

# Funding guidelines for the professorship programs

## Preamble

Following a successful application to one of the professorship programs, the applicant (the university submitting the application) receives a funding commitment from Wübben Wissenschaftsstiftung gGmbH. The funding commitment sets out the funding approval and provision of funds over the planned lifetime of the program. The university's application is given a Wübben Wissenschaftsstiftung gGmbH funded project number.

The following funding guidelines for the professorship programs of Wübben Wissenschaftsstiftung gGmbH govern the principles for the provision and use of funds and the relationship between Wübben Wissenschaftsstiftung gGmbH as the funding provider and the funded university as the beneficiary institution. This English version of the funding guidelines is for your information only; the German version is legally binding.

The funding guidelines must be signed by the legal representative of the beneficiary institution (university) and by the grant holder (researcher) at the beneficiary institution.

The particulars are set out in points 1 to 7.

## 1. Provision of funds

### 1.1. Payment arrangements

The approved funds will be paid out by Wübben Wissenschaftsstiftung gGmbH in line with the valid budget plan.

The budget plan should provide a breakdown of the funding by expenditure category, intended purpose, and calendar year.

*Category A:* Grant funds, broken down into:

- Personnel
- Materials

*Category B:* Onboarding funds, broken down into:

- Personnel
- Materials

In the *Tenure Track Professorship and Advanced Professorship* programs, grant holders also receive an additional 10% of the total funding amount as unrestricted funds for research purposes.

The relevant office of the beneficiary institution should request the funds via the Foundation portal in line with the budget plan. Wübben Wissenschaftsstiftung gGmbH will provide instructions on how to access and use the portal on request.

#### 1.2. Deviations from the approved budget plan

Any deviations from the approved plan require the Foundation's consent, with the exception of the following provisions regarding cost-neutral extensions, repurposing, and carryovers.

#### 1.3. Extending the funding period

Funding starts on the date stated in the application for the approved project. If the planned funding start date changes, Wübben Wissenschaftsstiftung gGmbH must be informed. Any cost-neutral extension of up to 12 months resulting from this or from any other delay is possible and does not require the approval of Wübben Wissenschaftsstiftung gGmbH. Any extension of more than 12 months must be requested in writing from Wübben Wissenschaftsstiftung gGmbH with justification.

#### 1.4. Repurposing funds

The funds may only be used in accordance with the budget plan.

In exceptional cases, funds for personnel and material expenses are interchangeable, provided they serve the original funding objective. However, the repurposing must not entail a reduction in the scope of employment of doctoral and/or postdoc researchers working on the project (see 1.9).

Funds from Category B (onboarding) that are not required must not be moved to Category A, but may be used as unrestricted research funds for the grant holder. In such cases, the unrestricted research funds are permitted to exceed 10% of the total funding amount.

#### 1.5. Carrying funds over to the following year

The funds are not restricted to budget years and do not expire at the end of the calendar year. If all the funds for the previous year have not been used, the remaining credit balance will be added to the funding amount for the following year. The project budget plan must be updated to reflect the altered funding requirements (see also 2.2).

#### 1.6. Material expenses and equipment

All material expenses necessary to carry out the funded project must be accounted for under material expenses. These include in particular consumables, travel expenses, expenditure on publications, language courses, etc.

If funds have been approved for equipment as part of the funded project, this equipment must be acquired through a competitive tendering process and accounted for in the report on expenditure of funds. Maintenance costs for the equipment will be covered for the duration of the funding term. Where relevant, the purchased equipment shall be added to the university's equipment inventory when the funding ends. If the grant holder leaves before the end of the funding term, the equipment will remain at the beneficiary institution that submitted the original proposal.

#### 1.7. Travel costs

Travel costs are to be calculated in line with the principles of the German law on public sector travel expenses, but should not exceed the rates applied for and approved. For official trips abroad, the current regulations on foreign travel expenses (*Auslandsreisekostenverordnung, ARV*) should also be taken into account. Wübben Wissenschaftsstiftung gGmbH supports environmentally responsible travel and calls on its beneficiary institutions to prioritize these wherever possible. It will cover any

additional costs incurred (e.g. extra costs for traveling by [sleeper] train instead of by air, additional nights' accommodation, and daily allowance).

#### 1.8. Personnel

The beneficiary institution is responsible for complying with the relevant tax, employment, and social insurance legislation. Wübben Wissenschaftsstiftung gGmbH does not become the employer of the individuals employed by means of its funds. The beneficiary institution shall release Wübben Wissenschaftsstiftung gGmbH from any claims to this effect when first requested to do so.

