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Mid Ulster District Council  
FAO Mary Mc Cullagh, Town Strategy  
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VAT Reg No:



Invoice Number: 90050

Invoice Date: 01/01/2023

Order Number:

Our Ref: COOKSTO

### Quant Details

1.00 2023 Full Band 1 Membership

Unit	Net	VAT	VAT
595.00	595.00	20.00	119.00

**Terms: 21 days from invoice date - please ensure invoice number is quoted on payment**

### BACS Details

Bank: Lloyds TSB  
Account Name: Ass Twn Centre Man  
Sort Code: 30-92-32  
Account Number: 01440295

**Total Net Amount (£)** 595.00

**Total VAT Amount (£)** 119.00

**Invoice Total (£)** 714.00



**Darren Mallon**  
**Kinnego Lifeboat Station**  
**Kinnego Marina**  
**Oxford Island**  
**Lurgan**  
**BT66 7NJ**

Dear Sir/Madam

04/10/2022

Lough Neagh Rescue wishes to make a formal request for an annual council contribution of £12,000 towards our search & rescue expenditure for the incoming financial year 2022/23. This request would represent £12,000 which will keep Mid Ulster Council contribution in line with Armagh, Banbridge and Craigavon and Antrim and Newtownabbey Borough Councils.

In order to provide backing information, I have outlined below our actual expenditure for 2022. This expenditure is based on a pro rata apportionment for general costs or specific Ardboe Station costs which fall clearly within the Mid Ulster area. Attached also is a current reconciliation/recent accounts of our financial position for your review which demonstrates need.

As an independent and competent organisation declared to the Coastguard through the PSNI we have a pivotal and central role in all search and rescue activities for Lough Neagh and its tributaries. We operate on a 24/7 365 voluntary service on behalf of the community and other statutory rescue agencies. As a voluntary organisation we operate to the levels consistent and required with the Declared Operational Status as recognised by the Coastguard. Our station at Ardboe covers all of the western and south western shores contiguous with Mid Ulster District Council's area and which represents the largest coverage of Lough Neagh.

Over the past 30 years we've had tremendous financial support from all councils around the Lough to include the three former councils which now form Mid Ulster District Council as a result of this support over those years we have past our strategic 10-year planning targets and now embarked on our new strategy which will see us into 2030. Our Search and Rescue and Flood/Swift water teams based in Ardboe, Antrim and Kinnego are recognised as key leaders in the voluntary rescue services on these islands and we operate not only to local NISAR but to the UK DEFRA boat code for Search and Rescue operations.

In 2022 the council reviewed its contribution level and set it at £12,000. This much appreciated contribution has indeed help bring us to into the next decade but now with two imminent investments in new equipment required, a new active Flood Water Response team in situ and increasing activity we find ourselves having to liaise with our councils in attempt to meet the SAR needs of Mid Ulster

**Lough Neagh Rescue**  
 Kinnego Bay, Lurgan,  
 Co Armagh, BT66 7NJ

**T:** 028 3834 5121  
**E:** secretary@loughneaghrescue.co.uk

**COMPANY NO.** NI30528  
**CHARITY NO.** NIC101051

area. Any additional contributions in funding would be greatly appreciated during the current crisis, fuel cost alone represent a significant increase to our expenditure and is not in the gift of Lough Neagh Rescue to control.

It is our aim to have each of the three main councils match fund the organisation at a similar level on an annual basis. We would wish to revisit our service level agreement with Mid Ulster District Council since over the past three years major increases in costs and subsequent uplifting contributions from both other councils have created a funding anomaly across Lough Neagh and particularly for our station in Ardboe, Mid Ulster.

As always, we welcome visits from your Councillors and officials to see first-hand the work being carried out in the area and to this and we would welcome the council Chairperson and the Chair of your Development Committee to visit the Ardboe station. Mr. Wilson, as former Council Chair had previously indicated towards the end of his tenure that he would still be interested in visiting us formally and we would welcome their visit.

In the meantime if you require any further information please call myself (NO. 07515579067) or by visiting any the three stations during training scheduled on a Tuesday evening at 7:30 PM. I look forward to hearing from you.

Darren Mallon

Chairperson LNR

**Lough Neagh Rescue**  
Kinnego Bay, Lurgan,  
Co Armagh, BT66 7NJ

**T:** 028 3834 5121  
**E:** [secretary@loughneaghrescue.co.uk](mailto:secretary@loughneaghrescue.co.uk)

**COMPANY NO.** NI30528  
**CHARITY NO.** NIC101051

## **APPENDIX 3**

### **SERVICE LEVEL AGREEMENT**

### **BETWEEN**

### **MID ULSTER DISTRICT COUNCIL**

### **AND**

### **LOUGH NEAGH RESCUE**

**April 2022 – March 2023**

**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) LOUGH NEAGH RESCUE (Charity no. NIC 101051 and Company no. NI 30528) whose registered office is at, Kinnego Bay, Lurgan Co Armagh BT66 7NJ.

## **BACKGROUND**

- a) LOUGH NEAGH RESCUE is an independent and voluntary organisation, declared to the Coastguard through the PSNI, as having a pivotal and central role in all search and rescue activities for Lough Neagh and its tributaries. LOUGH NEAGH RESCUE operate to the levels consistent and required with the Declared Operational Status as recognised by the Coastguard. The Search and Rescue and Flood/Swift teams are recognised as key leaders in the voluntary rescue services on these islands and operate not only to local Northern Ireland Search and Rescue (NISAR) but also to UK DEFRA boat code for Search and Rescue.
- b) Search and Rescue and Flood/Swift teams based at Ardboe, Kinnego and Antrim, LOUGH NEAGH RESCUE operate a 24 hr per day, 7 days per week, 365 days per year service on behalf of community and statutory rescue agencies.
- c) LOUGH NEAGH RESCUE receive financial support from all the councils surrounding the Lough (Mid Ulster District Council, Armagh City, Banbridge and Craigavon Borough Council and Antrim and Newtownabbey Borough Council. This has enabled LOUGH NEAGH RESCUE to meet their strategic 10 year planning targets and embark on a new strategy up to 2030.
- d) Financial support provided by Mid Ulster District Council will assist Lough Neagh Rescue carry out the search and rescue needs of all of the Western and South Western shores, (contiguous with Mid Ulster District Council area) as further detailed in Schedule 1 of this Agreement.
- e) The Council have been made aware of two new imminent investments of new equipment specifically required a new active Flood Water Response team in situ and increasing activity on the Lough, which requires part of Mid Ulster District Council's funding contribution to meet the Search and Rescue needs of Mid Ulster area.

