

Marine Research Programme 2014-2020

Eoin Sweeney Scholarship

Terms and Conditions 2020

The Eoin Sweeney Scholarship is funded by the Marine Institute under the Marine Research Programme with the support of the Irish Government.

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Eoin Sweeney Scholarship

Objectives

The objectives of the Eoin Sweeney Scholarship Programme are:

- To provide research training opportunities for scientists in oceanography, marine engineering and related marine science disciplines leading to the acquisition of a higher degree;
- To establish collaboration between Ireland and Spain through research undertaken using the test-bed and demonstration facilities in both countries; and
- To increase research capacity in advanced ocean technology development and/or ocean observing systems.

Strategic Context

Harnessing Our Ocean Wealth – An Integrated Marine Plan for Ireland (July 2012) sets out a roadmap to enable Ireland's marine potential to be realised through a co-ordinated system of Government policy and programme planning. *Harnessing Our Ocean Wealth (HOOW)* has three high-level goals, of equal importance, based on the concept of sustainable development:



The **National Marine Research & Innovation Strategy 2017-2021** was published in June 2017 as one of key implementing actions of HOOW. The Strategy identified 15 research themes (a number of which have sub-themes) for investment prioritisation – see diagram below. The awards under the Eoin Sweeney Scholarship Programme are a recognised funding instrument to develop human capacity under the National Marine R&I Strategy, with the aim of increasing the knowledge base of the relevant research theme and to provide support for training and development of the next generation of pioneering scientists in Ireland. The scholarships awarded may also complement the objectives of other national and international marine-related strategies and plans such as, *inter alia*, Food Wise 2025, Innovation 2020, the national Climate Action Plan and sectoral adaptation strategies, the EU Blue Growth Strategy, the EU Strategy for the Atlantic, EU Birds, Habitats, Marine Strategy and Water Framework Directives and the Marine Spatial Planning Directive.

National Marine R&I Strategy 2017-2021: Cross-Cutting National and International Policy Drivers

	EU Integrated Maritime Policy	EU CFP – EMFF OP 2014-2020	JPI Oceans R&I Agenda	EU Strategy for the Atlantic & Action Plan	Harnessing Our Ocean Wealth	Our Ocean Wealth Development Task Force	Innovation 2020	National Research Prioritisation	Enterprise 2025
A THRIVING MARITIME ECONOMY									
Bioresources									
› Aquaculture & Biomass Production									
› Wild Resources	✓	✓	✓	✓	✓	✓	✓	✓	✓
› Processing for Food & Other Use									
› High Value Products									
Advanced Technologies	✓		✓	✓	✓	✓	✓	✓	✓
Subsea Resources	✓		✓	✓	✓	✓			✓
Renewable Energy	✓			✓	✓	✓	✓	✓	✓
Tourism & Leisure	✓			✓	✓	✓			✓
Transport & Logistics	✓			✓	✓	✓			✓
Security & Surveillance	✓	✓		✓	✓	✓	✓	✓	✓
HEALTHY MARINE ECOSYSTEMS									
Biodiversity, Ecosystems & Food-webs	✓	✓	✓	✓	✓		✓		
Pollution & Litter	✓	✓		✓	✓				
Climate Change	✓	✓	✓	✓	✓		✓		
Ocean Observation & Seabed Mapping	✓		✓	✓	✓	✓	✓		
ENGAGEMENT WITH THE SEA									
Ocean Literacy & Education	✓	✓		✓	✓				
Integrated Policy & Governance									
› Socio Economics									
› Law	✓	✓	✓	✓	✓	✓			✓
› Planning & Governance									
› Business Development									
Information & Spatial Technologies, Analytics and Modelling	✓			✓	✓	✓	✓		✓
Engineering	✓			✓	✓	✓	✓	✓	✓

The research carried out under the Eoin Sweeney Scholarship Programme is aligned with Marine Institute research and links closely to the Strategic Focus Areas of the [Marine Institute Strategic Plan 2018-2022, Building Ocean Knowledge - Delivering Ocean Services](#), which are:

- SFA1 – Scientific Advice and Services
- SFA2 – Forecasting Ocean and Climate Change
- SFA3 – Research and Innovation
- SFA4 – Ireland’s Ocean Economy

The scholarship will provide new knowledge and data as well as providing added value through further analysis of existing data (including MI datasets). The outputs of this research will provide advice and information for policy makers, stakeholders and the Marine Institute’s clients including the Department of Agriculture, Food and the Marine (DAFM), other Government Departments and European/International Organisations.

