



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

Terms and Conditions

Irish Research Council for Science, Engineering and
Technology

Enterprise Partnership Scheme
Postgraduate Scholarship

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 and develops postgraduate Scholarships.
2. The Scheme offers opportunities for suitably qualified scholars to pursue a postgraduate degree by research supported by a Scholarship awarded by the Irish Research Council for Science, Engineering and Technology, hereafter referred to as 'the Council' or 'IRCSET' 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 IRCSET's postgraduate Scholarship application process.

Eligibility

5. Those who hold a doctoral degree, or who have already commenced a research degree are not eligible for Enterprise Partnership Scheme funding.
6. Those who have been awarded a masters degree by research are eligible for funding under this scheme in order to pursue a PhD.
7. The scholar identified on the Schedule attached hereto (hereafter referred to as 'Scholar') has a first or upper second class honours primary degree or equivalent. If final examination results are not known at the time of offer, the Council may make a provisional Scholarship offer on condition that results achieved match those indicated on the Scholar's application form.
8. Examination results (endorsed by the authorised contact at the Research Body) must correspond to those on official transcripts. Supporting materials and non-returnable transcripts of the academic record must be forwarded to the Council for inspection before the Scholarship can commence. Transcripts can usually be obtained from one of the following, or their equivalent: the Registrar, faculty, or department/school of the applicant's institution. All transcripts must be appropriately stamped or endorsed confirming that they are official documents of the Institution.
9. The Scholar must be formally accepted by the relevant department/school for the award to commence.
10. The Scheme supports basic research in the broad areas of Science, Engineering and Technology. Research which is deemed not to fall within this remit is not eligible for funding under the Enterprise Partnership Scheme.
11. While a majority of postgraduate Scholarships awarded by the Council will be offered to citizens of the European Union (EU) or to those whose legal and permanent residence is within a member state of the EU, a proportion of awards may also be offered to exceptional candidates from non EU member states.
12. The Scholar must maintain his/her principal residence in Ireland during the term of the Scholarship.

Title of Scholarship Award

13. The Scholar will hold an 'IRCSET / [THE ENTERPRISE PARTNER](#) Enterprise Partnership Scheme Postgraduate Research Scholarship'.

Section 2: Responsibilities

Responsibilities of the Research Body

14. The Research Body is responsible for:
- Appointing research supervisor(s) with responsibility for supporting and guiding the research work of the award holder;
 - Making the appropriate payments to the postgraduate Scholar;
 - Notifying the Council directly should the Scholar discontinue the Scholarship for any reason;
 - Providing the facilities needed to carry out the research, including access to and the use of equipment and services available in the Research Body;
 - 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 in consultation with the Scholar, the Academic Supervisor (and the Enterprise Partner where possible and appropriate) will develop a 'Research and Career Development Plan' for the Scholar with a view to developing a dynamic career, beyond the Scholarship period. Informative guidelines ("Good Practice Guide in the Organisation of PhD Programmes") are available to download from www.iuqb.ie.
16. The Research Body and the research supervisor 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.
17. No monies provided by the Council as part of the grant may be used by the Research Body to cover overhead or administrative costs.
18. The Council is committed to the maintenance of high ethical standards in the research it funds through this Scheme. Qualifying Research Bodies are expected to have in place clear ethical guidelines and assurance procedures designed to manage research under their direction. Where a Scholar's research proposal requires approval by the relevant Research Body Ethics Committee, written evidence of such ethical approval will need to be obtained and available for examination by the Council prior to the funding of any successful research proposal.
19. 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.

20. 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.
21. The Research Body will accept full accountability for the management, monitoring and control of all the research work funded under the Scholarship award.
22. 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.
23. The Research Body may be liable for reimbursement to the Council of the Scholarship 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

24. The Enterprise Partner will contribute one third of the total Scholarship amount.
25. The Enterprise Partner will nominate a research mentor (hereafter referred to as 'the Research Mentor') to work with the research Scholar and his/her academic supervisor, 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 research Scholar throughout the duration of the Scholarship as appropriate.
26. Where feasible the Enterprise Partner is encouraged to provide a placement period for the research Scholar at its facilities as part of this Scholarship. This will be agreed with IRCSET and the academic supervisor before the Scholarship commences.
27. The Enterprise Partner is encouraged to cover the cost of all expenses (e.g. travel and accommodation costs incurred by the scholar as a result of periods spent on placement with the Enterprise Partner. The scholar should not be out of pocket due to undertaking the placement.

Section 3: Conditions of the Scholarship

Value of the Scholarship Award

28. The Scholarship award will be valued up to a maximum of €24,003.00 in any approved year for the award.

Of this amount €16,002.00 will be paid as a maintenance award to the Scholar.

