



Environmental Protection Agency for and on behalf of Climate Change Advisory Council

Research Call: Terms & Conditions for Support of Grant Awards

September 2020

Environmental Protection Agency for and on behalf of the Climate Change Advisory Council Research Call: Terms & Conditions

NOTE: These are standard terms and conditions that are subject to change and will be finalised on negotiation.

This document sets out the terms and conditions for support of grant awards for research funded and administered by the Environmental Protection Agency (“EPA”) for and on behalf of the Climate Change Advisory Council (“Council”).

For the purposes of performing its statutory functions, the Council considers it necessary and/or appropriate to gather the information detailed in this research call, and the EPA is funding and administering this research call for and on behalf of the Council.

The Council was established pursuant to section 8(2) of the Climate Action and Low Carbon Development Act 2015 (the “2015 Act”). It is an independent advisory body tasked with assessing and advising on how Ireland is making the transition to a low carbon, climate resilient and environmentally sustainable economy by 2050.

The EPA provides the Council with services of a secretarial and administrative nature for the performance by the Council of its functions pursuant to section 9(18) of the 2015 Act. Such services are provided by the EPA through the Secretariat established by it for the Council for this purpose. Accordingly, unless the context otherwise requires, references to the EPA in remainder of this document, and all other documents relating to this research call, refer to the said Secretariat established by the EPA.

Applicants should read the following carefully in conjunction with other documentation provided (i.e. Guide for Applicants, Guide for Grantees, and research call technical description). All documentation referred to below is available from the EPA and/or Council websites (www.epa.ie or www.climatecouncil.ie).

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1. Funding

1.1 Funding to the agreed amount is provided on a discretionary basis by the EPA to the Grantee to undertake the project as specified in Annex A on a to be agreed date and to deliver the outputs stipulated therein. 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.

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

1.3 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 to certain projects; and in particular, if it is so reduced, the EPA may elect not to continue funding some projects, even if it continues to fund other projects.
- c. If the EPA ceases to fund the project for any reason, the Grantee shall not be entitled to recover from the EPA, the Council 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, the Council or the State.
- d. If the Grantee does not comply/has not complied with the EPA's requirements for grantees to ensure satisfactory completion of a project, the EPA may discontinue funding and decline to provide further funding for future projects. The EPA's requirements for Grantees are set out in the Guide for Grantees. 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.
- e. 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 for future projects 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.
- f. It is a condition of all Fellowships that the relevant host Institution must provide the EPA, within 3 months of the commencement of the project, a copy of the signed contract of employment in place between the host Institution and the researcher. Failure to provide the requisite documentation will result in further payments associated with the grant award being delayed.
- g. All funding provided is inclusive of VAT, if it is applicable.
- h. The agreed funding is fully inclusive of all costs (including but not limited to salaries, pension, accommodation, equipment, overheads), charges and expenses associated with the undertaking of the agreed research programme and the delivery of stipulated outputs (refer 1.1).

1.4 In addition to the provisions above, the EPA 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 EPA is satisfied that the project has encountered fundamental and undue delay or that the project has ceased.
 - d) Where the Principal Investigator is convicted of a criminal offence.
- 1.5 Supplementary funding to further or more closely investigate results from the project may be granted in exceptional circumstances. The work may take place prior to or after the original project completion date. Requests for supplementary funding must be suggested at least 3 months prior to the completion date of the project to the EPA. The work must be clearly additional to the work outlined in the original project proposal and must demonstrate significant added value to the project. Requests for supplementary work will only be considered in circumstances where the original reporting requirements for the project are completed in full to the satisfaction of the EPA. Supplementary funding will be strictly limited to a maximum value equal to 50% of the original project budget and subject to the availability of such funding from the EPA.

2. EPA requirements for Grantees

2.1 The Grantee shall comply with the following requirements:

- a. Carry out the project in accordance with the guidance (contained in the Guide for Applicants and the Guide for Grantees) and in accordance with the agreed budget and research proposal for the project at an agreed sum, inclusive of all costs, expenses & charges, to deliver the specified research and outputs within the specified period starting from an agreed date.
- b. Designate a lead organisation and Principle Investigator for the project. The Principle Investigator 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 obtaining prior written consent from the EPA;
- e. Ensure that the project is not altered or adjusted without obtaining prior written consent from the EPA;
- f. Submit to the EPA, if requested, 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, if requested, prior to the commencement of the project up-to-date copies of Public and Employers Liability policies. The Grantee, by accepting this research award, confirms 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 complies with Public Procurement Guidelines for Goods and Services.

- 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 including the financial and payroll records of the project at any reasonable time;
 - o. Ensure the maintenance of a record of personnel, and their time (in days), involved in the project and, if requested, make this record available to the EPA or its appointed representative for inspection;
 - p. Make reference to the support received from the EPA for and on behalf of Council, and the Irish Government in any publicity or promotional activities relating to the project and respect copyright laws in any publication;
 - q. 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.
 - r. Where relevant, any biodiversity occurrence data collected as part of the research project must be lodged/archived with the National Biodiversity Data Centre (<http://www.biodiversityireland.ie/>)
- 2.2 Comply with dissemination and communication requirements as described in the Guide for Applicants and Guide for Grantees.
- 2.3 All research grant awards funded by the EPA for the Climate Change Advisory Council are required to ensure open access as stated in the Guide to Applicants.

