



**- Local Authority Prevention Network -**

***First call for proposals***

***for***

***local authority prevention programmes***

***under the***

***Local Authority Prevention Network***

**- National Waste Prevention Programme -**

Funding of successful proposals under this call is contingent on funds being made available to the Local Authority Prevention Network via the National Waste Prevention Programme.

The Local Authority Prevention Demonstration Programme was funded from the Environment Fund. It is expected that this will be the source of funding for the Local Authority Prevention Network. Allocations from the Environment Fund for 2009 have not yet been made and no commitment has been received to date to financially support the Local Authority Prevention Network.

## Part 1. Background

### **1. Introduction**

The Environmental Protection Agency is committed to supporting the Local Authority Prevention Network. With the support of local authorities and the Department of the Environment, Heritage and Local Government, this will be an important part of the National Waste Prevention Programme, which was established by the Minister for the Environment, Heritage and Local Government in 2004. It will be a key component in building capacity in local authorities for the promotion of resource efficiency and waste prevention at a local and grassroots level.

### **2. History**

It was apparent at the commencement of the National Waste Prevention Programme in 2004 that local authorities are well placed to provide a key conduit to local communities and businesses for the promotion of waste prevention. This was supported by the fact that local and regional waste management plans generally make recommendations for the promotion of waste prevention in local and regional areas.

In 2006, a first call for expressions of interest under the Local Authority Prevention Demonstration Programme was made. This was followed in 2007 with a second call. Currently, fourteen local authorities are receiving grant-aid under the LAPD Programme. The LAPD Programme was designed to build capacity within local authorities and demonstrate what was possible if the effort is made. These objectives have been achieved. Quarterly plenary meetings, technical advice, field trips and a comprehensive 8-day training course on waste prevention have all served to share knowledge and allow all participants to develop and build capacity in their local authorities. It is evident and obvious that the prevention officers working in the participating local authorities have developed their personal and professional capacity. It is also evident and obvious that these people should continue to work in this field and that the expertise they have gained should be retained in place.

The EPA is therefore committed to continuing to support local authorities in promoting resource efficiency and waste prevention. The model proposed in this document for a Local Authority Prevention Network developed substantially from discussions with prevention officers and others.

The model for a Local Authority Prevention Network was presented to a meeting of the Environment Subcommittee of the County and City Managers' Association in June 2008. The Network has also been proposed as part of the Prevention Plan 2009-2012, a document that is currently out for consultation with the National Waste Prevention Committee and sets out the EPA's intentions for the National Waste Prevention Programme for the next four years.

### 3. The principles of prevention – revised waste framework directive

Since commencement of the National Waste Prevention Programme, the general understanding of what prevention has broadened beyond just 'solid waste'. The concept of 'wastage' was introduced at an early stage – meaning, broadly, wasteful industrial production and consumption of goods and services, including transport and tourism. Consumption is increasing and to tackle the root cause and environmental impact of this trend, it is necessary to consider production practices, the use of resources, sustainable consumption and waste generation together. The following definition of waste prevention is based on one originally proposed in a research report prepared in 2003:

“Prevention is the elimination or reduction at source of material, water and energy consumption, waste arisings (solid, liquid, gaseous and heat) and harmful substances.”

Thus any action that, for example, reduces the use of material resources, increases the efficiency of production processes, decreases water and energy consumption, or causes a reduction in the gross generation of waste (disposal plus recycling) can be classified as waste prevention. Such actions and activities would be considered to be within the scope of the National Waste Prevention Programme<sup>1</sup> in terms of eligibility for support, advice, funding and targeting of initiatives.

The revised Waste Framework Directive, on which political agreement has been reached, proposes a new definition of prevention:

"Prevention" means measures taken before a substance, material or product has become waste, that reduce:

- a) the quantity of waste, including through the re-use of products or the extension of life span of products;
- b) the adverse impacts of the generated waste on the environment and human health; or
- c) the content of harmful substances in materials and products;

These definitions will be adopted to frame the National Waste Prevention Programme and the Local Authority Prevention Network. The waste hierarchy diagram in Figure 1, proposed in this format in 2003, provides a useful illustration of what is, and what isn't, waste prevention. Figure 2 elaborates on this by showing that intervention must be made *before* waste is generated, not after.

---

<sup>1</sup> Sustainable Energy Ireland (SEI) have primary responsibility for promoting energy conservation and the sustainable use of energy and fuel resources. While the NWPP will not ignore energy questions when dealing with businesses and other organisations, large energy users and those whose primary issue is energy and fuel consumption will generally be referred to SEI for expert guidance. This principle will be carried forward to the Local Authority Prevention Network.

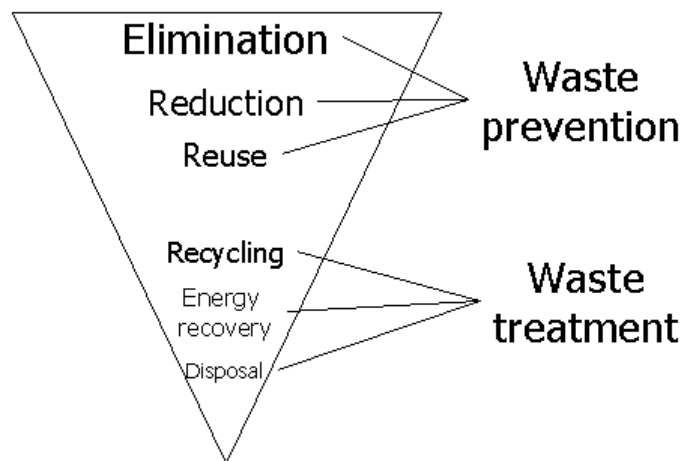


Figure 1 The waste hierarchy, highlighting the priority of prevention over waste generation and treatment

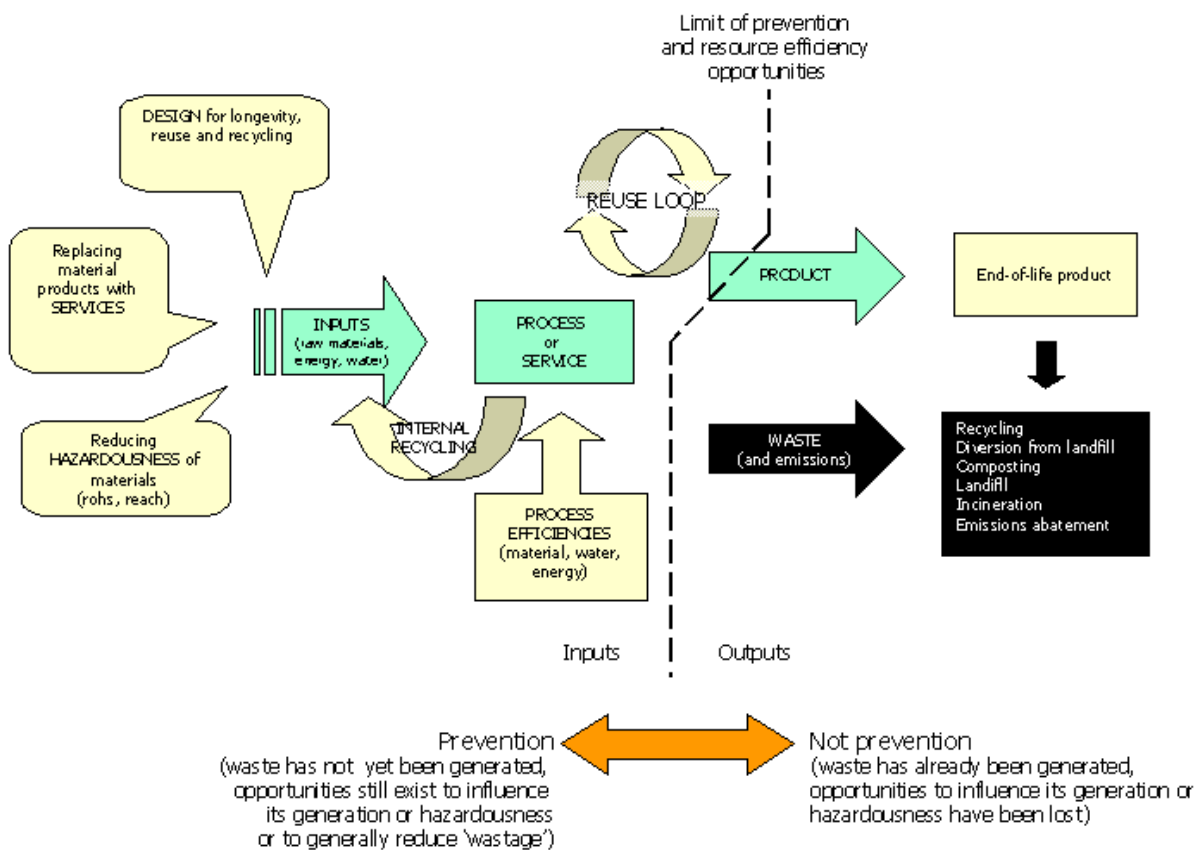


Figure 2 Illustration of the place of waste prevention in the overall flow of materials through a process

#### **4. Local Authority Prevention Network – operation, principles and budget**

The operation of the Local Authority Prevention Network is elaborated upon below. However, by way of introduction, it is sufficient to state that the principles of the Network will be based on openness, fairness and the sharing of knowledge and information between all participants and partners to the Network. All participants in the Network will be expected to contribute to plenary meetings, working groups, and to the support and training of new members. The Network is diagrammatically illustrated in Figure 3.

The Network will be operated by the EPA, or its agents, on behalf of local authorities. It is envisaged that a Network Steering Group will meet periodically and decide on the strategic direction and priorities for the Network as a whole. It is expected that local authorities will provide senior personnel to chair and work with the Network Steering Group.

A Network Co-ordinators' Group will be established for the day-to-day steering of the Network. It is expected that working groups will be established to deal with questions that may arise, or to handle ongoing issues such as training needs. The EPA will seek to provide, by competitive tender, financial and technical advisors to the Network. The EPA will seek to develop a service indicator for waste prevention by which local authorities waste prevention promotional activities can be measured.

