**NATIONAL LOTTERY APPLICATION FORM 2023**

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| **How do I apply for National Lottery funding?** |
| Before you start, here is the information you need to apply: Details about your organisation  1. The legal name of your organisation 2. Your organisation’s address 3. What type of organisation it is (for example, a registered charity or not-for-profit company) 4. Details of your contact person (name, address, telephone number, email)  We ask for information about your project / what you propose to do with the funding?  1. And how your project, for which you are seeking this HSE National Lottery funding will help your community 2. We want to know about the project costs 3. We also want to know about where your organisation receives its funding 4. We need you to make sure that your application is once-off (excluding respite) and that it has no major on-going revenue implications (e.g. staffing, major capital projects / day to day running costs) 5. Applications funding limits apply - amounts of between €300 and a Maximum of €10,000, per Organisation, per CHO, are available for suitable projects. 6. We also ask you to read and tick our checklist on page 8.   Please note failure to submit ALL required documents on the checklist, with your application form, may result in your application not being accepted.   1. Application form and copies of all the documents we ask for such as quotations which need to accompany the application form should be sent to the relevant Community Healthcare Organisation (CHO) where the proposed project will be delivered. You can find your local CHO and details of the relevant contact person on <https://www2.hse.ie/services/schemes-allowances/lottery-grants/community-healthcare-organisations/> 2. The type of projects we fund: 3. Purchase / replacement of equipment and small fixtures and fittings (e.g. hoists, tables, chairs) 4. Delivery of camps / classes for various groups e.g. People with a disability, disadvantaged groups, older people, mental health service users, etc. 5. Run courses/information events – training, activity programmes, healthy eating, health and wellbeing events. Events for carers.  |  | | --- | | **Need help?**  If you need help completing this form, go to <https://www2.hse.ie/services/schemes-allowances/lottery-grants/national-lottery-grants/> for more information and /or contact details. | |

**Tick if your application is for National Lottery Funding  or Respite Care**

Has your organisation applied for HSE National Lottery Funding in more than one CHO? Yes  No

If Yes, Please list the CHO’s, project name and amount sought: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Has your organisation submitted more than one application to this CHO? Yes  No

If Yes, Please give details of ALL other applications, listing Project name and funding amount sought: \_\_\_\_\_\_\_\_\_\_\_\_\_

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| Section 1: Organisation details | | | | | | | | | | | |
| **Enter the full legal name of your organisation**.  *If you are receiving or have received HSE funding, enter the name you have previously used* | | | | | | | | | | | |
| Name of organisation / group | | |  | | | | | | | | |
| Name of contact / liaison person  for the lottery (include Title: Mr/Ms/Mrs, etc) | | |  | | | | | | | | |
| Position in organisation | | |  | | | | | | | | |
| Address | | |  | | | | | | | | |
| Eircode |  | | | | Telephone | | | | |  | |
| Email |  | | | | Website | | | | |  | |
| What year was your organisation set up? | | | | |  |  | |  |  |  | |
| Enter contact details for the chairperson and secretary | | | | | | | | | | | |
|  | Chairperson | | | | | | Secretary | | | | |
| Name |  | | | | | |  | | | | |
| Address |  | | | | | |  | | | | |
| Phone No. |  | | | | | |  | | | | |
|  | | | | | | | | | | | |
| **Organisation Status / Charitable Status** | | | | | | | | | | | |
| *Please tick all of the following that are relevant to your organisation* | | | | | | | | | | | |
|  | |  | |  | | | | | | | |
| Incorporated Company | | Yes  No | | Registered Company Number: | | | | | | |  |
| Registered Charity | | Yes ☐ No ☐ | | Charities Regulatory (CRA) No: | | | | | | |  |
| Unincorporated Community  Organisation | | Yes ☐ No ☐ | | With a Constitution in place: | | | | | | | Yes ☐ No ☐ |
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**Insurance Details**

**Please tick the box if the organisation will be in a position to comply with the HSE requirements for insurance contained in Section 10.1 of the Grant Aid Agreement as follows:**

The Organisation undertakes to have sufficient insurance coverage in respect of all services or activities it delivers when using the Grant. The extent and adequacy of the insurance cover is a matter for the Organisation and its insurance advisors

# Section 2: Your proposed Project

Please tell us about your project in this section.

