



Dated the day of 2025

COIMISIÚN NA MEÁN

- and -

CONTRACTOR NAME

GRANT CONTRACT

SECTORAL LEARNING AND DEVELOPMENT PROGRAMME 2025

CONTENTS

SCHEDULE 1	4
PROJECT AND GRANT DETAILS	4
GRANT PAYMENT PLAN	5
SCHEDULE 2	6
CONDITIONS PRECEDENT	6
SCHEDULE 3	7
STANDARD TERMS AND CONDITIONS	7
1. SECTION 1.0 - INTERPRETATION	7
2. SECTION 2.0 – CONFIRMATIONS AND WARRANTIES	11
3. SECTION 3.0 - GRANT	13
4. SECTION 4.0 – THE PROJECT	15
5. SECTION 5.0 - INTELLECTUAL PROPERTY	17
6. SECTION 6.0 - MONITORING	18
7. SECTION 7.0 - FINANCIAL	19
8. SECTION 8.0 – VARIATIONS	21
9. SECTION 9.0 - INSURANCES	22
10. SECTION 10.0 –TERMINATION AND CANCELLATION AND REVOCATION OF GRANTS	23
11. SECTION 11 – CONFIDENTIALITY	25
12. SECTION 12.0 – INDEMNITY AND LIABILITY	25
13. SECTION 13.0 – GENERAL	26
SCHEDULE 4	29
PROJECT PLAN	29
SCHEDULE 5	30
BUDGET AND FINANCE PLAN	30

SCHEDULE 1

PROJECT AND GRANT DETAILS

<u>SCHEME:</u>	Network Funding 2025
<u>PROJECT DETAILS:</u>	
Title of Project	
Key Personnel – Project Manager	
Key Personnel - Other	
<u>GRANT DETAILS:</u>	
Grant	€
<u>Bank Account Details:</u>	
Bank name	
Bank address	
Bank account name	
IBAN	
Swift/ BIC	
Contractor Tax Reference number	

GRANT PAYMENT PLAN

An Coimisiún will issue the Grant in Grant Instalments as shown below. Each Grant Instalment will be issued following the submission of the associated Delivery Material (in a form satisfactory to an Coimisiún) by the relevant Delivery Date. The relevant Delivery Material must be approved by an Coimisiún in order for Grant Instalments to be released.

Grant Instalment Amount (€)	% of Funding	Delivery Date	Delivery Material
	%	Upon execution of the contract	<ul style="list-style-type: none"> - Bank Account Details - Tax Clearance Confirmation - Satisfactory delivery of all relevant Conditions Precedents as set out in Schedule 2.
	%	MMYY	<ul style="list-style-type: none"> - Request from Contractor for interim grant instalment - Tax Clearance Confirmation - Interim report (in a format specified by an Coimisiún)
	%	MMYY	<ul style="list-style-type: none"> - Request from Contractor for final grant instalment. - Tax Clearance Confirmation - Final Report (in a format specified by an Coimisiún) - Final Accounts - Independent Accountant's Report - Contractor Statement of Compliance

SCHEDULE 2

CONDITIONS PRECEDENT

Each of the requirements of this Schedule 2 is a “Condition Precedent” for the purposes of the Contract and, in particular, Clauses 3.1 and 3.2 (save where an Coimisiún notifies the Contractor in writing otherwise).

Required Documents

An Coimisiún shall not be under any obligation to advance the Grant or any part of it unless and until the Contractor has delivered to an Coimisiún complete executed copies (and, if requested by an Coimisiún, sight of the originals) of the following agreements and documents, together with copies of all amendments and changes to them, in each case in a form satisfactory to an Coimisiún:

Documentation required from all contractors:

1. Budget and Finance Plan for the Project;
2. Project Plan for the Project;
3. Financing Contract(s) for the Project, if applicable;
4. Insurance policy for the Project noting the interests of an Coimisiún and complying with the requirements set out in Section 9 of Schedule 3;
5. Tax Clearance confirmation - tax registration and access numbers for the Contractor sufficient to demonstrate tax compliance of the Contractor;
6. A letter confirming that no set-off has occurred for the Bank Account in a form satisfactory to an Coimisiún; and
7. Any other documents or agreements which in an Coimisiún's opinion are material to the financing, undertaking or exploitation of the Project.

Additional documentation required from contractors that are companies:

8. Dated certified copy of the Certificate of Incorporation of the Contractor;
9. Dated certified copy of the up-to-date Constitution of the Contractor;
10. A Director/ Company Secretary Certificate of the Contractor in a form satisfactory to an Coimisiún;
11. If the amount of the Grant is €50,000 or more, board resolutions of Contractor confirming approval of the terms of this Contract;

SCHEDULE 3

STANDARD TERMS AND CONDITIONS

1 SECTION 1.0 - INTERPRETATION

1.1 Definitions

In this Contract the following words and expressions have the following meanings:

“2009 Act”	Broadcasting Act 2009 (as may be amended from time to time).
“Application”	The application made by the Contractor to an Coimisiún for the Grant, together with all written clarifications in respect of it submitted by the Contractor to an Coimisiún, (and includes, as the context so admits or requires, any part or parts of it).
“Bank Account”	A bank account in respect of the Grant to be maintained by the Contractor in accordance with Clause 7.3.
“Budget”	The Budget for the Project set out in Schedule 5 (and includes, as the context so admits or requires, any part of parts of it).
“Clawback Amount”	A sum of money repayable to an Coimisiún pursuant to Clause 10.2.
“Co-Financier”	A person, other than an Coimisiún, which is to provide finance for the making of the Project (and whom is exhaustively identified in the Finance Plan in Schedule 5).
“Companies Act 2014”	Means the Companies Act 2014 (and any amendment thereof).
“Condition Precedent”	Each requirement identified in Schedule 2 and each of which is a separate condition which must be completed to an Coimisiún’s satisfaction before any part of the Grant is payable under this Contract, further to Clause 3.1.3 (and includes, as the context so admits or requires, any one, more or all of the Conditions Precedent).
“Confidential Information”	Means information which is disclosed to the Contractor by an Coimisiún pursuant to or in connection with this Contract whether orally or in writing or any other medium, and where the information is expressly stated to be confidential or restricted or marked as such. This includes any trade secret or other information concerning the business, finances, dealings,

transactions or affairs of an Coimisiún or its staff coming to the Contractor's knowledge in the course of its activities as a Contractor.

