

Marine Research Programme

Marine Research Programme 2014-2020

Guidelines for Applicants

Post-Doctoral Fellowships 2019

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Marine Institute
Foras na Mara

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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.

This call for Post-Doctoral Fellowships invites applications under the relevant research theme of the [National Marine Research & Innovation Strategy 2017-2021](#) to build research capacity, establish national and international collaborations and deliver policy advice for the marine sector. There are eight fellowships being offered, seven with defined topics and one open topic under four specified research themes as detailed in the Proposal Outlines. The award of any fellowship by the Marine Institute is subject to the availability of funding.

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 (S&E) Region, which cover the Republic of Ireland. Please also refer to **Section 4 Who May 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.

Post-Doctoral Fellowships 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 Post-Doctoral Fellowships** 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. Please refer to Appendix 4 to view the template for this Grant-Aid Agreement.

This is a Post-Doctoral Fellowship and therefore applicants must apply via the **Post-Doctoral Fellowship** 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 **Proposal Outline** 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 the successful awards under this call is from **36 to 60 months**.

The maximum grant-aid per award will be **500,000 Euro for 60 months (100,000 Euro per annum)**. The Marine Institute expect to invest circa €2 million under this call.

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 Proposal Outline document.

4. 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 Higher Education Institute or Public Research Body based in the Republic of Ireland – Refer to Appendix 3.

Funding for other participants can be included under Subcontracts/External Assistance subject to the 20% limit and normal public procurement regulations – Refer to Appendix 2.

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.

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

Eligible proposals will be evaluated using the following criteria:

Criteria	Marks
1. Understanding of the strategic context of the project and the specific research topic	10%
2. Extent to which the project addresses the objectives of relevant national/international marine strategies including benefits and impacts of the project	15%
3. The scientific and technical quality of the research proposal	30%
4. Evidence within the research proposal of ability to address the specific deliverables required in the project Proposal Outline	10%
5. Scientific quality/track record of the project team and technical capability to carry out the project	15%
6. Proposed project management commitments/arrangements	10%
7. Costs and value for money	10%

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. Research Integrity, Open Access & Gender Balance

The Marine Institute supports funding for quality and responsible research with the results widely disseminated. Applicants and the fellow are strongly encouraged to avail of the online research integrity training provided through their organisation. The Marine Institute will ask applicants to report on completion of the research integrity training in the annual progress reports.

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.

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

7. Grant-Aid Rates and Eligible Costs

This call for research proposals is intended to fund not-for-profit or pre-commercial research on a reimbursement basis. Funding is provided for up to 100% of eligible costs for Higher Education Institutes, Research Institute or Other Public Research Bodies (as listed in Appendix 3).

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 (e.g. modelling services)
5. Publications
6. Other agreed costs (e.g. software licences)
7. Overheads (see note below)

Staff Costs

Higher education institutions and other public 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-contracts/external assistance. A reduced rate of 15% applies for fellows based at Marine Institute premises.

Grantees may apply to the Marine Institute to transfer between cost headings 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;

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.

- provisions for possible future losses or charges;
- interest owed;
- provisions for doubtful debts;
- resources made available to a Grantee free of charge;
- 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.

Note: Equipment purchase is not an eligible cost for this call.

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 2018 will be fully complied with.

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 **Ireland's National IP Protocol 2019**⁵.

⁵ <https://www.knowledgetransferireland.com/ManagingIP/National-IP-Protocol/>

12. Application Procedure & Deadline

Research proposal applications should be prepared with reference to the relevant Proposal Outline.

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 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 Wednesday, 18th September 2019

All applicants will be issued with an acknowledgement of receipt via email shortly after submission.

- Applicants should complete all sections of the application form. Please convert your application to Adobe PDF when complete, and upload the PDF on RIMS.
- The declaration form must be signed by the applicant and the VP for Research (or other authorised position) in the lead organisation, and upload with the budget form and applicants CVs on the online grant management system (RIMS).

Late applications will not be accepted.

13. Further Information & Contact Details

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 Office of Marine Research & Development. 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.

