

Lough Neagh Partnership – Progress Report for 2022 - 2023

Project Development

LOUGH NEAGH PARTNERSHIP LTD will continue to develop the following projects for member Councils (five in total including ANBC, ABC, MEA, LCBC and MUDC):

Scheduled Actions	Projects for Further Development	Progress First Six Months (1 Apr 22 – 30 Sept 22)	Progress Second Six Months (1 Oct 22 – 31 Mar 23)
2A	Marketing and promotion of Lough Neagh by sharing information with Tourism NI (TNI), Tourism Ireland (TIL) and visitmidulster.com on a regular basis, producing and distributing Lough Neagh newsletter for stakeholders and consumers online, attend and promote at trade fairs and exhibitions.	<p>Listing of scheduled tours on TNI & TI website, TNI shared them on social media. This was in relation to the Lough Neagh Artisan Tour Series & Artisan Markets in May/June 2022.</p> <p>Set up new social media platforms for LNP, merged Lough Neagh Tours with Love Lough Neagh on Social Media, massive SM & marketing campaign for Lough Neagh Artisan markets – this project was shortlisted for the Embrace a Giant Spirit Awards, LNP attended</p> <p>Produced Five-year report for stakeholders highlighting all the work carried out across LNP’s various projects.</p> <p>Production of Wonders & Legends of LN book & LN Atlas of the Natural & Built Cultural Heritage</p> <p>Newsletters issued to monthly April – September.</p> <p>Attended the Adventure Travel Show in San Francisco in May 2022 with Tourism Ireland. LNP attended Great Days out in Mid Ulster and is registered to attend Meet the Buyer in March.</p>	<p>Email newsletters issued at Halloween and Christmas, monthly during May-Sept.</p> <p>LNP Participated in Tourism Ireland Travel and Adventure Show in San Francisco on May 22 and B2B Tour operator event in Copenhagen in Feb 2023. Portfolio of experiences includes: River Bann Tours, Tyrone Crafted Glass, Rosehill House, Coyle’s Cottage Lough Neagh’s Stories, Glenshane Farm, Seamus Heaney Homeplace, Bakehouse NI, Ballyscullion Park, Katie’s Cottage and the Lough Neagh Fisheries. This was out of a total of 20 experiences.</p> <p>Eimear secured a fam visit on Friday 24th March with one operator, the itinerary included 2 MUDC businesses: Rosehill House and the Linen Tour at Ardtara.</p> <p>MUDC and other Council Logos were updated on website</p> <p>Lough Neagh Tours Facebook 9,546 followers Instagram 1,030 followers Twitter 299</p> <p>Lough Neagh Artisans Facebook 2,013 followers Instagram 2,257 followers Twitter 90 followers</p> <p>Lough Neagh Partnership Facebook 3,696 followers Twitter 701 followers LinkedIn 287 followers</p>

