



IRISH RESEARCH COUNCIL
An Chomhairle um Thaighde in Éirinn

IRISH RESEARCH COUNCIL
ENTERPRISE PARTNERSHIP SCHEME (POSTDOCTORAL)

2021

TERMS AND CONDITIONS



**An Roinn Breisoideachais agus Ardoideachais,
Taighde, Nuálaíochta agus Eolaíochta**
Department of Further and Higher Education,
Research, Innovation and Science

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1. DEFINITIONS

- 1.1. **Council** shall mean the Irish Research Council.
- 1.2. **Funding term** shall mean the period between the official start date and agreed end date of the fellowship.
- 1.3. For the purpose of these fellowships, **higher education institution (HEI)** shall mean a higher education institution in Ireland within the meaning of Section 1 of the Higher Education Authority Act, 1971; and/or approved for the purposes of the Free Fees Initiative; and/or in receipt of some other form of public funding from the Department of Further and Higher Education, Research, Innovation and Science. A list of eligible HEI/RPOs is provided on the Council's [website](#).
- 1.4. For the purpose of this scheme, **Ireland** shall mean the Republic of Ireland.
- 1.5. **Research project** shall mean the research work proposed by the awardee and approved by the Council.
- 1.6. **Awardee** shall mean the person awarded an Enterprise Partnership Scheme Postdoctoral Fellowship.
- 1.7. **Fellowship** shall mean the Irish Research Council Enterprise Partnership Scheme Postdoctoral Fellowship.
- 1.8. **Fellowship fund** shall mean the funding for the fellowship.
- 1.9. **Mentor** shall mean the person(s) responsible for supporting and guiding the awardee and ensuring the quality of the research produced under the fellowship.
- 1.10. An **Enterprise Partner** is a company; a registered charity; a social, cultural or not-for-profit civic organisation; a state-owned company; or an eligible public body that will co-fund the awardee for the duration of the award. A public body is 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 an eligible research performing organisation (RPO), it is not an eligible Enterprise Partner under this scheme.
- 1.11. An **enterprise mentor** is the person(s) designated by the Enterprise Partner as being responsible for supporting and mentoring the awardee in relation to the Enterprise Partner's involvement in the fellowship.
- 1.12. A **host organisation** shall mean the HEI/RPO.
- 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. A list of eligible HEI/RPOs is provided on the Council's [website](#).
- 1.14. **Non-government organisations (NGOs)** shall mean any non-governmental organisation, which is a legal entity, has an established governance structure (such as a board of directors), is independent of government control, and is working in support of public good, not for profit. The NGO may be in receipt of public funds so long as it retains its completely independent status. NGOs can take various forms (national/international charities, voluntary community groups, etc.) and can be located/working in any country. For those requesting a waiver, they must have a base in the Republic of Ireland and be listed on Ireland's Public Charities Register.

2. OVERVIEW OF THE AWARD

2.1. The Irish Research Council's Enterprise Partnership Scheme (Postdoctoral) is a national initiative designed to link excellent early-career researchers with enterprise (broadly defined). The scheme co-funds awardees to bring research talent into an enterprise in cooperation with a HEI or RPO. Enterprise Partners co-fund excellent researchers who dedicate their time to a specific research project related to the mission of the organisation. By the end of the project, the researcher will have gained important workplace skills and a fellowship. Awardees develop a new research project that demonstrates a significant development through a variety of appropriate, feasible and clear published outputs. The enterprise benefits from research talent and ideas in an area closely aligned with its strategic interests.

3. ELIGIBILITY REQUIREMENTS

3.1. Suitably qualified postdoctoral applicants from any country may apply to the scheme. However, all applicants:

3.1.1. must have been **awarded their doctoral degree within the five-year period before 31 May 2021**¹. For the purposes of this condition, the date of graduation will be taken into account;

or

3.1.2. must have been certified as having fulfilled within the five-year period before 31 May 2021 all the requirements for the award of a doctoral degree, including the submission of the **hardbound corrected thesis**, but have not yet graduated.

and

3.1.3. must have authored or co-authored at least one published peer-reviewed research publication²; or demonstrable equivalent intellectual property (IP) output³; or provided samples of their written research work to the Council as follows:

- a copy of the table of contents from their doctoral thesis;
- one chapter from their doctoral thesis;
- one further sample of written research work, as the applicant sees fit.

3.2. Applicants may previously have held a Government of Ireland Postdoctoral Fellowship; however, they must have completed the full funding term of their Government of Ireland Postdoctoral Fellowship before commencing an Enterprise Partnership Scheme Postdoctoral Fellowship.

¹ Extension to this five-year period can be considered on provision of documented evidence of an eligible career break; career breaks of up to five years are taken into account. Eligible career breaks include: maternity leave, paternity leave, adoptive leave, parental leave, prolonged sick leave, carer's leave.

² 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.

³ 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.

- 3.3. Applicants must not have had two previous unsuccessful applications to the Enterprise Partnership Scheme (Postdoctoral).
- 3.4. Applicants must not have been employed as a postdoctoral researcher for more than five years as of **31 May 2021**⁴.
- 3.5. In recognition of the General Data Protection Regulation (GDPR), it is a condition of submitting an application that the applicant agrees that the Council can use data and information contained within for the following purposes and in line with the [Data Protection Notice](#) available on the Council's website:
 - 3.5.1. registration and processing of applications;
 - 3.5.2. operation of grants management information systems;
 - 3.5.3. preparation of material for use by reviewers and peer review panels;
 - 3.5.4. statistical analysis in relation to the evaluation of postdoctoral trends;
 - 3.5.5. sharing application information with government departments and other national funding agencies;
 - 3.5.6. policy and strategy studies;
 - 3.5.7. meeting the Council's obligations for public accountability and the dissemination of information;
 - 3.5.8. payment, maintenance and review of any award; or
 - 3.5.9. including details of any award in publicly available databases, reports and documents.

