

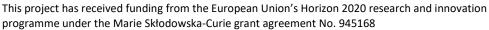
ADMIRE Fellowships in Advanced Materials Research

Terms and Conditions

Call 2 - 2022









? About this Document

These *Terms and Conditions* should be read in conjunction with the *Guide for Applicants* for the second all of the ADMIRE Fellowship Programme. Note that the guidance provided in the *Terms and Conditions* shall prevail in case of discrepancies.

Disclaimer

The views expressed in this document do not represent those of the European Research Executive Agency (REA). REA is not responsible for any use made of the information contained herein.

(U) Version History

Version 2 - Published January 2022

Changes from Version 1 (for Call 1):

- The Established Researcher Eligibility determination deadline has been aligned with the call closing date.
- The window for redress is now 14 days (in line with the *Grant Agreement Description of Action*).
- The term "host institution" is now used throughout this document, to ensure consistency with the *Guide for Applicants* documentation.

A. Applying for a Fellowship

- 1. Fellows supported under the scheme must comply with the mobility rules of the Marie Skłodowska-Curie Actions: an applicant cannot apply for a Fellowship in a country where they have lived for more than 12 months in the 3 years before the date of recruitment, defined as the call deadline: 18:00 UTC, Sunday, 01 May 2022. Other eligibility rules are given in **Section E**.
- 2. By submitting your application electronically, you are declaring that the information you are supplying is factually correct. ADMIRE reserves the right to withdraw any Fellowship awarded, or if you have commenced employment, the Host Institution reserves the right to terminate your employment, should any of the information provided in the application be found to be false or misleading.
- 3. All sections of the application, in addition to the documentation required, must be completed and submitted. Incomplete applications will **not** be evaluated.
- 4. All applicants are required to nominate an ADMIRE Supervisor on their application, who would become their Supervisor for the entire duration of the Fellowship. Applicants must contact the Supervisor before they submit their application and receive acknowledgement that the Supervisor is willing to become their direct manager and has the required experience and interest to support the Fellow's project implementation. Eligible ADMIRE Supervisors are defined in the Call documentation.
- Applications must be submitted via the ADMIRE portal). In certain circumstances
 applications submitted in hard copy may be accepted if agreed in advance of the call
 deadline.
- Applications must be submitted by the 18:00 UTC, Sunday, 01 May 2022. Late applications will not be accepted. Confirmation of receipt of your application will be sent to the e-mail address entered when registering.

B. Evaluation and Selection

- 7. The Evaluation and Selection Process for the recruitment of ADMIRE Fellows is designed to be transparent, equitable and fully aligned with the principles of *The European Charter for Researchers*¹ and *The Code of Conduct for the Recruitment of Researchers*.²
- Evaluation criteria, scoring/ranking and cut-off thresholds are detailed in the *Guide for Applicants*. There are two scoring phases in the Evaluation and Selection Process:
 - (a) each eligible application will be evaluated by three remote, independent reviewers (the *Remote Review Process*);
 - (b) if selected for interview, applicants must be available to attend an interview (the *Interview Process*), in Trinity College Dublin or remotely by videoconference at the time specified.
- 9. No preferential evaluation will be gained by attending in person or via videoconference. Travel and accommodation expenses to attend an interview in person will not be provided unless in exceptional circumstances and pre-agreed with ADMIRE Management.

¹ https://euraxess.ec.europa.eu/jobs/charter/european-charter

² https://euraxess.ec.europa.eu/jobs/charter/code

- 10. At certain points in the selection process, you may be required to show original certificates of any qualifications listed on your application, proof of identity and any other relevant documentation to verify aspects of your submission
- 11. ADMIRE will endeavour to ensure that reviewers and interview panel members have no conflict of interest related to the applications they are assessing. Reviewers and interview panel members will abide by a *Code of Conduct for Reviewers* and sign a *Conflict-of-Interest* declaration for each application they assess.
- 12. All eligible applicants will be issued details of their evaluation, including constructive feedback after the scoring phase.
- 13. All candidates have a right to redress. Requests can be made with regards to evaluation procedures that were followed and/or to the application of the evaluation criteria.
 - (a) Applicants must submit their request within 14 days of being notified of an evaluation outcome.
 - (b) Requests with regards to the scientific judgement of reviewers at any stage will not be taken into consideration. Redress Committee decisions are final.

