



IRISH RESEARCH COUNCIL
An Chomhairle um Thaighde in Éirinn

EMPLOYMENT-BASED POSTGRADUATE PROGRAMME

2022

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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TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. **Academic Supervisor** shall mean the person or persons responsible for supporting and guiding the Awardee and ensuring the quality of the research produced under the Award.
- 1.2. **Council** shall mean The Irish Research Council (see www.research.ie).
- 1.3. **Employment Mentor** shall mean the person or persons designated by the Employment Partner (see 1.4) as being responsible for supporting and mentoring the Awardee relating to the Employment Partner's involvement in the Award.
- 1.4. **Employment Partner** An employment partner can be a company, registered charity, social, cultural or not-for-profit civic organisation, state-owned enterprise or an eligible public body with a physical operational base **located in Ireland** that will employ the awardee for the duration of the award. *Eligible Public Body shall mean:* a public service body with specific scientific or cultural infrastructure that is integral to the conduct and completion of the proposed research. If a public body or HEI is a research performing organisation eligible to apply independently for Irish Research Council schemes, it is not an eligible employment partner under this scheme.
- 1.5. **Funding Term** shall mean the period between the official start date and agreed end date of the Award.
- 1.6. **Higher Education Institution or (HEI)** For the purposes of this Award, a higher education institution in Ireland (as defined in clause 1.7) must be: within the meaning of Section 1 of the Higher Education Authority Act, 1971; and/or approved for the purposes of the Free Fees initiative; and/or in receipt of some other form of public funding from the Department of Further and Higher Education, Research, Innovation and Science. A list of eligible Irish HEIs is provided on the Council's [website](#).
- 1.7. **Ireland** shall for the purposes of these Terms & Conditions mean the Republic of Ireland.
- 1.8. **Research Project** shall mean the research work proposed by the Awardee and approved by the Irish Research Council.
- 1.9. **Awardee** means the person to whom the award was made.
- 1.10. **Award** means the award as described in the letter of offer.
- 1.11. **Strategic Funding Partner** shall mean a national agency or government department that is partnering with the Irish Research Council to fund or co-fund one or more Awards under the Programme.

2. IRISH RESEARCH COUNCIL

The Irish Research Council is the national funder of excellent research across all disciplines. It invests in discovery research and in ground-breaking ideas that address major societal challenges, funding a diverse range of excellent individual researchers across all career stages. The Irish Research Council collaborates with enterprise, civil society, and with government to leverage the skills, knowledge, and talent of researchers to achieve maximum benefit for society. Established in 2012, the Irish Research Council is an associated agency of the Department of Further and Higher Education, Research, Innovation and Science and operates under the aegis of the Higher Education Authority.

3. DESCRIPTION OF AWARD

- 3.1. The Awardee will hold an '**Irish Research Council Employment-Based Postgraduate Programme Award**'.

- 3.2. The Award supports full-time research in any discipline¹.
- 3.3. Awards under the Irish Research Council Employment-Based Postgraduate Programme are made to the individual Awardee; however, note Clauses 4.3 and 6.2 below.

4. GENERAL CONDITIONS OF THE AWARD

- 4.1. Awardees are selected in accordance with the Council's Postgraduate Award application and assessment process.
- 4.2. Although **primarily based with the Employment Partner**, Awardees must register with their host institution as a full-time student.
- 4.3. An awardee's **first duty is to the successful completion of the Award** for which they have been awarded funding. During the funding term Awardees must exclusively spend all of his/her working time on the Research Project at Master's or PhD level and Training and Career Development activities, as per the Training & Career Development Plan submitted as part of the application.
- 4.4. Awardees from any country may hold a Council Postgraduate Award. However, Awardees must:
 - 4.4.1. maintain their principal residence in Ireland (as defined) during the period of the Award;
 - 4.4.2. satisfy the State's regulations on immigration and
 - 4.4.3. have the support of their HEI and Employment Partner with respect to these regulations and requirements if not a national of a member state of the European Union (EU). This must be completed in advance of signing a contract with the Council.
- 4.5. For all Awards, arrangements with respect to immigration will be a matter for settlement between the Awardee, his/her HEI, the Employment Partner, and the relevant immigration authorities of the State.
- 4.6. Acceptance of the award is subject to these Terms and Conditions which, in conjunction with the Letter of Offer, 2022 Call Document and completed and signed Acceptance Form, constitute the basis on which the award is held and/or renewed.
- 4.7. Awards are held subject to these Terms and Conditions. If any of these are breached by an Awardee, the Council may suspend or terminate the Award with two week's notice and/or may require reimbursement of such payments as have already been made to the Awardee by the HEI on behalf of the Council as per Clause 4.3 and 6.2.

