

MID ULSTER DISTRICT COUNCIL

Partnership Agreement

1	Parties	<p>(1) 4C UR Future is a not-for-profit Community Interest Company, whose registered address is Catalyst Innovation Centre, Queens Road, Belfast, BT3 9AD. Company No: NI659959.</p> <p>and</p> <p>(2) Mid Ulster District Council</p>
2	Campaign Commencement Date	TBC – June 2021
3	Event Dates	TBC – June 2022
4	Event Details	<p>4C UR Future LIVE is a series of regional events to be held in June 2022 across Northern Ireland to enable approx. 7,500 13-year-olds gain insights into their future career opportunities before they make their GCSE choices, and to provide career inspiration based on each young person's natural attributes and interests.</p> <p>The 2021/22 campaign commences with PR in June 2021, with registrations going live in Sep/Oct 2021, and a digital engagement campaign commencing in Nov 2021, before the LIVE events take place in June 2022.</p> <p>This Agreement covers the 2021/2022 campaign.</p> <p>Following detailed investigation, the [LOCATION] would be a suitable venue to run this event and is available on the dates shown above.</p>
5	Council Commitments	<p>Council will be responsible for the following:</p> <ul style="list-style-type: none"> • Liaising with [LOCATION] to agree contractual arrangements and payment for use of the venue for the dates stated above. • Provide support for the set-up of tables, chairs, and other resources (as detailed in the floorplan, a final version of which will be provided in March 2022). 4C UR Future are currently negotiating a regional contract for set-up provision, for which Council would be required to contribute an equal proportion relative to their event. • Ensure a PA system is available that has the scope to cover the entire event space for making announcements during the event. • Provide catering for up to 200 volunteers and teachers on the event day/s; and unlimited tea and coffee. • Provision of portable toilets, if required – facilities TBC. • Provision of safety/access ramps for use on the day, if required – facilities TBC. • Ensure there is adequate WiFi for use at the event. • Cover any additional venue/resource costs required to run this event <p>Optional:</p> <p>4C UR Future's activities are currently financially supported by Member Companies. Some of the hosting Councils have offered to provide financial assistance to support the costs of running the event for approx. 750 young people, which is also pivotal in supporting the on-going objectives of 4C UR Future such as the development of an industry-led Careers Portal, at approx. £20 per head, a total of £15,000.</p>
6	Partnership Package	<p>Mid Ulster District Council's logo will be included on all promotional materials sent to schools, parents, and businesses (either printed or electronic) for the event taking place within the borough. Council's logo will also be included on the new 4C UR Future website, and there will be opportunities for Council to engage with 4C UR Future and their local schools and business community in the creation and</p>



		distribution of content. There will be an opportunity for the Council to invite local Councillors and local press to attend on the event day/s.
7	Payment Dates	Invoices relating to the event will come directly to the Council and should be paid within 14 days prior to the event taking place.
8	School Engagement	<p>4C UR Future and its Event Sub-Team members will make contact with all schools in the Mid Ulster District Council area within a max. 20-minute travel radius of the venue to make logistical arrangements. Council is of course welcome to support school outreach. Communications should be pre-approved by 4C UR Future.</p> <p>Should schools be located further than a 20-minute travel time from the venue but be able/willing to accommodate travel arrangements to be at the venue on-time, this will be considered. For the smooth running of the event and to maximise the participation of young people, prompt arrival for registration is crucial. We hope to inspire up to 750 young people through this event, subject to venue capacity.</p> <p>Follow-up communications with the school and young people will be via email and the 4C UR Future Careers Portal, including the provision of a Personal Positive Profile for each young person who participates in the event.</p>
9	Other notes	It may be possible to include schools from other Council areas that fit within the travel distance to this venue. Mid Ulster District Council will be informed of schools from other Council areas that may be able to attend.
10	Notices	<p>Any notices in respect of this agreement should be sent to Rachel Doherty, Managing Director, 4C UR Future, by email at rachel@4curfuture.com.</p> <p>[INSERT POINT OF CONTACT FOR COUNCIL REGARDING NOTICES].</p>

Other Terms, specific to this Agreement are as follows:

This Partnership Agreement has been entered into on the date stated below. By signing this Partnership Agreement, you are confirming the accuracy and agreeing to be bound by the general Terms and Conditions attached to this Partnership Agreement, which together form the terms of this agreement ('**Agreement**').

