**THIS AGREEMENT** made this [ ] day of [ ], 2013 (the “Effective Date”)

**BETWEEN:**

1. **CITIZENS INFORMATION BOARD**, a statutory body whose principal office is at Ground Floor, Georges Quay House, 43 Townsend Street, Dublin 2 (the "**Board**"), which expression includes its successors and assigns, of the first part; and
2. **[ ](***insert* ***name of company)*, hereinafter called ‘The Company’** a company incorporated under the laws of Ireland (Company Registration Number [ ] (insert **company number**), whose registered office is at [ ] (insert **address of company**) (“Company”), which expression shall include its successors and permitted assigns, of the second part;

 each a “party”, and together the “parties”

Recital

1. The Company is a company limited by guarantee.
2. The Company is a “voluntary body” as defined in Section 2 of the Comhairle Act, 2000 (as amended).

**NOW IT IS AGREED AS FOLLOWS:**

**1 Definitions**

1.1 In this Agreement the following words and phrases shall have the following meanings:

“Confidential Information” means Confidential Information as defined in clause 6.

“Financial Assistance” shall mean the single annual grant paid each year in the amount determined by the Board at its discretion and which is solely provided for use by the Company in its provision of the Services in accordance with this Agreement (and which is payable in four (4) instalments each year at such times and amounts as determined by the Board).

“Key Commitments” means the key commitments set out in Schedule 2 to this Agreement.

“Services” means the services as defined in Schedule 1 and 2 to this Agreement.

**2 Financial Assistance**

2.1 The Company intends to provide the Services for the benefit of the target group.

2.2 The Financial Assistance is provided for the sole purpose of facilitating the delivery of the Services by the Company.

2.3 The Company, in order to receive the Financial Assistance, must provide the Services subject to, and in accordance with this Agreement (including the Key Commitments). However, the Company (despite any other term of this Agreement) is under no direct or indirect obligation to provide the Services and may decide not to do so.

2.4 The Company must notify the Board immediately in writing if it decides not to provide the Services in order that the Board may allocate the associated Financial Assistance for other purposes. The Company, in such case, must immediately repay in full to the Board any advance sums previously paid to it for Services pursuant to this Agreement where these Services will not be provided as a result of the Company’s decision.

2.5 The Company is only required to provide the Services specified in this Agreement commensurate with the level of Financial Assistance provided by the Board. Nonetheless, the Company shall on an going basis seek to generate savings and cost-efficiencies in providing and delivering the Services.

**3. Obligations of Parties**

3.1 This Agreement will last for a period of three (3) years from the Effective Date or until the 31st of December 2016 inclusive, whichever is the longer.

3.2 Each party confirms that it has the full power, capacity and authority to enter into and perform this Agreement and the execution and performance of this Agreement does not conflict with or constitute a breach of any contract or agreement of any kind to which it is a party.

3.3 The Company confirms, warrants and undertakes for the duration of the Agreement that:

3.3.1 it will at all times provide the Services engaging suitably qualified, trained and experienced personnel exercising at all times due care, skill and diligence;

3.3.2 it will comply with all applicable Acts, laws and regulations, and all decisions notices, codes and recommendations of any relevant regulatory or Government body in performing its obligations pursuant to this Agreement;

 3.3.3 it will comply with the Key Commitments; and

3.3.4 it will at all times reasonably cooperate with the Board in relation to all aspects of the provision of the Services and shall, promptly, comply with such reasonable requirements of the Board from time to time in relation to the Services, this Agreement or the Financial Assistance.

3.4 The Board is providing the Financial Assistance in accordance with this Agreement in order to support the Company in the provision of the Services.

3.5 The Board shall provide such co-operation and assistance to the Company as the Board considers is required by Irish law.

3.6 Notwithstanding any other term of this Agreement, the Company will, in so far as it is within its competency to do so notify, with all reasonable speed, the Board in writing where any instruction, guidance or similar directive issued by the Board may give rise to inappropriate consequences or any breach of or non-compliance with Irish law.

**4 Payments**

4.1 In order to support the provision of the Services by the Company, the Board shall provide Financial Assistance to the Company*.* As the Board is depending on money being made available to it by the Exchequer, the Financial Assistance payable in any given year is subject to sufficient money being made available to the Board by the Exchequer for this and other similar projects in the year concerned.