## **1. DEFINITIONS**

"Charges" shall mean the charges which shall become due and payable by the Council to (2) LOUGH NEAGH RESCUE in respect of the Services in accordance with the provisions of this Agreement. Such charges are further set out in **Schedule 2 of this Agreement**

"Commencement Date" shall mean 1<sup>st</sup> April 2022.

“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 LOUGH NEAGH RESCUE is bound to comply.

“Services” shall mean those services specified in **Schedule 1 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 31<sup>st</sup> March 2023.

“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 is in accordance with the terms of this Agreement, shall continue for the Term.

## **3. SUPPLY OF SERVICES**

- a. LOUGH NEAGH RESCUE shall provide the Services and provide secretariat to LOUGH NEAGH RESCUE Company and its structures with a view to providing Search and Rescue needs of Mid Ulster area as set out in Schedule 1 of this Agreement.
- b. Responsibility for the management of the LOUGH NEAGH RESCUE will be vested in the Board of Directors of LOUGH NEAGH RESCUE.
- c. The parties’ authorised representatives for the purpose of this Agreement shall be Council’s Tourism Manager and the Chairman of LOUGH NEAGH RESCUE.
- d. The Council reserves the right to withdraw funding should the LOUGH NEAGH RESCUE fail to adequately provide the service as outlined in Schedule 1 of this Agreement which forms the basis of the Council’s agreement to commit funds to it. Funding will be reviewed by the Council on an annual basis on receipt of the written request from LOUGH NEAGH RESCUE and will require LOUGH NEAGH RESCUE to submit end of year progress reports for each year of the Agreement showing progress against activities. In addition LOUGH NEAGH RESCUE may be required to attend a committee meeting of Council.

#### **4. COMPLAINTS PROCEDURE**

- a. LOUGH NEAGH RESCUE 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 LOUGH NEAGH RESCUE 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 about health and safety).
- b. LOUGH NEAGH RESCUE 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. LOUGH NEAGH RESCUE 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 Required**

- a. LOUGH NEAGH RESCUE 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 the The Council, in their limited role in providing financial support to LOUGH NEAGH RESCUE. 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 LOUGH NEAGH RESCUE.
- b. If, for whatever reason, LOUGH NEAGH RESCUE fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the LOUGH NEAGH RESCUE.
- c. The terms of any insurance or the amount of cover shall not relieve the LOUGH NEAGH RESCUE of any liabilities under the agreement.

## **7. LOUGH NEAGH RESCUE VOLUNTEERS**

- a. In relation to the employment of staff/volunteers, employment/volunteering conditions and practices must comply with all the relevant Law and should take account of current good practice in relation to employment/volunteering 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 on 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, LOUGH NEAGH RESCUE 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 up to 7 years following completion, LOUGH NEAGH RESCUE shall allow the Council (acting by itself or via any representatives authorised to act on behalf of the Council) to access any of LOUGH NEAGH RESCUE’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 LOUGH NEAGH RESCUE’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 LOUGH NEAGH RESCUE in accordance with Schedule 2.
- b. If LOUGH NEAGH RESCUE is in breach of any of its obligations relating to this Agreement as detailed in Schedule 1, then the Council may require LOUGH NEAGH RESCUE to pay the Council the aggregate of all Charges paid to LOUGH NEAGH RESCUE during the Term or such lesser amount as the Council may determine.
- c. 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 contribution would receive formal recognition by way of an invitation to the Council Chair to any appropriate regional event/official opening and mention in publicity pertaining to the event/facility.



- e. LOUGH NEAGH RESCUE shall be required to submit an end of year progress report for each year of the agreement showing progress against the targets and the plan for the year ahead. In addition LOUGH NEAGH RESCUE may be required to attend a committee meeting of Council.

## **10. INDEMNITY**

- a. LOUGH NEAGH RESCUE 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. LOUGH NEAGH RESCUE'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 LOUGH NEAGH RESCUE.

## **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. LOUGH NEAGH RESCUE will:
  - i. provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Authority 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 Authority 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/volunteer names of each party. Both parties acknowledge that they shall each act as independent controllers in respect of these employee/volunteer 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. LOUGH NEAGH RESCUE shall ensure that it has an appropriate privacy policy in place with those of its employees/volunteers 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 Authority 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 LOUGH NEAGH RESCUE 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 LOUGH NEAGH RESCUE which shall specify the default in outline and the actions LOUGH NEAGH RESCUE 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, LOUGH NEAGH RESCUE 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 LOUGH NEAGH RESCUE why it cannot accept the draft remediation plan. In such circumstances, LOUGH NEAGH RESCUE 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, LOUGH NEAGH RESCUE draft remediation plan shall be deemed to be agreed.
- e. Once agreed, LOUGH NEAGH RESCUE 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 LOUGH NEAGH RESCUE 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 LOUGH NEAGH RESCUE 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 LOUGH NEAGH RESCUE if one or more of the following circumstances occurs or exists:
  - i. if LOUGH NEAGH RESCUE is in material breach of this Agreement, which is irreparable;
  - ii. if LOUGH NEAGH RESCUE 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 LOUGH NEAGH RESCUE.

**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**

- a. 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. LOUGH NEAGH RESCUE 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 Authority.

**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**

- a. 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**

- a. 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**

LOUGH NEAGH RESCUE will provide a Search and Rescue service to Mid Ulster District Council (MUDC) and the wider areas as specified.