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| **2.1** | **Project name for which funding is being sought***.*  *What is the name of the project on which you propose to spend this funding? The project name should be simple and to the point and separate to the name of the organisation for example; Upgrade of Facilities, Social Outing, Purchase of Equipment, Personal /Social Skills Development etc.* | | | | | | | | | |
|  | | | | | | | | | | |
| **2.2** | **Project location**.  *Which county will your project be based in?* | | | | | | | | | |
|  | | | | | | | | | | |
|  | **Where will your project take place?**  *If your project covers more than one county / CHO area, please tell us where most of it will take place* | | | | | | | | | |
|  | | | | | | | | | | |
| **2.3** | **Project Dates (National Lottery projects must be completed by 31 December 2023 and Respite Care projects must be complete by 30 June 2024.)** | | | | | | | | | |
| What is your project start date: | |  |  |  |  |  |  |  |  | Click here to enter a date. |
| What is your project end date: | |  |  |  |  |  |  |  |  | Click here to enter a date. |

**2.4 Project idea**

|  |  |  |  |  |  |  |  |
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| **Tell us about your project for which you are seeking HSE National Lottery Grant Funding.**  *Here are some ideas of what to tell us about your project.*   * *Describe the project and say what it is about* * *What would you like to do* * *Set out exactly what you will spend the money on* * *What difference will your project make / what are the benefits?* * *How will people benefit from your project* * *How will you make sure people know about it* | | | | | | | |
|  | | | | | | | |
| Tell us why this project is needed?  *How does this project meet the needs of your community?* | | | | | | | |
|  | | | | | | | |
| Tell us who will benefit from this project?  *We want to hear more about the people who will benefit from your project.* | | | | | | | |
|  | | | | | | | |
| My project is open to everyone | |  | My project is aimed at a specific group of people | | |  |  |
|  | | | | | | | |
| **What specific group is this project aimed at?**  *What do we mean by projects for specific groups?*(A wheelchair sports club is a place for disabled people to play wheelchair sport. So, this is a project that’s specifically for disabled people. Or a group that aims to empower Romanian women in the community—this group is specifically for people from a particular ethnic background) | | | | | | | |
|  | People from a particular ethnic background | | |  | People of a particular gender | | |
|  | People of a particular age | | |  | People experiencing disabilities | | |
|  | People with a particular religious belief | | |  | Lesbian, gay, or bisexual people | | |
|  | Families | | |  | People with caring responsibilities | | |
| **Other** (Optional)  If this project is for a specific group that's not mentioned above, tell us about it here: | | | | | | | |
|  | | | | | | | |
| How many people will benefit from this project? | | | | |  | | |
| Outline how this project will link with community organisations, state agencies or other groups? | | | | | | | |
|  | | | | | | | |

2.5 Project costs

|  |  |  |  |
| --- | --- | --- | --- |
| **What is the total cost of the project** | **€** |  |  |
| **How much are you contributing to your project** | **€** |  |  |
| **How much funding do you need for your project** | **€** |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **List the costs you would like us to fund** (Quotations must be submitted for all costs listed here and must equal the total funding requested) | | | | | |
| *No.* | *Item Description* |  | *No.* | *Item Description* | |
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| **Tell us how your project represents value for money?** | | | | | |
|  | | | | | |
| **If the total cost of the project is more than the funding you have requested from us, tell us where the rest of the funding is coming from?** | | | | | |
| *Name of Funder* | | | | | *Amount* |
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# Section 3: Overview of your organisation

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| **Overview of your organisation** |
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| **What is your organisation’s mission statement?** |
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| **What are your organisation’s objectives?** |
|  |
| **List your organisation’s current activities** |
|  |
| **What group(s) of people benefit from your organisation’s activities?** |
|  |

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| --- | --- | --- | --- | --- | --- |
| **Enter the current number of workers involved in your organisation** | | | | | |
| Paid full-time | Paid part-time | Volunteers | Community Employment / Other | Others | Total |
|  |  |  |  |  |  |

# Section 4: Other funding

**Does your organisation have other current funding arrangements with the HSE?** Yes  No

€

**Enter the amount you expect to receive in 2023**

**Have you applied for or received any funding from the HSE or other state agency/public body**

**in the past 3 years?** Yes  No

*(If yes, please set out details, including details as to any unsuccessful applications)*

|  |  |  |  |
| --- | --- | --- | --- |
| Source of Funding (i.e. HSE, Other public source or private) | Amount | Purpose | Successful/Unsuccessful |
|  |  |  |  |
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# Declaration

Confirmation and Execution

(To be completed by Chairperson, Hon. Treasurer of Organisation/Group)

**On behalf of**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ wish to apply for a HSE National Lottery grant towards the project named above and I declare, that all the information given in this form is true and complete to the best of my knowledge and belief.

