



# GRANT GENERAL TERMS & CONDITIONS

SEPTEMBER 2017

These General Terms and Conditions (as defined below) set out the standard terms and conditions for all Grants funded by Science Foundation Ireland. These General Terms and Conditions should be read in conjunction with the other documents comprising the Grant Conditions (as defined below), which together set out the terms and conditions of the Grant. The SFI Policy Documents can be found on SFI's website ([www.sfi.ie](http://www.sfi.ie)). Otherwise a hard copy can be provided on request. The SFI Policy Documents may be amended, supplemented or replaced by SFI at any time.

The Research Body must ensure that the Principal Investigator, Co-Investigator, Research Team, collaborators and others supported by the Grant are made aware of their obligations and comply with the Grant Conditions.

Failure to comply with the Grant Conditions may lead to sanctions, up to and including termination or revocation of the Grant and SFI reserves the right to recover funds paid in part or in full.

SFI reserves the right to vary the terms and conditions set out below at any time in accordance with Clause 27.

## 1. Definitions & Interpretation

1.1 In the Grant Conditions, unless the context requires otherwise:

|  |  |
|--|--|
| <b><i>Academic Collaborator</i></b>              | means an individual working in an academic institution who is committed to providing a valuable intellectual and/or technical contribution to the proposed research and who may or may not receive funding through the Grant. Where relevant, responsibilities of the Academic Collaborator are set out in the Application.  |
| <b><i>Applicable Law</i></b>                     | means any law applicable in Ireland (without further enactment) or any other applicable jurisdiction and shall include without limitation, common law, statute, statutory instrument, proclamation, bye-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, governmental circulars or other directions, rule of court, instruments, or delegated or subordinate legislation. |
| <b><i>Application</i></b>                        | means the application form including all accompanying documents.   |
| <b><i>Budget</i></b>                             | means the budget set out in the Letter of Offer and any change agreed in writing by SFI.   |
| <b><i>Co-Investigator</i></b>                    | means a person who assists the Principal Investigator in the management and leadership of the Research Programme.  |
| <b><i>Determination</i></b>                      | has the meaning set out in clause 13.4.  |
| <b><i>Eligible Direct Costs</i></b>              | means costs specified in the Budget which fall within any category of eligible direct costs set out in the Grant Budget Policy or which are otherwise agreed in writing by SFI to be 'Eligible Direct Costs' for the purpose of the Grant.   |
| <b><i>General Data Protection Regulation</i></b> | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC.  |
| <b><i>General Terms and Conditions</i></b>       | means the terms and conditions set out in this document as may be amended, supplemented or replaced by SFI from time to time.  |

|  |   |
|--|---|
| <b>Grant</b>                           | means the grant described in the Letter of Offer.   |
| <b>Grant Budget Policy or GBP</b>      | means the document available on the SFI Website setting out SFI's policy on budgetary provisions applicable to Grants and Applications.   |
| <b>Grant Conditions</b>                | means the Application, the Budget, the Letter of Offer and SFI Policy Documents and these General Terms and Conditions that apply to Grants awarded by SFI, as may be amended from time to time.  |
| <b>Intellectual Property Rights</b>    | means all intellectual property rights including patents, trade marks, service marks, registered designs, drawings, utility models, design rights, business ideas, concepts, inventions, discoveries, breeders' rights, copyright (including the copyright in software in any code), database rights, know-how, trade secrets and other confidential information, technology, business or trade names, goodwill and all other rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not, and including all applications and the right to apply for any of the foregoing rights anywhere in the world. |
| <b>Lead Investigator</b>               | means the Principal Investigator, unless otherwise specified in the Letter of Offer.  |
| <b>Letter of Offer</b>                 | means the letter issued by SFI specifying the level and duration of the grant that has been awarded and related documents and accepted by the Research Body by executing the acceptance certificate attached to such letter.  |
| <b>National IP Protocol</b>            | means the National IP Protocol 2016 published by the Department of Jobs, Enterprise and Innovation, which is available via the SFI Website, as may be amended, supplemented or replaced from time to time.  |
| <b>Parties</b>                         | means SFI, the Research Body and the Principal Investigator.  |
| <b>Programme Asset</b>                 | means any asset including equipment, acquired or generated, directly or indirectly with the benefit of the Grant.   |
| <b>Programme Intellectual Property</b> | means all Intellectual Property Rights resulting from the Research Programme.   |
| <b>Principal Investigator</b>          | means the individual employed by the Research Body, nominated in the Application and approved by SFI in the Letter of Offer who shall be responsible for the scientific and technical direction of the Research Programme.  |
| <b>Research Body</b>                   | means the organisation to whom the Letter of Offer is addressed.  |
| <b>Research Programme</b>              | means the research programme described in the Application and any modifications/amendments agreed in writing by SFI.  |
| <b>Research Team</b>                   | means the Principal Investigator, any Co-Investigator, staff, students, visiting researchers and others employed, involved or otherwise engaged by the Research Body or any other member of the Research Team for the purposes of the Research Programme.   |
| <b>Scientific Misconduct</b>           | means any failure to meet the ethical, legal and professional obligations required to ensure the integrity of scientific research, including fabrication or falsification of research or research results or plagiarism in proposing, performing, or reviewing research, or in reporting research results.  |
| <b>SFI or Foundation</b>               | means Science Foundation Ireland, a body established in Ireland under the Industrial Development (Science Foundation Ireland) Act, 2003 and the Industrial Development (Science Foundation Ireland) (Amendment) Act 2013 to promote and develop world class research capability in strategic areas of scientific endeavour.   |

|                             |   |
|-----------------------------|---|
| <b>SFI Policy Documents</b> | means SFI’s policy documents relating to grants, including the Grant Budget Policy and policies relating to matters such as reporting, clinical trials, the use of animals in research and open access which are relevant to the Research Programme and which are published on the SFI Website, as may be amended, supplemented or replaced by SFI from time to time. |
| <b>SFI Website</b>          | means <a href="http://www.sfi.ie">www.sfi.ie</a> .  |
| <b>Subject Invention</b>    | means any invention conceived or first actually reduced to practise in the performance of the Research Programme.   |
| <b>Term</b>                 | has the meaning given to it in Clause 20.1.   |

1.2 In the Grant Conditions, unless the context requires otherwise:

- (a) any reference to a person shall be construed as a reference to any individual, firm, company, corporation, undertaking, government, state or agency of a state, or any association or partnership (whether or not having separate legal personality) and shall include that person’s legal personal representatives, successors and permitted assigns;
- (b) the provisions of the Letter of Offer and all SFI Policy Documents shall form an integral part of the Grant Conditions and shall have as full effect as if they were incorporated in the body of these General Terms and Conditions and the expressions “the Grant Conditions” and “these Grant Conditions” shall be deemed to include the Letter of Offer and SFI Policy Documents;
- (c) any reference to any statute or statutory provision means that statute or statutory provision as it has been amended, extended, consolidated, re-enacted or replaced and includes any order, regulation, instrument or other subordinate legislation made under the relevant statute;
- (d) any words following the terms “including”, “include” and “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) references to agreement of the parties shall mean agreement in writing (including in electronic or digital form) and shall include agreement recorded on SFI’s grants management system (currently SESAME).