“Consents”	All approvals, consents, licences, permissions, certificates, authorisations and agreements required under contract and/or Law or which ought prudently be obtained in accordance with best industry practice in connection with this Contract and/or the undertaking, completion and/or exploitation of the Project.
“Contract”	Means this contract which includes the agreement and Schedules 1 to 5.
“Delivery Date”	Each of the dates set out in the Grant Payment Plan on or before which a corresponding Delivery Material is scheduled to be delivered to an Coimisiún subject to the terms of this Contract and, in particular, receipt by an Coimisiún of the Delivery Material in a form satisfactory to it (and includes, as the context so admits or requires, any one, more or all of them).
“Delivery Materials”	Each of the events, tasks or deliverables described in the Grant Payment Plan which is required to be completed or provided to an Coimisiún (and includes, as the context so admits or requires, any one, more or all of them).
“Essential Elements”	Each of: (a) Schedule 1; (b) the Budget and Finance Plan; (c) the Project Plan; (d) the Financing Contracts; and (e) Application, (and includes, as the context so admits or requires, any one, more or all of them or any part or parts of any of them).
“Final Accounts”	Accounts in the form described in Clause 7.6 as appropriate.
“Finance Plan”	The finance plan which is set out in Schedule 5.
“Financing Contracts”	The contracts pursuant to which the Co-Financier(s) agree to provide finance for the undertaking of the Project.

“Grant”	The financial grant which, subject to the terms of this Contract, is to be paid from an Coimisiún to the Contractor in accordance with the Grant Payment Plan whether as an instalment of the Grant (“ Grant Instalment ”) or otherwise and the maximum amount of which is set out in Schedule 1 (and includes, as the context so admits or requires, any one, more or all Grant Instalments).
“Grant Payment Plan”	The grant payment plan in accordance with which the Grant Instalments will be paid to the Contractor, subject to the terms of this Contract, and which is more particularly set out in Schedule 1.
“Intellectual Property Rights” or “IPR”	shall mean all intellectual property rights including, without limitation, patents, registered trademarks and designs, copyright (present and future), applications for any of the foregoing, trade and business names, unregistered trademarks, goodwill in relation to the foregoing, database rights, sui generis rights, rights in designs (whether registerable or not), ideas, inventions, discoveries, concepts, improvements to existing technology, processes, know-how (in each case to the fullest extent thereof and for the full period therefore and all related applications, extensions and renewals thereof) and rights of the same or similar effect or nature in any part of the world existing now or in the future created.
“Insolvency Event”	The occurrence of any circumstance described in any of Clause 10.1.5 to 10.1.13.
“Key Personnel”	The personnel identified as Key Personnel in Schedule 1 (or any replacement of them agreed to in writing by an Coimisiún) and including any person the Contractor shall appoint as project manager (“ Project Manager ”).
“Law”	Any European or national law applicable in the State (without further enactment) and includes common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instruments, or delegated or subordinate legislation.
“Project”	The project being funded by the Grant and which the Contractor is to undertake and complete (to the satisfaction of an Coimisiún) (“ Project Completion ”), subject to the terms of this Contract, and which project is more particularly described in Schedule 1, the Application and in Schedule 4 (the “ Project Plan ”) (and includes, as the context so admits or requires, any part or parts of the project).

“Project Output”	Any outcome, output, deliverables and results of the Project and anything else reasonably specified by an Coimisiún (and includes, as the context so admits or requires, any one, more or all of them).
“Qualified Person”	A person authorised to sign an independent Accountant’s report under MTS 45 - ‘Grant Claim’ guidelines as issued by Chartered Accountants Ireland or A person authorised to review and sign the Final Accounts under an Coimisiún Guidelines as provided for in Clause 7.6.
“Reports”	The reports referred to in the Application and this Contract and which term shall include the Interim Report, the Final Accounts, the Independent Accountant’s Report and the Final Report as referred to in Schedule 1.
“Scheme”	Means the Scheme identified in Schedule 1.
“Sub-Contractor”	means any person or third party with whom the Contractor, at all times subject to Clause 13.1.1, enters into a sub-contract in relation to this Contract.
“Tax Clearance Confirmation”	Confirmation in a form satisfactory to an Coimisiún that the Contractor’s tax affairs are in order issued by the Revenue Commissioners and which is required as a Condition Precedent pursuant to Schedule 2.
“Variation”	Has the meaning given to it in Clause 8.2.1.
“Variation Notice”	A notice served by the Contractor under Clause 8.2.
“Warranties”	The confirmations and warranties set out in Clause 2.1 and each one shall be a “Warranty” (and includes, as the context so admits or requires, any one, more or all of them).
“Working Day”	Means any day of the week except Saturdays, Sundays and public and bank holidays in Ireland.

1.2 Section, Clause, Paragraph and Schedule References

Any headings to sections, clauses, paragraphs and schedules are for convenience only and do not affect the meaning of this Contract. Unless the contrary is stated references to:

- 1.2.1 Schedules mean the schedules to this Contract (and includes all paragraphs within that Schedule);
- 1.2.2 Clauses mean the clauses of this Contract in Schedule 3;

1.2.3 Sections means sections of this Contract (and includes all Clauses within that Section) in Schedule 3; and

1.2.4 Paragraphs mean the paragraphs contained in the Schedule in question (other than Schedule 3) or (where the Schedule in question comprises more than one part) the part of the Schedule in which the reference occurs.

In the event of any inconsistency or conflict arising between the Clauses and the Paragraphs, the Clauses take precedence.

1.3 General Interpretation

Where the context permits the singular includes the plural and vice versa and words importing a gender shall include the other genders. Any reference to any legislation includes any modification, amendment, re-enactment, extension or consolidation of the legislation together with any secondary legislation made under it for the time being in force. Terms such as “including”, “in particular”, “such as”, and “for example” are not to be read as exhaustive, or to limit, but may extend the generality of the provisions to which they relate. Any obligation on the part of the Contractor in this Contract not to do or omit to do any act or thing is deemed to include an obligation not to permit or suffer such act or thing to be done or omitted, as the case may be. This Contract will not be interpreted *contra proferentem*. Any assumptions, caveats, conditions or similar contained in the Application are of no effect and are excluded from the Contract.

