

**Early Childhood Care and Education Programme
General Conditions of Grant Funding Agreement (the “Agreement”)
Programme Call 2018/2019**

1. Interpretation.

- 1.1. “Annual Accounts” for the purposes of this Agreement means annual reports and accounts where the Grantee is obliged to prepare and return annual accounts to the Companies Registration Office (“CRO”). Where the Grantee is not required to prepare and return annual reports and accounts to the CRO, annual accounts means suitable financial statements that are an accurate record of income and expenditure, in compliance with the requirements set out by the Grantor.
- 1.2. “ECCE” means the early childhood care and education programme.
- 1.3. “The Grant” means the payment(s) made by the Grantor (defined in sub-clause 1.6 below) to the Grantee (defined in sub-clause 1.8 below) for the provision of the Pre-School Service (defined in sub-clause 1.7 below) as set out in Appendix 1 of this Agreement. Administration of the pre-school programme shall be the responsibility of Pobal and/or the Grantor.
- 1.4. “Pobal” refers to the company limited by guarantee of this name, which is also a registered charity. Pobal has been appointed as agent of the Minister for Children and Youth Affairs and acts on the Minister’s behalf in relation to their agreed roles.
- 1.5. “Capitation Fee” means the amount(s) of money payable by the Grantor to the Grantee in respect of the provision of the Pre-School Service to an individual child that has been registered for the ECCE programme.
- 1.6. “The Grantor” means the Minister for Children and Youth Affairs, including her successor and assigns (the “Minister”).
- 1.7. “The Pre-School Service” means the service provided by the Grantee in accordance with the terms of this Agreement.
- 1.8. “The Grantee” means the service provider who shall be a limited company, a designated activity company, a sole trader, a School Board of Management or a partnership.
- 1.9. “AIM” means the Access and Inclusion Model (AIM) which supports children with a disability to access and meaningfully participate in the ECCE programme.
- 1.10. “Additional Capitation” means the additional payment(s) made by the Grantor to the Grantee for the provision of the additional assistance (defined in sub-clause 1.11 below) or for the reduction in the child to adult ratio in the Pre-School Service as set out in Appendix 1 of this Agreement. Administration of AIM shall be the responsibility of Pobal and/or the Grantor.
- 1.11. “Additional Assistance” may be provided by a person recruited by the pre-school service or by an existing staff member using the additional capitation being paid under AIM Level 7 to ensure that a child or children can access and meaningfully participate in the ECCE programme.
- 1.12. “Ratio” means that which applies as defined in the Childcare Act 1991 (Early Years Services) Regulations 2016.
- 1.13. “Inclusion Co-ordinator” means a staff member of the Pre-School Service who has graduated from the Leadership for Inclusion in the Early Years higher education programme and who has agreed to take on the role and responsibilities of the Inclusion Co-ordinator.
- 1.14. “Circular 13/2014” means Department of Public Expenditure and Reform Circular 13/2014 entitled Management of and Accountability for Grants from Exchequer Funds (including any interpretations or clarifications of such requirements issued by the Department of Finance,

Department of Public Expenditure and Reform, Department of Children and Youth Affairs and/or the Executive).

1.15. "PSP" means the Programme Support Payment.

2. Pre-Payment Conditions.

2.1. Payment of the Grant or any instalment of the Grant shall be subject to the Grantee:

- (a) complying at all times with the terms of this Agreement;
- (b) designating a named bank account to be used in connection with the operation of the Pre-School Service and making any necessary arrangements to enable payment of the Grant or any instalment to be transferred to such by electronic transfer;
- (c) being verified as compliant with all National and EU taxation laws by Pobal and/or the Grantor in advance of any due payment date; and
- (d) providing information to the satisfaction of the Grantor on the internal procedures for expenditure and financial control in relation to the Grant pursuant to clause 7 below.

3. Terms and Conditions of Grant.

3.1. The Grant shall be used to provide free pre-school to eligible children attending the Pre-School Service, on the basis of the terms and conditions set out in this Agreement and Appendix 1.

3.2. The Pre-School Service shall be operated by the Grantee in accordance with the application for the Grant and in compliance with the terms and conditions of this Agreement. The Grantee hereby acknowledges and agrees to comply with the terms and conditions of this Agreement as set out in Appendix 1.

3.3. The Grantee shall be a limited company, a designated activity company, a sole trader, a School Board of Management or a partnership.

3.4. The Grantee shall notify the Grantor of any change or alteration to the constitution / status or structure or associated contact details of the Grantee.

3.5. The Grantee shall ensure that the operation of the Pre-School Service is fully and properly documented. Subject to clause 11 below, all reports, records, accounts and other documentation of the Grantee relating to the operation of the Pre-School Service and/or the use by the Grantee of the Grant shall be maintained and made available for inspection on request, for a minimum of 7 years after the termination or expiry of this Agreement for whatsoever reason. In no circumstances shall any financial documentation be destroyed or otherwise disposed of without the prior written consent of the Grantor.

3.6. The Grantee shall comply with all reasonable requests and directions of the Grantor, or representatives or agents of the Grantor, relating directly or indirectly to the use of the Grant in connection with the Pre-School Service.

