THIS AGREEMENT made the (8th) day of July 2016

BETWEEN THE MINISTER FOR ARTS, HERITAGE, REGIONAL, RURAL & GAELTACHT AFFAIRS ("THE MINISTER") having her principal office at Kildare Street, Dublin 2 and

Waterford Local Community Development Committee ("the Group"), being a legal entity having its registered office at Waterford City and County Council, City Hall, The Mall, Waterford.

In conjunction with Waterford City and County Council ("the Lead Financial Partner") having its registered office at Waterford City and County Council, City Hall, The Mall, Waterford and Implementing Partner (s) Waterford LEADER Partnership Limited having its registered office at John Barry House, Lismore Business Park, Mayfield Road, Lismore, Co. Waterford.

WHEREAS:

A. The Minister is responsible for the management of LEADER (Liaisons entre actions de developpement de l'économie rurale) and has delegated Paying Agency functions for the LEADER elements of Ireland's Rural Development Programme 2014-2020 ("the Programme");

B The Group has submitted a Local Development Strategy for consideration for funding under the Rural Development Programme which outlines *inter alia* the area covered by the strategy, management arrangements, the Action Plan and the Financial Plan;

C The Group, including the Lead Financial Partner and Implementing Partner(s), is obliged to implement appropriate procedures and processes of financial control and management, risk management, and corporate governance in respect of all matters relating to the management of the Programme;

D The Local Development Strategy has been selected by the Independent Selection Committee ("Independent Selection Committee") under the terms of the Programme approved by the European Commission of the European Union ("the EU") for funding of its Local Development Strategy to the extent set out in the approved Financial Plan;

E Only activities in line with the objectives of the Local Development Strategy Action Plan and deemed eligible under Measure 19 (Support for LEADER local development) of the Rural Development Programme for Ireland 2014-2020 may be undertaken;

F Only activity deemed eligible in the context of the Operating Rules (available at www.ahg.gov.ie) may be undertaken;

G The Group expenditure shall be subject to checks in line with the provisions of Commission Implementing Regulation (EC) No. 809/2014;

H The Minister for Agriculture, Food and Marine is the managing authority and paying agency with responsibility for accreditation under the Programme as per Commission Implementing Regulation (EU) No. 809/2014 and Commission Delegated Regulation (EU) No. 907/20014; The Minister is administering the Programme subject to being accredited with delegated paying agency functions by the Minister for Agriculture, Food and the Marine

I The Group is obliged to adhere to the provisions of:

- Regulation (EU) No. 1305/2013 on support for rural development by the European Agriculture Fund for Rural Development;
- Commission Implementing Regulation (EC) No. 808/2014, which lays down detailed rules for the application of Regulation (EU) 1305/2013;
- Regulation (EU) No. 1303/2013 laying down common provisions for the ESI funds,;
- Regulation (EU) No. 1306/2013, on the financing of the common agricultural policy;.
- Commission Regulation (EU) No. 809/2014 laying down rules for the application of Regulation (EU) No. 1306/2013 with regard to the integrated administration and control system, rural development measures and cross compliance;
- Commission Delegated Regulation (EU) No. 907/2014 supplementing Regulation (EU) No. 1306/2013 with regard to paying agencies and other bodies, financial management, clearance of accounts, securities and use of euro;
- Commission Implementing Regulation (EU) No. 908/2014 laying down rules for the application of Regulation (EU) No. 1306/2013 with regard to paying agencies and other bodies, financial management, clearance of accounts, rules on checks, securities and transparency;
- Commission Delegated Regulation (EU) No. 640/2014 supplementing Regulation (EU) No. 1306/2013 with regard to the integrated administration and control system and conditions for the refusal of withdrawal of payments and administrative penalties applicable to direct payments, rural development support and cross compliance; and,
- All other applicable Regulations or amendments to those Regulations outlined above, as may be made from time to time.