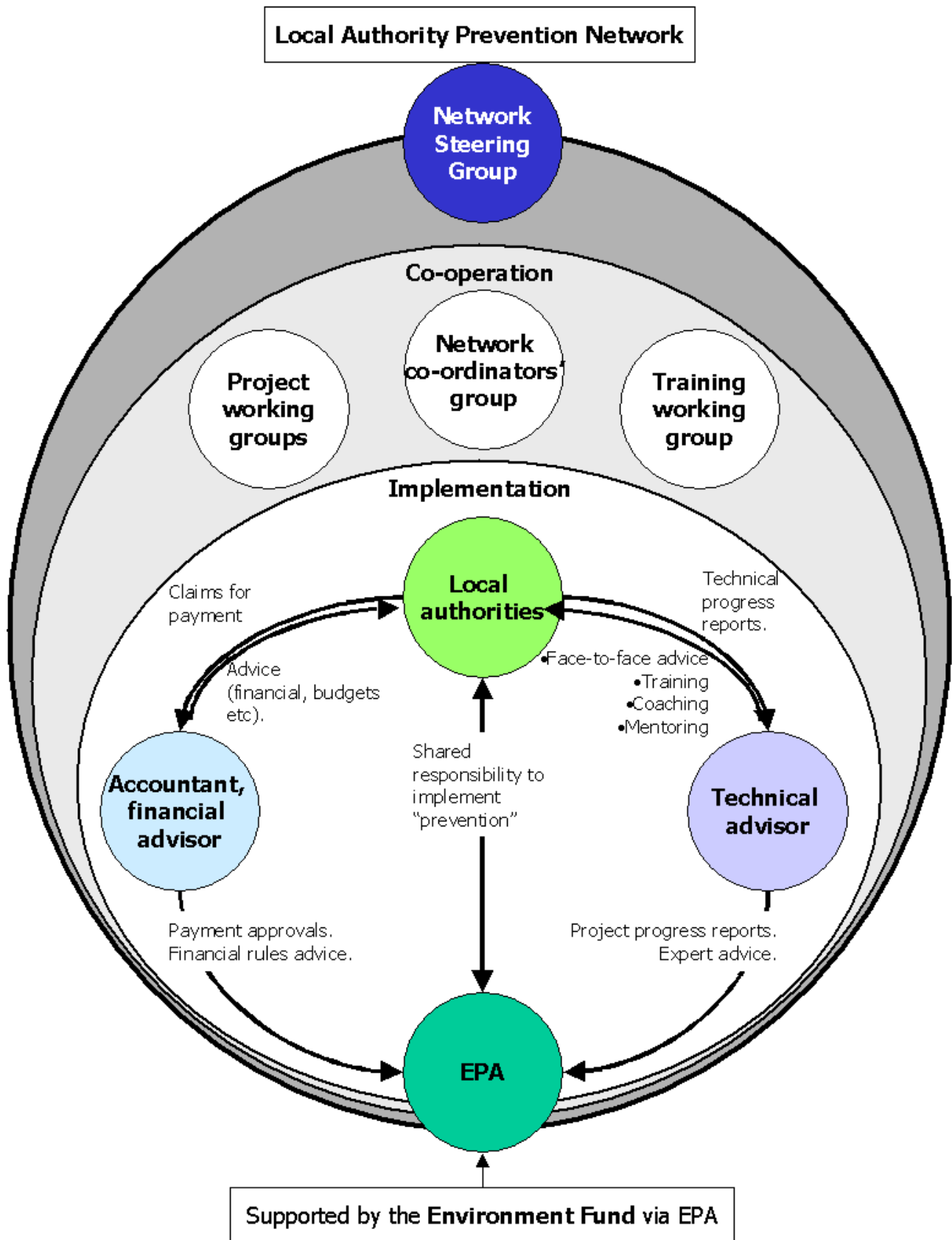
Given that considerable grant-aid will be available to participants, there is the need for detailed financial rules (attached to this document). However, this will not take from the general principles of openness and fairness.

No budget allocation has been made for the Network for 2009. Should funding fail to materialise, then aspects of the Network's model and/or operation may need to be re-evaluated.

#### **5. Timetable**

Applications under this call will be welcome by 16 January 2009. In the interim, local authorities will be informed of the funding that will be available to the Local Authority Prevention Network in 2009 and whether any aspects of this call document will be consequently amended.

**Local Authority Prevention Network – Partners and relationships**



**Figure 3 Local Authority Prevention Network**

Part 2. Application by local authorities for funding for prevention programmes

## **6. Who can apply**

The competition is open to all local authorities, partnerships of local authorities and regional groupings of local authorities. Funding under this call is not available to any organisation other than a local authority.

## **7. How to maximise your authority's chances of success (and funding)**

This is a competition for a specific quantity of money, therefore it will be important that clear division can be made when scoring the relative merit of proposals. All proposals will be subject to scoring according to the stated criteria (section 12) and the following preferences (see below, items 1 to 6). The following preferences will, all else being equal, substantially influence a local authority's chance of receiving funding through the Local Authority Prevention Network.

1. To maximise the impact of the Network in terms of geographical and population coverage, applications featuring more than one local authority will score higher.

(The full and demonstrated commitment of director of services or manager in *each* participating authority must be provided by way of signed declaration – included in the application pack).

Additional marks available: 20

2. Applications that feature a comprehensive resource efficiency or prevention *programme* (as opposed to a discrete initiative or initiatives) will score higher.

(Phase 2 of the LAPD Programme was comprised of a series of single initiatives that generally, with some exceptions, were implemented by existing environmental awareness officers in addition to their pre-existing duties. Though the Phase 2 projects had notable successes, this model is generally considered to be less effective compared with full time prevention teams fully occupied on a suite of projects under a resource efficiency or prevention programme (as in Phase 1 of the LAPD Programme) to which a local authority or authorities is fully committed to supporting).

Additional marks available: 20

3. Applications that feature two or more full-time prevention officers operating as a team will score higher.

(It is evident that greater productivity and results are obtained from teams than sole operators. Therefore, preference will be given to proposals that feature teams of two or more. It is considered that a team of two or more trained, experienced and motivated prevention officers operating across two or more local authority areas, supported by local environmental awareness officers, can be a formidable force for change).

Additional marks available: 40

4. Applications that propose to locate a team of two or more in one location will score higher. It is recommended that all team members should be located and work from the same office location.

(Thus for example if County Councils A and B wish to apply together, it is preferred if each provides one (or more) prevention officer and the team of prevention officers is located in the one office to ensure they operate effectively as a team. A clear management structure should be put in place to ensure that the team will operate on behalf of all participating authorities, and without bias to the authority where their office happens to be located<sup>2</sup>. For example, it may be appropriate for the team to report directly to a committee of directors of service, meeting say monthly, with a local director delegated responsibility for day to day management and administration).

Additional marks available: 30

5. Applications that propose to work with local businesses and organisations<sup>3</sup>, as opposed to householders and communities, will score higher.

(There are two reasons for this preference. First, the existing Green Home Programme, operated by An Taisce and supported by the National Waste Prevention Programme, is already providing a focus on household waste prevention. Second, the average business will require less intervention and potentially achieve greater waste prevention than the average household. This has been demonstrated during the LAPD Programme. Thus, a focused team of Green Business (Waste Prevention) Officers will be preferred<sup>4</sup>).

Additional marks available: 30

6. Applications that have in-house elements to their programme that promote resource efficiency and waste prevention in a local authority's own activities will score higher.

(Several LAPD phase 1 and 2 projects had elements that were designed to implement good practice internally in the participating local authority, and good results and management buy-in were achieved. It has been shown that in-house savings can galvanise senior management support in local authorities as well as other organisations. Participating LAPN authorities would be expected to set a good example in their own offices, depots, laboratories and outdoor operations to ensure the credibility of their prevention officers when dealing with outside bodies, particularly businesses).

---

<sup>2</sup> If team members are sourced from the participating authorities, and not just from the lead authority, then participating authorities will be more assured of ownership of the programme.

<sup>3</sup> Whether private or public sector, such as healthcare facilities, public offices and educational establishments (not including schools, which are covered by Green Schools).

<sup>4</sup> The full resources and all available tools from the Green Business Initiative, including greenbusiness.ie and Green Hospitality Award are available to green business officers. A GBO forum has met twice and will continue to meet as needs dictate.

Note: Funding for an in-house programme will be limited to 15% of the person-days allocated to the prevention programme as a whole.

Additional marks available: 50

## 8. Some general rules for applicants and programmes

Section 7 above sets out the issues that will attract considerable additional scoring. This section speaks more generally about what a prevention programme should contain and how it should be organised. Appendix A elaborates on many of the issues mentioned in this section. The appendix should be read in full and understood by all applicants.

The LAPD Programme has demonstrated that, in the main, a multi-year long-term programme of work for a prevention team is preferable to a single initiative project carried out by 'part-time' staff (meaning staff who also have other, non-prevention-project, work). Even the 2½-year duration of phase 1 of the LAPD Programme was reportedly too short for some projects – many of which were just gaining real momentum with stakeholders as the Programme came to a close.

Local authorities should apply for funding to support prevention *programmes*. A programme would be expected to comprise a suite of projects or initiatives that are designed collectively to occupy the time and resources of a full-time prevention team. An application should not be a detailed work programme for the proposed work. Instead, it will suffice to outline the approach that will be adopted in the various parts of the proposed programme and provide an outline budget proposal. Sufficient detail should be provided so that the evaluators can get a good impression of what's proposed. Insufficient detail could result in applicants being asked follow-up questions, thus delaying approval, or in applications being rejected.

A lead authority should be identified where more than one local authority is party to an application. All formal communications at application stage, grant award agreement stage and implementation stage will pass between the EPA and the lead authority. All grant payments will be made via the lead authority. Communications within a grouping will be the responsibility of participating authorities. The distribution and disbursement of grant aid between participating authorities will be the responsibility of the authorities.

Third-party participants will generally not be eligible for grant aid under the LAPN. Private sector businesses or other organisations would be expected to make cost savings from any collaboration with local authorities in the area of waste prevention, so payments would not generally be justified. Third level educational establishments, non-governmental organisations and other not-for-profit organisations may be eligible for funding where this will directly add value to the programme and local authorities may make such a case<sup>5</sup>. Such arrangements shall not account for more than 15% of the cost of any one initiative within an LAPN programme.

---

<sup>5</sup> It will be difficult to justify such a case where a participating third party will make cost savings through a *targeted* resource efficiency or waste prevention initiative on the part of the local authority. *Targeted* participants will not generally be funded to make savings. Funding of third party participants is more likely to be approved for *partners* that will deliver something to a programme that would not otherwise be available, e.g. research, added value knowledge, bought-in expertise etc.

The LAPD Programme was supported externally by two organisations. The Clean Technology Centre provided technical support to both the EPA and local authorities. Participating local authorities were entitled to, and used, considerable resources provided by the CTC. It is likely that similar technical support will be available through the Local Authority Prevention Network. The EPA will seek to go to tender for proposals to support the work of the LAPN.