1.3 In the event of a conflict or inconsistency between any provisions of the Grant Conditions, this shall be resolved by giving the following precedence:

- (a) the Letter of Offer;
- (b) the Budget;
- (c) these General Terms and Conditions;
- (d) the SFI Policy Documents; and
- (e) the Application.

**2. Payment of Grant**

- 2.1 SFI shall pay the Grant in instalments in accordance with the payment schedule set out in Appendix A of the Letter of Offer, as may be amended by SFI, subject to compliance by the Research Body and the Principal Investigator with the Grant Conditions.
- 2.2 If the Research Body incurs Eligible Direct Costs that exceed the amount of the Grant, then such excess shall be borne by the Research Body. If the Research Body incurs Eligible Direct Costs that are less than the maximum Grant approved, then SFI shall pay only such part of the Grant as is necessary to discharge the Eligible Direct Costs actually incurred. Any part of the Grant which remains unused or uncommitted at the end of the Term must be returned to SFI within 90 days of the end of the Term or, at SFI's option, may be credited or set off by SFI against any payments to be made to the Research Body under any other grant.
- 2.3 If any overpayment of the Grant occurs then SFI shall be entitled to be reimbursed, including by crediting or setting off such overpayment against further payments of the Grant or any other grant from SFI to the Research Body.
- 2.4 Payment of instalments shall be made, when required by Applicable Law, only on production of a current, valid Tax Clearance Certificate from the Revenue Commissioners to SFI.
- 2.5 Payment of instalments shall be made by electronic transfer to the bank account nominated by the Research Body.
- 2.6 Claims for the payment of each instalment of the Grant shall confirm cumulative actual expenditure from the start of the Grant up to the date of the report.
- 2.7 Applications for supplementary funds during the course of a Research Programme will not be considered, unless they are provided for under any SFI Policy Document or otherwise agreed in writing with SFI.

### 3. **Costs**

- 3.1 The Grant may be used only to fund Eligible Direct Costs incurred in accordance with the terms of the Grant Conditions.

### 4. **Warranties**

- 4.1 The Research Body warrants to SFI that:
  - (a) the acceptance certificate attached to the Letter of Offer is executed by its duly authorised representative with full power and authority to enter into the Grant Conditions;
  - (b) it has obtained and shall maintain for the duration of the Research Programme all necessary consents, approvals, authorisations, licences and permissions which are required so that it can comply with its obligations under the Grant Conditions and shall not commit any act or omission which might invalidate, breach or otherwise impair the effect of such consents, approvals, authorisations, licences or permissions;
  - (c) every statement, representation or information provided in the Application and any accompanying documents, in any report submitted by the Research Body to SFI, or information provided by the Research Body in response to a request from SFI is and will be, to the best of the Research Body's knowledge, true, complete and accurate;

- (d) there is no other information of which the Research Body or its agents is aware that is relevant to the Application concerning the Application or the Grant;
- (e) the Principal Investigator and any persons on the Research Team or otherwise performing duties related to the Grant are suitably skilled, trained and qualified for the performance of such duties ;
- (f) the Research Programme shall be:
  - (i) performed with due skill care and diligence and by appropriately qualified personnel;
  - (ii) conducted in compliance with all Applicable Law; and
  - (iii) conducted in accordance with such ethical guidelines and codes of practice as may be published or adopted by SFI, any relevant industry or any competent regulatory body, including SFI Policy Documents; and
- (g) the Research Programme has not previously been, or is not currently, funded from another source for the same activities. For the avoidance of doubt, this shall not apply to any co-funding arrangement and shall only operate to prevent double funding in respect of the same activities.

## 5. Responsibilities of the Research Body

- 5.1 The Research Body is fully responsible for the Research Programme, the use of the Grant, and for the adherence by the Research Body, the Principal Investigator and the Research Team to the Grant Conditions.
- 5.2 Without limiting Clause 5.1, the Research Body must:
  - (a) comply with the Grant Conditions and with the SFI Policy Documents;
  - (b) ensure that all Grant instalments claimed by it and paid to it by SFI are allowable, necessary and reasonable;
  - (c) not accept or receive funding for the same Research Programme from any other source unless previously approved of in writing by SFI. For the avoidance of doubt, this shall not apply to any co-funding arrangement and shall only operate to prevent double funding in respect of the same activities;
  - (d) not permit a significant change to the Research Programme, unless otherwise agreed in writing by SFI;
  - (e) ensure that the Principal Investigator, any Co-Investigator and any other member of the Research Team receives a copy of each part of the Grant Conditions, and any subsequent changes;
  - (f) ensure that the Principal Investigator and each other member of the Research Team has applied for and received an ORCID identifier number or such other system identification number as may be deemed necessary by SFI;

- (g) employ or otherwise engage the Principal Investigator and any Co-Investigator and ensure that (s)he is responsible to the Research Body for the direction, management and pursuit of the Research Programme in all of its objectives and the efficient, proper and appropriate conduct of the Research Programme;
- (h) obtain the prior written consent of SFI (such consent not to be unreasonably withheld or delayed) in respect of any proposed changes in the status of the Principal Investigator or the Co-Investigator. Such changes may include; changes in the Research Body affiliation of the Principal Investigator or a Co-Investigator, the addition of a Co-Investigator, sabbatical leave, departure of the Principal Investigator or a Co-Investigator, retirement, resignation or leave of absence. SFI consent will be subject to SFI being satisfied that the replacement meets the eligibility criteria and has the expertise and experience to lead the project to a successful conclusion, in accordance with its research objectives;
- (i) ensure that a safe working environment is provided for all individuals associated with a Research Programme. The Research Body's approach and policy on health and safety matters must meet all applicable regulatory and legislative requirements and be consistent with best practice;
- (j) ensure that any and all of its staff interact in a professional manner with staff and/or representatives from SFI;
- (k) ensure that the Lead Investigator acts as the primary point of contact for SFI during the Term;
- (l) to the extent permitted by law, conduct all reasonable checks and due diligence about all proposed members of the Research Team with the aim of ensuring that no such member has previously been found guilty of Research Misconduct in relation to any other research in any jurisdiction.

## 6. **Responsibilities of Principal Investigator**

- 6.1 The Principal Investigator is responsible for the direction and management of the Research Programme and the efficient and appropriate conduct of that programme and use of the Grant from a financial, legal and ethical perspective. In particular, the Principal Investigator must do all acts, deeds and things necessary or desirable to facilitate and enable the Research Body to comply with the Grant Conditions and its reporting obligations in particular.
- 6.2 The Principal Investigator must ensure that information submitted in reports to SFI under or in connection with the Grant Conditions is accurate, complete and provided in accordance with specified timelines.
- 6.3 Without prejudice to any rights or obligations under Applicable Law, the Principal Investigator must take all reasonable steps to ensure that the members of the Research Team do not do, or omit to do, anything that may bring the Research Programme or SFI into disrepute.

