



Environmental Protection Agency
An Ghníomhaireacht um Chaomhnú Comhshaoil



ERTDI Programme 2000-2006

Call for Research Proposals 2005

**Terms & Conditions of Support for ERTDI Grant Awards
EPA Call for Research Proposals 2005**

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Terms & Conditions of Support for ERTDI Grant Awards

1. Funding

Funding is provided on a discretionary basis by the Environmental Protection Agency (“the Agency”) to the Grantee (The Term ‘Grantee’ is defined in the Notification of Award of Research Grant and includes the Lead Organisation, the Co-ordinator and Project Participants there defined. It means each of them separately and all of them together or any number of them collectively). The Agency shall not be under any obligation to provide any funding to the Grantee. Where the Agency 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 Agency 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 money which the Agency receives from the State to enable it to provide funding to projects (including this project) is discontinued or reduced, the Agency may cease funding the project; and in particular, if it is so reduced, the Agency may elect not to continue funding this project, even if it continues to fund other projects.
- (c) If the Agency ceases to fund the project for any reason, the Grantee shall not be entitled to recover from the Agency or from the State any funding which would have been due had the Agency continued to fund the project. Nor shall the Grantee be entitled to any indemnity or damages of any kind from the Agency or the State.
- (d) To enable the Agency to determine whether it wishes to continue to provide funding, the Agency 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 Agency’s Requirements for research 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.
- (e) If the Grantee does not comply with the Agency’s requirements for research grantees, or has not complied with these requirements, the Agency may discontinue funding and decline to provide further funding. The Agency shall not be entitled to recover funding already provided. Where funding is payable in arrears, the Agency shall not be obliged to provide funding where its requirements have not been complied with. The Agency undertakes that it will not discontinue funding or decline further funding simply because it disagrees with the results of the project.
- (f) It shall be the responsibility of the Grantee to satisfy the Agency that the project is proceeding satisfactorily and that the Grant is being used in the most effective manner. If the Agency is not satisfied, it may discontinue funding and decline to provide further funding until such time as the Grantee satisfies outstanding issues. If the Agency 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.

2. Agency 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 Project Co-ordinator for the Project. The Project

- Coordinator 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 Agency for the purposes of ensuring that these requirements are complied with and comply with any written request or direction received from the Agency 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 Agency;
 - (e) Ensure that the project is not altered or adjusted without prior written consent from the Agency;
 - (f) Submit to the Agency, when requested, an up-to-date tax clearance certificate from the Office of the Revenue Commissioners;
 - (g) Submit to the Agency, when requested, up-to-date copies of Public and Employers Liability and Professional Indemnity insurance policies, to enable the Agency 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) Provide a written undertaking to the Agency that neither the Grantee nor any person involved in the Project is receiving any funding for the project other than that provided by the Agency;
 - (i) Unless otherwise authorised in writing by the Agency, ensure in relation to the placement of contracts necessitated by the Project costing in excess of €6,348 (plus VAT) that a minimum of three competitive quotations are sought and that none but the lowest is accepted. In the event that the lowest quote is not the most suitable, a valid explanation must be provided in writing to justify this.
 - (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. This can be arranged by completing form TC-1 which is available from www.revenue.ie/doc/webtc1.doc. Completed forms should be returned to the Office of the Collector-General, Sarsfield House, Limerick, Ireland or email taxclearance@revenue.ie;
 - (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 Agency 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 Agency 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 Agency 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 Agency or its appointed representative to inspect the project and financial records at any time;
 - (o) Make reference to the support received from the Agency 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 (the NDP logo is available in a variety of formats as a download from the site.) For further information, contact the NDP/CSF Information Unit, Lower Hatch Street, Dublin 2, Ireland. Tel.: 01-604 5333, fax: 01-604 5334, email: csfinfo@csfunits.irlgov.ie.