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Scheduled Actions	Projects for Further Development	Progress First Six Months (1 Apr 22 – 30 Sept 22)	Progress Second Six Months (1 Oct 22 – 31 Mar 23)
2A cont.			<p>Mailchimp Stakeholder list 882 subscribers Artisan traders 143 subscribers Tourism list 495 subscribers</p> <p>Mailing list Tour operator contacts – 296 Stakeholder list 882 subscribers Artisan traders 143 subscribers Tourism list 495 subscribers</p> <p>Mailing list Tour operator contacts – 296</p>
2B	Assist Mid Ulster District Council implement recommendations of a Heritage Cluster Plan.	To meet Assistant Director to discuss recommendations in Oct 2022 et al.	<p>Continued discussion occurred with ‘World Heritage Site Tentative List Body’ regarding the proposal for Beaghmore.</p> <p>G Darby met with HED to discuss the possibility of working up a proposal for Beaghmore. To go back after Tentative List decision.</p>
2C	Develop a Lough Neagh Artisan Food Programme, including the development of new and existing artisan members, identifying artisan event opportunities and promotion of both.	<p>Held two successful Artisan Food Markets in Toome May & August 2022.</p> <p>Increased group membership to 20, with 8 members from Mid Ulster council area. Hosted an Artisan Tour Series in May/June, two of the tours included Mid Ulster artisans/venues.</p>	<p>LNP worked with MUDC for the Lough Neagh Artisans to run the Magherafelt Christmas Market in Nov 2022 – very successful.</p> <p>Another market was held 17th March at the Lock Keepers in Toome, MUDC businesses traded at the event with Artisans from MUDC attending eg Fishermens Cooperative, Annie’s Delights, Lough Neagh Stories, Bakehouse NI.</p>
2D	Joint development of tourism and economic programmes with Mid Ulster District Council including links with ICBAN and MSW groups, assist with access and recreational plans for school lands Derrytresk, Lower Bann Pathway and Traad Point/Ballyronan.	<p>Held teams meeting with Shane Mc Kinney from ICBAN regarding inclusion of Blackwater River in Shared Island North Ulster Canal Proposal.</p> <p>Request to do presentation to ICBAN and to meet Shared Island personnel on feedback to rejected proposal</p> <p>Meet with WI CEO MUDC CEO and Northern Regional Operations Director regarding development of Lough Neagh.</p>	<p>Met with Senior staff in Oct 2022 to highlight needs of Lough Neagh and LNP regarding possible different ways of viewing core funding needs. Recognised financial restrictions of Council.</p> <p>Gerry gave a presentation to MUDC on the new Strategy in Nov 2022 and highlighted recommendations of the new Lough Neagh Strategic Plan.</p>

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2D cont.		<p>Blackwater River and River Bann including access. Held two meetings with MUDC directors, elected representatives and local stakeholders to discuss potential development of Tradd Point.</p> <p>Provided copy of previous Tradd Point plan to MUDC To follow up with advice on River Bann proposal</p>	<p>Very positive feedback from Committee about the value and investment brought into the Council area by the LNP.</p> <p>Gerry met with senior officials from MUDC to discuss the economic, environmental & commercial opportunities for Lough Neagh and LNP to supplement lack of core funding. Positive meeting.</p> <p>New service level agreement to be discussed with MUDC for 2023/24.</p>
2E	<p>Development of Blackwater River, providing technical advice associated with dredging, help with boating needs to council staff on river and lough, assist with Environmental impact study and DfI business plans, link with ICBAN and Waterways Ireland to progress Ulster Canal development.</p>	<p>Helped develop Blackwater Dredging Steering Group Prepared Blackwater Study and did presentation to MUDC Attended Blackwater Steering group in Oxford Island June 2022 Coordinated and held Lough Neagh and Blackwater Dredging workshop in Ballyronan in June 2022. Liaison with DFI rivers section and Fishermen’s Co-op regarding dredging of Quays and River mouths LNP Commenced EIA surveying of all quays and river mouths Drew up basis spec for chemical analysis and topography for MUDC Consulted with ICBAN regrading Shared Island North Ulster Canal proposal Offered MUDC and Dredging Steering Group to help with preparing and any DFI business applications. Prepared and submitted Levelling up application for new markers and dredger on Lough Neagh</p>	<p>The LNP’s Levelling up application was rejected. Letter sent to MP to get feedback.</p> <p>Met with Waterways Ireland CEO John Mc Donagh regarding development of the River Blackwater. Feedback: CEO was waiting for new government to set up. They indicated they have no remit for the Lough</p> <p>Lough Neagh and the Blackwater navigation needs. The focus for LNP is dredging the opening of the river.</p> <p>LNP wrote a letter to the new DFI permanent secretary asking for new navigation approach to Lough.</p> <p>Gerry met with John O Dowd to get feedback on how to liaise with new Permanent secretary. Positive engagement with former Minister.</p>

