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 Martin Luther University (the University). This is to ensure that resources are used in an effective and cost effective manner to deliver quality services to the clients of both bodies. The Agreement will set out the University's targets for the period 2020/21 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;
- to measure performance of these functions through monitoring of agreed outputs.

3. Commitments

I. Both parties commit to proactive and timely communications, cooperation and information sharing on service delivery.

II. Both parties support the effective achievement of agreed targets as well as the promotion of partnership, responsiveness and mutual cooperation in their ongoing interactions.

III. Both parties support prompt and timely responses to correspondence, information requests and related matters.

IV. Both parties commit to keep each other fully appraised and updated on all key issues.

V. The University agrees to provide statistics of attendance, academic report and a financial report showing the actual expenditure for the previous period.

VI. 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.

VII. 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 tax matters (including Circular 44/2006 “Tax Clearance Procedures Grants, Subsidies and Similar Type Payments”)

VIII. 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.

IX. 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.
X. 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.

XI. 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

<table>
<thead>
<tr>
<th>Department of Culture, Heritage and the Gaeltacht</th>
<th>2020/21</th>
<th>2021/22</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>€4,800</td>
<td>€9,800</td>
</tr>
</tbody>
</table>

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**

The University will offer the following courses:

<table>
<thead>
<tr>
<th>Course</th>
<th>Est. number of Students</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gaeilge I Beginners</td>
<td>40</td>
</tr>
<tr>
<td>Gaeilge II Higher Beginners</td>
<td>30</td>
</tr>
<tr>
<td>Gaeilge III Lower Intermediate</td>
<td>20</td>
</tr>
<tr>
<td>Gaeilge IV Lower Intermediate</td>
<td>10</td>
</tr>
<tr>
<td>Students attending the Gaeltacht (2021/22)</td>
<td>6</td>
</tr>
</tbody>
</table>

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.


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 Certificate 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 maybe 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.

[Signature]
On behalf of the Department of Culture, Heritage and the Gaeltacht.

Date: 16/4/2020

[Signature]
On behalf of Martin Luther University Halle – Wittenberg.

Date: 19 March 2020