



August 13th, 2021

Notice Of Meeting

You are requested to attend the meeting to be held on **Monday, 16th August 2021** at **6:00 pm** in **Mourne Room, Downshire Civic Centre.**

Chairperson Councillor McKevitt

Vice Chairperson Councillor Casey

Councillor Finnegan

Councillor Gallagher

Councillor Harte

Councillor Lewis

Councillor Malone

Councillor McEvoy

Councillor McMurray

Councillor O'Hare

Councillor Ó'Muirí

Councillor Sharvin

Councillor Tinnelly

Councillor Trainor


Councillor Walker

Agenda

1.0 Introduction and Apologies

2.0 Declarations of Interest

3.0 Action Sheet arising from AHC Committee meeting held on 21 June 2021

 *Action Sheet 21 June 2021 (002).pdf*

Page 1

Notices of Motion

4.0 Notice of Motion – Defibrillators

 *Defib report AHC 2021.pdf*

Page 14

 *Circuit-Instructions.pdf*

Page 17

 *AED Maps.pdf*

Page 29

Community Engagement

5.0 Approval for Dorsey Community Association to erect a polytunnel on the grounds of the Community Centre

 *Polytunnel at Dorsey Community Centre - August 2021.pdf*

Page 35

6.0 Adoption of Table Tennis Hire Charge for NMDDC Community Centres

 *Report Table Tennis Hire Charge.pdf*

Page 37

7.0 Community Coordination Hub (CCH) Update Report

 *CCH Update Report for August AHC Committee 2021.pdf*

Page 40

 *CCH Meeting minutes - 30 June 2021 final.pdf*

Page 42








8.0 District Electoral Area (DEA) Forums Update Report

 *DEA Fora Update Report for August AHC Committee 2021 (002).pdf*



Page 46

 *Appendix 1- DEA Fora Update August 2021 (002).pdf*

Page 49

 <i>Action Sheet Crotlieve DEA Private Forum Meeting June 2021.pdf</i>	<i>Page 51</i>
 <i>Action Sheet 160621 Rowallane.pdf</i>	<i>Page 55</i>
 <i>Newry DEA Forum Action Sheet - 17 June 2021.pdf</i>	<i>Page 58</i>
 <i>Slieve Croob DEA Action Sheet Tuesday 22nd June 2021 (002).pdf</i>	<i>Page 60</i>
 <i>Slieve Gullion DEA 3 August Action Sheet.pdf</i>	<i>Page 63</i>
 <i>Action Sheet 030821 Rowallane.pdf</i>	<i>Page 67</i>
 <i>Action Sheet Mourne DEA Special Meeting 2 August 2021.pdf</i>	<i>Page 70</i>






9.0 Service level agreement for use of changing rooms within Dan Rice Hall Drumaness by Drumaness Cricket Club

 <i>AHC Report use of changing rooms v1 (003).pdf</i>	<i>Page 73</i>
 <i>Copy of Appendix 1 Outdoor Leisure Hire Charges.pdf</i>	<i>Page 76</i>

10.0 Update report on the provision of logistical support for Events

 <i>AHC Logistical Support Aug 21.pdf</i>	<i>Page 78</i>
--	----------------

11.0 SLA with Southern Regional College and South Eastern Regional College

 <i>SLA SRC and SERC aug 2021.pdf</i>	<i>Page 81</i>
 <i>SLA SRC FINAL.pdf</i>	<i>Page 84</i>
 <i>DSA for SRC_.pdf</i>	<i>Page 91</i>
 <i>DSA for SERC (NMDDC)_.pdf</i>	<i>Page 109</i>
 <i>SLA SERC FINAL.pdf</i>	<i>Page 128</i>

Community Planning and Well-being

12.0 Youth Voice; Newry, Mourne and Down

 <i>Youth Voice Report - AB.pdf</i>	<i>Page 135</i>
--	-----------------

Health & Wellbeing

13.0 Memorandum of Understanding (MoU) on the enforcement of regulatory checks on poultry meat, beef and veal and eggs by the NI District Councils on behalf of the Department of Agriculture, Environment and Rural Affairs

 *DAERA MOU.pdf* *Page 145*


 *Appendix 1 - DAERA and District Councils Memorandum of Understanding 1 July 2021.pdf* *Page 148*

14.0 Consultation from DAERA - Calls for evidence & views on Climate Change Bill

 *DAERA Call for Evidence Climate Bill.pdf* *Page 167*

 *Appendix 1 - NMDDC Response Call for Evidence Climate Change Bill July 2021.pdf* *Page 170*

15.0 Consultation from DAERA – Carrier Bag Levy Consultation

 *Carrier Bag Levy DAERA Consultation.pdf* *Page 195*

 *Appendix 1 - NMDDC Response Carrier Bag Levy July 2021.pdf* *Page 198*

16.0 Service Level Agreement in relation to the Affordable Warmth Scheme

 *Affordable Warmth SLA.pdf* *Not included*

 *Appendix 1 - Affordable Warmth Scheme INTERIM SLA - 2021 (002).pdf* *Not included*

Leisure and Sports

17.0 Notice of Motion – Discounted Use of Council Facilities for NHS Workers

Further report as requested at Council Meeting held on 5th July 2021

 *AHC - Notice of Motion - Discounted Use of Council facilities for NHS Workers.pdf* *Not included*

 *Appendix 1 Revised Corporate Membership Scheme.PDF* *Not included*

For Noting - Community Engagement

18.0 Newry Neighbourhood Renewal Partnership (NRP) Report

 *Newry NRP Report for August 2021 AHC Committee.pdf* *Not included*


 *Appendix 1 - NRP meeting 12 may 21.pdf* *Not included*


19.0 Policing & Community Safety Partnership (PCSP) Report

 *PCSP Report for August AHC meeting.pdf* *Not included*

 *Appendix 1 - PCSP Committee Minutes - 25 May 2021.pdf* *Not included*

20.0 Peace IV Local Action Plan

 *Peace Report AHC August 2021.pdf* *Not included*

 *PEACE IV Partnership Meeting minutes 06 May 2021.pdf* *Not included*

21.0 Social Investment Fund – Capital

 *SIF report AHC August.pdf* *Not included*


 *2 SIF minutes 24 May 2021.pdf* *Not included*

22.0 Updated report on the Re-opening of Community Facilities

 *Update of the reopening of Community Facilities Aug 21.pdf* *Not included*

For Noting - Health & Wellbeing

23.0 Drinking Water Quality Report for Northern Ireland 2020 (Northern Ireland Water)

 *AHC AUG21 Drinking Water Report.pdf* *Not included*

 *2020 Newry Mourne and Down District Council.pdf* *Not included*




24.0 INTERREG FASTER Project - Potential EV Charge Point Locations

 *FASTER Project Potential EV Charge Point Locations.pdf* *Not included*

 *Appendix 1 - NMD Potential Charge Point Locations for consideration by FASTER Project Team.pdf* *Not included*

For Noting





25.0 Housing Supply Strategy Call for Evidence 2021

- | | |
|---|---------------------|
|  <i>Report NMDDC response Housing Supply Strategy Call for Evidence 2021.pdf</i> | <i>Not included</i> |
|  <i>Appendix 1 - MNDDC reponse to the DfC Call for evidence on a Housing Supply Strategy 2021- response vFinal.pdf</i> | <i>Not included</i> |
|  <i>Background Doc 1 dfc-housing-supply-strategy-call-for-evidence (1).pdf</i> | <i>Not included</i> |

Items deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (NI) 2014

26.0 Financial Assistance

This item is deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 - information relating to the financial or business affairs of any particular person (including the Council holding that information) - and the public may, by resolution, be excluded during this item of business.

- | | |
|--|---------------------|
|  <i>FA report August.pdf</i> | <i>Not included</i> |
|  <i>Covid Transition Fund FA call 3 2021-22 appendix.pdf</i> | <i>Not included</i> |
|  <i>Community Capital Grant FA call 3 2021-22 appendix.pdf</i> | <i>Not included</i> |
|  <i>Christmas Illuminations Fund FA call 3 2021-22 appendix.pdf</i> | <i>Not included</i> |

27.0 Approval for Surestart South Armagh to rent office space for 1 year at Bessbrook Community Centre

This item is deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 - information relating to the financial or business affairs of any particular person (including the Council holding that information) - and the public may, by resolution, be excluded during this item of business.

- | | |
|---|---------------------|
|  <i>AHC report - Surestart annual rental at Bessbrook CC - August 2021.pdf</i> | <i>Not included</i> |
|---|---------------------|

28.0 Licence agreement with Cosy Corner Playgroup at Crossmaglen Community Centre

This item is deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 - information relating to the financial or business affairs of any particular person (including the Council holding that information) - and the public may, by resolution, be excluded during this item of business.

- | | |
|---|---------------------|
|  <i>AHC Report 16 August 21 - Cosy Corner Playgroup rent valuation.pdf</i> | <i>Not included</i> |
|---|---------------------|

29.0 Lease Arrangements - Land at Hilltown Youth Club.

This item is deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 - information relating to the financial or business affairs of any particular person (including the Council holding that information) - and the public may, by resolution, be excluded during this item of business.

 **AHC - Lease Arrangements - Land at Hilltown Youth Club Aug 2021.pdf** **Not included**

 **Appendix 1 - Land Map Hilltown.pdf** **Not included**

30.0 Upgrade Works, McParland Park Newry

This item is deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 - information relating to the financial or business affairs of any particular person (including the Council holding that information) - and the public may, by resolution, be excluded during this item of business.


 **AHC - Upgrade Works McParland Park Newry Aug 2021.pdf** **Not included**

 **Appendix 1 McParland Park Play Audit.pdf** **Not included**

 **Appendix 2 McParland Park Business Case.pdf** **Not included**

31.0 Kilkeel Leisure Centre – Capital project

This item is deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 - information relating to the financial or business affairs of any particular person (including the Council holding that information) - and the public may, by resolution, be excluded during this item of business.

 **AHC - Kilkeel Leisure Centre Capital Project.pdf** **Not included**

 **Appendix 1 KLC Business Case.pdf** **Not included**

32.0 Business Case - Minor works scheme at Cloughreagh Community Centre

This item is deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 - information relating to the financial or business affairs of any particular person (including the Council holding that information) - and the public may, by resolution, be excluded during this item of business.

 **AHC report Business case minor works scheme at Cloughreagh CC - August 2021.pdf** **Not included**

 **Business Case - Minor works scheme for Cloughreagh CC - AUGUST 2021.pdf** **Not included**

33.0 Leasing of Council Land and Facilities - Expressions of Interest

This item is deemed to be exempt under paragraph 3 of Part 1 of Schedule 6 of the Local Government Act (Northern Ireland) 2014 - information relating to the financial or business affairs of any particular person (including the Council holding that information) - and the public may, by resolution, be excluded during this item of business.

📄 ***AHC - Leasing of Council Land and Facilities - Expressions of Interest August 2021.pdf***

Not included

ACTIONS OUTSTANDING FROM PREVIOUS ACTIVE & HEALTHY COMMUNITIES MEETINGS

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/120/2019	Application to DfC: New Model Farm Community Centre proposal, Downpatrick	It was agreed to accept the following recommendations: • that the Committee agree to proceed with an application to DfC for a replacement facility for the Trojan Horse, Downpatrick. Including the development of a business case, design proposals and submission of a planning application.	K Hynds	Ongoing. Funding application to be completed by NHR Officer & CDCN for submission to DfC. Project meetings ongoing.	N
AHC/148/2019	Healthy Vending Machines in Leisure Centres	It was agreed to note that when clear guidance on minimum nutritional standards (MNS) for Council Catering Outlets and Vending is established, a future report will be brought back to Active and Healthy Communities Committee regarding the potential implementation of these standards.	P Tamati	Tender to be progressed, however, held until full re-opening of Leisure.	N
AHC/206/2019	Adoption of Suicide Down to Zero	It was agreed that: Council formally adopt the approach and aspiration of Suicide Down to Zero. A suitable launch and media statement to be prepared for Council Chairperson. An amount of £10,000 is allocated to a Mental Health and Suicide Prevention Small Grants Scheme administered through a Financial call subject to the estimates process. A working group involving the Council, the Southern and South Eastern Health Trusts and local relevant Voluntary Organisations is created to examine ways of attaining the goal of zero suicides across the District.	E Devlin	Ongoing Virtual Suicide prevention awareness training to be offered to all members in Feb/March	N
AHC/4/2020	Overflow Car Park at Donard Park	It was agreed to proceed: with 'winter arrangements' for the unofficial overflow car park at Donard Park to remain in	P Tamati	Planning application submitted Jan 2021, ongoing.	N

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
		<p>place until Easter 2020 as per historical arrangement.</p> <p>Winter arrangements – closed from the 1st November to Easter 2020 (10th April)</p> <p>If a budget became available in the interim, the opening of the overflow car park could be brought forward on busy days prior to Easter 2020.</p> <p>The proposed establishment of an official and permanent overflow car parking arrangements at Donard Park as per appendix 1. and commit £250k to Council Capital Programme.</p> <p>Following such approval, a detailed capital proposal will be brought back to Committee for further consideration.</p>			
AHC/6/2020	Annual Licence Agreement with Communities Facilities	It was agreed to replace existing tenancy arrangements within Council Community Facilities to updated Licence Agreements.	J Hillen	Ongoing - Updated valuations being sought by Legal Dept	N
AHC/99/2020	Development of a walking/cycling strategy.	It was agreed to approve Council Officers examining the development of a Walking and Cycling Strategy for the District.	E Devlin	ongoing	N

AHC/163/2020	Public Health Agency – Leading the Way Programme Pilot	To approve the development of a Service Level Agreement with the Public Health Agency to deliver a pilot Active Travel programme based on the 'Leading The Way' programme.	E Devlin	Ongoing	N
AHC/014/2021	Disability Access onto Newcastle Beach	It was agreed to officers explore options for accessibility onto Newcastle Beach. It was agreed to note that the disabled toilet facilities were currently not suitable to accommodate a large changing table and therefore would not be suitable for disabled beach access facilities similar to Cranfield. The Council was currently developing a Public Toilet Strategy which would be brought to the Neighbourhood Services Committee for consideration in the Spring.	M Lipsett	Report to AHC – Feb 2021 Ongoing	N

AHC/028/2021	Service Level Agreement with Southern Regional College and South Eastern Regional College	It was agreed to develop a three-year service level agreement with both the Southern Regional College and South Eastern Regional College to progress & manage recreational/accredited training programmes to be facilitated in Council Community Facilities.	J Hillen	Report to AHC - August 2021	N
AHC/073/2021	Community allotments at Meigh Community Centre	It was agreed to permit Meigh Community Association to use vacant land beside the playpark at Meigh Community Centre and that this proposal is built into the groups Facilities Management Agreement with Council.	J Hillen	Ongoing	N
AHC/075/2021	Cycle Hub, Down Leisure Centre/Dunleath Park	It was agreed for the following: 1. To establish a cycle hub at Downpatrick Leisure Centre/Dunleath Park in partnership with Cycling Ireland. 2. That Council enter into a license agreement and memorandum of understanding with Cycling Ireland and officers agree the detail of this in conjunction with Councils legal team.	P Tamati	Ongoing	N
AHC/076/2021	Council Pitches being used for training purposes	It was agreed that Council contact the local sports clubs affected in the South Down area to make arrangements for the use of these pitches for training by youth teams and examine the Council policy with a view to having it updated to allow training.	P Tamati	Restricted arrangements for training on council grass pitches now in place.	Y

ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014

AHC/036/2020	Threeways Community Centre – Refurbishment of Ropework Pitch	It was agreed to: Incorporate the legacy Service Level Agreement into the current Facility Management Agreement for Threeways Community Association in line with other similar facilities. Review booking over the period detailed in the Facility Management Agreement and present options to Council in order to inform potential future investment in the facility.	J Hillen	Ongoing	N
AHC/127/2020	Leasing of land, Ballymartin Play Park	It was agreed to enter into a 25-year lease of Mullagh Close in Ballymartin (appendix 1 of officer's report) to facilitate the establishment of a play park in the Ballymartin area as per the Councils Play Strategy.	P Tamati	Ongoing Awaiting return of legal documents from NIHE.	N
AHC/168/2020	Warrenpoint Community Centre	Accept the business case for professional fees attached to the officer's report and proceed to develop the scheme to planning application stage.	J Hillen	Ongoing	N
AHC/016/2021	Shimna Integrated College, long term access agreement for Donard Park Sports Facilities	It was agreed to enter into a long-term access agreement with Shimna Integrated College in relation to Sports Facilities at Donard Park and a report brought back to Active & Healthy Communities Committee for approval once the detail of the access arrangement had been agreed with the school	P Tamati	Ongoing	N
AHC/017/2021	Sports Facilities Strategy, Sports Hubs	It was agreed on the proposal of Councillor Trainor, seconded by Councillor Casey, to appoint consultants to develop a sports development strategy for the Council and further develop and prioritise the establishment of Sports Hubs across the District including progressing these to detailed design and planning stage as appropriate.	P Tamati	Ongoing	N

AHC/044/2021	Feasibility Study for Council Solar Farm	It was also agreed the budget as outlined in the officer's report for the above is added to Councils Capital programme as part of Councils Sports Facilities Strategy list of projects.	E Devlin	In progress	N
AHC/087/2021	Feasibility Study for Battery Storage Pilot	It was agreed for Officers procuring a feasibility study to assess the suitability of Council community buildings with PV for battery storage pilot.	E Devlin	In progress	N
AHC/096/2021	Carnegie Trust, Embedding Wellbeing in Northern Ireland	It was agreed to endorse the recommendations made by the Carnegie UK Trust and write to the Communities Minister accordingly. This correspondence should also request the DfC continue to liaise with all Councils on the implementations of these recommendations, particularly in relation to how Councils are resourced to provide statistical support to the Partnership.	A Beggs	Letter sent 06/08/21	Y
AHC/099/2021	Fairtrade Signage	It was agreed to approve Option 1 to implement Fairtrade District Statute signage, as per Fairtrade Organisation template, on all 21 Boundary signs across the District at a cost of £1,102.50 (excl. VAT).	E Devlin	Ongoing. Signage to be erected	N

ACTIONS ARISING FROM ACTIVE AND HEALTHY COMMUNITIES COMMITTEE MEETING – 21 JUNE 2021

Minute Ref	Subject	Decision	Lead Officer	Actions taken/ Progress to date	Remove from Action Sheet Y/N
AHC/113/2021	Starting Times	It was agreed to start meetings at 6pm.	M Lipsett	Actioned	Y
AHC/114/2021	Action sheet Committee Meeting held on Monday 17 May 2021	AHC/09/2021 - Development of a Walking/Cycling Strategy Mr Devlin to make enquiries with Sustrans regarding the point raised from Councillor O'Hare regarding Right of Ways. AHC/158/2020 - Leasing of land at Ballymartin Playpark Mr Tamati to contact Councillor McEvoy in relation to Ballymartin Playpark, Mr Tamati to revert back to Councillor Sharvin regarding the Playpark Strategy and consultation regarding the the New Model Farm, St Dymphna's and Model Farm areas.	E Devlin P Tamati P Tamati	Actioned Actioned Actioned	Y Y Y
AHC/115/2021	Notice of Motion referred from Council Meeting held on 7 June 2021 regarding discounted use of Council facilities for NHS staff.	It was agreed to approve: 1. That Councils Corporate membership is reviewed and tabled at the next AHC Committee for approval. 2. That the review of Councils Corporate membership includes a 50% discount for NHS workers for a period of 12 months.	P Tamati	Report tabled at AHC meeting – 16 August 2021	Y
AHC/116/2021	Active and Healthy Communities Directorate Business Plans	It was agreed to approve the assessment of the Active and Healthy Communities Emergency Business Plan (October 2020-March 2021) and the Active and Healthy Communities Directorate Business Plan 2021-22.	M Lipsett	Actioned	Y

AHC/117/2021	DEA Forums Update Report	It was agreed to note the report and approve the actions in the in the action sheets attached for: <ul style="list-style-type: none"> • The Mournes DEA Forum Private Meeting held on Wednesday 2 June 2021. • Downpatrick DEA Forum Private Meeting held on Tuesday 8 June 2021. • Slieve Gullion DEA Forum Private Meeting held on Tuesday 8 June 2021 	J Hillen	Actioned All DEA Action Sheets being actioned accordingly.	Y
AHC/118/2021	Additional funding from the Department for Communities (DfC) for Frontline Advice Services	It was agreed to note the report and agree to award the additional funding of £113,258.64 from the Department for Communities (DfC) to 'Community Advice Newry, Mourne and Down', alongside funding of £292,539.00 for Generalist Advice Services for 2021/2022.	J Hillen	Noted and actioned	Y
AHC/119/2021	Community Coordination Hub Update Report	It was agreed to note the report and approve the actions in the Action Sheet of the Community Coordination Hub Meeting held on Wednesday 26 May 2021.	J Hillen	Approved	Y
AHC/120/2021	Upgrade works to Ballynahinch Community Centre and Market House, Ballynahinch	It was agreed to accept the proposals for the Market House and begin reconfiguration works immediately (approx. cost £20,000) and accept option 2 as the preferred option for the upgrade to Ballynahinch Community Centre and develop subsequent business case (to include community consultation) for proposed scheme. In response to a query from Councillor Walker regarding the steel structure element of the Market House, Ballynahinch, Mr Lipsett undertook to report back to Councillor Walker with an update.	J Hillen M Lipsett	Actioned	
AHC/121/2021	Saintfield Community Trust developing a community garden at the rear of the indoor 3 G pitch Saintfield Community Centre	It was agreed to proceed with approval for Saintfield Community Trust to develop a community garden at the rear of the indoor 3 G pitch Saintfield Community Centre and update the Trusts Facility Management agreement to include the Community Garden.	J Hillen		

AHC/122/2021	Consultation on the rationalisation of official control of shellfish biotoxin and phytoplankton monitoring points in Carlingford Lough.	It was agreed to submit the consultation response (attached to the report) to the Food Standards Agency on the proposed guidance on the rationalisation of official control shellfish biotoxin and phytoplankton monitoring points in Carlingford Lough.	E Devlin	Response submitted.	Y
AHC/123/2021	Food Service Plan 2021/22	It was agreed to adopt the Food Service Plan 2021/22, as attached to the officer's report.	E Devlin	Actioned	Y
AHC/124/2021	Consultation from the Department for the Economy on policy options for NI Energy Strategy.	It was agreed to return the consultation response as attached to the officer's report to the Department for the Economy on Policy options for NI Energy Strategy.	E Devlin	Response returned	Y
AHC/125/2021	Sustainability and Climate Change Forum Action Sheet held on 20 May 2021	It was agreed to note the report and approve the action contained within the action sheet from the Sustainability & Climate Change Forum Meeting which took place on Thursday 20th May 2021.	E Devlin	Actioned	Y
AHC/126/2021	Ship Sanitation Charges 2021/22	It was agreed to implement the new charging regime with effect from 1 April 2021.	E Devlin	Actioned	Y
AHC/127/2021	Downpatrick Neighbourhood Renewal Partnership Update Report	It was agreed to note the report and Minutes of the Downpatrick Neighbourhood Renewal Partnership Meeting held on Wednesday 17 February 2021, approved at the Downpatrick Neighbourhood Renewal Partnership Meeting held on Tuesday 11 May 2021.	J Hillen	Noted	Y
AHC/128/2021	Newry Neighbourhood Renewal Partnership Update Report	It was agreed to note the report and Minutes of the Newry Neighbourhood Renewal Partnership Meeting held on Wednesday 24 March 2021, approved at Newry Neighbourhood Renewal Partnership Meeting held on Wednesday 12 May 2021.	J Hillen	Noted	Y
AHC/129/2021	Policing and Community	It was agreed to note the Minutes of the Policing Committee & PCSP Meeting held on Tuesday 30	J Hillen	Noted	Y

	Safety Partnership report	March 2021, approved at the Policing Committee & Policing and Community Safety Partnership Meeting held on Tuesday 25 May 2021.			
AHC/130/2021	Social Investment Fund Update	It was agreed to note the report and Minutes from the Social Investment Fund Board Meeting held in April 2021.	J Hillen	Noted	Y
AHC/131/2021	Social Inclusion Update	It was agreed to note the report on Social Inclusion Work.	J Hillen	Noted	Y
AHC/132/2021	Letter of support for electric vehicle infrastructure project application	It was agreed to note the report and letter of support for the Electric Vehicle Infrastructure Project Application, which had already been submitted to ESB in order to meet the deadline of 18 June 2021.	E Devlin	Noted	Y
AHC/133/2021	Memorandum of Understanding and Information Sharing Agreement between the Council and the PSNI.	It was agreed to note the report regarding the Memorandum of Understanding and Information Sharing Agreement with PSNI.	E Devlin	Noted	Y
AHC/134/2021	Summer Activity Programme	It was agreed to note the summer activity programme for July and August 2021 as per appendix 1 of the officer's report, subject to COVID-19 restrictions.	P Tamati	Noted and actioned	Y

ITEMS RESTRICTED IN ACCORDANCE WITH PART 1 OF SCHEDULE 6 OF THE LOCAL GOVERNMENT ACT (NI) 2014

AHC/135/2021	Leisure Advertising and Marketing Design Services	<p>It was agreed to approve:</p> <p>The Business Case as per appendix 1 for Leisure and AHC directorate Marketing and Design Support services and approve the procurement via public tender for these services and supplies.</p> <p>That officers undertake the appropriate evaluation of the above public tender in line with procurement guidelines and appoint a preferred bidder and enter into a contract for up to 3 years to the value outlined in the business case as per appendix 1.</p>	P Tamati	Tender to be progressed. Ongoing	N
AHC/136/2021	Kilkeel Bowling Pavilion – Public Tender	<p>It was agreed:</p> <p>To appoint the preferred bidder with a bid as outlined within the report for repairs and upgrade works to Kilkeel Bowling Pavilion.</p> <p>An additional allocation to the capital programme for Kilkeel Bowling Pavilion to align the budget with the final tender costs as outlined within the report.</p> <p>For officers to agree the terms and enter into a contract with the preferred bidder, subject to AHC and full Council ratification.</p>	P Tamati	Appointment of preferred bidder ongoing	N
AHC/137/2021	Business Case to proceed to next stage of the replacement Trojan Horse proposal	<p>It was agreed to provide the additional funding as detailed within Section 1.1 of the officer's report required for the completion of the necessary checks and progression to full planning application.</p>	J Hillen		
AHC/138/2021	Expression of Interest – Saintfield	<p>It was agreed to proceed and approve the officer's report and recommendation to:</p>	J Hillen	Actioned	Y

AHC/139/2021	Community Centre	<p>Advise both applicants that they had passed the scoring threshold and ask them to provide evidence of the funding/statutory approvals to carry out the works as outlined in the EOI process.</p> <p>"Each applicant will be allowed 12 - weeks from stage 2 award to provide such evidence, failure to provide this after 12 weeks will make any award/contract null and void"</p> <p>If both parties were able to provide the evidence of suitable funding that the Council split Building B into two smaller units which would allow one applicant to utilise building C and one to utilise one half of building B. This would allow both applications to proceed.</p> <p>It was agreed to approve the following:</p> <p>For the four Service Level Agreements to undertake 20% financial verification on a quarterly basis with 100% review of their Outcome Based Accountability.</p> <p>Approval of the enclosed business case including the budget requirements over the procurement period as detailed in Section 4.1 of the report.</p> <p>Approval for recommendations outlined in 1.1 above in relation to the Financial Assistance Policy.</p>	J Hillen	Approved	Y
	Financial Assistance Report				

Report to:	Active and Healthy Communities Committee (AHC)
Date of Meeting:	16 th August 2021
Subject:	Notice of Motion –
Reporting Officer (Including Job Title):	Michael Lipsett, Director of AHC.
Contact Officer (Including Job Title):	Eoin Devlin, Assistant Director of Health & Wellbeing

Confirm how this Report should be treated by placing an x in either:-

For decision	x	For noting only
---------------------	----------	------------------------

1.0	Purpose and Background
1.1	<p>The purpose of this report is to consider and agree the below notice of motion regarding defibrillators in the district received from Councillor David Taylor.</p> <p>Notice of Motion: To ask Newry, Mourne & Down District Council to undertake a programme of engagement with local sports clubs and community organisations across the District to establish the level of defibrillator provision within their various facilities. The Council should endeavour to offer practical support to respective sporting and community organisations to increase the level of defibrillator provision and endeavour to achieve maximum capacity of this life saving equipment in all sporting and community facilities at the earliest opportunity. The Council should also develop a programme which is designed to increase the numbers of officers and volunteers within all sporting and community organisations who can perform the vital life saving skill of CPR</p>
2.0	Key issues
2.1	<p>Since 2015 the council have carried out a number of programmes and initiatives encouraging groups and clubs to provide defibrillators and to date 35 sports clubs and 34 community buildings across the district have said they have access to a defibrillator. Since 2017, council has provided first aid/ defibrillator training which was undertaken by 30 clubs with 181 people across the district attending the training.</p> <p>The distribution of defibrillator provision across the district is mapped for members information in appendix 1.</p> <p>It is proposed that Newry Mourne and Down District Council target all organisations across business, statutory, Community and Voluntary sectors who have an Automated External Defibrillator (AED) to register it on the National Defibrillator Network – 'The Circuit', which is supported by the Northern Ireland Ambulance Service and British Heart Foundation. This registration with the Circuit will help organisations to look after and maintain their AED. They will receive regular reminders to check the AED is emergency ready and the pads are in date.</p>

