Foras na Mara
Marine Institute

Marine Research Programme 2021-2027

Guidelines for Applicants

The Changing Use of Ireland's Ocean Call 2024

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1. Background

The Irish Government is committed to achieving 30% Marine Protected Area (MPA) coverage of Ireland's Maritime Area by 2030, in line with the Programme for Government, the EU Biodiversity Strategy for 2030, and a number of International initiatives such as the UN post-2020 Global Biodiversity Framework

"Marine Protected Areas (MPAs) can support economic activity associated with the sea; for example, by conserving areas of particular importance to marine ecosystems and ensuring that human activity is kept at a level that will sustain biological diversity, natural productivity, human health and well-being. MPAs can also help reduce the effects of climate change and ocean acidification by ensuring that marine ecosystems are healthy and resilient, and that the marine environment can act as a natural carbon storage system."

In addition, the awarding of Maritime Area Consents (MACs) in 2023 to seven participating projects represents the start of an expansion in the offshore renewable energy sector, which is required to achieve the Irish Government target of 5 GW of capacity in offshore wind by 2030.

Progress towards the meeting these marine conservation and energy targets must also take account of the activity of established blue economy sectors, notably seafood production (fisheries and aquaculture) and maritime transport. These sectors are important stakeholders as existing users of maritime space and competing demands for space and co-existence will be a key challenge within the broader scope of the National Marine Planning Framework.

Research data and knowledge are needed to examine and understand how these national and international policy priorities will align or interact, to identify conflicts and provide policy options and solutions to address them.

The Marine Institute now is seeking applications for a multi-disciplinary, multi-institute programme of research to investigate further the issues outlined above **and in the call Terms of Reference**. The award of any research grant by the Marine Institute is subject to the availability of funding.

Applications should propose a programme of research supported by comprehensive provision of relevant data and evidence to enhance our ability to manage use of the marine space with competing interests such as ORE, MPAs, seafood production, maritime transport, recreation and other marine and maritime activities. The work should deliver innovative solutions to help resolve conflicts, support decision-making and inform planning by optimising the space available to each relevant sector in the context of growing competition for space and Ireland's legislative and policy requirements.

"The Changing Use of Ireland's Ocean: Measuring and monitoring the impacts on our marine biodiversity and ecosystems" aims to address gap in knowledge under four research focus areas that have been identified as outlined below.

1. Integrated marine survey methods on marine biota and ecosystem functioning.
2. Advancing biological and ecological data collection frameworks for establishing baselines, management and decision-making.
3. Use and deployment of new/advanced technologies and modelling tools for biological & ecosystem monitoring.
4. Adopting nature based solutions to the development of Irish ports, harbours and other strategically important coastal infrastructures.

The proposed research can address all four areas or can address a subset of these.

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 competiveness and opportunities for sustainable economic growth;
- Protect and conserve marine resources;
- Inform public policy; and
- Increase public awareness of our maritime resource and heritage.

The research priorities for 2021-2027 aim to support sustainable economic growth, promote innovation, protect marine ecosystems and inform policy, governance and regulation of the Irish marine sector.

Awards funded by the Marine Institute will provide assistance for appropriate research activities that address the objectives of national and international marine strategies/plans, including (but not limited to):

- Impact 2030: Ireland's Research and Innovation Strategy.
- Climate Action Plan for Ireland.
- Food Vision 2030.
- National Marine Planning Framework.
- Future Framework for Offshore Renewable Energy Policy Statement.
- Powering Prosperity – Ireland's Offshore Wind Industrial Strategy.
- EU Green Deal.
- EU Farm to Fork Strategy.
- EU Strategy for the Atlantic.
- EU Birds, Habitats, Marine Strategy and Water Framework, and Maritime Spatial Planning Directives.

Investments will also align with the Marine Institute's Corporate Strategy (2023-2027) Ocean Knowledge That Informs and Inspires under four of the Strategic Priorities:

- Meeting Climate, Biodiversity and Seafood Security Challenges.
- Delivering Impact Through Research & Innovation.
- Leading the Digital Ocean Transformation.
- Supporting Ireland's Blue Economy.

