



IRISH RESEARCH COUNCIL
An Chomhairle um Thaighde in Éirinn

**IRISH RESEARCH COUNCIL ENTERPRISE PARTNERSHIP SCHEME
POSTDOCTORAL FELLOWSHIP 2017**

TERMS AND CONDITIONS



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

TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 **Academic Mentor** shall mean the person or persons responsible for supporting and mentoring the Fellow and ensuring the academic quality of the research produced under the Fellowship.
- 1.2 **Council** shall mean the Irish Research Council (see www.research.ie).
- 1.3 **Enterprise Mentor** shall mean the person or persons designated by the Enterprise Partner (see Clause 10.6) as being responsible for supporting and mentoring the Fellow in relation to the Enterprise Partner's involvement in the Fellowship.
- 1.4 **Enterprise Partner** An eligible Enterprise Partner on this Programme is a business, a company, a registered charity, a social, cultural or not-for-profit civic organisation, a semi-state commercial organisation or eligible public body. 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 **Fellow** shall mean the person awarded a Fellowship.
- 1.6 **Fellowship or Council Fellowship** shall mean the Irish Research Council Postdoctoral Fellowship as outlined in the Letter of Offer.
- 1.7 **Fellowship Fund** shall mean the funding for the Fellowship.
- 1.8 **Funding Term** shall mean the period between the official start date and agreed end date of the Fellowship.
- 1.9 **Higher Education Institution (HEI)** For the purposes of these Fellowships, a higher education institution in Ireland (as defined in clause 1.11) must be: within the meaning of Section One 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.
- 1.10 **Host Organisation** shall mean the HEI as defined in Clause 1.9, or the RPO as defined in Clause 1.13 or the Enterprise Partner as defined in Clause 1.4.
- 1.11 **Ireland** shall for the purposes of these Terms & Conditions mean the Republic of Ireland.
- 1.12 **International Higher Education Institution or International HEI** shall mean an education body able to award a Masters and/or a Doctorate that is located outside of Ireland.
- 1.13 **Research Performing Organisation (RPO)** for the purposes of these Fellowships, an eligible RPO is one that possesses an existing in-house capacity to carry out research that materially extends and enhances the Irish research base and is in a position to demonstrate an independent capability to undertake and lead research projects/programmes, as approved by the Council.²
- 1.14 **Research Project** shall mean the research work proposed by the Fellow and approved by the Irish Research Council.

² See <http://www.research.ie/aboutus/institutional-eligibility> for details.

2. IRISH RESEARCH COUNCIL

- 2.1 The **mission of the Council is to enable and sustain a vibrant and creative research community in Ireland**. To address the broad skills and research needs within society, the Irish Research Council supports excellent researchers in all disciplines from Arts to Zoology. An agency of the Department of Education and Skills, the Council primarily funds early stage career researchers: namely, postgraduate students and postdoctoral researchers. Diverse career opportunities are enabled through a suite of programmes which partner with employers. The other key area of activity for the Council is the funding of research projects with a societal focus; the Council has established partnerships across government and civic society. The Council represents Ireland in particular dimensions of Horizon 2020 and, by providing supports for H2020 applicants, enhances opportunities for the Irish research community.

3. DESCRIPTION OF FELLOWSHIP

- 3.1 The aim of the Irish Research Council Enterprise Partnership Scheme Postdoctoral Fellowship, hereinafter referred to as the **Enterprise Partnership Scheme Postdoctoral Fellowship** is to encourage links with an Enterprise Partner to award co-funded two year Postdoctoral Fellowships to highly promising researchers in Ireland (see below). By working closely with an Enterprise Partner, researchers benefit from an enhanced research experience as well as having the opportunity to learn key transferable skills relevant to career/professional development. Fellows will hold an Irish Research Council Enterprise Partnership Scheme Postdoctoral Fellowship.

Fellowship Type	Duration	Official Start Date ³	Location of Fellowship
Enterprise Partnership Scheme Postdoctoral Fellowship	24 months	1 st January 2018	HEI/RPO

- 3.2 Awards under the Enterprise Partnership Scheme are made to the individual Fellow. However, note Clause 5.6 & 7.2 below.

4. FELLOWS

- 4.1 Fellows are selected in accordance with the Council's Postdoctoral Fellowship application and assessment process.
- 4.2 **Enterprise Partnership Scheme Postdoctoral Fellows** must fulfil the following criteria:

³ All Fellowships must commence on 1st January 2018 (no later or earlier).

4.2.1 must have been awarded their doctoral degree within the five-year period before the 31st July 2017.⁴ For the purposes of this condition, the date of graduation will be taken into account;

or

4.2.2 must have been certified as having fulfilled within the five-year period before the 31st July 2017⁴ all the requirements for the award of a doctoral degree, including a viva/thesis defence where such is required, but have not yet graduated. For the purposes of this condition, the original viva/thesis defence date and not the graduation date will be taken into account.

and

4.2.3 must have authored or co-authored at least one published peer-reviewed research publication;⁵ or demonstrable equivalent intellectual property output;⁶ or provided samples of their written research work to Council as follows:

4.2.3.1 a copy of the table of contents from their doctoral thesis;

and

4.2.3.2 one chapter from their doctoral thesis;

and

4.2.3.3 one further sample of written research work, as the applicant sees fit.