The remaining €8,001.00 will be allocated to cover:

- Payment of fees to the Research Body;
 - Support for the research to be carried out including the purchase of a moderately priced computer in the first year of research (up to a maximum of €1,500.00). Otherwise Scholarship funds are not intended for the purchase of capital items.
29. Unspent expenses may be carried forward from Year 1 to Year 2 of the award, but with this exception funds may not be carried forward from one year to the next.

Taxation

30. The Scholar should refer to the the Office of the Revenue Commissioners in order to confirm the tax exemption status of his/her Scholarship.
31. 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 Scholar, the Research Body and the Irish Revenue Commissioners.

Non EU Fees

32. In the case of non EU Scholars the Scholarship will include full non EU fees as normally applied by the Research Body concerned. The value of the expenses portion of the Scholarship will be incremented by the difference between the cost of non EU and EU fees to accommodate for this.

Enterprise Partner Contribution

33. In the case of EU Scholars, The Enterprise Partner's maximum contribution to a thirty six month Scholarship is €24,003.00 (See schedule).
34. In the case of non EU Scholars and where additional Research Body fees apply, The Enterprise Partner will contribute one third of the additional cost.

Duration of the Scholarship

35. The duration of the award will normally be 36 months for PhD Funding. Partial funding may be extended beyond this time for a specific period of months. Any such extension will be subject to a separate application being made during the third year of registration for the PhD. Consideration may also be given to longer funding periods for those Scholars registered on structured PhD programmes.
36. Funding for a M.Sc. (by research) will normally be for 12 months. An extension for a specific period of months may be granted on written application during the first twelve months. Recipients will be encouraged to continue to a PhD (or re-register if the regulations of the Research Body permits this), providing that the additional funding period is agreed with IRCSET in advance.
37. Requests for the Scholarship to be for a duration other than 36 months for a PhD award or 12 months for a M.Sc (by research) award will only be considered in exceptional circumstances and where written submission together with all relevant supporting documentation is forwarded to the Council.
38. Allowances as to the duration of the award may be made for those who have taken approved leave from their degree programmes or who have temporarily withdrawn from them for duly certified medical reasons. These circumstances must be brought to the attention of the Council and the Enterprise Partner as soon as is practicable after they become known to the Scholar.

Location Scholarship Research

39. Scholarships must be held at a recognised third-level institution in Ireland.
40. 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.

41. The Scholar must maintain an actual presence within his/her respective department/school during the academic years of the Scholarship and is required to have regular contact with his/her academic supervisor.
42. However, the Council recognises that the Scholar may benefit from spending part of the term of the Scholarship away from his/her registered institutions. Such periods may involve:
 - Attending courses which are relevant to the Scholar's training. Except in special circumstances, such courses may only be taken prior to the commencement of the research phase of the degree and providing that the case for taking such courses has been made to the Council by the Scholar's supervisor. The Council will not normally sanction such courses longer than one academic term in duration and will not be liable for paying any additional fees or expenses associated with such courses;
 - Spending part of the academic year engaged in research in Ireland or abroad. If the overseas component of this research proposed is to exceed 3 months, the prior permission of the Council will be required;
 - Spending an agreed time on an Enterprise Partner placement component of the Scholarship.
43. While it is expected that the Scholar will pursue his / her research work to completion at the Research Body originally nominated, it is recognised that there may be exceptional circumstances in which a change of research supervisor or research location may be desirable. In such circumstances the Scholar and the proposed new supervisor / Research Body must present a written submission to the Council and present the case for the change requested. The Council will examine each such submission on its merits and will respond with a decision as to continued funding in the new circumstances.
44. Co-funded Scholars may be required to participate in research events organised by the Enterprise Partner.

Additional Duties outside the remit of the Scholarship

45. Scholarships will be awarded only to those who are full-time scholars and who will engage full-time in research during the period of the award.
46. The Scholar will not be permitted to undertake paid work of more than a total 312 hours per academic year. These hours can be allocated over the year as required.
 - Such work must be relevant to the research funded by the award;
 - The Scholar must obtain written support from his/her academic supervisor before undertaking any such work;
 - The records of teaching or other paid work and approvals for same must be held by the Research Body for examination;

Payment for such relevant work will not affect the level of the Scholar's award.

Additional Awards

47. The award 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 €16,000.00 in any given year during the period of the Scholarship;

- Should the Scholar 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 postgraduate Scholarship;
- The source of any other such award agrees that this Scholarship may be held in conjunction with funding provided by it. The Council will not involve itself in the decisions of other funding agencies in this regard;
- The Scholar will inform the Council of any additional funding they are in receipt of prior to accepting a Scholarship offer.

