

## Terms and Conditions Sustainable Part B

In addition to the special requirements listed in the descriptions of the interventions possible under this scheme (See section Description of Intervention), the following apply in every case.

1. To qualify for grant aid the following terms and conditions must be met in all cases. Applications that fail to meet these criteria will be deemed ineligible and will not be considered further.

a. The Managing Authority for the scheme is the Department of Agriculture, Food and the Marine;

b. The Implementing Authority (Intermediate Body) for this scheme is Bord Iascaigh Mhara.

2. The date for eligibility for funding under the scheme is (date of grant submission), or the date of the letter of acknowledgement of receipt of application, whichever is the later, or with the exception of applications made under Part C 5 Certification & Responsible Fishing Schemes, the date for eligible expenditure is the submission date.

If any of the work or expenditure incurred to which the investment relates, commenced prior to the dates as outlined above, then that portion of the investment shall be rendered ineligible for grant aid.

3. Funding for all projects under this scheme is subject to monies being available to BIM on a yearly basis throughout the Estimates process and the Board is not obliged to approve or pay grants beyond the budget that has been allocated to a project in a given year.

4. The timing of payments of grants is subject to the availability and demand for funds in the Programme and this may vary from time to time. Consequently, the Beneficiary should expect to raise adequate bridging finance for the grant pending its receipt.

5. The investment shall be carried out as specified in the application, the published documentation of the scheme, the letter of offer and these terms and conditions. If it should become necessary to modify any element of the project, affecting:

a. the legal status of the Beneficiary;

b. or the objectives of the project or its technical characteristics or the profitability;

c. or location of the project;

d. or the timescale for its implementation.

e. the omission or substitution of any of the approved work or equipment, then prior written approval must be obtained before any modifications can qualify for grant assistance.

6. Please note that approval is issued on the understanding that no grant aid has been paid or will be paid by any other State agency towards the cost of the equipment or completed work included in a project.

7. Only applications submitted on the official application form will be considered for grant approval.

a. Commission Delegated Regulation (EU) 2015/288 applies to this Scheme. BIM will examine applications to establish admissibility under that Regulation. Applications from operators which are inadmissible will be excluded from support under this Scheme for the inadmissibility period concerned.

8. Acknowledgement of an application does not constitute any form of entitlement to grant aid nor should the applicant constitute any assistance given by officers of BIM as an indication that grant aid will become available.

9. The commencement date of a project is the date shown in the letter of acknowledgement, issued by BIM, following receipt of an official application form.

10. Offers of grant aid automatically expire on the date shown in the letter of approval or otherwise advertised by the Intermediate Body.

No minimum level of expenditure applies to this measure however a maximum level may apply in respect of individual items and the application as a whole.

11. The implementing authority reserves the right to alter or amend the conditions of a scheme or to suspend a scheme or to substitute a scheme for a different scheme.

12. The Beneficiary of grant aid should be aware that the grant awards may be made public by the Agency or Government Department.

13. The Beneficiary shall indemnify and keep indemnified BIM against all costs, loss damage and expenses sustained by them and against any claims that may be brought by any partner, employee, agent, sub-contractor or any kind or other party arising out of a project whether by reason or on account of breach, default, neglect, non-performance or non-observance by the Beneficiary or the partners of any of them of the terms and conditions of the scheme and/or BIM Agreement or otherwise.

14. The Beneficiary shall obtain and comply with the conditions of all necessary statutory authorisations, consents, permissions and licences required under existing EU and national legislation and shall submit evidence of having received same.

15. The grant approval is made, and grant paid in accordance with relevant regulations and operating procedures.

16. Compliance with Government Regulations on tax clearance procedures is mandatory. These regulations require the tax compliance of the Beneficiary of the grant, as well as contractors and subcontractors engaged on the project.

a. A current Tax Clearance Certificate from the Revenue Commissioners in applicants name, valid at the time of payment of the grant, will be required for grants on excess of €10,000 or a combination of grants exceeding €10,000 within any 12- month period;

b. In the case of grant aid less than €10,000 within any 12-month period, the grantee will be required to complete a tax compliance declaration.

17. Both the lead applicant and any project partner must comply with the provisions of the Data Collection Regulation at the time of grant payment.

a. In the case of grant aid of €10,000 or more within any 12 month period, the grantee is required to produce a complete economic assessment form (available from BIM) certified by their accountant;

b. In the case of grant aid less than €10,000 within any 12-month period, the grantee period, the grantee is required to complete an economic assessment declaration.