4.3 Enterprise Partnership Scheme Postdoctoral Fellows:

4.3.1 may have previously held a Government of Ireland Postdoctoral Fellowship;⁷

4.3.2 must not currently hold or have previously held a Council Enterprise Partnership Scheme Postdoctoral Fellowship;⁸

⁴ Extension to this five-year period can be considered on provision of documented evidence of an eligible career break; career breaks of up to 5 years are taken into account. Eligible career breaks include: maternity leave, paternity leave, adoptive leave, parental leave, prolonged sick leave, carer's leave.

⁵ A journal article in an international journal, or a peer-reviewed conference proceedings paper, that has been published or accepted for publication. Articles submitted or in preparation are not acceptable.

⁶ Such as a filed patent application, a granted patent, a trademark, a copyright, an industrial design, a utility model, an integrated circuit. For software engineers who have chosen to distribute their software freely rather than IP-protecting it, verifiable evidence of significant downloads of this software is acceptable.

⁷ Fellows must complete the full Funding Term of their Government of Ireland Postdoctoral Fellowship before commencing an Enterprise Partnership Scheme Postdoctoral Fellowship.

- 4.3.3 must not have been employed as a Postdoctoral Researcher for more than 5 years as at 31st July 2017.⁹
- 4.4 Fellows from any country may hold an Enterprise Partnership Scheme Postdoctoral Fellowship. However, Fellows under this scheme:
- 4.4.1 must maintain their principal residence in Ireland (as defined) during the period of the Fellowship and;
- 4.4.2 must satisfy the State's regulations on immigration and have the support of their host institution(s) with respect to these regulations and requirements if not a national of a member state of the European Union (EU).
- 4.5 For all Fellowships, arrangements with respect to immigration will be a matter for settlement between the Fellow and his/her host institution and the relevant immigration authorities of the State. See <http://ec.europa.eu/euraxess/index.cfm/services/index> for further information.
- 4.6 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.
- 4.7 Fellowships are held subject to these Terms and Conditions. If any of these are breached by a Fellow, the Council will suspend or terminate the Fellowship and/or may require reimbursement of such payments as have already been made to the Fellow.

5. FELLOWSHIP STRUCTURE

Value of Fellowship

- 5.1 The total value of the Enterprise Partnership Scheme Postdoctoral Fellowship will be up to a maximum of €45,895 in any approved year and will consist of the following:
- 5.1.1 a salary of €31,275 per annum (prior to income tax and social deductions) within the Funding Term;
- 5.1.2 employer's contribution to Pay Related Social Insurance (PRSI) costs of €3,365 (@ 10.75% of salary);
- 5.1.3 employer's pension contribution, where applicable, of €6,255 (@ 20% of salary). See www.research.ie for further information on pension eligibility;

⁸ Fellows previously employed on Council-funded projects are entitled to hold an Enterprise Partnership Scheme Postdoctoral Fellowship.

⁹ Eligible career breaks will not be included in the calculation of the 5 years. Career breaks of up to 5 years are taken into account.

- 5.1.4 eligible direct research support expenses to enable the Fellow to carry out the Research Project, including: essential research supplies such as small consumables; pay as you go access to national research infrastructure; software and hardware critical for the research¹⁰ to be obtained in the first year of the award; archival research costs; books and journals; conference travel and participation; generic and/or specialist disciplinary skills training; publishing and write-up costs. The exact amount of eligible direct research expenses is subject to sufficient justification being made in the funding application up to a maximum of €5,000 per annum. Only vouched expenses incurred in actually carrying out the Research Project within the Funding Term will be funded.
- 5.2 The maximum that can be spent in any year of an Enterprise Partnership Scheme **Postdoctoral Fellowship** is €45,895, plus any unspent balance of eligible direct research support expenses carried over from the previous year of the Fellowship. Apart from this, funds may not be carried forward from one year to the next.
- 5.3 No funds provided by the Council as part of the Enterprise Partnership Scheme Postdoctoral Fellowship Fund may be used by the HEI/RPO to cover overhead or administrative costs.
- 5.4 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 prior consent of the Council must be sought.
- 5.5 Expenses that occur outside the Funding Term are not eligible under the Fellowship.
- 5.6 While the Award is made to the individual Fellow, the Fellowship Fund is administered through the appropriate office within the HEI/RPO.

Taxation

- 5.7 The Fellowship will be subject to Irish Revenue Law.
- 5.8 Compliance with Irish laws and national regulations on taxation will be a matter for resolution between the Fellow, the HEI/RPO and the Irish Revenue Commissioners.¹¹

Enterprise Partner Contribution

- 5.9 The contribution from the Enterprise Partner will constitute one third of the total value of the Fellowship. This forms part of the Fellowship and is not in addition to the Fellowship.

¹⁰ Apart from this exception, Fellowship funds must not be used to purchase capital items.

¹¹ Some useful information can be found at <http://www.euraxess.ie/academic/page.aspx?SP=155>.

