



IRISH INSTITUTE OF CLINICAL NEUROSCIENCE

RESEARCH GRANT TERMS AND CONDITIONS

1. Definitions

In these Research Grant Terms and Conditions, the following terms have the following meanings:

- 1.1. **“Best Practice”** means those standards, practices, methods, research methodologies, processes, and procedures conforming to the best practice applicable in the sector, and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of research under the same or similar circumstances complying with all applicable Legal Obligations, ethical requirements, codes of conduct, sectoral codes of practice, guidance, and / or applicable Irish, European and other relevant standards.
- 1.2. **“Co-Applicant”** means the person entered as Co-Applicant on the Grant Application (who may be senior or junior to the Principal Applicant, provided always the Co-Applicant is employed by the Host Institution).
- 1.3. A **“Personal Connection”** to a director is defined per Charities (Amendment) Act 2024 as follows:
 - “(i) a person is connected with an individual if that person is a child, step-child, parent, step-parent, brother, sister, spouse, civil partner, cohabitant, grandparent or grandchild of the individual or a child of the individual’s civil partner or cohabitant,
 - (ii) a person, in his or her capacity as a trustee of a trust, is connected with an individual if that individual, or any of that individual’s children, or any body corporate that that individual controls is a beneficiary of the trust,
 - (iii) a person is connected with any person with whom he or she is in partnership,
 - (iv) a person is connected with any person by whom he or she is employed under a contract of service,
 - (v) a body corporate is connected with another person if that person has control of it or if that person and persons connected with that person together have control of it, and
 - (vi) any two or more persons acting together to secure or exercise control of a body corporate shall be treated in relation to that body corporate as connected with one another and with any person acting on the directions of any of them to secure or exercise control of the body corporate.”

- 1.4. **“Data Protection Laws”** means the Data Protection Acts 1988 to 2018; the General Data Protection Regulation (Regulation (EU) 2016/679) (hereinafter **“GDPR”**); the EU ePrivacy Directive 2002/58/EC (as amended) and/or S.I. 336 / 2011 together with any further or other relevant transposition of, or successor or replacement to, those laws, together with any guidance and/or codes of practice issued by the Data Protection Commission, the EDPB (and / or any Article 29 Working Party opinions adopted by the EDPB), the EDPS, and /or any interpretation applied by the Court of Justice of the European Union interpreting any of the foregoing.
- 1.5. **“Grant”** means the once-off, non-recurring, single payment made by IICN to the Host Institution (the particulars of which are specified in the **First Schedule** to the Grant Agreement) to be used by the Host Institution for the sole purpose of funding the Research (more particularly detailed in the **Second Schedule** to the Grant Agreement) and no further or wider purposes whatsoever, and which shall be subject to the terms and conditions set out in the Grant Agreement together with the schedule thereto.
- 1.6. **“Grant Agreement”** means the Grant Agreement made between IICN and the Host Institution.
- 1.7. **“Grant Application”** means the grant application submitted by the Principal Applicant (together with all supporting documents submitted therewith, and all further documents and/or correspondence submitted to IICN) detailing the Research, the particulars of which are more particularly detailed in the Second Schedule to the Grant Agreement.
- 1.8. **“Host Institution”** means the university (established pursuant to the Universities Act 1997 (as amended) and/or the Technological Universities Act 2018) located in Ireland, and/or the public, private or voluntary hospital operating in Ireland by whom the Principal Applicant is employed. IICN will consider applications from Principal Applicants employed by a university and/or hospital operating in Northern Ireland, provided the Research is in furtherance of the main object of IICN being teaching and education of persons in the knowledge of, promotion and organisation of research into and the diagnosis and treatment of neurological and neurosurgical disorders in Ireland. IICN is unable to accept applications for Grants from a researcher attached to or employed by a commercial company or private company or laboratory or in any jurisdiction.
- 1.9. **“IICN”** means Irish Institute of Clinical Neuroscience, being a company limited by guarantee (with a licence to derogate from use of the suffix CLG) incorporated under the laws of Ireland on 10th October 1984 under company number 103630, and being a registered charity (RCN) 20012694.
- 1.10. **“Legal Obligation”** means compliance with all legislation, regulations, statutory instruments, directives, regulations, mandatory codes of practice and legislation to the extent applicable to research of this nature and/or to the performance of the

Grant Agreement and the requirements of any regulatory authority, in each case as amended, supplemented or replaced from time to time.

- 1.11. **‘Member’** means a member of IICN, being a person entered on the Register of Members and entitled to attend and vote at AGMs and EGMs.
- 1.12. **“Parties”** means IICN and Host Institution to which the Applicant is attached/employed, being the parties to the Grant Agreement.
- 1.13. **“Principal Applicant”** means the person(s) applying for the Grant (who must be a consultant or senior academic investigator employed by the Host Institution) and references to the “Principal Applicant” shall mean the Principal Applicant named on the Grant Application.
- 1.14. **“Research”** means the research specified in the Second Schedule to the Grant Agreement. The Applicant shall not deviate in any material respect from the Research, without the prior written consent of IICN and the Host Institution.
- 1.15. **“Research Period”** means the period specified in the First Schedule to the Grant Agreement.
- 1.16. **“Research Commencement Date”** means the date on which the Research is to commence, being the date more particularly specified in the First Schedule to the Grant Agreement.

