



Rialtas na hÉireann
Government of Ireland



GREEN ENTERPRISE **Innovation for a Circular** **Economy**

2019 Terms and Conditions for Grant Awards
Green Enterprise Projects

National Waste Prevention Programme
EPA Research Programme

The Green Enterprise Programme is funded as part of the National Waste Prevention Programme & the EPA Research Programme

ENVIRONMENTAL PROTECTION AGENCY
An Ghníomhaireacht um Chaomhnú Comhshaoil

This document sets out the Terms and Conditions for support of Grant Awards of the Green Enterprise: Innovation for a Circular Economy funded under the National Waste Prevention Programme (NWPP) & Environmental Protection Agency (EPA) Research Programme.

Applicants should read the following carefully in conjunction with other documentation provided.

All documentation referred to below is available from the EPA website (<http://www.epa.ie/pubs/reports/research/opencalls/currentcallsdocuments/>).

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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)/Project Manager and Project Participants there defined. It means each of them separately and all of them together or any number of them collectively.

The Grantee in signing the grant agreement hereby warrants that she/he is authorised to enter into an agreement that each Participant shall be bound fully to each and every covenant, condition, warranty and undertaking set out in the Terms and Conditions.

In addition the Grantee in signing the grant agreement warrants that every statement, representation or information made in the Application, any documents furnished in support thereof, any Annual Report, or in response to a request of the EPA or its appointed representatives, is true, complete and accurate.

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 reduce, suspend, terminate or revoke in whole or in part the Grant Award and any payments advanced in relation thereto. 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. No costs incurred during the suspension period or after the effective date of imposed termination will be eligible except in circumstances where no fault attaches to the Grantee and, in the opinion of the EPA, the Grantee could not reasonably avoid or eliminate

such costs, provided such costs would otherwise be eligible under the Grant conditions.

- 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. Where the EPA deems that the progress made does not represent fair value for monies advanced it may seek to clawback any funding advanced in excess of the deemed fair value.
- h) It shall be the responsibility of the Grantee to satisfy the EPA that the requirements in relation to [De Minimis State Aid Rules](#) have been met.

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. 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 Principal Investigator (PI) for the Project. The PI shall be responsible for the direction, management and pursuit by the project team of the Project in all of its objectives and the efficient, proper and appropriate conduct of that project from a financial, technical, legal and ethical perspective (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 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 (either financially or technically) without prior written consent from the EPA;
- f) Use the entirety of the Grant Award received in accordance with the approved Budget in furtherance of the Project and in accordance with the Grant Terms and Conditions.
- g) Submit to the EPA, prior to commencement of the project, an up-to-date tax clearance certificate from the Office of the Revenue Commissioners;
- h) 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;
- i) 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;
- j) Ensure that the placement of contracts for good or services necessitated by the Project costing in excess of €5,000 (plus VAT) complies with Public Procurement Guidelines.
- k) 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.
- l) 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;
- m) Notify the EPA if the Principal Investigator (or any other member of the team) decides to change, terminate, suspend or delay their involvement in the project or the grantee organization for whatever reason;
- n) 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;

- o) 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;
- p) Permit the EPA or its appointed representative to inspect the project and financial records at any reasonable time;
- q) Make reference to the support received from the EPA and Department of Communications, Climate Action and Environment, in any publicity or promotional activities relating to the project and respect copyright laws in any publication;
- r) Prominently display the appropriate EPA Green Enterprise: Innovation for a Circular Economy logo on all material produced in accordance with official guidelines for usage;
- s) Where project outputs include data and/or technical solutions (websites, developed software, database solutions etc.) then the format of same must be agreed with the EPA to ensure that they can be installed on EPA infrastructure and maintained by EPA staff after the completion of the project. The EPA can supply a current list of approved data formats and technology on request and the exact format of all outputs must be agreed with the EPA before development of same commences. All data outputs must have a comprehensive set of metadata and all technical solutions must be fully documented according to EPA requirements.

The Grantee shall ensure that the final 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. The Grantee in signing the grant agreement warrants that the Budget submitted or agreed with the EPA comprises only eligible costs as defined in the Guide for Grantees and all other EPA publications or circulars. 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, including but not limited to financial records, supporting documents, scientific and relevant supporting papers, statistical records, technical data and all other records, in all formats, pertinent to the Grant Award. 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 Green Enterprise 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 or its appointed agents, for the purposes of any financial audit 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.

The Grantee shall grant access to the EPA and any authorised representative of the EPA to any pertinent books, documents, papers and records of the Grantee to carry out or perform audits, examinations, excerpts or transcripts. The grantee shall make all project team members aware of these requirements in advance of their participation in the Project.

The EPA, and/or its authorised representatives, has the right, at all reasonable times, to perform site visits to review Project accomplishments and management control systems. Where any site visit is carried out by the EPA on the premises of the Grantee, or other premises where the Project may be conducted, the Grantee 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.

