

CAIRDE Funding Agreement

This Funding Agreement (hereafter ‘the Agreement’) is made on _____ 2025 between **Galway City Council** (hereafter ‘the Council’) and the Grant recipient, **Group Name** (hereafter ‘the Recipient’). The agreement sets out the terms and conditions attaching to grant aid provided by the Council to the recipient which must be adhered to fully by the recipient.

Grant aid, or part thereof, may be recouped by the Council from the recipient if the recipient does not adhere to the funding principles attaching to the grant award or terms of the agreement.

GLOSSARY

‘Agents’ means any third party engaged by the Council to discharge, on its behalf, any function coming within the Council’s scheme management remit.

‘Change in purpose’ means any change that alters the nature of an approved project or adds, removes, or replaces any of the key elements of a project as approved by the Council,

‘Force Majeure Event’ means an event or circumstance or combination of events and/or circumstances not within the reasonable control of the Recipient which has the effect of delaying or preventing that Party from complying with its obligations under this Agreement including but not limited to acts of God, war, out-break of disease, insurrection, riot, civil disturbance, rebellion, acts of terrorism, government regulations, embargoes, explosions, fires, floods, tempests, or failures of supply of electrical power, or public telecommunications equipment or lines, excluding industrial action of whatever nature or cause (strikes, lockouts and similar) occurring at the Recipient’s place of business.

‘Ineligible expenditure’ means expenditure for works and cost of works that have not been approved and/or works not delivered and include any expenditure that occurred prior to the date of this Funding Agreement.

‘Match-funding’ means the balance of expenditure, in addition to the grant, to meet the full cost of the project.

PRINCIPLES FOR MANAGING PUBLIC FUNDS

The Agreement seeks to ensure transparency and accountability in the use of public funds by the Recipient. To this end, the Recipient is required to adhere to the four overarching principles applying to the management of public funds (those funds provided directly or indirectly by the Exchequer), namely *Clarity*, *Governance*, *Value for Money*, and *Fairness*.

To this end, and without prejudice to the Terms of the Agreement, the Recipient shall –

Clarity

1. ensure they understand the purpose and conditions of the funding as set out in the Agreement,
2. use the funding only for the purposes approved by the Council,
3. apply for drawdown of grant aid only when it is required for approved purposes,
4. if unsure, seek clarity from the Council on the use of public funds, governance and accountability,

Governance

5. have appropriate governance arrangements in place to –
 - i. oversee and administer public funds,
 - ii. control and safeguard funds from misuse, misappropriation and fraud,
 - iii. record the source, purpose, amount, use, outputs and outcomes, and balance of public funds on hand,

Value for Money

6. be able to show –
 - i. funds have been used effectively,
 - ii. value for money has been achieved through the use of funds,
 - iii. waste and extravagance has been avoided,

Fairness

7. manage the funds with honesty and integrity,
8. manage the funds in compliance with relevant laws and regulations,
9. procure goods, services and works in a fair, open and transparent manner,
10. act fairly, responsibly and openly in your dealings with the Council and its Agents.

TERMS OF THE AGREEMENT

GRANT AMOUNT AND PURPOSE OF GRANT

1. Grant aid of €XXXXXX is approved by the Council to support the Recipient to **Detail of the project (detailed in Annex 1)**.
2. Grant aid is as set out in the appendix to this funding agreement.
3. The purpose of the grant aid is to fund the project in the Annex 1.
4. Grant aid may only be used by the recipient for the purpose approved.
5. The recipient must request and receive prior written (electronic or hard copy) approval from the Council to –
 - i. change the purpose of the grant aid,
 - or
 - ii. change any of the key elements as approved by the Council, or

- iii. re-allocate grant aid across the key elements of the project.
- 6. The project completion date of **31th October 2025** may only be extended if approved in advance in writing (electronic or hard copy) by the Council.
- 7. An increase in grant aid will not be provided where final project cost is higher than the budgeted project cost approved by the Council.
- 8. The recipient will deliver all key elements of the project as approved by the Council.
- 9. The recipient undertakes to protect the State's investment and will not use it as security for any other activity without the consent of the Council.

