



IRISH RESEARCH COUNCIL
An Chomhairle um Thaighde in Éirinn

**IRISH RESEARCH COUNCIL EMPLOYMENT BASED POSTGRADUATE
PROGRAMME**

2018

TERMS AND CONDITIONS



**AN ROINN OIDEACHAIS
AGUS SCILEANNA** | **DEPARTMENT OF
EDUCATION
AND SKILLS**

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **Academic Supervisor** shall mean the person or persons responsible for supporting and guiding the Scholar and ensuring the quality of the research produced under the Scholarship.
- 1.2. **Council** shall mean The Irish Research Council (see www.research.ie).
- 1.3. **Employment Mentor** shall mean the person or persons designated by the Employment Partner (see 1.4) as being responsible for supporting and mentoring the Scholar relating to the Employment Partner's involvement in the Scholarship.
- 1.4. **Employment Partner** shall mean a business, a company, a registered charity, a Social, cultural or not-for-profit civic organization, a semi-state commercial organization or eligible public body with a physical operational base located in Ireland that will employ the Scholar for the duration of the award. *Eligible Public Body shall mean:* a public service body with specific scientific or cultural infrastructure that is integral to the conduct and completion of the proposed research. If a public body or HEI is a research performing organisation eligible to apply independently for IRC schemes, it is not eligible to be funded as an employment partner under this scheme.
- 1.5. **Funding Term** shall mean the period between the official start date and agreed end date of the Scholarship.
- 1.6. **Higher Education Institution or (HEI)** For the purposes of this Scholarship, a higher education institution in Ireland (as defined in clause 1.7) must be: within the meaning of Section 1 of the Higher Education Authority Act, 1971; and/or approved for the purposes of the Free Fees initiative; and/or in receipt of some other form of public funding from the Department of Education and Skills. A list of eligible Irish HEIs is provided on www.research.ie.
- 1.7. **Ireland** shall for the purposes of these Terms & Conditions mean the Republic of Ireland.
- 1.8. **Research Project** shall mean the research work proposed by the Scholar and approved by the Irish Research Council.
- 1.9. **Scholar** shall mean the person awarded a Scholarship.
- 1.10. **Scholarship or Council Scholarship** shall mean the Irish Research Council Postgraduate Scholarship as outlined in the Letter of Offer.
- 1.11. **Scholarship Fund** shall mean the funding for the Scholarship.

2. IRISH RESEARCH COUNCIL

- 2.1. **The mission of the Council is to enable and sustain a vibrant and creative research community in Ireland.** The Council funds excellent Researchers across all disciplines and encourages interdisciplinary research and engagement with enterprise. The Council facilitates the career development of Researchers by funding those at an early stage of their research career to associate with

established research teams who have achieved international recognition for their work, including those who work closely with enterprise. The primary strategic objective of the Council centres on building an expertise-driven research system to enhance Ireland's creative and innovation capacity and skills base in a rapidly changing global environment where knowledge is key to economic, social and cultural development. Key to the Council's mission is to support the development of research expertise for application within academia, enterprise, civic society and public policy and in doing so provide diverse career opportunities for talented individuals.

3. DESCRIPTION OF SCHOLARSHIP

- 3.1. The Council offers opportunities for suitably qualified individuals to take up an employment-based award to carry out research leading to a postgraduate qualification in any discipline, granted by an eligible HEI within Ireland. The application for a scholarship is developed by the applicant, in collaboration with an Employment Partner and host HEI. Awardees have, for the term of the award, dual status as employee of the employment partner and postgraduate student of the host HEI.
- 3.2. Application for a scholarship can be made in respect of both a Masters Degree by Research or a PhD.
- 3.3. Ideally, Scholars will be new employees of the Employment Partner in line with the emphasis on creating new jobs in the Government's Action Plan for Jobs (APJ). However, applicants who are existing employees of the Employment Partner may also be facilitated.
- 3.4. The aim of the Scholarship is to:
 - 3.4.1. Embed the scholar in a professional research and innovation environment for training and development whilst simultaneously providing postgraduate education leading to a Masters by Research or PhD; and
 - 3.4.2. facilitate research collaboration, knowledge transfer and networking between scholars & their host HEIs and Irish-based employers.
- 3.3 The programme will be of interest to eligible Employment Partners with one or more of the following interests or priorities:
 - to pursue a research project linked with its mission through the employment of a dedicated researcher, collaborating with a HEI
 - to further develop the research capacity/output of the organisation
 - to enhance links with research leaders in HEIs
 - to support the training, development and throughput of early-stage researchers in areas linked to the organisational mission
 - to target future research talent for permanent roles in the organisation

- 3.5. The Scholar will hold an **'Irish Research Council Employment Based Postgraduate Scholarship'**.
- 3.6. The Scholarship supports research across all disciplines.
- 3.7. Awards under the Irish Research Council Employment Based Postgraduate Programme are made to the individual Scholar; however, note Clause 6.3 below.

4. DEGREE TYPE AND FUNDING STRUCTURE

- 4.1. Funding of the scholarship will operate as set out in section 6 below.
- 4.2. All Scholarships will commence with effect from 1st October 2018 (no later or earlier). Exceptions to this rule will not be considered.
- 4.3. The duration of funding to be given for the Scholarship is dependent on the type of degree being pursued and the date of first registration.
- 4.4. A Scholar who is a new entrant to the degree for which the Council has awarded funding is entitled to funding for the full duration of the degree subject to these Terms and Conditions.
- 4.5. The Scholarship is not intended to substitute for or to augment funds available under programmatic research actions. A Scholar who is already registered for one of the degrees as listed in the table below is not eligible for funding apart from Scholars falling within clauses 4.5.1 – 4.5.4 inclusive:
 - 4.5.1 A Scholar who has completed part of the degree on the basis of being self-funded.
 - 4.5.2 A Scholar who has completed part of the degree on the basis of being in receipt of a Student Universal Support Ireland (SUSI) grant.
 - 4.5.3 A Scholar who has completed part of the degree on the basis of being in receipt of a HEI-funded bursary or Scholarship.
 - 4.5.4 A Scholar who has completed part of the degree on the basis of being in receipt of a Central Remedial Clinic Ciaran Barry Graduate Scholarship.

Employment Based Postgraduate Programme 2018

Degree type	Duration of full degree	Date of first registration	Indicative duration of funding to be given
Research Masters Degree	12 months	September/October 2018	ONE Year
		<i>Registrations prior to September 2018 are ineligible.</i>	
Structured Research Masters Degree	24 months	September/October 2018	TWO Years
		September/October 2017	ONE Year
		<i>Registrations prior to September 2017 are ineligible</i>	
Traditional Doctoral Degree	36 months	September/October 2018	THREE Years
		September/October 2017	TWO Years
		September/October 2016	ONE Year
		<i>Registrations prior to September 2016 are ineligible.</i>	
Structured Doctoral Degree	48 months	September/October 2018	FOUR Years
		September/October 2017	THREE Years
		September/October 2016	TWO Years
		September/October 2015	ONE Year
		<i>Registrations prior to September 2015 are ineligible.</i>	

4.6 Exceptions to the above date of first registration may be made for those who have taken eligible career breaks¹ from their degree programmes, including those who have temporarily withdrawn from their degree programme for duly certified medical reasons.

4.7 The office of the Vice-President/Dean of Research/Head of Development, as applicable, will be required to endorse an application on behalf of their institution

¹ Eligible career breaks include: maternity leave, paternity leave, adoptive leave, prolonged sick leave, carer's leave. Provision of documented evidence of an eligible career break will be required if an exception is to be requested.

and must confirm the Scholar's participation on the specified type of degree being pursued (see table above).

- 4.8 Where a Scholar is pursuing a structured degree programme, the Dean of Graduate Studies (or his/her equivalent) will be required to confirm that the Scholar's programme includes the development of discipline-specific knowledge, research skills and generic/transferable skills in line with the national definition in Appendix I and meets institutional requirements for a structured programme, including coursework requirements. This requirement may be the subject of audit by Council and, with reference to Clause 11.11 below, the Council reserves the right to suspend or terminate a Scholarship if this requirement is breached.

5. SCHOLARS

- 5.1 Scholars are selected in accordance with the Council's Postgraduate Scholarship application and assessment process.

- 5.2 Although primarily based with the Employment partner scholars must register with their host institution as a full-time student.

- 5.3 During the funding term scholars must exclusively spend all of his/her working time on the Research Project at Masters or PhD education level and Training & Career Development activities, as per the Training & Career Development Plan in Clause 9.9.

