

@Date

@Address

Our Reference: @Reference Number

@Project Type Fund 2020

Dear Grantee

I refer to your recent application to the Salmon and Sea Trout Rehabilitation, Conservation and Protection @Year, run by Inland Fisheries Ireland (IFI) which closed on @Date.

I am pleased to inform you that funding of €***** has been approved in respect of your project listed in the table below and in the Funding Agreement.

Reference No.	@Reference Number
Project Title	@Title
Amount Sought	€*****
Amount Approved	€*****
Comments	Funding is approved for @Detail of project approved
Environmental Conditions	@Compulsory Environmental Conditions

This offer of funding is conditional on full compliance with the provisions of the Funding Agreement.

If you are prepared to accept this offer of support for the project listed and the conditions indicated, please sign and return the funding agreement via email. The deadline for receipt of the signed Funding Agreement, signed Insurance Confirmation (Appendix 1) and signed De Minimis Agreement (Appendix 2) is the **@Date**. An IFI Projects Officer will make contact with you prior to this date to discuss the Funding Agreement and any concerns you may have. A short guide on next steps is included for download on the Grant Management portal.

This project shall not commence until a signed copy of the Funding Agreement along with any outstanding documents have been uploaded to the online Grant Management Portal and **a 'Letter to Proceed' received from the Project Office**. The deadline for receipt of all outstanding documentation (Ref Appendix 3) specific to



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your project is the **@Date**. Should projects commence in advance of The Project Office **Letter to Proceed** being issued any funding awarded will be considered null and void.

The Projects Office advise that you begin addressing any outstanding documentation required as outlined in the funding agreement as soon as possible. If, for any reason, you have any questions or are not in a position to accept the terms of the funding agreement please notify us immediately. Any queries or communication should be directed to the Projects Office at funding@fisheriesireland.ie or 01 884 2600.

I wish to take this opportunity to thank you for your interest in contributing to the delivery of an accessible and sustainable, world class inland fisheries and sea angling resource for all and I wish you well with your project.

Yours sincerely,

Suzanne Champion
Head of Business Development
Inland Fisheries Ireland

Inland Fisheries Ireland

@Project Type Fund @Year
FUNDING AGREEMENT

Funding Agreement between Inland Fisheries Ireland and @Grantee (hereinafter known as the Grantee) for the amount of €***** in relation to the project below:

Reference No.	@Reference Number @Title €***** €***** Funding is approved for @Detail of project approved @Compulsory Environmental Conditions
Project Title	@Title
Amount Sought	€*****
Amount Approved	€*****
Comments	Funding is approved for @Detail of project approved
Environmental Conditions	@Compulsory Environmental Conditions

Environmental Conditions: If this project requires supporting environmental documentation, it will be specified in the Environmental Conditions row in the table above. The conditions identified must be addressed by the author of the environmental reports/s.

There are guidelines available to assist in preparing for appropriate assessment screenings that will be uploaded to the online Grant Management portal. IFI will subsequently assess any environmental reports provided in support of the project and recommendations must be addressed prior to proceeding. IFI will only pay out on reports that have been approved.

This funding is provided on the following conditions:-

General Conditions:

(a) This project shall not commence until a signed copy of the Funding Agreement along with any outstanding documents have been uploaded to the online Grant Management Portal and a 'Letter to Proceed' received from the Project Office. The Grantee must also notify the local Inland Fisheries Ireland office prior to project commencement.

(b) Outstanding information in support of your project is provided to Inland Fisheries Ireland's online Grant Management Portal <https://ifi.smartsimple.ie>. The specific project requirements noted as outstanding from your application are identified but are not limited to the list provided in Appendix 3.

Funding Deadlines

- Receipt of all signed funding Agreements is the @Date.
- Receipt of all outstanding documentation (ref. Appendix 3) specific to your project is the @Date.
- This project must be completed in full, with all funding claimed by the Draw Down date of @Date.

Finance Conditions:

(c) The Grantee must ensure that the project is delivered in accordance with public procurement requirements. All records relating to tendering/procurement/contracting/sub-contracting must be retained, for audit inspection and provide any reports and information relating to the project(s) as may reasonably be requested by Inland Fisheries Ireland from time to time. For further information reference Appendix 4.