3.7. The Grantee has confirmed its status to the Grantor. The Grantee shall comply with all requirements of company law and all and any applicable legislation. The Grantee warrants that it has the authority to enter into this Agreement and to carry out its obligations and responsibilities under this Agreement.

3.8. The Grantee is not and shall in no circumstances hold itself out as being the servant or agent of the Grantor. The Grantee is not and shall in no circumstances hold itself out as being authorised to enter into any contract on behalf of the Grantor or in any other way to bind the Grantor to the performance, variation, release or discharge of any obligation.

3.9. The employees of the Grantee are not, and shall not hold themselves out to be (and shall not be held out by the Grantee as being) servants, employees or agents of the Grantor for any purposes whatsoever.

3.10. The Grantee shall provide an e-mail address, a contact address and a contact telephone number to be used for communications from the Grantor in relation to the Pre-School Service.

3.11. The Grantee shall submit information relating to the operation of the Pre-School Service via the Programme Implementation Platform (PIP) as directed by the Grantor or by Pobal.

4. Undertakings and Warranties.

4.1. The Grantee agrees to comply with all relevant legal and regulatory requirements, including, without limitation, regulations made under the Child Care Act 1991 (as amended, including by the Child and Family Agency Act 2013), planning legislation, fire safety legislation, employment legislation, the Equal Status Acts 2000 to 2015, health and safety legislation, the Data Protection Acts 1988 and 2003, and the General Data Protection Regulation 2016 (GDPR), in the operation of the Pre-School Service.

4.2. The Grantee shall undertake all reasonable and appropriate checks on individual employed by or otherwise involved with the Grantee in relation directly or indirectly to the operation of the Pre-School Service to determine their suitability, including any regulatory or statutory requirements regarding Garda vetting, including but not limited to the provisions of the National Vetting Bureau (Children and Vulnerable Persons) Act 2012. The Grantee further warrants that the premises and facilities are suitable for use as a childcare service and warrants that all regulations and legislation are complied with, as well as the Children First Act 2015 and the associated '*Children First National Guidance for the Protection and Welfare of Children*' guidelines. The Grantee undertakes in the operation of the Childcare Service to comply with the principles comprised within the Children First Act 2015 and guidelines including the requirement to develop and make available a Child Safeguarding Statement.

4.3. The Grantee warrants that it has obtained and will take all necessary steps to maintain in full force and effect all necessary consents, approvals, authorisations, licences and permissions which are required to enable it to comply with its obligations under this Agreement, including but not limited to being verified as compliant with all National and EU taxation laws by the Grantor and/or Pobal and evidence of the relevant qualifications, as defined in Appendix 1, held by persons delivering the Pre-School Service.

4.4. The Grantee warrants that it will provide the Pre-School Service to eligible children, in return for the Grant received from the Grantor. This does not preclude the Grantee from providing chargeable services in addition to the Pre-School Service, provided they are offered on an optional basis. Payment of the Grant shall be subject to the Grantee verifying compliance with this condition by the provision of a fees list and service calendar to PIP, which will be subject to review by the city/county childcare committees ('CCCs') on behalf of the Grantor.

4.5. The Grantee shall ensure that any information relating to the Pre-School Service which is submitted via PIP at the direction of the Grantor or Pobal is accurate and that all related documentation is retained by the Grantee to allow the accuracy of the information to be checked by servants or agents of the Grantor on request.

4.6. It is an express condition of this Agreement and the Grantee so acknowledges and confirms that nothing in this Agreement shall be construed so as to imply or have the effect of the granting by the Grantor of any warranty or assurance whatsoever to the Grantee or to any third party whomsoever as to:

4.6.1. Whether or not the Pre-School Service operated by the Grantee is of a standard that adequately meets the stated aims and objectives of the Grant Programme;

4.6.2. The competency of the Grantee, its staff or agents; or

4.6.3. The stability of any structure, soundness of any materials used or the adequacy of its purpose of any buildings or facility.

4.7. The Grantee must be familiar with the contents of the document 'Rules for DCYA Childcare Funding Programmes', as well as the 'ECCE How to Guide for Service Providers', both available on Pobal's website (www.pobal.ie). The Grantee must also be familiar with the contents of the 'Policy on the Operation of the Access and Inclusion Model' and all the other information available on the AIM website (www.aim.gov.ie). These documents contain comprehensive details relating to the operation of the ECCE programme and AIM. The Grantee is required to comply with the administrative procedures outlined in such guides, which may be updated or amended from time to time as deemed necessary by the Grantor. The Grantor and/or Pobal and/or the CCCs shall notify the Grantee of any changes to such guides via email and/or the Programmes Implementation Platform. The Grantee shall access PIP on a regular basis, to ensure they are aware of any changes made to such guides.

4.8. The Grantee shall comply with and implement any new policies, guidelines and/or programme governance protocols in relation to the Programme as may be issued by the Grantor from time to time. The Grantor and/or Pobal and/or the CCCs shall notify the Grantee of any such new policies, guidelines and/or programme governance protocols via email and/or PIP. It is the responsibility of the Grantee to access PIP to ensure they are aware of any such new changes made to such policies, guidelines and/or programme governance protocols.

