

7August 2018

Ref: 101000356513

Mid Ulster District Council
Circular Road
Dungannon
Co Tyrone
BT71 6DT

For the attention of Mr Anthony Tohill

Dear Sir,

Re: Letter of Offer 1808/130168542 issued 7 August 2018

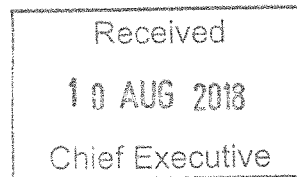
Please find enclosed two originals of a Letter of Offer for your consideration.

If you wish to accept the offer, you should **sign** the letter where indicated and return **one complete original Letter of Offer** to Invest NI's Financial Letters of Offer Branch, 5th Floor, Bedford Square, Bedford Street, Belfast, BT2 7ES within **THREE CALENDAR MONTHS** from the date of issue, otherwise the letter will be deemed to have been withdrawn.

It is important to note the execution requirements for the form of acceptance found on page 6 of our 'Letter of Offer'.

Should you have any queries, please do not hesitate to contact us.

Yours faithfully
FOR AND ON BEHALF OF
INVEST NORTHERN IRELAND



7 August 2018

Ref: 101000356513
LoO Ref No: 1808/130168542

Mid Ulster District Council
Circular Road
Dungannon
Co Tyrone
BT71 6DT

For the attention of Mr Anthony Tohill

Dear Sir,

PROJECT TITLE: Council EUIGJ - LED2 - Mid Ulster Tender Ready Programme

1 FINANCIAL ASSISTANCE

In consideration of Mid Ulster District Council ("**the Council**") entering into the agreement set out in this letter, Invest Northern Ireland ("**Invest NI**") is prepared, subject to the terms and conditions set out in this letter to make available to the Council the following Financial Assistance which may be part funded from the European Regional Development Fund ("**ERDF**") to enable the Council to implement and complete the Project (as defined in **paragraph 2** below).

- 1.1 A Local Economic Development (**LED**) resource grant (not exceeding £208,960) at a rate of 80% of vouched and approved expenditure as per the provisions in the Local Economic Development Resource Grant Annex.

2 DEFINITIONS USED IN THIS LETTER

Expressions in this letter (including the annexes) shall have the meanings set out in the Definitions Annex.

3 REFERENCES AND INCORPORATION AND INTERPRETATION OF ANNEXES

- 3.1 References to any paragraphs or sub-divisions of a paragraph are references to paragraphs and subdivisions of paragraphs in this letter. References to any enactment, including any subordinate legislation made pursuant to any enactment, are to be construed as referring also to any amendment or re-enactment thereof.
- 3.2 Any annexes to this letter shall be deemed to be incorporated in and form part of this letter and references in this letter to any provisions of this letter shall be deemed to include, where the context so admits or requires, references to provisions of the annexes.
- 3.3 For the purposes of the grant annex (or annexes) to this letter, reference to any date specified in or derived from the terms of that annex (including those specified in or derived from the definition of End Date and the definition of Completion Date) shall in each case be deemed to be a reference to the date so specified or so derived or to such later date as Invest NI may consent to in writing.

4 PRE-CONDITIONS

There are no pre-conditions relating to this letter.

5 GENERAL CONDITIONS

5.1 The Project

The Council shall diligently implement and complete the Project and ensure that the Financial Assistance shall be applied to the Project in accordance with the **Application**.

5.2 Financial and other information

The Council shall furnish Invest NI with the following (each to be satisfactory to Invest):

- 5.2.1 a report of progress against the Performance Indicators as set out in the Project Performance Indicators Annex, within 4 weeks of the end of each quarter;
- 5.2.2 a report of progress against the Key Actions as set out in the Project Key Actions Annex, within 4 weeks of the end of each quarter;
- 5.2.3 progress reports on the Project as and when required by Invest NI, and a final progress report on the project within 3 months after the end of the Project, such reports to be satisfactory to Invest NI;
- 5.2.4 such additional financial and other information as Invest NI may from time to time reasonably require;
- 5.2.5 such information as may be required by the European Commission.

5.3 Matters Requiring Consent of Invest NI

The Council shall not, without the prior written consent of Invest NI, such consent not to be unreasonably withheld:

- 5.3.1 change the activities described in the Application Form or;
- 5.3.2 make any significant changes over the lifetime of the Project to the individual categories of expenditure, or expenditure profile or quantifiable targets; or
- 5.3.3 make any change to the Project's use, its financing or ownership; or
- 5.3.4 assign or in any way encumber any rights to receive Financial Assistance or other benefit or entitlement under this letter; or
- 5.3.5 allow any other person or company, other than the Council, to be entitled to participate in or have the benefit of the Financial Assistance or permit any commission, profit sharing or other arrangements under which any other person or company shall benefit from the Financial Assistance.

5.4 Project Manager

If a Project Manager is not already in position the Council shall appoint a Project Manager within six months from the date of issue of this letter, such Project Manager to be satisfactory to Invest NI.

5.5 State Aid

The Council shall ensure that financial or other assistance awarded to undertakings as part of the Project is done so in accordance with the European Commission's State aid regulations including, but not limited to, Commission Regulation (EU) No 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty (the General Block Exemption Regulation) and Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid. The Council shall comply with the EU Treaty on the Functioning of the European Union in respect of the Project.

5.6 CPD Procurement Advice

The Council agrees to co-operate and comply with Central Procurement Directorate (CPD), in connection with the procurement process and shall adhere to Northern Ireland public procurement policy in delivering the Project. The Council shall comply with the EU Treaty on the Functioning of the European Union in respect of the Project

5.7 Publicity

5.7.1 From the date on which this offer is accepted and throughout implementation of the Project the Client shall (a) provide on its website, a short description of the Project including its aims and results, highlighting the financial support from the EU, (b) ensure the EU logo is visible on at least one electronic platform without scrolling and with the device at optimal resolution, on either a page specific to the Project or on the home page of the Client, and (c) place an A3 poster with information about the Project at a location readily visible to the public, such as the entrance of the building in which the Project is undertaken. In addition, the Client shall ensure that those taking part in the Project shall be informed of this funding.