- 5.10 The Enterprise Partner's maximum contribution to a 24 month Enterprise Partnership Scheme Postdoctoral Fellowship will be €30,597.
- 5.11 The Council will issue the first invoice to the Enterprise Partner for payment of this contribution on receipt of the signed contract from the awardee and subsequent invoices will be issued annually over the lifetime of the Scholarship. Typically invoices will be issued one month before the start of the academic year. The Enterprise Partner's Scholarship contribution will be paid to the Council by electronic funds transfer within 30 days of receipt of invoice. Failure to do so will result in the award being suspended.
- 5.12 The transfer of Fellowship funds from the Council to the HEI is contingent upon the Council's receipt of the Enterprise Partners contribution within the period in which it is due.

6. CONDITIONS OF THE FELLOWSHIP

Location of Fellowship

- 6.1 Fellows must be affiliated with an eligible HEI in Ireland (as defined in 1.9) or an eligible Research Performing Organisation (as defined in Clause 1.13).
- 6.2 An Academic Mentor at an Irish HEI/RPO is permitted to support more than one Fellow under the Enterprise Partnership Scheme in the 2017 call.
- 6.3 Eligible Enterprise Partners may be based anywhere in the world and include, but are not limited to:
- 6.3.1 well-founded business and company research facilities (including SMEs and MNCs);
 - 6.3.2 a registered charity, a social, cultural or not-for-profit organisation, or a semi-state commercial organisation.
 - 6.3.3 in the event of an enterprise partner changing its name or merging with another entity the contractual obligations will remain as is.
- 6.4 All Host Organisations must have the capacity to provide professional guidance and mentoring to the Fellow and provide access to experimental facilities or data. The IRC may request evidence of this from enterprise partners.
- 6.5 Fellowships may not be held or continued at any organisation other than the Host Organisations and with the researcher(s) specified in the application form, except with the prior agreement of the Council.
- 6.6 Fellows must maintain an actual presence within their respective departments/schools for the duration of their Fellowship and reside within a reasonable travelling distance of the HEI/RPO. Failure to adhere to this clause will result in the immediate suspension of the award.

- 6.7 The Council requires Fellows, Academic Mentors and Enterprise Mentors to have regular contact.
- 6.8 Notwithstanding clauses 6.7 and 6.8 the Council recognises that the Fellows may benefit from spending part of the duration of the Fellowship away from their HEI/RPO. Such periods may involve:
- 6.8.1 attending courses which are relevant to the Fellow's training. The Council will not normally sanction such courses longer than one academic term in duration and will not be liable for paying any additional fees or expenses associated with such courses.
- 6.8.2 spending an agreed time on an Enterprise Partner placement component of the Fellowship.
- 6.9 Where such research-related absences occur and last more than four weeks' duration, the Fellow must apply to the Council for prior permission and include the written support of her/his Academic and Enterprise Mentor. A template will be available for this purpose. The Council will not be liable for any fees or expenses arising. Information regarding progress in any research-related trips must be documented as part of the required progress reports.
- 6.10 While the Council expects Fellows to complete their research at the Host Organisations originally proposed, the Council recognises that exceptional circumstances may call for a change of location or of Academic/Enterprise Mentor. In this case, the Fellow and the proposed new Mentor/Host Organisation 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.
- 6.11 The Council requires Scholars to provide the Council with their ORCID Identification for tracking of research outputs and longer-term career development.

Research Mobility

- 6.12 The Council strongly advocates a variety of experience within the postdoctoral phase of career development.
- 6.13 Fellows with no postdoctoral experience will normally be supported only at a different HEI/RPO and with a different Academic Mentor, and research team, where relevant, than those with which they completed their PhD preparation. Requests for exceptions to this guideline will require detailed academic justification as to why this is the preferred option.
- 6.14 Fellows with postdoctoral research experience will normally be supported only at a different HEI/RPO and with a different Academic Mentor than those where they are currently employed. Requests for exceptions to this guideline will require detailed academic justification as to why this is the preferred option.

Training and Career Development Plan

- 6.15 The Fellow, Academic Mentor and Enterprise Mentor are required to create a Training and Career Development Plan as part of a comprehensive work plan for the life of the Fellowship and with a view to a viable career beyond the Fellowship period.
- 6.16 A record must be kept of Training & Career Development activities completed by the Fellow and these must be reported in progress reports submitted to the Council.

Additional Duties outside the remit of the Fellowship

- 6.17 A Fellow's first duty is to the successful completion of the Research Project for which s/he has been awarded Council funding.
- 6.18 Fellows must engage full-time in research during the Funding Term and should not engage in any activity other than the stated Research Project and the Training and Career Development Plan.
- 6.19 Teaching is an essential means for the structuring and dissemination of knowledge and is considered a valuable activity within the Fellow's career. The Council therefore allows Fellows to agree to take on additional work (e.g. teaching duties, supervision, education provision and support activities) during the Fellowship, provided:
- 5.1.1 the Fellow obtains prior approval from their Academic Mentor and Enterprise Mentor and retains a record of same;
 - 5.1.2 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;
 - 5.1.3 the additional duties are relevant to the research funded by the Fellowship and consistent with the Training and Career Development Plan agreed by the Fellow, Enterprise Partner and Academic Mentor.
- 6.20 Host Organisations must keep and hold records and approvals of additional or other work by Fellows and should ensure that such work is taken into account in relevant evaluation/appraisal systems and contribute to the professional development of the Fellow.
- 6.21 Suitable training should be provided for teaching activities as part of the professional development of Fellows.