C. The Offer

- 14. The offer to successful candidates comes in two stages:
 - (a) Award of the Fellowship by ADMIRE
 - (b) An offer of contractual employment by the Host Institution, conditional on verification of eligibility and reference checks
- 15. The applicant will be required to accept each stage of the offer in writing, within 7 days of receiving each respective notification. Accepting the award at the first stage does not commit the applicant to accepting the employment offer from the Host Institution.
- 16. In the unlikely event that the Host Institution is not able to support the Fellowship, and the ADMIRE management cannot find an alternative acceptable host, the award of the Fellowship may be withdrawn. Similarly, the Host Institutions also reserve the right to withdraw an offer if the programme is withdrawn for any reason, or if an error has been made by the Host Institution.
- 17. Personal data, in addition to that already supplied during the application, may be required by the Host Institution to complete the offer of employment. Requests will be made by the Host Institution under their own data management policies.
- 18. It is expected that successful Fellows will start the Fellowship at their earliest convenience, allowing necessary time for Trinity College Dublin and the Host Institution to implement the Award, and for the Fellow to gain permission to enter and work in Ireland. A start date will be negotiated with the Fellow and stated in the initial offer of employment.

D. Employment as an ADMIRE Fellow

- 19. The Fellow will be employed on a specific purpose or fixed term contract, full time for a duration of up to 24 months, as a Research Fellow or equivalent status at their Host Institution. General terms and conditions the employment contract will be as standard for that institution, and specify the following:
 - (a) The formal role title;

- (b) The nature of the appointment of the researcher / status with relation to the ADMIRE Programme (e.g., ADMIRE Research Fellow);
- (c) The total duration of the Fellowship;
- (d) Expected hours of work;
- (e) Details of the names of the Supervisor(s) with overall responsibility for the project;
- (f) The salary provided for the Fellow, including any additional payments such as mobility allowance etc.;
- (g) Vacation and other leave entitlements, such as sickness and maternity leave;
- (h) Arrangements between the institute and the researcher relating to IP rights, confidentiality, and any other policies of the institute;
- (i) Details of grounds and notice periods relating to termination or dismissal.
- 20. The Award for ADMIRE Fellowships is composed of the following:
 - (a) A Living allowance of €4,550 per month;
 - (b) A Mobility allowance of €600 per month;
 - (c) A Family allowance of €500 per month for Fellows with families, defined as persons linked to the Fellow by: (i) marriage; or (ii) a relationship with equivalent status to a marriage recognised by the legislation of the country where this relationship was formalised; or (iii) dependent children who are actually being maintained by the Fellow.
- 21. These allowances include employer costs that the Host Institution may incur to employ the Fellow. The Host Institution will determine the gross salary offered to the Fellow on issuing the employment offer. A non-binding indication of these salaries is provided in the *Guide for Applicants* for the Call.
- 22. All salary payments may be subject to tax and deductions under Host Institution policies and Irish Law.
- 23. The Award also includes funding towards the cost of conducting the Fellowship (which may include consumables, publications, travel, specific workshops, or training activities), of up to €875 per month. These funds will be made available in a research account at the Host Institution, under the authorisation of the Supervisor.
- 24. Fellows' main duties will be the execution of the project tasks proposed in their successfully evaluated Fellowship application. Fellowship holders are required to partake in activities supporting their career development. They may also be requested to undertake additional duties, including but not limited to supervision and teaching as part of their general duties as part of the research group they join, with the permission of their Host institution. However, this should not impede the progress of their main duties.
- 25. If circumstances arise that result in the Fellow being unable to complete their duties in executing their project tasks, they must inform their Supervisor and the ADMIRE programme manager without undue delay.
- 26. The Fellow is expected to complete the contracted period of the Fellowship. Fellowships may not be suspended other than in exceptional circumstances (e.g., parental leave, military service, or prolonged illness). Any suspensions must be in line with the employment terms and follow the procedures of the Host Institution, and, where relevant, national procedures on this matter.
- 27. Fellows will be bound by their Host Institution's policies with respect to work, paid or otherwise, outside of their contracted hours.

