



Mitigating against Educational
Disadvantage Fund 2021

OPEN CALL FOR FUNDING APPLICATIONS

Guidelines for Education and Training Boards

July 2021

V.1

Introduction

Mitigating Against Educational Disadvantage Fund (MAEDF) aim is to provide funding to support educationally disadvantaged learners in accessing and participating in community education. The fund was first made available in 2020 with over 500 community education projects funded through the 16 Education and Training Boards. The projects funded varied from projects to help support online learning, connect communities and providing social supports to the most disadvantaged.

A call for proposals for the 2021 Mitigating Against Educational Disadvantage Fund is now open with a closing date of 24th September 2021 for receipt of applications from ETBs.

These guidelines provide the following:

- The overarching principles of the fund
- Conditions of funding
- Application process and requirements
- Funding criteria
- Allocation of funding
- Reporting requirements

Overarching principles of the fund

The purpose of the Mitigating Against Educational Disadvantage Fund 2021 (MAEDF 2021) is to assist Education and Training Boards to increase their capacity and that of community education providers to address the decline in participation of disadvantaged learners particularly those on literacy and basic skills programmes at NFQ levels 1 to 3. The Fund places a strong focus

on community education as a mechanism to continue to support and engage with disadvantaged learners. In addition, there is a focus on enabling the investment in building the digital infrastructure of providers and their capability to ensure that online learning/blended learning can be delivered in a way that meets the complex needs of learners. Proposed projects should have no adverse impact on existing services or provision funded through the ETB.

Conditions of funding

Governance

Education and Training Boards (ETBs) are responsible for the administration and management of funding allocated by SOLAS to the ETB under Mitigating Against Educational Disadvantage Fund 2021. ETBs must satisfy themselves that any onward grants comply with all statutory, European Union and other obligations that apply and as set out in the SOLAS terms and conditions of funding dated 1st January 2021 (**see appendix 4**)

Documentation

The attached documentation must be used (ETBs may use additional documentation if they wish). All related documentation associated with this fund including applications not recommended for funding to be retained for audit purposes. SOLAS may request individual project applications to be submitted.

Expenditure

Approved funding allocation for any project under the MAEDF 2021 must;

- (a) Be used for specific purpose intended.
- (b) Be expended for by 2021 year-end.
- (c) Not be used for any pay costs or costs of a recurring nature.

Application process and requirements

ETBs to invite Managers of **Community Education Provision** (either internal to the ETB or external Community Education Providers) to make application under the criteria above.

Provider Application Process

Appendix 1 contains the '*Mitigating Against Educational Disadvantage Fund 2021 Application Form*' this form must be used by external applicants for funding under this grant. Appendix 2 contains the application form to be used for internal funding of projects under the MAEDF 2021.

Review of Applications

Each ETB to review applications received using the funding criteria to determine which applications ought to be funded. Successful applications recommended by the ETB for funding must also be prioritised for funding consideration by SOLAS. To ensure a fair disbursement of funding the prioritisation will be used by SOLAS where funding requests exceeds the funds available. The following factors should be considered when reviewing applications for funding

1. Does the initiative have a clear and demonstrable educational outcome?
2. Would funding this initiative result in the duplication of the work and funding of agencies whose specific remit is community development?
3. Would funding this initiative duplicate other SOLAS funding to the same organisation for the same purpose and/or same group of learners?

4. Demonstrate that the application for funding has been reviewed using the set criteria?
5. Can the initiative outcomes be linked to beneficiaries on PLSS?
6. Have you satisfied all governance requirements and assurances on how this funding would be spent if approved?

Each ETB when reviewing MAEDF 2021 applications should consider from a good practice perspective using an internal review group.

Submission of MAEDF 2021 Funding Requests to SOLAS

All MAEDF 2021 submissions made by an ETB must meet the funding criteria for this fund and the SOLAS '**Terms and Conditions of Funding**' as set out in its letter of 1st January 2021. MAEDF 2021 funding requests as recommended by ETBs are submitted to SOLAS using the attached spreadsheet form 'MAED 2021 FRF' (Mitigating against Educational Disadvantage 2021 Funding Request Form) (**see appendix 3**). Completed forms to be submitted via email to maedf@solas.ie on or before the closing date.