5.7.2 From the date on which this offer is accepted and throughout implementation of the Project, any information and communication measures or documents provided by the Client to the public in respect of the Project shall display (a) the emblem of the European Union together with a reference to the Union and (b) a reference to the European Regional Development Fund.

6 DEFAULT

Any of the following circumstances shall constitute an Event of Default:

- 6.1 in the reasonable opinion of Invest NI, the Project has been abandoned;
- 6.2 any information provided by the Council or any staff of the Council to Invest NI in support of the Council's Application for the Financial Assistance, or otherwise in connection with the purposes or conditions of this letter, is misleading, incomplete or incorrect in any respect which is Material to Invest NI;
- 6.3 the Council fails to pay or repay to Invest NI any sum due to Invest NI when it becomes due under this letter or otherwise;
- 6.4 any Financial Assistance paid to the Council under the terms and conditions of this letter is used by the Council for any purpose other than eligible expenditure in relation to implementation of the Project;
- 6.5 it appears to Invest NI that the Project is unlikely to be completed, that the Project has not been implemented as per the Application, the Project Key Actions have not been achieved
- 6.6 the Council is in breach of any of its obligations under this letter and such breach is incapable of remedy or, if capable of remedy, remains unremedied for a period of 30 days after written notice by Invest NI. (For the purposes of this provision, where an obligation specifies a time within which or by which a thing is to be done, a breach of that obligation shall not be treated as incapable of remedy for the reason only that the thing is not done within or by the specified time);
- 6.7 a receiver is appointed of any of the Council's assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Council or if any other person takes possession of or sells the Council's assets;
- 6.8 the Council proposes or enters into a voluntary arrangement or composition with its creditors or makes any arrangement or composition with its creditors or makes an Application Form to a court of competent jurisdiction for a moratorium seeking protection from its creditors in any way and/or a distress or execution order is levied or if Enforcement of Judgments Office proceedings are commenced against any of the property of the Council or any similar proceedings are commenced in another jurisdiction;

6.9 the Council ceases to carry on its business or substantially the whole of its business otherwise than in the reasonable opinion of Invest NI by way of temporary cessation of business;

6.10 the Council ceases to be a legal entity;

7 STOPPING OF PAYMENTS OF FINANCIAL ASSISTANCE

7.1 Without prejudice to any other rights of Invest NI under this letter Invest NI shall be under no obligation to make any payment(s) or any further payment(s) of the Financial Assistance to the Council if:

7.1.1 an Event of Default has occurred;

7.1.2 the Council is in breach of any of its obligations under this letter (whether or not constituting an Event of Default), including without limitation any failure to furnish financial reports or other information within the time limits specified in **paragraph 5**; or

7.1.3 in the reasonable opinion of Invest NI there has been Material and adverse change in the business, assets or other circumstances of the Council.

7.2 In any case where a breach by the Council of its obligations under this letter is capable of remedy and is remedied within 30 days of written notice by Invest NI; and such breach is the sole reason for the exercise of Invest NI's right to cease making payments of the Financial Assistance; Invest NI shall reinstate the making of payment of the Financial Assistance.

8 REPAYMENT OF FINANCIAL ASSISTANCE

If an Event of Default occurs the Council shall on written demand by Invest NI repay to Invest NI the aggregate of all payments of Financial Assistance made to the Council ("**the aggregate sum**") prior to such event, less any part of the aggregate sum which may have been repaid under any other provision of this letter, or such lesser amount as Invest NI may determine.

9 DURATION

This letter other than **paragraphs B, G and H of the Terms and Conditions Annex** shall remain in force for a period of five years from the date of the last payment of Financial Assistance ("**the termination date**") but without prejudice to any claim or right arising out of any breach of any obligation under this letter occurring before the termination date.

10 FAILURE TO INITIATE THE PROJECT

If by the end of the period of 6 months from the date of this letter the Council has not Initiated the Project then the offer of Financial Assistance may be withdrawn by Invest NI and after which shall cease to have any obligations under this letter.

11 ACCEPTANCE

This letter is issued in duplicate and if the Council is prepared to accept the offer on the terms and conditions set out in this letter, acceptance should be indicated below, **and one complete letter** returned to Invest NI, Financial Letters of Offer Team Bedford Square, Bedford Street, Belfast, BT2 7ES.

12 AVAILABILITY

The foregoing offer shall remain open for a period of three calendar months from the date of this letter and if not accepted in the manner referred to above and received by Invest NI, within that time, it shall be deemed to have been withdrawn.

13 **CONTACTS IN INVEST NI**

Although the Stakeholder Executive controlling this case is Shirley Devlin at our Omagh office, any initial queries regarding the terms and conditions of this letter should be addressed to the undersigned. Queries relating to claims and payments should be addressed to Invest NI's Claims Team at 5TH Floor, Bedford Square, Bedford Street, Belfast, BT2 7ES contact us on claims@investni.com.

Yours faithfully
FOR AND ON BEHALF OF
INVEST NORTHERN IRELAND



FORM OF ACCEPTANCE - LoO: 1808/130168542

REF: 101000356513

This offer of Financial Assistance is hereby accepted by the Council on the terms and conditions set out in this letter and on the understanding that the Council is responsible for providing or generating any further finance needed for the Project after taking into account the funding as set out in this letter.

Signed by the Council on this _____ day of _____ 20

PRESENT when the COMMON SEAL of
MID ULSTER DISTRICT COUNCIL
was hereunto affixed in the presence of:

[Duly Authorised Officer]

[Duly Authorised Officer]

NOTE

Please do not detach this form of acceptance from the letter (one complete original letter should be signed and dated and returned to Invest NI).

Please quote your reference number and letter number on all correspondence to Invest NI.

DEFINITIONS ANNEX

The following definitions shall apply throughout this letter:

“Application” means the Application Form and/or Business Case dated 20 June 2018 and submitted to Invest NI by the Council and approved by Invest NI in support of the Council's Application for the Financial Assistance setting out details of the Project and its implementation and completion and includes any variation or amendments approved by Invest NI and the Council;

“Business Premises” means the premises occupied by the Council at Circular Road, Dungannon, Co Tyrone, BT71 6DT and any other Northern Ireland premises deemed acceptable to Invest NI, including any additions, extensions or modifications thereto;

“Commission” means the Commission of the European Union;

“Completion Date” means the date by which the Project must be completed as specified in the Local Economic Development Resource (LED) Grant Annex.

