



# **Walsh Fellowships Programme**

*Terms and Conditions*

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**Teagasc reserves the right to revise the Terms and Conditions of this Programme at any time.**

## **1. INTRODUCTION TO TEAGASC**

- 1.1 Teagasc – the Irish Agriculture and Food Development Authority – is the national body providing integrated research, advisory and training services to the agriculture and food industry and rural communities. It was established in September 1988 under the Agriculture (Research, Training and Advice) Act, 1988.
- 1.2 Its mission is to support science-based innovation in the agri-food sector and the broader bioeconomy that will underpin profitability, competitiveness and sustainability.
- 1.3 Its goals are to:
  - Improve the competitiveness of agriculture, food and wider bioeconomy
  - Support sustainable farming and the environment
  - Encourage diversification of the rural economy and enhance the quality of life in rural areas
  - Enhance organisational capability and deliver value for money.
- 1.4 Teagasc delivers on its mission and goals through the following four broad programme areas:
  - Animal and Grassland
  - Crops, Environment and Land Use
  - Food
  - Rural Economy and Development.
- 1.5 In support of its mission and objectives, Teagasc operates a postgraduate fellowships programme known as the Walsh Fellowships Programme.

## **2. THE WALSH FELLOWSHIPS PROGRAMME**

- 2.1 The fellowships are called Walsh Fellowships to commemorate the late Dr Tom Walsh, a national leader in developing agricultural and food research in Ireland and the first director of both the Agricultural Research Institute and the National Advisory and Training Service, which were merged to form Teagasc in 1998.
- 2.2 The Walsh Fellowships Programme is an integral element of Teagasc’s research and knowledge transfer strategy. Working alongside their Teagasc supervisors, Walsh Fellows contribute to advancing the Teagasc research and knowledge transfer agenda in agriculture and food and to the development of the organisation’s mission.
- 2.3 The Programme provides fellowships to postgraduates to work on projects relevant to the Teagasc Research and Knowledge Transfer Programme while

studying for a higher degree. The Fellowships may be offered in all areas of the Programme – food, animal and grassland, crops, environment and land use, economics and rural development.

- 2.4 In addition to the standard Walsh Fellowship format, which enables a Fellow to undertake a postgraduate degree while working on a project relevant to the Teagasc Research Programme, Walsh Fellowships are also awarded to students to undertake a M.Agr.Sc Innovation Support Programme and M.Agr.Sc Agricultural Extension Programme in University College Dublin (UCD) while contributing to the Teagasc Knowledge Transfer Programme.
- 2.5 Both programmes aim to equip graduates with the skills and knowledge to be effective in building the capacity of farmers to adopt new practices and technologies. The experience gained on these programmes will equip them well for future roles in advisory services, technical consultancy and education delivery.
- 2.6 The Programmes consists of taught modules, a research project on a particular knowledge transfer challenging/issue and practical experience in teaching and/or advisory work. Ten such fellowships are awarded annually on each programme. (See [www.teagasc.ie/](http://www.teagasc.ie/) for application and assessment procedures.)
- 2.7 In the main, Fellowships will be offered for study in a Higher Education Institute (HEI) in Ireland. However, a limited number of Fellowships may also be available for study in a HEI outside of Ireland.

### **3. PROGRAMME OBJECTIVES**

- 3.1 Through the provision of high quality research training, leading to the acquisition of a higher degree, the Walsh Fellowships Programme aims to
  - *Contribute to the Teagasc goals of generating and applying new knowledge for the sustainable development of the agriculture and food processing industry to enable it to respond profitably to consumer demands and contribute to a vibrant rural economy and society.*
  - *Enhance the scientific and technical capacity of the Irish agri-food sector.*
  - *Facilitate liaison between Teagasc's applied research programme and the basic or fundamental investigations in the HEI sector.*
  - *Increase the overall research and knowledge transfer capacity of Teagasc.*