- 4.2 The Grantee shall comply with the 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 writing 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 The EPA shall pay the Grant Award in the sum indicated in the Notification of Grant Award at the times and in the manner set out in the Notification of Grant Award or in the Budget as agreed with the EPA subject to the observance and performance by all parties to the Grant Award.
- 5.2 An advance payment of up to 50% of the grant funding for Green Enterprise based awards shall be paid following the receipt of the acknowledgment of 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*.
- 5.3 All payments shall be made to the Lead Organisation.
- 5.4 Claims for payment of the Grant Award shall confirm cumulative actual expenditure paid since the last payment of any installment of the Grant Award and in a format and manner as specified by the EPA.
- 5.5 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 provided by the Grantee to the EPA.

- 5.6 Where the costs incurred in carrying out the project 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 Grantees exceed the amount of the maximum grant approved, such excess shall be borne by the Grantees.
- 5.7 No liability shall attach to the Minister for Communications, Climate Action and Environment, the State or the EPA, in respect of any delay, howsoever caused, in any payment to the Grantee pursuant to this Agreement.
- 5.8 An amount of up to 15% of the EPA grant aid to the project will be retained in all cases pending satisfactory completion of the project. A project will be deemed to be completed satisfactorily, following certification of the final cost statement, the submission of suitable publicity material and the approval of the draft technical report for the project.

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 28 days of the agreed project completion date. Grantees who do not comply with these requirements will be deemed ineligible to apply for future Green Enterprise grants.

Following the EPA technical sign-off of the final project report(s) EPA will issue a de-commitment letter outlining the certified expenditure, any financial adjustments made by its appointed financial agents and potential de-commitment amount represented by the uncertified amount of the grant award.

Where the remaining available grant aid has not been claimed or where responses to any outstanding financial queries have not been resolved within **28 days** of the date of this letter EPA will de-commit the uncertified portion of the grant award for the project.

Where any project has not fully complied with all its financial and or technical reporting requirements within six months of the approved project completion date the EPA reserve the right to terminate the project without any further recourse to the Grantee.

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. The EPA shall have no obligation, responsibility, or any liability financial or otherwise of any kind to the Grantee arising from the Notification of Grant Award, 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.

10. Data protection

It is acknowledged that Personal Data may be submitted to the EPA by the Grantee as part of a research programme project. Each of the EPA and the Lead Organisation shall be a separate Data Controller with respect to such Personal Data. This means that each party determines the purposes and means of its respective processing of the Shared Personal Data.

Each party shall ensure that it processes Shared Personal Data on the basis of one or more of the legal grounds set out in Article 6 and Article 9 of General Data Protection Regulation (GDPR), for the purposes of carrying out, administering and/or publicising the research programme and its results as described in the Guide for Applicants, Guide for Grantees, these Terms and Conditions and/or the EPA Privacy Policy. The Lead Organisation shall, in particular, not upload or provide Personal Data to the EPA (including via relevant websites or portals) unless it has a proper legal basis to do so. Where the Lead Organisation is uploading or sharing Personal Data on behalf of a third party, such as a third-party participant organisation or funding beneficiary, it shall ensure that such third party has a proper legal basis for the sharing of such Personal Data with the third party and the EPA.

The Lead Organisation shall ensure that the EPA Privacy Policy has been shared with, and accepted by, each third party project participant and applicable individuals with respect to Personal Data that may be shared with the EPA.

Each party shall be individually responsible, as a sole Data Controller, for its own processing of the Shared Personal Data pursuant to and in connection with an EPA funded project. This means each party determines the purposes and means of its respective processing of the Shared Personal Data.

The Grantees must fully comply with their respective obligations under Data Protection Legislation. The Lead Organisation shall be responsible for ensuring that relevant Data Subjects have been provided with the information referred to in Article 13 of GDPR.

Each party will inform the other of any requests from Data Subjects regarding rectification or erasure of Shared Personal Data, or restriction of or objection to the processing of Shared Personal Data that are relevant to the other parties. Each party shall, to the extent that such a request affects another party's processing of Shared Personal Data, provide reasonable assistance to such other party to enable compliance with Data Protection Legislation.

Each party shall notify the other immediately if it becomes aware, or suspects a Personal Data Breach which is likely to affect or invoke another party's obligations under Data Protection Legislation. The notifying party shall document all Personal Data Breaches in accordance with Data Protection

Legislation and fully cooperate with the other party to ensure compliance with Data Protection Legislation. All parties shall use reasonable endeavours to mitigate any damage suffered by a Data Subject.

For the purposes of this Section 10, the below terms shall be defined as set out below:

Data Controller has the meaning set out in Data Protection Legislation;

Data Protection Legislation the Data Protection Acts 1988 - 2018 and Directive 95/46/EC, any other applicable law or regulation relating to the processing of personal data and to privacy, including the E-Privacy Directive and the EC (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, as such legislation shall be amended, revised or replaced from time to time, including by operation of the General Data Protection Regulation (EU) 2016/679 (**GDPR**) (and laws implementing or supplementing the GDPR and/or the E-Privacy Regulations);

Data Subject has the meaning set out in the Data Protection Legislation;

Personal Data has the meaning set out in the Data Protection Legislation;

Shared Personal Data means the Personal Data shared between the parties as part of a research grant programme

11. 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.