GRANT DRAWDOWN BY THE RECIPIENT

Grant drawdown will be made in two stages; 50% once the Form A - Letter of Acceptance and Funding Agreement are returned and the balance to be paid once the project is complete, subject to the terms of the funding agreement being complied with.

10. The final grant payment will only be made when all elements of the project are completed as approved by the Council.

11. The recipient will submit a list of invoices and the associated payments. This should include a declaration that:

- a invoices used to support drawdown of grant aid relate to activities and services appropriate to the grant objectives,
- b certification that the expenditure detailed relates only to the project in question,
- c the amounts invoiced have been paid,
- iv. that invoices have not and will not be used in support of another claim for reimbursement from any other funder(s) (except as provided for in agreed joint-funding arrangements), and
- v. the source of match-funding if relevant

12. Onward payment of grants by the recipient to other recipients shall only be made in respect of costs incurred.

13. On completion of the funded project, the recipient shall submit the following with the final drawdown request –

- a. A list of invoices of invoices and the associated payments

MAINTAINING A WELL-STRUCTURED PROJECT FILE AND ADEQUATE AUDIT TRAIL

14. The recipient must maintain a well-structured project file and adequate audit trail for each project, and, to this end, should at a minimum retain the following for audit, inspection or review by the Council, Department and its Agents:

- i. Original or certified copies of invoices detailing the works carried out, or goods or services provided including any procurement documentation, requests for tenders or quotations, tenders or quotations received,
- ii. Proof of payment including bank statements or relevant printouts from the recipient's financial management system.
- iii. Details of any other contribution from any other public funded scheme.
- iv. Documentary evidence (electronic or hard copy) of match funding received.

REDUCTION, PENALTIES AND RECOVERY OF GRANT

15. The Council may reduce the grant payable or withhold payment where a project or key element of a project is not completed as approved by the Council.

16. The Council may seek to recover grant aid paid where a project or a key element of a project is not completed, or in respect of any ineligible expenditure identified during any audit, inspection or verification check.

17. The recipient will repay any unspent balances to the Council.

18. The recipient may be required to repay some or all of the funding provided where it is identified that a project is delivered in contravention of this Funding Agreement. The Council reserves the right to impose a % penalty on the project for non-compliance with this agreement.

19. The recipient shall inform the Council immediately on discovery of or suspicion of fraud on part of or any person involved with the recipient.

GRANT AIDED ASSETS

20. The recipient shall ensure that all assets funded in whole or in part by the Community Department shall be maintained in good order, repair and condition.

21. The recipient shall not dispose of grant aided assets within a period of six years from date of final payment of grant aid without prior approval of the Council.

22. Assets purchased by the Community Department shall not be hired out, pledged, mortgaged or charged for financial gain without prior approval of the Council.

MONITORING

23. The recipient will provide a progress report to the Council as requested.
24. The progress report will detail at a minimum –
 - i. Project elements completed by the date of the report,
 - ii. Projects elements remaining to be completed and timelines for their completion,
25. Where funding is being provided as part of a co-funding arrangement for a project, the recipient shall provide a declaration to the Council as to the source, amount and purpose of all other funding they receive, and that there will be no duplication of funding for the same project.

EVALUATION

26. The recipient shall collect all relevant data to facilitate assessment of project outcomes and impacts.
27. A case study report including photos to demonstrate the project has been completed must be submitted with the final claim. A template is attached.
28. Galway City Council must be credited on all promotional materials related to the funded project. Any information, signage, or other publicity associated with this project should recognise Galway City Council's support through the use of logos or other written acknowledgments.

Gaeilge/ Bilingual Materials:

Under the Official Languages Act and the Galway City Council Language Scheme, all public-facing communications that are published on behalf of Galway City Council, or placed in or on Galway City Council property/publications, shall be in Irish, or Irish and English - with the Irish of at least equal prominence and written above/before the English.

If unsure, please check with the Galway City Council Irish Officer for guidance before publishing.