2. Process for consideration of Grant Applications

- 2.1. The IICN board of directors will appoint a Grant Subcommittee to review Application Forms and evaluate those applications.
- 2.2. The Grant Subcommittee shall determine a written criteria by which all Applications are to be assessed. These shall include marking bands that will be used to arrive at an overall grade for each Application. The criteria shall give weighting to clinical relevance of any proposed research project, and the marking scheme applied to the grant application will reflect this.
- 2.3. All Applications are subject to contract/contract denied. The submission of an Application does not guarantee grant funding. See further sections (2.11) and (2.12) below.
- 2.4. Applicants are fully responsible for all costs and expenses associated with creating and submitting an Application. IICN accepts no responsibility whatsoever for any costs and/or expenses (including but not limited to legal and/or professional costs) incurred in relation to preparing and/or submitting the Application and/or any other part or element of the Grant Application process.
- 2.5. IICN is a registered charity, the main object of which is the advancement of education, which main object is achieved through the teaching and education of persons in the knowledge of, promotion and organisation of research into and the diagnosis and treatment of neurological and neurosurgical disorders in Ireland. Therefore, in respect of any Host Institution based in Northern Ireland, the applicant

will need to demonstrate how their proposed research would enhance diagnosis and treatment in the Republic of Ireland.

- 2.6. The Grant Subcommittee will agree on a panel of assessors, and shall publish the agreed evaluation criteria to be used by the panel of assessors.
- 2.7. The panel of assessors shall submit their evaluation materials to the Grant Subcommittee.
- 2.8. The Grant Subcommittee shall make recommendations to the IICN board of directors regarding which Applications might be suitable to receive a Grant. These are recommendations only, and the Grant Subcommittee does not have any decision-making authority.
- 2.9. IICN shall carefully manage all potential Conflicts of Interest in line with its Conflicts of Interest Policy.
- 2.10. The Grant Subcommittee will inform the board of directors if any applicant has a “Personal Connection” to a director of IICN and/or if there is a potential conflict of interest between the specified project and any member of the assessment panel and/or the board of directors. The IICN Conflict of Interest policy and the Charities Act 2009 and Charities (Amendment) Act 2024 will be applied. An Application may be rejected on the grounds of a Conflict of Interest with IICN and/or non-alignment with the Charities Act 2009 and Charities (Amendment) Act 2024.
- 2.11. Not all Applications can be funded. As a registered charity, IICN has a limited budget and is constrained by its financial realities. IICN reserves the right to accept no applications during any particular year, or to accept applications but not proceed to issue Grants to any applications, for any reason whatsoever in its absolute discretion.
- 2.12. The IICN board of directors shall reach a determination in their absolute discretion and their decision shall be final. At all times the IICN board of directors has the final decision on what Applications, if any, will proceed to the next stage. If a Grant Agreement is proffered, it is subject to contract/contract denied and is not binding unless or until it is both signed and exchanged between the parties.
- 2.13. There is no appeal from a decision of the IICN board of directors.

3. Section 34 Charities (Amendment) Act 2024 and

- 3.1. IICN is a registered charity, and is subject to inter alia Charities Act 2009 (as amended) and regulation by the Charities Regulatory Authority.
- 3.2. If a Grant Agreement is proffered, the Principal Applicant and any Co-Applicant(s) must:
 - (a) resign as a Member of IICN and be removed from the Register of Members of IICN;
 - (b) not be a director of IICN; and
 - (c) have no ‘Personal Connection’ to any director of IICN.

These are precautionary measures to ensure the IICN is not inadvertently breaching section 34 Charities (Amendment) Act 2024 if or when that section is commenced. These condition applies until section 34 Charities (Amendment) Act 2024 is commenced and IICN has had an opportunity to revise its processes and procedures in line whatever guidance might be published by the Charities Regulator in respect of Part 6A agreements.

- 3.3. The Principal Applicant and the Co-Applicant(s) shall fully co-operate with the Executive Manager and the Company Secretary of IICN to:
 - (a) remove their names from the register of Members; and
 - (b) provide all relevant supporting information to verify that they have no 'Personal Connection' to any director of IICN.
- 3.4. The Principal Applicant and the Co-Applicant(s) undertake not to re-apply as a member of IICN until a time after the Research Period has elapsed (and/or such later period as may be stipulated by the board of directors of IICN based on any guidance and/or code of conduct which may at any time be published by the Charities Regulatory Authority pursuant to section 54C Charities Act 2009 (as amended)).
- 3.5. Whether or not a Grant Agreement has been signed, IICN reserves the right to take all necessary actions including but not limited to pausing any Grant process and/or freezing any payments, and/or terminating the Grant Agreement, and/or implementing any right or remedy specified in these terms and conditions if any aspect of the Grant might conflict section 34 Charities (Amendment) Act 2024 and/or any guidance or code(s) of conduct published by the Charities Regulatory Authority regarding agreements made by charities pursuant to Part 6A Charities Act 2009 (as amended). The Principal Applicant, the Co-Applicant and the Host Institution all jointly and severally agree that they full accept IICN's rights and entitlements aforesaid and that they have no right of action or claim for breach of contract or otherwise against IICN if IICN takes any of these steps.
- 3.6. The Principal Applicant, the Co-Applicant and the Host Institution all jointly and severally agree that they shall (if requested by IICN) sign such further agreement and/or agreements as may be proffered by IICN **PROVIDED ALWAYS** that such further agreement(s) is solely to ensure this Grant complies with those statutory provisions and the Charities Regulatory Authority's guidance and/or codes of practice concerning same.
- 3.7. In addition to and without prejudice to any of the foregoing, in the event that this Grant is (in the reasonable opinion of IICN) incompatible with the aforementioned statutory provisions and the aforementioned guidance and/or code of conduct, then the Parties hereby agree that IICN shall be entitled to terminate this Grant Agreement pursuant to the termination provisions per clause (11.3) hereof, without further cost or compensation being due to either the Host Institution, the Principal Applicant and/or the Co-Applicant. Principal Applicant, the Co-Applicant and the

