

**Community Childcare Subvention Plus (CCSP) Saver Programme
General Conditions of the CCSP Saver Programme Funding Agreement
Programme Call 2022 /2023**

1. Interpretation

- 1.1 “Agreement” means this CCSP Saver Funding Agreement which includes Appendix 1 (General Terms and Conditions governing participation in the CCSP Saver Programme) and Appendix 2 (Framework Agreement for the Sharing of Personal Data) and DCEDIY Rules for CCSP Saver Programme 2022/2023 available at www.pobal.ie.
- 1.2 “Annual Accounts” for the purposes of this Agreement means annual reports and accounts where the Approved Provider is obliged to prepare and return annual accounts to the Companies Registration Office (“CRO”). Where the Approved 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 Minister.
- 1.3 “Approved Provider” means a Tusla registered provider of an Early Learning and Care (ELC) service or combined ELC and School Age Childcare (SAC) service in accordance with the CCSP Saver Programme who has entered into this Agreement with the Minister.
- 1.4 “Better Start” refers to the Better Start National Early Years Quality Development Service hosted by the Scheme Administrator.
- 1.5 “CAR” means the Compliance Audit and Risk unit in Pobal.
- 1.6 “CCC” means the City/County Childcare Committee. The CCCs are funded by the DCEDIY to act as the local agent in the delivery of ELC and SAC.
- 1.7 “CCSP Saver Programme” means the Community Childcare Subvention Plus (CCSP) Saver Programme.
- 1.8 “CCSP Saver” for the purposes of the 2022/2023 programme year, means a person who was registered for the CCSP Saver programme on the 12th of March 2020 in the 2019/2020 programme year and was in attendance and retained a registration under the CCSP Saver Programme 2021/2022, and who did not leave the CCSP Saver Programme to register for NCS.
- 1.9 “Data Protection Law” means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the “General Data Protection Regulation” or “GDPR”), the Data Protection Acts 1988 to 2018 and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.
- 1.10 “DCEDIY Rules for CCSP Saver Programme 2022/2023” means the rules document pertaining to all aspects of the administration and operation of the CCSP Saver Programme.
- 1.11 “Department” means the Department of Children, Equality, Disability, Integration and Youth (DCEDIY).
- 1.12 “ECCE” means the Early Childhood Care and Education programme.
- 1.13 “Early Years Platform ” (EYP) is an all service system that service providers can use to manage the administration of their facility or facilities, including organisation details, Funding Agreements, registrations and funding related to all DCEDIY childcare funding programmes.

The platform can also be used to submit queries and receive responses and information from the Early Years Provider Centre.

- 1.14 "Funding" means the payment(s) made by the Minister to the Approved Provider for the provision of reduced childcare fees to children of qualifying parents/guardians as set out in Appendix 1 of this Agreement and in DCEDIY Rules for CCSP Saver Programme 2022/2023. Administration of this programme (the "CCSP Saver Programme") shall be the responsibility of the Scheme Administrator and/or the Minister.
- 1.15 "Lead Educator" means an Early Years qualified staff member with a minimum level 6 qualification on the National Frameworks of Qualifications (NFQ).
- 1.16 "Minister" means the Minister for Children, Equality, Disability, Integration and Youth.
- 1.17 "NCS" means the National Childcare Scheme.
- 1.18 "Scheme Administrator" means Pobal who functions as the agent of the Minister and acts on the Minister's behalf in relation to their agreed roles.
- 1.19 "Term" means a one year period from the date of commencement of the CCSP Saver Programme on 15/08/2022 to the 11/08/2023 pursuant to this Agreement.
- 1.20 "Tusla" refers to the Child and Family Agency.
- 1.21 "Working Day" means a day which is not a Saturday, Sunday or public holiday.

2. Pre-Payment Conditions

- 2.1 Payment of the CCSP Saver Programme Funding or any instalment of the CCSP Saver Programme Funding under this Agreement shall be subject to the Approved Provider:
 - a) Designating a named bank account to be used in connection with the operation of ELC or combined ELC and SAC Service and making any necessary arrangements to enable payment of the CCSP Saver Programme Funding or any instalment to be transferred to such by electronic transfer;
 - b) Being verified as compliant with all taxation laws by the Minister and/or the Scheme Administrator in advance of any due payment date.

