



**A version of this document will be issued by IRCSET for signature by the researcher, academic mentor, Research Body and the Enterprise Partner to accompany the formal scholarship offer to the researcher.**

# **Terms and Conditions**

Irish Research Council for Science, Engineering and  
Technology

Enterprise Partnership Scheme  
Postdoctoral Fellowship

## **Terms and Conditions**

### **Section 1: General**

1. The Enterprise Partnership Scheme is a collaborative scheme whereby IRCSET in partnership with an enterprise partner co-funds postdoctoral Fellowships.
2. The Scheme is designed to encourage excellence in research by funding those at an early stage of their postdoctoral career to associate with established research teams who have achieved international recognition for their work. Through the scheme postdoctoral Fellowships, hereafter referred to as ‘the Fellowship’ are awarded by the Irish Research Council for Science, Engineering and Technology, hereafter referred to as ‘the Council’ and participating Enterprise Partners.
3. In the case of this award **THE ENTERPRISE PARTNER** is the participating Enterprise Partner
4. Successful awardees are selected in accordance with the Council’s postdoctoral Fellowship application process.

#### **Eligibility**

5. Eligible candidates will normally have completed a PhD and defended their thesis. The Fellowship cannot commence until the thesis has been accepted by the supervisor and his/her institution certifies that it has been submitted for examination.
6. Researchers who have been employed in a postdoctoral research position for more than 36 months at the time of application will not be eligible for funding. Career breaks or periods in industry will not be included in the calculation of the 36 months.
7. The Council strongly advocates a variety of experience within the postdoctoral phase of career development. To this end candidates will normally be supported only at a different institution and research team than at which they completed their PhD preparation. Requests for exceptions to this guideline will require complete scientific justification.
8. The Enterprise Partnership Scheme supports basic research at postdoctoral level in the broad areas Science, Engineering and Technology. Research which is deemed not to fall within this remit is not eligible for funding under this Scheme.
9. Researchers of any nationality may be awarded a Fellowship under this Scheme. However, the successful Fellow must:
  - Maintain his/her principal residence in Ireland during the term of the Fellowship;
  - If not a national of a member country of the European Union (EU), satisfy the state’s regulations on immigration and have the support of his/her host institution with respect to these regulations and requirements.

Arrangements with respect to immigration will be a matter for settlement between the Fellow and his/her host institution in Ireland.

10. Permanent employees in third-level institutions in Ireland are not eligible for Fellowships under this scheme.
11. Successful applicants may not reapply to this Scheme.

## **Research Team Eligibility**

12. Research teams eligible to host a Fellow under this scheme will include those in Irish Higher Education Institutions as well as other institutions in Ireland who have demonstrated a sufficiently high international research reputation. For the purposes of this Scheme a recognised Irish Higher Education Institution must be within the meaning of Section One of the Higher Education Act, 1971 *and/or* in receipt of public funding as approved by the Minister for Education and Science for the purposes of the Free Fees Initiative.

## **Title of Fellowship Award**

13. The Fellow will hold an 'IRCSET / **THE ENTERPRISE PARTNER** Enterprise Partnership Scheme Postdoctoral Fellowship'

## **Section 2: Responsibilities**

### **Responsibilities of the Research Body**

14. The Research Body is responsible for:
  - Ensuring that the Fellowship is carried out ;
  - Appointing a research mentor with responsibility for supporting and guiding the researcher;
  - Making appropriate payments to the postdoctoral Fellow;
  - Notifying the Council directly should the Fellow discontinue the Fellowship for any reason;
  - Providing such administrative facilities as are necessary to carry out the Fellowship including the provision of accommodation and the housing and maintenance of equipment;
  - Ensuring that all items of equipment and materials provided for the Fellowship are adequately maintained and are accessible on reasonable terms and conditions to other researchers;
  - Carry out all the normal duties and responsibilities of an employer in relation to a Postdoctoral Fellow;
  - Accept full responsibility for all claims for compensation or other claims for which it may become liable as employer;
  - Maintaining accountability for proper use of public funds. A periodic report on all disbursements under the awards will be required by Council and unspent amounts on awards reimbursed to Council at agreed intervals.
15. The Research Body and the research mentor will ensure that the research programme complies with the requirements of all national and international regulatory authorities governing the use of sensitive materials or processes--for example (and not intended to be a complete list): radioactive isotopes, ionising radiation, laboratory or other animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances and research on human subjects and human embryos.
16. No monies provided by the Council as part of the Fellowship may be used by the Research Body to cover overhead or administrative costs.
17. The Research Body must have in place adequate systems for assuring that scientific misconduct (e.g. plagiarism, falsification of data, improper selectivity of data) can be prevented. The Research Body should have effective mechanisms for identifying scientific misconduct and clearly publicised and agreed procedures for investigating allegations of such misconduct.

