



**CAREER-FIT PLUS  
CAREER DEVELOPMENT FELLOWSHIPS  
IN THE NATIONAL TECHNOLOGY  
CENTRE AND TECHNOLOGY GATEWAY  
PROGRAMMES**

Terms and Conditions

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# 1 DEFINITIONS

1.1 **Academic mentor** shall mean the person (or persons) responsible for supporting and mentoring the fellow for the whole duration of the fellowship and ensuring the academic quality of the research produced during the fellowship. An academic mentor must be an academic staff member of the host institution and should be expected to be employed by the proposed host institution for the entire duration of the fellowship. Academic mentors are permitted to support more than one fellow under the Career-FIT<sup>1</sup> and Career-FIT PLUS programmes.

1.2 **Career-FIT PLUS** is the project title for the Enterprise Ireland Career Development Fellowships in the Technology Centre Programme and Technology Gateway Programme, co-funded by Enterprise Ireland and the European Union. This project has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 847402.

1.3 **EI** shall mean Enterprise Ireland.

1.4 **Experienced Researcher (ER)** is a person in possession of a doctoral degree or a person who has at least four years of full-time equivalent research experience at the time of application.

1.5 **Fellow** or **Career-FIT PLUS fellow** shall mean the person awarded a Career-FIT PLUS fellowship. Career-FIT PLUS fellows will be Marie Skłodowska-Curie fellows.

1.6 **Fellowship** or **Career-FIT PLUS fellowship** shall mean the EI Career-FIT PLUS fellowship co-funded by Marie Skłodowska-Curie Actions as outlined in the Letter of Offer.

1.7 **Fellowship fund** shall mean the funding for the fellowship.

1.8 **Full-time equivalent research experience** is measured from the date when a researcher obtained the degree which would formally entitle him/her to embark on a doctorate, either in the country in which the degree was obtained or in the Republic of Ireland.

1.9 **Funding term** shall mean the period between the official start date and agreed end date of the fellowship.

1.10 **Higher Education Institution (HEI)** is defined within the meaning of Section One of the Higher Education Authority Act, 1971; and/or approved for the purposes of the Free Fees Initiative; and/or in receipt of some other form of public funding from the Department of Education and Skills. A list of Irish HEIs is provided on the [Higher Education Authority website](#).

1.11 **Host institution** shall mean the eligible HEI or Research Performing Organisation (RPO) or Research & Technology Organisation (RTO) in Ireland which will be employing the fellow for the entire duration of the fellowship and where the fellowship will be held.

1.12 **Host organisation(s)** shall refer collectively to any host institution and company partner.

1.13 **Ireland** shall for the purpose of the scheme mean the Republic of Ireland.

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<sup>1</sup> Career-FIT is a trans-national scheme launched in 2018 and co-funded by Enterprise Ireland and the European Union (grant agreement number 713654) that offers an opportunity for experienced researchers worldwide to develop their careers in market-focused applied research in Ireland's Technology Centres. Information about the projects funded can be found here: <https://www.horizon2020.ie/career-fit/case-studies/#>

1.14 **Partner company** shall mean a company based in Ireland that is trading in order to make a profit. A partner company is permitted to support more than one fellow under the Career-FIT and Career-FIT PLUS programmes, as long as it has the capacity and infrastructure required to support the relevant research work and to provide training and tutoring to more than one fellow should more than one proposal be successful.

1.15 **Research Performing Organisations (RPO) / Research & Technology Organisations (RTO)** might be host institutions if they possess an existing in-house capacity to carry out research that materially extends and enhances the Irish research base.

1.16 **Research project** shall mean the research work proposed by the fellow in their Career-FIT PLUS application and approved by the Enterprise Ireland via the Letter of Offer.

1.17 **Secondment** shall mean a mandatory temporary assignment of the fellow to the partner company(ies) in Ireland, to engage in the fellowship research and career and training development activities while embedded within the partner organisation.

1.18 **Secondment mentor** or **company mentor** shall mean the person (or persons) employed by the partner company(ies) and designated by them as being responsible for supporting and mentoring the fellow in relation to the partner company's involvement in the fellowship.

## 2 FELLOWSHIPS DESCRIPTION

2.1 Enterprise Ireland has been awarded funding by the European Commission under the Horizon 2020 Marie Skłodowska-Curie Actions to co-fund a research fellowship scheme with international, intersectoral and interdisciplinary mobility elements. The aims of the fellowships are to support suitable highly qualified experienced researchers in any discipline to:

- Conduct research relevant to the Technology Centres/Technology Gateways;
- Engage in collaboration with suitable companies;
- Experience and benefit from international mobility;
- Avail of relevant training and career development opportunities;
- Increase their chances of gaining a future senior research position, including in the non-academic sector.