4.2 The Company shall hold a valid current tax clearance certificate or a CHY reference number re charitable tax exemption granted by Revenue at all times during the course of the Agreement.  All payments under this Agreement shall be conditional on the Board having evidence that a valid tax clearance certificate or a CHY reference number re charitable tax exemption granted by Revenue is in force at the time payment is due.

4.3 The Company shall comply with the terms of the “*Financial Controls and Reporting Requirements for the Sign Language Interpreting Service in receipt of a Citizens Information Board Operational Grant*” (as amended from time to time) (the “**Financial Controls and Reporting Requirements**”) at all times during the course of the Agreement. This document is referred to in Schedule 2 and incorporated into this Agreement by such reference. All Financial Assistance payments under this Agreement shall be conditional on the Board having evidence of such compliance at the time payment is due.

**5. Intellectual Property Rights**

5.1 The Company agrees that all intellectual property rights (including but not limited to copyright, patents, trade marks, service marks, designs and all other registerable and unregisterable intellectual property rights and any applications for registration of such) arising in relation to the provision of the Services pursuant to this Agreement shall automatically vest in the Board. To the extent necessary to vest title in the Board, the Company hereby fully assigns, as a present and future assignment, and conveys to the Board all such intellectual property rights free from all encumbrances and waives all moral rights in relation to such.

**6. Confidential Information**

6.1 During and after this Agreement, the parties will keep in confidence and use only for the purposes of this Agreement all Confidential Information. “Confidential Information” means information belonging or relating to the parties, their business or affairs, including without limitation, information relating to research, development, products, processes, trade marks, data, diagrams, graphs, methods of manufacture, trade secrets, business plans, customers, finances, personnel data, and other material or information considered confidential and proprietary by the parties or which either party is otherwise informed is confidential or might or ought reasonably expect that the other party would regard as confidential or which is marked "Confidential". Confidential Information does not include any information (i) which one party knew before the other party disclosed it to that party; (ii) which has become publicly known through no wrongful act of either party, or either parties’ employees or agents; or (iii) which either party developed independently, as evidenced by appropriate documentation; or (iv) which is required to be disclosed by law.

6.2 The parties will procure and ensure that each of its employees, agents, servants, sub-contractors and advisers will comply with the provisions contained in this clause.

6.3 If either party becomes aware of any breach of confidence by any of its employees, officers, representatives, servants, agents or sub-contractors it shall promptly notify the other party and give the other party all reasonable assistance in connection with any proceedings which the other party may institute against any such person.

6.4 This clause shall survive the termination of this Agreement.

**7. Termination**

7.1 The Board, at its absolute discretion, may immediately by notice in writing terminate this Agreement, cease providing Financial Assistance, seek repayment of any or all of the Financial Assistance already provided to the Company and/or reduce the amount of the Financial Assistance to be provided if any of the following events occur:

7.1.1 the Company is unable to pay its debts as they fall due, makes any voluntary arrangement with its creditors, ceases trading, any steps are taken to put it into liquidation or examinership, a liquidator is appointed, a receiver is appointed over any of its assets, an encumbrancer takes possession of any of its assets or anything analogous to the foregoing occurs in any jurisdiction or is threatened; or

7.1.2 the Company commits a material breach of its obligations under this Agreement and does not remedy the breach to the satisfaction of the Board within 30 days after a written notice from the Board specifying the nature of the breach, the clause(s) of this Agreement which has been breached and requiring it to remedy the breach.

7.2 The Board may terminate this Agreement, cease providing Financial Assistance, and/or reduce the amount of the Financial Assistance at any time during the term or any renewal thereof by giving the other party 4 months’ prior written notice. While the Board may terminate the Agreement pursuant to this Clause 7.2 without cause, the Board, for information purposes only, shall upon request by the Company, inform the Company of the Board’s reasons for termination.

7.3 The Company may terminate this Agreement at any time during the term or any renewal thereof by giving the other party 4 months’ prior written notice of termination.

7.4 Where:

7.4.1 the Company terminates this Agreement in accordance with Clause 7.3; or

7.4.2 the Board terminates the Agreement in accordance with Clause 7.2,

the Board (except if either of the circumstance set out in clause 7.1.1 or 7.1.2 are applicable or to the extent clause 7.6 applies) will pay to the Company, in respect of Services performed or to be performed pursuant to and in accordance with this Agreement up to the effective date of termination, any unpaid Financial Assistance (*pro rated* where the written commitment extended to a longer period of time) it previously committed in writing to pay to the Company in respect of the period up until the effective date of termination.

