

Service Level Agreement

Between

Waterford Local Community Development Committee (Local Action Group)
&
Waterford City & County Council (Financial Partner)
&
Waterford Leader Partnership Company Ltd (Implementing Partner)
("the Parties")

This Service Level Agreement (SLA) between the parties covers the following:

1. Definitions
2. General Programme details
3. Partnership approach
4. Role of the Partners
5. Evaluation Structures
6. Funding, Payment Procedures and Audit
7. Reporting and Monitoring
8. Appeals
9. Review
10. Insurance, Health and Safety
11. Disputes
12. The Service Level Agreement and the Operating Rules
13. Termination
14. No Partnership or Agency

1. Definitions

"The Agreement" means the Contract signed between the Minister for Arts, Heritage & the Gaeltacht, the LAG, IP and FP on July 8th 2016 for the delivery of the Leader element of Ireland's Rural Development Programme 2014 – 2020;

"The Department" means the Department of Arts, Heritage & Regional, Rural and Gaeltacht Affairs

Implementing Partner ("IP") means the body or bodies identified in the Local Development Strategy which will deliver the majority of Project and Animation related actions associated with the implementation of the Local Development Strategy;

The Local Action Group ("LAG") means the local action group which designs and implements the Local Development Strategy;

Local Development Strategy ("LDS") means the Strategy developed by the LAG in accordance with Article 33 of EU Regulation 1303/2013 and as set out in Annex to Agreement;

Financial Partner ("FP") means the local authority identified in the Local Development Strategy which is responsible for the administrative and financial operations of the Group;

"The Programme" means Measure 19 (Support for Leader Local development) of Ireland's Rural Development Programme 2014 – 2020;

The Programme Operating Rules ("PORs") means the rules set down by the Minister under which the LAG must implement the Programme and which are updated from time to time by circular from the Minister.

Independent Evaluation Committee ("IEC") means the independent evaluation committee established by the LAG to assess and evaluate all applications for Programme funding. The Evaluation Committee will be solely responsible for making recommendations for funding, or otherwise, to the LAG.

"Procedures Manual" means the comprehensive procedures manual that must be maintained by the LAG for the management of Programme funding and activity.

2. General Programme Details

- 2.1 The name of the Programme is the LEADER element of the Ireland's Rural Development Programme 2014 – 2020 ("the Programme").
- 2.2 This Service level Agreement ("SLA") is put in place to deliver on the County Waterford's Local Development Strategy ("LDS") which is an appendix to the Agreement which incorporates the local implementation of the Programme. The Programme aims to improve the quality of life in rural areas and to encourage diversification of economic activity in rural areas. It seeks to bring about positive change helping to support and sustain rural areas for improvement through supporting enterprise development/job creation, rural environment, and promotion of social inclusion, poverty reduction and economic development.
- 2.3 This SLA will run for the duration of the Programme period, including any interim period and any extended period that might be sanctioned, subject to continued compliance with Programme requirements. The allocation for County Waterford for the period of the programme is € 7, 552,796.18.

3. Partnership Approach

This SLA sets out the basis for an LCDC-led LAG under the Programme. The SLA sets out a framework for a public-private partnership approach to the delivery of the Programme by the Partners to the Agreement. It complies with EU regulatory requirements on LAG make-up and Local Development Strategy (LDS) implementation.

3.1 Principles of Partnership Approach

The proposed arrangements will operate on the following basis –

The LAG will discharge its role under the SLA with the IP for the duration of the Programme period up to 31 December 2020, and any extended period that might be sanctioned by the Minister, subject to continued compliance with the requirements of the FP and as per the Agreement. The role of the IP will include all project implementation elements.