4C UR Future

Council

Signed:

Signed:

Date:

Date:

If this Partnership Agreement is not signed, this Agreement will be entered into on the date the Council Partner confirms by email that the Terms are acceptable; or if no such confirmation is received by 4C UR Future within five (5) business days of the Council Partner receiving this Agreement (whether by email in the form of an attachment or a hyperlink) these Terms shall automatically be deemed to be accepted by the Council Partner from the Campaign Commencement Date.



EVENT CHECKLIST

Task/Activity	Completed
Venue Risk Assessment.	
Venue floorplan provided.	
Confirmation of venue secured by Council.	
Confirmation of catering provision for up to 30 people for set-up day.	
Confirmation of catering provision for up to 200 people for event day.	
Confirmation of continuous tea and coffee for event day.	
Confirmation of tables and chairs.	
Confirmation of suitable PA system.	
Confirmation of suitable number of toilets.	
Confirmation of suitable safety/access points.	
Fire Evacuation Plan provided by venue.	
Confirmation of parking and access arrangements.	
Confirmation of venue point of contact.	
Description of number of venue staff available on the event day and an outline of their remit for events held on the premises.	
Confirmation that ancillary rooms, other than toilets, can be locked on the day of the event.	



4C UR Future general Terms and Conditions relating to the Partnership Agreement ("General Terms")

1. Interpretation

- 1.1 The following definitions and rules of interpretation apply in this Agreement:

Definitions

"Business Day" means any day other than a Saturday, Sunday, or public holiday in Northern Ireland.

"Confidential Information" means all confidential information (however recorded or preserved) disclosed by a Party to this Agreement or its Associates (as defined below in clause 4.1(h)) to the other Party and/or that Party's Associates in connection with the supply of Services and the Deliverables by 4C UR Future, and any other information that would be regarded as confidential by a reasonable business person in relation to the business, affairs, customers, clients, suppliers, plans, intentions, opportunities of the disclosing Party, and/or the provision of the same Services.

"Partnership Pack" means the pack containing information for the Partner to use in relation to the Event and the fulfilment of the Partnership Package, to be sent by 4C UR Future to the Partner following the date of this Agreement.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business, and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Notices" has the meaning attributed to it in the Partnership Agreement.

"Partner Materials" means any material that the Partner provides to 4C UR Future during the Term, which promotes the Partner's participation in the Event.

All terms referred to in the Partnership Agreement shall have the meanings given to them in the Partnership Agreement.

- 1.2 The General Terms set out the general Terms and Conditions applicable to this Agreement and are supplementary to the Partnership Agreement, which sets out the specific details of the Partnership Package applicable to this Agreement.
- 1.3 Where any provision contained in the Partnership Agreement conflicts with any provision of these General Terms, the General Terms shall prevail.
- 1.4 The headings in this Agreement are for ease of reference only and shall be disregarded in construing or interpreting the Agreement.
- 1.5 A reference to "writing" or "written" includes email.
- 1.6 Any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Term

The Partnership Package shall commence on the Commencement Date and continue until expiry of the Campaign End Date (when it shall terminate automatically without notice), unless terminated earlier in accordance with clause 10 ('Term').

3. 4C UR Future's Obligations

- 3.1 4C UR Future warrants that, during the Term, any Event that 4C UR Future hosts will be hosted with reasonable care and skill.
- 3.2 Subject to the payment of the Charges and Expenses and any Other Costs (as applicable), 4C UR Future shall provide the Partnership Package to the Partner.
- 3.3 4C UR Future shall have the right to make any changes to the Event that are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Partnership Package, and 4C UR Future shall notify the Partner in any such event.
- 3.4 4C UR Future shall have the absolute right, at any time, to refuse to publish or use any Partner Material where 4C UR Future has indicated that it will not permit such content to be used and/or 4C UR Future reasonably believes that such Partner Material is unsuitable and/or of an inappropriate quality or nature. To the extent reasonably practicable, 4C UR Future will suggest amendments to the Partner Material to comply with 4C UR Future's requirements.