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The Marine Institute reserves the right to revise the Terms and Conditions of this Programme at any time.

1. GENERAL

1.1 The objectives of the Eoin Sweeney Scholarship Programme are:

- To provide research training opportunities for scientists in oceanography, marine engineering and related marine science disciplines leading to the acquisition of a higher degree;
- To establish collaboration between Ireland and Spain through research undertaken using the test-bed and demonstration facilities in both countries; and
- To increase research capacity in advanced ocean technology development and/or ocean observing systems.

1.2 The Programme will provide one postgraduate scholarship per annum.

1.3 The Eoin Sweeney Scholarship Programme aims to increase the human capacity and maturity under the relevant research themes identified in the [National Marine Research & Innovation Strategy 2017-2021](#). Applicants ("the Applicant") will be required to select one of these 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 scholarship.

1.4 Applications for scholarships are made by full-time academic staff in third-level education institutions.

1.5 Applicants must be full-time academic staff in recognised Higher Education Institutions (HEIs) in the Republic of Ireland.

1.6 The successful applicant selects the Scholar following public advertisement and in accordance with normal practice for student recruitment in their institution.

1.7 The Eoin Sweeney Scholar will be located at the host HEI for the duration of their Scholarship, except during the required annual placement in PLOCAN (Oceanic Platform of the Canary Islands).

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

2. CALLS FOR PROPOSALS

- 2.1 The Eoin Sweeney Scholarship Programme will be administered by the Marine Institute and funded by the Institute under the Marine Research Programme with the support of the Irish Government.
- 2.2 The Marine Institute must approve all new scholarships under this Programme.
- 2.3 Scholarships will be awarded under 2.1 in response to a call for proposals, which will be made by the Marine Institute's Research Funding Office each year.
- 2.4 Details of calls for proposals will be sent to third-level education institutions on the island of Ireland, and posted on the Marine Institute's website.
- 2.5 Applications must be made on the standard application form submitted through the Marine Institute's online grant management system RIMS, (Research Information Management System). Proposals must be received via RIMS on or before the final closing date specified in the call.
 - 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 password request.

3. PROCEDURES AND CRITERIA FOR ASSESSMENT OF APPLICATIONS

- 3.1 Only completed applications received on or before the closing date specified in the call for proposals will be evaluated for funding.
- 3.2 Each application will be examined initially to ensure that it is complete and that it contains adequate information to properly evaluate the research proposal.
- 3.3 The following criteria are used in evaluating applications:

Scientific background and technical quality of the application

This accounts for 50% of the overall evaluation.

- Is the relevance of the research proposed to the priority areas clearly demonstrated?
- Does the application reflect a clear understanding of the research area?
- Is the application of high scientific quality, realistic and well described?
- Is the methodology/approach appropriate to the project?
- Does the application demonstrate best use of facilities?

Project Plan/Tasks

This accounts for 20% of the overall evaluation.

- Are the research objectives clearly specified, measurable and time specific?
- Do the tasks represent realistic measurable steps in the delivery of the task objectives?
- Does the project plan include structured training and research modules that the student must complete?

- Are the deliverables clearly stated and achievable within the time frame proposed?

Expected benefits

This accounts for 15% of the overall evaluation.

- Are the expected benefits realistic?
- Is the use of the facilities and infrastructure in Ireland and Spain clearly demonstrated?
- Is the relevance of the benefits to various stakeholder groups clearly identified?

Supervision and resources

This accounts for 15% of the overall evaluation.

- Does the supervisor have the qualifications/expertise to oversee the successful completion of the work proposed in the application?
- Is there evidence of commitment to the development of the postgraduate student?
- Does the application represent value for money e.g. additional support from host institution and benefit of facilities available?

