

**3 MARCH 2015**

**DATED [~~4~~] MARCH 2015  
FUNDING AGREEMENT**

**Between:**

**THE MINISTER FOR PUBLIC EXPENDITURE AND REFORM**

**and**

**THE IRISH NONPROFITS PROJECT LIMITED**

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## SCHEDULES

SCHEDULE 1 GRANTS AND PAYMENT

SCHEDULE 2 PILOT PROJECT PLAN

**THIS AGREEMENT** is dated \_\_ March 2015.

## **PARTIES**

- (1) **THE MINISTER FOR PUBLIC EXPENDITURE AND REFORM**, Upper Merrion Street in the City of Dublin (**the Government Funder**);
- (2) **THE IRISH NONPROFITS PROJECT LIMITED**, a company registered in Ireland No. 553387 having its registered office at Molyneux House, Bride Street, Dublin 8 (**the Company**).

## **BACKGROUND**

- A) The Company has been established as a company limited by guarantee without share capital to conduct a project described in the Pilot Project Plan at Schedule 2 (“The Project”).
- B) The Company is continuing with a project originated by Irish Non Profits Knowledge Exchange (INKEX) funded by the European Commission (under the ‘Eten’ Programme) and others. INKEX was established in 2009 to build a comprehensive, live database of Irish non-profit organizations and the data then obtained is available to it now in this continued project (“Irish Non Profits Data Base”).
- C) In order to promote the visibility, accountability and transparency of Irish non profits organisations in Ireland the Company shall, among other things re-establish the Irish nonprofits database, with multi-annual data from audited financial accounts for the full population of nonprofits in scope.
- D) A key objective of the Public Sector Reform Plan 2014-2016 is to design and deliver better and more cost effective public services, which can deliver better outcomes for users of public services. To achieve this objective, the Government Funder agrees to Fund the Project in order to promote transparency, efficiency and effectiveness of Government Departments and other public bodies’ interaction with the non-profit sector.
- E) From the Commencement Date as hereinafter defined, the Government Funder has agreed to provide a grant to the Company for the purposes of the Project.
- F) This Agreement sets out the terms and conditions under which the Company will receive the grant from the Government Funder. These terms and conditions are intended to ensure that the said grant is used for the purpose for which it has been awarded.
- G) As a condition of providing funding, The Government Funder has required, and the Company has succeeded, in securing match-funding from philanthropic and other sources.

## AGREED TERMS

### 1. DEFINITIONS

1.1 In this Agreement the following terms shall have the following meanings:

**Commencement Date:** \_\_\_\_ March, 2015.

**Board:** the Board of Directors of the Company

**DPER Circular:** The circular of the Department of Public Expenditure and Reform No. 13/2014 concerning management of and accountability for grants from Exchequer Funds.

**Grant:** the sum of €1,950,000 (one million nine hundred and fifty thousand euro) to be paid to the Company by the Government Funder subject to the conditions of Funding as set out in Agreement.

**Grant Period:** the period from the Commencement Date to 31<sup>st</sup> December 2017.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including Know-How and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Know-How:** information, data, know-how or experience and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Project Advisory Committee:** the committee convened and chaired by the Government Funder in accordance with clause 9.3.

1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

### 2. AGREEMENT

The Government Funder and the Company have agreed to observe, perform and comply with the conditions herein contained.

### 3. DURATION

The term of this Agreement shall be the Grant Period.

#### **4. PAYMENT OF GRANT**

- 4.1 Subject to clause 24 (Withholding, suspension or repayment of grant), the Company shall apply the Grant in accordance with the conditions set out in this Agreement, and the Government Funder shall pay the Grant to the Company during the Grant Period, in such instalments and at such times as are set forth in Schedule 1 the first instalment to be paid within 14 days of signing this Agreement and subsequent instalments to be paid within 30 days of the scheduled date for payment.
- 4.2 The Grant monies shall be paid into a separate bank account in the name of The Irish NonProfits Project Ltd., which shall be an ordinary business bank account.
- 4.3 Payment of the Grant and all instalments thereof shall be subject to the Company being in possession of a valid tax clearance certificate and in compliance with all relevant taxation law including but not being limited to Department of Finance Circular 44/2006.
- 4.4 The availability of the Funds over the period of this Agreement will be subject to the general availability of exchequer funds.
- 4.5 The Government Funder shall be under no obligation to fund the Project for sums in excess of €1,950,000 specified in this Agreement.
- 4.6 Save as is expressly provided for in this clause 4, the Government Funder shall have no further or other financial obligation under this Agreement.
- 4.7 No Grant shall be paid unless and until the Government Funder is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 4.8. Should any part of the Grant remain unspent at the end of the Grant Period, the Company shall ensure that any unspent monies are returned to the Government Funder.

