

**Department of Children, Disability and Equality
(DCDE)**

**Agreement for the Provision of Funding for Early
Childhood Care and Education (ECCE)
Programme Call 2025/2026**

This Funding Agreement between

(1) The Minister of Children, Disability and Equality

and

**(2) the Approved Provider logged into the EY HIVE
when accepting their ECCE Funding Application,
(Together the 'Parties').**

1. Background

- 1.1 The Early Childhood Care and Education (ECCE) Programme is a universal free two-year preschool programme available to all children within the eligible age range.
- It provides children with their first formal experience of early learning prior to commencing primary school.
 - The programme runs from September to June each year, aligned with the primary school calendar.
 - Supports are available for children with additional needs through the Access and Inclusion Model (AIM) to enable them to take part in ECCE calendar.

2. Term and General Information

- 2.1 This Agreement shall commence on 25th August 2025, or the date of acceptance by the Approved Provider of the terms of this Funding Agreement on the EY HIVE whichever is the later date, and it will expire on 3rd July 2026 unless terminated by either party in accordance with clause 10 of this Funding Agreement (the “Term”) [Where appropriate, subject to Schedule 2 sub-clause 19(ii), the term may be from 3rd August 2025 to 17th July 2026 of ELC Service provision agreed between the Approved Provider and the Minister]. For the avoidance of doubt the Approved Provider can only accept the terms of this Agreement on the EY HIVE when their ECCE Funding Application is submitted and following their review of the terms of this Agreement on the EY HIVE.

The Approved Provider electronically confirms and accepts the terms and conditions of this Agreement.

- 2.2 This Funding Agreement sets out the following:

- 1) Responsibilities and structure of the funding;
- 2) Funding and duration of the funding.

- 2.3 Albeit that it is the intention of the Department that Funding will be provided to the Approved Provider, the provision of Funding is subject always to Exchequer funding being available and the implementation of relevant policy of the Department and Government in the national interest.

- 2.4 This Funding Agreement, consists of the following documents, and in the case of conflict of wording, in the following order of priority:

- 1) This Funding Agreement;
- 2) General Terms and Conditions Governing Participation in the ECCE Programme; and
- 3) General Terms and Conditions Governing Participation in the Access and Inclusion Model (AIM).

- 2.5 The defined terms used in this Funding Agreement are mirrored in the General Terms and Conditions governing participation in the ECCE Programme (Schedule 2), the General Terms and Conditions governing participation in the Access and Inclusion Model (AIM) (Schedule 3), the Framework Agreement for the Sharing of Personal Data (Schedule 4) and DCDE Rules for the ECCE Programme 2025/2026 available [here](#) and DCDE Rules for AIM available [here](#). The ECCE and/or AIM Rules may be amended as necessary, however, Approved Providers will be informed of any required changes on EY HIVE.

- 2.6 The DCDE Rules for the ECCE Programme 2025/2026 and the DCDE Rules for AIM provide more detail on the elements of the application process and on the details about the operation of the conditions upon which Funding is received for the duration of the Funding Agreement. This document complements the Funding Agreement.

3. Eligibility Prerequisite When Applying for ECCE Funding

- 3.1 It is a pre-condition and eligibility pre-requisite of applying for ECCE Funding that an Approved Provider (which includes Childminders in this instance) must:
- 3.1.1 Hold a valid Tusla registration for the Tusla service type provided. An Approved Provider (excluding childminders) who provides both Early Learning Care and School Aged Childcare must have a valid Tusla registration for both Tusla service types.
 - 3.1.2 Be fully on boarded on the EY HIVE.
- 3.2 Prior to accepting the terms of the Funding Agreement on the EY HIVE, the Approved Provider must:
- 3.2.1 Designate a named bank account to be used in connection with the operation of the ECCE Programme and making any necessary arrangements to enable payment of the ECCE funding or any instalment to be transferred to such by electronic transfer as part of its application;
 - 3.2.2 Be verified as compliant with all taxation laws in advance of any due payment date;
 - 3.2.3 Provide a point of contact for the management of the ECCE Programme and notify the Scheme Administrator of any change or alteration to their contact details. For the avoidance of doubt this point of contact must be a Primary Authorised User (PAU); and;
 - 3.2.4 Complete a Parent Statement, Calendar and Fee Table as detailed in the DCDE Rules for the ECCE Programme 2025/2026.

4. Operation of the ECCE Programme

- 4.1 The Approved Provider agrees to use the capitation subsidy provided under this programme to provide ECCE free in an ELC Service for eligible children in their preschool room as set out in Schedule 2.
- 4.2 Where applicable, any balance of monies¹ to be paid by the Parent/Guardian of a child directly to the Approved Provider, 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, prior to the making of the registration.
- 4.3 It is a matter for the Approved Provider to set his or her own fees. However, the Approved Provider shall agree fee increases with CCC's prior to informing Parents/Guardians in writing of a proposed increase in fees at least 20 working days before applying any such increase. Where the Approved Provider is a Core Funding Partner Service, all clauses in the Fee Management section of the Core Funding

¹ 'Balance of monies' refers to additional childcare availed of (where applicable) or where a Parent/Guardian has opted for an optional extra from the [DCDE prescribed optional extras list](#).

Partner Service Funding Agreement have primacy overrules on fees in this Funding Agreement and the DCDE Rules for the ECCE Programme 2025/2026 and the DCDE Rules for AIM.

- 4.4 It is a matter for the Approved Provider to set his or her own calendar. However, the Approved Provider must meet the provision of 182 days within the 3 terms of the programme and shall agree calendar changes with CCC's prior to informing Parents/Guardians in writing of a proposed change in calendars at least 20 working days before applying any such changes. The change may only be applied on approval from the CCC's.
- 4.5 Where an Approved Provider ceases to provide the ECCE Programme to a child and has removed the child from the ELC Service for whatever reason, any monies paid by the Scheme Administrator to the Approved Provider for the provision of the ECCE Programme for a period beyond the date of cessation shall be returned to the Scheme Administrator in accordance with DCDE Rules for the ECCE Programme 2025/2026 and DCDE Rules for AIM.
- 4.6 Where the ECCE Programme ceases to be provided to a child because the Parent/Guardian has exercised the right to remove the child from the ELC Service for any reason, all 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 ECCE Programme shall be returned to the Scheme Administrator in accordance with DCDE Rules for the ECCE Programme 2025/2026 and DCDE Rules for AIM.
- 4.7 Backdating of AIM Level 7 payments related to initial applications is not permitted. Where an application for year 1 support (initial application) for additional capitation is approved, the additional capitation will be applied from the latest of the date on which the child commences in Early Learning and Childcare; the date on which the additional assistance has been approved; and the date on which the additional assistance commences.
- 4.8 Where an application for year 2 support for additional capitation is approved, the additional capitation will be applied from the latest of the date on which the child commences in Early Learning and Childcare; the date on which the additional assistance commences.
- 4.9 The Approved Provider shall comply with and implement any new policies, guidelines and/or programme governance protocols in relation to the ECCE Programme as may be issued by the Minister from time to time. The Minister and/or the Scheme Administrator and/or the CCC's shall notify the Approved Provider of any such new policies, guidelines and/or programme governance protocols via the EYP.
- 4.10 It is the responsibility of the Approved Provider to be familiar with all the policy/rules in relation to the ECCE Programme and AIM. 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. The Scheme Administrator uses the EYP, through announcements and notifications, to engage and inform Approved Providers on a range of issues and to publish any updates. Therefore, it is the responsibility of the Approved Provider to check these communications regularly.