3. Terms and Conditions of the Funding

- 3.1 The Funding shall be used to reduce childcare fees payable by qualifying parents/guardians of children attending the ELC or combined ELC and SAC Service on the basis of the criteria set out in DCEDIY Rules for CCSP Saver Programme 2022/2023.
- 3.2 The CCSP Saver Programme shall be operated by the Approved Provider in accordance with the application for the Funding and in compliance with the terms and conditions of this Agreement. The Approved Provider hereby acknowledges and agrees to comply with the DCEDIY Rules for CCSP Saver Programme Funding 2022/2023.
- 3.3 The Approved Provider shall notify the Scheme Administrator of any change or alteration to the constitution / status or structure or associated contact details of the Approved Provider.
- 3.4 The Approved Provider shall comply with all requests and directions of the Minister, or representatives or agents of the Minister, relating directly or indirectly to the use of the Funding paid under the CCSP Saver Programme.

- 3.5 The Approved Provider shall complete all contractual requirements and have a Funding Agreement in place with the Minister two weeks before the service commences the CCSP Saver Programme. A date later than the commencement of the start of the programme year on 15th August 2022 may be permitted where the Minister deems it appropriate.

Failure to comply with any of the terms of this Agreement may result in the suspension of CCSP Saver Programme Funding and/or DCEDIY Funding or part thereof may be withdrawn and/or a termination of this Funding Agreement.

4. Undertakings and Warranties

- 4.1 The Approved Provider must comply with all relevant legal and regulatory obligations.
- 4.2 Without prejudice to the generality of the obligation in 4.1, the following frameworks and statutory guidance underpin this Agreement:
- The Child Care Act 1991 (Early Years Services) Regulations 2016, Child Care Act 1991 (Early Years Services) (Amendments) Regulations 2016 and the Child Care Act 1991 (Early Years Services) (Registrations of School Age Services) Regulations 2018 (as amended).
 - Child and Family Agency Act 2013
 - Children First Act 2015
 - planning legislation,
 - fire safety legislation,
 - employment legislation,
 - The Equal Status Acts 2000 to 2015,
 - health and safety legislation,
 - Data Protection Acts 1988 and 2003, the Data Protection Act 2018 and the General Data Protection Regulation (the "GDPR") 2018.
- 4.3 The Approved Provider must be registered with Tusla under Part 12 of the Child & Family Agency Act 2013. An Approved Provider who provides both early learning and care and school age childcare must have a valid Tusla registration for both service types. This Funding Agreement will be administered via the EYP.
- 4.4 The Approved Provider shall obtain and 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 taxation laws by the Minister and/or Scheme Administrator, and evidence of any relevant qualifications, as defined in Appendix 1, held by persons delivering the childcare services as required under the 2016 Regulations.
- 4.5 The Approved Provider shall undertake all reasonable and appropriate checks on individuals employed by or otherwise involved with the Approved Provider in relation directly or indirectly to the operation of the CCSP Saver Programme 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.
- 4.6 The Approved Provider and its employees are not and shall in no circumstances hold themselves out as being the servants or agents of the Minister. The Approved Provider and its employees are not and shall in no circumstances hold themselves out as being authorised to enter into any contract on behalf of the Minister or in any other way to bind the Minister to the performance, variation, release or discharge of any obligation.
- 4.7 It is an express condition of this Agreement and the Approved Provider 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 Minister of any warranty or assurance whatsoever to the Approved Provider or to any third party whomsoever as to:

- (i) Whether or not the ELC or combined ELC and SAC Service operated by the Approved Provider is of a standard that adequately meets the stated aims and objectives of the CCSP Saver Programme;
- (ii) The competency of the Approved Provider, its staff or agents; or
- (iii) The stability of any structure, soundness of any materials used or the adequacy of its purpose of any buildings or facility.

4.8 The Approved Provider shall provide qualifying CCSP Saver Programme parents/guardians using the ELC or combined ELC and SAC Service with the applicable fee reductions, in return for the Funding received from the Minister. Payment of CCSP Saver Funding shall be subject to the Approved Provider verifying compliance with this condition by the provision of a fees list and service calendar to the EYP which will be subject to review by the CCCs on behalf of the Minister.

