



Ai Roinn Turasóireachta, Cultúir,
Ealaíon, Gaeltachta, Spóirt agus Meán
Department of Tourism, Culture,
Arts, Gaeltacht, Sport and Media

PERFORMANCE DELIVERY AGREEMENT
Between
The Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media
And
Galway Cultural Development and Activity Company Limited by Guarantee T/A
Galway Culture Company

1. Introduction

This Performance Delivery Agreement is a written statement between the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media (hereinafter referred to as 'the Department') & Galway Cultural Development and Activity Company Limited by Guarantee T/A Galway Culture Company (hereinafter referred to as 'Galway Culture Company') to define the respective roles and responsibilities of the Department and Galway Culture Company and ensure that resources are used in an effective and cost effective manner to deliver an agreed work programme under the Legacy Framework of the European Capital of Culture 2020 in Galway (hereinafter referred to as 'the Legacy Programme') . The Performance Delivery Agreement sets out the key deliverables for Galway Culture Company and outlines the Department's terms and conditions in relation to the provision of grant funding.

This agreement may only be amended by arrangement between the Department and Galway Culture Company. Any such amendment will be documented and shall then form part of the corpus of agreements underpinning the relationship between the parties.

2. Objectives of the Agreement

- a) To ensure a successful delivery of the programme under the Legacy Framework of the European Capital of Culture 2020.
- b) To put in place a clear understanding of the mutual roles of the Department and Galway Culture Company.
- c) To ensure that the structures and arrangements in both the Department and Galway Culture Company are sufficient to ensure robust governance, appropriate oversight and timely support for the delivery of the legacy programme.

3. Governance

Galway Culture Company is governed by a Board of Directors, comprising key stakeholders from Galway and wider region local authority, as well as cultural organisations, broadcast, Irish language, regional development, enterprise and education sectors. Galway Culture Company is also accountable to a number of public funders and strategic partners, namely the Government of Ireland and Galway City and County Councils. This Performance Delivery Agreement addresses the governance arrangements between the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media, and Galway Culture Company.

The objectives of the European Capital of Culture action, under the Creative Europe Programme, have been defined as follows: to safeguard and promote the diversity of cultures in Europe and to highlight the common features they share as well as to increase citizens' sense of belonging to a common cultural area, on the one hand, and to foster the contribution of culture to the long-term development of cities in accordance with their respective strategies and priorities, on the other hand.

The development of a legacy framework to sustain and build on the capacity, networks and opportunities arising from the cultural programme of Galway 2020 is a key deliverable of the overall European Capital of Culture Action. Decision 445/2014/EU of the European Parliament and Council on the Union action for the European Capitals of Culture 2020 to 2033 inter alia sets out that one of the key selection criteria for a successful candidate for the designation of European Capital of Culture is the focus on ECOC legacy activities as part of a long-term cultural policy strategy for the city.

The objective of Galway Culture Company is to create opportunities to engage with EU and International partners and local place-based programming which honours the relationships and builds on the learnings, outcomes and legacies of Galway's many European and Global designations including Galway's designation as European Capital of Culture, UNESCO City of Film, European Green Leaf, European Region of Gastronomy. The company will work closely with Galway City Council and Galway County Council to deliver a collective creative vision for Galway.

Galway Culture Company shall comply with the relevant national requirements, including: Department of Finance Circular 13/2014 *Management of and Accountability for Grants from Exchequer Funds*; Public Financial Procedures; relevant provisions of the Companies Acts; the requirements of the Revenue Commissioners, the Charities Regulator, the Public Spending Code and the General Data Protection Regulations; and, all other enactments and regulations that are applicable and relevant.

4. Roles and Commitments

The Department's mission includes the promotion, nurturing and development of Ireland's culture and arts. This is achieved through its goal to support and develop engagement with and in, the arts, culture and creativity by individuals and communities, enriching lives through cultural activity; and to promote Ireland's arts, culture and creativity globally. The support of Galway Culture Company will contribute to the achievement of this goal.

General mutual commitments

Under this agreement both parties will

- a) Commit to proactive co-operation and timely communication.
- b) Provide prompt and timely responses to correspondence, information requests and related matters.
- c) Keep each other fully informed and updated on all relevant issues.
- d) Adhere to the Public Spending Code, public financial procedures, procurement legislation and all other legislative, policy and reporting requirements.