5. Terms and Conditions of Funding

- 5.1 Failure to comply with any of the terms of this Funding Agreement and in particular failure to comply with the conditions of funding listed in clause 6 below may result in the suspension of the funding and/or a termination of this Funding Agreement and/or recoupment of the funding, or parts thereof. The Scheme Administrator may, acting as an agent on behalf of the Minister, withhold, stop or recoup payment with the Minister's consent where the Approved Provider is found to be in breach of the requirements of this Agreement and/or the associated DCDE Rules for the ECCE Programme 2025/2026 and/or the DCDE Rules for AIM. Core Funding or part thereof may also be withdrawn from Partner Services under the conditions set out in the Core Funding Partner Service Funding Agreement.
- 5.2 The ECCE Funding shall only be used to provide the ECCE Programme free to eligible children attending the ELC Service on the basis of the terms and conditions set out in this Agreement and the DCDE Rules for the ECCE Programme 2025/2026 document. Where additional capitation has been approved in relation to AIM, this shall be used to either buy in additional assistance or to reduce the adult to child ratio, detailed in the DCDE Rules for AIM, in order to ensure that the relevant child/ren can access and meaningfully participate in the ECCE Programme.
- 5.3 The ECCE Programme shall be operated by the Approved Provider in accordance with the application for the Funding in compliance with the terms and conditions of this Agreement. The Approved Provider hereby acknowledges and agrees to comply with the DCDE Rules for the ECCE Programme Funding 2025/2026.
- 5.4 The Approved Provider shall notify the Scheme Administrator of any change or alteration to the constitution/status, or in conjunction with Tusla, the structure or associated contact details of the Approved Provider.
- 5.5 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 ECCE Programme.
- 5.6 The Approved Provider shall complete all contractual requirements and have a Funding Agreement in place with the Minister 2 weeks before the service commences the ECCE Programme. A date later than the start of the programme year on 25th August 2025, may be permitted where the Minister deems it appropriate.
- 5.7 Where an Approved Provider is permitted by the Department to participate in the ECCE Programme with effect from a date later than the commencement of the ECCE Programme year, the Approved Provider shall provide the ECCE Programme for eligible children for 3 hours per day for 5 days a week up to 3rd July 2026.
- 5.8 Payment of ECCE Funding will be conditional on the requirements of this Agreement and DCDE Rules for the ECCE Programme 2025/2026 being fully complied with. The Scheme Administrator may, as an agent acting on behalf of the Minister, withhold, suspend, claw-back/recoup payment with the Minister's consent where the Approved Provider is found to be in breach of the requirements of this Agreement and/or the associated DCDE Rules for the ECCE Programme 2025/2026 and/or the DCDE Rules for AIM. Core Funding, or part thereof, may also be withdrawn from Partner Services under the conditions set out in the Core Funding Partner Service Funding Agreement.

6. Undertakings and Warranties

- 6.1 The Approved Provider must comply with all relevant legal and regulatory obligations. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise including but not limited to Childcare Act 1991 and Regulations made under the Child Care Act 1991, Child and Family Agency Act 2013, Children First Act 2015, the Childcare Support Act 2018, the Equal Status Acts 2000-2015, Data Protection Laws.
- 6.2 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 and Regulations made under the Childcare Care Act 1991
 - The Child Care Act 1991 (Early Years Services) Regulations 2016 (Amendments)
 - The Child Care Act 1991 (Early Years Services) (Registrations of School Age Services) Regulations 2018 (as amended)
 - Child Care Act 1991 (Early Years Services) (Childminding Services) Regulations 2024
 - 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
- 6.3 The Approved Provider must be registered with Tusla under [Part VIIA of the Child Care Act 1991](#) as a prescribed Early Years Service. An Approved Provider who provides both Early Learning and Care and School Age Childcare must have a valid Tusla registration for both service types.
- 6.4 The Approved Provider must obtain and take all necessary steps to maintain in full force and effect all necessary consents, approvals, authorisations, licenses and permissions which are required to enable it to comply with its obligations under this Funding Agreement, including but not limited to being verified as compliant with all taxation laws by the Minister and/or the Scheme Administrator, and evidence of the relevant qualifications held by persons delivering the Tusla service types as required under the 2016 Regulations, the 2018 Regulations and the 2024 Regulations.
- 6.5 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 ECCE 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).
- 6.6 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.

- 6.7 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 Service operated by the Approved Provider is of a standard that adequately meets the stated aims and objectives of the ECCE 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 Tusla registered buildings or facility in the provision of the ECCE Programme.
- 6.8 The Approved Provider shall provide the free ECCE Programme to eligible children, in return for the ECCE Funding received from the Minister. This does not preclude the Approved Provider from providing chargeable services from the optional extras list only, approved by the Minister in addition to the ECCE Programme, provided they are offered on an optional basis and listed on their fee table. Payment of ECCE funding shall be subject to the Approved Provider complying with the requirement to submit a fee table and Service Calendar to the EY HIVE which will be subject to review by the Approved Provider's local City/County Childcare Committee ("CCC") on behalf of the Minister.
- 6.9 Any and all general queries on Fees will be dealt with by the Approved Provider's local CCC.
- 6.10 The Approved Provider will ensure equity of provision and not undertake any action that would adversely affect the ability of a registered child to access and meaningfully participate in the ECCE Programme.
- 6.11 The Approved Provider commits to the promotion of the values of diversity, equality and inclusion through the implementation of the diversity, equality, and inclusion charter and adherence to the guidelines for early learning and care.
- 6.12 The Approved Provider must complete a Parent Statement for the Approved Provider's service on the EY HIVE in a similar manner to their application.
- 6.13 The Approved Provider must publish and distribute to Parents/Guardians a "Parent Statement" using the standard template provided/specified by the Scheme Administrator, and/or the Minister and, on the EY HIVE. The Parent Statement for the Approved Provider must be provided to Parents/Guardians via e-mail or hard copy, no later than 4 weeks after signing this Funding Agreement, or no later than 4 weeks after their child starting the service, whichever is the later. The Approved Provider agrees to allow the Minister or Scheme Administrator to publish its Parent Statement for the Approved Provider.
- 6.14 The Approved Provider agrees to condition 3.13 of the DCDE Rules for the ECCE Programme 2025/2026 which provides as follows, "As a condition of the ECCE Programme Funding Agreement for the 2025/2026 programme year, Approved Providers agree to allow the Minister/Scheme Administrator to publish their fee table