	<p>To aid achievement of this target the Health and Wellbeing Department of the Council will encourage organisations and businesses across the Newry Mourne and Down District Council area to register their AED with the Circuit. This will be done by using a combination of media and officer intervention.</p> <p>Environmental Health Officers and Tobacco Control Officers working within the Health and Wellbeing Department during visits and inspections will advise businesses of registration if there is an AED on the premises.</p> <p>Undertake a programme of engagement with local sports clubs and community organisations across the District and to develop a programme which is designed to increase the numbers of officers and volunteers within all sporting and community organisations who can perform the vital life saving skill of CPR.</p>
3.0	Recommendations
3.1	<p>That AHC Committee consider and agree:</p> <ul style="list-style-type: none"> • to undertake a programme of engagement with local sports clubs and community organisations across the District to establish the level of defibrillator provision within their various facilities • and develop a programme which is designed to increase the numbers of officers and volunteers within all sporting and community organisations who can perform the vital life saving skill of CPR. • To target all organisations across business, statutory, Community and Voluntary sectors who have an AED's to register it on the National Defibrillator Network
4.0	Resource implications
4.1	There are no cost implications associated with the recommendations in this report
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p>

	The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation	<input type="checkbox"/>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves</p> <p>Consultation period will be 12 weeks</p> <p>Consultation period will be less than 12 weeks (rationale to be provided)</p> <p><i>Rationale:</i></p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6.0	Due regard to Rural Needs (please tick all that apply)	
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed</p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs</p>	<input type="checkbox"/> <input type="checkbox"/>
7.0	Appendices	
	<p>Appendix 1 – How to register on the Circuit and claim your defibrillator</p> <p>Appendix 2 - Maps</p>	
8.0	Background Documents	

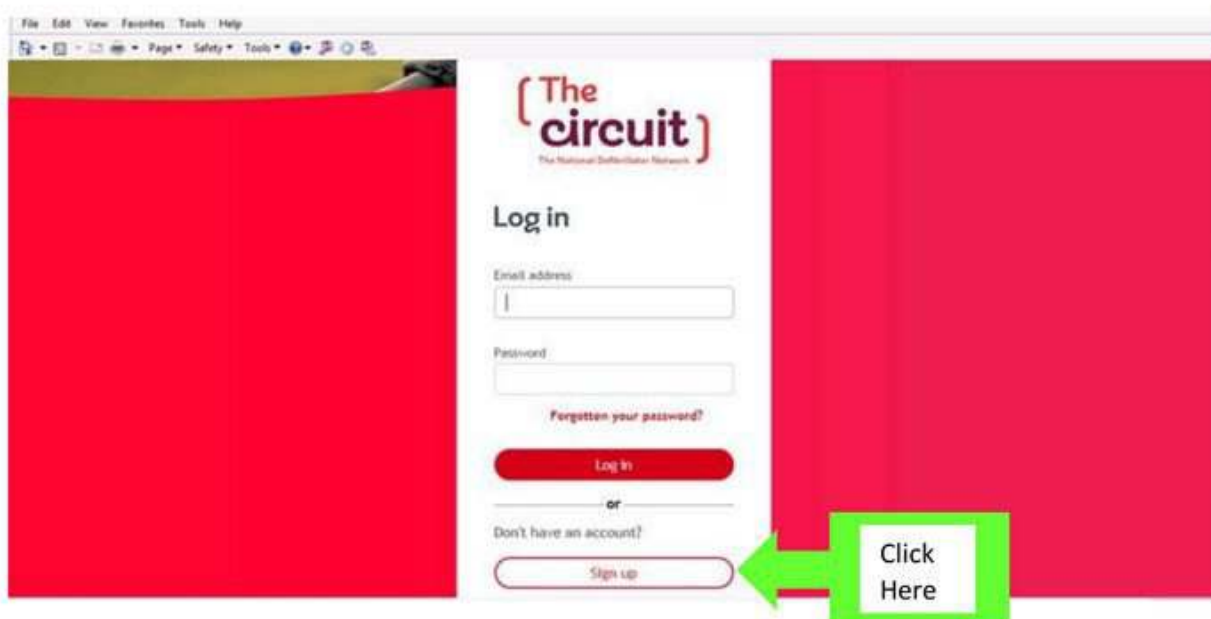
How to register on “The Circuit” and claim your defibrillator

17

Step One: Register on The Circuit at www.thecircuit.uk



Please click on **“REGISTER YOUR DEFIBRILLATOR”** This will take you to a page that looks like the one below.

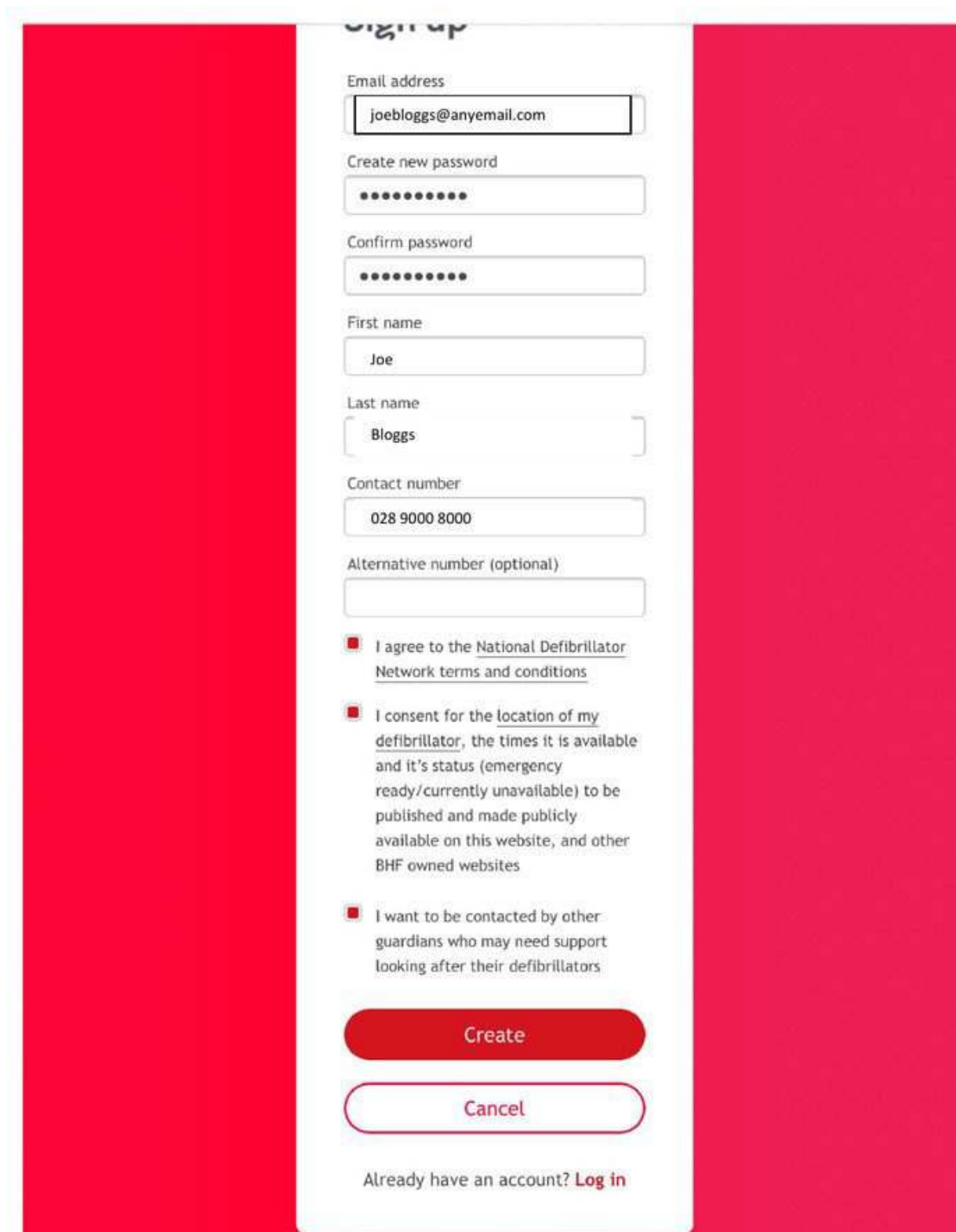


Please click on **“Sign up”**.

How to register on “The Circuit” and claim your defibrillator

18

This will take you to the page below.



The screenshot shows a 'Sign up' form with the following fields and options:

- Email address:** A text input field containing 'joebloggs@anyemail.com'.
- Create new password:** A password input field with 10 dots.
- Confirm password:** A password input field with 10 dots.
- First name:** A text input field containing 'Joe'.
- Last name:** A text input field containing 'Bloggs'.
- Contact number:** A text input field containing '028 9000 8000'.
- Alternative number (optional):** An empty text input field.
- Agreements:** Three checkboxes, all of which are checked:
 - ☒ I agree to the [National Defibrillator Network terms and conditions](#)
 - ☒ I consent for the [location of my defibrillator](#), the times it is available and it's status (emergency ready/currently unavailable) to be published and made publicly available on this website, and other BHF owned websites
 - ☒ I want to be contacted by other guardians who may need support looking after their defibrillators
- Buttons:** A red 'Create' button and a white 'Cancel' button with a red border.
- Footer:** The text 'Already have an account? [Log in](#)'.

Please fill in your details and click “**CREATE**”.

You will then see the next screen...

How to register on “The Circuit” and claim your defibrillator

19



You're almost there

We have sent an email to:

joebloggs@anyemail.com

Please check and click the link to verify your email address and create your account.

Didn't get the email?

[Please re-send it](#)

Please check your email for the below email to allow you to verify your email address. Do this by clicking on the link provided.



Get connected!

Your help will save lives.

How to register on “The Circuit” and claim your defibrillator

Hello Joe Bloggs

Welcome - we're so pleased that you and your defibrillator will be joining us on The Circuit - the national defibrillator network.

To activate your account, we need you to click on the link below to verify that it's you.



Please note this link is only valid for 30 days.

If you have problems with accessing the link above, please try direct URL below:

<https://www.thecircuit.uk/account/verifyaccount?token=f7kzsg5mg8xxkjzrwzdugu1pi36dcury5s17s13x847neesdrdeo>

Thank you.

A few things you should know...

When you create an account, we will process your personal information as described in our [Privacy Policy](#). This will include storing information like your name, email address and telephone number for the purposes of providing this service and administering your account. We will also store information on the network when you submit information to it e.g. defibrillator status.

In addition, we will also carry out the following data processing activity:

UK Ambulance Service Providers may wish to contact you by email regarding the status of your defibrillator device. We will only share your personal information with the UK Ambulance Service Provider responsible for providing emergency services for the area in which your defibrillator is located.

We will periodically contact you through the email address you used to register an account with us for the purposes of reminders and notifications regarding the requirement to carry out status checks of the defibrillator you have registered.

Once you have verified your email address you can now go back and **LOG IN** to The Circuit.

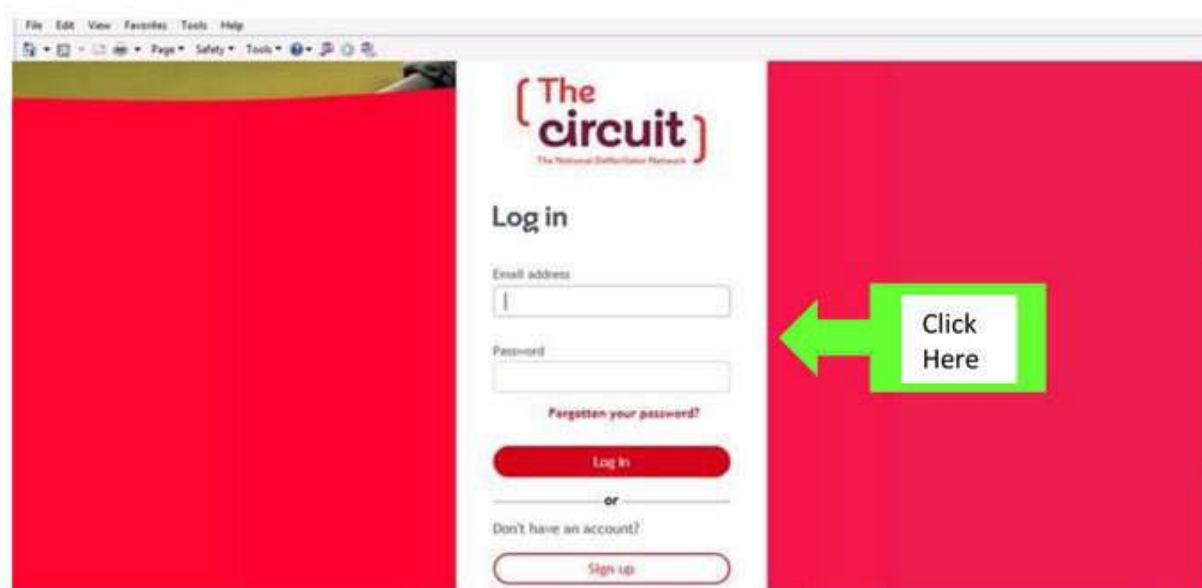
How to register on “The Circuit” and claim your defibrillator

21

Step 2: Logging in to The Circuit at www.thecircuit.uk

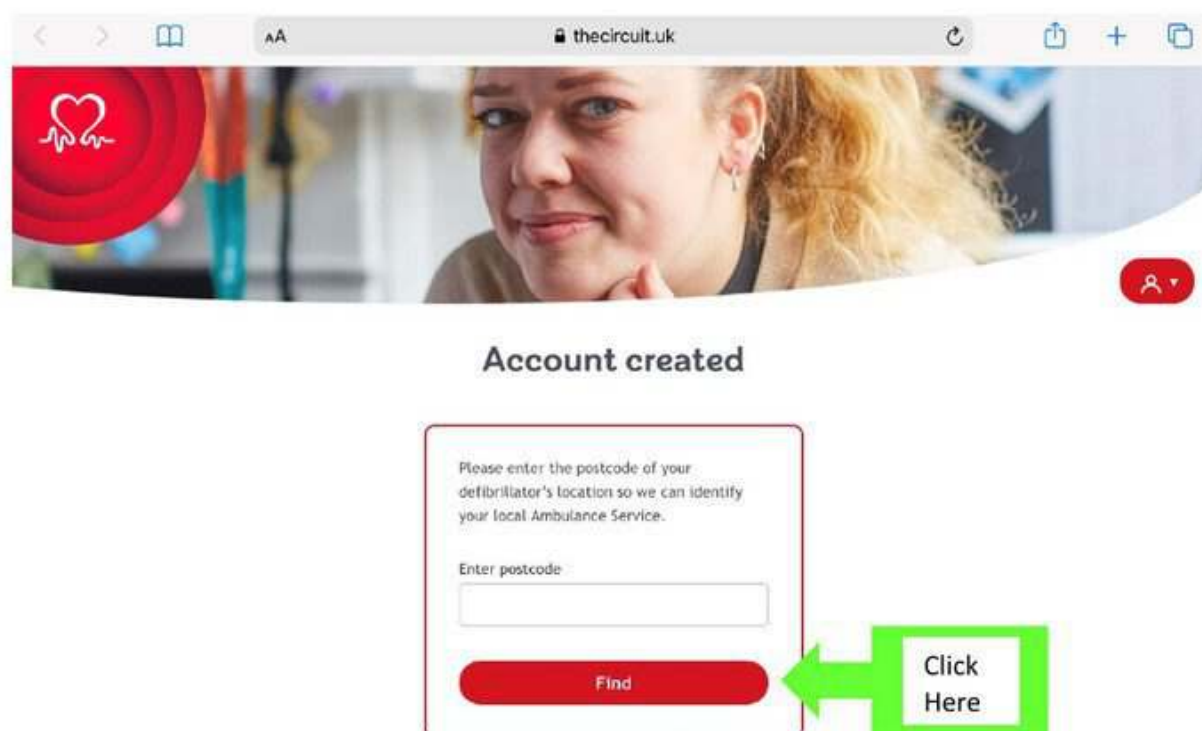


At the next page enter the email address and password that you registered with.



This will bring you to a page requesting the postcode of the defibrillator you want to **register OR claim**.

How to register on “The Circuit” and claim your defibrillator



Account created

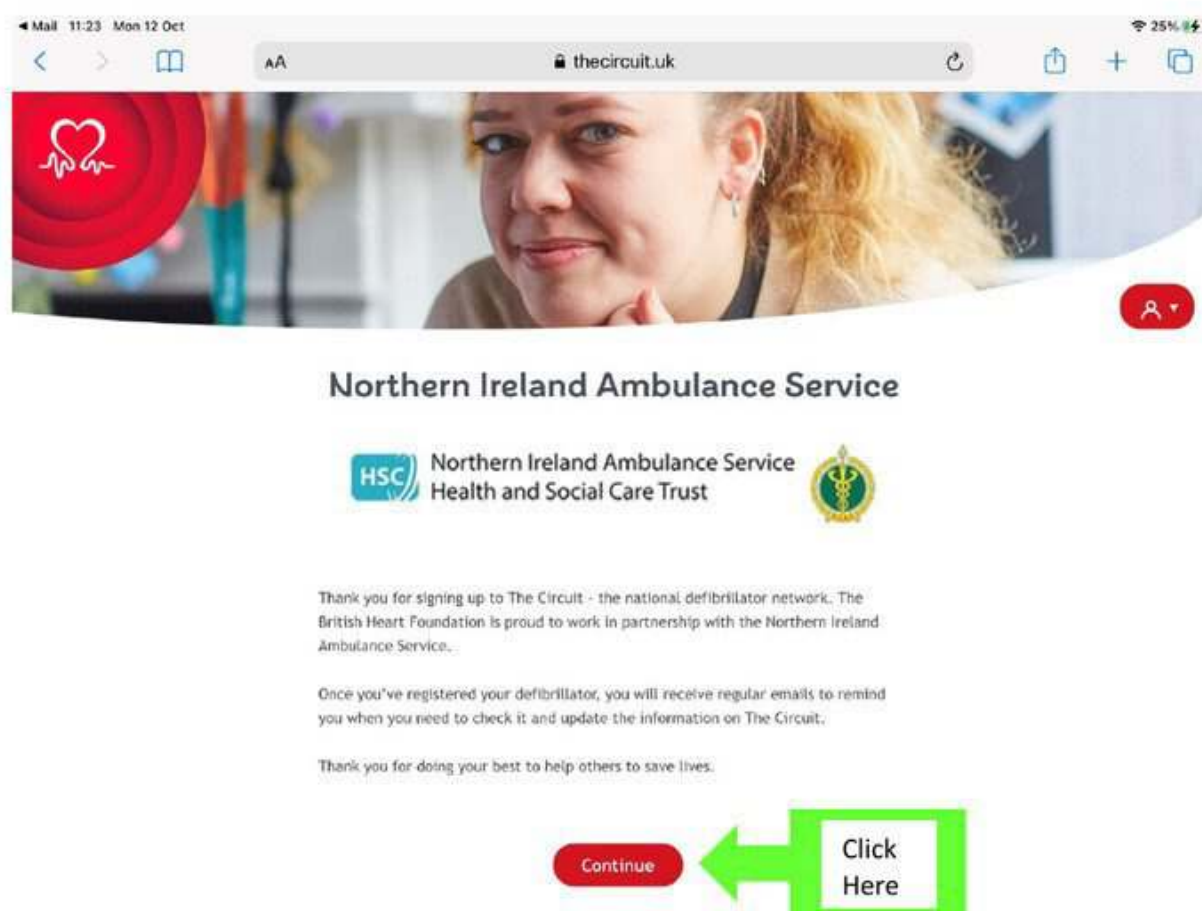
Please enter the postcode of your defibrillator's location so we can identify your local Ambulance Service.

Enter postcode:

Find

Click Here

When you have entered the postcode of the defibrillator, you wish to register or claim, click on **FIND**.



Northern Ireland Ambulance Service

HSC Northern Ireland Ambulance Service Health and Social Care Trust

Thank you for signing up to The Circuit - the national defibrillator network. The British Heart Foundation is proud to work in partnership with the Northern Ireland Ambulance Service.

Once you've registered your defibrillator, you will receive regular emails to remind you when you need to check it and update the information on The Circuit.

Thank you for doing your best to help others to save lives.

Continue

Click Here

Click Continue.

How to register on “The Circuit” and claim your defibrillator

23

The screenshot shows a mobile browser interface for the website thecircuit.uk. The page title is "Register a defibrillator". A sidebar on the left contains links: "My defibrillators", "Upcoming actions", "My invitations", "About The Circuit", "FAQs", and "Contact us". A modal window titled "Important information" is displayed in the center, containing a "Covid-19 update" section. The update text advises users to remain indoors and not leave the house to check the defibrillator, but to ask a friend or neighbour if necessary. It also thanks users for their community service and asks them to follow government advice. A red "Continue" button is at the bottom of the modal. A green arrow points from a box labeled "Click Here" to the "Continue" button. Below the modal, there are input fields for "Address line 3", "City/town*", "County", and "Postcode*".

Mail 11:24 Mon 12 Oct 25% 25%

the circuit .uk

My defibrillators

Upcoming actions

My invitations

About The Circuit

FAQs

Contact us

Register a defibrillator

Please enter the details of the defibrillator to connect it to The Circuit

Important information

Covid-19 update

If you are self-isolating or have been advised by the NHS to remain indoors please do not leave the house to check the defibrillator. Instead, it is advisable to ask a friend or a neighbour to do so. If this is not possible please do not worry about it.

Thank you for all you are doing for your local community but please follow the government advice and do not put yourself at unnecessary risk.

For further information please visit our [FAQs](#)

Continue

Click Here

Address line 3

City/town*

County

Postcode*

Click continue after you have read the Covid-19 update.

This will take you to the next page.

How to register on “The Circuit” and claim your defibrillator

24

Mail 11:24 Mon 12 Oct thecircuit.uk 25%

Register a defibrillator

Please enter the details of the defibrillator to connect it to The Circuit

1 Location 2 Details 3 Access

Location

BT99 9AS Find address **Click Here**

Defibrillator's address

Organisation

Address line 1*

Address line 2

Address line 3

City/town*

County

Postcode*

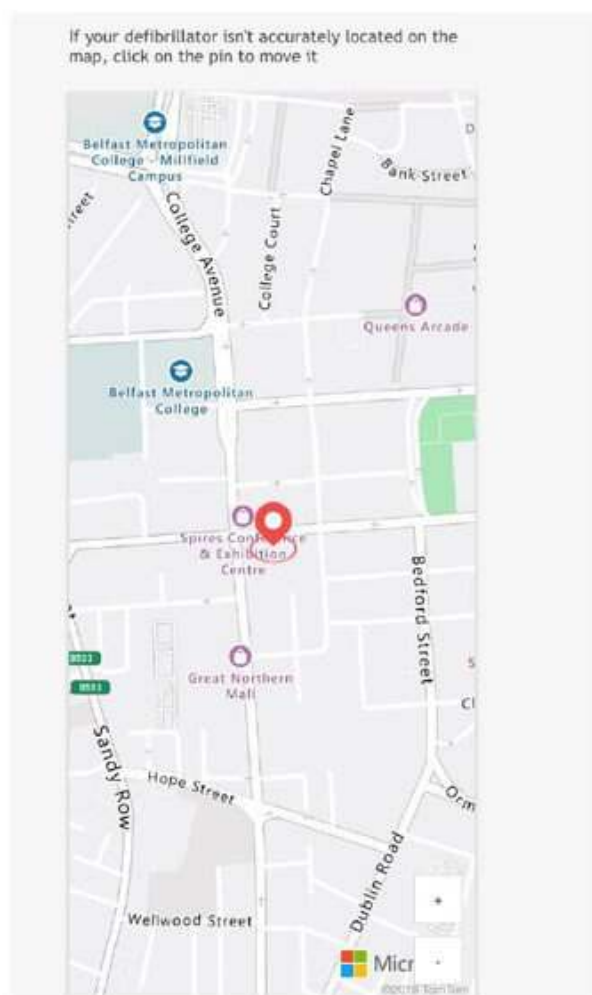
The postcode will already be pre-populated, please click on find address.

This will allow you to pick the address of the defibrillator from a drop down menu. Please look through these to pick the correct address of your defibrillator.

How to register on “The Circuit” and claim your defibrillator

26

Please follow the detailed instructions and move the red pin if your defibrillator is not in exactly the right place.



Once you are happy with where the pin is located on the map and that you have given clear and accurate instructions on where to find your defibrillator, then click **Save and continue**.

Defibrillator location* ⓘ

Defib located on shop outer wall

Remaining characters: 200

* - Mandatory fields

Before continuing, double check the accuracy of your defibrillator location on the map

Save and continue

Cancel

Clear all fields on the form

How to register on “The Circuit” and claim your defibrillator

27

Now you can give the Brand and Model of the defibrillator by using the drop down menus. Again, if you had already registered with NIAS, these will already be populated. Please put in as much detail as possible and check that any details already there are correct.

The screenshot shows a mobile app interface for 'the circuit.uk'. At the top, there's a status bar with 'Mail 11:35 Mon 12 Oct' and a battery level of 26%. Below the status bar, a navigation menu on the left lists 'About The Circuit', 'FAQs', and 'Contact us'. The main content area is titled 'Details' and features a progress indicator at the top with three steps: '1 Location', '2 Details' (the current step), and '3 Access'. The 'Details' section contains several form fields: 'Brand*' with a dropdown menu showing 'Other'; 'Model*' with an information icon and a dropdown menu showing 'Other'; 'Device serial number' with an information icon and a text input field; 'Is the defibrillator emergency ready?' with two radio buttons, 'Yes, emergency ready' (unselected) and 'No, not available' (selected); 'When was it last checked?*' with a date picker showing '06 Jul 2020'; 'When do the pads expire?*' with a date picker showing '31 Oct 2020'; and 'Do paediatric pads exist?' with two radio buttons, 'Yes' (unselected) and 'No' (selected). A note at the bottom states '* - Mandatory fields'. At the very bottom, there are two buttons: 'Save and continue' (highlighted in red) and 'Cancel' (outlined in red). A 'Back' link is also visible below the buttons.

Please Save and Continue...you are nearly finished!

How to register on “The Circuit” and claim your defibrillator

You can now set up the exact times that your defibrillator is available, however we recommend that this should be 24/7 where possible.

If your defibrillator is in a locked cabinet please ensure the access code is correct.

Mail 11:36 Mon 12 Oct thecircuit.uk 26%

About The Circuit
FAQs
Contact us

1 Location **2** Details **3** Access

Access

Is it in a locked cabinet? ☐ No ☒ Yes

Please provide the pin number

Cabinet PIN*

Public restriction ⓘ

Access type ☒ Public ☐ Restricted

When is the defibrillator accessible?

☒ 24 hours, 7 days per week
☐ Not always accessible

A defibrillator is most effective when it is always accessible. If possible please locate it where it is always available.