18. The Research Body must establish rules and procedures such that any Intellectual property arising from the research work will be protected and managed appropriately. The design of such rules and procedures must be in accordance with Research Body and the Council's policy relating to intellectual property management.
19. The Research Body will accept full accountability for the management, monitoring and control of all the research work funded under the Fellowship award.
20. The Research Body will obtain all necessary permissions prescribed by Local and /or National Authorities and will comply with all requirements of such permissions together with all statutory requirements which may be necessary in relation to the protection of the environment, the prevention of pollution and ensuring wider societal health and safety protection.
21. The Research Body may be liable for reimbursement to the Council of the Fellowship award, in whole or in part, if it is deemed to have failed to meet any of its responsibilities as set out in this document.

### **Responsibilities of the Enterprise Partner**

22. The Enterprise Partner will contribute one third of the total Fellowship amount.
23. The Enterprise Partner will nominate a research mentor to work with the Fellow to offer advice and to create a link with the Enterprise Partner's research efforts. Contact should be maintained between the research mentor and the Fellow throughout the duration of the Fellowship as appropriate.
24. Where feasible the Enterprise Partner is encouraged to provide a placement period for the Fellow at its facilities as part of this Fellowship. This will be agreed with IRCSET and the academic mentor before the Fellowship commences.
25. The Enterprise Partner is encouraged to cover the cost of all expenses (e.g. travel and accommodation costs incurred by the researcher as a result of periods spent on placement with the Enterprise Partner. The Fellow should not be out of pocket due to undertaking the placement.

## **Section 3: Conditions of the Fellowship**

### **Value of the Fellowship Award**

26. The Fellowship will be valued up to a maximum of €39,640.00 in any approved year for the award.
  - Of this amount €31,275.00 will be paid as a salary to the Fellow.

The remainder will comprise:

- €3,365.00 (employers PRSI @ 10.75%);
- €5,000.00 per annum made available to cover expenses directly associated with the research work of the Fellow.

Expenses may include travel, conference participation, publication expenses and small consumable items necessary for the research work;

Only expenses incurred in actually carrying out the research will be funded from this amount.

### **Taxation**

27. The Fellowship will be subject to Irish Revenue Law.

28. The award will be administered through the appropriate office within the Research Body. Compliance with national regulations on taxation will be a matter for resolution between the Fellow, the Research Body and the Irish Revenue Commissioners.

### **Enterprise Partner Contribution**

29. The Enterprise Partner's maximum contribution to a twenty four month Fellowship is €27,700.00 (See attached schedule).

### **Duration of the Fellowship**

30. The duration of the Fellowship will normally be twenty four months.
31. The Council reserves the right to revoke or reduce the grant if one or more of the following events should occur:
- If the Research Body or the Postdoctoral Fellow should fail to comply to the satisfaction of the Council with any of the conditions relating to the Fellowship offer;
  - If any independent event should occur which would jeopardise the Fellowship;
  - If the Research Body is in breach of any terms in this document.

### **Location of Fellowship Research**

32. Fellowships must be held at a recognised third-level institution in Ireland.
33. A recognised third-level institution (hereafter referred to as 'the Research Body') must be within the meaning of Section One of the Higher Education Act, 1971 *and/or* be in receipt of public funding and be approved by the Minister for Education and Science for the purposes of the Free Fees Initiative.
34. The postdoctoral Fellow must maintain an actual presence within his/her respective department/school during the period of their Fellowship and to reside within a reasonable travelling distance of the institution where the Fellowship is held.
35. However, the Council recognises that the postdoctoral Fellow may benefit from spending part of the term of the Fellowship away from their registered institutions. For such research-related absences the postdoctoral Fellow must have the prior written approval of his/her mentor.
36. The Fellow may be required to participate in research events organised by The Enterprise Partner.