This research 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), Department of Housing, Local Government & Heritage (DHLGH), Department of the Environment, Climate and Communications (DECC), other government departments and agencies, and European/International Organisations (e.g. European Commission, OSPAR, UN and IPCC).

2. Introduction

These **Guidelines for Applicants** for **The Changing Use of Ireland's Ocean** call 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.

Applicants must apply via the **Project-Based Awards** call type under the **Open Calls** tab on their portal on the Marine Institute Grant Management System (RIMS).

A description of the aims of this call for research proposals is provided in the **Terms of Reference** document, which is available to download from the *Research & Funding* pages of the Marine Institute's website[1].

3. Duration & Value of Awards

The maximum duration of the successful awards under this call is **60 months**.

The maximum grant-aid for award will be **€1.5 million for 60 months.** The Marine Institute expect to make one or two awards under this call.

Applicants may apply for one of three options as follows:

Table 1 Proposal Options

Duration	Partners	Max Grant-Aid Requested	Team Size (Funded)
36 months	Two minimum (Four maximum)	900,000 Euro	2-3 researchers
48 months	Two minimum (Four maximum)	1,200,000 Euro	3-4 researchers
60 months	Two minimum (Four maximum)	1,500,000 Euro	4-5 researchers

Researchers: Post-doctoral researcher, research assistant, MSc/PhD students, or equivalents.

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

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

4. Who May Apply?

Applications are invited from eligible legal entities with the appropriate scientific and technical qualifications and research expertise.

The lead organisation **must be** a Higher Education Institute based in the Republic of Ireland.

Partnerships are permissible, with eligible partners being Higher Education Institutes, Research Institutes or Other Public Research Bodies from the Republic of Ireland, Northern Ireland or overseas (minimum of two project partners and maximum of four project partners including the lead partner).

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

Note: Researchers from the Marine Institute cannot participate as funded partners or subcontractors in projects funded under this call, but may provide infrastructure support, equipment and datasets to the successful applicants. Nominated Marine Institute representatives may also participate in the Steering Committee.

[1] https://www.marine.ie/Home/site-area/research-funding/research-funding/current-funding-opportunities

5. Evaluation of Proposals

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

Eligible proposals will be evaluated using the following criteria:

Criteria	Marks
1. Understanding of the strategic context of the project and the specific research 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 Terms of Reference	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 preferably via open access routes.

Applicants and their teams are required to complete the Epigeum online research integrity training provided through their organisation. The Marine Institute will ask applicants to report on completion of the research integrity training in their annual progress reports.

Applicants may use generative *Artificial Intelligence* (AI) platforms or tools (e.g. ChatGPT), but will be asked to declare whether used or not as part of their application submission (mandatory field on the Marine Institute's online Research Information Management System (RIMS).

Projects that receive funding from the Marine Institute are required to follow Open Access/Research guidelines.

The EU principle of gender mainstreaming applies[2]. 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. Project management commitments with respect to gender balance and equal opportunities form part of the evaluation criteria.

[2] Gender mainstreaming - Council of Europe

7. Grant-Aid Rates and Eligible Costs

This call for research proposals is intended to fund public good research on a re-imbursement basis. Funding is provided for up to 100% of eligible costs for Higher Education Institutes, Research Institute or Other Public Research Bodies.

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 (open access)
6. Other agreed costs (e.g. software licences)
7. Overheads (see note below)
8. Equipment

Staff Costs

Higher education institutions and other public bodies - A core principle of this programme is capacity building, with funding provided for new research posts. Accordingly, the programme **does not** support costs associated with existing permanent/core staff within higher education institutions and public bodies working on a project. Existing permanent/core staff costs are not eligible costs.

Overheads

Overheads are indirect costs and will be paid a maximum rate of 30% of direct costs minus sub-contracts/external assistance.

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;
- provisions for possible future losses or charges;
- interest owed;
- provisions for doubtful debts;

[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.

- 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.

8. Grant Award and Initial Payment

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. In addition, applicants must sign a Grant-Aid Agreement that will outline the contractual obligations and conditions that apply to the award.

