

Collaboration Agreement (“Agreement”)

This Agreement is made on the 1st day of January, 2016

between the following:

Galway-Mayo Institute of Technology (“GMT”)

Dublin Road,
Galway City.

Athlone Institute of Technology

Dublin Road,
Athlone,
Co. Westmeath.

Marine Institute (MI)

Rinville,
Oranmore,
Co. Galway.

National University of Ireland Galway (NUIG)

University Road
Galway.

University College Cork (UCC)

Western Road,
Cork.

Ulster University

Cromore Road
Coleraine
Co. Londonderry BT52 1SA
Northern Ireland.

otherwise each known as a "Party" or together as the "Parties" to this Agreement.

WHEREAS the basis for this Agreement stems from the mutual desire of the Parties to organise, finance, manage and operate the *Strategic Marine Alliance for Research and Training (SMART)* (the "Project") for a period of one year from January 1st, 2016. Since 2011 GMIT ran the programme on the basis of a similar collaborative project on behalf of the parties. In 2010, GMIT ran a similar programme under the title *National Research Shiptime Training Programme (NRSTP)*, but on sub-contract from the Marine Institute.

NOW, THEREFORE in consideration of the mutual undertakings herein contained, the Parties hereto agree as follows:

1. Scope of Agreement

1.1. The Parties agree that GMIT will manage the Project on behalf of all Parties from the 1st day of January 2016 to the 31st day of December 2016. The Project will be reviewed annually and a decision on the management of the Project for each subsequent year shall be made by the 31st day of December of each year. The Project is further described in Schedule 1.

1.2 The Parties undertake to form a Steering Committee composed of a representative of each Party to direct the strategy and activities of the Project. The Terms of Reference of the Steering Committee will be determined by the Parties.

1.3. In addition, the staff employed by GMIT on behalf of the Project may engage in other activities as agreed from time to time by the Steering Committee.

2. Term

The Parties agree that the commencement date of the Project for 2016 shall be January 1st, 2016 and the completion date shall be December 31st, 2016 (the "Term"). An extension of this Agreement is possible once the Term is complete with written agreement between the Parties.

3. Budget

The Budget required to run the Project for the Term is agreed for each year of the Term between the Parties on an annual basis. The Budget agreed for 2016 is €187,500 and is

further detailed in Schedule 2. Each Party undertakes to pay an agreed sum to finance the Budget for the Term proportionate to their use of training within the Project on an annual basis for the Term.

The Parties agree that the Budget will be used by GMIT for the purpose of the Project only and GMIT will provide a financial report annually and at the end of the Project verifying the purpose of all expenditure.

On presentation of invoices by GMIT, payments by each other Party will be made in two annual instalments on the due dates as follows:

- 60% due within 30 days of the execution date of the Agreement
- 40% due within 60 days

All payments under this Agreement shall be due promptly on, or before the due dates, in any case within 30 days of the invoice.

The Parties hereby agree and undertakes to make each of all payments to GMIT's bank account electronically:

Bank Name :-	Bank of Ireland
Bank Address :-	Mainguard Street, Galway.
Bank Sort Code :-	90-37-95
Bank Account No :-	36381298
BIC/SWIFT CODE :-	BOFIE2D
IBAN :-	IE23 BOFI 9037 9536 381298
<i>Quoting Ref:-</i>	<i>SMART 2016</i>

Any minor requests for training by other third party Higher Education Institutes will be charged at cost. The sums received will be paid into the Project account at GMIT.

Notwithstanding the provisions of this clause, if any sum due under this Agreement is not paid by its due date by a Party, GMIT may, at its option and without prejudice to any rights it may have under this Agreement or otherwise, terminate or suspend performance of this Agreement with that Party.

