



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

# **GENERAL TERMS AND CONDITIONS FOR EARLY-CAREER AWARDS**

*November 2021*

## TABLE OF CONTENTS

DEFINITIONS.....	4
SCHEDULE 1 – GENERAL TERMS AND CONDITIONS .....	7
1. Scope .....	7
2. General .....	7
3. Warranties .....	7
4. Responsibilities of the host institution.....	8
5. Responsibilities of the awardee .....	9
6. Responsibilities of the academic supervisor or mentor .....	10
7. Term.....	10
8. Suspension and termination.....	11
9. Payment of the award .....	12
10. Financial accountability .....	12
11. Government funding .....	14
12. Monitoring and review of progress.....	14
13. Audits and record keeping .....	15
14. Additional duties .....	16
15. Additional awards.....	16
16. Award transfer.....	17
17. Award completion .....	17
18. Intellectual property.....	17
19. Open access.....	18
20. Bullying, harassment and sexual harassment .....	18
21. Gender equality in research .....	19
22. Research governance .....	19
23. Acknowledgement of funding .....	19
24. Career development.....	20
25. Conflict of interest .....	20
26. Data protection .....	21
27. Freedom of information .....	21
28. Dispute resolution .....	21
29. Force majeure.....	22
30. Severability .....	22
31. Nature of relationship .....	22

32.	Legal proceedings.....	22
	SCHEDULE 2 – SPECIAL CONDITIONS FOR THE ENTERPRISE PARTNERSHIP SCHEME.....	23
	SCHEDULE 3 – BUDGET AND PAYMENT SCHEDULE.....	25
	SCHEDULE 4 – REPORTING SCHEDULE.....	25
	SCHEDULE 5 – AWARD ACCEPTANCE DECLARATION.....	25

## DEFINITIONS

Academic mentor	<i>means the person responsible for supporting and guiding the postdoctoral awardee and ensuring the quality of the research produced under the award.</i>
Academic supervisor	<i>means the person responsible for supporting and guiding the postgraduate awardee and ensuring the quality of the research produced under the award.</i>
Applicable law	<i>means any law applicable in Ireland (without further enactment) or any other applicable jurisdiction and shall include without limitation, common law, statute, statutory instrument, proclamation, bye-law, 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.</i>
Application	<i>means the application form including all accompanying documents.</i>
Award	<i>means the award as described in the letter of offer.</i>
Awardee	<i>means the person to whom the award was made.</i>
Budget	<i>means the budget identified in schedule 3 and any change agreed in writing by the Irish Research Council.</i>
Collaborator	<i>means an individual who is committed to providing a valuable intellectual and/or technical contribution to the proposed research.</i>
Enterprise mentor	<i>means the person designated by the enterprise partner, from within their organisation, as being responsible for supporting and mentoring the awardee in relation to the enterprise partner's involvement in the award.</i>
Enterprise partner	<i>means a company, registered charity, social, cultural or not-for-profit civic organisation, state-owned company or an eligible public body that will co-fund the awardee for the duration of the award.</i>
Final report	<i>means the report to be furnished by the awardee to the Irish Research Council in accordance with schedule 4.</i>
Financial report	<i>means the report(s) to be furnished by the awardee to the Irish Research Council in accordance with schedule 4.</i>
GDPR	<i>means EU General Data Protection Regulation 2016/679.</i>

Host institution	<i>means the organisation to whom the letter of offer is addressed. This must be an eligible Irish higher education institution in the case of a postgraduate award. This must be an eligible Irish higher education institution or research-performing organisation in the case of a postdoctoral award.</i>
Intellectual property	<i>means 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.</i>
Irish Research Council	<i>an associate agency of the Department of Further and Higher Education, Research, Innovation and Science, under the aegis of the Higher Education Authority.</i>
Letter of offer	<i>means the letter issued by the Irish Research Council specifying the level and duration of the award that has been accepted by the host institution by executing the acceptance certificate attached to such letter.</i>
No-cost extension	<i>means an extension of the duration of the term of the award.</i>
Open access	<i>means 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.</i>
Parties	<i>means the Irish Research Council, the host institution and the awardee.</i>
Personal data	<i>means any piece of information that relates to an identifiable person.</i>
Programme assets	<i>means any asset including equipment, acquired or generated, directly or indirectly with the benefit of the award.</i>
Progress report	<i>means the report(s) to be furnished by the awardee to the Irish Research Council in accordance with schedule 4.</i>