I confirm that I am authorised to make this application and to sign this Agreement

I understand that by signing this Agreement I am committing the Organisation to comply with the terms and conditions as set out in the Grant Aid Agreement. (Appendix 1) .

I accept and agree on behalf of the Organisation to the terms & conditions, which I have read (Appendix 1), and affirm that the Organisation is duly authorised to enter into and perform this Agreement.

If successful, I confirm that the organisation will comply with the terms & conditions, which I have read (Appendix 1), of the Grant Aid Agreement and will additionally undertake that upon completion of this project/service (named above), copies of all receipts along with a statement of completion will be forwarded to the Executive signed by the CEO or Chairperson of the Board stating that a 2023 National Lottery Grant awarded in respect of this project/service was used for the stated purposes intended.

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Chairperson**

**Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Treasurer**

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| **Note: Signing this declaration does not guarantee your application will be successful. All applications are subject to our adjudication process. We will notify you if your application is successful.** |

# National Lottery application form: checklist

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| --- | --- |
| **Place a tick in the boxes below to confirm that you have included the correct documents** | **Tick** |
| Chairperson’s Statement containing a completion statement for any 2022 National Lottery Grant(s) received, if not already submitted  (i.e. a statement signed by the CEO or Chairperson of the Board stating that any National Lottery Grant(s) awarded in 2022 was/were used for the stated purpose intended |  |
| Insurance declaration ticked |  |
| Declaration signed and dated |  |
| Copies of Quotations for this project must be attached to this application form |  |
| Fully completed and signed NFD form (i.e. Banking Details Vendor Form) must be attached. Electronic signatures are not acceptable on the NFD Form – Page 9 |  |
| Read the Grant Aid Agreement in full  Grant Aid Agreement SIGNED (page 17) of this application which outlines in full the terms and conditions attached to the HSE National Lottery Grant. |  |
| Previous year accounts certified by the Chairperson of the Organisation. |  |
| Confirmation that your organisation has a written constitutional document\*  While you are not required to submit your constitution with this application it may be requested at any stage of the process.  Note: It is a requirement that your organisation has a written document outlining the aims and objectives, organisational structures, etc. Guidance is available on <https://www.hse.ie/eng/services/publications/non-statutory-sector/explanatory-guides.html> |  |
| Organisations successful in their lottery applications are required to comply with the Terms & Conditions of the Grant Aid Agreement as outlined in the Declaration, and by signing this application / Grant Aid Agreement have committed to do so |  |

**Please send your completed form and ALL required documents, in an envelope marked ‘HSE National Lottery Application 2023 to the relevant CHO office where the proposed project will take place. Details of CHO office can be found on** <https://www2.hse.ie/services/schemes-allowances/lottery-grants/community-healthcare-organisations/>

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| **HSE – FINANCE SHARED SERVICES** | | **PAYMENT SERVICES CREATE VENDOR 󠆐󠆐 CHANGE VENDOR 󠆐󠆐 (Please tick whichever is applicable)**  **FOR COMPLETION BY VENDOR**  **(PLEASE PRINT)** | | | | | | |
| **Name/Trading Name** |  | | | | | | |
| **Address line 1** |  | | | | | | |
| **Address line 2** |  | | | | | | |
| **Address line 3** |  | | | | | | |
| **Eircode/Post Code** |  | | **Country** | |  | | |
| **Contact Name** |  | | **Contact Tel No.** | |  | | |
| **Mobile Tel No.** |  | **HSE/CFA Employee No.** | | | |  | | |
|  | | | | | | | *(if employed by HSE or CFA)* |
| **E-mail Address** |  | |  |  | | | |
|  | *\*1Remittance E-mail* | | | *\*2 Purchase Order E-mail (if applicable)* | | | |
| ***\*1 Remittance advice will be sent to this e-mail account.***  ***\*2 Please note only one PO email address is permitted per vendor. The obligation lies with the vendor to distribute POs within their own organisation. Ideally each vendor would have a group e-mail address so that everyone with access to that group can process the PO.*** | | | | | | | |