[Set accessible times](#)

Accessible dates

[Edit](#)

No Day/Time intervals were entered. This makes the defibrillator available every day for 24 hours

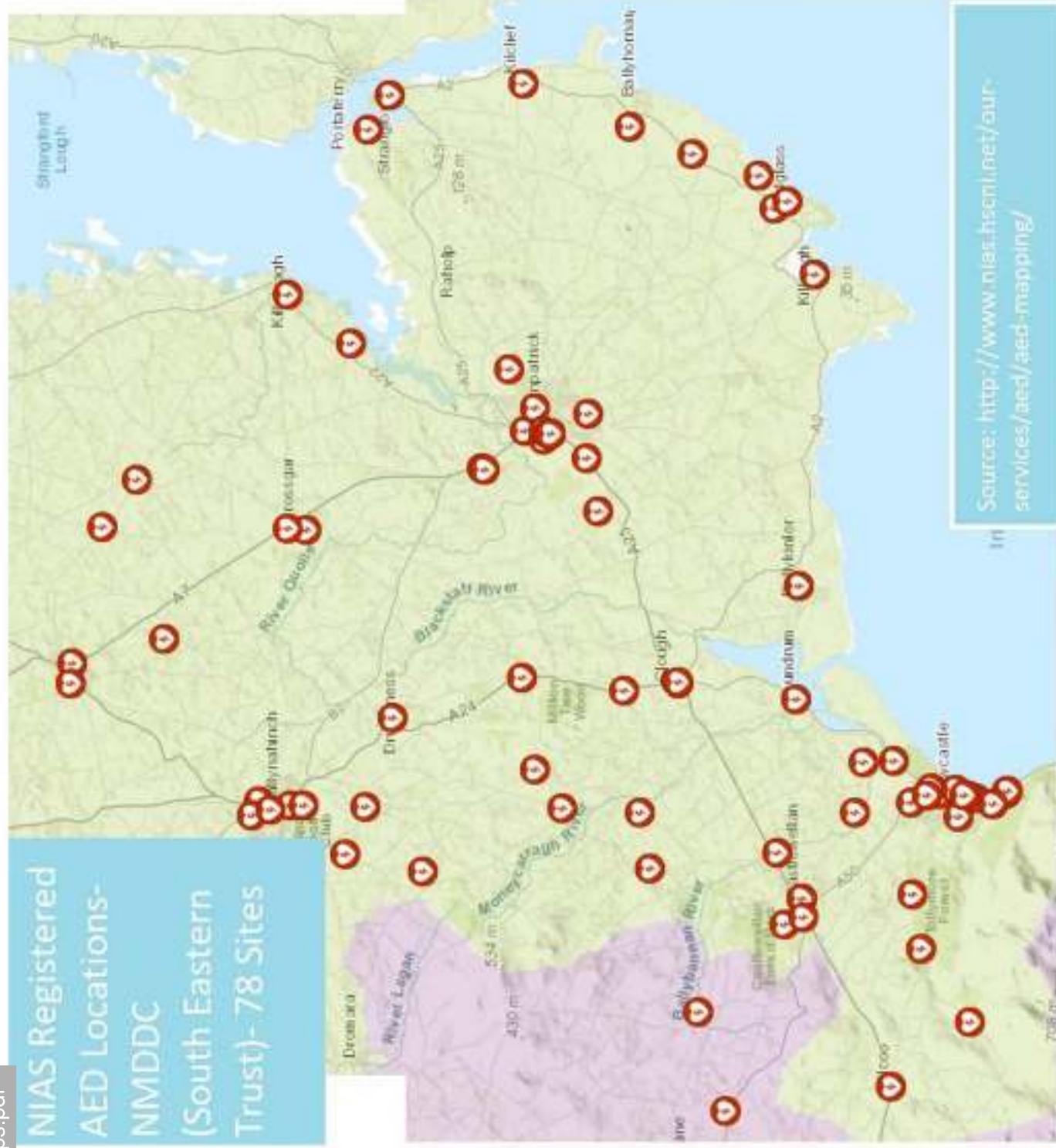
* - Mandatory fields

[Register](#) [Cancel](#)

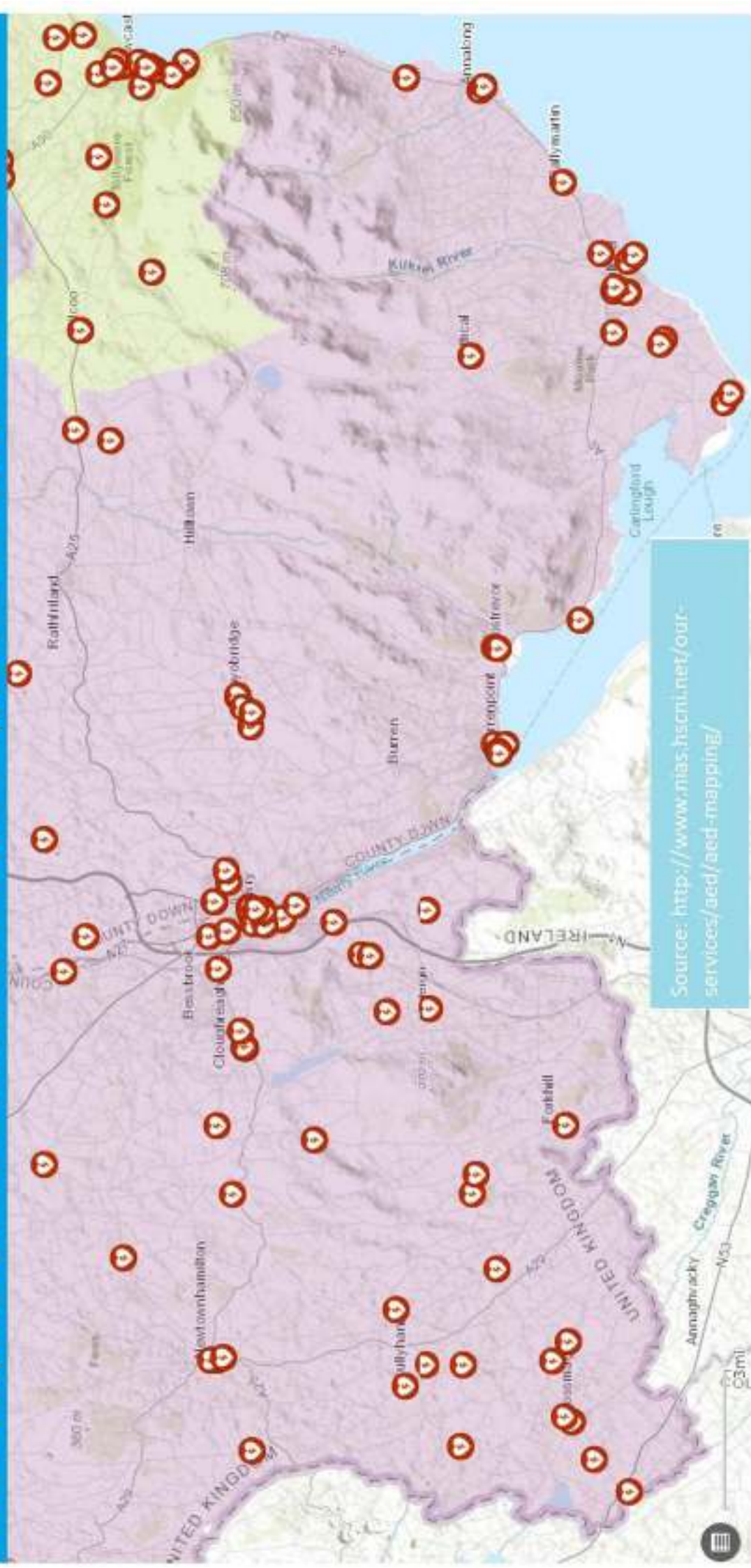
[Back](#)

When you have completed this please click REGISTER...and you are finished!
Thank you for being a part of a **#Community of Lifesavers**.

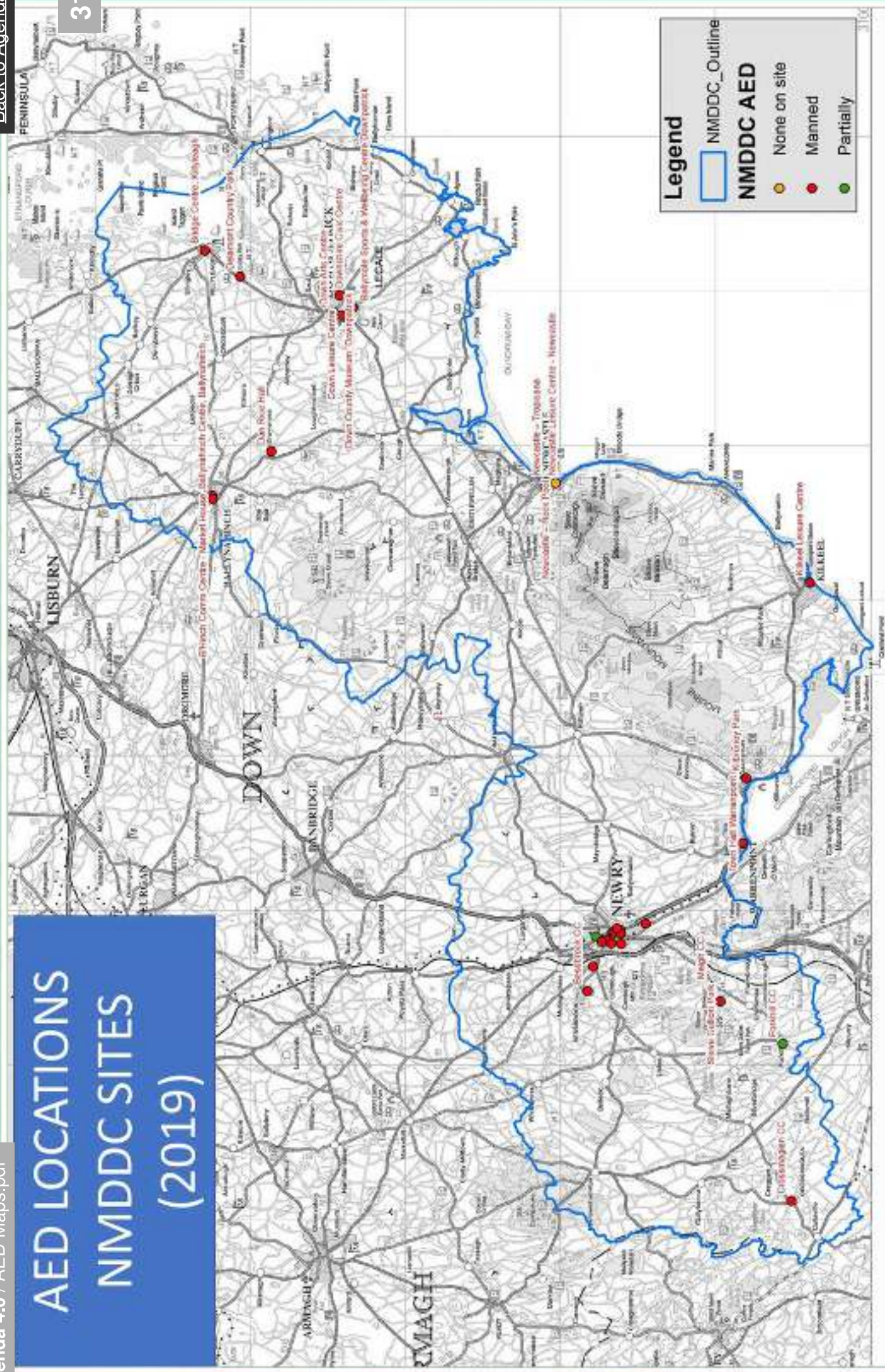
NIAS Registered AED Locations- NMDDC (South Eastern Trust)- 78 Sites



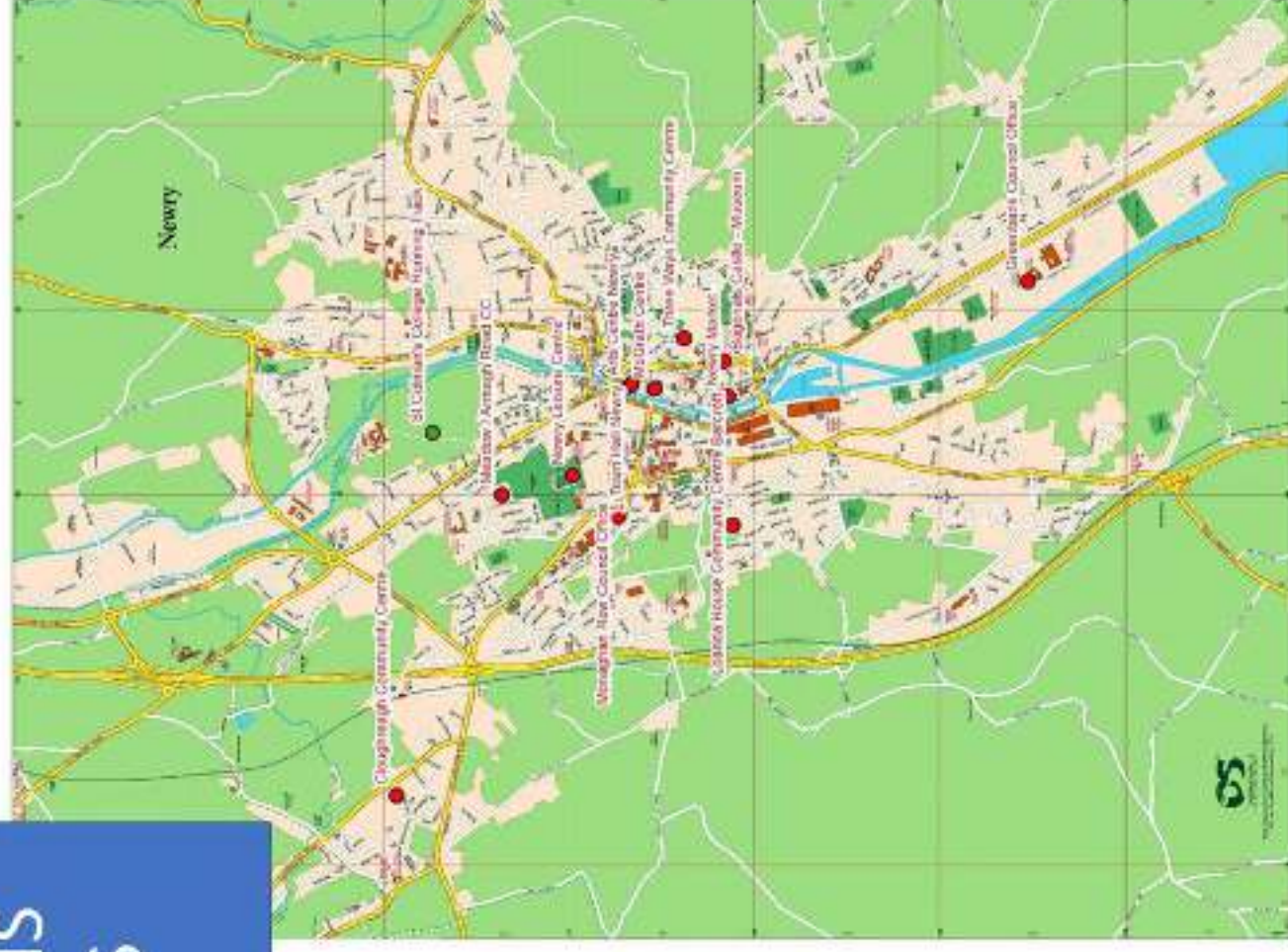
NIAS Registered AED Locations- NMDDC (Southern Trust) - 93 Sites



AED LOCATIONS NMDDC SITES (2019)



AED LOCATIONS NMDDC SITES (2019)



Business CC

Newry AED

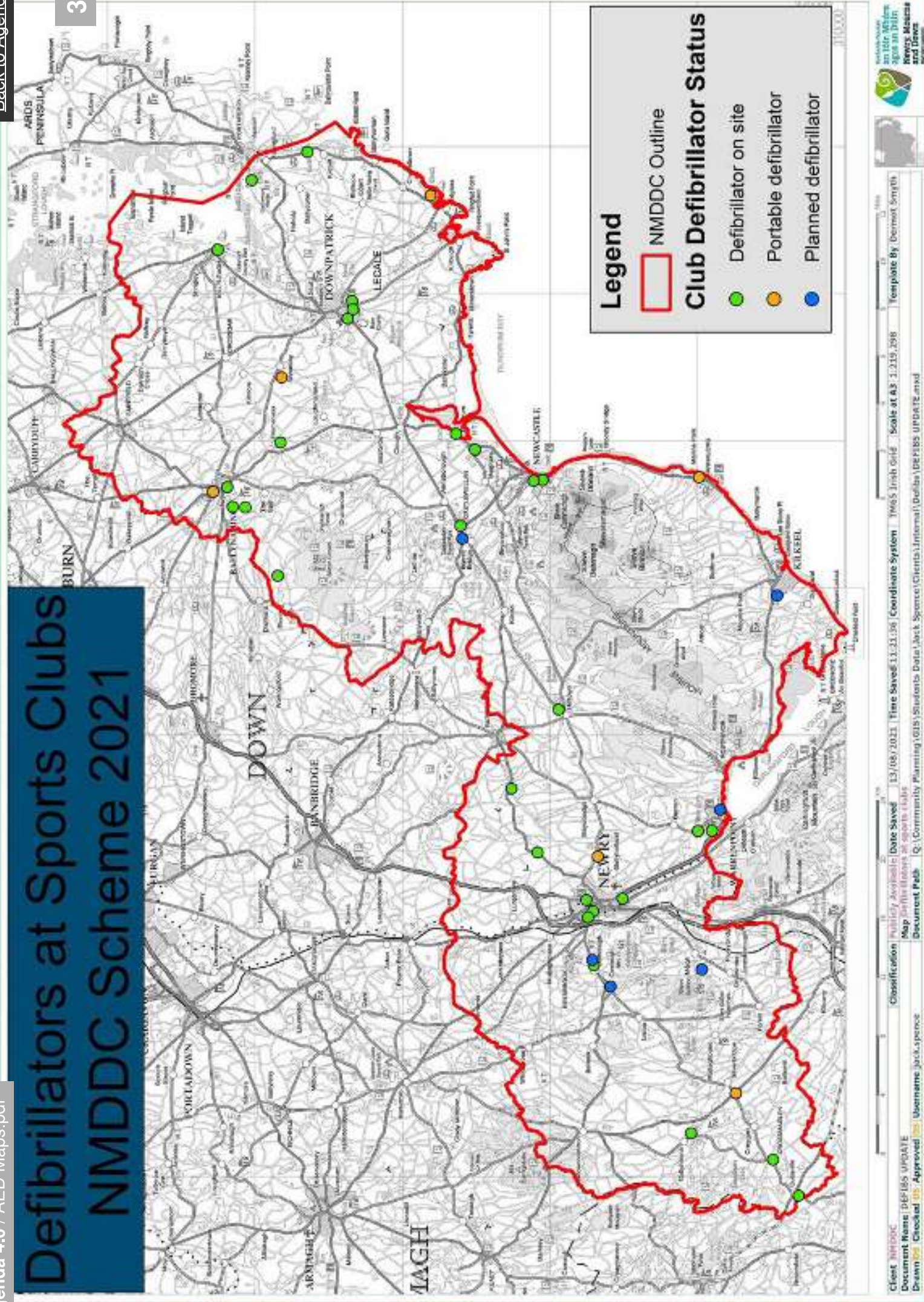
☐ None on site

Manned

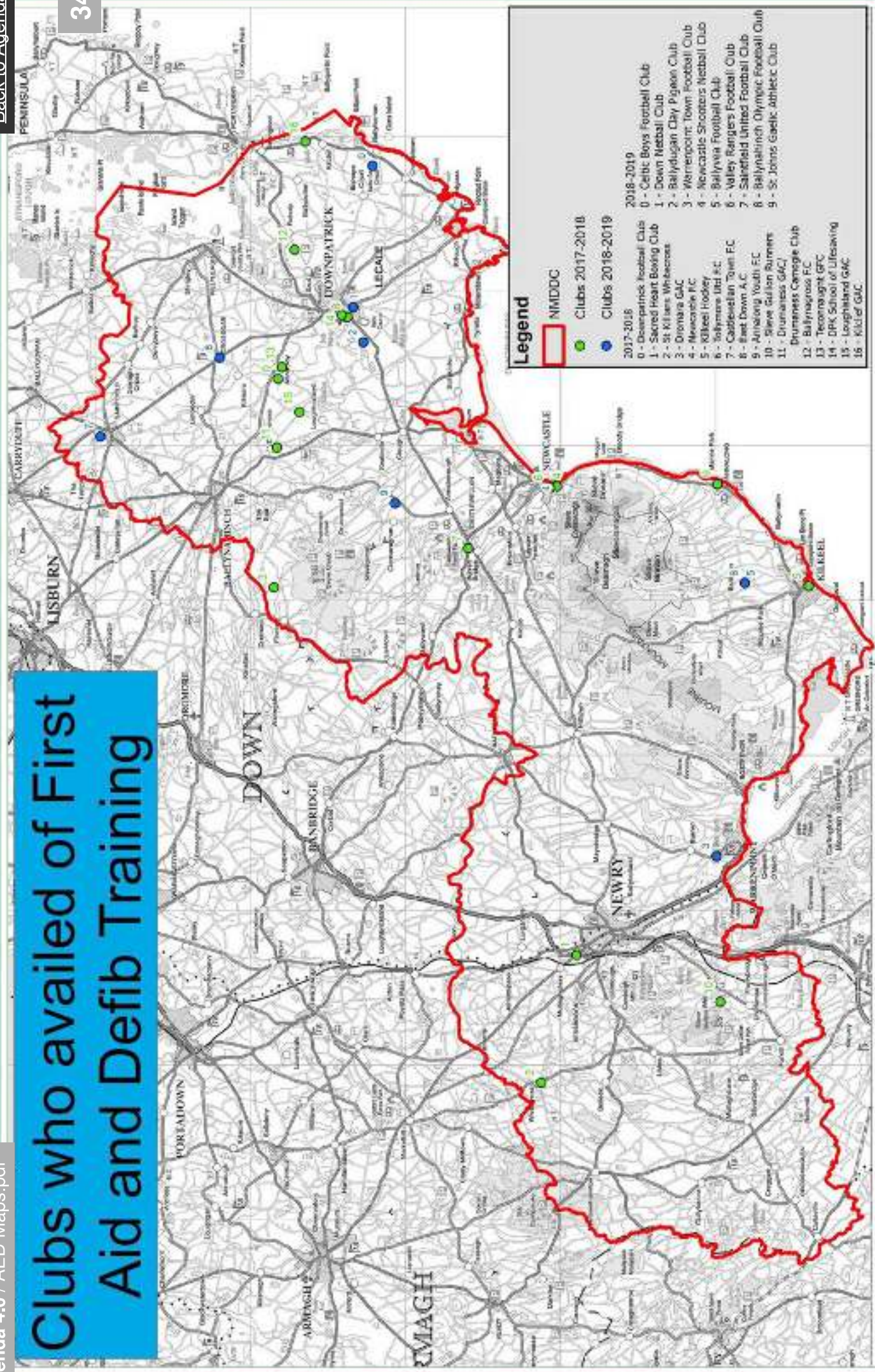
Partially

Defibrillators at Sports Clubs

NMDDC Scheme 2021



Clubs who availed of First Aid and Defib Training

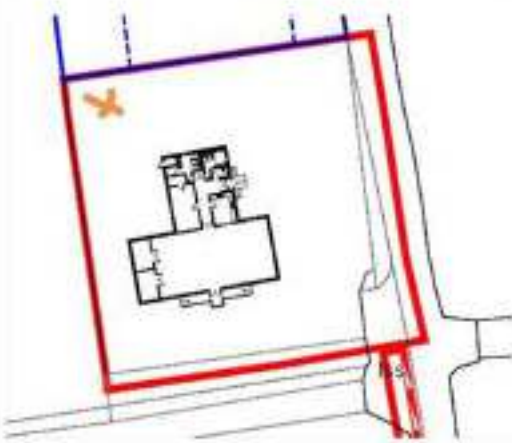


Report to:	Active and Healthy Communities Committee
Date of Meeting:	16 August 2021
Subject:	Approval for Dorsey Community Association to erect a polytunnel on the grounds of the Community Centre
Reporting Officer (Including Job Title):	Janine Hillen Assistant Director Community Engagement
Contact Officer (Including Job Title):	Julie Mc Cann Head of Community Services, Facilities and Events

For decision	X	For noting only	
--------------	---	-----------------	--

That the Committee agree:

- Approval for Dorsey Community Association to proceed with the installation of their new Polytunnel (subject to all statutory approvals being in place).
- Approval to amend the existing FMA to include the polytunnel and associated works.

1.0	Purpose and Background
1.1	<p>Dorsey Community Association have secured funding of £2610 (Lottery Community Fund) for the development of a gardening project.</p> <p>Group representatives have contacted Council to seek approval for the installation of a polytunnel (approx. 10ft x 15ft).</p> <p>The polytunnel would be located on the grounds of Dorsey Community Centre in an area that is currently overgrown.</p> <p>(Proposed location for the polytunnel is marked with a X on the below map)</p>  <p>The Community Association plan to organise gardening / vegetable growing classes for the local area.</p>

2.0	Key issues
2.1	<ul style="list-style-type: none"> Dorsey Community Association have a Facility Management Agreement with NMDDC to manage the community centre at Dorsey. Current FMA to be updated to include the polytunnel The structure will be the property of Dorsey Community Association and they will subsequently be responsible for the purchase, installation and all maintenance and other associated costs.
	<p>This proposal will help achieve objectives within NMDDC Corporate Plan 2021-23:</p> <ul style="list-style-type: none"> Enable and support people to engage in inclusive and diverse activities in their communities Empowered communities influencing local services and development
3.0	Recommendations
3.1	<p>That the Committee agree:</p> <ul style="list-style-type: none"> Approval for Dorsey Community Association to proceed with the installation of their new Poly tunnel (subject to all statutory approvals being in place). Approval to amend the existing FMA to include the polytunnel and associated works.
4.0	Resource implications
4.1	None
5.0	Equality and good relations implications
5.1	should have a positive impact on Equality and Good Relations
6.0	Rural Proofing implications
6.1	A rural Needs Impact Assessment is not required at this time
7.0	Appendices
	None
8.0	Background Documents
	None

Report to:	Active and Healthy Communities Committee
Date of Meeting:	16 August 2021
Subject:	Adoption of Table Tennis Hire Charge for NMDDC Community Centres
Reporting Officer (Including Job Title):	Janine Hillen Assistant Director: Community Engagement
Contact Officer (Including Job Title):	Julie McCann Head of Community Services Facilities and Events

	For decision	X	For noting only					
1.0	Purpose and Background							
1.1	To consider and agree to:- <ul style="list-style-type: none">Adoption of Leisure Services Hire Charge for Table Tennis provision in Community Centres							
2.0	Key issues							
2.1	<p>University of the Third Age (U3A) is an established user group of the Dan Rice Hall, Drumaness. As part of their activity programme the group use the main hall to play Table Tennis twice a week.</p> <p>The aim of the U3A is to provide retired people with opportunities to take up new interests or to develop existing ones.</p> <p>A similar group use the Ballymote Sports and Wellbeing centre once a week.</p> <p>The existing Hire Charge Schedule for Community Services does not include a Table Tennis rate and the group have contacted Council to explain that they cannot afford to pay the higher Hall Rate as quoted and have requested that a lower charge is applied as per similar provision in the Ballymote Sports & Wellbeing Centre.</p>							
2.2	<table><tr><td>Original charge</td><td>£13.40 per hour for room hire</td></tr><tr><td>Proposed new charge</td><td>£4.30 per Table per hour</td></tr></table> <p>The adoption of this charge will assist in the development of a consistent pricing strategy within AHC.</p>				Original charge	£13.40 per hour for room hire	Proposed new charge	£4.30 per Table per hour
Original charge	£13.40 per hour for room hire							
Proposed new charge	£4.30 per Table per hour							
3.0	Recommendations							
3.1	The committee approve to proceed to: <ul style="list-style-type: none">Adoption of Leisure Services Hire Charge for Table Tennis provision in Community Centres							
4.0	Resource implications							

4.1	Revenue/Payroll: Loss of Revenue for Hire of Hall as detailed in section 2.2
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i> It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/>
5.2	<i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please complete the following: The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/> The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/>
5.3	<i>Proposal initiating consultation</i> Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/> Consultation period will be 12 weeks <input type="checkbox"/> Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/> <i>Rationale:</i>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

	<div>If yes, please complete the following:</div> <div>Rural Needs Impact Assessment completed<div></div></div>
7.0	Appendices
	None
8.0	Background Documents

Report to:	Active and Healthy Communities Committee
Date of Meeting:	16 August 2021
Subject:	Community Coordination Hub (CCH) Update Report
Reporting Officer (Including Job Title):	Janine Hillen, Assistant Director Community Engagement
Contact Officer (Including Job Title):	Janine Hillen, Assistant Director Community Engagement

Confirm how this Report should be treated by placing an x in either: -

For decision	x	For noting only
---------------------	----------	------------------------

1.0	Purpose and Background
1.1	<p>Purpose</p> <ul style="list-style-type: none"> To note the report. To consider and agree to approve the actions in the Action Sheet of the Community Coordination Hub (CCH) Meeting held on Wednesday 30 June 2021. <p>Background</p> <p>The information in Appendix 1 attached is provided to update the Committee on recent CCH activity and on activity planned to be undertaken by the CCH and its member organisations.</p>
2.0	Key issues
2.1	To coordinate actions to mitigate the impact of Covid-19 on individuals and groups in the community.
3.0	Recommendations
3.1	<p>That the Committee: -</p> <ul style="list-style-type: none"> Note the report. Agree to approve the actions in the Action Sheet attached for: <ul style="list-style-type: none"> ➤ Community Coordination Hub (CCH) Meeting held on Wednesday 30 June 2021.
4.0	Resource implications
4.1	Support and assistance from partners to deliver actions in the CCH action sheet.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i>

	It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices
7.1	Appendix 1: Action sheet of the CCH Meeting held on Wednesday 30 June 2021.
8.0	Background Documents
8.1	None.