2 SECTION 2.0 – CONFIRMATIONS AND WARRANTIES

2.1 The Contractor under this Contract warrants, represents, agrees and confirms that:

2.1.1 it has obtained and will fully comply with all Consents;

2.1.2 an Coimisiún has entered into this Contract in reliance on the representations, statement and warranties contained in this Contract and the Application;

2.1.3 the representations, statements and warranties contained in the Application, and all information furnished by or on behalf of the Contractor to an Coimisiún in connection with this Contract and Application, are true, valid, correct, complete, accurate and not misleading;

2.1.4 the Budget is a complete and accurate estimate of the total cost of the Project, and includes adequate provision for all expenses, including, without limitation, other licences and interest charges;

2.1.5 the Finance Plan is a complete and accurate account of the manner in which it is planned to finance the Project and that no third party commitment referred to in it has been modified or withdrawn;

2.1.6 the Co-Financiers identified in Schedule 5 are the only Co-Financiers of the Project and the copies of the Financing Contracts which have been supplied to an Coimisiún are true, complete and accurate copies;

- 2.1.7 the undertaking, completion and exploitation of the Project by the Contractor, and the Contractor's discharge of its other obligations under this Contract, will to the best of the Contractor's knowledge, information and belief having made all due and diligent enquiries not infringe any legally protected right of any person, including, without limitation, any copyright, trade mark right or right of privacy;
- 2.1.8 no person has brought legal proceedings against the Contractor or, to the best of the Contractor's knowledge, any other person, which call in question the right of the Contractor to make and exploit the Project or which call in question the Contractor's right to discharge its other obligations under this Contract, and no person has threatened to begin such proceedings;
- 2.1.9 the Contractor is an expert in, and is fully competent in all areas of, performing services, works, tasks, duties and functions of a similar nature, scale, importance and complexity to the Project;
- 2.1.10 the Contractor has all the necessary personnel, expertise, equipment and resources to perform its obligations under this Contract on time and in accordance with this Contract;
- 2.1.11 the Contractor is of sound financial standing and has and will retain sufficient working capital and finance available to it to undertake and complete the Project in accordance with this Contract;
- 2.1.12 where the Contractor is a company, it is, and will remain for the term, a company duly organised, validly existing and in good standing under the laws of Ireland and has full power, capacity and authority to enter into this Contract and perform its obligations under this Contract;
- 2.1.13 where the Contractor is an individual or non-corporate entity, the Contractor understands fully its obligations pursuant to this Contract and has all necessary capacity and authority to enter into this Contract and it can and will lawfully discharge its obligations hereunder;
- 2.1.14 the execution and performance of this Contract by the Contractor does not conflict with or constitute a breach or default under any contract or agreement of any kind to which the Contractor is a party or any Consent, judgment, order, or law which is applicable to the Contractor or its assets;
- 2.1.15 where the Contractor is a Company, it has taken all necessary and proper corporate actions to enable it lawfully to enter into this Contract and to discharge its obligations under it;
- 2.1.16 there are no pending or threatened actions or proceedings before any court or administrative or regulatory authority or agency which could materially adversely affect the business or operations of the Contractor;
- 2.1.17 the Contractor is not aware of any matter or conflict or circumstance which might restrict or impede it from entering into and performing this Contract or would materially affect the decision of an Coimisiún to enter into this Contract with the Contractor;

- 2.1.18 any registrable interest, within the meaning of the Ethics in Public Office Act 1995, involving the Contractor, an Coimisiún, or employees of either of them, or their relatives, has been fully disclosed in writing to an Coimisiún prior to the date of this Contract;
 - 2.1.19 the Contractor has not offered, given or agreed to give any adviser, officer or employee of an Coimisiún any gift or consideration of any kind as an inducement or reward in connection with this Contract or the application process relating to it;
 - 2.1.20 the Contractor has satisfied itself as to the full nature and extent of the risks and obligations assumed by it under this Contract;
 - 2.1.21 the Contractor is fully familiar with, and will fully comply in performing its obligations under the Contract with, all relevant Laws (including the 2009 Act and where applicable the Companies Act 2014);
 - 2.1.22 the Contractor is not in respect of, and shall not obtain without an Coimisiún's prior written consent, any other sources of funding for the Project; and
 - 2.1.23 the Contractor has made a full disclosure to an Coimisiún on the basis of utmost good faith of all facts within its knowledge which would be likely to impact materially on a decision by an Coimisiún to support the undertaking of the Project in the manner set out in this Contract.
- 2.2** The Contractor will immediately and fully disclose in writing any change in events or circumstances which in any way relates to or is connected with any of the confirmations given in Clause 2.1 or renders any of them untrue or misleading in any respect.

3 SECTION 3.0 - GRANT

3.1 The Grant

- 3.1.1 The Contractor wishes to realise the Project. The Grant is provided for the sole purpose of facilitating the performance and completion of the Project by the Contractor.
- 3.1.2 The Contractor, in consideration of receiving the Grant, must carry out the Project subject to, and in accordance with this Contract. The Contractor must notify an Coimisiún immediately in writing if it decides not to realise the Project in order that an Coimisiún may allocate the Grant funds for other purposes. The Contractor, in such case, must immediately repay in full to an Coimisiún any sums previously paid to it by an Coimisiún pursuant to this Contract.
- 3.1.3 No part of the Grant is payable to the Contractor unless and until each and every Condition Precedent has been completed to an Coimisiún's satisfaction. The Contract comes into force in accordance with Clause 13.4, notwithstanding that all of the Conditions Precedent may not have been completed at that date.

- 3.1.4 An Coimisiún, subject to Clause 3.1.3, agrees to pay to the Contractor the Grant, and the Contractor agrees to only use the Grant, subject to and in accordance with this Contract.

3.2 Use of The Grant

The Contractor shall use the Grant in respect of the Project and for no other purpose.