#### **PURPOSES OF THE GRANT**

- 5.1 The Company shall use the Grant for the Project, and in line with the indicative budget contained at Schedule 1. The Grant shall not be used for any other purpose without the prior written consent of the Government Funder.
- 5.2 The Company warrants to the Minister that it shall apply the Funds wholly and exclusively for the purposes of the Project.
- 5.3 Under the terms of a policy to be adopted by the Board, the Company will make prudent provision in its annual budgets for operating reserves.
- 5.4 The Company shall not use the Grant to:
- a) make any payment to members of the Board.
  - b) purchase buildings or land; or

c) pay for any expenditure commitments of the Company entered into before the Commencement Date, other than expenditure approved by the Board as having been necessarily incurred for the establishment of the Project; unless this has been approved in writing by the Government Funder.

5.5 The Company shall not spend any part of the Grant on the delivery of the Project after the Grant Period.

5.6 Should any part of the Grant remain unspent at the end of the Grant Period, the Company shall ensure that any unspent monies are returned to the Government Funder, unless otherwise agreed in writing between the Parties.

## **6. ACCOUNTS AND RECORDS**

6.1 The Grant shall be shown in the Company's accounts as restricted funds and shall not be included under general funds.

6.2 The Company shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of all of grants and donations received by it, from whatever source.

6.3 The Company shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of all grants and donations received by it for a period of at least six years following receipt of the same.

6.4 The Company shall comply with all applicable statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.

## **7. FINANCIAL REPORTING**

7.1 The Company shall on request provide the Government Funder with such further information, explanations and documents as the Government Funder may reasonably require in order to establish that the Grant monies have been used properly in accordance with this Agreement.

7.2 The Company shall permit the Government Funder to review, at the Government Funder's reasonable request, the Company's accounts and records that relate to the application of the Grant monies and to take copies of such accounts and records.

7.3 The Company shall make its financial records available for inspection to the Comptroller and Auditor General, as and when required, in accordance with the provisions of the DPER Circular.

7.4 The Company shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.

## **8. ADDITIONAL REVENUES**

The Company is committed to securing additional revenues as set out in Schedule 1, and shall use its best endeavours to secure such revenues so that these are available as and when required, during the Grant Period.

## **9. CONDUCT OF THE PROJECT**

- 9.1 The Company has been incorporated as a company limited by guarantee without a share capital, in order to conduct the Project. The Company shall conduct the Project in accordance with its Memorandum & Articles of Association.
- 9.2 A Project Advisory Committee shall be convened and Chaired by the Government Funder, whose purpose will be to ensure that the deliverables of the Project as set forth in clause 10.2 herein are aligned with the requirements of end-users in government, the philanthropic, non-profit and other sectors, and the public at large.
- 9.3 A Stakeholders' Interest Group shall be convened by the Board of the Company and Chaired by a person nominated by them, to ensure that the Project is being undertaken in a way that reflects the interests of civil society.
- 9.4 Without prejudice to the generality of the foregoing, the Board of the Company shall be responsible for its direction and general governance, as specified in the Company's Memorandum & Articles of Association.

## **10. PROJECT ACTIVITIES AND DELIVERABLES**

- 10.1 The activities of the Project shall include but are not limited to those outlined in the Project.
- 10.2 The purpose of the Project during the Grant Period includes:
- a) The establishment, integration of data already held and maintenance up-to-date by the Company of a list of Irish civil society entities constituted on a not-for profit basis for public benefit and receiving public funds, based on a definition of entities in scope to be adopted by the Project Advisory Committee
  - b) In co-operation with others, the creation of single web-based location where all of the registered identities (registered numbers, business and trading names) of such civil society entities are listed and maintained up to date
  - c) The publication of a searchable website where topical data on all listed entities is freely available to anyone, and where listed entities are able to make additional voluntary information disclosures

- d) The creation and maintenance of a live database of Irish non-profits, derived from the digitisation and aggregation of data from a range of licensed regulatory and voluntary sources
- e) The development in pilot form in cooperation with the Government Funder, government agencies and other third parties, of data services under license which are intended
  - to promote greater transparency, and improve public understanding of the work of Irish civil society entities
  - to pilot practical technical solutions for facilitating cross-agency access to and sharing of data
  - to exploit information and communications technologies as a means of facilitating the interaction between Government and non-profit organisations.