NEWRY, MOURNE & DOWN DISTRICT COUNCIL

Minutes of Community Coordination Hub Meeting Wednesday 30 June 2021 @ 2:30pm

In Attendance:

Chair: Damien Brannigan

Aisling Rennick (DEAs & NRAs)
 Sonya Burns (Programmes Unit)
 Eoin Devlin (Health and Wellbeing)
 Sinead Trainor (Health and Wellbeing)
 Alan Beggs (GIS Mapping)
 Lauren McMenamy (Community Planning)
 Julie McCann (Community Services)
 Raymond Jackson (Confederation of Community Groups & Strategic Stakeholder Forum)
 Rosemary McDonnell (Community Advice NMD & Strategic Stakeholder Forum)
 Nicholas McCrickard (CDRCN & Strategic Stakeholder Forum)
 Ruth Allen (SHSCT)
 Gerard Rocks (SHSCT)

Apologies:

Michael Lipsett (Director)
 Janine Hillen (AD Community Engagement)
 Martina Flynn (PSCP)
 Jason White (SEHSCT)
 Sarah McClory (Programmes Unit)

Item	Issue Raised	Agreed:	Referred to	Action taken
2.	Actions from last CCH meeting held on May 2021	<ul style="list-style-type: none"> Rosemarie McD raised a query regarding a meeting with the Trust which was agreed would be addressed later in the agenda. 		
3.	Funding Opportunities for NI Community (Spreadsheet attached)	<ul style="list-style-type: none"> Rosemarie McD and Nicholas McC were in a meeting where it was discussed how the CVS can become more involved in decision making around public funding. Raymond J updated in relation to SSF to submit one strategic application for funding as opposed to individual applications. 		

4.	Updates & Funding Requests	<ul style="list-style-type: none"> Julie McC advised summer schemes under way. Community Centers are proceeding with activity. Sonya B updated on the Financial Assistance in relation to COVID Transition. Aisling R updated on activity under NR which they hope to deliver on. Damien B requested members to email Damien with any arising needs which are emerging so he can collate to DfC for any emerging DfC funding mid year that may be provided to support community to recover from impacts of Covid. Damien B updated on DfC Social Supermarkets – DfC are proposing to roll this model out across each Council area and they will make this bespoke to each area in consultation with the Council and Community Voluntary Sector. Ruth A advised Newry NR area running summer schemes and Neighborhood Growing projects. Gerard R noted the ongoing issue around the Delta variant and the need to proceed with caution around events and delivery of programmes. Alan B advised in relation to the Strategic Stakeholder Forum there will be a member of staff dedicated to this to discuss projects going forward. He thanked members for their attendance at the meeting this morning. Since last meeting there had been the emergency response in Kilkeel and noted thanks to the CVS for their assistance with this. Nicholas McC advised that the Council are rolling out the asymptomatic testing pilot scheme at the Ballymote Health & Wellbeing Centre to help test the systems. Sonya B updated Sarah McC will be attending a research meeting in relation to the volunteer response during COVID. 	All
5.	Request from DfC	<ul style="list-style-type: none"> Request received from DfC to attend future CCH meetings and therein the ToR will have to be amended. Raymond J noted the potential for a Conflict of Interest as DfC funder so this will need to be considered in the ToR. All agreed DfC be invited to attend and ToR will be amended accordingly. Gerard R enquired about extending an invite to the PHA onto the CCH and it was agreed consideration be given to inviting PHA onto the CCH. 	
6.	Newry, Mourne and Down District Council DfC Covid-19 Funding Schemes and	<p>Agreement in principal for each proposal which will be subject to ratification at the August AHC meeting. All proposals may also have to be reviewed by DfC prior to approval.</p> <ol style="list-style-type: none"> 1. Project Proposal – Youth Media Project (Aisling R) 2. Project Proposal – Re-Connect Roadshow (Aisling R) 3. Connect and Engage Media Proposal (Aisling R) 	

	<p>Funding Requests – 1 April 2020 to 31 March 2021.</p>	<p>The first three were considered together. Gerard R requested that links to the Trust and PHA are made for any projects which are focussed on mental health and wellbeing to ensure a joined up approach. Ruth A highlighted that in relation to the schools programme that schools are not currently mixing however this could be done in a digital format. Raymond J highlighted the need for the CVS to also be involved in these discussions.</p> <ol style="list-style-type: none"> 4. DfC Funding Scheme Proposal COVID-19 Warm, Well & Connected (Sinead T) 5. Call 3 for Financial Assistance COVID Transition theme (Sonya B) 6. Community Services Covid Fund Proposals (Julie McC) 7. Verve Network Proposal (Gerard R) <p>Concerns were raised in relation to ongoing running costs. Project to be referenced with the SSF which has representatives from Family Support Hubs.</p> <ol style="list-style-type: none"> 8. Poverty Support Proposal (Gerard R) <p>This can be linked to the SSF project below.</p> <ol style="list-style-type: none"> 9. Strategic Stakeholder Forum (SSF) Draft Application to Community Coordination Hub (CCH) (Raymond J) <p>Raymond J highlighted need for foodbanks to have their supplies replenished in the immediate future. Ruth A suggested that each individual project within this proposal is brought forward to the Hub to identify potential gaps and ensure there is no duplication.</p> <ol style="list-style-type: none"> 10. Proposed Initiative from SSP – Communities Leading Change – Covid Recovery and Mental health (Lauren McM/Alan B) 11. Health & Wellbeing Department - Sustainable Food Places Programme (SFP) (Eoin D) <p>Agreement in principal subject to synergies across the projects where there is an identified need.</p> <p>The mental health projects t (1,2,3, 7, 10) to be brought for review within the Mental Health Priority Working Group.</p> <p>Discussions will be held between SSF, SHSCT and SEHSCT in relation to combining projects 8 and 9.</p>	<p>AB, AR, GR, RA</p> <p>NMcC, RMcD, RJ, GR, JW</p>
--	--	---	---

	Dates & times of future meetings	<ul style="list-style-type: none">• 25th August 2021 at 2.30pm		
--	----------------------------------	---	--	--

Report to:	Active and Healthy Communities Committee
Date of Meeting:	16 August 2021
Subject:	District Electoral Area (DEA) Forums Update Report
Reporting Officer (Including Job Title):	Janine Hillen, Assistant Director Community Engagement
Contact Officer (Including Job Title):	Damien Brannigan, Head of Engagement

Confirm how this Report should be treated by placing an x in either: -

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
---------------------	-------------------------------------	------------------------	--------------------------

1.0	Purpose and Background
1.1	<p>Purpose</p> <ul style="list-style-type: none"> To note the report. To consider and agree to approve the actions in the Action Sheets attached from the DEA Forum Private Meetings listed in 3.1 below. <p>Background</p> <p>The information in Appendix 1 attached is provided to update the Committee on recent DEA activity and on activity planned to be undertaken by the DEAs (subject to COVID-19 restrictions, guidelines and requirements).</p>
2.0	Key issues
2.1	Any activity undertaken by the DEAs must be compliant with COVID-19 restrictions, guidelines and requirements.
3.0	Recommendations
3.1	<p>That the Committee: -</p> <ul style="list-style-type: none"> Note the report. Agree to approve the actions in the Action Sheet attached for: <ul style="list-style-type: none"> ➤ Crotlieve DEA Forum Private Meeting held on Tuesday 15 June 2021. ➤ Rowallane DEA Forum Private Meeting held on Wednesday 16 June 2021. ➤ Newry DEA Forum Private Meeting held on Thursday 17 June 2021. ➤ Slieve Croob DEA Forum Private Meeting held on Tuesday 22 June 2021. ➤ Slieve Gullion DEA Forum Private Meeting held on Tuesday 3 August 2021. ➤ Rowallane DEA Forum Private Meeting held on Tuesday 3 August 2021. ➤ Mournes DEA Forum Private Meeting held on Monday 2 August 2021
4.0	Resource implications
4.1	Support and assistance from partners to deliver actions in the DEA action plans.

5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices

7.1	<ul style="list-style-type: none"> ➤ Appendix 1: Update on the ongoing work of the DEAs. ➤ Appendix 2: Action Sheet of Crotlieve DEA Forum Private Meeting, 15 June 2021. ➤ Appendix 3: Action Sheet of Rowallane DEA Forum Private Meeting, 16 June 2021. ➤ Appendix 4: Action Sheet of Newry DEA Forum Private Meeting, 17 June 2021. ➤ Appendix 5: Action Sheet of Slieve Croob DEA Forum Private Meeting, 22 June 2021. ➤ Appendix 6: Action Sheet of Slieve Gullion DEA Forum Private Meeting, 3 August 2021. ➤ Appendix 7: Action Sheet of Rowallane DEA Forum Private Meeting, 3 August 2021. ➤ Appendix 8: Action Sheet of Mourmes DEA Forum Private Meeting 2 August 2021
8.0	Background Documents
8.1	None.

Appendix 1

The following information is provided to update the Committee on recent DEA activity and on activity planned to be undertaken by the DEAs (subject to COVID-19 restrictions).

All People in Newry, Mourne and Down Enjoy Good Health and Wellbeing

Level of Health Status:

All seven DEAs have collaborated with the Council's Health Improvement team to develop a Mental Health Campaign called Check In Check Up.

The Council's Health Referral Coordinator collaborated with Downpatrick, Rowallane and Slieve Croob DEA Coordinators to develop the Be Active and from this the Smile Initiative was born. All participants were challenged whilst out and about being active to take photographs of something that brought a smile to their face. During the presentation held on Friday 18 June 2021 in Down Leisure Centre all those who took part were gifted a framed copy of the photograph they had submitted to take home as reminder which will make them smile every time they look at it.

Crotlieve DEA has supported 4 Summer Diversionary Schemes in partnership with the EA across Crotlieve. The schemes took place in Hilltown, Warrenpoint, Rostrevor and Saval.

Rowallane DEA had a fully booked Action Cancer Bus in Darragh Cross GAC on Saturday 24 July 2021.

Slieve Gullion DEA has linked in with local summer schemes and the Council's Health Inequalities Officer to deliver health themed information sessions. This includes Take 5 talks and dental packs for children to encourage good dental hygiene.

Slieve Gullion DEA is working in partnership with local agencies to deliver a health event in Newtownhamilton on Saturday 21 August 2021. The event will feature a number of workshops, and information sessions on the day including mental health support, and taster activities.

As part of its Health & Wellbeing Programme, Downpatrick DEA, in partnership with County Down Rural Community Network, will be bringing the Action Cancer Bus to Bright GAA grounds on Friday 27 August 2021.

All People in Newry, Mourne and Down Live in Respectful, Safe and Vibrant Communities

Level of Civic Participation and Good Relations:

Newry, Slieve Gullion and Crotlieve DEAs supported a Syrian Family Event to assist the community with information from the statutory sector and provide resources for health and safety.

Newry, Crotlieve and Slieve Gullion DEAs are currently planning a Schools Multi Cultural Programme to be launched in the Autumn in primary schools. Resource packs will accompany the programme.

Level of Personal Safety and Crime:

Crotlieve DEA supported the extension of the RESPECT Kilbroney Kicks youth programme in Rostrevor for 5 weeks during the summer months in partnership with PCSP, EA and PSNI. The programme was developed in response to ASB that had been prevalent in the area.

Slieve Gullion DEA linked with local community groups to deliver a Keep Safe information campaign for children and young people. The information campaign was developed in response to a recent attempted abduction of two children in the area and provides safety tips for children and teens to keep safe while out in local parks and in the local area.

Slieve Gullion DEA has launched an anti-drug campaign which will run from August through September 2021. The social media campaign will feature a range of information and signposting to local support services. The campaign will also include leaflets and posters which have been distributed to local clubs and community groups.

Newry, Mourne and Down District Council**Action Sheet of Crotlieve District Electoral Area (DEA) Forum Private Meeting
held on Tuesday 15th June 2021 at 1.00 pm via Microsoft Teams**

Chairperson:	Councillor Declan McAteer
In Attendance:	Councillor Mark Gibbons Councillor Gerry O'Hare Councillor Karen McKeivitt Councillor Jarlath Tinnelly
Independent Members:	Clare Shields – County Down Rural Community Network Thelma Thompson- Altnaveigh House
Statutory Partners:	Carie Crawford – Education Authority
Council Officials:	Shirley Keenan – Crotlieve DEA Co-ordinator Aisling Rennick – Engagement & Development Manager Claire Loughran – Safer Communities & Good Relations Officer
Others in Attendance:	None
Apologies:	Councillor Michael Ruane Tania Baille – Confederation of Community Groups Damien Brannigan - Head of Engagement Deirdre Magill – Southern Health & Social Care Trust Eileen Murphy - Wellbeing Action Partnership

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed.
DEA/C/49/2021	Declaration of Interest.	There were no declarations of interest declared.	COMPLETED.
DEA/C/50/2021	Matters arising from Action Sheet from meeting held on 20 th April 2021.	Action sheet confirmed as a true and accurate record.	COMPLETED.
DEA/C/51/2021	DEA Co-ordinator's Report/ Spend and Action Plan.	Planned Projects agreed by Forum Members along with associated budget. Projects include Good Relations Project Multicultural Project, Summer Diversionary Projects across Crotlieve in partnership with EA and PCSP, Mental Health Campaign, Schools' Cultural Programme.	DEA Co-ordinator to continue with delivery and implementation. Proposed by Cllr J Tinnelly and Seconded by Cllr M Gibbons.

DEA/C/51/2021	Update from Education Authority.	Presentation of planned work across Crotlieve in partnership with DEA Forum.	Spend approval agreed to support projects.
DEA/C/52/2021	Update from PCSP.	Presentation of planned work in partnership with DEA Forum.	Spend approval agreed to support projects.
DEA/C/32/2021	Warrenpoint Town FC.	Request from Warrenpoint Town Football Club via Cllr Mark Gibbons for Council to erect lighting inside Council property boundary.	DEA Co-ordinator to refer matter to relevant Council department. COMPLETED. ITEM TO REMAIN ON AGENDA.
DEA/C/07/2020	Update on Toilets in Warrenpoint Park.	DEA Co-ordinator to obtain update.	Matter ongoing, update provided today from relevant Council officer via DEA Coordinator.
DEA/C/08/2020	Historical Walking Tours.	Item to now be removed from Agenda.	Relevant Council officer contacted, and matter passed to ERT Department. COMPLETED.

DEA/C/09/2020	Update on Warrenpoint Baths.	Item to remain on agenda.	Councillors were recently updated by ERT Department and will continue to be updated.
DEA/C/53/2021	Cloughmore Terrace Parking Warrenpoint.	Requested that Crotlieve DEA Forum raise a residents issue with DFI regarding parking.	Proposed by Cllr McKevitt and Seconded by Cllr McAteer.
DEA/C/54/2021	Date of next meeting.	The next meeting date: 10 th August 6.00 pm.	DEA Co-ordinator to forward papers and Teams Link.

The meeting ended at: 13.55 pm

Newry, Mourne and Down District Council

Action Sheet of Rowallane District Electoral Area (DEA) Forum Private Meeting held on Wednesday 16th June 2021 at 3.00 p.m. via Microsoft Teams

Chairperson:	Councillor Terry Andrews
In Attendance:	Councillor Patrick Brown Councillor William Walker Councillor Robert Burgess Councillor Kathryn Owen
Independent Members:	Brian Gamble, Saintfield Development Association Richard Orme, Ballynahinch Community Collective Lise Curran, County Down Rural Community network
Statutory Partners:	None
Council Officials:	Aisling Rennick, Engagement & Development Manager Ellen Brennan, DEA Co-Ordinator
Others in Attendance:	None
Apologies:	Lawrence Murphy, SANDSA Roisin Erskine, Health and Wellbeing

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed.
DEA/ROW/8/1/2021	Declarations of Interest	No declarations of interest were made.	Noted.
DEA/ROW/8/2/2021	Matters arising from action sheet of meeting held on 28 th April, 2021	<p>Following discussion members unanimously agreed that a letter be sent to the Director of Active & Healthy Communities asking for the steel structure to be withdrawn from the market as its value had not been achieved.</p> <p>Members noted that the local MP had met with Langley Road Community Group regarding the development of the pavilion and pitches which had been positively received. The MP plans a further meeting with the Director of AHC and the Chief Executive to progress this matter.</p> <p>On the proposal of Councillor Burgess which was seconded by Councillor Owen the action sheet of meeting held on 28th April 2021 was approved as a true record.</p>	<p>DEA Coordinator to contact Director of AHC.</p> <p>Members noted this update.</p> <p>Action sheet accepted as true record.</p>
DEA/ROW/8/3/2021	Election of Chairperson and Vice-Chairperson	<p>Councillor Owen thanked everyone for their help and support during her year as Chairperson and invited nominations for the incoming Chairperson and Vice-Chairperson.</p> <p>Councillor Burgess proposed that Councillor Andrews be appointed as</p>	<p>Councillor Andrews was appointed as Chairperson of the DEA Forum for the year 2021/22 with Councillor Burgess appointed as Vice Chairperson.</p>

		<p>Chairperson and this was Seconded by Councillor Walker, in the absence of further nominations Councillor Andrews was appointed as Chairperson.</p> <p>On the proposal of Councillor Owen which was Seconded by Councillor Walker, Councillor Burgess was nominated for the post of Vice-Chairperson and in the absence of any other nominations was appointed as Vice Chairperson for the incoming year.</p>	
DEA/ROW/8/4/2021	PCSP Update report	<p>Members noted the contents of the PCSP report which had been circulated prior to the meeting. Following discussion on the rise of ASB throughout the DEA Members asked that a single item meeting of the Forum be organised with the PSNI Inspector Darren Hardy and Bethany Parkinson Education Authority to discuss methods of combating this rising problem.</p>	<p>DEA Coordinator to schedule meeting to discuss rising ASB incidents in Rowallane with Inspector Darren Hardy PSNI and Bethany Parkinson Education Authority.</p>
DEA/ROW/8/5/2021	DEA Coordinator's Report	<p>Copy of the report had been circulated prior to the meeting and Members noted the contents of same. Following discussion, it was agreed that the idea of a mental health and wellbeing podcast continue to be explored with the Council's Marketing Section.</p>	<p>DEA Coordinator to follow up Podcast on mental health and wellbeing with the Marketing Section.</p>

The meeting ended at 15.44 p.m.

Newry, Mourne and Down District Council

Action Sheet of Newry District Electoral Area (DEA) Private Meeting held on Thursday 17 June 2021 at 1.00pm via Microsoft Teams

Chairperson: Councillor Charlie Casey

In Attendance: Councillor Roisin Mulgrew
Councillor Valerie Harte
Councillor Gary Stokes
Councillor Michael Savage

Independent Members: Raymond Jackson, CCG
Eamon Connolly, BID
Noreen Rice, Newry Neighbourhood Renewal
Partnership
Jessica Kane, Newry Chamber of Commerce
Colin Hanna, NMEA

Statutory Partners: Warren Roberts, PSNI
Liam Gunne, NIHE
Pauline McQuillan, EA Youth Service

Council Officials: Kerri Morrow, Newry DEA Coordinator
Claire Loughran, PCSP Officer
Connor Haughey, Head of Outdoor Leisure
Aisling Rennick, Engagement & Development
Manager

Apologies: Councillor Gavin Malone
Brian Lockhart, Orange Order

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed
DEA/N/2021/1	EU Settlement Scheme	Recommendation to circulate information regarding the settlement scheme throughout DEA databases.	Coordinator to progress.
DEA/N/2021/2	Kickabout Killeavey Road	Recommendation that outdoor Leisure Services provide an update on plans for this site	Coordinator to contact relevant department.
DEA/N/2021/3	Youth Intervention	Recommendation to develop youth engagement opportunities with key partners during summer period	Coordinator to liaise with relevant stakeholders.

The meeting ended at: 3.15 pm

Newry, Mourne and Down District Council

Action Sheet of Slieve Croob District Electoral Area (DEA) Forum Private Meeting
 held on Tuesday 22nd June 2021 at 3.30pm via Microsoft Teams

Chairperson:

Councillor Roisin Howell

In Attendance:
 Councillor Alan Lewis
 Councillor Hugh Gallagher
Independent Members:

Heather Holland, County Down Rural Community Network (CDRCN)

Statutory Partners:

None

Council Officials:
 Priscilla McAlinden, Slieve Croob DEA Coordinator
 Aisling Rennick, Engagement & Development Manager
 Colleen Morrison, Sports Development Officer
 Ryan Flynn, Sports Development Officer
 Judith Thompson, PCSP Officer
Others in Attendance:

None

Apologies:
 Councillor Andrew McMurray
 Councillor Catherine Mason
 Damien Brannigan, Head of Engagement
 Catherine Kennedy, Loughinisland Youth Club
 Felix Blaney, Castlewellan Community Partnership
 Alan Dumigan, Down Senior Forum

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken / date completed or progress to date if not yet completed.
DEA/SC/3/2021	Declaration of Interest	No Declarations of Interest were made.	Noted.
DEA/SC/4/2021	Matters arising from Action Sheet of meeting held on 20 th April 2021	Action Sheet from 20 th April 2021 was proposed as a true record.	Proposed by Councillor Gallagher Seconded by Councillor Lewis.
DEA/SC/5/2021	Sport and Health Programmes	<p>Presentation from Sports Development Officers regarding proposed summer programme and ongoing work.</p> <p>Pop Up Play sessions to be implemented in Castlewellan during the summer and Sports Development Officer to implement a second programme in Ballykinler if funding becomes available.</p> <p>Sports Development Officer to investigate the possibility of securing funding for reactionary sport and health programmes.</p>	<p>Sports Development Officer.</p> <p>Sports Development Officer.</p>

		Councillor Howell to forward contact details of newly formed Castlewellsan Youth Club to Sports Development Officer.	Councillor Howell.
DEA/SC/6/2021	PCSP Update	<p>Presentation from PCSP Officer regarding work of the Police & Community Safety Partnership.</p> <p>To address Anti-Social Behaviour issues in Castlewellsan, an interactive Friday night football programme to commence.</p> <p>PCSP Officer to explore possibility of rolling out circus skills programme in Castlewellsan Youth Club.</p> <p>Rapid Bin to be located at the Credit Union.</p>	<p>PCSP Officer.</p> <p>PCSP Officer.</p> <p>PCSP Officer.</p>
DEA/SC/7/2021	Action Plan Update	All Forum Members approved project proposals outlined and associated budget.	DEA Coordinator to action.
DEA/SC/9/2021	Date and time of next meeting	Next meeting is scheduled to take place on 21 st September at 3.30pm.	DEA Coordinator to action.

The meeting ended at: 4.32pm

Newry, Mourne and Down District Council

Action Sheet of Slieve Gullion District Electoral Area (DEA) Forum Private Meeting held on Tuesday 3rd August 2021 at 4.30pm via Microsoft Teams

Chairperson:	Councillor A Finnegan
In Attendance:	Councillor P Byrne Councillor O Magennis Councillor Barra O'Muire
Independent Members:	Teresa Nugent, Rural Health Partnership
Statutory Partners:	Annie Clarke, SHCST
Council Officials:	Taucher McDonald, DEA Coordinator Slieve Gullion Aisling Rennick, Engagement & Development Manager Claire Loughran, Safer Communities & Good Relations Officer
Others in Attendance:	Laurence Bradley, Confederation of Community Groups
Apologies:	Councillor M Larkin

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed.
DEA/SG/16/2021	Declaration of Interest	No Declarations of Interest were made.	Noted.
DEA/SG/17/2021	Matters arising from Action Sheet from meeting held on 8 th June 2021 via Teams	Proposed by Cllr Finnegan and Seconded by Cllr Larkin.	Noted.
DEA/SG/19/2021	Anti-Drug Campaign	Cllr Byrne explained the background to an anti-drug campaign being developed by a number of the local GAA clubs which was now being expanded to include other sports and schools.	Agreed DEA Coordinator to contact clubs to clarify how the Forum could support this campaign where possible. Update – Social media campaign has been launched. Forum to look at possible local sports personalities to promote the message.
DEA/SG/20/2021	Update from PCSP	Safer Communities & Good Relations Officer gave an update on the work of the PCSP including Summer Intervention programmes including	Noted.

		diversionary activities, and the installation of additional RAPID Bins at Newtownhamilton Community Centre and Crossmaglen Toilet Block.	
DEA/SG/21/2021	Rural Health Partnership	Teresa Nugent updated the Forum on the work of the Rural Health Partnership including the Big Lottery funded programme for Settled Irish Travellers, farm families and young families and the Partnership's involvement with the social prescribing model.	Noted.
DEA/SG/22/2021	Southern Health and Social Care Trust	Annie Clarke gave an update on the work of the Southern Trust including funding schemes now open.	Noted.
DEA/SG/24/2021	Halloween Diversionary Activities	Forum Members to organise multi-agency meeting to discuss activities for Ard Ross area.	DEA Coordinator to progress.

DEA/SG/25/2021	Dorsey Speed Ramps/Signage	DEA Forum to meet with community association to identify specific traffic and speed issues. DEA Coordinator to organise.	DEA Coordinator to progress.
DEA/SG/2021	Fencing in Jim Steen Park	Meeting with Outdoor Leisure team to be organised to discuss options and alternatives to fencing. DEA Coordinator to organise.	DEA Coordinator to contact Outdoor Leisure.
DEA/SG/23/2021	Date of next meeting	Agreed next meeting be held on Tuesday 12 th October at 4.30 pm.	

The meeting ended at: 4.58pm.

Next meeting scheduled for Tuesday 12th October 2021 at 4.30pm on Teams.

Newry, Mourne and Down District Council

Action Sheet of Rowallane District Electoral Area (DEA) Forum Private Meeting held on Tuesday 3rd August 2021 at 2.00 p.m. via Microsoft Teams

Chairperson:

Councillor Terry Andrews

In Attendance:

Councillor Patrick Brown
Councillor William Walker
Councillor Robert Burgess

Independent Members:

Richard Orme, Ballynahinch Community Collective

Statutory Partners:

None

Council Officials:

Aisling Rennick, Engagement & Development Manager
Judith Thompson, PCSP Officer
Ellen Brennan, DEA Co-Ordinator

Others in Attendance:

None

Apologies:

Councillor Kathryn Owen
Councillor Robert Burgess
Lawrence Murphy, SANDSA
Lise Curran, CDRCN
Brian Gamble, SDA
Roisin Erskine, Health and Wellbeing

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed.
DEA/ROW/9/3/2021	Declarations of Interest	No declarations of interest were made.	Noted.
DEA/ROW/9/4/2021	Propose and Second Action Sheet of meeting held on 16 th June 2021	On the proposal of Richard Orme which was seconded by Councillor Walker the action sheet of meeting held on 16 th June 2021 was approved as a true record.	Action sheet accepted as true record.
DEA/ROW/9/5/2021	Update from PCSP	<p>The PCSP Officer gave an update on the ASB Group and associated Action Plan which is currently being implemented. 5 Engagement Events have taken place within Rowallane which proved very successful. Members also noted what action had been undertaken on Drugs/Alcohol, Home secure, Road Safety, Speed Indicator Signs (SIDs) and Bonfire Management. Some areas of ASB were highlighted including Saintfield and Ballynahinch which the PCSP Officer agreed to raise with the PCSP Manager.</p> <p>Following discussion, it was Agreed that a recommendation be made to Strategic Policy & Resources to seek additional</p>	<p>Members noted the PCSP Officer's verbal update and agreed that a recommendation be made to Strategic Policy & Resources seeking additional funding to rollout the SIDs across the District.</p> <p>The PCSP Officer agreed to raise ASB concerns in Ballynahinch and Saintfield with the PCSP Manager.</p>

		funding to roll out the SID's across the District.	
DEA/ROW/9/6/2021	Progress on Leisure Facilities in Ballynahinch Centre and Market House	<p>The DEA Coordinator updated members on progress regarding the provision of Leisure Facilities in Ballynahinch including the proposed upgrading of the Market House.</p> <p>Richard Orme wished to pass on his thanks to the Council's ERT Department for the tidying up of the steel structure and other eyesores in the town.</p>	<p>Members noted the DEA Coordinator's verbal report.</p> <p>Richard Orme recorded his thanks to the Council's ERT Department for the improvements made to the steel structure and other premises throughout the town which had become an eyesore.</p>
DEA/ROW/9/7/2021	Update on Saintfield Community Centre	The DEA Coordinator advised that a meeting had been scheduled for the 18 th August to discuss future plans for Saintfield Community Centre.	Members noted the DEA Coordinator's verbal report.
DEA/ROW/9/8/2021	DEA Coordinator's report	The DEA Coordinator outlined what actions had been undertaken since the last meeting and outlined plans for future projects.	Members noted the verbal report.

The meeting ended at 3.25 p.m.

