



**IRISH RESEARCH COUNCIL**  
COMHAIRLE TAIGHDE na hÉIREANN

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**EMPLOYMENT BASED POSTGRADUATE PROGRAMME  
RESEARCH SCHOLARSHIP**

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**2012  
Scholarship**

# **TERMS AND CONDITIONS**

## **1 DEFINITIONS**

- 1.1 **“Academic Supervisor”** shall mean the person or persons responsible for supporting and guiding the academic quality of the Scholarship.
- 1.2 **“Council”** shall mean The Irish Research Council (see [www.research.ie](http://www.research.ie)).
- 1.3 **“Employment Mentor”** shall mean the person or persons designated by the Employment Participant as being responsible for supporting and guiding the Researcher relating to the Employment Participant’s involvement in the Scholarship.
- 1.4 **“Employment Participant”** shall mean either a company or a public organisation with a physical operational base located in the Republic of Ireland.
- 1.5 **“Higher Education Institute” or “HEI”** shall mean a recognised Irish education body entitled to award a Masters or a Doctorate of Philosophy (Phd) degree and which is approved by the Council.
- 1.6 **“Research Project”** shall mean the research work proposed by the Researcher and approved by the Council.
- 1.7 **“Researcher”** shall mean the person awarded a Scholarship.
- 1.8 **“Scholarship”** shall mean the scholarship known and described as the Irish Research Council Employment Based Postgraduate Programme Research Scholarship.
- 1.9 **“Scholarship Fund”** shall mean the funding for the Scholarship.

## **2 PROGRAMME OUTLINE**

- 2.1 The Scholarship offers opportunities for suitably qualified individuals to pursue a Masters or PhD degree at a Higher Education Institution within the Republic of Ireland while employed by an Employment Participant.
- 2.2 The aim of the Scholarship is to:
  - 2.2.1 educate researchers at either Masters or PhD level whilst simultaneously providing the researcher with an insight into business aspects of research and innovation; and



- 2.2.2 facilitate research collaboration, knowledge transfer and networking between researchers at Irish Higher Education Institutions and Irish based employers.
- 2.3 The 2012 Scholarship is being run on a pilot basis in 2012 with the award of up to thirty (30) Scholarships.
- 2.4 The Researcher must exclusively spend all of his/her working time on the Research Project at Masters or PhD education level.
- 2.5 Researchers are selected in accordance with the Council's Scholarship application and assessment process (see [www.research.ie](http://www.research.ie) ).
- 2.6 The Scholarship supports research across all disciplines.

### **3 SCHOLARSHIP STRUCTURE**

- 3.1 The Researcher will hold an 'Irish Research Council Employment Based Postgraduate Research Scholarship'.
- 3.2 Funding under this programme is awarded to the individual Researcher.
- 3.3 Subject to receipt by the Council of satisfactory progress reports the duration of a PhD award will be forty-eight (48) months where the Researcher is registered for structured course work.
- 3.4 Subject to receipt by the Council of satisfactory progress reports the duration of a PhD award will be thirty-six (36) months where the Researcher is not registered for structured course work.
- 3.5 Subject to receipt by the Council of satisfactory progress reports the duration of a Masters award will be twenty-four (24) months where the Researcher is registered for structured course work.
- 3.6 Subject to receipt by the Council of satisfactory progress reports the duration of a Masters award will be twelve (12) months where the Researcher is not registered for structured course work.
- 3.7 Requests for a scholarship extension will only be considered in exceptional circumstances and where a written submission together with all relevant supporting documentation is forwarded to the Council.
- 3.8 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 as soon as is practicable after they become known to the Researcher.

- 3.9 The Scholarship 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. Consideration of part-time awards will be given after the pilot phase.
- 3.10 The Scholarship must commence no earlier than the date the Council approves the award and must commence in the calendar year the Council approves the award.
- 3.11 The Council's administration of the Scholarship depends on funding from the Department of Education and Skills. In the event such funding from the Department of Education and Science is reduced or terminates, neither the Department nor the Council is liable to continue to provide funding or to compensate the Researcher for any decrease or the termination of such funding.