The initial payment of 20% will be made on signature of the grant-aid agreement to the organisation's Irish bank account and a current Irish tax clearance certificate will be required for this payment (and all subsequent payments).

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*[4]***.***

[4] https://www.knowledgetransferireland.com/ManagingIP/National-IP-Protocol/

12. Application Procedure & Deadline

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

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

Only applications made on the appropriate application form will be accepted for evaluation and no other materials are required. The application forms 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 **Tuesday, 15th October 2024 (Extended by two weeks)**

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

Evaluation is conducted in four steps, as follows:

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

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

Criteria	Marks
1. Understanding of the strategic context of the project and the specific research topic • 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 • Will the research undertaken develop new research capacity and capabilities in areas of identified strategic importance for Ireland? • 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 management capacity of marine and coastal ecosystems and support the development of evidence-based marine related public policy? • Will the research undertaken advance the development of Ireland's marine governance systems based on best practice? • Have the benefits and impacts been clearly demonstrated?	***15%***
3. The scientific and technical quality of the research proposal • 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%***

4. Evidence within the research proposal of ability to address the specific deliverables required in the **Terms of Reference** • Proposed approach to meeting the specific deliverables of the project • Track record and expertise of the team in areas targeted by the deliverables	***10%***
5. Scientific quality/track record of the project team and technical capability to carry out the project • Qualifications of the proposed research team • Suitability of the expertise and experience of the proposed research team Participation in other research programmes (past & current) • Publication and citation record	***15%***
6. Proposed project management commitments/arrangements • Project management plan/personnel including consideration of gender equality/equal opportunities within the team • Proposed team/work package interaction • Data & quality management plans • Dissemination proposals	***10%***
7. Costs and value for money • 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. 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 video/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.

Note: Members of the evaluation panel are prohibited from using generative *Artificial Intelligence* (AI) platforms or tools during the evaluation process.

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 permanent/core 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.

Staff costs should be based on the Irish Universities Association (IUA) salary scales or equivalent.

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.

MSc/PhD costs for student stipend (€25,000 per annum rate effective from 1st January 2024) and college/tuition fees (max €6,000 per annum) are eligible for two years for MSc and four years for PhD.

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 eligible at a **maximum cost of €2,000** for each **full-time** post funded under the project, and must be used solely for carrying out the project work.

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

3) Travel and Subsistence

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

Where travel costs are incurred by employees involved in the project and such costs are reimbursed by the participant on the basis of a lump sum or per diem basis then it is the lump sum or per diem payment that is

considered to be the eligible cost. All lump sums or per diem payments in this regard must be in keeping with the normal practices of the participant's organisation.

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

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

4) Sub-contracts/external assistance

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

- they are incurred in compliance with the conditions set out in the Grant-aid Agreement;
- they do not exceed 20% of the overall grant-aid allocated to the project;
- the subcontracts for external assistance are awarded and concluded in accordance with the normal Irish government grant-aid procedures as set out in the Department of Finance public procurement regulations (e.g. three quotations must be obtained for all sub-contractors valued at more than €5,000 (including VAT), and subcontracts above €50,000 (including VAT) must be published on https://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 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) Publications

Costs should be included to cover the preparation and publication of research outputs, e.g. reports, brochures, books and other publications. All publications must acknowledge the funding provided by the Marine Institute.

Applicants should include adequate budget for the target publications stated in the Terms of Reference, using an estimate of €3,000 per publication as an average cost. Once the term of the award is complete successful applicants can also apply for funding towards the cost of open access publications from the Marine Institute's Networking & Marine Research Communication Awards.

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 30% of modified costs is allowed for all laboratory/fieldwork-based projects and 25% for desk-based projects. Modified costs are defined as all eligible costs excluding sub-contracts/ external assistance. Costs deemed to be covered by overheads include stationery, interview expenses, advertising costs, etc.

8) Equipment

The purchase and leasing of durable equipment, when acquired based on best price and in compliance with Public Procurement Guidelines, is considered to be an eligible cost.