3. Adjustments to costings

- 3.1 Funding is based on the amounts set out in in the final agreed budget. 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. retained for a minimum period of three years after the conclusion of the project or seven years after the year in which the expenditure is incurred whichever is the greater.
- 4.2 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. It should also be noted that normal accounting rules and procedures require that all financial records and information should be retained for seven years after the financial period to which they relate.
- 4.3 The Grantee shall comply with interim and final reporting requirements (technical and financial) as set out in the Guide for Grantees. 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 Clause 1.3 of these Terms and Conditions.
- 4.4 The EPA may, alter or amend any reporting or monitoring provision where the EPA believes the proper management of the research (including the proper supervision of the project) so requires. The EPA will notify the Grantee in such circumstances.

5. Payment of the grant

- 5.1 Payments shall be made to the Grantee as follows:
- a. 50% of agreed funding within three months of commencement (advance)
 - b. 25% at the end of 12 months (subject to conditions outlined in the Guide to Grantees)
 - c. 25% on satisfactory completion of project (subject to conditions outlined in the Guide to Grantees)
- and in response to approved claim documentation (advance payment excepted), with the first payment expected within 3 months following the stipulated commencement date (in letter of Award Notification).
- 5.2 Advance and subsequent payments shall be made to the Grantee, as described in the Guide for Grantees. Payments will only be made in respect of eligible costs as described in the Guide for Applicants.
- 5.3 All payments shall be made to the Grantee.
- 5.4 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.
- 5.5 No liability shall attach to the relevant Minister(s), the Funding Department(s), the State, the EPA, the Council or its appointed representatives, in respect of any delay, howsoever caused, in any payment to the Grantee pursuant to this Agreement.

6. Project Completion / Termination

- a. Without prejudice to paragraph 6.b, the project shall finish on the date specified in the Notification of Award of Research Grant, 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.

- b. Normally, action by the EPA to suspend or terminate a research grant will be taken only after the Grantee has been informed by the EPA of any deficiency on the part of the Grantee or the principal investigator and given an opportunity to correct it. However, the EPA may immediately suspend or terminate the research grant without notice when it reasonably believes that such action is required to protect the interest of the EPA or the research grant. Suspension or termination of a research grant shall be notified in writing to the Grantee with a copy also issued to the organisation's research office and project partners, and will take effect on the date indicated in the notification.
- c. The Grantee is required to submit within 42 days after the effective date of termination, all required reports and deliverables relating to the work carried out up to that date. In the absence of receipt of such documents within the above time-limits, the EPA may determine not to make any further payments in relation to the research grant. Where a project is terminated the retention payment (i.e. 25% of the total grant aid related to the project) will not be made.
- d. In the event of termination any financial contribution from the EPA is limited to those eligible costs incurred and accepted up to the effective date of such termination (the maximum payment in such circumstances shall not exceed 85% of the total grant aid related to the project. If these accepted costs are less than payments already advanced the Grantee shall refund the EPA the unspent/uncertified portion of the payments advanced.
- e. In the event of a project being terminated, the EPA reserves the right to consider the Grantee to be ineligible to apply for future funding for a 2-year period starting from the termination date of the project. However, the individual may assist as an unpaid advisor on specific projects under the EPA Research Programme.
- f. Should the principal investigator be unwilling or unable, for any reason whatsoever to continue their involvement in the project (including but not limited to retirement, ill-health, resignation, dismissal or termination of contract), the lead organisation shall notify the EPA which shall have the option to terminate the project and grant. Alternatively, the EPA may agree to the appointment of a new principal investigator.
- g. Should the principal investigator cease to be employed by the lead organisation, the EPA and the lead organisation may agree the appointment of a new principal investigator or, in default of agreement, terminate the project and grant. Alternatively, the EPA may instead, with the agreement of the lead organisation, arrange for the project to be completed by the principal investigator and / or her/his new employer under the terms set out in this Agreement.
- h. If work does not begin on the project within two months of the agreed start date, as stated in the Notification of Award of Research Grant, the project may be cancelled and the advance payment must be reimbursed in full to the EPA.
- i. In all matters pertaining to the termination of an EPA grant award the EPA's decision will be final.

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 (including electronic correspondence).

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.

Nothing in the Terms and Conditions of funding for the project shall constitute a partnership or joint venture or establish a relationship of agency between the Parties hereto, nor shall the Research Grant Award, or the operation thereof or the provision of any services by the EPA, the Principal Investigator, the Research Team or the Research Body be construed as evidence of any contract of employment between the EPA and any member of the Research Team or any servant or agent of the Research Body, which is expressly denied.

Neither the Principal Investigator nor any member of the Grantee's Research Team, nor any servant or agent of the Research Body shall be, nor in any way represent themselves to be an agent of the EPA or the Council, and none of them shall have any authority to enter into any obligation on behalf of the EPA or the Council or to bind the EPA or the Council in any way, which is expressly denied.

10. Data Protection Law

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 GDPR, for the purposes of carrying out, administering and/or publicising the research project 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 Council shall mean the Climate Change Advisory Council, its members, servants and agents as applicable.

All references herein to the EPA shall mean the Environmental Protection Agency, its employees, servants and agents as applicable. Where the EPA wishes to inspect the premises of any Grantee but does not undertake this task itself, 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.

Annex A

This section will be updated according to agreed negotiations and will list agreed outline, reporting requirements, project management and submission of final reports and datasets as outlined in the Guide to Grantees.