- 5.4 Scholars must fulfil the following criteria:

5.4.1 must not have applied more than once to the Scheme and at the time of application:

5.4.2 be a new entrant to the degree for which they are to receive Council funding and have been formally accepted by the relevant department/school by, at the latest, **1st October 2018**; or

5.4.3 fulfil the criteria in Clause 4.5 if already registered and part of the degree has been completed.

and in the case of

5.4.4 Research Masters Scholarships, not currently holding or having previously held a Council Postgraduate Scholarship.

5.4.5 Degree Scholarships, not currently holding or having previously held any Council Postgraduate Scholarship other than those which would enable them to obtain a Research Masters Degree.

5.5 Scholars from any country may hold a Council Postgraduate Scholarship.

However, Scholars must:

5.5.2 maintain her/his principal residence in Ireland (as defined) during the period of the Scholarship.

5.5.3 satisfy the State's regulations on immigration and have the support of their HEI and Employment Partner with respect to these regulations and requirements if not a national of a member state of the European Union (EU). This must be completed in advance of signing a contract with the IRC.

5.6 For all Scholarships, arrangements with respect to immigration will be a matter for settlement between the Scholar, his/her HEI, the Employment Partner, and the relevant immigration authorities of the State.

5.7 Acceptance of the award is subject to these Terms and Conditions and the Guide for Applicants which, in conjunction with the Letter of Offer and completed and signed Acceptance Form, constitute the basis on which the award is held and/or renewed.

5.8 Scholarships are held subject to these Terms and Conditions. If any of these are breached by a Scholar, Council may suspend or terminate the Scholarship and/or may require reimbursement of such payments as have already been made to the Scholar on behalf of the Council.

6. SCHOLARSHIP STRUCTURE

Value of Scholarship

6.1 The total value of the Employment Based Programme Scholarship, will be up to a maximum of €24,000 in any approved year for the duration of the Scholarship and will consist of the following:

6.1.1 A contribution of €16,000 to the employment of the Scholar.

6.1.2 A contribution of up to a maximum of €5,750 to Scholarship fees (including non-EU Scholarship fees). In the event of any differential between this contribution and the institutional fee, this must be paid by the Scholar and/or HEI and/or Employment Partner. Scholars who hold a fee waiver from their HEI, or where no fee is required, or where fees are paid in full or in part by a third party, must inform the Council and the appropriate offices in their HEI and will not be eligible for the fee portion of the Scholarship.

- 6.1.3 eligible direct research expenses of €2,250 per annum to enable the scholar to carry out the research project. Please see Appendix III for guidance on what is considered an eligible direct research cost.
- 6.2 The maximum that can be spent in any year of the Scholarship is €24,000, plus any unspent balance of eligible direct research support expenses carried over from the previous year of the Scholarship. Apart from this exception, funds may not be carried forward from one year to the next.
- 6.3 While the Award is made to the individual Scholar, the Scholarship Fund is administered through the appropriate office within the host HEI.
- 6.4 No funds provided by the Council as part of the Scholarship Fund may be used by the HEI to cover overhead or administrative costs.
- 6.5 Funding will be provided only for the Research Project as presented in the application form and, if any departures from this become apparent during the development of the Research Project, the consent of the Council must be sought.
- 6.6 Expenses that occur outside the Funding Term are not eligible under the Scholarship.
- 6.7 The HEI will retain the eligible direct research support expenses portion of the Scholarship Fund provided by the Council (up to a maximum of €2,250 per annum), and transfer the €16,000 per annum contribution towards the employment of the Scholar and up to a maximum of €5,750 as the contribution to the Scholarship fees, to the Employment Partner.

Employment Partner Contribution

- 6.8 The Employment Partner **must** employ the Scholar (either temporarily or permanently) for the duration of the award as a full-time employee on the normal terms and conditions for salaried employees.
- 6.9 Payments received by the Employment Partner from the HEI can only be used to cover employment/salary costs and HEI Scholarship fees.
- 6.10 A formal employment contract must be drawn up between the Employment Partner and the Scholar and agreed for the entire period of the award. Such an employment contract must:
- 6.10.1 comply with all Irish employment laws and regulations;

- 6.10.2 ensure that the Scholar's work tasks and time at the Employment Partner must be devoted exclusively to work associated with the Scholarship only and thus be part of the Scholar's education, training and development; and
- 6.10.3 not contain any restraint of trade or non-compete clauses limiting the possibility of employment elsewhere.
- 6.11 The Scholar's salary, exclusive of Scholarship fees, will be negotiated between the Scholar and the Employment Partner and is inclusive of the Council's contribution of €16,000 to the employment of the Scholar. The net salary must not be less than €16,000, or the net salary for graduate entry to the Employment Partner, whichever is the greater.
- 6.12 The Employment Partner is required to contribute a minimum of €8,000 per annum, which may be used to cover employment/salary costs, including Employer's PRSI, and as a contribution to cover the cost of expenses incurred by the Scholar e.g. as a result of travelling back and forth between the Employment Partner and the HEI. The Scholar should not be out of pocket due to having to commute between the Employment Partner and the HEI.
- 6.13 Compliance with Irish laws and regulations on taxation will be a matter for resolution between the Scholar, the Employment Partner and the Irish Revenue Commissioners. A model of income and tax to be deducted is presented in **Appendix II**.
- 6.14 The Employment Partner will operate PAYE/PRSI/USC withholding on the salary paid by it to the Scholar and the relevant tax must be remitted to the Revenue Commissioners in line with the normal payroll procedures.
- 6.15 For the avoidance of doubt, all sums payable by the HEI to the Employment Partner shall be deemed to be exclusive of any VAT eligible under the VAT Consolidation Act 2010 and associated regulations. For all Scholarships, arrangements with respect to VAT will be a matter for settlement between the HEI and the Employment Partner and the Council will not be liable for any such costs.

APPROVAL OF EMPLOYMENT PARTNER

- 7.1. Where an Employment Partner proposed for an application for a scholarship is also an existing enterprise partner on the Council's separate Enterprise Partnership Scheme (EPS) and has outstanding funds payable to the Council for EPS, the Council reserves the right to decline the organisation for participation as an Employment Partner for the application in question.

8. RESPONSIBILITIES OF THE HOST ORGANISATIONS

Higher Education Institution (HEI)

- 8.1. The understanding of the Council in processing an application under the scheme is that the HEI is satisfied that the chosen Employment Partner is appropriate to and suitable for the proposed research project.
- 8.2. The HEI must also accept full accountability for managing, monitoring and assuring the quality of all research work funded under the Scholarship and management of the Scholarship Fund.
- 8.3. The HEI must ensure an Academic Supervisor is appointed with responsibility for supporting and guiding the Scholar and ensuring the academic quality of the research fully meets the academic requirements of the award of a postgraduate degree. This Supervisor would normally be a Principal Investigator, or other suitably qualified person.
- 8.4. The HEI is responsible for providing the in-house facilities and access to the equipment needed for the Scholar to carry out the Research Project, ensuring that all items of equipment and materials provided for the Scholarship are adequately maintained and are accessible on reasonable terms and conditions to other researchers.
- 8.5. The HEI must obtain and comply with all necessary and statutory permissions laid down by local and national authorities in relation to protecting the environment, preventing pollution and ensuring wider societal health and safety protection.

Employment Partner

8.6. The Employment Partner must:

- 8.6.1. have the capacity to provide professional guidance and to provide access to experimental facilities or data.
- 8.6.2. have a professional working environment capable of supporting the Research Project.
- 8.6.3. nominate an Employment Mentor to work with the Scholar and her/his Academic Supervisor. This Employment Mentor must be capable of mentoring the Scholar with regard to the Employment Partner's related aspects of the Research Project and contribute to the Scholar's professional development in the employment environment. Regular contact should be maintained between the Employment Mentor, the

Scholar, and the Academic Supervisor throughout the duration of the Scholarship.

- 8.6.4. ensure that the Research Project is embedded in the Employment Partner's organisation.
- 8.6.5. be in a position to financially support the Employment Partners contribution to the Research Project for the full agreed Funding Term of the Scholarship.
- 8.6.6. along with the HEI, accept full accountability for the management and monitoring the Research Project.
- 8.6.7. obtain all necessary permissions prescribed by local and/or national authorities and will comply with all requirements of such permissions together with all statutory requirements which may be necessary, to include but without prejudice to the generality of the foregoing: the protection of the environment, the prevention of pollution and ensuring wider societal health and safety protection.