5. Operation of the CCSP Saver Programme

5.1 The Approved Provider agrees to use the Funding provided under this programme, to reduce fees charged to qualifying parents/guardians for childcare services provided to eligible children by:

- (i) agreeing with the parent/guardian the level of service, and the number of weeks of childcare that will be provided to the child;
- (ii) charging the parent/guardian, at a maximum, the difference between the relevant fee from the Approved Provider's published Fees List and the amount of the approved Subsidy; and
- (iii) confirming the registration of each eligible child on the EYP.

5.2 Where applicable, the balance of monies to be paid by the parent/guardian directly to the Approved Provider, and the method of such payment, and the timeframe for making such payment, will be a matter for agreement between the Approved Provider and the person making the payment.

5.3 It is a matter for the Approved Provider to set his or her own fees. However, the Approved Provider shall notify the Scheme Administrator and parent/guardian of a proposed increase in fees at least 20 Working Days before applying any such increase.

5.4 Where an Approved Provider ceases to provide ELC or combined ELC and SAC childcare to a child and has removed the child from the Service for whatever reason, any Funding paid by the Scheme Administrator to the Approved Provider for the provision of the childcare service for a period beyond the date of cessation shall be returned to the Scheme Administrator.

5.5 Where the CCSP Saver Programme ceases to be provided to a child because the parent/guardian has exercised the right to remove the child from the ELC or combined ELC and SAC Service for any reason, monies paid in excess of the monies due in respect of that child by the Scheme Administrator to the Approved Provider for the provision of the ELC or combined ELC and SAC shall be returned to the Scheme Administrator in accordance with the DCEDIY Rules for CCSP Saver Programme 2022/2023.

5.6 Once an Approved Provider submits a claim for an NCS registration but the child was previously registered under the CCSP Saver Programme, the child automatically loses its' CCSP Saver Status.

- 5.7 The Approved Provider shall comply with and implement any new policies, guidelines and/or programme governance protocols in relation to the CCSP Saver Programme as may be issued by the Minister from time to time. The Minister and/or the Scheme Administrator and/or the CCCs shall notify the Approved Provider of any such new policies, guidelines and/or programme governance protocols via the EYP.
- 5.8 It is the responsibility of the Approved Provider to access the EYP on a regular basis to ensure they are aware of any new changes made to such policies, guidelines and/or programme governance protocols.

6. Payment Terms

- 6.1 Subject to the provisions of sub-clause 6.5, payment of the CCSP Saver Programme Funding will be made by the Scheme Administrator in such instalments as may be determined by the Minister.
- 6.2 Where the Approved Provider receives CCSP Saver Programme Funding for a child qualifying under this Agreement, it may not simultaneously and in respect of the same time of day, receive grant monies for the provision of a service to that child under NCS or ECCE.
- 6.3 Where the Approved Provider is in receipt of the Funding under this Agreement, and is also in receipt of Funding amounts under any other childcare funding programme administered by the Minister, the monies payable to the Approved Provider under such Agreements shall be taken into account when making payment of such grant monies.
- 6.4 Once an Approved Provider submits a claim for an NCS registration but the child was previously registered under the CCSP Programme, Funding in respect of the registration under this CCSP Saver Programme Agreement will immediately cease.
- 6.5 Whenever under this or any other Agreement in respect of any DCEDIY childcare funding programmes any sum of money is recoverable from or payable by the Approved Provider including any overpayment or sum which the Approved Provider is liable to pay to the Minister in respect of any breach of this Agreement or any other agreement in respect of the DCEDIY childcare programmes) the Minister has the right to deduct that sum from the CCSP Saver Programme Funding then due to the Approved Provider in respect of this Funding Agreement. Notwithstanding any provision, whether express or implied in this Agreement, the Minister is entitled to off-set any amount due or owing by it under this Agreement against any and all amounts owed by the Approved Provider to the Minister howsoever arising.
- 6.6 All sums due to the Scheme Administrator are recoverable as debts due to the Minister and may, without prejudice to any other remedy, be recovered by the Scheme Administrator as a debt under statute or simple contract debt in any court of competent jurisdiction.
- 6.7 Where the Minister directs that Funding to the CCSP Saver Programme generally will cease, all registrations under this Agreement will cease.
- 6.8 Payment of CCSP Saver Programme will be conditional on the requirements of this Agreement and the DCEDIY Rules for CCSP Saver Programme 2022/2023 being fully complied with. The Scheme Administrator may, as an agent acting on behalf of the Minister, withhold payment, with the Minister's consent, where the Approved Provider is found to be in breach of the requirements of this Agreement and the associated DCEDIY Rules for CCSP Saver Programme 2022/2023.

