

Marine Research Programme 2014-2020

GUIDELINES FOR APPLICANTS For INDUSTRY-LED AWARDS

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1 BACKGROUND

[Harnessing Our Ocean Wealth – An Integrated Marine Plan for Ireland \(2012\)](#) sets out the Government’s vision, high-level goals and key enabling actions to put in place the appropriate policy, governance and business climate to enable Ireland’s marine potential to be realised.

Vision and Goals

“Our ocean wealth will be a key element of our economic recovery and sustainable growth, generating benefits for all our citizens, supported by coherent policy, planning and regulation, and managed in an integrated manner.”

Harnessing Our Ocean Wealth has three high-level goals, of equal importance, based on the concept of sustainable development:

- **Goal 1** focuses on a **thriving maritime economy**, whereby Ireland harnesses the market opportunities to achieve economic recovery and socially inclusive, sustainable growth.
- **Goal 2** sets out to achieve **healthy ecosystems** that provide monetary and non-monetary goods and services (e.g. food, climate, health and well-being).
- **Goal 3** aims to increase our **engagement with the sea**. Building on our rich maritime heritage, our goal is to strengthen our maritime identity and increase our awareness of the value (market and non-market), opportunities and social benefits of engaging with the sea.

The [National Marine Research & Innovation Strategy 2017-2021](#) identified the need to increase opportunities for SMEs (Small or Medium Enterprise) to participate in marine research as a key implementing action for the strategy. The strategic objectives are to:

- Raise research capacity across the 15 research themes.
- Target research funding, with the overall goal of raising research maturity, to topics matching requirements articulated in state policies and sectoral plans.
- Have coherence in the approach to marine research by the various state actors involved in funding marine research.

Applicants will be required to select one of the 15 research themes when completing the application details on the Marine Institute’s online grant management system (RIMS). Note: only one theme may be selected, which is the main research focus of the award.

This research call is also proposed to be co-funded under the European Regional Development Fund (ERDF) under priority 1 – Strengthening Research, Technology Development and Innovation. The regions concerned are the Border, Midland and Western (BMW) Region and the Southern and Eastern Region, which cover the Republic of Ireland. Please also refer to **Section 4 Who Can Apply?**

The objective of the Marine Research Programme is to provide funding to the marine sector in Ireland that will:

- Build new research capacity and capability;
- Enable sharing of existing knowledge and technology transfer;
- Increase competitiveness and opportunities for sustainable economic growth;
- Protect and conserve marine resources;
- Inform public policy; and
- Increase public awareness of our maritime heritage.

The research priorities for 2014-2020 aim to support sustainable economic growth, promote innovation, protect marine ecosystems and inform policy, governance and regulation of the Irish marine sector.

Industry-led Awards funded by the Marine Institute will provide assistance for appropriate research activities that support the goals of *Harnessing Our Ocean Wealth*, and/or address the objectives of other national and international marine strategies/plans, for example:

- National Marine Research & Innovation Strategy 2017-2021
- Our Ocean Wealth Task Force Reports:
 - Report of the Development Task Force
 - Report of the Enablers Task Force on Marine Spatial Planning
- Food Wise 2025
- Innovation 2020
- EU Blue Growth
- EU Strategy for the Atlantic (2011) and
- EU Atlantic Action Plan 2014-2020.

2 INTRODUCTION

These **Guidelines for Applicants for Industry-led Awards** provide details on general issues such as eligibility, the evaluation and awarding of research grants, research costs and the application process. Successful applicants will be required to sign a Grant-aid Agreement in advance of starting any work funded by this Programme.

This is an Industry-led Award and therefore applicants must apply via the **Industry-led Award** call type under the **Open Calls** tab on their portal.

A description of the aims of this call for research proposals is provided in the **Terms of Reference** document, which is available to download from the *Research & Funding* pages of the Marine Institute's website¹.

3 DURATION & VALUE OF AWARDS

The duration of successful awards under this call is expected to be 24 months. Note: Applicants can apply for any period from 18 to 36 months.

The **maximum grant-aid** for any individual award will be **200,000 Euro**.

Taking into account European Commission regulations concerning state-aid, these awards are currently operating within the limits of "De Minimis Aid". Therefore, the ceiling for aid to any one company over a three-year period is 200,000 Euro. Please refer to **Appendix 5** for further clarification.

Successful grantees will receive payment in instalments, 20% on signature of the grant-aid agreement and the remaining 80% in annual instalments following submission of the required reports (financial and technical).

In developing a detailed work programme for their research proposals, applicants should refer to the **Terms of Reference** document.

¹ <http://www.marine.ie/Home/site-area/research-funding/research-funding/research-funding>

4 TYPES OF AWARD AND ELIGIBILITY

This funding instrument is designed to help SMEs in the marine sector to develop their capacity to engage in research and maximise the impact of the research. Awards can be either 1) a Company Award or 2) a Collaborative Award.

Company Awards are awarded to individual companies to help them with a research project that will enhance their competitiveness through the development or acquisition of scientific or technological knowledge and its use or application by the company. Companies are expected to complete a significant amount of the work in-house and subsequently take steps to commercialise the research outputs by developing new or improved products, processes and services. Companies may draw upon public or private research performers to provide specialist inputs, expertise or facilities not available within the firm (i.e. sub-contract), but necessary to allow the firm to complete the work programme.

Collaborative Awards supports companies working in collaboration with each other and/or with a public research body (refer to Appendix 4) to engage in research that benefits the group of companies or the marine industry. The research should be novel and innovative and directed towards enhancing the competitiveness of the marine sector.

Who May Apply?

Applications are invited from eligible legal entities with the appropriate scientific and technical qualifications and research expertise. The lead institution **must be** a small or medium enterprise with their registered company address based in the Republic of Ireland.

Table 1 SME Definition (refer to Appendix 3)

Company Category	Number of Employees	Turnover	Balance Sheet Total
Micro	<10	<€2m	<€2m
Small	<50	<€10m	<€10m
Medium-sized	<250	<€50m	<€43m

Applications for **Company Awards** will be accepted from individual companies (SMEs).

Applications for **Collaborative Awards** will be accepted from companies (SMEs) in partnership with another SME or a public research body as outlined in Appendix 4.

Partnerships are permissible, with eligible partners being higher education institutes, research institute or other public bodies and industry (e.g. other SMEs) from the Republic of Ireland or Northern Ireland. International partners are also eligible. Companies in Northern Ireland are not eligible to apply for the Company Award, but can apply for a Collaborative Award where the lead SME is based in the Republic of Ireland.

5 EVALUATION OF PROPOSALS

A panel of national/international experts established by the Marine Institute's Research Funding Office will evaluate eligible proposals. All reasonable measures will be taken to ensure *objectivity, fairness, quality and confidentiality*.

Eligible proposals will be evaluated using the following criteria:

Criteria	Marks
1. Understanding of the strategic context of the project and the specific research theme	10%
2. Extent to which the project addresses the objectives of relevant national/international marine strategies including benefits and impacts of the project	20%
3. The scientific and technical quality of the research proposal including the technical capability of the project team to carry out the project	30%
4. Evidence within the research proposal of ability to address the specific deliverables required in the project Terms of Reference	15%
5. Management of the project	10%
6. Costs and value for money	15%

Further information on the evaluation criteria and procedure is provided in **Appendix 1** to these Guidelines.

In accepting and evaluating research proposals the Marine Institute does not commit funding to any project or guarantee that funds will be made available to research proposals submitted under any call for proposals.