Closing Date for MAEDF 2021 Funding Requests

SOLAS closing date for receipt of MAEDF 2021 funding requests from ETBs is:

24th September 2021

Requests from ETBs to be submitted using form 'MAED 2021 FRF' to maedf@solas.ie

Funding Criteria

Listed as follows are four categories eligible for funding consideration. Applications should be considered for any one or more than one of the following

- 1) Digital Technologies
- 2) Learner Assistance Fund
- 3) Reach-out and/or Mentoring
- 4) COVID-19 Recovery Exceptional Circumstances

1) Digital Technologies

Supply of devices where deemed to be a barrier to learning. Consideration to be given to:

- The use of a laptop loan scheme (similar to that used by the HEA).
- A managed device service to ensure IT supports are available to providers to maximise the mitigation of barriers and ICT resourcing at local level.
- Secure relevant software and systems to facilitate high quality learning and delivery.
- Secure CPD training as required.

Note please capital threshold is based on the cost of any item in excess of €1,000 including VAT. Capital items **cannot be funded** through this grant.

2) Learner Assistance Fund

The Learner Assistance Fund is available to help where appropriate with costs such as:

- books and class materials

- rent and other utility bills
- food
- essential travel
- childcare costs
- medical costs

The above list is not exhaustive however, it is important that the nature and appropriateness of the expenditure for which assistance is being provided is clearly identified.

3) Out-reach and/or Mentoring

Re-engagement with Learners through Outreach, Engagement and Mentoring Fund is designed to assist with costs associated with activities such as:

- Awareness raising
- Services to promote re-engagement

The above list is not exhaustive however, it is important that the nature and appropriateness of the expenditure for which assistance is being provided is clearly identified.

4) COVID-19 Recovery Exceptional Circumstances

COVID-19 Recovery Exceptional Circumstances Fund for Community Education to address educationally disadvantaged learners.

Allocation of funding

ETBs will review project applications for funding, ETB recommended projects for funding under MAEDF 2021 will be submitted to SOLAS using the funding request form (MAED 2021 FRF). Funding requests received from ETBs will be reviewed by SOLAS. SOLAS may request additional project details to assist its review of funding requests. ETBs will be notified of the outcome of the SOLAS funding requests review. To ensure a fair disbursement of funding the prioritisation detailed on the funding request will be used by SOLAS where funding requests exceeds the funds available. To facilitate timely allocation of funds closing date for receipt of applications is; **24th September 2021**

Reporting requirements

ETBs will be required to report on how the funds were utilised, the expenditure incurred, the benefits derived, and the number of learners that benefited from the funding. A report template will be issued to ETBs for completion and return to SOLAS before the end of February 2022.

APPENDIX 1



External Application Form for Funding

Note: Projects to be completed by 2021 year-end. Funding applications must be submitted through your local ETB.

Section 1. Community Group/Project Information

Part 1 - to be completed by all applicants

Part 2 - if applicable, where the ETB does not have the up-to-date details relating to Tax Clearance and Bank Account.

Section 1 - Part 1 – Community group/project			
Name of Community Group:			
Title of Project proposed:			
Contact details			
Contact Person:		Role in organisation	
Address:			
Email:		Telephone	
Funding			
Have you received Mitigating against Educational Disadvantage Funding from another source?			Yes/No
If yes, please answer the following questions			
Source(s) of this funding:		Intended purpose of this funding:	
Section 1 – Part 2 complete if applicable			
Tax Clearance (Please attach details of your current Tax Clearance Access with this application)			
Tax Registration Number:			
Tax Clearance Certificate Number:			
CHY Number (if applicable):			

Bank Details			
Name of Bank:			
Address of Bank			
Sort Code:		Account Number:	
IBAN:			
Section 2 – Project costs/funding			
Cost of project:	€		
Grant request (the grant amount sought in this application)	€		
If the total cost of the project is greater than the amount of the grant sought, please outline where and how the balance of funding will be secured:			
Project costs for each of the following, where applicable (<i>grant amount sought for each</i>):			
Digital Technologies	Learner Assistance Fund	Out-reach /Mentoring	COVID-19 Recovery Exceptional Circumstances
€	€	€	€

Section 3 - Project Details
Project proposed

Please provide a synopsis of the project proposed under the specific funding criteria that funding is sought for:

Funding Criteria	Target group	Funding purpose
Digital Technologies		
Learner Assistance Fund		
Out-reach/ mentoring		
COVID-19 Recovery Exceptional Circumstances		

Please include any additional information regarding the target group(s) you wish to add to support this application:

Please provide information demonstrating how this funding intends to mitigate against educational disadvantage for the cohort you are working with:

Please outline how the funding can complement and/or enhance the current provision of similar education in the area.