The cost of purchased equipment if acquired specifically for the purposes of a project will be considered to be eligible in full. Appropriate justification for the purchase of durable equipment should be demonstrated in the proposal. Costs relating to the hire or leasing of durable equipment may be charged to the project in accordance with the following conditions:

- The eligible costs for hire[5] or lease of durable equipment shall not exceed the costs that would have been incurred in case of purchase of equipment, taking account of the formula below.
- The lease or purchase costs to be charged to the Agreement shall be calculated according to the following (depreciation rule) formula:

$$(A/B) \times C \times D$$

Where

A =	period in months during which the durable equipment is used for the project after invoicing
B =	the depreciation period for the durable equipment - 36 months (33% p.a.) for computer equipment costing less than €25,000 or 60 months (20% p.a.) for other equipment
C =	actual cost of the durable equipment
D =	percentage of usage of the durable equipment for the project

This represents the eligible costs for durable equipment for the duration of the project and is reimbursed on a pro rata basis upon the submission of each financial cost statement.

Off-the-shelf software and computing equipment costing <€10k are deemed to be consumables (see note above with respect to personal computers/laptops).

Durable equipment, which has been purchased or leased for a previous agreement with the Marine Institute, is an eligible cost providing that the depreciation period has not been exceeded i.e. only the costs relating to the unexpired depreciation period may be charged.

If value for money becomes an issue due to the limitations of suppliers then this should be 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.

Non-recoverable VAT is an eligible part of equipment acquisition cost.

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 in 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.

[5] Hire = short-term rental where title remains with the hire company

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 (All-Island)

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 or Northern Ireland". A public research body must be a legal entity with their registered office address in the Republic of Ireland or Northern Ireland.

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

1) Public sector bodies

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

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

With respect to the "public service mission":

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

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

With respect to the "adequate financial guarantees":

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

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

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

- Agri-Food and Biosciences Institute (AFBI)
- Atlantic Technological University (ATU)
- Bord Iascaigh Mhara (BIM)
- Commissioners of Irish Lights (CIL)
- Dublin City University (DCU)
- Dublin Institute of Advances Studies (DIAS)
- Dundalk Institute of Technology (DkIT)
- Environmental Protection Agency (EPA)
- Geological Survey of Ireland (GSI)
- Inland Fisheries Ireland (IFI)
- Marine Institute (MI) – refer to Section 4 "Who may apply"
- Maynooth University (MU)
- Met Éireann
- Munster Technological University (MTU)

- Queen's University Belfast (QUB)
- Sea Fisheries Protection Authority (SFPA)
- South East Technological University (SETU)
- Teagasc
- Technological University Dublin (TU Dublin)
- Technological University of the Shannon (TUS)
- Trinity College Dublin (TCD)
- Tyndall National Institute
- Ulster University (UU)
- University College Cork (UCC)
- University College Dublin (UCD)
- University of Galway
- University of Limerick (UL)

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

Foras na Mara
Marine Institute

Marine Research Programme

GRANT-AID AGREEMENT

PROJECT-BASED AWARDS

REF:	PBA/24/XXX
TITLE:	The Changing Use of Ireland's Ocean: Measuring and monitoring the impacts on our marine biodiversity and ecosystems

THIS AGREEMENT made the date of last signature herein

BETWEEN

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

2. **HEI** of Address, Ireland (hereinafter referred to as "**the Project Lead Partner 1**").

3. **HEI/Public RPO** of Address, Country (hereinafter referred to as "**Project Partner 2**").

4. **HEI/Public RPO** of Address, Country (hereinafter referred to as "**Project Partner 3**").

5. **HEI/Public RPO** of Address, Country (hereinafter referred to as "**Project Partner 4**").

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.

B. The MI has agreed, following an open call for proposals issued on **DATE** (under the Guidelines for Applicants and Terms of Reference, a copy of which is attached as Annex 1), to Grant-Aid the Project Lead and Project Partners (collectively referred to as "**the Grantees**") for their involvement in the project ***The Changing Use of Ireland's Ocean: Measuring and monitoring the impacts on our marine biodiversity and ecosystems*** (hereinafter referred to as "**the Project**"):

Ref: PBA/24/XXX

Title: The Changing Use of Ireland's Ocean: Measuring and monitoring the impacts on our marine biodiversity and ecosystems

C. The MI and the Grantees agree that Grant-Aid will be made available to the Grantees on the terms and subject to the conditions set out herein.