18. The applicant will, if required, demonstrate to the satisfaction of the implementing authority its legal identity.
19. The applicant will, if required, demonstrate financial viability (at an organisation or individual level as appropriate).
20. The applicant will, if required, provide evidence that they are able to manage and carry out the project in a satisfactory manner.
21. The applicant is encouraged to provide detailed information on the cost-effectiveness and value for money of the project proposed. Applicants should note that the cost effectiveness and value for money will be assessed in every case during the selection process.
22. Unless otherwise agreed in advance, products which become commercially important solely as a result of EU/Exchequer funded project remain the property of BIM until such time as an agreement is reached with the grantee and other interested parties.
23. How BIM will use applicants' information: a. Information including PPSNs and other tax numbers used in the processing of this grant application will also be used in the processing of BIM's end of year returns and disclosed to Revenue as set out in the Code of Practice for the Governance of State Bodies (Department of Finance 2009).
24. Freedom of Information:
  - a. BIM will not release any information received as part of this application except as maybe required by law, including the Freedom of Information Act, 1997. In the event of an FOI request, the client will be given reasonable advance notice in order to contest such disclosure.

#### **In-eligible costs**

25. Expenditure incurred prior to an acknowledgement of receipt of an application by BIM, pursuant to each public call for projects, shall be deemed ineligible.
26. VAT is not eligible for grant aid unless the grantee can show that he/she is unable to recover it.
27. Cash payments are not eligible for grant aid.
28. The Beneficiary's own labour costs are not eligible for grant assistance.
29. Costs associated with the second-hand equipment.
30. Costs associated with direct employment.
31. Cost of Housing.
32. Service and maintenance contracts.
33. Second-hand buildings, plant, machinery, equipment, boats, etc. and any associated installation costs.
34. Work carried out directly or indirectly by the applicant or by a company, in which the applicant or by a company, in which the applicant has an interest, will not be eligible for grant aid.
35. Repairs and maintenance work as well as the replacement of existing equipment and machinery, except where the replacement involves the purchase of equipment and machinery of another type

which is therefore different either in terms of the technology employed or its absolute or hourly capacity. The purchase of new equipment must represent an improvement for the beneficiary and in this context new machinery with a lower capacity is not excluded, provided the new equipment is better suited to the beneficiary's needs.

36. Provisional work not directly linked to the implementation of a project except where it makes possible a reduction in overall project cost.

37. Landscaping, other embellishment works, except those specifically required as a condition of planning and recreational equipment costs.

38. Goods purchased under leasing agreements.

39. The purchase of material which is normally written off within a year.

40. Goods purchased under Hire Purchase agreements.

41. Purchase of vehicles for passenger transport is ineligible as are vehicles required for market distribution.

42. Consultancy costs not directly related to the planning, preparation and execution of the project, including costs of management consultancy.

43. here a proposal includes any action with the potential to impact a Natura 2000 site special procedures may apply. In these cases, the Independent Expert Evaluation Committee will assess the project's strategy for carrying out the project consistent with NATURA legislation.

## **Procurement**


44. Procurement policy and practice (for goods or services supplied as part of this project) must in line with the public sector procurement Directive 2014/24/EU (22 February 2014) and conform to certain core principles and National Guidelines. In every case procurement must be:

- a. Accountable;
- b. Competitive;
- c. Non-discriminatory and provide for equality of treatment;
- d. Fair and transparent;
- e. Conducted with probity and integrity.

45. The following thresholds apply in relation to works and related services contracts (including recruitment of project personnel) awarded by the Grantee in the context of this project:

### Procurement Requirements for Grant Aid for EMFF Co-funded Schemes

**Table 1:**

Spend Type	Eligible Expenditure	Complexity 		
		Category 1 Public (BIM) Projects	Category 2 Private Project (0% to 50% Grant Aid)	Category 3
Supplies & Services	<€5,000	1 Quote	1 Quote	2 Quotes
	€5,000 to €24,999	3 Quotes	3 Quotes	3 Quotes
	€25,000 to €209,000	Government E-tender	3 Quotes	Government E-tender
	≥ €209,000	Government E-tender and EU OJEU	3 Quotes	Government E-tender and EU OJEU
Works	<€50,000	Government E-tender	3 Quotes	5 Quotes or Government E-tender
	€50,000 to €5,225,000	Government E-tender	3 Quotes	Government E-tender
	≥ €5,225,000	Government E-tender and EU OJEU	3 Quotes	Government E-tender and EU OJEU

**Note: these thresholds are as applicable when the scheme was published. Current threshold at January 2022 are €215k for supplies and services and €5,382k for works.**

46. The following regulations should also be adhered to:

- a. DIRECTIVE 2014/24/EU OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 26 February 2014;
- b. National Public Procurement Guidelines;
- c. Circular 13/14.

