

## (Application) form for EATA support

Applicant		
Address		
Contact details		
Skills, qualifications		
Project title		
Requested grant period		
Key words		
Aim of the study, methods, expected results (max 100 words)		
Brief description of project (max 100 words)		
Connection to TA (max 100 words)		
Contribution to TA (max 100 words)		
Detailed Budget		
	Expenses list	
	List of Travelling expenses	
	List of Services	
	Salary details	
	Others	
Output details - type of output, date of output, details, etc. (max 100 words)		
Previous projects		
Publications (max. 20)		
Resume (max 100 words)		
Reference		

Attached Annex should be NO more than one page.

## 2008 - CONDITIONS OF EATA GRANT

### 1 Introduction

1.1 EATA represented by Research Committee offer to give << applicant name field >>, ("the applicant") for << project name field >>, a grant of <<insert total sum in block capital letters>> EUROS (<<insert sum in figures>>) for the financial year 2007/2008 and (where appropriate, 2008/2009 [DELETE WHERE NOT NEEDED]) for the project described in the application for grant to the EATA Grants Scheme dated <<insert date>> (hereinafter referred to as "the project").

1.2 This offer of grant is subject to the terms and conditions of this letter and the Annexes to it.

1.3 The agreement constituted by this offer and the acceptance of it will have effect as a contract between the EATA and the applicant.

### 2 Definitions and Interpretation

2.1 In these Conditions, the words and expressions set out in Schedule 3 shall have the meanings ascribed to them in that Schedule;

2.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

2.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.

2.4 Save as otherwise provided herein, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions.

### 3 Purposes of the Grant

3.1 The Grant shall only be used for the purposes of the Project and for no other purpose whatsoever.

3.2 No part of the Grant shall be used to fund any activity carried out, or material published by the Grantee, which is partly political in intention, use, or presentation or appears to be designed to affect support for a political party.

### 4 Payment of Grant

4.1 The Grant shall be paid by the EATA to the Grantee in accordance with the terms of Schedule 1 attached hereto.

4.2 At the end of each Financial Year, the Grantee shall prepare an account showing all expenditure incurred by the Grantee in connection with the Project during that Financial Year.

4.3 When requested to do so by the EATA office, the Grantee shall submit, together with the accounts required at clause 4.2, a report summarising the outcomes and performance of the Project. Such a report shall include such statistical and other information relating to the impact of the Project as shall be required by the EATA office.

4.4 In the event that the amount of the Grant paid by the EATA to the Grantee during that Financial Year exceeds the amount of the expenses reasonably and properly incurred by the Grantee in connection with the Project in that Financial Year, the Grantee shall within 14 days of receiving a written demand in respect thereof from the EATA, repay to the EATA the amount of such excess. In the event that the Grantee fails to pay such amount within the 14 day period, the EATA shall be entitled to interest on the sum at the rate of 2 per cent per annum above the base lending rate (or the equivalent) of the **EATABank** prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest thereon.

4.5 Notwithstanding any provision of this Agreement, the foregoing provisions of clause 4 and Schedule 1 shall be subject to the following:

4.5.1 The EATA shall not be bound to pay to the Grantee, any instalment of the Grant which has not been claimed by the Grantee in accordance with the preceding parts of this clause 4 by **28 February** in the Financial Year in which it should have been claimed, irrespective of the cause of the Grantee not making such claim.

## 5 Inspection and Information

5.1 The Grantee shall keep and maintain for a period of 3 years after the expenditure occurs, adequate and proper records and books of account recording all receipts and expenditure of monies paid to it by the EATA by way of Grant. The Grantee shall afford the EATA and their representatives, such access to those records and books of account as may be required by them at any reasonable time in response to a written request for such access from the person seeking it and the Grantee shall provide such reasonable assistance and explanation as the person carrying out the inspection may from time to time require.

5.2 The Grantee shall ensure that adequate internal expenditure controls are in place and that all resources are used economically, effectively and efficiently.

5.3 The Grantee shall submit, together with the accounts required at clause 4.2, a 2-page report addressed to the EATA office with 2 photos for publication on the EATA website, by 28 February each year. These should detail the extent to which targets, achievements, outputs etc specified in relation to the Project are being met. Such reports, once requested, will continue until such a time as the EATA advise otherwise. The EATA office may also request any other information they may reasonably require to satisfy themselves that the Project is consistent with the

Application. The Grantee shall provide the EATA with prompt access to any information they reasonably require to ensure that these conditions have been complied with.

## 6. Access to Information and Confidentiality

6.1 The Grantee will respect the confidentiality of any commercially sensitive information that they have access to as a result of the Project.

## 7 Assets and equipment

7.1. The Grantee shall not, without prior written consent of the EATA, dispose of any equipment purchased with Grant funds within five years of the award being made.

