

Service Level Agreement
between
Fáilte Ireland
and
Galway-Mayo Institute of Technology

Preface

This Service Level Agreement forms part of a national set of arrangements between the key stakeholders in the provision of tourism and hospitality education and training in Ireland.

These will include a Memorandum of Understanding between Fáilte Ireland and the Higher Education Authority on the one hand and Fáilte Ireland and the Institutes of Technology Ireland on the other.

1. Context

Fáilte Ireland is obliged to discharge its statutory function through the National Tourism Development Authority Act, Section 8.1(b), 8.1(d), 8.2(b) and 8.2(c). In doing this the organisation carries out the necessary research to establish education and training needs at national level and disseminates these to the Institutes of Technology thereby supporting the Institutes in enhancing programme design, delivery and evaluation capacity related to education and training for the tourism industry.

Through Fáilte Ireland's role at national level, its relationship with industry and its research activity, it is in a position to provide all of the Institutes across the country with valuable insights into needs.

Fáilte Ireland and Galway-Mayo Institute of Technology or (GMIT) share a common history of education and training, and research and public service. These common goals led to the recognition of the value of a shared future collaboration that sets the stage for this Service Level Agreement.

Galway-Mayo Institute of Technology has delegated authority from QQI and as such is governed by quality assurance practices and processes in line with international best practice in higher education quality assurance.

Fáilte Ireland is committed to strengthening its recognised role as a major driving force behind the training, education and placement of tourism and hospitality students.

Galway-Mayo Institute of Technology has been the major provider of programmes for the tourism and hospitality industry in the region for many years and is committed to strengthening and developing its work in this field.

Both Parties recognise, through experience, that cooperation and collaboration are a critical mechanism for improving the effectiveness of teaching, the programmes offered and facilities provided.

It is the intent of Fáilte Ireland and Galway-Mayo Institute of Technology to develop and foster a relationship that will support innovative tourism programmes taught by high calibre teaching staff in state of the art facilities. This in turn will generate world class tourism and hospitality graduates ready to enter industry at a productive and professional level. This document provides the general framework and principles to facilitate a relationship between Fáilte Ireland and Galway-Mayo Institute of Technology and will ensure that any changes being contemplated by either side are fully discussed and understood by both parties in a timely fashion.

2. Services to be provided by Fáilte Ireland

Under this Service Level Agreement, **Fáilte Ireland** will:

- Fund or contribute to the funding of tuition and student contribution fees at Levels 6 and Level 7 of the National Framework of Qualifications in relation to professional craft and management programmes in key disciplines. **(Appendix A)**
- Adopt a strategic and developmental role at national level, supporting the Institute in enhancing programme design, delivery and evaluation capacity related to education and training for the tourism industry
- Review, together with GMIT, other relevant Institutes of Technology, IOTI and the HEA, the current provision of tourism and hospitality education in the sector
- Convene a biennial forum for all stakeholders in the tourism and hospitality industry, to review trends and future developments and needs in tourism education, training and research for the sector
- The biennial forum will provide an opportunity for the Institutes of Technology, the tourism and hospitality industry, Fáilte Ireland and the Higher Education Authority to consider the current trends/issues (national and international) facing the industry and education and the strategic developments required to address these issues.
- Support the implementation of industry-based tourism and hospitality education and training programmes and the expansion of Institute based programmes which target personnel working in the industry
- Support the Institute to become an active centre for the promotion, recruitment and accreditation of skills for the tourism and hospitality industry
- Promote programmes and careers in tourism in GMIT at national and local level via websites, e.g. CareersPortal.ie and social networking media and support regional Institute promotions as appropriate
- Facilitate the building of strategic alliances with the regional and local tourism industry
- Fund, or contribute to the funding of:
 - (a) Lecturer Development
 - (b) Student Scholarships & Supports
 - (c) Applied research which meets emerging industry needs in tourism.

