Service Level Agreement

Section 56 of the Child and Family Agency Act, 2013

Preface

TUSLA, the Child and Family Agency is responsible under the Child and Family Act 2013, for a wide range of services dedicated to the support of children and families.

This document is a legal contract for family services funded under Section 56 of the Child and Family Agency Act 2013 and this document forms the conditions of under which the service is funded, whilst also ensuring full compliance with statutory obligations regarding all relevant legislation and regulations.

All Section 56 service providers funded by Tusla are required to have a signed Service Level Agreement in place and Your continued cooperation and commitment are essential as Tusla moves forward with the implementation of the reform improvement programme themes of Practice, Culture and Structure to ensure children, young people, families and communities receive a consistent, high quality and integrated response from all our services.

We are also cognisant of the values and principles outlined in Empowering Communities, Sustainable Development, Respect, Value for Money and Collaboration as set out in the Sustainable, Inclusive and Empowered Communities – a Five-Year Strategy to Support the Community and Voluntary Sector in Ireland 2019-2024.

Tusla's values of Trust, Respect, Kindness and Empowerment define how we, as an Agency, expect staff to behave. Our aim is to create a culture where we live and embed these values in our everyday engagements with service users, stakeholders and each other. It is through our values that we put those who use our services at the heart of everything we do, create a more positive and supportive working environment, and build trust and confidence in our services.

Collaboration, partnership, and active participation working are key components of our Service Level Agreement which will be critical to the successful delivery of services to children and families.

Tusla is committed to the adoption of these agreed set of values and principles working both at national and local level. These values and principles will underpin Tusla's interactions with funded services throughout the term of the Service Level Agreement.

Our purpose and mission is

"To support and promote the development, welfare, education, and protection of children and young people, the effective functioning of families and the continued care for adults who use our services."

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INTRODUCTION

This Agreement represents the whole and only agreement between Us and You in relation to the entering into of an agreement for the provision of the Services pursuant to Section 56 of the Child and Family Agency Act 2013 (the "2013 Act").

(a) This Agreement supersedes and extinguishes any Pre-Contractual Statement.

(b) Each Party acknowledges that in entering into this Agreement it is not relying upon any Pre-contractual Statement which is not set out in, or referenced in, this Agreement.

(c) No Party shall have any right of action against any other Party to this Agreement arising out of or in connection with any Pre-contractual Statement.

(d) This Agreement between You and Us is valid for one year from the Service Commencement Date.

(e) Tusla will give **3 months' notice** if it does not intend to enter into a further contract

(f) We agree to operate this Agreement in a fair and Reasonable manner, with mutual respect and by reference to clause 20 of this Agreement, if applicable.

(g) This Agreement will be operated in compliance with all relevant legislation including but not limited to the Child Care Act 1991, The Child and Family Agency Act 2013, and the Freedom of Information Act 2014, Educational Welfare Act 2000, the Data Protection Act 2018 (the "2018 Act"), Data Protection Acts 2003 and 1988 (to the extent applicable), General Data Protection Regulation (EU) 2016/679 ("GDPR") and any other laws and regulations that may apply. .

Part A - SERVICE AGREEMENT

1. General Provisions

1.1 Background

a. The Child and Family Agency ("TUSLA") is required by statute to provide services, including child and family services and to provide care and protection for victims of domestic, sexual or gender-based violence.

TUSLA's services include:

- Child Protection and Welfare Services
- TESS, Tusla Educational Support Services
- Alternative Care
- Family and Locally based Community Supports
- Childrens Regulation Services
- Domestic, Sexual and gender-based Violence Services
- Adoption
- Counselling and Therapeutic Services

b. The 2013 Act empowers TUSLA to provide Funding to a service provider under Section 56 of the 2013 Act.

c. TUSLA wishes to secure the provision of the Services, and the Provider wishes to provide the Services.

d. Every Provider must provide the Services in compliance with the terms of the 2013 Act, this Agreement, and in accordance with The Children First Act 2015 and Children First National Guidance for the Protection and Welfare of Children which places legal child safeguarding obligations on organisations and professionals. https://www.tusla.ie/children-first/children-first-guidance-and-legislation/

e. This Agreement sets out the standard terms and conditions upon which Funding is granted by TUSLA.

f. The relationship between You (as the "Provider") and Us (as the Party providing the Funding) is one of mutual respect. Each Party has a shared goal to ensure the delivery of safe, quality, effective services for children, families and victims of domestic, sexual and gender-based violence pursuant to this Agreement, and to work collaboratively and constructively in a spirit of goodwill, and partnership while acknowledging the requirement for accountable, responsible and effective expenditure of public monies

g. TUSLA and the Provider shall have regard for the provisions of DPER Circular 13/2014 issued by the Department of Public Expenditure and Reform. This circular refers to an overall principle that there be transparency and accountability in the management of public money, in line with economy, efficiency and effectiveness.

1.2 Terminology

(a) In this Agreement, certain words and phrases have defined meanings. These are indicated by capital letters (e.g. Funding).

(b) Definitions of these can be found in the Glossary of Terms (Section 28).

1.3 Terms of this Agreement

(a) The first instalment of the Funding approved under the terms of this Agreement will commence on the Agreement Commencement Date.

(b) This Agreement sets out the terms and conditions on which 'We' (TUSLA) will provide Funding to 'You' (the Provider), and in accordance with which You shall deliver the agreed Services. This Agreement is comprised of: (i) Standard Terms upon which Funding is granted by Us (contained in Sections 1 to 20 of this Agreement); and (ii) The Particulars of this Agreement which contain some specific terms about You, the Funding, the Services, and Governance and Compliance Requirements (contained in Sections 21 to 27 of this Agreement).

(c) This Agreement may also specify or refer to documents, guidelines, policies or standards (and which form part of this Agreement), that You must comply with in relation to particular Funding or Services.

(d) The person who signs this Agreement on behalf of 'You' must be an Authorised Signatory (i.e. authorised enter into binding legal agreements on Your behalf, such as the Chairperson, CEO, Director, Trustee etc. of the Provider.)

(e) If at any time you fail to meet the terms outlined, We may seek to recoup funds already paid to You, and/or suspend and/or cancel any future Funding. As a result, You may also be liable to repay all, or any portion of the Funding already paid to You.

(f) You must comply with all legal requirements and policies and guidelines issued by any Government Department or by Us in respect of child protection and protection of vulnerable adults

(g) You must develop and implement all child safeguarding procedures including reporting of suspected or actual abuse in line with Children First measures and practice.

WHAT WE MUST DO

2. General Obligations

Subject to the terms and conditions set out in this Agreement, We shall provide Funding to You in the amount agreed, in accordance with the payment arrangements set out in the Funding Particulars (Section 22).

(a) We will provide the Funding to You in a timely and accountable manner.

(b) We may fund all or a part of the Funding application and may, at our discretion, attach additional Special Conditions to ensure the Funding is used for the purposes intended. Such Special Conditions may be set out in the Funding Particulars (Section 22) or otherwise communicated by Us

to You in writing.

(c) Our obligation to provide the Funding to You will start at the Agreement Commencement Date and will stop at the earlier of: (i) the Agreement Expiry Date;(ii) termination of this Agreement; or (iii) any determination by Us pursuant to the Agreement to reduce or cease Funding.

(d) For the avoidance of any doubt, the provision of any Funding by Us to You under this Agreement shall not give rise to any entitlement or legitimate interest on Your part to receive any future Funding or for the renewal of the Agreement after its expiration or termination.

(e) The expiry or termination of this Agreement will not affect the exercise by either party of any right to act or to seek remedy for an action or omission that has occurred during the Term of the Agreement.

(f) We may liaise with other public bodies who provide Funding to You in the interest of managing public money most effectively and You shall co-operate with Us and any other public bodies in this regard. This may include sharing of financial information and/or financial returns provided by You to Us with those public bodies who also provide Funding to You subject to compliance with data protection laws.

3. Variation Agreement

During the term of this agreement, we may request an increase/decrease of services, which we may provide you with increase or decrease in funding. We will provide you with reasonable notice. Such Funding and Additional Services will be added to this Agreement through a Variation Agreement (Section 24).The variation agreement can be accessed through Commissioning Portal

4. Our and Your Conduct, Values and Behaviours

Us and you will liaise and work collaboratively to improve Our knowledge base of Service Delivery practice and outcomes. We value the expertise provided by providers and endeavour to engage with you in sharing best practice and strategies in working with children, families and victims of domestic, sexual and gender-based violence.

Our values of Trust, Respect, Kindness and Empowerment define how we, as an Agency, expect staff to behave. Our aim is to create a culture where we live and embed these values in our everyday engagements with service users, stakeholders and each other.

(a) Trust - honest, truthful and responsible when providing our services, respect privacy, seek feedback and use it to inform how we improve, follow through on our commitments

(b) Kindness - show care and compassion with those who need our help, help where we see others that require assistance, compassionate in explaining decisions even when the decision is difficult

(c) Respect - treat people with dignity and fairness, us and you will collaborate and work in partnership with others, be informed and influenced by the opinions and experiences of others, communicate in a way that helps others to understand and, listen to ensure both understand

(d) Empowerment - work hard to go the extra mile to help someone achieve their best, ensure we continuously learn and develop our knowledge and skills, work collectively with our stakeholders to achieve our collective goals, work hard with others to find solutions that work

WHAT YOU MUST DO

5. Use of Funding and Delivery of Services

5.1 General Obligations

(a) You must: (i) communicate with Us, and where information is requested, it must be supplied to Us, Our Auditors or other parties nominated by Us as and when We may reasonably require it; and (ii) comply with all of Our requests, directions, and monitoring requirements to Our reasonable satisfaction.

(b) You must: (i) use the Funding for its intended purposes of delivering the Services and deliver the Services strictly in accordance with this Agreement; (ii) where requested provided evidence of vouched expenditure; (iii) comply with Tusla - Hospitality and Gifts Policy and ensure no vouchers or other gifts are made to staff from Tusla funding.

(c) (i) comply with Public Procurement Regulations (if You are in receipt of 50% or more of exchequer funding) when making purchases of works, services or supplies using the Funding and use Your best endeavours to deliver value for money in the use of the Funding. You shall co- operate and collaborate with Us (including engaging in procurement initiatives) to achieve value for money; (ii) comply with all policies highlighted in this Agreement and with all obligations under the Freedom of Information Act 2014 and the Data Protection Acts 1988 and 2003 (as may be amended, updated or replaced). We may require your assistance and co-operation in complying with any obligations under these Acts; (iii) promptly notify Us of any relevant matters that You reasonably think might affect Your ability to deliver any of the Services or meet Your obligations under this Agreement; and (v) obtain and maintain all permits, registrations and licenses required to be taken out and/or maintained in connection with Your performance of the Services.

(d) You are responsible for ensuring compliance with Your obligations under this Agreement, despite: (i) any assistance We may provide; and (ii) any subcontracting of the Services or any arrangement by which any of the Services are delivered under Your direction and authority.

(e) You are responsible for maintaining compliance and keeping up to date with all statutory legislative requirements as relevant to the type of service provided and with any changes to such requirements.

5.2 Child Safeguarding Statement

(a) You are required, in compliance with your statutory obligations under of the Children First Act 2015, to have in place a Child Safeguarding Statement. We reserve the right to take all reasonable measures to assure ourselves that you are meeting and implementing your statutory obligations under section 11 and failure to meet those requirements may lead to the withdrawal of funding.

5.3 Compliance Requirements

You must:

(a) comply with all legal requirements and national guidelines in respect of child protection, protection of vulnerable adults and reporting of actual or suspected abuse;

(b) comply with all legislative requirements in relation to the Funding, the Services and this Agreement, including those set out in Section 25;

(c) and maintain and adhere to clear policies and procedures for protecting and safeguarding the welfare of children and young people;

(d) adhere to the Governance and Compliance Requirements set out in Section 26.

5.4 Complaints and Feedback

You must also comply with all parts of section 67 of the Child and Family Agency Act 2013 dealing with adherence to complaints and complaints review procedures as a condition of arrangements with service providers . You must also comply with section 70 (2) and (3) which is the legislative requirement to report to Tusla on a yearly basis with the details of all complaints received and the nature and outcome of each.

5.5 Service Commencement and Delivery

(a) You must: (i) commence the delivery of the agreed Services by no later than the Agreement Commencement Date, except where otherwise agreed or notified by Us in writing; (ii) not commit to spending any of the Funding before We confirm in writing to You that provision of the Funding has been agreed; (iii) only use the Funding for the purpose set out in the Funding Particulars (Section 22) unless prior written permission to do otherwise is received from Us (with such approval being given at Service/National Director level or above); (iv) comply with the Service Particulars (Section 23) and continue to deliver the agreed Services until the Agreement Expiry Date or such other date as agreed with Us; (v) not cease or change any of the Services without prior written approval from Us (with such approval being given at Service/National Director level or above) or pursuant to a Variation Agreement (Section 24); and (vi) not fund any activities or services contrary to The Child and Family Agency Act 2013 together with any guiding principles relevant to the services being provided. http://www.TUSLA.ie/services/child-protection-welfare

(b) If any of the Services cease to be delivered, You must co-operate with Us in relation to: (i) the process that You will employ to cease those Services; (ii) the continuity of those Services to the Service Users; and (iii) handling of records and information in relation to those Services in compliance with the provisions of Data Protection Legislation.

5.6 Your Conduct

(a) You must conduct all activities that comprise the Services diligently, effectively and in a professional manner by: (i) delivering the Services without coercion and in a manner that promotes the privacy, dignity, self-esteem and independence of Service Users;

(ii) providing Service Users with access to and assistance with the Services on the basis of need, but otherwise on a non-discriminatory basis, except where the Services are delivered to meet the needs of specific Service Users; and (iii) raising awareness with participants in Your activities of their right to be free from abuse (mental, physical, emotional, sexual, financial, etc.).