4. VALUE OF THE FELLOWSHIP

- 4.1. The total value of the fellowship fund will be up to a maximum of **€45,985** in any approved year and consist of the following:
 - 4.1.1. a salary of **€31,275** per annum (prior to income tax and social deductions) plus;
 - 4.1.2. employer's contribution to pay-related social insurance (PRSI) costs of **€3,455** (@ 11.05% of salary);
 - 4.1.3. employer's pension contribution, **where applicable**, of **€6,255** (@ 20% of salary). For further information on pension eligibility, please refer to policies outlined by the host organisation. It is the duty of each postdoctoral fellow to inform the Council of pension requirements in line with the preparation of the Award Letter of Offer or as close to the award start date as possible;
 - 4.1.4. eligible direct research expenses of **€5,000** per annum to enable the awardee to carry out the research project.

5. DURATION OF THE FELLOWSHIP

- 5.1. The fellowship will support suitably qualified doctoral graduates pursuing, or intending to pursue, **full-time research in any discipline** for a period of 24 months.

⁴ Eligible career breaks will not be included in the calculation of the five years. Career breaks of up to five years are taken into account.

6. GENERAL CONDITIONS OF THE FELLOWSHIP

- 6.1. All fellowships must commence on **1 September 2021**. Fellowships may only be deferred for reasons of an eligible career break⁵.
- 6.2. An awardee's first duty is to the successful completion of the fellowship for which they have been awarded funding.
- 6.3. Awardees must be affiliated with an eligible HEI or RPO in Ireland.
- 6.4. All host organisations must have the capacity to provide professional guidance and mentoring to the awardee and provide access to experimental facilities or data. The Council may request evidence of this from Enterprise Partners.
- 6.5. Fellowships may not be held or continued at any organisation other than the host organisation(s) which the awardee specified in the application, except with the prior agreement of the Council.
- 6.6. Fellowships are held subject to these Terms and Conditions and any supplementary conditions set out in the fellowship offer. If any of these Terms and Conditions are breached, the Council reserves the right to suspend or terminate the fellowship and may require reimbursement of such payments as have already been made.
- 6.7. The Council reserves the right to make amendments to these Terms and Conditions without prior notice.
- 6.8. 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.
- 6.9. The Council will strive to adopt procedures that are consistent with the policies of the Irish government in relation to the development of the information society and, accordingly, properly authenticated electronic communications will be treated as legally equivalent to paper submission.
- 6.10. Fellowship awards are made to the individual awardee, noting clauses below.
- 6.11. It is the responsibility of the awardee to inform the Council of any change of address, telephone number, or email address within two weeks of such a change. This should be done via the online system.
- 6.12. The HEI is responsible for ensuring that awardees have access to effective procedures for resolving problems arising from the administration or supervision of their fellowship.

⁵ Eligible breaks include: maternity leave, paternity leave, adoptive leave, parental leave, prolonged sick leave, carer's leave.

- 6.13. In the event of an awardee experiencing serious problems with supervision or any other academic matter that cannot be resolved at the department level, they should follow the HEI's own grievance procedures. Should these problems prove to be intractable, the awardee should inform the Council directly.
- 6.14. The HEI should ensure that a clear and reasonable policy on annual leave entitlement exists and that this is made known to the awardee at the start of their fellowship.
- 6.15. Should an awardee be unable to pursue their project in accordance with these Terms and Conditions, the awardee and their mentors must inform the Council and the relevant office(s) in their HEI. The awardee must do this no later than two weeks of such a situation arising. The Council will have regard to the usual conventions of the awardee's HEI; however, it reserves the right to suspend or terminate the fellowship.
- 6.16. Awardees are required to provide the Council with their ORCID identifier (ORCID iD)⁶ for tracking of research outputs and long-term careers beyond the funding term. This will involve the awardee authorising the Council's access, via the online system, to their ORCID record for authenticating, displaying and other best practice guidelines.

⁶ <https://orcid.org/>

7. LOCATION OF THE FELLOWSHIP

7.1. Awardees must:

- 7.1.1. maintain their principal residence in Ireland (as defined) during the fellowship;
- 7.1.2. maintain an actual presence within their respective departments throughout their fellowship and reside within a reasonable travelling distance of the HEI/RPO;
- 7.1.3. satisfy the State's regulations on immigration if not a national of a European Union member state, Iceland, Norway, Liechtenstein or Switzerland. Arrangements with respect to immigration will be a matter for settlement between the awardee, their HEI and the relevant immigration authorities of the State.

7.2. Notwithstanding Clause 7.1, the Council recognises that awardees may benefit from spending part of the fellowship away from their HEI. Such periods may involve:

- 7.2.1. attending courses relevant to the awardee's training. The Council will not normally sanction such courses longer than four weeks in duration;
- 7.2.2. spending part of the academic year engaged in research in Ireland or abroad.

In order to take up such an opportunity of more than four weeks in duration, the awardee must apply in advance to the Council for permission and include the written support of their mentors. The Council will not be liable for any additional fees or expenses associated with such opportunities. Furthermore, travel and personal accident insurance cover while taking up such an opportunity is a matter for agreement between the awardee and their HEI. Information regarding any research-related trips must be documented as part of the required progress reporting.

- 7.3. While the Council expects awardees to complete their research at the HEI as originally proposed in their application, it is recognised that exceptional circumstances may call for a change of location or mentors. In these cases, the awardee and proposed new mentor and/or HEI must write to the Council stating the case for change. The Council will examine the submission on its merits and respond with a decision on whether funding will continue in the new circumstances.

