

National Development Plan 2007—2013  
Science, Technology & Innovation Programme

## **Marine Research Sub-Programme**

**Call for Research Proposals  
January 2008**

GUIDELINES FOR GRANTEES

For

**PROJECT-BASED AWARDS**

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## 1 INTRODUCTION

These **Guidelines for Grantees** are intended to provide successful applicants for Project-based Awards under the Marine Research Sub-Programme of the NDP (2007–2013) with insights into the key requirements for awarding grant-aid and their obligations in accepting the offer of grant-aid. This information does not form part of any contract and is provided solely for applicants/grantees information.

In the following the term 'Grantee' refers to the company, lead institution, the principal investigator (or equivalent) and all other project participants, either as individuals or on behalf of institutions. It means each of them separately and all of them together or any number of them collectively.

## 2 COMMENCEMENT OF PROJECTS

The Grantee is required to enter into a contractual relationship with the Marine Institute to perform the work as outlined in the Research Proposal. The co-ordinators for successful projects will be informed of the outcome of the evaluation process and will be invited to address any issues raised in the **Consensus Evaluation Report** and enter into contract negotiations with the Marine Institute. If project negotiations are unsuccessful, or the grantee does not conclude negotiations with the Marine Institute within 30 days of the date of offer, the award will be withdrawn.

Successful applicants must be ready to start work on a date to be agreed with the Marine Institute during project negotiation. In the event that work on the project does not begin within one month of the agreed start date, the project may be cancelled and the advance payment must be refunded to the Marine Institute.

In accepting the award, all project participants undertake to carry out the project according to the work programme as laid out in the project proposal (and any amendments made as a result of the evaluators comments), according to and within the agreed budget amount.

## 3 PAYMENTS OF RESEARCH GRANTS

Funds provided to projects under this programme are discretionary. There is no obligation on the Marine Institute to provide any funds to the Grantee.

Where the Marine Institute provides funds, it will continue to provide funds in accordance with an agreed schedule and subject to the following exceptions:

1. The Marine Institute is dissatisfied with overall performance of the project;
2. Where funds allocated to the Marine Institute are discontinued or reduced;
3. If a funding partner in a co-funded project is unable to continue to meet its funding obligations to the project;
4. If the Grantee fails to comply with the terms and conditions of the research contract;
5. Where there is a change in the legal status of the Grantee;
6. Where the Grantee becomes bankrupt;
7. Where the Grantee fails to discharge any award made against the Grantee within 30 days; or
8. If the Marine Institute is satisfied that the project has encountered undue delay or work on the project has ceased.

Following contract negotiations, acceptance of all grant conditions and signature of a **Grant-Aid Agreement**, an **advance payment** of up to 40% of the total project cost will be made to enable the project to start. Subsequent grant-aid payments will be made in the form of **reimbursement** of eligible costs, supported by receipts and supporting documentation. Eligible costs shall be reimbursed where they are adequately justified by the participant. This reimbursement will be made on the basis of submission of **Cost Statements** in respect of

expenditure already incurred and paid for. The advance payment and subsequent payments will be made to the lead partner as agent for the other Grantees.

Reimbursements will normally be made **twice yearly** provided the necessary cost statements and technical progress reports are submitted on time and that all relevant documentation (both financial and technical) is in order and has been accepted by the Marine Institute or its representative. Further information on financial reporting is provided below (Section 6)

Companies/lead organisations/project co-ordinators are responsible for all aspects of management and implementation of the project. All project participants will be required to ensure that accurate accounts of expenditure are maintained, along with appropriate documentation to support and justify, in particular, the costs and time reported in their Cost Statements. This documentation must be complete (e.g. include reference material such as purchase order numbers, cheque numbers, etc.) and be accurate. They should be held separately from other project records and be retained for a minimum of three years after completion of the Programme. It should be noted that **normal accounting** rules and procedures require that all financial records and information should be retained for seven years after the financial period to which they relate.