¹ The Council does not fund taught master's nor does it fund part-time research degrees.

- 4.8. Awardees are required to provide the Council with their ORCID identifier (ORCID iD)² 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.
- 4.9. The Council reserves the right to make amendments to these Terms and Conditions, which are applicable to all Employment-Based Postgraduate Programme awardees, without prior notice.

5. **AWARD STRUCTURE**

Value of Award

- 5.1. The maximum value of the Employment-Based Programme Award, will be **€27,500 in any approved year** for the duration of the Award and will consist of the following:
 - 5.1.1. A contribution of **€18,500** to the employment of the Awardee;
 - 5.1.2. A contribution of up to a **maximum of €5,750** to Award fees (including non-EU Award fees). In the event of any differential between this contribution and the institutional fee, this must be paid by the Awardee and/or HEI and/or Employment Partner. Awardees who hold a fee waiver from their HEI, or where no fee is required, or where fees are paid in full or in part by a third party, must inform the Council and the appropriate offices in their HEI and will not be eligible for the fee portion of the Award.
 - 5.1.3. Eligible direct research support expenses to enable the Awardee to carry out the Research Project, including essential research supplies such as small consumables; books and journals; pay as you go access to national research infrastructure; software and hardware critical for the research - to be obtained in the first year of the award; archival research costs; conference travel and participation; generic and/or specialist disciplinary skills training; publishing and write-up costs of **€3,250** per annum. Only vouched expenses incurred in actually carrying out the Research Project will be funded. Please see appendix II for more guidance.
- 5.2. In addition to the maximum €27,500 per annum from the Council, there is a required contribution from the Employment Partner - note Clause 5.14 below.
- 5.3. The maximum that can be spent in any year of the Award is €27,500, plus any unspent balance of eligible direct research support expenses carried over from the previous year of the Award. Apart from this exception, funds may not be carried forward from one year to the next.
- 5.4. While the Award is made to the individual Awardee, the Award Fund is administered through the appropriate office within the host HEI.
- 5.5. No funds provided by the Council as part of the Award Fund may be used by the HEI to cover overhead or administrative costs.

² <https://orcid.org/>

- 5.6. Funding will be provided only for the Research Project as presented in the application form and, if any departures from this become apparent during the development of the Research Project, the consent of the Council must be sought.
- 5.7. Expenses that occur outside the Funding Term are not eligible under the Award.
- 5.8. The HEI will retain the eligible direct research support expenses portion of the Award Fund provided by the Council (up to a maximum of €3,250 per annum) and transfer the €18,500 per annum contribution towards the employment of the Awardee to the Employment Partner.
- 5.9. The HEI may retain the €5,750 per annum maximum contribution to the Award fees with agreement from the Employment Partner.

Employment Partner Contribution

- 5.10. Subject to Clause 5.11 the Employment Partner must employ the Awardee (either temporarily or permanently) for the duration of the award as a full-time employee on the normal terms and conditions for salaried employees.
- 5.11. Payments received by the Employment Partner from the HEI can only be used towards covering employment/salary costs, and HEI Award fees if these have been transferred from the HEI – see Clause 5.9.
- 5.12. A formal employment contract must be drawn up between the Employment Partner and the Awardee and agreed for the entire period of the award. Such an employment contract must:
 - 5.12.1. comply with all Irish employment laws and regulations;
 - 5.12.2. ensure that the Awardee's work tasks and time at the Employment Partner must be devoted exclusively to work associated with the Award only and thus be part of the Awardee's education, training and development; and
 - 5.12.3. not contain any restraint of trade or non-compete clauses limiting the possibility of employment elsewhere.
- 5.13. The Awardee's salary, exclusive of Award fees, will be negotiated between the Awardee and the Employment Partner and is inclusive of the Council's contribution of €18,500 to the employment of the Awardee. The net salary must not be less than €18,500, or the net salary for graduate entry to the Employment Partner, whichever is the greater.
- 5.14. The Employment Partner is required to contribute a **minimum of €9,000** per annum, which may be used to cover employment/salary costs, including Employer's PRSI, and as a contribution to cover the cost of expenses incurred by the Awardee e.g. as a result of travelling back and forth between the Employment Partner and the HEI. Part of this contribution may also be put towards additional research costs and/or the Awardee's Training and Career Development activities. The Awardee should not be

out of pocket due to having to commute between the Employment Partner and the HEI.