3.2 Programme Operating Rules

The Programme will be implemented in accordance with the Programme Operating Rules ("PORs"), the purpose of which is to provide a framework for the consistent implementation of the Programme. The PORs apply to the implementation of each LAG's Local Development Strategy (LDS), Action Plan and the Financial Plan and supplement the terms and conditions of the contract between the LAG and the Department of Regional Development, Rural Affairs, Arts and the Gaeltacht ("Department"). All parties involved in the delivery of the Programme must familiarise themselves with the relevant regulations and PORs and keep abreast of changes and updates that occur from time to time. All PORs and Regulatory Requirements must be applied in each case i.e. they are not mutually exclusive and there must be compliance with all requirements.

4. Role of the Partners

The LAG has entered the Agreement with the Department, the IP and FP for the delivery of the Programme. The following sections outline the roles of each partner.

4.1 Role of the Local Action Group (LAG)

The LAG will have ultimate responsibility for the oversight and delivery of the Programme and its role will include the following:

- a) agree the overall strategic direction and the LDS priorities;
- b) outline roles and responsibilities of LAG partners in the implementation of the LDS i.e. the FP and IP roles;
- c) delegate to the IP the implementation role through this SLA;
- d) delegate to the FP the financial role including responsibility for implementation of Article 48 checks (where delegated), payment of funds and indemnification of the LAG through this Agreement);
- e) ensure compliance with the relevant regulations for the implementation of the Programme, Action Plan and the Financial Plan together with the PORs and Regulatory Guidance which may be issued from time to time;
- f) approve parameters for calls for proposals in accordance with the priorities and objectives set out in the LDS, Action Plan and the Financial Plan and the PORs;
- g) give ultimate approval for project applications in accordance with Art. 34 (3) (f) of Regulation 1303/2013
- h) oversee the performance of the IP and FP, as per the Agreement and in accordance with obligations of the PORs and Regulatory requirements issued from time to time;
- i) monitor and review on an ongoing basis, progress under the LDS, Action Plan and the Financial Plan and agree corrective action where required. This includes approval and submission to Dept by end of February of each year, of Annual Report prepared by the IP in advance of February LAG Meeting annually;
- j) approve and agree the mechanism for the establishment of the Independent Evaluation Committee (IEC) including arranging of and accommodating of IEC meetings based on an annually set out schedule of meetings;
- k) ultimately determine and approve, defer or refuse all decisions on projects; this will include recording and maintaining proper written records of such decisions as set out in EU Regulations, National legislation, PORs and Circulars. This includes detailed board minutes outlining the members present when making each decision and the rationale for the selection or rejection of applications, together with a consideration of issues such as deadweight, displacement and the reasonableness of the costs;

- l) Participate, as appropriate, in networking arrangements for the exchange of information and experience to be introduced by the EU or the Managing Authority as part of the Programme;
- m) In compliance with the provisions of Annex VIII Commission Implementing Regulation (EC) No. 808/2014, ensure that the support of the Minister and the EU for the implementation of the LDS is included in all public announcements and advertising and that a similar undertaking is provided by final beneficiaries.

4.2 Role of Implementing Partner (IP)

Within the arrangements agreed by the LAG, the IP will work with other partners to implement the LDS, the Action Plan and the Financial Plan. The priorities of the Waterford LDS are:

Themes	Economic Development	Social Inclusion	Rural Environment
Action Budget %	77%	17%	6%
Sub-Theme	Rural Tourism	Basic Services	Protection and Sustainable Use of Water Resources
	Activity tourism, and sports tourism product development, blueways and maritime activities, and possible charter boating/sailing inter-territorial action. Cultural and heritage tourism product development. Eco tourism product development. RV Parks, glamping and community hostels in remote areas. Training through WWETB/Fáilte Ireland B&B's and self-catering is not been recommended due to potential displacement of existing B&B providers. Festivals to be supported by Waterford City & County Council mainstream funding. Marketing - Fáilte Ireland/WC&CC.	Targeted at hard to reach Communities Through open call process; invite 6 listed villages to submit bids for support, with 4 potential benefactors. Tender Process - Governance training for established voluntary groups. Tender Process – Training to develop a Social Enterprise Network. Tender Process - Training for communities to support group development and renewal.	Tender Process – Environmental awareness training to communities located in the Blackwater/Bride catchment area. 1 Exemplar project similar to Fenor Bog.
Themes	Economic Development	Social Inclusion	Rural Environment
Action Budget %	77%	17%	6%
Sub-Theme	Enterprise Development	Youth	Protection and Improvement of Local Biodiversity