## 7. **Notification**

- 7.1 The Research Body must ensure that it, or the Principal Investigator on its behalf, notifies SFI of the following matters at the earliest possible opportunity:

- (a) any proposed change in the scope or objectives of the Research Programme;
- (b) any significant problems relating to the administrative or financial aspects of the Research Programme;
- (c) if the Principal Investigator or a Co-Investigator intends:
  - (i) to devote substantially less effort to the work anticipated in the Research Programme;
  - (ii) to sever his/her or their connection with the Research Body;
  - (iii) to be absent for a continuous period of three months or more; or
  - (iv) to relinquish active direction of the Research Programme for any reason;
- (d) the accrual of any income to the Research Programme;
- (e) the conception or creation of any Subject Invention by any member of the Research Team or deriving directly or indirectly from the use or access to the knowledge of the Research Programme of which the Principal Investigator or any Co-Investigator is or ought to have been aware;
- (f) any change in the auditors of the Research Body and the names of any auditors appointed in their place;
- (g) if there are reasonable grounds for believing there has been or shall be a breach of the Grant Conditions;
- (h) if there are reasonable grounds for believing there has been an act of Scientific Misconduct;
- (i) if there are reasonable grounds for SFI to reduce, suspend, terminate or revoke the Grant;
- (j) of the occurrence of any event which is or provides reasonable grounds for believing that any Intellectual Property Rights have been or are likely to be infringed;
- (k) of the occurrence of any event which has had or may have a material adverse effect on the Research Programme; or
- (l) if the Research Programme secures funding from any other sources.

## 8. Reports

8.1 It is the responsibility of the Research Body to ensure that reports which are satisfactory to SFI are submitted:

- (a) as required under the Grant Conditions; and
- (b) otherwise at the request of SFI including, where relevant, reports in relation to research outputs that are generated after the Grant has terminated for up to a period of ten (10) years following the date of such termination.



For the purposes of this clause 8.1 and clause 8.5 below, reports which are “satisfactory” to SFI means reports which comply with any reporting requirements published on the SFI Website, or which have otherwise been notified by SFI to the Research Body, and which are relevant to the Research Programme.

- 8.2 In addition to its obligations under Clause 8.1, the Research Body must promptly provide SFI with:
- (a) where it is alleged that the Research Body has committed a breach of the Grant Conditions, notice and a copy of any internal or external audit report generated by or on behalf of the Research Body which relates, directly or indirectly, to the Research Programme and/or the Grant and any other report or document generated by or on behalf of the Research Body which may be relevant to the alleged breach of the Grant Conditions; and
  - (b) such further information relating to the Research Programme and/or the Grant as SFI may reasonably request.
- 8.3 Where the reporting requirements of the Research Body incorporate information/data from third parties, the Research Body is responsible for ensuring that it is duly authorised to disclose such third party information to SFI.
- 8.4 The Research Body must submit each report referred to in the Grant Conditions promptly and, where applicable, within the period specified by SFI. If there are exceptional reasons which will cause a delay in the submission of any report, including the final report relating to the Research Programme, within the period specified, a written request may be made by the Research Body to SFI, before the due date passes, for the date to be extended.
- 8.5 Without limiting SFI’s rights under Clause 20.2, if the Research Body fails to submit any report in accordance with the Grant Conditions, then:
- (a) SFI may reduce, suspend, terminate or revoke the Grant in accordance with Clause 20.2; and
  - (b) the Research Body, the Principal Investigator and and/or the Co-Investigator shall not be eligible to apply for funding from SFI until such outstanding report has been submitted and declared satisfactory by SFI
  - (c) without limiting Clause 8.5(a), in the case of the final report, if a report satisfactory to SFI is not received within 6 months of the termination of the Research Programme, SFI shall be entitled to terminate the Grant and withhold payment of the final Grant payment.
- 8.6 The Research Body shall, if so required by SFI, procure that any report required pursuant to this clause 8 shall be reviewed or audited by the Research Body’s auditors or other professional advisers, as appropriate, at the expense of the Research Body. Alternatively, SFI may require such report to be audited or reviewed by its nominated auditor or professional adviser, as appropriate, and the Research Body shall fully cooperate with such auditor or professional adviser and shall allow them full access to all financial records and other records referred to above and all statistical, administrative, scientific and other relevant supporting papers and records in both paper and electronic form. SFI may, by written notice, require the Research Body to reimburse SFI on demand all costs and expenses incurred in respect of any

such audit or review, except where the audit or review was carried out as a matter of routine by SFI or did not reveal any material non-compliance with the Grant Conditions.

## **9. Audits and Record keeping**

- 9.1 The Research Body and the Principal Investigator must retain all financial, statistical, administrative, scientific and all other relevant supporting papers, statistical records, photographs and other records in both hard and electronic form in relation to the Research Programme, the Grant and the Programme Intellectual Property.
- 9.2 All financial records in relation to the Research Programme, the Grant and the Programme Intellectual Property must be maintained in accordance with good accounting practice and must include such information, data, ledgers, bank statements, accounts, authorities, directions and instructions to its auditors, accountants, banks and other servants or agents, and any other papers which may be reasonably necessary to enable SFI to exercise its rights of audit and to satisfy itself that the Research Body has complied with the Grant Conditions.
- 9.3 The Research Body and the Principal Investigator must ensure that in any agreement it may enter into with a third party in relation to the co-funding of the Research Programme, it reserves or provides for the right of SFI or its authorised representative(s) to be provided with for inspection the financial and scientific records and other records mentioned above of the Research Body that relate to the Grant and must not enter into any confidentiality agreements that conflict or impact on SFI's rights under this clause.
- 9.4 The Research Body and Principal Investigator must make all the records and papers which are referred to in Clause 9.1 available to SFI or its authorised representative(s) upon reasonable notice for the duration of the Research Programme and for a period of ten (10) years following submission to SFI of the final report relating to the Research Programme or for such longer period as SFI may request.
- 9.5 SFI or its authorised representative(s) may, on reasonable notice, undertake such reviews and audits of the Research Programme and the records and papers referred to in Clause 9.1 and 9.2 and management control systems as may be deemed necessary by SFI, including in connection with financial audits, research integrity audits or other investigations conducted by the Research Body in relation to Scientific Misconduct. The Research Body must cooperate fully and provide for inspection to SFI or its authorised representative(s) such information or records as may be reasonably required for the purpose of facilitating such review or audit. For the avoidance of doubt, SFI does not wish to conduct any investigation of its own into research integrity or alleged Scientific Misconduct but shall be entitled, in accordance with the provisions of this clause 9.5, to audit the procedures adopted and any reports produced or other findings made by the Research Body in respect of research integrity or alleged Scientific Misconduct.
- 9.6 Without limiting Clauses 9.1 to 9.5, if SFI has reasonable grounds of concern related to a possible or suspected breach of the Grant Conditions, SFI or its authorised representative(s) shall be entitled, on request, to be provided with such of the information referred to in clause 9.1 above as may be necessary for SFI to satisfy itself that the Grant Conditions have been complied with or in connection with any Investigation(s) and/or Determination(s).