#### **4 SCHOLARSHIP FUND**

- 4.1 The maximum amount of the Scholarship Fund provided by the Council will be €24,000.00 per annum for the duration of the Scholarship.
- 4.2 Subject to the receipt of satisfactory annual progress reports, the Scholarship Fund will be paid by the Council to the HEI in quarterly instalments beginning with the first instalment after the Scholarship commences.
- 4.3 The HEI will retain one-third of the Scholarship Fund (eg. where the Council awards a maximum fund of €24,000.00, the HEI would retain €8,000.00 of the funding provided by the Council) which will be allocated to cover:
  - 4.3.1 payment of HEI registration fees;
  - 4.3.2 support for the Researcher, including but not limited to conference attendance, generic skills training, publishing and write-up costs;
  - 4.3.3 consumables items; and
  - 4.3.4 software and hardware appropriate to the research in the first year of the award.
- 4.4 No funds provided by the Council as part of the Scholarship Fund can be used by the HEI to cover overhead or administrative costs.

- 4.5 Any portion of the Scholarship Fund allocated towards the expenses set out in Clause 4.3 in a given year of the Scholarship which are not spent during that year can be re-allocated to cover education costs arising at any later stage of the scholarship.
- 4.6 Researchers who have a registration fee waiver or whose registration fees are paid in full or in part by another body may allocate the one-third HEI portion of the Scholarship Fund to the other valid expenses specified in Clause 4.3.
- 4.7 The HEI will provide two-thirds of the Scholarship Fund to the Employment Participant towards the employment of the Researcher (eg. where the Council awards a maximum fund of €24,000.00, the HEI would provide €16,000.00 to the Employment Participant towards the employment of the Researcher).
- 4.8 Subject to Clause 4.11 the Employment Participant must employ the Researcher (either temporarily or permanently) for the duration of the award as a full-time employee on the normal terms and conditions for salaried employees.
- 4.9 Payments received by the Employment Participant can only be used to cover employment/ salary costs.
- 4.10 A formal employment contract must be drawn up between the Employment Participant and the Researcher and agreed for the entire period of the award. Such employment contract must:
- 4.10.1 comply with all Irish employment laws and regulations;
  - 4.10.2 ensure that the Researcher's work tasks and time at the Employment Participant must be devoted exclusively to work associated with the Scholarship only and thus be part of the Researcher's education; and
  - 4.10.3 not contain any restraint of trade or non compete clauses limiting the possibility of employment elsewhere.
- 4.11 The Researcher's salary will be negotiated between Researcher and the Employment Participant and must not be less than €24,000.00 or the salary for graduate entry to the Employment Participant, whichever is the greater. This amount is inclusive of the Council's two-third contribution.
- 4.12 Compliance with Irish laws and regulations on taxation will be a matter between the Researcher, the Employment Participant and the Irish Revenue Commissioners.

- 4.13 In the case of non EU Researchers the Scholarship will include full non EU fees as normally applied by the HEI 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.
- 4.14 The Employment Participant will operate PAYE/PRSI/USC withholding on the salary paid by it to the Researcher and the relevant tax must be remitted to the Revenue Commissioners in line with the normal payroll procedures.
- 4.15 For the avoidance of doubt, all sums payable by the HEI to the Employment Participant shall be deemed to be inclusive of any VAT exigible under the VAT Consolidation Act 2010 and associated regulations.

## **5 THE RESEARCHER**

- 5.1 The Researcher must be formally accepted by the HEI in line with its admissions policy and must be registered as a postgraduate student at the HEI for the award to commence.
- 5.2 The Researcher must spend between 30% and 50% of his/her time based in the HEI.
- 5.3 Time spent in the HEI should include (but is not limited to):
- 5.3.1 structured coursework; and
  - 5.3.2 Research Project requirements (where for example access to specialized equipment is not available in the Employment Participant).
- 5.4 The Researcher must maintain his/her principal residence in Ireland for the duration of the Scholarship.
- 5.5 While it is expected that the Researcher will pursue his/her Research Project to completion while registered at the HEI originally nominated and/or employed by the Employment Participant originally nominated, it is recognised that there may be very exceptional circumstances in which a change of Academic Supervisor, HEI or Employment Participant may be requested. In such circumstances the Researcher, the Academic Supervisor and the Employment Mentor 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.
- 5.6 The Researcher must inform the Council of any change of address, telephone, or e-mail address within two (2) weeks of any such change.

