



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 with its headquarters in Frankfurt am Main. The Foundation carries out its purpose particularly in that, in the area of chemistry and its related 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 (e.g. the publication of web journals)
- arranges scientific symposia;
- awards prizes and stipends;
- establishes professorships;
- supports research, teaching and publication projects with financial help for personnel and material expenditure.

Stipends can be awarded either indirectly through an intermediate non-profit organisation 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 their announcement.

The support of

Research, teaching and publication plans, and also the establishing of professorial Foundation Chairs

is governed by the following

Funding guidelines:

§ 1 Principles of Allocation

1.1 Application of funds in accordance with the foundation's purpose

The Beilstein-Institut, as a non-profit organisation, must ensure that funds are used economically, in accordance with regulations and appropriate to the Foundation's purpose. Therefore support monies may only be awarded on the basis of a grant agreement in which the existing funding principles and/or the applicable part of the contract agreement are adhered to, respectively. In each case the recipient 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 organisations and Foundations based in Germany, or legal entities under German civil law but not, however, a natural person. Awards for stipends or prizes are governed by the special rules in § 9.

1.2 Prohibition of substitute support

The monies applied for may not be used for to augment or replace the institution's funding. Therefore, they may not used to fill gaps in the budget nor for the blanket increasing of budgets. Other third party contributors may not, through the award of funds by the Beilstein-Institut, be caused to reduce their contributions correspondingly (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 before the formal conclusion of a grant agreement is made with the reservation that such a formal grant agreement, in terms of the existing guidelines, will be concluded with the support 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 itemised 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 Foundation publicly advertises an award, it must be indicated in the advertisement 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. An award can then only be promised if the application of a natural person can prove that a suitable grant recipient, in terms of § 1.1, line 4 of the guidelines, supports him and whose preparedness to conclude a grant agreement is proven.

2.2 Application

Legal entities, who are support recipients in terms § 1 line 4 are eligible to apply. Natural persons, regardless of their location and nationality, are eligible to apply if a suitable subsidy recipient in terms of § 1.1 supports the application, line 4.

The recipient of the funds must possess the necessary organisational and scientific prerequisites 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 contain, at least, the following details:

- The person responsible for the project
- The name and address of the university or responsible institution
- The subject matter and aims of the project
- The start and duration of the project
- The planned expenditure (split into staff and work resources)
- A financial plan
- Financial help from other support programmes.

A description of the research, a description of the focal point of the research, and the candidate's preliminary work in either German or English, a summary in German and English should be supplied.

The size of the application should not exceed 25 DIN A4 sides (12 point font, single spaced). Personal applications (e.g. foundation professorships) should include, in addition, 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 appropriate to the requirements of application. These experts are committed to confidentiality. If the applicant does not wish a particular expert to be consulted, this must be stated with 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, it is a precondition for the support that the selected support recipient concludes a grant agreement. With the conclusion of the grant agreement and, in any case after the acceptance of the support monies, the grant recipient is obliged to abide by the conditions laid down in the existing guidelines.

§ 3 Implementing the support

3.1 Principles for the use of the monies

The monies may only be used for fulfilling the aims laid down in the support commitment. They are to be used economically and thriftily. Thus, possible price reductions, such as discounts or research rebates, as well as procurement centres should be used.

All income from carrying out the sponsorship scheme (e.g. events, leasing, the handing over of items acquired with monies from this project, materials, or apparatus) is to be used as covering funds for all the project related expenditures.

The grantee is obliged to implement appropriately the timetable laid down for the project in the application submitted, or in the grant agreement.

The grantee is further obliged to use the agreed monies in accordance with the contract and in accordance with the support and grant guidelines of the Beilstein-Institut, and in accordance with disbursement regulations, exclusively for non-profit purposes, namely research and teaching.

Further the grantee has to ensure

- that claims from the support commitment are neither ceded nor pledged,
- by the reduction of the estimated total disbursements for the project aims, or by the appearance of new covering funds, to minimise the support monies,

- that the Beilstein-Institut must be immediately informed if, for the same purpose, he applies for support monies from elsewhere or obtains monies from other sources, or when the purpose of the application, or other reasons for the approval of the support, changes considerably or is abandoned,
- 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.

3.2 Calling of funds

The monies are made available according to the financing and payment plan established in the grant agreement. The Beilstein-Institut will transfer support monies, when requested in writing, exclusively to a bank account specified by the grant recipient. After checking the presented statement of application of funds (see § 4) the payment to the grant will be authorised.