J. To enable the Minister to deliver the funding, the Public Funds will be provided to the Group subject to the terms and conditions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

In this Agreement, the following terms shall have the following meanings:

Action Plan - a core element of the Local Development Strategy which prescribes the actions required to meet the objectives identified in the strategy;

Animation - the promotion of the Programme through publicity, and by raising awareness among local communities and individuals of the programme and the opportunities it provides for rural development in accordance with Article 35 (1) (e) of Council Regulation (EU) No.1303/2013;

Consents - all consents, permissions, approvals, authorisations, certificates, licences, permits, exemptions, filings, registrations, notarisations and other matters, official or otherwise which are required (or which would in accordance with prudent industry practice normally be obtained) in connection with this Agreement;

Financial Plan - the plan which is part of the Local Development Strategy and approved by the Department;

Fraudulent Activity - for the purposes of this agreement includes but is not limited to fraudulent activity in the context of the Criminal Justice (Theft and Fraud Offences) Act 2001, Part 2, Part 4 and Part 6 and also possible breach of Article 1 of Annex 1 of the Council Act of 26th of July 1995 drawing up the Convention on the Protection of the European Communities' Financial Interests (95/C316/03)

Group – the local action group which designs and implements the Local Development Strategy;

Implementing Partner – 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;

Lead Financial Partner – the local authority identified in the Local Development Strategy which is responsible for the administrative and financial operations of the Group;

Local Development Strategy – the strategy developed by the Group in accordance Article 33 of EU Regulation 1303/2013 and as set out in Annex A to this Agreement;

Operating Rules - are the rules set down by the Minister under which the Group must implement the Programme and which are updated from time to time by circular from the Minister;

Programme – means Measure 19 (Support for LEADER local development) of the Rural Development Programme for Ireland 2014-2020;

Project Promoter - is the beneficiary under the Programme for the for the implementation of operations/projects (not including administration and animation expenditure), i.e. Funding Recipient;

Project - means the activity or operation, which is neither the Administration nor Animation activity of the Local Action Group, approved Public Funds through the Local Development Strategy under the Programme;

Public Funds – National and EU financial contribution to the delivery of the Local Development Strategy.

Sectoral Agreement - refers to a national agreement between the Local Action Groups (LAGs) and the Local Enterprise Office (LEOs) on the delivery of enterprise support;

2. TERM

This Agreement shall commence on the date of the signing of this Agreement and shall, subject to the provisions of clause 11 [Termination], expire on 31 December 2020. This Agreement may be extended for any period up to 31 December 2023 at the Minister's discretion.

3. OBLIGATIONS OF THE GROUP

3.1 The Group agrees to implement the Local Development Strategy, the Action Plan and the Financial Plan in partnership with the Lead Financial Partner and Implementing Partner(s).

3.2 The Group agrees that the Implementing Partner shall be responsible for delivery of the LEADER programme on behalf of the Group at local level through Animation activities, managing calls for proposals, processing applications, assisting applicants with regard to procurement and other aspects of the application process, reporting on projects, developing projects and other activities as agreed by Service Level Agreement or otherwise between the Group, the Lead Financial Partner and the Implementing Partner(s).

The Group's procedures for monitoring and reviewing the performance of the Implementing Partner(s), and the procedure for the termination of the role of the Implementing Partner(s) as referred to in Section 5.2 of the LEADER Operating Rules, shall be agreed by Service Level Agreement or otherwise between the Group, Lead Financial Partner and Implementing Partner(s).

The Group undertakes not to change the Implementing Partner(s) without the prior written approval of the Minister.

3.3 The Group agrees that the Lead Financial Partner shall be responsible for the overall administrative and financial management of the Group as agreed by Service Level Agreement or otherwise between the Group, the Lead Financial Partner and the Implementing Partner(s).

a) providing advance administration and Animation funding to the Implementing Partner(s) to support the activity of the group
b) verifying and approving project payment claims, and making payments to promoters on behalf of the group within the timeframe set out by the Department;
c) collating all running cost payments into one composite return to the Department;
d) undertaking the Administrative Checks referred to in clause 3.10, in the event and subject to, as provided for in clause 3.10, legislation being enacted delegating the carrying out of the said administrative checks to the LAG;
e) verifying and approving all expense claims;
f) submitting claims to the Department and requesting drawdown of monies from the Department.

The Group's procedures for monitoring and reviewing the performance of the Lead Financial Partner shall be agreed by Service Level Agreement or otherwise between the Group, Lead Financial Partner and Implementing Partner(s).

3.4 The Group agrees to deliver the Local Development Strategy in accordance with the Operating Rules for the Programme and to comply with such changes as may be introduced in the rules from time to time.

