



15 November 2018

Dear Councillor

You are invited to attend a meeting of the Development Committee to be held in The Chamber, Magherafelt at Mid Ulster District Council, Ballyronan Road, MAGHERAFELT, BT45 6EN on Thursday, 15 November 2018 at 19:00 to transact the business noted below.

Yours faithfully

Anthony Tohill
Chief Executive

AGENDA

OPEN BUSINESS

1. Apologies
2. Declarations of Interest
3. Chair's Business
4. Deputation - Eoghan Ruadh Hurling Club

Matters for Decision

- | | |
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| 5. Economic Development Report | 3 - 56 |
| 6. Community Development Report | 57 - 62 |
| 7. The Heart of Ancient Ulster Landscape Partnership Scheme (HoAULP) | 63 - 66 |
| 8. Aughnacloy Changing Room Relocation | 67 - 70 |
| 9. Schools Sports Facilities Grant | 71 - 74 |
| 10. Macmillan Cancer Move More Ulster Programme | 75 - 78 |
| 11. Sport NI Multi Facility Fund Application | 79 - 84 |

Matters for Information

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| 12 Minutes of Development Committee held on 11 October 2018 | 85 - 96 |
| 13 Lough Neagh Partnership – Core Funding 18-19 | 97 - 102 |
| 14 Regional and Minority Language Implementation Working Group minutes of meeting of 18th October 2018 | 103 - 110 |
| 15 Leisure - Summer 2018 Programme Review | 111 - 116 |
| 16 Leisure Services Q2 Update | 117 - 134 |

Items restricted in accordance with Section 42, Part 1 of Schedule 6 of the Local Government Act (NI) 2014. The public will be asked to withdraw from the meeting at this point.

Matters for Decision

17. Invitation from The Ireland Funds, America to meet potential financial donors for Seamus Heaney HomePlace in Dallas, Texas
18. Proposal to deliver a pilot Ulster Scots Language project and Ulster Scots Cultural activity programme
19. Catering provision at Hill of The O'Neill & Ranfurly House
20. Reservoirs Safety Management

Matters for Information

21. Confidential Minutes of Development Committee held on 11 October 2018

Report on	1) Invest NI Letter of Offer: Digital First Programme 2) NI Women's Enterprise Challenge Proposal 2018- 21 3) Coalisland Town Centre Forum 4) Creative Shops Project Magherafelt 5) Launch of 'Mid Ulster Skills Report and Action Plan 2018-21' 6) Local Full Fibre Networks (LFFN) Challenge Fund 7) Business Improvement District Feasibility Study
Date of Meeting	November 2018
Reporting Officer	Adrian McCreesh, Director of Business & Communities
Contact Officer	Fiona McKeown, Head of Economic Development

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To provide Members with an update on key activities as detailed above.
2.0	Background
2.1	<p>Invest NI Letter of Offer: Digital First Programme</p> <p>In May 2018, Members approved the submission of 4 applications from the Council to the ERDF Investment for Growth and Jobs Programme for the delivery of 4 business support programmes (2018-22). This included a 'Digital First Programme', at a total cost of up to £269,700 (including expenses and excluding vat), with grant aid of 80%.</p> <p>The Digital First Programme seeks to develop the digital capacity of 150 businesses by December 2022 through the provision of support to micro and small businesses including a Digital Audit and up to 4 days' support. Nine Digital Seminars will also be included as part of the Programme and will be available to all micro and small businesses across Mid Ulster. The Programme's performance indicators outlined in the Letter of Offer include:</p> <ul style="list-style-type: none"> ▪ Council will use all reasonable endeavours to create at least 225 jobs by November 2023 ▪ Council will use all reasonable endeavours to generate at least 20 quality referrals to Invest NI
2.2	<p>NI Women's Enterprise Challenge Proposal 2018- 21</p> <p>In March 2018, Council approved a proposal from Women in Business to all 11 Councils for the delivery of a three-year collaborative regional programme between Women in Business, Invest NI and the 11 Councils to increase female entrepreneurship. NI Women's Enterprise Challenge (NIWEC) is a proposed collaboration resulting from a unique situation: an American entrepreneur originally from NI, impressed with the efforts of Women in Business to encourage new entrepreneurs, made a substantial financial commitment (£200,000) towards the development of other support initiatives. Invest NI then approached the councils to consider whether they, along with Invest NI, committing £200,000 could consider a partnership approach to supporting female entrepreneurship.</p>

	<p>The overall target participants is 600 women per year. Lisburn and Castlereagh City Council will act as Lead Council on behalf of the 11 Councils.</p>
2.3	<p>Coalisland Town Centre Forum</p> <p>Coalisland Town Centre Forum is being established along similar lines to the Forums / Partnerships already operating in Cookstown, Dungannon, Magherafelt and recently Maghera. The Forum will be a strategic body that will provide advice and guidance to Strategic Bodies and others regarding the growth of Coalisland Centre.</p> <p>The town centre forum will play a fundamental role working closely with key stakeholders such as Mid Ulster District Council, Neighbourhood Renewal, Coalisland Traders Association, Government Departments, Statutory agencies, local businesses and the community.</p>
2.4	<p>Creative Shops Project Magherafelt</p> <p>The Creative Shops Programme has launched its second three year programme. The programme is run by Big Telly Theatre Company and funded by Esme Fairburn Foundation and Arts Council of Northern Ireland. In June 2018 Members agreed to provide £4,000 towards the development of a Creative Shops Project in Magherafelt.</p>
2.5	<p>Launch of Mid Ulster Skills Report and Action Plan 2018-21</p> <p>Council and Mid Ulster Skills Forum have completed a Skills Report and Action Plan 2018-21. The key priorities and actions identified have been summarised into an Executive Summary Report. An official launch of the Report and Action Plan was held at Emerson, Cookstown on Monday 15th October 2018.</p>
2.6	<p>Local Full Fibre Networks (LFFN) Challenge Fund</p> <p>This project will see a fibre link capable of delivering gigabit (1,000 mbs per second) connections running between Council buildings which will act as anchor tenants in Dungannon, Cookstown and Maghera. The fibre links will have chambers every 400m approximately that allow commercial providers to access so they can provide FTTP to adjacent premises. Projects must demonstrate that Telecom providers can maximise what has been created which will benefit adjoining areas. Therefore urban and semi urban areas will be the main beneficiaries as opposed to rural areas. The LFFN must be completed by 2021.</p>
2.7	<p>Business Improvement District Feasibility Study</p> <p>One of the actions identified in the Regeneration Action Plan was the development of a Feasibility Study to provide a comprehensive assessment of the potential for developing a Business Improvement District (BID) in each of the five towns and ultimately recommend whether this is a viable proposition for each.</p>
3.0	
3.1	<p>Invest NI Letter of Offer: Digital First Programme</p> <p>Invest NI have approved the Council's Application (at a slightly reduced figure) and issued a Letter of Offer to Council for 80% of the total requested of £268,500 i.e. £214,800. Due to the Programme's value it will be advertised in the OJEU and, as required by Invest NI, the procurement process will be managed by the Central Procurement Directorate (CPD), who will provide advice and guidance to Council Officers during the process. Appendix 1.</p>

3.2	<p>NI Women's Enterprise Challenge Proposal 2018- 21 Further to all 11 Councils approving their funding towards the initiative, a Collaborative Agreement has now been produced by Lisburn and Castlereagh City Council (Lead Council) for 10 other Councils and Women in Business. Appendix 2.</p> <p>3.3 Coalisland Town Centre Forum The selection process to recruit members onto the Forum is ongoing. A further report will be taken to Council once all Members of the Forum have been identified and agreed.</p> <p>3.4 Creative Shops Project Magherafelt A suitable property has been identified on Broad Street to run a creative shops project. Big Telly Theatre Company have engaged an artistic director to take over the shop for 8 weeks from 22 October – 22 December. During the 8 week period the creative director will meet local people, groups, passers-by, local traders, school children. They develop creative projects specifically for that community. The Craft Collective will be involved with delivery of some of the workshops / initiatives.</p> <p>3.5 Launch of Mid Ulster Skills Report and Action Plan 2018-21 On Monday 15th October 2018 over 70 representatives of local businesses, industry bodies, central government, schools, colleges, MLAs and Council Members attended the official launch of the new Mid Ulster Skills Report and Action Plan 2018-21. The report and its key headlines attracted significant media coverage including features/interviews on BBC Radio Ulster and BBC Newsline.</p> <p>Feedback from businesses who attended the event has been extremely positive. The Report and Action Plan is now available in either hard copy or can be viewed and downloaded from the Council website: https://www.midulstercouncil.org/Business/Mid-Ulster-Skills-Forum</p> <div data-bbox="419 1290 1206 1809" data-label="Image"> </div> <p><i>Michael Deeny -Cogent, Alan Mc Keown-Dunbia, Cllr Sean Mc Peake-Chairman MUDC, Michael Gould -Department for the Economy, Anthony Tohill -Chief Executive MUDC, & Liz Kearns -Emerson</i></p> <p>Local Full Fibre Networks (LFFN) Challenge Fund</p>
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3.6	<p>Full Fibre Northern Ireland is the working name for a Council led consortium making a regional application to the Local Full Fibre Network Challenge fund. Councils involved:</p> <ol style="list-style-type: none"> 1. Newry, Mourne & Down 2. Antrim & Newtownabbey 3. Causeway Coast & Glens 4. Derry City & Strabane 5. Fermanagh & Omagh 6. Lisburn & Castlereagh City Council 7. Mid Ulster 8. Mid & East Antrim <p>Steady progress has been made in developing a regional application. The timetable for presenting to the investment panel is 27th November. Documents will be submitted by w/e 16 November. The consortium is now drafting all estimate costs of projects which will also provide the benefits of the interventions. There will be more detailed discussions with each member shortly. At this stage only outline projects are required to support the bid. The Council group are meeting on 8 November for a run through of the presentation. A first draft will of the Strategic, Management and Commercial cases will forwarded to the DCMS Dialogue team late October for comment.</p> <p>The consortium have begun to engage with:</p> <ul style="list-style-type: none"> - The market players and an update on the same will follow shortly. - DCMS and other organisations to consider best ways that asset reuse could be managed which will help us develop our proposed approach further. - Commercial operators to develop a commercial model for calculation of return on premises passed. - DfI in respect of road ducting. <p>The consortium will also continue developing the range of intervention types and identify which ones will apply in each council area.</p>
3.7	<p>Business Improvement District Feasibility Study</p> <p>NI Bids have been appointed to develop the feasibility study for the five towns which will provide a comprehensive assessment of the existing positions of the 5 town centres, their structure, resources, how they work and the strategic context and consequently its ability to develop a BID.</p> <p>To date a location, partnership review, a financial and boundary review have been carried out for the 5 town centres. The next stage of the project is to carry out consultation and engagement through a number of means with key stakeholders including online surveys, one to one interviews and workshops. This will help to inform the final feasibility study.</p>
4.0	<p>Other Considerations</p>
4.1	<p>Financial, Human Resources & Risk Implications</p> <p>Financial:</p> <p>Invest NI Letter of Offer: Digital First Programme Total cost of £268,500 with 80% grant aid (£214,800) over the period to March 2023 approved by Council in June 2018</p> <p>NI Women's Enterprise Challenge Proposal 2018- 21 Up to £6,162 is available from the economic development budget in 2018/19</p>

	Human: Officer time.
	<p>Risk Management:</p> <p>Invest NI Letter of Offer: Digital First Programme</p> <p>The Digital First Programme is scheduled to deliver digital support to 150 businesses until December 2022. While Invest NI's Letter of Offer commits funding of up to 80% (£214,800), this offer has been issued in line with existing legislation at time of issue. The relevant legislation which will apply post-Brexit is currently not known. Given the potential risks surrounding future EU funding, the Council will include a Clause in the Specification and the Contract to enable the Contract delivery to be reviewed/ ended, should funding be withdrawn or reduced, in a way which will minimise impact on programme beneficiaries.</p>
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: N/A
	Rural Needs Implications: N/A
5.0	Recommendation(s)
5.1	<p>Invest NI Letter of Offer: Digital First Programme</p> <p>a) Members to accept Letter of Offer from Invest NI (dated 8 October 2018) for the Digital First Programme offering up to £214,800 (80%) grant towards total programme costs of £268,500.</p> <p>b) Members to approve Officers to work with CPD to procure a suitably qualified organisation(s) to deliver the Digital First Programme at a cost of up to £268,500 (including expenses and excluding vat)</p>
5.2	<p>NI Women's Enterprise Challenge Proposal 2018- 21</p> <p>Further to the commitment of funding for up to one year initially towards the initiative, members are requested to approve the signing of the Collaborative Agreement with Lisburn and Castlereagh City Council and Women in Business. Provision for future years to be reviewed on receipt of reports from Women in Business, detailing the performance, outputs and value for money of the initiative in the Mid Ulster District Council area.</p>
5.3	<p>Coalisland Town Centre Forum</p> <p>Members to note progress</p>
5.4	<p>Creative Shops Project Magherafelt</p> <p>Members to note progress</p>
5.5	<p>Launch of Mid Ulster Skills Report and Action Plan 2018-21'</p> <p>To note the official launch of Mid Ulster's new 'Skills Report and Action Plan 2018-21' on Monday 15th October 2018 at Emerson, Cookstown</p>
5.6	<p>Local Full Fibre Networks (LFFN) Challenge Fund</p> <p>Members to note progress</p>
5.7	<p>Business Improvement District Feasibility Study</p> <p>Members to note progress</p>

6.0	Documents Attached & References
6.1	Appendix 1 – Letter of Offer from Invest NI: Digital First Programme (8 October 2018)
6.2	Appendix 2 – Collaborative Agreement: Lisburn and Castlereagh City Council, NI Women in Business & NI Councils (15 October 2018)



8 October 2018

Ref: 101000356513

LoO Ref No: 1810/130168809

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

For the attention of Mr Anthony Tohill

Dear Sir,

Re: Letter of Offer 1810/130168809 issued 8 October 2018

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

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

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

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

Yours faithfully
FOR AND ON BEHALF OF
INVEST NORTHERN IRELAND





8 October 2018

Ref: 101000356513
LoO Ref No: 1810/130168809

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

For the attention of Mr Anthony Tohill

Dear Sir,

PROJECT TITLE: Council EUIGJ – LED2 – Digital First Programme

1 FINANCIAL ASSISTANCE

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

- 1.1 A Local Economic Development (**LED**) resource grant (not exceeding £214,800) at a rate of 80% of vouched and approved expenditure as per the provisions in the Local Economic Development Resource Grant Annex.

2 DEFINITIONS USED IN THIS LETTER

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

3 REFERENCES AND INCORPORATION AND INTERPRETATION OF ANNEXES

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

4 PRE-CONDITIONS

There are no pre-conditions relating to this letter.

5 GENERAL CONDITIONS

5.1 The Project

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

5.2 Financial and other information

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

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

5.3 Matters Requiring Consent of Invest NI

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

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

5.4 Project Manager

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

5.5 State Aid

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

5.6 CPD Procurement Advice

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

5.7 Publicity

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

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

6 DEFAULT

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

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

- 6.8 the Council proposes or enters into a voluntary arrangement or composition with its creditors or makes any arrangement or composition with its creditors or makes an Application Form to a court of competent jurisdiction for a moratorium seeking protection from its creditors in any way and/or a distress or execution order is levied or if Enforcement of Judgments Office proceedings are commenced against any of the property of the Council or any similar proceedings are commenced in another jurisdiction;
- 6.9 the Council ceases to carry on its business or substantially the whole of its business otherwise than in the reasonable opinion of Invest NI by way of temporary cessation of business;
- 6.10 the Council ceases to be a legal entity;

7 STOPPING OF PAYMENTS OF FINANCIAL ASSISTANCE

- 7.1 Without prejudice to any other rights of Invest NI under this letter Invest NI shall be under no obligation to make any payment(s) or any further payment(s) of the Financial Assistance to the Council if:
 - 7.1.1 an Event of Default has occurred;
 - 7.1.2 the Council is in breach of any of its obligations under this letter (whether or not constituting an Event of Default), including without limitation any failure to furnish financial reports or other information within the time limits specified in **paragraph 5**; or
 - 7.1.3 in the reasonable opinion of Invest NI there has been Material and adverse change in the business, assets or other circumstances of the Council.
- 7.2 In any case where a breach by the Council of its obligations under this letter is capable of remedy and is remedied within 30 days of written notice by Invest NI; and such breach is the sole reason for the exercise of Invest NI's right to cease making payments of the Financial Assistance; Invest NI shall reinstate the making of payment of the Financial Assistance.

8 REPAYMENT OF FINANCIAL ASSISTANCE

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

9 DURATION

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

10 FAILURE TO INITIATE THE PROJECT

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

11 ACCEPTANCE

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

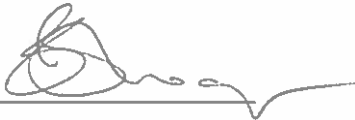
12 **AVAILABILITY**

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

13 **CONTACTS IN INVEST NI**

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

Yours faithfully
FOR AND ON BEHALF OF
INVEST NORTHERN IRELAND



FORM OF ACCEPTANCE - LoO: 1810/130168809

REF: 101000356513

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

Signed by the Council on this _____ day of _____ 20

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

[Duly Authorised Officer]

[Duly Authorised Officer]

NOTE

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

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

DEFINITIONS ANNEX

The following definitions shall apply throughout this letter:

“Application” means the Application Form and/or Business Case dated 22 June 2018 and submitted to Invest NI by the Council and approved by Invest NI in support of the Council's Application for the Financial Assistance setting out details of the Project and its implementation and completion and includes any variation or amendments approved by Invest NI and the Council;

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

“Commission” means the Commission of the European Union;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROJECT KEY ACTIONS ANNEX

1. Council to commence procurement for a delivery agent to deliver and manage the Digital First Programme by 31 December 2018.
2. Recruit at least 150 businesses to progress onto programme support by 30 April 2022.
3. Deliver a minimum of 75 days mentoring to at least 150 programme participants to conduct digital audits by 31 August 2022.
4. Deliver a minimum of 600 days mentoring to at least 150 programme participants by 31 December 2022.
5. A minimum of 9 digital seminars to be delivered (3 per annum with a minimum of 25 participants at each event) by 30 April 2022.
6. At least 20 businesses signposted to other support providers (excluding quality referrals to Invest NI) by 31 December 2022.
7. To produce a mid-term evaluation twenty four months after programme commencement.
8. To produce a final evaluation report by 30 November 2023.

PROJECT PERFORMANCE INDICATORS ANNEX

1. Progress against the Project Key Actions Annex as listed above.
2. Council will use all reasonable endeavours to create at least 225 jobs as a result of the Digital First Programme support by 30 November 2023.
3. Council will use all reasonable endeavours to generate at least 20 Invest NI quality referrals by 31 December 2022.

LOCAL ECONOMIC DEVELOPMENT (LED) RESOURCE GRANT ANNEX

Claims

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

2 Payment

- 2.1 To be considered for grant purposes, expenditure must be incurred and paid by the Council on or after the start date of 20 September 2018 and paid on or before the End Date of 31 March 2023.
- 2.2 Notwithstanding **paragraph 2.1** above, to be considered for grant purposes the Project, and expenditure for all activities in relation to the Project, as set out in the Application Form and Business Case, must be completed by 31 December 2022 (the "**Completion Date**").
- 2.3 The grant shall be payable as per **paragraph 1** above against eligible expenditure, vouched and approved by Invest NI on the costs agreed with Invest NI primarily on the costs below.

Expenditure Type	Eligible Costs
Consultancy Costs – Service Delivery	£268,500
Grant totalling £ 214,800 @ 80% on maximum expenditure of £ 268,500	

3 Repayment of Grant

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

TERMS AND CONDITIONS ANNEX

A STANDARD GENERAL CONDITIONS

A1 Accountancy System

The Council shall:

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

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

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

A2 Inspection Rights

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

A3 Interruption

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

A4 Environmental Impact

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

A5 Equality

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

A6 Third Parties

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

A7 Insurance

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

A8 Changes to the Project

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

TERMS AND CONDITIONS ANNEX

A9 Keeping Records

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

In the case of labour costs, these records should take the form of up to date time sheets recording the hours that each named individual worked on the Project. Managers and/or directors must also maintain a record of time spent by them on the Project. The Council shall take appropriate technical and organisational security measures against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, personal and business information created or accessed through the Project. Records of Project delivery held or stored by the Council may only be considered for disposal after a period of time set out in Invest NI's Retention and Disposal Schedule. Records related to the delivery of the Project can only be disposed of following appropriate review by the Council in line with Invest NI's review process.