- 3.4 Proposals are ranked in accordance with the scores of the evaluation panel, with the top ranked proposal recommended for funding.
- 3.5 The evaluation and approval process involves the following stages:
- Applications are evaluated by an external panel of expert evaluators. All reasonable measures will be taken to ensure objectivity, fairness, quality and confidentiality.
 - The Marine Institute's Research Funding Office will make a recommendation to the Board of the Institute, based on the ranking of proposals following the conclusion of the external evaluation process and detail the top ranked proposals to be funded.
 - The Marine Institute approves the scholarship for funding.
- 3.6 An award letter will be issued within two weeks of the Marine Institute's Board approval of the funding recommendations to successful applicant. This letter will outline the conditions that will apply to the award.
- 3.7 The applicant must acknowledge receipt of the award letter and acceptance of the conditions within a specified date on the award letter.
- 3.8 Unsuccessful applicants will also be informed within two weeks of the Marine Institute's Board approval of the funding recommendations.
- 3.9 The final award of a grant to any applicant is dependent on the availability of funds.
- 3.10 The indicative schedule for the 2020 call will be as follows:
- Call for proposals in June with a closing date in July.
 - Evaluation of all eligible applications in July/August.
 - Submission of recommendations to the Marine Institute Board in September.
 - Notification of awards to successful applicants in early October.
 - Completion of Grant-Aid Agreement in October/November.
 - Selection of Eoin Sweeney Scholar by the applicant in the period October/November.
 - Commencement of scholarship within six months of Grant-Aid Agreement signature.

4. SELECTION OF POSTGRADUATE STUDENTS

- 4.1 Following receipt of approval from the Marine Institute, the applicant (hereinafter referred to as the "supervisor") publicly invites postgraduate students to apply for the Scholarship. This process should be open to all suitably qualified postgraduates.
- 4.2 The supervisor selects the scholar following public advertisement, and in accordance with normal practice for student recruitment in their institution.
- 4.3 If a suitable postgraduate student has not been selected and registered at the host institution within a period of six months from the signing of the Grant-Aid Agreement by the Institute's CEO, the Scholarship award may be cancelled and the advance payment must be refunded to the Marine Institute.
- 4.4 Eoin Sweeney Scholars selected must meet the appropriate academic entry standards of the host institution.
- 4.5 To satisfy the Revenue Commissioners as to their tax-free status, Eoin Sweeney Scholars must be registered for full-time postgraduate degree programmes in host institutions. For this reason, Eoin Sweeney Scholars must become registered postgraduate students of their HEI at the earliest opportunity following their appointment. Students are required to complete the Irish Revenue's Scholarship Exemption Declaration Form at the time of registration.
- 4.6 On award, the supervisor must inform the Marine Institute's Research Funding Office immediately when the following details become available: name of Eoin Sweeney Scholar, registration details, college reference or account number and start date. They must also provide a copy of the Scholarship Exemption Declaration Form to the Marine Institute's Research Funding Office.
- 4.7 The host institution shall effect a written agreement with the Eoin Sweeney Scholar detailing the terms of the Scholarship. A copy of this agreement shall be logged with the Marine Institute's Research Funding Office (funding@marine.ie) within one month of the appointment of the Eoin Sweeney Scholar.
- 4.8 The Marine Institute's Research Funding Office will maintain a register of current Eoin Sweeney Scholars.
- 4.9 Eoin Sweeney Scholars are not employees of the Marine Institute.

5. DURATION

- 5.1 The Scholarship is awarded for four years (maximum) for a PhD.
- 5.2 Continued funding in each year will be dependent on the submission of satisfactory progress reports as specified in 7.1.
- 5.3 Scholarships will be awarded only to those who are full-time students and who engage full-time on the approved research project during the period of the Scholarship. Scholarship holders may not engage in other paid or unpaid activities.
- 5.4 Where a scholar leaves the Programme, the grant will not be transferable and will expire.
- 5.5 The Marine Institute's Research Funding Office must in all cases approve extensions, and extensions in the nature of local payments/"arrangements" are not permitted.
- 5.6 Allowances may be made for those who have taken approved leave from their degree programmes or who have temporarily withdrawn from them for duly certified medical reasons. These circumstances must be notified to the Marine Institute's Research Funding Office at the time. Payment of the Scholarship will cease during such periods of absence.