5. Operation of Pre-School Services.

5.1. The Grantee agrees to provide a free Pre-School Service in ECCE for qualifying children in their pre-school room which consists of:

(a) 38 weeks of 3 hours per day for 5 days a week (183 days) during the period 27 August 2018 to 28 June 2019; OR

(b) subject to the prior agreement of the Grantor, 41 weeks of 3 hours 30 minutes per day for 4 days a week (157 days) during the period 27 August 2018 to 19 July 2019 (*a small number of exceptions have been allowed in the past where, for good reason, it is not possible for a Grantee to operate over 5 days. Grantees should note that no further such exceptions are allowed. Where an exception has previously been allowed on this basis, the Grantee may be allowed to participate in the programme on the basis of providing the pre-school room for 3 hours 30 minutes per day for 4 days per week. In such cases, a Grantee shall provide the Pre-School Service over 41 weeks (157 days) and references to 38 week services shall be taken as applicable to such Grantees.*); OR

(c) Where a Grantee is approved by the Grantor for participation in the ECCE programme with effect from a date later than the commencement of the pre-school room, the Grantee shall provide a Pre-School Service for qualifying children for 3 hours per day for 5 days a week up to 28 June 2019

Which-ever has been agreed in advance with the Grantor.

5.2. A minimum number of weeks within each term (to be agreed and communicated by the DCYA) must be delivered by the service between the period of the 27 August 2018 and the 28 June 2019.

5.3. Where a Pre-School Service is being provided to a child and the service is provided on the basis of an agreement between the Grantee and the parent of the child that additional hours of care will also be availed of and paid for, where the parent ceases to pay for the additional hours of care as agreed, a Grantee may cease to provide a Pre-School Service to that child. The Grantee undertakes to inform parents of this provision prior to children being enrolled in the Pre-School Service.

5.4. Where the Pre-School Service ceases to be provided to a child in the circumstances set out in sub-clause 5.3, or in other circumstances, any monies paid by the Grantor to the Grantee for the provision of the Pre-School Service for a period beyond the date of cessation shall be returned to the Grantor.

5.5. Where the Pre-School Service ceases to be provided to a child because the parent has exercised the right to remove the child from the Pre-School Service for any reason, monies paid in excess of the monies due in respect of that child by the Grantor to the Grantee for the provision of the Pre-School

Service shall be returned to the Grantor in accordance with the '*Rules for DCYA Childcare Funding Programmes*' as well as the '*ECCE How to Guide for Service Providers*', both available on Pobal's website (www.pobal.ie) and also in accordance with the Policy on the Operation of the Access and Inclusion Model and other relevant information available on the AIM website (www.aim.gov.ie).

5.6. Where the Pre-school Service refuses to allow a child participate on the ECCE programme until an AIM application for Additional Assistance is granted, monies in respect of this child will not be paid to the service until the child commences on the ECCE programme.

5.7. Where AIM Additional Assistance has been granted, the additional capitation will be paid when the child commences on the ECCE programme or when the additional assistance has been approved or commences (whichever is later).

5.8. This Agreement shall not affect any other agreements which may already be in place between the Grantee and the Grantor/Pobal in respect of capital funding.

6. Payment Terms.

6.1. Subject to the provisions of sub-clause 6.4, payment of the Grant will be made by the Grantor and/or Pobal in such instalments as may be determined by the Grantor.

6.2. Where the Grantee receives the Grant as a result of the provision of the Pre-School Service to a child qualifying under this Agreement, it may not simultaneously and in respect of the same time of day receive grant monies for the provision of a service to that child under an agreement in respect of the community childcare subvention ("CCS") programme, the community childcare subvention plus programme ("CCSP"), the training and employment childcare ("TEC") programmes, or any other childcare programme administered by the Grantor, with the exception of any grants approved under AIM or Programme Support Payment ("PSP").

6.3. Where the Grantee is in receipt of the Grant under this Agreement, an agreement in respect of the TEC programme, or an agreement in respect of any other childcare programme which may be specified, and is also in receipt of grant monies determined on a notional basis under an agreement in respect of the CCS programme, the Grant payable to the Grantee under this Agreement and under the TEC programme shall be taken into account when making payment of such notional grant monies.

6.4. Whenever under this or any other Agreement in respect of the childcare programmes referred to in sub-clause 6.2 above any sum of money is recoverable from or payable by the Grantee (including any overpayment or sum which the Grantee is liable to pay to the Grantor in respect of any breach of this Agreement or any other agreement in respect of the childcare programmes referred to above in sub-clause 6.2), the Grantor has the right to deduct that sum from the Grant then due to the Grantee in respect of this Agreement. Notwithstanding any provision, whether express or implied in this Agreement, the Grantor is entitled to set-off any amount due or owing by it under this Agreement against any and all amounts owed by the Grantee to the Grantor howsoever arising.

