

**Free Pre-School Year in Early Childhood Care and Education (ECCE) Scheme**

**General Conditions of Grant Funding Agreement**

**Grantee Name:** \_\_\_\_\_

**Grantee Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Pre-School Service Name:** \_\_\_\_\_

**Pre-School Service Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1. Interpretation.**

1.1. The Grantor shall mean the Minister for Health and Children (“the Minister”).

1.2. The payment of grant monies by the Grantor to the Grantee shall be for the provision of a free Pre-School Year in Early Childhood Care and Education (ECCE) to children eligible under the scheme for this service, as defined in Appendix 1 of this Agreement, referred to in this Agreement as the Pre-School Service. Administration of this scheme shall be the responsibility of the Office of the Minister for Children and Youth Affairs (OMCYA)

**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) providing information to the satisfaction of the Grantor on the internal procedures for expenditure and financial control in relation to the grant monies pursuant to clause 7 below.

### **3. Terms and Conditions of grant.**

3.1 The grant monies shall be used to provide a free Pre-School year in Early Childhood Care and Education (ECCE), as defined in Appendix 1 of this Agreement, to eligible children attending the Pre-School Service.

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 of the Agreement.

3.3. The Grantee shall be a limited company, a sole trader, a partnership or a Board of Management of a primary school.

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 monies 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 should 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 relating directly or indirectly to the use of the grant monies in connection with the Pre-School Service.

3.7 The Grantee has confirmed its status to the Grantor. The Grantee will 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 Minister. 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.

### **4. Undertakings and Warranties.**

4.1. The Grantee agrees to comply with all relevant legal and regulatory requirements, including, without limitation, the Child Care (Pre-School Services) (No. 2) Regulations 2006, employment legislation, the Equal Status Acts 2000 to 2004, health and safety legislation and data protection in the operation of the Pre-School Service.

4.2. The Grantee shall undertake all reasonable and appropriate checks on individuals 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 regulatory requirements regarding Garda vetting. The Grantee further warrants that the premises and facilities are suitable for use as a pre-school service and warrants that all relevant guidelines (including but not limited to "Children First"), regulations and legislation are complied with. The Grantee undertakes in the operation of the Pre-School Service to comply with the principles and guidelines comprised within "Children First".

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 a current Tax Clearance Certificate issued by the Revenue Commissioners and evidence of the relevant qualifications 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 grant monies 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 grant monies shall be subject to the Grantee verifying compliance with this condition by provision of a fees policy, as required, to its City or County Childcare Committee.

4.5. 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:

4.5.1 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 scheme;

4.5.2 the competency of the Grantee, its staff or agents; or

4.5.3 the stability of any structure or soundness of any materials used or the adequacy of its purpose of any buildings or facility.

## **5. Operation of Service.**

5.1. The Grantee agrees to provide a free Pre-School Service in Early Childhood Care and Education (ECCE) for qualifying children in their pre-school year which consists:

(a) of 3 hours per day for 5 days a week over 23 weeks (111 days) during the period January to June 2010;

(b) subject to the agreement of the Grantor, of 3 hours 30 minutes per day for 4 days a week over 25 weeks (95 days) during the period January to July 2010;

(c) of 2 hours 15 minutes per day for 5 days a week over 34 weeks (148 days) during the period January to August 2010;

(d) subject to the agreement of the Grantor, of 3 hours 45 minutes per day for 3 days a week over 34 weeks (89 days) during the period January to August 2010; or

(e) of the provision referred to at (a) and either (c) or (d);

whichever has been agreed with the Grantor.

5.2. Where a Pre-School Service is being provided to a child:

- i) as part of a service referred to under (c) or (d) above, and
- ii) 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.

Where the Pre-School Service ceases to be provided to a child in the circumstances set out in this clause 5.2 or in other exceptional circumstances, any monies paid by the Grantor to the Grantee for the provision of the Service shall be returned to the Grantor.

## **6. Payment Terms.**

6.1. Subject to the provisions of clause 6.2, payment of the grant will be made by the Grantor in instalments at the start of each quarter or according to the relevant payment period.

6.2. Should the Grantee not adhere to the conditions of this Agreement, the decommital (withdrawal) and recovery procedures will apply. The rules governing decommital and recovery procedures are set out in Appendix 2 of this Agreement.