As an additional support, experienced prevention officers or authorities are likely to be asked to work with new prevention officers or authorities as part of a mentoring or “buddy” system.

LHM Casey McGrath provided financial support and advice to the EPA and local authorities. This advice ensured that all parties were aware of the rules of grant aid and the support ensured that all claims were processed and paid in a reasonable time. Depending on the scale of funding available generally to the LAPN, the EPA will go to tender for proposals to provide financial advice and support to the LAPN.

A local authority prevention course was developed under the LAPD Programme. All prevention officers supported through the LAPN will be expected to take the prevention course at the earliest opportunity.

Subject to adequate funding being made available for the Local Authority Prevention Network, the amount of grant aid available will be a maximum of €150,000 per annum per programme where two or more prevention officers are operating as part of a team. Where one prevention officer is implementing a programme, then a maximum of €90,000 per annum per programme will be available. The number of programmes approved for funding will depend on the scale of applications and the availability of funding to the Network. In the interest of maximising the number of participating authorities, balanced against the need for there to be effective programmes of work in place for teams of prevention officers, the amounts of money quoted in this paragraph may be reduced at the EPA's discretion if inadequate funds are made available for grant-aid through the Network.

## **9. Applications – proposal and budget**

The LAPN application form and budget sheet should be used. These documents will be available to download from [www.lapd.ie](http://www.lapd.ie) from 10 November 2008. The signed application and budget sheet should be sent by post to the address below (see page 14) to arrive no later than 16 January 2009. Applications need not and should not be long documents, but should address all of the items listed in section 12 to ensure that scores are maximised.

## **10. Receipt of applications**

The EPA will apply the following checklist to all applications received. Applications that are not complete will be returned to the applicant for amendment and resubmission. Once the application is deemed complete, it will be acknowledged and will go forward for evaluation.

Checklist item	Satisfactory (y/n)	Reason(s) if not satisfactory (for communication to applicant)
1. Have all sections of the application been completed?		
2. Has a budget been prepared? And does it make sense and add up?		
3. If more than one authority is applying, has a lead authority been identified?		
4. Is there a commitment signature from a director of services or county manager for <i>all</i> participating local authorities?		
5. Is there an in-house programme included? (Not mandatory <i>per se</i> , but exclusion will be queried).		
6. Have all of the scoring criteria in section 12 been addressed adequately?		

## 11. Evaluation of applications

Once a complete application has been submitted, it will be evaluated. All applications will be evaluated by an evaluation team whose membership is likely to be comprised of the EPA, the Department of the Environment, Heritage and Local Government and the Clean Technology Centre<sup>6</sup>. The EPA may also, if necessary, appoint overseas independent evaluators<sup>7</sup> to assist in the evaluation of applications.

Evaluation sheets will be completed according to the evaluation criteria set out in section 12 and the preferences expressed in section 7. Copies of completed evaluation sheets will be made available to applicants upon request.

The evaluators will be asked to reach a consensus to recommend one of the following to the EPA:

- accept the application as is and approve funding;

<sup>6</sup> The Clean Technology Centre has provided ongoing and long-term technical support and advice to the EPA and participating local authorities in the LAPD Programme and the LAPN.

<sup>7</sup> Two overseas evaluators from the Netherlands and Denmark, experts in their field of sustainability analysis, were used to evaluate applications in both phases of the LAPD Programme.

- accept the application subject to amendment of either the technical, administrative, organisational or financial proposal according to recommendations that the evaluators may make; or
- where applications are deficient and cannot easily be salvaged, refuse the application.

Applications may be deficient by, for example: not conforming to the principles of resource efficiency and waste prevention, as set out in section 3 above; proposing unsatisfactory implementation or management arrangements; or being excessively expensive or apparently poor value for money. Where applicants are invited to amend their proposals, the EPA may choose to accept amended proposals where the conditions set down by the evaluators have been met.

The EPA will be the ultimate arbiter in the case of all applications, particularly where the evaluators fail to reach consensus on applications. The EPA will take responsibility for all decisions made.

Applicants may appeal the EPA's decisions in relation to applications. Such appeals will be dealt with in the first instance by the Programme Manager responsible for the National Waste Prevention Programme.

## **12. Criteria for evaluation of applications**

The following are the criteria against which applications will be scored. The criteria have been broken out into considerable detail to allow applicants to prepare the best possible applications and to ensure all relevant information has been included that will maximise scores.

1. The overall content and comprehensiveness of the initiative including:
  - a. clarity of reasons for the project (the "why do it?") (10 marks);
  - b. clarity of project description, intent, end-points and deliverables (10 marks);
  - c. clarity of targets and timescales (10 marks);
  - d. clarity of key performance indicators and consideration of measurability of results (10 marks).
2. Adherence to the principles of resource efficiency and waste prevention, as set out in the call document, including an assessment of how these principles were evidently and obviously taken into account in the project or programme design (30 marks).
3. Proposals for managing the programme, including consideration of:
  - a. the clarity of reporting lines (10 marks);
  - b. the seniority of responsible managers (10 marks);
  - c. the experience of the prevention officer(s) implementing the project(s) (20 marks);
  - d. whether one or more of the proposed prevention officers have completed the HETAC accredited training course developed under the LAPD Programme (10 marks).
4. The impact of the initiative on target businesses and organisations, including:

- a. is it evident that there is an accessible target audience? (5 marks);
  - b. means of making contact and communicating with the target audience (5 marks); and
  - c. how the impact of the initiative(s) on target audiences will be measured (10 marks).
5. Value for money – measured by reference to:
- a. the usefulness of the outputs (5 marks);
  - b. the level of input on the part of the local authority(ies) (5 marks);
  - c. the building of capacity within the local authority(ies) (5 marks); and
  - d. the local authority's or authorities' ability to continue with this work if grant aid were discontinued for whatever reason (5 marks).
6. Inclusion of preferences listed in section 7 (up to 190 additional marks available), including:
- a. More than one local authority: 20
  - b. A resource efficiency or prevention *programme*: 20
  - c. Two or more full-time prevention officers operating as a team: 40
  - d. Co-locating a team of two or more in one location: 30
  - e. Proposals to work with local businesses and organisations: 30
  - f. In-house elements: 50

Maximum available score: 350

### **13. Implementation of projects**

Following approval of applications, with amendments where appropriate, the EPA will offer a grant to a (lead) local authority. Upon acceptance of the terms of the grant, the EPA and the participating local authorities (through a lead authority) shall sign a grant award agreement that will be binding and will refer to any and all conditions attached to the agreement.

Successful applicants will be expected to commence work on their projects within three calendar months of the date of a grant award agreement. Commencement will be signified by the appointment or commencement of 50% of the prevention team (or at least one person) proposed to be established for the project's implementation. The prevention team shall be fully (100%) in place within six calendar months of the date of grant award agreement. Failure to meet these conditions may result in funding being reduced or discontinued and available monies being allocated elsewhere.

Payment of 35% of an annualised grant amount shall be payable by the EPA to a (lead) local authority once work on the project commences, as indicated according to the criterion in the paragraph above. The calculation of this amount shall be subject to agreement prior to grant award agreement being signed.



## Appendix A: Guide to Applicants and Eligibility Rules For Funding

### 1. COSTS ELIGIBLE FOR GRANT SUPPORT

Costs eligible for support from the Local Authority Prevention Network shall be only those specified in the budget, as agreed with the EPA, and shall comply with the principles set out in this document and any further circulars (if any) issued from the EPA from time to time. Reporting will be on the basis of the full costs of the initiative(s), so eligible costs will be the full cost as amended (if applicable) by the constraints set out below. A grant aid percentage would then be applied to the eligible costs based on category of cost. ***The level of grant aid available to participants in the LAPN is outlined in detail at Section 2 below.***

These details will need to be verified by the participant. In all cases the participant in the first instance must incur expenditure before it can be deemed eligible for inclusion in a claim for reimbursement. This in essence means that the participant must pay for the particular item of expenditure before including such an item as eligible expenditure. Reimbursement is therefore made on the basis of cumulative actual expenditure incurred and paid.

Expenditure must be incurred and paid within the dates as laid down in the grant award agreement. Expenditure incurred and paid prior to the award of funding and subsequent to the stated termination date will not be deemed to be eligible expenditure<sup>8</sup>.

Eligible expenditure items may include both direct and indirect costs set out hereunder:

#### 1.1 Direct Costs

Direct costs eligible for grant support are those costs that can be uniquely and unambiguously identified with a particular prevention initiative which is being conducted in Ireland, unless the EPA agrees in writing that it may be conducted outside Ireland. All eligible costs shall:

- Relate to expenditure on LAPN initiative;
- Be wholly necessary for the initiative;
- Be incurred during the duration of the initiative as specified in the grant award agreement;
- Be recorded in the participants' accounts and be separately identifiable and traceable;
- Exclude any profit margin;
- Be based on historical costs and the normal internal professional accounting procedures of the participants (subject to being acceptable to the EPA).

In principle this means that the costs must be real and not estimated, budgeted or imputed. Where actual costs are not available at the time of the preparation of a claim for reimbursement then such costs may be reported in the subsequent period. For the final reporting period, only actual costs can be declared.

All costs incurred by participants must be economic. These costs must also reflect the contractor's economic environment. Therefore it is essential that all costs incurred are in line with the usual administrative and management practices of the participant and are not excessive or extravagant (see also definition of non-eligible costs).

All reported costs of each participant must be determined **in accordance with the usual accounting principles of the participant**. The participant must, in accordance with the provisions of the grant award, apply its usual definition of types of eligible costs.

Direct costs are essentially eligible costs that can be identified by the participant in accordance with its accounting system and can be attributed directly to the initiative.

---

<sup>8</sup> Unless prior written agreement with the EPA

## 1.2 Direct Cost Categories

The following are the only direct cost categories to be used in the budget proposal and all other financial reporting requirements of the LAPN. These categories have been identified as the only direct cost categories eligible for funding under the LAPN and may not be modified by any participant in any way. Costs submitted under each category must be in keeping with the definition and spirit of that particular category. Any costs found not to comply with these principles will be disallowed.

Direct costs may be submitted under any of the following categories:

- Staff costs.
- Staff training relevant to LAPN.
- Consumables.
- Travel.
- External assistance and consultancy.
- Promotion and publicity.
- Plant and equipment (capital) costs<sup>9</sup>.
- Other costs.

