



**Alexander von Humboldt**  
Stiftung/Foundation

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## **TransCoop Programme**

**Transatlantic cooperation in the humanities, social sciences, law  
and economics**

**– Regulations on the Use of Funds –**

**(November 2010)**

## **Contents**

### **Regulations on the Use of Funds (as of: November 2010)**

- I. The programme and its objective**
- II. Funding recipient, authority administering the funding amount**
- III. Purpose, use and provision of the funding amount**
- IV. Human and material resources**
- V. Scientific equipment**
- VI. Taxation, social security and other levies**
- VII. Exploiting research results – publications, patents and licences. Use of the Alexander von Humboldt Foundation logo**
- VIII. Reports on the use of funds and audits**
- IX. Rules of good scientific practice, legal regulations and general obligations**
- X. General regulations**

**Enclosure 1:** "Agreements between the collaborative partner in Germany and the home institution entrusted with the administration of the funding amount" (form)

**Enclosure 2:** "Report on the use of funds" (form)

**Enclosure 3:** Rules of good scientific practice, procedures, and penalties in the event of malpractice

## **I. The programme and its objective**

In the context of the TransCoop Programme, which is financed by funding from the Federal Ministry of Education and Research, the Alexander von Humboldt Foundation sponsors researchers from Germany and the USA and/or Canada who wish to collaborate on an extended joint research project on an academic topic. The programme is open to scholars in the humanities, social sciences, law and economics.

## **II. Funding recipient, authority administering the funding amount**

The recipient of the funding amount is the collaborative partner in Germany. The Alexander von Humboldt Foundation expects the collaborative partner's home institution in Germany to take on fiduciary responsibility for the administration of the funding amount in the name of and on behalf of the collaborative partner in Germany. For this purpose, an agreement must be concluded between the collaborative partner in Germany and his or her home institution, and submitted to the Alexander von Humboldt Foundation before the first instalment of the funding amount is paid (cf. form, Enclosure 1). The funding amount is remitted to the collaborative partner's home institution in Germany at the request of the collaborative partner in Germany.

## **III. Purpose, use and provision of the funding amount**

The funding amount and the funding period are stated in the award letter. As a matter of principle, an extension of the funding period is not intended.

The funding amount must be used to support the joint academic work by the partners involved in the research collaboration both in Germany and in the USA and/or Canada and must be used prudently and economically. It may be used to cover all expenses serving this purpose.

The financial plan submitted to the selection committee is binding. However, the sums given for "human resources" and "material resources" may be exceeded by up to 20% without consulting the Alexander von Humboldt Foundation provided that savings of the same amount are made to other items. In this context, statements made in the award letter are binding; in particular, cuts in funding made to specific parts of the application must be respected. It is possible to make other alterations if they become necessary in the course of research collaboration but only on previous written agreement by the Alexander von Humboldt Foundation. The relevant application should include an explanatory statement and a revised version of the financial plan. Apart from this, any interest accrued during the funding period may be added to the funding amount.

The funding amount must not be used to cover the personal income of the collaborative partners or their staff.

The collaborative partner's home institution in Germany is eligible to receive a flat-rate payment of up to a total of 15% of the funding amount granted (administrative flat-rate). It can be used to help cover any costs resulting from the use of existing and/or specifically acquired material or specifically created personnel infrastructure (e.g. general institute facilities, laboratories or workrooms, operating and maintenance costs, finance and personnel management and auditing). An agreement must be concluded between the collaborative partner in Germany and his or her home institution on this point and submitted to the Alexander von Humboldt Foundation before the first instalment is paid (cf. form, Enclosure 1).

The home institution may place unused funds from the administrative flat-rate at the disposal of the collaborative partner in Germany to conduct his or her research collaboration.

On principle, the funding amount is paid in quarterly instalments in accordance with the financial plan. The first instalment is available on request as soon as the collaborative partner in Germany has officially accepted the sponsorship by returning the written "Declaration of Acceptance" and has submitted the "Agreements between the collaborative partner in Germany and the home institution entrusted with the administration of the funding amount" (cf. form, Enclosure 1). Payment of the funding amount is dependent on the availability of budgetary means.