### **Research Career Development Plan**

37. The Fellow, in consultation with his/her Academic Mentor and the Enterprise Partner will develop a 'Research Career Development Plan' with a view to developing a dynamic career, beyond the Fellowship period. A useful basis for the development of such a plan is available at [www.iuqb.ie](http://www.iuqb.ie).

### **Additional Duties outside the remit of Fellowship**

38. Fellowships will be awarded only to those who are full-time researchers and who will engage full-time in research during the period of the award.
39. The award holder will contribute to the general research effort of the team and will not be assigned additional duties without remuneration. While the Fellow will be involved in supervision, general

research and laboratory upkeep, any teaching or other duties will be remunerated and in any event will not exceed 140 hours per year.

### **Additional Awards**

40. The grant is not intended to substitute or to augment funds available under programmatic research actions. It may be held in conjunction with other awards provided that:
- The value of such awards will not exceed a total of the value of €20,000.00 in any given year during the period of the Fellowship;
  - Should the postdoctoral Fellow apply for further funding to another source, they will state as part of that application (whether or not they are requested to do so) that they hold an IRCSET Enterprise Partnership Scheme postdoctoral Fellowship;
  - The source of any other such award agrees that this Fellowship award may be held in conjunction with funds provided by it. The Council will not involve itself in the decisions of other funding agencies in this regard;
  - The postdoctoral Fellow will inform IRCSET of any additional funding they are in receipt of prior to accepting a Fellowship offer.

### **Publications and Acknowledgement of Fellowship Support**

41. Advance notice of any publications arising from the research work should be made to The Enterprise Partner Research Mentor. Approval to proceed with publication will not be required.
42. All public lectures and/or publications or public interviews given or issued by a postdoctoral Fellow which arise from work supported by the Council and The Enterprise Partner must contain an acknowledgement of funding received from the Council and The Enterprise Partner.

## **Section 4: Review of Progress**

### **Progress Reports**

43. The Council attaches considerable importance to procedures for monitoring and renewing its Fellowships.
44. The Postdoctoral Fellow will be required to submit progress reports to the Council as follows:
- A written interim report 10 months after the commencement of the Fellowship;
  - A final written report 24 months after the commencement of the Fellowship;
45. All reports must be accompanied by a confidential evaluation from the Fellow's mentor on the progress of the research.
46. It will be the responsibility of the Fellow to ensure that all progress reports are submitted on time. The timely submission of satisfactory reports by the Fellow and his/her mentor is regarded as a condition of holding and renewing the Fellowship.
47. The Council retains the right to terminate the Fellowship if progress reports are not submitted on time or if it receives an unsatisfactory report.
48. Where a Fellowship is terminated, the Council will not maintain any responsibility for continued Fellowship payments to the Research Body and will have leave to seek recovery of some or all monies which have been awarded as part of the Fellowship.

49. The Council may require the postdoctoral Fellow to attend such meetings as are arranged by the Council to provide an account of the progress or outcomes of the project.

## **Section 5: Deferral and Termination**

### **Deferral of Fellowship**

50. Fellowships may not be deferred, other than in exceptional circumstances and then only at the discretion of the Council, whose decision on the matter shall be final.

### **Termination of Fellowship**

51. It will be the responsibility of the research mentor to ensure that if the postdoctoral Fellow leaves his/her institution, or is not dedicating sufficient time or effort to the project, the Council and The Enterprise Partner research mentor will be informed immediately.
52. The Council recognises that for personal, professional or other reasons the Fellow may wish to terminate his/her Fellowship prematurely. This action should not be taken without prior consultation with the Council.
53. Where the Fellow intends to prematurely terminate his/her Fellowship the Council will require evidence of progress to the date of departure. In the event of that progress being inadequate, the Council may pursue the Fellow and / or the Research Body for reimbursement of amounts expended.
54. Should the postdoctoral Fellow under this Scheme be unable for any reason (including medical reasons) to pursue his/her project in accordance with the Terms and Conditions of the Scheme, he/she must inform the Council's Director within two weeks of such a situation coming to his/her attention. In such situations, the Council will have regard to the usual conventions of the Fellow's host Institution. However, given the basis on which Fellowships are made, the Council reserves the right to withdraw the Fellowship.
55. The Council may suspend or terminate the Fellowship and / or require reimbursement of some or all payments as have already been made to the Fellow if any of the terms and conditions as outlined in this document are breached.