3. Services to be provided by Galway-Mayo Institute of Technology

Under this Service Level Agreement, **GMIT** will:

- Provide a range of **institute-based** tourism and hospitality education and training programmes as agreed with Fáilte Ireland (**Appendix A**)
- Provide a range of **industry-based release** tourism and hospitality education and training programmes as agreed with Fáilte Ireland (**Appendix A**)
- Participate in IOTI facilitated national meetings with Fáilte Ireland, to monitor progress at national level and determine joint policy arrangements and initiatives annually and their implementation
- Participate in Fáilte Ireland's biennial forum for all stakeholders in the tourism and hospitality industry
- Implement Fáilte Ireland policies, procedures and controls for all funding initiatives, including payment of student fees, regarding numbers registered and attending (**Appendix B**)
- Facilitate Fáilte Ireland in accessing of all data required for (a) auditing of tuition and student contribution fees and support funding and (b) conducting surveys and research in relation to students who attend the programmes listed in Appendix A. This is to enable Fáilte Ireland to implement corporate governance and public accounts guidelines in the distribution of funds. For the avoidance of doubt GMIT will either directly procure and then provide to Fáilte Ireland, or assist and enable Fáilte Ireland to procure, all data (including but not limited to personal data related to students who attend the programmes listed in Appendix A) required by Fáilte Ireland pursuant to this clause. GMIT shall be responsible for obtaining (either at registration or otherwise), from all relevant students, any consents / permissions required (including but not limited to any data protection consents / waivers) required to enable GMIT to provide to Fáilte Ireland all the data contemplated by this clause. Collaborate with Fáilte Ireland at regional level in identifying regional tourism education and training needs through building strategic links with the regional tourism industry
- Cooperate with Fáilte Ireland on the harmonising of website and online promotional activities and other media career promotion campaigns
- Organise and monitor internships/placements and progress reviews for students on selected Fáilte Ireland funded tourism and hospitality programmes

4. Annual Review and Planning

Galway-Mayo Institute of Technology and Fáilte Ireland will review the Fáilte Ireland funded tourism and hospitality provision in GMIT annually having regard to;

- Range and relevance of tourism and hospitality programmes offered
- Total student enrolment, throughput, graduation rates, retention, student destination, placement, internship records, local career promotion and marketing
- Second level student awareness of tourism and hospitality programmes offered by Galway-Mayo Institute of Technology, including the range of initiatives and linkages with second level
- Nature of research undertaken and impact on local industry in response to the Fáilte Ireland Research Forum
- For clarification, it should be noted that, implicit in this section is that the review relates to Fáilte Ireland funded programmes and schemes. A number of the items included for review will underpin the annual planning process while others, which are an integral part of the Institute of Technology programmatic review, will be included in the review every 3 / 4 years, as appropriate.

5. Conditions of Agreement

5.1 Purpose of Agreement

Fáilte Ireland wishes to engage Galway-Mayo Institute of Technology in the provision of services in accordance with the terms of this agreement and Galway-Mayo Institute of Technology shall provide the services as set out in the Specification of Work (the Services).

5.2 Length of the Agreement

The provision of the Services shall commence from the effective date for a period of 12 (twelve) months.

5.3 Methods of Payment/Funding

Fáilte Ireland will provide, or contribute towards, tuition and student contribution fees for tourism and hospitality students in Galway-Mayo Institute of Technology as agreed in **Appendix A**. Details of policy and procedures for payment of fees and other Fáilte Ireland funding are set out in **Appendix B**.

5.4 Variations

Both Parties may jointly agree to omit any part of the Services, or provide additional services, or vary temporarily or permanently any part of the Services. Any modifications will be valued where applicable according to the fees/monetary terms set out in the agreement.

5.5 Confidentiality

Neither Party shall disclose to any other person any information in connection with the provision of the Services or any information contained in this Agreement, other than in compliance with the agreed information format specified in compliance with the provisions of the Data Protection Acts 1988 and 2003.

5.6 Statutory Requirements

Both Parties shall comply with all statutory requirements relating to the provision of the Services and where applicable national Codes of Practice or Standards Specifications.

5.7 Indemnity and Insurance

Galway-Mayo Institute of Technology shall be liable for and shall indemnify, save harmless and keep indemnified, Fáilte Ireland and its agents against any liability, loss, claim or proceedings arising under any statute or at common law in respect of any damage to property or persons arising from the provision by it of the Services; except where the same is due to any act or neglect on the part of Fáilte Ireland or of any person

for whom Fáilte Ireland is responsible. The provider shall insure adequately against its liability in such terms as Fáilte Ireland may reasonably require.

5.8 Assignment and Subcontracting

Galway-Mayo Institute of Technology shall not transfer or assign this agreement and shall not subcontract the provision of the Services without the prior written permission of Fáilte Ireland, such permission to be not reasonably withheld or delayed.

5.9 Monitoring and Liaison

The Parties to this Agreement will be required to jointly implement and maintain a system for monitoring this agreement. Fáilte Ireland shall nominate an Authorised Officer to act in its name for the purpose of the Agreement and Galway-Mayo Institute of Technology shall similarly appoint an Authorised Officer.

