



Rialtas na hÉireann
Government of Ireland



The Healthy Ireland Fund supported by the Department of Health, the Department of Children and Youth Affairs and the Department of Rural and Community Development.

The Healthy Ireland Fund 2018

Strand 1

GRANT AGREEMENT

Between

Pobal

&

Waterford City & County Council

URN: 787032G_1

Date of Issue: 19th September 2018

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KEY DEFINITIONS

Application:	the application submitted by the Grantee under the Healthy Ireland Fund Programme .
Code:	as amended and updated from time to time, all guidance notes, directions, circulars, policies, procedures, protocols and other documentation applicable to the Grant including but not limited to the Healthy Ireland Fund Programme Requirements document published on the Grantor's website.
Control Period:	the period from the date of this Agreement until 31 st March 2026(seven years from the date of expiry of the Delivery Period).
Delivery Period:	the period from the 1st April 2018 until 31st March 2019
Department:	the Department of Health.
Grant:	Up to €75,000.00 or any portion thereof as made available to the Grantee by the Grantor pursuant to the Programme or any portion thereof.
Grantee:	Waterford City & County Council
Grantor:	Pobal and its permitted successors and assigns.
Notification Letter:	the communication from the Grantor (or on occasion the Department) to the Grantee informing the Grantee that the Application has been successful or partially successful.
Programme:	as amended from time to time, the Healthy Ireland Programme.
Project:	the provision of as described in Part 1.3 of this agreement as approved by the Department further to appraisal and recommendation by the Grantor and as further set out in the Application and the Notification Letter.
Retention Period:	the period up to 7 years from the end of the delivery period whichever is the greater, wherein the Grantee must maintain complete and accurate books of account and records of all receipts and payments and all supporting documentation in respect of the use of the grant in an easily accessible manner.
Sanctions:	each and every sanction contemplated or envisaged by the Code and identified in such Code as a sanction.

PART 1 – GRANT DETAILS

This Agreement (as defined below) is made on the **19/09/2018** between Pobal, a Company registered in Ireland with Company number 194360, having its registered office at 1st floor, Holbrook House, Holles Street, Dublin 2 (the **Grantor**) and **Waterford City & County Council**, a Company registered in Ireland with Company Number **N/A**, having its registered office at:

City Hall, Waterford, The Mall, Waterford (the Grantee).

This agreement comprises of this Cover Sheet, the General Conditions, the Special Conditions, and the Code, together with any other document deemed incorporated herein including any supplements or addendums (the **Agreement**).

In the case of a conflict between the General Conditions and any Special Condition, the terms of the Special Condition will prevail. Capitalised terms used in this Agreement shall have the meanings attributed to them in this Cover Sheet unless otherwise defined therein.

1.1 Grantee Name: Waterford City & County Council

1.2 Purpose of the funding: To fund the delivery of two actions: 1. Healthy Ireland Coordinator and 2. Social Prescribing Coordinator.

1.3 Grant Awarded: Up to €75,000.00

1.4 Project Actions/Activities:

Actions
Healthy Waterford Coordinator
Wellbeing: Supporting access by use of social prescribing to health enhancing activities (e.g. increased physical activity; healthy eating) for vulnerable groups who are most at risk of experiencing health inequalities

1.5 AGREED BUDGET

This budget is based on the detail of your application taking account of any amendments as a result of the appraisal process.

Item	TOTAL BUDGET
	€
TOTAL AGREED BUDGET	€75,000.00

PART 2 - SPECIAL CONDITIONS

Pre-conditions

Each of the pre-conditions contained in this Special Condition 1 shall be a **Pre-Condition**: Notwithstanding any other provision of this Agreement, the obligations of the parties hereunder are conditional upon the Grantee:

- 2.1** Submitting a Tax Clearance Access Number (TCAN).
- 2.2** Submitting details of at least two authorised signatories for the purpose of the Grant as per 4.3 of this agreement.
- 2.3** Providing bank account details which will be used for the purposes of receiving the Grant and administering the Funding as outlined in section 4.2 of this agreement.
- 2.4** Being registered with the Charities Regulatory Authority where required by virtue of the provisions of the Charities Act, 2009, as amended from time to time.
- 2.5** Complying with the Statement of Principles for Grantees (DPER Cir 13/2014 [HERE](#)).