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2F	<p>Continue to develop NIEA Shoreline Plan and securing funding for a management plan for Killycolpy and Killywoolaghan, community bird hides as per 2021/22, develop wet woodland and climate change strategy for Western Shores taking into consideration Mid Ulster District Council’s climate change and biodiversity plans. Implement recommendations for Lough Neagh islands and ASSI plan.</p>	<p>Management Plan for Killycolpy complete Wet woodland study being drawn up Climate Change and Carbon study being developed Transfer of Killycolpy nature reserve and School lands signed for and near completion. Community Bird hide received funding from NIEA for stage 2 to prepare off the shelf project. CRESI HLF application successful for new ranger to manage nature reserves. NIEA major 5-year strategic project being prepared SEUPB nature peatlands restoration project being prepared with RSPB Islands conservation work and all bird monitoring continuing via new boat</p>	<p>The Woodland study is now complete and will form the basis of an application to the National Lottery.</p> <p>An extensive climate change and carbon valuation study is now complete and includes the wider shoreline of MUDC.</p> <p>Major application submitted to EF fund with NIEA for 2 rangers and an ASSI study. Confirmed funding of £140,000 per year over next 5 years. (£700.000). Approximately £230,000 proportionately for MUDC.</p> <p>Major fencing and lane work done at Killycolpy in Feb 2023. Approx £80,000 of investment in this area.</p> <p>School lands and Killycolpy sites now transferred to LNP. Over 320 acres of prime bog in MUDC now to be managed better and in liaison with local community. Potential for access development also.</p> <p>A major bird hide study and planning permission and costings for 8 sites around Lough Neagh (2 in MUDC) continue to be developed in Ballyronan and at the mouth of Moyola, Ballymaguigan.</p>
2G	<p>Continue to develop and deliver an Environmental Farm Scheme on western shores of Lough Neagh by attracting new funding and through engagement with farmers, landowners, and relevant stakeholders to improve conditions. Assist Mid Ulster District Council in</p>	<p>Environmental Group Farm Scheme continues western shore Major Nature Recovery Network being developed at School Lands and Kilycolpy 143 new members in group scheme £17000 avg investment over last 5 years brought into individual farms New policy engagement with DAERA Countryside Management for next programme.</p>	<p>New pilot project pitched to DAERA to replicate outcomes approach similar to what happens in Burren. Met with DAERA Countryside Management in Mar 2023 to discuss pilot study to expand buffer zones around Lough Neagh and look at the outcomes for an environmental programme for farmers along the shores of Lough. Main beneficiary will be in Mid Ulster area</p>

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2G cont.	development of an Agricultural Strategy.	Offer open for help with the development of new agricultural biodiversity and climate change strategies in new 5-year SLA from Mar 2023 – Mar 2028	<p>Lough Neagh EFS Members 115 members in 81 businesses Including East Rivers members: 27 members in 17 businesses</p> <p>Total Investment brought into Lough via EFS Scheme £4,560, £819.25+ but may be as high as £7,682,000</p> <p>Proposed new extension to existing Lough Neagh EFS scheme worked up in Mar 2023 and submitted to DAERA. Applied for approx. £255,000.</p>
2H	Develop funding applications and attract investment from SEUPB for RSPB project, NPA for bicycle tourism development, Levelling Up for navigation aids and new dredger, examine Shared Island funding opportunities.	<p>New independent strategy drawn up for LNP and sent to three main Councils with details of integrated investment strategy with major funders and Councils.</p> <p>Levelling Up application Made for new markers and Dredger Shared Prosperity Application developed and ready to be made</p> <p>Discussions held with RSPB and UWT regarding SEUPB peatland and Nature recovery proposals for Lough Neagh Request for CEO MUDC and Monaghan County Council to meet with Shared Island people.</p>	<p>Discussions with RSPB positive and proposal for Killycolpy and school lands being developed.</p> <p>Dredger proposal rejected by Levelling Up. Replied to Levelling Up Scheme</p> <p>Small development Shared Island application made with partners</p> <p>Meeting with UWT to develop Lough Neagh Peatland Carbon Project</p> <p>Attended SEUPB information event on Rural Development</p>
2I	Develop an Interdepartmental Committee for Lough Neagh and examine funding opportunities for technical developments of Lough Neagh ownership bid.	<p>Meeting and presentation made to Minister O Dowd in Jul 2022 Request for him to set up interdepartmental group for Lough</p> <p>NLHF expression of interest made for ownership of Lough Neagh</p> <p>Follow up Letter sent to Minister regarding Interdepartmental Group sent in Aug 2022 Request for DFI meeting made.</p>	<p>Met with J O Dowd and letter sent to CEO DFI.</p> <p>Met with HLF and agreed to draw up and ownership bid. In process and pending</p> <p>Meeting with Shaftesbury Estates held to discuss the management ownership. Positive feedback</p> <p>Shooting groups engagement meeting held with all shooting groups. Approx 120 people attended with 12 shooting groups and clubs.</p>