## **11 PROJECT ACCOUNTABILITY AND COMPLIANCE MONITORING**

- 11.1 The Company shall closely monitor the delivery and success of the Project throughout the Grant Period to ensure that the aims and objectives of the Project are being met and that this Agreement is being adhered to.
- 11.2 After an initial period of up to twelve months (to be determined by the Project Advisory Committee) during which the requirements of key stakeholders and prospective end-users are appraised, a review of planned activities and deliverables as set out at Clause 10 will be undertaken to ensure that these are appropriately configured to meet the Project goals.
- 11.3 The Company shall comply with its obligations under Directives 204/18EC on the co-ordination of procedures for the award of public works contracts, public supply contracts and public service contracts; implementing Irish Regulations 2006; guidance notes and circulars published by the Office of Public Procurement.

## **12 ACKNOWLEDGMENT AND PUBLICITY**

- 12.1 The Company shall acknowledge the Grant in its annual report and accounts, and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Government Funder) shall with the prior written approval of the Department, include the Government Funder's name and logo using such templates as may be provided by the Government Funder from time to time.
- 12.2 The Company agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Government Funder.
- 12.3 The Government Funder may acknowledge the Company's involvement in the Project in an appropriate manner without prior notice.

- 12.4 The Company shall comply with any reasonable requests from the Government Funder to facilitate reports, statistics and case studies compiled or conducted by the Company.

**13 INTELLECTUAL PROPERTY RIGHTS**

- 13.1 All Intellectual Property Rights, Know-How, and all right, title and interest in or to any information, data, reports, documents, procedures, forecasts and technology howsoever generated by the Company or in which the Company has secured an interest for the purposes of the Project, shall belong to the Company.

- 13.2 Notwithstanding the provisions of 13.1, The Company agrees that in the event of non-continuance of the Project after the Grant Period, the Company shall give the Government Funder free access to all of the data generated from regulatory (public) disclosures and data voluntarily disclosed by public service bodies.

**14 CONFIDENTIALITY**

- 14.1 Subject to clause 15 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not divulge the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the disclosing party.

- 14.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to information which at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party.

**15 FREEDOM OF INFORMATION**

The Company acknowledges that the Government Funder is subject to the requirements of the Freedom of Information Acts 1997-2014 and, subject to constraints arising from commercial sensitivity or a duty of confidence, shall assist and co-operate with the Government Funder to enable the Government Funder to comply with the same.

**16 OPEN DATA**

The Company shall be mindful of the requirements of the Open Data Initiative within the Open Government Partnership National Action Plan, one of whose objectives is to provide greater transparency in Government grant-making in the non-profit sector. The Company will facilitate initiatives and assist public bodies in giving expression to the Open Data policies.

**17 DATA PROTECTION**

The Company shall (and shall procure that any of its staff involved in connection with the activities under the Agreement shall) comply with the provisions of the Data Protection Act 1988 and the Data Protection (Amendment) Act 2003 (DPA) and any amendments thereto and all of the parties hereto will duly observe all their obligations under the DPA which arise in connection with this Agreement.

**18. LIMITATION OF LIABILITY**

18.1 The liability of the Government Funder under this Agreement is limited to the payment of the Grant.

18.2 The Government Funder accepts no liability for any consequences, whether direct or indirect, that may come about from the Company running the Project or using the Grant, or from the withdrawal or suspension of the Grant or part thereof pursuant to the terms of clause 24 hereof.

18.3 Notwithstanding anything herein contained, the Government Funder shall not be liable for any claim howsoever arising as a result of the negligence, breach of duty, breach of statutory duty or breach of contract on the part of the Company, its servants, agents, licensees or invitees in its operation of this Agreement.

18.4 The Company will indemnify and hold harmless the Government Funder, his servants and agents against all claims, demands, expenses, actions, costs, expenses, losses, damages and all other liabilities and proceedings arising directly from a breach of the terms of this Agreement by the Company.

**19 CONFLICTS, REGISTERABLE INTERESTS & CORRUPT GIFTS**

19.1 The Company confirms that it has carried out a conflicts of interest check and is satisfied that it has no conflicts in relation to, and its obligations undertaken under this Agreement. The Company hereby undertakes to advise the Government Funder forthwith should any conflict or potential conflict of interest come to its attention during the currency of this Agreement and to comply with the Government Funder's directions in respect thereof.