**BANK DETAILS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Country** |  | **Order Currency** | |  |
| **BIC or SWIFT** |  | **IBAN** |  | |
| **Account Name** |  | | | |
| **Bank Name** |  | | | |
| **Bank Address** |  | | | |

**TAX INFORMATION** (Mandatory except for Allowance Recipients)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Tax Reference No** | |  | | **Tax Ref No Type:**  **Income Tax (IT)**  **Corporation Tax(CT)** | **VAT Number:** | |  |
| **(Please tick the relevant box to indicate if the Tax Reference No. provided is an Income Tax (IT) or Corporation Tax (CT) registration number)** | | | |  | | |
| **Charity no:** |  | |  | | **Other:** |  | |
|  | (If applicable) | |  | |  | | |

***Payments to vendors with a value in excess of €10,000.00 in a 12 month period MUST provide proof of tax clearance otherwise payments cannot be made. Full details are available on*** [***www.revenue.ie***](http://www.revenue.ie)***.***

***Charities registered in the Republic of Ireland should state their Charity Number in the Charity No field above.***

**I certify that the details given above are correct and I understand that payments in respect of goods, work or services supplied, payments in respect of a grant or any other payment will be made to the account nominated above.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Signed** |  | **Print Name & Title** |  | **Date** |  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **FOR USE IN PAYMENT SERVICES ONLY** | | | | | | |
| Vendor No: |  | | Setup/Updated By: |  | Date: |  |
| Company Code/Agency: | |  | Authorised By: |  | Date: |  |

**Appendix 1**

**Grant Aid Agreement Terms and Conditions**

*The HSE will not accept any changes to the Terms and Conditions of the Grant Aid Agreement which is a national standard and by signing this agreement you are signing up to the national standard terms and conditions.*