3.5 All expenditure under the Local Development Strategy shall be completed within the term of this contract, that is on or before 31st December 2020.

3.6 The Group undertakes to ensure that the provisions of this Agreement shall apply mutatis mutandis to the activity of the Lead Financial Partner and the Implementing Partner in delivering the Local Development Strategy on behalf of the Group.

3.7 The Group undertakes not to sub-contract or delegate any of its functions or elements of the implementation of the Local Development Strategy to any other person or group other than the Partner(s) identified in the Local Development Strategy without the prior express written agreement of the Minister.

3.8 (a) Administrative checks of applications and payment claims provided for under Article 48 of Commission Implementing Regulation (EU) No. 809/2014 will be undertaken by the Minister or his agent until further advised by the Minister. Administrative checks of administration and Animation spending by the Group will be also undertaken by the Minister or his agent pursuant to Article 48 of Commission Implementing Regulation (EU) No. 809/2014. The Minister must be provided with sufficient access to documents and premises to permit any Administrative checks to be completed.

(b) Pursuant to Article 60 of Commission Implementing Regulation (EU) No. 809/2014, the Government may enact legislation enabling the Minister to delegate the carrying out of the administrative checks provided for in Article 48 of Commission Implementing Regulation (EU) No. 809/2014 to the LAG. This agreement is subject to any such legislation which may be introduced to provide for the delegation of the carrying out of these administrative checks to the LAG

(c) The Group hereby agrees to any further changes to this agreement which may be introduced at the discretion of the Minister following any legislative changes which may be introduced to provide for the delegation of these administrative checks to the LAG.

For the purposes of this clause, references to the Minister includes references to the Minister's nominee as identified by the Minister in writing to the Group

3.9 The Minister will conduct on-the-spot-checks in accordance with Article 49 and the third sub-paragraph of Article 60 (2) of Commission Implementing Regulation (EU) No. 809/2014. In addition, the Minister will conduct ex-post checks in accordance with Article 52 of Commission Implementing Regulation (EU) No. 809/2014 and other checks, as may be required, in accordance with Article 60 of that Regulation.

The Minister must be provided with sufficient access to documents and premises to permit the completion of these checks.

3.10 The Group is responsible for ensuring that:

i) projects are eligible for funding in accordance with Programme requirements,
ii) Public Funds shall only be allocated to projects that are in line with the Local Development Strategy, National and EU Regulations, and the agreed Operating Rules.

3.11 The Group undertakes not to exceed grant ceilings or offer rates of aid that would be more favourable than those offered under other EU and or National Programmes, or from other State Agencies, etc., where funding is available in respect of comparable activities from such Programmes and Agencies.

3.12 The provision of such staff, equipment and premises as are necessary for the implementation of the Local Development Strategy shall be the responsibility of the Group and its' Financial and Implementing Partners. The officers, employees and/or agents of the Group and its' Financial and Implementing Partners are not and shall not hold themselves out to be (and shall not be held out by the Group as being) employees, servants and/or agents of the Minister.

3.13 The Group shall not aid any project, or any part of a project, which is in receipt of aid from Exchequer or other EU funded sources. This does not preclude aid for projects for which public matching funding is made towards the cost of the project in accordance with the terms outlined in the Operating Rules.

3.14 The Group undertakes to comply with all provisions and requirements of the Operating Rules and other guidance or directions issued by the Minister from time to time in relation to the operation of Groups funded by the Minister, including the contribution to staff costs and other matters.

3.15 The Group undertakes to work in conjunction and liaison with State agencies, structures and local authorities in seeking to achieve its objectives, and to adopt a cohesive approach with other national and local agencies, including Local Enterprise Offices, to ensure an integrated approach to service delivery at local level.

3.16 The Group undertakes to comply with any National Sectoral Agreement between LEADER and the Local Enterprise Offices, as may be agreed between the Department and the Department of Jobs, Enterprise and Innovation, in regard to funding/delivery of enterprise projects.

3.17 The Group shall comply with all other reasonable requests and directions of the Minister and of the EU as may be made from time to time arising from the operation of this Agreement.

3.18 The Group shall ensure that all works in receipt of funding under this Agreement shall be in accordance with the provisions of all relevant statutes, regulations, bye-laws, National and EU legislation, and the Groups shall be deemed to have made them-selves aware of all applicable legislation.