4. Council Partner Obligations

- 4.1 The Council Partner warrants that:
- (a) The Terms set out in the Partnership Agreement are accurate and complete;
- (b) If the performance of any element of the Partnership Package requires the use of any Partner Materials then the Partner shall provide 4C UR Future promptly (and in any event no later than any date agreed by the Parties) with the Partner Materials at no charge;
- (c) The Partner Materials will not, when used in accordance with this Agreement, infringe any Intellectual Property Rights of any third party and suitable waivers of moral rights have been obtained, where relevant;
- (d) The Partner Materials are not in any way obscene, defamatory, or blasphemous, and not contrary to provisions of any applicable law, regulation, or code of practice;
- (e) All Partner Materials submitted to 4C UR Future for publication online, or as part of downloaded licensed software applications, will be free of any viruses;
- (f) The Partner shall ensure it has obtained any necessary authorisations, including consents, permissions, rights, or releases, that might be required to use such materials in accordance with the terms of this Agreement;
- (g) All Partner Materials shall apply any legal notices as may be reasonably required from time to time by 4C UR Future;
- (h) Where the Partnership Package and/or any Partner Materials include any images of, and/or interviews, and/or statements, and/or any other type of communications that are from or are purported to be from the Partner's directors, employees, agents, sub-contractors, and/or authorised representatives ("**Associates**"), or any information or documentation of a



similar nature, the Partner shall procure the appropriate consents, permissions, and releases required to enable 4C UR Future to publish same;

- (i) The Partner has full authority to enter into this Agreement and is not bound by any agreement with any third party that adversely affects, conflicts, or competes with this Agreement;
- (j) The Partner has, and will maintain throughout the Term, all necessary powers, authority, and consents to enter into and fully perform its obligations under this Agreement; and
- (k) It owns or is solely entitled to use the Partner Materials and any other material supplied to 4C UR Future in relation to this Agreement;
- (l) The Partner will, at all times, maintain an appropriate level of insurance cover (to a reasonable extent as is standard in the Partner's industry) in relation to any participation by or on behalf of the Partner in relation to the Event/s, and will provide 4C UR Future with reasonable evidence of such insurance in force from time to time at the request of 4C UR Future.
- (m) In the event that the Partner materially breaches any Term of this Agreement, at any time, it agrees that 4C UR Future may, in its absolute discretion, appoint an alternative Partner for the Event in question and/or obtain an alternative Partnership Package, which is not provided by the Partner, and the Partner shall indemnify and keep indemnified 4C UR Future against all costs, liabilities, and other expenses 4C UR Future incurs as a result (including but not limited to the cost to 4C UR Future obtaining an alternative Partner and/or Partnership Package).
- (n) The Partner agrees that it will provide 4C UR Future, upon reasonable request, with any evidence of its compliance with any of the obligations in this clause 4.
- (o) For the avoidance of doubt, the Partner acknowledges and agrees that, unless it is given specific rights in writing by 4C UR Future as part of the Partnership Package (in which case any rights shall be limited to the extent that is expressly provided for in the Partnership Pack), it has no right whatsoever to contact or market to, in any way, any of 4C UR Future's school or business contacts in relation to the Event(s) and/or any Partnership Package and/or any other service or product that may be offered by the Partner at any time.
- (p) The Partner acknowledges and agrees that it has no right to use any Confidential Information or Intellectual Property owned by 4C UR Future.

5. Payment Terms

- 5.1 The Partner shall pay the Charges, Expenses, and any Other Costs in accordance with the Terms of the Partnership Agreement (including on the Payment Dates set out in the Partnership Agreement).
- 5.2 4C UR Future shall invoice the Partner the Charges, Expenses, and any Other Costs agreed between the Parties, where reasonably practicable, in advance of the Event to which the Charges, Expenses, and any Other Costs apply, unless otherwise agreed in the Partnership Agreement.
- 5.3 The Partner shall pay all invoices within thirty (30) days of the date of the relevant invoice unless otherwise stated on the Partnership Agreement. For the avoidance of doubt, all Charges, Expenses, and Other Costs due and payable to 4C UR Future will be paid at least 14 working days prior to any Event to which the Charges, Expenses, and Other Costs relate, unless otherwise agreed in writing by 4C UR Future.

