



**IRISH RESEARCH COUNCIL**  
An Chomhairle um Thaighde in Éirinn

**EMPLOYMENT-BASED POSTGRADUATE PROGRAMME**

**2024**

**TERMS AND CONDITIONS**

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The Irish Research Council reserves the right to amend these terms and conditions without notice. Where an amendment has been made, the Council will endeavour to communicate this to all relevant parties.

1st Version Published 5.6.2021 – Section 33.6

## DEFINITIONS

Academic Supervisor	The person or persons responsible for supporting and guiding the awardee and ensuring the quality of the research produced under the award.
Applicable Law	Any law applicable in Ireland (without further enactment) or any other applicable jurisdiction and shall include without limitation, common law, statute, statutory instrument, proclamation, byelaw, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, governmental circulars or other directions, rule of court, instruments, or delegated or subordinate legislation.
Application	The application form including all accompanying documents.
Awardee	The person to whom the award was made.
Award	The award as described in the letter of offer.
Budget	The budget identified in schedule 2 and any change agreed in writing by the Irish Research Council.
Collaborator	An individual who is committed to providing a valuable intellectual and/or technical contribution to the proposed research.
Employment Mentor	The person or persons designated by the employment partner, from within their organisation, as being responsible for supporting and mentoring the awardee relation to the employment partner's involvement in the award.
Employment Partner	A company, registered charity, social, cultural or not-for-profit civic organisation, state-owned enterprise or an eligible public body with a physical operational base located in Ireland that will employ the awardee 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 Host Institution is a research performing organisation eligible to apply independently for Irish Research Council schemes, it is not an eligible employment partner under this scheme.
Final Report	The report to be furnished by the awardee to the Irish Research Council in accordance with schedule 3.
Financial Report	The report(s) to be furnished by the awardee to the Irish Research Council in accordance with schedule 3.
Funding Term	The period of the award as outlined in the letter of offer subject to any amendments agreed in writing by the Irish Research Council.
GDPR	EU General Data Protection Regulation 2016/679.

Host Institution	For the purposes of this award, a host institution in Ireland must be: within the meaning of Section 53 of the Host Authority Act, 2022; 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 Further and Higher Education, Research, Innovation and Science. A list of eligible Irish HEIs is provided on the Irish Research Council's website.
Intellectual Property	All intellectual property produced in connection with the award including copyrights, patents, design rights, trade secrets, confidential information, trademarks, trade names, domain names, service marks, utility models, moral rights, topography rights, rights and databases and know-how in all cases whether or not registered or registrable and including registrations and applications for registration of any of these rights and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.
Ireland	The Republic of Ireland for the purposes of these Terms & Conditions.
Irish Research Council	An associate agency of the Department of Further and Higher Education, Innovation and Science, under the aegis of the Higher Education Authority.
Letter of Offer	The letter issued by the Irish Research Council specifying the level and duration of the award that has been accepted by the HEI and employment partner by executing the acceptance certificate attached to such letter.
No-cost extension	An extension of the duration of the term of the award agreed in writing by the Irish Research Council.
Open Access	Free availability on the public internet, permitting any users to read, download, copy, distribute, print, search, or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful purpose, without financial, legal, or technical barriers other than those inseparable from gaining access to the internet itself. The only constraint on reproduction and distribution, and the only role for copyright in this domain, should be to give authors control over the integrity of their work and the right to be properly acknowledged and cited.
Parties	The Irish Research Council, the Higher Education Institution, Employment Partner and the awardee.
Personal data	Any piece of information that relates to an identifiable person.
Programme assets	Any asset including equipment, acquired or generated, directly or indirectly with the benefit of the award.
Progress report	The report(s) to be furnished by the awardee to the Irish Research Council in accordance with schedule 3.
Research Misconduct	Fabrication (including without limitation the making up of data or results and recording or reporting them), falsification



(including but not limited to manipulating research materials, equipment or processes or changing or omitting data or results such that the research is not accurately represented in the research record), plagiarism (the appropriation of another person's ideas, processes, results or words without giving appropriate credit) or other serious deviation from accepted practices.

Research project	The research project described in the application and any amendments agreed in writing by the Irish Research Council.
Supervisory team	The academic supervisor and employment mentor.
Website	<a href="http://www.research.ie">www.research.ie</a>

## SCHEDULE 1 – GENERAL TERMS AND CONDITIONS

### 1. Scope

- 1.1. These Terms and Conditions are applicable to those awardees that hold an 'Irish Research Council Employment-Based Postgraduate Programme Award'.

### 2. General

- 2.1. This document, in conjunction with the relevant call document, the letter of offer and the Irish Research Council's policies and procedures, set out in the Terms and Conditions for all Employment-Based Postgraduate Programme Awards funded by the Irish Research Council.
- 2.2. The Irish Research Council reserves the right to amend these Terms and Conditions at any time. Any such amendments will be notified to participating host institutions and will also be posted on the Irish Research Council's website.
- 2.3. The Irish Research Council's policies and procedures can be found at [www.research.ie](http://www.research.ie). These may be amended, supplemented or replaced by the Irish Research Council at any time.
- 2.4. While the award is made to the individual awardee, the award fund will be administered through the appropriate office within their host institution.
- 2.5. The award shall be governed by and construed in accordance with the laws of Ireland and the parties expressly and irrevocably submit to the jurisdiction of the Irish Courts.
- 2.6. Failure to comply with these Terms and Conditions may lead to sanctions, up to and including termination or revocation of the award, and the Irish Research Council reserves the right to recover funds paid in part or in full.
- 2.7. Any reference to the Irish Research Council includes, where appropriate, its predecessors the Irish Research Council for the Humanities and Social Sciences (IRCHSS) and the Irish Research Council for Science Engineering and Technology (IRCSET).

