



May 2nd, 2024

Chairperson: Councillor J Lavery BEM

Vice Chairperson: Councillor T Mitchell

Aldermen: J Baird, A G Ewart MBE, M Gregg, A Grehan, M Guy and S P Porter

Councillors: P Burke, K Dickson, J Gallen, U Mackin, A Martin, C McCready, N Parker

Ex-Officio: The Right Worshipful the Mayor, Councillor A Gowan
Deputy Mayor, Councillor G McCleave

Notice Of Meeting

A meeting of the Regeneration and Growth Committee will take place on **Thursday, 2nd May 2024** at **6:00 pm** in the **Council Chamber** for the transaction of business on the undernoted agenda.

DAVID BURNS
Chief Executive
Lisburn & Castlereagh City Council

Agenda

1.0 APOLOGIES

2.0 DECLARATIONS OF MEMBERS INTERESTS

- (i) conflict of interest on any matter before the meeting (Members to confirm the specific item)
- (ii) pecuniary or non-pecuniary interest (Member to complete disclosure of interest form)

3.0 REPORT OF HEAD OF ECONOMIC DEVELOPMENT

Agenda Item Text

3.1 Enterprise Support Service – Go Succeed Collaboration & Funding Agreement

For Decision

▮ *1. NIESS Go-Succeed Collaboration-Funding Agreement.pdf* *Page 1*

▮ *Appendix 1a Schedule 8 - MOU - NIESS Go-Succeed.pdf* *Page 3*

▮ *Appendix 1b FINAL Collaboration-Funding Agreement NIESS April 2024.pdf* *Page 25*

3.2 Labour Market Partnership - Interim Funding Letter of Offer

For Decision

▮ *2. LMP Funding.pdf* *Page 131*

▮ *Appendix 2 LMP Interim Funding 24-25 - LCCC.pdf* *Page 133*

3.3 Lisburn City Centre – Wayfinding Proposals

For Decision

▮ *3. Wayfinding proposal.pdf* *Page 135*

▮ *Appendix 3 Lisburn City Centre Wayfinding Plan - Developed Concepts and Action Plan3.pdf* *Page 138*

3.4 Recent Tourism Familiarisation Trip – Interim Evaluation

For Noting

▮ *4. Familiarisation Trip V4.pdf* *Page 162*

▮ *Appendix 4 - Evaluation of Fam Trip (V2).pdf* *Page 164*

4.0 Report of Director of Regeneration & Growth

4.1 Rescheduling of June Regeneration and Growth Committee

▢ 5. Change of date for June Committee.pdf

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5.0 CONFIDENTIAL BUSINESS

5.1 Covid Recovery Small Settlements Regeneration Programme – update

For Decision

Confidential due to information relating to the financial or business affairs of any particular person (including the Council holding that information)

▢ 1. Small Settlements.pdf

Not included

▢ Appendix 1 Small Settlements project update April 2024 Fri 5.51.pdf

Not included

5.2 Lagan Navigation Trust

For Decision

Confidential due to information relating to the financial or business affairs of any particular person (including the Council holding that information), and

Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the Council or a Government Department and employees of, or office holders under, the Council

▢ 2. LNT Report.pdf

Not included

6.0 ANY OTHER BUSINESS

Committee:	Regeneration and Growth
Date:	2 May 2024
Report from:	Head of Economic Development

Item for:	Decision
Subject:	Enterprise Support Service – Go Succeed Collaboration & Funding Agreement

1.0 Background

1. In October 2023, the Regeneration & Growth Committee agreed the match funding to draw down UK Shared Prosperity Fund (UKSPF) support for Lisburn and Castlereagh businesses as part of the eleven-council consortium. The new service has been branded as 'Go Succeed' and was formally launched in November 2023.
2. As part of this collaborative 11 Council application to the UKSPF, Belfast City Council acting as Lead Council has been awarded an MoU (**see Appendix**) from the Department of Levelling Up Housing and Communities (DLUHC). The MoU will provide a contribution to support the delivery of the NIESS until 31 March 2025. Belfast City Council on behalf of the eleven partner Councils will procure services with options to extend for an additional period subject to securing additional sources of funding and approvals.

Key Issues

1. This Collaboration and Funding Agreement (**see Appendix**) sets out the detailed workings and obligations of the collaboration between the lead Council (Belfast City Council) and the other ten councils.
2. The objectives of Go Succeed are as follows:
 - To establish the most effective and efficient model for the delivery of enterprise support services across the region
 - To nurture a strong entrepreneurial culture, recognising enterprise as a viable career option and/or a route out of economic inactivity
 - To enable a vibrant and productive business base across Northern Ireland
 - To increase the proportion of 'innovation-active' businesses in NI and embed this more firmly with enterprise/ start-up agenda
 - To increase diversity and representation amongst those supported by the enterprise and innovation ecosystem
 - To provide a service that is user focused and flexible to address market needs and to support the Council's strategic ambitions aligned with The Northern Ireland Draft Programme for Government, Economy 2030, draft Green Growth Strategy for Northern Ireland, DFE's Economic Recovery Action Plan, Invest NI's forward business plans, the City/Growth deals, and inclusive growth focus of the individual Council community plans and Economic Development plans

	<p>3. Officers have reviewed the attached Collaboration and Funding Agreement with input from the Council’s solicitors.</p>	
2.0	<p><u>Recommendation</u></p> <p>It is recommended that Members consider and agree the attached Collaboration and Funding Agreement.</p>	
3.0	<p><u>Finance and Resource Implications</u></p> <p>The total small business grant allocation for Lisburn and Castlereagh from the UK Shared Prosperity Fund is £304,040 for 2023/2025.</p> <p>This forms part of the overall indicative £1.7M programme grant from the UK Shared Prosperity Fund, which in turn is match funded by the Council in the sum of £119,250 per year for the period 2023/2025.</p>	
4.0	<p><u>Equality/Good Relations and Rural Needs Impact Assessments</u></p>	
4.1	<p>Has an equality and good relations screening been carried out?</p>	<p>YES</p>
4.2	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.</p> <p>Section 75 Equality and Good Relations Screening was carried out by Belfast City Council on behalf of all eleven Councils. There are no major levels of impact and no negative impacts have been identified during the screening process. Any issues re ensuring accessibility and equal participation in business support programmes ca proposed for the programmes.</p>	
4.3	<p>Has a Rural Needs Impact Assessment (RNIA) been completed?</p>	<p>YES</p>
4.4	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.</p> <p>RNIA for Go-Succeed also completed by Belfast City Council (Lead Council)</p> <p>No key issues identified - the Go Succeed Programme will not impact differently on businesses in rural areas. Businesses which are eligible may apply for support and benefit regardless of urban or rural location.</p>	

<p>Appendices</p>	<p>Appendix 1a - Schedule 8 MOU associated with NIESS</p> <p>Appendix 1b - The Northern Ireland Enterprise Support Service (NIESS) Collaborative Agreement</p>
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MEMORANDUM OF UNDERSTANDING Between

The Secretary of State for Levelling Up, Housing and Communities

-and-

Belfast City Council

1. Purpose and Scope

- 1.1 This Memorandum of Understanding (MOU) sets out the understanding between the Secretary of State for Levelling Up, Housing and Communities (the Secretary of State) and Belfast City Council (Local Authority) regarding the administration and delivery of the **Enterprise Support Service** funded by the UK Shared Prosperity Fund (UKSPF).
- 1.2 Where a reference refers to all signatories to this MOU, they will be known as Parties.
- 1.3 This MOU will be for the period **1 April 2023** to **31 March 2025**. Agreed changes will be made only where Parties deem it necessary.
- 1.4 This MOU is not intended to create legal or binding obligations. It sets out the conditions and expectations for appropriate spend of UKSPF allocated to the **Enterprise Support Service**, and describes the understanding between the Parties for the use of funding specified in Section 3 of this agreement.

2. Background

- 2.1 The UKSPF launched on the 13 April 2022. The UKSPF Investment Plan for Northern Ireland was published on 5 December 2022 and sets out the needs and opportunities that UKSPF will address in Northern Ireland, and the selected interventions, routes to market and scale of delivery to meet these needs.
- 2.2 The Secretary of State has commissioned the Local Authority to deliver the **Enterprise Support Service** activity, forming part of the overall UKSPF investment in **Supporting Local Business**. The Secretary of State has signed-off the Local Authority's application for this funding.
- 2.3 This MOU covers the funding commitments from the Secretary of State and the delivery, financial expenditure, agreed milestones, reporting and evaluation, communications and branding expectations between the Local Authority and the steps the Secretary of State could take in the event of underperformance if required.

- 2.4 The Secretary of State has published guidance on the delivery of the UKSPF; referred to in this document as the UKSPF Additional Information for Northern Ireland. References to the UKSPF Additional Information includes any updates that may be published from time to time. The Secretary of State will notify the Local Authority of any changes to the Additional Information and, if necessary, provide guidance on how changes are to be managed.

3. Purpose of the Funding

- 3.1 The UKSPF allocation is provided to deliver outputs and outcomes in line with the Fund's objectives, as set out in the application and accompanying expenditure and deliverables spreadsheets (appended at Annexes A and B), agreed by the Secretary of State or subsequently amended by the Secretary of State under the terms of this document.
- 3.2 Funding should only be used to meet the costs of implementing the project. The Local Authority may make changes to the project if agreed by the Secretary of State. The process for making changes is set out in published guidance.
- 3.3 Details of the funding allocation, broken down into capital and revenue funding, will be confirmed in the annual funding determinations.

4. Reporting

- 4.1 The Local Authority is required to report on progress and provide assurance in line with their accountability and governance structures to the Secretary of State as set out in UKSPF Additional Information for Northern Ireland. This shall detail expenditure and demonstrate that outputs and outcomes are being met in line with the original application, or application amended under section 11 of this document. Or if not, that there is a realistic plan to address underperformance.
- 4.2 Reporting shall be supported by a statement for the relevant period and corresponding reporting and monitoring returns, signed by the Local Authority's Chief Financial Officer designated under section 1(2) of the Local Government Finance Act (Northern Ireland) 2011 ("Chief Financial Officer").
- 4.3 The Local Authority will undertake to respond to any reasonable request from the Secretary of State in a timely manner regarding the reporting in relation to the funded project.
- 4.4 A UKSPF Northern Ireland report template will be issued by the Secretary of State to the Local Authority as required.

5. Financial Arrangements

- 5.1 The funds will be issued to the Local Authority as grant payments under Section 50 of the United Kingdom Internal Market Act 2020 ('UKIM').
- 5.2 Payment of the grant will only be made after the application has been agreed and this MoU signed.
- 5.3 A Grant Determination Letter (GDL) will be provided following confirmation of the annual payment until the project ends.
- 5.4 Further to the Application and accompanying spreadsheets, the Local Authority agrees to provide the Secretary of State with the following **by 21 October 2023**:
 - 5.4.1 and prior to commencement of the grant scheme, a detailed criteria for award of grant funding to enterprises based on anticipated impact of the grant, to ensure a consistent approach across Northern Ireland. Where appropriate, this may take account of any measures to proactively target themes or cohorts;
 - 5.4.2 a baseline and targeting strategy to increase participation from groups including but not limited to young people, older people, people with disabilities, ethnic minorities. The Local Authority shall work with partners including contracted providers, the Department for the Economy and representative bodies to do that;
 - 5.4.3 a report of any mitigations or changes to service delivery required as a result of implementing the final Rural Needs Impact Assessment (currently provided in draft), the outcome of procurements or job matching exercises;
 - 5.4.4 a full explanation of how the service will achieve alignment and complementarity with the UKSPF Economic Inactivity projects, including any referral arrangements or similar.
 - 5.4.5 Confirmation by way of report by 31 March 2024 that all local council match funding for the financial year 2024/25 is secured.
 - 5.4.6 as part of regular project reporting:
 - (a) participation updates – aggregated numbers of beneficiaries attending core and optional masterclasses (whether in person or online) by council area and subject, take up of one-to-one support, specialist advice, coaching and mentoring;
 - (b) usage data for each of the service provision frameworks (A, B, and C);
 - (c) data on State aid and any Subsidy awarded by value and type.

- 5.5 Release of payments for the financial year 2024/25 is dependent on the submission of reporting returns and assurances by the Chief Financial Officer of the Local Authority to the satisfaction of the Secretary of State.
- 5.6 The Secretary of State reserves the right to reduce payments or withhold payments where there are concerns over delivery.
- 5.7 In the event of underperformance, the Secretary of State retains the right to seek recovery of any unspent grant from the Local Authority unless a credible plan is received demonstrating revised delivery to achieve expected targets. This might include requirements that set out how underspend is utilised in the next year on activities linked to the project's objectives.
- 5.8 Further to this, if the Secretary of State has concerns around future spending plans based on the experience of local delivery to date, or wider financial issues or governance affecting delivery, then the Secretary of State may amend future allocations.
- 5.9 Should recoupment be deemed necessary, the Secretary of State will issue a demand notice to the Local Authority. The Local Authority agree that they will respond to the Secretary of State in line with this notice.
- 5.10 No funding will be provided for activity after 31 March 2025. The Local Authority must have incurred all grant funding in this agreement by the end of the funding period, 31 March 2025. Underspends in the final year of the programme will need to be repaid to the Secretary of State.
- 5.11 The Local Authority accepts that it must keep project costs within the financial allocation provided by the Secretary of State's agreed annual funding determination, unless prior agreement is sought and received from the Secretary of State. This includes potential cost overruns and the underwriting of any funding contributions expected from third parties.

6 Branding and Communication

- 6.1 The Secretary of State has provided the Local Authority with guidance on the Branding and Communication associated with UKSPF projects in the Additional Information for Northern Ireland.
- 6.2 The Local Authority agrees to adhere to the guidance and any updates subsequently released by the Secretary of State on communications linked to UKSPF or wider Levelling Up funding.
- 6.3 The Local Authority will publish information regarding the delivery of the UKSPF in its area, e.g., by publishing a summary of the project activities being funded in the area as set out in the guidance.

7 Data Protection

- 7.1 The Local Authority and the Secretary of State will each comply at all times with their respective obligations under Data Protection Legislation.
- 7.2 The Parties agree that for the purposes of the Data Protection Legislation the Local Authority and Secretary of State are independent Controllers.
- 7.3 Each Party: (i) will be individually and separately responsible for its own compliance; and (ii) do not and will not process any personal data as Joint Controllers.
- 7.4 Each Party shall, with respect to its processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR (General Data Protection Regulations), and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 7.5 Information has been published on the [UK Shared Prosperity Fund: Northern Ireland privacy notice](#).

8 Evaluation

- 8.1 Monitoring and Evaluation will be carried out as set out in the UKSPF requirements published on 9 March 2023.
- 8.2. The Local Authority will support evaluation through capturing and providing relevant data and engaging with place and intervention level evaluations as stated within the UKSPF Additional Information for Northern Ireland. This will include but is not exclusive to:
 - 8.2.1. The monitoring and evaluation of progress aligned to the deliverables approved by the Secretary of State.
 - 8.2.2. Engaging with our relevant evaluation partners to collect and provide additional quantitative data as required to support, where relevant, intervention and place-specific evaluations.

9 Assurance

- 9.1. The Secretary of State has set out the approach to assurance for the UKSPF at [UKSPF Additional Information for Northern Ireland - assurance and risk](#).
- 9.2. The Local Authority is expected to have the necessary governance and assurance arrangements in place and that all legal and other statutory obligations and consents will be adhered to. The Local Authority will provide the Secretary of State with the following via UKSPF reporting:
- 9.2.1 Details of the checks that the Chief Financial Officer has taken to assure themselves that the Local Authority has in place the processes that ensure proper administration of financial affairs relating to their UKSPF allocation.
- 9.2.2 Confirmation that the Local Authority has applied management controls that:
- mitigate the risk of fraud;
 - ensure funding has been used in accordance with UK subsidy control legislation and State Aid where relevant;
 - ensure that any procurement undertaken by a Contracting Authority using UKSPF funds has complied with public procurement rules;
 - ensure compliance with its statutory obligations to promote equality of opportunity under section 75 of the Northern Ireland Act 1998 and section 149 of the Equality Act 2010; and
 - ensure that any personal data obtained in connection with UKSPF activities is handled in compliance with the Data Protection Act 2018
- 9.3 As part of the monitoring return the Local Authority will provide a summary statement of how it has:
- mitigated the risk of fraud;
 - ensured funding has been used in accordance with UK subsidy control legislation and State Aid where relevant; and
 - ensured that any procurement undertaken by a Contracting Authority using UKSPF funds has complied with public procurement rules.
- 9.4 The Local Authority will respond directly to questions addressing the local delivery of the approved project and cooperate with the Secretary of State in any inquiries regarding the delivery of the UKSPF.

10 Changes to agreed Project

- 10.1 The Secretary of State has set out the approach to project changes for the UKSPF at [Guidance on the change control process Project Adjustment Requests \(PAR\)](#).

- 10.2 To maintain control over budget, profile and the value for money of the programme, the Secretary of State requires formal approval for key changes to projects, with limited decisions on minor changes, as defined in the [Guidance on the change control process Project Adjustment Requests \(PAR\)](#), delegated to the Local Authority.
- 10.3 Minor change requests must be signed off by the Local Authority's Chief Financial Officer or equivalent to confirm that they are necessary and deliverable.
- 10.4 The Secretary of State may publish further detail on the change process and the Delivery Body undertakes to comply with any updated detail.

11 Compliance with the MOU

- 11.1 The Parties to this MOU are responsible for ensuring that they have the necessary systems and appropriate resources in place to comply fully with the requirements of this MOU.

12 Changes to the MOU

- 12.1 The arrangements in this MOU will be kept under review. Amendments to this MOU may only be made upon written agreement between the Parties.

13 Resolution of Disputes

- 13.1 The parties will attempt to settle, via consultation, any dispute that may arise as to the interpretation or application of this MOU.

Signed on Behalf of Belfast City Council as Local Authority



Name: John Walsh
Job Title: CEO, Belfast City Council
Date: 11/09/2023

Signed on Behalf of Secretary of State:



Jessica Blakely/Carmen Suarez Garcia
Directors: Levelling Up: Major Programmes
Date: 11/09/2023

ANNEX A – GRANT APPLICATION

[Grant application](#)

ANNEX B: THE FUNDED ACTIVITIES, PROJECT MILESTONES, PROJECT SPECIFIC CONDITIONS

The Funded Activities

Project Reference	Commencement Date	End Date	Grant Recipient	Project Name	Project Summary	Grant Value (£)
	1 st April 2023	31 st March 2025	Belfast City Council (on behalf of all 11 NI LAs)	The Northern Ireland Enterprise Support Service	<p>The Northern Ireland Enterprise Support Service aims to deliver a connected set of enterprise supports that enable individuals and businesses to access the relevant support services to meet their needs and the growth ambitions of their businesses.</p> <p>The scope of the services includes activity to be delivered under four elements, representing a continuum of support that will be required from pre-start support, through start-up and the growth journey thereafter. Each element may comprise of a range of projects or initiatives, each with their own area of focus and expertise to help individuals, entrepreneurs, and businesses in addition to the provision of grant funding.</p>	£17,000,000

Project Milestones

Milestone	Target Month and Year
Branding, Marketing and promotional plan agreed	July 2023
Launch of NI Entrepreneurship Support Services	August 2023
Lead Council Delivery Team established	June 2023
Implementation of Regions wide marketing campaign and support for local campaigns as required	August 2023
Launch and delivery of all service elements including grant	From 1 st September 2023- March 2025
Performance Review meetings between the lead Council project management team, local Councils and the preferred suppliers appointed to delivery contacts (monthly)	Monthly
Submit contract performance information on a monthly basis to the lead Council project management team from preferred suppliers and contractors in place to deliver 'Service Architecture'	Monthly
Submit contract performance information on a monthly basis to the lead Council project management team from preferred suppliers and contractors in place to deliver 'Service Architecture'	Monthly

Project specific conditions (also see above)

5.4.1 by 21 October 2023 -

5.4.1.1 and prior to commencement of the grant scheme, a detailed criteria for award of grant funding to enterprises based on anticipated impact of the grant, to ensure a consistent approach across Northern Ireland. Where appropriate, this may take account of any measures to proactively target themes or cohorts;

5.4.1.2 a baseline and targeting strategy to increase participation from groups including but not limited to young people, older people, people with disabilities, ethnic minorities. The Local Authority shall work with partners including contracted providers, the Department for the Economy and representative bodies to do that;

5.4.1.3 a report of any mitigations or changes to service delivery required as a result of implementing the final Rural Needs Impact Assessment (currently provided in draft), the outcome of procurements or job matching exercises;

5.4.1.4 a full explanation of how the service will achieve alignment and complementarity with the UKSPF Economic Inactivity projects, including any referral arrangements or similar.

5.4.2 Confirmation by way of report by 31 March 2024 that all local council match funding for the financial year 2024/25 is secured.

5.4.3 as part of regular project reporting:

- (a) participation updates – aggregated numbers of beneficiaries attending core and optional masterclasses (whether in person or online) by council area and subject, take up of one-to-one support, specialist advice, coaching and mentoring;
- (b) usage data for each of the service provision frameworks (A, B, and C);
- (c) data on State aid and any Subsidy awarded by value and type.

ANNEX B2: REPORTING AND PAYMENT SCHEDULE

INSTALMENT/ INSTALMENT PERIOD	TOTAL MAXIMUM GRANT SUM PAYABLE - RDEL (£)	TOTAL MAXIMUM GRANT SUM PAYABLE – CDEL (£)	ANTICIPATED PAYMENT DATE/ MILESTONE (month and year)
Year 1 2023/24			
1st	£6,500,000	£500,000	Sept 2023
2nd			
Total for Year 1	£6,500,000	£500,000	£7,000,000
Year 2 2024/2025			
1st	£9,500,000	£500,000	June 2024
2nd			
Total for Year 2	£9,500,000	£500,000	£10,000,000
Total for Grant	£16,000,000	£1,000,000	£17,000,000

ANNEX B3 – EXPENDITURE PROFILE

Funding Sources	Source / company name	Type of Match (grant, private funds, finance arrangement)	Agreed values	2023-24 Actuals or forecasts Capital - N123		2024-25 Actuals or forecasts Capital - N123		Total Capital - N123	2023-24 Actuals or forecasts Revenue - N123		2024-25 Actuals or forecasts Revenue- N123		Total Revenue - N123
				30/09/2023	30/03/2024	30/09/2024	30/03/2025		30/09/2023	30/03/2024	30/09/2024	30/03/2025	
				Period ending									
UKSPF	UKSPF	Grant UKSPF Delivery	£10,750,000.00	£275,000	£187,500	£250,000	£212,500	£925,000	£72,726	£3,927,274	£2,971,000	£2,854,000	£9,825,000
UKSPF	UKSPF	Grant UKSPF Grant	£5,000,000.00						£0	£2,000,000	£1,500,000	£1,500,000	£5,000,000
Other Funding	Grant Match Funding 30% Contribution	Match Funding	£1,350,000.00					£0		£525,000	£412,500	£412,500	£1,350,000
Antrim & Newtownabbey	Local Government	Financial Contribution	£154,694.00					£0	£37,278.84	£40,068.16	£42,540.85	£34,806.15	£154,694
Ards & North Down	Local Government	Financial Contribution	£237,842.00					£0	£55,251.84	£63,669.16	£65,406.55	£53,514.45	£237,842
Armagh City, Banbridge and Craigavon	Local Government	Financial Contribution	£351,928.00					£0	£77,899.92	£98,064.08	£96,780.20	£79,183.80	£351,928
Belfast	Local Government	Financial Contribution	£628,830.00					£0	£139,345.73	£175,069.27	£172,928.25	£141,486.75	£628,830
Causeway Coast and Glens	Local Government	Financial Contribution	£247,510.00					£0	£57,572.01	£66,182.99	£68,065.25	£55,689.75	£247,510
Derry & Strabane	Local Government	Financial Contribution	£270,714.00					£0	£59,903.24	£75,453.76	£74,446.35	£60,910.65	£270,714
Fermanagh and Omagh	Local Government	Financial Contribution	£328,724.00					£0	£72,758.01	£91,603.99	£90,399.10	£73,962.90	£328,724
Lisburn and Castlereagh	Local Government	Financial Contribution	£224,306.00					£0	£52,174.59	£59,978.41	£61,684.15	£50,468.85	£224,306
Mid & East Antrim	Local Government	Financial Contribution	£214,638.00					£0	£47,562.66	£59,756.34	£59,025.45	£48,293.55	£214,638
Mid Ulster	Local Government	Financial Contribution	£295,852.00					£0	£65,559.34	£82,366.66	£81,359.30	£66,566.70	£295,852
Newry, Mourne and Down	Local Government	Financial Contribution	£334,526.00					£0	£77,876.24	£89,386.78	£91,994.65	£75,268.35	£334,526
			Total	£275,000	£187,500	£250,000	£212,500	£925,000	£815,908	£7,353,873	£5,788,130	£5,506,652	£19,464,564
			Cumulative	£275,000	£462,500	£712,500	£925,000	£925,000	£815,908	£8,169,782	£13,957,912	£19,464,564	£19,464,564
Funding Sources	Source / company name	Type of Match (grant, private funds, finance arrangement)	Agreed values	2023-24 Actuals or forecasts Capital - N126		2024-25 Actuals or forecasts Capital - N126		Total Capital - N126	2023-24 Actuals or forecasts Revenue - N126		2024-25 Actuals or forecasts Revenue- N126		Total Revenue - N126

		Period ending		30/09/2023	30/03/2024	30/09/2024	30/03/2025		30/09/2023	30/03/2024	30/09/2024	30/03/2025	
UKSPF	UKSPF	Grant UKSPF Delivery	1,250,000		£37,500		£37,500	£75,000	£8,081	£491,919	£344,000	£331,000	£1,175,000
Other Funding	Grant Match Funding 30% Contribution	Match Funding	0	£0	£0	£0	£0	£0	£0	£0	£0	£0	£0
Belfast City	Local Government	Financial Contribution						£0					£0
Antrim and Newtownabbey	Local Government	Financial Contribution						£0					£0
Mid Ulster	Local Government	Financial Contribution						£0					£0
Ards and North Down	Local Government	Financial Contribution						£0					£0
Lisburn and Castlereagh	Local Government	Financial Contribution						£0					£0
Mid and East Antrim	Local Government	Financial Contribution						£0					£0
Fermanagh and Omagh	Local Government	Financial Contribution						£0					£0
Derry and Strabane	Local Government	Financial Contribution											
Newry Down and Mourne	Local Government	Financial Contribution											
Causeway Coast and Glens	Local Government	Financial Contribution						£0					£0
Armagh Banbridge and Craigavon	Local Government	Financial Contribution						£0					£0
			Total	£0	£37,500	£0	£37,500	£75,000	£8,081	£491,919	£344,000	£331,000	£1,175,000
			Cumulative	£0	£37,500	£37,500	£75,000	£75,000	£8,081	£500,000	£844,000	£1,175,000	£1,175,000

Expenditure Profile	Totals	
Local authority	UKSPF (£) profile TOTAL (Delivery & Grants inc Admin)	Match funding (£) TOTAL (Council Contribution & Grant Match Funding)
Antrim & Newtownabbey	£1,222,625.71	£234,194.00
Ards & North Down	£1,268,049.39	£316,865.00
Armagh City, Banbridge and Craigavon	£1,796,593.69	£511,471.00
Belfast	£2,557,662.43	£829,353.00
Causeway Coast and Glens	£1,317,014.55	£353,533.00
Derry & Strabane	£1,288,684.28	£363,237.00
Fermanagh and Omagh	£1,429,806.73	£475,247.00
Lisburn and Castlereagh	£1,382,643.30	£316,829.00
Mid & East Antrim	£1,195,302.01	£293,661.00

Mid Ulster	£1,699,226.42	£455,875.00
Newry, Mourne and Down	£1,842,391.49	£489,299.00
Totals	£17,000,000.00	£4,639,564.00

Spend Breakdown

Cost description	2023-24	2024-25	Total
Delivery (GFI* + stages)	£3,824,674.40	£6,440,684.00	£10,265,358.40
Management and Admin	£821,774.60	£1,122,432.00	£1,944,205.60
Marketing and Comms and website/portal	£1,500,000.00	£580,000.00	£2,080,000.00
Supporting Architecture and benchmarking	£498,333.00	£501,667.00	£1,000,000.00
Grants (inc admin and SME match)	£2,525,000.00	£3,825,000.00	£6,350,000.00
TOTAL	£9,169,782.00	£12,469,782.00	£21,639,564.00

* GFI extension is for the first 6 months only so only appears in 23/24

Cost Description	Value (£)	NI26	NI23
Delivery: GFI extension (6 months activity)	£743,182.40	0	£743,182.40
Delivery: Engage Element (Advice sessions, Masterclasses, Peer Support Network & Community Engagement)	£2,363,217.00	£257,314.10	£2,105,902.90
Delivery: Foundation Element (Advice sessions, Masterclasses, Peer Support Network)	£1,618,991.00	£161,899.10	£1,457,091.90

Delivery: Growth Element (Advice sessions, Masterclasses, Peer Support Network)	£5,477,868.00	£547,786.80	£4,930,081.20
Delivery: Scaling Element (Advice sessions, Masterclasses, Peer Support Network)	£62,100.00		£62,100.00
Total	£10,265,358.40	£967,000.00	£9,298,358.40
Belfast City Council - New Posts			
Programme Lead PO10	£129,950.00		£129,950.00
Category Officer PO3	£32,292.00		£32,292.00
Contracts Officer PO3	£88,335.00		£88,335.00
Contracts Officer PO3	£88,335.00		£88,335.00
Quality, Performance and Reporting Officer PO3	£88,335.00		£88,335.00
Programme Coordinator PO4	£94,729.00		£94,729.00
Performance and Compliance Lead PO6	£104,424.00		£104,424.00
Solicitor PO8	£55,132.00		£55,132.00
Category Assistant Sc5	£26,242.00		£26,242.00
Project Support Officer SO2	£75,795.00		£75,795.00
Project Support Officer SO2	£75,795.00		£75,795.00
Monitoring Officer 1 SO2	£75,795.00		£75,795.00
Monitoring Officer 2 SO2	£75,795.00		£75,795.00
Monitoring Officer 3 SO2	£75,795.00		£75,795.00
SBSA Finance SO2	£75,795.00		£75,795.00
SBSA Finance SO2	£75,795.00		£75,795.00
Belfast City Council - Existing Posts (charged per hour worked on ESS through completion of timesheets)			
Finance and Systems Manager (10%)	£13,083.00		£13,083.00
Grant Manager (10%) - Regional	£13,083.00		£13,083.00
Grants Officer (15%) - Regional	£14,756.00		£14,756.00
Business Co-Ordinator (Finance) (15%)	£14,756.00		£14,756.00
Business Co-Ordinator (Finance) (15%)	£14,756.00		£14,756.00

Derry City and Strabane District Council - Communications Posts			
Marketing Lead (PO3)	£88,335.00		£88,335.00
Marketing Officer (PO1)	£77,506.00		£77,506.00
Marketing Officer (PO1)	£77,506.00		£77,506.00
Marketing Assistant (Scale 6)	£62,228.00		£62,228.00
Office and Admin costs			
Belfast City Council Departmental and Corporate Support - approx 13% Flat Rate of Eligible Direct Staff Costs	£166,373.00		£166,373.00
Belfast City Council Accommodation - 9% Flat Rate of Eligible Direct Staff Costs	£111,450.00		£111,450.00
Derry City and Strabane District Council - 15% Flat Rate of Eligible Direct Staff Costs	£45,836.00		£45,836.00
Equipment expenditures (DCSDC)			
Laptops x 2	£1,500.00		£1,500.00
Printer	£1,600.00		£1,600.00
Mobile Phone	£1,600.00		£1,600.00
Office Furniture	£1,500.00		£1,500.00
Total	£1,944,207.00	£0.00	£1,944,207.00
Marketing and Comms - Year 1 Delivery	£1,455,000.00	£145,500.00	£1,309,500.00
Marketing and Comms - Year 2 Delivery	£580,000.00	£58,000.00	£562,500.00
Marketing and Comms - NIESS Website and Portal	£45,000.00	£4,500.00	£40,500.00
Total	£2,080,000.00	£208,000.00	£1,872,000.00
Supporting Architecture (Capital): CRM (build and annual licenses)	£500,000.00	£50,000.00	£450,000.00
Supporting Architecture : Call Handling	£250,000.00	£25,000.00	£225,000.00
Supporting Architecture : Bench Marking Tool (Year 1 cost only)	£40,000.00		£40,000.00

Supporting Architecture : Evaluation (Mid-term & Final)	£60,000.00		£60,000.00
Supporting Architecture (Technical Support)	£150,000.00		£150,000.00
Total	£1,000,000.00	£75,000.00	£925,000.00
Grants (issued to eligible businesses)	£5,850,000.00		£5,850,000.00
Grants (10% admin)			
Antrim & Newtownabbey	£28,080.00		£28,080.00
Ards & North Down	£30,850.00		£30,850.00
Armagh City, Banbridge and Craigavon	£57,513.00		£57,513.00
Belfast	£72,777.00		£72,777.00
Causeway Coast and Glens	£39,190.00		£39,190.00
Derry & Strabane	£34,843.00		£34,843.00
Fermanagh and Omagh	£53,358.00		£53,358.00
Lisburn and Castlereagh	£33,297.00		£33,297.00
Mid & East Antrim	£32,460.00		£32,460.00
Mid Ulster	£59,381.00		£59,381.00
Newry, Mourne and Down	£58,251.00		£58,251.00
Total	£6,350,000.00	0	£6,350,000.00
Total	£21,639,565.40	£1,250,000.00	£20,389,565.40

ANNEX B4 – AGREED PROJECT OUTPUTS/OUTCOMES

(see spreadsheet entitled: 'UKSPF NI template - ESS Commission Costs and Deliverables 02.08.23)

Intervention NI23	Indicator Type	Name	Target for 2023/24 Financial Year	Target for 2024/25 Financial Year	Total
NI23 - Engage	Output	Number of individuals 'reached' through a range of Community Outreach activities with entrepreneurial intentions	5400	10800	16,200
	Output	Number of potential entrepreneurs assisted	1575	3150	4,725
	Outcome	Number of new enterprises created as a result of support	547	1094	1,641
	Outcome	Jobs created as a result of support	328	656	984
NI23 - Foundation	Output	Number of (unique) potential entrepreneurs assisted	287	934	1,221
	Output	Number of entrepreneurs receiving grants	180	270	450
	Outcome	Number of new enterprises created as a result of support	146	474	620
	Outcome	Jobs created as a result of support	175	569	744
NI23 - Growth	Output	Number of 'Unique' Established entrepreneurs provided assistance to support business growth ambitions	1800	1800	3,600
	Output	Number of enterprises receiving grants (provide number)	334	502	836
	Outcome	Jobs created as a result of support	0	810	810
	Outcome	Number of businesses signposted to other supports (e.g. INI Quality Referrals)	324	324	648
	Outcome	Number of enterprises engaged in new markets	1080	1080	2,160
	Outcome	Number of new to market products	540	540	1,080
	Outcome	Number of enterprises adopting new to the firm technologies or processes (provide number)	540	540	1,080
NI23 - Scaling	Output	Number of entrepreneurs provided assistance to be scale up business	4	18	22
	Outcome	Number of businesses signposted to other supports (e.g. INI Quality Referrals)	3	16	19
	Outcome	Number of enterprises adopting new to the firm technologies or processes (provide number)	2	11	13
	Outcome	Number of enterprises engaged in new markets (provide number)	3	14	17

	Outcome	Number of enterprises with improved productivity	2	11	13
NI23 - Grant	Output	Number of enterprises receiving grants (provide number) (we will work to ensure that there is uptake of 10% social enterprises)	514	772	1,286
	Outcome	Number of enterprises engaged in new markets (provide number)	206	309	515
	Outcome	Number of enterprises with improved productivity (provide number)	206	309	515
	Outcome	Number of enterprises developing new products or services to the market	206	309	515
Intervention NI26	Indicator Type	Name	Target for 2023/24 Financial Year	Target for 2024/25 Financial Year	Total
NI26 - Engage	Output	Number of individuals 'reached' through a range of Community Outreach activities with entrepreneurial intentions	600	1200	1,800
	Output	Number of potential entrepreneurs assisted	175	350	525
	Outcome	Number of new enterprises created as a result of support	60	122	182
	Outcome	Jobs created as a result of support	36	73	109
NI26 - Foundation	Output	Number of unique potential entrepreneurs assisted	32	104	136
	Outcome	Number of new enterprises created as a result of support	16	53	69
	Outcome	Jobs created as a result of support	19	63	82
NI26 - Growth	Output	Number of (unique) entrepreneurs provided assistance	200	200	400
	Outcome	Jobs created as a result of support	0	90	90
	Outcome	Number of businesses signposted to other supports (e.g. INI Quality Referrals)	36	36	72
	Outcome	Number of new to market products	60	60	120
NI26 - Scaling	Output	Number of Established or Early Stage entrepreneurs provided assistance to be scale up business	1	2	3
	Outcome	Number of businesses signposted to other supports (e.g. INI Quality Referrals)	1	1	2
	Outcome	Number of enterprises adopting new to the firm technologies or processes	1	1	2
	Outcome	Number of enterprises engaged in new markets	1	1	2
	Outcome	Number of enterprises with improved productivity	1	1	2

ANNEX B5 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Contact	Phil Lloyd
Email address	Philip.lloyd@levellingup.gov.uk or UKSPFNI@levellingup.gov.uk

This information is correct at the date of the Memorandum of Understanding. The Secretary of State will inform you if any of the details change.