- 5.15. Compliance with Irish laws and regulations on taxation will be a matter for resolution between the Awardee, the Employment Partner and the Irish Revenue Commissioners.
- 5.16. The Employment Partner will operate **PAYE/PRSI/USC withholding on the salary paid by it to the awardee** and the relevant tax must be remitted to the Revenue Commissioners in line with the normal payroll procedures.
- 5.17. For the avoidance of doubt, all sums payable by the HEI to the Employment Partner shall be deemed to be exclusive of any VAT eligible under the VAT Consolidation Act 2010 and associated regulations. For all Awards, arrangements with respect to VAT will be a matter for settlement between the HEI and the Employment Partner and the Council will not be liable for any such costs.
- 5.18. Where an Employment Partner on an application is also an existing or expired Employment Partner on this or a previous call of the Employment-Based Programme or an existing or expired Enterprise Partner on the Enterprise Partnership Scheme and has outstanding funds payable to the 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.

6. RESPONSIBILITIES OF THE HOST ORGANISATIONS

Higher Education Institution (HEI)

- 6.1. The understanding of the Council in processing an application under the scheme is that the HEI is satisfied that the chosen Employment Partner is appropriate to and suitable for the proposed research project.
- 6.2. The HEI must also accept full accountability for managing, monitoring and assuring the quality of all research work funded under the Award and management of the Award Fund.
- 6.3. The HEI must ensure an Academic Supervisor is appointed with responsibility for supporting and guiding the Awardee and ensuring the academic quality of the research fully meets the academic requirements of the award of a postgraduate degree. This Supervisor would normally be a Principal Investigator, or other suitably qualified person.
- 6.4. The HEI is responsible for providing the in-house facilities and access to the equipment needed for the Awardee to carry out the Research Project, ensuring that all items of equipment and materials provided for the Award are adequately maintained and are accessible on reasonable terms and conditions as they are to other researchers.

- 6.5. The HEI must obtain and comply with all necessary and statutory permissions laid down by local and national authorities in relation to protecting the environment, preventing pollution and ensuring wider societal health and safety protection.

Employment Partner

- 6.6. The Employment Partner must:

- 6.6.1. have the capacity to provide professional guidance and to provide access to experimental facilities or data if required.
- 6.6.2. have a professional working environment capable of supporting the Research Project.
- 6.6.3. nominate an Employment Mentor to work with the Awardee and her/his Academic Supervisor. This Employment Mentor must be capable of mentoring the Awardee with regard to the Employment Partner's related aspects of the Research Project and contribute to the Awardee's professional development in the employment environment. Regular contact should be maintained between the Employment Mentor, the Awardee, and the Academic Supervisor throughout the duration of the Award.
- 6.6.4. ensure that the Research Project is embedded in the Employment Partner's organisation.
- 6.6.5. be in a position to financially support the Employment Partners contribution to the Research Project for the full agreed Funding Term of the Award.
- 6.6.6. along with the HEI, accept full accountability for the management and monitoring the Research Project.
- 6.6.7. obtain all necessary permissions prescribed by local and/or national authorities and comply with all requirements of such permissions together with all statutory requirements which may be necessary, to include but without prejudice to the generality of the foregoing: the protection of the environment, the prevention of pollution and ensuring wider societal health and safety protection.

7. LOCATION OF THE AWARD

7.1. Awardees must be primarily based with the Employment Partner

- 7.2. Awards must be affiliated to an eligible HEI as defined in Clause 1.6.

- 7.3. The Awardee must spend the minimum period of time in the host HEI that is necessary to meet the requirements to successfully complete their postgraduate research qualification. This time should be planned and agreed by the Awardee, the host institution and the Employment Mentor

- 7.4. Time spent in the host HEI should include (but is not limited to):

- 7.4.1. Structured coursework; and
- 7.4.2. Research Project requirements (where, for example, access to equipment is not available in the Employment Partner); and
- 7.4.3. Training and Career Development activities.

- 7.5. The Council requires Awardees to have regular contact with both Employment Mentors and Academic Supervisors. Primary Academic Supervisors must be based at the same Higher Education Institution (HEI) to which the Awardee is affiliated.

- 7.6. The Awardee, Employment Mentor and Academic Supervisor are required to create a Training and Career Development Plan as a method for developing a comprehensive work plan for the life of the Award and with a view to a viable career beyond the Award period. A record must be kept of Training and Career Development activities completed by the Awardee and these must be reported in progress reports submitted to the Council.
- 7.7. While the Council expects Awardees to complete their research affiliated to the host HEI originally proposed, the Council recognises that exceptional circumstances may call for a change of HEI. In this case, the Awardee and the proposed new Mentor/Supervisor and HEI (Department/School) must write to the Council stating the case for the change. The Council will examine the submission on its merits and respond with a decision on whether funding will continue in the new circumstances.

