

## Terms and Conditions Brexit Sustainable Aquaculture Growth Scheme

### 1. The Term

1. Agreement and the obligations of the Grantee hereunder shall commence on the date of signing hereof and shall continue for a period of **«EndDate»** unless sooner terminated pursuant to Clause 13.

### 2. Project

1. The Grantee shall agree to undertake the work necessary to carry out the Project and the proposed work-plan as outlined as defined in the grant application and any other amendments agreed in writing by BIM and appended to this Letter of Offer.
2. In signing this Letter of Offer, the Grantee agrees to carry out and complete the Project subject to the terms and conditions of this Agreement.
3. The Grantee shall not amend, deviate from or depart from the Project plan except with the written consent of BIM.

### 3. The Grant-Aid

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 Schedule 1.
2. If any of the work to which the investment relates commenced prior to the date of acknowledgement of receipt of the application by BIM, that portion of the investment shall be rendered ineligible for grant assistance.

3. Payment of the Grant-Aid will be made by BIM in a single instalment on completion of the project or phase covered under a single application.
4. The Grant-Aid shall be applied exclusively in discharging the costs incurred by the Grantee for the purposes of the Project in accordance with the budget submitted by the Grantee as part of the Project proposal and application form (“the Application”) and approved by BIM.
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.
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.
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 8.
8. No expenditure incurred by the Grantee after the completion date of this Agreement shall be recovered or reimbursed from the Grant-Aid.
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.
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.
11. Eligible buildings, plant, machinery and equipment purchased shall be regarded as qualifying for grant aid only if purchased new.
12. Eligible expenditure is limited to the amounts specified in the Schedule of Expenditure.

#### 4. Obligations on the Grantee

1. Apply the Grant-Aid exclusively to the Project and apply the grant aid for the purpose for which it was intended.
2. Not abandon or vary the Project without the written consent of BIM.
3. The Grantee shall obtain and comply with the conditions of all necessary and appropriate authorisations, consents, permissions, and licences required in the opinion of BIM for the completion of the project from all governmental, local, and other regulatory authorities and shall submit evidence to BIM of having received same.
4. The Grantee shall maintain an accounting system for all transactions relating to the investment to be aided and must make this and all supporting documents available, as and when required, for examination by Officers of BIM and the Department of Agriculture, Food and the Marine. Records shall be maintained by the Grantee for ten years following the year the final payment has been made.
5. The Grantee shall comply with government regulations on tax clearance procedures and where requested furnish to BIM, details of current Tax Clearance confirmation from the Revenue Commissioners.
6. Eligible expenditure which forms all or part of a claim from a Grantee, will be vouched and certified by the Grantee’s auditors and that satisfactory arrangements shall be made for

the financing of the project by the Grantee and that these arrangements will be certified by the Grantee's auditors.

7. 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))
8. The Grantee shall have adequate financial control systems in place to manage granted funds and shall ensure that proper books and records concerning the Project are maintained, including records identifying the expenditure incurred on the Project by the Grantee.
9. Grantees in receipt of annual funding equivalent to €50,000 and above are required to submit a Certificate of Assurance with each grant claim confirming that they have adequate financial control systems in place and to confirm that the grant funding provided was used in accordance with the terms and conditions of the grant. The Certificate must be signed by the CEO (or an appropriate person at management level) which could also include the Chairperson of the Board (where relevant and appropriate). The Certificate will also provide an opportunity for Grantees to disclose any instances of non-compliance or controls breaches reported during the year; and the associated corrective actions undertaken by the Grantee.
10. Officers of BIM and the Department of Agriculture, Food and the Marine, or the European Commission (EC), or their agents, shall be allowed access to the Grantee's premises at all reasonable times for the purpose of assessing the progress of the investment and examining the financial and other records relating to it.
11. 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.
12. 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).
13. Contracts for the construction of buildings and the supply of plant, machinery and equipment shall be entered into on a competitive basis. Quotations shall be obtained, where practicable, and the lowest quotation , or in the event of a tender, the most economically advantageous tender shall form the basis of assessment for calculation of the grant unless otherwise agreed with BIM.
14. The Grantee shall keep buildings, plant, machinery and equipment, in connection with which the grant is made, insured against loss or damage through fire, storm or flood. If there be such damage or loss, the entire insurance compensation received by the Grantee

shall be used to restore the property so damaged or lost, unless otherwise agreed with BIM.

