- Employer Led Disability Inclusion Programme
- Women Returners Programme
- Employer Engagement Programme

S Grimes stated that all the programmes would aim to improve employability outcomes and labour conditions at a local level.

S Grimes updated on other ongoing activity and advised that three local Jobs Fair that have taken place with the JBO offices in Cookstown, Magherafelt and Dungannon. She also advised that a large regional Jobs Fair event is scheduled for early 2024 with details to be confirmed.



S Grimes reported on the 'Tech for Future Event' to be held in South West College in Dungannon on 4<sup>th</sup> October 2023. This event is aimed at post primary school pupils and their parent/s to avail of advice and guidance in relation to the need for IT roles in the Construction, Manufacturing and Engineering sectors in the district and asked that board members encourage participation of both businesses and students.

D Power asked if there were any questions.

S McErlain queried if the All-Age Apprenticeships would have an impact on LMP programmes. In response S Grimes advised that a huge impact is not anticipated as the LMP Sectoral Academies are shorter qualifications and there is sufficient demand for individuals to participate in LMP support programmes.

S McErlain welcomed the report and the positive outcomes from all programmes.

D Power discussed the positive outcomes to date from the 2022/23 LMP Programmes and acknowledged that we can now see the tangible benefits of supporting and moving local residents into employment that may otherwise not have been able to.

## 6. Multiply Project

S Grimes stated Mid Ulster Labour Market Partnership along with all other LMPs in Northern Ireland have been approached by Department for Economy (DfE) on behalf of Department for Levelling Up, Housing and Communities (DLUHC) to potentially deliver a 'Multiply Programme'.

S Grimes highlighted a key element in all of this is timescales, with less than two years to design and deliver any interventions. DfE recognise the need to work in partnership with local government and, as such, have identified LMPs as an ideal vehicle through which Multiply could be delivered in Northern Ireland.

S Grimes shared a list of possible Multiply initiatives with meeting members and advised that all initiatives must be numeracy based as part of the conditions stipulated by DLUHC:

- **Maths for speakers of other languages** – for non-English speakers, this award would provide a qualification or place individuals on pathway to improving numeracy and language skills.
- **Engaging Mature Learners - Making It Count** – Target specifically over 40's, who have some of the lowest numeracy skills in Northern Ireland, with pastoral and additional support structures to complete informal training or to gain a numeracy related qualification.
- **Counting on you - Industry Upskilling** – Numeracy classes in the workplace with additional support to gain a qualification or informal recognition of numeracy learning.



- **Numeracy Boot Camps** – Short term numeracy learning through real life issues (nutrition, household finances, sport, pensions etc). Short courses, informal recognition, sign posting to formal qualifications.
- **Bring your grown up** – Numeracy programme through community and educational settings for children and parents to learn numeracy together.
- **Multiply officers** – to promote and engage with community groups and employers to take advantage of existing and new numeracy provision.
- **Numeracy champions** – Appoint, train and support numeracy champions across the community and voluntary sector, to lead on multiply schemes, managed through local government.

S Grimes reported that programme development is very much at planning stage but requested agreement in principle from the LMP Board to participate in the delivery of a potential Multiply Programme in Northern Ireland.

F McAliskey stated that councils leading Multiply using the LMP as a delivery mechanism is a good idea. He also highlighted that there is a need for financial literacy in local areas and these initiatives would benefit a large number of residents.

C Lane highlighted that the Strategic Alliance Group deliver similar programmes so it would be important to ensure there are no discrepancies and or duplication.

C McHugh mentioned to F McAliskey about the 'Money Matters' programme which is implemented through Young Enterprise which may be of use to some of STEP NI's service users. She agreed to forward details to F McAliskey.

D Power proposed the Multiply Programme to the LMP Board members and asked for approval.

D Power asked if anyone was against this motion. No objections therefore motion carried through.

S Grimes advised that full Council Approval would be required to participate in the delivery of Multiply and an update would be provided at the next meeting.

## 7. Membership Review

P McCreedy reminded the partnership that it is a departmental requirement to complete an internal audit on the LMP every year. He reported that an audit completed in June 2023 gave a 'satisfactory' assurance in terms of governance, risk management and control and acknowledged the work of the LMP team.

