

River Blackwater Feasibility Study with Recommendations

Mar 2022

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Remit

In October 2021 Mid Ulster District Council commissioned a Feasibility Study to undertake and produce a feasibility study with recommendations and indicative costs. displaying the potential of opening the Blackwater River and extending and developing its navigation remit. The main requirements of this study are to include:

The consultant(s)/company will be required to prepare a comprehensive Feasibility Study to include the following main areas, but not exclusive to:

- Identification of river boundary on relevant map/s
- Identification of any special environmental and landscape features, character and designations associated with the
- Identification of the main legal responsibilities the river in terms of planning, boating, tourism development, planning, navigation, water quality, flooding, dredging, waste disposal, and funding.
- Context of previous River Blackwater Studies and Recommendations
- Details of current tourism and community activity along the River Blackwater
- Consultation and feedback from with all relevant tourism stakeholders.
- Consult with stakeholders and identify technical requirements and cost estimates for the dredging of the mouth of the river and repeat maintenance costs. Requirements for Planning, NIEA, HED and dredged waste disposal permissions to be identified.
- Assessment of connectivity between River Blackwater and Ulster Canal, Lough Neagh Main Towns along river and Lough Neagh.
- Provide recommendations for potential development projects along the river.
- Identify potential funding sources and lobbying opportunities for all potential river project work.
- Complete project by Apr 2022 and provide a full presentation to Council elected representatives May 2022.
- The consultant(s)/company will attend an initial briefing meeting, and thereafter progress meetings as and when required, until the final completion of the study

Blackwater River Landscape Description

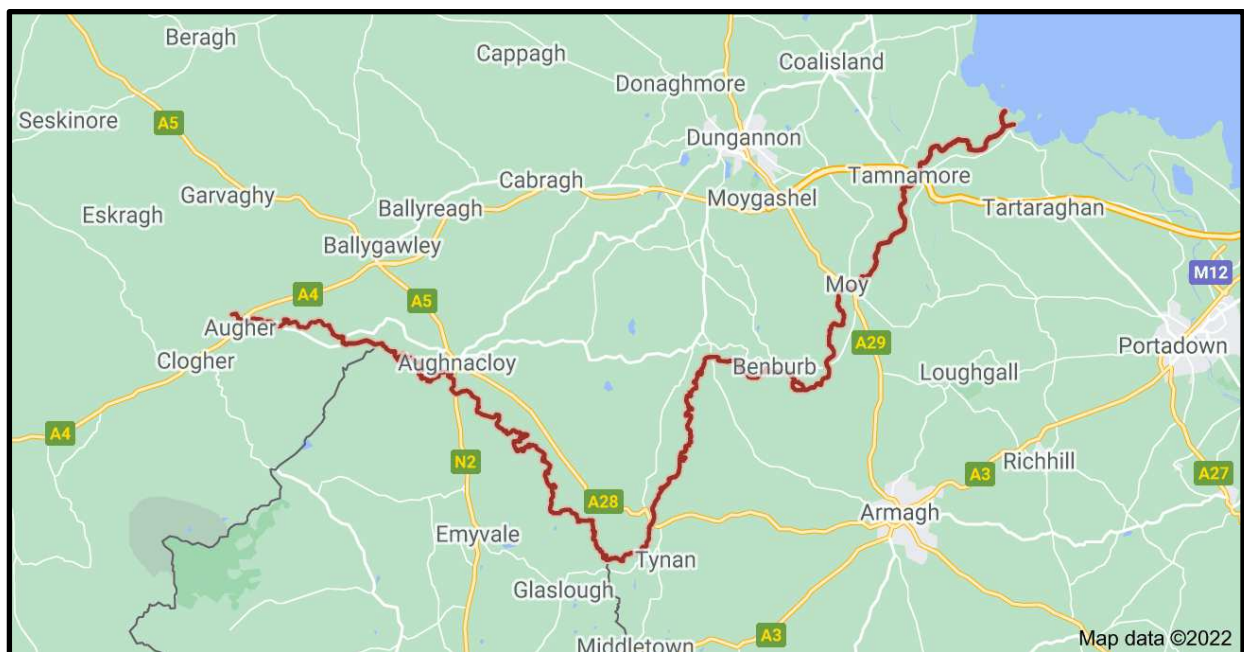
Landscape Description

The River Blackwater is 91.3 km (56.75 mi) long and rises north of Fivemiletown flowing into County Monaghan and then mainly through County Armagh and County Tyrone. It also forms part of the border between the United Kingdom and the Republic of Ireland. The river also divides County Armagh from County Tyrone.

It is interesting to note that if the Blackwater's flow is measured on through its path via Lough Neagh 30 km (19 mi) and onwards to the sea via the 64.4 km (40mi) Lower Bann, the total length is 186.3 km (115.75 mi). This makes the Blackwater–Neagh–Bann the longest natural stream flow in Northern Ireland.

The Blackwater River Valley is described as a wet semi-improved and improved pasture landscape. There are two historic wooded designed sites, with large estate houses, at Caledon and the Argory. It is a peaceful, undisturbed, and unspoilt river valley with outstanding scenic qualities.

Map of Blackwater River



The Blackwater River and the Ulster Canal

The Ulster Canal was built between 1825 and 1842 and was 74 km (46 mi) long with 26 locks. It ran from the mouth of the navigable River Blackwater entering the constructed Canal at just below Charlemont to near Wattlebridge on the Finn River, south-east of Upper Lough Erne. The last boat used the waterway in 1931.

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River Blackwater as part of Ulster Canal



Present Ulster Canal Development

In 2007 following a meeting of the North South Ministerial Council, the Ulster Canal Restoration project was added to Waterways Ireland remit. The organisation is now tasked with restoring the section from Lough Erne in Co Fermanagh to Clones in Co Monaghan. This is a stretch of approx. 13.5 kilometres.

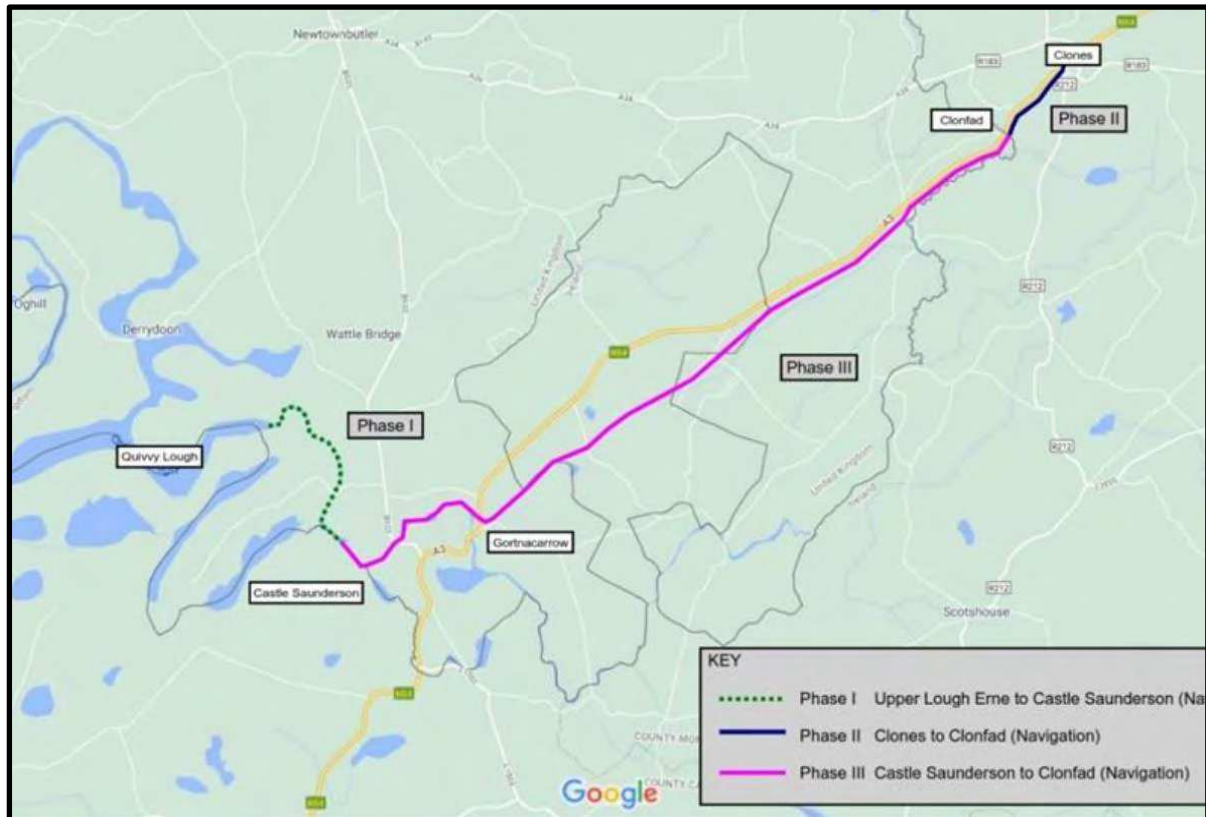
The restoration is being delivered in three phases due to planning and availability of capital. Phase 1 was completed in 2019 and is open to the public. It included c.2.5 kilometres of new river navigation along the River Finn between Quivvy Lough and Castle Saunderson. The work programme involved the dredging of the River Finn, construction of a new lateral canal and navigation arch at Derrykerrib bridge and the installation of new floating jetty at Castle Saunderson. This element of the project cost €3m.

Phase two of the Ulster Canal restoration focuses on the restoration of the canal between Clones and Clonfad in County Monaghan, including a canal basin marina and amenity area in Clones. In November 2020 Waterways Ireland submitted an application for the €12m funding for Phase 2 to the Rural Regeneration & Development Fund. In December 2020 the Shared Island team within the Department of the Taoiseach announced it would contribute €6m of the €12m with the Balance provided by Department of Rural and Community Development.

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The Phase 2 work programme will include a sustainable water source, a new 40 berth marina, 2 new access bridges, repairs to an existing masonry arch bridge, c.1km of restored canal and towpath with a looped walk and an amenity area. The amenity area will have 40 car parking spaces, 8 bus/trailer spaces, a service block and picnic area and will be connected to Clones town.

Present Ulster Canal Development Proposals



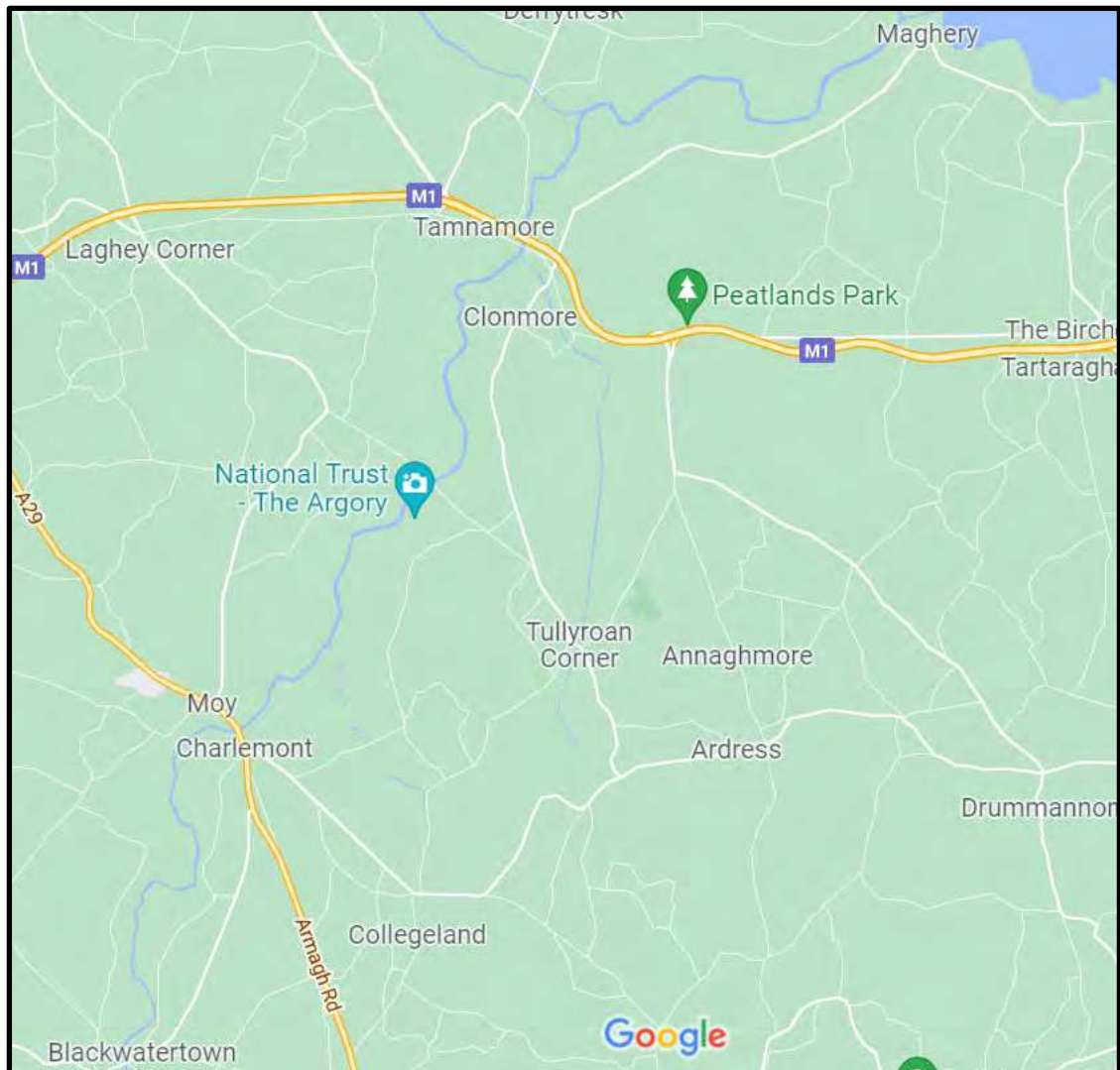
At present there are no plans to develop the Northern Armagh and Tyrone side of the Canal or navigable part of the Blackwater River. But it is important to note that Minister Mallon in her Ministerial Statements on Inland Waterways in the Northern Ireland Assembly at 10:45 am on 30th November 2021 stated that:

“Waterways Ireland has NSMC approval to explore the potential restoration of the stretch of the Ulster canal from Clones to Lough Neagh. It remains a clear commitment in the Stormont House Agreement, the Fresh Start Agreement and in New Decade, New Approach. I am very keen, funding permitting, to see that progressed.”

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Navigable part of Blackwater River

The river blackwater is navigable for 19.5km from its mouth at Maghery Cut to Blackwatertown.



Bodies with Legal Responsibilities

The River Blackwater and its potential development could be complex and involve a number of players and bodies on the ground. It is important to identify and clarify the roles and legal responsibilities of these bodies to examine how they could all contribute to helping develop the river.

The following is a summary of the statutory remits of bodies and organisations that may relate in some way to the requirements of this study and any possible recommendations and proposals from it.

A) DFI Rivers

The legislative basis for the management of river flood risk and water levels in the River Blackwater and Lough Neagh is primarily through DFI Rivers, as determined by the Drainage (Northern Ireland) Order 1973 the Drainage (Amendment) (Northern Ireland) Order 2005. The Drainage Order is focused on land drainage and flood alleviation and provides little scope for the delivery of the wider navigation safety and biodiversity objectives. DFI Rivers has also been identified as the Competent Authority for the delivery of the EU Floods Directive in Northern Ireland and has responsibility for NI Flood Risk Management Plans 2015-21,

Water levels in Lough Neagh are prescribed through Lough Neagh (Levels) Schemes made under section 1 of the Lough Neagh & Lower Bann Drainage and Navigation Act (NI) 1955. The current Lough Neagh (Levels) Scheme 1955 specifies that the water levels of Lough Neagh should be maintained between 12.45 metres and 12.60 metres above sea level as far as conditions of rainfall, wind and other natural causes allow.

The water levels and sluice gates are managed by DFI Rivers with the aim of always maintaining the level of Lough Neagh within the 15 centimetres control range whilst maintaining an adequate flow in the Lower Bann (when the sluice gates are closed a minimum flow to the Lower Bann is constantly discharged through a fish pass beside the sluice gates). Previous discussions with DFI Rivers officials indicate that they had no statutory responsibility to dredge the mouths of the Upper River Bann or the Blackwater River.

Following a period of severe rain and subsequent flooding in the period from November 2015 to January 2016 particularly on Lough Neagh and Lough Erne, the 'Review of Winter Flooding 2015-16' was commissioned by Michelle O'Neill MLA the then (Minister of the Department of Agriculture and Rural Development (DARD) in March 2016. Because of this major flood, the Strong Report "Review of Winter Flooding" (Northern Ireland) 2015-2016 was drawn up with a number of recommendations. One of the main recommendations in relation to the River Blackwater and Lough Neagh was "Procurement of a Hydraulic Model of Lough Neagh flows, leading to a review of the statutory water levels in Lough Neagh".

B) Department For Infrastructure

The Department for Infrastructure (DFI) exercises no functions in relation to the Blackwater River, although it does have ownership of and custodial responsibility for those remaining sections of the Lagan and Coalisland Canal and is also the sponsor department in Northern Ireland for Waterways Ireland.

Its only statutory remit in relation to the River Blackwater and Lough Neagh is to maintain the entrance to the Six Mile Water River. It does have discretionary powers under part 3 of the Water Order 1999 (Northern Ireland) article 41 and under this legislation it maintains 47 navigation markers on the Lough as a public service. The previous Department with this responsibility, the Department for Culture Arts and Leisure, did work more strongly and in partnership with local authorities and others to develop its water-based leisure potential, including grant aiding a number of projects along the river including e.g., Maghery Bridge, Coalisland Canal tow path, and River Blackwater Canoe Trail and “Review of Aids for Navigation on Lough Neagh.”

However, recently the Department for Infrastructure has taken on the challenge of its limited discretionary remit and engaged positively with the Lough Neagh Partnership and the two main Councils, Mid Ulster District Council and Armagh Banbridge and Craigavon Borough Council to examine the opportunity of funding through the DFI Blue Green Programme, for the dredging of the river mouth. All parties are in the process of examining this option. The Lough Neagh Partnership has also started early discussions regarding the DFI regarding the improvement of the existing markers on Lough Neagh and at the entrance to marinas and rivers including the Blackwater River.

C) Boat Safety and Navigation

The River Blackwater and Lough Neagh do not come under the remit of the Waterways Ireland and as such they are not part of a navigation authority. Under the terms of the Good Friday agreement six joint implementing bodies were set up one for cross border Inland waterway development. Within Northern Ireland Lough Erne and the Lower Bann were included but Lough Neagh and its navigable rivers of the River Blackwater and the Upper Bann were excluded.

The remit of the Maritime and Coastguard Agency (MCA), is co-ordinating search and rescue, however, it extends to Lough Neagh and its navigable rivers and the Agency also has a role in emergency planning issues. Lough Neagh Rescue (LNR) is a voluntary, charitable organisation which operates as a declared Lifeboat facility for the MCA on Lough Neagh and its navigable tributary rivers. The presence of LNR as a first response emergency service has positively influenced the development and sustainability of water-based tourism and recreation. Advice and feedback have been given by Lough Neagh Rescue and they have been very helpful in assisting with the facilitation of this feasibility study. In Nov 2021 stakeholders including Lough Neagh Rescue, Local fishermen representatives and the Lough Neagh Partnership invited the head of the Maritime Coastguard Agency (MCA) to visit the mouth of the Blackwater River and there was general consensus about the lack of safety of the River and Lough in relation to marker systems and entry into the river

systems in the event of an emergency. A letter from MCA concerning safety was sent to Minister Mallon. (See Appendix Six)

D) Northern Ireland Environment Agency

ASSI Consent

There are a variety of legislative requirements with regard to any potential dredging work on the mouth of the River Blackwater, due to its designated status as an Area of Special Scientific Interest (ASSI)

If any dredging work was to be carried out at the river and canal mouth, then ASSI assent can be applied for by the Competent Authority and this must be provided within 28 days.

Any Public Body or Competent Authority intending to carry out or permit any operation listed in the ASSI citation schedule, is obliged to notify NIEA. Notice must be given of any operations likely to damage any of the flora, fauna or geological, physiographical, or other features by reason of which an ASSI is of special scientific interest before carrying out or permitting any such operation, even if the operations would not take place on land included in an ASSI. In practice, this means applying to the Northern Ireland Environment Agency (NIEA), Conservation Designations and Protection (CDP). This process is referred to as the Public Body applying to the Department for “Assent”.

ASSI Boundary Canal Cut and River Mouth

An ASSI assent form must be filled in, notifying NIEA of any potential dredging works to be carried. It should be noted that sand extraction is identified on the list of notifiable operations which appear on the ASSI citation.



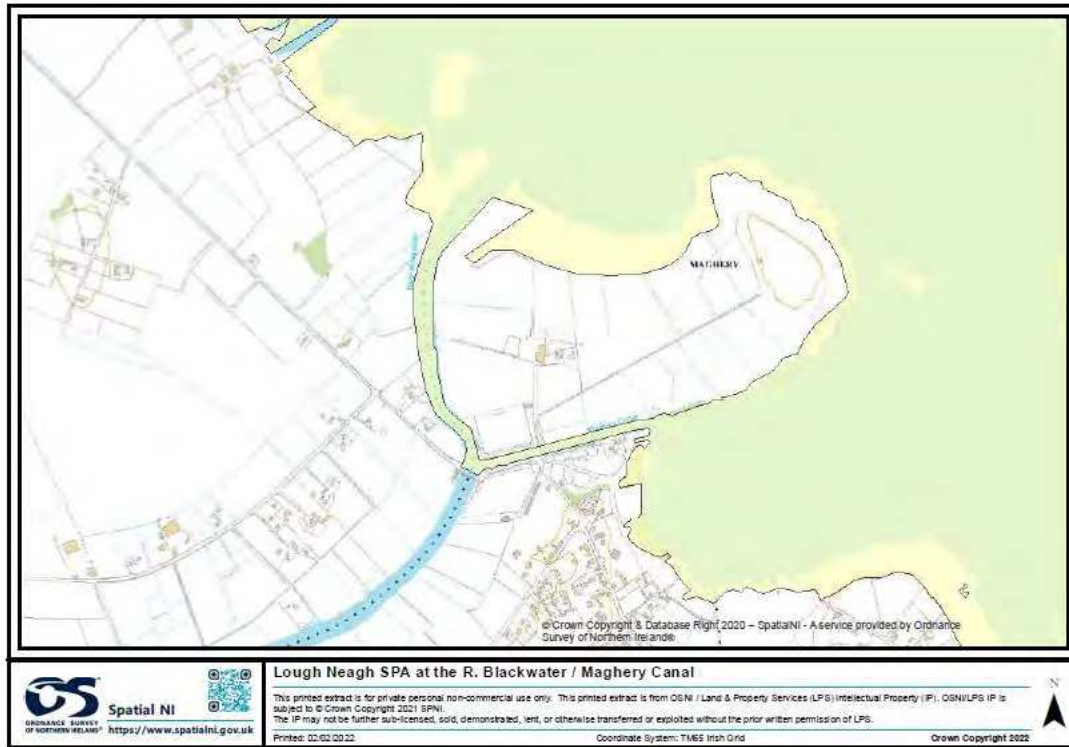
Habitats Regulations Assessment and Assent

If dredging at the mouth of the River Blackwater is agreed in principle by stakeholders concerned then a “competent authority, or an agent”, must carry out a Habitats Regulations Assessment, to consider potential effects on any Natura 2000 (SAC or SPA) features. Lough Neagh is identified as a Special Protected Area, (SPA) following the same boundary as the ASSI. It qualifies for Special protected area status under Article 4.1 of EC Directive 79/409 and then follow up post Brexit legislation.

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The Habitats Regulations Assessments and post Brexit legislation requires that a Test of Significance is carried out in relation to any proposed work and a specific template is provided by NIEA. If the work is deemed to be significant then a further appropriate assessment must be carried out.

Special Protection Area Map for Maghery Canal Cut and River Mouth



Waste Legislation

One other important statutory factor in relation to the dredging of the mouth of the River Blackwater is what will happen to any potential extracted sand or silt material. A fundamental factor is if it is regarded as a by-product or waste.

Under the Waste and Contaminated Land (Northern Ireland) Order 1997 and the Waste Management Licensing Regulations (Northern Ireland) 2003 all activities involving the treatment, keeping or disposal of waste must be authorised by NIEA and must be carried out in accordance with that authorisation. The Hazardous Waste Regulations (Northern Ireland) 2005 provides a system to assess and control what is regarded as waste and to make sure that they are soundly managed from their point of production to their final destination for disposal or recovery. The Northern Ireland Environment Agency has produced a detailed technical guidance document called 'Technical Guidance WM3, Waste Classification - Guidance on the classification and assessment of waste' and this should be used in the assessment of any waste status including any sand and silt that may be extracted from the mouth of the river

Under the above legislation some activities involving waste materials are exempt from licensing if they meet the requirements detailed in Regulation 17 of the Waste Management Licensing Regulations (Northern Ireland) 2003. Paragraph 25 allows

for an exemption of “The deposit of waste arising from dredging inland waters or from clearing plant matter from inland waters”

A paragraph 25 exemption allows the deposit and, treatment by screening or de-watering of waste arising from dredging or from clearing plant matter from inland waters. The total amount of waste deposited along the bank or towpath on any day must not exceed 50 tonnes for each metre of the bank or towpath along which it is deposited or along the bank or towpath of any inland waters so as to result in benefit to agriculture or ecological improvement.

It is important to note that NIEA cannot issue a waste management licence or exemption unless the applicant demonstrates at the time of application that they hold the required planning permission. It is important to therefore look at any planning requirements for the extraction of sand and silt.

E) Planning

Planning Policy Statements (PPSs)

Planning Policy Statements are important in that they set out the policies on land-use planning in Northern Ireland and have a strong influence on the development of the Local Plan. The main PPS's that are relevant to this proposal include:

- PPS 2: Natural Heritage - specifically related to environmental designations
- PPS 4: Planning and Economic Development – development in the countryside, should benefit economic activity while protecting or enhancing the environment
- PPS 6: Planning, Archaeology, and the Built Heritage – Identified the importance of landscape quality or buildings and monuments of local significance are therefore worthy of protection
- PPS 8: Open Space, Sport and Outdoor Recreation – where Policy OS 6 will permit the development of facilities ancillary to water sports adjacent to inland lakes, reservoirs, and waterways where a number of criteria are met (as specified in the document)
- PPS 16: Tourism – gives guidance on the development of tourist accommodation

However, while the PPSs support economic tourism and recreational development, outdoor recreation, and tourism, they also set policy for landscapes and habitats and buildings that need protection and set the agenda for what is in the Local development Plan.

The River Blackwater is split between two local authorities Mid Ulster District Council and Armagh Banbridge and Craigavon Borough Council. In accordance with Section 10 of the Planning Act (Northern Ireland) 2011 and Regulation 20 of the Planning (Local Development Plan) Regulations (Northern Ireland) 2015 both Council are responsible for developing a Local Area Plan. Based on the plans below it is

important that planning permission for any infrastructure development on the river is provide by each relevant Council.

Mid Ulster District Council Local Development Plan: Mid Ulster District Council submitted its Local Development Plan Draft Plan Strategy (DPS) to the Department for Infrastructure on 28 May 2021. The submission of the documents to the Department for Infrastructure is the first step of the Independent Examination stage for the Local Development Plan process.

Points of Interest Relevant to the Blackwater River:

1) Conservation Areas: Of the five conservation areas located in MUDC two of them are situated along the banks of the River Blackwater, Caledon and Moy.

2) Protection Of River Corridors Policy. Proposals on sites adjacent to a main river will conflict with the plan unless it has been demonstrated that all the following criteria are met: a) a biodiversity strip of at least 10 metres from the edge of the river is provided and accompanied with an appropriate landscaping management proposal; b) public access and recreation provision is provided where appropriate; c) there is no unacceptable adverse impact on nature conservation; d) the proposal will not compromise or impact on the natural flooding regime of the main river and complies with the requirements Flood Risk Policy; and e) any development would not prejudice an existing or future opportunity to provide a riverside walk.

3) Development of Facilities ancillary to Water Sports: Development of facilities ancillary to water sport uses, such as slipways, jetties, boat houses, toilet and changing facilities, parking areas and accesses can be facilitated depending upon the environmental and heritage sensitivities of the area, landscape, and general amenity considerations. A number of our water bodies are located in areas of national and international environmental designations and within these areas special attention should be given to ensuring the proposals do not impact on the sensitivities and integrity of these areas.

4) Outdoor Tourism Attractions: Proposals for outdoor tourism facilities, amenities, or attractions, such as golf courses, fishing lakes, outdoor activity centres and picnic sites, interpretation, and visitor centres, will accord with the plan where they are located within a settlement or a Tourist Opportunity Zone or in the open countryside outside of a Tourism Conservation Zone.

5) Artificial Modification of Watercourses: Development proposals which require the artificial modification of a watercourse will conflict with the plan. Exceptions are where: Culverting of a short length of a watercourse less than 10 metres is necessary, or operations are necessary for engineering reasons, as accepted by DfI Rivers. Planning permission may therefore be needed to carry out any dredging work at the mouth of the river.

Armagh, Banbridge and Craigavon Borough Council (ABCBC)

The ABCBC local development Plan is still in the process of being drawn up. The Preferred Options Paper and Preparation Papers has been drawn up and the Council is in the process of publishing a Draft Plan Strategy.

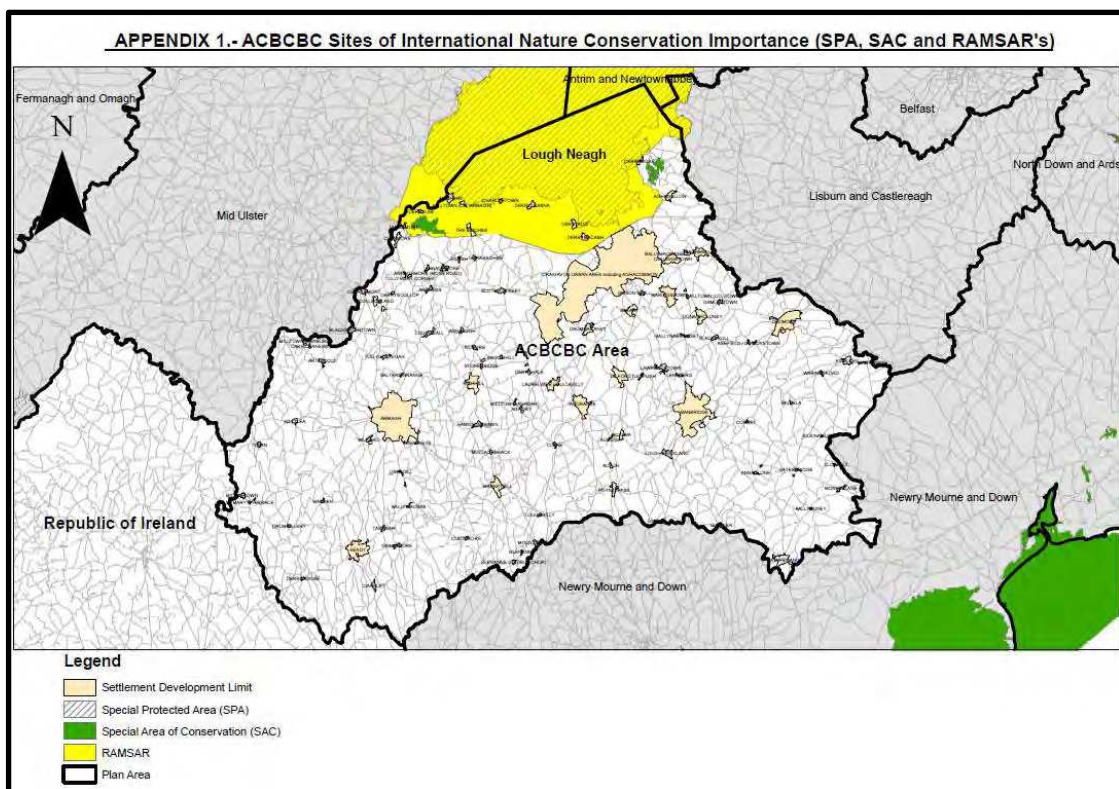
Relevant Preparation Paper Comments

1) Tourism Assets: The following Tourism assets have been identified as a priority and are based near to and along to the River Blackwater: The Argory, Peatlands Park, Coney Island, Maghera Country Park

2) Water sport activities: Water Sports Activity including that based on connections to Lough Neagh, have important tourist potential; Oxford Island was the most popular visitor attraction in ABC.

3) Ulster Canal: The Plan noted that planning permission was granted for the Canal in 2010 to restore part of the historic Ulster Canal that has been disused since 1929. This involves two stretches: 5.5kms of river navigation from Quivvy Lough on the Erne System to Gortnacarrow in Co Fermanagh and 8.5kms of canal from Gortnacarrow to Clones in Co Monaghan. To date, no official proposals have come forward along the ABCBC stretch of canal

4) Ramsar: The main navigable part of the Blackwater River is designated as a Ramsar wetland landscape. This is very important status in relation to the preservation of peatland and wetlands. **NB Ramsar Area in Yellow**



F) Tourism NI and Tourism Ireland Promotion

In order to achieve the vision outlined in the Department for Economy's Draft Tourism Strategy to 2020, Tourism NI has placed a focus on moving from a tourism sector which emphasizes the attributes of the landscape or the standalone infrastructure assets on offer, to one which focuses on the emotions, feelings and sensations that visitors will have on their journey, the stories they will learn and the connections they will make i.e. experiential tourism. To do this, Tourism NI has developed a set of five core experience themes that are unique and authentic to Northern Ireland. Of these themes the development of the River Blackwater has the potential to contribute to the 'Unique Outdoors' core experience theme.

Tourism Ireland and Tourism NI have also developed a segmented approach to marketing and promoting tourism products. This focusses on people's preferences and motivations looking at why people take holidays and what they want to do. The main segments that could relate to the River Blackwater would include the "Aspirating Families, and the Natural Quality Seekers".

In developing the Blackwater as a tourism product, it is important to therefore focus on developing targeting and promoting quality experiential tourism products.

G) Shaftesbury Estates

Ownership of the bed and soil of Lough Neagh resides with Shaftesbury Estates of Lough Neagh Ltd. Therefore, express permission of the owners is required to undertake any activity impacting on ownership rights over the bed and soil of the Lough. This includes dredging of channels and positioning of navigation markers to facilitate safe navigation as well as any wider development impacting on the bed and soil. Furthermore, the positioning of navigational markers fixed to the bed of the Lough would also require charges to be paid to Shaftesbury Estates.

H) Councils and Tourism Development

Mid Ulster District Council Tourism Strategy

The Mid Ulster Tourism Strategy and Action Plan was drawn up by Mid Ulster Council in 2016 and provides a framework to guide destination development, planning, management, and marketing over the period 2016 - 2021. The strategy recognises that tourism performance is largely based on rural and outdoor activities and tied into the area's natural attributes and the region is a developing destination that in recent years has not fulfilled its potential to contribute to economic growth.

It identified several important tourism issues in relation to Mid Ulster and a number of these are specifically relevant to the Blackwater area. These include:

- The poor visibility of Mid Ulster's natural heritage, outdoor activity, and historic and archaeological heritage.
- Lough Neagh and its Waterways suffers from a lack of developed product, with difficult access to the water and a complex shared decision making amongst 5 local authorities.

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•The very high concentration of Neolithic, and Bronze age sites across Mid Ulster, offer a unique tourism and the study area contains a significant amount of built heritage sites.

In conclusion the strategy identifies two out of its three main strategic pillars on which the Blackwater River, including “History, and Heritage” and “Outdoor Recreational Activities such as walking and cycling.” However, there is a need for any future Tourism Strategy to identify and demarcate the River Blackwater for greater Tourism focus and development.

Armagh Banbridge and Craigavon Borough District Council Tourism Strategy

The existing Tourism Strategy for Armagh Banbridge and Craigavon Borough District Council “Transform” 2017 – 2022 has identified a layer of priority tiers in terms of developing and promoting the Council area as a Tourism destination. The three main tiers are detailed below

TIER 1: These initiatives are capable of assisting the destination to stand out in a crowded market and will respond to the requirements of international travellers and will reinforce the brand proposition for the destination.

TIER 2 These initiatives will support the Tier 1 products and initiatives by broadening the overall appeal of the destination through exposure to new market opportunities.

TIER 3 These are research and development initiatives which with further investigation may be suitable as tourism products beyond 2022.

Unfortunately, Lough Neagh was included in tier 3 with the following areas identified as tier 1 priorities.

- Redevelopment of former Armagh Gaol
- Reposition Navan Centre & Fort
- Pursue a Heritage-led Regeneration approach
- Reinforce the City’s association with Saint Patrick
- Consider the future potential of our museums
- Support proposals at the Observatory/ Planetarium
- Develop the Apple Orchards/Cider into an International Visitor Experience
- Package visitor experiences based on the destination’s unique stories including the Orange Cultural Product, Linen and Artisan Food & Drink.
- Focus the destination’s events programme and develop associated event development frameworks for Signature events.