6.5. Payment of the Grant will be conditional on the requirements of this agreement being fully complied with. Pobal may, as an agent acting on behalf of the Department, withhold payment with the Department's consent where the Grantee is found to be in breach of the requirements of this agreement and the associated *Rules for DCYA Childcare Funding Programmes*. Pobal may also withhold payment of the Grant, with the consent of the Department, in cases where Grantor funds held-by or to be provided to the Grantee are found to be at risk of misuse, misappropriation, or loss.

7. Access and Reporting Requirements.

7.1. The Grantee agrees to maintain up-to-date child registration information on PIP in compliance with the '*Rules for DCYA Childcare Funding Programmes*', the '*ECCE How to Guide for Service Providers*', Policy on the Operation of the Access and Inclusion Model and related information, and any additional requirements of PIP.

7.2. The Grantee shall maintain appropriate records to enable verification by the Department or agents acting on its behalf (including Pobal) that the general terms of the grant are complied with. The specific requirements will be as described in a Financial Procedures, Reporting Requirements and Guidelines document to be published by the Grantor. In particular, such records **will include an attendance register which clearly shows the dates, times and durations of attendance for each individually identified child for every day that the child is in attendance.** Records of income and expenditure should be kept up to date and available for verification purposes.

7.3. The Grantee shall maintain appropriate annual accounts for each financial year and provide copies of such accounts within four (4) months of their adoption to Pobal, as agents of the Department and, on request, to the Comptroller & Auditor General (C&AG).

7.4. The Grantee shall comply in full with the provisions of Circular 13/2014. In particular, the Grantee shall separately account for public funds received and ensure that appropriate financial records are maintained to ensure compliance with the requirements of Circular 13/2014.

The standard and form of the financial records maintained will be such that the records will enable Pobal, as an agent of the Department, to verify compliance with the financial requirements to be set out in its Financial Procedures, Reporting Requirements and Guidelines document published by the Department of Children and Youth Affairs.

The standard and form of the financial records maintained must enable the following to be clearly established:

- The amount of all grants provided to the Grantee from any public funding source relating directly or indirectly to the operation of the Pre-School Service including the grantor and purpose of the grant;
- That all grants have been appropriately spent (in the case of the childcare grant, that it has been used per section 3.1 of this agreement) and accounted for on an individualised basis in line with the Financial Procedures, Reporting Requirements and Guidelines document to be published by the Department of Children and Youth Affairs;
- Details of other funding sources relating directly or indirectly to the operation of the Pre-School Service

7.5. The Grantee shall respect and comply with the statutory role and regulatory and public accountability responsibilities of the Department, its agents and other relevant statutory bodies and at all times co-operate fully with the Department, its agents and all other statutory bodies in this regard.

8. Right of Verification and Audits.

8.1. The Grantee shall permit representatives and agents of the Grantor to attend at the premises of the Grantee and shall permit access to the Grantee's premises and personnel for the purposes of inspection and audits. These shall include, but not be limited to, inspections and audits carried out by the early years (pre-school) inspectorate, the inspectorate of the Department of Education and Skills, Better Start Early Years Inclusion Specialists, Pobal and any other applicable verification, audit and/or inspection that may be provided for by law. The Grantee shall allow access to relevant financial and other records for this purpose, and shall facilitate and co-operate with inspections and audits as required.

8.2. Verification, audit and other inspections, including education-focused inspections, may be carried out without prior notice being given to the Grantee.

8.3. Relevant records must be available at all times on-site for inspection and the Grantee shall allow such records (or copies of such records) to be taken off-site for the purposes of conducting such inspections and audits. The Grantee shall permit and facilitate representatives and agents of the Grantor to make any copies of records as deemed necessary.

8.4. Better Start Early Years Specialists may contact the service by phone to discuss and agree what level of support is required in relation to relevant applications made under AIM. Where the Specialist

determines that more support may be required, i.e. a visit to the service, this will be agreed with the Grantee in advance of the visit; engagement with the parent(s) will be part of this process.

9. Term and Termination.

9.1. This Agreement shall cover the period 27 August 2018 to no later than 28 June 2019 or, where appropriate, subject to sub-clause 5.1(b), 27 August 2018 to 19 July 2019 of Pre-School Service provision agreed between the Grantee and the Grantor which shall constitute "the Term". The Agreement may be entered into electronically and the Grantee shall be required to electronically confirm and accept the terms and conditions of this Agreement.

9.2. Nothing in this Agreement shall be construed as imposing any obligation on the Grantor to provide financial assistance of any nature to the Grantee after the Term, except in relation to approvals made under AIM in relation to the following pre-school year. Save as is expressly provided for in this Agreement, the Grantor shall have no financial or other obligations to the Grantee or to any other party whatsoever.

