

Ref No. «Reference»

## Appendix 3

### GRANT OFFER TERMS AND CONDITIONS

Please note that it is a strict condition of this grant offer that all expenditure must be incurred and a valid claim for payment submitted to BIM within the timescales set out below. If you commence work on the project and do not complete within the timescales as set out below, expenditure on work already commenced but not completed will not be eligible for consideration in any future calls for projects, as already advised in our letter of acknowledgement. This grant has been approved under Commission Regulation (EC) 508/2014 and the rules of the European Maritime and Fisheries Fund and its implementing and other regulations apply.

#### CONDITIONS OF GRANT OFFER FOR GRANT APPLICATION

#### BETWEEN

1. An Bord Iascaigh Mhara of Crofton Road, Dún Laoghaire, Co. Dublin (hereinafter referred to as "BIM"); and
2. «OrganisationName» (hereinafter referred to as "the Grantee")

#### WHEREAS:

- A. BIM has been entrusted by the Department of Agriculture, Food and the Marine (DAFM) with the implementation, management, supervision and operation of the schemes under the Brexit Adjustment Reserve.
- B. BIM has agreed, following a call for applications under the Brexit Blue Economy Enterprise Development Scheme issued on «SubmissionDate», to grant-aid the Grantee to carry out :  
  
Project Type 2    Mentoring and Capacity Building and  
Project Type 3    Upskilling and Training  
(hereinafter referred to as "the Programme")
- C. BIM and the Grantee agree that grant-aid will be made available to the Grantee for «FundTypeName» on the terms and subject to the conditions set out herein.
- D. This grant is provided in accordance with the De Minimis Regulation (1407/2013).

## 1. The Term

- 1.1 Agreement and the obligations of the Grantee hereunder shall commence on the date of signing hereof and shall continue until 31/12/2023 unless sooner terminated pursuant to Clause 9.

## 2 The Programme

- 2.1 The Grantee shall agree to undertake the Programme as defined in the grant application and any other amendments agreed in writing by BIM and appended to this Letter of Offer.
- 2.2 In signing / agreeing to this Letter of Offer, the Grantee agrees to carry out and complete the Programme subject to the terms and conditions of this Agreement.

## 3 The Grant-Aid

- 3.1 Subject to the continuing performance by the Grantee of its duties and obligations as set out in this Agreement BIM agrees to make available to the Grantee Grant-Aid to a maximum of «AmountAwarded» (hereinafter referred to as "the Grant-Aid") as set out in Appendix 1.
- 3.2 If any of the programme commenced prior to the date of acknowledgement of receipt of the application by BIM, that portion of the programme shall be rendered ineligible for grant assistance.
- 3.3 Payment of the Grant-Aid will be made by BIM in a single instalment on completion of the programme.
- 3.4 The Grant-Aid shall be applied exclusively in discharging the costs incurred by the Grantee for the purposes of the Programme in accordance with application and approved by BIM.
- 3.5 An independent audit of the interim and final cost statements may be undertaken by a registered auditor, engaged by BIM, prior to any Grant-Aid payments by BIM, upon reasonable notice.
- 3.6 The Grantees' financial management system(s) must be open to inspection by BIM, its parent Department and/or the Department of Finance, or their appointees, for the purpose of their financial control and audit procedures.
- 3.7 No amendment to the budget outlined in this Grant-Aid shall be permitted except with the written consent of BIM and in accordance with Clause 6.
- 3.8 No expenditure incurred by the Grantee after the completion date of this Agreement shall be recovered or reimbursed from the Grant-Aid.
- 3.9 Payment of grants will be made when BIM is satisfied that the Grantee has met all of its obligations under the Grant. The Grantee acknowledges that as regards payment of the Grant-Aid, time shall not be of the essence and the Grantee shall not hold BIM, DAFM or any other party providing or processing funds liable for any delay in making payment of the Grant-Aid or any portion thereof.
- 3.10 Any monies owing to the Department of Agriculture, Food and the Marine and/or BIM, must be paid in full prior to the Grantee drawing down the grant.
- 3.11 Eligible expenditure is limited to the amounts specified in the Schedule of Expenditure.

## 4 Obligations on the Grantee

The Grantee shall:

- 4.1 Apply the Grant-Aid exclusively for the purpose for which it was intended.
- 4.2 Grantees must comply with the Department of Public Expenditure and Reform Circular 13/2014 – Management of and Accountability for Grants from Exchequer Funds. Where a Grantee is obligated to file full financial statements with the Companies Registration Office (CRO) those accounts must contain the following information:
  - Name of Grantor ((Circular 13/2014 Section 5, subsection 21 (a))
  - Name of Grant (Circular 13/2014 Section 5, subsection 21 (b))
  - Purpose of Grant (Circular 13/2014 Section 5, subsection 21 (c))
  - Accounting for Grants (Circular 13/2014 Section 5, subsection 21 (d))
  - Capital Grants (Circular 13/2014 Section 5, subsection 21 (e))
  - Employees (Circular 13/2014 Section 5, subsection 21 (f))
- 4.3 The Grantee shall have adequate financial control systems are in place to manage granted funds and shall ensure that proper books and records concerning the Programme are maintained, including records identifying the expenditure incurred on the Programme by the Grantee.
- 4.4 Applicants must notify BIM and make their books and accounts available to the Office of the Comptroller and Auditor General, when 50% or more of their total income in any 12 month period is sourced from Exchequer Funds.
- 4.5 Prior to making a claim for grant aid, Grantees are required to confirm that claims for grant funding are made on the basis of vouched expenditure; the invoices used to support their claims relate to activities and services appropriate to the grant scheme objectives; the amounts invoiced have been paid, and the invoices have not and will not be used in support of another claim for reimbursement from any other funder(s) (except as provided for in agreed joint-funding arrangements).
- 4.6 The applicant must complete a self-declaration confirming what if any deminimis aid they have received from any public body in the years 2020, 2021 and 2022. The total amount of deminimis aid to a single undertaking shall not exceed €200,000 over any period of 3 calendar years. Under the Fisheries Deminimis Regulation (717/2014) the total amount of deminimis aid to a single undertaking in the fishery and aquaculture sector shall not exceed €30,000 over any period of 3 calendar years.

## 5 Reporting Requirements

- 5.1 BIM requires the Grantee to submit all reports via an online grant management system.
- 5.2 The Grantee shall furnish BIM with their full financial statements to include the requirements of Circular 13/2014 as outlined in Clause 4.2, if obligated to file full financial statements with the CRO. The Grantee must furnish BIM with their full financial statements as filed with the CRO within one month of filing them with the CRO.

## 6 Modifications to the Project

- 6.1 The programme must be carried out within the agreed following timescales, unless otherwise agreed with BIM:
  - i. Work on the programme must not commence before the date of acknowledgement of the application.
  - ii. A final claim for payment of the grant assistance should be submitted to BIM within four weeks of

- the Programme end date as specified in the grant application or as agreed in writing with BIM.
- iii. This Programme must be fully completed with all appropriate invoices and evidence of payment presented to BIM by 30th September to provide adequate time for BIM to process the grant claim before the EU Commission specified deadline of the end of the Brexit Adjustment Reserve on 31st December 2023.

6.2 Overall expenditure claimed may not exceed that outlined in the total approved Programme.

## 7 Publicity

- 7.1 All publicity arising from the Programme shall carry an acknowledgement of the Brexit Adjustment Reserve (BAR) funding and BIM.
- 7.2 The Grantee may be reasonably requested from time to time, and shall be available, to provide an overview/update on the Programme to the media (newspapers, trade magazines, radio or television).
- 7.3 No later than three months after receipt of grant-aid, the Grantee shall publicly acknowledge the financial support of the Brexit Adjustment Reserve through either a post on social media of not less than 30 words, a short note on their website, where such a website exists, describing the impact of the training, proportionate to the level of support.
- 7.4 The Grantee may be reasonably requested from time to time, and shall be available, to provide an overview of the grant support received to the media (newspapers, trade magazines, radio or television)
- 7.5 BIM and the Department of Agriculture Food and the Marine will within six months of payment publicly acknowledge the aid provided via their website or other publications. This may include information such as the applicant/company name, the county, NUTS 2 Region, enterprise size (SME etc), economic sector, grant aid paid, % grant rate and portion funded under the scheme, date of payment, form of aid. This information will be made available to the general public without restriction and will be maintained for at least 10 years.

## 8 Grant Repayment

- 8.1 The Grantee must qualify as a Micro or Small Enterprise as defined under Commission Recommendation 2003/361/EC of 6 May 2003. If at any stage in the future the Grantee is subsequently found to have been outside of this definition, at the time of this Grant application, they will be liable to and hereby agree to repay the grant in full.
- 8.2 The Grantee must continue to comply with the rules of the CFP throughout the period of implementation of the Programme and for a period of five years after the final payment to the beneficiary. If it is determined by BIM that a beneficiary has committed one or more of the infringements set out in Article 11(1) of Regulation (EU) No 1139/2021 during those periods and has as a consequence become inadmissible to apply for aid, the aid must be reimbursed by the beneficiary.
- 8.3 A Grantee who has benefited from earlier unlawful aid declared incompatible by a Commission Decision (either as an individual aid or an aid under an aid scheme being declared incompatible) shall not be eligible for aid under this scheme until that applicant has reimbursed or paid into a blocked account the total amount of unlawful and incompatible aid and the corresponding recovery interest.
- 8.4 If Grantee breaches any of the terms of Circular 13/14 as set out in Clauses 4.2, 4.3, 4.4, 4.5, 4.6 and 5.2 of this Agreement, they will be liable to and hereby agree to repay the Grant in full.