and Parent Statement online and in any format. The Minister/Scheme Administrator also reserves the right to publish this data and use the data in aggregate form for the purpose of reporting on fees.”

- 6.15 The Approved Provider understands and agrees that their participation in the ECCE Programme, including AIM, may be published through the websites of the Department and/or the Scheme Administrator, including the name of the service, the address of the service and the value of the funding received.
- 6.16 The ELC service provided by the Approved Provider to children from birth to 6 years old must adhere to the principles of Siolta, the Quality Framework (www.siolta.ie), and Aistear, the ‘Early Childhood Curriculum Framework’ (www.ncca.ie). The Approved Provider may be supported in meeting this requirement through the assistance of agents of the Minister. The Approved Provider must facilitate visits and advice from agents of the Minister in this regard.
- 6.17 The Approved Provider agrees that the Minister shall have no liability in respect of any actions, losses, proceedings and costs, claims, demands, damages, expenses and/or liabilities whatsoever, arising directly or indirectly, as a result of any negligence, act or omission, any breach of this Funding Agreement, breach of statutory duty, insolvency, recklessness, bad faith or wilful default of the Approved Provider, its employees, servants or agents in connection with the early learning and care service or any breach of this Agreement and the Approved Provider shall indemnify the Minister in regard to any such actions.
- 6.18 The Approved Provider agrees and confirms that as a condition of this Scheme, in accordance with the provisions of this Funding Agreement the Minister or Scheme Administrator may withhold and/or recoup Funding under this Scheme where the Approved Provider has been sanctioned for persistent non-rectification of non-compliant outcome(s) following a compliance inspection (any programme) and/or failing to engage with the supports provided under the ECCE Programme. Approved Providers should note clauses 9.1 to 9.13 of this Funding Agreement below which sets out the sanctioning procedure in further detail.

7. Payment Terms

- 7.1 As a condition of receiving Funding under this Funding Agreement, a copy of the Approved Provider’s Parent Statement and Calendar in a format to be provided by the Scheme Administrator and/or the Department in the manner outlined in the DCDE Rules for the ECCE Programme 2025/2026, through the EY HIVE and/or any other platform as required.
- 7.2 Subject to the provisions of sub-clause 6.4, payment of the ECCE Funding will be made by the Scheme Administrator in such instalments as may be determined by the Minister.
- 7.3 Where the Approved Provider receives ECCE Funding for a child eligible under this Agreement, the Approved Provider may not simultaneously and in respect of the same time of day, receive funding for the provision of a service to that child under NCS.
- 7.4 Where the Approved Provider is in receipt of a capitation under this Agreement and is also in receipt of monies under any other childcare funding programme funded by the Minister, the capitation payable to the Approved Provider under such Agreements shall be taken into account when making payment of such funding.

- 7.5 Whenever under this or any other Agreement in respect of DCDE 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 DCDE childcare programmes), the Minister has the right to deduct that sum from the ECCE Funding then due to the Approved Provider in respect of this Funding Agreement. Notwithstanding any provision, whether expressed or implied in this Agreement, the Minister is entitled to off-set any amount due under this Agreement against any and all amounts owed by the Approved Provider to the Minister howsoever arising.
- 7.6 All sums due to the Scheme Administrator are recoverable as debts, including debts arising from compliance outcomes 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. Please refer to 10.4 hereunder.
- 7.7 Where the Minister directs that funding to the ECCE Programme generally will cease, all registrations under this Agreement will cease.
- 7.8 The Department and the Scheme Administrator reserve the right to make payments of Funding in other frequencies or on other occasions where this is necessary in accordance with the terms of this Agreement and DCDE Rules for the ECCE 2025/2026 and DCDE Rules for AIM.
- 7.9 Payment of ECCE Funding will be conditional on the requirements of this Agreement and DCDE Rules for the ECCE Programme 2025/2026 being fully complied with. The Scheme Administrator may, as an agent acting on behalf of the Minister, withhold, stop or recoup payment with the Minister's consent where the Approved Provider is found to be in breach of the requirements of this Agreement and/or the associated DCDE Rules for the ECCE Programme 2025/2026 and/or the DCDE Rules for AIM. Core Funding or part thereof may also be withdrawn from Partner Services under the conditions set out in the Core Funding Partner Service Funding Agreement.

8. Access, Reporting Requirements and Retention of Records

- 8.1 The Approved Provider shall maintain an attendance record of eligible children that records the daily hours of attendance and also non-attendance (in a weekly format), 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.
- 8.2 The Approved Provider shall maintain accurate child registration information on the EYP in accordance with the Regulations. The Approved Provider must end date a registration with the date a child leaves.
- 8.3 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 ECCE Programme.
- 8.4 The Approved Provider shall ensure that all financial records relating to monies received in relation to the operation of the Scheme are available to the Scheme Administrator or Minister on request. All financial records, and other records and reports required by this Funding Agreement, must be retained for a period of 6 years after the end of the year to which they relate.