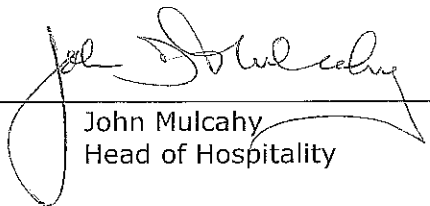
5.10 Notice

Either Party may terminate the Agreement on the basis of a Fáilte Ireland financial year boundary, provided that six months prior written notice is given by such Party to the other Party. Neither Party shall have claims against the other arising out of the termination of the Agreement.

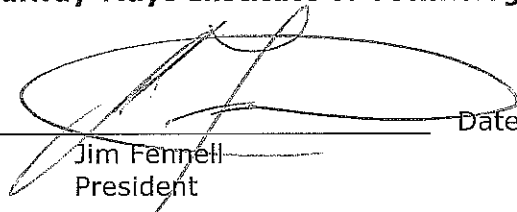
Agreed to:

For **Fáilte Ireland:**


Name:  Date: 8/5/2015
Deborah Nolan
Director of Corporate Services

Name:  Date: 08 05 2015
John Mulcahy
Head of Hospitality

For **Galway-Mayo Institute of Technology**

Name:  Date: 5-6-2015
Jim Fennell
President

Name:  Date: 4-6-2015
Michael Hannon
Registrar

Name:  Date: _____
Cáit Noone
Head of College

Appendix A

Tuition, Student Contribution and Monitoring Fees
List of Institute Based programmes in the Institute
List of Industry Based release programmes in the Institute

Appendix B

Fáilte Ireland Policies, Procedures and Controls for Payment of Fees & Funding Supports to Institutes of Technology

Appendix A

Galway/Mayo Institute of Technology

2015/2016

Institute Based Programmes

Course	Intake Range	*Tuition Fees €	*Student Contribution Fees €	Support Funding €
Higher Certificate in Culinary Arts Year 1	64-72	0	3,000	100
Higher Certificate in Culinary Arts Year 2	60-70	0	3,000	n/a
Higher Certificate in Hospitality Studies Year 1 (originally Certificate in Tourism Hospitality Studies Year 1)	10-16	0	3,000	100
Higher Certificate in Hospitality Studies Year 2 (originally Certificate in Tourism Hospitality Studies Year 2)	10-14	0	3,000	n/a
Higher Certificate in Bar Supervision Year 1	10-16	0	3,000	100
Higher Certificate in Bar Supervision Year 2	10-16	0	3,000	n/a

Industry Based Release Programmes

Course	Intake Range	*Tuition Fees €	*Student Contribution Fees €	Support Funding €
Traineeship in Professional Cookery Year 1	12-18	0	1,210	100
Traineeship in Professional Cookery Year 2	10-16	0	1,210	100
Total Immersion Programme – Professional Cookery	16-18	0	2,438	100
BA Culinary Arts:	26-30			
• Gastronomy in the Modern World		218		
• Food Product Development Techniques		218		
• Culinary Leadership & Training		218		
• Advanced Culinary Skills 1		519	n/a	n/a
• Advanced Culinary Skills 2		519		
• Advanced Pastry 1		519		
• Advanced Pastry 2		519		

*Tuition and Student Contribution Fees are based on previous years, but should the basis change, e.g., as dictated by the Department, then these fees may have to be amended accordingly, in line with Fáilte Ireland policy and resources.

Funding for students on work based learning programmes (Traineeship in Professional Cookery & TICP) applies only where students are working in tourism based hospitality establishments.

Students eligible for funding include EU nationals and non EU nationals holding a valid Stamp 4, only.

6. Educational Study Visits

- Fáilte Ireland will accept applications for funding of educational study visits in Ireland, for students participating on Fáilte Ireland funded programmes from Head of School or Head of Department, as appropriate, no later than end of January.
- Requests for funding should be made to Fáilte Ireland, indicating the link to syllabus, learning outcomes of visit and level of sponsorship and/or student/Institute contribution.
- Institutes will be advised of level of approved funding and Purchase Order number by mid-February.
- Institutes to invoice for 50% of funding by end of March and remainder to be invoiced on production of copy receipts/invoices by end of May.
- Each application is judged on its merits and the quality of the information provided.
- Meal Experience funding does not include wine/alcohol.

7. Audit and Control Issues

- Institutes of Technology must facilitate and cooperate with the audit process of Fáilte Ireland, with respect to issues outlined in this Appendix.