PROGRAMME SPECIFIC CONDITIONS

- 2.6** The Grantee shall comply at all times with the rules and procedures as outlined in the Programme Requirements document available on the Grantor's website ([Programme Requirements](#)). This document will be kept up to date by the Grantor and any new versions of the manual will be notified to the Grantee.
- 2.7** For the purposes of the Grant publicity documentation, press releases, website and other media should include acknowledgement and logos of 'Government of Ireland, 'Healthy Ireland Fund' and 'Pobal' and the strapline 'The Healthy Ireland Fund supported by the Department of Health, the Department of Children and Youth Affairs and the Department of Rural and Community Development.
- 2.8** The Grantee shall comply with all Grantor audit recommendations and information requirements within the timescales stipulated.
- 2.9** The Grant Aid shall be used solely for the purposes as outlined in the Grantee's application (and any subsequent information provided) to the Grantor under the Programme, including the decision and any recommendations from the Department and the activities, outputs and outcomes contained in this agreement or in any subsequent written agreements with the Grantor during the delivery period.
- 2.10** The profile of expenditure can only be changed with the agreement of the Grantor. Any significant changes to the project (actions, activities, indicators or budget), must be notified to the Grantor in writing and agreed in advance. The Grantor is not obliged to agree to any revision of the grant agreement and any continuation of assistance will be subject to the written approval of the Grantor.

- 2.11** If all of the funds allocated are not spent on agreed eligible costs within the delivery period (according to incurred and actually paid costs) the unspent balance will be unavailable to the Grantee and if required, will be recouped by the Grantor.
- 2.12** The Grantee shall provide at the request of the Grantor evidence of registration with the Charities Regulatory Authority if the Grantee is required to register by virtue of the provisions of the Charities Act, 2009 as amended from time to time.
- 2.13** The Grantee shall comply with National Vetting Bureau (Children and Vulnerable Persons) Acts, 2012 – 2016, where it is mandatory for people working with children or vulnerable adults to be vetted by the Garda Síochána National Vetting Bureau. Workers include staff, volunteers and those on student placements working for the Grantee through which they have access to children and/or vulnerable adults.

PROJECT SPECIFIC CONDITIONS

2.14 Pre-Payment Conditions:

-
- **Please confirm that appropriate service level agreements are in place with implementing partner/s.**

2.15 Post-Payment Conditions:

- **N/A**

2.16 Exclusions to any General Conditions (Part 3) N/A

PART 3 - GENERAL CONDITIONS

3.1 General

- 3.1.1** The Grantee has applied for the Grant by submitting the Application, and the Grant is awarded pursuant to the provisions of this Agreement.
- 3.1.2** The Grantor administers the Programme on behalf of and as agent of the Department.
- 3.1.3** Payment of the Grant is at all times, subject to and contingent upon the Department paying the Programme funds (including the Grant) to the Grantor.
- 3.1.4** In the event that the Department reduces or ceases to provide the Programme funds, the Grantor may at its sole discretion reduce or cease to provide the Grant.
- 3.1.5** Pursuant to the provisions of the Electronic Commerce Act 2000 and for all other purposes, the parties hereto acknowledge and agree that the Grantor and Grantee enter into this Agreement by using the electronic signature of the Grantor and the return to the Grantor by the Grantee of a copy of this agreement in PDF format including the scanned signature of the Grantee by one of its authorised officers. For the avoidance of doubt the parties confirm and agree that no original

hardcopy wet ink signature is required to be given by the Grantor in order for this Agreement to enter into force.

3.2 Payment of Grant

- 3.2.1** The Grant shall be paid to the Grantee following completion of the Pre-Conditions (Part 2) and in accordance with the provisions on Payment in the Special Conditions.
- 3.2.2** The Grant shall be paid at the sole discretion of the Grantor, and the Grantor reserves the right to withhold payment of any instalment of the Grant, or to divide the grant into a greater number of instalments as may be required.
- 3.2.3** Each payment of the Grant or any instalment of the Grant shall be made into the designated Bank Account of the Grantee.
- 3.2.4** Payments are subject to compliance with all conditions outlined in the Agreement.

3.3 Covenants

The Grantee hereby covenants to the Grantor that it shall comply at all times with the terms of this Agreement and further covenants that, for the duration of the Control Period:

- 3.3.1** The Grantee shall use the Grant in a cost efficient and financially prudent manner solely for the purposes of the Project as agreed with the Grantor and pursuant to the provisions of this Agreement, and shall deliver the Project and expend the Grant within the Delivery Period.
- 3.3.2** The Grantee shall operate and deliver the Project on an on-going basis to a satisfactory standard (including, to the sole satisfaction of the Grantor, delivery of all outputs and targets as contained in the Application and/or the Special Conditions, as agreed during the appraisal process or as otherwise agreed with the Grantor), shall maintain sufficient management capacity to operate the Project and shall implement and adhere to appropriate corporate governance standards.
- 3.3.3** The Grantee shall not, without the prior written consent of the Grantor, subcontract the operation of the Project (or any part of it) or alienate, assign, part with the possession or otherwise dispose of, mortgage or charge any property or other asset forming part of the Project or used in connection with the Project or the subject of expenditure of the Grant.
- 3.3.4** Where applicable the Grantee shall not, without the prior written approval of the Grantor, change its name, ownership, or executive control. The Grantee shall notify the Grantor prior to changing its membership or its directors.
- 3.3.5** The Grantee shall comply at all times with all applicable laws including but not limited to all obligations that have established by EU law, national law, collective agreements and without limitation all legal and regulatory requirements applicable to the Grant and the Project. The Grantee shall be responsible for compliance with all statutory requirements of an employer and without prejudice to the generality of the foregoing shall be solely responsible in law for the operation of its business.