3.3 Grant Instalments

- 3.3.1 An Coimisiún shall pay to the Contractor each Grant Instalment within 15 days of receipt by it of the corresponding Delivery Material (in a form satisfactory to an Coimisiún) as set out in the Grant Payment Plan,
- 3.3.2 in each case provided and on condition that:
- 3.3.2.1 an Coimisiún has received a written request from the Contractor for the payment of the relevant Grant Instalment, together with valid and up-to-date Tax Clearance Confirmation;
- 3.3.2.2 the Contractor has submitted the relevant Delivery Material to an Coimisiún's satisfaction by the relevant Delivery Date;
- 3.3.2.3 the Contractor provides an Coimisiún with such information as an Coimisiún may require as a pre-condition to the payment of the Grant Instalment;
- 3.3.2.4 the Contractor complies with such procedures in relation to the claiming of grants as an Coimisiún may introduce from time to time; and
- 3.3.2.5 an Coimisiún is satisfied that the Contractor is in full compliance with this Contract.
- 3.3.3 An Coimisiún is under no obligation to meet a claim by the Contractor for payment of any or all of the Grant if the Contractor is in breach of any provision of this Contract.
- 3.3.4 The payment of any Grant Instalment or approval or acceptance of any Delivery Material by an Coimisiún is without prejudice to an Coimisiún's rights and remedies and does not give rise to any suggestion that the Contractor is in compliance with this Contract.
- 3.3.5 An Coimisiún shall not be obliged to make any payment to the Contractor if in its reasonable opinion the Project, any Project Output or any Delivery Material has not been delivered or carried out substantially in the manner provided for in the Application and in this Contract.
- 3.3.6 Acceptance of the Final Report will be deemed to have taken place when the Final Report has been delivered to an Coimisiún and an Coimisiún has accepted the Final Report in writing. Acceptance of the Final Report shall have no effect on and shall be without prejudice to the rights and remedies of an Coimisiún under this Contract or otherwise.

4 SECTION 4.0 – THE PROJECT

4.1 The Project

- 4.1.1 The Contractor undertakes to undertake and complete the Project subject to, and in accordance with, the provisions of this Contract, the proposals set out in its Application and the Project Plan and to furnish an Coimisiún with Reports.
- 4.1.2 An Coimisiún is not responsible in any way for the quality of the finished Project and has no obligations in relation to the Project, except the payment of the Grant subject to, and in accordance with, this Contract.
- 4.1.3 The Contractor shall carry out the Project to the highest professional standard and the Contractor shall ensure the Project shall be delivered to the highest professional standard in terms of quality and presentation.
- 4.1.4 The Contractor acknowledges that the Key Personnel are essential to the undertaking and completion of the Project. In the event that any of the Key Personnel becomes unable to undertake and complete the Project for whatever reason then the Contractor shall immediately notify an Coimisiún in writing of the inability of any such Key Personnel and replace that person with a person of equivalent experience and expertise ("**Replacement Personnel**"). The Contractor shall provide to an Coimisiún such details as an Coimisiún may reasonably require in writing regarding any Replacement Personnel. An Coimisiún shall have absolute discretion as to the suitability of any proposed Replacement Personnel.
- 4.1.5 The Contractor shall ensure that the Project Manager shall be available for consultation with an Coimisiún in relation to the progress of the Project and shall provide such information concerning the Project as may be required by an Coimisiún from time to time, in a timely manner. The Contractor shall not change the Project Manager without the prior written consent of an Coimisiún.
- 4.1.6 The Contractor acknowledges and agrees that the Contractor enters into this Contract and undertakes the Project at its own risk and is not entitled to any financial (except the payment of the Grant subject to and in accordance with this Contract) or other support from an Coimisiún in relation to the undertaking and completion by the Contractor of the Project and performance of its obligations under this Contract or otherwise.

4.2 The Project Commitments

- 4.2.1 The Contractor warrants, represents and agrees that the Contractor will:
- 4.2.1.1 undertake and complete the Project subject to and in accordance with the Project Plan and the proposals in its Application;
- 4.2.1.2 comply with all Laws and all reasonable instructions and directions of an Coimisiún and obtain and comply with all Consents in undertaking and completing the Project;

- 4.2.1.3 undertake and complete the Project with all necessary skill, care, diligence and professionalism in a timely, efficient and safe manner in accordance with, and to, the highest industry standards;
- 4.2.1.4 undertake and complete the Project using personnel with the necessary skills, expertise, experience, training and qualifications;
- 4.2.1.5 at all times use its Key Personnel in undertaking and completing the Project and will provide an Coimisiún (or its nominees) with access to each of the Key Personnel at such times as it may require;
- 4.2.1.6 promptly remove and replace, to the satisfaction of an Coimisiún, any member of the Key Personnel or any other person involved in undertaking the Project whose removal is requested in writing by an Coimisiún where it considers such person to be unsatisfactory or undesirable on reasonable grounds;
- 4.2.1.7 not do, or permit or suffer to be done, anything (whether in connection with this Contract or in connection with any other activities or business of the Contractor) which will or may potentially have a negative impact on the image or reputation of an Coimisiún, the Contractor and/or the Project or otherwise brings any of them into disrepute;
- 4.2.1.8 the Contractor will obtain value for money in the use of the Grant and, where possible, will purchase all goods and services in compliance with the Office of Government Procurement publication entitled "*Public Procurement Guidelines for Goods and Services*".

4.3 Disclosure

The Contractor shall promptly disclose to an Coimisiún in writing any fact of which it becomes aware which could or might impact materially on its ability to discharge its obligations under this Contract or any non-compliance by the Contractor with its obligations under this Contract.

4.4 Credit

The Contractor shall, in a manner satisfactory to an Coimisiún, prominently, visibly, clearly and in a legible manner publicise on all advertising, websites and publicity material concerning or relating in any way to the Project or the exploitation of the Project Output, including press releases, that the Project was funded by an Coimisiún under the Scheme and so that the source of public funding is clearly visible. The Contractor shall obtain the prior written approval of an Coimisiún in respect of any such publicity, materials or content, including with respect to content, location, size, colour, prominence and otherwise.

4.5 Third Party Rights

The Contractor shall not, in the undertaking and completion of the Project or in the discharge of its obligations under this Contract, to the best of the Contractor's knowledge, information and belief having made all due and diligent enquiries infringe any legally protected right of any person, including, without limitation, any copyright, trademark right or right of privacy.