#### 1.9. Scope of employment and contract term

It is expected that all scientific members of the working group financed by Wübben Wissenschaftsstiftung gGmbH will be employed on a 1,0 FTE basis. If this is not the case, evidence must be submitted to show that full-time employment is achieved through other employment contracts or that this is not desired by the employee.

Wübben Wissenschaftsstiftung gGmbH expects employment contracts to have a term of at least four years for doctoral researchers and at least two years for postdoctoral researchers. In the *Appointment Accelerator (Advanced Professorship)* funding line, three-year contracts for doctoral researchers are possible. In all other programs, shorter contract terms are possible in exceptional cases but require the consent of Wübben Wissenschaftsstiftung gGmbH. If a doctoral or postdoctoral contract will exceed the funding period because of a delayed hiring process, a cost-neutral extension of the funding period is possible but should not exceed six months. Awarding a grant instead of a contract of employment is only permissible in justified exceptional cases and with the express prior consent of the Foundation.

#### 1.10. Reduced working hours, parental leave, and childcare allowance

The working hours of directly funded individuals and/or members of the working group can be reduced for reasons including pregnancy, parental leave, family care responsibilities, and illness. The Foundation must be notified immediately of any deviations from the working time stated in the original application. The released funds can be used to pay for a temporary replacement, or for a cost-neutral extension of the funding term.

The employment contracts of members of the working group are to be extended by maternity leave and any parental leave taken. If the employee does not take advantage of the option to reduce their working hours and/or take parental leave, it is possible to apply for a childcare allowance from the Foundation of €400 per month for the first child and an additional €100 for each subsequent child up to the age of 12 years. If the funded project requires uninterrupted work, it is also possible to appoint a replacement. Any additional funds required as a result of such arrangements must be applied for from the Foundation at the earliest possible opportunity.

#### 1.11. Repayments

Unused funds are to be returned no later than three months following the end of the funding period, stating the funded project number used by Wübben Wissenschaftsstiftung gGmbH, to the following account: IBAN DE52 7002 0270 0039 1828 40. Any delay in the repayment of unused funds will attract late payment interest of 5% above the base rate.

During the funding term, annual accounts of the funds will be submitted by March 31 of the following year (see also 2.2).

## 2. Reports on expenditure of funds for the funded project

### 2.1. Reports on expenditure of funds

The reports on expenditure of funds must include a declaration confirming that the funds have been used appropriately, efficiently, and sparingly, and confirming the accuracy of the facts and calculations included in the report.

A report on expenditure of funds consists of both a financial report and a narrative report. The financial report should show the income and expenditure in line with the categories used in the budget plan. A table showing an overview of all expenditure receipts must be attached to the financial report. The expenditure items should be listed in chronological order and separated according to expenditure type. In individual cases, a copy of specific expenditure receipts may be requested as part of a voucher audit.

The supporting documents must be retained for ten years following completion of the audit process for tax reasons.

In the narrative report, the university provides information about the success of the funded project. The grant holder provides information about the members of the working group, presents the progress and outcomes of the research, and explains, where relevant, how these outcomes are being communicated to students and/or the public. The final report summarizes the research outcomes in German and English abstracts. Wübben Wissenschaftsstiftung gGmbH is entitled to use these for its public relations work.

### 2.2. Reporting obligation

The report on expenditure of funds for an ongoing project counts as an interim report and must be submitted via the Foundation portal by March 31. Final reports must be submitted no later than six months after the end of the funded project. In addition to these reporting obligations, the beneficiary institution is required to inform the Foundation, unprompted, about events that have a significant impact on the project. This applies in particular if the prerequisites for carrying out the project or attaining its goals appear to be in jeopardy.

## 3. Communications, press, and public relations work

### 3.1. Acknowledging the funding support

All publications, event invitations, programs, and press releases must include the acknowledgment "Funded by Wübben Stiftung Wissenschaft" or "Gefördert durch die Wübben Stiftung Wissenschaft". Where possible, the Wübben Stiftung Wissenschaft logo should also be included, which can be obtained from the Foundation on request. Please send a voucher copy of all publications in which Wübben Stiftung Wissenschaft gGmbH is mentioned.

For the duration of the funding period, the grant holders in the *Appointment Accelerator* program shall carry the title "Wübben Foundation Fellow" and those in the *Tenure Track Professorship* and *Advanced Professorship* programs shall carry the title "Wübben Foundation Professor". This title is to be used on the website, in email signatures, and at lectures and events.

### 3.2. Press and public relations work

The Foundation expects active press and public relations work to be carried out during the funding period. The beneficiary institution agrees to liaise with Wübben Wissenschaftsstiftung gGmbH in good time in this regard, and to keep the Foundation informed of its plans.