1 The Term

1.1 This Agreement and the obligations of the Grantees hereunder shall commence on the date of signing hereof, with an **expected start date of DATE** and shall continue for a period of **36, 48, 60 months** to **DATE** unless sooner terminated pursuant to Clause 13.

2 The Project

2.1 The Grantees agree to appoint a team to undertake research, investigations, literature reviews and other work necessary to carry out the Project as defined in the Guidelines for Applicants and Terms of Reference – The Changing Use of Ireland's Ocean Call 2024 (Annex 1) and the proposed work-plan as outlined in the Application (Annex 2) and any other amendments agreed in writing by the MI and appended to this Grant-Aid Agreement (under Annex 9).

2.2 In signing this Agreement, the Grantees (Project Lead and Project Partners) agree to carry out and complete the Project subject to the terms and conditions of this Agreement.

2.1 The Grantees 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 Grantees of their duties and obligations as set out in this Agreement, the MI agrees to make available to the Grantees Grant-Aid to a maximum of **Amount Euro** (hereinafter referred to as "the Grant-Aid[1]"). The budget for Partner 1 is **Amount Euro,** Partner 2 is **Amount Euro**, and Partner 3 is **Amount Euro** Partner 4 is **Amount Euro** as per the breakdown provided in Annex 4. Any change to the budget must be approved by the MI (see Clause 9.4 Budget Expenditure).

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, as set out in Annex 2 (the Application), unless otherwise agreed by the Parties in writing. The MI will make as payments directly to the Grantees (i.e. separate payments to each partner).

3.2.1 An advance payment of 20% of the total Project cost will be made on the full execution of this Agreement;

3.2.2 Instalment payment(s) of up to 60% 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) due at Month 60. ***Note: Will vary depending on duration of award 36, 48 or 60 months.***

3.3 In the event that the Project does not start within six months of the signature date of this Agreement or by **DATE**, the Project may be cancelled and the advance payment must be refunded to the MI. It is the responsibility of the Project Lead to keep the MI (Research Funding Office) advised of any delays in recruitment.

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 Grantees in carrying out the research in accordance with the approved budget specified in the Application and in accordance with the Guidelines for Applicants.

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 9 (Modifications to the Project).

3.8 No expenditure incurred by or on behalf of the Grantees prior to the date of signing this Agreement shall be funded, recovered or reimbursed from the Grant-Aid unless the MI has given specific written consent to the funding of such expenditure under the Project.

3.9 No expenditure incurred by the Grantees after the completion date of this Agreement shall be recovered or reimbursed from the Grant-Aid.

3.10 The Grantees acknowledge that as regards payment of the Grant-Aid, time shall not be of the essence and the Grantees shall not hold the MI, its parent Department or any other party providing or processing funds liable for any delay in making payment of the Grant-Aid or any portion thereof, where the delay is beyond the reasonable control of the MI and provided that in any event the party providing or processing funds provides the Grantees with no less than 30

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

days' notice and pays any due sums within 30 days' of notification of such delay.

4 Obligation on the Grantees

The Grantees shall:

4.1 Apply the Grant-Aid exclusively to the Project and agree to conduct and complete the research in accordance with this Agreement.

4.2 Not abandon or vary the Project without the written consent of the MI.

4.3 Ensure that proper books and records (including timesheets) concerning the Project are maintained, including records identifying the expenditure incurred on the Project by the Grantees. Such books and records shall be kept by the Grantees in a safe place for six years after their creation or for three years after the completion of the Project Programme (2031), 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 7 herein.

4.5 Take out and maintain sufficient employer liability and public liability insurance to cover the Grantees and all its employees and agents involved in the Project 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 12 Publicity).

5 Researcher Appointments

5.1 In the event that no researchers have been appointed by an agreed date the award may be cancelled and the advance payment must be refunded to the MI.