19.2 Any registrable interest involving the Company and the Government Funder, the Ceann Comhairle (Speaker), or any member of the Government, or any member of the Oireachtas, or their relatives must be fully disclosed to the Government Funder immediately upon such information becoming known to the Company and to comply with the Government Funder's directions in respect thereof, to the satisfaction of the Government Funder. The terms "registrable interest" and "relative" shall be interpreted as per section 2 of the Ethics in Public Office Act, 1995 (as amended) a copy of which is available on request.

- 19.3 The Company shall not offer or agree to give any public servant or civil servant any gift or consideration or commission of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of this or any other public contract. Any breach of this clause 19 or the commission of any offence by the Company, any subcontractor, agent or employee under the Prevention of Corruption Acts, 1889 to 2005 shall entitle the Government Funder to terminate this Agreement forthwith and to recover the amount of any loss resulting from such cancellation, including but not limited to recovery from the Company of the amount or value of any such gift, consideration or commission.

## 20 WARRANTIES

The Company warrants, undertakes and agrees that:

- a) it has all necessary resources and expertise to establish the Project and to deliver the outcomes specified in clause 10 herein (assuming due and timely receipt of the Grant),
- b) it shall at all times comply with all relevant legislation and all applicable regulations, and the requirements of the DPER Circular including the requirement where relevant for contracts to be subject to competitive tender, process, which will be discharged honestly, fairly, and in a manner that secures best value for public money and shall notify the Government Funder immediately of any significant departure from any such legislation, regulations or requirements.
- c) it shall comply with the requirements of Health and Safety legislation and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project,
- d) it shall comply with the Data Protection Acts 1988 and 2003 and any amendments thereto,
- e) it has and shall keep in place adequate procedures for dealing with any conflicts of interest,
- f) it has and shall keep in place systems to oversee financial controls, and to deal with the prevention of fraud and/or administrative malfunction,
- g) all financial and other information concerning the Company which has been disclosed to the Funders is to the best of its knowledge and belief, true and accurate,
- h) it is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations under this Agreement.

## **21 INSURANCE**

21.1 The Company shall effect and maintain with a reputable insurance company or companies policies of insurance which shall include:

- public liability insurance with a limit of indemnity of not less than [six million five hundred thousand euros] €6,500,000 in relation to any one claim or series of claims arising from the Project,
- employer's liability insurance with a limit of indemnity of not less than [twelve million seven hundred thousand million euros] €12,700,000 in relation to any one claim or series of claims arising from the Project,
- directors' and officers' Insurance.

21.2 The Company shall (on request) supply to the Government Funder a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **22 ASSIGNMENT**

The Company may not, without the prior written consent of the Government Funder, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of a Grant.

## **23 NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed, all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

## **24 WITHHOLDING, SUSPENSION OR REPAYMENT OF GRANT**

24.1 The Government Funder's intention is that the Grant will be paid to the Company in full. The Government Funder's may at its discretion withhold or suspend payment or require repayment of all or part of the Grant or part thereof if:

- 24.1.1 the Project does not start within 6 months of the Commencement Date and the Company has failed to provide the Government Funder with a reasonable explanation for the delay;

- 24.1.2 the Company uses the Grant or part thereof for purposes other than those for which it has been granted;
  - 24.1.3 the Company provides the Government Funder with any materially misleading or inaccurate information;
  - 24.1.4 the Government Funder considers that the Company has not made sufficient progress with the delivery of the Project.
  - 24.1.5. any member of the Board, employee or volunteer of the Company has acted (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or (b) taken any actions which, in the reasonable opinion of the Government Funder, being or likely to bring the Government Funder's name or reputation into disrepute.
- 24.2 The Funds made are to be made available pursuant to this Agreement are made available by way of grant and that any part of the said Funds which are unspent or were not spent on the Project shall immediately become repayable by the Company but without interest, charges or other expenses.
- 24.3 Should the Company be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Funders as soon as possible so that, if possible, and without creating any legal obligation, the Government Funder will have an opportunity to consider what remedies might be available to resolve the problem or to take action to protect the Government Funder and the Grant monies.

## **25. TERMINATION**

- 25.1 The Government Funder may terminate this Agreement and any Grant Payments on giving the Company 3 months written notice should it be required to do so by financial constraints or for any other reason.
- 25.2 This Agreement shall automatically terminate:
- a. upon the expiry of the Grant Period;
  - b. in the event that the Company ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
  - c. in the event that the Company becomes insolvent, or it is declared bankrupt, or it is placed into receivership, examinership or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or

composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.

