

**Training and Employment Childcare Programmes  
General Conditions of Grant Funding Agreement (the “Agreement”)  
Programme Calls 2018-2019**

**1. Interpretation.**

1.1. “Annual Accounts” for the purposes of this Agreement means annual reports and accounts where the Registered Provider is obliged to prepare and return annual accounts to the Companies Registration Office (“CRO”). Where the Registered Provider is not required to prepare and return annual reports and accounts to the CRO, annual accounts means suitable financial statements that are an accurate record of income and expenditure, in compliance with the requirements set out by the Grantor.

1.2. “The Childcare Service” means the services provided by the Grantee (defined in sub-clause 1.6 below) in accordance with the TEC Programmes (defined in sub-clause 1.7 below).

1.3. “The Grant” means the payment(s) made by the Grantor (defined in sub-clause 1.5 below) to the Grantee for the provision of a subsidised Childcare Service, as provided for in Appendix 1 of this Agreement, to children of qualifying parents as set out in Appendix 1. Administration of the TEC Programmes shall be the responsibility of Pobal and/or the Grantor.

1.4 “Pobal” refers to a company limited by guarantee of this name, which is also a registered charity. Pobal have been appointed as agent of the Minister and acts on the Minister’s behalf in relation to their agreed roles.

1.5. “The Grantor” means the Minister for Children and Youth Affairs, including her successor and assigns (“the Minister”).

1.6. “The Grantee” means the service provider who shall be a limited company, a sole trader, designated activity company, a School Board of Management or a partnership.

1.7. The Training and Employment Childcare (“TEC”) programmes comprise of three separate childcare programmes covered by the terms of this Agreement. Each of the TEC Programmes has different criteria and capitation rates applicable. Grant Funding Agreements for the individual TEC Programmes will be entered into online via the Programmes Implementation Platform (PIP). A Grantee will be in contract for the individual TEC childcare programmes once the online grant funding agreement process for each of the individual programmes has been completed.

The three TEC childcare programmes (the “TEC Programmes”) covered under this Agreement are:

- i) Childcare Education and Training Support (“CETS”);
- ii) After-school Childcare (“ASCC”); and
- iii) Community Employment Childcare (“CEC”).

1.8. “Circular 13/2014” means Department of Public Expenditure and Reform Circular 13/2014 entitled Management of and Accountability for Grants from Exchequer Funds (including any interpretations or clarifications of such requirements issued by the Department of

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

1.9. "PSP" means the Programme Support Payment

1.10 "PIP" means Programmes Implementation Platform; the online interactive system for the administration of all childcare programmes.

1.11. "Term" means a one year period from the date of commencement of the Training and Employment Childcare Programme on 27/08/2018, pursuant to this Agreement or such further period as necessary pending the introduction of the Affordable Childcare Scheme ("ACS"), or such similarly worded scheme, to be introduced pursuant to legislation to be enacted in 2018 which will replace the CCS Programme.

## **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 including but not limited to complying with all reporting requirements of Pobal;
- (b) Designating a named bank account to be used in connection with the operation of the Childcare Service and making any necessary arrangements to enable payment of the Grant or any instalment to be transferred to such by electronic transfer;
- (c) Being verified as compliant with all National and EU taxation laws by Pobal and / or the Grantor in advance of any due payment date;
- (d) Providing information to the satisfaction of the Grantor on the internal procedures for expenditure and financial control in relation to the Grant pursuant to clause 7 below; and
- (e) Verifying compliance with the conditions set out in sub-clause 4.4 by below by uploading to PIP by 15 September 2018, a fees list and service calendar which will be subject to review by the Grantor and/or the City/County Childcare Committees (CCCs)

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

3.1. The Grantor shall set the terms of the ACS rollout and the conditions under which this grant agreement will wind down.

3.2. The Grant shall be used to provide a subsidised childcare service to qualifying parents of children attending the Childcare Service, on the basis of the terms and conditions set out in Appendix 1 of this Agreement.

3.3. The TEC Programmes shall be operated by the Grantee in accordance with the application for the Grant and in compliance with the terms and conditions of this Agreement. The Grantee hereby acknowledges and agrees to comply with the terms and conditions of this Agreement as set out in Appendix 1.