“E-Cohesion” means the exchange of information, after signing this letter, between the Council and Invest NI by means of electronic data transfer that is intended to reduce the administrative burden and allow provision of information only once for requirements including (but not limited to) claims, inspection, audit, disclosure and retention as described in this letter;

“End Date” has the meaning given to it in the grant annex(es);

“Event of Default” means any of the events specified in **paragraph 6**;

“Invest NI Quality Business Referral” means a business being referred from Mid Ulster Tender Ready Programme that is capable of accessing financial support from Invest NI. Financial support may include but not be limited to Invest NI mainstream financial support, R&D funding, Innovation Vouchers and Trade support. Referrals from Mid Ulster Tender Ready Programme to Invest NI must be submitted using a standard proforma satisfactory to Invest NI and each referral must be ‘accepted’ by Invest NI.

“Job(s)” means a job role in which a person who is employed full-time, i.e. for 30 or more hours per week, or a Full Time Equivalent (FTE) i.e. a combination of two or more persons who are employed for the combined equivalent of 30 hours or more per week, as evidenced in a written contract of employment;

“Job Creation” means the calculation of Jobs in relation to this Project based on a before / after indicator to capture the employment increase that is attributed to the Project. Safeguarded jobs cannot be counted.

“Financial Assistance” means the Financial Assistance specified in **paragraph 1** or any such part or parts thereof as the context requires;

“Initiated the Project” means commencement of activities as per the annexes of this letter;

“Local Economic Development (LED)” means the programme under which Invest NI provides Financial Assistance to Councils to deliver programmes to businesses and individuals within their Council areas to increase job creation.

“Material” means where the context permits, anything which in the reasonable opinion of Invest NI, might have a significant or serious effect on the Project;

“Project” means the introduction, maintenance and completion of actions of the nature described in the Application key actions specified in the Project Key Actions Annex in respect of the Clients business of local government authority at/from the Business Premises (**“business activities”**).

“Project Manager” means the individual appointed by the Council to be in charge of managing the Project and the contact for Invest NI on matters relating to the Project;

“Stakeholder Executive” means the official within Invest NI responsible for administering the provision of Financial Assistance to the Project and the prime contact within Invest NI in respect of the Project;

PROJECT KEY ACTIONS ANNEX

1. Council to commence procurement for a delivery agent to deliver and manage the Mid Ulster Tender Ready Programme by 30 September 2018.
2. Recruit a minimum of 130 businesses to progress onto programme support by 30 April 2022.
3. Deliver a minimum of 650 days mentoring to at least 130 programme participants (maximum of 5 days per participant) by 31 December 2022.
4. Deliver at least one seminar (minimum of 30 participants at the event) by 30 November 2020.
5. A minimum of 130 procurement audits completed by 30 June 2022.
6. Produce a mid-term evaluation 24 months after programme commencement.
7. Produce a final evaluation report by 30 November 2023.

PROJECT PERFORMANCE INDICATORS ANNEX

1. Progress against the Project Key Actions Annex as listed above.
2. Council will use all reasonable endeavours to create at least 195 jobs as a result of Mid Ulster Tender Ready Programme support by 30 November 2023.
3. Council will use all reasonable endeavours to generate at least 20 Invest NI quality business referrals by 31 December 2022.

LOCAL ECONOMIC DEVELOPMENT (LED) RESOURCE GRANT ANNEX

Claims

- 1.1 The grant shall be available from the date of this letter against written claims in Invest NI's standard form received no later than 30 June 2023.
- 1.2 All claims must be accompanied by a written progress report on the Project, unless otherwise agreed with Invest NI, such report(s) to be satisfactory to Invest NI.
- 1.3 The start date of any claim submitted, excluding the first claim, must be after the end date for all previous claims submitted under this letter unless otherwise agreed with Invest NI. All expenditure included within a claim must have been paid between the start and end dates of that claim.
- 1.4 Claims and supporting documentation shall be submitted to Invest NI at intervals of not less than 3 months unless otherwise agreed in writing with Invest NI. All claims and supporting documentation must be completed electronically and submitted via email claims@investni.com.
- 1.5 All claims will be vouched and approved to the satisfaction of Invest NI.

2 Payment

- 2.1 To be considered for grant purposes, expenditure must be incurred and paid by the Council on or after the start date of 2 August 2018 and paid on or before the End Date of 31 March 2023.
- 2.2 Notwithstanding **paragraph 2.1** above, to be considered for grant purposes the Project, and expenditure for all activities in relation to the Project, as set out in the Application Form and Business Case, must be completed by 31 December 2022 (**the "Completion Date"**).
- 2.3 The grant shall be payable as per **paragraph 1** above against eligible expenditure, vouched and approved by Invest NI on the costs agreed with Invest NI primarily on the costs below.

Expenditure Type	Eligible Costs
Consultancy Costs – Service Delivery 1	£261,200
Grant totalling £ 208,960 @ 80% on maximum expenditure of £ 261,200	

3 Repayment of Grant

The Council shall immediately inform Invest NI's Claims Team of the occurrence of any Event of Default, as defined in this letter, which may result in a liability to repay grant.

TERMS AND CONDITIONS ANNEX

A STANDARD GENERAL CONDITIONS

A1 Accountancy System

The Council shall:

A1.1 at all times accurately maintain all books, accounts and records required by law (whether in the United Kingdom or otherwise) to be maintained by it; and

A1.2 implement a process for adequate codification of all income and expenditure associated with the Project through one of the following methods: EITHER (I) amend an existing financial accounting system or set up a new financial system to ensure every part funded Project has a unique code assigned and record this for all transactions related to the Project; OR (II) set up a separate bank account for each part funded Project; and

A1.3 inform Invest NI of any irregularities, fraud and theft or of any circumstance which has caused or is likely to cause a loss or misuse of funding and provide a full and detailed report in writing to Invest NI.