The grant holders shall make themselves available to Wübben Wissenschaftsstiftung gGmbH for Foundation communication activities (e.g. for podcasts, interviews, press inquiries, and events). On request, they will also provide informative text and image material for the public relations work of Wübben Wissenschaftsstiftung gGmbH.

### 3.3. Granting of usage rights

The beneficiary institution grants Wübben Wissenschaftsstiftung gGmbH the non-exclusive right to use the abstracts submitted with the application and final report free of charge, and shall ensure that no third-party rights hinder the publication of these abstracts by Wübben Wissenschaftsstiftung gGmbH. Furthermore, Wübben Wissenschaftsstiftung gGmbH has the right to make editorial adjustments to the abstracts submitted with the application and/or final report.

### 3.4. Newsletter and invitations

Grant holders automatically receive the Foundation newsletter and invitations to events by email, unless they object.

## 4. Principles of cooperation

### 4.1. Principles to be complied with

In signing the funding guidelines, the beneficiary institution undertakes to adhere to the following standards in the implementation of the funded project:

- the European Code of Conduct for Research Integrity,
- the German Research Foundation's (DFG) Guidelines for Safeguarding Good Research Practice, Research-Oriented Equity and Diversity Standards, and Principles of Effective Career Support in Academia.

In accepting the funding, the beneficiary institution confirms that there are currently no pending proceedings against the grant holder or members of their working group for breaches of good research practice and that none of these individuals has been found guilty in any such proceedings.

In the event of suspected breaches of these standards, the beneficiary institution will carry out a review. In the event of serious cases of suspected misconduct, the beneficiary institution must notify Wübben Wissenschaftsstiftung gGmbH immediately. The Foundation reserves the right to suspend the application procedure or funding in whole or in part, pending the outcome of the review.

### 4.2. Open access, open data, and open source

The Foundation supports open science and therefore expects research findings resulting from its funded projects to be made publicly accessible.

The Foundation expects its grant holders to publish their results in open-access publications. The costs charged by the publishers for such publications can be listed in the application's budget plan. There is no cap on these costs. Costs for print publications will only be funded in justified exceptional cases, which must be presented in the application. Printed conference proceedings cannot be funded. When signing publishing agreements, Wübben Wissenschaftsstiftung gGmbH grant holders are called on to retain the non-exclusive, perpetual right to publish the research findings resulting from the funded project in electronic format for non-commercial purposes.

The Foundation calls on the researchers it funds to store the data they generate in public, non-commercial repositories. If there are plans to collect data, the application must present plans for secondary use of the data.

Wübben Wissenschaftsstiftung gGmbH calls on the researchers to make any source code produced in research work funded by the Foundation openly accessible wherever possible and to store it in public, non-commercial repositories. Information on how they intend to share source code should be provided in the application.

## 5. Data protection

Wübben Wissenschaftsstiftung gGmbH and the beneficiary institution undertake to comply with the relevant data protection regulations and legislation. The relevant version of the German Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR) must be followed, in particular when collecting personal data, which should be anonymized at the earliest possible opportunity.

Upon request, the beneficiary institution will provide the Foundation with the grant holders' official contact details.

Wübben Wissenschaftsstiftung gGmbH stores and processes personal information of the individuals involved in the project (in particular, the contact addresses, email addresses, and telephone numbers) on the basis of its legitimate interest in ensuring the smooth running of the project, making contact with the individuals for the purpose of evaluation, or in order to inform them about Foundation events and activities. The data will be deleted six months after the end of the funded project.

In the event that the funding provider or beneficiary institution makes personal data available, this data may not be processed, disclosed, made accessible to others, or otherwise used for any purpose other than for the legitimate performance of duties in the context of the funded project. All staff involved in the funded project must sign a commitment to data secrecy, provided they have not already done so for other reasons.

## 6. Legal matters

### 6.1. Compliance with legislation, rules, and regulations

The Foundation refers the beneficiary institution to its obligation to comply with the legislation, official regulations, and safety and accident prevention regulations in force that are relevant to the funded project, and to obtain any approvals required to carry out its research.

### 6.2. Cancellation

In the event of a serious breach of a key aspect of the funding guidelines, Wübben Wissenschaftsstiftung gGmbH reserves the right to cancel the funding awarded, to withhold payment of funds, or request the repayment of funds that have already been released. This applies in particular if the funding award was obtained as a result of information that was false or incomplete in a key respect, or if funds are not used appropriately.

### 6.3. Disclaimer

The beneficiary institution is liable for any damage or losses incurred by the Foundation as a result of non-compliance with the terms of the funding award and these funding guidelines, unless the beneficiary institution can demonstrate that it was not responsible for the breach. Wübben Wissenschaftsstiftung gGmbH expressly reserves the right to rescind the agreement (§ 325 German Civil Code, BGB).