The award of the funding amount is dependent upon the collaborative partners in the USA and/or Canada raising and providing at least the same amount again to finance the research collaboration ("matching funds"). Items such as salary replacement, release time, availability of office space and other overheads cannot be accepted as matching funds. Proof of matching funds must be presented in the form of a copy of the relevant award letter stating the purpose of the amount granted. The Alexander von Humboldt Foundation may pay the first instalment of the funding amount before proof of matching funds has been presented as it wishes to enable the collaborative partners to embark on research collaboration without delay – irrespective of whether decisions on funding are still pending in the USA and/or Canada. On principle, further instalments can only be paid once proof has been provided that equivalent matching funds have been granted. If such proof is not provided or not provided in time, the Alexander von Humboldt Foundation will usually revoke the award and call in the sums already paid unless facts are presented which demonstrate that expectations that matching funds would be raised were justified.

#### **IV. Human and material resources**

The collaborative partner in Germany and his or her home institution come to a mutual agreement (cf. form, Enclosure 1) on the procedure for employing staff during the funding period and on the regulations governing the awarding of assignments or conclusion of other contracts. The home institution acts as employer on behalf of the collaborative partner in Germany. This status is based upon the standard legal general conditions governing the use of public funds applicable at the home institution. The same applies to the use of material resources, particularly expenditure on travel and the awarding of assignments to third parties. If parts of the funding amount are used in the USA and/or Canada, local legal general conditions governing the use of public funds must be applied (particularly with regard to labour, social and tariff law). This also applies to the awarding of assignments to third parties. Salaries may not exceed the nationally or locally customary level; the same applies to the use of funds for material expenditures (particularly for travel). The collaborative partner in Germany may earmark part of the funding amount which his or her home institution may use to grant fellowships. The basis for determining the value of the fellowship in Germany should be the monthly instalments paid by the German Academic Exchange Service and the Alexander von Humboldt Foundation to graduate and post-doc fellows respectively; in the USA and/or Canada the customary fellowship amounts.

#### **V. Scientific equipment**

Scientific equipment financed from the funding amount is purchased by the home institution of the collaborative partner in Germany in the name of and on behalf of the collaborative partner in Germany in accordance with his or her requirements or those of the collaborative partner abroad. Upon purchase, it immediately becomes the property of the home institution or the collaborative partner institution. Equipment with a procurement or production value of more than EUR 410 (excluding purchase tax) passes into the inventory of the respective institution and must continue to be used for scientific purposes when the funding period comes to an end. The collaborative partner in Germany and/or abroad and their home

institutions ensure that the necessary technical and financial conditions for installing and operating the equipment exist and that the collaborative partner in Germany and/or abroad has the full right of disposition over the equipment during the entire funding period. Equipment may only be removed to another institution in mutual agreement with the home institution and the collaborative partner in Germany and/or abroad and with prior written authorisation by the Alexander von Humboldt Foundation.

## **VI. Taxation, social security and other levies**

The collaborative partner in Germany bears responsibility for all matters relating to taxation, customs, employment and social security legislation and for observing other laws and state regulations; administrative responsibility lies with his or her home institution. A letter of intent to this effect must be submitted to the Alexander von Humboldt Foundation (cf. form, Enclosure 1). Particular attention is drawn to special tax regulations also in respect of fellowships and work and service contracts.

## **VII. Exploiting research results – publications, patents and licences. Use of the Alexander von Humboldt Foundation logo**

The Alexander von Humboldt Foundation considers it important that research results achieved in the framework of sponsorship be published. In publications and all other (especially public) presentations, appropriate reference must be made to the sponsorship provided by the Alexander von Humboldt Foundation as well as to the funding provided by the Federal Ministry for Education and Research:

- In publications, an appropriate place must be chosen to state that sponsorship has been provided by the Alexander von Humboldt Foundation in the framework of the TransCoop Programme endowed by the Federal Ministry of Education and Research.
- Publications, stating the title and bibliographical details, must be entered in the data-base "Bibliographia Humboldtiana" of the Network Online on the Alexander von Humboldt Foundation's website:  
*<http://www.humboldt-foundation.de/web/service-portal.html>* .