- 6.22 The Council will monitor teaching and other such agreements as part of its progress reporting mechanisms.
- 6.23 Contractual and remuneration matters in respect of additional/other work are a matter for agreement between the Fellow and the Host Organisations. Any such payments for relevant work will not affect the Fellow's total Fellowship Fund. As regards remunerated work outside the Host Organisations, the Fellow will be bound by the rules that apply to similar employees in their Host Organisation.
- 6.24 Fellows may be required to participate in research events organised by the Enterprise Partner (see 6.48 to 6.51 below).
- 6.25 Fellows may be required to attend events or meetings arranged by the Council (see 6.48 to 6.51 below).

Additional Awards

- 6.26 The Fellowship is not intended to substitute for or to augment funds available under programmatic research actions. It may be held in conjunction with other externally funded travel bursaries, equipment grants or awards provided that:
- 6.26.1 should the Fellow 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 Postdoctoral Fellowship and will notify the Council prior to submitting the application;
- 6.26.2 the value of other funding is not more than €20,000 in any given year during the life of Fellowship. 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 Fellowship. In such circumstances, Fellows 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 Council. The acceptance of such further awards during the term of the Fellowship is subject to the *prior* approval of Council.
- 6.26.3 Fellows, who have other sources of funding (other than through paid employment) such as travel grants must inform the appropriate offices in their HEI/RPO, 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 lifetime of the Fellowship;
- 6.26.4 The other funder(s) agree that the Council Fellowship can be held alongside their award. The Council will not involve itself in the decisions of other funding agencies/local authorities in this regard.
- 6.27 Tax issues which may arise from such bursaries or awards are of concern to the individual Fellow and not the Council or the HEI/RPO.

Knowledge Transfer

- 6.28 The Council encourages the commercialisation of research output as outlined in *Inspiring Partnership - the national IP Protocol 2016: Policies and resources to help industry make good use of public research in Ireland* (Knowledge Transfer Ireland, 2016).¹²
- 6.29 In line with the National Policy identified in Clause 6.28, foreground intellectual property (IP) generated will be owned by the Higher Education Institution. In exceptional circumstances, preferential terms for the Enterprise Partner may be negotiated if the HEI/RPO is of the view that the interest of Ireland is best advanced through the utilisation of this option.
- 6.30 The Council does not make any claim to intellectual property arising from the Fellowship.
- 6.31 The HEI/RPO and Enterprise Partner must establish rules and procedures for protecting and managing any intellectual property arising during the Fellowship. These rules and procedures must be in accordance with national guidelines.
- 6.32 A Research Agreement (including reference to intellectual property rights and confidentiality) must be in place between the HEI/RPO and the Enterprise Partner before the Fellowship can commence. The terms of any such agreement must not conflict with those outlined in this document.
- 6.32.1 The Enterprise Partner and HEI must establish rules and procedures for protecting and managing any intellectual property arising during the Fellowship. These rules and procedures must be in accordance with national guidelines.
- 6.32.2 The Council requires that background IP is captured clearly by the HEI and the Enterprise Partner prior to initiation of the project, so that there is clarity on who has access to background IP and declarations made on basis of same. Good practice through the maintenance of notebooks and records must be adhered to.
- 6.32.3 A copy of the Research Agreement between the HEI/RPO and the Enterprise Partner for this Scheme must be made available to the Council. Appendix 1 includes the recommended template for IP agreements.

¹² <http://www.knowledgetransferireland.com/ManagingIP/KTI-Protocol-2016.pdf>

Open Access Policy

6.33 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 Fellow should contact their Academic Mentor and Enterprise Mentor for advice):

- 6.33.1 all Fellows 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;
- 6.33.2 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;
- 6.33.3 other research outputs such as monographs, books, book chapters, research theses and reports should be deposited where possible;
- 6.33.4 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;
- 6.33.5 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;
- 6.33.6 Fellows 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 months for arts, humanities and social sciences research outputs. However 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/aboutus/open-access>.

Ethical Approval

6.34 The Council is committed to the maintenance of high ethical standards in the research that it funds through this Fellowship.

- 6.35 The Host Organisations must have in place clear ethical guidelines and assurance procedures designed to manage research under its direction.
- 6.36 All Fellows are required to give careful consideration to ethical issues which may arise in the course of their research.
- 6.37 If ethical issues arise in their research, Fellows 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.
- 6.38 This statement must further demonstrate the Fellow's proposed resolution of the ethical issue arising.
- 6.39 Where a Fellow's Research Project requires approval by the University Ethics Committee, or the equivalent body in her/his Host Organisation(s), written evidence of such ethical approval is required by the Council before the Fellowship can commence, or with written consent of the Council within three months of the Fellowship start date.
- 6.40 Fellows 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, sectoral or institutional Codes of Ethics.
- 6.41 The Host Organisations and Fellow must make sure that the 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.
- 6.42 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

- 6.43 The Council Gender Strategy & Action Plan 2013 – 2020 is available on the Council's website.¹³
- 6.44 All Fellows are required to give careful consideration to whether there is a potential biological sex and/or gender dimension that may arise in the course of their Research Project.
- 6.45 Where the Fellow is involved in the organisation of conference, networking or dissemination panels, due regard should be given to gender balance within any such panel.

