



Feidhmeannacht na Seirbhíse Sláinte
Health Service Executive

And

[THE PROVIDER]

GRANT AID AGREEMENT

Section 39 Health Act 2004

1. Introduction

- 1.1 This agreement is intended to set out the basis on which the Health Service Executive will provide a grant to ● (name of Organisation) for the purposes set out in Schedule 1.
- 1.2 This agreement contains the terms and conditions which will apply to any grant the Health Service Executive makes to voluntary and community agencies/organisations and any other organisations receiving funding under Section 39 of the Health Act 2004. Agencies/organisations awarded a grant by the Health Service Executive on the basis of a grant aid application must accept and agree to these terms and conditions before any grant is paid.
- 1.3 In this agreement the 'Executive' means the Health Service Executive, the 'Organisation' means the agency/organisation being offered grant aid, 'Grant' refers to the grant aid funding provided by the Executive and 'Participant' means a person who participates in the activities or is in receipt of services provided by the Organisation.
- 1.4 The person who signs this agreement on behalf of the Organisation must be authorised to do so and will usually be either the chair, or a senior officer/staff member.
- 1.5 If the Organisation fails to meet these terms and conditions, or cannot satisfy the Executive that it is meeting them at any time, the Executive may revoke, suspend or cancel the Organisation's Grant. The Organisation may also be liable to repay all or any portion of the Grant already paid.
- 1.6 Much of the agreement relates to the good governance of the Organisation. Recipients are expected to adhere to good corporate governance practice. Organisations in receipt of a Grant over €50,000 must complete a 'Governance Self-Evaluation Questionnaire'. For further information and assistance with governance issues, please contact the Executive.

2. General

- 2.1 This agreement will commence on [-----] and will end on [-----].
- 2.2 The Organisation shall not commit to spending any of the Grant before the Executive confirms in writing to the Organisation that the Grant has been agreed.
- 2.3 Subject to the terms and conditions set out in this Agreement, the Executive shall pay a grant to the Organisation in the amount of € ●, in accordance with the payment schedules set out in Section 9.
- 2.4 The Organisation must use the Grant only for the purpose set out in 'Service Specification Schedule' (Please refer to Appendix 1) unless prior written permission to do otherwise is received from the Executive.
- 2.5 The Executive may fund all or a part of the grant aid application and may in some cases attach special conditions to the Grant in addition to those in this agreement.

Special conditions may be attached so that the Executive can ensure the Grant is properly used. Any special conditions will be set out in section 10 of this document.

- 2.6 The Organisation will comply with all applicable laws in its use of the Grant.
- 2.7 The Organisation must furnish the Executive with a valid (i.e. current) Tax Clearance Certificate or a Charitable Status number (from the Revenue Commissioners) (whichever is applicable) at any time upon request. No payment of the Grant shall be made by the Executive without a valid tax clearance certificate or valid CHY number and the Organisation must therefore provide the Executive with a new certificate or number, as appropriate, upon its expiry.
- 2.8 The Organisation must not use the Grant for any of the following:
 - (a) to directly support or promote any political party or in connection with any activities that could reasonably be viewed as supporting or promoting a political party;
 - (b) campaigns whose primary purpose is to obtain changes in the law or related Government policies, or campaigns whose primary purpose is to persuade people to adopt a particular view on a question of law or public policy (although this does not affect the Organisation's right to utilise other sources of funding to raise awareness of issues or to run campaigns on issues of public policy directly related to the Organisation's work); or
 - (c) activities designed to promote religion, or for the provision of activities or services which cannot be availed of without participation in religious activities.
- 2.9 In the event of activities not proceeding or progressing to the satisfaction of, or within the time scale agreed with, the Executive, the Executive retains the right to seek repayment of (and the Organisation shall repay) such full or proportionate amount of the Grant as the Executive may determine.
- 2.10 The Executive shall not be liable for any expenditure in excess of the Grant amount.
- 2.11 The Organisation will comply with the legislative provisions regarding protected disclosures of information set out in Part 9A of the Health Act 2004 and with any procedures of the Executive established pursuant to section 55H of that Act.