### **2. ROLES AND RESPONSIBILITIES**

**2.1.** LOUGH NEAGH RESCUE will provide the following services for the Council:

- 2.1.1.** LOUGH NEAGH RESCUE will continue to provide a pivotal and central role in all search and rescue activities for Lough Neagh and its tributaries.
- 2.1.2.** LOUGH NEAGH RESCUE will operate to the levels consistent and required with the Declare Operational Status as recognised by the Coastguard.
- 2.1.3.** LOUGH NEAGH RESCUE Search and Rescue and Flood/Swift Teams will operate not only to local NISAR but also to UK DEFRA boat code for Search and Rescue.
- 2.1.4.** LOUGH NEAGH RESCUE will continue to base Search and Rescue and Flood/Swift teams at Ardboe, Kinnego and Antrim, to operate a 24 hr per day, 7 days per week, 365 days per year service on behalf of community and statutory rescue agencies, to cover all of the western and south western shores contiguous with Mid Ulster District Council area.
- 2.1.5.** LOUGH NEAGH RESCUE will have responsibility to ensure all equipment is serviced and maintained to standards pertinent to delivery Search And Rescue and ensure all staff and volunteers working as part of Search and Rescue and Flood/Swift teams are trained and qualified to standards recognised by the Coastguard, Northern Ireland Search and Rescue and UK DEFRA.
- 2.1.6.** LOUGH NEAGH RESCUE will ensure adequate insurances are in place to cover all potential liabilities.
- 2.1.7.** LOUGH NEAGH RESCUE will provide a 10 year strategic plan with targets up to 2030
- 2.1.8.** LOUGH NEAGH RESCUE will organise Best Practice Visits of both elected members and officials as and when required.
- 2.1.9.** LOUGH NEAGH RESCUE will submit an annual report by detailing progress on all key areas of work and its contributions. Report to be submitted by end of March 2023.
- 2.1.10.** LOUGH NEAGH RESCUE will administer all structures necessary to manage and implement the funds appropriately.
- 2.1.11.** LOUGH NEAGH RESCUE will facilitate the involvement of Council staff and elected members in its work.

**2.1.12.** LOUGH NEAGH RESCUE will provide ongoing support to Council's objectives.

**2.1.13.** LOUGH NEAGH RESCUE will meet with Council's Tourism Manager to discuss progress prior to the end of March 2023.

## **SCHEDULE 2 – FINANCIAL & RESOURCING ARRANGEMENT**

3.1 The Council has agreed that payment of £12,000 sterling (Twelve thousand pounds) will be paid to LOUGH NEAGH RESCUE for their exclusive use towards the organisation costs for year 1 April 2022 – 31 March 2023

Payment will be released only upon the following condition:

- Submission of an original invoice. Copies are NOT acceptable.
- Provision of completed and signed Declaration Form confirming LOUGH NEAGH RESCUE has all requisite documentation in place.
- Mid Ulster District 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, Darren Mallon, as Chairperson of LOUGH NEAGH RESCUE have read and understood the Council's Service Level Agreement between LOUGH NEAGH RESCUE 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 Strategic Manager of LOUGH NEAGH RESCUE.

**Council Official**

**LOUGH NEAGH RESCUE  
Chairperson**

\_\_\_\_\_

\_\_\_\_\_

**Signed:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Name (Block Capitals)**

**Name (Block Capitals):**

\_\_\_\_\_

\_\_\_\_\_

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

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

---

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



# SPERRINS FUTURE SEARCH PROJECT COUNCIL PARTNERSHIP AGREEMENT



Version Number	V3
Author	Project Officer
Dates adopted	DCSDC 27.11.20 FODC 27.11.20 MU CCGBC
Date Revised	

## **Sperrins Future Search Project Partnership Agreement**

This agreement is entered into by and between 4 Council partners

***Derry City & Strabane District Council - The Lead Partner*** ("hereinafter referred to as DCSDC") of

Derry Civic Offices,  
98 Strand Road,  
Derry  
BT48 7NN

***And***

***Causeway Coast & Glens Borough Council*** ("hereinafter referred to as CCGBC")

Cloonavin  
66 Portstewart Road  
Coleraine,  
BT52 1EY

***And***

***Fermanagh & Omagh District Council*** ("hereinafter referred to as "FODC") of

The Omagh Office,  
The Grange,  
Mountjoy Road,  
Omagh,  
BT79 9BL

***And***

***Mid Ulster District Council*** ("hereinafter referred to as "MUDC") of

The Magherafelt Office,  
Ballyronan Road,  
Magherafelt,  
BT45 6EN

hereinafter together referred to as “the Partners”/ “the Partnership” and relating to the Project entitled the Sperrins Future Search Project (Also referred to The Sperrins: Reaching New Heights - Realising Our Potential) funded by way of resource contributions (of equal value) by all 4 partner councils; And any other additional funding as may be deemed appropriate and as agreed by the 4 partner councils. The initial agreed core contribution towards delivery from the partner councils is £22,000 per annum.

The Partners/Partnership wish to define their rights and obligations with respect to the financing of and supporting the delivery of the Sperrins Future Search Project (hereinafter ‘the Project’).

The Partners have hereby agreed as follows:

## 1. PURPOSE AND DURATION

- 1.1 The Partners have agreed to collaborate on supporting the implementation of the Sperrins Future Search Project as currently described in the Future Search Conference Report (The Sperrins: Reaching New Heights, Realising Our Potential) appended to this agreement as **Schedule One**.
- 1.2 The agreement will be effective from 12<sup>th</sup> October 2020, shall be reviewed October 2021 and remain in force until October 2023, or until otherwise determined by the project board and associated council decisions.

## 2. DEFINITIONS

- 2.1 *Project outputs/results* mean all the outputs/results arising out of the Project, including but not limited to reports, inventions, software, information, ideas, methods, solutions, devices, drawings, calculations, presentations, imagery, publications, materials etc. generated in the Project, irrespective of whether they are or can be protected by intellectual property rights such as copyright, patent or confidentiality.
- 2.2 *Background* means all information generated outside the Project (regardless of the form or medium in which they are disclosed or stored), including but not limited to reports, inventions, software, information, ideas, methods and solutions, devices, drawings, calculations, presentations, imagery an, publications, materials etc. irrespective of whether they are or can be protected by intellectual property rights such as copyright, patent or confidentiality. Background shall not be considered to constitute the Project outputs of the Project.
- 2.3 *User Right for Research Purposes* refers to a non-exclusive right to use the Project outputs in internal research and development purposes as well as teaching or scientific research purposes. User Right for Research Purposes does not include a right to license the Project outputs or otherwise assign the Project outputs to third parties as a whole or in part, or to sell services

conducted by utilizing the Project outputs or otherwise commercially exploit the Project outputs.