2.2 Career-FIT PLUS fellowships will be subject to the terms and conditions stipulated in the grant agreement in respect of the fellowships scheme signed by the Research Executive Agency, under the power delegated by the European Commission, and by Enterprise Ireland. The applicable model grant agreement is available for consultation on the [European Commission's website](#).

2.3 All fellowships should commence at the latest by 1<sup>st</sup> July 2021.

2.4 Researchers awarded a Career-FIT PLUS fellowship will be employed by a host institution in Ireland for three years, with a mandatory secondment of between six- and twelve-months' duration during this time to the company partner(s) in Ireland.

2.5 Awards under the Career-FIT PLUS fellowship scheme are made to the individual fellow and can only cover the fellow's activities under the Career-FIT PLUS fellowship.

2.6 While the award is made to the individual fellow, the fellowship fund is administered through the appropriate office within the fellow's host institution.

### 3 ELIGIBILITY CRITERIA

3.1 All Career-FIT PLUS applicants must fulfill the criteria for one of the following two experienced researcher types:

3.1.1 Experienced researcher type 1: has been awarded their doctoral degree before the deadline of the Career-FIT PLUS call;

3.1.2 Experienced researcher type 2:

- does not hold a doctoral degree, but holds a master's degree or an undergraduate degree such as a bachelor's degree or [equivalent](#), enabling him/her to embark on a doctorate in Ireland or the country in which the qualification was obtained; AND

- before the Career-FIT PLUS call deadline, has completed at least four years of full-time equivalent research experience following the qualification which would enable her/him to embark on a doctorate in Ireland or the country in which the qualification was obtained.

3.2 Eligible applicants are those of any nationality or residency who have not been (resided or carried out their main activity) in Ireland for more than twelve months in the three years prior to the Career-FIT PLUS call deadline.

3.2.1 For refugees under the Geneva Convention, the duration of the refugee procedure will not be counted as a period of residence in Ireland.

3.3 If not a national of an EU member state, fellows must satisfy the Irish regulations on immigration and have the support of their host institutions with respect to these regulations and requirements.

3.4 Applicants must be able to communicate to the requisite standard through the English language. A statement by the host institution confirming this will be required as part of the endorsement of the application.

3.5 Career-FIT PLUS applicants must not be a permanent member of staff in the host organisation (whether host institution or partner company).

3.6 As part of eligibility checking, EI reserves the right to request documentary evidence after the call deadline. Where information provided by the applicant is found to be incorrect or cannot be verified, EI reserves the right to withdraw the award.

3.7 Applicants must specify the Technology Centre / Technology Gateway with which they and their research project will be associated. Eligible Technology Centres / Technology Gateways are those that meet the following criteria:

- the foreseen longevity of the Centre's/Gateway's activities extends beyond the Career-FIT PLUS fellowships duration;
- the Centre/Gateway has a minimum of ten affiliated researchers/staff to provide a research environment suited to career development of the incoming fellow.

3.8 Eligible partner companies are based in Ireland and have business operations that engage in commercial exchanges with the goal of earning profits; they are trading in order to make a profit. They can either already be affiliated to the Technology Centre/Technology Gateway or become affiliated as a result of the fellowship award.

3.9 Eligible Academic mentors are employed by the host institution and affiliated with a Technology Centre/Technology Gateway.

3.10 Only applications including eligible host institutions, eligible partner companies and eligible Technology Centres / Technology Gateways will be eligible.

3.11 Eligibility criteria for each proposal are checked by Enterprise Ireland. Proposals which do not fulfil these criteria will be removed from the evaluation process.

## 4 EVALUATION CRITERIA

4.1 Fellows will be selected following an open, transparent, merit-based, impartial and equitable selection procedure, based on international peer review. Details of the process and evaluation criteria are provided in the Guide for Applicants.

4.2 Only complete applications submitted before the deadline by eligible applicants and supported by eligible host organisations will be assessed.