9. CONDITIONS OF THE SCHOLARSHIP

Location of Scholarship

- 9.1. **Scholars must be primarily based with the Employment Partner**
- 9.2. Scholarships must be affiliated to an eligible HEI as defined in Clause 1.6.
- 9.3. The scholar must spend the minimum period of time in the host HEI that is necessary to meet the requirements to successfully complete their postgraduate research qualification. This time should be planned and agreed by the scholar, the host institution and the Employment Mentor.
- 9.4. Time spent in the host HEI should include (but is not limited to):
 - 9.4.1. structured coursework;
 - 9.4.2. Research Project requirements (where, for example, access to equipment is not available in the Employment Partner);
 - 9.4.3. Training and Career Development activities.
- 9.5. The Council requires Scholars to have regular contact with both Employment Mentors and Academic Supervisors. Academic Supervisors must be based at the same Higher Education Institution (HEI) to which the scholar is affiliated.

- 9.6. An Academic Supervisor at an Irish HEI and/or Employment Mentor is/are permitted to support more than one Scholar under the Employment Based Postgraduate Programme 2018 call. The Irish Research Council funds individual Scholars to carry out original Research Projects. In instances where an Academic Supervisor and/or Employment Mentor support(s) more than one Scholar, the Research Projects must be distinct and original with no significant overlap.
- 9.7. While the Council expects Scholars to complete their research affiliated to the host HEI originally proposed, the Council recognises that exceptional circumstances may call for a change of HEI. In this case, the Scholar and the proposed new Mentor/Supervisor and HEI (Department/School) must write to the Council stating the case for the change. The Council will examine the submission on its merits and respond with a decision on whether funding will continue in the new circumstances.
- 9.8. The Council requires Scholars to provide the Council with their ORCID Identification for tracking of research outputs and longer-term career development.

Training & Career Development Plan

- 9.9. The Scholar, Employment Mentor and Academic Supervisor are required to create a Training & Career Development Plan as a method for developing a comprehensive work plan for the life of the Scholarship and with a view to a viable career beyond the Scholarship period.
- 9.10. A record must be kept of Training & Career Development activities completed by the Scholar and these must be reported in progress reports submitted to the Council.

Additional Duties outside the remit of the Scholarship

- 9.11. A Scholar's first duty is to the successful completion of the Scholarship for which s/he has been awarded Council funding.
- 9.12. The *first* year of the Scholarship should be devoted exclusively to the development of the Research Project and the Training & Career Development Plan.²
- 9.13. Teaching is an essential means for the structuring and dissemination of knowledge and should be considered valuable within the Scholar's career. The Council therefore allows Scholars to undertake such additional duties (e.g. teaching duties, supervision, education provision and support activities) in the second and

² An exception to this may be made for Scholars on a structured degree programme where part of the course curriculum involves teaching in the first year of the degree. Provision of documented evidence of this requirement will be required if an exception is to be requested.

subsequent years of their degree, provided the Scholar meets the following conditions:

- 9.13.1. The Scholar obtains prior approval from their Employment Mentor and Academic Supervisor and retains a record of same.
- 9.13.2. The additional duties are not excessive (do not exceed a total 50 hours per academic term) and do not adversely affect researchers, particularly at the beginning of their careers, in the carrying out of their research activities.
- 9.14. The HEI and Employment Partner must keep and hold records and approvals of additional duties by Scholars and should ensure that they are taken into account in relevant evaluation/appraisal systems and contribute to the professional development of the Scholar.
- 9.15. Suitable training should be provided for teaching activities as part of the professional development of Scholars.
- 9.16. The Council will monitor teaching and other such agreements as part of its progress reporting mechanisms.
- 9.17. Contractual and remuneration matters in respect of additional/other duties are a matter for agreement between the Scholar, the Employment Partner and the HEI. Any such remuneration should be line with HEI rates.
- 9.18. Scholars may be required to participate in research events organised by the Employment Partner.
- 9.19. The Council may require the Scholar to attend such events or meetings as are arranged by the Council.

Additional Awards

- 9.20. The Scholarship is not intended to substitute for or to augment funds available under programmatic research actions, such as research project grants funded by national agencies. It may be held in conjunction with other externally funded travel bursaries, equipment grants or awards provided that:
 - 9.20.1. should the Scholar apply for further funding to another source, they will state as part of that application (whether or not they are required to do so) that they hold a Council Postgraduate Scholarship and will notify the Council prior to submitting the application.
 - 9.20.2. the value of other funding is not more than €16,000 in any given year during the Funding Term. However, the Council recognises that, from time to time, awards which exceed this limit may independently recognise the

outstanding merit of an awardee during the term of the Scholarship. In such circumstances, Scholars are advised that in *exceptional cases*, and then only on a case-by-case basis, they may hold such major personal awards in conjunction with the funding provided by the Council under this Scheme. The acceptance of such further awards during the Funding Term of the Scholarship is subject to the *prior* approval of the Council.

9.20.3. Scholars who have other sources of funding (other than through paid employment) such as travel grants, etc., must inform the appropriate offices in their HEI and the Council about the amount and source of the funding in writing. This information must also be recorded in the required progress reports. This applies to research funding received before or during the Funding Term.

9.20.4. the other funders agree that the Council Scholarship can be held alongside theirs. The Council will not involve itself in the decisions of other funding agencies/local authorities in this regard.

9.21. Tax issues which may arise from such bursaries or awards are of concern to the individual scholar and not the Council or the HEI or Employment Partner.

Knowledge Transfer

9.22. The Council encourages the commercialisation of research output as outlined in the national IP Protocol 2016 – policies and resources to help industry make good use of public research in Ireland.³

9.23. By way of employing the Scholar, the Employment Partner is entitled to own foreground Intellectual Property (Foreground IP⁴) generated by the Scholar during the course of the Research Project.

9.24. Should there be any contribution to Foreground IP by persons within the HEI other than the Scholar, the Employment Partner is granted the option to negotiate rights to that contributing IP with the HEI, such rights to be licensed on preferential terms, where the HEI is free to do so.

9.25. The Council does not make any claim to Intellectual Property arising from the Scholarship.

9.26. An agreement relating to the project (including reference to intellectual property rights and confidentiality) must be in place between the Employment Partner and the HEI before the Scholarship can commence. The terms of any such agreement must not conflict with those outlined in this document.

³ <http://research.ie/about-us/policies/>

⁴ Foreground Intellectual Property shall mean Intellectual Property created by a Party in the course of the Research Project and all rights therein.

- 9.26.1. A suggested template “Employment Based Postgraduate Programme Agreement” (EBPPA) for this purpose is at Appendix II which can be found on the Irish Research Council.
- 9.26.2. A copy of the EBPPA signed by the HEI, the Employment Partner and the Scholar must be forwarded to the Council before the Scholarship commences⁵.

Open Access Policy

- 9.27. The Council has established and will promote the following policy relating to the placement of research publications and outputs in Open Access Repositories. (It is accepted that there will be recognised instances in which the following might not be feasible – in this instance the Scholar should contact their Employment Mentor and Academic Supervisor for advice):
- 9.27.1. All Scholars must lodge their publications and other research outputs, resulting in whole or in part from Council-funded research, in an Open Access Repository and should make such publications publicly discoverable, openly accessible and re-usable as soon as is possible.
 - 9.27.2. All peer-reviewed journal articles and conference publications should be deposited as soon as possible, ideally at the time of acceptance by the journal/conference and no later than the date of formal publication.
 - 9.27.3. Other research outputs such as monographs, books, book chapters, research theses and reports should be deposited where possible.
 - 9.27.4. The repository should ideally be a local institutional repository to which the appropriate rights must be granted to replicate to other repositories. However, suitable repositories are those, both local and other, that provide free public access to, and make provision for long-term preservation of, published research findings.
 - 9.27.5. Repositories should release the metadata immediately upon deposit. Open Access to the full text paper should be made immediately upon deposit or once access restrictions, as required by certain publishers, have expired.
 - 9.27.6. Scholars should agree terms of deposit with publishers. Clarity should be sought on copyright, licensing and embargo policies and agreed policies with publishers must be respected. Access restrictions to full text articles may be applied as required by certain publishers. However, these restrictions should not normally exceed six months after publication for scientific, technical and health science research publications and twelve

⁵ The EBPPA should be forwarded to Dr Justin Sinnott, Programme Manager - IRC EBPP.

months for arts, humanities and social sciences research outputs. The Council recognises that this may not be a feasible option in all cases, and in such a case, an expected embargo of up to 24 months may be facilitated in the arts, humanities and social sciences, but this will be subject to on-going review.

More information on the Open Access Policy is available on the Council's website at <http://research.ie/about-us/policies/>.