3.19 The onus of verifying all consents, permissions, licences etc., including planning permission, consent to entry on, or interference with land, other property or the right of any other person or persons, shall rest with the Group.

3.20 The Group undertakes to have comprehensive procedures manuals in place as prescribed in and in accordance with the Operating Rules, and agreed with both the Lead Financial Partner and the Implementing Partner.

3.21 The Group shall participate in the networking arrangements for the exchange of information and experience to be introduced by the EU or the Managing Authority as part of the Programme.

4. ACCOUNTS AND RECORDS

4.1 The Group, and specifically its' Financial Partner, shall open and maintain a separate bank account or job code into which all contributions or advances of Public Funds by the Minister to the Group under this Agreement shall be paid and all such payments shall be held in trust for the Minister until such time as they are expended by the Group on eligible expenditure by the beneficiary under the terms of this Agreement or they are provided as administration and Animation funding to the Implementing Partner(s) in accordance with paragraph 5.3 of this agreement.

Groups are not permitted to transfer monies between this account or job code and the Group's other bank accounts or job code, except as expressly agreed in writing by the Minister.

The Implementing Partner(s) must also open and maintain a separate bank account or job code into which all contributions or advances of Public Funds to the Group under this Agreement shall be paid.

4.2 This Agreement is subject to the outcomes of the monitoring and evaluation of LEADER and Ireland's Rural Development Programme undertaken by the European Commission, the Managing Authority and/or the Minister or its agent which may propose measures to improve the quality of the Programme and its implementation in Ireland or in individual sub-regional areas.

The monitoring and evaluation may result in changes in firstly, the method of implementing the Programme, secondly, the measures that may be operated and thirdly, the allocation of funding to the Group.

4.3 Payments up to a maximum amount totalling €7,552,796.18 (the total allocation awarded), representing the contribution by way of Public Funds to the implementation of the Local Development Strategy shall be made by the Minister to the Group and shall be used solely for the purpose of implementing the elements of the Local Development Strategy which are eligible under the Rural Development Programme for Ireland 2014-2020 and to which the following arrangements shall apply:

(i) At the request of the Minister, the Group shall draw up and submit to the Minister an expenditure profile, in a format specified by the Minister, relating to the period ending 31 December 2016. The profile shall indicate the estimated costs to be incurred by the Group, including operating costs and project costs. The estimated costs shall distinguish between public and private funding;

(ii) The Group shall provide further expenditure profiles, as specified in sub clause (i) above in respect of each subsequent twelve month period, within a timeframe advised by the Minister and which may, at the direction of the Minister, form part of the Annual Performance Report submitted by the Group as referred to in clause 7.7;

(iii) The allocation referred to above shall be reduced by the amount of preparatory support provided for the development of the local development strategy or strategies in the area covered by the strategy.

(iv) Notwithstanding the initial allocations, the final amount payable to the group may be adjusted to reflect the deductions made as a result of the penalties and ineligible expenditure incurred in the delivery of the Local Development Strategy;

(v) 6% of the total allocation awarded and included in the Local Development Strategy is also subject to the outcome of the Performance Review of the Rural Development Programme to be undertaken by the European Commission, in conjunction with Ireland, in 2019. The allocation may be reduced based on the outcome of this Performance Review.

4.4 The Group may not modify the Financial Plan of the Local Development Strategy set out in Annex A to this Agreement, without the prior **written** approval of the Minister and no such modifications will be considered in advance of 6 months from the date of signing this Agreement.

4.5 The payment of monies by the Group to final beneficiaries shall be based on the amount of work carried out, the private and other public matching funds invested in the project concerned, the submission and receipt of appropriate claims documentation, and the calculation of the eligible amount identified following the Administrative Checks referred to in clause 3.8 and any other checks as required under clause 3.9.

4.6 The Group shall keep a separate and adequate accounting system in relation to all monies received and expended by it arising out of the operation of this Agreement, including monies received from private sources; such accounts and all associated documentation shall be retained by the Group for seven years after the termination of this Agreement and shall be made available for audit by the Minister and the EU, their officers and agents.

4.7 The total allocation awarded to the Group, for the implementation of this Agreement, may be revised upwards or downwards at the discretion of the Minister.

