



**BEILSTEIN** INSTITUT

## **Funding Guidelines**

This translation is for information purposes.  
The legally binding version is the original German version  
“Förder- und Vergaberichtlinien”.

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## Preamble

The Beilstein-Institut for the Advancement of Chemical Sciences is a non-profit foundation organized under private law, established in 1951 by the Max Planck Society for the Advancement of Science, and located in Frankfurt am Main. The aim of the Foundation is the advancement of knowledge in the field of chemistry and its neighboring scientific areas, and the advancement of education and teaching in the field of chemistry and its neighboring scientific areas. The Foundation carries out its purpose particularly in that, in the area of chemistry and its related scientific disciplines, especially those concerning information and communication, it

- builds, maintains, extends and improves scientific databases and information systems, as well as developing and making available any necessary electronic products;
- publishes scientific works in printed and electronic form;
- builds and distributes information and communication platforms in various media, for example scientific journals in the internet, scientific television/video podcasts in the internet, as well as developing and making available the necessary electronic products for their use
- arranges scientific symposia;
- supports teaching courses for pupils and students;
- awards prizes and stipends;
- supports research, teaching and publication projects with financial help for personnel and material expenditure (such as, for example, Foundation Professorships).

Stipends can be awarded either indirectly through an intermediate non-profit organization or directly to natural persons. The terms under which awards of stipends or prizes can be made directly to natural persons will be made known prior to their announcement and as part of the announcement.

The support of

*research, teaching and publication plans*

as well as the awarding of

*stipends*

is governed by the following

**funding guidelines**



## **§ 1 Principles of allocation**

### **1.1 Application of funds in accordance with the Foundation's purpose**

As a non-profit organization, the Beilstein-Institut must ensure that funds are used economically, in accordance with the regulations and the Foundation's purpose. To this end, funding may only be awarded on the basis of a grant agreement whereby the then valid funding guidelines are either adhered to directly or have become an integral part of the contractual agreement. The recipient always has to agree to the funding principles of the Beilstein-Institut. With the exception of stipends and prizes, support recipients may only be non-profit organizations and foundations based in Germany, or legal entities under German civil law, but not a natural person. The awarding of stipends is governed by the special rules of § 9.

### **1.2 Prohibition of substitute support**

The monies applied for may not be used to augment or replace the institution's funding. Therefore, they may not be used to fill gaps in the budget or for the general increase of budgets. Other third party contributors may not be induced to reduce their contributions because of the allocation of funds from the Beilstein-Institut (prohibition of substitute support).

### **1.3 No support for projects already begun**

No support monies can be made available for projects which have already been started, especially if the project is financed through other third parties. A project is deemed to have begun if legal obligations have already been entered into, e.g. by the signing of work or other contracts.

### **1.4 Obligation to support**

Support monies may only be granted on the basis of a signed contract between the applicant for support and the Beilstein-Institut. There is no basic entitlement to a completion of a grant agreement with the Beilstein-Institut. A support commitment by the Beilstein-Institut may be made before the formal conclusion of a grant agreement with the reservation that a formal grant agreement, which takes the then valid funding guidelines into consideration, will be concluded with the grant recipient. Entitlements accrue from the grant agreement are neither transferable nor distrainable.

### **1.5 Type of support**

The support is always given in the form of a non-repayable subsidy corresponding to the itemized expenditure (see below) or proven expenditures for the project. The responsibility for the use of the assigned support monies lies with the applicant.



## § 2 Procedural rules

### 2.1 Procedures for public tendering

If the Beilstein-Institut publicly advertises a funding initiative, it must be indicated in the announcement that the conditions of these guidelines apply. In addition, further appropriate conditions can be included in the advertisement. If the award is personal, because the decision about the award depends on the scientific qualifications of a particular person, natural persons can also apply for support. In this case, an award can only be promised if the application of a natural person is supported by an eligible grant recipient as defined by §1.1 sentence 4 of the guidelines, whose willingness to conclude a grant agreement is proven.

### 2.2 Application

Legal entities eligible as grant recipient in terms of §1 sentence 4 are entitled to apply. Natural persons, regardless of their location and nationality, are entitled to apply if an eligible grant recipient in terms of §1.1 sentence 4 supports the application.