6. SUPERVISION

- 6.1 As the primary objective of the Eoin Sweeney Scholarship Programme is the training and professional development of the postgraduate, adequate supervision is essential and this is the responsibility of the supervisor. The supervisor should meet and discuss progress regularly (at least monthly) with the scholar.
- 6.2 The Supervisor should ensure that the scholar achieve a level of statistical expertise appropriate to a PhD programme, including principles of experimental design, statistical analysis and critical evaluation of data. In addition, the supervisor should see that the scholar acquires competence in the following areas:
 - Reviewing and analysing literature,
 - Technical writing skills,
 - Presentation skills, and
 - Specific technical skills (e.g. laboratory assays/analyses, time management, health & safety).
- 6.3 The supervisor should ensure that the scholar avails of other training and supports being provided by the HEI e.g. Research Integrity Training provided by Epigeum, etc.
- 6.4 The scholar should be provided with a copy of these terms and conditions on appointment, and may contact the Marine Institute's Research Funding Office by email at funding@marine.ie for any clarifications or further information.

7. MONITORING AND REPORTING

- 7.1 The supervisor is required to submit written progress reports to the Marine Institute's Research Funding Office. These reports are due on the annual anniversary of the appointment of the scholar. It is the supervisor's responsibility to ensure that this report is submitted each year.
- 7.2 The supervisor may submit a confidential evaluation of the scholar's progress at any time to the Marine Institute's Research Funding Office should they deem this course of action necessary. In the final year of the Scholarship a more comprehensive and detailed report is required.
- 7.3 The timely submission of these reports by the supervisor is a condition of holding and renewing the Scholarship.
- 7.4 If the Marine Institute's Research Funding Office receives an unsatisfactory report on a scholar's progress, or if the reports are not submitted on time, the Scholarship may be terminated.
- 7.5 If the Marine Institute deems that the host institution has provided inadequate supervision of the student, that host institution may be liable for reimbursement to the Marine Institute of the award in whole or in part.
- 7.6 A final report must be submitted within two months of completion of the Scholarship by the supervisor to the Marine Institute's Research Funding Office. The final payment will be withheld pending receipt of final report.
- 7.7 The PhD thesis may be either in traditional format, or a compilation of scientific papers.
- 7.8 Outputs (conference presentations, papers, etc.) arising from the project must be submitted to the Marine Institute via RIMS. The Marine Institute publishes details of project outputs from Marine Institute funded research projects on their website including the name and organisation of the applicant.
- 7.9 It is the supervisor's responsibility to ensure that a copy of the scholar's thesis is submitted to the Marine Institute library within one month of graduation. This can be provided as an electronic link to the host institution's open access repository.
- 7.10 All public lectures and/or publications given or issued by the scholar which arise from work supported by the Eoin Sweeney Scholarship must contain an acknowledgement of the funding received from the Marine Institute.
- 7.11 Eoin Sweeney Scholars will be required to present their work at an annual Seminar held in the Marine Institute.

8. SCHOLARSHIP TERMINATION/DEFERRAL

- 8.1 Scholarships will automatically cease one month after the submission of the Eoin Sweeney Scholar's thesis.
- 8.2 It will be the responsibility of the supervisor to ensure that if the scholar leaves his/her institution, or is not dedicating sufficient time or effort to the project, the Marine Institute's Research Funding Office will be informed immediately.
- 8.3 Scholarships may not be deferred other than in exceptional circumstances. Scholars are advised that agreement to defer Scholarships will be entirely at the discretion of the Institute, whose decision on the matter will be final and any approved deferral may not be for more than twelve months.
- 8.4 Should the scholar be unable for any reason (including medical reasons) to pursue his/her studies in accordance with the Terms and Conditions of the Scholarship, he/she must inform the Marine Institute's Research Funding Office within two weeks of such a situation coming to his/her attention. In such situations, the Marine Institute will have regard to the usual conventions of the scholar's institution. However, given the basis on which Scholarships are awarded, the Marine Institute reserves the right to withdraw or suspend the Scholarship.
- 8.5 Should the scholar be unable to pursue her studies as a result of maternity leave, she must inform the Marine Institute's Research Funding Office when informing her supervisors at 24 weeks. The Scholarship will be suspended for the period of the maternity leave and will resume when the scholar returns.
- 8.6 The Marine Institute recognises that for personal, professional or other reasons; the scholar may wish to terminate his/her Scholarship. This should not be done without prior consultation, since the Marine Institute will require evidence of academic progress to the date of departure. In the event of that progress being inadequate, the Marine Institute may pursue the scholar and/or the host institution for reimbursement of amounts expended. Where a scholar leaves the Programme, the grant will not be transferable and will expire.