**26. No Further Obligation**

In the event of termination of this Agreement pursuant to clause 25 thereof, the Minister shall thereupon be relieved of any further obligation to provide Funds to the Company.

**27. CONSEQUENCES OF TERMINATION**

27.1 Upon the termination of this Agreement, the following clauses shall continue in force: 6.3, 13.2 and 14.

**28. DISPUTE AND CONFLICT RESOLUTION**

Subject to the Parties' respective rights to apply to the courts upon any cause of action at any time, the Parties shall seek to resolve any disputes between them, arising out of or relating in any way to the issues covered by the Agreement, amicably.

**29. NO PARTNERSHIP OR AGENCY**

29.1 This Agreement shall not create any partnership or joint venture between the Government Funder and the Company, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

29.2 The Company shall at all times be an independent contractor for the purpose of this Agreement and the relationship of principal and agent shall not exist between the Government Funder and the Company. For the avoidance of doubt it is expressly declared and confirmed that it is not the purpose or intention of this Agreement to create, nor shall the same be construed as creating any commercial or other partnership or fiduciary relationship between the Government Funder and the Company.

29.3 The employees of the Company are not, and shall not hold themselves out to be (and shall not be held by the Company as being servants or agents of the Minister for any purposes whatsoever.

29.4 The Company warrants that it has the authority to enter into this Agreement and to carry out its obligations and responsibilities under this Agreement.

**30. FURTHER ASSURANCES**

Each party shall, and shall use all reasonable endeavors to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

**31. SEVERANCE**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

**32. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.


**33. WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of that or any other right or remedy.

**34 GOVERNING LAW**

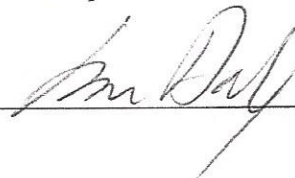
This Agreement shall be governed by and construed in accordance with the law of Ireland and the parties irrevocably submit to the exclusive jurisdiction of the Irish courts.

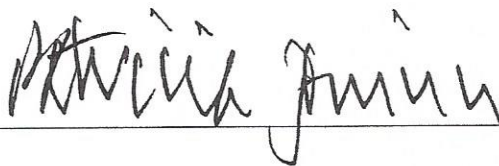
IN WITNESS of which this Agreement has been signed by duly authorised representatives on behalf of the parties on the day and year first stated above.

SIGNED BY: 

being an Officer so authorised by the  
**Minister for Public Expenditure and Reform**  
under section 15(4) of the Minister's and Secretaries  
Act, 1924

**[GOVERNMENT FUNDER]**

In the presence of:   
Witness:

SIGNED BY: 

being an Officer so authorised by the Board of  
**THE IRISH NONPROFIT PROJECT LIMITED**

In the presence of:   
DIRECTOR

## Schedule 1: Grants and Payment

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PROJECTED EXPENDITURE	2015				2016				2017				
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
Payroll incl. data production & recruitment	€100,740	€185,500	€190,200	€198,240	€194,525	€198,871	€203,000	€203,114	€214,000	€207,400	€212,400	€217,000	€2,324,990
Fixed term contracts	€44,000	€25,000	€25,000	€12,500	€20,000	€40,000	€23,500	€30,500	€25,000	€30,000	€27,500	€30,000	€333,000
External Services	€26,000	€27,500	€18,500	€17,500	€51,000	€45,000	€36,000	€32,500	€45,000	€35,500	€45,000	€44,250	€423,750
Data acq., handling, security	€17,500	€17,500	€14,000	€5,000	€12,500	€27,500	€7,500	€5,000	€17,500	€25,000	€7,500	€15,000	€171,500
Website & software costs	€3,850	€42,500	€47,500	€15,000	€20,000	€63,500	€3,500	€43,500	€12,000	€32,000	€4,500	€250	€288,100
Fixed overheads incl. minor capital	€12,250	€52,500	€37,500	€42,500	€37,500	€35,000	€37,500	€35,000	€45,000	€35,000	€40,410	€48,500	€458,660
<b>Expenditure</b>	<b>€204,340</b>	<b>€350,500</b>	<b>€332,700</b>	<b>€290,740</b>	<b>€335,525</b>	<b>€409,871</b>	<b>€311,000</b>	<b>€349,614</b>	<b>€358,500</b>	<b>€364,900</b>	<b>€337,310</b>	<b>€355,000</b>	<b>€4,000,000</b>