¹³ http://www.research.ie/sites/default/files/irish_research_council_gender_action_plan_2013_-_2020_0.pdf

Research Integrity

6.46 The Host Organisations must ensure that the highest quality of research conduct is maintained. The Enterprise Partner and HEI/RPO 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 Ireland¹⁴ and the European Code of Conduct for Research Integrity.¹⁵ The Enterprise Partner and HEI/RPO are required to report to the Council all findings of any proven case of research misconduct arising from a Council-funded research project.

Acknowledgement of Council Fellowship Support

6.47 All proposed publications arising from the Research Project must have the approval of the Academic Mentor prior to publication and advance notice of any such publications must be provided to the Enterprise Mentor.

6.48 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 Fellow while in receipt of a Council Fellowship must contain acknowledgement of funding received from the Council.

6.49 All publicity (as listed above in Clause 6.48) must also contain acknowledgement of funding received from the Enterprise Partner.

6.50 All parties must comply with confidentiality as outlined in the Research Agreement referred to in Clause 6.32.

6.51 Notwithstanding the requirement to report on all publicity or achievements through progress reporting, Fellows 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 Fellow's research, or media coverage of same. Advance notification should be made by emailing schemes@research.ie.

¹⁴ <http://www.iua.ie/research-innovation/research-integrity/>

¹⁵ http://www.esf.org/fileadmin/Public_documents/Publications/Code_Conduct_ResearchIntegrity.pdf

7. Finance

Payment of Fellowship

- 7.1 Subject to the compliance of the Fellow, Mentor(s) and Host Organisations with these Terms and Conditions and to the receipt by the Council of satisfactory reports on the progress of the Fellowship, the Fellowship will, subject to Clause 5.12, be paid to the Fellow's HEI/RPO, quarterly in advance, beginning with the first instalment after the Fellowship commences.
- 7.2 All amounts payable in respect of the award of Postdoctoral Fellowships are made to the Fellow's HEI/RPO. The Council does not transfer any monies directly to the Fellow.
- 7.3 The HEI/RPO will then co-ordinate the payment of the award to the Fellow. It is the responsibility of the Fellow to contact the relevant Research Office (or equivalent) at the HEI/RPO with regard to administration at the HEI/RPO level.
- 7.4 The Fellow, in collaboration with his/her Academic Mentor and Enterprise Mentor is responsible for appropriate financial planning and spending under Clause 5.1 during the Funding Term.
- 7.5 Payment of a Postdoctoral Fellowship is wholly subject to the continued receipt of funding by the Council from the Department of Education and Skills and the Enterprise Partner. In the event of such funding being reduced or discontinued, neither the Department of Education and Skills, the Enterprise Partner nor the Council will be under any liability to provide funding or to compensate a Fellow for any reduction or cessation of such funding.

Financial Accountability

- 7.6 The HEI/RPO is responsible for and accountable for the proper use of the Fellowship Fund.
- 7.7 The Council reserves the right to ask for confirmation from External Auditors of the HEI/RPO of the following:
 - 7.7.1 that the annual accounts of the HEI/RPO are up to date and have been approved by the Auditors without qualification;
 - 7.7.2 that the management letter from the Auditors raised no matters that did or could significantly affect the administration of Fellowships awarded by the Council;
 - 7.7.3 that monies received under the Fellowship have been used for the purpose for which they were awarded.

- 7.8 The Council also reserves the right to commission audits of the participating HEI/RPO for financial or other compliance. The HEI/RPO undertakes to fully facilitate these reviews.
- 7.9 The Council accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work carried out under the Fellowship, and the HEI/RPO 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/RPO may be liable as an employer or otherwise, or any claims by any person in relation to any intellectual property.
- 7.10 The HEI/RPO will return all unspent funds to the Council at the end of the Funding Term.

8. Responsibilities of the Host Organisation(s)

- 8.1 The Host Organisations 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.

Higher Education Institution(s)/Research Performing Organisation(s)

- 8.2 It is a requirement of this Scheme that the Fellow's HEI/RPO and the Fellow enter into a contract of employment to cover the Funding Term.
- 8.3 The HEI/RPO is accountable in full for managing, monitoring and controlling all research work funded under the Fellowship and management of the Fellowship Fund.
- 8.4 The HEI/RPO must ensure an Academic Mentor is appointed with responsibility for supporting and guiding the Fellow. This Academic Mentor would normally be a Principal Investigator, or other suitably qualified person.
- 8.5 The HEI/RPO is responsible for providing the facilities and access to the equipment needed for the Fellow to carry out the research, ensuring that all items of equipment and materials provided for the Fellowship are adequately maintained and are accessible on reasonable terms and conditions to other researchers.

Enterprise Partner

- 8.6 The Enterprise Partner will nominate an Enterprise Mentor to work with the Fellow and her/his Academic Mentor, to offer advice and to create a link with the Enterprise Partner's research efforts. Contact should be maintained between the Enterprise Mentor and the Fellow throughout the duration of the Fellowship.