(b) You must collaborate and coordinate, where necessary, with other relevant Service Providers (including voluntary, community, statutory and private Service Providers) and government agencies with a view to delivering the most effective Services for the overall benefit of Service Users.

5.7 Dispute Resolution and Complaints Process

(a) You must apply Our Feedback and Complaints procedures, www.tusla.ie/feedback/complaints established pursuant to Part 9 of the Child and Family Agency Act 2013, in particular 67(1)a for dealing with complaints about any of the Services.

(b) We may, at our absolute discretion, under section 67(1)b agree to You establishing procedures for dealing with complaints against You, to be used in place of Our procedures. In so agreeing, We must be satisfied that Your procedures will be of a comparable standard to Our procedures.

(c) Where agreement under part 5.5(b) is made, it is, under section 67 (2) of the CFA act 2013, a condition of such arrangement is that the service provider shall co-operate with the Agency, or with any person to which the Agency assigns its functions under section 64 (4), in any review of a recommendation made by a complaints officer following the investigation of a complaint against the service provider and under 67(3) The Agency shall exercise any rights or remedies available to it under such arrangement if the service provider concerned does not fulfil any of the applicable conditions specified in subsections (1) and (2) of section 67.

(d) You must accept that complaints made by those eligible to do so,

(e) complaints to and about Your organisation are the responsibility of Your governing body. However, if they are likely to affect Service Delivery, You must notify Us and outline any actions taken or planned within fourteen (14) days of the difficulties or dispute arising.

5.8 Governing Law and Jurisdiction

(a) This Agreement is governed by the laws of Ireland.

(b) Each Party agrees that the courts of Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement. Any proceeding, suit or action arising out of or in connection with this Agreement shall therefore be brought in the courts of Ireland.

5.9 Other Government Funding

(a) Where Funding is being provided from two or more government sources, You are required to provide Us annually with a declaration including: (i) the source, amount and purpose of all other exchequer funding You receive; and (ii) a statement that there is no duplication of funding for the same activity/project. Such statements shall be provided to Us prior to the Agreement Commencement Date and thereafter on the earlier of: (A) the making of an application for such funding; or (B) the grant of such funding to You. The declaration will be in the format of the Statement of Compliance (Section 26 (D) of this agreement). All sources of Exchequer funding must also be itemised and disclosed in Your Annual Accounts as per Circular13/2014.

6. Governance and Reporting Obligations

6.1 Governance requirements (where relevant)

(a) You must: (i) deal with Us at all times in accordance with the provisions laid out in this agreement and the Service Particulars (Section 23); (ii) adopt and comply with the provisions contained within DPER Circular 13/2014 and the relevant code of governance for your organisation, from the Charities Regulator Governance Code and Revenue guidelines on corporate governance incl. up to date tax clearance, and the TUSLA Governance Framework, as amended from time to time; (iii) furnish Us with a signed Financial Compliance Statement annually (iv) furnish us with a financial review document annually (v) review and improve processes for monitoring Your compliance with the codes referenced in this section and take appropriate actions where required; and (vi) immediately notify Us in writing of the occurrence of anything which may affect the delivery and provision of the Services.

(b) You will ensure that Your management processes enable: (i) the Services set out in the Service Particulars (Section 23) to be optimised; and (ii) timely, effective and accountable decision making.

(c) Annual report to include report on complaints and reviews

You must provide a yearly report at a time directed by Us to comply with all parts of section 70 (1), (2) and (3) of the Child and Family Agency Act 2013 dealing with the requirement for Annual reporting to on complaints and reviews.

(d) in order to meet our obligations under section 70 of the Child and Family Agency Act 2013 the service provider shall submit all relevant complaints data into the commissioning portal for compliance with reporting requirements

6.2 Reporting Requirements and other information

(a) You must comply with Our Reporting Requirements and provide the information to us within the timeframe specified.

(b) You shall, after receiving reasonable notice from Us, promptly provide: (i) the reports specified in Your Governance and Compliance Requirements (Section 26) more regularly than stated; and (ii) information in any way concerning You, Your Service Delivery or the carrying out of Your obligations under this Agreement (including Service performance or financial reports). We shall provide the rationale for such a request.

(c) Complete and return the annual Financial Compliance Statement within the timeframe specified.

(d) Where an Internal Audit report finding indicates that of Unsatisfactory you will engage with Us, and we will support you to implement all recommendations. Where engagement and/or timely implementation of auditing findings is not sufficient We may suspend funding to You.

(e) Any reasonable notice that We give You requesting information need not be in any specified form but shall state: (i) the relevant reports or information we require and how regularly You must give them to Us; (ii) the format in which We require You to provide the information; and (iii) the time within which You are required to provide the information. Such requests will be made by an Local Commissioner/Funding Manager for above and We shall provide the rationale for such a request.

(f) You shall inform the Agency of any serious incidents that have occurred to Tusla service users in a timely manner and provide all relevant information if requested.

(g) You must report to the Agency's allocated social worker for the child and via the Significant Event Notification system in place for residential centres, any serious incidents, as defined by the Tusla incident framework, relating to the child in care on a NIRF. All incidents shall be managed by you, including reporting, reviewing, and the implementation

of appropriate corrective and/or preventative actions. You shall provide any evidence of same to Tusla.

(h) You shall provide any and all documentation relating to provision of care to children or young persons in your care, where required to support reviews into incidents, including child deaths and serious incidents, as requested by Tusla.

(i) Following the receipt of a Monitoring and Performance Review notice, You must comply with the notice and where required by the notice give Us or any of Our Auditors within the parameters of the Data Protection Legislation, full and free access to: (a) your employees involved in the Services; (b) any premises where Your Services are delivered or where You conduct Your business related to the Services; (c) Your accounts, records, documents and papers that relate either directly or indirectly to the Funding or the conduct of Your Services; and (d) Your IT systems, software, hard drives and related information technology and communication systems to the extent related to the Services. e) evidence of effective incident and complaints management in line with Tusla policies and procedures and any relevant legislation.

6. 3 Standard of reporting and method of lodging

(a) All reports and information provided by You under this Agreement, including Your Governance and Compliance Requirements (Section 26) must be: (i) true and accurate in all respects; and (ii) of a standard and in a format acceptable toUs.

6. 4 Failure to comply with Reporting Requirements or provide information

(a) Failure to comply with these requirements may adversely impact on any decision We may make about providing additional funding to You under this Agreement or any other subsequent funding assistance and shall be considered a breach of this Agreement which may lead to termination of the Agreement (at Our discretion)

7. Other Obligations

7.1 Your Employees

(a) You are responsible for all Personnel that You employ (in any capacity) and in particular for: (i) the payment of all associated remuneration (including, subject to sub-Section (b), pension arrangements), wages, PRSI, and any other entitlements; (ii) the monitoring and suitability of all staff, employees and volunteers; (iii) the compliance with all statutory obligations ensuring that persons with access to children, vulnerable adults or victims of domestic, sexual or gender based violence in the course of their activities are fully vetted by the National Vetting Bureau or undergo equivalent criminal background checks in respect of persons who have resided outside of Ireland; and (iv) the compliance in full with all requirements of Government pay policy where applicable and in accordance with legislation.

(b) (i) For those service providers who do not operate a "children's residential centre" specified by the Minister under the Child Care Act, 1991 (Children's Residential Centres) (Superannuation): You shall be responsible for the payment of, or for the payment of any contributions towards or costs in respect of, any superannuation, pensions, allowances, lump sum or other like benefits on retirement, death, termination of employment (whether voluntary or not) or during periods of sickness or disablement, for the benefit of Your employees or officers or former employees or officers or for the benefit of the dependents of any of them. You shall comply with the provisions of the Pensions Act 1990 in respect of the provision of access to a standard PRSA arrangement where an employee of Yours does not have access to membership of an occupational pension scheme operated by You.

OR

(ii)

For those service providers *who do* operate a "children's residential centre" specified by the Minister under the Child Care Act, 1991 (Children's Residential Centres) and who qualify

pursuant to the Act the following is applicable: (i) Subject to paragraph ii, You shall be responsible for the payment of, or for the payment of any contributions towards or costs in respect of, any superannuation, pensions, allowances, lump sum or other like benefits on retirement, death, termination of employment (whether voluntary or not) or during periods of sickness or disablement, for the benefit of Your employees or officers or former employees or officers or for the benefit of the dependents of any of them. You shall comply with the provisions of the Pensions Act 1990 in respect of the provision of access to a standard PRSA arrangement where an employee of Yours does not have access to membership of an occupational pension scheme operated by You. (ii) The obligation on You in paragraph i shall not apply in respect of the superannuation arrangements of an employee of Yours who, pursuant to Section 66 of the Child Care Act 1991 (as amended) (the "1991 Act") and for the purposes only of Sections 23, 60(6) and 61 of the Health Act 2004 (as amended) (the "Superannuation Provisions"), is deemed to be employed by Us (being an employee of Yours in a children's residential centre (as defined in Part VIII of the 1991 Act) that is specified pursuant to Section 66(3)(c) of the 1991 Act and who is the holder in a part time and whole time capacity of a position, the establishment, remuneration and conditions of service of which have been approved by Us, with the consent of the Minister), PROVIDED however that You shall be responsible for the application, collection and remittance to Us (in such manner as We may, from time to time, set out) of any employee contribution or levy that, pursuant to the Superannuation Provisions, is to be paid by, or applied in respect of, such employee.

(c) You shall: (i) only employ or engage (in any capacity) a person who has availed of any public sector exit scheme (e.g. incentivised schemes of early retirement ("ISERs"), voluntary severance and early retirement schemes ("VSERs"), etc.) in accordance with and subject to the rules of the relevant public sector exit scheme and it shall be Your responsibility to have appropriate procedures in place to ensure compliance with same; and (ii) not pay or subsidise salaries, expenses, allowances or other fringe benefits for employees which exceed those normally paid within the public sector and which are in line with the applicable consolidated pay scales in place from time to time.

(d) You must be able to provide evidence of Your compliance with the above to Us upon request.

(e) We are under no obligation or liability in respect of Your staff or employees and this Agreement shall not give rise to an employment relationship between Us and Your employees.

(f) You must provide details of the number of employees (whether or not they are funded through this agreement) whose total employee benefits (excluding employer pensions costs) fall, each year, within each band of €10,000 from €60,000 upwards and an overall figure per Year for total employee pension contributions (see Section 21 - Organisation Particulars). You must also disclose this detail in the Annual Accounts of Your organisation.

(g) Your recruitment and selection practices must be open, transparent, non- discriminatory and comply with the principles set out in the relevant Codes of Practice issued by the Commission for Public Service Appointments (CPSA), these principles being: probity, merit, best practice, fairness and transparency.

(h) You must ensure: (i) all of Your staff meet the relevant qualifications and have the experience appropriate to the position being filled and that the qualifications have been validated by the relevant competent authority; (ii) appropriate induction processes for all staff and facilitate on-going education for all personnel including professional development; (iii) that all staff working with children or vulnerable adults in Your organisation have undergone Garda vetting in line with The National Vetting Bureau (Children and Vulnerable Persons) Acts 2012-2016; (iv) all staff in Your Organisation who are required by legislation to maintain a valid professional registration with the appropriate organisation, have and maintain an active registration; (v) You have an appropriate skill mix and expertise of employees and are able to provide evidence that this mix is appropriate to meet the needs of the client base; and (vi) You maintain and provide to Us (upon request) the relevant documents regarding your employees qualifications, garda vetting, professional registration and any other relevant compliance documentation and evidence of their continuous professional

development.

7.2 Financial Viability

During the Term, You must not incur a level of financial indebtedness that would expose You to financial difficulty, such that You will not be able to comply with Your obligations under this Agreement.

7.3 Notifications

Other funding received by You:

(a) You must notify Us: (i) if You receive other public grants or other funding for meeting the costs of: (A) any of the agreed Services; and/or (B) other services or activities that are of a similar nature to any of the agreed Services, and (ii) of the amount and purpose of any and all additional funds received, unless We agree otherwise in writing and in advance. This notification must also be made in the Statement of Compliance (Section 26 (D) of this agreement).

Changes:

(b) (i) You must notify Us in the format We request of any proposed changes to the Services provided under this agreement and/or this Agreement and if the proposed change is acceptable to Us, We and You shall together execute a Variation Agreement (Section 24).

(ii) You must notify Us by email of any changes to:

a. The Chairperson, other board members, Company Secretary or CEO of Your Organisation
b. Registered Organisation name
c. Your external Auditors or certifying accountants

We reserve the right, within reason, to object to the appointment where there are significant concerns regarding the appointment.

Notifying alleged misconduct:

(c) If You are, or become, aware of an allegation that raises a reasonable suspicion of misconduct or dishonesty of a serious nature relating to the use of the Funding, the operation of the services, the safeguarding of children or young people or of inappropriate or illegal behaviour by any

employee, officer, volunteer or agent of the Organisation in respect of a participant, You must within 2 working days notify your Local Commissioner/Funding Manager by phone call and by email if the allegation involves misconduct or dishonesty concerning You, Your Services or Your finances; (i) in all cases, report the allegation to a relevant authority, such as An Garda Síochána, as soon as possible and keep Us updated on outcomes of same; and (ii) if the alleged misconduct involves the harming of children or young people, by the inappropriate conduct or illegal behaviour of any employee, officer, volunteer or agent of the Organisation you must provide the local Commissioner/Funding Manager with specific confirmation that relevant child safeguarding obligations, including reporting, have been complied with in accordance with the Children First Act 2015 Act and Children First National Guidance, and that you will review policy, procedure and practice related to the failure to safeguard relevant to the allegation.