## **10. Site Visit**

- 10.1 SFI, or its authorised representative(s), may, upon reasonable notice to the Research Body, visit any site(s) owned, controlled or occupied by the Research Body at which the Research Programme is being conducted in order to review and inspect the Research Programme. If any site visit is made by SFI at any premises owned, controlled or occupied by the Research Body, the Research Body must provide, and shall procure that its servants and agents provide, all reasonable assistance to SFI and its authorised representatives in the performance of their duties. For the avoidance of doubt, for the purposes of this clause 10.1, SFI does not require access to any premises owned, controlled or occupied by an industrial partner involved in the Research Programme.
- 10.2 SFI reserves the right to recoup the costs associated with such visits/inspection from the Research Body or to require the Research Body to discharge the costs directly for example, if planned site visits are cancelled by the Research Body with less than 14 days' notice, resulting in costs incurred to SFI or if the site visit /inspection reveals any material non-compliance with the Grant Conditions which has not been caused by Force Majeure..
- 10.3 The Research Body's obligations under these Grant Conditions shall not be relieved, absolved or otherwise modified by anything in Clauses 8, 9 or 10 or any failure by SFI to exercise any of SFI's rights under the Grant Terms and Conditions, including under Clauses 8, 9 and 10.

## 11. **Research Governance/Prevention of Scientific Misconduct**

- 11.1 The Research Body shall, and shall ensure that the Research Team shall, comply with the European Code of Conduct for Research Integrity, National Policy Statement on Ensuring Research Integrity in Ireland and SFI Policy Documents and any other guidance SFI may release in relation to research integrity.
- 11.2 The Research Body shall have in place effective systems for assuring the quality of research carried out by the Research Team and any other collaborators in the Research Programme.
- 11.3 The Research Body shall have effective mechanisms for identifying Scientific Misconduct and shall have clearly publicised and agreed procedures for investigating allegations made of such misconduct. Where Research Misconduct is detected, the Research Body shall ensure that it is terminated immediately.
- 11.4 The Research Body shall have effective mechanisms for reporting Scientific Misconduct and the Research Body shall, as soon as possible, provide SFI with full details in writing of any suspected or alleged Scientific Misconduct directly or indirectly relating to the Research Programme.
- 11.5 The Research Body shall not, and shall ensure that no member of the Research Team shall, enter into any confidentiality agreement that restricts its/their capacity to inform SFI of the details of any Scientific Misconduct, its investigation and outcome, as required above or that may require SFI to enter into any such confidentiality agreement.

## 12. **Conflict of Interest**

- 12.1 The Research Body is responsible for:
- (a) recording and managing actual and potential conflicts of interest in respect of the Grant and the Research Programme; and

- (b) ensuring that any relationship between the Research Body, the Principal Investigator or other members of the Research Team and any commercial organisation or other third party which is relevant to the Grant or the Research Programme does not give rise to a conflict of interest for the Research Body, the Principal Investigator or other members of the Research Team.
- 12.2 Any conflict of interest or potential conflict of interest relating to the Research Body, the Principal Investigator or other members of the Research Team must be fully disclosed to SFI as soon as such conflict or potential conflict becomes apparent. In the event of any conflict or potential conflict of interest, SFI shall, at its discretion, decide on the appropriate course of action.
- 13. **State Aid**
- 13.1 The Parties acknowledge and agree that:
  - (a) State aid law may apply to the Grant, the Grant Conditions and all uses of and activities funded by the Grant; and
  - (b) SFI has agreed to award the Grant on the basis that the Research Body complies with any State Aid conditions specified in the Letter of Offer.
- 13.2 In the event of an investigation by the European Commission or proceedings before any court or tribunal of competent jurisdiction are commenced or threatened that the Research Body's receipt of the Grant, use of the Grant or activities funded by the Grant is contrary to applicable State aid law ("**Investigation**"), then the Research Body shall, and shall procure that the Principal Investigator and Co-Investigator shall, cooperate fully and promptly with any such Investigation and, if so requested by SFI and/or its authorised representative(s), promptly provide to SFI and/or its authorised representative(s) all assistance, information and data, including all records and papers which are referred to in Clauses 9.1 and 9.2, in connection with any such Investigation(s);
- 13.3 In the event of any Investigation(s), the Research Body shall keep SFI and/or its authorised representative(s) fully and promptly informed and, to the fullest extent permitted by Applicable Law, liaise with SFI concerning any response(s) to any such Investigation(s).
- 13.4 The Research Body shall, and shall procure that the Principal Investigator and Co-Investigator shall, comply fully and promptly with (i) any Investigation(s); and/or (ii) any finding, determination, judgment, ruling or order by the European Commission or any court or tribunal of competent jurisdiction that the Research Body's receipt of the Grant, use of the Grant or activities funded by the Grant is contrary to applicable State aid law ("**Determination**").
- 13.5 The obligations set out in this Clause 13 shall continue in full force and effect for a period of 10 years from the date of completion of the Research Programme, notwithstanding any earlier termination or expiry of the Term.
- 14. **Limitation of Liability and Indemnity**
- 14.1 To the greatest extent permitted by law, SFI shall have no obligation, responsibility, or any liability, whether in contract, tort (including negligence), strict liability or otherwise of any kind whatsoever to the Research Body, the Principal Investigator, any member of the Research Team or any third party arising out of or in connection with the Grant, payment of the Grant, the Grant Conditions or any act, omission or thing connected with the Grant or the Grant

Conditions, except to pay the Grant to the Research Body in accordance with the Grant Conditions.

- 14.2 The Research Body shall fully indemnify, keep fully and effectively indemnified and hold SFI, and its officers, members, servants, authorised representative(s) and agents, harmless on demand against all liabilities, loss, damages, demands, expenses, costs (including legal and/or professional costs and expenses), awards, fines, claims and proceedings (“Liabilities”) of any kind arising from any act or omission of the Research Body, Principal Investigator or any member of the Research Team in connection with the Research Programme or the use of the Grant or from the provision of any funds, advices, or assistance of any kind given by SFI pursuant to the Grant Conditions or otherwise howsoever and without limiting the foregoing shall fully indemnify, keep fully and effectively indemnified and hold SFI, and its officers, members, servants, authorised representative(s) and agents, harmless on demand against all such Liabilities in relation to:-
- (a) the management monitoring and control (including the requirements of all regulatory authorities governing the use of radioactive isotopes, animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances and research on human or animal subjects) of any research funded by the Grant;
  - (b) any claim by or relating to any member of the Research Team whether during or after the Term, whether under contract, tort, common law, statute or otherwise, including any claim that any such member was or is entitled to be an employee of SFI, whether under the European Communities (Safeguarding of Employee Rights on Transfer of Undertakings) Regulations, 2003 or otherwise; and
  - (c) any clinical trial, investigation or study that requires ethical approval and that is conducted as part of or in connection with the Research Programme or any use of the Grant.

For the avoidance of doubt, the above indemnity shall not apply to the extent that any Liabilities arise due to the negligence of SFI.

## 15. Insurance

- 15.1 The Research Body must insure all Programme Assets with an insurer of good repute against fire, loss, damage or theft and such other appropriate risks as may be advised, to their full replacement value. If any claim is made under that insurance then the Research Body must use the proceeds of the claim to procure a suitable replacement of the relevant Programme Asset(s), unless otherwise agreed in writing by SFI.
- 15.2 The Research Body must maintain at all times during the Term with a well-established and reputable insurer or underwriter authorised to provide insurance in Ireland such policies and levels of insurances as any reasonable and prudent research body would maintain in similar circumstances, including the following types of insurance, and must provide SFI with details of such insurance on request:
- (a) a public liability policy insuring against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to damage or destruction of property or death or personal injury of any person arising as a result of or in connection with the Research Programme. The Research Body’s policy must include an indemnity to principals clause specifically indemnifying SFI.

