



Clár Éire Ildánach
Creative Ireland
Programme



SERVICE LEVEL AGREEMENT

This Service Level Agreement made the **X** between:

The Minister for Tourism, Culture, Arts, Gaeltacht, Sport and Media, 23 Kildare St, Dublin 2

and

Name, Address (hereafter "the Grantee")

each a "**Party**" and together the "**Parties**"

(Name and Address of Trustee, if applicable to be added)

1. Purpose of this Service Level Agreement

This Service Level Agreement ("SLA") outlines a strategic partnership between the **Minister for Tourism, Culture, Arts, Gaeltacht, Sport and Media** and the **Grantee**.

Under this SLA, the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media and the Grantee intend to, **...Define ("Project")**

2. Parties to this SLA

- 1. The Minister for Tourism, Culture, Arts, Gaeltacht, Sport and Media** ("Department") supports the tourism industry in increasing revenue and employment through enhancing competitiveness and through marketing and product development, promotes, nurtures and develops Ireland's culture and arts, supports and promotes the use of the Irish language and to facilitate the development of the Gaeltacht, contributes to a healthier and more active society by promoting sports participation, and by supporting high performance and the provision of facilities, develops broadcasting and media policy, including online safety legislation, and provides oversight of the BAI, RTÉ and TG4. In the Department, **the Creative Ireland Programme** is an all-of-government, culture-based initiative that emphasises the importance of human creativity for individual, community and national wellbeing. The programme is grounded in the belief that every person has creative capacities, the development of which contributes to their personal wellbeing as well as to the general wellbeing of our communities and society. Any reference in this SLA to the

Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media shall be deemed to be a reference to the Minister for Tourism, Culture, Arts, Gaeltacht, Sport and Media.

2. **Name** ("the Grantee")...

3. Background to the SLA

Insert Background

4. Agreed Outputs

Both Parties agree the following outcomes by the Grantee outlined below:

Insert Outputs

These outputs will inform Section 6. Final Report (as outlined below).

5. Agreed Outcomes

Both Parties agree that the Grantee, through the Project will provide the following outcomes:

Insert Outcomes

6. Final Report

The Department will require a final report (the "Report") from the Grantee. Final drawdown of funding will be conditional on this Report being received and accepted. This Report must include the following information:

1. Executive Summary;
2. Introduction/background;
3. Outline of team and key participants; including the number of Creative Practitioners/Artists that received funding through this agreement;
4. Outputs and outcomes (as per Sections 4 and 5 of SLA);
5. Public Engagement outcomes, e.g., levels of audience engagement and participation (if appropriate), media coverage, social media analytics, etc.;
6. A summary of the Project evaluation;
7. Provide a selection of high-quality images and/or digital video content (Please see Section 21 regarding Data Protection) for promotional purposes by the Department, inclusive of all relevant credits;
8. Any relevant findings;
9. Breakdown of costs;
10. Conclusion.

In advance of the submission of the Report, the Grantee will submit a draft copy for review by the Department. The Report may be published universally by the Department within six months of submission and approval.

7. Project Duration

This SLA shall be effective from the **XX** until **XX** as outlined in the Work Schedule (**Appendix I**).

8. Amendment to Project

Where amendments to the Project or its delivery become necessary, both Parties will mutually engage to agree amendments. Any amendments shall be agreed in writing between the parties.

9. Disputes

The Parties will make every reasonable effort to resolve any disputed issues fairly by negotiation. All disputes or differences arising in connection with this SLA, which cannot be resolved through negotiation, may be referred to an independent mediator, the identity of whom shall be agreed in advance by the Parties. Each Party shall always bear its own costs in connection to a mediator.

10. Financial Allocation

In consideration of the development, delivery and completion of the Project, grant funding in the sum of **€X** ("**Grant Funding**") is being allocated to the Grantee by the Department – subject to internal annual Estimates, and budget processes and the requirement to secure any necessary sanctions, at which point the final 20XX allocation will be confirmed and notified to the Grantee.

The Grant Funding for the Project is being provided by **XXX**. Money will be drawn down through submission of a grant recoupment form to the Creative Ireland Programme in the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media.

The Grantee agrees that the Grant Funding subject to this SLA may be recouped by the Department if, in the opinion of the Department, the Grantee fails to deliver as agreed per Work Schedule in Appendix I. Funding provided under this agreement must be drawn down within the calendar year specified as per Appendix II, and requests for draw down should be submitted by mid-November each relevant year to ensure payment processing before year end. If for some reason full draw down is not expected, the Grantee must inform the Department at the earliest opportunity.