A10 Responsibility

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

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

A11 Procurement

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

B DISCLOSURE, PUBLICITY, CONFIDENTIALITY

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

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

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

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

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

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

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

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

TERMS AND CONDITIONS ANNEX

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

C INVEST NI FINANCIAL ASSISTANCE

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

D REPAYMENT OF FINANCIAL ASSISTANCE

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

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

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

E OTHER FINANCIAL ASSISTANCE

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

F UNACCEPTABLE PRACTICE

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

G RECOVERY OF FINANCIAL ASSISTANCE

Notwithstanding any other provision of this letter, Invest NI may, if required as a result of a decision of the Commission, or as a result of any other obligation under European Union law, at any time: (i) withhold payment of any or all of the Financial Assistance; and/or (ii) require repayment of any or all of the

Financial Assistance, together with interest from the date on which the Financial Assistance was paid at the rate from time to time as required by the Commission. The Client shall on demand by Invest NI repay such Financial Assistance together with interest.

H DOCUMENTATION

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

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

I SERVICE OF NOTICES BY INVEST NI

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

J GOVERNING LAW

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

TERMS AND CONDITIONS ANNEX

K LEGAL COMPLIANCE

The Council shall:

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

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

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

L FINAL DATE FOR CLAIMING FINANCIAL ASSISTANCE

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

M THE MODERN SLAVERY ACT

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

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

of any delay or failure on the part of any of the foregoing to so comply.

N EUROPEAN REGIONAL DEVELOPMENT FUNDING

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

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

(1) WOMEN IN BUSINESS NI LTD

and

(2) LISBURN AND CASTLEREAGH CITY COUNCIL

and

(3) COUNCILS LISTED BELOW:

ANTRIM AND NEWTOWNABBEY BOROUGH COUNCIL;

ARDS AND NORTH DOWN BOROUGH COUNCIL;

ARMAGH CITY, BANBRIDGE AND CRAIGAVON BOROUGH COUNCIL;

BELFAST CITY COUNCIL;

CAUSEWAY COAST AND GLENS BOROUGH COUNCIL;

DERRY CITY AND STRABANE DISTRICT COUNCIL;

FERMANAGH AND OMAGH DISTRICT COUNCIL;

MID AND EAST ANTRIM BOROUGH COUNCIL;

MID ULSTER DISTRICT COUNCIL; and

NEWRY, MOURNE AND DOWN DISTRICT COUNCIL

COLLABORATION AGREEMENT

APPENDIX 2

THIS COLLABORATION AGREEMENT is made on day of 20

BETWEEN

Party (1) **WOMEN IN BUSINESS NI LTD** a company incorporated in Northern Ireland under Company Number NI054763 whose registered office is situate at Arthur House, 41 Arthur Street, Belfast, Northern Ireland, BT1 4GB (“**WIB**”);

Party (2) **LISBURN AND CASTLEREAGH CITY COUNCIL** of Island Civic Centre, the Island, Lisburn, BT27 4RL (“**LCCC**”); and

Party (3) **THE COUNCILS LISTED BELOW:**

ANTRIM AND NEWTOWNABBEY BOROUGH COUNCIL of Civic Centre, 50 Stiles Way, Antrim BT41 2UB;

ARDS AND NORTH DOWN BOROUGH COUNCIL of Town Hall, the Castle, Bangor, BT20 4BT;

ARMAGH CITY, BANBRIDGE AND CRAIGAVON BOROUGH COUNCIL of the Palace Demesne, Armagh BT60 4EL;

BELFAST CITY COUNCIL of 4-10 Linenhall Street, Belfast, BT2 8BP;

CAUSEWAY COAST AND GLENS BOROUGH COUNCIL of Cloonavin, 66 Portstewart Road, Coleraine, BT52 1EY;

DERRY CITY AND STRABANE DISTRICT COUNCIL of 98 Strand Road, BT48 7NN;

FERMANAGH AND OMAGH DISTRICT COUNCIL of 2 Townhall Street, Enniskillen, BT74 7BA;

MID AND EAST ANTRIM BOROUGH COUNCIL of the Braid, 1-29 Bridge Street, Ballymena, BT43 5EJ;

MID ULSTER DISTRICT COUNCIL of Burn Road, Cookstown, BT80 8DT; and

NEWRY, MOURNE AND DOWN DISTRICT COUNCIL of Monaghan Row, Newry, BT35 8DJ (together the “**Other Participating Councils**”)

BACKGROUND:

(A) The Northern Ireland Women’s Enterprise Challenge (“**NIWEC**”) is a new collaboration between the 11 Councils, Invest Northern Ireland of Bedford Square, Belfast, BT2 7ES (“**INI**”); and WIB. The aim of NIWEC is to promote and support female enterprise, increase the numbers of women starting a business and encourage existing female entrepreneurs to grow their businesses.

(B) LCCC is acting as the lead Council on behalf of the Other Participating Councils and has authority to represent

APPENDIX 2

the participating Councils in this Collaboration Agreement.

(C) WIB who shaped the concept and design of the programme will deliver NIWEC and manage all operational aspects of NIWEC.

(D) WIB, and LCCC (together with the Other Participating Councils) and INI (via separate grant funding to LCCC) are funding NIWEC across Northern Ireland.

(E) LCCC and the Other Participating Councils have agreed to pay the Grant to WIB to assist it in carrying out the Project.

(F) The Grant does not constitute state aid within the meaning of Article 107(1) of the Treaty on the Functioning of the European Union or *de minimis* aid under Commission Regulation (EU) No. 1407/2013 of 18 December 2013.

(G) This Agreement sets out the terms and conditions on which the Grant is made by the LCCC and the Other Participating Councils to the WIB.

(H) These terms and conditions are intended to ensure that the Grant is used for the purpose for which it is awarded.

AGREED TERMS

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this clause apply in this Agreement.

Agreement: the Collaboration Agreement between the parties.

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

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Commencement Date: has the meaning set out in Clause 5.1 (Commencement and Duration)

Data Protection Legislation: (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

Event of Default: as defined in Clause 18.1 below (Withholding, Suspending and Repayment of Grant)

GDPR: the General Data Protection Regulation ((EU) 2016/679).

Governing Body: the governing body of WIB including its directors or trustees.

Grant: the sum not exceeding £400,000 as per the provisions of Schedule 3 (Grant Index)

Grant Period: the period for which the Grant is awarded starting on the Commencement Date and ending on the third anniversary of the Commencement Date.

Input: in relation to a party, the services, resources, manpower or other tangibles or intangibles that such party provides in accordance with the agreement in relation to the Project.

Intellectual Property Rights: all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term

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and any renewals and extensions.

Know-How: information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

LCCC Project Manager: the individual who has been nominated by LCCC to represent LCCC and the Other Participating Councils for the purposes of this Agreement.

NIWEC means the unincorporated project known as “the Northern Ireland Women’s Enterprise Challenge” through which the Project will be delivered. For the avoidance of doubt this is not a legal entity in its own right.

Prohibited Act:

offering, giving or agreeing to give to any servant of LCCC of the Other Participating Councils any gift or consideration of any kind as an inducement or reward for:

- i. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with LCCC of the Other Participating Councils ;
- ii. showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with LCCC of the Other Participating Councils;
- iii. any activity covered under the Bribery Act;
- iv. any activity under legislation creating offences in respect of fraudulent acts; or
- v. at common law in respect of fraudulent acts in relation to this Agreement or any other contract with LCCC of the Other Participating Councils.

Project: the project agreed by the parties and detailed at Schedule 1 hereto, in relation to which the parties will collaborate in accordance with this Agreement.

Project Fund: the Grant and the WIB Contribution.

Project Management and Governance Structures: means the project management and governance structures applicable to the Project as agreed between the parties and more particularly described at Schedule 2 hereto.

Quarterly Activity Report: as defined in clause 12.2 below (Monitoring and Reporting)

Review Date: the first anniversary of the Commencement Date.

Steering Committee: the steering committee consisting of personnel appointed from time to time by WIB and LCCC as set out in Schedule 2

WIB Contribution: the money to be provided by WIB towards completion of the Project as set out in the budget in Schedule 2.

WIB Project Manager: the individual who has been employed by WIB to manage the Project.

- 1.2. Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3. The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- 1.4. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the Schedule.
- 1.5. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6. A reference to a **company** shall include any company, corporation or other body corporate, wherever and

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however incorporated or established.

- 1.7. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.8. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9. A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.
- 1.10. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.11. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.12. A reference to **writing** or **written** does not include fax or e-mail.
- 1.13. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14. A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.15. Where any statement is qualified by the expression **so far as a party is aware or to a party's knowledge** (or any similar expression), that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.16. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.17. Where there is a conflict between the terms and conditions of this Agreement, and the Project, the terms and conditions shall prevail to the extent of the inconsistency.
- 1.18. Any reference to this Agreement terminating shall, where the context requires, include a reference to this Agreement terminating by expiry.

2. PURPOSE OF GRANT

- 2.1. WIB shall use the Project Fund only for the delivery of the Project and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of LCCC.
- 2.2. WIB shall not make any significant change to the Project without the LCCC's prior written agreement.

3. PAYMENT OF GRANT

- 3.1. Subject to clause 18 (Withholding, Suspending and Repayment of Grant), LCCC and the Other Participating Councils shall pay the Grant to WIB in accordance with Schedule 3, subject to the necessary funds being available when payment falls due. WIB agrees and accepts that payments of the Grant can only be made to the extent that LCCC and the Other Participating Councils have available funds subject to all reasonable endeavours being made by LCCC and the Other Participating Councils to secure the funds on time to allow the Project to progress in accordance with the terms of the Agreement.
- 3.2. No Grant shall be paid unless and until the LCCC is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

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- 3.3. The amount of the Grant shall not be increased in the event of any overspend by WIB in its delivery of the Project.
- 3.4. The Grant shall be paid into a separate bank account in the name of WIB which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of WIB.
- 3.5. WIB shall not transfer any part of the Grant to bank accounts which are not ordinary business accounts within the clearing bank system, without the prior written consent of the LCCC.
- 3.6. WIB shall promptly repay to LCCC and the Other Participating Councils any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by WIB.

4. USE OF GRANT

- 4.1. The Project Fund shall be used by WIB for the delivery of the Project in accordance with the agreed budget set out in Schedule 2. For the avoidance of doubt, the amount of the Grant that WIB may spend on any item of expenditure listed in Schedule 2 shall not exceed the corresponding sum of money listed without the prior written agreement of LCCC.
- 4.2. The WIB Contribution shall be included in the budget in Schedule 2.
- 4.3. WIB shall not use the Grant to:
 - 4.3.1. make any payment to members of its Governing Body;
 - 4.3.2. purchase buildings or land; or
 - 4.3.3. pay for any expenditure commitments that WIB entered into before the Commencement Date, unless this has been approved in writing by LCCC.
- 4.4. WIB shall not spend any part of the Grant on the delivery of the Project after the Grant Period.
- 4.5. Should any part of the Grant remain unspent at the end of the Grant Period, WIB shall ensure that any unspent monies are returned to LCCC and the Other Participating Councils or if agreed the LCCC shall be entitled to return the unspent monies to use for female enterprise support as agreed between the parties.
- 4.6. Any liabilities arising at the end of the Project including but not limited to any redundancy liabilities for staff employed by WIB to deliver the Project must be managed and paid for by WIB from the Project Fund. Aside from the Grant there will be no additional funding available from LCCC and the Other Participating Councils for this purpose.

5. COMMENCEMENT AND DURATION

- 5.1. This Agreement shall commence on the date when it has been signed by all of the parties (**Commencement Date**).
- 5.2. This Agreement shall continue, unless terminated earlier in accordance with this Agreement, until the third anniversary of the commencement of this Agreement at which point it may be renewed with the agreement of the parties.
- 5.3. On the Review Date any of the parties may choose to terminate the Agreement pursuant to an unsatisfactory performance review by the NIWEC Steering Committee as detailed in the Project Management and Governance Structures.
- 5.4. Otherwise this Agreement may be terminated in accordance with the provisions of Clause 25 (Termination).

6. COLLABORATION AND CO-OPERATION

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- 6.1. The parties shall co-operate in accordance with the provisions of this Agreement in relation to the implementation of the Project.
- 6.2. The parties shall establish and implement the Project Management and Governance Structures.

7. EXISTING ARRANGEMENTS

- 7.1. Nothing in this Agreement shall restrict any party's right to continue to conduct its business activities or arrangements that existed on the Commencement Date or that otherwise come into being outside the scope of this Agreement.
- 7.2. However, as the parties will be working together in relation to Project where each party may have access to information or Intellectual Property Rights of the other, each party acknowledges that the other party will need to protect such information and Intellectual Property Rights in accordance with clause 14 (Intellectual Property Rights) and clause 15 (Confidentiality).

8. THE PROJECT

- 8.1. The Project is detailed at Schedule 1 hereto.
- 8.2. The scope of the Project may be amended in accordance with clause 32 (Variation).
- 8.3. WIB shall in relation to the obligations allocated to it under this Agreement:
 - 8.3.1. perform such obligations, including by providing the Inputs in accordance with timeframes or milestones (if any) specified in the Project;
 - 8.3.2. use reasonable care and skill in performing such obligations;
 - 8.3.3. comply with good industry practice;
 - 8.3.4. comply with all laws applicable to it;
 - 8.3.5. obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations;
 - 8.3.6. ensure that the Inputs it provides conform with descriptions and specifications (if any) set out in the Project; and
 - 8.3.7. if on the other party's premises, comply with that party's health and safety and site regulations made known to it.
- 8.4. Each party shall ensure that it uses employees or agents in performing its obligations under the Project who are suitably qualified and experienced.
- 8.5. WIB shall not without the unanimous consent of the Steering Committee:
 - 8.5.1. change the activities undertaken in the Project;
 - 8.5.2. make any significant changes over the lifetime of the Project to the individual categories of expenditure, or expenditure profile or quantifiable targets;
 - 8.5.3. make any change to the Project's use, its financing or ownership; or
 - 8.5.4. allow any other person or company, to be entitled to participate in or have the benefit of the Grant or permit any commission, profit sharing or other arrangements under which any other person or

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company shall benefit from the Grant.

9. CUSTOMERS

- 9.1. Each party agrees that it has no right to bind the other party in contract or otherwise in relation to any customers, clients or service users of the other parties, and it shall not represent that it has such right.
- 9.2. Nothing in this Agreement constitutes one party, a partner, employer, employee or agent of the other parties in relation to any party's customers, clients or service users.

10. INFORMATION FLOW AND PROJECT MANAGEMENT

- 10.1. To enable the parties to maximise the benefits of their collaboration, each party shall:
 - 10.1.1. engage as required in the Project Management and Governance Structure;
 - 10.1.2. keep the other parties informed about progress in relation to each Project; and
 - 10.1.3. facilitate regular discussions between appropriate members of its personnel and those of the other parties in relation to each Project, including in relation to:
 - 10.1.3.1. performance and issues of concern in relation to each Project;
 - 10.1.3.2. new developments and resource requirements;
 - 10.1.3.3. compliance with deadlines; and
 - 10.1.3.4. such other matters as may be agreed between the parties from time to time.
 - 10.1.4. Each party shall:
 - 10.1.4.1. supply to the other parties' all information and assistance reasonably requested by them relating to the Project as is necessary to enable the other parties to perform their own obligations in relation to the Project; and
 - 10.1.4.2. review documentation, including draft specifications or service descriptions or other technical documentation, for use when performing its obligations in relation to the Project (if any), as soon as reasonably practicable at the request of the other party, and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware.

11. ACCOUNTS AND RECORDS

- 11.1. The Grant shall be shown in WIB's accounts as a restricted fund and shall not be included under general funds.
- 11.2. WIB shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant monies received by it.
- 11.3. WIB shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least three years following receipt of any Grant monies to which they relate. LCCC shall have the right to review WIB's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.
- 11.4. WIB shall provide the LCCC with a copy of its annual accounts within six months (or such lesser period as LCCC may reasonably require) of the end of the relevant financial year in respect of each year in which the Grant is paid.

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12. MONITORING AND REPORTING

- 12.1. WIB shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 12.2. WIB shall provide LCCC with a financial report and an operational report on its use of the Grant and delivery of the Project every quarter and in the form of the **Quarterly Activity Report** at Schedule 1 paragraph 3. WIB shall provide LCCC with each report within three months of the last day of the quarter to which it relates.
- 12.3. WIB shall on request from the Steering Committee provide LCCC and the Other Participating Councils with such further information, explanations and documents as LCCC may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 12.4. WIB shall provide LCCC with a final report on completion of the Grant Period which shall confirm whether the Project has been successfully and properly completed.

13. ACKNOWLEDGMENT AND PUBLICITY

- 13.1. WIB shall acknowledge the Grant in its annual report and accounts, including an acknowledgement of LCCC, the Other Participating Councils and INI as the sources of the Grant.
- 13.2. In using the LCCC's, the Other Participating Council's or INI's names and logos, WIB shall comply with all reasonable branding guidelines issued by LCCC from time to time.
- 13.3. WIB agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by LCCC.
- 13.4. LCCC and the Other Participating Councils may acknowledge WIB's involvement in the Project as appropriate without prior notice.

14. INTELLECTUAL PROPERTY RIGHTS

- 14.1. The parties agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by any of the parties before the Commencement Date or developed by any party during the Grant Period, shall remain the property of that party.
- 14.2. Where LCCC or the Other Participating Councils has provided WIB with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), WIB shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by LCCC.

15. CONFIDENTIALITY

- 15.1. Subject to Clause 16 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 15.2. The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
 - 15.2.1. at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
 - 15.2.2. is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or

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- 15.2.3. is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

16. FREEDOM OF INFORMATION

- 16.1. WIB acknowledges that LCCC, the Other Participating Councils and INI are subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 16.2. WIB shall:
- 16.2.1. provide all necessary assistance and cooperation as reasonably requested by LCCC to enable LCCC, the Other Participating Councils and INI to comply with their obligations under the FOIA and EIRs;
 - 16.2.2. transfer to LCCC 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;
 - 16.2.3. provide LCCC with a copy of all information belonging to LCCC, the Other Participating Councils or INI requested in the request for information which is in its possession or control in the form that LCCC requires within 5 working days (or such other period as LCCC may reasonably specify) of LCCC's request for such information; and
 - 16.2.4. not respond directly to a request for information unless authorised in writing to do so by LCCC.
- 16.3. WIB acknowledges that LCCC, the Other Participating Councils or INI may lawfully be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from WIB. LCCC shall take reasonable steps to notify WIB 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 practicable for it to do so but (notwithstanding any other provision in this Agreement) LCCC shall be responsible for determining its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

17. DATA PROTECTION

All parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

18. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 18.1. It is the intention of LCCC and the Other Participating Councils that the Grant will be paid to WIB in full. However, without prejudice to LCCC's and the Other Participating Councils' other rights and remedies, LCCC and the Other Participating Councils may at their reasonable discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:
- 18.1.1. WIB uses the Grant for purposes other than those for which it has been awarded;
 - 18.1.2. the delivery of the Project does not start within 6 months of the Commencement Date and WIB has failed to provide LCCC with a reasonable explanation for the delay;
 - 18.1.3. LCCC (acting reasonably) considers that WIB has not made satisfactory progress with the delivery of the Project;
 - 18.1.4. LCCC considers that the Project has been abandoned;
 - 18.1.5. WIB fails to pay or repay to LCCC and the Other Participating Councils any sum due when it becomes due under this Agreement or otherwise;
 - 18.1.6. WIB fails to provide the WIB Contribution;
 - 18.1.7. WIB is, in the reasonable opinion of LCCC, delivering the Project in a negligent manner;
 - 18.1.8. WIB obtains duplicate funding from a third party for the Project;
 - 18.1.9. WIB obtains funding from a third party which, in the reasonable opinion of LCCC, undertakes activities that are likely to bring the reputation of the Project or LCCC into disrepute;

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- 18.1.10. WIB provides LCCC with any materially misleading or inaccurate information;
- 18.1.11. Breach of clause 22 (Warranties) by WIB;
- 18.1.12. WIB commits or committed a Prohibited Act;
- 18.1.13. any member of the Governing Body, employee or volunteer of WIB has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of LCCC, bring or are likely to bring the LCCC's or the Other Participating Councils' name or reputation into disrepute;
- 18.1.14. WIB ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
- 18.1.15. WIB becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due
- 18.1.16. WIB ceases to be a legal entity;
- 18.1.17. WIB fails to provide such information as is reasonably required by LCCC via the Quarterly Activity Report; or
- 18.1.18. WIB fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure. (each an **Event of Default**)
- 18.2. WIB shall make any payments due to the LCCC or the Other Participating Councils without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 18.3. Should WIB be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the LCCC as soon as possible so that, if possible, and without creating any legal obligation, the LCCC will have an opportunity to provide assistance in resolving the problem or to take action to protect LCCC and the Other Participating Councils and the Grant monies.
- 18.4. It is the intention of WIB to carry out all of its obligations under this Agreement in order to carry out and complete the Project but in the event that any payment of the Grant is withheld by LCCC and the Other Participating Councils and this is not due to the act or default of WIB then this shall constitute a WIB Event of Default ("WIB Event of Default")

19. ANTI-DISCRIMINATION

- 19.1. WIB shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment or otherwise.
- 19.2. WIB shall take all reasonable steps to secure the observance of clause 19.1 by all servants, employees or agents and all suppliers and sub-contractors engaged on the Project.