Newry, Mourne and Down District Council

Action Sheet of Mourne District Electoral Area (DEA) Forum
held on Monday 2 August 2021 at 12.00noon via Microsoft Teams

Chairperson: Councillor Glyn Hanna

In Attendance: Councillor Laura Devlin
Councillor Harold McKee
Councillor Henry Reilly

Independent Members: Andy Hall, SANSA

Council Officials: Donna Mulholland, DEA Coordinator
Kathleen Magee, DEA Coordinator
Judith Thompson, PCSP

Others in attendance: Alison Holdsworth, ASCERT
Ciara Doris, Start 360
Annie Clarke, Southern Trust
Paula Nixon, CDRCN

Apologies: Councillor Sean Doran
Councillor Leeanne McEvoy

Deirdre Magill, Southern Trust
Damien Brannigan, Head of Engagement

ITEM	SUBJECT	DECISION	FOR COMPLETION – including actions taken/date completed or progress to date if not yet completed
MOU/2021/47	Welcome/Introductions		Noted.
MOU/2021/48	ASCERT & START 360	Ciara Doras (Start 360) & Alison Holdsworth (ASCERT) provided the Forum with information on the services/programmes/projects surrounding drug & alcohol abuse that they currently offer	Noted
MOU/2021/49	PCSP	Judith Thompson, PCSP Officer provided an update on the current PCSP programme and in particular the provision of Speed Indicator Signs	PCSP to contact other Councils to determine how they fund speed indicators signs and the criteria used for deployment of the signs
MOU/2021/50	AIB Banks in Kilkeel & Newcastle	The Forum Highlighted concerns with the closure of banks in the Newcastle & Kilkeel area	DEA to contact the CEOs of relevant banks raising concerns with regard to service provision for residents in the Mourne area.

MOU/2021/51	Out of Hours & Ambulance Services	The Forum highlighted concerns with closure of Out of Hours services and limited ambulance response in the Mournes area	DEA to extend an invitation to the NI Ambulance Service and Southern Trust for representatives to attend the next Mournes Forum to discuss out of hours and ambulance provision
MOU/2021/52	Kilkeel River	Cllr McKee raised concerns about the status of the Kilkeel River. The River is the responsibility of Rivers Agency and requires care & attention	DEA coordinator to contact KDA to clarify any progress they had made in contact with Rivers Agency on this issue.

The meeting ended at: 1.15 pm

Report to:	Active and Healthy Communities Committee
Date of Meeting:	16 August 2021
Subject:	Service level agreement for use of changing rooms within Dan Rice Hall Drumaness by Drumaness Cricket Club
Reporting Officer (Including Job Title):	Janine Hillen Assistant Director: Community Engagement
Contact Officer (Including Job Title):	Julie McCann Head of Community Services Facilities and Events

Confirm how this Report should be treated by placing an x in either:-

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
--------------	-------------------------------------	-----------------	--------------------------

1.0	Purpose and Background
1.1	<p>To consider and agree to:-</p> <p>Approval to issue a Service Level Agreement (SLA) to Drumaness Cricket Club for the use of the changing rooms within Dan Rice Hall, Drumaness (as per charges outlined within outdoor leisure hire charges).</p>
2.0	Key issues
2.1	<p>Drumaness Cricket Club is the responsibility of Leisure & Sport, however changing facilities for the Club is accessed through Dan Rice Hall, Drumaness, which is managed by Community Engagement.</p> <p>Drumaness Cricket Club has recently entered into an SLA, detailing the annual hire of the cricket wicket. Subsequent to this, a request has been received by Council for a similar SLA to cover use of the changing rooms in Dan Rice Hall, Drumaness.</p> <p>This means, Club representatives will be able to manage the use of the changing rooms, allowing access outside of normal operating hours and maintaining cleanliness standards.</p> <p>At present Community Services do not have an annual service charge for the hire of the changing room, it is therefore proposed that for the purposes of this agreement, we adopt the outdoor leisure pricing schedule for Club Use Per Season (Pavillion).</p> <p>This will assist in achieving NMDDC Corporate Objectives 2021 – 2023:</p> <ul style="list-style-type: none"> • Enable and support people to engage in inclusive and diverse activities in their communities • Empowered communities influencing local services and development
3.0	Recommendations

3.1	<p>The committee approve to proceed to:</p> <p>Approval to issue a Service Level Agreement (SLA) to Drumaness Cricket Club for the use of the changing rooms within Dan Rice Hall Drumaness (as per charges outlined within outdoor leisure hire charges).</p>
4.0	Resource implications
4.1	<p>Revenue/Payroll:</p> <p>By offering the service level agreement, community services will not have a cost to staff Dan Rice Hall for cricket bookings, although the income generated will be less</p> <p>Capital:</p>
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>

6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices
	Appendix 1 Outdoor Leisure pricing schedule
8.0	Background Documents

4				Indoor Leisure Charges 2020-21 (Gross Total)	Indoor Leisure Charges 2021-22 (Gross Total)	Indoor Leisure Charges 2021-22 (Net)	Charges 2021-22 VAT Notes - Standard Rate(SR) or Exempt (Ex)
Grass Pitch and Pavilion (where internal doors remain changing rooms required then this price includes 2x changing rooms and 1x referee change)		All bookings will be charged pro rata up and down against 90min slots					SR UNLESS SERIES OF LETS
	Adult	2hr booking		£63.40	£63.40	£50.72	SR UNLESS SERIES OF LETS
	Junior	2hr booking		£27.90	£27.90	£22.32	SR UNLESS SERIES OF LETS
Grass Pitch Only							SR UNLESS SERIES OF LETS
	Adult	2hr booking		£48.10	£48.10	£38.48	SR UNLESS SERIES OF LETS
	Junior	2hr booking		£21.80	£21.80	£17.44	SR UNLESS SERIES OF LETS
Changing Room/Pavilion Only		Adult and Junior	2hr booking	£22.00	£22.00	£22.00	Ex
Cricket Square		Cricket	per day	£87.50	£87.50	£70.00	SR UNLESS SERIES OF LETS
All Weather Pitch & Pavilion (Non Floodlight)							SR UNLESS SERIES OF LETS
per 60 mins	Adult	Langley Road and Dunsieath		£21.20	£21.20	£16.96	SR UNLESS SERIES OF LETS
	Junior	Langley Road and Dunsieath		£9.00	£9.00	£7.20	SR UNLESS SERIES OF LETS
All Weather Pitch & Pavilion (Floodlight)							SR UNLESS SERIES OF LETS
per 60 mins	Adult	Langley Road and Dunsieath		£25.70	£25.70	£20.56	SR UNLESS SERIES OF LETS
	Junior	Langley Road and Dunsieath		£11.40	£11.40	£9.12	SR UNLESS SERIES OF LETS
Synthetic Pitch 2G							
Floodlit	Half Pitch	Newcastle, Sandfield and St Colmans B Hinch only		£46.30	£46.30	£37.04	SR UNLESS SERIES OF LETS
	Full Pitch	Newcastle, Sandfield and St Colmans B Hinch only		£69.70	£69.70	£55.76	SR UNLESS SERIES OF LETS
Non Floodlit	Half Pitch	Newcastle, Sandfield and St Colmans B Hinch only		£23.50	£23.50	£18.80	SR UNLESS SERIES OF LETS
	Full Pitch	Newcastle, Sandfield and St Colmans B Hinch only		£46.00	£46.00	£37.44	SR UNLESS SERIES OF LETS
Floodlights in addition to pitch hire		Per 60 mins	Site Specific Annanborough	£20.70	£20.70	£16.56	SR UNLESS SERIES OF LETS
St Colmans Sports Complex							
3G pitch Floodlit	Half pitch	SCSC only		£45.10	£45.10	£36.08	SR UNLESS SERIES OF LETS
	Full pitch	SCSC only		£90.20	£90.20	£72.16	SR UNLESS SERIES OF LETS
	Third of pitch	SCSC only		£35.00	£35.00	£28.00	SR UNLESS SERIES OF LETS
3G pitch Non-Floodlit	Half pitch	SCSC only		£37.20	£37.20	£29.76	SR UNLESS SERIES OF LETS
	Full pitch	SCSC only		£74.20	£74.20	£59.44	SR UNLESS SERIES OF LETS
	Third of pitch	SCSC only		£28.90	£28.90	£23.12	SR UNLESS SERIES OF LETS
St Colmans Athletic Track							
Membership per year	Adult	SCSC only		£87.80	£87.80	£74.08	SR
	Under 18	SCSC only		£38.40	£38.40	£31.52	SR
	Family	SCSC only		£135.10	£135.10	£108.08	SR
	Concessionary	SCSC only		£56.20	£56.20	£44.96	SR
Casual Usage	Adult	SCSC only		£4.50	£4.50	£3.60	SR
	Under 18	SCSC only		£3.40	£3.40	£2.72	SR
Athletic Track Hire							
Exclusive use with Floodlights		SCSC only		£61.90	£61.90	£49.52	SR UNLESS SERIES OF LETS
Exclusive use		SCSC only		£45.00	£45.00	£36.00	SR UNLESS SERIES OF LETS
Non-Exclusive use with Floodlights		SCSC only		£39.40	£39.40	£31.52	SR UNLESS SERIES OF LETS
Non-Exclusive Use		SCSC only		£28.10	£28.10	£22.48	SR UNLESS SERIES OF LETS
Changing Room Hire		SCSC only		£10.20	£10.20	£8.16	SR
Discs		Per Day		£182.20	£182.20	£145.76	Ex
Furniture/ External Open Spaces		Per Day		£227.40	£227.40	£181.92	Ex
Car Boot Sales		Excl - June & Sept		£51.50	£51.50	£41.20	SR
		July & Aug		£56.70	£56.70	£45.36	SR
Tennis							EXEMPT- SERIES OF LETS
Club Season use		Newry	Site specific	£1,617.30	£1,617.30	£1,617.30	Ex
	Warmuppoint	Site specific		£975.80	£975.80	£975.80	Ex
	Rainbow	Site specific		£762.30	£762.30	£762.30	Ex
Tennis Bubble, Our Lady's Newry							
	Casual Hire per hour	Casual Hire (Max 4 People)	N/A		£6.50	£6.50	Ex
	Casual Hire per hour - Concession	Casual Hire (Max 4 People)	N/A		£4.50	£4.50	Ex
	Private Coaching Fee per year		N/A		£226.00	£226.00	Ex
	Private Coaching Fee 60		N/A		£20.00	£20.00	Ex
	Private Coaching Fee 120	per hour	N/A		£10.00	£10.00	Ex
	Multi Sport Exclusive Use of Bubble	per hour	N/A		£20.00	£20.00	Ex
Bowls							EXEMPT- SERIES OF LETS
Club Season use		Beesbrook	Site specific	£602.60	£602.60	£602.60	Ex

77

Report to:	Active and Healthy Communities
Date of Meeting:	16 th August 2021
Subject:	Update report on the provision of logistical support for Events
Reporting Officer (Including Job Title):	Janine Hillen – Assistant Director Community Engagement
Contact Officer (Including Job Title):	Julie Mc Cann- Head of Community Services, Facilities and Events

Confirm how this Report should be treated by placing an x in either:

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
--------------	-------------------------------------	-----------------	--------------------------

1.0	Purpose and Background
1.1	<p>In line with the Council's Procedure in relation to Supporting Community Events, Council provides logistical support to constituted community/ voluntary organisations who manage community run events throughout the District. This includes the provision of marquees, gazebos, tables, chairs and barriers.</p> <p>The purpose of providing this logistical support is to:</p> <ul style="list-style-type: none"> • Empower local communities • Encourage community organisations to play a greater role in the management of events • Promote equality of opportunity, good relations and assist in supporting groups identified under Section 75, Northern Ireland Act (1998).
2.0	Key issues
2.1	In March 2020 it was agreed to suspend the provision of logistical support to events due to the Covid-19 pandemic.
2.2	Over the last number of weeks, the Community Services Department have received requests from both comm / vol groups and internal council departments for logistical assistance for events running over the summer months.
2.3	Officers have met with the SHEP department regarding risks to providing such equipment and to explore additional measures that can implemented to minimise risk. As a result, Officers are undertaking risk assessments including reviewing the option of using wireless charging nano-blue light atomizers (currently used by refuge vehicles).
2.4	<p>Subsequent to these discussions, it is recommended that the provision of logistical support is reintroduced on a phased basis.</p> <ul style="list-style-type: none"> • Restricted support to groups to commence on 15th September 2021.

	<ul style="list-style-type: none"> To include the provision of tables/chairs/ barriers and 10ftx10ft gazebos which groups will be responsible for erecting and dismantling (13ft x 13ft gazebos will not be loaned out at present) Equipment will only be delivered by staff within the core working hours of Mon-Fri 8am-4pm for both comm /vol and council events. No overtime is to be incurred for the provision of logistical support. <p>A review of provision will be undertaken in November 2021 and update report tabled at AHC for consideration by Members regarding next steps.</p>
3.0	Recommendations
	<p>Committee to consider and agree to:</p> <ul style="list-style-type: none"> From the 15th Sept Council will initiate restricted resumption of logistical support for community events across the District as detailed in Section 2.4.
4.0	Resource implications
4.1	None.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>

5.3	<p>Proposal initiating consultation</p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	<p>Due regard to Rural Needs (please tick all that apply)</p>
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
7.0	<p>Appendices</p>
	<p>None</p>
8.0	<p>Background Documents</p>
	<p>None</p>

Report to:	Active and Healthy Communities
Date of Meeting:	16 th August 2021
Subject:	SLA with Southern Regional College and South Eastern Regional College
Reporting Officer (Including Job Title):	Janine Hillen (Assistant Director Community Engagement)
Contact Officer (Including Job Title):	Julie Mc Cann (Head of Community Services, Facilities and Events)

<table><tr><td>For decision</td><td>X</td><td>For noting only</td><td></td></tr></table>		For decision	X	For noting only	
For decision	X	For noting only			
1.0	Purpose and Background				
1.1	<p>The Active and Healthy Communities Department runs a wide range of training programmes both recreational and accredited within its community facilities.</p> <p>Post COVID it is envisaged that there will be an even greater need to develop such activities in a wider range of council facilities, with a focus on introducing flexible approaches to learning.</p>				
2.0	Key issues				
2.1	<p>At the Council meeting in April 2021:</p> <p>"It was agreed to develop a three-year service level agreement with both the Southern Regional College and South Eastern Regional College to progress & manage recreational/accredited training programmes to be facilitated in Council Community Facilities".</p> <p>Since this meeting other AHC departments have expressed an interest in engaging through the SLA and it was agreed to investigate the widening of the proposed agreements.</p> <p>Further discussions have been held externally with both the SRC and SERC and internally with council legal and compliance teams as well as sections within the AHC department to agree the wording of both SLA's and Data Sharing Agreements (DSA).</p>				
3.0	Recommendations				
3.1	<p>Council to consider and agree to:</p> <ul style="list-style-type: none">• Extending both SLA's to allow for the provision of recreational/accredited training programmes within Leisure Facilities and for the provision of outreach work via the DEA's, PSCP and Minority Support programmes.• The adoption of the Service level agreements and data sharing agreements attached.				
4.0	Resource implications				

4.1	Funding for programmes will be sourced from existing council budgets or external funding streams e.g. AAR.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>

	<p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs <input type="checkbox"/></p>
7.0	Appendices
	<p>Appendix 1 – SLA with Southern regional college</p> <p>Appendix 2 – Data sharing agreement for Southern Regional College</p> <p>Appendix 3 – SLA with South Eastern Regional College</p> <p>Appendix 4 – Data sharing agreement with South Eastern Regional College</p>
8.0	Background Documents
	None

Dated this day of _____ 2021

NEWRY, MOURNE AND DOWN DISTRICT COUNCIL

and

SOUTHERN REGIONAL COLLEGE

SERVICE LEVEL AGREEMENT 2021-2024

SOUTHERN REGIONAL COLLEGE

Newry, Mourne and Down District Council
O'Hagan House
Monaghan Row
Newry
BT35 8DJ

- (a) 'the Agreement' means this Service Level Agreement and Appendix A and Appendix B;
- (b) 'the College' means SOUTHERN REGIONAL COLLEGE, party hereto.
- (c) 'the Council' means Newry, Mourne and Down District Council, party hereto.
- (d) 'Financial Year' means 1st April to 31st March

- i. The Council has received funding and anticipates receiving additional funding for programme's which include or may include a requirement to provide training courses to communities within the Newry Mourne and Down District Council area and may also include accredited/ non-accredited learning in relation to Council's Youth Diversionary Projects
- ii. The College has agreed to provide training courses and accredited / non-accredited learning in relation to Council's Youth Diversionary Projects ("The Services") as and when required by Council.
- iii. The Council will pay the College for such element of the Services as are required by Council calculated in accordance with the Pricing Schedule at Appendix A attached hereto up to a maximum amount of £35,000.00 (Thirty-Five Thousand Pounds).

- i. The Agreement takes effect from 1st April 2021 and shall terminate on 31st March 2024 unless terminated earlier in accordance with the terms of this agreement.
- ii. The Agreement may be modified at any time by mutual consent, such modifications to be evidenced by exchange of memoranda by the signatories to the Agreement or their delegated representatives.

2

- i. Should the Council require any element of the Service, the Council will contact the College outlining the requirements and the Targets to be met. The College will then confirm in writing that they are able to provide the element of the Service, can meet and agree to the Targets and shall provide the Council with a quotation of the cost of the provision of the particular element of the Service calculated in accordance with the Pricing Schedule in Appendix A. In the event that the element of the Service required is not listed in the Pricing Schedule the Council and the College shall agree the cost of the element required.
- ii. The College shall provide such element of the Service as is required by Council and shall meet the agreed targets to the satisfaction of the Council.
- iii. Nothing in this agreement shall prevent Council from obtaining any element of the Service or any other training courses from a third party.

(5) Charges for Service Provision

- i. The College shall submit a claim via the Council's Programmes Unit after each programme is completed for such element of the Service as has been requested by Council and which has been completed and the Council shall discharge such Invoices up to a maximum sum of £35,000.00 in the Financial Year subject to the College having completed the required element of the Service to the satisfaction of Council and subject also to the College having met the agreed targets.
- ii. In expending the Payment made to it by the Council the College should demonstrate value for money and ensure all necessary legal and other requirements are complied with.

(6) The Lead Contacts

- i. The Council's lead contact in relation to the administration of the Agreement shall be the Head of Community Services, Facilities and Events. The Head of Community Services, Facilities and Events will also act as Monitoring Officer on behalf of the Council and will oversee the implementation of this Agreement and monitor the performance of the College against the agreed targets and objectives for the relevant element of the Service. The Council's lead contact shall provide information, advice and support to the College as reasonably required in relation to the provision of the Service. In the absence of the Head of Community Services, Facilities and Events the Council's lead contact and Monitoring Officer in relation to the administration of the Agreement will be the Assistant Director of Community Engagement. Any change to the Council's lead contact / Monitoring Officer shall be communicated to the Company immediately.
- ii. The College's lead contact shall be the Lesley Hamilton of the College

(7) General Conditions:

- i. The Council's Standard Conditions attached at Appendix B of this Contract shall apply to this contract save for Clause 26.1 of the Standard Conditions which shall be deleted and replaced with the following wording: -
 - a. "The Contractor shall, at its own expense, ensure that it complies with all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation the General Data Protection Regulation (EU 2016/670) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 2018 and the Contractor shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Council, to protect against unauthorised or unlawful processing of personal data and against accidental loss of personal data".
- ii. The College shall provide to Council or Council's external auditors such documents relating to the Service and this agreement as is reasonably required by Council. The Council may if necessary also request additional information, including financial information, from the College and reserves the right to audit information supplied by the College under this Agreement.
- iii. The College shall ensure that it informs the Council in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which includes any circumstance which will or may affect the ability of the College to meet the agreed targets.
- iv. In carrying out the Agreement the College is acting in its own right as an independent organisation and not as an agent of the Council. Neither party to the Agreement shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- v. The employees of the College are the sole liability and responsibility of the College and the Council accept no liability or responsibility whatsoever in relation to the employees of the College.
- vi. Council may decide at any time during the term of this agreement to prevent the College from providing the Service due to Covid 19 legislation, regulations or guidance issued by Public Health or another competent authority. In the event that Council shall take such a decision the College shall only be paid for the element of the Service provided to Council calculated in accordance with the Pricing Schedule at Appendix A and the Quotation provided by the College prior to instruction to provide an element of the Service. When providing the Services the College shall ensure that all legislation, regulations or guidance issued by Public Health or other competent authority are complied with in relation to the provision of the Service.

- i. The College shall ensure that all staff engaged in the provision of the Service have the necessary qualifications to undertake the Service and the College shall provide such evidence as is required by Council to evidence such qualifications upon demand

(8) Notification

- 8.1** The College shall give immediate written notice to the Council in the event that it should become aware of:-
- i. any threat to the College's financial viability, whether by the withdrawal or threatened withdrawal of other contributory funding, or otherwise; or
 - ii. any substantial deterioration in the College's financial position or;
 - iii. if it becomes aware that it is not in a position to meet the agreed targets set down by this Agreement.

(9) Governing Law

It is hereby agreed that the Agreement shall be governed by Northern Irish Law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

IN WITNESS hereof Newry, Mourne and Down District Council has affixed its Corporate Seal and Southern Regional College has affixed its Common Seal the day and year first herein **WRITTEN**

PRESENT when the Common Seal
of **NEWRY, MOURNE AND DOWN**
DISTRICT COUNCIL
was affixed hereto:-

CHAIRPERSON

CHIEF EXECUTIVE

PRESENT when the Common Seal
of the _____
was affixed hereto:-

DIRECTOR

DIRECTOR

APPENDIX A PRICING SCHEDULE

- The rate for a self-financing part-time course shall normally be up to a maximum of £120 per course hour on College's premises, plus the cost of class materials, examination and registration fees where appropriate.
- The rate for self-financing courses delivered off campus including provision for the community and voluntary sectors shall be up to a maximum of £85 per course hour plus materials costs, examination, registration fee and travel expenses where appropriate.
- Exam fees are per person and are course dependent

APPENDIX B STANDARD TERMS AND CONDITIONS

DATA SHARING AGREEMENT

For the purposes of Article 28(3) of Regulation 2016/679 (the GDPR) and the delivery of recreational/accredited training programmes within Council Community and Leisure Facilities and for the provision of outreach work via the DEA's, PSCP and Ethnic minority support programmes.

between

Newry, Mourne and Down District Council (NMDDC)
O'Hagan House
Monaghan Row
Newry
Co Down
BT35 8DJ

(the data controller)

and

Southern Regional College
East/ West Buildings,
Patrick St,
Newry
BT35 8DN
(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 GDPR and to ensure the protection of the rights of the data subject.

----- FOR NMDDC USE -----

File Ref:		[Insert File Ref]	
Agreement Date:		[Insert date]	
Review Date:		April 2024	
Information Asset Owner (IAO):		Michael Lipsett	
Agreement drafted by:		Julie McCann	
Data Protection Officer:		Edel Cosgrove (NMDDC)	
Location of signed agreement:		Alongside the SLA within the programmes	
Version No:	Amendments Made	Authorisation	Date
1	Drafted DSA	Julie McCann	30/4/21
2	Tracked changes	SERC/SRC	7/05/21
3	Amended DSA	Julie Mc Cann	7/05/21

1. Table of Contents

2. Preamble	3
3. The rights and obligations of the data controller	3
4. The data processor acts according to instructions	4
5. Confidentiality	4
6. Security of processing	4
7. Use of sub-processors	5
8. Transfer of data to third countries or international organisations	6
9. Assistance to the data controller	6
10. Notification of personal data breach	7
11. Erasure and return of data	8
12. Audit and inspection	8
13. The parties' agreement on other terms	8
14. Commencement and termination	8
15. Data controller and data processor contacts/contact points	9
Appendix A Information about the processing	11
Appendix B Authorised sub-processors	12
Appendix C Instruction pertaining to the use of personal data	13
Appendix D The parties' terms of agreement on other subjects	18

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 and the delivery of recreational/accredited training programmes within Council Community and Leisure Facilities and for the provision of outreach work via the DEA's, PSCP and Ethnic minority support programmes, 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 General Data Protection Regulation (the 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 GDPR (see Article 24 GDPR), the applicable EU or Member State¹ 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.

¹ References to "Member States" made throughout the Clauses shall be understood as references to "EEA Member States".

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 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 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 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 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 GDPR along with all other information necessary for the data controller to comply with the data controller's obligation under Article 32 GDPR.

If subsequently – in the assessment of the data controller – mitigation of the identified risks require further measures to be implemented by the data processor, than those already implemented by the data processor pursuant to Article 32 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) 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 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 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 GDPR – in particular those foreseen in Articles 79 and 82 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 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 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) GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V 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 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 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)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 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	Newry, Mourne and Down District Council
Position	Director of Active Healthy Communities
Date	[DATE]
Signature	[SIGNATURE]

On behalf of the data processor

Name	Kieth Kilpatrick
Position	Director of Curriculum
Date	[DATE]
Signature	[SIGNATURE]

15. Data controller and data processor contacts/contact points

1. The parties may contact each other using the following contacts/contact points:
2. The parties shall be under obligation continuously to inform each other of changes to contacts/contact points.

Name	Julie Mc Cann
Position	Head of Community Services, Facilities and Events
Telephone	07730926001
E-mail	Julie.mccann@nmandd.org

Name	Lesley Hamilton
Position	Community Development Officer.
Telephone	0300 123 1223
E-mail	hamiltonl@src.ac.uk

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:

To deliver a community training programme

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):

Application / Registration on community training programme

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

Name

Address

Date of birth

Email

Telephone

There may be a requirement for Special Category data depending on course – will require a DPIA carried out by both Colleges

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

Applicants / Students on community training programmes

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:

Management of Student application, enrolment and attendance will be 7 years in keeping with FE sector Retention & Disposal Schedule

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
N/A		

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.

Appendix C Instruction pertaining to the use of personal data

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

South Eastern Regional College will use the details only for the processing of the course only. Data provided to the College by provider will be disposed of in keeping with Retention & Disposal Schedule.

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 provided by the Council is accidentally lost, altered or destroyed, College will implement FE Sector Data breach management policy which includes notifying NMDDC immediately

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 pseudonymise / encrypt / password protect / double envelope personal/sensitive data where appropriate.

- **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 under NMDDC's 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 the 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 training programmes 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.

N/A

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 General Data Protection Regulation (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/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 Controllers 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/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 General Data Protection Regulation (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

As per SLA

C.4. Storage period/erasure procedures

- STATE STORAGE PERIOD/ERASURE PROCEDURES FOR THE DATA PROCESSOR

Personal data is stored for the duration of the programme 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:

SERC Downpatrick Campus
Market Street
Downpatrick
Co Down
BT30 6LZ

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

N/A

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 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 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. South Eastern Regional College 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 company 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.

DATA SHARING AGREEMENT

For the purposes of Article 28(3) of Regulation 2016/679 (the GDPR) and the delivery of recreational/accredited training programmes within Council Community and Leisure Facilities and for the provision of outreach work via the DEA's, PSCP and Ethnic minority support programmes.

between

Newry, Mourne and Down District Council (NMDDC)
O'Hagan House
Monaghan Row
Newry
Co Down
BT35 8DJ

(the data controller)

and

South Eastern Regional College
Downpatrick Campus
Market Street
Downpatrick
Co Down
BT30 6LZ
(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 GDPR and to ensure the protection of the rights of the data subject.

----- FOR NMDDC USE -----

File Ref:		[Insert File Ref]	
Agreement Date:		[Insert date]	
Review Date:		April 2024	
Information Asset Owner (IAO):		Michael Lipsett	
Agreement drafted by:		Julie McCann	
Data Protection Officer:		Edel Cosgrove (NMDDC)	
Location of signed agreement:		Alongside the SLA within the programmes	
Version No:	Amendments Made	Authorisation	Date
1	Drafted DSA	Julie McCann	30/4/21
2	Tracked changes	SERC	7/05/21
3	Amended DSA	Julie Mc Cann	7/05/21

--	--	--	--

1. Table of Contents

2. Preamble	3
3. The rights and obligations of the data controller	3
4. The data processor acts according to instructions	4
5. Confidentiality	4
6. Security of processing	4
7. Use of sub-processors	5
8. Transfer of data to third countries or international organisations	6
9. Assistance to the data controller	6
10. Notification of personal data breach	7
11. Erasure and return of data	8
12. Audit and inspection	8
13. The parties' agreement on other terms	8
14. Commencement and termination	8
15. Data controller and data processor contacts/contact points	9
Appendix A Information about the processing	11
Appendix B Authorised sub-processors	12
Appendix C Instruction pertaining to the use of personal data	13
Appendix D The parties' terms of agreement on other subjects	18

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 and the delivery of recreational/accredited training programmes within Council Community and Leisure Facilities and for the provision of outreach work via the DEA's, PSCP and Ethnic minority support programmes, 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 General Data Protection Regulation (the 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 GDPR (see Article 24 GDPR), the applicable EU or Member State¹ 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.

¹ References to "Member States" made throughout the Clauses shall be understood as references to "EEA Member States".

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 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 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 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 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 GDPR along with all other information necessary for the data controller to comply with the data controller's obligation under Article 32 GDPR.