5.2 The Grantees shall comply with standard recruitment practices and guidelines of their institution and the relevant national legislation.

5.3 Researchers funded under this award are not employees of the Marine Institute.

6 Project Management

6.1 **NAME** (hereinafter referred to as "**the Project Supervisor**") being the named lead applicant as set out in the Application (Annex 2) shall:

6.1.1 Oversee the Project for the Grantees and ensure that all deliverables are met;

6.1.2 Ensure compliance with technical and financial reporting requirements (Clause 7).

6.1.3 Liaise with the MI on all Project matters;

6.1.4 Act as a focus for information exchange and dissemination of Project results between researchers engaged on the Project and the MI.

6.1.5 In the event that the Project Supervisor leaves the employ of their organisation, then the Grantees shall inform the MI and, in consultation with the MI, nominate a replacement for the remaining term of the Project.

6.1.6 The MI should also be advised in writing of any staff changes within the Project Team, and the effect of said changes on the progress of the Project Plan (see Clause 9.3 also).

7 Reporting Requirements

7.1 The Grantees shall provide the MI with financial and scientific/technical reports on an annual basis.

7.2 Reports are due one month after the end of the reporting period.

7.3 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).

7.4 *Financial Reporting*

7.4.1 Financial reports and certified costs statements shall be submitted annually in a format to be supplied by the MI.

7.4.2 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.

7.4.3 Eligible costs shall be reimbursed where they are adequately justified by the participant.

7.4.4 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). Each project partner is responsible for submitting their organisation's financial reports.

7.4.5 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.

7.4.6 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.

7.5 *Scientific/Technical Reporting*

7.5.1 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.

7.5.2 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.

7.5.3 The MI may require the Grantees to provide clarifications and/or make changes to the final report. The Grantees shall co-operate in revising or amending the final report prior to its completion and before signing off by the MI.

7.5.4 The Project Supervisor is responsible for submitting the interim and final scientific/technical reports with input from all the project partners.

7.5.5 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.

7.6 All reports shall carry an acknowledgement of Grant-Aid Funding in a format to be advised by the MI.

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

8 Deductions from and Withholding of Grant-Aid Payments

8.1 In the event that the Grantees fail to comply with any of its obligations pursuant to Clause 4 (Obligation on the Grantees) 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 Grantees hereunder.

8.2 *Deductions from Grant Payments:*

8.2.1 Where the Grantees fail to comply with financial and technical reporting requirements as outlined hereafter, and detailed in Clause 7 of the Grant-Aid Agreement and its annexes, the MI will make deductions from the Grant-Aid; and

8.2.2 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. 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.

8.2.3 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.

8.3 *Withholding of Final Grant Payment:*

8.3.1 An amount of 10% of the MI Grant-Aid will be retained in all cases pending completion of the Project. A Project will be deemed to be completed, following the certification of the final cost statement, the submission of completed final reports (signed off by the MI), dataset descriptions (as per Clause 11 Datasets) and any other reasonable documentation as required by the MI (e.g. End of Project Questionnaire) provided that in the event that any additional documentation is required by the MI, the MI shall give the Grantee not less than 30 days' advance notice in writing. All final documentation must be submitted within two months of the agreed Project completion date. Grantees who do not comply with these requirements may be deemed ineligible to apply for future research grants under this programme.

9 Modifications to the Project

9.1 *Timeframe*

9.1.1 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.

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

9.2 *Work Programme*

9.2.1 Changes to the tasks and work packages (e.g. inclusion/omission of tasks) agreed to in the

Grant-Aid Agreement require the prior written consent of the MI. The Grantees should ensure that Project research objectives are not altered or adjusted.

9.3 *Research Personnel*

9.3.1 In the event of Key Project Personnel leaving during the course of the Project the Grantees shall notify the MI in writing immediately. Such notification shall include a proposed solution and arrangements to be put in place by the Grantees to allow the Project to continue and be concluded satisfactorily.