Publications and Acknowledgement of Scholarship Support

48. All proposed publications arising from the research work must have the approval of the Academic Supervisor prior to publication and advance notice of any such publications must be provided to the Enterprise Partner research mentor. Approval to proceed with publication will not be required.
49. All public lectures and/or publications or public interviews given or issued by the Scholar 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.
50. 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 Scholar should contact their research supervisor for advice):
 - All researchers must lodge their publications resulting in whole or in part from a Scholarship 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

Section 4: Review of Progress

Progress Reports

51. The Council attaches considerable importance to procedures for monitoring research performance and ensuring effective progress under the Scholarship.
52. The Scholar will be required to submit written progress reports to the Council before 30 May in each academic year following commencement of the scholarship.
53. All reports must be accompanied by a confidential and comprehensive evaluation from the Scholar's supervisor on the progress of the research.
54. It will be the responsibility of the Scholar to ensure that all reports are submitted on time. The timely submission of these reports by the Scholar and the supervisor is a condition of holding and renewing the Scholarship.
55. The Council retains the right to terminate the Scholarship if progress reports are not submitted on time or if it receives an unsatisfactory report.
56. Where a Scholarship is terminated, the Council will not maintain any responsibility for continued Scholarship 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 Scholarship.
57. The Council may require the postgraduate Scholar 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 Scholarship

58. Scholarships 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 Scholarship

59. Scholarships will automatically cease one month after the submission of the Scholar's thesis. Their value will be adjusted accordingly if the thesis is submitted more than 3 months before the expiration date of the Scholarship.
60. It will be the responsibility of the Scholar's supervisor to ensure that if the Scholar 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.
61. The Council recognises that for personal, professional or other reasons the Scholar may wish to terminate his/her Scholarship prematurely. This action should not be taken without prior consultation with the Council.
62. Where the Scholar intends to prematurely terminate his/her Scholarship the Council will require evidence of academic progress to the date of departure. In the event of that progress being inadequate,

- the Council may pursue the Scholar and / or the Research Body for reimbursement of amounts expended.
63. Should the Scholar be unable for any reason (including medical reasons) to pursue his/her studies in accordance with the Terms and Conditions of the Scholarship, he/she must inform the Council 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 Scholar's host Institution. However, given the basis on which Scholarships are awarded, the Council reserves the right to withdraw or suspend the Scholarship.
64. The Council may suspend or terminate the Scholarship and/or require reimbursement of some or all payments as have already been made to the Scholar if any of the terms and conditions as outlined in this document are breached.

Section 6: Finance

Scholarship Payment

65. 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 Scholarship:
- The Scholarship will be paid to the Research Body in quarterly instalments, beginning with the first instalment after the Scholarship commences.

Requirements of the Research Body

66. 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 awarded by the Council;
 - That monies received under the Scholarship have been used for the purpose for which it was awarded.
67. 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.
68. Annual reporting will be required of expenditure against the approved categories of expenses associated with the Scholarship. A standardised format will be mandated by the Council.
69. The Council accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work funded by research Scholarships 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

70. 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'.
71. 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 Scholarship can commence. The terms of any such agreement must not conflict with those outlined in this document.
72. A copy of any Research Agreement between the Research Body and the Enterprise must be made available to the Council.
73. The Council makes no claim to any Intellectual Property arising from the Scholarship.

Section 8: General Considerations

74. 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.
75. 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.
76. It is the responsibility of the Scholar to inform the Research Council of any change of address, telephone, or e-mail within two weeks of any such change.
77. The Council reserves the right to revise the Terms and Conditions of this Scheme at any time.

SCHEDULE**POSTGRADUATE SCHOLAR:****ACADEMIC SUPERVISOR:****RESEARCH BODY:****DESCRIPTION OF THE WORK:**
.....**SCHOLARSHIP DATES:**

Scholarship start date.....

Scholarship end date.....

ENTERPRISE PARTNER FUNDING PAYMENTS

The contribution from The Enterprise Partner is at one third of the total postgraduate Scholarship. This forms part of the Scholarship, and is not in addition to the Scholarship. The total Scholarship (36 months) remains at €72,009.00.

The Enterprise Partner's maximum payment via this Agreement is €8,001.00 per annum for European Union Scholars. Where additional Research Body fees apply to non European Union Scholars, The Enterprise Partner will contribute one third of the additional cost.

Payments will be made as specified below:

ITEM DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	TOTAL
THE ENTERPRISE PARTNER CONTRIBUTION	€8,001.00*	€8,001.00*	€8,001.00*	€24,003.00*

* Additional fees may apply for non-EU students

The Enterprise Partner's Scholarship contribution payments will be paid to IRCSET by electronic funds transfer