- (b) an employers' liability policy insuring against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to the injury to or disease or death of any person employed or otherwise engaged by the Research Body arising as a result of or in connection with the Research Programme. The Research Body's policy must include an indemnity to principals clause specifically indemnifying SFI.
- (c) where relevant in the context of the Research Programme:
  - (i) no fault liability clinical trial insurance to cover liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to the death or personal injury of any person arising as a result of or in connection with the Research Programme clinical trials or investigations to cover the liability of all parties including the Principal Investigator, Research Body and Sponsor and must provide SFI with details of such policy on request. This insurance must be maintained at all times by the Research Body for the Term and thereafter for a six-year period; and
  - (ii) such medical malpractice insurance or be covered by the Clinical Indemnity Scheme as it may consider necessary against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to the death or personal injury of any person arising as a result of or in connection with the Research Programme and must provide SFI with details of such policy on request. This insurance must be maintained at all times by the Research Body for the Term and thereafter for a six-year period; and
  - (iii) as otherwise may be required in the relevant SFI Policy.

15.3 The insurances required to be obtained by the Research Body under this Clause 15 shall not limit the obligations, liabilities or responsibilities of the Research Body under the Grant Conditions or otherwise. The Research Body must discharge all of its obligations under the Grant Conditions which are insurable, whether or not it has the requisite insurance or has received payment in respect of the insured obligations from its insurers.

15.4 The Research Body shall:

- (a) be liable to pay the full amount of any deductible or excess amounts arising under the insurance policies in respect of each and every claim;
- (b) to the extent permitted under Applicable Law, notify SFI of any claims relevant to the Research Programme made under such policies where such claims are material to the indemnities and insurances provided for in this clause; and
- (c) to the extent permitted under Applicable Law, as soon as possible provide SFI with full details in writing of any event, occurrence or non-occurrence which is material to the indemnities and insurances provided for in this Clause.

## 16. **Intellectual Property**

16.1 The Research Body and Principal Investigator must use all reasonable endeavours to ensure that, where practicable, discoveries and advancements in knowledge arising from the

Research Programme are translated for public benefit including commercial development as set out in the National IP Protocol.

16.2 The Research Body and Principal Investigator must adhere to the principles regarding Intellectual Property Rights ownership and exploitation that are contained in the National IP Protocol and any associated guidance.

16.3 The Research Body and the Principal Investigator must disseminate, as widely as reasonably practicable and in accordance with the National IP Protocol, the outputs of the Research Programme in internationally peer-reviewed publications and the scientific press, and where appropriate, among the general public, except where such dissemination could undermine the Programme Intellectual Property or other rights and entitlements of the Research Body or the Principal Investigator or would otherwise be contrary to the National IP Protocol.

16.4 The Research Body must:

(a) devise, publish, implement and maintain policies and procedures for the management of Programme Intellectual Property having regard to the National IP Protocol and, in particular, must use all reasonable endeavours to ensure that:

(i) the Programme Intellectual Property is identified, recorded and carefully distinguished from the outputs of other research;

(ii) the Programme Intellectual Property is appropriately protected prior to any publication; and

(iii) the Principal Investigator assists with the development of the policies and procedures referred to above.

16.5 SFI makes no claim to any Programme Intellectual Property.

## 17. **Publicity**

17.1 The Research Body shall, and shall ensure that all members of the Research Team shall, promote the reputation and standing of SFI in the conduct and administration of the Research Programme. In particular, the Research Body shall ensure that:

(a) any and all publications resulting from the Grant must include the following reference, as appropriate:

*“This publication has emanated from research conducted with the financial support of Science Foundation Ireland under Grant number [            ]”;* or

*“This publication has emanated from research supported in part by a Grant from Science Foundation Ireland under Grant number [            ]”*

(b) the support of SFI is acknowledged in all press releases and referenced orally in news media interviews, including popular media, such as, radio, television and news magazines;

(c) the support of SFI is acknowledged appropriately in all social media;

- (d) every publication of material (including on the web) based on or developed on the Grant, except scientific articles or papers appearing in scientific, technical or professional journals contains the following disclaimer:

*“The opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Science Foundation Ireland.”*

- (e) every publication of material based on or developed under the Grant is clearly labelled with the Grant number and that other appropriate identifying information is available to the authorised representative of SFI on request and is listed on the web page of the Research Body, the Principal Investigator and any Co-Investigator; and
- (f) in any communications, including media appearances and releases, as well as journals and conferences concerning the Research Programme, acknowledgements shall mention the form of SFI’s support and shall publish the logo of SFI in accordance with SFI guidelines wherever journal or other media rules permit.

17.2 If the Research Body or any member of the Research Team intends to issue a press release about the Research Programme or any uses of or activities funded by the Grant, the Research Body must notify SFI’s Communications Office in advance to allow for coordination – [communications@sfi.ie](mailto:communications@sfi.ie) – provided that, if any such press release relates in whole or in part to any Investigation(s) and/or any Determination(s), the Research Body and/or any member of the Research Team shall first obtain the prior written consent of SFI’s Communications Office. SFI Communications Office must be provided with copies of any news releases related to the Research Programme or any uses of or activities funded by the Grant.

## 18. Programme Assets

18.1 The Research Body must ensure “Funded by SFI” labels are placed clearly on all equipment purchased out of funds provided pursuant to this Grant while such equipment is utilised by or on behalf of the Research Body. For larger items of infrastructure, SFI’s logo must clearly be visible on all relevant signage. SFI’s logo and guidelines are available on the SFI Website.

18.2 The Research Body must act with prudence and probity in the acquisition and care of all Programme Assets and must ensure that all expenditures shall be an Eligible Cost. In particular, the Research Body must:

- (a) ensure that it has clearly defined procedures for the procurement of equipment, consumables and services provided by the Grant and that it complies with these and all Applicable Law;
- (b) not pledge, charge or otherwise encumber any Programme Asset without the prior written approval of SFI; and
- (c) use the Programme Assets on the Research Programme for which they were acquired as long as they are needed.

18.3 If, during or after the Term, a Programme Asset is not required for use by the Research Programme, then the Research Body:

- (a) may, with the prior written consent of SFI, sell or otherwise release such Programme Asset on terms agreeable to SFI; or



- (b) must make it available for use in the following order of priority:
- (i) to any other Research Programme of the Research Body sponsored by SFI;
  - (ii) to any other Research Programme sponsored by SFI;
  - (iii) to any other research in Ireland in receipt of sponsorship or funding from the Research Body;
  - (iv) to any other research within the Research Body which is in receipt of sponsorship or funding from any agency of the Irish Government or the European Commission;
  - (v) to any other research in Ireland which is in receipt of sponsorship or funding from any agency of the Irish Government or the European Commission;
  - (vi) to any other research or use nominated or directed in writing by SFI; or
  - (vii) as the Research Body itself may reasonably desire in furtherance of its educational and research objectives,

PROVIDED that where such Programme Asset is sold or otherwise released on commercial terms or made available for other use, the Research Body may require payment of a reasonable market fee in respect of such use which shall be treated as income of the Research Programme and notified to SFI.

