

**Department of Children, Equality, Disability,
Integration and Youth**

**Agreement for the provision of CORE FUNDING in
PROGRAMME YEAR 3 (2024/2025)**

This Funding Agreement between

**(1) The Minister of Children, Equality, Disability,
Integration and Youth**

and

**(2) the named Partner Service logged into the Hive
when completing their Core Funding Application,
(Together the 'Parties').**

1. Background

- 1.1. Core Funding is a payment to Partner Services designed to support quality, sustainability, and enhanced public management, with associated conditions in relation to fee control and cost transparency, incorporating funding for administration and to support the employment of graduate staff.
- 1.2. Partner Services must uphold their contractual obligations as laid out in this Funding Agreement.

2. Term and General Information

- 2.1. The Funding Agreement shall commence on the 1 September 2024, or the date of acceptance by the Partner Service of the terms of the Funding Agreement on the Hive whichever is the later date, and it will expire on 31 August 2025 unless otherwise terminated by either party in accordance with clause 7 and 8 of this Funding Agreement (the “**Term**”). For the avoidance of doubt a Partner Service can only accept the terms of the Funding Agreement on the Hive when their Core Funding Application is submitted and following their review of the terms of the Funding Agreement on the Hive.
- 2.2. This Funding Agreement sets out:
 - 1) Responsibilities and structure of the Funding;
 - 2) Funding levels and duration of the Funding;
 - 3) Review mechanisms; and
 - 4) Reporting, governance and support structures in relation to the Funding.
- 2.3. As the Partner Service is in receipt of public funds from the Department (Department of Children, Equality, Integration and Youth) it is a requirement of the Department of Public Expenditure, NDP Delivery and Reform (DPENDR) Circular 13/2014 Management of and Accountability for Grants from Exchequer Funds – that an agreement is put in place between the Department and Partner Service.
- 2.4. Albeit that it is the intention of the Department that Funding will be provided to Partner Services, the provision of Funding is subject always to Exchequer funding being available and the implementation of relevant policy of the Department and Government in the national interest.
- 2.5. This Funding Agreement, consists of the following two documents, and in the case of conflict of wording, in the following order of priority:
 1. This Funding Agreement; and
 2. The Core Funding Rules document.
- 2.6. The defined terms used in this Funding Agreement are mirrored in the Core Funding Rules Document and these definitions are set out at Schedule 1 of this Funding Agreement.
- 2.7. The Core Funding Rules Document provides more detail on the elements of the application process and on the details about the operation of the conditions upon which Funding is received for the duration of the Funding Agreement. This document complements the Funding Agreement.

3. Eligibility pre requisites when applying for Core Funding and accepting Core Funding.

3.1. It is a pre-condition and eligibility pre-requisite of applying for Core Funding that a Partner Service (which includes Childminders in this instance) must:

- 3.1.1. hold a valid Tusla registration for the Tusla service type provided. A Partner Service (excluding childminders) who provides both Early Learning Care and School Aged Childcare must have a valid Tusla registration for both Tusla service types;
- 3.1.2. be fully on boarded on the Hive and have a Service Profile on the Hive; and
- 3.1.3. have completed the Annual Early Years Sector Profile 2023/2024 in full, or the most recent Annual Early Years Sector Profile on the Hive.

3.2. With specific regard to Childminders, only those Childminders who, in 2024, were registered with Tusla under the Child Care Act 1991 (Early Years Services) Regulations 2016 and the Child Care Act 1991 (Early Years Services) Child Care Act 1991 (Early Years Services) (Registration of School Age Services) Regulations 2018 continue to be eligible to apply for Core Funding for this programme year 2024/2025.

3.3. Prior to accepting the terms of the Funding Agreement on the Hive, the Partner Service must:

- 3.3.1. contract to the ECCE Programme in the 2024/2025 Programme Year; (unless the service is registered with Tusla as a School Age Service only. If this is the case, then ECCE funding will not be applicable (excluding Childminders in this instance));
- 3.3.2. contract to the NCS in the 2024/2025 Programme Year (unless the service is registered with Tusla as a Pre-school Sessional Service only);
- 3.3.3. designate a named bank account to be used in connection with the operation of the Core Funding Scheme and making any necessary arrangements to enable payment of the Grant or any instalment to be transferred to such by electronic transfer as part of its Application;
- 3.3.4. be verified as compliant with all taxation laws in advance of any due payment date;
- 3.3.5. provide a point of contact for the management of the Core Funding Scheme, and notify the Scheme Administrator of any change or alteration to their contact details. For the avoidance of doubt this point of contact must be a Primary Authorised User (PAU); and,
- 3.3.6. complete a Parent Statement for Partner Services, Fee Table and Quality Action Plan Report as detailed in the Core Funding Rules Document.

4. Operation of the Scheme

4.1. Failure to comply with any of the terms of this Funding Agreement and in particular failure to comply with the conditions of Funding listed in this clause 4 below may result in the suspension of the Grant and/or a termination of this Funding Agreement and/or recoupment of the Grant, or parts thereof as set out in clause 7 and 8 of this Funding Agreement.

4.2. Calculation of Funding to be provided to a Partner Service under the Scheme

4.2.1. Core Funding allocations are calculated on a weekly basis. These weekly allocations are aggregated to monthly instalments which are ordinarily paid monthly in advance, spread across the entire Programme Year. Partner Services that are in Core Funding for less than a full Programme Year will be awarded the appropriate number of weekly allocations.

4.2.2. Core Funding grant values will be automatically calculated by the Hive on the basis of the information provided by Partner Services as part of their Core Funding Application.

4.2.3. The Core Funding allocation is made up of the following elements:

- Base Rate (up to a maximum rate);
- Flat Rate for sessional-only services;
- Minimum Base Rate;
- Graduate Lead Educator Premium;
- Graduate Manager Premium

The relevant rates are identified at Schedule 3 of this Funding Agreement and greater detail is provided in the Core Funding Rules Document about this calculation.

4.2.4. Where a Partner Service is eligible for the additional Equal Start funding (please see clause 5 below), the Partner Service will receive an additional payment for Equal Start calculated as the total annual minimum staffed hours required to deliver the services sessions established on the basis of each individual Partner Services Core Funding Application multiplied by an hourly staffing value set by the Department.

4.2.5. Base Rate values will be calculated on the basis of the details set out in the Core Funding Rules Document.

4.2.6. It is a condition of this Funding Agreement that a Partner Service, not including childminders, cannot fall below the minimum base rate or above the maximum base rate allocations set out in the Core Funding Rules document and identified in Schedule 3.

4.2.7. A flat rate allocation will apply to Partner Services registered as sessional only on the Tusla Register of Early Years Services which is set out in the Core Funding Rules document and Schedule 2 of this Funding Agreement.

4.2.8. Graduate Lead Educator and Graduate Manager Premium values will be calculated on the basis of the details set out in Core Funding Rules Document and Schedule 2 of this Funding Agreement.

- 4.2.9. The Partner Service is responsible for keeping the information used for the calculation of the Grant under clause 4 accurate and up to date at all times. The Partner Service agrees that information is subject to verification by the Scheme Administrator or other agent of the Minister in the manner set out a clause 4.5 below.
- 4.2.10. During the term of this Agreement, the Scheme Administrator will require Partner Services to complete a 'Review and Confirm' process, whereby the Partner Service must review their Service Profile and Core Funding Application on the Hive. The details about how and when this might occur are set out in detail in the Core Funding Rules Document.
- 4.2.11. Failure to complete the Review and Confirm process within the deadlines set will result in suspension of payments until such a process has been completed.
- 4.2.12. The Partner Service confirms and agrees that any update to the information used in the calculation of the Grant throughout the Programme Year which shows a reduction in staffed child places in an age group, or the hours of operation or places or the weeks open per year may result in a decrease in the base rate value or any Equal Start funding if applicable, payable to the Partner Service.
- 4.2.13. The Partner Service agrees that an update in respect of Graduate Lead Educators or the Graduate Manager in a service may result in an increase or a decrease to the Graduate Lead Educator Premium or the Graduate Manager Premium values payable to the Partner Service.
- 4.2.14. The Partner Service agrees that the service capacity underpinning the calculation of the Grant, is staffed capacity which is available to parents/guardians.
- 4.2.15. The Partner Service agrees that this staffed capacity being available to parents/guardians is subject to verification by the Scheme Administrator or other agent of the Minister in the manner prescribed below.
- 4.3. **Fee Management, Fee caps, discounts, donations, fees for Additional Services**
- 4.3.1. All clauses in the Fee Management section of this Funding Agreement have primacy over rules on fees in contracts and policy rules for the NCS, CCSP Saver Programme and ECCE, where requirements differ.
- 4.3.2. The Partner Service agrees that Fees Charged to Parents/guardians of children availing of the Services will be in the manner set out in this Funding Agreement and the Core Funding Rules Document.
- 4.3.3. A Fee Cap in relation to the Fees Charged to parents/guardians will apply for Core Funding First Time Partner Services applying to Core Funding for the first time in this 2024/2025 Programme Year in the manner outlined in the Core Funding Rules Document. The Fee Cap proposed will apply in line with the rates listed at Schedule 3.

- 4.3.4. The Fees Charged to parents/guardians for the same services (before the application of subsidies) for the duration of this Funding Agreement will not exceed:
- 4.3.4.1. the Fees Charged to parents/guardians for the same services on 30 September 2021 in a manner outlined in fee rules set out in the Core Funding Rules Document where a Partner Service was in existence on this date; or
 - 4.3.4.2. for New Partner Services that were not in existence on 30 September 2021 and which subsequently joined Core Funding they must adhere to their Fees Charged by them for the same service as set on the date that they signed the first Core Funding Partner Service Funding Agreement. All further references to a 30 September 2021 fee baseline are to be understood as referring to this date of first contracting with Core Funding.
 - 4.3.4.3. for Core Funding First Time Partner Services joining for the first time during this 2024/2025 Programme year they must adhere to Fees Charged as per clause 4.3.4.1 or 4.3.4.2 and their Fees Charged are bound by the Fee Cap outlined in clause 4.3.3.
- 4.3.5. An increased charge of any kind for an existing and unchanged Service Type will be in breach of this Funding Agreement.
- 4.3.6. The Partner Service agrees that anything that had been incorporated as part of the 30 September 2021 Fee Policy cannot now be charged for individually unless there is a proportionate reduction in the original Fee Policy, and the new individual charge is entirely optional to parents/guardians.
- 4.3.7. The Partner Service may create a new Service Type and agrees that the Fees Charged for any new Service Type will be calculated proportionately in the manner detailed in the Core Funding Rules Document. However, any new Services must be genuinely optional for the parent/ guardian.
- 4.3.8. The Partner Service may create an Additional Service and agrees that the Fees Charged for any Additional Service will be calculated in the manner detailed in the Core Funding Rules Document. However, any Additional Services must be genuinely optional for the parent/ guardian.
- 4.3.9. The Partner Service agrees that if the amount of service offered is decreased, the Fee Charged must also decrease by at least the same proportion and in the manner set out the Core Funding Rules Document. Any such decrease in service offering and Fees must occur at the same time.
- 4.3.10. The Partner Service agrees that if the Fee Charged increased, the amount of service offered must also increase, by at least the same proportion and in the manner set out the Core Funding Rules Document and at the same time.
- 4.3.11. The Partner Service agrees all discounts that were available on 30 September 2021 or when the Partner Service first joined Core Funding (whichever is earlier) must remain in place for this Programme Year, provided that they are available for everyone to avail of.

- 4.3.12. A Partner Service may choose to discontinue discounts that applied to individual children on a temporary and/or exceptional basis.
- 4.3.13. For a Core Funding First Time Partner Service that has opened for the first time during the 2024/25 programme year, temporary introductory discounts of up to six months in length may be offered to parents in a manner outlined in the Core Funding Rules Document.
- 4.3.14. While once off or ad hoc fundraising, charitable donations or others are acceptable under the Scheme and do not contravene the terms of this Funding Agreement the Partner Service cannot request such donations from any party, they must be voluntary.
- 4.3.15. The Partner Service agrees that they will neither request nor accept any regular or routine donations, voluntary or otherwise from parents/guardians, in respect of the ELC/SAC services being provided.
- 4.3.16. The Partner Service agrees that it cannot impose fee increases by the introduction of voluntary weekly/monthly/ annual or once-off contribution from Parents/guardians.
- 4.3.17. The Partner Service agrees that all deposits relating to the 2024/2025 Programme Year must be returned to the parent/ guardian once the child's registration is approved on the Hive or within four weeks of the child taking up the place, whichever is sooner.
- 4.3.18. The Partner Service agrees that they will not charge any Non-Refundable Deposits to parents/guardians in the respect of their ELC/SAC service where the parent/guardian takes up the service for which the deposit was paid.
- 4.3.19. The Partner Service must publish their Fee Policy, using a standard template specified by the Scheme Administrator and/or the Minister on the Hive. The Fee Policy must be displayed at all times in an area accessible to parents/guardians as well as on any online platform maintained by the Partner Service for the purpose of advertising its service or providing information to parents/guardians and circulated to all parents/ guardians by email. The Fee Policy will be provided as part of the "Parent Statement" (see clause 4.6.16 below). The Partner Service agrees to allow the Scheme Administrator to publish their Fee Policy online and in any other form, and to publish this data and use the data in aggregate form for the purpose of reporting on fees.
- 4.3.20. The Partner Service is responsible for guaranteeing the accuracy of and retention of the record sources related to fees for this Programme Year and since Core Funding began in 2022. Partner Services must retain any and all documents that supports Fees Charged to parents/guardians and information on Fee Policies shared with parents/guardians for the 2021/22 through 2024/25 programme years. In addition, the Partner Service is responsible for guaranteeing the accuracy of and retention of the following documentation related to fees:
- Parent Statement for Partner Service;
 - Fees Tables and Lists both current and past for all Core Funding Programme Years;
 - Parents Agreement Letters for NCS and CCSP for the 2021/22 through

- 2024/25 programme years; and
 - Evidence of fees charged to parents/guardians for the 2021/22 through 2024/25 programme years.
- 4.3.21. Any changes to a service's Fee Policy, subject to the allowable changes under the Funding Agreement, must be reflected in an updated Parent Statement, provided to the Scheme Administrator and circulated to parents/guardians via email no later than four weeks after the change is made.
- 4.3.22. Separate to any review process detailed below, the Minister has the discretion to grant exemptions from the conditions under clause 4.3 above of this Funding Agreement, under exceptional circumstances. Obtaining written approval of an exemption from the Minister or agent of the Minister is the only circumstance in which a Partner Service may be permitted to increase their fees without also proportionately increasing the level of provision.
- 4.3.23. When carrying out any number of assessments for this exemption the Minister will endeavor to do so within the 2024/2025 Programme Year.
- 4.3.24. When exercising their discretion outlined at clause 4.3.22 above the following four criteria will be relevant and the Partner Service must meet all of these criteria in order to be assessed:
- The Partner Service must have submitted their 2022/23 financial returns, where the Partner Service was in Core Funding for any part of the first year of Core Funding;
 - The Partner Services must have submitted their 2024/25 Partner Service fee table on the Hive and confirmed the accuracy of the information contained in this through the submission of their 2024/2025 Partner Service Parent Statement;
 - The Partner Services must have accepted the terms of the activated a Funding Agreement for Core Funding 2024/25 on the Hive; and,
 - A minimum of one of the fee entries must be below the thresholds as determined by the Department and shared on the Hive.