### 3. Warranties

3.1. The host institution warrants to the Irish Research Council that:


- a) The award acceptance documentation is executed by its duly authorized representative with full power and authority to enter into these Terms and Conditions;
- b) it has obtained and shall maintain for the duration of the award all necessary consents, approvals, authorisations, licenses and permissions which are required so that it can comply with its obligations under these Terms and Conditions and shall not commit any act or omission which might invalidate, breach or otherwise impair the effect of such consents, approvals, authorisations, licenses or permissions;
- c) every statement, representation or information provided in any report submitted by the host institution to the Irish Research Council, or information provided by the host institution in response to a request from the Irish Research Council, is and will be, to the best of the host institution's knowledge, true, complete and accurate;
- d) the academic supervisor and employment mentor is suitably skilled, trained and qualified for the performance of such duties;
- e) the research project shall be conducted in compliance with all institutional policies and applicable laws;
- f) issues of an ethical nature relating to research project are identified at the earliest opportunity and, where required, approval has been obtained from the ethics committee(s) recognised by the host institution;
- g) the research project complies with all national and international requirements governing the use of sensitive materials or processes, for example, but not limited to radioactive isotopes, ionising radiation, laboratory or other animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances and research on human subjects;
- h) the research project complies with the provisions of the [Children First Act 2015](#) and the [National Guidance for the Protection and Welfare of Children 2017](#);
- i) it will 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.

### 4. Value of Award

4.1. The maximum value of the Employment-Based Programme Award, will be €28,000 in any approved year for the duration of the award and will consist of the following:

- a) A contribution of €19,000 to the employment of the awardee;



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- b) A contribution of up to a maximum of €5,750 to award fees (including non-EU award fees). In the event of any differential between this contribution and the institutional fee, this must be paid by the awardee and/or host institution and/or employment partner. Awardees who hold a fee waiver from their institution, or where no fee is required, or where fees are paid in full or in part by a third party, must inform the Irish Research Council and the appropriate offices in their host institution and will not be eligible for the fee portion of the award;
- c) Eligible direct research support expenses to enable the awardee to carry out the research project, including essential research supplies such as small consumables; books and journals; pay as you go access to national research infrastructure; software and hardware critical for the research – to be obtained in the first year of the award; archival research costs; conference travel and participation; generic and/or specialist disciplinary skills training; publishing and write-up costs of €3,250 per annum. Only vouched expenses incurred in actually carrying out the research project will be funded.
- 4.2 In addition to the maximum €28,000 per annum from the Irish Research Council, there is a required contribution from the Employment Partner - note Clause 5.5 below.
- 4.3. The maximum that can be spent in any year of the award is €28,000, plus any unspent balance of eligible direct research support expenses carried over from the previous year of the award. Apart from this exception, funds may not be carried forward from one year to the next.
- 4.4. While the award is made to the individual awardee, the award fund is administered through the appropriate office within the host institution.
- 4.5. No funds provided by the Irish Research Council as part of the award fund may be used by the host institution to cover overhead or administrative costs.
- 4.6. 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 Irish Research Council must be sought.
- 4.7. Expenses that occur outside the funding term are not eligible under the award.
- 4.8. The host institution will retain the eligible direct research support expenses portion of the award fund provided by the Irish Research Council (up to a maximum of €3,250 per annum) and transfer the €19,000 per annum contribution towards the employment of the awardee to the employment partner.
- 4.9. The host Institution may retain the €5,750 per annum maximum contribution to the award fees with agreement from the employment partner.

## 5. Employment Partner Contribution

- 5.1. Subject to Clause 5.2 the employment partner must employ the awardee (either temporarily or permanently) for the duration of the award as a full-time employee on the normal terms and conditions for salaried employees.
- 5.2. Payments received by the employment partner from the host institution can only be used towards covering employment/salary costs, and host institution award fees if these have been transferred from the host institution – see Clause 4.9.
- 5.3. A formal employment contract must be drawn up between the employment partner and the awardee and agreed for the entire period of the award. Such an employment contract must:
  - a) comply with all Irish employment laws and regulations;
  - b) ensure that the awardee's work tasks and time at the employment partner are devoted exclusively to work associated with the award only and thus be part of the awardee's education, training and development; and
  - c) not contain any restraint of trade or non-compete clauses limiting the possibility of employment elsewhere.
- 5.4. The awardee's salary, exclusive of award fees, will be negotiated between the awardee and the employment partner and is inclusive of the Irish Research Council's contribution of €19,000 to the employment of the awardee. The net salary must not be less than €19,000, or the net salary for graduate entry to the employment partner, whichever is the greater.
- 5.5. The employment partner is required to contribute a minimum of €9,500 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 awardee e.g. as a result of travelling back and forth between the employment partner and the host institution. Part of this contribution may also be put towards additional research costs and/or the awardee's Training and Career Development activities. The awardee should not be out of pocket due to having to commute between the employment partner and the host institution.
- 5.6. Compliance with Irish laws and regulations on taxation will be a matter for resolution between the awardee, the employment partner and the Irish Revenue Commissioners.
- 5.7. The employment partner will operate PAYE/PRSI/USC withholding on the salary paid by it to the awardee and the relevant tax must be remitted to the Irish Revenue Commissioners in line with the normal payroll procedures.
- 5.8. For the avoidance of doubt, all sums payable by the host institution 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 awards, arrangements

with respect to VAT will be a matter for settlement between the host institution and the employment partner and the Irish Research Council will not be liable for any such costs.

- 5.9. Where an employment partner on an application is also an existing or expired employment partner on this or a previous call of the Employment-Based Programme or an existing or expired enterprise partner on the Enterprise Partnership Scheme and has outstanding funds payable to the Irish Research Council or has had significant periods of time (in the region of two months) where there have been overdue payments or reporting requirements, the Irish Research Council may decline the organisation for participation in the current call or revoke new offers or awards.