### 1.2.1 Staff Costs

Staff costs can be charged for all employees working directly on the initiative. The person-day costs are limited to the actual salary cost including employer's PRSI and statutory pension contributions made on behalf of the employee into a defined pension scheme. This rate must be specified in the budget. Where applicants are uncertain at the time of submitting an application as to the exact identity of personnel involved in the initiative then rates may be used for categories of staff, where staff are paid on specified salary grades or scales (e.g. executive scientist etc.). This rate must be verifiable and where an application is successful must be adjusted to the actual rate of pay for each individual at the time of submitting a claim for reimbursement of expenditure.

Costs for remuneration of salary should be taken from the payroll records of the participant and should reflect the total gross remuneration plus the employer's portion of social charges (e.g. pension contributions, health insurance and social security payments). 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.

Participants will only be reimbursed up to the extent of the time expended on the particular prevention initiative. Therefore working time devoted to the initiative must be recorded throughout the duration of the initiative by any reasonable but reliable means. To ensure that this requirement is met all employees involved with the initiative must submit a timesheet which records the time devoted to the initiative. The employee must sign each timesheet submitted on their behalf. In addition to this each Initiative Co-ordinator must in turn certify all timesheets submitted in relation to the initiative. In calculating their productive hours participants must apply their normal practices taking into account national holidays, absenteeism etc.

Where an estimate of eligible costs is made for the purposes of budget preparation, it is the responsibility of the participant to ensure that the costs submitted at financial reporting stage are actual eligible costs.

In general, direct administration time **specific** to the LAPN project in question is deemed to be an indirect cost. However by exception an agreed maximum amount of 1 day administration per

---

<sup>9</sup> Grant aid under the LAPN is aimed primarily at assisting local authorities in developing their capabilities in the promotion and achievement of prevention. The funding programme is not a capital intensive one and therefore a contribution to equipment costs may be eligible but only where there is a clear and quantifiable benefit arising from the use of the new equipment. (Ref: Section 1.2.7)

financial reporting period has been agreed as being eligible under this cost category. In general such time would be incurred in relation to the completion of six monthly financial reports or other durations depending on the timescale of the particular initiative.

### **1.2.2 Staff Training**

Participants must detail the nature of the training to be undertaken, both internal and external, and the benefits to be gained from this. Training costs must be separated into trainee, trainer and any consumable costs.

Participants may engage external trainers to provide training to one or more prevention officers within the participating organisation. In such instances the costs of the trainer are eligible costs under this cost category, once it can be demonstrated that such training will provide tangible benefits to the initiative. In addition to this the time of the relevant staff members participating in the training activities is deemed eligible and should be included under the cost category for staff costs. Where participants provide staff training to other prevention officers, each staff member must be able to demonstrate that they participated in the relevant training activity.

Participation fees for the local authority prevention course will not be paid directly as grant-aid through the LAPN, although participants may claim their time spent on the course. Any financial support to local authorities for the prevention course will be provided as a general discount available to all local authorities.

### **1.2.3 Consumables**

Any consumable necessary for the implementation of the initiative may be considered as eligible costs. 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;
- Are not treated as capital expenditure in accordance with the accounting conventions and policies of the participant;
- Have a short life expectancy, certainly not greater than the duration of the initiative.

Consumable or material costs must be separately identifiable and necessary for the initiative. Where it is the usual practice of the participant to consider consumable costs as indirect costs, those costs cannot be charged as direct costs for this initiative.

### **1.2.4 Travel**

Actual travel and related subsistence costs relating to the initiative may be considered as direct eligible costs, provided that such costs comply with participants' normal practises in this regard. Where such costs are incurred they must be reasonable, separately identifiable and limited to the actual cost and should be a specific requirement for the implementation of the funded initiative.

Where employees incur travel costs involved in the initiative and the participant on the basis of a lump sum or per diem basis reimburses such costs then it is the lump sum or per diem payment that is considered to be the eligible cost. All lump sum or per diem payments in this regard must be in keeping with the normal practises of the participant.

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. In all cases such rates must not exceed the current civil service or other Revenue approved rates and must be in keeping with the participants' normal practises.

Where participants envisage that travel outside of Ireland is necessary they must apply in writing to the EPA for approval to undertake such travel. The approval of such travel will be contingent upon

adequate budget being available, based on the applicant's original submission, and appropriate justification being provided by the relevant participant. Failure to do so will result in all costs relating to travel outside of the country being disallowed.

### **1.2.5 External Assistance and Consultancy**

In general participants should endeavour to ensure that they have the necessary skills within the initiative team to carry out the work to be performed as part of the proposed initiative. However the EPA recognises that in all cases this may not be possible particularly where the resources required are specialist in nature and in this situation it may be necessary to obtain external assistance in the form of sub-contract or consultancy arrangements for certain aspects of a initiative.

A sub-contract or consultancy arrangement is an agreement to provide services relating to tasks required for the initiative, and which cannot be carried out by the participant itself, concluded between a participant and one or more participants for the specific needs of the initiative.

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.

All such sub-contracts or consultancy arrangements, the costs of which are to be claimed as an eligible cost, must be awarded to the bid offering the best value for money (when comparing best price to quality ratio), under conditions of transparency and equality.

Any sub-contract or consultancy arrangement must be offered to the best bid in compliance with the national legislation of the participant. Local authorities must apply their internal rules for selection of such service providers unless it has an established framework contract for the provision of the relevant services. A private legal entity must at least require the submission of several quotes and must specify the evaluation and selection criteria used to establish the successful quote.

Sub-contract and consultancy arrangements may relate only to a limited part of the initiative and should only be carried out by third parties. Where the services of a sub-contractor or consultant are required, as part of an application for funding, these should not constitute more than 15% of the total budgeted expenditure.

Sub-contract arrangements between participants are not permitted. Core elements of any initiative funded under the LAPN may not be sub-contracted.

In all cases sub-contract or consultancy arrangements must be external to the participant and not a continuous or periodic activity relating to the participant's usual operating costs. In addition there should be a transfer of knowledge into the participant organisation.

Consultancy or sub-contract arrangements should be clearly identifiable and fees should be stated in days at the appropriate daily rate.

The use of consultancy or sub-contract arrangements other than those that may be provided centrally by the EPA for the benefit of LAPN participants must be justified and approval received from the EPA prior to going to tender.

### **1.2.6 Promotion and Publicity**

Promotion and publicity of the initiative is an important aspect of waste prevention. Each participant must acknowledge the funding provided by the EPA in all forms of promotion of the initiative or publicity received in relation to the initiative. Required images and logos will be made available to successful participants for inclusion in all hard copy and electronic published material. Participants should include a budget for the production and publication of a 3-4 page case study report at the end of each prevention initiative to assist in the dissemination of the initiative results. In addition to this it is intended that successful participants will be required to attend a one-day annual conference, which will promote and disseminate the findings of the various initiatives

funded under the programme. Participants will also be required to attend training and evaluation days and should allow at least three days per annum as part of their staff costs for participation in such events.

### **1.2.7 Plant and Equipment Costs**

New plant and equipment purchased exclusively for the purpose of the initiative is considered to be an eligible cost, provided it is essential for the effective implementation of the LAPN initiative. The cost of plant and equipment should be included at the full VAT inclusive cost (where applicable), with the rate and amount of VAT clearly indicated. Grant aid is available for this category of cost up to a maximum of 25%. For all capital equipment purchases the principles in relation to public procurement must be followed with at least three quotes sought and retained on file and an appropriate evaluation of each one. It is not necessary that the lowest quote is accepted, however a valid reason must be provided for the acceptance of a quote other than the lowest, e.g. technical ability, past experience, sole supplier, etc. The cost of hiring plant or equipment should not exceed the purchase cost of that equipment. Second-hand equipment is not eligible for grant aid except where this might be otherwise agreed. Equipment must be acquired upon a commercial basis with the supplier and always to the best advantage of the programme.

**The Local Authority Prevention Network is not intended to be a source of capital funding and participants should endeavour to ensure that the principal items of equipment required for the effective implementation of the initiative are available.**

### **1.2.8 Other Costs**

Other costs are amounts that are wholly exclusively and necessarily incurred for the purpose of the effective completion of the initiative but cannot be categorised into any of the specific categories identified above.

### **1.3 Indirect Costs (General Overheads)**

Indirect costs cannot be directly attributed to the initiative but can be identified and justified by the accounting system as being incurred in direct relationship with the eligible direct costs. The following items may typically be considered as indirect eligible costs: general administration and management, cost of office or laboratory space, communication expenses, common office equipment including PCs, and recurring consumables.

Indirect costs eligible for grant support shall be incurred in accordance with the terms of the grant award agreement and shall comprise a contribution to general overheads up to a maximum sum equivalent to 15% of the direct costs, as defined above but excluding therefrom the cost of all equipment and external assistance or consultancy identified in the application. For the purpose of calculating the general overheads figure eligible costs shall exclude any item which benefits or is entitled to benefit from any sponsorship or other funding of the Irish Government or the EU which was not disclosed in the application and which should have been.

### **1.4 VAT Status of Participants**

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

## **2. DETERMINANTS OF GRANT AID PERCENTAGE**

## Local Authority Funding

Grant aid available to local authorities will be subject to a maximum of 75% of eligible costs with the exception of equipment costs, which are subject to a maximum of 25% funding as per the following schedule:

	Local Authority	
	SE	BMW
<b>INITIATIVE COSTS</b>		
Staff Costs	75%	75%
Staff Training	75%	75%
Consumables	75%	75%
Travel	75%	75%
Promotion and Publicity	75%	75%
External Assistance and Consultancy	75%	75%
Other Costs	75%	75%
<b>EQUIPMENT COSTS</b>		
Plant and Equipment	25%	25%

## Participants Other Than Local Authority

The percentage grant aid available to a participant other than a local authority, third level institution<sup>10</sup>, and public organisation will depend on the following factors, which must be verified by the participant organisations prior to receiving grant aid:

### 2.1 Location

The country is divided into two areas for the purposes of grant aid: the Border, Midlands and Western (BMW) region and the Southern and Eastern (SE) region. Companies located in the BMW region qualify for an additional 5% over companies in the SE region (see Note 1 at the end of Appendix C).

Location is defined as the place where the initiative is being undertaken/implemented as opposed to the registered office or head office of the participant company.

### 2.2 Size

<sup>10</sup> Where the participant is a third level institution, a maximum of 75% grant aid will be available.

The size of the participant company also has a bearing on the grant aid percentages, with an additional 10% being made available for Small and Medium Enterprises (SME) as defined in the EU Commission Recommendation 96/280/EU of 3<sup>rd</sup> April 1986 (see Note 2 at the end of Appendix C).