8. ADDITIONAL DUTIES OUTSIDE THE REMIT OF THE AWARD

- 8.1. An Awardee's **first duty is to the successful completion of the Award** for which s/he has been awarded Council funding.
- 8.2. The first year of the Award should be devoted exclusively to the development of the Research Project and the Training and Career Development Plan³.
- 8.3. Teaching is an essential means for the structuring and dissemination of knowledge and should be considered valuable within the Awardee's career. The Council therefore allows Awardees to undertake such additional duties (e.g. teaching duties, supervision, education provision and support activities), provided the Awardee meets the following conditions:
 - 8.3.1. The Awardee obtains prior approval from their Employment Mentor and Academic Supervisor and retains a record of same;
 - 8.3.2. The additional duties are not excessive (do not exceed a total 50 hours per academic term) and do not adversely affect researchers, particularly at the beginning of their careers, in the carrying out of their research activities;
 - 8.3.3. The additional duties are relevant to the research funded by the Award and consistent with the Training and Career Development plan agreed by the awardee and their supervisor.
- 8.4. The HEI and Employment Partner must keep and hold records and approvals of additional duties by Awardees and should ensure that they are taken into account in relevant evaluation/appraisal systems and contribute to the professional development of the Awardee.
- 8.5. Suitable training should be provided for teaching activities as part of the professional development of Awardees.
- 8.6. The Council will monitor teaching and other such agreements as part of its progress reporting mechanisms.

³ An exception to this may be made for Awardees on a structured degree programme where part of the course curriculum involves teaching in the first year of the degree. Provision of documented evidence of this requirement will be required if an exception is to be requested

- 8.7. Contractual and remuneration matters in respect of additional/other duties are a matter for agreement between the Awardee, the Employment Partner and the HEI. Any such payments for relevant duties will not affect the Awardee's total amount of award. Compliance with Irish laws and regulations on taxation will be a matter for the awardee, the HEI or Employment Partner and the Office of the Revenue Commissioners.
- 8.8. Awardees may be required to participate in research events organised by the Employment Partner.
- 8.9. The Council may require the Awardee to attend such events or meetings as are arranged by the Council.

9. ADDITIONAL AWARDS

- 9.1. The Award is not intended to substitute for or to augment funds available under programmatic research actions, such as research project grants funded by national agencies. It may be held in conjunction with other externally funded travel bursaries, equipment grants, or awards provided that:
 - 9.1.1. should the Awardee apply for further funding to another source, they will state as part of that application (whether or not they are required to do so) that they hold a Council Postgraduate Award and will notify the Council prior to submitting the application;
 - 9.1.2. the value of other funding is not more than €18,500 in any given year during the Funding Term. However, the Council recognises that, from time to time, awards which exceed this limit may independently recognise the outstanding merit of an awardee during the term of the Award. In such circumstances, Awardees are advised that in *exceptional cases*, and then only on a case-by-case basis, they may hold such major personal awards in conjunction with the funding provided by the Council under this Scheme. The acceptance of such further awards during the Funding Term of the Award is subject to the *prior* approval of the Council;
 - 9.1.3. Awardees who have other sources of funding (other than through paid employment) such as travel grants, etc., must inform the appropriate offices in their HEI and the Council about the amount and source of the funding in writing. This information must also be recorded in the required progress reports. This applies to research funding received before or during the Funding Term;
 - 9.1.4. the other funders agree that the Council Award can be held alongside theirs. The Council will not involve itself in the decisions of other funding agencies/local authorities in this regard.
- 9.2. Tax issues which may arise from such bursaries or awards are of concern to the individual Awardee and not the Council or the HEI or Employment Partner.

10. KNOWLEDGE TRANSFER

- 10.1. The Council encourages the commercialisation of research output as outlined in the [National IP Protocol 2019](#).