## **6. Responsibilities of the Host Institution**

- 6.1. The host institution must ensure that all grant funding received is used for the purposes for which it is provided, as set out in these Terms and Conditions, and that value for money is achieved. The host institution should be fully compliant with the requirements of the Department of Public Expenditure and Reform's Circular 13/2014 – Management of and Accountability for Grants from Exchequer Funds, any other applicable government circulars, all relevant legislation, the Code of Governance, public financial procedures, the Public Spending Code and national/EU procurement requirements.
- 6.2. The host institution must ensure that the applicant meets the relevant eligibility criteria. Where an applicant fails to meet the eligibility criteria in full, the host institution should deem the application ineligible and it should not be endorsed. It is the responsibility of the host institution to confirm the overall results, date of graduation and awarding institution as presented in individual applications and to verify this information using official transcripts. If transcripts cannot be presented to the host institution, or do not verify the information exactly as detailed in the application, the host institution should deem the application ineligible and it should not be endorsed. Host institutions are required to carefully consult the relevant requirements within the relevant Call Documentation to be fully satisfied as to eligibility in advance of endorsing an application. If examination results are not known at the time of application, the Irish Research Council may make a provisional award offer on the condition that the eligibility criteria will be met, and the host institution will confirm same in due course. If the subsequent examination result does not meet the eligibility criteria, the host institution should notify the Irish Research Council immediately and the conditional offer will be withdrawn. The Irish Research Council will conduct periodic spot checks via the host institution to confirm that awardees satisfy the eligibility criteria, and host institutions will be required to provide the requested verification documentation to the Irish Research Council in a timely manner.
- 6.3. The host institution is fully responsible for the award and for the adherence of the awardee and their academic supervisor to these Terms and Conditions and the Irish Research Council's policies and procedures. The host institution must:

- a) comply with these Terms and Conditions and with the Irish Research Council's policies and procedures;
- b) ensure that the awardee acts as the primary point of contact for the Irish Research Council during the funding term;
- c) be satisfied that the chosen employment partner is appropriate to and suitable for the proposed research project;
- d) ensure that appropriate direction and supervision of the awardee is provided;
- e) ensure that appropriate grievance procedures are in place which the awardee can follow in respect of any serious problems arising with their academic supervisor or any other academic matter;
- f) not permit a significant change to the research project, unless otherwise agreed in writing by the Irish Research Council;
- g) ensure that the awardee and their academic supervisor are responsible to the host institution for the direction, management and pursuit of the research project in all of its objectives;
- h) ensure that the awardee and their academic supervisor has applied for and received an ORCID identifier;
- i) ensure that any and all of its staff interact in a professional manner with staff of the Irish Research Council;
- j) ensure that it is not in receipt of duplicate funding for any award made under the programme to which these Terms and Conditions apply;
- k) ensure that certification of research integrity training undertaken by the awardee and their academic supervisor) is available for inspection on request;
- l) ensure that a safe working environment is provided for all individuals associated with the award. The host institution's approach and policy on health and safety matters must meet all applicable regulatory and legislative requirements and be consistent with best practice;
- m) comply with all relevant statutory requirements, regulatory requirements, regulations and bye-laws relating to the award and including without limitation all such relating to the employment, involvement or engagement of awardee and their academic supervisor;
- n) ensure that awardees have access to effective procedures for resolving problems arising from the administration or supervision of their award.

## **7. Responsibilities of the awardee**

- 7.1. The awardee must adhere at all times to these Terms and Conditions and the Irish Research Council's policies and procedures referenced within.
- 7.2. The awardee's first duty is to the successful completion of the research project for which they have been awarded Irish Research Council funding.
- 7.3. During the funding term, the awardee must be a registered full-time student at an eligible Host Institution and a full-time employee of the employment partner.

- 7.4. Awardees are required to engage in full-time research during the funding term to develop the stated research project and training and career development plan.
- 7.5. Awardees must be primarily based with the Employment Partner and reside in the Republic of Ireland for the duration of the award.
- 7.6. The awardee must spend the minimum period of time in the host institution that is necessary to meet the requirements to successfully complete their postgraduate research qualification. This time should be planned and agreed by the awardee, academic supervisor and the employment mentor.
- 7.7. Time spent in the host institution should include (but is not limited to):
  - Structured coursework; and
  - Research project requirements (where, for example, access to equipment is not available in the employment partner); and
  - Training and Career Development activities.
- 7.8. The awardee, employment mentor and academic supervisor are required to create a Training and Career Development Plan as a method for developing a comprehensive work plan for the life of the award and with a view to a viable career beyond the award period. A record must be kept of Training and Career Development activities completed by the Awardee and these must be reported in progress reports submitted to the Irish Research Council.
- 7.9. Awardees should not undertake any additional remunerative or other activities that would adversely affect completion of the award except for those specified in clause 13.
- 7.10. The awardee, in collaboration with their supervisory team, is responsible for the direction and management of the research project from a financial, legal and ethical perspective.
- 7.11. The awardee must ensure that all information submitted to the Irish Research Council in progress reports, or in connection with the award, is accurate, complete and provided in accordance with specified timelines.
- 7.12. It is the awardee's responsibility to update their online profile on the Irish Research Council's grants management system in line with any changes to their personal details.
- 7.13. Compliance with Irish laws and regulations on taxation will be a matter for the awardee, their employment partner and the Office of the Revenue Commissioners.
- 7.14. Arrangements with respect to immigration will be a matter for settlement between the awardee, the host institution, the employment partner and the relevant immigration authorities of the State.

## **8. Responsibilities of the Academic Supervisor**

- 8.1. The academic supervisor must be based at the same host institution as the awardee.
- 8.2. It is a requirement that the academic supervisor has regular contact with the awardee.
- 8.3. The academic supervisor ensures that they submit the required progress reports promptly and, where applicable, within the period specified by the Irish Research Council.
- 8.4. The academic supervisor shall notify the Irish Research Council at the earliest possible opportunity, and no later than two weeks of such a situation arising, if the awardee:
  - a) has reduced their time or commitment to the award;
  - b) severs, or intends to sever, their connection with the host institution or employment partner;
  - c) has been absent for a continuous period of one month or more.
- 8.5. The academic supervisor shall ensure that the awardee submits the required suspension request form in advance of any leave of absence which may arise for reasons of an eligible career break<sup>1</sup>.