(d) Funding has not been received for the project from any other source. Double funding is prohibited. If the Project receives or is seeking grant funding from any other State Sector sources, including Local Authorities, under other schemes or programmes, this Project may be deemed ineligible for funding from Inland Fisheries Ireland.

(e) To comply with State Aid rules, the level of funding provided to a Grantee that is an enterprise must not exceed the €200,000 ceiling for State aid over a three-year period, known as the De Minimis ceiling. The rules governing De Minimis aid are set down in Commission Regulation (EC) 1407/2013.

(f) Grantees must declare previous funding received from other State agencies, including IFI, to Inland Fisheries Ireland on Appendix 2. Shall a Grantee or project be found to have exceeded state aid rules or under-declared the level of aid previously approved/received, then this Letter of Offer and Funding Agreement shall no longer be valid, and funding will be withdrawn.

(g) The Grantee will maintain detailed accounts in relation to the public funds provided and document all activities in relation to the implementation of the project(s) to the satisfaction of Inland Fisheries Ireland. These accounts will be held by Inland Fisheries Ireland for inspection by the Comptroller and Auditor General or any other audit process undertaken by Inland Fisheries Ireland.

(h) The Grantee must alert Inland Fisheries Ireland of any irregularities found during the course of any other audits relating to this grant, such as those conducted by the Comptroller and Auditor General, the Local Government Auditor, any Government Department to which the Grantee reports or the Grantee's own internal or external auditor, or any other internal or external source.

(i) The Project must be completed in a sustainable and resilient manner in accordance with the approved project description, activity plan and management plan. Project funding is awarded in accordance with the criteria provided in the letter of offer and the funding agreement, unless otherwise advised by Inland Fisheries Ireland. The grant agreed amount or part payment of this amount shall only be paid to the Grantee on completion or part completion of the project, through the online claim form(s). If project costs prove higher than anticipated, an increase in grant funding will not be given.

(j) The Grantee may be asked to provide Inland Fisheries Ireland with appropriate written Revenue confirmation of its VAT status and entitlement to recover VAT on relevant costs where VAT is included in claimed expenditure, – where VAT can be reclaimed by a Grantee IFI will only pay the Grant on the net project costs (i.e. excluding VAT).

(k) In order for any claim for drawdown of the Grant to be processed, Inland Fisheries Ireland must be in possession of a current valid eTax Clearance for the Grantee and for each supplier who has provided goods or services greater than €10,000. Such Tax Clearances will be verified by Inland Fisheries Ireland before any payments are made and if it is invalid, expired or rescinded, Inland Fisheries Ireland will be unable to issue payment. Maintaining a current valid eTax Clearance is a continuing obligation for the Grantee under the Grant offer up to receipt of the final grant payment.

(l) The total funding awarded to the Grantee for this project is €*****. In order to drawdown funds, the Grantee must submit a claim form via the Online Grant Management Portal, proof of payment including receipted invoices, copies of cheques/other forms of payments and bank statements must also be uploaded. Drawdown of funds is also dependent on the provision of a completion report for the project. This report will be conducted by Inland Fisheries Ireland's project supervisor(s) and the project office, following a site visit confirming alignment with the approved funding award. Pre-works, during works and post-works photos of the project must be taken chronologically by the Grantee and uploaded on the Grant Management Portal. Inland Fisheries Ireland reserve the right to use these photos in future publications. Projects must be fully completed, and the final claim submitted before **@Date**.

Access/Permissions Conditions:

(m) Responsibility for obtaining all consents, permissions, and compliance's etc. rests with the Grantee. All access agreements and approvals must be in place in written form from the relevant agencies, landowners and/or fishery owners.

(n) Where National Parks and Wildlife Service/Office of Public Works/ESB/Local Authority permissions have been obtained (where applicable) the Grantee must notify the relevant statutory agency prior to commencement of works.

