

**Terms and Conditions for the**

**Adult Literacy for Life Strategy Collaboration and Innovation Fund 2023**

These Terms and Conditions set out the formal relationship between SOLAS and the successful lead applicant organisation under the Adult Literacy for Life (ALL) Collaboration and Innovation Fund 2023. The foundation of the relationship is the provision of funding by SOLAS to the ORGANISATION who has been successful in their application and the provision by the ORGANISATION of project deliverables as contained in their application to the Fund.

**Services**

1. In consideration for receipt of the Funding, the ORGANISATION shall:
   1. Provide the Services or Products as set out in their application submitted under ALL Collaboration and Innovation Fund 2023
   2. Agree to abide by the Terms and Conditions contained herein.
2. Unless otherwise agreed with SOLAS in writing and in advance, the ORGANISATION shall only apply the Funding in accordance with the provisions of the application.
3. At all times, the ORGANISATION shallco-operate with SOLAS in connection with the provision of the proposed project deliverables and shall address and resolve any issue(s) which may impact on them.
4. SOLAS may alter the approved Funding allocation and/or any other obligations arising pursuant to these Terms and Conditions, including as a result of changes in legislation, government or ministerial priorities or policies, prevailing operational circumstances and/or broader political, financial, economic or other related priorities. Where amendments become necessary, SOLAS will, where possible, engage in timely consultation with the ORGANISATION. Such consultation will include consideration of any increase or reduction in effort required to achieve amended targets and any related impact on output requirements.
5. The ORGANISATION **must** comply in all respects with the [DPER 13/2014 circular](https://circulars.gov.ie/pdf/circular/per/2014/13.pdf) ([Guidance Note and Reporting Requirements](https://assets.gov.ie/22813/0262085893084c6fa88ef11c7f4acd0d.pdf) available also) in relation to this funding grant from SOLAS, including in relation to return of unspent monies; to onward grants (details of which must be provided to SOLAS), and reporting obligations in their financial statements.
6. Where funding is being provided as part of a co-funding arrangement, the ORGANISATION is required to provide a declaration of the source, amount and purpose of all other funding received, together with confirmation of no duplication of funding. This declaration should also state if the exchequer funding from all sources is greater than 50% of total income.
7. The ORGANISATION shall ensure that the **Personnel** (including all subcontractors) are qualified and experienced, as necessary and/or appropriate, to provide the Services.
8. The ORGANISATION shall ensure that all funding provided by SOLAS will be expended in a manner compliant with all relevant Health & Safety, Covid-19 and Climate Actions legislation and regulations.

**Representative and Review**

1. The ORGANISATION shall nominate a representative of the ORGANISATION who shall be responsible for liaising with SOLAS regarding the fulfilment of the ORGANISATION’s obligations under these Terms and Conditions.
2. The ORGANISATION representative will be available to meet with SOLAS if required to discuss all relevant matters relating to the provision of the Services.

**On-going Reporting and Other Obligations**

1. The ORGANISATION shall provide SOLAS with a project end report, which much include a Balancing Statement of monies spent. This will be used to recoup any unspent money.
2. The ORGANISATION shall report to SOLAS promptly, where issues of loss or potential loss or in situations where actions related to provision of poor quality of services become apparent and which are funded through the SOLAS grant.
3. The ORGANISATION shall ensure compliance with all statutory, European Union and other obligations that apply, including, if applicable, the Code of Practice for the Governance of State Bodies, the Code of Conduct for ETBs, the Charities Governance Code, etc.

**Records**

1. The ORGANISATION shall establish and maintain a records management system which complies with best practice and securely keep and securely maintain (in such form as SOLAS may reasonably require from time to time) all documents and records including a detailed financial record of all receipts, expenditure and all expenses arising in respect of the funded project under the ALL Collaboration an Innovation Fund 2023. If requested by SOLAS, the ORGANISATION shall promptly provide SOLAS with copies of the Records.
2. If requested by SOLAS, the ORGANISATION shall promptly provide SOLAS with any record (as such term is defined in the Freedom of Information Act 2014) relating to any matter provided for, arising in respect of, or in connection with, these Terms and Conditions.
3. Validation records for education in relation to any training programmes that may be delivered under these Terms and Conditions from Quality and Qualifications Ireland and all other relevant certification bodies shall be both obtained and retained by the ORGANISATION.
4. SOLAS, together with officials from the Department of Further and Higher Education, Research, Innovation and Science and/or from any other government department, the Comptroller and Auditor General's office, the European Commission and the European Court of Auditors, and/or any other body which SOLAS may notify to the ORGANISATION, shall be granted access to any location(s) where records are maintained under these Terms and Conditions to examine all records, financial and otherwise maintained by the ORGANISATION in connection with the Services.
5. The ORGANISATION shall comply with and reply to all requests, notices, orders or otherwise submitted pursuant to these Terms and Conditions relating to the activities funded pursuant to this these Terms and Conditions, provided that such action(s) will not constitute a breach of the ORGANISATION’s statutory obligations. If third party consent is required to permit the ORGANISATION to comply with this condition, the ORGANISATION shall use its best endeavours to obtain the necessary consent from the relevant third party.

**Insurance and Liability**

1. Appropriate insurance policies shall be kept and maintained by the ORGANISATION.
2. SOLAS will not be liable for any injury, loss and/or damage whatsoever or to whomsoever caused by any act, default and/or omission of the ORGANISATION, its servants, agents or the Personnel. The ORGANISATION shall fully indemnify SOLAS and hold SOLAS harmless from and against all and any claims, demands, proceedings, judgments, costs and/or liabilities of whatsoever nature (including legal costs) arising in relation to the Services and/or in respect of any breach of these Terms and Conditions.