1. **Introduction**
   1. This agreement (including the Schedule(s) hereto) sets out the basis on which the Health Service Executive will provide a grant to (the “**Organisation**”) for the purposes set out in the attached Schedule (s).
   2. This agreement contains the terms and conditions which apply to any grant the Health Service Executive makes to voluntary and community agencies/organisations and any other organisations receiving funding under Section 39 of the Health Act 2004. Agencies/organisations awarded a grant by the Health Service Executive on the basis of a grant aid application must accept and agree to these terms and conditions before any grant is paid.
   3. In this agreement, the ‘Executive’ means the Health Service Executive, the “Organisation” means the agency/organisation being offered grant aid, ‘Grant’ refers to the grant aid funding provided by the Executive under clause 2.3 of this Agreement and ‘Participant’ means a person who participates in the activities or is in receipt of services provided by the Organisation.
   4. The person who signs this agreement on behalf of the Organisation must be authorised to do so and will usually be either the chair of its governing body, or a senior officer/staff member delegated with authority to so do.
   5. At any time, if the Organisation fails to meet these terms and conditions, or cannot satisfy the Executive that it is meeting them, the Executive may revoke, suspend or cancel the Organisation’s Grant. The Organisation may also be liable to repay all or any portion of the Grant already paid.
2. **About the Grant** 
   1. The grant approved under the terms of this agreement is in respect of the period commencing on and ending on .
   2. The Organisation shall not commit to spending any of the Grant before the Executive confirms in writing to the Organisation that payment of the Grant has been agreed.
   3. Subject to the terms and conditions set out in this Agreement, the Executive shall pay a grant to the Organisation in accordance with the payment details as set out in Clause 10 and the Schedule (s).
   4. The Organisation must only use the Grant for the purpose set out in the attached Schedule (s) unless prior written permission to do otherwise is received from the Executive.
   5. The Executive may fund all or a part of the grant aid application and may at its discretion, attach additional special conditions to ensure the Grant is used for the purposes intended. Any such special conditions will be set out in Clause 11 and the Schedule (s) of this document.
   6. The Organisation must not use the Grant for any of the following:
      * 1. to directly support or promote any political party or in connection with any activities that could reasonably be viewed as supporting or promoting a political party;
        2. campaigns whose primary purpose is to obtain changes in the law or related Government policies, or campaigns whose primary purpose is to persuade people to adopt a particular view on a question of law or public policy, or which is in conflict (as determined by the Executive) with the stated policy of the Executive; (This subsection is not intended to affect the Organisation’s right to utilise other sources of funding to raise awareness of issues or to run campaigns on issues of public policy directly related to the Organisation’s work); or
        3. activities designed to promote religion, or for the provision of activities or services which cannot be availed of without participation in religious activities.
   7. The Organisation will comply with all applicable laws, policies and procedures of the Executive in its use of the Grant.
   8. In the event of activities funded in whole or in part under this agreement not proceeding or progressing to the satisfaction of, or within the time scale agreed with, the Executive, the Executive retains the right to seek repayment of (and the Organisation shall repay) such full or proportionate amount of the Grant as the Executive may determine.
   9. The Executive shall not be liable for any expenditure in excess of the Grant amount.
   10. The Organisation will comply with the legislative provisions regarding protected disclosures of information set out in Part 9A of the Health Act 2004 (as amended by the Health Act 2007) and with any procedures of the Executive established pursuant to section 55H of that Act.
3. **Governance requirements general** 
   1. The Organisation must have a governing document (e.g. rules, constitution, memorandum and articles etc.) and must adhere to the terms of that governing document. The Organisation must supply a copy of the governing documents to the Executive upon request and inform the Executive in advance of any proposed changes to the governing document and in particular of any changes to the aims or purposes or membership rules of the Organisation and of any payments to members of the Organisation or its governing body. The Executive reserve the right to withdraw or reduce the Grant in the event of any material changes to the nature, activities or management of the Organisation.
   2. The Organisation will hold regular meetings of its governing body (the management committee, board or executive) and keep accurate records of these meetings. The Organisation will adhere to the arrangements for appointment, election or selection of its governing body specified in its governing document.
   3. The Organisation must avoid 'conflicts of interest'. The Organisation, its governing body, members and employees must not use their position or influence to gain advantage for themselves or others in respect of or arising out of the services provided pursuant to this Agreement.
   4. The Organisation will notify the Executive where there is a change in the officers or management of the Organisation (e.g. chairperson, treasurer or secretary) or to the Organisation’s external financial auditors (where applicable).
   5. The Organisation shall maintain clear policies and procedures for the protection and safeguarding the welfare, of children, young people and adults at risk of abuse and shall comply with all legal requirements and national guidelines in respect of child protection, protection of adults at risk of abuse and reporting of actual or suspected abuse. The Organisation is responsible for the monitoring and suitability of all staff, employees and volunteers and undertakes to ensure that persons with access to children or adults at risk of abuse in the course of their activities are adequately vetted (including clearance by the Garda Síochána or equivalent criminal background checks, where appropriate). The Organisation will provide evidence to the Executive of its compliance with this Clause upon request.
   6. The Organisation shall ensure that participants in any of their Organisation’s activities are aware of their right to be free from abuse (mental, physical, emotional, sexual and financial). The Organisation shall also establish and maintain a formal protection from abuse policy and complaints procedure that is accessible to all participants / advocates and carers.
   7. The Organisation shall promptly take all necessary steps to fully investigate any allegation by any person of inappropriate or illegal behaviour by any employee, officer, volunteer or agent of the Organisation in respect of a participant.
   8. In the event of any employee, officer, volunteer or agent of the Organisation having behaved illegally, wrongfully or inappropriately or in breach of the Organisation’s applicable policies and procedures, whether by act or omission, in respect of a participant or the Organisation becoming aware of any allegation or complaint that any such person has behaved in such a manner in respect of a participant, the Organisation shall take all necessary actions (including disciplinary action if appropriate) in respect of such person to ensure safety and protection of the participant and participants generally and report the matter to all relevant authorities.
   9. The Organisation is in receipt of public exchequer funding in the form of this grant and must comply with the statement of principles outlined in the Department of Public Expenditure and Reform circular 13/2014 Management of and Accountability for Grant from Exchequer funding, this is outlined in Appendix 1 attached.
4. **Governance Requirements Financial** 
   1. The Organisation must maintain proper accounting arrangements and systems and practices to assist it with the proper management and administration of its finances. This must include:
      1. Maintaining a bank account in the name of the Organisation (with appropriate bank mandates) to receive the Grant;
      2. Income and expenditure reports for the Organisation’s work (including regular checks or reconciliation by the Organisation against its annual budget);
      3. Regular reporting to the Organisation’s governing body (including the provision of up to date financial and budgetary information on the Organisation);
      4. Arrangements for paying taxes and pensions as appropriate;
      5. Wherever possible, payments will be made by cheque or electronic transfer;
      6. Arrangements for the secure handling and accurate recording of petty cash; and
      7. Adopting appropriate financial procedures relating to cash receipts and income collection.