4.4. **Fee queries and formal Fee Review Process**

- 4.4.1. Any and all general queries on Fees will be dealt with by the Partner Service's local City/County Childcare Committee (CCC). This is separate and distinct from the Fee Review Process referred to below.
- 4.4.2. It is a condition of Funding that the Partner Services agrees and understands that any issues and/or complaints in relation to potential breaches to the Fee Management conditions set out above at clause 4.3 and in greater detail in the Core Funding Rules Document by a Partner Service will be dealt with by way of the separate Fee Review Process, details of this process will be published on the Hive by the Scheme Administrator.
- 4.4.3. Decisions on whether the Fee Management conditions of this Funding Agreement above have been contravened will be determined through the Fee Review Process.
- 4.4.4. Following the determination of the Fee Review Process, the Department will require that a Partner Service provide a Declaration to demonstrate its compliance with the

outcome of the Fee Review Process within 60 days of receiving written instruction from the Minister or Scheme Administrator.

4.5. Department right of Verification.

- 4.5.1. The Scheme Administrator may verify the Partner Service's Tusla registration and staff qualifications as described in the Core Funding Rules Document. Funding may be withheld until such initial verification is complete.
- 4.5.2. Verification by the Scheme Administrator may also be triggered by an Application change during a Programme Year. This is detailed in Section 5 of the Core Funding Rules document.
- 4.5.3. The Department and the Scheme Administrator have the right to request information and verify information from the Partner Service to ensure compliance with the terms of Core Funding set out in this Funding Agreement and the Core Funding Rules Document and where applicable to a Partner Service the Equal Start rules document at any stage during the Term of this Funding Agreement.
- 4.5.4. In order to assist the Department and Scheme Administrator during the Term of this Agreement, the Partner Service shall maintain appropriate records to enable verification by the Department or agents acting on its behalf that the general terms of this Funding Agreement and the detail of the Rules document are complied with. This includes appropriate records to enable verification of all data provided by the Partner Service under this Funding Agreement. In particular, such records will include a staffing register which clearly shows the dates, times and durations of each staff member working in each session. Records of fee income should be kept up to date and available for verification purposes.
- 4.5.5. The Partner Service must retain the documents relating to its Fees policy as outlined in this Funding Agreement and as detailed in the Core Funding Rules document and must be able to provide and produce these for inspection at the request of the Scheme Administrator or Department.

4.6. General conditions of Scheme operation

- 4.6.1. It is a condition of funding that, all obligations identified in this Funding Agreement and in the Core Funding Rules document are complied with for the duration of the Term.
- 4.6.2. Notwithstanding the generality of clause 4.6.1 above, the Funding provided shall be used to offset the costs to the Partner Service arising from the eligible areas of expenditure as set out in Schedule 5.
- 4.6.3. The Partner Service shall comply with all requests and directions of the Minister and Scheme Administrator, or representatives or agents of the Minister or Scheme Administrator, relating directly or indirectly to the Grant paid under the Scheme.
- 4.6.4. The Partner Service must comply with all relevant legal and regulatory obligations. References to any statute, enactment, order, regulation or other legislative instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended, unless specifically indicated otherwise

including but not limited to Childcare Act 1991 and Regulations made under the Child Care Act 1991, Child and Family Agency Act 2013, Children First Act 2015, Equal Status Acts 2000-2015, Data Protection Laws.

- 4.6.5. The Partner Service shall obtain and take all necessary steps to maintain in full force and effect all necessary consents, approvals, authorisations, licenses and permissions which are required to enable it to comply with its obligations under this Funding Agreement, including but not limited to being verified as compliant with all taxation laws by the Minister and/or the Scheme Administrator, and evidence of the relevant qualifications held by persons delivering the Tusla service types as required under the 2016 Regulations and the 2018 Regulations.
- 4.6.6. The Partner Service shall undertake all reasonable and appropriate checks on individuals employed by or otherwise involved with the Partner Service in relation directly or indirectly to the operation of the Scheme to determine their suitability, including any regulatory or statutory requirements regarding Garda vetting, including but not limited to the provisions of the National Vetting Bureau (Children and Vulnerable Persons) Act 2012.
- 4.6.7. The Partner Service and its employees are not and shall in no circumstances hold themselves out as being the servants or agents of the Minister.
- 4.6.8. The Partner Service and its employees are not and shall in no circumstances hold themselves out as being authorised to enter into any contract on behalf of the Minister or in any other way to bind the Minister to the performance, variation, release or discharge of any obligation.
- 4.6.9. Nothing in this Funding Agreement shall be construed so as to imply or have the effect of the granting by the Minister of any warranty or assurance whatsoever to the Partner Service or to any third party whomsoever as to:
 - (i) whether or not the ELC and/or SAC service operated by the Partner Service is of a standard that adequately meets the stated aims and objectives of the Scheme;
 - (ii) the competency of the Partner Service, its staff or agents; or
 - (iii) the stability of any structure, soundness of any materials used or the adequacy of its purpose of any buildings or facility.
- 4.6.10. The Partner Service agrees to have a minimum of one child registered for each hour of each session in their service.
- 4.6.11. All information about a Partner Service and its service's profile together with the relevant information about their Application on the Hive must be kept up to date throughout the Programme Year. Failure to update the information may result in their Core Funding allocation being placed on hold or terminated in the manner set out at clause 7 and 8 below.
- 4.6.12. The Partner Service must offer ECCE to all eligible children within its service where it provides such a service.
- 4.6.13. The Partner Service must offer the NCS (including income assessed, universal and

in particular “sponsor” NCS arrangements) to all children up to the age of 15 within its service where it provides an ELC and/or SAC service to eligible children.

- 4.6.14. Where a parent/guardian chooses not to avail of ECCE and/or NCS, the Partner Service must retain and provide proof if requested of having offered the parent/guardian the option to avail of ECCE and/or NCS and a record of their wish not to do so using the opt out form contained at Schedule 4 of this Funding Agreement. These records may be requested by the Scheme Administrator or other agent of the Minister. For the avoidance of doubt, it will be a matter for the Minister and/or Scheme Administrator to decide whether a clear justification exists for the Partner Service not having registered children on ECCE and/or NCS. In the event that the Minister or Scheme Administrator decides that no justification exists then Partner Service will be required to register eligible children within its service within 30 days or withdraw from the Funding Agreement 30 days after notice of the Minister/Scheme Administrator’s decision.
- 4.6.15. The Partner Service must complete a Parent Statement for Partner Services on the Hive in a similar manner to their Application.
- 4.6.16. The Partner Service must publish and distribute to parents/guardians a “Parent Statement” using the standard template provided specified by the Scheme Administrator, and/or the Minister and, on the Hive. The Parent Statement for Partner Services must be displayed at all times in an area accessible to parents/guardians as well as on any online platform maintained by the Partner Service for the purpose of advertising its service or providing information to parents/guardians. The Parent Statement for Partner Services must be provided to parents/guardians via e-mail no later than 4 weeks after signing this Funding Agreement, or no later than 4 weeks after their child starting the service, whichever is the later. The Partner Service agrees to allow the Minister or Scheme Administrator to publish its Parent Statement for Partner Services.
- 4.6.17. The Partner Service agrees to display and make clearly visible and available to parents/guardians any publicity materials provided by the Department/Scheme Administrator in respect of the Scheme including but not limited to printed materials and electronic material.
- 4.6.18. The Partner Service agrees that analysis of Core Funding data and all other types of reports may be published on an aggregate and unidentifiable basis by the Department and/or Scheme Administrator.
- 4.6.19. The Partner Service understands and agrees that their participation in the Scheme may be published through the websites of the Department and/or the Scheme Administrator, including the name of the service, the address of the service, the Grant value, and the committed capacity and operational details (hours/weeks etc.) of the service, using the information provided through the Service Profile and the Core Funding Application provided by the Partner Service on the Hive. The Minister reserves the right to publish any other funding received by the Partner Service from the Department for the provision of ELC/SAC.
- 4.6.20. The ELC service provided by the Partner Service to children from birth to 6 years old must adhere to the principles of Síolta, the Quality Framework (www.siolta.ie), and Aistear, the ‘Early Childhood Curriculum Framework’ (www.ncca.ie). The Partner Service may be supported in meeting this requirement through the

assistance of agents of the Minister. The Partner Service must facilitate visits and advice from agents of the Minister in this regard.

- 4.6.21. The SAC service provided by the Partner Service to children over 4 years old and who are attending school must adhere to the principles of the National Quality Guidelines for School Age Childcare Services. The Partner Service must facilitate visits and advice from agents of the Minister in this regard.
- 4.6.22. The Partner Service must maintain for the duration of this Funding Agreement, any and all necessary employer's liability insurance and public liability insurance adequate and necessary to operate and deliver the service, to operate its business and cover all liabilities of the Partner Service arising in relation to the Partner Service pursuant to this Funding Agreement.
- 4.6.23. The Partner Services agrees that the Minister shall have no liability in respect of any actions, losses, proceedings and costs, claims, demands, damages, expenses and/or liabilities whatsoever, arising directly or indirectly, as a result of any negligence, act or omission, any breach of this Funding Agreement, breach of Statutory duty, Insolvency, recklessness, bad faith or willful default, of the Partner Service, its employees, servants or agents in connection with the early learning and care service or any breach of this Agreement and the Partner Service shall indemnify the Minister in regard to any such actions.
- 4.6.24. The Partner Service agrees that it will provide details (Privacy Notice or other means) to all current and future staff and personnel regarding how the Partner Service and Scheme Administrator and/or the Department will make use of personal data in order to verify and understand the Funding to be provided by the Partner Service about its staff and/ their qualifications as part of the Scheme Application process through the Hive. More detail about the personal data collected and processed is dealt with at clause 11 below.
- 4.6.25. The Partner Service shall comply with and implement any new policies, guidelines and/or programme governance protocols in relation to the Scheme as may be issued by the Minister from time to time. The Minister and/or the Scheme Administrator and/or the City/ County Childcare Committees shall notify the Partner Service of any such new policies, guidelines and/or programme governance protocols via the Hive. It is the responsibility of the Partner Service to access the Hive on a regular basis, to ensure they are aware of any new changes made to such policies, guidelines and/or programme governance protocols.
- 4.6.26. The Partner Service agrees and confirms that as a condition of this Scheme, in accordance with the provisions of this Funding Agreement the Minister or Scheme Administrator may withhold and/or recoup Funding under this Scheme where the Partner Service has been sanctioned for persistent non-rectification of non-compliant outcome(s) following a compliance inspection (any programme) and/or failing to engage with the supports provided under ECCE, CCSP and NCS. Partner Services should consult with the provisions outlined in the ECCE, CCSP and NCS Funding Agreements.

5. Equal Start

- 5.1. Partner Services who are selected for Equal Start priority designation will receive additional funding through the Equal Start stream. Partner Services should note that there is no additional application process for Equal Start. Once selected for Equal Start by the Department, and when a Partner Service is contracted for Core Funding, the Partner Service must comply with all of the rules of Equal Start. Equal Start is a separate and distinct funding stream to Core Funding. If a Partner Service does not wish to participate in Equal Start they must opt-out of the scheme by notifying the Department by letter or email using the template provided by the Department in Schedule 7.
- 5.2. By accepting the Terms of this Funding Agreement through the Hive and where the Partner Services has not opted out of Equal Start priority designation by notifying the Department agrees to abide by the rules of Equal Start which the Department will publish.
- 5.3. Where a Partner Service receives Equal Start funding it must complete a Tackling Disadvantage Plan provided by the Department and their agents.
- 5.4. The Minister reserves the right to publish the list of Partner Services receiving Equal Start funding and the amount of funding they received.

6. Reporting Requirements, Governance obligations, Retention of Records, Audit & Inspection.

- 6.1. As a condition of receiving Funding under this Funding Agreement, the following reports and documents must be provided by the Partner Service in the manner outlined in the Core Funding Rules Document, through the Hive and/or any other platform as required:
 - 6.1.1. copy of the Partner Service's Parent Statement in a format to be provided by the Scheme Administrator and/or the Department; and
 - 6.1.2. a quality action plan and report as outlined in the Core Funding Rules Document using tools provided by the Department and their agents.
- 6.2. As a condition of receiving Funding under this Funding Agreement Partner Services must provide the following financial reports prepared using the nominal codes in the chart of accounts developed by the Department and published on the Hive. All reports must be uploaded to Contractual Requirements Reporting System (CFCRRS) [cfcrs.ie].
 - 6.2.1. for 2023/24 Programme Year an Income and Expenditure Template is required.
 - 6.2.2. for 2024/25 Programme Year a full Trial Balance is required.
- 6.3. All financial reports sought by clause 6.2 above must be provided to the Department by being uploaded to CFCRRS no later than 6 months after the end of the given Programme year.
- 6.4. All financial reports submitted to the Department must be validated and submitted by a Registered Accountant.
- 6.5. Any Partner Service who participated in Core Funding 2023/2024 (Programme Year 2) must submit their completed financial returns within 6 months

from the end of the Programme Year 2023/2024. Failure to do so may mean the withholding of Funding until the action is remedied or claw back of Funding.

- 6.6. Partner Services agree that receipt of the Grant is conditional upon the provision of all reports as set out in this clause and further detailed in the Core Funding Rules Document regardless of whether those reports may fall due after receipt of the final Grant payment in any given Programme Year. Failure to provide all of these reports in full may result in a recouplement of Grant funds in accordance with clause 7 of this Funding Agreement. For the avoidance of doubt all reports remain due even where a Partner Service chooses not to re-join Core Funding in a subsequent Programme Year or where a Partner Service withdraws from Core Funding or where the Funding Agreement is terminated with clause 8 of this Funding Agreement.
- 6.7. The Partner Service shall comply with the provisions of the Department of Public Expenditure, NDP Delivery and Reform Circular 13/2014 Management of and Accountability for Grants from Exchequer Funds. In particular, the Partner Service shall separately account for public funds received and ensure that appropriate financials records to ensure compliance with the requirements in respect of the Funding set out in the Department of Public Expenditure, NDP Delivery and Reform Circular 13/2014.
- 6.8. The Partner Service shall within its accounting records separately record all monies received from the Scheme Administrator relating directly or indirectly to the operation of the Scheme.
- 6.9. The Partner Service shall ensure that all financial records relating to monies received in relation to the operation of the Scheme are available to the Scheme Administrator or Minister on request. All financial records, and other records and reports required by this Funding Agreement, must be retained for a period of 6 years after the end of the year to which they relate.
- 6.10. The Partner Service shall maintain appropriate financial accounts for each financial year in accordance with the timescales set out by the Companies Registration Office (for limited companies), or by the Revenue Commissioners (for unincorporated entities). Copies of such accounts must be provided to the Scheme Administrator, Minister and the Comptroller and Auditor General (C&AG) on request.
- 6.11. The Partner Service shall ensure that any information relating to the Scheme which is submitted via the Hive or CFCRRS or in any other form as directed by the Scheme Administrator and/or the Department is accurate, and that all required documentation is retained by the Partner Service to allow the accuracy of the information to be checked by servants or agents of the Scheme Administrator or Minister.
- 6.12. The Partner Service shall permit the Scheme Administrator to attend at the premises of the Partner Service and shall permit access to the Partner Service's premises and personnel for the purposes of inspection. The Partner Service shall permit access to relevant financial and other records (including staff and fee records) for this purpose and shall facilitate and co-operate with inspections as required.
- 6.13. The Partner Service shall provide the records listed in this Funding Agreement

above to the Department or the Scheme Administrator on request within a reasonable timeframe identified by the Department or Scheme Administrator.

- 6.14. Where a Declaration is provided to the Department and/or Scheme Administrator in accordance with the Fee Review Process, the Department and/or Scheme Administrator may request supporting evidence to verify the detail provided in the Declaration.
- 6.15. Verification and other inspections may be carried out without prior notice being given to the Partner Service.
- 6.16. Relevant records must be available at all times on-site for inspection and the Partner Service shall share such records or permit such records to be taken off-site if necessary for the purposes of carrying out such inspections. The Partner Service shall permit and facilitate representatives and agents of the Minister to make copies of records as deemed necessary.
- 6.17. The report of any such inspection, including the outcome of the inspection (“the decision”), shall be made available to the Partner Service.
- 6.18. The Partner Service shall permit access to the Partner Service’s premises and personnel for the purposes of inspections relating to other aspects of ELC / SAC service. These shall include but not be limited to inspections carried out by the Tusla Early Years Inspectorate and the inspectorate of the Department of Education, and any other applicable verification or inspection that may be provided for by law.