Please clarify how this funding will support the learners to achieve positive outcomes as a result of this investment

Please indicate how the benefits of this funding be measured:

Please provide information on how this project represents value for money and indicate what steps the project has taken to ensure avoiding duplication with existing services in the area:

Section 4 – Submission Details

I declare on behalf of *insert organisation name*

That I have the appropriate authority to make this submission for funding. This application for funding form is fully completed and the information provided is a full and accurate account of how the funding (if allocated) will be used in 2021.

Signature

Print name

Position in organisation

Date

Applications to be submitted to:

(ETB to provide this detail)

Closing date for receipt of applications:

(ETB to provide this detail)

APPENDIX 2



Internal ETB Application Form for Funding

Note: Projects to be completed by 2021 year-end.

Section 1 – Project

Title of project	
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Section 2 – Project – Financial details

Cost of project	€
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Grant Request (the grant amount sought)	€
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If the total cost of the project is greater than the amount of the grant sought, please outline where and how the balance of funding will be secured:

Project costs for each of the following, where applicable (the amount of funding sought):

Digital Technologies	Learner Assistance Fund	Out-reach/mentoring	COVID-19 Recovery Exceptional Circumstances
€	€	€	€

Section 3 – Project details

Project proposed

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Please provide a synopsis of the project proposed under the specific funding criteria that funding is sought for:

Funding Criteria	Target group	Funding purpose
Digital Technologies		
Learner Assistance Fund		
Out-reach/ mentoring		
COVID-19 Recovery Exceptional Circumstances		

Please include any additional information regarding the target group(s) you wish to add to support this application:

Please provide information demonstrating how this funding intends to mitigate against educational disadvantage for the cohort you are working with:

Please outline how the funding can complement and/or enhance the current provision of similar education in the area.

Please clarify how this funding will support the learners to achieve positive outcomes as a result of this investment

Please indicate how the benefits of this funding be measured:

Please provide information on how this project represents value for money and indicate what steps has been taken to ensure avoiding duplication with existing services in the area

Application submitted by

Signature

Print Name

Position in ETB

Date

Completed applications to be returned to:

(ETB to provide this detail)

Closing date for receipt of applications:

(ETB to provide this detail)

APPENDIX 3

ETB MAED 2021 Funding Requests Form

ETB name	Submit to SOLAS on or before 24th Sept 2021 to maedf@solas.ie
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Part 1 – Funding requests

Funding Request Priority	Internal or External Project	Project Title	External Grantee Name	Overview of target beneficiaries for this project	Summary of how this project will mitigate against educational disadvantage	Funding Criteria – Amount Requested				Total amount
						Digital Technologies	Learner Assistance	Out-reach/ mentoring	COVID-19 Recovery Exceptional Circumstance	

Part 2 - Declaration

Declaration			
I declare the following on behalf of	<i>Insert name of ETB</i>	Education and Training Board	
I have the appropriate authority to make this submission for funding and the ETB will comply with DPER Circular 13/2014. This request for funding complies with the guidelines for mitigating against educational disadvantage fund 2021 (July 2021), the supporting documentation is retained for audit purposes and information provided is a full and accurate account of how the fund will be used in 2021.			
Signature	Print Name	Position in ETB	Date
Signature	Print Name	Position in ETB	Date

APPENDIX 4

SOLAS Terms and Conditions of Funding to ETBs

These Terms and Conditions set out the formal relationship between SOLAS and the ETB. The foundation of the relationship is the provision of funding by SOLAS to the ETB, for the provision by the ETB of further education and training services ('The Services'), as set out in statute.

