

Service Level Agreement

between

The Ulster-Scots Agency

and

Department for Communities

and

Department of Culture, Heritage,

and the Gaeltacht

2019

January 2019

1. INTRODUCTION

The North/South Language Body (NSLB) is one of the Implementation Bodies established under the British-Irish Agreement Act 1999 and the North/South Co-operation (Implementation Bodies) (Northern Ireland) Order 1999. The NSLB is a single body, composing two separate and largely autonomous agencies: the Ulster-Scots Agency (U-SA)(Tha Boord o Ulstèr-Scotch) and Foras na Gaeilge.

The NSLB is funded and sponsored jointly by the Department for Communities (DfC) and the Department of Culture, Heritage, and the Gaeltacht (DCHG). The Body operates under the policy direction of the North South Ministerial Council (NSMC) and the Governments from both jurisdictions, and is accountable to the Northern Ireland Assembly and the Houses of the Oireachtas.

2. SERVICE LEVEL AGREEMENT PARTNERS

The partners in this Service Level Agreement (SLA) are the U-SA and the Sponsor Departments (DfC and DCHG).

3. PURPOSE

This Agreement is a performance contract to formalise an agreed level of service between the U-SA and the Sponsor Departments. This is to ensure that resources are used in an effective, efficient manner to deliver a high-quality service to the public. The SLA outlines the U-SA's targets for 2019 and defines the output and outcome indicators against which performance indicators/measures will be reviewed throughout the year. The SLA will be reviewed annually.

The primary aims of this SLA are to:

- Define the roles of the U-SA and the Sponsor Departments;
- Define expectations of the Sponsoring Departments for 2019;
- Outline the predicted inputs, outputs and outcomes of the activities of the U-SA; and
- Measure the performance of those activities through the monitoring of agreed targets and the agreed output and outcome indicators.

This SLA will be published on the websites of the SLA partners.

4. JOINT COMMITMENTS

All parties are committed to the following:

- Ensuring communications, co-operation and sharing of information which is proactive and timely in terms of service delivery;

- Providing prompt and timely responses to correspondence, information requests and related matters;
- Keeping each other fully apprised and updated on all key issues; and
- Achieving agreed targets efficiently as well as the promotion of partnership, responsiveness and working for the common interest in their on-going joint activities.

5. SPONSOR DEPARTMENTS' RESPONSIBILITIES

The Sponsor Departments will provide the following supports for the U-SA to enable it to fulfil its remit:

- Sponsor Departments will formally write to the U-SA as early as possible to set out the financial allocation for the year together with any related administrative matters.
- Authorisation for expenditure and staffing in accordance with Public Financial Procedures in both jurisdictions;
- Updates on Public Financial Procedures and on Civil Service HR Policy in both jurisdictions (information is also available on the Finance Departments' websites);
- Guidance on the Civil Service HR Policy, public expenditure, remuneration and industrial relations, procurement and contracts, Government accountability and governance in both jurisdictions;
- Guidance on new legislative requirements in both jurisdictions;
- Advice and guidance on Public Service Reform initiatives in both jurisdictions; and
- Payments to U-SA will be processed expeditiously on receipt of drawdown requests.

6. U-SA's RESPONSIBILITIES

The U-SA will fulfil the requirements of the Financial Memorandum which sets out the financial procedures and accountability arrangements which govern the financial relationship between the NSMC, Sponsor Departments, the Finance Departments and the NSLB, including:

- Preparation and submission of 2019 Business Plan and 2017-19 Corporate Plan to Sponsor Departments within the agreed timescales;
- Accountability arrangements (*see Appendix A for details*);
- Provision of Annual Reports and Accounts within the appropriate timescales;
- Compliance with all relevant statutory provisions including FOI, data protection, child protection etc;
- Provision of information within timeframes determined by Sponsor Departments in relation to Dáil and Assembly questions;
- Provision of information for Ministerial briefing (submissions, debates and speeches) within the specified timeframe;
- Provision of data and information requested by Sponsor Departments in preparation for and at regular monitoring meetings;

- Provision of data and information requested by Sponsor Departments arising from NSMC meetings;
- Maintenance of robust audit and risk arrangements; and
- Implementation of actions to ensure compliance with public administrative and financial procedures and related practices.
- Compliance with Best Practice guidance

7. PERFORMANCE MEASUREMENT

The key outputs under the SLA based on the Agency's 2019 Business Plan are set out in Appendix B.

The Agency will provide progress reports on all key deliverables and corporate governance procedures for quarterly Monitoring Meeting with Sponsor Departments and, where appropriate, to Ministers at NSMC meetings.

An Annual Report of the NSLB's work will be produced following the audit by the Northern Ireland Audit Office and the Comptroller and Auditor General.

8. POTENTIAL RISK FACTORS

As outlined in the Financial Statements published by the U-SA, robust arrangements are in place within the organisation to deal with risks, including any risk which could potentially impact on the expected level of service for the duration of this agreement. The Management, Audit and Risk Assurance Committee and the Board all have a role in the implementation of these arrangements. Sponsor Departments will continue to receive regular updates with regard to the organisation's Risk Register.

9. FINANCE ALLOCATION

The funding allocation is dependent on the ability by the U-SA to demonstrate it can meet the aims set out in this agreement in addition to other performance monitoring processes which may be introduced.

The U-SA will provide the following:

- Cash flow statements with each request for draw down funds;
- Details of the balance on each account belonging to the Agency with each request for a draw-down of funds; and
- Draw-down requests broken down into their component parts of
 - Non-pay
 - Pay
 - Pension (ongoing cost)
 - Pension lump sums
 - Overtime
 - Allowances, and

- Employers PRSI

Payment of the full drawdown is dependent on compliance with the above procedures and any other requirement outlined in this document. One drawdown per month will be processed. Only in exceptional circumstances will any additional request be considered.