8. FINANCIAL ADMINISTRATION AND AUDIT

- 8.1. While the award is made to the individual awardee, the fellowship fund will be administered through the appropriate office within their HEI.
- 8.2. Subject to compliance with these Terms and Conditions and to receipt of satisfactory progress reports, the fellowship fund will be paid to the awardee's HEI, quarterly in advance. It is the HEI's responsibility to coordinate payment of the fellowship fund to the awardee in a timely manner.

- 8.3. Payment of the fellowship fund is wholly subject to the continued receipt of funding by the Council from the Department of Further and Higher Education, Research, Innovation and Science and the Enterprise Partner. In the event of such funding being reduced or discontinued, neither the Department of Further and Higher Education, Research, Innovation and Science nor the Council will be under any liability to provide funding or to compensate an awardee for any reduction or cessation of such funding.
- 8.4. The HEI is responsible and accountable for the proper use of the fellowship fund. No funds may be used by the HEI to cover overhead or administrative costs. The HEI must ensure proper financial management of the award and accountability for the use of public funds.
- 8.5. No additional funds will be made available to award holders by the Irish Research Council other than what was approved in their original award letters.
- 8.6. Funds allocated to fees and pension payments may not be allocated.
- 8.7. Award holders are expected to adhere to institutional guidelines in relation to eligible direct research expenses at all times.
- 8.8. The awardee, in collaboration with their mentor, is responsible for appropriate financial planning during the fellowship.
- 8.9. Compliance with Irish laws and regulations on taxation will be a matter for the awardee, the HEI and the Office of the Revenue Commissioners.
- 8.10. Any materials or equipment, including software and hardware purchased using the award funds will be the property of the host institution which the Postdoctoral Fellow will have use of throughout the duration of their award. Postdoctoral award holders may assume ownership of the materials or equipment, including software and hardware subject to Benefit in Kind (BIK) rules. In such cases it is the responsibility of the postdoctoral award holder and host institution to arrange for payment of the appropriate taxes.
- 8.11. Funding will only be provided for the research project as presented in the application. The written consent of the Council must be sought in advance of any significant departures from the research project during the funding term. Such requests may be independently peer-reviewed and the Council's decision on whether to approve the proposed change(s) will be final.
- 8.12. Funds may only be carried forward from the previous year of the fellowship under the eligible direct research expenses heading. It will not be possible to carry forward funds awarded for salary, PRSI or pension costs.
- 8.13. The Council reserves the right to ask for confirmation from the HEI's external auditors for the following:

- 8.13.1. that the annual accounts of the HEI are up to date and have been approved by the auditors without qualification;
 - 8.13.2. that the management letter from the auditors raised no matters that did or could significantly affect the administration of a fellowship awarded by the Council;
 - 8.13.3. that monies received under the fellowship have been used for the purpose for which they were awarded.
- 8.14. The Council reserves the right to commission audits of the participating HEI for financial or other compliance. The HEI undertakes to fully facilitate these reviews. All awards may be subject to an external research audit and financial audit.
- 8.15. The Council accepts no responsibility, financial, ethical, legal or otherwise, for expenditure or liabilities arising out of work funded by fellowships. The HEI must fully indemnify the Council against all such expenditure or liabilities and against any actions, proceedings, costs, damages, expense claims and demands arising including, in particular, but without limitation, any claims for compensation for which the HEI may be liable as an employer or otherwise, or any claims in relation to IP.
- 8.16. It is the responsibility of the HEI to complete and submit the Final Financial Report using the Final Financial Report template provided within sixty days of the end of an award holder's funding term or early withdrawal from their award, or before the end of the calendar year if this occurs first.
- 8.17. The HEI should ensure that all unspent funds are returned to the Council within sixty days of the end of an awardee's funding term or early withdrawal from their award, or before the end of the calendar year if this occurs first.

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. Both the awardee and mentors, together with the HEI and Enterprise Partner, will be required to submit a comprehensive annual progress report and a financial report. Failure to supply these reports will result in payment of the fellowship being suspended until such a time as they are received.
- 9.3. If an awardee does not submit a progress report on time or if the Council receives an unsatisfactory progress reports or evaluation, the award holder will be informed of the unsatisfactory report. The award holder will be asked to resubmit an amended report. the Council reserves the right to convene a review committee to evaluate the fellowship in accordance with the deliverables outlined in the original proposal.
- 9.4. If asked to do so, the awardee and their mentor must attend to provide an account of the progress or outcomes of the award.

9.5. If a review committee is convened by the Council, this committee can draw as necessary on disciplinary inputs from experts who have acted as evaluators. The Council will then provide feedback to the awardee indicating that the fellowship be either:

- 9.5.1. progress satisfactory in all respects and continuation of award confirmed;
- 9.5.2. progress deficient in some areas and specific actions for resolution indicated with a defined time period;
- 9.5.3. report indicates evidence of unsatisfactory progress and the award may be suspended or terminated.

10. ADDITIONAL DUTIES OUTSIDE THE REMIT OF THE FELLOWSHIP

10.1. Awardees must engage full-time in research during the funding term and not assume any other duties that would adversely affect their ability to engage in the fellowship on a full-time basis.

10.2. Teaching is an essential means for the structuring and dissemination of knowledge and should be considered valuable within the awardee's career. The Council permits awardees to undertake such duties, including supervision, education provision and support activities, provided the following conditions are met:

- 10.2.1. the awardee obtains prior approval from their mentor and retains a record of same;
- 10.2.2. the additional duties do not exceed a total of 50 hours per academic term and do not adversely affect the awardee in carrying out their research;
- 10.2.3. the additional duties are relevant to the research funded by the fellowship and consistent with the Training and Career Development plan agreed by the awardee and their mentor.