   2. The Organisation must provide evidence of expenditure in respect of the Grant upon the request of the Executive. The Organisation must retain these records for the period of time required by relevant legislative requirements or for a minimum period of three years, whichever is longer. At the request of the Executive the Organisation will provide the Executive with reasonable access to accounts, data, and records of all transactions arising out or related to the purpose of the Grant.
   3. The nature of the Organisation’s accounts may vary according to the size and nature of the Organisation and the requirements of its governing documents and the Organisation will ensure that its accounts are examined or audited in accordance with relevant legal, regulatory and accountancy requirements and practices, as appropriate. The Organisation will ensure that the Grant (and expenditure related thereto) is separately identified in its accounts.
   4. **Organisations that receive less than €150,000 in total HSE funding for a calendar year:**
      1. The Organisation must submit a set of annual accounts (which includes an income and expenditure account and a balance sheet, if applicable) to the Executive by the 31st May for periods ending at or prior to 31st December of the prior year. These must be signed and dated by the Organisation’s chairperson, secretary and treasurer and approved by the Organisation’s governing body. It is not necessary to have these accounts independently audited.
   5. **Organisations that receive €150,000 or more in total HSE funding for a calendar year:**
      1. The Organisation must submit annual accounts (including an income and expenditure and a balance sheet). These accounts must be independently audited by a person who is qualified to be appointed as an auditor pursuant to the Companies Act and these audited accounts must be submitted to the Executive by the 31st May for periods ending at or prior to 31st December of the prior year.
      2. Please note that the accounts are required to be audited regardless of exemptions under S358 of the Companies Act 2014.  It should also be noted while organisations may fall within the abridged reporting thresholds of the Companies Act, the accounts to be submitted to the HSE, and filed with the CRO, (where relevant) must be the unabridged version.
   6. Any changes to the Organisation’s bank account details must be notified to the Executive immediately.
   7. The Organisation must seek the advance written approval of the Executive to sell or dispose of any asset or equipment where the Grant has been used to purchase or improve the asset or equipment. The Executive may attach a condition to any such sale or disposal that the Organisation must repay all or part of the Grant used to purchase or improve the asset or equipment. Any condition to repay may be included (in Clause 11) as a special condition of the Grant.
   8. The Organisation will immediately notify the Executive and will ensure that all necessary notifications and actions are undertaken in the event that fraud or misappropriation is suspected or if the Organisation becomes aware of circumstances suggesting fraud or misappropriation within or, in respect of, the Organisation or its activities or arising out of the Grant. The Organisation shall cooperate with any directions of the Executive in this regard.
5. **Governance requirements equality** 
   1. The Organisation undertakes to comply with the Equal Status Acts 2000 to 2015; the Employment Equality Acts 1998 and 2015, the Disability Act 2005, as amended from time to time and all legal obligations in respect of equal opportunities and the Organisation must establish and maintain appropriate structures and systems to ensure it complies with its obligations.
   2. The Organisation will not discriminate on the grounds of gender, civil or family status, age, race, religion, disability, sexual orientation or membership of the Traveller community.
   3. Without prejudice to paragraph 5.1 or 5.2 of this Agreement, the Organisation may target some or all of its activities at specific groups, where its intention is to address discrimination or social exclusion.
6. **Governance requirements Employment Practices** 
   1. The Organisation is responsible for the employment and recruitment of staff and will comply with its statutory employment obligations including obtaining any necessary clearance from the Garda Síochána or equivalent vetting and/or criminal background checks.
   2. For the avoidance of doubt, the Organisation shall be solely responsible for any and all remuneration (including pension arrangements) and making all statutory deductions in respect of its remuneration of employees or staff and remitting such deductions in a timely manner to the relevant authorities. The Executive shall be under no obligation or liability in respect of the Organisation’s staff or employees.
7. **Governance requirements Data Protection and Freedom of information** 
   1. The Organisation shall comply with the Data Protection Acts 1988 and 2003 (the “**DP Acts**”) as amended from time to time; comply with its obligations as a “data controller” under such DP Acts and comply with all rules and policies as may be set out in the Executive’s Codes of Practice in respect of data protection.
   2. The Organisation acknowledges that it may be required pursuant to an enactment, by rule of law or by order of a court (including but not limited to under the Health Acts 1947 to 2010, under sections 8(b), 8(d), 8(e), or 8(f) of the DP Acts or otherwise pursuant to law) and in such circumstances, the Organisation will provide such data to the Executive as soon as possible following a written request from the Executive.
   3. Without prejudice to the foregoing, the Organisation will provide any information as may be reasonably requested by the Executive from time to time. The Organisation shall ensure that it has obtained all consents, authorisations and permissions which are required by law to enable the Organisation to access and disclose any personal data which is sought by the Executive other than pursuant to Clause 7.2 above.
   4. The Organisation will promptly inform the HSE of any actual or suspected breach of security which would give rise to the actual or potential loss, theft, unauthorised release or disclosure of information or any part thereof. In such an event, the Organisation will immediately supply the HSE with all relevant facts surrounding the actual or suspected breach.In the event that the Organisation enters into any communication with the Office of the Data Protection Commissioner (including by way of example, the notification of a breach of the DP Acts), the Organisation will inform the Executive as soon as possible.
   5. The Freedom of Information Act 2014 (as amended from time to time) (the “**Act**”) apply to the Executive. In the event that any information, data or materials held or prepared by the Organisation are required by the Executive pursuant to a request for information under the Act the Organisation will ensure that any such materials are supplied promptly to the Executive for consideration under the Act. The Executive shall have no liability for any disclosure made by it in accordance with the requirements of the Act.
8. **Monitoring and accounting for the activities** 
   1. The Organisation must, if required, be able to demonstrate to the Executive that:
      1. it is carrying out the work funded by the Grant as described in the Schedule (s); and
      2. is providing a quality service.
   2. The Organisation must keep records of any complaints received from users and staff and shall provide reports on any complaints received to the Executive upon request.
   3. The Organisation shall co-operate with any review or reporting arrangements, as may be set out in the Schedule (s).
   4. The Organisation will permit the Executive reasonable access to the Organisation’s premises, personnel and records and shall permit the Executive to carry out inspections of same and observations of the Organisation’s activities and shall cooperate with and respond to queries of the Executive in respect of the Grant, the use of the Grant, validation of expenditure and the Organisation’s activities.
   5. The Executive may make such enquiries, visits or inspections in addition to the normal monitoring arrangements where it has serious concerns about the Organisation or its use of the grant and the Organisation shall comply with any such enquiries, visits or inspections.
   6. The Organisation will acknowledge and quantify the Executive’s Grant in the Organisation’s annual report, in its accounts and in any publicity or other written material produced by or on behalf of the Organisation in relation to the activities funded (wholly or partly) by the Grant.
   7. The Organisation agrees to co-operate with the National Lottery Company and/or the Executive where they may engage in publicity of selected beneficiaries.
   8. At the end of the year, the Chairperson of the Organisation must submit a signed written statement certifying that the Grant was spent for the purposes intended:
      1. If your Organisation is in receipt of exchequer funding from other Agencies/Sources, the Statement must include a report on the amount, source and purpose of all such funding, and a declaration that there is no duplication of funding for the same activity/project.
      2. If funding from the Exchequer exceeds 50% of the total funding for your Organisation this must also be declared within the Statement.
9. **Contacts and Review** 
   1. The Officer(s) nominated by the Executive to deal with the grant is listed in the Schedule (s) detail below.

