

## 1. Data Protection:

The core focus of New Solutions Social Innovation Fund is to support the development of a Social Innovation Hub to further develop the social innovation ecosystem in Ireland and provide capacity building supports to social innovation projects.

The fund will also provide grant funding and, in collaboration with the Hub, non-financial supports to innovative projects at different stages of the social innovation development curve including pilots and scaling projects. The scaling up grant application process will be managed by Pobal on behalf of the Department of Rural & Community Development and the Gaeltacht (DRCDG) and the Department of Further & Higher Education, Research, Innovation & Science (DFHERIS) acting as the ESF+ Managing Authority. The Departments are Joint Controllers and decide what personal data is required to be processed, and how, to deliver the goals of the fund.

The Departments have engaged Pobal for the administration of the Programme as the data processor. Pobal has in turn engaged Rethink Ireland to deliver specific services regarding the New Solutions Social Innovation Hub, including the Open Call and Selection Process of the Pilots Grants.

Any personal data submitted in requesting an assessment for eligibility will be used only for purposes of assessing eligibility and report writing for the Departments and will be retained for 7 years. All data is processed within the EEA. Should an organisation be deemed eligible and proceed with the request for funding, the information will then be further used to support that application.

The lawful basis relied upon by the Departments will be that of Task carried out in the public interest. [GDPR Art. 6(1)e.].

Any individual whose personal data is submitted as part of the eligibility assessment has the following rights based on the lawful basis relied upon by the Departments:

- the right to be informed about the processing of their data
- the right of access to that personal data
- the right to rectification where the data is incorrect
- the right to restrict processing
- the right to object
- rights in relation to automated decision making and profiling

To exercise any of these rights please contact the Data Protection Officers of either Department or the DP Team in Pobal.

<b>DRCDG (as Joint Controller)</b>	<b>Pobal (as Processor)</b>	<b>DFHERIS (as Joint Controller)</b>
<p>Email: <a href="mailto:dataprotectionunit@drcdg.gov.ie">dataprotectionunit@drcdg.gov.ie</a></p> <p>Postal Address:</p> <p>Data Protection</p> <p>Unit, Roinn Forbartha Tuaithe agus Pobail agus Gaeltachta Trinity Point, 10-11 South Leinster Street, Dublin 2, D02 EF85</p>	<p>Email: <a href="mailto:dataprotection@pobal.ie">dataprotection@pobal.ie</a></p> <p>Postal Address:</p>	<p>Email: <a href="mailto:dpo@dfheris.gov.ie">dpo@dfheris.gov.ie</a></p> <p>Postal Address:</p>



Tel: +353 (0)1 773 6860	Data Protection Officer, Holbrook House, Holles St, Dublin, D02 FP40 Tel: +353 (0)1 511 7000	Department of Education, Cornamaddy, Athlone, Co Westmeath, N35 X659 Tel: +353 (0) 90 6483908
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Individuals, where they believe the Departments, or Pobal acting on their behalf, have not processed their personal data in accordance with the legislation may lodge a complaint with the Data Protection Commission. Their website is also very useful to help explain the rights of individuals under the data protection legislation. They can be contacted as follows:

Email: [info@dataprotection.ie](mailto:info@dataprotection.ie)

Postal address: Data Protection Commission, 21 Fitzwilliam Square South, Dublin 2, D02 RD28

Tel: +353 57 8684800

Lo Call Number: 1890 252 868 4757

[www.dataprotection.ie/](http://www.dataprotection.ie/)

## 2. Freedom of Information:

Both Departments, and Pobal, are subject to the Freedom of Information Act 2014. Records related to the New Solutions Social Innovation Fund held by the Departments, and Pobal, can be requested to be released under the Act. When such requests are received, and where an initial decision is made to release the data in the public interest, if the information requested is deemed confidential or commercially sensitive, the organisation to which the record relates will be consulted before a final decision is made. Exemptions permitted under the Act will be applied where appropriate, including for any personal data, which would not be released. Details of organisations deemed eligible, and who ultimately receive funding, may also be made available on Pobal's website related to the New Solutions Social Innovation Fund, the EU SIM database and on Pobal's digital maps.

## 3. Application Submission Statement:

By submitting this application/eligibility check the Board of your organisation is agreeing to the following terms and conditions which will apply if your application is successful. Please read carefully.

1. The information provided in relation to the organisation and the New Solutions supported activities described in this application is true and complete to the best of their knowledge and belief.
2. The organisation is in continued need of funding from the New Solutions Programme.
3. There is no displacement of other local businesses in the service(s) and/or facility(s) and/or employment opportunities delivered by this organisation and supported by the New Solutions Programme.



4. The applicant has in place their own internal systems and procedures to ensure compliance with data protection legislation.

5. The organisation has the necessary insurances to operate and deliver the New Solutions Programme supported activities and to cover all liabilities in relation to purpose of the grant.

6. The organisation has and will continue to indemnify DFHERIS, DRCDG and Pobal against the following:

- actions,
- claims,
- proceedings,
- costs,
- damages,
- demands,
- liabilities,
- legal costs, and
- expenses

In addition, you have and will continue to indemnify those named above of any other liabilities including directly or indirectly from any act or omission by:

- you
- your employees,
- your agents

This must cover anything done in connection with the Grant, the Project or this agreement. This includes but is not limited to any part of the Project that is carried out on your behalf by a third party.

**Damaged or destroyed Project assets:** If any of your assets needed for the operation or delivery of the Project are damaged or destroyed, you must notify us of such damage or destruction. You must also:

- repair, replace or reinstate such assets to our reasonable satisfaction
- use any insurance monies you receive for these assets to make good the damage or destruction

**Pobal's liability and where it applies:** Our total liability in this agreement is limited to any part of the Grant which we have not yet given to you. This includes liability in contract, tort (including negligence, misrepresentation, for breach of statutory duty or otherwise).

Other times where neither Pobal nor the Department(s) are liable: Neither Pobal nor the Department(s) are liable for:

- any indirect, special or consequential loss or damage of any nature
- economic loss or damage
- loss or damage of any nature suffered by third parties (including incidental and punitive damages)



Neither Pobal nor the Department(s) are liable for any loss of actual or anticipated:

- sales
- profit
- interest
- revenue
- savings
- business opportunity
- damage to goodwill or reputation

Times when Pobal will be liable:

Pobal is always liable for:

- death or personal injury caused by Pobal's negligence
- fraud or fraudulent misrepresentation
- any matter that would be unlawful for Pobal to exclude or restrict liability.

**It will be a condition of funding that:**

- i. DFHERIS, DRCDG and Pobal shall not be liable to the applicant or any other party in respect of any loss, damage or costs of any nature arising directly or indirectly from:
  - a. the application or the subject matter of the application;
  - b. The rejection for any reason of any application.
- ii. DFHERIS, DRCDG, Pobal and their servants or agents shall not at any time in any circumstances be held responsible or liable in relation to any matter whatsoever arising in connection with the development, planning, construction, operation, management and/or administration of individual projects or employment of staff supported by the New Solutions Programme.

7. By submitting this application the Board of Directors/Management Board acknowledges that they have read, understood and accepted the above terms and conditions and the registered user for the online Portal has the permission of the board to submit this application for funding on their behalf.