- 10.2. The HEI and Employment Partner must establish rules and procedures for protecting and managing any IP arising during the award. These rules and procedures must be in accordance with national guidelines.
- 10.3. By way of employing the Awardee, the Employment Partner is entitled to own Foreground Intellectual Property (Foreground IP⁴) generated by the Awardee during the course of the Research Project.
- 10.4. Should there be any contribution to Foreground IP by persons within the HEI other than the Awardee, the Employment Partner is granted the option to negotiate rights to that contributing IP with the HEI, such rights to be licensed on preferential terms, where the HEI is free to do so.
- 10.5. The Council requires that background IP is captured clearly by the HEI and the Employment Partner prior to initiation of the project, so that there is clarity on who has access to background IP and declarations made on basis of same. Good practice through the maintenance of notebooks and records must be adhered to.
- 10.6. The Council does not make any claim to Intellectual Property arising from the Award.
- 10.7. A Research Agreement (including reference to intellectual property rights and confidentiality) must be in place between the Employment Partner and the HEI before the Award can commence. The terms of any such agreement must not conflict with those outlined in this document.
- 10.7.1. A suggested outline for the Research Agreement can be found on the call [webpage](#).
- 10.7.2. A copy of the Research Agreement signed by the HEI, the Employment Partner and the Awardee must be forwarded to the Council before the Award commences.
- 10.7.3. When a **potential or perceived conflict of interest**⁵ arises between any participant, this must be disclosed in the application.
- 10.7.4. The research agreement must comply with the relevant provisions of the effective collaboration provisions in the European Commission's [Framework for State aid for research and development and innovation](#) (2014/C 198/01)⁶.

11. OPEN ACCESS POLICY

- 11.1. The Council has established and will promote the following policy relating to the placement of research publications and outputs in Open Access Repositories. (It is accepted that there will be recognised instances in which the following might not be

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

⁵ 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.

⁶ 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.

feasible – in this instance the Awardee should contact their Employment Mentor and Academic Supervisor for advice):

- 11.1.1. All Awardees must lodge their publications and other research outputs, resulting in whole or in part from Council-funded research, in an Open Access Repository and should make such publications publicly discoverable, openly accessible and re-usable as soon as is possible.
- 11.1.2. All peer-reviewed journal articles and conference publications should be deposited as soon as possible, ideally at the time of acceptance by the journal/conference and no later than the date of formal publication.
- 11.1.3. Other research outputs such as monographs, books, book chapters, research theses and reports should be deposited where possible.
- 11.1.4. The repository should ideally be a local institutional repository to which the appropriate rights must be granted to replicate to other repositories. However, suitable repositories are those, both local and other, that provide free public access to, and make provision for long-term preservation of, published research findings.
- 11.1.5. Repositories should release the metadata immediately upon deposit. Open Access to the full text paper should be made immediately upon deposit or once access restrictions, as required by certain publishers, have expired.
- 11.1.6. Awardees should agree terms of deposit with publishers. Clarity should be sought on copyright, licensing and embargo policies and agreed policies with publishers must be respected. Access restrictions to full text articles may be applied as required by certain publishers. However, these restrictions should not normally exceed six months after publication for scientific, technical and health science research publications and twelve months for arts, humanities and social sciences research outputs. The Council recognises that this may not be a feasible option in all cases, and in such a case, an expected embargo of up to 24 months may be facilitated in the arts, humanities and social sciences, but this will be subject to on-going review.

More information on the Open Access Policy is available on the Council's website at <http://www.research.ie/aboutus/open-access>.

12. ETHICAL APPROVAL

- 12.1. The Council is committed to the maintenance of high ethical standards in the research that it funds through this Award.
- 12.2. The HEI must have in place clear ethical guidelines and assurance procedures designed to manage research under its direction.
- 12.3. All Awardees are required to give careful consideration to ethical issues which may arise in the course of their research.
- 12.4. If ethical issues arise in their research, Awardees are required to submit a written statement to the Council to the effect that full consideration has been given to the ethical implications of the research proposal.
- 12.5. This statement must further demonstrate the Awardee's proposed resolution of the ethical issues arising.
- 12.6. Where an Awardee's research proposal requires approval by the HEI or organisational ethics committee, or the equivalent body in her/his Employment Partner (as

appropriate), written evidence of such ethical 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 Research Project may commence. The Awardee must not commence any activities for which ethical approval is required.

- 12.7. Awardees should adhere to the recognised ethical practices and fundamental ethical principles appropriate to their discipline(s) as well as to ethical standards as documented in the different national, sectorial or institutional Codes of Ethics.
- 12.8. The HEI, Employment Partner and Awardee must make sure that their research complies with all national and international regulation requirements governing the use of sensitive materials or processes, for example (and not intended to be a complete list): radioactive isotopes, ionising radiation, laboratory animals or other animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances and research on human subjects and human embryos.
- 12.9. If access to archival material in private custodianship, or archival material with restricted access is required for the project, written evidence of appropriate permission to consult such material must be furnished to the Council.