Research misconduct	<i>means 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.</i>
Research project	<i>means the research project described in the application and any amendments agreed in writing by the Irish Research Council.</i>
Supervisory team	<i>means the academic supervisor, academic co-supervisor, academic mentor and enterprise mentor as relevant to the award.</i>
Term	<i>means the period of the award as outlined in the letter of offer subject to any amendments agreed in writing by the Irish Research Council.</i>
Terms and Conditions	<i>means the terms and conditions set out in schedules 1 and 2 (where relevant).</i>
Website	<i>means <a href="http://www.research.ie">www.research.ie</a>.</i>

## **SCHEDULE 1 – GENERAL TERMS AND CONDITIONS**

### **1. Scope**

1.1. These Terms and Conditions are applicable to the following programmes:

- Government of Ireland Postgraduate Scholarship Programme
- Government of Ireland Postdoctoral Fellowship Programme
- Enterprise Partnership Scheme (Postgraduate)
- Enterprise Partnership Scheme (Postdoctoral)

### **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 the general Terms and Conditions for all early-career 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 authorised 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, licences 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, licences 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 or mentor (as relevant) 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. Responsibilities of the host institution**

4.1. The host institution is fully responsible for the award and for the adherence of the awardee and their academic supervisor or mentor (as relevant) 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) ensure that appropriate direction and supervision of the awardee is provided;
- (d) 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 mentor (as relevant) or any other academic matter;
- (e) not permit a significant change to the research project, unless otherwise agreed in writing by the Irish Research Council;
- (f) ensure that the awardee and their academic supervisor or mentor (as relevant) are responsible to the host institution for the direction, management and pursuit of the research project in all of its objectives;
- (g) ensure that the awardee and their academic supervisor or mentor (as relevant) has applied for and received an ORCID identifier;



- (h) ensure that any and all of its staff interact in a professional manner with staff of the Irish Research Council;
- (i) ensure that certification of research integrity training undertaken by the awardee and their academic supervisor or mentor (as relevant) is available for inspection on request;
- (j) 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;
- (k) 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 or mentor (as relevant);
- (l) 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 award;
- (m) ensure that awardees have access to effective procedures for resolving problems arising from the administration or supervision of their award.

## 5. Responsibilities of the awardee

- 5.1. The awardee must adhere at all times to these Terms and Conditions and the Irish Research Council's policies and procedures referenced within.
- 5.2. The awardee's first duty is to the successful completion of the research project for which they have been awarded Irish Research Council funding. Awardees are required to engage in full-time research in their host institution during the funding term to develop the stated research project and training and career development plan.
- 5.3. Awardees should not undertake any additional remunerative or other activities that would adversely affect completion of the award except for those specified in clause 14.3.
- 5.4. During the funding term, a postgraduate awardee must:
  - (a) be a registered full-time student at an [eligible host institution](#); and
  - (b) not be a full-time employee of the host institution or any other organisation.
- 5.5. During the funding term, a postdoctoral awardee must:
  - (a) be a full-time employee at an [eligible host institution](#); and
  - (b) not be a full-time employee of any other organisation.
- 5.6. 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.
- 5.7. The awardee must maintain a physical presence within their department or school in their host organisation for the duration of the award, reside in the Republic of Ireland and within a reasonable travelling distance of the host organisation.
- 5.8. Notwithstanding clause 5.7, the Irish Research Council recognises that awardees may benefit from spending time away from their host institution, for example to undertake fieldwork or attend a training course relevant to the research project. Where such research-related absences were not explicitly detailed in the application form and will be more than four weeks in duration, the awardee must apply to the Irish Research Council for prior permission at least two months in advance of such an absence. The Irish

Research Council will not normally sanction such research-related absences from the host institution for longer than one academic term in duration and will not be liable for paying any additional fees or expenses arising from same.

