



## Terms and Conditions Of Irish Cancer Society Research Fellowships

### General Conditions

#### **1 Pre-award Information**

This Irish Cancer Society (“ICS”) Research Fellowship Grant (“Grant”) has been awarded to the institution named overleaf (“the Research Institution”) based on the outcome of rigorous assessment procedures. The award of the Grant by the ICS has been made on receipt of, and in reliance on, information from the Research Institution including:

- A completed application giving the fullest details available, including named personnel (to include the individual proposed by the Research Institution as the scholar for the purposes of the research (“the Scholar”)), costings, proposed equipment, nature of study, location of proposed work or other activity, and
- A signed copy of these conditions indicating acceptance of the terms.

Based on this information, the ICS will make available a specified amount of funding as the Grant to help carry out the agreed research (“the Research Project”).

#### **2 Grant Award**

Subject to these terms and conditions, a Grant is awarded for a period of one to three years. The agreed period shall be referred to in these terms and conditions as the “Grant Period”. Subject to clause 25 below, the start date and end date of the Grant Period, as stated in the application, must be adhered to.

The Research Institution must set out in its original application the funding required for each year of the Research Project, based on the estimate of costs provided in its application to the ICS. The Grant must be applied by the Research Institution towards those costs as specified by the Research Institution in its original application. The Research Institution cannot modify this subsequently. There is no provision for benchmarking of the Grant payments. There is no provision to meet any additional costs arising during the Grant Period and it will be the responsibility of the Research Institution to discharge any such additional costs. The amount of the Grant is fixed to that set out in this contract and the Research Institution must work within this budget in order to deliver the Research Project.

#### **3 Obligations of the Research Institution**

In consideration of the agreement by the ICS to pay the Grant to the Research Institution, the Research Institution agrees to discharge all of the obligations undertaken by it in this Agreement.

Without prejudice to the immediately preceding paragraph, the Research Institution shall:

- Nominate and appoint the Fellow for the purpose of the Research Project.

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- Appoint a suitably qualified mentor (“the Mentor”), with responsibility for supporting and guiding the work on the Research Project by the Fellow.
- Provide the necessary facilities for the carrying out of the Research Project, including access to and use of equipment and services available in the Research Institution.
- Maintain appropriate and suitable levels of insurance (including but not limited to employers liability insurance and public liability insurance) and agree to the indemnity provided for in clause 6 below.

#### **4 Annual Reports**

The Research Institution shall be obliged to furnish a progress report to the ICS after the first 12 months of the Grant Period. The purpose of the furnishing of such a report to the ICS is so that the ICS can satisfy itself, at its sole discretion, that the Research Project is proceeding appropriately. The Research Institution shall be obliged to furnish a further progress report to the ICS after 36 months of the Grant Period for the same purpose. In the event that the ICS is dissatisfied with any progress report issued to it by the Research Institution, or in the event that the Research Institution fails to furnish a progress report to the ICS when required to do so under this clause, then the ICS shall be at liberty to refrain from making any further payments of the Grant.

#### **5 Final Report**

Upon completion of the Grant Period, a full report describing the Research Project and its outcome must be submitted to the ICS by the Research Institution. This report should list presentations, publications, achievements, intellectual property, innovations and qualifications gained by persons (including the Fellow) as a result of funding provided. A specific structured form is provided by the ICS for this purpose and such form must be utilised by the Research Institution. The final quarterly payment of the Grant will be withheld until this report is received in a form satisfactory to the ICS, at its sole discretion.

#### **6 Insurance and Indemnity**

The Research Institution must ensure that all suitable indemnity insurance is in place to cover any and all liability arising during the course of this Research Project. The Research Institution agrees to accept full responsibility for all liabilities and claims of any nature whatsoever that may arise during the course of this Research Project or as a consequence of the carrying out of the Research Project and the Research Institution hereby fully indemnifies the ICS in respect of any claims, howsoever arising, from the carrying out of the Research Project or the provision of the Grant by the ICS to the Research Institution.

#### **7 Health and Safety**

The Research Institution shall procure that the Research Project is carried out in accordance with requirements of all national and international law and regulatory authorities regarding the use of sensitive or hazardous materials or processes, and also that it complies with all legal requirements regarding health and safety at work.