13. SEX/GENDER DIMENSION

- 13.1. All Scholars are required to give careful consideration to any sex/gender dimensions which may arise in the course of their research.
- 13.2. Where the Scholar is involved in the organisation of conference, networking or dissemination panels, due regard should be given to gender balance within any such panel.

14. RESEARCH INTEGRITY

- 14.1. The Employment Partner and HEI must ensure that the highest quality of research conduct is maintained. The Employment Partner and HEI must ensure that there are formal, fair and effective processes in place for the investigation of allegations of research misconduct (e.g. plagiarism, falsification or fabrication of data, improper data selection, misuse of research funds) when they arise. The systems must be clearly publicised, together with agreed procedures for investigating allegations of research misconduct. These processes, together with the agreed procedures for investigating allegations of research misconduct, must be transparent and clearly publicised. The systems in place to manage research misconduct should also align with the basic principles that underpin all research integrity and good practice as outlined in the national policy statement on Ensuring Research Integrity in Ireland⁷ and the European Code of Conduct for Research Integrity⁸. The Employment Partner and HEI are required to report to the Council all findings of any proven case of research misconduct arising from a Council-funded research project.

⁷ <http://research.ie/resources/publications/research-integrity-national-forum/>

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

14.2. 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 two weeks 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.

15. QUALITY ASSURANCE

15.1. The HEI is responsible for the local implementation of the Quality & Qualifications Ireland/Irish Universities Quality Board National Guidelines of Good Practice in the Organisation of PhD Programmes in Irish Universities and for endorsing the appointment of a principal Academic Supervisor to support and guide the Awardee's work, to provide initial induction and to administer the Awardee's fund on his/her behalf.

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

16. ACKNOWLEDGEMENT OF COUNCIL AWARD SUPPORT

16.1. The awardee, academic supervisor, employment mentor and the host institution must comply with the Irish Research Council's [Requirements for Acknowledgement of Funding](#) policy at all times.

16.2. All proposed publications arising from the Research Project must have the approval of the Employment Mentor and the Academic Supervisor prior to publication.

16.3. All publicity, including public lectures, interviews, email signatures, letterheads, office signs, publications, monographs, print materials, online materials, press releases, television and radio advertisements, websites, film, video and audio recordings associated with or arising from the research undertaken by the Awardee while in receipt of a Council Award must contain acknowledgement of funding received from the Council, its Strategic Funding Partner if relevant and Employment Partner. Where possible, the Council logo should always be included in any such acknowledgement. (The logo is available to download from the Council website.)

16.4. All publicity (as listed above) must also contain acknowledgement of funding received from the Employment Partner unless otherwise requested.

16.5. All parties must comply with confidentiality as outlined in the Research Agreement.

16.6. Notwithstanding the requirement to report on all publicity or achievements through progress reporting, Awardees are also required to notify the Council in advance of their participation in any significant events, including receipt of an award or medal, public dissemination of the Awardee's research, or media coverage of same. Advance notification should be made by emailing schemes@research.ie.

⁹ Available at <http://www.qqi.ie/>

17. FINANCE

- 17.1. Subject to the compliance of the Awardee, HEI and Employment Partner with these Terms and Conditions and to the receipt by the Council of satisfactory reports on the progress of the Award, the Award will be paid to the Awardee's HEI, quarterly in advance, with the first instalment to be made as soon as the Award commences.
- 17.2. All amounts payable in respect of the award of postgraduate Awards are made directly to the Awardee's HEI. The Council does not transfer any monies directly to the Awardee or the Employment Partner.
- 17.3. The HEI will then co-ordinate the payment of the award to the Employment Partner. It is the responsibility of the Awardee and Employment Partner to contact the relevant Postgraduate Grants office at the HEI with regard to administration at the HEI level funding
- 17.4. The Awardee, in collaboration with their Academic Supervisor and Employment Mentor, is responsible for appropriate financial planning and spending under Clause 5.4 during the Funding Term of the Award.
- 17.5. Payment of a Postgraduate Award 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 Strategic Funding Partner (where relevant). In the event of such funding being reduced or discontinued, neither the Department of Further and Higher Education, Research, Innovation and Science, the Strategic Funding Partner, nor the Council will be under any liability to provide funding or to compensate an Awardee for any reduction or cessation of such funding.