P McCreedy further advised that an earlier audit in 2022 recommended that membership is reviewed and updated in line with each council term or as and when needed in the interim. He reported that following the local elections in May 2023, several new councillors have been nominated to the LMP board and there have also been some changes in representatives of member organisations.

P McCreedy reported that an updated membership spreadsheet would be issued to members to review in terms of any potential gaps in representation. He stated the



importance of the LMP being reflective of Mid Ulster in terms of the public, private and community sectors and an update would be provided at the next meeting.

**8. Any other business**

S Grimes advised if members have any questions regarding topics discussed today or any other matters to contact the LMP Secretariat.

She also mentioned that the LMP annual report 2022/23 and Summary Action Plan 2023/24 would be available on the Council's website.

**9. Date of next meeting**

It was agreed to hold the next meeting in person in November 2023.

D Power thanked everyone for their participation and attendance at the meeting.

The meeting ended at 10.50am.

## APPENDIX 2

Mr Adrian McCreesh  
Chief Executive Officer  
Mid Ulster Council  
[adrian.mccreesh@midulstercouncil.org](mailto:adrian.mccreesh@midulstercouncil.org)



Adelaide House,  
39-49 Adelaide Street  
Belfast  
BT2 8FD  
02890 257439  
email: [richard.leeman@economy-ni.gov.uk](mailto:richard.leeman@economy-ni.gov.uk)

**Date:** 7 December 2023

Dear Mr McCreesh

### **Mid Ulster Council NI Business Start-up Programme Performance 2023/24**

As you are aware the Department has the responsibility of monitoring performance in relation to the NI Business Start-Up Programme against statutory targets set out in the Local Government (Performance Indicators and Standards) Order (Northern Ireland) 2015.

The GoForIT programme has now ceased with the new 'Go Succeed' service launched in November 2023. The Department is therefore only monitoring the Council GoForIT performance up until 30 September 2023. New performance targets along with a new monitoring process are currently being developed and agreed with the Councils. I am writing to confirm your audited performance for the first 6 months of 2023/24, which represents the last 6 months of the GoForIT programme.

#### **2023/24 Performance**

The overall programme performance has exceeded its revised statutory 6-month target of 785 jobs created with 890 jobs created, in the period leading up to 30 September 2023. This is a noteworthy achievement given the effects of the transition to a new Go Succeed service, and reflects very well on the collective work of councils to promote support for business start-ups in their areas over the period.

**10X**

**DECADE OF  
INNOVATION**



In relation to your own performance, the figures for 2022/23, along with your statutory target are set out below.

<b>Statutory Jobs Target</b>	<b>Total Jobs Created 2022/23</b>	<b>Target Variance</b>
77	80	+3

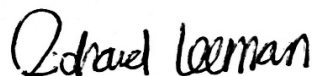
### **Future Development of Performance Indicators and Standards**

DfE will engage with councils on how the new Go Succeed Service, is to be monitored under the 2015 Order, with effect from 13<sup>th</sup> November 2023.

If you have any queries about any matters referred to here, please contact my team by email at [DfE-Entrepreneurship@economy-ni.gov.uk](mailto:DfE-Entrepreneurship@economy-ni.gov.uk).

We wish you the best with the Go Succeed service.

Yours sincerely,



**Richard Leeman**  
**Head of Entrepreneurship Branch**

**Copied to:**  
Ms Fiona McKeown  
Director of Economic Development  
[fiona.mckeown@midulstercouncil.org](mailto:fiona.mckeown@midulstercouncil.org)



## NORTH WEST DEVELOPMENT OFFICE

Mr Adrian McCreesh  
Chief Executive  
Mid Ulster District Council  
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Cookstown  
BT80 8DR

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Email: [Sharon.mcgowan@communities-ni.gov.uk](mailto:Sharon.mcgowan@communities-ni.gov.uk)

Our ref: NWDO/W/RV/MU/01/23

Date: 06 December 2023

Project Reference No	NWDO/W/RV/MU/01/23
Project Applicant	Mid Ulster District Council
Project Title	Mid Ulster Town Business Spruce Up Scheme 2023/2024
Amount of Grant	£200,000.00
Period of Grant	06 December 2023 – 30 September 2024
Financial Systems & Controls Assessment rating ( If appropriate)	Governance Statement Declaration in place.