A2 Inspection Rights

The Council shall permit Invest NI, the Department for the Economy ("DfE") and its agents, the Northern Ireland Audit Office, the Commission and the European Court of Auditors from time to time upon giving reasonable notice to enter the business premises and any other premises of the Council during normal working hours (unless a statutory or regulatory obligation requires entry outside of these hours) to inspect any asset and any accounting or other record in respect of any Financial Assistance which has been paid or may become payable under the terms of this letter and to review and, if applicable, copy same or to comply with any statutory or regulatory obligation of Invest NI, DfE and its agents, the Northern Ireland Audit Office, the Commission or the European Court of Auditors, subject always to the provisions of **paragraph B**.

A3 Interruption

The Council shall advise Invest NI immediately of any major interruption of business activities or employment at the business premises of more than 15 successive days, except for normal holiday periods, or of the introduction of any short time working arrangements, or of circumstances likely to lead to such interruption or short time working arrangements.

A4 Environmental Impact

The Council shall ensure that all aspects of the Project which might result in a negative impact on the environment are subject to an environmental impact assessment. The Council must also use all reasonable endeavours to adopt and implement an environmental policy in relation to all aspects of the Project.

A5 Equality

The Council shall comply with the relevant statutory provisions from time to time in force in Northern Ireland imposing obligations on the Council in relation to discrimination on the grounds of religious belief, political opinion (including in relation to Section 75 of the Northern Ireland Act 1998), racial group, marital status, age, sexual orientation, gender, disability and having dependants.

A6 Third Parties

Save as provided in **paragraphs A2 and B1**, no term of this letter shall be enforceable by a third party (being any person other than the parties hereto) under the Contracts (Rights of Third Parties) Act 1999.

A7 Insurance

The Council shall from the date of acceptance of this letter, at its own expense insure with a reputable firm of insurers, any of its property, assets and effects of an insurable nature, including (without limitation) its buildings, plant, machinery and equipment against all and any loss, damage, risk, contingency or public liability as may from time to time be reasonably requested by Invest NI (or, if no such request is made, against such loss, damage, risk, contingency or public liability as a prudent company or firm in the same business as the Council would insure against) to the full replacement value thereof and shall produce the policy or policies of insurance together with proof of payment of the necessary premiums to Invest NI on request.

A8 Changes to the Project

In the event of any major change in the Project or any change in circumstances which makes it unlikely that the broad objective of the proposals will be achieved, revised proposals **must** be submitted to Invest NI, for which Invest NI may be prepared to make a new offer of Financial Assistance in place of the existing Financial Assistance or may decide to retain or cancel the existing offer of assistance. If the existing Financial Assistance is terminated, no redundancy or any other compensatory payment will be accepted by Invest NI for dismissal of staff, but negotiations may be entered into in regard to other contractual commitments and in regard to disposal of assets acquired under the Financial Assistance.

A9 Keeping Records

The Council shall maintain records for all expenditure under the headings contained in the Annexes of this letter so that all such expenditure can be clearly identified as applicable to the Project.

In the case of labour costs, these records should take the form of up to date time sheets recording the hours that each named individual worked on the Project. Managers and/or directors must also maintain a record of time spent by them on the Project. The Council shall take appropriate technical and organisational security measures against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to,

TERMS AND CONDITIONS ANNEX

personal and business information created or accessed through the Project. Records of Project delivery held or stored by the Council may only be considered for disposal after a period of time set out in Invest NI's Retention and Disposal Schedule. Records related to the of delivery of the Project can only be disposed of following appropriate review by the Council in line with Invest NI's review process.

A10 Responsibility

A10.1 Invest NI accepts no responsibility, financial or otherwise, for expenditure or liability arising out of the Project, including that arising as a result of the purchase of equipment and/or consumable items.

A10.2 The Council shall ensure that Intellectual Property Rights ("IPR") will not be infringed as a result of undertaking the Project to which the grant applies and indemnifies Invest NI against any liability in relation to infringement of IPR.

A11 Procurement

The Council shall at all times comply with the EU Treaty on the Functioning of the European Union and Northern Ireland Public Procurement Policy in relation to the Project. Where the value of procurement is above the EU Procurement Threshold the Council shall also comply with the EU Procurement Directives and UK Public/Utilities/Concessions Contract Regulations. The Central Procurement Directorate (CPD) has published a number of procurement guidance notes (available on Department of Finance's website) which provide guidance on the procedures to be adhered to in order to comply with the above legal and procurement policy frameworks. The Council shall at all times comply with these procedures in relation to the Project. Contracts for similar goods or services must not be disaggregated for the purposes of avoiding the appropriate EU Procurement Threshold. The Council indemnifies Invest NI against any liability in relation to any procurement breach in respect of the Project.

B DISCLOSURE, PUBLICITY, CONFIDENTIALITY

B1 Invest NI shall be entitled to publish details of the amounts and types of assistance referred to in this letter at such times and in such manner as Invest NI or the Commission may decide.

B2 The Council shall render Invest NI such assistance as Invest NI may reasonably request in connection with any publicity which Invest NI may deem appropriate in respect of the Project.

B3 Invest NI shall be entitled to disclose details of the Council to other government agencies and departments, and bodies engaged in economic development (subject to the terms of the Data Protection Act 1998 and any other applicable legal

restrictions which prevent the disclosure of such information) where Invest NI considers that disclosure is in the Council's interest.

B4 Invest NI may include any information which it receives in relation to the Council in a database of economic, financial and statistical information and may publish or disseminate reports derived from such database provided that such reports do not specifically identify the Council.

B5 Invest NI shall be entitled to disclose information on the Council to Invest NI's professional advisers who are subject to obligations of confidence or to consultants working on Invest NI's behalf provided such disclosure is made for the specific purpose for which the consultants are engaged.

B6 This letter and the terms and conditions contained herein shall be treated by the Council as confidential and accordingly shall not be disclosed to any other person or entity other than to its professional advisers who are subject to obligations of confidence, for the purpose of negotiating funding for the Council or as required by law, without the prior written consent of Invest NI, such consent not to be unreasonably withheld or delayed.