4. Indemnity

Each Party hereby undertakes to indemnify and keep indemnified for the Term the other Parties ("the indemnified parties") and its employees, members of the Steering Committee, servants, agents and sub-contractors for the term against all actions, proceedings, claims, costs, losses, damages, expenses (including legal costs and expenses on a full indemnity basis), demands and liabilities whatsoever and howsoever arising which may be brought against the indemnified parties or incurred or suffered by the indemnified parties arising out of or in connection with any breach or default by each party in performing its obligations in accordance with this Agreement PROVIDED THAT to the extent that any such claim, cost, loss or damage is covered by one or more insurances specified in clause 5, then the indemnified parties shall have no claim under their indemnity PROVIDED FURTHER THAT the maximum aggregate liability of any Party to the other Parties pursuant to this indemnity or any other provision of this Agreement shall not exceed the indemnified limits for the insurances set out in clause 5. This clause shall also apply to any third party who may access the Project from time to time and any such party must provide evidence of such insurance and indemnity. Certificates of Insurance shall be furnished to GMTI before training begins by all Parties.

5. Insurances

All Parties must provide written evidence of their own insurance cover - Public Liability indemnity of €6,500,000 Any One Event and Employers Liability indemnity of €13,000,000 Any One Event for the Term. The insurance cover must extend to cover any activities being carried out as part of the Project. This clause also applies to any third parties who might access the Project from time to time. Certificates of Insurance will be presented to GMTI before training begins.

6. Limitation of Liability

The Parties will not be liable to each other for any indirect, consequential or special loss or damage for any claim relating to the following:

- a) loss of profits;
- b) loss of goodwill;
- c) loss of business;
- d) loss of anticipated savings; or
- e) loss arising from delay.

7. Termination

7.1. This Agreement may be terminated at any time during the term by any Party ("the terminating party") by giving three month's written notice to GMTI. In the event of termination by any Party, any agreed sum committed to the end of the Term shall be paid in full by the terminating party to GMTI for the subsequent allocation to the Project and this Agreement shall remain in full force and effect between all remaining parties to the Agreement.

7.2. Notwithstanding other provisions for termination or expiration, this Agreement may be terminated:

7.2.1. if any Party commits any material breach of any term of this Agreement and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the other Party to remedy the breach (such request to contain a warning of such Party's intention to terminate); or

7.2.2. by a Party forthwith on giving notice in writing to the other if the other Party shall have a receiver, examiner or administrator appointed to it or over any part of its undertaking or assets or shall pass a resolution for winding-up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other Party shall become subject to an administration order or shall enter into any voluntary arrangement with its creditors or shall cease or threaten to cease to carry on business.

7.3. On termination or expiry of this Agreement for whatever reason, all rights and obligations of the Parties under this Agreement, and all terms of the Agreement, shall automatically terminate except for:

- (a) any obligations and/or rights of action which may have accrued prior to termination;
- (b) any obligations and/or rights of any Party which otherwise relate to or may arise at any future time from any breach or non-observance of obligations under this Agreement which arose prior to the date of termination or expiry;
- (c) the following Clauses shall continue to be binding on the Parties: Clauses 4, 5, 6, 11, 12 and 15.

8. Force majeure

Neither Party shall be liable to the other if its performance of its obligations (except obligations to make payments) under this Agreement is prevented or hindered due to any circumstance outside its control.

9. Amendment

Any variation to the performance of the Project shall only take effect upon written agreement of the terms between the Parties.

10. Further assurance

The Parties shall use all reasonable endeavours to do or procure to be done all such further acts and things and execute or procure the execution of all such other documents as may be reasonably required from time to time for the purpose of giving each Party hereto the full benefit of the provisions of this Agreement.

11. Waiver of remedies

No delay or failure of either Party in enforcing against the other Party any term or condition of this Agreement and no partial exercise by either Party of any right hereunder shall be deemed to be a waiver of any right of that Party under this Agreement.

12. Entire agreement

The Parties have read and understood this Agreement and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof and supersedes all proposals, representations, understanding and prior agreements whether oral or written and all other communications between them relating thereto.

Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether Party to this Agreement or not) other than as expressly set out in this Agreement.

13. No Agency

No provision of this Agreement creates a partnership between the Parties and no Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make commitments on any of the other participating Parties behalf.

14. Sub-contracts

This Agreement is personal to the Parties and neither may assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without the prior written consent of the other Party.

15. Governing Law & Dispute Resolution

This Agreement shall be deemed to be an agreement subject to the Law of the Republic of Ireland. In the event of disputes, the Parties undertake to use best efforts to resolve these between themselves in a reasonable and amicable manner. If this is not possible, the dispute will be resolved by an external Expert to be chosen at the request of either Party by the President for the time being of the Law Society of Ireland, who shall be requested to choose a suitably qualified and experienced Expert for the resolution of the dispute in question and whose decision shall be final.