### 2.3 Cost Category

The type or category of cost will also have a bearing on the grant aid percentage available. Initiative costs including staff, training, consumables, travel, external assistance and consultancy and promotion and publicity costs qualify for higher grant aid than capital or equipment costs.

The table below shows cost categories and percentage grant aid:

	NON-SME		SME	
	SE	BMW	SE	BMW
<b>INITIATIVE COSTS</b>				
Staff Costs	45%	50%	70%	75%
Staff Training	45%	50%	70%	75%
Consumables	45%	50%	70%	75%
Travel	45%	50%	70%	75%
Promotion and publicity	45%	50%	70%	75%
External Assistance and Consultancy	45%	50%	70%	75%
Other Costs	45%	50%	70%	75%
<b>EQUIPMENT COSTS</b>				
Plant and Equipment	25%	25%	25%	25%

### 3. GRANT AID AMOUNTS

Subject to adequate funding being made available for the Local Authority Prevention Network, the amount of grant aid available will be a maximum of €150,000 per annum per programme where two or more prevention officers are operating as part of a team. Where one prevention officer is implementing a programme, then a maximum of €90,000 per annum per programme will be available. The number of programmes approved for funding will depend on the scale of applications and the availability of funding to the Network. In the interest of maximising the number of participating authorities, balanced against the need for there to be effective programmes of work in place for teams of prevention officers, the amounts of money quoted in this paragraph may be reduced at the EPA's discretion if inadequate funds are made available to the Network.

The grant aid received from the EPA in relation to the programme initiative must represent the sole source of funding for the initiative. The local authority and other participants must ensure that no other source of funding or double funding is a feature of the LAPN.

The EU De Minimis Rule regarding the amount of state aid that can be given to a company within a rolling three-year period may be applicable in terms of funding provided to applicants other than

local authorities. Where it is deemed that the provisions of De Minimis apply this may have a bearing on the actual amount of grant aid available to applicants. The current limit on the amount of state aid that may be paid to a company or other relevant entity is €100,000 within any three-year rolling period. Participants must provide details of any other forms of state aid that they are currently in receipt of.

## 4. REPORTING REQUIREMENTS

### 4.1 Technical Progress Report

Each local authority and other participants are obliged to submit a technical progress report which must be completed in an electronic format (as may be laid down by the EPA) and both an electronic version and a signed paper copy should be returned to the EPA or their appointed agents no later than one month after 30 June and 31 December each year following commencement of the initiative or at other specific periods depending on the duration of the initiative. The Initiative Co-ordinator must sign the technical progress report on behalf of the local authority.

A case study on each initiative undertaken as part of the programme, including a measure (quantitative and qualitative) of the effects, shall be prepared upon completion of each initiative.

### 4.2 Financial Reporting

Each local authority and other participants are obliged to submit an Interim Cost Statement which must be completed in an electronic format (as laid down by the EPA) and both an electronic version and a signed paper copy should be returned to the EPA or their appointed agents no later than one month after 30 June and 31 December each year following commencement of the initiative or at other specific periods depending on the duration of the initiative. The local authority or participant's Financial Controller or equivalent must sign the Interim Statement. Backup documentation for each figure on the statement must be retained for inspection on the local authority or participant's premises.

The EPA or their appointed agents will assess the Interim Cost Statement for eligible costs to ensure they are free from material errors and may request additional information or copies of backup documentation.

The Interim Cost Statement may trigger a verification site visit to ensure the initiative is progressing according to the proposed work outline and as reported.

### 4.3 Final Report

A final report (technical and financial) will be required to be submitted by the local authority at the end of each initiative or programme, as may be agreed prior to grant award agreement.

### 4.4 Budget Reallocation

It is recognised that the costs submitted as part of an application for funding are on the whole accurate but might include estimates of uncertain costs. To facilitate such situations **reallocations of surplus budget across cost categories up to a maximum of 20% of the total budgeted expenditure are permissible**. Where such a situation arises participants will be required to complete a budget reallocation form to the EPA with an appropriate justification for same.

## 7. PAYMENT SCHEDULE

In the first instance the EPA will provide all funding to the lead local authority. It is the responsibility of the local authority to distribute such funding in the appropriate proportions to each sub-participant.

The payment schedule will be as follows:

<b>Description</b>	<b>% Amount of grant aid</b>
Initial payment	35% of an annualised grant amount, to be agreed
Stage payments on submission and approval of interim cost statements	Cumulatively, including the initial payment, up to 80% of the total grant award agreement
Retention sum payable on submission of a final cost statement and all agreed technical and other reports	Retention sum of not less than 20%

## 6. TAX CLEARANCE CERTIFICATES

All applicants other than local authorities will be required to provide a valid in date tax clearance certificate at the time of application for funding in accordance with Department of Finance regulations.

**Note 1 - Bonus for companies located in assisted regions:**

Article 87 of the Treaty of Amsterdam in force from 1 May 1999

Save as otherwise provided in this Treaty, any aid granted by a Member State or through State resources in any form whatsoever which distorts or threatens to distort competition by favouring certain undertakings or the production of certain goods shall, insofar as it affects trade between Member States, be incompatible with the common market. ....

The following may be considered to be compatible with the common market:

- (a) aid to promote the economic development of areas where the standard of living is abnormally low or where there is serious under employment;
- (b) aid to promote the execution of an important initiative of common European interest or to remedy a serious disturbance in the economy of a Member State;
- (c) aid to facilitate the development of certain economic activities or of certain economic areas, where such aid does not adversely affect trading conditions to an extent contrary to the common interest;
- (d) aid to promote culture and heritage conservation where such aid does not affect trading conditions and competition in the Community to an extent that is contrary to the common interest;
- (e) such other categories of aid as may be specified by decision of the Council acting by a qualified majority on a proposal from the Commission.

In Ireland, the Border Midland and Western (BMW) region is deemed to correspond to (a) above and Southern and Eastern (SE) region corresponds to (c). The BMW and SE counties are listed below:

<b>SE = Southern and Eastern</b>		<b>BMW = Border, Midland and Western</b>	
Carlow	Limerick	Cavan	Mayo
Clare	Meath	Donegal	Monaghan
Cork	Tipperary	Galway	Offaly
Dublin	Waterford	Laois	Roscommon
Kerry	Wexford	Leitrim	Sligo
Kildare	Wicklow	Longford	Westmeath
Kilkenny		Louth	

**Note 2 - Definition of Small and Medium-sized Enterprises**

1. Small and medium-sized enterprises, hereinafter referred to as 'SMEs', are defined as enterprises which:

- have fewer than 250 employees, and
- have either,
- an annual turnover not exceeding €50 million, or

- an annual balance-sheet total not exceeding €43 million, and
- conform to the criterion of independence as defined in paragraph 3.

2. Where it is necessary to distinguish between small and medium-sized enterprises, the 'small enterprise' is defined as an enterprise which:

- has fewer than 50 employees and
  - has either,
    - an annual turnover not exceeding €10 million, or
    - an annual balance-sheet total not exceeding €10 million,
- conforms to the criterion of independence as defined in paragraph 3.

3. Independent enterprises are those which are not owned as to 25 % or more of the capital or the voting rights by one enterprise, or jointly by several enterprises, falling outside the definitions of an SME or a small enterprise, whichever may apply. This threshold may be exceeded in the following two cases:

- if the enterprise is held by public investment corporations, venture capital companies or institutional investors, provided no control is exercised either individually or jointly,
- if the capital is spread in such a way that it is not possible to determine by whom it is held and if the enterprise declares that it can legitimately presume that it is not owned as to 25 % or more by one enterprise, or jointly by several enterprises, falling outside the definitions of an SME or a small enterprise, whichever may apply.

4. In calculating the thresholds referred to in paragraphs 1 and 2, it is therefore necessary to cumulate the relevant figures for the beneficiary enterprise and for all the enterprises that it directly or indirectly controls through possession of 25 % or more of the capital or of the voting rights.

5. Where it is necessary to distinguish micro enterprises from other SMEs, these are defined as enterprises having fewer than 10 employees, annual turnover not exceeding €10 million and or annual balance sheet total not exceeding €2 million

6. Where, at the final balance-sheet date, an enterprise exceeds or falls below the employee thresholds or financial ceilings, this is to result in its acquiring or losing the status of 'SME', 'medium-sized enterprise', 'small enterprise' or 'micro enterprise' only if the phenomenon is repeated over two consecutive financial years.

7. The number of persons employed corresponds to the number of annual working units (AWU), that is to say, the number of full-time workers employed during one year with part-time and seasonal workers being fractions of AWU. The reference year to be considered is that of the last approved accounting period.

8. The turnover and balance-sheet total thresholds are those of the last approved 12-month accounting period. In the case of newly established enterprises whose accounts have not yet been approved, the thresholds to apply shall be derived from a reliable estimate made in the course of the financial year.

**(extract from the Commission Recommendation 2003/361/EC)**



*Terms and conditions  
for funding provided under the  
Local Authority Prevention Network*

**Environmental Protection Agency  
PO Box 3000  
Johnstown Castle Estate  
County Wexford  
Ireland**

## 1. DEFINITIONS

<i>Application</i>	<i>Shall comprise the grant application form; all documents attached thereto (within the limits prescribed in the support notes and the Grant Conditions;) and all Budgets concerning the application between the Local authority, the Initiative Co-ordinator and the EPA.</i>
<i>Budget</i>	<i>Shall be the Budget annexed or otherwise identified in the Letter of Offer and any modification thereof agreed in writing by the EPA following annual review or otherwise.</i>
<i>Circulars</i>	<i>Shall be documents issued by the EPA either generally or to any specific Local authority or group of Authorities who have applied for or have received a Grant Award.</i>
<i>Eligible Costs</i>	<i>Shall mean those costs outlined in the call document.</i>
<i>EPA</i>	<i>Shall mean the Environmental Protection Agency, an independent public body established under the Environmental Protection Agency Act 1992. The main instruments from which it derives its mandate are the Environmental Protection Agency Acts 1992 and 2003 and the Waste Management Acts 1996 to 2008.</i>
<i>Grant Conditions</i>	<i>Shall comprise the Application, the Budget, the Letter of Offer and the Terms and Conditions, Warranties and Covenants set out in this document and any binding Variation thereof.</i>
<i>Intellectual Property</i>	<i>Outputs of creative endeavour with a potential for commercialisation and exploitation for profit derived from participation in the Programme.</i>
<i>Letter of Offer</i>	<i>The letter issued by the EPA awarding the Grant to the Local authority and all documents ancillary thereto.</i>
<i>Parties</i>	<i>The EPA, the Local Authority, SME's, Non-SME's, Community Groups, Third Level Institutions or other participants in the programme.</i>
<i>Programme Asset</i>	<i>Shall mean any asset comprising Intellectual Property, real estate or equipment, acquired, generated or established directly or indirectly with the benefit of the Grant Award.</i>
<i>The Local Authority</i>	<i>The Local Authority employed by the EPA nominated as such in the Application and approved in writing by the EPA who will be responsible for the scientific, technical and financial direction of the Prevention Initiative and the submission of reports in relation to same.</i>
<i>Grant Award</i>	<i>Shall mean the lesser of</i> <i>(i) The specific eligible costs actually incurred by the local authority in the establishment, administration, and execution of the Prevention Initiative and all reasonably necessary ancillary activities indicated in the Budget or otherwise agreed in writing between the local authority and the EPA, or</i>