9. FINANCIAL/LEGAL

- 9.1 The Scholarship award will be €30,000 per annum. This amount comprises a maintenance award of €18,000 to the Eoin Sweeney Scholar as well as payment of fees to the host institution. The maximum fees payable to the college will be €6,000 per annum. The Scholarship award includes a budget for research costs of €6,000 per annum for the sole use of the scholar and is payable on a reimbursement basis in annual instalments direct to the host institution at which the scholar is registered. The proposal outline (Annex 1) provides further information on the budget available. Any changes to the budget must be approved in advance by the Marine Institute.
- 9.2 Mileage and subsistence rates are reimbursed at the rates for the host institution.
- 9.3 Scholars may also apply for support through the Marine Institute Networking and Travel Grant Awards, if available. Two Networking and Travel Grants may be awarded to individuals per calendar year.

- 9.4 In the case of double or triple fees for a non-EU national, the Marine Institute stipend is intended to cover the amount equivalent to the standard EU fee and a maintenance award equivalent to that as would be received by an EU national. The balance of a higher fee is the responsibility of the host institution/scholar.
- 9.5 As soon as an Eoin Sweeney Scholarship is approved, the Marine Institute's Research Funding Office will send letter of approval to the relevant host institution.
- 9.6 A final report must be submitted via RIMS on completion of the Scholarship. The final payment will be withheld pending receipt of final report.
- 9.7 In order for Eoin Sweeney Scholarships to benefit from scholarship tax exemption under Section 193 of the Taxes Consolidation Act, 1997, the following conditions must apply throughout the duration of the Scholarship:
- The Eoin Sweeney Scholar must be registered as a full time postgraduate student with a recognised HEI (Higher Education Institution).
 - The Eoin Sweeney Scholar must sign the [Scholarship Exemption Declaration Form](#) available online from the Irish Revenue and provide a copy of the completed form to the Marine Institute's Research Funding Office.
 - Total weekly attendance hours (between lectures and research work) must not be less than 40 hours.
- 9.8 The Scholarship will be paid to the host institution in annual installments following signature of the Grant-Aid Agreement by all parties and submission of annual reports as due. The Marine Institute reserves the right to ask for confirmation from the External Auditors of the college of the following:
- that the annual accounts of the college are up to date and have been approved by the Auditors without qualification,
 - that the management letter from the Auditors raised no matters that did or could significantly affect the administration of research scholarships awarded by the Marine Institute, and
 - that monies received under the Scholarship have been used for the purpose for which they were awarded.
- 9.9 The Marine Institute accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work funded by research scholarships and the host institution must fully indemnify the Marine Institute against all such expenditure or liabilities and against any actions, proceedings, costs, damages, expenses claims and demands arising from them including, in particular, but without limitation, any claims for compensation for which the college may be liable as an employer or otherwise, or any claims by any person in relation to any Intellectual Property.
- 9.10 It is the host institution's responsibility to manage the stipend furnished by the Marine Institute and to ensure that fees are recouped.
- 9.11 These Terms and Conditions will be governed by and construed in accordance with the Laws of Ireland and all parties will expressly and irrevocably submit to the jurisdiction of the Irish Courts.

ANNEX 1: EOIN SWEENEY SCHOLARSHIP PROPOSAL OUTLINE

Background

Rational for requirement for research to be undertaken is _____

Proposal

We propose a structured research PhD for four years on a full-time basis. The project objectives are open to determination by the applicant. The successful project will address a research challenge associated with advanced ocean technology development and/or ocean observing systems, with components of the proposed research conducted both at an Irish higher education institution and at PLOCAN, making use of test-bed and demonstration facilities in Ireland and Spain.

The project will aim to:

- _____

Outcome

The expected outcomes from the project will be _____

Specific Requirements

The scholar should have a primary degree in oceanography, marine engineering or other relevant marine science discipline. The scholar is expected to spend two to three months per annum based at PLOCAN, Spain. The available budget for the Scholarship will allow for this requirement (see details below).

