

Dated this _____ day of _____ 2007

710-950-1-CC

- BELFAST CITY COUNCIL (1)**
- CARRICKFERGUS BOROUGH COUNCIL (2)**
- CASTLEREAGH BOROUGH COUNCIL (3)**
- LISBURN CITY COUNCIL (4)**
- NEWTOWNABBIEY BOROUGH COUNCIL (5)**
- NORTH DOWN BOROUGH COUNCIL (6)**

DRAFT

SERVICE LEVEL AGREEMENT

**CIARAN QUIGLEY
DIRECTOR OF LEGAL SERVICES
ADELAIDE EXCHANGE
24-26 ADELAIDE STREET
BELFAST BT2 8GD**

Draft: 16/10/2007

SERVICE LEVEL AGREEMENT COMET

1. BACKGROUND

The six Councils in the Greater Belfast Metropolitan Region formed a group known as Comet in 2003 as an informal grouping of Economic Development Officers who collaborate on projects, collectively lobby on relevant policy development and share best practice.

Under the Comet umbrella, Comet Interreg Shadow Partnership was set up in 2005 and launched in 2006. It covered the six Comet Council geographical areas. This Partnership was established at the request of the Special EU Programme Body to represent the area within the Interreg cross border programme.

A Service Level Agreement was entered into between the parties to deliver support services in respect of the Comet Interreg Programme.

The Comet Interreg Partnership has recently prepared a multi-annual Interreg plan that was submitted to the Special EU Programme Body ('SEUPB') to fund cross border activity from the new Interreg IVA Programme for the period 2007-2013. Seven of the projects detailed in that multi-annual plan are going to be funded, or part funded, by Interreg IVA through SEUPB.

The parties have agreed to enter into this new Service Level Agreement to replace the previous Service Level Agreement to outline their responsibilities to each other in respect of the Comet Interreg IVA Programme.

2. AGREEMENT FOR ESTABLISHMENT OF INTERREG PROGRAMME BOARD AND APPOINTMENT OF LEAD PARTY

The Parties hereby separately aver that they have full legal power and authority to enter into this Agreement.

The Parties shall establish a Board for the purposes of implementing the Comet Partnership Programme document attached hereto (Multi Annual Plan 2007-2013) for the Comet Region that was submitted to SEUPB for Interreg funding.

The Board shall have 12 members, made up of 2 elected members from each Local Authority.

The Board shall meet every two months, unless it decides otherwise.

The purposes of the Board shall be to:

- monitor and manage current Interreg IV projects;
- review and evaluate any future plans submitted to it;
- take decisions on behalf of Comet; and
- promote Interreg IV and the opportunities it presents.

Belfast City Council shall act as Lead Party for the purpose of providing secretarial, administrative and other (non-technical) support services to the Board.

Belfast City Council in its role as Secretariat will receive all letters of offer and be responsible for management of all funds allocated including financial monitoring, audit and human resources process.

Belfast City Council will be responsible for recruiting any Officers to be employed, and shall be responsible for the employment of the Officers.

Whilst Belfast City Council shall be responsible for management of all funds allocated, each individual Council shall fund its own claims. Belfast City Council may pay these claims on behalf of other Councils, but if it does so, the Council concerned shall be liable to reimburse Belfast City Council in full for any monies so paid out by the Council.

Belfast City Council shall have the power to enter into any legal contracts necessary on behalf of the Board, full authority on behalf of the parties, but subject to ratification of the Board.

3. COSTS

In consideration of Belfast City Council agreeing to act on behalf of the Parties as set out herein, the Parties to this Agreement have agreed to contribute to any costs incurred that cannot be recovered from Interreg.

4. MEETINGS

A quorum of 5 representatives should be present at the Board meetings in order to conduct the business of the meeting. Where a decision of the Board is necessary, it shall be subject to a vote. The majority required to carry any resolution or proposal shall be 66% of those present at the Board meeting entitled to vote.

5. INDEMNITY

Each of the Parties agrees to indemnify and keep indemnified the other Parties and each of them from and against all losses, actions, proceedings, claims, demands and expenses suffered by the other Parties or any of them as a result directly or indirectly of any unlawful act by the Indemnifying Party in connection with this Agreement.

6. DISPUTE RESOLUTION

- 6.1 In the event of any disagreement between the Parties the matter may be referred by any of the Parties to a suitable independent person to be agreed by the parties for determination.

7. ARBITRATION

- 7.1 Any dispute or differences which shall arise between the Parties to this Agreement in relation to the respective rights, duties and obligations of the Parties under or as to any other matter arising out of or connected with the subject matter of this Agreement shall, if any of the Parties so require at any time by notice served on the other Parties (“the Arbitration Notice”), be referred for the decision of an Arbitrator (“the Arbitrator”) and the Arbitration shall be conducted in accordance with the Arbitration Act 1996 (and any statutory extension and modification thereof).

7.2 The Arbitrator shall be appointed by agreement between the Parties or, if within ten working days after the service of the Arbitration Notice, the Parties have been unable to agree, then on the application of any of the parties an Arbitrator shall be nominated by the Chief Executive for the time being of the Northern Ireland Local Government Association.

8. RELATIONSHIP OF PARTIES

For the avoidance of doubt this Agreement shall not be construed as a Partnership Agreement within the meaning of Section 1 of the Partnership Act 1890 nor is there any intention on the part of the Parties to form a Partnership.

9. LAW

This Agreement shall be construed and applied in accordance with the Laws of Northern Ireland and the Courts of Northern Ireland shall have exclusive jurisdiction thereto.

IN WITNESS whereof this Agreement has been executed by Belfast City Council, in the manner hereinafter appearing, and the Chief Executives of Carrickfergus Borough Council and Castlereagh Borough Council, Lisburn Borough Council, Newtownabbey Borough Council and North Down Borough Council have attested this Agreement on behalf of their Councils by subscribing their signatures hereto in the manner hereinafter appearing.

BELFAST CITY COUNCIL

DIRECTOR

FOR CARRICKFERGUS BOROUGH COUNCIL

CHIEF EXECUTIVE

FOR CASTLEREAGH BOROUGH COUNCIL

CHIEF EXECUTIVE

FOR LISBURN BOROUGH COUNCIL

CHIEF EXECUTIVE

FOR NEWTOWNABBEY BOROUGH
COUNCIL

CHIEF EXECUTIVE

FOR NORTH DOWN BOROUGH COUNCIL

CHIEF EXECUTIVE