6 ETHICAL & GENDER ISSUES

Applicants should demonstrate that they have taken into account any relevant ethical issues associated with the proposed research, indicating which national and/or international regulations are applicable and how these will be adhered to.

The EU principle of gender mainstreaming applies². Applicants are encouraged to take action to encourage female leads on research projects and shall be required to report the ratios of males to females working on projects.

7 GRANT-AID RATES & ELIGIBLE COSTS

This call for research proposals is intended to fund not-for-profit or pre-commercial research on a re-imbusement basis. Funding is provided for up to 100% of **eligible costs**, depending on the nature of the organisation undertaking the research. Table 1 below indicates the maximum levels of grant-aid rates applicable to each type of organisation.

Table 2 Maximum levels of applicable grant-aid rates

SME (Small and Medium-sized Enterprises)	Higher Education Institute/ Research Institute/ Other Public Research Body
75%	100%

² <http://eige.europa.eu/gender-mainstreaming>

Eligible Costs

Eligible costs are defined as **direct** or **indirect costs** incurred in carrying out the research project. They must fulfil the following criteria:

- They must be **actual**;
- They must be **reasonable** and **wholly necessary** for the project;
- They must be incurred **during the lifetime** of the project;
- They must be **recorded** in the accounts for the project, which must be maintained during the lifetime of the project and reported on as required by the Marine Institute;
- They must **not be funded from any other source**; and
- They must be **incurred solely to advance the research project**³.

The eligible **cost categories** are:

1. Staff Costs (see note below)
2. Consumables (e.g. laboratory supplies, books and specialist publications)
3. Travel and Subsistence
4. Sub-contracts/external assistance
5. Publication
6. Other agreed costs (e.g. software licences)
7. Overheads (see note below)

Staff Costs

Small and Medium-sized Enterprises (SMEs) - The staff costs of all staff (permanent and temporary) allocated to the project can be used to calculate the full cost of the project, which is then grant-aided according to the maximum level of applicable grant-aid laid out in Table 1 (above). Note: individuals must be company employees, otherwise classed as sub-contractors/external assistance.

Higher education institutions and other public research bodies - A core principle of this programme and the Government's Strategy for Research and Development, Science, and Technology (Innovation 2020) is capacity building. Accordingly, the programme **does not** support costs associated with existing staff⁴ within higher education institutions and public bodies working on a project. Existing staff costs are not eligible costs.

Overheads

Overheads are indirect costs and will be paid a maximum rate of 25% of direct costs minus sub-contract/external assistance.

Grantees may apply to the Marine Institute to transfer between cost headings, and between partners, during the grant term. All budget reallocations will be subject to approval.

Further information on the above cost categories is provided in **Appendix 2**.

Non-eligible Costs

No costs other than eligible costs will be allowed. **Non-eligible costs** include the following:

- any interest, or return on capital employed;
- provisions for possible future losses or charges;
- interest owed;
- provisions for doubtful debts;
- resources made available to a Grantee free of charge;

³ If items benefit both the research project and other work the costs shall be eligible only in the proportion that can be attributed as benefiting the project.

⁴ Here existing staff means staff that are permanent/core staff.

- unnecessary or ill-considered expenses;
- marketing, sales and distribution costs for products & services;
- entertainment or hospitality expenses, except such reasonable expenses accepted as wholly and exclusively necessary for carrying out the work under the grant-aid.

De Minimis Rules (Industry Partners only)

Industry partners will be subject to the EU De Minimis which states that “State Aid given to an enterprise cannot exceed €200,000 over any three fiscal years to any company irrespective of size or location”.

8 GRANT AWARD

All applicants will be notified in writing of the results of the evaluation. The letter will outline the contractual obligations and conditions that apply to the award. Applicants must acknowledge receipt of the award letter and acceptance of the conditions attached to the award. In accepting the award, applicants agree to carry out the work according to the work programme in the project proposal (taking into account modifications arising from the evaluators’ recommendations) and the agreed budget.

9 FREEDOM OF INFORMATION ACT

Information supplied to the Marine Institute may be disclosed in response to a request under the Freedom of Information Act, 2014. 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 request.

10 DATA PROTECTION

Personal information supplied to the Marine Institute will be stored by electronic means (e.g. database) for use only in connection with applications for grant-aid. The provisions of the Data Protection Act, 1988 and the Data Protection (Amendment) Act, 2003 will be fully complied with. The Marine Institute and the Applicant will comply with the EU General Data Protection Regulation (2016/679) from the regulation enforcement date of 25th May 2018.

11 INTELLECTUAL PROPERTY RIGHTS

It is the responsibility of the applicant to ensure procedures for managing intellectual property are maintained and appropriately applied. This programme provides funds for not-for-profit, public good research. The Marine Institute expects that outputs and findings should be widely disseminated and made publicly available.

However, the Marine Institute acknowledges research outputs with commercial potential may arise during the completion of the work programme. Where the researcher(s) want to restrict access to intellectual property for the purpose of commercialisation of research results, the Marine Institute should be informed in advance. Costs associated with registration of patents, registered designs, registered trademarks etc. are not eligible costs.

Applicants shall be guided by “Inspiring Partnership” the national IP Protocol 2016 for Ireland⁵.

For **Collaborative Awards**, it is the responsibility of the partnership to conclude an appropriate agreement covering IPR.

⁵ <http://www.knowledgetransferireland.com/News/The-National-IP-Protocol-.html>

12 APPLICATION PROCEDURE & DEADLINE

Research proposal applications should be prepared with reference to the relevant **Terms of Reference**.

Applications must be submitted using the appropriate **Application Form**. An electronic copy of this application form can be downloaded from the Marine Institute's online **Research Information Management System (RIMS)**. The application form includes instructions for its completion.

Only applications made on the appropriate application form will be accepted for evaluation and no other materials are required. The application forms and onscreen fields are structured to capture the information required to evaluate proposals and applicants are requested to adhere strictly to the stipulated headings and word limits.

RIMS will validate that all the mandatory fields of the online application have been completed. If they have not, you will be required to complete them before the application can be submitted. Do not leave submission of your application until the last minute, as you may find errors at this stage that need to be corrected.

A detailed project budget must be provided using the **MS EXCEL budget template** provided as part of the application form. An electronic copy of this budget template can be downloaded from RIMS also.

- If you are already registered on RIMS please visit <https://marine.smartsimple.ie/>.
- To register as a new user please email rims.support@marine.ie with a request for a password and provide details of your organisation and your role.

The closing date for receipt of proposals is:

NOT LATER THAN 16:00 HOURS ON THURSDAY, 21ST JUNE 2018
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All applicants will be issued with an acknowledgement of receipt via email shortly after submission.

Applicants should complete all sections of the application form, which must be signed by the Managing Director or Financial Controller in the lead SME organisation. The applicant must sign the declaration form and upload the application on the online grant management system (RIMS).

Late applications will not be accepted.

13 FURTHER INFORMATION & CONTACT DETAILS

Further Information/Clarifications

Requests for further information/clarifications should be addressed, preferably by **email**, to the contact details below. Responses to requests for further information/clarifications will be made available to all interested parties via the *Research Funding* pages of the Marine Institute's website. Requests for further information/clarifications must be received **two weeks before** the closing date.

It is the responsibility of all applicants to ensure that they keep informed of any responses to clarifications prior to submitting an application.