7. Access, Reporting Requirements and Retention of Records

- 7.1 The Approved Provider shall maintain an attendance record of eligible children that records the daily hours of attendance and also non-attendance, showing the time of arrival at and the time of departure from the service of each individually identified child, for every day that the

child is in attendance and the person responsible for recording each arrival and departure. Where a child is collected from a location and transported to the service, this must be recorded as part of the attendance.

- 7.2 The Approved Provider shall maintain accurate child registration information on the EYP in accordance with the Regulations.
- 7.3 The Approved Provider shall within its accounting records separately record all monies received from the Scheme Administrator relating directly or indirectly to the operation of the CCSP Saver Programme.
- 7.4 The Approved Provider shall ensure that all financial records relating to monies received in relation to the operation of the CCSP Saver Programme, reports, records and other documentation that are required under this clause 7, shall be maintained and made available to the Scheme Administrator on request, for a minimum of 6 years after the termination or expiry of this Agreement for whatsoever reason.
- 7.5 The Approved Provider must maintain appropriate annual accounts for each financial year in accordance with the timescales set out by the Companies Registration Office (for limited companies) or by the Revenue Commissioners (for unincorporated entities). Copies of such accounts must be provided to the Scheme Administrator or the Comptroller and Auditor General (C&AG) on request. Pobal CAR may share information found in the course of a governance, audit or compliance check with the relevant authorities, including, but not limited to, the Office of the Director of Corporate Enforcement, the Charities Regulator, and the Office of the Revenue Commissioners.
- 7.6 The Approved Provider shall ensure that any information relating to the CCSP Saver Programme, which is submitted via the EYP at the direction of the Minister or Scheme Administrator, is accurate and that all relevant documentation is retained by the Approved Provider to allow the accuracy of the information to be checked by servants or agents of the Minister on request.
- 7.7 The Approved Provider must retain a written record (Service Fees Information Letter and Parental Declaration) of the Agreement with the parent/guardian that sets out the number of childcare weeks and the level of service each week that the Approved Provider has agreed to provide to the eligible child, the fee for the childcare service that will be provided to the eligible child, having regard to the Approved Provider's published Fees Lists and a commitment to offset the Subsidy in full against the agreed fee. This record must be signed by the parent/guardian and available for verification purposes by any agents of the Minister including the CCCs.
- 7.8 The Approved Provider must 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 Approved Provider shall permit representatives and agents of the Minister to attend at and permit access to the Approved Provider's premises and/or 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 Inspectorate, Pobal, the Inspectorate of the Department of Education and any other applicable verification, audit and/or inspection that may be provided for. The Approved Provider shall permit access to relevant financial and other records (including attendance 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 Approved Provider.
- 8.3 Relevant records must be available at all times on-site for inspection and the Approved Provider shall permit such records to be taken off-site for the purposes of carrying out such inspections and audits. The Approved Provider shall permit and facilitate representatives and agents of the Minister to make copies of records as deemed necessary.
- 8.4 The outcome of any inspection by the Scheme Administrator will be issued via a notification to the Approved Provider advising them that the findings from the inspection are available on the EYP.

9. Term and Termination

- 9.1 This Agreement shall cover the period from 15/08/2022 to 11/08/2023 which shall constitute the "Term."
- The Approved Provider electronically confirms and accepts the terms and conditions of this Agreement.
- 9.2 Nothing in this Agreement shall be construed as imposing any obligation on the Minister to provide financial assistance of any nature to the Approved Provider after the Term. Save as is expressly provided for in this Agreement the Minister shall have no financial or other obligations to the Approved Provider or to any other party whatsoever.
- 9.3 The Minister shall be entitled at any time during the Term to terminate this Agreement immediately if any one or more of the following events occur:
- (i) The Approved Provider is removed from the register of prescribed early year's services maintained by Tusla, the Child and Family Agency;
 - (ii) The Approved Provider, its employees, agents or any third party acting on behalf of the Approved Provider knowingly makes a false or misleading statement, or fails to disclose information in relation to its obligations under this Agreement;
 - (iii) If an order is made or an effective resolution is passed for the winding up of the Approved Provider;
 - (iv) If a receiver, examiner or administrator is appointed over any of the property or assets of the Approved Provider;
 - (v) If the Approved Provider 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 Approved Provider;