Dear Adrian

### 1. Award Approval

The Department for Communities (“the Department”) is pleased to inform you that your application for Grant funding towards the above project/service has been successful.

Your application is approved on the basis of the details set out in the application form, which you completed on 04/12/2023 and any other detail provided throughout the assessment process prior to the date of this letter. Specifically, Grant is offered on condition that the project delivers its aims and produces the agreed performance targets/outputs and pattern of expenditure set out in this Contract for Funding. Approval is subject to your acceptance of all the conditions set out in this letter.

## 2. Definitions

In this Letter:-

**“the Organisation”** means Mid Ulster District Council.

**“the Project”** means Mid Ulster Town Business Spruce Up Scheme and as further defined under capital items below.

**“the Grant”** means a sum up to a maximum of £200,000.00 (see Section 19 – Breakdown of Grant Award) of which:

**“capital items”** means an amount up to £200,000 towards a MUDC Town Business Spruce Up Scheme, to include (but not limited to) External Works, to include power washing, painting, repairs to guttering, windows, doors, signage and shutter art; and Internal Works, to include reconfiguration to improve public accessibility.

**“the project start and completion date”** means the day by which the project must start and be completed so as to achieve the performance outputs as specified in paragraph 3 below.

**“the performance outputs”** means the performance outputs specified in the Schedule hereto (see section 18);

**“the equality legislation”** means the statutory provisions from time to time in force in Northern Ireland in relation to discrimination on the grounds of race, disability, sexual orientation, gender or political opinion;

### **3. Funding Period and Termination**

The Organisation shall not commence the Project before 06 December 2023 and shall end the Project no later than 30 September 2024.

The Organisation should carry out and complete the Project in order to achieve the Performance Outputs by 30 September 2024. The final claim for payment should be submitted as soon as possible after the project end date.

The Department shall be under no obligation to make payment on foot of any claim received after the expiry of a period of 3 months from the Project completion date in the case of revenue and equipment Grants, or in the case of construction and refurbishment Grants, the expiry of a period of 12 months from the project completion date.

The Department reserves the right to terminate this Contract for Funding at any time by giving 3 months written notice to the Organisation of termination. Any liabilities properly incurred or earned before the date of termination will be payable by the Department in accordance with the terms of this Contract for Funding.

### **4. Preconditions**

Prior to the release of the Grant under this Contract for Funding the Organisation shall:

- 1) Ensure that all aspects of the programme are procured in accordance with agreed guidance.

## 5. Default

If:-

- (i) any information provided by the Organisation or any representative of the Organisation in connection with or for the purposes of this contract and whether before or after the date of this letter is misleading or incorrect in any material respect;
- (ii) the Organisation is in breach of any obligation on the part of the Organisation contained in this letter and such breach is incapable of remedy or if capable of remedy remains unremedied for a period of 30 days after written notice by the Department;
- (iii) an order is made or an effective resolution is passed for the winding up of the Organisation or a Receiver is appointed over the undertaking or a material part of the undertaking of the Organisation;
- (iv) the Organisation is unable to pay its debts within the meaning of Article 103 of the Insolvency (NI) Order 1989;
- (v) an administration order is made in respect of the Organisation,

then in any such event or events the Department shall be under no obligation to make any payment or further payments of the Grant and the Organisation shall forthwith on written demand by the Department repay the whole of the amount of the Grant paid under this letter or such lesser amount as the Department may at its sole discretion so determine. Furthermore in the event of the Organisation defaulting under section 5 (i) of the contract, criminal proceedings may be instigated against the Organisation under Article 4 of the Social Need Order (NI) 1986 as the Department may at its sole discretion so determine.