6.3. The Grantee may receive grant monies under this Agreement and under an Agreement in respect of the Community Childcare Subvention Scheme (CCSS). However, where the Grantee receives grant monies as a result of the provision of the Pre-School Service to a child qualifying under this Agreement, it may not at the same time and in respect of the same Term, receive grant monies for the provision of a service under the Agreement in respect of the CCSS.

6.4. Where the Grantee is in receipt of grant monies under this Agreement and under an Agreement in respect of the CCSS, the grant monies payable to it under this Agreement shall be factored in when determining the payment of any additional monies under the CCSS, over and above those it would qualify for under that scheme in the absence of the transitional rate in 2010, in the manner set out by way of examples in Appendix 3 of this Agreement.

6.5 Where the Grantee is in receipt of grant monies under this Agreement and is also in receipt of grant monies determined on a notional basis under an Agreement in respect of the CCSS, the grant monies payable to it under this Agreement shall be taken into account when making payment of such notional grant monies.

## **7. Access and Reporting Requirements.**

7.1. The Grantee shall within its accounting records separately record all monies received relating directly or indirectly to the operation of the Pre-School Service, including

any grant monies it may receive from the Grantor under the Community Childcare Subvention Scheme (CCSS).

7.2. The Grantee shall ensure that all financial records relating to monies received and monies expended in relation to the operation of the service, including the Pre-School Service and the CCSS, are available to the Grantor, on request. Annual accounts should be prepared and be available to the Grantor on request within four months (or such later date, if any, as may be agreed) of the end of the Grantee's financial year.

## **8. Right of Verification and Audits.**

8.1. The Grantee shall, on request by the Grantor (or his / her representatives), made in writing and giving reasonable notice, 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. The Grantee shall allow access to relevant financial and other records for this purpose.

## **9. Term and Termination.**

9.1. This Agreement shall cover the period of Pre-School Service provision agreed between the Grantee and the Grantor in respect of the Term from January to August 2010 only (the Term).

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. 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 if any one or more of the following events occurs:

- (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.

9.3. 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.

9.4. Each party's further rights and obligations shall cease immediately on termination of this Agreement, but termination of this Agreement shall not prejudice any accrued rights, interests and obligations of either party, which may have arisen on or before the date of termination.

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

## **10. Insurance and Indemnity.**

10.1 The Grantee will for the duration of this Agreement effect any necessary employer's liability insurance, public liability insurance and insurance against damage to or loss of equipment or facilities (including the Pre-School Service) which form part of the subject matter of this Agreement.

10.2 The Minister 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 Minister in regard to any such actions.

## **11. Retention of Records.**

11.1. The Freedom of Information Acts 1997 and 2003 apply to this Agreement.

11.2 The Grantee agrees to maintain compliance with the Data Protection Acts 1998 and 2003 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 or omissions of Governments or other competent authority, 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 promptly notify the other party of the estimated extent and duration of such inability to perform its obligations and upon the cessation of the event of Force Majeure the Affected Party shall notify the other party of such cessation.

12.3. If the event of 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 it 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. The Grantee shall not be or in any way represent itself to be an agent of the Grantor and does not have the authority to enter into any obligation on behalf of the Grantor or to bind the Grantor in any way.

14.3. This Agreement may only be varied by an instrument in writing signed by or on behalf of both parties.

14.4. 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.

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

14.6. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or

(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

14.7. 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.

14.8. 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.

**Certificate of Acceptance**

I have read and fully understand the terms and conditions of this Agreement. I confirm that the terms and conditions will be complied with fully on an ongoing basis. I also confirm that I am authorised to enter into this Agreement.

I hereby confirm my agreement that acceptance of the first payment made by the Grantor under this Agreement shall constitute and shall be deemed to so constitute consideration for the terms and obligations set out in this Agreement.

**Where applicable**, I hereby agree to the variation of the terms and conditions of the CCSS Scheme in the manner set out at clause 6.4 of this Agreement and as confirmed accepted and acknowledged by Pobal in letter dated 2<sup>nd</sup> September 2009 and attached to this Agreement (Appendix 4) which shall be treated as constituting all actions, consents, confirmations, agreements and undertakings required under the CCSS Scheme.