The Local Authority's main contact in connection with the Enterprise Support Service project is:

Reference	
Organisation	Belfast City Council
Name of contact	Cathy Keenan
Position in organisation	Enterprise and Business Manager
Email address	keenanc@belfastcity.gov.uk
Telephone number	02890270482
Postal address	9-21 Adelaide Street, Belfast BT2 8DJ

Please inform the Secretary of State if the Local Authority's main contact changes.

DATED: 11 SEPTEMBER 2023

COLLABORATION AGREEMENT

Between

BELFAST CITY COUNCIL

and

ANTRIM AND NEWTOWNABBEY BOROUGH COUNCIL

ARDS AND NORTH DOWN BOROUGH COUNCIL

ARMAGH CITY, BANBRIDGE AND CRAIGAVON BOROUGH COUNCIL

CAUSEWAY COAST AND GLENS BOROUGH COUNCIL

DERRY CITY AND STRABANE DISTRICT COUNCIL

FERMANAGH AND OMAGH DISTRICT COUNCIL

LISBURN AND CASTLEREAGH CITY COUNCIL

MID AND EAST ANTRIM BOROUGH COUNCIL

MID ULSTER DISTRICT COUNCIL

NEWRY, MOURNE AND DOWN DISTRICT COUNCIL

in respect of

THE NORTHERN IRELAND ENTERPRISE SUPPORT SERVICE (NIESS)

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THIS AGREEMENT is dated 11 September 2023

PARTIES

BELFAST CITY COUNCIL having its office at City Hall, Belfast, BT1 5GS, ("**BCC**" and the **Lead Council**);

ANTRIM AND NEWTOWNABBEY BOROUGH COUNCIL having its office at Mossley Mill, Newtownabbey BT36 5QA, ("**ANBC**");

ARDS AND NORTH DOWN BOROUGH COUNCIL having its office at City Hall, The Castle, Bangor BT20 4BT, ("**ANDBC**");

ARMAGH CITY, BANBRIDGE AND CRAIGAVON BOROUGH COUNCIL having its office at Council Offices, The Palace Demesne, Armagh BT60 4EL, ("**ABCBC**")

CAUSEWAY COAST AND GLENS BOROUGH COUNCIL having its office at Cloonavin, 66 Portstewart Road, Coleraine, BT52 1EY, ("**CCGBC**");

DERRY CITY AND STRABANE DISTRICT COUNCIL having its office at 98 Strand Road, Derry, BT48 7NN, ("**DCSDC**");

FERMANAGH AND OMAGH DISTRICT COUNCIL having its office at Enniskillen Townhall, 2 Townhall St, Enniskillen BT74 7BA, ("**FODC**");

LISBURN AND CASTLEREAGH CITY COUNCIL having its office at Island Civic Centre, Lagan Valley Island, Lisburn BT27 4RL, ("**LCCC**");

MID AND EAST ANTRIM BOROUGH COUNCIL having its office at 1-29 Bridge Street, Ballymena, BT43 5EJ, ("**MEABC**");

MID ULSTER DISTRICT COUNCIL having its office at Burn Road, Cookstown BT80 8DT, ("**MUDC**"); and

NEWRY, MOURNE AND DOWN DISTRICT COUNCIL having its office at Monaghan Row, Newry, BT35 8DJ, ("**NMDDC**") (each a "**Partner Council**" and together the "**Partner Councils**")

BACKGROUND

- (A) The Lead Council and the Partner Councils have assumed responsibility for the delivery of the Northern Ireland Enterprise Support Service (NIESS)
- (B) The Lead Council has entered into the Memorandum of Understanding
- (C) The Lead Council shall, on behalf of itself and the Partner Councils procure services from a third party or parties in relation to the delivery of the NIESS.
- (D) The parties to this agreement wish to establish a framework to govern their respective rights and obligations in relation to the NIESS.
- (E) This agreement sets out the terms and conditions upon which the parties have agreed that the service will be implemented.

AGREED TERMS

1. INTERPRETATION

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

Agreed Purposes: to implement the Northern Ireland Enterprise Support Service.

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

Commencement Date: has the meaning set out in clause 2.1.

Data Discloser: a party that discloses Shared Personal Data to another party.

Data Protection Legislation: (i) unless and until the UK GDPR is no longer directly applicable in the UK, the UK 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 UK GDPR or the Data Protection Act 2018.

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

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

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

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

Input: in relation to a party, the services, resources, manpower or other tangibles or intangibles that such party provides in accordance with this agreement in relation to the Project, as more particularly detailed at clause 5.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Memorandum of Understanding (MoU): means the MoU dated 11 September 2023 entered into between the Lead Council and the Department for Levelling Up, Housing and communities as appended hereto at Schedule 8.

Northern Ireland Enterprise Support Service (NIESS): means the Northern Ireland Enterprise Support Service being an 11 Council Local Government led collaborative approach to the delivery of enterprise and business growth services across the region.

Permitted Recipients: the parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement and Invest Northern Ireland.

Programme Management and Governance Structures: means the programme management and governance structures applicable to the Project as agreed between the Lead Council and the Partner Councils and more particularly described at Schedule 2 hereto.

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 Period: subject to earlier termination in accordance with this agreement, the period specified in clause 2.2.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations.

Shared Personal Data: the personal data to be shared between the parties as defined in the Data Sharing Agreement at Schedule 9.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 References to clauses are to the clauses of this agreement.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's successors and permitted assigns.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to any **party** shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax and e-mail.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.14 Any reference to a Northern Ireland legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Northern Ireland, be deemed to include a reference to that which most nearly approximates to the Northern Ireland legal term in that jurisdiction.
- 1.15 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.
- 1.16 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.
- 1.17 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.

- 1.18 Any reference to this agreement terminating shall, where the context requires, include a reference to this agreement terminating by expiry.

2. COMMENCEMENT AND DURATION

- 2.1 This agreement shall commence on the 11/09/2023, which is the date on which the Lead Council entered into the MoU attached hereto Schedule 8.
- 2.2 This agreement shall continue, unless terminated earlier in accordance with the provisions of this agreement, for a term equal to that specified in the MoU. Should the term of the MoU be extended, or any other funding become available allowing the scheme to be extended, the term of this agreement shall be extended for an equal duration to the extension of the MoU or the period covered by any new source of funding.

3. COLLABORATION AND CO-OPERATION

The parties shall co-operate in accordance with the provisions of this agreement in relation to the implementation of the Project.

4. EXISTING ARRANGEMENTS

- 4.1 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.
- 4.2 However, as the parties will be working together in relation to the Project where each party may have access to information or Intellectual Property Rights of the others, each party acknowledges that the other parties will need to protect such information and Intellectual Property Rights in accordance with clause 14 and clause 16.2(a) and clause 17.

5. THE PROJECT

- 5.1 The Project is detailed at Schedule 1 hereto.
- 5.2 Subject to the provisions of the MoU the scope of the Project may be amended in accordance with clause 27.
- 5.3 Each party shall in relation to the obligations allocated to it pursuant to this agreement:
 - (a) perform such obligations, including providing the Inputs in accordance with timeframes or milestones (if any) specified in clause 8, clause 9 or clause 10 as applicable;
 - (b) use reasonable care and skill in performing such obligations;
 - (c) comply with good industry practice;
 - (d) comply with all laws applicable to it;
 - (e) obtain and maintain consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to comply with such obligations;
 - (f) ensure that the Inputs it provides conform with descriptions and specifications (if any) set out in clauses 8 or 9; and
 - (g) if on the other parties' premises, comply with that party's health and safety and site regulations made known to it.

- 5.4 Each party shall ensure that it uses employees or agents in performing its obligations in relation to the Project who are suitably qualified and experienced.

6. AUTHORITY OF LEAD COUNCIL

- 6.1 Pursuant to the mutual obligations on the parties hereto as detailed in this agreement, each of the Partner Councils hereby appoints the Lead Council as its exclusive agent on the terms of this agreement for the purposes of implementing the Project. The Lead Council hereby accepts such appointment on those terms.
- 6.2 The Partner Councils shall not, during the continuance of this agreement, appoint any other person, firm or company as its agent in respect of the Project except with the consent of the Partner Councils, such consent not to be unreasonably withheld or delayed.
- 6.3 Subject to clause 6.4, each party agrees that the Lead Council has the right to procure, award and enter into all necessary contracts and/or Framework Agreements with third parties on behalf of itself and the Partner Councils in order to comply with the MoU and the Project and shall be entitled to represent where required that it has such right. The Lead Council shall be responsible for specifying and designing these contracts and framework agreements. The Lead Council shall be the employer under all contracts and shall act as the lead on same. The Lead Council shall procure, or has procured, the following contracts :
- (i) Engage and Foundation – Enterprise NI
 - (ii) Growth and Scaling – DCSDC and CCGBC – Deirdre Fitzpatrick and Associates
 - (iii) Growth and Scaling – BCC – Full Circle Management Solutions
 - (iv) Growth and Scaling – FODC, MUDC and ABCBC – Full Circle MS
 - (v) Growth and Scaling – ANDBC, LCCC and NMD – Full Circle MS
 - (vi) Growth and Scaling – ANBC and MEABC – Mallusk Enterprise Park
 - (vii) Telehandling Service – Like Us NE
 - (viii) Framework B Suppliers
 - (ix) Communications and Marketing contract will be procured via DCSDC – Ardmore
- 6.4 The Lead Council shall ensure that information in respect of all contracts is made available to the Partner Councils on request and as required for participation in the Programme Management and Governance Structure.

7. CONTRACTING ARRANGEMENTS

The Lead Council shall procure and enter into the Contracts set out at clause 6.3. It is anticipated that the Contracts will operate as follows:

- Framework A – The lead council shall procure and enter into a contract with each contractor. Each of the partner Councils shall enter into an SLA with the contractor appointed for their area. The SLA shall detail the Partner council's service requirements for the period covered by the SLA. Overall management of the contract shall be undertaken by the Lead Council in accordance with the terms of the contract.

The lead council will be the main point of contact for the Framework A contractor(s) on all delivery, compliance, and performance management matters including;

- Administering the contracting for / award of services under the NIESS Delivery Routes on behalf of Councils, including the contracting process for all SLAs, Annual Service Plans;
- Monitoring at a whole Programme level the quality and performance of the services delivered at a Council, Regional Area and NI level for reporting and evaluation purposes;
- Management of risks and issues associated with the operation of the Programme / Delivery Routes; and
- Effective communications and reporting on the NIESS with all 11 Councils and to all relevant partners.

Framework B -The Lead council shall procure a traditional Framework Agreement that the Partner councils shall be entitled to use to call off contracts in accordance with the terms of the Framework.

8. OBLIGATIONS OF THE LEAD COUNCIL

The Lead Council undertakes and agrees with the Partner Councils at all times during the term of this agreement:

- 8.1 To use reasonable endeavours to perform its obligations in relation to the Project in accordance with the terms of this agreement.
- 8.2 To act towards the Partner Councils conscientiously and in good faith and not to allow its interests to conflict with the duties that it owes to the Partner Councils under this agreement and the general law.
- 8.3 Except as authorised by the Partner Councils, not to act in a way which will incur any liabilities on behalf of the Partner Councils nor to pledge the credit of the Partner Councils.
- 8.4 To take part in any dispute or commence or defend any court or other dispute proceedings that arise in respect of Framework A or B. The Lead Council shall keep the Partner councils informed in respect of any such dispute or court proceedings and shall consult with the Partner Councils in respect of same, but shall retain ultimate decision making in respect of any such matter.
- 8.5 To supply to the Partner Councils all such documentation and information relating to the Project which may be requested by the Partner Councils including but not limited to such documentation and information necessary to allow the Partner Councils to comply with its obligations under this agreement.
- 8.6 To perform the following specific obligations in relation to the Project, in accordance with the following timeframes (if any) for the avoidance of doubt the costs of the lead council in carrying out these obligations are project costs:
 - (i) Establish and implement the Project Management and Governance Structures
 - (ii) Establish a shared service to manage the ongoing development and delivery of the service including to recruit and appoint the NIESS PMO and base this team at the Lead Council premises and to engage with DCSDC to deliver the marketing and communications requirement of the service
 - (iii) Procure, appoint and manage the Frameworks to support the delivery of the service subject to the terms and conditions of Frameworks A and B
 - (iv) Procure, appoint and manage a tele handling service
 - (v) Act as SRO and uphold line Management responsibilities for the PMO
 - (vi) Fulfil all contract management and governance duties as required

- (vii) Implement financial monitoring and reporting systems for the NIESS
 - (b) To enter into the Data Sharing Agreement as set out at Schedule 9
- 9. OBLIGATIONS OF THE PARTNER COUNCILS
 - 9.1 Each Partner Council undertakes and agrees with the Lead Council during the term of this agreement:
 - (a) to perform the general obligations detailed in Part 1 of Schedule 3;
 - (b) to perform the specific obligations detailed in the relevant Part of Schedule 3, in so far as such obligations relate to that specific Partner Council in accordance with the timeframes set out therein (if any).
 - (c) To enter into any documentation (including but not limited to SLAs in respect of Framework A) reasonably necessary to give effect to the Project, provided that the terms of any such documentation do not conflict with any other obligations of the Partner Councils, whether under and/or external to, this agreement; and
 - (d) Not to do anything that would cause the Lead Council to be in breach of the MoU.
 - (e) To enter into the data Sharing Agreement set out at Schedule 9
- 10. INFORMATION FLOW AND PROJECT MANAGEMENT
 - 10.1 To enable the parties to maximise the benefits of their collaboration, each party shall:
 - (a) engage as required in the Programme Management and Governance Structure;
 - (b) engage with the others in planning discussions in relation to the Project from time to time;
 - (c) keep the other parties informed about its own progress in relation to each Project; and
 - (d) facilitate regular discussions between appropriate members of its personnel and those of the other parties in relation to the Project, including in relation to:
 - i. performance and issues of concern in relation to the Project;
 - ii. new developments and resource requirements;
 - iii. compliance with deadlines; and
 - iv. such other matters as may be agreed between the parties from time to time;
 - (e) supply to the other parties such information and assistance reasonably and lawfully requested by it relating to the Project as is necessary to enable that party to perform its obligations in relation to this Agreement, and the Project generally.
- 11. PROJECT TARGETS AND OUTPUTS
 - 11.1 The Lead Council and the Partner Councils shall deliver the aggregate outputs detailed at Schedule 4.
 - 11.2 Each Partner Council will deliver the specific outputs detailed at the relevant Part of Schedule 4, and as agreed through the Annual Service Planning process.
 - 11.3 In the event that the term of the Project is extended, new targets for each Partner Council shall be agreed at that time in writing by the parties based upon the then current performance, outputs and statutory targets.

12. COSTS AND PAYMENT

- 12.1 The Lead Council shall be responsible for the management and oversight of all costs associated with the delivery of the service. This will include regular reporting to UKSPF to enable funding drawdown.
- 12.2 Each Partner Council shall be responsible for the payment of match funding contributions as detailed in the relevant Part of Schedule 5 in accordance with the proportions set out for each Partner Council in that Part together with the payment of any costs incurred by such Partner Council which are beyond the budgeted costs detailed in this agreement.
- 12.3 In the event that the Lead Council suffers or incurs a liability as a result of its role as Lead Council, each Partner Council shall be responsible for the payment of such liability in accordance with the proportions set out for each Partner Council in the relevant Part of Schedule 5 only and not otherwise. Nothing in this clause shall restrict or limit the Lead Council's general obligation at law to mitigate any such liability it may suffer or incur as a result of an event that may give rise to it. If any third party makes a claim, or notifies an intention to make a claim, against the Lead Council that may reasonably be considered likely to give rise to a liability under this clause, the Lead Council shall be deemed to have given to the relevant Partner Council sole authority to avoid, dispute, compromise or defend any such claim.
- 12.4 The Lead Council shall invoice each Partner Council in respect of its proportion of the match funding and where applicable any additional costs in accordance with clauses 11.2 and 11.3 as and when necessary, but at a minimum, at the end of every six months for the term of the Project Period.
- 12.5 Unless otherwise specified, sums invoiced by the Lead Council are exclusive of VAT which shall be included in invoices and payable, if applicable, in addition to the sum invoiced.
- 12.6 A party shall pay an invoice issued to it in accordance with this agreement within 30 days of the date of the invoice.
- 12.7 If a party fails to make any payment due to another party under this agreement by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Ulster Bank Limited's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

13. SET-OFF

All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

14. CONFIDENTIALITY

- 14.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its Representatives) to the other parties and any of those parties' Representatives whether before or after the date of this agreement in connection with the Project, including information which:
 - (a) relates to the existence and terms of this agreement;
 - (b) would be regarded as confidential by a reasonable business person, relating to:

- (i) the business, assets, affairs, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
 - (c) is developed by the parties in the course of carrying out this agreement and the Project.
- 14.2 The provisions of this clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause); or
 - (b) was available to the receiving party on a non-confidential basis before disclosure by a disclosing party; or
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - (d) the parties agree in writing is not confidential or may be disclosed; or
 - (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 14.3 Each party shall keep the other parties' Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this agreement in relation to the Project (**Permitted Purpose**); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
- 14.4 A party may disclose the other party's Confidential Information to its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement, and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause.
- 14.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed pursuant to the provisions of the MoU, by law (including where it is required pursuant to a valid Request for Information), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other parties as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 14.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 14.6 Subject to clauses 15 and 16, a party may disclose Confidential Information to the extent that such Confidential Information is required to be disclosed pursuant to that party's obligation to provide performance monitoring information to any other party to this agreement or to DLUHC.

- 14.7 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other parties of such disclosure.
- 14.8 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other parties, or to be implied from this agreement.
- 14.9 On termination of this agreement, or the withdrawal of a party pursuant to clause 23, unless such things are needed by it or the Lead Council to perform its obligations in relation to the Project or the MoU (and only until the end of such time), each party shall:
- (a) to the extent legally possible, return to the other parties all documents and materials (and any copies) containing, reflecting, incorporating or based on the other parties' Confidential Information;
 - (b) erase all the other parties' Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent legally possible and technically practicable); and
 - (c) certify in writing to the other parties that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other parties' Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party.
- 14.10 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 14.11 The provisions of this clause 14 shall continue to apply after termination of this agreement in accordance with clause 24.
15. ANNOUNCEMENTS
- 15.1 Subject to clause 15.2 and the provisions of the MoU, no party shall make, or permit any person to make, any public announcement, communication or circular (**announcement**) concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed) and where appropriate, UKSPF or any other relevant party. The parties shall consult together on the timing, contents and manner of release of any announcement.
- 15.2 Where an announcement is required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction, the party required to make the announcement shall promptly notify the other parties. The party concerned shall make all reasonable attempts to agree the contents of the announcement before making it.
16. FREEDOM OF INFORMATION
- 16.1 Each party shall ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the FOIA and EIRs.
- 16.2 In relation to the Project, each party shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by any other parties to enable that party to comply with its obligations under the FOIA and EIRs; and

17. INTELLECTUAL PROPERTY

- 17.1 This agreement does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by a party pursuant to the Project shall be owned by that party (**Created IPR**).
- 17.2 Each party grants to the other parties a non-exclusive, personal, royalty-free licence during the applicable Project Period to use its Created IPR in relation to a Project to the extent necessary for the other parties to carry out their obligations in relation to that Project.
- 17.3 At the end of the applicable Project Period, a party licensed to use Created IPR under clause 17.2 shall cease to use that Created IPR and shall return any physical embodiment of the Created IPR (including any copies) in its possession or control to the other parties.
- 17.4 Each party shall immediately give written notice to the other parties of any actual, threatened or suspected infringement of any party's Intellectual Property Rights (including Created IPR) used in connection with a Project of which it becomes aware.

18. ANTI-BRIBERY

- 18.1 Each party shall in relation to this agreement and the Project:
 - (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 18.1(b), and will enforce them where appropriate;
 - (d) promptly report to the other parties any request or demand for any undue financial or other advantage of any kind received by it in connection with the performance of this agreement; and
 - (e) within 6 months of the Commencement Date, and annually thereafter, certify to the other parties in writing signed by one of its officers, compliance with this clause 18 by it and all persons associated with it under clause 18.2. Each party shall provide such supporting evidence of compliance as the other parties may reasonably request.
- 18.2 Each party shall ensure that any person associated with it who is performing obligations in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on that party in this clause 18 (**Relevant Terms**). Such party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other parties for any breach by such persons of any of the Relevant Terms.

- 18.3 Breach of this clause 18 shall be deemed a material breach under clause 23.2.
- 18.4 For the purpose of this clause 18, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 18, a person associated with a party includes but is not limited to any subcontractor of that party.

19. WARRANTIES

19.1 Each party warrants that:

- (a) it has full power and authority to enter into this agreement and to carry out the actions contemplated under this agreement;
- (b) its entry into and performance under the terms of this agreement will not infringe the Intellectual Property Rights of any third party or cause it to be in breach of any obligations to a third party; and
- (c) subject to clause 14.10, so far as it is aware, all information, data and materials provided by it under this agreement will be accurate and complete in all material respects, and it is entitled to provide the same to the other without recourse to any third party;

19.2 Except as expressly provided in this agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by this agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into this agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by this agreement.

20. INDEMNITY

20.1 Subject to fulfilment by the Lead Council of its obligations under this agreement, the Partner Councils shall on a several basis, indemnify the Lead Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Lead Council arising out of or in connection with:

- (a) the breach of the UK Data Protection Legislation by the indemnifying party; or data breach in respect of the CRM system will be responsibility of BCC. Any technical issues or management of the CRM system which leads to a breach will be the responsibility of BCC except where such breach is due to the negligence of the partner council.
- (b) the breach of this agreement or causing the Lead Council to be in breach of the MoU by the indemnifying party,
except in either case to the extent that the liability arises as a direct result of the action or omission of the Lead Council their employees agents or contractors.

20.2 If a payment due from the indemnifying party under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the indemnified party shall be entitled to receive from the indemnifying party such amounts as shall ensure that the net receipt, after tax, to the indemnified party in respect of the payment is the same as it would have been were the payment not subject to tax.

20.3 Nothing in this clause shall restrict or limit the indemnified party's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

21. INSURANCE

During the term of this agreement, each party shall maintain in force, with a reputable insurance company, such insurance as may be required pursuant to the MoU and shall, on the request of the Lead Council, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

22. LIMITATION AND EXCLUSION OF LIABILITY

22.1 Nothing in this agreement shall limit or exclude a party's liability:

- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- (b) for fraud or fraudulent misrepresentation;
- (c) for breach of any obligation as to title or quiet possession implied by statute;
- (d) for any other act, omission, or liability which may not be limited or excluded by law; or
- (e) under the indemnity in clause 20.

22.2 Subject to clause 22.1, no party shall have any liability to the other parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the agreement.

22.3 The parties expressly agree that if any limitation or provision contained or expressly referred to in this clause 22 is held to be invalid under any applicable statute or rule of law, it shall, to that extent, be deemed omitted in accordance with clause 29.

23. TERMINATION OF AGREEMENT

23.1 Without affecting any other right or remedy available to it, any party may terminate this agreement, as far as it relates to that Party, with immediate effect by giving written notice to the other parties:

- (a) if any party fails to pay any amount due to the terminating party under this agreement on the due date for payment and remains in default not less than 20 Business Days after being notified in writing to make such payment;
- (b) if any party commits a material breach of any other term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
- (c) if any party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- (d) if any other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (e) if a creditor or encumbrancer of any other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part

of such other party's assets and such attachment or process is not discharged within 14 days;

- (f) if any event occurs, or proceeding is taken, with respect to any other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 23.1(d) to clause 23.1(e) (inclusive);
- (g) if any other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (h) if any warranty given by any other party in clause 19 of this agreement is found to be untrue or misleading in accordance with clause 5.

23.2 For the purposes of clause 23.1(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:

- (a) a substantial portion of this agreement; or
- (b) any of the obligations set out in clause 7 or clause 8, over any 6-month period during the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

23.2 This Agreement shall terminate on the termination of the MoU or termination of any alternative source of funding for the Project in accordance with clause 2 (for the avoidance of doubt including any agreed extensions to the period of the MoU).

24. CONSEQUENCES OF WITHDRAWAL AND TERMINATION

24.1 On termination of this agreement in respect of any party, the following clauses shall continue in force:

- (a) Clause 1 (Interpretation);
- (b) Clause 12 (Costs and payment);
- (c) Clause 13 (Set-off);
- (d) Clause 14 (Confidentiality) (subject to clause 14.11);
- (e) Clause 8.7 and 9.1.(e) and (Data protection);
- (f) Clause 17 (Intellectual property);
- (g) Clause 19.1(a) and clause 19.2 (Warranties);
- (h) Clause 20 (Indemnity);
- (i) Clause 21 (Insurance);
- (j) Clause 22 (Limitation and exclusion of liability);
- (k) Clause 24 (Consequences of termination);
- (l) Clause 25 (Force majeure);
- (m) Clause 28 (Notices);
- (n) Clause 29 (Severance);
- (o) Clause 30 (No partnership or agency);
- (p) Clause 31 (Rights and remedies);
- (q) Clause 32 (Inadequacy of damages);

- (r) Clause 33 (Waiver);
 - (s) Clause 35 (Third party rights);
 - (t) Clause 38 (Entire agreement);
 - (u) Clause 39 (Mediation);
 - (v) Clause 40 (Governing law); and
 - (w) Clause 41 (Jurisdiction).
- 24.2 Termination of this agreement in respect of any party shall not affect any rights, remedies, obligations or liabilities that the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 24.3 Subject to the provisions of clause 23 and the MoU, on the termination of this agreement in respect of any party, the Project then in force at the date of such termination shall continue in full force and effect for the remainder of the applicable Project Period, unless otherwise earlier terminated in accordance with the provisions of this agreement. In the event of the termination of this agreement in respect of any party, the agreement shall remain in full force and effect amongst the remaining parties.
- 24.4 On termination of this agreement, either in whole or in respect of any party, unless such things are needed by it to perform its obligations in relation to the Project (and only until the end of such time) or as required by the Lead Council to perform its obligations in accordance with the MoU, each party and/or the terminating party shall as soon as reasonably practicable after termination of this agreement in respect of it:
- (a) return or destroy (as directed by any other party) any documents, handbooks, or other information or data provided to it by any other party for the purposes of this agreement. If reasonably required by such other party, it shall provide written evidence (in the form of a letter signed by it no later than 60 days after termination of this agreement) that these have been destroyed and that it has not retained any copies of them; and
 - (b) return all of any other parties' equipment and materials, failing which, such other party may enter the relevant premises on notice to the terminating party and take possession of them. Until these are returned or repossessed, that party shall be solely responsible for their safe-keeping.
 - (c) Should this Agreement be terminated in relation to the Lead Council, the remaining Partner councils shall, within 14 days of that termination agree one of the remaining Partner councils to act as Lead council, and the Lead council shall execute all documents required to enable that council to act as Lead Council.
25. **FORCE MAJEURE**
- No party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including without limitation acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic

relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); non-performance by suppliers or subcontractors; interruption or failure of utility service; or delay in performing or failure to perform due to any epidemic or pandemic. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 8 weeks, any party not affected may terminate this agreement in respect of that party by giving 30 days' written notice to the affected party.

26. ASSIGNMENT AND OTHER DEALINGS

No party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed).

27. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives) and approved in accordance with the provisions of the MoU.

28. NOTICES

28.1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address given in this agreement or as otherwise notified in writing to other parties.

28.2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time:

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class recorded delivery post or other next working day delivery service providing proof of postage.	9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

28.3 For the purpose of clause 28.2 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

28.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28.5 A notice given under this agreement is not valid if sent by e-mail or fax.

29. SEVERANCE

29.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

29.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

30. PARTNERSHIP AND AGENCY

30.1 Except as expressly provided in this agreement, nothing in this agreement is intended to, or shall be deemed to, establish any partnership between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

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

31. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

32. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that a party (**first party**) may have, each other party (**other party**) acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the first party. Accordingly, the first party shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this agreement.

33. WAIVER

33.1 A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

33.2 A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

34. COUNTERPARTS

34.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

34.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (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.

34.3 No counterpart shall be effective until each party has executed at least one counterpart.

35. THIRD PARTY RIGHTS

35.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

35.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

36. FURTHER ASSURANCE

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

37. COSTS

Each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of this agreement.

38. ENTIRE AGREEMENT

38.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

38.2 Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall have any claim for innocent or negligent misrepresentation based on any statement in this agreement.

39. MEDIATION

39.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it by referring the dispute in the first instance to a senior manager in each of the organisations.

39.2 Should the senior managers not be able to settle the dispute within 30 days of the dispute being referred to them, either party may refer the dispute to mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other parties to the dispute requesting a mediation. A copy of the request should be sent to CEDR at 70 Fleet Street, London, EC4Y 1EU.