- 5.4 All payments to be made by the Partner under this Agreement shall be paid free and clear of any deduction, withholding, bank charges, fees, duties, other transactional costs, set-off, or counterclaim (other than any deduction or withholding of tax as required by law).

- 5.5 If the Partner fails to make any payment due to 4C UR Future under this Agreement by the due date for payment, then, the Partner shall pay interest on the overdue amount at the rate of 8% per annum above Barclays Bank base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Partner shall pay the interest together with the overdue amount. Such amount shall be immediately recoverable by 4C UR Future as a debt.

- 5.6 If the Partner fails to pay 4C UR Future any amount by the Payment Due Date, then without prejudice to 4C UR Future's other rights or remedies, 4C UR Future shall have the right to immediately suspend the Partner's performance in relation to any Event (including, without limitation, in relation to the Partnership Package) until 4C UR Future has received payment of the overdue amount together with any accrued interest.

6. Termination

- 6.1 Subject to the provisions of this Agreement, either Party may terminate this Agreement immediately upon written notice to the other:
 - a) If the other Party commits a material breach of any material term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or
 - b) If the other Party ceases carrying on business in the normal course, or shall call a meeting of its creditors or make a proposal for a voluntary arrangement within Part I of the Insolvency Act 1986, or for any other composition or scheme of arrangement with (or assignment for the benefit of) its creditors, or shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or if a trustee, receiver, administrative receiver, or other similar officer is appointed in respect of all or any part of its business or assets, or if a petition is presented or a meeting is convened for the purpose of considering a resolution for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or it is the subject of an administration order; or
 - c) The other Party repeatedly breaches any Terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Terms of this Agreement; or
 - d) The other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such a payment.
- 6.2 Upon termination of this Agreement for whatever reason:
 - a) The Partner shall pay to 4C UR Future all Charges, Expenses, and Other Costs due to 4C UR Future in respect of the Event(s)/Partnership Package up to and including the effective date of termination, together with all third-party costs to which 4C UR Future has committed in respect of the same at the effective date of termination;



- b) Each Party shall immediately deliver to, or dispose of, as directed by the other Party, any and all materials and property belonging or relating to the other Party, including all Confidential Information. 4C UR Future will retain the ability to use such materials for marketing purposes in accordance with clause 6.
- c) Any provisions of this Agreement that either are expressed to survive its termination, or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

7. Force Majeure

- 7.1 Neither Party shall be liable for any expense, loss, or damage resulting from delay or prevention of performance of the Agreement that is caused by fires, floods, acts of God, strikes, riots, thefts, accidents, or any other cause whatsoever beyond their reasonable control that may delay or prevent the performance of their respective duties hereunder ("**Force Majeure Event**").
- 7.2 In the event of a Force Majeure Event, the affected Party shall notify the other Party as soon as reasonably practicable of the Force Majeure Event and likely consequences, and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under this Agreement.

8. Miscellaneous

- 8.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements, and understandings between them, whether written or oral, relating to its subject matter. Any reference to the Partner's Terms or Conditions in any correspondence between the Parties is incidental, and any such Terms and Conditions are hereby expressly excluded for the purposes of this Agreement.
- 8.2 No term of this Agreement is enforceable by any person not a party to it, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- 8.3 Neither Party may assign, novate, or otherwise transfer to any

third party any of its rights or obligations under this Agreement, whether in whole or in part, without the other Party's prior written consent.

- 8.4 Any Notice(s) given in connection with this Agreement shall be in writing and sent by hand, recorded delivery post, or email to the addressee and address or email address set out in the Partnership Agreement, or such other addressee, address and/or email address as may be notified by the relevant Party from time to time in accordance with this clause.
- 8.5 Notices for 4C UR Future should be sent to the individual stated in the Partnership Agreement.
- 8.6 Notices shall be deemed to have been received by the addressee within three (3) Business Days of posting in the case of notices sent by post and within one complete Business Day if sent by email, subject to read receipt notification or confirmation that the email has been received.
- 8.7 All sums payable under this Agreement are exclusive of any Value Added Tax that may be payable.
- 8.8 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 8.9 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law, shall constitute a waiver of that, or any other right or remedy or prevent or restrict the further exercise of that or any other right or remedy.
- 8.10 If any invalid, unenforceable, or illegal provision of this Agreement would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid, and enforceable.
- 8.11 This Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the laws of Northern Ireland, and the Parties agree that any disputes or claims shall be subject to the exclusive jurisdiction of the Northern Irish courts.