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2J	Develop Moiled Cattle Scheme for Lough Neagh and western shore members and create a new food chain.	Moiled Cattle scheme set up Website under construction, promotional materials in production and marketing plan is being developed.	Moiled cattle scheme is now set up and all claims with DAERA finalised. This is the only one in Northern Ireland at present, there are currently 4 farm members. This is to be expanded as part of the new EFS scheme.

Roles and Responsibilities

LOUGH NEAGH PARTNERSHIP LTD will provide the following services for the Council:

Roles & Responsibilities	Progress
LOUGH NEAGH PARTNERSHIP LTD will assist with project identification, project co-ordination and financial management as agreed for relevant funding programmes.	Financial management and project coordination continues
LOUGH NEAGH PARTNERSHIP LTD will represent the agreed vision of the region in responding to consultations relating to regional, international, and global issues	LNP meetings with CEOs and senior directors of new funding bodies and three main Councils
LOUGH NEAGH PARTNERSHIP LTD will organise Best Practice Visits of both elected members and officials as and when required.	EFS best practice meetings and dredging best practice meetings to be put back to 23/24
LOUGH NEAGH PARTNERSHIP LTD will submit six monthly reports detailing progress on all key areas of work and its contributions.	First and second six-monthly report provided for 2022/23
LOUGH NEAGH PARTNERSHIP LTD will administer all structures necessary to manage and implement the funds appropriately.	All funds recorded
LOUGH NEAGH PARTNERSHIP LTD will facilitate the involvement of council staff and elected members in its work.	MUDC Cllrs attend LNP board meetings and AGM, and feedback reports provided.
LOUGH NEAGH PARTNERSHIP LTD will provide ongoing support to council's objectives.	Continual liaison with elected and executive officers
LOUGH NEAGH PARTNERSHIP LTD Strategic Manager will meet with Council's Tourism Manager at least four times throughout the year to review and monitor progress.	Manager regularly meets with MUDC Tourism Manager. Has met at least three times in last 6 months

APPENDIX 2

SERVICE LEVEL AGREEMENT

BETWEEN

MID ULSTER DISTRICT COUNCIL

AND

LOUGH NEAGH PARTNERSHIP LTD

April 2023 – March 2024

THIS AGREEMENT is made on the
PARTIES

(1) MID ULSTER DISTRICT COUNCIL whose address is at Dungannon Office, 15 Circular Road, Dungannon BT71 6DT (the "**Council**"); and

(2) LOUGH NEAGH PARTNERSHIP LTD whose registered office is at, The Marina Centre, Unit 3, 135A Shore Road, Ballyronan, Magherafelt, BT45 6JA.

BACKGROUND

a) Lough Neagh Partnership (LNP) was formed in 2003 and has a Board of Directors which is representative of local government, private sector, community sector and special interest groups. It has delivered a large number of infrastructural and marketing programmes on behalf of DAERA, Tourism NI, DfC and local authorities.

b) The LOUGH NEAGH PARTNERSHIP LTD co-ordinates and promotes tourism, environmental and heritage activities on Lough Neagh and the Lough Neagh shoreline on behalf of the five councils around the lough; Mid Ulster District Council. Antrim and Newtownabbey Borough Council, Armagh, Banbridge and Craigavon Borough Council, Mid and East Antrim Borough Council and Lisburn and Castlereagh Borough Council.

c) In previous years financial contributions were conditional to requests being made to the other four Councils around the Lough Shore, pro-rata in accordance with the approximate amount of shoreline and/or activity hubs.

1. DEFINITIONS

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

"Commencement Date" shall mean 1st April 2023.

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

"Law" shall mean the laws of Northern Ireland and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which LOUGH NEAGH PARTNERSHIP LTD 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 31st March 2024.