7.5 Subject to clause 7.6, if the Board seeks repayment of some or all of the Financial Assistance in accordance with clause 7.1 or the Company terminates this Agreement in accordance with clause 7.3, the Company shall repay in full to the Board all (or such amount as is specified by the Board) of the Financial Assistance payments received by the Company pursuant to this Agreement which the Board requires it to repay and without deduction, abatement, set-off or withholding of any kind immediately on receipt of a written demand from the Board. In default of such repayment, such sums shall be recoverable by the Board from the Company as a simple contract debt in a court of competent jurisdiction.

7.6 The Board may (only) require the Company to repay to the Board Financial Assistance paid to the Company which:

7.6.1 on the effective date of termination, has not been spent by the Company in performing the Services;

7.6.2 was not spent in respect of delivery of the Services or performance of this Agreement;

7.6.3 was used or spent in breach of the requirements of this Agreement; or

7.6.4 was misappropriated or applied fraudulently.

7.7 Subject to clause 7.4, if this Agreement is terminated, no further instalments of the Financial Assistance are payable by the Board to the Company.

**8. Indemnification**

8.1 The Company hereby agrees to indemnify and hold harmless the Board against any liability, loss, awards, claims, proceedings, actions, damage cost or expense whatsoever which the Board may incur due to the act, error, omission, breach, default or negligence of the Company , its employees, contractors, sub-contractors or agents, except to the extent that such arises from an action which the Company takes following a specific, express and direct instruction of the Board in a particular respect.

**9.** **Exclusion of the Liability**

9.1 The Board will not be liable to the Company for any liability, loss (direct or indirect), awards, claims, proceedings, actions, damages, costs or expenses whatsoever which the Company may incur arising out of this Agreement or otherwise.

9.2 Nothing in this Agreement shall exclude or limit the liability of either party for death or personal injury caused by negligence.

9.3 Nothing in this Agreement shall be construed so as to hold harmless the Board of liability under 9.1 above to the extent that such directly arises from the Company following a specific, express and direct instruction of the Board in a particular respect.

9.4 The Company’s liability for breach of this Agreement and negligence or otherwise (including under the indemnity in Clause 8.1) is limited (except in the case of fraud, misappropriation of funds or deliberate and intentional breach) in aggregate to the insured amount for which the Company is covered under the relevant insurance policies it has put in place to cover those risks associated with the delivery of the Services.

**10. Primacy of this Agreement**

10.1 The Company notes and agrees to the terms and conditions contained in this Agreement which take precedence over any other conflicting agreement, including any prior agreement between the Company and the Board.

10.2 In the event of a conflict or ambiguity between this Agreement and any other agreement between the Company and the Board, this Agreement shall prevail, irrespective of any clauses in any other agreement purporting to limit the entire understanding of that agreement between the Board and the Company to that agreement.

10.3 If there is any conflict or ambiguity between any provision in the main body of this Agreement and any provision contained in the Schedules, the provisions in the main body of this Agreement shall prevail.

**11.1 Severability**

11.1.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

**11.2 Force Majeure**

11.2.1 Neither party shall be responsible to the other party for any delay in performance or non‑performance due to any causes beyond the reasonable control of the parties hereto, but the affected party shall promptly upon the occurrence of any such cause so inform the other party in writing, stating that such cause has delayed or prevented its performance hereunder and thereafter such parties shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible.

**11.3 Waiver**

11.3.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**11.4 Counterparts**

11.4.1 This Agreement may be executed in any number of counterparts, each of which shall be an original but such counterparts shall together constitute one and the same instrument.

**11.5 Amendment of this Agreement**

11.5.1 Save as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorised representative of each of the parties to it.

**11.6 Assignment**

11.6.1 This Agreement may not be assigned or transferred or in any way made over to any third party by the Company without the prior written consent of the Board.

**11.7** **No Partnership or Agency**

11.7.1 The Company shall not pledge the credit of the Board nor represent itself as being the Board nor an agent, partner, employee or representative of the Board and shall not hold itself out as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the Board and nothing in this Agreement shall operate so to constitute the Company an agent, partner, employee or representative of the Board.

**11.8 Jurisdiction**

11.8.1 This Agreement shall be governed by the laws of Ireland and subject to the exclusive jurisdiction of the Irish Courts.