	<i>Up to 50 Employees-SME's</i> Assist and invest development of ICT, high-end light engineering, micro pharma and traded services – businesses based in rural villages. Assist development of rural food enterprises. Investment in digital and new media. <i>RDP will not provide soft supports to Micro SME's; this will be the remit of Waterford LEO.</i>	Placement and <i>Intern Linkage Programme</i> for young rural job seekers with local enterprises. Tender Process – Training for young rural dwellers of 16-24 years of age to underpin Linkage Programme. Establish a pilot <i>Care Farming</i> initiative. <i>WWETB to support training initiatives for young LTU's.</i> <i>WAP-SICAP to support training for Young LTU's.</i> <i>WIT to drive 3rd level access.</i>	Tender Process – Training initiative for local communities on the containment of noxious plants such as Himalayan Balsam.
Sub-Theme	Rural Towns		Development of Renewable Energy
	Through open call process assist in redevelopment of industrial heritage buildings into modern enterprise space. Through open call process, assist in a limited number of rural enterprise space developments. Through open call process assist the development of economic zones linked to Blueways and Greenway. This action will link to a REDZ application. Tender process - training support to village groups on creating a local enterprise culture. Tender process - training support to village groups in strategy development and village plans. Tender process - training for communities to support group development and renewal. <i>WC&CC have a number of economic incentive schemes targeted at attracting new businesses to town centres.</i>		Two Hydro Projects

Sub-Theme	Broadband		
	Support DCENR policy. Work with V-Star on Lismore and Ring pilot initiatives. Continue with <i>Connected Communities</i> project. <i>LEADER/RDP will not be investing capital funds into broadband provision</i>		

4.2.1 In line with EU regulatory requirements, while the LAG will have ultimate responsibility for the implementation of the LDS and decisions on the funding of actions under the LDS, the IP will operationalise the strategy on behalf of the LAG through this SLA. The IP will be fully accountable to the LAG in this regard and this will include as a minimum the carrying out of activities to comply with the following:

- Uploading of LDS Monitoring data (e.g. sub-themes, local objectives and performance indicators) on the Programme ICT System and capturing of ongoing project monitoring information;
- Article 49 Prepayment Checks by the Department;
- Article 51 Post Payment Checks by the Department;
- EU Audits;
- IT System;
- Performance Indicators;
- General information requirements;
- Freedom of Information Requests; and
- Returns to the Department for funds drawdown and Annual Performance Reports.

4.2.2 The IP will deliver the project and animation related actions associated with the implementation of the LDS. This role will include, but will not be limited to –

- (a) Opening and maintaining a separate bank account or job code into which all contributions or advances of Public Funds shall be paid;
- (b) developing and issuing calls for proposals as approved by the LAG;
 - ensuring that calls for applications are widely publicised;
 - ensuring potential project promoters are provided with the opportunity to develop the necessary skills to deliver projects through training and capacity building, and
- (c) managing calls for proposals processes;
- (d) managing open-call and targeted project application processes;
- (e) implementing, managing and coordinating animation activity in the LAG area;
- (f) developing funding proposals with project promoters;
- (g) receiving project applications and ensuring that they are considered and processed on a timely basis including all EOIs which must be recorded on the Programme ICT System and submitted to the LAG for decision irrespective of IEC recommendation;