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

2. COMMENCEMENT AND DURATION

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

3. SUPPLY OF SERVICES

a. LOUGH NEAGH PARTNERSHIP LTD shall provide the Services and provide secretariat to LOUGH NEAGH PARTNERSHIP LTD Company and its structures with a view to enhancing the region and bring funding in partnership with all 5 local authority members for the duration of the Term and in accordance with the provisions of this Agreement.

b. Responsibility for the management of the LOUGH NEAGH PARTNERSHIP LTD will be vested in the Board of Directors of LOUGH NEAGH PARTNERSHIP LTD and its executive team.

c. The parties’ authorised representatives for the purpose of this shall be the Tourism Service Manager and the Strategic Manager of LOUGH NEAGH PARTNERSHIP LTD.

d. The Council reserves the right to withdraw funding should the LOUGH NEAGH PARTNERSHIP LTD fail to adequately provide the service as outlined in this document, which forms the basis of the Council’s agreement to commit funds to it. Funding will be on an annual basis and will require LOUGH NEAGH PARTNERSHIP LTD to submit 6 month and end of year progress reports for each year of the Agreement showing progress against the targets and the plan for the year ahead. In addition LOUGH NEAGH PARTNERSHIP LTD may be required to attend a committee meeting of council to outline their progress to date and work for the future months.

4. COMPLAINTS PROCEDURE

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

6. INSURANCE

a. LOUGH NEAGH PARTNERSHIP LTD 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 Supplier. 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 PARTNERSHIP LTD.

b. If, for whatever reason, the LOUGH NEAGH PARTNERSHIP LTD 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 PARTNERSHIP LTD.

c. The terms of any insurance or the amount of cover shall not relieve the LOUGH NEAGH PARTNERSHIP LTD of any liabilities under the agreement.

7. LOUGH NEAGH PARTNERSHIP STAFF

a. In relation to the employment of staff, employment conditions and practices must comply with all the relevant Law and should take account of current good practice in relation to employment rights and the promotion of equality of opportunity and good relations.

b. The Parties believe that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "Employment Regulations") will not apply to this Agreement, whether on its commencement, during the Term 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 PARTNERSHIP LTD 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 PARTNERSHIP LTD 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 PARTNERSHIP LTD'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 PARTNERSHIP LTD'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 PARTNERSHIP LTD in accordance with Schedule 1 and 2.

b. If LOUGH NEAGH PARTNERSHIP LTD is in breach of any of its obligations relating to this Agreement then the Council may require LOUGH NEAGH PARTNERSHIP LTD to pay the Council the aggregate of all Charges paid to LOUGH NEAGH PARTNERSHIP LTD 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 PARTNERSHIP LTD shall be required to submit 6 month and end of year progress reports for each year of the agreement showing progress against the targets and the plan for the year ahead. In addition LOUGH NEAGH PARTNERSHIP LTD may be required to attend a committee meeting of council to outline their progress to date and work for the future months.

10. INDEMNITY

a. LOUGH NEAGH PARTNERSHIP LTD 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 PARTNERSHIP LTD'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 PARTNERSHIP LTD.

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 PARTNERSHIP LTD 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 names of each party. Both parties acknowledge that they shall each act as independent controllers in respect of these employee names.

b. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

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

14. NO PARTNERSHIP OR AGENCY

a. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

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

15. CONFIDENTIALITY

a. The provisions of this clause do not apply to any Confidential information:

i. is or becomes available to the public (other than as a result of its disclosure by the receiving party or its representatives in breach of this clause);

ii. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

iii. was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

iv. the parties agree in writing is not confidential or may be disclosed;

v. which is disclosed by the 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 PARTNERSHIP LTD 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 PARTNERSHIP LTD which shall specify the default in outline and the actions LOUGH NEAGH PARTNERSHIP LTD 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 PARTNERSHIP LTD 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 PARTNERSHIP LTD why it cannot accept the draft remediation plan. In such circumstances, LOUGH NEAGH PARTNERSHIP LTD 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 PARTNERSHIP LTD draft remediation plan shall be deemed to be agreed.

e. Once agreed, LOUGH NEAGH PARTNERSHIP LTD 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 PARTNERSHIP LTD 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 PARTNERSHIP LTD 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 PARTNERSHIP LTD if one or more of the following circumstances occurs or exists:

- i. if LOUGH NEAGH PARTNERSHIP LTD is in material breach of this Agreement, which is irremediable;
- ii. if LOUGH NEAGH PARTNERSHIP LTD 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 PARTNERSHIP LTD.