B7 Subject to **paragraph B1** Invest NI shall treat all information received from the Council in pursuance of this letter as confidential and shall not disclose such information to any third party other than those referred to at **paragraphs B3 and B5**, without the consent of the Council, such consent not to be unreasonably withheld or delayed, except as may be required by law (including without limitation Freedom of Information legislation) or for the purpose of preventing or detecting crime or for the purposes of any parliamentary or governmental enquiry into the activities of Invest NI.

B8 The Council shall give due recognition to EU funding on any brochures, leaflets and in any publicity of the Project and will consult with Invest NI about any publicity or public announcements associated with the Project.

C INVEST NI FINANCIAL ASSISTANCE

This letter and any subsequent payments pursuant hereto shall not be taken to imply that Invest NI shall or be under any obligation to provide any further financial assistance in the future. Invest NI may also offset any of the financial assistance under this letter against any obligation owed at any time by the Council to Invest NI.

D REPAYMENT OF FINANCIAL ASSISTANCE

D1 Where any sums are repayable to Invest NI under the provisions of **paragraph 8** of this letter, Invest NI shall be entitled to recover from the Council the costs

TERMS AND CONDITIONS ANNEX

of Invest NI in establishing the Council's repayment liability and in recovering the sums due.

D2 No failure to exercise, nor delay in exercising nor partial exercise of any right, power, privilege, or remedy under this letter shall in any way impair, affect any further or other exercise thereof or operate as a waiver in whole or in part.

E OTHER FINANCIAL ASSISTANCE

The Council shall not be eligible for any other government assistance in respect of any expenditure coming within the scope of this letter without the prior written consent of Invest NI.

F UNACCEPTABLE PRACTICE

The Financial Assistance made available under this letter must not be used in, or paid to, any business or organisation which is illegal, or which Invest NI in its absolute discretion considers may bring disrepute to Invest NI or to the specific scheme under which the financial assistance is made available.

G RECOVERY OF FINANCIAL ASSISTANCE

Notwithstanding any other provision of this letter, Invest NI may, if required as a result of a decision of the Commission, or as a result of any other obligation under European Union law, at any time: (i) withhold payment of any or all of the Financial Assistance; and/or (ii) require repayment of any or all of the Financial Assistance, together with interest from the date on which the Financial Assistance was paid at the rate from time to time as required by the Commission. The Client shall on demand by Invest NI repay such Financial Assistance together with interest.

H DOCUMENTATION

The Council shall retain all original records concerning the Project and implementation of the Project and make records available for inspection for 10 years from the date of this Letter or such later date as may be required due to legal proceedings or by request of the European Commission. In the event of the Project ceasing for any reason, all documentation must be returned to Invest NI. The council shall not, without the prior consent of Invest NI, dispose of or destroy any original documentation associated with the Project. The Council undertakes to provide to Invest NI such information and documentation as is required by Invest NI on an ongoing basis or to facilitate Project handover or termination. The Council shall

provide the information promptly upon request from Invest NI and in such format as Invest NI requires. The Council shall notify Invest NI of any material changes to this information as and when they occur.

I SERVICE OF NOTICES BY INVEST NI

Any written notice to be served by Invest NI on the Council under the terms and conditions of this letter may be served by ordinary first class post, e-mail or facsimile transmission at the address referred to in this letter or the Council's registered office address. The Council will be deemed to have been duly served with the notice on the day it is sent if sent by e-mail or facsimile transmission or on the following day if sent by first class post.

J GOVERNING LAW

This letter shall be governed in all respects by the laws of Northern Ireland and the Council hereby irrevocably submits to the exclusive jurisdiction of the Northern Ireland Courts for all purposes in connection with this letter.

K LEGAL COMPLIANCE

The Council shall:

K1 ensure that its business is operated in compliance with all applicable laws or regulations for the time being and shall not do or omit or suffer to be done anything whereby any Act, Order or Regulation from time to time affecting its business is infringed;

K2 The Council shall comply with all applicable laws, statutes, regulations related to anti-bribery, anti-fraud and anti-corruption, including but not limited to the Bribery Act 2010; and

K3 cooperate with Invest NI, Northern Ireland Government departments and the Government of the United Kingdom in allowing them to fulfil their respective obligations under European Regulations and these Regulations shall also be applied by Invest NI in assessing the eligibility of expenditure included in the grant claims submitted under this letter, particularly all the regulations and acts governing the European Regional Development Fund.

L FINAL DATE FOR CLAIMING FINANCIAL ASSISTANCE

Invest NI shall be under no obligation to make any payment or payments of the Financial Assistance in respect of any claim received by Invest NI after the End Date set out in the attached Annexes.

TERMS AND CONDITIONS ANNEX

M THE MODERN SLAVERY ACT

M1 Under the Modern Slavery Act 2015 (MSA), any commercial organisation (defined by the MSA as any commercial organisation in any sector that supplies goods or services that carries on its business (or part of its business) in the United Kingdom and has an annual global turnover, or Group global turnover, of not less than the amount prescribed in accordance with the MSA from time to time (currently, £36 million)) must publish an annual Slavery and Human Trafficking Statement for each financial year ending on or after 31 March 2016, setting out, inter alia, the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

M2 To the extent that the Council qualifies as a commercial organisation for the purposes of the MSA, the Council shall, and shall procure that its suppliers, sub-Councils and other participants in its or their supply chain(s) shall, comply in full with its or their obligations under the MSA, and shall indemnify Invest NI against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Invest NI as a result of any delay or failure on the part of any of the foregoing to so comply.

**N EUROPEAN REGIONAL DEVELOPMENT
FUNDING**

N1 The funding of the Project under this letter is dependent on funding being received from the European Regional Development Fund of the EU. In the event of such funding not being received or being discontinued for whatever reason then no liability will exist for Invest NI, the Department of Finance and Personnel, Northern Ireland or any other Government Departments or Agencies in Northern Ireland to provide funding to the Council.