2.4 *Intellectual Property Rights* means all protection forms of intellectual property rights including but not limited to patents, utility models, trademarks, branding, copyright, database rights, and copyright of design, confidential information and the applications of the protection forms of intellectual property rights.

2.5 *Confidential Information* means either oral or written information concerning technical, commercial or other matters related to a Partner's plans, products, know-how or other activities and which information is clearly marked as confidential or otherwise obviously of confidential nature.

### 3. PROJECT ORGANISATION

To achieve the successful delivery of this project in terms of efficiency, effectiveness and value for money, the project should be organised in such a way that everyone involved is committed and empowered and that roles and responsibilities are clearly defined. This is necessary to ensure that there is a short and effective line of communication to senior management so that they can take prompt action when needed.

3.1 Project management is assured by a Project Board, supported by 4 Thematic Action Groups, as well as the Project Lead Partner - Derry City & Strabane District Council, and the other council partners Fermanagh & Omagh District Council, Causeway Coast and Glens Borough Council and Mid Ulster District Council. The governance and management structure of the project as well as detail on the roles and responsibilities of those involved in the project's delivery is contained in **Schedule Two**.

3.2 **The Project Board** will provide strategic direction ensuring that the project meets its objectives and delivers the projected benefits. The Board will not exceed 20 members to consist of the following:

- Elected Members from each Council (8 in total);
- Chairpersons of each of the Thematic Action Groups (4 in total);
- Key strategic regional stakeholders.

Providing support to the Project Board will be

- The Lead Project Officer;
- The Project Administrative Assistant;
- Officers (observer's role only) from each of the Partner Councils.

3.3 **The Thematic Action Groups** have been set up to articulate the needs of stakeholders and to facilitate the work detailed in the 4 thematic action plans

developed during the Sperrins Future Search Exercise. The membership of the thematic actions groups has been drawn from delegate attendance at the Sperrin Future Search Conference.

Each Partner Councils will facilitate the hosting of one of Thematic Action Group- See Table One

CC&GBC	Tourism & Branding
DCSDC	Community
FODC	Infrastructure
MUDC	Environment & Heritage

**Table One**

**3.4 The Lead Project Officer** is responsible for the day to day detailed project and design management of the project and acts as the interface between the Project Board and the 4 Thematic Action Groups. The Lead Project Officer is supported in her duties by a Project Administrative Assistant.

As employees of the Lead Partner - Derry City & Strabane District Council- the Lead Project Officer and The Project Administrative Assistant sit within that Councils' Business & Council Directorate.

The Lead Project Officer is an essential role and needs to have clearly defined responsibilities. These are set out in **Schedule Three**.

### **3.5 The Lead Partner**

As well as adhering to its responsibilities as a Project Partner (Outlined within the agreement) , as Lead Partner Derry City and Strabane District Council will be responsible for the appointment of appropriate personnel to undertake the roles of Lead Project Officer /Administrative Support

Additionally, the Lead Partner will:

- Support the activities of the Project Board, Thematic Action Groups;
- Enable effective communication between all stakeholders;
- Be responsible for overall financial administration/ accounting of the Project;
- Timely submission of reports and application of payments;
- Adhere to its organisational role and responsibilities for the delivery, spend, and the reclaim of any funding.

## **4. FINANCIAL PROVISIONS, PROJECT COSTS & INCOME, ACCOUNTING**

4.1 The partners including the Lead Partner will adhere to their respective organisational roles and responsibilities for the delivery and spend.

4.2 The Lead Partner, Derry City & Strabane District Council, shall

- Be responsible for ensuring the timely financial administration of the Project and shall maintain separate budget cost codes for the Project and the Partners;
- Follow the financial guidelines provided by the Funder(s);
- Provide a Global Cost Plan at the beginning of the Project period with updates incorporating actual expenditure incurred/income received to be made available for review at Board meetings and at the end of the Project period stated in the Grant Letter(s) of Offer;
- Compile, verify and share with the partners all necessary financial information for the purpose of enabling applications for payments to the Funder(s) according to Grant Letter of Offer (s) and guidance.

4.3 The Partners shall:

- Ensure that adequate resources are made available to enable successful delivery of the Project, its long term operation, maintenance and promotion;
- Accept the Project's eligible budget and commit themselves to providing their individual contributions to the budget and to the terms of these contributions;
- Commit themselves to the provision of long term annual revenue budgets to enable the operation, maintenance and promotion of the completed project;
- Guide the Project costs under the planned budget. Project costs are only those costs which have been included and budgeted in Grant Letter(s) of Offer. No other costs may be charged to the Project unless specifically agreed by all partners through the Project Board and without written acceptance prior to expenditure from the Funder that such charges are allowable;
- Follow the financial guidelines;
- Where applicable be responsible for financial administration of the Project keeping separate cost codes of their Project expenditure according to the rules;
- Where applicable supply all the necessary information for the preparation of activity and financial reports and provide validated financial documentation and statements to the Lead Partner. Where applicable the Lead Partner shall receive copies of all supporting documents relating to supporting partners accounts and expenditure, including copies of invoices, payment records, receipts and bookkeeping vouchers. Expenditure must be defrayed against the budget headings;
- Where applicable provide support to the Lead Partner in the application process for payments to any Funder(s) according to Grant Letter of Offer (s) and guidance;

- Be responsible for any separate Grant Letter(s) of Offer relating to the project entered into with any Funder(s) and reclaim of funding relating to eligible spend;
- Post project completion, where necessary provide support to the Lead Partner and supply all information necessary to facilitate post project queries by the funder and deliver on any post project commitments as required by the funder;
- Where applicable In case of deficiency the Funder (s) must be informed immediately.

## **5. REPORTING**

### **Activity reports**

Unless otherwise defined each Partner shall deliver to the Lead Partner Organisation monitoring data (Partner activity reports) to be used in reporting within 1 month following the end of each agreed reporting period.