If subsequently – in the assessment of the data controller – mitigation of the identified risks require further measures to be implemented by the data processor, than those already implemented by the data processor pursuant to Article 32 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) 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 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 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 GDPR – in particular those foreseen in Articles 79 and 82 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 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 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) GDPR, and the Clauses cannot be relied upon by the parties as a transfer tool under Chapter V 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 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 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)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 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	Newry, Mourne and Down District Council
Position	Director of Active Healthy Communities
Date	[DATE]
Signature	[SIGNATURE]

On behalf of the data processor

Name	Ken Webb
Position	Principal & Chief Executive
Date	[DATE]
Signature	[SIGNATURE]

15. Data controller and data processor contacts/contact points

1. The parties may contact each other using the following contacts/contact points:
2. The parties shall be under obligation continuously to inform each other of changes to contacts/contact points.

Name	Julie Mc Cann
Position	Head of Community Services, Facilities and Events
Telephone	07730926001
E-mail	Julie.mccann@nmandd.org

Name	Siobhan Fearon
Position	Head of Communications, Engagement and Admissions
Telephone	[TELEPHONE]
E-mail	sfearon@serc.ac.uk

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:

To deliver a community training programme

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):

Application / Registration on community training programme

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

Name

Address

Date of birth

Email

Telephone

There may be a requirement for Special Category data depending on course – will require a DPIA carried out by both Colleges

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

Applicants / Students on community training programmes

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:

Management of Student application, enrolment and attendance will be 7 years in keeping with FE sector Retention & Disposal Schedule

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
N/A		

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.

Appendix C Instruction pertaining to the use of personal data

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

South Eastern Regional College will use the details only for the processing of the course only. Data provided to the College by provider will be disposed of in keeping with Retention & Disposal Schedule.

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 provided by the Council is accidentally lost, altered or destroyed, College will implement FE Sector Data breach management policy which includes notifying NMDDC immediately

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 pseudonymise / encrypt / password protect / double envelope personal/sensitive data where appropriate.

- **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 under NMDDC's 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 the 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 training programmes 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.

N/A

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 General Data Protection Regulation (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/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/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 General Data Protection Regulation (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**

As per SLA

C.4. Storage period/erasure procedures

- STATE STORAGE PERIOD/ERASURE PROCEDURES FOR THE DATA PROCESSOR

Personal data is stored for the duration of the programme 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:

SERC Downpatrick Campus
Market Street
Downpatrick
Co Down
BT30 6LZ

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

N/A

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 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 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. South Eastern Regional College 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 company 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.

Dated this day of _____ 2021

NEWRY, MOURNE AND DOWN DISTRICT COUNCIL

and

SOUTH EASTERN REGIONAL COLLEGE

SERVICE LEVEL AGREEMENT 2021-2024

SOUTH EASTERN REGIONAL COLLEGE

Newry, Mourne and Down District Council
O'Hagan House
Monaghan Row
Newry
BT35 8DJ

This **SERVICE LEVEL AGREEMENT** is made the day of 2021 between
NEWRY, MOURNE AND DOWN DISTRICT COUNCIL of O'Hagan House,
 Monaghan Row, Newry, BT35 8DJ, of the one part and the
SOUTH EASTERN REGIONAL COLLEGE
 having its principal office address at
 Downpatrick Campus
 Market Street
 Downpatrick
 Co Down
 BT30 6LZ
 of the other part.

(1) Definitions

- (a) 'the Agreement' means this Service Level Agreement and Appendix A and Appendix B;
- (b) 'the College' means SOUTH EASTERN REGIONAL COLLEGE, party hereto.
- (c) 'the Council' means Newry, Mourne and Down District Council, party hereto.
- (d) 'Financial Year' means 1st April to 31st March

(2) Agreement

- i. The Council has received funding and anticipates receiving additional funding for programme's which include or may include a requirement to provide training courses to communities within the Newry Mourne and Down District Council area and may also include accredited/ non-accredited learning in relation to Council's Youth Diversionary Projects
- ii. The College has agreed to provide training courses and accredited / non-accredited learning in relation to Council's Youth Diversionary Projects ("The Services") as and when required by Council.
- iii. The Council will pay the College for such element of the Services as are required by Council calculated in accordance with the Pricing Schedule at Appendix A attached hereto up to a maximum amount of £35,000.00 (Thirty-Five Thousand Pounds).

(3) Scope and Duration of the Agreement:

- i. The Agreement takes effect from 1st April 2021 and shall terminate on 31st March 2024 unless terminated earlier in accordance with the terms of this agreement.
- ii. The Agreement may be modified at any time by mutual consent, such modifications to be evidenced by exchange of memoranda by the signatories to the Agreement or their delegated representatives.

(4) Service to be Provided by the Company

- i. Should the Council require any element of the Service, the Council will contact the College outlining the requirements and the Targets to be met. The College will then confirm in writing that they are able to provide the element of the Service, can met and agree to the Targets and shall provide the Council with a quotation of the cost of the provision of the particular element of the Service calculated in accordance with the Pricing Schedule in Appendix A. In the event that the element of the Service required is not listed in the Pricing Schedule the Council and the College shall agree the cost of the element required.
- ii. The College shall provide such element of the Service as is required by Council and shall meet the agreed targets to the satisfaction of the Council.
- iii. Nothing in this agreement shall prevent Council from obtaining any element of the Service or any other training courses from a third party.

(5) Charges for Service Provision

- i. The College shall submit a claim via the Council's Programmes Unit after each programme is completed for such element of the Service as has been requested by Council and which has been completed and the Council shall discharge such Invoices up to a maximum sum of £35,000.00 in the Financial Year subject to the College having completed the required element of the Service to the satisfaction of Council and subject also to the College having met the agreed targets.
- ii. In expending the Payment made to it by the Council the College should demonstrate value for money and ensure all necessary legal and other requirements are complied with.

(6) The Lead Contacts

- i. The Council's lead contact in relation to the administration of the Agreement shall be the Head of Community Services, Facilities and Events. The Head of Community Services, Facilities and Events will also act as Monitoring Officer on behalf of the Council and will oversee the implementation of this Agreement and monitor the performance of the College against the agreed targets and objectives for the relevant element of the Service. The Council's lead contact shall provide information, advice and support to the College as reasonably required in relation to the provision of the Service. In the absence of the Head of Community Services, Facilities and Events the Council's lead contact and Monitoring Officer in relation to the administration of the Agreement will be the Assistant Director of Community Engagement. Any change to the Council's lead contact / Monitoring Officer shall be communicated to the Company immediately.
- ii. The College's lead contact shall be the Siobhan Fearon of the College

(7) General Conditions:

- i. The Council's Standard Conditions attached at Appendix B of this Contract shall apply to this contract save for Clause 26.1 of the Standard Conditions which shall be deleted and replaced with the following wording: -
 - a. "The Contractor shall, at its own expense, ensure that it complies with all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation the General Data Protection Regulation (EU 2016/670) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 2018 and the Contractor shall ensure that it has in place appropriate technical and organisational measures, reviewed and approved by Council, to protect against unauthorised or unlawful processing of personal data and against accidental loss of personal data".
- ii. The College shall provide to Council or Council's external auditors such documents relating to the Service and this agreement as is reasonably required by Council. The Council may if necessary also request additional information, including financial information, from the College and reserves the right to audit information supplied by the College under this Agreement.
- iii. The College shall ensure that it informs the Council in a timely manner of all significant and / or untoward events especially those likely to attract media attention or become the subject of legal action which includes any circumstance which will or may affect the ability of the College to meet the agreed targets.
- iv. In carrying out the Agreement the College is acting in its own right as an independent organisation and not as an agent of the Council. Neither party to the Agreement shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- v. The employees of the College are the sole liability and responsibility of the College and the Council accept no liability or responsibility whatsoever in relation to the employees of the College.
- vi. Council may decide at any time during the term of this agreement to prevent the College from providing the Service due to Covid 19 legislation, regulations or guidance issued by Public Health or another competent authority. In the event that Council shall take such a decision the College shall only be paid for the element of the Service provided to Council calculated in accordance with the Pricing Schedule at Appendix A and the Quotation provided by the College prior to instruction to provide an element of the Service. When providing the Services

the College shall ensure that all legislation, regulations or guidance issued by Public Health or other competent authority are complied with in relation to the provision of the Service.

- i. The College shall ensure that all staff engaged in the provision of the Service have the necessary qualifications to undertake the Service and the College shall provide such evidence as is required by Council to evidence such qualifications upon demand

(8) Notification

8.1 The College shall give immediate written notice to the Council in the event that it should become aware of:-

- i. any threat to the College's financial viability, whether by the withdrawal or threatened withdrawal of other contributory funding, or otherwise; or
- ii. any substantial deterioration in the College's financial position or:
- iii if it becomes aware that it is not in a position to meet the agreed targets set down by this Agreement.

(9) Governing Law

It is hereby agreed that the Agreement shall be governed by Northern Irish Law and that the Courts of Northern Ireland shall have exclusive jurisdiction in all matters arising hereunder.

IN WITNESS hereof Newry, Mourne and Down District Council has affixed its Corporate Seal and South Eastern Regional College has affixed its Common Seal the day and year first herein **WRITTEN**

PRESENT when the Common Seal
of **NEWRY, MOURNE AND DOWN**
DISTRICT COUNCIL
was affixed hereto:-

CHAIRPERSON

CHIEF EXECUTIVE

PRESENT when the Common Seal
of the _____
was affixed hereto:-

DIRECTOR

DIRECTOR

APPENDIX A PRICING SCHEDULE

- The rate for a self-financing part-time course shall normally be up to a maximum of £120 per course hour on College's premises, plus the cost of class materials, examination and registration fees where appropriate.
- The rate for self-financing courses delivered off campus including provision for the community and voluntary sectors shall be up to a maximum of £85 per course hour plus materials costs, examination, registration fee and travel expenses where appropriate.
- Exam fees are per person and are course dependent

APPENDIX B STANDARD TERMS AND CONDITIONS

See attached

Report to:	Active and Healthy Communities Committee
Date of Meeting:	16 August 2021
Subject:	Youth Voice; Newry, Mourne and Down
Reporting Officer (Including Job Title):	Michael Lipsett (Director of Active & Health Communities)
Contact Officer (Including Job Title):	Alan Beggs (Head of Evidence and Research)

Confirm how this Report should be treated by placing an x in either:-

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
--------------	-------------------------------------	-----------------	--------------------------

1.0	Purpose and Background
1.1	<p>Legislation is now in place for young people to have a say in the development of services and policies that affect their lives, namely:</p> <ul style="list-style-type: none"> • Local Government Act (Northern Ireland) 2014, • Statutory Guidance for Community Planning 2015 • Children's Services Co-Operation Act (NI) 2015 • United Nations Convention on the Rights of the Child – Article 12 • Priorities for Youth (2013)
1.2	Youth Voice is a proposed EA initiative for NewryMourne, and Down District which aims to provide young people in the District with the opportunity to engage with local decision making and increase levels of civic participation amongst young people. This replaces the previous Youth Councils as a single structure across the entire NMD area.
1.3	Youth Voice is a participative structure to allow young people in a specific Council area to voice their opinions and ideas, participate in consultations and ensure that key issues are brought to the attention of the District Council. It works in partnership with the local Council, establishing a group which is representative of young people across the Council area, who speak on behalf of young people, offering opinions and ideas, responding to consultations, and advocating on issues they choose.
1.4	Youth Voice facilitates opportunities for young people to respond to issues pertinent to their local Council area and engage with the decision makers directly. They may do this by consulting with other young people, providing supportive resources for young people, advocating and campaigning where they consider it necessary, and ensure that young people make a significant contribution to community planning and associated strategic and local decisions. A legacy is provided to participants in relation to life skills, accreditation, and training
2.0	Key issues
2.1	<p><u>Terms of reference</u></p> <p>The terms of reference details the relationship between the EANI Youth Service and the District Council, setting out the funding arrangements and reporting structures. Further to this, a project board, with membership from Council members, SYO, regional EA participation staff, and other statutory and voluntary organisations, uses the 'terms of</p>

	reference' to set out their roles and responsibilities. The terms of reference is appended to this report.
2.2	<p><u>Project Board</u></p> <p>Youth Voice is facilitated through the Regional Participation team in partnership with local Youth Service, following the regional model.</p> <p>Each Youth Voice is overseen and directed by a local Project Board, the role of the Project Board will include:</p> <ul style="list-style-type: none"> • Providing direction and oversee the development of the project, ensuring that it is progressing in line with the agreed objectives and timeframes. • Providing support and operational links between the Youth Voice and partner organisations. • The project board and partners will recognise and support the Youth Voice as a representative group. • The project board will proactively carry out meaningful engagement with the Youth Voice group. <p>Council officers will provide the Chair for the meetings, with EA Youth Service providing secretarial support.</p>
2.3	<p><u>Community Planning Partnership</u></p> <p>The NMD Community Planning Partnership is well placed to promote the work of Youth Voice and to provide a vehicle for statutory and community/ voluntary sector partners to nominate representatives to the Project Board. The Community Planning Partnership may also provide further support to the Youth Voice project through providing the participants with increased access to local statutory agencies and further project support.</p> <p>EA officers will provide the Community Planning Partnership with a project scorecard consistent with the Outcomes based approach of the Community Plan</p>
2.4	<p><u>Social Action Campaigns and Recruitment</u></p> <p>Participants are recruited for a term of 2 years, during which it is anticipated they will provide an important consultative function for the Council and other statutory partners. Furthermore each cohort of participants will identify priority areas of concern and take forward a social action campaign. These campaigns can take several forms including advocacy campaigns, awareness raising, community engagement/ support, making representation with local elected members and public officials.</p> <p>The Council wide recruitment actively seeks to ensure that each DEA is represented, ensuring representation from schools, controlled youth sector, and voluntary groups. Recruitment will be mindful of inclusive practise to ensure that membership is representative. The diagram in appendix 2 represents the journey of engagement for the young people involved.</p>
2.5	<p><u>Council Support</u></p> <p>Council can support Youth Voice by encouraging elected members and officers to engage with and support the work of Youth Voice. This may include invitations to participate in special Council meetings, inclusion in relevant engagement and consultation and through providing them with opportunities to advocate on behalf of their chosen social action projects.</p>

3.0	Recommendations
3.1	<ul style="list-style-type: none"> • That Council endorse the new Youth Voice initiative and seek to provide support and assist them with their goal of engaging with local decision makers around issues of importance to them • That Council accept the terms of reference as detailed in appendix 1 • That Council agree that Council officers attend and Chair the Youth Voice project board • That Council agree to recommend the Youth Voice to our community planning partners and encourage them to nominate representatives to the project board
4.0	Resource implications
4.1	<p>The EA Youth Service, through the Department of Education, will initially provide the bulk of funding for the Youth Voice across Northern Ireland, paying for staff, residentials, travel and accreditation, so that young people gain maximum benefit from their commitment. However, there is an expectation on the members of the Project Board to provide additional funding from their own sources.</p> <p>No resources have been identified in FY2021/22 budget, however the participants may be able to benefit from other Council funding streams such as through financial assistance calls or participatory budgeting.</p> <p>Community Planning team will consider the potential for further financial support for Youth Voice for FY2022/23. Additional funding may enable further activity such as those detailed in appendix 3 (yet to be forwarded)</p>
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>

5.3	<p>Proposal initiating consultation</p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	<p>Due regard to Rural Needs (please tick all that apply)</p>
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	<p>Appendices</p>
	<p>Appendix 1: Terms of Reference Appendix 2: Youth Voice Timeline Appendix 3: Indication of Youth Voice Programme Costs</p>
8.0	<p>Background Documents</p>
	<p>N/A</p>

Appendix 1: Terms of Reference

Youth Voice

Background

Legislation is now in place for young people to have a say in the development of services and policies that affect their lives, namely:

- Local Government Act (Northern Ireland) 2014,
- Statutory Guidance for Community Planning 2015
- Children's Services Co-Operation Act (NI) 2015
- United Nations Convention on the Rights of the Child – Article 12
- Priorities for Youth (2013)

Role of council and how it supports youth voice:

Newry Mourne and Down Youth Voice will be facilitated by the Council Community Planning Team along with the Evidence and Research Team to enable the provision of a district wide inclusive participative engagement platform to connect more voices to local decision-making bodies for the benefit of all Community Planning partners. Youth Voice within this context will provide opportunities for young people to actively participate in consultations and engagement with consideration of the views of other young people.

Council will ensure that the Youth Voice is integrated not only in Council's engagement structures, but also has access to our community planning partners through to Community Planning Partnership, Stakeholder Forum and other community planning structures.

Role of Education Authority and how it supports youth voice:

Structured formal planning takes place throughout the Education Authority Youth Service both at a local level and regional (Northern Ireland) in order to effectively allocate resources in response to policy priorities, DE targets and an objective assessment of need. Understanding the needs of young people, demographic changes and geographical differences in which they reside allows the local Senior Youth officer, through their 3 year development plan and 1 year action plan, to ensure the right services are available in the right place at the right time. Stakeholders' voices, especially the voices of young people are a vital component in the design and delivery of youth services in the area.

Youth Voice is facilitated through the Regional Participation team to ensure consistency of approach and methodology, and to provide additional resources, both of money and staff. The Regional team expedite the Project Board, with close links to the local staff team, and ensure recruitment is across the whole of the Council area. The Regional team provide a Northern Ireland wide context and opportunity to each Youth Voice to have their voice heard at a regional level if required. They facilitate consultations and opportunity to participate in themes and issues pertinent to the Council and NI.

The Project Board aims to have a wide representation to ensure that young people have opportunities and access to participate and contribute as broadly as possible within the area.

Function & Purpose of the Project Board

- The purpose of the project board will be to provide direction and oversee the development of the project, ensuring that it is progressing in line with the agreed objectives and timeframes.
- Provide support and operational links between the Youth Voice and partner organisations.
- The project board and partners will recognise and support the Youth Voice as a representative group.
- The project board will proactively carry out meaningful engagement with the Youth Voice group.

Project Objectives

- To provide a framework for statutory and partner agencies to meet their statutory responsibility to listen to and consult with young people.
- To help empower young people to play an active part in influencing what happens in their local communities
- The Youth Voice will be a key consultative group for issues affecting young people in the area.

Youth Voice Group Roles and Responsibilities

- The Youth Voice will engage with agencies on the project board and key partners
- The Youth Voice will both consult and represent other relevant young people on issues affecting them.
- The Youth Voice will advocate and lobby for young people's issues.
- The Youth Voice members will develop knowledge, skills and attitudes to support their contribution to the project
- The Youth Voice group will be as representative as possible of each DEA and of Section 75 groupings and will be aged between 16-21 years
- Each Youth Voice group will be recruited every two years with the young people committing to a two-year term.
- 24 young people will be recruited from the Council area as Youth Voice members.

Project Board Membership will be made of partner organisations that can add value and resources to the process. This is open to further organisations that may request to become involved as the project evolves.

Roles and Responsibilities

The key responsibilities of the Project Board are:

- To ensure an effective Youth Voice Participation Group is developed and delivered in line with the objectives of the project,
- Agree the Operational Project Plan
- Work collaboratively and effectively to deliver the project
- To provide guidance, advice and support as appropriate, representing the interests of their relevant Department/Organisation
- Review risks and issues arising

Agenda Management:

Council officers will provide the Chair for the meetings.

EA Youth Service will provide secretarial support.

Frequency:

The Group will meet every three months with communication via email as necessary. Members will be asked to make every effort to attend meetings, but if unable to attend, will be asked to nominate a deputy who can contribute to the discussions of the Group.

Finance

- The Education Authority Youth Service will fund the recruitment and set up costs for the Youth Voice programme (until March 2021).
- The Project Board members will consistently review their financial commitments over the two-year process and will contribute accordingly.
- Members will have the option to contribute additional or in-kind resources from time to time dependent on needs arising.

Young People's Participation in Project Board

Young people will be involved in the Project Board, this may take the form of appointing representatives or arranging joint meetings. The Youth Voice participants will decide on their preferred method of involvement.

Reporting Structures

- EA will evaluate quarterly the effectiveness of programmes and activities undertaken by Youth Voice and record on an Outcomes Based Score (OBA) card
- The OBA Score Card will also be submitted to the Council on a quarterly basis
- Production of an end of year Evaluation Report.

Appendix 2: Youth Voice Timeline



Appendix 3: Indication of Youth Voice Programme Costs

Youth Voice Programme Costs (Numbers 24 participants 4 peer mentor ambassadors, 3 staff = 31)

Activity	Numbers	Cost	Notes
Residential	31	£2,790	training and accreditation, AGM
3 team building events	31	£1,395	3 per year, whole day events
Transport for meetings	27	£4,500	3 meeting a month including formal and subgroups) x 10 months
Transport for team building and residentials	31	£600	
Event delegate hire with lunch	40	£1,000	engagement event with local councillors and dignitaries
PR materials for recruitment campaigns and events		£1,000	required every 2 years
Branded materials	31	£575	
OCN accreditation fees	27	£972	
training fees	31	£500	
Subgroup campaign budgets 2 each year		£2,000	allowing young people to advocate on issues
IN ADDITION			
Schools/youth conference every 2 years 120 x £25		£3,000	venue, food, conference pack, transport
Study visit Scotland, Wales or England linking with youth participative structures (every 2 years) plus study visit to Ireland	31	£10,000	

Report to:	Active and Healthy Communities
Date of Meeting:	16 August 2021
Subject:	Memorandum of Understanding (MoU) on the enforcement of regulatory checks on poultry meat, beef and veal and eggs by the NI District Councils on behalf of the Department of Agriculture, Environment and Rural Affairs
Reporting Officer (Including Job Title):	Eoin Devlin Assistant Director Health and Wellbeing
Contact Officer (Including Job Title):	Eoin Devlin Assistant Director Health and Wellbeing

Confirm how this Report should be treated by placing an x in either:-

For decision	X	For noting only	
---------------------	----------	------------------------	--

1.0	Purpose and Background
1.1	That Committee consider and agree that the Chief Executive sign the attached Memorandum of Understanding
2.0	Key issues
2.1	<p>Marketing and identification of agricultural or food products, including livestock, is devolved under Schedule 3 of the Northern Ireland Act 1998. DAERA is the NI Competent Authority for adherence to EU regulatory requirements for poultrymeat, beef, veal, and eggs.</p> <p>DAERA is the competent authority for these agricultural commodities. However, the execution and enforcement of these powers in Northern Ireland is currently undertaken by both DAERA and the 11 Councils.</p> <p>The responsibility for inspection of establishments operating in these sectors is based on their function:</p> <ul style="list-style-type: none"> • DAERA largely inspects meat processing plants such as slaughter houses and cutting plants, and in some cases primary producers (for poultrymeat). Regarding eggs, DAERA conduct inspections on producers and packing centres. • Councils largely inspect cold stores, warehouse/distribution centres and local shops, such as butchers, which may be cutting and selling meat. • There are occasions where DAERA and the District Councils may collaborate and conduct an inspection in partnership. <p>DAERA mostly acts independently of the Councils in terms of inspection and enforcement in its areas. Similarly, when Councils identify offences, they exercise enforcement powers independent of formal advice or governance from DAERA, though basic information on the offence is communicated to DAERA.</p>

	<p>The purpose of this MoU is to supplement the provisions of the regulations; clarify the enforcement responsibilities for poultrymeat, beef, veal, and eggs together in one document; to formalise governance arrangements; and provide a formal data sharing agreement.</p> <p>The MoU relates to all enforcement activities undertaken by District Councils through the powers conferred on them by the domestic legislation above.</p> <p>The District Councils will use suitably qualified and trained officers, employed by Councils, to carry out predetermined checks and audits associated with the enforcement of the beef and veal, eggs and poultry regulations (outlined at 2.1 and 2.2) at wholesale and retail premises located within each Council's area.</p> <p>DAERA will provide ongoing enforcement guidance and support to Councils in support of enforcement activity.</p> <p>Both parties recognise that enforcement activity carried out under EU legislation may be subject to audit, by authorities acting under the direction of the Commission.</p> <p>District Councils will submit annual enforcement activity reports to DAERA's Key Contacts. The details of the reports will be agreed by both Parties.</p>
3.0	Recommendations
3.1	That committee agree that the Chief Executive signs the attached Memorandum of Understanding and Data Sharing Agreement with DAERA
4.0	Resource implications
4.1	Within existing resources
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p>

	The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation	<input type="checkbox"/>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves</p> <p>Consultation period will be 12 weeks</p> <p>Consultation period will be less than 12 weeks (rationale to be provided)</p> <p><i>Rationale:</i></p>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6.0	Due regard to Rural Needs (please tick all that apply)	
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed</p> <p>If no, please complete the following:</p> <p>The policy / strategy / plan / public service is not influenced by rural needs</p>	<input type="checkbox"/> <input checked="" type="checkbox"/>
7.0	Appendices	
	Appendix 1 - MoU	
8.0	Background Documents	

Recipient Name: Northern Ireland District Councils

Issue Date: 30 June 2021

Revision Date: 30 June 2021

MEMORANDUM OF UNDERSTANDING

Regarding the enforcement of regulatory checks on poultrymeat, beef and veal and eggs on behalf of the Department of Agriculture, Environment and Rural Affairs

Memorandum of Understanding (MoU) regarding the enforcement of regulatory checks on poultrymeat, beef and veal and eggs by the NI District Councils on behalf of the Department of Agriculture, Environment and Rural Affairs

Between

The Department of Agriculture, Environment and Rural Affairs,
Dundonald House, Upper Newtownards Road,
Ballymiscaw, Belfast, BT4 3SB ("DAERA")

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 City and Castlereagh Borough Council

Mid and East Antrim Borough Council

Mid Ulster District Council

Newry, Mourne and Down District Council

Project manager for DAERA

Stephen Johnston, Head of Agri-Food Policy Branch II, Department of Agriculture,
Environment and Rural Affairs.

Email: Stephen.Johnston@daera-ni.gov.uk

Tel: 028 90524804

Project Contact for District Councils

Fiona McClements, Chair of NI Food Manager's Group, Mid Ulster Council

Email: fiona.mcclements@midulstercouncil.org

Tel: 03000 132 132

Commencement

While many of the activities noted in this Memorandum of Understanding have been in practice prior to its creation, the MOU shall officially commence on 1 June 2021 and will be subject to annual review.

1. Definitions

- "the Governance Group" means the DAERA – District Council Governance Group.
- "Party" means either DEARA or the Councils.
- "the Parties" means both DEARA and Councils.

2. Background and Purpose of the MoU

2.1 Marketing and identification of agricultural or food products, including livestock, is devolved under Schedule 3 of the Northern Ireland Act 1998. DAERA is the NI Competent Authority for adherence to EU regulatory requirements for poultrymeat, beef, veal, and eggs. Specifically the following (as amended):

- Regulation (EU) No 1308/2013 of the European Parliament and of the Council (establishing a Common Market Organisation in agricultural products);
- Regulation (EC) No 1760/2000 of the European Parliament and of the Council (establishing ID & registration system for bovine animals and regarding labelling of beef & beef products);
- Regulation (EC) No 1825/2000 (establishing detailed rules for application of 1760/2000 with regards to labelling of beef & beef products);
- Regulation (EC) No 566/2008 (establishing detailed rules for application of 1308/2013 with regards to marketing of veal);
- Directive 2003/99/EC of the European Parliament & Council (on monitoring of zoonoses and zoonotic agents);
- Regulation (EC) No 517/2011 (on Community target for reduction of certain salmonella serotypes in laying hens);
- Regulation (EC) No 2160/2003 (on control of salmonella and other food-borne zoonotic agents); and
- Regulation (EC) No 543/2008 (establishing detailed rules for application of 1234/2007, since replaced by 1308/2013, with regards to marketing of poultrymeat).
- Regulation (EC) No 589/2008 (laying down detailed rules for application of 1234/2007, since replaced by 1308/2013, with regards to marketing of eggs).

2.2 The implementing domestic legislation is:

- Beef & Veal Labelling Regulations (Northern Ireland) 2010 (SR 2010 No 55) (providing for enactment of the relevant EU/retained EU regulations), as amended;
- Eggs and Chicks Regulations (Northern Ireland) 2010 (SR 2010 No 125) (providing for enactment of the relevant EU/retained EU regulations), as amended; and
- Poultrymeat Regulations (Northern Ireland) 2011(SR 2011 No 315) (providing for enactment of the relevant EU/retained EU regulations), as amended.

This shall be taken to mean the domestic legislation as amended from time to time.

2.3 DAERA is the competent authority for these agricultural commodities. However, through the domestic legislation listed above, the execution and enforcement of these powers in Northern Ireland is currently undertaken by both DAERA and the 11 Councils.

2.4 The responsibility for inspection of establishments operating in these sectors is based on their function:

- DAERA largely inspects meat processing plants such as slaughter houses and cutting plants, and in some cases primary producers (for poultrymeat). Regarding eggs, DAERA conduct inspections on producers and packing centres.
- Councils largely inspect cold stores, warehouse/distribution centres and local shops, such as butchers, which may be cutting and selling meat.
- There are occasions where DAERA and the District Councils may collaborate and conduct an inspection in partnership.