- 3.3.6** The Grantee shall ensure that all and any necessary consents and/or licenses for any software, instrument, modality or methodology are obtained and in place before use for the purposes of this Agreement and to enable it to operate and deliver the Project and to operate its business and shall not commit any act or omission which might invalidate, breach or otherwise impair the effect of any such consents, approvals, authorisations, licences or permissions. The Grantee hereby indemnifies the Grantor and shall keep and hold the Grantor harmless from and in respect of all and any losses (whether direct, indirect or consequential) liability, damages, claims, costs or expenses which arise by reason of any breach of third party Intellectual Property Rights in so far as any such rights are used for the purposes of the Project and this Agreement.
- 3.3.7** The Grantee shall comply with all reasonable requests and directions of the Grantor and/or the Department relating directly or indirectly to the Project, the Programme and the use of the Grant.
- 3.3.8** The Grantee shall (within its accounting records and its audited accounts) separately record all monies received (including the Grant), and all monies expended or liabilities incurred relating directly to the project either by way of a separate bank account or exclusive cost centre code. The Grantee shall ensure that their audited financial statements are prepared, approved and submitted to the Grantor six months after the financial year end in accordance with all relevant Government Circulars in issue or to be issued within the lifetime of this contract including [DPER Circular 13/2014](#).
- 3.3.9** The Grantee will maintain an effective audit trail to identify all income and expenditure received relating to the project which will satisfy the requirements of the Healthy Ireland Fund requirements.
- 3.3.10** The Grantee shall fully document all matters pertaining to the Project, and the operation of the project's business, and as directed by the Grantor, shall furnish to the Grantor, the Department, (or any nominee of any of them), copies of any document pertaining to the operation and delivery of the Project or its business, including but not limited to its annual audited accounts, accounting reports (including, without limitation, reconciliations of such reports with the audited accounts) accounts, books, participant records, monitoring information, Programme records, reports and documentation (in both paper and electronic form) relating to the Project and the Grant (**Information**). The Grantee shall retain all Information in such a manner as to provide precise details of the Project at any time.
- 3.3.11** The Grantee shall permit the Grantor, the Department, and their respective staff and agents (or any nominee of any of them) immediate access to the Project or any property owned or occupied by the Grantee, or where Information is stored, for the purpose of inspecting and assessing operation and delivery of the Project and compliance with this Agreement (**Access**). For the avoidance of doubt the Grantor, the Department, and their respective staff and agents (or any nominee of any of them) shall be permitted to inspect and copy Information when exercising their right of Access.
- 3.3.12** The Grantee shall answer any queries reasonably raised arising from any exercise of rights of Information or Access to the sole satisfaction of the Grantor, the Department, or their nominee (as applicable).
- 3.3.13** The Grantee shall provide all reasonable assistance required to enable the Grantor and/or the Department to comply with their obligations under the Freedom of Information Act 2014 ("FOI Act"). In circumstances where the Grantor is subject to the Freedom of Information Act 2014 or the European Communities (Access to Information on the Environment) Regulations 2007 to 2014, then in the event of the Grantor receiving a request for information related to this Agreement, the Grantor shall consult with the Grantee in respect of the request. The Grantee shall identify any information

that is not to be disclosed on grounds of confidentiality or commercial sensitivity, and shall state the reasons for this sensitivity. The Grantor will consult the Grantee about this confidential or commercially sensitive information before making a decision on any request received under the above legislation.

- 3.3.14** The Grantee shall not use or expend any portion of the Grant in circumstances which would represent a Conflict of Interest without the prior written authorisation of the Grantor. A Conflict of Interest shall mean any "Registerable Interest" which could materially influence the Grantee in relation to the performance of the Project by reason of the fact that it might impinge, or might reasonably be deemed by others to impinge, on the Grantee's impartiality in decision making in relation to the Project or the expenditure of the Grant. The term Registerable Interest shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available upon request).
- 3.3.15** The Grantee shall inform the grantor immediately on the discovery of or suspicion of fraud on part of or any other person involved with the Grantee.

Each of the covenants contained in this General Condition 3.3 shall be a **Covenant**.