7. Payment, Suspension, Withholding, Claw-back and Recoupment of Funding Terms.

- 7.1. Core Funding allocations are calculated on a weekly basis. These weekly allocations are aggregated to monthly instalments which are ordinarily paid in advance, spread across the entire Programme Year once the Partner Service has accepted the terms of this Funding Agreement, received approved status on its Application and there are no outstanding action items as detailed in the Core Funding Rules Document.
- 7.2. Core Funding payments will be made monthly in advance starting in August 2024. When a Partner Service’s payments are withheld or suspended in accordance with clause 7 of the Funding Agreement, their allocations will still accrue until the Partner Service makes the necessary corrective actions as detailed in the Core Funding Rules document.
- 7.3. The Department and the Scheme Administrator reserve the right to make payments of Funding in other frequencies or on other occasions where this is necessary in accordance with the terms of this Agreement and Rules document.
- 7.4. Where an administrative or clerical error is made when Funding is being paid to the

Partner Service any such sum of money is recoverable from or payable by the Partner Service including any overpayment or sum which the Partner Service is liable to pay to the Scheme Administrator in respect of any breach of this Funding Agreement or any other agreement in respect of the programmes funded by this Department:

- 7.4.1. the Scheme Administrator has the right to deduct that sum from the Grant then due to the Partner Service in respect of this Funding Agreement.
 - 7.4.2. notwithstanding any provision, whether express or implied in this Funding Agreement, the Scheme Administrator is entitled to off-set any amount due or owing by it under this Funding Agreement against any and all amounts owed by the Partner Service, to the Scheme Administrator howsoever arising.
- 7.5. The Partner Service may request the Scheme Administrator to review a decision with regard to an issue of payment or operation of the Scheme. The review request will clearly identify the basis for the review request, including supporting documentation, with a clear statement of where the Partner Service considers that the incorrect decision has been made. For the avoidance of doubt any such review cannot be related to or arise from the Fee Review process detailed above at clause 4.4. This Fee Review process is a standalone and separate remedy under this Funding Agreement.
 - 7.6. Funding is an operational grant for the Partner Service only and cannot be used towards Capital costs of the Partner Service.
 - 7.7. Failure to comply with any of the terms of this Funding Agreement may result in the withholding or suspension, claw-back and recoupment of the Funding and/or a termination of this Funding Agreement.
 - 7.8. Any Partner Service that participated in Core Funding 2022/2023 (Programme Year 1) must have submitted their completed financial return for that year prior to receiving Funding in this Programme Year 2024/2025. For the avoidance of doubt this means where such a return is not made, funding will be withheld until such financial returns are made.
 - 7.9. Funding may be withheld during the Term of this Funding Agreement where the Partner Service fails to action an item as required by and detailed in the Core Funding Rules Document. For the avoidance of doubt, this Funding will be paid to the Partner Service after the outstanding action item is addressed. Where this action is not remedied by the end of the Term the Partner Service Funding Agreement will be terminated and the Partner Service will not be entitled to any Funding which has accrued during the programme year.
 - 7.10. Funding by the Department for this Programme Year may be suspended during this Programme Year pending the outcome and determination of the Fee Review Process dealing with a fee management issue relating to the 2022/23 and 2023/2024 Programme Year. Funding will remain suspended where that process is ongoing during the 2024/2025 Programme Year and until such a time as a determination has been made and the Partner Service has provided a Declaration and supporting evidence to the Department and/or Scheme Administrator to demonstrate its compliance with the outcome of the Fee Review Process.

- 7.11. Funding by the Department may be suspended during the Term of this Funding Agreement pending the outcome and determination of a fee management issue for this Programme Year (2024/2025) through the Fee Review Process and until such a time as the Partner Service has provided a Declaration and supporting evidence, if requested, to the Department and/or Scheme Administrator to demonstrate its compliance with the outcome of the Fee Review Process. For the avoidance of doubt where the Term of this Agreement expires in advance of any Fee Review Process determination the Partner Service will not be able to participate in any future Core Funding Programme years until such a determination has been provided and remedied.
- 7.12. The Department and the Scheme Administrator, on behalf of the Department may offset or recoup some Funding during the Programme Year provided a Partner Service is found to have not been eligible for a particular rate as identified in the Core Funding Rules Document.
- 7.13. The Department or Scheme Administrator may recoup all or some of the Funding provided to the Partner Service where the Partner Service withdraws from Core Funding as identified below in clause 8, or for any other reason that the Department deems necessary.
- 7.14. On termination of this Agreement, the Partner Service shall repay to the Minister and/or the Scheme Administrator on demand all, or, at the absolute discretion of the Minister, a portion of, sums received in respect of the Scheme and in the event of default on such repayment, such sums shall be recoverable from the Grantee as a simple contract debt.

8. Termination and Withdrawal

- 8.1. The Minister and or Scheme Administrator acting on behalf of the Minister shall be entitled at any time during the Term to terminate this Funding Agreement immediately if any one or more of the following events occur:
- 8.1.1. the Partner Service is removed from either the register of prescribed Early Years services or the register of School Age Childcare services maintained by Tusla, the Child and Family Agency.
 - 8.1.2. if an order is made or an effective resolution is passed for the winding up of the Partner Service.
 - 8.1.3. if a receiver, examiner or administrator is appointed over any of the property or assets of the Partner Service
 - 8.1.4. if any of the Employment Regulation Orders covering all roles across the sector as defined in the Early Years' Service Joint Labour Committee Establishment Order cease to be in effect or are amended in such a way as to decrease the rate of remuneration mandated by the current active Employment Regulation Orders for the sector. The list of applicable Employment Regulation Orders will be provided on the Hive.
- 8.2. The Minister and the Scheme Administrator on its behalf shall be entitled at any time during the Term to terminate this Agreement immediately after the following events have been determined by the Minister.
- 8.2.1. the Partner Service, its employees, agents or any third party acting on

- behalf of the Partner Service knowingly makes a false or misleading statement, or fails to disclose information in relation to its obligations under this Funding Agreement;
- 8.2.2. if the Partner Service shall commit a breach of any term or condition of this Funding Agreement and, if such breach is capable of remedy, shall not have remedied it within 30 days after written notification thereof has been served on the Partner Service by the Scheme Administrator or Minister;
 - 8.2.3. if a distress or execution is levied or served upon any of the property or assets of the Partner Service and is not paid off within 30 days;
 - 8.2.4. if the Partner Service shall cease or threaten to cease to operate all or a substantial part of the service for a prolonged period of time or on a number of occasions;
 - 8.2.5. if any other event occurs which the Minister in their absolute discretion considers might or does materially adversely affect the ability of the Partner Service to operate the service and/or to comply with its obligations under this Agreement; or
 - 8.2.6. if the Partner Service fails to complete a Review and Confirm requirement before the next Review and Confirm process in the manner prescribed in the Core Funding Rules Document.
- 8.3. If the Partner Service is found in breach of the terms of this Funding Agreement through the Fee Review Process as outlined in clause 4.4 above, the Partner Services must remedy the breach(es) determined in that Fee Review Process. This remedy includes, but is not limited to, the refund of any excess Fees Charged to parents/guardians for the period during which the breach occurred. The Partner Service must show that they have corrected the breach through the provision of a written Declaration and supporting evidence to the Department or Scheme Administrator within 60 days of receiving written instruction from the Minister or Scheme Administrator. If the Partner Service fails to provide the required Declaration and evidence within the designated timeframe, the Minister shall be entitled to terminate the Agreement immediately.
- 8.4. Notwithstanding clauses 8.1 to 8.3 above this Agreement may be terminated by the Minister without cause by serving 3 months' written notice to the Partner Service.
- 8.5. The Partner Services may withdraw from this Funding Agreement for a period of time or for the remainder of the Term by providing three months' notice to the Scheme Administrator by submitting a Service Request on the Hive outlining the withdrawal date and the reason for the withdrawal. Parents/guardians must also be notified for this withdrawal. For the avoidance of doubt a Partner Service can reapply to Core Funding at any stage during the Term.

9. Force Majeure

- 9.1. If and to the extent that either party (the "Affected Party") is hindered or prevented by circumstances not within its reasonable ability to control, including but not limited to, acts of God, inclement weather, flood, lightning, fire, acts or omissions of third parties for whom the Affected Party is not responsible ("Force Majeure Event") from fulfilling any of its obligations under this Funding Agreement, the Affected Party shall be relieved of liability for failure to fulfill such obligations provided always that the Affected Party complies with the provisions of this clause. For the avoidance of doubt, the Minister is under no obligation to provide Funding during a 'Force

Majeure Event and does so at their own discretion.

- 9.2. The Affected Party shall notify the other party no later than five days after Force Majeure incident of the estimated extent and duration of such inability to perform its obligations.
- 9.3. Upon the cessation of the Force Majeure event the Affected Party shall notify the other party of such cessation.
- 9.4. In the event that a Force Majeure event continues for more than 45 days either party shall have the right to immediately terminate this Agreement on written notice to the other party.
- 9.5. Neither party is entitled to invoke this clause where the Force Majeure Event is attributable to its negligence, recklessness, failure to take reasonable precautions against or failure to provide for the relevant Force Majeure Event.
- 9.6. During a Force Majeure Event, it is a condition of this Funding Agreement that all Partner Service staff wages continued to be paid for the duration of the Force Majeure Event.
- 9.7. Payments of the Funding provided to Partner Services under the Scheme during a Force Majeure cannot be paid in conjunction with any insurance or compensation received by the Partner Service from a third party for the same purpose. It is a matter for the Partner Service to inform the Department of any such payments being received.

10. Non-assignment/Sub-contracting.

- 10.1. This Funding Agreement is specific to the Partner Service who has applied for Funding and the Partner Service shall not be entitled to assign or transfer the benefit of it, or the obligations arising from it, to any other party. For the avoidance of doubt, this clause will not apply to any change in structure to the Partner Service.
- 10.2. The Partner Service shall not be entitled to sub-contract any of its obligations under this Funding Agreement and shall remain primarily responsible for their fulfillment of the Conditions in this Agreement.
- 10.3. The Partner Service shall be entitled to sub-contract services, which are additional to its obligations under this Funding Agreement, provided the Partner Service continues to meet its obligations in respect of the Scheme under this Funding Agreement.

11. Data Protection.

- 11.1. As a condition of Funding received, the Partner Service agrees to maintain compliance with Data Protection Laws in respect of the Services being provided.
- 11.2. Each Party remains responsible for their obligations as independent, Data Controllers under the Data Protection Laws and agrees to meet their own respective responsibilities.
- 11.3. Where Personal Data is shared between the Parties for the purposes of this

Scheme it will be done so in accordance with Schedule 6 of this Funding Agreement.

12. General provisions

- 12.1. Nothing in this Funding Agreement shall constitute a legal partnership or joint venture or establish a relationship of agency between the parties.
- 12.2. Nothing in this Agreement shall be construed as imposing any obligation on the Minister to provide financial assistance of any nature to the Partner Service, save as is expressly provided for in this Agreement the Minister shall have no financial or other obligations to the Partner Service or to any other party whatsoever.
- 12.3. The Freedom of Information Act 2014 applies to this Agreement. The Partner Service acknowledges that the Minister is subject to the requirements of the Freedom of Information Act 2014 and, subject to constraints arising from commercial sensitivity or a duty of confidentiality, shall assist and co-operate with the Minister to enable the Minister to comply with the same.
- 12.4. This Funding Agreement may only be varied by an instrument in writing signed by or on behalf of both parties, or electronically if so requested by the Minister, or by acceptance by the Partner Service of the terms and conditions (as varied) of the Funding Agreement Through the process outlined on the Hive.
- 12.5. Notwithstanding the general provision in clause 12.4 above, the Minister may amend this agreement unilaterally to revise the detail of the Fee Review Process where such process needs to be amended during this Programme Year provided always that three months' notice is provided to a Partner Service of this change and the date of its implementation. The Minister and or Scheme Administrator on behalf of the Minister will communicate this amendment to all Partner Services on the Hive and by way of supplemental communications material where necessary.
- 12.6. A failure or delay by the Minister to exercise any right or remedy under this Funding Agreement shall not in any way be construed as a waiver of the Funding Agreement.
- 12.7. The rights and remedies provided for in this Funding Agreement are cumulative and are not exclusive of any rights or remedies provided by law.
- 12.8. In the event that any provision of this Funding Agreement shall be determined to be partially void or unenforceable by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only. The validity and enforceability of any of the other provisions of this Funding Agreement shall not be affected.
- 12.9. This Funding Agreement shall be governed by and construed in accordance with the laws of Ireland and the parties hereto expressly and irrevocably submit to the jurisdiction of the Irish Courts.

Schedule 1: Definitions relevant to Core Funding in Agreement and Core Funding Rules Document

“2016 Regulations” means the Child Care Act 1991 (Early Years Services) Regulations 2016.

“2018 Regulations” means the Child Care Act 1991 (Early Years Services) (Registration of School Age Services) Regulations 2018.

“August Review and Confirm” means the Review and Confirm that takes place during the month of August before the beginning of the programme year.

“Additional Service” is when something additional to a Service Type is offered to parents which is charged for separately. For example, a service provider may offer school collection services in addition to their SAC Service Types; this would be an Additional Service.

“AIM” means the Access and Inclusion Model which supports children with a disability to access and meaningfully participate in the ECCE Programme.

“Capital” means an asset intended for use on a continuing basis with an expected life of more than one year.

“Change of Circumstance” means a change to an ELC or SAC service that results in a new Service Reference Number being assigned, these changes are; ownership, address, or legal entity. For the avoidance of doubt, for Core Funding purposes, despite any such change the ELC or SAC service remains a Partner Service in existence and not a New Partner Service.

“Circular 13/2014” means Department of Public Expenditure, NDP Delivery and Reform 13/2014 entitled Management of and Accountability for Grants from Exchequer Funds (including any interpretations or clarifications of such requirements issued by the Department of Finance, Department of Public Expenditure, NDP Delivery and Reform, the Department of Children, Equality, Disability, Integration and Youth and/or the Executive).

“Childminder” is a person who is currently or was registered with Tusla as of 2024 under the Child Care Act 1991 (Early Years Services) Regulations 2016 and/or Child Care Act 1991 (Early Years Services) (Registration of School Age Services) Regulations 2018.

“Core Funding” means the supply-side funding stream that the Department has made available to Partner Services in order to achieve a range of policy objectives including improved quality of services, affordability for parents/guardians and sustainability for providers.

“Core Funding Application” means the application Partner Services must complete and submit on the Hive, giving information about the staffing and capacity of their service which is used in the calculation of their Core Funding allocation.

“Core Funding First Time Partner Service” means a Partner Service applying for and signing up to the Core Funding Agreement terms and conditions for the first time in the 2024/2025 Programme Year.

“Core Funding Rules Document” means the Core Funding Rules 2024/2025 document which provides extensive details about the specific rules relevant to this Programme Year and

which is incorporated into this Agreement and contained at Schedule 2

“Data Protection Laws” means all applicable 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” or “GDPR”), the Data Protection Acts 1988 to 2018 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.

“Declaration” is a part of the Fee Review Process, whereby the Minister and/or Scheme Administrator will request a written declaration from a Partner Service as a means to demonstrate the Partner Services compliance with the specific remedial actions identified at the conclusion of the Fee Review Process. Such remedial actions may include, but may not be limited to, restoring all fees to the appropriate levels, updating the relevant Fee Lists/Fee Tables and submitting an updated Parent Statement to the Hive, working out and recording which parents/guardians have overpaid fees and by how much, notifying the affected parents/guardians of the amount they were overcharged and their entitlement to a refunding and refund parents/guardians the full amount they have overpaid.

