



# **GENERAL TERMS AND CONDITIONS FOR PRINCIPAL INVESTIGATOR-LED AWARDS**

*April 2021*

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## DEFINITIONS

Applicable law	<i>means any law applicable in Ireland (without further enactment) or any other applicable jurisdiction and shall include without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, governmental circulars or other directions, rule of court, instruments, or delegated or subordinate legislation.</i>
Application	<i>means the application form including all accompanying documents.</i>
Award	<i>means the award as described in the letter of offer.</i>
Awardee	<i>means the principal investigator.</i>
Budget	<i>means the budget identified in schedule 3 and any change agreed in writing by the Irish Research Council.</i>
Collaborator	<i>means an individual who is committed to providing a valuable intellectual and/or technical contribution to the proposed research and who may or may not receive funding through the award.</i>
Final report	<i>means the report to be furnished by the awardee to the Irish Research Council in accordance with schedule 4.</i>
Financial report	<i>means the report(s) to be furnished by the awardee to the Irish Research Council in accordance with schedule 4.</i>
GDPR	<i>means EU General Data Protection Regulation 2016/679.</i>
Host institution	<i>means the organisation to whom the letter of offer is addressed.</i>
Intellectual property	<i>means all intellectual property produced in connection with the award including copyrights, patents, design rights, trade secrets, confidential information, trademarks, trade names, domain names, service marks, utility models, moral rights, topography rights, rights and databases and know-how in all cases whether or not registered or registrable and including registrations and applications for registration of any of these rights and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world.</i>
Irish Research Council	<i>an associate agency of the Department of Further and Higher Education, Research, Innovation and Science, under the aegis of the Higher Education Authority.</i>

Letter of offer	<i>means the letter issued by the Irish Research Council specifying the level and duration of the award that has been accepted by the host institution by executing the acceptance certificate attached to such letter.</i>
No-cost extension	<i>means an extension of the duration of the term of the award.</i>
Open access	<i>means free availability on the public internet, permitting any users to read, download, copy, distribute, print, search, or link to the full texts of these articles, crawl them for indexing, pass them as data to software, or use them for any other lawful purpose, without financial, legal, or technical barriers other than those inseparable from gaining access to the internet itself. The only constraint on reproduction and distribution, and the only role for copyright in this domain, should be to give authors control over the integrity of their work and the right to be properly acknowledged and cited.</i>
Parties	<i>means the Irish Research Council, the host institution and the awardee.</i>
Personal data	<i>means any piece of information that relates to an identifiable person.</i>
Programme assets	<i>means any asset including equipment, acquired or generated, directly or indirectly with the benefit of the award.</i>
Progress report	<i>means the report(s) to be furnished by the awardee to the Irish Research Council in accordance with schedule 4.</i>
Research misconduct	<i>means fabrication (including without limitation the making up of data or results and recording or reporting them), falsification (including but not limited to manipulating research materials, equipment or processes or changing or omitting data or results such that the research is not accurately represented in the research record), plagiarism (the appropriation of another person's ideas, processes, results or words without giving appropriate credit) or other serious deviation from accepted practices.</i>
Research project	<i>means the research project described in the application and any amendments agreed in writing by the Irish Research Council.</i>
Research team	<i>means the awardee, staff, students, visiting researchers and others employed, involved or otherwise engaged by the host institution for the purposes of the research project.</i>
Term	<i>means the period of the award as outlined in the letter of offer subject to any amendments agreed in writing by the Irish Research Council.</i>

Terms and Conditions      *means the terms and conditions set out in schedule 1.*

Website                      *means [www.research.ie](http://www.research.ie).*

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

### **1. Scope**

- 1.1. These Terms and Conditions are applicable to Irish Research Council Principal Investigator-led programmes.

### **2. General**

- 2.1. This document, in conjunction with the relevant call document, the letter of offer and the Irish Research Council's policies and procedures, set out the general Terms and Conditions for all principal investigator-led awards funded by the Irish Research Council.
- 2.2. The Irish Research Council reserves the right to amend these Terms and Conditions at any time. Any such amendments will be notified to participating host institutions and will also be posted on the Irish Research Council's website.
- 2.3. The Irish Research Council's policies and procedures can be found at [www.research.ie](http://www.research.ie). These may be amended, supplemented or replaced by the Irish Research Council at any time.
- 2.4. The award shall be governed by and construed in accordance with the laws of Ireland and the parties expressly and irrevocably submit to the jurisdiction of the Irish Courts.
- 2.5. Failure to comply with these Terms and Conditions may lead to sanctions, up to and including termination or revocation of the award, and the Irish Research Council reserves the right to recover funds paid in part or in full.
- 2.6. Any reference to the Irish Research Council includes, where appropriate, its predecessors the Irish Research Council for the Humanities and Social Sciences and the Irish Research Council for Science Engineering and Technology.