## **Section 6: Finance**

### **Fellowship Payments**

56. Subject to the compliance of the Research Body with these terms and conditions and to the receipt by the Council of satisfactory reports on the progress of the Fellowship:
- The Fellowship will be paid to the Research Body in quarterly instalments, beginning with the first instalment after the Fellow commences the work.

### **Requirements of the Research Body**

57. The Council reserves the right to ask for confirmation from External Auditors of the Research Body of the following:

- That the annual accounts of the Research Body are up to date and have been approved by the Auditors without qualification;
  - That the management letter from the Auditors raised no matters that did or could significantly affect the administration of research Scholarships or Fellowships awarded by the Council;
  - That monies received through the Fellowship have been used for the purpose for which they were intended.
58. The Council also reserves the right to commission audits of the participating Research Bodies for financial or other compliance. The Research Body undertakes to fully facilitate these reviews.
59. Annual reporting will be required of expenditure against the approved categories of expenses associated with the Fellowship. A standardised format will be mandated by the Council.
60. The Council accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work funded by research Fellowships and the Research Body 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 Research Body may be liable as an employer or otherwise, or any claims by any person in relation to any intellectual property.

## **Section 7: Knowledge Transfer**

61. The Council encourages the commercialisation of research output as outlined in the National Code of Practice for Managing and Commercialising Intellectual Property (IP) from Public-Private Collaborative Research issued by ‘The Advisory Council for Science, Technology and Innovation’.
62. A Research Agreement (including, where necessary, reference to intellectual property rights) must be in place between the Research Body and the Enterprise Partner before the Fellowship can commence. The terms of any such agreement must not conflict with those outlined in this document.
63. A copy of any Research Agreement between the Research Body and the Enterprise Partner must be made available to the Council.
64. The Council makes no claim to any Intellectual Property arising from the Fellowship

## **Section 8: General Considerations**

65. 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.
66. Good practices will be observed in relation to data management, protection and security, but the Council cannot be held legally liable for interference by any third party.
67. It is the responsibility of the postdoctoral Fellow to inform the Council of any change of postal address, telephone, or email within two weeks of such a change.
68. The Council has established and will promote the following policy relating the placement of research publications in Open Access Repositories (it is accepted that there will be recognised instances in which the following might not be feasible – in this instance the Fellow should contact their research mentor for advice):

- All researchers must lodge their publications resulting in whole or in part from a Fellowship award in an Open Access Repository as soon as possible after publication, and make openly accessible within 6 calendar months at the latest;
- The aforementioned Repository should ideally be a local institutional repository to which the appropriate rights must be granted to replicate to other repositories;
- Authors should deposit post-prints (or publisher's version if permitted) plus metadata of articles accepted for publication in peer-reviewed journals and international conference proceedings;
- Deposits should be made upon acceptance by the journal/conference.
- Repositories should release the metadata immediately, with access restrictions to full text article to be applied as required.
- Open access should be available as soon as practicable after the author-requested embargo, or six months, whichever comes first;
- Suitable repositories should make provision for long-term preservation of, and free public access to, published research findings.

More information on the Open Access Policy is available on the Council's website at [www.ircset.ie](http://www.ircset.ie)

69. The Council reserves the right to revise the Terms and Conditions of this Scheme at any time.

**SCHEDULE****POSTDOCTORAL FELLOW:** .....**ACADEMIC MENTOR:** .....**RESEARCH BODY:** .....**DESCRIPTION OF THE WORK:**

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**FELLOWSHIP DATES:**

Fellowship start date.....

Fellowship end date.....

**ENTERPRISE PARTNER FUNDING PAYMENTS**

The contribution from The Enterprise Partner is at one third of the standard postdoctoral Fellowship. This forms part of the Fellowship, and is not in addition to the Fellowship. The total Fellowship remains at €79,280.00 (24 months)

The Enterprise Partner's maximum payment via this Agreement is € 13,213.50 per annum.

Payments will be made as specified below:

ITEM DESCRIPTION	YEAR 1	YEAR 2	TOTAL
THE ENTERPRISE PARTNER CONTRIBUTION	€13,213.50	€13,213.50	€26,427.00

The Enterprise Partner's Fellowship contribution payments will be paid to IRCSET by electronic funds transfer or payable order (in Euro) against invoices issued by IRCSET.