“Department” means the Department of Children, Equality, Disability, Integration and Youth (DCEDIY).

“Early Years’ Service” as defined in the Child and Family Agency Act 2013, means a service providing a preschool service and/or a school age service.

“ECCE” means the Early Childhood Care and Education Programme, a universal two-year pre-school programme available to all children within the eligible age range funded by the Department.

“Equal Start” is a funding model and a set of associated universal and targeted measures to support access and participation in early learning and care (ELC) and school-age childcare (SAC) for children and their families who experience disadvantage.

“The Hive” means the IT system maintained by the Scheme Administrator.

“Employment Regulation Order (ERO)” sets minimum rates of pay and conditions for workers in a specified sector. An ERO is drawn up by a Joint Labour Committee set up through an Establishment Order.

“Eligible Paid Experience” means paid experience working in an Early Learning and Care service or a School-Age Childcare service provided that: (a) the year, refers to, at least, a full academic year or nine months of work within each calendar year, either full or part-time but at least 15 hours per week; (b) the experience can be gained through a range of work activities but must involve work with pre-school or primary school aged children.

The experience is cumulative, and so can be gained at any time; it does not have to be gained after an individual becomes a graduate; and the work experience can be achieved in a setting inside or outside of Ireland, or both. Practice placements undertaken during education and training cannot be counted as part of the experience.

“Fee Band” refers to a discrete category within the fee structure. Each band is associated with a maximum allowable fee corresponding to its service type, which is measured in hours per week. There are six bands in total within the fee structure.

“Fee Cap” means a Fee Cap that applies to Core Funding First Time Partner Service.

“Fee Charged” simply means the fee that is actually charged to parents before application of subsidies. This is relevant to some of the rules where it may differ from the Registered Fee for any reason. It is also distinct from the fee paid, given that parents may not always have paid their fees in full at any given time.

“Fee Policy” means the table of fees contained within the Parent Statement for Partner Service (or fee list for Fees Charged prior to the Parent Statement being introduced) which are charged for individuated Service Types and the conditions that apply in implementing the list of fees. The Fee Policy will state all of the Service Types offered; care types, hours of care, applicable age ranges, etc. and the associated fees for each (before the application of NCS subsidies and before and after the deduction of ECCE subsidies). It will also describe any Additional Services in addition to basic fees and the cost of that additional service.

“Fee Review Process” is a mechanism utilised by the Department to make a determination on whether a breach of fee management has or has not occurred. In the event that a determination is made by the Minister at the end of this process that a breach has occurred, the Minister and/or other agent appointed by the Minister will instruct the Partner Service of specific steps to remedy.

“Fee Structure” refers to the framework of maximum allowable fees and their corresponding service types as outlined in section 7.2 of this document.

“Funding Agreement” means this Agreement between the Minister and Partner Service for the Core Funding Scheme which incorporates Core Funding Rules Document.

“Funding/Grant/Allocation” means the financial support paid by the Scheme Administrator to a Partner Service under this Funding Agreement.

“Incorporated Service” means any service offered by a Partner Service that is included in the fee charged. For example, meals that are included in the fee would be an Incorporated Service; meals that have always been charged separately are not.

“Lead Educator” means an Early Years Educator who leads practice with a group of children (previously referred to as “room leader”), in a Partner Service.

“Manager” means the person in charge of a Partner Service, as defined in the 2016 Regulations and the 2018 Regulations, i.e. ‘the person who has day-to-day charge of the service’. This person may or may not be the Registered Provider.

“Minister” means the Minister for Children, Equality, Disability, Integration and Youth.

“NCS” means the affordable childcare scheme established under the Childcare Support Act 2018 and known as the National Childcare Scheme.

“New Partner Services” is defined strictly to mean services that were not in existence on 30 September 2021 and who joined Core Funding in the intervening years. Services that have made changes such as name, address, owner, or legal structure do not qualify as New Partner Services or Core Funding First Time Partner Services. If a Partner Service undergoes a closure and has been closed for over 6 months and has fully deregistered with Tusla, and subsequently a new service registers under Tusla, this will be considered to be a New Partner Service.

“Non-Refundable Deposits” means any deposit which is charged to parents which the Partner Service will not refund. This includes administration/registration fees or other such charges.

“Operating Hours per Week” means the time the service is open and available to children; it does not include hours where the service is open but not available to children.

“Operating Weeks per Year” means the number of weeks the service is open and available to children; it does not include weeks where the service is open but not available to children. For the purpose of Core Funding a service must be open for 3 days for that week to be considered an operating week. Bank holiday days will be considered as open days.

“Optional Extra”, as defined in the ECCE Programme Rules 2024/2025, means additional chargeable services that may only be selected from the approved DCEDIY “Optional Extras” and shall not include activities which are considered key parts of the ECCE curriculum e.g. general arts and crafts activities.

“Original Core Funding Application” means the first Core Funding application Partner Services submit.

“Partner Service” means an Early Learning and Care (ELC) and/or School Age Childcare (SAC) service in its entirety, including all rooms, sessions and Service Types within that service, who has entered into the Core Funding Partner Service Funding Agreement with the Minister. Partner Service may include Childminders who meet the eligibility criteria set out in 4.2.

The **“[Parent Statement for Partner Services](#)”** (PSPS) provides clarity and transparency for parents/guardians regarding services delivered, information about the Department’s schemes, and fees charged. The Parent Statement introduced under Core Funding has been adopted across all schemes since the 2023/24 programme year (ECCE, NCS, CCSP Saver and Core Funding) and has a streamlined, online process. This online Parent Statement will only need to be signed once per family during their time with a service, unless there are changes to the Parent Statement, please see section 10.3.

“Programme Year” covers the period of the 2024/2025 Core Funding Programme. The programme commences 1 September 2024 and runs until 31 August 2025.

“Registered Accountant” Accountants submitting the Income and Expenditure Template or Trial Balance on behalf of services must hold a practising certificate (PC) and have professional indemnity insurance (PII), and will be required to declare same on the reporting portal, www.cfcrs.ie.

For the purposes of Core Funding’s Financial Reporting, an accountant is defined as someone who:

- a) has been admitted as, and is, a member of a prescribed accountancy body,
- b) is currently practising in the profession of accountancy,
- c) is not and never has been a principal officer or employee, or an owner or part owner, of the licensee in respect of whom he or she is preparing an accountant’s report, and
- d) is maintaining such minimum level of professional indemnity insurance as is required by the prescribed accountancy body concerned.

The list of prescribed accountancy bodies is as follows:

- Chartered Accountants Ireland. (CAI)
- Association of Chartered Certified Accountants (ACCA)
- CPA Ireland (CPA)
- Chartered Institute of Management Accountants (CIMA)
- Chartered Institute of Public Finance and Accountancy (CIPFA)
- The Association of International Accountants (AIA)

“Registered Fee” means the individual fee that was noted by an ELC/SAC service in the fees lists on the Hive, or those noted in the online fee tables which have replaced the older lists.

“Review and Confirm” means the process, which occurs four times throughout the programme year enables whereby Partner Services either confirm that no changes have occurred or to submit an application change.

“Room” means a part or division of a building enclosed by walls, floor and ceiling.

“Scheme Administrator” means the body appointed by the Minister to administer the Core Funding Scheme. Functions carried out by the Scheme Administrator on behalf of the Minister under this agreement may be carried out by the Minister or other agent appointed by the Minister from time to time and Partner Services will be notified accordingly of any change. For the purpose of the 24/25 Programme Year Pobal are administering Core Funding scheme.

“Service Type” means a type of ELC/SAC provision offered to parents/guardians defined within the Fee Policy contained within the PSPS and includes within its definition the nature of the service, applicable age range, the typical daily start and finish time and, the number of hours of service provided per day; the number of days per week and weeks per year. A service type specifically includes the hours, days and weeks offered as well as the nature of the service and the age range. Hence it cannot be added to or taken away from while remaining the same service type. Any change in offering, be it increased or decreased, results in a new service type being added.

“Session” means a type of ELC/SAC offering which is determined by the typical daily start and finish time and the day/s per week that it is applicable to.

“Staffed Capacity” means the number of children the service can accommodate according to the services staffing levels, it does not matter whether the places offered are subsequently occupied or vacant. The number of children the staff can accommodate must satisfy the minimum staff to child ratios as set in the Regulations.

“Tusla” refers to the Child and Family Agency.

“Typical Week” is a period of time that is representative of an average operating week where the more typical staff rostering is evident.

Schedule 2: Core Funding Rules Document

2. How Core Funding can be spent?

Partner Services can choose how to spend their Core Funding grant in accordance with the approved areas of expenditure outlined in the Funding Agreement and listed below.

Approved areas of Expenditure:

- Costs relating to staffing of Partner Services in the provision of Early Learning and Care and/or School Aged Childcare (ELC/SAC), which may include non-contact time in preparation and review of ELC/SAC provision.
- Costs of staff/owner participation in Continuing Professional Development relating to ELC/SAC including cost of cover for absence due to such participation.
- Costs relating to the administration of the Partner Service including the administration of schemes funded by Department
- Overheads pertaining to running of the ELC/SAC service including rent, rates, utilities and insurance.
- Any other operational costs, excluding capital costs, which may reasonably be asserted to enhance the quality of ELC/SAC service provision.

For the avoidance of doubt, Ineligible expenditure allowed under the Core Funding:

- Capital costs
- Any other costs which may not reasonably be asserted to enhance the quality of ELC/SAC service provision.

3. Core Funding Allocation

The Core Funding allocation is made up of several elements, these include:

1. Base Rate (Up to a Maximum Rate as defined in [3.7](#))
2. Flat Rate for sessional-only services
3. Minimum Base Rate
4. Graduate Lead Educator Premium
5. Graduate Manager Premium

Not every service will be eligible for all of these. Each element of the Core Funding allocation and the eligibility criteria is explained in further detail below in this Section 3.

3.2 Base Rate

The base rate is calculated on a per session basis. A base rate per session is calculated as the number of staffed child places i.e. Staffed Capacity in each age range multiplied by the value that applies to each age range ([see Table 1](#)) multiplied by the hours of operation per week of the session multiplied by the weeks open per year of the room. The value for all sessions is added together to produce the base rate for the Partner Service.

Table 1

Age of child	Value of Core Funding per place per hour
Full-time (5+ hours per day) and Part-time (3.5 hours – 5 hours per day)	
0-1 year of age	€1.89
1-2 years of age	€1.23
2-3 years of age	€1.06
3-6 years of age	€0.76
Sessional (up to 3.5 hours per day)	
0-1 year of age	€1.86
1-2.5 years of age	€1.23
2.5-6 years of age	€0.72
School-age	
4-15 years of age	€0.59
Graduate premiums	
Rates per hour	
Graduate Lead Educators in ELC	€4.44
Graduate Managers in ELC or combined ELC and SAC	€4.44

3.3 Changes to Core Funding Base Rates

For Partner Services who submitted their 2024/2025 Core Funding Application on or before the 31 August 2024, their base rate will cap at their approved August Review and Confirm.

For Partner Services who submitted their Core Funding Application from the 1 September 2024 onwards for 2024/2025 programme year, they will not be required to complete the August Review and Confirm window, and their base rate value will cap on the approval of their Original Core Funding Application.

The Partner Service's base rate may fluctuate throughout the programme year, but no Partner Service will be able to increase their base rate funding allocations above this highest capped value amount.

In instances where two or more pre-existing Partner Services merge into one pre-existing Service Reference Number (SRN), the new base rate for this SRN will be the combined values of these pre-existing services base rates, provided there has been no reduction in Staffed Capacity.

In instances where a Non-Partner Service merges into a Partner Service, the base rate for this pre-existing SRN cannot be increased during that Programme Year.

The base rate can decrease if Staffed Capacity is reduced during the programme year. It can also be restored back up to the original capped approved base rate level if Staffed Capacity is restored.

Staffed Capacity is lost when a room is closed; a staff member (graduate or non-graduate) leaves and is not replaced within four weeks so staff to child ratios cannot be maintained.

However, Partner Services, except Childminders, cannot fall below the minimum base rate allocation of €14,000. Greater detail on the minimum and maximum base rates applicable are set out at section [3.6 and 3.7](#) of this document below.

If a Partner Service leaves Core Funding (i.e. withdrawn, declined due to Change of Circumstance or terminated) during the programme year, and re-joins within the same

programme year, their base rate will be capped at the same rate as their original base rate value. This includes Partner Services who have undergone a Change of Circumstance.

However, where a service undergoes a closure and full deregistration with Tusla and has been closed for over 6 months, and subsequently an owner registers a new service under Tusla in the same location, this will be considered to be a New Partner Service and will be able to attract a new base rate allocation.

3.4 Sessional Flat Rate Payment

An annual flat rate allocation of €5,000¹ is given to all Partner Services registered on the Tusla Register of Early Years Services as sessional only. This additional measure is only available to Partner Services with no other Tusla registration including School Age Registration on the Tusla School Age Register. This allocation is in addition to the services base rate and Graduate Premiums (Graduate Manager and Graduate Lead Educator). This allocation will be made to sessional-only services regardless of the level of Core Funding they receive.

The allocation will be divided into weekly amounts and aggregated into the services base rate allocations and paid monthly in advance alongside the rest of Core Funding. Services that are not in Core Funding for the whole year will receive the appropriate number of weekly payments.

3.5 Changes to Flat Rate

If, at any stage in the programme year a Partner Service changes their registered Service Type on the Tusla Register of Early Years Services as sessional only, as outlined in 3.4, they will become entitled to the flat rate allocation of €5,000 Partner Services that are not in Core funding for the whole year will receive the appropriate number of weekly payments. This allocation will be made to sessional only services regardless of the level of Core Funding they receive. Partner Services Tusla registration (sessional only) must be correct in order to meet the criteria to attract the flat rate.

If a Partner Service entered into Core Funding during the Programme Year as a sessional only service and, therefore attracted the flat rate allocation, and then changed Tusla Service Type during the year they would retain the flat rate allocation for the duration of the Programme Year. If a service attracts the flat rate allocation at any point of the programme year they will continue to attract it for the rest of that programme year.

If a Partner Service is found to have not been eligible for this flat rate, but due to incorrect or inaccurate information on the Tusla register they received the flat rate, the flat rate will be recouped in full.

¹ The €5,000 is a full programme year amount i.e. 52 weeks, Partner Service that are in Core Funding for less than a full programme year will be allocated the appropriate number of weekly payments.

3.6 Minimum Base Rate

The minimum base rate allocation applies to centre-based Partner Services only, i.e. not Childminder Partner Services.

The minimum base rate allocation will be set at an annual value of €14,000 (or €269.23 per week) for all Partner Services except Childminders. All Partner Services delivering centre-based provision, regardless of the size of their service, will receive at least this minimum base rate allocation.² All sessional services will receive at least €14,000, (base rate and flat rate allocation combined), if they are in Core Funding for the whole programme year. This minimum base rate is not affected by the Graduate Premiums, which are applied separately and which will continue to operate as in year 3.

The base rate will be generated based on a services Staffed Capacity (places and hours), with the flat rate allocation added where applicable. The system then splits this combined total into 52 equal weekly allocations for payments. The minimum base rate allocation will be applied to this weekly allocation.

A service whose weekly allocation for the base rate (and flat rate allocation where applicable) is less than €269.23 will see the balance added to their weekly allocation. For example, if a part-time service has an annual base rate allocation of €3,000, this will be split into weekly allocations of €57.69. An additional €211.54 will be paid per week on top of this allocation to reach the minimum base rate allocation of €269.23.

As a services base rate allocation will be capped following the first review and confirm window, a service which starts the 2024/2025 programme year receiving the minimum base rate allocation will remain at this minimum for the entire programme year, i.e. if they remain in contract for the full 52 weeks of the programme year the service will receive €14,000 for the programme year (exclusive of Graduate Premiums). There may be instances where a service changes to 'Sessional Only' during the programme year and attracts the Flat Rate which may bring them above the minimum allocation as the base rate is capped excluding targeted measures.

Services can begin the programme year with an allocation above the minimum allocation, and fall in and out of this during the programme year as their capacity changes. At any point in the programme year, no centre-based service will receive a weekly allocation of less than €269.23.

Services that are not in Core Funding for the whole year will receive the appropriate number of weekly payments, including top-ups to their base rate to meet the minimum where appropriate.

3.7 Maximum Base Rate

There will be a maximum base rate allocation of €500,000. Partner Services will not receive base rate funding beyond this maximum value, including the flat rate allocation for sessional only services. This maximum does not apply to the Graduate Premiums, which may still increase a Partner Service's total allocation beyond this maximum base rate allocation.

² The €14,000 is a full programme year amount, Partner Service that are in Core Funding for less than a full programme year will be allocated the appropriate number of weekly payments. This minimum base rate includes the flat rate for sessional only service, where applicable.

A service will not receive a weekly allocation of more than €9,615.38 through their base rate and flat rate allocation where applicable. If a service is contracted for 52 weeks of Core Funding they will receive a maximum base rate allocation of €500,000. If a service, for example, is contracted for 26 weeks of Core Funding they will receive a maximum base rate allocation of €250,000.

3.8 Graduate Lead Educator Premium

Graduate Lead Educator Premium is a premium for staff with QQI level 7s or above and is calculated for the hours worked by an eligible Lead Educator in the room where an eligible ELC session operates. Though multiple Lead Educators can be assigned to a single room at any one time, the Graduate Lead Educator Premium is payable for one eligible staff member **only** at any one time within a given room.

The Graduate Lead Educator Premium is calculated as; number of weekly room hours (where an eligible ELC session operates with a eligible Graduate Lead Educator in it) multiplied by the room operating weeks per year (based on Room Offering) multiplied by the Graduate Lead Educator premium rate of €4.44, with a maximum of one Graduate Lead Educator premium per room at a time.

A Graduate Lead Educator must hold an eligible qualification as per the Department's list of approved Qualifications (<https://www.gov.ie/en/publication/22405-early-years-recognised-qualifications/>), QQI Level 7 or above.

Only ELC Sessions are eligible for the Graduate Premium. SAC Only sessions are not eligible for the Graduate Premium.

Session types of Both ELC/SAC will be eligible for the Graduate Premium if:

- the session has the Staffed Capacity at least one child of ELC Age Range in the session:
- the staff member assigned holds a minimum level 7 qualification (or Letter of Qualification Recognition), as per the Department's list of approved Qualifications (<https://www.gov.ie/en/publication/22405-early-years-recognised-qualifications/>)
- the staff member assigned is assigned the role of Lead Educator in the Core Funding Application.

If a session only has Staffed Capacity for SAC Age Range children, it will not be eligible for the Graduate Lead Educator premium.

Childminders are eligible for the Graduate Lead Educator premium.

Staff members who are designated as Lead Educator on the Core Funding Application, must be acting in that position within the Partner Service.

3.9 Graduate Manager Premium

The ELC Graduate Manager Premium is a premium for Managers with QQI level 7s or above with a maximum of one Graduate Manager Premium per Partner Service. This premium is calculated based on the hours in which the Manager is working, and the service is open and available to children. In practice, this means the operating hours of the service or the working hours of the manager, whichever is lower.

The term “Manager” is used in [Nurturing Skills: The Workforce Plan for Early Learning and Care and School-Age Childcare 2022-2028](#) to refer to the person in charge of a setting, as defined in the Early Years Regulations 2016 and SAC Regulations 2018, i.e. ‘the person who has day-to-day charge of the service’. This person may or may not be the Registered Provider. While ELC and SAC services vary considerably in their legal and organisational structures, every centre-based service must – as a condition of its Tusla registration – have a designated person in charge (here termed the ‘Manager’) who is responsible for the daily running of the service and – unless deputised by a named person – must be on the premises at all times when the service is operating.

The Graduate Manager Premium is calculated as the number of service operating hours per week that the Graduate Manager is working multiplied by the weeks per year the service operates where the Graduate Manager is working multiplied by the Graduate Manager Premium rate of €4.44.

A Graduate Manager must hold an eligible qualification as per the Department’s list of approved Qualifications, QQI Level 7 or above.

A Graduate Manager Premium and a Graduate Lead Educator Premium cannot both be attracted by one individual but a Partner Service can seek to avail of both premiums where different eligible staff are being put forward. E.g. where a manager is in ratio and assigned to a room, they will always attract the Graduate Manager Premium and not the Graduate Lead Educator Premium.

The Core Funding Graduate Manager premium is attracted by this designated person in charge, not by any of the other members of staff who may deputise when the manager is not present.

SAC Only Services and Childminders are not eligible for the Graduate Manager Premium.

3.10 Changes to Graduate Premiums

Core Funding Graduate Premiums (manager and Lead Educator) value can increase under one of the following circumstances;

- A Partner Service hires a new staff member who is eligible to attract a Graduate Premium
- A staff member (including manager) who was not eligible for the Graduate Premium is replaced by an existing staff member who is eligible;
- The existing staff member becomes eligible (i.e. completes a L7+ qualification).

and conditions as described under [3.8 or 3.9](#) are met.

A Partner Service’s Core Funding Graduate Premium value will decrease if a Graduate Lead Educator leaves and is replaced by a non-graduate or not replaced by a Graduate Lead Educator after 4 weeks.

A Partner Service’s Graduate Manager Premium value will decrease if a Graduate Manager leaves and is replaced by a non-graduate within 1 working day.

3.11 Other Governmental Funding

Partner Services who have secured external funding to provide an additional ELC or SAC service offerings (e.g. Summer Camp) should not list these additional offerings within their Core Funding Applications, if this offering is covered by another governmental funding stream.

3.12 AIM level 7 and Core Funding

AIM funding awarded to employ an additional AIM employee or to maintain a reduced ratios does not have an impact on their Core Funding allocation.

In the first instance, the AIM additional employee is not considered in ratio and does not contribute to Staffed Capacity. If AIM funding has been awarded to employ an additional person, then AIM staff should be reflected as out of ratio staff - unless the member of staff is included in ratio for another session.

In the second instance, the provider uses the funding to reduce the number of children under their Staffed Capacity to provide support to the child(ren) that the AIM funding is awarded to, the Department accepts their full Staffed Capacity of 1:11 rather than the AIM reduced 1:8 and therefore it is not considered as 'double funding'.

4. Overall Core Funding Application and Funding Agreement requirements

There are a number of actions and steps that a Partner Service must take before a Partner Service can submit a Core Funding Application to receive Core Funding or accept the Funding Agreement and be eligible to receive Core Funding.

4.1 Pre-requisites for starting the Core Funding Application

Before applying to Core Funding, Partner Services must have already:

- Have a profile on the Hive
- Met the eligibility requirements for Core Funding
- Have a valid Tusla registration
- Have a Service Reference Number
- Completed the 2023-2024 Annual Early Years Sector Profile or the most recent Annual Early Years Sector Profile if a Partner Service joins after the 2023-2024 Annual Early Years Sector Profile has closed
- Completed/updated their Service Profile

4.2 Eligibility for Core Funding:

Community and privately owned Early Learning and Care (ELC) and/or School Age Childcare (SAC) services who offer Full Time, Part Time or Sessional childcare registered with Tusla in the Republic of Ireland.

Only those Childminders who, in 2024, were registered with Tusla under the Child Care Act 1991 (Early Years Services) Regulations 2016 and the Child Care Act 1991 (Early Years Services) Child Care Act 1991 (Early Years Services) (Registration of School Age Services) Regulations 2018 continue to be eligible to apply for Core Funding for this programme year 2024/2025.

A Pre-School Service in a Drop-in Centre and SAC services that operate Drop-in care only, are **not** eligible for Core Funding.

4.3. Service Reference Number

All Partner Services must have an individual Service Reference Number on the Hive.

4.4. Annual Early Years Sector Profile

All Partner Service must complete the 23/24 Annual Early Years Sector Profile, or the most recent Annual Early Years Sector Profile, prior to entering into this Funding Agreement. Partner Services will also be required to complete the 24/25 Annual Early Years Sector Profile during the term of this Funding Agreement.

4.5. Tusla Registration

A service must have a Tusla Registration captured on the Hive (including a registered service type and capacity) in order to apply for Core Funding. Core Funding Applications are validated on the Hive system using this Tusla information. When applying for Core Funding, the care types outlined within the Partner Service's Service Profile must align with the Tusla registered service type. Partner Service who provides both ELC and SAC must have a valid Tusla registration for both Tusla service types. The level of anticipated capacity declared within the Core Funding Application must not be greater than the registered Tusla capacity. If a service believes there is a discrepancy in their Tusla Registration data, they are given the opportunity to attach evidence to the Hive to support the correct registration information as directed by Pobal.

If there is a discrepancy between the Tusla registered service type the service must attach evidence to support the correct registration information. If the Tusla registered capacity is less than what is declared on the HIVE, the service must attach evidence to support the correct registration information.

The required evidence is a Tusla Certificate/Tusla letter/Tusla email dated no earlier than 3 months prior to the Core Funding Application submission date as part of Step 2 or 3 of the Core Funding Application, depending on whether it is relating to Tusla service type or capacity.

Where a Partner Services Tusla registration is 'Sessional Only', this must be correct in order to meet the criteria for the flat rate.

Childminders will only have one Tusla registration number, even if they provide care to both ELC & SAC.

4.6. Service Profile

A service must have completed their Service Profile in order to apply for Core Funding.

A service must attach to their Core Funding Application evidence of qualifications of QQI level 7 and above, for in ratio staff and Deputy Managers working with ELC children in order to qualify for Graduate Lead Educator Premiums. A Service must also attach to their Core Funding Application evidence of qualifications of QQI level 7 or above for Managers and above in order to qualify for the Graduate Manager Premium.

All information on the Service Profile, e.g. Rate of Pay per Hour, must be kept up to date throughout the Programme Year. Failure to update the information may result in their Core Funding allocation being placed on hold or terminated.

A Partner Service can update their Service Profile at any time and should ensure to maintain it on a regular basis. Partner Service are required to do so throughout the programme year as part of the Review and Confirm process.

4.7. Pre-requisites for accepting the Core Funding Partner Service Funding Agreement

Core Funding Partner Service Funding Agreement only becomes available for Partner Services to accept once they have a Core Funding Application at submitted status. In order to accept the Funding Agreement they must have;

- Completed a Partner Service Fee Table for the 2024/25 programme year;³
- Complete a Parent Statement for Partner Service for the 2024/25 programme year;³
- Contracted into to NCS and ECCE, as applicable.
- Designated a named bank account to be used in connection with the operation of the Scheme and making any necessary arrangements to enable payment of the Grant or any instalment to be transferred to such by electronic transfer as part of its Core Funding Application.

4.7.1. Completed Core Funding Application

The information provided in the Core Funding Application is validated on the Hive System against information from outside sources such as the Tusla register, as well as information from within the Core Funding Application such as staffing requirements based on staff to child ratios which are laid out in regulations⁴. Core Funding Applications must pass all validations in order to be submitted.

The Core Funding Application for Programme Year 2024/2025 must be submitted in order to sign the Funding Agreement.

Partner Services must sign their Funding Agreement within 21 days of the submission of the original Core Funding Application. Once 21 days have passed, the Core Funding Application will be cancelled if the Funding Agreement has not been activated, and this will require a new Core Funding Application submission.

³ This only applies to Partner Service who submit a Core Funding Application after 1st September 2024. For those Partner Service who submit a Core Funding Application before 1st September 2024, they will be able to accept their Core Funding Partner Service Funding Agreement without completing the Fee Table and Parent Statement. They will, however, be required to complete the Fee Table and Parent Statement before completing their August Review and Confirm.

⁴ Child Care Act 1991 (Early Years Services) Regulations 2016

4.8. Partner Service Fee Table

A Partner Service must submit a Partner Service Fee Table ahead of completing their Parent Statement for Partner Services, and signing their Funding Agreement. Please see the rule noted on [footnote 3](#).

4.8.1. Parent Statement for Partner Services

A Partner Service must complete a Parent Statement for Partner Services prior to signing the Core Funding Partner Service Funding Agreement. Please see the rule noted on [footnote 3](#).

4.8.2. NCS and ECCE contract

Partner Services will need to be contracted into the relevant Funding Programme(s) (NCS and or ECCE) based on their Tulsa Registration type before they sign a Core Funding Partner Service Funding Agreement. Services must contract to the NCS in the 2024/2025 programme year, unless the service is registered on the Tulsa Register of Early Years Services as a Pre-school Sessional Service only.

Services must contract to ECCE in the 2024/2025 programme year, unless the service is registered on the Tulsa Register of School Age Services as School Aged only or is registered as a Childminder Only Service, or they do not offer care to the eligible age range.

5. Payment Rules

For a Partner Service to receive a Core Funding payment:

- The Core Funding Partner Service Funding Agreement must be accepted;
- Core Funding Applications have to be at “approved” status;
 - Submitted Core Funding Applications may be subjected to appraisal, and will need to pass appraisals in order to be at an “approved” status;
- All outstanding ‘Update Due Dates’ that have passed must be actioned
- Review and Confirm must be completed, if applicable.
- All taxation laws must be complied with in advance of any due payment date.

5.1 Application Status

The list below provides an overview of a Partner Service’s possible status during the application process:

- Draft
- Submitted
- Under Appraisal – Section 5.4
- Referred Back – Section 5.4.1
- Approved
- Withdrawn
- Declined; when a contract is terminated.

5.2 Payment Mechanics

Core Funding allocations are calculated on a weekly basis. These weekly allocations are aggregated to monthly instalments which are paid in advance, spread across the entire programme year. Core Funding payments will be made monthly in advance starting in August 2024. When a Partner Service's payments are put on hold, their allocations will still accrue until the Partner Service makes the necessary corrective action. Once the Partner Service takes the necessary corrective action, they will receive the approved allocations for the time in which they were put on hold for. Weekly catch-up payments will be facilitated.

5.3 Partner Service Funding Agreement and Payments

The Funding Agreement shall commence on the 1 September 2024, or the date of acceptance by the Partner Service, whichever is the later date. The Funding Agreement will expire on 31 August 2025, unless the Minister terminates the Funding Agreement or the Partner Service withdraws from the Funding Agreement before the expiry date of this Agreement.

Core Funding allocations will be representative of an entitlement from the first Monday after which the Programme Year begins, or the Monday of the week the Funding Agreement is accepted, whichever is later. Partner Service that are in Core Funding for less than a full programme year will be allocated the appropriate number of weekly payments.

5.4 Appraisals

Core Funding Applications may have to undergo an appraisal process if as part of their application they;

- Generate Graduate Lead Educator Premiums;
- Generate Graduate Manager premiums;
- Include submitted evidence of a discrepancy between their approved Tusla Registration and what is displayed on the Hive.

The appraisal process carried out by the Scheme Administrator will consist of a review of the supporting documentation submitted to support the qualification of the Lead Educator and/or Manager and/or updated Tusla information.

As part of the appraisal process, Core Funding Applications may be referred back to the applicant if the supporting evidence provided is not acceptable or to request further information. Once all supporting information submitted is appraised and approved, the Core Funding Application status will be set to 'approved'.

If a staff member who is generating a Graduate Lead Educator or Manager premium has previously been appraised and approved for the Partner Service, they will not require re-appraisal.

If a Partner Service has an approved Core Funding Application they will receive a Core Funding payment based on this approved value, subject to allocations rules such as base rate capping. If the service submits an Application change, they will continue to receive their payments based on pre-existing approved Core Funding allocations, while awaiting approval of the Application change.

5.4.1 Refer Back

As part of the appraisals process, a Core Funding Application can be referred-back to a Partner Service for additional information when necessary. A notification will be issued from the scheme administrator on the Hive outlining the reason(s) for refer-back and the updates/actions required by the Partner Service in order to progress their Core Funding Application towards approval. When an application is referred-back, Partner Services must edit their Core Funding Application /Application change to address the reason(s) for refer-back.

If the Original Core Funding Application is in a referred back cycle and has never been approved, Partner Services will not receive a Core Funding Payment. Once approved, allocations will generate from the first Monday after which the Programme Year begins, or the Monday of the week the Funding Agreement is accepted, whichever is later.

A Partner Service should make changes relating to the reason(s) for refer-back only in their Core Funding Application. Any additional changes must be submitted as a separate application change once the initial Application/application change has been approved. In circumstances where a Partner Service is found to have made additional application changes that were not related to the reasons for their refer-back, the Partner Service may have funding recouped from them.

5.4.1.1 Update required to Tusla Information

Where a Partner Service has indicated that they had higher capacity on their Core Funding Application than on the Tusla register, and have provided insufficient supporting evidence of Tusla approval for this increased capacity declared, these Core Funding Applications will be "Referred Back".

Core Funding Applications referred back due to capacity and/or service type changes, are required to provide evidence of a Tusla Certificate/Tusla letter/Tusla email. This evidence must be dated on or before the submission date of the first referred back Core Funding Application of the current application change and no earlier than 3 months prior to that date.

If a Partner service edits the current referred back application change and attaches insufficient supporting evidence again, this will result in their Core Funding payments being placed on hold. The Partner Service will have two further attempts to submit the correct documentation of Tusla approval for their increased capacity declared or correct their Core Funding Application and reduce their capacity to that registered with Tusla, or they will be declined.

Once approved, Core Funding payments will come off hold for this reason, but may be on hold for other reasons.

5.4.1.2 Update Required to Staff Qualification

Partner Services may be put on referred back status if the documentation they have uploaded for staff members is not sufficient. Partner Service may have to review their staff qualification section on the Service Profile for the relevant staff member or review the role of the staff member on the Core Funding Application.

Partner Service must edit and submit their referred back Core Funding Application in order to progress their Core Funding Application towards approval.

Where a Partner service edits the Core Funding Application or Application Change and are referred back three times due to the supporting evidence for their staff member(s) being insufficient, this will result in their Core Funding payments being placed on hold. If the incorrect information is submitted three further times, this will result in their Core Funding Application being declined.

5.5 Staff Vacancies and Update Due Dates

An update due date is a date after which Core Funding payments will be put on hold because of staff vacancies within the service, unless an application change is made by the Partner Service.

Partner Services will have until the update due date to submit an application change to reflect a replacement staff member or reduction in capacity, otherwise the full Core Funding payment will be placed on hold.

An update due date is set on a Core Funding Application/change for the below reasons:

- Partner Services have added a vacancy in the Service Profile and Core Funding Application.
- Partner Services have end dated a staff member in the Service Profile who are associated with the most recent Core Funding Application.

There are differences between the rules surrounding vacancies and employment end dates, please see [5.5.1](#) and [5.5.2](#).

Payments will be affected by these update due dates if they are not actioned on time. The timing around when update due dates come into effect depend on the type of staff vacancy, please see [5.5.2](#) and [5.5.3](#) for further details.

As payments are issued monthly in advance, allocations dated after the update due date will not be eligible for payment until an application change to reflect a replacement staff member or reduction in capacity is approved. In some cases, this will lead to a reduced payment during the main payment run. If required, catch-up payments will be made once an application change has been approved or employment end date is removed if it was added in error.

Employment end dates can be added to the Service Profile on the Hive. Employment end dates may be added in the past for a departing staff member. This could cause update due dates which have already passed. In these instances, Core Funding allocations dated after the Update Due Date has already been paid (due to the Update Due Date being retrospectively added) the allocation status will not be updated however future unpaid allocations will be marked as provisional and payments put on hold until an application change is submitted or employment end date is removed if it was added in error.

The allocations based on the application change will be effective from the change effective date or the application change submission date depending on which allocation rule may apply, please see section 6.4.

5.5.1 Vacancy for in Ratio staff members and Deputy Manager

Vacancies for in ratio staff or Deputy Managers can be included as part of;

- The Core Funding Original Application submission
- Application changes
- The August Review and Confirm submission until the point the August Review and Confirm form is approved or the August Review and Window closes, whichever is earlier.

Assigning a vacancy to an Original Core Funding Application or application change is treated in the same way as a named person is, i.e., the vacancy is included in the staff ratios or Deputy Manager as part of the Staffed Capacity of the service. Adding a vacancy to the Core Funding Application will set an update due date.

When a staff vacancy is included as a staff member on an Original Core Funding Application, the Update Due Date is set to four weeks from the Original Core Funding Application submit date or 1 September, whichever is later.

When a staff vacancy is included in an application change the Update Due Date is set to four weeks from the application change submit date or 1 September, whichever is later.

Partner Services will have until the update due date to submit an application change to reflect a replacement staff member or reduction in capacity. Services will not be paid for allocations dated after the update due date.

Partner Services submitting applications with vacancies before 31 August

After the August Review and Confirm form is approved or the window has closed, no new staff members can be added as a vacancy to a Core Funding application, but existing vacancies can be retained up to the update due date. Staff members can be end dated, which may create vacancies within the service during the programme year.

Partner Services submitting applications with vacancies after 31 August

New Applicants submitting a new Core Funding Application after the August Review and Confirm can include vacancies for in ratio staff or Deputy Managers as part of the Core Funding Original Application submission only. After their Core Funding Application has been approved, no new vacancies can be added to a Core Funding Application, but existing vacancies can be retained up to the update due date.

5.5.2 End dating a Departing In ratio staff or Deputy Manager

Partner Services are required to keep their Service Profile and Core Funding Application on the Hive up to date throughout the year. A Partner Service can submit an employment end date in their Service Profile on the Hive at any time during the year, but this end date cannot be any further than 12 weeks in the future.

When an In-Ratio Staff member and/or Deputy Manager's employment end date is included in the Service Profile, the Update Due Date is set to 4 weeks from the employment end date. However, if the Original Core Funding Application submission date is later than the Update Due Date, the Hive will set the Update Due Date to the Original Core Funding Application submission date.

5.5.3 Update Due Date Managers

A Core Funding Application must have a Service Manager specified. When Service Manager's employment end date is included in the Service Profile, the Update Due Date is set to the following week day after the employment end date. However, if the Original Core Funding Application submission date is later than the Update Due Date, the Hive will set the Update Due Date to the Original Core Funding Application submission date.

5.5.4 Failure to Action Update Due Date

If the necessary updates are not made during the programme year, any outstanding provisional funding allocations will no longer be available at the end of the current programme year or in instances where the application is declined. Approved allocations which were paid past the earliest Update Due Date linked to the most recent approved application, will be recouped.

5.6 Review and Confirm

A Core Funding Partner Service is required to Review and Confirm their Core Funding Application information a number of times within the programme year. The Review and Confirm window will open for specific periods throughout the programme year.

This process enables Core Funding payments to continue by facilitating Partner Services to confirm that no changes have occurred or if changes have occurred to submit an application change. If a Partner Service does not complete the Review and Confirm process within the required timeframe, Core Funding payments will be placed on hold until such a time as the process is completed. Failure to complete the Review and Confirm may result in Core Funding Applications being declined, please see 5.6.1.

Only Core Funding Applications/application changes at an approved status can complete the Review & Confirm process.

If a Core Funding Application is at "Referred back" Partner Services must edit their Core Funding Application /application change to address the reason(s) for being in refer-back status. Once the Core Funding Application is approved, Partner Services must then proceed to complete the Review & Confirm form.

If an application has an Update Due Date in the past, the Partner Service must action this Update Due Date as part of the Review and Confirm. If a Core Funding Application has an Update Due Date in the future, the Partner Service is not required to action the Update Due Date as part of the Review and Confirm. Once the Review and Confirm is approved, normal application change functionality will resume, and the Update Due Date can be actioned.

5.6.1 Failure to complete Review and Confirm

If a Partner Service does not complete a Review and Confirm within the required timeframe, Core Funding payments will be placed on hold until they complete the Review and Confirm. This must be in advance of the next Review and Confirm window opening.

Failure to complete subsequent Review and Confirms within this timeframe noted above will result in the Core Funding Application being terminated from the last paid allocation week of the previous Review and Confirm window or the Update Due Date (if applicable), whichever is earlier.

Failure to complete the August Review and Confirm within this timeframe noted above will result in the Core Funding Application being declined from the Start of the Programme Year.

5.6.2 August Review and Confirm

Partner Services who submitted their Core Funding Application for the 2024/25 programme year on or before 31 August have to complete the August Review and Confirm period. The August Review and Confirm must be completed and at an “Approved” status before payments commence for these Partner Services.

Partner Services who submit a new Core Funding Application on or after 1 September, i.e. during or after the August Review and Confirm window, will not need to complete the August Review and Confirm. The Core Funding Application will need to reach an “Approved” status before payments commence for these Partner Services.

6. Application Changes

6.1 Maintaining Application

Partner Services must ensure that their Core Funding Application is up to date throughout the Programme Year. Where a change has occurred that will have a material change on the Core Funding Application and/or grant values, Partner Services are required to update such changes throughout the programme year using the application changes functionality on the Hive. This functionality is available throughout the programme year outside of the Review and Confirm Process.

Core Funding allocations are based on Staffed Capacity and Graduate Premiums. Once Staffed Capacity as declared on the Core Funding Application is maintained there is no requirement to record short term temporary changes (less than 4 weeks).

For periods longer than 4 weeks, the Partner Service must update their Core Funding Application.

There is no expectation on Partner Services to record every change of staff that occurs within a service.

The Department understands that Early Learning and Childcare Services have to be dynamic and flexible in their day to day staffing arrangements.

Consequently, it is the Department’s expectation that Partner Services input data relating to a Typical Week and only update their Service Profile and Core Funding Application when a significant or material change occurs. Further information on what the Department means by a Typical Week, material or significant change and what this means for Partner Services is outlined below.

6.2 “Typical Week”

All Core Funding Applications must be based on a Typical Week. The Department’s [definition](#) of a Typical Week is a period of time that is representative of an average operating week where the more typical staff rostering is evident.

Examples of an atypical week would be an instance where a room is temporarily closed, a number of staff members are out sick for a couple of days in the week and/or the week of bank holiday.

6.3 Material or significant change

Within the context of Core Funding, the Department defines a material or significant change as one which affects the Typical Week for a period of time greater than four weeks.

This is under the assumption that the Staffed Capacity of the typical week as declared on the Core Funding Application is maintained. If this is the case, there is no requirement to record these changes unless they are going to continue for a period greater than 4 weeks. It is an obligation of the Partner Service to record all material or significant changes on the Hive.

Partner Services must identify and keep a record of such a Typical Week, with a view to using these as a reference point for determining when a material change occurs.

6.4 Change Effective Dates

The Core Funding week starts on a Monday and ends on a Sunday.

On step 1 of an application change (this include Review and Confirm with changes) the Partner Service can record the following change effective dates:

- Service Level and/or Service Manager Change Effective Date - This date should reflect changes to Service level information and Service Manager. E.g., Change in operating hours or change in Service Manager working hours.
- Staff Member and/or Capacity Change Effective Date - This date should reflect changes to staff and capacity within the service. E.g., Staff member becomes a Lead Educator in a room or change in capacity.

Both date fields are mandatory, if the change only relates to one of these areas, Partner Services must include the date of the change in the relevant section and the application change first submitted on date in the other.

Subsequent application changes may impact funding allocations, depending on the type of change submitted. Increases to allocations will be applied from the application change first submitted on date or the most recent change effective date (if referred back), whichever is the later. Decreases to allocations will be applied from the most recent change effective date (if referred back).

If application changes are not submitted in chronological order, previous changes will be superseded by the most recent application change submitted, which will lead to additional administration and may impact funding.

Partner Services must wait until each change is approved before submission of the next change. Therefore, providers should ensure that all information provided is accurate with the correct supporting documentation attached where applicable.

It is the responsibility of the Partner Service to monitor application statuses and notifications on the Hive.

7 Core Funding fee rules

7.1 Fee documentation retention

The Partner Service is responsible for guaranteeing the accuracy of and retention of the record sources related to fees. Partner Services must retain fee documentation that supports Fees Charged to parents/guardians before application of subsidies and information on fee polices shared with parents/guardians between the 2021/22 through 2024/25 programme years.

The Partner Service is responsible for guaranteeing the accuracy of and retention of the following documentation related to fees:

- Parent Statement for Partner Services;
- Parent Statement for Approved Providers where applicable (i.e., if a service does not join Core Funding until after creating at least one Parent Statement for Approved Providers, but does join at a later date, they will still need to retain any Parent Statement(s) for Approved Providers they created).
- Fees Lists and Fee Tables, both current and past;
- Parent agreements/statements/letters for NCS and CCSP for the 2021/22 programme year through to the 2024/25 programme year.
- Evidence of Fees Charged to parents/guardians before application of subsidies for the 2021/22 programme year through to the 2024/25 programme year.
- Any information to parents/guardians which references fees.

Fee Documentation must be available for verification, inspection and fee reviews ([Guidelines on Fee Management - Service Provider Portal \(ncs.gov.ie\)](#))

The Partner Service has also committed to display the Parent Statement for Partner Service at all times in an area accessible to parents/guardians as well as on any online platform maintained by the Partner Service for the purpose of advertising its service or providing information to parents/guardians (see [10.2](#)).

7.2 Fee structure and maximum allowable fee

For Partner Services that are joining Core Funding for the first time in Programme Year 2024/25.

Fees charged by services meeting the above criteria in Programme Year 2024/25 must align with the prescribed Core Funding fee structure, laid out as follows:

Fee Band	Hours per week	Max. Fee €
Band A	Less than 10	65
Band B	Between 10 and 19 hours 59 minutes	130
Band C	Between 20 and 29 hours 59 minutes	195
Band D	Between 30 and 39 hours 59 minutes	260
Band E	Between 40 and 49 hours 59 minutes	325
Band F	More than 50	390

1. Each Fee Band corresponds to a maximum allowable fee for Partner Services before the application of subsidies.
2. Partner Services meeting the criteria above must comply with the fee structure at all times.
3. Where a combination of Service Types are availed of for the care of one child, total weekly cost of provision (i.e., fees charged to parents) must conform to the fee structure.
4. In the event an existing Service Type is above the maximum allowable fee at the relevant Fee Band, the fee must, at minimum, be reduced to the level of the maximum allowable fee for the applicable Fee Band for Programme Year 2024/25.
5. Provision associated with a Service Type may be reduced; however, any reduction must be accompanied by a proportional reduction in cost as laid out in 7.5.
6. Provision associated with a Service Type may be increased; however, any increase in fees must be at or below an amount proportionate to the increase in provision. The new fee value must remain compliant with the fee structure at the relevant service level.
7. Where a Partner Service must reduce their fee to comply with the fee structure, the maximum allowable fee will be set as the new baseline. If a service opts to reduce their level of provision at this point, rules around proportional decreases (see [7.5.11.](#)) will apply from this baseline. Similarly, if a service opts to increase their level of provision at this point, rules around proportional increases (see [7.5.2.](#)) shall apply from this baseline.

8. As detailed throughout this document, all other fees charged which are below the caps set out above are subject to the Fee Management conditions set out in the Fee Rules section.

The common fee structure and associated maximum allowable fees are part of the progressive development of the fee management system under Core Funding. From Programme Year 2025/26, all Partner Services will be required to abide by the above rules.