Notifying Major Incidents:

(d) You must within 2 working days notify your Local Commissioner/Funding Manager by phone call, and by email in addition to notifying any other appropriate and relevant authority, such as An Garda Síochána, and keep Us updated on outcomes of same; after you become aware of: (i) an incident that involves misconduct or dishonesty concerning You, Your Services or Your finances (ii) an incident that relates to any of the Services or Service Users and that requires an emergency response; (iii) an incident that may relate to any Service Users subject to interventions by You, Your staff ,volunteers and any associated personnel; (iv) a matter where significant media attention has occurred or is likely to occur; or (v) incidents in relation to child safeguarding practice issues or an incident in relation to unsafe child safeguarding practice or an incident in relation to breaches of child safeguarding procedures that may lead to actual or potential harm to a child

7.4 The Agency Logo

(a) Acknowledging the Funding

You must ensure that the Funding (including the specific allocation of such Funding) is acknowledged in: (a) Your annual report (if You publish an annual report); (b) Your financial statements referencing TUSLA in segmented accounts (Section 9.3); and (c) Your website as per Tusla's Acknowledging Tusla Funding Toolkit and Guidelines Acknowledging Tusla Funding Tusla - Child and Family Agency for Funded and Collaborating Agencies

(b) As a condition of receiving funding, you are required to publicly acknowledge Tusla's financial assistance, whether it is partial or full. This involves using the funding credit logo and providing a formal acknowledgement on all promotional physical and digital assets that pertain to the funded activity of your organisation. This requirement applies to all projects, venues, and materials that have received Tusla funding to ensure compliance with this obligation, Tusla will provide a Funding Acknowledgement Requirements Protocol. This protocol will detail your organisation's communication and publicity obligations regarding the inclusion of the funding acknowledgement.

Please note that this list is not exhaustive and may be subject to changes at Tusla's discretion. Grantees will be informed of any such change. In the event that you need to create promotional assets for a project or event that has received financial assistance from Tusla before the protocol is available, you can seek guidance from Tusla Communications at designandprint@tusla.ie

Tusla's objective is to raise public awareness of its funding role in supporting agencies and organisations in delivering various child and family support services on its behalf. Concurrently with the protocol, it is crucial to strictly adhere to Tusla's Brand Guidelines, which provide specifications for the correct and authorised use of the Tusla logo across different formats. For access to the Brand Guidelines, please contact Tusla Communications at designandprint@tusla.ie .

(c) All associated costs of such promotional material are at Your expense.

7.5 Accessibility of Services

You must: (a) ensure that the Services are accessible to people from culturally and linguistically diverse backgrounds, recognising the diversity of needs of people, including specific needs, from urban, regional and remote areas; and (b) not discriminate on the grounds of gender, civil or family status, age, race, religion, disability, sexual orientation or membership of the Traveller Community.

7.6 Change of Auditors

If in Our reasonable opinion there is any doubt as to the independence of Your Auditors or if We deem that a long-standing engagement with Your Auditor exists that is contrary to good practice, We may provide written notice requesting that you change Your Auditors and You shall comply with such request within an agreed timeframe.

7.7 Research Obligations

Funded services may require ethical approval for their research. Services may already have ethical approval processes in place for undertaking and commissioning research. If this is not the case, or if ethical approval processes are not of the standard required by Tusla, Tusla's ethical approval process should be adhered to. Services should assure themselves of this requirement and contact Tusla REC Administrator (recadmin@tusla.ie) and https://www.tusla.ie/research/tusla-research-office/research-ethics-committee

ABOUT THE FUNDING

8. Payment of Funding

8.1 Mechanism for Payment

(a) We will provide the Funding to You by instalments in accordance with the Funding Particulars (Section 22).

(b) We may withhold any instalment of the Funding, including at the point of Funding review, or reduce Funding payable if: (i) You have not complied with any material obligation under this Agreement; or (ii) You have not met all or some of the Key Performance Indicator/Outcome targets agreed in the Service Particulars (Section 23) to Our satisfaction; or (iii) a situation exists that impacts on the immediate going concern status of your organisation.

8.2 Changes to the amount and timing of instalments

(a) We may vary: (i) the timing of instalments in relation to the Funding (and therefore the timing and amount of each subsequent instalment of the Funding); and (ii) the periods and dates stated in the Service Agreement. We will give You 90 Business Days' notice of any such variation.

(b) We may amend the Funding from time to time subject to a formal Variation Agreement (Section 24) signed by both You and Us. Where new or expanded Services are to be provided by You in connection with an amendment in the Funding, the parties will agree and will negotiate fairly on the terms and conditions of any such amended funding in such a Variation Agreement.

8.3 Pre-funding

(a) We acknowledge You may have a requirement for Pre-funding of one month for working capital, and such Pre-funding is estimated at one-twelfth of the annual budget. If you require Pre-funding for a greater amount, then You will need to seek prior written approval from Us.

(b) As per DPER Circular 13/2014 Management of and Accountability for Grants from Exchequer Funds as amended from time to time, the rationale for such Pre-funding should be provided to Us, documented by You and available for audit/inspection if requested by Us.

(c) We may request any additional information from You before deciding whether to Pre- fund You.

(d) You acknowledge and agree that We are under no obligation to provide the Funding to You beyond the Agreement Expiry Date or termination of the Funding Particulars (Section 22) of this Agreement

9. Funding Terms and Conditions

9.1 Using the Funding

(a) The Funding We give to you must only be used: (i) to deliver the agreed Services (pay and general administration, service provision/activity costs), as specified in the Service Particulars (Section 23); (ii) in accordance with the Service Particulars (Section 23) within the Term specified; and (iii) to fund Assets required for the Services if written approval is attained from Us (with such approval being at Service/National Director level or above).

(b) You must not, without Our prior written approval, use the Funding to: (i) make payments that are inconsistent with the Services specified in the Service Particulars (Section 23);

(c) and/or (ii) Utilise Tusla Funding to fund services outside those specified in the funding Particulars (Section 22), as this is restricted funding.

(d) If You breach this Agreement by using the Funding for a purpose other than those permitted under this Agreement or approved by Us, or for Unapproved Services, then, We may, at our discretion, notify You that You are required to repay the Funding that has been spent, within the period stated in the notice.

(e) In the circumstances described in sub-Sections (b) and (c) above, we reserve the right to: (i) terminate the Agreement; (ii) recover this amount from You as a debt due and owing by You to Us; and/or (iii) deduct the amount spent from any future Funding payments to You.

(f) You must keep a record in compliance with books and records as per Revenue Books and Records guidelines on records keeping in relation to cash, date, amount, recipient and purpose of any cash and/or cheque that You issue, or cash advance that You make, for the purposes of the Services.

(g) You must hold the Funding in an account at an Approved Financial Institution. Any amounts payable by Us shall be transferred to an account nominated by the You as set out in the Organisation Particulars (Section 21).

(h) We may undertake Financial Reviews of Your Annual Financial Statements, where requested you shall respond to any queries which may arise or provide all documentation requested.

(i) We can nominate any of Our employees/Auditors/Agents to conduct any financial and compliance Audit of You.

9.2 Restricted Funding

Restricted Funding represents Funding advanced to You by Us for an agreed purpose. All Funding granted to You by Us falls under Restricted Funding and must be disclosed within Your Annual Financial Statements as Restricted.

9.3 Segmented Accounts

You must disclose your funding within Your Annual Financial Statements in a segmented listing detailing how You have spent the funding for the accounting period.

9.4 Unspent amounts

(a) If You anticipate that any part of the Funding for the current period will be unspent at period end, You must inform Us no later than 20 Business Days prior to year-end in writing and include the: (i) anticipated amount of unspent Funding; (ii) The expected unused Funding (current and prior periods) cash balance at year end; and (iii) a listing of the expected related outstanding liabilities pursuant to the Funding provided.

(c) We may then: (i) authorise You to retain the unspent Funding to meet any outstanding related financial requirements; (ii) authorise You to expend some or all of the unspent Funding for an approved purpose, on terms and conditions specified by Us; (iii) reduce a future payment or instalment of the Funding to take account of the unspent Funding; and/or (iv) notify You that You are required to repay the unspent Funding to Us, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to Us by You.

9.5 Accountability for Funding

You must:

(a) Clearly disclose in annual accounts all income received from Us for the funded period; This funding must be categorised as "restricted funds".

(b) Clearly disclose in the notes to Your annual accounts (in appropriate headings) sufficient detail of the expenditure relating to the Funding.

(c) Maintain records including receipts and vouched expenditure for the Funding.

(d) Ensure that all liabilities have been settled when due; and

(e) Notify Us and all relevant authorities e.g. Charities Regulator, An Garda Siochana, immediately in the event any fraud or misappropriation is suspected, in respect of the Services or arising out of this Agreement. You and we shall work in collaboration in this regard provided these are not contrary to any legal obligation under a criminal investigation. You must ensure that invoices settled from Funding provided by Us are not used to claim for reimbursement from any other funders. You must ensure that expenditure paid by You is wholly, necessarily and exclusively for the Services contracted under the Agreement.

9.6 Tax Requirements

You must be tax compliant and have at all times a current valid tax clearance certificate and confirmation of which must be available to Us upon request to enable verification.

9.7 Procurement and Value for Money Initiatives

You are fully accountable for all expenditure of the Funding We provide to You and You must:

(a) to the best of Your ability drive, deliver and report Value for Money ("VFM") in the use of the Funding in a manner that maximises effectiveness and outcomes; (b) co-operate and collaborate with Us in the achievement of VFM and comply with any applicable procurement initiatives should they arise ; (c) take responsibility for any costs, expenses or damages arising out of any claim, demand or proceedings made against You in relation to this process; (d) endeavour to drive, deliver and report VFM with this Funding in the delivery of Services in a manner which maximises effectiveness and outcomes; and co-operate and collaborate with Us in the achievement of VFM and/or procurement initiatives (as required).

9.8 Variation to Services

The Parties acknowledge that: (a) this Agreement, or any part of it, may be varied through a Variation Agreement (Section 24) signed by Authorised Signatories from both Parties; (b) if any Additional Services are to be provided, the amount, timing and requirements of such Additional Services, shall be agreed in writing between Us, prior to the commencement of the provision of such Additional Services; (c) a variation which reduces or increases the scope of the agreed Services may result in a reduction of or increase in (as the case may be) the amount of, or any future instalments of the Funding; and (d) all Additional Services shall be agreed through a Variation Agreement (Section 24) the parties will agree and will negotiate fairly on the terms and conditions of any such amended funding

MONITORING AND PERFORMANCE REVIEW

10. Monitoring and Performance Review

10.1 Monitoring Service Delivery

(a) In accordance with Appendix 1 (Fair Procedures), both Parties agree to: (i) hold structured monitoring and performance review meetings at least once per annum for the purposes of monitoring and reviewing performance of the Service Delivery; and (ii) we are permitted to take all actions We regard as reasonable in order to confirm that You are performing Your obligations under this Agreement (including through site visits and/or requiring disclosure of documents as appropriate) and, notwithstanding anything contained in Appendix 1, may include gathering and analysing information about the Service you are providing or Your use of the Funding, for the purpose of Us: (iii) assessing the extent to which the terms of this Agreement can be, or are being, met by You; (iv) considering or recommending a course of action to ensure compliance or to seek a solution to any Non- Compliance; and/or (v) enforcing any provisions of this Agreement in relation to the Non-Compliance.

(b) A Monitoring and Performance Review process will be conducted in accordance with the Review Process as set out in Appendix 1 (Fair Procedures) and, We will provide you with at least 24 hours' notice prior to conducting any Monitoring and Performance Review, which need not be in any particular form, but the notice will specify the focus of the review and any premises to which We may require access. This notice period shall only be exercised if a serious concern or emergency situation arises. We will endeavour to provide a longer period of notice for routine Monitoring and Performance Review, and this shall be agreed for a convenient time, date and location between You and Us.

(c) In accordance with Appendix 1, We may nominate any independent party to conduct a Monitoring and Performance Review who shall have the Access Rights as set out in Appendix 1 within the parameters of the Data Protection Legislation.

10.2 Subcontracts and Services Delivered by Auspices

You must ensure that, where any of the Services are delivered through a subcontract or any sponsors, that: (a) any Subcontractor agrees and permits Us and Our Auditors to have the same access rights within the parameters of the Data Protection Legislation as outlined above; and (b) the terms of Section 14.5 in respect of Conflicts of Interest are adhered to.

RISK MANAGEMENT

11. Managing Risk

(a) You must have and keep up to date: (a) a risk management policy; and (a) risk management processes to ensure optimum management of all risks (these include policies and procedures for the prevention and management of all incidents including serious incidents).

(b) You must be able to provide evidence of the above upon Our request.

(c) You must at all times ensure the safety of the Service Users and continuously review and analyse all incident report forms and make improvements to Your Services as a result.

(d) Risk must be a standing item at each Board meeting and minuted.

12. Insurance and Indemnity Insurance

Tusla is covered under the State Indemnity pursuant to the National Treasury Management Agency (Amendment) Act 2000 and that State indemnity only extends to cover personal injury and third-party property damage claims arising from the negligence of Tusla.

12.1 You must:

(a) maintain sufficient levels of insurance cover in respect of all the Services and activities You deliver when using the Funding, including Public liability insurance policy; Employer's liability insurance policy; Motor insurance (if services involves use of motor vehicles by You);Professional indemnity insurance; Directors' and Officers' Insurance; and any other insurance as required for the provision of Services.

(b) upon our request, provide Us with a copy of the insurance certificates and/ or certified copies of all policies.

(c) increase Your insurance limits or obtain additional coverage as required for the provision of Services.

(d) notify Us if any such insurances cease to be in force and the reason why in advance

(e) You are responsible for ensuring that all appropriate insurances are in place for the purposes of and in connection with You discharging Your obligations under this Agreement, as insurances other than those outlined above may be required. If You fail to take out or maintain any insurance required by Us or to provide Us with a copy of any such insurance policy or insurance certificate as required, then, We may suspend or cancel the Funding. As a result, You may also be liable to repay all, or any portion of the Funding already paid.