## **9. Responsibilities of the Employment Partner**

- 9.1. The employment partner must:
  - a) have the capacity to provide professional guidance and mentoring to the awardee in addition to access to experimental facilities or data as necessary to completion of the research project.
  - b) have a professional working environment capable of supporting the research project.
  - c) along with the host institution, accept full accountability for the management and monitoring the research project.
  - d) obtain all necessary permissions prescribed by local and/or national authorities and 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.
  - e) nominate an employment mentor to work with the awardee and her/his academic supervisor. This employment mentor must be capable of mentoring the awardee with regard to the employment partner's related aspects of the research project and contribute to the awardee's professional development in the employment

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<sup>1</sup> Eligible career breaks include maternity leave, paternity leave, parental leave, adoptive leave, prolonged sick leave and carer's leave. Provision of documented evidence of an eligible career break will be required.

environment. Regular contact should be maintained between the employment mentor, the awardee, and the academic supervisor throughout the duration of the award.

- f) work with the awardee and their academic supervisor to offer advice and create a link with the employment partner's activities.
- g) ensure that the research project is embedded in the employment partner's organisation.
- h) ensure there is regular contact with the employment mentor, awardee and academic supervisor.

9.2. In the event of an employment partner changing its name or merging with another entity, the contractual obligation will remain as is.

9.3. The contribution from the employment partner will constitute one-third of the total value of the award during the funding term (as laid out in schedule 2), including any extensions to the funding term agreed in advance with the enterprise partner.

9.4. The employment mentor will be required to comply with the progress reporting requirements as set out in Schedule 3.

## **10. Term**

10.1. All new awards must commence on 1 September in a given year. Awards may only be deferred for reasons of an eligible career break<sup>2</sup>.

10.2. The award shall commence on the date specified in the letter of offer and, unless terminated earlier in accordance with these Terms and Conditions, shall continue for the period specified in the letter of offer.

10.3. Awardees may apply for a no-cost extension of their funding term if they have not spent their total eligible research expenses by the end date of their award and can justify that the use of the remaining funds is necessary or beneficial to the completion of the project. Such a request must be made in writing by the awardee, host institution and employment partner and must comply with the Irish Research Council's No-cost Extension Policy, as may be amended from time to time.

## **11. Suspension and Termination**

11.1. The Irish Research Council expects awardees to complete their project in a single continuous period and does not encourage the suspension of awards.

11.2. The Irish Research Council recognises that, for personal or professional reasons, an award holder may wish to terminate their award prematurely. This action should not be taken without prior consultation with the Irish Research Council. Where the award holder intends to prematurely terminate their award, the Irish Research Council will require evidence of academic progress to the date of departure. In the event that the

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<sup>2</sup> Ibid

award holder's progress is deemed inadequate, the Irish Research Council may pursue the award holder, host institution, or both for reimbursement of the amounts expended.

- 11.3. Awardees may apply to the Irish Research Council to suspend their award for reasons of an eligible career break. Any such requests must be submitted in advance of the suspension period. The decision to grant an award suspension is at the discretion of the Irish Research Council.
- 11.4. The Irish Research Council's Policy on Leave for Parents and Carers is available [here](#).
- 11.5. Any additional fees incurred during a period of suspension will be a matter for the awardee, their host institution and their employment partner.
- 11.6. The Irish Research Council reserves the right to reduce, suspend, terminate or revoke, the award with immediate effect:
  - a) if any of the information in the award application is found to be plagiarised, not the applicant's own work or inaccurate in any material respect;
  - b) if the host institution, the awardee, or their supervisory team has materially failed to comply with these Terms and Conditions;
  - c) if, in the reasonable opinion of the Irish Research Council, progress in the research project is not satisfactory;
  - d) if the host institution or employment partner is unable to obtain any relevant permits, approvals, permissions or consents necessary for the carrying out of the research project;
  - e) if the awardee is found to have engaged in research misconduct.
  - f) if the awardee reduces or severs their connection with their host institution or employment partner.
- 11.7. Within sixty days of the effective date of termination, revocation or expiration of the award, the host institution must provide the Irish Research Council with a report containing such information as would be contained in the final report relating to the award together with an itemised accounting of costs incurred prior to such date. In the event that the awardee's progress is deemed inadequate, the Irish Research Council may pursue the awardee, their host institution, or both, for reimbursement of amounts expended.
- 11.8. Where the award is reduced, terminated or revoked by the Irish Research Council in accordance with clause 11.6, the host institution must repay to the Irish research Council such amount of the award as remains unspent within sixty days of the effective date of termination.

## **12. Payment of the Award**

- 12.1. The award shall be paid to the host institution in accordance with schedule 2 below, as may be amended by the Irish Research Council, subject to compliance by the host institution and the awardee with these Terms and Conditions.
- 12.2. The host institution will apply the award as set out in this agreement and will not deviate in any respect without the prior written consent of the Irish Research Council.



- 12.3. Payment of the award shall be made by electronic transfer to the bank account nominated by the host institution in accordance with schedule 2 below.
- 12.4. Subject to compliance with these Terms and Conditions, it is the host institution's responsibility to coordinate payment to the employment partner in a timely manner.
- 12.5. Where major underspend is identified as part of the reporting process, subsequent payments may be reduced, or the timetable of payments amended.
- 12.6. An amount of €1,500 will be withheld from the final payment of each award, pending receipt and approval by the Irish Research Council of all applicable progress and financial reports as outlined in Schedule 3.
- 12.7. Upon receipt of all required reports, a final payment will be made to the host institution in the next quarterly payment.