CONTACT DETAILS
Research Funding Office Marine Institute Rinville Oranmore Co. Galway H91 R673 Ireland funding@marine.ie Tel. +353 (0)91 387200

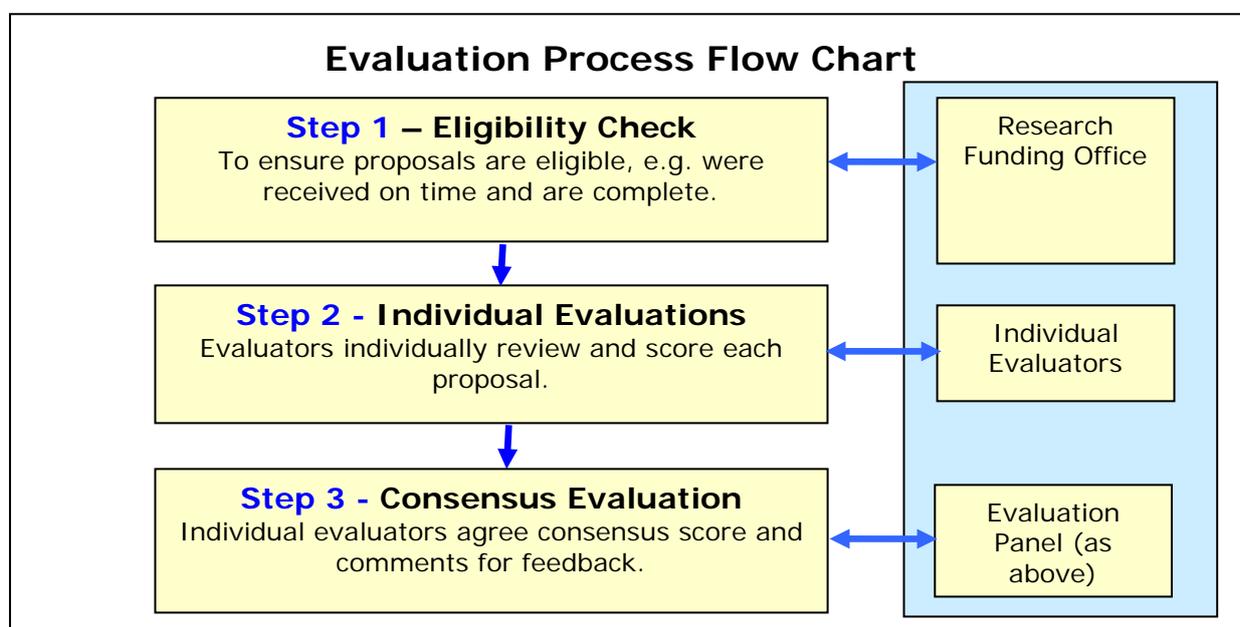
APPENDIX 1 - EVALUATION PROCEDURE

The evaluation of proposals is managed by the Research Funding Office. The process aims to be fair and transparent and to provide constructive feedback to applicants. Evaluation of proposals is based on the established principles of **Transparency, Equality of Treatment, Impartiality, and Efficiency and Speed**.

Evaluation is conducted in four steps, as follows:

Step	Undertaken by
1. Eligibility Check	Research Funding Office
2. Individual Expert Evaluation	Independent Experts
3. Consensus Evaluation	Report compiled by Research Funding Office from Individual Expert Evaluations

In accepting and evaluating research proposals the Marine Institute does not commit funding to any project or guarantee that funds will be made available to research proposals submitted under any call for proposals.



1) Eligibility Check

Proposals for funding received by the notified submission date are checked for compliance with the general **Eligibility Criteria**. These criteria include:

- Is the proposal from an eligible company?
- Are all sections of the application form completed correctly - including the declaration by the lead applicant, with appropriate signatures?
- Does the application form contain adequate information to allow the proposal to be properly evaluated?

Applicants whose proposals are considered to be ineligible will be notified and an explanation provided of the reason(s) why their application was considered to be ineligible. Proposals meeting the eligibility criteria will go forward for independent expert evaluation.

2) Individual Expert Evaluation

The Marine Institute maintains a panel of independent expert evaluators (national and international) to assist in the evaluation of all proposals for funding. The names of the experts assigned to individual proposals are not made public. However, the Marine Institute makes available lists of all the experts participating on its evaluation panels at regular intervals.

Proposals meeting the eligibility criteria are evaluated based on their individual merit by two/three individual experts chosen from the Panel of Experts. Where feasible, the same experts evaluate all eligible proposals received for a particular research theme. The experts examine the proposal(s) assigned to them and score and comment on each proposal under each of the **Evaluation Criteria** using an **Individual Evaluation Form**. Applicants are advised of these evaluation criteria in the **Guidelines for Applicants**.

3) Consensus Evaluation

Once the individual experts to whom proposals have been assigned have completed their individual evaluations, a draft **Consensus Evaluation Report** is circulated to the evaluation panel for their approval. Consensus agreement by electronic correspondence between evaluators is the preferred route. However in some instances a **Consensus Meeting** or teleconference may be required to enable joint consideration of proposals by the individual experts. An officer from the Research Funding Office may act as moderator/rapporteur for each consensus meeting. Their role is to support the process and ensure that the panel evaluation is carried out in a fair and proper fashion.

During the consensus meeting the experts consider each proposal and agree on a final mark for each of the evaluation criteria and an overall mark (score) for the proposal. They justify their marks with constructive and informative comments suitable for feedback to the applicant and agree on an overall **Consensus Evaluation Report**. All applicants, whether successful or unsuccessful, receive a copy of the Consensus Evaluation Report for their proposal.

4) Evaluation criteria

Criteria	Marks
<p>1. <i>Understanding of the strategic context of the project and the specific research theme</i></p> <ul style="list-style-type: none"> • Will the maturity level across the theme be increased by the development of new or significantly improved services, products or processes? • Will networks and relationships be developed and advanced? • Will the research underpin a sustainable advance in the SME's scientific or technological capability? 	10%
<p>2. <i>Extent to which the project addresses the objectives of relevant national and international marine strategies including benefits and impacts of the project</i></p> <p><i>Will the research:</i></p> <ul style="list-style-type: none"> • Develop new research capacity and capabilities in Ireland? • Create new industrial and commercial opportunities for companies in the marine sector? • Stimulate the application or use of scientific or technical knowledge and expertise to advance the competitiveness or environmental sustainability of marine companies? • Support the generation of new knowledge in areas of importance to Ireland's economy? • Enable the sustainable development and management of marine resources? • Address and contribute to the management of Ireland's future economic, social and environmental well-being? • Have the benefits and impacts been clearly demonstrated? 	20%

Cont..

Criteria	Marks
<p>3. <i>The scientific and technical quality of the research proposal including the technical capability of the project team to carry out the project</i></p> <ul style="list-style-type: none"> • Scope and complexity of the research proposal • Excellence of the research proposal • Originality/degree of novelty in the proposed approach/methodology • Competences to be developed by the project • Qualifications of the proposed research team • Suitability of the expertise and experience of the proposed research team • Participation in other research programmes (past & current) 	30%
<p>4. <i>Evidence within the research proposal of ability to address the specific deliverables required in the project Terms of Reference</i></p> <ul style="list-style-type: none"> • Proposed approach to meeting the specific deliverables of the project • Track record and expertise of the team in areas targeted by the deliverables 	15%
<p>5. <i>Management of the project</i></p> <ul style="list-style-type: none"> • Is there a clear project plan? • Are tasks identified and time allocations realistic? • Consideration of commercialisation potential 	10%
<p>6. <i>Costs and value for money</i></p> <ul style="list-style-type: none"> • Total cost • Detail of costs • Facilities and other contributions from the SME 	15%

Successful applicants may be asked to make changes to their proposals during the grant-aid negotiation phase to accommodate the comments of the evaluators, and may also be requested to attend an interview to discuss their work programme in more detail.