PROJECTED INCOME	2015				2016				2017				
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	
DPER	€200,000			€150,000	€250,000	€100,000	€150,000	€150,000	€300,000	€250,000	€150,000	€250,000	€1,950,000
Atlantic Philanthropies	€800,000				€600,000								€1,400,000
Ireland Funds	€10,000		€75,000					€100,000	€115,000			€100,000	€400,000
Licence agreements/government regulators and agencies				€15,000		€10,000		€15,000	€10,000		€15,000	€25,000	€75,000
Licence agreements/others					€10,000				€10,000				€50,000
Other	€5,000		€20,000	€25,000	€25,000	€25,000		€25,000	€25,000	€25,000		€25,000	€150,000
<b>Income</b>	<b>€215,000</b>	<b>€800,000</b>	<b>€95,000</b>	<b>€190,000</b>	<b>€250,000</b>	<b>€735,000</b>	<b>€160,000</b>	<b>€305,000</b>	<b>€310,000</b>	<b>€400,000</b>	<b>€165,000</b>	<b>€400,000</b>	<b>€4,025,000</b>
Income minus exp.	€10,660	€449,500	€237,700	€100,740	€85,525	€325,129	€151,000	€44,614	€48,500	€35,100	€172,310	€45,000	€25,000
Add accumulated reserves (losses)		€10,660	€449,500	€211,800	€111,060	€25,535	€350,664	€199,664	€155,050	€106,550	€141,650	€30,660	
<b>Net</b>	<b>€10,660</b>	<b>€460,160</b>	<b>€211,800</b>	<b>€111,060</b>	<b>€25,535</b>	<b>€350,664</b>	<b>€199,664</b>	<b>€155,050</b>	<b>€106,550</b>	<b>€141,650</b>	<b>€30,660</b>	<b>€14,340</b>	<b>€25,000</b>

Department of Public Expenditure Reform/Irish Nonprofits Project  
Summary projected expenditure and income

	2015	2016	2017	Total
<b>PROJECTED EXPENDITURE</b>				
Payroll incl. data production & recruitment	€674,680	€799,510	€850,800	
Fixed term contracts	€106,500	€114,000	€112,500	
External Services	€89,500	€164,500	€169,750	
Data acq., handling, security	€54,000	€52,500	€65,000	
Website & software costs	€108,850	€130,500	€48,750	
Fixed overheads incl. governance and minor capital	€144,750	€145,000	€168,910	
<b>Total projected expenditure</b>	<b>€1,178,280</b>	<b>€1,406,010</b>	<b>€1,415,710</b>	<b>€4,000,000</b>
<b>PROJECTED INCOME</b>				
DPER	€350,000	€650,000	€950,000	€1,950,000
Atlantic Philanthropies	€800,000	€600,000		€1,400,000
Ireland Funds	€85,000	€100,000	€215,000	€400,000
Licence agreements/government regulators and agencies	€15,000	€25,000	€35,000	€75,000
Licence agreements/others	€0	€25,000	€25,000	€50,000
Other	€50,000	€50,000	€50,000	€150,000
<b>Total projected income</b>	<b>€1,300,000</b>	<b>€1,450,000</b>	<b>€1,275,000</b>	<b>€4,025,000</b>

## Schedule 2: Pilot Project Plan

IRISH NONPROFITS PROJECT LTD. / DEPARTMENT OF PUBLIC EXPENDITURE AND REFORM  
PILOT PROJECT PLAN, 2015 - 2017

BACKGROUND

**Irish nonprofits**

1. Ireland has more than 12,000 nonprofit bodies that deliver a wide variety of public goods and services, many with funding from government and other public sources. Some were created as special purpose vehicles by government, others are the Irish affiliates of international NGOs; many more were established by local communities, special interest groups, civil society leaders or religious congregations.
2. In recent years, the State has proliferated its relationships with this sector: more than 600 individual government departments or agencies make grants totaling ~€4bn to more than 6,000 nonprofit organisations, many of which receive funding from multiple government sources (as well as from the public and from elsewhere). The State also regulates organisations in the sector, whether as companies, as charities, or as specialist service providers for example in healthcare or social housing provision.