#### 4. SUBMISSION OF WALSH FELLOWSHIPS APPLICATIONS

- 4.1 Teagasc will accept applications for Walsh Fellowships as follows:
- 4.1.1 **Open call for proposals issued in June of each year:** This call is forwarded to HEIs in Ireland and published on the Teagasc website. Priorities for the call are determined by Teagasc and reflect the organisation's Research Programme priorities.
  - 4.1.2 **The Annual Teagasc Internal Call for New Research Proposals:** Teagasc co-supervisors signal the requirement for a Walsh Fellow/s during the annual Internal Research Call process and follow up by submitting an application with an academic supervisor under the open call described in 4.1.1.
  - 4.1.3 Requests for fellows as a vehicle for implementing formal collaborative agreements between Teagasc and international HEIs/research institutes.
  - 4.1.4 *Ad hoc* requests for fellow/s resulting from the award to a supervisor of external project funding following an external peer review process. Funding must be sufficient to cover the full cost of the Fellowship over its full duration.
  - 4.1.5 *Ad hoc* requests for fellow/s resulting from the award to a supervisor of other external project funding, which is not subject to peer review. Funding must be sufficient to cover the full cost of the Fellowship over its full duration
  - 4.1.6 *Ad hoc* requests for fellow/s to be funded from internal Teagasc funds.
- 4.2 Applications for Walsh Fellowships are made by full-time academic staff members ("the academic supervisor") in recognised HEIs in association with a Teagasc research officer ("the co-supervisor").
- 4.3 The office of the Vice-President/Dean of Research/Head of Development, as applicable, of the academic supervisor's institution is required to endorse an application.
- 4.4 Applicants must disclose any potential conflict of interest is disclosed at the time of application
- 4.5 All postgraduate fellowships awarded under Paragraph 4.1 are known as **Walsh Fellowships**.
- 4.6 Teagasc may also seek applications for fellowships directly from particular colleges/staff members to meet specific programme, funding or other organisational requirements. The number of any such awards in a year will be strictly limited.
- 4.7 Teagasc reserves the right, in exceptional circumstances, to call for fellowship applications directly from postgraduate students.

- 4.8 All applications for Walsh Fellowships must be made on the standard form, obtainable from: [www.teagasc.ie](http://www.teagasc.ie).

## **5. THE ASSESSMENT PROCESS**

- 5.1 For the purposes of assessment, a distinction is drawn between Walsh Fellowship applications which are a component part of externally peer reviewed research proposals and those which have not been subject to external peer review. In this regard, all applications submitted under 4.1.1, 4.1.2, 4.1.3, 4.1.5 and 4.1.6 will be subject to the assessment process outlined at 5.3 below, while applications submitted under 4.1.4 will be assessed as described at 5.4 below.
- 5.2 In the case of proposals submitted under 4.1.1 and 4.1.2, only completed applications received on or before the closing date specified in the call for proposals will be assessed for funding.
- 5.3 All eligible applications submitted under paragraphs 4.1.1, 4.1.2, 4.1.3, 4.1.5 and 4.1.6 will be assessed as follows:
- 5.3.1 All such applications will be sent for external peer review.
- 5.3.2 These applications will be further assessed by a Teagasc-appointed Technical Evaluation Panel (TEP), which will draw up a recommended list of proposals for funding.
- 5.3.3 The recommended list will be submitted to an internal Teagasc panel comprising the Director of Teagasc, the Director of Research and the Walsh Fellowships Programme Manager (WFP). They will agree a final list of proposals for funding for submission to the Teagasc Authority.
- 5.3.4 The Teagasc Authority will approve the final list of proposals for funding.
- 5.3.5 All applicants will be notified of the outcome and provided with feedback from the Technical Evaluation Panel and external reviewers.
- 5.4 The following criteria are used in assessing applications submitted under 4.1.1, 4.1.2, 4.1.3, 4.1.5 and 4.1.6:
- a. Scientific background, technical quality and relevance to Teagasc of the application (50%)**
- Does the application demonstrate sound knowledge of the state-of-the art?
  - Does the application reflect a clear understanding of the research area?
  - Is the application of high scientific quality, realistic and well described?
    - Is the methodology/approach appropriate to the project?

- Is there a statistical input reflected in the proposal?
    - Is the application original and innovative?
    - Is the project relevant to the Teagasc mission and goals?
  - b. Tasks (20%)**
    - Is (are) the objective(s) clearly specified, measurable and time bound?
    - Do the tasks represent realistic measurable steps in the delivery of the task objectives?
    - Are the deliverables clearly stated and achievable within the time frame proposed?
  - c. Expected benefits (10%)**
    - Are the expected benefits realistic?
    - Is the relevance of the benefits to various stakeholder groups clearly identified?
  - d. Supervision and resources (20%)**
    - Does the supervisory team have the qualifications/expertise to oversee the successful completion of the work proposed in the application?
    - Is there evidence of commitment to the development of the postgraduate student?
    - Does the application represent value for money?
  - e. Evaluation Criteria for Review by Internal Teagasc Panel**
    - Available budget in Teagasc
    - Report from Technical Evaluation Panel
    - Overall balance of Walsh Fellowships between Teagasc programmes
    - Need for investment in key new areas by Teagasc.
- 5.5 All externally funded WF applications which have already been subject to peer review (applications under 4.1.4) will be submitted to the Director of Research and WFP to assess their relevance to Teagasc priorities and overall quality and suitability.
- 5.6 An award letter will be issued to successful applicants within one month of the final decision. This letter will outline the conditions that will apply to the award.
- 5.7 Applicants must acknowledge receipt of the award letter and acceptance of the conditions within one month from the date on the award letter.
- 5.8 Unsuccessful applicants will also be informed within one month of the decision.
- 5.9 The final award of a grant to any applicant is dependent on the availability of funds within Teagasc.