- 10.7 An Enterprise Mentor is permitted to support more than one Fellow under the Enterprise Partnership Scheme in the 2017 call.
- 10.8 Where feasible and appropriate, the Enterprise Partner is encouraged to provide a placement period for the Fellow at its facilities. This will be agreed with the Council and the Academic Mentor before the Fellowship commences.
- 10.9 The Enterprise Partner is expected to cover the cost of all expenses (e.g. travel and accommodation costs) incurred by the Fellow as a result of periods spent on placement with the Enterprise Partner. The Fellow should not be out of pocket due to undertaking a placement as part of the Enterprise Partnership Scheme.

9. Review of Progress

- 9.1 The Council attaches considerable importance to procedures for monitoring research performance and ensuring effective progress under the Fellowship.
- 9.2 The Fellow will be required to submit a comprehensive report annually, with a shorter report submitted midway through the year.
- 9.3 It will be the responsibility of the Fellow 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 Fellowship. The format for these reports is available from the Council, and will include but will not be limited to:
 - 9.3.1 financial update;
 - 9.3.2 career development progress;
 - 9.3.3 research progress and outputs (including outreach activities).
- 9.4 These reports must be accompanied by a confidential evaluation of the progress of the Fellowship from the Fellow, the Academic Mentor and the Enterprise Mentor. A template will be available from the Council.
- 9.5 Such reports, combined with other evidence of attainment, such as formal institutional approval, are a condition of continuation of funding.
- 9.6 If the Fellow does not submit progress reports on time, or if the Council receives an unsatisfactory progress report or evaluation, the Fellow will be informed of the unsatisfactory report. The Fellow will be allowed to resubmit an amended report. The Council reserves the right to convene a Review Committee to evaluate the Fellowship to date, in accordance with the deliverables outlined in the original funding application to the Council (including the research plan and proposed outputs, and Career Development and Training Plan).
- 9.7 If asked to do so, the Fellow, Academic Mentor and Enterprise Mentor must attend meetings with the Council to provide an account of the progress or outcomes of the Fellowship.

- 9.8 If a Review Committee is convened by the Council, this committee can draw on disciplinary inputs from experts who have acted as evaluators as necessary. The Council will provide feedback to the Fellow indicating either:
- 9.8.1 report satisfactory in all respects and continuation of Fellowship confirmed;
 - 9.8.2 report deficient in some areas and specific actions for resolution indicated with a defined time period;
 - 9.8.3 report indicates evidence of unsatisfactory progress and the Fellowship may be suspended or terminated.
- 9.9 The Council may suspend or terminate the Fellowship where it deems necessary following review of the foregoing information and reports.
- 9.10 All Fellowships may be subject to an external research audit and financial audit.
- 9.11 It will be the responsibility of the Fellow's Academic Mentor and Enterprise Mentor to ensure that if the Fellow leaves her/his HEI/RPO, or is not dedicating sufficient time or effort to the Fellowship, the Council is informed immediately.
- 9.12 The Fellow must contact the appropriate office in his/her HEI/RPO if they have any concerns about his/her Fellowship. If concerns continue, the Fellow must contact the Council directly.
- 9.13 It is the responsibility of the Fellow to inform the Council in writing of any change of address, telephone, or e-mail within two weeks of such a change. This should be done via the Fellow's profile page on the online system as well as a direct email to Council. For ease of contact, Fellows are requested to use a single email address for all correspondence from application to award and for the duration of the Fellowship.
- 9.14 The Council will periodically carry out a destination survey of those who have received and completed Fellowships, and the Fellow shall consent to cooperate in responding thereto. Fellows are thus required to provide the Council on an ongoing basis (i.e. post-completion) with current, up-to-date contact details to enable periodic surveys to be successfully implemented.

10. **Deferral and Termination**

Deferral of Fellowship

- 10.1 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.
- 10.2 Scholars wishing 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 Fellowship

- 10.1 Should a Fellow be unable for any reason (including medical reasons) to pursue his/her project in accordance with these Terms and Conditions, the Fellow, Academic Mentor and Enterprise Mentor must, as soon as possible, inform the Council and the Research Office or its equivalent in the HEI/RPO. The Fellow must do this within 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 Fellow's HEI/RPO. However, given the basis on which Fellowships are awarded, the Council reserves the right to withdraw or suspend the Fellowship.
- 10.2 The Council recognises that for personal, professional or other reasons, a Fellow may wish to terminate her/his Fellowship prematurely. This action should not be taken without *prior* consultation with Council.
- 10.3 Where the Fellow intends to prematurely terminate the Fellowship, the Council will require evidence of research progress to the date of departure. In the event that the Council deems the Fellow's progress inadequate, the Council may pursue the Fellow or the HEI/RPO or both for reimbursement of the amounts expended.
- 10.4 If the Fellow terminates a Fellowship the Council is not responsible for continuing to pay funds to the HEI/RPO. The Council may seek to recover some or all the funds allocated or used.

- 10.5 The Council reserves the right to suspend or terminate the Fellowship and/or require reimbursement by the HEI/RPO as the recipient of the Fellowship fund of some or all payments as have already been made to the Fellow if in the opinion of the Council there has been a material breach of the Terms and Conditions as outlined in this document.