Criteria	Marks
1. Understanding of the strategic context of the project and the specific research topic <ul style="list-style-type: none"> • Understanding of current state of knowledge. • Relevance of the proposed research to relevant national/international research objectives. • Extent to which the project builds on current knowledge • Relevant bibliography/references. 	10%
2. Extent to which the project addresses the objectives of relevant national/international marine strategies including benefits and impacts of the project <ul style="list-style-type: none"> • Will the research undertaken be directed at improving the growth and competitiveness of the marine sector by adding value to services, products or processes? • Will the research undertaken influence or create new industrial and commercial opportunities for firms in the marine sector? • Will the research undertaken stimulate the application or use of scientific or technical knowledge and expertise to advance the competitiveness or environmental sustainability of marine businesses? • Will the research undertaken develop new research capacity and capabilities in areas that demonstrate high-growth potential? • Will the research undertaken support the generation of new knowledge in areas of importance to Ireland's economy? • Will the research undertaken enable the application of legal and governance knowledge and expertise from relevant disciplines to advance the sustainable development and management of marine resources? • Will the research undertaken address and contribute to the management of Ireland's future economic, social and environmental well-being? • Will the research undertaken generate knowledge that enhances our governance and 	15%

<p>management capacity of marine and coastal ecosystems and support the development of evidence-based marine related public policy?</p> <ul style="list-style-type: none"> • Will the research undertaken advance the development Irelands marine governance systems based on best practice? • Have the benefits and impacts been clearly demonstrated? 	
<p>3. The scientific and technical quality of the research proposal</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 	30%
<p>4. Evidence within the research proposal of ability to address the specific deliverables required in the Proposal Outline</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 	10%
<p>5. Scientific quality/track record of the project team and technical capability to carry out the project</p> <ul style="list-style-type: none"> • Qualifications of the proposed research team • Suitability of the expertise and experience of the proposed research team Participation in other research programmes (past & current) • Publication and citation record 	15%
<p>6. Proposed project management commitments/arrangements</p> <ul style="list-style-type: none"> • Project management plan/personnel • Proposed team/work package interaction • Data & quality management plans • Dissemination proposals 	10%
<p>7. Costs and value for money</p> <ul style="list-style-type: none"> • Total cost • Detail of costs • Cost allocation between partners 	10%

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.

Evaluation Procedure

Evaluation is conducted, as follows:

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 organisation?

- Are all sections of the application form completed correctly - including the declaration by the lead organisation, 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 a minimum of 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. Approval

Final approval for funding is provided by the Marine Institute senior management team (CEO, Directors and Board).

Successful applicants may be asked to make changes to their proposals during the grant-aid negotiation phase to accommodate the comments of the evaluators.

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 the EU General Data Protection Regulation evaluators are requested to delete all personal information included in the application documentation once the evaluation process is complete.

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.

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:

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

The starting salary for a fellow who has just been awarded their PhD is Level 2 Point 1 on the Irish Universities Association (IUA) salary scale for Post-Doctoral Researchers (1-Sep-19 rates). Experienced researchers may commence at a higher point on this scale.

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.

2) Consumables

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

- Are not placed in the inventory of durable equipment of the participant (fixed asset register);
- Are not treated as capital expenditure in accordance with the accounting conventions and policies of the participant; and
- 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.

Note: Equipment purchase is not an eligible cost.

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.

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.

7) Overheads

A contribution to overheads of a maximum of 25% of modified costs is allowed for all desk-based projects. 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.

A reduced overheads rate of 15% will apply for Post-Doctoral Fellows based in the Marine Institute.

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 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, will be detailed in the Grant-Aid Agreement.

Appendix 3 – 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 in the Republic of Ireland”. A public research body must be a legal entity with their registered office address in the Republic of 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:

- 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)
- Sea Fisheries Protection Authority (SFPA)
- Teagasc
- Trinity College Dublin (TCD)
- Tyndall National Institute
- 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 4 – Template for Grant-Aid Agreement

Marine Research Programme 2014-2020

GRANT-AID AGREEMENT

POST-DOCTORAL FELLOWSHIPS

REF: PDOC/xx/xx

TITLE: xxxxx

THIS AGREEMENT made the **date of month** 2019.

BETWEEN

1. **The Marine Institute** of Rinville, Oranmore, Galway, Ireland H91 R673 (hereinafter referred to as "**the MI**"); and
2. **Name of Organisation** of **Address**, Ireland (hereinafter referred to as "**the Grantee**").

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 a competitive and open call for proposals (under the Call for Proposals issued on **DATE**), to Grant-Aid the Grantee to host a Post-Doctoral Fellowship Award (hereinafter referred to as "**the Fellowship**") as defined in the Guidelines for Applicants 2019 and Proposal Outline (a copy of which is set out in Annex 1):
Ref Number:
Title:
- B. The MI and the Grantee agree that Grant-Aid will be made available to the Grantee on the terms and subject to the conditions set out herein.