Financial Details

Scholarships will be up to €30,000 per annum (maximum funding of €120,000 over four years). This amount comprises a maintenance award of €18,000 (Irish Research Council rate) to the student as well as payment of fees to the host higher education institution (HEI). The maximum fees payable to the HEI will be €6,000 per annum. The scholarship award also includes a budget of up to €6,000 per annum for eligible research costs (travel & subsistence, publication costs, consumables and other costs e.g. laptop) for the sole use of the student, and are payable on a reimbursement basis direct to the host institution where the postgraduate student (scholar) is registered. There are no overheads payable on the scholarship. Publication costs are intended to cover publications on which the scholar is listed as first author and are published under Open Access.

ANNEX 2: EOIN SWEENEY SCHOLARSHIP GRANT-AID AGREEMENT

GRANT-AID AGREEMENT

Eoin Sweeney Scholarship Programme

REF: ES/20/XX

TITLE:

THIS AGREEMENT made the ____ of _____ 2020.

BETWEEN

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

WHEREAS:

- A. 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-Graduate Eoin Sweeney Scholarship Programme (hereinafter referred to as "**the Scholarship**") as defined in the Eoin Sweeney Scholarship Programme Terms and Conditions (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 48 months unless sooner terminated pursuant to Clause 14.

2 The Scholarship

- 2.1 The Grantee agrees to appoint a Scholar to undertake research, investigations, literature reviews and other work necessary to carry out the Scholarship as defined in the Eoin Sweeney Scholarship Programme Terms and Conditions (Annex 1), the Proposal Outline (Annex 2) and the proposed work-plan as outlined in the Application (Annex 3) 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 3), agree to carry out and complete the Scholarship 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 €120,000 (hereinafter referred to as "**the Grant-Aid¹**").
- 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 Scholarship 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

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.

- (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 In the event that the Scholar does not start within six months of the commencement date of this Agreement, the Scholarship 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 budget submitted in the Proposal Outlined in the Eoin Sweeney Scholarship Programme Terms.
- 3.6 The Grantee's 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 Scholarship).
- 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 Scholarship.
- 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 An Eoin Sweeney Scholar 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.

4 Obligation on the Grantee

The Grantee shall:

- 4.1 Apply the Grant-Aid exclusively to the Scholarship and agree to conduct and complete the research in accordance with this Agreement.
- 4.2 Not abandon or vary the Scholarship without the written consent of the MI.
- 4.3 Ensure that proper books and records (including timesheets) concerning the Scholarship are maintained, including records identifying the expenditure incurred on the Scholarship 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 Eoin Sweeney Scholarship 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 Scholarship 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 Selection of the Scholar

- 5.1 The Grantee shall appoint a suitable candidate for the Scholarship (hereinafter referred to as "**the Scholar**") 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 Scholar 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 Grantee 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 Scholar, once appointed.
- 5.5 The Grantee shall effect a written agreement with the Scholar detailing the terms of the Scholarship. A copy of this agreement shall be lodged with the MI within one month of the appointment of the Scholar.

6 Supervision

- 6.1 The Scholar will be supervised by the named Supervisor (**Name**) in the host research institute for the full duration of the Scholarship.
- 6.2 The host academic institution will be expected to:
 - 6.2.1 provide opportunities for the Scholar to participate in appropriate structured courses offered to other Post-Graduate (research) Scholars.
 - 6.2.2 ensure that the Scholar appointed conducts and completes the research to ensure that all deliverables are met;
 - 6.2.3 ensure compliance with technical and financial reporting requirements (Clause 8).

7 Location of the Scholar

- 7.1 The scholar will be based primarily at the host higher education institution, except for the agreed period of two/three months per annum based in PLOCAN (Oceanic Platform of the Canary Islands).
- 7.2 The Scholar shall attend all academic modules at the Grantee's premises as required under their post-graduate research degree programme.
- 7.3 The Grantee shall provide an appropriate level of public liability insurance for the Scholar whilst working in their respective 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 on the annual anniversary of the appointment of the Scholar.
- 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 Grantee's 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 Scholarship.

8.4.6 The Grantee 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, cheque numbers, 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 stipend 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 stipend 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 stipend 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 stipend 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 Scholarship. A Scholarship 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 Scholarship 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 Scholarship

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 Scholarship 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 Scholarship research objectives are not altered or adjusted.

10.3 *Personnel*

10.3.1 In the event that the Scholar 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 Scholar leaves the Programme, the Scholarship is not transferable and will expire.