Declaration of Confidentiality and Conflict of Interest

Evaluators are required to read and sign a Declaration of Confidentiality and Conflict of Interest Form. If an expert considers that they may have a vested interest in a proposal or that potential conflict of interest may arise as a result of their participation in the evaluation of any proposal they are asked to declare this and may not participate in the evaluation process. In line with EU General Data Protection Regulation evaluators are requested to delete all personal information included in the application documentation once the evaluation process is complete.

Freedom of Information

The Freedom of Information (FOI) Act 2014 provides a legal right to individuals to obtain access to information held by public bodies, to the greatest extent possible consistent with the public interest and the right to privacy. The Act provides strong protections for information supplied in applications that is confidential, commercially sensitive or personal (Sections 35, 36 and 37 of the FOI Act refer). The Act also gives certain rights to individuals or companies who supply such information. These rights ensure that information that is confidential, commercially sensitive or personal cannot be released under FOI without the person supplying such information being consulted. There is also a right of appeal to the Information Commissioner, who is an independent authority for FOI matters.

APPENDIX 2 - COST CATEGORIES

1) Staff Costs

Higher education institutions and public bodies - The programme does not support costs associated with existing permanent/core staff within higher education institutions and public bodies working on a project. Existing staff costs are not eligible costs.

Private organisations (including SMEs) - The staff costs of all staff (permanent and temporary) allocated to the project can be used to calculate the full cost of the project, which is then grant-aided according to the maximum level of applicable grant-aid laid out in Table 1 (above). Note: individuals must be company employees, otherwise classed as sub-contractors/external assistance.

Staff costs are deemed to be the gross salary of eligible staff members together with the grantee's contribution to their pension and PRSI costs. Only the costs of the actual hours/days worked by the persons directly carrying out work under the project may be charged. All personnel who are employed on a specific project will be required to maintain and make available timesheets. Such personnel must:

- o Be directly hired by the participant in accordance with its national legislation;
- o Work under the sole technical supervision and responsibility of the latter, and
- o Be remunerated in accordance with the normal practices of the participant.

Person-day costs are limited to the actual salary cost including employers PRSI and statutory pension contributions made on behalf of the employee into a defined pension scheme. This rate must be specified in the budget and is subject to a maximum of 20% of salary. The employer's pension contributions will only be eligible for payment when relevant documentation is provided to the Marine Institute (or its agents) and where these contributions are made to an appropriate pension scheme.

Where applicants are uncertain at the time of submitting an application as to the exact identity of personnel involved in the project then salary rates may be used for categories of staff, where staff are paid on specified salary grades or scales (e.g. IUA). This rate must be verifiable and where an application is successful, must be adjusted to the actual rate of pay for each individual at the time of submitting a claim for reimbursement of expenditure.

Costs for remuneration of salary should be taken from the payroll records of the participant and should reflect the total gross remuneration plus the employer's portion of PRSI and pension contributions. Remuneration costs must be calculated individually for each staff member and the use of average salary or pay scale levels (other than as indicated above) is not permitted.

Masters and PhD student costs are eligible (stipend and fees) provided that students are registered full-time with an appropriate higher education institute awarding higher degrees. Summer student bursaries are also eligible costs (stipend only).

2) Consumables

Consumables usually relate to the purchase, fabrication, repair or use of any materials, goods or equipment and software which:

- o Are not placed in the inventory of durable equipment of the participant (fixed asset register);
- o Are not treated as capital expenditure in accordance with the accounting conventions and policies of the participant; and
- o Have a short life expectancy, certainly not greater than the duration of the project.

The purchase of a personal computer/laptop is considered part of the cost of providing facilities for a member of staff (such as desk, phone, stationery, etc.) and is therefore deemed an overhead cost and is included in the allocation for overheads.

Consumable or material costs must be separately identifiable and necessary for the project. Where it is the usual practice of the contractor to consider consumable costs as indirect costs, those costs therefore cannot be charged as direct eligible costs of the project. Any exceptions to the above must be clearly documented and a case made to justify expenditure outside the general rule. Such cases must be submitted to the Marine Institute for prior approval before any commitments can be made on expenditure.

3) Travel and Subsistence

Actual travel and related subsistence costs (including those based on approved mileage and subsistence rates) for personnel working on the project are fully reimbursable and may be charged to the project, provided that the costs comply with the participants normal practices in this regard. Where such costs are incurred they must be reasonable, separately identifiable, limited to the actual cost and should be a specific requirement for the implementation of the funded project.

Where travel costs are incurred by employees involved in the project and such costs are reimbursed by the participant on the basis of a lump sum or *per diem* basis then it is the lump sum or *per diem* payment that is considered to be the eligible cost. All lump sums or per diem payments in this regard must be in keeping with the normal practices of the participant's organisation.

Where individuals are reimbursed for use of their private vehicle for business travel by way of mileage then the relevant rate per mile, destination, number of miles travelled and purpose of journey, must be clearly stated and the necessity for such travel demonstrated to the Marine Institute. In all cases such rates must not exceed the current civil service or other Revenue Commissioner approved rates and must be in keeping with the participants' normal practices.

Where researchers outside of the State are required by the project co-ordinator to attend project meetings in Ireland, their costs will be deemed eligible and will not require prior approval. The approval of such travel will be contingent upon adequate budget being available, based on the applicants original submission, and appropriate justification being provided by the relevant participant. Failure to do so will result in all costs relating to travel from outside of the country being disallowed.

4) Sub-contracts/external assistance

In general, participants should ensure that they have the necessary skills within the project team to carry out the work programme. However, the Marine Institute recognises that this may not be possible in all cases. In particular, where specialist resources are required, it may be necessary to obtain external assistance in the form of sub-contract or consultancy arrangements. These costs may only be charged as external assistance to the project if:

- they are incurred in compliance with the conditions set out in the Grant-aid Agreement;
- they do not exceed 20% of the overall grant-aid allocated to the project;
- the subcontracts for external assistance are awarded and concluded in accordance with the normal Irish government grant-aid procedures as set out in the Department of Finance public procurement regulations (e.g. three quotations must be obtained for all sub-contractors valued at more than €5,000 (including VAT), and subcontracts above €25,000 (including VAT) must be published on www.etenders.gov.ie);
- they are in accordance with market prices;
- copies, certified by the Grantees concerned, of relevant invoices are attached to the corresponding cost statements; and
- a clear explanation is given as to why the project team could not have included these specialist skills.

Sub-contract arrangements between participants are not permitted. Core elements of any project funded under the Marine Research Programme 2014-2020 may not be subcontracted.

As sub-contracting and consultancy arrangements invariably relate to the production of a service, it should be clear in all consulting or sub-contracting arrangements that any intellectual property arising from such work remains the property of the participant and must be at the entire disposal of the participant.

5) Publication

Costs should be included to cover the preparation and publication of research outputs, e.g. reports, brochures, books and other publications.

Applicants should also include the cost of preparing the draft final report to a design format and layout approved by the Marine Institute (typically €5,000+), which includes photography, preparation of report tables and diagrams and proofing.

Patent costs are excluded.