- (h) preparing and collating documentation for Article 48 checks¹ to the satisfaction of the FP;
- (i) submitting files for Article 48 checks including uploading of relevant information on Programme ICT System for remote verification;
- (j) project development, management and monitoring work with project promoters,
- (k) developing and implementing LDC-led projects;
- (l) providing administrative support to the IEC including circulation of project details for review and recording of Minutes at Meetings.
- (m) submission and presentation of EOIs and projects to the IEC. The format of presentation of projects to be agreed with the LAG and to include details of all projects submitted in respect of that category or call, including those ineligible or pending and why. The IEC in turn shall submit its report and recommendation in respect of each application directly to the LAG reflecting its independence. The Board of Waterford Leader Partnership Company Ltd may submit observations to the LAG on the project applications and on the IEC's project recommendations, prior to the LAG decision. A Procedures Manual may be prepared locally to guide on the submission and presentation of EOIs and projects.
- (n) preparing contracts with project promoters on behalf of the LAG (This role is limited to verifying that relevant procedures and regulatory requirements have been met by the IP and the LAG; there is no scope in this role for overturning a funding decision by the LAG). This will also include preparation of notification of LAG decisions to all EOIs. It will include informing project promoters of their obligations in terms of acknowledgement and publicity of the Programme as well as the right of the LAG to recover funding that is not in compliance with the Programme, Regulations and PORs and the requirement for the investment to persist for a minimum of five years;
- (o) issuing contracts to the project promoters on behalf of the LAG, once FP approval is given on foot of concluded Article 48 Administrative Checks. This contract shall issue to the project promoters with a cover letter carrying the logos of the LAG, the FP and IP.
- (p) quarterly reporting of activity to LAG (within one month of end of quarter), including the use of the approved on line and computer reporting system;
- (q) monthly reporting of administration and animation expenditure with appropriate back-up documentation to the satisfaction of the FP and only expenditure directly related to those activities which are being funded under the Programme as part of the LDS, within 5 working days of the end of the month. No entertainment or hospitality costs associated with implementing the LDS shall be borne on Public Funds provided under the Agreement. The IP should notify the LAG immediately of any material changes that impacts on the delivery of the Programme or the sound financial management of Public Funds;
- (r) general file management, audit compliance and administration related to the above actions. This will include verifying that all consents, permissions, licenses etc., including planning permission, consent to entry on, or interference with land, other property or the right of any person or persons which form part of an application are in order prior to submission to the IEC.
- (s) participate, as appropriate, in networking arrangements for the exchange of information and experience to be introduced by the EU or the Managing Authority as part of the Programme;

¹ EU Regulation 809/2014 laying down rules for the application of Regulation (EU) No 1306/2013 of the European Parliament and of the Council with regard to the integrated administration and control system, rural development measures and cross compliance.

- (t) in compliance with the provisions of Annex VIII Commission Implementing Regulation (EC) No. 808/2014, ensuring that the support of the LAG and its partners, Minister and the EU for the implementation of the LDS is included in all public announcements and advertising and that a similar undertaking is provided by final beneficiaries;
- (u) have and keep in place adequate procedures for dealing with any conflicts of interest and notify the LAG if any Conflict of Interest comes to its attention during the currency of this SLA;
- (v) have and keep in place systems to deal with prevention of fraud and/or administrative malfunction and notify the LAG immediately upon the discovery of, or the suspicion of, fraud or administrative malfunction connected with the Public Funds.

4.3 Role of the Financial Partner (FP)

The FP is a party to the Agreement. Within the arrangements agreed by the LAG, the FP shall be responsible for the overall administrative and financial management of the Group.