- 8.5 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 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, An Garda Síochána and the Office of the Revenue Commissioners.
- 8.6 The Approved Provider shall ensure that any information relating to the ECCE Programme which is submitted via the EYP at the direction of the Minister or the 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.
- 8.7 The Approved Provider must retain a written record (“Parent Statement” and “ECCE Applicant Declaration” Form) of the Agreement with the parent(s)/guardian(s) 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 for the 2025/2026 programme year inclusive, the fee for the childcare service that will be provided to the eligible child, having regard to the Approved Provider’s published fee table and a commitment to offset the ECCE capitation 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.
- 8.8 The Approved Provider must respect and comply with the statutory role and regulatory public accountability responsibilities of the Department, its agents and other relevant statutory bodies, and at all times cooperate fully with the Department, its agents and all other statutory bodies in this regard.
- 9. Department Right of Verification**
- 9.1 The Scheme Administrator may verify the Approved Provider’s Tusla registration and staff qualifications as described in the DCDE Rules for the ECCE Programme 2025/2026. Funding may be withheld until such initial verification is complete.
- 9.2 The Department and the Scheme Administrator have the right to request information and verify information from the Approved Provider to ensure compliance with the terms of this funding agreement and the DCDE Rules for the ECCE 2025/2026 and DCDE Rules for AIM and where applicable to an Approved Provider the Equal Start Rules document at any stage during the term of this Funding Agreement.
- 9.3 In order to assist the Department and Scheme Administrator during the term of this Agreement, the Approved Provider shall maintain appropriate records to enable verification by the Department or agents acting on its behalf that the general terms of this Funding Agreement and the detail of the rules documents are complied with. This includes appropriate records to enable verification of all data provided by the Approved Provider under this Funding Agreement. In particular, such records will include a staffing register which clearly shows the dates, times and durations of each staff member working in each session.
- 9.4 The Approved Provider must retain the documents relating to its fee tables as outlined in this Funding Agreement and as detailed in the DCDE Rules for the ECCE

Programme 2025/2026 and DCDE Rules for AIM and must be able to provide and produce these for inspection at the request of the Scheme Administrator or Department.

- 9.5 The Approved Provider shall permit representatives and agents of the Minister to attend at and permit access to the Approved Provider's [and/or childminder'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 Tusla Early Years Inspectorate, the Scheme Administrator, the Inspectorate of the Department of Education, Better Start Early Years Specialists, 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 cooperate with inspections and audits as required.
- 9.6 Verification, audit and other inspections, including education focused inspections, may be carried out without prior notice being given to the Approved Provider.
- 9.7 Relevant records must be available at all times on-site for inspection and the Approved Provider shall share such records or permit such records to be taken off-site if necessary for the purposes of carrying out such inspections. The Approved Provider shall permit and facilitate representatives and agents of the Minister to make copies of records as deemed necessary.
- 9.8 Better Start Early Years Specialists may contact the service by phone to discuss and agree what level of support is required in relation to relevant applications made under AIM. Where the Specialist determines that more support may be required, a visit will be arranged and this will be agreed with the Approved Provider in advance of the visit. Engagement with the Parents/Guardians will be part of this process.
- 9.9 Funding may be put on hold or stopped in circumstances where representatives and agents of the Minister are not permitted access to the premises or access to all relevant records at the time of the visit.
- 9.10 The outcome of any such 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.
- 9.11 An Approved Provider will receive a sanction (as described below) for persistent non-rectification of non-compliant outcome(s) following a compliance inspection (any programme) and/or failing to engage with the supports provided.
- 9.12 If an Approved Provider fails to rectify non-compliant outcomes within the given rectification period then, depending on the outcome(s), the Approved Provider may be referred onto the Compliance Framework. The Framework, consisting of an initial Supports Level, Level 1 and Level 2, which will provide supports to assist the service in rectifying the non-compliant outcome(s). However, repeated failure to rectify the non-compliant outcome(s), as set out on the Framework, and/or engage with supports offered may result in a sanction.
- 9.13 This sanction, if reached, constitutes 6% of an Approved Provider's annual Core Funding allocation. The sanction is solely calculated using an Approved Provider's Core Funding allocation and does not take into account other funding streams. The sanction is calculated using the Approved Provider's Core Funding allocation pertaining to the programme year the non-compliant outcome was issued, not the year the sanction is applied. 80% of the sanction is payable when an Approved Provider is

initially placed on Level 2 of the Framework with the remaining 20% payable if a service fails to rectify at the end of Level 2.

10. Termination and Withdrawal

- 10.1 The Minister and or Scheme Administrator acting on behalf of the Minister shall be entitled at any time during the term to terminate this Funding Agreement immediately if any one or more of the following events occur:
- 10.1.1 The Approved Provider is removed from either the register of prescribed Early Years or School Age Services maintained by Tusla, the Child and Family Agency.
 - 10.1.2 If an order is made or an effective resolution is passed for the winding up of the Approved Provider's service.
 - 10.1.3 If a receiver, examiner or administrator is appointed over any of the property or assets of the Approved Provider.
- 10.2 The Minister and the Scheme Administrator on its behalf shall be entitled at any time during the term to terminate this Agreement immediately after the following events have been determined by the Minister.
- 10.2.1 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 Funding Agreement;
 - 10.2.2 If the Approved Provider shall commit a breach of any term or condition of this Funding 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 by the Scheme Administrator or Minister;
 - 10.2.3 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;
 - 10.2.4 If the Approved Provider shall cease or threaten to cease to operate all or a substantial part of the service for a prolonged period of time or on a number of occasions;
 - 10.2.5 If any other event occurs which the Minister in their absolute discretion considers might or does materially adversely affect the ability of the Approved Provider to operate the service and/or to comply with its obligations under this Agreement; or
- 10.3 Notwithstanding clauses 8.1 to 8.3 above, this Agreement may be terminated by the Minister without cause by serving 3 months' written notice to the Approved Provider.
- 10.4 The Approved Provider shall pay all legal and other costs, charges and expenses incurred by the Minister in enforcing or endeavoring to enforce the repayment of any monies and/or compliance by the Approved Provider with its obligations hereunder.
- 10.5 Except as provided by the provisions of sub-clause 9.3 this Agreement may be terminated by either party serving 4 weeks written notice to the other party.

10.6 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.

10.7 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 policy/fiscal policy changes.

11. Insurance and Indemnity

11.1 The Approved Provider 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 ECCE Programme, to operate its business and cover all liabilities of the Approved Provider arising in relation to the ELC Service and or a combined ELC and SAC Service pursuant to this Agreement.

11.2 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 Service or a 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.

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, acts or omissions of third parties for whom the Affected Party is not responsible ("Force Majeure event") from fulfilling any of its obligations under this Funding Agreement, the Affected Party shall be relieved of liability for failure to fulfill such obligations provided always that the Affected Party complies with the provisions of this clause. For the avoidance of doubt, the Minister is under no obligation to provide Funding during a Force Majeure event and does so at their own discretion.

12.2 The Affected Party shall notify the other party no later than 5 working days after the Force Majeure event of the estimated extent and duration of such inability to perform its obligations.

