



ENVIRONMENTAL PROTECTION AGENCY
An Ghníomhaireacht um Chaomhnú Comhshaoil



**Science, Technology, Research & Innovation
for the Environment (STRIVE) Programme 2007 – 2013**

EPA STRIVE & Climate Change Research Programmes

**Terms and Conditions
for support of Grant Awards**

**Research Fellowships, Desk-Studies, Medium-Scale,
Large-Scale and Capability Development Projects**

The STRIVE Programme is funded by the Irish Government
under the National Development Plan 2007-2013

This document sets out the Terms and Conditions for support of Grant Awards of Research Fellowships, Desk-Studies, Medium & Large-Scale Projects and Capability Developments funded under the STRIVE Programme 2007-2013.

Applicants should read the following carefully in conjunction with other documentation provided (i.e. *Guide for Applicants, Guide for Grantees, Technical Description*).

All documentation referred to below is available from the Environmental Protection Agency (EPA) website (www.epa.ie).

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Terms and Conditions for support of Grant Awards for Research Fellowships, Desk-Studies, Medium-Scale, Large-Scale and Capability Development Projects

1. Funding

Funding is provided on a discretionary basis by the Environmental Protection Agency (EPA) to the Grantee. The Term 'Grantee' is defined in the Notification of Award of Research Grant and includes the Lead Organisation, the Principal Investigator (PI) and Project Participants there defined. It means each of them separately and all of them together or any number of them collectively.

The EPA shall not be under any obligation to provide any funding to the Grantee.

Where the EPA commences funding a project, it undertakes to continue to provide funding in accordance with the proposed schedule of funding, subject to the following exceptions:

- a) If the EPA is dissatisfied with the performance of the project by the Grantee, it may at its absolute discretion decline to continue funding the project.
- b) If the funding that the EPA receives from the State to enable it to provide funding to projects (including this project) is discontinued or reduced, the EPA may cease funding the project; and in particular, if it is so reduced, the EPA may elect not to continue funding this project, even if it continues to fund other projects.
- c) For co-funded projects, the EPA may elect not to continue funding a project, in the event that the co-funding body is not in a position to meet its funding obligations.
- d) If the EPA ceases to fund the project for any reason, the Grantee shall not be entitled to recover from the EPA or from the State any funding which would have been due had the EPA continued to fund the project. Nor shall the Grantee be entitled to any indemnity or damages of any kind from the EPA or the State.
- e) To enable the EPA to determine whether it wishes to continue to provide funding, the EPA shall verify that the project is being carried out or has been carried out to its satisfaction. For this purpose the Grantee should comply with the EPA's Requirements for grantees, which are set out below. These requirements are intended to ensure that the available funding is provided to those who will use it most effectively for the purposes of advancing scientific knowledge of the environment or relevant to the environment.
- f) If the Grantee does not comply with the EPA's requirements for grantees, or has not complied with these requirements, the EPA may discontinue funding and decline to provide further funding. The EPA shall not be entitled to recover funding already provided. Where funding is payable in arrears, the EPA shall not be obliged to provide funding where its requirements have not been complied with. The EPA undertakes that it will

not discontinue funding or decline further funding simply because it disagrees with the results of the project.

- g) It shall be the responsibility of the Grantee to satisfy the EPA that the project is proceeding satisfactorily and that the Grant is being used in the most effective manner. If the EPA is not satisfied, it may discontinue funding and decline to provide further funding until such time as the Grantee satisfies outstanding issues. If the EPA is not satisfied, it shall notify the Grantee of the reasons why funding has been discontinued, and shall give the Grantee an opportunity to address the issues identified.

In addition to the provisions above the EPA may discontinue funding if any of the following events occur:

- i. there is a material change in the legal status of the Grantee, such material change to include but not to be confined to the Grantee entering into liquidation whether compulsory or voluntary, the appointment of a receiver over all or any part of the assets or undertakings of the Grantee and (where appropriate) the Grantee becoming subject to the Bankruptcy Laws;
- ii. a distress or execution is levied or served upon any of the property of the Grantee and is not discharged within 30 days;
- iii. the EPA is satisfied that the project has encountered fundamental and undue delay or that the project has ceased.

2. EPA requirements for Grantees

2.1 The Grantee shall comply with the following requirements:

- a) Carry out the project in accordance with these terms and conditions and in accordance with the Budget and Technical Description of the project;
- b) Designate a Lead Organisation and PI for the Project. The PI shall be responsible for the management of the project and reporting of technical and financial progress (see Paragraph 4);
- c) Supply any information requested by the EPA for the purposes of ensuring that these requirements are complied with and comply with any written request or direction received from the EPA concerning the proper management of the project;
- d) Ensure that the effective control of the project is not changed without prior written consent from the EPA;
- e) Ensure that the project is not altered or adjusted without prior written consent from the EPA;
- f) Submit to the EPA, prior to commencement of the project, an up-to-date tax clearance certificate from the Office of the Revenue Commissioners;
- g) Submit to the EPA, when requested, prior to the commencement of the project up-to-date copies of Public and Employers Liability and Professional Indemnity insurance policies, to enable the EPA to verify that there is no risk that the funding provided will have to be used to meet any claim against the Grantee or any person involved in the Project;
- h) Ensure that there is no other funding provided to the project other than that provided by the EPA directly or through a mutually agreed co-funding arrangement;
- i) Ensure that the placement of contracts necessitated by the Project costing in

excess of €5,000 (plus VAT) complies with Public Procurement Guidelines.