- (vi) If a distress or execution is levied or served upon any of the property or assets of the Approved Provider and is not paid off within 30 days;
 - (vii) If the Approved Provider shall cease or threaten to cease to operate all or a substantial part of the Service; or
 - (viii) If any other event occurs which the Minister in their absolute discretion considers it may or does materially affect in an adverse way the ability of the Approved Provider to operate the Service and/or to comply with its obligations under this Agreement.
- 9.4 On termination of this Agreement the Approved Provider shall repay to the Minister on demand all, or, at the absolute discretion of the Minister, a portion of, monies received in respect of the CCSP Saver Programme Funding and in the event of default on such repayment, such monies shall be recoverable from the Approved Provider as a simple contract debt.
- 9.5 The Approved Provider shall pay all legal and other costs, charges and expenses incurred by the Minister in enforcing or endeavouring to enforce the repayment of any monies and/or compliance by the Approved Provider with its obligations hereunder.
- 9.6 Except as provided by the provisions of sub-clause 9.3, this Agreement may be terminated by either party by serving 4 weeks written notice to the other party.
- 9.7 Termination of this Agreement shall not affect any pre-existing 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.
- 9.8 The Minister reserves the right to alter the terms and conditions of this Agreement at any time, as deemed necessary by the Minister, in line with public health advice or responding to fiscal policy changes.

10. Insurance and Indemnity

- 10.1 The Approved Provider shall for the duration of this Agreement effect and maintain any necessary employer's liability insurance and public liability insurance adequate and necessary to operate and deliver the service, to operate its business and cover all liabilities of the Approved Provider arising in relation to the ELC or combined ELC and SAC Service and pursuant to 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 Approved Provider, its employees, servants or agents in connection with the ELC or combined ELC and SAC Service or any breach of this Agreement and the Approved Provider shall indemnify the Minister in regard to any such actions.

11. Force Majeure

- 11.1 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, 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.
- 11.2 The Affected Party shall notify the other party of the estimated extent and duration of such inability to perform its obligations within three days 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.

- 11.3 In the event Force Majeure continues for more than 45 days; either party shall have the right to terminate this Agreement on written notice to the other party.
- 11.4 Force Majeure cannot be paid in conjunction with any insurance or compensation received by the approved provider from a third party for the same purpose.

12. Non-assignment/Sub-contracting

- 12.1 This Agreement is personal to the Approved Provider who shall not be entitled to assign or transfer the benefit of it, or the obligations arising from it, to any other party.
- 12.2 The Approved Provider shall not be entitled to sub-contract any of its obligations under this Agreement and shall remain primarily responsible for their performance.
- 12.3 The Approved Provider 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 ELC or combined ELC and SAC Service, provided the Approved Provider continues to meet its obligations in respect of the CCSP Saver Programme under this Agreement.

13. Data Protection

- 13.1 The Approved Provider agrees to maintain compliance with Data Protection Laws. Each Party remains responsible for their obligations as a Data Controller under the Data Protection Laws and agrees to meet their responsibilities in the manner set out in the Framework Agreement for the Sharing of Personal Data in Appendix 2 of this Agreement.

14. Freedom of Information

- 14.1 In the event of the Minister receiving a request for information related to this Agreement, the Minister shall consult with the Approved Provider in respect of the request. The Approved Provider shall identify any information that is not to be disclosed on grounds of confidentiality or commercial sensitivity and shall state the reasons for this sensitivity. The Minister will consult the Approved Provider about this confidential or commercially sensitive information before making a decision on any request received under the above legislation. The Minister accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification) or in respect of any consequential damage suffered as a result of such obligations.