Ethical Approval

- 9.28. The Council is committed to the maintenance of high ethical standards in the research that it funds through this Scholarship.
- 9.29. The HEI must have in place clear ethical guidelines and assurance procedures designed to manage research under its direction.
- 9.30. All Scholars are required to give careful consideration to ethical issues which may arise in the course of their research.
- 9.31. If ethical issues arise in their research, Scholars are required to submit a written statement to the Council to the effect that full consideration has been given to the ethical implications of the research proposal.
- 9.32. This statement must further demonstrate the Scholar's proposed resolution of the ethical issues arising.
- 9.33. Where a Scholar's research proposal requires approval by the HEI Ethics Committee, or the equivalent body in her/his Employment Partner (as appropriate), written evidence of such ethical approval is required by the Council to be submitted before the Scholarship can commence or within three months of the start date.
- 9.34. Scholars should adhere to the recognised ethical practices and fundamental ethical principles appropriate to their discipline(s) as well as to ethical standards as documented in the different national, sectorial or institutional Codes of Ethics.
- 9.35. The HEI, Employment Partner and Scholar must make sure that their research complies with all national and international regulation requirements governing the use of sensitive materials or processes, for example (and not intended to be a complete list): radioactive isotopes, ionising radiation, laboratory animals or other animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances and research on human subjects and human embryos.

9.36. If access to archival material in private custodianship, or archival material with restricted access is required for the project, written evidence of appropriate permission to consult such material must be furnished to the Council.

Sex/Gender Dimension

9.37. The Council Gender Strategy & Action Plan 2013 – 2020 is available on the Council's website.⁶

9.38. All Scholars are required to give careful consideration to any sex/gender dimensions which may arise in the course of their research.

9.39. Where the Scholar is involved in the organisation of conference, networking or dissemination panels, due regard should be given to gender balance within any such panel.

Research Integrity

9.40. The Employment Partner and HEI must ensure that the highest quality of research conduct is maintained. The Employment Partner and HEI must ensure that there are formal, fair and effective processes in place for the investigation of allegations of research misconduct (e.g. plagiarism, falsification or fabrication of data, improper data selection, misuse of research funds) when they arise. The systems must be clearly publicised, together with agreed procedures for investigating allegations of research misconduct. These processes, together with the agreed procedures for investigating allegations of research misconduct, must be transparent and clearly publicised. The systems in place to manage research misconduct should also align with the basic principles that underpin all research integrity and good practice as outlined in the national policy statement on Ensuring Research Integrity in Ireland⁷ and the European Code of Conduct for Research Integrity.⁸ The Employment Partner and HEI are required to report to the Council all findings of any proven case of research misconduct arising from a Council-funded research project.

Quality Assurance

9.41. The HEI is responsible for the local implementation of the Quality & Qualifications Ireland/Irish Universities Quality Board National Guidelines of Good Practice in the Organisation of PhD Programmes in Irish Universities and for endorsing the appointment of a principal Academic Supervisor to support and

⁶ http://research.ie/assets/uploads/2013/01/irish_research_council_gender_action_plan_2013_-2020.pdf

⁷ <http://research.ie/assets/uploads/2017/07/National-Policy-Statement-on-Ensuring-Research-Integrity-in-Ireland-2014.pdf>

⁸ https://ec.europa.eu/research/participants/data/ref/h2020/other/hi/h2020-ethics_code-of-conduct_en.pdf

guide the Scholar's work, to provide initial induction and to administer the Scholar's fund on his/her behalf.

- 9.42. The Scholar must be familiar with national guidelines such as the Irish Universities Quality Board's *Good Practice in the Organisation of PhD Programmes in Irish Higher Education* and the Higher Education & Training Award Council's *Research Degree Programme Policy and Criteria (2010)*.⁹

Acknowledgement of Council Scholarship Support

- 9.43. All proposed publications arising from the Research Project must have the approval of the Employment Mentor and the Academic Supervisor prior to publication.
- 9.44. All publicity, including public lectures, interviews, email signatures, letterheads, office signs, publications, monographs, print materials, online materials, press releases, television and radio advertisements, websites, film, video and audio recordings associated with or arising from the research undertaken by the Scholar while in receipt of a Council Scholarship must contain acknowledgement of funding received from the Council and its Strategic Funding Partner if relevant. Where possible, the Council logo should always be included in any such acknowledgement (The logo is available to download from the Council website).
- 9.45. All publicity (as listed above) must also contain acknowledgement of funding received from the Employment Partner unless otherwise requested.
- 9.46. All parties must comply with confidentiality as outlined in the Research Agreement referred to in Clause 9.26.
- 9.47. Notwithstanding the requirement to report on all publicity or achievements through progress reporting, Scholars are also required to notify the Council in advance of their participation in any significant events, including receipt of an award or medal, public dissemination of the scholar's research, or media coverage of same. Advance notification should be made by emailing schemes@research.ie.

10. FINANCE

Payment of Scholarship

- 10.1 Subject to the compliance of the Scholar, HEI and Employment Partner with these Terms and Conditions and to the receipt by the Council of satisfactory reports on the progress of the Scholarship, the Scholarship will be

⁹ Available at <http://www.qqi.ie/>.

paid to the Scholar's HEI, quarterly in advance, with the first instalment to be made as soon as the Scholarship commences.

- 10.2 All amounts payable in respect of the award of postgraduate Scholarships are made directly to the Scholar's HEI. The Council does not transfer any monies directly to the Scholar or the Employment Partner.
- 10.3 The HEI will then co-ordinate the payment of the award to the Employment Partner. It is the responsibility of the Scholar and Employment Partner to contact the relevant Postgraduate Grants office at the HEI with regard to administration at the HEI level funding.
- 10.4 The Scholar, in collaboration with their Academic Supervisor and Employment Mentor, is responsible for appropriate financial planning and spending during the Funding Term of the Scholarship.
- 10.5 Payment of a Postgraduate Scholarship is wholly subject to the continued receipt of funding by the Council from the Department of Education and Skills, and the Strategic Funding Partner (where relevant). In the event of such funding being reduced or discontinued, neither the Department of Education and Skills, the Strategic Funding Partner, nor the Council will be under any liability to provide funding or to compensate a Scholar for any reduction or cessation of such funding.

Financial Accountability

- 10.6 The HEI is responsible and accountable for the proper use of the Scholarship Fund.
- 10.7 The Council reserves the right to ask for confirmation from External Auditors of the HEI of the following:
 - 10.7.1 that the annual accounts of the HEI are up to date and have been approved by the Auditors without qualification.
 - 10.7.2 that the management letter from the Auditors raised no matters that did or could significantly affect the administration of Scholarships awarded by the Council.
 - 10.7.3 that monies received under the Scholarship have been used for the purpose for which they were awarded.
- 10.8 The Council also reserves the right to commission audits of the participating HEI for financial or other compliance. The HEI undertakes to fully facilitate these reviews.

- 10.9 The Council accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work funded by Scholarships and the HEI must fully indemnify the Council against all such expenditure or liabilities and against any actions, proceedings, costs, damages, expenses claims and demands arising from them including, in particular, but without limitation, any claims for compensation for which the HEI may be liable as an employer or otherwise, or any claims by any person in relation to any intellectual property.
- 10.10 The HEI will return all unspent funds to the Council at the end of the Funding Term.

11. REVIEW OF PROGRESS

- 11.1. The Council attaches considerable importance to procedures for monitoring research performance and ensuring effective progress under the Scholarship.
- 11.2. The Scholar, the Academic Supervisor and the Employment Mentor will be required to submit a comprehensive report annually, for each year of the Scholarship.
- 11.3. It will be the responsibility of the Scholar to make sure that all progress reports are submitted on time. The timely submission of these reports is a condition of the continuation of the Scholarship.
- 11.4. The format for these reports is available from the Council, and will include but will not be limited to:
- 11.4.1. Research progress and outputs (including outreach activities).
 - 11.4.2. Career development progress
 - 11.4.3. Financial update.
- 11.5. These reports must be accompanied by a confidential evaluation of the progress of the Scholarship from the Scholar, the Employment Mentor and the Academic Supervisor and the Employment Mentor. A template will be available from the Council.
- 11.6. Reports will be requested by the Council and submitted by the Scholar and Academic Supervisor.
- 11.7. Such reports, combined with other evidence of attainment, such as formal institutional approval, are a condition of continuation/renewal of funding.
- 11.8. If the Scholar does not submit progress reports on time or if the Council receives an unsatisfactory progress report or evaluation, the Scholar will be informed of the

unsatisfactory report. The Scholar will be allowed to resubmit an amended report. The Council reserves the right to convene a Review Committee to evaluate the Scholarship to date, in accordance with the deliverables outlined in the original proposal to the Council (including the research plan and proposed outputs, and Training & Career Development Plan).