(o) The Development of State/IFI owned fisheries by clubs or other organisations does not infer any ongoing lease or licence, ownership or property right to that fishery. This is in line with the licence agreement between Inland Fisheries Ireland and the Licensee as follows:

It is hereby agreed by the parties hereto that it is not their intention to create the relationship of landlord and tenant or to confer any interest on the Licensee in the fishery

Insurance/Health and Safety Related Conditions:

(p) Inland Fisheries Ireland shall not assume liability for accidents, illnesses or claims arising out of any work supported by this grant award and the Grantee shall fully indemnify Inland Fisheries Ireland and any of its employees in relation to any such damage, loss or injury howsoever occurring during the development works or other activities. The Grantee is advised to take such steps as may be deemed necessary to insure and protect themselves, their employees and property. Insurance requirements for Angling Clubs include, but are not limited to that set out in Appendix 1 of this document. Each contractor shall provide a Health and Safety Statement, Risk Assessment and a Method Statement for the works being undertaken. The appropriate insurances, indemnifications, Health and Safety Statement, Risk Assessments and Method Statements attaching to this contract shall be in force by the Grantee and the Grantee's contractors prior to commencement of works.

(q) Any premises, assets, equipment, services or works purchased or used in the project shall be insured. Adequate policies will be affected against employer's liability, public liability and third-party risks, see Appendix 1. The Grantee must furnish Inland Fisheries Ireland with confirmation that such insurances have been provided and be willing to provide further details of insurances as may be requested by Inland Fisheries Ireland from time to time.

All environmental plans and reports are subject to assessment by Inland Fisheries Ireland. All relevant reports must be uploaded to the Grants Management Portal where the evaluation will be undertaken. Any recommendations or necessary amendments must be addressed by the Grantee and may be subject to further review prior to being approved by Inland Fisheries Ireland. This approval is necessary before advancing to any works being carried out.

Promotion Conditions:

(r) The Grantee will acknowledge the support of Inland Fisheries Ireland in all public announcements and advertising relating to the project(s) and Inland Fisheries Ireland may seek to use the project in the broader promotion of its policies. Inland Fisheries Ireland will work with the Grantee to develop appropriate signage acknowledging Inland Fisheries Ireland as the funder of the project at the project site.

Any published or printed material being funded by IFI must provide a draft of such material to be inspected and approved by IFI. Inland Fisheries Ireland logos must be included on all published or printed material, posters, plaques, web pages etc. relating to a project. All publications and electronic information about the project must clearly indicate Inland Fisheries Ireland's contribution.

Project Monitoring Conditions:

(s) The project works will be inspected by Inland Fisheries Ireland staff to ensure all works are conducted in line with best practice and to the satisfaction of Inland Fisheries Ireland. Evaluations may be conducted during the project works phase to monitor the progress of agreed work plans and activities involving safety, environment, insurance and permissions.

A full evaluation of the project will be conducted upon project completion. A completion report will be conducted by Inland Fisheries Ireland's project supervisor(s) and the project office, following a site visit confirming alignment with the approved funding award. Pre-works, during works and post-works photos of the project must be taken chronologically by the Grantee and uploaded on the Grant Management Portal.

(t) Monitoring will be conducted during and at the end of the project, to assist in the evaluation of IFI funding programme. Selected grantee requirements and project outcomes will be evaluated to verify that they are adhering to the conditions set out in the letter of offer and funding agreement post works for a period of 5 years following the agreed completion of the project.

(u) Audits will be conducted over 5 years following the agreed completion of the project. To facilitate the efficient monitoring of and publicity of the project, the Grantee agrees to facilitate any staff member or representative of Inland Fisheries Ireland. Inland Fisheries Ireland will conduct on site post-payment evaluations on a minimum 5% of project payment claims to verify compliance with funding conditions, project delivery and the reality of expenditure where appropriate. Payment claims will be selected on both a risk and random basis. The evaluation will include an examination of the completed project, or partial completion, in line with the approved specifications and conditions outlined in the funding agreement. The projects office will make contact if your project is chosen for monitoring and evaluation.