Host Institution all jointly and severally agree that they have no right of action or claim for breach of contract or otherwise against IICN if terminates the Grant Agreement.

4. Obligations owed by the Principal Applicant, the Co-Applicant, and the Host Institution to IICN

The Host Institution and the Principal Applicant and the Co-Applicant owe each and every one of the following obligations to IICN:

- 4.1. To observe and comply with the Research Grant Terms and Conditions.
- 4.2. To use the Grant exclusively for the Research.
- 4.3. To inform IICN in writing of any other source of funding accepted or received for the same Research, from any source other than from IICN.
- 4.4. The Grant is not cross-transferrable or assignable to a different person or party (other than the Principal Applicant and the Co-Applicant(s) named in the Grant Application form). The Grant is not cross-transferrable or assignable to a different Host Institution (other than the Host Institution named in the Grant Application form). The Grant is made to the Host Institution only, and is not assignable or transferrable, and cannot be sub-contracted or outsourced.
- 4.5. To ensure that the Research is carried out under the supervision of the Principal Applicant.
- 4.6. To ensure that the Grant is used for the Research only. The Host Institution is permitted to use the Grant for the Research and/or consumables/technologies (e.g. imaging, laboratory testing etc.) relating to or concerning the Research. The Host Institution shall ensure that no part of the Grant is used:
 - (a) For institutional overheads (such as rent, utilities, insurance etc);
 - (b) Exclusively for travel-related expenses;
 - (c) For single items of equipment;
 - (d) For other research and/or projects unrelated to the Research.
- 4.7. Neither the Principal Applicant nor the Co-Applicant(s) nor any other person or persons working on, in relation to, or in connection with the Research shall hold themselves out or be deemed for any purposes howsoever to be an employee of IICN.
- 4.8. That the Grant is a once-off, non-recurring, single payment. Grants are a once-off, non-recurring payment. In the event that the Grant proves insufficient to cover the cost of the project, the Principal Applicant, the Co-Applicant, and the Host Institution may submit a further written proposal to IICN outlining the additional funding required for completion of the project. The IICN may, in its absolute discretion, provide or decline to provide such additional funding, and one of the factors that will be taken in to consideration is any guidance and/or code(s) of conduct as may have

been published by the Charities Regulator as to how Part 6A agreements are to be governed. Any such additional funding provided (in IICN's absolute discretion) shall continue to be governed by the Grant Agreement and these Research Grant Terms and Conditions.

- 4.9. That they have no expectation of further and/or additional Grants and/or any right to any further money or monies from IICN, and no expectation of any future Grant from IICN.
- 4.10. That the Host Institution shall ensure (and shall demonstrate to the satisfaction of IICN) that all persons employed in or involved with or connected to the Research have received training (and continue to receive refresher training) appropriate to their duties, including but not limited to health and safety training, ethics training, etc. The Host Institution shall ensure that all appropriate procedures are in place in relation to all persons employed or engaged in relation to or in connection with the Research.
- 4.11. The Principal Applicant undertakes to spend the percentage of their working time specified in the First Schedule to the Grant Agreement.
- 4.12. If the Principal Applicant and/or any Co-Applicant publishes any research in any publications resulting from or published as a result of the Research, they are required to ensure each such publication acknowledges the Grant assistance provided by IICN (without prejudice to the researchers rights to credit other bodies' assistance).
- 4.13. The Principal Applicant may modify the aims and objectives of the approved Research in order to follow scientific developments, provided the Principal Applicant has sought and obtained the prior written approval of IICN for same.
- 4.14. Within six (6) months following the Research Termination Date, the Principal Applicant shall submit to IICN a detailed financial statement (in such format and containing such particulars as may be stipulated by IICN inter alia those particulars per clause (5.2) of these Research Grant Terms and Conditions) showing disbursements made out of the Grant to demonstrate how the Grant was applied.
- 4.15. In order to further the main charitable object of IICN, the Principal Applicant and/or the Co-Applicant(s) shall make a presentation of their Research to a meeting of IICN, at a date that is mutually agreed between IICN and the Principal Applicant. The Principal Applicant shall use their best endeavours to ensure such a presentation is made within six (6) months following the Research Commencement Date.
- 4.16. Within six (6) months following the Research Termination Date, the Principal Applicant shall submit a written report to IICN detailing the Research, which report shall include:
 - (a) the main outputs, outcomes, and findings of their Research, their impact for clinical practice, and demonstrating their clinical relevance to the teaching and

education of persons in the knowledge of, promotion and organisation of research into and the diagnosis and treatment of neurological and neurosurgical disorders in Ireland.