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 PARTNERSHIP LTD 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 PARTNERSHIP LTD will provide a service to Mid Ulster District Council (MUDC) that will deliver the priorities in their agreed LOUGH NEAGH PARTNERSHIP LTD Independent Strategic Review and Plan 2023 - 2028 providing services to the wider whole Lough. This permits all areas to work together in developing and setting priorities for the region and play a pivotal role in the formation of strategic alliances between key stakeholders in the region.

2. PROJECT DELIVERY

2.1. Integrated Departmental and Council Services

LOUGH NEAGH PARTNERSHIP LTD will continue to develop the following projects for member Councils around the entirety of Lough Neagh: -

- A.** Marketing and promotion of Lough Neagh by sharing information on LNP websites and weekly posts on social media channels, producing and distributing Lough Neagh monthly newsletters for stakeholders and consumers. Attendance and promotion at relevant trade fairs and exhibitions (minimum of 2 per year).
- B.** Continue to develop a Lough Neagh Artisan Food and Crafts cluster, including the development of new and existing artisan members, and identifying artisan event opportunities and promotion of both. To attract at least 4 new businesses in the Mid Ulster Area.
- C.** NIEA Shoreline Plan - implement recommendations for Lough Neagh islands and ASSI actions for year 2023.
- D.** Continue to develop and deliver the Environmental Farm Scheme on the shores of Lough Neagh by attracting new funding and through engagement with farmers, landowners and relevant stakeholders to improve conditions.
- E.** Develop funding applications and attract investment from SEUPB for RSPB project, explore opportunities for bicycle tourism development, investigate Levelling Up opportunities for navigation aids and new dredger. Examine Shared Island and wider funding opportunities to assist with the delivery of the recommendations within LNP Independent Strategic Review and Plan 2023 – 2028.
- F.** Develop an Interdepartmental Committee for Lough Neagh and examine funding opportunities for technical developments of Lough Neagh ownership bid.
- G.** Continued development and delivery of the Moiled Cattle Scheme for Lough Neagh and western shore members and create a new food chain.

H. Assist development of Blackwater River, providing technical advice associated with dredging, provide assistance with boating needs to council staff on river and lough, assist with EIA's and DfI business plans, link with ICBAN and Waterways Ireland to progress Ulster Canal development.

I. Delivery of 2 environmental presentations on Lough Neagh in MUDC area.

3. ROLES AND RESPONSIBILITIES

3.1. LOUGH NEAGH PARTNERSHIP LTD will provide the following services for the Council:

3.1.1. LOUGH NEAGH PARTNERSHIP LTD will assist with project identification, project co-ordination and financial management as agreed for relevant funding programmes.

3.1.2. LOUGH NEAGH PARTNERSHIP LTD will represent the agreed vision of the region in responding to consultations relating to regional, international and global issues.

3.1.3. LOUGH NEAGH PARTNERSHIP LTD will organise Best Practice Visits of both elected members and officials as and when required.

3.1.4. LOUGH NEAGH PARTNERSHIP LTD will submit 6 monthly reports detailing progress on all key areas of work and its contributions.

3.1.5. LOUGH NEAGH PARTNERSHIP LTD will administer all structures necessary to manage and implement the funds appropriately.

3.1.6. LOUGH NEAGH PARTNERSHIP LTD will facilitate the involvement of council staff and elected members in its work.

3.1.7. LOUGH NEAGH PARTNERSHIP LTD will provide ongoing support to council's objectives.

3.1.8. LOUGH NEAGH PARTNERSHIP LTD Strategic Manager will meet with Council's Tourism Service Manager at least 2 times throughout the year to review and monitor progress.