## 6. SELECTION OF POSTGRADUATE STUDENTS

- 6.1 Following receipt of approval from Teagasc, the supervisor and the co-supervisor publicly invite suitably qualified postgraduate students to apply for the Fellowship. Where there is more than one suitably qualified candidate, an interview board (comprising Teagasc and academic supervisors and any other appropriate person/s) may be appointed to make the selection.
- 6.2 If a suitable postgraduate student has not been selected within a period of twelve months from the date of notification of the award, the Fellowship award will lapse and a new application will be required if the supervisors wish to be considered for an award.
- 6.3 Postgraduates applying for a Fellowship must have a first or upper second-class honours primary degree, or the equivalent. A Masters degree may be considered to take precedence over the results of the primary degree.
- 6.4 Walsh Fellows must be formally accepted by the HEI in line with its admission policy and must be registered for a full-time postgraduate degree programmes in the HEI for the award to commence.
- 6.5 Walsh Fellows must furnish proof of registration for the higher degree throughout the term of the Fellowship in a recognised HEI in Ireland or in an approved HEI outside of Ireland, and continued payment of the Fellowship is dependent on the student being registered. **Evidence of registration is required before the first Fellowship payment will be made.**
- 6.6 On the awarding of a Fellowship, the academic supervisor must inform the Teagasc Fellowships Administrator immediately when the following details become available: name of student, registration details, college reference or account number and start date.
- 6.7 Suitably qualified postgraduate students from any country may hold a Walsh Fellowship. They must satisfy the State's regulations on immigration if not a national of a member state of the European Union (EU). (See also 13.7).
- 6.8 Acceptance of the award is subject to these terms and conditions which, in conjunction with the signed acceptance form, will formulate the basis under which the award is held and/or renewed.
- 6.9 Fellowships are held subject to these Terms and Conditions. If any of these are breached by a Fellow or HEI, Teagasc may suspend or terminate the Fellowship and/or may require reimbursement of such payments as have already been made to the HEI/Fellow.
- 6.10 The Fellowship may only commence on receipt of approval to proceed from the Teagasc Fellowships Administrator.

- 6.11 The Fellowships Administrator will maintain a register of all current Walsh Fellows.
- 6.12 Walsh Fellows who are located at Teagasc research centres during all or part of the period of the Fellowship are **not** employees of Teagasc.
- 6.13 In order to comply with Teagasc Health and Safety requirements, Walsh Fellows located at Teagasc Research Centres are required on their first day in the Centre to complete an Assumption of Duty form. This electronic form is available on the Teagasc Intranet site (Tnet) and administrative staff at the Centre will assist in the completion of the form.
- 6.14 As full-time researchers, Walsh Fellows located at a Teagasc Centre must attend for work during the normal opening hours and all absences from the Centre during normal working hours must be approved by the Teagasc supervisor. Regular attendance of the Fellow may be ensured by the Centre by keeping an attendance register.
- 6.15 Walsh Fellows located in a Teagasc Research Centre must abide by the standards of conduct/behaviour and performance that are in place to protect the operation of the organisation and the well-being of its staff. Where standards of conduct/behaviour or performance are not maintained to a satisfactory level, the Disciplinary Procedure may be invoked.
- 6.16 Teagasc Walsh Fellows located outside of a Teagasc Research Centre must submit himself/herself to the disciplinary regulations of the University/ Institute/ Laboratory where he/she is working.
- 6.17 As Walsh Fellows are not Teagasc employees, they are not entitled to benefit from any of the statutory or non-statutory entitlements of staff members, nor from any of the other leave or other agreed staff arrangements. Annual leave and other special leave will be granted in accordance with the standard practice applied to students in each individual centre.

**7. DURATION OF FELLOWSHIPS**

7.1 The following are the maximum periods for which a Fellowship will be awarded:

Research MSc Degree	TWO years
Traditional PhD Degree	THREE years
Structured PhD Degree	FOUR years.

7.2 Fellowships will be awarded only to those who are full-time students and who engage full-time on the approved research project during the period of the Fellowship.