Services

1. In consideration for receipt of the Funding, the ETB shall:
 - 1.1 Provide the Services as set out in the annual funding allocation Grant Approval Letter and its associated Funding Allocation Request and associated documents, schedules and guidelines in response to the annual SOLAS Overarching Planning and Funding Parameters Document.
 - 1.2 Agree to abide by the Terms and Conditions contained herein.
2. Unless otherwise agreed with SOLAS in writing and in advance, the ETB shall only apply the Funding in accordance with the provisions of these Terms and Conditions for the Services set in the annual Funding Allocation Grant Approval Letter to the ETB and its associated Funding Allocation Request and associated documents, schedules and guidelines in response to the annual SOLAS Overarching Planning and Funding Parameters Document.
3. At all times, the ETB shall co-operate with SOLAS in connection with the provision of the Services and shall address and resolve any issue(s) which may impact on the provision of the Services in accordance with the Service Levels in the ETB Grant Approval Letter and its associated Funding Allocation Request and associated documents, schedules and guidelines in response to the annual SOLAS Overarching Planning and Funding Parameters Document.
4. SOLAS may alter, add to, modify or amend the Services, the Service Levels, the approved Funding allocation and/or any other obligations arising pursuant to these Terms and Conditions, including as a result of changes in legislation, government or ministerial priorities or policies, prevailing operational circumstances and/or broader political, financial, economic or other related priorities. Where amendments become necessary, SOLAS will, where possible, engage in timely consultation with the ETB. Such consultation will include consideration of any increase or reduction in effort required to achieve amended targets and any related impact on output requirements.
5. Where all or part of the Funding is provided to SOLAS by a third party (including, but not limited to, the European Social Fund and/or the European Globalisation Fund), the ETB shall comply in all respects with any conditions of funding of the relevant third party.
6. The ETB shall comply in all respects with the DPER 13/2014 circular in relation to its funding grant from SOLAS e.g. return of unspent monies, approval to carry forward funding etc. and in relation to onward grants from the funding received from SOLAS, details of these onward grants and their recipients/proposed recipients must be provided to SOLAS, along with details of the Terms and Conditions applying to these onward payments as relevant (or if applicable).

7. The ETB shall provide SOLAS with a provisional balancing statement for the previous year funding spend no later than the end of February the following year and a full set of audited accounts upon their finalisation in accordance with the Education and Training Boards Act 2013.
8. Where funding is being provided as part of a co-funding arrangement, the ETB is required to provide annually a declaration of the source, amount and purpose of all other funding received, together with confirmation of no duplication of funding. This declaration should also state if the exchequer funding from all sources is greater than 50% of total income.
9. The ETB shall ensure that the **Personnel** (including all subcontractors) are qualified and experienced, as necessary and/or appropriate, to provide the Services.
10. If, and as, required by SOLAS, the ETB agrees that it will co-operate with other ETBs, the local office of Department of Social Protection, other learning or training providers and/or any other person as required by SOLAS.

Representative and Review

11. The ETB shall nominate a representative of the ETB, the FET Director or other appropriate person who shall be responsible for liaising with SOLAS with regard to the Planning, Funding and provision of the Services and the fulfilment of the ETB's obligations under these Terms and Conditions.
12. The ETB representative will be available to meet with SOLAS on a regular basis to discuss all relevant matters relating to the provision of the Services. In addition, the ETB representative and a senior representative of the ETB shall meet with the SOLAS representative and a senior representative of SOLAS at least once every 12 months to carry out a review of the Service Levels for the agreed Funding Allocation and all ancillary matters arising in respect of these Terms and Conditions.

On-going Reporting and Other Obligations

13. The ETB shall provide SOLAS with regular updates (timely, in detail, and in such form as may be specified by SOLAS from time to time) in respect of the provision of the Services, the fulfilment of the Service Levels or any matter specified by SOLAS from time to time.
14. The ETB shall ensure compliance with all statutory, European Union and other obligations that apply, including the Code of Practice for the Governance of State Bodies, the Code of Conduct for ETBs other obligations that apply.
15. The ETB shall report to SOLAS promptly, where issues of loss or potential loss or in situations where actions related to provision of poor quality of services become apparent and which are funded through the SOLAS grant.

Records

16. The ETB shall establish and maintain a records management system which complies with best practice and securely keep and securely maintain (in such form as SOLAS may reasonably require from time to time) all documents and records including a detailed financial record of all receipts, expenditure and all expenses arising in

respect of the Services, proper books of account, quality assurance records and other detailed records required by SOLAS and/or by law (collectively, the "**Records**"). If requested by SOLAS, the ETB shall promptly provide SOLAS with copies of the Records.