12.3 Upon the cessation of the Force Majeure event the Affected Party shall notify the other party of such cessation.

12.4 In the event that a Force Majeure event continues for more than 45 working days, either party shall have the right to immediately terminate this Agreement on written notice to the other party.

12.5 Neither party is entitled to invoke this clause where the Force Majeure event is attributable to its negligence, recklessness, failure to take reasonable precautions against or failure to provide for the relevant Force Majeure event.

12.6 During a Force Majeure event, it is a condition of this Funding Agreement that all Approved Provider staff wages continued to be paid for the duration of the Force Majeure event.

12.7 Payments of the funding provided to the Approved Provider under the Scheme during a Force Majeure event cannot be paid in conjunction with any insurance or compensation received by the Approved Provider from a third party for the same purpose. It is a matter for the Approved Provider to inform the Department of any such payments being received.

13. Non-assignment/Subcontracting

13.1 This Funding Agreement is specific to the Approved Provider who has applied for Funding and the Approved Provider shall not be entitled to assign or transfer the benefit of it, or the obligations arising from it to any other party. For the avoidance of doubt, this clause will not apply to any change in structure to the Approved Provider.

13.2 The Approved Provider shall not be entitled to sub-contract any of its obligations under this Funding Agreement and shall remain primarily responsible for their fulfillment of the Conditions in this Agreement.

13.3 The Approved Provider shall be entitled to sub-contract services, which are additional to its obligations under this Funding Agreement, provided the Approved Provider continues to meet its obligations in respect of the Scheme under this Funding Agreement.

14. Data Protection

14.1 As a condition of Funding received, the Approved Provider agrees to maintain compliance with Data Protection Laws in respect of the Services being provided.

14.2 Each Party remains responsible for their obligations as independent, Data Controllers under the Data Protection Laws and agrees to meet their own respective responsibilities.

14.3 Where personal data is shared between the Parties for the purposes of this Scheme it will be done so in accordance with Schedule 4 of this Funding Agreement.

15. General Provisions

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

15.2 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 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.

15.3 The Freedom of Information Act 2014 applies to this Agreement. The Approved Provider acknowledges that the Minister is subject to the requirements of the Freedom of Information Act 2014 and, subject to constraints arising from commercial sensitivity or a duty of confidentiality, shall assist and co-operate with the Minister to enable the Minister to comply with the same.

15.4 This Funding Agreement may only be varied by an instrument in writing signed by or on behalf of both parties, or electronically if so requested by the Minister, or by acceptance by the Approved Provider of the terms and conditions (as varied) of the Funding Agreement Through the process outlined on the EY HIVE.

- 15.5 A failure or delay by the Minister to exercise any right or remedy under this Funding Agreement shall not in any way be construed as a waiver of the Funding Agreement.
- 15.6 The rights and remedies provided for in this Funding Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 15.7 In the event that any provision of this Funding 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 Funding Agreement shall not be affected.
- 15.8 This Funding Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto expressly and irrevocably submit to the jurisdiction of the Irish Courts.

Schedule 1: Definitions relevant to ECCE Funding Agreement which includes Schedule 2 (General Terms and Conditions governing participation in the ECCE Programme), Schedule 3 (General Terms and Conditions governing participation in the Access and Inclusion Model (AIM)) and Schedule 4 (Framework Agreement for the Sharing of Personal Data)

“2016 Regulations” means the Child Care Act 1991 (Early Years Services) Regulations 2016.

“2018 Regulations” means the Child Care Act 1991 (Early Years Services) (Registration of School Age Services) Regulations 2018.

“2024 Regulations” means Child Care Act 1991 (Early Years Services) (Childminding Services) Regulations 2024.

“Additional Assistance” support provides additional funding to preschools who have a child requiring extra support. ELC Services can use this funding either to reduce the child-to-adult ratio in the preschool room or to fund an extra staff member as a shared resource with other children in the ECCE setting. Please refer to the DCDE Rules for AIM for further information.

“Additional Capitation/Subsidy” means the additional payment(s) made by the Minister to the Approved Provider for the provision of the additional assistance (defined in sub-clause 1.1 above) or for the reduction in the staff-to-child ratio in the ELC Service as set out in Schedule 2 of this Agreement. Administration of AIM shall be the responsibility of the Scheme Administrator and/or the Minister.

“Agreement” means this ECCE Funding Agreement which includes Schedule 2 (General Terms and Conditions governing participation in the ECCE Programme), Schedule 3 (General Terms and Conditions governing participation in the Access and Inclusion Model (AIM)), Schedule 4 (Framework Agreement for the Sharing of Personal Data) and DCDE Rules for the ECCE Programme 2025/2026 available at [ECCE Programme Resources](#).

“AIM” means the Access and Inclusion Model which supports children with a disability to access and meaningfully participate in the ECCE Programme. (See Schedule 2: General Terms and Conditions Governing Participation in the Access and Inclusion Model (AIM)) available at www.aim.gov.ie.

“AIM Rules” means the DCDE Rules for AIM document pertaining to all aspects of the administration and operation of AIM available at <https://aim.gov.ie/aim-supports/aim-policy-and-rules/>.

“AIM Additional Hours” means AIM non-term and AIM plus.

“AIM Standard” means ECCE programme hours.

“AIM Non-Term” means AIM supported hours outside of days on which ECCE is delivered.

“AIM Plus” means AIM supported hours, on days on which ECCE is delivered, outside of time spent in ECCE.

“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 in clauses 8.3, 8.4 and 8.5 above and item number 3 of Schedule 2.

“Approved Provider” means a Tusla registered provider of an Early Learning and Care Service (ELC) or a combined ELC and School Age Childcare (SAC) Service. An Approved Provider delivers ECCE in accordance with the ECCE Programme and has entered into this Agreement with the Minister.

“Better Start” refers to the Better Start National Early Years Quality Development Service hosted by the Scheme Administrator.

“Capitation/Subsidy” means the amount(s) of money payable by the Minister to the Approved Provider in respect of the provision of the ECCE Programme to an individual registered child.

“CAR” means the Compliance Audit and Risk unit in Pobal.

“CCC” means the City/County Childcare Committee. The CCC’s are funded by the DCDE to act as the local agent in the delivery of ELC and SAC.

“Childminder” is a person who is currently or was registered with Tusla as of 2024 under the Child Care Act 1991 (Early Years Services) Regulations 2016 and/or Child Care Act 1991 (Early Years Services) (Registration of School Age Services) Regulations 2018.

“Core Funding” means the supply-side funding stream that the Department has made available to Partner Services in order to achieve a range of policy objectives including improved quality of services, affordability for Parents/Guardians and sustainability for providers.

