

Appendix 1: DRAFT AGENCY FRAMEWORK AGREEMENT

THIS AGREEMENT is made the day of 2015

BETWEEN:-

- (1) **DEPARTMENT FOR SOCIAL DEVELOPMENT** of Belfast Regeneration Directorate, 4th Floor, Oxford House, 49-55 Chichester Street, Belfast BT1 4HH ("**Department**");
- (2) **BELFAST CITY COUNCIL** of City Hall, Donegall Square, Belfast, BT1 5GS (the "**Council**") collectively the "Parties" and individually a "Party".

WHEREAS

1. Under Local Government Reform in Northern Ireland certain functions exercised by The Department will be transferred to the Council under the Regeneration (NI) Order ('the Order'), which it is presently anticipated shall come into effect on 1st April 2016
2. The Parties have agreed that there are mutual benefits to the Council undertaking some of these functions on behalf of the Department in advance of commencement of the Order, and the purpose of this Agreement is to give effect to this agreement

APPOINTMENT

3. The Department hereby appoints the Council as its agent under S104 of the Local Government Act (NI) 1972 to undertake those functions currently exercised by the Department as set out in the Schedule to this Agreement. The parties shall enter into an SLA in respect of each transferred function, setting out in detail the requirements and roles and responsibilities of each of the parties in respect of that function.

DUE DILIGENCE

4. Where the parties agree that a specific function is to be undertaken by to the Council, the Council shall be afforded a period of (X) months to carry out whatever due diligence it deems appropriate on the function to be transferred, and shall provide the Department with details of all documentation it deems reasonably necessary to enable it to make an informed decision on whether it has the necessary capacity to carry out the function , and if, in the reasonable opinion of the Council, it does not have the necessary capacity, the Council shall be entitled to decline the undertaking of that function.

DOCUMENTATION, CONTRACTS ETC

5. The Department will provide the Council with all information, deeds and documents required by the Council to enable the Council to undertake any of the functions on its behalf, and shall ensure that any Contracts or Agreements required by the Council to enable it to undertake the functions are novated to the Council

DURATION

6. This Agreement will come into effect on the date that it is signed by authorised representatives by both of the Parties (the 'Commencement Date') and will continue until the earlier of:-

6.1.1 the termination of the Agreement pursuant to its terms

6.1.2 the commencement of the Regeneration (NI) Order;

- 6.2 Should statutory responsibility for any of the functions listed in the Schedule to this Agreement be transferred to the Council in advance of the commencement of the Regeneration (NI) Order, then this Agreement will terminate in respect of that function only.

ROLES AND RESPONSIBILITIES

7 The Parties have agreed that until the Termination Date:-

7.1.1 That the Parties shall establish a Board ('the Project Board') to oversee this Agreement that will meet monthly, and that each will nominate 3 named representatives to the Project Board, and shall provide such further support or chair such meetings as may be required throughout the period of this Agreement

7.1.2 that the objectives in respect of each transferred function shall be set out in the SLA in respect of that particular function

7.1.3 that the Council shall provide the Department with such reports as are agreed to measure progress towards setting out the objectives in each SLA

FINANCIAL ARRANGEMENTS

8. The parties shall agree the funding to be provided by the Department to the Council in respect of each of the transferred functions, and these shall be set out in each SLA

ACCOUNTABILITY AND RESOURCES

9. Each party accepts that it is responsible for their respective individual roles and each undertakes to the other to ensure that the appropriate controls and resources are in place in order to ensure that the desired Outputs in each SLA are achieved.

STAFF

10. The Parties agree...(I will need instructions on whether it is intended that there will be any transfer of staff etc)

REVIEW AND TERMINATION

11. The operation of this Agreement and the progress made against the SLAs will be reviewed by the Project Board at the expiration of two months from the Commencement Date and if either Party feels that there is insufficient progress being made in meeting the Objectives set out in this Agreement or in one of the SLAs, then that Party shall be at liberty to serve Notice on the other Party setting out the matters in respect of which that Party has failed to meet its obligations in this Agreement or the SLA.

11.1 If the party that receives the Notice fails to rectify the matters set out in the Notice within a period of (x) months, then the other Party shall be at liberty to terminate the Agreement on 2 months written notice..

12. If this Agreement is terminated (for whatever reason) or if the envisaged transfer of statutory powers should not occur then each Party undertakes to execute whatever documents are necessary, and to novate such Contracts and Agreements etc as are required to allow the Department to recommence exercising the functions..

DISPUTES

13. If any difference shall arise between the Parties in respect of this Agreement or the rights and liabilities of the parties thereto, the same shall be referred to Mediation by a mediator mutually agreed between the parties

LAW

14. This Agreement shall be governed by and interpreted in all respects in accordance with the Law of Northern Ireland and the parties hereto hereby submit to the jurisdiction of the courts of Northern Ireland

SIGNED for and on behalf of)
the Council by)
an authorised signatory:-)
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SIGNED for and on behalf of)
The Department for Social Development)
By an authorised signatory:-)
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