- 11.9. If asked to do so, the Scholar, Employment Mentor and Academic Supervisor must attend meetings with the Council to provide an account of the progress or outcomes of the Scholarship.
- 11.10. If a Review Committee is convened by the Council, this committee can draw as necessary on disciplinary inputs from experts who have acted as evaluators. The Council will provide feedback to the Scholar indicating either:
 - 11.10.1. Report satisfactory in all respects and Scholarship confirmed.
 - 11.10.2. Report deficient in some areas and specific actions for resolution indicated with a time deadline.
 - 11.10.3. Report indicates evidence of unsatisfactory progress and the Scholarship may be suspended or terminated.
- 11.11. The Council may suspend or terminate the Scholarship where it deems necessary following review of the foregoing information and reports.
- 11.12. All Scholarships may be subject to an external research audit and financial audit.
- 11.13. It will be the responsibility of the Scholar's Employment Mentor and Academic Supervisor to ensure that if the Scholar leaves his/her Employment Partner or HEI, or is not dedicating sufficient time or effort to the Scholarship, the Council is informed immediately.
- 11.14. The Scholar must contact the appropriate office in his/her HEI if he/she has any concerns about his/her Scholarship. If concerns continue, the Scholar must contact the Council directly.
- 11.15. It is the responsibility of the Scholar to inform the Council of any change of address, telephone, or e-mail within two weeks of such a change. This should be done via the Scholar's profile page on the online system. For ease of contact, Scholars are requested to use a single email address for all correspondence from application to award and for the duration of the Scholarship.
- 11.16. Scholars are required to inform the Council, the appropriate office in his/her HEI, and his/her Employment Partner, of their research thesis submission.

- 11.17. Scholars are required to provide follow-up contact details for the purpose of destination tracking in their Final Report. The Scholar must agree to being contacted at a series of time periods post the Scholarship. Where a Scholar's contact details change from those furnished as part of the Final Report, the Scholar is asked to provide updated details via the Scholar's profile page on the online system.
- 11.18. The Council will periodically carry out a destination survey of those who have received and completed Scholarships, and the Scholar shall agree to cooperate in responding thereto.

12. DEFERRAL AND TERMINATION

Deferral of Scholarship

- 12.1. Scholarships may not be deferred or suspended, other than for eligible career breaks (e.g. maternity or parental leave), or in the case of suspensions, to undertake an internship or in exceptional circumstances (e.g. illness). A template form is available for the purpose of requesting a deferral or suspension. The decision is at the discretion of the Council whose decision on the matter will be final.
- 12.2. Scholars requiring to take maternity leave will be entitled to request a suspension of their award for a period of up to one year. A template request form is available for the purpose of requesting approval from the Council. Once approved, the scholarship will be suspended for the period of maternity leave requested and a new award end date will be calculated. The Council must be informed, in writing, of the expected commencement date of maternity leave at least four weeks in advance. Scholars should contact the Department of Social Protection directly to enquire if they are entitled to maternity benefits. No financial support is available from the Council to the scholar whilst on maternity leave. Scholars are referred to the Council's Maternity Leave Policy which is available [here](#).

Termination of Scholarship

- 12.3. Scholars who submit their thesis for examination before the last date allowable under the Funding Term must stop drawing any remaining funds from their Scholarship account at the end of the month of submission.
- 12.4. Should a Scholar be unable for any reason (including medical reasons) to pursue his/her project in accordance with these Terms and Conditions, the Council and the HEI Research Office must be informed by the Scholar as soon as possible, and no later than two weeks of such a situation coming to her/his attention. In such situations, Council will have regard to the usual conventions of the Scholar's HEI.

However, given the basis on which Scholarships are awarded, the Council reserves the right to withdraw or suspend the Scholarship.

- 12.5. The Council recognises that for personal, professional or other reasons, a Scholar may wish to terminate her/his Scholarship prematurely. This action should not be taken without *prior* consultation with Council.
- 12.6. Where the Scholar intends to prematurely terminate the Scholarship, the Council will require evidence of academic progress to the date of departure. In the event that the Council deems the Scholar's progress inadequate, the Council may pursue the Scholar or the HEI or both for reimbursement of the amounts expended.
- 12.7. If the Scholar terminates a Scholarship, the Council is not responsible for continuing to pay funds to the HEI. The Council may seek to recover some or all the funds allocated or used.
- 12.8. The Council reserves the right to suspend or terminate the Scholarship and/or require reimbursement by the HEI as the recipient of the Scholarship fund of some or all payments as have already been made to the Scholar if, in the opinion of the Council, there has been a material breach of the Terms and Conditions as outlined in this document.

13. GENERAL SCHOLARSHIP CONDITIONS

- 13.1. These Terms and Conditions will be governed by and construed in accordance with the laws of Ireland and all parties will expressly and irrevocably submit to the jurisdiction of the Irish Courts.
- 13.2. The Council will strive to adopt procedures that are consistent with the policies of the Irish Government in relation to the development of the Information Society and accordingly properly authenticated electronic communications will be treated as legally equivalent to paper submission.
- 13.3. The Council, HEI and Employment Partner must follow good practice on data protection, management and security. The Council cannot be held legally liable for interference by any third party.
- 13.4. It is a condition of acceptance of a Scholarship that Scholars grant permission to the Council to share data about the application with government departments and other national funding agencies for statistical and policy formation purposes.
- 13.5. The Council reserves the right to revise the Terms and Conditions of this Scholarship at any time. Any such revisions will be notified to participating HEIs

and will also be posted up on the Council's website.

14. DIGNITY IN THE CONDUCT OF RESEARCH

14.1 The Council supports a research system in which individual researchers are enabled to reach their full potential at all stages of their career. Scholars and their supervisors are entitled to carry out their research free from any form of harassment, victimisation, or bullying. HEIs have the responsibility to ensure an appropriate work environment and to deal with any complaints or issues speedily, in line with agreed grievance procedures. The Council's full statement on dignity in the conduct of research is available [here](#).

14.2 All Council staff are entitled to be treated with courtesy and respect at all times and, accordingly, are encouraged to report any instances of infractions to management. In cases where staff experience abusive or inappropriate behaviour, the Council reserves the right to report any such behaviour to the relevant personnel in the HEI or other organisation connected with the individual.

Appendix I

The following are key characteristics of a structured PhD programme in Irish higher-education institutions. Such programmes may involve inter-institutional collaboration.

- The core component of a structured PhD programme is the advancement of knowledge through original research; at the same time the structured PhD is designed to meet the needs of an employment market that is wider than academia.
- A high-quality research experience, training and output consistent with international norms and best practice.
- A structured PhD programme, in support of the original research activity, must include the following elements:
 - a formalised integrated programme of education, training and personal and professional development activities,
 - the development of discipline-specific knowledge, research skills and generic / transferable skills,
 - declared outcomes and graduate attributes in line with national and international best practice.
- Supervision by a principal supervisor(s), normally with a supporting panel approved by the institution.
- Progress to completion is formally monitored against published criteria and supported by formal institutional arrangements in line with national and international best practice.
- Successful completion and examination of the research thesis is the basis for the award of the PhD degree. Professional doctorates are not excluded from the consideration of a structured PhD definition – alternative forms of theses are also acceptable.
- Appropriate placements, rotations and assignments across wide sectors of the economy are encouraged for inclusion as part of the structured PhD programme.



Appendix II

This is provided as an example only.

Each scholar's income will vary according to their individual tax entitlements, as well as the size of the Employment Partner contribution. Compliance with Irish laws and regulations on taxation will be a matter for the Employment Partner.

Annual gross to net salary calculation for a single person 2013 Tax Year			
	Notes	EUR	EUR
Estimated annual gross salary			24,000
Estimated Total Annual Income			<u>24,000</u>
Taxed as follows:			
24,000	@	20%	4,800
-	@	41%	<u>0</u>
Less	Tax credits		
		Single Persons Credit	(1,650)
		PAYE tax credit	<u>(1,650)</u>
			(3,300)
PAYE due			1,500
Irish social security (PRSI) due	1(a)		960
Universal social charge (USC) due	2		<u>999</u>
Total PAYE, PRSI & USC due			<u>3,459</u>
			EUR
Estimated net income		24,000 less 3,459	20,541
Estimated employers PRSI	1(b)		2,580

Notes / Assumptions:

1	PRSI	a) <u>Employee PRSI</u> Employees PRSI	24,000	4%	960
		b) <u>Employers PRSI</u> Employers PRSI	24,000	10.75%	2,580
2	Universal Charge				
	Gross income		<u>24,000</u>		
	First	10,036	2%	<u>201</u>	
	Next	5,980	4%	<u>239</u>	
	Balance	7,984	7%	<u>559</u>	
		<u>24,000</u>			
	Total USC				<u>999</u>
3	This computation is based on the 2013 tax rates, bands and credits				

APPENDIX III SAMPLE IP AGREEMENT

Dated _____ 20[●]

(1) [*Full legal name of the HEI*]

and

(2) [*Full legal name of the Employment Partner*]

**IRISH RESEARCH COUNCIL EMPLOYMENT BASED
POSTGRADUATE PROGRAMME AGREEMENT (EBPPA)**

AGREEMENT RELATING TO IRISH RESEARCH COUNCIL EMPLOYMENT BASED POSTGRADUATE PROGRAMME

This Agreement dated _____ 20[•] is between:

- (1) [•] (the “HEI”); [an academic institution incorporated or established under [statute or charter in Ireland],] whose [principal address or registered office] is at [•] and
- (2) [•] (the “Employment Partner”), [a company or insert relevant entity type incorporated in [•] with registration number [•],] whose [principal place of business or registered office] is at [•].and
- (3) [•] (the “Scholar”), the person awarded the Scholarship whose principal place of residence is at [•].