5. ADMINISTRATION/ANIMATION AND PROJECT EXPENDITURE

5.1 Separate payments will issue to the Group in respect of Administration/Animation and project expenditure following completion of the administrative checks referred to in clause 3.8 and any other checks as required under clause 3.9 and in accordance with the following procedures:

i) The Financial Partner will provide advance funding, on an ongoing basis throughout the duration of this Agreement, to meet the administration and Animation expenditure of the Implementing Partner(s). At the end of each month, the Group will be reimbursed for the amount of eligible expenditure incurred in that month as verified through the administrative checking process referred to in clause 3.8 and any other checks as required under clause 3.9 The total amount reimbursed in any one year shall not exceed the total of the administration and Animation funding budgets allocated for that year to the Group in the Financial Plan, plus any carryover from previous years, save where otherwise agreed in advance between the Group and the Minister.

ii) Project funding will be paid to the project promoter, via the Group, as claims for payment fall due following verification of the eligible expenditure through the administrative checking processs referred to in clause 3.8 and any other checks as required under clause 3.9.

5.3 The amount of funding available to the Group may be increased or decreased from time to time by the Minister where such increases or decreases are necessary to ensure proper management of the Programme.

5.4 The Group undertakes to report all expenditure through the Department's electronic Rural Development Programme Information Technology (RDP IT) system as follows:

(a) Administration and Animation expenditure will be reported on a monthly basis within 5 working days of the end of the month, and within 5 working days of the end of the agricultural financial year on 15th October, or as directed by the Minister.

(b) Project expenditure will be reported as it is incurred.

5.5 Failure to adhere to the provisions in clause 5.4 above will result in non-payment of Programme funds.

5.6 An alternative method of making payments to that outlined in clause 5.4 may be agreed between the Minister and the Group in writing.

5.7 The administration & Animation costs of the Group funded under this Agreement shall be directly related only to those activities which are being funded under this Agreement as part of the Local Development Strategy. No entertainment or hospitality costs associated with implementing the Local Development Strategy shall be borne on Public Funds provided under this Agreement.

5.8 The Group is prohibited from expending Public Funds to defray any litigation costs on foot of legal action involving the Group, be it connected to the implementation of the Programme or otherwise.

6. <u>ACKNOWLEDGEMENT AND PUBLICITY</u>

6.1 In compliance with the provisions of Annex VIII Commission Implementing Regulation (EC) No. 808/2014, the Group shall acknowledge the support of the Minister and the EU for the implementation of its Local Development Strategy in all its public announcements and advertising, and shall ensure that a similar undertaking is provided by final beneficiaries.

7. <u>MONITORING AND REPORTING</u>

7.1. Responsibility for making decisions on the implementation of the Local Development Strategy, including disbursement of funds and selection of projects for funding, and for management of the Public Funds, shall lie within the Group. These decisions can only be taken by the Group in accordance with the Operating Rules and, in particular, to the Governance and conflict of interest requirements outlined therein.

Proper written records of such decisions, as set out in the relevant EU Regulations, National legislation, the Operating Rules, and Circulars shall be kept by the Group. 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.

7.2 The Group shall furnish the Minister with such other reports on the implementation of its Local Development Strategy as may be requested in writing by the Minister from time to time.

7.3 The Group shall forward to the Minister, at the request of the latter, any information concerning aid granted and supporting documents. The Group agrees to any inspection of the Group and the recipients of aid which the Minister or the EU considers necessary and further agrees to facilitate the carrying out of any such inspection and to supply, upon request, any documentation related to the delivery of this Agreement. In accordance with the provisions of Article 25 of Commission Implementing Regulation 809/2014, these inspections may be announced or unannounced.

7.4 The Group shall ensure that all its operations undertaken in the implementation of its Local Development Strategy are fully and properly documented. In accordance with National and EU Regulatory requirements, the Minister and the EU, their officers and agents, shall, at all reasonable times, have access to all activities and records of the Group. The Group shall ensure that recipients of aid from the Group, including persons or bodies undertaking projects, provide similar access to the Minister and the EU, their officers and agents. The Group agrees to furnish the Minister with copies of any relevant documentation requested.

7.5 The Group shall provide all information and documentation requested by or on behalf of the Monitoring Committee ("Monitoring Committee") established by the EU or the Department of Agriculture, Food and the Marine (The Managing Authority) to monitor the progress of the Programme.