The Officer(s) nominated by the Organisation to deal with the grant is listed in the Schedule(s) detail below.

* 1. **Dispute Resolution**
  2. Any issues arising for the Organisation in respect of the Grant should be discussed, in the first instance with the Executive’s nominated officer. Any matters which are not resolved at that level should be the subject of a formal letter addressed to the Executive’s nominee as listed in the Schedule (s) detail below:
  3. The Executive accepts that difficulties and disputes within the Organisation are the responsibility of the Organisation’s governing body. However, if such difficulties or disputes are likely to materially affect activities supported by the Grant, the Organisation will notify the Executive and inform it of any corrective action being taken or to be taken by the Organisation.
  4. The Executive reserves the right to review the Grant and/ or the Agreement at any time in particular where the Executive is of opinion that any of the following apply:
     1. The Organisation is failing to meet these terms and conditions;
     2. The Organisation is failing to carry out the activities that the Executive agreed to fund;
     3. The Organisation uses or used the Grant for a purpose that the Executive has not agreed to;
     4. The Organisation provided misleading or inaccurate information during the application process or the term of the Grant Aid agreement;
     5. Any member of the Organisation’s governing body, staff or volunteers has acted or is acting dishonestly, inappropriately or negligently in relation to the Organisation during the term of the agreement; or
     6. The Organisation is at risk of closing down, becoming insolvent, going into liquidation or becoming unable to pay debts as they fall due.
  5. The Executive will give the Organisation reasonable opportunities to respond to any concerns raised in the course of a review. However if it is not possible to reach agreement with the Organisation in respect of the conduct of a review or addressing the findings and/or recommendations of a review, the Executive may decide to terminate the Agreement and cancel the Grant and require the Organisation to make appropriate repayments to the Executive in respect of the Grant. In the event of termination by the Executive, the Executive shall notify the Organisation in writing of the termination of the Agreement and provide details of any requirements to repay the Grant.