18. FINANCIAL ACCOUNTABILITY

- 18.1. The HEI is responsible and accountable for the proper use of the ` Award Fund.
- 18.2. The Council reserves the right to ask for confirmation from External Auditors of the HEI of the following:
 - 18.2.1 that the annual accounts of the HEI are up to date and have been approved by the Auditors without qualification;
 - 18.2.2 that the management letter from the Auditors raised no matters that did or could significantly affect the administration of Awards awarded by the Council;
 - 18.2.3 that monies received under the Award have been used for the purpose for which they were awarded.
- 18.3. The Council also reserves the right to commission audits of the participating HEI for financial or other compliance. The HEI undertakes to fully facilitate these reviews.
- 18.4. The Council accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work funded by Awards and the HEI must fully indemnify the Council against all such expenditure or liabilities and against any actions, proceedings, costs, damages, expenses claims and demands arising from them including, in particular, but without limitation, any claims for compensation for which the HEI or Employment Partner may be liable as an employer or otherwise, or any claims by any person in relation to any intellectual property.

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- 18.5. 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.
- 18.6. An amount of €1,500 will be reserved to ensure satisfactory completion of the award. If final progress reports (see section 19) from the award holder and their academic supervisor or employment mentor satisfactory to the Council are not received within one month of the end date of the award, and a final financial report from the host institution within 60 days of the end date of the award, the Council shall be entitled to not make the final award payment.

19. REVIEW OF PROGRESS

- 19.1. The Council attaches considerable importance to procedures for monitoring research performance and ensuring effective progress under the Award. The continuation of funding will be dependent on the demonstration of sufficient progress through these progress reports.
- 19.2. The Awardee, the Academic Supervisor and the Employment Mentor will be required to submit a comprehensive report annually for each year of the Award.
- 19.3. It will be the responsibility of the Awardee to make sure that all progress reports are submitted on time. The timely submission of these reports is a condition of the continuation of the Award.
- 19.4. The format for these reports is available from the Council, and will include but will not be limited to:
 - 19.4.1. Research progress and outputs (including outreach activities)
 - 19.4.2. Career development progress
 - 19.4.3. Financial update
- 19.5. These reports must be accompanied by an evaluation of the progress of the Award from the Employment Mentor and the Academic Supervisor and the Employment Mentor. A template will be available from the Council.
- 19.6. Reports will be requested by the Council and submitted by the Awardee, Academic Supervisor and Employment Mentor.
- 19.7. Such reports may be shared with a Strategic Funding Partner, where applicable.
- 19.8. Such reports, combined with other evidence of attainment, such as formal institutional approval, are a condition of continuation/renewal of funding.
- 19.9. Failure to submit the required progress reports by the specified deadline, or submission of an unsatisfactory report, may result in the Council reducing, suspending, terminating or revoking the award.
- 19.10. If the Awardee does not submit progress reports on time or if the Council receives an unsatisfactory progress report or evaluation, the Awardee will be informed of the unsatisfactory report. The Awardee will be allowed to resubmit an amended report. The Council reserves the right to convene a Review Committee to evaluate the Award to date, in accordance with the deliverables outlined in the original proposal to the Council (including the research plan and proposed outputs, and Training and Career Development Plan).
- 19.11. If asked to do so, the Awardee, Employment Mentor and Academic Supervisor must attend meetings with the Council to provide an account of the progress or outcomes of the Award.
- 19.12. If a Review Committee is convened by the Council, this committee can draw as necessary on disciplinary inputs from experts who have acted as evaluators. The Council will provide feedback to the Awardee indicating either:
 - 19.12.1. Report satisfactory in all respects and Award confirmed.

- 19.12.2. Report deficient in some areas and specific actions for resolution indicated with a time deadline.
- 19.12.3. Report indicates evidence of unsatisfactory progress and the Award may be suspended or terminated.
- 19.13. The Council may suspend or terminate the Award where it deems necessary following review of the foregoing information and reports.
- 19.14. All Awards may be subject to an external research audit and financial audit.
- 19.15. It will be the responsibility of the Awardee's Employment Mentor and Academic Supervisor to ensure that if the Awardee leaves his/her Employment Partner or HEI, or is not dedicating sufficient time or effort to the Award, the Council is informed immediately.
- 19.16. The Awardee must contact the appropriate office in his/her HEI if he/she has any concerns about his/her Award. If concerns continue, the Awardee must contact the Council directly.
- 19.17. It is the responsibility of the Awardee to inform the Council of any change of address, telephone, or e-mail within two weeks of such a change. This should be done via the Awardee's profile page on the online system. For ease of contact, Awardees are requested to use a single email address for all correspondence from application to award and for the duration of the Award.
- 19.18. Awardees are required to inform the Council, the appropriate office in his/her HEI, and his/her Employment Partner, of their research thesis submission.
- 19.19. Awardees are required to provide follow-up contact details for the purpose of destination tracking in their Final Report. The Awardee must agree to being contacted at a series of time periods post the Award. Where an Awardee's contact details change from those furnished as part of the Final Report, the Awardee is asked to provide updated details via the Awardee's profile page on the online system.
- 19.20. The Council will periodically carry out a destination survey of those who have received and completed Awards, and the Awardee shall agree to cooperate in responding thereto.