- 7.3 Notwithstanding paragraph 7.2, Teagasc will agree to allow Fellows to take on additional duties (teaching duties, supervision, education provision and support activities) in the second and subsequent years of the Fellowship, provided:
- 7.3.1 The Fellow provides Teagasc with a written statement of support from his/her supervisors and obtains prior written permission from Teagasc;
  - 7.3.2 The additional duties are not excessive (do not exceed a total of 50 hours per academic term) and do not prevent students, particularly at the beginning of their careers, from carrying out their research activities;
  - 7.3.3 The additional duties are relevant to the research funded by the Fellowship and are consistent with the training and career development plan agreed by the Fellow and supervisors.
- 7.4 A request for an upgrade from an MSc to a PhD programme must be made in writing to the Fellowships Administrator and be signed by both the academic and Teagasc supervisors. Requests for upgrades will be considered in the following instances:
- Where a student provisionally registered for an MSc is approved by both his college and Teagasc supervisors to convert to a PhD, and
  - Where progress on what was originally an MSc project is deemed by college and Teagasc supervisors to merit upgrade to a PhD.
- 7.5 Requests should be made in good time (not later than six months from scheduled completion of the thesis) during the final year and should clearly state:
- the current state of progress towards obtaining the degree
  - any additional output from the additional period of research
  - a clear plan for completion of the thesis within the time period requested.
- 7.6 In the case where what was originally a PhD Fellowship has been reduced to an MSc, a second (MSc) student may be substituted on the same project, provided that the duration of the unexpired portion of the original PhD approval is not exceeded.
- 7.7 Another student may replace a student who leaves during the course of a Fellowship for the unexpired period of the Fellowship. In cases where a PhD student leaves within six months of first registering, the replacement (PhD) student will be funded for up to a maximum of three years in the case of a traditional PhD project or four years for a Structured PhD project.
- 7.8 Extensions to the approved duration of Fellowships will only be considered where unforeseen circumstances of substantial consequence arise.
- 7.9 Applications for extensions should be made in writing jointly by the academic and Teagasc supervisors to the Fellowships Administrator and should clearly state:
- the current state of progress towards obtaining the degree

- the unforeseen circumstance/s and how it/these has/have caused the delay in progress
- a clear plan for completion of the thesis within the extended period requested.

7.10 All requests for extensions will be considered by the Director of Research and the WFP Manager. Extensions, where agreed, will normally be limited to no more than three months at a time.

## **8. SUPERVISION AND TRAINING**

8.1 As a primary objective of the Walsh Fellowships Programme is the training and professional development of the postgraduate, high quality supervision is essential, and this is the joint responsibility of the academic and Teagasc supervisors. The supervisors should meet and discuss progress regularly with the student (at least six times per year).

8.2 Where a Fellow is on a structured degree programme, the Head of Department (or her/his equivalent) will be required to confirm that the Fellow's programme includes the development of discipline-specific knowledge, research skills and generic/transferrable skills in line with the national definition in Appendix 1 and meets institutional requirements for a structured programme, including coursework requirements.

8.3 Teagasc will organise relevant skills training courses for its Walsh Fellows, which students are expected to attend.

8.4 All new Walsh Fellows located at a Teagasc Research Centre must attend the local induction training day which will be organised shortly following their arrival on campus.

8.5 All new Walsh Fellows must attend the Teagasc national Induction Programme which will be organised centrally on an annual basis.

8.6 The Fellow and the supervisors are required to create a written project plan that describes a comprehensive work plan for the duration of the Fellowship and should include a training and career development plan with a view to developing a viable career beyond the Fellowship period.

8.7 A record must be kept of training and career development activities completed by the Fellow and these must be reported in progress reports submitted to Teagasc.

8.8 In cases where postgraduate students conduct their fieldwork off-campus and remote from a Teagasc centre, formal arrangements should be made for at least quarterly face-to-face meetings between student and supervisors supplemented by skype/videoconferencing, etc.

- 8.9 Heads of Programme must ensure that appropriate supervision is maintained in situations where the original Teagasc supervisor is unable, for whatever reason, to continue this role. Advanced provision for continuing supervision must be made in cases where the original Teagasc supervisor is scheduled to retire prior to the completion of the postgraduate programme. Heads of Department in HEIs are required to make similar provision.

## **9. REVIEW OF PROGRESS**

- 9.1 Supervisors must submit a short progress report (online) to the appropriate Teagasc Head of Programme before 30 June each year and copy to the Walsh Fellowships Administrator. The progress reports must include, but not be limited to, research progress and outputs of the Fellow. The Head of Programme must approve the reports in order to ensure continuation of the Fellowship. The timely submission of these reports is a condition of the continuation of the Fellowship.
- 9.2 The Head of Programme by certifying the Walsh Fellows payments list for his/her programme confirms that the progress of Fellows is satisfactory.
- 9.3 If the Head of Programme receives an unsatisfactory progress report on a Fellow, he/she must discuss this with the supervisors and the Fellow and agree an action plan for resolution with a time deadline and also inform the Walsh Fellowships Administrator.
- 9.4 If a Fellow's progress continues to be unsatisfactory over a number of reporting periods, despite attempts at remedial action, Teagasc may terminate or suspend the Fellowship.
- 9.5 The Fellow must contact the Walsh Fellowships Administrator if he/she has any concerns about the Fellowship.
- 9.6 It is the responsibility of the Fellow to inform the Walsh Fellowships Administrator in writing of any change of address, telephone, or e-mail within two weeks of such a change. For ease of contact, Fellows are requested to use a single email address for all correspondence from application to award and for the duration of the Fellowship.
- 9.7 Fellows are required to inform the Walsh Fellowships Administrator of the successful completion of their postgraduate degree.
- 9.8 Teagasc will carry out a destination survey of those who receive Fellowships, following completion of the Fellowship.

