



INFOMAR

Integrated Mapping for the
Sustainable Development
of Ireland's Marine Resource

Grant Aid Agreement



THIS AGREEMENT

BETWEEN

1. The **INFOMAR Programme, co-project managed by Geological Survey of Ireland** of Beggars Bush, Haddington Road, Dublin 4 Ireland and the **Marine Institute of Ireland** of Rinville, Oranmore, Galway, Ireland.
2. **NAME** (hereinafter referred to as "**the Grantee**") for and on behalf of the Partners (hereinafter referred to as "**the Partners**") listed in Section A of the Project Support Application Form (Annex 1).

WHEREAS:

- A. The INFOMAR Programme Office has agreed, following a competitive call for proposals, to Grant-Aid the Grantee to carry out the Project-Based Award (hereinafter referred to as "**the Project**") defined in the Project Support Application Form (Annex 1).

Ref Number: XXX

Title: XXX

- B. The INFOMAR Programme and the Grantee agree that Grant-Aid will be made available to the Grantee on the terms and subject to the conditions set out herein.

1 Funding

Funding is provided on a discretionary basis by the INFOMAR Programme to the Grantee. The Term 'Grantee' includes the Lead Organisation, the Principal Investigator (PI) and Project Participants as defined in the application for funding. It means each of them separately and all of them together or any number of them collectively.

Where the INFOMAR Programme commences funding a project, it undertakes to continue to provide funding in accordance with the proposed schedule of funding, subject to the following exceptions:

- a) If the INFOMAR Programme is dissatisfied with the performance of the project by the Grantee, it may at its absolute discretion decline to continue funding the project.
- b) If the funding that the INFOMAR Programme receives from the State to enable it to provide funding to projects (including this project) is discontinued or reduced, the INFOMAR Programme may cease funding the project, even if it continues to fund other projects.
- c) If the INFOMAR Programme ceases to fund the project for any reason, the Grantee shall not be entitled to recover from the INFOMAR Programme or from the State any funding which would have been due had the INFOMAR Programme continued to fund the project. Nor shall the Grantee be entitled to any indemnity or damages of any kind from the INFOMAR Programme or the State.
- d) If the Grantee does not comply with the INFOMAR Programme's requirements for grantees, (Section 2 below), the INFOMAR Programme may discontinue funding and decline to provide further funding. The

INFOMAR Programme shall not be entitled to recover funding already provided. Where funding is payable in arrears, the INFOMAR Programme shall not be obliged to provide funding where its requirements have not been complied with. The INFOMAR Programme undertakes that it will not discontinue funding or decline further funding simply because it disagrees with the results of the project.

- e) It shall be the responsibility of the Grantee to satisfy the INFOMAR Programme that the project is proceeding satisfactorily and that the Grant is being used in the most effective manner. If the INFOMAR Programme is not satisfied, it may discontinue funding and decline to provide further funding until such time as the Grantee satisfies outstanding issues. If the INFOMAR Programme is not satisfied, it shall notify the Grantee of the reasons why funding has been discontinued, and shall give the Grantee an opportunity to address the issues identified.

2 INFOMAR PROGRAMME requirements for Grantees

2.1 The Grantee shall comply with the following requirements:

- a) Carry out the project in accordance with these terms and conditions and in accordance with the Budget and Technical Description of the project;
- b) The Principle Investigator (PI) shall be responsible for the management of the project and reporting of technical and financial progress (see Paragraph 4);
- c) Supply any information requested by the INFOMAR Programme for the purposes of ensuring that these requirements are complied with and comply with any written request or direction received from the INFOMAR Programme concerning the proper management of the project;
- d) Ensure that the effective control of the project is not changed without prior written consent from the INFOMAR Programme;
- e) Ensure that the project is not altered or adjusted without prior written consent from the INFOMAR Programme;
- f) Submit to the INFOMAR Programme, prior to commencement of the project, an up-to-date tax clearance certificate from the Office of the Revenue Commissioners;
- g) Submit to the INFOMAR Programme, when requested, prior to the commencement of the project up-to-date copies of Public and Employers Liability and Professional Indemnity insurance policies, to enable the INFOMAR Programme to verify that there is no risk that the funding provided will have to be used to meet any claim against the Grantee or any person involved in the Project;
- h) Ensure that the placement of contracts necessitated by the Project costing in excess of €5,000 (plus VAT) complies with Public Procurement Guidelines.
- i) Allow the INFOMAR Programme or its appointed representative access to the Grantees premises at all reasonable times for the purpose of inspection or monitoring of the project;
- j) Permit the INFOMAR Programme or its appointed representative to inspect the project and financial records at any reasonable time;
- k) Make reference to the support received from the INFOMAR Programme in any publicity or promotional activities relating to the project and respect copyright laws in any publication;
- l) Prominently display the INFOMAR logo on all material produced.