(f) The following levels of cover are the minimum insurance level requirement for Service Providers **regardless of service providers income levels**

- Employers Liability: €12.7 million respectively with a limit of indemnity of €12.7m for any one claim or series of claims arising out of a single occurrence Motor insurance (if services involve the use of motor vehicles) with a third-party damage limit of €2.6m for any one claim or series of claims arising out of a single occurrence

- Public Liability: €6.5 million respectively with a limit of indemnity of €6.5m for any one claim or series of claims arising out of a single occurrence.
- Motor Insurances: A commercial insurance policy should provide the following cover at a minimum:
  - legal liability for death or bodily injury to any person (unlimited);
  - minimum limit of €1.3m for third party property damage for any one accident (increasing to €6.5m if required).
- Professional Indemnity: Professional indemnity insurance is based on risk. Limits can range from €500,000 for low-risk contracts to €10m or more for large-scale high-risk projects (to the extent professional service is provided) and dependent on the service risk determined by You
- Other insurances as determined by You

12.2 Indemnity

You indemnify and keep indemnified Us and Our employees from and against any claim, action, proceeding, demand, liability, obligation, cost, loss, damage or expense that may be made or brought by any person against Us or any of Our employees in connection with:
Your breach of this Agreement; and/or (b) any negligent or unlawful act or omission by You, Your employees, volunteers or Subcontractors.

13. Quality and Standards

13.1 Quality Standards

You must: (a) comply with statutory quality standards in relation to the Services, including those specified in the Service Particulars (Section 23) and with the Legislative Requirements (Section 25); (b) have appropriate mechanisms in place to assess the quality and standards of the Services funded and reported to Us at the end of each reporting period, including Your performance against the agreed KPIs/Outcomes (as set out the Service Particulars (Section 23); (c) be able to demonstrate to Us that You are providing a quality service in accordance with the three principles of TUSLA's Quality Assurance Framework (Well Led, Child Centred and Safe); and (d) co-operate with any review or reporting arrangements (e) you must ensure appropriate registration or adhere to regulatory compliance relevant to services being provided by your organisation

14. Conflict of Interest

14.1 Warranty

You warrant that no Conflict of Interest exists in the performance of Your obligations under this Agreement.

14.2 Resolution of Conflict of Interest

If during the Term, a Conflict of Interest arises, or appears likely to arise, You must undertake to notify Us within ten (10) Business Days in writing and to take such steps to resolve or otherwise deal with the conflict to Our satisfaction.

14.3 Policy

You must have and implement a Conflicts of Interest policy for Your board members, employees and volunteers. The policy must include guiding principles and procedures for identifying, declaring and dealing with Conflicts of Interest.

14.4 Record

You must keep a record of each instance of a Conflict of Interest arising during Service Delivery and how the matter was resolved.

14.5 Conflict of Interest

(a) You must manage actual or potential Conflict of Interest arises involving Your Directors and/or Key Managerial Personnel, or their family members, in connection with any of the Services provided by You under this Agreement. In circumstances, where You become aware of the existence of such a Conflict of Interest, You must provide Us with a written notice of such Conflict of Interest without delay, and in any event not more than ten (10) Business Days, after You become aware of the existence of the Conflict of Interest and such notice must provide details of the nature of the Conflict of Interest and the parties, including any family members, involved in the Conflict of Interest. In circumstances where We are notified by You or otherwise become aware of the potential existence of a Conflict of Interest involving You, We may request in writing that You take certain actions to address the Conflict of Interest. In the event that You fail to take, what We consider to be, reasonable action to address the potential Conflict of Interest.

(b) Conflict of interest must be a standing item on the Agenda at each Board meeting and minuted

TERMINATION AND SUSPENSION

15. Terminating and Suspending the Agreement

15.1 Suspension or Termination by Us

Subject to the provisions of Section 15.7, in the event of a Serious Breach of the performance of this Agreement by You (as determined by Us, acting reasonably and in good faith), We reserve the right to terminate this Agreement by giving You three (3) months written notice (or such other written notice period as may be agreed by You and Us).

For the purposes of Section 15.1, a "Serious Breach" shall include but is not be limited to: (a) Your failure to use the Funding in the most beneficial, efficient and effective manner to provide the Services; (b) Your failure to comply with a First Performance Notice or a Second Performance Notice served under Appendix 1 to this Agreement; (c) Your failure to comply with the information requirements in Appendix 1 to this Agreement; (d) without prejudice to Section 15.6 any repeated failures by You to comply with the other information requirements pursuant to this Agreement; and/or (e) Your failure to comply with Sections 7.1(a) of this Agreement (f) failure to comply with Children First child safeguarding measures and practice (g) failure to use Tusla funding for its intended purposes (h) refusing to submit documents for a Freedom of Information (FOI) request (i) failure to make mandated reports or duty to provide mandated assistance

15.2 Suspension or Termination by You

In the event of a serious breach of the performance of this Agreement by Us (which shall be determined by You, acting reasonably and in good faith), You reserve the right to terminate this Agreement giving three (3)

months written notice (or such other written notice period as may be agreed by You and Us).

15.3 Termination by either Party on Notice

Subject always to Sections 15.10 to 15.15, either Party may terminate this Agreement by giving six (6) months prior written notice to the other Party (or such lesser written notice period as may be agreed by You and Us). If You provide notice of termination to Us in accordance with this Section 15.3, at Our option, you may be required by Us to provide the Services on an interim basis for a period of up to three (3) months after the termination date and until a replacement service provider has been put in place. You may receive Funding on a pro-rata basis in respect of any such period (not exceeding three (3) months) where such interim Services are provided by You.

15.4 Termination by Us in certain circumstances

We may terminate this Agreement upon provision of six months' written notice where changes are made which substantially alter the nature, manner or amount of the Services and/or the Funding or Our or Your ability to perform our respective obligations under this Agreement.

15.5 Survival:

The provisions of this Agreement that by their nature are intended to survive termination (e.g., confidentiality, indemnification, intellectual property rights, etc.) shall remain in full force and effect.

15.6 Funding and Wind-Up Responsibilities

In the event of service termination, both Tusla and service agree that reasonable wind-up costs shall be determined on a case-by-case basis, subject to mutual agreement. The Parties shall negotiate and document these costs pre termination in line with the termination clause of this Service Level Agreement ensuring transparency and fairness.

15.7 Termination by Us on Notice where services to be procured

In the event that We wish to conduct a public procurement in respect of services which include all or part of the Services which are the subject of this Agreement, We may terminate this Agreement (in whole or in part)

upon provision of six (6) months written notice and We reserve the right to award future services (whether or not such services are similar to all or some of the Services) in accordance with any public procurement process which may take place.

15.8 Procedures surrounding Serious Breach

(a) If, in accordance with Section 15.1, We are of the opinion that there may be a Serious Breach of this Agreement by You and, as a result, We contemplate terminating this Agreement, We shall give three (3) months' notice in writing to Your Board and Your Chief Executive Officer specifying: (i) the principal reasons why We are of the opinion that there may be a Serious Breach of this Agreement by You; (ii) the manner in which We consider You to be in Serious Breach of the performance of this Agreement; and

(iii) the decision-making process which We will follow in determining whether there is a Serious Breach which may result in termination of this Agreement, which decision-making process is set out in more detail in Section 15.9 below.

(iv) You will have fourteen(14) days from the date of the notification letter to make written representations to Us in respect of the foregoing (i) to (iii) and/or to address the matters specified in the notification letter. We shall consider the representations received from You and We may (in our absolute discretion) meet with You to discuss the matter.

(b) Following expiry of the period provided for in Section 15.12(a) and having considered Your representations (if any), We shall decide on whether there is Serious Breach of this Agreement by You, and whether as a result We are to terminate this Agreement by giving You three (3) months' notice.

(c) If we decide to terminate this Agreement, You may invoke Section 20.1(b) to access third party mediator, consent to which shall not be unreasonably withheld. If you exercise the right to invoke mediation this must be done within fifteen (15) days of receipt of the notice of termination and judgment by the mediator shall be made within the terms of the termination notice.

15.9 Your Notice Requirements

Subject always to Sections 15.12 to 15.15, You shall give Us six (6) months written notice prior to the expiry of this Agreement in the event that You do not wish to provide Services or receive Funding from Us for the Financial Year following expiry of the Term.

15.10 Termination due to Your Insolvency etc.

Without prejudice to Our right to terminate this Agreement pursuant to this Section 15, and subject to Sections 15.15 to 15.20, if:

(a) You enter into any composition, assignment or Agreement with Your creditors generally or if a resolution is passed, a petition is presented (save, in the case of petition, where such petition is being contested in good faith by You, as the case may be, and is discharged within ninety (90) days of the date of its presentation or where such petition is vexatious or frivolous in nature and is discharged within ninety (90) days of the date of its presentation) or if an order is made for Your winding up, administration or liquidation (save for an amalgamation or reconstruction, the terms of which shall first have been approved in writing by Us, acting reasonably) or if, an administrator, an administrative receiver, a receiver, a liquidator, a manager, a

trustee-in-bankruptcy or other similar officer is appointed over the whole or the whole or substantially the whole of Your Assets or undertaking.

(b) any execution, order or other process in respect of an amount which (in Our opinion) would or could have a material impact on You / Your provision of the Services and which is not discharged within ninety (90) days is levied on Your chattels or possessions.

(c) You stop or threaten to stop payment of Your debts generally or cease to carry on substantially all of Your business or admit Your inability to pay Your debts.

(d) any cross-default by You in excess of an amount which (in Our opinion) would or could have a material impact on You and/or Your provision of the Services under any other facilities provided by any third party to You and such default has not been cured within any applicable grace period.

(e) any similar events to the above occurring under any other relevant

jurisdiction in which You are incorporated, resident or carry on business; or

(f) You (or any member of Your Key Managerial Personnel) dies or becomes incapacitated and as a consequence the continued provision of the Services by You is delayed, or rendered incapable or substantially more difficult of being performed provided that either Party must give notice to the other Party at the earliest available opportunity if it forms the opinion that the continued provision of the Services will be delayed, rendered incapable or substantially more difficult of performance as a consequence of death or incapacity, then this Agreement shall terminate immediately, without prejudice to Our rights and remedies.

15.11 Withdrawal of Notice of Termination

(a) We may, by notice in writing to You, withdraw any notice of termination issued pursuant to this Agreement and We may replace such notice of termination with a new notice of termination served in accordance with this Agreement, which shall supersede all previous notices of termination.

15.12 Effect of Termination or Expiry

(b). If either Party exercises their respective rights to terminate this Agreement, We will within a period of forty-five (45) days' pay to You reasonable and agreed costs accrued to the date of termination (or in the event such costs cannot be agreed, such reasonable costs which We believe have fairly accrued to the date of termination), but if this Agreement is terminated by Us on the grounds that the Services provided are unsatisfactory, We shall pay to You only the proportion of the Funding which is in respect of the Services provided prior to termination which meet a standard which We believe to be appropriate.

15.13 No Liability etc. for Termination

(c). Neither Party shall be liable to the other Party for any loss of profit, contracts, goodwill, business opportunity or anticipated saving arising out of or in connection with the termination of this Agreement for any reason or any consequential loss or damage that may arise out of termination of this Agreement. Termination of this Agreement for any reason shall be

without prejudice to the rights and remedies of either Party in relation to any negligence, omission or default of the other Party prior to termination.

15.14 Interim Agreements upon Termination

(d). Upon termination or expiry of this Agreement both Parties will endeavour to make interim agreements in respect of those Service Users who are receiving Services on the effective date of termination or expiry that will minimise disruption or distress to such Service Users. Pending the finalisation of any such interim agreements in respect of such Service Users, You will continue to care for, and accommodate, any Service User who is receiving Services on the effective date of termination or expiry until such time as any new agreements are effective or until the Service User can be discharged or transferred to another facility, whichever is earlier. The terms and conditions of this Agreement (including funding obligations) will continue to bind each Party and remain in effect for each such Service User until discharge or transfer or until any new agreement(s) become(s) effective, whichever is earlier. Both Parties will endeavour to complete such transition agreements within a three (3) month period. In respect of any such interim or transition agreements entered into by the Parties and any services provided by You after the expiration or termination of this Agreement, with Our prior agreement in writing, We shall provide funding to You in accordance with Sections 8 and 9 of this Agreement and for amounts equivalent to those set out in Section 22 (Funding Particulars) to be calculated on a pro-rata basis in respect of any period (not exceeding three (3) months) where such Services are provided by You.

15.15 Effect of Termination or Expiry

We shall have due regard to the potential impact that termination or expiry of the Agreement may have on Service Users and will endeavour to ensure that their best interests will be duly considered, insofar as is possible. In the interests of safeguarding the well-being, welfare and the continuity of Services to Service Users, upon termination or expiry of the whole or any part of this Agreement, if required by Us, You shall make reasonable access available to Us, on a temporary basis, to any premises used in the provision of the Services, until such time as the transfer of Service Users to any new premises, or discharge of Service Users, can reasonably occur.

15.16 Effect of Termination or Expiry

Upon termination or expiry of the whole or any part of this Agreement:

(a) You shall, subject to the Data Protection Legislation, co-operate fully with Us in providing any data, Confidential Information and documentation in relation to the Services and/or Service Users as may reasonably be required by Us or any replacement provider of services.

(b) You shall co-operate fully with and provide all reasonable assistance to any replacement provider of services so as to ensure an efficient and expedient transition to the replacement provider without delay or disruption to the provision of the Services; and

(c) You shall immediately return to Us any and all documents and assets including property in Your possession or under Your control that belongs to Us.

(d) You shall, subject to the Data Protection Legislation, immediately return, at Your cost, to Us or destroy at Our request, any documents in Your possession or under Your control that has been predominantly (in excess of 50%) funded by Us.

(e) You shall immediately enter into an agreement with Us regarding any and all assets including property in Your possession or under Your control that has been predominantly funded (in excess of 50%) by Us regarding the future use of said assets/properties. If an agreement cannot be reached between You and Us regarding the future use of the said assets/properties, you shall immediately return the assets/properties to Us without adverse financial impact to either party using fair value estimates of the assets/properties and remaining useful economic life proportionate to the funding provided by You and Us.