20. HUMAN RIGHTS

- 20.1. WIB shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if WIB were a public body (as defined in the Human Rights Act 1998).
- 20.2. WIB shall undertake, or refrain from undertaking, such acts as LCCC requests so as to enable LCCC and the Other Participating Councils to comply with their obligations under the Human Rights Act 1998.

21. LIMITATION OF LIABILITY

- 21.1. Save and to the extent that LCCC and the Other Participating Councils have not acted in accordance with their obligations under this Agreement, LCCC and the Other Participating Councils accept no liability for any consequences, whether direct or indirect, that may come about from WIB

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running the Project, the use of the Grant or from withdrawal of the Grant in accordance with the terms of this Agreement.

- 21.2. WIB shall indemnify and hold harmless LCCC and the Other Participating Councils, their employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or directly incurred by reason of the actions and/or omissions of WIB in relation to the Project, the non-fulfilment of obligations of WIB under this Agreement or its obligations to third parties.
- 21.3. Subject to clause 21.1, LCCC's and the Other Participating Councils' liability under this Agreement is limited to the payment of the Grant in their respective proportions and contributions as set out in Schedule 2.

22. WARRANTIES

- 22.1. WIB warrants, undertakes and agrees that:
- 22.1.1. it has all necessary resources, approvals, powers and expertise to deliver the Project (assuming due receipt of the Grant);
 - 22.1.2. it has not committed, nor shall it commit, any Prohibited Act;
 - 22.1.3. it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Steering Committee immediately of any significant departure from such legislation, codes or recommendations;
 - 22.1.4. it shall comply with the requirements of applicable health and safety legislation and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
 - 22.1.5. it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
 - 22.1.6. it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
 - 22.1.7. all financial and other information concerning WIB which has been disclosed to the LCCC is to the best of its knowledge and belief, true and accurate;
 - 22.1.8. it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Grant;
 - 22.1.9. it is not aware of anything in its own affairs, which it has not disclosed to LCCC or any of its advisers, which might reasonably have influenced the decision of LCCC and the Other Participating Councils to make the Grant on the terms contained in this Agreement; and
 - 22.1.10. since the date of its last accounts there has been no material change in its financial position or prospects.
- 22.2. LCCC and the Other Participating Councils warrant, undertakes and agrees that they have all necessary resources, approvals and consents in place to provide the Grant to WIB for the Project and to allow the Project to proceed from the Commencement Date.

23. INSURANCE

- 23.1. WIB shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by WIB, arising out of WIB's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).
- 23.2. The Required Insurances referred to above include (but are not limited to):
- 23.2.1. public liability insurance with a limit of indemnity of not less than ten million pounds (£2,000,000) in relation to any one claim or series of claims arising from the Project; and
 - 23.2.2. employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project.

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WIB shall (on request) supply to LCCC a copy of such insurance policies and evidence that the relevant premiums have been paid.

24. DURATION

- 24.1. Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the anniversary of expiry of the Grant Period or for so long as any Grant monies remain unspent by WIB, whichever is longer.
- 24.2. Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

25. TERMINATION

- 25.1. LCCC may terminate this Agreement and any Grant payments immediately on notice should there be an Event of Default.
- 25.2. WIB may terminate this Agreement and shall have no further obligations to proceed with the Project should there be a WIB Event of Default and LCCC and the Other Participating Councils do not remedy this within 30 days of receipt of written notice from WIB.

26. ASSIGNMENT

WIB may not, without the prior written consent of LCCC, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

27. WAIVER

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

28. NOTICES

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, sent by post (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

29. DISPUTE RESOLUTION

- 29.1. In the event of any complaint or dispute (which does not relate to the LCCC's and the Other Participating Councils' right to withhold funds or terminate in accordance with the terms of this Agreement) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the LCCC Project Manager or any other individual nominated by LCCC from time to time.
- 29.2. Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the LCCC Project Manager or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the LCCC and the Chief Executive of the WIB with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by LCCC and WIB.
- 29.3. In the absence of agreement under clause 29.2 the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

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30. NO PARTNERSHIP OR AGENCY

This Agreement shall not create any partnership or joint venture between LCCC and the Other Participating Councils and WIB, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

31. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

32. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

33. EXECUTION

- 33.1. This Agreement may be executed in any number of counterparts, each of which, when executed, will be an original and all the counterparts together will constitute one and the same document.
- 33.2. Transmission of the executed signature page of a counterpart of this Agreement by (a) fax or (b) email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 33.3. No counterpart shall be effective until each party has executed at least one counterpart.

34. GOVERNING LAW

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

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SCHEDULE 1 THE PROJECT

1. STRUCTURE

- 1.1. This Schedule forms part of the Agreement.
- 1.2. The terms and conditions of the agreement apply to this Schedule. Each party agrees that it shall perform its obligations set out in this Schedule in accordance with the agreement.
- 1.3. Unless otherwise defined in this Schedule, terms used in this Schedule shall have the meaning given to them in the Agreement.

2. DESCRIPTION OF PROJECT

- 2.1. The parties shall use all reasonable endeavours to ensure that NIWEC engages in the activities outlined in the table below. Following review of activities the parties jointly have the authority to change elements of the Project ensuring the overall budget and estimated levels of participation and engagement are maintained.

Activity	Target group	Number offered per year	Number of total participants per year NI wide	Average Number of participants per Activity	Average Direct Cost per person
Imagine It Bootcamps	Pre-start	11	440	40 Min 20 max 60	£41
Explore It (4 months of ongoing support)	Pre-start	6	90	15 Min 10	£729
Sell It (2 day Residential)	Trading/ Growth	2	44	22 Min 12	£272
Local networking event	All women, any stage	11	220	Min 12	£35
Conference and Dragons Den event	Pre-starts, Start-ups and trading businesses	1	250	N/A	£80

- 2.2. A breakdown of the target groups, justification, objectives, goals and estimated costs of the various activities is outlined below.

Imagine It	
Who?	<ul style="list-style-type: none"> • Women who are economically inactive. • Women at the pre-start stage. • These may be women with or without an idea.

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	<ul style="list-style-type: none"> • Women exploring what to do next/career options. • Women returners • Women in jobs that don't satisfy them or allow them to reach full potential. • Women who have an idea or see an opportunity but don't know how to move forward. • Women who may already have benefited from start up support but have not achieved sales/don't know how to proceed.
Why?	These one day bootcamps have been piloted in Belfast, Lisburn and Newtownabbey in the past 18 months. They have been very successful in terms of numbers attending, and the feedback from evaluations demonstrate that women feel inspired and motivated to take action.
What?	These one day events will take place in a venue within the local Council area, as agreed with the Council. They will include a keynote speaker, local role models, and motivational/personal development workshop and group discussions with local entrepreneurs. It will also provide signposting on local support.
Cost?	£1630 per Bootcamp.
Explore It	
Who?	<ul style="list-style-type: none"> • Women who are economically inactive. • Women with an idea at the pre-start stage. • Women with a product idea who need help to develop it from an early stage concept to a tested product suitable for trading. • Women who have skills to offer a service but would benefit from confidence to go out on their own. • Women with an interest in a business idea but unsure if there is adequate market demand or whether their idea would be financially viable. • Women who feel they are "under-employed" – not reaching their full potential, but have a skill or idea they could monetize. • Women looking to get back to work, through self-employment, but who have been out of the work environment due to personal commitments or challenges and would benefit from belonging to a group of likeminded women to drive them into action.
Why?	Women in Business has previous experience of running pre-start initiatives that have had a significant impact in driving women forward into action, by building a group that they belong to, by connecting them to role models, by providing on-going support over a period of time. Women can learn more effectively in a female peer group, therefore achieving greater outcomes.

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What?	<ul style="list-style-type: none"> • Each participant is assessed on her idea, personal barriers, skills and needs. (Personal and skills needs assessment) • Each participant is allocated a Buddy who support them through meetings, phone calls and online communication over 3 months. A Buddy is a female entrepreneur with practical experience of all areas of business start who can support their efforts, guide them, and introduce them to other key connections and business support in the area. • Total of 8hrs support per person. • Matches will be made based on the unique barriers the participant faces e.g. redundancy, health challenges, lack of knowledge of the market or language/communication issues. • Each area will have a group of 15 women who will be encouraged to work together on their business ideas. There will be a closed Facebook group that will be facilitated to encourage peer support and learning and to create a network that will continue beyond the facilitated support. • Each group will be offered 3 days of workshops on pre-start themes such as idea development, creative thinking, market research, goal setting, barriers to start up, idea viability. Sessions to include role models and visit from local NISBUP delivery agent to give information on Go For It and other local support. All regions to deliver similar content and use materials provided. • The group will meet monthly x 3 months for facilitated discussions and problem solving with role models (women who are successfully trading in their businesses) to give them direction, encourage them, give practical business advice or connect them to useful contacts. It is hoped that participants will be ready to access Go for It business planning support during this phase.
Cost?	£10940 per local initiative. 1 in Belfast and 1 delivered per 2 Council areas.
Sell It	
Who?	<ul style="list-style-type: none"> • Women who are trading but with access to the right type of support have the potential to grow. • Businesses who are through the start up phase but need to make change to get to the next stage of business. • Women who have potential in their business and through a female motivational environment will get energised and guided to move it forward. • Women who have a business model that may be working but they require further business,

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	<p>strategic or sales/marketing skills to achieve growth.</p> <ul style="list-style-type: none"> • Businesses serving a local market who want to consider export. • Businesses who need investment to grow their business but don't know what to do next. • Women who need to access mentoring support but do not know what is available/accessible to them.
Why?	<p>Women in Business have feedback from members of the network and past participants of start up programmes that there is a need to empower and inform women and to do more to support them with the challenges of growth. Many female business owners want to grow their business, but they learn and achieve differently from men. There is clear evidence that learning is more effective in peer groups. We need to give them the tools and knowledge to create their own growth strategy and to introduce them to local Council or Invest NI support that may be able to help.</p>
What?	<ul style="list-style-type: none"> • These 2 day events will take place twice per year in Northern Ireland in 2 different locations. • They will be facilitated by experienced trainers and will cover topics such as Making a Pitch, How to find an Investor, Branding and Selling, Developing a business strategy, and Growth Challenges. • They will include testimonies from Leading NI female entrepreneurs who have "walked the walk" and include 121 meetings with Advisers and Businesswomen. • There will be information/speakers available on the support that is provided by the local Councils, Invest NI, Colleges and other key business development providers. • As there are limited places for each Council area, • participation will be by application and assessment.
Cost?	£5980 per Residential.
Local Female Networks	
Who?	<ul style="list-style-type: none"> • Women at the pre-start, start up, trading and growth stages. • Women who want more information on support available. • Women who are self-employed/one man band and feel isolated and want to meet likeminded women. • Women who want to feel energised and motivated in their business mind-set.
Why?	<ul style="list-style-type: none"> • Women in Business run at least 3 events per month as part of the Women in Business network.

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	<ul style="list-style-type: none"> • These vary from facilitated networking to keynote speakers and master classes on useful business topics. • These events however are not delivered NI wide. Many are in Belfast, with some in Coleraine, Newry, L/Derry and Omagh through local delivery partners. • The aim is to have a consistent approach throughout Northern Ireland and to initiate female networking in all areas.
What?	<ul style="list-style-type: none"> • Half day events, normally offered in the morning or early evening. • The event will be a combination of a keynote speaker and facilitated networking. • In some areas where there are existing local networking initiatives the event may be run in partnership. • A local delivery agent such as the Enterprise agency may be interested in hosting or running the event under guidance from the Project Manager.
Cost?	£710 per networking event.
Female Entrepreneurship Conference and Dragons Den event	
Who?	Female owned businesses – prestart, start up, trading, growth
Why?	Women in Business have a track record of successful conferences and Awards events. There is the opportunity to focus on Entrepreneurial success by supporting the Annual Female Entrepreneurs Conference run by WIB and Causeway Enterprise and adding to it the NIWEC Dragons Den Pitching event. This will take place on International Women's Day in March and will invite previous NIWEC participants to attend and compete in the Pitching element through an application process.
What?	<ul style="list-style-type: none"> • Delegates will attend a full day event which will bring together entrepreneurial speakers, master classes and workshops. • The Dragons Den event will seek to award several female early stage entrepreneurs and trading businesses for their achievements. • Several female early stage entrepreneurs will have the opportunity to pitch for investment in their business. The pitches will be presented at an evening event.
Cost?	£20000 sponsorship and £20000 in prize fund.

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3. NIWEC Quarterly Activity Report

Activity	Target No. of attendees	Actual no of attendees	Costs	Comments	Evidence-Sign In Sheet, Evaluations, Invoices and Statement
<u>Boot Camp</u> <u>Lisburn</u> <u>Date xxx</u>		45	Catering £xx Speakers £xx Marketing £xx	Hard to recruit more Council/Enterprise support required. XX Speaker excellent	Attached
Explore IT Belfast		15			

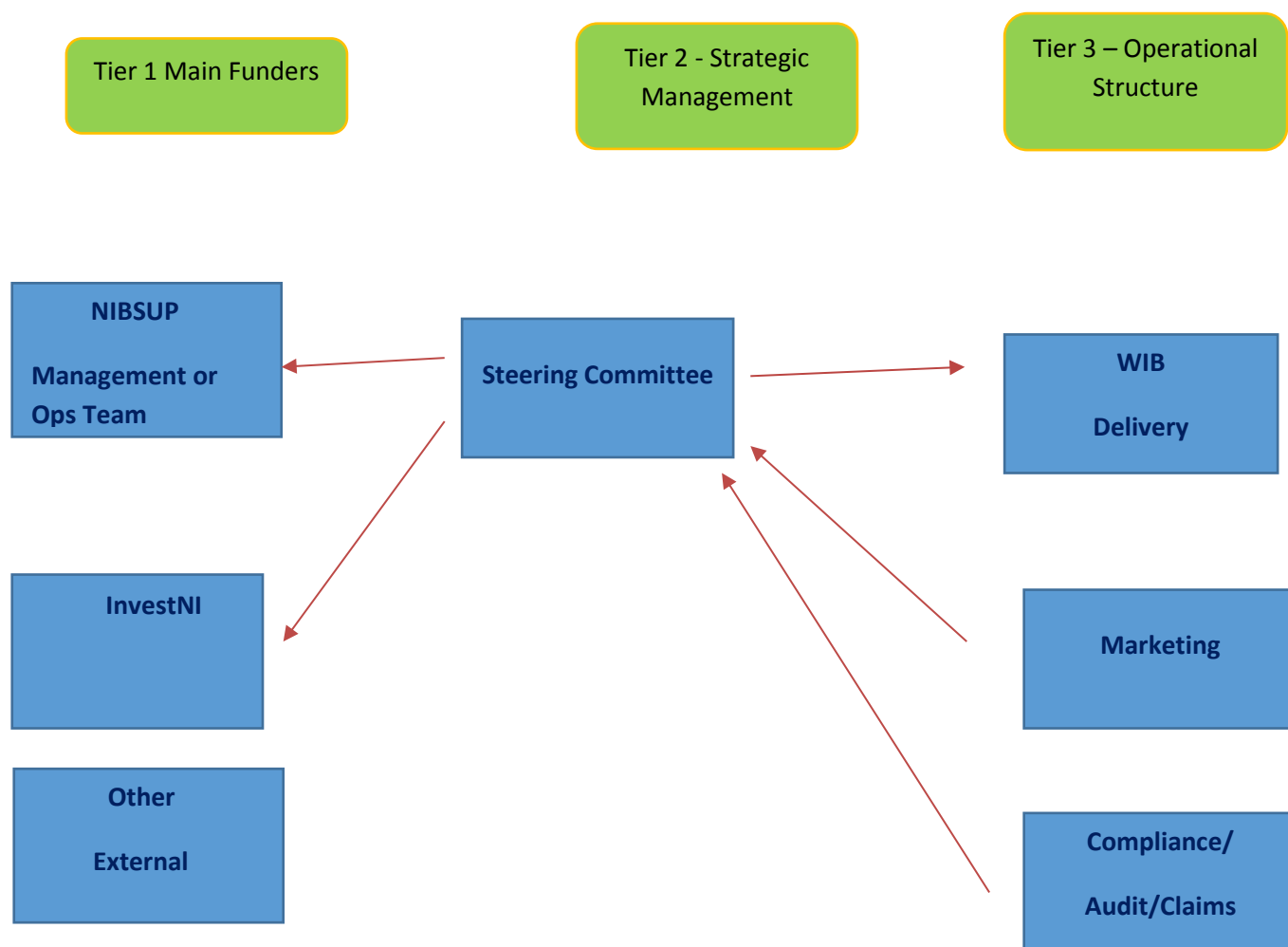
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SCHEDULE 2 PROJECT MANAGEMENT AND GOVERNANCE STRUCTURES

Organisation Structure

There are 3 tiers of governance and management structure for the NIWEC, depicted below:

Tier 1	Main Funders ; WIB, Invest NI and the 11 Councils
Tier 2	Strategic Management – Managed via a Steering Committee consisting of 2 personnel with decision making authority from WIB and LCCC
Tier 3	Operational Structures – Service Delivery Team from WIB, Marketing again primarily from WIB but with support and collaborative communication with the Steering Committee



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Steering Committee

The Steering Committee will provide the overall strategic and management input to deliver NIWEC and provide longer term strategic guidance and policy support.

<u>NIWEC Steering Committee</u>	
Role/remit	<p>Overall strategic management and guidance of the NIWEC</p> <ul style="list-style-type: none"> • Provision of KPI information and recommendations to Tier 1 Group • On-going strategic development and development of annual plans/reports • Overall performance Management • Strategic review of Delivery services • Review of budgets and Finance • Monitoring and Reporting • Quality Assurance
How will this group be set up and function	<ul style="list-style-type: none"> • The first of these meetings was held on Wednesday 30th May. • Meetings will be held in August and September 2018 to allow for closure of collaboration agreement • Frequency thereafter likely to be one meeting per Quarter, to be agreed at September Steering Committee meeting • Chair facilitation will be the Organisation hosting the meeting which will rotate between the 2 partners • The Chair person will be responsible for organising meetings, setting agenda, action points and acting as the main external liaison
Who is involved	<ul style="list-style-type: none"> • Two named members of Women in Business with at least one with decision making authority • Two named representatives from Invest NI in an advisory capacity • Two named Council representatives with one from LCCC with decision making authority on behalf of all 11 Councils • Marketing representation from WIB and/or NIBSUP Marketing lead as and when decided by Chair • Finance and audit representation from WIB and LCCC as and when decided by Chair

APPENDIX 2

Who do they Communicate to	<ul style="list-style-type: none"> • Women in Business • InvestNI • NIBSUP Joint Management Team via the Chair of that Committee
Meeting Format/Venue	<ul style="list-style-type: none"> • At least 1 per quarter starting on the date of this Agreement • Rotated via WIB/InvestNI and LCCC
Dates	<ul style="list-style-type: none"> • 1st Meeting Wednesday 30th May 2018 • Future meetings to be decided at this session

5. Budget

The agreed budget is shown in the table below. Budget lines may change with Steering Committee approval

NIWEC Programme	Per Unit £	Budget Year 1 £	Year 2 £	Year 3 £	3 year Cost
Imagine It Bootcamps X11	1630	£17,930	£17,930	£17,930	£53,790
Explore It Programme x6	10,940	£65,640	£65,640	£65,640	£196,920
Sell It Residential X 2	5980	£11,960	£11,960	£11,960	£35,880
Entrepreneurs Conference& Dragons Den final		£40,000	£40,000	£40,000	£120,000
Networking 1 per council per year	710	£7,810	£7,810	£0	£15,620
Central marketing and admin costs		£5,000	£3,700	£4,000	£12,700
Marketing & Admin Assistant		£15,000	£15,000	£15,000	£45,000
Project Manager		£40,000	£40,000	£40,000	£120,000
Total		£203,340	£202,040	£194,530	£599,910

6. Year One Planned Spend and Outcomes

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Activity	Total budget per year £	Cost per unit £	Number delivered per year	Estimated Number of total participants per year NI wide	Average Number of participants per Council area
Imagine It Bootcamps	17,930	1630	11	440	40
Explore It (4 months of ongoing support)	65,640	10,940	6	90	6-10
Sell It 2 day Residential	11,960	5980	2	44	2
Local networking event	7,810	710	11	220	20
Conference and Dragons Den event	40,000		1	250	15-30

On the basis of the planned fund activities detailed and the qualitative benefits gained we expect the following outputs

- Engaged on average 55 women per Council area
- Onward progression to Council or other Economic development support mechanism – LCCC will monitor this on behalf of the Steering Committee as it is an evaluation metric for some Councils future funding
- It is estimated, that as a result of the initial engagement through the challenge fund and follow on Council mentoring programmes, there will be 3 Invest NI referrals over the duration of the Programme

7. Marketing and Communications

Marketing and Communications will be managed by the NIWEC Programme Manager recruited by Women in Business. This person will work closely with the Steering Committee to ensure adherence to all parties brand management standards and also to ensure consistency of communication from NIWEC

A detailed marketing plan will be developed by the Programme Manager.