### **13. Additional Duties**

- 13.1. The awardee is permitted to engage in additional duties such as teaching, tutoring or demonstration work in a higher education institution/research-performing organization during the award, provided:
  - a) the work is relevant to the research project and consistent with the awardee's training and career development plan;
  - b) the awardee has the written permission of their Academic Supervisor and Employment Mentor and retains a record of same;
  - c) the work does not exceed a total of 100 hours per year of the funding term, including contact and non-contact hours, and does not prevent the awardee from carrying out their research activities;
  - d) such additional duties are detailed as part of the required progress reporting.
- 13.2. The Irish Research Council expects host institutions to ensure that additional duties such as teaching, tutoring or demonstration work are appropriately remunerated, contribute to the professional development of the awardee and are taken into account as part of the relevant evaluation or appraisal systems. No part of the stipend can be considered remuneration for any teaching, tutoring or demonstration work.
- 13.3. Contractual and remuneration matters in respect of additional/other duties are a matter for agreement between the awardee, the employment partner and the host institution. Awardees should not undertake any additional remunerative or other activities that would adversely affect completion of the award. Any such payments for relevant duties will not affect the awardee's total amount of award. Compliance with Irish laws and regulations on taxation will be a matter for the awardee, the host institution or employment partner and the Office of the Revenue Commissioners.
- 13.4. Awardees may be required to participate in research events organised by the employment partner.
- 13.5. From time to time, the awardee will be required to attend events or meetings as are arranged by the Irish Research Council.

## 14. Additional Award

14.1. This award may be held in conjunction with other externally funded travel bursaries, equipment grants or small awards which do not exceed the amount of annual funding provided by the Irish Research Council in any given year provided that:

- a) the awardee seeks the approval of the Irish Research Council prior to accepting any such additional funding;
- b) the awardee's request for approval is endorsed by the host institutions confirming the amount, source and stipulations of any such additional funding;
- c) doing so does not affect the ability of the awardee to carry out their research project as outlined in their application;
- d) accepting such an award is in line with the awardee's career training and development plan;
- e) the Irish Research Council continues to be recognised as the primary funder and acknowledged as such in any material relating to the award;
- f) there is no significant overlap with the research project that has been funded by the Irish Research Council;
- g) the relevant information is recorded as part of the required progress reporting; and
- h) compliance with Irish laws and regulations on taxation in respect of any additional funding will be a matter for the awardee, their host institution and the Office of the Revenue Commissioners.

14.2. Should the awardee apply for another source for funding during the award term, they must explicitly state as part of that application that they hold an Irish Research Council award.

## 15. Award Transfer

15.1. Funding will only be provided for the research project as presented in the application. The written consent of the Irish Research Council must be sought in advance of any significant departures from the research project during the funding term. Such requests will be independently peer-reviewed and the Irish Research Council's decision on whether to approve the proposed change(s) will be final.

15.2. The Irish Research Council expects awardees to complete their research project as originally proposed, however it is recognised that exceptional circumstances may call for a change of host institution or of academic supervisor or employment mentor. The Irish Research Council may, but shall not be obliged to, agree to such a request provided that:

- a) it is satisfied that such an action will not impact on the completion of the award according to the agreed budget, objectives and deliverables;
- b) the transfer is agreed, in writing and in advance, by the Irish Research Council, and all other relevant parties ;
- c) arrangements satisfactory to the Irish Research Council are put in place to continue the research project in a manner in which it was originally approved.

## 16. Monitoring and Review of Progress

- 16.1. The Irish Research Council attaches considerable importance to monitoring the progress, outputs and outcome of its awards. The timetable for submission of interim and final progress reports by the award holder and their supervisory team is outlined in schedule 3. The continuation of funding will be dependent on the demonstration of sufficient progress through these progress reports.
- 16.2. It is the ultimate responsibility of the host institution to ensure that progress reports satisfactory to the Irish Research Council are submitted either:
  - a) as required under the award conditions or;
  - b) otherwise at the request of the Irish Research Council including, where relevant, reports in relation to research outputs that are generated after the award has terminated for up to a period of ten years following the date of such termination.
- 16.3. Where the required progress reports incorporate information or data from third parties, the host institution is responsible for ensuring that it is duly authorised to disclose such third-party information to the Irish Research Council.
- 16.4. The host institution shall ensure that the awardee and their supervisory team submits the required progress reports promptly and, where applicable, within the period specified by the Irish Research Council. If there are exceptional reasons which will cause a delay in the submission of any report, including the final report, a written request to extend the deadline may be made to the Irish Research Council before the due date passes.
- 16.5. Where an unsatisfactory progress report is received, the Irish Research Council reserves the right to convene a review committee to evaluate progress on the award in accordance with the deliverables outlined in the original application.
- 16.6. Failure to file the required progress report by the specified deadline, or submission of an unsatisfactory report, may result in the Irish Research Council reducing, suspending or terminating the award. Where an award is terminated, the Irish Research Council will have leave to seek recovery of monies which have been awarded.
- 16.7. As per clause 12.6, an amount of €1,500 will be withheld from the final payment of each award pending receipt and approval by the Irish Research Council of all applicable progress and financial reports. If satisfactory final progress reports from the awardee and their supervisory team are not received by the Irish Research Council within one month of the end date of the award, and a final financial report from the host institution within sixty days of the end date of the award, the Irish Research Council shall be entitled to withdraw the final award payment.
- 16.8. Where progress reports are outstanding, or unsatisfactory to the Irish Research Council, the awardee will not be eligible to be named on a subsequent application for funding from the Irish Research Council until such outstanding report has been submitted and declared satisfactory.

## **17. Award Completion**

- 17.1. Where an awardee submits their soft-bound thesis before the specified end date of the funding term, they shall be permitted to continue drawing funds from the award until the original end date of the award or such a time as they have submitted the hard-bound copy of their thesis, if this occurs prior to the end date of the award.
- 17.2. Where an awardee submits the hard-bound copy of their thesis before the end of the funding term, the awardee must inform the Irish Research Council immediately whereupon funding to the awardee will cease.
- 17.3. Awardees are required to provide follow-up contact details and ORCID identifier for the purpose of researcher career tracking in their final report or as otherwise requested by the Irish Research Council. Where an awardee's contact details change following completion of their award, they are asked to provide updated details via the online grants management system.
- 17.4. The Irish Research Council periodically carries out a destination survey of the awardees that it funds. The awardee shall agree to cooperate in responding to this survey.