“Data Protection Laws” 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.

“DCDE Rules for the ECCE Programme 2025/2026” means the rules document pertaining to all aspects of the administration and operation of the ECCE Programme.

“Department” means the Department of Children, Disability and Equality (**DCDE**).

“Early Years Platform (EYP)” is the system that hosts all DCDE childcare schemes allowing Approved Providers to manage the administration of their facility or facilities, including organisation details, funding agreements, registrations and funding related to all DCDE childcare funding programmes. It contains the NCS applicant portal and the Approved Provider portal titled **“EY HIVE”** among other systems. The platform can also be used to submit queries and receive responses and information from the Early Years Provider Centre.

“Early Years’ Service” as defined in the Child and Family Agency Act 2013, means a service providing a preschool service and/or a school age service.

“ECCE” means the Early Childhood Care and Education Programme, a universal two-year preschool programme available to all children within the eligible age range funded by the Department.

“Educator” means an Early Years qualified staff member with a minimum of a National Framework of Qualifications (NFQ) Level 5 major award in early childhood care and education, or a qualification that the Minister for Children, Disability and Equality has deemed to be equivalent.

“Equal Start” is a funding model and a set of associated universal and targeted measures to support access and participation in early learning and care (ELC) and school-age childcare (SAC) for children and their families who experience disadvantage.

“Funding” means the payment(s) made by the Minister to the Approved Provider for the provision of the ECCE Programme as set out in Schedule 2 of this Agreement and in the DCDE Rules for the ECCE Programme 2025/2026. Administration of the ECCE Programme shall be the responsibility of the Scheme Administrator and/or the Minister.

“Funding Agreement” means this Agreement between the Minister and the Approved Provider for the ECCE Programme which incorporates the ECCE Programme rules document.

“Lead Educator” means an Early Years Educator or childminder who leads practice with a group of children (previously referred to as “room leader”). Lead Educators in an ECCE service must hold a minimum of a National Framework of Qualifications (NFQ) Level 6 major award in early childhood care and education, or a qualification that the Minister for Children, Disability and Equality has deemed to be equivalent.

“Minister” means the Minister for Children, Disability and Equality (DCDE).

“NCS” means the affordable childcare scheme established under the Childcare Support Act 2018 and known as the National Childcare Scheme.

“Parent Statement” provides clarity and transparency for Parents/Guardians regarding services delivered, information about the Department’s schemes, and fees charged. The Parent Statement introduced under Core Funding has been adopted across all schemes since the 2023/2024 programme year (ECCE, NCS, CCSP Saver and Core Funding) and has a streamlined, online process.

“Partner Service” means an Early Learning and Care (ELC) and/or School Age Childcare (SAC) service in its entirety, including all rooms, sessions and Service Types within that service, who has entered into the Core Funding Partner Service Funding Agreement with the Minister. Partner Service may include Childminders who meet eligibility criteria set out in the Core Funding Agreement.

“Ratio” has the meaning set out in the Child Care Act 1991 (Early Years Services) Regulations (Section 16) 2016.

“Scheme Administrator” means the body appointed by the Minister to administer the ECCE Programme. Functions carried out by the Scheme Administrator on behalf of the Minister under this agreement may be carried out by the Minister or other agent appointed by the Minister from time to time and Approved Providers will be notified accordingly of any change. For the purpose of the 2025/2026 programme year, Pobal are administering the ECCE Programme.

“School Age Childcare (SAC) Service” has the meaning assigned to it by section 58A of the Child Care Act 1991, as amended.

“Term” shall cover the period 25th August 2025 to no later than 3rd July 2026 or, where appropriate, subject to Schedule 2 sub-clause 19(ii) of this Agreement, 25th August 2025 to 17th July 2026 of ELC Service provision agreed between the Approved Provider and the Minister.

“Tusla” refers to the Child and Family Agency.

“Working Day” means a day which is not a Saturday, Sunday or public holiday.

Schedule 2: General Terms and Conditions Governing Participation in the ECCE Programme

1. In order to participate in the ECCE Programme the Approved Provider must have access to facilities that enable him or her to conduct business online, and a dedicated EY HIVE user account. The Approved Provider shall administer its functions in relation to the ECCE Programme via the EY HIVE.
2. Administration of the ECCE Programme shall be the responsibility of the Scheme Administrator and/or the Minister.
3. The Approved Provider shall 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 email address to be used for communications from the Scheme Administrator and/or the Minister in relation to the ELC and/or a combined ELC and SAC. The Scheme Administrator and/or the Minister reserve the right to communicate important information, including information relating to payments, electronically.
5. It is the responsibility of the Approved Provider to access the EY HIVE on a regular basis, to ensure they are aware of any new changes made to such policies, guidelines and/or programme governance protocols. The Scheme Administrator uses the EY HIVE, through announcements and notifications to engage and inform Approved Providers on a range of issues and to publish any updates and therefore it is the responsibility of the Approved Provider to check these communications regularly.
6. The Approved Provider shall submit information relating to the Scheme via the EY HIVE or by any other means as directed by the Scheme Administrator and/or the Minister.
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 working hours, shall also be provided.
8. The Approved Provider must adhere to the DCDE Rules for the ECCE Programme 2025/2026 document and with the DCDE Rules for AIM, the 'Policy on the Operation of the Access and Inclusion Model' and other relevant information.
9. The Approved Provider must submit a service calendar annually to the Scheme Administrator through the EY HIVE, in such form as may be directed, in accordance with the DCDE Rules for the ECCE Programme 2025/2026 document. The service calendar must be displayed at all times in an area accessible to Parents/Guardians 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 submit a fee table to the EY HIVE which demonstrates that, where children attend the service outside their ECCE hours, the ECCE hours are available free of charge to the Parent/Guardian. The fee table shall display fees inclusive and exclusive of ECCE hours, including: fees payable with regard to childcare provision outside of ECCE for children taking part in ECCE within full-time or part-time provision; and fees ordinarily payable with regard to a child of the same age attending for the same hours attending full-time or part-time but not participating in the ECCE Scheme.
11. The Approved Provider must publish a fee table, prior to the beginning of the 2025/2026 programme year, using a standard template specified by the Scheme Administrator. The fee table 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 qualifying Parents/Guardians once the CCC has agreed any increases in fees. The Approved Provider agrees to allow the Scheme Administrator to publish their fees online and in any other form, and to publish this data and use the data in aggregate form for the purpose of reporting.
12. The Approved Provider shall submit a 2025/2026 service calendar to the EY HIVE prior to the signing of the Funding Agreement but no later than 2 weeks prior to the new programme year 2025/2026.
13. The Approved Provider shall operate the ECCE Programme free to Parents/Guardians in return for the applicable capitation rate where their child only attends the preschool element of the service. The Approved Provider may only charge Parents/Guardians for optional extras prescribed on the DCDE ECCE Optional Extras List.
14. Where an Approved Provider provides a sessional service **only**, an additional 30 minutes per day may be offered as an optional extra, however this additional charge shall be on the fee table and included in the Parent Statement for the Parent/Guardian to sign.
15. Optional additional services **may only be selected from the approved DCDE List** and shall not include activities which are considered key parts of the ECCE curriculum e.g. general arts and crafts activities. Appropriate programme-based activities shall be provided to children not participating in an optional activity where this takes place during the required period of preschool provision.
16. All such optional extras shall be included on the ECCE fee table for approval by CCC's. All changes/updates shall be first agreed with the CCC's before giving Parents/Guardians 20 working days written notice of any change.
17. The Approved Provider shall provide an appropriate educational programme for children in their preschool 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.