15.17 Effect of Termination or Expiry

Without prejudice to the provisions of this Agreement in respect of liability, You agree to use reasonable endeavours to mitigate your losses in the event of termination of this Arrangement for any reason.

OTHER LEGAL MATTERS

16. Subcontracting

16.1 Consent for subcontracting

(a) You must not, without obtaining the prior written consent of a senior TUSLA representative Local Commissioner/Funding Manager /or More Senior), subcontract the whole, or any part, of this Agreement (or Your obligations under this Agreement).

(b) If You intend to subcontract the whole, or any part, of the direct provision ofservices outlined in the schedules of this Agreement You must: (i) provide Us with details of these subcontractors along with the terms and conditions applying to such subcontracted arrangements; (ii) ensure that any subcontract entered into is consistent with this Agreement and that all Subcontractors comply with their subcontracts and the terms of this Agreement as if they were a party to it; and provide Us with a copy of any contract with a Subcontractor, if requested.

16.2 Your obligations

(a) You are responsible for ensuring the suitability of any Subcontractor and for ensuring that Service Delivery by the Subcontractor meets the requirements of this Agreement.

(b) Our consent to any subcontract will not relieve You from any liability or obligation under this Agreement.

(c) You remain liable under this Agreement for the acts or omissions of any past Subcontractor.

(d) In the event that the agreed Services are not being undertaken in accordance with this Agreement, You are liable for any repayments We may seek (to the amount determined by Us, acting reasonably and in good faith).

(e) You shall take full responsibility for the compliance and oversight of such services provided by any Subcontractor and in respect to any

losses, damages, claims, costs (including legal costs) and professional and other expenses incurred.

16.3 Our Rights

(a) We may revoke the approval of a Subcontractor on any reasonable ground at any time.

(b) Upon receipt of a written notice from Us revoking Our approval of a Subcontractor, You must: as soon as practicable, cease using that Subcontractor to perform the Services.

(c) You must agree to release and indemnify Us from and against any loss or damage suffered by Us, or for any Claim made by You or any other person against Us, whether in respect of Your contract with a Subcontractor or otherwise.

17. Intellectual Property Rights

17. IPRs

(a) In relation to Our Materials: (i) We and our licensors shall retain ownership of all IPRs in Our Materials; and (ii) On written approval by Local Commissioner/Funding Manager or more Senior We shall grant to You a perpetual fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify Our Materials for non-commercial use or purpose.

(b) In relation to the Deliverables produced from the Funding under this Agreement: (i) You and your licensors shall retain ownership of all IPRs in the Deliverables, excluding Our Materials; (ii) You grant to Us, or shall procure the direct grant to Us of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use, copy and modify the Deliverables (excluding Our Materials) for the purpose of receiving and using the Services and the Deliverables; and (iii) We may sub-licence the rights granted in Section 17, subject to the sub-licensee entering into appropriate confidentiality undertakings, to third parties.

(c) You: (i) warrant that the receipt, use and onward supply of the Services and the Deliverables (excluding Our Materials) by Us and Our permitted sub-licensees shall not infringe the rights, including any IPRs, of any third party; and (iii) shall keep Us indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Us as a result of or in connection with any claim brought against Us for actual or alleged infringement of a third party's IPRs arising out of, or in connection with, the receipt, use of supply of the Services and the Deliverables (excluding Our Materials).

(d) If You are required to indemnify Us under this Section 17, We shall: (i) notify You in writing of any claim against Us in respect of which We wish to rely on the indemnity at Section 17 (c) ("IPR Claim"); (ii) allow You, at Your cost, to conduct all negotiations and proceedings and to settle the IPR Claim, always provided that You shall obtain Our prior approval of any settlement terms, such approval not to be unreasonably withheld; (iii) provide You with such reasonable assistance regarding the IPR Claim as is required by You, subject to reimbursement by You of Our costs so incurred; and (iv) not, without prior consultation with You, make any admission relating to the IPR Claim or attempt to settle it, provided that You defend any IPR Claim diligently, using competent counsel and in such a way as not to bring Our reputation into disrepute.

(e) If requested by Us, You will sign, execute, or otherwise complete any document that may be necessary or desirable to give effect to this Section 17.

18. Data Protection

18.1 Data Protection

(a) Neither Party shall disclose to any other person any information in connection with the Services, nor any information contained in this Agreement, other than in compliance with the agreed information format and in compliance with the provisions of the Data Protection Act 2018 (the "2018 Act"), Data Protection Acts 2003 and 1988 (to the extent applicable), General Data Protection Regulation (EU) 2016/679 ("GDPR") and any other laws and regulations relating to the processing of personal data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant supervisory authority as well as any other rules, procedures, standards and guidelines which applies to either party under law.

(b) In the event that We provide You with Personal Data, You must use this Personal Data only for the purposes permitted under this Agreement.

(c) You must ensure that You are legally in a position to access and disclose any Personal Data, in compliance with Data Protection legislation, which We have requested from You.

(d) If there is any actual or suspected breach of security in relation to funded services which would give rise to the actual or potential loss, theft, unauthorised release or disclosure of Personal Data or any part thereof, You must notify your Local Commissioner/Funding Manager by phone call and by email who will notify a breach to Tusla DPU for assessment; (i) inform Us within 2 working days; (ii) supply Us with all relevant facts surrounding the breach within 2 working days; and (iii) notify Us if you enter into any communications or discussions with the Office of the Data Protection Commissioner within 2 working days.

(e) You shall inform Us if you receive any communication from the Office of the Data Protection Commissioner, or any International Data Protection Regulator, in connection with Your Services or Service Users, and in responding You shall have regard for any views or representations We may have.

(f) You must indemnify Us against any loss, compensation, damages, expenses and costs which become payable, or are incurred, by Us in respect of or as a result of a breach of Your obligations under the Data Protection Legislation arising from Your (or Your employees or agents) acts or omissions.

(g) You must implement appropriate technical and organisational measures to ensure the security of any Tusla Personal Data provided by Us to You in connection with this Agreement.

(h) We will enter into an appropriate arrangement with You to facilitate any data sharing and data processing required for the provision of the Services set out in this Agreement. The appropriate arrangement will be determined by an assessment of the Services to determine the purposes and means of the data processing inherent in their provision. Dependant on the outcome of the assessment of the Services and to facilitate compliance with applicable data protection legislation, You will be required to enter into a Data Sharing Agreement, a Data Processing Agreement, a Joint Controller Agreement, or a combination of more than one Agreement.

(i) We reserve the right to update this Section 18 to reflect any other laws and regulations relating to the processing of personal data and privacy which apply to a party and, if applicable, the guidance and codes of practice issued by the relevant supervisory authority as well as any other rules, procedures, standards and guidelines which applies to either party under law.

(j) The minimum technical and organisational measures that must be implemented by You when processing Tusla Personal Data are annexed at Appendix 2. Where required by applicable data protection legislation, We will assess Your compliance with these Requirements.

19. Freedom of Information

19.1 Freedom of Information Act, 2014 ('FOI Act') and obligations on public bodies

Tusla is an FOI public body for the purposes of the provisions within the FOI Act. This Act provides a number of rights to individuals, including a right of access to any record held by a public body of a personal and non-personal nature. However, this right is not absolute, the Act contains a number of exclusions and exemptions which are considered during request processing"

19.2 FOI Act and Service Providers to FOI public bodies

(a) In addition to records held by Tusla, records created by service providers on behalf of Tusla fall within the provisions of the Act in so far as those records have been created for the purpose of service delivery. These records must be considered by Tusla once a request is received and will also be subject to all provisions within the Act.

"(b) In the event that any information held or prepared by you which are the subject of a request for information under the FOI Act, you must ensure that any such records are supplied promptly for consideration and, if appropriate, disclosure. Records held by service providers containing the following entries stand to be considered during the processing of an FOI request if they are sought:

I. the name of the individual providing the service

II. information relating to the service and/or the terms of contract

III. any records written or recorded for the purposes of the provision of the service"

(c) We shall have no liability for any disclosure made in accordance with the requirements of the Freedom of information Act 2014.

20. Dispute Resolution

20.1 Dispute Resolution under this Agreement

(a) Both Parties agree to avoid disputes and deal with issues as they arise. It is expected that any disputes in relation to this Agreement shall be resolved through direct discussions between representatives from both Parties at Review Meetings.

(b) In the event of a dispute under this Agreement, both Parties agree to the following process:

Stage 1:

- If a dispute arises, both Parties agree to serve a written Dispute Notice to the other Party, setting out in reasonable detail the matter(s) in dispute;
- Representatives from both Parties will meet within seven (7) Business Days of the Dispute Notice to try to resolve the issue within a further fourteen (14) Business Days; and
- If no solution is reached within fourteen (14) Business Days, the Parties will progress to Stage 2.

Stage 2:

- A meeting will take place between You and Our designated senior representatives (Senior Management) so that the Parties can further discuss resolution of the issue, aiming to resolve the issue within twenty (20) Business Days from the commencement of Stage 2; and
- If no solution is reached within twenty (20) Business Days, both Parties will progress to Stage 3.

Stage 3:

- Either Party may then provide notice in writing to the other Party to refer the dispute for full and final resolution to mediation.
- An mediator shall be nominated in agreement between the Parties (and failing agreement by the Parties shall be appointed by the President of the Law Society of Ireland) and (i) the award of the mediator shall be final and binding on both Parties; and (ii) both Parties must bear their own costs in respect to any mediation required.

20.2 Terms of Dispute

(a) Whether or not a dispute exists, each Party must continue to perform its obligations under this Agreement.

20.3 Force Majeure

(a) Neither You nor We are responsible for any failure to perform Our obligations under this Agreement, if either Party is prevented or delayed in performing these obligations by an event of Force Majeure.

(b) In the event of a Force Majeure, the affected Party must: (i) immediately notify the other Party of the nature and extent of the event of Force Majeure; (ii) provide full details of the Force Majeure and the reasons delaying or preventing the agreed Services being carried out; and (iii) use reasonable efforts to reduce the effect of the Force Majeure on the agreed Services and to carry out its obligations under this Agreement in any other way that is reasonably practicable.

(c) You and Us will agree appropriate actions to be taken in the best interests of the Service Users and You shall implement the actions agreed with Us.

(d) Upon completion of the event of Force Majeure, the affected Party must as soon as reasonably practicable, recommence the provision of Services and develop a revised Services plan to minimize the effects caused.

(e) If the event of the Force Majeure continues for a period in excess of one (1) month, the unaffected Party is entitled to give notice to terminate this Agreement with the affected Party.

(f) An event of Force Majeure does not relieve You or Us from liability for an obligation which arose before the occurrence of that event, regardless of a termination of this Agreement.

(g) In an event of Force Majeure, You have no entitlement, and We have no liability for: (i) any costs, losses, expenses, damages or the payment of any part of the Funding during a Force Majeure event; and/or (ii) any delay costs in any way incurred due to an even

In witness whereof this Arrangement is executed by the parties as follows:-

Signed by - for and on behalf of the Service Provider:

I hereby agree to PART A (The Agreement) & PART B (The Particulars) of the associated schedules of the Services Agreement for the period 2026

and declare that I am authorised to sign on behalf of MEVAGH FAMILY RESOURCE CENTRE (MEIT)

Name & position held (PRINT):

MEVAGH FAMILY RESOURCE CENTRE (MEIT)

Signature

Date:

01/12/2025

Signed by - for and on behalf of TUSLA, The Child and Family Agency:

I hereby agree to PART A (The Agreement) & PART B (The Particulars) of the associated schedules of the Services Agreement for the period agreed and declare that I am authorised to sign on behalf of TUSLA-The Child and Family Agency.

Name & position held (PRINT):

TUSLA - CHILD & FAMILY AGENCY

Signature

Date:

01/12/2025

25. Your Legislation and Standards Requirements

The purpose of this section is to set out key Legislative or Standards Requirements that may accompany this Agreement.

In all instances, legislation shall take precedence over this Agreement.

*Please note this list is not exhaustive and You must keep up to date and informed on all of Your legislative requirements.

YOUR LEGISLATION AND STANDARDS REQUIREMENTS:	
1	Children First: National Guidance for the Protection and Welfare of Children 2011
2	Child Care Acts 1991 – 2011
3	Child and Family Agency Act 2013
4	Companies Act 2014
5	National Standards for the Protection and Welfare of Children (HIQA) July 2012
6	The Protection of Persons Reporting Child Abuse Act, 1998
7	Commission to Inquire into Child Abuse (Amendment) Act 2005
8	Ombudsman for Children Act 2002
9	Children's Act 2001
10	United Nations Convention on the Rights of the Child 2010
11	Protection of Children (Hague Convention) Act 2000
12	Freedom of Information Act 2014
13	Data Protection Acts 1988 and 2003 and the General Data Protection Regulation (GDPR)
14	Registration Process for Service Providers - Child Care Act 1991; Early Years Services, etc.
15	Child Care (Standards in Children's Residential Centres) Regulations , 1996
16	DPER Circular 13/2014
17	National Vetting Bureau (Children and Vulnerable Persons) Act 2012

18	Children First Act 2015
19	Criminal Justice (Withholding of Information on Offences Against Children & Vulnerable Persons) Act 2012
20	Protective Disclosures Act 2014
21	National Standards for Children's Residential Centres 2018

26. Your Governance and Compliance Requirements

The purpose of this section is to specify all of the data, statements and reports that You are required to confirm are in place in order for this Agreement to be authorised.

All documentation required for submission must be issued by You and received by Us no later than the Agreement Commencement Date.

All of the Specific Agreement Requirements are broken down in a proportionate basis, which are based on the total amount of Funding You receive from all sources.

Please identify the category that You belong;

- Total Combined Income from **all** sources including TUSLA under €250,000
- Total Combined Income from **all** sources including TUSLA over €250,000

The table below provides an overview of the Governance and Compliance Requirements proportionate to each category.