- 5.9. 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.
- 5.10. 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.
- 5.11. Compliance with Irish laws and regulations on taxation will be a matter for the awardee, their host institution and the Office of the Revenue Commissioners.
- 5.12. Arrangements with respect to immigration will be a matter for settlement between the awardee, their host institution and the relevant immigration authorities of the State.

## **6. Responsibilities of the academic supervisor or mentor**

- 6.1. The academic supervisor or mentor (as relevant) must be based at the same host institution as the awardee.
- 6.2. It is a requirement that the academic supervisor or mentor (as relevant) has regular contact with the awardee.
- 6.3. The academic supervisor or mentor (as relevant) shall ensure that they submit the required progress reports promptly and, where applicable, within the period specified by the Irish Research Council.
- 6.4. The academic supervisor or mentor (as relevant) 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;
  - (c) has been absent for a continuous period of one month or more.
- 6.5. The academic supervisor or mentor (as relevant) 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>.

## **7. Term**

- 7.1. 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>.
- 7.2. 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.
- 7.3. Awardees may apply for a no-cost extension of their funding term if they have not spent their total eligible research expenses by 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 and host institution and must

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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.

comply with the Irish Research Council's [No-cost Extension Policy](#), as may be amended from time to time.

## 8. Suspension and termination

- 8.1. The Irish Research Council expects awardees to complete their project in a single continuous period and does not encourage the suspension of awards.
- 8.2. 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 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.
- 8.3. Awardees may apply to the Irish Research Council to suspend their award for reasons of an eligible career break<sup>2</sup> or in order to undertake an internship, where such an internship<sup>3</sup> contributes and is directly relevant to the research project, consistent with the training and career development plan, and does not exceed one year in duration. 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.
- 8.4. The Irish Research Council's Policy on Leave for Parents and Carers is available [here](#).
- 8.5. Any additional fees incurred during a period of suspension will be a matter for the awardee and their host institution.
- 8.6. 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 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 the host institution.
- 8.7. 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

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<sup>2</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.

<sup>3</sup> Insurance cover in respect of participation in an internship is a matter for agreement between the awardee and their host institution.

pursue the awardee, their host institution, or both, for reimbursement of amounts expended.

- 8.8. Where the award is reduced, terminated or revoked by the Irish Research Council in accordance with clause 8.6, 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.

## **9. Payment of the award**

- 9.1. The award shall be paid to the host institution in accordance with schedule 3 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.
- 9.2. 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.
- 9.3. Payment of the award shall be made by electronic transfer to the bank account nominated by the host institution in accordance with schedule 3 below.
- 9.4. Subject to compliance with these Terms and Conditions, it is the host institution's responsibility to coordinate payment of the awardee in a timely manner.
- 9.5. Where major underspend is identified as part of the reporting process, subsequent payments may be reduced, or the timetable of payments amended.
- 9.6. 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 section 12.
- 9.7. Upon receipt of all required reports, a final payment will be made to the host institution in the next quarterly payment.

## **10. Financial accountability**

- 10.1. The host institution must ensure that all funds claimed and paid under the award are allowable, necessary and reasonable for the conduct of the research project<sup>4</sup>. No funds may be used by the host institution to cover overhead or administrative costs.
- 10.2. Funds may not be reallocated within 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, PRSI, pension (where applicable) or fees headings following a period of award suspension.
- 10.3. 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.

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<sup>4</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.