### **3. Warranties**

- 3.1. The host institution warrants to the Irish Research Council that:
  - (a) the award acceptance documentation is executed by its duly authorised representative with full power and authority to enter into these Terms and Conditions;
  - (b) it has obtained and shall maintain for the duration of the award all necessary consents, approvals, authorisations, licences and permissions which are required so that it can comply with its obligations under these Terms and Conditions and shall not commit any act or omission which might invalidate, breach or otherwise impair the effect of such consents, approvals, authorisations, licences or permissions;
  - (c) every statement, representation or information provided in any report submitted by the host institution to the Irish Research Council, or information provided by the host institution in response to a request from the Irish Research Council, is and will be, to the best of the host institution's knowledge, true, complete and accurate;

- (d) the awardee and any persons on the research team or otherwise performing duties related to the award are suitably skilled, trained and qualified for the performance of such duties;
- (e) the recruitment of staff and students to the research team will be done openly, through public advertisement;
- (f) the research project shall be conducted in compliance with all institutional policies and applicable laws;
- (g) issues of an ethical nature relating to research project are identified at the earliest opportunity and, where required, approval has been obtained from the ethics committee(s) recognised by the host institution;
- (h) the research project complies with all national and international requirements governing the use of sensitive materials or processes, for example, but not limited to radioactive isotopes, ionising radiation, laboratory or other animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances and research on human subjects.
- (i) the research project complies with the provisions of the [Children First Act 2015](#) and the [National Guidance for the Protection and Welfare of Children 2017](#);
- (j) it will comply with all necessary and statutory permissions laid down by local and national authorities in relation to protecting the environment, preventing pollution and ensuring wider societal health and safety protection.

#### **4. Responsibilities of the host institution**

- 4.1. The host institution must ensure that all grant funding received is used for the purposes for which it is provided, as set out in these Terms and Conditions, and that value for money is achieved. The host institution should be fully compliant with the requirements of the Department of Public Expenditure and Reform's [Circular 13/2014 – Management of and Accountability for Grants from Exchequer Funds](#) and any other applicable government circulars.
- 4.2. The host institution is fully responsible for the award and for the adherence of the awardee and, where applicable, each member of the research team, to these Terms and Conditions and the Irish Research Council's policies and procedures. The host institution must:
  - (a) comply with these Terms and Conditions and with the Irish Research Council's policies and procedures;
  - (b) ensure that the awardee and each other member of the research team receives a copy of these Terms and Conditions, and any subsequent changes;
  - (c) ensure that the awardee acts as the primary point of contact for the Irish Research Council during the funding term;
  - (d) ensure that appropriate direction and supervision of the research team is provided;
  - (e) not permit a significant change to the research project, unless otherwise agreed in writing by the Irish Research Council;
  - (f) ensure that the awardee is responsible to the host institution for the direction, management and pursuit of the research project in all of its objectives;
  - (g) ensure that the awardee and each other member of the research team has applied for and received an ORCID identifier number;



- (h) ensure that any and all of its staff interact in a professional manner with staff of the Irish Research Council;
  - (i) ensure that certification of research integrity training undertaken by the awardee and the research team is available for inspection on request;
  - (j) ensure that a safe working environment is provided for all individuals associated with the award. The host institution's approach and policy on health and safety matters must meet all applicable regulatory and legislative requirements and be consistent with best practice;
  - (k) comply with all relevant statutory requirements, regulatory requirements, regulations and bye-laws relating to the award and including without limitation all such relating to the employment, involvement or engagement of the members of the research team.
- 4.3. The host institution shall notify the Irish Research Council at the earliest possible opportunity if the awardee:
- (a) has substantially reduced their time or professional commitment to the award;
  - (b) severs, or intends to sever, their connection with the host institution;
  - (c) has been absent for a continuous period of three months or more;
  - (d) has relinquished, or intends to relinquish, active direction of the award.

## **5. Responsibilities of the awardee**

- 5.1. The awardee must adhere at all times to these Terms and Conditions and the Irish Research Council's policies and procedures referenced within.
- 5.2. The awardee is responsible for the direction and management of the research project from a financial, legal and ethical perspective.
- 5.3. The awardee must ensure that all information submitted in reports to the Irish Research Council, or in connection with the award, is accurate, complete and provided in accordance with specified timelines.
- 5.4. The awardee must take all reasonable steps to ensure that the members of the research team do not engage in research misconduct.

## **6. Payment of the award**

- 6.1. The award shall be paid to the host institution in accordance with schedule 3 below, as may be amended by the Irish Research Council, subject to compliance by the host institution and the awardee with these Terms and Conditions.
- 6.2. The host institution will apply the award as set out in this agreement and will not deviate in any respect without the prior written consent of the Irish Research Council.
- 6.3. Payment of the award shall be made by electronic transfer to the bank account nominated by the host institution in accordance with schedule 3 below.
- 6.4. Where major underspend is identified as part of the reporting process, subsequent payments may be reduced, or the timetable of payments amended.
- 6.5. Where applicable, the Irish Research Council will provide funding for postgraduate stipends at a flat rate of €18,500 per annum for up to four years. The Irish Research Council will also make a maximum contribution of €5,750 per annum towards the cost of postgraduate fees.

## **7. Financial accountability**

- 7.1. The host institution must ensure that all funds claimed and paid under the award are allowable, necessary and reasonable for the conduct of the research project.
- 7.2. The host institution shall furnish the required financial reports to the Irish Research Council as set out in schedule 4 below.
- 7.3. The host institution shall furnish the final financial report to the Irish Research Council within sixty days of the end of the funding term.
- 7.4. The host institution will return all unspent funds to the Irish Research Council within sixty days of the end of the funding term.
- 7.5. The host institution shall ensure that the procurement of goods and services under the award is carried out in accordance with procurement law and policy, including any guidelines issued by the Department of Public Expenditure and Reform in relation to public sector procurement.
- 7.6. If the host institution incurs costs that exceed the amount of the award, then such excess shall be borne by the host institution.
- 7.7. The Irish Research Council shall have the right to seek reimbursement in the event of an overpayment of the award, including the right to set off such overpayment against further payments of the award.
- 7.8. The host institution must not accept or receive funding for the same research project from any other source unless previously approved of in writing by the Irish Research Council.
- 7.9. The Irish Research Council reserves the right to commission audits of the host institution for financial or other compliance. The host institution undertakes to fully facilitate these reviews.
- 7.10. The Irish Research Council reserves the right to ask for confirmation from external auditors of the following:
  - (a) that the annual accounts of the host institution are up to date and have been approved by the auditors without qualification;
  - (b) that the management letter from the auditors raised no matters that did or could significantly affect the administration of the award;
  - (c) that the funds received have been used for the purpose for which they were awarded.
- 7.11. The Irish Research Council accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work carried out under the award.
- 7.12. The host institution must fully indemnify the Irish Research Council against all such expenditure or liabilities and against any actions, proceedings, costs, damages, expenses claims and demands arising from them including, in particular, but without limitation, any claims for compensation for which the host institution may be liable as an employer or otherwise, or any claims by any person in relation to any intellectual property.

## **8. Term**

- 8.1. The award shall commence on the date specified in the letter of offer and, unless terminated earlier in accordance with these Terms and Conditions, shall continue for the period specified in the letter of offer.

- 8.2. The Irish Research Council may approve a once-off no-cost extension for a maximum period of 25% of the total length of the award beyond the end of the original term. A request for a no cost extension must be made in writing by the awardee and host institution and must comply with the Irish Research Council's [No-cost Extension Policy](#), as may be amended from time to time. Please note that this time limit does not apply in cases of eligible career breaks such as maternity leave, adoptive leave, carer's leave or prolonged sick leave.

## **9. Government funding**

- 9.1. The host institution acknowledges that the Irish Research Council is dependent on the Irish State for funding of its grant activities and that, if sufficient funding is not forthcoming from the State, the Irish Research Council may not be in a position to fund all of its award commitments. Accordingly, the host institution agrees that if the Irish Research Council does not have sufficient funding to cover all of its award commitments as aforesaid:
- (a) the Irish Research Council shall be entitled in its sole discretion to determine which award commitments it will continue and which commitments it will reduce, suspend, terminate or revoke;
  - (b) the Irish Research Council shall be entitled in its sole discretion to forthwith reduce, suspend, terminate or revoke the award by written notice to the host institution.

## **10. Budget reallocations**

- 10.1. The Irish Research Council acknowledges that, following the commencement of an award, a certain degree of flexibility in the management of budgets may be required in order to best achieve the objectives of the research. It is the Council's policy to consider requests for reallocation of funds if it serves to facilitate the goals of the research project. Further detail is contained in the Irish Research Council's [Budget Reallocation Policy](#).

## **11. Programme assets**

- 11.1. The host institution shall ensure effective asset management and maintenance standards.
- 11.2. The assets purchased under any award shall primarily be used for the purpose of the research project.
- 11.3. The host institution shall be responsible for ensuring that, where appropriate, assets purchased under the award have adequate insurance cover. If such assets are damaged or destroyed, the host institution shall repair or replace them.
- 11.4. Programme assets purchased under the award shall vest in the host institution, unless agreed otherwise with the Irish Research Council in writing.
- 11.5. If it is proposed that the award is to be transferred to another host institution, no such transfer may occur until advance agreement, in writing, is reached between the host institution and the Irish Research Council regarding rights in and to any programme assets purchased under the award.

## **12. Intellectual property**

- 12.1. The Irish Research Council does not make any claim to intellectual property arising from the award.
- 12.2. Where appropriate, the Irish Research Council encourages that all reasonable endeavours are taken to ensure that, where practicable, discoveries and advancements in knowledge arising from the research project are translated for public benefit including commercial development as set out in in [Ireland's National IP Protocol 2019](#).
- 12.3. Where research is wholly funded by the Irish Research Council, the host institution shall own any intellectual property arising from the research. The host institution shall then be free to negotiate arrangements for other organisations to access the intellectual property to maximise the benefits of commercialisation for Ireland.
- 12.4. The host institution must establish rules and procedures for protecting and managing any intellectual property arising during the award. These rules and procedures must be in accordance with national guidelines.
- 12.5. The host institution and the awardee must disseminate, as widely as reasonably practicable and in accordance with the [Ireland's National IP Protocol 2019](#), the outputs of the research project in internationally peer-reviewed publications, and, where appropriate, among the general public.
- 12.6. In the case of collaborative research where more than one host institution is involved, a research agreement (including reference to intellectual property rights, dispute resolution and confidentiality) must be in place before the award can commence. The terms of any such agreement must not conflict with those outlined in this document and a copy of any such agreements should be made available to the Irish Research Council.

## **13. Review of progress**

- 13.1. The Irish Research Council attaches considerable importance to monitoring the progress, outputs and outcome of its awards. The timetable for submission of written interim and final progress reports is outlined in schedule 4. The continuation of funding will be dependent on the demonstration of sufficient progress through these progress reports.
- 13.2. It is the ultimate responsibility of the host institution to ensure that progress reports satisfactory to the Irish Research Council are submitted either:
  - (a) as required under the award conditions or;
  - (b) otherwise at the request of the Irish Research Council including, where relevant, reports in relation to research outputs that are generated after the award has terminated for up to a period of ten years following the date of such termination.
- 13.3. Where the required progress reports incorporate information or data from third parties, the host institution is responsible for ensuring that it is duly authorised to disclose such third-party information to the Irish Research Council.
- 13.4. The host institution shall ensure that the awardee submits each required progress report promptly and, where applicable, within the period specified by the Irish Research Council. If there are exceptional reasons which will cause a delay in the submission of any report, including the final report, a written request to extend the deadline may be made by the host institution to the Irish Research Council before the due date passes.

- 13.5. Failure to file the required progress report by the specified deadline, or submission of an unsatisfactory report, may result in the Irish Research Council reducing, suspending, terminating or revoking the award. Where an award is terminated, the Irish Research Council will have leave to seek recovery of monies which have been awarded.
- 13.6. Where progress reports are outstanding, or unsatisfactory to the Irish Research Council, the awardee will not be eligible to be named on a subsequent application for funding from the Irish Research Council until such outstanding report has been submitted and declared satisfactory.
- 13.7. In the case of all awards, a certain percentage of funding, as indicated in schedule 3, will be reserved to ensure satisfactory completion of the research project. If a final report satisfactory to the Irish Research Council is not received within six months of the termination of the award, the Irish Research Council shall be entitled to terminate the award and not pay the final award payment.
- 13.8. All projects may be subject to external research and financial audit. The purpose of any audit is to verify the original aims of the award and determine progress as specified. A research audit may include independent peer review or site visit as appropriate. The host institution shall fully cooperate with any such auditor or professional adviser and allow them full access to all financial and other records referred to in section 13.

#### **14. Audits and record keeping**

- 14.1. The host institution shall maintain separate financial records for the award identified by a reference code which is specific to the award.
- 14.2. All financial records in relation to the award must be maintained in accordance with good accounting practice.
- 14.3. The host institution shall maintain such other records as may be reasonably necessary required to satisfy the Irish Research Council that the host institution has complied with these Terms and Conditions, including records relating to the progress, outputs and outcome of the research project.
- 14.4. The host institution and awardee must make all records referred to in clause 14.3 available to the Irish Research Council or its authorised representative(s) upon reasonable notice for the duration of the research project and for a period of six years following submission to the Irish Research Council of the final report relating to the award.

#### **15. Open access**

- 15.1. The Irish Research Council's policy in relation to open access is available [here](#).
- 15.2. Where relevant, the host institution shall ensure that the awardee and the research team comply with the [National Framework on the Transition to an Open Research Environment](#).
- 15.3. The Irish Research Council requires a data management plan to be submitted in line with the requirements outlined in schedule 4. A guide for the preparation of data management plans is available [here](#).

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

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.

## **17. Gender equality in research**

- 17.1. The Irish Research Council's [Gender Strategy and Action Plan](#) commits to systematically and consciously working to address gender challenges by:
  - (a) encouraging more equal gender representation in the research population, for example by showcasing relevant role models;
  - (b) acknowledging unconscious gender bias may exist and taking steps to limit any effect on internal processes and procedures to deliver a level playing field for all applicants;
  - (c) supporting the development of national initiatives to remove gender related structural constraints and barriers in the recruitment, advancement, retention and mobility of all researchers in the Irish research system;
  - (d) increasing awareness of the need to consider whether a potential sex and/or gender dimension is relevant in a research proposal and, where relevant, requiring integration of sex/gender analysis into the design, implementation, evaluation and dissemination of the research.
- 17.2. It is a requirement that the awardee and their host institution promote gender balance in research development and dissemination activities, in particular in relation to the organisation of conference or networking panels associated with the award.

## **18. Research governance**

- 18.1. The host institution must ensure that the highest quality of research conduct is maintained at all times throughout the award.
- 18.2. The host institution shall have in place effective systems for assuring the quality of research carried out by the research team and any other collaborators in the research project.
- 18.3. The host institution shall have effective mechanisms for identifying research misconduct and shall have clearly publicised and agreed procedures for investigating allegations made of such misconduct.

- 18.4. The host institution shall ensure that the awardee and, where relevant, the research team shall, comply with the [European Code of Conduct for Research Integrity](#), the [National Policy Statement on Ensuring Research Integrity in Ireland](#) and any other guidance the Irish Research Council may release in relation to research integrity.
- 18.5. The host institution shall ensure that all members of the research team who do not already have an appropriately certified level of training in research integrity, receive such training within:
- (a) six months of the date of commencement of the award; or
  - (b) if the member joins the research team after the date of commencement of the award, within six months of the date on which they join the research team.
- Failure to ensure that all members of the research team receive appropriately certified training in research integrity within this period may result in reduction, suspension or termination of the award.
- 18.6. The host institution shall as soon as possible furnish to the Irish Research Council, in writing, details of any proven allegation of research misconduct directly or indirectly relating to the award.

## **19. Acknowledgement of funding**

- 19.1. It is an explicit requirement for the awardee, research team and the host institution to publicly acknowledge the support received from the Irish Research Council, to include appropriate use of the Irish Research Council's logo.
- 19.2. The awardee and the research team must comply with the Irish Research Council's [Requirements for Acknowledgement of Funding](#) policy at all times.
- 19.3. Where an awardee consistently fails to acknowledge the Irish Research Council's support, sanctions may be applied including prohibition from applying for additional Irish Research Council funding for a period of two years.
- 19.4. The full name of our organisation, the Irish Research Council, should always be used when acknowledging support.
- 19.5. The host institution shall ensure that:
- (a) any and all publications resulting from the award include the following reference: *"The research conducted in this publication was funded by the Irish Research Council under award number [XXXXXXX]"*;
  - (b) the support of the Irish Research Council is acknowledged in all press releases and referenced orally in news media interviews, including popular media, such as, radio, television and news magazines;
  - (c) the support of the Irish Research Council is acknowledged appropriately in all social media.
- 19.6. It is a requirement that the awardee notifies the Irish Research Council in advance of their participation in any significant events, for example, attaining an award of significant merit or substantial participation in events of national interest or impact connected to their award.
- 19.7. If the host institution or any member of the research team intend to issue a press release about the research project, the host institution must notify the Irish Research Council in advance to allow for coordination.

## **20. Career development**

20.1. It is the policy of the Irish Research Council to ensure that the early-stage researchers it funds are equipped with the relevant disciplinary and transferrable skills to allow them to pursue diverse career paths and establish themselves as independent researchers and thinkers. The Irish Research Council's Career Development Policy Statement is available [here](#).

## **21. Additional awards**

21.1. This award may be held in conjunction with other externally funded travel bursaries, equipment grants or awards provided that:

- (a) should the awardee apply for further funding to another source, they will explicitly state as part of that application that they hold an Irish Research Council award and, if successful, will notify the Irish Research Council prior to accepting the award;
- (b) awardees who have other sources of funding must inform the appropriate offices in their host institution and the Irish Research Council about the amount and source of this funding in writing. This information must also be recorded in the required progress reports. This applies to additional funding received before or during the term of the award.

21.2. Where the awardee is in receipt of additional funding from another source, the Irish Research Council reserves the right to request a time management plan.

## **22. Award transfer**

22.1. If the awardee intends to take up an appointment at another eligible institution, then they may seek the Irish Research Council's agreement for the award to be transferred. The Irish Research Council may, but shall not be obliged to, agree to such request provided that:

- (a) it is satisfied that such an action will not impact on the completion of the award according to the agreed budget, objectives and deliverables;
- (b) the transfer is agreed, in writing and in advance, by the Irish Research Council, the original host institution and the new host institution;
- (c) arrangements satisfactory to the Irish Research Council and the new host institution are put in place to continue the research project in the new host institution in a manner in which it was originally approved; and
- (d) the Irish Research Council reserves the right to impose whatever conditions and to take whatever action it deems appropriate in the event of such a transfer, including halting the continued payment of instalments.

## **23. Termination**

23.1. The Irish Research Council reserves the right to reduce, suspend, terminate or revoke, the award with immediate effect:

- (a) if any of the information in the award application is found to be inaccurate in any material respect;



- (b) if the host institution or the awardee has materially failed to comply with these Terms and Conditions;
  - (c) if, in the reasonable opinion of the Irish Research Council, progress in the research project is not satisfactory;
  - (d) if the host institution is unable to obtain any relevant permits, approvals, permissions or consents necessary for the carrying out of the research project;
  - (e) if the awardee is found to have engaged in research misconduct;
  - (f) where an allegation of bullying or harassment against the awardee has been upheld and a subsequent risk assessment carried out by the host institution identifies a need for further action;
  - (g) if the host institution terminates the awardee's employment;
  - (h) if the awardee severs their connection with the host institution or reduces their connection with the host institution to such extent that, in the reasonable opinion of the Irish Research Council, they can no longer give active direction of the research project.
- 23.2. No costs incurred during any period of suspension of the award or after the effective date of termination or revocation of the award shall be direct costs.
- 23.3. Within sixty days of the effective date of termination, revocation or expiration of the award, the host institution must provide the Irish Research Council with a report containing such information as would be contained in the final report relating to the award together with an itemised accounting of costs incurred prior to such date.
- 23.4. Where the award is reduced, terminated or revoked by the Irish Research Council in accordance with clause 23.1, the host institution must repay to the Irish Research Council such amount of the award as remains unspent within sixty days of the effective date of termination.

## **24. Conflict of interest**

- 24.1. The host institution is responsible for:
- (a) recording and managing actual and potential conflicts of interest in respect of the award;
  - (b) ensuring that any relationship between the host institution, the awardee or other members of the research team and any commercial organisation or other third party relevant to the award does not give rise to a conflict of interest for the host institution, the awardee or other members of the research team;
  - (c) putting in place a dedicated conflict of interest policy, where this is required by any applicable guidance.
- 24.2. Any conflict of interest or potential conflict of interest relating to the host institution, the awardee or other members of the research team must be fully disclosed to the Irish Research Council as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, the Irish Research Council shall, at its discretion, decide on the appropriate course of action.

## **25. Data protection**

- 25.1. The host institution shall comply with all General Data Protection Regulation (GDPR) applicable laws in the processing of personal data.
- 25.2. The Irish Research Council will collect, use and disclose personal data provided in the application and otherwise obtained under or in connection with these Terms and Conditions for the payment, monitoring, maintenance and review of the award, for the performance of its statutory powers and functions and for its general activities. Further details regarding the Irish Research Council's collection, use and disclosure of personal data and individuals' rights in respect of personal data relating to them are available in the Irish Research Council's [Data Protection Notice](#).
- 25.3. During the award or at any time following the expiration or termination of the award, the Irish Research Council may contact the host institution, the awardee or any member of the research team concerning funding opportunities, Irish Research Council activities or events, or for the purposes of monitoring and evaluating research data and data related to impact.
- 25.4. The Irish Research Council may choose to authorise a third party to contact the host institution, the awardee or any member of the research team on its behalf.

## **26. Freedom of information**

- 26.1. The Irish Research Council may be required to disclose information provided to it in response to a request under the Freedom of Information Act 2014.
- 26.2. Should the host institution or the awardee consider that any information supplied to the Irish Research Council is confidential or commercially sensitive it shall, at the time of providing the information, identify such information and give reasons for its confidentiality or commercial sensitivity. The Irish Research Council may, if it considers it appropriate, consult with the host institution or the awardee prior to releasing or consenting to the release of such information.

## **27. Dispute resolution**

- 27.1. The Irish Research Council aims to deal with any issues that arise on its awards in a fair and timely manner. Awardees are required to engage with the Irish Research Council in the resolution of any such issues arising via the appropriate channels. The use of public fora, including social media, for this purpose will be considered to be a serious departure from this requirement.
- 27.2. The parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or in relation to the award, these Terms and Conditions or any breach of them. If any such dispute cannot be settled amicably through ordinary negotiations by the authorised representative of the parties, the dispute shall be referred to the Vice President of the host institution and the Director of the Irish Research Council, who shall meet in good faith to try and resolve the dispute.
- 27.3. Nothing contained in these Terms and Conditions shall prevent either party from seeking injunctive or other relief in a court of law to protect or enforce its legal rights.

## **28. Force majeure**

28.1. Neither party shall be liable to the other in contract, tort or otherwise for any failure or delay in the performance of any of its obligations under the award that are caused by any event of force majeure including, but not limited to, an act of God, labour dispute, or interruption or failure of utility service.

## **29. Severability**

29.1. If any provision under these Terms and Conditions shall become or be declared illegal, invalid or unenforceable for any reason, including by reason of the provisions of any legislation or other provisions having the force of law, or by reason of any decision of any Court or other body or authority having jurisdiction over the parties, including the EU Commission and the European Court of Justice, such terms or provisions shall be severable from the Terms and Conditions and shall be deemed to be deleted, provided always that if any such deletion substantially affects or alters the basis of the award, the parties shall negotiate in good faith to amend and modify the provisions and terms of the award as may be necessary or desirable in the circumstances.

## **30. Nature of relationship**

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

30.2. The Irish Research Council does not act as an employer with respect to the research project, the research team or any other personnel of the host institution. The Irish Research Council shall not be responsible for, and shall have no liability whatsoever in respect of, any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the host institution or awardee may be liable as an employer or otherwise.

## **31. Legal proceedings**

31.1. The host institution shall ensure that the awardee and any member of the research team shall make themselves available to participate in any legal proceedings arising out of the award including, but not limited to, proceedings in connection with the ownership, exploitation, commercialisation or management of any intellectual property.

**SCHEDULE 2 – SPECIAL CONDITIONS**

*These are specific to the award type.*

**SCHEDULE 3 – BUDGET AND PAYMENT SCHEDULE**

*To be included at the award stage.*

**SCHEDULE 4 – REPORTING SCHEDULE**

*To be included at the award stage.*

**SCHEDULE 5 – AWARD ACCEPTANCE DECLARATION**

*To be included at the award stage.*