## 5 FELLOWSHIP FUNDS

5.1 The value of the Career-FIT PLUS fellowship will be calculated using the principles of the Marie Skłodowska-Curie Actions and will consist of the following components:

- Payment to the host institution for the fellow's living allowance (salaries, social security contributions, taxes and other costs included in the remuneration in line with national legislation) in the amount of up to €64,350 per annum.
- Payment to the host institution for the fellow's mobility allowance in the amount of €7,200 per annum. No additional funds are available for travel/accommodation related to secondments in a different location than where the host institution is.
- Payment to the host institution for the fellow's family allowance in the amount of €3,000 per annum, where applicable.
- Payment to the host institution for the fellow's eligible direct research, training and networking costs to enable the fellow to carry out the fellowship, in the amount of €9,600 per annum. Eligible direct research, training and networking costs include essential

research supplies such as small consumables; pay-as-you-go access to national research infrastructure; software and hardware critical for the research to be obtained in the first year of the award; archival research costs; books and journals; conference travel and participation; generic and/or specialist disciplinary skills training; and publishing and write-up costs. Only eligible vouched expenses necessary for implementation of the fellowship, incurred by the fellow within the funding term and invoiced during the funding term will be funded. Membership costs, stipends for students, salary for research assistants or similar salary costs are not eligible direct research costs under the scheme.

5.2 The living allowance, mobility allowance and family allowance are subject to certain statutory deductions. Fellows are advised to liaise with their host institution to ascertain the applicable deductions.

The table below serves as a mere indication of the applicable rates. The final figures applicable to the individual fellow will be calculated on the basis of the eligibility check and host institution status and will be included in the Letter of Offer.

	<b>LIVING ALLOWANCE</b>	<b>MOBILITY ALLOWANCE</b>	<b>FAMILY ALLOWANCE</b>	<b>TOTAL</b>
<b>Net Funding per annum (Gross Salary)</b>	€49,103	€6,484	€2,702	€58,289
<b>Employer's PRSI</b>	€5,426	€716	€298	€6,440
<b>Employer's Pension</b>	€9,821	€0	€0	€9,821
<b>Gross Funding per annum</b>	€64,350	€7,200	€6,000	€77,550
<b>Gross Funding per month</b>	€5,363	€600	€500	€6,463

5.3 The family allowance will be paid in case the fellow has family obligations. In this context, family is defined as persons linked to the fellow:

- by marriage;
- by a relationship with equivalent status to a marriage recognized by the legislation of the country or region where this relationship was formalized. Only legal and official certificates attesting to the civil union (or legitimate evidence of consistent cohabitation for at least 12 months prior to the application for those countries where civil unions are not recognized) will be accepted;
- as dependent children who are being maintained by the fellow.

The family status of an applicant will be determined at the date of deadline of the call and will not be revised during the lifetime of the action. Official translations of documents that are not in the English language will be requested.

5.4 A contribution towards indirect research costs in the amount of €1,200 per annum to support the host institution with costs associated with hosting the fellow, guiding, monitoring and documenting their training and development, and supporting good working conditions.

5.5 Paid maternity leave in line with the Maternity Protection Acts 1994 & 2004.

5.6 The maximum that can be spent in any year of a Career-FIT PLUS fellowship is the relevant annual allowances as specified in the Letter of Offer, plus any unspent balance of eligible

direct research support expenses carried over from the previous year of the fellowship if applicable. Apart from this, funds may not be carried forward from one year to the next.

5.7 Funding will be provided only for the implementation of the research project and the career training and development plan as presented in the application form. If any departures from this are intended or become apparent, the prior consent of EI must be sought.

5.8 Expenses related to activities that occur outside the funding term are not eligible under the fellowship.

5.9 The fellowship will be subject to Irish Revenue Law. Compliance with Irish laws and national regulations on taxation will be a matter for resolution between the fellow, the host institution and the Irish Revenue Commissioners.

## 6 FELLOWSHIP CONDITIONS

6.1 Acceptance of the award is subject to these Terms and Conditions and the Guide for Applicants which, in conjunction with the Letter of Offer and completed and signed Acceptance Form, constitute the basis on which the award is held.

6.2 Fellowships are held subject to these Terms and Conditions. If any of these are breached by a fellow, EI may suspend or terminate the fellowship and/or may require reimbursement of such payments as have already been made to the fellow.

6.3 Fellows are required to adhere to the general principles and requirements of the [‘European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers’](#) as applicable to researchers.

6.4 Fellows must be employed full-time by the host institution for the entire duration of their Career-FIT PLUS fellowship.

6.5 Arrangements with respect to immigration and the entitlement to work in Ireland will be a matter for settlement between the fellow and their host institution and the relevant state authorities as applicable.