The Grantees' financial management systems must also be open to inspection by the Marine Institute, its parent Department and/or the Department of Finance, or their appointees, for the purpose of their financial control and audit procedures.

### ***Tax Clearance & Insurance***

Grantees will be required to present a valid Tax Clearance Certificate prior to grant award, in accordance with Department of Finance regulations. In the case of residents outside the State a tax clearance certificate should be obtained by completing form TC1, which is available from [www.revenue.ie](http://www.revenue.ie).

Grantees are required to provide valid copies of Public and Employer's Liability Insurance and Professional Indemnity Insurance.

Tax clearance and insurance documentation must be updated annually. Evidence of compliance with relevant Health and Safety legislation may be requested.

## **4 DEDUCTIONS FROM AND WITHHOLDING OF GRANT PAYMENTS**

### ***Deductions from Grant Payments***

Where the Grantee fails to comply with financial and technical reporting requirements as outlined here, and detailed in the Grant-aid Agreement and its annexes, the Marine Institute will make deductions from the grant-aid.

1. Failure to supply cost statements or certification statements to the Marine Institute to enable the certification of expenditure **not later than two months** after the end of the reporting period for which it is due, or before the end of the calendar year, whichever falls earlier, will result in deductions from the value of overheads claimed<sup>1</sup>. Any queries regarding cost statements from either the Marine Institute or its Agent must be resolved within 1 month. Deductions will be made as follows:
  - An initial deduction to the value of 20% of the audited overheads claimed for the period will be applied.
  - For each additional month that this information remains outstanding, beyond the initial two months, a further deduction equivalent to 10% of the audited overheads claimed for the period will be applied.
2. Failure to submit technical progress reports not later than two months after the end of the reporting period.

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<sup>1</sup> Where no overhead payments are included in the grant payment, the Marine Institute will make a deduction of 10% from the total project cost.

- For each month that this information remains outstanding a deduction equivalent to 10% of the audited overheads claimed for the period will be applied.

### ***Withholding of Final Grant Payment***

An amount equal to 15% of the Marine Institute grant-aid to the project will be **retained** in all cases pending satisfactory completion of the project. A project will be deemed to be completed satisfactorily, following the certification of the final cost statement, the submission of satisfactorily completed final reports (signed off by the Marine Institute) and submission of any other reasonable documentation as required by the Marine Institute (e.g. End of Project Questionnaire). All final documentation must be submitted **within two months** of the agreed project completion date. Grantees who do not comply with these requirements may be deemed ineligible to apply for future research grants under this programme.

## **5 PROJECT MANAGEMENT**

The Grantee is required to appoint a project co-ordinator for projects supported by the NDP Marine Research Sub-Programme. The project co-ordinator is responsible for all matters associated with or relating to the project for which grant-aid is approved and will at all times be the point of contact between the project and the Marine Institute or its agents. The responsibilities of the project co-ordinator include:

- overseeing the co-ordination of the project to ensure that all deliverables are met;
- ensuring compliance with technical and financial reporting requirements and guidelines (see Section 6);
- liaising with the Marine Institute on all project matters;
- organising and ensuring attendance of all relevant parties at all meetings required during the lifetime of the project;
- where a project steering committee has been established, ensuring that any recommendation made by it are addressed;
- organising and hosting dissemination seminars throughout the project as appropriate; and
- acting as a focus for information exchange between researchers and the Marine Institute.

## **6 REPORTING REQUIREMENTS**

The Grantee is required to provide interim and final reports, both financial and technical, in accordance with a reporting schedule to be finalised in the Grant-Aid Agreement.

The project co-ordinator (on behalf of the lead partner) is responsible for submitting all reports on time and ensuring that they are of a satisfactory standard.

All project reports should be submitted electronically to the Marine Institute, backed up, where necessary, by paper records (e.g. in the case of financial reports). The Marine Institute is developing a research information management system (RIMS) that will allow for the online submission of reports. Grantees may be obliged to submit project reports online via this system once it is operational.