2.5 DAERA mostly acts independently of the Councils in terms of inspection and enforcement in its areas. Similarly, when Councils identify offences, they exercise enforcement powers independent of formal advice or governance from DAERA, though basic information on the offence is communicated to DAERA.

2.6 The purpose of this MoU is to supplement the provisions of the regulations; clarify the enforcement responsibilities for poultrymeat, beef, veal, and eggs together in one document; to formalise governance arrangements; and provide a formal data sharing agreement.

3. Principles behind the MoU

3.1 The responsibilities associated with this MoU are as per the requirements outlined in the legislation noted in sections 2.1 and 2.2. It is expected that all parties to the MoU will act in accordance with it.

3.2 The MoU relates to all enforcement activities undertaken by District Councils through the powers conferred on them by the domestic legislation above.

3.3 The District Councils will use suitably qualified and trained officers, employed by

Councils, to carry out predetermined checks and audits associated with the enforcement of the beef and veal, eggs and poultry regulations (outlined at 2.1 and 2.2) at wholesale and retail premises located within each Council's area.

- 3.4 DAERA will provide ongoing enforcement guidance and support to Councils in support of enforcement activity.
- 3.5 Both parties recognise that enforcement activity carried out under EU legislation may be subject to audit, by authorities acting under the direction of the Commission.

4. Governance and Management of the MoU

- 4.1 A DAERA - District Council Governance Group will have overall responsibility for this MoU. Details of membership and Terms of Reference of the Governance Group are provided at Annex 3. The Governance Group will adhere to the principles and disciplines of Managing Public Money in Northern Ireland and will meet annually.
- 4.2 Membership of the Governance Group as set out in Annex 3 is at the date of this MOU, and may change from time to time. The Parties agree that any change in membership will be notified to the other Party in writing/by e-mail as soon as possible.
- 4.3 Any operational delivery issues relating to this MoU will be raised at the annual meetings of the Governance Group.
- 4.4 In addition to the Governance Group oversight, the District Councils will submit annual enforcement activity reports to DAERA's Key Contacts (at Section 9). The details of the reports will be agreed by both Parties.
- 4.5 However, either Party may raise, at any time, urgent issues that require consideration by both Parties acting jointly (either via the Key Contacts or the Governance Group).
- 4.6 Each Party will, as soon as reasonably practicable, inform the other party when it becomes aware of any deficiency in the quality of the service and will take immediate steps to investigate and resolve any problems. The Party causing the deficiency should work to resolve the deficiency within a period agreed with the other Party.
- 4.7 Issues arising which affect the essence or interpretation of this MoU or the delivery of enforcement activities by the District Council shall be firstly referred to the Key Contacts.
- 4.8 If the Key Contacts cannot agree, the matter shall then be referred to the Governance Group.
- 4.9 If the Governance Group cannot resolve the issue, it may be raised with DAERA's Director of Sustainable Agri-Food Development Division and the Councils' Heads of Service.

5. Information and Records Management

- 5.1 The Councils shall retain records of activities undertaken under the legislation listed at section 2 (such activities described at Annex 2) in a format agreed by both Parties, subject to the principles outlined at Section 4 in a format feasible

within the Council's management system's capabilities.

- 5.2 The Parties shall ensure that any personal and/or commercially sensitive information obtained under the inspection and enforcement process is handled securely in accordance with applicable data protection legislation.
- 5.3 Where reasonably required, the Parties may request any additional relevant information, in addition to the annual enforcement activity reports referred to at section 4.
- 5.4 All such records may be stored electronically.

6. Data Protection and Data Sharing

- 6.1 DAERA takes data protection, freedom of information and environmental information issues seriously. It takes care to ensure that any personal information is processed in a way which complies with the requirements of the General Data Protection Regulation 2016 and the Data Protection Act 2018. This means that any personal information shared should only be processed for the purpose for which it has been provided unless permission is granted otherwise by the data owner.
- 6.2 DAERA's Privacy Statement can be found at:-
<https://www.daera-ni.gov.uk/sites/default/files/publications/daera/18.19.153%20DAERA%20Privacy%20Statement%20Update%20June%202019%20Final.pdf>
- 6.3 The Councils and DAERA will similarly comply with the data protection legislation above.
- 6.4 For the purposes of carrying out statutory functions under the domestic legislation outlined in paragraph 2 in relation to regulatory checks and enforcement regarding poultry, beef, veal and eggs, the Parties agree to share data in accordance with the data sharing agreement contained in Annex 4.

7. Review, Variation and Termination of the MOU

- 7.1 The Parties shall conduct an annual review of the MOU, with proposed amendments considered by the Governance Group.
- 7.2 Any performance or resource issues, including any real or perceived need to review or change priorities, may be raised at any time in writing/by e-mail by any party.
- 7.3 All variations to this MoU must be agreed in writing and signed by the Key Contacts. Where variations are substantive, these will be referred to the Governance Group for agreement.
- 7.4 This MOU may be terminated by either Party giving notice in writing. As much notice as possible should be given.

8. Contacts

8.1 Key Contacts

DAERA	District Councils
<p>Kieran Coghlan Kieran.Coghlan@daera-ni.gov.uk 028 90378339</p> <p>Deputy Principal for Meat, Eggs and Food Safety</p>	<p>Fiona McClements fiona.mcclements@midulstercouncil.org 03000 132 132</p> <p>Chair of NI Food Manager's Group, Mid Ulster Council</p>

8.2 Signatories to the Memorandum of Understanding (including the Data Sharing Agreement at Annex 4)

Signed on behalf of DAERA
<p>Signature:</p> <p>STEPHEN JOHNSTON</p> <p>_____</p> <p>Date:</p> <p>24 May 2021</p>
<p>Name in Capitals: STEPHEN JOHNSTON</p> <p>Head of Agri-Food Policy Branch II</p> <p>Department of Agriculture, Environment & Rural Affairs (DAERA)</p> <p>Dundonald House</p> <p>Upper Newtownards Road</p> <p>Ballymiscaw</p> <p>Belfast BT4 3SB</p>
Signed on behalf of each of the District Councils of Northern Ireland
<p>_____</p> <p>Name (block capitals): _____</p> <p>Council: Antrim and Newtownabbey Borough Council</p> <p>Date: _____</p>
<p>_____</p> <p>Name (block capitals): _____</p> <p>Council: Ards and North Down Borough Council</p>

Date:

Name (block capitals):

Council: Armagh City, Banbridge and Craigavon Borough Council

Date:

Name (block capitals):

Council: Belfast City Council

Date:

Name (block capitals):

Council: Causeway Coast and Glens Borough Council

Date:

Name (block capitals):

Council: Derry City and Strabane District Council

Date:

Name (block capitals):

Council: Fermanagh and Omagh District Council

Date:

Name (block capitals):

Council: Lisburn City and Castlereagh Borough Council

Date:

Name (block capitals):

Council: Mid and East Antrim Borough Council

Date:

Name (block capitals):

Council: Mid Ulster District Council

Date:

Name (block capitals):
Council: Newry, Mourne and Down District Council
Date:

Annex 1**NI District Councils carrying out checks**

The Following NI District Councils have undertaken to carry out specified checks relating to regulatory requirements on behalf of DAERA

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 City and Castlereagh Borough Council

Mid and East Antrim Borough Council

Mid Ulster District Council

Newry, Mourne and Down District Council

Annex 2

Enforcement checks to be carried out by NI District Councils' Environmental Health Officers on behalf of DAERA (under legislation at Section 2)

1. Poultrymeat

The checks listed below will be carried out in the course of routine inspections or during the follow up to a referral.

1.1 Carcases and Cuts

EHOs will be responsible for checking compliance at wholesale and retail premises with:

- the definitions of carcases and cuts;
- the forms of presentation (e.g. partially eviscerated, with or without giblets) and composition of giblets; and
- grading criteria (class A or B).

1.2 Labelling

EHOs will be responsible, at wholesale and retail premises, for:

- checking compliance with the use of permitted names on labels;
- ensuring that any supplementary terms are not misleading;
- checking that any alternative products are not labelled in such a way as would cause confusion with products under the scope of the Regulation;
- checking compliance with indications of chilling method;
- checking compliance with SMT labelling indications, including supplementary and foie gras indications;
- checking compliance with the labelling requirements for pre-packed and non pre-packed poultrymeat; and
- checking product names and terms are indicated in an appropriate Community language.

1.3 Storage Temperature

EHOs will be responsible for checking compliance with the specified storage temperatures for fresh, frozen and quick-frozen poultrymeat at wholesale and retail premises.

1.4 Water Content Checks

Where there are serious grounds for suspecting irregularities, enforcement authorities may carry out non-discriminatory random checks of frozen or quick-frozen chickens to verify compliance with the water content requirements. Tests of poultrymeat from Member States cannot take place at the border, and should normally be carried out at the place of destination.

2. Beef and veal

The checks listed below will be carried out in the course of routine inspections or during the follow up to a referral.

2.1 Carcases and cuts

EHOs will be responsible for checking compliance at wholesale and retail premises with:

- the labelling of carcases and cuts;
- the derogations for certain forms of presentation (minced, trimmings, pre-packed cut beef or non pre-packed cut beef)

2.2 Labelling

EHOs will be responsible, at wholesale and retail premises, for:

- checking compliance with the use of permitted names on labels;
- ensuring that any supplementary terms are not misleading;
- checking that any alternative products are not labelled in such a way as would cause confusion with products under the scope of the Regulation;
- ensure the following indications are included on all beef and veal products:
 - (a) a reference (batch) number or reference code ensuring the link between the meat and the animal or animals;
 - (b) the approval number of the slaughterhouse at which the animal or group of animals was slaughtered and the Member State or third country in which the slaughterhouse is established;
 - (c) the approval number of the cutting hall which performed the cutting operation on the carcass or group of carcases and the Member State or third country in which the hall is established;
 - (d) Member State or third country of birth;
 - (e) all Member States or third countries where rearing took place;
 - (f) Member State or third country where slaughter took place; however, where the beef is derived from animals born, reared and slaughtered in Northern Ireland, the indication may be given as 'Origin: United Kingdom (Northern Ireland)'

Ensure the following indications are included in addition to the above on veal products: (a) the age of the animal at slaughter using the category identification number or age in months; and (b) the sales description
- checking compliance with the labelling requirements for pre-packed and non pre-packed beef and veal, such as minimum information to display at non pre-packed beef retail counters and information that must be available to the consumer upon request. All non-packed cut meats should be displayed for sale with the name of which country the meat came from, in which country the animal was born, reared and slaughtered, followed by the name of the country in which the carcases were cut up and
- checking product names and terms are indicated in an appropriate Community language.

3. Eggs

The checks listed below will be carried out in the course of routine inspections or during the follow up to a referral.

3.1 Labelling

EHOs will be responsible, at retail and mass caterer premises, for checking labels include the following:

- Name and address of packing centre or business
- Class (A) eggs should be marked with the producer code
- Size of eggs (Very Large or XL, Large or L, Medium or M, Small or S or eggs of different sizes with a minimum weight)
- Method of production ("Organic", "Free Range", "Barn" or "Eggs from Caged Hens")
- Number of eggs in pack (if not clearly visible)
- Explanation of Code on Eggs
- Consumer advice to keep chilled after purchase
- Best before date (maximum 28 days after lay) and must be removed from sale i.e. "delivered to consumer" within 21 days of lay

3.2 Temperature

EHOs will be responsible for checking compliance with the specified storage temperatures:

- Class A eggs should not be chilled in premises where the temperature is artificially maintained at less than 5 °C
- Eggs which have been kept at a temperature below 5 °C during transport for not more than 24 hours or on retail premises for not more than 72 hours shall not be considered as chilled.

Annex 3**DAERA - District Council Governance Group Terms of Reference****1. Purpose**

This group has overarching responsibility in the following areas:

- Reviewing the MoU and determining and considering any substantive variations.
- Considering and determining disputed matters which cannot be resolved by the Key Contacts that are referred to the Governance Group.
- Assessing annual enforcement activity.

2. Membership

Stephen Johnston (DAERA representative)

Kieran Coghlan (DAERA representative)

Fiona McClements (NI District Council representative)

Paula O'Neill (NI District Council representative)

3. Term

These Terms of Reference (ToR) are effective from 1 April 2021 and will remain in place until terminated by agreement of the Membership.

Annex 4

Data sharing agreement between DAERA and NI District Councils relating to the enforcement of marketing standards in the Poultrymeat, Eggs & Chicks and Beef & Veal sectors

1.	<p>Parties to the agreement</p> <p>Department of Agriculture, Environment & Rural Affairs</p> <p>Agri-Food Policy II Branch</p> <p>Dundonald House</p> <p>Belfast</p> <p>BT4 3SB</p> <p>11 District Councils of Northern Ireland</p> <p>(As at Annex 1)</p>
2.	<p>Introduction</p> <p>Marketing and identification of agricultural or food products, including livestock, is devolved under Schedule 3 of the Northern Ireland Act 1998. Under Northern Ireland Statutory Rules (per section 4 below), DAERA is the competent authority for Eggs & Chicks, Beef & Veal and Poultrymeat; however the execution and enforcement of these powers in Northern Ireland (NI) may currently be undertaken by DAERA and/or the 11 Councils.</p> <p>The responsibility for inspection of establishments operating in these sectors is based on their function:</p> <ul style="list-style-type: none"> • DAERA largely inspects meat processing plants such as slaughter houses and cutting plants, and in some cases primary producers. • Councils largely inspect cold stores, warehouse/distribution centres and local shops such as butchers which may be cutting and selling on meat. <p>DAERA mostly acts independently of the Councils in terms of inspection and enforcement in their areas. Similarly, when Councils identify offences, they exercise enforcement powers independent of formal advice or governance from DAERA, though basic information on the offence is communicated to DAERA.</p> <p>While DAERA uses the Food Standards Agency Northern Ireland (FSA NI) database for maintaining inspection lists, Councils maintain their own lists of smaller shops and premises which fall outside DAERA's current functions. The current situation therefore involves substantial information exchange between these three parties.</p>

3.	<p>Purpose</p> <p>As stated above, the purpose of this agreement is to enable and formalise data sharing between those authorities, designated in legislation, with responsibility for marketing standards in the Eggs & Chicks, Beef & Veal and Poultrymeat sectors. This will help to ensure EU equivalence and facilitate current and future arrangements between the authorities in relation to, for example, checks and approvals.</p> <p>DAERA, as the competent authority, is required to ensure that lists of approved operators checked for marketing standards can be verified and that those approved establishments listed are subject to a programme of robust and effective inspections and enforcements. The programme should be maintained with a clear and rational audit trail.</p> <p>The audit trail may extend beyond the UK. Where required, the processes and list may be subject to inspection by international trade partners such as individual countries or trading blocs.</p> <p>Data across marketing standards and approved establishments lies with multiple parties as highlighted above. The parties involved require a clearly defined and authorised means of access to and sharing of relevant data sources.</p>
4.	<p>Organisations Involved</p> <ul style="list-style-type: none"> • Department of Agriculture, Environment & Rural Affairs <p>11 District Councils of Northern Ireland</p>
5.	<p>Data to be Shared</p> <p>The data to be shared will pertain directly to what is prescribed by the relevant legislation, including:</p> <ul style="list-style-type: none"> • Name of producer / retailer • Monitoring and Inspection Programmes • Risk assessments and data required to undertake them • Approved Establishments lists and their enforcement • Marketing Standards lists and their enforcement • The Registered Premises lists and their enforcement • Labelling requirements, labelling information and indications • Allowing traceability of produce from farm to fork including marketing standards elements of Official Controls.
6.	<p>Information use</p> <p>The sharing and use of this information by the partner organisations is required to ensure adherence to relevant legislation.</p> <p>In all cases, the originating partner will remain the owner of the information – the data controller – where information is edited or updated by a receiving</p>

	<p>partner, they must make this clear.</p> <p>Information will not be released to third parties outside the agreement, without the consent of the original partner unless it is already publically available.</p>
7.	<p>Requests for information</p> <p>Responsibility for dealing with a request for general information or environmental information will rest with the organisation who owns the information. It must not be disclosed to any person or into the public domain without prior consultation and agreement with the originating sources.</p> <p>Requests under UK GDPR, FOI Act (2000) or the Environmental Information Regulations (2004) must be dealt with by the partner receiving the request. Each partner may request reasonable assistance from the other partners in order to respond to any such requests.</p> <p>Where information held is relevant to a request and is identified as originating from another partner, it will be the responsibility of the partner who has received the request to contact the originator of the data to determine whether the originator wishes to claim an exemption from the provisions of the UK GDPR/FOI/EIR provisions. Due to legislative timeframes, it is essential this work is processed quickly between partners.</p>
8.	<p>Responsibilities of each party</p> <p>Each party must ensure adequate steps are taken to prevent:</p> <ul style="list-style-type: none"> • Accidental or deliberate destruction or modification of the information • Unauthorised access to information or any systems holding the information • Misuse of the information • Loss of data. <p>Each party must ensure that security protocols are in place for audits in line with their own policies and procedures, as they relate to the UK GDPR.</p> <p>Each party is responsible for ensuring organisational and security measures are in place to protect the lawful use of any information shared.</p> <p>Each party will ensure that staff are only given access to personal data where there is a legal right, in order for them to perform their duties in connection with delivery of this service.</p> <p>Each party will ensure that staff who access information under this agreement are aware of their responsibilities under the UK GDPR and DPA 2018.</p> <p>Each party must ensure that staff accessing shared information follow the</p>

	<p>procedures and standards specified in this agreement.</p> <p>Each party must have and adhere to a retention and disposal policy.</p> <p>Each party will share with the other partners the outcome of any relevant audits, inspections or reviews.</p>
9.	<p>Security</p> <p>All parties must adhere to their Data Protection Policies and the UK GDPR.</p> <p>All information must be handled in accordance with Government guidelines and the UK GDPR and Data Protection Act 2018, for handling and processing personal information.</p> <p>All staff must be fully aware of, and abide by, their duties and responsibilities and comply with the seven principles of the UK GDPR.</p> <p>Personal/restricted data that is stored/located in private premises, or removed from those premises to be utilised in the field for business purposes, must be processed in line with these same UK GDPR principles.</p> <p>Data retrieved from DAERA will be processed for the purposes of this agreement only. Similarly any data retrieved from the Councils will only be processed by DAERA for the purposes of this agreement only.</p> <p>Data shared must be processed for the purpose of this agreement only. This should not be released to a third party without prior knowledge and explicit consent of DAERA. Any misuse of this information will result in a breach of the agreement.</p> <p>Any paper copies of data must be securely stored in locked cabinets, accessible only to authorised staff.</p>
10.	<p>Retention and disposal</p> <p>Information will be retained by the respective parties in line with their retention and disposal schedules, to permit any ongoing cases or appeals to be heard. (For DAERA, this will be a retention period of 7 years.)</p>
11.	<p>Security incidents or data breaches</p> <p>Each party will be responsible for investigating their own data loss incidents in relation to information shared, and will notify the others of any such loss. DAERA must be informed immediately in the event of data breach or loss. All such incidents should be reported to:</p> <p>Information & Communication Branch Manager Sharon Conway Ballykelly House</p>

	<p>1st Floor 111 Ballykelly Road Limavady BT49 9HP</p> <p>Tel: 028 7744 2216 Email: vsinfo@commsbranch@daera-ni.gov.uk</p> <p>In the event of such an incident, DAERA will instigate an investigation in line with the DAERA Information Loss Handling Plan. All partners will engage fully in the resolution of such an incident, by assisting in the investigation being carried out. Where appropriate Councils will instigate their own data breach procedures. DAERA will similarly, make the Councils aware of any data loss incidents in relation to information shared.</p>
12.	<p>Review/Termination of Data Sharing Agreement</p> <p>All partners agree to inform the other partners in writing in the case of termination of agreement.</p> <p>Data will be deleted in a secure fashion if requested.</p> <p>This Data Sharing Agreement will be reviewed 12 months after the date of signing, and yearly thereafter. If any significant change takes place which means the agreement becomes unfit for purpose, the agreement will be updated as necessary and a new version circulated. Any partner can request a review at any time.</p>
13.	<p>Indemnity</p> <p>In the event of a breach of this agreement which results in a financial penalty, claim or proceedings, the parties agree to co-operate to identify and apportion responsibility for the breach and the defaulting party will accept responsibility for any such claim.</p>

Report to:	Active and Healthy Communities
Date of Meeting:	16 August 2021
Subject:	Consultation from DAERA - Calls for evidence & views on Climate Change Bill
Reporting Officer (Including Job Title):	Eoin Devlin Assistant Director Health and Wellbeing
Contact Officer (Including Job Title):	Sheena McEldowney Head of Sustainability

Confirm how this Report should be treated by placing an x in either: -

For decision	<input checked="" type="checkbox"/>	For noting only	<input type="checkbox"/>
--------------	-------------------------------------	-----------------	--------------------------

1.0	Purpose and Background
1.1	That the Committee agree to return the attached Consultation response. The response has been returned by the required date on the proviso that it will be subject to Council Approval.
2.0	Key issues
2.1	<p>The Assembly's Agriculture, Environment and Rural Affairs (AERA) Committee is seeking views from stakeholders on the objectives, proposals and potential consequences of the new Climate Change Bill that is currently before the Assembly, so it can understand how the legislation could affect different parts of society and how effective it may be in achieving its aims.</p> <p>Climate Change is one of the most important issues facing our society and how we address it could affect how we live, work and travel.</p> <p>The Climate Change Bill sets out a framework to mitigate the effects of Climate Change in the coming years. This includes reducing the amount of greenhouse gases released into the atmosphere and balancing the amount removed by our industries and through energy use.</p> <p>The Bill proposes several mechanisms to help achieve its aims including establishment of Climate Action Plans across various sectors and regular reporting to monitor progress in terms of delivering the net-zero target.</p>
3.0	Recommendations
3.1	That the Committee agree to return the attached Consultation response. The response has been returned by the required date on the proviso that it will be subject to Council Approval.

4.0	Resource implications
4.1	None.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>
6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>

	<p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices
	Appendix I: NMDDC Consultation Response Call For Evidence Climate Change Bill
8.0	Background Documents
	https://consultations.nidirect.gov.uk/northern-ireland-assembly/climate-change-bill/



Call for evidence and views on the Climate Change Bill

Closes 15 July 2021

Opened 20 May 2021

Overview



Climate Change is one of the most important issues facing our society and how we address it could affect how we live, work and travel.

[The Climate Change Bill](#) that has recently come before the Northern Ireland (NI) Assembly sets out a framework to mitigate the effects of Climate Change in the coming years.

This includes reducing the amount of greenhouse gases released into the atmosphere and balancing the amount removed by our industries and through energy use.

The Bill proposes several mechanisms to help achieve its aims including establishment of Climate Action Plans across various sectors and regular reporting to monitor progress in terms of delivering the net-zero target.

Why we are consulting

As part of the NI Assembly's normal legislative processes, the Climate Change Bill has been referred to the Assembly's Committee for Agriculture, Environment and Rural Affairs (AERA) for scrutiny and evaluation.

The Committee is seeking views from stakeholders on the objectives, proposals and potential consequences of the Bill so it can understand how the legislation could affect different parts of society and how effective it may be in achieving its aims.

Your views will help to inform the AERA Committee's consideration of the Climate Change Bill and any recommendations it may suggest as the Bill moves to the next stage of the legislative process.

Consultation contents

You only need to answer the questions that are most relevant and important to you but we ask that you complete this response form in full, providing your views and making suggested amendments to the Bill where possible. If you are unsure as to how to answer a particular question, you may leave it blank.

Tips for completing your response

I'm not sure how to answer all of the questions.

To help inform your views before completing your response, we recommend reading the [Climate Change Bill document first](#).

Do I have to answer every question in the consultation?

You are required to answer the consent question for publishing your response. The rest of the survey questions are optional. Please answer the questions that are most important and relevant to you.

Introduction (Required Section)

Please note that in most cases **your written submissions will be published** on our website and may be quoted in the Committee's report or in Committee meetings (which are public and broadcast).

If you would like to request that your name not be included in what is published, or to request an alternative format to give comments, please contact the Clerk at the following email address: Committee.AgrEnvRural@niassembly.gov.uk. We will consider all requests for information to be treated anonymously.

Please provide comment on any or all parts of the template. If you do not agree with a particular clause of the Bill, please consider suggesting how it could be amended.

1. How would you like your response to be published?

I would like my response to be published ☒

I would like to request my response not be published, and I understand this will only be accepted in exceptional circumstances ☐

If my request is turned down I understand that I can choose to withdraw my submission or agree to my response being published in full or as amended by me.

2. What is your name?

Sheena McEldowney

3. What is your email address?

Sheena.mceldowney@nmandd.org

4. Please indicate if you are providing a submission as:

An individual ☐

On behalf of an organisation or business ☒

If on behalf of an organisation or business, please state its name:

Newry, Mourne and Down District Council

And please tell us briefly how the organisation or business relates to the subject matter of the Bill:

NMDDC as a local authority recognises it's important role in climate change. The council declared a climate emergency in 2019 and are currently developing a Local Climate Adaptation Plan.

Question 1: The Policy Objectives

The policy objectives of the Bill are to:

- Enable the mitigation of the impact of climate change in Northern Ireland;
- Establish a legally binding net-zero carbon target for Northern Ireland;
- Provide for the establishment and powers of a Northern Ireland Climate Commissioner and Northern Ireland Climate Office;
- Guarantee existing environmental and climate protections

1. What are your views on the overall policy objectives?

Newry, Mourne and Down District Council welcomes the introduction of the Climate Change Bill. The legislation fulfils the requirements of the NDNA agreement for the development of climate change legislation and targets for reducing carbon emissions in line with the Paris Climate Change Accord.

Since the introduction of the UK Climate Change Act in 2008, greenhouse gas emissions have only fallen by 9% in NI (2008-2016), compared to a 27% reduction for the whole of the UK, suggesting that voluntary contributions from Northern Ireland won't be enough. The proposed Bill will play a key role in closing the legislative gap.

We agree with the four policy objectives of the Bill. We note the legislation is deliberately broad in its mandate, enabling Government to decide the regulations and programmes that will deliver against the objectives of the Bill.

The statutory enforcement provisions are likely to be the most effective instruments in the Bill. These include setting a legally binding decarbonisation target for Northern Ireland, strengthening accountability for meeting targets, with Ministers required to report on progress in every sector, every year. There will also be a duty for 5 yearly carbon budgets (interim emission reduction targets) and action plans, as well as provision for independent scrutiny of national progress through reviews carried out by a Climate Commissioner.

There is some scope however to strengthen aspects of the Bill, such as:

- introduce sectoral decarbonisation targets
- introduce a Climate Change Duty on Public Authorities to set a date for zero emissions, develop a climate action plan and publish a progress report annually
- mandate a body that is fully independent of government to implement climate and environmental regulation and compliance systems and investigate those who don't comply.

2. Do you think that the Bill will meet these objectives?

Yes ☒

No ☐

☐

Unsure

Please give us a reason for your answer:

Whilst the policy objectives are ambitious and challenging, they are commensurate to urgency of the crisis and reflect the willingness and capacity of key economic sectors to decarbonise.

There is no doubt that some sectors, such as agriculture, will be more difficult to decarbonise than others, and appropriate levels of financial support and assistance is needed to ensure a just transition in these sectors.

Nature-based solutions and changes in land use management are likely to play a key role in achieving carbon neutrality in Northern Ireland. It is vital therefore that farmers and landowners are financially incentivised through appropriate payment schemes to support carbon, nitrogen, soil, and air quality targets, to meet the objectives of the Bill.

Question 2. Declaration of a Climate Emergency

1. What are your views on this?

Tell us your views on declaring a Climate Emergency in Northern Ireland.

We support the declaration of a Climate Emergency in Northern Ireland, as set out in Section 1 of the Climate Change Bill. It demonstrates the need for urgent action to halt climate change and avoid potentially irreversible environmental damage resulting from it.

The UN Secretary General has urged all countries to declare a Climate Emergency, and Northern Ireland will be following in the footsteps of at least 38 other countries that have already declared a state of emergency. It is right that this is included in the Climate Change Bill.

Question 3: Net Zero Target

1. What are your views on the target set out in the Bill to achieve a Net Zero carbon, climate resilient and environmentally sustainable economy by the year 2045?

Newry, Mourne and Down District Council agrees with the overriding objective of the Bill, which is 'the establishment in Northern Ireland of a net-zero carbon, climate resilient and environmentally sustainable economy by the year 2045'. The proposed target date is 5 years earlier the UK climate target. The IPCC Special Report on Global Warming of 1.5°C demonstrates that the international scientific community is in agreement that governments must commit to a net zero target by 2050, to avoid the worst impacts of climate change.

Legislating to end our contribution to climate change by 2045 shows that Northern Ireland is committed to demonstrating leadership on climate action. The Climate Change Bill as proposed, demonstrates what international leadership on climate action means. Not only are we setting legally binding targets to reduce emissions to net-zero in direct response to the Paris Agreement, but we are also putting in place one of the most stringent frameworks of statutory targets anywhere in the world.