Legislation, Freedom of Information and Data Protection Conditions:

(v) The Project must be completed in accordance with the provisions of all applicable statutes, regulations, byelaws, national and EU Legislation, including but not limited to, all legislation affecting employment, taxation, child protection, equality of opportunity, health and safety, environment and public financial procedures. The Grantee and all contractors, consultants and suppliers used in the course of this project, shall be deemed to have made themselves aware of all the relevant legislation and shall nominate to Inland Fisheries Ireland a person whose responsibility it shall be to ensure compliance.

(w) This Agreement confers permission on Inland Fisheries Ireland to disclose for the purposes of a request under the Freedom of Information Act 2014 or otherwise, in connection with the funded project(s):

Any relevant data supplied by the Grantee and accumulated by Inland Fisheries Ireland in administering the grant funding to the Project, except where the information is considered to be personal or commercially sensitive. The Grantee will be contacted in this regard prior to the release of any such information.

(x) We process your personal information for the purposes of assessing, administering, processing and payment of your application for funding under the IFI funding schemes. Your personal data is securely stored and processed in line with the requirements of the General Data Protection Regulation (GDPR). The Grantee is obliged to comply with this legislation. This fund is administered through the Grants Management portal and all documentation and information is securely stored in line with Inland Fisheries Ireland Data Protection Policy which can be found at [IFI Data Protection Policy](#)

Termination and Appeals Process Conditions:

(y) This agreement may be terminated by Inland Fisheries Ireland where:

- In the opinion of the Inland Fisheries Ireland, the Grantee is in breach of any of the terms of this agreement and/or
- The entity is dissolved and/or
- The completion date is not met
- If there is no contact from the Grantee or progress on the project for a period of 6 months after the draw down date (specified on the funding agreement), then a sunset clause letter may be issued thereafter and funding will be withdrawn.



(z) The Grantee may terminate this agreement by giving Inland Fisheries Ireland 30 days' notice in writing specifying the reasons for termination.

In relation to the interpretation of these conditions, or in relation to any other matter concerning the project, Inland Fisheries Ireland's decision is final.

Should the Grantee wish to appeal Inland Fisheries Ireland's decision an appeals procedure can be found on the Inland Fisheries Ireland website at <https://www.fisheriesireland.ie/documents/1503-grants-programmes-appeals-procedure/file.html>

All appeals must be lodged within 20 working days and must be sent in writing via email to the projects office via funding@fisheriesireland.ie for the attention of the Programme Director.

On behalf of **@Grantee** I have noted and agree to be bound by the conditions as set out in this Funding Agreement regarding the payment of €***** in respect of the project listed.

Signed: _____

Print Name: _____

(Block Capitals)

Position: _____

Date: _____

Appendix 1: Insurance, Health & Safety Requirements

Health and Safety Statement

Each contractor shall provide Health and Safety Statement, Risk Assessment and Method Statement for the works being undertaken.

Insurance Requirements for Grantees

The Minister will not be liable for any accidents, illnesses or claims arising out of any work supported by this grant award. **@Grantee** shall ensure that they shall affect and keep in force during the duration of the services at their own cost, with a reputable insurance company, such levels of insurance cover as may be required to meet its potential liabilities under this Agreement, which shall include, without prejudice to the generality of the foregoing:

1. Public/Product Liability(PL) Insurance with the minimum limit of indemnity being no less than €6,500,000 in respect of each and every occurrence, unlimited in the period of insurance but in the annual aggregate for Products Liability. This policy shall also provide confirmation that the Public/Products liability policy provides cover for:

- (1) Accidental Pollution.
- (2) Member to Member Liability.
- (3) A specific indemnity in favour of Inland Fisheries Ireland and landowners.

2. Employers Liability (EL)

Please confirm if the Grantee's organisation has employees or members participating in these works: Yes No

Employers Liability Insurance with the minimum limit of indemnity provided being no less than €13,000,000 in respect of each and every occurrence and unlimited in the period of insurance. This policy shall also provide confirmation that the Employers Liability policy includes a specific indemnity in favour of Inland Fisheries Ireland and landowners.