- 10.4. No costs incurred during any period of suspension or after the effective date of termination or revocation of an award shall be direct costs.
- 10.5. 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.
- 10.6. A maximum limit of €1,000 for laptops or computers applies unless required for high-performance computing.
- 10.7. Laptops or computers may not be purchased within the last six months of an award unless with prior permission from the Irish Research Council.
- 10.8. The assets purchased under any award shall primarily be used for the purpose of the research project.
- 10.9. 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.
- 10.10. The host institution shall be responsible for ensuring that, where appropriate, assets purchased under the award have adequate insurance cover.
- 10.11. The host institution shall furnish the required financial reports to the Irish Research Council as set out in schedule 4 below.
- 10.12. The host institution shall furnish the final financial report to the Irish Research Council within sixty days of the end of the funding term.
- 10.13. The host institution will return all unspent funds to the Irish Research Council within sixty days of the end of the funding term.
- 10.14. If the host institution incurs costs that exceed the amount of the award, then such excess shall be borne by the host institution.
- 10.15. 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.
- 10.16. 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.
- 10.17. 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.
- 10.18. 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.
- 10.19. 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.

- 10.20. The Irish Research Council accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work carried out under the award.
- 10.21. 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 may be liable as an employer or otherwise, or any claims by any person in relation to any intellectual property.

## **11. Government funding**

- 11.1. 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 agrees 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.

## **12. Monitoring and review of progress**

- 12.1. 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 4. These reports will be collected via the Irish Research Council's online grants management system. The continuation of funding will be dependent on the demonstration of sufficient progress through these progress reports.
- 12.2. Awardees under the Irish Research Council's strategic funding partnerships may be required to provide project updates to the relevant strategic funding partner or attend meetings or events as required. These activities will not normally exceed 12 hours in any given month and may include presentations, briefings and research papers as relevant.
- 12.3. 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.
- 12.4. 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.

- 12.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. As per clause 9.6, 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.
- 12.9. 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.

### **13. Audits and record keeping**

- 13.1. The host institution shall maintain separate financial records for the award identified by a reference code which is specific to the award.
- 13.2. All financial records in relation to the award must be maintained in accordance with good accounting practice.
- 13.3. 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.
- 13.4. The host institution, awardee, and their supervisory team must make all records referred to in clause 13.3 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.
- 13.5. 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 13.3.

#### **14. Additional duties**

- 14.1. The awardee is permitted to engage in additional duties such as teaching, tutoring or demonstration work in their host institution 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 or mentor (as relevant);
  - (c) the work does not exceed a total of 50 hours per academic 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.
- 14.2. The Irish Research Council requires host institutions to ensure that additional duties such as teaching, tutoring or demonstration work is appropriately remunerated, contributes to the professional development of the awardee and is taken into account as part of the relevant evaluation or appraisal systems.
- 14.3. From time to time, the awardee will be required to attend events or meetings as arranged by the Irish Research Council.

#### **15. Additional awards**

- 15.1. 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 institution 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.
- 15.2. 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.



## **16. Award transfer**

- 16.1. 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.
- 16.2. 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 organisation or of academic supervisor or mentor (as relevant). 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; and
  - (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.

## **17. Award completion**

- 17.1. Where a postgraduate 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 a postgraduate 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. Where a postdoctoral awardee finishes their project before the specified end date of the funding term, they must inform the Irish Research Council in writing and cease drawing any remaining funds from their award at the end of the calendar month in which the project was completed.
- 17.4. Awardees are required to provide follow-up contact details and ORCID 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.
- 17.5. 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. Intellectual property**

- 18.1. The Irish Research Council does not make any claim to intellectual property arising from the award.
- 18.2. Where appropriate, the Irish Research Council encourages that all reasonable endeavours 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](#).

- 18.3. Where research is wholly funded by the Irish Research Council, the host institution shall own any intellectual property arising from the research. The host institution shall then be free to negotiate arrangements for other organisations to access the intellectual property to maximise the benefits of commercialisation for Ireland.
- 18.4. Where research is wholly funded by the Irish Research Council, the host institution must establish rules and procedures for protecting and managing any intellectual property arising during the award. These rules and procedures must be in accordance with national guidelines.
- 18.5. Where research is wholly funded by the Irish Research Council, the host institution and the awardee must disseminate, as widely as reasonably practicable and in accordance with the [Ireland's National IP Protocol 2019](#), the outputs of the research project in internationally peer-reviewed publications, and, where appropriate, among the general public.
- 18.6. In the case of collaborative research where more than one host institution is involved, a research agreement (including reference to intellectual property rights, dispute resolution and confidentiality) must be in place before the award can commence. The terms of any such agreement must not conflict with those outlined in this document and a copy of any such agreements should be made available to the Irish Research Council.
- 18.7. Further information in relation to intellectual property under the Irish Research Council's Enterprise Partnership Scheme is detailed in schedule 2.