11. General Fellowship Conditions

- 11.1 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.
- 11.2 Following the policies of the Irish Government in relation to the development of the 'Information Society', properly authenticated electronic communications will be treated as legally equivalent to paper submission.
- 11.3 The Council, HEI/RPO and Enterprise Partner must follow good practice on data protection, management and security. The Council cannot be held legally liable for interference by any third party.
- 11.4 It is a condition of acceptance of a Fellowship that Fellows 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.
- 11.5 The Council reserves the right to revise the Terms and Conditions of this Fellowship at any time. Any such revisions will be notified to the participating HEI/RPO and Enterprise Partner and will also be posted up on the Council's website.

12. DIGNITY IN THE CONDUCT OF RESEARCH

- 12.1 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](#).
- 12.2 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 1

Dated _____ 20[●]

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

and

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

and

(3) [Full name of the Fellow]

**IRISH RESEARCH COUNCIL ENTERPRISE PARTNERSHIP SCHEME
POSTDOCTORAL FELLOWSHIP AGREEMENT (EPS PFA)**

AGREEMENT RELATING TO IRISH RESEARCH COUNCIL ENTERPRISE PARTNERSHIP SCHEME POSTDOCTORAL FELLOWSHIP

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 “**Enterprise 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 “**Fellow**”), the person awarded the Fellowship whose principal place of residence is at [•].

Background:

- A. The Irish Research Council (“IRC”) operates the Enterprise Partnership Scheme Postdoctoral Fellowship (“the Programme”) to provide opportunities to suitably qualified individuals to link with an Enterprise Partner and pursue a co-funded two year postdoctoral fellowship in any discipline.
- B. The HEI, the Fellow and the Enterprise Partner have by acceptance of this award, agreed to be bound by the Terms and Conditions of the Programme (“the IRC Terms”).
- C. The Fellow and the Enterprise Partner both acknowledge that under the IRC Terms the HEI is made responsible for the distribution of the Fellowship 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 Fellow is employed by the HEI under the IRC Terms.
- E. This agreement sets out the way in which the fellowship will be managed by the HEI the Fellow and the Enterprise Partner 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 Mentor

Shall mean the person or persons responsible for supporting and mentoring the Fellow and ensuring the academic quality of the research produced under the Fellowship.

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 6.3. 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.
Enterprise Mentor	Shall mean the person or persons designated by the Enterprise Partner as being responsible for supporting and mentoring the Fellow relating to the Enterprise Partner's involvement in the Fellowship.
Enterprise Partner	Shall mean a business, a company, a registered charity, a social, cultural or not-for-profit organisation, or a semi-state commercial organisation.
Exercise Notice	Written notice from the Enterprise Partner to the HEI that it wishes to exercise the Option.
Fellow	Shall mean the person awarded the Fellowship
FOIA	The Freedom of Information Act 2014, as amended, revised, modified or replaced from time to time.
Project 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.

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 Enterprise Partnership Scheme Postdoctoral Fellowship 2016 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.
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 11.1.
Option	The option to negotiate a licence to HEI foreground IP granted by the HEI to the Enterprise Partner pursuant to clause 6.8
Parties	The HEI, the Enterprise Partner and the Fellow, 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.

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 Mentor and Enterprise 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 Fellow 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 Fellow

- 4.1 The Fellow shall comply with the IRC Terms.
- 4.2 The Fellow shall follow the reasonable instructions of the Academic Mentor that are issued.
- 4.3 The Fellow 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.

5. Responsibilities of the Enterprise Partner

- 5.1 The Enterprise Partner shall comply on a continuing basis with its obligations under the IRC Terms.
- 5.2 The Enterprise Partner shall support the Fellow to undertake their research and, where feasible and appropriate, provide a placement period for the Fellow at its facility.
- 5.3 The Enterprise Partner shall use all reasonable endeavours to enable the Fellow to meet the Fellow's obligations under this Agreement.
- 5.4 The Enterprise Partner shall hold the HEI harmless and pay all costs that fall due to the IRC as a result of the Enterprise Participant's actions in breach of this Agreement.

6. Intellectual Property

- 6.1 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.
- 6.2 *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.
- 6.3 *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 HEI 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).
- 6.4 *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.
- 6.5 *Notification of results.* Each of the Parties shall notify the other promptly after identifying any experimental result that it believes is patentable or otherwise protectable, and will supply copies of those results. All other experimental results will be reported according to the reporting arrangements in the Project plan described in Schedule 1.
- 6.6 *Project Foreground IP.* All right and title to, and any interest in, any and all Project Foreground IP shall vest and remain vested in the HEI. To the extent that any Project Foreground IP is capable of prospective assignment, the Enterprise Partner now assigns that Project Foreground IP to the HEI; and to the extent that any Project Foreground IP cannot be prospectively assigned, shall assign such Project Foreground IP as and when that Project Foreground IP is created, at the request of the HEI from time to time. At the request and expense of the HEI, the Enterprise Partner shall execute such documents as may be necessary to transfer title to the HEI and apply for patents or other protections for such Project Foreground IP.
- 6.7 The HEI grants to the Enterprise Partner a first Option to negotiate a licence to commercially exploit any Project Foreground IP. If the Enterprise 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.
- 6.7.1 Where HEI staff other than the Fellow have contributed to the creation of IP in the course of the Project the HEI grants to the Enterprise Partner, where it is free to do so, a first Option under the terms as described in Clause 6.7.
- 6.8 Any such licence shall be on fair and reasonable commercial terms and subject to separate agreement.