## 8 Publicity

8.1 The Grantee shall where reasonably practicable acknowledge in all publicity material the contribution of the EATA to its costs. The EATA may require to approve the form of such acknowledgement prior to its first publication.

## 9 Default

9.1 The EATA may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that: -

9.1.1 The Grantee commits a Default;

9.1.2 The EATA Research committee through the vote of majority consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;

9.1.3 The Grantee fails to carry out the Project;

9.1.4 In the EATA Research committee through the vote of majority opinion, the progress on the Project is not satisfactory;

9.1.5 In the EATA Research committee through the vote of majority opinion, the future of the Project is in jeopardy;

9.1.6 If at any time within the duration of the Agreement:-

(a) the Grantee passes a resolution that it be wound up, or a court makes an order that the Grantee be wound up, in either case otherwise than for the purposes of reconstruction or amalgamation, or circumstances arise which would enable a court to make such an order or the Grantee is unable to pay its debts or

(b) a receiver, manager, administrator or administrative receiver is appointed to the Grantee, or over all or any part of the property which may from time to time be comprised in the property and undertaking of it, or circumstances arise which would

entitle a court or a creditor to appoint such a receiver, manager, administrator or administrative receiver.

9.2 In the event that the Grantee becomes bound to pay any sum to the EATA in terms of the preceding clause 9.1, the Grantee shall pay the EATA the appropriate sum within 14 days of a written demand for it being given by or on behalf of the EATA to the Grantee. In the event that the Grantee fails to pay such amount within the 14 day period, the EATA shall be entitled to interest on the sum at the rate of 2 per cent per annum above the base lending rate (or the equivalent) of the EATA Bank prevailing at the time of the written demand from the date of the written demand until payment in full of both the sum and the interest thereon.

9.3 Any failure or omission by the EATA to exercise or delay by the EATA in exercising, any right or remedy to which they are entitled by virtue of the foregoing clauses 9.1 to 9.3 shall not be construed as a waiver of such right or remedy.

10 Assignment

10.1 The Grantee shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement without the prior written consent of the EATA.

11 Termination

11.1 Notwithstanding clauses of Agreement may be terminated by EATA giving not less than 3 months' notice in writing.

12 Continuation of Conditions

12.1 These Conditions shall continue to apply for a period of 5 years after the end of the financial year in which the final instalment of the Grant was paid.

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ACCEPTANCE

I,.....  
...,

accept the offer of grant

for the .....  
project

on the terms and conditions set out in the Department's letter and the attached Conditions of Grant.

Signed.....

Date.....

Print  
Name.....

Position.....  
....

I / We hereby claim EUR\_\_\_\_\_, being the grant due from the EATA Grant  
Scheme under the terms and conditions of the EATA offer letter dated \_\_\_\_\_

SIGNED:\_\_\_\_\_

DATE:\_\_\_\_\_

NAME:\_\_\_\_\_

POSITION:\_\_\_\_\_

ORGANISATION:\_\_\_\_\_

ADDRESS:\_\_\_\_\_

#### Definitions

" Agreement" means the agreement constituted by the EATA invitation to apply for a grant, the Grantee's Application, the Award Letter, the Grantee's acceptance of the offer made in the Award Letter and these Conditions;

" Application" means the application for a Grant made by the Grantee;

" Award Letter" means the letter offering the Grant to the Grantee to which these Conditions are annexed;

" Conditions" means these grant conditions;

" Default" means:

(a) Any breach of the obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);

(b) Any failure to perform or the negligent performance of any obligation under this Agreement;

(c) Any breach of any legislation; or

(d) Any negligence or negligent or fraudulent mis-statement, or any other default,

In all cases by either party, its employees, agents or representatives;

" Financial Year" means a period from 1 April in one year until 31 March in the next;

" Grant" means the grant offered by the EATA to the Grantee as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

" Grantee" means the person, organisation or body to which the Grant will be payable as specified in the Award Letter. Where two or more persons, organisations or bodies are the Grantee, references to the "Grantee" are to those persons, organisations or bodies collectively and their obligations under the Agreement are undertaken jointly and severally;

"Intellectual Property Rights" means all rights of ownership, including all copyrights and other intellectual property rights in books, leaflets and other printed and published materials in whatever form produced as part of the Project by or on behalf of the Grantee including all reports and any such published materials stored in or made available by means of an information technology system and the computer software relating thereto and all patents, trademarks, registered designs and other rights in the nature of intellectual property;

"Project" means the purpose for which the Grant has been awarded as described in the Award Letter;

"Payment" means each of the payments specified in Schedule 1 hereto.

Schedule 4

Please complete this and return with signed acceptance slip to the agreement.

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#### BANK DETAILS

Please provide the Bank account details for you / your organisation

Bank Name

Account Name

Bank Address

SWIFT code

Account Number (IBAN)

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