16. Severability

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality, or such provision may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

17. Counterparts

This Agreement may be executed by the Parties in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement”.

IN WITNESS whereof the Parties hereto have executed this Agreement in six duplicate copies on the date first written above

Signed for and on behalf of **Athlone Institute of Technology**

Bill Delaney
Signature

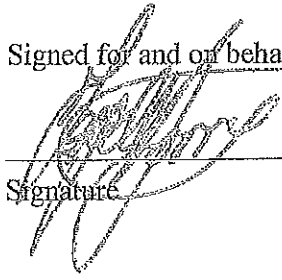
Bill Delaney
Name in Block Capitals

Witnessed by

Trudy Stack
Signature

TRUDY STACK
Name in Block Capitals

Signed for and on behalf of Galway-Mayo Institute of Technology

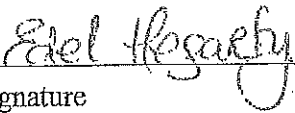


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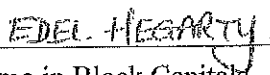


Name in Block Capitals

Witnessed by



Signature



Name in Block Capitals

Signed for and on behalf of the Marine Institute

Signature

Name in Block Capitals

Witnessed by

Signature

Name in Block Capitals

Signed for and on behalf of the National University of Ireland Galway

Signature

Name in Block Capitals

Witnessed by

Signature

Name in Block Capitals

Signed for and on behalf of **Galway-Mayo Institute of Technology**

Signature

Name in Block Capitals

Witnessed by

Signature

Name in Block Capitals

Signed for and on behalf of the **Marine Institute**

Michael Galloway

Signature

MICHAEL GALLOWAY

Name in Block Capitals

Witnessed by

Deirdre Fitzhenry

Signature

DEIRDRE FITZHENRY

Name in Block Capitals

Signed for and on behalf of the **National University of Ireland Galway**

Signature

Name in Block Capitals

Witnessed by

Signature

Name in Block Capitals

Signed for and on behalf of **Galway-Mayo Institute of Technology**

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Name in Block Capitals

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Signed for and on behalf of the **Marine Institute**

Signature

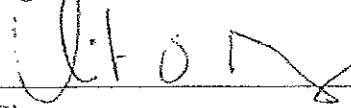
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Signature

Name in Block Capitals

Signed for and on behalf of the **National University of Ireland Galway**

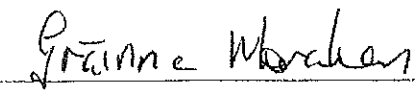


Signature

VINCENT O'FLAHERTY

Name in Block Capitals

Witnessed by



Signature

GRAINNE MORAN

Name in Block Capitals

Signed for and on behalf of **University College Cork**

Paul Ross

Signature

PAUL ROSS

Name in Block Capitals

Witnessed by

Signature

Name in Block Capitals

Signed for and on behalf of **Ulster University**

Signature

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Name in Block Capitals

Signed for and on behalf of **University College Cork**

Signature

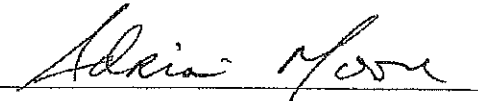
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Name in Block Capitals

Signed for and on behalf of **Ulster University**

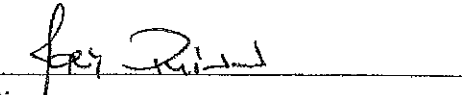


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Name in Block Capitals

Schedule 1. Project Description

Project Title: *Strategic Marine Alliance for Research and Training (SMART)*

Aims of Project: To develop and deliver high quality, multidisciplinary research vessel based training to third-level students of marine sciences, technology and engineering nationally and internationally for 2016.

1. Personnel

GMIT have appointed two researchers as coordinators and these personnel will report to the Head of School of Science (on behalf of the Parties) at GMIT. The coordinators will, in the course of their duties, work with the Parties at various locations as required.