## **10. INTELLECTUAL PROPERTY ISSUES**

- 10.1 As Walsh Fellowships are awarded, using Irish state funding, to full-time academic staff (“Academic Supervisor”) in third level colleges/institutes (“Institutions”) based on collaboration with a Teagasc researcher (“Teagasc supervisor”), the [Inspiring Partnership – the national IP Protocol 2016](#)’, “must be adhered to, in terms of bilateral collaborative arrangements between Teagasc and the Institution.
- 10.2 Attached in Appendix 2 is a non-binding Term Sheet that sets out the IP principles and terms for Walsh Fellowships in accordance with the Irish National IP Protocol 2016. By accepting the Award, the Institution hereby agrees to the terms and principles outlined in the Term Sheet. (Only in the case of conflict between the Walsh Fellowships funding source terms and conditions, and terms outlined in the Term Sheet shall the former supersede the latter).
- 10.3 Should an IP agreement be drawn up between Teagasc and Institution (preferably within six months of commencement of the Walsh Fellowship), its terms will be based on the principles and terms agreed in the Term Sheet. For any queries regarding IP, please contact the Teagasc Technology Transfer Office at [techtransfer@teagasc.ie](mailto:techtransfer@teagasc.ie).

## **11 RESEARCH DISSEMINATION**

- 11.1 It is Teagasc policy to encourage Walsh Fellows to place their research results in the public domain through publication in journals, presentation at conferences, display on webpages or other forms of public disclosure. This remains a vital factor in career advancement and recognition, and is in line with the Teagasc public service research role.
- 11.2 The Guidelines for Paper Authorship in Teagasc are available on the Teagasc website and should be consulted.
- 11.3 Students are also expected to contribute to seminars at their research centres and at the annual Walsh Fellowships Seminar.
- 11.4 Supervisors should encourage Walsh Fellows to present their findings at national and international conferences within the limits of budgets available for projects.
- 11.5 All public lectures and/or publications given or issued by a student which arise from work supported by the Walsh Fellowships must contain an acknowledgement of the funding received from Teagasc, and approved by supervisors in advance.
- 11.6 During the preparation of all publications, presentations and reports relating to the Walsh Fellowship, all novel IP contained therein should be discussed with the Teagasc and/or Institution Technology Transfer Office or equivalent prior to submission of said manuscript.

- 11.7 The Institution and Teagasc agree to consult each other in advance of submission of any proposed publication or presentation of any papers, studies, promotional materials or similar materials containing any reference to each other or the Walsh Fellowship. If in the opinion of a Party, the proposed publication contains confidential information or details of any novel intellectual property of that Party it may, acting promptly and reasonably;
- require the removal of any confidential information and/or proprietary information owned by the party; and/or
  - recommend changes which the publishing party may make at its sole discretion; and/or
  - require a delay of publication appropriate in time to allow protection of any novel intellectual property rights; in no event may the delay be unreasonable or more than six months .
- 11.8 Nothing shall prevent the Walsh Fellow from submitting for a degree, a thesis based on any Foreground IP, examination of such thesis by external examiners or deposit in the library, provided the thesis is subject to restricted access e.g a ‘stay’ on the thesis, as required, and examination under confidentiality obligations.
- 11.9 Teagasc is committed to the maintenance of high ethical standards in the research that it funds through its Fellowship Programme and all HEIs in receipt of Fellowship funding must have in place clear ethical guidelines and assurance procedures designed to manage research under its direction.
- 11.10 The HEI must ensure that the highest quality of research conduct is maintained. The HEI must ensure that systems are in place to prevent research misconduct (e.g. plagiarism, falsification of data, improper selectivity of data) and manage it if it occurs. The systems must be clearly publicised, together with agreed procedures for investigating allegations of research misconduct.

## **12 CONFIDENTIALITY**

- 12.1 During the period of the Walsh Fellowship project (“Project”), and for a period of five years after termination of the project, the Parties agree not to disclose, divulge or communicate Confidential Information to any third party without prior written consent of the disclosing Party. The receiving Parties shall ensure that all Personnel who shall have access to Confidential Information received from a disclosing Party in connection with the Project shall be made aware of their obligations under this agreement.