Background:

- A. The Irish Research Council (“IRC”) operates the Employment Based Postgraduate Programme (“the Programme”) to provide opportunities to suitably qualified individuals to pursue a postgraduate degree in any discipline, at an eligible HEI within Ireland, while employed by an Employment Partner.
- B. The Employment Partner, the HEI and the Scholar have by acceptance of this award, agreed to be bound by the Terms and Conditions of the Programme (“the IRC Terms”).
- C. The Employment Partner and the Scholar both acknowledge that under the IRC Terms the HEI is made responsible for the distribution of the Scholarship Fund in the manner specified therein and both agree to co-operate with the HEI and notwithstanding any other provision of this Agreement, to do all such acts and things as may reasonably be required of each of them in order to facilitate the discharge by the HEI of its obligations under the IRC Terms in a timely manner and otherwise to ensure compliance with their own obligations under the IRC Terms.
- D. The Scholar is employed by the Employment Partner.
- E. This agreement sets out the way in which the scholarship will be managed by the Employment Partner, the HEI and the Scholar and deals with, among other things, intellectual property rights and confidentiality arising from the Programme.

The Parties agree as follows:

1. Interpretation

- 1.1 *Definitions.* In this Agreement (and the background recitals above), unless the context requires otherwise or unless otherwise specified the following words shall have the following meanings:

Academic Supervisor	Shall mean the person or persons responsible for supporting and guiding the Scholar and ensuring the quality of the research produced under the Scholarship.
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Background IP	Any Intellectual Property in the same or related fields to the research contemplated by this Agreement, developed, owned, licensed to or otherwise controlled by a Party prior to the Commencement Date or generated by that Party independently of the Project and, in each case, made available by that Party for use in connection with the Project in accordance with the process set out at Clause 7.3. A list of Background IP as at the date of this Agreement is set out in Schedule 2.
Commencement Date	The commencement date as set out in Schedule 1.
Completion Date	The completion date as set out in Schedule 1.
Confidential Information	<p>Any information relating to the business, affairs, technology, products or processes of a Disclosing Party that:</p> <ul style="list-style-type: none"> (i) in respect of information provided in documentary form or by way of a model or in other tangible form, at the time of provision is marked or otherwise designated to show expressly or by necessary implication that it is imparted in confidence; (ii) in respect of information that is imparted orally, described by the Disclosing Party or its representatives to the Receiving Party as being confidential at the time of disclosure [and confirmed in writing, marked confidential and sent to the receiving party within [28] days of the oral disclosure]; (iii) is a copy of any of the foregoing; or (iv) due to its character or nature, a reasonable person in a like position to the Receiving Party and under like circumstances would consider confidential.
Disclosing Party	The Party disclosing Confidential Information to the other Party in connection with the Project.
Employment Mentor	Shall mean the person or persons designated by the Employment Partner as being responsible for supporting and mentoring the Scholar relating to the Employment Partner's involvement in the Scholarship
Employment Partner	Shall mean a business, a company, a registered charity, a social, cultural or not-for-profit organisation, or a semi-state commercial organisation with a physical operational base in Ireland that will employ the Scholar for the duration of the award.
Exercise Notice	Written notice from the Employment Partner to the HEI that it wishes to exercise the Option.
FOIA	The Freedom of Information Act 2014, as amended, revised, modified or replaced from time to time.
Foreground IP	All Intellectual Property generated by the Parties in the performance of the Project.
HEI	Higher Education Institute – shall mean a recognised HEI entitled to award a Masters or a Doctorate of Philosophy (PhD) degree and which is approved by the IRC.
HEI Foreground IP	Shall mean IP created by the HEI in the performance of the project.

Intellectual Property (IP)	All intellectual property of any description including know-how copyright, trade marks, database rights, design rights, patents, utility models, and applications for, and the right to apply for any of the foregoing items.
IRC Terms	The IRC Employment Based Postgraduate Programme 2018 Terms and Conditions as set out in Schedule 3.
Know-How	Any unpatented technical information (including, without limitation, information relating to inventions, discoveries, concepts, methodologies, models, research, development and testing procedures, the results of experiments, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions) that is not in the public domain.
Losses	Includes any demand, claim, proceeding, suit, judgement, loss, liability, cost, expense, fee, penalty or fine.
Negotiation Period	[90] days from and including the date of the Exercise Notice, being the period within which the parties must negotiate and conclude a licence.
Notice Party	A Party in respect of whom notice of termination is issued by the other Party pursuant to Clause 12.1.
Option	The option to negotiate a licence to HEI foreground IP granted by the HEI to the Employment Partner pursuant to clause 7.8
Parties	The HEI, the Employment Partner and the Scholar, and “ Party ” shall mean any of them.
Personnel	The officers, directors, employees, contractors, researchers or registered students of a Party.
Project	The programme of work to be carried out by the Parties as described in the project plan in Schedule 1.
Publishing Party	Any Party intending to publish any results of the Project.
Receiving Party	The Party receiving Confidential Information from the other Party in connection with the Project.
Reviewing Party	The Party other than the Publishing Party.
Scholarship Fund	Shall mean the funding for the Scholarship.

1.2 *Construction.* In this Agreement, unless the context requires otherwise:

- (a) the headings are used for convenience only and shall not affect its interpretation;
- (b) references to persons shall include incorporated and unincorporated persons; references to the singular include the plural and vice versa; and references to either gender include the other and the neuter;
- (c) references to Clauses and Schedules mean clauses of, and schedules to, this Agreement;
- (d) references in this Agreement to termination shall include termination by expiry;
- (e) where the word “including” is used it shall be understood as meaning “including without limitation”;

- (f) time shall be construed by reference to time in Ireland;
- (g) 'this Agreement' mean the Clauses of, and the Schedules to, this Agreement, all of which shall be read as one document; and
- (h) 'business day' shall be construed as a reference to a day (other than a Saturday or Sunday) on which the banks are generally open for business in Ireland.

1.3 If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favouring or disfavours any Party by virtue of the authorship of any of the provisions of this Agreement.

2. Scope of the Project

2.1 *Project.* The Parties shall carry out the Project described in Schedule 1 with support from the Academic Supervisor and Employment Mentor.

Duration. The Project shall be carried out from the Commencement Date until the Completion Date or until such later date as may be agreed in writing between the Parties, or until it is terminated in accordance with the terms of this Agreement.

3. Review of Progress

3.1 The Parties shall agree a programme of work on a planned basis in order to complete the Research Project proposed by the Scholar and approved by the IRC. The Parties agree to update the programme of work at an agreed frequency.

3.2 The Parties will hold review meetings on an agreed basis.

4. Responsibilities of the HEI

4.1 The HEI will support the Scholar to undertake further education for the purpose of attaining either a PhD or Masters award.

4.2 The HEI shall transfer the portion of the Scholarship Fund to the Employment Participant as set out in the IRC Terms subject to such portion of the Scholarship Fund being paid to the HEI by the IRC and on deposit at the HEI.

4.3 The HEI has the right to stop making payments to the Employment Partner if

- a. requested to do so by the IRC;
- b. the Scholar has not progressed in accordance with the HEI academic regulations;
- c. the Employment Partner or the Scholar is in breach of the terms and conditions of the IRC Terms and this agreement.

4.4 For the avoidance of doubt, the obligation of the HEI to disburse payment of a portion of the Scholarship Fund to the Employment Partner shall at all times be subject to IRC having provided to the HEI the funds for that purpose. The Employment Partner shall be accountable for any and all relevant taxes and charges applicable to the Scholarship Fund paid to it.

4.5 The HEI shall deduct fees from the Scholarship Fund and shall have sole discretion on the application of funds other than those to be transferred to Employment Partner in accordance with the IRC Terms and this Agreement.

4.6 The HEI shall make equipment and facilities available for normal Scholar use. In the exceptional circumstances where use of certain items of equipment will incur additional charges, which are not covered by the Scholarship Fund, the HEI will notify the Employment Partner of these charges in advance.