 **Execution**

 Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT INDIVIDUAL’S NAME AND POSITION IN THE COMPANY]

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

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

 [INSERT COMPANY NAME]

 Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[INSERT INDIVIDUAL’S NAME AND POSITION IN THE CITIZEN’S INFORMATION BOARD]

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

On behalf of: The Citizen’s Information Board

 **SCHEDULE 1**

**Description of Service to be provided by the Sign Language Interpreting Service**

1. **The Company, in providing the Services, commits to:**
* The development of high quality information, advice and advocacy services for all and to the mainstreaming of such services as far as is possible for people with a disability;
* Upholding citizens’ rights to independent, accurate, free, confidential information, advice and advocacy in order to access their entitlements to public and social services;
* Maintaining a person-centered approach by proactively anticipating changes in citizens needs and in the service environment to ensure its services are relevant and responsive;
* Delivering effective services for users in an efficient manner and at the best possible cost;
* Operating to the highest professional standards guided by the values of collaboration, transparency, mutual responsibility and respect and a dedication to achieve the best possible outcome for service users.

The Board recognises the role, rights and responsibilities of the Company in promoting, representing, advocating and ensuring the availability of quality interpretation services to Deaf people in Ireland.

The Company will cooperate with the Board in the discharge of its regulatory and public accountability responsibilities and undertakes to carry out its activities in line with the Board’s statutory functions and requirements and in particular that the Company will co-operate fully with the Board in relation to the delivery of the content of CIB Strategic Plan 2012 – 2015 in so far as it relates to the work of the Services.

The Company fully acknowledges the Board’s statutory responsibility for advising the Minister for Social Protection in regard to SLIS policy, including Social Policy.

**2. Key Commitments**

**2.1 Responses to service user needs**

In delivering the SLIS service, in response to service user needs, the Company will endeavour to ensure that the service meets the highest standard and will implement all policies and procedures set out by the Board. The Board will consult, as appropriate, with SLIS in the development of such policies and procedures.

The Company will participate in initiatives that are designed to improve the prompt access to services and the quality of service provision to the public and will in as far as is possible co-operate with and use all mechanisms, processes or initiatives to facilitate same for the public.

**2.2 Governance**

The Board of Directors of the Company will be responsible for the overall management and direction of the Company in accordance with its legal obligations, including but not limited to those under the Companies Acts and Charities Acts, and in accordance with the Boards governance requirements, directives in relation to state bodies and the various requirements set out in this Agreement.

**2.3 Financial Controls**

The Company will manage its finances in accordance with the Board’s Financial Controls and Reporting Requirements (as referenced in Schedule 2 of this Agreement). Continued payments to the Company under the terms of this Agreement are subject to compliance with these Financial Controls and Reporting Requirements, co-operation with and implementation of the recommendations of the Boards internal auditors and the compliance with the terms of this Agreement.

**2.4 HR Practices**

2.4.1 For employees, the Board of Directors of the Company will implement policies and procedures to ensure best HR practice, effective communication, team working and development of employees in accordance with their legal obligations as employers and in accordance with the Board’s requirements and as set out in the SLIS Employer Handbook and SLIS Staff Handbook. The Board will provide support in the form of standardised policies and procedures, and through provision of training, HR support and advice.

2.4.2 The Company will establish a culture of learning and continuous improvement where training and other opportunities for learning are seen as an essential part of individual and organisational development.

**2.5 Quality Assurance**

2.5.1 The Company will implement the EFQM (European Foundation for Quality Management) Gold Star Service Excellence programme, will co-operate with the Centre for Competitiveness and the Board regarding same, and will implement as required the Quality Service Standards forSLIS. The Company will continually work to improve the quality of service delivered to clients and the Board will continue to provide support, as appropriate, in this regard.

2.5.3 The Company will use learning to improve performance over time in line with the organisational quality assurance programme and to ensure high satisfaction ratings from users of the Services.

**2.6 Planning, Monitoring and Evaluation**

The Company commits to achieving better outcomes for service users and to represent their interests using feedback mechanisms and research. The Company will ensure that service users will be central to the design, delivery and review of services and activities. The Company shall co-operate fully with the Board in carrying out its responsibilities in monitoring and evaluating the work of the Company.

**2.6.1 Annual workplan**

The Company will, within its resources, agree an annual workplan with specific measurable objectives that will deliver on the commitments contained in this Agreement and on the content of the CIB Strategic Plan 2012-2015 in as far as it relates to SLIS and report on progress as required on same.