6) Other Costs (as agreed)

This allows for specific actual costs, which do not come into any of the above eligible cost categories. They may include costs associated with facilities, software licences, analysis, etc. Such costs may only be claimed subject to prior approval by the Marine Institute.

Equipment purchases is not an eligible cost under this call.

7) Overheads

A contribution to overheads of a **maximum** of 25% of modified costs is allowed. Modified costs are defined as all eligible costs excluding sub-contracts/ external assistance. Costs deemed to be covered by overheads include laptops, stationery, interview expenses, advertising costs, etc.

Value Added Tax (VAT)

Where a participant organisation is registered for Value Added Tax (VAT) and able to reclaim any VAT they incur on their costs then all expenditure items included in their application for funding and subsequent claims for reimbursement should be shown at the VAT exclusive amount. Where an organisation is not entitled to reclaim the VAT that they incur in relation to their costs then the amounts included in their application for funding and subsequent claims for reimbursement should be the VAT inclusive amount. Applicants will be required to specify their VAT status in the Application Form for funding.

DPER Circular on Grant Management

Successful applicants will have to adhere to the relevant requirements contained in circular 13/2014 *Management of and Accountability for Grants from Exchequer Funds* issued by the Department of Public Expenditure and Reform on 26-Sep-14. These requirements, dealing with reporting of grant expenditure, publication of the award details in the grantee's financial statements and disposal of assets, will be detailed in the Grant-Aid Agreement.

APPENDIX 3 - DEFINITION OF AN SME

1. Small and medium-sized enterprises (SMEs⁶) are defined as enterprises which:
 - o have fewer than 250 employees, **and**
 - o have either,
 - o an annual turnover not exceeding €50 million, or
 - o an annual balance-sheet total not exceeding €43 million, **and**
 - o conform to the criterion of independence as defined in paragraph 4.
2. Where it is necessary to distinguish between small and medium-sized enterprises, the **'small enterprise'** is defined as an enterprise which:
 - o has fewer than 50 employees **and**
 - o has either,
 - o an annual turnover not exceeding €10 million, or
 - o an annual balance-sheet total not exceeding €10 million,
 - o conform to the criterion of independence as defined in paragraph 4.
3. Where it is necessary to distinguish **micro-enterprises** from other SMEs, these are defined as:
 - o enterprises having fewer than 10 employees;
 - o annual turnover not exceeding €2 million; or
 - o annual balance sheet total not exceeding €2 million.
4. Independent enterprises are those which are not owned as to 25% or more of the capital or the voting rights by one enterprise, or jointly by several enterprises, falling outside the definitions of an SME or a small enterprise, whichever may apply. This threshold may be exceeded in the following two cases:
 - o if the enterprise is held by public investment corporations, venture capital companies or institutional investors, provided no control is exercised either individually or jointly,
 - o if the capital is spread in such a way that it is not possible to determine by whom it is held and if the enterprise declares that it can legitimately presume that it is not owned as to 25% or more by one enterprise, or jointly by several enterprises, falling outside the definitions of an SME or a small enterprise, whichever may apply.
5. In calculating the thresholds referred to in paragraphs 1 and 2, it is therefore necessary to cumulate the relevant figures for the beneficiary enterprise and for all the enterprises that it directly or indirectly controls through possession of 25% or more of the capital or of the voting rights.
6. Where, at the final balance-sheet date, an enterprise exceeds or falls below the employee thresholds or financial ceilings, this is to result in it acquiring or losing the status of 'SME', 'medium-sized enterprise', 'small enterprise' or 'micro-enterprise' only if the phenomenon is repeated over two consecutive financial years.
7. The number of persons employed corresponds to the number of annual working units (AWU), that is to say, the number of full-time workers employed during one year with part-time and seasonal workers being fractions of AWU. The reference year to be considered is that of the last approved accounting period.
8. The turnover and balance-sheet total thresholds are those of the last approved 12-month accounting period. In the case of newly established enterprises whose accounts have not yet been approved, the thresholds to apply shall be derived from a reliable estimate made in the course of the financial year.

⁶ http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/index_en.htm

APPENDIX 4 - PUBLIC RESEARCH BODY

For the purpose of this call a public research body is defined as “a public sector body or a legal entity governed by private law with a public service mission providing adequate financial guarantees, who are undertaking research and are based on the island of Ireland”. A public research body must be a legal entity with their registered office address in the Republic of Ireland or Northern Ireland.

Therefore, there are two clear cases of entities that are considered public bodies:

1) Public sector bodies

Any public authority or entity set up under public law by a state or one of its authorities (e.g. government). Even if such an entity has a legal personality, it acts on behalf of the State with regard to and within the limits of its specific areas or competencies. Activities carried out by such authorities or entities may be of a commercial nature.

2) Legal entities established under private law with a public service mission and providing adequate financial guarantees

With respect to the “public service mission”:

a) where an entity established under private law is owned by a public sector body or the state, it can be deemed to have a public service mission.

b) for an entity established under private law that is not owned by a public sector body, the entity must be explicitly granted such a mission through a decision by a public sector body. Secondary and higher education establishments that deliver diplomas recognised by a public authority according to criteria established by the state or perform research with public funding and in accordance with objectives agreed by the state would meet this criterion. In cases of doubt proof of the public service mission can be required from the potential contractor showing that it falls into one of the two categories above.

With respect to the “adequate financial guarantees”:

a) if the entity is owned by the state then it can be presumed to provide adequate financial guarantees as the state will honour its obligations.

b) if the entity is not owned by the state or a public sector body then it must prove that it will provide adequate financial guarantees (except for the secondary and higher education establishments that are presumed to provide such guarantees). In cases of doubt proof of the existence and adequacy of a financial guarantee can be required from the potential contractor showing that it falls into one of the two categories above.

The following organisations are considered to be eligible Public Research Bodies:

- Agri-Food and Biosciences Institute (AFBI)
- Athlone Institute of Technology (AIT)
- Bord Iascaigh Mhara (BIM)
- Commissioners of Irish Lights (CIL)
- Cork Institute of Technology (CIT)
- Dublin City University (DCU)
- Dublin Institute of Advances Studies (DIAS)
- Dublin Institute of Technology (DIT)
- Dundalk Institute of Technology (DKIT)
- Environmental Protection Agency (EPA)
- Galway-Mayo Institute of Technology (GMIT)
- Geological Survey of Ireland (GSI)
- Inland Fisheries Ireland (IFI)
- Institute of Technology Sligo (IT Sligo)
- Institute of Technology Tralee (IT Tralee)
- Letterkenny Institute of Technology (LyIT)

- Limerick Institute of Technology (LIT)
- Marine Institute (MI)
- Met Éireann
- National University of Ireland, Galway (NUI Galway)
- National University of Ireland, Maynooth (NUIM)
- Queen's University Belfast (QUB)
- Sea Fisheries Protection Authority (SFPA)
- Teagasc
- Trinity College Dublin (TCD)
- Tyndall National Institute
- Ulster University (UU)
- University College Cork (UCC)
- University College Dublin (UCD)
- University of Limerick (UL)
- Waterford Institute of Technology (WIT)

The list above includes organisations who have previously been funded to undertake marine research in Ireland, but this list is not exhaustive and if any applicant is unsure whether they are eligible, then they should clarify with the Marine Institute by sending an email to funding@marine.ie.

APPENDIX 5 – DE MINIMIS REGULATIONS

The aid being sought is provided under the European Commission Regulation on De Minimis Aid.