### ***Interim Reporting Requirements***

The Grantee is required to submit financial and technical reports on a six-monthly basis. The first reports are due on the last day of the sixth month after the signing of the Grant aid Agreement. Subsequent reports are due six-monthly thereafter.

In the case of **Desk Studies** where the duration of the award is less than 12 months, grantees are required to submit a progress report half-way through the project.

### *Financial Reporting*

Cost statements, in a format to be supplied by the Marine Institute, must be approved by the Grantee's finance office (or equivalent) and accompanied by a statement of authentication signed by the finance office (or equivalent) of the Grantee. Financial reports may be subject to independent audit by the Marine Institute or its appointed representative. This audit can occur at any stage during, or following, the completion of the project.

### *Technical Reporting*

Interim technical reports should be in a format to be supplied by the Marine Institute and will clearly detail, e.g., progress on the project in relation to the work plan, outputs (publications etc.), difficulties arising, actions planned to overcome these difficulties, etc.

## **Final Reporting Requirements**

### *Final Financial Reporting*

The final project cost statements must be approved by the Grantee's finance office (or equivalent) and accompanied by a statement of authentication signed by the finance office (or equivalent) of the grantee. An independent audit of final cost statements will be undertaken by a registered auditor, engaged by the Marine Institute.

### *Final Technical Reporting*

The Marine Institute requires the project co-ordinator to submit a **Final Report** (in a format to be supplied by the Marine Institute) to describe the objectives, methodologies, outcomes, etc. of the research. A **Synthesis Report** providing an overview of the work may also be required. Finally, a short **Abstract** (max. 700 words) should also be provided. All team members are required to agree and sign-off on the content of these reports. Final reports should be submitted by the end date of the project.

The Marine Institute may require changes to be made to the final report before signing off. If deemed suitable the Final Report, or Synthesis Report, may be published by the Marine Institute. The Marine Institute will endeavour to make all reports (once released) available on its website.

In the case of **Desk Studies**, Grantees are required to provide the Marine Institute with a draft final report only. Should the Marine Institute decide to publish a report based on the draft final report, the Grantee is required to liaise with the Marine Institute (at no additional cost) to make any necessary revisions/amendments prior to publication.

Further instructions on the publishing/circulation of final reports will be provided to grantees by the Marine Institute.

**In addition to the reporting requirements outlined above, Grantees are strongly encouraged to publish the outcome of their research in peer-reviewed journals.**

## **7 MODIFICATIONS TO THE PROJECT**

There are four types of modifications that may be made to the project throughout its duration:

1. Project timeframe
2. Scientific work programme
3. Project personnel
4. Budget expenditure

### *Project Timeframe*

Changes to the timing of individual tasks may be made without prior notice to the Marine Institute on condition that all changes are clearly outlined and justified in the appropriate section of the next interim report.

Changes to the overall timeframe of the project (i.e. project extensions) require prior written approval from the Marine Institute. Where changes are approved this will not imply any additional cost. Delays, or potential delays, should be notified to the Marine Institute at the earliest opportunity.

#### *Work Programme*

Changes to the tasks and work packages (e.g. inclusion/omission of tasks) agreed to in the Grant-Aid Agreement require the prior written consent of the Marine Institute. The Grantee should ensure that project research objectives are not altered or adjusted.

#### *Research Personnel*

Changes to the research personnel engaged on the project should be notified in writing to the Marine Institute.

#### *Budget Expenditure*

- Overall expenditure claimed may not exceed that outlined in the total approved award.
- Re-allocation of costs **between partners** requires prior written notification to, and approval by, the Marine Institute.
- Expenditure claimed on equipment, overheads and other categories may not exceed that allowed in the approved award without prior written approval from the Marine Institute.
- Expenditure claimed on other budget categories may vary from that outlined in the approved award budget **providing** the reasons for such differences:
  - Are clearly outlined in the six-monthly report;
  - Provide a clear benefit to the project, either in terms of management or in conducting the research; and
  - Do not exceed 5% of the total budget amount.