18.4 Title to Programme Assets purchased or generated with the Grant by the Research Body shall vest in the Research Body, unless agreed otherwise with SFI in writing. If it is proposed that the Grant is to be transferred to another research body, then without limiting Clause 28, no such transfer may occur until agreement in writing is reached between the Research Body and SFI regarding rights in and to any Programme Assets purchased or generated with the Grant.

18.5 The Research Body must implement effective property management and maintenance standards in respect of all Programme Assets and in particular must maintain detailed and accurate records containing the following information:

- (a) a description of the Programme Asset;
- (b) manufacturer's serial number and model number;
- (c) source and/or supplier of the Programme Asset;
- (d) details regarding the funding by which each Programme Asset was acquired;
- (e) details regarding title to the asset;
- (f) date of acquisition and cost;
- (g) information from which one can calculate the percentage of SFI's participation in the cost of the Programme Asset;
- (h) location and condition of the Programme Asset and the date upon which that information was reported;

- (i) unit acquisition cost; and
- (j) ultimate disposition data, including date of disposal and sale price and the method used to determine current fair market value.

**19. Government Funding / Statutory Requirements**

The Research Body acknowledges that SFI is dependent on the Irish State for funding of its Grant activities and that, if sufficient funding is not forthcoming from the State, SFI may not be in a position to fund all of its grant commitments including the Grant. Accordingly, the Research Body agrees that if SFI does not have sufficient funding to cover all of its Grant commitments as aforesaid:-

19.1 SFI shall be entitled in its sole discretion to determine which grant commitments it will continue and which commitments it will reduce, suspend, terminate or revoke; and

19.2 SFI shall be entitled in its sole discretion to forthwith reduce, suspend, terminate or revoke the Grant by written notice to the Research Body.

**20. Term, Termination and Extension**

20.1 The Grant shall commence on the date specified in the Letter of Offer and, unless terminated earlier in accordance with the Grant Conditions, shall continue for the period specified in the Letter of Offer (the “**Term**”).

20.2 The Grant may be reduced, suspended, terminated or revoked, in whole or in part by SFI with immediate effect if the Research Body fails to remedy the following circumstances within 30 days of written notice by SFI:

- (a) if, in the reasonable opinion of SFI, progress in the Research Programme is not satisfactory; or
- (b) if the Research Body or the Principal Investigator has materially failed to comply with the Grant Conditions.

20.3 The Grant may be reduced, suspended, terminated or revoked, in whole or in part by SFI with immediate effect by written notice in any of the following circumstances:

- (a) if a petition is presented or an order is made or a resolution is passed for the winding-up of the Research Body, or any action is taken by its officers or any other person for the winding-up, dissolution or striking off of the Research Body; or any action is taken by any person to appoint a receiver, administrator, administrative receiver, examiner, trustee, or similar officer of the Research Body, or any of its assets, or anything analogous to any of the foregoing events occurs in respect of the Research Body in any applicable jurisdiction;
- (b) if the Principal Investigator or any Co-Investigator:
  - (i) or any member of Research Team is convicted of any criminal offence involving dishonesty;

- (ii) or any member of the Research Team, in the reasonable opinion of SFI, engages in any Scientific Misconduct;
  - (iii) severs his/her connection with the Research Body or reduces his connection with the Research Body to such extent that, in the reasonable opinion of SFI, he/she can no longer give active direction of the Research Programme;
  - (iv) in the reasonable opinion of SFI, relinquishes active direction of the Research Programme; or
  - (v) does not, in the reasonable opinion of SFI, actively initiate the Research Programme within 60 days of the effective date specified in the Letter of Offer; or
- (c) if an investigation by the European Commission or proceedings before any court or tribunal of competent jurisdiction are commenced or threatened that the Research Body's receipt of the Grant, use of the Grant or activities funded by the Grant is contrary to applicable State aid law; or
- (d) if SFI otherwise reasonably believes that such action is necessary to protect the interests of SFI, the Research Programme or the Grant.
- 20.4 SFI may, but shall not be obliged to, provide the Research Body with written notice in advance of exercising its rights under Clause 20.22 or 20.3 and provide the Research Body an opportunity to remedy the relevant circumstances. Where SFI gives written notice pursuant to clause 20.2 or 20.3, SFI shall specify the reason(s) why SFI is exercising or considering exercising its rights of termination.
- 20.5 No costs incurred during any period of suspension of the Grant or after the effective date of termination or revocation of the Grant shall be Eligible Direct Costs, except in circumstances where:
- (a) in the opinion of SFI, no fault attaches to the Research Body or the Principal Investigator and the Research Body could not reasonably avoid or eliminate such costs; or
  - (b) the incurring of such costs was otherwise expressly authorised in writing by SFI, provided that such costs would otherwise be eligible under the Grant Conditions.
- 20.6 The Grant may be terminated by the Research Body on giving 30 days' written notice to SFI, setting out the reasons for such action, provided that:
- (a) prior to issuing such notice, the Research Body must consult with SFI to establish if any other course of action may be possible; and
  - (b) where SFI incurs expenses associated with early termination under this Clause 20.6, the Research Body must repay to SFI the relevant expenses, provided such expenses are reasonable and objectively justifiable, within 30 days of written request by SFI.
21. **No Cost Extensions**
- 21.1 SFI may, but shall not be obliged to, on receipt of a request by the Research Body and the Principal Investigator in accordance with Clause 21.2, extend the Term if SFI is satisfied that

additional time is required to ensure adequate completion of the Research Programme within the funds already made available (a “**No-Cost Extension**”).

21.2 Any request for a No-Cost Extension by the Research Body and the Principal Investigator must be made in writing and must comply with the relevant SFI Policy.

## 22. **Effects of Reduction, Termination or Revocation**

22.1 Where the Grant is reduced by SFI, the Grant shall remain in force subject to the remaining provisions of this Clause 22. SFI shall use reasonable endeavours to take account of such reduction in any future payments which are due to be made to the Research Body. Where no further payments are due to be made to the Research Body, SFI may require the Research Body by written notice, to pay to SFI such sums as may be necessary to give effect to the reduction of the Grant. Such sums may include amounts of the Grant spent on Eligible Direct Costs, provided that such sums may not exceed the total amount of the reduction of the Grant.

22.2 Within 60 days of the effective date of termination, revocation or expiration of the Grant, the Research Body must provide to SFI a report containing such information as would be contained in the final report relating to the Research Programme together with an itemised accounting of costs incurred prior to such date.

22.3 Where the Grant is terminated by SFI in accordance with Clause 20.2, 20.3 or 30, the Research Body must repay to SFI or, at SFI’s option, may be credited or set off by SFI against any payments to be made to the Research Body under any other grant, such amount of the Grant as remains unspent and such other sums as may be necessary to give effect to the revocation of the grant as notified in writing by SFI. Such sums may include amounts of the Grant spent on Eligible Direct Costs, provided that such further sums may not exceed the total amount of the Grant paid by SFI to the Research Body.

22.4 Where the Grant is revoked by SFI in accordance with Clause 20.2 or 20.3, the Research Body must repay to SFI such amount of the Grant as remains unspent and such other sums as may be necessary to give effect to the revocation of the Grant as notified in writing by SFI. Such sums may include amounts of the Grant spent on Eligible Direct Costs, provided that such further sums may not exceed the total amount of the Grant paid by SFI to the Research Body.