The recipient of the funds must possess the necessary organizational and scientific qualifications to carry out the project.

Applications for support can be submitted electronically (e-mail, CD-ROM etc.), in separate PDF files, or in writing to the Beilstein-Institut. They should, at least, contain the following details:

- name of the person responsible for the project
- · name and address of the university or responsible institution
- · subject matter and aim of the project
- · start and duration of the project
- · planned expenditures (split into staff and work resources)
- · a financial plan
- · financial help granted from other support programmes.

A description of the research project, describing the focus of the project within the scientific context and the candidate's preliminary work in either German or English should be supplied, as well as a summary in German and English.

The application should not exceed 25 DIN A4 pages (12 point font, single spaced). Personal applications (e.g. Foundation Professorships) should also include copies of five of their most important publications.

### 2.3 Assessment by external experts

The Foundation may ask for an assessment of the support application by external experts selected according to the requirements of the application. These experts are committed to confidentiality. If the applicant does not wish a particular expert to be consulted, this must be stated in the application together with a statement of the reasons.



## 2.4 Support commitment

After the application has been examined, the applicant will be promptly informed about the result. If the application is accepted, the Beilstein-Institut will issue a support commitment. An offer to pay the support monies will be made only after a formal grant agreement has been concluded. In the case of the rejection of an application, no expenses will be reimbursed. The Beilstein-Institut is not required to give reasons for its decisions.

## 2.5 Conclusion of a grant agreement

After giving a support commitment to the applicant, the conclusion of a grant agreement with the selected grant recipient is a prerequisite for the support. With the conclusion of the grant agreement, and at the latest with the acceptance of the support monies, the grant recipient is obliged to abide by the conditions laid down in the then current guidelines.

# § 3 Implementing the support

## 3.1 Principles for the use of the funds

The funds may only be used to fulfil the aims laid down in the support commitment. They are to be used economically and thriftily. Therefore, possible price reductions, such as discounts or research rebates, as well as procurement centers should be used.

All income resulting from carrying out the funded project (e.g., events, leasing or the handing over of items, materials or equipment acquired with money for this project) is to be used as covering funds for all expenses related to this project.

The grantee is obliged to implement the project according to the timetable that is set out, or referenced to, in the application, or rather in the grant agreement.

The grantee is further obliged to use the agreed funds in accordance with the contract, the funding guidelines of the Beilstein-Institut, and in accordance with regulations in the tax code, exclusively for non-profit purposes, such as research and teaching.

Furthermore, the grantee has to assure

- that claims from the support commitment are neither ceded nor pledged,
- to reduce the support funds if the estimated total expenses for the project aims decrease, or new funds become available,
- to inform the Beilstein-Institut immediately if he<sup>1</sup> applies for support monies for the same purpose somewhere else, or obtains monies from other sources, or when the purpose of the support or other reasons that were significant for the approval of the support change considerably or cease to exist,
- that only the tax-free amount is taken into account if a pre-tax deduction according to § 15 of the German Sales Tax Law (VAT) is possible.

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<sup>1</sup> For the sake of simplicity, the grammatical male form is used. Naturally, persons of both genders are considered to be equal.



### 3.2 Calling of funds

The funds will be made available according to the financing and payment plan set out in the grant agreement. The Beilstein-Institut will transfer support monies, after receiving an invoice, to a bank account specified by the grant recipient. After checking the presented statement of account (see § 4) the payment to the grant recipient will be authorized.

### 3.3 Personnel funds

For the use of grant monies for staff, the following conditions apply: remuneration must reflect local conditions. The grant recipient is responsible for reasonable classification.

The request for personnel funds must contain a declaration in which the grant recipient commits himself to take on the function of an employer during the period of the support, and guarantees the conditions required for the successful pursuit of the project. The Beilstein-Institut is never the contract partner, and thus not the employer.

### 3.4 Equipment and consumables

Material goods (items and rights, e.g. on software) that have been acquired or produced for the fulfilment of the project aim with grant monies become the property of the grant recipient. They are to be used for project purposes and should be handled carefully. Use for other purposes, divestment and disposal during the support period requires permission from the Foundation. The items and rights, as well as any proceeds from divestments, are bound to be used in accordance with the Foundation's purpose as set out in No. 1 even after the termination of the support in the respect that they may be used for scientific purposes only; if this is no longer possible for the grant recipient, the items or the income from their sale are to be transferred to the Beilstein-Institut.