1 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 **60 months** unless sooner terminated pursuant to Clause 14.

2 The Fellowship

- 2.1 The Grantee agrees to appoint a Research Fellow to undertake research, investigations, literature reviews and other work necessary to carry out the Fellowship as defined in the Guidelines for Applicants 2019 and Proposal Outline and the proposed work-plan as outlined in the Application (Annex 2) subject to the terms and conditions of this Agreement.
- 2.2 In signing this Grant-Aid Agreement, the Grantee, details of which are set out in the Application (Annex 2), agree to carry out and complete the Fellowship subject to the terms and conditions of this Agreement.
- 2.3 The Grantee shall not amend, deviate from or depart from this Agreement except with the written consent of the MI.

3 The Grant-Aid

- 3.1 Subject to the continuing performance by the Grantee of its duties and obligations as set out in this Agreement, the MI agrees to make available to the Grantee Grant-Aid to a maximum of €xxx,000 (hereinafter referred to as "the Grant-Aid¹"). The budget breakdown is provided in Annex 4.
- 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 Fellowship cost will be made on the full execution of this Agreement;
 - 3.2.2 Payment of up to 15% per annum on the submission of the annual reports (scientific/technical and financial) due at Months 12, 24, 36 and 48; and
 - 3.2.3 The final payment of 20% on the submission of final reports (financial and scientific/technical). **Note:** Planned payments will vary for awards of a shorter duration.
- 3.3 In the event that the Fellow does not start within six months of the signature date of this Agreement, the Fellowship may be cancelled and the advance payment must be refunded to the MI.
- 3.4 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.
- 3.5 The Grant-Aid shall be applied exclusively in discharging the costs incurred by the Grantee in carrying out the research in accordance with the approved budget specified in the Proposal Outline in the Post-Doctoral Fellowship Programme Terms.
- 3.6 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.
- 3.7 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 10 (Modifications to the Fellowship).
- 3.8 No expenditure incurred by or on behalf of the Grantee 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 Fellowship.
- 3.9 No expenditure incurred by the Grantee after the completion date of this Agreement shall be recovered or reimbursed from the Grant-Aid.
- 3.10 The Grantee acknowledges that as regards payment of the Grant-Aid, time shall not be of the essence and the Grantee 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.
- 3.11 The Fellow is not an employee of the Marine Institute. The Grantee shall be liable for and shall indemnify and keep the Marine Institute indemnified against any and all claims howsoever arising from a claim by any member of staff claiming to be an employee of the Marine Institute relating to or arising out of his/her employment or engagement by the Grantee during the term of this Agreement or as a result of the termination of this Agreement.

¹ The term 'Grant-Aid' refers to the aggregate of all amounts to be made available by the Marine Institute to the Grantee pursuant to this Agreement, as set out in clause 3.

4 Obligation on the Grantee

The Grantee shall:

- 4.1 Apply the Grant-Aid exclusively to the Fellowship and agree to conduct and complete the research in accordance with this Agreement.
- 4.2 Not abandon or vary the Fellowship without the written consent of the MI.
- 4.3 Ensure that proper books and records (including timesheets) concerning the Fellowship are maintained, including records identifying the expenditure incurred on the Fellowship by the Grantee. Such books and records shall be kept by the Grantee in a safe place for six years after their creation or for three years after the completion of the Fellowship Programme (2028), 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 8 herein.
- 4.5 Take out and maintain sufficient employer liability and public liability insurance to cover the Grantee and all its employees and agents involved in the Fellowship and if so requested by the MI, provide evidence of such insurance.
- 4.6 Abide by and comply with any existing and future publicity measures required by the MI and notified in writing by the MI (see Clause 13 Publicity).

5 Appointment of the Fellow

- 5.1 The Grantee shall appoint a suitable candidate for the Fellowship (hereinafter referred to as "**the Fellow**") within six months of the notification of the award and agree a start date for the research with the MI. The MI may wish to be represented or nominate a representative on an interview board or panel for appointment of the candidate.
- 5.2 In the event that the Fellow is not appointed by an agreed date the award may be cancelled and the advance payment must be refunded to the MI.
- 5.3 The Grantees shall comply with standard recruitment practices and guidelines of their institution and the relevant national legislation.
- 5.4 The Grantee shall provide the MI with a copy of the CV of the Fellow, once appointed.