- (ii) *The maximum sum offered by the EPA to the local authority in the Letter of Offer.*

<i>Prevention Initiative</i>	<i>The work proposed in the Application and outlined therein and any modifications thereto agreed in writing by the EPA.</i>
<i>Initiative Co-ordinator</i>	<i>Staff member of the Local authority. The Local Authority should employ this person preferably on a full-time basis, to provide the momentum to drive the programme forward.</i>
<i>Initiative Team</i>	<i>The Local authority, SME's, Non-SME's, Community Groups, Third Level Institutions and the additional staff, if any, working on the Prevention Initiative and whose employment by the Local authority is necessitated by the Prevention Initiative.</i>
<i>Subject Invention</i>	<i>Means any invention conceived or first actually reduced to practise in the performance of the Prevention Initiative.</i>
<i>Subject Writing</i>	<i>Means any writing, sketch, diagram, calculation, record, or document of any kind conceived or produced in the course of the Prevention Initiative in which copyright may vest and includes such items as reports, books, journal articles, software, sound recordings, video tapes, and video discs.</i>
<i>Variation</i>	<i>Any variation to the Grant Conditions in accordance with the terms and conditions.</i>

## **2. WARRANTIES OF THE LOCAL AUTHORITY AND THEIR AUTHORISED REPRESENTATIVE**

The authorised representative of the Local authority hereby warrants that she/he, as an agent of the Local authority, is authorised to enter into an agreement that the Local authority shall be bound fully to each and every covenant, condition, warranty and undertaking set out in the Grant Conditions.

The Local authority warrants that

- every statement, representation or information provided in the Application, any documents furnished therewith, any Report, or any response to a request of the EPA is true, complete and accurate;
- the Budget submitted or agreed with the EPA comprises only Eligible Costs as defined in the Calls for Expressions of Interest and all other EPA publications and Circulars; and
- there is no other information of which the Local authority or its agents are aware that is relevant to the Application or the interests of the EPA concerning the Application or the Grant Award.

## **3. RESPONSIBILITIES OF AND INDEMNITY FROM THE LOCAL AUTHORITY**

The Local authority shall have full responsibility for the initiative, the Grant Award, and for the adherence by Participants, the Initiative Co-ordinator and the Initiative Team with the Grant Conditions. Although the Local authority is encouraged to seek the advice and the opinion of the EPA on special problems that may arise, such advice does not diminish the Local authority's responsibility and shall not imply that the responsibility of the Local authority has shifted to the EPA in any way. In particular but without prejudice to the generality hereof the Local authority shall;

- comply in every respect with the Grant Conditions and help assure that all funds claimed and paid are allowable, necessary and reasonable for the conduct of the LAPN Programme, and

that any proposed action on the part of the Initiative Co-ordinator, the Initiative Team, or the Local authority;

- is consistent with the Grant Conditions;
  - is consistent with the policies of the EPA;
  - represents effective utilisation of the resources of the EPA; and
  - does not constitute a significant programme change, unless otherwise agreed in writing by the EPA;
- ensure that the Initiative Co-ordinator receives a copy of the Grant Conditions, including the Letter of Offer, the Budget, and any subsequent changes or binding Variations thereto;
  - procure that the Initiative Co-ordinator and the Initiative Team shall fully discharge and comply with the obligations on their part to be performed in the Grant Conditions;
  - employ the Initiative Co-ordinator and all members of the Initiative Team from resources allocated in respect of the cost of such employment in the Budget and upon such terms and conditions as may be agreed between the Local authority, the EPA and the individual member of the Research Team in accordance with the practices of the Local authority;
  - secure through each of the employment agreements with the members of the Initiative Team the covenants and assignments which the EPA may require to comply with the requirements of the Grant Conditions set out below;
  - use the entirety of the Grant Award received only in accordance with the Budget in furtherance of the Initiative and in accordance with the Grant Conditions;
  - deliver to the EPA not later than each six-monthly annualised anniversary of the commencement of the Initiative (30.6 and 31.12) a Report on the progress of the Initiative which shall contain
    - a concise summary of the progress of the Initiative in accordance with Circulars (if any) issued in respect of such Reports, and having regard to the objectives set out in the Application and any subsequent Reports;
    - a list of all publications concerning the Initiative, whether published by the Local authority, the Initiative Team or any third party;
    - a list of all Subject Inventions;
    - a list of all disclosures of Subject Inventions, together with full details thereof;
    - a list of patents applied for, and patents awarded;
    - a summary of scientific prizes received;
    - a list of all presentations made at public or invited gatherings, conferences or other fora, concerning the Programme;
    - an expenditure report, in the format specified by the EPA, containing such data, and vouching documentation in accordance with Circulars (if any) issued in that respect, outlining the use made of the funding to date; and
    - an outline of the funding required for the next year in accordance with Circulars (if any) issued in that respect, which should explain any alterations to the Budget;
  - deliver to the EPA at the end of the Initiative, or earlier if requested by the EPA, a Final Report which shall include
    - a concise summary of the achievements relative to the original proposal;
    - a list of all publications concerning the Initiative, whether published by the Local authority, the Initiative Team or any third party;
    - a list of all Subject Inventions;

- a list of all disclosures of Subject Inventions, together with full details thereof;
- a list of patents applied for, and patents awarded;
- a summary of scientific or technical prizes received;
- a summary of initiative deliverables achieved
- a list of all presentations made at public or invited gatherings, conferences or other fora, concerning the Initiative; and
- a list of students who have received advanced degrees along with thesis titles.
- if requested by the EPA
  - make available to the EPA and its authorised representatives all information, data, ledgers, bank statements, accounts and all other papers reasonably required by the EPA to enable it to exercise its right of audit and to satisfy itself that the Local authority and all other Participants have complied with the Grant Conditions; and
  - furnish all authorities, directions and instructions to its auditors, accountants, banks and other servants or agents to enable the EPA to exercise its rights of audit and to satisfy itself that the Local authority and all other Participants have complied with the Grant Conditions;
- act with prudence and probity in the acquisition and care of all Programme Assets, including equipment, and shall assure that all expenditures shall be an eligible cost as defined at paragraph 2 above. In particular but without limitation to this clause, the Local authority and all other Participants shall
  - ensure that title and possession of the Programme Asset shall be held by the Local authority;
  - not pledge, charge or otherwise encumber any Programme Asset without the written approval of the EPA;
  - use the Programme Assets on the Initiative for which they were acquired as long as they are needed, whether or not the Initiative continues to be supported by the Grant Award, and if, during the term of the Initiative or thereafter, an asset is not required for use by the Initiative, the Local authority shall make it available for use in the following order of priority:
    - to any other Initiative sponsored by the EPA;
    - to any other similar initiative in Ireland in receipt of sponsorship or funding from the Local authority;
    - to any other similar initiative in Ireland which is in receipt of sponsorship or funding from any agency of the Irish Government or the European Commission;
    - to any other initiative or use nominated or directed in writing by the EPA; and
    - as the Local authority itself may reasonably desire in furtherance of its educational and research objectives, PROVIDED that where such Programme Asset is made available for other use, the Local authority shall require payment of a reasonable market fee in respect of such use which shall be treated as income of the Initiative;
- insure all Programme Assets with an insurer of good repute against fire, loss, damage or theft and such other appropriate risks as may be advised, to the full replacement value thereof and unless otherwise agreed by the EPA in writing shall employ the proceeds of any claim made pursuant to that insurance upon the provision of a suitable replacement of the asset;

- ensure effective property management and maintenance standards and in particular maintain detailed and accurate records containing the following information:
  - a description of the Programme Asset;
  - manufacturer's serial number, and model number;
  - source and/or supplier of the Programme Asset;
  - details regarding the funding by which each Programme Asset was acquired;
  - details regarding title to the asset;
  - date of acquisition and cost;
  - information from which one can calculate the percentage of the EPA's participation in the cost of the Programme Asset;
  - location and condition of the Programme Asset and the date upon which that information was reported;
  - unit acquisition cost; and
  - ultimate disposition data, including date of disposal and sale price and the method used to determine current fair market value;
- not sell or otherwise dispose of any Programme Asset without first offering such asset for sale to other Local Authorities at a cost no greater than the lesser of
  - the written down value in the accounts of the Local authority; and
  - the current market value of that Programme Asset;
- suitably designate or label the equipment to acknowledge the support of the EPA;
- have in place adequate systems for assuring the quality of work carried out by the staff of the Local authority and all other participants involved in the initiative so that Professional Misconduct shall be prevented, and if not prevented, shall be detected and terminated forthwith. The Local authority shall have effective mechanisms for identifying such Misconduct and shall have clearly publicised and agreed procedures for investigating allegations made of such misconduct; and
- before any part of the Grant Award is paid, and subsequently before any instalment of the Grant Award is claimed, satisfy the EPA that it holds a valid tax clearance certificate from the Revenue Commissioners.

The Local authority shall fully indemnify and hold the EPA, and its officers, members, servants or agents, harmless against all liabilities, loss, damages, costs (including legal and/or professional costs) and claims of any kind arising from any act or omission of the Local authority, Initiative Co-ordinator or any member of the Initiative Team in connection with the Programme or the use of the Grant Award or from the provision of any funds, advices, or assistance of any kind given by the EPA pursuant to these Grant Conditions.

#### **4. RESPONSIBILITIES OF THE INITIATIVE CO-ORDINATOR**

The Initiative Co-ordinator shall be responsible for the direction, management and pursuit by the Initiative Team of the Initiative in all of its objectives and the efficient, proper and appropriate conduct of that Initiative from a financial, legal and ethical perspective. In particular the Initiative Co-ordinator shall do all acts, deeds and things necessary or desirable to facilitate and enable the Local authority to comply with the Grant Conditions and its reporting obligations in particular.