7.6 From 2017, the Group undertakes to submit an Annual Performance Report to the Minister or his nominee as notified to the Group in writing, detailing the achievements in the year preceding the report, case studies illustrating the outcomes from supported projects, the priorities of the Group for the year of the report and any other information as requested by the Minister.

7.7 The Minister reserves the right to have his officers or agents attend and address meetings of the Group, if circumstances so require.

8 REIMBURSEMENT OR WITHHOLDING OF PUBLIC FUNDS

8.1 Aid paid out by the Group which does not comply with the provisions of this Agreement, particularly but not exclusively to the requirements of the relevant EU Regulations and Operating Rules, shall be recovered by the Group from any recipient of aid. Before allocating aid, the Group shall ensure that each recipient has been informed of their obligations and the requirement to recover funding that is not in compliance with this Agreement.

8.2 In the event and subject to, as provided for in clause 3.8, legislation being enacted delegating the carrying out of the said administrative checks to the LAG, then in that event, the Group shall be liable for any amounts paid on the basis of these Administrative Checks which are subsequently shown to have been insufficient or defective

8.3 If for the purposes of obtaining Public Funds under this Agreement, the Group or any person or body applying to the Group for such contribution knowingly makes a false or misleading statement or withholds essential information, all or such portion of the Public Funds paid or to be paid to the Group or other person or body applying to the Group, as the Minister may determine, shall be reimbursed to the Minister or withheld from the Group or such other person or body, as the case may be.

8.4 The Group agrees that if there is any material change in its circumstances which would be in conflict with the terms or spirit of the Agreement, all or such portion of the public contribution paid or to be paid to the Group under the terms of the Agreement, as the Minister may determine, shall be reimbursed to or withheld by the Minister, as the case may be.

8.5 It shall be a condition of any aid given by the Group from the Public Funds to the implementation of its Local Development Strategy, that if there is any material change in the circumstances of any enterprise aided, which would be in conflict with the terms or spirit of the Agreement, the Operating Rules or the applicable legislation, all or such portion of the Public Funds paid or to be paid by the Group, as the Minister may determine, shall be reimbursed to or withheld by the Group, as the case may be. The Group undertakes to take all necessary action including, if necessary, legal action to enforce this condition.

8.6 The provisions of this clause 8 apply without prejudice to the provisions of clause 11 to this Agreement.

9. <u>TAXATION</u>

9.1 The Group shall keep its tax affairs in order and agrees to provide evidence of conformity with tax clearance requirements before any funding can be provided.

9.2 The Group shall ensure, subject to the arrangements contained in the Operating Rules, that any contractor employed in connection with the implementation of the Local Development Strategy provides evidence of conformity with tax clearance requirements before any funding is provided.

9.3 The Group shall ensure, subject to the arrangements contained in the Operating Rules, that where an investment arising from the operation of this Agreement is carried out by a third party, the third party provides evidence of conformity with tax clearance requirements.

10 INSURANCES, INDEMNITY AND LIABILITY

10.1 The Group, including the Lead Financial Partner, agrees to be responsible for any loss, damage or injury whatsoever or howsoever caused to persons, animals or property, including persons working for the Group, the Minister or the EU arising out of the implementation of this Agreement; the Group further agrees to be responsible for making payment of any compensation therefore and hereby agrees to fully indemnify the Minister and the EU in respect of any action on account of such loss, damage or injury.

10.2 The Group shall effect employer's liability insurance, public liability insurance and insurance against all risks in respect of damage to buildings, equipment or facilities used or invested in by the Group in connection with or under this Agreement and shall furnish evidence to the Minister, as required, of policies and endorsements, together with receipts for premiums paid, and shall ensure that persons or bodies undertaking projects supported by the Group shall effect and maintain, in all respects, similar insurance cover.

10.3 The Group acknowledges that the Minister is not liable for any claim by the Group, a third party client or final beneficiary arising out of any negligence, breach of duty of care, fraudulent or reckless statements or negligent misrepresentations by the Group and the Group shall bring this provision to the notice of each of its clients.

10.4 The Minister accepts no responsibility for the stability of any structure or the soundness of any materials used or the adequacy for its purpose of any buildings or of any facility invested in by the Group under this Agreement.