3.4 Warranties

The Grantee hereby warrants to the Grantor that as of the date of this Agreement and for the duration of the Control Period:

- 3.4.1** The Grantee has full power and authority to enter into and perform this Agreement which constitutes or when executed will constitute legally binding obligations on the Grantee in accordance with its terms.
- 3.4.2** The Application and all Information provided by the Grantee pursuant to the provisions of this Agreement are true, accurate and complete.
- 3.4.3** The Grantee shall comply with the provisions of this Agreement, and with all applicable laws and legal and regulatory requirements applicable to the Grant, the Project, and the operation of its business.
- 3.4.4** The Grantee has obtained and shall maintain all necessary consents, approvals, authorisations, licences or permissions required to enable it to comply with its obligations pursuant to the provisions of this Agreement and to deliver the Project and operate its business, and is in full compliance with all necessary filings with all applicable registries including but not limited to the Companies Registration Office and the Revenue Commissioners.

3.4.5 The Grantee has undertaken (or shall undertake, as applicable) all reasonable and appropriate checks on individuals employed by the Grantee and on contractors, suppliers or third parties appointed by the Grantee in relation (directly or indirectly) to the Project to determine their suitability (and where relevant their qualifications) for the Project and shall inform the Grantor immediately upon any discovery of or the suspicion of any fraud occurring in relation to (1) the Grant or the Project or (2) any individual or entity engaged in connection with the Project or the Grant.

3.4.6 No employee or director of the Grantee, or other individual engaged by the Grantee in respect of the Project or the operation of the project's business is subject to any restriction which prevent him from holding office; or,

3.4.6.1 Has committed any act which might reasonably be thought to adversely affect the operation or delivery of the Project; or,

3.4.6.2 Has committed any fraudulent act or any criminal activity, which in the sole opinion of the Grantor may adversely affect the operation or delivery of the Project.

Each of the warranties contained in this General Condition 3.4 shall be a **Warranty**.

3.5 Performance, Verification and Audit

3.5.1 For the purposes of assessing the performance of the Grantee, the operation and delivery of the Project and compliance by the Grantee with this Agreement, the Grantee shall permit the Grantor and the Department at all reasonable times, to enter any property owned or occupied by the Grantee and exercise powers of audit over all grant beneficiaries, contractors and sub-contractors who receive grant funding, and to inspect and take copies of any accounts, books and all other records relating directly or indirectly to the project and/or the use by the Grantee of the Grant.

3.5.2 The Grantee shall permit the Comptroller and Auditor General, under Section 8 of the Comptroller and Auditor Amendment Act 1993, to exercise powers of audit over all grant beneficiaries, contractors and sub-contractors who receive funding to inspect and take copies of accounts, books and all other records where the grant aid received from the Government of Ireland constitutes not less than fifty percent of the Grantee's annual budget.

3.5.3 The Grantee shall permit the Grantor, the Department and/or its agents undertake management verification and spot checks of project activities.

3.5.4 If any Event of Default is established following any Audit, the Grantor may, at its sole discretion, terminate this Agreement and/or impose Sanctions.

3.6 Insurance and Indemnity

3.6.1 The Grantee shall retain and shall maintain all insurances adequate and necessary to operate and deliver the Project, to operate its business and to cover all liabilities of the Grantee arising in relation to the Project and pursuant to this Agreement, including but not limited to employer's liability insurance, public liability insurance and cyber liability Insurance. The Grantee undertakes to advise

the Grantor forthwith of any material change to its insured status, to produce proof of current premiums paid upon request from the Grantor and where required produce valid certificates of insurance for inspection.

3.6.2 The Grantee hereby indemnifies and shall keep indemnified the Grantor, and the Department from and against all actions, claims, proceedings, costs, damages, demands, liabilities, legal costs, expenses and any other liabilities howsoever arising including directly or indirectly from any act or omission of the Grantee, its employees, servants or agents in connection with the Grant, the Project or this Agreement including (but not limited to) where any element of the Project is carried out on its behalf by a third party.

3.6.3 If any assets of the Grantee necessary for the operation or delivery of the Project are damaged or destroyed, the Grantee shall notify the Grantor of such damage or destruction and shall repair, replace or reinstate such assets to the reasonable satisfaction of the Grantor and shall apply any insurance monies received in respect of such assets for such purpose and make good any deficiency out of its own funds.

3.6.4 The Grantor's total liability including liability in contract, tort (including negligence), misrepresentation, for breach of statutory duty or otherwise) pursuant to the provisions of, or in connection with this Agreement shall be limited to such portion of the Grant which has not yet been paid to the Grantee.

3.6.5 The Grantor, the Department, shall not be liable for:

3.6.5.1 any indirect, special or consequential loss or damage of any nature whatsoever; or

3.6.5.2 economic loss or damage; or

3.6.5.3 loss or damage of any nature whatsoever suffered by third parties (including in incidental and punitive damages); or

3.6.5.4 any loss of actual or anticipated sales, profit, interest, revenue, savings or business opportunity or any loss or damage to goodwill or reputation.