22.5 Where the Grant is terminated by the Research Body in accordance with Clause 20.6, 27.1 or 30 the Research Body must repay to SFI such amount of the Grant as remains unspent and such further sums as SFI may, by written notice, demand in respect of the Grant, as SFI deems appropriate in its absolute discretion, taking into account the reasons provided by the Research Body for such early termination, provided that such further sums may not exceed the total amount of the Grant paid by SFI to the Research Body.

22.6 Any amounts to be repaid by the Research Body to SFI under Clauses 20.6, 22.1, 22.3, 22.4 or 22.5 must be repaid within 90 days of the effective date of termination, reduction or revocation, as applicable. If the Research Body fails to repay any such amount within such 90-day period, then that amount may be recovered by SFI from the Research Body as a simple contract debt and shall carry interest at the rate specified in the Prompt Payment of Accounts Act 1997 accruing from the expiry of the 90 day timeframe for payment referred to in this clause 22.6.

22.7 Upon the expiration or early termination of the Grant the Research Body must cooperate with and provide all reasonable assistance to SFI and any third party acting on behalf of or on the

instructions of SFI as may be necessary to ensure an orderly wind down of the Research Programme.

## 23. Confidentiality

- 23.1 In this Clause 23, “**Confidential Information**” means all information disclosed (whether in writing, orally or by another means, whether directly or indirectly and whether specifically designated as ‘confidential’ or which ought reasonably be regarded as confidential) under or in connection with the Grant Conditions by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) whether before, on or after the date of the Letter of Offer including information relating to the Disclosing Party's products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.
- 23.2 Subject to the terms of Clauses 17 and 25 during the Term and after termination or expiration of the Term for any reason the Receiving Party:
- (a) must not use Confidential Information for a purpose other than the performance of its obligations and the exercise and enforcement of its rights under the Grant Conditions or, in the case of SFI, in the performance of its statutory powers and functions and any related activities;
  - (b) must not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party other than in accordance with Clause 23.3, 23.4 or 23.2(a); and
  - (c) must make every effort to prevent the unauthorised use or disclosure of Confidential Information.
- 23.3 The Receiving Party may disclose Confidential Information to any of its directors, other officers, employees, agents, service providers, advisers, consultants (whether paid or unpaid), auditors or bankers, (a “**Recipient**”) to the extent that disclosure is reasonably necessary for the purposes of the Grant Conditions, or in the case of SFI, related to the performance of its statutory powers and functions and related activities and provided that the Receiving Party must ensure that a Recipient is bound by a non-disclosure agreement or is subject to statutory confidentiality provisions.
- 23.4 The Receiving Party may disclose Confidential Information, if and to the extent that:
- (a) this is required by the law of any relevant jurisdiction (including the Freedom of Information Act 2014) or pursuant to an order of a court of competent jurisdiction;
  - (b) this is required by any securities exchange or regulatory or governmental body to which that party is subject, wherever situated, whether or not the requirement for information has the force of law;
  - (c) the information has come into the public domain through no fault of the Receiving Party;
  - (d) the information was in the possession of the Receiving Party before such disclosure by the Disclosing Party;

- (e) the information was obtained by the Receiving Party from a third party who was free to divulge the same;
- (f) the Disclosing Party has given prior written approval to the Receiving Party in respect of the disclosure, such approval not to be unreasonably withheld or delayed;
- (g) the information was independently developed by the Receiving Party, which independent development can be shown by written evidence; or
- (h) it is disclosed to bona fide current and/or potential purchaser, investor and/or lender of the Receiving Party, and any legal and/or professional representatives thereof; provided that such potential purchaser, investor and/or lender shall be subject to a confidentiality agreement (on terms usual to such transactions) covering such Confidential Information,

PROVIDED THAT any such information disclosed pursuant to Clause 23.4(a) or 23.4(b) shall be disclosed, where reasonably practicable, only after notice to the Disclosing Party.

- 23.5 Unless the Research Body specifically informs SFI of any objection by any company, commercial entity or any entity collaborating on the Research Programme, SFI shall be entitled to assume that it is authorised to publicise the name of such company, commercial entity or any entity collaborating on the Research Programme and other summary details (not including any commercially sensitive information) in relation to the collaboration.
- 23.6 The Parties acknowledge and agree that in the event of a default in the obligations set out in this Clause 23, damages may not be a sufficient remedy for the Disclosing Party. Accordingly, in addition to other remedies, such Disclosing Party may seek injunctive relief or specific performance of the other party's obligations.
- 23.7 Upon termination or expiry of the Grant the Receiving Party must, at the option of the Disclosing Party, either destroy or return to the Disclosing Party all Confidential Information and all copies thereof which are held by the Disclosing Party.
- 23.8 The obligations of each of the Parties as to disclosure and confidentiality shall continue in force notwithstanding the termination or expiration of the Term.
- 23.9 Notwithstanding any other provision of the Grant Conditions, nothing in these Grant Conditions, including this Clause 23, shall prohibit or restrict SFI and/or its authorised representative(s) complying with or responding to any Investigation(s) and/or any Determination(s).

#### 24. **Data Protection**

- 24.1 SFI will collect, use and disclose personal data provided in the Application and otherwise obtained under or in connection with the Grant Conditions for processing the Application, making a Grant, for the payment, monitoring, maintenance and review of the Grant, for the performance of its statutory powers and functions and for the general activities of SFI. Further details regarding SFI's collection, use and disclosure of personal data and individuals' rights in respect of personal data relating to them which is held by SFI are available in the privacy statement on the SFI Website and in reports, documents and other bulletins published by SFI.
- 24.2 During the Term or at any time following the expiration or termination of the Grant, SFI may contact the Research Body, the Principal Investigator or any member of the Research Team

concerning funding opportunities, SFI activities or any events, or for the purposes of monitoring and evaluation including but not limited to collecting scientific data and data related to impact. SFI may choose to authorise a third party to contact the Research Body, the Principal Investigator or any member of the Research Team on its behalf.

- 24.3 For the purpose of peer review, information may be sent to external experts in countries outside the European Economic Area, including countries which are not recognised by the European Commission as having adequate data protection laws. By accepting a Grant from SFI, the Research Body and members of the Research Team are agreeing that they consent to the processing and transfer of personal information in this way.
- 24.4 The Research Body must ensure that it has obtained the permission of any other person on the Research Team or otherwise participating in the Research Programme (for example any Co-Investigators or industry partners) for the provision of their personal information to SFI and the processing of their data by SFI for the purposes set out above.
- 24.5 The Research Body acknowledges and agrees that the data protection processes and procedures referred to in this clause 24 shall be subject to review and amendment to take account of changes in law which shall apply when the General Data Protection Regulation enters into force.

## 25. **Freedom of Information**

- 25.1 SFI may be required to disclose information in response to a request made under the Freedom of Information Act 2014 (the “**FOI Act**”) or the EC (Access to Information on the Environment) Regulations 2007 (the “**AIE Regulations**”).
- 25.2 If the Research Body and/or the Principal Investigator considers that any information supplied to SFI is confidential and/or commercially sensitive it shall, at the time of providing the information, identify such information and give reasons for its confidentiality and/or commercial sensitivity. SFI may, if it considers it appropriate or if it is obliged to do so under the FOI Act or the AIE Regulations, consult with the Research Body and/or the Principal Investigator prior to releasing or consenting to the release of such information in the circumstances mentioned in Clause 25.1.
- 25.3 If the Research Body receives a request made under the FOI Act or the AIE Regulations which relates to the Grant or the Grant Conditions, the Research Body must notify and consult with SFI on the response to the request.