The maximum amount that can be re-allocated over the lifetime of an award is 15% of the total value of the award.

The Marine Institute may request further information on any changes made, or retrospectively refuse or penalise any changes made where the above conditions have been breached.

## **8 PROJECT MONITORING & REVIEW**

### ***Monitoring***

The Marine Institute retains the right at its sole discretion to appoint a technical monitor for the full term of the project and, if necessary, from time to time, appoint a replacement monitor. The technical monitor will act as an agent of the Marine Institute. The Grantee will provide the Marine Institute or its technical monitor with any information relating to the project as the Marine Institute may request from time to time.

From time to time at the request of the Marine Institute, the Grantee shall make its representatives available on reasonable prior notice (not to exceed thirty (30) days) to discuss the progress of the project or any matters relating to the project with a representative or representatives of the Marine Institute and/or its technical monitor.

### ***Steering Committee***

There **may** be occasions where the Marine Institute requires a project steering committee to be set up. The purpose of the steering committee is to provide advice to the research team and the Marine Institute on the overall direction and approach of the project and to provide an external peer review of the research. The steering committee may also advise on the content and structure of the final report. Recommendations provided by the steering committee must be considered and implemented where possible.

The composition of the steering committee will be decided between the Marine Institute and the project's co-ordinator. The steering committee should comprise of individuals with appropriate expertise and experience including international/national experts and if appropriate, representatives from national organisations – both public and private sector. The steering committee may also include one or more of the evaluators who reviewed the proposal during the evaluation process.

The steering committee will meet at regular intervals (e.g. six monthly) for the duration of the project. The project co-ordinator and the project participants are required to attend meetings with the steering committee, present results and engage in discussions with the steering committee and the Marine Institute. These meetings will be organised by the Marine Institute and the project co-ordinator and will normally take place at the Marine Institute, Oranmore, Co Galway.

### **Project Review**

In addition to the monitoring requirements outlined above, projects lasting four years or more will be subject to a detailed review process after three years. This external peer review may be conducted through the steering committee process (outlined above) or through any other means determined by the Marine Institute. The purpose of this review process is to ensure that projects are meeting agreed objectives and milestones and to confirm funding requirements beyond the three year point. Funding may be terminated following an unsatisfactory review.

## **9 DISSEMINATION AND COMMUNICATIONS**

Where the research supported by the NDP Marine Research Sub-Programme is 'public good' research the Grantee is required to make known the research outputs/results to others. The dissemination and communication of research findings to stakeholders, including policy makers, industry, the research community and the public is therefore a key objective for the Programme.

Each project co-ordinator should develop a dissemination plan. This should indicate targets for publication; establish dates for project seminars and workshops to be held during, and at the conclusion of, the project.

Project participants are strongly encouraged to submit papers relating to the research supported by this Programme to **peer-reviewed journals** and to present findings at national and international conferences and industry workshops. The project co-ordinator is required to provide the Marine Institute with electronic copies of all materials accepted for publication (papers, posters, articles etc.).

## **10 DATASETS**

Where research projects produce significant datasets, it is the responsibility of the Grantee to submit a full description of the dataset(s) to the Marine Institute in ISO 19115 standard format. A template will be provided by the Marine Institute for this purpose. This metadata is additional to any formal project reports, and will be made publicly available. The Grantee is required to provide details of how such datasets will be maintained and how other researchers can access and make use of them.

If requested, the Grantee may be required to provide digital copies of all data to the Marine Institute at no additional cost. If requested by the Grantee, datasets will not be made publicly available (other than to the Grantee and Marine Institute staff) for a period of 12 months after the publication of the project report, but all datasets may thereafter be made publicly available.