3.6.6.1 Nothing in this Agreement shall limit or exclude the Grantor's liability for:

3.6.6.2 death or personal injury caused by the Grantor's negligence; or

3.6.6.3 fraud or fraudulent misrepresentation; or,

3.6.6.4 any matter in respect of which it would be unlawful to for the Grantor to exclude or restrict liability.

3.7 Events of Default

Each of the events contained in this General Condition 3.7 shall be an **Event of Default**:

3.7.1 The Grantee commits any breach of this Agreement.

3.7.1.1 The Grantee commits any breach of any Warranty or Covenant.

3.7.1.2 An order is made or an effective resolution is passed or a petition is presented for the dissolution or winding up of the Grantee or a liquidator, receiver, examiner, or administrator or similar is appointed to or over the whole or any part of the assets of the Grantee or the Grantee enters into an arrangement with its creditors or any of them or the Grantee is struck off the Register of Companies or the Grantee commits an act of bankruptcy or is declared bankrupt or a distress or execution order is levied or served upon any of the property or assets of the Grantee and is not paid off within thirty days or the Grantee ceases to operate any part of the Project or the Grantor has reasonable grounds to believe that any of the events listed in this General Condition 3.7.1.3 are threatened or are imminent or likely to occur;

3.7.1.3 Any employee or director of the Grantee or other individual engaged by the Grantee in respect of the Project or the operation of the project's business:

(i) becomes subject to any restriction which prevents him from holding office which might reasonably be thought to adversely affect the operation or delivery of the Project;

(ii) commits any act which might reasonably be thought to adversely affect the operation or delivery of the Project; or,

(iii) commits any fraudulent act or any criminal activity which might reasonably be thought to adversely affect the operation or delivery of the Project.

3.7.1.4 The Grantee fails, refuses or neglects to operate the Project to a satisfactory standard or to demonstrate satisfactory on-going progress in relation to operation or delivery of the Project (to be determined at the sole discretion of the Grantor, and in accordance with the provisions of the relevant Special Conditions (if any)).

3.7.1.5 The Grantee fails, refuses or neglects to comply within a reasonable time with any recommendation or report arising from any Audit.

3.7.1.6 Any Audit carried out in respect of the Grant or pursuant to the provisions of this Agreement results in a finding of any fraud or other irregularity (to be determined at the sole discretion of the Grantor or the other entity carrying out the Audit).

3.7.1.7 Any Audit carried out in respect of the Grant or pursuant to the provisions of this Agreement results in Recovery being made by the Grantor.

3.7.1.8 Any other event occurs which the Grantor in its absolute discretion considers might or does adversely affect the ability of the Grantee to operate or deliver the Project or its business and/or to comply with its obligations hereunder.

3.8 Sanctions

- 3.8.1** Upon the occurrence of an Event of Default the Grantor may, at its sole discretion, impose any Sanction.

3.9 Decommittal

- 3.9.1** The Grantor may, by notice in writing, withdraw any portion of the Grant not paid to the Grantee in which case the Grantee shall have no further right to any such portion of the Grant (**Decommittal**). The Grantor may exercise its right of Decommittal in the following circumstances:

3.9.1.1 Upon the occurrence of an Event of Default, or

3.9.1.2 In the event that the Grantor determines, at its sole discretion, that the Grantee does not require any portion of the Grant in order to operate and deliver the Project.

3.10 Termination

- 3.10.1** Upon the occurrence of an Event of Default the Grantor may, by notice in writing, terminate this Agreement (**Termination**).
- 3.10.2** For the avoidance of doubt, Decommittal occurs automatically upon Termination.
- 3.10.3** Termination shall not prejudice or affect any rights of action or remedy which shall have accrued or shall thereupon accrue to the Grantor nor any provision of this Agreement which is intended to survive Termination.

3.11 Recovery

- 3.11.1** Upon Termination pursuant to the provisions of General Condition 3.10, the Grantee shall immediately on demand repay to the Grantor, all or any portion of the Grant already received by the Grantee (**Recovery**).
- 3.11.2** Any sums which are subject to Recovery shall be recoverable from the Grantee.

3.12 Refunds

- 3.12.1** Any portion of the Grant received by the Grantee but not expended, to the sole satisfaction of the Grantor, on the Project pursuant to the provisions of this Agreement shall be immediately on demand be repaid to the Grantor (**Refund**).

3.13 Retention of Records

- 3.13.1** The Grantee shall maintain complete and accurate books of account and records of all receipts and payments and all supporting documentation in respect of the use of the grant in an easily accessible manner for the defined Retention period for this Agreement.