## 6. Grant Conditions

- (i) The Grant (a breakdown of which is set out in the Schedule hereto) shall only be made in response to claims in writing using the Department's official claim form.
- (ii) Claims for the Grant to the extent that they relate to expenditure by the Organisation on equipment, goods and services shall be accompanied by original receipts or paid invoices identifying such equipment or goods by reference to model or serial number or such other evidence as is acceptable to the Department for such expenditure.  
**NB The only exception to supplying original receipts with the Claim for Payment is where it has already been agreed with the Department that vouching will be carried out during verification visits.**
- (iii) The Grant towards agreed revenue or capital items may in exceptional circumstances be made in advance and claims in respect of such items shall accordingly be accompanied by an estimate of the expenditure on such items which the Organisation expects to incur during the period (which shall not exceed 3 months) to which the claim relates. Where payment is made in advance, original invoices in respect of actual expenditure incurred must subsequently be sent to the Department within agreed timescales. The Department will then make adjustments as necessary to the next claim. All further claims shall also be accompanied by verified evidence acceptable to the Department including **original** receipts and invoices for expenditure on such items during the immediately preceding claim period.
- (iv) Grant shall only be payable in respect of goods or equipment which are new, unless prior written consent from the Department is obtained.
- (v) Grant shall not be payable in respect of VAT recoverable by the Organisation.
- (vi) A dedicated current account must be maintained for the disbursement of all project expenditure. Details of the account must be provided on the

form provided with this letter. The Grant will be paid directly into this bank account. The bank account should be identified as a Departmental funded project account and must be maintained by the Organisation for the purposes of the Project.

- (vii) Organisations involved in the delivery of multiple projects may already have a financial system using cost centres rather than multiple bank accounts. Such organisations may wish to negotiate with the Department to retain this system for the purposes of managing the project. These negotiations will require the Applicant to demonstrate to the Department's satisfaction that the systems in place guarantee a clear audit trail with regard to all aspects of the project finances. Should subsequent system checks reveal that the Department's requirements are not being met in this respect then the use of a dedicated bank account will become mandatory.
- (viii) The Department will make every effort to pay claims promptly but accepts no liability in respect of loss attributable to delay in the payment of claims or to any suspension, reduction or cancellation of Grant.

## 7. General Conditions

The Organisation shall:-

- (i) **grant use** - apply the Grant solely for the purposes of carrying out and implementing the Project;
- (ii) **changes** - immediately inform the Department in writing of any circumstances which will or may affect the ability of the Organisation to carry out the Project; (Examples include: major changes to the project; the potential failure to meet agreed outputs/targets; posts becoming vacant through sickness; Maternity Leave; and any change in the financial relationship with any other funder, including cessation or reduction in other funders' awards; This list is not exhaustive)

- (iii) immediately inform the Department in writing of any proposed change to the overall expenditure for the project or profile amounts for each category of expenditure as set out in the Breakdown of Costs/ Expenditure Schedule. \*Organisations should note that the Department will only consider re-profiling in exceptional circumstances and transferring of funds, secured with the agreement of the Department, will be restricted between similar categories of expenditure;
- (iv) not without the prior written consent of the Department vary or alter the Project; its use, financing or ownership; start and end dates;
- (v) **constitution** - not alter or vary its memorandum or articles of association without the prior written consent of the Department;
- (vi) **assignment** - not without the prior written consent of the Department assign or in any way encumber this contract for funding or any benefit derived or to be derived by the Organisation under it;
- (vii) **duplicate funding** - not seek, or make any application for or accept any financial assistance from any other Government Department, Agency or other funding body in respect of the expenditure for which Grant is or may be payable under the terms of this letter; provided always that the provision shall not apply to financial assistance which may be payable by another funding body but the Department shall be entitled to reduce the Grant available under this letter by an amount if equal to such financial assistance;

You have confirmed to the Department that the following funding is in place for this project;

1. £20,000 contribution from MUDC  
(£15,000 Independent Architect / £5,000 Marketing & Promotion)
2. A 20% contribution from successful applicants to the scheme.