9.3. The Grantor shall be entitled at any time during the Term to terminate this Agreement immediately if any one or more of the following events occur:

(a) the Grantee, its employees, agents or any third party acting on behalf of the Grantee knowingly makes a false or misleading statement, or fails to disclose information in the course of its application (i) for the Grant or (ii) for any payment thereof, or in the provision of any information or documentation in relation to its obligations under this Agreement;

(b) If an order is made or an effective resolution is passed for the winding up of the Grantee;

(c) If a receiver, examiner or administrator is appointed over any of the property or assets of the Grantee;

(d) If the Grantee shall commit a breach of any term or condition of this Agreement and, if such breach is capable of remedy, shall not have remedied it within 30 days after written notification thereof has been served on the Grantee;

(e) If a distress or execution is levied or served upon any of the property or assets of the Grantee and is not paid off within 30 days;

(f) If the Grantee shall cease or threaten to cease to operate all or a substantial part of the Pre-School Service; or

(g) If any other event occurs which the Grantor in its absolute discretion considers might or does materially adversely affect the ability of the Grantee to operate the Pre-School Service and/or to comply with its obligations under this Agreement.

9.4. On termination of this Agreement, the Grantee shall repay to the Grantor on demand all, or at the absolute discretion of the Grantor, a portion of, sums received in respect of the Grant and, in the event of default on such repayment, such sums shall be recoverable from the Grantee as a simple contract debt.

9.5. Termination of this Agreement shall not affect any antecedent and accrued rights, obligations or liabilities of either party, nor shall it affect any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.

9.6. The Grantee shall pay all legal and other costs, charges and expenses incurred by the Grantor in enforcing or endeavouring to enforce the repayment of any monies and/or compliance by the Grantee with its obligations hereunder.

9.7. Subject to the provisions of sub-clause 9.3, this Agreement may be terminated by either party by serving three months' written notice to the other party. For greater certainty, neither party shall be

entitled to any additional amounts or compensation in the event that this Agreement is terminated in accordance with this sub-clause.

10. Insurance and Indemnity.

10.1. The Grantee shall, for the duration of this Agreement, effect and maintain any necessary employer's liability insurance, public liability insurance adequate and necessary to operate and deliver the Pre-School Service, to operate its business and cover all liabilities of the Grantee arising in relation to the Pre-School Service and pursuant to this Agreement.

10.2. The Grantor shall have no liability in respect of any actions, proceedings and costs, claims, demands and liabilities whatsoever, arising directly or indirectly, from any act or omission of the Grantee, its employees, servants or agents in connection with the Pre-School Service or any breach of this Agreement and the Grantee shall indemnify the Grantor in regard to any such actions.

11. Retention of Records.

11.1. The Freedom of Information Act 2014 applies to this Agreement.

11.2. The Grantee agrees to maintain compliance with the Data Protection Acts 1988 and 2003, the GDPR and other relevant statutory provisions and guidance that may be issued by the Data Protection Commissioner for Ireland from time to time and will comply with all obligations at law.

12. Force Majeure.

12.1. If and to the extent that either party (the "Affected Party") is hindered or prevented by circumstances not within its reasonable ability to control, including but not limited to, acts of God, inclement weather, flood, lightning, fire, trade disputes, strikes, lockouts, acts of terrorism, war, military operations, acts or omissions of third parties for whom the Affected Party is not responsible ("Force Majeure") from performing any of its obligations under this Agreement, the Affected Party shall be relieved of liability for failure to perform such obligations.

12.2. The Affected Party shall notify the other party, through its agents (Pobal), of the estimated extent and duration of such inability to perform its obligations within three weeks of the onset of the event.

12.3. In the event Force Majeure continues for more than 45 days then either party shall have the right to terminate this Agreement on written notice to the other party.

13. Non-assignment/Sub-contracting.

13.1. This Agreement is personal to the Grantee who shall not be entitled to assign or transfer the benefit of it, or the obligations arising from it, to any other party.

13.2. The Grantee shall not be entitled to sub-contract any of its obligations under this Agreement and shall remain primarily responsible for their performance.

13.3. The Grantee shall be entitled to sub-contract services which are additional to its obligations under this Agreement, including where these are provided as additional optional services within the Pre-School Service, provided the Grantee continues to meet its obligations in respect of the Pre-School Service under this Agreement.

14. General.

14.1. Nothing in this Agreement shall constitute a partnership or joint venture or establish a relationship of agency between the parties.

14.2. This Agreement may only be varied by an instrument in writing signed by or on behalf of both parties, or electronically if so requested by the Grantor by acceptance by the Grantee of the terms and conditions (as varied) of the Agreement.

14.3. A failure or delay by the Grantor to exercise any right or remedy under this Agreement shall not in any way be construed as a waiver of the Agreement.

14.4. The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

14.5. In the event that any provision of this Agreement shall be determined to be partially void or unenforceable by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only. The validity and enforceability of any of the other provisions of this Agreement shall not be affected.

14.6. This Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto expressly and irrevocably submit to the jurisdiction of the Irish Courts.