3 Adjustment to costings

Funding is based on the costings set out in the Budget template that is submitted as part of the application, including any agreed revisions. Re-allocation of expenditures between categories of expenditure may not be made by the Grantee without the prior written consent of the INFOMAR Programme as set out in the Guide for Grantees.

4 Reporting, monitoring and accounting

4.1 The Grantee shall maintain proper books of accounts and records in relation to all aspects of the Project. The books of accounts shall be;

- a) distinct from those concerning other activities of the Grantee, and
- b) maintained for a minimum period of three years after the conclusion of the Project.

The Grantee shall keep such books of accounts and records available on demand, together with such other documents as may be required by the INFOMAR Programme, for the purposes of any financial or physical verification or evaluation of progress or performance. The Grantee shall ensure that an adequate financial management system is in place for the purposes of vouching expenditure recorded on the Cost Statements submitted to the INFOMAR Programme.

4.2 The Grantee shall comply with interim and final reporting requirements (technical and financial).

The INFOMAR Programme may, alter or amend any reporting or monitoring provision by letter to the grantee where the INFOMAR Programme believes the proper management of the research (including the proper supervision of the project) so requires. It shall be the responsibility of the Grantee to satisfy the INFOMAR Programme that the Grant is being employed in the most effective manner.

4.3 The Grantee shall comply with the grant aid-terms of the research call, as set out in Appendix 2 of the document INFOMAR Call for Research Proposals 2011.

5 Payment of the grant

5.1 An advance payment of up to 50% of the grant funding shall be paid following the Notification of Award of Research Grant for this project.

5.2 A further payment of 20% will be payable midway through the project duration.

5.3 Final outstanding payment of grant-aid shall be paid upon delivery of final report and agreed outputs in both paper and digital formats.

5.4 All payments shall be made to the Grantee as agent for the Partners.

5.5 Payments related to any expenditure on the project prior to the agreed start date or after the project has been satisfactorily completed, shall not be made under any circumstances.

5.6 Where tax clearance certificates are required no payment will be made unless an up-to-date certificate from the Office of the Revenue Commissioners (or

other relevant authority) has been lodged by the Grantee with the INFOMAR Programme.

6 Project Completion

The project shall finish on the date specified in the Application for Funding, unless extended beyond that date by agreement between the Grantee and the INFOMAR Programme. There shall be no extension without the prior written consent of the INFOMAR Programme.

7 Notices

Any Notices required to be given to or served on the Grantee, shall be deemed to be duly given to or served upon the Grantee if provided in writing.

8 Transfer and assignment

The Grantee shall not transfer or assign directly or indirectly any portion of the terms and conditions without the prior written consent of the INFOMAR Programme.

9 Indemnity

The INFOMAR Programme is merely providing funding for the Project and is not assuming any liability for its execution. Grantees are required to provide the INFOMAR Programme with copies of valid insurance policies in respect of professional indemnity, public liability and employers' liability.

10 Other

All references herein to the INFOMAR Programme shall mean the INFOMAR Programme, its employees, servants and agents.

Where the INFOMAR Programme wishes to inspect the premises of any Grantee, it shall provide a letter of appointment to any person acting on its behalf, and such person shall present that letter of appointment to the grantee as proof that he or she is acting on behalf of the INFOMAR Programme.

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We, the undersigned Grantees, confirm that we have read those documents and are in agreement with the terms and conditions set out therein.

Signed:

Official Stamp:

Name:

Date

This letter should be signed & stamped by an authorised signatory of the lead organisation and returned to:

Linda Grealish,
INFOMAR Programme Office,
Marine Institute,
Rinville,
Oranmore,
Co. Galway