#### **8 Ethical Approval**

The Research Institution shall have in place clear ethical guidelines and assurance procedures for research taking place under its direction, and shall produce a copy of those guidelines and assurance procedures upon request by the ICS. Where the Research Project requires approval by any ethics committee of the Research Institution, written evidence of such ethical approval must be furnished to the ICS for review prior to the ICS making any payment of the Grant.

#### **9 Scientific Misconduct**

The Research Institution shall ensure that it has adequate systems in place to ensure that scientific misconduct such as plagiarism, falsification of data or improper selectivity, can be detected and prevented.

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## **10 Responsibility of the Mentor**

The Research Institution shall procure that:

- The mentor will support and guide the work on the Research Project by the Fellow.
- The Mentor will develop a “research and career development plan” in collaboration with the Fellow with a view to developing a dynamic career beyond the Fellowship period.

## **11 Grant Cancellation**

Grants may be abated or cancelled by ICS at its sole discretion wherever it considers, in its sole discretion, that its interests are not being well served by the carrying out of the research, provided that ICS will reimburse to the Research Institution all reasonable vouched costs incurred by the Research Institution provided such costs were identified in the application by the Research Institution for this Grant.

## **Financial Conditions**

### **12 Administration and Non-transfer of the Grant**

Payments of the Grant must be administered through the appropriate agreed office in the Research Institution. Grants are non-transferable, and may only be used for the Research Project expenses as described in the original application form.

### **13 Double Funding**

The Research Institution shall not request, accept or receive funding for the Research Project, or any similar project, from any other source without informing the ICS. Part funding of research is appropriate but this must be agreed in writing in the application form from the outset.

### **14 Finish Date**

Subject to clause 25 below, the Grant Period has an agreed start date and an agreed finish date. Funds must not be paid out from the research account by the Research Institution after the agreed finish date of the Research Project without the prior written agreement of the ICS.

### **15 Payment Frequency**

Payment of the Grant will be made in quarterly instalments through an authorised financial officer of an agreed appropriate office of the Research Institution. (1st quarter October-December, 2nd quarter January-March, 3<sup>rd</sup> quarter April-June, and 4th quarter July-September.)

### **16 Record Keeping**

Complete and proper records must be maintained so as to demonstrate that the Grant has been applied exclusively for the purposes of the Research Project as described in the original application. At the conclusion of the Research Project, a copy of such records must be provided to the ICS.

### **17 Audit**

The ICS reserves the right to arrange for an audit to be conducted into the use of funds provided. A nominated auditor, who shall be given access to all bookkeeping records and papers connected with the grant, will carry out this audit.

### **18 Overheads**

No part of the Grant shall be used by the Research Institution to offset general, indirect, institutional expenses or any other unspecified expenses. The Grant shall only be applied in accordance with the original application.

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## **19 Discontinuation**

In the event of the work on the Research Project being discontinued before the expiry of the Grant Period, the ICS must be immediately notified by the Research Institution and all unexpended monies from the Grant must be immediately returned to the ICS. The ICS shall have no liability to make any further payments of the Grant to the Research Institution once the Research Project has been discontinued.

## **20 Unused Funds**

Any part of the Grant unused at the end of the Research Project shall be returned by the Research Institution to the ICS, unless the ICS has otherwise agreed in advance in writing.

## **Conditions relating to the Fellow**

### **21 Responsibility**

The Research Mentor shall procure that the Fellow shall be responsible for the overall management and progress of the Research Project, and that the Fellow shall be the contact for all correspondence with the ICS on the Research Project. The Research Mentor shall also procure that the Fellow shall be responsible for submission of all reports required on foot of this agreement. The Research Mentor shall procure that the Research Fellow shall maintain a physical presence within the Research Institution for the purposes of work on the Research Grant during the Grant Period.

### **22 ICS Not Employer**

It is acknowledged by the Research Institution that the ICS is not, and shall not be deemed to be, the employer of the Fellow or of any other individual working on the Research Project. The Research Institution acknowledges that it is the employer of the Fellow and shall procure that the written terms of employment furnished to the Fellow will specifically state that the ICS is not the employer of the Fellow. Nothing in this agreement is intended to create an employment relationship or partnership between the ICS and the Research Institution.