39.3 The mediation will start not later than 20 days after the date of the ADR notice.

39.4 Should the Parties be unable to mediate the dispute within 30 days of the mediation occurring, either party may refer the dispute to the courts.

40. GOVERNING LAW

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

41. JURISDICTION

Each party irrevocably agrees that, subject to clause 39, the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

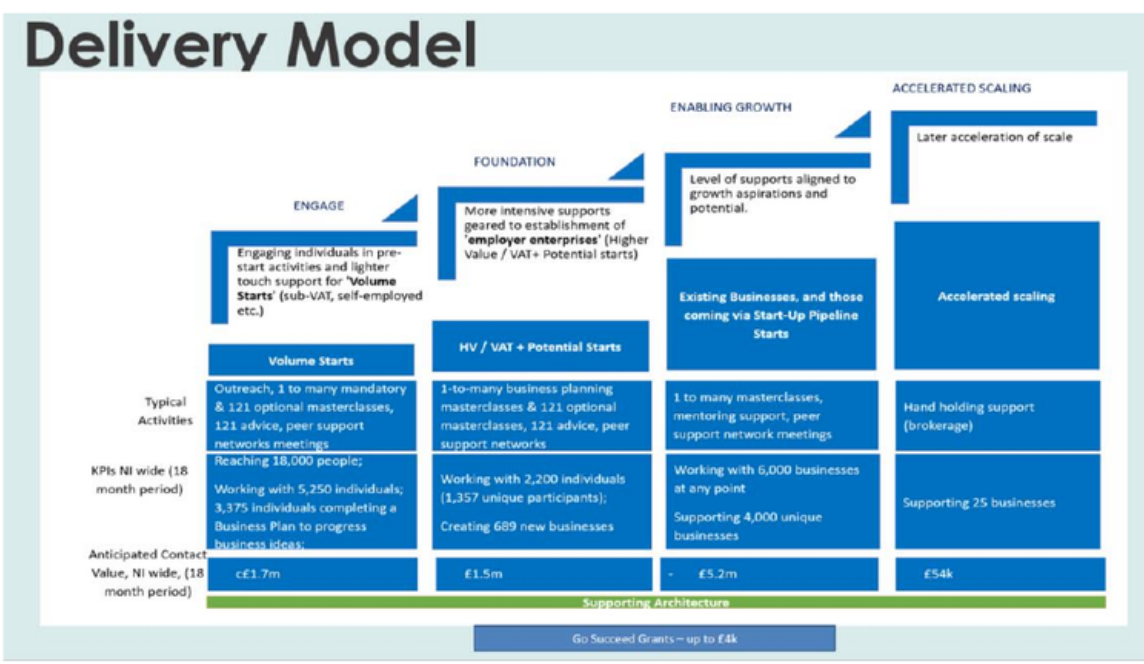
This agreement has been entered into on the date stated at the beginning of it.

List of Schedules

1. Schedule 1 - The Project
2. Schedule 2 - NIESS Governance Structure
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Schedule 1 - The Project

- A. The 11 Partner Councils to this Agreement are jointly delivering the Northern Ireland Enterprise Support Service through a collaborative delivery model hereby referred to as NIESS. To this end the 11 Partner Councils have submitted a joint application for funding to UKSPF, which is administered and managed by the Department of Levelling Up Housing and Communities (DLUHC).
- B. As part of this collaborative 11 Council application to the UKSPF, Belfast City Council acting as Lead Council has been awarded an MoU from DLUHC. The MoU from will provide a contribution to support the delivery of the NIESS until 31 March 2025. Belfast City Council on behalf of the 11 Partner Councils will procure services with options to extend for an additional period subject to securing additional sources of funding and approvals.
- C. The Lead Council requires that all remaining 10 Councils enter into an agreement with the Lead Council for the purposes of this Project.
- D. The objectives of the NIESS are as follows;
- To establish the most effective and efficient model for the delivery enterprise support services across the region
 - To nurture a strong entrepreneurial culture, recognising enterprise as a viable career option and/or a route out of economic inactivity;
 - To enable a vibrant and productive business base across Northern Ireland;
 - To increase the proportion of 'innovation-active' businesses in NI and embed this more firmly with enterprise/ start-up agenda;
 - To increase diversity the representation amongst those supported by the enterprise and innovation ecosystem;
 - To provide a service that is user focused and flexible to address market needs and
 - To support the Council's strategic ambitions aligned with The Northern Ireland Draft Programme for Government, 10x Economy – Northern Ireland's Decade of Innovation, Economy 2030, draft Green Growth Strategy for Northern Ireland, DFE's Economic Recovery Action Plan, Invest NI's forward business plans, the City/Growth deals, and inclusive growth focus of the individual Council community plans and Economic Development plans.
- E. Structure of NIESS
- This is an 11-Council collaborative project.
 - The service (as funded by DLUHC under the Shared Prosperity Fund) will operate until 31 March 2025. Subject to further funding, Council partners may decide to extend the service.
 - The service delivery elements are outlined below;



- The delivery of each of the elements will be supported by supporting architecture, including a significant marketing campaign, tele handling service and CRM system.

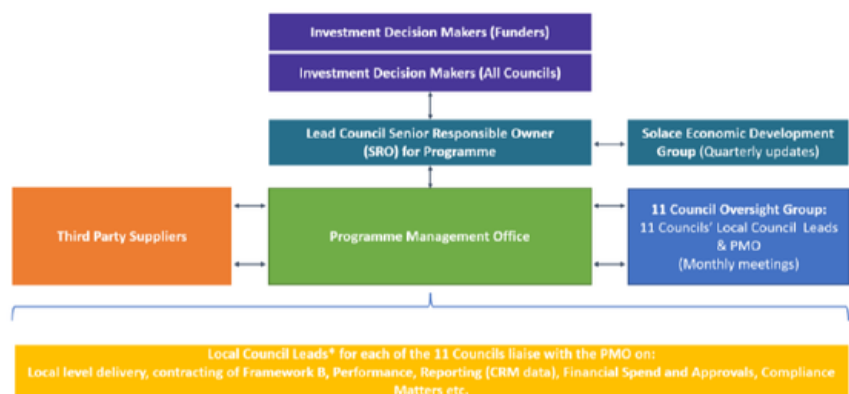
F. The Project comprises:

- the execution of a number of public procurement exercises by the Lead Council on behalf of itself and the Partner Councils of services. This is for the procurement of services in relation to the continued operation and administration of the NIESS and a centralised tele handling Service. The procurement of website, portal, business planning tool and a Marketing and Media Campaign will be managed by DCSDC through their role in the delivery of marketing intelligence and communications function.
- a programme management office based at Belfast City Council
- a marketing team managed by Derry City and Strabane District Council.
- Development, management, and maintenance of NIESS CRM by Belfast City Council Digital Services.

Schedule 2 - NIESS Governance Structure

Programme Management & Governance for the Northern Ireland Enterprise Support Service

The NIESS governance structure as outlined below comprises a lead council SRO, quarterly reporting to Solace Economic Development Group and a council level oversight group. It is supported by a central Programme Management Office (PMO) along with local service leads across each of the 11 councils.



* Each Council is to nominate / appoint a Local Council Lead that will lead and manage the Council's interactions with the PMO and with Suppliers.

Lead Council Delivery Team

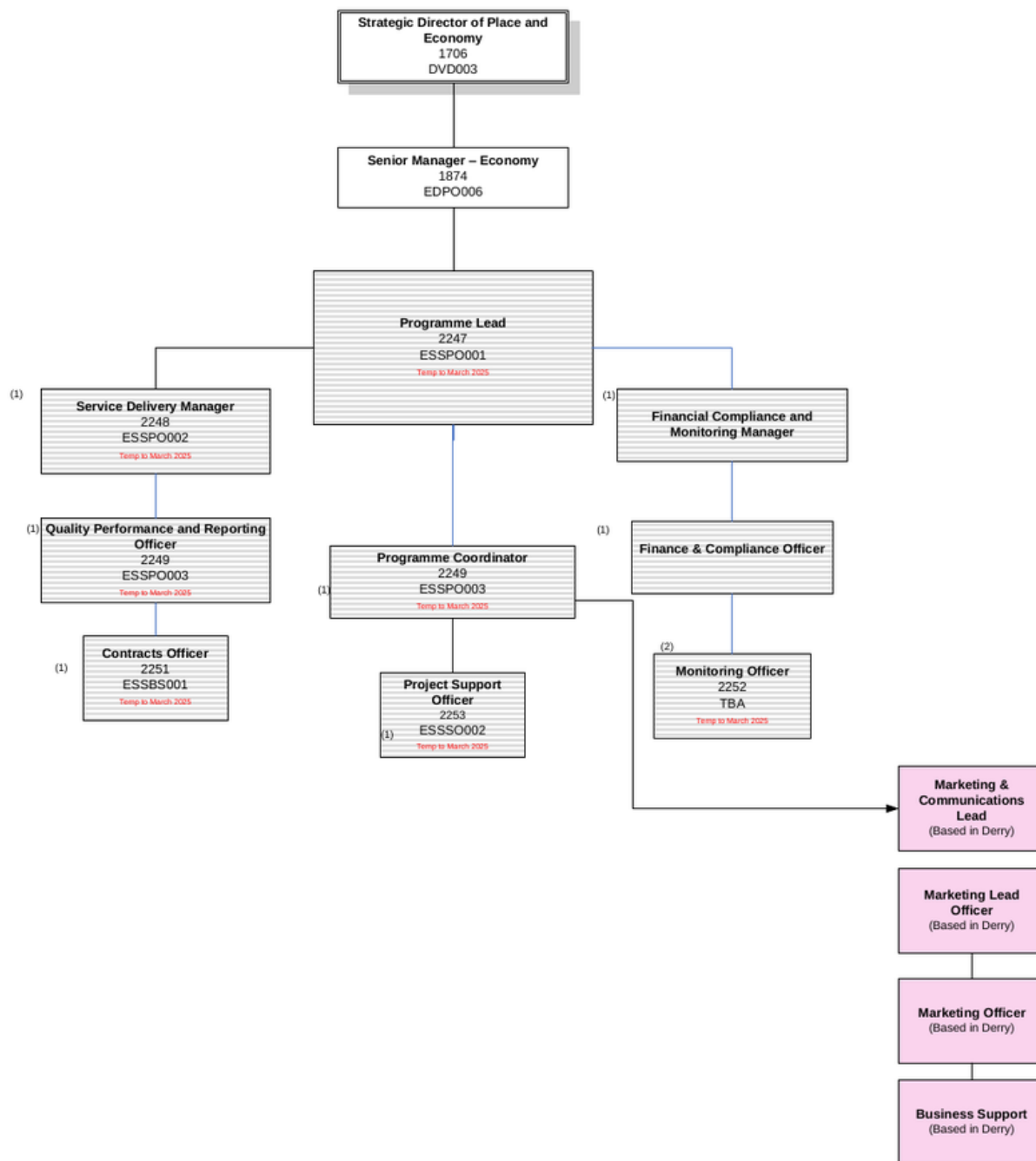
The Lead Council through the is responsible, on behalf of all 11 Councils, for leading ongoing development of the future strategy (including funding strategy) for the Northern Ireland enterprise support service across Northern Ireland, for stakeholder engagement (including funder engagement) in respect of this strategy, and for the central co-ordination, management and administration of the marketing, contracting, monitoring and reporting for the delivery of the service on behalf of the 11 Councils.

This means, on behalf of the 11 Councils:

- Leading the ongoing development of future strategy for enterprise support services across Northern Ireland and agreeing this with the 11 Councils (i.e. looking beyond current programme);
- Leading liaison with key stakeholders (including funders) in respect of the NI wide strategy / programme;
- Managing the flow of funding provided by the funders;
- Strategic, financial and reporting relationships with funders;
- At a NI wide / programme level, the lead council will establish a 'Programme Management Office (PMO)
 - NI wide marketing and communications with all Suppliers, entrepreneurs and businesses;
 - 'Contracting' (e.g. call-off contracts, purchase orders etc) with Suppliers on behalf of 11 Councils;

- Financial management, reporting and audit on behalf of 11 Councils, including evidencing the efficiency and economies of scale in use of “administrative” funding budget;
- Risk management and reporting on behalf of 11 Councils;
- Performance management, monitoring and reporting on behalf of 11 Councils;
- Programme monitoring and evaluation of programme at a NI level (i.e. across 11 Council areas);
- Effective communications and reporting with all 11 Councils;
 - Programme oversight group; and
 - Programme co-ordination group (including any “committees” or “sub-groups” required).

The following infographic provides an overview of the indicative structure of the PMO, please note this is subject to change.



The PMO is responsible for providing updates on service performance on a monthly basis to the 11-council oversight group.

Local Council Leads

Each Council is responsible for ensuring the effective delivery of the NIESS in its Council area to support the growth and development of entrepreneurs and businesses in that Council area to meet the Council’s strategic economic objectives. This means, in high level terms:

- Assessing the specific needs of its area in relation to enterprise support services;
- Setting the strategy for enterprise support within the Council area;
- Setting the specification for those support services and the budget on an ongoing basis;

- Determining how those support services should be delivered;
- Contracting for support services (where externally provided), through the Lead Council's Programme Management Office (PMO);
- Liaison with Suppliers in relation to service requirements and service provision within the Council area (including development and agreement of annual service plans, where applicable);
- Monitoring and reporting the performance of Suppliers in the delivery of services in that area;
- Monitoring, reporting and assessing the outputs and outcomes achieved in the Council area;
- Refining that Council's strategy and decisions on delivery approach / routes based on the achieved performance, outputs and outcomes in the area; and
- Managing and administering the NIESS grant programme locally to achieve the council level outputs and outcomes.

Councils remain the decision makers in relation to what is delivered, how and when in their Council area and are responsible and accountable for the entrepreneurship support service that is offered and provided within their Council area. Each council will 'contract' for services via the Lead Council, which is the owner and manager of the Frameworks.

11 Council Oversight Group

The Northern Ireland Enterprise Support Service (NIESS) 11 Council Oversight Group comes into effect on the 1 November 2023. The group will remain in place until the end of FY 2024/25 (i.e. 31 March 2025) which marks the end of the initial period of funding from the UK Shared Prosperity Fund (UKSPF).

The purpose of the 11 Council Oversight Group for the NIESS is to oversee the operational delivery and performance of all of the NIESS elements (including the enabling infrastructure elements) for the initial funded period.

The group will have an important role in informing the ongoing positioning of Councils, in the pre-enterprise, business start-up and growth arenas, consistent with their statutory responsibility for enterprise development in Northern Ireland. The oversight of the NIESS by this group will enable informed insight into the contribution of placed based approaches and sub-regional economies in the delivery of the Entrepreneurship Strategy for NI and the 10X Economic Vision. This aspect of the role of the group will also extend into the identification and progression of funding and resource support for the NIESS post March 2025.

Each Council will input into the work of the group, informed by ongoing review and market intelligence from NIESS delivery in their own Council area. Annual Service Plans (ASPs) are in place for the delivery of NIESS support elements, locally and sub-regionally, which sit within an overall core reference framework for the delivery of the service.

The 11 Council Oversight Group will report quarterly to the SOLACE Economic Development Group¹ in respect of their strategic oversight of the service. The group will also report twice a year to the SOLACE CEO grouping.

¹ This SOLACE EDG group will have different representatives from each Council acting in a strategic oversight and assurance capacity, as distinct from the Council representation on the 11 Council Oversight Group who will be acting in an operational oversight capacity.

11 Council Oversight Group	
Role/ Remit	<ul style="list-style-type: none"> The purpose of this group is to oversee the operational delivery and performance of all of the NIESS elements (including the enabling infrastructure elements) for the initial funded period. This group is committed to collaborative working in support of the continued economic growth of the region.
How will this group be set up and function	<ul style="list-style-type: none"> This group will be chaired by the NIESS Service Lead, with the BCC-based Project Management Office (PMO) team supporting that individual with co-ordination of inputs from each Council representative for each meeting. The Chair 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"> Senior Economic Development staff across the 11 Partner Councils To ensure management consistency it is important that a dedicated nominated rep is stated from each Council i.e The Local Council Lead
Who do they communicate to?	<ul style="list-style-type: none"> Solace Economic Development Group – update on performance against targets; finance; budget issues External Third Parties Funders and Strategic partners e.g. DLUHC, DfE, INI, ITI etc
Meeting Format / Venue	<ul style="list-style-type: none"> Monthly meetings
Proposed Dates	<ul style="list-style-type: none"> Last Thursday in every month No meeting in July of each year

Solace Economic Development Group (SEDG)

Comprising director level representation from each of the 11 partners Councils (as nominated by their Chief Executive), the PMO will provide quarterly updates to the SEDG to ensure that the NIESS remains aligned to the vision of inclusive economic growth and to the ambitions of each individual Council. Matters of material concern or impacting on resources will be progressed to SOLACE for consideration and approval.

Solace Economic Development Group	
Role/ Remit	<ul style="list-style-type: none"> • Management and guidance to support the delivery and strategic direction of the NIESS • Review and analysis of programme and area-level/target group level KPI information and recommendations to SOLACE • Oversight of service performance • Ensuring allocation of council-level resources to support service delivery in line with MoU commitments
How will this group be set up and function	<ul style="list-style-type: none"> • This group is already in operation and will receive updates on the NIESS on a quarterly basis
Who is involved	<ul style="list-style-type: none"> • Directors of economic development across the 11 partner councils as appointed through SOLACE
Who do they communicate to?	<ul style="list-style-type: none"> • Council Chief Executives – update on performance and any issues for escalation.
Meeting Format / Venue	<ul style="list-style-type: none"> • Meetings already scheduled – NIESS updates to be provided quarterly
Proposed Dates	<ul style="list-style-type: none"> • Tuesday, 16 April 2024 @ 10am – 11.30am - NIESS Assurance Meeting • Tuesday, 9 July 2024 @ 2pm – 3.30pm - NIESS Assurance Meeting • Friday, 4 October 2024 @ 10am – 11.30am - NIESS Assurance Meeting • Thursday, 19 December 2024 @ 2pm – 3.30pm – NIESS Assurance Meeting

Schedule 3 - Partner Council Obligations

Part One – General Obligations

Each Partner Council shall perform the following general obligations:

- a. To act at all times in its relations with the Lead Council dutifully and in good faith.
- b. To supply to the Lead Council at such Partner Council's own expense all such documentation and information and such technical, legal, financial and other support as the Lead Council may from time to time reasonably require for the purposes of properly and efficiently discharging its duties under this agreement.
- c. To be responsible for all operating costs and expenses incurred by the Lead Council in carrying out its obligations under this agreement, such costs to be borne by the Partner Council's according to the agreed percentage proportionate allocation as allocated in Schedules 4 and 5 of this agreement. A breakdown of costs and a proposed payment schedule is included as part of this Agreement for each individual partner Council. The Lead Council will make all invoice payments, and in turn will issue a request for payment on a 6 monthly basis to Partner Councils. The first invoice will be issued upon commencement of the Project (November 2023). This includes agreement to contribute to any unforeseen costs or resources in so far as they relate to their own council area in accordance with Schedule 4, identified at a later stage which sit outside of this Agreement, but which will be required to enable the delivery of 'NIESS'. These will be known as Contingency Costs and will be agreed by the 11 Council Oversight Group.
- d. To 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 any other party, and notify it of any errors or incorrect assumptions made in any such documents so far as it is aware.
- e. Each Council must nominate / appoint a Local Service Lead that will lead and manage the Council's interactions with the Lead Council and with Suppliers in respect of the Entrepreneurship Support Service. Local Service Leads will be responsible for the delivery of the Council's responsibilities for the entrepreneurship support service, which includes:
 - Assessing the specific needs of its area in relation to enterprise support services;
 - Setting the strategy for enterprise support within the Council area;
 - Setting the specification for those support services and the budget on an ongoing basis;
 - Determining how those support services should be delivered (i.e. use of frameworks and/or Council officers);
 - Contracting for support services (where externally provided), through the Lead Council's Programme Management Office (PMO);
 - Liaison with Suppliers in relation to service requirements and service provision within the Council area (including development and agreement of annual service plans, where applicable);
 - Developing an Annual Service Plan to inform and support delivery in their locality

- Developing and delivering an approach to Community outreach within their area which achieves the local targets as outlined in Schedule 4.
 - Manage and administer the delivery of the NIESS grant programme at a local level in accordance with the operating procedures
 - Submitting quarterly reports associated with the delivery of Community Outreach Activity, NIESS Grants and Framework to the PMO to verify spend and associated activity in accordance with the operating procedures of the NIESS
 - To communicate through the NIESS PMO all updates on progression to deliver the service locally, meeting KPIs, payment schedule and approving all payments which are invoiced to BCC directly
 - Monitoring and reporting the performance of Suppliers / the Council in the delivery of services in that area;
 - Monitoring, reporting and assessing the outputs and outcomes achieved in the Council area; and
 - Refining that Council's strategy and decisions on delivery approach / routes based on the achieved performance, outputs and outcomes in the area.
 - The Local Service Lead will be responsible for the effective management and delivery the Council's responsibilities and accountabilities in respect of the Entrepreneurship Support Service.
 - The Local Service Lead will represent the Council on the Programme Oversight Group for the enterprise support service and will represent the Council on the procurement and establishment of the Frameworks.
- f. Take responsibility to ensure that they form part of the any operational sub-groups established to support service delivery.
- g. Fully participate in the overall agreed Management & Governance Structure.
- h. Support local marketing campaigns and engage with Derry City & Strabane District Council on marketing campaigns as required.
- i. Nominate users of the NIESS CRM system for their Council area.
- j. Engage with delivery team at a local level.
- l. Ensure payment of match funding is adhered to as outlined in Clause 12.
- m. Attain appropriate approvals within a timely manner from suitably authorised persons when requested by lead council.
- n. Comply with all Marketing and publicity requirements, Data protection, State Aid/UK Subsidy Control and all other preconditions and requirements from the funder as required under the terms and conditions with Belfast City Council.
- o. Engage in Service Level Agreements issued by Belfast City Council and Derry City & Strabane District Council for Framework A, and call-off contracts under Framework B, and the development of the CRM system, the telehandling service, delivery of the Marketing & Media Contract and any other contracts that may be required over the lifetime of the service.

- p. To work in collaboration and partnership within and across Geographical Areas to deliver NIESS activities.
- q. To make timely decisions on service requirements at a local level.
- r. To ensure alignment of other councils support services with the NIESS.

Part Two - Lead Council BCC Specific Obligations

Belfast City Council (BCC) acting as Lead Council is responsible, on behalf of all 11 Councils, for leading ongoing development of the future strategy (including funding strategy) for the enterprise support service across Northern Ireland, for stakeholder engagement (including funder engagement) in respect of this strategy, and for the central co-ordination, management and administration of the marketing, contracting, monitoring and reporting for the delivery of the enterprise support service on behalf of the 11 Councils.

Through this role Belfast City Council, on behalf of the 11 Councils is responsible for:

- Leading the ongoing development of future strategy for enterprise support services across Northern Ireland and agreeing this with the 11 Councils (i.e. looking beyond current programme);
- Put in place the relevant internal management structure to deliver commitments as the lead council, including allocation of an SRO who has overall responsibility for the success of the Project in addition to an appropriate team to manage the delivery of the service through the PMO as outlined below;
- Management and oversight of services associated with marketing and communications activity directly delivered through DSDC as outlined in Part 3;
- Leading liaison with key stakeholders (including funders) in respect of the NI wide strategy / programme;
- Managing the flow of funding provided by the funders;
- Strategic, financial and reporting relationships with funders;
- Hosting and providing ongoing support for the NIESS CRM system alongside the digital services team, including the services as outlined in Schedule 6;
 - o Provision of training to nominated officers
 - o Key point of contact for system related issues
- At a NI wide / programme level, on a 'Programme Management Office (PMO)':
 - o NI wide marketing and communications with all Suppliers, entrepreneurs and businesses;
 - o 'Contracting' (e.g. call-off contracts, purchase orders etc) with Suppliers on behalf of 11 Councils;
 - o Financial management, reporting and audit on behalf of 11 Councils, including evidencing the efficiency and economies of scale in use of "administrative" funding budget;
 - o Risk management and reporting on behalf of 11 Councils;
 - o Performance management, monitoring and reporting on behalf of 11 Councils;
 - o Programme monitoring and evaluation of programme at a NI level (i.e. across 11 Council areas);
 - o Effective communications and reporting with all 11 Councils; Programme oversight group; and
 - o Chairing, scheduling and managing the Programme oversight group (including any "committees" or "sub-groups" required).
 - o Developing an operating manual for the service which the partner councils shall operate in accordance with this includes guidelines for the management and administration of NIESS grants.

Part Three - DCSDC Specific Obligations (Marketing Intelligence and Communications)

Derry City & Strabane District Council (DCSDC) is responsible for proactively developing and delivering a strategy for market intelligence, marketing and communications that promotes the new service while providing market intelligence across all 11 Councils to support strategy, delivery and investment decisions and maximises the service impact in the market.

Derry City & Strabane District Council (DCSDC) shall perform the following specific obligations:

- Developing and implementing a strategy for market intelligence, marketing and communications for the service;
- Branding and marketing of the new service including regional marketing and communications;
- Managing / updating web and social media content to reflect market needs and target groups;
- Specifying, procuring and managing associated contracts (e.g. marketing, website, tele handling);
- Manage the budget for the market intelligence and communications in accordance with the MOU;
- Sourcing market intelligence, including leveraging information from the market including Suppliers;
- Provide analysis and reporting on market intelligence and marketing and communications activity to produce market led intelligence to support current and future service delivery, focus and investment;
- Engage with local council leads to develop and delivery local marketing plans;
- Recruit and manage the staff associated with the delivery of these services;
- Report directly to the Lead Council to help inform and shape the ongoing development and delivery of the Project;
- Act as the key NI Council lead with the marketing delivery partner;
- DCSDC to communicate through the NIESS PMO all updates on contract progression, meeting KPI's, payment schedule and approving all payments which are invoiced to BCC directly;
- DCSDC to prepare progress updates on the marketing and feed into the NIESS governance structures;
- Work in accordance with the operating procedures for the service.

Schedule 4 – Outputs and Outcomes

The overall **minimum** key outcome measures for the service which have been agreed by participating Councils are set out below:

ENGAGE				
Indicator Type	Name	Target for 2023/24	Target for 2024/25	Total
Output	Number of individuals 'reached' through a range of Community Outreach activities with entrepreneurial intentions	6000	12000	18000
Output	Indicative number of participants engaged across all 'Engage' activities	1750	3500	5250
Output	10% engagement / participation with participants in the social economy sector across each of the activities associated within the Engage element	175	350	525
Output	Number of potential entrepreneurs assisted to be enterprise ready through one to one advice sessions	1750	3500	5250
Output	Number of potential entrepreneurs assisted to be enterprise ready through one to many core masterclasses	1750	3500	5250
Output	Number of potential entrepreneurs assisted to be enterprise ready through one to many optional masterclasses	1750	3500	5250
Output	Number of Peer Support Networks established	55	110	165
Output	Number of people attending training sessions (provide number per stage)(NI26 Only)	112	225	337
Output	Number of business plans (templates)	1125	2250	3375
Output	Number of potential female entrepreneurs provided assistance to be enterprise ready	873	1752	2625
Outcome	Number of Jobs created as a result of support	366	727	1093
Outcome	Number of new enterprises created as a result of support	607	1216	1823
Outcome	Number of enterprises supported that progress to Foundation i.e. demonstrate potential to become employer enterprises - estimated at 25% of participants supported (based on those that complete a business plan)	281	562	843
Outcome	Businesses Surviving @75%		455	455.25
Outcome	Businesses Surviving @75%			0

FOUNDATION				
Indicator Type	Name	Target for 2023/24	Target for 2024/25	Total
Output	Number of Potential entrepreneurs provided assistance to be enterprise ready	600	1600	2200
Output	10% engagement / participation with participants in the social economy sector across each of the activities associated within the Foundation element	60	160	220
Output	Number of potential entrepreneurs assisted to be enterprise ready through one to one advice sessions	600	1600	2200
Output	Number of potential entrepreneurs assisted to be enterprise ready through one to many core masterclasses	600	1600	2200
Output	Number of potential entrepreneurs assisted to be enterprise ready through one to many optional masterclasses	600	1600	2200
Output	Number of unique potential entrepreneurs provided assistance to be business ready	319	1038	1357
Output	Number of Peer Support Networks established	11	44	55
Output	Number of entrepreneurs receiving grants (provide number)	180	270	450
Output	Number of business plans (detailed)	300	976	1276
Output	Number of potential female entrepreneurs supported	299	801	1100
Outcome	Number of Jobs created as a result of support	194	633	827
Outcome	Number of new enterprises created as a result of support	162	527	689
Outcome	Businesses Surviving @85%		319	319
Outcome	Businesses Surviving @85%			0
Outcome	Businesses Surviving @85%			0

GROWTH				
Indicator Type	Name	Target for 2023/24	Target for 2024/25	Total
Output	Number of Established entrepreneurs provided assistance to support business growth ambitions	2000	4000	6000
Output	Number of 'Unique' Established entrepreneurs provided assistance to support business growth ambitions	2000	2000	4000
Output	10% engagement / participation with businesses in the social economy sector across each of the activities associated within the Growth element	200	400	600
Output	Number of Established Entrepreneurs provided assistance to support entrepreneurial intentions through one to one mentoring sessions	2000	2000	4000
Output	Number of Established Entrepreneurs provided assistance to support entrepreneurial intentions through one to many masterclasses	2000	2000	4000
Output	Number of peer support networks established	22	55	77
Output	Number of enterprises receiving grants (provide number)	334	502	836
Outcome	Number of Jobs created as a result of support		900	900
Outcome	Number of enterprises signposted to other supports (e.g. INI Quality Referrals)	360	360	720
Outcome	Number of enterprises adopting new to the firm technologies or processes (provide number)	540	540	1080
Outcome	Number of enterprises engaged in new markets (provide number)	1080	1080	2160
Outcome	Number of new to market products	600	600	1200
Outcome	Number of enterprises with improved productivity	540	540	1080

SCALING				
Indicator Type	Name	Target for 2023/24	Target for 2024/25	Total
Output	Number of Established or Early Stage entrepreneurs provided assistance to be scale up business (provide number)	5	20	25
Outcome	Number of enterprises signposted to other supports (e.g. INI Quality Referrals)	4	17	21
Outcome	Number of enterprises adopting new to the firm technologies or processes (provide number)	3	12	15
Outcome	Number of enterprises engaged in new markets (provide number)	4	15	19
Outcome	Number of enterprises with improved productivity	3	12	15

GRANTS				
Indicator Type	Name	Target for 2023/24	Target for 2024/25	Total
Output	Number of enterprises receiving grants	514	772	1286
Output	Value of Grant distributed to Businesses	1,750,000	2,750,000	4500000
Output	Administration allowance to support delivery of grant programme	250,000	250,000	500000
Outcome	Number of enterprises engaged in new markets (provide number)	206	309	514
Outcome	Number of new to market products	206	309	514
Outcome	Number of enterprises with improved productivity (provide number)	206	309	514

Annual Targets by Council Area

Year One Community Outreach		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months
Output		438	490	412	454	1129	490	588	464	670	361	505

Year Two Community Outreach		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Output		876	979	825	907	2258	979	1175	928	1340	722	1010

Year One Engage		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months
Output	Indicative number of participants engaged across all 'Engage' activities	128	143	120	132	329	143	172	136	195	105	147
Output	10% engagement / participation with participants in the social economy sector across each of the activities associated within the Engage element	13	14	12	13	33	14	17	14	19	10	15

Year One Engage		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months
Output	50% engagement/participation with female potential entrepreneurs/led businesses through Engage activities	64	72	60	66	164	71	86	68	97	52	73
Output	Number of participants completing one-to-one advice sessions to support entrepreneurial intentions	128	143	120	132	329	143	172	136	195	105	147
Output	Number of participants provided assistance to support entrepreneurial intentions through one-to-many Core masterclasses and Optional masterclasses	128	143	120	132	329	143	172	136	195	105	147
Output	Number of Peer Support Networks established	5	5	5	5	5	5	5	5	5	5	5
Output	Number of business plans created	82	92	77	85	212	92	110	87	126	68	95
Outcome	Number of new businesses created	44	50	42	46	114	50	59	47	68	36	51
Outcome	Number of participants supported that progress to Foundation Element i.e., demonstrate potential to become employer enterprises	20	23	19	21	53	23	28	22	31	17	24

Year One Engage		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months
Outcome	Number of new Jobs created (FTE) following support through the Engage element	27	30	25	28	68	30	36	28	41	22	31

Year Two Engage		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Output	Indicative number of participants engaged across all 'Engage' activities	256	286	240	265	658	286	343	270	391	210	295
Output	10% engagement / participation with participants in the social economy sector across each of the activities associated within the Engage element	25	29	24	27	66	29	34	27	39	21	30
Output	50% engagement/participation with female potential entrepreneurs/led businesses through Engage activities	128	143	120	133	330	143	172	135	195	105	148
Output	Number of participants completing one-to-one advice sessions to support entrepreneurial intentions	256	286	240	265	658	286	343	270	391	210	295