10.3. Where awardees undertake such teaching or other duties as listed above, they should be appropriately remunerated by their HEI/RPO. Any such payments will not affect the awardee's total amount of fellowship. Compliance with Irish laws and regulations on taxation will be a matter for the awardee, the HEI/RPO and the Office of the Revenue Commissioners. Contractual and remuneration matters in respect of additional duties are a matter for agreement between the award holders and the HEI/RPO.

10.4. Host organisations must keep and hold records and approvals of additional or other work by award holders and should ensure that such work is taken into account in relevant evaluation/appraisal systems and contributes to the professional development of the award holder.

10.5. Suitable training should be provided for teaching activities as part of the professional development of award holders.

- 10.6. As regards remunerated work outside the host organisation, the award holder will be bound by the rules that apply to similar employees in their host organisation.
- 10.7. From time to time, the Council will require the awardee to attend events or meetings as arranged by the Council.

11. ADDITIONAL AWARDS

- 11.1. An awardee will not be eligible to hold a Council fellowship if during the funding term they are in receipt of another bursary or fellowship or a combination of other bursaries or fellowships with a total value greater than €16,000 per annum.
- 11.2. Awardees must inform the Council about the amount and source of any awards or bursaries obtained before or during the funding term. This information must also be recorded in the appropriate progress reports.
- 11.3. Should the awardee apply to another source for an additional award during the funding term, they must state as part of the application (whether or not they are required to do so) that they hold an Irish Research Council Enterprise Partnership Scheme Postdoctoral Fellowship and notify the Council prior to submitting the application. The other funder(s) must agree that the Council fellowship can be held alongside the other award(s). In no circumstances will the Council involve itself in the decisions of other funding agencies.
- 11.4. The Council recognises that, from time to time, awards exceeding the €16,000 per annum limit may independently recognise the outstanding merit of an awardee. Awardees are advised that only in exceptional cases and on a case-by-case basis can such individual awards be held in conjunction with a Council fellowship. The acceptance of such awards during the funding term of the fellowship is subject to prior approval by the Council.
- 11.5. Tax issues which may arise from such bursaries or awards are of the concern of the individual awardee and not the Council.

12. SUSPENSION OF THE FELLOWSHIP

- 12.1. The Council expects awardees to complete their fellowship in a single continuous period and does not encourage the suspension of awards. Where suspensions are approved, total periods of suspension must not normally exceed one calendar year during the lifetime of the award. The decision to grant a suspension is at the discretion of the Council. With the exception of maternity leave, no financial support is available from the Council to the awardee while an award is suspended.
- 12.2. Awardees may apply to the Council to suspend their award:
 - 12.2.1. for reasons of an eligible career break as identified in clause 6.1; or

- 12.2.2. in order to undertake an internship, where such an internship contributes and is directly relevant to the research project, consistent with the training and career development plan, and does not exceed nine months in duration. Insurance cover in respect of participation in an internship is a matter for agreement between the awardee and their HEI.
- 12.3. The decision to grant a suspension is at the discretion of the Council. The award fund is not payable during such periods.
- 12.4. Award holders are entitled to suspend their award for a period of up to one calendar year for reasons of maternity leave. Award holders are referred to the Council's Maternity Leave Policy, which is available [here](#).
- 12.5. Awardees wishing to take maternity leave can request a suspension of their award. A template request form is available for the purpose of requesting approval from the Council. Once approved, the fellowship will be suspended for the period of maternity leave within the guidelines 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 of that date.
- 12.6. Awardees should contact the HEI/RPO regarding their intended maternity leave. In accordance with internal HEI policy on paid maternity leave, some awardees may be eligible for paid maternity leave. Where the research office in the awardee's institution confirms that an awardee is entitled to paid maternity leave, the Council will provide either (i) a top-up to the state benefit (which must be applied for if an individual is entitled) or (ii) cover the full amount of the awardee's fellowship salary for up to six months where applicable.
- 12.7. Awardees should contact the Department of Employment Affairs and Social Protection directly to ascertain whether they are entitled to maternity benefits. The awardee must provide documentation from the social welfare office confirming the outcome of their application for state maternity benefits or a statement of ineligibility for state benefits. The funding provided by the Council as a top-up to state benefits or to cover paid maternity leave will be in addition to the original fellowship fund amount.

13. TERMINATION OF THE FELLOWSHIP

- 13.1. Where the award holder finishes their project before the specified end date of the funding term, they must inform the Council in writing and cease drawing any remaining funds from their funding account at the end of the calendar month in which the project was completed.
- 13.2. Council recognises that, for personal or professional reasons, an awardee may wish to terminate their fellowship prematurely. This action should not be taken without prior consultation with the Council.

- 13.3. Where the awardee intends to prematurely terminate their fellowship, the Council will require evidence of academic progress to the date of departure. In the event that the Council deems the awardee's progress inadequate, the Council may pursue the awardee, HEI, or both for reimbursement of the amounts expended.

14. COMPLETION OF THE FELLOWSHIP

- 14.1. Where a postdoctoral award holder finishes their project before the specified end date of the funding term, they must inform the Council in writing and cease drawing any remaining funds from their funding account at the end of the calendar month in which the project was completed.
- 14.2. The Council is entitled to obtain information directly from the awardee's HEI in relation to their fellowship.
- 14.3. The Council periodically carries out a destination survey of its awardees. The awardee shall agree to cooperate in responding to this survey.
- 14.4. Where an awardee's contact details change following completion of their award, they should provide updated details via the online system.

15. RESPONSIBILITIES OF THE MENTOR

- 15.1. The Council requires awardees and their mentors to have regular contact. Mentors must be based at the same HEI as the awardee.
- 15.2. It is the responsibility of the awardee's mentors to ensure that if the awardee leaves their HEI or is not dedicating sufficient time or effort to the fellowship, the Council is informed immediately.