3.14 Freedom of Information, Data Protection and Pobal Maps

- 3.14.1** Information provided by the Grantee to the Grantor as outlined in clause 3.3.13 above, may be disclosed by the Grantor in response to a request under the Freedom of Information Act 2014. See [Pobal FOI Policy](#).
- 3.14.2** All parties are subject to the data protection and privacy laws of Ireland and the European Union, in particular, Regulation (EU) 2016/679, known as the EU General Data Protection Regulation ("GDPR"). Subject to the aforementioned data protection legislation, the Grantee shall retain all Programme information for the Retention period of this Grant Agreement.
- 3.14.3** The Grantee is a data controller in their own right, in respect of data which is collected for their own purposes.
- 3.14.4** The Grantee must ensure that they have a robust data protection policy and procedures in place to ensure they are fully compliant with data protection legislation. The Grantor reserves the right to seek evidence from the Grantee in respect of data protection compliance.
- 3.14.5** Where relevant, the Grantee may collect the relevant data from project participants having informed them as to how their personal information is to be used and for what purpose, who has access to it and how the sharing of that information will impact upon them. The Grantee shall advise project participants who the data controllers are and how to make contact for specific requests relating to their data including access to, rectification, blocking and erasing of data.
- 3.14.6** The Grantee, where relevant, will provide project participants the information set out in Articles 13 and 14 of the GDPR [General Data Protection Regulation EU No 2016/679] and will obtain explicit consent from project participants to the processing of special categories of personal data within the meaning of Article 9 of the GDPR.
- 3.14.7** The Grantor is a data processor acting on behalf of the Department. In compliance with the data protection legislation, all application forms and personal information furnished to the Grantor will be kept only for lawful purposes. The Grantor will use the personal data so furnished for the purposes for which it has been collated, including processing the Grantee's application, the performance of obligations or rights under any agreement which the Grantor may enter into with the Grantee or for general administration purposes.
- 3.14.8** Personal data shall not be disclosed by the Grantor for any reason incompatible with the purpose for which it is kept. Personal data will only be stored whilst relevant and will not be disclosed to any

person other than the Department, unless the Grantor is required to do so by law. All due security measures will be taken by the Grantor to ensure the safeguarding of information.

- 3.14.9** Information provided to the Grantor may be included on the geographical information system used by the Grantor (**Pobal Maps**), on the Grantor's website or in publications of the Grantor.

3.15 Force Majeure

- 3.15.1** A 'Force Majeure Event' means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Affected Party which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Grantee (or Subcontractor or agent) places of business.

- 3.15.2** In the event of any failure, interruption or delay in the performance of either Party's obligations (or of any of them) resulting from any Force Majeure Event, that Party ("the Affected Party") shall promptly notify the other Party in writing specifying:

1. the nature of the Force Majeure Event;
2. the anticipated delay in the performance of obligations;
3. the action proposed to minimise the impact of the Force Majeure Event;

and the Affected Party shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the other Party, provided always that the Affected Party shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

- 3.15.3** In the event that Force Majeure continues for 45 calendar days either Party shall have the right to terminate this Agreement at (14) fourteen days written notice.

- 3.15.4** In circumstances where the Grantee is the Affected Party, the Grantor shall be relieve from any obligation to make payments under this Agreement save to the extent that payments are properly due and payable for obligations actually fulfilled by the Grantee in accordance with the terms and conditions of this Agreement.

3.16 Disputes

- 3.16.1** For the purposes of this agreement, and specifically for the purposes of this General Condition [3.15], a Dispute means any difference or dispute arising out of or in connection with this Agreement or the performance, validity or enforceability of it, including issues or events occurring during the term of this Agreement or post-termination of it, and for the avoidance of doubt specifically includes any differences or disputes relating to:-

- a) Decisions by the Grantor to refuse or disallow items of expenditure which may be paid or used out of the Grant; and
- b) Decisions by the Grantor to withhold some or all off the Grant or to operate a De-committal (under General Condition[3.9]) impose Recovery (under General Condition [3.11]) or to require a Refund (under General Condition [3.12]).

3.16.2 For the purposes of the Agreement the procedure for the resolution of a Dispute is as follows:-

- a) Informal discussion and attempted resolution between the parties;
- b) If the parties are for any reason unable to resolve the Dispute within 5 working days of commencing the informal discussions at [3.15.2] (a), the formal discussions shall commence between a senior officer of the Grantor and a senior officer of the Grantee. This attempted resolution may be undertaken by way of discussions, emails, meetings or a combination of these.
- c) If the parties are for any reason unable to resolve the Dispute within 10 working days of commencing the formal discussions at [3.15.2] (b), the provisions of the Grantor's Appeals Procedures shall apply.

3.16.3 Governing Law and Jurisdiction: This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including Disputes as defined above and any non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland. Save for any matters governed by dispute resolution procedures in this General Condition 3.15, each party irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims).