**Signed on behalf of the Grantee:** \_\_\_\_\_

**Name (Block Capitals):** \_\_\_\_\_

**Position (Block Capitals):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Incorporated Title of Pre-School Facility (Block Capitals):**  
\_\_\_\_\_

**Signed on behalf of the Grantor:** \_\_\_\_\_

## APPENDIX 1

### **General Terms and Conditions governing participation in the free Pre-School Year in Early Childhood Care and Education (ECCE) Scheme.**

1. Participating services must be notified to the Health Service Executive (HSE) as a pre-school service and have an agreed contract with the Minister for Health and Children. During the period January 2010 to August 2010, services registered with the Irish Montessori Educational Board (IMEB) will be considered to meet this requirement.
2. Participating children must normally be aged between 3 years 3 months and 4 years 6 months on the 1<sup>st</sup> September of each year. (Children who are aged more than 3 years 2 months and less than 4 years 7 months at 1<sup>st</sup> September of each year will be accepted as meeting this requirement.) Exceptions will be allowed where children have been assessed by the HSE as having special needs which will delay their entry to school, or where it is appropriate to accept older children because of the enrolment policy of the local primary school.
3. Participating services must have a minimum enrolment of 8 children in their pre-school year. Subject to compliance with all other contractual requirements, exceptions will be considered in the case of:
  - services which have an enrolment of at least 8 children but, for good reason, only 3 or more are in their pre-school year while the remainder will be eligible for a pre-school year in the following year, or
  - smaller services which are considered appropriate settings for delivery of the pre-school year but, for good reason, have an enrolment of not fewer than 5 children in their pre-school year.
4. Participating services must be trading as a sole trader, partnership, limited liability company or school Board of Management, and must demonstrate tax compliance by providing a current Tax Clearance Certificate.
5. Participating services must agree to provide an appropriate educational programme for children in their pre-school year which adheres to the principles of Síolta (the National Quality Framework for Early Childhood Education). Services will be supported in meeting this requirement through the assistance of Síolta Co-ordinators, funded for this purpose, and by their local City or County Childcare Committee (CCC). Services

must agree to accept assistance visits and advice from Síolta Co-ordinators and staff of the local CCC.

6. Where the pre-school year caters for not more than 8 (in the case of full-time or part-time services) or 10 (in the case of sessional services) children, it must be delivered by a Pre-School Year Leader. Where the pre-school year caters for 9 to 16 (full-time and part-time services) or 11 to 20 (sessional services) children, it must be delivered by a Pre-School Year Leader assisted by a childcare worker.

Where the numbers of children attending the pre-school year warrant the presence of a third staff member, that person must be a Pre-School Year Leader. Where a fourth staff member is required, the fourth person can be a childcare worker, and so on.

7. Pre-School Year Leaders must hold certification of a major award in childcare/early education at a minimum of level 5 on the National Framework of Qualifications of Ireland (NFQ) or an equivalent nationally-recognised qualification or a higher award in the childcare/early education field. During the first 2 full years of the scheme, the qualification requirement will be considered to be met where a person can demonstrate that he or she has achieved a certification for an award in early childhood care and education that includes significant content relating to early childhood education/early learning and child development and has at least 2 years experience of working in a position of responsibility with children in the 0-6 age range.
8. Where all the Pre-School Year Leaders in a sessional playschool service providing the pre-school year hold a childcare or early years education-related qualification at level 7 or level 8 on the National Framework of Qualifications (NFQ), and have 3 years experience of working in the pre-school sector, and where all Pre-School Assistants in the service hold a certification for a major award in childcare/early education at a minimum of level 5 on the NFQ, or an equivalent nationally-recognised qualification, or a higher award in the childcare/early education field, a higher capitation fee will apply.
9. Services will be paid a capitation fee for eligible children enrolled and attending its service at the start of each term or applicable period and can participate in the scheme on the basis of a number of options:
  - A playschool sessional service will be required to provide a pre-school service for 3 hours per day, five days a week for 38 weeks (183 days) per year, in return for a capitation fee of €64.50 per week, or €75 per week where the higher capitation fee referred to in paragraph 8 applies. (During January/June 2010, the capitation grant will be payable in respect of 23

weeks). *Where for good reason a sessional service is unable to operate over 5 days, consideration will be given to allowing it to participate in the scheme 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 service will be required to provide the pre-school year over 41 weeks (157 days) and references to 38 week services should be taken as applicable to these services.*

- A full or part-time day care service will, normally, be required to provide a pre-school service for 2 hours 15 minutes per day, five days a week for 50 weeks (241 days) per year, in return for the capitation fee of €48.50 per week. The provision of a pre-school service for 3 hours 45 minutes per day, 3 days a week for 50 weeks (149 days) per year, in return for the capitation fee of €48.50 per week may be accepted as an alternative to 2 hours 15 minutes per day for 5 days each week. (During January/August 2010, the capitation grant will be payable in respect of 34 weeks.)