As a result, Lough Neagh and the River Blackwater has received little promotion and relatively less tourism investment over the last 5 years, although it must be noted that in the last year this approach seems to have shifted with elected representatives passing a motion to highlight the importance of Lough Neagh. improving major investment in new jetty and parking facilities at Verners Bridge on the Blackwater River and the Council is now working closely with MUDC to examine the option of dredging the mouth of the river. A joint working group is in the process of being set

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up to look at this option and both Councils are working closely with the Department of Infrastructure.

The River Blackwater still remains a major underdeveloped tourism and economic development opportunity and there now the need for ABC Council to draw up its new post 2022 tourism strategy providing Lough Neagh and the River Blackwater with greater strategic priority.

Consultation

One to One Interviews

A number of local tourism stakeholders were interviewed to gain feedback and input into the study and its recommendations. The interview lasted on average 20 minutes although some were longer. It took the format of a short questionnaire. Appendix 3 provides a template of the questionnaire but the main purpose of it was to gather important relevant information. Appendix 4 provides a list of stakeholders engaged in one-to-one interviews. It is very important to note that this was not an exhaustive list due to COVID restrictions, regarding gathering in public spaces. Consultation took place on an individual basis. The following is a summary of the feedback from the questionnaires.

- Addressing the dredging of the mouth of the river and keeping it open is the number one priority
- Need a joint Council approach to create momentum to develop the river
- Need for a co ordinator to work on river and keep mouth open and remove any obstacles
- Need a new jetty and boat berthing facilities at main stopping off hubs
- Protection of rich built natural and cultural heritage is important
- Need to engage with and help the private sector through clustering, skills and capital grant development.
- DFI should have an integral part to play in the river's development
- Long term the connection with the Ulster Canal, Motorway Bridge, and the development of the Coalisland Canal is a priority
- In long term Waterways Ireland to take responsibility but in meantime an interim arrangement must be examined and agreed.

Word Cloud

A list of common words and phrases used throughout each of the one-to-one interviews was noted and a word cloud produced. This will give a visual summary of the recurring themes and issues that were raised by stakeholders. This will allow us to shape and form the study recommendations.

Word Cloud of Main Themes



Boating Infrastructure Needs on the River Blackwater

1) Coney Island

There are landing, berthing and jetty facilities at Coney Island on the southwest and southeast side of the Island. Both are in need of replacement. There is also the need to develop a safe entrance marker system to the Island itself between Coney and Maghery.



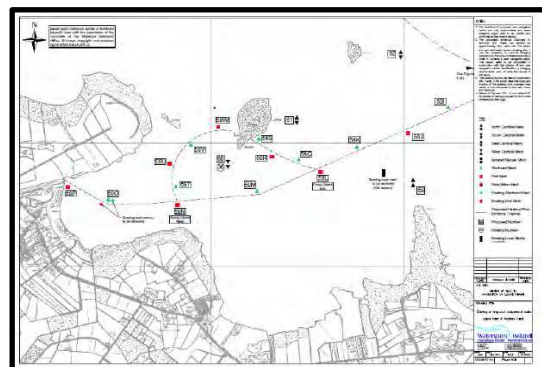
The Island is owned by the National Trust and has been managed by ABC. The National Trust have recently improved the House and lease it to a private individual. There are no formal tourism facilities but there is an informal camp site with outdoor toilet facilities beside the house and there is also an outdoor water supply. There is the possibility of trying to develop the camping facilities with pod facilities to be run by the private sector or the Blackwater Community Barge body.

The “Review of Aids to Navigation on Lough Neagh” study 2017 carried out by Waterways Ireland on behalf of the Department for Culture Arts and Leisure

(The body responsible for Inland Waterways prior to the Department for Infrastructure) identified specific improvements to the navigational aids on Lough Neagh and there were recommendations for the navigation aids around Coney and the entrance into Maghery Canal Cut and the River Blackwater.

New Marker Recommendations for Coney Island and Maghery Cut

Maghery Canal	58H	New Mark	Port Mark	364,343	295,397
	58I	New Mark	Starboard Mark	364,222	295,087
	58J	New Mark	Port Mark	364,075	294,815
	58K	New Mark	Starboard Mark	363,962	294,519
	58L	New Mark	Port Mark	363,824	294,270
	58M	New Mark	Starboard Mark	363,678	293,898
	58N	New Mark	Port Mark	363,607	293,393
	58O	New Mark	Starboard Mark	363,623	292,950
		Existing Mark (to be removed)	Starboard Mark	363,626	292,990
		Existing mark (to be removed)	Port Mark	363,602	292,918
Coney Island West	58P	New Mark	Port Mark	363,725	292,722
	58Q	New Mark	Starboard Mark	363,882	294,134
	58R	New Mark	Port Mark	363,922	293,991
Coney Island East	58S	New Mark	Starboard Mark	364,016	293,888
	58T	New Mark	Starboard Mark	363,708	293,337
	58U	New Mark	Port Mark	363,854	293,355
	58V	New Mark	Starboard Mark	364,000	293,477
	58W	New Mark	Port Mark	364,090	293,656



2) Maghery Canal Cut Entrance, Jetty and Slipway



Maghery is the main water entrance into the River Blackwater. Entrance by boats has often traditionally been through the Canal Cut and not the mouth of the river which is very silted up and has a rocky bottom. The adjoining Country Park has a car park play area, turning circle, slipway together with berthing jetties. To develop the river and increase boating and recreational traffic on the river this first site must be given priority in terms of needed infrastructure. The surrounding Canal Cut entrance site is fully silted up. Full extensive dredging needs to be carried out to allow the River Blackwater to be accessed via the Canal Cut and boats to have safe passage in and out.

- An entrance marker system needs to be put in place after any dredging is carried out with a possible new lighted entrance marker or transit put in place.
- The jetties along the entrance to the canal area is also in need of repair and over 50 metres of reedbed and vegetation within the canal entrance need to be extracted
- The road through the Maghery Country Park is in need of repair to allow boats to be brought in on a trailer safely.
- The slipway into the Lough is very silted up and also needs dredged.
- There are no toilet facilities at the site and there is potential to work with the local GAA Club to develop a shared disabled Toilet facility on the site.

Silting up of River Blackwater Entrance



3) Ferry Bridge

Ferry Bridge is a foot bridge that connects Maghery in Co Armagh with Derrylaughlen in Co Tyrone. Up to the 1960s there used to be a ferry for cars to cross the river. The bridge can get very slippery if not cleaned in the spring and it is in need of a repaint. There may also be some improvements needed to the small car parking facilities on either side.

The bridge may be important in the future to connect the Peatlands Park to the new proposed access developments in Derrylaughlen Bog.

Ferry Bridge



4) Coalisland Canal Point.

The first point of interest on the Blackwater River is the entrance to the Coalisland Canal. The Canal itself is navigable for about 200 m although caution must be taken and although there is no jetty, it is possible to berth along the bank. Whilst the majority of the Canal does not hold any water and a lot of it has been covered over, there is still a great walking path along its entire length into Coalisland itself. This is used extensively and has proved very popular. So much so that a new private mobile café has opened along it. There is no access path at the very end of the canal, and this is a development opportunity. Likewise, there is also the possibility of providing a new jetty at the end of the canal point so that people can link in with the Canal walk.



5) Tamnamore and Verners Bridge

Tamnamore and Verners Bridge



The main obstruction upstream of Maghery and the Coalisland Canal Point is the M1 Tamnamore Motorway Bridge which has inadequate navigational headroom for some boats. A new channel could be constructed adjacent to the river under the motorway with increased headroom to meet navigational standards.

This would obviously be a huge engineering undertaking and out with the remit of this study. Although it is important to note that the Blackwater IWA are presently involved in an updated assessment of the costs and specification options for improving the headroom of the bridge.

Waterways Ireland recommend that all bridges should provide for a

minimum navigation clearance of 3.5m over a 3m width. The Tamnamore bridge has a head with of about 2.5 – 3.0 metres depending on the level of the river but even with this, it would allow for the passage of most non-sailing boats on the Lough.

The second main mooring facility on the Blackwater is just below Verners Bridge. This mooring facility has three public berths along a jetty and the site also includes a picnic area. It has recently just been fully upgraded with new floating jetty facilities and improvements of the carparking facilities have been carried out on the ABC side of the river.

Feedback from the River Blackwater IWA and the Blackwater Community Barge Group is that the slipway needs extended as there is a significant drop at its present end. The group are also carrying out a feasibility study into the potential to increase the size of boats entering under the Motorway Bridge. The study is being carried out by AECOM.

6) Argory Carpark and Slipway

Argory Slipway and Car Park



The next formal mooring infrastructure facilities can be found at the Argory Estate just at and up from Bonds Bridge. There is small jetty, carpark, and slipway at Bonds Bridge with a larger jetty and 2 public berth facilities at the Argory itself.

This is on the ABC side of the river. The smaller jetty, slipway and parking facilities could also be improved There

is immediate access to the Argory Country House, cafe, and Estate. The jetty is in very poor condition and needs replaced. The site which belongs to the National Trust, offers a real day out and a quality destination for any boats wishing to navigate the Blackwater. Whilst there are no formal camping facilities this can be arranged with the Estates Manager of the Property. The Argory also has a large number of fishing stand facilities that are well used.

Argory Jetty



7) Start of Ulster Canal

Lock 1 of Ulster Canal



Just below the Moy is the original entrance into the first constructed lock into the old Ulster Canal. Whilst there is no navigation benefit in restoring this site there is the potential to carry out a basic lock restoration project with the local IWA group and the Blackwater Community Barge Group. Early discussions have already taken place with the Landowner.

9) Moy Slipway and Jetty

The first main town to be encountered on the navigation of the Blackwater River is the Moy village with its neighbouring village of Charlemont. Both Villages are well worth a visit and have a charming atmosphere with plenty of good pubs and restaurants and interesting antiques shops. There is a concrete jetty and slipway situated on the Moy side of the river with two public berths available. The slipway offers spaces for two boats and is quite dangerous with objects and bolts sticking out of the jetty wall. There are no buffer guards in place to protect any berthing.

The gradient of the path into the village from the jetty is too steep for disabled wheelchairs and so additional berthing sites with a gentler gradient into the town needs to be examined. These could be developed on up the river past the bridge

Moy Jetty carpark and slipway

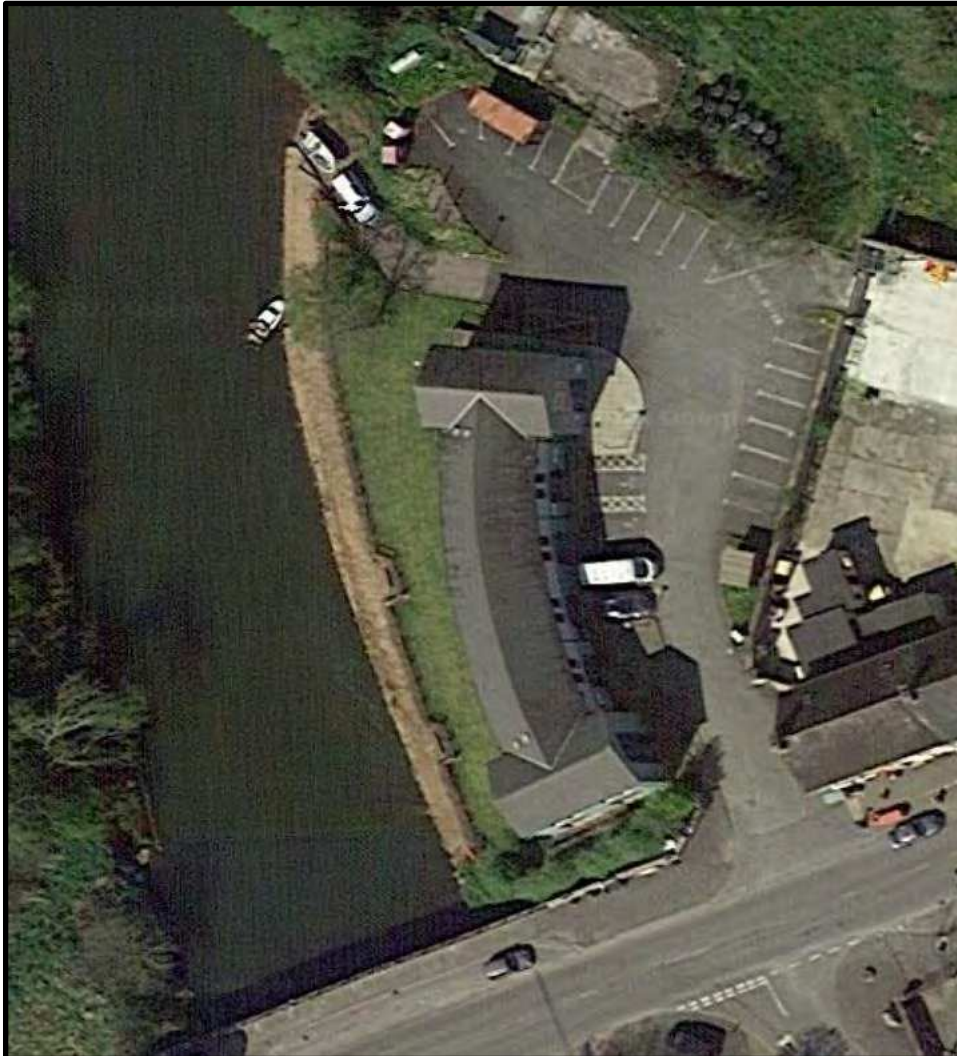


10) Blackwatertown Slipway, Jetty and Carpark

The last navigable place to visit by boat on the Blackwater is Blackwater town.

Again, it is a pretty town well worth a visit with shops, pubs, and restaurants. There are 4 berths and a jetty available on the east bank. Navigation beyond Blackwatertown is too shallow for a boat but it can still be accessed by canoe. The jetty is in need of repair.

Blackwatertown slipway and jetty



Tourism Sites and Experiences along the River Blackwater

As well as actual boating infrastructure along the riverbank there are also other tourism infrastructure products which could be developed future. The focus of Tourism NI is to develop experiences and there is a need for both of the Councils to work hand in hand to develop and promote existing experiences and develop future working tourism clusters and partnerships

Blackwater Community Barge



The Blackwater Community Barge presently operates a disabled friendly V20 boat on the Blackwater River. Over 12 volunteers have been trained up to operate the service. The boat holds regular trips up the navigable part of the blackwater River. They are keen to work with the Council bodies to develop the river as a quality tourism destination and so far, they have been very popular and have significantly increased the number of people travelling along the river

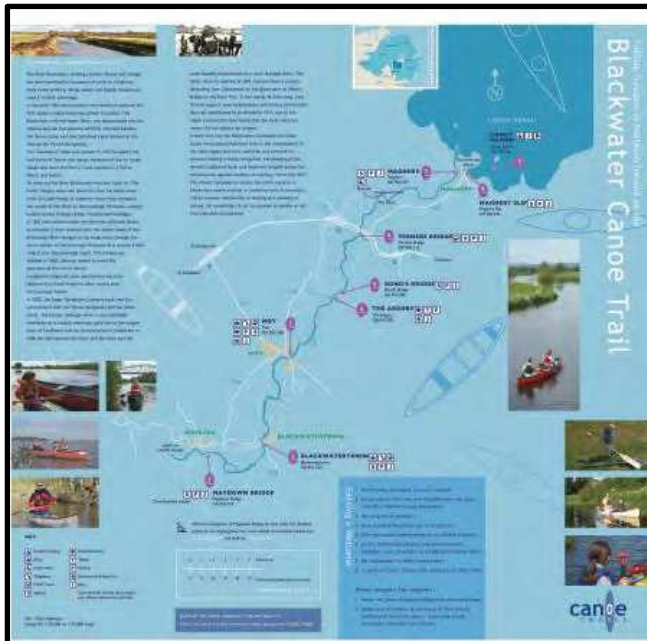
Blackwater Canoe Trail

CanoeNI are responsible for promoting 6 canoe trails along the

River Blackwater Feasibility Study with Recommendations

- Lough Erne Canoe Trail
- River Blackwater Canoe Trail
- Lough Neagh Canoe Trail
- Strangford Lough Canoe Trail
- Lower Bann Canoe Trail
- Southeast
- Foyle

Blackwater Canoe Trail



The River Blackwater has its own 20 km Canoe Trail stretching from Maydown Bridge to the mouth of the river and Coney Island. There are nine access points that all need upgraded. It is marketed and promoted by the Canoe Association of Northern Ireland and outdoor recreation Northern Ireland and there are numerous canoe events held on the river. This could be co-ordinated and promoted better. There is also the opportunity to promote the longest canoe adventure in Ireland which combines the Blackwater Lough Neagh and the Lower Bann.

Blackwatertown

Blackwatertown is a small village on the banks of the Blackwater and is very significant in relation to the history of Ireland. It was an important river crossing and fundamental in the nine years war between Elizabethan England and Hugh O'Neill. This historic element along with the Battle of Yellow ford and the Battle of Benburb could be developed as a heritage tourism experience. There is a quality restaurant in the main street called the Portmor which offers quality food for people wanting to stay overnight at the jetty.

The Moy Village

Tomneys Bar the Moy



Moy village is the largest population centre that sits on the river. A smaller village known as Charlemont is on the east bank and the two are joined by Charlemont Bridge. The river is also the boundary between County Tyrone and County Armagh. It is a conservation village with a fine 18th century square. It has a famous traditional Irish pub Tomneys Bar together with one of the biggest Antique shops in

River Blackwater Feasibility Study with Recommendations

Northern Ireland, Moy Antiques. Both would already attract large numbers of visitors. New tourism attractions have also recently been set up including the Woodlab Distillery home of award-winning Symphonia Spirits which is one of Tourism Northern Ireland's "Embrace the Giant Spirit Brand Experience". Also in the area is "Wee Buns Cookery School, another "Embrace the Giant Spirit Brand Experience". "An Apple a Day" experience has also been developed between the Council and some of these tourism businesses. This particular unique experience starts with picking your own apples at a local orchard, before heading to the Woodlab Distillery to extract your apple's essence. This is followed by learning how to create Apple Gin followed by a light lunch before moving on to Wee Buns Cookery School to create an Apple inspired afternoon tea with an Apple Gin Cocktail. Overall a great experience that could be better connected to the boating sector on the river

The village is also home to quality tourist accommodation including the Ryandale Guesthouse, Spice Cottages, self-catered accommodation and Charlemont House. There are also quality cafes restaurants including the Moy Larder and the Chapter V Restaurant and retail shops that would be able to supply any boats with provisions for an overnight stay. A Eurospar

Woodlab Distillery



Supermarket with Toilet facilities is within walking distance to the jetty. As previous noted there are two berthing facilities to allow two boats to berth overnight. This should be expanded to four and the existing jetty improved and made safer. MUDC work closely with a number of businesses in the town and in the process of developing Tourism Northern Ireland brand aligned experiences and tourism clusters

Argory House

The Argory is a fine historic house that was built in the 1820s on the banks of the River Blackwater with over 320 acres of woodland with guided tours of the house woodlands and riverside walk. There is also an award-winning café and tearoom serving traditional scones within a traditional Victorian setting. This quality visitor attraction can be accessed by boat at two berth slipway and there is a car park and slipway for launching boats also. The launching and slipway facilities could be improved, and larger jetty replaced and developed further to improve the boating experience and attract more visitors by water.

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Argory House



Angling on the Blackwater River

A small stretch of the River Blackwater, which lies upstream of Blackwatertown Bridge, is available to DAERA permit holders. This short stretch provides good game fishing for salmon, brown trout and dollaghan in season. Whilst salmon numbers in the river have decreased significantly over the last 20 years the number of brown and unique Lough Neagh trout known as Dollaghan are still significant. There is therefore an opportunity to promote and brand fishing for Dollaghan and for the Department of Infrastructure Inland fisheries to brand and promote fishing for Dollaghan trout to international Tourists. Course fishing on the stretch of river from the mouth to the Blackwatertown is very common. The shore of the Argory estate has comprehensive coarse fishing stand facilities. Indeed, it is so common that many fish from the jetty facilities available for berthing boats and sometimes there a conflict of interest. There may therefore be a need for a new code of conduct with signage be provided at each jetty. There could be opportunity to develop a “Catch and Cook” experience on the Blackwater.

Angling On River Blackwater



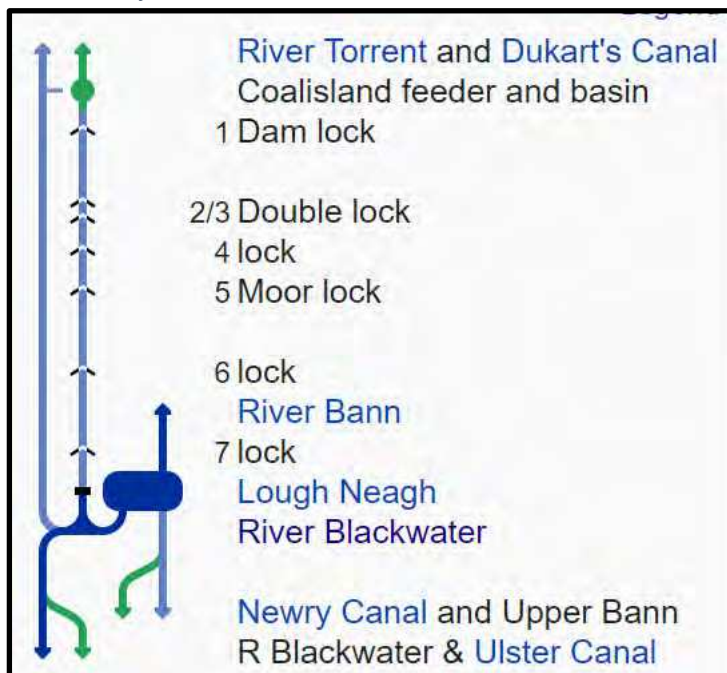
Coalisland Canal Walk

Coalisland Canal Walk



The Coalisland canal opened in 1789 for the transportation of coal from Coalisland to Dublin making it a very important industrial heritage site. It linked the centre of Coalisland to the River blackwater and then onto Dublin via Lough Neagh via the Newry Canal.

Main Lock system of Coalisland Canal



In 1954 the Tyrone Navigation, or Coalisland Canal, was officially abandoned and relegated to the status of a drainage ditch. In 1961 the Basin was drained and filled in. At present you therefore cannot take a boat from the river Blackwater deep into the Canal.

MUDC has carried out extensive work along the Coalisland Canal pathway and also intend to carry out future work to improve the canal and the town's centre as part of a £1.8million investment in the

Mid Ulster area.

River Blackwater Feasibility Study with Recommendations

However, there are two important issues associated with the remains of the Canal that provide future opportunities.

- The entire canal are now the property of a government Department and the local council. This is a fundamental advantage if at some time in the future the Council wanted to develop the Canal.
- The Canal pathway and walk has been fully restored and is a very popular and active walk.

If there were berthing facilities at the bottom of the Canal at “the Point” where it meets the River Blackwater, then the Coalisland Canal Walk could link with a good tourism and walking visitor experience linking the Blackwater Canal. The biodiversity and wildlife corridor along the Canal pathway is also of high value and there are also opportunities to create a wild food corridor and pathway improvement along the Canal.

Finally, there is also an opportunity to upgrade previous technical and costing studies into the restoration of the Canal linked with a full economic appraisal. There is an opportunity to put a barge restaurant on the Canal and develop a food experience.

Riverside Cabins

At present there are private log cabins accommodation facilities on the bank of the river itself. The cabins are marketed through AirBnB, and both have 2 bedrooms with kitchen, w/c, and shower, and for larger families there is also a 4-berth cabin available. There is also a hot tub available with a large garden and kids play area. This is the most recent private sector tourist accommodation development actually on the banks of the river and is a good indicator of the potential growth of tourism on the river.

Maghery Country Park

Maghery Country Park



Maghery Country Park is located at the mouth of the River Blackwater and on the ABC Council side of the river and acts as a gateway and holding base for boats

entering the system. Navigation by boat is through the Cut and not the mouth of the river itself, The Park is based on the outskirts the village of Maghery itself and contains an area of 30 acres comprising 5km of woodland walks and picnic areas in natural surroundings.

The Park is excellent for birdwatching, fishing, and walking. Coney Island lies 1km offshore and is the only remaining inhabited island on Lough Neagh. There is no accommodation at the site and while berthing of facilities for boats is adequate there are opportunities to expand spaces and provide lighting and water facilities. The slipway and turning facilities in the carpark could also be upgraded. There are opportunities to work with the private or social enterprise sector to examine providing pod accommodation here and at Coney.

Coney Island

Coney Island lies just 1km offshore from Maghery Country Park and is really the hidden gem associated with any visit near to the Blackwater, although it is important to note that it is not along the shores of the river but in Lough Neagh itself, the island has a rich history spanning many centuries, with evidence of human occupation dating back 8000 years BC. It is in ABC Council area. The island is owned by the National Trust. Regular Boat Trips are no longer available due to passenger boats being unable to dock at Maghery Country Park and this is one of the main benefits that will come from the dredging of the facility.

Coney Island main Jetty



The Lough Neagh Partnership has been working with the National Trust to improve the biodiversity of the Island; however, the two jetties are in a state of disrepair and need to be replaced. Another recommendation is to facilitate the Blackwater Community Barge to organise formal boat trips to the Island.

Ulster Canal Greenway

At a meeting of the North/South Ministerial Council in 2015, it was agreed that Waterways Ireland would lead on progressing the development of a greenway along a corridor of the Ulster canal in association with relevant councils and stakeholders. That has resulted in the establishment of a regional greenway advisory group with local authorities in both jurisdictions. The East Border Region and Waterways Ireland have led the group on delivering the project which lays out a 190-kilometre network of off-road greenways across the centre border area and anchored to the Ulster canal route. It also builds on work by Monaghan County Council in accessing Department of Transport funds to deliver a previous phase in 2013 that runs for 4.2 kilometres through Monaghan town.

Waterways Ireland continues to collaborate with its project partners, Monaghan County Council, Armagh City, Banbridge and Craigavon Borough Council and East Border Region to develop phase 2 of the greenway from Smithborough in County

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Monaghan to Middletown in County Armagh. This is funded through the INTERREG Va sustainable transport measure. A formal request for additional funding to develop the greenway was submitted to the Special EU Programmes Body (SEUPB) in April 2020. An integrated consultant team has been appointed to progress the route selection and design. The preferred route for the greenway was made public in July 2020, following a thorough route selection process, and planning applications have been submitted for the section in County Armagh and the section from the border to Monaghan. The design and planning permission phase for the section from Monaghan to Smithborough will be progressed in the not-too-distant future.

The Battle of Yellow Ford

One of the main tributaries of the Blackwater is the River Callan. The Callan rises beyond Darkley in South Armagh, flows through Keady, skirting Armagh city and eventually joins the Blackwater. Along the banks of the Callan, just this side of Armagh, is the site of the Battle of the Yellow Ford where the English army under the control of Marshall Bagnal, engaged two of the most famous Irish chieftains: O'Neill and O'Donnell. It is recorded that the waters of the Callan ran red with the blood of those who fell. Bagnal was taken prisoner and what remained of his army was forced to retreat south. This battle, coupled with the Battle of nearby Benburb, is of huge historical significance and dramatically changed the course of Irish history. There would be therefore be opportunities to develop the site and negotiate access via the river.

Connecting the River Blackwater with Lough Neagh and the Ulster Canal

The Canal Cut Entrance

Traditionally boats and barges did not enter the mouth of the Blackwater through its mouth but through a small navigation canal cut to the southeast of the mouth. The entrance to this “Canal Cut” is presently silted up and has not been dredged since 2006 so no boats can access. Depth at the entrance is only 0.9 metres so only canoes can access.

The approach to the remnants of the old Canal Cut channel encounters depth problems at approximately 250 - 500 metres out from the mouth of Blackwater Canal

Redundant Marker System at Blackwater River



metres.

There is no formal marker system at the entrance to the mouth of the Maghery Canal Cut. The only marker system is an informal system installed by local people that has become deteriorated and redundant.

There is a need to install a new entrance marker system as well as the dredging of silted material.

Cut. Depth begins to drop to 1.8 metres on approaching the initial channel and lowers to 1 metre beside the first remnants of the existing markers and then just 0.8 of a metre at the immediate mouth/entrance to the Cut. The width of the existing Channel was very small at approximately 3 - 5

Redundant Marker in Silted up Channel at Blackwater River



Fishermen Protest

In the summer of 2021, the local fishermen and boat users in the river Blackwater held a protest at the mouth of the river highlighting the huge silting that has occurred at the river mouth and the inability of working and recreational boats to enter the Blackwater River system. The rally was reported on by the BBC and may local papers also highlight the safety concerns of the silting and the general lack of interest shown by the Department of Infrastructure who has overall responsibility of developing Inland Waterways in Northern Ireland.

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Gerard Mc Court Local Fisherman Highlighting Problem of Silting Up of River Mouth



DFI Meetings and Business Plan Development

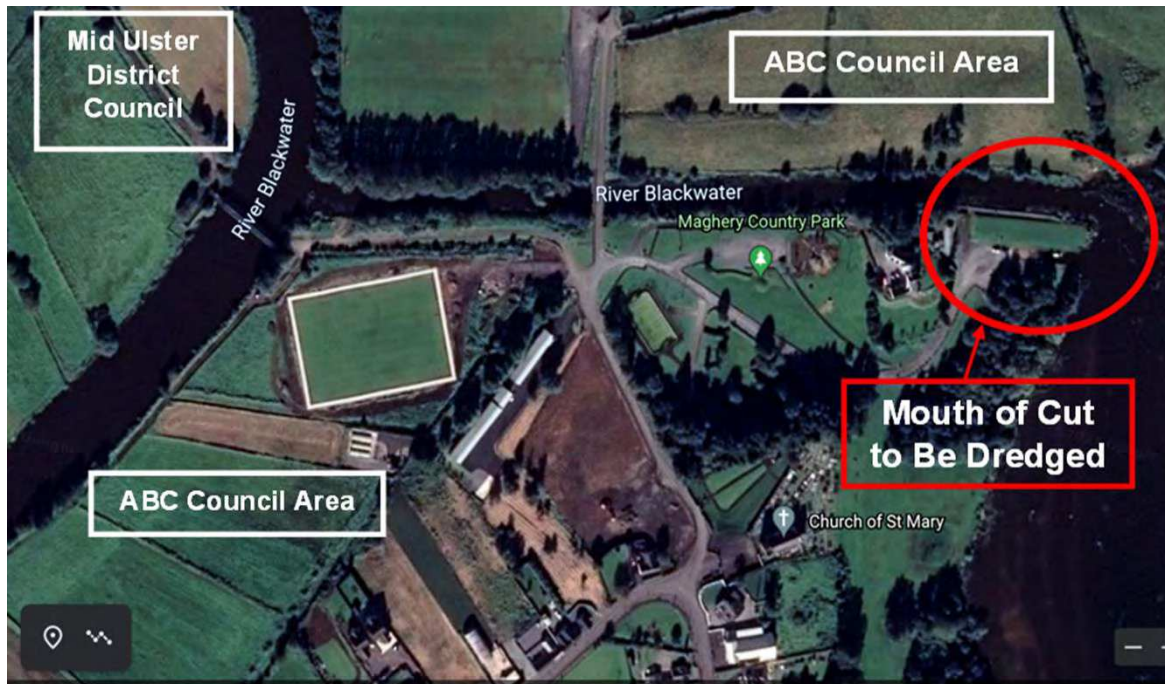
The summer of 2021 fishermen's protest was followed up by lobbying from local politicians and the Lough Neagh Partnership. Two main meetings were held between the Department for Infrastructure. Officials and the relevant stakeholders from NIEA, Shaftesbury Estates, National Trust, the two main Councils. It was agreed in Jan 2022 that MUDC and ABC would examine a business proposal to examine a business proposal to dredge the mouth of the river. The following steps were identified as the main stages that were needed to move the project forward.

Project Management Process

1. Agree in Principle funding Source from DFI Blue Green Source
2. Carry out sampling of dredge material
3. Prepare Business Plan and Cost Estimate and Funding source
4. Agree Specification of tender
5. ABC to link with MUDC and form joint working party as there is joint jurisdiction all the way up the river.
6. Prepare permissions including, EIA and Natura 2000 consent, ASSI, and waste licence disposal and argue for section 25 waste exception
7. Shaftesbury Notification, HED archaeological permission
8. Identify marker and transit needs between Canal Cut and Coney Island
9. Long Term sustainable approach

Two Council Approach

Need for Two Council Approach



As can be seen from the aerial photograph below, attempting to dredge the Canal Cut entrance to the river is made logistically complicated by the nature of the river being a Council and County boundary. As such, there is a strong need for the two councils of Armagh Banbridge and Craigavon Borough Council and Mid Ulster District Council to set up a joint working group to not only oversee the implementation of the dredging of the mouth of the Canal Cut but the implementation of the follow-on recommendations of this report. It is important for the two Councils to use this report as a working tool to develop what is an underdeveloped tourism products in both Councils.

Technical requirements

Appendix Two provides a technical note on any Bathymetric survey of the project area to determine substrate depth and to quantify the volume of material to be removed (dredged) and a sediment and surface sampling collection protocol. These are required to quantify potential contaminant levels and to inform how the dredged material will be disposed. Requirements of Phase 1 habitat survey requirements are also provided. It is fundamental that the issue of what to do with the silt and dredged material is addressed at an early stage in the process and early samples are taken and discussions with NIEA environmental waste is held to determine if material is a waste product or by product. This is fundamental to the cost of the project.

Long Term Dredging and Maintenance

It is important that there is a budget set aside to maintain the entrance every year and that an annual light dredge is carried out.

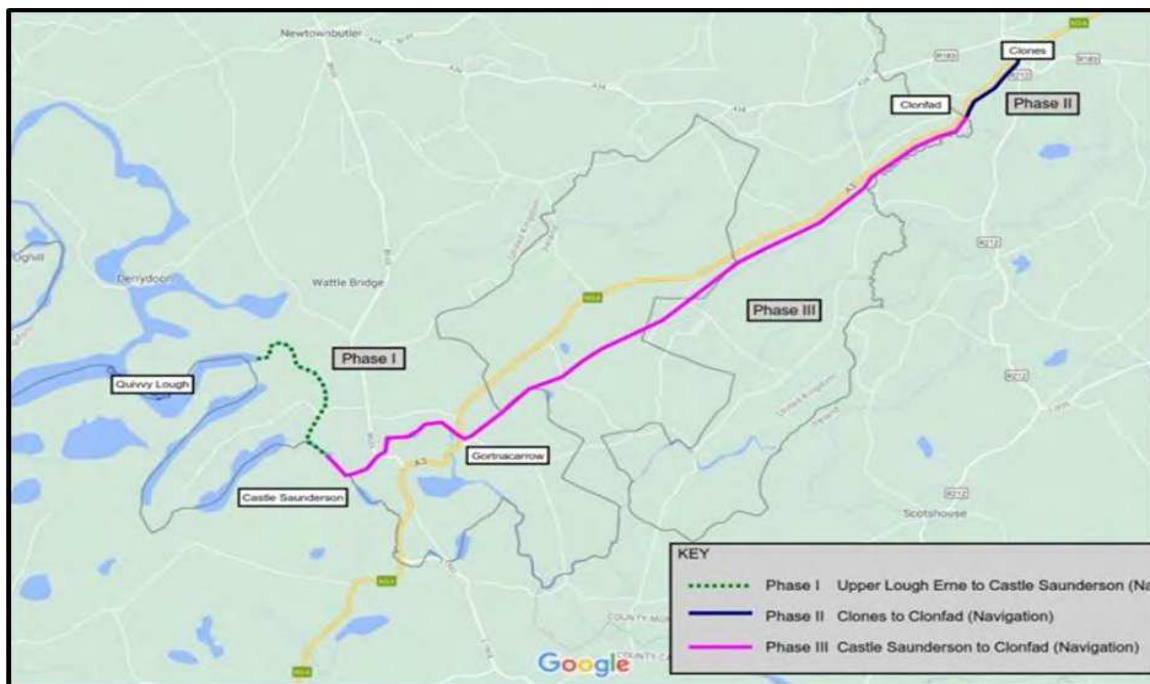
Connection to Ulster Canal

Work on the original Ulster Canal began 180 years ago (1841) and within the year it was open to commercial traffic. The navigation combining river and canal was circa 93km long, passing through Counties Fermanagh, Cavan, Monaghan, Tyrone, and Armagh. The Canal however was not a commercial success and affected badly by the coming of the railways and the last trading boat using the system was in 1929 and it officially closed in 1931.

Lough Erne to Clones

In 2007 following a meeting of the North South Ministerial Council, the Ulster Canal Restoration project was added to Waterways Ireland remit. The organisation was tasked with restoring the section from Quivy Marina and Lough in Co Cavan to Clones in Co Monaghan. This is a stretch of approx. 13.5 kilometres.