2.2 Detailed Reporting & Communication requirements are described in the Technical Description document.

The Grantee shall ensure that the final progress report is made available as widely as possible. It shall provide copies of the final progress report to the libraries of the constituent Universities of the National University of Ireland, the University of Dublin (Trinity College), the University of Limerick and Dublin City University, the Economic and Social Research Institute and ENFO (Environmental Information Centre). Where the Grantee has a web site, it shall publish the final progress report on its web site once the EPA has approved the public release of the report.

3. Adjustments to costings

Funding is based on the costings set out in Schedule 4 of the Notification of Award of Research Grant and Tables 1 and 2 in the *Application Form* and *Guidelines for Applicants* documents. Re-allocation of expenditures between categories of expenditure may not be made by the Grantee without the prior written consent of the Agency.

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 ERTDI 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 Agency, 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 Agency.

4.2 The Grantee shall furnish to the Agency, within 28 days of the end of each of the periods set out in paragraph 5.2, a report on the progress of the project. The report shall cover, in particular, the following:

- (a) Financial out-turn of the project in that period in the form of a completed Cost Statement (the financial reporting template is available on request from the Agency) in signed hard copy and electronic form, together with invoices, timesheets, and other supporting documentation as requested by the Agency or its appointed representative, vouching the said expenditures.
- (b) Technical progress of the project in that period with information that is necessary for, or relevant to, a full appreciation of the project in the period or which has been requested in writing by the Agency or its appointed representative. This should include explanations of any major variances or deviations from the projection in the period performance, where these occur. The Grantee shall use the technical progress reporting

- template, which is available on request from the Agency.
- (c) The Agency shall monitor the progress of the project by reference to the agreed costs set out in Schedule 3 of notification of award of research grant, the technical description of the project in Schedule 1 of the notification and the reports and publication required under Condition 3 of these Terms and Conditions. The Agency may, however, alter or amend any reporting or monitoring provision by letter to the grantee where the Agency believes the proper management of the research (including the proper supervision of the project) so requires. Pursuant to this provision, the Agency may, in particular, require more frequent reporting, more substantive reporting and/or the examination of the project for the purposes of any verification or evaluation for a period of three years after the conclusion of the Environmental RTDI Programme.
 - (d) It shall be the responsibility of the Grantee to satisfy the Agency that the Grant is being employed in the most effective manner. If the Agency 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 shall be paid following the Notification of Award of Research Grant for this project. Subsequent payments shall be made to the Grantees, in the proportions, at the intervals, and for the amounts, stated in Schedule 3 of the Notification. Payment shall only be made in respect of costs identified in the Project proposal submitted by the Grantee and on receipt and approval by the Agency or its appointed representative of the Cost Statement referred to in paragraph 4.2.
- 5.2 Reports of eligible current and capital expenditure must be presented for payment to the Agency or its appointed representatives within 28 calendar days of the end of every six months (usually the 28th of January and 28th of July).
- 5.3 All payments shall be made to the Lead Organisation as agent for the other Grantees.
- 5.4 Payments related to any expenditure on the project prior to the date of Notification of Award of this grant 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 Agency.
- 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 Agency, in respect of any delay, howsoever caused, in any payment to the Grantee pursuant to this Agreement.

6. Termination/completion

Subject to paragraph 7, the project shall terminate on the date specified in the Technical Description of the project in Schedule 1 unless extended beyond that date by agreement between the Grantee and the Agency. There shall be no extension without the prior written consent of the Agency. Particulars of any extension shall be communicated in writing to the grantee by the Agency.

7. Discontinuation of grant

7.1 In addition to the provisions for discontinuing grant funding contained in paragraph 1, the Agency may discontinue funding if any of the following events occur:

- a) 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;
- b) a distress or execution is levied or served upon any of the property of the Grantee and is not discharged within 30 days;
- c) the Agency is satisfied that the project has encountered fundamental and undue delay or that the project has ceased.

8. 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 given in writing and delivered or sent by post addressed to the Grantee at the address given by the Grantee.

9. 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 Agency.

10. Indemnity

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

11. Other

All references herein to the Agency shall mean the Agency, its employees, servants and agents. Where the Agency 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 Agency.