## **6 THE ACADEMIC SUPERVISOR**

- 6.1 The Academic Supervisor is responsible for supporting and guiding the academic quality of the research, ensuring that it fully meets the academic requirements of the award of a postgraduate degree.
- 6.2 The Academic Supervisor, in collaboration with the Employment Mentor and the Researcher, must create a 'Research and Career Development Plan' as a method for developing a comprehensive work plan for the duration of the Scholarship.
- 6.3 Notifying the Council directly should the Researcher discontinue the Scholarship for any reason;

## **7 THE HIGHER EDUCATION INSTITUTION (HEI)**

- 7.1 The Higher Education Institution must be based in the the Republic of Ireland.
- 7.2 The HEI is responsible for:
  - 7.2.1 appointing the Academic Supervisor with responsibility for supporting and guiding the research work of the Researcher;
  - 7.2.2 implementing its own quality assurance policies and procedures;
  - 7.2.3 providing the facilities needed for the purposes of the HEI element of the Research Project, including providing full access to and the use of equipment and services available in the HEI;
  - 7.2.4 making the appropriate funding available to the Employment Participant as outlined herein; and
  - 7.2.5 full accountability for proper use of public funds. Any unspent funds received by the HEI from the Council must be reimbursed to the Council at agreed intervals.
- 7.3 The HEI must submit to the Council an annual report of expenditure against the approved categories of expenses associated with the Scholarship. A standardised format will be mandated by the Council.
- 7.4 The HEI in consultation with the Researcher, the Academic Supervisor and the Employment Participant will develop a 'Research and Career Development Plan' for the Researcher with a view to developing a dynamic career, beyond the period of

the Scholarship. Informative guidelines (“Good Practice Guide in the Organisation of PhD Programmes”) are available to download from [www.iugb.ie](http://www.iugb.ie).

- 7.5 The HEI in consultation with the Academic Supervisor and the Employment Participant 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 without prejudice to the generality of the foregoing 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).
- 7.6 The HEI must have clear ethical guidelines and assurance procedures in relation to research in place. Where a Researcher’s proposal requires approval by the relevant HEI’s Ethics Committee, written evidence of such ethical approval will need to be obtained and available for examination by the Council.
- 7.7 The HEI 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 HEI should have effective mechanisms for identifying scientific misconduct and clearly publicised and agreed procedures for investigating allegations of such misconduct.
- 7.8 The HEI will return all unspent funds to the Council at the termination of the Scholarship.
- 7.9 The Council reserves the right to ask for confirmation from External Auditors of the HEI of the following:
  - 7.9.1 the annual accounts of the HEI are up to date and have been approved by the Auditors without qualification;
  - 7.9.2 the management letter from the Auditors raised no matters that did or could significantly affect the administration of research Scholarships awarded by the Council; and
  - 7.9.3 the Scholarship Fund has been used for the purpose for which such Scholarship Fund was awarded.
- 7.10 The Council reserves the right to commission audits of a participating HEI for financial or other compliance. The HEI undertakes to fully facilitate these audits or reviews.



## **8 THE EMPLOYMENT PARTICIPANT**

- 8.1 The Employment Participant can be either a company (with a physical operational base located in the Republic of Ireland) or a public organisation (with a physical operational base located in the Republic of Ireland).
- 8.2 The Employment Participant must:
- 8.2.1 have the capacity to provide professional guidance and to provide access to experimental facilities or data;
  - 8.2.2 have a professional working environment capable of supporting the Research Project;
  - 8.2.3 designate an Employment Mentor capable of supervising the Researcher with regard to business aspects of research and innovation and the Employment Participant's related aspects of the Research Project and contribute to the overall formation of the Researcher;
  - 8.2.4 be in a position to financially support the Research Project;
  - 8.2.5 ensure that the Research Project is embedded in the Employment Participant's organisation;
  - 8.2.6 must enter into and have a binding collaboration agreement with the Higher Education Institute to include provisions dealing with Intellectual Property Rights;
  - 8.2.7 must support the Researcher and the Academic Supervisor in submitting a progress report to the Council on an annual basis. The progress report will include the Employment Participant's financial report and an auditor's statement (template forms will be provided); and
  - 8.2.8 operate PAYE/PRSI/USC withholding on the salary paid by the Employment Participant to the Researcher and remit the relevant tax to the Revenue Commissioners in line with the normal payroll procedures.

## **9. Accountability**

- 9.1 The HEI and the Employment Participant will accept full accountability for the management, monitoring and control of the Research Project.
- 9.2 The HEI and the Employment Participant 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, 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.

- 9.3 The HEI as the recipient of the scholarship fund may be liable for reimbursement to the Council of the Scholarship Fund, in whole or in part, if it is reasonably deemed by the Council to have failed to meet any of its responsibilities as set out in these Terms and Conditions.
- 9.4 The Council accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work funded by the Scholarship. The HEI and the Employment Participant 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 related to employment or otherwise, or any claims by any person in relation to any Intellectual Property.

## **10 KNOWLEDGE TRANSFER**

- 10.1 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'.
- 10.2 A research agreement (including, reference to Intellectual Property Rights and confidentiality) must be in place between the HEI and the Employment Participant before the Scholarship can commence. The terms of any such agreement must not conflict with those outlined in this document.
- 10.3 A copy of any research agreement between the HEI and the Employment Participant must be made available to the Council.
- 10.4 Neither the Council nor the HEI makes any claim to any intellectual property arising from the Scholarship.