4.6 Promotional Rights of an Coimisiún

An Coimisiún may publicise, in such manner and to such extent as its see fit the fact that the Project was funded by an Coimisiún under the Scheme and the Contractor agrees that an Coimisiún may use the Project and publicity material associated with the Project, for such promotional purposes. Without prejudice to the foregoing the Contractor shall publicise the fact the Project was funded by an Coimisiún under the Scheme and shall do so in such form as may be provided to the Contractor by an Coimisiún.

4.7 Consultation

The Contractor shall, upon request, participate promptly, in good faith and in a meaningful way in any consultation undertaken by an Coimisiún in relation to the Scheme from time to time.

4.8 Remediating a Breach

If an Coimisiún considers that the obligations set out in this Contract are not being complied with it shall notify the Contractor in writing of this fact and the Contractor will respond in writing to such notification within fourteen (14) days setting out the measures (if any) the Contractor proposes to implement to remedy the alleged breach. An Coimisiún may request further information from the Contractor, which the Contractor shall supply in a timely manner and in any event no later than fourteen (14) days from receiving such request, or may request a meeting with the Contractor to discuss the Contractor's response. An Coimisiún, after consideration of the Contractor's full response, may by way of notice served on the Contractor:

- 4.8.1 give its approval to the measures the Contractor proposes to implement and which measures the Contractor shall implement or, if the Contractor does not propose to implement measures, give its approval; or
- 4.8.2 give notice to the Contractor that a breach of this Contract is occurring and specifying a period, being not less than 21 days from the date of service of such notice, within which the Contractor must remedy such breach.

5 SECTION 5.0 - INTELLECTUAL PROPERTY

5.1 Ownership

All Intellectual Property Rights (IPR) in or to any materials furnished to the Contractor directly or indirectly by an Coimisiún, its representatives or sub-contractors are and shall remain the sole property of an Coimisiún or its licensors.

5.2 Intellectual Property - No Infringement

The Contractor warrants and undertakes to an Coimisiún that in undertaking and performing the Project it will not knowingly infringe the IPR or other rights of any third party and that it will procure the grant to an Coimisiún of such licences as may be necessary to enable an Coimisiún to exploit the Project Output, where applicable.

5.3 Intellectual Property – Indemnity

The Contractor hereby indemnifies, shall keep fully and effectively indemnified and hold an Coimisiún harmless from any and all claims, fines, damages, demands, losses, liabilities, expenses and costs, including legal costs, incurred by an Coimisiún, its directors, officers, employees, agents, contractors and licensees as a result of the infringement or alleged infringement of any IPR or other rights of any third party by the Contractor in performing the Project.

6 SECTION 6.0 - MONITORING

6.1 Access

The Contractor must:

- 6.1.1 keep an Coimisiún fully informed as to the progress of the Project;
- 6.1.2 supply an Coimisiún with such information in connection with the Project and/or use of the Grant (including receipts and other evidence of expenditure) as it may by way of notice in writing from time to time reasonably require;
- 6.1.3 provide and grant access to an Coimisiún at any time, at reasonable notice, with reports (including all reports described in Schedule 1) in a form approved by an Coimisiún, documents and to all recorded sounds and images which relate to the Project;
- 6.1.4 give an Coimisiún access at any time, at reasonable notice, to its premises, and to any other premises at which activities relating to the Project are taking place or may take place;
- 6.1.5 attend at meetings called by an Coimisiún, at reasonable notice, to discuss the progress of the Project and use of the Grant, and to procure the attendance of any sub-contractor and shall use its best endeavours to procure that all other persons involved in the Project attend such meetings where this is requested by an Coimisiún; and
- 6.1.6 within seven days of the date on which it receives a notice from an Coimisiún under Clause 6.1.2, provide to an Coimisiún such copies of documents relating to the Contractor, any sub-contractor, the Grant and/or to the Project as are described in such letter of demand.

6.2 Change of Status

- 6.2.1 The Contractor shall be in breach of its obligations under this Contract if there is a change in the information in a Secretary's Certificate unless an Coimisiún has given its prior approval to such change.
- 6.2.2 The Contractor shall by notice in writing to an Coimisiún seek the prior written approval of an Coimisiún in respect of any act or omission of the Contractor or of a third party which would result in a change in the information set out in the Secretary's Certificate of the Contractor. An Coimisiún shall respond to

any such request within 60 days of the date on which such notice is served on it.

6.3 Evaluation

The Contractor shall cooperate with and assist an Coimisiún in any evaluation of the Project or use of the Grant which may be carried out by an Coimisiún from time to time.

7 SECTION 7.0 - FINANCIAL

7.1 Use of Funds

7.1.1 The Contractor shall use the Grant in respect of the Project only and for no other purpose.

7.1.2 The Contractor shall ensure that all costs incurred on the Project are in accordance with, and do not exceed, the estimated costs set out in the Budget.

7.1.3 The Contractor acknowledges and agrees that VAT is only an eligible cost in circumstances where the VAT is not reclaimable by the Contractor and the Contractor provides to an Coimisiún certification from the Irish Revenue Commissioners certifying that this is the case.

7.1.4 The Contractor hereby indemnifies and shall keep an Coimisiún indemnified against all liabilities, costs, expenses, damages or losses suffered or incurred by an Coimisiún arising out of or in connection with any VAT liability arising from the Grant.

7.2 Project Assets

The Contractor shall not, without an Coimisiún's prior written consent, grant to any third party any interest, lien or charge (whether by security or otherwise) over or in respect of any assets, infrastructure or equipment relating to or used in connection with the Project or purchased using the Grant.

7.3 Bank Account

7.3.1 Unless otherwise agreed by an Coimisiún in writing the Contractor shall open a separate bank account for the Grant with a bank approved by an Coimisiún.

7.3.2 Each Grant Instalment will be lodged into the Bank Account in the first instance and will be retained in the Bank Account at all times unless and until it is used to discharge costs that have been incurred and paid out by the Contractor in undertaking the Project.

7.3.3 The Contractor undertakes and confirms that all payments made from the Bank Account shall be in accordance with the Budget and the cash flow for the Project.