A	Pre-Agreement Requirements	
The purpose of this section is to provide an overview of Your Governance and Compliance Requirements proportionate to the total Funding You receive		
	Total Income under €250,000	**Total Income over €250,000**
Financials for new applicants ONLY – to be provided prior to commencement of the agreement		
Most recent management accounts (within the last 3 months), indicating income and sources	✓	✓
Verified Accounts for the last three years (abridged accounts will not be accepted)	✓	
Audited Accounts for the last three years (abridged accounts will not be accepted)	(if available)	✓

Codes, Policies and Procedures to be in place – confirmation required		
	All Applicants	**Please confirm by ticking the boxes below that these are in place. Please provide a brief explanation where any are not in place.** **You are not required to attach these documents.**
Codes of Business Conduct (conflicts)	✓	
Reserves Policy	✓	
Child Protection Policy (in accordance with TUSLA guidance outlining reporting and Garda vetting processes)	✓	

Funding Management Processes	✓	
Risk Management and Reporting Policy	✓	
Complaints Policy and Procedures	✓	

B Voluntary Compliance Requirements

The purpose of this section is to provide an overview of the voluntary Governance and Compliance requirements proportionate to the total Funding You receive.

Voluntary Requirements	All Applicants	Please confirm by ticking the boxes below. Please provide a brief explanation where there is any deviation.
Compliance with the Voluntary Sector Code of Governance or "On the journey" towards compliance www.governancecode.ie	✓	
Charity SORP implemented or have a plan for implementation by funding year 2020.	✓	

C Monitoring and Performance Review

The purpose of this section is to set out the performance and monitoring requirements of this Agreement and the associated timetable regarding the requirement, reports and meetings. All information should be submitted as per the timeline indicated below and must also be made available to Us on request.
(Please note: the level of Monitoring and Performance Review will depend on the type of service and the level of funding)

Minimum Monitoring and Performance Review Requirements	Required by	Annual	Quarterly	On Request	Per Occurrence
Audited Annual Accounts *(as soon as they become available)* Abridged accounts will not be accepted	Service Providers with total income over €250,000	✓			
Verified Annual Accounts *(as soon as they become available)* Abridged accounts will not be accepted	Service Providers with total income under €250,000	✓			
Segmented Income and Expenditure for TUSLA funding included in Annual Accounts	All Service Providers	✓			
Vouched expenses related to funding provided available for inspection	All Service Providers			✓	
Disclosure of employee remuneration where it is equal to or exceeds €60,000 per annum included in Annual Accounts *(in bands of €10,000)*	All Service Providers	✓			
Changes to Constitution/Memorandum and Articles of Association	All Service Providers				✓
Changes to governance/Directors	All Service Providers			✓	
Changes to organisation structure, staffing as relevant to the Agreement	All Service Providers				✓
Activity report, including performance against benchmarks, targets and expenditure	All Service Providers		✓		
Site Visits/Service Reviews	All Service Providers			✓	

Complaints received by You involving alleged or suspected client abuse involving staff or volunteers.	All Service Providers				✓

D	Financial Compliance Statement

Statement of Compliance in respect of year ended 31st Dec 20__:

For all organisations in receipt of funding from TUSLA under Section 56 to Section 59 of The Child and Family Agency Act 2013.
To be completed at the end of the funding period.

Financial Compliant Statement returning form can be accessed through Tusla's Commissioning Portal.

Purpose of the Statement of Compliance

The Child and Family Agency (TUSLA) requires assurance from organisations funded under Section 56 to Section 59 of The Child and Family Agency Act 2013 that sufficient controls are in place for governing the use of public funds. In addition, TUSLA and grantees must have regard to the provisions of Circular 13/2014 issued by the Department of Public Expenditure and Reform – "*Management and Accountability for Grants from Exchequer Funds*".
http://circulars.gov.ie/pdf/circular/per/2014/13.pdf

To fulfil these requirements, TUSLA requires this Statement of Compliance to be signed by the Chairperson of the Board, on behalf of the Board of your organisation. TUSLA also requires the Statement of Compliance to be countersigned by the Chief Executive (Accountable Senior Executive) of the organisation.

Where your organisation has identified deficiencies and are not in a position to provide assurance on any of the areas identified below a clear and detailed explanation should be provided and also detail of the strategies that the organisation will adopt to address the deficiencies.

This Statement of Compliance should be returned to the *Section 56 to Section 59 Compliance Section* in TUSLA by 31st March 20__.

27.Checklist

Please ensure you have completed the following:

Checklist Item	Please ensure you complete the following
PART A of the Agreement (Signed by both parties)	
Section 21a - Fully completed	
Section 21a - Tax Clearance Certificate Provided	
Section 21b - Fully completed	
Section 21c - Fully completed	
Section 21c - Insurance Certificates Provided	
Section 21d – Ensure your organisation is fully aware of the requirements of the 'Good Governance Framework' and other governance requirements	
Section 21e - Fully completed	
Section 21f - Fully completed	
Section 22a - Fully agreed and completed by TUSLA	
Section 23a - Fully agreed and completed with TUSLA	
Section 24 - Ensure your organisation is fully aware of these requirements	
Section 25a – *New applicants only* – please provide the required financial information.	
Section 25a – *All applicants* – please tick the boxes or provide explanations (where appropriate)	
Section 25b – All applicants – please tick the boxes or provide explanations (where appropriate)	
Section 25c – All applicants – please provide your latest Annual Accounts	
Section 25c – All applicants – please ensure that your latest Annual Accounts includes a segmented account of TUSLA Funding and details in relation to remuneration over €60k. Please attach separately where these are not in place.	
Section 25c – please ensure your organisation is in a position provide quarterly activity reports. The format of such reports shall be agreed with your local TUSLA contact.	
PART B of the Agreement (Agreed by both parties)	

28 Glossary of Terms

Definitions and Interpretation

In this Agreement including all parts, unless stated otherwise or a contrary intention appears:

"**Additional Services**" relates to additional services that are added to the original Agreement and agreed in advance between the Parties;

"**Agency**" means the Child and Family Agency – TUSLA;

"**Agreement**" means this contract agreed in writing between You and Us;

"Agreement Commencement Date" means the date on which this contract comes into effect as set out in Section 23 (Service Particulars);

"Agreement Expiry Date" means the date this Agreement shall expire as set out in Section 23 (Service Particulars);

"Approved Financial Institution" means a financial institution registered in Ireland and operating as a bank, credit union or building society;

"**Area Manager / Regional Chief Officer/Commissioner**" means an individual who holds the role of Area / Regional Chief Officer/ Commissioner within TUSLA;

"**Asset"** means a motor vehicle, item of plant or equipment;

"**Audit**" means an official inspection of Your accounts, services, compliance and governance in relation to this Agreement;

"Auditor" refers to any person or firm that We appoint to carry out an Audit;

"**Authorised Signatory**" means any person duly authorised by TUSLA to act on behalf of TUSLA (being an Area Manager / Regional Chief Officer or more senior officer);

"**Business Day**" means any day other than a Saturday, Sunday on which banks are open for business in Ireland;

"**Children First**" Children First promotes the protection of children from abuse and neglect. It sets out what individuals and organisations need to do to keep children safe and how to deal with concerns about a child's safety or welfare. The term 'Children First' refers to Children First: National Guidance for the Protection and Welfare of Children 2017 and the Children First Act 2015. https://www.gov.ie/en/publication/9d95ef-information-on-children-first/

"Claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement;

"**Code of Governance**" means the *Code of Governance* prepared pursuant to Section 50 of the Child and Family Act 2013;

"Codes of Practice" means the codes of practice for the provision of the Services as may be amended from time to time, and any other guidance, circulars, policies, directions, protocols, standards and any document of a similar nature that has issued or may be issued by the Agency to the Provider from time to time;

"Companies Acts" means the Companies Act 2014, all enactments which are to be read as one with, or construed or read together as one with the Companies Act 2014 and every statutory modification and re-enactment thereof for the time being in force;

"Commissioning Portal" provides a mechanism for Tusla's funded partners to submit section 56 service level agreements digitally online. Such submissions can be accessed and reviewed by Tusla Managers and Commissioners.

"Confidential Information" means information that is by its nature confidential or, when it is received, is marked as confidential in nature, but does not include information which: (a) is or becomes public knowledge other than by: (i) breach of this Agreement; or (ii) any other unlawful means; (b) is in a Party's possession without restriction in relation to disclosure before the date of receipt from the other Party; (c) has been independently developed or acquired by the Party receiving or obtaining it; or (d) is disclosed by compulsion of law, including during testimony before any judicial or quasi-judicial court or tribunal, under court order;

"Conflict of Interest" means having an interest (whether personal, financial, political or otherwise) that conflicts or which may reasonably be perceived as conflicting with Your ability to perform Your obligations under this Agreement fairly and objectively, including as a result of employment, procurement or service delivery arrangements that may exist or be put in place;

"**Deliverables**" means any outputs of the funded Services and any other documents, products and materials provided by You to Us and any other documents, products and materials provided You to Us in relation to the funded Services;

"**Dispute Notice**" refers to a notice that is required to be provided by either Party to the other Party when a dispute arises;

"Duration of this Agreement" means the period commencing on the Agreement Commencement Date and continuing until the Agreement Expiry Date, unless terminated in advance in accordance with this Agreement;

"Force Majeure" means, in relation to either party, a circumstance beyond the control of that Party and lock-outs, strikes and other industrial disputes (in each case, whether or not relating to the claiming Party's workforce and whether or not beyond the reasonable control of the claiming Party);

"Funding" means an amount of funding assistance that We will provide to You under this Agreement, as specified or included in a Funding Particulars;

"**Governance and Compliance Requirements**" means the governance and compliance requirements specified in this Agreement and in particular in Section 26 that relate to the Funding, the Services or your organisation;

"HIQA" refers to the Health Information and Quality Authority;

"**IPRs**" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Key Managerial Personnel**" means the members of Your management team including the Chief Executive Officer, the Chief Financial Officer, the head of Human Resources and other senior management personnel who are responsible for the day to day executive decision-making within Your organisation;

"Key Performance Indicators/Outcomes" means the measurable value that demonstrates how effectively You are carrying out the agreed Services and to enable You and Us to evaluate Your success at reaching targets;

"**Minister**" means the Minister for Department of Children, Equality, Disability, Integration and Youth

"Main Contact Person" means the person, being an employee or officers of Yours, who: (i) is specified as the Main Contact Person; and (ii) for the time being holds, occupies or performs the position specified in the Funding and Service Details;

"Monitoring and Performance Review" relates to all section 56 organisations. It is the review meeting against what Tusla agreed in the contract.

"**Non-Compliance**" means a failure by You to observe Your obligations under this Agreement or a failure by You to comply with reasonable directions from Us;

"**Our Auditors**" means any auditors nominated by Us to conduct a Monitoring and Performance Review for Us or to conduct any financial and compliance Audit of You;

"**Our Materials**" means all documents, information, items and materials in any form (whether owned by Us or a third party), which are provided by Us to You in connection with the Services;

"**Outcomes**" are defined as the changes for service users or other targets of change that happen as a result of an intervention or service being provided. An outcomes-focused approach to providing support to people who use social services means thinking about the difference an intervention will make to the person's life. Outcomes are not actions, inputs or outputs but things that matter to an individual.

"**Party**" means Us or You and "**Parties**" means both Us and You;

"Monitoring and **Performance Review**" means a review of any aspect of Your delivery of the Services or Your use of the Funding by Us or any of Our Auditors;

"**Performance Monitoring Framework**" means a systemic tool to organisational performance management and continuous improvement monitoring;

"Personal Data" means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"Pre-funding" means any Funding that you receive in advance of the Agreement Commencement Date or during the term of this Agreement, prior to an agreed Funding transfer date;

"Pre-contractual Statement" means a draft agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to this Agreement made or given by a Party to this Agreement or any other person at any time prior to the date of this Agreement;

"Personnel" means all officers, employees, volunteers, agents and contractors employed, engaged, supplied or utilised by You or by any subcontractor or agent of You contracted for any purpose whatsoever including without limitation for the purpose of providing or assisting directly or indirectly the provision of Services to Service Users;

"Public Procurement Law" means Council Directive 2014/24/EU (and as implemented by S.I. 284 of 2016) on public procurement, and any other legislation in relation to public procurement law having the force of law in Ireland from time to time, any duties and obligations in relation to public procurement arising under common law, decisions of the courts of law in Ireland and the General Court and the Court of Justice of the European Union in relation to public procurement law, all guidelines and circulars issued by the Department of Finance or other Government Department authorised to issue public procurement law guidance and all other duties and obligations in relation to public procurement, whether arising under European Union law, national law or otherwise;

"Reasonable/Reasonably" means fair, proper and moderate under the circumstances;

"Reorganisation or Restructuring" means:

(a) any significant reconstruction, reorganisation or change in the constitution of the Provider or its associated undertakings, including without limitation in the case of a company, any significant variation in the share capital of the company, a capitalisation issue, rights issue, sub division, consolidation or reduction in the capital of the company, compromise or arrangement sanctioned by the court under section 201 of the Companies Act 1963 or Chapter 1 of Part 9 of the Companies Act 2014;

(b) the acquisition of all or any part of the Provider's undertaking by any other person; or

(c) any merger, de-merger, amalgamation sub-division, howsoever effected, relating to the Provider;

"Reporting Requirements" means the reporting requirements for the Funding, specified in this Agreement that relates to the Funding and Your Services;

"Monitoring and Performance **Review Meetings"** means the meetings that take place between both Parties in accordance with Section 10 and Appendix 1, which will be represented by the Main Contact Person from both Parties and occur in accordance with the frequency specified in Section 10;

"Statement of Compliance" means an annual look-back exercise completed by You to verify that sufficient controls are in place in Your organisation over the management of public funds. It is also a declaration made by You to Us to disclose any events or incidents material in nature;

"Segmented Accounts" means that You must be able to differentiate and follow the funding from the funding source (e.g. We provide You with funding and You must state in your financial statements exactly what that specific funding was spent on and differentiate it from any other sources of funding);

"Serious Breach" means but is not limited to the; (i) failure to use the Funding in the most beneficial, efficient and effective manner to provide the Services;(ii) improper use of Funding; (iii) repeated failure to comply with requirements in this Agreement;

"Service Commencement Date" means the date from which the service is to commence;

"Service Deliverable" means the deliverables, outputs, outcomes, or results of the Services, specified in the Service Particulars (Section 23);

"Service Delivery" refers to the means in which You carry out the agreed Services;

"Service Particulars" this includes the specifics relating to the agreed Services as outlined in Section 23;

"Service Outputs" refers to the anticipated Outputs that the Services will deliver so that they can be monitored and evaluated both on a quantitative and qualitative basis;

"**Service Providers**" refers to a third party who is Funded to deliver specified Services;

"Service Users" means each person who is referred or presents to the You as part of the provision of the Services;

"Services" means services that You must deliver, as specified in Section 23 and for which Funding is provided under this Agreement;

"**Special Conditions**" means the special conditions (if any) for the Funding or Services, specified in Sections 22 and 23 that relates to the Funding and/or Services;

"Staff" means all staff and volunteers in Your organisation.