N2 Invest NI is committed to the principle of E-Cohesion. The Council has the option to submit all claim documentation in line with Invest NI's E-Cohesion procedures **but the Council must inform Invest NI of its intention to do so prior to the submission of the first claim and must conform with these procedures for all subsequent claims**

21st September 2018

TO WHOM IT MAY CONCERN

Over the past 11 years, CRAIC Theatre have co-ordinated and delivered the annual Christmas Switch On for Coalisland. This annual event marks the start of the festive season and brings the community together.

The community of Coalisland and surrounding area look forward to this event each year and we request the continued financial support of £4,200 from Mid Ulster District Council to deliver this event for Christmas 2018.

We look forward to working with the Council this year again. If you have any further queries please do not hesitate to contact our offices on 028 8774 1100

Yours sincerely

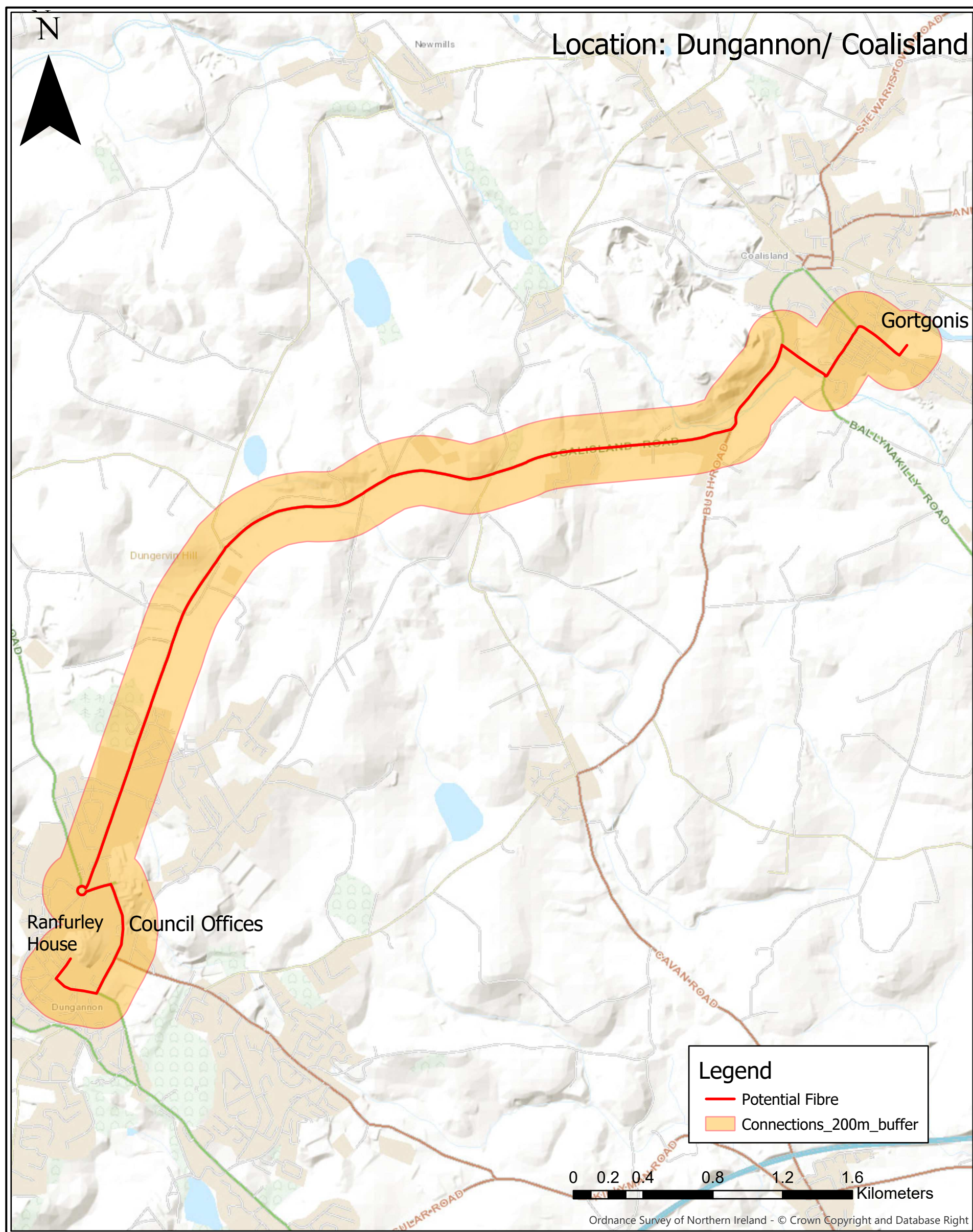


Micky Carolan

Craic Theatre

Telephone/Box Office : 028 8774 1100

Draft Full Fibre Network



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

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Author: Nicky Doris

Date: 17/04/2018

Dept: ICT

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Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

Broadband Working Group Terms of Reference

1.0 Background and Purpose of Steering Group

Mid Ulster District Council (The Council) is aware of the significant broadband deficiencies throughout its district. In spite of concerted lobbying and awareness raising with all relevant stakeholders, the Council is concerned that there appears to be no significant improvement in access to quality, reliable broadband provision in many parts of the district.

This position is evidenced in Ofcom's Connected Nations (2017) report which details the particular difficulties in the Mid Ulster District Council area.

In this context, the Council has resolved to establish an elected member Working Group whose specific remit will be to consider broadband related matters.

1.1 Working Group Membership

The Council has nominated the following 10 Members to participate on the Broadband Working Group:

SF

Cllr S Clarke
Cllr M Gillespie
Cllr B McGuigan
Cllr J McNamee
Cllr S McPeake

DUP

Cllr K Ashton
Cllr W Buchanan

UUP

Cllr M Glasgow
Cllr R Mulligan

SDLP

Cllr S McAleer

2.0 Meetings

- 2.1 It is anticipated that the Working Group will meet on a monthly basis initially, however, the frequency of meetings will be kept under review. The Working Group has indicated that where possible, it would prefer to hold meetings in the evening time, with a 6pm start, where possible.
- 2.2 The central location of Mid Ulster District Council's Cookstown Office was selected to hold meetings.
- 2.3 Meetings will be quorate when there is an attendance of **5 Members**. Should the meeting be inquorate 15 minutes after the appointed meeting commencement time, the meeting will not proceed. Should the meeting become inquorate at any point, the meeting will terminate.
- 2.4 Economic Development staff will provide the secretariat for the meetings. Minutes of the meetings will take the form of key discussion points and agreed actions.
- 2.5 Minutes of the meetings are intended for use by and circulation to the Council and Working Group Members.
- 2.6 Any matters which are deemed as Confidential will be clearly described as such.
- 2.7 A schedule of meetings will be agreed and at least 3 working days' formal notice will be given of meetings, together with an Agenda and associated papers. Communications relation to meetings and all related documentation, will be provided electronically.