7.4 Bank Statements

Where an Coimisiún requires the Contractor to open the Bank Account the Contractor shall provide an Coimisiún with full (without edits or redactions) bank statements in respect of the Bank Account within seven (7) days of any written request from an Coimisiún from time to time.

7.5 Books and Records

The Contractor shall keep, in accordance with best practice, proper records of all receipts and expenditure relating to the Project and any use of the Grant, shall retain such records, and shall retain all documents relating to such receipts and expenditure, for the term of the Contract and a period of six years commencing on the date of expiration or termination of this Contract.

7.6 Final Accounts

7.6.1 The Contractor shall procure that the Final Accounts are prepared by a Qualified Person.

7.6.2 The Final Accounts shall, subject to Clause 7.7, consist of a final cost statement for the Project and shall, without limitation, set out:

7.6.2.1 the description for each line item as set out in the Budget;

7.6.2.2 the cost for each line item as set out in the Budget;

7.6.2.3 the amount which has been spent on each such line item until Project Completion; and

7.6.2.4 the amount (if any) by which the amount spent on each line item on Project Completion varies from the amount which was provided for such line item in the Budget.

7.6.3 The Contractor shall procure that the Final Accounts are prepared and presented in accordance with such written guidelines as an Coimisiún shall issue from time to time.

7.7 Audit

A person nominated in writing by an Coimisiún for such purpose may, at any time, at reasonable notice, carry out an audit of the Project and/or Final Accounts, and in this connection may, without limitation, inspect and make copies of the Contractor's books of account, financial records, contracts, receipts, bank statements and other relevant materials and data. The Contractor shall cooperate with such person and, without limitation, shall provide to such person all access and materials which he or she may seek from the Contractor in writing, and shall reply to such written queries as may be raised by such person.

7.8 Overruns

An Coimisiún is under no obligation to offer any money in excess of the Grant to the Contractor if the costs of the Project exceed the amount provided for in the Budget.

7.9 Underruns

If upon Project Completion, the Contractor has incurred costs less than the total amount of the Grant, an Coimisiún may reduce the Grant so that the Grant paid to the Contractor represents only the amount equivalent to the costs actually incurred by the Contractor. In such event an Coimisiún's payment obligations under this Contract shall be reduced accordingly. If the Contractor has received Grant Instalments in excess of the incurred costs upon Project Completion the Contractor shall repay to an Coimisiún the amount of the Grant monies received by it in excess of the incurred costs.

7.10 Cost Statement

Without limitation the Contractor shall give notice to an Coimisiún if it is apparent from any document delivered to an Coimisiún under this Contract that there will be a Variation.

8 SECTION 8.0 – VARIATIONS

8.1 Essential Elements

The Contractor undertakes that it will undertake and complete the Project in accordance with each and all of the Essential Elements of the Project.

8.2 Variations to Essential Elements

8.2.1 The Contractor shall promptly notify an Coimisiún in writing (a "**Variation Notice**") of any event or series of events or circumstances or series of circumstances which will or may lead to a variation in, or delay in delivering any Delivery Material required in relation to, any Essential Element of the Project (a "**Variation**").

8.2.2 A Variation Notice shall set out the circumstances which will or may lead to a Variation in any Essential Element and such measures as the Contractor proposes to take in consequence of or to mitigate such Variation.

8.2.3 Without prejudice to the generality of Clause 8.2.1, a variation to any line item of the Budget of five per cent (5%) or more is a variation to the Budget for the purposes of Clause 8.2.1 (with the exception of any variation of €250 or less which shall not be considered a variation for that purpose).

8.3 Response of an Coimisiún to Variation Notice

8.3.1 An Coimisiún, after consideration of the matters revealed in a Variation Notice in the light of all the information then at its disposal, may by way of notice in writing served on the Contractor:

8.3.1.1 give notice to the Contractor that the Variation and/or the measures the Contractor proposes to take in relation to the Variation (as set out in the Variation Notice) does or will constitute a breach of this Contract and, if such breach has occurred, by notice to the Contractor

terminate this Contract (so that no further Grant Instalments will be payable);

8.3.1.2 give its approval to the measures the Contractor proposes to take in relation to the Variation as set out in the Variation Notice (and which measures the Contractor will implement); and/or

8.3.1.3 give directions to the Contractor as to actions which the Contractor should take in consequence of the Variation (and which direction the Contractor will comply with).

9 SECTION 9.0 - INSURANCES

9.1 Policies

9.1.1 The Contractor shall obtain and maintain at all times insurance cover in respect of its proposed and actual activities under or connection with this Contract and the Project in accordance with prudent commercial practice, and shall include an Coimisiún as an indemnified party in every insurance policy so taken out on the same basis as the Contractor. In particular, but without prejudice to the generality of the foregoing, the Contractor shall provide written confirmation in a form satisfactory to an Coimisiún that the insurance policies currently held by the Contractor provide sufficient cover in respect of its proposed and actual activities under or connection with this Contract (and which policies shall include the minimum levels of insurances set out below) or shall obtain and maintain at all times the following minimum levels of insurances (provided that an Coimisiún may, at its sole discretion, direct the Contractor to increase the limits set out below, and that the Contractor shall promptly comply with every such direction):

9.1.1.1 public liability for not less than €6,500,000 indemnity in respect of each and every claim;

9.1.1.2 employer's liability for not less than €13,000,000 in respect of each and every claim; and

9.1.1.3 insurance in respect of any insurable assets, infrastructure or equipment purchased by the Contractor with the Grant or used by the Contractor in connection with the Project up to their full replacement value.

9.1.2 Subject to Clause 13.1.1 if the Contractor engages a Sub-Contractor in connection with the Project it shall ensure that the activities of the Sub-Contractor are covered by Contractor's insurance policies which comply with the requirements set out in Clause 9.1.1 above or that the Sub-Contractor obtains and maintains the minimum levels of insurances set out in Clause 9.1.1 above.

9.1.3 The above policy or policies of insurance will be shown by the Contractor to an Coimisiún whenever it requests, together with satisfactory evidence of payment of premiums. The Contractor, at all times, will ensure all insurance cover taken out in accordance with this clause is on substantially similar terms to those upon which insurance of that kind is normally taken out and

includes non-avoidance and non-invalidating provisions so that any action by or against the Contractor constituting a breach of such policy will not prejudice insurance cover afforded to an Coimisiún.