- 28. Fellows will work in the premises of their Host Institution. All Fellows will have appropriate laboratory space and resources to carry out their research. Any secondment host will also provide necessary space and resources to conduct an agreed secondment.
- 29. Fellows will receive an induction on policies and procedures of the Host Institution / Department to ensure safety and assist integration. Laboratory and administrative staff will be available to assist them in any matters which arise.
- 30. From time to time, and particularly during an industry secondment, the Fellow may be expected to work at the site of another organisation. Their employment contract will remain in place with the Host Institution, and the Fellow may be required to sign additional agreements (non-disclosure, safety documentation, etc.) due to their interaction with the other organisation.
- 31. Fellows will receive the security and benefits that all employees are entitled to under Irish law. All Fellows will be covered by appropriate accident insurance through their host organisation, and all Fellows are directly covered for public health care through the Irish Health Service. Fellows can opt for additional private health insurance through one of the private health insurers in Ireland at their own cost; most Host Institutions provide access to specific schemes.
- 32. All Fellows will contribute to a pension scheme, where operated by their Host Institution. Once they have paid into the pension fund for two years, they are entitled to receive a pension upon retirement. If they move to a job in another Irish public body or the civil service, they can transfer their fund to that institute or organisation's pension fund.
- 33. Fellows are always entitled to 26 weeks maternity leave, during which they will receive a basic social security Maternity Benefit. The Fellow will receive the full amount of their usual salary for these 26 weeks. If her fixed-term contract ends before the last day of maternity leave, this counts as the last day of maternity leave. This means that if the fixed-term contract ends during maternity leave, then the employee's contract of employment terminates on that date.
- 34. Fellows are also entitled to an additional 16 weeks of unpaid maternity leave by Irish law. Both parents of a child can avail of unpaid parental leave granted for up to 26 weeks. During these special unpaid leave periods, all employment rights are maintained.
- 35. The Carer's Leave Act 2001 allows employees in Ireland to leave their employment temporarily to provide full-time care. Carer's leave is unpaid, but the Act ensures that those who propose to avail of carer's leave will have their jobs kept open for them for the duration of the leave.
- **36.** All absence will be regulated by the employment contract and where appropriate by National Legislation.
- 37. The Host Institutions operate under the *National Intellectual Property Protocol*³ regarding funded research, and the employment terms will be consistent with this policy. Intellectual Property generated by ADMIRE Fellows will be managed by the Host Institution within which the Fellow is employed.
- 38. Supervisors and ADMIRE Fellows may further be obliged to complete and sign agreements and assignments where required in accordance with the *National Intellectual Policy Protocol*.
- 39. All researchers working on ADMIRE projects will have access to numbered laboratory notebooks, in accordance with good research practice. Confidentiality of undisclosed IP will be maintained through the use of non-disclosure agreements where it must be shared.

³ https://www.knowledgetransferireland.com/ManagingIP/National-IP-Protocol/

E. Eligibility Criteria

- 40. Applicants may be of any nationality.
- 41. Applicants must be fluent in English (written and spoken).
- 42. Applicants must comply with the *Transnational Mobility Rule*: at the call deadline, researchers must not have resided or carried out their main activity (work, studies, etc.) in the country of their Host Institution for more than 12 months in the 3 years immediately prior to the time of recruitment.
 - (a) Compulsory national service and/or short stays, such as holidays, are not taken into account.
 - (b) For refugees covered by the 1951 Refugee Convention (Geneva Convention), the refugee procedure (i.e., before refugee status is conferred) will not be counted as 'period of residence/activity in the country of the beneficiary'. This is regardless of whether he/she was active in research at that time.
- 43. Applicants must be *Experienced Researchers*, as per the MSCA definition: at the time of the call deadline, applicants must be in possession of a doctoral degree or, if the applicant does not have a doctoral degree, they should have at least 4 years of Full-Time Equivalent Research Experience. Full-Time Equivalent Research Experience is measured from the date when a researcher obtained a degree which would allow them to pursue a PhD and is defined as being in a role where the primary driver is research rather than commercial gain. For example, a position in a group that conducts research for the purpose of publication or generation of intellectual property. Purely teaching positions are not considered research experience.

44. The proposal:

- (a) must be complete and in English;
- (b) must be received on or before the call deadline through the online submission system;
- (c) must adhere to the ethical standards applicable to the Marie Skłodowska-Curie actions and the ADMIRE programme;
- (d) must be within an ADMIRE theme, and identify an ADMIRE Supervisor;
- (e) must be able to be conducted while hosted at the institution with which the ADMIRE Supervisor is affiliated.
- 45. Only one application per applicant may be submitted per Call.
- **46**. The Supervisor named for the project must agree to act as Supervisor for the duration of the Fellowship.

F. Ethics

47. All ADMIRE Fellows must adhere to their Host Institution's research ethics policy. The Fellows will be required to commit themselves to conduct their research to the highest standards of integrity, as outlined in the *National Statement on Ensuring Research Integrity in Ireland*.⁴

 $^{^4\,\}underline{www.iua.ie/wp\text{-}content/uploads/2019/09/National\text{-}Policy\text{-}Statement\text{-}on\text{-}Ensuring\text{-}Research\text{-}Integrity\text{-}in\text{-}Ireland\text{-}2014\text{-}}{\underline{1.pdf}}$

- 48. The ADMIRE Programme will not fund:
 - (a) research activities aimed at human cloning for reproductive purposes;
 - (b) research activities intended to modify the genetic heritages or human beings which could make such changes heritable;
 - (c) research activities intended to create human embryos solely for the purposes of research or for the purpose of stem cell procurement, including by means of somatic cell nuclear transfer.
- 49. Applicants are required to complete an Ethics Self-Assessment as part of the application process. Should any issues be identified, a statement will be requested on submission, and a separate ethics review will be conducted to confirm eligibility, in parallel to the Evaluation and Selection Process.
- 50. Research activities involving human embryonic stem cells (hESCs) will require an additional level of approval from the European Research Executive Agency prior to being awarded.