## 26. **Entire Agreement**

The Grant Conditions constitute the entire agreement between the Parties with respect to the Grant and supersede and replace any prior written or oral agreements, representations or understandings between the Parties with respect to the Grant. Each of the Parties acknowledges and agrees that in entering into the Grant Conditions, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to the Grant Conditions or not) other than as expressly set out in the Grant Conditions. Nothing in this clause shall operate to limit or exclude any liability for fraud or fraudulent misrepresentation. Save as expressly set out herein, the Grant Conditions may not be varied except by agreement in writing between the Parties.

## 27. **Variation**

27.1 SFI may vary these General Terms and Conditions and the SFI Policy Documents at any time by giving written notice to the Research Body (a “**Variation Notice**”). The Variation Notice shall include the new version of these General Terms and Conditions and shall specify the date on which they shall come into effect (the “**Variation Date**”), which shall be at least 30 days after the effective date of the Variation Notice. If the Research Body or the Principal Investigator is not agreeable to the new version of these General Terms and Conditions, then the Research Body may terminate the Grant with immediate effect by written notice to SFI before the Variation Date. If no such notice is received by SFI before the Variation Date, then such new version of these General Terms and Conditions shall be deemed to have been accepted by the Research Body and the Principal Investigator and shall come into effect on the Variation Date, provided that no variation of these General Terms and Conditions made under this Clause 27.1 shall give rise to any requirement for repayment by the Research Body of the whole or any part of the Grant already paid to it prior to the Variation Date.

## 28. **Assignment**

28.1 The Grant is made personally to the Research Body and the Research Body may not, without the prior written agreement of SFI, assign, transfer, sub-contract, charge or in any other manner make over to any third party the benefit and/or burden of the Grant.

28.2 If a Principal Investigator or Co-Investigator intends to take up an appointment at another research body, then the Principal Investigator or Co-Investigator, as applicable, the Research Body or such other research body may seek SFI’s agreement for the Grant to be transferred from the Research Body to such other research body. SFI may, but shall not be obliged to, agree to such request provided that:

- (a) the transfer is agreed, in writing and in advance, by SFI, the original Research Body and the new Research Body under a deed of novation or such other instrument as SFI deems appropriate;
- (b) arrangements satisfactory to SFI and the new Research Body are put in place to continue the Research Programme in the new Research Body in a manner in which it was originally approved; and
- (c) SFI reserves the right to impose whatever conditions and to take whatever action it deems appropriate in the event of such a transfer, including halting the continued payment of instalments.

## 29. **Dispute Resolution**

29.1 The Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or in relation to the Grant, the Grant Conditions or any breach of them. If any such dispute cannot be settled amicably through ordinary negotiations by the authorised representative of the Parties, the dispute shall be referred to the Vice President/Dean of the Research Body and the Chief Operations Officer of SFI, who shall meet in good faith to try and resolve the dispute. If the dispute or difference is not resolved as a result of such meeting, the following procedure shall apply before resorting to litigation:

- (a) where the Parties agree that a matter is of a technical nature, it may be referred to a technical expert (the “Expert”) to be appointed by agreement between the parties. Such Expert shall act as an expert and not as an arbitrator; or



(b) where the dispute is of a non-technical nature or the Parties cannot agree as to whether or not the dispute is of a technical nature, or where the parties cannot agree on the appointment of the Expert, the matter may be referred to mediation in accordance with the Centre for Effective Dispute Resolution (“CEDR”) procedures then in force. The mediator shall be appointed by agreement between the Parties or, in default of agreement, the matter shall be referred to CEDR for appointment of a mediator. Each party shall bear its own costs in connection with the mediation and the costs of the mediator shall be borne equally between the Parties.

29.2 Nothing contained in the Grant Conditions shall prevent either Party from seeking injunctive or other relief in a court of law to protect or enforce its legal rights.

### 30. **Force Majeure**

No Party shall be in breach of the Grant Conditions if there is any total or partial failure of performance by it of its duties and obligations under the Grant Conditions to the extent that such failure is caused by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature, or any other reason beyond the reasonable control of such Party (the “Affected Party”), provided that the Affected Party must give written notice to the other Parties of the occurrence of such an event (a “Force Majeure Event”) and its effects on the Affected Party’s ability to perform its duties and obligations as soon as reasonably practicable after the Force Majeure Event occurs. The Affected Party’s affected duties and obligations shall be suspended during the period (and only during the period) in which the Force Majeure Event continues. As soon as the Force Majeure Event ceases to exist, the Affected Party must give written notice to the others of this fact. If the Force Majeure Event continues for a period of more than 60 days, a Party not claiming relief under this Clause 30 shall have the right to terminate the Grant Conditions with immediate effect by giving written notice of such termination to the other Parties.

### 31. **Severability**

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

### 32. **Nature of Relationship**

Nothing in the Grant Conditions is intended to or shall create a partnership or joint venture or legal relationship of any kind that would impose liability upon one Party for the act or failure to act of the other Party or to authorise either Party to act as agent for the other. SFI does not act as an employer with respect to the Research Programme, the Research Team or any other personnel of the Research Body. SFI shall not be responsible for, and shall have no liability whatsoever in respect of, any claim for redundancy, compensation, dismissal or discrimination or any other claims for which the Research Body or Principal Investigator may be liable as an employer or otherwise.

33. **Waiver**

No failure or delay on the part of any Party to exercise any right or remedy shall be construed or operated as a waiver. No single or partial exercise of any right or remedy prevents further exercise of that right or remedy or the exercise of another right or remedy.

34. **Rights and Remedies**

Except where the Grant Conditions expressly provide otherwise, the rights and remedies provided under the Grant Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.

35. **Notices**

35.1 Any notice or other document to be given under the Grant Conditions must be in writing and will be deemed to have been given if:

- (a) delivered by hand;
- (b) sent by first-class post or express or air mail or other fast postal service;
- (c) sent by registered post; or
- (d) sent by e-mail

to the correct address or e-mail address of the party to whom it is being sent, as set out in the Letter of Offer (as may be amended from time to time by notice in writing to the other party) and shall be deemed to have been received as follows:

- (i) by hand: on the date of delivery;
- (ii) by first-class post, express or air mail, other fast postal service or by registered post: 1 working day after posting; or
- (iii) by email: 24 hours after it left the sender's email server.

36. **Governing Law and Consent to Jurisdiction**

The Grant Conditions shall be governed by and construed in accordance with the laws of Ireland and subject to Clause 29 all Parties submit to the exclusive jurisdiction of the Irish Courts for the resolution of disputes arising out of or in connection with the Grant Conditions, including any non-contractual disputes or claims.

37. **Legal Proceedings**

The Research Body, the Principal Investigator and the Research Team shall agree to be available to participate in any legal proceedings arising out of the Grant Conditions to which SFI is a party including proceedings in connection with the ownership, exploitation, commercialisation and/or management of any Programme Intellectual Property.