6.6 Fellows must be affiliated with an eligible HEI/RPO/RTO in Ireland. A complete list is included in the Guide for Applicants.

6.7 Fellowships may not be held or continued at any organisation other than the host organisations and with the mentors specified in the application form, except with the prior agreement of EI.

6.8 Career-FIT PLUS fellows must maintain their principal residence in Ireland during the entire duration of the fellowship. They must maintain an actual presence within the appropriate unit in their respective host institution and must reside within a reasonable travelling distance of the host organisations.

6.9 EI requires that fellows have regular and sufficiently frequent contact with their academic mentor(s) and secondment mentor(s).



6.10 Notwithstanding clauses 6.7 and 6.8, EI recognises that the fellows may benefit from spending part of the duration of the fellowship away from their host organisation. Such periods may involve attending courses relevant to the fellow's training or career development and are subject to prior EI approval.

6.11 While EI expects fellows to complete their research at the host organisations, EI recognises that exceptional circumstances may call for a change of location or of a mentor. In these cases, the fellow and the proposed new mentor/host organisation must write to EI stating the case for the change. EI will examine the submission on its merits and respond with a decision on whether funding will continue in the new circumstances.

6.12 The fellow, the academic mentor and the secondment mentor are required to create a Training and Career Development Plan as a method for developing a comprehensive work plan for the life of the fellowship and with a view to developing a dynamic career beyond the fellowship period.

6.13 A record must be kept of training and career development activities completed by the fellow and these must be reported in progress reports submitted to EI.

6.14 Fellows must be fully dedicated to the research training activities of their fellowship and should not engage in any remunerated activity other than developing the stated research project and implementing the Training and Career Development Plan.

6.15 Teaching activities within the host institution may be permitted provided that they do not interfere with the research project and do not exceed a total of 50 hours per academic term. Any teaching activity will have to be reported to EI as part of the progress report mechanism.

6.16 EI may require the fellow to attend training sessions, research events, meetings and similar as arranged by EI.

6.17 The fellowship is not intended to substitute for or to augment funds available under programmatic research actions. It may be held in conjunction with other externally funded travel or equipment grants provided that:

6.17.1 Should the fellow apply for further funding to another source, they will state as part of that application (whether or not the fellow is required to do so) that they hold a Career-FIT PLUS Marie Skłodowska-Curie fellowship and will notify EI prior to submitting the application.

6.17.2 The value of other funding is not more than €20,000 in any given year during the life of the fellowship. However, EI recognises that, from time to time, awards which exceed this limit may independently recognise the outstanding merit of an awardee during the term of the fellowship. In such circumstances, fellows are advised that in exceptional cases, and then only on a case-by-case basis, they may hold such major personal awards in conjunction with the funding provided by EI. The acceptance of such further awards during the term of the fellowship is subject to the prior approval of EI.

6.17.3 Fellows who have other sources of funding (other than through paid employment) such as travel grants, etc. must inform in writing the appropriate offices in the host institution and EI about the amount and source of the funding. This information must also be recorded in the required progress reports. This applies to research

funding received before or during the life of the fellowship. No double-funding will be allowed.

6.17.4 The other funder(s) agrees that the Career-FIT PLUS fellowship can be held alongside their award. EI will not involve itself in the decisions of other funding agencies in this regard.

## 7 KNOWLEDGE TRANSFER

7.1 Fellows must take measures aiming to ensure the exploitation of the research project results (either directly or indirectly, in particular through transfer or licensing) by:

- Using them in further research activities;
- Developing, creating or marketing a product or process;
- Creating and providing a service; or
- Using them in standardization activities.

The European [Commission Recommendation on the management of intellectual property in knowledge transfer activities](#) (including Points 1 & 2 of the Code of Practice annexed to it) must be implemented.

7.2 EI encourages the commercialisation of research output as outlined in [Ireland's National IP Protocol 2019](#) and [Putting public research to work for Ireland Policies and procedures to help industry make good use of Ireland's public research institutions](#).

7.3 EI does not make any claim to intellectual property arising from the fellowship.

7.4 The host organisations must establish rules and procedures for protecting and managing any intellectual property arising during the fellowship as applicable and set these in a written agreement. These rules and procedures must be in accordance with the applicable national guidelines and Horizon 2020 requirements as stipulated in the model grant agreement (see clause 2.2).

7.5 Applications for protection of results including patent applications must include acknowledgement of Career-FIT PLUS funding under Marie Skłodowska-Curie Actions.