3.16.4 Nothing in the above clauses 3.15.1 – 3.15.3 shall prevent, preclude, delay or postpone the Grantor from determining that there has been an Event of Default (under General Condition 3.7), from imposing any Sanction (under General Condition [3.8]), from immediately operating or imposing a De-committal (under General Condition [3.9]), from terminating this agreement (under General Condition [3.10]), or from seeking and requiring Recovery (under General Condition [3.11]) or a Refund (under General Condition [3.12]), and the Grantee accepts and agrees that such actions of the Grantor under General Conditions [3.1 – 3.16] may take effect pending the dispute resolution procedures set out in this General Condition [3.15], and the Grantee further accepts and agrees that any redress to which it may be entitled following the resolution of a Dispute (which Dispute concerns or has an effect on any action taken by the Grantor under General Conditions [3.1 – 3.16]) may be retrospective in nature.

3.17 Miscellaneous Provisions

3.17.1 Nothing in this Agreement shall constitute a partnership, joint venture or establish a relationship of agency between the parties. Neither the Grantor or the Department shall be, or be deemed to be, an employer of the Grantee or of any beneficiaries or employees of the Grantee and the Grantee

does not have the authority to enter into any obligation on behalf of the Grantor, or the Department or to bind the Grantor, or the Department in any way.

- 3.17.2** This Agreement may only be varied by an instrument in writing signed by or on behalf of both parties. However, the Grantor shall be entitled to assign or novate the benefit and burden of this Agreement as it sees fit. The Grantee shall not be entitled to assign the benefit or burden of this Agreement without the prior written consent of the Grantor.
- 3.17.3** The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law. Failure, refusal or neglect by the Grantor to exercise any right or remedy provided pursuant to the provisions of this Agreement or by law, or to enforce any provisions of this Agreement shall not constitute a waiver of that provision or of any right or remedy, nor shall it preclude or restrict the further exercise of that provision or of any other right or remedy.
- 3.17.4** If at any term or provision herein is found to be illegal or unenforceable for any reason, then such term of provision shall be deemed severed and all other terms and provisions shall remain in full force and effect.
- 3.17.5** The Grantee acknowledges that the assistance, support and advice provided by the Grantor is not to be regarded as a substitute for professional advice and that the Grantor accepts no responsibility, and the Grantee agrees that Grantor has no liability, for any actions taken or omitted as a consequence, direct or indirect, of the assistance, support or advice offered or provided.
- 3.17.6** 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.
- 3.17.7** This Agreement embodies the entire agreement and understanding between the parties hereto and supersede all prior statements, representations, agreements and understandings relating to the subject matter hereof.
- 3.17.8** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original and which together shall have the same effect as if each party had executed the same document.
- 3.17.9** References in this Agreement to the Grantor shall incorporate, where the context so admits, agents, employees and nominees of the Grantor, as well as its successors and assigns.
- 3.17.10** Any notice required or permitted to be given hereunder shall be given in writing to the address set out for each party in the Cover Sheet and shall be deemed to have been duly given seventy two hours after the same shall have been posted.

PART 4 – DECLARATIONS OF THE GRANT AGREEMENT

4.1 Public Procurement Declaration

4.1.1 Summary Public Procurement Guidelines

Applicants must adhere to public procurement requirements in line with S.I. No. 284/2016 European Union (Award of Public Authority Contracts) Regulations 2016 and supplier tax compliance requirements. Further information on public procurement is available at www.procurement.ie and the Office of Government Procurement publication titled “Public Procurement Guidelines for Goods and Services”.

Please note:

- **For goods/services less than or equal to €5,000 (excl VAT) – you must source ONE written quote.**
A copy of the quote must be submitted to Pobal.
- **For goods/services greater than €5,000 (excl VAT and less than or equal to €25,000 (excl. VAT) – you must source THREE written quotes.**
A copy of all 3 quotes must be submitted to Pobal.
- **For goods/services in excess of €25,000 (excl VAT) – a formal tendering process via etenders.gov.ie is required.**
A copy of the RFT, Evaluation Report, Scoring Matrix and all related tenders must be submitted to Pobal.

If you are purchasing second hand equipment, it will be necessary for you to forward a declaration stating:

- At no point during the last ten years has the property/equipment been in receipt of European Community grants or of public funding, and
- That the price of the property/equipment does not exceed the market price, and
- That the equipment complies with all applicable norms and standards and has all the necessary technical considerations for the operation concerned.

4.1.2 Retention of Records

Subject to the Data Protection and privacy laws of Ireland and the European Union, in particular Regulation (EU) 2016/679, known as the EU General Data Protection Regulations (GDPR) save in respect of personal data, you should keep on your own files all reports, records, accounts and other documentation (i.e. all quotations, tenders, accounting books and records etc.) relating to the Project and/or the use by you of the grant monies. These shall be maintained, for at least 7 years after the end of the delivery period, unless otherwise stated in section 3.13 of this Grant Agreement. In no circumstances should any of the financial documentation be destroyed or otherwise disposed of without the prior consent of Pobal or the Department. In addition records must be kept in accordance to the rules on record keeping and retention of records under Regulation 84 of S.I. No. 284/2016 - European Union (Award of Public Authority Contracts) Regulations 2016.