**2.6.2** **Meetings, Training, Seminars**

The Company shall participate in and contribute to meetings, training and seminars on relevant themes organised by or on behalf of the Board as may be required from time to time.

**2.6.3 Networking and Service Delivery Meetings**

The Company shall make every effort to participate fully in the networking and co-ordination arrangements including participation in regionally based Service Delivery Meetings and other fora as required by the Board.

**2.7 Assets and Resources**

The Company will ensure that its resources (including premises, furniture & equipment, transport vehicles used by the organisation, consumables, ICT hardware and software, and information and knowledge) are used safely, efficiently and effectively for the benefit of achieving organisational aims and objectives. Resources will be managed in ways which minimise any negative impact on the environment.

2.7.1 The Company will ensure that CIB ICT policies and procedures are consistently implemented. Subject to availability of resources, CIB will provide an ICT infrastructure (hardware, software, telephony and helpdesk services) which facilitates and enhances the efficiency and effectiveness of service delivery and service management. The Company will co-operate and support the implementation of the recommendations of the Board’s Data Strategy.

2.7.3 All assets of the Company purchased from the Board’s funds shall be maintained in good order, repair and condition. No assets of the Company purchased from the Board’s funds shall be hired out, pledged, mortgaged or charged for financial gain. Where the Company ceases to operate, the Company shall agree with the Board the disposal of all of its assets whether funded by CIB or by other public monies. Where such agreement cannot be reached, the assets in question shall revert to the Board.

2.7.4 The Company shall maintain appropriate insurance policies to cover those risks associated with the delivery of the Services including, but not limited to premises, public liability and professional indemnity. Where the Board procures, through a collective or group procurement arrangement, an insurance policy offering at least the same level of cover for those same risks the Company will make arrangements to replace their existing insurance policies with those procured by the Board on expiry of their current policy term.

**2.8 Promotion of Services**

2.8.1 The Company will promote and communicate its services, activities and benefits in appropriate ways that are aligned with the overall CIB Strategy Where possible and appropriate in the circumstances, the Company will promote services and activities to ensure that the broader organisation (Money Advice and Budgeting Services, Citizens Information Services, Citizens Information Phone Service*,* the National Advocacy Service, National Traveller MABS, SLIS) is known among all key stakeholders. Both parties will ensure that communications clearly support the advancement of CIB Strategic Plan 2012-2015.

2.8.2 All publications and promotional material of the Company shall acknowledge that the service is funded and supported by the Board.

**2.9 Corporate Publications, Copyright, Intellectual Property, Confidential Information, Data Protection, Freedom of Information**

2.9.1 Reports on the work done to achieve the objectives in the Company's work plan will be through such system as the Board may specify. The Board may request other additional information from time to time.

2.9.2 Copyright in any documents or other materials furnished by the Board to the Company and by the Company to CIB shall remain in the ownership of the Board.

2.9.3 The Company will comply with relevant legislation under the Data Protection Acts and will protect the integrity of client’s personal information at all times. The Board will provide or arrange for the provision of support in the form of policies and procedures.

2.9.4 As the Company is an organisation funded by the Exchequer through the Board, certain information held by the Company may be subject to the provisions of the Freedom of Information Acts and will maintain such records as are required for this purpose. The Company is obliged to co-operate with the Board in the implementation of the Freedom of Information Act provisions.

**2.10 Networking and Relationship building**

The Company and the Board will build good working relationships with other organisations locally, regionally and nationally to improve efficiency and effectiveness, influence change and achieve better outcomes for service users in accordance with CIB Strategy for the Citizens Information network of Citizens Information Services, Citizens Information Phone Service, National Advocacy Service, Money Advice and Budgeting Service and the Sign Language Interpreting Service. The Company will ensure that it has a broad membership representative of stakeholder interests for the area of its operations.

**SCHEDULE 2**

“Financial Controls and Reporting Requirements for the Sign Language Interpreting Service in receipt of a Citizens Information Board Operational Grant”, means the mandatory set of financial control guidelines and reporting procedures issued by the Board to the Company.

This document may be found at [INSERT WEBSITE ADDRESS] or is available in print on written request to the Board to [INSERT EMAIL OR ADDRESS].

The document may be amended, revised, replaced and updated from time to time by the Board. The Company is responsible for keeping itself appraised of, and adhering to at all times, the latest version of this document.