



**INNOVATIVE CAREER DEVELOPMENT
PROGRAMME THAT ENABLES
TALENTED, INTERNATIONAL
RESEARCHERS TO WORK ON
INDUSTRIALLY FOCUSED
SUSTAINABILITY RESEARCH PROJECTS**

Terms and Conditions



Co-funded by
the European
Union

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1 DEFINITIONS

- 1.1 **Academic supervisor** shall mean the person 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 supervisor must be an academic staff member of the host research organisation and is expected to be employed by the proposed host research organisation for the entire duration of the fellowship. Academic supervisors are permitted to support more than one fellow under the Sustain-FIT programme.
- 1.2 **Sustain-FIT** is the project title for the Enterprise Ireland Career Development Programme in Industrially Focused Sustainability Research, co-funded by the European Union. This project has received funding from the European Union's Horizon Europe research and innovation programme under the Marie Skłodowska-Curie grant agreement No 101177663.
- 1.3 **EI** shall mean Enterprise Ireland.
- 1.4 **Experienced Researcher (ER)** is a person in possession of a doctoral degree at the time of the call for proposals deadline.
- 1.5 **Fellow** or **Sustain-FIT fellow** shall mean the person awarded a Sustain-FIT fellowship. Sustain-FIT fellows will be Marie Skłodowska-Curie fellows.
- 1.6 **Fellowship** or **Sustain-FIT fellowship** shall mean the EI Sustain-FIT fellowship award co-funded by Marie Skłodowska-Curie Actions (MSCA) as outlined in the Letter of Offer.
- 1.7 **Fellowship fund** shall mean the funding for the fellowship.
- 1.8 **Funding term** shall mean 36 months from the start date of the fellowship.
- 1.9 **Host research organisation** 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.
- 1.10 **Host organisation(s)** shall refer collectively to any host research organisation and secondment enterprise.
- 1.11 **Ireland** shall for the purpose of the programme mean the Republic of Ireland.
- 1.12 **Research project** shall mean the research work proposed by the fellow in their Sustain-FIT application and approved by EI via the Letter of Offer.
- 1.13 **Secondment** shall mean a mandatory temporary assignment of the fellow to the secondment enterprise in Ireland, to engage in the fellowship research and career and training development activities while embedded within the secondment enterprise.
- 1.14 **Secondment enterprise** shall mean a company based in Ireland that is trading in order to make a profit. A secondment enterprise is permitted to support more than one fellow under the Sustain-FIT programme, 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 **Secondment mentor** shall mean the person employed by the secondment enterprise and designated by them as being responsible for supporting and mentoring the fellow in relation to the secondment enterprise's involvement in the fellowship.

2 FELLOWSHIPS DESCRIPTION

2.1 Enterprise Ireland has been awarded funding by the European Commission under the Horizon Europe 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 applied research relevant to the European Green Deal;
- Engage in collaboration with suitable companies;
- Experience and benefit from international mobility;
- Avail of relevant training and career development opportunities, as well as intersectoral mentorship;
- Increase their chances of gaining a future senior research position, particularly in industrially focused sustainability research.

2.2 Sustain-FIT fellowships will be subject to the terms and conditions stipulated in the grant agreement no. 101177663 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 Call Two Fellowships must commence within 6 months of the Fellowship offer.

2.4 Researchers awarded a Sustain-FIT fellowship will be employed by the chosen host research organisation in Ireland for three years, with a mandatory secondment of between six- and twelve-months' duration during this time to the secondment enterprise in Ireland.

2.5 Awards under the Sustain-FIT fellowship scheme are made to the individual fellow and can only cover the fellow's activities under the Sustain-FIT fellowship. Should the fellow leave the programme, the award will cease simultaneously.

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 research organisation.

3 ELIGIBILITY CRITERIA

3.1 All Sustain-FIT applicants must fulfill the following criteria at the date of the call deadline:

- 3.1.1 be postdoctoral researchers (i.e. in possession of a doctoral degree)
- 3.1.2 comply with the MSCA transnational mobility rule (article 3.2)

3.2 Eligible applicants are those of any nationality or residency who have not been resided or carried out their main activity (work, studies, etc) in Ireland for more than twelve months in the 36 months immediately before to the Sustain-FIT call deadline.

3.2.1 unless this time was part of a compulsory national service or a procedure for obtaining refugee status under the Geneva Convention.

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 (IELTS 7.0 and above).