SCHEDULE 2 – FINANCIAL & RESOURCING ARRANGEMENT

3.1 The Council has agreed that payment of £22,000 sterling (Twenty two thousand pounds) will be paid to LOUGH NEAGH PARTNERSHIP LTD for organisation costs for year 1 April 2023 – 31 March 2024.

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 PARTNERSHIP LTD 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, Gerry Darby, as Strategic Manager of LOUGH NEAGH PARTNERSHIP LTD have read and understood the Council's Service Level Agreement between LOUGH NEAGH PARTNERSHIP LTD 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 PARTNERSHIP LTD.

Council Official

**LOUGH NEAGH PARTNERSHIP LTD
Strategic Manager**

Signed:

Signed:

Position:

Position:

Name (Block Capitals)

Name (Block Capitals):

Date:

Date:

Donaghmore Historical Society

The Heritage Centre,
Pomeroy Road,
Donaghmore
BT70 3HG



Donaghmore Historical Society

22nd September 2023

Dear Councillors,

Ref: Request for a letter in support of Donaghmore Historical Society's funding application to the Heritage Lottery.

Donaghmore Historical Society was established 40 years ago in 1983 with the aim of preserving, documenting, and sharing the history of Donaghmore and its surrounding area. We are based in the former Donaghmore National School which the Society has restored and used as a focal point for our activities, and for housing important resources such as artefacts connected with Donaghmore Soap Works, local townland studies and Dickson's Mill, Dungannon. During this time the society has contributed to the life and culture of the village of Donaghmore and district, engaging with all sectors of the community. We have worked in partnership with other community-based organisations in the area, such as BEAM and the Bardic Theatre, and we have led on major local projects such as the memorial and website for the Dungannon Workhouse (with financial support from Mid Ulster District Council).

Up until 2020 almost all our activity had been 'in-person' talks and meeting with people who visited the area and the Heritage Centre to find out more about their family heritage. However, with the challenge of continuing during the Covid pandemic we looked to digital technology to enable our communications with others and through that time it became clear how much people valued the chance to learn more about their heritage. It also became apparent that we had developed an audience further afield who were now able to connect with the Society.

Considering our experiences to date we have developed a three-year strategic plan that will take the work of the society on to the next stage of development – "Donaghmore, Sharing and Connecting with our Heritage". A significant component of this plan is the building of a replica 6th century working cornmill adjacent to the Back Ford in Donaghmore. By working in partnership with BEAM Creative Network and other local organisations as appropriate, it is our intention to apply for Heritage Lottery Funding to help achieve some of the identified outcomes within our plan. To facilitate this development, we are asking Mid Ulster District Council to provide a letter of support for our external funding application.

The plan includes several key areas of activity.

	Key activity	Outcomes
1	Recruit and employ a Heritage Arts Officer to enable the connections between the community and its history and facilitate	Developing the Heritage Centre as a hub for local history and heritage, engaging people of all ages

APPENDIX 3

	the other outcomes associated with the strategic plan	with their history in creative and interesting ways.
2	Digitise resources	The resources currently held in the centre will be more widely available. The society's resources will be conserved and catalogued
3	Provide heritage signage for the village	Visitors and locals will be more informed about the heritage of the village. People of all ages will have digital access to resources that promote the unique history of Donaghmore
4	Develop a vibrant and dynamic online presence through a website and social media	Effective digital communications that ensure locals, visitors and the Donaghmore diaspora have access to heritage resources and information.
5	Design and construct a fully working water-powered corn mill based on local 6 th century archaeological evidence	The Corn Mill will demonstrate the technology used in the 6 th century to process grains into flour. A package of learning and interpretive materials, both historical and STEM focused will be available to visitors, including schools.

In conclusion, Donaghmore Historical Society would like to thank Mid Ulster District Council for the support that has been provided to date and we hope that you will consider this request for a letter in support of our application to the Heritage Lottery.

Yours sincerely
 Evelyn Cardwell
 Chair of Donaghmore Historical Society



Background

The JingleBall Run, originally scheduled for December 2022, took place on Saturday February 25th this year 5:30 pm to 6:30 pm. Adrian Logan hosted this outdoor event, and it garnered substantial attendance with more than 500 members of the public participating. The Dungannon Traders Association recognized it as a successful initiative for boosting town footfall and generating £3000 in funds for local charities.