7.6 The Research Executive Agency (on behalf of the European Commission) may object to a transfer of ownership or the exclusive licensing of results if:

- it is to a third party established in a non-EU country not associated with Horizon 2020 and
- the Agency considers that the transfer or license is not in line with EU interests regarding competitiveness or is inconsistent with ethical principles or security considerations.

## 8 DISSEMINATION OF RESULTS

8.1 Fellows must promote their research project by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.

8.2 Unless it goes against the legitimate interests of the fellow and the host organisations, the fellow must – as soon as possible – disseminate results of their research project by disclosing them to the public by appropriate means (other than those resulting from protecting or exploiting the results), including in scientific publications (in any medium).

8.3 Any communication and dissemination activity related to the research project must:

- clearly display the Enterprise Ireland logo and the European Union emblem and
- include the following statement: “This project has received funding from the European Union’s Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No. 847402”.

8.4 Any communication and dissemination activity related to the research project must indicate that it reflects only the fellow’s view and that neither EI nor the European Commission are responsible for any use that may be made of the information that it contains.

8.5 Fellows must ensure open access (free of charge online access for any user) to all peer-reviewed scientific publications relating to the research project results. In particular they must:

- as soon as possible and at the latest on publication, deposit a machine-readable electronic copy of the published version or final peer-reviewed manuscript accepted for publication in a repository for scientific publications;
- aim to deposit at the same time the research data needed to validate the results presented in the deposited scientific publications;
- ensure open access – via the repository – to the deposited publication at the latest: (i) on publication, if an electronic version is available for free via the publisher, or (ii) within six months of publication (twelve months for publications in the social sciences and humanities) in any other case;
- ensure open access – via the repository – to the bibliographic metadata that identify the deposited publication.

8.6 Open access to scientific publications will be governed by the rules relating to the placement of research publications and outputs in open access repositories as applicable under the model grant agreement (see clause 2.2) and the [Guidelines to the Rules on Open Access to Scientific Publications and Open Access to Research Data in Horizon 2020](#).

8.7 All proposed publications arising from the Career-FIT PLUS research work must have the approval of the academic mentor. Advance notice of any such application must be provided to the secondment mentor, or an approval from the secondment mentor must be obtained in addition to that of the academic mentor, as per the agreement concluded between the host institution and the partner company.

8.8 Any publication, article, paper etc must also comply with articles 8.3 and 8.4.

## 9 ETHICS AND RESEARCH INTEGRITY

9.1 Fellows must carry out their research project in compliance with:

- ethical principles (including the highest standards of research integrity) and
- applicable international, EU and national law.

Activities carried out outside the EU that are prohibited in all Member States or activities which destroy human embryos (for example, for obtaining stem cells) are not permitted.

9.2 Fellows must ensure that the activities under their research project do not:

- aim at human cloning for reproductive purposes;
- intend to modify the genetic heritage of human beings which could make such changes heritable (with the exception of research relating to cancer treatment of the gonads), or
- intend to create human embryos solely for the purpose of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.

9.3 All Career-FIT PLUS fellowship-related activities must have exclusive focus on civil applications.

9.4 EI is committed to the maintenance of high ethical standards in the research that it funds.

9.5 The host organisations must have in place clear ethical guidelines and assurance procedures designed to manage the research project under their direction.

9.6 The host institution is responsible for ethical approval and monitoring of the Career-FIT PLUS fellowship activities and evidence of such approval and monitoring implementation will be required in the progress reports.

9.7 Fellows are required to give careful consideration to ethical issues which may arise in the course of their research. If ethical issues arise in their research, fellows are required to submit a written statement to EI to the effect that full consideration has been given to the ethical implications of the research proposal. This statement must also outline the fellow's proposed resolution of the ethical issue(s) arising.

9.8 Where a fellow's research proposal requires approval by the host institution's Ethics Committee, written evidence of such ethical approval is required by EI before activities for which ethical approval are required commence, but no later than three months after the start date of the fellowship.

9.9 Career-FIT PLUS fellowships are also governed by the [fundamental ethical principles of Horizon 2020](#). Horizon 2020 rules take precedence over national rules.

9.10 All host organisations must ensure that the highest quality of research conduct is maintained. This implies compliance with the following fundamental principles:

- reliability in ensuring the quality of research reflected in the design, the methodology, the analysis and the use of resources;

- honesty in developing, undertaking, reviewing, reporting and communicating research in a transparent, fair and unbiased way;
- respect for colleagues, research participants, society, ecosystems, cultural heritage and the environment;
- accountability for the research from idea to publication, for its management and organisation, for training, supervision and mentoring, and for its wider impacts.