Articles 107 and 108 of Regulation (EU) No 1407/2013 of 18 December 2013 states that where a Member State grants *de minimis* aid to an enterprise it shall inform the enterprise about the *de minimis* character of the aid and obtain from the enterprise concerned full information about other *de minimis* aid received during the previous three years.

Small amounts of State aid, up to 200,000 Euros in any three-year period to any one enterprise, are regarded as too small to significantly affect trade or competition in the common market. Such amounts are regarded as falling outside the category of State aid that is banned by the EC Treaty and can be awarded without notification to or clearance by the European Commission.

Member States are required to have a mechanism to track such aid (called 'De Minimis aid') and to ensure that the combined amount of De Minimis aid payments from all sources to one enterprise in any three-year period respects the ceiling.

Successful applicants will be asked to provide details of all other De Minimis aid which has been granted to their company within the past three years. It should be noted that a false declaration by a company resulting in the threshold of 200,000 Euro being exceeded could later give rise to the aid being recovered with interest.

A declaration as follows will be required from successful applicants prior to signing of any Grant-aid Agreement:

I wish to apply for [insert name of grant/aid sought] under the *De Minimis* Regulation (EU) No 1407/2013. I confirm that:

the company has been granted only the following *de minimis* aid within the past 3 years (details to be supplied)

Signed for Company:

Date:

or

no *de minimis* aid has been granted to the company within the past 3 years

Signed for Company:

Date:

APPENDIX 6 – GRANT AGREEMENT TEMPLATE

Marine Research Programme 2014-2020

GRANT-AID AGREEMENT

INDUSTRY-LED AWARD

REF: **IND/xx/Oxx**

TITLE: **XXXXXXXX**

THIS AGREEMENT made the **date of month** 2018.

BETWEEN

1. **The Marine Institute** of Rinville, Oranmore, Galway, Ireland H91 R673 (hereinafter referred to as "**the MI**"); and
2. **Company Name** (Registered Number) of **Address**, Ireland (hereinafter referred to as "**the Project Lead**").
3. **Name of Organisation** of **Address**, Ireland (hereinafter referred to as "**Project Partner**"). **COLLABORATIVE AWARDS ONLY**

WHEREAS:

- A. The MI has been entrusted by the Department of Agriculture, Food and the Marine (DAFM) with the implementation, management, supervision and operation of the Marine Research Programme 2014–2020.
- B. The MI has agreed, following an open call for proposals issued in **May 2018** (under the Guidelines for Applicants, a copy of which is attached as Annex 1), to Grant-Aid the Project Lead and Project Partners (collectively referred to as the "**Grantees**") for their involvement in the project **Title** (hereinafter referred to as "**the Project**") as defined in the Terms of Reference (a copy of which is set out in Annex 2):
Ref Number: **xxxxxx**
Title: **xxxxxx**
- C. The MI and the Grantees agree that Grant-Aid will be made available to the Grantees on the terms and subject to the conditions set out herein.

1 The Term

- 1.1 This Agreement and the obligations of the Grantee hereunder shall commence on the date of signing hereof and shall continue for a period of **x months** from the agreed start date of **xx-xxx-xxxx** unless sooner terminated pursuant to Clause 12.

2 The Project

- 2.1 The Grantees agree to undertake research, investigations, literature reviews and other work necessary to carry out the Project as defined in Annex 2 and the proposed work-plan as outlined in the Application (Annex 3) and any other amendments (Annex 6) agreed in writing by the MI and appended to this Grant-Aid Agreement (the "Project Plan").
- 2.2 In signing this Agreement, the Grantees (Project Lead and Project Partners) agree to carry out and complete the Project subject to the terms and conditions of this Agreement.
 - 2.2.1 The Grantees shall not amend, deviate from or depart from this Project Plan except with the written consent of the MI.

3 The Grant-Aid

- 3.1 Subject to the continuing performance by the Grantees of their duties and obligations as set out in this Agreement, the MI agrees to make available to the Grantees Grant-Aid to a **maximum of xxxx Euro** (hereinafter referred to as "the Grant-Aid"). A full breakdown of the Grant-Aid is provided in Annex 4 Project Budget.
- 3.2 Payment of the Grant-Aid will be made by the MI to the following schedule and will be contingent on the successful outcome of agreed milestones & deliverables.
 - 3.2.1 An advance payment of 20% of the total Project cost will be made on the full execution of this Agreement;
 - 3.2.2 Payment of up to 20% per annum on the submission of the annual reports (scientific/technical and financial) due at **Months 12, 24 and 36;** and
 - 3.2.3 The final payment of 20% on the submission of final reports (financial and scientific/technical).
- 3.3 The Grantees will be required to provide a current tax clearance certificate in order for the MI to make payment.
- 3.4 In the event that work on the Project does not start within **three months** of the date of signature of this agreement, the Project may be cancelled and the advance payment must be refunded to the MI.
- 3.5 Interim and final payments are payable on a reimbursement basis and are conditional on the submission and acceptance of satisfactory interim/final technical and financial reports (supported, where relevant, by vouched receipts) and achievement of agreed milestones.
- 3.6 The Grant-Aid shall be applied exclusively in discharging the costs incurred by the Grantees in carrying out the research in accordance with the budget submitted by the Grantees as part of the Application and approved by the MI.
- 3.7 The Grantees' financial management systems must be open to inspection by the MI, its parent Department and/or the Department of Finance, or their appointees, for the purpose of their financial control and audit procedures.
- 3.8 No amendment to the Budget or in the Grant-Aid shall be permitted except with the written consent of the MI and in accordance with Clause 8. Grantees should submit a budget reallocation form for approval by the MI.
- 3.9 No expenditure incurred by or on behalf of the Grantees prior to the date of signing this Agreement shall be funded, recovered or reimbursed from the Grant-Aid unless the MI has given specific written consent to the funding of such expenditure under the Project.
- 3.10 No expenditure incurred by the Grantees after the completion date of this Agreement shall be recovered or reimbursed from the Grant-Aid.
- 3.11 The Grantees acknowledges that as regards payment of the Grant-Aid, time shall not be of the essence and the Grantees shall not hold the MI, its parent Department or any other party providing or processing funds liable for any delay in making payment of the Grant-Aid or any portion thereof.

4 Obligation on the Grantees

The Grantees shall:

- 4.1 Apply the Grant-Aid exclusively to the Project and agree to conduct and complete the research in accordance with this Agreement.
- 4.2 Not abandon or vary the Project without the written consent of the MI.
- 4.3 Ensure that proper books and records (including staff timesheets) concerning the Project are maintained, including records identifying the expenditure incurred on the Project by the Grantees. Such books and records shall be kept by the Grantees in a safe place for seven years after their creation or for three years after the completion of the Project, whichever is the later.
- 4.4 Furnish the MI with scientific/technical and financial reports according to the requirements and schedule set out in Clause 6 herein.
- 4.5 Take out and maintain sufficient employer liability and public liability insurance to cover the Grantees and all their employees and agents involved in the Project and if so requested by the MI, provide evidence of such insurance.