Year Two Engage		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Output	Number of participants provided assistance to support entrepreneurial intentions through one-to-many Core masterclasses and Optional masterclasses	256	286	240	265	658	286	343	270	391	210	295
Output	Number of Peer Support Networks established	10	10	10	10	10	10	10	10	10	10	10
Output	Number of business plans created	164	184	155	170	423	184	220	174	251	135	189
Outcome	Number of new businesses created	89	99	84	92	229	99	119	94	136	73	102
Outcome	Number of participants supported that progress to Foundation Element i.e., demonstrate potential to become employer enterprises	41	46	39	42	106	46	55	43	63	34	47
Outcome	Number of new Jobs created (FTE) following support through the Engage element	53	59	50	55	137	59	71	56	82	44	61

Year One Foundation		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months
Output	Indicative number of participants engaged across all 'Foundation' activities	35	42	35	30	136	40	86	50	60	39	47

Year One Foundation		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months
Output	Number of 'unique' potential and/or Early-Stage entrepreneurs provided assistance to be business ready	19	22	19	16	72	21	46	26	32	21	25
Output	10% engagement / participation with participants in the social economy sector across each of the activities associated within the Foundation element	4	4	4	3	14	4	9	5	6	4	5
Output	50% engagement/participation with female potential entrepreneurs/led businesses through Engage activities	17	21	17	15	68	20	43	25	30	19	24
Output	Number of Potential and/or Early-Stage Entrepreneurs provided assistance to support entrepreneurial intentions through one-to-one advice sessions	35	42	35	30	136	40	86	50	60	39	47
Output	Number of Potential and/or Early-Stage Entrepreneurs provided assistance to support entrepreneurial intentions through one to many 'Core' masterclasses and 'Optional' masterclasses	35	42	35	30	136	40	86	50	60	39	47
Output	Number of Peer Support Networks established	1	1	1	1	1	1	1	1	1	1	1
Output	Number of business plans created	18	21	17	15	68	20	43	25	30	20	23

Year One Foundation		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months
Output	Number of referrals to the NIESS grants through the Foundation Element	14	13	12	10	26	11	21	12	21	19	21
Outcome	Number of new businesses created	10	11	9	8	37	11	23	13	16	11	13
Outcome	Number of new Jobs created (FTE) following support through the Foundation element	11	14	11	10	44	13	28	16	19	13	15

Year Two Foundation		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Output	Indicative number of participants engaged across all 'Foundation' activities	94	112	93	82	362	107	230	133	158	104	125
Output	Number of 'unique' potential and/or Early-Stage entrepreneurs provided assistance to be business ready	61	73	60	53	235	70	149	86	103	67	81
Output	10% engagement / participation with participants in the social economy sector across each of the activities associated within the Foundation element	9	11	9	8	36	11	23	13	16	10	12
Output	50% engagement/participation with female potential entrepreneurs/led businesses through Engage activities	47	56	47	41	181	54	115	66	79	52	63

Year Two Foundation		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Output	Number of Potential and/or Early-Stage Entrepreneurs provided assistance to support entrepreneurial intentions through one-to-one advice sessions	94	112	93	82	362	107	230	133	158	104	125
Output	Number of Potential and/or Early-Stage Entrepreneurs provided assistance to support entrepreneurial intentions through one to many 'Core' masterclasses and 'Optional' masterclasses	94	112	93	82	362	107	230	133	158	104	125
Output	Number of Peer Support Networks established	4	4	4	4	4	4	4	4	4	4	4
Output	Number of business plans created	57	68	57	50	221	65	141	81	97	63	76
Output	Number of referrals to the NIESS grants through the Foundation Element	21	19	18	15	39	17	31	18	31	29	32
Outcome	Number of new businesses created	31	37	31	27	119	35	76	44	52	34	41
Outcome	Number of new Jobs created (FTE) following support through the Foundation element	37	44	37	32	143	42	91	53	63	41	50

Year One Growth		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months
Output	Indicative number of participants engaged across all 'Growth' activities per year	140	140	120	120	380	140	220	160	220	160	200
Output	10% engagement / participation with businesses in the social economy sector across each of the activities associated within the Growth element	14	14	12	12	38	14	22	16	22	16	20
Output	Indicative number of 'unique participants' recruited per year	140	140	120	120	380	140	220	160	220	160	200
Output	Number of Established Entrepreneurs provided assistance to support entrepreneurial intentions through one-to-one mentoring sessions	140	140	120	120	380	140	220	160	220	160	200
Output	Number of Established Entrepreneurs provided assistance to support entrepreneurial intentions through attendance at one to many masterclasses	140	140	120	120	380	140	220	160	220	160	200
Output	Number of peer support networks established	2	2	2	2	2	2	2	2	2	2	2
Output	Number of referrals to the NIESS grants through the Growth Element	26	23	22	19	48	21	39	22	38	36	40

Year One Growth		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months	6 months
Outcome	Number of jobs created (FTE) following support through the Growth interventions	0	0	0	0	0	0	0	0	0	0	0
Outcome	Number of businesses signposted to other supports (e.g. INI Quality Referrals) following support through the Growth interventions	25	25	22	22	67	25	40	29	40	29	36
Outcome	Number of enterprises adopting new to the firm technologies or processes	38	38	32	32	103	38	59	43	59	43	55
Outcome	Number of enterprises engaged in new markets	76	76	65	65	205	76	119	86	119	86	107
Outcome	Number of new to market products	42	42	36	36	114	42	66	48	66	48	60
Outcome	Number of enterprises with improved productivity	38	38	32	32	103	38	59	43	59	43	55

Year Two Growth		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Output	Indicative number of participants engaged across all 'Growth' activities per year	280	280	240	240	760	280	440	320	440	320	400
Output	10% engagement / participation with businesses in the social economy sector across each of the activities associated within the Growth element	28	28	24	24	76	28	44	32	44	32	40
Output	Indicative number of 'unique participants' recruited per year	140	140	120	120	380	140	220	160	220	160	200
Output	Number of Established Entrepreneurs provided assistance to support entrepreneurial intentions through one-to-one mentoring sessions	140	140	120	120	380	140	220	160	220	160	200
Output	Number of Established Entrepreneurs provided assistance to support entrepreneurial intentions through attendance at one to many masterclasses	140	140	120	120	380	140	220	160	220	160	200
Output	Number of peer support networks established	5	5	5	5	5	5	5	5	5	5	5
Output	Number of referrals to the NIESS grants through the Growth Element	39	35	33	28	73	31	58	34	58	53	60

Year Two Growth		CCG	DCSDC	MEA	A&N	BCC	A&ND	NM&D	LCCC	ABC	FODC	MU
Indicator Type	Activities	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months	12 months
Outcome	Number of jobs created (FTE) following support through the Growth interventions	63	63	54	54	171	63	99	72	99	72	90
Outcome	Number of businesses signposted to other supports (e.g. INI Quality Referrals) following support through the Growth interventions	25	25	22	22	67	25	40	29	40	29	36
Outcome	Number of enterprises adopting new to the firm technologies or processes	38	38	32	32	103	38	59	43	59	43	55
Outcome	Number of enterprises engaged in new markets	76	76	65	65	205	76	119	86	119	86	107
Outcome	Number of new to market products	42	42	36	36	114	42	66	48	66	48	60
Outcome	Number of enterprises with improved productivity	38	38	32	32	103	38	59	43	59	43	55

Schedule 5 - Overall Project Budget & Costs

Overall Project Budget & Costs Part 1

Cost Description	Value (£)
Delivery	£10,265,358.40
Management and Admin (Salaries and overheads)	£1,944,205.60
Marketing and Comms	£2,080,000.00
Supporting Architecture (£500,000 Capital)	£1,000,000.00
Grants (inc 10% admin and SME match)	£6,350,000.00
Total	£21,639,564.00

Expenditure profile by Council Area

Local Council	UKSPF (£) profile total (Delivery & Grants inc Admin)	Match funding (£) total (Council Contribution & Grant Match Funding)
Antrim & Newtownabbey	£1,222,625.71	£234,194.00
Ards & North Down	£1,268,049.39	£316,865.00
Armagh City, Banbridge and Craigavon	£1,796,593.69	£511,471.00
Belfast	£2,557,662.43	£829,353.00
Causeway Coast and Glens	£1,317,014.55	£353,533.00
Derry & Strabane	£1,288,684.28	£363,237.00
Fermanagh and Omagh	£1,429,806.73	£475,247.00
Lisburn and Castlereagh	£1,382,643.30	£316,829.00
Mid & East Antrim	£1,195,302.01	£293,661.00
Mid Ulster	£1,699,226.42	£455,875.00
Newry, Mourne and Down	£1,842,391.49	£489,299.00
Total	£17,000,000.00	£4,639,564.00

Council match funding contributions

Year 1 Breakdown

Local Council Area	Year 1 commitment (Total)	23/24 NIESS	23/24 Go For It	Year 2 Commitment (Total)
Antrim & Newtownabbey	£77,347	£38,674	£38,674	£77,347
Ards & North Down	£118,921	£59,461	£59,461	£118,921
Armagh City, Banbridge and Craigavon	£175,964	£87,982	£87,982	£175,964
Belfast	£314,415	£157,208	£157,208	£314,415
Causeway Coast and Glens	£123,755	£61,878	£61,878	£123,755
Derry & Strabane	£135,357	£67,679	£67,679	£135,357
Fermanagh and Omagh	£164,362	£82,181	£82,181	£164,362

Lisburn and Castlereagh	£112,153	£56,077	£56,077	£112,153
Mid & East Antrim	£107,319	£53,660	£53,660	£107,319
Mid Ulster	£147,926	£73,963	£73,963	£147,926
Newry, Mourne and Down	£167,263	£83,632	£83,632	£167,263
Total	£1,644,782	£822,391	£822,391	£1,644,782

Schedule 6 - Belfast City Council Digital Services – CRM requirement

1. Introduction

1.1 Background

Under the Collaboration Agreement, BCC is required to develop a cloud hosted managed application and software development services for to support the NIESS. This Schedule provides BCC with a way of defining the CRM services (see 2. Service Details) to be provided to the User Councils and delivery partners in terms which are clear and measurable.

1.2 Purpose

The purpose of this Schedule is to clarify what services (“the Service”) BCC shall provide to the User Councils and delivery partners and the level of support that will be provided. It sets out the responsibilities of the parties, any limits on the Service and any security considerations for each party. It will also set out the cost to be paid to BCC Digital Services to support programme delivery (via the programme management office).

2. Service Details

2.1 Scope of service to be provided

This Schedule specifies the maintenance, management and administration arrangements during CRM Development, user acceptance and go Live.

The scope of the service covered by this agreement includes:

- Monthly representation by BCC Digital Services and / or PMO Representatives, as appropriate, at meetings and committees established to deliver, monitor and govern the project.

Service Description:

- CRM development;
- Managed application environment;
- Business continuity & disaster recovery;
- Security services²;
- 3rd party software and contract management

2.2 Exclusions

Excluded from this agreement are:

- Development and management of client facing interfaces such as website for NIESS;
- Development and management of the call-handling service contract for NIESS;
- Development and implementation of the marketing and communications plans for the project which will help populate the NIESS CRM.

2.3 Licensing

² For the purposes of clarity, this refers to the security architecture of the CRM environment. Security of end-user clients and are not covered.

Contractual Arrangements/Ownership:

- BCC is the owner of the copyright and absolutely entitled to the software programs known as “NIESS (MS Dynamics) System” (hereinafter referred to as “the System”)
- BCC has agreed to licence the use of the System to the User Councils in accordance with the provisions of this Schedule.
- Microsoft is the owner of the copyright and absolutely entitled to the software programs known and hereinafter referred to as Microsoft Dynamics.
- BCC holds a licence from Microsoft for the System and the NIESS system is created and hosted within BCC’s tenancy of the system.
- Title, copyright and all other proprietary rights in the system and the documentation and all parts and copies thereof shall remain vested in BCC.

2.4 Change Control Requests

Change Control Requests will be managed using the standard BCC Business Change Advisory Board (BCAB) model.

The BCAB is a group of people who are tasked with:

- Evaluating requests for changes that could affect processes and procedures aligned to the CRM system; and
- Ensuring that any proposed changes to the processes and procedures are approved before being made to the system.

The BCAB will be staffed by members of the PMO and a Digital Services Architect and will be chaired by the NIESS Project Lead as Lead Partner, for implementation.

3. Finance

The cost model upon which the NIESS CRM Project is based, is detailed in 4.4. Figures are accurate at the date of this agreement and are subject to change upon written agreement of all of the parties hereto.

3.1 Additional costs

For non-routine work BCC will provide to each User Council an accurate and clear estimate of the costs as far as is reasonably practical.

Daily rates for non-routine work is £700 per day.

Assumptions:

- Charges are applied in half-day increments
- This includes work resulting from changes approved by the BCAB (e.g., Non-standard and Emergency changes).
- Daily rate applies to standard working day (Monday to Friday 9-5pm).

The cost for additional licenses over the course of the service will be subject to Microsoft license fees. Extra licences will only be purchased following authorisation via the PMO and invoiced via the PMO.

3.2 Invoicing

All of BCC's charges for providing the Service will be invoiced in accordance with the schedule below:

The PMO will pay BCC for the provision of the Service (or for any additional costs pursuant to clause 4.3 above) on presentation of a VAT invoice. The required method of payment is by Bankers Automated Clearing System (BACS).

An overview of the total costs of the CRM system is as follows:

ACTIVITY	YEAR 1	YEAR 2
SOFTWARE DEVELOPMENT	£99,750.00	£-
TENANCY, LICENSING AND STORAGE	£84,948.84	£84,948.84
SUPPORT SLA	£37,500.00	£75,000.00
CHANGE REQUESTS	£63,000.00	£49,000.00
TOTALS	£285,198.84	£208,948.84
LIFE COST	£494,147.68	

These License costs, estimated by BCC's Digital Services, are based on Microsoft's current pricing which is subject to change at any time. The User Councils agree to be responsible for and to discharge to BCC any price increase which is notified to BCC by Microsoft.

4.1 System Availability / User Access

The NIESS CRM will be available on a 24/7 basis with target availability of 99.9%. There will need to be planned maintenance windows for both Microsoft and Digital Services updates to the system.

- There may be a requirement, due to unforeseen circumstances, for unplanned maintenance to be carried out by BCC which may have an impact on the hours of operation. Where possible, this period will be agreed in advance with the User Councils and will be notified through their representatives referred to in clause 1.1 above.

4.2 Service Times

BCC Digital Services Service Desk is the single point of contact for logging incidents and users should contact the Service Desk in the first instance for queries or issues with the Service. The Service Desk is available at the following times:

Mon – Fri: 9am – 5pm
 Weekend: Closed
 Bank Hols: Closed

4.3 Support services

Support services will be provided to:

- Delivery Agents
- User Council Officers

- Call handling centre

The system can accommodate additional users if required. However, this will incur an additional Microsoft licence fee and support costs as per 3.1.

The BCC Service Desk is accessible via:

- Telephone 028 9027 0707 or 028 90320202 ext 4444
- Email: servicedesk@belfastcity.gov.uk
- Voice mail is available out of hours.

BCC's responsibility:

- Log the User Council's call and give the User Council a log number
- Log the User Council's call in the call-management system and give the User Council a unique reference number
- Respond to the User Council's call within the agreed service levels set out below
- Provide the User Council with regular updates

User Council's responsibility:

- Timely updates of new staff, staff leaving, or staff changing roles
- Contact the BCC service desk to report a problem
- Tell the BCC service desk of any changes to the User Council's existing service

Service level:

- BCC will endeavour to respond to calls for support within four working hours of the call being logged at the BCC service desk. However, BCC's ability to respond to the call within the stipulated time frame may depend on:
- Whether BCC needs help from other organisations (for example, support to maintain hardware, software or networking) and the availability of the necessary resources.

5. Maintenance Window for software updates

During each maintenance window for software updates the Service will be unavailable to the users. Such windows will be reported to and agreed at the 11 council oversight group meetings and notification will include but not be confined to the signatories in Section 1.

The following maintenance windows apply:

Maintenance Task	Frequency	Duration
Server Maintenance	Up to 12 per year to March 2025	Normally outside operational hours (Mon to Fri 9am – 5pm)

Business Continuity & Disaster Recovery

- Disaster recovery is a feature of Microsoft Dynamics 365 (online) to recover from a planned or unplanned service interruption.
- The Microsoft Dynamics 365 (online) data centre maintains a duplicate and synchronized (alternate) copy of the NIESS data on a different server. When a failure or a disaster occurs, well-defined processes are applied by the administrators of the Microsoft Dynamics 365 (online) data centre to recover from a service interruption.

6. Exceptions**6.1 Waivers**

Where NIESS use of the CRM system is impacted by misuse by staff, contractors, users or supplied equipment, software or third-party outages, BCC shall not be liable for rectification of same.

10. Contact Points

The contact points for this Schedule are:-

Belfast City Council**Belfast City Council**

Paul Gribben	Head of Digital Services	90 320202 x4237
John-Paul McGonigle	Digital Portfolio Manager	90 320202 x4277
George McErlane	Digital Development Architect	90 320202 x4470
Paul Patterson	Digital Development Architect	90 320202 x4241

Programme Management Office

Cathy Keenan	Programme Lead	90 270482 x 3520
Siobhan Owens	Service Delivery Manager	
Keeva Murtagh	Programme Coordinator	

Schedule 7 - Derry City and Strabane District Council – Marketing and Communications Requirement

1. Introduction

1.1 Background

Within the framework of the Collaboration Agreement, DCSDC is responsible for developing and delivering effective marketing and communications strategies, ensuring the seamless promotion of NIESS. DCSDC commits to delivering a comprehensive and high-quality service in managing and executing all aspects of marketing and communication services for the NIESS.

1.2 Purpose

The purpose of this Schedule is to clarify what services (“the Service”) DCSDC shall provide to Belfast City Council PMO, the User Councils and delivery partners and the level of support that will be provided. It sets out the responsibilities of the parties and any limits on the Service. It will also set out the cost to be paid to DCSDC to enable delivery of marketing and communications services to support service delivery (via the programme management office).

2. Service Details

2.1 Scope of service to be provided

The Service requires provision of a comprehensive and quality service in respect of the management and delivery of the marketing and communication services for NIESS. This will be facilitated by the recruitment by the service provider of a dedicated marketing team along with the management of the appointed marketing and communications agency.

2.2 Dedicated Marketing Team

The marketing and communications service managed by DCSDC requires the establishment of a dedicated marketing team, comprising of a Lead Marketing Officer, two Marketing Officers, and a Marketing Assistant. Their collective responsibilities encompass, but are not limited to:

2.2.1 Lead Marketing Officer

Duties and responsibilities

1. Develop and implement marketing and communication media strategies for NIESS. Liaising with all Council oversight group and PMO on the development, implementation and evaluation of the NIESS marketing and communications strategy.
2. Manage and co-ordinate a team in areas of leadership, motivation, training, performance management and quality of service delivery to effectively deliver all operational aspects of the NIESS marketing objectives.
3. Manage and provide findings on market intelligence and strategic marketing direction throughout the duration of the programme.

4. Liaise with key suppliers in development of campaign, brand assets and strategies. Providing strategic and hands-on support across all marketing activities targeted to specific demographics and sub-regional audiences.
5. Responsible for the management and control of relevant marketing budget including budgetary planning, costing and monitoring in accordance with financial regulations and monitoring systems.
6. Ensure all key messages, aims and objectives are communicated to target audiences; consistent with brand and adheres to funders publicity guidelines.
7. Encourage and prepare regular press releases and social media posts on news items concerning the NIESS and its partners to positively promote the work of the programme.
8. Monitor trends in social media and media to make recommendations on relevant applications and emerging tools.
9. Monitoring and continuous evaluation of plans and strategies to ensure effective performance.
10. Represent all Council partners in managing marketing messages to the media.
11. Prepare and present regular market reports to NIESS Oversight Group, Council Senior Management, Council Partners, external bodies and other stakeholders as and when required.
12. Participate in and ensure compliance with all Council and service policies and procedures and operate within the highest standards of personal behaviour which reflect the core values of the organisation.
13. Ensure full compliance with Health and Safety requirements and legislation in accordance with Council's policies and procedures.
14. Comply with and actively promote the Council's policies and procedures on all aspects of equality.
15. Undertake any other duties appropriate to scale, which may be required from time to time.
16. Provide effective leadership to the relevant staff including carrying out staff appraisals and identifying training and development needs.

2.2.2 Marketing Officers

Duties and responsibilities:

1. In collaboration with Marketing Lead, develop and implement marketing and communication media strategies for NIESS. Liaising with all Council partners on the development, implementation and evaluation of the NIESS marketing and communications strategy.

2. Liaise with key suppliers in development of campaign, brand assets and strategies. Providing strategic and hands-on support across all marketing activities targeted to specific demographics and sub-regional audiences.
3. Responsible for the management and control of relevant marketing budget including budgetary planning, costing and monitoring in accordance with financial regulations and monitoring systems.
4. Ensure all key messages, aims and objectives are communicated to target audiences; consistent with brand and adheres to funders publicity guidelines.
5. Encourage and prepare regular press releases and social media posts on news items concerning the NIESS and its partners to positively promote the work of the programme.
6. Content creation for use on all digital and social media assets along with monitoring and moderate comments and messages.
7. Monitor trends in social media and make recommendations on relevant applications and emerging tools.
8. Monitoring and continuous evaluation of plans and strategies to ensure effective performance.
9. Represent all Council partners in managing marketing messages to the media.
10. Participate in and ensure compliance with all Council and service policies and procedures and operate within the highest standards of personal behaviour which reflect the core values of the organisation.
11. Ensure full compliance with Health and Safety requirements and legislation in accordance with Council's policies and procedures.
12. Comply with and actively promote the Council's policies and procedures on all aspects of equality.
13. Undertake any other duties appropriate to scale, which may be required from time to time.

2.2.3 Marketing Assistant

Duties and responsibilities

1. Assist the Marketing Lead and Marketing Officers to plan, develop, implement and manage short and medium term advertising and marketing campaigns within agreed timescales targeting specific demographics.
2. Work closely with marketing officers to assist with development of marketing plans and provide hands-on support for their marketing requirements.

3. Assist with marketing requirements for the NIESS.
4. Work closely with specialist functions within the marketing team and agencies in particular design, digital services and the communications.
5. Attend meetings to represent marketing when required, capturing actions and feeding back to the team.
6. Assist with producing accurate cost estimates for marketing plans and activity ensuring best value for money within the overall marketing budget and monitoring spend in accordance with the Council's financial regulations and departmental monitoring systems.
7. Assist with compilation, co-ordination and production of all relevant print materials including briefing of both in house and external designers and printers.
8. Assist with updating social media platforms, webpages and other digital channels.
9. Assist in liaising with external suppliers to provide a high quality of service delivery to ensure all items are scheduled and delivered on time and within budget
10. Support and deliver actions on behalf of the NIESS marketing team as and when required including the provision of an out of hours service where required.
11. Prepare and present regular reports to Marketing Lead and Marketing Officers, as and when required.
12. Participate in and ensure compliance with all Council policies and procedures and operate within the highest standards of personal behaviour which reflect the core values of the organisation.
13. Ensure full compliance with Health and Safety requirements and legislation in accordance with Council's policies and procedures.
14. Comply with and actively promote the Council's policies and procedures on all aspects of equality.
15. Undertake any other duties appropriate to scale, which may be required from time to time.

2.3 Delivery Marketing & Communications Service

The provision of marketing and communications services for the NIESS will be via a single regional contract managed by DCSDC. The Contractor will be responsible for devising and delivering a comprehensive marketing and communications plan for up to two years. The marketing plan may cover, but is not restricted to areas, such as:

- Overall account direction based on industry wide best practice, newest trends, market intelligence and a firm understanding of the NIESS service, it's clients, stakeholders and target audience.

- The development of advertising creative concepts (TV, radio, press, digital, outdoor, video).
- The development of design creative concepts (leaflets/flyers, digital assets, presentations, brand development, case studies).
- Production and design of promotional materials, advertising design and digital initiatives from initial concept to final delivery, including, print, electronic and online (including digitally compatible versions of printed materials).
- Print/production management including the sourcing of relevant suppliers along with providing a required number of supplier quotations to comply with procurement procedures.
- Distribution management including the sourcing of relevant suppliers along with providing a required number of supplier quotations.
- Media planning and buying services, along with analysis and advice on media opportunities/ trends in Northern Ireland (press, outdoor, radio, TV, digital).
- PR and Communications services along with media monitoring activity including press office services.
- Photography and videography management including the sourcing of relevant suppliers for campaign photography and videography along with providing a required number of supplier quotations to comply with the Procurement Control Limits within Procurement Guidance Note 04/12³. The Contractor will be required to manage creative photography and videography concepts to final delivery (press, outdoor, digital).
- Campaign evaluation of all advertising and promotional activities, including monitoring, reviewing and feedback on an ongoing basis along with providing advice on innovative and cost-effective options. Provision of comprehensive monthly reports on campaigns and activities.
- Ensuring all the work carried out and assets acquired will become the copyright and property of DCSDC.
- Provision of completed design projects in suitable digital format (as required by DCSDC) within two weeks of project completion, and at no extra charge.
- Provision of high-resolution images, graphics and photography files purchased on behalf of DCSDC, within two weeks of project completion, and at no extra charge to DCSDC.

³ <https://www.finance-ni.gov.uk/sites/default/files/publications/dfp/PGN-04-12-Procurement-Control-Limits.PDF>

- The Contractor should consider the current and changing circumstances in consideration of Covid-19 and include methods of delivery to ensure quality of the service and continuity whilst also adhering to the current government guidelines.
- Copywriting services – to include but not limited to social media and website content which is SEO optimised.
- Social media management – creation, implementation, listening and management of social media plans aligned to NIESS overall marketing plan.
- Promotion of the website/portal NIESS including search engine optimisation to ensure the website/portal is the go-to site for business support in Northern Ireland.
- Creation, implementation, and management of a new website on behalf of DCSDC to support the new NIESS Service.

2.4 Attend Meetings as follows

DCSDC will attend the below schedule of meetings to provide marketing updates, reports or expertise as required:

- Weekly NIESS Marketing & PMO Weekly status update.
- Weekly contractor meeting with Marketing Agency.
- Monthly oversight group meetings.
- Monthly contractor meeting with Delivery Agents.
- Monthly meeting with PMO & Marketing Manager.

2.5 Duration of Agreement

DCSDC will commence delivery of the Service July 2023 and will cease on 31st March 2025. The terms and conditions of this agreement may be extended by mutual consent of the parties. The Service User undertakes to indicate to the Service Provider, not later than 14 days before the termination of this agreement, whether it wishes to extend the duration of the agreement and the period of extension to be agreed with the Service Provider.

2.6 Licensing

Contractual Arrangements/Ownership:

All brand assets and marketing collateral will be under the ownership of DCSDC marketing team on behalf of the 11 councils represented under NIESS. Transfer of these assets will be managed and covered by DCSDC to the PMO upon ending of the service and will follow funders retention disposal requirements.

3. Finance

The Service cost to DCSDC is **£499,685.70** and the total marketing and communications expenditure is tendered to the value of **£2,080,000.00** until 31 March 2025.

3.1 Invoicing

DCSDC will invoice in accordance with the schedule below.

The PMO will remit payment to DCSDC upon receipt of a completed quarterly claim and the presentation of a VAT invoice for the provision of the service.

The required method of payment is by Bankers Automated Clearing System (BACS).

An overview of the total costs of the service is as follows:

ACTIVITY	YEAR 1	YEAR 2
Staff Costs	£ 208,391.00	£ 216,727.00
Office & Admin Costs	£ 31,258.65	£ 32,509.05
Travel	£ 2,300.00	£ 2,300.00
Equipment	£ 5,000.00	£ 1,200.00
DCSDC Service Costs	£ 246,949.65	£ 252,736.05
Marketing & Communications Budget	£1,500,000.00	£580,000.00
TOTAL	£1,746,949.65	£832,736.05

4. Contact Points

The contact points for this Schedule are:-

Derry City and Strabane District Council

Jennie Peoples	Marketing Manager (DCSDC)	077 1239 0039
Grainne Toland	Lead Marketing Officer (NIESS)	077 1223 4017

Programme Management Office (Belfast City Council)

Cathy Keenan	Programme Lead	90 270482 x 3520
Siobhan Owens	Service Delivery Manager	
Keeva Murtagh	Programme Coordinator	

Schedule 8 – Memorandum of Understanding (MoU)

Schedule 9 - Data Sharing Agreement Controller-Processor

DATA SHARING AGREEMENT- DATA CONTROLLER/DATA PROCESSOR

For the purposes of Article 28(3) of Regulation 2016/679 (the UK GDPR) and the delivery of the Northern Ireland Enterprise Support Service (NIESS) between

NIESS Project Management Office
 Belfast City Council
 Donegal Square
 City Hall
 Belfast BT1 5GS

(the data controller)

and

Antrim and Newtownabbey Borough Council
Ards and North Down Borough Council
Armagh City, Banbridge and Craigavon Borough Council
Belfast City Council
Causeway Coast and Glens Borough Council
Derry City and Strabane District Council
Fermanagh and Omagh District Council
Lisburn and Castlereagh City Council
Mid and East Antrim Borough Council
Mid Ulster District Council
Newry, Mourne and Down District Council

(the data processor)

each a 'party';

together 'the parties'

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to meet the requirements of the UK GDPR and to ensure the protection of the rights of the data subject.

Agreement Date:		1 st November 2023	
Review Date:		Annually	
Information Asset Owner (IAO):		John Greer	
Agreement drafted by:		DH	
Data Protection Officer:		Robert Corbett	
Location of signed agreement:		Economic Development, Place & Economy, Belfast City Council	
Version No:	Amendments Made	Authorisation	Date

1	Drafted DSA	Director	
2	Provided additions		

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2. Preamble

1. These Contractual Clauses (the Clauses) set out the rights and obligations of the data controller and the data processor, when processing personal data on behalf of the data controller.
2. The Clauses have been designed to ensure the parties' compliance with Article 28(3) of Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).
3. In the context of the provision of Northern Ireland Enterprise Support Service (NIESS) the data processor will process personal data on behalf of the data controller in accordance with the Clauses.
4. The Clauses shall take priority over any similar provisions contained in other agreements between the parties.
5. Four appendices are attached to the Clauses and form an integral part of the Clauses.
6. Appendix A contains details about the processing of personal data, including the purpose and nature of the processing, type of personal data, categories of data subject and duration of the processing.
7. Appendix B contains the data controller's conditions for the data processor's use of sub-processors and a list of sub-processors authorised by the data controller.
8. Appendix C contains the data controller's instructions with regards to the processing of personal data, the minimum security measures to be implemented by the data processor and how audits of the data processor and any sub-processors are to be performed.
9. Appendix D contains provisions for other activities which are not covered by the Clauses.
10. The Clauses along with appendices shall be retained in writing, including electronically, by both parties.
11. The Clauses shall not exempt the data processor from obligations to which the data processor is subject pursuant to the UK General Data Protection Regulation (the UK GDPR) or other legislation.

3. The rights and obligations of the data controller

1. The data controller is responsible for ensuring that the processing of personal data takes place in compliance with the UK GDPR (see Article 24 UK GDPR), data protection provisions and the Clauses.
2. The data controller has the right and obligation to make decisions about the purposes and means of the processing of personal data.

3. The data controller shall be responsible, among other, for ensuring that the processing of personal data, which the data processor is instructed to perform, has a legal basis.

4. The data processor acts according to instructions

1. The data processor shall process personal data only on documented instructions from the data controller, unless required to do so by Union or Member State law to which the processor is subject. Such instructions shall be specified in appendices A and C. Subsequent instructions can also be given by the data controller throughout the duration of the processing of personal data, but such instructions shall always be documented and kept in writing, including electronically, in connection with the Clauses.

2. The data processor shall immediately inform the data controller if instructions given by the data controller, in the opinion of the data processor, contravene the UK GDPR or the applicable EU or Member State data protection provisions.

5. Confidentiality

1. The data processor shall only grant access to the personal data being processed on behalf of the data controller to persons under the data processor's authority who have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and only on a need to know basis. The list of persons to whom access has been granted shall be kept under periodic review. On the basis of this review, such access to personal data can be withdrawn, if access is no longer necessary, and personal data shall consequently not be accessible anymore to those persons.

2. The data processor shall at the request of the data controller demonstrate that the concerned persons under the data processor's authority are subject to the abovementioned confidentiality.

6. Security of processing

1. Article 32 UK GDPR stipulates that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the data controller and data processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.

The data controller shall evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. Depending on their relevance, the measures may include the following:

- a. Pseudonymisation and encryption of personal data;
- b. the ability to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- c. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;

d. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

2. According to Article 32 UK GDPR, the data processor shall also – independently from the data controller – evaluate the risks to the rights and freedoms of natural persons inherent in the processing and implement measures to mitigate those risks. To this effect, the data controller shall provide the data processor with all information necessary to identify and evaluate such risks.