9.3.2 In such cases, the Grantees may seek to find a replacement researcher. The Grantees shall notify the MI of the replacement and ensure that any such replacement personnel have the time commitment, qualifications and competency to undertake the research activities to the standard required by this Agreement and have similar expertise and ability to those of the personnel that they are replacing.

9.4 *Budget Expenditure:*

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

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

9.4.3 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.

10 Monitoring

10.1 *Monitoring*

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

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

11 Datasets

11.1 The Grantees shall submit a full description of the dataset(s) produced by the Project to the MI in ISO 19115 standard format for inclusion in the MI's data catalogue, in a template to be provided by the MI. Metadata is additional to any formal project reports, and will be made publicly available.

11.2 The Grantees shall provide details of how such datasets will be maintained and how other researchers can access and make use of them[2].

11.3 The Grantees shall address data quality control in each project report.

11.4 If requested, the Grantees may be required to provide digital copies of all data to the MI at no additional cost. If requested by the Grantees, datasets will not be made publicly available (other than to the Grantees and MI staff) for a period of 12 months after the publication of the project report, but all datasets may thereafter be made publicly available[3]..

[2] The MI shall furnish Grantees with Guidelines to assist with data management issues.
[3] Datasets provided to the Marine Institute are available to access from the Marine Data Centre on the Institute's website.

12 Publicity

12.1 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 (Annex 5 of this Agreement).

12.2 The Project Supervisor shall provide the MI with electronic copies of all materials accepted for publication (papers, posters, articles etc.).

12.3 The Project Supervisor may be requested, and shall be available, to provide an overview/update on the Project for publicity and outreach purposes (e.g. newspapers, trade magazines, radio or television, outreach events). All media releases concerning Projects should be submitted to the MI for agreement prior to issue.

12.4 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 Grantees agree that information provided to the aforementioned may include the name of the Project Supervisor as stated under Clause 6 above.

12.5 This Agreement shall not prevent or hinder registered students of any Party from submitting for degrees of that Party theses based on results obtained during the course of work undertaken as part of the Project; or from following that Party's procedures for examinations and for admission to postgraduate degree status.

12.6 In accordance with normal academic practice, all employees, students, agents or appointees of the Parties (including those who work on the Project) shall be permitted in pursuance of the Parties' academic functions, to discuss work undertaken as part of the Project in internal seminars and to give instruction within their organisation on questions related to such work.

13 Termination

13.1 This Agreement shall terminate automatically upon the expiry of the term set out in Clause 1 above, unless previously terminated in accordance with Clause 13.2 below.

13.2 The MI may terminate this Grant-Aid Agreement upon written notice to the Grantees at any time in the event that:

13.2.1 The Grantees commit any material breach of this agreement and fails to remedy such breach (if capable of remedy) within thirty (30) days of receiving notice from the MI;

13.2.2 The Grantees fail to carry out the research in accordance with the agreement;

13.2.3 The Grantees provide any information (including in relation to expenditure) or report to the MI or its agents which is incorrect or inaccurate; or

13.3 In the event that the MI terminates this agreement, any entitlement of the Grantees to receive any outstanding portion of the Grant shall cease automatically and any such termination shall be without prejudice to the right of the MI to claim a complete or partial refund of the Grant or damages for breach of contract or any of its other rights.

13.4 The provisions of Clause 4 (Obligation on the Grantees) and 18 (Indemnity) shall survive the termination of this Agreement for the same period as stated in clause 4.3.

14 Intellectual Property

14.1 Ownership of Background Knowledge/Intellectual Property[4] generated by the MI and the Grantees will be retained by the party that generated it. A register of Background IP will be established at the start of the project.

14.2 The MI acknowledges that the Grantees will own all rights to Foreground Intellectual Property[5] generated by the Project.

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

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

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

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

14.4 The Grantees shall be guided by *Ireland's National IP Protocol 2019*[6]*,* insofar as it may be applicable within the jurisdiction of that Grantee.