Expenses connected with the setting up and operation of material goods obtained with project resources (e.g. rebuilding, conversions, energy, maintenance etc.), will only be taken over by the Beilstein-Institut if they stay within the approved expenditure plan.

Running costs, e.g. repairs, energy consumption, insurance, service staff etc. must be covered by the providing institution, and has to be secured before and proven within the grant application.

For equipment that costs more than EUR 5,000.00 (for goods of the same kind this is cumulative) the grant recipient is obliged to obtain at least three quotes. These offers are to be retained for checking purposes.

Equipment whose acquisition value exceeds EUR 150.00 is to be entered in the stock list and visibly labelled with the phrase "Funded by the Beilstein-Institut". Literature obtained with grant funds is to be labelled with an adequate ex libris. If desired, the Beilstein-Institut will send appropriate self-adhesive labels for marking equipment and literature.

### 3.5 Deviations from the financial plan

Significant chronological and quantitative deviations from the financial plan should be reported to the Beilstein-Institut immediately.

Insofar as it is in the interest of the project, the agreed amount of the expenses for personnel and equipment may be reallocated between the two categories such that a onetime increase of up to 30% is permitted. The reference value for this is the category





(personnel or equipment) of expenses that is to be increased. Rejections in the grant approval may not be circumvented.

## **§ 4 Statement of account**

### **4.1 Payment only against properly documented expenses**

Reimbursement is only possible for expenses that are documented with a proper receipt with check and payment stamps. The Foundation is entitled to demand appropriate proof and to refuse reimbursement until a proper proof is produced.

### **4.2 Form of the statement of account**

Reimbursement is made only against a statement of account. For this, the recipient submits a tabular and chronological listing of all expenses, including precise descriptions of type and purpose of every budget item, and reference to the original receipts. For low value acquisitions, a detailed listing is not necessary. They can be shown under a general heading (e.g. office materials), as long as the appropriate receipts (e.g. invoices) show the type and number of the items acquired. If it is possible for the recipient to recover sales tax according to § 15 of the German Sales Tax (VAT) Law, the tax-free amounts may be used.

### **4.3 Original receipts**

The original receipts remain with the grant recipient, but may be requested by the Beilstein-Institut for inspection.

Invoices must bear a verification and payment stamp from the grant recipient.

The receipts (invoices and payment receipts, staff documents and salary statements, bank documents, as well as all legally required and bookkeeping records), are to be kept for auditing by the Beilstein-Institut, even after the termination of the supported project, in accordance with tax and other legal regulations.

The Beilstein-Institut is at all times authorized to check the documents on site either itself, or to have them checked by an expert (e.g. a chartered accountant).

## **§ 5 Disclosure duty and mandatory reporting**

### **5.1 Mandatory reporting**

The Beilstein-Institut will receive a progress report for each calendar year. In addition, the grant recipient must prepare a final report for the Beilstein-Institut once the support ends. Alternatively, a different method of reporting may be agreed upon in the grant agreement. The Beilstein-Institut is entitled to request a special annual report for inclusion in its own annual report.

The progress report should contain a description of the project's progress with particular



respect to special attendant circumstances and of its results, including a critical reflection of the original aims. Furthermore, new approaches, questions, and possibilities for carrying out the work should be expounded.

The final report, to be produced at the latest one month after the support of the project ends, should give comprehensive information about the project purpose and its realization, with close reference to the original application. The Beilstein-Institut may withhold up to 10 percent of the total support until the final report is received.

## **5.2 Disclosure duty**

The grant recipient is obliged to supply information about the status of the supported project at all times as requested by the Beilstein-Institut, and to enable its nominees to view the project. In particular, the nominees of the Beilstein-Institut are to be allowed to participate in supported events.

Furthermore, the grant recipient is obliged to inform the Beilstein-Institut immediately if

- significant differences between the project plan and its realization become apparent,
- after presenting the finance plan or statement of account, the recipient has applied for more support for the same purpose somewhere else, or obtains such support through a third party,
- the purpose of the support or other factors that were important for the approval of the support change or cease to exist.