- 6.9 *Research rights.* Notwithstanding the grant of any exclusive licence to Project Foreground IP, the HEI shall have a non-exclusive, irrevocable, perpetual, royalty free right to utilise the Foreground IP for internal teaching and research, but for no other purpose. The rights of the HEI under this Clause 6.9 are subject to the confidentiality restrictions in Clause 7 and the rules on publication in Clause 8.
- 6.10 *IP protection.* The HEI shall consult with the Enterprise Partner in respect of the IP protection strategy and associated costs for the Project Foreground IP, including application for patents or other protections. The HEI shall be responsible for the costs of such IP protection until the Project Foreground IP is licensed to the Enterprise Partner, and any such licence shall include terms that relate to ongoing IP costs and the reimbursement of [a contribution to] the previous direct costs of this IP protection.
- 6.11 *Step-in rights.* If the HEI chooses not to file, prosecute or maintain any IP protection for the Foreground IP, the HEI shall give the Enterprise Partner notice within a reasonable period prior to the potential loss of rights, and if the Enterprise Partner so requests, the HEI shall (at the cost and expense of the Enterprise Partner) prepare, file, prosecute and maintain such IP protection as the Enterprise Party sees fit.
- 6.12 *State Aid.* The grant of any assignment of, or licence to, Intellectual Property pursuant to Clause 6.8 is subject to compliance with EU state aid rules and the Parties shall use all reasonable endeavours to ensure that the terms of any such assignment or licence do not give rise to unlawful state aid.

7. Confidentiality

- 7.1 *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.
- 7.2 *Exceptions to obligations.* The provisions of Clause 7.1 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.
- 7.3 *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 7.2 above applying to that Confidential Information.

- 7.4 *Freedom of Information Act.* The Enterprise 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 Enterprise Partner shall communicate and cooperate in relation to the processing of any requests under FOIA.
- 7.5 *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.
- 7.6 *Duration of obligations.* The obligations of confidentiality and non-use set out in this Clause 7 shall survive termination of this Agreement for any reason for a period of [five (5)] years from the date of termination.

8. Publication

- 8.1 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 Fellow 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 Mentor and the Enterprise Partner, in accordance with Clauses 8.2, 8.3 and 8.4 below.
- 8.2 *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.
- 8.3 *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.
- 8.4 *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.
- 8.5 *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.
- 8.6 The Fellow must receive written approval from the Academic Mentor and the Enterprise Participant to proceed with the publication.
- 8.7 Notwithstanding the foregoing provisions of this Clause 8, nothing in this Agreement shall preclude the Fellow 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 Enterprise 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 Fellow is responsible for the embargo of the Thesis.

9. Warranties and Undertakings

- 9.1 *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.
- 9.2 *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.
- 9.3 *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.

10. Liability and insurance

- 10.1 *The HEI shall have no liability to the Enterprise 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 7 (Confidentiality), shall be limited to an amount in euro equal to the amount of the Fellowship Fund paid by the HEI to the Enterprise Partner during the preceding 12 month period.*

11. Termination

- 11.1 *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 Fellow has received written confirmation that he has failed to meet the progression requirements as set out in the HEI academic regulation;*
 - (c) *the Enterprise Partner becomes insolvent;*
 - (d) *agreement in writing between the HEI and the Enterprise Partner that this Agreement should terminate.*
- 11.2 *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 5, 6, 7, 8, 10 and, to the extent applicable, 12 which shall survive the expiration and/or termination of this Agreement.

12. General

- 12.1 *Amendments.* This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

- 12.2 *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.
- 12.3 *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:

	Enterprise 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.
- 12.4 *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.
- 12.5 *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.
- 12.6 *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.
- 12.7 *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_____
Name_____
Title_____
Date**SIGNED** For and on behalf of
*[Insert full legal name of the Enterprise Partner]*_____
Signed_____
Name_____
Title_____
Date**SIGNED** by the Fellow_____
Signed_____
Name_____
Title_____
Date**Agreed and acknowledged by the Academic Mentor**_____
Signed_____
Name_____
Title_____
Date**Schedule 1****Project Plan**

Commencement Date	
Completion Date	
Scope of Project	<i>Insert the project plan as agreed for funding under the IRC Enterprise Partnership Scheme Postdoctoral Fellowship 2016 Terms and Conditions</i>

Schedule 2**Register of Background IP****HEI Background IP**

Describe Background	List any relevant restrictions and encumbrances associated with the Background
[•]	[•]
[•]	[•]

Enterprise Partner Background IP

Describe Background	List any relevant restrictions and encumbrances
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	associated with the Background
[•]	[•]
[•]	[•]

Schedule 3

IRC Enterprise Partnership Scheme Postdoctoral Fellowship 2016 Terms and Conditions