This confidentiality obligation shall not apply to any information which:

- already is part of the public knowledge through no fault of the receiving Party; or
- was already known to the receiving Party prior to its disclosure hereunder as evidenced by its written record; or

- is independently developed by the receiving Party without the benefit of any disclosure hereunder; or
  - is required by law to be disclosed to public authorities or statutory bodies provided that the receiving Party gives the disclosing Party prior notice of such disclosure as is reasonable in the circumstances.
- 12.2 All Confidential Information bound by this understanding shall be communicated in writing by the disclosing Party to the receiving Party and shall be identified as such, and no information shall be confidential unless the fact of its being confidential has been confirmed in writing to the receiving Party within one month of their receiving it verbally.
- 12.3 By accepting this Award, the Academic Supervisor needs to make the successful candidate (“Walsh Fellow”) aware of Teagasc postgraduate student policy, available at [www.teagasc.ie](http://www.teagasc.ie)

### **13. FELLOWSHIP TERMINATION/DEFERRAL**

- 13.1 Fellowships may not be deferred, other than for eligible career breaks (e.g. maternity or parental leave) or in exceptional circumstances (e.g. illness). Students are advised that agreement to defer Fellowships will be entirely at the discretion of Teagasc, whose decision on the matter will be final and any approved deferral may not be for more than twelve months.
- 13.2.1 Where there is an agreed suspension of the Fellowship, Teagasc can consider a request for a no-cost extension beyond the period originally agreed for funding.
- 13.3 Fellowships will automatically cease one month after the submission of the student's thesis. Their value will be adjusted accordingly if the thesis is submitted more than three months before the expiration date of the Fellowship.
- 13.4 It will be the responsibility of the student's supervisors to ensure that if the student leaves his/her institution, or is not dedicating sufficient time or effort to the project, Teagasc will be informed immediately.
- 13.5 Should a Walsh Fellow be unable for any reason (including medical reasons) to pursue his/her studies in accordance with the Terms and Conditions of the Fellowship, he/she must inform Teagasc within two weeks of such a situation coming to his/her attention. In such situations, Teagasc will have regard to the usual conventions of the student's institution. However, given the basis on which Fellowships are awarded, Teagasc reserves the right to withdraw or suspend the Fellowship.
- 13.6 Teagasc recognises that for personal, professional or other reasons a student may wish to terminate his/her Fellowship. This should not be done without *prior* consultation, since Teagasc will require evidence of academic progress to the date of departure. In the event of that progress being inadequate, Teagasc may pursue

the student and/or the third-level institution for reimbursement of amounts expended.

#### **14. FINANCIAL/LEGAL**

- 14.1 The value of the Fellowship award will be as determined by the Teagasc Authority and will be in line with similar awards paid by other research funding institutions in Ireland. The award will comprise a maintenance award to the student as well as a contribution to HEI fees. Details of the value of the award in any given year will be published on the Teagasc website – [www.teagasc.ie](http://www.teagasc.ie)
- 14.2 The contribution to HEI fees in Ireland, including non-EU fees, will be capped in line with that of other Irish funding organisations. Any differential must be paid by the Fellow and/or HEI per annum
- 14.3 Subject to the compliance of the Fellow and HEI with these terms and conditions, and to the receipt by Teagasc of satisfactory reports on the progress of the Fellow, the Fellowship will be paid to the Fellow's HEI, beginning with the first instalment after the Fellow has registered.
- 14.4 All amounts payable in respect of the award of postgraduate fellowships are made directly to the Fellow's HEI. Teagasc does not transfer the award directly to the Fellow.
- 14.5 The HEI will then co-ordinate the payment of the award to the Fellow. It is the responsibility of the Fellow to contact the relevant Postgraduate Grants office at the HEI with regard to administration at the HEI level.
- 14.6 In cases where a placement is made in a more expensive foreign country, an increase in the standard amount per annum may be considered and will require approval by the Director. Such approval will only be granted in exceptional circumstances where a clear benefit for Teagasc arises.
- 14.7 In the case of double or triple fees for a non-EU national, the capped Teagasc stipend is intended to cover the amount equivalent to the capped standard EU fee and a maintenance award equivalent to that as would be received by an EU national. The balance of a higher fee is the responsibility of the HEI/Fellow.
- 14.8 As soon as a Walsh Fellowship is approved, the Fellowships Administrator sends a letter of approval to the relevant HEI. A copy is sent to the named Teagasc co-supervisor (who is required to supply the Fellowships Administrator with the appropriate Cost Centre details - including the relevant project number). **The Finance Department can make no payments until this information is available.** A copy of the standard letter is also sent to the local Teagasc Administrative Officer.