**Knowledge deficit**

3. The proliferation in these relationships carries a high cost, both for nonprofits and for funders, policymakers and regulators. Accountability costs are multiplied manifold, even though similar information is usually being provided to every funder. Moreover, accountability does not necessarily translate into transparency, as there are limited requirements for public disclosure, and no mechanisms for cross-agency sharing of data: in fact many funders make their funding decisions in ignorance of one another.
4. From the point of view of nonprofits, there are very limited sources of business intelligence to drive cross-sector cooperation and other operational efficiencies, and competition for a shrinking pot of public money works further against the routine sharing of information.
5. Both government and the sector, therefore, incur disproportionate compliance costs, and lack an information infrastructure to promote a greater focus on performance. The body of important work done by the sector, including not only service provision but also policy analysis and advocacy, is poorly understood and certainly under-recognised. The public desire for more information - about the organisations and people responsible for providing or advocating for so many of their public services – is not served, to the detriment of philanthropic giving.

**Irish Nonprofits Knowledge Exchange 2009 - 2014**

6. In this context, the Department of Public Expenditure and Reform (D/PER) reviewed the work carried out by Irish Nonprofits Knowledge Exchange (INKEx), a four-year nonprofit transparency and disclosure project led by civil society interests and funded by the Irish Government, European Commission, Atlantic Philanthropies and others. INKEx was wound up under a voluntary strike-off in January 2014.

#### The Irish Nonprofits Project Ltd. 2014 -

7. During 2014, the founder and other trustees of the residual assets of INKEx undertook a programme of work to prepare a strategic plan and identify potential funding partners for a new project to exploit the data analysis, database design, web service and web publication technologies it had developed, on a non-commercial, cost recovery only basis. In November, the Trustees incorporated The Irish Nonprofits Project Ltd., a company limited by guarantee without share capital.

#### PROJECT DELIVERABLES 2015-2017

8. The purposes of the project for which a grant has been provided include, but are not limited to
  - a) The establishment, integration of data already held and maintenance up-to-date by the Company of a **list of Irish civil society entities constituted on a not-for profit basis for public benefit and receiving public funds**, based on a definition of entities in scope to be adopted by the Project Advisory Committee
  - b) In co-operation with others, the creation of a **single web-based location where all of the registered identities of such civil society entities** are listed, maintained up to date and made available at no cost to registered users
  - c) The publication of a **searchable public website** where topical data on all listed entities is freely available to anyone, and where listed entities are able to make additional voluntary information disclosures
  - d) The creation and maintenance of a **live database of Irish non-profits**, derived from the digitisation and aggregation of data from a range of licensed regulatory and voluntary sources
  - e) The development in **pilot** form in cooperation with the Government Funder, government agencies and other third parties, of **data services** under license which are intended
    - to promote greater transparency, and improve public understanding of the work of Irish civil society entities
    - to pilot practical technical solutions for facilitating cross-agency access to and sharing of data
    - to exploit information and communications technologies as a means of facilitating the interaction between Government and non-profit organisations.
9. At the end of the three-year pilot project, the company will provide the Department with a report indicating the project outcomes.

## INSTITUTIONAL AND PROJECT GOVERNANCE AND ACCOUNTABILITY

### **Corporate governance and management**

10. The company will be governed by a Board of Directors which will include the Managing Director who will however be excluded from the role of Chair. All non-executive directors will serve on a voluntary (unpaid) basis and will be appointed by the members under the provisions of a competency framework specifying that Directors will be aligned with the vision and public benefit values of the project, and will include persons with experience and/or expertise in
  - civil society leadership, management and governance
  - information and communications technologies
  - philanthropy
  - public administration
  - senior management including legal and financial experience
  - social enterprise
11. The Directors are fully accountable to the members and will carry full responsibility for the effective governance and leadership of the company, and for the public transparency of its mission and goals. A Board governance handbook will set company standards for example on matters such as business and ethical standards, disclosure and management of conflicts etc.
12. The Board will elect its own chair, and will meet eight times per annum (or more frequently if required) to set strategy, review implementation, agree the terms of major contracts, and oversee the performance of the company and its senior managers. An audit and risk sub-committee of the board will be responsible for monitoring financial expenditure, ensuring compliance with relevant regulations including Data Protection, and for maintaining a risk register. The directors will publish an annual report including audited financial statements, and will report to the members at an annual general meeting.
13. The company will employ staff on fixed-term contracts, retain consultants and advisors and enter agreements with professional service providers as required to execute its commitments under the provisions of this plan – a schedule of core staff is attached.