47. The investment must be carried out as specified in the published documentation of the scheme, the letter of offer and these Terms & Conditions. If it should become necessary to modify any element of the project, which would affect any of the following:

- a. the legal status of the Grantee;
- b. the objectives of the project or its technical characteristics;
- c. the location of the project; d. the timescale for its implementation; e. the omission or substitution of any of the approved work or equipment, then, prior written approval must be obtained from BIM before any such modifications can qualify for grant assistance.

48. Buildings, Plant, Machinery and Equipment.

- a. Contracts for construction of buildings and the supply of plant, machinery and equipment be entered into on a competitive basis consistent with Public Procurement Rules;
- b. Only buildings, plant, machinery and equipment purchased NEW shall be regarded as qualifying for grant aid unless specified in letter of offer;
- c. Plans and specifications shall be furnished to BIM before the commencement of buildings works and the Company will have due regard to any points raised by BIM in connection therewith,

d. The beneficiary will make satisfactory provision, while building works are under construction, for having them insured against loss or damage through fire, explosion, storm or flood and a copy of the insurance certificate to be sent to BIM for examination;

e. The beneficiary must produce proof that any third-party contractors engaged by him must have a current tax clearance certificate.

49. The beneficiary will keep any building, plant, machinery and equipment in connection with which the grant is made, insured against loss or damage through fire, storm or flood and the BIM's interest will be noted on the policy of insurance. 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 agreed with BIM. The beneficiary will make arrangements with its underwriters that BIM will be informed of any failure to renew the policy of insurance.

#### **Publicity and Reporting Requirements:**

50. The contribution of the Irish Exchequer and EMFF 2014-2020, will be acknowledged in all brochures, promotional material, press releases, publicity activity, advertisements, signage, reports, letters, etc by use of appropriate logo and text reference.

51. Beneficiaries are advised that acceptance of funding constitutes an acceptance to comply with section 2.2 of Annex XII of Commission Regulation 1303/2013 and with Articles 4 and 5 of Commission Implementing Regulation 821/2014.

52. Beneficiaries are advised that acceptance of funding constitutes an acceptance of inclusion in a list of operations which will be published in accordance with Article 119(2) of 508/2014.

53. Officers of BIM, the Department of Agriculture, Food and Marine, or the European Commission or their agents, must be allowed access to all reports, manuals and official documentation including financial and other records arising out of such an activity for the purpose of assessing the progress of the investment.

54. Progress on implementation of the investment will be monitored on an on-going basis and for this purpose progress reports and any other information relating to the project must be furnished promptly to BIM, whenever requested.

55. Access shall be allowed to the Beneficiary's premises at all reasonable times for the purposes of assessing the progress of the investment and examining the financial and other records relating to it.

56. Projects grant-aided under the European Maritime Fisheries Fund are deemed to be for the "public good" and as such it is intended that the results be widely disseminated within the seafood industry through appropriate means (including industry publications etc.). The Beneficiary shall be responsible for ensuring that the work carried out and any report, or other publications arising shall not infringe the intellectual property rights, including copyright, of any third party's rights. "This report does not necessarily reflect the views of BIM and in no way anticipates any future opinion of BIM" and shall acknowledge the assistance of the European Maritime Fisheries Fund, EU Structural and Investment Funds Programme 2014-2020 and BIM in the form of the relevant logos.

## **Making a Claim**

Payments of grants under this scheme will only be made when all the following general and any special conditions attributed to the project (letter of offer) have been fulfilled.

- The timing of payments of grants is subject to the availability of funds and this may vary from time to time. Consequently, the beneficiary should raise adequate funds for the grant pending its receipt.

- During the course of processing the claim BIM may raise some queries with the applicant or their accountant. It is in their interest to respond as quickly as possible.

57. Work on the project must be completed and a fully documented claim must be submitted by the date specified in the conditions of the letter of offer, failing which the approved grant may be de-committed.