If the Grantee has no employees participating in these works there will be no requirement to have Employers Liability cover so long as a Contractor is employed to carry out all the approved works and the Contractor has all relevant insurance cover in place.

Insurance Requirements for Contractors

@Grantee shall ensure that **all Contractor(s)** shall affect and keep in force during the duration of the services at their own cost, with a reputable insurance company, such levels of insurance cover as may be required to meet its potential liabilities under this Agreement, which may include, without prejudice to the generality of the foregoing:

- **Public/Product Liability** Insurance with the minimum limit of indemnity being no less than **€6,500,000** in respect of each and every occurrence, unlimited in the period of insurance but in the annual aggregate for Products Liability. This policy shall also provide confirmation that the Public/Products liability policy provides cover for once-off unintended **accidental pollution**. (Higher limit of indemnity may be required based on the specific project and the level of exposure).
- **Employers Liability** Insurance with the minimum limit of indemnity provided being no less than **€13,000,000** in respect of each and every occurrence and unlimited in the period of insurance.
- **Contractors All Risks** insurance to cover material loss or damage to the contract works with a sum insured for no less than the value of the contract.
- **Professional Indemnity** Insurance for those professionals who are providing design, plan or specification services for a fee, with the minimum limit of indemnity of **€2,000,000** each and every occurrence. The cover to be maintained for a period of 6 years after the certification of completion of the services.

A specific indemnity shall be provided on all Contractor(s) policies in favour of Inland Fisheries Ireland and landowners. This relates to each of the above policies in force.

The Grantee shall obtain and furnish confirmation to Inland Fisheries Ireland via the online Grant Management Portal that the required relevant insurances are in place, including the specific indemnity in favour of Inland Fisheries Ireland and the landowner(s), prior to the performance of any of the said services.

Please confirm that **@Grantee** will arrange the appropriate insurance cover/s:

Signed: _____

Date: _____

Name: _____

Position: _____



Appendix 2: De Minimis Aid Declaration

@Grantee

As outlined in the funding agreement, to comply with State Aid rules, the level of funding provided to a Grantee that is an enterprise must not exceed the €200,000 ceiling for State aid over a three-year period, known as the De Minimis ceiling. The rules governing De Minimis aid are set down in Commission Regulation (EC) 1407/2013.

Grantees must declare previous funding received below. Shall a Grantee or project be found to have exceeded state aid rules or under-declared the level of aid previously approved/received, then this Letter of Offer shall be immediately null and void.

Please outline any state funding received in the last three years.

Funding Body	Brief Description of Project	Funding Amount Secured	Date Secured

I declare that all information provided in this form, to the best of my knowledge true and accurate.

Signed: _____

Date: _____

Print Name: _____

Position: _____



Appendix 3: Project Specific Requirements

@Grantee

Item	Status
NPWS Consultation	
National Monuments/NIAH Assessment	
3 Quotations for Works	
Tax Clearance & Access No.	
Check contractor TCC if grant is over €10k	
Check on grant award and VAT reclaim	

Insurance

Item	Status
Grantee Employers Liability	
Grantee Public/Product Liability	
Grantee Indemnity Clauses (PL Insurance)	
Contractors Employers Liability	
Contractors Public/Product Liability	
Contractors Indemnity Clauses (PL Insurance)	
Contractors Professional Indemnity	

Environmental, Health and Safety, Safe-guarding Requirements

Item	Status
Environmental Documentation Requirements- <i>RHAT, WFD Fish Status, Q Status</i>	
Environmental reports checked by External Assessor	
Health & Safety Statement	
Risk Assessment	
Method Statement	
De-Minimis declaration	
Signed Agreement Received	

Appendix 4: Procurement Requirements

The Grantee shall complete a New Supplier Agreement Form which will be issued to them by Inland Fisheries Ireland Project Office via email at project delivery stage. The completed form should be uploaded by the Grantee to the Grant Management portal (for GDPR purposes this form should not be emailed to IFI).

Quotations/Tenders must be obtained for each item of expenditure for which grant aid is sought. Quotations must be signed and dated and must show the VAT element separately. Email quotations uploaded to the Grant Management portal, which are accompanied by clearly identifiable date and source information will be accepted up to the relevant thresholds.