## 5. Project Management

1. The Grantee shall nominate a Project co-ordinator for the Project ("the Project Co-ordinator). The Project co-ordinator shall:
  1. Oversee the co-ordination of the Project to ensure that all deliverables are met.
  2. Ensure compliance with technical and financial reporting requirements as detailed in Clause 6.
  3. Liaise with BIM on all Project matters.

## 6. Reporting Requirements

1. The Grantee shall provide BIM with financial and technical reports once every three months.
2. The first interim reports are due on the last day of the third month after the signing of the Letter of Offer.
3. All Project reports should be submitted electronically to BIM in the format specified.
4. Interim technical reports shall be furnished on a three-monthly basis (in a format to be supplied by BIM) and will clearly detail, e.g., progress on the Project in relation to the work plan, outputs (publications etc.), difficulties arising, actions planned to overcome these difficulties, data management issues, etc.
5. BIM requires the Grantee to submit all reports via an online grant management system.
6. The granting of this award may be made public by BIM or by the Government and include such information as the name of the grantee, the subject of the grant, the dates of the award and the amount of grant aid committed or expended by BIM.
7. The Grantee is required to have arrangements in place for an appropriate type and frequency of financial and performance reporting, with access to relevant records kept by the grantee including expenditure profiles, cash profiles, regular management accounts, and annual audited financial statements, as appropriate.
8. The Grantee shall furnish BIM with their full financial statements to include the requirements of Circular 13/2014 as outlined in Clause 4.7, 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.

## 7. Deductions from and Withholding of Grant-Aid Payments

1. Where the Grantee fails to comply with financial and technical reporting requirements as detailed in Clause 6 of the Letter of Offer, BIM shall make deductions from the Grant-Aid.
2. Failure to furnish financial reports, cost statements or certification statements to BIM to enable the certification of expenditure not later than three months after the end of the reporting period for which it is due will result in deductions from the value of costs claimed. Any queries regarding cost statements from either BIM, its officers or agents must be resolved within one month. Failure to comply with this requirement will incur a deduction at a rate of 1% of total grant aid per month late.

## 8. Modifications to the Project

The investment for which the Grant-Aid is provided must be carried out as specified in the application. If it should become necessary to modify any element of the Project, affecting the legal status of the Grantee or the objectives of the Project or its technical characteristics or the profitability or location of the Project.

1. *Project Timeframe*

1. The investment must be carried out within the agreed following timescales, unless otherwise agreed with BIM:
  - i. Work on the project must not commence before the date of acknowledgement of completion of the eligibility checks on your application.
  - ii. A final claim for payment of the grant assistance should be submitted to BIM within four weeks of the project end date as specified in the grant application or as agreed in writing with BIM.
  - iii. This project must be fully completed with all appropriate invoices and evidence of payment presented to BIM by 30th October 2023 to provide adequate time for BIM to undertake an asset verification visit and to process grant claim before the EU Commission specified deadline of the end of the Brexit Adjustment Reserve on 31st December 2023.
2. Changes to the timing of individual tasks may be made without prior notice to BIM on condition that all changes are clearly outlined and justified in the appropriate section of the next interim report.
3. Changes to the overall timeframe of the Project (i.e. project extensions) require prior written approval from BIM. Where changes are approved this will not imply any additional cost. Delays, or potential delays, shall be notified to BIM at the earliest opportunity.

2. *Project Technical Characteristics*

1. The investment must be carried out as specified in the application. If it should become necessary to modify any element of the Project including the objectives of the Project or its technical characteristics or the profitability or location of the Project, written approval is required from BIM.

3. *Budget Expenditure*

1. Overall expenditure claimed may not exceed that outlined in the total approved award.
2. Expenditure claimed on other budget categories may vary from that outlined in the approved award budget providing the reasons for such differences:
  - i. Are clearly outlined in the interim report;
  - ii. Provide a clear benefit to the Project
3. BIM may request further information on any changes made, or retrospectively refuse or penalise any changes made where the above conditions have been breached.