58. The beneficiary must maintain a separate accounting system or an adequate accounting code 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 Bord Iascaigh Mhara, the Department of Agriculture, Fisheries and Food or the EU Commission. 59) Applicants should note that in the event of approval they will be required to submit proof of payment such as copy paid cheques (retrieved from the bank) or bank statements, or copy bank drafts, or credit card statements, or inter-bank documentation.

60. Applicants should note that any outstanding charges, in respect of the lead applicant and any project partners due to BIM (Ice, Training Fees, etc.) must be discharged in full at the time of grant payment.

## **Procedures and conditions to be met in claiming payment of grant aid**

61. Detailed original invoices, made out to the beneficiary, must be submitted to BIM in respect of all claims. These should show the name and address of the supplier, date, description of goods and services rendered, VAT registration number and rate of VAT. Invoices should be prepared by an independent third party.

62. The applicant must also submit any documentation deemed necessary by BIM to process the claim.

63. Expenditure approved for grant aid must be vouched and certified by the beneficiary's auditors as having been incurred and payments made.

The beneficiary will be required to supply an auditor's certificate from a registered auditor for payment claims for expenditure amounts specified in scheme brochure and/or the letter of offer. Audit fees are not eligible for grant assistance.

64. Claims will be paid approximately 8 weeks after receipt of all necessary documentation and provided any outstanding queries are resolved.

65. Exchequer/EU grants may be paid in a maximum of 2 instalments.

66. In accordance with Article 140 of the Common Provisions Regulation (EC) 1303/2013, final beneficiaries will ensure that all supporting documents regarding expenditure, verification checks, certification and audits on operations for which total eligible expenditure is less than €1,000,000.00 are kept available for the EU Commission and Court of Auditors for a period of three years from 31

December following the submission of the accounts in which the expenditure of the operation is included. In the case of operations over €1,000,000.00 all supporting documentation shall be kept for a 2-year period from 31 December following the submission of accounts in which the final expenditure of the completed operation is included.

67. The Beneficiary shall not dispose of equipment or buildings, in respect of which grant-aid has been paid, within a period of five years from the date of payment of the final aid instalment without prior written authorisation. The retention period maybe scheme specific and relevant scheme brochure should also be referred to.

68. With regard to any capital items, the beneficiary agrees with BIM that within a 5-year period from the date of final grant aid payment that:

- a. should the beneficiary commit any breach of the terms of the agreement;
- b. should there be a charge in the basis of the undertaking which would obviate in whole or in part the purpose for which the grant was made;
- c. should the beneficiary, without the prior consent of BIM, sell, transfer, alienate or otherwise dispose of the grant aided facilities;
- d. if an order is made or an effective resolution is passed for the winding up of the company;
- e. if a receiver is appointed over the property of the company;
- f. if an execution is levied or served on any property of the company;
- g. if there is a change of ownership or control of the company without the prior consent of BIM, then 'the beneficiary shall forfeit and repay to BIM so much of the said grant-in-aid in the proportion to which the unexpired portion of the term of 5 years bears to the full term of 5 years at the date of the happening or event giving rise to such repayment and such monies shall be recoverable by BIM from the beneficiary as a simple debt contract. Payment of sums to be reimbursed shall be made by the end of the second month following that of issuing the order of recovery and any delay in effecting repayment shall give rise to the charging of interest on account of late payments.

69. Relevant BIM personnel will carry out a site inspection when a claim is submitted to ensure that the level of work carried out is in line with expenditure incurred.

70. If required, upon completion of work, a report must be issued and supplied to BIM containing details of the project and the outcome. Information contained in the report may be used and made available to the industry at large as BIM sees fit. If the Beneficiary does not wish to have this information made available to the industry for a specified period of time, then BIM should be immediately consulted with a view to arriving at a suitable arrangement.

### **Revoking of a Grant**

71. Grant aid may be revoked, or repayment of the aid may be required, or the amount reduced if any of the following should occur:

- a. The project/work is not completed by the date specified in Schedule 1 (the 'Final Date').
- b. The grantee abandons the project or modifies the work without prior authorisation.
- c. The grant aid is not used for the purpose for which it was intended.



d. The project financed by the aid is not properly carried out or irregularities in relation to the aid occur.

e. An order is made, or an effective resolution is passed, for the winding up of the grantee's business.

f. A Receiver is appointed over any of the property of the Beneficiary, or a distress or execution is levied or served upon any of the property of the Beneficiary and is not paid off within 30 days.

g. This offer of grant aid will be automatically revoked if you fail to submit to BIM by the date specified in the letter or offer, a claim for payment of the grant supported by all outstanding documentation.