3. Furthermore, the data processor shall assist the data controller in ensuring compliance with the data controller's obligations pursuant to Articles 32 UK GDPR, by *inter alia* providing the data controller with information concerning the technical and organisational measures already implemented by the data processor pursuant to Article 32 UK GDPR along with all other information necessary for the data controller to comply with the data controller's obligation under Article 32 UK GDPR.

If subsequently – in the assessment of the data controller – mitigation of the identified risks requires further measures to be implemented by the data processor, than those already implemented by the data processor pursuant to Article 32 UK GDPR, the data controller shall specify these additional measures to be implemented in Appendix C.

7. Use of sub-processors

1. The data processor shall meet the requirements specified in Article 28(2) and (4) UK GDPR in order to engage another processor (a sub-processor).

2. The data processor shall therefore not engage another processor (sub-processor) for the fulfilment of the Clauses without the prior specific written authorisation of the data controller.

3. The data processor shall engage sub-processors solely with the specific prior authorisation of the data controller. The data processor shall submit the request for specific authorisation at least one calendar month prior to the engagement of the concerned sub-processor. The list of sub-processors already authorised by the data controller can be found in Appendix B.

4. Where the data processor engages a sub-processor for carrying out specific processing activities on behalf of the data controller, the same data protection obligations as set out in the Clauses shall be imposed on that sub-processor by way of a contract or other legal act under EU or Member State law, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the Clauses and the UK GDPR.

The data processor shall therefore be responsible for requiring that the sub-processor at least complies with the obligations to which the data processor is subject pursuant to the Clauses and the UK GDPR.

5. A copy of such a sub-processor agreement and subsequent amendments shall – at the data controller's request – be submitted to the data controller, thereby giving the data controller the opportunity to ensure that the same data protection obligations as set out in

the Clauses are imposed on the sub-processor. Clauses on business related issues that do not affect the legal data protection content of the sub-processor agreement, shall not require submission to the data controller.

6. The data processor shall agree a third-party beneficiary clause with the sub-processor where – in the event of bankruptcy of the data processor – the data controller shall be a third-party beneficiary to the sub-processor agreement and shall have the right to enforce the agreement against the sub-processor engaged by the data processor, e.g. enabling the data controller to instruct the sub-processor to delete or return the personal data.

7. If the sub-processor does not fulfil his data protection obligations, the data processor shall remain fully liable to the data controller as regards the fulfilment of the obligations of the sub-processor. This does not affect the rights of the data subjects under the UK GDPR – in particular those foreseen in Articles 79 and 82 UK GDPR – against the data controller and the data processor, including the sub-processor.

8. Transfer of data to third countries or international organisations

1. Any transfer of personal data to third countries or international organisations by the data processor shall only occur on the basis of documented instructions from the data controller and shall always take place in compliance with Chapter V UK GDPR.

2. In case transfers to third countries or international organisations, which the data processor has not been instructed to perform by the data controller, is required under EU or Member State law to which the data processor is subject, the data processor shall inform the data controller of that legal requirement prior to processing unless that law prohibits such information on important grounds of public interest.

3. Without documented instructions from the data controller, the data processor therefore cannot within the framework of the Clauses:

- a. transfer personal data to a data controller or a data processor in a third country or in an international organization
- b. transfer the processing of personal data to a sub-processor in a third country
- c. have the personal data processed in by the data processor in a third country

4. The data controller's instructions regarding the transfer of personal data to a third country including, if applicable, the transfer tool under Chapter V UK GDPR on which they are based, shall be set out in Appendix C.6.

5. The Clauses shall not be confused with standard data protection clauses within the meaning of Article 46(2)(c) and (d) UK GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V UK GDPR.

9. Assistance to the data controller

1. Taking into account the nature of the processing, the data processor shall assist the data controller by appropriate technical and organisational measures, insofar as this is possible, in

the fulfilment of the data controller's obligations to respond to requests for exercising the data subject's rights laid down in Chapter III UK GDPR.

This entails that the data processor shall, insofar as this is possible, assist the data controller in the data controller's compliance with:

- a. the right to be informed when collecting personal data from the data subject
- b. the right to be informed when personal data have not been obtained from the data subject
- c. the right of access by the data subject
- d. the right to rectification
- e. the right to erasure ('the right to be forgotten')
- f. the right to restriction of processing
- g. notification obligation regarding rectification or erasure of personal data or restriction of processing
- h. the right to data portability
- i. the right to object
- j. the right not to be subject to a decision based solely on automated processing, including profiling

2. In addition to the data processor's obligation to assist the data controller pursuant to Clause 6.3., the data processor shall furthermore, taking into account the nature of the processing and the information available to the data processor, assist the data controller in ensuring compliance with:

- a. The data controller's obligation to without undue delay and, where feasible, not later than 72 hours after having become aware of it, notify the personal data breach to the competent supervisory authority, The Information Commissioners Office, unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons;
- b. the data controller's obligation to without undue delay communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons;
- c. the data controller's obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data (a data protection impact assessment);
- d. the data controller's obligation to consult the competent supervisory authority, The Information Commissioners Office, prior to processing where a data protection impact assessment indicates that the processing would result in a

high risk in the absence of measures taken by the data controller to mitigate the risk.

3. The parties shall define in Appendix C the appropriate technical and organisational measures by which the data processor is required to assist the data controller as well as the scope and the extent of the assistance required. This applies to the obligations foreseen in Clause 9.1. and 9.2.

10. Notification of personal data breach

1. In case of any personal data breach, the data processor shall, without undue delay after having become aware of it, notify the data controller of the personal data breach.

2. The data processor's notification to the data controller shall be as soon as practically possible after the data processor has become aware of the personal data breach to enable the data controller to comply with the data controller's obligation to notify the personal data breach to the competent supervisory authority, cf. Article 33 UK GDPR.

3. In accordance with Clause 9(2)(a), the data processor shall assist the data controller in notifying the personal data breach to the competent supervisory authority, meaning that the data processor is required to assist in obtaining the information listed below which, pursuant to Article 33(3)UK GDPR, shall be stated in the data controller's notification to the competent supervisory authority:

- a. The nature of the personal data including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- b. the likely consequences of the personal data breach;
- c. the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

4. The parties shall define in Appendix C all the elements to be provided by the data processor when assisting the data controller in the notification of a personal data breach to the competent supervisory authority.

11. Erasure and return of data

1. On termination of the provision of personal data processing services, the data processor shall be under obligation to return all the personal data to the data controller and delete existing copies unless Union or Member State law requires storage of the personal data.

12. Audit and inspection

1. The data processor shall make available to the data controller all information necessary to demonstrate compliance with the obligations laid down in Article 28 and the Clauses and allow for and contribute to audits, including inspections, conducted by the data controller or another auditor mandated by the data controller.

2. Procedures applicable to the data controller's audits, including inspections, of the data processor and sub-processors are specified in appendices C.7. and C.8.

3. The data processor shall be required to provide the supervisory authorities, which pursuant to applicable legislation have access to the data controller's and data processor's facilities, or representatives acting on behalf of such supervisory authorities, with access to the data processor's physical facilities on presentation of appropriate identification.

13. The parties' agreement on other terms

1. The parties may agree other clauses concerning the provision of the personal data processing service specifying e.g. liability, as long as they do not contradict directly or indirectly the Clauses or prejudice the fundamental rights or freedoms of the data subject and the protection afforded by the UK GDPR. 'Other terms' are listed in Appendix D.

14. Commencement and termination

1. The Clauses shall become effective on the date of both parties' signature.

2. Both parties shall be entitled to require the Clauses renegotiated if changes to the law or inexpediency of the Clauses should give rise to such renegotiation.

3. The Clauses shall apply for the duration of the provision of personal data processing services. For the duration of the provision of personal data processing services, the Clauses cannot be terminated unless other Clauses governing the provision of personal data processing services have been agreed between the parties.

4. If the provision of personal data processing services is terminated, and the personal data is deleted or returned to the data controller pursuant to Clause 11.1. and Appendix C.4., the Clauses may be terminated by written notice by either party.

5. Signature

On behalf of the data controller

Name John Greer, Belfast City Council
 Position Director of Economic Development
 Date
 Signature

On behalf of the data processor

Antrim and Newtownabbey Borough Council

Name MAJELLA MCALLISTER
 Position DIRECTOR OF ECONOMIC DEVELOPMENT AND PLANNING
 Date
 Signature

Ards and North Down Borough Council

Name CLARE MCGILL
 Position HEAD OF ECONOMIC DEVELOPMENT
 Date
 Signature

Armagh City, Banbridge and Craigavon Borough Council

Name NICOLA WILSON
 Position HEAD OF ECONOMIC DEVELOPMENT
 Date
 Signature

Belfast City Council

Name LISA TOLAND
 Position SENIOR MANAGER ECONOMY
 Date
 Signature

Causeway Coast and Glens Borough Council

Name NIALL MCGURK
 Position HEAD OF SERVICE – PROSPERITY AND PLACE
 Date
 Signature

Derry City and Strabane District Council

Name STEPHEN GILLESPIE
 Position DIRECTOR OF BUSINESS AND CULTURE
 Date
 Signature

Fermanagh and Omagh District Council

Name KIM MCLAUGHLIN
 Position DIRECTOR OF REGENERATION AND PLANNING
 Date
 Signature

Lisburn and Castlereagh City Council

Name PAUL MCCORMICK
 Position HEAD OF ECONOMIC DEVELOPMENT
 Date
 Signature

Mid and East Antrim Borough Council

Name URSULA O'LOUGHLIN
 Position HEAD OF ECONOMIC DEVELOPMENT
 Date
 Signature

Mid Ulster District Council

Name FIONA MCKEOWN
 Position ASSISTANT DIRECTOR OF ECONOMIC DEVELOPMENT, TOURISM AND STRATEGIC PROGRAMMES

Date
 Signature

Newry, Mourne and Down District Council

Name CONOR MALLON
 Position DIRECTOR ECONOMY REGENERATION AND TOURISM

Date
 Signature

15. Data controller and data processor contacts/contact points

1. The parties may contact each other using the following contacts/contact points:

Programme Management Office (Belfast City Council)

Cathy Keenan	Programme Lead	keenanc@belfastcity.gov.uk
Siobhan Owens	Service Delivery Manager	owenss@belfastcity.gov.uk
Keeva Murtagh	Programme Coordinator	murtaghk@belfastcity.gov.uk

Derry City and Strabane District Council (Marketing Processor)

Jennie Peoples	Marketing Manager (DCSDC)	jennie.peoples@derrystrabane.com
Grainne Toland	Lead Marketing Officer (NIESS)	grainne.toland@derrystrabane.com

Council Contacts

Lisa Toland	Belfast City Council	tolandl@belfastcity.gov.uk
Michael McKenna	Antrim and Newtownabbey Borough Council	michael.mckenna@antrimandnewtownabbey.gov.uk
Karine McGuckin	Ards and North Down Borough Council	karine.mcguckin@ardsandnorthdown.gov.uk
Elaine Cullen	Armagh City, Banbridge and Craigavon Borough Council	elaine.cullen@armaghbanbridgecraigavon.gov.uk
Bridget McCaughan	Causeway Coast and Glens Borough Council	bridget.mccaughan@causewaycoastandglens.gov.uk
Danielle McNally	Derry City and Strabane District Council	danielle.mcnally@derrystrabane.com
Donagh Jackman	Fermanagh and Omagh District Council	donagh.jackman@fermanaghmagh.com
Patricia Mallon	Lisburn and Castlereagh City Council	patricia.mallon@lisburncastlereagh.gov.uk
Rhonda Lynn / Eva Dobbin	Mid and East Antrim Borough Council	rhonda.lynn@midandeastantrim.gov.uk eva.dobbin@midandeastantrim.gov.uk
Shirley McIntyre	Mid Ulster District Council	shirley.mcintyre@midulstercouncil.org

Aveen McVeigh Newry, Mourne and Down aveen.mcveigh@nmandd.org
District Council

2. The parties shall be under obligation continuously to inform each other of changes to contacts/contact points.

Appendix A Information about the processing

A.1. The purpose of the data processor's processing of personal data on behalf of the data controller is:

The purpose of processing is defined by 4 key functions:

Website visitors – IP address is used as a volume count; for statistical analysis only to establish the quantity of visitors to the website. Partial postcode is required to establish the approximate area of Belfast the visitor is from. This data capture is required when downloading website resources.

Customers who subscribed to marketing emails – email is required to keep in touch with subscribers about news, initiatives etc relating to the service.

Customers who register for NIESS (but may not participate) – registration information is required in order to establish the client group by the perceived business status (new/existing/established) and thereafter signpost to the relevant Council and associated support services.

Participants who receive support services – as well as registration information, special category personal data (Section 75 data) is requested for equality monitoring and reporting purposes.

A.2. The data processor's processing of personal data on behalf of the data controller shall mainly pertain to (the nature of the processing):

The nature of the processing is primarily electronic via the website where the public can

- avail of online resources
- register to participate
- subscribe to marketing communications

In addition, the call handling service may register potential participants by processing their contact details over the phone. This can include marketing and/or registration.

Engagement with participants is expected to be limited to email and phone, however face to face or video conferencing may be required as a method of engagement.

A.3. The processing includes the following types of personal data about data subjects:

Website visitors – IP address hits monitored by google analytics (Google Analytics 4 does not log or store IP addresses)

Customers who subscribed to marketing emails – name, email address

Customers who register for NIESS (but may not participate) – name, address, email address, business name, gender, telephone

Participants who receive support services – name, address, email address, business name, telephone, Section 75 equality monitoring data including age, gender, community background

For the purpose of

A.4. Processing includes the following categories of data subject:

Website visitors

Customers who subscribed to marketing emails

Customers who register for NIESS (but may not participate)

Participants who receive support services

A.5. The data processor's processing of personal data on behalf of the data controller may be performed when the Clauses commence. Processing has the following duration:

Processing will be for a period of 17 months commencing 01 November 2023 subject to review annually with an anticipated end date of March 2025. There is an option to extend the service beyond March 2025 for a further period of 2 years however this is subject to securing additional funding.

Appendix B Authorised sub-processors

B.1. Approved sub-processors

On commencement of the Clauses, the data controller authorises the engagement of the following sub-processors:

NAME	ADDRESS	DESCRIPTION OF PROCESSING
Ardmore Advertising & Marketing	20-30 Kinnegar Dr, Holywood BT18 9JQ	Provision of marketing services as defined in Tender T23-047BUS (Derry & Strabane)
Like Us (Ne) Ltd ICO Registration ref: ZB564469	Unit 2 Evolution Wynyard Avenue Wynyard Billingham TS22 5TB	Provision of call handling services as defined in Tender T2438 (Belfast City Council)
Enterprise NI Ltd ICO Registration Ref: Z9477435	AGHANLOO IND. ESTATE AGHANLOO ROAD LIMAVADY CO.LONDONDERRY BT49 0HE	Provision of support services as defined in Tender T2407a Engage & Foundation (Belfast City Council)
DEIRDRE FITZPATRICK & ASSOCIATES ICO Registration Ref: ZA152239	64 Garland Hill Belfast Co. Antrim BT8 6YL	Provision of support services as defined in Tender T2407a Growth and Scaling Lot 1 (Derry City & Strabane District Council and Causeway Coast and Glens Borough Council)
MALLUSK ENTERPRISE PARK ICO Registration Ref: Z6795542	2 MALLUSK DRIVE, NEWTOWNABBEY, BT36 4GN	Provision of support services as defined in Tender T2407a Growth and Scaling Lot 2 (Mid & East Antrim Borough Council and Antrim & Newtownabbey Borough Council)
FULL CIRCLE MANAGEMENT SOLUTIONS ICO Registration Ref: ZA421780	Linden House/Unit 8/Beechill Rd, Belfast BT8 7QN	Provision of support services as defined in Tender T2407a Growth and Scaling Lot 3, (Belfast City Council)
FULL CIRCLE MANAGEMENT SOLUTIONS ICO Registration Ref: ZA421780	Linden House/Unit 8/Beechill Rd, Belfast BT8 7QN	Provision of support services as defined in Tender T2407a Growth and Scaling Lot 4, (Ards & North Down Borough Council, Newry Mourne & Down Borough Council and Lisburn & Castlereagh City Council)

FULL CIRCLE MANAGEMENT SOLUTIONS ICO Registration Ref: ZA421780	Linden House/Unit 8/Beechill Rd, Belfast BT8 7QN	Provision of support services as defined in Tender T2407a Growth and Scaling Lot 5, (Armagh City, Banbridge & Craigavon Borough Council, Fermanagh & Omagh District Council and Mid Ulster District Council)
Framework B Providers – Subject Matter and Sector Specialists. Full List included in Appendix E	Currently under evaluation	Provision of support services as defined in Tender T2408.

The data controller shall on the commencement of the Clauses authorise the use of the abovementioned sub-processors for the processing described for that party. The data processor shall not be entitled – without the data controller’s explicit written authorisation – to engage a sub-processor for a ‘different’ processing than the one which has been agreed upon or have another sub-processor perform the described processing.

B.2. Prior notice for the authorisation of sub-processors

See clause 7.3 above.

The processor should not engage another processor (a sub-processor) without the controller’s prior specific or general written authorisation; if a sub-processor is employed under the controller’s general written authorisation, the processor should let the controller know of any intended changes and give the controller a chance to object to them;

Appendix C Instruction pertaining to the use of personal data

C.1. The subject of/instruction for the processing

The data processor's processing of personal data on behalf of the data controller shall be carried out by the data processor performing the following:

In parallel to Mallusk Enterprise Park, Mid and East Antrim Council will process data directly from clients under the Growth and Scaling pillars of NIESS within the Mid and East Antrim council borough. Mid and East Antrim are required to put in place a Schedule of Processing for this delivery which is part of their operating model and is distinct from other councils who work through the Contractors with clients.

The 10 other Councils are required to put in place a Schedule of Processing for each of the Contractors appointed to deliver ESS services on behalf of the PMO.

In addition, Derry City and Strabane District Council is responsible for all marketing activity including:

- NIESS website
- Social Media
- Offline marketing (billboards, posters, bus wraps)
- NIESS Newsletters
- TV ads
- Events and Awards

Belfast City Council is responsible for housing the PMO who manage the CRM and all contracts associated with NIESS, excluding the Marketing Contractor.

C.2. Security of processing

- **ELEMENTS** THAT ARE ESSENTIAL TO THE LEVEL OF SECURITY

Each party must ensure that people processing the data are subject to a duty of confidence.

Each party will ensure only authorised people can access, alter, disclose or destroy personal data and that those people only act within the scope of their authority.

Each party will appoint a data protection officer.

Each party will keep records of its processing activities.

If personal data is accidentally lost, altered or destroyed, it can be recovered to prevent any damage or distress to the data subjects concerned.

Each party shall, as an enduring obligation throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor (unless otherwise agreed in writing between the Parties) to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Parties).

Notwithstanding the paragraph above, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Customer Data, assist each other to mitigate any losses and to restore the provision of the Goods and/or Services to its desired operating efficiency.

- REQUIREMENTS FOR PSEUDONYMISATION AND ENCRYPTION OF PERSONAL DATA

Each party will password protect documents containing personal data which are sent outside of the CRM. The password for such documents must be sent in a separate email.

- REQUIREMENTS FOR ENSURING ONGOING CONFIDENTIALITY, INTEGRITY, AVAILABILITY AND RESILIENCE OF PROCESSING SYSTEMS AND SERVICES

Each party has responsibility for ensuring they have organisational and security measures in place to protect the lawful use of any information shared.

Each party will ensure a reasonable level of security for supplied information, personal or non-personal, and process the information accordingly.

Neither party should assume that any non-personal information is not sensitive and can be freely shared. The originating partner should be contacted before any further sharing takes place.

- REQUIREMENTS FOR THE ABILITY TO RESTORE THE AVAILABILITY AND ACCESS TO PERSONAL DATA IN A TIMELY MANNER IN THE EVENT OF A PHYSICAL OR TECHNICAL INCIDENT

Where a data breach, data loss or incident is discovered it will be dealt with in accordance with the NIESS Data Breach Management Plan. Each party should report all breaches to the data controllers Compliance Team.

All parties must be fully engaged in the resolution of a security incident or data breach incident by assisting in any investigation.

Each party shall perform secure back-ups of all Customer Data and shall ensure that up-to-date back-ups are stored off-site in accordance with their respective Business Continuity Plan. The processor shall ensure that such back-ups are available to the Controller (or to such other person as the Controller may direct) at all times upon request and are delivered to the Controller at no less than six (6) Monthly intervals (or such other intervals as may be agreed in writing between the Parties).

- REQUIREMENTS FOR PROCESSES FOR ENSURING MAXIMUM SECURITY

All parties must ensure that effective processes are in place to ensure the regular testing, assessment, and evaluation of technical and organisational measures to ensure the security of data during processing.

- REQUIREMENTS FOR ACCESS TO DATA ONLINE

Each party will consider and apply the following suggestions where appropriate:

- Only access Web Sites that you know are genuine. Do not assume that results presented from search engines are genuine.
- Only click on links that come from a trustworthy source.
- Only open and action emails that you know are genuine. Do not open emails that are suspicious
- Only follow "links" from emails and web sites that you know are genuine.
- Never enter your Windows UserName and Password onto any web page or system, except those provided explicitly by the relevant party
- Report any suspicious emails to their respective IT department.

- REQUIREMENTS FOR THE PROTECTION OF DATA DURING TRANSMISSION

Each party will consider and apply the following suggestions where appropriate:

- Use 'Official Marking' e.g. Confidential/Private/Personal/Draft, to protect personal data
- Advise recipients if personal data should not be "shared"
- Check your mailing address is correct
- Check attachments (e.g. hidden columns in excel)
- If an email containing personal data is sent to the wrong recipient, advise unintended email recipients to ignore, delete and confirm via return email. Keep a record of actions and advise the other party.
- Pseudonymise / encrypt / password protect / double envelope personal/sensitive data where appropriate
- Bcc large internal/external email groups
- If using software to redact, test the PDF's applied redactions by copying and pasting into 'Word' - redactions should remain unviewable
- When conducting surveys/interviews to gather personal data ensure a privacy notice is included

- REQUIREMENTS FOR THE PROTECTION OF DATA DURING STORAGE

Each party will retain a record of what personal data is held and how and where it is stored.

At the end of the working day, or when leaving a desk unoccupied, all personal data for the provision of NIESS must be removed from the desk and securely stored in a locked drawer or filing cabinet. This may include but not limited to items containing personal data of the project such as: diaries, notepads, message pads and mass storage devices such as pen drives, DVDs, etc.

- REQUIREMENTS FOR PHYSICAL SECURITY OF LOCATIONS AT WHICH PERSONAL DATA ARE PROCESSED

Each party has responsibility for ensuring they have organisational and security measures in place to protect the lawful use of any personal data. This may include:

- Appropriate access control / secure wifi / firewalls / malware protection / data backup
- Computer workstations must be locked when the desk is unoccupied and completely shut down at the end of the work day.
- Post it notes and other paper notes containing personal data must be removed from the desk.
- All waste paper which contains personal data must be shredded or placed in designated recycling bins.
- Keys for accessing drawers or filing cabinets should not be left unattended at a desk.
- Any print/copy/scan jobs containing personal data paperwork must be double checked to ensure all papers have been removed from the printer or photocopier.

- REQUIREMENTS FOR THE USE OF HOME/REMOTE WORKING

Personal data should never be left unattended when working remotely. Each party will securely dispose of hard copy documents when returning to the office (e.g. not in your home or meeting room/location). Do not use home/meeting room printers if possible.

- REQUIREMENTS FOR LOGGING ON CRM

All data associated with service delivery should be stored on the CRM. All parties, including councils, contractors and sub-contractors will be provided with online training and guides to support data input to CRM. BCC Digital Services service desk opened on Monday November 13th to manage any technical issues associated with the CRM. All new log in details and passwords for CRM access are provided by BCC Infrastructure Team via the BCC Service Desk following receipt of authorisation via the PMO.

C.3. Assistance to the data controller

The data processor shall insofar as this is possible – within the scope and the extent of the assistance specified below – assist the data controller in accordance with Clause 9.1. and 9.2. by implementing the following technical and organisational measures:

- THE SCOPE AND THE EXTENT OF THE ASSISTANCE TO BE PROVIDED BY THE DATA PROCESSOR

The Processor acknowledges that the Controller is subject to the requirements of the Freedom of Information Act (FOIA), Environmental Information Regulations (EIR), Data Protection Act (DPA) and UK General Data Protection Regulation (UK GDPR). The Processor shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Controller to enable the Controller to comply with its Information disclosure obligations under the FOIA, EIRs and DPA/UK GDPR;
- (b) transfer to the Controller all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
- (c) provide the Controller with a copy of all Information belonging to the Controller requested in the Request for Information which is in its possession or control in the form that the Controller requires within five (5) Working Days (or such other period as the Customer may reasonably specify) of the Controller's request for such Information; and
- (d) not respond directly to a Request for Information unless authorised in writing to do so by the Controller.

The Processor acknowledges that the Controller may be required under the FOIA, EIRs, DPA/UK GDPR to disclose Information (including Commercially Sensitive Information), only as expressly required under the respective Act, as a result of a request. The Controller shall take reasonable steps to notify the Processor of a Request for Information (in accordance with the Secretary of State's Section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Controller shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

The Processor acknowledges that both parties are subject to the requirements of the Data Protection Act (DPA) and UK General Data Protection Regulation (UK GDPR). The Processor shall notify the Controller within five (5) Working Days if it receives:

- (i) from a Data Subject (or a third party on their behalf) a Data Subject Access Request (or purported Data Subject Access Request) a request to rectify, block or erase any Personal Data or any other request, complaint or communication relating to the Controller's obligations under the Data Protection Legislation;
 - (ii) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- THE SPECIFIC TECHNICAL AND ORGANISATIONAL MEASURES TO BE TAKEN BY THE DATA PROCESSOR TO PROVIDE ASSISTANCE TO THE DATA CONTROLLER
- (iv) Licensed access to CRM controlled by BCC Digital Services;
 - (v) A segregated authorisation process to ensure the PMO approves who has access to the CRM; or
 - (vi) Physical and environmental security of information

C.4. Storage period/erasure procedures

- STATE STORAGE PERIOD/ERASURE PROCEDURES FOR THE DATA PROCESSOR

Personal data is stored in line with the NIESS Retention and Disposal Schedule after which the personal data is automatically erased by the data processor.

Upon termination of the provision of personal data processing services, the data processor shall be under obligation to return all the personal data to the data controller and delete existing copies unless Union or Member State law requires storage of the personal data, in accordance with Clause 11.1., unless the data controller – after the signature of the contract – has modified the data controller’s original choice. Such modification shall be documented and kept in writing, including electronically, in connection with the Clauses.

C.5. Processing location

Processing of the personal data under the Clauses cannot be performed at other locations than the following without the data controller’s prior written authorisation:

- Processing will take place within the UK at the premises of the relevant Councils or the delivery agent as necessary. No personal data will be transferred out with the UK without the prior written approval of the data controller.

C.6. Instruction on the transfer of personal data to third countries

Not applicable.

If the data controller does not in the Clauses or subsequently provide documented instructions pertaining to the transfer of personal data to a third country, the data processor shall not be entitled within the framework of the Clauses to perform such transfer.

C.7. Procedures for the data controller’s audits, including inspections, of the processing of personal data being performed by the data processor

- PROCEDURES FOR THE DATA CONTROLLER'S AND/OR DATA PROCESSOR'S AUDITS, INCLUDING INSPECTIONS, OF THE PROCESSING OF PERSONAL DATA BY EITHER PARTY

Each party reserves the right to carry out an audit or review of the other party’s compliance within the terms of this agreement and both parties agree to co-operate fully with any such audit or review. The parties will give 28 calendar days’ notice of such a review, which may be undertaken by a Third-party.

Either party may contest the scope and/or methodology of the report and may in such cases request a new audit/inspection under a revised scope and/or different methodology.

Based on the results of such an audit/inspection, either party may request further measures to be taken to ensure compliance with the UK GDPR, the applicable EU or Member State data protection provisions and the Clauses.

Each party will share with the other party the outcome of any audits or reviews that have been carried out on its activities.

Any relevant information discovered to be inaccurate or inadequate for the specified purpose will be brought to the attention of the originator of that data. The originator will be responsible for correcting the data and notifying all other recipients of the corrections.

APPLICABLE IF A SUB PROCESSOR IS APPOINTED:

The data controller may – if required – elect to initiate and participate in a physical inspection of the sub-processor. This may apply if the data controller deems that the data processor's supervision of the sub-processor has not provided the data controller with sufficient documentation to determine that the processing by the sub-processor is being performed according to the Clauses.

The data controller's participation in an inspection of the sub-processor shall not alter the fact that the data processor hereafter continues to bear the full responsibility for the sub-processor's compliance with the UK GDPR, the applicable EU or Member State data protection provisions and the Clauses."

The data processor's and the sub-processor's costs related to physical supervision/inspection at the sub-processor's facilities shall not concern the data controller – irrespective of whether the data controller has initiated and participated in such inspection.

Appendix D The parties' terms of agreement on other subjects

D.1. Review and Withdrawal

D.2. This Data Sharing Agreement will be formally reviewed in 12 months after its launch and annually thereafter.

D.3. If any significant change takes place which means the agreement becomes an unreliable reference point, the agreement will be updated and a new version circulated to replace it. Signatories to this agreement can request an extraordinary review at any time.

D.4. No variation of this Agreement shall be effective unless it is in writing and signed by all of the Parties to this Agreement. Written instructions to include email but exclude fax (unless required by law to act without such instructions).

D.5. Should any party wish to terminate this agreement they must provide written confirmation to the other party and provide at least 1 calendar month's notice.

D.5. This Agreement shall commence on the agreement date set out on page one. Unless terminated in accordance with this clause, this Agreement shall terminate on (insert termination date).

D.6. Indemnity

D.7. The processor shall indemnify Council in respect of any fine, court order or other penalty or loss suffered by Council as a result of any data breach caused wholly or in part by the processor in connection with the provision of the service.

D.8. The company shall enter into and maintain at all times during the term of this Agreement a policy of Professional Indemnity and Employer's liability insurance for an amount of not less than £5 million pounds (£5,000,000) for any one incident with a reputable insurance company and, upon demand, shall produce evidence of same to Council.

D.9 Each Party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), provided that nothing in this clause shall prevent a Party from enforcing any judgement obtained in the court of Northern Ireland in any other court with jurisdiction over the other Party.

Appendix E Approved Framework B Providers

Signed by

For and on behalf of

Date

Signed on Behalf of Belfast City Council:

CHIEF EXECUTIVE

Date:

Signed by

For and on behalf of

Date

Signed on Behalf of Belfast City Council:

CHIEF EXECUTIVE

Date:

Signed by

For and on behalf of

Date

Signed on Behalf of Belfast City Council:

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Signed by

For and on behalf of

Date

Signed on Behalf of Belfast City Council:

CHIEF EXECUTIVE

Date:

Signed by

For and on behalf of

Date

Signed on Behalf of Belfast City Council:

CHIEF EXECUTIVE

Date:

Committee:	Regeneration & Growth Committee
Date:	2 May 2024
Report from:	Head of Economic Development

Item for:	Decision
Subject:	Labour Market Partnership - Interim Funding Letter of Offer

1.0 Background

1. The Lisburn and Castlereagh Labour Market Partnership (LMP) is funded by the Department for Communities (DfC).
2. The LMP has developed a strategy for the next three years and an action plan for the period 2024/2025. This strategy and action plan form the basis of the LMP's funding bid for the initial 2024/2025 period. The indicative funding allocation that the Council hopes to receive is £368,462.69 towards programme costs and £92,115.67 that will offset some of the salary costs of the Programmes team within the Economic Development Unit.
3. The outcome of the overall funding bid is anticipated to be confirmed in May/June 2024 and officers are working with DfC on an ongoing basis to this end.

Key Issues

1. Recent correspondence has been received from DfC which confirms the 2024-25 interim funding position, and a copy is appended to this report (**see Appendix**). The letter confirms that up to 25% of the administrative budget to cover the period until the 30th June 2024 has been agreed by the Department. The correspondence indicates that the level of funding for the remainder of 24/25 is not yet agreed as a consequence of significant budgetary pressures elsewhere in the Department and at NI Block level.
2. This position is similar to the budgetary uncertainty that was experienced last year for the 2023/2024 position, and it is anticipated that an element of budgetary uncertainty will maintain for the LMP initiative until Stormont budgets are stabilised by the Executive.
3. The Department hopes to be in a position to confirm the funding allocation as soon as possible, once the Executive agrees the 24/25 budget. It is proposed therefore to agree to accept this funding allocation as budgeted and that this amount be used to assist in the ongoing delivery of the LMP programme until such times as DfC confirms the appropriate residual amount. It should be noted that LMPs are not unique in experiencing this uncertainty. The Department has indicated that all funded initiatives have received similar correspondence.