02 June 2021

Mr Edwin Poots MLA
Minister for Agriculture, Environment and Rural Affairs
Room A428
Dundonald House
Stormont Estate
BT4 3SB

By Email: private.office@daera-ni.gov.uk

Dear Minister Poots

Rural Affairs Policy Framework

At a recent meeting of Mid Ulster Council's Development Committee, our Members raised concerns as regards progress with the new Rural Affairs Policy Framework and with the current uncertainty on what a new rural support programme for Northern Ireland may look like, in terms of content, delivery mechanisms and funding. I therefore, gratefully request that you meet with a small delegation from Mid Ulster District Council to discuss these important issues.

Mid Ulster District Council is a predominantly rural area. 70% of our residents live in rural areas and over 80% of our businesses are located rurally. Successive LEADER Rural Development Programmes over the past twenty years have been vital in sustaining and growing the rural economy of Mid Ulster and as a Council we stand fully committed to build on what has been achieved through LEADER and indeed all EU Structural funds which have helped to improve the fabric of our rural areas.

There is no doubt that the loss of EU Structural funds has the potential to unwind the benefits of previous programmes however it also presents the opportunity to shape new initiatives which build on the strengths and address the weaknesses of local circumstances across all local authority areas.

Within Mid Ulster the concentration of rural based businesses within our District coupled with the reputation of Mid Ulster's advanced manufacturing sector as a world leader places a focus on building our business base through continued support for business investment in innovation, capacity building and skills development.

To realise the full potential of the District as a tourist destination we need further investment in our environment and heritage assets and on infrastructure within our towns and villages to meet visitor expectations.

Vibrant communities underpin a healthy rural economy so there is a need to continue with investment in community infrastructure and capacity building to tackle issues relating to health and wellbeing which continues to blight our District.

This Council considers these themes to be fundamental components of any future rural support initiatives under the new rural affairs policy.

Turning to delivery mechanisms for the implementation of future support initiatives, this Council is firmly of the view that local delivery using a bottom up approach must continue. This approach has been embraced by Council and previous legacy Councils in Mid Ulster who worked closely with LAG structures in the past to deliver highly successful programmes underpinned by local animation and support for the businesses and community sector groups who applied. We believe local delivery remains essential.

I look forward to meeting with you for further discussion on these issues.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'C. Mallaghan', written in a cursive style.

Councillor Cathal Mallaghan
Chairman

From the Office of the
Minister of Agriculture,
Environment and Rural Affairs



Department of
**Agriculture, Environment
and Rural Affairs**
www.daera-ni.gov.uk

Councillor Paul McLean
Chairman
Mid Ulster District Council
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Our Ref: INV-0330-2021
Date: 18 June 2021

Dear Paul

Thank you for your letter of 2 June 2021 requesting a meeting to discuss the new rural policy framework and future delivery issues.

Senior officials in DAERA Rural Affairs Division met with the Mid-Ulster Council (MUC) Chief Executives office, following a request from MUC CEO, on 2 June and provided a detailed update on the draft Rural Policy Framework and the issues you have raised.

As you know DAERA have been developing the draft Rural Policy Framework over the last 2 years, with input from local government, and I am hopeful that the Framework will shortly go out for public consultation. Gareth Evans is leading this work and would be best placed to discuss progress on the Framework as part of the consultation process. Gareth can be contacted on: gareth.evans@daera-ni.gov.uk.

Yours sincerely

EDWIN POOTS MLA
Minister of Agriculture, Environment and Rural Affairs



**INVESTORS
IN PEOPLE**

If you are deaf or have a hearing difficulty you can
contact the Department via the Next Generation Text
Relay Service by dialling 18001 + telephone number.



*Sustainability at the heart of a living,
working, active landscape valued
by everyone.*

**From the Office of the
Minister of Agriculture,
Environment and Rural Affairs**



Councillor Paul McLean
Chairman
Mid Ulster District Council
chair@midulstercouncil.org

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Yours sincerely



EDWIN POOTS MLA
Minister of Agriculture, Environment and Rural Affairs



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