9.11 Enterprise Ireland promotes the conduct of publicly funded research to the highest standards of integrity and best practice. Fellows are encouraged to avail of the online Research Integrity training provided by the host institution's Research Office, in the first 6 months of their fellowship.

9.12 Host organisations must ensure that there are formal, fair and effective processes in place for the investigation of allegations of research misconduct (for example, plagiarism, falsification or fabrication of data, improper data selection, misuse of research funds) when they arise. These processes, together with the agreed procedures for investigating allegations of research misconduct, must be transparent and clearly publicised. The systems in place to manage research misconduct should also align with the basic principles that underpin all research integrity and good practice as outlined in the national policy statement '[Ensuring Research Integrity in Ireland](#)' and in the '[European Code of Conduct for Research Integrity](#)' (revised edition 2017).

9.13 The host institution is required to report to EI all findings of any proven case of research misconduct arising from the Career-FIT PLUS research project.

## 10 FINANCE

10.1 Subject to the compliance of the fellow, mentors, and host organisations with these Terms and Conditions and subject to the receipt by EI of satisfactory reports on the progress of the fellowship, the fellowship will be paid to the fellow's host institution on a yearly basis, beginning with the first instalment when the fellowship commences.

10.2 All amounts payable in respect of Career-FIT PLUS fellowships are made to the fellow's host institution. EI does not transfer any funds directly to the fellow or any other organisation.

10.3 The host institution will coordinate payment of the award to the fellow. It is the responsibility of the fellow to contact the relevant research office at the host institution with regards to the administration of the fellowship fund.

10.4 The fellow, in collaboration with their academic mentor and secondment mentor, is responsible for appropriate financial planning and spending.

10.5 Payment of a Career-FIT PLUS fellowship is wholly subject to the continued receipt of funding by EI from the Department of Business, Enterprise and Innovation and the Research Executive Agency (REA). In the event of such funding being reduced or discontinued, EI will be under no liability to provide funding or to compensate a fellow for any reduction or cessation of such funding

10.6 The host institution is responsible for and accountable for the proper use of the fellowship fund for the entire duration of the fellowship and to keep all records and supporting documentation for a period of five years after the final payment.

10.7 EI reserves the right to ask the external auditors of the host institution for confirmation that:

- the annual accounts of the host institution are up to date and have been approved by the auditors without qualification;
- the management letter from the auditors raised no matters that did or could significantly affect the administration of fellowships awarded by EI;
- funds received under the fellowship have been used for the purpose for which they were awarded.

10.8 EI reserves the right to commission audits of the participating host institution for financial or other compliance. The host institution undertakes to fully facilitate these reviews.

10.9 EI accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work carried out under the fellowship. The host institution must fully indemnify EI against all such expenditure or liabilities and against any actions, proceedings, costs, damages, expenses claims and demands arising 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.

10.10 The host institution will return all unspent funds to EI at the end of the funding term or when the fellowship terminates.

## 11 PROGRESS REVIEW

11.1 EI attaches considerable importance to procedures for monitoring research performance and ensuring effective progress under the fellowships.

11.2 The fellow will be required to submit a comprehensive report annually, with a shorter report submitted midway through the year.

11.3 It will be the responsibility of the fellow to make sure that all progress reports are submitted on time. The timely submission of these reports is a condition of the continuation of the fellowship.

11.4 All reports will have to be submitted exclusively in the format provided by EI.

11.5 These reports must be accompanied by an evaluation of the progress of the fellowship from the academic mentor(s) and the secondment mentor(s).

11.6 Such reports, combined with other evidence of attainment, such as formal institutional approval, are a condition of the continuation of funding.

11.7 If the fellow does not submit a progress report on time, or if EI receives an unsatisfactory progress report or evaluation, the fellow will be informed of the unsatisfactory report. The fellow will be allowed to resubmit an amended report. EI reserves the right to convene a review

committee to evaluate the fellowship to date in accordance with the deliverables outlined in the original proposal (including the research plan, proposed outputs, and the career development and training plan).

11.8 If asked to do so, the fellow, academic mentor(s) and secondment mentor(s) must attend meetings with EI to provide an account of the progress or outcomes of the fellowship.

11.9 EI may suspend or terminate the fellowship where it deems necessary following review of the foregoing information and reports.