**You must advise the Department immediately if there are any changes.**

- (viii) **insurance** - insure any items of an insurable nature which have been obtained with the benefit of the Grant to the full replacement value thereof and furnish the Department with copies of all relevant policies of insurance on demand by the Department;
- (ix) insure in the name of the Organisation all buildings or premises which are now or may in the future be erected and/or grant aided, against loss or damage by fire or theft, for a sum equal to the cost of their reinstatement or replacement and keep the same so insured;
- (x) if the buildings or premises so insured, are in any part thereof destroyed or damaged, expend without delay the monies received under such insurance in rebuilding, reinstating or replacing the same;
- (xi) **maintenance** - maintain in good condition all property, equipment, machinery, furniture, fixtures and fittings and assets which the Department has funded or part funded;
- (xii) **inventory of assets** – establish and maintain an inventory of all fixed assets acquired, built or improved wholly or partly using the Department's Grant, whether owned by the applicant or third parties. An asset is defined as an item that will not be used up within 12 months and which is not intended to be sold before the end of its useful life. The inventory should show the date of purchase; description of the asset; net price paid; location of the title deeds; serial or identification numbers; location of the asset; date of disposal; and sale of proceeds net of VAT.
- (xiii) **disposal of assets** – not dispose of any asset without the prior authorisation of the Department. If any asset obtained with the benefit of the Grant is disposed of within 4 years from the date of acceptance of this letter, the Organisation shall, on demand, repay to the Department so much of the Grant as the Department considers is reasonable;



- (xiv) **financial controls** - establish and maintain effective financial control systems in relation to its operations generally but specifically in relation to the Project
- (xv) maintain proper and effective accounting records which identify individual financial transactions relating to the Project, including original invoices and receipts;
- (xvi) **provision of records** - from time to time upon request by the Department furnish the Department or the Comptroller and Auditor General for Northern Ireland with all such financial accounting and other information relating directly or indirectly to the Project as the Department or the Comptroller and Auditor General for Northern Ireland may request. Original documents or verified true copies must also be produced upon request. Failure to produce the original documents or satisfactory agreed substitutes could result in requests for repayment of Grant;
- (xvii) **access** - permit the Department, the Departments Agents and the Comptroller and Auditor General for Northern Ireland to enter upon any premises owned or occupied by the Organisation for the purpose of inspecting any asset or accounting record relating to the Project.
- (xviii) **retention of records** - ensure that all records and information relating to the implementation of the Project and its financing are retained for a period of not less than 7 years following the last payment of Grant under this letter and make any such record available to the Department and the Comptroller and Auditor General for Northern Ireland for inspection upon request by the Department or the Comptroller and Auditor General for Northern Ireland. If you intend to claim Grant on eligible expenditure made by others acting on your behalf you must ensure that you have a legally binding agreement with them which specifies what information is to be provided and when. You must ensure that those acting for you have original documentary evidence to support all the payments they make for you and for which you wish to claim Grant;
- (xix) **publicity** - include appropriate references to the assistance made available by the Department to the Organisation under this letter in any

publicity or brochures or other material produced by or on behalf of the Organisation and in which the Project is mentioned.

In addition the Organisation will provide copies of all publicity material relating to the project including press cuttings, advertisements or other relevant details. Adequate advance warning should also be given of forthcoming events and/or launches etc. The Department shall be entitled to publish details of the assistance referred to in the Contract for Funding at such times and in such a manner as it may decide. The Organisation shall provide any further information about the project requested by the Department and shall permit the publication of that and any other related information.

- (xx) **data protection** - acknowledge that information on applications and claims for payment for Grant assistance is stored on computer and in accordance with the Data Protection Act (DPA) 2018, and that such information may be subject to the Freedom of Information Act 2000; in addition this shall include any applicable national implementing Laws as amended from time to time including (i) the General Data Protection Regulation (GDPR) and the Law Enforcement Directive (LED) and (ii) Data Protection Act (DPA) 2018 to the extent that it relates to processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy;
- (xxi) **overpayments** - shall repay the Department any overpayment forthwith on first demand or becoming aware that Grant has been overpaid, whichever first occurs;
- (xxii) **political or religious** - ensure that the Grant shall not be used for the purpose of or in anyway connected with the promoting of any political party or religious viewpoint. No aspect of the activity being funded should be party political in intention, use or presentation or likely to be perceived as discriminatory. Any activities, such as campaigning, by the Organisation must be in furtherance of, and ancillary to, its main purpose.
- (xxiii) **training** - attend and participate in such workshops and training sessions as the Department deems appropriate.