### **23 Cessation of Work**

In the event that the Fellow ceases work on the Research Project, then the Research Project shall be deemed to have been discontinued for the purposes of Clause 19, above. The Research Institution shall not have the right to nominate an alternative individual to take the place of the Fellow.

### **24 Change of Employment**

The Research Mentor shall inform the ICS immediately upon notification to the Research Institution by the Fellow of an intention of the Fellow to leave the employment of the Research Institution or of an intention to relocate any aspect of the Research Project to another institute or location. In the event that the Fellow leaves the employment of the Research Institution, the Research Project shall be deemed to be discontinued for the purposes of Clause 19 above.

### **25 Leave**

In the event that the Fellow is on any type of leave (including but not limited to statutory leave entitlements such as maternity leave and any non-statutory leave) other than normal holiday leave from the Research Institution for any period greater than 4 consecutive weeks or an aggregate period of 6 weeks in any consecutive 52 week period (which leave is referred to in this clause as "the extended leave") the Research Institution shall notify the ICS in writing immediately. It is acknowledged that the ICS shall suspend payments of the Grant until such time as the Fellow's leave ceases and the Fellow returns to work on the Research Project. It is agreed between the ICS and the Research Institution that the Grant Period shall then be extended by the period for which the Fellow was absent due to the extended leave (other than holiday leave and other than the first 4 weeks of other leave, provided that the maximum period by which the Grant Period can be extended under this clause 25 is 18 months).

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For the avoidance of doubt, the extension in the Grant Period referred to in this clause will not result in any increase in the amount of the Grant payable to the Research Institution by the ICS. The liability of ICS shall remain limited to payment of the amount of the Grant as set out in the original application of the Research Institution. The extension provided for in this clause shall therefore involve no extra cost to the ICS.

**26 Pension**

If any part of the Grant is expended by the Research Institution on funding for an occupational pension scheme for the Fellow, it is expressly acknowledged and agreed by the Research Institution that if (for any reason whatsoever) that funding to the occupational pension scheme by the Research Institution will not inure to the direct benefit of the Fellow, then the Research Institution will refund the amount of the pension contributions to the Irish Cancer Society.

**27 Records of employees of the Research Institution**

In the event that the Research Institution decides to terminate the employment of any employee working on the Research Project, the Research Institution must notify the ICS in advance of the termination of employment.

**28 Work outside the remit of the Research Project**

The Research Institution shall procure that no work will be undertaken outside the remit of the Research Project without the prior approval of the ICS.

**Conditions on the use of results or output of the Research Project**

**29 Acknowledgment**

The Irish Cancer Society must be acknowledged as the source of funds in all publicity, publications, papers, articles, posters or reports published concerning work relating to the Research Project. Unless agreed otherwise by the ICS, the acknowledgment should be made in the following terms;

“This material is based upon works supported by an Irish Cancer Society Research Fellowship Award”

**30 Communications and Publicity**

The Research Institution shall procure that the Fellow shall participate in communication activities of the ICS. The ICS shall be informed in writing in advance by the Research Institution in good time before presentation or publication of any results related to the Research Project so that and the ICS shall have the option of participating in such communications activities.

**31 Intellectual Property (IP)**

“Background IP” means IP owned by the Research Institution prior to the date of this agreement or developed by Research Institution outside of the scope of this agreement.

“Foreground IP” means IP generated or developed in the course of the project and all rights therein.

1. Within one month of the start of the project, the Research Institution shall inform the ICS of any Background IP which will be used by the Research Institution in the course of the project and which may have commercial value.

2. Foreground IP shall be owned by the Research Institution. Prior to filing any patent application to protect Foreground IP, the Research Institution shall consult ICS and shall provide ICS, in confidence, with a draft of the proposed patent application.

3. Prior to the commercial exploitation of any Foreground IP by the Research Institution, the Research Institution shall enter into a separate agreement with ICS, on a case-by-case basis,

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setting out the terms and conditions of such commercial exploitation and such commercial exploitation shall only occur when ICS has given its prior written consent to the Research Institution, such written consent not to be unreasonably withheld.