- 14.9 The Fellow's thesis must be lodged in the local Research Centre library or submitted to the Fellowships Administrator on completion of the Fellowship.
- 14.10 The Fellowship amount is regarded as a tax-free scholarship. Any other payments made direct by Teagasc to Walsh Fellows (apart from restricted mileage allowances and reimbursement of vouched expenses incurred on behalf of Teagasc) are likely to be taxable. All such payments of travel and other costs are a matter for the relevant research centre/programme and are subject to Teagasc regulations and taxation requirements.
- 14.11 The Fellowship is intended to cover a maintenance grant and a contribution to the associated fees. In the event of the student fees being paid by an organisation other than Teagasc, this amount will be deducted from the Fellowship before payment is made or shall be refunded to Teagasc in the event of the Fellowship having been paid in full.
- 14.12 Where part of a Fellowship project is carried out at the Fellow's HEI campus, additional costs - payable direct to the HEI- may arise. Claims to recoup costs of consumable expenses should be supported by details. Where expenditure on equipment is required, this should be purchased directly by Teagasc on the clear understanding that such assets remain in the ownership of Teagasc and can be recovered at the discretion of Teagasc.
- 14.13 Where a Walsh Fellow is located at a Teagasc research centre, approved expenses necessarily incurred by her/him in carrying out the Teagasc research programme may be reimbursed as follows:
- **Mileage:** Where a Walsh Fellow, with the written approval of local management, uses own transport in relation to the project, the Revenue has agreed that "*mileage rates without deduction of tax, in accordance with the lowest band of Civil Service mileage rates*" may be paid. Other local arrangements, e.g. payment for vouched petrol receipts may also apply.
  - **Subsistence and other expenses:** A Walsh Fellow is not entitled to claim Civil Service subsistence rates and can only be reimbursed for authorised out-of-pocket expenses, duly vouched up to a maximum of the Civil Service subsistence rates.
- 14.14 The Fellowship will be paid to the HEI starting at the beginning of the first whole month after the postgraduate student commences the work. Teagasc reserves the right to ask for confirmation from the External Auditors of the HEI of the following:
- that the annual accounts of the HEI are up to date and have been approved by the Auditors without qualification;
  - that the management letter from the Auditors raised no matters that did or could significantly affect the administration of research scholarships awarded by Teagasc

- that monies received under the Fellowship have been used for the purpose for which they were awarded.
- 14.15 Teagasc accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of work funded by research fellowships and the HEI must fully indemnify Teagasc against all such expenditure or liabilities and against any actions, proceedings, costs, damages, expenses claims and demands arising from them including, in particular, but without limitation, any claims for compensation for which the college may be liable as an employer.
- 14.16 It is the HEI's responsibility to manage the stipend furnished by Teagasc and to ensure that fees are recouped.
- 14.7 These Terms and Conditions will be governed by and construed in accordance with the Laws of Ireland and all parties will expressly and irrevocably submit to the jurisdiction of the Irish Courts.

## **Appendix 1**

### **Structured PhD Programme**

The following are key characteristics of a structured PhD programme in Irish higher-education institutions. Such programmes may involve inter-institutional collaboration.

- The core component of a structured PhD programme is the advancement of knowledge through original research; at the same time the structured PhD is designed to meet the needs of an employment market that is wider than academia;
- A high quality research experience, training and output consistent with international norms and best practice;
- A structured PhD programme, in support of the original research activity, must include the following elements:
  - a formalised integrated programme of education, training and personal and professional development activities,
  - the development of discipline-specific knowledge, research skills and generic / transferable skills,
  - declared outcomes and graduate attributes in line with national and international best practice;
- Supervision by a principal supervisor(s), normally with a supporting panel approved by the institution;
- Progress to completion is formally monitored against published criteria and supported by formal institutional arrangements in line with national and international best practice;
- Successful completion and examination of the research thesis is the basis for the award of the PhD degree. Professional doctorates are not excluded from the consideration of a structured PhD definition – alternative forms of theses are also acceptable;
- Appropriate placements, rotations and assignments across wide sectors of the economy are encouraged for inclusion as part of the structured PhD programme.

## Appendix 2

### Bilateral Collaboration Term Sheet

This non-binding Term Sheet is intended to set out the main terms between Teagasc and Institution (as defined below) regarding the undertaking of a Walsh Fellowship research project, funded through the Walsh Fellowships Programme (the “**Project**”).

TEAGASC:	Teagasc, the Agriculture and Food Development Authority, Oak Park, Carlow, Ireland
Institution:	Institution that employs the Academic Supervisor, who has been awarded the Walsh Fellowship.
Ownership/Use of Background IP	<p>Each Party retains ownership of the Background IP which it introduces to the Project.</p> <p>Each Party introducing Specific Background IP with any restrictions (“Specified Background IP”) shall complete a Background IP Register.</p> <p>Each Party shall make its Background IP listed on the Background IP Register available on a non-exclusive royalty-free basis for use in the Project and for the duration of the Project.</p> <p>If a licence to Specific Background IP of a Party is required by the other Party to exploit its Foreground IP, the owning Party will grant it an option to negotiate a non-exclusive royalty bearing licence on fair and reasonable commercial terms if it is in a position to do so, and subject to the terms of access to Specific Background IP described in the Background IP Register.</p>
Ownership/Use of Foreground IP	<p>Ownership of Foreground IP shall be based on inventorship. Any Foreground IP created solely by one Party shall be owned by that Party. Foreground IP deemed to be jointly created between both Parties shall be jointly owned, and a joint ownership agreement (JOMA) will be drafted for such Joint Foreground.</p> <p>Each Party shall always reserve the right to use its sole and Joint Foreground IP for the purpose of academic teaching and research including research sponsored by a third Party, subject to the</p>