Ulster Canal Development Phase 1,2,3



Phase 1 was completed in 2019 and is now open to the public. It included c.2.5 kilometres of new river navigation along the River Finn between Quivy Lough and Castle Saunderson. The work programme involved the dredging of the River Finn, construction of a new lateral canal and navigation arch at Derrykerrib bridge and the installation of new floating jetty at Castle Saunderson. This element of the project cost €3m.

Phase 2 of the Ulster Canal restoration will focus on the restoration of the canal between Clones and Clonfad in County Monaghan, including a canal basin marina and amenity area in Clones. In November 2020 Waterways Ireland submitted an application for the €12m funding for Phase 2 from the ROI Rural Regeneration &

River Blackwater Feasibility Study with Recommendations

Development Fund. In December 2020 the Shared Island team within the Department of the Taoiseach announced it would contribute €6m of the €12m.

Whilst some parts of this Canal development are in the Republic of Ireland and in Northern Ireland, the main economic beneficiaries and most of the nodal development points on the present Ulster Canal development are in the Republic of Ireland side of the Canal, including Quivy Lough Marina, Castle Saunderson Estate and Clones Town. There is therefore a need to address the apparent imbalance in the sharing the economic benefits of the Ulster Canal proposal in a more cross border basis and to examine the option of developing the Blackwater side of the Canal that lies within Northern Ireland.

The River Blackwater Part of the Ulster Canal

In Jun 2007 Fitzpatrick Associates in conjunction with Price Water House Coopers carried out a full economic appraisal into the restoration of the Ulster Canal, titled “Restoration of the Ulster Canal Updated Economic Appraisal – Final Report June 2007” After option 2 and option 3 was considered the list of options was shortlisted to the following:

1 Status Quo. Status Quo

4a Restoring the full length of the Canal in a single stage.

4b Restoring the full length of the Canal in two stages:

Stage 1: Restoring the waterway in the northeast between Lough Neagh and Maydown and restoring the waterway in the southwest between Lough Erne and Clones; *and*

Stage 2: Restoring the remaining middle section between Maydown and Clones, with Stage 2 immediately following Stage 1.

4c Restoring the full length of the Canal in two stages with a ten-year gap between the two stages:

Stage 1: Restoring the waterway in the northeast between Lough Neagh and Maydown and restoring the waterway in the southwest between Lough Erne and Clones; *and*

Stage 2: Restoring the remaining middle section between Maydown and Clones, with a ten year gap between the two stages.

5a Restoring both ends of the Canal i.e., Lough Erne to Clones and Lough Neagh to Maydown, without restoring the middle section between Maydown and Clones.

5b Restoring the southwestern end of the Canal i.e. Lough Erne to Clones.

5c Restoring the northeastern end of the Canal i.e., Lough Neagh to Maydown. (Northeast End)

River Blackwater Feasibility Study with Recommendations

When the maximum displacement factor was taken into consideration, the smallest net present cost option was identified as the Blackwater stretch of the Canal, known below as the Northeast Section and not the Lough Erne to Clones section. known as the Southwest section. This was the case irrespective of whether a UK or ROI discount rate was used

Table 9.1a: NPC for each option
(Displacement applied 85%, UK Discount Rate)

Option	Description	Capital Costs NPC £'000s	Revenue Costs NPC £'000	Benefits NPV £'000s	Residual Value NPV £'000s	Total NPC £'000s
1	Do Nothing	0	0	0	0	0
4a	Restore Full Canal	158,626	13,982	10,571	1,197	160,839
4b	Restore Full Canal in 2 Stages	133,561	12,239	8,835	1,232	132,732
4c	Restore Full Canal with 10 year Gap	109,048	10,535	7,137	8,026	104,419
5a	Restore both Ends	41,502	7,175	3,788	368	44,520
5b	Restore South West Section	27,410	4,436	1,454	210	28,183
5c	Restore North East Section	14,347	5,805	2,334	201	17,617

Table 9.1b: NPC for each option
(Displacement applied 85%, ROI Discount Rate)

Option	Description	Capital Costs NPC £'000s	Revenue Costs NPC £'000	Benefits NPV £'000s	Residual Value NPV £'000s	Total NPC £'000s
1	Do Nothing	0	0	0	0	0
4a	Restore Full Canal	156,220	12,288	9,236	806	158,466
4b	Restore Full Canal in 2 Stages	128,531	10,627	7,580	2,849	129,728
4c	Restore Full Canal with 10 year Gap	102,465	9,062	6,021	5,403	100,103
5a	Restore both Ends	40,889	6,341	3,310	248	43,672
5b	Restore South West Section	27,004	3,949	1,270	141	28,541
5c	Restore North East Section	14,141	5,145	2,040	135	17,111

This Blackwater option seems to have been identified by this appraisal as the most affordable option and yet it was not chosen as an option on its own or as a first stage in other options. Of course, as is the case with most green book economic appraisals, the study did not give an option recommendation. However, for the purposes of this report there is no record of how or why the decision to proceed with Lough Erne to Clones over the Lough Neagh to Maydown was made but by 2010 Waterways Ireland had begun consultation with Stakeholders on this option. It most likely taken later by ROI and NI senior civil servants and Ministers with a recommendation to the North South Ministerial council at a sometime after 2007.

New Decade New Approach

It is important to note that whilst the “New Decade New Approach” Jan 2020 document made reference to the Ulster Canal in the section titled “Connectivity and Infrastructure” on page 59, it was very specific in its wording. It did not relate to the Ulster Canal as a whole including the Blackwater River and Lough Neagh end, but only on the Lough Erne to Clones section.

River Blackwater Feasibility Study with Recommendations

“We believe this is an immediate opportunity to move forward quickly together to deliver on plans to complete key infrastructure projects including the A5 and the Ulster Canal connection from Clones to Upper Lough Erne. The Government will deliver on its funding”

In minutes of evidence to the Northern Ireland Assembly DFI Committee in Apr 2021 the Chief Executive of Waterways Ireland, John Mc Donagh, made the following statement in his response to a question for Roy Beggs MLA about a wider Ulster Canal Remit to Lough Neagh.

“I need to be really clear that our remit allows us to take the Ulster canal restoration water project as far as Clones. I want to be clear with everyone that Clones is where the remit starts and stops. Effectively, we are looking at the stretch between Lough Erne and Clones. At the moment, we are doing sections on a phased basis.”

In response to a question to Minister Mallon in the Jun 2021 at the “Ministerial Statement for the North South Ministerial Council Meeting” she indicated that

“There are the remaining plans to restore the Ulster canal from Clones to Lough Neagh. The restoration of that stretch remains a goal, and all parties have signed up to it and reiterated their commitment to it in the Stormont House Agreement, Fresh Start and New Decade, New Approach. It is a commitment that I am certainly keen to see honoured so that we can get full completion and restoration of the canal, so that we have that connectivity, and it can deliver all the benefits that we know it will.”

There is therefore a need to push this agenda forward and lobby for the Blackwater River end of the Ulster Canal to be put on the North South Ministerial Council agenda and for the Blackwater to be turned into a practical project on the ground.

It would therefore be recommended that the two main Councils form a working group and take the lead in lobbying the DFI Minister and the North - South Ministerial Council. It is also important for them to project manage the dredging of the mouth of the river as a stage one and then lobby for and find appropriate funding to implement the development recommendations highlighted in this report.

Economic Costs and Benefits

The benefits of developing the River Blackwater derive from the fact that it will attract additional recreational boating and shoreline activity and that these then have a wider spin-off for facilities such as restaurants, marinas, cafes, bars tourist accommodation. Examples of Recreational Activity would include:

- Cruising and boating activity both by tourists and by residents.
- Recreational angling
- Walking along the pathways and walks connected to the river
- Visits to heritage assets, e.g., industrial architecture, cultural heritage sites

Capital Estimated Costing

The table below provides an estimated capital cost associated with improving and adding new inland water way recreational infrastructure along the River Blackwater.

Item	Cost	
	ABC Area	MUDC Area
ConeyIsland Jetty/s replacement	£520000	
Maghery Coney Island Markers installation	£3000	
Maghery Road and Car Park Upgrade	£55000	
Maghery Toilet	£2500	
Maghery Canal Cut Dredging	£250000	
Maghery Jetty Upgrade	£25000	
Ferry Bridge Upgrade	£2500	£2500
Ferry Bridge Carpark upgrade	£10000	£1000
Coalisland Point new jetty and berthing Facility		£490000
Coalisland Canal Path Improvement		£25000
ABC Campsite Upgrade	£4500	
Bond Bridge Jetty Car Park and Slipway repair	£25000	
Replace Argory Jetty	£490000	
Historical tidy up of First Ulster Canal Lock	£10000	
New additional Moy Jetty		£490000
Upgrade existing Moy Carpark Jetty and slipway		£65000
Upgrade Blackwatertown Jetty and slipway		£45000
Canoe Access upgrades	£32500	£32500
New Information Signage	£2250	£2250
Maintenance Boat	£3250	£3250
Evaluation Report	£4500	£4500

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	£1397500	£1161000
Design and Supervision	£209625	£174150
Overall Estimated total exl vat	£1,607,125	£1,335150

Cost is based on estimated costs of similar project costs and should be noted that dredging cost may be more if dredge material is regarded as waste. There is need for a full technical survey of items and costs

Annual Revenue Costs

The following provides a basis revenue cost to manage promote and maintain the river after work has been carried out. This need sto be split between the two Councils

Item	Cost					
	Year 1	Year 2	Year 3	Year 4	Year 5	
Blackwater Co ordinator	£42000	£42000	£43000	£43000	£44000	
Marketing	£15000	£15000	£15000	£15000	£15000	
Maintenance of Mouth	£8000	£8000	£8000	£9000	£9000	
Maintenance of boat and river	£5000	£5000	£5000	£5000	£6000	
Annual Total	£70000	£70000	£71000	£72000	£74000	
Total over 5 years						£357000

Annual Economic Return

Previous studies have highlighted the potential for the restoration of the Canal to stimulate additional expenditure in the economy from the visitors to the restored Canal. The 2006 Socio- Economic Study of the Ulster Canal, (*Socio-economic Study of the Ulster Canal, Final Report, 2006. PricewaterhouseCoopers with TDI*); and *Socio-economic Summary Report for the NE and SW Section of the Ulster Canal, Final Report, February 2006.*) identified that the restored Canal would generate activity from the following sources:

- Moored Boats.
- Visiting Boats.
- Trip/Day Boats.
- Canoeing.
- Angling.
- Informal Walking.

The study estimated that the net benefit of visitor expenditure from restoring the Lough Erne to Clones section lay between £250k and £500k per annum.

However, this was based on considerable displacement of boats form the Lough Erne and Shannon system of 73%. There is in the region 500 boats berthed on Lough Neagh with approximately of 350 small and non-sailing boats that could

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navigate river and probably some 4,000 launches likely during peak activity in the summer. So, there is a significant opportunity for smaller boats to take the opportunity to navigate up the river and economic benefit would be gained from these boat visits to the main sites. The additional spend from these extra boating and walking visitors would be in the following areas

- Increased spend in Local restaurants and retail shops in local towns and villages such as Maghery, Moy and Blackwatertown
- Increase stay in local accommodation through better berthing
- Increase business to new tourism experiences such as Woodlab Distillery Gin Making experience
- Increased food and drink spend to sites such as the Argory and new possible mobile café facilities at Maghery, Verners Bridge and Blackwatertown Coalisland Canal
- Potential increase in overnight camping and Pod accommodation at fees being paid at the Argory and Riverside Pods
- Potential increase in boat sales at Sands Marine Boat Yard Ancillary boating equipment and fuel that would be needed to navigate rivers
- Increased income and profitability for boats such as the Blackwater Community Barge
- Increase spends in fishing permits and tackle sales

For the purposes of this study and taking into consideration inflation we would estimate the conservative visitor expenditure to be in the region of £280,000 per annum.

Projected Annual Visitor Spend

Item	High Estimate
Moored Boats	0
Visiting Boats	£75,000
Hire boats	£15,000
Trip/Day boats	£35,000
Canoeing	£65,000
Angling	£30,000
Cycling	£10,000
Informal Walking	£50,000
TOTAL	£280,000

NB This is not a Gross Value-Added Figure

Other Multiplier Economic Benefits

It is important to note that there may be other important multiplier effects of the capital investment and visitor expenditure in the area, such as

- New potential development sites particularly at Maghery
- Additional jobs created in the construction of the project
- Additional new tourism experiences created

Post Project Monitoring and Evaluation

Finally, in attempting to monitor the economic impact of any additional recreational activity and capital investment the following evaluation indicators could be used. An annual report should be provided detailing the improvement to tourism activity, and wider economic development. A boat monitoring system should also be put in place to monitoring boating activity.

Recreational Activity

- New berths created
- Increase day boat and trip boat traffic levels
- New levels of other water-based activity
- Increase in number of anglers
- Increase in wild camping
- Awareness and usage of the amenity among the local community
- Growth in visitor accommodation and pods/camping

Wider economic Impact

- The number of new related private sector projects (restaurants, accommodation, visitor facilities).
- The number of new employment opportunities created by new private sector tourism businesses
- Enhancement of heritage sites along and adjacent to the river
- Number of new commercial housing developments at nodes

Cross Border and Cross

- Extent to cross border partnerships formed

Conclusion

The River Blackwater is one of the most underutilised inland waterway tourism opportunities in Northern Ireland. As indicated in this report, it is navigable for 19.5 miles from its mouth and is the original navigable part of the Ulster Canal. Entrance to the river is via the Canal Cut at Maghery but the last time it was dredged was in 2006/7. It has without doubt been neglected and forgotten about and its entrance is now totally sited up and cannot be accessed by boat.

Through commissioning this report, MUDC has recognised the past neglect, present needs and future untapped potential of the river and has now been working closely with DFI, other departments and council partners to address these problems and hopefully open up the river to new safe boating and expanding economic opportunities.

This report will hopefully act as a working tool to help shape the future development of the river and bring together new working partnerships, help protect its rich built and natural heritage, create new jobs, and stimulate economic prosperity for those who live, work, and visit its beautiful winding shores.

Recommendations and Funding

The following recommendations should be led by MUDC but responsibility for funding and implementation should be shared between MUDC and ABC Council via joint technical and joint tourism working groups. The two main working groups detailed below should include senior director level staff and the report should be approved by each Council committee and at full Council meeting level to provide political support for the study recommendations.

Strategic Priority

1) Set up Joint Technical River Blackwater working group to:

- Prepare DFI Business Plan requirement for dredging and marker system
- Meet at early stage with NIEA Waste Section and argue strongly for need for section 25 exemption
- Apply for all other appropriate permissions and licences such as Natura 2000 and ASSI permission and a waste licence for dredged material
- Implement and project manage dredging the mouth of the River Blackwater
- Regularly dredging and remove debris in river keep it open for boat traffic from Lough Neagh with involvement of DFI
- Prepare full costing, engineering report and tender specification on identified infrastructure and project manage work
- Update existing Ferguson Mc Elveen costed engineering report on the restoration of the Coalisland Canal
- Invite Waterways Ireland to give advice and help and become a partner in development of any Shared Island and Peace Plus Programme funding application
- Develop and agree a basic voluntary navigation code particularly in relation to staying overnight at jetties.

2) Set up joint MUDC/ABC River Blackwater Tourism group to:

- Lobby North South Ministerial Council for Ulster Canal inclusion along Blackwater.
- Arrange Blackwater Tourism Development Seminar
- Develop and apply for funding programme for development of infrastructure as indicated later in report.
- Employ coordinator to promote and develop tourism programme on river and liaise with private sector to develop a new small marketing programme.
- Create River Blackwater private public and community tourism connectivity and new marketing group through new private public tourism cluster.

3) ABC to include Lough Neagh and navigable rivers (Blackwater and Upper Bann) as a new Tier I Strategic Tourism priority. MUDC to realign Tourism strategy to River Blackwater.

Specific Recommendations

- 1) Provide a navigational marker system for access to the Canal Cut entrance to the River Blackwater and to Coney Island based on the recommendations of the DFI report “Review of Aids to Navigation of Lough Neagh”.
- 2) Provide Upgraded jetty and berthing facilities at:
 - Coney Island (Replace) ABC
 - Maghery (Restore) ABC
 - The Point and Coalisland Canal (New) MUDC
 - The Argory (Replace) ABC
 - The Moy Village (Restore and New) MUDC
 - Blackwatertown (Restore) MUDC
- 3) Provide Upgraded parking and slipway facilities at
 - Maghery Country Park ABC
 - Argory House Shore ABC
 - The Moy MUDC
 - Blackwatertown ABC
- 4) Upgrade all Blackwater Canoe access points and provide upgraded information signage where needed ABC/MUDC
- 5) Provide outdoor Toilet facilities at Maghery and ABC campsite. ABC
- 6) Carry out study into developing a biodiversity and wild food corridor along the Coalisland Canal and provide funding to implement main recommendations. MUDC
- 7) Lobby DFI to implement recommendations of “Review of Navigational Aids Lough Neagh” on the whole of Lough Neagh starting at the Blackwater River ABC/MUDC
- 8) Arrange Major annual Canoe event along the Blackwater–Neagh–Bann the longest natural stream flow in Northern Ireland. ABC/MUDC
- 9) Potential for a new taste food festival in the Moy. MUDC
- 10) Examine potential via study on access to location “Battle of Yellow Ford”

Potential Funding

The following provides suggestions potential funding opportunities. Priority should be given to the DFI Capital Blue Green Programme, the Shared Island Fund and the new SEUPB Peace Plus Programme.

Funding Opportunities

- **Shared Island Fund**
- DFI Blue Green Programme
- Leveling Up and UK Community Renewal Programme
- Rural Development Programme 2021 – 2027 Pillar 2 Sustainable Tourism

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- Tourism NI 2022 – 23 Capital Investment Programme
- Invest NI ecommerce programme
- Rural Development Programme Skills Development
- Peace Plus theme 2 Programme Area Skills Development Programme:
- TNI Cluster Development Funding
- Rural Development Tourism Pillar and Social Business Development
- Peace Plus Theme 4: Healthy and Inclusive Communities the Rural Regeneration and Social Inclusion Programme.
- Peace Plus Theme 6: Building and Embedding Partnership and Collaboration the Strategic Planning and Engagement Collaboration and dialogue
- **Dormant accounts fund (Fund an individual to develop new sustainable financial mechanisms for private and NGO Tourism businesses)**
- **EU Horizon research programme**
- **National Lottery Fund**
- **Esmee Fairburn Trust**

APPENDIX ONE

Research Bibliography

- 1997–1998 feasibility study (including engineering, economic, environmental and heritage aspects): cost of restoration £68.4 million, benefits over £7.5 million a year
- 2000–2001 updating of previous study and its costings and Waterways Ireland assessment: capital cost £89 million, net present cost at £39 million (both at 2000 prices), construction to take seven years. “The project will not stand up to a scrutiny that is concerned purely with pounds and pence or with viability”, a negative economic benefit
- 2006 Waterways Ireland Socio Economic Summary Report for the NE and SW Sections of the Ulster Canal Final Report February 2006: this report assessed the benefits of reopening the two ends of the canal. It estimated that there would be increased economic activity in the two sections of the canal corridor of up to £2 to £4 million per annum, construction jobs of 600 to 740 person years over three years and wider employment creation of up to 100 jobs resulting from increased economic activity. The report did not assess the costs
- 2006 Blackwater Regional Partnership Socio Economic Study of the Ulster Canal Final Report and Socio-Economic Study of the Ulster Canal Appendices: BRP commissioned this study to “examine and quantify these wider social and economic benefits [identified in earlier reports] of restoring the Canal.” However, the study was not intended to compare costs and benefits. It says that “the latest outline cost estimates from the engineers suggest a figure of £125 million at January 2006 prices, including £110m capital costs and £15m non-capital costs” It estimated visitor expenditure along the entire Ulster Canal corridor at £3.1–4.0 million (including multiplier effects), with increased economic activity adding £5–10 million to the local economy, with additional receipts (income tax, VAT, and rates) for the public sector
- 2007 Fitzpatrick Associates Restoring the Ulster Canal: Outline Business Case and Updated Economic Appraisal – Final Report: this is the serious one, and most of my comments in later sections will be addressed to these documents. The take-home message is this: “In terms of formal quantified economic appraisal, all restoration options involve significant net costs over benefits.”
- 2010 Waterways Ireland Ulster Canal Restoration Plan: there will be some questions about this document in later sections

APPENDIX TWO

Technical Notes

Specific environmental assessment notes for River Blackwater Technical
Dredging specification (By Dr William Burke LNP)

To progress this programme the project developer will have to complete the following survey actions (Please note, all these actions should be developed and implemented in consultation with NIEA and relevant stakeholders):

- a. Bathymetric survey of the project area to determine substrate depth and to quantify the volume of material to be removed (dredged)
- b. Based upon the above survey, prepare a sediment sampling programme and collect surface and at depth samples. These are required to quantify potential contaminant levels and to inform how the dredged material will be disposed.
- c. An extended Phase 1 habitat survey which is a core element of an ecological appraisal to highlight any potential ecological constraints to the proposal, as well as identifying opportunities for ecological enhancement. This is especially important in respect of the designation features of the River and Lough.
- d. These three surveys in combination will provide sufficient data to inform:
 - a. Habitat Regulation/ Appropriate Assessment Report
 - b. Waste management and disposal methodology
 - c. Implementation Environmental Management Plan
 - d. Habitat/Species impact mitigation measures
 - e. Cost

Note on sediment quality standards

The input of heavy and trace metals may cause contamination in aquatic sediments. Assessing the environmental importance of metal concentrations can be done by comparing collected sediment quality data to known background concentrations and sediment quality standards, however, there are currently no freshwater sediment quality standards for NI or UK.

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Information and standards exist for marine systems and dredged material disposal. A set of quality standards, comparable to the marine ones, are those provided by the Canadian Council of Ministers of the Environment (CCME). These are commonly used, globally, on freshwater projects due to the absence of other aquatic sediment quality thresholds. The CCME provide freshwater sediment quality guidelines for the following metals; arsenic (As), cadmium (Cd), chromium (Cr), copper (Cu), mercury (Hg), lead (Pb) and zinc (Zn). These metals are given sediment quality guidelines due to their known ability at high enough concentrations to cause toxic effects to aquatic species. The CCME defines two assessment values:

1. Interim Sediment Quality Guidelines (ISQG) / Threshold effect level (TEL):

This represents the concentration below which adverse biological effects are rarely expected to occur.

2. Probable effect level (PEL): The level above which adverse effects are expected to occur frequently.

Where there are no suitable freshwater sediment quality standards, marine standards will be utilised such as the Action Levels provided by CEFAS. Definitions for CEFAS action levels are provided below:

1. AL-1: contaminant concentrations where concerns over the quantity and nature of the material and characteristics of the receiving area need to be taken into account; and

2. AL-2: contaminant concentrations which will generally preclude disposal at sea.

For this proposal, it is recommended that samples are compared against the Action Level 1 and Action Level 2 guidance values for sediment quality in the Northern Ireland Guidance: Dredging, Disposal and Aggregate Dredging, under Part 4 of the Marine and Coastal Access Act 2009 (NIEA, 2012) (see <https://www.daera-ni.gov.uk/publications/northern-ireland-guidance-dredging-disposal-and-aggregate-dredging-under-par-4-marine-and-coastal>)

Note on sediment sampling methodology.

□ A combination of 'sediment surface' and 'at depth' sampling will take place.

The 'at depth' samples will be determined from the results of a bathymetric

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survey but as an indication at this stage, they should be taken at depths of 1m and 3m below the substrate surface for all 'at depth' sample locations.

□ A sampling pattern will comprise 15 locations along the length of the canal and / or river mouth. The locations selected for analysis will determine the presence of contaminants in the deposits. The selection criteria should be designed to maintain a representative coverage across the study area whilst also allowing for the distribution of contaminants within the deposit down to the likely dredging depth (dependent on the findings of the bathymetry survey as referenced above).

□ Sediment samples will be analysed for substances that are considered of most concern for the freshwater environment, those which have combined properties of persistence, toxicity, and liability to bioaccumulate. Samples should therefore be analysed for a range of determinants (organic matter content, metals, nutrients, polychlorinated biphenyls - PCBs, pesticides, polycyclic aromatic hydrocarbons - PAHs).

APPENDIX THREE: QUESTIONNAIRE

BLACKWATER RIVER QUESTIONNAIRE

Name.....

ID Number.....

Score in order of priority 123

1) What are the main strategic **barriers** to tourism development on the Blackwater River and sites along its banks.

Item	Score
Low Government Departmental interest	
Planning and Environmental Restrictions	
Entrance to river blocked	

2) What are the main **opportunities** that exist for future tourism development along the River Blackwater Score with 5 as highest priority and 1 as lowest priority.

Item	Score
The Ulster Canal	
Towns along its banks	
Rich heritage	

3) Which of the following **bodies do you believe are most important** for the development of the River Blackwater as a tourism product.

Item	Score
Department for Infrastructure	
Tourism NI	
Local Councils	

4) What important tourism **inland waterway infrastructure** is needed to develop the Blackwater River.

Item	Score
Access height under Motorway Bridge	
New boat berthing facilities at main towns and sites	
Dredging of mouth	

5) What other issues do you think are **important to develop the Blackwater River as a tourism product**. Score with 5 as highest priority and 1 as lowest priority.

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Item	Score
Protection of built and natural heritage	
Promotion of river as a destination	
Have a great experience at one site	

6). What **tourism skills** are needed to help develop tourism products on the River Blackwater. Score with 5 as highest priority and 1 as lowest priority.

Item	Score
Marketing and promotion skills	
Clustering and co-operation skills	
Guiding and heritage skills	

7) Please provide one positive word to describe the River Blackwater and its tourism potential

.....

8) Are there any other issues you believe are important for the development of the River Blackwater and have not been touch upon.

.....

APPENDIX FOUR: LIST OF STAKEHOLDER CONSULTEES

Blackwater River Inland Waterways Association

Blackwater Community Barge Project

ABC Council

MUDC

National Trust, The Argory

South Lough Neagh Regeneration Association

Chapter V Restaurant

The Auction Rooms

Moy Larder

Brew Coffee

The Ryandale

Tomney's Bar

Moy Antiques

APPENDIX FIVE: IRISH WATERWAYS



APPENDIX SIX

MCA Safety Letter



River Blackwater Feasibility Study with Recommendations

The Committee are also concerned about the wider safety of the Lough and the commercial and recreational boats that operate there. It is important to note that Lough Neagh is the only freshwater Lough/Lake in the UK and Ireland that has substantial commercial boating activity with 95 fishing boats and 18 sand barges operating, plus a further 390+ recreational boats. At some 55m+ the larger sand dredgers would not be out of place in our seagoing ports. At present there is no statutory regime or byelaws concerned with the safe operation of many of these boats except a duty of care for the larger commercial operators and boat Masters licenses for those commanding them

Unlike the rest of the UK, and in fact Ireland, there is no "Navigation authority" on the lough who would look after the wider safety and Navigational aspects of water usage I have always felt this was rather unusual but probably reflects the historical usage and ownership of our inland waters throughout Northern Ireland. I note however that waterways Ireland carry out these functions in Lough Erne and part of the Bann.

Through the various Interest groups, I understand that your department's remit is limited in terms of its statutory responsibility and that you maintain the 48 hazard markers using powers provided in Part 111 of the Water Order 1999 Article 41. The maintenance of these markers is to be also hugely welcomed but I would ask if you could consider the implementation of the recommendations of the "Review of Aids to Navigation on Lough Neagh Study", previously instructed by DCAL and carried out by Waterways Ireland in 2017. I am told this could be carried out within the remit of Part III of the Water Order 1999 Article 41 and would address a much wider safety need in what is our biggest inland waterways resource. I am also informed that Capital funding could also be considered for this within the DFI Blue Green Programme.

I look forward to your reply and with others from the subcommittee would be more than willing to meet up with your department staff to discuss the safety issues in more detail.

If you would like to contact the Belfast Marine Office to discuss any aspect, please use +44 (0) 20 38172012. or my mobile 07715378009

Yours sincerely,

H A Skeats
BEng(Hons)CEng CMarEng MIMarEst
Technical Manager (Engineer)
UK Maritime Services
Belfast MO



Department for
Communities
www.communities-ni.gov.uk

An Roinn
Pobal

Depairtment fur
Commonities

By email: chief.executive@midulstercouncil.org

Mr Adrian McCreesh
Chief Executive
Mid Ulster District Council

Historic Environment Division
Ground Floor
NINE Lanyon Place
Townparks
Belfast
BT1 3LP

Email: bronagh.ramsden@communities-ni.gov.uk

Date: 28 March 2022

Dear Mr McCreesh

UK TENTATIVE LIST PROCESS

I am writing to make you aware that the UK Government has launched an exercise to review and renew the UK Tentative List of World Heritage Sites. Each country is required by UNESCO to maintain a 'Tentative List' of potential world heritage sites and to review this list every ten years. As part of the process, an expert panel will review applications to the UK list. Councils and site management organisations are free to nominate a cultural or natural site that they feel might meet the 'Outstanding Universal Value' test for addition to the World List. You can find out more at: <https://www.gov.uk/government/consultations/unesco-world-heritage-sites-uk-tentative-list-review>. The application process includes mandatory attendance at an online seminar where the process will be explained, including the significant costs involved and the constraints that apply if a site were to be inscribed.

In accordance with recent practice, the UK will continue to nominate only one new site to UNESCO every other year. A rigorous tentative list process is therefore needed to avoid nugatory and expensive work by sites keen to progress. Please take this into account when considering an application.

You may also be aware that Gracehill Village was added to the UK Tentative List a few months ago. The United States have indicated that they will take forward a transnational proposal on Moravian sites which will include: Bethlehem in Pennsylvania; Herrnhut in Germany; and Gracehill. The 2011 review of the list said that the UK would add the village to its list if another country was prepared to lead a transnational proposal. This does not take up a UK slot with UNESCO and its inclusion on the Tentative List is unaffected by this review process.

Yours sincerely

BRONAGH RAMSDEN
Acting Director
Historic Environment Division

Irish Central Border Area Network Ltd
Units 4-6 Enniskillen Business Centre
21 Lackaghboy Road
Enniskillen
Co Fermanagh
BT74 4RL

Tel: (0)28 6634 0710

Email: info@icban.com

Website: www.icban.com



Mr. Adrian McCreesh
 Chief Executive
 Mid Ulster District Council
 Burn Road
 Cookstown
 County Tyrone
 BT80 8DT

28th October 2021

Dear Adrian,

ICBAN Member Councils' Annual Contribution (2022-23)

Each October, ICBAN contacts member Councils regarding the Annual Contribution to the cross-border partnership. Member Council contributions are a very important contributor towards our core administration resources and for which we are always most appreciative. The amount to be levied has been agreed by the Management Board to be £15,000 for the 2022 financial year for County Councils, and 2022/2023 financial year for NI Councils. This is the same level as last year.

ICBAN's delivery focus continues to be on areas which will benefit our member Councils. The ['Framework of Regional Priorities for the Central Border Region'](#) strategy document was launched in March this year. ICBAN continues to promote the regional priorities identified to key stakeholders, through advocacy for key cross-border investments and in the development of projects and initiatives.

The attached Update provides more information on our current work programme and project delivery. This includes the recent publication of ['The Border after Brexit'](#) report which was delivered in partnership with Queen's University Belfast. The research that underpins the report aims to give a voice to those communities living and working in our Region on their experiences of Brexit. This report has been disseminated to key stakeholders, including the UK and Irish Governments, NI Executive, and the European Commission.

On behalf of the ICBAN Management Board, I would like to express our sincere thanks and appreciation to all Councils for their ongoing support and assistance. Should you have any queries or would like more information please do not hesitate to contact me.

Yours sincerely,

Shane Campbell

Appendix 3B

ICBAN Progress against Action Plan (01 April 2021 - 31 March 2022) PROGRESS REPORT FOR PERIOD 1 APRIL 2021 - 31 MARCH 2022

ICBAN TARGETS/OUTPUTS 2021/22	ACTIVITIES	PROGRESS
Platform for Cross Border Cooperation in the ICBAN Region.	<p>Facilitate and service Board Meetings, CEO/CM Meetings, other Sector Specific / Thematic Meetings</p> <p>Facilitate and service meetings with key stakeholders and assist in establishing better cross border working relationships and arrangements.</p>	<p>ICBAN Management Board Meetings were held on: 21st April 2021, 19th May 2021, 16th June 2021, 15th September 2021, 20th October 2021, 17th November 2021, 15th December 2021, 19th January 2022, 16th February 2022, 16th March 2022.</p> <p>ICBAN Annual General Meeting was held on: 17th November 2021</p> <p>Officer Group Meetings were held on: 13th April 2021, 11th May 2021, 09th June 2021, 06th September 2021, 12th October 2021, 09th November 2021, 08th December 2021, 12th January 2022, 08th February 2022, 08th March 2022.</p> <p>Meetings/Events from 01 April 2021 - 31st March 2022:</p> <ul style="list-style-type: none"> ▪ Launch of East Border Region strategy, 23rd June 2021 ▪ Attendance at launch of PEACE Platform: 15th September 2021 ▪ Attendance at NPA Programme Project Closure Workshop: 16th September 2021 ▪ AEBC's General Assembly and Annual Conference on 'Making the EU Green Deal work in Cross-Border Regions', 20th-22nd October 2021. ▪ NPA Annual Conference held in Sligo on 27th October 2021. ▪ Attendance at the Zero Carbon Communities breakfast meeting on 22nd February, at the Manor House Country Hotel, County Fermanagh
Contribute to the effective and efficient running of ICBAN.	<p>Ongoing operation of Internal Control System. Annual Financial Statement / Accounts.</p> <p>Supporting the employment of an Administrator.</p>	<p>Internal Control System: The Accounts and Audit Statement for 2020/21 were approved at the AGM on 17th November 2021.</p> <p>Executive Assistant employed</p> <ul style="list-style-type: none"> • Supporting the development and implementation of ICBAN's corporate aims and objectives, through the provision of administration and secretarial services. • Providing competent, reliable and efficient secretarial, administrative and support services for ICBAN. • Corporate Administration: arranging appointments and service meetings for the ICBAN Management Board and Sub-Committees, Working Groups and others as required.