18. Eligible children can be registered for the ECCE Programme once they have turned 2 years 8 months on or before 31st August 2025 and will be aged not more than 5 years and 6 months on or before 3rd July 2026 unless an exemption to the upper age limit has been granted by the Minister.
19. Participation in the ECCE Programme is on the following basis:
- (i) 38 weeks of 3 hours per day for 5 days a week (a minimum of 182 days) during the period 25th August 2025 to 3rd July 2026; OR
 - (ii) Subject to the prior agreement of the Minister, 41 weeks of 3 hours 30 minutes per day for 4 days a week (156 days) during the period 25th August 2025 to 17th July 2026. A small number of services have been allowed in the past where, it is not possible for an Approved Provider to operate over 5 days.² Approved Providers should note that no further such exceptions are allowed. Where an exception has previously been allowed on this basis, the Approved Provider may be allowed to participate in the programme on the basis of providing the preschool year for 3 hours 30 minutes per day for 4 days per week. In such cases, an Approved Provider shall provide the ECCE Programme over 41 weeks (156 days) and references to 38-week services shall be taken as applicable to such Approved Providers; OR
 - (iii) A minimum number of weeks within each term (to be agreed and communicated by the Department and/or the Scheme Administrator) shall be delivered by the service between the period of the 25th August 2025 and the 3rd July 2026.
20. The Approved Provider must retain a record of the “ECCE Applicant Declaration” Form and “Parent Statement” agreed and signed by the Parent/Guardian.
- These records must be signed by the Parent/Guardian.
21. The Approved Provider will be paid a capitation for each eligible child enrolled and attending the ELC Service or combined ELC and SAC. The capitation will be of such amount as may be determined by the Minister from time to time. The capitation rate effective from 25th August 2025 will be equivalent to €69.00 per week. To allow for the annual ECCE capitation to be paid to a 41-week service, the weekly capitation rate will be €63.95.
22. The Approved Provider will be paid additional capitation under AIM in relation to approvals made for additional assistance in the preschool room or for the reduction in the staff-to-child ratio to ensure that a child or children can access and meaningfully participate in the ECCE Programme. AIM Level 7 capitation is paid at a rate of €246 per week to enable a service to supplement their staffing by up to 30 hours per week, including standard hours during ECCE and additional hours outside of ECCE (AIM Plus and AIM Non-Term).
23. Where an Inclusion Coordinator is employed by the preschool setting, the Approved Provider will be eligible to apply for an increase in the rate of ECCE capitation payable

² A small number of services are permitted to run over 41 weeks in exceptional circumstances. These existing arrangements will continue for these registered services only and are subject to all rules contained herein except that they can deliver the ECCE Programme for 4 days per week for 3.5 hours per day. No other service can avail of the 41-week option. Once a service relinquishes their 41-week option they may not revert to it in the future.

to the service of €2 per week per child registered on the ECCE Programme in that ECCE setting.

24. The Approved Provider must offer free ECCE only sessions. Parents/Guardians/Children availing of such sessions will not be required to attend or pay for any additional service offers. The Approved Provider shall ensure that Parent/Guardian are informed that their agreement to additional hours or to any optional charge is not compulsory and that agreement is not a condition of initial or continued enrolment. In the case of additional hours, while not a condition of enrolment, part-time and full-time services may prioritise places for those who wish to avail of extra hours over those availing of ECCE only.
25. Booking deposits to reserve an ECCE place may be taken from Parent/Guardian provided such booking deposits are no more than 4 times the weekly capitation applicable to the ELC Service. The deposit shall be repaid in full to the Parent/Guardian once the child's registration has been approved on the EY HIVE.

If a service is holding a legacy deposit that exceeds 4 times the weekly ECCE capitation amount for a child that has been attending that service prior to their commencement on ECCE, and has not collected a separate ECCE deposit then, depending on the level of ECCE service, the service shall return the full amount of the DCDE capitation held on deposit to the Parent/Guardian once the child's registration is approved on the EYP, regardless of when that deposit was collected. Failure to return equivalent ECCE deposits to the Parent/Guardian after the EY HIVE registration approval may result in the suspension of ECCE Funding.

26. All places provided under the ECCE Programme by the Approved Provider shall meet the requirements in terms of length per day, days per week, and weeks per year. It is not mandatory that children are registered on the EY HIVE for 5 days per week (registration should reflect expected attendance). Where a child is enrolled on the ECCE Programme for fewer than 5 days, the Approved Provider will be paid a pro-rata capitation in respect of that child.
27. In the case of children with additional needs, the current provision for suspension of payment under the ECCE contract in relation to absences will not apply to the payment under AIM unless there is an indication that the child will not return to the service. This also applies where the service has chosen to reduce ratios. However, the need to inform the CCC's and the Scheme Administrator of absences will be a continued requirement in line with the compliance rules of ECCE and these absences will need to be flagged as exceptions on the EY HIVE for the purposes of compliance visits.
28. The Approved Provider shall have a minimum daily enrolment of 8 children in preschool room sessions who are eligible for the ECCE Programme. Subject to compliance with all other contractual requirements, exceptions will be considered by the Minister (through the CCC's) in the case of:
 - a) Approved Providers who have a daily enrolment of at least 8 children, but for good reason, only 3 or more are in the ECCE Programme and the remainder are between the ages 2½ years and 6 years;
 - b) Services limited by capacity but are considered appropriate settings for delivery of the preschool programme and have a daily enrolment of not fewer than 5 ECCE eligible children in preschool room sessions;