6 Research Supervision

- 6.1 The Fellow will be supervised by the named research supervisor (**NAME**) in the host higher education institution for the full duration of the Fellowship.
- 6.2 The host academic institution will be expected to:
 - 6.2.1 provide opportunities for the Fellow to participate in appropriate training courses including Research Integrity;
 - 6.2.2 ensure that the Fellow appointed conducts and completes the research to ensure that all deliverables are met; and
 - 6.2.3 ensure compliance with technical and financial reporting requirements (Clause 8).

7 Location of the Fellow

- 7.1 The Fellow will be based at the **host higher education institution or MI premises** as specified in the Proposal Outline.
- 7.2 The Grantee shall provide an appropriate level of public liability insurance for the Fellow whilst working in their premises.

8 Reporting Requirements

- 8.1 The Grantee shall provide the MI with financial and scientific/technical reports on an annual basis.
- 8.2 Reports are due by on the annual anniversary of the appointment of the Fellow.
- 8.3 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).
- 8.4 *Financial Reporting*
 - 8.4.1 Financial reports and certified costs statements shall be submitted annually in a format to be supplied by the MI.
 - 8.4.2 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.
 - 8.4.3 Eligible costs shall be reimbursed where they are adequately justified by the participant.
 - 8.4.4 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).
 - 8.4.5 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.
 - 8.4.6 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.
- 8.5 *Scientific/Technical Reporting*
 - 8.5.1 Interim scientific/technical reports shall be furnished on an annual basis (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.
 - 8.5.2 A Final Progress 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. Finally, a Synthesis Report providing an overview of the work may also be required.
 - 8.5.3 The MI may require the Grantee to provide clarifications and/or make changes to the final report. The Grantee shall co-operate in revising or amending the final report prior to its completion and before signing off by the MI.
 - 8.5.4 If deemed suitable the Final Progress Report, or Synthesis Report, may be published by the MI. The MI will endeavour to make all reports (once released) available on its website.
- 8.6 All reports shall carry an acknowledgement of Grant-Aid Funding in a format to be advised by the MI.
- 8.7 The MI requires Grantees to submit financial and scientific/technical reports via their online grant management system.

9 Deductions From and Withholding of Grant-Aid Payments

9.1 In the event that the Grantee fails to comply with any of its obligations pursuant to Clause 4 (Obligation on the Grantee) 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 which may otherwise be due to the Grantee hereunder.

9.2 Deductions from Grant Payments:

9.2.1 Where the Grantee fails to comply with financial and technical reporting requirements as outlined hereafter, and detailed in Clause 8 of the Grant-Aid Agreement and its annexes, the MI will make deductions from the Grant-Aid; and

9.2.2 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 stipend 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 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 overheads claimed for the period will be applied.

9.2.3 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. A deduction will be made as follows:

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

9.3 Withholding of Final Grant Payment:

9.3.1 An amount of 10% of the MI Grant-Aid will be retained in all cases pending satisfactory completion of the Fellowship. A Fellowship 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 12 Datasets) 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 Fellowship completion date. Grantees who do not comply with these requirements may be deemed ineligible to apply for future research grants under this programme.

10 Modifications to the Fellowship

10.1 Timeframe

10.1.1 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.

10.1.2 Changes to the overall timeframe of the Fellowship (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, shall be notified to the MI at the earliest opportunity.

10.2 Work Programme

10.2.1 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 Grantee should ensure that Fellowship research objectives are not altered or adjusted.

10.3 *Personnel*

10.3.1 In the event that the Fellow wishes to leave the host institution for personal or other reasons prior to the completion of the research, the Grantee should notify the MI in advance.

10.3.2 Where the Fellow leaves the Programme, the Grantee must obtain approval from the MI (Research Funding Office) to appoint a replacement Fellow.

10.4 *Budget Expenditure:*

10.4.1 Overall expenditure claimed may not exceed that outlined in the total approved award.

10.4.2 A written request (i.e. budget reallocation form) to amend the budget must be submitted, and approved by, the MI.

10.4.3 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.

11 Monitoring

11.1 *Monitoring*

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

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

12 Datasets

12.1 The Grantee shall submit a full description of the dataset(s) produced by the Fellowship 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.

12.2 The Grantee shall provide details of how such datasets will be maintained and how other researchers can access and make use of them².