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

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

3.6. The Grantee shall be either:

- (i) A full-day service and/or a half-day service operating within the time periods required by this Agreement (as set out in the '*Rules for Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*' referenced in sub-clause 4.8 below)), which is also participating in either the community childcare subvention programme, the community childcare subvention (private) programme or the early childhood care and education programmes administered by the Grantor and / or Pobal; or
- (ii) A Grantee providing an after-school service for children attending primary school, within the time periods required by this Agreement (as set out in the '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*' document, referenced in sub-clause 4.8 below).

3.7. The Grantee shall ensure that the operation of the TEC Programmes 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 TEC Programmes and/or the use by the Grantee of the Grant shall be maintained and made available for inspection on request, for a minimum of 7 years after the termination or expiry of this Agreement for whatsoever reason. In no circumstances shall any financial documentation be destroyed or otherwise disposed of without the prior written consent of the Grantor.

3.8. The Grantee shall comply with all reasonable requests and directions of the Grantor, or representatives or agents of the Grantor, relating directly or indirectly to the use of the Grant in connection with the TEC Programmes.

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

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

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

3.12. The Grantee shall provide an e-mail address, a contact address and a contact telephone number to be used for communications from the Grantor in relation to the TEC Programmes.

3.13 The Grantee shall submit information relating to the operation of the TEC Programmes via PIP directed by the Grantor, or by Pobal.

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

4.1. The Grantee agrees to comply with all relevant legal and regulatory requirements, including, without limitation, regulations made under the Child Care Act 1991(as amended, including by the Child and Family Agency Act, 2013), planning legislation, fire safety legislation, employment legislation, the Equal Status Acts 2000 to 2015, health and safety legislation and the Data Protection Acts 1988 and 2003, the Children First Act, 2015, and

General Data Protection Regulation 2016 (the “GDPR”), in the operation of the TEC Programmes.

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 TEC Programmes to determine their suitability, including any regulatory or statutory requirements regarding Garda vetting, including but not limited to the provisions of the National Vetting Bureau (Children and Vulnerable Persons) Act, 2012. The Grantee further warrants that the premises and facilities are suitable for use as a childcare service and warrants that all regulations and legislation are complied with as well as the Children First Act, 2015’ and the associated ‘*Children First National Guidance for the Protection and Welfare of Children*’ guidelines The Grantee undertakes in the operation of the Childcare Service, to comply with the principles and guidelines comprised within the “Children First Act 2015” including the requirement to develop and make available a Child Safeguarding Statement.

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

4.4. The Grantee warrants that it will provide qualifying parents using the Childcare Service with the applicable subsidised childcare, in return for the Grant received from the Grantor. This does not preclude the Grantee from providing chargeable services in addition to the TEC Programmes, provided they are offered on an optional basis.

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

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

4.6.1. Whether or not the TEC Programmes operated by the Grantee is of a standard that adequately meets the stated aims and objectives of the Grant Programme;

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

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

4.7. The Grantee must be familiar with the contents of the document ‘*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*’, available on both the Grantor’s website ([www.dcy.a.ie](http://www.dcy.a.ie)) and on Pobal’s website ([www.pobal.ie](http://www.pobal.ie)), and the ‘*TEC ‘How To’ Guide for Service Providers*’, available on the Pobal website. These documents contain comprehensive details relating to the operation of the TEC Programmes. The Grantee is required to comply with the administrative procedures outlined in such guides, which may be updated or amended from time to time as deemed necessary by the Grantor. The Grantor and/or Pobal and/or the CCCs shall notify the Grantee of any changes to such guides via email and / or PIP. The Grantee shall access PIP on a regular basis, to ensure they are aware of any changes made to such guides.

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

4.9. The Grantee agrees to maintain up to date child registration information on PIP in compliance with the *Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*, the *TEC How to Guide for Service Providers* and any additional requirements of PIP.

## **5. Operation of Childcare Services.**

5.1. The Grantee agrees to use the Grant provided, to provide subsidised childcare to qualifying parents of children attending the Childcare Service, on the basis of the criteria set out in Appendix 1 of this Agreement.