Appendix B

Policy, Procedures and Controls for the Payment of Fees & Funding Supports to Institutes of Technology (2015/2016 Academic Year)

Introduction

This document aims to ensure that there are appropriate procedures in place to administer, control and monitor expenditure and to operate matters consistently and within set deadlines across the training network to the expectation and benefit of students, the Institutes of Technology and Fáilte Ireland.

It is Fáilte Ireland policy to link all funding allocations to reflect programmes which

- a) Meet industry needs and are innovative
- b) Show successful recruitment, retention and placement outcomes
- c) Exceed national benchmark standards of awards and accreditation
- d) Are aligned to the strategic objectives of Fáilte Ireland

In applying the procedures contained herein, it is important to note that Fáilte Ireland will not be in a position to process Institute accounts, relating to expenditure in each year, beyond the end of the financial year (December) as accruals cannot be carried forward without affecting funding in the following financial year. In this context, invoices for the period must be submitted in November. Likewise, all invoices for the period January to June the following year must be submitted in March and June as set out below.

1. Student Registration

- Institutes of Technology to forward student Registration data, by course, to Fáilte Ireland by mid-March each year, quoting registration number and date of birth against the name of each student.
- Student Registration Numbers and attendance data are a requirement prior to 2nd tranche of payment of Tuition and Student Contribution fees.

2. Fees Paid by Fáilte Ireland to Institutes of Technology

Tuition and Student Contribution Fees

- Tuition and Student Contribution fees will be paid in two stages. The first 50% will be paid in November based on the mid-range of student numbers in Appendix A. Reconciliation and final payment will be processed at the end of April, on receipt of backup documentation, i.e. Student Registration Data, confirming which students were registered **and in attendance** as at 31 October and again at 31 January.
- Fees for **all** Fáilte Ireland funded programmes are paid as follows:
Attendance up to 31 October = 50% of Tuition & 50% of Student Contribution Fee
Attendance up to 31 January = 100% of Tuition & 100% of Student Contribution Fee
- As communicated by the HEA, Fáilte Ireland pays Student Contribution & Tuition Fees for Fáilte Ireland students, and therefore Institutes should **not** claim these fees from the HEA.
- Payments to be made against invoices submitted by Institutes of Technology, in accordance with the terms of the Prompt Payment of Accounts Act. Invoices to be submitted by Institutes of Technology to Fáilte Ireland in November and April.

Contribution to Monitoring Costs

Funding is provided for the placement and monitoring of selected Fáilte Ireland funded programmes & students on internships in Fáilte Ireland approved tourism related establishments.

Payment will be made on the following basis:

- For full-time Institute based Level 6 tourism programmes of the National Framework of Qualifications, internship/monitoring fees will be paid per capita based on students in attendance in February 2015 for the 2014/15 academic year.
- Monitoring fees for part-time industry based Professional Cookery Traineeship programme will be paid on receipt of invoices in June each year and will be based on actual visits to establishments. Verification of monitoring visits is subject to Fáilte Ireland internal auditing, therefore records of visits should be held by management in the Institutes.

3. Applied Research Fund

- Subject to the availability of Resources, Fáilte Ireland proposes to make funding available to higher education institutions in Ireland who are interested in conducting short-term research projects. The design of these Applied Research projects should be reflective of and strongly influenced by Fáilte Ireland's objectives such as, meeting industry needs and being aligned to the strategic objective of Fáilte Ireland.
- Information or updates regarding this will be put up on the Fáilte Ireland website. www.failteireland.ie.

4. Lecturer Development

- Fáilte Ireland will accept applications, no later than end of January, from Head of School or Head of Department, as appropriate, on behalf of academic staff for assistance and support for appropriate Professional Development Programmes.
- Applications should include name of staff member and the course they teach, the justification, relevance and benefit of the development to the course, the approximate total cost of the proposed development and any sponsorship or Institute contribution provided.
- Institutes will be advised of the level of approved funding and the Purchase Order number by mid-February.
- Institutes to invoice for 50% of funding by end of March and remainder to be invoiced on production of copy receipts/invoices by end of May.

5. Student Scholarship Scheme

- Fáilte Ireland will accept applications from Head of School or Head of Department, as appropriate, of their intention to offer a student scholarship, no later than the end of January.
- Institutes will be advised of the level of approved funding and the Purchase Order number by mid-March.
- Institutes to invoice for approved funding by end of May, which will be paid on production of copy application for scholarship.
- Funding is limited to €2,500 per student.
- Copy receipts/invoices paid to be forwarded when available, but funding for the following year is conditional on receipt of these.