## **11 PUBLICATIONS AND ACKNOWLEDGEMENT OF SCHOLARSHIP SUPPORT**

- 11.1 All proposed publications arising from the Research Project must have the approval of the Academic Supervisor and the Employment Mentor. All parties must comply with confidentiality as outlined in the research agreement referred in Clause 10.2.

- 11.2 All public lectures and/or publications or public interviews given or issued by the Researcher which arise from the Research Project supported by the Council must contain an acknowledgement of funding received from the Council.
- 11.3 The Council has established and will promote the following policy relating to the placement of research publications in open access repositories (it is accepted that there will be recognised instances in which the following provisions might not be feasible, in such eventualities the Researcher should contact his/her Academic Supervisor for advice):
- 11.3.1 a Researcher must lodge his/her publications resulting in whole or in part from a Scholarship award in an open access repository as soon as possible after publication, and make same openly accessible within six (6) calendar months at the latest;
  - 11.3.2 the open access repository should ideally be a local institutional repository to which the appropriate rights must be granted to replicate to other repositories;
  - 11.3.3 a Researcher 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;
  - 11.3.4 deposits should be made upon acceptance by the journal/conference;
  - 11.3.5 open access repositories should release the metadata immediately, with access restrictions to full text article to be applied as required;
  - 11.3.6 open access should be available as soon as practicable after the Researcher requested embargo, or before the expiration of six (6) months, whichever is earliest;
  - 11.3.7 suitable repositories should make provision for long-term preservation of and free public access to published research findings; and
  - 11.3.8 it should be noted that further information on the open access policy is available on the Council's website at [www.research.ie](http://www.research.ie)

## **12 REPORTING**

- 12.1 The Council attaches considerable importance to procedures for monitoring research performance and ensuring effective progress under the Scholarship.

- 12.2 The Researcher, the Academic Supervisor and the Employment Mentor will be required to submit an annual joint progress report to the Council for each academic year of the award.
- 12.3 The format of the progress report will be determined by the Council and will include but will not be limited to the following: (a) career development progress; (b) research progress and (c) financial update.
- 12.4 It will be the responsibility of the Researcher to ensure that all progress reports are submitted on time. The timely submission of these reports is a condition of holding and renewing the Scholarship.
- 12.5 The Council retains the right to terminate the Scholarship if progress reports are not submitted on time or if the Council receives an unsatisfactory report.
- 12.6 Where a Scholarship is terminated, the Council will not maintain any responsibility for continued Scholarship payments to the HEI and will be entitled to seek recovery of some or all monies which have been awarded as part of the Scholarship.
- 12.7 The Council may require the Researcher to attend such events or meetings as are arranged by the Council.

### **13 DEFERRAL AND TERMINATION**

- 13.1 The 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.
- 13.2 The scholarship will automatically cease one (1) month after the submission of the Researcher's thesis. The scholarship fund will be reduced accordingly if the thesis is submitted more than three (3) months before the expiration date of the Scholarship.
- 13.3 The Council recognises that for personal, professional or other reasons the Researcher may wish to terminate his/her Scholarship prematurely. This action should not be taken without prior consultation with the Council.
- 13.4 Where the Researcher intends to prematurely terminate the Scholarship the Council will require evidence of academic progress to the date of departure. In the event that the Council deems the Researcher's progress inadequate, the Council may pursue the HEI as the recipient of the scholarship fund for reimbursement of amounts expended.

- 13.5 Should the Researcher be unable for any reason (including medical reasons) to pursue his/her research in accordance with the Terms and Conditions of the Scholarship, he/she must inform the Council within two (2) weeks of such a situation coming to his/her attention. In such situations, the Council will have regard to the usual conventions of the Researcher's host Institution. However, given the basis on which Scholarships are awarded, the Council reserves the right to withdraw or suspend the Scholarship.
- 13.6 The Council may suspend or terminate the Scholarship and/or require reimbursement by the HEI as the recipient of the scholarship fund of some or all payments as have already been made to the Researcher if any of the terms and conditions as outlined in this document are breached.

#### **14 GENERAL CONSIDERATIONS**

- 14.1 Good practice 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.
- 14.2 The Council may review and amend the Terms and Conditions set out herein at any time.
- 14.3 These Terms and Conditions shall be governed and construed in accordance with the laws of Ireland and shall be subject to the jurisdiction of the Irish Courts.