10.5 The Lead Financial Partner undertakes to indemnify the Group and its members for actions taken in implementing this Agreement.

11. TERMINATION & SUSPENSION

11.1 If the Group fails to comply with any of the conditions of this Agreement, the Minister may require the Group to do so within seven days and if after such notice, the Group fails to comply, the Agreement may be deemed to be terminated, suspended or modified on service of notice to that effect by the Minister. In that event, all or such portion of the Public Funds, as the Minister may determine, paid or to be paid to the Group shall be reimbursed to or withheld by the Minister.

11.2 This Agreement may be suspended, terminated or modified by the Minister, forthwith on the happening of any of the following events:

(a) If the Group or an Implementing Partner ceases to function;

(b) If an order is made or a resolution is passed for the winding up of the Group or an Implementing Partner;

(c) If a liquidator, receiver or examiner is appointed over any asset of the Group or an Implementing Partner, or if distress or execution is levied against any asset of the Group or an Implementing Partner, or if any judgement against the Group or an Implementing Partner shall remain unsatisfied for a period of 21 days following service of a demand for payment on foot thereof;

(d) If any of the conditions of this Agreement/the Operating Rules/Departmental Circulars and relevant EU Regulations have not been complied with; or

(e) If in the opinion of the Minister, there has been serious mismanagement in the implementation of the Local Development Strategy, misappropriation of Public Funds or fraudulent activity and, in this respect, the opinion of the Minister shall be final and conclusive.

(f) If in the opinion of the Minister, and based on the monitoring and evaluation carried out, the Group and/or one of its Partners, are not delivering LEADER to a satisfactory level and/or in accordance with the approved Local Development Strategy

In any of these events, all or such portion of the Public Funds, as the Minister may determine, paid or to be paid to the Group shall be reimbursed to or withheld by the Minister.

11.3 The involvement of the Group and/or some or all of its Partners in the implementation of the Local Development Strategy may be suspended for a period, or terminated by the Minister, forthwith on the happening of any of the following events:

(a) If the Group or an Implementing Partner ceases to function;

(b) If an order is made or a resolution is passed for the winding up of the Group or an Implementing Partner

(c) If a liquidator, receiver or examiner is appointed over any asset of the Group or an Implementing Partner, or if distress or execution is levied against any asset of the Group or an Implementing Partner, or if any judgement against the Group or an Implementing Partner shall remain unsatisfied for a period of 21 days following service of a demand for payment on foot thereof;

(d) If any of the conditions of this Agreement/the Operating Rules/Departmental Circulars and relevant EU Regulations have not been complied with; or

(e) If in the opinion of the Minister, there has been serious mismanagement in the implementation of the Local Development Strategy, misappropriation of Public Funds or fraudulent activity and, in this respect, the opinion of the Minister shall be final and conclusive.

(f) If in the opinion of the Minister, and based on the monitoring and evaluation carried out, the Group and/or one of its Partners are not delivering LEADER to a satisfactory level and/or in accordance with the approved Local Development Strategy

In any of these events, all or such portion of the Public Funds, as the Minister may determine, paid or to be paid to the Group shall be reimbursed to or withheld by the Minister

12. NO PARTNERSHIP OR AGENCY

This Agreement 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.

13 CONFIDENTIALITY and DATA PROTECTION

The Group, including the Implementing Partner(s) and Lead Financial Partner, agrees to comply with the Data Protection Acts 1988 and 2003, and other relevant statutory provisions and the guidance that may be issued by the Data Protection Commissioner for Ireland, from time to time.

14 FREEDOM OF INFORMATION

14. 1 The Group, as a public body as defined under the Freedom of Information Act 2014, shall comply with the requirements of that Act. It shall also provide all reasonable assistance required to enable the Department comply with its obligations under the Freedom of Information Act 2014 ("FOI Act").

In circumstances where the Minister is subject to the provisions of the Freedom of Information Acts, 2014, then in the event of the Minister receiving a request for information related to this Agreement, the Minister shall consult with the Group in respect of the request. The Group shall identify any information that is not to be disclosed on grounds of commercial sensitivity, and shall state the reasons for this sensitivity. The Minister will consult the Group about this commercially sensitive information before making a decision on any Freedom of Information request received. The final decision on disclosure rests with the Office of the Information Commissioner and ultimately, the courts.