1. **Payment and Indemnity**
   1. The Organisation undertakes to have sufficient insurance coverage in respect of all services or activities it delivers when using the Grant. The extent and adequacy of the insurance cover is a matter for the Organisation and its insurance advisers.
   2. The Executive will not be liable in respect of any loss damage claim cost injury or death whatsoever arising out of or in connection with the provision of services or activities by the Organisation whether contemplated by this Agreement or otherwise.
   3. Subject to the conditions set out in the Agreement, and the Schedule(s) hereto, the Executive shall make payment of the Grant to the nominated bank account of the Organisation as set out in the Schedule (s) below.
2. **Special Conditions**

Any special conditions attached to this grant are set out in the Schedule (s) below:

1. **Variation**
   1. This Grant Aid Agreement may be varied in writing (excluding electronic methods of writing) signed by each of the parties. Any request for a change to the Agreement shall be accompanied by a completed Contract Change Note.
   2. The Executive reserves the right to amend this Grant Aid Agreement (including the amount of the Grant) by notice in writing to the Organisation, should there be a change in legislation or an order of the Minister necessitating such amendment or should the Executive be of opinion (in its absolute discretion), in light of budgetary constraints placed on the Executive, that a variation is necessary.
2. **Confirmation and Execution**
   1. I confirm that I am authorised to sign this Agreement on behalf of .
   2. I understand that by signing this Agreement I am committing the Organisation to comply with the terms and conditions as set out in the Agreement, and the Schedule (s).
   3. I accept and agree on behalf of the Organisation to the conditions in this Agreement and affirm that the Organisation is duly authorised to enter into and perform this Agreement.

**Signed on behalf of the Organisation**

Signature: Date: / /

Name (Title):

Contact Number:

**Signed on behalf of the Executive**

Signature: Date: / /

Name (Title):

Contact number:

**Appendix 2**

**Statement of Principles for Grantees issued by the Department of Public Expenditure and Reform in circular 13/2014 Management of and Accountability for Grant from Exchequer funds**

**The Funding provided under this Grant Aid Agreement is Public Exchequer Funding you should**

|  |  |
| --- | --- |
| **Clarity**  Understand the purpose and  conditions of the funding and the  outputs required  Apply funding only for the business  purposes for which they were  provided  Apply for funding drawdown only  when required for business purposes  Seek clarification from the grantor  where necessary – on use of funds,  governance and accountability  arrangements. | **Governance**  *Ensure appropriate governance*  *arrangements are in place for:*  oversight and administration of funding  control and safeguarding of funds from  misuse, misappropriation and fraud  accounting records which can provide, at  any time, reliable financial information  on the purpose, application and balance  remaining of the public funding  Accounting for the amount and source of  the funding, its application and  outputs/outcomes. |
| **Value for Money**  *Be in a position to provide evidence on*  effective use of funds  value achieved in the application of funds  avoidance of waste and extravagance | **Fairness**  Manage public funds with the highest  degree of honesty and integrity  Act in a manner which complies with  relevant laws and obligations (e.g. tax,  minimum wages)  Procure goods and services in a fair and  transparent manner  Act fairly, responsibly and openly in your  dealings with your Grantor |

**Office use only**

**Award Detail – to be completed by the HSE when an application is successful.**

Amount awarded

Additional conditions if relevant (Letter of Undertaking where Lottery Grant is for Asset of Enduring Value)

Specifics in relation to the amount awarded if different than application amount.

**Signed on behalf of the Executive (Nominated Person under Clause 9.1 of Grant Aid Agreement)**

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_