## 9 Termination

- 9.1 This Letter of Offer shall terminate automatically upon the expiry of the term set out in Clause 1 above, unless previously terminated in accordance with Clause 9.2 below.
- 9.2 BIM may terminate this Letter of Offer upon written notice to the Grantee at any time in the event that:
- 9.2.1 This offer is not accepted, in the manner appended, within four weeks from the date of this letter.
- 9.2.2 The Grantee commits any material breach of this Agreement and fails to remedy such breach (if capable of remedy) to the reasonable satisfaction of BIM within thirty (30) days of receiving notice from BIM.
- 9.2.3 The Grantee, being a company, goes into liquidation (whether voluntary or compulsory) or receivership or has an examiner appointed to it, enters into arrangements with the Insolvency Service of Ireland or being an individual is declared bankrupt.
- 9.2.4 The Grantee fails to carry out the grant in accordance with the Agreement.
- 9.2.5 The Grantee provides any information (including in relation to expenditure) or report to BIM or its agents which is inherently or substantially incorrect or inaccurate.
- 9.2.6 If the Grantee is approved for Grant-Aid on the same expenditure under any other scheme operated by any other Government Department or State Agency.

## 10 Intellectual Property

- 10.1 BIM acknowledges that the Grantee will own all rights to any intellectual property generated by the Project.

## 11 Data Protection Act

- 11.1 BIM will be the Data Controller with regards to the Grantee's personal data involved in this scheme.
- 11.2 BIM will process the Grantee's personal data in accordance with "Data Protection Legislation". Data Protection Legislation shall mean the data protection and information privacy laws of Ireland and the European Union including but not limited to, the Data Protection Acts 1988 -2018 and any legislation from time to time which implements or amends the GDPR or Directive 2002/58/EC all as amended or replaced from time to time, and any other legislation, codes of practice, guidance, guidelines and/or opinions regarding data protection produced by the European Data Protection Board and the Data Protection Commission.
- 11.3 BIM will process the Grantee's personal data only to the extent, and in such a manner, as is necessary for the purposes specified in this Letter of Offer and in accordance with BIM's Privacy Notice available on our website unless otherwise required to do so by applicable laws and shall not process the personal data for any other purpose other than those expressly stated herein.
- 11.4 The law full basis applicable for the processing of information is performance of a contract as contained within Article 6 (1) (b) of the GDPR. Therefore, as a Data Controller, BIM will keep and process information about the Grantee's to carry out the obligations arising from any contracts entered into between the Grantee's and itself.
- 11.5 The Grantee's personal data that BIM processes may be shared with government departments, national or EU agencies with responsibility for the marine, online application administration, grant administration, training awards or accreditation where it is necessary and relevant, for example, the Department of Agriculture, Food and the Marine (DAFM) or Failte Ireland for statistical purposes or to provide intelligence for BIM to develop future grants. However, we ensure to share only the minimum personal data that is required to be processed to achieve the purposes mentioned in this letter of Offer.

- 11.6 In limited and necessary circumstances, information may be transferred outside of the EEA to comply with BIM's legal or contractual requirements. However, if information is transferred BIM will ensure to have in place the necessary safeguards including standard contractual clauses to ensure adequate security.
- 11.7 BIM does not engage in fully automated decision making which has significant or legal effects on you in the provision of our services.
- 11.8 BIM will implement and maintain such technical and organisational security measures as may be required to comply with the data security obligations under the Data Protection Legislation.
- 11.9 BIM ensures that persons authorised to access and process personal data are bound by confidentiality provisions.
- 11.10 BIM will retain the Grantee's information in accordance with its Data Retention Policy. BIM will ordinarily process your personal data throughout the course of a Grantee's relationship and will then retain it for a period after that. The precise length of time will depend on the type of data, our legitimate interests and other legal or regulatory rules that may require us to retain it for certain minimum periods.

## **12 Indemnity**

- 12.1 The Grantee shall indemnify and keep indemnified BIM and DAFM against all reasonable costs, loss, damage and expenses sustained by either of them and against any claims that may be brought by any partner, employee, agent, sub-contractor or any third or other party arising out of the Project, whether by reason of, or on account of, the breach, default, neglect, non-performance or non-observance by the Grantee or any of them of the terms and conditions of this Letter of Offer.

## **13 Governing Law and Arbitration**

- 13.1 This Agreement shall be governed by Irish law and all disputes arising from this Agreement or the relationship between the parties shall be dealt with initially by mediation between the parties and if that fails, it shall be referred to arbitration by the parties under the Arbitration Acts 1954-1980.

## **14 Special Conditions**

[To include Conditions specific to the project, if applicable]

IN WITNESS whereof the parties hereto have executed this Agreement the date first written above

Date: .....

\_\_\_\_\_  
Signed for and on behalf of BIM

Date:.....

\_\_\_\_\_  
Signed for and on behalf of the Grantee