Commitments by the Department

- a) The Department will provide grant funding of up to €1,000,000 to Galway Culture Company for the delivery of the Legacy Framework from Galway European Capital of

Culture 2020, on the basis of the agreed key performance indicators and schedule, and subject to the relevant legislative, policy, financial and reporting requirements referenced elsewhere in this document.

- b) Subject to the terms of this agreement and to the agreed key performance indicators being met, the Department will provide this funding according to a mutually agreed schedule in respect of eligible expenditure incurred, including qualifying administration costs.
- c) Representatives of the Department will attend both bi-lateral monitoring meetings with Galway Culture Company and separate meetings with Galway Culture Company and the other public funders at least quarterly as outlined in Section 8 (Monitoring and Reporting).

Commitments by Galway Culture Company

- a) Galway Culture Company will deliver an effective legacy programme arising from the European Capital of Culture Programme, according to an agreed schedule and in line with the agreed Legacy Framework.
- b) Galway Culture Company will comply with the requirements set out in Section 5 (Grant Drawdown Requirements).
- c) Galway Culture Company will comply with the requirements set out in Section 8 (Monitoring and Reporting).
- d) Complying with requirements above and the principles of the Value for Money Framework including the Public Spending Code, Galway Culture Company will ensure that the funding made available to implement the Legacy Programme is used promptly and effectively to maximise the benefit to the people of Galway and the local arts community.
- e) Galway Culture Company will develop, implement and monitor programmes, including communications, volunteers, business, tourism and branding.
- f) Representatives of Galway Culture Company will attend both bi-lateral monitoring meetings with the representatives of the Department and separate meetings with the Department and the other public funders at least quarterly as outlined in Section 8 (Monitoring and Reporting).

5. Grant Drawdown Requirements

To draw down Departmental funding, Galway Culture Company will on monthly basis:

- (a) Apply in writing for each drawdown of the grant;
- (b) Ensure each request for payment is accompanied by:
 - i) the most recent quarterly Management report outlining progress against milestones under the key performance indicators outlined in the Schedule to this Agreement;
 - ii) confirmation that, for any funding expended to a partner of Galway Culture Company, that the provisions of a signed Service Level Agreement/Performance Delivery Agreement between the two entities were adhered to;
 - iii) details of upcoming expenditure on programming and priorities for the subsequent two-month period; and,
 - iv) an updated cash-flow statement.

6. Terms and Conditions

Galway Culture Company will undertake to

- (a) Provide confirmation that Codes of Conduct for the Board and employees of Galway Culture Company Limited have been put in place and are adhered to.
- (b) Provide statistical material, briefing material and other information on the legacy programme arising from Galway 2020 as European Capital of Culture as required from time to time by the Department, for the duration of this agreement and through an arrangement with Galway City Council for a period of six years thereafter.
- (c) Provide material to the Department for written responses to any correspondence sent to the Minister about processes and procedures regarding the expenditure of up to €1,000,000, in grant form, as required from time to time by the Department for the duration of this agreement and through an arrangement with Galway City Council for a period of six years thereafter.
- (d) Ensure compliance with best financial management practice including adherence to public financial procedures, legal requirements and Financial Reporting Standards in respect of the expenditure of, reporting on and accounting for these funds.

- (e) Comply with the requirements of Circular 13/2014 including adherence to public financial procedures and the provision of vouched expenditure receipts in advance of release of each tranche of funding, as per the Schedule to this Agreement.
- (f) Use a template, agreed with the Department, for Service Level Agreements/Performance Delivery Agreements between the Galway Culture Company and partner organisations for the delivery of the Legacy Programme, and keep the Department informed in cases where the template is to be amended in respect of specific organisations.
- (g) Ensure that there is transparency in the allocation of funding and monies disbursed from the Department's funding.
- (h) Acknowledge the funding in all Galway Culture Company publicity and reports/publications by inclusion of the Government of Ireland logo and a written acknowledgment of the fact that it is supported by the Government of Ireland under the National Development Plan through the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media.
- (i) Surrender any balance of the grant that remains unspent at the completion of the project on a pro-rata basis with respect to other funding bodies.
- (j) Undertake to provide an audited account to the Department on or before 31 March 2025 giving a detailed breakdown of the expenditure of this grant and of income, expenditure and the asset situation for the entire Programme.
- (k) If following the preparation and presentation of the audited accounts, it becomes apparent that all grant monies drawn down from the Department were not spent in accordance with this agreement, then such funds will be repaid to the Department. These funds shall be deemed a contract debt, recoverable in any Court of competent jurisdiction.
- (l) All paid invoices on which this grant is expended should be retained together for a period of at least six years and be made available for inspection by officials of the Department. Inspections by officials of the Department will be arranged in advance in agreement with Galway Culture Company or Galway City Council, as applicable.
- (m) As the Department reports on all of its expenditure to the Public Accounts Committee and the Department's account is audited by the Comptroller and Auditor General, this agreement reserves the right and entitlement of the Comptroller and Auditor General to