## **18. Open Access**

- 18.1. The Irish Research Council's policy in relation to open access is available here.
- 18.2. Where relevant, the host institution shall ensure that the awardee complies with the National Framework on the Transition to an Open Research Environment.
- 18.3. A guide for the preparation of data management plans is available here.

## **19. Knowledge Transfer and Intellectual Property**

- 19.1. The Irish Research Council does not make any claim to intellectual property arising from the award.
- 19.2. Where appropriate, the Irish Research Council encourages that all reasonable endeavors are taken to ensure that, where practicable, discoveries and advancements in knowledge arising from the research project are translated for public benefit including commercial development as set out in Ireland's National IP Protocol 2019.
- 19.3. The host institution and employment partner must establish rules and procedures for protecting and managing any IP arising during the award. These rules and procedures must be in accordance with national guidelines.
- 19.4. By way of employing the awardee, the employment partner is entitled to own Foreground Intellectual Property (Foreground IP<sup>3</sup>) generated by the awardee during the course of the research project.

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<sup>3</sup> Foreground Intellectual Property shall mean Intellectual Property created by a Party in the course of the Research Project and all rights therein.

- 19.5. Should there be any contribution to Foreground IP by persons within the host institution other than the awardee, the employment partner is granted the option to negotiate rights to that contributing IP with the host institution, such rights to be licensed on preferential terms, where the host institution is free to do so.
- 19.6. The Irish Research Council requires that background IP is captured clearly by the host institution and the employment 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.
- 19.7. A Research Agreement (including reference to intellectual property rights and confidentiality) must be in place between the employment partner and the host institution before the award can commence. The terms of any such agreement must not conflict with those outlined in this document.
- 19.8. A suggested outline for the Research Agreement can be found on the call webpage.
- 19.9. A copy of the Research Agreement signed by the host institution, the employment partner and the awardee must be forwarded to the Irish Research Council before the award commences.
- 19.10. When a potential or perceived conflict of interest<sup>4</sup> arises between any participant, this must be disclosed in the application.
- 19.11. The research agreement must comply with the relevant provisions of the effective collaboration provisions in the European Commission's Framework for State aid for research and development and innovation (2022/C 414/01)<sup>5</sup>.

## **20. Conflict of Interest**

- 20.1. A conflict of interest arises when an individual holds a direct or indirect personal interest which, in the opinion of a reasonably-informed and well-advised person, is sufficient to call into question the independence, impartiality and objectivity that the individual is obliged to exercise in the performance of his/her duties. Conflicts of interest may be financial, non-financial or both.
- 20.2. The host institution is responsible for:
- a) recording and managing actual and potential conflicts of interest in respect of the award;
  - b) ensuring that any relationship between the host institution, the employment partner, the awardee or other members of the research team and any commercial organisation or other third party relevant to the award does not give rise to a conflict of interest for the host institution, employment partner, the awardee or other members of the research team;

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<sup>4</sup> A conflict of interest arises when an individual holds a direct or indirect personal interest which, in the opinion of a reasonably informed and well-advised person, is sufficient to call into question the independence, impartiality and objectivity that the individual is obliged to exercise in the performance of his/her duties. Conflicts of interest may be financial, non-financial or both.

<sup>5</sup> The project must have the characteristics of an 'effective collaboration' as set out in paragraph 28 of the European Commission's [Framework for State aid for research and development and innovation](#) (2022/C 414/01) (the "Framework") and satisfy one of the conditions set out in paragraphs 29 and 30 (as appropriate) of the Framework.

- c) putting in place a dedicated conflict of interest policy, where this is required by any applicable guidance.

20.3. Any conflict of interest or potential conflict of interest relating to the host institution, the employment partner, the awardee, or their supervisory team, must be fully disclosed to the Irish Research Council as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Irish Research Council shall, at its discretion, decide on the appropriate course of action.

## **21. Data protection**

21.1. The host institution and employment partner shall comply with all General Data Protection Regulation (GDPR) applicable laws in the processing of personal data.

21.2. The Irish Research Council will collect, use and disclose personal data provided in the application and otherwise obtained under or in connection with these Terms and Conditions for the payment, monitoring, maintenance and review of the award, for the performance of its statutory powers and functions and for its general activities. Further details regarding the Irish Research Council's collection, use and disclosure of personal data and individuals' rights in respect of personal data relating to them are available in the Irish Research Council's [Data Protection Notice](#).

21.3. During the award, or at any time following the expiration or termination of the award, the Irish Research Council may contact the awardee, or their supervisory team, concerning funding opportunities, Irish Research Council activities or events.

21.4. During the award, or at any time following the expiration or termination of the award, the Irish Research Council may contact the awardee, or their supervisory team, for the purposes of monitoring and evaluating research data and data related to impact. The awardee and their supervisory team are expected to comply with such requests.

21.5. The Irish Research Council may choose to authorise a third party to contact the host institution or any member of the research team on its behalf.

## **22. Freedom of information**

22.1. The Irish Research Council may be required to disclose information provided to it in response to a request under the Freedom of Information Act 2014.

22.2. Should the host institution or employment partner consider that any information supplied to the Irish Research Council is confidential or commercially sensitive it shall, at the time of providing the information, identify such information and give reasons for its confidentiality or commercial sensitivity. The Irish Research Council may, if it considers it appropriate, consult with the host institution or employment partner prior to releasing or consenting to the release of such information.

## **23. Dispute Resolution**

- 23.1. The Irish Research Council aims to deal with any issues that arise on its awards in a fair and timely manner. Awardees are required to engage with the Irish Research Council in the resolution of any such issues arising via the appropriate channels. The use of public fora, including social media, for this purpose will be considered to be a serious departure from this requirement.
- 23.2. The parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or in relation to the award, these Terms and Conditions or any breach of them. If any such dispute cannot be settled amicably through ordinary negotiations by the authorised representative of the parties, the dispute shall be referred to the Vice President of the host institution, a senior manager of the employment partner and the Director of the Irish Research Council, who shall meet in good faith to try and resolve the dispute.
- 23.3. Nothing contained in these Terms and Conditions shall prevent either party from seeking injunctive or other relief in a court of law to protect or enforce its legal rights.

## **24. Force majeure**

- 24.1. No party shall be liable to the other in contract, tort or otherwise for any failure or delay in the performance of any of its obligations under the award that are caused by any event of force majeure including, but not limited to, an act of God, labour dispute, or interruption or failure of utility service.

## **25. Severability**

- 25.1. If any provision under these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason, including by reason of the provisions of any legislation or other provisions having the force of law, or by reason of any decision of any Court or other body or authority having jurisdiction over the parties, including the EU Commission and the European Court of Justice, such terms or provisions shall be severable from the Terms and Conditions and shall be deemed to be deleted, provided always that if any such deletion substantially affects or alters the basis of the award, the parties shall negotiate in good faith to amend and modify the provisions and terms of the award as may be necessary or desirable in the circumstances.

## **26. Nature of relationship**

- 26.1. Nothing in these Terms and Conditions shall constitute a partnership or joint venture or establish a relationship of agency between the parties.
- 26.2. The Irish Research Council does not act as an employer with respect to the awardee or any other personnel of the host institution or employment partner. The Irish Research Council shall not be responsible for, and shall have no liability whatsoever in respect of, any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the host institution or awardee may be liable as an employer or otherwise.

## 27. Legal proceedings

27.1. The host institution and employment partner shall ensure that the awardee, their academic supervisor and employment mentor shall make themselves available to participate in any legal proceedings arising out of the award including, but not limited to, proceedings in connection with the ownership, exploitation, commercialisation or management of any intellectual property.

## 28. Bullying, harassment and sexual harassment

28.1. The Irish Research Council supports a system in which researchers, both staff and students, are entitled to carry out their research free from any form of harassment, victimisation or bullying. The Irish Research Council's Policy on Bullying, Harassment and Sexual Harassment is available [here](#).

28.2. It is the responsibility of both the host institution and the employment partner to create an appropriate research culture and to deal with any complaints of harassment, victimisation or bullying in accordance with fair procedures and natural and constitutional justice and in line with their internal procedures guided by national policies.

28.3. All Irish Research 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 from an individual, the Irish Research Council reserves the right to report any such behaviour to the relevant personnel in the host institution or employment partner.

## 29. Gender equality in research

29.1. The Irish Research Council's Gender Strategy and Action Plan commits to systematically and consciously working to address gender challenges by:

- a) encouraging more equal gender representation in the research population, for example by showcasing relevant role models;
- b) acknowledging unconscious gender bias may exist and taking steps to limit any effect on internal processes and procedures to deliver a level playing field for all applicants;
- c) supporting the development of national initiatives to remove gender related structural constraints and barriers in the recruitment, advancement, retention and mobility of all researchers in the Irish research system;
- d) increasing awareness of the need to consider whether a potential sex and/or gender dimension is relevant in a research proposal and, where relevant, requiring integration of sex/gender analysis into the design, implementation, evaluation and dissemination of the research.



29.2. It is a requirement that the awardee and their host institution promote gender balance in research development and dissemination activities, in particular in relation to the organisation of conference or networking panels associated with the award.

### **30. Career development**

30.1. It is the policy of the Irish Research Council to ensure that the early-stage researchers it funds are equipped with the relevant disciplinary and transferrable skills to allow them to pursue diverse career paths and establish themselves as independent researchers and thinkers. The Irish Research Council's Career Development Policy Statement is available [here](#).

### **31. Research Governance**

31.1. The employment partner and host institution must ensure that the highest quality of research conduct is maintained throughout the award.

31.2. The host institution and employment partner shall have in place effective systems for assuring the quality of research carried out by the awardee.

31.3. The host institution and employment partner shall have effective mechanisms for identifying research misconduct and shall have clearly publicised and agreed procedures for investigating allegations made of such misconduct.

31.4. The host institution and employment partner shall ensure that the awardee complies with the European Code of Conduct for Research Integrity, the National Policy Statement on Ensuring Research Integrity in Ireland and any other guidance the Irish Research Council may release in relation to research integrity.

31.5. The host institution and employment partner shall ensure that the awardee and academic supervisor has received appropriately certified training in research integrity within six months of the date of commencement of the award. Failure to ensure that this is the case may result in reduction, suspension or termination of the award.

31.6. The host institution and employment partner shall as soon as possible furnish to the Irish Research Council, in writing, details of any proven allegation of research misconduct directly or indirectly relating to the award.

### **32. Acknowledgement of funding**

32.1. It is an explicit requirement for the awardee, academic supervisor, employment mentor and the host institution to publicly acknowledge the support received from the Irish Research Council and the employment partner, and to include appropriate use of the Irish Research Council's full logo.

32.2. The awardee, academic supervisor and the Host Institution must comply with the Irish Research Council's Requirements for Acknowledgement of Funding policy at all times.

- 32.3. Where an awardee, academic supervisor, or host institution consistently fails to acknowledge the Irish Research Council's support, sanctions may be applied including prohibition from applying for additional Irish Research Council funding for a period of two years.
- 32.4. The full name of the organisation, the Irish Research Council, should always be used when acknowledging support.
- 32.5. The host institution shall ensure that:
- a) any and all publications resulting from the award include the following reference: "The research conducted in this publication was funded by the Irish Research Council under award number [XXXXXXX]"
  - b) the support of the Irish Research Council is acknowledged in all press releases and referenced orally in news media interviews, including popular media, such as, radio, television and news magazines;
  - c) the support of the Irish Research Council is acknowledged appropriately in all social media.
- 32.6. All publicity must also contain acknowledgement of funding received from the employment partner unless otherwise requested.
- 32.7. It is a requirement that the awardee notifies the Irish Research Council in advance of their participation in any significant events, for example, attaining an award of significant merit or substantial participation in events of national interest or impact connected to their award.
- 32.8. If the host institution, or employment partner, intend to issue a press release about the research project, the Irish Research Council must be notified in advance to allow for coordination.