16. RESPONSIBILITIES OF THE ENTERPRISE PARTNER

- 16.1. The Enterprise Partner will nominate an enterprise mentor from the organisation to work with the awardee and their academic mentor, to offer advice and to create a link with the Enterprise Partner's activities. Contact should be maintained between the enterprise mentor and the awardee throughout the duration of the fellowship.
- 16.2. The Enterprise Partner and enterprise mentor are permitted to support more than one application to the Enterprise Partnership Scheme provided that there are clearly distinct research projects and that all awards will be supported in the event of multiple successful applications.
- 16.3. In the event of an Enterprise Partner changing its name or merging with another entity, the contractual obligation will remain as is.

- 16.4. Where feasible and appropriate, the Enterprise Partner is encouraged to provide a placement period for the awardee at its facilities. This will be agreed with the Council and the academic mentor before the fellowship commences. The Enterprise Partner is expected to cover the cost of all expenses (e.g. travel and accommodation costs) incurred by the awardee as a result of periods spent on placement with the Enterprise Partner. The awardee should not be out of pocket due to undertaking such a placement.
- 16.5. The contribution from the Enterprise Partner, **€30,657**, will constitute one-third of the total value of the fellowship. This forms part of the fellowship and is not additional funding. The Enterprise Partner is obliged to contribute for the full duration of the funding term, 2 years, in annual payments.
- 16.6. The first annual invoice will be issued to the Enterprise Partner for payment prior to commencement of the award. Subsequent invoices will be issued annually over the lifetime of the award. The Enterprise Partner's contribution will be paid to the Council by electronic transfer within 30 days of receipt of invoice. Failure to do so will result in award offers being revoked immediately or awards being suspended with one month's notice.
- 16.7. The transfer of award funds from the Council to the HEI is contingent upon the Council's receipt of the Enterprise Partner's contribution within the period in which it is due. It is not permissible for parties to request that the Council contributes to offers or awards where there are issues with payments from the Enterprise Partner.
- 16.8. Eligible NGOs may avail of a waiver for the first year Enterprise Partner contribution for applications to the Enterprise Partnership Scheme 2021. To be eligible for this waiver, NGOs are to seek pre-approval from the Council by **31 December 2020**. Formal members of Dóchas (full membership and associate) and members of the Wheel who fit the definition in 1.13 may apply for this waiver. The organisation must have a base in the Republic of Ireland and be listed on [Ireland's Charity Register](#). Waiver approval is at the sole discretion of the Council. Should a waiver be approved, the total contribution for a two-year fellowship will be **€15,328**. This is subject to the availability of funding and may be offered on a ranked basis.
- 16.9. Where an Enterprise Partner on an application is also an existing or expired Enterprise Partner on this or a previous call of the Enterprise Partnership Scheme or an existing or expired Employment Partner on the Employment-Based Programme and has outstanding funds payable to the Council or has had significant periods of time (in the region of two months) where there have been overdue payments or reporting requirements, the Council may decline the organisation for participation in the current call or revoke new offers or awards.

17. ETHICS AND QUALITY ASSURANCE

- 17.1. The Council is not in a position to award funding for research activity under any of the following prohibited areas:
 - 17.1.1. human cloning for reproductive purposes;
 - 17.1.2. genetic modification of human beings that could make such changes heritable (with the exception of research relating to cancer treatment of the gonads, which may be funded);
 - 17.1.3. creation of human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.
- 17.2. The HEI is responsible for ensuring that ethical issues relating to an awardee's research are identified and brought to the attention of the relevant approval or regulatory body. Approval to undertake the research must be granted before any work requiring approval begins. Ethical issues should be interpreted broadly and may encompass, among other things, relevant codes of practice; the involvement of human participants, tissue or data in research; the use of animals; research that may result in damage to the environment; and the use of sensitive economic, social or personal data. Where necessary, awardees will be required to confirm that they have obtained the appropriate ethical approval to carry out their research project from the relevant approval or regulatory body at their HEI.
- 17.3. Where required for the research project, awardees must show evidence that they have obtained the appropriate ethical approval to carry out their research project from the relevant approval or regulatory body at their HEI or organisational ethics committee, or the equivalent body in the Enterprise Partner (as appropriate). Written evidence of such approval is required by the Council before the award can commence. Where there is a delay to providing this evidence, consent must be sought from the Council before the award may commence. The awardee must not commence any activities for which approval is required without this evidence.
- 17.4. The HEI is responsible for ensuring that the awardee's research complies with all national and international regulation requirements governing the use of sensitive materials or processes, for example 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.
- 17.5. The awardee, Enterprise Partner and HEI must follow good practice on data protection, management and security. The Council cannot be held legally liable for interference by any third party.

18. RESEARCH INTEGRITY

- 18.1. The HEI/RPO and Enterprise Partner must ensure that the highest quality of research conduct is maintained and that there are formal, fair and effective processes in place for the investigation of allegations of research misconduct if they arise. The systems in place to manage research misconduct should 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 Ireland* and [The European Code of Conduct for Research Integrity](#).

- 18.2. The HEI and the Enterprise Partner are required to report to the Council all findings of any substantiated case of research misconduct arising from a Council-funded research project.
- 18.3. Awardees are expected to undertake training or courses related to Research Integrity available to them at their HEI and Enterprise Partner.
- 18.4. The Council reserves the right to check applications for plagiarism and excessive duplication. Where this is deemed to be the case by the Council, applications will be deemed ineligible, award offers will be withdrawn, or active awards will be terminated with one month's notice. Plagiarism is the appropriation of another person's ideas, processes, results, or words without giving appropriate credit. It will be deemed that excessive duplication has arisen when significant portions of multiple applications to the Council or any funding agency are similar or identical in content.