- (xxiv) **statutory charges (capital projects)** - acknowledge that the conditions of repayment of financial assistance may in accordance with Article 4(8) of the Social Need (Northern Ireland) Order 1986, be a Statutory Charge upon the property;
- (xxv) **legislation** - comply with the equality legislation to the extent that the same applies to the Organisation. No aspect of the activity being funded should be party political in intention, use or presentation or likely to be perceived as discriminatory on the grounds of race, disability, sexual orientation, gender or political opinion. Any activities, such as campaigning, by the Organisation must be in furtherance of, and ancillary to, its main purpose;
- (xxvi) **liability** - by accepting this letter acknowledge that the Department accepts no liability to the Organisation other than as expressly provided for, in and subject to, the terms and conditions stated in this letter. Further, the Organisation shall indemnify the Department against all actions, proceedings, costs, claims, demands and liabilities arising out of, in respect of, or in connection with this letter, caused or contributed to by the negligence or default of the Organisation, or by any circumstances within its control.
- (xxvii) **employment** - the Department accepts no responsibility or liability for the staff employed on the Project. The Applicant shall be the employer of staff required for the Project and shall be responsible for all matters in connection with their employment. The Applicant shall comply with the requirements of all EC Directives and legislation from time to time in force relating to working conditions, health and safety at work etc. The Applicant shall comply with the requirements of the Sex Discrimination (NI) Order 1976 and 1988, the Fair Employment and Treatment (NI) Order 1998, the Race Relations (NI) Order 1997, the Disability Discrimination Act 1995 and Section 75 of the Northern Ireland Act 1998 and any enactments amending, extending or replacing the same.
- (xxviii) **conflict of interest** – declare any actual or potential Conflicts of Interest which could exist as a direct consequence of the Organisation’s use of

the funding to be provided by the Department and record same in a Register of Conflicts.

- (xxix) **Charity law** - ensure that the organisation, operates within, and meets its obligations under charity law in Northern Ireland and further promotes, where relevant to the project, the charitable sector's obligations under the Charities Act (Northern Ireland) 2008.
- (xxx) **Public Accounts Committee** – attend Public Accounts Committee hearings on request and fully co-operate in an honest and candid manner at such hearings.
- (xxxii) **Government Funders Database – requirements for Government Departments, NDPBs and Councils etc.** Ensure that any award to a Voluntary & Community Sector organisation made from this funding is recorded on the Government Funders Database no later than 4 weeks from the date the award is made.
- (xxxiii) **child protection and safeguarding vulnerable adults** – The grant recipient must provide assurance that they have a Safeguarding Policy in place, and confirm that they operate effective procedures and controls, including appropriate checks, to ensure the safeguarding and protection of children and vulnerable adults.

## **8. Fraud**

- (i) The organisation (and/or its representatives) may be prosecuted if it fails, without reasonable excuse, to comply with any condition subject to which financial assistance has been given to the organisation requiring it to inform the Department of any event whereby the financial assistance becomes repayable.
- (ii) The Department may by notice require the organisation to furnish to the Department such information, or to produce for examination on behalf of the Department such books, records or other documents, as may be specified in the notice for the purpose of enabling the Department to

determine whether any condition subject to which the financial assistance is given is satisfied or is being complied with or whether the financial assistance has become repayable in whole or in part in accordance with any such condition.

- (iii) The organisation (and/or its representatives) may be prosecuted if in purported compliance with a notice issued under paragraph (ii) it knowingly or recklessly makes any statement or produces any document which is false in a material particular.
- (iv) The organisation (and/or its representatives) may be prosecuted under Article 4 of the Social Need Order (NI) 1986, if without reasonable excuse, it fails to comply with a notice under paragraph (ii).
- (v) It will be the responsibility of the Organisation to take whatever action is necessary to minimise the risk of fraud and to notify the Department immediately of any instances of attempted, suspected or proven fraud. Following a Departmental investigation all instances of suspected fraud will be reported to the Police and criminal proceedings may be instigated if deemed appropriate.

## **9. Sharing of Information**

All Government Departments, Agencies and other funding bodies may share information to enable them to prevent and detect fraudulent applications and to co-ordinate the processing of complementary applications. Accordingly, information provided by the Organisation during the application and assessment process, monitoring returns and any other information provided by the Organisation may be made available to other Departments/Agencies for the purpose of ensuring the accuracy of information and preventing or detecting crime. Such information may also be placed in the public domain.