The end target is the maximum possible ambition based upon the best available science and requires the rest of the UK to take action to meet its targets if we are to meet ours. While there is some uncertainty over the precise route that can be taken, we believe it is right to be as ambitious as possible to drive the action required to make the changes needed.

There has been some debate about the advice provided by the Committee on Climate Change to DAERA to select a target of 82% reduction in greenhouse gas emissions by 2050. It is important to note that this was in the context of a question about what a fair contribution would be for Northern Ireland to the UK Net Zero target. In the Sixth Carbon Budget, the Balanced Pathway was one of five different scenarios developed and the proposed 82% reduction by Northern Ireland was intended to be a minimum level of ambition. Lord Deben, in his letter to the Minister dated 1st April 2021, went on to say:

"Northern Ireland's climate legislation should allow emissions reductions to go beyond our current assessment by requiring **at least** an 82% reduction and should contain clear provisions to tighten the target if there is evidence to support such a decision. We have already seen similar provisions used to increase climate targets for the UK, Scotland and Wales since 2019."

The letter also stated, "there is no purely technical reason why net zero is not possible in Northern Ireland" provided policy is ramped up significantly, which this legislation aims to do.

2. Do you think that the Net Zero emissions target is achievable?

- Yes ☒
- No ☐
- Unsure ☐

3. Do you think that the timescale to deliver the Net Zero emissions target is achievable?

Yes ☒

No ☐

Unsure ☐

4. Do you think that the timescale outlined in the Bill to achieve Net Zero should be revised if circumstances change?

Yes ☒

No ☐

Unsure ☐

Please tell us why.

Climate change policy, and any targets set within it, needs take into consideration the best available and most up to date climate change science. The science on climate change is constantly evolving, therefore we would consider it prudent that the Bill incorporates the necessary flexibility to allow consideration of emerging evidence around, for example, changes in the rate of global warming and any new or revised targets at international and national level.

Question 4: Climate Action Plans

Clause 3 of the Bill requires the government to produce Climate Action Plans on a 5-yearly basis to achieve the Net Zero Target. The Climate Action Plans will:

- Have annual targets for net greenhouse gas emissions, water quality, soil quality and biodiversity
- Outline measures to achieve the target including carbon budgets and nitrogen budgets

1. Tell us your views on requiring the government to produce Climate Action Plans.

NMDDC supports the proposal to require government to produce a Climate Action Plans on a 5-yearly basis.

The scope of this plan is necessarily broad, including both environmental and nature objectives chiefly due to a lack of legislation, targets and measures on environmental protection here in Northern Ireland.

Whether or not these elements remain in the Climate Change Bill will depend on whether or not a separate Bill is passed aimed at protecting Environment and Nature, alongside an Environmental Improvement Plan. If this does happen, the Climate Action Plan can focus on climate pollutants and measures only. However, without appropriate environmental legislation and targets, we believe it is right that the Climate Action Plan captures these elements.

2. Do you think the proposed Climate Action Plans are an effective way of delivering the Net Zero target?

- Yes ☒
- No ☐
- Unsure ☐

Question 5: Office of a Climate Commissioner

Clauses 5 and 6 of the Bill provide for the establishment of an independent Office of a Climate Commissioner in Northern Ireland that will:

- Lay annual reports on progress made against the Climate Action Plans
- Make annual legislative reports on the effectiveness and appropriateness of the Bill
- Make recommendations about how the aims of the Bill are being achieved
- Have the power to request access to persons and documentation as required to discharge their duties

1. Tell us your views on the establishment of a Climate Commissioner.

We broadly welcome the introduction of a new independent body (a Commissioner and Climate Office) to provide independent scrutiny of government progress on climate targets and review the implementation of the legislation. A concern is that the proposed oversight function may not be enough.

The timescales of net-zero mean that much more significant government interventions on energy and climate impacting systems are required. We propose a broader role and function for the proposed Climate Commissioner, to oversee and implement the transition process as there is no strategic energy or climate body in Northern Ireland at present.

This body would work across government and build consensus but would also have the authority, delegated by ministers, to guide policy and direct the regulators to act on strategic issues.

2. What role and powers do you think the proposed Climate Commissioner should have?

We believe this new body would provide several functions:

- I. It would be a centre of independent energy and climate expertise, possibly linked to an academic institution, on which policy could be based. The Energy Research Centre of the Netherlands (ECN) would be a good example of this function.
- II. It would advise the NI government and Assembly on policy and progress against energy and climate goals working with the Committee on Climate Change. This would include making specific energy policy, governance, and regulatory recommendations to which the Executive Office must respond, publicly explaining how and when it is taking action or giving a reason why it is not.
- III. The new body could (with good governance) have a policy delivery function, working with the NIHE and local authorities where necessary. This deployment expertise could support its first function, increasing its energy and climate expertise.
- IV. It could provide a home for energy data and associated issues.
- V. The new body could also take a role in national citizen engagement and could consider distributional and equality issues associated with the energy and climate transition.

For reasons of coherence and leadership, we recommend that this body scrutinises and supports the new climate and energy transition department but reports to The Executive Office to raise the profile of energy and provide cross-party leadership.

There is the potential for this body to be associated with and even be part of a new independent Environmental Protection Agency, however without knowing the details of a future EPA, we cannot make a specific recommendation here. We would also expect this body to work closely with the Housing Executive around heat and building issues.

The functions that we suggest could be associated with the new body could be split across two bodies to reduce potential conflict. One new body could provide advice and scrutiny to the 'Executive Office', and another could support policy delivery. However, for reasons of simplicity and expertise sharing, subject to good governance, a single body may be more appropriate.

Question 6: Sectoral Plans

The Bill sets out that within the Climate Action Plans there will be specific policies and proposals in the following sectors to achieve the overall emissions target:

- energy production and supply (including for residential, public and district;
- heating and cooling purposes;
- transport (including shipping and aviation);
- infrastructure (including infrastructure for electric vehicular transport);
- business and industrial processes;
- residential and public (in relation to buildings in these sectors);
- waste management;
- land use and land-use change, including forestry; and
- agriculture

1. Do you agree with the proposal to have specific sectoral policies associated with the Climate Action Plans?

Yes	<input checked="" type="checkbox"/>
No	<input type="checkbox"/>
Unsure	<input type="checkbox"/>

2. What impact do you think that these sectoral plans will have in terms of helping to achieve the Net Zero target?

Mitigating climate change will require transformative measures and actions across all sectors and by individuals. Sectoral plans and targets help by breaking the net zero target up into individual greenhouse gas emission sectors, placing accountability on specific sectors and industries to act and encouraging collaboration and coherence within each of these sectors.

The sectoral plans are likely to take a data-led approach, looking at the contribution of individual sectors to the overall greenhouse gas inventory, and identify the most cost effective and carbon effective interventions in order to guide decision making. They are also likely to encourage investor confidence in zero-carbon industries, as they demonstrate a long-term commitment to decarbonisation of entire sectors.

3. How do you think the above sectors might be affected by the proposals?

All sectors will be affected, inevitably. There will need to be transformative change in all sectors and systems thinking is required to ensure the changes in individual sectors are complementary and cohesive. The impacts will overwhelmingly be positive for the economy and society, over a long term (30 year) time horizon, but there will be a need for government support to alleviate impacts of the transition in the short term.

Energy production and supply

- Emphasis on demand reduction by engaging consumers in strategies to reduce consumption patterns using smart meters, tariff incentives, insulation, and other mechanisms. A [report](#) by the Cabinet Office in 2002 said there is the potential to save approximately 30% of final energy demand across all sectors in the UK amounting to reduced costs to customers of £12.3 billion annually
- Energy networks will need to be strengthened (Decarbonised; Decentralised; Digitised; Democratised) with significant reduction in energy wastage
- Greater focus on smart power principally built around interconnection, storage, and demand flexibility helping save consumers money, meet NI's carbon targets, and secure NI's energy supply for generations
- Decommissioning of Northern Ireland's three fossil fuel generating plants at Ballylumford, Kilroot and Coolkeeragh by 2050, with any remaining facilities equipped with carbon capture, utilisation, and storage technology
- Ban on fracking and all other fossil fuel exploration and extraction activities

Transport

- Emphasis on reducing demand for transport, through less development in open countryside, regional office hubs and home working
- Less spending on new road infrastructure and parking
- More spending on infrastructure to make it easy for people to walk, cycle, and work remotely
- Priority given to cyclists and buses over cars in urban centres
- More local public transport options, including rail and bus, with greater focus on multi-modal transport patterns
- Clean air / low emission zones
- Access to reliable rapid EV chargers at all petrol stations, tourist attractions etc
- Access to reliable EV charge points on residential streets
- Cars and vans transition from diesel / petrol to electric
- HGVs & Ships transition from diesel / petrol to hydrogen or other zero-carbon fuel sources
- Levies on frequent flyers to discourage international travel by air

Infrastructure

- Large infrastructure projects such as bridges or new rail lines must consider embodied carbon and how to reduce it as well as extreme weather conditions likely under future climate scenarios (extreme heat, storms, heavy rainfall)
- Undergrounding of key telecommunication and electrical networks i.e. the replacement of overhead cables providing electrical power or telecommunications, with underground cables to make them less susceptible to outages during extreme weather
- Sustainable water infrastructure achieved by ensuring water and energy efficiency, and using the best, the newest, and the most innovative solutions when investing in water infrastructure to maximise the reuse of wastewater and reduce loss of water from the system

Energy production and supply

- Emphasis on demand reduction by engaging consumers in strategies to reduce consumption patterns using smart meters, tariff incentives, insulation, and other mechanisms. A [report](#) by the Cabinet Office in 2002 said there is the potential to save approximately 30% of final energy demand across all sectors in the UK amounting to reduced costs to customers of £12.3 billion annually
- Energy networks will need to be strengthened (Decarbonised; Decentralised; Digitised; Democratised) with significant reduction in energy wastage
- Greater focus on smart power principally built around interconnection, storage, and demand flexibility helping save consumers money, meet NI's carbon targets, and secure NI's energy supply for generations
- Decommissioning of Northern Ireland's three fossil fuel generating plants at Ballylumford, Kilroot and Coolkeeragh by 2050, with any remaining facilities equipped with carbon capture, utilisation, and storage technology
- Ban on fracking and all other fossil fuel exploration and extraction activities

Transport

- Emphasis on reducing demand for transport, through less development in open countryside, regional office hubs and home working
- More spending on infrastructure to make it easy for people to walk, cycle, and work remotely
- Priority given to cyclists and buses over cars in urban centres
- More local public transport options, including rail and bus, with greater focus on multi-modal transport patterns
- Clean air / low emission zones
- Access to reliable rapid EV chargers at all petrol stations, tourist attractions etc
- Access to reliable EV charge points on residential streets
- Cars and vans transition from diesel / petrol to electric
- HGVs & Ships transition from diesel / petrol to hydrogen or other zero-carbon fuel sources

Infrastructure

- Large infrastructure projects such as bridges or new rail lines must consider embodied carbon and how to reduce it as well as extreme weather conditions likely under future climate scenarios (extreme heat, storms, heavy rainfall)
- Undergrounding of key telecommunication and electrical networks i.e. the replacement of overhead cables providing electrical power or telecommunications, with underground cables to make them less susceptible to outages during extreme weather
- Sustainable water infrastructure achieved by ensuring water and energy efficiency, and using the best, the newest, and the most innovative solutions when investing in water infrastructure to maximise the reuse of wastewater and reduce loss of water from the system

Business and industrial processes

- Carbon taxation and participation in a domestic emissions trading scheme
- Economic opportunities for businesses poised to deliver low carbon goods and services e.g., insulation companies, clean-tech companies
- Hospitality industry and tourism will get a boost as Northern Ireland seen as green capital of Europe, attracting eco-conscious travellers. SMEs in hospitality industry save money as they save carbon, making their business more profitable.

- All large-scale industrial industries must move towards a carbon neutral fuel source, with zero air pollution. This will have a cost implication for heavy industries, but due to incremental increases in carbon taxes, green fuels will become the cheaper option
- Greater pedestrianisation of urban centres.

Residential and public buildings

- Jobs and energy savings will be delivered by retrofitting homes and buildings will be more energy efficient and use low-carbon heating, helping reduce fuel poverty and health problems over the winter caused by cold homes
- New buildings are fit for the future, efficient, resilient to extreme weather, more comfortable and cheaper to run
- Buildings become more self-sufficient through a combination of on-site renewable technology, smart controls, energy storage and rainwater harvesting
- Greater awareness about energy usage among the public leads to a change in consumption habits

Waste management

- Moving towards a circular zero-waste economy creates exciting new business opportunities and jobs while preventing and removing carbon from the atmosphere
- Carbon metrics guide waste management infrastructure decisions and residual waste facilities are mandated to have a carbon capture, utilisation, and storage (CCUS) technology to ensure no release of greenhouse gases to the atmosphere

Land use and land-use change

- Tree planting at scale, native broadleaf species prioritised where possible
- Green infrastructure and sustainable drainage integrated into all new and existing development
- Large scale peatland restoration
- Creation of more protected sites for wildlife and conservation

Agriculture

- Likely to be heavily impacted, but there will be a long-term benefit to the sector.
- Supplementary financial support will be required to support sustainable land use management and protect farmers in the transition, through a NI Farm Welfare Bill for example
- Shift towards more regenerative (less-intensive) farming practices
- Diversification of farming income models from livestock towards the delivery of public goods e.g., green infrastructure, biofuels, compost
- Fewer farm waste bi-products due to greater circularity of resources
- Soybean meal for livestock replaced with microalgae-based protein
- More resilient farming sector
- Shorter food supply chains

Question 7: Resource Implications

1. What do you think the resource implications of the Bill will be for:

The Department of Agriculture, Environment and Rural Affairs

To achieve the ambitious targets in the Climate Change Bill, significant resourcing will be required for both the lead Department (whoever this is) and public bodies, businesses, and communities to deliver action on the ground.

The Northern Ireland Executive

As stated above, overall spending to support climate action and decarbonisation by the Northern Ireland Executive should be benchmarked against equivalent budgets in Scotland, Wales, and England to give an indication of the minimum level of funding required.

A Green New Deal should be brought forward to provide long-term sustainable finance for the climate and energy transition. Government funds can be used to secure additional funds from the private sector and legacy EU funds (such as Peace Plus) for low-carbon infrastructure, skills, research and development.

Specific sectors of the Northern Ireland economy

We do not have access to cost projections to comment on this, however guidance from the UK Committee on Climate Change (CCC) is clear that the long-term benefits of decarbonisation to the economy outweigh any short-term costs. Economic modelling in the CCC Sixth Carbon Budget report suggests achieving net zero in the UK will give a boost to UK GDP overall, growing to around 2% of GDP by 2030, levelling off at around a 3% boost by 2050. Figures are not available for Northern Ireland, but it is assumed there will be a similar level of economic growth in Northern Ireland.

2. What do you think are the most important issues for the government when making funding plans to help achieve the aims of the Bill?

Taking a long-term approach to policies and funding is essential to provide assurance to investors and stakeholders. There will be a return on initial investment, but it will not happen overnight. It is vital that funding is not piecemeal, year to year, but available on a multi-year basis.

The Committee on Climate Change has been clear on the significant economic benefits that will be created by achieving net zero GHG emissions, stating that: "the costs of the transition (including upfront investment, ongoing running costs and costs of financing) will be less than 1% of GDP over the entirety of 2020-2050, with a net boost to GDP overall."

Question 8: Access to Specialist Advice

The Bill proposes that the UK Climate Change Committee (UK CCC) will provide advice to the Commissioner when they report annually against the Climate Action Plans.

1. Do you think that this is appropriate?

Yes ☒

No ☐

Unsure ☐

2. Are there other sources of expertise that may be needed to inform progress to achieve the Net Zero target?

The Commission may also wish to consult with other expert bodies on the island of Ireland, e.g., the Climate Change Advisory Council, the Sustainable Energy Authority of Ireland and the new All-Island Climate and Biodiversity Research Network in relation to transboundary matters such as air, soil, and water quality.

Question 9: Responsibility on Public Bodies

The Bill places obligations on a wide range of organisations to help achieve the emissions targets and it will influence policy across a number of public Departments. This includes introduction of a scheme to track carbon usage that will be overseen by the Department of Agriculture, Environment and Rural Affairs.

1. What are your views on the roles and responsibilities placed on public bodies as set out in the Bill?

The legislation does not go far enough in placing a specific and direct obligation on Public Bodies to contribute to the achievement of the overarching climate objective.

Public bodies, such as the NI Housing Executive and local authorities, will be asked to help government achieve the policy objectives, but there is no specific legislative mandate for these bodies in relation to climate action.

As it stands, the Bill only requires reporting by public bodies (and others) which is the function of the Climate Commissioner (clause 6). Although Public Bodies will be among a wide range of organisations contributing to the proposed carbon usage scheme, it may become a reporting exercise without any real action.

Most importantly, the Bill does not include a mechanism to investigate and challenge non-compliance by individual Public Bodies. We believe there should be provision for Public Body Climate Change Duties within the Bill, in line with Section 4 of the Climate Change (Scotland) Act 2009.

Climate change duties may include: -

- that a public body must, in exercising its functions, act in the way best calculated to contribute to the delivery of the decarbonisation targets set in or under this Bill; in the way best calculated to help deliver any adaptation programme laid before the NI Assembly; and in a way that it considers is most sustainable.
- requiring public bodies to develop a Climate Action Plan within a specified timeframe after the Bill receives Royal Assent
- requiring public bodies to prepare reports on compliance with climate change duties

Additionally, there must be provision of guidance to relevant public bodies in relation to climate change duties and those bodies must have regard to such guidance.

Furthermore, the Bill should enable Ministers, by order, to appoint a body to monitor and carry out any necessary investigations into whether relevant public bodies are:

- complying with climate change duties
- having regard to any guidance given under the climate change duties.

This could either be a function of the proposed Climate Commissioner or an independent Environmental Protection Agency (or equivalent body).

2. Do you think that there should be a lead responsible government Department for delivering the aims of the Bill?

Yes ☒

No ☐

Unsure ☐

3. If you think there should be a lead Department, please tell us which one and why:

Department for Agriculture, Environment and Rural Affairs ☐

Department for Communities ☐

Department for the Economy ☐

Department of Education ☐

The Executive Office ☒

Department of Finance ☐

Department for Health ☐

Department for Infrastructure ☐

Department for Justice ☐

Why do you think this government Department should be responsible?

We support the recommendations of the [independent review](#) of energy governance in Northern Ireland by the University of Exeter, which argued that a new '**Department for Energy and Climate Transition**' should be created, amalgamating the existing climate and energy functions of DAERA and DfE to create a larger more cohesive unit and simplify decision making.

The new climate and energy transition department would be owned by, and report to The Executive Office to raise the profile of energy and climate issues and provide cross-party leadership.

4. What are your views on the implementation of a carbon usage-tracking scheme?

Please tell us your views.

We support the concept of a carbon usage-tracking scheme in principle, but reserve comment until the details of the scheme are consulted on.

It will be important that there is a requirement for any organisations that directly and indirectly contribute to greenhouse gas emissions to participate in the scheme, with an enforcement mechanism contained in the Bill to tackle non-compliance.

Question 10: Transboundary Considerations

1. What are your views on how the Bill addresses transboundary issues in relation to Climate Change?

The problem of climate change is obviously not one that Northern Ireland can solve alone. Northern Ireland may only produce 0.04% of global greenhouse gas emissions, but domestic consumption of imported products creates carbon emissions in other countries.

Adopting a transboundary view of climate contribution and risk, which explicitly recognises the interconnections between people, ecosystems, and economies in a globalised world, changes the scope and nature of the climate challenge, and creates opportunities to reinvigorate national and international cooperation on climate change.

The UNFCCC remains a critical space for coordinating global action on climate change, to ensure that the efforts of this region are connected to something bigger. It is vital that Northern Ireland engages in global negotiations on climate change, which have a key role to play in adopting and implementing a transboundary framing of climate risk.

Close working with the rest of the United Kingdom will be important for understanding progress on climate change mitigation and adaptation domestically, as well as for highlighting gaps, or framing and steering the conversation in new directions.

Northern Ireland emits an above average amount of greenhouse gases for its size and population. According to the figures from DAERA, NI per capita emissions are 10.77 tonnes CO₂ equivalent, 40% higher than the UK average which is 7.7 tonnes CO₂ equivalent. Northern Ireland must contribute its fair share the UK decarbonisation effort. The only way to ensure the UK reaches net zero is if all four administrations individually reach net zero in a similar timeframe, otherwise negative emissions will be required elsewhere which may not be possible or acceptable. It is therefore vital that the four nations work collectively to reach net zero and that legislation and policy is strategically aligned wherever possible.

Additionally, due to our shared land border with the Republic of Ireland, special consideration must be given to fiscal, economic, and social circumstances that are unique to Northern Ireland, current North/South governance arrangements, and the Integrated Single Electricity Market.

Climate policy alignment and sharing of data and information can be achieved through the establishment of a new independent body on energy and climate change, who would work closely with the UK Committee on Climate Change and Climate Change Advisory Council in the Republic of Ireland to ensure a joint up approach to climate policy and delivery in the region.

In summary, we believe the Bill does address transboundary issues in relation to Climate Change but could go further in terms of the scope and functions of the Climate Commissioner and who they work with, as outlined in our response to Question 5.

2. Do you think that there should be a transboundary approach to Climate Change?

Yes ☒

No ☐

Unsure ☐

Question 11: Rural Impact Assessment

1. Do you think it is important to assess the impact on rural communities of the proposals provided for in the Bill?

Yes ☒

No ☐

Unsure ☐

2. What do you think is the best way to consider the potential rural impacts?

The climate transition is not going to be straightforward. The Bill is proposing radical cuts in greenhouse gas emissions which will have both consequences and opportunities for our economy and society, and there are always going to be conflicts of interest.

For instance, there is a debate currently taking place within the farming community, with many farmers and rural communities concerned the legislation will impact on their industry and livelihoods. As such, a detailed rural needs impact assessment will have to be carried on the proposed Bill, under the Rural Needs Act (NI) 2016, to identify the social and economic needs of people in rural areas.

Considering the Social and Economic Needs of Persons in Rural Areas identified in the assessment, adequate financial and social support may be required to mitigate any unintended negative consequences brought about by the introduction of the legislation. This could be means tested or weighted, whereby the level of support is proportionate to the impact of regulations introduced.

Northern Ireland could consider the introduction of a Just Transition Commissioner to ensure that climate regulations and programmes are fair, equitable and do not negatively affect rural communities or other marginal groups. It could be linked to the Climate Commissioner role or an equivalent oversight body.

Question 12: Additional Information

1. Are there any other measures not included in the Bill that you think should be included?

See previous comments under Section 9 recommending the introduction of public body climate change duties into the Bill and broadening the scope of the proposed Climate Commissioner.

2. Do you have any other comments you would like to make about the Climate Change Bill?

No additional comments.

Report to:	Active and Healthy Communities
Date of Meeting:	16 August 2021
Subject:	Consultation from DAERA – Carrier Bag Levy Consultation
Reporting Officer (Including Job Title):	Eoin Devlin Assistant Director Health and Wellbeing
Contact Officer (Including Job Title):	Sheena McEldowney Head of Sustainability

Confirm how this Report should be treated by placing an x in either: -

For decision	X	For noting only	
---------------------	----------	------------------------	--

1.0	Purpose and Background
1.1	That the Committee agree to return the attached Consultation response. The response has been returned by the required date on the proviso that it will be subject to Council Approval.
2.0	Key issues
2.1	<p>The Department of Agriculture, Environment and Rural Affairs (DAERA) has launched a public consultation on the Carrier Bag Levy in Northern Ireland and is seeking the views of retailers, sectoral trade organisations, key stakeholders and the public. The consultation provides background on the current levy and invites views on the proposed way forward.</p> <p>DAERA has responsibility for the Single Use Carrier Bags Charge Regulations (Northern Ireland) 2013 as amended by Carrier Bags Act (Northern Ireland) 2014. This legislation has proved effective in reducing the use of carrier bags across Northern Ireland by 73.2% when compared to the baseline figure of 300 million bags in 2012.</p> <p>Ongoing market scanning coupled with published DAERA validated statistics, clearly show a significant increase in the purchase of thicker heavier carrier bags, the level of which suggests that these are now the new 'throw away' bag which are not being reused as originally intended. Carrier bags need to be reused in order to reduce their environmental impact.</p> <p>DAERA has taken the decision to consult on changes to The Single Use Carrier Bags Charge Regulations (Northern Ireland) 2013 in order to build and enhance the existing legislation and to continue with their programme of continuous improvement within our local environment. They are determined to build on the excellent work by members of the public in already delivering some reductions in the use of carrier bags across Northern Ireland. However, more must be done in promoting and encouraging the reuse of all carrier bags, to remind everyone to 'bring their own bag', thus improving sustainability and saving our natural resources.</p>

3.0	Recommendations
3.1	That the Committee agree to return the attached Consultation response. The response has been returned by the required date on the proviso that it will be subject to Council Approval.
4.0	Resource implications
4.1	None.
5.0	Due regard to equality of opportunity and regard to good relations (complete the relevant sections)
5.1	<p><i>General proposal with no clearly defined impact upon, or connection to, specific equality and good relations outcomes</i></p> <p>It is not anticipated the proposal will have an adverse impact upon equality of opportunity or good relations <input checked="" type="checkbox"/></p>
5.2	<p><i>Proposal relates to the introduction of a strategy, policy initiative or practice and / or sensitive or contentious decision</i></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>The policy (strategy, policy initiative or practice and / or decision) has been equality screened <input type="checkbox"/></p> <p>The policy (strategy, policy initiative or practice and / or decision) will be subject to equality screening prior to implementation <input type="checkbox"/></p>
5.3	<p><i>Proposal initiating consultation</i></p> <p>Consultation will seek the views of those directly affected by the proposal, address barriers for particular Section 75 equality categories to participate and allow adequate time for groups to consult amongst themselves <input type="checkbox"/></p> <p>Consultation period will be 12 weeks <input type="checkbox"/></p> <p>Consultation period will be less than 12 weeks (rationale to be provided) <input type="checkbox"/></p> <p><i>Rationale:</i></p>

6.0	Due regard to Rural Needs (please tick all that apply)
6.1	<p>Proposal relates to developing, adopting, implementing or revising a policy / strategy / plan / designing and/or delivering a public service</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If yes, please complete the following:</p> <p>Rural Needs Impact Assessment completed <input type="checkbox"/></p>
7.0	Appendices
	Appendix I: NMDDC Consultation Response Carrier Bag Levy
8.0	Background Documents
	https://consultations.nidirect.gov.uk/daera/carrier-bag-levy-ni-consultation/

Response ID ANON-J6ZF-TAYH-P

Submitted to Carrier Bag Levy NI Consultation

Submitted on 2021-07-20 11:41:25

198

Consultation Questions

1 Which of the following best describes yourself or your organisation for this consultation?

Public Body

2 What age bracket are you in?

41 - 50

3 Do you agree or disagree that the carrier bag levy in Northern Ireland has been successful in reducing the number of carrier bags in circulation?

Agree

4 Since the levy was introduced in 2013, have you become more aware of the environmental benefits of reducing the use of carrier bags?

Yes

5 What do you think has been the main benefit of the Carrier Bag Levy so far to the Northern Ireland environment?

Less waste and litter

Please comment here:

Educating citizen's on new ways of shopping has been a co-benefit, alongside waste reduction benefits.

6 How often do you take a bag with you when you go shopping?

All the time

7 Does the current levy charge of 5 pence discourage you from purchasing a bag?

Yes

8 If the Levy is increased to more than 5 pence would it encourage you to bring your own bag?

Yes

9 Do you agree or disagree that increasing the levy to more than 5 pence will result in you purchasing fewer bags?

Agree

10 Do you agree or disagree that the Regulations should be simplified to exempt fewer bags?

Agree

11 Do you agree or disagree that the regulations should be simplified by introducing an exemption for bag A, which would replace the current exemption for bag B and bag C as defined below:

Bag A – Any material, max dimensions 125mm x 155mm, gusset 50mm, no handle

Bag B – plastic, no gusset or handle, max dimensions 125mm x 125mm

Bag C – paper, no handle, max dimensions 80mm (wide) x 50mm (gusset width) x 155mm (height)

Agree

12 Do you support the proposal to remove the exemption for bags made wholly from paper, dimensions of 175mm x 260mm, with no gusset and no handle?

Yes

13 Do you support the proposal to remove the existing exemption for carrier bags supplied within restricted areas at airports (with the exception of items sealed inside a security bag when you buy them with the receipt for the items in the security bag and visible) and also all bags on ships trains, aircraft, coaches or buses?

Yes

14. Do you agree or disagree that the levy should be applicable to all carrier bags regardless of price?

Strongly agree

199

15. Do you agree or disagree that all proceeds generated from the levy should be used towards supporting environmental projects in Northern Ireland?

Strongly agree

16. Is there anything else you would like to tell us relating to the proposals set out in this consultation?

Please comment here: