



**An Roinn Cultúir,  
Oidhreacht agus Gaeltachta**  
Department of Culture,  
Heritage and the Gaeltacht



**FACULTY OF ARTS**  
Charles University

**Grant Agreement**  
**between the**  
**Department of Culture, Heritage and the Gaeltacht**  
**and**  
**Charles University, Faculty of Arts**  
**2019/20 - 2021/22**

**Parties**

***Department of Culture, Heritage and the Gaeltacht***

Registered Seat: Na Forbacha, Gaillimh, Éire.

Represented by Dr. Aodhán Mac Cormaic, Director of Irish

***Charles University, Faculty of Arts***

Registered Seat: Nám. Jana Palacha 1/2, 116 38 Praha 1, Czech Republic

BIN 00216208

Represented by doc. PhDr. Michal Pullmann, Ph.D., Dean

**1. Introduction**

The Department of Culture, Heritage and the Gaeltacht (DCHG), Ireland provides grants to promote the teaching of the Irish language in international educational institutions. The objectives of the fund are to promote and foster goodwill for the Irish language outside Ireland and to provide a platform from which the Irish language can be accessed and showcased as an international language.

This Grant Agreement (the Agreement) is a performance contract in which an agreed level of service is formalised between the Department of Culture, Heritage and the Gaeltacht (the

Department) and Charles University, Faculty of Arts (the University). This is to ensure that resources are used in a cost effective and efficient manner to deliver high-level services to the clients of both bodies. The Agreement will set out the University's targets for the period 2019/20 to 2021/22 and defines the output indicators on which performance will be measured.

The Agreement will support the high level goal of the Department to support the teaching of Irish in international institutions.

## **2. Objectives of the Agreement**

The key objectives of this agreement are:

- to clarify the University's role and objectives;
- to clarify the expectations of the Department in relation to the University;
- to define the inputs and outputs of the University's activities; and
- to measure performance of these functions through monitoring of agreed outputs.

## **3. Commitments**

- Both parties commit to proactive and timely communications, cooperation and information sharing on service delivery.
- Both parties support the effective achievement of agreed targets as well as the promotion of partnership, responsiveness and mutual cooperation in their ongoing interactions.
- Both parties support prompt and timely responses to correspondence, information requests and related matters.
- Both parties commit to keep each other fully apprised and updated on all key issues.
- The University agrees to provide statistics of attendance (attendance table), academic report and a financial report showing the actual expenditure for the previous period.
- The University agrees to abide by all rules and guidelines issued by the Comptroller and Auditor General with regards to the dispersal of state monies.
- Where the University provides financial statements, the University agrees to insert the following in the statement to comply with the requirements of the Department of Public Expenditure and Reform Circular 13/2014:
  - a) Name of grantor organisation (e.g. Department of Culture, Heritage and the Gaeltacht);
  - b) Name of grant programme (e.g. Scéimeanna Tacaíochta Gaeilge);
  - c) Purpose of the grant;
  - d) The amount and period of the total grant and the amount of the grant accounted for in the financial statements if less than the total amount;
  - e) If appropriate, the amount of capital provided and the reported measures used in relation to current and future instalments;
  - f) Number of employees;
  - g) Information in relation to any grant restrictions (i.e. is it for a particular project, or for the delivery of a service);
  - h) Confirmation of compliance with the relevant circulars relating to tac matters (including Circular 44/2006 " *Tax Clearance Procedures Grants, Subsidies and Similar Type Payments*")

- Subject to the provisions of the Department of Public Expenditure and Reform Circular 13/2014, the University agrees to send a signed **Certificate of Assurance** at management level to the Department at the end of the term set out for the grant certifying that the public monies granted were used in accordance with the terms and conditions of the grant.
- The University agrees that it will be publicly announced that it is in receipt of funding from the National Lottery.
- The University agrees that the assistance provided by the Department of Culture, Heritage and the Gaeltacht will be publicised and that the Department's logo and the 20 Year Strategy for the Irish Language 2010-2030 logo will be used.
- The University agrees to maintain statistical records relating to teaching programmes funded. These records shall be provided to the Department on request and shall include, but shall not be limited to, the funding provided for each element of the programme, the number of students enrolled and successful in exams on each course and the number of students attending Irish language courses in Ireland.
- The University agrees to maintain, for a period of five years, financial records relating to teaching programmes funded. These records shall either be provided to the Department on request or, alternatively, the University will facilitate the Department's representatives in inspecting these records on site at the University.

More information regarding **Circular 13/2014** can be found at the following link <http://circulars.gov.ie/pdf/circular/per/2014/13.pdf>

#### 4. Penalty Clause

The Department reserves the right to suspend or cancel the approved funding, or whichever part of it deemed to be fair and reasonable, where the Department sees that reasonable progress has not been made in relation to the Performance Indicators that are set out at No. 7 below or the Department has seen that any of the above conditions and commitments were ignored.

#### 5. Financial Inputs

	2019/20	2020/21	2021/22
Department of Culture, Heritage and the Gaeltacht	€10,760	€10,760	€10,760

Payment of each draw-down is dependent on compliance by the University with Irish public financial procedures. Funding for the years 2020/21 and 2021/22 is contingent on sufficient monies being available to the Department in those years.

## **6. Other Inputs**

Both parties agree to provide sufficient administrative staff in order to ensure the efficient provision of the services detailed in this Agreement.

## **7. Service Levels and Performance Measurement**

### ***Key outputs***

#### **Irish Language Classes**

The Centre for Irish Studies provides Irish language courses at Charles University, Prague and at Palacký University, Olomouc, taught at the following levels:

- Beginners
- Intermediate
- Advanced

Irish language courses at Prague are taught as part of an MA programme in Irish Studies and are also open to BA students of the Department of Anglophone Literatures and Cultures and other students of the University.

The Irish language courses at Olomouc are taught as part of an MA in English and American Studies, and are also open to BA students of the Department of English and American Studies, who can take Irish as an optional Studies.

#### **Conversation Group**

An informal class takes place on a weekly basis and is open to members of the Irish community in Prague, Irish Erasmus students and former Czech students of Irish who have reached a degree of fluency.

#### **Irish Language Summer Schools**

Funding is also being provided for a scholarship to students attending an immersion summer course in the Gaeltacht regions.

## **8. Potential Risk Factors**

1. A low level risk surrounding the availability of sufficient budgetary resources in the Department of Culture, Heritage and the Gaeltacht.
2. A low level risk that the University will fail to fulfil the conditions attached to its financial allocation.

## **9. Financial Allocation**

The Department will formally write to the University setting out:

- Its annual funding allocation.
- The manner in which payment will be made, i.e. instalments.

The University will provide:

- A letter with the University's letterhead seeking payment of each funding instalment.
- A valid Tax Clearance Cert from the Irish Revenue Commissioners.
- Supplier Bank Account details.
- Detailed Academic and Financial Reports in English or Irish
- Completed and signed Statistics Table
- Completed and signed Confirmation of Registration and fees table with a Certificate of Attendance for each student

in respect of each academic year for which funding is being requested.

Payment of each draw-down is dependent on compliance with the procedures above and with any further requirements outlined in this document.

### **10. Flexibility and Amendment of Targets**

Where amendments become necessary, the University and the Department will mutually engage to agree amended output targets.

The Department will require a progress report on all key deliverables on an annual basis. The time-lines for these progress reports will be decided between the Department and the University. This Agreement will be published both on the Department's and on the University's websites.

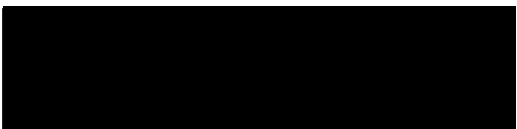
### **11. Personal Data**

Both parties are restricted to treat any personal data obtained, processed or used in any other way for the purposes of or in connection with this Grant Agreement strictly in accordance with the applicable legislation, the General Data Protection Regulation of EU and its implementing legislation in particular. Details of personal data that may be shared, and the responsibilities of both parties in treating such data is outlined in the Agreement in Appendix 3.

### **12. Appendices**

1. Certificate of Assurance
2. Statement of Principles
3. Data Processing Agreement

Where any further reporting is required in accordance with the Department of Public Expenditure and Reform Circular13/2014 <http://circulars.gov.ie/pdf/circular/per/2014/13.pdf>, the Department will liaise with the University.



On behalf of the Department of Culture, Heritage and the Gaeltacht

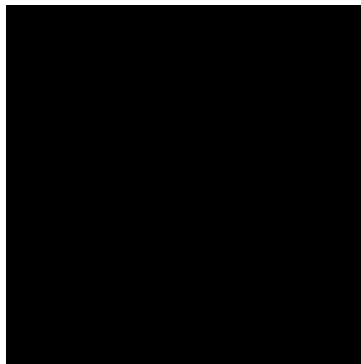
Date: 4/2/2020



**doc. PhDr. Michal Pullmann, PhD., Dean**

On behalf of Charles University, Faculty of Arts

Date: 24.1.2020





## Appendix 1

### Irish Language Support Schemes

#### CERTIFICATE OF ASSURANCE

This Certificate of Assurance should be signed and returned to the Department at the end of the term of the grant. It should be signed by two responsible persons at management or board level. In small organisation, a single management signature is acceptable.

NAME OF APPLICANT: \_\_\_\_\_

PURPOSE OF GRANT: \_\_\_\_\_

AMOUNT OF APPROVED GRANT: € \_\_\_\_\_

DATE GRANT APPROVED: \_\_\_\_\_

This is to certify that the funding approved by the Department of Culture, Heritage and the Gaeltacht was used in accordance with the terms and conditions of the grant.

In my role as manager of the above project, I would like to certify that:

1. Relevant records in the form of reports, management accounts/audited accounts are supplied to the Department;
2. Funding from the Department of Culture, Heritage and the Gaeltacht was used solely for the purposes of this grant and that all the conditions of the grant were complied with.

Signature 1: \_\_\_\_\_

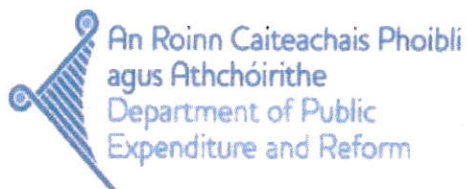
Date: \_\_\_\_\_

Signature 2: \_\_\_\_\_

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



## Appendix 2



### Statement of Principles for Grantees

**Are you in receipt of public funding?**

**This Statement outlines the 4 principles which apply in the case of bodies in receipt of grant funding provided directly or indirectly from Exchequer sources.**

Clarity

Governance

Value for  
Money

Fairness

*This Statement should be brought to the attention of every grant receiving body*

**If you are in receipt of Public Funding you should**

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



## **Appendix 3**

### **Data Processing Agreement**

#### **1. Introduction**

The Department of Culture, Heritage and the Gaeltacht and Charles University, Faculty of Arts will both be responsible for compliance with the Data Protection principles under the EU General Data Protection Regulation (GDPR) and the Data Protection Acts 1988 to 2018 in relation to the specified personal data, and this agreement exists to provide a framework for that compliance.

For the purposes of this agreement the Department of Culture, Heritage and the Gaeltacht will act as Processor of personal data shared by Charles University, Faculty of Arts, acting as the Controller.

The Processor may occasionally receive some personal information of grant applicants for the purposes of providing Grants/Accommodation/etc. for students wishing to avail of Gaeltacht services. The provision of this personal data to the Processor is necessary to support the purposes of the Grant Agreement. The relevant legal bases for such transfer are

- (i) 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; and
- (ii) Performance of a task carried out in the public interest or in the exercise of official authority vested in the controller

#### **2. Shared personal data**

The following types of personal data may be shared between the Parties during the term of this Agreement:

- a) First names of Applicants
- b) Surnames
- c) Home addresses
- d) Date of births
- e) Personal email addresses
- f) Bank details etc.

The processing of the personal data by the Processor shall take place within the terms of this Agreement and only to the extent that the Controller has instructed the Processor to do so, save insofar as the Processor is required by law to act otherwise. The Processor shall not process the personal data for any other purpose than as described in this Agreement.

#### **3. Demonstrating compliance**

The Processor shall keep a record of all its processing activities in relation to the personal data the subject of this Agreement.

The Processor shall make available to the Controller upon request all information necessary to demonstrate compliance with this Agreement and the Governing law.

#### **4. Data subject's rights**

The Processor shall promptly notify the Controller if the Processor receives a request from a data subject to exercise his or her rights in respect of the personal data being processed under this Agreement. The Processor shall promptly notify the Controller if the Processor receives a complaint from a data subject in respect of the personal data being processed under this Agreement.

The Processor shall not respond to a data subject request or complaint unless on the written instructions of the Controller or as may be required by law in which latter case the Processor shall, to the extent permitted by law, inform the Controller of the legal requirement before the Processor responds to the request.

The Processor shall assist the Controller in ensuring compliance with the Governing law insofar as it relates to the exercise by the data subject of his or her rights.

#### **5. Data breach**

The Processor shall, as soon as it becomes aware, but no later than 24 hours after it becomes aware, notify the Controller of a personal data breach affecting the personal data processed in accordance with this Agreement, and shall provide the Controller with sufficient information to enable the Controller to meet its obligations.

The Processor shall cooperate with the Controller and take such reasonable steps as are necessary to assist in the investigation, mitigation and remediation of any personal data breach.