examine, query or audit the documentation of the expenditure of these funds at any time up to or after 2024.

- (n) Galway Culture Company shall bear responsibility in respect of any and all claims howsoever arising from or in connection with the execution of the programme assisted under the terms of this agreement, and shall indemnify and hold harmless the Department in respect of such claims.

The Department will not be liable in respect of any claim by or on behalf of any adviser, manager, volunteer, expert employee, servant, or agent of Galway Culture Company or by or on behalf of any other person who may have a claim against Galway Culture Company arising out of the implementation of this Performance Delivery Agreement.

7. Performance Levels and Performance Measurement

The funding and key performance indicators agreed between the Department and Galway Culture Company are set out in the Schedule to this Agreement.

The provisions set out in the Schedule may be reviewed and amended by mutual agreement.

Continued provision of funding by the Department to Galway Culture Company is contingent on Galway Culture Company's ability to provide quarterly Management reports demonstrating that the agreed milestones attached to the key performance indicators are being met; as well as an end-of-year Auditor's report in which an independent auditor has confirmed that best practice has been applied to the qualifying programme expenditure for funds drawn down.

8. Monitoring and Reporting

Galway Culture Company will hold a quarterly reporting meeting with all public funders of Galway Culture Company and a separate bi-lateral meeting with the Department on progress against milestones under this Agreement.

At least one week in advance of each such meeting, Galway Culture Company will provide a Management report to the Department on progress on meeting agreed milestones under the key performance indicators, to include the following sections:

- Overview of progress on delivery of the programme;
- Updates on governance arrangements, risk management and staffing;
- Budget V. expenditure;
- Progress on Partnership Programmes; and
- Progress in relation to monitoring and evaluation.

An end-of-year management report will be accompanied by an independent Auditor's report confirming that best financial practice has been applied in respect of the expenditure for funds drawn down, which must confirm;

- i. that best practices in transparency, accountability and securing value for money have been followed in respect of the qualifying programme expenditure for which funds are being drawn down;
- ii. where required due to payment levels, valid Tax Clearance Certificates and certification that payees, are tax compliant;
- iii. categorisation of expenditure into agreed headings.

9. Freedom of Information

Information provided to the Department may be disclosed in response to a request under the Freedom of Information Act. The Company should identify any information considered commercially sensitive and specify the reason for its sensitivity before the Department makes a decision on any Freedom of Information request.

10. Duration of the Agreement

This Performance Delivery Agreement shall commence from the date of signing and covers the period from that date until 31st August 2024.

This Performance Delivery Agreement may be terminated before this date by either party if the commitments and terms of the Agreement are not being met.

11. Review of Agreement

The Agreement and attached Schedule may be subject to extension and review at a relevant quarterly review meeting with the Department.

12. Signatories to the Agreement

*Signed on behalf of Galway Cultural Development and Activity Company Limited by Guarantee
T/A Galway Culture Company*



Brendan McGrath
Chairman

**Galway Cultural Development and Activity Company Limited by Guarantee
T/A Galway Culture Company**

Signed on behalf of the Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media



John Kelly
Department of Tourism, Culture, Arts, Gaeltacht, Sport and Media

Schedule
Funding and Key Performance Indicators for Galway Culture Company

Funding allocation

To date the Department has provided €14million of the €15million Government commitment towards the funding of Galway’s hosting of the European Capital of Culture 2020. The remaining €1 million funding will be provided at monthly intervals during 2023, and subject to Galway Culture Company meeting the criteria for the release of funds, as set out in condition 5 of this Agreement above and in compliance with the Key Performance Indicators below.