4.3.1 The tasks associated with this role include –

- a) Opening and maintaining separate job code into which all contributions or advances of Public Funds by the Minister to the LAG for the Programme shall be paid and all such payments shall be held in trust for the Minister until such time as they are expended by the LAG on eligible expenditure;
- b) providing advance administration and animation funding to the IP in support of the activity of the LAG;
- c) issuing of contracts prepared by the IP with LAG approval following Article 48 administrative checks²;
- d) verifying and approving project payment claims, and making payments to promoters on behalf of the LAG within the timeframe set out by the Department;
- e) collating all running cost payments into one composite return;
- f) undertaking the Administrative Checks, referred to in clause 3.10 of the Agreement, in the event and subject to, as provided in clause 3.10, legislation being enacted delegating the carrying out of the said administrative checks to the LAG;
- g) verifying and approving all expense claims;
- h) submitting claims to the Department and requesting drawdown;
- i) Supporting the LAG in their role.
- j) Participate, as appropriate, in networking arrangements for the exchange of information and experience to be introduced by the EU or the Managing Authority as part of the Programme;
- k) The FP should notify the LAG immediately of any material changes that impacts on the delivery of the Programme or the sound financial management of Public Funds;
- l) have and keep in place adequate procedures for dealing with any conflicts of interest and notify the LAG if any Conflict of Interest comes to its attention during the currency of this SLA;
- m) have and keep in place systems to deal with prevention of fraud and/or administrative malfunction and notify the LAG immediately upon the discovery of, or the suspicion of, fraud or administrative malfunction connected with the Public Funds.

The FP will underwrite/indemnify the LAG for actions taken in implementing the LDS. The FP will have a robust verification role in respect of processes around decision-making to allow it underwrite LAG activities with confidence. This will be largely facilitated through the Article 48 verification

² This role is limited to verifying that relevant procedures and regulatory requirements have been met by the implementation partner and the LAG; there is no scope in this role for overturning a funding decision by the LAG.

process. Additional verification processes can be implemented as agreed between the LAG and the FP.

5. Evaluation Structures

The IEC will be nominated by the I.P. – under clear terms of reference agreed with the Chief Officer, on behalf of the LAG – to evaluate Programme project proposals and make recommendations for funding or otherwise to the LAG. All evaluation processes will be carried out in accordance with the Programme Operating Rules and EU Regulations governing the Programme.

“In-house” LAG or IP-led projects will be subject to the same rigorous evaluation process and scrutiny as outside promoters. Segregation of duties in relation to the staff involved in the project application or delivery as well as the project evaluation or administration will be made clear by the IP to the LAG. The Evaluation process will also take cognisance of ensuring that a cohesive approach with national and local agencies, including Local Enterprise Offices, is ensured in order to achieve an integrated approach to service delivery at local level. This will include complying with any national Sectoral Agreement between the Programme and the Department of Jobs, Enterprise and Innovation, in regard to funding/delivery of enterprise projects.

5.1. Process for evaluation of projects

After examining the project the IEC will make a recommendation to the LAG as to whether the project should be grant aided or not. A detailed rationale for the recommendation will be included. If funding is recommended, the IEC will advise on the rate of aid, grant ceiling and any particular conditions attaching to the project.

The evaluation score (prepared separately by each member of the IEC and combined) and recommendation provided by the IEC for each project application cannot be revised, amended approved or rejected by any other group/body before they are submitted to the LAG for decision.

The IEC are requested to submit assessed applications to the LAG for decision within two months of the date of receipt of the application by the IEC.

5.2. Process for appointment of Independent Evaluation Committee Members

The process for appointment to the IEC and its Terms of reference will be determined and agreed by the LAG in advance of opening for applications and will be subject to overall compliance with the Programme PORs.

5.3. Criteria for evaluation/assessment of project

The criteria for evaluation/assessment of the project will be considered and agreed by the LAG in advance of the opening for applications and must reflect the objectives and actions outlined in the LDS and the requirements of the LEADER PORs.

6. Funding, Payment Procedures and Audit

- 6.1 The FP will forward a claim for payment of project funds to the Department and on receipt of payment will issue payment to the beneficiaries via electronic fund transfer. The FP will also notify the beneficiaries that the payment has been made.
- 6.2 The FP must provide advance funding for the administration and animation costs of the IP.