ECCE GFA 2018/19

APPENDIX 1

General Terms and Conditions governing participation in the ECCE Programme

1. The Grantee must have access to facilities that enable the Grantee to conduct business online and a dedicated PIP user account in order to participate in the ECCE programme and, where relevant, in AIM. The Grantee shall administer the ECCE programme and, where relevant, AIM via PIP. The Grantee shall access Pobal's website (www.pobal.ie) to ensure that they are familiar with the most up-to-date 'Rules for DCYA Childcare Funding Programmes' as well as the 'ECCE How to Guide for Service Providers'. The Grantee shall also access DCYA's Access and Inclusion Model (AIM) website (www.aim.gov.ie) to ensure that they are familiar with the contents of the 'Policy on the Operation of the Access and Inclusion Model' and other relevant information including Frequently Asked Questions.
2. The Grantee must have an agreed contract with the Minister for Children and Youth Affairs and be registered with the Child and Family Agency as a pre-school service and be compliant with Regulations made under Part VIIA of the Child Care Act 1991 (as amended, including by the Child and Family Agency Act 2013).
3. Administration of the ECCE programme and AIM shall be the responsibility of the Grantor and/or Pobal.
4. The Grantee must be trading as a limited company, designated activity company, sole trader, a School Board of Management or a partnership. The Grantee must demonstrate tax compliance by providing their tax reference number together with their tax clearance access number. By supplying these numbers the Grantee acknowledges and agrees that Pobal and/or the Grantor has the permission of the Grantee to verify its tax cleared position online prior to entering into contract.
5. The Grantee must provide an e-mail address to be used for communications from the Grantor or Pobal in relation to the Pre-School Service. The Grantor and Pobal reserve the right to communicate important information, including information relating to payments, by way of e-mail. The Grantee must communicate all information relating to this Agreement electronically, or as directed by the Grantor or Pobal.
6. Where the Grantee's home address is different to the facility address, both addresses must be provided. Where the Grantee is a limited company or a designated activity company, the business address must be provided. A contact telephone number, at which the Grantee can be contacted during working hours, must also be provided.
7. The Grantee must use the Grant to provide a free pre-school service in Early Childhood Care and Education, as provided for under the terms and conditions of this Agreement to all qualifying children in return for the Grant paid to the Grantee by the Grantor. Where additional capitation has been approved in relation to the AIM, this must be used to either buy-in additional support or to reduce the child to staff ratio in order to ensure that the relevant child(ren) can access and meaningfully participate in the ECCE programme.
8. Participating children can be registered for the ECCE Programme once they have turned 2 years 8 months on or before 31 August 2018 and will be aged not more than 5 years and 6 months on or before 30 June 2019.
9. The Grantee shall have a minimum daily enrolment of 8 children in pre-school room sessions who are eligible for the ECCE programme. Subject to compliance with all other contractual requirements, exceptions will be considered by the Grantor (through the CCCs) in the case of:
 - a) Grantees who have a daily enrolment of at least 8 children but, for good reason, only 3 or more are in the ECCE programme and the remainder are between the ages of 2½ and 6 years;

- b) smaller services which are considered appropriate settings for delivery of the pre-school programme but, for good reason, have a daily enrolment of not fewer than 5 ECCE eligible children in pre-school room sessions; and
 - c) a service that has an ECCE room that is full but has children eligible for ECCE in a room that is an appropriate setting for the delivery of the pre-school programme but which has a daily enrolment of not fewer than 5 children between 2½ and 6 years - subject to the requirement that ECCE staff qualification criteria are met.
10. The Grantee must provide an appropriate educational programme for children in their pre-school room which adheres to the principles of Siolta, the National Quality Framework for Early Childhood Education (www.siolta.ie), and Aistear, the 'Early Childhood Curriculum Framework' (www.ncca.ie). The Grantee will be supported in meeting this requirement through the assistance of the 'Better Start National Early Years Quality Development Service' and/or their local CCC. The Grantee must facilitate visits and advice from the 'Early Years Specialists' and/or staff of the local CCC.
 11. Where a pre-school room caters for not more than 11 children, it must be delivered by a pre-school leader. Where a pre-school room caters for between 12 and 22 children, it must be delivered by a pre-school leader assisted by a childcare worker.
 12. The Grantee shall ensure that the pre-school leaders in ALL Pre-School Services participating in the ECCE programme must at a minimum hold a level 6 qualification on the National Framework of Qualifications ("NFQ") in the specialisation of childcare/early education or an equivalent nationally-recognised qualification or higher award, as set on the published list of Grantor 'Early Years Recognised Qualifications', or must otherwise be deemed eligible by the Grantor. The published list of Grantor 'Early Years Recognised Qualifications' is available on the Department's website (www.dcy.gov.ie). The Grantee shall ensure that all staff employed by the Grantee working with children in the Pre-School Service at a minimum hold a level 5 qualification on the NFQ in the specialisation of childcare/early education or an equivalent nationally-recognised qualification or a higher award, as set on the published list of Grantor 'Early Years Recognised Qualifications', or must otherwise be deemed eligible by the Grantor. In exceptional cases an exemption may be made under the AIM, wherein a child with medically complex needs who requires specialised health supports, for example nursing care; in such situations Pobal will provide the service with an exemption letter which will detail the qualification requirements or relevant specialist training of the staff member involved.
 13. The Grantee will be paid a capitation fee for each eligible child enrolled and attending the Pre-School Service. The capitation fee will be of such amount as may be determined by the Grantor from time to time. The capitation fee effective from 27 August 2018 will be equivalent to €69.00 per week. To allow for the annual ECCE capitation to be paid to a 41 week service, the weekly capitation rate will be €63.95.
 14. A higher capitation fee, equivalent to €11.25 per week, shall be payable to the Grantee for the number of children in any designated ECCE room (as per the adult:child ratios and minimum space requirements detailed in the Childcare Act 1991 (Early Years Services) Regulations 2016) where the pre-school leader holds a qualification recognised as meeting the contract requirements for ECCE ("Higher Cap") minimum of Level 7 on the NFQ or equivalent as set out on the published list of Grantor 'Early Years Recognised Qualifications', or must otherwise be deemed eligible by the Grantor, and have a minimum of 3 years' experience working in early years education and care. To allow for the annual ECCE capitation to be paid to 41 week services deemed eligible for higher capitation their weekly capitation rate will be €10.42 per week for 41 weeks.
 15. The Grantee will be paid additional capitation fees under the AIM in relation to approvals made for additional assistance in the pre-school room or for the reduction in the child to staff ratio in the Pre-School Service to ensure that a child or children can access and meaningfully participate in the ECCE programme. AIM Level 7 assistance is paid at two rates: a Higher Capitation Level is paid at a rate of €39 per day and covers 3 hours of staff time; a Lower Capitation Level is paid at a rate of €26 per day and covers 2 hours of staff time enabling the child to attend for 3 hours per day.