- (b) providing copies of any and all publications resulting from or published as a result of the Research. Each such publication shall acknowledge the assistance provided by the IICN.

4.17. The Principal Applicant and the Co-Applicant(s) shall use their best endeavours to disseminate any the outputs, outcomes, and findings of their Research as widely as possible (through peer-reviewed publications and conferences etc), in order to promote the main objects of IICN, specifically research into and the diagnosis and treatment of neurological and neurosurgical disorders in Ireland (unless this would undermine intellectual property rights, confidentiality obligations, Data Protection Laws and/or other rights/entitlements of the Host Institution, Principal Applicant and/or Co-Applicant(s)).

5. Warranties and Representations provided to IICN

The Host Institution, the Principal Applicant, and the Co-Applicant(s) hereby (jointly and severally) warrant and represent to IICN each of the following:

- 5.1. That the signatories to the Grant Agreement have full power and authority to enter into that agreement's terms and conditions which incorporate these Research Grant Terms and Conditions.
- 5.2. That the Grant does not exceed what is reasonable and proportionate having regard to the Research.
- 5.3. That prior to signing any Grant Agreement the Principal Applicant and the Co-Applicant(s) have resigned as a Member of IICN, are not a director of IICN, and have no "Personal Connection" to any director of IICN.
- 5.4. That they shall treat the Grant as a restricted fund per SORP financial reporting standards, and shall prepare and maintain financial records relevant to the Grant clearly showing all disbursements, costs, and expenses properly incurred relating to the Research. Such financial records shall be maintained in accordance with good accounting practice. Upon request, the Host Institution shall provide copies of the aforesaid financial records to IICN (and/or IICN's auditors and/or accountants) within 5 business days.
- 5.5. That the performance of the Grant Agreement does not and will not infringe any intellectual property rights of a third party or parties, nor does it infringe or breach any duty of confidentiality, confidentiality agreement, and/or any other enforceable agreement to keep in confidence any proprietary information of any third party acquired in trust or confidence.
- 5.6. That they have not (and will not at any point during the Research Period) any agreement (whether written or oral) conflicting or potentially conflicting with the obligations under the Grant Agreement and/or these Research Grant Terms and Condition.

- 5.7. That they comply with all legal obligations, legislation, regulations, ethical standards, best practice, and applicable codes of practice relevant to the sector, concerning the conduct of the Research.
- 5.8. That the Host Institution is responsible for ensuring the Research is conducted and undertaken in compliance with best practice and in accordance with the highest standards of ethics and scientific integrity and research, and using a methodology that observes Data Protection Laws.
- 5.9. It adheres to safe and effective systems (and can demonstrate compliance with and verify those systems) for managing research quality, progress and the safety and well-being of research participants, patients, and others involved in or connected with the research. These systems adhere to all with all legal obligations, legislation, regulations, ethical standards, best practice, and applicable codes of practice relevant to the sector.
- 5.10. All clinical and/or research procedures involving the handling of samples are carried out using standard operating procedures that adhere to all legal requirements, best practice, and applicable codes of practice in the sector.
- 5.11. That at all times during the Research Period, the Host Institution is and shall remain the employer of the Applicant (and the Co-Applicant where applicable).
- 5.12. That the Host Institution is solely responsible for the tax, employment benefits, employment law and equality rights etc, of the Principal Applicant and/or all Co-Applicants, and that the Host Institution shall pay all income tax and/or PRSI to the Revenue Commissioners together with all other employment-related benefits applicable to the Host Institution and/or applicable within its sector. The Principal Applicant, the Co-Applicant(s) and/or any other personnel involved in the Research shall in all respects be the responsibility of the Host Institution. Under no circumstances are they to be considered and/or deemed the responsibility of IICN. The Host Institution's personnel shall be regarded at all times as employees, agents, or sub-contractors of Host Institution only. No relationship of employer and employee shall ever arise between IICN and any of the Host Institution's personnel under any circumstances.
- 5.13. They hereby agree that for the duration of this Research Period, the Principal Applicant and the Co-Applicant are not and shall not be nor deemed to be, employees of IICN for any purpose or in any circumstance. The Host Institution shall hold harmless IICN in respect of all such persons, and any such claims by any such personnel.
- 5.14. The Host Institutions warrants that it has full responsibility for the management, monitoring and control (including all regulatory and legislative requirements) of the Research, the Principal Applicant and the Co-Applicant, and all persons and personnel employed, engaged or involved in the research. The Host Institution warrants to IICN that all personnel involved with and/or working on the Research are suitably qualified, skilled, trained. and hold all necessary accreditations and licences necessary to safely and lawfully undertake such Research. The Host Institution shall ensure that all personnel working on the Research shall conduct the Research with due skill, care and diligence, to a standard of a reasonable and careful practitioner.