11. Accountability

The Grantee is required to comply with the highest standard of transparency and accountability and adhere to the guidelines contained in Department of Public Expenditure and Reform *Circular 13/2014 - Management of and Accountability for Grants from Exchequer Funds*, see <http://circulars.gov.ie/pdf/circular/per/2014/13.pdf>

In particular, and in line with the above circular, the Grantee is required to submit the following documentation when and if requested:

Financial Statements

The Grantee must submit yearly audited accounts to the Department without delay after the end of the financial year. If audited accounts are not prepared, the grantee **must** notify the Department of this upon signing the SLA. Once the Department has been notified of this, suitable financial statements should be submitted to the Department, at the end of the financial year, for the Project duration. Please refer to Section 5: Grantee Responsibilities in ***Circular 13/2014 - Management of and Accountability for Grants from Exchequer Funds*** (see link above)

Drawdown of Funding

The Grantee will draw down funding on the basis of vouched expenditure¹. Drawdown requests will be paid on the basis that:

- (a) They relate only to the delivery of the Project;
- (b) They have not and will not be used in support of another claim for reimbursement from any other funding sources;
- (c)
- (f)
- (g) Final drawdown of funding will be conditional on the required Final Report being received by the Creative Ireland Programme.

Drawdown requests will be issued to the Department in accordance with the drawdown dates outlined at Appendix II.

Financial Control

The Grantee confirms that they have adequate financial control systems in place to manage funds. Fees and payments will only be made for services (Artists/designer/photographer/admin/etc.) and products (suppliers/materials that support Project production) outlined in the Project budget, subject to the receipt of drawdown requests from payees. Payments vs drawdown requests will be monitored in an account log.

At the start of each financial year, the Department will request the following from the grantee:

- Budget Submission for previous financial year
- Declaration from grantee (template will be issued at beginning of year)
- Audited Accounts
- Letter identifying funding in audited accounts (if necessary – sometimes audited accounts may not explicitly outline individual programmes, they may be included under a general title)

¹ Vouched Expenditure: Proof of each transaction must exist in the form of a receipt and the payment matched to a transaction on a bank statement or a financial management system.

- Bank Account Statements showing money going in and out of accounts or a printout from a financial package showing the same
- Tax Clearance Cert (if applicable)
- Interim Report or Final Report (if project is completed)

Audit

The Department reserves the right to carry out an audit of expenditure at any time. The grantee also has obligation to make books and accounts available to the Comptroller and Auditor General, where 50 per cent or more of their total income is sourced from Exchequer Funds

Artist Remuneration

The Grantee is required to comply with the ***Arts Council Policy on the fair and equitable remuneration and contracting of artists***, see <http://www.artscouncil.ie/about/artists-pay-policy/>

12. Public Engagement Strategy

As part of this SLA, the Grantee is required to:

- Agree a joint strategic Communications Plan with the Department's Creative Ireland Programme including objectives, implementation timeframe and outputs (including associated imagery and film as appropriate) ;
- Identify specific target audiences for the Project, with a particular focus on engaging communities across Ireland, and key public communication channels including digital, print and broadcast;
- Pinpoint opportunities around which we can build a specific communication campaign;
- Publicly, correctly and prominently acknowledge the support of the Creative Ireland Programme in all advertisements, press, publicity and marketing materials with appropriate use of the Creative Ireland Programme branding/promotional material as provided. Such recognition must match that given to corporate or other sponsors or donors for similar support. Compliance with this condition will be monitored and non-compliance will be regarded as a breach of this SLA. The Department reserves the right to request copies of all such promotional material publicising a Project;
- Ensure that branding requirements are communicated to, and complied with by any, third parties supporting delivery of the Project;
- Ensure all imagery and footage is accompanied by relevant creative credits;
- Promote a greater understanding of the purpose, outcomes and impact of the Project and its alignment with the vision of the Creative Ireland Programme; and
- Ensure that the Project is inclusive, appropriate and respectful.

In addition, it is agreed that:

- Both Parties commit to proactive, ongoing and timely communications, cooperation and information sharing including advance notice of significant planned communications activities/events ;
- Both Parties support prompt and timely responses to correspondence, information requests and related matters;

- A series of meetings or a meeting (dates to be agreed) will be held between both parties throughout the duration of the Project to keep each other fully apprised and updated on any issues; and
- The Grantee will provide updates, statistics, briefing and other material and information if required by the Department.

In relation to use of imagery and/or footage for this Project, the relevant creative (i.e. photographer, videographer, etc.) will retain copyright but permit the Grantee, the Creative Ireland Programme in the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media and their agents to use and distribute any pictorial images and/or film supplied by the creative as part of this Project as desired for any lawful purpose as part of place branding, outdoor campaigns, publications and social media campaigns.

13. Departmental Support

In addition, it has been agreed that the Department will provide support as follows:

- Provision of access to Creative Ireland Programme Networks as appropriate (for example, the Local Authority Creative Ireland Coordinators);
- Communications and marketing support including promotion on the Creative Ireland Programme website <https://www.creativeireland.gov.ie/> and social media platforms, press and PR support (joint press releases, national and regional media opportunities etc.);
- A suite of promotional assets for use;
- Timely drawdown of funding; and
- Access to support and advice where possible.

14. Intellectual Property

For the avoidance of doubt, any Intellectual Property related to the Project developed, owned, licensed or controlled by the Grantee prior to the commencement date shall remain the property of the Grantee.