5 Project Management

- 5.1 **xxxxxx** (hereinafter referred to as **“the Project Supervisor”**) being the named lead applicant as set out in the Application (Annex 3) shall:
 - 5.1.1 Oversee the Project for the Grantees and ensure that all deliverables are met;
 - 5.1.2 Ensure compliance with technical and financial reporting requirements as detailed in Clause 6;
 - 5.1.3 Liaise with the MI on all Project matters;
 - 5.1.4 Act as a focus for information exchange and dissemination of Project results between researchers engaged on the Project and the MI.
- 5.2 In the event that the Project Supervisor leaves the employ of their organisation, then the Grantees shall inform the MI and, in consultation with the MI, nominate a replacement for the remaining term of the Project.
- 5.3 The MI should also be advised in writing of any staff changes within the Project Team, and the effect of said changes on the progress of the Project Plan (see Clause 8.3 also).

6 Reporting Requirements

- 6.1 The Grantees shall provide the MI with financial and scientific/technical reports annually.
- 6.2 The first interim reports are due 12 months after the agreed start date. Subsequent reports are due annually thereafter.
- 6.3 All project reports shall be submitted electronically to the MI, backed up, where necessary, by paper records (e.g. in the case of financial reports).
- 6.4 *Financial Reporting*
 - 6.4.1 Financial reports and certified costs statements shall be submitted annually in a format to be supplied by the MI.
 - 6.4.2 Interim Grant-Aid payments will be made in the form of reimbursement of eligible costs, following submission of financial reports and cost statements, supported by receipts and supporting documentation.
 - 6.4.3 Eligible costs shall be reimbursed where they are adequately justified by the participant.
 - 6.4.4 Cost statements must be approved by the Grantees' Finance Office (or equivalent) and accompanied by a statement of authentication signed by the Finance Office (or equivalent).
 - 6.4.5 Financial reports may be subject to independent audit by the MI or its appointed representative. This audit can occur at any stage during, or following, the completion of the Project.

- 6.4.6 The Grantees shall ensure that accurate accounts of expenditure are maintained, along with appropriate documentation to support and justify the costs and time reported in their cost statements. This documentation must be complete (e.g. include reference material such as purchase order numbers, payment references, etc.) and be accurate.

6.5 *Scientific/Technical Reporting*

- 6.5.1 Interim scientific/technical reports shall be furnished annually (in a format to be supplied by the MI) 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, data management issues, etc.

A Final Report (in a format to be supplied by the MI) shall be furnished to the MI to describe the objectives, methodologies, outcomes, etc. of the research. A short Abstract (max. 700 words) should also be provided.

- 6.5.2 The MI may request the Grantees to provide clarifications to the final report. The grantee shall cooperate by providing such clarifications to the final report prior to its completion and before signing off by the MI.

- 6.5.3 If deemed suitable the Final Report may be published by the MI. The MI will endeavour to make all reports (once released) available on its website.

- 6.6 All reports shall carry a funding acknowledgement of the Grant-Aid in a format to be advised by the MI (see Annex 7).

- 6.7 The MI requires Grantees to submit financial and scientific/technical reports via their online grant management system.

7 Deductions from and Withholding of Grant-Aid Payments

- 7.1 In the event that the Grantees fail to comply with any of their obligations pursuant to Clause 4 the MI shall be entitled at any time to demand the repayment of an appropriate proportion of the Grant-Aid already advanced, and/or to reduce by an appropriate amount any future grant payments that may otherwise be due to the Grantees hereunder.

7.2 *Deductions from Grant Payments:*

- 7.2.1 Where the Grantees fail to comply with financial and technical reporting requirements as outlined hereafter, and detailed in Clause 6 of the Grant-Aid Agreement and its annexes, the MI will make deductions from the Grant-Aid; and

- 7.2.2 Failure to supply cost statements or certification statements to the MI to enable the certification of expenditure not later than two months after the end of the reporting period for which it is due will result in deductions from the value of overheads claimed. Any queries regarding cost statements from either the MI or its Agent must be resolved within one month. Deductions will be made as follows:

- An initial deduction equivalent to 20% of the value of the Project 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 value of the Project overheads claimed for the period will be applied.

- 7.2.3 Failure to submit scientific/technical progress reports not later than two months after the end of the reporting period will result in reductions from the value of overheads claimed for that period. Deductions will be made as follows:

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

7.3 *Withholding of Final Grant Payment:*

- 7.3.1 An amount of up to 15% of the MI 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 MI),

dataset descriptions (as per Clause 10) and any other reasonable documentation as required by the MI (e.g. End of Project Questionnaire). All final documentation must be submitted within two months of the agreed Project completion date. Any Grantees who does not comply with these requirements may be deemed ineligible to apply for future research grants under this programme

- 7.4 Before any of 7.1 or 7.2 or 7.3 are triggered a dispute resolution will be invoked between the Grantee and the MI.

8 Modifications to the Project

8.1 Project Timeframe

- 8.1.1 Changes to the timing of individual tasks may be made without prior notice to the MI on condition that all changes are clearly outlined and justified in the appropriate section of the next interim report.
- 8.1.2 Changes to the overall timeframe of the Project (i.e. extensions) require prior written approval from the MI. Where changes are approved this will not imply any additional cost. Delays, or potential delays, must be notified to the MI at the earliest opportunity.

8.2 Work Programme

- 8.2.1 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 MI. The Grantees should ensure that Project research objectives are not altered or adjusted.

8.3 Research Personnel

- 8.3.1 In the event of Key Project Personnel leaving during the course of the Project the Grantees shall notify the MI in writing immediately. Such notification shall include a proposed solution and arrangements to be put in place by the Grantees to allow the Project to continue and be concluded satisfactorily.
- 8.3.2 In such cases, the Grantees may seek to find a replacement researcher. The Grantees shall notify the MI of the replacement and ensure that any such replacement personnel have the time commitment, qualifications and competency to undertake the research activities to the standard required by this Agreement and have similar expertise and ability to those of the personnel that they are replacing.

8.4 Budget Expenditure:

- 8.4.1 Overall expenditure claimed may not exceed that outlined in the total approved award.
- 8.4.2 Expenditure claimed with respect to each budget category may vary from that outlined in the approved award budget providing the reasons for such differences:
- i. Are clearly outlined in the annual reports;
 - ii. Provide a clear benefit to the Project, either in terms of management or in conducting the research; and
 - iii. Do not exceed 5% of the total budget amount.
- 8.4.3 The maximum amount that can be re-allocated over the lifetime of an award is 15% of the total value of the award. Grantees must submit a budget reallocation form for approval by the MI.
- 8.4.4 The MI may request further information on any changes made, or retrospectively refuse or penalise any changes made where the above conditions have been breached.

9 Monitoring

9.1 Monitoring

- 9.1.1 The MI 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 MI. The Grantees shall provide the MI or its technical monitor with any information relating to the Project as the MI may request from time to time.
- 9.1.2 From time to time at the request of the MI, the Grantees shall make their representatives available on reasonable prior notice (not less than 30 days) to discuss the progress of the Project or any matters relating to the Project with a representative or representatives of the MI and/or its technical monitor.

10 Datasets

- 10.1 The Grantees shall submit a full description of the dataset(s) produced by the Project to the MI in ISO 19115 standard format for inclusion in the MI's data catalogue, in a template to be provided by the MI. Metadata is additional to any formal project reports, and will be made publicly available.
- 10.2 The Grantees shall provide details of how such datasets will be maintained and how other researchers can access and make use of them.
- 10.3 The Grantees shall address data quality control in each Project report.
- 10.4 If requested, the Grantees may be required to provide digital copies of all data to the MI at no additional cost. If requested by the Grantees, datasets will not be made publicly available (other than to the Grantees and MI staff) for a period of 12 months after the publication of the project report, but all datasets may thereafter be made publicly available, subject to Clause 15.1.