4.1.3 Conflict of Interest

A conflict of interest can be described as any form of personal interest, which may impinge, or might reasonably be deemed by others to impinge, on an individual's impartiality in decision-making. Registrable Interest is defined in Section 2 of the Ethics in Public Office Act, 1995 (as amended) and includes an interest such as a relative or connected person.

Applicants should be particularly aware of potential conflicts of interest in the tendering process and should have appropriate procedures in place to avoid them.

4.1.4 Value for Money

Value for money should be a key consideration in purchasing goods and services i.e. obtaining the Most Economically Advantageous Tender (MEAT).

A competitive process carried out in an open, objective and transparent manner can achieve the Most Economically Advantageous Tender (MEAT) in public procurement.

4.1.5 Declaration of adherence to Public Procurement Guidelines/Conflict of Interest/Value for Money

By signing the acceptance form (Part 5 of this Grant Agreement) we confirm we have read and understand the guidelines for public procurement and the competitive process for community groups and other voluntary entities funded under Pobal managed programmes and agree the following:

- All goods/services will be purchased/procured in line with the Office of Government Procurement publication titled "Public Procurement Guidelines for Goods and Services".
- There will be no conflict of interest between us and our suppliers of the goods and/or services paid from this funding.
- All documents e.g. quotes, invoices, receipts, contracts etc. will be retained on site 7 years after the last instalment of the grant.

4.2 Declaration of Bank Account details for Electronic Funds Transfer

Name of Company/Organisation _____
Company/Organisation Address _____
Contact Name _____
Contact Number _____
Contact Email (to send Remittance) _____
Tax Reference No. (attach TRN if available) _____

I wish to nominate the following Bank Account into which all payments due from POBAL will be transferred:

Bank Account Name _____
Bank Account Number _____
Sort Code _____
Bank Address _____
BIC/Swift Code _____
IBAN Number _____

4.2.1 Declaration

By signing the acceptance form (Part 5 of this Grant Agreement) we confirm **THAT THE BANK ACCOUNT NOMINATED FOR POBAL FUNDING as detailed above:**

1. Has been set up by Officers (Directors) of your Company/Organisation, exercising their duties as Directors/Officers of the Company/Organisation; and
2. Is held by the Company/Organisation listed above and not created in the name of any other entity, organisation or private individual.

4.3 DECLARATION OF AUTHORISED SIGNATORIES

Pobal require a minimum of two authorised signatories to sign all documentation or correspondence submitted to Pobal in respect of this Grant Agreement. These signatories must be approved by your Board of Directors.

Whilst a minimum of two authorised signatories is required by Pobal, the actual number agreed can be more, however, it is imperative that at least one signatory is a member of your Board of Directors.

However for Children and Young Person's Services Committees (CYPSC) the Chairperson of the CYPSC and the Chairperson or CEO for the lead organisation should be included as authorised signatories. **And for Local and Community Development Committees (LCDC)** the Chairperson of the LCDC and the relevant authorised staff member for the Local Authority (e.g. Chief Officer) should be included as authorised signatories.

Please detail all approved authorised signatories in the table below:

NAME	POSITION	Authorised Signatory

PART 5 – ACCEPTANCE OF THE GRANT AGREEMENT

IN WITNESS of which the Grantor and the Grantee have executed this Grant Agreement on the date specified in Part 1.

IN ACCEPTANCE OF THIS GRANT AGREEMENT we the undersigned are agreeing to all conditions, clauses and declarations as outlined in Parts 2, 3 and 4 of this Grant Agreement.

Signed for and on behalf of and with the authority of:

POBAL:

SIGNATURE	
NAME	PAUL SKINNADER
POSITION	EXECUTIVE DIRECTOR, COMMUNITY SUPPORTS AND SERVICES DIRECTORATE
DATE	19th September 2018

Signed for and on behalf of and with the authority of:

Waterford City & County Council:

NOTE: THE GRANT AGREEMENT MUST BE SIGNED BY:

For Children and Young Person's Services Committees (CYPSC):

The Chairperson of the CYPSC and the Chairperson or CEO for the lead organisation should sign the grant agreement.

For Local and Community Development Committees (LCDC):

The Chairperson of the LCDC and the relevant authorised staff member for the Local Authority (e.g. Chief Officer) should sign the grant agreement.

SIGNATURE (1)	
NAME	
POSITION	
DATE	
SIGNATURE (2)	
NAME	
POSITION	
DATE	

Note: The Grantee must return a signed copy of this agreement in PDF format including the scanned signature of the Grantee (as per clause 3.1.5 - Part 3 of this Grant Agreement).