3.5 Sustain-FIT applicants cannot be a permanent member of staff in the host organisations.

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 To be considered eligible, applications need to be complete, in English, include assented host organisations, supervisors/mentors and the required sectoral secondment of 6-12 months, be submitted online (Refugees' applications being the only acceptable exception) and by the set deadline, and include a completed Ethics checklist.

3.8 Eligible secondment enterprises 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. Enterprise mentors are expected to have been engaged in industry-academic research / innovation projects and have supervised researchers.

3.9 Eligible Academic supervisors are employed by the host research organisation. They can hold a PhD degree, with relevant supervisory experience (with at least 2 PhD students) or are active researchers within a Technology and Research Organisation with deep technical knowledge in their chosen area.

Combined the academic supervisor and the enterprise mentor should have a minimum of 4 years' experience evidenced where appropriate, by a publication record of >10 peer reviewed articles in the last 10 years and/or be engaged in industry / academic research and innovation projects.

3.10 Only applications including eligible host research organisations, eligible secondment enterprises, and eligible supervisors / mentors will be eligible. Applicants will need to engage with them in order to submit a complete application.

3.11 Applications proposing projects that have been partly/fully funded by EI or another funding agency are not eligible.

3.12 Eligibility criteria for each proposal are checked by the Eligibility Panel. 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.

4.3 An interview stage will follow the remote evaluation stage for those applicants whose score has met the funding threshold. Interviews are conducted exclusively during the scheduled period (see Guide for Applicants). It is the applicants' responsibility to free their calendar and make themselves available in that period.

5 FELLOWSHIP FUNDS

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

- Payment to the host research organisation 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 €67,200 per annum.
- Payment to the host research organisation for the fellow's mobility allowance in the amount of €7,440 per annum.
- Payment to the host research organisation for the fellow's family allowance in the amount of €9,000 per annum, where applicable.
- Payment to the host research organisation for the fellow's eligible direct research, training and networking costs to enable the fellow to carry out the fellowship, in the amount of up to €10,800 per annum. Eligible direct research, training and networking costs include essential research materials; software and hardware critical for the research to be obtained in the first year of the award; conference travel and participation; generic and/or specialist disciplinary skills training; and publishing 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/other costs for students, research assistants or similar 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 research organisation to ascertain the applicable deductions.

The table below serves as a mere indication of the applicable rates. The figures applicable to the individual fellow will be calculated on the basis of the fellow's and their host research organisation's specific statuses and will be included in the Letter of Offer.

	LIVING ALLOWANCE	MOBILITY ALLOWANCE	*FAMILY ALLOWANCE	TOTAL
Fellow Gross Salary	€51,239	€6,200	€7,500	€64,939

Employer Pay Related Social insurance	€5,713	€691	€836	€7,241
Employer Pension Levy	€10,248	€1,240	€1,500	€12,988
Funding per annum	€67,200	€7,440	€9,000	€83,640
Funding per month	€5,600	€620	€750	€6,970

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 research organisation 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 A special needs allowance can be requested by fellows with disabilities whose long-term physical, mental, intellectual or sensory impairments are certified by a competent national authority and of such nature that their participation in the fellowship would not be possible without the special needs items or services. These items or services cannot be already covered from another source (such as social security or health insurance).

5.7 The maximum that can be spent in any year of a Sustain-FIT 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.

5.8 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.

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

5.10 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 and exclusively for the Sustain-FIT project by the host research organisation for the entire duration of their Sustain-FIT fellowship, which is 36 months.

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 research organisation 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 supervisors/mentors specified in the application form, except with the prior agreement of EI.

6.8 Sustain-FIT 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 research organisation 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 supervisor and secondment mentor.

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 research organization for training purposes. 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 supervisor/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, with the help from the academic supervisor and the secondment mentor are required to create a detailed Professional Research and Career Development Plan (PRCDP) 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 PRCDP.

6.15 Teaching and student supervising activities within the host research organisation 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 / student supervision 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 and any subsequent dissemination activity (whether or not the fellow is required to do so) that they hold a Sustain-FIT 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 Sustain-FIT 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.

7.2 Intellectual property arising from Sustain-FIT/Career-FIT PLUS projects is managed by the Host Research Performing Organisation (RPO) in accordance with Ireland's National IP Protocol 2019 and the Horizon 2020 Marie-Curie requirements. Enterprise Ireland does not claim any ownership of resulting IP. A written agreement between the Host Organisation and the Company partner must be completed to address IP management, confidentiality, publication, and secondment arrangements.

More information:
National IP Protocol: <https://www.knowledgetransferireland.com/Reports-Publications/Ireland-s-National-IP-Protocol-2019-.pdf>

EI guidance for companies working with RPO's
https://www.knowledgetransferireland.com/Research_in_Ireland/Working-with-the-Research-Base/

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 Europe requirements as stipulated in the model grant agreement - Article 16.