## **10. Monitoring & Evaluation**

The Department may from time to time monitor and evaluate the Project by reference to the Performance Outputs and the Organisation shall provide such information and assistance for these purposes as the Department may request.

The Department may also from time to time require the Organisation to provide evidence that the Organisation have fulfilled their statutory obligation in relation to HMRC in respect of PAYE and National Insurance contributions.

## **11. Withholding of Grant**

If the Department has instructed an investigation to be carried out in relation to the Project, the Department shall be entitled pending the outcome of any such investigation to withhold payment of the Grant or any part or parts thereof; provided always that payment of the Grant shall be reinstated as soon as is reasonably practicable after the conclusion of the investigation unless an event of default under paragraph 5 has occurred.

The Department may withhold all or part of the Grant and may require all or part of the Grant to be repaid if it considers that you have not complied with any of the terms and conditions in this Contract for Funding.

## **12. Notice**

Any letter, notice or demand by the Department shall be sufficiently served on the Organisation if it is delivered by hand at, or sent by post to, the Organisation's last known address.

## **13. Duration**

The obligations of the Organisation under this letter shall remain in force for a period of 4 years following the date of acceptance of this letter; with the exception of 7 (xviii), which shall remain in force for a period of 7 years

following the date of the last payment of Grant under this letter in line with legislative requirements.

#### **14. Acceptance**

This letter is issued in duplicate and accordingly if the Organisation is prepared to accept the foregoing offer please return one complete copy of this letter duly signed and dated on behalf of the Organisation.

In accepting this offer the Organisation is agreeing to comply with the conditions contained in this letter and any guidance that the Department subsequently issues.

This letter may be made available to other Departments/Agencies and other funding bodies for the purposes of preventing or detecting fraud.

#### **15. Availability**

**The foregoing offer shall remain open for a period of 4 weeks from the date of this letter. Failure to return one complete copy of this letter duly signed and dated on behalf of the Organisation within this period shall result in the offer being deemed as withdrawn.**

Yours sincerely

A handwritten signature in black ink that reads "Sharon McGowan". The signature is written in a cursive style with a large, stylized 'S' and 'M'.

**Sharon McGowan**  
**North West Development Office**

## OFFICIAL GRANT ACCEPTANCE

Project Reference No	NWDO/W/RV/MU/01/23
Project Applicant	Mid Ulster District Council
Project Title	Mid Ulster Town Business Spruce Up Scheme 2023/2024
Amount of Grant	£200,000.00
Period of Grant	06 December 2023 – 30 September 2024

I \_\_\_\_\_ have authority **on behalf of**  
*(Name of Chief Executive in Block Capitals)*

**MID ULSTER DISTRICT COUNCIL**  
*(Name of Organisation in Block Capitals)*

to accept the offer of Grant set out in the letter dated **06 December 2023** and agree to deliver the above project on the terms and conditions therein.

\_\_\_\_\_  
**Signed by**  
**(Chief Executive)**

\_\_\_\_\_  
**Witnessed by**  
**(Official)**

\_\_\_\_\_  
**Name in Block Capitals**

\_\_\_\_\_  
**Name in Block Capitals**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**



**BANK DETAILS**

Project Reference No	NWDO/W/RV/MU/01/23
Project Applicant	Mid Ulster District Council
Project Title	Mid Ulster Town Business Spruce Up Scheme 2023/2024
Amount of Grant	£200,000.00
Period of Grant	06 December 2023 – 30 September 2024

**Please complete Bank details below.**

**Name of Organisation:** \_\_\_\_\_

**Name of Account:** \_\_\_\_\_

**Bank Name :** \_\_\_\_\_

**Bank Address:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Sort Code:** \_\_\_\_\_ **Account Number:** \_\_\_\_\_

\_\_\_\_\_  
**Signed by**  
**(Chief Executive)**

\_\_\_\_\_  
**Witnessed by**  
**(Official)**

\_\_\_\_\_  
**Name in Block Capitals**

\_\_\_\_\_  
**Name in Block Capitals**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