19. KNOWLEDGE TRANSFER

- 19.1. The Council encourages the commercialisation of research output as outlined in the [National IP Protocol 2019](#).
- 19.2. The HEI and Enterprise 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.
- 19.3. In line with the national policy, foreground IP generated will be owned by the HEI. In exceptional circumstances, preferential terms for the Enterprise Partner may be negotiated if the HEI is of the view that the interest of Ireland is best advanced through the utilisation of this option.
- 19.4. 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.
- 19.5. The Council does not make any claim to IP arising from the award.
- 19.6. A Research Agreement (including reference to IP rights and confidentiality) must be in place between the HEI and the Enterprise Partner before the award can commence. There is a template agreement at Appendix II of these Terms and Conditions. The terms of any such agreement must not conflict with those outlined in this document.

- 19.7. A copy of the Research Agreement between the HEI and the Enterprise Partner must be made available to the Council.
- 19.8. When a **potential or perceived conflict of interest**⁷ arises between any participant, this must be disclosed in the application.

20. OPEN ACCESS

- 20.1. All scholarly publications resulting from publicly funded research are expected to be openly available by default as per the [National Framework on the Transition to an Open Research Environment](#). Awardees are expected to adhere to the Council's policy relating to the placement of research publications in open access repositories, which is available [here](#). It is accepted that there will be recognised instances in which this might not be feasible; in these cases, the awardee should contact their mentors for advice.

21. SEX/GENDER DIMENSION

- 21.1. The Council supports gender equality in the research and innovation system. The Council's *Gender Strategy & Action Plan 2013–2020* is available [here](#). All awardees are required to give careful consideration to whether there is a potential sex or gender dimension that may arise in the course of their research.
- 21.2. Where the awardee is involved in the organisation of conference, networking or dissemination panels connected with their research project, due regard should be given to gender balance within any such panel(s).

22. ACKNOWLEDGEMENT OF COUNCIL FUNDING

- 22.1. All publicity, including interviews, email signatures, letterheads, office signs, public lectures, publications, monographs, print materials, online materials, press releases, television and radio advertisements, formal social media, websites, film, and video/audio recordings associated with or arising from the research undertaken by the awardee must contain acknowledgement of funding received from the Council. Where possible, the Council's logo should be included in any such acknowledgement. All publicity must also contain acknowledgement of funding received from the Enterprise Partner unless otherwise requested.
- 22.2. Awardees are expected to adhere to the Council's policy relating to the acknowledgement of its funding at all times. The policy is available [here](#).

23. DIGNITY IN THE CONDUCT OF RESEARCH

⁷ 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.

- 23.1. The Council supports a research system in which individual researchers are enabled to reach their full potential at all stages of their career. Awardees and their mentors 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](#).
- 23.2. All Council staff are entitled to be treated with courtesy and respect at all times and, accordingly, are encouraged to report any instances of infractions to management. In cases where staff experience abusive or inappropriate behaviour, the Council reserves the right to report any such behaviour to the relevant personnel in the HEI or other organisation connected with the individual.

APPENDIX I RESEARCH COSTS

- Only vouched expenses incurred in carrying out the research project during the agreed funding term are permissible.
- These may include, but are not limited to:
 - > materials and consumables;
 - > equipment costs;
 - > software and hardware critical for the proposed research⁸;
 - > pay-as-you-go access to national research infrastructures;
 - > archival research costs;
 - > reasonable travel, subsistence and conference costs⁹;
 - > skills training directly related to the objective(s) of the fellowship;
 - > publishing and write-up costs;
 - > reasonable travel and refreshment costs for subjects and volunteers in studies¹⁰.
- Please note that ineligible costs include but are not limited to
 - > Membership fees
 - > Per diem subsistence rates
 - > Living costs (e.g. rent, food and phone)
- Awardees must adhere to institutional guidelines, including rules of procurement, in relation to eligible direct research expenses at all times.
- The HEI/RPO must ensure proper financial management of the award and accountability for the use of public funds. The HEI/RPO should also ensure that all unspent funds are returned to the Council at the end of the funding term. The Council's rules on eligible expenses must be followed when different from institutional rules.
- Every effort must be made to ensure that travel, where used, is economical. Requests must take regard of institutional norms (e.g. public transport requirement where possible) and civil service rates must be used.

⁸ A maximum limit of €1,000 for computers or laptops applies unless required for high-performance computing. Only one computer or laptop can be purchased during the award and this purchase must occur during the first six months of the award.

⁹ Only reasonable and vouched travel and subsistence expenses for travel directly related to the awardees are permissible. A per diem rate will not be offered in cases where vouched receipts are not provided.

¹⁰ Incentives (such as cash or gift vouchers) for participation are not considered eligible costs.

APPENDIX II RESEARCH AGREEMENT

Dated _____ 20[•]

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

and

(2) [*Full legal name of the enterprise partner*]

and

(3) [*Full name of the awardee*]

RESEARCH AGREEMENT RELATING TO THE IRISH RESEARCH COUNCIL ENTERPRISE PARTNERSHIP SCHEME POSTDOCTORAL FELLOWSHIP

This Agreement dated _____ 20[•] is between:

- (1) [•] (the “**HEI/RPO**”); [*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 “**Awardee**”), the person awarded the Fellowship whose principal place of residence is at [•].