11 Publicity

- 11.1 All publications/presentations/publicity arising from the Project shall carry an acknowledgement of the funding provided by the MI in a format to be advised in writing by the MI (see Annex 7).
- 11.2 The Project Supervisor shall provide the MI with electronic copies of all materials accepted for publication (papers, posters, articles etc.).
- 11.3 The Project Supervisor may be requested, and shall be available, to provide an overview/update on the Project for publicity and outreach purposes (e.g. electronic or print media, radio or television, outreach events). All media releases concerning Projects should be submitted to the MI for agreement prior to issue.

12 Termination

- 12.1 This Agreement shall terminate automatically upon the expiry of the term set out in Clause 1 above, unless previously terminated in accordance with Clause 12.2 below.
- 12.2 The MI may terminate this Grant-Aid Agreement upon written notice to the Grantees at any time in the event that:
 - 12.2.1 The Grantees commit any material breach of this agreement and fails to remedy such breach (if capable of remedy) within thirty (30) days of receiving notice from the MI;
 - 12.2.2 The Grantees provides any information (including in relation to expenditure) or report to the MI or its agents which is incorrect or inaccurate; or
- 12.3 In the event that the MI terminates this agreement, any entitlement of the Grantees to receive any outstanding portion of the Grant shall cease automatically and any such termination shall be without prejudice to the right of the MI to claim a complete or partial refund of the Grant or damages for breach of contract or any of its other rights. Subject

to 12.4 the MI shall in the event of termination pay all vouched eligible costs up to the date of termination when accompanied by the appropriate technical report.

12.4 The provisions of Clauses 4 and 17 shall survive the termination of this Agreement.

13 Intellectual Property

13.1.1 The MI acknowledges that the Grantees will own all rights to Intellectual Property generated by the Project.

13.2 The Grantees are required to take all necessary steps to:

13.2.1 Preserve and protect such Intellectual Property Rights (IPR) including, where appropriate, by applying for patent registration; and

13.2.2 Actively to exploit in a timely fashion any discoveries, inventions or processes resulting from the research, by means of commercial licensing arrangements and otherwise.

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

13.3 The Grantees shall be guided by the *National IP Protocol 2016 – Inspiring Partnership*¹.

13.4 The ownership interest in Intellectual Property generated from work undertaken as part of the Project may not be transferred or assigned without written agreement of the MI. Such agreement shall not be unreasonably withheld.

13.5 Where the Grantees have not moved to exploit or commercialise the intellectual property produced by the Project, the Grantees shall, if requested by the MI, appoint the MI as its exclusive agent to exploit the intellectual property on its behalf or to appoint a mutually acceptable third party IP broker. This situation could be anticipated to occur should exploitation or commercialisation not take place within two years of the first identification of the intellectual property.

13.6 The Grantees are responsible for ensuring that the research carried out for the purposes of the Project and the final and interim Project reports and any publications arising from the Project shall not knowingly infringe the IPR, including the copyright, of any third party. Subject to 17.1 and the terms of the Consortium agreement the grantees are required to indemnify and keep indemnified the MI against any claims by any third party that the results of the research carried out for the purposes of the project and the final progress report of the project infringe that third party's rights.

14 Freedom of Information

14.1 Without prejudice to the obligations of each Partner in this agreement under the Freedom of Information act(s) in force in their legal jurisdiction: Information supplied to the MI may be disclosed in response to a request under the Freedom of Information Act, 2014. 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 MI will consult with applicants about this information before making a decision on any Freedom of Information.

15 Data Protection Act

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

¹ http://www.knowledgetransferireland.com/About_KTI/Knowledge-Transfer-Framework/

16 Assignments

- 16.1 This Agreement or the benefit thereof may not be assigned or sub-contracted by the Grantees in whole or in part without the prior written consent of the MI.

17 Indemnity and Cap on Liability

- 17.1 The Grantee shall indemnify and keep indemnified the MI and its parent Department against all costs, loss, damage and expenses sustained by either of them and against any claims that may be brought by any partner, employee, agent, sub-contractor or any third or other party arising out of the award whether by reason of or on account of the breach default neglect non-performance or non-observance by the Grantee of the terms and conditions of this Agreement or otherwise.
- 17.2 The Grantee's total liability arising under or in connection with this Agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the amount of Grant-Aid received by the Grantee (see Clause 3).

18 Governing Law and Mediation

- 18.1 This Agreement shall be governed by Irish law and all disputes arising from this Agreement or the relationship between the parties shall be referred to the Irish Courts, after the parties have aimed to settle their dispute by way of mediation.

19 DPER Circular on Grant Management

- 19.1 The Grantee will have to adhere to the relevant requirements contained in circular 13/2014 Management of and Accountability for Grants from Exchequer Funds issued by the Department of Public Expenditure and Reform on 26th September 2014. These requirements, dealing with reporting of grant expenditure, publication of the award details in the grantee's financial statements and disposal of assets, are detailed in the Certificate of Assurance that the Grantee will be required to sign and submit with their annual financial reports.

**Industry-led Award
Grant-Aid Agreement**

Ref Number: XXXXXX

Title: XXXXXX

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first herein WRITTEN

Signed for and on behalf of **the Marine Institute**

Date:

Signed for and on behalf of **Company Name**
xxxxxxx

Date:

Signed for and on behalf of **Company Name**
Managing Director or Financial Controller (or equivalent)

Date:

Industry-led Award **COLLABORATIVE AWARDS ONLY**

Grant-Aid Agreement

Ref Number: **XXXXX**

Title: **XXXXX**

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first herein WRITTEN

Signed for and on behalf of **the Marine Institute**

Date:

Signed for and on behalf of **Name of Organisation**
xxxxxx

Date:.....

Signed for and on behalf of **Name of Organisation**
Authorised Officer (VP of Research/Financial Controller or equivalent)

Date:

**Industry-led Award
Grant-Aid Agreement**

Annexes

1. Guidelines for Applicants
2. Call Terms of Reference
3. The Application
4. Project Budget
5. Consensus Evaluation Report
6. Amendments to Work Plan (if applicable)
7. Publicity Guidelines

ANNEX 7: PUBLICITY GUIDELINES

All published materials relating to the project should carry full acknowledgement of the Marine Institute, the Irish Government and the European Regional Development Fund, as follows:

This project (Grant-Aid Agreement No. IND/.....) is funded by the Marine Institute under the Marine Research Programme with the support of the Irish Government, co-financed under the European Regional Development Fund.

In addition to the above wording, the following **three logos** should be displayed:



Advertisements

Advertisements (for Press, Web-sites and Internal Notice Boards) for research posts Grant-Aided under the project should carry full acknowledgement as shown above.

Presentations/Posters

Presentations (Overheads/PowerPoint/Slides) and Posters should carry full acknowledgement as shown above. In a Presentation, this acknowledgement should come at the beginning of the presentation (e.g. after the introductory slide).

Publications

Grey Literature

Internal and Grey Literature Reports should carry full acknowledgement, including logos (as shown above), on the title page.

Scientific/Technical Literature

The following text should be included in the Acknowledgements Section:

"This project (Grant-Aid Agreement No. IND/.....) is funded by the Marine Institute under the Marine Research Programme with the support of the Irish Government, co-financed under the European Regional Development Fund."

Further Information

Further information on publicity requirements, and copies of relevant logos, can be obtained from the *Research Funding Office*:

Email: funding@marine.ie

Tel.: 091-387200