- 5.15. The Host Institution warrants that it fully responsible for the conduct of the Research including but not limited to the processes and procedures concerning control, management, and/or monitoring of the Research, and compliance with all legal and/or regulatory requirements concerning the Research;
- 5.16. The Host Institution warrants that it will ensure the Research is conducted in a manner compliant with all sectoral, national, and international requirements and best practice regarding the use of sensitive materials or processes, including but not limited to radioactive isotopes, ionising radiation, laboratory or other animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances, and/or research on human subjects.
- 5.17. The Host Institution warrants that it will ensure the Research (and the location in which the Research is conducted) complies with all necessary, and/or statutory licences, consents, and/or permissions laid down by local, national, and/or international authorities in relation to ensuring health and safety, workplace safety and protection, protecting the environment, preventing pollution and ensuring wider societal health etc.
- 5.18. The Host Institution warrants and represents that IICN can rely on all the indemnities provided to IICN within these Research Grant Terms and Conditions.
- 5.19. The Host Institution shall retain all records (including but not limited to the personal data connected therewith) resulting from the Research for a period of not less than the period stipulated in the Host Institution's data protection records retention schedule maintained in compliance with Article 30(1)(f) GDPR.
- 5.20. The Host Institution warrants to IICN that it holds (and/or has obtained) and shall maintain for the duration of the Research Period all necessary and/or relevant licences, approvals, consents, authorisations, and permissions which are necessary and/or required by law, and/or may be required as part of best practice such that the Host Institution (and the Principal Applicant and the Co-Applicant) can comply with its obligations under these Research Grant Terms and Conditions.
- 5.21. The Host Institution warrants to IICN that it shall not (and it shall not permit the Principal Applicant and/or the Co-Applicant to) commit any act or omission which might invalidate, breach or otherwise impair the validity and/or effect of such licences, approvals, consents, authorisations, and permissions which are necessary and/or required by law, and/or may be required as part of best practice.
- 5.22. The Host Institution warrants to IICN that all data, and every statement, representation and/or information provided in any report submitted by the Host Institution, and/or the Principal Applicant, and / or the Co-Applicant to IICN is and shall be (to the best of the Parties knowledge, information and belief) accurate in all material respects.

6. Data Protection Laws

- 6.1. The Host Institution shall comply with Data Protection Laws in the processing of personal data in relation to or in connection with the Research. The Host Institution is responsible for all personal data (including special categories of personal data) collected and/or

processed by and the acts and/or omissions of the Principal Applicant and/or the Co-Applicant insofar as it relates to the Research.

- 6.2. The Host Institution shall not process personal data (including special categories of personal data) unless such processing complies with Data Protection Laws.
- 6.3. The Host Institution shall be wholly responsible for ensuring that any Research complies with Data Protection Laws and that any personal data processed is subject to the sufficient safeguards under Article 89 GDPR and are in conformity with the European Data Protection Supervisor Final Report EDPS/2019/02-08. The Parties hereto agree that for all purposes during the Research Period, personal data processed and/or created in relation to the Research shall be wholly the responsibility of the Host Institution, and the Host Institution is the data controller for all purposes of Data Protection Laws.
- 6.4. The Host Institution acknowledges that with respect to any personal data it (and/or the Principal Applicant and/or the Co-Applicant(s)) collects and/or processes in relation to or in connection with the Research, it acts as a Data Controller.
- 6.5. Without prejudice always to and in addition to the indemnities per clause 8 of these Research Grant Terms and Conditions, the Host Institution indemnifies and holds IICN harmless from and against any personal data breach and/or any complaint from any data subject and/or any data protection supervisory authority that the Research (or any part thereof) and/or the processing of personal data in relation to or in connection with the Research did not comply with Data Protection Laws.

7. Ethics

- 7.1. The Host Institution shall be wholly responsible for ensuring that any and all Research meets the highest standards of ethics applicable in the sector.
- 7.2. The Host Institution is wholly responsible for ensuring ethical issues are identified and where applicable all necessary approval(s) are obtained from the Host Institution's Ethics Committee before the Research Commencement Date.
- 7.3. If during the Research Period the Research parameters change for any reason or the legislative or sectoral environment changes for any reason, the Host Institution shall ensure that an updated application shall be made to the Host Institution's Ethics Committee and that no Research shall be conducted unless there is a valid and appropriate Ethics Approval for same.

8. Indemnities

The Host Institution hereby indemnifies and shall keep indemnified and hold harmless IICN in the following manner:

- 8.1. The Host Institution fully indemnifies and shall keep indemnified, and holds harmless, IICN (its directors, trustees, employees, officers, members, servants, and agents) against all actions, claims, costs (including legal and/or other related and/or professional costs), damage, damages, expenses, liability and/or liabilities, losses, proceedings, (howsoever described) arising directly or indirectly from the Research, or any act(s) or omission(s)

connected with and/or concerning and/or relating to the conduct of the Research, including but not limited to any claim of negligence, neglect, default, breach of duty, wrongful or tortious or illegal act(s). The Host Institution is wholly responsible for the Research (including the conduct thereof) and IICN has no obligation, responsibility or any liability whatsoever (whether financial or otherwise in nature) to any person or party including but not limited to the Host Institution, the Principal Applicant, the Co-Applicant(s) and/or any other personnel involved with the Research, Research participants, family members of Research participants, and/or any other third parties whatsoever.