Branding/logo for the project will be agreed by the Steering Committee and key wording/logos to use on all promotional and printed material.

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All the parties to this Agreement will use all of their available marketing channels to promote the Project (where appropriate).

There will be a project launch and details will be agreed with the Steering Committee, with a PR plan in place.

8. Monitoring and Evaluation by WIB

The Programme Manager will produce monthly reports on activity delivered, outputs achieved and activity in planning to get feedback and input, and to ensure to maximise the impact in each area. This will be reviewed by the Steering Committee

Each activity will have an evaluation to complete at the end to assess impact and get feedback on participants needs. Some activities will have more than one evaluation e.g. Explore It. There will also be an annual online survey of participants. Any significant change in future activities will then be agreed via the Steering Committee.

APPENDIX 2

SCHEDULE 3 – GRANT ANNEX

1. INPUTS

- 1.1. The parties shall fund the project in accordance with the budgets provided in the Project Management and Governance Structures which may be amended from time to time if agreed in writing by the parties.
- 1.2. WIB shall deliver NIWEC and manage all operational aspects of the Project
- 1.3. With regards to the anticipated expenditure:
 - 1.3.1. It is anticipated that monthly fees and activities will be approximately £15k/month.
 - 1.3.2. WIB are funding 1/3 of this so WIB will be funding circa. £5k/month or £15k per quarter through the WIB Contribution.
 - 1.3.3. LCCC, the Other Participating Councils and INI (via grant funding to LCCC) fund the balance of the 2/3 or £10k per month or £30k per quarter.
 - 1.3.4. In every case, the source of the Grant shall be 50% from INI and 50% equally provided by LCCC and the Other Participating Councils. Therefore, the annual contribution of each of LCCC and the Other Participating Councils shall be £6,060 each per annum and shall not exceed £18,180 each during this Agreement.
 - 1.3.5. At the end of Year 1 there will be a full reconciliation of payments including this initial prepayment.

2. CLAIMS

- 2.1. **Subject to the limit on the level of the Grant** the Grant shall be available from the Commencement Date and shall, subject to compliance with the terms of this Agreement and submission of a successful claim, be made available to WIB in tranches as set out below.
- 2.2. All claims should be addressed to the LCCC Project Manager.
- 2.3. At the reasonable request of LCCC an independent accountant's report shall be obtained to verify claims made under the Agreement and paid for by the Project Fund.
- 2.4. All claims will be vouched and approved to the satisfaction of LCCC.
- 2.5. While payment may be made in a single consolidated amount from LCCC for ease, LCCC is not responsible for payments due from the Other Participating Councils or INI.
- 2.6. All funds will be held into a separate WIB Challenge Fund bank account.
- 2.7. WIB will submit the Quarterly Activity Report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee. Automatic drawdowns can be suspended by Steering Committee agreement where information is incomplete or performance needs to be reviewed.

3. GRANT AMOUNTS AND QUALIFYING CRITERIA

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Subject to the limit on the level of the Grant the Grant shall be paid in twelve tranches as follows

Timing	Amount	Conditions
Date of Execution of this Collaboration Agreement	£33,333	Satisfaction of LCCC and the other Councils of due diligence in relation to the Project and execution of this Agreement and the Letter of Offer
Commencement of 2 nd quarter of year 1 following Commencement Date	£33,333	Following satisfactory receipt by LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.
Commencement of 3 rd quarter of year 1 following Commencement Date	£33,333	Following satisfactory receipt by LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.
Commencement of 4 th quarter of year 1 following Commencement Date	£33,333	Following satisfactory receipt by LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.
Commencement of 1 st quarter of year 2 following Commencement Date	£33,333	Following satisfactory receipt by LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.
Commencement of 2 nd quarter of year 2 following Commencement Date	£33,333	Following satisfactory receipt by LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.
Commencement of 3 rd quarter of year 2 following Commencement Date	£33,333	Following satisfactory receipt by LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.
Commencement of 4 th quarter of year 2 following Commencement Date	£33,333	Following satisfactory receipt by LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.
Commencement of 1 st quarter of year 3 following Commencement Date	£33,333	Following satisfactory receipt by LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.
Commencement of 2 nd quarter of	£33,333	Following satisfactory receipt by

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year 3 following Commencement Date		LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.
Commencement of 3rd quarter of year 3 following Commencement Date	£33,333	Following satisfactory receipt by LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.
Commencement of 4th quarter of year 3 following Commencement Date	£33,333	Following satisfactory receipt by LCCC of the quarterly activity report on NIWEC detailing all activities and all expenditure which is approved by the Steering Committee.

APPENDIX 2

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by
WOMEN IN BUSINESS NI **DIRECTOR**
LTD

acting by and under the
signatures of **[NAMES OF**
DIRECTOR]
DIRECTOR/COMPANY
SECRETARY

Executed as a deed by affixing
the common seal of **LISBURN**
AND CASTLEREAGH CITY
COUNCIL

In the presence of:
Chief Executive

.....
Mayor

Executed as a deed by affixing
the common seal of **ANTRIM**
AND NEWTOWNABBEY
BOROUGH COUNCIL

In the presence of:
Chief Executive

.....
Mayor

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Executed as a deed by affixing
the common seal of **ARDS
AND NORTH DOWN
BOROUGH COUNCIL**

In the presence of:

Chief Executive

.....

Mayor

Executed as a deed by affixing
the common seal of **ARMAGH
CITY, BANBRIDGE AND
CRAIGAVON BOROUGH
COUNCIL**

In the presence of:

Chief Executive

.....

Mayor

Executed as a deed by affixing
the common seal of **BELFAST
CITY COUNCIL**

In the presence of:

Chief Executive

.....

Mayor

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Executed as a deed by affixing
the common seal of
**CAUSEWAY COAST AND
GLENS BOROUGH
COUNCIL**

In the presence of:

Chief Executive

.....

Mayor

Executed as a deed by affixing
the common seal of **DERRY
CITY AND STRABANE
DISTRICT COUNCIL**

In the presence of:

Chief Executive

.....

Mayor

Executed as a deed by affixing
the common seal of
**FERMANAGH AND OMAGH
DISTRICT COUNCIL**

In the presence of:

Chief Executive

.....

Mayor

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Executed as a deed by affixing
the common seal of **MID AND
EAST ANTRIM BOROUGH
COUNCIL**

In the presence of:

.....
Chief Executive

.....
Mayor

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

.....
Chair

.....
Chief Executive

Executed as a deed by affixing
the common seal of **NEWRY,
MOURNE AND DOWN
DISTRICT COUNCIL**

In the presence of:

.....
Chief Executive

.....
Mayor

Report on	Community Development
Date of Meeting	15 th November 2018
Reporting Officer	Claire Linney, Head of Community Development
Contact Officer	Philip Clarke Community Support Manager, Oliver Morgan Good Relations & Peace Manager, Michael McCrory PCSP Manager

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To seek Committee approval for Good Relations and Community Festivals rolling grant award recommendations.
1.2	To note the Peace IV Partnership.
1.3	To note the update on Community Development.
2.0	Background
2.1	Community Grants Rolling Programme - The Grant Aid Programme for the 2018/19 financial year facilitates applications being made on a rolling basis for Community Festivals and Good Relations.
2.2	Peace IV Local Action Plan 2017 – 2020 and Partnership oversees the delivery of the Plan and recommendations to Council.
2.3	Community Development Update - An update is provided on the following areas: Community Support – Grants, Support, Village Planning, Community Centres, DFC Neighbourhood Renewal Peace IV and Good Relations PCSP
3.0	Main Report
3.1	Community Grants Rolling Programme There are 7 Community Festival applications recommended for awards totaling £5,600 with one ineligible as did not meet the minimum score threshold. There are 2 Good Relations applications recommended for awards totaling £585. Please refer to Appendix 1 for detail.
3.2	Peace IV Partnership AGM for confirmation; positions as per Council policy of d'hondt will be confirmed as per the next Partnership meeting which will include the AGM. Funding claims; officers to continue to engage with SEUPB regarding the importance of timely receipt of claims to both Council and the community partners.

3.3	<p>Partnership meetings; The Partnership agreed to hold their meetings bi monthly; all the programmes have now commenced and monitoring is ongoing (this is based on the proviso that if a meeting is required for decision making it will be arranged as needed).</p> <p><u>Community Support</u> Community Development officers are continuing to work with groups on project development and grant funding support.</p> <p>The capital discretionary grant as agreed by Council is currently open. Expressions of interest of community capital development projects are being sought.</p> <p>Neighbourhood Renewal: The DUY capital project is currently at tender stage; a tender report to award the capital contract is going to Policy and Resources for recommendation. The Gortgonis leisure project, led by Leisure Services, is currently at initial community consultation stage.</p> <p><u>Peace and Good Relations</u> Good Relations Action Plan delivery is ongoing with programmes being rolled across Mid Ulster.</p> <p>Decade of Anniversary Talks Series is in progress.</p> <p>Peace IV delivery is ongoing – The 3rd phase of the grants assessment is taking place with recommendations to Committee in December, following the next Partnership meeting.</p> <p>The programmes have all commenced delivery, EA youth in development.</p> <p><u>PCSP</u> PCSP plan delivery is ongoing with programmes being rolled out across Mid Ulster directed by the Partnership.</p> <p>PCSP in partnership with PSNI is currently developing the Vulnerable People's Hub for Mid Ulster to be in place for April 2019.</p> <p>CCTV for the park and ride facilities across Mid Ulster is currently being implemented.</p>
4.0	Other Considerations
4.1	<p><u>Financial & Human Resources Implications</u></p> <p>Community Local Festival awards £5,600 Good Relations awards £585</p> <p><u>Professional Support</u> None.</p>
4.2	<p><u>Equality and Good Relations Implications</u> None</p>
4.3	<p><u>Risk Management Implications</u> None</p>

5.0	Recommendation(s)
5.1	To approve the grant award recommendations under the Community Local Festivals grants and Good Relations Grant as per Appendix 1 £5,600 and £585.
5.2	To note the Peace IV Partnership.
5.3	To note the community development update report.
6.0	Documents Attached & References
6.1	Appendix 1 Grant award recommendations

Appendix 1

Community Local Festival – November 2018

No	Organisation Name	Organisation	Title Of Event/project	Band	Request	Award
1	Brocagh GFC	Sport	Brocagh Bay Run Festival	4	£4,800	£840
2	Cairde Dhroim nDamh / Friends of Drumnaph	Culture	Samhain Lantern Walk - Festival of Light	2	£1,030	£930
3	Dungannon Choral Society	Arts	Choral Festival	1	£4,080	£1,200
4	Krafty Kidz	Playgroup	20th Anniversary Celebration - Intergenerational	7	£1,350	£470
5	Milltown Area Community Association (MACA)	Community	Annual Christmas Children Party /Pensioners dance	7	£600	£240
6	Curran Heritage Culture and Community Ass	Community	Festive Lights/Festival	3	£1,200	£960
7	Knockloughrim Community Development Assoc.	Community	Festive Lights/Festival	3	£1,200	£960
						£5,600
	Ineligible - Healing the Land	Community	Did not meet minimum score threshold			

Good Relations - November 2018

No	Organisation Name	Organisation	Title Of Event/project	Band	Request	Award
1	Magheraglass Women's Group	Community	Living History 2018	7	£800	£320
2	MUVE	Victims & Survivors	Health and well-being family day	7	£660	£265
						£585

Score	Band	%
30-39	7	40%
40-49	6	50%
50-59	5	60%
60-69	4	70%
70-79	3	80%
80-89	2	90%
90+	1	100%

Report on	The Heart of Ancient Ulster Landscape Partnership Scheme (HoAULP) – Progress Report and Request for Support in Principal for the Project Going Forward
Date	15 November 2018
Reporting Officer	Michael Browne
Contact Officer	Mary McKeown

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To update the council on the Heart of Ancient Ulster Landscape Partnership Scheme. (HoAULP) and request support in principal for the project going forward.
2.0	Background
2.1	Mid Ulster District Council in partnership with Fermanagh and Omagh District Council have been granted a £85,000 for Round 2 development of a Heart Of Ancient Ulster Landscape Scheme that has been given approval by the Heritage Lottery Fund (HLF) through its Landscape Partnership (LP) programme.
2.2	The project aims to help protect one of the most significant areas of archaeological interest in the middle of Northern Ireland, stretching from Broughderg to Carrickmore down to Pomeroy. The Scheme also intends to help protect and restore unique natural upland blanket and raised bog. There will be strong community involvement focus, together with large educational and conservation skills development. The landscape is unique within the United Kingdom in that it has very low levels of light pollution and provides a great opportunity to create the first Dark Sky Heritage Park in Northern Ireland.
2.3	A development grant of £85,000 has been awarded by HLF to enable Mid Ulster District Council and Fermanagh and Omagh District Council, to develop its plans and submit a stage two application seeking final approval for the full grant amount from the HLF of £2,002,300.
2.4	The Heart of Ancient Ulster Landscape Partnership Scheme (HoAULP) is currently developing a Landscape Character Area Plan (LCAP): a fully budgeted five-year programme, which forms the core of the Round 2 application to be submitted to Heritage Lottery in November 2018.
3.0	Main Report
3.1	Boundary Issue - Heritage Lottery Fund had allowed for changes to the boundary during this development phase. The HoAULP board members voted at the July board meeting to include Mullaghcarn ASSI and the Owenkillew River SAC to the FODC boundary with Derry and Strabane District Council. Both have protected status for the quality of their natural heritage. (ASSI – Area of Special Scientific Interest. SAC – Special Area of Conservation)

3.2	Work has continued to compile the LCAP, a draft of which was submitted to HLF 7th September 2018. This work includes preparation of two external (Skills & Training, and Access) and one internal audit (Built Heritage), public consultations, public call for Expression of Interest from groups within the HoAULP boundary, and working closely with officers from statutory organisations and internal MUDC and FODC officers to develop the five year programme of projects.
3.3	Constructive feedback at a Draft Review meeting with HLF, 2 nd October 2018, was very positive. HoAULP staff and the appointed external consultant are working through the recommendations and finalising projects and budgets to ensure the final LCAP is submitted by 30 th November. The London Committee of HLF will assess the Round 2 submission in March 2019 and notify shortly thereafter.
3.4	The Development Officer and Administration Officer will cease employment on the 30 th November 2018.
3.5	In order to achieve success of the application MUDC and FODC are required to submit a letter of support in principle of £200,000 from each Council, to be allocated over the five years (2019-2024) of the project, as originally agreed in the Round 1 application to HLF, with a guaranteed £56,000 for Year 1.
3.6	MUDC is the lead partner in the project and will need to provide continued support during the Round 2 assessment phase, Dec 2018 – March 2019.
3.7	The Delivery Phase of HoAULP (2019-24) will include a project to construct new heritage trails within HoAULP. Both MUDC and FODC will be required to ensure such trails within their jurisdiction are brought into the Quality Walk Scheme. Though this scheme will provide insurance of trails it will fall on both Councils to agree maintenance of the trails within their jurisdiction.
3.8	Another element of the same project will provide new, and upgrading of existing access to archaeological sites within HoAULP. MUDC will be required to enter a MOU for sites within their jurisdiction.
3.9	A letter of support will be required from MUDC as part of the Round 2 submission to HLF agreeing in principal to maintenance of trails and providing MOU for access to archaeological sites within their jurisdiction.
3.10	A partnership agreement will be required from all HoAULP partners as part of the Round 2 submission to HLF.
Other Considerations	
4.1	<p><u>Financial & Human Resources Implications</u></p> <p>In order to achieve success of the application MUDC and FODC are required to submit a letter of support in principle of £200,000 from each Council, to be allocated over the five years (2019-2024) of the project, as originally agreed in the Round 1 application to HLF, with a guaranteed £56,000 for Year 1.</p>
4.2	Current staff will cease employment 30 th November 2018, therefore it is essential that line of communication between all partners and HLF is kept open.

4.2	<u>Equality and Good Relations Implications</u> N/A
4.3	<u>Risk Management Implications</u> Failure of MUDC and FODC to provide letter of support and partnership agreement, and to financially support the Delivery Phase of HoAULP will result in loss of £2 million grant from HLF.
5.0	Recommendation(s)
5.1	For Council to issue a letter of support and partnership agreement agreeing financially support the Delivery Phase of HoAULP in principle as per outlined in the report.
	Documents Attached & References
	N/A

Report on	Aughnacloy Changing Room Relocation
Date of Meeting	15 th November 2018
Reporting Officer	Oliver McShane
Contact Officer	Oliver McShane

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To update Members on proposals to uplift the existing Changing Block at Aughnacloy Grass Pitch to Aughnacloy College's 3G soccer pitch.
2.0	Background
2.1	Members will be aware that The Dept. of Communities (DFC) and the Education Authority (EA) have completed the construction of a FIFA One Star 3G Soccer pitch, fencing and floodlighting in the grounds of Aughnacloy College.
2.2	Council agreed to manage the facilities under licence from EA through a Service Level Agreement with Aughnacloy Community Group. The group will operationally manage the site. Council also agreed to pay 50% of pitch maintenance costs annually and 50% of the cost of replacing the carpet when required.
2.3	It was further proposed and agreed at May Development Committee meeting that Council would approve the uplift of the existing Changing Block located at the Grass Pitch in Aughnacloy and to relocate it to the 3G Soccer Pitch at Aughnacloy College subject to there being no cost to Council.
3.0	Main Report
3.1	Following discussions with EA officials, who carried out preliminary investigations, it has become apparent that the cost of relocating the changing block will be £54,516.88 using the existing contractor appointed by the EA. This contractor completed the 3G pitch and has experience of this type of work.
3.2	<p>However, MUDC officers have carried out additional assessments and are of the opinion that the works can be completed for circa £45,000 should Council agree to manage the project.</p> <p>As the value of the works is between £30,000 and the EU threshold value, the project will require the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> MUDC E-Tender procurement process for IST (contractor) <input type="checkbox"/> Tender process.- 2 stage – Stage 1 PQQ – random selection shortlist to 6 Stage 2 ITT – 6 shortlisted companies invited to tender

	<p>Council approval will be required for contract award and this will be presented to committee / council subject to Letter of Offer being received and all statutory approvals, legal agreements are in place.</p> <p>In addition, It should be noted that both Planning Permission and Building Control approval will be required.</p>
3.3	Discussions with the EA have indicated that there is no additional funding for these proposed works at present. However, discussions are ongoing in relation to other potential funding opportunities that may become available in the future.
3.4	The new pitch at the school is well used and would undoubtedly benefit from the relocation of the Changing Room block. The relocation project would also help to enhance the Leisure offering in the Aughnacloy area. Currently the existing grass pitch is underutilised and the removal of the changing facilities and toilet facilities would leave the site available for alternative development opportunities.
3.5	<p>MUDC are seeking to secure funding through PEACE IV (SEUPB). If successful, the funding project would transform this area into a landscaped park including trails etc. leaving the existing facility open to general public use for passive leisure and sporting activities including community events.</p> <p>The Project will deliver on the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Changing facilities to facilitate the EAs new 3G pitch development <input type="checkbox"/> Removal of the existing facility to under used recreation grounds <p>NOTE - No welfare facilities will then be available in this location.</p>
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	<p><u>Financial</u></p> <p>Maximum Financial from MUDC contribution circa £45,000</p> <p><u>Human</u></p> <p>N/A</p>
	Human: N/A
	Risk Management N/A
4.2	Screening & Impact Assessments
	<p>Equality & Good Relations Implications</p> <p>Considered in conjunction with Council policies and procedures.</p>

	<p>Rural Needs Implications:</p> <p>Considered in conjunction with Council policies and procedures.</p>
5.0	Recommendation(s)
5.1	That Members consider approval to uplift the existing Changing Block at Aughnacloy Grass Pitch to Aughnacloy College's 3G soccer pitch at the cost of circa £45,000.
5.2	Members agree that officers actively pursue suitable funding opportunities to provide match funding.
5.3	It is recommended to Policy and Resources Committee that should no match funding be available, Council agrees to fund the complete works at a cost of circa £45,000.
6.0	Documents Attached & References
6.1	N/A