3. **Management**

- 3.1 The Organisation must have a governing document (e.g. rules, constitution, memorandum and articles etc.) and must adhere to the terms of that governing document. The Organisation must supply a copy of the governing documents to the Executive upon request and inform the Executive in advance of any proposed changes to the governing document and in particular of any changes to the aims or purposes or membership rules of the Organisation and of any payments to members of the Organisation or its governing body. The Executive reserve the

right to withdraw or reduce the Grant in the event of any material changes to the nature, activities or management of the Organisation.

- 3.2 The Organisation will hold regular meetings of its governing body (the management committee, board or executive) and keep accurate records of these meetings. The Organisation will adhere to the arrangements for appointment, election or selection of its governing body specified in its governing document.
- 3.3 The Organisation must avoid 'conflicts of interest'. The Organisation, its governing body, members and employees must not use their position or influence to gain advantage for themselves or others in respect of or arising out of the services provided pursuant to this Agreement.
- 3.4 The Organisation will notify the Executive where there is a change in the officers or management of the Organisation (e.g. chairperson, treasurer or secretary) or to the Organisation's external financial auditors (where applicable).
- 3.5 The Organisation undertakes to have sufficient insurance coverage in respect of all services or activities it delivers when using the Grant. The extent and adequacy of the insurance cover is a matter for the Organisation and its insurance advisers.
- 3.6 The Executive will not be liable in respect of any loss damage claim cost injury or death whatsoever arising out of or in connection with the provision of services or activities by the Organisation whether contemplated by this Agreement or otherwise.
- 3.7 The Organisation agrees to maintain clear policies and procedures for the protection and safeguarding the welfare, of children, young people and vulnerable adults and shall comply with all legal requirements and national guidelines in respect of child protection, protection of vulnerable adults and reporting of actual or suspected abuse. The Organisation is responsible for the monitoring and suitability of all staff, employees and volunteers and undertakes to ensure that persons with access to children or vulnerable adults in the course of their activities are adequately vetted (including clearance by the Garda Síochána, where appropriate). The Organisation will provide evidence to the Executive of its compliance with this Clause upon request.
- 3.8 The Executive and the Organisation are committed to protecting participants, whose safety is of paramount importance. The Organisation should ensure that participants are aware of their right to be free from abuse (mental, physical, emotional, sexual and financial). The Organisation shall also establish and maintain a formal protection from abuse policy and complaints procedure that is accessible to all participants / advocates and carers.
- 3.9 The Organisation shall promptly take all necessary steps to fully investigate any allegation by any person of inappropriate or illegal behaviour by any employee, officer, volunteer or agent of the Organisation in respect of a participant.
- 3.10 In the event of any employee, officer, volunteer or agent of the Organisation having behaved illegally, wrongfully or inappropriately, whether by act or

omission, in respect of a participant or the Organisation becoming aware of any allegation or complaint that any such person has behaved in such a manner in respect of a participant, the Organisation shall take all necessary actions (including disciplinary action if appropriate) in respect of such person to ensure safety and protection of the participant and participants generally and report the matter to all relevant authorities.

4. **Financial procedures**

- 4.1 The Organisation agrees to maintain proper governance and accounting arrangements and systems and practices to assist it with the proper management and administration of its finances. This must include:
- (a) Maintaining a bank account in the name of the Organisation (with appropriate bank mandates) to receive the Grant;
 - (b) Income and expenditure reports for the Organisation's work (including regular checks or reconciliation by the Organisation against its annual budget);
 - (c) Regular reporting to the Organisation's governing body (including the provision of up to date financial and budgetary information on the Organisation);
 - (d) Arrangements for paying taxes and pensions as appropriate;
 - (e) Wherever possible making payments by cheque or electronic transfer;
 - (f) Arrangements for the secure handling and accurate recording of petty cash; and
 - (g) Adopting appropriate financial procedures relating to cash receipts and income collection.
- 4.2 The Organisation must provide evidence of expenditure in respect of the Grant upon the request of the Executive. The Organisation must retain these records for the period of time required by relevant legislative requirements or for a minimum period of three years. At the request of the Executive the Organisation will provide the Executive with reasonable access to accounts, data, and records of all transactions arising out or related to the purpose of the Grant.
- 4.3 The nature of the Organisation's accounts may vary according to the size and nature of the Organisation and the requirements of its governing documents and the Organisation will ensure that its accounts are examined or audited in accordance with relevant legal, regulatory and accountancy requirements and practices, as appropriate. The Organisation will ensure that the Grant (and expenditure related thereto) is separately identified in its accounts.
- 4.4 **Organisations with a yearly total income or total expenditure equal to or less than €150,000:**

The Organisation must submit a set of annual accounts (which includes an income and expenditure account and a balance sheet-if applicable) to the Executive within **six** months of the Organisation's financial year-end. These must be signed and dated by the Organisation's chairperson, secretary and treasurer and approved by the Organisation's governing body. It is not necessary to have these accounts independently audited.