3.0 Wider Governance Arrangements

- 3.1 The Broadband Working Group does not have any delegated authority from the Council and accordingly, regular reports will be provided to the Council's Development Committee.
- 3.2 To avoid a delay in progressing Working Group recommendations, where necessary, verbal updates of recommended actions will be provided to the Development Committee with formal written reports to be considered at the next available Committee.

- 3.3 The senior officer with responsibility for the Broadband Working Group is the Director of Business & Communities.

4.0 Key Objectives

- 4.1 The key objectives of the Broadband Working Group is to be a meaningful strategic grouping which will:

- Continue to lobby strategically for investment in the Council area to redress the broadband deficiencies so that all those in the district who wish to have access to fibre (or equivalent) have the ability to do so;
- Meet with relevant stakeholders (Government Departments, statutory, commercial and community representatives) to seek their views and clarify their future investment proposals;
- Inform itself as much as possible regarding existing and potential Council initiatives/projects and undertake a gap analysis to identify potential new initiatives;
- Assess the “future readiness” of the District to attract new business investment when fibre connectivity become available;
- Consider and input to draft responses to relevant policy consultations for consideration by the Council;
- Consider and develop applications to relevant broadband funding opportunities as and when they occur.

5.0 Review

The Broadband Working Group Terms of Reference will be kept under review.

APPENDIX 5

Business Start Performance – Letter from Department for the Economy



Mid Ulster District Council - Dungannon
Dungannon Office
Circular Road
Dungannon
BT71 6DT

Adelaide House
39-49 Adelaide Street
Belfast BT2 8FD
Tel: 028 90 416709
email: trevor.connolly@economy-ni.gov.uk

18 September 2018

Dear Mr Tohill

Re: Council Business Start-up Activity Performance

I have recently received the end of year performance report for the NI Business Start Up Programme supplied by the lead partners Lisburn and Castlereagh City Council. As you are aware the Department has the responsibility of monitoring key performance targets in relation to the Programme and as outlined in *The Local Government (Performance Indicators and Standards) Order (Northern Ireland) 2015*.

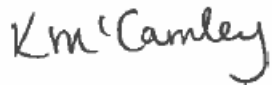
I am pleased to note that the national programme has exceeded its overall target of by 13% and that Mid Ulster District Council - Dungannon has performed exceptionally well in achieving such a commendable outcome – 106%.

Future Development of Performance Indicators and Standards

It is worth noting at this point that the Performance Indicators and Standards Order will be refreshed in the near future to reflect the draft Programme for Government and the new programme priorities and targets. The reworking of this Order will be the subject of public consultation, led by the Department for Communities.

If you have any queries please contact me via email kathryn.mccamley@economy-ni.gov.uk
or via telephone on 028 90 257413.

Yours sincerely,

A handwritten signature in dark ink, reading 'K m'Camley'. The signature is written in a cursive style with a large 'K' and a small 'm'.

Kathryn McCamley
Head of Business Engagement Sponsor 2

APPENDIX 6



MINUTES OF COOKSTOWN TOWN CENTRE FORUM MEETING HELD ON TUESDAY 15 MAY 2018 AT 12.30 PM IN THE CHAMBER, MUDC OFFICES, COOKSTOWN

Present:

Councillor Wilson (Chair)	Mid Ulster District Council
Councillor Mallaghan	Mid Ulster District Council
Andrew McConnell	Large Independent Retailer
Annette McGahan	Community Development
Bernie Sonner	Tenants Association
Hazel McKenzie	Cookstown North Community Association
Sean MacMahon	MACM
Neil Bratton	DRD Roads NI
Paul Wilson	Cookstown Chamber of Commerce
Tom Jebb	Vintners Association
Mary McCullagh	Mid Ulster District Council

In attendance: Deborah Ewing Mid Ulster District Council

1) APOLOGIES

Apologies were received on behalf of Councillor Mark Glasgow, Councillor John McNamee, Adrian McCreesh, Mid Ulster District Council, Emma McCullagh, Mid Ulster District Council, Peter Beckett, Asda, Ursula Marshall, Cookstown Disability Forum, Tony McDaid, Translink, Patrick Anderson, Department for Communities and Raymond McGarvey, Cookstown Chamber of Commerce.

2) MINUTES OF PREVIOUS MEETING

It was proposed by Hazel McKenzie and seconded by B Sonners to ADOPT the minutes of the Town Centre Forum Meeting held on 20 February 2018.

3) MATTERS ARISING FROM MINUTES

There were no matters arising from minutes.

4) COOKSTOWN BRAND REFRESH – TOOLKIT PRESENTATION BY G STEWART, MCCADDEN

G Stewart provided the background to the Cookstown brand, outlining why a refresh was necessary and how it will serve to ensure the longevity of the brand.

Branding

It is essential to create a brand that local people and visitors will 'buy into' and assist in attracting people to the town, whilst promoting Cookstown as a civic town. Examples of branding from various locations were shown, providing evidence of how stakeholders and members of the public have bought into the brand in the respective areas.

The positioning statement for Cookstown which was formulated through stakeholder consultations is:

"Cookstown will continue to develop as a multi-functional market town at the heart of Mid Ulster, renowned for our mile of shopping, attractive, safe environment and lively day and night time economy. We will also become the gateway to the wider destination, capitalising on our tourism potential of Davagh Forest, Lough Neagh and The Sperrins. Our strong retail offer, coupled with our warm hospitality, people, food & drink, leisure and accommodation will make us a compelling place to visit. Being healthy, happy and hopeful will be part of the overall 'lifestyle' offer, both to ourselves and visitors alike."