Report on	Schools Sports Facilities Grant
Date of Meeting	15 th November 2018
Reporting Officer	Oliver McShane
Contact Officer	Oliver McShane

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To seek approval for the Schools Sports Facilities Grant 2018/19.
2.0	Background
2.1	<p>In the year 2017/18 the programme was funded from an underspend in the Sports Capital Grant programme budget. There were 3 individual applications for this grant.</p> <p>Three applications received funding and availed of the grant programme.</p>
3.0	Main Report
	Rationale
3.1	<p>The agreed rationale in previous years was: Among Mid Ulster District Council's strategic priorities is a commitment to ensuring high quality, responsive, indoor and outdoor recreational services with increased customer numbers and satisfaction. Council recognises the connection between physical activity and the health and well-being of all residents. Participation in sports can play a key part in increasing physical activity which brings very positive benefits to both physical and mental health. To this end Council provides a range of grants to assist and develop sporting activities. Sports clubs also need access to good quality sporting facilities. The Northern Ireland Framework for Sports Facility Development (2016 - 2026) will provide a guide for development of regional sports facilities across the province. Locally, Council Sports Facilities Strategies will identify any shortfalls in provision and will recommend general geographic locations for development or refurbishment of sports facilities which address identified need. Currently Council provides facilities for 30 of the 35 sports activities carried out by the 229 sports clubs in the area. In the past, the legacy Councils provided time bound support to schools and sports clubs to facilitate wider community access to their sporting facilities. These agreements have now come to an end and as a result Council has been approached by a number of sports clubs seeking financial support to improve their access to facilities.</p>

	<p>Purpose and Objectives</p> <p>3.2 It is specifically targeted at clubs which use, or plan to use, schools' sports facilities or at schools which aim to offer access to their sports facilities outside curriculum times.</p> <p>The objectives for the programmes are to:</p> <ul style="list-style-type: none"> • Increase access to underutilised school sports synthetic pitch facilities. • Contribute to the cost of opening up and maintaining schools' sports facilities, thereby encouraging ongoing usage. • Increase local people's access to training and competitive play opportunities. • Enhance access to team sports activities which are under-resourced or under-represented. <p>Scale of Funding</p> <p>3.3 It is proposed to roll out the programme in 2018/19, with funding from an underspend in the current Capital Sports grants programme.</p> <p>As in previous years, the maximum amount available will be:</p> <ul style="list-style-type: none"> • Maximum of £5,000 per club or school, dependent on level of usage. This is as follows: <ul style="list-style-type: none"> ○ Up to £4,500 maximum grant. ○ For use of school sports facilities which have not previously been available for community use, up to an additional £500 grant on a pro rata basis. <p>The actual amount awarded will be dependent on the score each application achieves under the criteria set out below. All grant maximums may be reduced if the fund is heavily oversubscribed by eligible applicants.</p> <p>Eligibility</p> <p>3.4 The first stage of the assessment process will involve an eligibility check. Applicants must pass all the criteria to progress to stage two. To be eligible, applicants must:</p> <ul style="list-style-type: none"> • Be a club using, or planning to use, school owned, synthetic pitch, sports facilities; or, be a school which plans to provide access to such sports facilities by external clubs (<i>see note 'b' below</i>). • Be a constituted and not for profit sports club (<i>although see Note b, below</i>) or school. • Be located in the Mid Ulster District Council area. • For sports clubs: <ul style="list-style-type: none"> ○ be participating in a sport recognised by Sport NI. ○ A minimum of 80% of members must be resident in the MUDC area. ○ Not have received any capital funding from Council in the 2018/19 year. ○ Be able to demonstrate difficulty in accessing other suitable sports facilities.
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	<ul style="list-style-type: none"> • Not have benefited in the 2018/19 year from Council's: <ul style="list-style-type: none"> ○ Sports Strategic Development Grant. ○ Sports Capital Grant. • Be able to demonstrate difficulty in accessing other suitable sports facilities. • Incur actual documented costs in utilising/providing a schools' sports facility, or, able to provide documentary evidence of voluntary work or maintenance costs involved in maintaining the facility. <i>(In such circumstances, Council will treat voluntary maintenance work in kind as valued at £10 per hour).</i> <p><u>Note</u></p> <p>a) The programme is primarily aimed at team sports.</p> <p>b) Council may consider applications by schools on behalf of, and supported by evidence of agreement with, a constituted sports club.</p> <p>It is proposed that this grant be rolled out again in this financial year.</p>
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	<p><u>Financial</u></p> <p>It is proposed to roll out the programme in 2018/19, with funding from an underspend in the current grants programme – estimated at £39.000.</p>
	Human: N/A
	Risk Management N/A
4.2	Screening & Impact Assessments
	<p>Equality & Good Relations Implications</p> <p>Considered in conjunction with Council policies and procedures.</p>
	<p>Rural Needs Implications:</p> <p>Considered in conjunction with Council policies and procedures.</p>
5.0	Recommendation(s)
5.1	It is proposed to roll out the School Sports grant programme as in previous years with funding from an underspend in the current grant programmes.
6.0	Documents Attached & References
6.1	N/A

Report on	Macmillan Cancer Move More Mid Ulster Programme
Date of Meeting	15 th November 2018
Reporting Officer	Oliver McShane
Contact Officer	Oliver McShane

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To seek approval to deliver the Macmillan Cancer Move More Mid Ulster Programme.
2.0	Background
2.1	<p>There are currently 65,000 people living with cancer in Northern Ireland, and almost 12,000 new cases are diagnosed each year.</p> <p>A recent and growing body of evidence has demonstrated the benefits of an active lifestyle for people living with cancer, highlighting the potential to:</p> <ul style="list-style-type: none"> • Reduce the consequences of cancer and its treatments; • Reduce co-morbidities; • Reduce the spread and progression of cancer; and, • Decrease mortality, and the recurrence of cancer. <p>On the basis of this evidence, Macmillan Cancer Support is working in partnership with key stakeholders across Northern Ireland (including District Councils and Health and Social Care Trusts) to establish 'Move More Northern Ireland', a physical activity service which aims to ensure that "everyone living with cancer is aware of the benefits of physical activity and enabled to choose to become and remain active at a level that's right for them".</p> <p>Move More Mid Ulster would become 1 of 11 Move More projects supporting people with cancer in every community across Northern Ireland.</p>
3.0	Main Report
3.1	Macmillan are offering to provide Mid Ulster District Council with a grant of £123,418 to develop and deliver Move More Mid Ulster for the next 3 years, ensuring that people with cancer receive the support that they need to become and remain active, and to enjoy an improved quality of life as a result

3.2	<p>The funding will cover:</p> <ul style="list-style-type: none"> (a) the employment of a Move More Coordinator (£113,418) (b) set up costs (£1,000) (c) travel costs (£6,000) (d) user engagement costs (£3,000)
3.3	Council would support the project by employing and hosting the Move More Coordinator, providing access to leisure facilities for the Coordinator to deliver physical activity sessions for people with cancer, and providing a range of incentives (e.g. discounted membership rates)
3.4	The Move More Coordinator will play a key role in the development and delivery of the project by facilitating consultations with people with cancer, supporting them to access physical activity opportunities (both cancer specific, and non-cancer specific), and providing ongoing behaviour change support to each individual for a minimum of 12 months
3.5	<p>In order to progress, Council need to submit an application to Macmillan before 20th November 2018 (this is the deadline for accessing funding from Macmillan's 2018 budget). The application will include</p> <ul style="list-style-type: none"> a) The Macmillan Partnership application, b) Operational Policy, c) Job Description & Personnel Specification, and d) Letter of Support from council. <p>Council will be supported throughout this process by the Macmillan Programme Manager, Diarmaid McAuley.</p>
3.6	All other councils already have Development Officers in place or are in the process of doing so.
3.7	The post is 100% funded by the charity for 3 years total investment £123,418 with MUDC acting as the employer. The target in year 1 is attract 100 participants. It is proposed that we offer an introductory rate of £30 per client for 3 months after which they will pay the agreed membership rate which will be 50% of an adult membership as those with Cancer are recognised as suffering from a disability. This is in line with charges for the existing Exercise Referral programme.
3.8	Funding Breakdown £113,418 salary for 3 years, £6000 for travel over 3 years, Set up £1000 and User Engagement of £1,000pa Total £123,418.
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial:

	Macmillan will fund the council £123,418 over 3 years to employ a full-time Macmillan Move More Coordinator. The Coordinator would be located at and use Council facilities. Council would receive income of £3,000 in year 1.
	Human: The recruitment of a full-time Macmillan Move More Coordinator to lead on the development, implementation, monitoring and evaluation of the project.
	Risk Management: Additional staffing costs for sickness or extended absence is MUDC responsibility. Macmillan Cancer have indicated that additional funding to continue the programme after 3 years maybe available.
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications N/A
	Rural Needs Implications: N/A
5.0	Recommendation(s)
5.1	That members approve the delivery of the Move More Mid Ulster Programme and allow Officers to complete the required documentation.
6.0	Documents Attached & References
6.1	None

Report on	Sport NI Multi Facility Fund Application
Date of Meeting	15 th November 2018
Reporting Officer	Oliver McShane
Contact Officer	Oliver McShane

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To inform members of the outcome of the Sport NI Multi Facility Fund Application
2.0	Background
2.1	Sport NI launched its Multi Facility Fund in March of this year and on advice MUDC Officers took the opportunity to make an application for the proposed upgrade of facilities at the Mid Ulster Sports Arena.
3.0	Main Report
3.1	The Multi-Facility Fund is a new capital grants programme managed and administered by Sport Northern Ireland. The programme is financed by National Lottery funds.
3.2	<p>The proposed aim of the capital investment programme is:</p> <ul style="list-style-type: none"> • To partially address identified sports facility deficits; • To positively contribute to targets outlined in The Northern Ireland Strategy for Sport and Physical Recreation (2009-2019) – Sport Matters; • To positively contribute to objectives of Sport Northern Ireland's Corporate Plan.
3.3	<p>The Multi-Facility Fund will prioritise projects that:</p> <ul style="list-style-type: none"> • Create a multi-facility environment (with a mixture of indoor and / or outdoor provision). Sport NI defines 'multi-facility' as: Four or more different sports facility types located on a single site. An example of a multi-facility project could include a natural turf pitch; synthetic pitch, sports hall, and a fitness suite. • Address identified sports facility deficits.

	<ul style="list-style-type: none">• Can demonstrate consultation/support from three or more Sport NI recognised Governing Bodies of Sport and deliver against their local priorities.• Have a long-term sustainable sports development plan which details programmed activity, aimed at significantly increasing participation.
3.4	<p>The application for the proposed upgrade of facilities at the Mid Ulster Sports Arena has been successful and it has been invited to Stage 2 of the process with completed applications due for the 22nd March 2019 at 4pm.</p> <p>The indicative budget for the programme is £6.75m and 39 applicants have been invited to stage 2. It is expected that 7 projects will be successful with 10 invited to the next stage in case additional funding becomes available.</p> <p>District councils are eligible for 60% of the costs up to a maximum of £1million.</p> <p>The assessment criteria at stage 2 includes 6 sections</p> <ol style="list-style-type: none">1. Consultation with user groups and partnership working2. Increase in total participation3. Increase participation in sport by underrepresented groups –females, over 50s, people with a disability and people from areas of social need.4. Develop coaches, officials and volunteers within the club.5. Experience of developing and constructing sports facilities.6. Managing community sports facilities-Proposed management structure and operational requirements for the Multi-Facility project.-Previous experience of delivering sport programmes.
3.5	<p>The application for MUSA included an 8 lane running track and pitch in the middle of the track both with floodlights. Other facilities to be considered but ineligible as part of the funding would be spectator accommodation, large meeting room, improved Strength and Conditioning facility and additional changing rooms.</p>
3.6	<p>However this proposed upgrade will require additional land to be obtained from Loughry College and will require Mid Ulster District Council to write to CAFRE to enquire if the land at First Beech in Loughry could be acquired by the Council for this project at MUSA. See attached map.</p>
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	<p><u>Financial</u></p> <p>Project is dependent on funding being secured and land transfer from Department</p> <p><u>Human</u></p> <p>N/A</p>
	<p>Human:</p> <p>N/A</p>

	Risk Management N/A
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications Equality Impact Screening will be required
	Rural Needs Implications: Rural Needs assessment will be required
5.0	Recommendation(s)
5.1	That members note the success of the Stage 1 application and agree to proceed to Stage 2 of the process, in addition that MUDC write to CAFRE Director to formally request the transfer of land known as First Beech to Mid Ulster District Council
6.0	Documents Attached & References
6.1	Map of Mid Ulster Sports Arena with proposed new track and pitch identified.

MUSA Extension



Comhairle Ceantair
Lár Uladh
Mid Ulster
District Council

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Author: Nicky Doris
Date: 31/10/2018
Dept: ICT
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Minutes of Meeting of the Development Committee of Mid Ulster District Council held on Thursday 11 October 2018 in the Council Offices, Burn Road, Cookstown

Members Present	Councillor McNamee, Chair Councillors Clarke, Cuddy, Doris, Forde, McAleer, McEldowney, McFlynn, Milne, Molloy, Monteith (7.03 pm), G Shiels, Wilson
Officers in Attendance	Ms Campbell, Director of Leisure and Outdoor Recreation Mr McCreesh, Director of Business and Communities Mr Browne, Head of Tourism Mr Hill, Head of Parks Ms Linney, Head of Community Development Mr McCance, Head of Culture and Arts Mr McKenna, Economic Strategies Manager Ms McKeown, Head of Economic Development Mr McShane, Acting Head of Leisure Ms Grogan, Democratic Services Officer
Others in Attendance	Representatives from Lough Neagh Eels All Things Kildress – Mark Conway, Frankie Corey & Marie Quinn Councillor Mulligan

The meeting commenced at 7.00 pm.

D189/18 Apologies

Councillors Burton and Elattar.

D190/18 Declaration of Interests

The Chair reminded members of their responsibility with regard to declarations of interest and advised any declarations could be taken throughout the meeting.

The Chair asked that members to be mindful of the Community Development Report item 5.1 Community Local Festival Grants, Good Relations Grant and Decade of Anniversaries Grant Award.

The Acting Head of Leisure declared an interest in Item 7, Everybody Active – Rainey Old Boys Rugby Football Club

Councillor McEldowney declared an interest in Lough Neagh Partnership.

Councillor Wilson declared an interest with anything referred to as Enterprise.

Councillor McAleer declared an interest in Costa as part of President Grant's.

Councillor Molloy declared an interest in Costa.

D191/18 Chair's Business

The Chair stated that at the Environment Committee meeting last Tuesday night, Councillor B McGuigan raised the issue of a request being submitted for a Dual Language feature for Christmas and advised that the group, which had submitted this request, had heard nothing back from Council.

Councillor Clarke said that he was aware of the situation regarding a letter being submitted last September and to date no response has been issued and asked that this request be followed up as a matter of urgency. Officers agreed to follow up on this issue

Councillor Monteith entered the meeting at 7.03 pm.

Councillor Cuddy advised that there are both Irish and Ulster Scots in Dungannon, which works very well and felt that consideration should be given to implementing this into other towns.

Councillor McFlynn circulated to members present, a document relating to Ballyronan Village Renewal and stated that this was a great opportunity, and sought Council's permission to close the entrance so works can be carried out to the carpark.

The Director of Business and Communities agreed that this was a good project with several meetings have already taken place with members and the community, but stated that it wasn't listed as an item on the agenda for tonight's meeting and that a decision could not be taken tonight. He suggested that this be an item on the agenda for the next Environment Committee.

D192/18 Deputation – All Things Kildress

Councillor Monteith enquired why a deputation was kept outside the Chamber until invited in and felt that, as this was a public meeting this should not be the case.

The Director of Business and Communities stated that there could be sensitive issues around Chair's business and said that it was up to the members discretion on what way to proceed.

The Chair welcomed to the committee representatives from All Things Kildress and who provided an overhead presentation on "Kildress for the Rest of the 21st Century: Ionad Pobail Chill Dreasa – Kildress Community Hub".

Mr Conway advised that there are 2,400 people young and growing population and before the Great Famine, some 7,000 lived there. One-in-ten households is a single person aged 65+ living alone, one-in-five has a long term health problem or disability, one-in-eleven (9%) provides regular unpaid care. He stated that the community infrastructure also provides Apostolic Work, Cloughfin Pipe Band, Kildress

Community Projects, Kildress Credit Union, Kildress Kare, Mark Heagney ABC, St Joseph's Bowling Club, St Joseph's Youth Club and Karate Club.

He said that the groups context consists of:

- Shops: 13 > 2
- Schools: 8 > 2
- Post Offices: 3 > 0 2
- Holy Trinity College: 25 year+ wait ... and still waiting
- 'Sixth worst' Proximity to Services in NI
- Two outstanding Primary Schools and Chapels
- Community-leading/driving Wolfe Tones GAA Club
- No public provision other than utilities and Primary Education

Proximity to Services

- GPs, Accident and Emergency, Dentists, Opticians, Pharmacy, Post Office, Supermarket/Food Store, Service Centre, Council Leisure Centre, Financial Services, Filling Stations, Health and Beauty, Food/Eating, Social Supports
- 9th Worst in NI in 2001, 8th Worst in 2005, 6th Worst in 2017 ... where in 2021?
- Worst position in the Mid-Ulster Council area

Questions that Group Would Have

- Landfill Tax 'dividend'? £17m raised in Kildress, no sign of any share for the Community
- What about our 'public realm'?
- Is the tourist/visitor the only person worthy of investment?
- What about the £2.8m Village Renewal programme?
- Why is the journey from 'Kildress to A' always seen to be shorter than the journey from 'A to Kildress' ...?
- Where's the Community Plan delivery?
- Is there a wee bit of Matthew 7, 1-5 ...?
- Why is Kildress kept in the back of the bus?

What the Kildress Community Require

- Changing and showering/personal care facilities for men/women, children/adults
- Gym/fitness area
- Boxing facilities, including a proper ring
- Areas for pilates, yoga, dance-classes and physical activities for all ages and abilities
- Culture space to deliver arts/crafts, cultural activities, dance, drama, music and Irish language-related activities
- Spaces for classes, education and social/community activities and for services outreach
- Reception area and basic catering/café provision
- Kitchen and laundry areas

- Meeting and community interaction space
- A fit-for-purpose sports/community hall (which can be extended later if need arises)

What is Needed

- £1.1m
- 10 years' hard work by Kildress Community
- £0.30m+ Draw, £0.25m Cairde Chill Dreasa
- 'Punt ar Phunt': 50% (£0.50m) input from Government
- £110,000 (10%) from Mid-Ulster

The Chair thanked Mr Conway for his impressive presentation and asked for any members comments.

Councillor Clarke stated that it was a really first class project and would be fully supportive, as it was badly needed in the Kildress community. He said that the Council should fully get behind the project and provide any support they can.

Proposed by Councillor Clarke

To pass it over to the Officers within Leisure Department to investigate ways in which the Council can financially contribute to help deliver this project.

Councillor Monteith said that this was very welcome and would concur with everything that Councillor Clarke had said and would happily second what he proposed. He stated that when people within a local community make such declarations to enhance their area then it is up to the Council to be seen supporting such projects as it would cost local government a lot more in the end.

Councillor McAleer also concurred with everything what Councillors Clarke and Monteith said and stated that there was obviously a lot of passion going into this project by the local community and good to see and would wish them well in their venture.

Councillor Wilson also wished the group well but said that he was a bit disappointed as it seemed to be geared for one side of the community and no mention of other churches or other cultures and just was concerned as it came across as a one sided community project.

Mr Conway agreed with Councillor Wilson that it seemed to come across more of a one sided community project but that was the layout of the geography of Kildress. He said that Kildress was mainly a nationalist community, but were slowly making progress trying to integrate other cultures. He said that for the Millennium, a publication was produced on the history of the area which was launched at the Burnavon as it was a neutral venue and very well supported by all religious denominations. The publication incorporated images of the British Legion and Wolfe Tones to bring everyone together.

Councillor Molloy agreed that it was an impressive presentation and advised that he also has been involved in a number of GAA clubs and when good quality and modern facilities are built, people will come to those facilities regardless of colour or creed.

In response to Councillor Molloy regarding plans to enhance accommodation in the area, something similar to Creggan, Mr Conway advised that there were three flagship projects in the 1990's which included An Creagán, and said that locals would indicate that the local pub is keeping it afloat. He said that projects like this should be left to the private sector.

Mr Conway said that the people of Kildress would not benefit much from the Davagh and Dark Skies initiative and more likely to be the hotels in Cookstown.

Councillor G Shiels said that like his community, people from Kildress wanted to relocate to urban areas when there was a lack of utilities like water and electricity and in time wanted to relocate back again to the rural areas. He said that at times he felt there may have been insensitivity shown, resulting in some members feeling uncomfortable when discussions ensued around the Chamber regarding GAA matches, parishes and football teams etc. He wanted to wish the group well in their endeavour as it shows how passionate they are about their community.