INSURANCES AND INDEMNIFICATIONS

29. The Council shall not be liable for any accidents, illnesses or claims arising out of any work grant aided by the Council.
30. The recipient shall retain and shall maintain all insurances adequate and necessary to operate and deliver the project.

TERMINATION OF THE AGREEMENT

31. The Council may suspend or terminate the agreement, giving no less than one-month notice, if it considers the recipient has breached any of the funding principles or terms of the agreement.
32. The recipient may terminate the agreement by giving the Council no less than one month in writing, specifying the reasons for terminating the agreement and repaying all funding to the Council.

33. In the event the agreement is terminated, any grant aid provided, which –

- i. is unspent, or
- ii. has not been spent on the approved project
- iii. has not been used as approved
- iv. breaches any term of the agreement, shall immediately become repayable to the Council

FORCE MAJEURE

34. In the event of any failure, interruption or delay in the performance of the recipient's obligations resulting from any Force Majeure Event, the recipient shall promptly notify the Council in writing specifying:

- i. the nature of the Force Majeure Event, ii. the anticipated delay in the performance of obligations, iii. the action proposed to minimise the impact of the Force Majeure Event,

35. The Council or the Department shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the recipient, provided always that the recipient shall use all reasonable efforts to minimise the effects of the same and shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause.

RECIPIENT'S RIGHT OF APPEAL

36. The recipient may appeal a decision by the Council to –

- i. reduce the amount of grant aid payable to the recipient,
- ii. recover grant aid already paid to the recipient, or
- iii. suspend or terminate the agreement.

37. The recipient must submit any such appeal to the Council within 20 working days of notification of the relevant decision.

WORKS RELATED SERVICES AND CONTRACTS

38. If the project involves works on buildings or lands that are not owned by the recipient, a minimum five-year lease must be in place from the date of final payment of grant aid or commissioning of the project, whichever is longer.

39. If the project involves building, renovation or construction works, the recipient must meet all statutory requirements, including Health & Safety and ensure all necessary planning requirements, permissions and consents are in place prior to commencing those works.

40. The recipient must ensure all relevant assurances are established in respect of tax compliance of contractors and suppliers

41. Only non-recoverable VAT, that is where a recipient is not registered for VAT, is eligible for funding, and written confirmation must be obtained from the Revenue Commissioners and dated no more than three months prior to any expenditure claim.

FREEDOM OF INFORMATION

42. The agreement confers on the Council the right to disclose for the purposes of a request under the Freedom of Information Act 2014 or otherwise, in connection with the funded project(s) –

- i. any information supplied by the recipient to the Council,
- ii. any relevant data gathered by the Council in administering grant aid to the project, except where the information is considered to be personal or commercially sensitive.

THE GENERAL DATA PROTECTION REGULATION (GDPR)

43. The recipient and Council agree that they are subject to the data protection and privacy laws of Ireland and the EU, in particular the Data Protection Act 2018 and Regulation (EU) 2016/679, known as the EU General Data Protection Regulation (“GDPR”).

Annex 1

Group Name Project funded by the Galway City Council under the CAIRDE Grant Scheme

Project	Amount Awarded
	€

ANNEX 2 - ACCEPTANCE OF THE FUNDING AGREEMENT

The recipient hereby declares they agree to all terms and conditions of this Funding Agreement.

Signed for and on behalf of and with the authority of:

A)

SIGNATURE 1	
NAME	
ORGANISATION NAME	
POSITION IN ORGANISATION	
DATE	
WITNESSED BY SIGNATURE 2	
NAME	
ORGANISATION NAME	
POSITION IN ORGANISATION	
DATE	

The Recipient must return a signed copy of this agreement to the Council.

B) GALWAY CITY COUNCIL

SIGNATURE 1	
NAME	
ORGANISATION NAME	Galway City Council
POSITION IN ORGANISATION	
DATE	
WITNESSED BY SIGNATURE 2	
NAME	
ORGANISATION NAME	Galway City Council
POSITION IN ORGANISATION	
DATE	