## **19. Open access**

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

## **20. Bullying, harassment and sexual harassment**

- 20.1. 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](#).
- 20.2. It is the responsibility of the host institution 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.
- 20.3. 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 connected with the individual.

## **21. Gender equality in research**

- 21.1. 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.
- 21.2. 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.

## **22. Research governance**

- 22.1. The host institution must ensure that the highest quality of research conduct is maintained at all times throughout the award.
- 22.2. The host institution shall have in place effective systems for assuring the quality of research carried out by the awardee.
- 22.3. The host institution shall have effective mechanisms for identifying research misconduct and shall have clearly publicised and agreed procedures for investigating allegations made of such misconduct.
- 22.4. The host institution 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.
- 22.5. The host institution shall ensure that the awardee and academic supervisor or mentor (as relevant) 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.
- 22.6. The host institution 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.

## **23. Acknowledgement of funding**

- 23.1. It is an explicit requirement for the awardee, academic supervisor or mentor (as relevant) and the host institution to publicly acknowledge the support received from the Irish Research Council, to include appropriate use of the Irish Research Council's full logo.

- 23.2. The awardee, academic supervisor or mentor (as relevant) and the host institution must comply with the Irish Research Council's [Requirements for Acknowledgement of Funding](#) policy at all times.
- 23.3. Where an awardee, academic supervisor or mentor (as relevant) 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.
- 23.4. The full name of the organisation, the Irish Research Council, should always be used when acknowledging support.
- 23.5. 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.
- 23.6. 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.
- 23.7. If the host institution intends to issue a press release about the research project, the Irish Research Council must be notified in advance to allow for coordination.

## **24. Career development**

- 24.1. 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](#).

## **25. Conflict of interest**

- 25.1. 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 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, the awardee or other members of the research team;
  - (c) putting in place a dedicated conflict of interest policy, where this is required by any applicable guidance.
- 25.2. Any conflict of interest or potential conflict of interest relating to the host institution, 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.

## **26. Data protection**

- 26.1. The host institution shall comply with all General Data Protection Regulation (GDPR) applicable laws in the processing of personal data.
- 26.2. 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](#).
- 26.3. 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.
- 26.4. 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.
- 26.5. The Irish Research Council may choose to authorise a third party to contact the host institution, the awardee or any member of the research team on its behalf.

## **27. Freedom of information**

- 27.1. 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.
- 27.2. Should the host institution 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 prior to releasing or consenting to the release of such information.

## **28. Dispute resolution**

- 28.1. 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.
- 28.2. 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 and the Director of the Irish Research Council, who shall meet in good faith to try and resolve the dispute.

28.3. 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.

## **29. Force majeure**

29.1. Neither 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.

## **30. Severability**

30.1. 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.

## **31. Nature of relationship**

31.1. Nothing in these Terms and Conditions shall constitute a partnership or joint venture or establish a relationship of agency between the parties.

31.2. The Irish Research Council does not act as an employer with respect to the awardee or any other personnel of the host institution. 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.

## **32. Legal proceedings**

32.1. The host institution shall ensure that the awardee and their academic supervisor or mentor (as relevant) 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.