### **Project governance**

14. The Department of Public Expenditure and Reform will convene and Chair a Project Advisory Committee, whose members, besides representatives of the two philanthropic co-funders, will be senior individuals with responsibility for grant/corporate services and/or ICT solutions in key government agencies including for example the HSE, Pobal, Solas, the Social Housing regulator, and others by agreement.
15. Participants will be bodies that have committed actively to engage with the project's e-government and open government proposition and values, and they will commit to providing technical resources where necessary to marry the Irish Nonprofits proposition to the administrative conditions present currently. The Project Advisory Committee will ensure that the deliverables of the Project are aligned with the requirements of end-users in government, the philanthropic, non-profit and other sectors, and the public at large.

### **Public accountability**

16. A sector consultation forum will be convened to ensure that business leaders in the sector are involved in the design, testing and development of solutions that are intended to enhance the quality (reduce duplication, share intelligence) of their interface with government, aside from other direct benefits to the sector. The forum will have a rotating membership derived from civil society organisations including sector representative bodies, philanthropists and analysts will be convened by the company, to ensure that relevant knowledge, experience and buy-in from the sector, philanthropies, the research community and other civil society actors.
17. A strategy will be devised to guide the development and communication of the Irish Nonprofits brand, to ensure all relevant stakeholders perceive the benefits for them and engage with the initiative in a practical way.
18. To give adequate levels of comfort to funders and other project stakeholders about the protection of its assets in the public interest, the company will explore and work towards appropriate certification for an ICT project of this scale and kind. This will involve quality assurance, project information security management, standards and documentation, access control and business continuity management.

### FUNDING

#### **Public grant, philanthropic and other funding**

19. The terms of the Department's offer of grant aid including compliance monitoring are set out in the *Funding Agreement Irish Nonprofits Project Ltd. And Department of Public Expenditure and Reform* dated 3rd March 2015
20. Besides grant aid from the Department, the Company has secured funding from the Atlantic Philanthropies and the American Ireland Funds for a three-year pilot project to pursue its objects. The terms of these offers are set out in bilateral agreements with the two philanthropies respectively.
21. In addition to these monies, the company has committed to raising additional funds during the life of the project as set out in the budget.
22. The analysis of funding from all sources is provided as an attachment to this plan, together with a projected cashflow statement.

## OPERATIONAL REQUIREMENTS - STAFF

### Staff roles, profile and responsibilities

All staff will be retained on contracts of indeterminate duration subject to available funds.

CEO	At least five years' senior management, governance, public sector, nonprofit and/or social enterprise experience	Business leadership, board governance, fundraising and funder relations, business analysis, strategy and planning, engagement with key partners, customers and other stakeholders
SENIOR PROJECT MANAGER	At least five years' general and project management experience at a senior level, ideally in a data services/sales environment	Operational management including staff recruitment and performance management; project governance, documentation and delivery; service procurement and supplier liaison; customer relations
LEAD ANALYST/DEVELOPER	At least five years' senior programming, technical architecture and end-to-end solutions delivery experience in a complex data services environment	Lead responsibility for programme systems specification and design in line with business mission; customer requirements analysis and solution delivery; quality assurance and security; cooperation with external partners.
DATABASE MANAGER	At least three years senior experience in database design, management and deployment	Data warehouse and database design, maintenance and deployment; data security and regulatory compliance; solutions delivery, engagement with external suppliers and partners,
JUNIOR ANALYST/DEVELOPER	At least three years experience and relevant qualifications in a data solutions environment	Database and software maintenance; report writing; liaison with data providers and with public sector tech personnel on projects; support for sector content provision.
DIGITAL MARKETING MANAGER	Relevant qualifications and at least 3 years experience in digital marketing and communications	Sign-up and engagement with ~10,000 registered nonprofits; brand development and marketing communications; website content; public and sector events; social media positioning and content
FINANCIAL MANAGER	Chartered accountancy qualification and at least five years' relevant financial audit experience	Supervision of the proprietary financial harvesting procedures; adaptation of these for non-incorporated entities; supervision and quality control of financial data capture processes including direct keying; oversight of company's own financial systems, management and reporting
OFFICE ADMINISTRATOR	At least three years' experience of office administration including systems management, record-keeping, communications, and certification compliance	Office systems management and record keeping; routine communications with ~10,000 nonprofits; ISO compliance reporting; routine financial controls including grant compliance reporting;
FINANCIAL DATA KEYERS (3)	Part-qualified accountants with at least two years' experience of audit	Keying of ~10,000 sets of audited and unaudited financial statements annually based on set rules and standards.