"**Standards for Governance**" means such corporate governance standards as the We may require You to comply with, as amended from time to time;

"Standard Terms" means this document titled *Service Agreement - Standard Terms*, as updated or replaced from time to time by Us;

"**Subcontractor**" means any person or firm outside Your company that You employ to carry out some, or part of the agreed Services;

"**Term**" means the fixed period of time to which this Agreement relates, starting on the Agreement Commencement Date and ending on the Agreement Expiry Date;

"Us" "We" and **"Our"** means the Child and Family Agency;

"**Unapproved Services**" means any other services provided by You that have not been authorised in advance, in writing by Us shall be outside the scope of this Agreement;

"**Value for Money**" means whether or not an organisation has obtained the maximum benefit from the goods and services it both acquires and provides, within the resources available to it;

"Variation Agreement" means a mutually consented agreement between Us and You that modifies the original Agreement;

"Whole Time Equivalent"
A whole-time equivalent, sometimes abbreviated as WTE, is a unit to measure employed persons or students in a way that makes them comparable although they may work or study a different number of hours per week.

The unit is obtained by comparing an employee's or student's average number of hours worked to the average number of hours of a full-time worker or student. A full-time person is therefore counted as one WTE, while a part-time worker / student gets a score in proportion to the hours he or she works or studies. For example, a part-time worker employed for 20 hours a week where full-time work consists of 40 hours, is counted as 0.5 WTE.

"Year" means a calendar year from 1st January to 31st December, save that in the first year of this Agreement, it shall be the period from the Agreement Commencement Date to 31st December; and

"You, Your" and related parts of speech or other grammatical forms means the funded organisation that is a Party to this Agreement, as specified in the Funding and Service Details.

Appendix 1 – Fair Procedures

1. Monitoring and Performance Review

1.1 We will monitor the standard of performance of Services in accordance with the standards envisaged by Section 5 (Use of Funding and Delivery of Services), the Service Particulars (Key Performance Indicators), Outcomes, the Standards for Governance and by generally accepted best practice and by reference to the Performance Monitoring Framework.

1.2 You shall maintain systems, procedures and controls which reflect the best practices of accountability in expending public funds and will fully co-operate with Us in any reviews of such practices as required by Us.

1.3 We will provide guidance regarding requirements for establishing a Performance Monitoring Framework. The framework will assist both parties in providing a comprehensive set of performance measurements.

2. Access Rights

2.1 We shall be entitled to inspect and review the performance and provision of the Services by You and may arrange for an independent party to inspect and review the same throughout the Duration of this Agreement.

2.2 Any person duly authorised by Us ("Authorised Person") for the purposes of either an inspection or review under Section 10 may visit the Your premises on reasonable written notice to carry out an audit and/or inspection of the provision of the Services and/or may request the provision of documentation or copy documentation by You to Us. Such audits, inspections and requests for documentation shall include, inter alia, the inspection, monitoring, review and assessment of the Your premises, facilities, Your Personnel, records, equipment, procedures and records (including without limitation, Your Personnel records and information and records on the Service Users). You shall give all such assistance and provide all such facilities as the Authorised Person may reasonably require for such audit or inspection.

2.3 In the event of any identified or suspected governance or performance issue, which in Our View (the view of a TUSLA employee of a grade not less than Service/National Director), gives rise to a risk to the life, health, safety or welfare of the Service Users or a significant risk to the Funding or the Services or a material breach of governance, an individual may be appointed by one of Our employees (of a grade not less than Service/National Director) for such period as We may determine to assist and provide guidance to Your Board to facilitate the prompt resolution of any such governance or performance issue in a manner satisfactory to Us. You shall provide any individual appointed pursuant to this Paragraph 2.3 with such access and assistance as he/she may specify in performing his/her functions under this Paragraph 2.3.

2.4 Both Parties acknowledge that such inspections and reviews must be carried out in compliance with law, including, but not limited to, the Data Protection Legislation.

3. Monitoring and Performance Review Process

3.1 You shall cooperate in a monitoring and performance review process (the "Review Process") to support and monitor the implementation, review and evaluation of this Agreement.

3.2 Review meetings shall take place between the Parties (which will be represented by the "*Main contact person*" specified in the Particulars to this Agreement (Section 21. Organisation Particulars, Your Contacts), or another appropriate person) according to the review frequency detailed within Section 10).

3.3 The provisions of the Particulars to this Arrangement, and the monitoring and performance of the Services and implementation of this Agreement shall be reviewed at each review meeting. In particular, the following shall be considered (without limitation):

- Contract and Company Information
- Children's First/Safeguarding
- Governance
- Financial Compliance
- Performance & Data Management
- Counselling Monitor
- Financial reports and issues arising.
- Human resources and staffing issues.
- Activity data – summary of Services provided.
- The objectives and actions taken by the Provider to deliver the Services as specified in this Agreement.
- Review of agreed performance indicators and outcomes as set out in Section 23 (Service Particulars).
- Whether the needs of Service Users are being met.
- Compliance with Services specifications (including Codes of Practice, Section 13 (Quality and Standards)).
- Evaluation of information provided pursuant to Sections 5.1(a), Section 10 and this Appendix 1.
- Any matters notified in writing to Us including pursuant to Section 5.1(b)(iii) and 6.1(a)(vi) (matters which may affect the delivery, provision or level of the Services).
- Any reports received by Us pursuant to Section 7.3(a) (Other funding received by You).
- Any reports received by Us pursuant to Section 7.3(b) (Proposed changes to the Services or the board members, Company Secretary or CEO of Your organisation or your external auditors or certifying accountants).
- Any reports received by Us pursuant to Section 7.3(c) (Notifying alleged misconduct) of this Agreement.
- Any reports received by Us pursuant to Section 7.3(d) (Notifying Major Incidents)
- The value of any supplies, services or works contracts awarded by Us and availed of by You pursuant to or in connection with this Agreement.
- Other issues appropriate to the efficient, effective and safe operation of the Services.
- Your compliance with the Standards for Governance.

3.4 You shall comply with all of Our requirements in reviewing the monitoring, performance and provision of the Services and such requirements may be set out in Section 10 and this Appendix 1 (Fair Procedures) and revised or amended in writing by Us from time to time.

3.5 With the exception of requirements specified by Us in Section 10 and this Appendix 1, any amendment to this Appendix 1 to this Agreement shall be agreed in writing between Us and You

4. Performance Issues

4.1 First Performance Notice

(a) Without prejudice to any other rights We may have under this Agreement, if, as a result of information received, or inspection undertaken or following a Monitoring and Performance Review or otherwise, We are of the opinion that there may be a potential Non-Compliance We may give notice in writing to You (with a copy of that notice provided to Your Board) that We are minded to issue a First Performance Notice (the "First Notification Notice") specifying: (i) the reasons why We have a reasonable concern that You are in potential Non-Compliance; (ii) the respects in which We consider You are in potential Non-Compliance; (iii) the decision making process which We will follow in determining whether to issue a First Performance Notice pursuant to this Paragraph 4.1, which decision making process is set out in more detail in Paragraphs 4.1(b) to 4.1(d) below; (iv) such steps as We may deem necessary for You to take to address the potential Non-Compliance to Our satisfaction and the time frame for such compliance in the event that a First Performance Notice is issued; and (v) any steps which We may take or may require You to take, whether under Paragraph 4.3 or otherwise, in the event that a First Performance Notice does issue.

(b) You will have fourteen (14) days (or such other shorter or longer period as We may specify) from the date of the First Notification Notice to make written representations to Us in respect thereof and/or to address the matters specified in the First Notification Notice.

(c) We shall consider the representations received from You and We may (in Our absolute discretion) meet with You to discuss the matter.

(d) Following expiry of the period provided for in Paragraph 4.1(b) and having considered Your representations (if any), We shall make a determination as follows: (i) if We determine that You are not in Non- Compliance We shall so inform You in writing; (ii) if We determine that there has been a Non-Compliance but this has been addressed to Our satisfaction then We reserve the right to issue a First Performance Notice in the terms set out in Paragraph 4.1(e) below; or (iii) if We determine that You are in Non-Compliance and that Non-Compliance has not been addressed to Our satisfaction, We may issue a First Performance Notice, in the terms set out in Paragraph 4.1(e) below.

(e) The First Performance Notice shall specify: (i) Our determination; (ii) the reasons for Our determination; (iii) the steps We require You to take to address the Non-Compliance to Our satisfaction and the period within which they should be taken (both the required steps and the time period shall be reasonable in the circumstances); and (iv) the steps which We are to take or require You to take whether under Paragraph 4.3 or otherwise and the period or other relevant details in respect of same, as appropriate.

4.2 Second Performance Notice

(a) Without prejudice to any other rights We may have under this Agreement, if, as a result of information received, or inspection undertaken or following a Monitoring and Performance Review or otherwise, We are of the opinion that: (i) You may not have complied with the First Performance Notice within the period specified in the notice; or (ii) there may have been a further or continuing instance(s) of Non- Compliance by You.

(b) We may give notice in writing to Your Board (the "Second Notification Notice") that We are minded to issue a Second Performance Notice (whether or not arising from issues raised in the First

Performance Notice) specifying: (i) the reasons why We have a reasonable concern in accordance with Paragraph 4.2(a)(i) or 4.2(a)(ii); (ii) the respects in which We consider You may not have complied with Paragraph 4.2(a)(i) or 4.2(a)(ii); (iii) the decision making process which We will follow in determining whether to issue a Second Performance Notice pursuant to this Paragraph 4.2, which decision making process is set out in more detail in Paragraphs 4.2(c) to 4.2(d) below; (iv) such steps as We may deem necessary for You to take to address the potential Non-Compliance or alleged failure to comply with the First Performance Notice to Our the Executive and the time frame for such compliance in the event that a Second Performance Notice does issue; and (v) any steps which We may take or may require You to take, whether under Paragraph 4.3 or otherwise, in the event that a Second Performance Notice does issue.

(c) You will have fourteen (14) days (or such other shorter or longer period as We may specify) from the date of Second Notification Notice to make written representations to Us in respect thereof and/or to address the matters specified in the Second Notification Notice.

(d) We shall consider the representations received from You and We may (in our absolute discretion) meet with You to discuss the matter.

(e) Following expiry of the period provided for in Paragraph 4.2(c) and having considered Your representations (if any), We shall make a determination as follows: (i) if We determine that You are not in non-compliance with the First Performance Notice or are not in Non-Compliance We shall so inform You in writing; (ii) if We determine that You have been in non-compliance with the First Performance Notice or in Non-Compliance but this has been addressed to Our satisfaction then We reserve the right to issue a Second Performance Notice in the terms set out in Paragraph 4.2(f) below; or (iii) if We determine that You have been in noncompliance with the First Performance Notice or have been in Non-Compliance and this has not been addressed to Our satisfaction, We may issue the Second Performance Notice in the terms set out in Paragraph 4.2(f) below.

(f) The Second Performance Notice shall specify: (i) Our determination; (ii) the reasons for Our determination; (iii) the steps We require You to take (which may include, without limitation, You preparing and implementing a plan of action) to address the failure to comply with the First Performance Notice or the Non-Compliance to Our satisfaction and the period within which they should be taken; and (iv) the steps which We are to take or require You to take whether under Paragraph 4.3 or otherwise and the period or other relevant details in respect of same, as appropriate (both the required steps and the time period shall be reasonable in the circumstances).

4.3 Possible Actions where You have not addressed a Non-Compliance

(a) Where You have failed to address a Non-Compliance to Our satisfaction, whether as identified in a First Performance Notice or Second Performance Notice, We may do one or more of the following: (i) where We reasonably believe that the provision of training may assist You in addressing the Non-Compliance or maintaining compliance, We may require You to ensure that appropriate training is provided to Your Board and/or Your Personnel, at Your expense, as We deem is required to address the Non-Compliance; (ii) withhold a proportionate percentage of the Funding (which in Our view is appropriate in the circumstances) allocated to You in respect of the Non-Compliance until such time as You become compliant with this Agreement to Our satisfaction (or if You do not become compliant, We may recoup, suspend or cancel such Funding in accordance with Section 1.3 of this Agreement); (iii) where, in Our opinion, You have failed to observe restrictions imposed on the payment of remuneration to Your Personnel, We may: (A) require any amount up to the amount paid to Your Personnel which is in excess of the relevant public sector consolidated pay scales to be paid to Us (the "Excess Amount"); or (B) reduce the Funding provided to You by an amount up to the Excess Amount;

(iv) preclude any consideration of any request from You for the provision and funding of Additional Services until such time as You addresses the Non-Compliance to Our satisfaction; (v) preclude any consideration of any request from You for the provision of any capital funding until such time as You address the Non-Compliance to Our satisfaction; (vi) state that We will provide or procure the provision of one or more of the Services at Your expense (provided that such expense shall not exceed the amount of Funding made available to You under this Agreement in respect of the relevant Services) until You have shown to Our reasonable satisfaction that the relevant Services will in future be provided by You in accordance with the terms of this Agreement; or (vii) determine this Agreement in respect of such part of the Services to which the Non-Compliance relates and thereafter withhold the proportionate amount of the Funding relating to those Services.