2.0	<p><u>Recommendation</u></p> <p>It is recommended that the Committee considers the update and agrees to accept the offer of interim funding.</p>	
3.0	<p><u>Finance and Resource Implications</u></p> <p>Anticipated Programme Funding - £368,462.69 Anticipated Administration Funding - £92,115.67</p> <p>Council Employability and Skills Match Funding £100K</p>	
4.0	<p><u>Equality/Good Relations and Rural Needs Impact Assessments</u></p>	
4.1	<p>Has an equality and good relations screening been carried out?</p>	<p>Yes</p>
4.2	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out</p> <p>It has been concluded that a detailed equality impact assessment is not necessary as all the potential impacts identified are minor and positive.</p>	
4.3	<p>Has a Rural Needs Impact Assessment (RNIA) been completed?</p>	<p>Yes</p>
4.4	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.</p> <p>The LMP has been developed in order improve employability conditions for those who are economically inactive or unemployed regardless of their urban / rural location.</p>	

<p>Appendices:</p>	<p>Appendix 2 - Letter re Labour Market Partnerships - 2024/25 Interim Funding Position</p>
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Lisburn & Castlereagh City Council
Civic Headquarters
Lagan Valley Island
Lisburn, Co Antrim
BT27 4RL

Labour Market Partnership Team
Department for Communities
Causeway Exchange
1-7 Bedford Street
Belfast
BT2 7EG
Email: LMP@communities-ni.gov.uk
Date: 08 April 2023

Dear LMP Chair / Council Chief Executive,

Labour Market Partnerships - 2024/25 Interim Funding Position

I am writing to update you on the current budget position and the outlook for 2024/25. The Department recognises the important role that Labour Market Partnerships continue to play in the delivery of the Department's employability agenda and the real difference LMPs make at a local level.

I also recognise the impact that budgetary uncertainty has on your staff and your organisations, and it is clear that the financial outlook for 2024/25 is likely to be extremely challenging with significant unmet pressures at NI Block level, and difficult decisions will need to be taken.

In order to help you retain vital staff and enable continued function of the Partnership, the Minister has agreed to provide up to 25% of your administrative budget to cover the period until 30 June 2024. I need to make you aware that this allocation cannot be interpreted as an indication or commitment to the level of funding available for the remainder of 2024/25, given the absence of clarity on the overall budget settlement for the Department.



I would hope that we will be in a position to confirm your funding allocation as soon as possible once the Executive agrees the 2024/25 Budget and, in the meantime, I am very grateful to you and your partnerships for all that you do to address the labour market issues in your local area.

The LMP Team will be in contact to issue interim Letters of Offer in the next few days. If you have any questions or concerns, please do not hesitate to contact me or the wider LMP Team on LMP@communities-ni.gov.uk.

Yours sincerely

Deirdre Ward
Director, Work & Wellbeing



Committee:	Regeneration and Growth Committee
Date:	2 May 2024
Report from:	Head of Economic Development

Item for:	Decision
Subject:	Lisburn City Centre – Wayfinding Proposals

1.0	<p><u>Background</u></p> <ol style="list-style-type: none"> 1. In recent years the Council has developed a number of draft strategies which speak to the global shift towards Green and Blue Infrastructure and the Department for Infrastructure’s prioritisation of Active travel. Council strategies include an Open Space Strategy which officers are proposing becomes the umbrella strategy for active travel and wayfinding proposals. These all support the modal shift across our Council area in terms of integrated transport. 2. The aforementioned frameworks will provide the Council with context to avail of future funding including Blue Geenway which potentially will be made available through the Department for Communities and Department for Infrastructure. 3. Funding was secured through the Department for Communities Covid Revitalisation programme to develop a Walkability Strategy which focusses on Lisburn city centre. This is focussed on the key routes and connections from surrounding residential areas and the wider context of Lisburn such as the Lagan Navigation. 4. The Paul Hogarth Company was procured in September 2021 to produce a plan for Orientation and Walkability which seeks to promote Lisburn city centre as ‘A Walkable City’. The plan set out to look at how our City Centre could be promoted as a walkable destination and to increase active travel and support wayfinding in Lisburn by highlighting the accessibility to greenways and open spaces. 5. In December 2022 the Development Committee of the Council agreed the Draft documentation, to go forward with a 12 week public and stakeholder consultation.
2.0	<p><u>Key Issues</u></p> <ol style="list-style-type: none"> 1. Following the public consultation, which included consultation with Section 75 groups, the document has been updated with an action plan developed which outlines priority actions identified for future consideration by the Committee. 2. Attached is the final draft which officers propose to reframe, within the context of our Open Spaces Programme, as our ‘City Centre wayfinding plan’ for consideration by Members. 3. The feedback received through the public consultation overall was positive with many appreciating the focus on ‘walkability’, however the responses received

also demonstrated an appetite for prioritisation for pedestrians at junctions and along major routes. The document was strengthened to re-emphasise that the plan is part of a framework that can touch on many of aspects of place and city planning.

4. A number of proposals have been identified that can be implemented to improve connectivity and signage across the city centre to connect key outdoor assets such as the Lagan Tow Path, Castle Gardens and Wallace Park, strengthening the city centre identity and sense of place.
5. Proposed projects include:
 - the implementation of directional and information signage across the city centre, to include signposting public toilet facilities
 - improved connections between key nodes of activity such as the Leisure Park and the city centre
 - improved linkages from the Lagan Tow Path, through Union Bridge and Castle Gardens into the city centre
6. This plan will be used to inform applications to the Department for Communities for potential funding to bring forward priority projects as identified in the plan. Any proposed projects will be brought to future meetings of the Regeneration and Growth Committee for consideration by Members.
7. Once the final document has been agreed by Members it will be published on the Council's website.

3.0 **Recommendation**

It is recommended that Members consider and agree:

1. The final City Centre Wayfinding Plan.
2. To officers submitting an application to the Department for Communities to bring forward initiatives in line with the action plan.
3. To accept the commissioning of signage relating to public amenities within the city centre, which will be integrated into a wider business case for the agreed programme of work and presented to a future Committee for approval.

4.0 **Finance and Resource Implications**

The implementation of the strategy and installation of signage will be funded from grant applications made to the Regional Government Departments. However, the signage for the public amenities will be met from within in-year Regeneration and Growth budgets.

5.0 **Equality/Good Relations and Rural Needs Impact Assessments**

5.1 Has an equality and good relations screening been carried out?

Yes

5.2	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out</p> <p>Any projects coming out of the strategy will be screened on a project by project basis.</p>	
5.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	Yes
5.4	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.</p> <p>Any projects coming out of the strategy will be screened on a project by project basis.</p>	

Appendices: Appendix 3 - Copy of final plan	
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Lisburn City Centre Wayfinding Plan

Developed concepts

April 2024



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Introduction



Lisburn & Castlereagh City Council have appointed the Paul Hogarth Company to develop proposals to reveal Lisburn's potential as 'A Walkable City'. The regeneration of the City Centre is a priority for the Council, and a City Centre Masterplan was released in 2010 and updated in 2019. While understanding the reliance of local people and visitors on cars and public transport, these documents identified the need to examine the existing network of pedestrian and cycle friendly routes in the city, and to consider how they could be expanded and barriers to access could be removed.

This was reinforced by research by the Institute for Transportation and Development Policy, identifying the walkability of cities as a key means to improve health and reduce climate-heating emissions, while building a stronger local community and economy. The pressure for a plan to encourage walking in Lisburn was reinforced by COVID and the increased importance of outdoor space for businesses, as well as the opportunity to promote or create connections between the city centre and existing key green assets like Wallace Park, Castle Gardens and the Lagan Valley Regional Park for the health and wellbeing of local people.

This document sets out an initial plan to improve wayfinding and thereby reveal Lisburn's potential as 'A Walkable City'. The wayfinding plan focusses on the city centre, while being mindful of key routes and connections from surrounding residential areas and the wider context of Lisburn. In setting out how wayfinding in Lisburn can be improved, both the ways people orientate themselves, and the walkability, or experience of navigating from place to place have been considered.

To inform proposals, a robust analysis of the existing fabric of the city, and the experience of moving around it has been carried out, accompanied by a review of relevant local and national policy documents. This includes not just the city centre, but an understanding of how it connects to its periphery and longer, strategic scale routes to Belfast. As well as the experience of navigating Lisburn, the wayfinding plan also considers legibility, access points, sense of arrival and welcome, and how to encourage exploration. Consultation on this wayfinding plan has included review by the Inclusive Mobility and Transport Advisory Committee (IMTAC), Guide Dogs, RNIB and Outlook Lisburn, as well as a 12 week open internet consultation on the proposals. Feedback has been incorporated into this iteration of the plan.

Introduction

Guidance, policy and existing strategies

This city centre wayfinding plan has considered a number of documents and strategies from Lisburn & Castlereagh City Council, and others. The main documents informing the report include:

- The emerging Local Development Plan - setting out the strategy for sustainable growth and the direction of development in the Lisburn & Castlereagh City Council Area until 2032. This includes three objectives (D, E and F) which inform policies to make Lisburn
 - An Attractive Place by Promoting Sustainable Tourism, Open Space, Sport and Outdoor Recreation
 - A Green Place by Protecting and Enhancing the Historic and Natural Environment
 - A Connected Place by Supporting Sustainable Transport and Other Infrastructure
- The Lisburn City Centre Masterplan 2019-2023 was prepared pre-COVID but has informed the preparation of LCCC Development Plan documents. It sets out a vision for future development and regeneration in the city centre, and has been vital to understand where development will take place, and key future linkages across the city centre.
- Lisburn's Lagan Corridor sets out the strategy for the regeneration of the Lagan Corridor involving the Council working in partnership with statutory bodies, businesses and local residents to maximise the many economic, social and environmental opportunities presented by regenerating the waterway and bringing the river back to life.
- The Lagan Bank Quarter Development scheme provides additional information on proposals for one of these sites, and the boundary includes much of the land between the city centre and the River Lagan.

- The Car Park Strategy for Lisburn has also been considered. Its objectives include the provision of an appropriate level of parking to support economic vitality whilst encouraging use of more sustainable transport options.
- LCCC's Open Space Strategy 2020-2025 was prepared to feed into an action plan to deliver priorities and projects to enhance open space in Lisburn, and to deliver a network of multi-functional open spaces, delivering environmental, economic and social benefits for local communities. This strategy is part of the Council's commitment to creating a healthy, active and accessible environment connecting places and people, where biodiversity, conservation and adapting to climate change are key.
- Documents covering the wider area such as the 2016 Northern Ireland Greenways Strategy, and the 2015 Belfast Metropolitan Area Plan (Developed by the Department for Infrastructure) have also been considered.

Other documents consulted are included in the bibliography.



Introduction

Defining the audience

Lisburn and Castlereagh City Council have commissioned this wayfinding plan in order to inform the implementation of plans to promote Lisburn as 'A Walkable City'. From the proposals set out, the city should derive the benefits already mentioned: improved health, reduced emissions and a stronger local community and economy. This will be through helping to improve the experience for tourists and visitors, as well as local people and businesses.

This document has been used as the basis of consultation with stakeholders to test these proposals, as well as to set out for LCCC proposals that can help to deliver a more welcoming, legible and walkable city. Extracts from the document formed the basis for a 12 week internet consultation on the wayfinding plan, and comments incorporated into it.

Wider consultation also included:

External to LCCC:

- the Department for Infrastructure
- the Department for Communities (Historic Environment Division)
- Translink
- City Centre Partnership/Lisburn Chamber
- IMTAC

Internal to LCCC:

- Corporate Management Team
- Regeneration & Growth Committee
- Planning
- Councillors

The DfC, DfI and LCCC own land within the study/proposals area, as well as being consultees in their own right, and this will be reflected in the consultation.

Considering activity

In preparing the wayfinding plan, we have considered different uses of the city to ensure all needs are met. By reviewing plans and strategies, this included future, as well as current uses. User groups overlap within the city centre; residents, tourists, people on business might be involved in a number of activities.

This wayfinding plan combines analysis and proposals to help people orientate themselves and to navigate from place to place. The following different activities, rather than the users, have therefore been considered to understand how the wayfinding plan could encourage activity.

Business and day to day

People in the city for their work or to carry out errands, daily shopping, or for appointments for services or healthcare.

Commute and school run

People moving back and forward to school or work at the start and end of the day.

Shopping and visitor attractions

People visiting Lisburn for a day's leisurely browsing in shops, museums and attractions, or for an event like the Light Festival.

Hospitality

People coming into the city centre to eat and drink. Lisburn has a growing number of restaurants and bars, and a growing evening economy in addition to cafes and daytime hospitality venues. Easier walking routes to these businesses could increase customer numbers and dwell time.

Recreation and exercise

People moving through Lisburn for the sole purpose of moving - for fresh air and exercise, in support of health and wellness. These people might be walking or cycling within the city, or making use of connections to parks and regional assets like the Lagan Valley Regional Park.

Considering needs

The plan also considers the different needs of user groups, to ensure that people with visual, mobility and other impairments have been considered. The needs of people with learning disabilities should also be considered, as well as the way neurodiversity could affect the outputs. This is important for both the orientation and walkability strands.

People with physical difficulties, for example, find steep streets and uneven surfaces more difficult to navigate than non-disabled users. People in wheelchairs, or of restricted growth might also need wayfinding signage at lower levels or with text at a larger size to ensure its visibility. Equally, people with a visual impairment would have difficulty with visual signage, but might also be particularly susceptible to road noise or narrow pavements and find streets less walkable as a result.

This report factors these needs into the baseline analysis and proposals for consultation with these groups.

Introduction

Defining "walkability"

"Walkability" is a popular term in discussions of the planning of cities and assessments of how well they function. Definitions differ, and studies often include assessments of densities of buildings and people, the mix of functions and attractions and the porosity of the city and networks to travel across them. The scope of this project compliments existing work on masterplanning and development on the city centre. It analyses how people move around Lisburn and what it is currently like to do so, in order to determine how people can be encouraged to use more active forms of transport, spend longer in the city and build the economy while improving the city's identity.

Our analysis focusses on the qualitative (what's it like to walk or cycle this way?) over the quantitative (how quick is it to walk or cycle this way?) as something that can be influenced quickly with the scope of outputs suggested in LCCC's brief for the project. Existing permeability and walking times have also been considered. For the purpose of this study, then;

Walkability is how practical and pleasant it is to walk, wheel or cycle through a place, and has been assessed by how well supported the needs of pedestrians, wheelchair, mobility scooter, pram and buggy users, and cyclists are.

It has been tested through desk study and observation on site in terms of:

- active frontages, spill out
- presence of people
- noise
- vegetation
- seating
- vehicle speed
- architecture
- shelter
- number of vehicles
- lighting
- pavement width
- gradient

This assessment of walkability is a general, overall measure. Some audience groups will be more or less influenced by individual characteristics of streets and spaces: those visiting the city for hospitality or shopping and visitor attractions, for example, might be more sensitive to townscape and a street's architectural character, for example, than commuters to work and school. Equally, less mobile users, including wheelchair users will find steep gradients or the presence of steps more of an obstacle than non-disabled people. Walkable places should be safe, equitable and accessible for all, and give users an incentive to move by foot or by bike.

Distances that can be walked in 10 minutes or less are considered "walkable" in the "Manual for Streets" guidance. This time can be extended depending on the environment. Distances and average times taken to walk them are set out for reference below, and shown overlaid on a plan of Lisburn.

- Walkable distances- 400m 5 minute walk
- 800m 10 minute walk
- 1600m 20 minute walk
- Further: people are inclined to drive



Walkable distances from the centre of Lisburn

Introduction

Developed aims and objectives

Through discussion with Lisburn and Castlereagh City Council, aims of the city centre wayfinding plan were agreed. These are to:

- support the regeneration of the city centre
- improve the health of the local population by providing and promoting active travel
- cut climate-heating transport emissions
- build stronger local communities and economies
- contribute to a stronger and more distinct sense of place
- encourage visitors to stay longer and explore the city and its surroundings

It was agreed that these aims would be achieved by:

- analysing the existing network and considering opportunities to make citywide and regional connections
- considering what infrastructure is needed to create areas and routes where people feel welcome, comfortable and safe
- improving wayfinding signage to connect key outdoor assets and points of interest, and strengthening identity and sense of place
- looking at onward connections to the wider city, the region and nationally to plug Lisburn into wider existing routes and strategies

The opportunities presented by the existing network, and the ambitions detailed in the guidance, strategies and plans consulted were analysed carefully to understand Lisburn's current and potential walkability. The qualitative analysis of walkability explained opposite was compiled and mapped to identify patterns, and to help target proposals.

Example plots showing the assessment of two streets (Market Square Public Realm and Graham Gardens) are illustrated (see right). Elements which made streets more or less comfortable and appealing were scored and then plotted. Market Square Public Realm scored highly for vehicle numbers and speed (it is pedestrianised), as well as the availability of seating, the activity and aesthetics. Graham Gardens scored less well as it lacks active frontages, vegetation or seating, and has narrow pavements.

Larger plot areas indicate a more walkable street, and were assigned a greener colour. Smaller plots indicate a less walkable street, and were assigned a redder colour. This allowed a map to be developed, colour coding all streets in the city centre by qualitative walkability.



Market Square Public Realm

The centre of the city benefits from a high proportion of active frontages, and is provided with seating, planting and high quality of lighting. As it is pedestrianised, there were no vehicles present. The slope of the square means it scored slightly lower on gradient.



Graham Gardens

Level, with small amounts of traffic. The pavements are narrow, with little active frontage, and no seating or trees. There were few people on the street, and the architecture is not of the same quality as elsewhere in the city.

Introduction - analysis summary

Walkability versus actual use

The walkability of all the streets in the city centre was mapped according to the qualitative analysis described on the preceding page. Streets on the plan opposite have been coloured according to their walkability.



least walkable **most walkable**

In order to determine which streets and spaces saw the highest actual use, geolocated smartphone data was used to create a "heat map" of the city centre. This shows the areas of highest and lowest footfall in Lisburn.

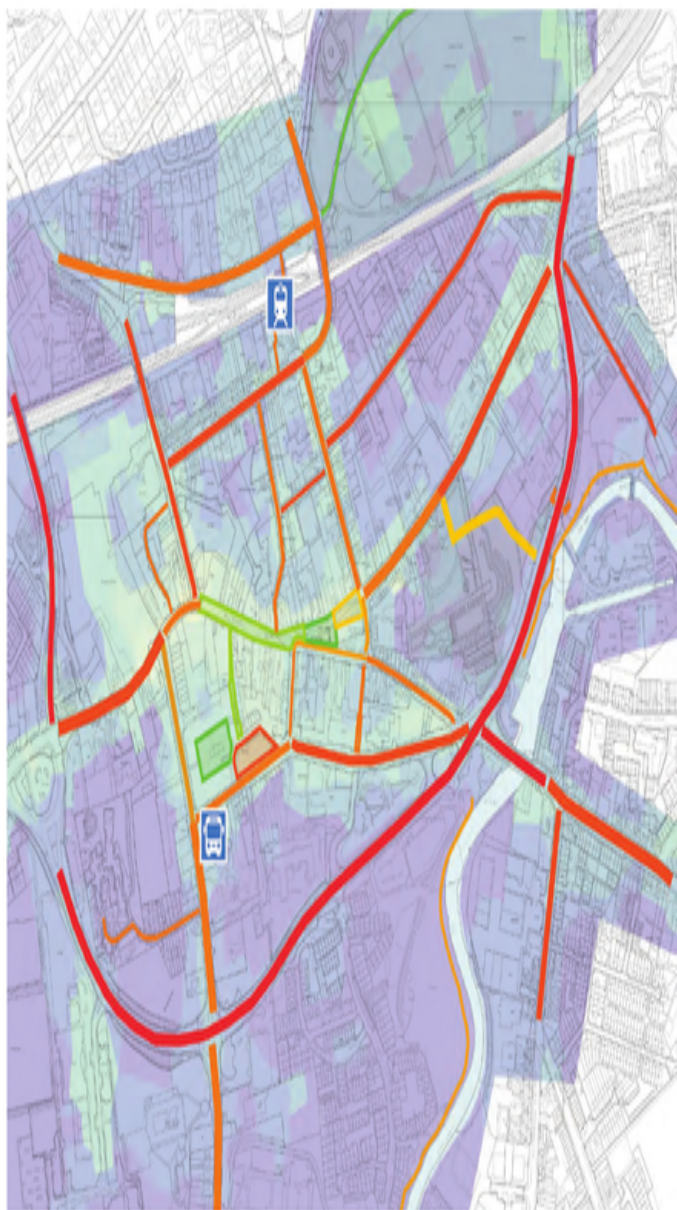


lowest use **highest use**

The plan opposite overlays this heat map of pedestrian traffic with the findings of the qualitative walkability assessment.

The plan shows that walkability and level of use do not correlate consistently. Although in many places the least walkable streets show the lowest level of use, there are areas of low walkability and high use, and vice versa. This suggests that there are obstacles to the use of the more walkable places, and a desire to use some of the less walkable routes.

This means that there are some routes which are used by many people which are uncomfortable for pedestrians. By improving these streets, a large number of people would have a better experience travelling round Lisburn by active transport. Equally, signage could direct people to alternative, more pleasant routes that are already walkable. Opportunities to address this are covered in the following strategic aims.



Strategic aims

Strategic Aim 1

Improve connections to link up areas of high footfall

The analysis phase identified that the city centre includes some areas of high footfall, separated by areas of lower footfall.

This suggests pedestrian circulation within the "hot spots" that could be extended if the routes between them were improved and made more walkable.

This would strengthen and augment the pedestrian network and walkability of Lisburn. The key connections are:

Lisburn Leisure Park - city centre

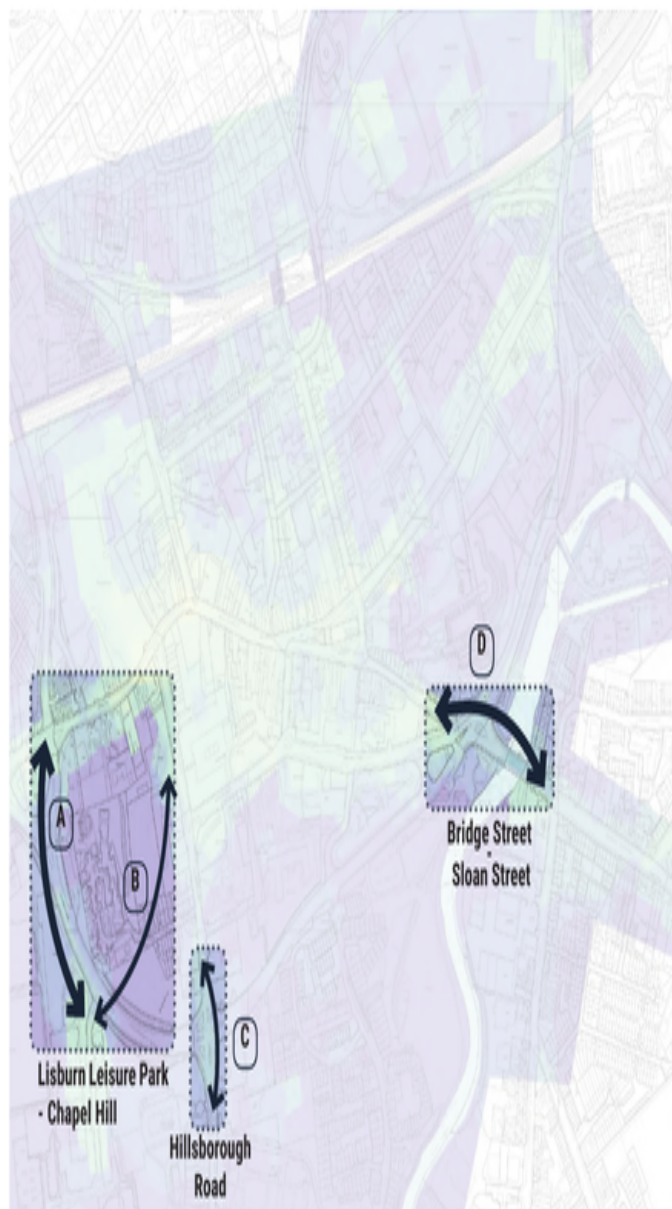
- A. to Chapel Hill
- B. via Hillsborough Road

Hillsborough Road

- C. Laganbank Road junction

Union Bridge

- D. Bridge Street to Sloan Street



Strategic Aim 2

Increase the footfall in current low use, but walkable areas

During the analysis phase, the overlay of pedestrian footfall and pedestrian comfort also identified some more walkable streets that see low footfall.

These include routes along the Lagan, including the Lagan towpath, and Castle Gardens. These green spaces offer potential for connectivity, as well as easily accessible green space that could benefit the health and wellbeing of residents and visitors to Lisburn.

By encouraging the use of these routes, they will become part of Lisburn's pedestrian network, and increase everyday access to high quality greenspace.



Addressing the strategic aims

This document sets out a range of measures to address these strategic aims and thereby promote wayfinding and active transport in Lisburn. These ideas have been grouped under proposals for orientation and proposals for walkability, and the strategic aim they will address is highlighted at the bottom of each page.

These proposals recognise other strategies and future development in Lisburn. These include:

- proposed tourist signs (tendered January 2022)
- Draft Local Development Plan
- Laganbank Quarter Development Plan
- approved and forthcoming planning consents

Orientation proposals

Successful orientation is not limited to directional signage. It should provide an overview of what a place has to offer and how long it will take to get there, as well as how to get there.

Orientation proposals in this report therefore aim to provide a sense of welcome for visitors, as well as encouraging locals and visitors alike to make the most of Lisburn's assets by means of active transport.

Within these proposals, the strategic aims identified by the analysis have been considered to ensure that new hardware will help meet them.

Walkability proposals

The walkability of the city was considered during the analysis phase. Key areas where improvements can help to meet the strategic aims have been considered. In these areas, a range of possible measures to promote pedestrian and cycle connectivity have been suggested. These measures are intended to address both the qualitative walkability of the areas, but also the physical connection and ease of navigation.

These proposals align with Lisburn and Castlereagh City Council's Open Spaces Strategy, in its aim to

- protect and enhance the natural environment, helping to mitigate and adapt to climate change
- promote opportunities for sustainable travel through greater connectivity of open spaces

The proposals also align with the draft Plan Strategy for LCCC's Local Development Plan 2032, specifically its objectives to:

- increase active travel
- protect and enhance open space recognising its value in promoting health and well-being
- support and encourage accessibility to open space including the Lagan Valley Regional Park and Lagan Navigation as key assets within the Council area
- support and promote the development of strategic and community greenways

Greenways in Lisburn and Northern Ireland aim to link the countryside and urban areas of open space (parks, playing fields and natural areas such as river edges or woodland) to create a network of linked urban open spaces. Community greenways are local scale and provide visually attractive pedestrian and cycle links through an urban area, as well as an ecological and environmental connection. Strategic greenways are at a larger scale and offer traffic free connections between urban areas for those travelling by foot or bike. They also offer strong green infrastructure connectivity for wildlife and ecology.

All greenways offer opportunities to reduce use of private cars, reduce pollution and congestion and increase access and awareness of the natural and historic environment, improving wellbeing and creating tourism opportunities. These benefits are derived while connecting people with facilities, services, schools and places of work. This strand has been developed in the walkability proposals, as well as in route choice and the selection of locations for orientation measures.

Wayfinding: orientation proposals

Wayfinding - orientation proposals: locations

Destinations

Key locations around the city centre have been marked to help establish the primary network of pedestrian routes.

Network of routes

A network of routes around the city connect up these key points of interest.

For easy wayfinding and orientation, routes should:

- Be direct
- Use landmarks and sightlines
- Limit user choice

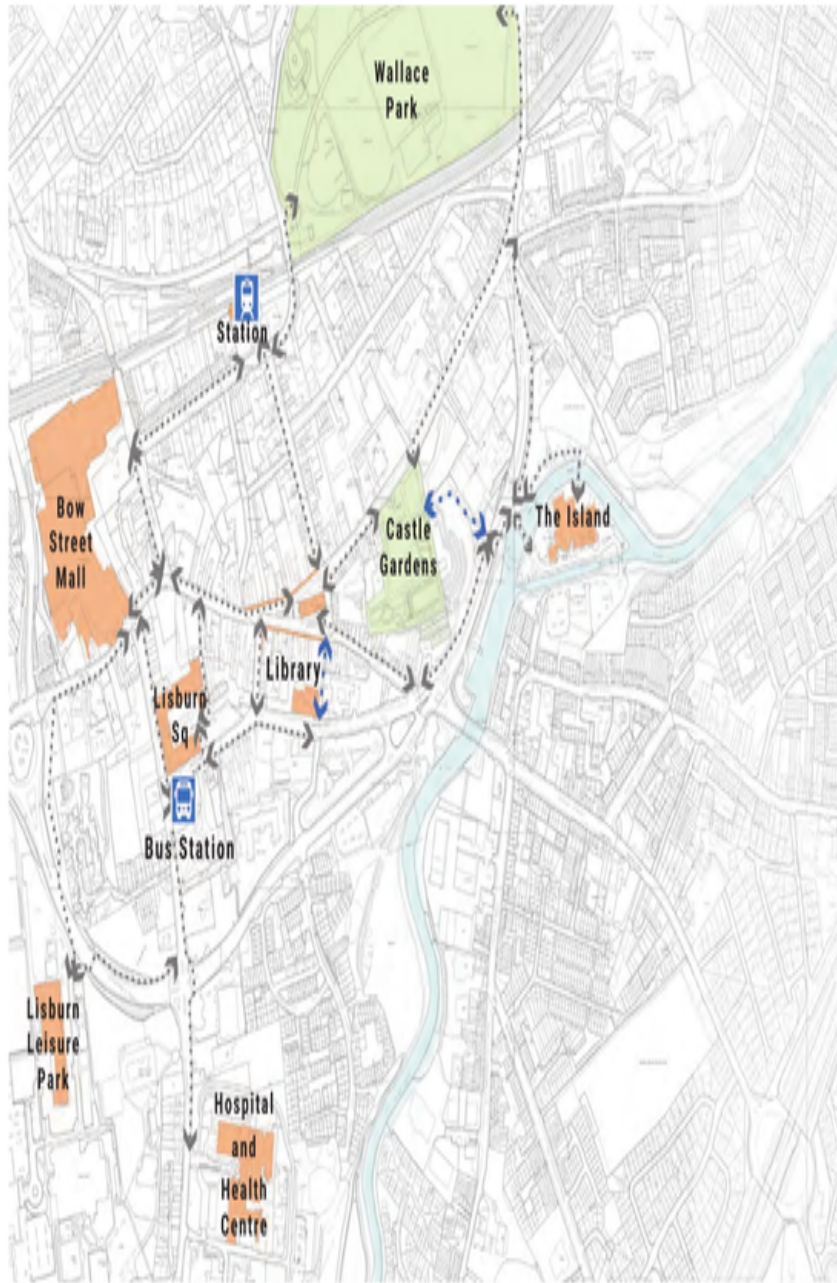
and for the most enjoyable experience, encouraging active transport, routes should

- Pass through the most walkable streets

KEY

- Main pedestrian network
- Direct, but steeply sloping route within the network

Addresses strategic aim 1 - Improve connections to link up areas of high footfall



Wayfinding - orientation proposals: locations

Nodes on the network

Signs should:

- occur at decision points, where people may be unsure which way to go, or need reassurance.

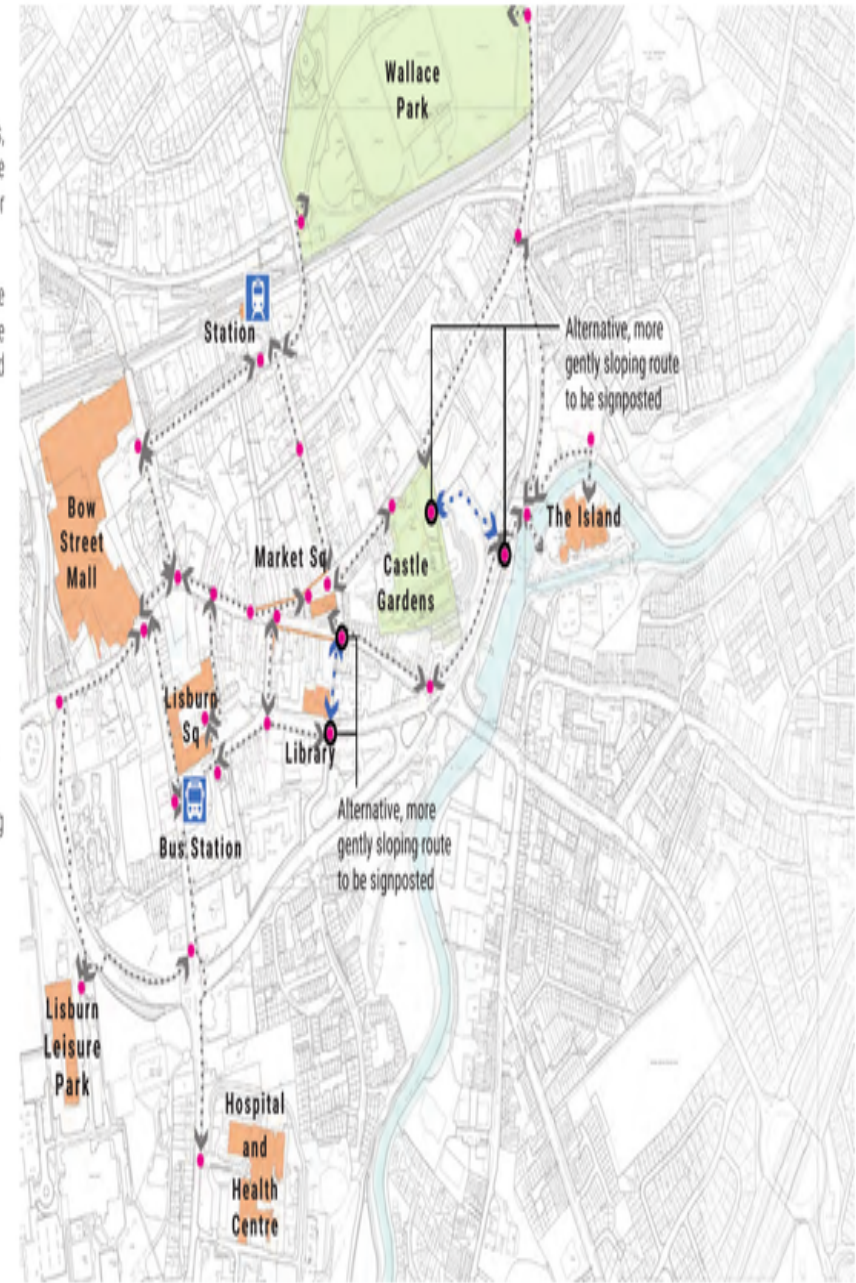
The plan opposite marks these decision and reassurance points within the established network of pedestrian routes.