7.3. New Partner Services and Core Funding First Time Partner Services

7.3.1. New Partner Services that were not in existence on 30 September 2021 and who joined Core Funding in the intervening years must adhere to their fees as charged on the date that they first contracted to Core Funding. If the Partner Service was not charging fees when they first contracted to Core Funding, they must adhere to fees they first charged after contracting to Core Funding. For New Partner Services, all further references to a 30 September 2021 fee baseline can be understood to refer to this date of first contracting. The only exceptions to this are outlined at [7.5.2.](#) and [7.4.11.](#)

7.3.2. To sign up for Core Funding, New Partner Services must submit their fee policies, outlined in their PSPS, and adhere to the fee structure, fee freeze, proportionality, and all other fee management rules from the point of accepting the Core Funding Partner Service Funding Agreement.

7.3.3. Core Funding First Time Partner Services that are applying for and signing up to the Core Funding Agreement terms and conditions for the first time in the 2024/2025 Programme Year must adhere to fees charged to parents for the same services on 30 September 2021 (or fees as charged on the date that they first contracted to Core Funding if they were not established in September 2021) and the Fee Bands outlined in Section 7.2.

7.3.4. For a Core Funding First Time Partner Service that has opened during the 2024/25 programme year, temporary introductory discounts of up to six months in length may be offered to parents, provided that the nature, lifetime and amount of the reduced fee and the official fee charged are communicated to parents. Information surrounding discounts must be clearly communicated to parents in writing (e.g. via email).

7.3.5. Only services that were not in existence on 30 September 2021 and who are applying for Core Funding for the first time in this 2024/2025 programme qualify as new services. This does not include changes of ownership, changes of address or changes of legal structure. New services will have to adhere to the fees charged to parents, as reflected on their fees lists as registered on the Hive, when first contracting for Core Funding.

Where a service undergoes a closure and full deregistration with Tusla and has been closed for over 6 months, and subsequently an owner registers a new service under Tusla in the same location, this will be considered to be a New Partner Service under 7.3 of the Core Funding Rules Document.

7.4. Fee increases are not permitted

7.4.1. Fees must be not increased above what was charged on 30 September 2021 before application of subsidies. An increased charge of any kind for an existing and unchanged Service Type will be in breach of Core Funding rules.

7.4.2. For any Service Types introduced after 30 September 2021, the same rules regarding subsequent fee increases apply as do to those in existence before 30 September 2021, e.g.

changes in provision must result in proportionate changes in fees charged as noted in section [7.5](#).

7.4.3. Where the actual fee charged to parents/guardians on the 30 September 2021 differed from the registered or published fee list (e.g. due to an error in the fee list or a service choosing not to put into effect the approved fee list), the actual Fee Charged takes precedence provided there is documentation that can be given as evidence.

7.4.4. A change to a Fee Policy after 30 September 2021 which results in an increased charge to parents/guardians and which is not proportionate, or is not entirely optional to parents/guardians, is considered to be a breach of the rules.

7.4.5. All discounts that were available on 30 September 2021 or when they first joined Core Funding (whichever is earlier) must remain in place for this Programme Year, provided that they are available for everyone.

7.4.6. Under ECCE rules, the standard weekly capitation is €69.00 for the 2024/2025 programme year. The ECCE rules state that where a child is availing of ECCE as part of the day at a part-time or full-time service the approved provider must reduce the fees paid by the parent/guardian by a minimum of €64.50. Under Core Funding, Partner Services which had been reducing the fee by €69.00 may not decrease the reduction to parent fees from €69.00 to €64.50.

7.4.7. The charges for items and services which were offered to all parents/guardians in a service for free or at discounted rates on 30 September 2021 cannot be increased beyond these levels. This covers both Service Types and Additional Services offered on 30 September 2021. For example, a service which had reduced their fee to all parents/guardians during the Covid-19 pandemic, or had postponed a fee increase due to Covid-19 pandemic, may not increase their fees beyond those in place on 30 September 2021.

7.4.8. Anything that had been included as part of the 30 September 2021 fee cannot now be charged for individually, unless there is a proportionate reduction in the original fee, and the new individual charge is entirely optional to parents/guardians. For example, if meals were included in the original total fee and the service now wishes to charge for them individually, the service must reduce their original fee by 10% (as per [7.6.1](#) below), and make the new offering of meals entirely optional to parents/guardians.

7.4.9. If a Partner Service has decreased their fees below what they charged in September 2021 and kept their level of provision the same, they may later increase their fees again, so long as this fee increase does not surpass what was charged to parents on the 30 September 2021 (Fee Bands may apply as per section [7.2](#)). Provided the level of provision on offer remains the same, a Service Type's fees may fluctuate, with the September 2021 rate serving as the highest possible amount a Partner Service can charge to parents.

7.4.10. Unlike NCS fees lists, ECCE fees lists (and CCSP fees lists for those services still providing care under the CCSP Savers scheme) must be approved by the local CCC. In normal circumstances, fees must not be increased above the levels in effect on 30 September 2021. However, if an ECCE or CCSP fees list had not yet been approved by the CCC until after 30 September 2021, the approved Fees List supersedes the list as of 30 September 2021 except where the latter contained Fees (pre-ECCE deductions) that were in excess of what was charged to parents on 30 September 2021, in this case the later takes precedence, in all other cases the fees list once approved cannot be deviated from

once it has been put into effect. The fees list must be put into effect as soon as possible; waiting longer than four weeks to put it into effect invalidates this provision. The four-week window is required to allow for the appropriate notice to be given to parents/guardians.

7.4.11. In Programme Year 2024/25, Partner Services with fees below a threshold as determined by the Department and shared on the Hive may apply to the Minister for a fee increase up to an approved level. There will be an organisational and financial assessment involved to ensure that there is a demonstrable need for a fee increase before approval is granted.

Partner Services must meet the following eligibility criteria in order to be assessed for an approved fee increase:

- 1) Have submitted their 2022/23 financial returns, if the service was a Partner Service was in contract for any part of the first year of Core Funding.
- 2) Have submitted their 2024/25 Partner Service fee table on the Hive, and confirmed the accuracy of the information contained in this through the submission of their 2024/2025 Parent Statement for Partner Services.
- 3) Have activated a Funding Agreement for Core Funding 2024/25 on the Hive.
- 4) A minimum of one of the fee entries must be below the thresholds as determined by the Department.

Where a demonstrable need to increase a fee is confirmed, the resulting approved increase will not exceed the equivalent increase to the NCS subsidy from September 2024 (€0.74 per hour) for Year 3. For example, an offering of 45 hours will not be eligible for an increase of more than €33.30.

Partner Services who are approved to increase fees will be required to give at least 20 working days' notice to affected parents/guardians before the increase takes effect. As this measure is being introduced under Core Funding 2024/25, no increases can take effect before the beginning of the 2024/2025 Programme Year on 1 September 2024.

Obtaining written approval from the Minister following a successful application is the only circumstance in which a Partner Service may be permitted to increase their fees without also increasing the level of provision.

7.5. New Service Types and Proportionality

7.5.1. Partner Services may create a new Service Type and agree that the fee for any new Service Type will be calculated as not more than a proportion of the closest equivalent fee (for the closest equivalent age range) extant on September 30th 2021 which, all other things being equal, would apply to the eligible child. The proportion of the fee cannot exceed the relative proportion of the Service Type.

7.5.2. Where a Partner Service increases the level of service offered, a higher fee can be charged for this, but the higher fee must be in direct proportion to the increase. For example, an increase in full-day care from 40 hours/week to 50 hours/week represents an increase of 25%. A higher fee can be charged for this but it cannot exceed an increase of 25% of the previous fee that was charged to parents/guardians as of 30 September 2021.

7.5.3. Proportionate fee increases cannot go beyond the maximum allowable fee as outlined in section 7.2., i.e. an increase in the level of service offered which results in a higher fee charged cannot exceed the maximum allowable fee for the applicable fee band.

7.5.4. If a Partner Service is offering a Service Type to a new age range with the same hours as their existing Service Types, the fee should match the fee of the existing Service Type closest to that age range. If the hours are also higher, the fee may be set in proportion to the increase in hours above the closest equivalent Service Type as above, but it may not exceed this due to the different age range. It is acknowledged that age ranges with higher staff-child ratios may incur higher running costs, and this is factored into the allocation of Core Funding.

7.5.5. Where a Partner Service removes a Service Type and replaces it with a new Service Type, for example stops offering Part-Time and replaces this with Full-Time only, the fee charged for the new Service Type must be proportionate to that which was charged for the previous Service Type.

7.5.6. If a Partner Service introduces a new Service Type, discontinues an existing Service Type, or introduces a new fee for a Service Type, they must provide parents affected by this change with 20 working days of notice ahead of change in service offering.

7.5.7. Partner Services that are sessional-only services which have been offering ECCE only (i.e only offering the ECCE programme to ECCE eligible children), and who wish to increase provision and introduce a fee for the additional 30 minutes can do so, provided they follow these rules:

- i)* Those that declared nothing in the “fee excluding ECCE” column in their approved ECCE Fee List can charge up to a proportion of the standard rate but not in excess (i.e. €11.50 per week for the additional 30 minutes per day, or €4.60 per hour, as a proportion of the standard capitation rate of €69).
- ii)* Those that declared a “fee excluding ECCE” lower than standard capitation rate can charge up to the standard capitation rate but not in excess.
- iii)* Those that declared “fee excluding ECCE” the same as the standard capitation rate can charge up to the standard rate but not in excess.
- iv)* Those that declared a higher “fee excluding ECCE” than the standard capitation rate can charge a proportion of their declared fee for the service type.

7.5.8. Where a sessional-only ECCE service has previously been offering the optional extra 30 minutes allowed under the ECCE scheme, this optional extra cannot be considered when calculating fees for a new part-time or full-time offering. The new fee must be proportionate to the registered ECCE fee, (see [7.5.7.](#)).

7.5.9. Partner Services that are sessional-only services which have been offering ECCE only, and who wish to remain sessional, but offer a new service to non-ECCE eligible children can do so and charge fees for these new hours, provided they follow the proportionality rules as stated above.

7.5.10. Where a service is extending their offering from sessional to part-time or full time, or from part-time to full-time, and they were charging different fees to different age groups, they must maintain this fee distinction for the new Service Types and charge fees proportionate to each, as per 7.5.1 above.

For example, a sessional-only service is expanding to part-time. They had a Registered Fee for non-ECCE eligible children and a nominal fee for ECCE children registered (but not actually charged). This service will need to maintain distinct part-

time fees for ECCE-age children, proportionate to their former nominal ECCE fee; and for any non-ECCE age children, proportionate to their former sessional fee. Services in this situation cannot simply choose their preferred existing fee as the basis for calculating a proportionate new part-time/full-time fee; if a distinction exists in their current fee policy it must be maintained.

7.5.11. Where the amount of service offered is decreased, the fee charged must also decrease by at least the same proportion. If a new Service Type with shorter hours is introduced, the fee charged must be set at or below a value proportionate to the closest existing Service Type, as above for cases where the Service Type has longer hours.

7.6. Incorporated Services

7.6.1. Where a Partner Service stops offering meals as an Incorporated Service, (i.e. which were previously included in the fee charged to parents/guardians), they must decrease the fee charged by 10%. Where a service stops offering snacks which were previously included in the fee charged to parents/guardians, they must decrease the fee charged by 5%. Where meals or snacks are newly charged for separately, this must be optional to parents; i.e. parents must be able to supply their own food and not be charged the fee for meals/snacks.

7.6.2. Where a Partner Service stops offering transport that was previously included in the fee charged to parents/guardians as an incorporated service, that fee must be reduced by the equivalent cost of the element that has been removed. For example, if a fee included an overall fee of €200 per week including transport that cost €20 per week, and that Partner Service stopped offering transport, the overall fee must be reduced from €200 per week to €180 per week.

7.6.3. If a Partner Service removes an Incorporated Service from the Fee Policy, any following reintroduction in the form of an optional Additional Service must be charged, at most, in line with the fee decrease.

7.7. Additional Services

Partner Services can continue to offer services in addition to early learning and childcare, subject to the following conditions.

7.7.1. Partner Services cannot increase fees charged for any Additional Service (such as meals) which was included in the fees on 30 September 2021.

7.7.2. Any new Additional Services can be charged for, with fees set at the provider's discretion, barring circumstances outlined in [7.7.1](#), but they must be genuinely optional for the parent (e.g. if a service begins offering meals where it had not before, it may charge for these but must allow parents/guardians to supply a packed meal instead).

7.7.3. If an additional service charge is introduced to fund a tour or outing, for example, a parent must be able to refuse this offer on the basis that they will still receive the early learning and childcare they would be entitled to if the tour or outing had not taken place.

7.7.4. Additional Services cannot be added to ECCE-only Service Type; these can only offer Optional Extras as defined in the DCEDIY Childcare Funding Programmes Optional Extras Guide.

7.8. Donations, Periodic/Voluntary Contributions and Fundraising

7.8.1. Partner Services are entitled to fundraise while participating in Core Funding. There may be tax implications arising for that business or for the person making the donation in the absence of charitable status.

7.8.2. While once off or ad hoc fundraising, charitable donations or others are acceptable under the Scheme and do not contravene the terms and conditions of Core Funding, the Partner Service cannot request such donations from any party, they must be voluntary. For example, any contributions which in reality are compulsory or semi-compulsory rather than voluntary. Partner Services may not introduce fee increases in the form of “voluntary contributions” which are obtained from all parents/guardians or the majority of parents/guardians availing of the service and where there is any form of pressure exerted on those parents/guardians to make that contribution.

7.8.3. Partner Services will neither request nor accept any regular or routine donations, voluntary or otherwise from parents/guardians, in respect of the ELC/SAC services being provided. For example, by the introduction of a weekly/monthly/annual contributions.

7.9. Deposits

7.9.1. A Partner Service agrees that they will not charge any non-refundable deposits (including administration/registration fees/waiting list fees, etc.) to parents/guardians in the respect of their early learning and childcare service for which the deposit was paid.

7.9.2. All refundable deposits which have been taken during the 2024/2025 programme year apply only to the ELC/SAC Service Type the parent/guardian has agreed to. For example, if a parent/guardian has paid a deposit for a part-time Service Type, this deposit will only apply to that Service Type. If the parent/guardian opts to take up a new Service Type, a new deposit can be charged subject to the same conditions.

7.9.3. The Partner Service agrees that all refundable deposits relating to the 2024/2025 programme year must be returned to the parent once the child’s registration is approved on the Hive or within four weeks of the child taking up the place, whichever is sooner.

8 Offering other Departmental Schemes

8.1 Minimum enrolment for Core Funding

There must be a minimum of one child registered to attend each hour of each session in their service.

8.2 Offering ECCE

Partner Services must offer ECCE to eligible children within the meaning of the 2024/2025 ECCE Funding Agreement and Department’s Rules for ECCE Programme 2024/2025.

8.3 Offering NCS

Partner Services must offer the NCS (including income assessed, universal and in particular “sponsor” NCS arrangements) to all children up to the age of 15 within its service where it provides an ELC/SAC service to eligible children within the meaning of the Childcare Support Act 2018, associated regulations and the National Childcare Scheme Policy Guidelines.

8.4 Parents not availing of ECCE or NCS

Where a parent/guardian chooses not to avail of ECCE and/or NCS, Partner Services will have to retain and provide proof of having offered the parent/guardian the option to avail of ECCE and/or NCS and a record of their wish not to do so. These records may be requested by the Scheme Administrator or other agent of the Minister. It will be a matter for the Minister and/or Scheme Administrator to decide whether a clear justification exists for the Partner Service not having registered children on ECCE and/or NCS. In the event that the Minister or Scheme Administrator decides that no justification exists then the provider will be required to register eligible children within its service within 30 days or withdraw from the Funding Agreement 30 days after notice of the Minister/Scheme Administrator’s decision.

8.5 Equal Start

Partner Services who are selected for Equal Start will receive additional funding through the Equal Start stream. Partner Services should note that there is no additional application process for Equal Start. Once selected for Equal Start by the Department, and when a Partner Service is contracted for Core Funding, the Partner Service must comply with all of the rules of Equal Start. Equal Start is a separate and distinct funding stream to Core Funding. If a Partner Service does not wish to participate in Equal Start they must opt of the scheme by notifying the Department by letter or email provided by the Department.