In addition the U-SA agrees to provide the following:

- Annual profiles of expected drawdown broken down according to the above headings;
- Reconciliations between drawdown and actual expenditure (broken down according to the above headings) as and when required; and
- All information in relation to applications for financial and performance monitoring information within a time frame determined by Sponsor Departments.

10. FLEXIBILITY AND AMENDMENT OF TARGETS

Agreed performance targets may change during the period of this agreement. This may occur as a result of legislative changes, changes to government/ministerial priorities, normal operational factors and/or more general political, economic, financial or other priorities. Should amendments be required, the U-SA will collaborate with the Sponsor Departments to agree any amendments required to the targets.

11. ROLE OF THE BOARD AND CHAIR

The U-SA Board has the responsibility to oversee the work of the Agency and ensure that it fulfils its statutory remits and obligations in addition to the specific performance targets outlined in this document.

The U-SA Chair is responsible for ensuring that continuous monitoring of performance will be undertaken based on the targets agreed and also that statutory and related obligations will be fulfilled.

APPENDICES

Subject	Appendix
Accountability Arrangements for the Ulster-Scots Agency	A
Service Level and Performance Measurement	B
Resources/Inputs 2019	C

Appendix A

ACCOUNTABILITY ARRANGEMENTS FOR ULSTER-SCOTS AGENCY

Content & Form	Accountability to whom	Frequency
Business Plan	Sponsor Departments	Annually
Corporate Plan	Sponsor Departments	Three-yearly basis
Monitoring Meetings	Sponsor Departments	Quarterly
Assurance Statements	Sponsor Departments	Bi-annually
Risk Register	Sponsor Departments	Quarterly
Resource Consumption	Sponsor Departments	Monthly
Cash Drawdown	Sponsor Departments	Monthly

Appendix B

SERVICE LEVEL AND PERFORMANCE MEASUREMENT –

Pending formal NSMC approval for the 2019 Business Plan, indicative key outputs based on the Agency's 2019 draft Business Plan are set out below.

SA1 – INSPIRE –		
The Agency will identify, interpret and animate Ulster-Scots language, heritage and culture.		
	Activity	Target Date
1.1	Deliver a programme of activity in relation to the International Year of Indigenous Languages.	December 2019
1.2	Deliver 2 large scale heritage projects promoting aspects of Ulster-Scots language, heritage or culture.	December 2019
1.3	Deliver a programme of Ulster-Scots outreach events.	November 2019
1.4	Support 20 primary schools in the Ulster-Scots Flagship School Programme.	December 2019
SA3-EMPOWER		
The Agency will equip individuals and groups with knowledge and skills to engage with Ulster-Scots heritage, language and culture.		
2.1	Deliver 5 Ulster-Scots community funding programmes: Core; Music & Dance Tuition; Community Festivals; Community Impact; and Summer Schools.	December 2019
2.2	Support exhibitions on Ulster-Scots language, heritage and culture in 30 venues.	December 2019
2.3	Support 200 learners in achieving recognised qualifications in music and celebrate their achievement at a prestigious event	July 2019
2.4	Develop one new significant teaching and learning experience available to all schools in Northern Ireland that contributes to developing knowledge and understanding of Ulster-Scots heritage, language and culture.	December 2019
SA4-Engage		
The Agency will reach out locally and globally, to enhance friendship with people in Ulster whose primary identity is not Ulster-Scots: and foster kinship with people beyond Ulster who share our identity.		
3.1	Develop 2 projects reflecting the 3 strands of Ulster identity.	December 2019
3.2	Develop a programme of activity around the Border Reivers	December 2019
3.3	Launch the new Discover Scotch-Irish website.	July 2019
3.4	Participate in 4 outreach events in the United States.	December 2019

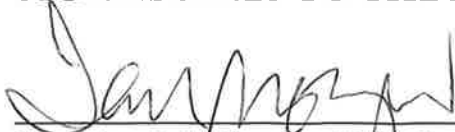
Appendix C

RESOURCES INPUTS 2019 –

DCHG/ DfC Funding	Indicative Budget 2019
Current-Pay (Inc DCHG Pension Costs)	647,327
Current – non-pay	1,695,606
Total	2,342,933
DfC Pension Costs	20,469
DfC	1,757,200
DCHG	585,733
Total Incl all pensions	2,363,402
Staff Complement	15.77

Exchange rate to be used for 2019 is €1 = £0.90

SIGNATORIES TO THE AGREEMENT



Signed on behalf of the Ulster-Scots Agency

PRINT NAME IAN CROZIER

POSITION C.E.O.

DATE: _____

Signed on behalf of the Department for Communities

PRINT NAME _____

POSITION _____

DATE: _____

Signed on behalf of the Department of Culture, Heritage, and the Gaeltacht

PRINT NAME _____

POSITION _____

DATE: _____

SLA CONTROL SHEET – FOR OFFICIAL PURPOSES ONLY

1. SLA Control Sheet

This SLA Control Sheet outlines a new/ revised Service Level Agreement between the Ulster-Scots Agency, Department for Communities, and Department of Culture, Heritage, and the Gaeltacht.

2. Reason for new/revision - Annual Review

3. Status of SLA

SLA Version No:	Date	Update/Status of new/revised SLA (draft, sent to for approval, etc)
1.3		Revised – issued to U-SA for comment

4. Distribution of new/revised SLA

SLA New Version No:	Sent to: (name & organisation)	Reason (Revision approved)