15. General

- 15.1 Nothing in this Agreement shall constitute a partnership or joint venture or establish a relationship of agency between the parties.
- 15.2 This Agreement may only be varied by an instrument in writing signed electronically by or on behalf of both parties, which signature by the Approved Provider is confirmation of acceptance of the terms and conditions (as varied) of the Agreement.
- 15.3 A failure or delay by the Minister to exercise any right or remedy under this Agreement shall not in any way be construed as a waiver of the Agreement.
- 15.4 The rights and remedies provided for in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

- 15.5 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.
- 15.6 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 the CCSP Saver Programme

1. In order to participate in the CCSP Saver Programme, the Approved Provider must have access to facilities that enable him or her to conduct business online, and a dedicated EYP user account. The Approved Provider shall administer its functions in relation to the CCSP Saver Programme via the EYP.
2. Administration of the CCSP Saver Programme shall be the responsibility of the Scheme Administrator and/or the Minister.
3. The Approved Provider must demonstrate tax compliance by providing their tax reference number, together with their tax clearance access number. By supplying these numbers, the Approved Provider acknowledges and agrees that the Scheme Administrator and/or the Minister has the permission of the Approved Provider to verify its tax compliance position online.
4. The Approved Provider must provide an e-mail address to be used for communications from the Minister or the Scheme Administrator in relation to the ELC or combined ELC and SAC Service. The Minister and the Scheme Administrator reserve the right to communicate important information, including information relating to payments, electronically.
5. The Scheme Administrator will communicate all information relating to this Agreement to Approved Providers through the EYP. The Approved Provider must communicate all information relating to this Agreement through the EYP, or as otherwise directed by the Scheme Administrator.
6. The Approved Provider shall submit information relating to the programme via the EYP or by any other means as directed by the Minister or by the Scheme Administrator.
7. The Approved Provider shall provide a contact address. Where the Approved Provider's home address is different to the facility address, both addresses shall be provided (this does not apply where the Approved Provider is a limited company). A contact telephone number, at which the Approved Provider can be contacted during work hours, shall also be provided.
8. The Approved Provider must adhere to the DCEDIY Rules for CCSP Saver Programme 2022/2023 document.
9. The Approved Provider must submit a service calendar annually to the Scheme Administrator through the EYP, in such form as may be directed, in accordance with the CCSP Saver Programme Rules 2022/2023. The service calendar must be displayed at all times in an area accessible to parents and also on any online platform maintained by the Approved Provider for the purpose of advertising its service. The Approved Provider agrees to allow the scheme administrator to publish their calendar online and in any other form, and to publish this data and use the data in aggregate form for the purpose of reporting on service calendars.
10. The Approved Provider must publish a Fees List, using a standard template specified by the Scheme Administrator. The Fees List and copies of any letters or other communications issued to parent/guardian which relate to the operation of the ELC or combined ELC and SAC Service, including information relating to deposits and optional additional charges shall be displayed at all times in an area accessible to parents as well as on any online platform maintained by the Approved Provider for the purpose of advertising its service. The Fees List must set out the fees charged by the Approved Provider for each level of service available in the service. The Approved Provider shall give 20 Working Days' written notice to parents/guardians once the CCC has agreed any increases in fees. The Approved Provider agrees to allow the Scheme Administrator to publish their fees lists online and in any other form, and to publish this data and use the data in aggregate form for the purpose of reporting on fees.