## **§ 6 Publications**

### **6.1 Obligation to publish**

The results of the supported project must be published. In such publications, the support of the Beilstein-Institut should be mentioned in a suitable manner. Two copies of every publication are to be sent to the Beilstein-Institut.

### **6.2 The Beilstein-Institut's rights of use**

The Beilstein-Institut is authorized to use the project results obtained with the aid of the support within the framework of legal regulations and observation of third party rights, especially personal rights, copyright law and other rights of the persons involved in the project. The Beilstein-Institut reserves perpetual, world-wide, non-exclusive, rights of use (multiple copying, distribution rights) of the project results for itself.



## **§ 7 Termination of the support relationship**

### **7.1 Withdrawal of the support commitment**

The Beilstein-Institut can withdraw the support commitment if, within a reasonable time, at the latest after one year, a conclusion of a grant agreement has not been achieved.

### **7.2 Cancellation of the grant agreement**

The support relationship may be cancelled by either side for important causes with immediate effect.

If the grant recipient does not start the project after the conclusion of the grant agreement, the Beilstein-Institut may cancel the agreement. If the first request for reimbursement has not been submitted within one year after the conclusion of the grant agreement, this will constitute a sufficient reason.

A cancellation is also possible during the duration of the project if there is a significant difference (delay) between the project plan and the actual progress.

If the grant agreement has been concluded on the basis of a personal support commitment, the Beilstein-Institut has the right of cancellation if the person in question no longer works on the project.

A right of cancellation is available to the Beilstein-Institut especially in cases where the financial support has been obtained through incorrect or incomplete information from the applicant or the support recipient, or where the financial support or items or rights acquired with this support are knowingly either completely or partly or no longer used for the intended purpose.

Furthermore, the Beilstein-Institut is authorized to cancel the agreement if the obligations of this contract are not fulfilled within a reasonable time frame, especially if the stipulated statement of account or requested original receipts are, in spite of warnings and the setting of a final limit, not presented in time, or if the recipient repeatedly and in spite of warnings does not meet his duties of disclosure and reporting.

### **7.3 Repayment of support funds**

The grant recipient must repay the Beilstein-Institut for all support funds used for improper purposes. The received support funds are also to be repaid if the support was granted based on false or incomplete information from the applicant or the grant recipient.

According to §247 Par.1 of the German Civil Code (BGB), interest is charged on the refund amounts from the start of the payment of the support funds that must be paid back by the grant recipient in the cases mentioned above.

## **§ 8 Liability**

The grant recipient carries out the project under his own responsibility. The recipient is responsible for the adherence to legal regulations, official regulations as well as safety regulations.



The Beilstein-Institut is not liable for damages that occur during the carrying out of the supported project.

## **§ 9 Special guidelines for the awarding of stipends (guidelines for stipends)**

### **9.1 Principle**

Within the purpose set out in its constitution, the Beilstein-Institut supports the doctoral projects of young scientists and also the post-doctoral research work of young scientists by allocating stipends.

Only those research projects are supported with stipends whose results will be made available to the general public.

There is no entitlement to support.

### **9.2 The legal relationship between the Foundation and the stipendiary**

The stipend does not constitute a work or service relationship with the Beilstein Institute. The stipendiary is not subject to legal social insurance responsibilities. It is the business of the stipendiary to take care of sufficient medical insurance.

The stipend is freed from income tax under the provisions of § 3 Nr. 44 EStG. The scope of the tax relief is decided in each case by the tax office that is responsible for the stipendiary.

### **9.3 Conditions and main emphases**

Applications for the award of stipends are to be made informally to the Beilstein-Institut. The application must contain all necessary details; all required documents have to be enclosed. The board of management will regulate the details of the application.

The board of management decides on stipend applications that are received.

If the board of management announces the availability of stipends, the announcement must specify the number of stipends to be awarded and the duration of each of them. In addition, the board of management may designate both thematic and regional priorities and regulate the method of choice in individual cases.

All natural persons, regardless of their place of residence and citizenship, are eligible applicants. The board of management may lay down further conditions in respect of the qualification and age of the applicants.

The board of management may choose and employ external experts to assess the stipend applications.