It must firstly be determined if the applicant is a Contracting or a Non-Contracting Authority and documentary evidence must be obtained in support of this. A contracting Authority is a state, regional or local authority or a body governed by public law.

The Tendering requirements for all projects funded by Inland fisheries Ireland is as follows:

- All types €0- €25,000: Minimum of 3 written quotes required, ideally five (emails are acceptable)
- Supplies and Services over €25,000: Advertise on e-tenders www.etenders.gov.ie for a minimum of 21 days.
- Works contract €25000 -€50,000: Minimum of five written quotes.
- Works contract over €50,000: Advertise on e-tenders www.etenders.gov.ie for a minimum of 21 days.

Where it is not possible to obtain the requisite number of quotes, written evidence (i.e. formal written requests from the promoter to prospective suppliers/contractors) is required to demonstrate that the requisite numbers of quotes were sought.

Where an applicant wishes to use the Fisheries Consultant Panel the same requirements apply, however applicants are advised to contact the Projects Office to assist with this process including the scope of works and tender documents. This process is outlined on the Inland Fisheries Ireland website

<http://www.fisheriesireland.ie/NSAD/the-fisheries-consultants-panel.html>

Inland Fisheries Ireland wishes to promote best practice environmental policy and advises applicants that procurement relating to these funding schemes should consider the following measures in an effort to reduce carbon footprint:

- Prevention or minimisation of waste
- Reduce water usage and gather rainwater where possible for use in activities not requiring treated water
- Maintain natural biodiversity of sites
- Use of recycled products and recycling facilities
- Energy conservation in buildings and use of equipment
- Avoiding over ordering of quantities to avoid stock build-up, minimising storage requirements and reducing possible obsolescence

- Where possible, specifying environmentally-friendly products in tenders, etc.
- Using environmentally-friendly products in the management of parks / recreational grounds and for weed control on roads and kerbsides providing alternatives to one-use disposable products, such as non-refillable pens and paper / styrofoam cups
- Using fuel efficient vehicles in vehicle fleets, minimising the release of greenhouse gases and other toxic emissions.

TENDER REQUIREMENTS

Where a tender is placed on the e-tenders website the applicant must demonstrate the following:

- The award criteria and their weighting(s) and the tender specification have been notified in the contract/tender notice
- A comparison of all tenders was completed using a scoring system or marking sheet which clearly shows the weighted criteria applied and that each bid was assessed against the same criteria
- Any conflict of interest has been declared
- The successful tender has the relevant experience and expertise to carry out any works and services (e.g. evidence of satisfactory experience of at least three similar contracts of a comparable scale and complexity)
- The successful tenderer is financially secure
- The successful tenderer is selected on merit by reference to set criteria and in line with the procedural rules set out at the start of the process
- Post-tender negotiations do not occur (i.e. any dialogue that could be construed as 'post-tender negotiation on price or that might result in significant changes to the published tender request)

Where the e-tenders process results in less than 3 responses/tenders, the promoter must demonstrate the additional steps taken to ensure that the project costs are reasonable e.g. evidence of the cost of similar works and services elsewhere.

The following list of items will be required to be uploaded to the Grant Management portal where public procurement has been carried out:

- Request for Tender
- Evidence of Publication
- Responses to those tender requests
- Tender scoring sheets used and evidence to back up the reason why the successful tender was chosen
- Copies of letters notifying unsuccessful tenders of the result of the tender process
- Copy of letter notifying the successful tender

Where a project involves construction works, promoters must adhere to the requirements of www.constructionprocurement.gov.ie



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The guidelines to be followed in relation to public procurement are available on the e-Tenders website www.etenders.gov.ie and www.procurement.ie. Project promoters that require assistance in relation to public procurement should contact the Office of Government Procurement. The Office of Government Procurement can be contacted at:

<http://www.procurement.ie/contact-us>

Tel: 076 100 8000

E-mail: support@ogp.gov.ie or construction@per.gov.ie

The importance of following correct procurement procedures cannot be over emphasised for Inland Fisheries Ireland funding.