- 8.2. Without prejudice to the generality of foregoing and without prejudice always to clause (8.1) or any other clause of these Research Grant Terms and Conditions, the Host Institution hereby indemnifies and shall keep indemnified and holds harmless IICN from and against all actions, claims, costs (including legal and/or other related and/or professional costs), damage, damages, expenses, liability and/or liabilities, losses, proceedings, (howsoever described) arising in connection with or relating to:

8.2.1. Data Protection Laws;

8.2.2. the conduct of the Research including but not limited to the processes and procedures concerning control, management, and/or monitoring of the Research, and compliance with all legal and/or regulatory requirements concerning the Research;

8.2.3. the Research's compliance with all sectoral, national, and international requirements and best practice regarding the use of sensitive materials or processes, including but not limited to radioactive isotopes, ionising radiation, laboratory or other animals, pathogenic organisms, genetically manipulated organisms, toxic and hazardous substances, and/or research on human subjects.

8.2.4. the Research (and the location in which the Research is conducted) complying with all necessary, and/or statutory licences, consents, and/or permissions laid down by local, national, and/or international authorities in relation to ensuring health and safety, workplace safety and protection, protecting the environment, preventing pollution and ensuring wider societal health etc.

8.2.5. the Research (insofar as it involves patient contact or relates to human subjects and/or human tissue and/or materials) holds valid ethics approval from the Ethics Committee of the Host Institution, is in compliance with the HSE's National Consent Policy and where applicable the provisions of the HSE's policy and procedures on Safeguarding Vulnerable Persons, together with and/or all other applicable national and/or sectoral requirements regarding informed consent;

8.2.6. any claim(s) whether an employment-law claim or otherwise, which may be threatened, and/or brought, and/or taken, and/or initiated, by the Principal Applicant, the Co-Applicant(s), and/or any other personnel involved with the Research, (whether during the Research Period and/or at any time on or after

the Research Termination Date) and whether under the Grant Agreement, common law, statute (including but not limited to claims relating to:

- (a) EC (Protection of Employees on Transfer of Undertakings) Regulations 2003;
- (b) Unfair Dismissals Acts 1977 – 2015 and/or any other employment law provision relating to employment and/or its termination applicable per common law, statute, statutory instrument or any treaty, regulation or directive of the European Union;
- (c) or otherwise, howsoever arising, upon the expiration or termination for whatever reason of this Grant Agreement.

The Host Institution warrants to IICN that it acknowledges that IICN Grants are a once-off, non-recurring Grant, and that the Host Institution has no expectation or continuity of provision of any further money or monies and no expectation of any future arrangement and/or Grant from IICN.

- 8.2.7. any injury (to include a personal injury and/or a psychiatric injury), occupational injury, sickness, or disease affecting any person, damage or damages, or the death of any person, and/or any loss of, destruction or damage to any property, whether caused (directly or indirectly) by or arising from any act or omission, or negligence, or error, or default, or breach of duty of care, of the Host Institution, the Principal Applicant, the Co-Applicant(s) and/or any other personnel involved with the Research.

9. Insurance

- 9.1. The Host Institution shall hold and maintain the following insurances at all times during the Research Period with a well-established and reputable insurer or underwriter authorised to provide insurance in Ireland and shall:
- (a) furnish to IICN (upon request) the details of such insurance together with a receipt for the payment of the premia;
 - (b) extend such policy or policies so that IICN is indemnified by the insurer(s) and/or underwriter(s) in the same manner as the Host Institution.
- 9.2. **Public Liability Insurance:** 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 for an amount of not less than €13 million per each and every claim. The Host Institution's PL insurance policy shall provide for indemnity to principals.
- 9.3. **Employer's Liability Policy:** An employer's 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 Host Institution arising as a result of or in connection with the

Research for an amount of not less than €13 million per each and every claim. The Host Institution's EL insurance policy shall provide for indemnity to principals.

- 9.4. **Clinical and Medical Negligence and Malpractice Policy:** Clinical Indemnity and/or Medical Negligence and/or Malpractice Policy insuring against liability for any claims, losses, damages and expenses (including legal and/or professional costs) due to medical malpractice and/or medical negligence including but not limited to a failure to diagnose, incorrect techniques, or incorrect medication/prescription/treatment, injury to and/or disease and/or death of any person arising as a result of or in connection with the Research for an amount of not less than €10 million per each and every claim. The Host Institution's Clinical Indemnity and/or Medical Negligence and/or Malpractice policy shall provide for indemnity to principals.
- 9.5. The Host Institution shall (at its own cost) increase the insurance limits set out at clauses (9.2), (9.3), and / or (9.4) above and/or obtain additional cover at its own expense when IICN's insurance brokers require the Host Institution to do so.
- 9.6. The insurances required to be obtained by the Host Institution per clauses (9.2), (9.3), and / or (9.4) above, shall not limit the obligations, liabilities or responsibilities of the Host Institution under the Research Grant Terms and Conditions and/or the Grant Agreement, or otherwise, and the Host Institution shall discharge all of its obligations which are insurable under the terms and conditions of the Grant whether or not it has the requisite insurance and/or whether or not it has received payment in respect of the insured obligations from its insurers.
- 9.7. The Host Institution shall be liable to pay the full amount of any deductible(s) and/or excess amount(s) arising under each and every of the above-mentioned insurance policies stipulated at clauses (9.2), (9.3), and / or (9.4) above in respect of each and every claim, and shall hold IICN harmless from the payment of same.
- 9.8. The Host Institution shall notify IICN of any claim(s) made under its insurance policies stipulated at clauses (9.2), (9.3), and / or (9.4) above insofar as they relate to the Research. The Host Institution shall as soon as possible furnish to IICN full details in writing of any event, occurrence or non-occurrence which is material to the indemnities and insurances provided for in this clause 9 (and all the subclauses relating thereto).