5.2. Where one or more of the TEC Programmes is being provided to a child and, where the parent ceases to pay the agreed parental contribution (to the maximum of the rate outlined), a Grantee may cease to provide a Childcare Service to that child. The Grantee undertakes to inform parents of this provision prior to children being enrolled in the Childcare Service.

5.3. Where the Childcare Service ceases to be provided to a child in the circumstances set out in sub-clause 5.2, or in other exceptional circumstances, the Grant in respect of that child may be withdrawn by the Grantor and any monies paid by the Grantor to the Grantee for the provision of the Pre-School Service for a period beyond the date of cessation shall be returned to the Grantor.

5.4. Where the Childcare Service ceases to be provided to a child because the parent has exercised the right to remove the child from the Pre-School Service for any reason, monies paid in excess of the monies due in respect of that child by the Grantor to the Grantee for the provision of the Pre-School Service shall be returned to the Grantor in accordance with the *Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes* as well as the *TEC How to Guide for Service Providers*, both available on Pobal's website ([www.pobal.ie](http://www.pobal.ie)).

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

## **6. Payment Terms.**

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

6.2. Where the Grantee receives the Grant as a result of the provision of the Childcare Service to a child qualifying under this Agreement, it may not simultaneously receive the Grant for the provision of a service to that child, in respect of the same time of day, under an Agreement in respect of the Community Childcare Subvention ("CCS") programme, the Community Childcare Subvention (Plus) programme ("CCSP"), Early Childhood Care and Education ("ECCE") programmes, Programme Support Payment, or any other childcare programme administered by the Grantor.

6.3. Where the Grantee is in receipt of grant monies determined on a notional basis under an agreement in respect of the CCS programme and is also in receipt of grant monies under this Agreement and/or the ECCE programme, the grant monies payable to the Grantee under such agreements shall be taken into account when making payment of such notional grant monies.

6.4. Where a parent/guardian opts to register a child with the Affordable Childcare Scheme who is already registered under this agreement, funding in respect of the registration under this agreement will immediately cease on the date of the child's assumption of the ACS place.

6.4.1 Where the Grantor directs that funding to the Training and Employment Childcare Programme generally will cease<sup>1</sup>, all registrations under this agreement will cease.

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

6.6. Payment of the Grant will be conditional on the requirements of this agreement being fully complied with. Pobal may, as an agent acting on behalf of the Department, withhold payment with the Department's consent where the registered provider is found to be in breach of the requirements of this agreement and the associated Rules and Procedures for Registered Childcare Providers.

## 7. Access and Reporting Requirements.

7.1 The Grantee agrees to maintain up to date child registration information on PIP in compliance with the '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*' and related information and any additional requirements of PIP

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

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

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

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<sup>1</sup> In the context of the rollout of the Affordable Childcare Scheme, which will be the successor to the TEC Scheme.

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

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

- The amount of all grants provided to the Registered Provider from any public funding source relating directly or indirectly to the operation of the Pre-School Service including the Grantor and purpose of the grant
- That all grants have been appropriately spent (in the case of the childcare grant, that it has been used per section 3.2 of this agreement) and accounted for on an individuated basis in line with the Financial Procedures, Reporting Requirements and Guidelines document to be published by the Department of Children and Youth Affairs
- Details of other funding sources relating directly or indirectly to the operation of the Pre-School Service

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

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

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

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

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

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

9.1. This Agreement may be entered into electronically and the Grantee shall be required to electronically confirm and accept the terms and conditions of this Agreement.

9.2. Nothing in this Agreement shall be construed as imposing any obligation on the Grantor to provide financial assistance of any nature to the Grantee after the Term. Save as is expressly provided for in this Agreement the Grantor shall have no financial or other obligations to the Grantee or to any other party whatsoever.

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

- (a) the Grantee, its employees, agents or any third party acting on behalf of the Grantee knowingly makes a false or misleading statement, or fails to disclose information in the course of its application (i) for the Grant or (ii) for any payment thereof, or in the provision of any information or documentation in relation to its obligations under this Agreement;
- (b) If an order is made or an effective resolution is passed for the winding up of the Grantee;
- (c) If a receiver, examiner or administrator is appointed over any of the property or assets of the Grantee;
- (d) If the Grantee shall commit a breach of any term or condition of this Agreement and, if such breach is capable of remedy, shall not have remedied it within 30 days after written notification thereof has been served on the Grantee;
- (e) If a distress or execution is levied or served upon any of the property or assets of the Grantee and is not paid off within 30 days;
- (f) If the Grantee shall cease or threaten to cease to operate all or a substantial part of the Childcare 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 Childcare Service and/or to comply with its obligations under this Agreement.