## 5. RESPONSIBILITIES OF THE LOCAL AUTHORITY AND INITIATIVE CO-ORDINATOR

The Local authority and Initiative Co-ordinator shall jointly and severally ensure that they, or one of them shall:

- a. notify the EPA-
  - of the achievement or occurrence of any milestone in the Initiative identified in the Application or any agreed modifications thereto;
  - of the conception or creation of any Subject Invention by any member of the Initiative Team in the course of their employment in the Initiative or deriving directly or indirectly from the use or access to the knowledge of the Programme of which the Initiative Co-ordinator is or ought to have been aware;
  - of any proposed change in the phenomenon or phenomena under study or the objectives of the Initiative stated in the Application or any agreed modification thereto;
  - of any significant problems relating to the administrative or financial aspects of the Initiative; or
  - if the Initiative Co-ordinator or any other member of the Initiative Team intends:
    - to devote substantially less effort to the work anticipated in the Application;
    - to sever his or their connection with the Local authority or an other Initiative Participant;
    - to be absent for a continuous period of three months or more; or
    - to otherwise relinquish active direction of the Programme Initiative;
  - of the accrual of any income to the Initiative;
  - of any change in the auditors of the Local authority and the names of any auditors appointed in their place;
  - if there are reasonable grounds for believing there has been or shall be a breach of the Grant Conditions;
  - if there are reasonable grounds for believing there has been or shall be an act of Professional Misconduct;
  - if there are reasonable grounds for the EPA to suspend, reduce, terminate or revoke the Grant Award;
  - of the occurrence of any event which is or provides reasonable grounds for believing that any Intellectual Property has been or is likely to be infringed; or
  - of the occurrence of any event which has had or may have a material adverse effect on the Initiative;
- b. retain all appropriate financial, administration, scientific and all other relevant supporting papers, statistical records and other records in both hard and electronic form in relation to the Programme Initiative, the Grant Award and the Intellectual Property, and shall make all such records and papers available to the EPA upon reasonable notice for the duration of the Prevention Programme and for a period of 3 years thereafter or for such longer period as the EPA may request or as may be required by legislation in relation to the protection of data;
- c. disseminate, as widely as reasonably practicable, the products and results of the Initiative in peer publications and the scientific press, and where appropriate, among the general public, except where such dissemination could undermine the Intellectual Property or other rights and entitlements of the Local authority or the Principal Investigator;
- d. promote the reputation and standing of the EPA in the conduct and administration of the Initiative. In particular the Local authority shall:

- ensure that an acknowledgement (which includes the use of appropriate Programme logos), of the EPA's support is made in any publication (including the World Wide Web pages) of any material based or developed under this Programme, in the following terms:
    - “This material is based upon works supported by the Local Authority Prevention Network”
  - ensure that the support of the EPA is acknowledged in all news media, interviews, including popular media, such as, radio, television and news magazines;
  - ensure that every publication of material (including World Wide Web pages) based on or developed on the Grant Award, except scientific articles or papers appearing in scientific, technical or professional journals contains the following disclaimer:
    - “The opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Environmental Protection Agency.”*
  - ensure that two copies of every publication of material based on or developed under the Grant Award is clearly labelled with the Grant Award number and that other appropriate identifying information is available to the authorised representative of the EPA on request and is listed on the web page of the Local authority and/or the Participant; and
  - ensure that in any communications, including media appearances and releases, as well as journals and conferences concerning the Programme, acknowledgements shall mention the form of the EPA's support and shall publish the logo of the EPA in accordance with the EPA guidelines wherever journal or other media rules permit;
- e. do all acts, deeds and things reasonably required in order to give effect to the Grant Conditions and to further the objectives of the EPA, in particular in so far as the Grant Conditions provide for
- the transfer, licensing or sharing of ownership, exploitation, commercialisation and management of any Intellectual Property resulting from the Initiative; and
  - the transfer, licensing or sharing of ownership, use, exploitation, commercialisation and management of all Programme Assets, including equipment.

## **6. OWNERSHIP OF PROGRAMME ASSETS (excepting Intellectual Property)**

Unless otherwise specified in the Letter of Offer or otherwise indicated by the EPA, title to Programme Assets purchased or generated with the Grant Award by the Local authority will vest in the Local authority subject always to the Grant Conditions, and in particular the provisions of clause 3 above, in default of which the Local authority shall be deemed to have forfeited title in favour of the EPA.

## **7. INTELLECTUAL PROPERTY**

Initiatives funded under the Local Authority Prevention Network are deemed to be for public good and it is intended that the results be widely disseminated through appropriate means. The Local authority shall be responsible for ensuring that the research carried out and the final report and any publication arising shall not infringe the intellectual property rights, including the copyright, of any third party and the Local authority shall indemnify and keep indemnified the EPA against any claims by any third party that the results of the research and the final report infringe that third party's rights.

## **8. COPYRIGHT**

Except as otherwise specified in the Grant Conditions, the Local authority may own or permit others to own copyright in all Subject Writings, provided, however, that by accepting the Grant Award in accordance with the Grant Conditions, the Local authority hereby grants to the EPA or its nominee a non-exclusive, non-transferable, irrevocable, paid-up, royalty-free licence to exercise or have exercised for or on behalf of the EPA throughout the world all exclusive rights provided by copyright. Such licence, however, will not include the right to sell copies or photo records of the copyright of the Subject Writings to the public or otherwise to exploit such copyright for profit.

## **9. OBLIGATIONS AND RIGHTS OF THE EPA**

The EPA shall pay the Grant Award in the sum indicated in the Letter of Offer at the times and in the manner set out in the Letter of Offer or in the Budget as agreed with the EPA subject to the observance and performance by the Local authority and the Initiative Co-ordinator of the Grant Conditions.

Claims for the payment of Grant Award shall confirm cumulative actual expenditure paid since the last payment of any instalment of the Grant Award and in a format and manner as specified by the EPA.

If the costs incurred by the Local authority in carrying out the Initiative amount to less than the maximum grant approved, the EPA shall be obliged to pay only such amount as may be necessary to discharge the actual costs, and if the costs incurred by the Local authority exceed the amount of the maximum grant approved, such excess shall be borne by the Local authority.

## **10. AUDIT**

The Local authority shall retain all financial records, supporting documents, statistical records, and other records pertinent to the Grant Award and the Programme Initiative for a period of seven years from submission of the Final Reports, or, if requested by the EPA to do so, any longer period requested.

The Local authority shall grant access to the EPA and any authorised representative of the EPA access to any pertinent books, documents, papers and records of the Local authority and/or the Initiative Co-ordinator, to make audits, examinations, excerpts or transcripts.

## **11. SITE VISITS**

The EPA, through its authorised representatives, has the right, at all reasonable times, to make site visits to review Initiative accomplishments and management control systems. If any site visit is made by the EPA on the premises of the Local authority, or other premises where the Initiative may be conducted, the Local authority shall provide and shall require its servants or agents to provide all reasonable assistance to the EPA and its authorised representatives in the performance of their duties.

## **12. LIMITATION OF EPA'S LIABILITY**

The Local authority shall be wholly responsible for the conduct of the Initiatives, and the EPA shall have no obligation, responsibility, or any liability financial or otherwise of any kind to the Initiative Co-ordinator or the Local authority or any member of the Initiative Team arising from the Letter of Offer, the Grant Conditions, or any representation or other act or omission connected with these presents, save and except to pay the Grant Award in accordance with the Grant Conditions.

## **13. TRANSFER OF GRANT AWARD**

If an Initiative Co-ordinator takes up an appointment at another Local authority, the Grant Award may be transferred provided:

- arrangements satisfactory to the EPA and the new Local authority are put in place to continue the Programme Initiative in the new Local authority in a manner in which it was originally approved; and
- the transfer is approved, in writing, by the original Local authority and the EPA before any such transfer takes place.

#### **14. EARLY TERMINATION OF THE GRANT AWARD**

The Grant Award may be reduced, suspended, terminated or revoked in whole or in part in any of the following circumstances:

- by the EPA if the Progress Reports fail to disclose progress which in the opinion of the EPA is satisfactory, having consulted with the technical staff and, if the EPA chooses, the external reviewers appointed by the EPA in this regard;
- by the EPA when the Local authority has materially failed to comply with the Grant Conditions;
- by the EPA when the Local authority or the Initiative Co-ordinator:
  - commits an act of insolvency; or
  - purports to assign the benefit of the Grant Award; and
- by the EPA when the Initiative Co-ordinator:
  - is convicted of any criminal offence involving dishonesty;
  - devotes substantially less effort to the work than is anticipated in the Application;
  - severs his connection with the Local authority;
  - is absent for a continuous period of three months or more without satisfactory explanation; or
  - relinquishes active direction of the Initiative or does not initiate the Initiative actively within 60 days of the effective date specified in the award letter; and
- by the EPA when it has other reasonable cause;
- by the Local authority on written notice to the EPA, setting forth the reasons for such action, the effective date and, in the case of partial termination, the portion to be terminated or suspended (with the understanding that if the EPA determines that the unterminated portion will not accomplish the purposes of the Grant Award, it may suspend or terminate the entire Grant Award); or
- by the Local authority within 30 days of the date of any notice of Variation pursuant to clause 17;

Normally, action by the EPA to reduce, suspend, terminate or revoke a Grant Award will be taken only after the Local authority has been informed by the EPA of any deficiency on the part of the Local authority or the Initiative Co-ordinator and given an opportunity to correct it;

- but the EPA may immediately suspend or terminate the Grant Award without notice when it believes that such action is reasonable to protect the interest of the EPA, the Local authority or the Grant Award.
- No costs incurred during the suspension period or after the effective date of the termination will be eligible except in circumstances where no fault attaches to the Local authority and, in the opinion of the EPA, the Local authority could not reasonably avoid or eliminate such costs, or which were otherwise authorised by the suspension or termination notice, provided such costs would otherwise be eligible under the Grant Conditions.

Within 30 days of the termination date, the Local authority shall furnish a summary of progress under the Grant Award and an itemised accounting of costs incurred prior to the termination date in format approved by the EPA. Final eligible costs under the termination settlement will be in accordance with the Grant Conditions, including this article, giving due consideration to the progress of the Initiative. In no event will the total of the Grant Award payment under a terminated award exceed the Grant Award amount.