Mr Conway said that he agreed with Councillor G Shiels and there was a need to come together as communities and work together for the good of all.

The Director of Business and Communities said that the Officers would take direction from members and operate within the framework of the Council.

The Chair stated that Councillor Mallaghan wanted it known that he was fully supportive of the project 100% and wants the Council to pursue it any way they can.

Proposed by Councillor Clarke
Seconded by Councillor Monteith and

Resolved: That it be recommended to the Council that the Officers within Leisure Services Department investigate ways in which the Council can financially contribute to help deliver this project.

The Chair thanked the representatives from All Things Kildress at which they left the meeting at 7.46 pm.

Matters for Decision

D193/18 Economic Development Report

The Head of Economic Development drew attention to the previously circulated report to provide an update on key activities as detailed below:

- **Letter of Offer – Mid Ulster Tender Ready Programme**

Councillors Cuddy, Molloy and Wilson declared an interest in Mid Ulster Tender Ready Programme.

Proposed by Councillor Clarke
Seconded by Councillor McEldowney and

Resolved: That it be recommended to the Council that approval be granted to:

- a) Accepting Letter of Offer from Invest NI (dated 7 August 2018) for the Mid Ulster Tender Ready Programme offering up to £208,200 (80%) grant towards total programme delivery costs of £261,200.
- b) Officers commencing work with CPD to procure a suitably qualified organisation(s) to deliver the Mid Ulster Tender Ready Programme at a cost of up to £261,200 (including expenses and excluding vat).

- **Coalisland and Maghera Christmas Lights Switch-On Events**

Proposed by Councillor Doris
Seconded by Councillor Molloy and

Resolved: That it be recommended to the Council that approval be granted to:

- a) Craic Theatre Company in Coalisland being awarded £4,200 to deliver activities associated with the Coalisland Christmas Lights Switch-on event from the allocated £7,000 budget, subject to Officers being satisfied with the proposals submitted.
- b) Officers working up a programme of activities related to the Christmas Lights Switch on in Maghera at a cost of up to £7,000.
- c) For next year, investigate if there are any opportunities in Coalisland to widen the event to include other organisations.

- **Local Full Fibre Networks (LFFN) Challenge Fund**

Proposed by Councillor Cuddy
Seconded by Councillor Molloy and

Resolved: That it be recommended to the Council to approve the amendment to proposed Dungannon/Coalisland route.

- **Mid Ulster Broadband Working Group**

Proposed by Councillor Wilson
Seconded by Councillor McAleer and

Resolved: That it be recommended to Council to approve the Terms of Reference for the Mid Ulster Broadband Working Group.

- **Business Start Performance – Mid Ulster**

Councillor Wilson declared an interest in Business Start Programme – Mid Ulster.

Noted. Write to Council's delivery partners to congratulate them on their excellent performance against targets to March 2018

- **Mid Ulster Social Enterprise Seminar 2018**

Noted.

- **Great British Street Awards**

Noted.

- **Cookstown Town Centre Forum**

Noted.

Councillor Monteith enquired where the City Bids falls under and asked what appropriate committee it would be assigned to.

The Director of Business and Communities said it would most likely be treated as a Corporate initiative, but members would be kept updated on progress.

Councillor Monteith stated there was a need for this Council to get proactive like Belfast City Council.

Councillor Cuddy agreed with Councillor Monteith and said that Belfast City and other Councils have been ahead of us for a long time now and as we are one of the three Councils we are left with very little going for us. He said that Newry was looking a bypass and is in the bid and we will be left with whatever is left over and that this Council had to try their best as we have the capital of Engineering in East Tyrone, but feels that we have missed the boat as to speak.

D194/18 Community Development Report

The Head of Community Development drew attention to the previously circulated report to provide an update on key activities as detailed below:

- To seek Committee approval for Good Relations and Community Festivals rolling grant award recommendations and Decade of Anniversaries grant awards
- To note the Peace IV Partnership update
- To note the update on Community Development

In response to Councillor Cuddy's query regarding why some groups were receiving not receiving the full percentage allocation of their budget. The Head of Community

Development advised that the grant limit was £1,200 and percentages were allocated according to this.

Proposed by Councillor Forde
Seconded by Councillor Cuddy and

Resolved: That it be recommended to the Council that approval granted to:

- a) Grant award recommendations under the Community Local Festivals grants and Good Relations Grant as per Appendix 1 £2,740 and £4,440.
- b) Decade of Anniversaries grant award recommendations for 9 groups, at a total value of £14,362.50.
- c) Note the Peace IV Partnership update.
- d) Note Community Development update.

Councillor Monteith referred to item 3.3, Community Support and advised that he would be very supportive of the initiative, as it would allow the Council to support groups. He said that he would like to see greater flexibility, as it is difficult to predict the timeframe for capital project delivery and he would not want to see good projects miss out due to the timing of opening the grant; opening for 3 months annually.

He said that it would be important to build flexibility for the grant as some projects do not fit into the Council's timescales and people cannot be expected to work around this. He said that grant funding does become available very quickly, at short notice and if Council cannot respond then this could result in bad publicity.

The Head of Community Development said that one of the things that was being proposed was to put out a quick letter of interest so that an Officer could be on hand very quickly to address any concerns.

The Director of Business and Communities said that the last resort would be to allocate small amount of funding to get the project over the line and make it significant.

Councillor Wilson said at the last meeting Councillor Monteith raised the issue of funding for arts and cultural groups and bands participating outside Northern Ireland. He said that he was disappointed that this was not an item on the agenda at tonight's meeting.

The Director of Business and Communities stated that the matter would be followed up, but when Officers are asked to investigate a new grants scheme, there needs to be a budget to go with it.

Councillor Wilson said that may be the case, but Bardic Theatre were allocated £1,000 and that was not from a grants scheme.

Councillor Monteith said that in his opinion the design of a detailed grant was not the issue here but more of a goodwill gesture from the Council similar to the sports representative grant, and not a lot of money involved which wouldn't make a huge

impact on the budget. He said that this should be investigated as he did not think there would be too many requests within Arts and Culture.

D195/18 Every Body Active Small Grants Round 2

The Acting Head of Leisure drew attention to the previously circulated report to present to members the proposed grant allocations for the range of Every Body Active Small Sports Grant Round 2.

Proposed by Councillor McAleer
Seconded by Councillor Clarke and

Resolved: That it be recommended to the Council to approve the:

- 1) Everybody Active Small Sports Grant Allocations
- 2) Advertisement of the Everybody Active Small Sports Grant

D196/18 Ulster-Scots Funding (PHASE 2), U.S. Grant Presidential Homestead

The Head of Tourism drew attention to the previously circulated report to inform committee of funding opportunity to further develop and enhance the existing offering at U.S. Grant Presidential Homestead.

Proposed by Councillor Monteith
Seconded by Councillor Cuddy and

Resolved: That it be recommended to the Council that approval be granted to commence with the collaboration with the Ulster-Scots Agency and proceed to establish a partnership agreement to govern the implementation of the project, subject to the Council's legal department approving the partnership agreement.

D197/18 Tourism Strategy Review

The Head of Tourism drew attention to the previously circulated report to inform members of planned mid-term review of delivery of the Mid Ulster Tourism Strategy and Action Plan 2016-2021.

Proposed by Councillor Doris
Seconded by Councillor Clarke and

Resolved: That it be recommended to the Council that approval be granted to review the delivery of the Tourism Strategy & Action Plan to date and make recommendations with particular emphasis around the issues of measuring performance, digital and action plan delivery.

Councillor Cuddy said that it was important to keep this moving forward as it has great potential to enhance tourism in the area.

The Head of Tourism agreed with Councillor Cuddy that there were real opportunities.

Councillor Wilson said that there was a huge facility at Davagh no communities were benefiting from it.

Councillor Clarke said that it would have to be a private enterprise or local people taking it on as there was local accommodation with an 8 en-suite facility, glamping pods and buildings and if it's in people's minds that there is an opportunity this is can be worked upon as 10% of people worldwide is employed in Tourism.

D198/18 Joint Learning Journey to County Mayo for Heart of Ancient Ulster Landscape Partnership and LAG Members and Lead Officers

The Head of Tourism drew attention to the previously circulated report to inform of plans to develop a two day Learning Journey to County Mayo on Friday 19 October 2018 with Heart of Ancient Ulster Landscape Partnership and LAG members (20 people) and lead Tourism and Arts Officers from MUDC and FODC. HLF funding will cover accommodation and coach.

Councillor Clarke referred to the Céide of Fields in Co. Mayo, and said that it was being investigated as a World Heritage site and felt that this should also be the case for Davagh to have it developed upon.

Councillor Monteith stated that it was a huge mistake not to take advantage as tremendous amount of funding is being allocated towards the Wild Atlantic Way and the Hidden Heartlands projects and a shame to not be involved in this. He said that the Council needed to be trying to get involved with Hidden Heartlands to push Mid Ulster all over the world as the Heart of Ancient Ulster means nothing compared to Hidden Heartlands as it's a massive promotional brand.

The Head of Tourism advised that the Heart of Ancient Ulster was only a working title to apply for funding through the Heritage Lottery, but said that consideration could be given to investigating the potential for Hidden Heartlands down the line.

The Director of Business and Communities advised that Phase 1 would be to develop the product, which already is the case with Davagh's success through the HLF, Phase 2 would be to provide the multi-million pound investment to develop its brand.

Councillor Monteith said that we are not fortunate enough to be included in the Hidden Heartlands. He stated at the beginning there were lots of scepticism regarding the Wild Atlantic but with a multi-million pounds marketing campaign it is now a vast enterprise. He said that the next big thing that Bord Fáilte was focusing on was Hidden Heartlands and with an enormous marketing campaign, this Council should be looking at ways to get involved to showcase Mid Ulster.

The Head of Tourism advised that Officers held a meeting with Tourism Ireland on what Mid Ulster had to offer and they had indicated that Mid Ulster had a unique product, but it's in the early stages of development and within 4 to 5 years, we would have a something to be proud off.

Councillor Clarke stated that he was aware of members who were in business and sat on the Tourism group which had positive stories to tell on how they were making very successful links and making things happen. He said that no-one would invest in accommodation until they see the benefits and that the feedback from the Tourism group was that a lot of fantastic things were going to happen in the future.

Councillor Cuddy advised that not a lot of funding was put into the Wild Atlantic Way but their marketing campaign made it mammoth. He felt that Mid Ulster were always at the end of the queue for funding opportunities and also agreed that it was a pity we were not involved as it is opened up against the whole land. He suggested that it would be beneficial if a representation from the Council could meet representatives from Hidden Heartlands to see if we can become involved in their project.

Councillor Wilson said that by listening to Councillor Monteith interesting debate, that it would do no harm for a delegation of elected members to meet the Board of Hidden Heartlands, as it's not fair to leave all to Officers to lobby.

Councillor Monteith agreed with Councillor Wilson that it may be beneficial if a delegation from this Council meet with representatives of Hidden Heartlands.

Councillor Monteith also suggested that any member attached to the Heart of Ancient Ulster should also be willing to embrace the opportunity of being involved with Hidden Heartlands.

Proposed by Councillor Cuddy
Seconded by Councillor Monteith and

Resolved: That it be recommended to the Council to approve the County Mayo Learning Journey proposal. Officers to further investigate the potential of working with other bodies like Hidden Heartlands.

D199/18 Davagh Forest Outdoor Experience (Phase 2)

The Head of Tourism drew attention to the previously circulated report to inform members of Davagh Forest Outdoor Experience Phase 2 application to the Department of Agriculture, Environment and Rural Affairs (DAERA).

Proposed by Councillor Wilson
Seconded by Councillor Clarke and

Resolved: That it be recommended to the Council to approve in principle to progress Davagh Forest Outdoor Experience Project based on scoping study costs of £591,780. Match funding request from Council is 25% of project costs of £147,945.

Matters for Information

D200/18 Minutes of Development Committee held on Thursday 13 September 2018

Members noted Minutes of Development Committee held on Thursday 13 September 2018.

In response to Councillor Monteith's query regarding update on Dungannon Dog Track site, the Director of Business and Communities advised that the matter was progressing.

D201/18 Mid Ulster District Tourism Development Group

Members noted previously circulated report on Mid Ulster District Tourism Development Group.

D202/18 Parks Service Update Report

Members noted previously circulated report on Parks Service Update Report.

Local Government (NI) Act 2014 – Confidential Business

Proposed by Councillor Forde
Seconded by Councillor Molloy and

Resolved: In accordance with Section 42, Part 1 of Schedule 6 of the Local Government Act (NI) 2014 that Members of the public be asked to withdraw from the meeting whilst Members consider item D203/18.

D204/18 Duration of Meeting

The meeting commenced at 7 pm and concluded at 8.25 pm.

Chair _____

Date _____

Report on	Lough Neagh Partnership – Core Funding 18-19
Reporting Officer	Michael Browne
Contact Officer	Allison O'Keefe

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To provide Members with an update on progress to date and approve payment of first claim totalling £10,619.23.
2.0	Background
2.1	<p>March 2018 Council approved £22,000 Core Funding to Lough Neagh for 2018-19.</p> <p>Lough Neagh Partnership is the main co-ordinating body for tourism, leisure, environmental, heritage and marketing activities on Lough Neagh. It delivers programmes on behalf of local and central government and provides continuous marketing Lough Neagh. It has also developed the Lough Neagh and Its Waterways Destination Management Plan.</p> <p>Lough Neagh Partnership co-ordinate and market tourism, recreational, environmental and heritage activities on Lough Neagh and the Lough Neagh shoreline on behalf of Mid Ulster District Council. Specifically, reviewing the Destination Management Plan and deliver the LN Landscape Partnership Scheme (Heritage Lottery).</p>
3.0	Main Report
3.1	A detailed report on Lough Neagh Partnership's activities and progress to date is outlined in Appendix below.
4.0	Other Considerations
4.1	<p><u>Financial & Human Resources Implications</u></p> <p>Financial: Annual contribution - £22,000 over 2 claims Claim 1 - £11,783.23</p> <p>Human: N/A</p>
4.2	<p><u>Equality and Good Relations Implications</u></p> <p><u>N/A</u></p>

4.3	<u>Risk Management Implications</u> N/A
5.0	Recommendation(s)
5.1	N/A
6.0	Documents Attached & References
	Appendix – Lough Neagh Partnership Core Funding 2018/19



Targets	Target Date	Quantifiable Outputs	Position as at 31 July 2018
1. Landscape Partnership Project Deliver Year 3 of the Lough Neagh Landscape Partnership project	31/03/2019	Implement projects as agreed in HLF plan for 2018/19 e.g. signage project, Ardboe Archaeology project, Mountjoy Archaeology project. Begin progress on Brookend and Derryloughan nature reserves.	Ardboe project developed. Mountjoy dig complete with strong interaction from local people and large publicity. Management of work to Brookend tendered and conservation work at site commenced. Discussions with DEL regarding Derryloughan fruitful and they have agreed in principle to transfer land to community trust.
2. Destination Marketing Plan Working with Mid Ulster Council and stakeholders, identify and help develop new tourism products on Lough	31/03/2019	<ul style="list-style-type: none"> • Develop and promote 3 major Lough Neagh Tours 2 of which relate to and promote the Mid Ulster Tourism Development product. • Begin to develop a new food project for the Lough with DAERA. • Help Mid Ulster with the implementation of their tourism strategy. • Assist with implementation of new signage plan. • Identify and apply for new marketing funding programmes. 	<p>Craic and Food Tour, Thatch houses of Lough Neagh Tour and Seamus Heaney Tour all developed. Craic and Food Tour occurred 3 times in summer 2018. Seamus Heaney Tour to be completed in end Sep 2018.</p> <p>Discussions with DEARA regarding food co-operation programme. Opens in Nov 2018. Linked with Mid Ulster Tourism Strategy regarding events and heritage development. Signage plan to be implemented in winter 2018</p> <p>Marketing programme applied under RDP co-operation project.</p>
3. Marketing and Promotion 3.1 Ensure that VICs provide event information to Tourism NI on regular basis	31/03/2019	<ul style="list-style-type: none"> • Promote a minimum of 20 events per District. MUDC events submitted to TNI by Mid Ulster will be featured on Discover Lough Neagh website & app 	2 events per month from Apr to August were featured on newsletter to stakeholders and consumers, with links to blog posts for each. All events were promoted on Social media. 2 nd Quarterly stakeholder newsletter to be released at the end of September.
3.2 Co-ordination of Tourism NI marketing features for LN Work includes co—ordination of marketing features for Tourism NI productions/ advertorials.	31/03/2019	<ul style="list-style-type: none"> • Produce quarterly stakeholder newsletters • Update website & app weekly. Review other content on website and update through new content management system. 	Website continues to be updated with blog posts for events as well as updates for ongoing notable projects.

3.3 Increase SEO value of Lough Neagh destination website and individual visitor attractions		<ul style="list-style-type: none"> • Issue event updates and a minimum of 6 press releases. • A minimum of 200 posts to consumer and trade pages on social media. • Co-ordinate an electronic Christmas Colouring Competition within local primary schools. • Blog Competition. LNP will feature the top 10 blogs on the destination website, which will have significant SEO value for the destination website and also for the individual visitor attractions featured in the blog. A link can also be included to Mid Ulster Council on the relevant blogs. 	8 Press releases issued between 1 st April 2018 and 20 th September 2018 201 posts from 1 st April – 20 th September on The Lough Neagh Partnership social media consumer and trade pages Christmas Competition and blog competitions to proceed as planned later in the year.
4. Lough Neagh Cycle Trail Monitor the condition of Lough Neagh Cycle Trail as part of the establishment of a Heritage Trail under the HLF Landscape partnership project	31/03/2019	Lough Neagh Partnership will help promote the cycle trail throughout 2018/19 and the Lap the Lough event 26/08/2018	Helped promote Lap the Lough event through Lough Neagh website
5. Lough Neagh Community Trust LNP staff to work with Development Trust NI to ensure that new Community Trust (which was established in March 2016) becomes operational and new funding attracted from DAERA	31/03/2019	<ul style="list-style-type: none"> • To have new Lough Neagh Community Trust operational by 2018/19 • Apply for new funding for DTNI from DAERA • Attend Community Development Trust meetings • To continue to provide marketing management and environmental advice to Lough Neagh Community Trust. 	Three meetings held with DTNI. Application for assistance applied to HLF. Provide advice on Coney Island and Derryloughan
6. Lough Neagh Cooperation Project Help LAGS and Mid Ulster District Council develop Lough Neagh Cooperation Project	31/03/2019	<ul style="list-style-type: none"> • Help and assist Lags to develop Rural Development Programme Cooperation project. • Continue to provide help and advice on the implementation of this project for the LAGs and Councils around the shores of the Lough • Help facilitate the securing of a Rural Development Project in conjunction with Mid Ulster Council and Mid Ulster Local Action Group to bring benefits to 	Prepared business plan and applied for Marketing programme for the whole of the Lough. Also helped ABC Council prepare business plan for Coney Island and dredging of Blackwater and Upper Bann river. Opening up of Blackwater river will assist with tourism development in Mid Ulster area and marketing and promotion of the whole of the lough will help Mid Ulster tourism projects. Marketing plan will also help

		the Mid Ulster District in terms of lough-shore facilities owned by Council.	promote specific Mid Ulster project which is part of the RDP Co-operation project i.e. Portglenone
7. Lough Neagh Food Programme Apply to DAERA and develop strategy for Lough Neagh food with particular emphasis on Lough Neagh fish with a view to securing EU or RDP funding for a food programme.	31/03/2019	<ul style="list-style-type: none"> • Identify and meet with relevant partners • Development of funding proposal • Submission of proposal when programme opens • Identify benefits specific to Lough Neagh 	Discussion with John McKee in May 2018 regarding development of food programme. Project is up and running and will be available for Grant assistance in the Autumn of 2018
8. Liaison with MUDC Ongoing liaison MUDC	31/03/2019	Attend a minimum 3 meetings with MUDC officers in 2018 to update on progress	Met with M Browne on 4 occasions
9. NIEA Shoreline Plan Attract new funding and engage with farmers and landowners on western shore to improve condition of western shore	31/03/2019	LNP staff will help implement and administer funding of £43,000 which has been secured for a second year from NIEA towards the development and implementation of management for Special Protected Areas (SPAs). Part of this project will relate to the Mid Ulster District Council area.	New Farming Co-Ordinator officer has started and he is liaising with farmers in the Mid Ulster area. C Mc Carney is also liaising with farmers in the south east corner area also. E.g. Ardboe to Washing Bay
10. New Group Farm Scheme Set up new Group Farm Scheme on western shores of Lough Neagh and Mid Ulster Council area	31/03/2019	<p>LNP intends to receive, manage and administer new £200,000 DAERA Group Farm Scheme for Lough Neagh with the main focus in western shores /Mid Ulster area giving help and assistance to over 20 farmers along the Mid Ulster shoreline of Lough Neagh.</p> <p>Receive funding and start programme in 2018/19</p>	<p>New farm scheme is up and running with a new EFS co-ordinator at work.</p> <p>15 farmers have been signed up already</p>
11. Lough Neagh Plan Help with Mid Ulster Council planning Group for Lough Neagh to develop new planning zone designation for Lough Neagh	31/03/2019	LNP staff intend to attend Lough Neagh planning meetings led by Mid Ulster District Council and give advice and assistance on the development of new coordinated Lough Neagh plan	Attended planning meetings in A and N Council and Mid Ulster Council. To meet with ABC Council
12. Mid Ulster Community Planning Meetings Help and assist with development of Mid Ulster Community Plan	31/03/2019	Lough Neagh intends to attend Mid Ulster Community Planning meetings and feed into Lough Neagh issues and concerns	Helped with feedback into community plan.