## 18 Project Targets and Output Measures

<b>Target Date:</b>	31 January 2024	<b>Output Measure:</b>	Initial Stakeholder meeting
<b>Target Description:</b>	Arrange a meeting with all stakeholders to commence the project and monthly thereafter.		
<b>Target Date:</b>	31 March 2024	<b>Output Measure:</b>	Contracts Issued
<b>Target Description:</b>	Applications issued, returned, and assessed. Contracts issued to a minimum of 50 Property Owners/Tenants and deliver 20% match funding from Property Owners/Tenants for the property improvements.		
<b>Target Date:</b>	30 September 2024	<b>Output Measure:</b>	After Photos and/or Construction Works completed
<b>Target Description:</b>	To deliver high-quality external and/or internal access improvements to a minimum of 50 properties across Dungannon, Coalisland, Cookstown & Magherafelt town centres.		
<b>Target Date:</b>	30 September 2024	<b>Output Measure:</b>	Pre/Post Scheme Business Surveys completed
<b>Target Description:</b>	To increase the number of traders who rate the project area as good or very good by XX% (TBC)		
<b>Target Date:</b>	30 September 2024	<b>Output Measure:</b>	Amount of private sector investment
<b>Target Description:</b>	To stimulate a minimum of £40,000 private sector investment.		
<b>Target Date:</b>	30 September 2024	<b>Output Measure:</b>	Reduction in vacancy levels
<b>Target Description:</b>	To reduce the property vacancy levels by 5% across Dungannon, Coalisland, Cookstown & Magherafelt town centres.		
<b>Target Date:</b>	30 September 2025	<b>Output Measure:</b>	PPE completion
<b>Target Description:</b>	MUDC to complete post project surveys and a Post Project Evaluation within a 12-month period of project completion and disseminate lessons learned.		

**19 Breakdown of Grant Award (by financial year)**

<b>Eligible Expenditure Category and Breakdown</b>	<b>Total Grant Award</b>	<b>Year 1</b>	<b>Year 2</b>
	<b>From:</b> 06 December 2023 <b>To:</b> 30 September 2024	<b>From:</b> 06 December 2023 <b>To:</b> 31 March 2024	<b>From:</b> 01 April 2024 <b>To:</b> 30 September 2024
<b>CAPITAL</b>			
CPD Fees	£6,500	£5,000	£1,500
Property improvement Scheme, to include (but not limited to): External Works, to include power washing, painting, repairs to guttering, windows, doors, signage and shutter art; and Internal Works, to include reconfiguration to improve public accessibility.	£200,000	£170,000	£30,000
<b>Total Capital</b>	<b>£206,500</b>	<b>£175,000</b>	<b>£31,500</b>

## Expenditure Schedule

\* These are anticipated amounts and dates and should only be taken as a guide. Normally Grant will be released on receipt of paid invoices/ receipts up to the maximum as detailed on the Breakdown of Grant Award and paid quarterly during the period of the project.

Date(s) Expenditure Due To Be Incurred	*Anticipated Amount	Brief breakdown of Grant amount against eligible expenditure category	*Anticipated Payment dates	Related Terms and Conditions (as per CFF)
06 Dec 2023 – 30 Sep 2024	£200,000	Property Improvement Scheme, to include (but not limited to): External Works, to include power washing, painting, repairs to guttering, windows, doors, signage, and shutter art; and Internal Works, to include reconfiguration to improve public accessibility.	06 Dec 2023 – 30 Sep 2024	<p><b>Quarterly Progress Report and DfC Claim for Payment</b> forms to be completed and submitted to NWDO, accompanied by agreed supporting documentation by:</p> <p><b><u>12/05/24</u></b>, to cover: 06/12/23 – 31/03/24.</p> <p><b><u>12/08/24</u></b>, to cover: 01/04/24 – 30/06/24.</p> <p><b><u>05/11/24</u></b>, to cover: 01/07/24 – 30/09/24.</p>
				<p><b>Progress Meetings held on a monthly basis <u>beginning December 2023.</u></b></p>
				<p><b>Post Project Evaluation Report</b> to be completed and submitted to NWDO by <b><u>30/09/25.</u></b></p>