15 WARRANTIES

15.1 The Group warrants, undertakes and agrees that:

a) it has all necessary resources and expertise to deliver the Action Plan outlined in the Local Development Strategy (assuming due receipt of the Public Funds);

b) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Minister immediately of any significant departure from such legislation, codes or recommendations;

c) it shall at all times comply with the Operating Rules

d) it shall notify the Department of any material changes that impact on the delivery of the Programme or the sound financial management of the Public Funds.

e) it shall comply with the requirements of the Health and Safety at Work Act 1996 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 Project;

f) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;

g) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;

h) it shall notify the Department immediately upon the discovery of, or the suspicion of, fraud or administrative malfunction connected with the Public Funds;

i) all financial and other information concerning the Group which has been disclosed to the Funder is to the best of its knowledge and belief, true and accurate;

j) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the Public Funds;

k) it is not aware of anything in its own affairs, which it has not disclosed to the Funder or any of the Funder's advisers, which might reasonably have influenced the decision of the Funder to make the Public Funds on the terms contained in this Agreement and

l) since the date of its last accounts there has been no material change in its financial position or prospects.

16. CONFLICT OF INTEREST

16.1 The Group confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to this Agreement and its obligations undertaken under this Agreement. The Group hereby undertakes to advise the Minister forthwith should any conflict of interest come to its attention during the currency of this Agreement and to comply with the Minister's directions in respect thereof.

16.2 Any registerable interest involving the Group (and any sub-contractor or agent as the case may be) and the Ceann Comhairle (Speaker), the Minister, members of the Government, members of the Oireachtas or their relatives must be fully disclosed to the Minister immediately upon such information becoming known to the Group (sub-contractor or agent as the case may be). The terms "registerable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

16.3 The Group shall not offer or agree to give any public servant or civil servant any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 14.3 or the commission of any offence by the Group, any sub-contractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2010 shall entitle the Minister to terminate this Agreement forthwith and to recover the amount of any loss resulting from such cancellation.

17 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties irrevocable submit to the exclusive jurisdiction of the Irish Courts.

Signed Heather Humphreys

Authenticated by the said Minister.

Witness

Print Name LAL POWER

Address WATERFORD CITY & COUNTY COUNCIL
CITY HALL
WATERFORD

Occupation DEPUTY CHIEF EXECUTIVE

Signed on behalf of and with the authority of the Group

Chairperson Liam Brazil

Print Name LIAM BRAZIL

Signed

In the presence of

Witness Billy Duggan

Print Name BILLY DUGGAN

Address Waterford City and County Council
City Hall, The Mall Waterford.

Occupation Senior Executive Officer

Signed on behalf of and with the authority of the Lead Financial Partner

Position CHIEF EXECUTIVE

Print Name MICHAEL WALSH

Signed [signature]

In the presence of

Witness [signature]

Print Name BILLY DUGGAN

Address Waterford City + County Council
City Hall, The Mall
Waterford

Occupation Senior Executive Officer

Signed on behalf of and with the authority of the Implementing Partner:

Implementing Partner: Michael J Walsh

Position Chairman.

Print Name Michael J Walsh

Signed Michael J Walsh

Secretary Eleanor Burns

Print Name ELEANOR BURNS

In the presence of

Witness Denise Walsh.

Print Name DENISE WALSH

Address WATERFORD LEADER PARTNERSHIP
LISMORE BUSINESS PARK
LISMORE, CO. WATERFORD

Occupation ADMINISTRATOR.

Signed on behalf of and with the authority of the Implementing Partner:

Implementing Partner: ______________________

Position ______________________

Print Name ______________________

Signed

Secretary ______________________

Print Name ______________________

In the presence of

Witness ______________________

Print Name ______________________________

Address ______________________________

____

____

Occupation ______________________________

Signed on behalf of and with the authority of the Implementing Partner:

Implementing Partner: ______________________________

Position ______________________________

Print Name ______________________________

Signed

Secretary ______________________________

Print Name ______________________________

In the presence of

Witness ______________________________

Print Name ______________________________

Address ______________________________

____

____

Occupation ______________________________

ANNEX A: APPROVED LOCAL DEVELOPMENT STRATEGY