13. THOAULP Provide advice and assistance with Mid Ulster HLF Landscape Project Ancient Heart of Ulster Landscape Project	31/03/2019	LNP staff intend to provide advice and assistance to help with Ulster HLF landscape proposal	Assisted Mid Ulster with THOUPL application.
14. Implement Water Quality Project Lough Neagh Water Quality Interreg Project	31/03/2019	LNP staff intend to assist with implementation and administration of Interreg Water Quality Programme (Waterpro) relating to whole of Lough but parts will relate to the Mid Ulster area	Attended steering group meetings in Edinburgh to progress Waterpro meetings.
15. Coalisland HLF Great Places Project Make application	31/03/2019	LNP manager will apply for funding and work with partnership to develop a Great Place Project in Coalisland and the wider area. Potential grant of up to £500,000. All within Mid Ulster area.	Coalisland project progressed with HLF and Council. Partnership agreement is with Councils legal team. Project anticipated to start in Oct 2018
Total Income Generated		<ul style="list-style-type: none"> • DAERA Group Farm Scheme estimated £150,000 will benefit MU • HLF Landscape Partnership estimated £150,000 will benefit MU • £25,000 funding available through Waterpro project 	Funding for there programmes attained
Creation of Strategic documents to stimulate economic development		<ul style="list-style-type: none"> • Help implement Destination Management Plan • Community Trust operational documents and business plan for purchase of Lough • New implement Lough Neagh Development Plan • Will help with Mid Ulster Community Dev Plan • Will help develop Lough Neagh Planning Strategic Plan led by Mid Ulster District Council 	Assisted with the development of strategic documents e.g. Lough Neagh planning group, LNDT.

Report on	Regional and Minority Language Implementation Working Group minutes of meeting of 18 th October 2018
Date of Meeting	Thursday 15 th November 2018
Reporting Officer	Tony McCance
Contact Officer	Tony McCance

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	X

1.0	Purpose of Report
1.1	To receive and consider for approval the minutes of the Regional and Minority Language Implementation Working Group held on 18 th October 2018.
2.0	Background
2.1	Mid Ulster District Council previously resolved to establish a Language Working Group to assist with policy development and to support the implementation of Mid Ulster District Council's Irish Language and Ulster Scots language policies and associated work.
2.2	The Working Group Terms of Reference confirms that the business of the Regional and Minority Language Working Group be reported through Mid Ulster District Council's Development Committee.
3.0	Main Report
3.1	The report of the meeting of 18 th October 2018 is attached for consideration and approval.
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: N/A
	Human: N/A
	Risk Management: Any risks identified from the delivery of the Regional and Minority Language Programme are discussed and addressed through the Regional and Minority Language Implementation Working Group

4.2	Screening & Impact Assessments
	<p>Equality & Good Relations Implications:</p> <p>The language policies are implemented in a way that is sensitive to the concerns of certain sections of the community, that is inclusive, and that aspires to promote good relations between all sections of the community in the longer term.</p> <p>The language policies are introduced so as to ensure that there is no adverse impact on the promotion of a good and harmonious environment, either among Council staff or within the District as a whole.</p>
	<p>Rural Needs Implications:</p> <p>N/A</p>
5.0	Recommendation(s)
5.1	The Committee considers approval of the Regional and Minority Language implementation Working group minutes of 18 th October 2018
6.0	Documents Attached & References
6.1	Appendix 1 – Minutes of Regional and Minority Language Working Group of 18 th October 2018



**Report of
Regional and Minority Language Implementation Working Group of Mid Ulster District
Council**

Report of Regional and Minority Language Implementation Working Group of Mid Ulster Council held on Monday 8th October 2018 in the Council Offices, Cookstown.

Attendees Members: Cllr J Mc Namee (Chair), Cllr T Wilson, Cllr M Kearney, Cllr S McGuigan.

Officers: T McCance, D Ó Doibhlin, Rebecca Ní Dhonnaile.

AGENDA	MATTERS AGREED	ACTIONS & RESPONSIBILITY
1.0	Apologies	
	Cllr Kim Ashton, Cllr Derek McKinney, Cllr R McGinley, Cllr S McPeake, Cllr P Bateson, A McCreesh	
2.0	Declarations of Interest	
	No declarations of interest submitted.	
3.0	Presentation by Colm Ó Baoill, Foras na Gaeilge Re: Community Support Programmes	
	Colm Ó Baoill presented information to the group about the support available to groups and businesses from Foras na Gaeilge. Colm answered a number of questions from members of the group with regards to this and circulated examples of resources which are provided to groups or businesses seeking funding support from Foras na Gaeilge. Councillors felt this information would be of great interest to the public and it was agreed that an event be organised to disseminate this information locally.	D Ó Doibhlin, R Ní Dhonnaile

4.0	Report on previous meeting held on 25th June 2018	
	A report of the previous meeting of 25th June was presented to the Working Group.	
5.0	Signage Programme Update	
	T. McCance provided an update on the progress of the signage programme. He advised that new signage is now in place in Council play parks and Council cemeteries throughout the district. He also advised the group that Moneymore Recreational Centre has been refurbished and now includes both internal and external bi-lingual signage. T McCance advised the Working Group that the Road and street name signage programmes was currently on hold pending a revised procurement process being developed. An internal audit is currently taking place throughout all council facilities and once complete, will assist in the installation of internal bi-lingual signage across all Council facilities.	T McCance
6.0	Ulster Scots language and cultural activity proposals	
	T. McCance presented to the group a proposal on potential Ulster Scots activities. The proposal outlined the information regarding the activities which included workshops and taster sessions for Ulster Scots language. Cllr T. Wilson proposed that the language project be approved and delivered as outlined, the proposal received the unanimous support of all present.	T McCance
7.0	Irish Language Programme Update A.O.B.	
	<p>R. Ní Dhonnaile updated the meeting on the Irish Language Programme with the following information:</p> <p>Celebrations of Achievement: In order to achieve our objective of recognising and celebrating the language in the broader context of linguistic and cultural diversity across the District, a number of celebratory events have been held over recent weeks:</p> <p>Diploma in Irish in conjunction with University of Ulster: A celebration was held in the Burnavon, Cookstown on the 28th August to mark another successful group of students graduating from the Ulster University Diploma course. Chair of Mid Ulster District Council, Councillor Seán McPeake welcomed Provost of Magee Campus, Ulster University, Dr Malachy</p>	T McCance, D Ó Doibhlin, R Ní Dhonnaile

	<p>Ó Néill; Ulster GAA President, Michael Hassan; past and present students of the Diploma course, their teachers and the successful class of 2017-18. He also formally acknowledged and thanked Ulster GAA for their continued financial support of students undertaking this course alongside the funding provided by Mid Ulster District Council</p> <p>GCSE course in conjunction with South-West College: A celebration was held in Ranfurly House, Dungannon on the 30th August to mark the success of the students who completed the course in its inaugural year. Of the 16 students registered, 15 completed the course and of that, 14 achieved a pass grade.</p> <p>National Award Winners: A celebration was held in Burnavon Theatre, Cookstown on the 20th September to mark the success of three Mid Ulster community groups who received awards from national organisation Glór na nGael as a result of their efforts in promotion of the Irish Language.</p> <p>Promoting Opportunities to Learn</p> <p>Burnavon: The classes held at the Burnavon continue with an additional class added to support increase in uptake. The Burnavon now hosts a Bunrang for beginners and a Meánrang for intermediate learners every Tuesday morning.</p> <p>Tús / Nasc Bootcamps: A new term of Bootcamps has now begun and both Irish learners and speakers, both new and familiar are welcomed back to Ranfurly House, Dungannon. The dates for the next quarter are as follows:</p> <p>20th October</p> <p>17th November</p> <p>15th December</p>	
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	Staff Course in Council: In line with our policy objective of offering appropriate training to staff, an 8 week course in conversational Irish begins on the 2 nd October. The course will run concurrently across all 3 offices with two levels on offer, beginners and refresher.	
8.0	A.O.B.	
	No further business discussed	
<i>Meeting concluded at 6.45pm</i>		

Reports of Working Groups: Finalised Reports of Working Groups should be forwarded to Democratic Services on committees@midulstercouncil.org with a cover report to be scheduled on the agenda of the next available relevant committee meeting

Report on	Leisure – Summer 2018 Programme Review
Date of Meeting	15 th November 2018
Reporting Officer	Oliver McShane
Contact Officer	Oliver McShane

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To update members on the 2018 Leisure Summer Activity programme and recommendations for improvement.
2.0	Background
2.1	The 2018 Summer Activity Programme offered a wide range of camps and schemes including Summer Schemes, Canoeing, Tennis, Bowling, Gymnastics, Football, Disability, Gaelic, Hockey, Multisport, Dance, Athletics and Golf.
2.2	These activities took place right across the District at - Ballyronan, Fairhill, Cookstown LC, Mid Ulster Sports Arena, Cookstown HS, Dungannon LC, Drumcoo, Dungannon Park, Royal School Dungannon, Greenvale LC, Maghera LC, Moneymore RC, Meadowbank Sports Arena, Tobermore Golf Centre & Backrow Draperstown.
2.3	All summer schemes now run with morning and afternoon sessions making it more accessible.
2.4	Early drop offs, breakfast clubs and in most cases supervised lunches were available this year. Summer schemes ran from between 4 and 8 weeks offering free play sessions, structured programmes and trips.
3.0	Main Report
3.1	All of the Camps were delivered by fully qualified and experienced coaches. In most cases summer schemes were organised by Leisure Department Staff. Details of camps and schemes delivered are included in Appendix 1.
3.2	In total, children took part over 19,000 times in this year's Summer Activity Programme.

3.3	The vast majority of the children and young people that attended our programmes came from within the District. Speciality camps advertised externally always draw interest from residents from outside the district - Canoeing at Ballyronan and the Goalkeepers course at MUSA.
3.4	The 2018 Summer Activity Programme was successful at keeping children engaged with a wide range of activities on offer and with 19,000 boys and girls attending, this is a significant figure considering the wide range of club camps or youth clubs and is an increase on the previous year's figure of 10,000.
3.5	The programme is kept under review with learning from this year being used to make improvements moving forward.
4.0	Other Considerations
4.1	Financial, Human Resources & Risk Implications
	Financial: Associated costs were incorporated from Leisure 2018/19 revenue budgets.
	Human: Employing dedicated Summer Scheme Leaders and Coordinators.
	Risk Management: N/A
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: Equality Impact Screening will be required
	Rural Needs Implications: Rural Needs assessment will be required,
5.0	Recommendation(s)
5.1	Members are asked to note content of the review of Leisure Summer 2018 programme.
6.0	Documents Attached & References
6.1	Appendix 1 – Leisure Summer Programme 2018

Appendix 1: Leisure Summer 2018 Programme Report and Review

Introduction

The 2018 Summer Activity Programme had a wide range of camps and schemes including Summer Schemes, Canoeing, Tennis, Bowling, Gymnastics, Football, Disability, Gaelic, Hockey, Multisport, Dance, Athletics and Golf.

These activities took place right across the District at - Ballyronan, Fairhill, Cookstown LC, Mid Ulster Sports Arena, Cookstown HS, Dungannon LC, Drumcoo, Dungannon Park, Royal School Dungannon, Greenvale LC, Maghera LC, Moneymore RC, Meadowbank Sports Arena, Tobermore Golf Centre, Backrow Draperstown

All summer schemes now run with morning and afternoon sessions making them more accessible.

Early drop offs, breakfast clubs and in most cases supervised lunches were available this year. Summer schemes ran from between 4 and 8 weeks offering free play sessions structured programmes and trips.

Activities offered

All of the Camps were delivered by fully qualified and experienced coaches, in most cases summer schemes were organised by Leisure Department Staff. Details of the activities on offer at camps and schemes are listed below.

Arts & Crafts, Athletics, Badminton, Basketball, Bouncy Castles, Bowling, Canoeing, Climbing Wall, Dance, Disability Sports, Dodge Ball, Football, Gaelic Football, Gymnastics, Golf, Goal Keeping, Hockey, Multi Sports, Olympic Handball, Rugby, Soft Play Area, Swimming, Table Tennis, Tennis, Walking

Extensive programmes were also organised locally by Governing Bodies of Sport. Derry GAA, Tyrone GAA, IFA & Ulster Hockey.

In addition the Everybody Active 2020 Coaches led a range of Schemes and Camps across the District from Draperstown to Dungannon focusing more on community, health and disabled programmes.

Attendance

In total across the summer children took part over 19,000 times in this year's Summer Activity Programme.

The vast majority of the children and young people that attended our programmes came from within the District. Speciality camps advertised externally always draw interest from residents from outside the district - Canoeing at Ballyronan and the Goalkeepers course at MUSA.

The 2018 Summer Activity Programme was successful at keeping children engaged with the range of activities on offer. Just short of 19,000 individuals registered across all programmes.

With 19,000 children attending, this is a significant figure when you also take into consideration the wide range of club camps or youth clubs that we as a council are competing against.

Marketing & Communications

An official launch of the 'Summer Activity Programme took place at Meadowbank Sports Arena with the Council Chair in attendance.

A total of 20,000 Summer Brochures were distributed to local schools, public buildings and leisure centres across Mid Ulster. Promotional banners were also erected outside each leisure facility.

Social media promotion was ongoing throughout the summer with daily and weekly posts across the Facebook pages of all the facilities except the Greenvale LC. Greenvale Leisure Centre ran a Summer Camp for its members. This is offered free as part of the Household Membership package.

All camps and schemes should be available to book online like our competitors Tyrone GAA, IFA Ulster Hockey & Rugby.

Some discussion has taken place as to whether the summer plans should be made available much earlier in the year (approximately Easter) to assist parents with making plans for child care cover over the summer months.

Budget

Like all other Council departments the budgets within Leisure and Sports Development are under ever greater strain and surplus monies are limited. We continue to strive to deliver a wide range of quality activities for District residents.

Summer Activity Programme budget.

2017	Income
<i>Cookstown Leisure Centre</i>	<i>£6,944.50</i>
<i>Sports Development</i>	<i>£12,382</i>
<i>Meadowbank Sports Arena</i>	<i>£7,476.05</i>
<i>Moneymore Recreation Centre</i>	<i>£1622.02</i>
<i>Maghera Leisure Centre</i>	<i>£9,866.76</i>
<i>Dungannon Leisure Centre</i>	<i>£4,535</i>
Total	£43,836.53

2018	Income
Cookstown Leisure Centre	£5,729.92
Dungannon Leisure Centre	£6,520.40
Greenvale Leisure Centre	£3,370.00
Maghera Leisure Centre	£9,978.30
Meadowbank Sports Arena	£7,827.80
Moneymore Recreation Centre	£1,261.70
Sports Development	£8,825.40
EBA	£1,036.00
Total	£44,549.52

Financial Explanation

2018 saw an overall increase in income and participation rates across the Summer Programme.

Recommendations / Proposals

To ensure we continue to improve, it is necessary to review the programme each year.

Recommendations to consider for 2019 include:

	Recommendation
1	Review programme daily duration and associated requirements
2	Earlier planning and programme development to enable early marketing and promotion
3	Review online booking system
6	Review programme delivery to be aware of increased competition

Conclusion

The Summer Programme 2018 was a success with over 19,000 boys and girls attending. This is a significant figure when you also take into consideration the wide range of club camps or youth clubs delivered by other groups and organisations.

The trips on offer at the schemes were a fantastic incentive and although not subsidised this year income did increase.

Report on	Leisure Services Q2 Update
Date of Meeting	15 th November 2018
Reporting Officer	Oliver McShane
Contact Officer	Oliver McShane

Is this report restricted for confidential business?	Yes	
If 'Yes', confirm below the exempt information category relied upon	No	x

1.0	Purpose of Report
1.1	To update Members of the progress being made regarding activities in Leisure Services and highlight events that will be occurring in the future.
2.0	Background
2.1	Mid Ulster District Council recognises the important role that leisure plays in today's society and that the equitable availability of accessible, high quality sport and leisure provision can enhance the quality of life, health and wellbeing of the local community. The facilities and programmes provided in Mid Ulster are designed to maximise participation in sport and leisure activities from all sections of the community and provide pathways that enable every resident within the Mid Ulster area to maximise their health, sporting abilities, aspirations and potential.
3.0	Main Report
3.1	Full details of key elements of Leisure Service provision in the last quarter are included in Appendix 1. A summary of key highlights or is provided below:
3.2	<p>Launch of the September to December Drop in Programme at CLC</p> <p>The new timetable for classes and courses running from September to December was published and made available to the public, it includes a choice of 16 Drop in exercise classes of various styles, courses for Swimming, Lifesaving, Recreational Gymnastics and Buggy Fit. This was also made available to the customers through social media and online.</p> <p>Swim Ulster having selected Cookstown Leisure Centre to be a partner in their “Swim Ulster Pathway Development Programme” continue to utilize our facilities for their training sessions twice a week on Wednesday and Friday mornings.</p>
3.3	<p>Fitness Suite Programme at DLC</p> <p>From 5th June - 5th September a shed it challenge has been running. This challenges members to burn 5,000 calories per month on any of our C.V.</p>

	<p>machines. The challenge has been very well received as it gives members a monthly target with many reporting it pushes them and encourages them to achieve personal goals.</p>
3.4	<p>Street League 2018 at MUSA</p> <p>This year seen the continuation of the new Street League format which ran from July-September. In addition to the usual Street League fixtures open to teams of non-registered / recreational football players, the 'Super League' competition took place, allowing existing football players to enter in their own section. Ten teams entered the Recreational competition and ten teams entered the Super League. This format was highly successful and enjoyed by all participants and spectators, the games were spread throughout the Mid Ulster Area. This year seen Keystone win the recreational section and Killymoon Rangers were winners of the Super League.</p>
3.5	<p>Brand New Gymnastics Course running at GLC</p> <p>After the success of the summer scheme Gymnastics, the centre uploaded another new kid's activity program with the addition of an 8 week Gymnastic course running from 10th September.</p> <ul style="list-style-type: none"> • 15.30-16.30: 5-8 year olds • 16.30-17.30 8-12 year olds <p>Availability was advertised on Facebook and had an overwhelming response with 30 spaces being filled in less than a day. The second course started on the 29th September and again booked up very quickly.</p>
3.6	<p>6-week Body Shred Programme at MLC</p> <p>Customers took part in our first 6-week Body shred with amazing results. As well as their instructor lead classes 3 morning a week they could also avail of all our other centre based classes. The results from this were so successful we are running another 6 weeks with the possibility of 2 classes taking place as the demand is increasing. The class aims towards muscle toning, weight loss and general fitness increase. Weigh ins and diet plans are also included in this service.</p>
3.7	<p>Bleep Test at MLC</p> <p>We held a Bleep test in September which was open to all our customers who wished to take part. They participated in the original test and have now been given 4 weeks to follow a programme set up to increase their cardio and running and will take part in another bleep test aimed to record their improvement and better their result over the last period.</p>
4.0	<p>Other Considerations</p>
4.1	<p>Financial, Human Resources & Risk Implications</p>
	<p>Financial: N/A</p>

	Human: N/A
	Risk Management: N/A
4.2	Screening & Impact Assessments
	Equality & Good Relations Implications: N/A
	Rural Needs Implications: N/A
5.0	Recommendation(s)
5.1	Members are asked to note activities being undertaken in Leisure Services in the last quarter and the events that will be occurring in the future.
6.0	Documents Attached & References
6.1	Appendix 1 - Key elements of Leisure Service provision in the last quarter.

Every Body Active 2020 Update

Disability Coach

Summer 2018 was once again an action packed event for Disability Sport, with Summer Camps taking place right across the Mid Ulster Council area. The camps were run for all disability spectrums, ages, and genders and provided each individual with a fun and safe environment where they could take part in sport and physical activity, whilst meeting new friends.