If the Local authority

- has misled the EPA;
- has failed to disclose information to the EPA in accordance with clauses 3 to 5;
- has misappropriated funds received from the EPA; or
- is in material breach of the Grant Conditions,

then the Local authority shall repay to the EPA on demand all sums paid in respect of the Grant Award and, if the Grant Award is reduced, the Local authority shall repay to the EPA on demand all sums (if any) paid to the Local authority in excess of the amount of the reduced grant within 60 days of the date of the notice of termination and in default such sums shall be recoverable by the EPA from the Local authority as a simple contract debt and shall carry interest at the rate of 1% per month accruing from the date of their original payment by the EPA to the Local authority;

A notice of termination other than by mutual agreement and/or the final settlement amount may be subject to review pursuant to clause 15.

## **15. TERMINATION REVIEW PROCEDURES**

A notice of reduction, suspension, termination or revocation shall be reviewed by the Director General of the EPA, PO Box 3000, Johnstown Castle Estate, Co. Wexford, on request from the Local authority received by her/him within 30 days of the date of the letter, notifying the Local authority of reduction, suspension, termination, or revocation.

A request for review must contain a full statement of the Local authority's position and pertinent facts and reasons in support of such position; and

Pending the outcome of the review, the notice of reduction, suspension, termination or revocation shall remain in effect.

## **16. ENTIRE AGREEMENT**

Subject to clause 25, the Terms and Conditions and Eligibility Rules together with the Grant Award Agreement contain the entire of the terms and conditions applicable to the payment of the Grant Award and supersede and replace any prior written or oral agreements, representations or understandings between the Parties.

## **17. VARIATION**

In circumstances where the development of the practise and operations of the EPA are growing and changing, the EPA and the Local authority agree to consult and discuss with each other any proposals for varying the Grant Conditions which may be made by either of them provided always that following such process of consultation and discussion the EPA reserves the right in its discretion subject to the provisions hereinafter contained to vary the Grant Conditions in accordance with the provisions of this clause and, subject thereto, such amended conditions shall fully bind the Local authority and the Initiative Co-ordinator from the operative date of such variation set out below.

The EPA shall be entitled at any time to deliver to the Local authority and the Initiative Co-ordinator a Notice of Variation which shall contain: -

- The full text of any change or variation to the Grant Conditions;
- The date from which such change or variation shall become operative; and
- The reasons for such change or variation.

Upon receipt of such notice the Local authority and/or the Initiative Co-ordinator shall be deemed to have accepted such variation, which shall henceforth be fully binding upon the Local authority and the Initiative Co-ordinator from its operative date. The Local authority or the Initiative Co-ordinator shall have the opportunity within thirty days from the date of such Notice of Variation to issue a Notice of Objection or Refusal to the EPA setting out their reasons for such objection or refusal and the direct consequences that shall flow from the variation sought which justify the objection or refusal. The EPA shall give reasonable consideration to such Notice of Objection or Refusal.

Where the Notice of Objection or Refusal states that the variation specified in the Notice of Variation would, if implemented, cause the Local authority to be in material breach of a contract directly related to the Initiative then the EPA shall acting reasonably and in good faith further consult the Local authority and shall give reasonable consideration to the matters raised by the Local authority.

No variation of the Grant Conditions (other than a breach of a varied condition) shall give rise to any requirement for repayment by the Local authority of a Grant Award paid to it prior to the date of the Notice of Variation.

After such reasonable consideration the EPA shall be entitled, at its discretion, to: -

- Withdraw the Notice of Variation;
- Issue a revised Notice of Variation having regard to the reasons given for any refusal or objection, (in which event, the provisions of clause 17 shall apply once again); or
- Issue a notice of reduction, suspension, termination or revocation pursuant to clause 14.

## **18. ASSIGNMENT**

The Grant Award is made personally to the Local authority and the Local authority shall not, without the written agreement of the EPA, assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of the Grant Award.

## **19. DISPUTE RESOLUTION**

The Parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Grant Award, the Grant Conditions or any breach of them. If any such dispute cannot be settled amicably through ordinary negotiations by the authorised representative of the Parties, the dispute shall be referred to the Chief Administrative Officer of the Local authority and the Director General of the EPA, who will meet in good faith to try and resolve the dispute. If the dispute or difference is not resolved as a result of such meeting, either Party may (at such meeting or within 14 days of its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral adviser or mediator ("Neutral Adviser") before resorting to litigation;

- If the Parties are unable to agree on a Neutral Adviser or if the Neutral Adviser agreed upon is unable or unwilling to act, any Party may, within 14 days from the date of the proposal to appoint a Neutral Adviser or within 14 days of notice to any Party that he is unable or unwilling to act, apply to the President of the Incorporated Law Society of Ireland to appoint a Neutral Adviser;
- The Parties will within 14 days of the appointment of the Neutral Adviser meet with him in order to agree (and in default of agreement to receive the directions of the Neutral Advisor for) a programme for the exchange of any relevant information and the structure to be adopted for the negotiation to be held in Dublin;

- All negotiations connected with the dispute will be conducted in complete confidence, and the Parties undertake not to divulge details of such negotiations except to their professional advisers, who will also be subject to such confidentiality, and will be without prejudice to the rights of the Parties in any future proceedings;
- If the Parties accept the Neutral Adviser's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be reduced to writing and once, it is signed by their duly authorised representatives, shall be final and binding on the Parties;
- Failing agreement, any of the Parties may invite the Neutral Adviser to provide a non-binding but informative opinion in writing as to the merits of the dispute and the rights and obligations of the Parties. Such opinion will be provided on a without prejudice basis and will be private and confidential to the Parties and may not be used in evidence in any proceedings commenced concerning the issue in dispute without prior written consent of all the Parties;
- If the Parties fail to reach agreement in the structured negotiations within 30 days of the Neutral Adviser being appointed, such a failure shall be without prejudice to the right of any Party subsequently to refer any dispute or difference to litigation, but the Parties agree that before resorting to litigation structured negotiations in accordance with this clause 19 shall have taken place; and
- Nothing contained in this clause shall restrict the Party's freedom to commence legal proceedings to preserve any legal right or remedy or protect any proprietary or trade secret right.

## **20. FORCE MAJEURE**

No Party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason, beyond the control of any other Party. If a Party is unable to perform its duties and obligations under the Grant Conditions as a direct result of the effect of one of those reasons that Party shall give written notice to the others of the inability, stating the reason in question. The operation of the Grant Award shall be suspended during the period (and only during the period) in which the reason continues. Forthwith, upon the reason ceasing to exist, the Party relying upon it shall give written advice to the others of this fact. If the reason continues for a period of more than 10 working days, the Party not claiming relief under this clause 20 shall have the right to terminate the Grant Conditions forthwith upon giving written notice of such termination to the other Parties.

## **21. ILLEGALITY**

If any provision or term of the Grant Award or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, including but without limitation by reason of the provisions of any legislation or other provisions having the force of law, or by reason of any decision of any Court or other body or authority having jurisdiction over the Parties, including the EU Commission and the European Court of Justice, such terms or provisions shall be divisible from the Grant Conditions and shall be deemed to be deleted there from, provided always that if any such deletion substantially affects or alters the basis of the Grant Award, the Parties shall negotiate in good faith to amend and modify the provisions and terms of the Grant Award as may be necessary or desirable in the circumstances.

## **22. NATURE OF RELATIONSHIP**

Nothing in the Grant Conditions shall constitute a partnership or joint venture or establish a relationship of agency between the Parties hereto, nor shall the Grant Award, or the operation thereof or the provision of any services by the EPA, the Initiative Co-ordinator, the Initiative Team or the Local authority be construed as evidence of any contract of employment between the EPA and any member of the Initiative Team or any servant or agent of the Local authority, which is expressly denied; and

Neither the Initiative Co-ordinator nor any member of the Initiative Team, nor any servant or agent of the Local authority shall be, nor in any way represent himself to be an agent of the EPA, and none of them shall have any authority to enter into any obligation on behalf of the EPA or to bind the EPA in any way, which is expressly denied.

### 23. APPLICATION OF FINANCIAL PENALTIES

Financial penalties for non-compliance with Local Authority Prevention Network Programme financial and technical reporting requirements are applicable to **all** LAPN funded initiatives.

Penalties will apply in the following circumstances:

- (i) Failure to supply all information<sup>11</sup> necessary to enable the certification of expenditure, to the EPA or its nominated agent, not later than 3 months after the end of the reporting period for which it is due. **An initial deduction equivalent to 10% of the modified overheads claimed for the period will be applied. For each additional month that this information remains outstanding a further deduction equivalent to 5% of the modified overheads claimed for the period will be applied.**
- (ii) Failure to submit technical progress reports not later than 1 month after the end of the reporting period. **A deduction equivalent to 5% of the modified overheads claimed for the period will be applied.**
- (iii) Failure to supply additional information in relation to the technical progress report within 2 weeks of being formally requested to do so. **A deduction equivalent to 5% of the modified overheads claimed for the period will be applied.**

### 24. WAIVER

No failure or delay on the part of any Party having an interest in the Grant Award to exercise any right or remedy under the Grant Conditions shall be construed or operated as a waiver thereof, nor shall any single or partial exercise of any right or remedy as the case may be. The rights and remedies provided in the Grant Conditions are cumulative and are not exclusive of any rights or remedies provided by law.

### 25. NOTICE

Any notice or other document to be given under the Grant Conditions shall be in writing and shall be deemed to have been duly given if left at or sent by

- first-class post or express or air mail or other fast postal service; or
- registered post; telex or facsimile to a Party at the address or relevant telecommunications number for such Party or such other address as the Party may from time to time designate by written notice to the other[s]; and
- any notice or other document shall be deemed to have been received by the addressee two working days following the date of dispatch of the notice or other document by post or, where the notice or other document is sent by hand or is given by facsimile simultaneously

---

<sup>11</sup> All cost statements must be submitted and satisfactory responses must be made to all queries issued.

with the delivery or transmission. To prove the giving of a notice or other document, it shall be sufficient to show that it was dispatched.

## **26. GOVERNING LAW AND CONSENT TO JURISDICTION**

These terms and conditions shall be governed by and construed in accordance with the Laws of Ireland and all Parties shall expressly and irrevocably submit to the jurisdiction of the Irish Courts.

## **27. FREEDOM OF INFORMATION ACT 1997**

The EPA undertakes to use its best endeavours to hold confidential any information provided by the Parties in the Application, subject to the EPA's obligations under law, including the Freedom of Information (FoI) Act, which came into force on 21 April 1998. Should you wish that any of the information supplied in the Application should not be disclosed because of its sensitivity, you should, when providing the information, identify the same and specify the reasons for its sensitivity. The EPA will consult with you about this sensitive information before making a decision on any Freedom of Information request received. Note that if no information is identified as sensitive, with supporting reasons, then it is likely to be released in response to an FoI request.