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 grant monies for staff must contain a declaration in which the grant recipient commits himself to take on the function of an employer, and to guarantee the conditions for the successful pursuit of the project. The Beilstein-Institut is in no case the contract partner, and thus not the employer.

3.4 Equipment and consumables

Material goods (items, and rights such as e.g. on software) that have been acquired, or made for the fulfilling 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. Diversion, divestment and disposal during the support period require permission from the Foundation. The items and rights, as well as earnings in the case of a divestment belong, even after the termination of the support, and insofar as the appropriation is in accordance with No. 1, may be used for scientific purposes within the framework of the Foundation's aims; if this is no longer possible the items, or the income from their sale, is 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.), are taken over by the Beilstein-Institut only within the framework of the approved budget. Ongoing outlays, e.g. repairs, energy usage, security, service staff etc. have to be covered by the regular budget of the recipient. This has to be ensured in the application for support.

For equipment whose costs exceed EUR 5,000.00 (goods of the same kind are to be added) the grant recipient is obliged to obtain at least three quotes. The offers are to be retained for checking purposes.

Equipment whose acquisition value exceeds EUR 150.00 are to be entered in the stock list and visibly labelled with the phrase "Granted 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 apparatus and literature.

3.5 Deviations from the financial plan

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

The reallocation of funds (e. g. staff to equipment or vice versa) requires the prior approval of the Beilstein-Institut.

§ 4 Statement of account

4.1 Payment only against properly documented expenditure

Payment only against properly documented expenditure. Reimbursement is only possible for expenses with a proper voucher with check and payment stamps. The Foundation is authorised 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 for all expenses, always with precise descriptions of type and purpose, and reference to the original vouchers. For low value acquisitions, a detailed listing is not necessary and they can be shown under a general heading (e.g. office materials), as long as the appropriate receipts show the type and number of the items acquired. Insofar as 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 vouchers

The original vouchers remain with the recipient of the grant, but may be required by the Beilstein-Institut for inspection.

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

The documents (invoices and payment receipts, staff documents and wage calculations, 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, so as to satisfy the tax and other legal regulations.

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

§ 5 Information and reporting obligation

5.1 Reporting obligation

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

In the progress report, descriptions of the progress of the project are to be given with respect to special accompanying conditions as well as the results of the critical involvement of the original aims. In addition, 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 end of the project, should give comprehensive information about the project purpose and its realisation with close reference to the application. The Beilstein-Institut may withhold up to 10 percent of the total support until the final report is received.

5.2 Information obligation

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

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

- there are significant differences between the project plan and its realisation,
- after presenting the finance plan or statement of account, the recipient has applied for other support for the same purpose, or obtained such support, through a third party,
- the purpose of the support, or other important factors for the approval of the support changes, or ceases to exist.

§ 6 Publications

6.1 Publication obligation

The results of the supported project must be published. The support of the Beilstein-Institut should be mentioned therein 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 authorised 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 holds perpetual, world-wide, non-exclusive, use rights (multiple copying, distribution rights) of the project results.

§ 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 a year, no conclusion of a grant agreement has taken place.

7.2 Cancellation of the grant agreement

The support relationship may be cancelled on material cause with instant effect by either side.

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 is not taken up within one year of the conclusion of the grant agreement, this will be 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 is 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 cancellation right is available to the Beilstein-Institut especially if the financial support is obtained through incorrect or incomplete information from the applicant or the support recipient, or if the financial support is used knowingly to acquire items or rights, that are completely or partly not, or no longer, used for the intended purpose.

Further, the Beilstein-Institut is authorised to cancel if the obligations of this contract are not fulfilled within a reasonable time, especially if the stipulated statement of account or requested original receipts are, in spite of warnings and the setting of a final limit, not timely presented, or if the recipient repeatedly and in spite of warnings doesn't meet its information and report obligations.

7.3 Refunding of support funds

The grant recipient must repay the Beilstein-Institut support monies used for improper purposes. The support funds used are also to be repaid if is the request for support contained 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 to the grant

recipient on the refund amounts in the above cases from the start of the payment of the support funds.

§ 8 Liability

The grant recipient carries out the project under its own responsibility. The recipient is responsible for the adherence to legal regulations, official regulations, and security, safety and accident prevention legislation.

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

§ 9 Special rules for the award of stipends and prizes

The award of stipends and prizes to natural persons will be governed in each case by particular terms. The specific terms will be made known at the time of the announcement of the stipends or prizes.