- c) A service that has a full ECCE room **and** has additional children eligible for ECCE in another room that is delivering the ECCE preschool programme to a daily enrolment of not fewer than 5 children subject to the requirement that ECCE staff qualification criteria are met;
 - d) Tusla-registered childminders with a daily enrolment of 5 children between the ages of 2½ years and 6 years;
 - e) A Service has a minimum of 4 children in a childcare service, who are all eligible for the ECCE Programme and is based in an area where no other ECCE provision is available to Parents/Guardians.
29. Where a preschool room caters for not more than 11 children, it shall be delivered by a Lead Educator. Where a preschool room caters for between 12 and 22 children, it shall be delivered by a Lead Educator assisted by a suitably qualified Educator.
30. The Approved Provider shall ensure that each ECCE room/session has a Lead Educator holding a minimum level 6 qualification on the NFQ in the specialisation of early learning and care or an equivalent nationally recognised qualification or higher award, as set on the published list Early Years Recognised Qualifications or shall otherwise be deemed eligible by the Minister. The published list Early Years Recognised Qualifications is available on the Department's website (www.gov.ie/dcde). The Approved Provider shall ensure that all staff employed by the Approved Provider working with the Lead Educator and children in the ELC Service hold, at a minimum, a level 5 qualification on the NFQ in the specialisation of Early Learning and Care or an equivalent nationally recognised qualification or a higher award, as set on the published list Early Years Recognised Qualifications or shall otherwise be deemed eligible by the Minister. In exceptional cases, an exemption may be made under AIM, wherein a child with medically complex needs who is availing of AIM Level 7 requires specialised health supports, for example healthcare assistant or nursing care. An exemption may be granted by the Scheme Administrator where it is considered that such specialist support is required, and this may detail the qualification requirements or relevant specialist training of the staff member involved.
31. 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. Details of the attendance rules are set out in DCDE Rules for the ECCE Programme 2025/2026.
32. A Parent/Guardian shall give the Approved Provider 4 weeks' notice of a child's departure from a service. Where no notice of departure is given by a Parent/Guardian, the Approved Provider may claim up to 4 weeks capitation in lieu of notice in accordance with the DCDE Rules for the ECCE Programme 2025/2026. In such cases, any new Approved Provider will not be able to register the child until the 4 weeks has elapsed and the original Approved Provider has ended the registration.
33. The Approved Provider may submit an application for AIM as early as May in advance of the relevant child or children commencing on the ECCE Programme or when the relevant need is first observed after the child has commenced on the ECCE Programme, whichever comes first.
34. The Minister reserves the right, at its sole discretion, to decline any such application for funding.

35. The Minister shall set the terms and conditions under which this Funding Agreement will wind down.

Schedule 3: General Terms and Conditions Governing Participation in the Access and Inclusion Model (AIM)

The Approved Provider will comply with AIM Programme Rules 2025/2026 (available on the AIM website (www.aim.gov.ie)).

AIM Level 1 - Where a graduate of the LINC programme is employed by the preschool setting and has taken on the role of an Inclusion Coordinator, the Approved Provider will be eligible to apply for an increase in the rate of ECCE capitation payable to the service as follows:

- An increase in the rate of capitation payable to the service of €2 (pro-rata), per ECCE-eligible registered child, per week over 38 weeks.

OR

- An increase in the rate of ECCE capitation payable to the service of €1.85 (pro-rata), per ECCE-eligible registered child, per week over 41 weeks, where the service is approved to run for 41 weeks per year.

AIM Level 1 - The Approved Provider will engage with the City and County Childcare Committee (CCC) around participation in the Diversity, Equality and Inclusion Charter and Guidelines training.

AIM Level 2 – The Approved Provider shall be familiar with the contents of the AIM Programme Rules 2025/2026.

AIM Level 3 – The Approved Provider shall engage, where necessary, with any training provided which has been deemed necessary in order to allow for a child’s meaningful participation in the Early Childhood Care and Education (ECCE) Programme.

AIM Level 4 – The Approved Provider shall engage with Better Start Early Years Specialists when applying for targeted AIM supports (with the exception of AIM Level 5).

AIM Level 5 – The Approved Provider shall adhere to the conditions in the AIM Programme Rules 2025/2026 for provision of specialised equipment, appliances and minor alterations under AIM Level 5. The Approved Provider shall engage with the Scheme Administrator and any other body who will provide training in relation to any equipment or appliance granted under the AIM Programme.

AIM Level 6 – The Approved Provider shall engage with Better Start Early Years Specialists and any relevant HSE therapists in relation to therapies required by a child in their service.

AIM Level 7 - Where additional assistance has been granted under AIM Level 7, staff hired by the service shall satisfy the qualification requirements of the Early Years Services Regulations 2016, which stipulate that all staff working in preschool services shall have, at minimum, a major award in Early Childhood Care and Education at Level 5 of the National Framework for Qualifications (NFQ) or a qualification deemed by the Minister for Children, Disability, and Equality (DCDE) to be equivalent. In a minority of cases, an exemption may be granted by the Scheme Administrator where it has been deemed that specialist care is required and is critical to the child’s meaningful participation in the ECCE Programme. Such exemptions will primarily be for children with medically complex needs who require specialised health supports.

Schedule 4: Framework for Sharing of Personal Data

1. Definitions for Schedule 4

- 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 under the GDPR
- b) **“Shared Personal Data”** is the personal data and special category personal data to be shared between the parties.

2. Purpose and Legal Basis

- a) This Schedule 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. The Approved Provider is a Data Controller for Personal Data and Special Categories of Personal Data for the following data subjects:
 - (i) Parents/Guardians and children who avail of the ELC Services provided by the Approved Provider and also facilitates the payment of financial support to Parent/Guardian for children under the Scheme;
 - (ii) Staff and personnel of the ELC Service
- 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, necessary for compliance with a legal obligation to which the controller is subject (GDPR Article 6(1) (c));
 - In the case of the Minister, where the details of the Partner Service participation in the Scheme to be published by the Minister as agreed in clause 4.6.19 of this Agreement could be deemed to constitute Personal Data (GDPR Article 4), processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the Minister (GDPR Article 6(1)(d));
 - In the case of the Approved Provider, 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 2 of Schedule 4.
- f) Pobal, as the 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 PARENT/GUARDIAN

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
- Medical condition and identity of child's medical specialist OAE
- 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 SERVICE 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 Parent/Guardian 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 organisational measures necessary to maintain the security of the Scheme database.
 - (ii) The Approved Provider is responsible for providing the appropriate technical and organisational 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 organisational 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.