### 6.4. Patents, industrial property rights, and commercial success

The Foundation expects that, in line with the provisions of the Employee Inventions Act (*Arbeitnehmererfindungsgesetz*), the exploitation of any expected inventions will be clarified before funding starts. In the event that economic gains, cost reimbursements, or other revenues (including from intellectual property rights) are generated directly by the funded project, the Foundation must be informed of the fact immediately. The Foundation expects that any such revenue that accrues to the beneficiary institution in line with its own internal regulations and any applicable external regulations will be used for research purposes. As a matter of principle, the Foundation does not cover costs for filing patents or protecting rights.

### 6.5. Final provisions

German law shall apply, with no international conflict of law rules. The place of jurisdiction is Munich. The beneficiary institution has a duty to carry out the funded project supported by Wübben Wissenschaftsstiftung gGmbH with great care and in compliance with the nonprofit purposes pursued by Wübben Wissenschaftsstiftung gGmbH.

These funding guidelines apply to all funding awarded by Wübben Wissenschaftsstiftung gGmbH through the professorship programs unless other arrangements have been made in individual cases and expressly agreed in writing.

The beneficiary institution is directly bound by the funding guidelines. In addition, the beneficiary institution has a duty when forwarding the funds to third parties to ensure that the third party complies with the funding guidelines.

As a matter of principle, the beneficiary institution is the entity with primary responsibility vis-à-vis Wübben Wissenschaftsstiftung gGmbH. If the beneficiary institution enters into collaborative agreements, it must ensure that the funding guidelines are adhered to by all parties involved.

Amendments or additions to these funding guidelines must be made in writing. Wübben Wissenschaftsstiftung gGmbH reserves the right to amend these funding guidelines at any time, provided the amendments are reasonable for the beneficiary institution, taking into account the interests of Wübben Wissenschaftsstiftung gGmbH. Any amendments shall be announced in writing in good time. The amendments are deemed to have been accepted if the beneficiary institution has not raised an objection in writing within four weeks.

The invalidity of an individual provision shall not affect the validity of the remaining provisions. The invalid or impracticable provision shall be deemed to have been replaced by a valid, practicable provision that comes as close as possible to the purpose of the invalid or impracticable provision. Any gaps are to be closed in such a way as to further the success of the funded project.

## 7. Special provisions relating to the tenure track programs

### 7.1. Tenure track procedure

The applicant university is responsible for checking that the candidate meets the formal requirements for the appointment to a tenure track professorship, and this assessment shall be conducted in line with the relevant provisions of federal state law. In addition, the university undertakes to follow the relevant national and federal state regulations when carrying out the funded project. The university shall inform the Foundation of the results of the interim evaluation and final assessments. The university is solely responsible for carrying out the evaluation and the review process.

### 7.2. Negative interim evaluation

In the event of a negative interim evaluation, the funding from Wübben Wissenschaftsstiftung gGmbH will end no later than twelve months after the date of the evaluation. Individuals in the grant holder's working group who have already started a doctorate are exempt from this rule, and the Foundation will enable them to complete their doctoral thesis. The beneficiary institution must demonstrate how the doctoral student will be supervised.

### 7.3. Early tenure appointment

In the event that the grant holder is appointed to a permanent professorship at the university submitting the application before the end of the funding period, Wübben Wissenschaftsstiftung gGmbH will continue to provide the funding approved for the full funding period; any pay increase or additional staff or material costs approved by the university in the context of the tenure appointment must be covered by the university.

## 8. Departure of the grant holder

In the event that the grant holder leaves the beneficiary institution before the end of the funding period, the only funds that can be transferred to another institution within Germany are funds to cover personnel and material costs for the group, but not funds for the tenure track position itself or investments. In such cases, the funds to cover personnel costs for the professorship are no longer available to the beneficiary institution either.

If the grant holder leaves the beneficiary institution before the end of the funding period stated in the application and the members of the research group do not want to follow them, a proportion of the funds for personnel and material costs will remain at the institution that submitted the original application. In this case, if the individuals affected desire it, a supervision agreement is to be signed with the grant holder and/or other researchers at the beneficiary institution to enable them to complete their own research successfully.

## Declaration of consent for continuing storage of personal information

I consent to my contact details being stored by Wübben Wissenschaftsstiftung gGmbH beyond the end of the project for the purpose of communications regarding alumni activities organized by the Foundation. This consent is voluntary and has no impact on project funding awarded by Wübben Wissenschaftsstiftung gGmbH. It can be revoked at any time with future effect.