The Lead Partner Organisation /Lead Project Officer shall compile and sign the monitoring report (main project activity report) on behalf of the Partners.

Where applicable the Lead Partner organisation shall include the Partner activity reports delivered by the Partners in connection with the payment as a part of the Partner activity reporting of the Project, and deliver these to any Funder on behalf of the Partners.

## **6. INTELLECTUAL PROPERTY RIGHTS**

This Agreement does not affect the ownership of any Intellectual Property in any Background or in any other technology, design, work, invention, software, data, technique, drawings, calculations, models, maquettes, artwork, know-how or materials, which do not constitute Project outputs.

The Partners may grant each other access rights to the Background they own or otherwise have in their possession, for the term of the Agreement, in order to carry out the tasks related to the Project. The Partners do not have commercial use for the Background provided by another Partner. In case another Partner's Background is needed for the use of the Project outputs, the Partners involved shall together agree on the terms on which the Background material can be used.

The disclosure of the Background and access rights thereto shall be in the sole discretion of the Partner owning the Background or otherwise having the Background in its possession. The Partner receiving the access rights to the disclosing Partner's Background shall not be entitled to assign the Background further to a third party.

The ownership of the Project outputs shall rest exclusively and automatically with the Partner, whose employee/researcher created, invented or generated the Project outputs. If Project outputs are generated jointly by the Partners, the

ownership shall belong to the Partners jointly in the proportion of their contribution to creating such Project outputs. The Partners involved shall agree between them on Intellectual Property Rights upholding and defending of rights and the distribution of any costs incurred thereby. The Partners shall agree separately on detailed conditions for the exploitation of their joint ownership.

The Partners grant each other a royalty-free User Right for Research Purposes to Project outputs generated by the other Partners, excluding applied for or granted Intellectual Property Rights, which shall be agreed upon separately with the owner and a reasonable compensation shall be paid to that party.

## **7. DOCUMENTS**

All the official documents submitted to the Funder(s) or other Project related organisations shall bear the name of all Partners.

Each Partner shall have access to work carried out by the other partners in connection to the Project and copies of all final documents submitted to the Funder(s) shall be made available to each Partner.

## **8. PUBLICITY**

The Lead Partner and the Partners shall adhere to agreed publicity requirements or publicity requirements outlined within any Grant Letter(s) of Offer ensuring appropriate recognition of support is assigned to the Funder(s) among Project participants and the general public.

## **9. PUBLICATIONS**

The outputs of the Project shall be public, unless otherwise provided by an Act, the terms of funding, or this Agreement. No Confidential Information may be disclosed upon the publication of the Project outputs, and the publication may not risk the protection of the Project outputs by Intellectual Property rights.

The material which is intended to be published shall be delivered to the Partners in a written form and with a written request to publish the material in which request the forum of the publication (e.g. name of the scientific publication) and the timing of the publication shall be defined. The permission is considered given if the Partners have not objected the publication within fifteen (15) days after having received the request. The permission is not to be denied without a well-founded ground which may only be the protection of Confidential Information or protecting of Intellectual Property Rights. If the Partners do not answer at all a permission shall be considered given. The publishing Party shall be entitled to publish previous to the fifteen days defined herein in case an authorized permission from the other Parties has been gained.



## 10. CONFIDENTIAL INFORMATION

The Partners undertake not to disclose the other Partner's Confidential Information to third parties, without written consent, and to obey diligence in order to safeguard the confidentiality of the said information. The Partners are not entitled to use Confidential Information for purposes other than to fulfil their obligations set forth in the Agreement.

The confidentiality obligations shall not apply to Confidential Information, which:

- is already in the recipient Partner's possession at the time of disclosure through no fault or negligence of the recipient Partner;
- is or later becomes part of the public domain through no fault or negligence of the recipient Partner;
- is received from a third Partner in circumstances where the recipient Partner has no reason to believe that there has been a breach of an obligation of confidentiality, other breach of contract or illegal act;
- is independently developed by the recipient Partner; or
- is required to be disclosed by law, decree, governmental order or decree or other similar provisions.

The Partners are obliged to obey the confidentiality obligations during the term of this Agreement and additionally five years after the term or termination of this Agreement.

## 11. LOCATION AND FACILITIES

The official address for the Project shall be:

***Derry City & Strabane District Council of***  
Derry Civic Offices,  
98 Strand Road,  
Derry  
BT48 7NN

Each Partner shall provide such office accommodation within its own organisation, as may be deemed necessary for the execution of the Project.

## 12. ASSIGNABILITY

No Partner shall sell, assign, mortgage, pledge, encumber or in any way transfer or dispose of its rights or duties under this Agreement, and any Grant Letter(s) of offer without the written consent of the other Partners.

### **13. LIABILITY**

The Partners undertake to carry out the tasks set forth in this Agreement with due care and using competent personnel. In submitting any Project outputs to any of the other Partners under the Agreement, each Partner undertakes to use all reasonable endeavours to ensure the accuracy thereof. The submitting Partner shall be under no further obligation or liability in respect of the same and no warranty, condition or representation of any kind is made, given or to be implied in any case as to the sufficiency, accuracy or fitness for purpose of such Project outputs, or the absence of any infringement of statutory intellectual property rights of third Partners by the use of such Project outputs. The recipient Partner shall in all cases be solely responsible for the use to which it puts such Project outputs including transfer of Intellectual Property Rights relating thereto.

Each Partner shall indemnify each of the other Partners, in respect of acts and omissions of itself and of its employees and agents provided always that such indemnity shall not extend to claims for indirect or consequential loss or damage such as but not limited to loss of profit, revenue, contacts or the like. In no event shall the liability of each Partner's exceed its share of financing, unless the damage has been caused by wilful act or gross negligence.

Any claim against a Partner shall be presented no later than one (1) year as of the date the damage incurred or the date the affected Partner was informed of the damage. All claims for damages shall, however, be submitted no later than one (1) year as of the expiry date of this Agreement.

The Partners shall not be held liable for damage caused by the other Partners.

Further, the Partners shall not be held liable for damage resulting from force majeure.