11. The Approved Provider agrees to use the Funding to reduce childcare fees payable by qualifying parents/guardians of children attending the service on the basis of the criteria set out in DCEDIY Rules for CCSP Saver Programme 2022/2023.
12. The Approved Provider shall provide an appropriate educational programme for children in their pre-school room which adheres to the principles of Síolta, the National Quality Framework for Early Childhood Education (www.siolta.ie), and Aistear, the 'Early Childhood Curriculum Framework' (www.ncca.ie). The Approved Provider will be supported in meeting this requirement through the assistance of the 'Better Start National Early Years Quality Development Service' and/or their local CCC. The Approved Provider shall facilitate visits and advice from the Early Years Specialists and/or staff of the local CCC in this regard.
13. The Approved Provider shall ensure that all staff working with pre-school age children in the service comply with the qualifications requirement of the The Child Care Act 1991 (Early Years Services) Regulations 2016, Child Care Act 1991 (Early Years Services) (Amendments) Regulations 2016 and the Child Care Act 1991 (Early Years Services) (Registrations of School Age Services) Regulations 2018 (as amended) as set out in Part 3 9.4 of these regulations, being that the staff working with the Lead Educator and pre-school age children hold at least a major award in Early Childhood Care and Education at Level 5 on the NFQ 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'.
14. The eligibility criteria are available in the DCEDIY Rules for CCSP Saver Programme 2022/2023. When children are being registered for a CCSP Saver Programme place the Approved Provider shall confirm with the parent/guardian the number of days the child is being enrolled for, and the type of childcare place required. The parent/guardian shall be informed that both their own and their child's Personal Public Service Number (PPSN) will be used to determine the parent/guardian and child's eligibility and also to determine the Funding amount to be paid by the Minister to the Approved Provider. The Minister will also require the parent/guardian and child's date of birth for verification on the EYP, along with the child's gender.
15. The maximum deposit a provider may charge is equivalent to two weeks' payment. The full amount of the deposit which equals the amount of DCEDIY subvention held on deposit must be refunded to the parent/guardian once the child's registration is approved on the EYP.
16. The Approved Provider must retain a written record of the Parental Declaration Form and Service Fees Information letter agreed and signed by the parent/guardian that sets out:
 - the number of childcare weeks and the level of service each week that the Approved Provider has agreed to provide to the eligible child;
 - the fee for the childcare service that will be provided to the eligible child, having regard to the Approved Provider's published Fees List;
 - a commitment to offset the Subsidy in full against the agreed fee.This record must be signed by the parent/guardian.
17. The Approved Provider must check the attendance record of each eligible child on a weekly basis to determine whether or not the child's registration can be confirmed or whether a departure, absence or under-attendance needs to be updated.
18. A parent shall give the Approved Provider four weeks' notice of a child's departure from a service. Where no notice of departure is given by a parent, the Approved Provider may claim up to four weeks Subsidy in lieu of notice in accordance with the Rules. In such cases, any

new Approved Provider will not be able to register the child until the four weeks has elapsed and the original Approved Provider has ended the registration.

19. The DCEDIY Rules for CCSP Saver Programme 2022/2023 details information in relation to absenteeism, persistent under attendance, Saver Status, children leaving the CCSP Saver Programme etc.
20. The Minister reserves the right, at its sole discretion, to decline any such application for funding.
21. The Minister shall set the terms and conditions under which this Funding Agreement will wind down.

APPENDIX 2

Framework for Sharing of Personal Data

1. Definitions

- a) **Controller, Processor, Data Subject and Personal Data, Special Categories of Personal Data, Processing** and “appropriate technical and organisational measures” shall have the meaning given to them pursuant to the General Data Protection Regulation (GDPR) 2016/679.
- b) **“Shared Personal Data”** is the personal data and special category personal data to be shared between the parties pursuant to the GDPR 2016/679.

2. Purpose and Legal Basis

- a) This Appendix sets out the framework for the sharing of Personal Data when one Controller discloses Personal Data to another Controller. It defines the principles and procedures, which the parties will adhere to, and the responsibilities the parties owe to each other.
- b) The aim of the data sharing agreement is for the implementation of the Scheme pursuant to the GDPR 2016/679. The Approved Provider is a Data Controller for Personal Data and Special Categories of Personal Data of parent/guardian and children who avail of the ELC or combined ELC and SAC Services provided by the Approved Provider and also facilitates the payment of financial support to parent/guardian for children under the Scheme.
- c) The provision of Personal Data by the Minister and the Approved Provider to one another and the processing of Personal Data, whether individually or by means of the Scheme database, is:
 - in the case of the Minister, processing is necessary for compliance with a legal obligation to which the controller is subject (GDPR Article 6(1) (c));
 - in the case of the Approved Provider, processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract (GDPR Article 6(1) (b))
- d) The parties agree to only process Shared Personal Data for the implementation of the Scheme (Agreed Purpose)
- e) The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause.
- f) Pobal, as scheme administrator appointed by the Minister, is a processor of the personal data.