## 11 PUBLICITY

The Grantee should make reference to the support received from the National Development Plan 2007-2013, the Marine Institute, and other funding partners, in any outputs (publications etc.), publicity or promotional activities relating to the project. All media releases concerning projects supported by the Marine Research Sub-Programme should be provided to the Marine Institute for agreement prior to issue. The project co-ordinator may be requested, and should be available, to provide an overview/update on the project to the media (newspapers, trade magazines, radio or television).

The Marine Institute will provide Grantees with the appropriate logos and wording to be used in all publicity material.

It is a responsibility of the project co-ordinator to be aware of and respect copyright laws in any publication.

## 12 TERMINATION

The Marine Institute may terminate the grant-aid agreement upon written notice to the Grantee at any time in the event that:

1. the Grantee commits any breach of the agreement and fails to remedy such breach (if capable of remedy) within thirty (30) days of receiving notice from the Marine Institute;
2. the Grantee, being a company, goes into liquidation (whether voluntary or compulsory) or receivership or has an examiner appointed to it, or being an individual is declared bankrupt.
3. the Grantee fails to carry out the research in accordance with the agreement;
4. the Grantee receives an unsatisfactory (three-year) review;
5. the Grantee provides any information (including in relation to expenditure) or report to the Marine Institute or its agents which is incorrect or inaccurate; or
6. there is a change in identity of any partner or in the legal relationship between the Grantee and any of the partners without the consent of the Marine Institute.

## 13 INTELLECTUAL PROPERTY

The Grantee is required to take all necessary steps to:

1. preserve and protect such intellectual property rights including, where appropriate, by applying for patent registration; and
2. actively to exploit any discoveries, inventions or processes resulting from the research, by means of commercial licensing arrangements and otherwise.

There is a requirement that the intellectual property produced by the research project, where commercially appropriate, will be exploited and commercialised.

Whenever possible, intellectual property shall be managed for the benefit of enterprise development in Ireland.

In line with the recommendations of the *National Code of Practice for Managing Intellectual Property from Publicly Funded Research*<sup>2</sup>, the Marine Institute acknowledges that the research performer owns all rights to intellectual property generated by the project. The lead partner is required to have a partnership IPR agreement in place between the participants.

Where the lead partner (and collaborating participants) has not moved to exploit or commercialise intellectual property produced by a project funded under the NDP Marine Research Sub-Programme, the lead Partner agrees, if requested by the Marine Institute, to appoint the Marine Institute as its exclusive agent to exploit the intellectual property on its behalf or appoint a mutually acceptable third party IP broker. This situation could be

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<sup>2</sup> [http://www.forfas.ie/icsti/statements/icsti040407/icsti040407\\_ip\\_report\\_complete.pdf](http://www.forfas.ie/icsti/statements/icsti040407/icsti040407_ip_report_complete.pdf)

anticipated to occur should exploitation or commercialisation not take place within two years of the first identification of the intellectual property.

The Grantee is responsible for ensuring that the research carried out and the final and interim report and any publications arising from the project shall not knowingly infringe the intellectual property rights, including the copyright, of any third party. The Grantee is required to indemnify and keep indemnified the Marine Institute against any claims by any third party that the results of the research and the final progress report infringe that third party's rights.

## **14 FREEDOM OF INFORMATION**

Information supplied to the Marine Institute may be disclosed in response to a request under the Freedom of Information Act, 1997 and Freedom of Information (Amendment) Act, 2003. It is the responsibility of the applicant to indicate at the time of making an application which information should not be disclosed and the reasons for non-disclosure. The Marine Institute will consult with applicants about this information before making a decision on any Freedom of Information.

## **15 DATA PROTECTION ACT**

Personal information supplied to the Marine Institute in relation to the NDP 2007–2013 Marine Research Sub-Programme will be stored by electronic means (e.g. database) for use only in connection with applications to the Programme. The provisions of the Data Protection Act, 1988 and the Data Protection (Amendment) Act, 2003 will be fully complied with.