(b) For the avoidance of doubt, the actions listed above are non-exhaustive and shall not limit in any way whatsoever the possible actions which We may request You to take to address a Non-Compliance.

4.4 Notices

(a) Any notices served under this Paragraph 4.4 shall be authorised by a TUSLA employee of a grade not less than Regional Chief Officer or Service Director,

(b) Any notices served under Paragraphs 4.1 and 4.2 may be served notwithstanding the exercise by Us of Our rights pursuant to Paragraph 4.5.

(c) Any notices served under this Paragraphs 4 shall not constitute a waiver of any term or condition of this Agreement and shall be without prejudice to any of Our other rights remedies or powers under this Agreement, or as provided by law, whether in respect of any Non-Compliance or otherwise.

(d) In respect of notices served under Paragraph 4.2, such Second Performance Notices shall be authorised by a TUSLA employee of a grade not less than National Director for Services and Integration, who has been authorised by the Chief Executive Officer of the Executive to issue a Second Performance Notice.

4.5 Further Rights in cases of Non-Compliance

(a) Without prejudice to Paragraphs 4.1, 4.2 and 4.3 where, either: (i) We are of the opinion that You have failed to comply with a First Performance Notice or a Second Performance Notice; and a Service/National Director of TUSLA is of the opinion that a serious risk arises to any of the Services, the Service Users, the costs of the Services or the Funding provided pursuant to this Agreement; or (ii) We are of the opinion that You are in Non- Compliance and are of the opinion that there is a serious and imminent risk to the life, health, safety or welfare of Service Users or a serious and imminent risk to the Funding provided pursuant to this Agreement ("Exceptional Circumstances"), We may exercise Our rights pursuant to this Paragraph 4.5 in order to address, in whole or in part, the Non-Compliance.

(b) Unless Exceptional Circumstances exist, We shall, before exercising Our rights pursuant to this Paragraph 4.5: (i) issue a written notice to You informing You of Our proposed determination in accordance with Paragraph 4.5(a)(i), the reasons for Our proposed determination and the proposed exercise by Us of Our rights pursuant to this Paragraph 4.5 and the anticipated duration of such: (A) the written notice will inform You of the decision making process which We will follow in determining whether to exercise Our rights pursuant to this Paragraph 4.5; (B) the written notice will afford You 14 days (or such other shorter or longer period as We may specify) to make written submissions to Us on Our proposed determination in accordance with Paragraph 4.5(a)(i) and on the proposed exercise

by Us of Our rights pursuant to this Paragraph 4.5; (iii) consider any submissions made by You and We may (in Our absolute discretion) meet with You to discuss the matter; and (iv) having considered Your representations (if any), if We are satisfied that the circumstances described in Paragraph 4.5(a)(i) exist, We shall exercise Our rights pursuant to this Paragraph 4.5 and issue a further written notice advising You of such exercise.

(c) In Exceptional Circumstances, We shall: (i) consider the feasibility, having regard to all the circumstances, of complying with the procedures described in Paragraph 4.5(b) and in Our absolute discretion dispense with such procedures, or some of them, and/or may take such steps as We deem appropriate in the particular circumstances but without any obligation whatsoever to do so; (ii) notify You in writing as soon as reasonably practicable of the exercise of Our rights pursuant to this Paragraph 4.5 and the anticipated duration of such; and (iii) afford You an opportunity to make submissions to Us on the exercise by Us of Our rights pursuant to this Paragraph 4.5 and having considered any submissions made, We will consider the risks arising and the ongoing necessity or desirability for the exercise by Us of Our rights pursuant to this Paragraph 4.5 and may cease to exercise such rights if We are satisfied that Service Users and/or the Funding are no longer at risk.

(d) We have the following rights pursuant to this Paragraph 4.5: (i) the right to require You to take promptly such actions as We may, at Our discretion, require in order to address, in whole or in part, the Non-Compliance; (ii) the right to take such direct and binding executive action on Your behalf as We may deem necessary or expedient to rectify Your Non-Compliance and to ensure the delivery of the Services in accordance with this Agreement; (iii) the right to engage a third party to assist Us with the rectification of the Non-Compliance; (iv) the right to issue instructions to You, including Your Board, to ensure the prompt rectification of the Non-Compliance; and (v) the right to take any such steps or require any such steps to be taken as We may at Our discretion consider necessary or expedient to rectify the Non-Compliance.

(e) In order to comply with Paragraph 4.5(d)(iv), You shall procure that Your Personnel and any of Your agents take such steps as are required to ensure compliance with any instructions issued by Us to You.

(f) For the avoidance of doubt, nothing in this Paragraph 4.5 shall operate to transfer any rights or entitlements to share capital, stock or property, whether tangible or intangible, from You to Us and any actions taken pursuant to this Paragraph 4.5 shall be taken by You or by Us on Your behalf.

(g) You shall take all steps required to ensure that Our rights pursuant to this Paragraph 4.5 are given full legal and practical effect

(h) We shall endeavour to meet with Our Board as soon as practicable following Our exercise of Our rights pursuant to this Paragraph 4.5 to discuss further actions or Agreements (including Agreements to ensure the continued provision of Services to Service Users) which We may consider necessary in the circumstances and Your Board shall agree with Us a plan of action and a timetable in respect of any such actions or Agreements, which may include meetings to monitor and discuss all operational aspects of the Services.

(i) Without prejudice to Paragraph 4.5(l), You hereby: (i) agree that We shall be accorded every reasonable facility and co-operation by Your Board and by the Director of Your Personnel for the performance of Our rights pursuant to this Paragraph 4.5; (ii) agree that We, for the purposes of this Paragraph 4.5, shall have all such powers as We deem necessary or expedient for the purpose of exercising Our rights under this Paragraph 4.5; and (iii) agree that upon the exercise by Us of Our rights pursuant to this Paragraph 4.5, any chief executive officer/ manager director or other person(s)

exercising similar executive managerial functions in respect of You may be required by Us to report directly to Us for the duration of the exercise by Us of the rights pursuant to this Paragraph 4.5.

(j) Without prejudice to Paragraph 4.5(l), We shall liaise and consult with Your Board, as We deem appropriate. For the avoidance of doubt, We shall not have power to exercise generally the functions of Your Board but may instruct You to do such things and take such actions as We may deem necessary or expedient for the exercise of Our rights under this Paragraph 4.5.

(k) We shall not incur any liability (either to You or to any other person) by reason of the exercise of Our rights pursuant to this Paragraph 4.5. For the avoidance of doubt, exercise by Us of Our rights pursuant to this Paragraph 4.5 shall not discharge You or Us from any existing or future liability that You or We have or may have to third parties arising out of or in connection with the provision of the Services (including, for the purpose of this Paragraph 4.5, the provision of any services prior to the commencement of this Agreement).

(l) Without prejudice to Our rights under this Paragraph 4.5, You hereby irrevocably appoint, with effect from the exercise by Us of its rights pursuant to this Paragraph 4.5, We to be Your attorney (with full power of substitution and delegation), in Your name or otherwise and on Your behalf and as its act and deed to generally carry on, manage and ensure the delivery of the Services to Service Users; to manage the Funding and to exercise all of Your rights, powers of entitlements in furtherance of those purposes and to do all other acts and things which We may consider desirable or necessary to realise or carry such purposes into effect or incidental or conducive to any of the rights, powers or discretions conferred on Us for the duration of the exercise of Our rights pursuant to this Paragraph 4.5 as shall be determined by Us under this Paragraph 4.5. Our powers under paragraphs (a) to (m) of this Paragraph 4.5 shall be additional to any powers We may have as an attorney pursuant to this Paragraph 4.5 or by law.

(m) We may cease to exercise Our rights pursuant to this Paragraph 4.5 at any time and shall issue a written notice to You to confirm the cessation of such.

(n) The exercise or non-exercise by Us of Our rights pursuant to this Paragraph 4.5 shall have no effect on any of our other rights pursuant to this Agreement.

(o) The Funding provided to You pursuant to this Agreement may be suspended at Our discretion in whole, in part or in respect of any Service or part thereof managed by Us pursuant to this Paragraph 4.5 until You resume full delivery of such Services.

(p) The reasonable costs incurred by Us in exercising Our rights under this Paragraph 4.5 shall, at Our option, be deducted from the Funding or recoverable by Us as a debt due and owing by You to U

Appendix 2 - Technical and Organisational Measures

Appendix 2 - Technical and Organisational Measures

Each party must implement appropriate technical and organisational measures (TOMs) within their own organisation to protect against the unauthorised or unlawful processing and the accidental loss, destruction, damage, alteration, and disclosure of any Personal Data and/or Special Categories of Personal Data which is shared under this Agreement.

At a minimum, each Party must implement the following TOMs:

1. Ensure that the data processing environment is understood, and applicable data sharing or data processing agreements are in place.
2. Ensure that strong and robust access controls are in place to manage and protect both on-site and remote access to Personal Data and Special Categories of Personal Data.
3. Ensure that all on-site and remote access to Personal Data and Special Categories of Personal Data stored electronically, is controlled by strong unique passwords and all such access is logged appropriately.
4. Ensure that all Mobile Computer Devices which are used to Process and/or store Personal Data and Special Categories of Personal Data have strong Encryption facilities available which permit the encryption of the Mobile Computer Device and/or the Encryption of the Personal Data and Special Categories of Personal Data at a file or folder level.
5. Ensure that all Computer Devices which are used to Process or store Personal Data and/or Special Categories of Personal Data have real-time protection Anti-Malware Software installed which is updated on a regular basis.
6. Ensure that all Personal Data and Special Categories of Personal Data which is Processed or stored off-site or within a Cloud Computing solution by a Third Party, on behalf of a Party, is Encrypted at rest using strong Encryption protocols.
7. Ensure that documented IT and information security policies, which define how the Party's employees, contractors and Third Parties are to manage, process and secure the Party's data, are in place and kept current.
8. Ensure that all Personal Data and/or Special Categories of Personal Data transmitted outside an organisation, via electronic means, is sent through secure channels (for example, VPN, Secure FTP, TLS) or encrypted email using strong encryption protocols.
9. Ensure that all Personal Data and/or Special Categories of Personal Data is backed up on a regular basis and that backup copies of the data are tested on a frequent basis to ensure the data can be restored in the event of a hardware or software crash or a cybersecurity Incident.
10. Ensure that all Servers, with the exception of those which are owned or controlled by Tusla, which are used by the Service Provider to process, or store

Tusla Personal Data are backed up on a daily basis. Where the Service Provider backs up the Servers onto backup media, the Service Provider must ensure the following:

a) The backup media is stored a sufficient distance away from the Server, for example, in another building on-site under the control of the Service Provider or off-site in a building or facility controlled by the Service Provider or a contracted third party.
b) When not in use, the backup media is protected from damage caused by fire, heat, humidity, water, and exposure to strong magnetic fields.
c) The backup media is password protected by strong unique passwords.
d) The backup media is encrypted using strong encryption.
e) Access to the backup media is limited to the Service Providers employees, contractors and/or, as applicable, Sub-Processors who are involved in the backup process.
f) When in transit, the backup media is protected at all times from damage, theft, interference and loss.
g) The backup media is tested by the Service Provider on a regular basis.
h) All old, obsolete, and damaged backup media which was used to backup Tusla Personal Data is physically destroyed.

11. Ensure that all Servers used by the Service Provider to process, or store Tusla's Personal Data have logging enabled, and the Server logs must be monitored by the Service Provider on a regular basis.
12. Ensure that appropriate patch management procedures are in place for managing the timely application of relevant security software updates and patches to all IT devices, mobile computer devices, Servers, and other critical IT equipment, used by the Service Provider to process, or store Tusla's Personal Data.
13. The Service Provider must have documented disaster recovery plans in place which detail how, in the event of a physical or technical security breach, it will restore the availability of, and access to any Servers, used by it to process or store Tusla Personal Data.
14. The Service Provider must have appropriate asset management procedures in place which allow for the management and recording of all IT hardware and software assets used to process or store Tusla's Personal Data.
15. The Service Provider must have appropriate procedures in place for the timely decommissioning and secure wiping or destruction, i.e., the process that renders data unrecoverable, of all old, obsolete, and damaged IT devices, mobile computer devices, Servers, software, and other critical IT equipment, with the exception of those which are owned or controlled by Tusla, used by the Service Provider to process, or store Tusla's Personal Data.
16. The Service Provider must have appropriate separation controls in place which provide for the separation of different customer's data on its IT hardware and software and ensure Tusla's Personal Data is processed by the Service Provider as separately as possible other customer's data.
17. The Service Provider must ensure full separation, where applicable, of its production and development / test / training environments.
18. The Service Provider must have appropriate procedures in place for the vetting of all new employees and contractors who will have access to Tusla's Personal Data and ensure that all contracts of employment contain binding non-disclosure and confidentiality clauses.
19. The Service Provider must have appropriate procedures in place to ensure that

all employees and contractors have access only to personal data required for them to do their jobs and that controls are in place to prevent unauthorised access to the Shared Data

20. The Service Provider must ensure that where legally required to do so, it has appointed a Data Protection Officer in accordance with Article 37 of the GDPR.
21. The Service Provider must have appropriate procedures in place which allow for the Service Provider to regularly, test, assess and evaluate the effectiveness of the technical and organisational measures they have implemented to ensure the security of Tusla's Personal Data which they process on behalf of Tusla.