20. DEFERRAL OF AWARD

- 20.1. Awards may not be deferred or suspended, other than for eligible career breaks (e.g. maternity or parental leave), or in the case of suspensions, to undertake an internship or in exceptional circumstances (e.g. illness). A template form is available for the purpose of requesting a deferral or suspension. The decision is at the discretion of the Council whose decision on the matter will be final.
- 20.2. For further information, Awardees are referred to the Irish Research [Council Policy on Leave for Parents & Carers Maternity, Paternity, Adoptive, Parent's, Parental & Carer's Leave](#).

21. TERMINATION OF AWARD

- 21.1. Awardees who submit their thesis for examination before the last date allowable under the Funding Term must stop drawing any remaining funds from their Award account at the end of the month of submission.
- 21.2. Should an Awardee be unable for any reason (including medical reasons) to pursue his/her project in accordance with these Terms and Conditions, the Council, the supervisor, the HEI Research Office or the Employment Partner must be informed by the Awardee as soon as possible, and no later than two weeks of such a situation coming to her/his attention. In such situations, Council will have regard to the usual conventions of the Awardee's HEI. However, given the basis on which Awards are awarded, the Council reserves the right to withdraw or suspend the Award with two weeks notice.
- 21.3. The Council recognises that for personal, professional or other reasons, an Awardee may wish to terminate their Award prematurely. This action should not be taken without *prior* consultation with Council.
- 21.4. Where the Awardee intends to prematurely terminate the Award, 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 or the HEI or both for reimbursement of the amounts expended.
- 21.5. If the Awardee terminates an Award, the Council is not responsible for continuing to pay funds to the HEI. The Council may seek to recover some or all the funds allocated or used.
- 21.6. The Council reserves the right to suspend or terminate the Award and/or require reimbursement by the HEI as the recipient of the Award fund of some or all payments as have already been made to the Awardee if, in the opinion of the Council, there has been a material breach of the Terms and Conditions as outlined in this document.

22. GENERAL AWARD CONDITIONS

- 22.1. These Terms and Conditions will be governed by and construed in accordance with the laws of Ireland and all parties will expressly and irrevocably submit to the jurisdiction of the Irish Courts.
- 22.2. The Council will strive to adopt procedures that are consistent with the policies of the Irish Government in relation to the development of the Information Society and accordingly properly authenticated electronic communications will be treated as legally equivalent to paper submission.
- 22.3. The Council, HEI and Employment Partner must follow good practice on data protection, management and security. Implementation of a data management plan is a requirement of the Award. The Council cannot be held legally liable for interference by any third party.
- 22.4. It is a condition of acceptance of an Award that Awardees grant permission to the Council to share data about the application and project reports, with government departments and other national funding agencies for funding, statistical and policy formation purposes.



22.5. The Council reserves the right to revise the Terms and Conditions of this Award at any time. Any such revisions will be notified to participating HEIs and will also be posted up on the Council's website.

23. BULLYING, HARASSMENT AND SEXUAL HARRASSMENT

23.1. 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](#).

23.2. 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.

23.3. 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.

Appendix I

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

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

Appendix II

Only vouched expenses incurred in carrying out the research project or specified training & career development activities during the period of funded research are permissible.

- These may include, but are not limited to:
- materials and consumables
- equipment costs
- software and hardware critical for the proposed research¹⁰
- pay-as-you-go access to national research infrastructures
- archival research costs
- reasonable travel, subsistence and conference costs¹¹
- skills training directly related to the objective(s) of the Award
- publishing and write-up costs
- reasonable travel and refreshment costs for subjects and volunteers in studies¹²

Please note that ineligible costs include but are not limited to the following:

- Membership fees
 - Per diem subsistence rates
 - Living expenses (e.g. rent, food and phone)
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- Awardees must adhere to institutional guidelines, including rules of procurement, in relation to eligible direct research expenses at all times.
 - The Higher Education Institution must ensure proper financial management of the award and accountability for the use of public funds. The Higher Education Institution 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 and civil service rates must be used.

¹⁰ 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 cannot occur during the last six months of the award.

¹¹ Only reasonable and vouched subsistence and travel expenses for travel directly related to the Award are permissible.

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