



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BT2 7ES within **THREE CALENDAR MONTHS** from the date of issue, otherwise the letter will be deemed to have been withdrawn.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.

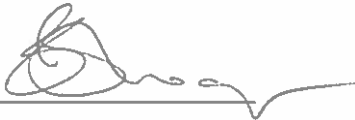
12 **AVAILABILITY**

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 NEWTOWNABBIE 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

APPENDIX 2

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

APPENDIX 2

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.

APPENDIX 2

- 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

APPENDIX 2

- 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

APPENDIX 2

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.

APPENDIX 2

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

APPENDIX 2

- 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 in 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;

APPENDIX 2

- 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

APPENDIX 2

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.

APPENDIX 2

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.

APPENDIX 2

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.

APPENDIX 2

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.

APPENDIX 2

	<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.

APPENDIX 2

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,

APPENDIX 2

	<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.

APPENDIX 2

	<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.

APPENDIX 2

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			

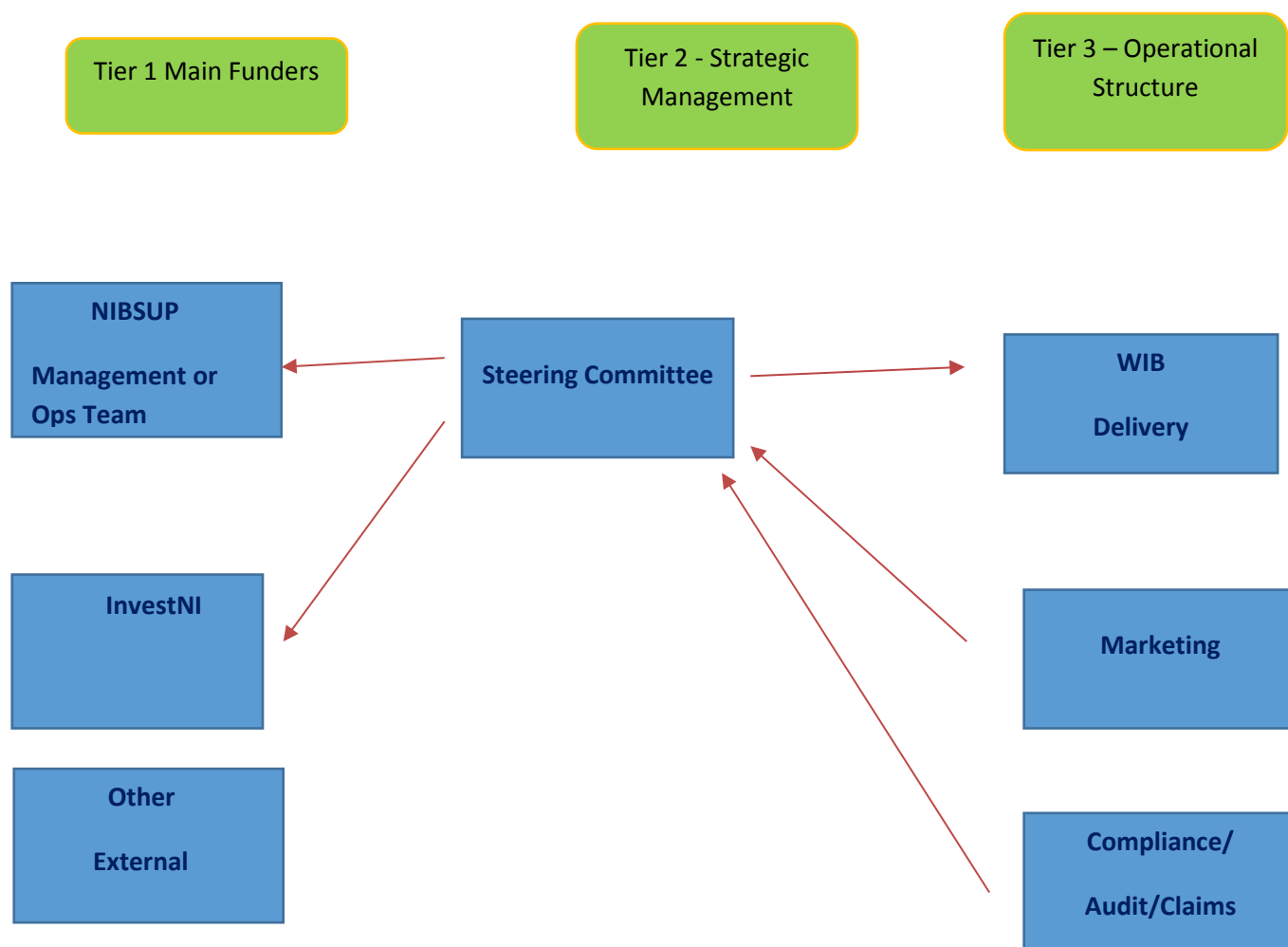
APPENDIX 2

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



APPENDIX 2

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

APPENDIX 2

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.

APPENDIX 2

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

APPENDIX 2

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

APPENDIX 2

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

APPENDIX 2

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

APPENDIX 2

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

APPENDIX 2

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