If it is planned to use the Alexander von Humboldt Foundation logo, the following needs to be observed:

- The use of the Alexander von Humboldt Foundation logo in any kind of communication is subject to strict rules. The logo and its constituent parts are a trademarked name and may not be reproduced without obtaining the express written authorisation of the Foundation in advance. The logo comprises three parts: the head of Alexander von Humboldt, the script nameplate and the bilingual addition "Stiftung/Foundation". These elements jointly comprise the **inseparable** word/image trademark. The logo and its constituent parts may not be copied, altered, truncated or integrated in other logos.
- Use of the logo is authorised in publications and other, in particular public, presentations (e.g. conference presentations) of research results that were produced in direct connection with sponsorship by the Alexander von Humboldt Foundation. For this purpose, the logo with the label "Unterstützt von/Supported by" may be requested from the Alexander von Humboldt Foundation in an electronic file format that conforms to the specific requirements for print:  
*[www.humboldt-foundation.de/web/logo-en.html](http://www.humboldt-foundation.de/web/logo-en.html)*

- Any other use of the logo requires prior written permission from the Alexander von Humboldt Foundation and must be requested in writing, stating the intended use of the logo.

The Alexander von Humboldt Foundation considers it important that research results achieved in the framework of sponsorship be utilised. Commercially-utilisable results, in particular, should be adequately protected (particularly by patents and utility models) and exploited:

- Research results potentially eligible for commercial exploitation must be presented to the appropriate agencies, such as industry. If it seems recommendable to register a patent or similar legal protection for research results, it is essential, for legal reasons, to start proceedings **before** publishing the relevant results.  
The people to contact, specialised in registering patents and legally protecting research results, are patent agents ("Patentanwälte") and patent broking companies or agencies ("Patentverwertungsstellen/-agenturen"). All related matters (legal questions, whom to contact about publication, registering patents etc.) must be clarified with the respective home institution directly.
- The legal relationship between the collaborative partner in Germany and his or her home institution is governed by the provisions of the German "Employees Invention Act", whereby the collaborative partner in Germany should enjoy the same status as a professor in the legal context. A written agreement to this effect between the collaborative partner in Germany and his or her home institution must be submitted to the Alexander von Humboldt Foundation (cf. Form, Enclosure 1).

### **VIII. Reports on the use of funds and audits**

By April 30<sup>th</sup> of each year, the collaborative partner in Germany is required to submit a brief report on work carried out and results achieved in the preceding calendar year as well as a numerical (interim) report on the use of funds to date (cf. form, Enclosure 2). A detailed joint final report on work as well as a numerical report on the use of (total) funds for the entire funding period (cf. form, Enclosure 2) must be submitted by the collaborative partners in Germany and the USA and/or Canada not later than four months after the funding period has come to an end. The report on work must present the results achieved in detail and provide an accounting of the most important items in the numerical report on the use of funds. Reports on work may be passed on to the Alexander von Humboldt Foundation's independent peer reviewers. The Alexander von Humboldt Foundation reserves the right to evaluate and publish these reports.

The collaborative partner in Germany must certify that the funding amount has been used in accordance with its stated purpose as well as economically and prudently. The department representing the collaborative partner's home institution in Germany in personnel and business matters must certify that the facts and figures in the report on the use of funds are correct. If the institution has its own auditors, they must review and endorse that the funding amount has been used in accordance with its stated purpose as well as economically and prudently. If the audit cannot be carried out at this institution, then an external auditor must be commissioned to conduct the audit. The costs for this may be deducted from the administrative flat-rate. After the report on the use of funds has been submitted, the home institution must retain the receipts for the period stated in its regulations.

Any funds from the funding amount that remain unused after completion of the final accounts must be returned to the Alexander von Humboldt Foundation.

The Alexander von Humboldt Foundation or its authorised representative is entitled to request the submission of books, receipts and other business records and to verify the use of the funding amount in local surveys at any time. The collaborative partner in Germany and

the home institution must give written approval for this procedure and submit it to the Alexander von Humboldt Foundation (cf. form, Enclosure 1).

## **IX. Rules of good scientific practice, legal regulations and general obligations.**

The collaborative partner in Germany is obliged to abide by the relevant rules of good scientific practice and the corresponding laws which apply at the respective research location and to the Alexander von Humboldt Foundation. As well as personal integrity, it is also taken for granted that the collaborative partner in Germany has abided by the relevant regulations and laws in his or her research work to date.