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

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

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

9.7. Subject to the provisions of sub-clause 9.3, this Agreement may be terminated by either party by serving 3 months written notice to the other party. For greater certainty, neither party shall be entitled to any additional amounts or compensation in the event that this Agreement is terminated in accordance with this sub-clause.

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

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



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

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

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

11.2. The Grantee agrees to maintain compliance with the Data Protection Acts 1988 and 2003, the GDPR 2016, and other relevant statutory provisions and guidance that may be issued by the Data Protection Commissioner for Ireland from time to time and will comply with all obligations at law.

## **12. Force Majeure.**

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

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

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

## **13. Non-assignment/Sub-contracting.**

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

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

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

## **14. General.**

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

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

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

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

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

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

## APPENDIX 1

### General Terms and Conditions governing participation in TEC Programmes

1. The Grantee must have an agreed contract with the Minister for Children and Youth Affairs and be:
  - (a) registered with the Child and Family Agency (Tusla) and have a satisfactory level of compliance with Regulations made under Part VIIA of the Child Care Act 1991 (as amended, including by the Child and Family Agency Act 2013),
  - Or
  - (b) A service which is limited to the care, outside of normal school hours, of children who are attending primary school (a "school age service").
2. Administration of the TEC Programmes shall be the responsibility of the Grantor and/or Pobal.
3. The Grantee must be trading as a sole trader, partnership, limited company or be a School Board of Management. The Grantee must demonstrate tax compliance by providing their tax reference number, together with their tax clearance access number. By supplying these numbers the Grantee acknowledges and agrees that Pobal and/or the Grantor has the permission of the Grantee to verify its tax cleared position online.
4. The Grantee must provide an e-mail address to be used for communications from the Grantor or Pobal in relation to the Childcare Service. The Grantor and Pobal reserve the right to communicate important information, including information relating to payments, electronically.
5. The Grantee must have access to facilities that enable them to conduct business online and a dedicated PIP user account in order to participate in the TEC Programmes. The Grantee shall administer the TEC Programmes entirely via PIP. The Grantee shall access Pobal's website ([www.pobal.ie](http://www.pobal.ie)) to ensure that they are familiar with the most up to date online programme administration procedures and guidelines as contained in '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*' as well as the '*TEC 'How to' Guide for Service Providers*', available on Pobal website ([www.pobal.ie](http://www.pobal.ie)).
6. The Grantee must provide a contact address. Where the Grantee's home address is different to the facility address, both addresses must be provided (this does not apply where the Grantee is a limited company). A contact telephone number, at which the Grantee can be contacted during working hours, must also be provided.
7. The Grantee agrees to use the Grant to provide subsidised childcare places to children of qualifying parents in return for the capitation grant paid by the Grantor. The Grantee should be in a position to offer childcare for dates and times that allow the parent access to their employment placement or training course, in line with the TEC guidelines laid out in the document '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*' available on both the Grantor's website ([www.dcy.a.ie](http://www.dcy.a.ie)) and on Pobal's website ([www.pobal.ie](http://www.pobal.ie)), and the '*TEC 'How To' Guide for Service Providers*', available on the Pobal website. All places provided by the Childcare Service must meet the requirements of the parent's childcare needs in respect of their training/employment programme. Exceptions can be made only where the parent is in agreement.
8. The Grantee shall ensure that all staff working with pre-school age children in the service comply with the qualifications requirement of the CHILD CARE ACT 1991 (EARLY YEARS SERVICES) REGULATIONS 2016, as set out in Part 3, 9.4 of these regulations, being that the staff working with pre-school age children hold at least a major award in Early Childhood

Care and Education at Level 5 on the National Qualifications Framework or a qualification deemed by the Minister to be equivalent, or fulfil the requirements of Part 3, 9.6 of these regulations, which refers to arrangements made for so-called 'grandfathering declarations'.