Background:

- A. The Irish Research Council (“the Council”) 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 postdoctoral fellowship in any discipline at an eligible HEI/RPO within Ireland.
- B. The HEI/RPO, the Awardee and the Enterprise Partner have by acceptance of this award, agreed to be bound by the Terms and Conditions of the Programme (“the Council Terms”).
- C. The Awardee and the Enterprise Partner both acknowledge that under the Council Terms the HEI/RPO is made responsible for the distribution of the Fellowship Fund in the manner specified therein and both agree to co-operate with the HEI/RPO 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/RPO of its obligations under the Council Terms in a timely manner and otherwise to ensure compliance with their own obligations under the Council Terms.
- D. This agreement sets out the way in which the fellowship will be managed by the HEI/RPO, the Awardee and the Enterprise Partner and deals with, among other things, IP 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 guiding the Awardee and ensuring the 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 7.3 below. 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 (<i>and confirmed in writing, marked confidential and sent to the receiving party within 28 days of the oral disclosure</i>); (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 Awardee 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/RPO that it wishes to exercise the Option.
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/RPO	Higher Education Institution (HEI) – shall mean a recognised HEI entitled to award a Masters or a Doctor of Philosophy (PhD) degree and which is approved by the Council. Research Performing Organisation (RPO) shall mean a recognised RPO approved by the Council.
Intellectual Property (IP)	All intellectual property of any description including know-how, copyright, trademarks, database rights, design rights, patents, utility models, and applications for and the right to apply for any of the foregoing items.

Council Terms	The Irish Research Council Enterprise Partnership Scheme Postdoctoral Fellowship Terms and Conditions.
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 12.1 below.
Option	The option to negotiate a licence to HEI/RPO foreground IP granted by the HEI/RPO to the Enterprise Partner pursuant to Clause 7.8
Parties	The HEI/RPO, 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.
Fellowship Fund	Shall mean the funding for the Fellowship.

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’ means the Clauses of, and the Schedules to, this Agreement, and the Council Terms, 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 disfavouring 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 Awardee and approved by the Council. The Parties agree to update the programme of work at an agreed frequency.
- 3.2 The Parties will hold review meetings on an agreed basis.

4. Responsibilities of the HEI/RPO

- 4.1 The HEI/RPO will support the awardee to undertake further research for the purpose of completing their fellowship.

5. Responsibilities of the Fellow

- 5.1 The relationship between the HEI/RPO and the awardee is purely for attainment of further educational qualifications and postdoctoral research experience. The relationship between the HEI and the awardee is governed by the terms of the HEI regulations in force for the time being and from time to time this Agreement. The awardee:
- 5.2 shall comply with the Council Terms;
 - 5.3 shall follow the reasonable instructions issued by the Academic Mentor;
 - 5.4 is responsible for submitting the annual joint progress reports on time to the Council. A copy of all reports must be submitted to the HEI/RPO.

6. Responsibilities of the Enterprise Partner

The Enterprise Partner shall

- 6.1 comply on a continuing basis with its obligations under the Council Terms;
- 6.2 support the Awardee to undertake either a PhD or Research Master’s award in accordance with the

- Council Terms and, where feasible and appropriate, provide a placement period for the Awardee at its facility;
- 6.3 use all reasonable endeavours to enable the Awardee to meet the Fellow's obligations under this Agreement;
- 6.4 hold the HEI/RPO harmless and pay all costs that fall due to the Council as a result of the Enterprise Partner's actions in breach of this Agreement.

7. Intellectual Property

- 7.1 In this Agreement
- (a) a person shall be taken to participate in the generation of:
- (i) an invention, only if he is considered the, or an, inventor of that invention under Irish patent law as it stands on the date on which the invention is made;
 - (ii) copyright, only if he is the, or an, author of the work in question for the purposes of Irish copyright law as it stands on the date on which the work is generated; and
 - (iii) know-how or information only if he makes a significant intellectual contribution to its generation for these purposes; the contribution of previously generated IP does not constitute a significant intellectual contribution;
- (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.

Background IP

- 7.2 Each Party shall retain all right and title to, and interest in its own Background IP. Nothing in this Agreement shall affect ownership of any Background IP. No licence to use any Background IP is granted or implied by this Agreement except the rights expressly granted in this Agreement.
- 7.3 Register of IP
- (a) Schedule 2 sets out a list of Background IP that the Parties have agreed to make available for the Project as at the date of this Agreement, together with details of any restrictions or encumbrances on the use of that Background IP.
 - (b) Any Party wishing to make available Background IP for use in the Project after the date of this Agreement shall provide the other Party with a written description of the Background IP together with details of any restrictions or encumbrances on the use of that Background IP.
 - (c) The HEI/RPO 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).

Use of Background in the Project

- 7.4 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.

Notification of Results

- 7.5 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.

Project Foreground IP

- 7.6 All right and title to, and any interest in, any and all Project Foreground IP shall be vested and remain vested in the HEI/RPO. To the extent that any Project Foreground IP is capable of prospective assignment, the Enterprise Partner and the Awardee now assigns that Project Foreground IP to the HEI/RPO; 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/RPO. At the request and expense of the HEI/RPO, the Enterprise Partner shall execute such documents as may be necessary to transfer title to the HEI/RPO and apply for patents or other protections for such Project Foreground IP.
- 7.7 The HEI/RPO 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/RPO 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/RPO Foreground IP during the Negotiation Period. If the Enterprise Partner does not exercise its Option during the term of the Project or the Parties are unable to agree the terms of a licence agreement within the Negotiation Period that Option shall lapse.
- 7.7.1 Where HEI/RPO staff other than the Awardee have contributed to the creation of Project Foreground IP in the course of the project the HEI/RPO grants to the Enterprise Partner, where it is free to do so, a first Option under the terms as described in clause 7.7.
- 7.8 Any such licence shall be on fair and reasonable commercial terms and subject to separate agreement.

Research rights

- 7.9 Notwithstanding the grant of any exclusive licence to Project Foreground IP, the HEI/RPO 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/RPO under this Clause 7.9 are subject to the confidentiality restrictions in Clause 8 and the rules on publication in Clause 9.

IP protection

- 7.10 The HEI/RPO 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/RPO 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.

Step-in rights

- 7.11 If the HEI/RPO chooses not to file, prosecute or maintain any IP protection for the Foreground IP, the HEI/RPO 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/RPO shall (at the cost and expense of the Enterprise Partner) prepare, file, prosecute and maintain such IP protection as the Enterprise Party sees fit.