3. Categories of Personal Data

- a) The following types of Personal Data will be shared between the Parties during the Term of the Agreement:

PERSONAL DATA OF CHILDREN AND PARENTS/GUARDIANS

Name of Child
Date of Birth of Child
Gender of Child
PPSN of child
Name of parent/guardian
PPSN of Parent/guardian
Contact phone number of parent/guardian

Weekly hours of attendance of child where required
Attendance records for compliance checking

Exemption requests at the request of parent/guardian which may include details on:

- Medical appointments of child, sibling or parent/guardian
- Family bereavement
- Dates and destination of travel
- Family moving into or out of emergency accommodation
- Child moving into or out of care placement
- Prolonged illness of child or parent/guardian

PERSONAL DATA OF THE APPROVED PROVIDER

First and Last Name of system users
Email address of system users
Mobile phone number of Primary Authorised User
Organisation Legal Name, if personal data may be inferred
Organisation address, if personal data may be inferred
Tax Registration Number, if this is the same as PPSN
Service Reference Number

PERSONAL DATA OF STAFF MEMBER

First and Last Name of staff member
Relevant Qualification of Staff member

- b) The following types of Special Categories of Personal Data will be shared between the parties during the Term:

Exemption requests at the request of parents, which may include details of:

- Medical appointments of child, sibling or parent/guardian
- Prolonged illness of child or parent/guardian
- Place of birth of a parent/guardian

This will be processed under Article 9(2) (a) with the explicit consent of the parent/guardian

4. Responsibilities of Controllers

- a) Save in so far as this Agreement places a duty on one of the parties to carry out an obligation of a controller under the GDPR on behalf of both controllers, each Party shall, in its capacity of controller, be responsible for fulfilling the obligations placed on controllers by the GDPR in respect of the data provided to and received from the other Party.
- b) The parties shall ensure that the data they provide to or receive from the other Party is processed by them in compliance with the data protection principles set out in Article 5 of GDPR.
- c) The parties have agreed that the following arrangements shall apply in relation to the data subject's rights, including the right to information, with regard to the personal data that is subject to this Agreement and processed by them.
- i) *Information to be supplied to data subject*
- Each Party shall be responsible for providing the data subject with the information required to be given to the data subject under Articles 13 and 14 of the GDPR.

- The following information shall, be given to a data subject:

- a summary of the essence of this Agreement, such as,
 - identifying the data controller
 - why the data controller is sharing the personal data; and
 - who the personal data that will be shared with,
 - the extent, if any, to which a restriction on any of the rights of the data subject applies.

d) Exercise of rights by data subject

Unless the data subject requires otherwise, where a request or objection is made by a data subject in relation to the personal data processed by one of the Parties that was originally provided to that Party by the other Party, that Party shall forward the request to the other Party and inform the data subject that it has done so and the other Party shall respond to the request.

e) Notification of breach

- (i) If one of the Parties becomes aware of a personal data breach on the Scheme database, it shall immediately notify the other Party of the breach.
- (ii) The data controllers shall comply with their obligations under Data Protection Laws in the event of a personal data breach.
- (iii) In the event of a personal data breach the Parties shall carry out a joint risk assessment and decide on the remedial and preventative action that may be required.

5. Security

- a) (i) The Minister is responsible for providing the technical and organizational measures necessary to maintain the security of the Scheme database.

(ii) The Approved Provider is responsible for providing the appropriate technical and organizational measures necessary in relation to their use (and that of their employees and agents) of the Scheme database. Further guidance in relation to the appropriate technical and organizational measures necessary are available on the Data Protection Commission's website (www.dataprotection.ie).

- b) Each Party shall ensure that members of their staff who have access to the personal data have an appropriate level of awareness of the security measures in place, that they have appropriate security training, renewed annually, and that they comply with the security measures in relation to the Scheme database.

- c) The Parties agree that they will not process any of the data provided by the other Party except as necessary for the performance of their functions and purposes specified in this Agreement.

6. Data retention and deletion

The parties shall not retain or process Shared personal data for longer than is necessary to carry out the Agreed Purpose. The Minister will retain records for as long as is necessary to fulfil obligations under the National Archives Act.

7. Communication with the Data Protection Commission

The Parties agree that they shall inform one another of any communications that may be required with the Data Protection Commission in respect of the personal data the subject of this Agreement.