If the board of management approves the stipend application, it will complete a grant agreement with the applicant. With this agreement, the applicant acknowledges the then valid funding guidelines and the supplementary rules of the board of management as legally binding. According to law, the stipendiary is only entitled to receive support funds once the grant agreement is in operation. Any entitlements arising from the grant agreement are neither assignable nor distrainable.

In accordance with the regulations, none of the costs of the application will be reimbursed if the application is rejected. The Beilstein-Institut is not required to justify a rejection.



## 9.4 Remuneration and the duration of support

The remuneration of the stipendiary and the duration of the support are determined by the board of management.

Duplicate funding of the project funded by the Beilstein-Institut is prohibited. Contributions to the living expenses as well as non-monetary benefits obtained by the stipendiary from a third party (e.g. other support organizations, hosting institutions) will be taken into consideration for the amount of the stipend.

The funds are to be used exclusively for carrying out the research project being supported. When calculating the amount of the stipend, the Beilstein-Institut assumes that the stipendiary will concentrate all his work on the supported research project. Any other income arising from the gainful employment of the stipendiary will be taken into account in the stipend conditions. Income from employment that advances research and teaching will be taken into account if it exceeds 1.800 Euros per year.

## 9.5 The duties of the stipendiary

The stipendiary commits himself particularly

- (1) to realize the project within the specified timetable,
- (2) to adhere to the rules of good scientific conduct during his research work, especially to acknowledge the use of contributions by third persons. The standard is set by the Principles of Good Scientific Practice of the German Research Foundation.
- (3) to inform the Beilstein-Institut about the status of the supported project at any time this is requested,
- (4) to inform the Beilstein-Institut immediately if there are any changes in his personal circumstances that are of importance for the allocation of the grant,
- (5) to inform the Beilstein-Institut immediately if financial or non-monetary support for the supported project is requested from or given by a third party,
- (6) to inform the Beilstein-Institut immediately if he obtains additional income from other employment,
- (7) to inform the Beilstein-Institut immediately if significant deviations between the project plan and its realization occur,
- (8) to inform the Beilstein-Institut immediately if the supported research project is changed, interrupted or stopped,
- (9) to make his results available to the general public. In publications, the stipendiary shall point out the support he received from the Beilstein-Institut.

The board of management may regulate further duties to secure the purpose of the support.



## 9.6 Mandatory reporting

The Beilstein-Institut will receive an interim report for each supported year. In addition, the stipendiary must submit a final report at the end of the project funding. The report obligations may be regulated differently in the stipend agreement.

In the interim report, the progress of the project is to be described with particular respect to special attendant circumstances, as well as the results, with critical inclusion of the original aims. Furthermore, new approaches, questions and possibilities for their realization should be laid out.

The final report, which must be presented no later than six weeks after the end of the support or project, should present information about the project's aim and realization with close reference to the original stipend application.

## 9.7 Withdrawal or retraction of the stipend

The Beilstein-Institut reserves the right for itself to retroactively withdraw the approval of a stipend if it has been obtained by means of information that was incorrect or incomplete in important aspects.

The Beilstein-Institut reserves the right for itself to cancel the stipend if

- (1) the approved grant has not been claimed, without giving any reason, within one year of its allocation,
- (2) prerequisites for the allocation of the stipend cease to apply at a later point of time,
- (3) the funds were not used for the explicit purposes as set out in the grant approval,
- (4) stipulations were not fulfilled within the period set by the Beilstein-Institut,
- (5) the stipendiary does not fulfil his duties as described within the framework of these funding guidelines,
- (6) the stipendiary has stopped his research project,
- (7) it has been detected that the stipendiary does not support his project sufficiently,
- (8) the stipendiary has transgressed the rules of good scientific conduct ,
- (9) cancellation of the support is advisable on other important reasons.

The payment of all benefits ceases with the effective cancellation. Reimbursement of benefits already paid may be demanded when the reasons for cancellation have taken effect.

The Beilstein-Institut further reserves the right for itself to adjust approved benefits in individual cases in accordance with altered circumstances.

## 9.8 Final provisions

As far as the preceding funding guidelines contain no or incomplete regulations, the general sense of the provisions of §§ 1 - 8 apply. This applies in particular to the provisions of §6 (publication) and §8 (liability).