**9. Monitoring**

1. BIM retains the right at its sole discretion to appoint a technical monitor for the full term of the Project and, if necessary, from time to time, appoint a replacement monitor, upon notice to the Grantee. The technical monitor will act as an agent of BIM. The Grantee shall

provide BIM or its technical monitor with any information relating to the Project as BIM may reasonably request from time to time.

2. From time to time, at the request of BIM, the Grantee shall make its representatives available on reasonable prior notice (not to exceed thirty (30) days) to discuss the progress of the Project or any matters relating to the Project with a representative or representatives of BIM and/or its technical monitor.

## 10. Publicity

1. The Grantee shall abide by and comply with any existing and future publicity measures reasonably required by BIM and notified in writing by BIM (Schedule 2).
2. All publicity arising from the Project shall carry an acknowledgement of the Brexit Adjustment Reserve (BAR) funding and BIM.
3. The Grantee may be reasonably requested from time to time, and shall be available, to provide an overview/update on the Project to the media (newspapers, trade magazines, radio or television).

## 11. Grant Repayment

1. Should the Grantee, without the prior consent of BIM, sell, transfer, alienate or otherwise dispose of the grant aided asset(s) the Grantee shall and repay to BIM so much of the said Grant-in-aid in the proportion to which the unexpired portion of the term of five years bears to the full term of five years at the date of the happening or event giving rise to such repayment and such monies shall be recoverable by BIM from the Grantee as a simple contract debt;
2. The Grantee must continue to comply with the rules of the CFP throughout the period of implementation of the project 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.
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.
4. If Grantee breaches any of the terms of Circular 13/14 as set out in Clauses 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 6.7 and 6.8 of this Agreement, they will be liable to and hereby agree to repay the Grant in full.

## 12. Termination

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 12 below.
2. BIM may terminate this Letter of Offer upon written notice to the Grantee at any time in the event that:
  1. This offer is not accepted, in the manner appended, within two weeks from the date of this letter.
  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.

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.
4. The Grantee fails to carry out the project in accordance with the Agreement.
5. The Grantee abandons the investment or reduces the scale of the investment envisaged.
6. 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.
7. 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.

### 13. Intellectual Property

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

### 14. Data Protection Act

1. BIM will be the Data Controller with regards to the Grantee's personal data involved in this scheme.
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.
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.
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.
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.
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.
7. BIM does not engage in fully automated decision making which has significant or legal effects on you in the provision of our services.
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.
9. BIM ensures that persons authorised to access and process personal data are bound by confidentiality provisions.

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.

**15. Assignments**

1. This Agreement or the benefit thereof may not be assigned or sub-contracted by the Grantee in whole or in part without the prior written consent of BIM.

**16. Indemnity**

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.

**17. Governing Law and Arbitration**

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.

**18. 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

**Publicity Requirements**

The Grantee may be reasonably requested from time to time, and shall be available, to provide an overview/update on the Project to the media (newspapers, trade magazines, radio or television). All media releases concerning Projects should be submitted to BIM for information.

Where a Project has received grant aid of up to €500,000, grantees are required to adhere to the following:

1. During the implementation phase of the project, the Grantee shall provide on their website, where such a website exists, a short description of the project, proportionate to the level of support, including its aims and results, and highlighting the financial support from the Brexit Adjustment Reserve.



2. The Grantee shall place at least one poster with information about the project (minimum size A3), including the financial support from the Brexit Adjustment Reserve, at a location readily visible to the public, such as the entrance / reception area of the appropriate building. Both the website content and the poster shall be prepared in accordance with the technical characteristics which will be supplied to the Grantee by BIM prior to completion of the project.

Where a Project has received grant aid in excess of €500,000 grantees are required to adhere to the following:

3. During the implementation phase and prior to completion of the project and drawdown of the grant, the Grantee shall erect a permanent plaque. The plaque shall be of significant size (at least A2) at a location readily visible to the public, such as the main public entrance to the processing plant / offices. The plaque shall state the name and the main objective of the project and shall be prepared in accordance with the technical characteristics which will be supplied to the Grantee by BIM prior to completion of the project.

No later than three months after receipt of grant-aid, the Grantee shall issue a press release to the local media describing the investment and acknowledging the Brexit Adjustment Scheme support. A copy of the press release and any articles resulting from it shall be submitted by the grantee as part of their grant claim.

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, vessel 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.