KEY

- Main pedestrian network
- Direct, but steeply sloping route within the network
- Decision point within pedestrian network

Addresses:

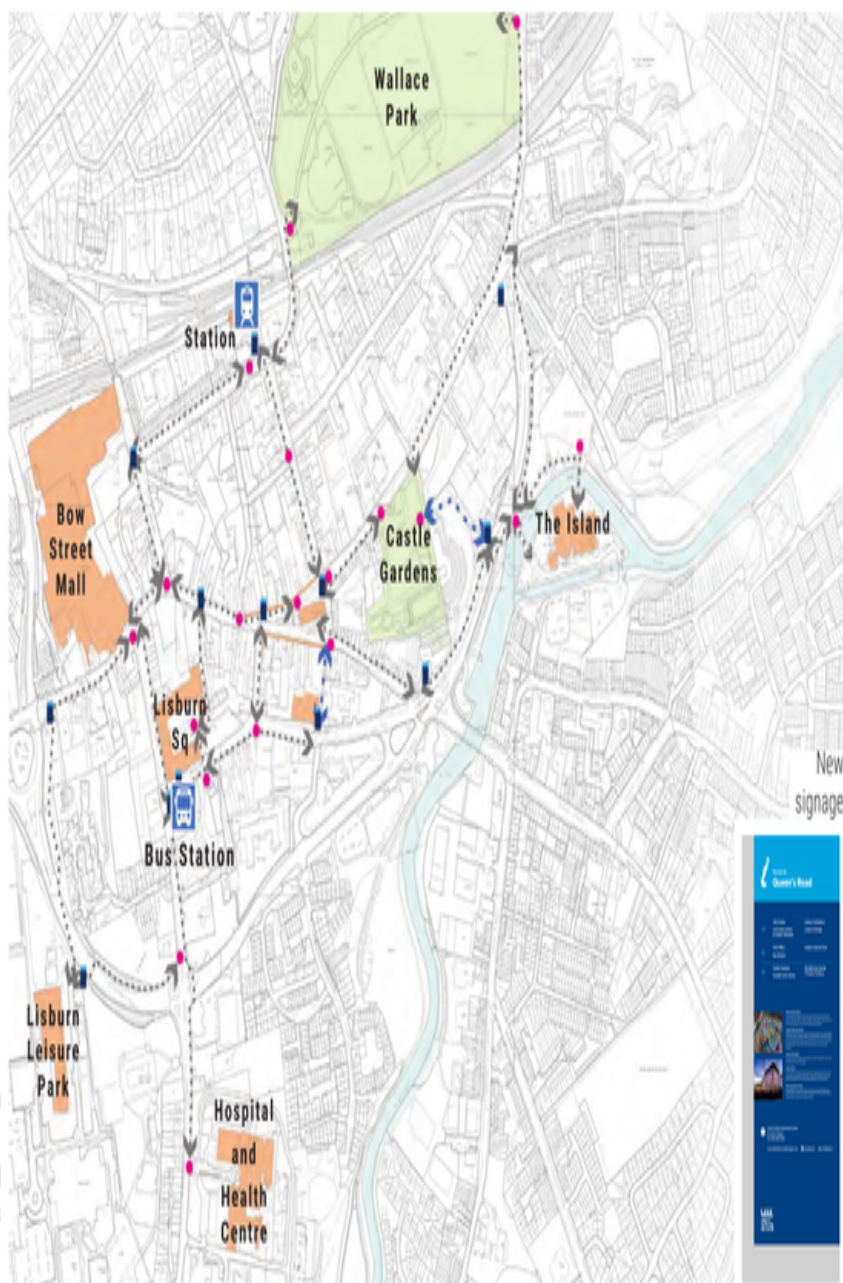
Strategic aim 1 - Improve connections to link up areas of high footfall and Strategic aim 2 - Increase the footfall in current low use, but walkable areas



Wayfinding - orientation proposals: locations

LCCC has installed tourist signs for the city centre, with proposed locations at many of the nodes on the network.

The plan opposite shows these proposed locations, and the remaining locations where additional signage is required to direct and reassure.



- New 'blade' signage (design and locations by others)
- Locations for additional signage of other types (this wayfinding plan)

Wayfinding - orientation proposals: hardware

Hardware proposed under tourist signage scheme (by others)

The signage already commissioned will:

- Be recognisable
- Be comprehensible
- Fit in with broader identities and branding
- Allow visitors to understand what Lisburn has to offer as well as how to get there

Potential additional benefits

In addition to these benefits, signage could:

- incorporate maps (in heads-up format for ease of navigation)
- include tactile information for the visually impaired
- include distances or time to walk to the destinations mentioned
- promote walking through iconography
- include QR links linking to more information about the city, historic figures or buildings for those interested

Including distances on signage would help locals and visitors to understand how compact and walkable Lisburn's city centre is.

Addresses:

- Strategic aim 1 - Improve connections to link up areas of high footfall and
- Strategic aim 2 - Increase the footfall in current low use, but walkable areas



Wayfinding - orientation proposals: hardware - city centre signage



At nodes on the network where tourist blade signage has not been installed, additional signage will be needed.

Newly installed signage

Proposed signage delivered as part of Lisburn's City Centre Wayfinding Plan will meet all the objectives for signage listed on the previous page, and align with the signs already installed.

New totem (this wayfinding plan)

A totem including a heads-up format map is proposed at select locations where this information is needed.

New fingerpost (this wayfinding plan)

Elsewhere, fingerposts are proposed to reassure and direct. These additional signs have been designed to co-ordinate with the existing signage.

Addresses:

- Strategic aim 1 - Improve connections to link up areas of high footfall and
- Strategic aim 2 - Increase the footfall in current low use, but walkable areas



Newly installed signage

Additional "family members" for city centre signage suite

Wayfinding - orientation proposals: inclusive orientation

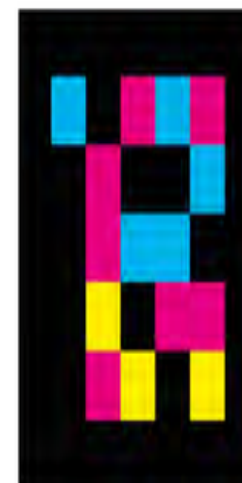
Apps like BlindSquare or Be My Eyes operate independently of standard signage, and allow blind and partially sighted people to navigate around cities. However, adding some extra features to signage would allow these residents and visitors to be included in the information available to others.

Systems like NaviLens allow users to scan a code similar to a QR code, and hear information on destinations and direction. This could include:

- which way to go
- how long it will take to walk
- descriptions of what destinations in Lisburn offer
- descriptions of the surrounding area
- alerts to nearby obstacles
- crossing points

The codes can be read from further away than standard QR codes. There is no need to focus the camera, and codes can be read from side angles.

Aim:
Include everyone in the wayfinding system



NaviLens code



NaviLens in signage

Wayfinding - orientation proposals: public toilets

Public consultation emphasised the importance of access to public toilets to enable people to spend time in the city centre. It also revealed that some respondents were unclear about where toilets were located.

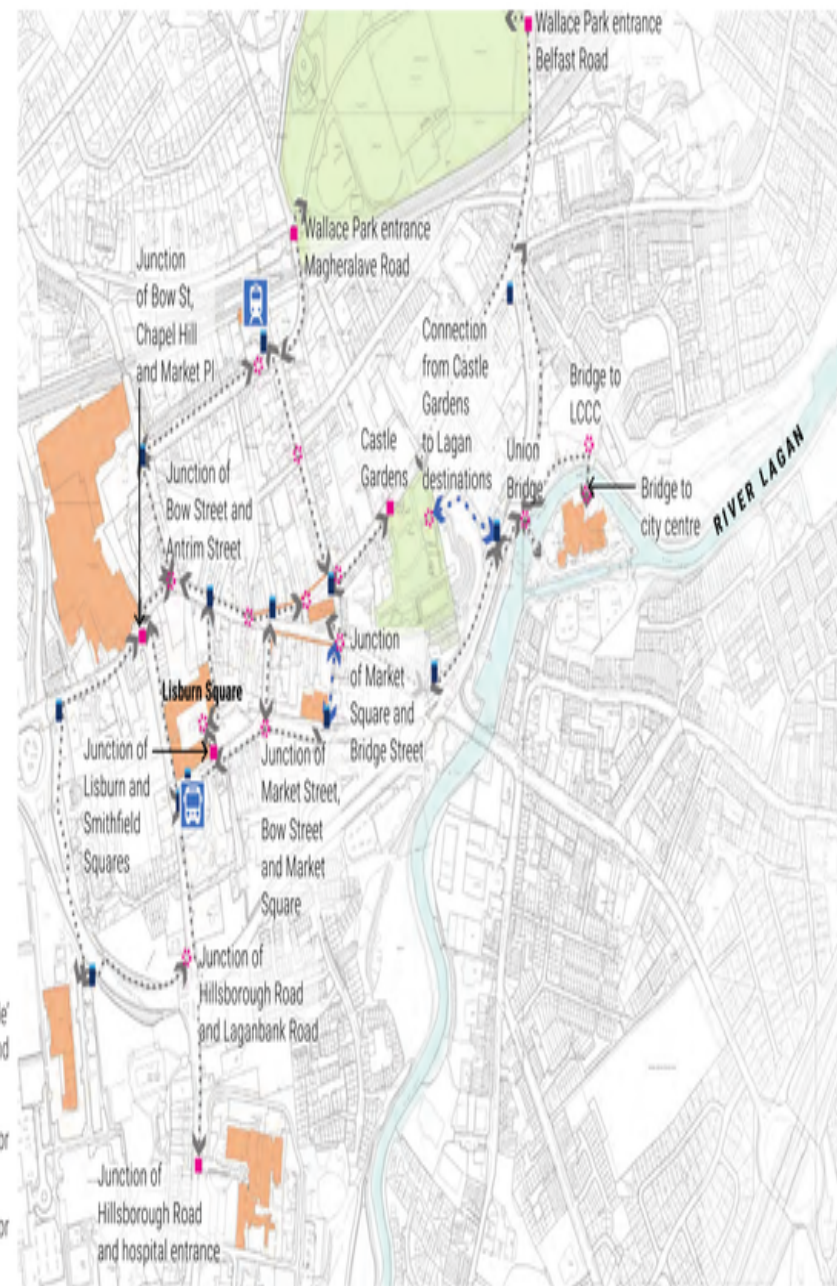
In order to highlight the availability of public WCs, icons can be added to signage to highlight locations where toilets are available. The locations marked include male, female and accessible toilets.



Fingerpost showing WC symbol

Wayfinding - orientation proposals: Project 1 - locations for city centre signage

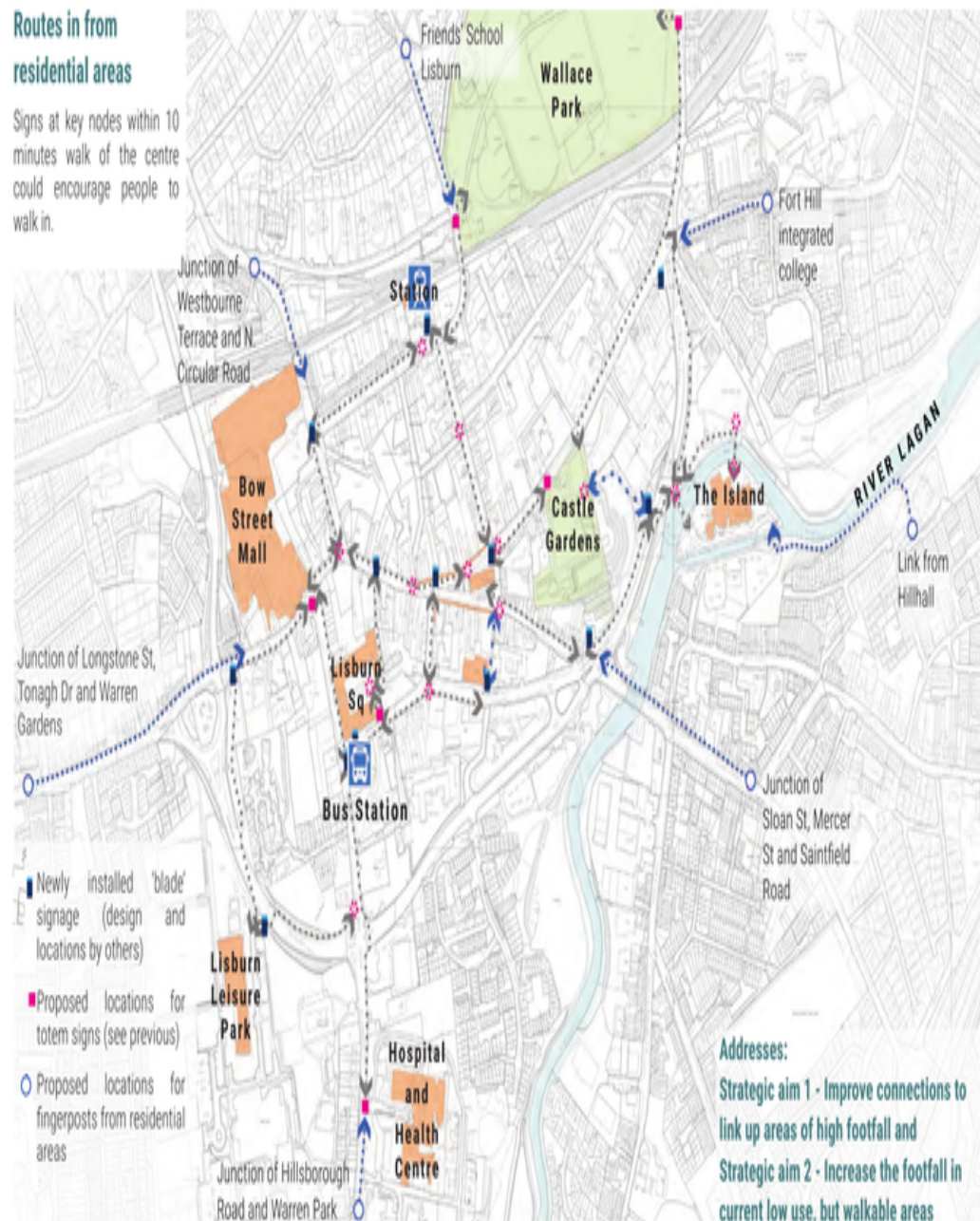
The plan opposite shows proposed locations for additional totems and fingerposts, as well as locations of the proposed "blade" signage already commissioned.



Wayfinding - orientation proposals: Project 2 - locations for additional signage from residential areas

Routes in from residential areas

Signs at key nodes within 10 minutes walk of the centre could encourage people to walk in.



Wayfinding - orientation proposals: Project 2 - hardware - signs from residential areas



Proposed signage from residential areas

Signage into the city centre from residential areas would meet the same goals as signage elsewhere. It will be recognisable, comprehensible, and fit with the identity of the rest of the proposed suite.

The primary purpose of these signs is to encourage residents to walk into the city centre; they will know where they are going and what they want to do, but signs will highlight the proximity of their destination, and how quickly they can get there. Signage for this purpose is therefore restricted to fingerposts pointing to the city centre, stating the distance and duration of the walk.

Addresses:
 Strategic aim 1 - Improve connections to link up areas of high footfall and
 Strategic aim 2 - Increase the footfall in current low use, but walkable areas

City Centre Room
 10 minute →

Wayfinding - orientation proposals: Project 3 - the Lagan towpath and Lagan Valley Regional Park

Lagan towpath and Lagan Valley Regional Park signage locations

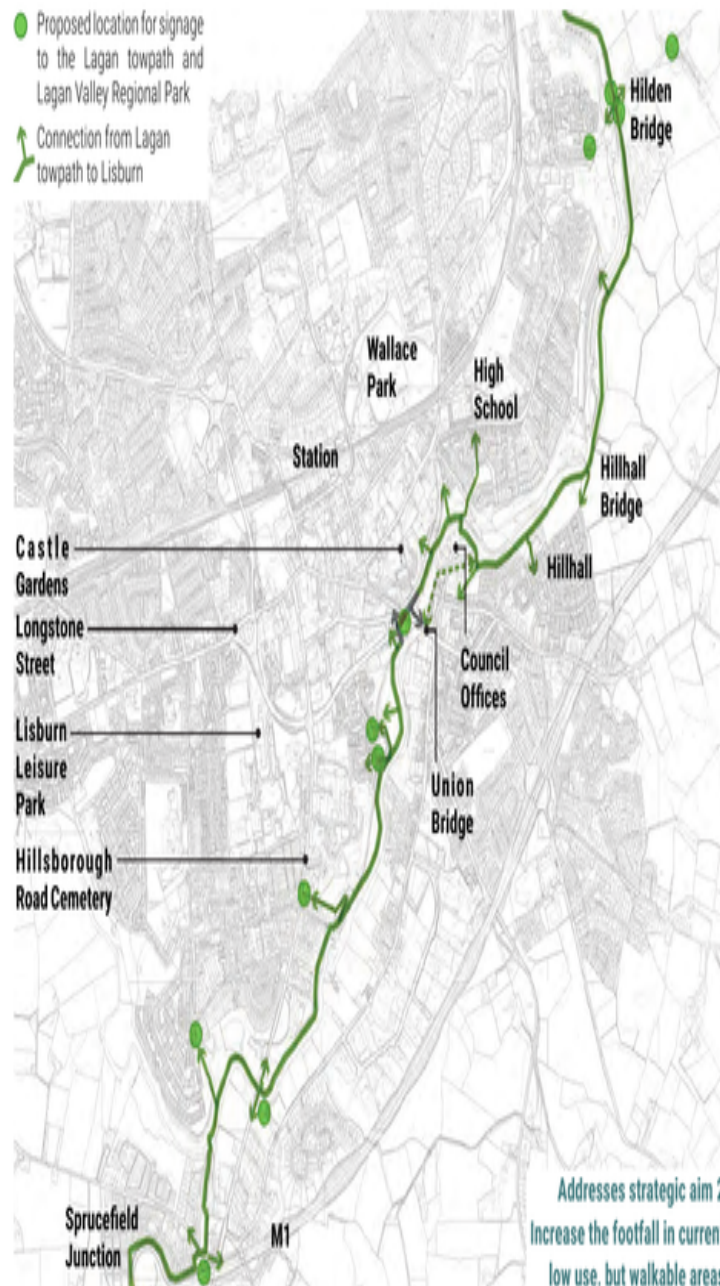
The River Lagan runs east of Lisburn's city centre, and through a corridor of greenspace. In 1967 the Lagan Valley Regional Park was established, linking Lisburn and Belfast, and covering over 2000 ha of countryside, urban parks, heritage sites, nature reserves and riverside trails. Lisburn benefits from several access points to this green corridor to Belfast.

The primary land route through the regional park is the towpath, used historically as a means to navigate the river, but now used to travel by means of walking or wheeling. Travel by water is beyond the scope of this wayfinding plan, but the Lagan navigation is destined to become Northern Ireland's first blueway, and is a key route in its own right.

Signage within Lisburn and this wayfinding plan could also be used to promote access to the Lagan. Footfall data used during the analysis phase demonstrated that the towpath is underused both as a means of connection into the city centre, and as open space.

Existing signage to the Lagan is concentrated around Union Bridge and the Island Centre, with no signage from residential areas or at other connection points. Signage through residential areas would inform locals and visitors how close they are to the Lagan, and what destinations they can reach by walking or cycling along it.

Proposed locations for signs to the River Lagan are shown on the plan opposite.



Wayfinding - orientation proposals: Project 3 - the Lagan towpath and Lagan Valley Regional Park



Proposed signage to the Lagan Valley Regional Park and Lagan towpath

Signage should fit in with the general palette, but offer a point of difference to emphasise the character of the Lagan corridor and its status and quality as green, natural space close to the city centre.

The Lagan Valley Regional Park has an existing signage suite, using a black and green colour palette. Green has therefore been chosen for signs directing people towards the Lagan towpath and Lagan Valley Regional Park, and signs will not be added where there is existing signage, to avoid confusion.

Green signs could also be used to direct people to Wallace Park and Castle Gardens so that people wanting to spend time in nature or open green space have an instant visual clue.

Signs further out of town could direct people to the city centre via the River Lagan towpath, perhaps indicating how quick it is to cycle this short distance.

Addresses strategic aim 2
Increase the footfall in current low use, but walkable areas

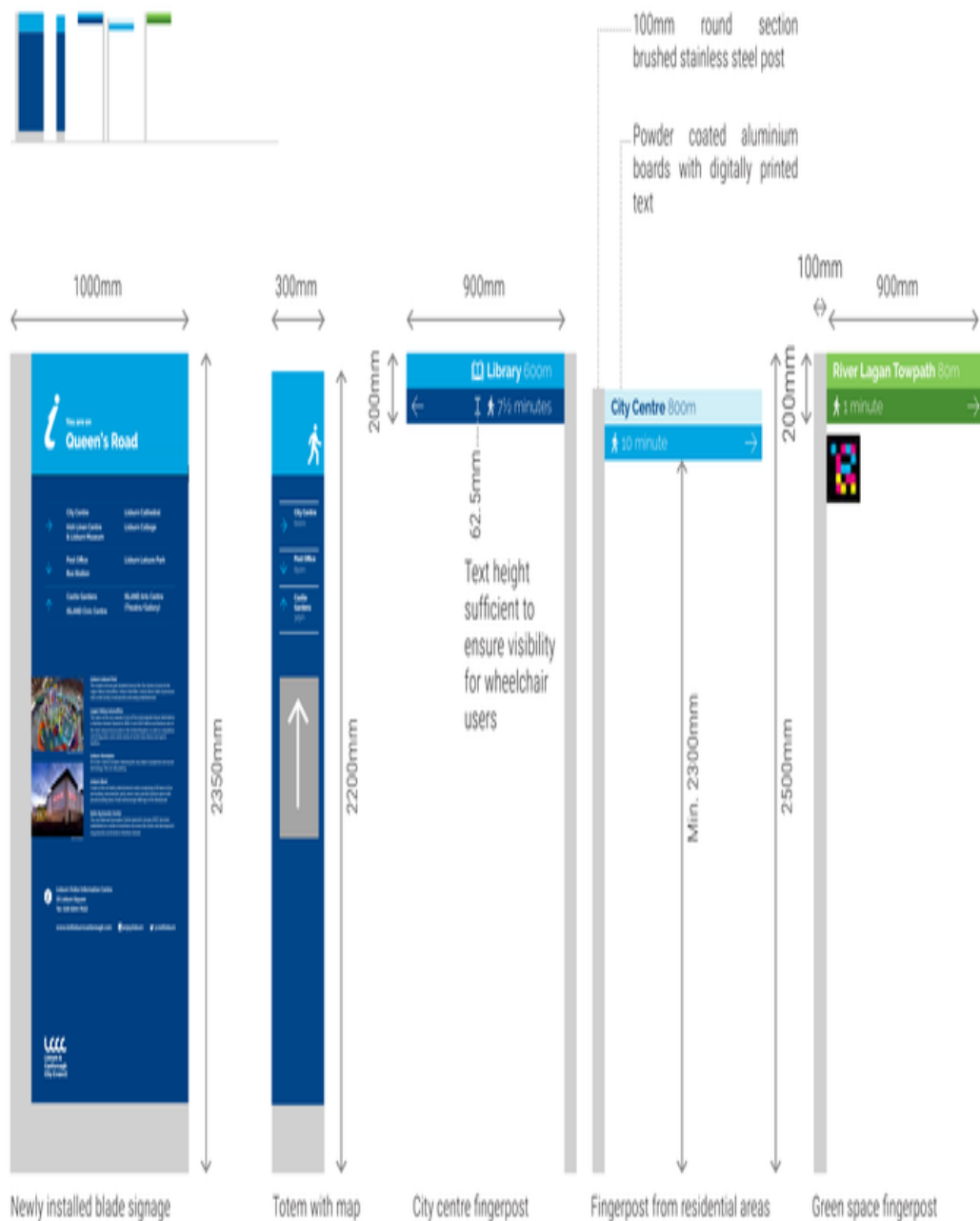


Lagan Valley Regional Park signage suite



River Lagan Towpath 30m	→
↑ 1 minute	→
City Centre 1.9km	
♿ 5 minutes	→

Wayfinding - orientation proposals: Projects 1-3 - hardware suite



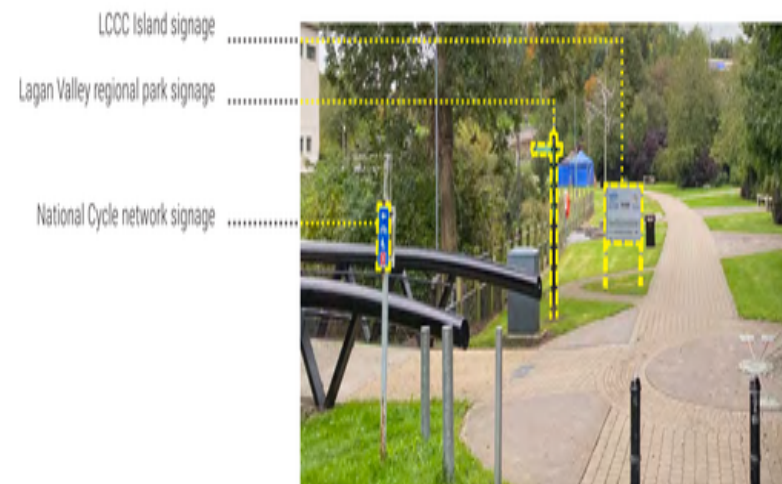
Wayfinding - orientation proposals: Project 4 - streamlining signage

Existing signage

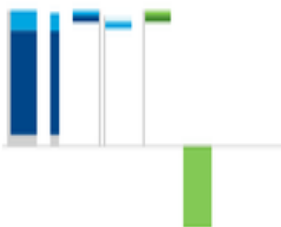
At some points in Lisburn accumulations of signage is reducing effectiveness: there is so much information in so many different formats that the message is lost.

While some of the signage is necessary (highways signage, including hazard and speed limits, for example), removing extraneous signage and reducing the number of styles and formats would help the message to be understood quickly and easily.

This would also help to strengthen the identity of wayfinding in Lisburn set by the forthcoming tourist signage, and the additional signage proposed in this document.



Wayfinding - orientation proposals: Project 5 - temporary schemes



Initial impact

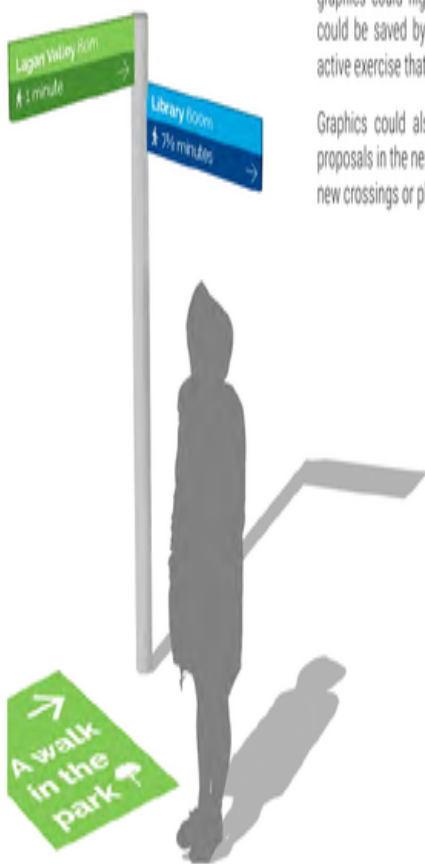
Bold, temporary graphics could help launch the proposed signage and get people to think about changing how they move around Lisburn. These more prominent methods of communication could be in place for shorter durations, and could also respond to the seasons.

At the start of the summer holidays, for example, they could point people to Lisburn's parks, the Lagan towpath, or Lisburn Leisure Park. When schools go back in September and school run traffic begins again, graphics could highlight the time and emissions that could be saved by walking or cycling, as well as the active exercise that could be gained.

Graphics could also highlight any of the walkability proposals in the next section that are implemented, e.g. new crossings or planting.



Example pavement graphics



Wayfinding - walkability proposals

Wayfinding - walkability proposals

The orientation proposals outlined in the previous section will help residents and visitors to understand what Lisburn has to offer and how easily accessible, how **quantitatively** walkable, it is by foot.

The analysis phase identified some areas of the city with low **qualitative** walkability, making wayfinding through these areas more difficult: junctions and crossings that are uncomfortable to use, and in some cases difficult to navigate. The plan to the right highlights these areas, and the proposals in this section of the wayfinding plan set out a range of measures to improve their walkability.

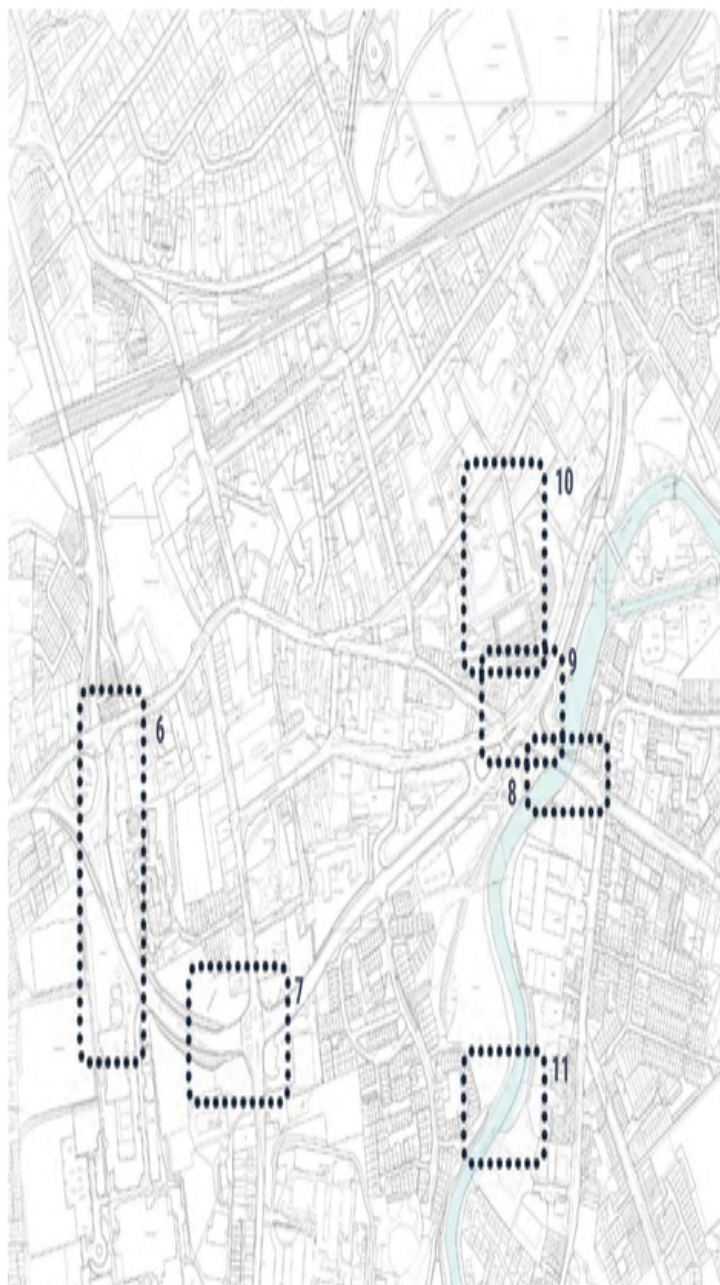
Each area has been considered in relation to the findings of its qualitative walkability during the analysis phase and ease of navigation. Potential measures to increase walkability are detailed for each, and in the accompanying cost summary.