5. Responsibilities of the Scholar

- 5.1 The relationship between the HEI and the Scholar is purely for attainment of further educational qualifications. A relationship of employer and employee shall not subsist between the HEI and the Scholar; accordingly the HEI shall not have any liability to Scholar as an employee. The relationship between the HEI and the Scholar is governed by the terms of the HEI academic regulations in force for the time being and from time to time this Agreement.
- 5.2 The Scholar shall comply with the IRC Terms.
- 5.3 The Scholar shall follow the reasonable instructions of the Academic Supervisor that are issued from time to time.
- 5.4 The Scholar is responsible for submitting the annual joint progress reports on time to the IRC. A copy of all reports must be submitted to the HEI.

6. Responsibilities of the Employment Partner

- 6.1 The Employment Partner shall comply on a continuing basis with its obligations under the IRC Terms.
- 6.2 The Employment Partner shall employ the Scholar and support the Scholar to undertake either a PhD or Masters in accordance with the IRC Terms.
- 6.3 The Employment Partner shall use all reasonable endeavours to enable the Scholar to meet the Scholar's obligations under this Agreement.
- 6.4 The Employment Partner shall apply the portion of the Scholarship Fund received from the HEI in accordance with the IRC Terms. The Employment Partner shall maintain financial records relating to the payments or remittance of funds received from the HEI and shall provide copies of all such records required by the HEI to comply with the IRC Terms. The Employment Partner shall at all times deal with any employment related matters with respect to the Scholar in a timely and proper manner.
- 6.5 The Employment Partner shall hold the HEI harmless and pay all costs that fall due to the IRC as a result of the Employment Participant's actions in breach of this Agreement.
- 6.6 The Employment Partner shall allow the HEI and its employees and agents and the IRC and its employees and agents to access and inspect the relevant accounts of the Employment Partner and the financial records referred to in Clause 6.4 in order to permit the HEI to comply with its obligations to the IRC under the IRC Terms.
- 6.7 The Employment Partner, as employer of the Scholar, shall discharge all emoluments and outgoings in relation to the Scholar (including, without limitation, all wages, PAYE, pay related social insurance contributions, universal social charge, pension contributions and otherwise).
- 6.8 The Employment Partner shall maintain in full and effect employer's liability and public liability insurance in such indemnity amounts and subject to such elements of self insurance as would be affected and maintained by a prudent person in the position of the Employment Participant.
- 6.9 The Employment Partner is solely responsible for remitting funds to the Scholar and the HEI has no liability to the Scholar in respect of the non-payment of such funds.
- 6.10 Prior to the Project commencement, the Employment Partner shall provide the HEI with evidence that the Scholar is an employee of the Employment Participant. If the Scholar ceases to be an employee of the Employment Partner during the term of the Scholarship, the Employment Partner shall notify the HEI within 30 days of the Employment Partner issuing such cessation notification to the Scholar.

7. Intellectual Property

7.1 *In this Agreement*

- (a) a person shall be taken to participate in the generation of: (i) an invention, only if he is considered the, or an, inventor of that invention under Irish patent law as it stands on the date on which the invention is made; (ii) copyright, only if he is the, or an, author of the work in question for the purposes of Irish copyright law as it stands on the date on which the work is generated; and (iii) know-how or information only if he makes a significant intellectual contribution to its generation for these purposes the contribution of previously generated Intellectual Property does not constitute a significant intellectual contribution; and
- (b) the term 'generated' includes a reference to the expressions 'discovered', 'conceived', 'first reduced to practice', 'created', and 'developed', and terms cognate with the term 'generated' shall be understood accordingly.

7.2 *Background IP.* Each Party shall retain all right and title to, and interest in its own Background IP. Nothing in this Agreement shall affect ownership of any Background IP. No licence to use any Background IP is granted or implied by this Agreement except the rights expressly granted in this Agreement.

7.3 *Register of IP.*

- (a) Schedule 2 sets out a list of Background IP that the Parties have agreed to make available for the Project as at the date of this Agreement, together with details of any restrictions or encumbrances on the use of that Background IP.
- (b) Any Party wishing to make available Background IP for use in the Project after the date of this Agreement shall provide the other Party with a written description of the Background IP together with details of any restrictions or encumbrances on the use of that Background IP.
- (c) The Employment Partner shall maintain a register of Background IP contributed to the Project detailing the name of the contributing Party together with details of any restrictions or encumbrances on its use specified by the contributing Party.
- (d) No Party may withdraw or make any amendments to the terms and conditions of any Background IP without the prior written approval of the other Party (such approval shall not be unreasonably withheld or delayed).

7.4 *Use of Background in the Project.* Each Party grants to the other Party a royalty-free, non-exclusive licence to use, and permit its Personnel who are involved in the Project to use, its Background IP for the purposes of carrying out the Project, but for no other purpose. Neither Party may grant any sub-licence to use the other Party's Background IP.

7.5 *Use of Background for other purposes.* Access rights to any other Party's Background IP for purposes other than that needed or necessary for carrying out the Research Project, including commercial purposes, shall be subject to a separate written agreement. This Clause 7.5 applies to the HEI and the Employment Partner only.

7.6 *Foreground IP.*

(a) all right and title to, and any interest in, any and all Foreground IP generated by the Scholar shall vest and remain vested in the Employment Partner.

(b) all right and title to, and any interest in, any and all Foreground IP generated by the HEI alone shall vest and remain vested in the HEI.

7.7 Subject to existing contractual obligations, the HEI grants to the other Parties a royalty-free non-exclusive licence to use HEI Foreground IP for the purpose and to the extent necessary for carrying out the Project.

7.8 The HEI grants to the Employment Partner a first option to negotiate a licence to commercially exploit any HEI Foreground IP. If the Employment Partner wishes to exercise an Option, it shall give an Exercise Notice to the HEI prior to the completion of the Project. Upon receipt of an Exercise Notice, the Parties acting reasonably shall promptly enter into negotiations in good faith

with a view to the conclusion of a licence agreement in respect of the HEI Foreground IP during the Negotiation Period. If the Industry Party does not exercise its Option during the term of the Project or the Parties are unable to agree the terms of a licence agreement within the Negotiation Period that Option shall lapse.

- 7.9 Any such licence shall be on fair and reasonable commercial terms and subject to separate agreement.

8. Confidentiality

- 8.1 *Confidentiality obligations.* Each Receiving Party undertakes:

- (a) to maintain as secret and confidential all Confidential Information obtained directly or indirectly from the Disclosing Party in the course of or in anticipation of this Agreement and to respect the Disclosing Party's rights therein;
- (b) to use such Confidential Information only for the purposes of this Agreement;
- (c) to disclose such Confidential Information only to those of its Personnel to whom and to the extent that such disclosure is reasonably necessary for the purposes of this Agreement; and
- (d) to ensure that all those to whom disclosure of or access to such Confidential Information has been given comply with the provisions of this Agreement, and the Receiving Party shall be liable to the Disclosing Party for any breach of this Agreement by any of the foregoing.

- 8.2 *Exceptions to obligations.* The provisions of Clause 8.1 shall not apply to Confidential Information which the Receiving Party can demonstrate by reasonable, written evidence:

- (a) was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; or
- (b) is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; or
- (c) is independently developed by the Receiving Party by individuals who have not had any direct or indirect access to the Disclosing Party's Confidential Information; or
- (d) is or becomes generally available to the public through no act or default of the Receiving Party or its Personnel.

- 8.3 *Disclosure in accordance with legal obligations.* To the extent that the Receiving Party is required to disclose any of the Disclosing Party's Confidential Information by order of a court or other public body that has jurisdiction over it or under other statutory or regulatory obligations it may do so, provided that, before making such a disclosure the Receiving Party shall, unless it is prohibited from so doing by law:

- (a) inform the Disclosing Party of the proposed disclosure as soon as possible, in any event, no later than five (5) business days after becoming aware of the proposed disclosure; and
- (b) cooperate with the Disclosing Party's reasonable, lawful efforts to resist, limit or delay such disclosure (at the cost and expense of the Disclosing Party).

Disclosure of any Confidential Information pursuant to any such order or requirement shall not be deemed to render it non-confidential and the Receiving Party's obligations with respect to such Confidential Information shall not be changed or lessened by virtue of any such disclosure, unless such disclosure results in one or more of the exceptions listed in Clause 8.2 above applying to that Confidential Information.

- 8.4 *Freedom of Information Act.* The Employment Partner acknowledges and agrees that the HEI is subject to FOIA and the codes of practice issued under FOIA as may be amended, updated or replaced from time to time. The Employment Partner agrees that all requests under FOIA relating to this Agreement and any other relevant records will be processed by the HEI under the terms of FOIA. The HEI and the Employment Partner shall communicate and cooperate in relation to the processing of any requests under FOIA.