- j) Ensure in relation to the placement of contracts for capital equipment with any Irish legal or natural person that, at the date of such placement, that person possesses a valid tax clearance certificate and obtain a copy of such certificate prior to making any payments on foot of such contract. In the case of residents outside the State they should obtain a tax clearance certificate.
 - k) Keep all capital equipment acquired pursuant to the project properly maintained and insured to the full value of its replacement cost and re-value such equipment when necessary;
 - l) Notify the EPA immediately of any damage or loss in respect of capital equipment acquired for the purposes of the project and, where any such damage or loss is insured against, apply the proceeds of any insurance claim so as to ensure to the satisfaction of the EPA that such capital equipment is replaced or restored, as appropriate, and pay from its own funds any deficiency of cost arising from any under-insurance, non-insurance or under evaluation in respect of the capital equipment;
 - m) Allow the EPA or its appointed representative access to the Grantees premises at all reasonable times for the purpose of inspection or monitoring of the project;
 - n) Permit the EPA or its appointed representative to inspect the project and financial records at any reasonable time;
 - o) Make reference to the support received from the EPA and Department of Environment Heritage and Local Government, in any publicity or promotional activities relating to the project and respect copyright laws in any publication;
 - p) Prominently display the National Development Plan (NDP) logo on all material produced in accordance with official guidelines for usage as given on the NDP website at www.ndp.ie.
- 2.2 Detailed Reporting & Communication requirements are described in the *Guide for Grantees*. The Grantee shall ensure that the final progress report is made available as widely as possible.

3. Adjustments to costings

Funding is based on the costings set out in Schedule 3 of the Notification of Award of Research Grant and in the Budget template that is submitted as part of the application, including any agreed revisions. Re-allocation of expenditures between categories of expenditure may not be made by the Grantee without the prior written consent of the EPA as set out in the Guide for Grantees..

4. Reporting, monitoring and accounting

- 4.1 The Grantee shall maintain proper books of accounts and records in relation to all aspects of the Project. The books of accounts and records shall be:
- a) distinct from those concerning other activities of the Grantee, and
 - b) maintained for a minimum period of three years after the conclusion of the STRIVE Programme.

The Grantee shall keep such books of accounts and records available on demand, together with such other documents as may be required by the EPA, for the

purposes of any financial or physical verification or evaluation of progress or performance. The Grantee shall ensure that an adequate financial management system is in place for the purposes of vouching expenditure recorded on the Cost Statements submitted to the EPA.

- 4.2 The Grantee shall comply with interim and final reporting requirements (technical and financial) as set out in the *Guide for Grantees*.

The EPA may, alter or amend any reporting or monitoring provision by letter to the grantee where the EPA believes the proper management of the research (including the proper supervision of the project) so requires. It shall be the responsibility of the Grantee to satisfy the EPA that the Grant is being employed in the most effective manner. If the EPA is not satisfied, it may decline to continue funding the project in accordance with paragraph 1 of these Terms and Conditions.

5. Payment of the grant

- 5.1 An advance payment of up to 35% of the grant funding for project based awards and up to 50% of the grant funding for researcher based awards shall be paid following the Notification of Award of Research Grant for this project. Subsequent payments shall be made to the Grantees, as described in the *Guide for Grantees*.
- 5.2 All payments shall be made to the Lead Organisation as agent for the other Grantees.
- 5.3 Payments related to any expenditure on the project prior to the agreed start date or after the project has been satisfactorily completed, shall not be made under any circumstances.
- 5.5 Where tax clearance certificates are required no payment will be made unless an up-to-date certificate from the Office of the Revenue Commissioners (or other relevant authority) has been lodged by the Grantee with the EPA.
- 5.6 No liability shall attach to the Minister for the Environment, the Department of the Environment Heritage and Local Government, the State or the EPA, in respect of any delay, howsoever caused, in any payment to the Grantee pursuant to this Agreement.

6. Project Completion

Subject to paragraph 7, the project shall finish on the date specified in the Notification of Grant Award, unless extended beyond that date by agreement between the Grantee and the EPA. There shall be no extension without the prior written consent of the EPA. The Final Cost Statement for the project and the End of Project Questionnaire must be submitted within 3 months of the agreed project completion date. Grantees who do not comply with these requirements will be deemed ineligible to apply for future STRIVE research grants.

7. Notices

Any Notices required to be given to or served on the Grantee, shall be deemed to be duly given to or served upon the Grantee if provided in writing.

8. Transfer and assignment

The Grantee shall not transfer or assign directly or indirectly any portion of the terms and conditions without the prior written consent of the EPA.

9. Indemnity

The EPA is merely providing funding for the Project and is not assuming any liability for its execution. Grantees are required to provide the EPA with copies of valid insurance policies in respect of professional indemnity, public liability and employers' liability.

10. Other

All references herein to the EPA shall mean the EPA, its employees, servants and agents. Where the EPA wishes to inspect the premises of any Grantee, it shall provide a letter of appointment to any person acting on its behalf, and such person shall present that letter of appointment to the grantee as proof that he or she is acting on behalf of the EPA.

For more detailed information on reporting requirements, project management and submission of final reports, datasets and end-of-project questionnaires please refer to the *Guide for Grantees*.