10. Arrangements for the pre-school provision may vary as follows:

A full or part-time service may choose to provide a sessional service over 38 weeks of a year (or 2 sessional services each day) while a sessional service may choose to provide 2 hours 15 minutes per day over 50 weeks. Where a service proposes to participate in the scheme by providing a 38 week service and a 50 week service, a separate application form should be completed for each service type.

11. In all cases, participating services must provide the relevant pre-school year service free to parents in return for the applicable capitation grant, and parents should be given access to the service where their child only attends the pre-school element of the service. Services may, however, charge parents for additional options as follows:

- hours which are additional to the free pre-school year requirement. In the case of a full or part-time service, the service will offer additional hours to the pre-school provision which they will charge for. In the case of a sessional service operating for 5 days per week, an additional 30 minutes per day may be offered as an additional option which can be charged for. A part-time service within the 38 week model can offer up to 2 hours per day as an additional option which can be charged for;
- Additional optional services can also take the form of various one-off or on-going activities or services such as outings, birthday parties, food, or specific teaching resources such as dance or music.

*Note: Services must ensure that parents are informed that their agreement to additional hours or to any optional extras is not compulsory*

*and that agreement is not a condition of initial or continued enrolment, and that appropriate programme- based activities are provided to children not participating in an optional activity where this takes place during the required period of pre-school provision. Booking deposits may be requested from parents provided that the deposit is not more than twice the weekly capitation fee applicable to the service, and provided it is repaid to parents by the end of January 2010.*

12. All places provided by the service under the scheme must meet the requirements in terms of length per day, days per week and weeks per year. It is not mandatory that children attend every day. However, with the exception of children with special needs for whom attendance of not more than 3 days a week may be appropriate, services should prioritise places for children where parents indicate that they intend to avail of the place for at least 4 days each week. With the exception of children with special needs, as referred to above, services should not enrol children under the scheme on the basis of providing a part place (i.e. where more than one child share one place and each attends for a number of days per week). However, during January/August 2010, where a service already has children enrolled in part places (i.e. where more than one child share one place and each attends for a number of days per week), this will be accepted under the scheme on the basis of a pro-rata capitation grant (i.e. the grant will be calculated by reference to the total number of children attending each day rather than the total number of children attending per week). Should additional capacity arise in the service during this period (e.g. a child leaves to take up a full pre-school year place in another service), the additional capacity must be made available to another child or children already attending the service.
  
13. Services wishing to participate in the free Pre-School Year (ECCE) scheme during January/August 2010 will be required to complete all contractual requirements and have a contract in place with the Office of the Minister for Children and Youth Affairs (OMCYA) by November 2010. A later date may be permitted where the OMCYA deems it appropriate. Contractual requirements will include requirements governing record-keeping, accounts and audit procedures. Services which enter into contract with the OMCYA for the Pre-School Year (ECCE) scheme will be required to comply with the conditions and terms of the contract. Services participating in the scheme will be required to make an electronic return to the OMCYA in January 2010 (the precise format of which will be notified to services in due course) giving the details as required in respect of each child enrolled in the service for whom a capitation fee is being claimed.

## APPENDIX 2

### Decommittal and Recovery Rules and Procedures

#### DECOMMITAL

**Decommittal procedures will be initiated in the following circumstances:**

##### **Rule 1 Failure to sign Contract**

1.1 Failure on the part of a Grantee to sign a contract within two months of the issue of a letter of grant offer or by 1<sup>st</sup> December 2009, whichever is the earlier date.

##### **Rule 2 Failure to comply with financial and statutory obligations, and/or meet management/governance standards**

2.1 Failure to comply within a reasonable time with any recommendations arising from the internal and/or external financial control mechanisms i.e. audit or financial verification checks of the Pre-School Year Scheme. Examples of this may include:

- Grantees who are considered not to have spent funding for the purpose intended by the grant offer;
- Grantees who have undergone audit and/or verification processes and are considered to have consistently poor financial management and record keeping;
- Grantees who have not materially complied with their contractual obligations.