### **14. LIABILITY TO ANY FUNDER(S)**

Each Partner shall be solely liable for performing its share of work according to any Grant Letter(s) and its annexes. Each Partner shall also bear the liability for demonstrating its own costs. Should the Funder(s) claim for recovery of the funds partially or entirely, paid to a Partner, the Partner in question shall bear the liability thereof.

### **15. DEFAULT AND REMEDIES**

In the event of a failure of a Partner ("the defaulting Partner") in fulfilling of its obligations in whole or in part under this Agreement which is irremediable or which is not remedied within thirty (30) days of written notice from the Lead Partner on behalf of the other Partners (a separate agreement is not required for this action to be approved), the Partners/Partnership may jointly terminate the Agreement with the defaulting Partner by one months prior notice. The terminations will have the following consequences:

- a) Upon termination the access rights granted to the defaulting Partner by the other Partners shall cease immediately. The access rights granted by the Defaulting Partner to the other Partners shall remain in full force and effect;
- b) The scope of the tasks of the Defaulting Partner as specified in the Project Description, Grant Letters of Offer and Work Plans shall be assigned to one or several legal entities which are chosen by the Project Board and are acceptable to Funder(s) administration and which agree to be bound by the terms of the Agreement with preference to one or more of the remaining Partners;
- c) The Defaulting Partner shall assume all direct cost increase resulting from the assignment referred to in (b).

## **16.STATE AID**

Where indirect State Aid such as trainings, business support etc. is provided by the Project to end beneficiaries, the Partners have the responsibility to ensure that State Aid rules are complied with and Partners are asked to verify that the conditions have been met. In principle, indirect aid is viewed as "de minimis" aid.

## **17.INSOLVENCY**

In the event of insolvency of any Partner, the other Partners are entitled to terminate this Agreement in respect of the insolvent Partner according to the procedure set forth in article 15.0 Default and Remedies.

## **18.SETTLEMENT OF DISPUTES**

The contract Partners sign this agreement with the intention to work together amicably. The Partners will negotiate disputes arising from this contract in order to obtain mutual acceptable settlements. Any disputes, on which no amicable settlement is possible, in spite of all efforts being made in this respect, shall be dealt with in accordance 3.5.

Nothing in this Agreement shall limit a Partners right to seek injunctive or interlocutory relief at any time from any court of competent jurisdiction.

This Agreement shall be governed in accordance with the laws of Northern Ireland.

## **19.INTEGRATED AGREEMENT**

This Agreement represents and constitutes the entire agreement between the Partners and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or agreements, either written or oral. Any amendments to this Agreement must be agreed in writing.

The Partners shall not be entitled to make any legally binding declarations on behalf of the other Partner. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Partners.

The undersigned Partners hereby agree to carry out the above-mentioned tasks as described. This Agreement is made in as many counterparts as there are Partners. The Partners warrant that the persons undersigning this Agreement are authorised to sign for the organisation they here represent

## **20. SCHEDULE/ APPENDICES**

- **Schedule One** Future Search Conference Report (The Sperrins: Reaching New Heights, Realising Our Potential)
- **Schedule Two** Governance Structure/Roles & Responsibilities
- **Schedule Three** Lead Project Officer –Roles & responsibilities.

**Signed three times**

**On behalf of the Lead Partner organisation: Derry City & Strabane District Council (DCSDC)**

Signature	Full name	Date
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**On behalf of the Partner organisation: Causeway Coast & Glens Borough Council (CC&GBC)**

Signature	Full name	Date
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**On behalf of the Partner organisation: Fermanagh & Omagh District Council (FODC)**

Signature	Full name	Date
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**On behalf of the Partner organisation: Mid Ulster District Council (MUDC)**

	Adrian McCreesh	20/01/2021
Signature	Full name	Date

## **SCHEDULE/ APPENDICES**

### **21. SCHEDULE/ APPENDICES**

- **Schedule One** Future Search Conference Report (The Sperrins: Reaching New Heights, Realising Our Potential)
- **Schedule Two** Governance Structure/Roles & Responsibilities
- **Schedule Three** Lead Project Officer –Roles & responsibilities.



## APPENDIX 5 – Spring 2023 Tourism Marketing Campaign Content

Content Item	Description/Brief	Publication Date	Channels	Budget £
TV Advert	Unwinding Time generic focusing on key experiences across Mid Ulster	March	UTV	4,000
Radio Advertising	Unwinding Time generic focusing on key experiences across Mid Ulster with CTA visitmidulster.com	March	Cool FM	2,500
		March	Northern Sound	2,000
Social Media Advertising	<p>Short form limited copy adverts</p> <p>Time to Escape: Find your own space between the shore and the high horizons CTA: Visit Mid Ulster website</p> <p>Take Some Me Time/ Time to be free: Unwind the way you want. Along the shore, under the sky and amongst the stone. CTA: Visit Mid Ulster website</p> <p>Value Your Time: Time away from the stresses and strains of everyday is priceless, but does not have cost the earth. CTA: Visit Mid Ulster website</p>	Bursts throughout March	Primary: Visit Mid Ulster	2,000
Create video content				£14,500

**APPENDIX 6**

Service Level Agreement between:

**Tourism Northern Ireland** (a trading name of the Northern Ireland Tourist Board) of Floors 10-12, Linum Chambers, Bedford Square, Belfast, BT2 7ES ("**Tourism NI**"); and

**Mid Ulster District Council**

Burn Road  
Cookstown  
BT80 8DT.

**Background**

The Co-operative partnership Marketing Fund is designed to support Northern Ireland's Tourism Industry through recovery by amplifying and extending the reach of the Northern Ireland "Embrace a Giant Spirit" Campaign

Mid Ulster District Council has been awarded funding of **£20,000** of a total committed spend of **£27,000**

The following activity will be undertaken by the company:

TV Advert      Unwinding Time generic focusing on key experiences across Mid Ulster  
March UTV

Radio Advertising      Unwinding Time generic focusing on key experiences across Mid Ulster  
with CTA visitmidulster.com      March

March Cool FM

Northern Sound

Social Media Advertising      Short form limited copy adverts

Time to Escape:

Find your own space between the shore and the high horizons

CTA: Visit Mid Ulster website

Take Some Me Time/ Time to be free:

Unwind the way you want. Along the shore, under the sky and amongst the stone.