- 6.3 An ongoing budget profile of administration and animation funding will be provided by the IP to the LAG, on a monthly basis, demonstrating and detailing the profile of expenditure up to the end of Programme Funding. It is a responsibility of the IP to continue to demonstrate to the LAG its ability to deliver the administration and animation of the programme from within the available administration and animation funding allocation.
- 6.4 The IP will provide to the FP a specific breakdown of the component parts of the total administration and animation budget and justify any deviance from the schedule set out in the LDS to the satisfaction of the FP.
- 6.5 The IP, subject to the agreement of the LAG, will have the authority and flexibility to manage the allocated administration budgets within the programming period as it requires, due to the increased need for animation and development work at the early years of the programme and the increasing need for project management and payment processing in the later years of programme, subject to responsible management and administration of budget.
- 6.6 All submissions of claims from the IP to the FP are subject to the submission of vouched expenditure/evidences in accordance with the PORs.
- 6.7 The IP will establish a separate cost centre and bank account into which all funds related to the Programme will be lodged and from which all expenditure related to the Programme will be paid. The IP will maintain and record separately complete and accurate books of account in respect of all Programme related actions. Records of all receipts and payments and other supporting documentation in respect of the Programme shall be retained until 31st December 2027.
- 6.8 The required amount for Article 48 checks managed by the FP will be provided for within the available amount for administration and animation costs under the Programme. For the period August 2016 to end 2017, 2% of the administration budget will be allocated to the FP, position to be reviewed in Q4 2017.
- 6.9 The FP will be responsible for making payments to beneficiaries in accordance with Local Authority Accounting Code of Practice and the requirements vis-à-vis prompt payments of grants to project beneficiaries and ensuring conformity with tax clearance certificate requirements.
- 6.10 The IP will be responsible for completion of necessary documentation to allow the FP further compile and submit monthly returns to the Department through the approved online reporting system.
- 6.11 Accounts and Audit - the IP agrees to provide details of cheque signatories (where applicable) and expenditure authorisation levels to the LAG, make known the amount and source of any other funding used in the delivery of the Programme and co-operate fully with the FP, the LAG, relevant Government departments and other bodies appointed for the purpose of financial control and the carrying out of all audits, controls and checks under the Programme.

7. Monitoring and Reporting

- 7.1 The mechanism for Reporting and Monitoring of the implementation of the LDS shall be determined by the LAG.
- 7.2 A Rural Development Programme (RDP) Monitoring Sub-Committee will be established as a subgroup of the LAG to oversee the implementation of the LDS as set out in the LDS.

- 7.3 The RDP Monitoring Committee will meet approximately quarterly and prepare a report for the LAG on the implementation of the LDS which will be considered at meetings of the LAG.

8. Appeals

- 8.1 An appeals system will be put in place by the LAG to be consistent with the PORs.

9. Review

- 9.1 A Mid-Term Review of this Service Level Agreement will be undertaken by the LAG in conjunction with both the IP and FP.

10. Insurance and Health & Safety

The FP will underwrite/indemnify the LAG for actions taken in implementing the LDS. The FP will have a robust verification role in respect of processes around decision-making to allow it underwrite LAG activities with confidence. This will be largely facilitated through the Article 48 verification process. Additional verification processes can be implemented as agreed between the LAG and the FP.

- 10.1 The IP will, for the duration of this agreement effect any necessary employers' liability insurance, public liability insurance or insurance against damage or loss to equipment and facilities. A copy of the relevant insurance cover from the IP and FP shall be submitted annually to the LAG. The LAG, IP and FP will not be liable for any injury, loss or damage whatsoever or to whomsoever caused by any act, default or omission of the Programme except to the extent that any such injury loss or damage is caused or contributed to by the negligence of the individual staff of their organisation. The IP, in working with project promoters, will make them aware that a condition of grant funding will be the requirement to effect and maintain relevant insurance including employer's liability insurance, public liability insurance and insurance against all risks in respect to damage to buildings, equipment or facilities used or invested in by the Promoter in relation to this Programme and shall furnish evidence, if requested, to the LAG of policies and endorsements, together with receipts for premiums paid.
- 11.2 It is agreed that staff provided by the IP in connection with the provision of the Programme will at all times remain in the employment of and be the sole responsibility of the IP. No liability shall attach to the LAG or FP in connection with any act or omission by the staff of the IP, nor arising from any provision of employment legislation in connection with the staff and the IP hereby indemnifies and agrees to hold harmless the LAG and the FP against all claims, actions, litigation and the costs and expenses associated therewith arising therefrom.
- 11.3 It shall be the responsibility of the IP and FP to take necessary steps for securing the health, safety and welfare of their own employees. The IP will abide by the Safety, Health & Welfare at Work Act 2005 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Programme.