- 8.5 *Notice of breach.* Each Party shall give notice to each of the other Party of any unauthorised use, disclosure, theft or other loss of that other Party's Confidential Information as soon as is practicable after becoming aware of it.
- 8.6 *Duration of obligations.* The obligations of confidentiality and non-use set out in this Clause 8 shall survive termination of this Agreement for any reason for a period of [five (5)] years from the date of termination.

9. Publication

- 9.1 The Parties recognise the IRC policy relating to the placement of research publications in open access repositories as set out in the IRC Terms. The Parties agree that the HEI and its authorised personnel, and the Scholar, shall be entitled to make oral, written or other public disclosures of the results of the Project and the Foreground Intellectual Property, including but not limited to:
- a. making presentations at seminars, symposia, professional meetings; and
 - b. publishing in journals, or otherwise of their own choosing, methods and results in accordance with normal academic practice;
- provided that the publication has been approved by the Academic Supervisor and the Employment Partner, in accordance with Clauses 9.2, 9.3 and 9.4 below.
- 9.2 *Prior consultation.* The Publishing Party shall submit its proposed publication in writing to the Reviewing Party at least 30 days before submitting it for publication.
- 9.3 *Delay for protection of IP.* If the Reviewing Party believes that delay is needed in order to seek patent or similar protection for any of the Reviewing Party's Background IP or any Foreground IP, the Reviewing Party may by giving written notice to the Publishing Party require the Publishing Party to delay the proposed publication for a maximum of ninety (90) days or other such time as both Parties may agree, or until any affected IP is protected, whichever is the sooner.
- 9.4 *Removal of Confidential Information.* All Foreground IP shall be treated as Confidential Information belonging to the Industry Party. The Reviewing Party may by giving written notice to the Publishing Party require the removal of any of the Reviewing Party's Confidential Information from the publication.
- 9.5 *Assumed permission.* If the Publishing Party does not receive a written objection from the Reviewing Party within 30 days of submission of notification of publication, then permission to publish shall be deemed to have been given.
- 9.6 The Scholar must receive written approval from the Academic Supervisor and the Employment Participant to proceed with the publication.
- 9.7 Notwithstanding the foregoing provisions of this Clause 9, nothing in this Agreement shall preclude the Scholar from including results of the Project and the Foreground Intellectual Property in any thesis or other dissertation for a doctoral or other degree (a "Thesis") or from following procedures for examination and for admission to postgraduate degree status provided that:-
- (a). a draft of the Thesis is submitted to the Employment Partner at least 30 days before the date of submission for examination; and
 - (b). where it is reasonably determined that the Thesis should be embargoed, the Parties agree that the Scholar is responsible for the embargo of the Thesis.

10. Warranties and Undertakings

- 10.1 *No implied warranties, etc.* Each Party acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 10.2 No warranty or representation is provided by the HEI that the Scholar will obtain any qualification. The award of any such qualification shall be subject to satisfactory progression and solely at the

HEI's discretion in accordance with the HEI's academic regulations for the time being and from time to time.

- 10.3 Only the Scholar has rights of appeal where such academic regulations are applied.
- 10.4 *Entitlement to enter the contract.* Each Party warrants to the other that it has full power and authority under its constitution and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement.
- 10.5 *No other warranties.* Neither Party warrants or undertakes that any result or outcome, whether stated in this Agreement or not, shall be achieved, be achievable or be attained at all or by a given Completion Date or any other date, nor does either Party give any warranty that the content or use of any results, Intellectual Property, reports, information or other materials provided in connection with this Agreement will not constitute or result in any infringement of third-party rights.

11. Liability and insurance

- 11.1 The HEI shall have no liability to the Employment Partner other than for breach of its obligations in accordance with Clause 8 (Confidentiality). Notwithstanding the foregoing, the HEI's total liability in contract, tort or otherwise arising out of or in connection with or in relation to this Agreement and the Research Project, excluding breaches of Clause 8 (Confidentiality), shall be limited to an amount in euro equal to the amount of the Scholarship Fund paid by the HEI to the Employment Partner during the preceding 12 month period.
- 11.2 Where the HEI is required to refund all or any of the Scholarship Fund to the IRC in accordance with the IRC Terms and the HEI is not at fault, then the Employment Partner shall, on request from the HEI, repay to the HEI the amount of the Scholarship Fund required to be refunded by the IRC.

12. Termination

- 12.1 This Agreement shall continue until the earlier of
- (a) cessation of the Project in accordance with Clause 9 of the IRC Terms;
 - (b) following all appeals, the Scholar has received written confirmation that he has failed to meet the progression requirements as set out in the HEI academic regulation;
 - (c) the Employment Partner becomes insolvent;
 - (d) the Scholar is no longer an employee of the Employment Partner; or
 - (e) agreement in writing between the HEI and the Employment Partner that this Agreement should terminate.
- 12.2 *Survival of obligations.* On termination or expiration of this Agreement for any reason, all rights and duties of the Parties with regard to each other will cease except for rights and remedies which may have accrued prior to termination or expiration and any rights and/or obligations which expressly or by implication are intended to commence, survive or continue in effect on or after termination or expiration. Without prejudice to the generality of this clause, the termination or expiration of this Agreement will not affect Clauses 6, 7, 8,9, 11 and, to the extent applicable, 13 which shall survive the expiration and/or termination of this Agreement.

13. General

- 13.1 *Amendments.* This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.
- 13.2 *Assignment.* Neither Party may assign, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party.

13.3 *Notices.* All notices given by either Party to the other pursuant to this Agreement shall be in writing and may be delivered by pre-paid post, registered courier or by hand to:

	Employment Partner Contact:	HEI Contact:
Name	[•]	[•]
Title	[•]	[•]
Address	[•]	[•]

Any such notice, if so given, shall be deemed to have been served:

- (a) if sent by hand, when delivered;
- (b) if sent by post or courier, one business day after posting.

13.4 *Severability.* If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of this Agreement and the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

13.5 *Counterparts and Signatures.* This Agreement may be executed in counterparts all of which taken together shall constitute one single agreement between the Parties. Transmission of an executed counterpart of this Agreement by fax or e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

13.6 *Announcements.* Neither Party shall make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the other Party in connection with or in consequence of this Agreement, without the prior written consent of the other Party.

13.7 *Law and jurisdiction.* This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Ireland and each Party agrees to submit to the exclusive jurisdiction of the courts of Ireland.

Agreed by the parties through their authorised signatories:

SIGNED For and on behalf of the HEI
[Insert full legal name of the HEI]

SIGNED For and on behalf of
[Insert full legal name of the Employment Partner]

Signed

Signed

Name

Name

Title

Title

Date

Date

SIGNED by the Scholar

Agreed and acknowledged by the Academic Supervisor

Signed

Signed

Name

Name

Title

Title

Date

Date

Schedule 1

Project Plan:

Commencement Date:

Completion Date:

Scope of Project: *Insert the project plan as agreed for funding under the Irish Research Council Employment Based Postgraduate Programme Terms and Conditions*

Schedule 2

Register of Background IP

HEI Background IP

Describe Background List any relevant restrictions and encumbrances associated with the Background

[•] [•]
[•] [•]

Industry Party Background IP

Describe Background List any relevant restrictions and encumbrances associated with the Background

[•] [•]
[•] [•]

Schedule 3

Irish Research Council Employment Based Postgraduate Programme Terms and Conditions

Appendix IV

- Only vouched expenses incurred in carrying out the research project during the agreed funding term are permissible.
- These may include, but are not limited to:
 - > materials and consumables;
 - > equipment costs;
 - > software and hardware critical for the proposed research¹⁰;
 - > pay-as-you-go access to national research infrastructures;
 - > archival research costs;
 - > reasonable travel, subsistence and conference costs¹¹;
 - > skills training directly related to the objective(s) of the scholarship;
 - > publishing and write-up costs;
 - > reasonable travel and refreshment costs for subjects and volunteers in studies¹².
- Living costs (e.g. rent) are not permissible.
- Awardees must adhere to institutional guidelines in relation to eligible direct research expenses at all times.
- The HEI must ensure proper financial management of the award and accountability for the use of public funds. It should also ensure that all unspent funds are returned to the Council at the end of the funding term.

¹⁰ A maximum limit of €1,000 for computers or laptops applies unless required for high-performance computing.

¹¹ Only reasonable and vouched travel and subsistence expenses for travel directly related to the scholarship are permissible. A *per diem* rate will not be offered to scholars in cases where vouched receipts are not provided.

¹² Incentives (such as cash or gift vouchers) for participation are not considered eligible costs.