10. Clawback

- 10.1. The Host Institution shall immediately repay to IICN the Grant (or any part thereof) in any of the following scenarios:
- (a) the Research cannot be performed in the manner described in the Second Schedule of the Grant Agreement and/or if any of the events stipulated in clause (11.3) of these Research Grant Terms and Conditions should arise;
 - (b) in the reasonable opinion of IICN the Research has failed to meet a reasonable standard; and/or

- (c) any amount is used for any purposes not directly related to the Research.
- (d) If a determination is made by the Charities Regulatory Authority pursuant to Charities Act 2009, Charities (Amendment) Act 2024 that the payment was in breach of Part 6A requiring the Host Institution to repay some or all of the monies disbursed to it under the Grant, the Host Institution shall repay such in full within 30 days of being notified of same. The parties acknowledge that same shall be recoverable in full by IICN as a debt and shall be subject to interest at the rate specified in the Prompt Payment of Accounts Act 1997 accruing from the expiry of the due date for payment.

11. Termination

- 11.1. IICN reserves the right to freeze any payment(s) and/or terminate the Grant Agreement if and/or when section 34 Charities (Amendment) Act 2024 is commenced and if and/or when the Charities Regulatory Authority publishes any code of conduct and/or guidance regarding agreements made by charities pursuant to Part 6A Charities Act 2009 (as amended). The Principal Applicant, the Co-Applicant and the Host Institution all jointly and severally agree that they full accept IICN's right and entitlement to terminate this Grant Agreement on these grounds and that they have no right of action or claim for breach of contract or otherwise against IICN if IICN takes any of these steps.
- 11.2. Without prejudice to the foregoing, the Grant Agreement shall terminate on the Research Termination date specified in the First Schedule to the Grant Agreement, unless earlier terminated in compliance with clauses (11.2) and/or (11.3) hereof (and each of the sub-clauses applicable thereto).
- 11.3. The Grant Agreement may be terminated if there is any breach of these Research Grant Terms and Conditions which breach is (in the reasonable opinion of IICN) material and, where such breach is (in the opinion of IICN) capable of remedy, and the Host Institution fails to remedy that breach within 20 business days of having been given notice by IICN to remedy that breach.
- 11.4. The Grant Agreement (and any payment(s) thereunder) may be suspended, or frozen, and/or reduced, and/or terminated by IICN (in its sole discretion) immediately and giving no prior notice to the Host Institution, Principal Applicant and/or the Co-Applicant in any of the following circumstances:
 - 11.4.1. If there is any change in the law (including but not limited to the Charities Act 2009 (as amended) which may (in the absolute discretion of IICN) render the performance these Research Grant Terms and Conditions unlawful and/or would make it an offence for IICN to be in an agreement of this nature.
 - 11.4.2. If the Principal Applicant and/or the Co-Applicant(s) (or any of them) if found to be a Member of IICN, or becomes a director of IICN, or becomes a person with a Personal Connection to a director of IICN at

any time during the Grant Agreement. This is because such agreements will be restricted per section 34 Charities (Amendment) Act 2024 when commenced.

- 11.4.3. If any warranty and/or representation of these Research Grant Terms and Condition cease to be true and accurate in all material respects.
- 11.4.4. If the Principal Applicant:
 - (a) Is adjudicated as a bankrupt;
 - (b) Is convicted of any criminal offence;
 - (c) Is suspended and/or the subject of any workplace procedure within the Host Institution such that they are placed on administrative leave and is thereby unable to devote the relevant hours to the Research as stated in the First Schedule to the Grant Agreement;
 - (d) Has devoted or intends to devote substantially less hours to the Research, such that the particulars stated in the First Schedule to the Grant Agreement are no longer accurate or will become no longer accurate;
 - (e) Leaves, resigns, retires, or otherwise severs its employment with the Host Institution;
 - (f) Is (without the prior written consent of IICN) absent from the Host Institution for a continuous period of three months or more. It is acknowledged by IICN that the Principal Applicant may take annual leave and/or such other forms of leave as are applicable under employment law and/or the terms of employment within the Host Institution, and therefore if a period of absence exceeds 3 (three) months, IICN shall be notified in advance, and the Host Institution shall set out its proposals for the Research during that period of absence;
 - (g) Has disclaimed or relinquished or intends to relinquish active direction and/or supervision of the Research.
- 11.4.5. The Host Institution terminates the Principal Applicant's employment. In such circumstances, IICN may (at its discretion) approve a once-off extension of the Research Period for a maximum period of 12 months beyond the Research Termination date specified in the First Schedule to the Grant Agreement. A request for a once-off extension must be made in writing by the Host Institution and must set out the reasons therefor.
- 11.4.6. If the Host Institution becomes insolvent or is unable to pay its debts as they fall due, or ceases to trade, or a receiver, liquidator, examiner, or administrator, or similar officer is appointed over all or any part of the