All Intellectual Property generated during the course of the Project shall remain the property of the Grantee but it is agreed by virtue of signing this SLA that the Department has the royalty-free right to freely use, publish, distribute and make public any Intellectual Property generated during the course of the Project including the final report.

Intellectual Property in this regard refers to all Intellectual Property of any description including know-how, copyright, trademarks, database rights, design rights, patents, design models and utility models, etc.

15. Confidentiality

During the period of the Project, each of the Parties to this SLA agrees to hold confidential all information, documentation and other material received, provided or obtained arising from their participation in this SLA and shall not disclose same to any third party without prior written consent. This confidentiality obligation shall not apply to any information which:

- is already in the public realm, or
- is independently developed by the Grantee, or
- as may be required by law to be disclosed.

The Grantee understands that any information provided with respect to this SLA may be subject to examination for possible release in accordance with the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media's obligations under the Freedom of Information Act 2014 ("FOI"). In the event that a FOI request is received, the Department shall consult with the Grantee in respect of the request and the Grantee shall specifically identify any information that it considers to be confidential or commercially sensitive and shall state the reasons for this sensitivity. The Department will consult the Grantee about information that the Grantee identifies as being confidential or commercially sensitive before making a decision on any request received under the Freedom of Information Act 2014. The Department accepts no liability whatsoever in respect of any information provided which is subsequently released (irrespective of notification).

16. Liability

The Grantee shall bear responsibility in respect of any and all claims howsoever arising from or in connection with the delivery of the Project and to the extent covered by insurance policies, shall indemnify and hold harmless the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media, in respect of such claims.

The Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media will not be liable in respect of any claim by or on behalf of any adviser, manager, volunteer, expert employee, servant, or agent of the Grantee or by or on behalf of any other person who may have a claim against the Grantee arising out of the implementation of this SLA.

It shall be the sole responsibility of the Grantee to take out adequate and appropriate insurance cover in relation to the delivery of the Project.

17. Termination

This SLA may be terminated by the Department, by serving four weeks written notice, where the Grantee is not meeting or cannot substantially deliver the Project, or, by mutual agreement between the Department and the Grantee.

In cases of intended termination of this SLA, the Grantee shall be given an opportunity to respond to the Department's concerns before formal termination.

18. General Provisions

This SLA shall be governed by the Laws of Ireland and shall be subject to the exclusive jurisdiction of the Irish courts.

This SLA shall not be assigned wholly or in part to third parties by either Party without the prior written consent of the other Party.

All notices given by either Party to the other pursuant to this SLA shall be in writing.

In the event of any provisions of this SLA being or becoming ineffective or of any omission being discovered, the validity of the remaining provisions shall not thereby be affected. In place of the ineffective provisions or for the purpose of rectifying the omission, a reasonable arrangement shall operate as similar as possible to that which the Parties hereto desired or would have desired in consideration of the spirit and object of this SLA.

19. Force Majeure

If the performance of this SLA or any obligation thereunder is prevented, restricted or interfered with by reason of fire, accident, strikes or labour disputes, war or other violence, any law, proclamation, regulation, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of any Party, the Party so affected upon giving prompt notice to the other Party shall be excluded from such performance to the extent of such prevention, restriction or interference; provided that the Party so affected shall use its reasonable endeavours to avoid or remove such causes of non-performance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

20. Child Protection Policy

If the Project involves any work or activity that will involve contact with children or relates to the provision of educational, research, training, cultural, recreational, leisure, social or physical activities to children, the Grantee is obliged to ensure that their Child Protection Policy complies with guidelines and legislation in the jurisdiction within which they are operating for the purpose of the project and provide a copy of the policy to the Creative Ireland Programme.

21. Data Protection

The Grantee shall comply with all applicable requirements of the Data Protection Laws. "Data Protection Laws" means all applicable national and EU data protection laws, regulations and guidelines, including but not limited to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "General Data Protection Regulation"), and any guidelines and codes of practice issued by the Office of the Data Protection Commission or other supervisory authority for data protection in Ireland.

The General Data Protection Regulation (GDPR) applies from 25 May 2018. It has general application to the processing of personal data in the EU, setting out more extensive obligations on data controllers and processors, and providing strengthened protections for data subjects. Although the GDPR is directly applicable as a law in all Member States, it allows for certain issues to be given further effect in national law. In Ireland, the national law, which, amongst other things, gives further effect to the GDPR, is the Data Protection Act 2018.

In particular, grantees should note obligations under these regulations with regard to transfer of video or imagery to the Department's Creative Ireland Programme. As the data controller, the grantee should ensure that they have full permission of the data subject (i.e. the person in the video/image or their guardian) to share that personal data with the Department,

making the Department an independent controller of that data. Please see a sample consent form in **Appendix XXX.**

22. Acknowledgment

The Parties shall confirm acceptance of the terms and conditions of this SLA by signing below.

Grantor Name

Grantee Name

Date: _____

Date: _____