Overview of proposals

Project 6.	Chapel Hill
Project 7.	Hillsborough Road
Project 8.	Union Bridge
Project 9.	Laganbank Road
Project 10.	Castle Gardens
Project 11.	Lagan towpath

Addresses:

- Strategic aim 1 - Improve connections to link up areas of high footfall and**
- Strategic aim 2 - Increase the footfall in current low use, but walkable areas**



Wayfinding - walkability proposals

Nature of proposals

Measures in these areas focus on proposals that would not require major changes to roads and junctions, but which can improve wayfinding and the experience of walking in Lisburn. Consultation demonstrated support for measures such as:

- improved separation between vehicles (including cycles) and people
- the introduction of planting
- additional crossings

Elements outside the scope of this wayfinding plan that were raised through consultation included:

- lighting to footways
- continuous pavement at junctions
- the addition of dog waste bins
- poorly positioned street furniture and café and pub spill-out areas

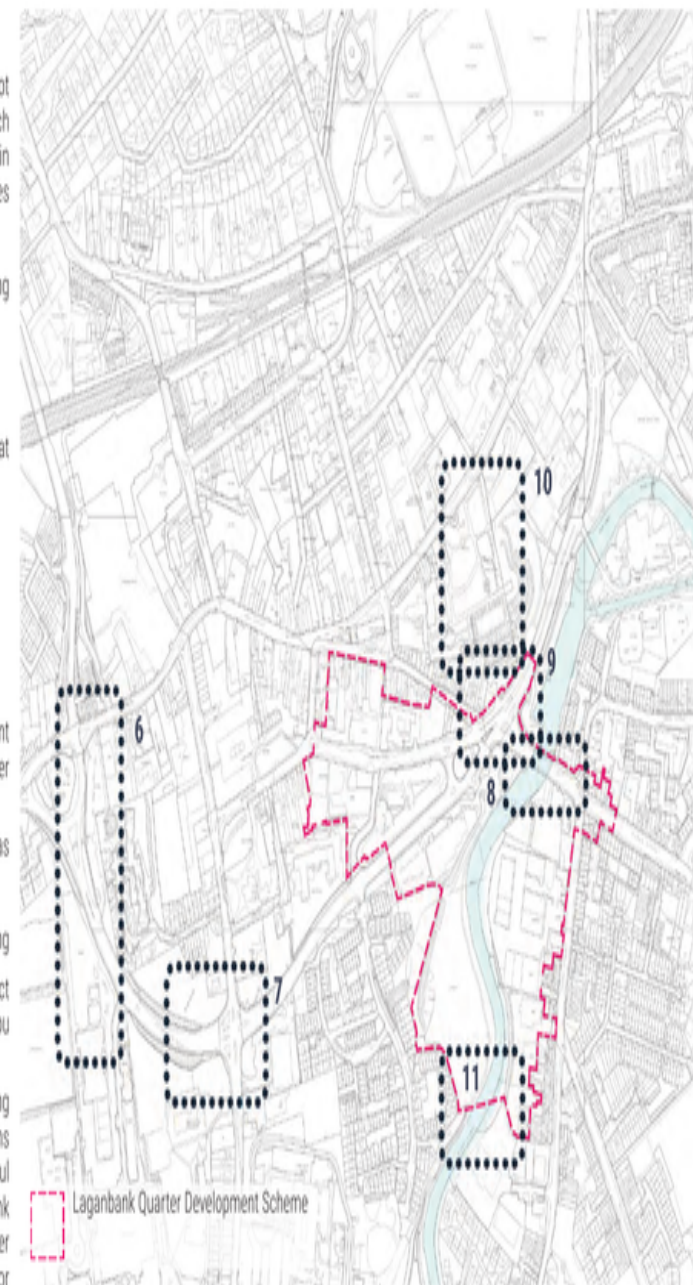
LCCC will raise these matters with DfI and the relevant departments in the council, addressing them through other routes.

Further elements identified through consultation as presenting difficulty for disabled people included:

- wheelie bins, overgrown hedges and pavement parking

These elements are city wide, and outside of LCCC's direct control. National campaigns like DfI's "Think before you park" are in place to address pavement parking.

All projects and proposals developed from the wayfinding plan will be consulted on further, once detailed designs have been developed. The proposals are also mindful that development coming forward at the Laganbank Quarter (see area marked on plan) is likely to deliver more substantial changes to the road network and major junctions.



Wayfinding - walkability proposals

Project 6 - Governor's Road and Chapel Hill

Chapel Hill

The walkability assessment found that pedestrian comfort along Governor's Road was lowered by the speed, number and sound of cars, as well as the lack of seating, activation and presence of people.

In addition to this, the current route is indirect, adding to the time and distance taken to walk between Lisburn Leisure Park and the city centre.

The following measures would be simple to deliver, while improving the experience of those walking towards town from the south, and from Lisburn Leisure Park.

1. Add a new crossing point to allow people to cross to the eastern side of the road, shortening the distance.
2. Explore the potential to create a pedestrian route through the Governor's Road car park, separated from vehicle traffic and providing a more direct route to Chapel Hill.
3. Consider the addition of lighting to this route, to encourage use in the evenings and help to direct people back to the city centre, or towards Lisburn Leisure Park in the evening.



Addresses strategic aim 1

Improve connections to link up areas of high footfall

Wayfinding - walkability proposals

Project 7 - Hillsborough Road junction

The qualitative walkability assessment identified activity, the volume, speed and sound of traffic, and a lack of seating as characteristics that reduced the walkability of the Hillsborough Road junction.

Without major change, these elements would be difficult to address. The following measures would be simple to deliver, while improving the experience of those walking towards town from the south, and from Lisburn Leisure Park.

1. Reduce the scale of the junction and humanise the space through the introduction of planting and the softening of edges.
2. Where possible, remove barriers and upgrade traffic lights to meet current standards and accessibility, for example including audio signal and rotating cones to pedestrian lights.
3. Treat the large concrete wall to the north east to enliven corner with no space for planting.
4. Examine possibility of off road route through council land.



Addresses strategic aim 1

Improve connections to link up areas of high footfall

Wayfinding - walkability proposals

Project 7 - Hillsborough Road junction



Existing condition: The junction has a large number of barriers, expanses of tarmac and blank wall



Precedent: planting in traffic islands



Precedent: Painted infrastructure wall enlivens a street

Wayfinding - walkability proposals

Project 8 - Union Bridge

In the qualitative walkability assessment, areas for improvement at Union Bridge included activation, seating, shelter, noise, vehicle speed and vehicle number. These qualities are difficult to alter, given the context.

Proposed changes to improve the experience of walking across the bridge therefore alter the perception of these elements.

1. Visual connection to the city centre would help pedestrians to understand their objective, and allow views to Castle Gardens, where they could stop, sit and rest.
2. The pavements are 3m wide, but could be widened further on the northern footway, allowing pedestrians more space and separation from vehicles. Improving the materials to this footway could also improve the experience.
3. The connection to the Lagan and the Island could be highlighted as a gateway to the Lagan Valley Regional Park.



1. Open up/maintain views to Castle Gardens

2. Widened pavement and upgraded surface

3. Threshold/gateway to the Lagan towpath

Addresses strategic aim 1
Improve connections to link up areas of high footfall

Wayfinding - walkability proposals

Project 9 - Laganbank Road junction

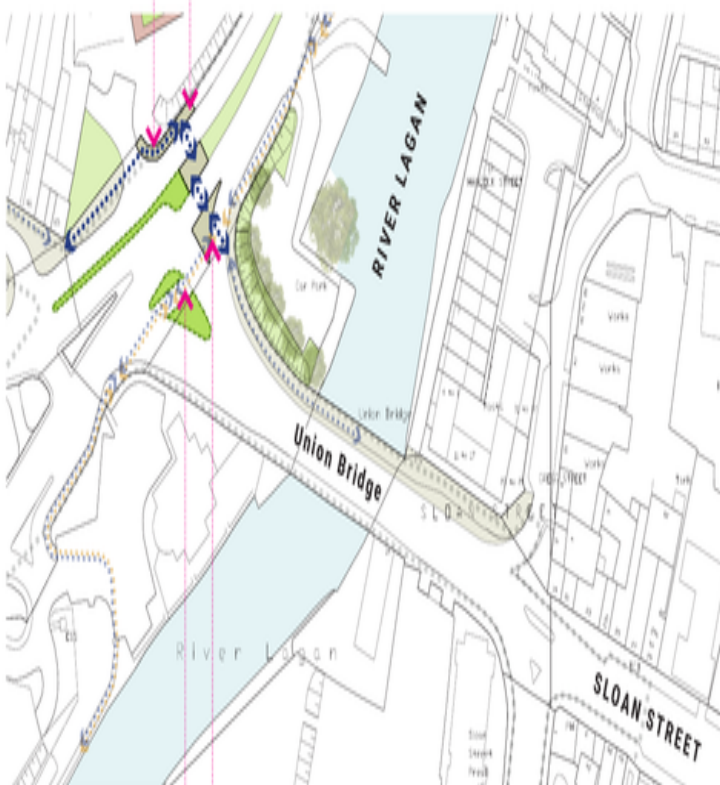
The walkability assessment for the Laganbank Road, Union Bridge and Queen's Road junction identified the lack of seating, shelter and activity as well as the noise, speed and number of vehicles as aspects of the junction that lowered its qualitative walkability. The junction sits between the areas of higher footfall east of the Lagan, along Sloan St and Young St, and the city centre.

The draft Laganbank Quarter Development Scheme has highlighted the junction as an area for improvement, and major reconfiguration including potential reduction in size. The following proposals suggest smaller measures that could improve the junction in the short to medium term.

1. Promote a single route up to Bridge Street from the northern side of Union Bridge
2. Surface upgrades to areas on this route, connecting existing areas of natural stone paving
3. Removal of visual clutter e.g. railings where possible, and replacement with planting where possible
4. Cycling conflict avoidance - removal of shared paths at crossings, or creation of toucan crossings at junction.

1. Route continues from northern side of Union Bridge to Bridge St public realm

2. Surface upgrades highlight route and connect existing high quality public realm



3. Potential to remove railings and introduce planting

4. Opportunity to clarify cycle route and introduce crossing measures where appropriate

Addresses strategic aim 1

Improve connections to link up areas of high footfall

Wayfinding - walkability proposals

Project 10 - Castle Gardens

Castle Gardens is the largest green space in central Lisburn. Key pedestrian routes surround it, but current levels of use suggest that people do not use it as a means of navigating the city. If it could become part of the network, it would increase time in high quality green space for residents and visitors to Lisburn.

Walkability analysis highlighted the strengths of the gardens:

- High quality, well maintained green space
- Views over the city with high quality built heritage
- Proximity to the city centre and pedestrian network

Areas the walkability analysis identified for improvement were:

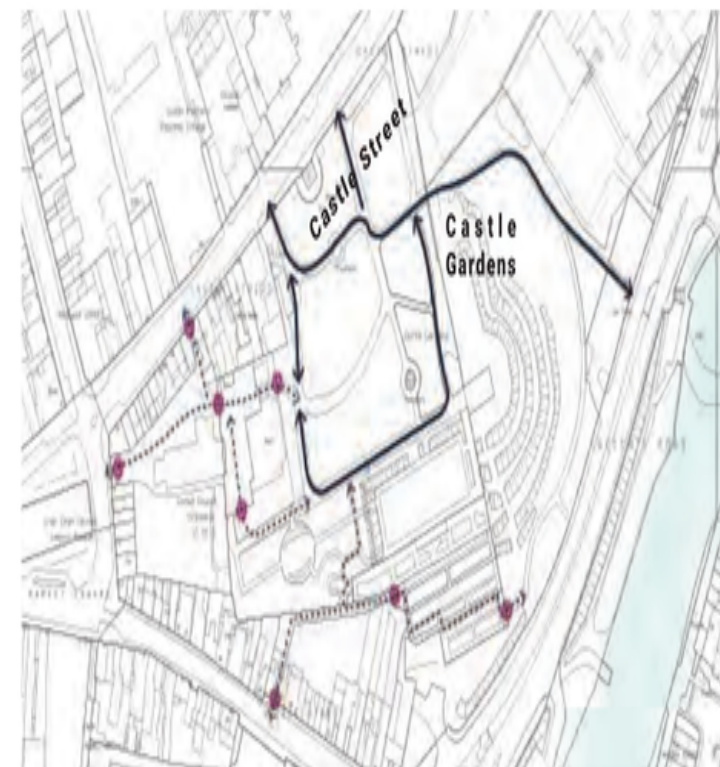
- Lighting (also identified through consultation as a deterrent - only a single path is lit, affecting feelings of safety)
- Activation and presence of people
- Gradient

In addition to the findings of the walkability analysis, the following issues with connection through the Gardens were found:

- lack of connection through the Cathedral
- gates locked at night

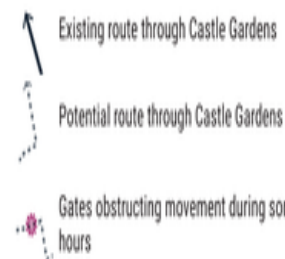
Addresses strategic aim 2

Increase the footfall in current low use, but walkable areas



By addressing these barriers, Castle Gardens could:

- Become a component of more routes round the city
- Become a place to "drop in" for some time in green space



Wayfinding - walkability proposals

Project 11 - Lagan towpath

Anecdotal evidence suggests that the low footfall along the Lagan towpath is due to lack of knowledge of how close to the city centre it is, the well built path and accessible gradients. This can be addressed through the orientation proposals.

However, the walkability analysis identified a small number of characteristics which reduced the comfort of the Lagan towpath for users.

1. Lighting

Low level bollard lighting would allow routes along the Lagan to be used and to make it feel safer. To avoid effects on ecology, lighting can be idled to muted, rising to full power when infrared sensors detect people and a need for higher levels of lighting.

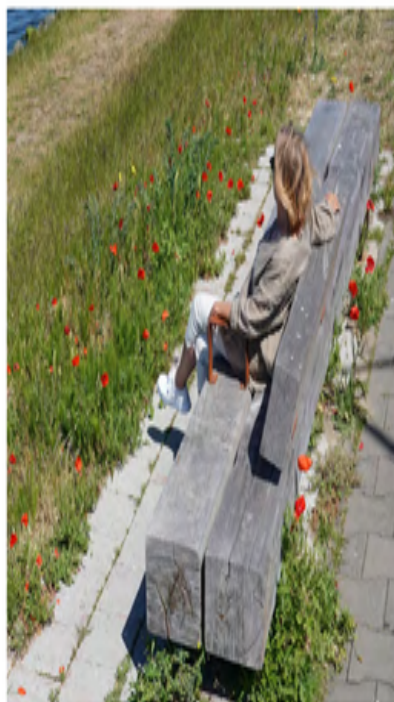
2. Seating

There are currently few seats along the Lagan, limiting the options for people to linger and spend time in nature, as well as reducing its suitability for older or less mobile people who need opportunities to rest.

The introduction of simple, robust seating with back and arm rests at intervals along the Lagan would increase dwell time and the range of demographics who frequent the towpath.

3. The small presence of people could make more vulnerable users feel less safe, and able to access the tranquillity of the Lagan. Orientation proposals and the other measures suggested here should increase footfall, and address this concern.

The 2019 Lisburn Masterplan proposed measures such as cycle hire and cafés along the towpath. While outside the scope of these proposals, this type of activation along the river would also help to bring more people to the path, helping to combat the sense of isolation and anti-social behaviour identified during public consultation.



Addresses strategic aim 2

Increase the footfall in current low use, but walkable areas

City Centre Wayfinding Action Plan

Projects

The eleven projects developed from the analysis aim to meet the strategic aims developed to improved wayfinding, and thereby increase active travel, orientation and walkability in Lisburn. These are to connect up areas of high footfall through orientation and more walkable streets, and to increase footfall in walkable areas that currently receive low footfall.

The 11 walkability projects are:

Orientation

1. Additional Signage - City Centre
2. Signs from residential areas
3. Signs to Lagan Valley Regional Park
4. Streamlining and removal of clutter
5. Temporary launch scheme signage

Walkability

6. Governor's Road and Chapel Hill
7. Hillsborough Road Junction
8. Union Bridge
9. Laganbank Road Junction
10. Castle Gardens
11. Lagan Towpath

This action plan sets out for each project its

- aims and targeted outcomes
- delivery stages
- priority to achieving the strategic aims (1-3, where 1 is most important)
- timeframe for delivery
- project partners
- any other comments
- cost

Estimated costs are provided within bands as below.

Cost band 1	Less than £100,000
Cost band 2	£100,000-£400,000
Cost band 3	£400,000 and above

Action Plan - Orientation projects

Ref	Project Title	Description	Aims	Delivery stages
1	City Centre signage	Additional narrow totems and fingerposts positioned around the city centre, signposting key destinations, including public toilets. Walking times and distances, and NavILens QR codes for inclusivity. Refer to pages 18-21 and 26.	Orientation and wayfinding, promotion of active travel rather than private vehicle use.	<ol style="list-style-type: none"> 1. Assessment and design 2. Scoping and feasibility 3. Text for totems and NavILens readouts to be developed 4. Consultation on finalised proposal (including access groups) 5. Detailed design, approvals and licencing 6. Tender process 7. Construction
2	Residential area signage	Fingerposts on key routes from residential areas around the city centre. Refer to pages 22-23 and 26.	Highlighting of short walking times and convenience, reduction of car use.	<ol style="list-style-type: none"> 1. Review of locations, finalisation of design 2. Scoping and feasibility 3. Consultation on finalised proposal (including access groups) 4. Detailed design, approvals and licencing 5. Tender process 6. Construction
3	Signs to Lagan towpath	Fingerposts at access points to the Lagan towpath. Refer to pages 24-26.	Promotion of Lagan towpath as a green space and walking/wheeling/cycling corridor for active travel.	<ol style="list-style-type: none"> 1. Review of locations, finalisation of design (streamlined by work on city centre suite). 2. Consultation on finalised proposal (including access groups) 3. Detailed design, approvals and licencing 4. Tender process 5. Construction
4	Streamlining and removal of signage clutter	Identification and removal of surplus signage. Refer to page 27.	Clarity of signage and visual identity	<ol style="list-style-type: none"> 1. Audit of existing signage (hardware and information conveyed) 2. Identification of owners (if not LCCC) 3. Permissions for removal 4. Tender (if not carried out in house by LCCC) 5. Implementation
5	Temporary launch scheme pavement and other graphics	Temporary graphics to launch installation of wayfinding hardware to promote shift to active travel. Refer to page 28.	Promotion of active travel and raised awareness of signage and available information on walking times.	<ol style="list-style-type: none"> 1. Identification of proposals and design 2. Consultation on finalised proposal (including access groups) 3. Detailed design, approvals and licencing 4. Tender process 5. Construction

Ref	Project Title	Priority	Cost	Timeframe	Project Partners	Comments
1	City Centre signage	1	2*	0-2 years	Department for Communities (funding) Department for Infrastructure (licensing and land ownership)	Interdependency with signage audit and clutter removal (Project 4). If streamlining process requires additional information to be included on this signage, it should be identified during design stages.
2	Residential area signage	1	1	0-5 years	Department for Infrastructure (licensing and land ownership) Potential funding partner	Potential to encourage reduction in short distance, walkable/wheelable car journeys and promotion of active travel. Interdependency with Lisburn and Castlereagh Car Park Strategy (September 2019) to make walking more attractive to local people.
3	Signs to Lagan towpath	1	1	0-5 years	Department for Infrastructure (licensing and land ownership) Potential funding partner	Potential to encourage reduction in short distance, walkable/wheelable car journeys and promotion of active travel, as well as the use of green space. Interdependency with Lisburn and Castlereagh Car Park Strategy (September 2019) to make walking more attractive to local people.
4	Streamlining and removal of signage clutter	1	1	0-2 years	Department for Infrastructure LCCC Other land/signage owners to be identified	Signage audit should take place before the design of locations and content for city centre signage (Project 1) so that any content/information on existing signs can be consolidated onto new signage. Audit may also be required for projects 2 and 3.
5	Temporary launch scheme pavement and other graphics	2	1	0-2 years	Department for Infrastructure (licensing and land ownership)	Alternative launch/promotional options could be considered, or delivered in conjunction with this element.

Action Plan - Walkability projects

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Ref	Project Title	Description	Aims	Delivery stages
6	Governor's Road and Chapel Hill	Suite of measures to improve pedestrian comfort on Governor's Road and Chapel Hill: 1. Additional crossing point 2. Pedestrian route off main road 3. Lighting scheme Refer to page 32.	More walkable connection between Lisburn Leisure Park and the city centre	1. Confirm scope and feasibility 2. Liaison with DfI Roads regarding design 3. Consultation on finalised proposal (including access groups) 4. Detailed design, approvals and licencing 5. Tender process 6. Construction
7	Hillsborough Road junction	Measures to improve pedestrian comfort: 1. Introduction of planting to traffic islands 2. Removal of barriers (where possible), upgrade of traffic lights to meet current access standards 3. Graphic/painted treatment to large wall to north east corner 4. Potential off road walking/wheeling route through council land to north west. Refer to page 33.	Better connection between city centre, Lagan Valley Hospital and residential area	1. Confirm scope and feasibility 2. Liaison with DfI Roads regarding design 3. Consultation on finalised proposal (including access groups) 4. Detailed design, approvals and licencing 5. Tender process 6. Construction
8	Union Bridge	Measures to improve pedestrian comfort: 1. Improved visual connection to Castle Gardens 2. Widening and resurfacing of footway 3. Highlighting route to the south bank of the Lagan, and the Island	Improving connections to link up areas of higher footfall either side of the Union Bridge	1. Confirm scope and feasibility 2. Liaison with DfI Roads regarding design 3. Consultation on finalised proposal (including access groups) 4. Detailed design, approvals and licencing 5. Tender process 6. Construction
9	Laganbank Road junction	Measures to improve pedestrian comfort: 1. Surface upgrades on pedestrian route 2. Remove visual clutter where possible 3. Address pedestrian and cycle pinch points through toucan crossings and widening	Improving connection between Union Bridge and Bridge St	1. Confirm scope and feasibility 2. Liaison with DfI Roads regarding design 3. Consultation on finalised proposal (including access groups) 4. Detailed design, approvals and licencing 5. Tender process 6. Construction

Ref	Project Title	Priority	Cost	Timeframe	Project Partners	Comments
6	Governor's Road and Chapel Hill	3	2	0-5years	Department for Infrastructure LCCC	The crossing point could be delivered alone, or in combination with the pedestrian route and lighting.
7	Hillsborough Road junction	2	1	0-5 years	Department for Infrastructure LCCC	Individual elements could be delivered in shorter timescales
8	Union Bridge	3	2	0-10 years	Department for Infrastructure LCCC	Potential to deliver some improvements as part of Laganbank Quarter Development Scheme
9	Laganbank Road junction	2	1	0-5 years	Department for Infrastructure LCCC	

Action Plan - Walkability projects

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Ref	Project Title	Description	Aims	Delivery stages
10	Castle Gardens	Measures to improve perception of comfort and safety in Castle Gardens, and extend use into the evening.	Increase residents' and visitors' dwell time in green space and promote use as part of walking routes across the city	<ol style="list-style-type: none"> 1. Engage to understand options to keep more gates open longer 2. Examine potential to increase lighting in the Gardens to extend use without affecting ecology 3. Look at other options to increase dwell time and comfort e.g. benches along steep sections to allow resting
11	Lagan towpath	Measures to increase perception and comfort of safety and increase use of the Lagan towpath. <ol style="list-style-type: none"> 1. Low level lighting 2. Additional seating 	Increase residents' and visitors' dwell time in green space and promote use as part of walking routes across the city	<ol style="list-style-type: none"> 1. Scoping and feasibility 2. Liaison with ecologists, neighbours and access groups 3. Detailed design and approvals 4. Tender process 5. Construction

Ref	Project Title	Priority	Cost	Timeframe	Project Partners	Comments
10	Castle Gardens	1	1	0-2 years	LCCC Parks and Leisure	
11	Lagan towpath	1	1	0-2 years		Signage proposals to increase footfall will also help with feelings of safety

Bibliography

- The draft Plan Strategy of the LCCC Local Development Plan
https://www.lisburncastlereagh.gov.uk/uploads/general/Part_1_internet_23MB.pdf
- Lisburn City Centre Masterplan 2019-2023
- LCCC Development Plan: Position Paper 12: Open Space, Sport & Outdoor Recreation (Nov. 2019)
- Lisburn and Castlereagh Tourism Strategy 2018-2022
- LCCC Laganbank Quarter Development Plan (2015)
- LCCC Car Parking Strategy for Lisburn (2019)
- LCCC Open Space Strategy 2020-2025
- Lisburn and Castlereagh Community Plan 2017/2032
- Lisburn City Council Lisburn's Lagan Corridor: Strategic Framework (2003)
- 2016 Northern Ireland Greenways Strategy
- 2015 Belfast Metropolitan Area Plan
- IMTAC - A new approach to travel, our streets and our places (July 2022)
- Department for Transport Manual for Streets (2007, 2010)



Committee:	Regeneration & Growth
Date:	2 May 2024
Report from:	Head of Economic Development

Item for:	Noting	
Subject:	Recent Tourism Familiarisation Trip – Interim Evaluation	
1.0	<p><u>Background</u></p> <ol style="list-style-type: none"> 1. The theme for the Westminster Business Showcase and Networking Event on 5 - 6 September last year was ‘economic opportunities around Royal Hillsborough and the wider tourism and hospitality sector across Lisburn and Castlereagh’. 2. A presentation was provided to senior stakeholders in the tourism sector during the two-day visit. 3. An outcome from the presentation at the stakeholder engagement event was a proposed familiarisation visit for GB and ROI based tour operators and senior tourism representatives with a draft itinerary presented to the January Regeneration and Growth Committee for information. <p><u>Key Issues</u></p> <ol style="list-style-type: none"> 1. A two-day familiarisation trip was arranged for 5-7 February with ten representatives confirmed across eight tour operators from GB and ROI. 2. Attached (see Appendix) is the evaluation of the successful tour operator familiarisation trip. 3. Officers will continue to liaise with those tour operators that attended the two-day familiarisation trip to ensure the best return for the Council area’s tourism and hospitality sector. Much of the work of the tour operators is for shaping their promotions for 2025 onwards, although some bookings have already been received for 2024 for Hillsborough Castle and Hinch Distillery. 	
2.0	<p><u>Recommendation</u></p> <p>It is recommended that the Committee notes the positive evaluation report on the tour operator familiarisation trip staged over 5-7th February 2024.</p>	
3.0	<p><u>Finance and Resource Implications</u></p> <p>The budget for the initiative was covered from existing Tourism Development budgets.</p>	
4.0	<p><u>Equality/Good Relations and Rural Needs Impact Assessments</u></p>	
4.1	Has an equality and good relations screening been carried out?	Yes

4.2	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out</p> <p>Screening has concluded that there is no need to carry out a full equality impact assessment as no negative impacts have been identified for any group.</p>	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	Yes
4.4	<p>Brief summary of the key issues identified and proposed mitigating actions <u>or</u> rationale why the screening was not carried out.</p> <p>The Fam Trip is an initiative with the aim of enticing more Tour Operators to include the LCCC area in their programmes of tours for groups and individuals. This programme will assist in redressing the current imbalance of tourism dwell time in rural and urban areas.</p>	

Appendices:	Appendix 4 - Evaluation of Tour Operator Familiarisation Trip, 5-7 February
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Tour Operator Familiarisation Trip

5-7 February 2024

Evaluation

Background

An outcome of the Westminster Business Showcase and Networking Event last September was a proposed familiarisation visit for Great Britain and Republic of Ireland tour operators and senior tourism representatives.

This familiarisation trip was arranged with the purpose of presenting the Council's tourism offering to incoming tour operators. The expected outcome is that the tour operators will have more insight into what's on offer and include this area in upcoming tours as well as recommend it to individual and smaller group tours.

With the assistance of Visit Belfast, twenty tour operators from Great Britain and Republic of Ireland were invited to join the Council for two days. Eight operators took up the offer with ten people in total joining the tour.

Tour Operators represented included:-

Tour Operator	Focus	Location
Adams & Butler	Luxury travel company for large & small groups.	ROI
Specialized Travel Services	Provides ground services to international cruise ships and offers coach tours for large & small groups.	ROI
Excursions Ireland	Inbound travel service providing ground services to international cruise ships and some coach tours.	ROI
Abbey Group	Offers package tours to large and small groups.	ROI
Eurowelcome	Destination Management Company specialising in UK and Ireland with focus on leisure and luxury.	UK
Jac Travel	Focus on high end luxury and immersive off the beaten track experiences.	UK
Miki Travel	Offers package tours for large and small groups. High focus on garden tours.	UK
Newmarket Holidays	Offers package tours for large and small groups.	UK

Itinerary

Tuesday 6 February

- Hillsborough Fort Guard tour of Royal Hillsborough Village,
- Visit to Hillsborough Parish Church and Hillsborough Fort,
- Lisburn City Centre - tour of the Irish Linen Museum and Lisburn Museum, Lisburn Castle Gardens, and Guess How Much I Love You walking trail,
- Hinch Distillery,
- Larchfield Estate,
- The Parson's Nose.

Wednesday 7 February

- Hillsborough Castle,
- Ulster Aviation Society,
- Haslem Hotel,
- Hilden Brewery.

Representatives from Visit Belfast, Tourism NI, NI Tourism Alliance, the Right Worshipful the Mayor, Chair and Vice Chair of Regeneration and Growth Committee, and other Committee members, Officers of LCCC were all part of the two-day itinerary at some point.

Feedback from the tour operators:-

- *"Found the Fort Guard most appealing"*
- *"Arthur's was a beautiful guest house/hotel. The service and facilities 10 out of 10"*
- *"The Irish Linen Museum were brilliant cultural and heritage attributes to the trip"*
- *"I also really enjoyed Hinch Distillery even as a whiskey novice. The tour guide Becky was very nice and made the experience more enjoyable."*
- *"My favourite attraction on the FAM trip was Hillsborough Castle. I loved this tour for the venue it is but also the tour guide Alan really sold it!"*
- *"Some tours overlapped with the facts which actually made it more enjoyable as you could make connections with the area."*
- *"The Ulster Aviation Society was really enjoyable".*

Conclusion

This was a very successful familiarisation trip with all tour operators impressed with what is on offer in the Council area. Some were unaware of the city's close proximity to Belfast and how diverse the tourism product is in Lisburn and Castlereagh.

To date, some group bookings have been made for this year with Hillsborough Castle and Hinch Distillery. One tour operator has included Hillsborough Castle in their tour series for 2025. All those proprietors who were visited have agreed to keep Tourism Officers in LCCC abreast of any bookings they get from the tour operators.

The tourism team will continue to measure any bookings made by the tour operators; however, it should be noted that most tour operators work one to two years in advance so it is not expected that there will be a significant return on investment until at least 2025.



Committee:	Regeneration & Growth
Date:	2 May 2024
Report from:	Director of Regeneration and Growth

Item for:	Decision
Subject:	Rescheduling of June Regeneration and Growth Committee
1.0	<p><u>Background</u></p> <ol style="list-style-type: none"> The regular scheduled monthly Regeneration and Growth Committee coincides with the Council's proposed D-Day celebrations in June. In liaison with Members' Services and the Directors the following options have been explored: <ul style="list-style-type: none"> Retain the existing date of Thursday 6 June at 6pm Reschedule to Monday 3 June at 6.30pm following the Planning Committee Reschedule to Tuesday 4 June at 7.30pm following Communities and Wellbeing Committee. Reschedule to Wednesday 5 June at 7.30pm following Environmental and Sustainability Committee. The Council's AGM is scheduled for Friday 7 June. <p><u>Key Issues</u></p> <ol style="list-style-type: none"> Given the extent of the D-Day celebrations and an understanding that many Members may wish to attend these there is a risk that to continue with the Committee on 6 June that we may not achieve a quorum. Consequently, Members are asked to consider whether they wish to retain the scheduled date or to reschedule the Regeneration and Growth Committee. Within the Standing Orders the determination of date and time of Committee is for the Committee to determine. Thus, to alter the commencing times of the other Committees requires agreement across both Committee memberships. The Environmental and Sustainability Committee considered the option of altering their commencement time last evening to allow an earlier commencement time of the Regeneration and Growth Committee but it was resolved to retain their established schedule. If it is decided to reschedule the Committee, having evaluated the options for the Committee week, the only viable option is Wednesday 5 June 2024 at 7.30pm post the Environmental and Sustainability Committee. This allows for continuity of business of the other Committees.

2.0	<u>Recommendation</u>	
	It is recommended that the Committee considers and agrees whether they wish to retain the existing scheduled date or reschedule the June Regeneration and Growth Committee to Wednesday, 5 June 2024 at 7.30pm.	
3.0	<u>Finance and Resource Implications</u>	
	No additional resource implications.	
4.0	<u>Equality/Good Relations and Rural Needs Impact Assessments</u>	
4.1	Has an equality and good relations screening been carried out?	N/A
4.2	Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out	
4.3	Has a Rural Needs Impact Assessment (RNIA) been completed?	N/A
4.4	Brief summary of the key issues identified and proposed mitigating actions or rationale why the screening was not carried out.	

Appendices:	N/A
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