G Stewart reported that the preferred brand was selected which encapsulated the 'smile' which is friendly and welcoming and fits with the strapline.

The brand identity has been established using purple as the main colour but an alternative colour palette can be used where appropriate.

McCadden provided samples of possible branding i.e. window graphics, website pages, flyers, billboards etc.

Implementation Plan

A 3 year brand implementation plan has been developed. G Stewart suggested the possibility of a brand delivery group as an idea going forward to help promote the brand across the town and the wider area- this potentially would be Cookstown Town Centre Forum.

G Stewart outlined the content of the implementation plan within his presentation which will be circulated to members for information. A brief breakdown of the plan includes:

Ownership – essential for full ownership to be adopted

Branding Toolkit – has been developed with written, verbal and visual assets provided in PDF format along with key artwork elements.

Launch Activity/Promotional & Events – soft launch of branding has commenced with new branded jute bags, which will be distributed over the Continental Market weekend and street banners located throughout the town centre.

Brand Engagement Workshop – is being considered to inspire stakeholders about the new branding and advise them on how to use the toolkit etc.

Brand Ambassadors/Champions – to be recruited to represent the brand.

Media Campaign – to include social media, branded photography, hoardings, online advertising, pop ups, public art etc.

Cllr Mallaghan entered the meeting at 12.55pm.

Cllr T Wilson thanked G Stewart and advised that it is incumbent upon us all to promote the new brand.

G Stewart left the meeting at 1.05pm.

5) TO RECEIVE AN UPDATE ON MID ULSTER TOWN CENTRE ACTION PLAN 2018/2019

M McCullagh provided an overview of the Town Centre Progress Report for May 2018.

a) Marketing & Promotion

A marketing & promotional campaign is currently underway to promote the new brand. Street banners have been installed across the town and the new branded jute bags have been ordered and will be delivered in advance of the Continental Market.

b) Town Centre Events

The Continental Market is taking place over two days Saturday 2 June 2018 (9am-9pm) and Sunday 3 June 2018 (11am-7pm). A road closure will be in place from 6.30pm on Friday 1 June 2018 until 10pm on Sunday 3 June 2018. Road will be closed from Burn Road junction to Orritor/Coagh Street junction. Grahams Traffic Management will be operating the road order process for the weekend.

A German beer stall will be included as part of the market subject to approval. The bar will be relocated to the central reservation and will be cordoned off with one entrance. SIA licenced guards will be on duty at all times.

There will be a variety of street entertainment throughout the weekend with the addition of The Brickx Club who will host workshop sessions in the Burnavon over the 2 days.

There will be a shoppers draw competition taking place in participating shops in the town. Main prize will be a personal shopper experience (Deirdre Chestnut) with £200 to spend in Cookstown. There will be 4 runner up prizes of £50 vouchers to be spent in participating shops.

Members were advised that there are a few events running over the same weekend in Cookstown namely the Pipe Band competition and the NI Motorhome group.

c) Physical Regeneration/Improving Infrastructure

Rural Regeneration Projects

There are 37 villages who will access funding to develop and deliver projects identified through their respective village plans. Assistance will be provided to the following villages within the former Cookstown District: Pomeroy; Ardboe; Stewartstown; Sandholes; Coagh/Drumullan; Rock; Ballyronan; Moortown' Churchtown/Lissan; and Orritor/Broughderg.

Meetings have taken place to finalise projects and move them to the next stage involving an appointed professional led design team. Ardboe will be the first project to be developed and delivered in the area.

Mid Ulster Village Spruce Up Scheme

This scheme offered discretionary grants of up to 75% eligible costs, capped at £5,000 per property for external and/or internal improvements. It was open to both commercial premises and vacant units within the development limits of the eligible villages. Council provided approval to deliver Phase 2 (the reserve list) to the value of £156,000 with a further 43 schemes being offered grant aid.

6) CAR PARKING MANAGEMENT STRATEGY

It was proposed through Environment Committee, and ratified by full Council for the delivery of a pilot parking scheme in Magherafelt for 6 months, with the first 2 hours free and payment thereafter. The results will then be compiled and reviewed.

7) UTILITY WORKS, COOKSTOWN

N Bratton provided an update on the ongoing works throughout Cookstown.

NI Water

NI water works on Lissan Road will be complete by Friday 18 May 2018. Coagh Street will be ongoing until 21 May 2018. The works will then move to Orritor Street which will continue for the next 4 Sundays.

Gas to the West

Gas to the West works on the Fountain Road will continue for 2 weeks. They will then move to Union Street and last for 3-4 weeks. He advised that they are trying to maintain 2 way traffic throughout this period but that there will be no parking available on either side of the street during these works. There will be a road closure on Fountain Road and Old Coagh Road, however access will be given to residents and factory. The company require to undertake works in the vicinity of the Karro factory but this will not commence until consultations have taken place with factory representatives. These works will not take place until during the school holidays. He advised works start after entrance to skip site and that access will always be available.

Gas to the West have raised concerns about hitting rock on Union Street but plan to proceed with caution. They are also conducting works on Sandholes Road which will be done over 4 weekends thereby road closures will not be required throughout the week. Access will always be provided into Derryloran Industrial Estate. TNI will also look at possibility of resurfacing this road during July 2018.

Further works on the East Circular Road/Beechway are expected to commence in September/October 2018. It is anticipated that 2 way traffic will remain. Gas to the West will be complete in this area by then.

Other

TNI are planning to resurface the roundabouts over a weekend in Mid June. They also expect to resurface the dual carriageway on 6th June 2018.

A McConnell asked if there would be any works within the town centre during August as this is a key retail period. N Bratton advised that he is aware of works on Molesworth Road during this period.

8) ANY OTHER BUSINESS

P Wilson asked if there was any information for signing up to Gas to the West. Cllr Wilson advised that SGN are responsible for promoting the benefits of gas and would be the point of contact to find out more information.

9) DATE & TIME OF NEXT MEETING

M McCullagh advised the Members that the next meeting would be the AGM. If a further meeting is required before this period then members would be notified accordingly.

The meeting ended at 1.30pm.