CTA: Visit Mid Ulster website

Value Your Time:

Time away from the stresses and strains of everyday is priceless, but does not have cost the earth.



## 25th January 2023 : Cooperative Partnership Marketing Fund SLA Between Tourism NI and Mid Ulster District Council

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CTA: Visit Mid Ulster website

Create video content

**IT IS AGREED** as follows:

### 1. Definitions

In this Agreement, the following words and phrases shall have the following meanings:

**“Agreement”** means this document together with its Appendices;

**“Nominated Bank Account”** means the account into which all payments to the Company will be made, details of which must be provided using the Bank Details Request Form in Annex 1;

**“Outputs”** means the outputs to be delivered by the Company as more particularly described in in your application for funding.

**“Payment”** means the sum of £20,000 (inclusive of VAT) which will be paid by Tourism NI to the Company in accordance with the terms and conditions set out in this Agreement;

**“Project”** means Delivery of a full destination awareness Tourism Marketing Campaign, including campaign planning, media buying and placement as well as a full design service, planned to run from late January 2023 to 31 March 2023

### Appointment and Term

- 1.1. Tourism NI has agreed to appoint the Company to deliver the Project and the Outputs in accordance with the terms of this Agreement.
- 1.2. This Agreement is for the period from 25<sup>th</sup> January to 31<sup>st</sup> March 2023 (**“the Term”**), unless terminated earlier by Tourism NI in accordance with Clause 7
- 1.3. Any extension of the Term will be subject to a further successful award for financial commitment by Tourism NI and availability of funding.

### 2. Duties of the Company

- 2.1. To project manage the project specified in the application for funding
- 2.2. To work in partnership with Tourism NI in the development and production of the project. This means that you need to provide the following for approval by Tourism NI:

- a. Media Plan where applicable. Please note that TNI may suggest amends to the media plan to ensure alignment with TNI and maximum benefit to Northern Ireland, you and your members.
  - b. Creative concepts that demonstrate alignment with the Embrace a Giant Spirit Experience Brand. Please ensure to include the logo on creative.
  - c. If you are applying for funding for photography or videography, storyboards should be shared with TNI for approval before a shoot commences.
- 2.3. To work in partnership with Tourism NI in aligning and scheduling Media where possible to ensure maximum benefit to Northern Ireland, you and your members.

### **3. Payment**

- 3.1. In consideration of the performance by the Company of its duties and delivery of the Outputs, Tourism NI will provide the Payment to the Company in accordance with the terms outlined in Annex 2 (How to Claim and Claim form), and bearing in mind the other key procurement regulations in Clause 5
- 3.2. Tourism NI will only provide the Payment for expenditure incurred during the term up until 31.03.23
- 3.3. The Company must advise Tourism NI immediately if funds allocated for the Project have not or cannot be spent within the Term.
- 3.4. The Payment will be released, subject to satisfactory progress of the Project, as follows:
- Sign off from TNI on the media plan, storyboards and concepts treatments. Specified in 2.2
  - Submission of claim form including all mandatory information outlined in Annex 2 (How to Claim and Claim form).
- 3.5. Payments will be made in arrears upon receipt by Tourism NI of invoices from the Company and agreement that, in the opinion of Tourism NI, satisfactory progress has been made towards delivering the Outputs. No advance payments will be made.
- 3.6. Payments will be made as soon as possible after monitoring has been completed and invoices have been issued. Payment will be made directly into the Company's Nominated Bank Account by BACS.
- 3.7. All invoices must quote the relevant purchase order number provided by Tourism NI.

- 3.8. Extension of this Agreement and any payments to subsequent grant years is not permitted unless agreed in advance in writing with Tourism NI.
- 3.9. Payments by Tourism NI to the Company are subject to receipt of funds by Tourism NI. Should such funding be reduced, suspended or terminated, Tourism NI reserves the right to reduce, suspend or terminate the amount of the Payment of any other financial assistance under this Agreement.

#### **4. Project Management**

- 4.1. The Project will be managed by the Company.
- 4.2. The Project Manager must ensure that they must comply with the requirements set out in 2.2 and outlined here:

To work in partnership with Tourism NI in the development and production of the project. This means that you need to provide the following for approval by Tourism NI:

Media Plan. Please note that TNI may suggest amends to the media plan to ensure alignment with TNI and maximum benefit to Northern Ireland, you and your members.

Creative treatments that demonstrate alignment with the Embrace a Giant Spirit Experience Brand. Please ensure to include the logo on creative.

- 4.3. Tourism NI's lead contact in relation to the management and monitoring of this Agreement is [*Alice Murray*]. [*Naomi Waite*, Director of Marketing] will have sign off the final output
- 4.4. Failure of the Company to deliver the Project within the agreed timescale will result in the loss of any payment.

#### **5. Procurement**

- 5.1. The Company must comply with the NI Public Procurement Policy in respect of all tendering exercises carried out in relation to any aspect of the Project. At a minimum this requires the Company to comply with the principles of open, transparent and competitive tendering for all appointments.
- 5.2. Tourism NI recommends that the Company take early action to safeguard eligibility in relation to procurement of any services under this Agreement. For further information on public procurement requirements please check the guidelines available at the Department of Finance's website (link below):  
<https://vwww.finance-ni.gov.uk/topics/procurement/public-procurement-policy-northern-ireland>

## **6. Monitoring and Reporting**

6.1. The following monitoring arrangements must be put in place:

6.11 Media Plan to be shared for approval

6.12 Creative treatments that demonstrate alignment with the Embrace a Giant Spirit Experience Brand to be shared for approval

6.13 The Company must retain all records (including accounts) relating to the management of the Project for a minimum of seven (7) years.

6.14 Tourism NI may request copies of original invoices from the Company, as appropriate, to evidence activity undertaken or expenditure incurred during the Term.

## **7 Default and Remedies**

7.11 Without prejudice to Tourism NI's other rights and remedies, Tourism NI may at its discretion withhold or suspend payment of the Payment, require repayment of all or part of the Payment and/or terminate this Agreement if:

7.11.1 the Project is deemed not viable;

7.11.2 the Company fails to meet in full its obligations under this Agreement; or

7.11.3 the Company becomes subject to an Insolvency Event (as defined in Clause 8.2 below).