Host Institution's assets, or if the Host Institution enters into any composition or arrangement with its creditors generally, or is wound up, liquidated, or dissolved or any step or proceeding is taken with a view to achieving any of the foregoing.

- 11.4.7. if (in the reasonable opinion of IICN) there is a serious breach of these Research Grant Terms and Conditions. Events that shall be deemed a serious breach of the obligations under this Agreement include (but are not limited to):
- (a) non-compliance with any legal obligation, legislation, regulation, ethical standard, best practice, and applicable code of practice relevant to the sector,
 - (b) breach of duty,
 - (c) any act or omission that constitutes a risk to health or safety,
 - (d) gross misconduct, or acts or omissions that could bring IICN into disrepute,
 - (e) any misuse or improper use or misallocation of the Grant
- 11.5. IICN shall serve written notice (the "Termination Notice") on the Host Institution, Principal Applicant and/or Co-Applicant specifying the nature of the breach and the date of expiry of the Termination Notice ("Termination Date") and upon such date, the Agreement shall be so terminated.
- 11.6. No Party shall be entitled to any additional amounts or compensation in the event that the Agreement is terminated in accordance with clause (10) of these Research Grant Terms and Conditions.
- 11.7. Without prejudice always to the "Clawback" provisions under clause (10) of these Research Grant Terms and Conditions, the Host Institution shall repay to IICN the entire Grant (or any proportion thereof as IICN may specify) which has not already been consumed by the cost of the Research undertaken as at the termination of this Agreement.
- 11.8. If the Grant Agreement is terminated by IICN on the grounds set out at clauses (11.2) and/or (11.3) above, then IICN shall be entitled to withhold from, and shall not be obliged to pay to the Host Institution any portion of the Grant unpaid to the Host Institution and furthermore IICN shall have no liability to pay any further amount(s) of the Grant.
- 11.9. If the Grant Agreement is terminated by IICN on the grounds set out at clauses (11.2) and/or (11.3) above, then the Host Institution shall immediately repay to IICN such sum as the IICN may demand (but such amount so demanded shall not to exceed the amount of the Grant already paid to the Host Institution).

12. Consequences of termination:

- 12.1. The termination of this Agreement shall be without prejudice to and shall not affect any of the rights of IICN accrued up to the Termination Date.
- 12.2. The termination of the Agreement, however incurred, shall not operate to relieve the Host Institution and/or the Principal Applicant and or the Co-Applicant of their continuing obligations under these Research Grant Terms and Conditions.
- 12.3. On the date of termination of this Agreement, the Host Institution shall:
- (a) Provide the financial reports per clause (4.14) of these Research Grant Terms and Conditions; and
 - (b) Immediately repay to IICN any amount of the Grant not consumed by costs associated with the Research;
 - (c) Provide such other and / or further particulars and/or information and/or data as may be required to respond to queries raised by or investigations undertaken by the Charities' Regulatory Authority and/or IICN's auditors and accountants.

13. Force Majeure

Neither Party shall be liable to the other in contract, tort or otherwise for any failure or delay in the performance of any of its obligations under the Grant Agreement that is caused by any event of force majeure including but not limited to an act of God; labour dispute; or interruption or failure of utility service.

14. Waiver

None of the terms of the Grant Agreement (and/or these Research Grant Terms and Condition) may be waived except by express written agreement signed by the party against whom enforcement of such waiver is sought. Failure or delay of either party in enforcing any of its rights under the Grant Agreement shall not be deemed a continuing waiver of such right.

15. Assignment

The rights and obligations placed upon the Host Institution, the Principal Applicant, and/or the Co-Applicant(s) under the Grant Agreement and these Research Grant Terms and Conditions are deemed to be personal in nature and shall not be assignable in whole or in part.

16. Entire Agreement

The Grant Agreement and these Research Grant Terms and Conditions constitutes the entire Agreement between the Parties with respect to the Research and the Grant and

supersedes all prior agreements and understanding among the parties, whether written or oral.

17. **Headings**

The headings herein contained are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation hereof.

18. **Severability**

In the event that any clause, term, condition, or provision of the Grant Agreement and/or the Research Terms and Conditions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such clause, term, condition or provisions shall to that extent be severed from the remaining t clause, term, condition or provisions which shall continue to be valid to the fullest extent permitted by law.

19. **Amendments**

The Grant Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

20. **Governing Law**

The Grant Agreement and the Research Grant Terms and Conditions and shall be governed by the laws of Ireland and the Irish courts shall have exclusive jurisdiction in relation to any disputes arising under same.