	confidentiality, publication and IP obligations of this Term Sheet.
Publications	<p>All proposed publications resulting from the Walsh Fellowship and/or containing Foreground IP and/or Background IP of either Party will be agreed and reviewed between the Parties in advance of submission of such publication.</p> <p>The publication review process will aim to ensure that</p> <ol style="list-style-type: none"> <li>i. any reference to either Party's confidential information be removed;</li> <li>ii. publication be delayed for a maximum of 60 calendar days if in the reasonable opinion of either Party it is needed to seek patent or similar protection for Foreground IP.</li> </ol> <p>Nothing shall prevent the Walsh Fellow from submitting for a degree, a thesis based on any Foreground IP, examination of such thesis by external examiners or deposit in the library, provided the thesis is subject to restricted access e.g a 'stay' on the thesis, as required, and examination under confidentiality obligations.</p> <p>If publications result from the project authorship rights will be based on any direct contribution to the work, as scientifically appropriate.</p>
Confidentiality	Standard confidentiality terms apply for any information deemed to be confidential to either Party and disclosed to the other Party for the purpose of undertaking the Project, including confidentiality obligations on external examiners in examination of thesis containing Foreground IP. Standard confidentiality exclusions also apply. For guidance, see Terms and Conditions below.
No Warranties	<p>Each Party conducts research on an "as is" basis with no guarantees or warranties as to results.</p> <p>Neither Party make representation or warranties, express or implied, including but not limited to any warranty of accuracy, completeness, performance, merchantability, fitness for a particular purpose, commercial utility or non-infringement.</p>
Reports	For reporting obligations see the Conditions of Award Letter and the Walsh Fellowship Full Terms and Conditions

Terms and Conditions	As per the Conditions of Award Letter and the Walsh Fellowship Full Terms and Conditions
Law Jurisdiction	Irish Law / Irish courts

## Appendix 3

### General Conditions of Award

*The following General Conditions of Award are taken from the "Walsh Fellowship Programme Terms and Conditions". The full Terms and Conditions are available from the Research Directorate, Oak Park, Carlow, or may be downloaded from the Teagasc website: [www.teagasc.ie](http://www.teagasc.ie).*

1. Fellowships are awarded jointly to full-time academic staff in third-level colleges/institutes ("the Academic Supervisor") and a Teagasc Research Officer ("the Teagasc Supervisor").
2. The successful supervisors invite postgraduate students to apply for the Fellowship. This process should be open to all suitably qualified postgraduates and selection is made by both supervisors. An interview board (comprising of academic and Teagasc staff) may be appointed to make the selection.
3. The duration of the award will normally be three or four years for a PhD. In exceptional circumstances, funding will be granted for an MSc.
4. Walsh Fellows must register as postgraduate students in the college of their Academic Supervisor at the earliest opportunity following appointment. Fellowship stipends will not be paid to the college until the Fellow has a student number and Teagasc is in receipt of a current Tax Clearance Certificate (<http://www.revenue.ie/en/online/tax-clearance.html>).
5. The supervisors must provide the following details to the Walsh Fellowship Administrator following the award of the Fellowship to the agreed candidate: name of student, registration details, college reference or account number, start date and a signed copy of The General Conditions of Award (this document).
6. Supervisors must submit a short progress report to the appropriate Teagasc Head of Programme in June of each year and copy to the Head of Department and Walsh Fellowships Administrator. The progress report must include, but not be limited to, research progress and outputs of the Fellow. The Head of Programme must approve the reports in order to ensure continuation of the Fellowship. The timely submission of these reports is a condition of the continuation of the Fellowship.
7. A copy of the thesis must be submitted on completion of the Fellowship to the local Teagasc library and that of the college/institute.
8. The Fellowship award will be €22,000 per annum. This amount comprises a maintenance award to the student which comprises of fees of up to a maximum of €6,000 per annum; the remaining balance for student maintenance allowance.

This is payable directly to the third- level educational institution at which a postgraduate student (Fellow) is registered.

9. Any other costs (consumables, travel, etc.) must be negotiated and agreed with the relevant Teagasc Head of Programme; any such approved costs will be paid directly by the local manager.
  
10. As Walsh Fellowships are Irish state supported awards, jointly awarded between Teagasc and the Academic College/Institute, such projects must adhere to the [Inspiring Partnership – the national IP Protocol 2016](#)’ in terms of how associated IP is managed. For any queries relating to IP please email [techtransfer@teagasc.ie](mailto:techtransfer@teagasc.ie).

I hereby acknowledge receipt of the Walsh Fellowship award and confirm acceptance of the current full terms and conditions of this programme [Walsh Fellowships Terms and Conditions](#)

Project Reference:

Title of Project:

Signature of Teagasc Supervisor:  
Name (block capitals):

\_\_\_\_\_

Date:

\_\_\_\_\_

Signature of Academic Supervisor:

Name (block capitals):

Date:

**Official Stamp of College:**