### **33. Financial Accountability**

- 33.1. The host institution must ensure that all funds claimed and paid or transferred to the employment partner under the award are allowable, necessary and reasonable for the conduct of the research project<sup>6</sup>. No funds may be used by the host institution or employment partner to cover overhead or administrative costs.
- 33.2. Funds may not be reallocated between headings. Funds may only be carried forward from the previous year of the award under the direct research costs heading. It is only permitted to carry forward unused funds under the stipend, salary, employers PRSI, or fees headings following a period of award suspension.

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<sup>6</sup> Examples of permitted costs include but are not limited to: materials and consumables; equipment; software and hardware critical for the proposed research; pay-as-you-go access to national research infrastructures; archival research costs; reasonable travel, subsistence, and conference costs; skills training directly related to the objective(s) of the award; publishing and write-up costs; and reasonable travel and refreshment costs for subjects and volunteers in studies. Only reasonable and vouched travel and subsistence expenses for travel directly related to the award are permissible. A per diem rate will not be offered to scholars in awardees where vouched receipts are not provided. Incentives for subjects and volunteers (such as cash or gift vouchers) are not considered eligible costs.

- 33.3. Funds awarded under the direct research costs heading may only be used for reasonable and vouched expenses incurred in carrying out the research project during the agreed funding term.
- 33.4. No costs incurred during any period of suspension or after the effective date of termination or revocation of an award shall be direct costs.
- 33.5. The host institution shall ensure that the procurement of goods and services under the award is carried out in accordance with procurement law and policy, including any guidelines issued by the Department of Public Expenditure and Reform in relation to public sector procurement.
- 33.6. A maximum limit of €1,500 for laptops or computers applies unless required for high-performance computing.
- 33.7. Laptops or computers may not be purchased within the last six months of an award unless with prior permission from the Irish Research Council.
- 33.8. The assets purchased under any award shall primarily be used for the purpose of the research project.
- 33.9. Unless otherwise agreed, any assets purchased under the direct research costs heading, including software or hardware, will remain the property of the awardee. Where relevant, it is the responsibility of the awardee and their host institution to arrange for payment of the appropriate benefit-in-kind taxes.
- 33.10. The host institution shall be responsible for ensuring that, where appropriate, assets purchased under the award have adequate insurance cover.
- 33.11. The host institution shall furnish the required financial reports to the Irish Research Council as set out in schedule 3 below.
- 33.12. The host institution shall furnish the final financial report to the Irish Research Council within sixty days of the end of the funding term.
- 33.13. The host institution will return all unspent funds to the Irish Research Council within sixty days of the end of the funding term.
- 33.14. If the host institution incurs costs that exceed the amount of the award, then such excess shall be borne by the host institution.
- 33.15. The Irish Research Council shall have the right to seek reimbursement in the event of an overpayment of the award, including the right to set off such overpayment against further payments of the award.
- 33.16. The awardee must not accept or receive funding for the same research project from any other source unless previously approved in writing by the Irish Research Council.
- 33.17. Where consistent with institutional policies, the stipend or salary of an awardee may be supplemented utilising an alternative source of funding provided the successful completion of their Irish Research Council award remains the awardee's primary focus.
- 33.18. The Irish Research Council reserves the right to commission audits of the host institution for financial or other compliance. The host institution undertakes to fully facilitate these reviews.
- 33.19. The Irish Research Council reserves the right to ask for confirmation from external auditors of the following:


- a) that the annual accounts of the host institution are up to date and have been approved by the auditors without qualification;
  - b) that the management letter from the auditors raised no matters that did or could significantly affect the administration of the award;
  - c) that the funds received have been used for the purpose for which they were awarded.
- 33.20. The Irish Research Council accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work carried out under the award.
- 33.21. The host institution must fully indemnify the Irish Research 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 host institution or employment partner may be liable as an employer or otherwise, or any claims by any person in relation to any intellectual property.

#### **34. Government Funding**

- 34.1. The host institution acknowledges that the Irish Research Council is dependent on the Irish State for funding of its grant activities and that, if sufficient funding is not forthcoming from the State, the Irish Research Council may not be in a position to fund all of its award commitments. Accordingly, the host institution and employment partner agree that if the Irish Research Council does not have sufficient funding to cover all of its award commitments as aforesaid:
- a) the Irish Research Council shall be entitled in its sole discretion to determine which award commitments it will continue and which commitments it will reduce, suspend, terminate or revoke;
  - b) the Irish Research Council shall be entitled in its sole discretion to forthwith reduce, suspend, terminate or revoke the award by written notice to the host institution.

#### **35. Audits and record keeping**

- 35.1. The host institution shall maintain separate financial records for the award identified by a reference code which is specific to the award.
- 35.2. All financial records in relation to the award must be maintained in accordance with good accounting practice.
- 35.3. The host institution shall maintain such other records as may be reasonably necessary to satisfy the Irish Research Council that the host institution has complied with these Terms and Conditions, including records relating to completion of the degree for which the award has been provided (where relevant), and the progress, outputs and outcome of the research project.
- 35.4. The host institution, awardee, and their supervisory team must make all records referred to in clause 35.3 available to the Irish Research Council or its authorised



representative(s) upon reasonable notice for the duration of the research project and for a period of six years following submission to the Irish Research Council of the final report relating to the award.

- 35.5. All awards may be subject to external research and financial audit for up to a period of six years following the end date of the funding term. The purpose of any audit is to verify the original aims of the award and determine progress as specified. A research audit may include independent peer review or site visit as appropriate. The host institution shall fully cooperate with any such auditor or professional adviser and allow them full access to all financial and other records referred to in clause 35.3.



**SCHEDULE 2 – BUDGET AND PAYMENT SCHEDULE**

To be included at the award stage.

**SCHEDULE 3– REPORTING SCHEDULE**

To be included at the award stage.

**SCHEDULE 4 – AWARD ACCEPTANCE DECLARATION**

To be included at the award stage.