**Data Protection**

1. Each party shall comply with its obligations under Applicable Data Protection Legislation.
2. To the extent that a party acts as a Controller ("Disclosing Controller") and provides Personal Data to the other party acting as a Controller ("Recipient Controller"), the parties agree, in accordance with Applicable Data Protection Legislation, that:
   1. the Disclosing Controller shall be responsible for ensuring that it has provided all necessary fair processing information to Data Subjects from whom it obtained such Personal Data; and
   2. the Recipient Controller shall be responsible for ensuring that it provides the necessary fair processing information to such Data Subjects within month of obtaining such Personal Data from the Disclosing Controller; and
   3. each party has taken appropriate steps to legitimise its processing of the Personal Data to enable it to process such Personal Data for the relevant purposes.
3. If and to the extent that one party acts as a Processor of Personal Data for the other party, it is agreed that the parties shall, in accordance with the requirements of Applicable Data Protection Legislation and, in particular Articles 28 and 29 of the GDPR, enter into a data processing agreement in a form prescribed by SOLAS.

**Confidentiality**

1. All information and knowledge acquired by the ORGANISATION, its servants or agents and/or the Personnel during the Funding Term, (save that which is in or comes into the public domain through no fault of either party) shall be treated by the ORGANISATION, its servants or agents and/or the Personnel, as confidential and must not be divulged whether during the Funding Term and/or the Extension Term, as applicable or at any time thereafter, to unauthorised persons or used for gain, profit or any other purpose, save in accordance with any statutory provision or Government directive.

**Dispute Resolution**

1. If there is a disagreement in relation to the Services or any other matter governed by these Terms and Conditions, SOLAS and the Agency covenant to each other that they shall in good faith seek to resolve such disagreement.
2. If the matter fails to be resolved within 14 days each party may refer the matter to a suitably qualified mediator agreed by both parties. If following this, the matter remains unresolved then SOLAS will have sole discretion in determining the outcome.
3. These Terms and Conditions shall in all respects be governed by and construed in accordance with the laws of Ireland and each of the parties submit to the non-exclusive jurisdiction of the Irish Courts for all purposes in connection herewith.

**General**

1. The application of these Terms and Conditions are in place for the full duration of the Adult Literacy for Life Collaboration and Innovation Fund 2023 or until SOLAS decides, at its sole discretion, to replace, amend or terminate them.
2. The ORGANISATION and SOLAS shall execute and do all such documents, acts and things as may reasonably be required to implement the provisions of these Terms and Conditions.
3. The ORGANISATION and SOLAS shall secure that any other necessary party shall execute and do all such documents, acts and things as would be reasonably required to implement the provisions of these Terms and Conditions.
4. If the ORGANISATION fails to adequately observe any of the material terms of these Terms and Conditions or fails to provide some or all of the project deliverables, SOLAS may take action including but not limited to:
   1. Delay in the dispersal of the Funding provided under these Terms and Conditions.
   2. The withholding of all or part of the Funding provided under these Terms and Conditions.
   3. The claw back of all or part of the Funding provided under these Terms and Conditions.
   4. The offset of any element of Funding against any future funding allocation.
5. These Terms and Conditions shall not be deemed to create any partnership or joint venture between the parties in relation to the provision of the Services or otherwise or constitute any party as an agent of another.
6. Each of the provisions these Terms and Conditions are separate and enforceable accordingly and if at any time any provision is adjudged by any court or regulatory authority or agency of competent jurisdiction to be void or unenforceable in whole or in part the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall use their best efforts to achieve the purpose of the void or unenforceable provision (or part thereof) by a new legally valid stipulation.
7. A waiver of any right arising pursuant to these Terms and Conditions shall not be enforceable unless given in writing and signed by the party enjoying that right. A waiver by a party of any breach of a provision of these Terms and Conditions (or the acquiescence of a party in any act (whether of commission or omission) which but for such acquiescence would be a breach of a provision of these Terms and Conditions) shall not constitute a general waiver of any other provision of these Terms and Conditions, or a waiver of any subsequent act contrary thereto.

**Definitions**

1. Save where otherwise defined, the following definitions shall apply to these Terms and Conditions:
   1. “Terms and Conditions”, these Terms and Conditions;
   2. “Business Day”, a day (other than a Saturday, Sunday or public holiday) when banks in Ireland are open for business;
   3. “Funding”, such funding as may be agreed between SOLAS and the ORGANISATION from time to time in respect of the provision of the Services ‘
   4. “Personnel”, the employees of the ORGANISATION or any sub-Contractor that shall perform the Services;
   5. "Applicable Data Protection Legislation" all laws relating to the processing of Personal Data, privacy and security including, without limitation, the EU Data Protection Directive 95/46/EC, the Data Protection Acts 1988 and 2003, the Privacy and Electronic Communications Directive 2009/136/EC and the General Data Protection Regulation (EU) 2016/679 ("GDPR") and, where the context so requires equivalent or replacement legislation of any applicable jurisdiction, delegated legislation of other national data protection legislation, and all other applicable law, regulations and approved codes of conduct, certifications, seals or marks in any relevant jurisdiction relating to the Processing of Personal Data including the opinions, guidance, advice, directions, orders and codes of practice issued or approved by a Supervisory Authority or the Article 29 Working Party or the European Data Protection Board;
   6. "Controller", has the meaning given in Article 4(7) of the GDPR;
   7. "Personal Data", has the meaning given in Article 4(1) of the GDPR;
   8. "Processor", has the meaning given in Article 4(8) of the GDPR;