		<ul style="list-style-type: none"> Financial & Company Administration: including banking, payroll, Assets Register, procurement etc. Project Administration: maintaining a management information system for all project related documentation.
Support the employment of the ICBAN CEO to lead the organisation moving forward.	<ul style="list-style-type: none"> Leadership, management & development of ICBAN. Develop strategic focus of ICBAN in partnership with Member Councils. Maintain and grow ICBAN's position in cross border development and promote cross border cooperation. Communicating the benefits, successes and awareness of ICBAN within the region and beyond. Establish, develop & maintain robust structures and systems to ensure effective and efficient delivery of agreed outcomes. Report to the ICBAN Management Board. 	<p>CEO Principal Accountabilities:</p> <ul style="list-style-type: none"> Acting as a figure head for ICBAN. Developing and managing new relationships with Councils (elected representatives & officials). Working with Partner Council Chief Executives and County Managers. Maintaining ICBAN's position in cross border development through effective influencing at community, local and central government level. Providing leadership, managing and developing the ICBAN operational team. Contributing to the development and implementation of strategic, operational and project plans, in partnership with ICBAN member Councils and other stakeholders as appropriate. Overseeing systems and procedures to ensure effective and efficient delivery of agreed outcomes. Facilitating collaboration between stakeholders in the field of strategic regional development in the cross-border area. Reporting to the Management Board. Managing public relations and maximising exposure to and awareness of ICBAN's work throughout the central border region. <p>Promoting cross border cooperation through - activities included:</p> <ul style="list-style-type: none"> Meeting with counterparts in the East Border Region Partnership and Centre for Cross Border Studies, regarding the Peace Plus consultation, and engaging with Shared Island Unit: 20th April 2021 Attendance at the Presentation of the results of the 1st Quarterly Survey on the Conditions for North-South and East-West Cooperation: 22nd April 2021 Meeting with Colm Markey MEP: 27th April 2021 Meeting with Waterways Ireland: 06th May 2021 Meeting with Shared Island Unit: 14th May 2021 Meeting with the Waterways Community: 26th May 2021 Meeting with InterTrade Ireland: 11th June 2021. Presentation to the Oireachtas Joint Committee for the Implementation of the Good Friday Agreement: 22nd June 2021 Meeting with the President, Vice President and Chair of the Board of Governors of Institute of Technology, Sligo: 29th June 2021. Attendance at CCBS workshop on "Border-proofing": Do we need to measure cross-border impacts of policy?: 14th September 2021 Meeting with ICRLD on rural regeneration projects development: 17th September 2021 Presentation to Fermanagh & Omagh District Council on Brexit: 20th September 2021 Attendance at ICRLD webinar on 'Changing Spatial Relationships between Home and Workplace': 22nd September 2021

		<ul style="list-style-type: none"> ▪ Meeting with South West College (06th October 2021) and Southern Regional College (18th October 2021) to discuss Border Hubs concept and cross-border opportunities. ▪ Meeting with the Sinn Féin representatives to discuss the implementation of the FRP: 15th October 2021 ▪ Meeting with Senator Emer Currie: 19th October 2021 ▪ Meeting with UK Government Minister of State Conor Burns MP in Enniskillen. The Minister was asked to re-consider the UK's participation in the future INTERREG programme as part of UK-EU negotiations, and to examine how a joint territorial fund could be created drawing upon the opportunities in both the Irish Government's Shared Island Fund and the UK's Shared Prosperity and Levelling-up Funds. The Minister has asked the CEO to outline this further in follow-up correspondence: this was then sent on 12th November 2021. ▪ Meeting with Shared Island Unit: 18th November 2021 ▪ Meeting with the Project Manager of the BRIDE (Biodiversity Regeneration in a Dairying Environment) Project to discuss project implementation: 23rd November 2021 ▪ Meeting with the SEUPB to discuss the PEACE Plus Programme priorities: 23rd November 2021 ▪ Meeting with the Sinn Féin Policy Unit, 29th November 2021 ▪ Meeting with regional Fianna Fáil Senators, TDs and local representatives to discuss and promote the FRP: 30th November 2021 ▪ Meeting with Involve re All-Island Democratic Innovation Network: 01st December 2021 ▪ Meeting with regional colleges to discuss the Border Growth Hubs proposal and Human Capital Pillar of the FRP: 01st December 2021 ▪ Meeting with rivers/water quality stakeholders to discuss developmental opportunities: 02nd December 2021 ▪ CEO invited to participate as a panel member for the launch event of NESC report 'Climate and Biodiversity Ambition: Shared Island as a Catalyst': 08th December 2021. ▪ Presentation to Armagh City, Banbridge & Craigavon Borough Council's Governance, Resources & Strategy Committee: 08th December 2021 ▪ Meeting with QUB Intern to discuss Ulster Canal Brief: 17th December 2021 ▪ Fortnightly meetings with TASC on roll-out of Border Transition Project: 16th December + ▪ Meeting with researcher on All-Island Tourism for NI Assembly and the Oireachtas, 5th January. ▪ Meeting with the Shared Island Unit: 11th January 2022 ▪ Attendance at the Shared Island Dialogue on Tourism event: 20th January 2022 ▪ Meetings with the Sliabh Beagh Partnership: 24th + 26th January 2022 ▪ Meeting with Council Officers (including Mid Ulster District) on '<i>Progressing the Wider Vision of the Ulster Canal from the Erne System to Lough Neagh</i>': 01st February 2022 ▪ Meeting East Border Region CEO: 03rd February 2022
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		<ul style="list-style-type: none">▪ Meeting with Education and Training Boards (ETBs), ahead of meeting with Southern Regional College, South West College and IT Sligo on 25th March.▪ Meeting with Waterways Ireland and Mid South West Growth Deal representatives: 11th February 2022▪ Consultation with Dr Paul Cowie, Urban Foresight regarding the PEACE Plus and Smart Towns & Villages: 04th March 2022▪ Meeting with Lorraine McCourt regarding EU funding to the area (MSW research): 10th March▪ Attendance at Department of Rural and Community Development seminar on Government Supports for Thriving Rural Areas and Vibrant Communities: 10th March 2022▪ Podcast recording for The Wheel and NICVA on North-South Climate Actions: 11th March 2022▪ Meeting with NSMC Officers/Centre for Cross-Border Studies on cross-border mobility (Armagh): 15th March 2022▪ Meeting with Minister Nichola Mallon regarding Ulster Canal, A5/N2 funding and Greenways Master-planning: 21st March 2022▪ Meeting with Mr. Brian Cassells regarding the Ulster Canal: 23rd March 2022▪ Meeting with IT Sligo / Atlantic Technological University re FRP Strategy development and ahead of 25.03 meeting: 24th March▪ Meeting with regional colleges and Education & Training Boards re Human Capital Pillar of the FRP: 25th March 2022▪ Attendance at discussion group facilitated by CCBS on post-Brexit North-South Cooperation: 30th March 2022▪ Meeting with FODC Tourism Officer regarding mapping projects: 30th March 2022 <p>On 23rd November 2021, ICBAN received a grant offer of €20,000 from the Department of Foreign Affairs (DFA) towards the organisation’s core costs.</p>						
Sustain Existing Jobs	Support the provision of a staff complement to enable ICBAN to achieve its goals. Projected: 3 full time	ICBAN Secretariat: <table><tr><td>Shane Campbell</td><td>CEO</td></tr><tr><td>Joanne Breen</td><td>Executive Assistant</td></tr><tr><td>Andy Hallewell</td><td>Innovation Officer</td></tr></table>	Shane Campbell	CEO	Joanne Breen	Executive Assistant	Andy Hallewell	Innovation Officer
Shane Campbell	CEO							
Joanne Breen	Executive Assistant							
Andy Hallewell	Innovation Officer							
ICBAN Strategic Development Function	Digital Connectivity - Telecoms/High Speed Internet Provision Lobby for improved broadband connectivity investment	<p>The Northern Ireland Audit Office (NIAO) has finalised their report into the use of public monies on broadband infrastructure in NI, through BT. This request had originally been put to the Audit Office by ICBAN in 2018. The report was released on 17th June 2021 and a second broadband report on Project Stratum was published in December 2021.</p> <p>The challenges of home working / schooling during the public health crisis have featured in the report and NIAO had asked for any anecdotal evidence on frustrations with using and accessing broadband during lockdown. Examples from Mid Ulster have been cited (1.12 of report).</p>						

	<p>Implement, monitor and report on recommendations outlined in the ‘Fibre at Crossroads Part II Report</p> <p>Review NIAO Report on award of Project Stratum contract by July 2021. Progress and report on findings</p> <p>Brexit Progress cross border co-operation, monitor evolving developments and advise on responses to consultations in respect of Brexit and the NI Protocol.</p> <p>In collaboration with Queens University Belfast, complete research into the impact of Brexit and the NI Protocol on those living and working in the Central Border Region by November 2021.</p>	<p>ICBAN asked the Stormont Public Accounts Committee to action a review of the key findings.</p> <p>ICBAN continues to monitor the roll-out of Project Stratum.</p> <p>The NI Assembly Public Accounts Committee has published a report (16th March 2022) that examines how DfE implemented projects to support broadband investment since 2009. This includes the 2020 £165 million Project Stratum, awarded to Fibrus, to improve broadband speeds in rural areas where it would not be commercially viable to do so. The report makes ten key recommendations, including the key recommendation that the NI Government should claw back some £14 million in 2023/2024. ICBAN has issued a press statement in to local media outlets in response to the issuing of the report and has written to the Minister for Finance, NIAO and PAC to urge monitoring of the clawback and other report recommendations. ICBAN has asked member Councils incl. MUDC to similarly correspond.</p> <p>ICBAN keeps abreast of Brexit developments, through monitoring of current affairs and governmental updates. ICBAN has been submitting evidence to a number of committees and consultations and uses such opportunities to make representations on behalf of the Central Border Region.</p> <p>Together with a small team from Queen’s University Belfast, ICBAN delivered ‘The Border After Brexit’ project. This project has enabled engagement with communities and stakeholders in the Central Border Region to consider the implications of Brexit and the NI Protocol.</p> <p>The objective was: <i>To facilitate the broad, fair, and inclusive representation of views from the border region that are otherwise overlooked or under-represented.</i></p> <p>‘Temperature Gauge’ blog series: From January - June 2021, QUB conducted a ‘temperature gauge’ on Brexit and the NI Protocol in which relevant media stories and events across these islands were reported on. This formed the basis of a Blog every six weeks, which summarised the main stories and occurrences. There were four Blogs for each of the following weeks: 1-5, 6-12, 13-18, and 19-25.</p> <p>Research element The online survey opened in April 2021 and closed at the end of June 2021 (see attached survey flyer). 403 responses were received to the survey against a target of 400. Five key stakeholder interviews were completed in August/September 2021.</p> <p>The final report, authored by Professor Katy Hayward and Dr. Milena Komarova was published on 22nd October. In advance of the report’s release, Professor Hayward and Dr. Komarova presented the findings to the ICBAN Management Board Members and attending Council Officers on 17th October 2021.</p>
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	<p>Creative Industries & Tourism</p> <p>Boost the attractiveness of tourism destinations in Mid Ulster</p> <p>Progress development of literary tourism in Mid Ulster</p> <p>Report on the 'Business of Literature Zones' project (BLITZ)</p> <p>Develop a Marketing Framework within 5 Regional SMEs by 30 June 2021</p> <p>Support and engage with 5 Regional SMEs to develop new Immersive Technology concepts for 5 new products/services by June 2021</p> <p>Report on progression of the 5 new Literary Tourism Products/Services by 30 September 2021</p> <p>Report on progression of Spot-lit Project Literary Tourism Products/Services at Todd's Leap Activity</p>	<p>The report has since been widely disseminated to key stakeholders, including MUDC and other member Councils, regional politicians, the NI Executive, the UK and Irish Governments and the EU. Both ICBAN and QUB delivered a presentation on the report to the Brexit Committee of Fermanagh and Omagh District Council on 20th September.</p> <p>The report has featured in local, regional and national media outlets, including BBC News Online (NI), BBC Online, The Irish News, News Letter, Irish Daily Mail, MailOnline, The Anglo Celt, Westmeath Examiner, ENP Newswire, UK in a changing Europe, BBC Tees, and Times Radio (Michael Portillo) to date.</p> <p>The EU INTERREG NPA funded BLITZ/ Spot-Lit Project is focused on the opportunities that local SMEs can derive from literary tourism. Monthly updates are provided to the ICBAN Management Board.</p> <p>The development of Literary Tourism as a niche, yet strategically significant aspect of the tourism offering in the Region, encompasses the support and added value we can bring to Mid Ulster over and above its already well-developed product in the form of the Seamus Heaney Home Place.</p> <p>The Literary Tourism SME support element of the BLITZ project commenced in the Central Border Region (including Mid Ulster) in January 2020. This has led to a more extensive Product Incubation Programme of business mentoring and support, which commenced on 19th June 2020 and completed in August 2021. Seven SMEs participated in the programme and are beneficiaries of monetary supports. Todd's Leap Activity Centre in Mid Ulster is one of the seven participants. As part of their product, the Patrick Farrell Festival was held on 25th July 2021. A writers' retreat has also been developed, a concept developed by Shirley Rocks and Eddie McClenaghan, that will offer sanctuary in peaceful log cabins to allow writers to create their own work and come together with like-minded writers. They will also be given the opportunity to explore the works of Patrick Farrell and other local writers.</p> <p>The mobile phone digital app for NI and counties Cavan and Monaghan has been launched, developed by project partner Kajaani University, Finland. The apps can be downloaded at the following links:</p> <p>Android https://play.google.com/store/apps/developer?id=KAMK+Hub&hl=en&gl=US</p> <p>iPhone https://apps.apple.com/fi/developer/kajaanin-ammattikorkeakoulu/id1462038870?l=fi#see-all/i-phone-i-pad-apps</p> <p>Northern Literary Lands app - content developed by ICBAN and Arts over Borders and featuring literary assets within the Council areas of Cavan, Monaghan, Fermanagh and Omagh, Mid Ulster and Armagh Banbridge Craigavon. This app also covers the rest of the NPA programme territory - Northern Ireland excluding Belfast. This app together with the app for Oscar Wilde in Enniskillen are all available at the above links to download.</p>
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	<p>Centre by 31 August 2021. Launch Project Digital App by July 2021</p> <p>Roads Infrastructure Lobby for roads infrastructure improvements to A4, A5 and A29 arterial routes and provide updates on progress</p> <p>Urban & Rural Development Cross Border Linkages - (Bringing Communities Together)</p> <p>Respond to opportunities for joint project working / development</p>	<p>The NPA Annual Event for 2021 was held on 27th October in Sligo. The funders asked ICBAN to play a leading role during the event, sharing learning on Spot-Lit with the international audience and facilitating a specific workshop. The NPA also commissioned a video about Spot-Lit that was screened at the event.</p> <p>The project completed on 31st March 2022. The Final Conference was held online on 22nd March 2022. A link to recording of the Final Conference can be found here.</p> <p>Final reports must be submitted to the NPA by 30th June 2022.</p> <p>ICBAN has partnered in a Bridging Call proposal to secure funding to scope opportunities for further EU funded literary tourism opportunities. The N-Lite project proposal was submitted in October 2021 and has been awarded €60k; this will help to enable ICBAN and partners to examine further opportunities for literary tourism that could be developed for funding submissions to EU, UK, and Irish Govts.</p> <p>Continued lobbying and representations, including participation in consultations, on the need for progress in delivering the complete planned A5 and A29 arterial routes.</p> <p>ICBAN's Framework for Regional Priorities for the Central Border Region of Ireland/Northern Ireland 2021-2027 recognises that road construction and upgrading works need to happen in tandem with giving commuters real incentives for carbon-neutral travel. Moreover, road improvements, can, in the immediate term, reduce congestion and journey times, thus delivering environmental gains. The N2/A5 and A4/N16 corridors, along with the A29 (NI), and the M3 (RoI), are significant cross-border routes in that regard.</p> <p>Submissions on the need for these strategic arterial road projects were made to the review of the National Development Plan and to a sitting of the Oireachtas Committee for the Implementation of the Good Friday Agreement.</p> <p>An ICBAN delegation recently met with Minister Nichola Mallon, Department for Infrastructure on 21st March 2022 and raised the ongoing issue of progress on the A5/N2 development.</p> <p>Council Senior Officers' Forum Meetings of the member Council Directors on strategic cooperation were facilitated by ICBAN on 29th April 2021, 08th September 2021 and 24th November 2021 through the Council Senior Officers forum. The focus of these meetings was on high-level strategic factors in each jurisdiction; including updates on the Mid South West Growth Strategy, discussions on the progress of 'Framework of Regional Priorities for the Central Border Region' strategic document, funding opportunities, best practice projects, and the Region's mapping project etc.</p> <p>Involve NI - Public Participation Programme</p>
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	<p>Report on progress/implementation of the Digi-2 Market Project</p> <p>Deliver a series of webinars to enable small businesses to take advantage of the AR and VR resources</p>	<p>ICBAN is an Associate Partner on the 'GLOW' project and continues to monitor the development of this new Bridging Project. This project is geared towards supporting SMEs who can benefit from the Dark Skies concept and the latent potential of the local night time economy.</p> <p>Progress implementation of 'Digi-2-Market' Project</p> <p>A series of free online digital marketing webinars for SMEs were held in November/December 2021. The key business theme for these seminars was around preparing SMEs for exportation of their goods and services and opportunities for participation .</p> <p>ICBAN organised two of these free webinars for SMEs:</p> <ul style="list-style-type: none"> • Search Engine Optimisation (SEO) training for small businesses selling on the Internet; • Automated Marketing processes for small businesses. <p>Details of all the webinars were promoted and shared with Councils and businesses from across the Central Border Region:</p> <p><i>22nd November 2021: 'e-Exporting & Marketing' (3hrs)</i> E-Commerce, Mobile-Commerce & Social Commerce; How companies can sell online via these channels, the pros and cons of each, the international opportunities they present, how these channels / digital marketing efforts can attract international traffic and how to convert these leads into paying customers</p> <p><i>01st December 2021: Export Marketing Plan (3hrs)</i> How to create an effective export marketing plan and factors to consider such as foreign country selection, competitor landscape, channels, methods, timelines, budget etc.</p> <p><i>07th December 10am: Search Engine Optimisation (2hrs)</i> Improve the quality and quantity of website traffic to SME websites from search engines and enhance business visibility and brand awareness. This workshop will work with real life practical examples drawn from a selection of pre agreed participant companies. The level is aimed at entry level with a view to intermediate progression.</p> <p><i>9th December 2021: Automated Marketing (2hrs)</i> How to automate SME marketing efforts resulting in consistent and quality content being distributed to target customers while saving time - thus allowing SMEs to focus on other important business activities. This is a practical, industry-based session pitched at entry level in terms of e.g., Mailchimp and HubSpot but signposting towards intermediate progression for those SMEs wishing to develop their future capacity in this area.</p>
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	<p>Collective Advocacy on behalf of the Region</p> <p>Report on the promotion and implementation of The Framework of Regional Priorities for the Central Border region 2021-2027</p>	<p><u>Digital City: The online gated business community</u> The website is now available online at https://digi2market.eu/</p> <p>The project final conference took place online on 26th and 27th January 2022. Recordings of the conference (three parts) can be found on the Digi-2-Market YouTube channel. The project officially completed on 28th February 2022 and the final claim and reports were submitted on 23rd March 2022.</p> <p>The Framework of Regional Priorities for the Central Border Region, 2021-2027' The Framework of Regional Priorities (FRP) strategy document provides a timely and important refresh of the Regional Strategic Framework (RSF) (2013 - 2027). This strategic initiative launched in March 2021 recognises the geopolitical, economic and social changes that have occurred since the publication of the RSF, initially due to Brexit, and subsequently due to climate change and COVID.</p> <p>This FRP is motivated by, and seeks to give effect to, ICBAN's vision of a region with a thriving and diversified economy that will be strengthened and sustained through:</p> <ul style="list-style-type: none"> • encouraging investment in value-added industries and promoting innovation; • embracing new technologies and enhancing connectivity; • expanding knowledge capital; • enhancing quality of life; and • utilising the environment respectfully and responsibly. <p>ICBAN continues to promote the FRP. Meetings have been held with key stakeholders, including all Member Councils' Senior Management and local political representatives, Shared Island Unit, Oireachtas Joint Committee for the Implementation of the Good Friday Agreement, Institute of Technology Sligo, FE Colleges, Waterways Ireland, and InterTrade Ireland etc.</p> <p>The FRP Sub-Committee has been established with the aim of supporting the overall work programme of the ICBAN Management Board, in overseeing the implementation of the Framework of Regional Priorities (FRP) strategy. It is intended that this Sub-Committee will help bring an energy and impetus to the delivery of the regional priorities.</p> <p>This will be an oversight role that will 1) support and direct the operational efforts of staff, and 2) advise the Management Board on decisions relating to delivery of the FRP.</p> <p>The remit includes:</p> <ul style="list-style-type: none"> - helping identify and apply for financial supports for the implementation plans, - directing promotional plans, - reviewing research and reports, - enhancing engagement and buy-in from member Councils,
	<p>FRP Subcommittee established</p>	

	<p>Ongoing promotion Catalyst projects</p>	<ul style="list-style-type: none"> - monitoring the operational programme, - and putting in place structures for engaging other regional and national stakeholders. <p>It is anticipated that the sub-committee would seek and attend meetings with stakeholders on key project developments, advocacy initiatives, and related issues for attention.</p> <p>The Sub-Committee has met on 05th May 2021, 02nd June 2021, 23rd July 2021, 08th September 2021 and 07th October 2021.</p> <p>The Biodiversity Regeneration in a Dairying Environment (BRIDE) project made a presentation to the ICBAN FRP Sub-Committee and Council Officers on 6th January 2022 to discuss climate-friendly farming. A follow-up meeting was held on 15th February 2022 to discuss the potential of a project for the Central Border Region and Councils' priorities in this regard. Another meeting is planned for May 2022.</p> <p>Two post-graduate students from Queen's University Belfast commenced their internships with ICBAN on 01st February 2021 and completed in May 2021. One intern has completed research on Farm to Fork: Strengthening and Developing Agri-Food Initiatives in the Central Border Region.</p> <p>The other has completed a Briefing Paper on the Implications of Brexit for ICBAN's 'Framework of Regional Priorities for the Central Border Region, 2021-2027'.</p> <p>A third intern from QUB has is currently completing a brief on the potential of progressing the Ulster Canal from Clones to Lough Neagh.</p> <p>Catalyst Projects</p> <p>ICBAN has identified a shortlist of regional catalyst projects, that could further enable the Central Border Region to add value to its territorial assets.</p> <ul style="list-style-type: none"> ▪ Catalyst 1: Farm to Fork - strengthening the region's agriculture sector, food processing industry, catering firms and hospitality providers to collaboratively avail of new and emerging opportunities and sectoral trends; ▪ Catalyst 2: Greenways and Blueways - growing and connecting these vital pieces of infrastructure - to promote tourism and active travel; ▪ Catalyst 3: River Catchments Sustainability - working with all stakeholders across river catchments - from source to sea, to enhance water quality and to drive cross-sectoral projects that will strengthen the region's economic base; ▪ Catalyst 4: A Thriving Regional Bioeconomy - to build on Councils' work in this field through advancing research and development (R&D), upping regional skills capacity and enabling greater industrial and spatial collaboration; and ▪ Catalyst 5: International Mountain Biking Destination - to develop a connected / networked set of mountain-biking trails - capitalising on the region's topography and adding value to the existing suite of visitor attractions, while providing local communities with new amenities.
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	Updates on progress in respect of Mid South West Growth Deal	<p>Mid South West Growth Deal</p> <p>Through the Council Senior Officers' Forum, ICBAN receives regular updates from the Officers of the three NI Councils included in the MSW Deal.</p> <p>The ICBAN CEO met with Council Directors in the MSW group on 17th December 2021 and with MSW Councils' Officers on 11th February 2022.</p> <p>ICBAN has engaged with the consultant completing research into EU Funding received in the MSW Councils area, including on future funding opportunities for MSW development.</p> <p>Consultation responses</p> <ul style="list-style-type: none"> ▪ PEACE Plus Consultation Response (06th May 2021) ▪ DAERA Rural Policy Framework for NI (06th September 2021) ▪ Armagh City, Banbridge & Craigavon Borough Council Draft Agriculture Strategy Consultation response (15th October 2021) ▪ DAERA draft Green Growth Strategy for Northern Ireland (21st December 2021) ▪ DAERA Environment Strategy Consultation (18th January 2022) ▪ All-Island Rail Review (20th January 2022) ▪ DAERA's Consultation on Future Agricultural Policy Proposals (15th February 2022) ▪ Peace Plus programme, 'Smart Towns and Villages' Investment area brief.
Events / Promotion / Materials		<p>Updating Facebook, Twitter and the ICBAN website on project developments and promotion of project activities.</p> <p>A dedicated website and social media accounts have been created for the Spot-lit and Digi-2-Market project.</p> <p>A communications programme helped promote and disseminate the Framework of Regional Priorities.</p>
Cross Border Linkages - provide opportunities for shared learning & ensure a coherent impact of investment throughout the eligible area.	Continue to strengthen the working relationships with the East Border Region, and North West Region, to share learning and good practice	<p>ICBAN has continued to build effective working relationships with the other Cross-Border Groups in North West and East Border regions.</p> <p>ICBAN works very closely with the other Cross Border Groups, sharing information on a range of topical issues relating to cross-border working. Meetings are regularly held with East Border Region, North West Strategic Partnership Board, and Centre for Cross Border Studies and discussions include Peace Plus, engaging with Shared Island Unit, and rolling out their various regional development frameworks / strategies.</p>

Appendix 3C

Subject to review by Legal Services

SERVICE LEVEL AGREEMENT

BETWEEN

MID ULSTER DISTRICT COUNCIL

AND

IRISH CENTRAL BORDER AREA NETWORK (ICBAN)

April 2022 – March 2023

THIS AGREEMENT is made on the day of 2022

PARTIES

- (1) MID ULSTER DISTRICT COUNCIL whose address is at Dungannon Office, 15 Circular Road, Dungannon BT71 6DT (the "**Council**"); and
- (2) IRISH CENTRAL BORDER AREA NETWORK incorporated and registered in Northern Ireland with company number NI040472 whose registered office is at Units 4-6 Enniskillen Business Centre, 21 Lackaghboy Road, Enniskillen, County Fermanagh, Northern Ireland, BT74 4RL ("**ICBAN**").

BACKGROUND

- a) ICBAN was established in 1995 to promote co-operation and communication on a cross-border basis on common regional development concerns. ICBAN works in a spirit of cross-border consensus decision-making, cross party cooperation and partnership.
- b) ICBAN currently has 8 partner councils: 3 in Northern Ireland, which are, Armagh City, Banbridge and Craigavon Borough Council, Mid Ulster District Council and Fermanagh & Omagh District Council; and 5 Councils in the Republic of Ireland, which are Cavan County Council, Donegal County Council, Monaghan County Council, Leitrim County Council and Sligo County Council.
- c) The Council and ICBAN have agreed to enter into this Agreement in order to set out the contractual basis upon which ICBAN shall provide certain services to the Council.

1. DEFINITIONS

"Charges" shall mean the charges, which shall become due and payable by the Council to ICBAN 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 2022.

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

"Law" shall mean the laws of Northern Ireland and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which ICBAN is bound to comply.

"Services" shall mean those services specified in Schedule 2 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 2023.

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

2. COMMENCEMENT AND DURATION

This Agreement shall take effect on the Commencement Date and shall continue for the Term.

3. SUPPLY OF SERVICES

- a. ICBAN shall provide the Services and provide secretariat to ICBAN Company and its structures with a view to enhancing the region and bringing to the area European and other funding in partnership with all 8 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 ICBAN will be vested in the Board of Directors of ICBAN and its executive team.
- c. The parties’ authorised representatives for the purpose of this shall be the Assistant Director of Economy, Tourism and Strategic Programmes and the Chief Executive of ICBAN. ICBAN contact in Council for day-to-day purposes shall be the Monitoring Officer.
- d. The Council reserves the right to withdraw funding should the ICBAN 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 ICBAN 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, ICBAN may be required to attend a committee meeting of council in Quarter 3 to outline their progress to date and work for the future months.

4. COMPLAINTS PROCEDURE

- a. ICBAN 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 ICBAN 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. ICBAN 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. ICBAN 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. ICBAN 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 ICBAN.
- b. If, for whatever reason, the Supplier 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 Supplier.
- c. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

7. ICBAN 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.

8. AUDIT

- a. During the Term and up to 7 years following completion, ICBAN shall allow the Council (acting by itself or via any representatives authorised to act on behalf of the Council) to access any of ICBAN'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 ICBAN'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 ICBAN in accordance with Schedule 2.
- b. If ICBAN is in breach of any of its obligations relating to this Agreement then the Council may require ICBAN to pay the Council the aggregate of all Charges paid to ICBAN 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. ICBAN 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, ICBAN may be required to attend a committee meeting of council in Quarter 3 to outline their progress to date and work for the future months.

10. INDEMNITY

- a. ICBAN 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. ICBAN'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 ICBAN.

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. ICBAN 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 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.

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. 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.

17. 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.

18. 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. ICBAN 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.

19. 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.

20. 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.

21. 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

ICBAN will provide a service to 8 partner Councils that will deliver the priorities in their agreed Framework of Regional Priorities for the Irish Central Border Region, 2020–2027. This framework permits all areas to work together in developing actions and setting cross border priorities for the region and play a pivotal role in the formation of strategic alliances between key stakeholders in the region. The delivery of the service and projects should contribute to the Council's International Linkages Framework and be consistent with its aims, objectives and standards.

2. PROJECTS FOR FURTHER DEVELOPMENT

2.1. ICBAN will continue to develop the following projects for member Councils including the Mid Ulster District Council (MUDC): -

(i) Implementation of the 'Framework of Regional Priorities' strategy for the Irish Central Border Region

- Promote and advocate on same, targeting key stakeholders in government, political, community and business sectors etc.
- Engage in relevant public consultations in both jurisdictions, using the FRP strategy as the basis for submissions.
- Develop a pipeline of new projects, aligned across the five key Pillars / Themes, and targeting opportunities for cross-border and regional development funding including but not limited to Peace Plus, Shared Island Initiative, and Levelling-up / Shared Prosperity
- Initiate and review new project opportunities and initiatives, including those linked to the already identified Emergent Catalyst Projects.
- Progress the development of these new project opportunities and initiatives (under the direction of the ICBAN Management Board).

(ii) Regional Literary Tourism

- Close the BLITZ project and share learning through a 'Transformative Guide' with member Councils including Mid Ulster District Council
- Drawing on learning from both the BLITZ and Digi-2-Market projects, examine opportunities for the development of literary tourism using immersive technologies, through the 'N-Lite' preparatory project.

(iii) Broadband infrastructure

- To utilise the previously completed reports for continued advocacy on broadband issues and inadvertent roaming charges.
- Close the Digi-2-Market project and share learning with member Councils including Mid Ulster District Council.

(iv) EU Exit

- Assist the Council in further exploring the opportunities and challenges of the EU Exit.
- Continue to deliver submissions and make representations drawing on the previously completed reports as evidence.

3. ROLES AND RESPONSIBILITIES

3.1. ICBAN will provide the following services for the Council:

- 3.1.1.** ICBAN will deliver a general information service on EU and other funding programmes.
- 3.1.2.** ICBAN will assist with project identification, project co-ordination and financial management as agreed for PEACE PLUS and other funding programmes.
- 3.1.3.** ICBAN will represent the agreed vision of the region in responding to consultations relating to regional, international and global funds.
- 3.1.4.** In implementing its framework ICBAN will lobby for the needs of the cross border region in Dublin/Belfast/London and in Brussels.
- 3.1.5.** ICBAN will organise Best Practice Visits of both elected members and officials as and when required.
- 3.1.6.** ICBAN will provide elected member and official training and development on EU issues and any other issues as and when required.
- 3.1.7.** ICBAN will submit 6 monthly reports detailing progress on all key areas of work and its contribution to Council's International Linkages Framework.
- 3.1.8.** ICBAN will administer all structures necessary to manage and implement the funds appropriately.
- 3.1.9.** ICBAN will facilitate the involvement of council staff and elected members in its work.

SCHEDULE 2 – FINANCIAL & RESOURCING ARRANGEMENT

3.1 The Council has agreed that payment of £15,000 sterling (Fifteen thousand pounds) will be paid to ICBAN for organisation costs for year 1 April 2022 – 31 March 2023.

Payment will be released only upon the following condition:

- Submission of an original invoice. Copies are NOT acceptable.
- Provision of completed and signed Declaration Form confirming ICBAN 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, Shane Campbell, as Chief Executive of ICBAN have read and understood the Council's Service Level Agreement between ICBAN 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 a Chairperson/Chief Executive (delete as appropriate) of ICBAN.

Council Official

ICBAN Chief Executive

(delete as appropriate)

Signed:

Signed:

Position:

Position

Name (Block Capitals)

Name (Block Capitals):

Date

Date

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



To: Mid Ulster District Council

Date: 12th April 2022

Subject: MUDC Financial contribution to the Mega Network for period 2022/2025

Dear Paul,

As you are aware MEGA (Manufacturing and Engineering Growth and Advancement) is an award-winning collaborative growth network formed in 2018 between a group of eight manufacturing and engineering companies based in the Mid Ulster area, as a spin-out of Mid Ulster District Council's award-winning Skills Forum. Funded through Invest NI's Collaborative Growth Programme and supported with complementary funding from Mid Ulster District Council, MEGA has grown from its original 8-member collaboration into a network that is actively engaged with over 60 manufacturing and engineering companies across the Mid Ulster area.

On behalf of MEGA I would like to record our thanks and appreciation to the Council for all its support over the last 3 years that has enabled MEGA to deliver its Phase One Project and more recently the development of a 3 year Strategy for Phase Two.

The MEGA network has gained significant benefit from its Phase One project.

With external consultancy support from Food for Thought, the network has collaborated to produce its first self-authored strategic action plan. The strategy development process challenged the network to review its vision, mission and values, and as a consequence the network has a much clearer mutual understanding of its purpose and strategic direction.

Structured consultation with the 63 manufacturing and engineering companies engaged with the network has provided insight into the people and skills needs of the manufacturing and engineering sector in Mid Ulster. The Phase One project also engaged with over 15 third-party stakeholders including Mid Ulster District Council, Invest NI, South West College, Northern Regional College, DfE, Manufacturing NI, Makers Alliance, and University of Ulster. Taking the time to engage these key stakeholders and the member companies has enabled MEGA to gain perspective on both its successes and its opportunities for improvement in the future development of the network.

The network has reflected on its membership mix and has recognised a need to broaden the diversity of manufacturing businesses within its membership base, and to ensure a wider range of skills needs are addressed in its new action plan.

The network has helped its members develop awareness of Industry 4.0 digital manufacturing and automation, which has emerged as a key development focus over the next three years. Building on its achievements in this space (UU Degree Apprenticeship), the network has identified the need to engage with a collaboration partner with appropriate skills in this space (e.g. Digital Catapult, and Dundalk AMTCE).

The project has helped the network to map its key stakeholders and to understand the need to nurture stronger strategic relationships and to leverage stakeholder resources to achieve the network's overall goals. Effective collaboration has been embraced as a key strategic theme in the new action plan, and many of MEGA's key stakeholders will be engaged in the delivery of specific strategic actions.

The project has helped the network gain a better understanding of where it fits in the people and skills development eco-system in Northern Ireland and has helped MEGA align strategically to deliver outcomes that contribute to key Programme for Government and 10X Economy strategic objectives.

Covid-19 has had a profound health and socio-economic impact on society over the past two years, and is set to continue to drive uncertainty and ongoing disruption as global supply chains strain under the forces of recovery constraints (e.g. global shipping costs, container availability, energy costs, and inflation).

In this context MEGA has engaged its 63 member companies in a strategic review, which has evidenced full sectoral support for the continued need for MEGA and the role it plays in support of the manufacturing and engineering sector.

Building on this evidence base, MEGA has now developed a strategic action plan to support its members in successful economic growth recovery over the next three years. The clear emphasis of that plan is to address the People Crisis currently facing the sector, and an emphasis has been placed on equipping employees with the broad range of skills (traditional and emerging) that will be necessary to enable the MEGA companies to thrive in a new era for manufacturing in Northern Ireland.

MEGA has developed a 3-year strategic goal to:

"Support Mid Ulster manufacturing and engineering post-pandemic recovery by working with our partners to attract, develop and retain talent who are equipped with the skills to embrace a new era of manufacturing."

This goal will be achieved through the delivery of 31 strategic actions organised under five thematic workstreams, namely:

- Focus on People - Address the current deficit in human resources available to the manufacturing and engineering sector in Mid Ulster.
- Skills for the future - Adapt the provision of education and skills development to meet the changing needs of the sector over time.
- Collaborate to win - Build strong working relationships with key delivery partners and leverage third party resources and budget to the best advantage of MEGA members.
- Develop our membership - Transition towards a sustainable membership organisation with fee paying members by 2025, and
- Govern with integrity - Ensure effective governance and control of MEGA.

Mid Ulster Council's financial contribution for 2019/22 ended in March 2022, and the Mega Network now request a continued contribution of £45k for the 2022/25 term, £15k per financial year to assist with marketing and promotional activities. This further financial contribution will allow the work of Mega Network to be extended and continue the project's momentum building on early success and allow for effective forward planning and project management.

Should you have any further queries, please do not hesitate to contact me on the details below at any time.

Kind Regards,
Darragh Cullen
Managing Director

Tel: +44 (0) 28 8774 0525
Mob: +44 7850017825
www.edgeinnovate.com

EDGE INNOVATE. (NI) LTD
30 Farlough Road, Dungannon
Co. Tyrone
N. Ireland
BT71 4DT



Darragh Cullen
Managing Director

Tel: Switch: + 44 (0) 2887 740525
Mob: + 44 (0) 7850 017825
Email: darragh.cullen@edgeinnovate.com
Web: www.edgeinnovate.com

30 Farlough Road, Dungannon, Co. Tyrone, N. Ireland, BT71 4DT



PROJECT TASKS/ACTIVITIES 2022-25

Workstream One Objective	Activities	Timescale
1. Focus on People Address the current deficit in human resources available to the manufacturing and engineering sector in Mid Ulster.	1) Careers Portal. Collaborate with MUDC to develop a Manufacturing & Engineering online careers portal that showcases MEGA companies; career paths; “a day in the life of”; job vacancies etc. 2) School Ambassadors programme rolled out. All ambassadors attend at least 1 school visit per year. 3) JBO Connections – 2 meetings per year. 4) PR & Marketing. Update and implement website content, PR and marketing activity. Develop a new communications strategy. Use PR to address misperceptions of the sector. Maximise MEGA opportunities for press and media exposure. Deliver media training for key MEGA representatives.	3 year span of project 2025
2. Skills for the Future Adapt the provision of education of skills development to meet the changing needs of the sector over time.	1) Skills demand planning - conduct an annual survey of members to understand people & skills demands for the 12-18 months ahead. Collaborate with MUDC LMP to inform stakeholders of the rolling 12 – 18 month skills needs. 2) Skills investment programme. Signpost and encourage members towards grant support packages available for skills investment (e.g. Skills Advancement Grant for INI clients)	3 year span of project 2025
3. Collaborate to win Build strong working relations with key delivery partners and leverage third party resources and budget to the best advantage of MEGA members.	1) Education & skills alignment. Build strategic working relationships at board level with funded skills delivery partners (e.g. SWC, NRC) Collaborate with operational resource to devise new training and development offerings that are aligned to industry skills demands. 2) Degree apprenticeships. Sustain the Engineering degree apprenticeship. Grow to 30 plus places per year	3 year span of project 2025

	<p>3) Emerging skills programme - build networks with Centres of Excellence to understand emerging technologies & skills requirements. Encourage Centres of Excellence to host awareness sessions in Mid Ulster</p> <p>4) MSW Growth Deal - build relationships with the MSW programme team and stay abreast of developments under the Growth deal.</p>	
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APPENDIX 4B

Subject to review by Legal Services

SERVICE LEVEL AGREEMENT

BETWEEN

MID ULSTER DISTRICT COUNCIL

AND

**MID ULSTER MANUFACTURING AND ENGINEERING
NETWORK (MEGA)**

April 2022 – March 2025

THIS AGREEMENT is made on the day of 2022

PARTIES

- (1) MID ULSTER DISTRICT COUNCIL whose address is at Dungannon Office, 15 Circular Road, Dungannon BT71 6DT (the "**Council**"); and
- (2) MID ULSTER MANUFACTURING AND ENGINEERING GROWTH & ADVANCEMENT NETWORK whose address is c/o Sean Nugent Engineering Limited, 15 Aghnagar Road, Dungannon, County Tyrone BT70 2PP ("**MEGA**")

BACKGROUND

- a) MEGA (Mid Ulster Manufacturing & Engineering Growth & Advancement Network) was created with the support of Mid Ulster District Council and Invest NI to address the immediate and medium term skills shortages in the manufacturing and Engineering industries in the Mid-Ulster area. MEGA's pilot project had its origins in the wider Mid Ulster Skills Forum (MUSF) which was set up in April 2017 to tackle skills issues across the whole Council area.
- b) MEGA is unique in that it is an industry-led collaborative network of businesses who are working together towards a common goal. Its main aim is to tackle skills and labour issues in Mid Ulster and create and implement ways to attract and retain talent in the engineering and manufacturing industry. The Project Promoter is Sean Nugent Engineering Limited and the other network members include Edge Innovate, Mallaghan Engineering, Specialist Joinery Fittings, Four Dee, Northern Hydraulics and Specdrum.
- c) The Council and MEGA have agreed to enter into this Agreement in order to set out the contractual basis upon which MEGA shall provide certain services to the Council.