4.5 Organisations with a yearly total income or total expenditure in excess of €150,000:

The organisation must submit annual accounts (including an income and expenditure and a balance sheet). These accounts must be independently audited not later than nine months following the end of the relevant financial year by a person who is qualified to be appointed as an auditor pursuant to section 187 of the Companies Act and these audited accounts must be submitted to the Executive within **ten** months of the Organisation's financial year-end.

4.6 Any changes to the Organisation's bank account details must be notified to the Executive immediately.

4.7 The Executive may require the Organisation to seek its advance written approval to sell or dispose of any asset or equipment where the Grant has been used to purchase or improve the asset or equipment. The Executive may attach a condition to any such sale or disposal that the Organisation must repay all or part of the Grant used to purchase or improve the asset or equipment. The condition may be included (in section 10) as a special condition of the Grant.

4.8 The Organisation will immediately notify the Executive and will ensure that all necessary notifications and actions are undertaken in the event that fraud or misappropriation is suspected or if the Organisation becomes aware of circumstances suggesting fraud or misappropriation within or, in respect of, the Organisation or its activities or arising out of the Grant. The Organisation shall cooperate with any directions of the Executive in this regard.

5. Equality

5.1 The Organisation undertakes to comply with the Equal Status Acts 2000 to 2004; the Employment Equality Acts 1998 and 2004, the Disability Act 2005 and all legal obligations in respect of equal opportunities and the Organisation must establish and maintain appropriate structures and systems to ensure it complies with its obligations.

5.2 The Organisation will not discriminate on the grounds of gender, marital or family status, age, race, religion, disability, sexual orientation or membership of the Traveller Community.

5.3 Without prejudice to clause 5.1 or 5.2, the Organisation may target some or all of its activities at specific groups, where its intention is to address discrimination or social exclusion.

6. Employment Practices

- 6.1 The Organisation is responsible for the employment and recruitment of staff and will comply with its statutory employment obligations including obtaining any necessary clearance from the Garda Síochána.
- 6.2 For the avoidance of doubt, the Organisation shall be solely responsible for any and all remuneration (including pension arrangements) and making all statutory deductions in respect of its remuneration of employees or staff and remitting such deductions in a timely manner to the relevant authorities. The Executive shall be under no obligation or liability in respect of the Organisation's staff or employees.

7. **Monitoring and accounting for the activities**

- 7.1 The Organisation must, if required, be able to demonstrate to the Executive that:
 - (a) it is carrying out the work funded by the Grant as described in its grant aid application; and
 - (b) is providing a quality service.
- 7.2 The Organisation must keep records of any complaints received from users and staff and shall provide reports on any complaints received to the Executive upon request.
- 7.3 The Organisation shall safeguard personal data of individuals in compliance with the Data Protection Acts 1988 and 2003.
- 7.4 The Organisation will provide any information as may be reasonably requested by the Executive from time to time. The Organisation shall co-operate with any review or reporting arrangements, as may be set out in Appendix 1.
- 7.5 The Organisation will permit the Executive reasonable access to the Organisation's premises, personnel and records and shall permit the Executive to carry out inspections of same and observations of the Organisation's activities and shall cooperate with and respond to queries of the Executive in respect of the Grant, the use of the Grant, validation of expenditure and the Organisation's activities.
- 7.6 The Executive may make such enquiries, visits or inspections in addition to the normal monitoring arrangements where it has serious concerns about the Organisation or its use of the grant and the Organisation shall comply with any such enquiries, visits or inspections.
- 7.7 The Organisation will acknowledge and quantify the Executive's Grant in the Organisation's annual report, in its accounts and in any publicity or other written material produced by or on behalf of the Organisation in relation to the activities funded (wholly or partly) by the Grant.
- 7.8 The Organisation agrees to co-operate with the National Lottery Company and/or the Executive where they may engage in publicity of selected beneficiaries.
- 7.9 The Freedom of Information Acts 1997 & 2003 (the "Acts") apply to the Executive. In the event that any information, data or materials held or prepared by

the Organisation are required by the Executive pursuant to a request for information under the Acts the Organisation will ensure that any such materials are supplied promptly to the Executive for consideration under the Acts. The Executive shall have no liability for any disclosure made by it in accordance with the requirements of the Acts.