Key Performance Indicators

The Key Performance Indicators below address the following themes: the Galway Culture Company Legacy Programme; governance and risk: finance and audit; partnership programmes; the Monitoring and Evaluation programme; and the Legacy Programme. KPIs are set out under each theme, with milestones and the timeframe for delivery of the each milestone.

Key Performance Indicator	Milestones	Timeframe
1. Legacy Programme		
Number of funding applications progressed in partnership with stakeholders, and as a result of facilitated International and EU Relationships.	Establishment of Ecosystem of supports for EU and International Funding and Networking.	Completion by end 2023
	Department updated on progress and effectiveness of programme.	Provision of quarterly report on implementation.
	Quarterly report to Department to provide update on projects’ progress relative to contract requirements.	Quarterly monitoring meeting between Galway Culture Company and the Department.
	Evidence of payment to producers for milestones met under contract provided to	

	the Department with request for drawdown of funds.	
Number of new commissions, and opportunities for cultural organisations and artists, funded through opens calls.	<p>Finalisation of a programme responding to Galway, to its place and its people.</p> <p>Submission to Department of the finalised programme.</p> <p>Quarterly report to Department to provide update on projects' progress relative to contract requirements.</p> <p>Evidence of payment to producers for milestones met under contract provided to the Department with request for drawdown of funds.</p> <p>Department updated on progress and effectiveness of programme.</p>	<p>Completion by end 2023</p> <p>Provision of quarterly report on implementation.</p> <p>Quarterly monitoring meeting between Galway Culture Company and the Department.</p>
Implementation of all four actions to support increased participation in culture and increased capacity to delivery.	<p>Implementation of the Wavemaker Volunteer Programme</p> <p>Implementation of a Capacity Building Programme</p> <p>Implementation of Audience Development Projects and Initiatives.</p> <p>Implementation of a Monitoring and Evaluation Programme</p> <p>Department informed of establishment of each programme/initiative and</p>	<p>Completion by end 2023</p> <p>Provision of quarterly report on implementation.</p> <p>Quarterly monitoring meeting between Galway Culture Company and the Department.</p>

	<p>updated on progress and effectiveness of programme(s)/initiatives.</p> <p>Quarterly report to Department to provide update on projects' progress relative to contract requirements.</p> <p>Evidence of payment to producers for milestones met under contract provided to the Department with request for drawdown of funds.</p>	
2. Governance and Risk		
<p>Compliance with regulatory and administrative requirements, namely, provisions of the Companies Act and Charities Regulator, tax clearance, child protection, GDPR, Grant Circular 13/2014, the Public Spending Code and public procurement.</p>	<p>Submission of annual report to CRO and Charities Regulator and copy provided to Department.</p> <p>Internal systems in place to ensure compliance with tax, child protection, the Public Spending Code and public procurement requirements. Policies published on Galway Culture Company website, where applicable. Any breaches of systems notified to the Department immediately.</p>	<p>Annually</p> <p>Ongoing and reviewed at regular monitoring meeting between Galway Culture Company and Department.</p>
<p>Board meetings regularly held and any items of significance arising brought to the attention of the Department.</p>	<p>Dates of Board meetings held notified to the Department by the Finance and Operations Director.</p> <p>Any items of significance arising and the measures to address them notified to the Department.</p>	<p>Quarterly report and monitoring meeting between Galway Culture Company and the Department.</p>

Management control systems in place and any breaches brought to the attention of the Department.	Management control systems developed and monitored by Galway Culture Company Executive Team. Any breaches are swiftly addressed and brought to the attention of the Department.	Quarterly report and monitoring meeting between Galway Culture Company and the Department. Breaches notified immediately to the Department.
Risk Management Policy and risk register in place.	Risk register reviewed, as prescribed, and actions taken where necessary to mitigate risks. Latest risk register provided to Department in advance of monitoring meeting.	Quarterly report and monitoring meeting between Galway Culture Company and the Department.
3. Finance and Audit		
Financial control systems in place and any breaches brought to the attention of the Department.	Financial control systems developed and monitored by Galway Culture Company Executive Team. Any breaches are swiftly addressed and brought to the attention of the Department.	Quarterly report and monitoring meeting between Galway Culture Company and the Department.
Expenditure by Galway Culture Company reviewed and verified by independent accounting practice.	Vouched expenditure examined and verified by independent auditor.	As part of end-of-year management report.