2. Co-ordination Activities

- Co-ordination and organisation of all training related to the Project in 2016 including:
 1. SMART NUIG EOS CM Spring 2016
 2. SMART MaREI Ocean Energy 2016
 3. SMART NUIG SEMRU 2016
 4. SMART AFGDP Fisheries & Aquaculture 2016
 5. SMART UCC BSc Geoscience 2016
 6. SMART UU Common Module Spring 2016
 7. SMART GMIT AMBS 2016
 8. SMART-AWI-POGO-NUIG Atlantic Ocean Climate Scholars Programme 2016
 9. SMART-AWI-POGO NoSoAT 2016
 10. SMART Common Module Winter 2016
 11. SMART AIT MEng MECI 2016
 12. SMART UCC Practical Offshore Geological Exploration 2016and all other programmes which are within the aims of the Project
- Ensure effective liaison with the Marine Institute regarding logistics related to the programme
- Co-ordination of the development of shared modules at undergraduate and postgraduate level through co-operation of the relevant academic staff among the Parties
- Co-ordination of proposals for shiptime and for additional resourcing which as required by the consortium may develop in response to future calls

3. Promotion

- Promotion of the activities of the Project as agreed by the Parties.
- Produce (and update) a marketing plan for the Project including a website

4. Ship Training

- Ensure the delivery of the Project on time and within budget
- Organise and carry out preparations for ship-training (e.g., pre-cruise meetings)
- Provide on-board training, and associated land-based activities, in accordance with the ship schedule
- Undertake whatever post-cruise activities are required to complete cruise requirements including the production of required reports

5. Reporting

- Provision of semi-annual interim reports to the Parties on activities and delivery against plan and budget
- Organisation and reporting on joint meetings of the Parties
- Ensure that time is appropriately divided between consortium members and instigating a system to record activity to verify this
- Provision of reports to any other body which may have such a requirement (e.g. funding agency)
- Ensuring that there is in place an effective annual, budgetary, financial management and reporting system that is in compliance with all public service requirements for the Term.

Schedule 2: Budget for 2016*

The total 2016 budget for the programme is €187.5k to be spent as follows:

1. Parties Programme of Work

Income		BUDGET
Partner Contributions		
Galway-Mayo Institute of Technology		20,000
National University of Ireland, Galway		20,000
University College Cork		20,000
University of Ulster		10,000
Marine Institute		10,000
Athlone Institute of Technology		10,000
Course Fees		
Student Fees - Science at Sea		4,500
Student Fees-AMBS		9,000
Agri-Food Graduate Development Programme		4,000
External Funding		
Eurofleets		15,000
HEA		65,000
TOTAL INCOME		187,500

Expenditure		Total
Pay		0
Salary-Coordination	65000	
Employers PRSI @ 10.75%	6988	
Salary Administration	56830	
Employers PRSI @ 10.75%	6109	
		134,927
Travel & Subsistence		
Travel & Subsistence	5,950	
Seagoing Allowance	21,543	
		27,493
Teaching-External subcontractors & INFOMAR		
SMART NUIG EOS CM Spring 2016	2500	
SMART MaREI Ocean Energy 2016	1000	
SMART NUIG SEMRU 2016	500	
SMART AFGDP Fisheries & Aquaculture 2016	1000	
SMART UCC BSc Geoscience X 3 (Prev CV15028)	500	
SMART UCC BSc Geoscience X 3 (Prev CV15028)	500	
SMART UU Common Module Spring 2016	2000	
SMART GMIT AMBS 2016	2000	
SMART-AWI-POGO-NUIG Atlantic Ocean Climate Scholars 2016	2000	

SMART-AWI-POGO NoSoAT 2016	0	
SMART Common Module Winter 2016	5000	
SMART AIT MEng MECI 2016	2000	
SMART UCC Practical Offshore Geological Exploration 2016	2000	
		21,000
Design, Printing & Publications		
Design & Printing Costs-Brochures	500	
Website maintenance-overhaul	1,000	
Website Annual Domain Charges	250	
Advertising - General	100	
		1,850
Equipment and Fees		
Office hot-desking fees	1,280	
Professional Fees -Medical	150	
Computer Software Maintenance Contracts	200	
Freight transport	100	
		1,730
Consumables		
Lab consumables	500	
		500
		0
TOTAL EXPENDITURE		187,500

2. Other parties

In addition, other HEIs or third party users will be billed for the services provided by GMIT on behalf of the Project