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 Scholarship 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 Scholarship 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 Scholarship or any matters relating to the Scholarship 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 Scholarship 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 MI funding in a format to be advised in writing by the MI.
- 13.2 The supervisor shall provide the MI with electronic copies of all materials accepted for publication (papers, posters, articles etc.).
- 13.3 The Scholar and/or supervisor may be requested, and shall be available, to provide an overview/update on the Scholarship for publicity and outreach purposes (e.g. newspapers, trade magazines, radio or television, outreach events). All media releases concerning Scholarships 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 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.

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

15 Intellectual Property

- 15.1 Ownership of Background Knowledge/Intellectual Property generated by the MI and the Grantee will be retained by the party that generated it. A register of Background IP will be established at the start of the project.
- 15.2 The MI acknowledges that the Grantee will own all rights to Foreground Intellectual Property generated by the Scholarship.
- 15.3 The Grantee is required to take all necessary steps to:
 - 15.3.1 Preserve and protect such Intellectual Property Rights (IPR) including, where appropriate, by applying for patent registration; and
 - 15.3.2 Actively to exploit in a timely fashion any discoveries, inventions or processes resulting from the research, by means of commercial licensing arrangements and otherwise.
 - 15.3.3 Whenever possible, intellectual property shall be managed for the benefit of enterprise development in Ireland.
- 15.4 The Grantee shall be guided by *Inspiring Partnership - The National IP Protocol 2019*³.
- 15.5 The ownership interest in Intellectual Property generated from work undertaken as part of the Scholarship may not be transferred or assigned without written agreement of the MI. Such agreement shall not be unreasonably withheld.
- 15.6 Where the Grantee has not moved to exploit or commercialise the intellectual property produced by the Scholarship, 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.
- 15.7 The Grantee is responsible for ensuring that the research carried out for the purposes of the Scholarship and the final and interim Scholarship reports and any publications arising from the Scholarship shall not knowingly infringe the IPR, including the copyright, of any 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 Scholarship and the final progress report for the Scholarship 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 Eoin Sweeney Scholarship Programme will be stored by electronic means (e.g. database) for use only in connection with the Eoin Sweeney Scholarship Programme. The provisions of the Data Protection Act, 1988 and the Data Protection (Amendment) Act, 2018 will be fully complied with. The MI will publish funding call outcomes including grantee name and organisation on the Marine Institute website.

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

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-Graduate Scholarship Award
Grant-Aid Agreement

Ref Number: ES/20/

Title: Eoin Sweeney Scholarship –

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**
Dr Paul Connolly, Chief Executive Officer

Date:

Read and understood by:
(Name) Grantee

Date:

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

Date:

**Post-Graduate Scholarship Award
Grant-Aid Agreement**

Annexes

1. Eoin Sweeney Scholarship Programme Terms and Conditions 2020
2. Proposal Outline
3. The Application
4. Project Evaluation Form
5. Publicity Guidelines

**ANNEX 1: EOIN SWEENEY SCHOLARSHIP PROGRAMME
TERMS AND CONDITIONS 2020**

ANNEX 2: PROPOSAL OUTLINE

ANNEX 3: THE APPLICATION

ANNEX 4: PROJECT EVALUATION FORM

ANNEX 5: PUBLICITY GUIDELINES

All published materials relating to the project should carry full acknowledgement of Grant-Aid from the Marine Institute, as follows:

This project (Grant-Aid Agreement No.) is carried out with the support of the Marine Institute and funded under the Marine Research Programme by the Irish Government.

In addition to the above wording, **the Marine Institute logo** should be displayed:



Advertisements

Advertisements (for Press, Web-sites and Internal Notice Boards) for posts/research scholarships/scholarships Grant-Aided under the project should carry full acknowledgement of Grant-Aid from the Marine Institute.

Presentations/Posters

Presentations (Overheads/PowerPoint/Slides) and Posters should carry full acknowledgement Grant-Aid from the Marine Institute and should include the Marine Institute logo. 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 the Marine Institute logo on the title page.

Scientific/Technical Literature

The following text should be included in the Acknowledgements Section:

"This project (Grant-Aid Agreement No.) is carried out with the support of the Marine Institute and funded under the Marine Research Programme by the Irish Government."