17. If requested by SOLAS, the ETB shall promptly provide SOLAS with any record (as such term is defined in the Freedom of Information Act 2014) relating to any matter provided for, arising in respect of, or in connection with, these Terms and Conditions.
18. Validation records for education in relation to any training programmes delivered under these Terms and Conditions from Quality and Qualifications Ireland and all other relevant certification bodies shall be both obtained and retained by the ETB.
19. SOLAS, together with officials from the Department of Education and Skills and/or from any other government department, the Comptroller and Auditor General's office, the European Commission and the European Court of Auditors, and/or any other body which SOLAS may notify to the ETB, shall be granted access to any location(s) where records are maintained under these Terms and Conditions to examine all records, financial and otherwise maintained by the ETB in connection with the Services.
20. The ETB shall comply with and reply to all requests, notices, orders or otherwise submitted pursuant to these Terms and Conditions relating to the activities funded pursuant to these Terms and Conditions, provided that such action(s) will not constitute a breach of the ETB's statutory obligations. If third party consent is required to permit the ETB to comply with this condition, the ETB shall use its best endeavours to obtain the necessary consent from the relevant third party.

Insurance and Liability

21. Appropriate insurance policies shall be kept and maintained by the ETB. SOLAS's interest shall be noted on any such policy and such policy shall fully indemnify SOLAS. The ETB shall bear all excesses and deductibles in any of the required insurances.
22. SOLAS will not be liable for any injury, loss and/or damage whatsoever or to whomsoever caused by any act, default and/or omission of the ETB, its servants, agents or the Personnel. The ETB shall fully indemnify SOLAS and hold SOLAS harmless from and against all and any claims, demands, proceedings, judgments, costs and/or liabilities of whatsoever nature (including legal costs) arising in relation to the Services and/or in respect of any breach of these Terms and Conditions.

Data Protection

23. Each party shall comply with its obligations under Applicable Data Protection Legislation.
24. To the extent that a party acts as a Controller ("Disclosing Controller") and provides Personal Data to the other party acting as a Controller ("Recipient Controller"), the parties agree, in accordance with Applicable Data Protection Legislation, that:
 - 24.1 the Disclosing Controller shall be responsible for ensuring that it has provided all necessary fair processing information to Data Subjects from whom it obtained such Personal Data; and
 - 24.2 the Recipient Controller shall be responsible for ensuring that it provides the necessary fair processing information to such Data Subjects within month of obtaining such Personal Data from the Disclosing Controller; and

- 24.3 each party has taken appropriate steps to legitimise its processing of the Personal Data to enable it to process such Personal Data for the relevant purposes.
25. If and to the extent that one party acts as a Processor of Personal Data for the other party, it is agreed that the parties shall, in accordance with the requirements of Applicable Data Protection Legislation and, in particular Articles 28 and 29 of the GDPR, enter into a data processing agreement in a form prescribed by SOLAS.

Confidentiality

26. All information and knowledge acquired by the ETB, its servants or agents and/or the Personnel during the Funding Term and/or the Extension Term as applicable, (save that which is in or comes into the public domain through no fault of either party) shall be treated by the ETB, its servants or agents and/or the Personnel, as confidential and must not be divulged whether during the Funding Term and/or the Extension Term, as applicable or at any time thereafter, to unauthorised persons or used for gain, profit or any other purpose, save in accordance with any statutory provision or Government directive.

Dispute Resolution

27. If there is a disagreement in relation to the Services, the Service Levels, for which the Funding Allocation Request was approved or any other matter governed by these Terms and Conditions (a "**Dispute**"), SOLAS and the ETB covenant to each other that they shall in good faith seek to resolve such Dispute. Where appropriate the ETB/SOLAS Liaison Group could assist with the resolution of disputes.
28. If a Dispute arises, a SOLAS representative and the ETB representative referred to in condition 11 of these Terms and Conditions shall enter into discussions with each other with a view to resolving such Dispute in a manner consistent with the provisions of these Terms and Conditions.
29. If the SOLAS representative and the ETB representative fail to agree a resolution to the Dispute within 2 weeks of commencing discussions referred to in condition 26 of these Terms and Conditions, the Dispute may be escalated by either party to the SOLAS senior representative and the ETB senior representative referred to in condition 12 these Terms and Conditions.
30. If the SOLAS senior representative and the ETB senior representative fail to agree a resolution to the Dispute within a reasonable period of time (and in any event, within 2 weeks of commencing their discussions to resolve the Dispute), the Dispute may be escalated by either party to the SOLAS Chief Executive Officer and the ETB Chief Executive. If following this, the matter remains unresolved then SOLAS will have sole discretion in determining the outcome.
31. These Terms and Conditions shall in all respects be governed by and construed in accordance with the laws of Ireland and each of the parties submit to the non-exclusive jurisdiction of the Irish Courts for all purposes in connection herewith.

General

32. The application of these Terms and Conditions shall commence on the 1st of January 2021 and shall continue until SOLAS decides, at its sole discretion, to replace, amend or terminate them.