16. Where an Inclusion Co-ordinator is employed by the pre-school setting, the Grantee will be eligible to apply for an additional capitation of €2 per week per child registered on the ECCE programme in that ECCE setting.

17. Participation in the ECCE programme is on the following basis:

(a) 38 weeks of 3 hours per day for 5 days a week (183 days) during the period 27 August 2018 to 28 June 2019; OR

(b) subject to the prior agreement of the Grantor, 41 weeks of 3 hours 30 minutes per day for 4 days a week (157 days) during the period 27 August 2018 to 19 July 2019 (*a small number of exceptions have been allowed in the past where, for good reason, it is not possible for a Grantee to operate over 5 days. Grantees should note that no further such exceptions are allowed. Where an exception has previously been allowed on this basis, the Grantee may be allowed to participate in the programme on the basis of providing the pre-school year for 3 hours 30 minutes per day for 4 days per week. In such cases, a Grantee shall provide the Pre-School Service over 41 weeks (157 days) and references to 38 week services shall be taken as applicable to such Grantees.*); OR

(c) Where a Grantee is approved by the Grantor for participation in the ECCE programme with effect from a date later than the commencement of the pre-school year, the Grantee shall provide a Pre-School Service for qualifying children for 3 hours per day for 5 days a week up to 28 June 2019, whichever has been agreed in advance with the Grantor.

18. In all cases, the Grantee must operate the relevant Pre-School Service free to parents in return for the applicable capitation fee, and parents shall be given access to the Pre-School Service where their child only attends the pre-school element of the service. However, the Grantee may charge parents for optional additions as follows:

- In the case of a sessional Grantee, an additional 30 minutes per day may be offered as an optional addition which can be charged for; and/or
- Optional additional services may also take the form of various once-off or on-going activities or services such as outings, specific teaching resources such as dance, music, and food, but shall not include activities which would generally be regarded as a normal part of a pre-school service, e.g. general arts and crafts activities.

All such optional extras must be recorded on the Fees List submitted through the PIP system.

19. The Grantee must ensure that parents are informed that their agreement to additional hours or to any optional charge is not compulsory and that agreement is not a condition of initial or continued enrolment (except in the case of full- or part-time services). In the case of additional hours, while not a condition of enrolment, part-time and full-time services may prioritise places for those who wish to avail of extra hours over those availing of ECCE only. Appropriate programme-based activities must be provided to children not participating in an optional activity where this takes place during the required period of pre-school provision.

20. Booking deposits may be taken from parents provided such booking deposits are no more than four times the weekly capitation fee applicable to the Pre-School Service. The deposit must be repaid in full to the parents once the child's registration has been approved on PIP.

21. The Grantee's fees list, service calendar, and copies of any letters or other communications issued to parents which relate to the operation of the Pre-School Service, including information relating to deposits and optional additional charges, must be displayed at all times in an area accessible by parents.

22. All places provided under the ECCE programme by the Grantee must meet the requirements in terms of length per day, days per week and weeks per year. It is not mandatory that children are registered on PIP for five days per week (registration should reflect expected attendance) but Grantees shall prioritise places for children where parents indicate a greater level of attendance. However, where a child is enrolled on the ECCE programme for fewer than 5 days, the Grantee will be paid a pro-rata capitation

fee in respect of that child. In the case of medically compromised children - the current provision for suspension of payment under the ECCE contract in relation to absences will not apply to the payment under AIM unless there is an indication that the child will not return to the service. This recognises the flexibility of AIM in the context of a child having frequent longer absences due to medical complexities and the need for the service to retain the additional member of staff employed under Level 7. This also applies where the service has chosen to reduce ratios. The policy intent is that the service as a whole can benefit from the additional member of staff on a temporary basis. However, the need to inform the CCCs and Pobal of absences will be a continued requirement in line with the compliance rules of ECCE as these absences will need to be flagged as exceptions on PIP for the purposes of compliance visits.