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

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

14.7 The Grantees are responsible for ensuring that the research carried out for the purposes of the Project and the final and interim Project reports and any publications arising from the Project shall not knowingly infringe the IPR, including the copyright, of any third party. Subject to Clause 18.1, the Grantees are required to indemnify and keep indemnified the MI against any direct claims by any third party that the results of the research carried out for the purposes of the Project and the final progress report for the Project infringe that third party's rights.

15 Freedom of Information

15.1 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 Project Supervisor 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 the Project Supervisor about this information before making a decision on any Freedom of Information request.

[4] Background IP is any intellectual property that existed before the contract started, and the parties own.
[5] Foreground knowledge/IP is all the *knowledge/IP produced within the collaborative venture or open innovation project during the* project's tenure.
[6] https://dbei.gov.ie/en/Publications/Publication-files/Ireland-National-IP-Protocol-2019.pdf

16 Data Protection Act

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

16.2 Each Party shall be solely responsible for its own processing of personal data in compliance with data protection laws in connection with this Agreement, including the lawful basis of that processing.

17 Assignments

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

18 Indemnity and Cap on Liability

18.1 The Grantees shall indemnify and keep indemnified the MI and its Parent Department against all direct costs, loss, damage and expenses sustained by either of them and against any direct claims that may be brought by any partner, employee, agent, sub-contractor or any third or other party arising out of the Project whether by reason of or on account of the breach default neglect non-performance or non-observance by the Grantees of the terms and conditions of this Agreement or otherwise.

18.2 The Grantees' 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 Grantees (see Clause 3).

19 Governing Law and Mediation

19.1 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.

20 DPER Circular on Grant Management

21.1 The Grantees 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 Grantees' financial statements and disposal of assets, are detailed in the Certificate of Assurance that the Grantees will be required to sign and submit with their annual financial reports.

Project-Based Award

Grant-Aid Agreement

Ref: PBA/24/XXX

Title: The Changing Use of Ireland's Ocean: Measuring and monitoring the impacts on our marine biodiversity and ecosystems

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

_____ Date: _____
Dr Rick Officer, Chief Executive Officer
Signed for and on behalf of **the Marine Institute**

_____ Date: _____
Read and Understood by
NAME, Project Supervisor (Partner 1 - Lead)

_____ Date: _____
Signed for and on behalf of **HEI, Ireland (Partner 1)**
NAME
Authorised Officer (Dean of Research/Financial Controller or equivalent)

_____ Date: _____
Signed for and on behalf of **HEI/Public RPO (Partner 2)**
NAME
Authorised Officer (Dean of Research/Financial Controller or equivalent)

_____ Date: _____
Signed for and on behalf of **HEI/Public RPO (Partner 3)**
NAME
Authorised Officer (Dean of Research/Financial Controller or equivalent)

_____ Date: _____
Signed for and on behalf of **HEI/Public RPO (Partner 4)**
NAME
Authorised Officer (Dean of Research/Financial Controller or equivalent)

Project-Based Award

Grant-Aid Agreement

Annexes

1. Guidelines for Applicants and Terms of Reference – The Changing Use of Ireland's Ocean Call 2024
2. The Application
3. Consensus Evaluation Form
4. Budget
5. Publicity Guidelines
6. Offer Acceptance
7. Response to Evaluators Comments
8. Agreed Changes to the Work Programme (if applicable)

PUBLICITY GUIDELINES

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

> The Changing Use of Ireland's Ocean (Grant-Aid Agreement No. PBA/24/XXX) is carried out with the support of the Marine Institute under the Marine Research Programme, and funded by the Government of Ireland.

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

Advertisements
Advertisements (for Press, Websites 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 and Posters should carry full acknowledgement Grant-Aid from the Marine Institute and should include the logo of the Marine Institute. In a Presentation, this acknowledgement should come at the beginning of the presentation (e.g. after the introductory slide).

Publications
Internal and Grey Literature Reports should carry full acknowledgement, including the logo of the Marine Institute on the title page.

Scientific/Technical Literature
The following text should be included in the Acknowledgements Section:

> *"The Changing Use of Ireland's Ocean (Grant-Aid Agreement No. PBA/24/XXX) is carried out with the support of the Marine Institute under the Marine Research Programme, and funded by the Government of Ireland."*