33. The ETB and SOLAS shall execute and do all such documents, acts and things as may reasonably be required to implement the provisions of these Terms and Conditions.
34. The ETB and SOLAS shall secure that any other necessary party shall execute and do all such documents, acts and things as would be reasonably required to implement the provisions of these Terms and Conditions.
35. If the ETB fails to adequately observe any of the material terms of these Terms and Conditions or fails to provide some or all of the Services in accordance with the Service Levels in the approved Funding Allocation SOLAS may take action including but not limited to:
 - 35.1 Delay in the dispersal of the Funding provided under these Terms and Conditions.
 - 35.2 The withholding of all or part of the Funding provided under these Terms and Conditions.
 - 35.3 The claw back of all or part of the Funding provided under these Terms and Conditions.
 - 35.4 The offset of any element of Funding against any future funding allocation.
36. These Terms and Conditions shall not be deemed to create any partnership or joint venture between the parties in relation to the provision of the Services or otherwise or constitute any party as an agent of another.
37. Each of the provisions these Terms and Conditions are separate and enforceable accordingly and if at any time any provision is adjudged by any court or regulatory authority or agency of competent jurisdiction to be void or unenforceable in whole or in part the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. The parties shall use their best efforts to achieve the purpose of the void or unenforceable provision (or part thereof) by a new legally valid stipulation.
38. A waiver of any right arising pursuant to these Terms and Conditions shall not be enforceable unless given in writing and signed by the party enjoying that right. A waiver by a party of any breach of a provision of these Terms and Conditions (or the acquiescence of a party in any act (whether of commission or omission) which but for such acquiescence would be a breach of a provision of these Terms and Conditions) shall not constitute a general waiver of any other provision of these Terms and Conditions, or a waiver of any subsequent act contrary thereto.
39. These Terms and Conditions supersede all previous agreements (if any) between the ETB and SOLAS in respect of the provision of funding for Further Education and Training as set out in the ETB annual Funding Allocation Request and approved allocation.

Definitions

40. Save where otherwise defined, the following definitions shall apply to these Terms and Conditions:
 - 40.1 "Terms and Conditions", these Terms and Conditions;

- 40.2 “**Business Day**”, a day (other than a Saturday, Sunday or public holiday) when banks in Ireland are open for business;
- 40.3 Commencement Date 1st January 2021;
- 40.4 “Funding”, such funding as may be agreed between SOLAS and the ETB from time to time in respect of the provision of the Services;
- 40.5 “SOLAS Overarching Planning and Funding Parameters Document”, the top down SOLAS policy document to guide the ETB in its annual planning for FET services provision response and request for funding through the Funding Allocation Request’ annual process;
- 40.6 “Funding Allocation” the agreed funding for the services set out in the ETB Annual Funding Allocation Request;
- 40.7 ‘Annual Funding Allocation Request’ the request by the ETB for funding for the provision of services in response to the annual SOLAS Overarching Planning and Funding Parameters Document;
- 40.8 ‘Grant Approval Letter’ letter confirming Board of SOLAS approval of the ETB funding;
- 40.9 “Personnel”, the employees of the ETB or any sub-Contractor that shall perform the Services;
- 40.10 “Services”, the services provided by the ETB the details of which are set out in the funding allocation request and the grant approval letter;
- 40.11 “Service Levels”, all directions, guidelines and standards which SOLAS may from time to time require the ETB to observe in providing the Services;
- 40.12 “Applicable Data Protection Legislation” all laws relating to the processing of Personal Data, privacy and security including, without limitation, the EU Data Protection Directive 95/46/EC, the Data Protection Acts 1988 and 2003, the Privacy and Electronic Communications Directive 2009/136/EC and the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and, where the context so requires equivalent or replacement legislation of any applicable jurisdiction, delegated legislation of other national data protection legislation, and all other applicable law, regulations and approved codes of conduct, certifications, seals or marks in any relevant jurisdiction relating to the Processing of Personal Data including the opinions, guidance, advice, directions, orders and codes of practice issued or approved by a Supervisory Authority or the Article 29 Working Party or the European Data Protection Board;
- 40.13 “Controller”, has the meaning given in Article 4(7) of the GDPR;
- 40.14 “Personal Data”, has the meaning given in Article 4(1) of the GDPR;
- 40.15 “Processor”, has the meaning given in Article 4(8) of the GDPR;