9.2 Notification

The Contractor shall notify an Coimisiún in writing of any claim which it makes on any insurance policy, and shall keep an Coimisiún informed, in writing, as to the progress of any such claim. Without limitation, the Contractor shall, if so requested in writing by an Coimisiún provide an Coimisiún with copies of documents which are relevant to any such claim.

9.3 Payment

If the Contractor receives a payment from an insurer pursuant to a claim on an insurance policy it shall promptly lodge, or procure the prompt lodgement of, such sum to the Bank Account.

10 SECTION 10.0 –TERMINATION, CANCELLATION AND REVOCATION OF GRANTS

10.1 Events

At any time during the term of this Contract an Coimisiún may (a) terminate the Contract, (b) stop payment of the Grant; and/or (c) revoke or abate the Grant or so much of it as shall not then have been paid to the Contractor if:

10.1.1 an Coimisiún does not have the necessary financial reserves available to make a payment of any Grant Instalment;

10.1.2 the Contract is terminated in accordance with Clause 8.3.1.1;

10.1.3 a Warranty proves to have been false or misleading to a material extent when it was given to an Coimisiún by the Contractor;

10.1.4 there is a change in any of the circumstances set out in Clause 2.1 in light of which an Coimisiún considers it prudent, necessary or appropriate to exercise its rights under this Clause 10.1;

10.1.5 the Contractor has, in the opinion of an Coimisiún, failed to comply in a material respect with an obligation or requirement under this Contract and/ or any other contract or agreement made between the Contractor and an Coimisiún and/ or any provision of the 2009 Act, or regulations made pursuant to the 2009 Act and/or the Companies Act 2014;

10.1.6 an Coimisiún has issued a notice pursuant to Clause 10.2 below;

10.1.7 the Contractor (if an individual) has an order of bankruptcy made against him;

10.1.8 a petition is presented for the winding-up of the Contractor;

10.1.9 a petition is presented for the appointment of an examiner to the Contractor;

10.1.10 a meeting of the Contractor is convened at which a winding up resolution is to be proposed;

10.1.11 a receiver or receiver and manager is appointed over the undertaking or assets or any part thereof of the Contractor;

10.1.12 the Contractor enters into or proposes to enter into any scheme or compromise or arrangement with its creditors; or

10.1.13 the Contractor is unable to pay its debts as they fall due.

10.2 Clawback

If the Grant is revoked in accordance with Clause 10.1, the Contractor shall repay to an Coimisiún on written demand all sums received by the Contractor in respect of the Grant. If the Grant is abated in accordance with Clause 10.1, the Contractor shall repay to an Coimisiún, on written demand, all sums received by the Contractor in excess of the abated Grant. In either case, all sums shall be repaid immediately and in full (without set-off, abatement, withholding, counter-claim or similar) and in default of such repayment, such sums shall be recoverable by an Coimisiún from the Contractor as a simple contract debt in a court of competent jurisdiction.

10.3 Interest

A Clawback Amount shall bear interest, from the date upon which it falls due under Clause 10.2 (both before and after judgment), at a rate of 3% per annum over the three months European Inter Bank Offered Rate from time to time. In determining when a Clawback Amount was paid by the Contractor to an Coimisiún, it will be assumed that an Coimisiún is first recovering a sum paid to the Contractor by an Coimisiún on an earlier date before it recovers a sum paid by an Coimisiún to the Contractor at a later date for the purposes of calculating interest due.

10.4 Termination

This Contract shall terminate on the date of the last scheduled Grant instalment by an Coimisiún to the Contractor, unless terminated earlier in accordance with its terms or on the occurrence of an Insolvency Event. Any termination of this Contract is without prejudice to the rights and entitlements of an Coimisiún under the terms of this Contract or to the rights and remedies of an Coimisiún at law or in equity in relation to the matters concerned with such termination. The termination or expiration of this Contract does not affect the enforceability of provisions of this Contract which are expressed to operate following termination or expiration or which by implication have effect following termination or expiration (including all indemnities).

10.5 Consequences of Termination

Upon termination (or expiry) of this Contract for any reason:

10.5.1 all rights and obligations of the parties under this Contract shall automatically terminate except for any rights of action which may have accrued prior to termination (or expiry) and any rights or obligations which expressly or by

implication are intended to commence or continue in effect on or after termination (or expiry);

10.5.2 each party shall, if requested to in writing by the other party, promptly destroy all copies of relevant Confidential Information in whatever form in its possession, custody or control.

11 SECTION 11 – CONFIDENTIALITY

11.1 Confidentiality

The Contractor undertakes that, save as provided in this Contract or as authorised in writing in advance by an Coimisiún, it shall at all times during the term of this Contract and following the expiry or termination of this Contract:

11.1.1 keep confidential all Confidential Information;

11.1.2 not disclose any Confidential Information to any other person;

11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Contract;

11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

11.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act that would result in a breach of the provisions of this clause 11.

11.2 Authorised disclosure

The restrictions set out in this clause 11 do not apply to any use or disclosure authorised by an Coimisiún or required by law or any information which is already in, or comes into, the public domain otherwise than through the Contractor's unauthorised disclosure.

11.3 Property of an Coimisiún

The Contractor agrees that documents, manuals, hardware and software provided to the Contractor by an Coimisiún for the purposes of the Project and any data or documents (including copies) produced, maintained or stored on the Contractor's computer systems or other electronic equipment shall remain the property of an Coimisiún.

11.4 Consequences of Termination

The provisions of this clause shall continue in force in notwithstanding the expiry or termination of this Contract for any reason.

12 SECTION 12.0 – INDEMNITY AND LIABILITY

12.1 Indemnity

The Contractor shall fully and effectively indemnify, hold harmless and keep so indemnified an Coimisiún on demand from and against any liability, loss, claim, demand, damage, fine, award, expense, or cost suffered or incurred by an Coimisiún arising directly or indirectly out of or in connection with the undertaking, completion and/or exploitation of the Project or Project Output by the Contractor and/or its Sub-Contractors and/or the performance or non-performance by the Contractor and/or its Sub-Contractors of any of its obligations set out in this Contract or any other acts or omissions of the Contractor or its Sub-Contractors, agents, employees, officers and/or representatives. This indemnity survives the expiration or termination of this Contract.