7.5 Applications for protection of results including patent applications must include acknowledgement of Sustain-FIT 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 Europe 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 (including scientific publications) 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”.

8.4 Any communication and dissemination activity related to the research project must indicate that “Views and opinions expressed are those of the author(s) only and do not necessarily reflect those of the European Union or Enterprise Ireland. Neither the European Union nor the granting authority can be held responsible for them”.

8.5 Fellows must ensure open access (free of charge online access for any user) to all peer-reviewed scientific (or other) 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 and data processing will be governed by the rules applicable under the model grant agreement.

8.7 All proposed publications arising from the Sustain-FIT research work must have the approval of the academic supervisor. 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 supervisor.

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

9 ETHICS AND RESEARCH INTEGRITY

9.1 Fellows, mentors and supervisors must carry out the Sustain-FIT research project in compliance with the highest ethical standards and the applicable EU, international and national law on ethical principles. They must ensure the respect of basic EU values, such as human dignity, freedom, democracy, equality, the rule of law and human rights (including the rights of minorities).

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 Sustain-FIT 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 research organisation is responsible for ethical approval and monitoring of the Sustain-FIT 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.

9.9 Sustain-FIT fellowships are also governed by the [EU Grants rules](#). Horizon Europe 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'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 2023).

9.13 The host research organisation is required to report to EI all findings of any proven case of research misconduct arising from the Sustain-FIT 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 research organisation on a yearly basis, beginning with the first instalment when the fellowship commences.

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

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

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

10.5 Payment of a Sustain-FIT fellowship is wholly subject to the continued receipt of funding by EI from Ireland's Department of Enterprise, Trade and Employment and the EU 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 research organisation is responsible for and accountable for the proper use of the fellowship fund for the entire duration of the fellowship and to keep all original records and supporting documentation for a period of five years after the final payment. Digital and digitalised documents are considered originals if they are authorised by the applicable national law.

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

- the annual accounts of the host research organisation 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 research organisation for financial or other compliance. The host research organisation 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 research organisation 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 research organisation may be liable as an employer or otherwise, or any claims by any person in relation to any intellectual property.

10.10 The host research organisation 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 technical report annually, with a shorter report submitted midway through the year.

11.3 Financial reports are also submitted annually. 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 supervisor and the secondment mentor. Without them, the report will be considered incomplete and rejected.

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 PRCDP).

11.8 At the time when the yearly reports are due, the fellow, academic supervisor and secondment mentor 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 supervisor and secondment mentor 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 and updates. Fellows should contact their host research organisation regarding their intended maternity leave and should also notify EI and the secondment mentors 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 supervisor and secondment mentor promptly. They should also abide by the notice period rules of the host research organisation.

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 supervisor must, as soon as possible, inform EI, the secondment mentor and the relevant offices in the host research organisation. 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 up to the date of departure. In the event that EI deems the fellow's progress inadequate, EI may pursue the fellow, the host research organisation 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 research organisation. 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 research organisation 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 research organisation.

13 RESPONSIBILITIES OF HOST ORGANISATIONS

13.1 Employment and working conditions for the Sustain-FIT 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 research organisations must align the fellows' working conditions and entitlements to the ones that employed researchers with equivalent experience are entitled to.

13.2 Host research 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 research 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. Fellowship funds cannot be used to supply or replenish shared research facilities.

13.4 A written agreement covering confidentiality, publication, intellectual property rights, transfer of funding from the host research organisation 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 research organisation and the secondment enterprise before the fellowship can commence. The terms of any such agreement must not conflict with those outlined in this document or the Horizon Europe model grant agreement. EI will request a copy of this agreement at the earliest availability.

13.5 The host research organisation 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 Europe model grant agreement rules.

13.6 The host research organisation 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 research organisation's staff member for at least the entire duration of the fellowship.

13.7 By providing institutional endorsement to a Sustain-FIT fellowship application, the host research organisation 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 research organisation must conclude a full-time employment contract with the fellow for the entire duration of the fellowship, which is 36 months. The contract will be the same contract the host research organisation 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 supervisor and secondment mentor;
- 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 research organisation, secondment enterprise and fellow relating to intellectual property rights, as well as data management and rules on confidentiality;
- the social security coverage and contributions.

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

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

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

13.13 The academic supervisor and secondment mentor 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 model Grant Agreement Data Protection rules - Article 15. 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, proposed supervisors 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 supervisors 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.

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