9 Reporting requirements

9.1 Quality Action Plan Report

All Partner Services must complete and submit an end of year Quality Action Plan Report 2023/2024. Partner Services who submit an original Core Funding Application prior to the end of the August Review and Confirm window will be required to complete the Quality Action Plan Report prior to commencing the August Review and Confirm. Failure to submit a Quality Action Plan Report will see Partner Services unable to complete Review and Confirm process which could result in payments being put on hold and/or Core Funding Applications being declined.

Partner Services who submit an original Core Funding Application after the end of the August Review and Confirm window will be required to complete the Quality Action Plan Report prior to accepting the Core Funding Partner Service Funding Agreement 2024/2025. Failure to submit a Quality Action Plan Report will see Partner Services unable to accepting the Core Funding Partner Service Funding Agreement 2024/2025 which will result in the Core Funding Application being cancelled and a new application submission would be required.

9.2 Quality Action Plan

All Partner Services must complete and submit a Quality Action Plan 2024/2025 prior to the November Review and Confirm and all subsequent Review and Confirm Windows. Failure to submit a Quality Action Plan will see Partner Services unable to complete Review and Confirm processes which could result in payments being put on hold and/or Core Funding Applications being declined.

9.3 Financial Reporting

All Partner Services must submit financial returns annually. These financial returns will only need to relate to the Partner Service's Early Learning and Childcare business. The financial returns period covered is the Core Funding Programme Year (1 September to 31 August).

Services that were in Core Funding in 2023/2024 must submit that year's financial returns within six months of the end of the 23/24 programme year.

As a condition of receiving Funding Partner Services must provide the financial reports prepared using the nominal codes in the chart of accounts developed by the Department and published on the Hive. All reports must be uploaded to Core Funding Contractual Requirements Reporting System (CFCRRS)⁵.

Services that sign up to Core Funding in the 2024/2025 programme year will have to submit that year's financial returns within six months of the end of the 2024/25 programme year. It is still a requirement to submit the financial returns even if a service is no longer in Core Funding. This also applies to services that were Partner Services for only part of a programme year due to termination of the Funding Agreement by the Partner Service or the Department; although they are only required to submit returns in respect of the time they were in Core Funding.

The nature of the financial return is changing:

- For 2023/24, an Income and Expenditure Template is required.
- For 2024/25, a full Trial Balance is required.

The returns for both programme years, in both formats:

- must use the nominal codes in the chart of accounts provided by the Department;
- must use templates provided by the Department;
- must be validated and submitted by a Registered Accountant⁶; and,
- must include the following information:
 - Income from parental fees for ELC and/or SAC
 - Income from other and all grants and subsidies from the Department or other departments or public bodies relating to the delivery of ELC or SAC
 - Income from any other source used for the delivery of ELC or SAC
 - Expenditure relating to ELC or SAC under the following non-exhaustive list of categories:

⁵ Please note that the Core Funding Contractual Requirements Reporting System will only be live during certain times during the year.

⁶ The definition of a Registered Accountant is included in the Glossary of Terms for this document.

- Payroll
- Employer costs
- Pension Contributions
- Premises
- Rates
- Insurance
- Materials and equipment
- Other premises costs
- Consumables
- Professional and bank fees
- Vehicles
- Utilities and overheads

Where a sole trader or a company (including a non-profit organisation or charity) engages in activities in addition to ELC and SAC, or a childcare service is part of a larger parent organisation, only income and expenditure relating to the delivery of ELC and SAC must be reported on.

In respect of chains or multisite organisations, financial returns must be provided for each individual service that has a Service Reference Number and is contracted for Core Funding.

The standard and form of these financial records maintained by Partner Services will be outlined in a template to be provided by and returned to the Department as the above validated financial returns.

The standard and form of the financial records maintained by Partner Services enable the following to be clearly established:

- The amount of all grants provided to the Partner Service from any public funding source relating directly or indirectly to the operation of the ELC and/or SAC service including the grantor and purpose of the grant.
- That all grants have been appropriately spent and accounted for on an individuated basis.
- Details of other funding sources relating directly or indirectly to the operation of the ELC and/or SAC service.
- Details of all income relating directly or indirectly to the operation of the ELC and/or SAC service.

Financial reports must be submitted through the Core Funding Contractual Requirements Reporting System, www.cfcrs.ie. Partner Services will use this portal to link a Registered Accountant, who must validate and submit the reports on their behalf.

9.4 TALIS Starting Strong

Partner Services must participate in the OECD TALIS Starting Strong survey being managed by the Central Statistics Office (CSO) if selected as a sample service.

9.5 Failure to provide reports

Receipt of the Grant is conditional upon the provision of all reports as set out under the reporting section of this document and as provided for in the Funding Agreement regardless of whether those reports may fall due after receipt of the final Grant payment in any given

year. Failure to provide all of these reports in full may result in a recoupment of Grant funds or payments put on hold. For the avoidance of doubt all reports remain due even where a Partner Service chooses not to re-join Core Funding in a subsequent year or closes or chooses to leave Core Funding before the reports are due.

Any Partner Service who was in Core Funding during the 22/23 programme year must have submitted their financial returns for that year in order to participate in any future Core Funding Programme years. Any Partner Service who was in Core Funding during the 22/23 programme year and has not submitted their financial returns for that year will be able to sign up for Core Funding but will start the year with their payments put on hold until the returns are submitted.

Any Partner Service who was in Core Funding during the 23/24 programme year must submit their validated financial returns for that programme year no later than 6 months after the end of the 23/24 programme year. Any Partner Service who does not submit their 23/24 financial returns will have their 24/25 Core Funding payments recouped or put on hold.

10 Publishing requirements in Core Funding

10.1 Publishing the Fee Policy

The Partner Service must publish their Fee Policy, using a standard template specified by the Scheme Administrator and/or the Minister. The Fee Policy must be displayed at all times in an area accessible to parents/guardians as well as on any online platform maintained by the Partner Service for the purpose of advertising its service or providing information to parents/guardians. The Fee Policy will be provided as part of the “Parent Statement for Partner Services”.

The Partner Service agrees to allow the Scheme Administrator to publish their Fee Policy online and in any other form, and to publish this data and use the data in aggregate form for the purpose of reporting on fees.

10.2 Publishing the Parent Statement

The Partner Service must publish and distribute to parents/guardians using the service a “Parent Statement” for Parent Services using a standard template specified by the Scheme Administrator and/or the Minister. The Parent Statement must be displayed at all times in an area accessible to parents/guardians as well as on any online platform maintained by the Partner Service for the purpose of advertising its service or providing information to parents/guardians.

The Parent Statement must be provided to parents/guardians via email no later than 4 weeks after signing this Funding Agreement, or no later than 4 weeks after their child starting the service, whichever is the later.

The Parent Statement must also be provided to the Scheme Administrator. The Partner Service agrees to allow the Minister or Scheme Administrator to publish its Parent Statement for Partner Services online and in any other form.

10.3 Changes to Fee Table

Any changes to a service's Fee Policy, subject to the allowable changes under the Funding Agreement, must be reflected in an updated Parent Statement for Partner Services, provided to the Scheme administrator and circulated to parents/guardians via email no later than 4 weeks after the change is made.

10.4 Displaying materials in service

The Partner Service must display and make clearly visible and available to parents/guardians any publicity materials provided by the Department/Scheme Administrator in respect of Core Funding including but not limited to printed materials and electronic material.

10.5 Publishing Core Funding data

The Partner Service agrees that analysis of Core Funding data and all other types of reports may be published on an aggregate and unidentifiable basis by the Department and/or Scheme Administrator.

10.6 Publishing Grant Values

The Partner Service understands and agrees that their participation in the Scheme may be published through the websites of the Department and/or the Scheme Administrator, including the name of the service, the address of the service, the Grant value, and the committed capacity and operational details (hours/weeks etc.) of the service, using the information provided through the Service Profile and the Core Funding Application provided by the Partner Service on the Hive. The Minister reserves the right to publish any other funding received by the Partner Service from the Department for the provision of ELC/SAC

11 Quality Frameworks

11.1. Síolta

The ELC service provided by the Partner Service to children from birth to 6 years old must adhere to the principles of Síolta, the Quality Framework, and Aistear, the 'Early Childhood Curriculum Framework' (www.ncca.ie). The Partner Service may be supported in meeting this requirement through the assistance of agents of the Minister. The Partner Service must facilitate visits and advice from agents of the Minister in this regard.

11.2. Síolta National Quality Guidelines for School Age Childcare (SAC) Services

The SAC service provided by the Partner Service to children over 4 years old and who are attending school must adhere to the principles of the National Quality Guidelines for School Age Childcare Services. The Partner Service must facilitate visits and advice from agents of the Minister in this regard.

12. Withdrawing from Core Funding

12.1. Notice Period for withdrawing from Core Funding

If a Partner Services wishes to withdraw from the Core Funding Programme, they must provide 3 months' notice to the Scheme Administrator. This must be done by submitting a Service Request on the Early Years Hive outlining the withdrawal date and the reason for the withdrawal.

12.2. Notice Period for parents when withdrawing from Core Funding

If a Partner Services wishes to withdraw from the Core Funding Programme, they must provide at least 3 months' written notice to the parents/guardians within their service. A withdrawal template will be provided to Partner Services to give to parents. This template will be optional.

12.3. Meeting Core Funding conditions up to the point of withdrawal and termination

All contractual obligations provided for in the Funding Agreement must be met up to the date the funding ceases, including financial reporting requirements for the period in which the Partner Service was in contract for the Core Funding Programme. Core Funding allocations will be calculated and paid up to and including the week of withdrawal. Where required, any overpayments will be off set against other Department funding programmes.

12.4. Fee Table and Partner Statement when Withdrawing from Core Funding

If a service withdraws from Core Funding during the programme year the Partner Service must generate an updated Approved Provider Fee Table and Parent Statement, i.e., no longer a Parent Statement for Partner Services.

Schedule 3: Core Funding Rates

Base Rates

We offer the Early Childhood Care and Education (ECCE) programme to all eligible children within this services this service.	
Full-time (5+ hours per day) and Part-time (3.5 hours – 5 hours per day)	
Age of child	Value of Core Funding per place per hour
0-1 years of age	€1.86
1-2 years of age	€1.23
2-3 years of age	€1.06
3-6 years of age	€0.76
We offer the National Childcare Scheme (NCS) to all eligible children within this service.	
Sessional (up to 3.5 hours per day)	
0-1 year of age	€1.86
1-2.5 years of age	€1.23
2.5-6 years of age	€0.72
School-age	
4-15 years of age	€0.59

Graduate Lead Educator Premium and Graduate Manager Premium Rates

ECCE and/or NCS even if they are entitled to do so.	
Graduate premium rates per hour	
Graduate Lead Educators in ELC	€4.44
Graduate Managers in ELC or combined ELC and SAC	€4.44

Targeted Measures Rates

Graduate premium rates per hour	
Flat rate for Sessional Only services	€5,000
Minimum base rate allocation	€14,000
Graduate Managers in ELC or combined ELC and SAC	€500,000

Fee Structure and Fee Cap

Fee Band	Hours per week offered under fee option	Maximum allowable fee for New Partner Services
A	Less than 10 hours	€65
B	10 hours to 19hours 59 minutes	€130
C	20 hours to 29 hours 59 minutes	€195
D	30 hours to 39 hours 59 minutes	€260
E	40 hours to 49 hours 59 minutes	€325
F	More than 50 hours	€390

Schedule 4: ECCE and NCS Opt Out Consent Form

Dear Parent/ Guardian,

We are writing to advise you that at [insert name of Partner Service], as per the Core Funding Partner Service Funding Agreement:

We offer the Early Childhood Care and Education (ECCE) Scheme to all eligible children within	
We offer National Childcare Scheme (NCS) to all eligible children within this service	

All parents/guardians whose children attend this service are encouraged to avail of their full entitlement to ECCE and the NCS , and children who are entitled to any category of NCS subsidy are welcome. The Parent Statement for Partner Services includes information on NCS and ECCE, all Service Providers are required to offer it to existing parents/guardians who are availing of services provided by the Service Provider.

As a Core Funding Partner Service, we are required to demonstrate that we have ensured that all parents/guardians are aware of and encouraged to use their ECCE and NCS entitlements.

However, it may be the wish of some parents/guardians not to avail of these even if they are entitled to do so. In cases where a parent/guardian chooses not to avail of ECCE and/or NCS, we are required to retain and provide proof of having offered the parent/guardian the option to avail of ECCE and/or NCS and a record of their wish not to do so.

If you do not wish to avail of ECCE and/or NCS, please complete the following details:

Name of Partner Service	
Address of Partner Service	
Child's name	
Child's date of birth	
In respect of the above named child the undersigned does not wish to avail of	ECCE <input type="checkbox"/> NCS <input type="checkbox"/>
Signature of Parent/Guardian	
Date	

Schedule 5: Eligible Expenditure

Approved areas of Expenditure:

- Costs relating to staffing of Partner Services in the provision of Early Learning and Care and/or School Aged Childcare (ELC/SAC), which may include non-contact time in preparation and review of ELC/SAC provision.
- Costs of staff/owner participation in Continuing Professional Development relating to ELC/SAC including cost of cover for absence due to such participation.
- Costs relating to the administration of the Partner Service including the administration of schemes funded by Department.
- Overheads pertaining to running of the ELC/SAC service including rent, rates, utilities and insurance.
- Any other operational costs, excluding capital costs, which may reasonably be asserted to enhance the quality of ELC/SAC service provision.

For the avoidance of doubt, Ineligible expenditure allowed under the Core Funding:

- Capital costs
- Any other costs which may not reasonably be asserted to enhance the quality of ELC/SAC service provision.

Schedule 6: Framework for Sharing of Personal Data

1. Definitions for Schedule 6

- a. **Controller, Processor, Data Subject, Data Breach, Joint Controller and Personal Data, Special Categories of Personal Data, Processing** and “appropriate technical and organisational measures” shall have the meaning given to them under GDPR.
- b. **“Shared Personal Data”** is the personal data and special category personal data to be shared jointly between the parties.

2. Purpose and Legal Basis

- a. This Schedule sets out the framework for the sharing of Personal Data when one Controller discloses Personal Data to another Controller. It defines the principles and procedures, which the parties will adhere to and the responsibilities the parties owe to each other.
- b. The aim of the data sharing agreement is for the implementation of the Scheme. The Minister is responsible for the implementation of the Scheme. The Partner Service is a Data Controller for Personal Data and Special Categories of Personal Data for the following categories of data subjects:
 - i. parents/guardians and children who avail of ELC/SAC services provided by the Partner Service;
 - ii. staff and personnel of the Partner Service.
- c. The provision of Personal Data by the Minister and the Partner Service to one another and the processing of Personal Data, whether individually or by means of the Scheme database, is:
 - o in the case of the Minister, processing is necessary for compliance with a legal obligation to which the controller is subject (GDPR Article 6(1)(c));
 - o in the case of the Partner Service, processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract (GDPR Article 6(1)(b))
- d. The parties agree to only process Shared Personal Data for the purposes of the Act, and implementation of the Scheme (**Agreed Purpose**).
- e. The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in clause 11.
- f. Pobal, as scheme administrator appointed by the Minister, is a processor of the personal data.

Schedule 7: Equal Start Opt Out

Please send to EqualStart@equality.gov.ie from your Hive registered email account

I confirm that I am the manager/owner of *<insert name of services provider and <DCEDIY Reference Number>*, and that I have signed the Agreement for the provision of CORE FUNDING in PROGRAMME YEAR 3 (2024/2025), and **do not wish to participate in Equal Start or be designated as an Equal Start Service.**

I understand that my service will not be eligible for any additional funding under Equal Start.

I understand I may opt in at a later date by contacting EqualStart@equality.gov.ie

Yours etc.

Service Manager