State Aid

- 7.12 The grant of any assignment of, or licence to, IP pursuant to Clause 7.8 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.

8. Confidentiality

Confidentiality obligations

8.1 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.

Exceptions to obligations

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

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

Disclosure in accordance with legal obligations

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

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

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

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

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

9. Publications

- 9.1 The Parties recognise the Council policy relating to the placement of research publications in open access repositories as set out in the Council Terms. The Parties agree that the *HEI/RPO* 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 IP, 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 9.2, 9.3 and 9.4 below.

- 9.2 The Publishing Party shall submit its proposed publication in writing to the Reviewing Party at least 30 days before submitting it for publication.
- 9.3 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 90 days or other such time as both Parties may agree, or until any affected IP is protected, whichever is the sooner.
- 9.4 All Foreground IP shall be treated as Confidential Information belonging to the Enterprise Partner. The Reviewing Party may, by giving written notice to the Publishing Party, require the removal of any of the Reviewing Party's Confidential Information from the publication.
- 9.5 If the Publishing Party does not receive a written objection from the Reviewing Party within 30 days of submission of notification of publication, then permission to publish shall be deemed to have been given.
- 9.6 The *Awardee* must receive written approval from the *Academic Mentor* and the Enterprise Partner to proceed with the publication.

10. Warranties and Undertakings

- 10.1 *No implied warranties, etc.* Each Party acknowledges that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.
- 10.2 No warranty or representation is provided by the HEI/RPO that the Awardee will obtain any qualification. The award of any such qualification shall be subject to satisfactory progression and solely at the HEI/RPO's discretion in accordance with the HEI/RPO's academic regulations for the time being and from time to time.
- 10.3 Only the Awardee has rights of appeal where such academic regulations are applied.
- 10.4 *Entitlement to enter the contract.* Each Party warrants to the other that it has full power and authority under its constitution and has taken all necessary actions and obtained all authorisations, licences, consents and approvals, to allow it to enter into this Agreement.
- 10.5 *No other warranties.* Neither Party warrants or undertakes that any result or outcome, whether stated in this Agreement or not, shall be achieved, be achievable or be attained at all or by a given Completion Date or any other date, nor does either Party give any warranty that the content or use

of any results, IP, reports, information or other materials provided in connection with this Agreement will not constitute or result in any infringement of third-party rights.

11. Liability and Insurance

- 11.1 The *HEI/RPO* 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/RPO*'s total liability in contract, tort or otherwise arising out of or in connection with or in relation to this Agreement and the Research Project, excluding breaches of Clause 8 (Confidentiality), shall be limited to an amount in euro equal to the amount of the *Fellowship* Fund paid by the *HEI/RPO* to the Enterprise Partner during the preceding 12-month period.

12. Termination

- 12.1 This Agreement shall continue until the earlier of
- (a) cessation of the Project in accordance with Clause 9 of the Council Terms;
 - (b) following all appeals, the *Awardee* has received written confirmation that he has failed to meet the progression requirements as set out in the *HEI/RPO* academic regulation;
 - (c) the Enterprise Partner becomes insolvent;
 - (d) agreement in writing between the *HEI/RPO* and the Enterprise Partner that this Agreement should terminate.
- 12.2 *Survival of obligations.* On termination or expiration of this Agreement for any reason, all rights and duties of the Parties with regard to each other will cease except for rights and remedies which may have accrued prior to termination or expiration and any rights and/or obligations which expressly or by implication are intended to commence, survive or continue in effect on or after termination or expiration. Without prejudice to the generality of this clause, the termination or expiration of this Agreement will not affect Clauses 6, 7, 8,9, 11 and, to the extent applicable, 13 which shall survive the expiration and/or termination of this Agreement.

13. General

- 13.1 **Amendments.** This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.
- 13.2 **Assignment.** Neither Party may assign, mortgage, charge or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written agreement of the other Party.
- 13.3 **Notices.** All notices given by either Party to the other pursuant to this Agreement shall be in writing and may be delivered by pre-paid post, registered courier or by hand to:

	Enterprise Partner Contact:	HEI/RPO Contact:
Name	[•]	[•]
Title	[•]	[•]
Address	[•]	[•]

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

- (a) if sent by hand, when delivered;
 - (b) if sent by post or courier, one business day after posting.
- 13.4 **Severability.** If the whole or any part of a provision of this Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity or enforceability under the law of that jurisdiction of the remainder of the provision in question or any

other provision of this Agreement and the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

- 13.5 **Counterparts and Signatures.** This Agreement may be executed in counterparts all of which taken together shall constitute one single agreement between the Parties. Transmission of an executed counterpart of this Agreement by fax or e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 13.6 **Announcements.** Neither Party shall make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the other Party in connection with or in consequence of this Agreement, without the prior written consent of the other Party.
- 13.7 **Law and jurisdiction.** This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of Ireland and each Party agrees to submit to the exclusive jurisdiction of the courts of Ireland.

Agreed by the Parties through their authorised signatories:

SIGNED For and on behalf of the HEI/RPO

SIGNED For and on behalf of

[Insert full legal name of the HEI/RPO]

[Insert full legal name of the Enterprise Partner]

Signed

Signed

Name

Name

Title

Title

Date

Date

SIGNED by the Fellow

Agreed and acknowledged by the Academic Mentor

Signed

Signed

Name

Name

Title

Title

Date

Date

Schedule 1

Project Plan

Commencement Date	
Completion Date	
Scope of Project	<i>Insert the project plan as agreed for funding under the Irish Research Council Enterprise Partnership Scheme Postdoctoral Fellowship 2021 Terms and Conditions</i>

Schedule 2

Register of Background IP

HEI/RPO 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 associated with the Background
[•]	[•]
[•]	[•]