The sessions took place in Dungannon Leisure Centre, Mid Ulster Sports Arena Cookstown and Meadowbank Sports Arena Magherafelt. Each session lasted 1-2 hours and consisted of circuits and small fun games that allowed the participants to improve on their Fundamental Movement Skills of agility, balance and co-ordination, as well as their throwing, jumping, running and catching skills.

These sessions also allowed each individual to enjoy sport and physical activity in a fun and safe environment whilst meeting new friends. To date over 50+ participants have taken part in these sessions across the Mid Ulster Council Area.



September 2018 saw the EBA2020 team involved in the official re-opening of the newly refurbished Moneymore Recreation Centre.

The day involved the coming together of the 6 local primary schools in the surrounding area and the children taking part in a variety of sports delivered by the EBA2020 Coaches. The sports delivered by the coaches included Soccer, Dodgeball, Gymnastics and Tennis.

All the pupils embraced all the activities and really enjoyed themselves on the day.

Below are photos of some of the participants in action:



Summer Get Active 2018

Our summer programme ran during July and August. Participants registered across the range of camps and schemes.

Which created nearly 19000 active participatory sessions.

Sessions took place right across the District

Activity / Camps	Summer Schemes, Canoeing, Tennis, Bowling, Gymnastics, Football, Disability, Gaelic, Hockey, Multisport, Dance, Athletics and Golf
Locations	Ballyronan, Fairhill, Cookstown LC, Mid Ulster Sports Arena, Cookstown HS, Dungannon LC, Drumcoo, Dungannon Park, Royal School Dungannon, Greenvale LC, Maghera LC, Moneymore RC, Meadowbank Sports Arena, Tobermore Golf Centre

MUDC Disability Hub

A Disability Hub Fun Day took place at Mid Ulster Sport Arena on the 16th June and was open to all. The Fun Day introduced the Sports Hub and the equipment available to all the District's disabled groups. In partnership with Disability Sport NI and MUDC Sports Development, more than 100 participants, family members and representatives from Sports Governing bodies attended.

Participants both disabled and able bodied took part in:

- Goal Ball – a floor based ball game for visually impaired,
- Wheelchair Hurling – hosted by Ulster GAA
- Disability Gaelic – Exhibition match Tyrone versus Derry GAA Disabled Teams
- Wheelchair Basketball – Hosted by Knights Wheelchair basketball Club
- Wheelchair Hockey - The first ever event of its type hosted by Ulster Hockey
- Disability Rugby – Host by Dungannon Sharks Disabled Rugby Team part of Dungannon Rugby Club,
- Boccia – A target bowls type game

- Tandem cycling – facilitated by a recently trained Sports Hub Volunteer who is also a member of Harps Cycling Club.

These taster sessions were run across an afternoon which gave participants the opportunity to 'have a go' at multiple sessions.



School Cross Country

Primary School heats are planned to take place across the District – Mid Ulster Sports Arena, Dungannon Park, Tobermore Golf Centre and a finals event including post primary schools will take place at M.U.S.A. in October.

Coach Education Programme

Planning has begun for the 2018 /19 Coach Development Program.

Coach education will be available from November 2018 – March 2019. A variety of safeguarding, first aid and sports science course will be hosted across the District ideal for volunteer and coach development. Our partners from last year The Performance Lab are again providing experienced sports scientists.

Cookstown Leisure Centre

Cookstown Leisure Centre had approximately 62,946 visitors during quarter 2.

Birthday Parties figures over the last 3 months:

- 22 parties booked over July
- 21 parties booked over August
- 52 parties booked over September* (*busier month for parties)

Cookstown Leisure Centre Drop in Classes are offered to the public and as part of the total "Evolve Membership". These are continuing to perform well.

Hydro Power was introduced again on Thursday evenings during July and August when the swimming club gave up their sessions for the summer. This class again proved popular and will be reintroduced when pool time allows.

During July and August Dry courses were organised as follows:

- Get Active Tennis: 2nd – 6th July & 13th – 17th August
- Gymnastics: 6th – 10th August (3 sessions daily)

Summer Scheme

The Summer Scheme continued this year with the age limits 6-12 years, and the Breakfast Club, Early Drop Offs and supervised lunches.

The Scheme ran for 4 weeks (from Monday 16th July – Friday 10th August).

Activities: Playshack, Dance Mats, Bowling, Arts and Crafts, Main Hall Games, Football, Basketball, Badminton, Table Tennis, Board Games, Climbing Wall and Movies.

- The wide range of different Arts and Crafts proved very popular with the younger children.
- Using the same leaders throughout the 4 weeks meant consistency for the children which helped build relationships with them and their parents or guardians.
- The disco on the last day of scheme was very enjoyable.
- Climbing Wall was successful and enjoyed by children of all ages.
- Scheme Leaders were excellent at interacting with the children and worked extremely well as a team.
- Behaviour was managed very well.
- Supervised Lunch was great for the children

Launch of the September to December Drop in Programme.

The new timetable for classes and courses running from September to December was published and made available to the public. It included a choice of **16** Drop in exercise classes of various styles, courses for Swimming, Lifesaving, Recreational Gymnastics and Buggy Fit. This was also made available to the customers through social media and online.

The newly introduced "Metcon" (short for Metabolic Conditioning), has been very popular.

The enrolment for our various courses is now also available online which greatly improves the procedure and is more and more in demand.

Swimming Lesson enrolment (summer intensive July /August 2018) took place on Wednesday 27th June. Youth Swimming lessons took place for 6 weeks and followed a Monday – Friday intensive format. Lessons commenced on Monday 2nd July and concluded on the 17th August 2018. Lessons were available from 9.00am to 12noon and 3.00pm to 6.30pm.

Mid-Ulster Council launched its new Swim Academy (MUSA) across all wet sites in October.

Swim Ulster having selected Cookstown Leisure Centre to be a partner in their **“Swim Ulster Pathway Development Programme”** and continue to utilize the facilities for their training sessions twice a week on Wednesday and Friday mornings.

Evolve Fitness

During August a promotion was held where members got access to the gym and drop in classes for £20. This proved very popular.

Dungannon Leisure Centre

Summer Scheme

Dungannon Leisure Centre Summer Scheme ran from Monday 16th July to Friday 10th August 2018. Over the four-week period 1,930 young people came along to enjoy a range of activities including swimming, crafts, football, netball, badminton. As part of the scheme the Southern Health & Social Care Health Promotion Team held an interactive session talking about healthy eating and care in the sun. The scheme received great feedback from parents on a well-run activity packed program.

Other activities on offer over the summer included Active Communities Gymnastics Camp and a Teen Disability Summer Camp.

During August Tyrone Towers held their annual basketball camp.



Tyrone Towers Summer Basketball Camp

Fitness Classes and Courses

Fitness classes and courses continued over the summer period classes on offer included:

- Early Burn
- Lunchtime H.I.I.T
- ½ Spin & ½ Circuits
- Pilates for beginners and intermediate
- Spin classes
- Yoga

- SWEAT

After a break for the summer the following clubs returned to begin their training and practice sessions:

- Tyrone Towers Basketball club
- Ju Jitsu
- Jundo
- Cobra Kai
- NI Association of Karate.
- Tae Kwon Do
- Pound Class
- Tai Chi
- Jo Jingles
- Irish Dancing Classes

The Men's Health programme continues on Wednesdays with members having the opportunity to enjoy the facilities including football, fitness suite and pool.

Fitness Suite

From 5th June - 5th September a shed it challenge has been running. This challenges members to burn 5,000 calories per month on any of our C.V. machines. The challenge has been very well received as it gives members a monthly target with many reporting it pushes them and encourages them to achieve personal goals.

A Fither programme started on the 24th August. For ladies with a disability this program has proved to be popular with 8/10 regularly attending.

Teen fitness is available for 13-16-year-old and popular after school activity as young people come in small groups to use the facility.

Wet Activity Classes and Courses

Swimming Lessons

Over July and August to accommodate different customer requirements a range of swimming lessons were available;

- 1-1 and 1-2 as always these were very popular and booked out quickly.
- 5 sets of 1 week intensive lessons, these lessons enable customers to attend every day for five days.
- 1 set of 5 week lessons – customers have one lesson per week for 5 weeks.

Masters Swimming and Swimmer Development programme continued throughout the July, August and September with all classes being well attended.

During September bookings took place for the new Mid Ulster Swim Academy which starts in October. Customers were able to book in person at reception, by phoning the Centre or online.

The School swimming programme recommenced at the beginning of September. The programme has also been revised and is aligned to the Mid Ulster Swim Academy.

Aqua- Fit has been renamed and is now Zumba Aqua-Fit. This new class has proved very popular designed for all levels of fitness it is a low impact water fitness class with a Latin beat.

September saw the water activity clubs back in for training:

- Dungannon Amateur Swimming Club.
- Dungannon Sub Aqua Club
- Monday Night Club swimming
- Aquababes
- Water Babies
- Special Olympics.

Rookie Lifeguard took place over the summer months with many young people achieving their bronze, silver and gold awards in basic skills of water safety and some rescue techniques.

In August the National Pool Lifeguard Qualification course was held. This week long intensive training session teaches candidates lifesaving skills including water rescue, CPR and how to use a defibrillator. All candidates were successful in obtaining the award.

Outdoor Pitches.

During the summer months' maintenance work took place on the following pitches in preparation for the new football season starting at the end of August:

- Gortgonis
- Newmills
- Drumcoo pitch 3
- Benburb
- Fivemiletown pitch 3

A number of community/church events also took place:

- Newmills - Primary school fun day
- Aughnacloy - 2-day Community Festival
- Ballygawley - Church fun day
- Ballygawley - Church BBQ and praise
- Castlecaulfield - Christian Endeavour team building
- Castlecaulfield - Church BBQ and fun day
- Benburb - Family fun day
- Benburb - Junior Soccer Training

Unfortunately, the McDonalds Community Football and Fun Day event with the Irish FA and Riverdale Football Club had to be cancelled due to heavy rain and strong winds it is planned to take place next year.

Gortgonis

Gortgonis Gym opens Monday to Saturday. Opening times are Mondays: 9am-1pm and 4-9pm, Tuesdays: 4-9pm, Wednesdays: 9am-1pm and 4-9pm, Thursdays: 4-9pm, Fridays 9am-7pm. Staff are available to give advice on use of equipment and exercise programmes.

Greenvale Leisure Centre

Group Swimming Lessons

The 'Learn to Swim' programme at Greenvale continues to attract a large volume of children (aged 3.5-12yo) to the Centre for weekly swimming lessons. The recently launched Summer term of lessons attracted over 1007 participants, as expected the numbers reduced slightly for the summer months.

The Adult Lessons and Masters Swimming continued over the summer months with 44 taking part in the adult's lessons and 25 in the Masters Swimming.

Additionally, private swimming lessons continue to run successfully, with over 100 sessions booked per week.

Studio Program

With the good weather in July the majority of classes were taken outside to the satisfaction of the customers and the staff.



Greenvale Shredding Program

Following our successful Pre- Summer programme, we announced our 'September Shred'!

Comprising of 3 x weekly small- group fitness classes (Mon, Wed & Fri 6.30am), together with regular weigh-ins and nutritional advice, the Shredding programme is perfect for anyone who wants to boost their training programme!

New studio Program Released for September

Greenvale released the biggest studio program so far with 43 Classes (not including gymnastics). With the return of the old favourite classes and some new initiatives such as TRX, KBs & Ropes which customers enjoyed, we also revamped our beginner classes to provide more opportunities the less active customers and improved our availability of Hatha Yoga.

Class of the week

Classes were available at £1 as part of our CLASS OF THE WEEK PROMO for the month of JULY, which was a great success with new members of the public coming in to avail of the special offers.

JULY

PROMO

Greenvale released the 'Beat the heat' this Summer with our brand new FAMILY SWIM DEAL!

Just £10 for 2 adults and 2 children, or 1 adult and 3 children available ALL DAY, EVERY DAY, throughout the month of July! This included use of our flume and family fun sessions

Kids Boot Camp

The kid's activity program was in full swing through out summer with the Strength Academy fully booked and the Kids Boot camp with over 40 kids attending.



Brand New Gymnastics Course running at Greenvale

After the success of the summer scheme Gymnastics. The centre uploaded another new kid's activity program with the edition of an 8 week Gymnastic courses running from 10th September.

- 15.30-16.30: 5-8 year olds
- 16.30-17.30 8-12 year olds

Availability was advertised on Facebook and had an overwhelming response with 30 spaces being filled in less than a day. The second course started on the 29th September and again booked up very quickly.

Autism Friendly Soft Play Sessions

Greenvale has continued with the Autism friendly session within the soft play area, every Sunday 10.00-12.00noon. The sessions, provide a quiet sanctuary for children with Special needs and allow a social space for parents to meet. The sessions have been utilised by several local families, with extremely positive feedback received to date.

Maghera Leisure Centre

The Centre remains very busy with £20/month membership selling at extremely well. We also have gained a lot of new customers from all over due to this membership, some even travelling from neighbouring counties.

Birthday parties are also very busy with nearly every slot booked out plus our evening parties have become more popular too due to the weekend slots being already filled.

Centre Based Classes and Activities Jan, Feb & March.

In the Month of September, we introduced a new Class Timetable. Some of the new classes we run now include Kids Spin, Kids Cardio and an over 50s club where tea and biscuits is served after the class as they have a catch up.

We also have introduced a HITT Fitness class on a Friday morning as well as Cardio Blast classes, Core Stability class in the evening and changed days and times of classes to different slots to give our programme a fresh new look.



Below is a guide to our classes and days in which they run

Daily Morning session classes 10am – 11am.

- Mon -Core Stability.
- Tues – Spin.
- Wed - Circuit Training.
- Thurs – Body Blitz
- Fri Circuit Training.
- Early morning boot camp 6.30am – 7.15am Wed.
- Early morning HITT Fitness 6.30am-7.15am Fri.
- Adult Centre Tuesday and Thursday.

Evening Classes

- Circuit Training Mon & Thurs.
- Over 50s Club Tues
- Kids Spin Tues
- Cardio Blast Tues & Sat
- Stomach Shred Tuesday
- Gymnastics Tues, Wed & Fri.
- Kettlebells Wed.
- Senior Citizen Club Wed 2pm – 4pm.
- Fit Kids Session Mon & Thurs.
- Kids Cardio - Fri
- Spinning Classes Mon, Wed, Fri & Sat.
- Sunday boot camp & Spinning class.
- Delivery of GP Referral Programme.

6-week Body Shred Programme.

10 Lucky customers took part in our first 6-week Body shred with amazing results. As well as their instructor lead classes 3 morning a week they could also avail of all our other centre based classes. The results from this were so successful we are running another 6 weeks with the possibility of 2 classes taking place as the demand is increasing. The class aims towards muscle toning, weight loss and general fitness increase. Weigh ins and diet plans are also included in this service.

Bootcamps.

We ran our annual Summer and post summer bootcamps with the numbers at these classes still on the increase every year.

Bleep Test

We held a Bleep test in September which was open to all our customers who wished to take part. They participated in the original test and have now been given 4 weeks to follow a programme set up to increase their cardio and running and will take part in another bleep test aimed to record their improvement and better their result over the last period.

Gymnastics.

We used the online booking system for the first time in our latest 7-week session. There were 6 classes altogether to be filled and this was completed and filled in the space of 10 minutes with customers able to book either through online registration or queuing in the centre to sign up when it went “live” at 7pm. This was a very successful first attempt with generally good positive feedback.

Outdoor Pitches

Most slots had been booked due to the better summer weather and our 11 a side Soccer pitches have started again for the new incoming season.

Clubs at Maghera Leisure Centre

- Ju Jitsu Mon – 7pm – 9.30pm & Sat 10am – 1pm.
- Leo Maguire Taekwondo Club, Main Hall Thursdays 5pm – 6
- Karate Friday night.
- Floral Art.
- Womens Institute.
- Gardening Group.
- Club Oige Luraigh.
- Derry GAA Special Needs football every Friday night

Tobermore Golf Centre

July

- Junior Coaching club. These junior coaching sessions focus on improving the young golfers’ technical skills, preparing them for the next incoming golfing season. These were held every Saturday with 3 different classes running.

- We also had Friday club for Juniors held every week.
- Summer Golf camps were organised at different stages throughout the month.
- Beginners course for 6 weeks
- Killymoon Juniors and Kilrea Ladies were also out for coaching and availing of the facility
- Standard lessons and Trackman lessons

August

- Beginners Course
- Friday Club
- Junior Coaching Saturday
- Summer Camps
- Standard lessons and Trackman lessons

September

- Improvers Course 6 weeks
- Junior Coaching Saturday
- Friday Club
- Fairhill Youth Club
- Standard lessons and Trackman lessons





Meadowbank Sports Arena

Meadowbank Sports Arena has had the usual seasonal change in usage pattern within the facility. The Summer Scheme and various Summer Camps have increased the daily usage over the summer months. The change of timing of the Summer Scheme to include an afternoon session as well as a morning session this year has also increased the numbers of kids attending.

The Magherafelt Sky Blues Youth Programme has also increased the use of the 3G pitch over August and September with the 2006 squad up to the 2012 squad using the pitches on a nightly basis from Monday – Thursday with matches on a Saturday. Below is a list of the daily activities over July – September:

Mondays

Sky Blues 2011's – Maxi Pitch 6 - 7pm
 Sky Blues 2007's & 2010's – 3G 7 – 8pm
 Tafelta Running Club – Track 7.30 – 8.30pm
 Jeet Kune Do – Café 7 – 8.30pm
 Sperrin Athletic F.C. – 3G 8 – 9pm



Tuesdays

Sky Blues 2008 - 3G Soccer 7 – 8pm
 Sky Blues 2010 – Maxi Pitch 7-8pm
 Mid Ulster Athletic Club – Primary & Secondary Schools 7 - 9pm
 Karate Club – Café Area 7- 9pm
 Pregnancy and Pre-Natal – Pavilion 7 – 8.30pm
 Rainey Old Boys – 3G Rugby 7 – 9pm

Wednesdays

Dwayne Nelson Goalkeeping Academy – 3G Pitch 6 - 8pm
 Sky Blues 2011 – Maxi Pitch 7 – 8pm
 Sky Blues 2009 – 3G Pitch 7 – 8pm
 Sky Blues 2007 & 2010 – 3G 7 – 8pm
 Sky Blues 2012 - Mini Pitches – 7 – 8pm
 Acorns AC Training – Track 7.30 – 8.30pm



Magherafelt Marvels - Maxi Pitch 7 – 8pm
 Rainey Ladies Hockey Maxi Pitches 8 – 10pm
 Sperrin Athletic – 3G 8 – 9pm
 Sky Blues Seniors – 3G – 8 – 9pm
 Rainey Youth Rugby 3G Rugby 8 – 10pm

Thursdays

Sky Blues 2006 – 3G 6 – 7pm
 St Colmcille Girl Guides – Café Area 6.30 – 8pm
 ROB RFC Senior Training – 3G Rugby 7 – 9pm
 Sky Blues 2010 – Maxi Pitch 7 – 8pm
 Sky Blues 2008 – 3G Soccer 7 – 8pm
 Mid Ulster Athletics Club Secondary School age group – Track 7 – 9pm

Fridays

Primary Schools Hockey – Hockey Pitch 4 – 5pm
 ROB Mini Rugby – 3G Rugby 6 – 8pm
 Acorns A.C – Top Floor 6 – 7pm

Saturday

Mary Hill Ballet School – Pavilion 3.30 – 6.30pm

Special Events July – Sept 2018

- Acorns A.C Road Race Sat 21st July – 300 Runners
- Young Doves Summer Scheme Wed 25th July – 30 Kids
- Basque Students Thu 26th July – 35 Kids
- Athletics N.I. Senior Competition Sun 5th Aug – 180 Athletes
- Mid Ulster Athletics Club Star Track Mon 6th – Fri 10th Aug – 140 Kids
- Kidz Lodge Summer Scheme Fri 10th Aug – 120 Kids
- Philip McClay Church Group Sat 11th Aug – 100 Kids
- IFA Soccer Camp Mon 13th – Fri 17th Aug – 70 Kids
- Sperrin House Disability Summer Camp Mon 13th – Fri 17th Aug – 36 Kids
- Back in the Gam IFA Soccer Camp Sunday 26th Aug - 80 Kids
- Acorns A.C. Family Day Fri 31st Aug – 120 Participants
- Magherafelt Harriers Road Race Sat 1st Sept – 300 Runners
- Tafelta R.C. 10-mile Road Race Sat 15th Sept – 350 Runners
- Magherafelt Free Presbyterian Church – Party Sat 29th Sept – 200 Attended
- Sky Blues Junior Soccer Tournament Sun 30th Sept – 400 Players



Birthday Parties and Fit for Life

There were 39 Birthday Parties booked between July – Sept.
 9 Local Primary Schools have signed up again for Meadowbank's Fit for Life Programme