1. DEFINITIONS

"Charges" shall mean the charges which shall become due and payable by the Council to MEGA 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 2022.

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

"Law" shall mean the laws of Northern Ireland and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which MEGA is bound to comply.

“Project Promoter” shall mean the lead network member of MEGA

“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 2025.

“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 shall continue for the Term.

3. SUPPLY OF SERVICES

- a. MEGA shall provide the Services with a view to tackling skills and labour issues in Mid Ulster and creating and implementing ways to attract and retain talent in the engineering and manufacturing industry for the duration of the Term and in accordance with the provisions of this Agreement.
- b. Responsibility for the management of the MEGA will be vested in the MEGA Steering Group and the Operations Committee.
- c. The parties’ authorised representatives for the purpose of this Agreement shall be the Assistant Director of Economy, Tourism and Strategic Programmes and the Project Promoter of MEGA. MEGA contact for day-to-day purpose shall be the Funding and Investment Manager.
- d. The Council reserves the right to withdraw funding should the MEGA fail to adequately provide the Services which forms the basis of the Council’s agreement to commit funds to it.
- e. Funding will be reviewed annually and will require MEGA to submit a six-monthly report and an annual report during the Term of the agreement, in accordance with Schedule 1, showing progress against the targets and the plan for the year ahead. In addition MEGA may be required to attend a committee meeting of council in Quarter 3 to outline their progress to date and work for the future months.

4. COMPLAINTS PROCEDURE

- a. MEGA 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 MEGA 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. MEGA 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. MEGA 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. MEGA 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 MEGA.
- b. If, for whatever reason, MEGA fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from MEGA.
- c. The terms of any insurance or the amount of cover shall not relieve MEGA of any liabilities under the agreement.

7. MEGA 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.

8. AUDIT

- a. During the Term and up to 7 years following completion, MEGA shall allow the Council (acting by itself or via any representatives authorised to act on behalf of the Council) to access any of MEGA'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 MEGA'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 MEGA on a retrospective basis in accordance with Schedule 2. Monies must be spent by MEGA before funding is released by Mid Ulster District Council.
- b. If MEGA is in breach of any of its obligations relating to this Agreement then the Council may require MEGA to pay the Council the aggregate of all Charges paid to MEGA 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 contributions would receive formal recognition by way of an invitation to the Council Chair and the elected representatives for the area at any appropriate regional event/official opening and mention in publicity pertaining to the event/facility.
- e. MEGA 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 MEGA may be required to attend a committee meeting of council in Quarter 3 to outline their progress to date and work for the future months.

10. INDEMNITY

- a. MEGA 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. MEGA'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 MEGA.

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. MEGA 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 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.

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. 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.

17. 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.

18. 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. MEGA 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.

19. 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.

20. 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.

21. 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

MEGA will support Mid Ulster manufacturing and engineering post-pandemic recovery by working with partners to attract, develop and retain talent who are equipped with the skills to embrace a new era of manufacturing. MEGA will undertake marketing and promotional activities to enhance and contribute to the MEGA – Collaborative Growth Project: Post-COVID Recovery & Growth and support the delivery of a 3 year Strategic Action Plan 2022-25.

2. PROJECTS FOR FURTHER DEVELOPMENT

MEGA will tackle skills and labour issues in Mid Ulster and create and implement ways to attract and retain talent in the engineering and manufacturing industry. This goal will be achieved through the delivery of a number of actions organised under three thematic workstreams, over the 3 year span of the project, until 2025, namely:

2.1 Focus on People - Address the current deficit in human resources available to the manufacturing and engineering sector in Mid Ulster with a focus on:

- a. Careers Portal. Collaborate with MUDC to develop a Manufacturing & Engineering online careers portal that showcases MEGA companies; career paths; “a day in the life of”; job vacancies etc.
- b. School Ambassadors programme rolled out. All ambassadors attend at least 1 school visit per year.
- c. JBO Connections – 2 meetings per year.
- d. PR & Marketing. Update and implement website content, PR and marketing activity. Develop a new communications strategy. Use PR to address misperceptions of the sector. Maximise MEGA opportunities for press and media exposure. Deliver media training for key MEGA representatives.

2.1 Skills for the future - Adapt the provision of education and skills development to meet the changing needs of the sector over time, with a focus on:

- a. Skills demand planning - conduct an annual survey of members to understand people & skills demands for the 12-18 months ahead. Collaborate with MUDC LMP to inform stakeholders of the rolling 12 – 18 month skills needs.
- b. Skills investment programme. Signpost and encourage members towards grant support packages available for skills investment (e.g. Skills Advancement Grant for INI clients)

2.2 Collaborate to win - Build strong working relationships with key delivery partners and leverage third party resources and budget to the best advantage of MEGA members, with a focus on:

- a. Education & skills alignment. Build strategic working relationships at board level with funded skills delivery partners (e.g SWC, NRC). Collaborate with

- operational resource to devise new training and development offerings that are aligned to industry skills demands.
- b. Degree apprenticeships. Sustain the Engineering degree apprenticeship. Grow to 30 plus places per year
- c. Emerging skills programme - build networks with Centres of Excellence to understand emerging technologies & skills requirements. Encourage Centres of Excellence to host awareness sessions in Mid Ulster
- d. MSW Growth Deal - build relationships with the MSW programme team and stay abreast of developments under the Growth deal.

3. ROLES AND RESPONSIBILITIES

3.1. MEGA will provide the following services for the Council:

- 3.1.1** MEGA will undertake all activities in respect of project outputs set out in part 2 of this Schedule 1.
- 3.1.2** MEGA will submit a 6 monthly report at end of each September (to highlight what has been achieved from April – September) and an annual report at end of March (detailing progress in respect of project outputs set out in part 2 of Schedule 1)
- 3.1.3** MEGA will administer all structures necessary to manage and implement the funds appropriately.
- 3.1.4** MEGA will facilitate the involvement of council staff and elected members in its work.
- 3.1.5** MEGA will lobby and advocate relevant agencies and organisations for investment in skills in the manufacturing and engineering sector.
- 3.1.6** MEGA will strive to build strong working relationships with key delivery partners and leverage third party resources to advance the work of MEGA.
- 3.1.7** MEGA will facilitate the promotion of skills training and development to embrace Industry 4.0 digital manufacturing and automation.

SCHEDULE 2 – FINANCIAL & RESOURCING ARRANGEMENT

3.1 The Council has agreed that payment of £15,000 sterling per annum (Fifteen thousand pounds) will be paid to MEGA for organisation costs for years 1 April 2022 – 31 March 2025.

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 MEGA 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, Shane Nugent, as Project Promoter of MEGA have read and understood the Council's Service Level Agreement between MEGA 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 a Project Promoter (delete as appropriate) of MEGA.

Council Official

MEGA Project Promoter

(delete as appropriate)

Signed:

Signed:

Position:

Position

Name (Block Capitals)

Name (Block Capitals):

Date

Date

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

Appendix 5

This Agreement is dated the 16th day of March 2022

PARTIES

- (1) **INVEST NORTHERN IRELAND** whose address for the purposes of this Agreement is at Bedford Square, Bedford Street, Belfast BT2 7ES ("**Invest NI**"); AND
- (2) **Mid Ulster District Council**

BACKGROUND

- (A) The Data Discloser agrees to share the Personal Data with the Data Receiver in the United Kingdom ("**UK**") or European Economic Area ("**EEA**") on terms set out in the Agreement.
- (B) The Data Receiver agrees to use the Personal Data on the terms set out in this Agreement.
- (C) The Data Discloser acknowledges that in some circumstances the Data Receiver may want to transfer Personal Data disclosed to it by the Data Discloser outside of the UK or EEA and the Data Discloser agrees to the Data Receiver doing so but strictly subject to the terms of clause 8.3.
- (D) This is a free-standing Agreement that does not incorporate any separate understanding or arrangements between the parties in respect of any wider context.

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreed Purpose: has the meaning given to it in clause 2 of this Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in Northern Ireland when banks in Belfast are open for business.

Commencement Date: means the date of this Agreement.

Confidential Information: information, including any information or analysis derived therefrom, howsoever obtained under this Agreement relating to, without limitation, the business, products, affairs, personnel, strategy and finances of the Data Discloser for the time being confidential to the relevant Party and trade secrets including, without limitation, technical data and know-how, relating to the business of the Data Discloser or any of its staff, management, clients, customers, visitors, partners, suppliers, agents, or distributors. This information specifically includes (i) information belonging to third parties pursuant to which the Data Discloser has a duty of confidentiality; (ii) any information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential; and (iii) the information listed in Schedule 1 as confidential. This information does not however include: (i) any information which is already in, or comes into, the public domain otherwise than through a breach of this Agreement, (ii) was available to the Party prior to the commencement of this Agreement, or (iii) which the parties agree in writing is not confidential or may be disclosed.

Data Discloser: means a party disclosing Personal Data to a Data Receiver for the Agreed Purpose.

Data Protection Legislation: means: (i) the General Data Protection Regulation (Regulation (EU) 2016/679) as implemented into the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as the “UK GDPR” (hereafter referred to as “**GDPR**”), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 (“**DPA 2018**”) to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy including any successor legislation.

Data Receiver: means a party receiving Personal Data from a Data Discloser for the Agreed Purpose.

Data Subject Request: the exercise by a Data Subject of his or her rights under Article 15 of the GDPR.

Environmental Information Regulations: means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Information: has the meaning given under section 84 of FOIA.

Request for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Shared Personal Data.

Shared Personal Data: the Personal Data and Special Categories of Personal Data (as applicable) to be shared between the parties under clause 3 of this Agreement.

Representative(s): means in relation to each party (where applicable):

- (a) its officers and employees that need to know the Shared Personal Data and/or Confidential Information for the Agreed Purpose;
- (b) its professional advisers or consultants who are engaged to advise that party in connection with the Agreed Purpose;
- (c) its contractors and sub-contractors engaged by that party in connection with the Agreed Purpose; and
- (d) any other person to whom the other party agrees in writing that Shared Personal Data and/or Confidential Information may be disclosed in connection with the Agreed Purpose.

Retention and Disposal Policy: unless the parties agree otherwise in writing, means the retention and disposal policy of the Data Receiver at the time in question.

Supervisory Authority: the relevant supervisory authority in the territories where the parties to this Agreement are established.

Term: has the meaning given at Schedule 2.

- 1.2 **Controller, Processor, Data Subject and Personal Data, Special Categories of Personal Data, Processing** and "appropriate technical and organisational measures" shall have the meanings given to them in the Data Protection Legislation.
- 1.3 Clause and Schedule headings shall not affect the interpretation of this Agreement.
- 1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.5 Unless the context otherwise, requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of this Agreement.
- 1.9 Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.10 In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules, the provision in the body of this Agreement shall take precedence.
- 1.11 A reference to **writing** or **written** includes email but not fax.
- 1.12 Unless the context otherwise requires the reference to one gender shall include a reference to the other genders.
- 2. Purpose**
- 2.1 This Agreement sets out the framework for the sharing of **Personal Data** between the parties as **Controllers**. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 2.2 The parties wish to clarify as follows:
- (a) The parties consider this data sharing initiative necessary for the reasons described in Schedule 2.
 - (b) The aim of the data sharing initiative is as detailed at Schedule 2.
 - (c) It will serve to benefit individuals and/or society (as applicable) as set out in Schedule 2.
- 2.3 The parties agree to only process Shared Personal Data for the purposes set out in Schedule 2. The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in Schedule 2 (**Agreed Purpose**).

- 2.4 Prior to the sharing of any Shared Personal Data pursuant to this Agreement, each party shall appoint a single point of contact (**SPoC**), as named at Schedule 1, who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative.

3. Shared Personal Data

- 3.1 Details on the Shared Personal Data relevant to this Agreement are set out in Schedule 1 together with any access and processing restrictions as agreed and established by the parties.
- 3.2 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.

4. Lawful, fair and transparent processing

- 4.1 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with clause 4.2 during the Term of this Agreement.
- 4.2 Each party shall ensure that it has a lawful basis under the Data Protection Legislation for the processing of Shared Personal Data and shall document these at Schedule 1.
- 4.3 The Data Discloser shall, in respect of Shared Personal Data, ensure that it provides clear and sufficient information to the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Article 13 of the GDPR including:
- (a) if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and
 - (b) if Shared Personal Data will be transferred outside the UK or EEA pursuant to clause 8.3 of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the Data Subject to understand the purpose and risks of such transfer.
- 4.4 The Data Receiver undertakes to inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their Personal Data, the legal basis for such purposes and such other information as is required by Article 14 of the GDPR including:
- (a) if Shared Personal Data will be transferred to a third party, that fact and sufficient information about such transfer and the purpose of such transfer to enable the Data Subject to understand the purpose and risks of such transfer; and
 - (b) if Shared Personal Data will be transferred outside the UK or EEA pursuant to clause 8 of this Agreement, that fact and sufficient information about such transfer, the purpose of such transfer and the safeguards put in place by the controller to enable the Data Subject to understand the purpose and risks of such transfer.

5. Data quality

- 5.1 Where relevant, the parties agree to use compatible datasets and to record all Shared Personal Data using agreed methods.

5.2 The Data Discloser shall ensure that before the Commencement Date, Shared Personal Data are accurate and where necessary for the Agreed Purposes that it has appropriate internal procedures in place to notify the Data Receiver of any updates to the Shared Personal Data.

5.3 Shared Personal Data must be limited to the Personal Data described in Schedule 1 of this Agreement.

6. Data subjects' rights

6.1 The parties each agree to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.

6.2 Each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was disclosed.

7. Data retention and deletion

7.1 The Data Receiver shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.

7.2 Notwithstanding clause 7.1, parties shall continue to retain Shared Personal Data in accordance with any statutory or professional retention periods applicable in their respective countries and / or industry, including their respective organisational record Retention and Disposal Policy.

7.3 Each party shall ensure that the Shared Personal Data are destroyed in line with their respective organisational record Retention and Disposal Policy.

8. Transfers

8.1 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Data Receiver with a third party, and shall include, but is not limited to, the following:

- (a) subcontracting the processing of Shared Personal Data;
- (b) granting a third party controller access to the Shared Personal Data.

8.2 If the Data Receiver appoints a third party processor to process the Shared Personal Data it shall comply with Article 28 and Article 30 of the GDPR and shall remain liable to the Data Discloser for the acts and/or omissions of the processor.

8.3 The Data Receiver may not transfer Shared Personal Data to a third party located outside the UK or EEA unless it;

- (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
- (b) ensures that:
 - (i) the transfer is to a country approved by the European Commission and recognised by the UK government as providing adequate protection pursuant to Article 45 of the GDPR; or

- (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or
- (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer.

9. Security and training

- 9.1 The Data Discloser shall only provide the Shared Personal Data to the Data Receiver by using secure methods as agreed between the parties at Schedule 2.
- 9.2 Having regard to the state of technological development and the cost of implementation; the parties undertake to have in place throughout the Term appropriate technical and organisational security measures to:
- (a) prevent:
 - (i) unauthorised or unlawful processing of the Shared Personal Data; and
 - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
 - (b) ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the Shared Personal Data to be protected.
- 9.3 The parties shall keep such security measures under review and shall carry out such updates as they agree are appropriate throughout the Term.
- 9.4 It is the responsibility of each party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the technical and organisational security measures agreed within their respective organisations pursuant to this clause 9 and Schedule 2 together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of Personal Data.
- 9.5 The level, content and regularity of training referred to in this clause 9 shall be proportionate to the staff members' role, responsibility and frequency with respect to their handling and processing of the Shared Person Data.

10. Personal data breaches and reporting procedures

- 10.1 The parties shall each comply with its obligation to report a Personal Data Breach to the appropriate Supervisory Authority and (where applicable) Data Subjects under Article 33 of the GDPR and shall each inform the other party of any Personal Data Breach concerning the processing of Shared Personal Data as soon as possible but no later than within 72 hours of becoming aware of a Personal Data Breach occurring, irrespective of whether there is a requirement to notify any Supervisory Authority or Data Subject(s).
- 10.2 The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner.

11. Review and termination of agreement

- 11.1 Where this Agreement has been entered into for the purpose of the sharing of Personal Data rather than a project concerning a one-off sharing of Personal Data, the parties shall periodically review the effectiveness of this data sharing initiative, having consideration to the aims and purposes set out in Schedule 2. The parties shall continue, amend or terminate the Agreement depending on the outcome of this review.
- 11.2 The review of the effectiveness of the data sharing initiative will involve:
- (a) assessing whether the purposes for which the Shared Personal Data is being processed are still the ones listed upon commencement of this Agreement;
 - (b) assessing whether the Shared Personal Data is still as listed upon commencement of this Agreement; and
 - (c) assessing whether the legal framework governing data quality, retention, and Data Subjects' rights are being complied with.
- 11.3 Each party reserves its rights to inspect the other party's arrangements for the processing of Shared Personal Data and to terminate the Agreement where it considers that the other party is not processing the Shared Personal Data in accordance with this Agreement.

12. Resolution of disputes with Data Subjects or the Supervisory Authority

- 12.1 In the event of a dispute or claim brought by a Data Subject or the Supervisory Authority concerning the processing of Shared Personal Data against either or both parties, the parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably in a timely fashion.
- 12.2 The parties agree to respond to any generally available non-binding mediation procedure initiated by a Data Subject or by the Supervisory Authority. If they do participate in the proceedings, the parties may elect to do so remotely (such as by telephone or other electronic means). The parties also agree to consider participating in any other arbitration, mediation or other dispute resolution proceedings developed for data protection disputes.
- 12.3 Each party shall abide by a decision of a competent court in the United Kingdom or of the Supervisory Authority.

13. Limitation of liability

- 13.1 In the event of a breach by either party of any Data Protection Legislation or any provision of this Agreement which results in any direct or indirect liability, cost, expense, damage, loss, penalty or fine for the other party, then the parties agree to co-operate together in good faith for so long as is necessary to: (a) identify and agree the proportions in which they will share responsibility for the breach; and (b) the manner in which the matter will be managed and conducted with any relevant third parties.

14. Direct marketing

If the Data Receiver processes the Shared Data for the purposes of direct marketing, each party shall ensure that:

- (a) the appropriate level consent has been obtained from the relevant Data Subjects to allow the Shared Data to be used for the purposes of direct marketing in compliance with the Data Protection Legislation; and
- (b) effective procedures are in place to allow the Data Subject to "opt-out" from having their Shared Personal Data used for such direct marketing purposes;
- (c) all such direct marketing activities are at all times conducted in a manner which complies in full with:
 - (i) whilst ever it continues to apply, the E-Privacy Directive (2002/58/EC) as implemented in the UK by the Privacy and Electronic Communications Regulations (2003/2426) (as amended) (**PECR**); and
 - (ii) any similar or substitute legislation following PECR which relates to direct marketing and which applies in the United Kingdom from time to time.

15. Confidential Information

- 15.1 The Data Receiver shall keep the Data Discloser's Confidential Information confidential and, except with the prior written consent of Data Discloser, shall not, and shall procure that its Representatives shall not:
- (a) use or exploit the Confidential Information in any way except for the Agreed Purpose; or
 - (b) disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement; or
 - (c) copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Agreed Purpose; or
 - (d) seek to make contact with any third party that is the subject of Data Discloser's Confidential Information, unless expressly permitted under this Agreement.
- 15.2 The Data Receiver may disclose the Confidential Information to those of its Representatives who need to know the Confidential Information for the Agreed Purpose provided that it informs these Representatives of the confidential nature of the Confidential Information before disclosure and at all times it is responsible for these Representatives' compliance with the obligations set out in this Agreement. The Data Receiver shall ensure that its Representatives have given and are subject to appropriate confidentiality undertakings.
- 15.3 The Data Receiver may disclose Confidential Information to the extent to which it is required to be disclosed by (i) law and/or (ii) by any governmental and/or other regulatory authority, and/or (iii) by a court of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Data Discloser as much notice as reasonably possible and acts reasonably upon any reasonable request by the Data Discloser in relation to such disclosures.
- 15.4 For the avoidance of doubt, the duties of confidentiality under this Agreement survive the termination or expiry of the Agreement.
- 15.5 The parties acknowledge that they are each subject to the requirements of the FOIA and the EIRs. Each party shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the other party to enable it to comply with its obligations under the FOIA and EIRs;

- (b) notify the Data Discloser of all Requests for Information it receives relating to the Data Discloser's Confidential Information as soon as practicable;

15.6 The Data Discloser acknowledges that the Data Receiver may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Data Discloser. The Data Receiver shall take all reasonable steps to notify the Data Discloser of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Data Receiver shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

16. Miscellaneous Matters

- 16.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.2 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.3 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.
- 16.4 If during the Term the Data Protection Legislation change in a way that the Agreement is no longer adequate for the purpose of governing lawful data sharing exercises, the Parties agree that the SPoCs will negotiate in good faith to review the Agreement in the light of the new legislation. To the extent the parties are unable to agree any variation to the terms as required by new legislation, then the parties shall resolve the dispute in accordance with clause 18.
- 16.5 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.
- 16.6 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.7 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 16.8 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

17. Notice

17.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to the SPoCs and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the SPoC.

18. Dispute Resolution

18.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**"), then the parties shall follow the procedure set out in this clause provided always that no party shall be obliged to act in accordance with this clause if to do so would prejudice the rights and freedoms of any individual who is the subject of any of the Shared Personal Data:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents;
- (b) on service of the Dispute Notice, each party shall attempt in good faith to resolve the Dispute;
- (c) if the parties are for any reason unable to resolve the Dispute within 5 days of service of the Dispute Notice, the Dispute shall be referred to their Executive Management Teams ("EMT"), who shall attempt in good faith to resolve it; and
- (d) if the respective EMTs are for any reason unable to resolve the Dispute within 5 days of it being referred to them, the parties may either:
 - (i) terminate this Agreement in accordance with clause 11.3; or
 - (ii) agree to enter into mediation in good faith to settle the dispute in accordance with the CEDR Model Mediation Procedure, or a similarly suitable alternative dispute resolution (ADR) mechanism;
- (e) unless otherwise agreed between the parties within 5 days of either party making a suggestion to the other as to a suitable mediator, the mediator shall be nominated by the President for the time being of the Law Society for Northern Ireland. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to the mediator once appointed.

19. Governing law & Jurisdiction

19.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Northern Ireland.

19.2 Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction.

This Agreement has been entered into on the date stated at the beginning of it.

Schedule 1

Part 1 Details of the Shared Personal Data and access and processing restrictions

- 1.1 Types of Personal Data to be shared between the parties during the Term of this Agreement:
 - **Individual's name, post code or full address, e-mail and phone number.**
 - **Description of the enquiry/ business idea. This is free-text and information such as business performance, financial (e.g. turnover) or biographical information may be included.**
- 1.2 Special categories of Personal Data will not be shared between the parties.
2. Lawful basis for processing the Shared Personal Data
 - 2.1 Invest NI agrees that it is processing the Shared Personal Data on the basis that it is necessary for the exercise of Invest NI Official Authority / performance of a task in the public interest.
 - 2.2 Mid Ulster District Council agrees that it is processing the Shared Personal Data on the basis that it is necessary for the exercise of Official Authority / performance of a task in the public interest.
 - 2.3 Any requests for information outside the scope of this Data Sharing Agreement will be handled on an individual basis.
3. Single Point of Contact (SPoC)
 - 3.1 The Invest NI Single Point of Contact will be Karen Finlay 028 90 698103.
 - 3.2 Mid Ulster District Council Single Point of Contact will be Fiona McKeown fiona.mckeown@midulstercouncil.org Tn 03000 132 132.

Part 2 Details of Confidential Information

- 1.1 Types of confidential information to be shared:
 - (a) Individual's name, post code or full address, e-mail and phone number.
 - (b) Description of the enquiry/ business idea. This is free-text and information such as business performance, financial (e.g. turnover) or biographical information may be included.

Schedule 2

Part 1 Reasons, aims and benefits

1. The parties consider this data sharing initiative necessary for the following reasons:

Following Local Government Reform and the increased involvement of Local Councils in economic development activities, including responsibility for local start-ups, social enterprise and underrepresented groups, there is a need for Invest NI and Councils to work collaboratively to provide appropriate business advice and support to entrepreneurs and businesses.

There is an increased focus on the customer journey and on facilitating the needs of the customer at a particular point in time. It is important to provide a seamless migration of customers between support providers.

This fits with key actions in Invest NI's Entrepreneurship Action Plan and Council's delivery of a range of business support initiatives including the Northern Ireland Business Start-up Programme and other LED initiatives.

2. The aim of the data sharing initiative is as follows:
 - 2.1 To allow Invest NI and Councils to make referrals to and receive referrals from each other for follow on advice, guidance or support
3. The benefit to be derived from the data sharing initiative is as follows:
 - 3.1 Invest NI/Council can engage with entrepreneurs/businesses to provide them with the most appropriate service.
4. Security measures for transfer of Shared Personal Data
 - 4.1 Invest NI shall only provide the Shared Personal Data to the Mid Ulster District Council by using the following secure method: The Invest NI customer portal, Mimecast encrypted email or Office 365.
 - 4.2 Mid Ulster District Council shall only provide the Shared Personal Data to Invest NI by using the following secure method: The Invest NI customer portal, Mimecast encrypted email or Office 365

Part 2 The Agreed Purpose

1. The parties agree to only process Shared Personal Data for the following purposes:
 - 1.1 To deliver economic development and business support activity.
2. For the purposes of this Agreement the **Term** shall be the duration of this data sharing initiative, that being as follows:

1st April 2024

2.1 Pursuant to paragraph 11, the agreed review period of this agreement is as follows:

Dec 2023

2.2 Upon written agreement of both parties, the Term may be extended for further periods as agreed. The provisions of this Agreement will apply throughout any such extended period.

Signed for and on behalf of Invest Northern Ireland



Stephen Wightman

Director, Technology Solutions, Compliance and New Programme Development

Signed for and on behalf of Mid Ulster District Council

Print Name

MID ULSTER

Labour Market Partnership
Working Together



APPENDIX 6

Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

Mid Ulster Labour Market Partnership

2022-23 Action Plan

March 2022



**food for
thought**

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1. Executive Summary

1.1. Introduction

1. Mid Ulster is one of the most entrepreneurial regions in Northern Ireland - home to over 9,200¹ locally grown businesses and representing the highest concentration of enterprise outside of Belfast.
2. Almost twice as many people in Mid Ulster are employed in the manufacturing sector than is the case in any other council region, making Mid Ulster the manufacturing centre of Northern Ireland, with key sub-sectors including advanced manufacturing, engineering, agri-food and construction.
3. As a highly progressive and ambitious local authority, Mid Ulster District Council (MUDC) supports its industries with clear priorities established in its Corporate and Economic Development plans. The Council recognises that people and skills are the lifeblood of a thriving business sector, and employability and skills development sit centre-stage in its strategic planning.
4. In 2017 the Council launched the Mid Ulster Skills Forum – an industry-led multi-stakeholder skills collaboration network that was a first of its kind in Northern Ireland. The development & implementation of its Skills Action Plan (Figure 1) led to the Council winning the 2018 NILGA² award for the Best Enterprise Initiative.



Figure 1: Mid Ulster Skills Forum & Skills Action Plan

5. One of the Skills Forum's most celebrated success stories has been the establishment of its highly successful spin-out - MEGA (Manufacturing and Engineering Growth and Advancement).
6. This award-winning collaborative growth network, led by some of the region's most capable industry leaders, has grown from 8 initial companies to a network of almost 65 companies, making it Northern Ireland's largest skills collaboration network, responsible for the creation of over 200 apprenticeships in the last two years.
7. In short, MUDC is no stranger to pioneering innovative approaches to skills development, and it is in this context the Council has launched its Industry led Labour



¹ 9220 businesses registered in Mid Ulster. Source: NISRA. IDBR, 2021.

² Northern Ireland Local Government Association

Market Partnership in October 2021, as part of the Department for Communities' (DfC) Employability NI programme.

1.1.1. Background to the Labour Market Partnership

8. Employability NI (ENI) is DfC's new approach to the design, procurement and implementation of a fresh suite of employability provisions/initiatives to support people into meaningful employment.
9. Labour Market Partnership (LMP) is a key design strand of ENI, building collaborative multi-agency partnerships to:
 - Understand local market needs;
 - Improve employability outcomes;
 - Reduce economic inactivity.
 - Improve local labour market conditions; and
 - Design & deliver targeted interventions.
10. Food for Thought were appointed to assist MUDC with the development of its one-year LMP Action Plan for 2022/23.

1.1.2. Purpose of this document

11. The purpose of this document is to summarise the findings of a strategic review undertaken between October and December 2021, and to set out Mid Ulster LMP's inaugural Action Plan and proposed budget for 2022/23.
12. Subject to approval by the Council and DfC, this Action Plan will be implemented by Council officers and its appointed delivery partners under the oversight of the Mid Ulster LMP.

1.2. Approach to developing the Mid Ulster Labour Market Partnership 2022/23 Action Plan

13. Figure 2 sets out the approach taken to develop the 2022/23 LMP Action Plan.

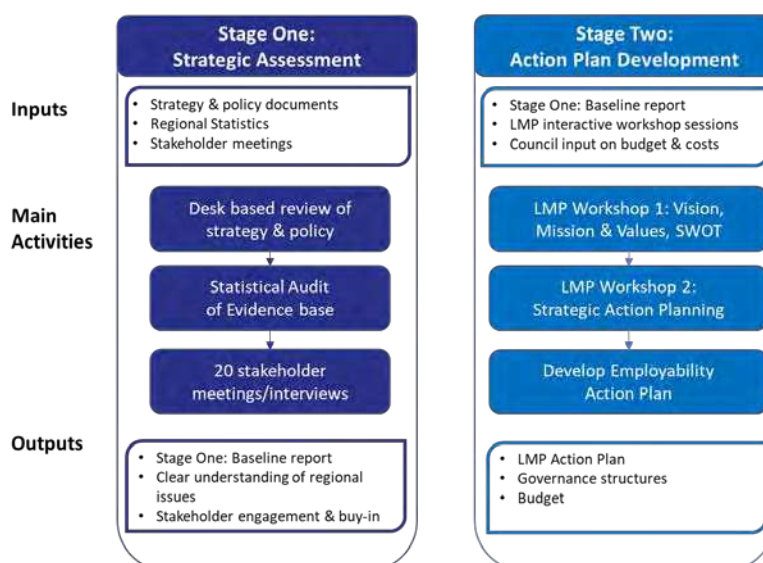


Figure 2: Mid Ulster LMP Action Plan approach

14. The plan has been developed through two key stages:

Stage One: Strategic Assessment – consisting of:

- a desk-based review of existing local and regional strategies and policies;
- a review of the statistical evidence relating to the health of the labour market and nature of economic activity in the Mid Ulster region; and
- a series of interviews with 35 senior leaders representing all relevant key stakeholders with an interest in the labour market and employability issues in the region.

Stage Two: Action Plan Development – building on the findings from Stage One, a series of workshops were held with the Mid Ulster LMP to:

- Understand emerging priorities and key themes;
- Perform a “turn the curve” review on key performance metrics to define relevant interventions that can deliver a positive impact and outcomes; and
- Agree a draft Action Plan and budget for approval.

15. The key outcomes and deliverables from this assessment process are the 2022/23 Action Plan (see Section 6), and the associated 2022/23 LMP budget (See Section 7). A final outcome from the project will be the definition of governing sub-group structures and their associated terms of reference.

1.3. Constitution of the Mid Ulster Labour Market Partnership

16. Building on the success of its original Skills Forum, MUDC has designed its LMP as an industry-led initiative that is inclusive of all relevant government, education, and labour market stakeholders (see Figure 3 below).

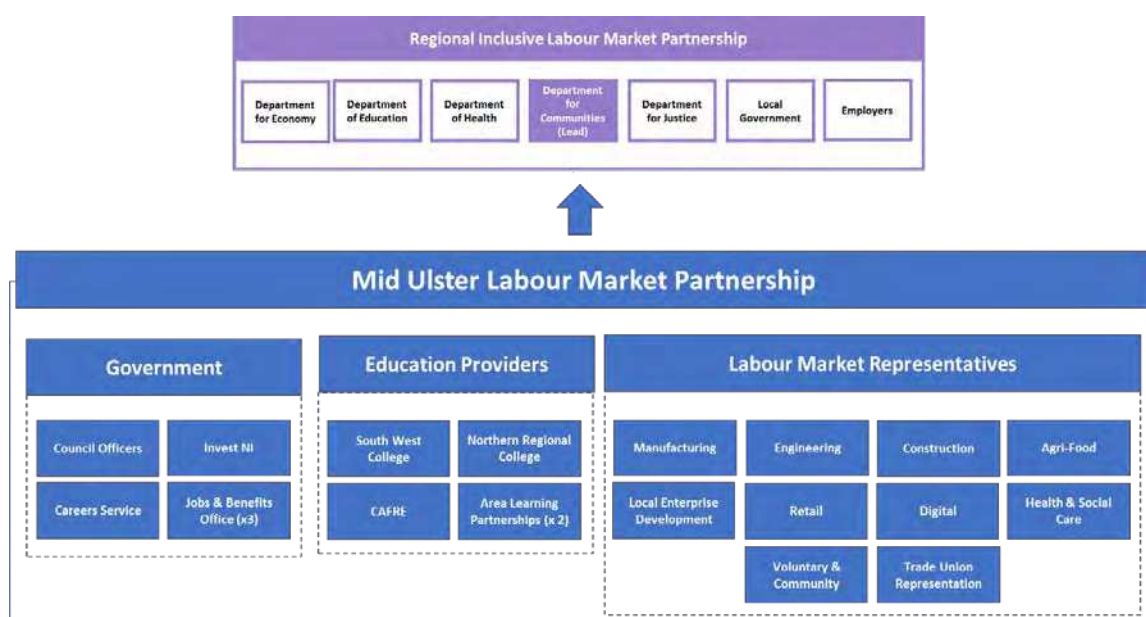


Figure 3: Mid Ulster Labour Market Partnership structure

17. The LMP is chaired and vice-chaired by two prominent industry leaders, and over half of the LMP members consist of representatives from all the major employment sectors in the region.
18. Mid Ulster benefits from a highly accomplished academic sector, and the LMP includes school teacher representation (through the two Area Learning Partnerships), and representation from the Further Education sector, including South West College (SWC), Northern Regional College (NRC), and the College of Agriculture, Food and Rural Enterprise (CAFRE).
19. Government representation includes Council officers from MUDC's economic development and community planning teams, along with representatives from Invest NI, Careers Service, Health & Social Care (H&SC) Trust, Mid Ulster Enterprise Partnership, and DfC's three Jobs and Benefits Offices (JBOs) located in the region.