12.3 The Grantee shall address data quality control in each project report.

12.4 If requested, the Grantee may be required to provide digital copies of all data to the MI at no additional cost. If requested by the Grantee, datasets will not be made publicly available (other than to the Grantee 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.

13 Publicity

13.1 All publications/presentations/publicity arising from this project shall carry an acknowledgement of the grant-aid funding in a format to be advised in writing by the MI.

13.2 The Fellow/research supervisor shall provide the MI with electronic copies of all materials accepted for publication (papers, posters, articles etc.).

13.3 The Fellow and/or research supervisor may be requested, and shall be available, to provide an overview/update on the Fellowship for publicity and outreach purposes (e.g.

² The MI shall furnish Grantees with Guidelines to assist with data management issues.

newspapers, trade magazines, radio or television, outreach events). All media releases concerning Fellowships should be submitted to the MI for agreement prior to issue.

- 13.4 The MI publishes details of research awards and projects that it funds, and also shares information with Government Departments and other Funding Agencies/Authorities in relation to publically funded research. The Grantee agrees that information provided to the aforementioned may include the name of the Research Supervisor as stated under Clause 6 above.

14 Termination

- 14.1 This Agreement shall terminate automatically upon the expiry of the term set out in Clause 1 above, unless previously terminated in accordance with Clause 14.2 below.
- 14.2 The MI may terminate this Grant-Aid Agreement upon written notice to the Grantee at any time in the event that:
- 14.2.1 The Grantee commits 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;
 - 14.2.2 The Grantee fails to carry out the research in accordance with the agreement;
 - 14.2.3 The Grantee provides any information (including in relation to expenditure) or report to the MI or its agents which is incorrect or inaccurate; or
- 14.3 In the event that the MI terminates this agreement, any entitlement of the Grantee 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.
- 14.4 The provisions of Clauses 4 (Obligation on the Grantee) and 19 (Indemnity) shall survive the termination of this Agreement.

15 Intellectual Property

- 15.1 The MI acknowledges that the research performer (host institution) owns all rights to Intellectual Property generated by the Fellowship.
- 15.2 The Grantee is required to take all necessary steps to:
- 15.2.1 Preserve and protect such Intellectual Property Rights (IPR) including, where appropriate, by applying for patent registration; and
 - 15.2.2 Actively to exploit in a timely fashion any discoveries, inventions or processes resulting from the research, by means of commercial licensing arrangements and otherwise.
 - 15.2.3 Whenever possible, intellectual property shall be managed for the benefit of enterprise development in Ireland.
- 15.3 The Grantee shall be guided by *Ireland's National IP Protocol 2019*³.
- 15.4 The ownership interest in Intellectual Property generated from work undertaken as part of the Fellowship may not be transferred or assigned without written agreement of the MI. Such agreement shall not be unreasonably withheld.
- 15.5 Where the Grantee has not moved to exploit or commercialise the intellectual property produced by the Fellowship, the Grantee 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.
- 15.6 The Grantee is responsible for ensuring that the research carried out for the purposes of the Fellowship and the final and interim Fellowship reports and any publications arising from the Fellowship shall not knowingly infringe the IPR, including the copyright, of any

³ <https://dbei.gov.ie/en/Publications/Publication-files/Ireland-National-IP-Protocol-2019.pdf>

third party. Subject to Clause 19.1, the Grantee is 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 Fellowship and the final progress report for the Fellowship infringe that third party's rights.

16 Freedom of Information

16.1 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.

17 Data Protection Act

17.1 Personal information supplied to the MI in relation to the Post-Doctoral Fellowship Programme will be stored by electronic means (e.g. database) for use only in connection with the Post-Doctoral Fellowship Programme. The provisions of the Data Protection Act 2018 will be fully complied with.

18 Assignments

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

19 Indemnity and Cap on Liability

19.1 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).

20 Governing Law and Mediation

20.1 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.

21 DPER Circular on Grant Management

21.1 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.

**Post-Doctoral Fellowship Award
Grant-Aid Agreement**

Ref Number: PDOC/xx/

Title:

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:

Read and Understood by
Research Supervisor

Date:

Signed for and on behalf of the Grantee
Authorised Officer (Dean of Research/Financial Controller or equivalent)

Date:

Post-Doctoral Fellowship Award

Grant-Aid Agreement

Annexes

1. Guidelines for Applicants 2019 and Proposal Outline
2. The Application
3. Consensus Evaluation Form
4. Budget
5. Publicity Guidelines