9. Childcare places will be allocated by the Grantor, or its agents, through each CCC, for the TEC Programmes as follows:

i) Childcare Education and Training Programme (CETS)

For children of qualifying parents who are attending an Education and Training Board ("ETB")/Solas training course, an ETB VTOS educational programme, or a secondary school. The ETB and Solas will determine eligibility and will be responsible for advising qualifying parents of the availability of these places.

ii) After-school Childcare Programme (ASCC)

For school age childcare provided for children of qualifying parents who meet the eligibility criteria determined by the Department of Employment and Social Protection ("DEASP") in relation to the ASCC. The DEASP will be responsible for advising its clients of the availability of these places.

iii) Community Employment Childcare Programme (CEC)

For children of qualifying parents who are participating on the Community Employment Childcare Programme who meet the eligibility criteria determined by the DEASP in relation to part-time and after-school childcare. The DEASP will be responsible for advising its clients of the availability of these places.

10. Where it is found that a Grantee does not have adequate proof of a parent's eligibility to avail of childcare place under a relevant TEC Programmes and the childcare place has not been sanctioned by the Grantor, or its agents, payment may be ceased and repayment of funding may be required. The number of places in TEC Programmes is limited.

11. The Grantee will be paid a weekly capitation fee for each childcare place approved. The '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*' details all current capitation rates.

12. The Grantee may charge a parent a fee, to a maximum rate as indicated by the Grantor and set out in the '*Rules for the Department of Children and Youth Affairs (DCYA) Childcare Funding Programmes*'

13. The Grantee may only charge such a fee during weeks where a Grant under the TEC Programmes is ordinarily payable.

14. The Grantee shall only receive funding for the weeks in which the eligible child attends the Childcare Service.

15. The Grantee shall be paid for the duration of:

(i) the training, educational or employment programme that the qualifying parent is attending,  
or

(ii) the period of eligibility, in relation to the relevant TEC Programmes.

or

- (iii) Where the Grantor directs that funding to the TEC scheme generally will cease<sup>2</sup>, all registrations under this agreement will cease.
16. Once the parent is no longer deemed to be eligible for childcare support (including non-attendance on their course or a change in their DEASP status; payment will cease. If the Grantee is aware that a parent is no longer eligible, they must inform the CCC and/or Pobal. Where a child, funded under the relevant TEC Programme, ceases to attend the Childcare Service, for whatever reason, the Grantee must notify the CCC and/or Pobal of this immediately.
17. The Grantee shall complete all contractual requirements and have a contract in place by 24 August 2018. A later date may be permitted where the Grantor deems it appropriate.
18. The Grantee must submit a fees list (by 15th September 2018), to the Programmes Online Programmes Administration System which demonstrates that the appropriate childcare fees for qualifying parents will be applied.
- 18.1. Where the term of the Grant Funding Agreement is extended for a period, the Grantee must upload a fees list and a service calendar (at a date to be determined by the DCYA) to the PIP (PIP), which demonstrates that the appropriate reductions in childcare fees for qualifying parents will be applied. This fees list and service calendar will be subject to review by the Grantor and / or the relevant CCC.
19. Notwithstanding the foregoing, the Grantor reserves the right to review and amend any actions or policies which, in the view of the Grantor, run contrary to this Agreement.
20. The number of childcare places under the TEC Programmes is limited and, as such, this Agreement is no guarantee that places under the TEC Programmes will be allocated to the Grantee.
21. The Grantee must ensure that parents are informed that their agreement to any optional charge is not compulsory and that agreement is not a condition of initial or continued enrolment. Booking deposits may be taken from parents provided such booking deposits are no more than twice the standard price charged in the service for the type of place being offered and provided such booking deposits are repaid to parents once the child's registration has been approved on PIP.
22. The Grantee's fee policy, service calendar, and copies of any letters or other communications issued to parents which relate to the operation of the childcare service, including information relating to optional additional charges and deposits, must be displayed at all times in an area accessible by parents.

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<sup>2</sup> In the context of the rollout of the Affordable Childcare Scheme, which will be the successor to the TEC scheme.