G. Reporting

- 51. Fellows will report directly to their Supervisor.
- 52. A secondary supervisor at another institute or organisation (e.g., industry partner) will be assigned by the ADMIRE Programme at the start of the Fellowship, to assist with mentorship of the Fellow.
- 53. Fellows will be required to prepare a Personal Career Development Plan (PCDP) within the first month of the Fellowship, with the assistance of their Supervisors and the ADMIRE Management Team. The PCDP will indicate a clear set of training and development objectives. These will be tailored to the field and experience of the Fellow, their career development stage and goals and the duration of the Fellowship to ensure that the objectives stated are achievable. The PCDP will be reviewed on an annual basis and revised as necessary.
- 54. Each Fellow is obliged to submit annual Progress Reports documenting the progress of their research project and achievement of the goals set out in their Fellowship plan and PCDP.

H. Public Announcement

55. All public announcements and publications given or authored by the Fellow which arise from the work carried out during their Fellowship must acknowledge that the work was co-funded by Marie Skłodowska-Curie Actions under H2020 using the following wording:

This project has received funding from the European Union's Horizon 2020 research and innovation programme under the Marie Skłodowska-Curie grant agreement No 945168

56. All public announcements and publications given or authored by the Fellow which arise from the work carried out during their Fellowship must acknowledge any other source of financial or intellectual contribution as directed by the ADMIRE Programme Manager or Fellow's Supervisor, particularly funding from Science Foundation Ireland (SFI):

This project is supported in part by a research grant from Science Foundation Ireland (SFI) under the grant number 12/RC/2278_P2

I. Data Management and Protection

- 57. Personal data obtained from you in the execution of the ADMIRE programme will be stored for the specific purposes and durations related to the programme as detailed below. Afterwards, personal data collected and maintained by the ADMIRE programme will be destroyed to our best effort.
- 58. "Personal data" means:
 - (a) date of birth;
 - (b) contact telephone number, email address and postal address;
 - (c) residence information for the three years prior to the Fellowship award date;
 - (d) education, qualifications, and employment history, including locations;
 - (e) family status (i.e., proof of dependents);
 - (f) gender.
- 59. We will make our best effort to delete any superfluous personal information provided by the applicant or Fellow not listed above.
- 60. Prior to the award of a Fellowship:
 - (a) Personal data will be collected via a Submission Management System operated by Creative Force Ltd, under contract with Trinity College Dublin.
 - For specific terms related to this systems operation, please see www.creativeforce.team/data-processing-agreement
 - (b) Personal data will subsequently be held by Trinity College Dublin, on a restricted access computerised recruitment database in accordance with the provisions of the Data Protection Act (www.tcd.ie/info_compliance/dp/) and the College's Privacy Statement (www.tcd.ie/privacy/). This information will be disclosed only to those involved in the recruitment process and will not be shared with any third party.
 - (c) Education, qualifications, and employment history, including locations, will be shared with external, independent reviewers under agreement with Trinity College Dublin for the specific purpose of evaluating your research proposal.
 - (d) Your proposed supervisor may find it useful to share details of your application with collaborating researchers in academia and industry to explore collaboration opportunities that may benefit your research proposal but will only do so with your express permission.
- 61. On award of a Fellowship:
 - (a) Personal data will be shared with the Host Institution for the purpose of issuing an employment contract, and with the European Research Executive Agency of the European Commission.
 - (b) The Host Institution may apply their own data collection and privacy policies that they will inform you of, typically managed through the terms and conditions of your employment contract.
 - (c) In any event, Trinity College will retain this personal data for a period of 18 months from the date of the last activity on your record. During this period, we may contact you from time to time regarding suitable job opportunities.

- 62. During your Fellowship, you are obliged to submit annual reports documenting the progress of their research project. This will include information on your activity conducted for the purpose of your executing your Fellowship, including:
 - (a) details of your employment contract, including any suspension;
 - (b) work location;
 - (c) travel (e.g., conference travel);
 - (d) participation in dissemination activities;
 - (e) publication and commercialisation activities;
 - (f) ethical approvals sought and obtained / denied;
- 63. These reports, and any other reporting you do as part of your Fellowship, are the property of your employer, as per the terms defined in your employment contract. Your employer is obliged to share information from the reports with parties within the ADMIRE Programme (your Host Institution, Trinity College Dublin, and the European Research Executive Agency of the European Commission). They will be retained for 5 years after last activity on your record.
- 64. At the end of a Fellowship, Fellows are obliged to complete a questionnaire⁵ for the European Research Executive Agency of the European Commission, and, two years later, a follow up questionnaire.

The European Research Executive Agency strongly values the opinions of all researchers funded through the programme and their responses to these questionnaires will help them shape the future design of MSCA.

⁵ https://ec.europa.eu/eusurvey/runner/Evaluation for MSC fellows