Representatives from the town's local sports clubs, including soccer, rugby, hockey, Gaelic football, and camogie, were present and actively engaged in a variety of "Jingle ball challenges."



As an innovative pilot project aimed at increasing foot traffic in the town, the traders' event has been recognized as a success with promising prospects for the future. Valuable lessons have been learned to further develop this community initiative as a central town attraction. There are plans to organise it once more on Saturday December 16th this year, as part of the Christmas season preparations, contingent on continued support from the Council. Conversations have commenced with prospective sponsors and charitable organizations to oversee the community event, and preliminary steps have been taken to initiate road closures.



Proposal Title: **Dungannon JingleBall Run 2023**

Proposed date for event: Saturday 16th December 6.30pm – 7.30pm

Description:

10,000 coloured plastic balls will be rolled down Castlehill Road (from Dungannon Orange Lodge entrance to Feeney’s Lane) Each ball is numbered and the first 10 balls over the line will win Mid Ulster Council shopping gift vouchers. Proceeds for the event will go to three charities (St Vincent de Paul, TAIS N.I. and Zambia Education and Development).

Balls will be sold in advance of the day and prior to the event.



All the balls would be loaded onto 2 telehandlers located at the gate of the Dungannon Orange Lodge. At 7.15pm the ball would be released

Adrian Logan has agreed to comper the event and as part of the build up to the “ball drop”, various celebrities from the local sports club would attend to support the event. It is planned that there will be street entertainment at the steps of the top of Market Square including school choirs, demonstrations from local sports clubs, interviews of local celebrities including Santa Clause. It is also planned to offer spot prizes to spectators attending the Ball Drop.

Dungannon Enterprise Centre will also be operating a Christmas market in the Space@Market Square on the Saturday and have a booth to purchase balls on the day.

Logistics:

Dungannon Traders Group will work to deliver the event with the voluntary staff support from the following organisations:

- St Vincent De Paul,
- Members of TAIS N.I.
- JPS Construction Ltd.
- South Tyrone Men Shed
- Zambia Education and Development
- Dungannon Enterprise Centre

The following sports clubs will also be involved in the event:

- Dungannon Clarkes GFC
- Dungannon Rugby Club
- Dungannon Hockey Club
- Naomh Treasa Dún Geanainn Camogie Club
- Dungannon Swifts

Outcome from the event:

1. 3000 plus visitors to the town on the day of the event
2. £15000 raised for charity.
3. 50 people from sports clubs, charities and local residents involved in the running of the community event.
4. Increased feel-good factor among local residents and visitors to Dungannon.
5. Province wide publicity of the cross-community family event and the town centre

Rationale for the event:

The event will bring visitors to the town who may do Christmas shopping. This unique event should attract province wide publicity of Dungannon that can only benefit all.

Forecasted Costings:**Expenses**

Lighting	400
Barriers	1000
Labour	1000
Balls - Danielle	100
Compere - A Logan	600
Publicity and social media	600
PA system	1200
DJ	200
Posters	200
Prizes	1500
Banners	200
Insurance	426
Traffic management	1100
website - ecommerce system	400
TOTAL	£ 8,926

Funding

Sponsorship	1000
McKinney Competitions	1000
JPS Construction	1000
Baloo Hire	1000
PA Duffy & Co Solicitors	500
ASM Chartered Accountants	500
Dungannon Credit Union	500
Dungannon Enterprise Centre	1000
	£ 6,500

To ensure the successful execution of a high-quality community event in the town, there is currently a funding gap of approximately £2500. **Dungannon Traders Association request that the Mid Ulster Council consider providing a contribution of £2500 to support this event.**

In appreciation of this support, the Council will receive:

- Prominent recognition, including advertising on all promotional materials,
- Acknowledgment by the event's compere during the evening and an interview with the Council Chair.
- Prizes for the winning balls include Mid Ulster Council gift cards: £750 for first place, £500 for second place, and £250 for third place. This event will also serve as an excellent platform to raise awareness and promote the Gift Card scheme available in the area.



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