11. Disputes

- 11.1 All or any disputes arising between the parties hereto concerning this Agreement shall be resolved between the parties by mutual agreement, but failing which, shall be referred to

arbitration pursuant to the provisions of the Arbitration Act 1954 and 1980 and any subsequent amendments thereof or regulations made thereunder, whereby the parties shall agree the appointment of an independent arbitrator. In the event that such agreement is not possible the arbitrator shall be appointed by the President for the time being of the Law Society of Ireland. The decision of the arbitrator shall be final.

12. The Service Level Agreement and the Operating Rules

- 12.1 In the event of any conflict between the requirements of this SLA and the Operating Rules, the Operating Rules will take precedence.

13. Termination

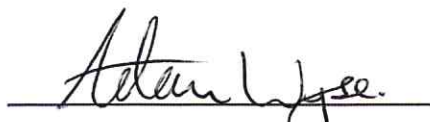
- 13.1 Subject to the Agreement, the LAG will have the right to terminate this SLA at any time without prejudice to its other rights and remedies should the IP fail in the LAG's opinion to carry out its duties under this agreement. Such cancellation will take immediate effect on receipt of a letter of cancellation from the LAG and in the event of any cancellation no claim shall be made against the FP or LAG in respect of any loss or damage arising there from. In the event of cancellation outlined in this section, all or such portion of the Public Funds, as the LAG may determine, paid or to be paid to the IP shall be reimbursed to or withheld by the LAG.
- 13.2 Subject to the Agreement, the IP has the right to terminate this SLA at any time, specifying in writing the reason for such a termination. In that event, all or such portion of the Public Funds, as the LAG may determine, paid or to be paid to the IP shall be reimbursed to or withheld by the LAG.
- 13.3 If however after three months after the proposed start date the Programme has not commenced, then this SLA shall be deemed to automatically terminate.
- 13.4. In the event that the funding from the relevant Government Department for this Programme is suspended or ceases for any reason, and no alternative funding source is in place, this SLA shall be deemed to automatically terminate.
- 13.5 The SLA shall come into effect on the date of execution hereof by the parties.

14. No Partnership or Agency

- 14.1 This SLA shall not create any partnership or joint venture between the Parties, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.
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IN WITNESS WHEREOF the parties have hereunto signed their hands and affixed their seals hereto the day and year first herein written.

Present when the Seal of the Waterford City and County Council was affixed hereto:-



DATE: 6.7.17

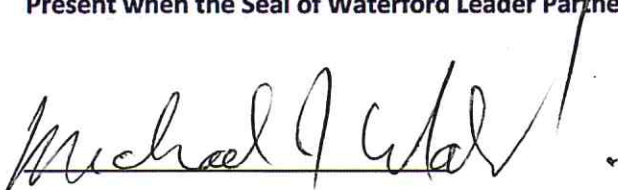
Chairperson of Waterford Local Community Development Committee
(known as the Local Action Group)



DATE: 6/7/17

Chief Officer/Director of Services

Present when the Seal of Waterford Leader Partnership Ltd was affixed hereto:-



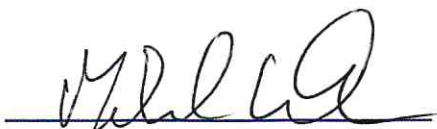
DATE: 6-7-2017

Chairperson of Waterford Leadership Partnership Ltd.
(Implementing Partner)



DATE: 06/07/2017

Chief Executive Officer of Waterford Leadership Partnership Ltd.



DATE: 6/7/2017

Chief Executive of Waterford City and County Council
(Financial Partner)