11.10 All fellowships may be subject to an external research audit and financial audit.

11.11 It will be the responsibility of the fellow's academic mentor(s) and secondment mentor(s) to ensure that if the fellow is not dedicating sufficient time or effort to the fellowship, EI is informed immediately.

11.12 It is the responsibility of the fellow to inform EI of any change of address, telephone, or email within two weeks of such a change. Fellows are also required to provide follow-up contact details after the termination of the fellowship and to complete and submit an evaluation questionnaire and a follow-up questionnaire provided by the Research Executive Agency.

## 12 DEFERRAL, SUSPENSION AND TERMINATION

12.1 Fellowships may not be deferred or suspended other than for eligible career breaks. Eligible career breaks include maternity leave, paternity leave, adoptive leave, and prolonged sick leave. Provision of documented evidence of an eligible career break will be required if a deferral or suspension is to be granted. The decision is at the discretion of EI whose decision on the matter will be final.

12.2 Where there is an agreed suspension of the fellowship, EI can consider fellows' requests for no-cost extensions beyond the funding term.

12.3 Fellows are entitled to maternity leave as per statutory Maternity Protection Acts 1994 and 2004 entitlements. Fellows should contact their host institution regarding their intended maternity leave and should also notify EI and the secondment mentor(s) promptly.

12.4 Fellows should contact the Department of Social Protection directly to ascertain whether they are entitled to maternity benefits.

12.5 EI recognises that for personal, professional or other reasons a fellow may wish to terminate their fellowship prematurely. Fellows are requested to inform EI, the academic mentor(s) and secondment mentor(s) promptly. They should also abide by the notice period rules of the host institution.

12.6 Should a fellow be unable for any reason (including medical reasons) to pursue their fellowship in accordance with these Terms and Conditions and the approved fellowship application, the fellow and academic mentor must, as soon as possible, inform EI, the secondment

mentor and the research office in the host institution. The fellow must do this no later than two weeks of such a situation coming to their attention. EI reserves the right to withdraw the fellowship.

12.7 Where the fellow prematurely terminates the fellowship, EI will require evidence of progress in implementation of the fellowship to the date of departure. In the event that EI deems the fellow's progress inadequate, EI may pursue the fellow, the host institution or both for reimbursement of the fellowship amounts received.

12.8 If the fellow terminates a fellowship EI is not responsible for continuing to pay funds to the host institution. EI may seek to recover some or all the funds allocated or used.

12.9 EI reserves the right to suspend or terminate the fellowship and/or require reimbursement by the host institution if in the opinion of EI there has been a material breach of the Terms and Conditions.

12.10 In case of early termination, all equipment purchased with the fellowship funds must be returned to the host institution.

## 13 RESPONSIBILITIES OF HOST ORGANISATIONS

13.1 Employment and working conditions for the Career-FIT PLUS fellows must be aligned with Irish employment conditions and with the 'European Charter for Researchers and the Code of Conduct for the Recruitment of Researchers', including but not limited to working conditions, recognition of the profession and equal opportunities. Host institutions must align the fellows' working conditions and entitlements to the ones that employed researchers with equivalent experience are entitled to.

13.2 Host organisations must have the capacity to provide professional guidance and mentoring to the fellow and provide access to experimental facilities or data as relevant to the fellowship.

13.3 Host organisations are required to provide the facilities and access to the equipment needed for the fellow to carry out the research, ensuring that all items of equipment and materials provided for the fellowship are adequately maintained and are accessible on reasonable terms and conditions as apply to other researchers/staff members. No additional funding will be available to this end.

13.4 A written agreement covering confidentiality, publication, intellectual property rights, transfer of funding from the host institution to the fellow, conditions of the fellow's secondment including the fellow's rights and responsibilities vis-à-vis the host organisations and other aspects of the fellowship as applicable must be in place between the host institution and the partner company(ies) before the fellowship can commence. The terms of any such agreement must not conflict with those outlined in this document or the Horizon 2020 model grant agreement. EI will request a copy of this agreement at the earliest availability.

13.5 The host institution must accept full accountability for managing, monitoring and controlling all work funded under the fellowship and management of the fellowship fund, in accordance with the award budget and the Horizon 2020 model grant agreement rules.



13.6 The host institution must ensure an academic mentor is appointed with responsibility for supporting and guiding the fellow. This academic mentor would normally be a principal investigator, or other suitably qualified person, and will be expected to be the host institution's staff member for the entire duration of the fellowship.