12.2 Liability

An Coimisiún has no liability or responsibility to the Contractor whatever (whether under contract, tort, equity, statute or otherwise) arising out of or in connection with this Contract (except the obligation to pay the Grant, where payable, subject to the terms of this Contract and provided that an Coimisiún's liability in such respect shall not exceed the amount of the Grant properly due and owing). Without limiting or affecting the foregoing, an Coimisiún is not liable or responsible to the Contractor or any other person for any consequences, whether direct or indirect, that may come about from the Contractor undertaking, completing, realising, implementing or exploiting the Project (or failing to do so), the use of the Grant or the revocation or abatement of the Grant.

13 SECTION 13.0 – GENERAL

13.1 Assignment

13.1.1 The Contractor may not assign, sub-contract, mortgage, charge or otherwise transfer the benefit or burden of this Contract in whole or in part without the prior written consent of an Coimisiún.

13.1.2 Subject to clause 13.1.1. all sub-contract documents and sub-supplier selection shall be subject to prior written approval by an Coimisiún prior to award by the Contractor of each sub-contract. No such approval shall create any contractual relationship between an Coimisiún and any Sub-Contractor.

13.1.3 The Contractor shall be fully responsible for the performance by its Sub-Contractors in relation to the Project and for the acts and omissions of all its Sub-Contractors to the same extent as it is for the acts and omissions of its employees.

13.1.4 The Contractor shall maintain all sub-contract records and documentation, including without limitation, correspondence between the Contractor and its Sub-Contractors and shall preserve such documents for three (3) years after termination of the Contract or such other period as an Coimisiún may request. The Contractor shall make such records and documentation available to an Coimisiún as part of an Coimisiún's rights of audit under the Contract.

13.2 Notices

Any notice under this Contract shall be in writing and signed by or on behalf of the party giving it. Any notice under or in connection with this Contract must be in the English or Irish language and must be delivered personally or sent by pre-paid registered or recorded delivery post to the party intended to receive the notice at its address set out at the front of this Contract or any revised address notified in accordance with, and for the purposes of, this Clause 13.2. Unless the contrary is proved, each notice is deemed to have been given or made and delivered (if by post) two (2) Working Days after posting or (if delivered by hand) the next Working Day after it was left at the relevant address.

13.3 Entire Agreement

This Contract represents the entire of the understanding of the parties concerning the subject matter of this Contract and overrides and supersedes, in particular, all prior discussions, agreements, letters of intent and other matters concerning it which are hereby revoked by mutual consent of the parties. The Contractor confirms that it has not relied on, and has no remedies in respect of, any representations, statements, warranties, conditions and terms except those expressly set out in the Contract and that the parties have not entered into any collateral contract. Nothing in this Clause 13.3 excludes any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

13.4 Execution

Each Party is entering into the Contract as a principal on its own behalf. This Contract is effective only upon the same being executed and delivered by or on behalf of each party. This Contract may be executed in any number of counterparts and by the different parties on separate counterparts, each of which when executed constitute an original; all such counterparts together constituting but one and the same instrument.

13.5 Obligations

If the Contractor comprises of more than one person, all the provisions of this Contract are entered into jointly and severally by each such person and all such persons are jointly and severally liable under this Contract. This Contract is binding on, and enures to the benefit of, the successor and assigns of any party (provided that this is without prejudice to Clause 13.1).

13.6 Waiver

The provisions of this Contract may only be waived by a party in writing by express reference to this clause. A waiver by a party of any breach by the other of any of the provisions of this Contract does not constitute a general waiver of such provision or of any subsequent act contrary to it. The failure or neglect by a party to enforce any provision of this Contract is not (and will not be deemed to be) a waiver of that party's rights under this Contract or Law and does not prejudice a party's right to take subsequent action in respect of such provision.

13.7 Amendment

No amendment of this Contract shall be valid unless it is in writing and signed by or on behalf of each of the parties.

13.8 Unenforceable Terms

If any provision of the Contract is held by any court of competent jurisdiction or other competent authority to be unenforceable, illegal or void in whole or in part, then such part may be severed by the relevant court or competent authority from the remainder of the Contract which will remain in full force and effect to the fullest extent permitted by Law.

13.9 No Partnership

This Contract does not constitute any party the legal representative, employee, employer, joint venturer, partner or agent of the other party nor does any party or any successor of any party have the right or authority to assume, create or incur any liability or obligation of any kind expressed or implied against or in the name of or on behalf of any other party.

13.10 Saver of Rights

13.10.1 An Coimisiún has knowledge of the contents of the Contractor's Constitution, where applicable. An Coimisiún is not deemed, by virtue of such knowledge or any consent to their amendment, to have consented to any transaction or event which may be contemplated in the Contractor's Constitution or in any such agreement.

13.10.2 Unless a right or remedy of an Coimisiún is expressed to be an exclusive right or remedy, an Coimisiún's rights are cumulative and the exercise of any right or remedy by an Coimisiún is without prejudice to its other rights and remedies under this Contract and/or Law.

13.11 Proper Law

This Contract and all matters and disputes arising out of or in connection with it is governed and construed in accordance with the laws of Ireland and each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of the Irish Courts.



SCHEDULE 4
PROJECT PLAN

SCHEDULE 5

BUDGET AND FINANCE PLAN

Please refer to Schedule 4 for Budget.

PROJECT FINANCE PLAN		
Source	Amount	Percentage of Total
Coimisiún na Meán	€●	
●[Co-Financier]	€●	
●[Co-Financier]	€●	
Total	€●	100%



IN WITNESS whereof the parties have entered into this Contract the day and year first above
WRITTEN.

PRESENT when the Seal of
COIMISIÚN NA MEÁN
was affixed hereto:-

COMMISSIONER

DIRECTOR

() 2025

PRESENT when the Common Seal of
CONTRACTOR NAME
was affixed hereto:-

AUTHORISED SIGNATURE 1

AUTHORISED SIGNATURE 2

Please
affix
company
seal
here