

APPENDIX 1

Dated this _____ day of _____ 2007

710-948-1.CC

BELFAST CITY COUNCIL

and

DEPARTMENT FOR SOCIAL DEVELOPMENT

MEMORANDUM OF AGREEMENT

The Management of Lagan-side Public Assets

Ciaran Quigley
Director of Legal Services
City Hall
BELFAST
BT1 5GS

ARTICLES OF AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING made this day of 2007
between:-

BELFAST CITY COUNCIL ('the Council') of City Hall, Belfast BT1 5GS ("the Council") of the one part and **DEPARTMENT FOR SOCIAL DEVELOPMENT** of? ("the Department") of the other part.

WHEREAS:-

1. The Laganside Corporation was established by the Laganside Development (NI) Order 1989 in order to oversee the social and economic regeneration of an initial 140 hectare area of inner city land, straddling both the banks of the River Lagan. The boundary was extended to 200 hectares to include the Cathedral Quarter of Belfast.
2. The Laganside Corporation was dissolved by the Laganside Corporation Dissolution Order (NI) 2006 and under the said order its assets were transferred to the Department.
3. The Department and the Council have agreed that the Council shall manage the public assets of Laganside ("the Public Assets") as set out in the First Schedule hereto.

NOW IT IS HEREBY AGREED as follows:-

Management of Assets

1. In consideration of the Management Fee the Council agrees to act as the Department's agents in managing the Public Assets for the term of one year from the xx day of yyyy ('the Term') subject to the terms and conditions of this Agreement.

Management Fee

2. The Department shall pay the Council a fee in consideration of the Council managing the Public Assets. The fee shall be calculated on a formula to be agreed by the Council and the Department and shall be paid quarterly in arrears ('the Management Fee'). For the avoidance of doubt the parties hereto agree that the Department shall reimburse the Council for all expenses incurred by the Council as a result of it entering into this Agreement.

Service Level Agreements and Division of Assets

3. The Public Assets shall be divided into five main areas of assets as below:-
- (a) The River Lagan to include the Lagan Weir, also to include the operation of the river itself and looking after navigational issues etc.
 - (b) The management and maintenance of public realm and public art.
 - (c) The management and maintenance of workspace buildings.
 - (d) The management of the Lagan Lookout and Visitor Centre.
 - (e) Managing grants for community based organisations.

The Council and the Department shall enter into Service Level Agreements in respect of each of the five areas of assets to govern the management of assets which fall within the those areas. Each Service Level Agreement shall have a Schedule detailing the assets to which it refers. If the Council and the Department so wish they shall also have the option to enter into specific Service Level Agreements in respect of any one asset.

The terms of the Service Level Agreements shall be agreed between the Council and the Department.

Resources

4. Each Service Level Agreement shall detail the resources which it is anticipated that each of the parties shall provide towards same. Each Service Level Agreement shall also deal with any secondment of staff which is necessary in relation to the category of assets with which it deals.

Maintenance Works

5. The parties hereto agree that maintenance works in relation to the public assets shall be in accordance with specifications to be agreed between the Council and the Department. Each specification shall set out the works which the Department would expect the Council to carry out in respect of the class of assets to which it relates, and shall further detail the fees to be paid in respect of same.

Contracts

6. The Council and the Department shall agree terms on how the existing contracts of the Department in relation to the Public Assets are to be managed, novated or assigned. The parties shall also reach agreement on the procurement of new contracts.

Steering Group

7. The parties shall establish a Steering Group to oversee the implementation of this Agreement. The Steering Group shall be responsible for preparing the SLA in respect of each category of assets, shall be further responsible for preparing and agreeing the specifications referred to above, and shall be responsible for any other matters for which responsibility to it is devolved.

Insurance

8. The Department shall be responsible all proper insurance costs such as those to be paid by a responsible landlord (including, for the avoidance of doubt, public liability insurance) in respect of the public assets. The parties shall negotiate and reach an agreement in respect of any other necessary insurances.

Condition Report

9. The Department shall prepare a Condition Report in respect of all the assets and provide same to the Council at least 6 weeks prior to the execution of this Agreement.

End of Term

10. At the expiration of the Term the Council's responsibilities and duties under this Agreement in respect of the Public Assets shall absolutely cease and the Council shall have no further responsibilities or liabilities in respect of same.

This memorandum is not intended to create legal relations nor is it intended to be enforceable in any tribunal or court of law.

IN WITNESS whereof this Agreement has been executed by the parties in the manner hereinafter appearing.