13.7 By providing institutional endorsement to a Career-FIT PLUS fellowship application, the host institution will confirm adherence to the Terms and Conditions throughout the whole duration of the fellowship (and beyond – see clause 10.6).

13.8 The host institution must conclude an employment contract with the fellow for the entire duration of the fellowship. The contract will be the same contract the host institution offers for all fixed-term contracts of equivalent grade, with the stipulation that the contract is held subject to continued funding from EI and the European Commission. The employment contracts will contain information about the statutory working practices which determine the conditions for implementing the fellowship. It shall not conflict with rules governing the fellowship.

13.9 The employment contract must specify:

- the law applicable to the employment contract;
- the nature of the appointment of the researcher in terms of status;
- the total duration of the fellowship, the start date and end date, and requirements relating to the mandatory secondment;
- details of the partner company for the mandatory secondment, details of the location of work and of the name of the fellow's academic mentor(s) and secondment mentor(s);
- the value of the allowances to be paid and arrangements for payment to the fellow. Payments will be made in euro;
- provisions for holidays and holiday pay, annual leave, sickness leave and maternity/paternity/adoptive leave;
- reference to the agreement between the host institution, partner company and fellow relating to intellectual property rights, as well as rules on confidentiality;
- the social security coverage and the pension provided to the fellow.

13.10 The host institution is responsible for arranging appropriate accident insurance for the fellow for the entire duration of the fellowship.

13.11 The partner company must ensure a secondment mentor is appointed to work with the fellow and their academic mentor(s), to offer advice (including career development and training) and to create a link with the partner company's research efforts.

13.12 Regular and sufficiently frequent contact should be maintained between the secondment mentor, the fellow and the academic mentor throughout the duration of the fellowship. This engagement will be monitored by EI and should it proved to be insufficient EI may request a change of appointed mentor(s) and/or organisation(s).

13.13 The academic and secondment mentors must engage with the fellow in compliance with the European Charter for Researchers and the respect of tenure, and cultural and gender differences.

13.14 All parties are entitled to be treated with courtesy and respect at all times and, accordingly, are encouraged to report any instances of infractions to EI. In cases where any party experiences

abusive or inappropriate behaviour, EI reserves the right to report any such behaviour to the relevant personnel in the organisation connected with the individual.

## 14 GENERAL CONDITIONS

14.1 These Terms and Conditions will be governed by and construed in accordance with the laws of Ireland. If a dispute concerning the interpretation of the Terms and Conditions cannot be settled amicably, the Irish courts have sole jurisdiction and all parties will expressly and irrevocably submit to it.

14.2 EI will strive to adopt procedures that are consistent with the policies of the Irish Government in relation to the development of the information society and accordingly properly authenticated electronic communications will be treated as legally equivalent to paper submission.

14.3 EI, the fellows and host organisations must follow the EU's General Data Protection Regulation (GDPR) and good practice on data protection, management and security. EI cannot be held legally liable for interference by any third party.

14.4 It is a condition of acceptance of a fellowship that fellows grant permission to EI to share data about the application with the European Commission and its agency REA, government departments and other national funding agencies for reporting, statistical and policy formation purposes.

14.5 EI reserves the right to revise the Terms and Conditions of this fellowship at any time. Any such revisions will be notified to the fellows and the participating host organisations.

14.6 REA is not responsible for the content of the Terms and Conditions not for the use that it may be made of it.

## 15 CONFLICTS OF INTEREST

15.1 A conflict of interest is a situation in which an individual has competing interests or loyalties between his/her private interests and official responsibilities. Competing interests can make it difficult to fulfil one's duties impartially. The conflict can be real, apparent, or potential. A conflict of interest exists even if no unethical or improper act actually results from it.

15.2 Applicants and mentors should avoid situations whereby conflicts of interests would exist under the mentorship arrangements proposed for a fellowship. Where practicable, personal relationships such as spouses, partners, parent/child, siblings or similar should not exist between the applicant and the proposed academic and secondment mentors.

15.3 It is recognised that in some cases potential conflicts of interest cannot be avoided, for example where a unique, highly specialised research expertise is required. Where a conflict of interests is unavoidable, including apparent and potential conflict of interests, the applicant and

the concerned mentor (academic or secondment mentor as relevant) are required to disclose the nature of the conflict of interests in their submission, and a second mentor (academic or secondment as relevant) will need to be arranged by the applicant and named in the application form.

15.4 Where the applicant and/or mentor fails to disclose a conflict of interests which will become apparent after the application deadline, EI reserves the right to deem the application ineligible and withdraw the award.