1.4. Mid Ulster – a hardworking, economically active population

20. Figure 4 below illustrates the profile of Mid Ulster's working age population.

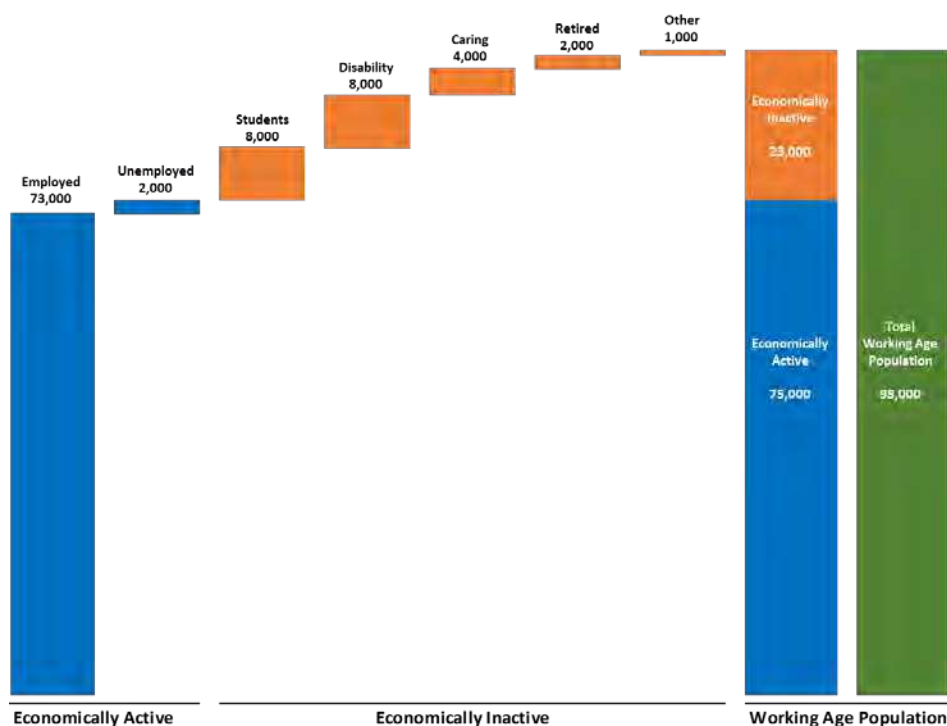


Figure 4: Mid Ulster's Working Age Population Profile

Source: NISRA, Food for Thought bespoke data request, 2020

Economically active

21. Despite the setback from Covid-19, the region continues to have the third highest employment rate in Northern Ireland, with over 75% of the working age population in employment.
22. Unemployment in the district has risen slightly as a result of Covid-19, but overall, the rate remains relatively low at an estimated 2.3%.

Economically inactive

23. 23.4% of the adult working age population are economically inactive, with over a third of that figure relating to the students living in the region (8,000 people).

24. The focus of the 2022/23 LMP Action Plan will be to:
- address the covid-19 related rise in unemployment and job benefit claimants; and
 - focus on the design and trial of new employability initiatives to further improve levels of economic activity and increase the employment pool in Mid Ulster.

1.5. Summary of the 2022/23 LMP Action Plan

25. The Mid Ulster LMP has established an ambitious Action Plan for its inaugural year, requiring a budget of £518,375, of which £468,375 will be funded by DfC, and £50,000 will be funded from a complementary fund offered by the Department for the Economy (DfE) for 2022/23.
26. The LMP Action Plan for 2022/23 is summarised under the three strategic priorities set out below.

Strategic Priority 1	To form and successfully deliver the functions of the local Labour Market Partnership
Key Activities:	SP1.1: Regular LMP meetings scheduled, and sub-structures defined with clear Terms of Reference.
	SP1.2: Management and administrative resource appointed by the Council.
	SP1.3: Externally publish the LMP Action Plan.
	SP1.4: Annual survey of the LMP members to assess knowledge and satisfaction levels.
	SP1.5: Invest in standardised regional statistical reporting to monitor LMP impact (UUEPC).
	SP1.6: PR & Marketing activity to promote the LMP, launch initiatives, and celebrate key achievements via digital and non-digital channels.
	SP1.7: Undertake a construction sector employability and skills review.
	SP1.8: Annual employers survey as a local monitor of skills and labour demand.
	SP1.9: Review the 2022/23 plan, & produce a new Action Plan for 2023/24

Strategic Priority 2	To improve employability outcomes and/or labour market conditions locally
Key Activities:	SP2.1: Appoint a Project Delivery Officer to support employer engagement and LMP programme delivery.
	SP2.2: Sector-focused Employability Academies co-designed between Industry and FE: manufacturing (4); Construction (2); Agri-food (2); H&SC (2); and Hospitality (2).
	SP2.3: HGV academy - support industry supply chains by addressing HGV driver shortages (Category C & E).
	SP2.4: Employer-led Disability Inclusion programme pilot to increase the number of disabled people in paid employment.
	SP2.5: Registered Childminder training academy.
	SP2.6: Mid Ulster Careers & Employability Portal as a key shared resource to resolve the disconnects in the labour market.

Strategic Priority 3	To support delivery of Employability NI
Key Activities:	SP3.1: Map all existing employability and skills interventions available to MUDC employers.
	SP3.2: Improve employer & participant knowledge and access to existing employability and skills services.

2. Findings from the consultation process

2.1. Consultation scope

27. The original consultation plan to engage at least 20 key stakeholders was expanded to include over 30 stakeholder groups to ensure the LMP Action Planning process secured input from a broad range of perspectives from relevant parties with an interest in the labour market and employability issues in the Mid Ulster region. Figure 5 below summarises the stakeholder groups involved.

Extensive stakeholder engagement exercise completed on time in full



Figure 5: LMP stakeholder consultation groups

2.2. Key messages from employers

28. The predominant recurring theme from industry consultation focused on the growing “People Crisis” facing every sector in the region.
29. The main messages from industry confirmed that:
- Large numbers of jobs vacancies currently exist and are not being filled;
 - Businesses are having to decline customer orders due to the lack of people, resulting in a loss of revenue and a negative impact on the region’s productivity; and
 - Service sectors are under severe pressure – Health & Social Care, Hospitality, and Retail are caught in a vicious circle as lower staffing levels creates greater pressure on a reduced workforce, which in turn leads to increased absence and staff turnover.
30. Key contributing factors to these issues relate to:
- Loss of migrant workers – EU exit and changes in the foreign exchange rate has resulted in the loss of over 26% of the EU migrant workforce in Northern Ireland in the years running up to Brexit.³ Moreover, as net emigration continues these resources are not being replaced.
 - Government Job Schemes are not aligned to employer’s needs – for example, JobStart is limited to:

³ Labour Market Force reports

- 16-24 year olds, which are not the dominant age profile within Mid Ulster's economically inactive; and
 - New post vacancies – when Mid Ulster employers are in desperate need to fill existing vacancies.
- Employers feel a lack of support in addressing the people crisis, and consider they are ill-informed as to the status and capabilities of the economically inactive:
 - “We have no engagement with JBOs” – a recent survey of over 60 local Mid Ulster businesses revealed that just 5% of companies said they were satisfied with the level of engagement from JBOs⁴; and
 - Industry representatives consider greater assistance is needed to employ people from backgrounds of long-term economic inactivity or with greater personal support needs. Employer awareness of existing support schemes such as Access to Work, Workable NI and WEP (Work Experience Programme) is low.
- Employers consider there is misalignment between industry needs and education and skills strategies, with employer-held perceptions that:
 - careers advice over-promotes university pathways;
 - alternative career paths are under-promoted, as they conflict with school budget pressures.
- Employers recognise that education and government bodies cannot track the pace of industry change without assistance, and that employers have a responsibility to provide resource and support to those involved in education, careers, and the economically inactive.

2.3. Key messages from employability and skills partners

31. The recurring theme from discussions with those stakeholders responsible for improving skills and employability outcomes focused on a need for Industry to provide clearer and more timely information on the skills needs within the employment sector.
32. Key findings from this stakeholder group conclude that:
 - Employer requirements change at a very fast pace – employers need to provide regular updates on skills demand and in a consistent format;
 - Employers need to invest in resources & digital content that will attract and inspire individuals to take up work;
 - Employers need to provide more meaningful engagement and mentoring to encourage individuals to participate and remain in employment; and
 - Employers need to offer realistic compensation - offering young person/apprentice rates will not attract 16-18 year old people into employment.

⁴ MEGA, Post-Covid strategic action plan, Member's survey – 2021.

2.4. Mapping the labour market landscape

33. Having completed the consultation exercise, it is apparent that a number of disconnects exist between the major stakeholders that will need to be addressed if this LMP Action Plan is to be successful.

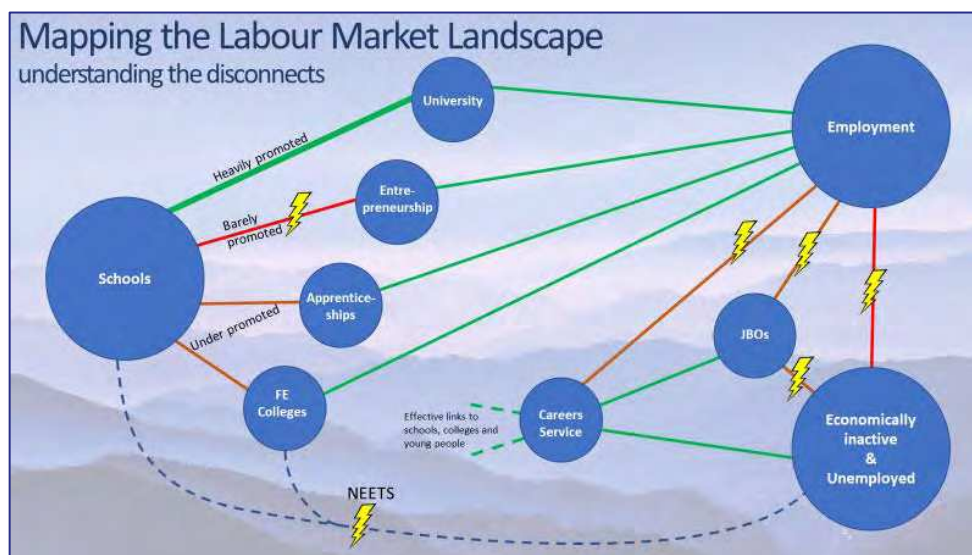


Figure 6: Disconnects in the labour skills and employability market

34. Whilst disconnects may have existed in the past, these have been significantly amplified during the Covid-19 pandemic. Mid Ulster LMP members have identified that improved use of digital technology and online media channels in the form of an online careers and employability portal presents an opportunity to improve information flow and knowledge sharing across all parties engaged in the skills supply chain.

2.5. Summary of key findings from the consultation phase

35. In summary, the consultation phase of the LMP strategic planning process concludes in two key observations:
1. **Address the People Crisis** – the availability of people is a major constraining issue for Mid Ulster’s continued economic growth – the region is facing a people crisis that is already impacting on economic recovery; and
 2. **Improved connectivity and information flow** across the skills and employability supply chain is critical to support more effective collaboration on employability and skills issues.
36. These findings, combined with the outcome of the statistical audit and strategic review have helped shape the proposed LMP Action Plan for 2022/23.

3. Findings from the Statistical Audit

3.1. Overview of Mid Ulster

37. Mid Ulster is one the most entrepreneurial regions in Northern Ireland - home to over 9,200⁵ locally grown businesses and representing the highest concentration of enterprise outside of Belfast.
38. Almost twice as many people in Mid Ulster are employed in the manufacturing sector than is the case in any other council region⁶, making Mid Ulster the manufacturing centre of Northern Ireland, with key sub-sectors including advanced manufacturing, engineering, agri-food and construction.
39. This concentration of high growth manufacturing businesses has resulted in Mid Ulster experiencing the fastest pace of employee job creation of any council area in Northern Ireland, growing at 23.3% (11,384 new jobs) between 2014 and 2019 compared to a total Northern Ireland growth rate of 10.9%⁷.
40. Figure 7 illustrates that job creation growth continued year on year for over ten consecutive years until the Covid-19 pandemic hit in early 2020.



Figure 7: Mid Ulster Job Creation. Covid-19 has broken 10 consecutive years of growth

Source: NISRA, NI Business Register and Employment Survey

⁵ 9220 businesses registered in Mid Ulster. Source: NISRA. IDBR, 2021.

⁶ NISRA, Labour Force Survey, 2020

⁷ NISRA, NI Business Register and Employment Survey

3.2. Profile of the Mid Ulster working population

3.2.1. Mid Ulster – a hardworking, economically active population

41. Figure 8 below illustrates the profile of the Mid Ulster working age population.

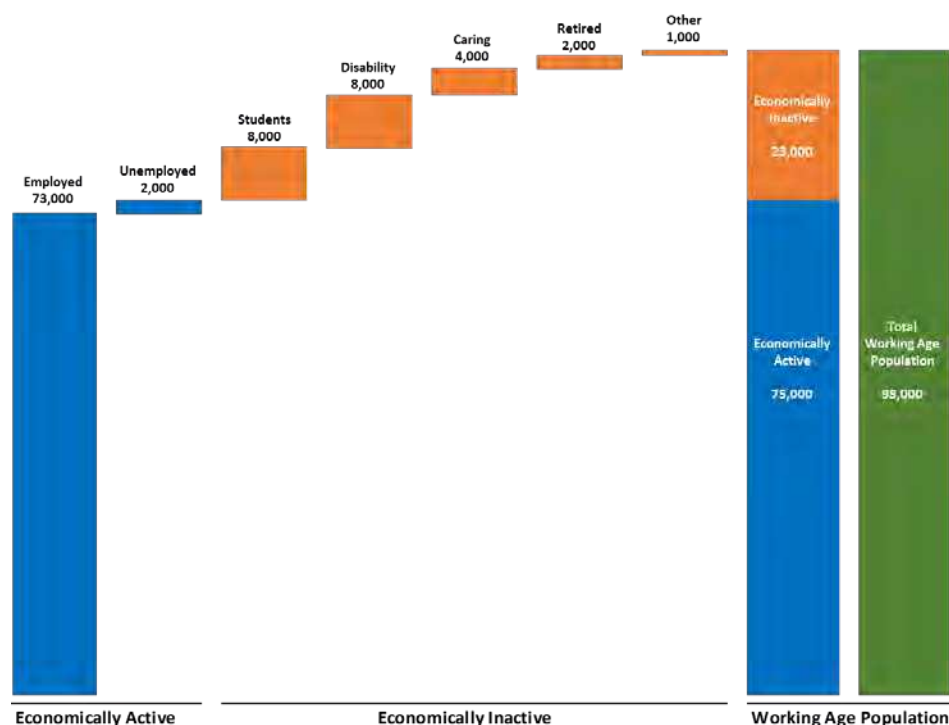


Figure 8: Mid Ulster's Working Age Population Profile

Source: NISRA, Food for Thought bespoke data request, 2020

Economically active

42. Despite the set-back from Covid-19, the region continues to have the third highest employment rate in Northern Ireland, with over 75% of the working population in employment.
43. Unemployment in the district has risen slightly due to Covid, but overall the rate remains relatively low at an estimated 2.3%.

Economically inactive

44. 23.4% of the adult working age population are economically inactive, with over a third of that figure relating to the students living in the region (8,000 people).
45. Adjusted for students, the economic inactivity rate is just 15.3%, with the main drivers being:
- Health issues and disability – 8.2% (estimated 8,000 people);
 - Family caring commitments – 4.1% (estimated 4,000 people); and
 - Retired & other reasons – 3.0% (estimated 3,000 people).

3.3. Job claimants

46. As with other Council regions, Covid-19 caused a significant spike in job benefit claimant numbers in early 2020, when the claimant numbers rose from a pre-Covid baseline of 1,555 claimants to a peak of 4,120 in May 2020.

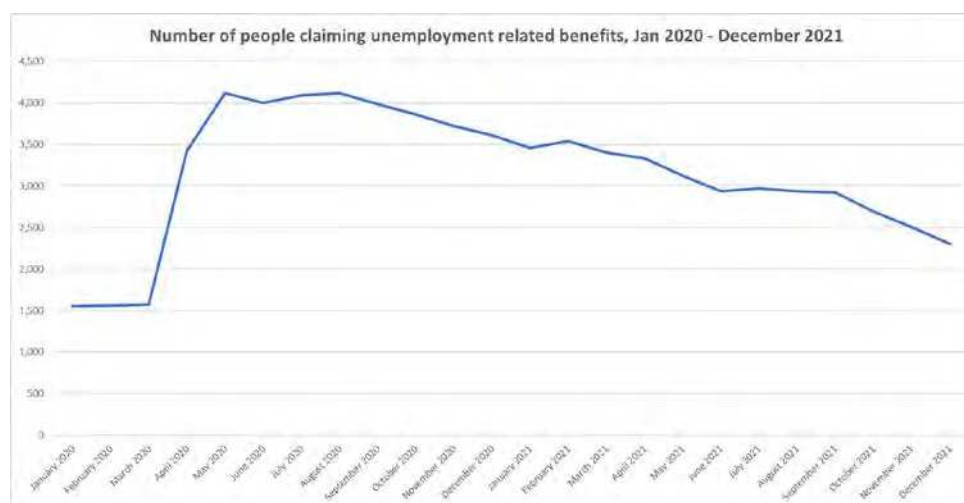


Figure 9: Mid Ulster Job Claimant numbers

Source: NISRA, Claimant Count Monthly Data

47. Despite industry making a rapid recovery from the disruption caused by Covid-19, the job claimant numbers have remained persistently high. The ending of the Furlough scheme in September 2021 had no negative impact on employment and claimant numbers have continued to fall on a gradual basis.
48. It was noted during the consultation phase that one of the main contributing factors to the slow reduction in job claimant numbers has been removal of the enforcement of Universal Credit conditionality requirements. JBOs have been unable to use normal enforcement processes to encourage claimants to re-engage with employment, and although conditionality requirements were recently reintroduced in December 2021, it is understood that full enforcement has not yet recommenced.
49. As a result, the job claimant levels reported for December 2021 remain 48% above pre-covid levels (750 people) This persistently elevated job claimant number makes little sense in the context of a labour market that is struggling to fill vacancies. The Mid Ulster LMP has identified this issue as a priority focus point for its 2022/23 Action Plan.

3.4. Qualification achievements

50. Historically, Mid Ulster has consistently ranked as the Council region with the highest percentage of its residents having no formal qualifications.
51. However, as shown in Figure 10 overleaf, over the past five years the region has made significant progress, rising from a persistent ranking of being the Council with the highest percentage of working age residents with no qualifications, to an improved mid-table position of 7th place.

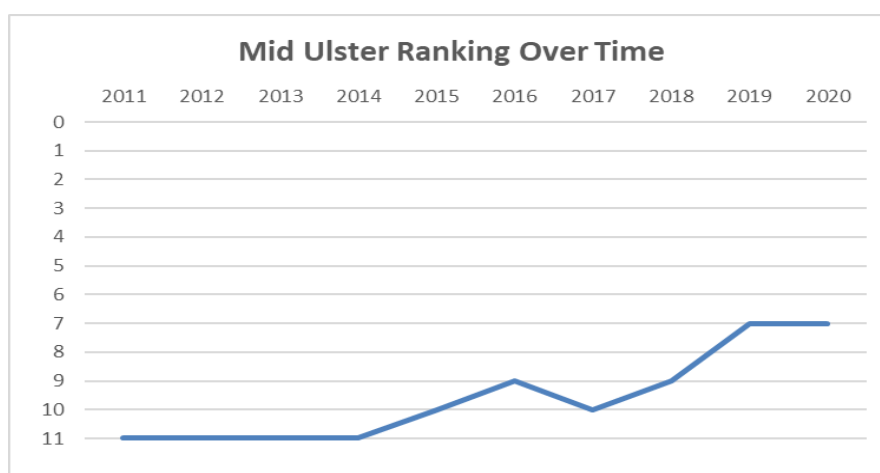


Figure 10: Mid Ulster Council District ranking for % no qualifications

Source: NISRA, Labour Force Survey, 2020 & Food for Thought analysis

52. This improvement is considered to be due to two main factors:
- the retirement of older workers who tend to have lower levels of formal qualifications having been educated in an era when many left school without sitting examinations; and
 - an upward trend in educational participation among young people, combined with the success of many of the support programmes now in place to ensure adults have the opportunity to acquire qualified skills.
53. Whilst Mid Ulster continues to have a relatively high proportion of adults with no qualifications at just over 13% of the population, this does not mean the workforce is unskilled and Mid Ulster's economic activity rate is better than might otherwise be expected owing to the strength of the manufacturing sector and the entrepreneurial business activity in the region.

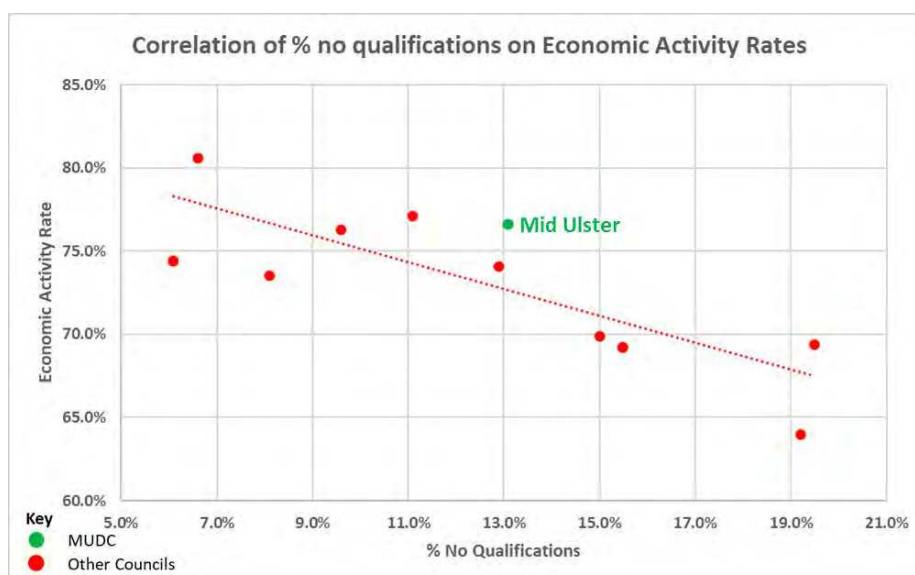


Figure 11: Correlation of economic activity and % no qualifications

Source: NISRA, Labour Force Survey, 2020

3.5. Economic inactivity

3.5.1. Trends in economic inactivity over time

54. Figure 12 below shows the proportion of economically inactive residents in Mid Ulster had been showing signs of modest improvement in the years prior to the Covid-19 pandemic.

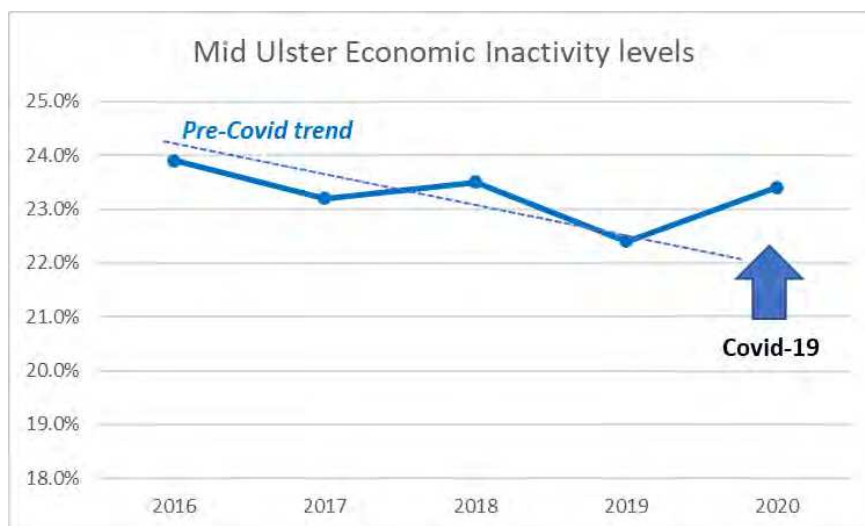


Figure 12: Mid Ulster economic inactivity rates

Source: NISRA, Labour Force Survey

55. However, Covid-19 has interrupted that trend, causing a 1% increase in economic activity (from 22.4% to 23.4%) - the equivalent of a year-on-year increase of 4%.
56. That said, Mid Ulster continues to rank as the third most economically active region in the province with economic inactivity some 3.6% below the Northern Ireland average.

	2016	2017	2018	2019	2020	numbers
Lisburn and Castlereagh	20.2%	22.3%	21.1%	17.4%	19.4%	18,000
Newry, Mourne and Down	24.3%	31.5%	31.0%	24.4%	22.9%	26,000
Mid Ulster	23.9%	23.2%	23.5%	22.4%	23.4%	23,000
Antrim and Newtownabbey	19.5%	19.5%	19.9%	20.6%	23.7%	21,000
Mid and East Antrim	23.9%	26.2%	25.5%	23.9%	25.6%	20,000
Armagh City, Banbridge and Craigavon	25.4%	24.9%	22.9%	25.7%	25.9%	34,000
Ards and North Down	22.5%	22.0%	25.5%	25.3%	26.5%	25,000
Belfast	26.1%	30.6%	32.7%	30.5%	30.1%	66,000
Causeway Coast and Glens	34.0%	33.8%	29.3%	29.9%	30.6%	26,000
Fermanagh and Omagh	29.7%	30.1%	27.0%	33.1%	30.8%	22,000
Derry City and Strabane	37.6%	36.9%	34.1%	30.4%	36.0%	34,000
NI	26.0%	27.6%	27.2%	26.2%	27.0%	314,000

Source: NISRA

57. This presents an interesting challenge for the Mid Ulster LMP. With some of the lowest rates in the province for unemployment and economic inactivity, novel solutions will be needed to safeguard and improve on what is a relatively strong starting position.

3.5.2. Age profile of the economically inactive (excluding students)

58. Figure 13 below shows the age profile of the economically inactive in Mid Ulster.

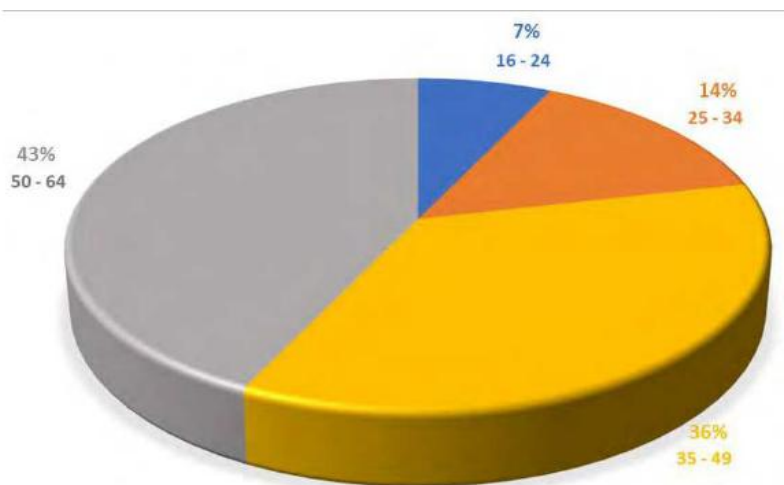


Figure 13: Age Profile of Mid Ulster's economically inactive (excluding students)⁸

Source: NISRA, Labour Market Status, 2020

59. Adjusted for students, 7% of Mid-Ulster's economically inactive are aged 16-24. This represents an estimated 1,000 young people – an important cohort of particular interest to the LMP Action Plan as there are long term benefits to be gained from interventions that engage this population at an early stage in an effort to reduce the economic inactivity trends in the longer term.
60. Half of Mid-Ulster's economically inactive are in the prime working age group of 25 to 49 (7,500 people). A high proportion of this category are likely to be constrained by caring commitments with dependent children or the elderly, with the balance mainly constrained by health related issues.
61. Just over 40% (6,500) of Mid Ulster's economically inactive are aged 50+. It is known from separate analysis that 2,000 of these residents are retired, and as such are less likely to be attracted back to the workplace. Of the remaining 4,500, whilst there will be many reasons for inactivity, it is probable that a higher proportion of these people will make up some of the estimated 8,000 Mid Ulster residents registered as economically inactive due to disability and ill-health.
62. As the LMP considers its plans to address economic inactivity, gaining improved insight into the profile of the people involved will be critical to the design of interventions targeted at specific population groups.

⁸ The 16 – 24 age group consists of 9,000 economically inactive – this has been adjusted based on a general assumption that the region's 8,000 students are all in that age bracket. In reality that will not be the case and makes no allowance for mature students, but for discussion purposes the difference is not likely to be material.

3.6. Economic Activity Gender Gap

63. In recent times, female economic activity in Mid Ulster has shown a declining trend. The gender gap had shown some improvement in 2018 and 2019, but this was mainly driven by a decline in male economic activity in the same period.
64. As Figure 14 shows, the gender gap has significantly widened in 2020 due to a slight improvement in male economic activity whilst at the same time there has been a significant decrease in female economic activity. The net effect of these changes has opened an almost 15% gap in economic inactivity between males and females in the region. This is possibly as a result of unequal shouldering of responsibility for increased childcare requirements arising from Covid-19 lock-downs and home schooling, and shielding of vulnerable at-risk citizens with underlying health issues.

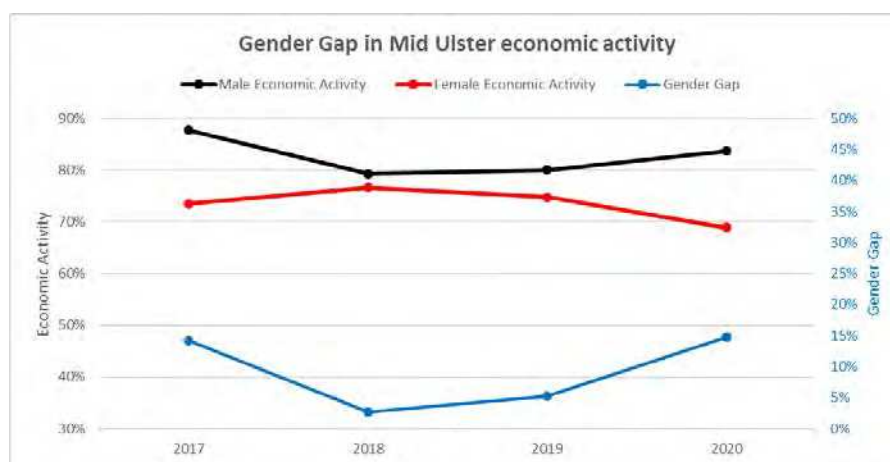


Figure 14: Mid Ulster's growing economic inactivity gender gap

Source: NISRA, Labour Force Annual Report

65. The 2022/23 Action Plan may present an opportunity for the Mid Ulster LMP to encourage women to return to work, either through targeted recruitment to interventions that will support a return to work (e.g., sectoral academies), or by encouraging an improved provision of childcare in the region.

3.7. Disability Employment Gap

66. This review has conducted an analysis of the Disability Employment Gap (DEG) across the eleven council regions – calculated as the difference in employment rates for those individuals with a recorded disability, compared to those with none.
67. Figure 15 overleaf shows this to be Mid Ulster's worst performing statistic, having the largest Disability Employment Gap of any region at 50.1%.

	Employment rate		Disability Employment Gap
	People with disabilities	People without disabilities	
Newry Mourne And Down	46.9%	80.6%	33.7%
Causeway Coast And Glens	40.9%	76.6%	35.7%
Mid And East Antrim	43.6%	79.9%	36.3%
Antrim And Newtownabbey	45.5%	82.0%	36.5%
Ards And North Down	43.1%	80.5%	37.4%
Lisburn And Castlereagh	46.3%	86.5%	40.2%
Fermanagh And Omagh	34.8%	76.3%	41.5%
Derry City And Strabane	33.8%	75.7%	41.9%
Belfast	32.7%	78.9%	46.2%
Armagh City Banbridge And Craigavon	35.6%	83.3%	47.7%
Mid Ulster	31.7%	81.8%	50.1%
Northern Ireland	38.1%	80.3%	42.2%
UK			27.9%

Figure 15: Mid Ulster's disability employment gap

Source: NISRA, Labour Market Status, 2020 & Food for Thought Analysis

68. An opportunity clearly exists for Mid Ulster to improve on this statistic, and there may be merit in collaborating with a higher performing Council region to benefit from any lessons that may be learned from successful interventions elsewhere. As a neighbouring Council region that shares access to NRC as a Further Education partner, Mid & East Antrim (the third best performing Council region in this field) may present a logical choice as a collaboration partner.

3.7.1. De-bunking manufacturing as a potential driver for DEG

69. Given that Mid Ulster employs almost twice as many people in the manufacturing sector than any other council region, an analysis was made to check for any correlation between the size of the manufacturing labour market (as potentially a more physically demanding / hazardous employment sector), and the disability employment gap.
70. On first review, figure 16a would indicate a strong correlation between the percentage of the workforce employed in manufacturing and the size of the Council region's disability gap

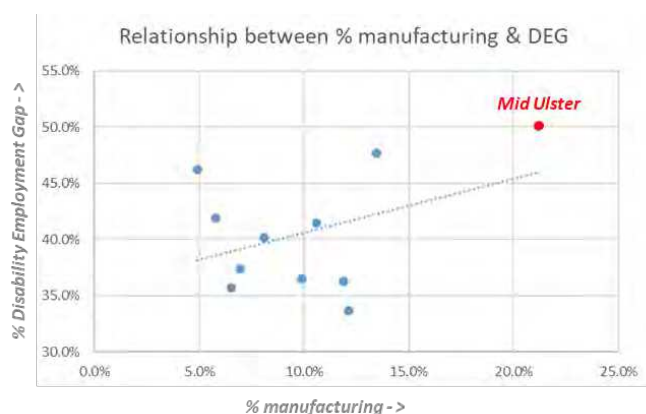


Figure 16a: % Manufacturing & DEG

16a & 16b. Source: NISRA BRES & NISRA Labour Market Status, with Food for Thought analysis

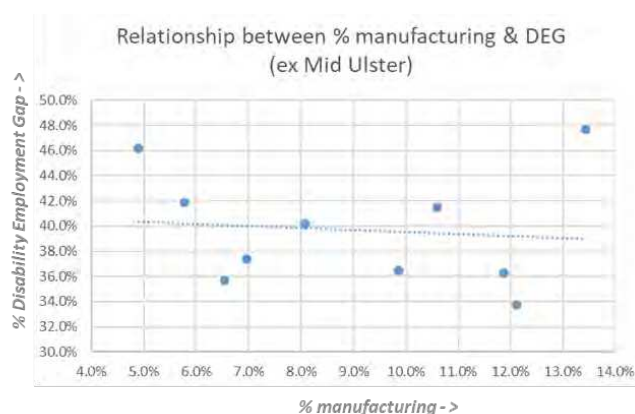


Figure 16b: % Manufacturing (Excluding Mid Ulster) & DEG

71. However, as Mid Ulster has both the highest percentage of its workforce employed in manufacturing, and also the highest Disability Employment Gap, Mid Ulster creates an outlying anomaly, which when removed would indicate there is no significant correlation between % manufacturing and the Disability Employment Gap (Figure 16b).

4. Summary of findings from the strategic assessment

4.1. Introduction

Labour market demand

72. Covid-19 has had a profound health and socio-economic impact on society over the past two years, and EU exit has simultaneously exerted additional stress factors, with Northern Ireland having lost at least 26% of its EU migrant workforce in the years running up to Brexit.⁹ Moreover, as net emigration continues these resources are not being replaced.
73. Access to people is now considered to be the single biggest threat to economic recovery. The effects are felt in virtually every sector, and the impact is immediately apparent in Mid Ulster. In the course of this consultation several sectors report ***they are already turning down customer orders*** or are at risk of not being able to fulfil customer orders in the future.
74. Left unchecked, the low availability of people and skills in the region may mean the next few years will prove challenging for many businesses in Mid Ulster. As a consequence the region is at risk of not realising its full economic potential, or in a worst-case scenario may face a further reduction in economic activity due to business relocation, scale-back, or closure if labour and skills availability issues cannot be addressed.

Employability and skills supply

75. Mid Ulster unemployment is currently low, but Covid-19 has had an impact and there are an additional 750 people on job benefit support compared to pre-Covid levels. Economic inactivity has also increased by 1% equating to almost 1,000 additional people no longer actively contributing to the economy. Interventions are necessary to “turn the curve” on these statistics if Mid Ulster is to course-correct towards positive economic recovery and growth.

4.2. Focusing on strategic outcomes

76. As a key strand in the delivery of Employability (NI), the aim of the Labour Market Partnership is to help improve employability outcomes and labour market conditions locally by working to develop relevant interventions that will impact on a number of relevant Programme for Government outcomes, including:
- Outcome 3: ‘We have a more equal society’
 - Outcome 6: ‘We have more people working in better jobs’
 - Outcome 8: ‘We care for others and help those in need’
77. The Mid Ulster LMP Action Plan for 2022/23 has been defined using an Outcomes Based Approach to deliver against these strategic goals.

⁹ Labour Market Force reports

4.3. Mid Ulster LMP SWOT analysis

78. The SWOT analysis below summarises the findings from the Mid Ulster LMP strategic review.

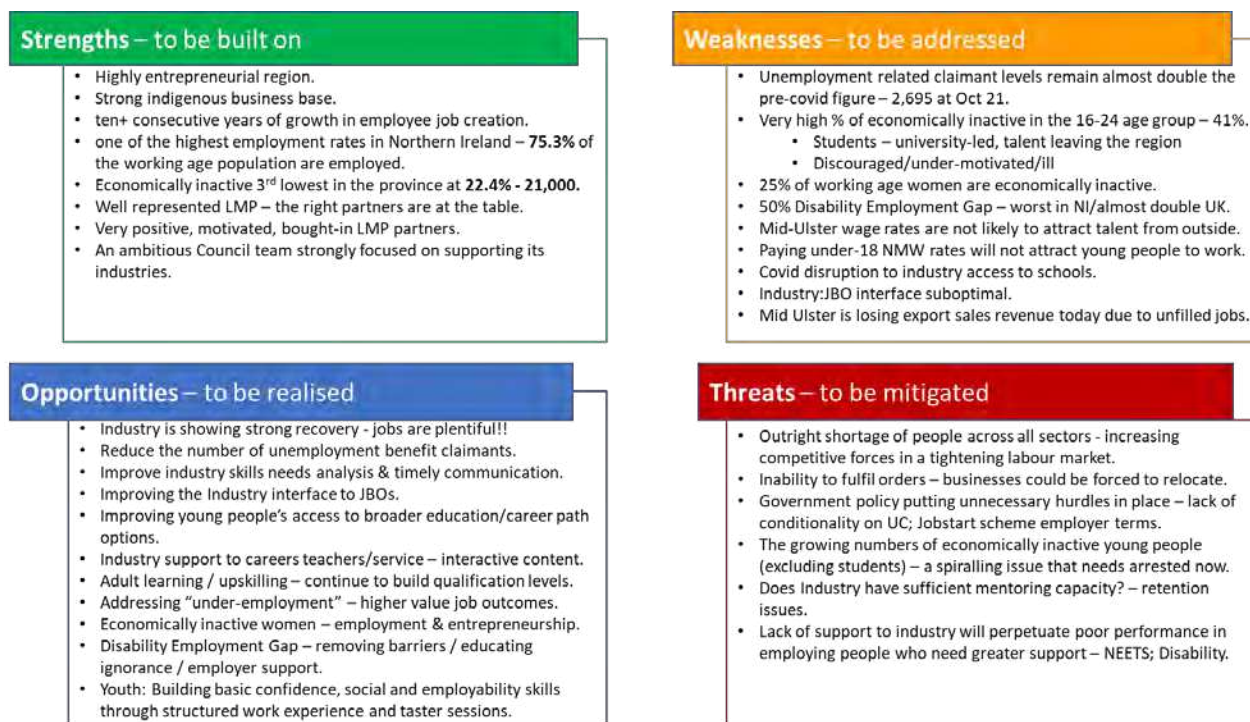


Figure 17: Mid Ulster LMP SWOT analysis

79. The 2022/23 Action Plan will focus on the development of interventions that meet the key findings summarised in the SWOT, whilst at the same time:

- avoiding duplication or overlap with existing local or regional initiatives;
- ensuring the need for any initiative is well evidenced;
- clearly defining how success will be measured;
- developing a plan that makes best utility of a finite budget across a very diverse LMP stakeholder group;
- ensuring the plan can be delivered in a year; and
- Ensuring the plan focuses on well-invested initiatives that target a select number of priority groups, with an expectation that other groups can be the focus of investment in Action Plans to follow in the future.

80. Mid Ulster LMP’s strategic priorities and key themes for 2022-23 are summarised in Figure 18 overleaf.

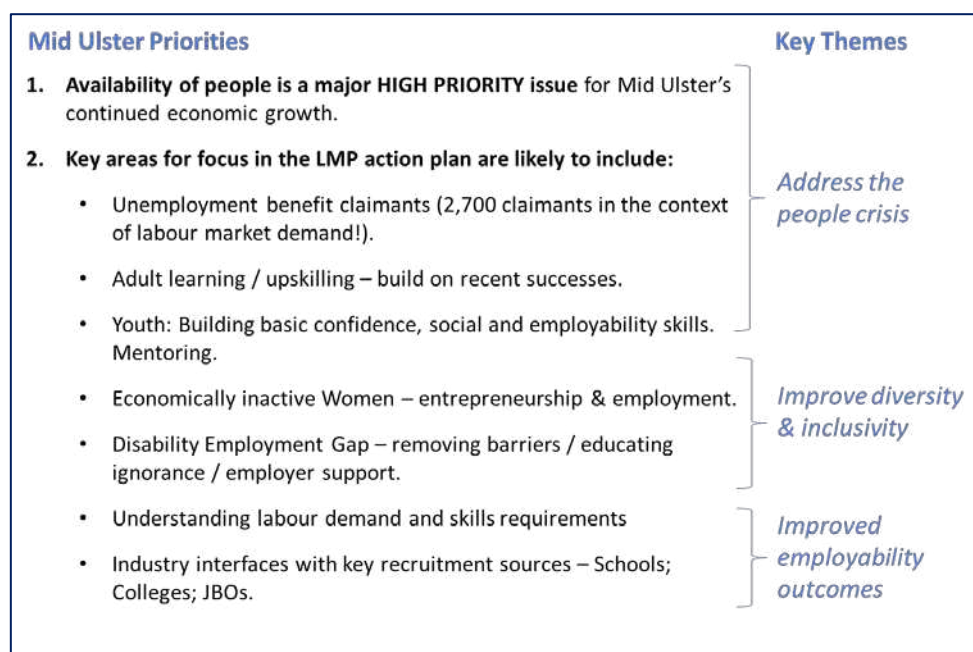


Figure 18: Mid Ulster LMP's strategic priorities and key themes for 2022/23

4.4. Defining the interventions - turning the curve

81. An outcome-based approach has been used to address the following local priorities in 2022/23. **To Note:** with reference to the Turning the Curve exercises, the term “Now” refers to the assessment of the most recently available data made at the time of the review.

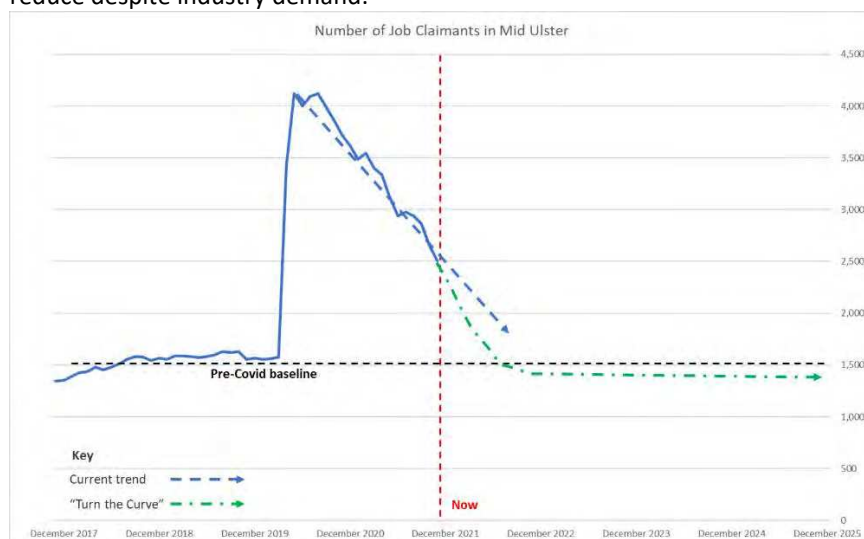
4.4.1. Turning the curve: Addressing the people crisis constraining Mid Ulster's economic recovery

82. The Mid Ulster labour market urgently needs to reverse the increase in job claimants arising from Covid-19.

1/ Understanding the baseline.

Indicator: # Job Claimants

Covid-19 caused a spike in job claimant numbers, which has been slow to reduce despite industry demand.



2/What factors are causing the problem?

- UC conditionality has not been enforced due to a Covid-19 easement policy.
- Reduced engagement with claimants.
- Disconnects in the labour market.
- Covid-19 causing people to re-evaluate priorities.

3/ What can be done?

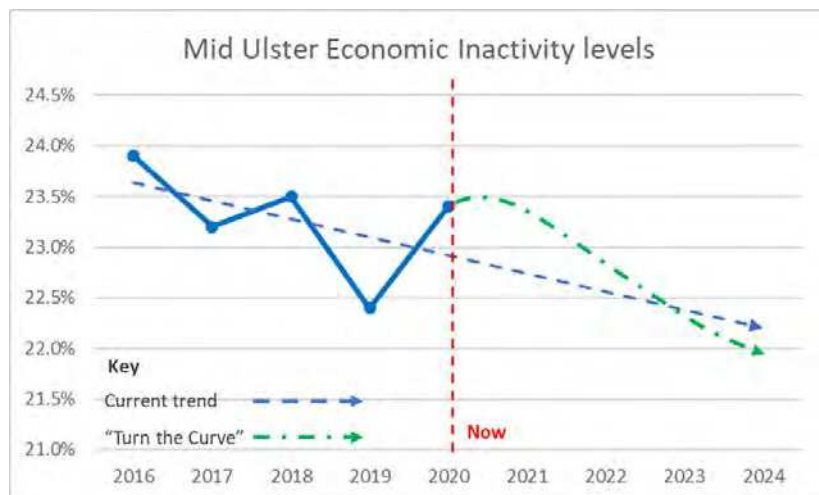
- Enforce Universal Credit conditionality requirements.
- Sector focused employability academies to re-engage people in work.
- HGV academies to upskill.
- Sectoral specific deep-dive reviews.
- Development of improved access to careers and employability information.

4/ How do we measure success?

- Reduction in # job claimants

1/ Understanding the baseline.**Indicator: % economic inactivity**

The Mid Ulster region experienced a steady reduction in economic inactivity between 2016 – 2019 as the region benefited from a period of sustained economic growth. Covid-19 interrupted that trend, causing a spike in economic inactivity in 2020.



Historical source: NISRA, Labour Force Survey

2/What factors are causing the problem?

- Covid-19 has caused:
 - An impact on quality of life – increased stress, anxiety, long-covid, and other health issues.
 - increases in caring responsibilities (shielding, home school).
 - people re-evaluating life priorities possibly encouraging retirements.

3/ What can be done?

- Sector focused employability academies to encourage people to return to work.
- Development of improved access to careers and employability information.

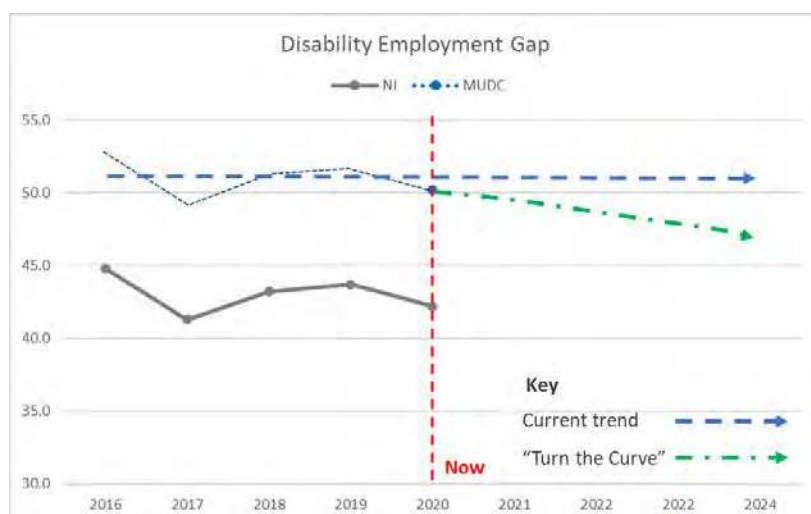
4/ How do we measure success?

- Improvement in % economic inactivity rates (excluding students).

4.4.2. Turning the curve: Improving diversity & inclusivity**1/ Understanding the baseline.****Indicator: % Disability Employment Gap (DEG)**

Mid Ulster has the highest disability employment gap of any Council region in Northern Ireland.

2020 was the first year in which LGD-level information was made available by NISRA and showed Mid Ulster significantly higher than the NI average. For illustration purposes the graph below shows an indicative historic Mid Ulster trend assuming this has followed the NI trend overall.



Historical source: NISRA, Labour Market Status

2/What factors are causing the problem?

- Covid-19 has caused an impact on quality of life – increased stress, anxiety, long-covid, and other health issues.
- Underlying employability issues for those individuals with long-term life-long health needs.
- Employer misperceptions and a poor understanding of available support mechanisms.

3/ What can be done?

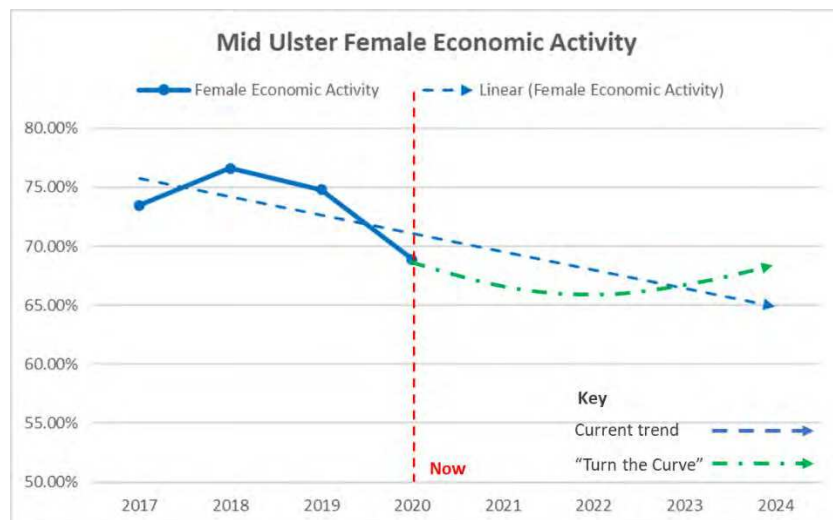
- Engage employers on an employer-led disability employment programme.
- Engage sectoral expertise to educate employers on the existing supports available to business.
- Develop case studies and promote improved employer action to deliver a more equal society and help those in need.

4/ How do we measure success?

- Reduction in the % disability employment gap.

1/ Understanding the baseline.**Indicator: % female economic activity**

Mid Ulster has a growing gender gap in economic activity, which is being driven by a steady decline in female economic activity levels with an almost 8% drop in female activity compared to a near 5% growth in male economic activity over the same period.

**2/What factors are causing the problem?**

- Covid-19 has caused an increase in caring responsibilities (shielding, home school).
- This may have led to a disproportionate impact on female economic activity - unequal distribution of caring responsibilities across genders.

3/ What can be done?

- Sector focused employability academies to encourage women to reskill and return to work.
- Female focused employability programmes.
- Female entrepreneurship programmes.
- Improved access to childcare.

4/ How do we measure success?

- Improvement in % female economic activity rate.

4.5. Developing a feasible 2022/23 Action Plan

83. In developing the 2022/23 Action Plan, the Mid Ulster LMP acknowledges the need to focus on the delivery of a discrete number of high-priority initiatives that are realistic and achievable in an inaugural year in which resources need to be appointed to new posts, and the LMP governance structures and sub-groups have to form and develop effective working relationships.
84. In this context, not all initiatives identified in the course of the strategic review have been taken through into the 2022/23 Action Plan, and a number of ideas will be reserved for the development of future Action Plans.

5. Mid Ulster LMP 2022/23 Action Plan

5.1. Alignment to strategic priorities

85. The Mid Ulster LMP Action Plan has been designed to align with the Strategic Priorities (SPs) defined by DfC in the development of the LMP programme, namely:
- **Strategic Priority 1** – To form and successfully deliver the functions of the local Labour Market Partnership for the area - actions & associated costs relating to the formation and administration of the LMP, and its ability to determine future labour market needs;
 - **Strategic Priority 2** – To improve employability outcomes and/or labour market conditions locally - Local initiatives to “turn the curve” and address specific points of need as identified in this strategic review; and
 - **Strategic Priority 3** – To support delivery of Employability NI - actions that can support the more effective delivery of Employability NI e.g., promotion and referral to existing regional initiatives.
86. A range of indicators have been selected to assess delivery under each of these strategic priorities.

5.2. Baseline information

87. The Mid Ulster LMP will impact on the following set of indicators from the baseline position stated below.

Strategic Priorities	Indicators to which Local LMP makes a contribution (Source)	2021/22 Baseline										
Strategic Priority 1: To form and successfully deliver the functions of the local Labour Market Partnership for the area	LMP delivery & development Indicator: % LMP members who feel supported in their role (LMP).	0%.										
	Future Skills Needs Indicator: % LMP members better informed (LMP).	0%.										
Strategic Priority 2: To improve employability outcomes and/or labour market conditions locally	Address the People Crisis: Indicator: # Job claimant numbers	MUDC Job benefit claimants as at November: (NINIS). <table><tr><td>2017</td><td>1,345</td></tr><tr><td>2018</td><td>1,545</td></tr><tr><td>2019</td><td>1,555</td></tr><tr><td>2020</td><td>3,725</td></tr><tr><td>2021</td><td>2,505</td></tr></table>	2017	1,345	2018	1,545	2019	1,555	2020	3,725	2021	2,505
	2017	1,345										
2018	1,545											
2019	1,555											
2020	3,725											
2021	2,505											
	Indicator: % Economic inactivity	MUDC economic inactivity rate: (table 1.1d, Labour Market Status 2020) <table><tr><td>2016</td><td>23.9%</td></tr><tr><td>2017</td><td>23.2%</td></tr><tr><td>2018</td><td>23.5%</td></tr><tr><td>2019</td><td>22.4%</td></tr><tr><td>2020</td><td>23.4%</td></tr></table>	2016	23.9%	2017	23.2%	2018	23.5%	2019	22.4%	2020	23.4%
2016	23.9%											
2017	23.2%											
2018	23.5%											
2019	22.4%											
2020	23.4%											

Strategic Priorities	Indicators to which Local LMP makes a contribution (Source)	2021/22 Baseline										
	Improving diversity & inclusivity:											
	Indicator: % Disability Employment Gap	MUDC % DEG: (table 1.11a, Labour Market Status)										
		<table><tr><td>2016</td><td>Data not available</td></tr><tr><td>2017</td><td>Data not available</td></tr><tr><td>2018</td><td>Data not available</td></tr><tr><td>2019</td><td>Data not available</td></tr><tr><td>2020</td><td>50.1%</td></tr></table>	2016	Data not available	2017	Data not available	2018	Data not available	2019	Data not available	2020	50.1%
	2016	Data not available										
2017	Data not available											
2018	Data not available											
2019	Data not available											
2020	50.1%											
	Indicator: % Female Economic Activity	MUDC female economic activity. (table 1.3d, Labour Market Status)										
		<table><tr><td>2016</td><td>Data not available</td></tr><tr><td>2017</td><td>73.5%</td></tr><tr><td>2018</td><td>76.6%</td></tr><tr><td>2019</td><td>74.8%</td></tr><tr><td>2020</td><td>68.9%</td></tr></table>	2016	Data not available	2017	73.5%	2018	76.6%	2019	74.8%	2020	68.9%
2016	Data not available											
2017	73.5%											
2018	76.6%											
2019	74.8%											
2020	68.9%											
	Improve employability outcomes:											
	Indicator: # work placements & job posts filled via online portal.	Nil										
Strategic Priority 3: To support delivery of Employability NI	Build understanding & promote uptake of existing schemes.											
	Indicator: # referrals to Employability NI programmes	Nil										

6. Action Plan

Strategic Priority 1: To form and successfully deliver the functions of the local Labour Market Partnership for the area							
Indicators: % LMP members who feel supported in their role (LMP). % LMP members better informed (LMP)							
Theme	Aim & Description	Key Activities	Start	End	Resource or cost	Performance Measures	Reporting Quarter
LMP delivery & development	<p>Effective delivery of the LMP Action Plan through the formation of the LMP, and the sub-groups to oversee the 2022/23 Action Plan.</p> <p>Ensure the LMP is the single regional structure responsible for coordinating all employability and labour market initiatives in Mid Ulster.</p>	<p>SPI.1: Regular LMP meetings scheduled, and sub-structures defined with clear Terms of Reference.</p> <p>SPI.2: Management and administrative resource appointed by the Council.</p> <p>SPI.3: Publish the LMP Action Plan and communicate the strategy to local employers and third party stakeholders.</p> <p>SPI.4: Undertake an annual survey of the LMP members to assess the extent to which they feel supported in their role.</p>	April 2022	Mar 2023	<p>Staff Resource + SPI.1: £2,000 venue & catering costs.</p> <p>SPI.3: £1,700 publication costs.</p>	<p>How much did we do?</p> <ul style="list-style-type: none"> • 6 x LMP meetings. • 3 x sub-group meetings. • 1 x published 2023 plan. • 1 LMP annual review. <p>How well did we do it?</p> <ul style="list-style-type: none"> • 80% attendance at LMP meetings. <p>Is anyone better off?</p> <ul style="list-style-type: none"> • 80% LMP members feel supported in role. 	1,2,3,4
	LMP to monitor trends in key regional economic performance indicators to determine whether LMP actions are having a positive impact.	SPI.5: Invest in standardised regional statistical reporting to monitor LMP impact (UUEPC datasets).	June 2022	Mar 2023	Staff Resource + SPI.5: £10,000 UUEPC costs.	<p>How much did we do?</p> <ul style="list-style-type: none"> • LMP provided with 2 statistical updates/year. <p>How well did we do it?</p> <ul style="list-style-type: none"> • 100% statistical updates provided on time to better inform LMP members <p>Is anyone better off?</p> <ul style="list-style-type: none"> • 80% LMP members feel supported in role. 	2,4

Strategic Priority 1: To form and successfully deliver the functions of the local Labour Market Partnership for the area

Indicators: % LMP members who feel supported in their role (LMP).
% LMP members better informed (LMP)

Theme	Aim & Description	Key Activities	Start	End	Resource or cost	Performance Measures	Reporting Quarter
	Increase public knowledge of the LMP through comprehensive and robust PR and Marketing campaigns (via both digital and non-digital platforms).	SPI.6: PR & Marketing activity to promote the LMP, launch initiatives, and celebrate key achievements via digital and non-digital channels.	April 2022	Mar 2023	Staff Resource + SPI.6: £5,000 Marketing & PR.	How much did we do? <ul style="list-style-type: none"> • 1 PR and marketing campaign How well did we do it? <ul style="list-style-type: none"> • 60% of participants on LMP programmes heard about the programmes via the PR and marketing campaign. Is anyone better off? <ul style="list-style-type: none"> • 60% of participants on LMP programmes who otherwise would not have been other than having heard through the PR & marketing.. 	1,2,3,4
Future Skills Needs	Undertake a construction sector specific review to identify and inform current and future employability and skills supply versus employer demand to which future employability initiatives can be targeted.	SPI.7: Undertake a construction sector employability and skills review. <ul style="list-style-type: none"> • Engage at least 6 construction companies to assess the people and skills challenges facing that sector. • Collaborate with Education, Careers & JBOs to develop a sector-specific action plan that will feed into future LMP Action Plans. 	Sept 2022	Jan 2023	Staff Resource + SPI.7: £15,000 Ext. consulting.	How much did we do? <ul style="list-style-type: none"> • 1 x Sector skills review How well did we do it? <ul style="list-style-type: none"> • 100% complete on time to inform the next strategic planning period. Is anyone better off?	3,4

Strategic Priority 1: To form and successfully deliver the functions of the local Labour Market Partnership for the area

Indicators: % LMP members who feel supported in their role (LMP).
% LMP members better informed (LMP)

Theme	Aim & Description	Key Activities	Start	End	Resource or cost	Performance Measures	Reporting Quarter
						<ul style="list-style-type: none"> 80% LMP members better informed. 	
	An annual survey of employers will be undertaken to understand and inform education partners on skills demand, vacancies & future expected growth.	<p>SPI.8: Annual employers survey as a local monitor of skills and labour demand.</p> <p>Engage at least 30 companies representative of the main employment sectors in Mid Ulster to understand skills needs to inform education partners and feed into future LMP Action Plans.</p>	Sept 2022	Dec 2022	<p>Staff Resource + SPI.8: £10,000</p> <p>Ext. consulting.</p>	<p>How much did we do?</p> <ul style="list-style-type: none"> 1 x employer skill survey. <p>How well did we do it?</p> <ul style="list-style-type: none"> 100% complete on time to inform the next strategic planning period. <p>Is anyone better off?</p> <ul style="list-style-type: none"> 80% LMP members better informed. 	3,4
	Review end of year progress & develop a new LMP 3 year Strategic plan and an Action Plan for 2023/24.	<p>SPI.9: Review the 2022/23 Action Plan, consider the outputs from SP1.7 and SP1.8, and develop a new LMP Strategic Plan 2023- 2026 and an Action Plan for 2023/24.</p>	Oct 2022	Feb 2023	<p>Staff Resource + SPI.9: £15,000</p> <p>Ext. consulting.</p>	<p>How much did we do?</p> <ul style="list-style-type: none"> 1 x 3-year Strategic Plan 1 x 2023/24 Action Plan developed. <p>How well did we do it?</p> <ul style="list-style-type: none"> 100% of 2023/24 Action Plan prepared & submitted to DfC on time. <p>Is anyone better off?</p> <ul style="list-style-type: none"> 80% LMP members feel supported in role. 	

Strategic Priority 2: To improve employability outcomes and/or labour market conditions locally

Indicators: # Job claimant numbers; % Economic inactivity; % Disability Employment Gap; % Female Economic Activity; # of work placements & jobs filled via online portal

Theme	Aim & Description	Key Activities	Start	End	Resource or cost	Performance Measures	Reporting Quarter
Address the People Crisis	Invest in a Project Delivery Officer to provide a strong level of employer engagement support to ensure the LMP programmes benefit from a high level of employer engagement and participation.	SP2.1: Appoint a Project Delivery Officer to support employer engagement and LMP programme delivery. NB: This is a project delivery resource who will work in the field across all employer engagement projects, which is distinct from LMP administration resource.	04/22	03/23	Staff Resource + SP2.1: £40,000 council delivery resource.	How much did we do? • 1 x project delivery officer. How well did we do it? • 50 employers engaged. Is anyone better off? • 80% (40) of engaged employers benefit from a new employee or work placement.	3,4
	Target a swift reduction in the number of job claimants and improve economic activity rates through sector focused employability academies to reduce unemployment and encourage the economically inactive into the workplace.	SP2.2: sector-focused Employability Academies co-designed between Industry and FE. 12 x 4-week academies - 15 participants per cohort (180 total): Manufacturing (4); Construction (2); Agri-food (2); H&SC (2); Hospitality (2). • Employability facilitator/mentor to engage the participants. • Personal employability development plans, CV writing & mock interviews. • Industry ambassador led master classes. • Digital literacy improvement.	June 2022	Mar 2023	Staff Resource + SP2.2: £130,000 delivery partner(s) costs for 180 participants = £722/head.	How much did we do? • 12 x 4-week academies for 180 people. How well did we do it? • 60% academy participants complete the courses (108 people). Is anyone better off? • 108 people into work, of which 60% are still in work after 6 months (65)	2,3,4
	Address the chronic skills shortage in HGV drivers by investing in skills development to deliver licensed HGV drivers.	SP2.3: HGV academy – train 25 participants to achieve HGV (Category C & E) licenses.	June 2022	Sept 2022	Staff Resource + SP2.3: £0 - DfE funded (£50,000).	How much did we do? • 25 participants enrolled on the HGV academy. How well did we do it?	3

Strategic Priority 2: To improve employability outcomes and/or labour market conditions locally

Indicators: # Job claimant numbers; % Economic inactivity; % Disability Employment Gap; % Female Economic Activity; # of work placements & jobs filled via online portal

Theme	Aim & Description	Key Activities	Start	End	Resource or cost	Performance Measures	Reporting Quarter
						<ul style="list-style-type: none"> 80% (20) new drivers trained. <p>Is anyone better off?</p> <ul style="list-style-type: none"> 80% (20) still in work after 6 months. 	
Improve diversity & inclusivity	Improve on Mid Ulster's position as the Council region with the largest disability employment gap in NI by investing in an employer-led employability programme that aims to improve employer understanding of special needs and the support services available. Case studies will celebrate success.	<p>SP2.4: Employer-led Disability Inclusion programme pilot to increase the number of disabled people in paid employment.</p> <p>Engage charitable subject-matter expertise to deliver the initiative.</p> <p>Engage 15 prominent local employers in a targeted Employer led and focused programme.</p> <p>Deliver an employer education & awareness programme to:</p> <ul style="list-style-type: none"> address knowledge gaps & misperceptions about disability inform on available support (Access to Work; Workable NI) Pilot targeted recruitment programme & access available support packages to place 15 participants. Develop case studies. Publicise findings & promote in an employer awareness session as part of Mid Ulster Enterprise week. 	June 2022	Nov 2022	<p>Staff Resource +</p> <p>SP2.4: £30,000 delivery partner costs.</p>	<p>How much did we do?</p> <ul style="list-style-type: none"> 20 participants enrolled on an industry-led disability employment programme with 15 employers engaged. <p>How well did we do it?</p> <ul style="list-style-type: none"> 80% (12) employers and 80% (16) participants satisfied with their programme experience. <p>Is anyone better off?</p> <ul style="list-style-type: none"> 80% of employers (12) successfully employ a person with a long term disability / health issue. 60% of participants (12) successfully into work, of which 50% are still employed 6 months post programme (6). 	3,4

Strategic Priority 2: To improve employability outcomes and/or labour market conditions locally

Indicators: # Job claimant numbers; % Economic inactivity; % Disability Employment Gap; % Female Economic Activity; # of work placements & jobs filled via online portal

Theme	Aim & Description	Key Activities	Start	End	Resource or cost	Performance Measures	Reporting Quarter
	Improve on Mid Ulster's position as a Council region with one of the highest female to male gender gaps in economic activity in NI, by investing in registered childminder training to increase the provision of affordable child care in the region.	SP2.5: Registered Childminder training academy to train 25 participants to meet the minimum requirements as a registered child minder (Health & Safety; Child Protection; First aid) and mentor through the registration process with the H&SC Early Years Team. Registered participants will also receive support with equipment needed to safely deliver child-minding e.g. fire guards; stair gates, baby monitor etc.	June 2022	Nov 2022	Staff Resource + SP2.5: £18,500 delivery partner costs. <ul style="list-style-type: none"> £16,000 training and mentoring costs (£640/person) £2,500 child safety equipment payment (25 participants x £100). 	How much did we do? <ul style="list-style-type: none"> 25 participants enrolled on the childminding academy How well did we do it? <ul style="list-style-type: none"> 80% (20) child minders trained Is anyone better off? <ul style="list-style-type: none"> 60% are child minding 6 months post programme (15) 	3,4
Improve employability outcomes	<p>Mid Ulster LMPs strategic review and stakeholder engagement exercise has evidenced there are significant disconnects between employers, education, JBOs & Careers Service.</p> <p>There is an opportunity to improve employability outcomes by investing in technologies that help JBOs, Careers Service, Education providers and industry access Industry maintained careers and employability information.</p>	<p>SP2.6: Mid Ulster Careers & Employability Portal as a key shared resource to resolve the disconnects in the local labour market.</p> <p>A high-quality, multi-media driven online careers portal and employment resource co-designed by young people, industry, education & JBO/careers. The new online resource will be of shared interest and utility to: Job seekers; Employers; Careers Teachers; Careers Service; JBOs:</p> <ul style="list-style-type: none"> Sectoral career pathways Local employer exhibition booths 	Sept 2022	Mar 2023	Staff Resource + SP2.6: £80,000 <ul style="list-style-type: none"> £20k design £35k build £15k digital content for 3 sectors. £10k online launch event. 	How much did we do? <ul style="list-style-type: none"> 1x online portal How well did we do it? <ul style="list-style-type: none"> 23 post primary schools, 3 FE colleges & 3 JBOs better engaged with 3 industry sectors. 3 sectors piloted Is anyone better off? <ul style="list-style-type: none"> 3 JBO offices better engaged with 30 employers. 	3,4

Strategic Priority 2: To improve employability outcomes and/or labour market conditions locally
Indicators: # Job claimant numbers; % Economic inactivity; % Disability Employment Gap; % Female Economic Activity; # of work placements & jobs filled via online portal

Theme	Aim & Description	Key Activities	Start	End	Resource or cost	Performance Measures	Reporting Quarter
		<ul style="list-style-type: none"> Digital media career content Online careers fairs Online workplace interviews Job vacancies and online interviews 				<ul style="list-style-type: none"> 30 new posts filled and 24 still working 6 months post programme. 30 work placement students placed through digital career fair. 	

Strategic Priority 3: To support delivery of Employability NI
Indicators: # referrals to Employability NI programmes

Theme	Aim & Description	Key Activities	Start	End	Resource or cost	Performance Measures	Reporting Quarter
Build understanding & promote uptake of existing schemes.	<p>Mid Ulster LMPs strategic review and stakeholder engagement exercise has evidenced that industry awareness of Employability NI and available support schemes is low.</p> <p>LMP will build & maintain a register of all regional and local employability and skills delivery organisations and initiatives to provide stakeholders with a complete understanding of the existing support landscape.</p> <p>Promote the programmes and support / encourage employers and</p>	<p>SP3.1: Map all existing employability and skills interventions available to MUDC employers.</p> <p>Define the purpose, scope, support offer, eligibility criteria.</p> <p>Nominated LMP subgroup stakeholders to maintain the register on a quarterly basis.</p> <p>Publish the register on the MUDC website to enable local employers</p>	04/22	03/23	<p>Staff Resource +</p> <p>SP3.1: £10,000 Ext. consulting.</p>	<p>How much did we do?</p> <ul style="list-style-type: none"> 100% of existing initiatives mapped. 1 register of current initiatives developed. <p>How well did we do it?</p> <ul style="list-style-type: none"> Register updated 3 times in 2022/23 (quarterly update). Register made available to stakeholders via MUDC website. <p>Is anyone better off?</p>	2,3,4

Strategic Priority 3: To support delivery of Employability NI

Indicators: # referrals to Employability NI programmes

Theme	Aim & Description	Key Activities	Start	End	Resource or cost	Performance Measures	Reporting Quarter
	participants to access and implement the schemes.	and participants to access the information. Use Social Media channels to promote Employability NI programmes and events to over 1,000 followers.				<ul style="list-style-type: none"> 80% of LMP members have a better understanding of existing support initiatives. 60% of MUDC employers engaged in LMP projects confirm they have a better understanding of existing support initiatives. 	
	Promote the programmes and support / encourage employers and participants to access and implement the schemes through a Job & Careers Fair.	SP3.2: Improve employer & participant knowledge and access to existing employability and skills services by hosting a jobs & careers fair to include Employability NI promotion.	Jan 2023	Jan 2023	SP3.2: £7,500 Job & careers fair	<p>How much did we do?</p> <ul style="list-style-type: none"> 1 Job & Careers Fair held targeting 300 participants.. <p>How well did we do it?</p> <ul style="list-style-type: none"> 80% of careers fair attendees satisfied with the fair (240). 15 participants referred to Employability NI programmes. <p>Is anyone better off?</p> <ul style="list-style-type: none"> 300 job fair participants with improved knowledge of employers & schemes. 30 jobs filled, of which 50% (15) remain in sustained employment 6 months post-programme. 	3,4

7. Budget

88. The proposed budget for Mid Ulster LMP's 2022/23 Action Plan is set out in the table below.

Staff Costs	
15% Economic Strategies Manager (12 months)	£8,430
100% LMP Manager	£47,750
100% LMP Administration & Finance Officer (12 months)	£32,285
Running Costs	
Staff Mileage	£2,800
Printing & stationery	£400
Postage	£200
Phones	£250
Other Costs	
LMP Chairperson Stipend @ £80 p.m.	£960
LMP Vice-Chair Stipend @£50 p.m.	£600
Total Administration	£93,675
Strategic Priority 1 - Form and successfully deliver the functions of the local Labour Market Partnership	
SP1.1: Venue, Catering & LMP sundry costs.	£2,000
SP1.3: Improve awareness of LMP - publish LMP Action Plan.	£1,700
SP1.5: Procure UUEPC statistical datasets to support the LMP.	£10,000
SP1.6: Promotion of LMP - PR, Marketing & Engagement.	£5,000
SP1.7: Construction Sector Skills Scoping Study.	£15,000
SP1.8: Annual employer labour and skills demand forecast.	£10,000
SP1.9: Develop the LMP Action Plan for 2023/24	£15,000
Strategic Priority 2 - To improve employability outcomes and/or labour market conditions locally	
SP2.1: LMP Project Delivery Officer.	£40,000
SP2.2: Employment academies to address post-covid industry needs.	£130,000
SP2,3: HGV academy. <i>*DfE funded project</i>	£0
SP2.4: Employer-led Disability Inclusion Programme pilot.	£30,000
SP2.5: Registered Child minder training academy.	£18,500
SP:2.6 Mid Ulster Employment and Careers Portal (£80k).	£80,000

Strategic Priority 3 - To support delivery of Employability NI	
SP3.1: Map & maintain register of all current employability initiatives.	£10,000
SP3.2: Job & Careers Fair.	£7,500
Total Operational	£374,700
Total Actual Plan Spend	£468,375



Department for
Communities
www.communities-ni.gov.uk

An Roinn
Pobal

Department für
Commonities

Director Working Age Services
and Universal Credit Programme
Work and Health Group
Level 2, 9 Lanyon Place
Belfast BT1 3LP

Telephone: 02890819132
e-mail: LMP@communities-ni.gov.uk

29 March 2022

Dear Chief Executive,

RE: Local Labour Market Partnership 2022-23 Budget

I would like to begin by extending my sincere thanks for your support throughout 2021-22 in helping to establish a Local Labour Market Partnership (LMP) in your area. This is a new and innovative way forward for the Department, so I am delighted that partnerships have been established in each of the local areas and also some local projects are beginning to emerge on the ground to support our citizens and employers. This would not have been possible without your support and the support of your staff working in close collaboration with the Department to achieve a great deal in a short space of time.

You will be aware that the Executive issued a Draft 2022-25 Budget for public consultation on 13 December 2021. However, in the absence of an Executive the Finance Minister announced on 15 February that a Budget cannot be agreed and the Department of Finance led consultation on the Draft 2022-25 Budget was paused.

Despite this the Minister and the Department remain fully committed to the LMP model and supporting the delivery of local employment provision through LMPs. Whilst there remains uncertainty around the Department's Budget 2022-23 allocation, LMPs will be treated as a priority funding area in the 2022-23 financial year. You will be aware the Department had been working on the basis of a £7m budget in 2021-22, I can confirm that as a minimum the Department will operate with an indicative LMP Budget of £5.5m in 2022-23. Hopefully this will provide assurance that LMPs will remain an integral component of the Department's approach to employment provision for the future.

We will keep you and LMP secretariats updated as more information becomes available in respect of Budget 2022-23. In the meantime, if we can be of any further assistance please contact the LMP Team on LMP@communities-ni.gov.uk.

Kind Regards

Conrad McConnell
Director, Universal Credit Programme and Working Age Services



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

Appendix 8

Mid Ulster Economic Development, Tourism and Strategic Projects Action Plan 2022 - 2023

INTRODUCTION

This Economic Development, Tourism & Strategic Projects Action Plan 2022-2023 sets out the focus on activity and actions, which will support our businesses, high streets, tourism business and general economic recovery and sustainability. Partnership working and collaboration will be crucial in ensuring the Action Plan is delivered effectively.

This Action Plan has been influenced by the Council's Corporate Plan 2020-24, Community Plan 2017-27, Economic Development Plan, Tourism Strategy and Mid Ulster Business Recovery Action Plan (2020) and reflects actions which local businesses have asked us to assist them with in the future.

We are only too aware the Covid pandemic is not over. Therefore, this Action Plan presents a range of flexible and agile support measures to assist businesses, tourism industry and communities across Mid Ulster as they emerge from the impact of Covid-19.

Mid Ulster Economic Development Action Plan

2022 /2023

Theme	Projects	Outputs	Methodology	Outcomes	Total Budget
Marketing & Promotion	1.1 Seasonal Town Marketing Campaigns	1.1 Number of marketing campaigns delivered for the 5 towns.	1.1, 1.2 & 1.3 Outdoor Advertising Radio Print Materials Social Media. Videos recorded in association with local traders – rolled out via Council’s social media channels to promote the key retail periods.	<ul style="list-style-type: none"> Contribute to increased footfall and visitors across the towns in Mid Ulster. Contribute to increased traffic to Mid Ulster Council’s social media channels. Encourage local residents to shop local with the 5 main towns and support local traders. 	£36,336 (£50,000 – less events £13,664)
	1.2 Shop Local Campaigns	1.2 Implement a joint shop local campaign in the 5 towns for Small Business Saturday.			
	1.3 Social Media Promotion	1.3 Build on the brands of the 3 main town centres through social media channels.			
	1.4 Mid Ulster Gift Card	1.4 Primary focus to promote and build the Gift Card offering	1.4 Weekly promotion on radio up to 65 times per week for 6 months July – December (incl)	<ul style="list-style-type: none"> Get the message across to purchase the Gift Card and shop local. 	

Promotion of new Coalisland Brand	1.4 Purchase of branded merchandise for Coalisland	1.4 A range of branded merchandise will be purchased for town centre promotion	1.4 Appoint company to develop and deliver merchandise.	<ul style="list-style-type: none"> Support the development of the brand identity of the four towns. 	£15,000
Business Support / Attracting Investment	2.1 Provision of Wi-Fi in 5 town centres & Bellaghy	2.1 Maintain free Wi-Fi in the five town centres of Dungannon, Cookstown, Magherafelt, Coalisland, Maghera and Bellaghy.	2.1 Ongoing contributions to businesses hosting access points.	<ul style="list-style-type: none"> To improve and grow the retail offer in the five towns across the Mid Ulster district. 	£15,361 ongoing Wi-Fi costs
	2.2 Provision of Reduced Christmas Car Parking Charges	2.2 Provision of reduced Christmas car parking charges in charged car parks.	2.2 Council approval on reduction to fee for a 6 week period.	<ul style="list-style-type: none"> To encourage footfall to the five main towns in Mid Ulster District at Christmas. 	£25,000
	2.3 Reducing Dereliction and Vacancy Levels in Dungannon Town Centre	2.3 An external town centre development management contactor to be employed for a 3-year period with the aim of reducing dereliction/vacancy levels in the town centre.	2.3 Council allocation of £120,000 towards a Dereliction Project in Dungannon over a 3 year period (2022/23 to 2024/25), subject to match funding from DFC.	<p>Anticipated outputs are:-</p> <ul style="list-style-type: none"> Reduction in Town Centre Vacant Premises - 2% per annum £500,000 investment by Developers in Town Centre annually 	<p>£120,000 over 3 years</p> <p>Potential DFC funding also</p>

	2.4 Mid Ulster Gift Card	2.4 An external organisation has been appointed to deliver the Mid Ulster Gift Card	2.4 Integral element of Town Centre Recovery Plan	<ul style="list-style-type: none"> • Support local retailers by promoting Mid Ulster's unique retail offering • Lock in spend within Mid Ulster District Council area 	£7,600 plus 5% of total sales:
Strategic Events	3.1 Calendar of Events in 5 town centres	3.1 Town Centres Events: <ul style="list-style-type: none"> • Continental Market Cookstown • Summer event Coalisland • Tafelta Magherafelt • Walled Garden Maghera • Heels on the Hill Dungannon • Halloween in Dungannon • Halloween in Coalisland • Christmas Lights Switch On in Cookstown • Christmas Kingdom and Switch On in Dungannon • Christmas Market and Switch On in Magherafelt • Christmas Lights Switch On in Coalisland • Christmas Lights Switch On in Maghera 	3.1 Officers Delivery in conjunction with Events Team.	<ul style="list-style-type: none"> • Increased footfall across the towns in Mid Ulster as a result of the events. • Increased visitor numbers to the towns in Mid Ulster as a result of the events. • Increased profile of the towns in Mid Ulster across the region as a result of the events. • Increased engagement with town centre businesses as a result of the events. 	£140,000

Physical Regeneration / Improving Infrastructure	4.1 Urban Regeneration Projects	4.1 Work associated with public realm scheme in Maghera	4.1 Partnership working with Technical & ICT Teams	<ul style="list-style-type: none"> Enhanced townscape quality (Subject to DfC funding) 	£3.5m Projects/Funding as per Council's Capital Budget previously agreed
	4.2 Town & Village Spruce Up Scheme (Year 4) 2022/23	4.2 Continue to deliver the Town & Village Spruce Up Scheme	4.2 Deliver Grant Scheme based on approved ranked list.	<ul style="list-style-type: none"> Enhanced properties for business owners in across the district. 	£140,000 (including grant aid & architect fees) previously agreed by Council
	4.3 Potential Development of Town Centre Sites	4.3 Appointment of professional services to develop concept designs, prepare economic appraisal and prepare application to seek funding.	4.3 Design Concepts developed, economic appraisal prepared and potential to submit funding bids	<ul style="list-style-type: none"> Increased footfall / visitor numbers across the two towns. Increased profile & engagement with town centre businesses. 	Up to £50,000 Preliminary design & development works
	4.4 Place Shaping Plans	4.4 Production of 3 Place Shaping Plans for Dungannon, Cookstown and Magherafelt	4.4 Commission professional support to undertake large 3 Place Shaping Plans for Dungannon, Cookstown and Magherafelt	<ul style="list-style-type: none"> Masterplans for our Town Centres are now out of date. There is a need to provide a fresh strategic framework for place-based economic growth and regeneration. This will help facilitate and 	Up to £150,000 A funding application will be submitted to DfC to seek a minimum of 60% revenue funding (ie, £90,000).

				create forward-looking plans to address future vitality and opportunities for investment and intervention to underpin a renewed vibrancy in our large towns given the sharp decline in the high street retail sector.	
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Theme	Projects	Outputs	Methodology	Outcomes	Budget
Business Start and Entrepreneurship	1.1 Delivery of NI Business Start Up Programme ('GoFort') (1 April 2022 – 31 March 2023)	1.1.1 264 client-led Business Plans provided to Mid Ulster entrepreneurs 1.1.2 158 jobs promoted as a result of support provided	1.1 Raise awareness and secure client participation through regional and local marketing activities Regularly monitor activity / performance and work with Lead Council (Lisburn & CCC) to address any issues	<ul style="list-style-type: none"> • Entrepreneurship stimulated and supported in Mid Ulster • Statutory Jobs Target achieved • Where relevant, on completion, clients to be signposted to Council's business support programmes to access follow-on support 	£69,078

			Highlight if remedial action required if performance falls below target		
Business Sustainability and Growth	<p>2.1 Gearing for Growth Programme</p> <p>2.2 Tender Ready Programme</p> <p>2.3 Digital First Programme</p> <p>2.4 Transform Programme</p> <p><i>(Above programmes funded by ERDF 60%; Invest NI 20% & Council 20%)</i></p>	<p>2.1 - 2.3 Supporting the sustainability and growth of 730 Mid Ulster's micro and small businesses and social enterprises</p> <p>(730 covers entire period for Progs 1-4 duration April 2020 – March 2023) and Social Enterprise Programme April 2021 – Sept 2023</p> <p>Output and budget figures relate to 2022/23 only.</p>	<p>2.1 – 2.3 Promotion of Council support via range of channels to encourage business participation</p> <p>Management of delivery agent Contracts to ensure targets are achieved</p> <p>Monitoring of delivery agents' performance and spend against targets</p> <p>Actions taken to address any identified areas of underperformance</p>	<ul style="list-style-type: none"> ▪ To promote the sustainability and growth of 224 businesses/social enterprises, supporting their recovery and building their resilience, post-Covid ▪ 135 new jobs created ▪ £900,000 economic impact achieved (New work won, turnover increased, online sales increased) 	<p>Programmes total spend 2022/23 £508,000 (Council's net cost for 4 progs is 20% - £101,600)</p>

	<p>2.5 Social Enterprise Programme (2021-23) 100% Council funded</p> <p>2.6 'Digital Surge' Programme (2022/23) (11 Council Collaborative Prog. led by Antrim & Newtownabbey Council) (ERDF 60%; Invest NI 20% & Councils 20%)</p>	<p>2.6 18 micro and small businesses to receive mentoring from digital technology experts to take forward digital innovations</p>	<p>2.5 Compliance with funders' requirements (ERDF and Invest NI) to ensure drawdown of funding by March 2023</p> <p>2.6 Council to promote the Programme to Mid Ulster businesses to recruit 18 by September 2022</p>	<p>▪ 18 businesses receiving a Digital Diagnostic, 6 days' mentoring and a Digital Acceleration Plan</p>	<p>Social Enterprise £22,000</p> <p>Digital Surge £15,554.50 Contribution from Mid Ulster Council</p>
Business Information Service	3.1 Mid Ulster District Council's Business E-shot Service	<p>3.1 1,200 Mid Ulster businesses signing up to receive regular e-shots outlining key support and funding opportunities and information re initiatives offered by Council and other business support bodies</p>	3.1 & 3.2 Officers' ongoing research & information gathering on business supports.	<p>▪ Registered businesses kept informed of new funding and support opportunities on a regular basis</p>	Staff time

	3.2 Economic Development Officers' signposting and support service for business	3.2 Businesses contacting economic development unit are triaged by officers and receive assistance to identify support provision	<p>Targeted promotion of the service to Mid Ulster businesses to encourage more to sign up.</p> <p>Funding and support opportunities also promoted on Council's website and social media channels (where appropriate)</p>		Staff time
Supporting Employability and Skills	<p>ESF Funded Projects</p> <p>4.1 Step Up to Sustainable Employment Programme (SUSE+) (South West College)</p> <p>4.2 Exploring Enterprise 4 Programme (3 Mid Ulster Enterprise Agencies)</p> <p>4.3 Women Toward Education &</p>	4.1 Supporting Employability and Skills in Mid Ulster by contributing match funding to 4 Mid Ulster employability and skills programmes (April 2022 – March 2023)	<p>4.1 & 4.2 Promotion of programmes via range of channels to encourage recruitment of participants</p> <p>Regular monitoring of lead project promoter's outcomes and spend against targets</p>	<ul style="list-style-type: none"> Employability prospects of 500 individuals improved; participants supported to re-engage with the labour market by: accessing employment/ self-employment; training and/or Further Education 100 participants supported to access employment 	£50,000

	<p>Employment (WTEE) (First Steps Women's Centre)</p> <p>4.3 VERVE Project (NOW Group)</p>				
Business Events	<p>5.1 'Programme Related Events' :</p> <ul style="list-style-type: none"> - 1 No. Digital Webinar - 1 Enterprise/Growth event - 1 'Transform' Programme event - 1 No. Social Enterprise Workshop <p>5.2 Mid Ulster Enterprise Week Events (Nov 2022)</p>	<p>5.1 Four events delivered to a minimum of 120 participants</p> <p>5.2 Maximum of 10 events providing information on a range of key business areas delivered to 500 participants</p>	<p>5.1 Work with Programme delivery agents to deliver and promote 4 business events to a minimum of 100 participants</p> <p>5.2 Council delivery and promotion of a programme of at least 10 events</p>	<ul style="list-style-type: none"> ▪ Building the profile and capacity of Mid Ulster's businesses and social enterprises through the provision of a range of practical support events covering key business areas ▪ Provide up to 10 seminars and/or webinars for businesses during Mid Ulster Enterprise Week to inform / businesses on a range of issues 	<p>£17,000</p> <p>£25,000-£30,000</p>

	5.3 International Womens' Day Events (March 2023)	5.3 Events to celebrate the contribution of women to our society	5.3 Delivery of two key events to celebrate the valuable contribution made by women	<ul style="list-style-type: none"> Two women's events to take place in Mid Ulster – locations to be determined 	£10,000
	5.4 Mid Ulster Business Awards 2022 supported, (subject to Council conditions)	5.4 Fourteen Mid Ulster business finalists nominated	5.4 Council Sponsorship of 'Best SME 2022' Award Category (<i>to be agreed by Committee once details are received</i>)		Mid Ulster Business Awards £1,750
	5.5 NI Chamber of Commerce Regional Networking Event (Mid Ulster)	5.5 100 business leaders attending event	5.5 Work with the NI Chamber of Commerce to promote and deliver a regional event		£1,000
Supporting cross border initiatives	6.1 Irish Central Border Area Network (ICBAN)	6.1 Strategic development of central border region supported, including projects: <ul style="list-style-type: none"> - Digital Connectivity - EU Exit - Creative Industries & Tourism - Roads Infrastructure - Urban & Rural Development Cross-Border Linkages 	6.1 Council's contribution is paid via an SLA subject to Council being provided with the requisite documentation and Progress Updates, which will be furnished to Development Committee twice	<ul style="list-style-type: none"> Eight Councils from north and south involved in cross border development (Mid Ulster District Council, Fermanagh and Omagh Council, Armagh City, Banbridge and Craigavon Borough Council and Monaghan, Donegal, Sligo, Leitrim and Cavan County Councils). 	£15,000

		6.2 Collective Advocacy on behalf of the Region 6.3 Cross border linkages enhanced	annually.	<ul style="list-style-type: none"> Strategic initiatives progressed on a cross border basis 	
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Theme	Projects	Outputs	Methodology	Outcomes	Budget
Business support / attracting investment	7.1 Project Stratum	7.1 No. 13,684 premises eligible for FTTP in MUDC	7.1 Broadband Working Group 7.1 Meetings with DfE & Fibrus	Need to address any significant gaps in the rollout of Project Stratum. Work in progress.	No Council Funding involved.

Theme	Projects	Outputs	Methodology	Outcomes	Budget
Rural Business support / attracting investment	8.1 Micro business development scheme (TRPSI)	8.1 Small capital grants for business development activities	8.1 Open call and assessment	<ul style="list-style-type: none"> Build production capacities and improve turnover within the rural micro business sector in Mid Ulster 	Funding will be provided from DAERA in 2021/22.
Mid Ulster LEADER RDP Programme 2016-2020 (2021/22 activities relate	8.2 Rural Business Investment Scheme 8.3 Rural Services Scheme	8.2 Delivery of the LAGs Local Rural Development Strategy	8.2 Partnership delivery between the LAG and Council	<ul style="list-style-type: none"> 95 rural businesses supported with grant aid of £2.83m 18 community hub projects supported to the value of £2.68m 	LAG allocation of £11.16m for the period 2016/22 (<i>£1.83m for admin delivery and £9.33m for project funding</i>)

to programme closure)	8.4 Village Renewal Scheme			<ul style="list-style-type: none"> 45 Village Renewal projects supported to the value of £3.5m 	Council to lobby for Rural Development activities under the new Rural Affairs Policy
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Theme	Projects	Outputs	Methodology	Outcomes	Budget
Strategic Projects	1.1 Delivery of Mid South West (MSW) Regional Economic Strategy	<p>1.1 Develop a range of strategic collaborative economic development projects as part of the Growth Deal. The following proposition papers, relevant to Mid Ulster, have been prepared and are currently with Government Depts for comment.</p> <ul style="list-style-type: none"> Lands at Desertcreat A29 Cookstown Bypass Engineering & Skills Innovation Centre NI Agri-Food Robotics Centre Cookstown Health & Care Hub Development of the O'Neill Tourism Proposition Sperrins Future Search 	<p>Continue to work in partnership with Armagh, Banbridge & Craigavon and Fermanagh & Omagh local authorities.</p> <p>Governance arrangements via the MSW Steering Group</p>	Improved productivity and regional competitiveness	Growth Deal, Complementary Fund and other funding streams as appropriate.

		<ul style="list-style-type: none"> Industrial Investment Challenge Fund (<i>MSW wide</i>) 			
Strategic Projects	1.1 To address barriers to economic recovery and growth to include Industrial land supply investment in strategic road infrastructure and funding.	<p>1.1 Develop immediate and medium term options for addressing the lack of industrial land and serviced sites in Mid Ulster.</p> <p>1.2 Progress the A29 Bypass to Draft Orders Stage and statutory consultation period. Continue to lobby for a funding package to progress a bypass for Dungannon.</p> <p>1.3 Identify key external funding opportunities to support investment in Council's strategic capital projects e.g. LUF, UK Shared Prosperity Fund.</p>	<p>1.1 Continue to work through MUDC / Invest NI subgroup and seek to secure the necessary financial resources for an intervention.</p> <p>1.2 High level lobbying to ensure a bypass for Dungannon is included in the emerging RSTNTP.</p> <p>1.3 Work closely with central government and submit funding applications for prioritised projects.</p>	<ul style="list-style-type: none"> Increased investment and creation of new business and job opportunities. Ensure an appropriate supply of employment land and premises Improved road infrastructure will support economic growth across the council area Contribute to funding the delivery of key strategic capital projects. Potential to leverage investment into Mid Ulster to support the development of a range of large strategic projects. 	<p>£7,000</p> <p>£125,000 funding received from the UK Government to support Council develop funding bids to the UK Levelling Up Fund</p>

Supporting skills and employability within Mid Ulster	1.1 To provide appropriate support to the industry-led MEGA Network	1.1 Delivery of MEGA Phase 2 Collaborative Growth Work plan and marketing activities. Delivery of 3-year MEGA Strategic Action Plan.	1.1 Work in partnership with MEGA and Invest NI.	<ul style="list-style-type: none"> • Contribute to the sustainable recovery of the manufacturing and engineering sector. • Additional funding support secured to sustain MEGA. 	£15,000
	1.2 To support skills and people issues in the local construction sector.	1.2 Completion of Construction Sector Employability & Skills Scoping study	1.2 Work with local businesses and Invest NI.	<ul style="list-style-type: none"> • Improved collaboration and partnership working 	Awaiting funding from DfC (under LMP)
	1.3 To address skills and employability challenges facing the economic recovery	1.3 Delivery of Mid Ulster LMP Action Plan 2022-23. Strategic Assessment and development of 3 year Mid Ulster LMP Strategy.	1.3 Work with partners in the Mid Ulster Labour Market Partnership (LMP)	<ul style="list-style-type: none"> • Contribute to increased skills levels and access to labour. • Local skills, labour and employability issues improved by stronger partnership working and co-ordination. 	<p>Awaiting funding award from DfC. £468,375</p> <p>£50k awarded by DfE.</p>

Mid Ulster Tourism Action Plan 2022 /2023

Theme	Projects	Outputs	Methodology	Outcomes	Total Budget
Marketing & Promotion	1.1 Summer Campaign	1.1 Unwinding Time Marketing Campaign promoting Mid Ulster tourism regionally, nationally and internationally	1.1, 1.2 & 1.3 Outdoor Advertising TV – NI & ROI Cinema – NI & ROI Radio - NI Social Media. Videos recorded in association with tourism trade. Rolled out via Council, Unwinding Time and Embrace a Giant Spirit Social Media Channels	<ul style="list-style-type: none"> Create greater awareness of Unwinding Time tourism experiences - locally, nationally and internationally. Contribute to increased visitor numbers, spend, job creation and skills in Mid Ulster. Contribute to increased traffic to Mid Ulster Council's social media channels. 	£60,000
	1.2 Autumn/Winter Campaign	1.2 Marketing Campaign promoting Mid Ulster tourism experiences & attractions regionally, nationally and internationally		<ul style="list-style-type: none"> Encourage increased local, national and international visitors to Mid Ulster 	
	1.3 Spring Campaign	1.3 Marketing Campaign promoting Mid Ulster tourism experiences & attractions regionally, nationally and internationally		<ul style="list-style-type: none"> Contribute to the increase of International Tour Operators and Group visits to Mid Ulster 	
	1.4 Promotional Trade and Consumer Shows	1.4 Attend key industry trade events to sell the region - B2B and B2C shows.	1.4 Officers to attend shows, in person, online or hybrid as required to promote our tourism product under the "Unwinding Time" brand		

			Trade and Consumer Shows <ul style="list-style-type: none"> • Clogher Valley Show, July 2022 • Great Days Out, Autumn 2022, targeting the domestic market group business • Irish Tour Operators Association workshop, November 2022 • World Travel Market, London, November 2022 • Holiday World, Dublin, January 2023 (in show) • Celtic Connections, Glasgow, January 2023 • Meet the Industry, networking across domestic tourism operators, January 2023 • Irish Tour Operators 		
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	<p>1.5 Fam Trips</p> <p>1.6 Digital</p>	<p>1.5 Deliver key Fam trips to showcase tourist attractions and experiences across Mid Ulster.</p> <p>1.6 Create a strong digital presence for Visit Mid Ulster & Unwinding Time</p>	<p>Association workshop, November 2022</p> <ul style="list-style-type: none"> Produce and distribute marketing collateral <p>1.5 Media Fams, Arm Chair Fams to local industry schools, and Tourism Industry Fams</p> <p>1.6 Maintain Tourism Touch Screens in Cookstown, Dungannon & Magherafelt. Continuous update of Visit Mid Ulster Website.</p>	<p>1.6 Contribute to the increase of traffic to Visit Midulster Unwinding Time website</p> <ul style="list-style-type: none"> Compete on a global platform to attract international and national visitors 	£15,500
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Theme	Projects	Outputs	Methodology	Outcomes	Budget
Programmes and Events	2.1 Calendar of Events	<p>2.1 Tourism Events</p> <ul style="list-style-type: none"> Hidden Heritage Programme which 	2.1 Officers delivery in conjunction with the events team where required	2.1 Showcasing Mid Ulster's heritage product and experiences	£12,000

		<p>includes Killymoon Castle, Donaghmore Cross and An Emigrants Walk June – October 2022</p> <ul style="list-style-type: none"> • Great Days Out, Autumn/Winter 2022/23, targeting the domestic market and group business • European Open Heritage Days (focusing on US Grant Homestead and the Bridewell) 9-11 September 2022 • Sperrins Hill Walking Festival focusing on the Sperrins region in association with Sperrins Partnership 24-25 September 2022 		<p>Increase visitor numbers across heritage sites in Mid Ulster</p> <p>Attracting NI and ROI group organisers to book group days out in Mid Ulster</p> <p>Promoting the Sperrins region as a hill walking destination</p>	
	2.2 Heritage Development	2.2 Re-imagining the Bridewell cells	2.2 Design of audio and visual interpretation to enhance the cell experience	2.2 Increase footfall to the Bridewell	£15,000

Theme	Projects	Outputs	Methodology	Outcomes	Budget
Business Support and Mentoring Programmes	3.1 World Host Training	3.1 Deliver WorldHost Principles of Customer Service, and WorldHost Ambassador Training to tourism and hospitality industry	3.1 Tourism Development Officers are available to deliver WorldHost Customer Service Training both virtually and in-person. <ul style="list-style-type: none"> Officers attend People First Training when available 	3.1 Improve Customer Service in tourism establishments across Mid Ulster	£2,000
	3.2 Tourism Development Group	3.2 Restructure the Tourism Development group to include members from all sectors. <ul style="list-style-type: none"> Host 6 meetings per annum 	3.2 Tourism officers manage the Tourism development Group and clusters delivery	3.2 Continued strong engagement with our tourism and hospitality businesses.	£2,000
	3.3 Tourism Clusters	3.3 Tourism Officers to continue to manage the 4 clusters. <ul style="list-style-type: none"> Host 6 cluster meetings per annum 	3.3 Tourism officers manage each of the clusters delivery	3.3 Continued strong engagement with our tourism and hospitality businesses.	

	3.4 Tourism Mentor Programme	3.4 Deliver mentoring across 10 new and existing tourism experiences.	3.4 Recruit mentor to deliver specialised experience development mentoring across selected promoters/ experiences	3.4 Achieve 2 EAGS brand aligned new experiences in Mid Ulster	£5,000
	3.5 Chef Skills Programme as per Taste Mid Ulster	3.5 Deliver targeted mentoring to our Taste Mid Ulster businesses	3.5 Recruit a mentor to upskill chefs in the Mid Ulster region	3.5 17 chefs trained and upskilled, enhancing the Taste Mid Ulster brand.	£3,000
	3.6 Industry Knowledge and Training	3.6 Deliver 6 relevant, targeted webinars to all businesses across Mid Ulster including, Developing your Seasonal Offer, Effective LinkedIn , TNI Web Portal	3.6 Work in partnership with TNI, TIL and commission external mentor support <ul style="list-style-type: none"> Promote workshops and webinars via Council and Tourism Social media and via Whats App group 	3.6 Train 90 business reps in relevant and targeted webinars	£2,000

Theme	Projects	Outputs	Methodology	Outcomes	Budget
Contributions to Specified Organisations	4.1 Sperrins Partnership	<p>4.1 Commencing work on the delivery of the short- and long-term actions contained within the Brand and Tourism Action Plan</p> <ul style="list-style-type: none"> Identifying funding opportunities and creating the respective business cases (HLF, RDP, Peace Plus etc) Completing an audit of the tourism product of Sperrins Region; Forming strong cross boundary partnerships; Researching and identifying the best practice delivery structure for Sperrin region; The formation and development of the remaining Thematic Groups. 	4.1 Sperrins Partnership Project is a joint working collaboration between four councils across the Sperrin area Causeway Coast and Glens Borough Council, Derry City and Strabane District Council, Fermanagh and Omagh District Council and Mid Ulster District Council. Officers attend regular meetings.	4.1 The Sperrins Partnership will reach new heights and realise its potential with increased economic, tourism and infrastructure.	£22,000
	4.2 Lough Neagh Rescue Core Running Costs	4.2 To benefit the Lough Shore area within Mid Ulster by providing faster response times for rescues and other operations carried out in and around the Western	4.2 Ongoing contributions towards core running costs	4.2 Rescue service in situ across the Mid Ulster Lough Neagh shoreline	£12,000

		Shores of Lough Neagh, and provide an emergency flood response service for Mid Ulster			
	4.3 Lough Neagh Partnership Core Running Costs	4.3 Core running costs associated with Lough Neagh Partnership (LNP) in the delivery of marketing tourism, recreational, environmental and heritage activities on Lough Neagh (LN) and the shoreline on behalf of Mid Ulster District Council.	4.3 Continue to work in partnership with Mid Ulster Council and Lough Neagh Council areas	4.3 Ensure effective co-ordination of activities on LN and its shoreline and deliver social, economic and cultural benefits within MU. LNP is committed to the promotion of equality of opportunity in all its activities with a focus on all citizens living within the Mid Ulster area of LN.	£22,000

CONCLUSION

The Economic Development, Tourism & Strategic Projects Action Plan 2022-2023 contains a wide range of actions and commitments that will drive recovery out of the pandemic and build the foundations for sustained recovery within Mid Ulster. To help us deliver the Action Plan we recognise the importance of support from all our key partners across the public, private, community and education sectors. We acknowledge there are many challenges ahead in the future and over the coming weeks and months we will continue to lobby government to ensure the necessary interventions are brought forward to support those sectors most in need. This will be vital to protect local businesses and sustain jobs within the district.

Approval is sought from Members to adopt the Economic Development, Tourism & Strategic Projects Action Plan 2022-2023 and the projects and budgets contained herein.

Fiona McKeown
Assistant Director of Economic Development, Tourism and Strategic Programmes

28 April 2022

APPENDIX 9

Subject to review by Legal Services

SERVICE LEVEL AGREEMENT

BETWEEN

MID ULSTER DISTRICT COUNCIL

AND

SPERRINS PARTNERSHIP

April 2022 – March 2023

THIS AGREEMENT is made on the day of 2022

PARTIES

- (1) MID ULSTER DISTRICT COUNCIL whose address is at Dungannon Office, 15 Circular Road, Dungannon BT71 6DT (the "**Council**"); and
- (2) SPERRINS PARTNERSHIP whose registered office is at , 98 Strand Rd, Derry, BT48 7NN

BACKGROUND

- a) The Sperrins Future Search Conference entitled 'The Sperrins – Reaching New Heights, Realising Our Potential' was held in the Glenavon House Hotel, Cookstown on 27th – 29th September 2017. The event brought together a group of key stakeholders to draft and agree an action plan for the future development of the Sperrins and in particular the designated Area of Outstanding Natural Beauty (AONB).
- b) The Sperrins Partnership Project is a joint collaboration between four councils across the Sperrin area Causeway Coast and Glens Borough Council, Derry City and Strabane District Council, Fermanagh and Omagh District Council and Mid Ulster District Council.
- c) Each Council in 2018 committed to equal financial contribution towards the project delivery and have also funded the Sperrins Future Search initiative.

1. DEFINITIONS

"Charges" shall mean the charges, which shall become due and payable by the Council to SPERRINS PARTNERSHIP 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 2022.

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

"Law" shall mean the laws of Northern Ireland and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which SPERRINS PARTNERSHIP is bound to comply.

“Services” shall mean those services specified in Schedule 2 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 2023.

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

2. COMMENCEMENT AND DURATION

This Agreement shall take effect on the Commencement Date and shall continue for the Term.

3. SUPPLY OF SERVICES

- a. SPERRINS PARTNERSHIP shall provide the Services and provide secretariat to SPERRINS PARTNERSHIP Company and its structures with a view to enhancing the region and bring funding in partnership with all 4 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 SPERRINS PARTNERSHIP will be vested in the Board of Directors of SPERRINS PARTNERSHIP and its executive team.
- c. The parties’ authorised representatives for the purpose of this shall be the Assistant Director of Economy, Tourism and Strategic Programmes and the Chair of Sperrins Partnership. SPERRINS PARTNERSHIP contact in Council for day-to-day purposes shall be the Tourism Manager.
- d. The Council reserves the right to withdraw funding should the SPERRINS PARTNERSHIP 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 SPERRINS PARTNERSHIP 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, SPERRINS PARTNERSHIP may be required to attend a committee meeting of council in Quarter 3 to outline their progress to date and work for the future months.

4. COMPLAINTS PROCEDURE

- a. SPERRINS PARTNERSHIP 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 SPERRINS PARTNERSHIP 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. SPERRINS PARTNERSHIP 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. SPERRINS PARTNERSHIP 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. SPERRINS PARTNERSHIP 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 SPERRINS PARTNERSHIP.
- b. If, for whatever reason, the Supplier 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 Supplier.
- c. The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

7. SPERRIN 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.

8. AUDIT

- a. During the Term and up to 7 years following completion, SPERRINS PARTNERSHIP shall allow the Council (acting by itself or via any representatives authorised to act on behalf of the Council) to access any of SPERRINS PARTNERSHIP'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 SPERRINS PARTNERSHIP'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 SPERRINS PARTNERSHIP in accordance with Schedule 2.
- b. If SPERRINS PARTNERSHIP is in breach of any of its obligations relating to this Agreement then the Council may require SPERRINS PARTNERSHIP to pay the Council the aggregate of all Charges paid to SPERRINS PARTNERSHIP 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. SPERRINS PARTNERSHIP 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, SPERRINS PARTNERSHIP may be required to attend a committee meeting of council in Quarter 3 to outline their progress to date and work for the future months.

10. INDEMNITY

- a. SPERRINS PARTNERSHIP 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. SPERRINS PARTNERSHIP'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 SPERRINS PARTNERSHIP.

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. SPERRINS PARTNERSHIP 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 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.

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. 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.

17. 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.

18. 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. SPERRINS PARTNERSHIP 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.

19. 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.

20. 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.

21. 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

SPERRINS PARTNERSHIP will provide a service to 4 partner Councils that will deliver the priorities in their agreed Sperrins Partnership Action Plan. This Action Plan 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. PROJECTS FOR FURTHER DEVELOPMENT

2.1. SPERRINS PARTNERSHIP will continue to develop the following projects for member Councils including Mid Ulster District Council (MUDC): -

- a. Commencing work on the delivery of the short- and long-term actions contained within the Brand and Tourism Action Plan.
- b. Identifying funding opportunities and creating the respective business cases (HLF, RDP, Peace Plus etc)
- c. Completing an audit of the tourism product of Sperrins Region
- d. Forming strong cross boundary partnerships
- e. Identify and deliver a Management Structure and associated Management Plans suitable for Sperrins AONB. Options to deliver this are currently being scoped out through active engagement with DAERA and the Sperrins Partnership Board. Consideration will be given to best practice delivery models in other AONB in NI. This piece of work will be a key focus for the Partnership over the coming months.
- f. The formation and development of the remaining Thematic Groups.
- g. Collaboration with partner councils on delivery of Sperrins Walking Festival and update and refresh exercise of the Sperrins Scenic Driving Routes.

3. ROLES AND RESPONSIBILITIES

3.1. SPERRINS PARTNERSHIP will provide the following services for the Council:

- 3.1.1.** SPERRINS PARTNERSHIP will assist with project identification, project co-ordination and financial management as agreed for relevant funding programmes.
- 3.1.2.** SPERRINS PARTNERSHIP will represent the agreed vision of the region in responding to consultations relating to regional, international and global issues.
- 3.1.3.** SPERRINS PARTNERSHIP will organise Best Practice Visits of both elected members and officials as and when required.

- 3.1.4.** SPERRINS PARTNERSHIP will submit 6 monthly reports detailing progress on all key areas of work and its contributions.
- 3.1.5.** SPERRINS PARTNERSHIP will administer all structures necessary to manage and implement the funds appropriately.
- 3.1.6.** SPERRINS PARTNERSHIP will facilitate the involvement of council staff and elected members in its work.

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 SPERRINS PARTNERSHIP for organisation costs for year 1 April 2022 – 31 March 2023.

Payment will be released only upon the following condition:

- Submission of an original invoice. Copies are NOT acceptable.
- Provision of completed and signed Declaration Form confirming SPERRINS PARTNERSHIP 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, Dan Kelly, as Chairperson of SPERRINS PARTNERSHIP have read and understood the Council's Service Level Agreement between SPERRINS PARTNERSHIP 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 a Chairperson of SPERRINS PARTNERSHIP.

Council Official**Sperrins Partnership Chairman****Signed:****Signed:****Position:****Position****Name (Block Capitals)****Name (Block Capitals):****Date****Date**

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