7.10 At the end of the year, the Chairperson of the Organisation must submit a written statement certifying that the Grant was spent for the purposes intended.

8. **Contacts, Dispute Resolution and Review**

8.1 The Officer nominated by the Executive to deal with the grant is:

Name: _____

Title: _____

Telephone Number: _____

The Officer nominated by the Organisation to deal with the grant is:

Name: _____

Title: _____

Telephone Number: _____

8.2 Any issues arising for the Organisation in respect of the Grant should be discussed firstly with the Executive's nominated officer. Any matters which are not resolved at that level should be the subject of a formal written letter to:

Name: _____

Title: _____

Telephone Number: _____

8.3 The Executive accepts that difficulties and disputes within the Organisation are the responsibility of the Organisation's governing body. However, if such problems are likely to affect activities supported by the Executive's Grant the Organisation will notify the Executive and inform the Executive of any action that the Organisation is taking as a result.

8.4 The Executive reserves the right to review the Grant and/ or the Agreement at any time in particular where the Executive is of opinion that

- (a) The Organisation is failing to meet these terms and conditions;
- (b) The Organisation is failing to carry out the activities that the Executive agreed to fund;
- (c) The Organisation uses or used the Grant for a purpose that the Executive has not agreed to;

- (d) The Organisation provided misleading or inaccurate information during the application process or the term of the Grant Aid agreement;
- (e) Any member of the Organisation’s governing body, staff or volunteers has acted or is acting dishonestly, inappropriately or negligently in relation to the Organisation during the term of the agreement; or
- (f) The Organisation is at risk of closing down, becoming insolvent, going into liquidation or becoming unable to pay debts as they fall due.

8.5 The Executive will give the Organisation reasonable opportunities to respond to any concerns raised by a review. The Executive will endeavour to reach an agreed approach with the Organisation in respect of any review and the necessary actions arising.

8.6 However should agreement not be possible, the Organisation will provide all information requested by the Executive. The Executive may decide to terminate the Agreement and cancel the Grant and require the Organisation to make appropriate repayments to the Executive in respect of the Grant. In the event of termination by the Executive, the Executive shall notify the Organisation in writing of the termination of the Agreement and provide details of any requirements to repay the Grant.

9. Funding

Subject to the foregoing conditions the Executive shall make payment of the Grant to the nominated bank account of the Organisation on or after ● (specify date or period/ dates/ number of agreed instalments where appropriate).

10. Special Conditions

Any special conditions attached to this grant are set out below:

11. Confirmation and Execution

I confirm that I am authorised to sign this Agreement on behalf of ● (Name of Organisation).

I understand that by signing this Agreement I am committing the Organisation to comply with these terms and conditions.

I accept and agree on behalf of the Organisation to the conditions in this Agreement and affirm that the Organisation is duly authorised to enter into and perform this Agreement.

Signed on behalf of the Organisation

First Name
.....
Surname
.....
Position in Organisation
.....
Date
Contact number

Signed on behalf of the Executive

First Name
Surname
Position in Organisation
.....
Date
Contact number

APPENDIX 1 *Service Specification Schedule*

Organisational Overview

Provide details of the Organisation that is to receive the Grant award. This may include the Organisation's mission, objectives and current activities.

Purpose for Use of the Grant

This section should specify details of the health and personal social services which will be provided by the Organisation in consideration for the Funding (as set out in Clause 9) provided by the Executive.

Client Group

Provide details of the target Client group(s) that will benefit from the funding.

Reporting Schedule (Timetable)

Complete the Timetable schedule below stating the submission of performance data and other relevant returns. Review arrangements may also be specified.

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