2.2 Failure on the part of a Grantee to comply with the statutory obligations associated with the development and management of a childcare facility.

2.3 Failure on the part of a Grantee to comply with the material obligations associated with the grant offer and corresponding contract.

2.4 Failure on the part of the Grantee to demonstrate management capacity to operate the service and/or manage the contractual requirements of the grant.

2.5 Failure on the part of the Grantee to adhere to and implement appropriate governance standards.

##### **Rule 3 Decision of Grantee not to proceed with a project or part of project**

3.1 A Grantee is contractually obligated to remain open for the contract period (January to August 2010) . The closure of the facility before this end date will result in all or part thereof of funding being decommitted and recovery procedures being implemented

#### RECOVERY

1. Where a decision has been taken by the Grantor to decommit funding approved to a Grantee for the purpose of providing the pre-school year, any funding which has been paid to the Grantee and which is not considered by the Grantor to have been used appropriately for the purposes of providing the pre-school year, shall be subject to recovery.

2. The Grantor shall, in the first instance, attempt to obtain the formal agreement from the grantee to repay the amount in question.

3. Except where the Grantor considers there are valid grounds not to pursue full legal recovery, he / she will commence legal action to recover the funding decommitted where:

(a) agreement on a repayment schedule is not reached with the grantee within 3 months of the decommital;

(b) agreement on a repayment schedule has been achieved but repayment has not commenced within 6 months of the decommital;

(c) repayment has commenced but the grantee defaults on the schedule of repayments.

### APPENDIX 3

#### Manner and example of calculation of payment of grant pursuant to clause 6.4

Examples of the way grant monies payable to a Grantee under this Agreement will be factored in to the determination of grant monies payable under an Agreement in respect of the CCSS to which the transitional rate for 2010 applies.

These examples apply only where the Grantee is subject to:

- (a) this Agreement; and
- (b) an Agreement in respect of the CCSS where, in 2010, the Grantee will be paid not less than 75% (the "transitional rate") of the grant monies it was eligible for in 2007 under a previous Agreement in respect of the Equal Opportunities Childcare Programme (EOCP) staffing support scheme.

#### Example 1

A:	Grant monies payable to the Grantee under the EOCP staffing support scheme in 2007:	€75,000
B:	Grant monies in respect of the CCSS based on the transitional rate (75%) in 2010:	€56,250
C:	Grant monies in respect of the CCSS which, in the absence of the transitional rate, Grantee would qualify for in 2010:	€80,000
D:	Grant monies payable to the Grantee under this Agreement in 2010:	€49,000
E:	Grant monies payable to the Grantee under (C) plus (D):	€129,000

As the total grant monies payable to the Grantee under this Agreement and its Agreement in respect of the CCSS (E) are less than the amount which would be payable on the basis of the transitional rate (B), €129,000 will be payable.

#### Example 2

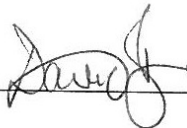
A:	Grant monies payable to the Grantee under the EOCP staffing support scheme in 2007:	€75,000
B:	Grant monies in respect of the CCSS based on the transitional rate (75%) in 2010:	€56,250
C:	Grant monies in respect of the CCSS which, in the absence of the transitional rate, the Grantee would qualify for in 2010:	€18,000
D:	Grant monies payable to the Grantee under this Agreement in 2010:	€24,500
E:	Grant monies payable to the Grantee under (C) plus (D):	€42,500

As the total grant monies payable to the Grantee under this Agreement and its Agreement in respect of the CCSS (E), are less than the amount which would be payable on the basis of the transitional rate (B), €56,250 will be payable.

## Appendix 4

It is hereby accepted by Pobal that the terms of the Agreement between Pobal and the Grantee in respect of services to be provided by the Grantee and grant monies payable to the Grantee therefore under the Community Childcare Subvention Scheme (CCSS), shall be varied in the manner provided for in the Agreement between the Minister for Health and Children and the same Grantee in respect of services to be rendered and grant monies payable for the period from January to August 2010, under the Pre-School Year in Early Childhood Care and Education (ECCE) scheme.

Signed on behalf of Pobal:

  
\_\_\_\_\_

Designation:

\_\_\_\_\_ Programme Manager \_\_\_\_\_

Date:

\_\_\_\_\_ 02.09.09 \_\_\_\_\_

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