## SCHEDULE 2 – SPECIAL CONDITIONS FOR THE ENTERPRISE PARTNERSHIP SCHEME

### 1. RESPONSIBILITIES OF THE ENTERPRISE PARTNER

- 1.1. The enterprise partner must 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.
- 1.2. The enterprise mentor must work with the awardee and their academic supervisor or mentor (as relevant) to offer advice and create a link with the enterprise partner's activities.
- 1.3. It is a requirement that the enterprise mentor has regular contact with the awardee and their academic supervisor or mentor (as relevant).
- 1.4. In the event of an enterprise partner changing its name or merging with another entity, the contractual obligation will remain as is.
- 1.5. 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 Irish Research Council and the academic supervisor or mentor (as relevant) before the award commences. The enterprise partner is expected to cover the cost of all expenses, such as travel and accommodation costs, incurred by the awardee as a result of a period spent on such a placement.
- 1.6. The contribution from the enterprise partner will constitute one-third of the total value of the award<sup>5</sup> during the funding term (as laid out in schedule 3), including any extensions to the funding term agreed in advance with the enterprise partner.
- 1.7. To be deemed eligible for a waiver the not-for-profit enterprise partner must be listed on Ireland's [Register of Charities](#). Waiver approval is subject to the availability of funding, is at the sole discretion of the Irish Research Council and may be offered on a ranked or limited basis, with priority given to organisations with limited resources.
- 1.8. The enterprise partner is obliged to contribute for the full duration of the funding term with funding collected by the Irish Research Council on an annual basis.
- 1.9. The first invoice will be issued to the enterprise partner for payment prior to commencement of the award.
- 1.10. The enterprise partner's contribution should be paid to the Irish Research Council by electronic transfer within thirty days of receipt of invoice. Failure to do so will result in the award offer being revoked or the award being suspended with notice of thirty days.
- 1.11. The transfer of scholarship funds from the Irish Research Council to the host institution is contingent upon receipt of the enterprise partner's contribution during the period in which it is due.
- 1.12. Significant delays (greater than sixty days) in payment of invoices will render the enterprise partner ineligible to partake in future Irish Research Council funding programmes.
- 1.13. The enterprise mentor will be required to comply with the progress reporting requirements as set out in section 12.

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<sup>5</sup> For the Enterprise Partnership Scheme (Postdoctoral), this corresponds with one-third of the award value based on the [Irish Universities Association's researcher salary scale](#) at the time of call opening. This scale may be subject to change under the current national pay agreement and any such changes will be applied in line with these updates.

## 2. INTELLECTUAL PROPERTY

- 2.1. The Irish Research Council does not make any claim to intellectual property arising from the award.
- 2.2. The host institution and enterprise partner must establish rules and procedures for protecting and managing any intellectual property arising during the award. These rules and procedures must be in accordance with national guidelines.
- 2.3. In line with the national policy, foreground intellectual property generated will be owned by the host institution. In exceptional circumstances, preferential terms for the enterprise partner may be negotiated if the host institution is of the view that the interest of Ireland is best advanced through the utilisation of this option.
- 2.4. The Irish Research Council requires that background intellectual property is captured clearly by the host institution and the enterprise partner prior to initiation of the award, so that there is clarity on who has access to background intellectual property and declarations made on basis of same.
- 2.5. A research agreement (including reference to intellectual property rights and confidentiality) must be in place between the host institution and the enterprise partner before the award can commence. A template will be provided for this purpose. The terms of any such agreement must not conflict with those outlined in this document. A copy of the research agreement must be made available to the Irish Research Council.

## 3. STATE AID

- 3.1. The research agreement that will be entered into 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](#) (2014/C 198/01)<sup>6</sup>.

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<sup>6</sup> The project must have the characteristics of an 'effective collaboration' as set out in paragraph 27 of the European Commission's [Framework for State aid for research and development and innovation](#) (2014/C 198/01) (the "[Framework](#)") and satisfy one of the conditions set out in paragraphs 28 and 29 (as appropriate) of the Framework. Further details around this obligation will be provided in the letter of offer and in separate correspondence, as necessary, prior to the commencement of the award.



**SCHEDULE 3 – BUDGET AND PAYMENT SCHEDULE**

*To be included at the award stage.*

**SCHEDULE 4 – REPORTING SCHEDULE**

*To be included at the award stage.*

**SCHEDULE 5 – AWARD ACCEPTANCE DECLARATION**

*To be included at the award stage.*