23. The Grantee shall complete all contractual requirements and be contracted by the Grantor by 22 August 2018. A later date may be permitted where the Grantor deems it appropriate.
24. The Grantee shall submit a fees list to PIP by 28 September 2018 which demonstrates that, where children attend the service outside their ECCE hours, the ECCE hours are available free of charge to parents and that the ECCE capitation fee paid by the DCYA to service providers to provide the ECCE programme is not depicted as a childcare subvented payment for parents. The fees list shall display fees inclusive and exclusive of ECCE hours, including: fees payable with regard to childcare provision outside of ECCE for children taking part in ECCE within full-time or part-time provision; and fees ordinarily payable with regard to a child of the same age attending for the same hours attending full-time or part-time but not participating in the ECCE scheme. The Grantee shall submit a service calendar to PIP by 24 August 2018.
25. The Grantee may submit an application for AIM as early as three months in advance of the relevant child or children commencing on the ECCE programme or when the relevant need is first observed, whichever comes first.

APPENDIX 2: General Terms and Conditions governing participation in the Access and Inclusion Model (AIM)

AIM Level 1 - Where a graduate of the LINC programme is employed by the pre-school setting and has taken on the role and responsibilities of an Inclusion Co-ordinator, the Grantee will be eligible to apply for an additional capitation of €2 per week per child registered on the ECCE programme in that ECCE setting.

AIM Level 1 - The Grantee will engage with the CCC around participation in the Diversity, Equality and Inclusion Charter and Guidelines training. On completion of the training, the Grantee must sign up to a National Inclusion Charter and create their own Early Childhood Care and Education National Inclusion Policy.

AIM Level 2 – The Grantee must be familiar with the contents of the AIM Policy and all other information on DCYA's AIM website (www.aim.gov.ie).

AIM Level 3 – The Grantee must engage, where necessary, with any training provided which has been deemed necessary in order to allow for a child's meaningful participation in the Early Childhood Care and Education (ECCE) Programme.

AIM Level 4 – The Grantee must engage with Early Years Specialists.

AIM Level 5 – The Grantee must engage with Pobal and any other body who will provide training in relation to any equipment or appliance granted under AIM.

AIM Level 5 – The Grantee must adhere to the conditions of the national scheme for provision of specialised equipment, appliances and minor alterations under AIM Level 5.

AIM Level 6 – The Grantee must engage with Early Years Specialists and any relevant HSE Therapeutic Intervention staff in relation to therapies required by a child in their service.

AIM Level 7 - Where Additional Assistance has been granted under Level 7 - the service must adhere to the conditions of the national scheme for the provision of additional capitation to support the provision of additional assistance in the Pre-School room under AIM Level 7, particularly in relation to the qualifications / training required by an additional assistant. In the vast majority of cases this staff member will require a Level 5 major award in Early Years Care and Education. In a minority of cases an exemption may be granted by Pobal where it has been deemed that specialist care is required and is /critical to the child's meaningful participation in the ECCE programme. Such exemptions will primarily be for children with medically complex needs who require specialised health supports.

The Service Provider must complete a separate AIM Level 7 reporting template when requested by Pobal. Services will be requested to report how the additional assistance funding is being used and any other information as deemed appropriate by DCYA in the delivery of AIM.

An additional assistance funding review may take place at the end of each ECCE programme year or reporting period (as defined by Pobal) and may also take place at the discretion of DCYA or Pobal during the period of this contract. A number of scenarios (not exhaustive) that may trigger a review of an approved AIM additional assistance are:

- a. If the AIM Level 7 child leaves or is absent for four consecutive ECCE weeks, this must be notified to Pobal. If, following four consecutive ECCE weeks' absence, there is an indication that the child will not return to the service, this must also be notified to Pobal. This also applies where the service has chosen to reduce ratios.
- b. If there is a change in the child to adult ratio or additional assistance relating to AIM Level 7; for example, change to contracted hours or staff turnover, then Pobal should be notified without delay.

- c. A reduced child to adult ratio or additional assistance must be maintained for the duration of the child/children's attendance unless such assistance is no longer required for the child.
- d. The Early Years Specialist reviews the case and makes a recommendation that the Level 7 capitation is no longer necessary.
- e. In cases where AIM additional assistance is approved for multiple children within the same setting a review will be triggered by any of those named children leaving the setting, changing their level of service or new AIM Level 7 applications being made.
- f. Cessation on the part of the Service Provider and/or Parent with other AIM Level 4 or 6 Supports.
- g. Where an approved child is attending ECCE over two years, the AIM additional assistance maybe reviewed prior to the child starting their second year, whereby the AIM additional assistance may be enhanced, reduced or may cease.
- h. Changes to the Grantee's Primary Authorised User, Organisational or Service Details as certified on PIP.
- i. If the child is awarded a Special Needs Assistant (SNA) or Personal Assistance through HSE funded supports, this must be notified to Pobal without delay.

Pobal is not obliged to agree to any revision to the additional assistance and any continuation of assistance will be subject to the written approval of Pobal.

The specific terms and conditions of AIM are available on the Pobal website and may be updated from time to time.