7.12 For the purposes of Clause 8.1.3, the Company becomes subject to an Insolvency Event if:

7.12.1 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up or the appointment of an administrator or administrative receiver;

7.12.2 a person becomes entitled to appoint a receiver over its assets or a receiver is appointed over its assets; or

7.12.3 it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

## **8 Indemnity**

Each party shall indemnify, keep indemnified and hold the other harmless against all and any losses, liabilities and obligations (including, without limitation any damages, claims, demands,

proceedings, costs, expenses, penalties, reasonable legal and other professional fees and costs) which may be suffered or incurred by them under or in connection with this Agreement.

## **9 Publicity**

9.11 Tourism NI reserves the right to publicly announce its role in relation to the Project.

9.12 The Company agrees to follow Tourism NI's brand guidelines.

## **10 Variation**

This Agreement may only be varied with the prior written agreement of Tourism NI. Any variation requests should be submitted to *the Tourism NI Manager as identified in Clause 5*.

## **11 Entire agreement**

This Agreement constitutes the entire agreement between the parties and supersedes any previous understandings or arrangements (whether oral or written) between them relating to the subject matter of this Agreement.

## **12 Severance**

If any provision of this Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid, unlawful or unenforceable this shall not in any way impair or affect the validity, lawfulness or enforceability of any other provision of this Agreement, all of which shall remain in full force and effect.

## **13 Waiver**

Failure by either party at any time to enforce the provisions of this Agreement or to require performance by the other party of any of the provisions of this Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of this Agreement or any part thereof or the right of either party to enforce any provision in accordance with its terms.

## **14 Notices**

14.11A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the address or email address listed in Clause 14.2 or otherwise notified in writing to the other party.

**25th January 2023 : Cooperative Partnership Marketing Fund SLA Between Tourism NI and Mid Ulster District Council**

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14.12 The parties' addresses and contacts are as set out in this table:

<b>Party</b>	<b>Address</b>	<b>Email Address</b>
Tourism NI	Floors 10-12, Linum Chambers, Bedford Square, Belfast,  BT2 7ES	a.murray@tourismni.com
<b>Mid Ulster District Council</b>	Burn Road Cookstown BT80 8DT.	<b>mary.mckeown@midulstercouncil.org</b>

14.13 Any notice shall be deemed to have been received:

14.13.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

14.13.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

14.13.3 if sent by email, at the time of transmission.

14.14 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **15 Counterparts**

This Agreement may be executed in any number of counterparts, and on the same shall have the same effect as if the various signatures on the counterparts were on a single copy.

## **16 Contracts (Rights of Third Parties) Act 1999**

No party to this Agreement intends to confer any right or benefit upon a third party and for the avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from applying to this Agreement.

## **17 Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Northern Ireland and the parties expressly and irrevocably submit to the jurisdiction of the Northern Ireland courts.

**25th January 2023 : Cooperative Partnership Marketing Fund SLA Between Tourism NI and Mid Ulster District Council**

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**Annex 1: Bank Details**

**Project Name:**

**Project Promoter (the Company):**

Please complete and return the Bank Details Request Form as well as a signed copy of this SLA in advance of submission of any invoice.

I certify that the details below are true and accurate and full disclosure of all financial information in respect of the project will be made to Tourism NI on request during the term of the Agreement and for a period of one year thereafter.

The Company's bank account details are as follows:

Name of bank: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Account name: \_\_\_\_\_

Account number: \_\_\_\_\_

Sort code: \_\_\_\_\_

Account type: \_\_\_\_\_

Date opened: \_\_\_\_\_

Cost centre: \_\_\_\_\_

Signed: \_\_\_\_\_

Name (capitals please): \_\_\_\_\_

Position in organisation: \_\_\_\_\_

Date: \_\_\_\_\_



## **Annex 2 - How to Claim and Claim Form**

**You will need to submit your claim by 07 April 2023. All work undertaken should be completed by 31<sup>st</sup> March 2023.**

1. If you wish to work with our agency partners, please let us know as soon as possible.
2. Please gather copies of invoices for media, creative, production or design. These should clearly state the company name above, the amount spent in GBP or EUR and where and when the marketing took place.
3. You may only claim for marketing communications activity such as PR, digital, advertising, photography, videography, branding and design work directly related to this funding offer. Please show itemised invoices if you are working on other campaigns at the same time.
4. No invoice should be dated before the date of your Letter of Offer.
5. If invoicing was in EUR, show the rate you converted at to pay in GBP.
6. Provide an itemised list of invoices so that we can easily see your spend - a document is enclosed to help with that.
7. Do NOT include UK VAT in your totals.
8. Please provide a copy of 1/3<sup>rd</sup> party invoices. So, if you have used an agency, photographer, videographer etc please submit a copy of their invoice/s with your claim. Where media has been utilised please gather evidence of press adverts, screenshots of online campaigns, radio transmission times, etc.
9. Scan or photograph this evidence and ideally place in a PDF document or attach to your claim email.
10. Please submit the claim form and pdf evidence by 07April 2023.
11. Once we have received your claim form, it will be checked to ensure it meets the terms and conditions of the fund and your original application. Once approved, payment will be made into your bank account that you provided in Annex 1.

**25th January 2023 : Cooperative Partnership Marketing Fund SLA Between Tourism NI and Mid Ulster District Council**

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**Claim Form**

Please detail all invoices below, whether in Euro or Sterling.

Please remember to attach a copy of third-party invoices to your claim, either in a pdf or as separate attachments with your claim email.

Completed claim forms must be returned to A.Murray@tourismni.com by 07 April 2023

**Council or DMO:**

Invoice Date	Payee	Euro Amt (if applicable)	Exchange Rate	Sterling Amt
Total £				

**25th January 2023 : Cooperative Partnership Marketing Fund SLA Between Tourism NI and Mid Ulster District Council**

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This Agreement between Tourism Northern Ireland and **Mid Ulster District Council** is signed on behalf of the parties.

Signed:


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[Name], [*the Company*]

Date:

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Signed:

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John McGrillen, Tourism NI

Date:

24 January, 2023

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