When accepting sponsorship, the collaborative partner in Germany is obliged:

1. to notify the Alexander von Humboldt Foundation immediately if the intended use of funds is altered or no longer relevant. This also applies to anything more than just minor changes to the research collaboration being funded;
2. to observe the principles of good scientific practice as well as the corresponding laws when carrying out the research work, *especially*:
  - the rules of good scientific practice (cf. Enclosure 3);
  - when planning and carrying out experiments on human subjects, the Helsinki Declaration of the World Medical Association on the Ethical Principles for Medical Research Involving Human Subjects in the revised version of October 2008:  
<http://www.wma.net/en/30publications/10policies/b3/index.html>;
  - when carrying out experiments on animals, the regulations of the respective valid law on animal protection and the relevant implementation rules:  
<http://bundesrecht.juris.de/tierschg/BJNR012770972.html>;
  - in the case of genetic experiments, the valid law regulating issues of genetic engineering and the relevant implementation rules:  
<http://bundesrecht.juris.de/gentg/>;
  - the ethical rules according to Article 6 of Decision No 1982/2006/EC of the European Parliament and of the Council of 18 December 2006 concerning the Seventh Framework Programme of the European Community:  
<http://eurlex.europa.eu/JOHtml.do?uri=OJ%3AL%3A2006%3A412%3ASOM%3AEN%3AHTML> and;
  - when transferring knowledge abroad, which could be of importance to the military or the armaments industry of the transfer countries, the respective valid version of the relevant regulations in the Federal Republic of Germany's foreign trade law and foreign trade decrees and the relevant implementation rules,:  
<http://bundesrecht.juris.de/awg/> and  
[http://bundesrecht.juris.de/awv\\_1986/](http://bundesrecht.juris.de/awv_1986/);
3. to inform the Alexander von Humboldt Foundation immediately of applications for or any further funding granted for the same research collaboration;

4. to abide by the rules on the use of the Alexander von Humboldt Foundation logo (cf. VII.).

## **X. General regulations**

The Regulations on the Use of Funds are integral to the grant.

The German-language text of the Regulations on the Use of Funds is authoritative; the English-language text merely serves as a useful translation.

Should the Regulations on the Use of Funds fail to be respected, the Alexander von Humboldt Foundation reserves the right to revoke the decision on granting funding in part or in full and to demand repayment of the granted funding amount or parts thereof. This also applies if the collaborative partner in Germany or the collaborative partner in the USA or Canada makes or has made false statements before or during the funding period or if other serious facts emerge which would have militated against the granting of the funding amount had they been known to the selection committee at the time. The procedures and penalties in the event of violations of the Regulations on the Use of Funds and especially in case of scientific or other malpractice are regulated in detail in the document "Rules of good scientific practice, procedures, and penalties in the event of malpractice" (cf. Enclosure 3).

The Alexander von Humboldt Foundation reserves the right to amend the Regulations on the Use of Funds at any time, provided that the amendments, while taking due account of the interests of the Alexander von Humboldt Foundation, are reasonable vis-à-vis the collaborative partner in Germany. Amendments will be announced to the collaborative partner in Germany in writing well in advance. The amendments are considered to have been approved if the collaborative partner in Germany has not lodged an objection in writing within four weeks. In the event of an objection the Alexander von Humboldt Foundation reserves the right to cease funding within a reasonable period of time.

The sole legal venue is Bonn/Germany. German law applies exclusively without conflicting rules.

as of: November 2010

## TransCoop Programme

### **Agreements between the collaborative partner in Germany and the home institution entrusted with the administration of the funding amount**

**Collaborative partner in Germany:**

**Home institution entrusted with the administration of the funding amount:**

**The above-mentioned institution and the collaborative partner in Germany have reached the following agreements:**

**a) Purpose and administration of the funding amount**

The funding amount is intended to support joint academic work by the partners involved in the research collaboration both in Germany and in the USA and/or Canada. The home institution entrusted with the administration of the funding amount has taken note of the Regulations on the Use of Funds enclosed in the award documents and will support the collaborative partner in Germany to the best of its ability while observing these regulations. Furthermore, the following agreements have been concluded:

**b) Agreement on the administrative flat-rate (cf. Regulations on the Use of Funds, III.):**

The collaborative partner's home institution in Germany is eligible to receive a flat-rate payment of up to a total of 15% of the funding amount granted (administrative flat-rate). It can be used to help cover costs resulting from the use of existing and/or specifically acquired material or specifically created personnel infrastructure (e.g. general institute facilities, laboratories or workrooms, operating and maintenance costs, finance and personnel management and auditing).

Accordingly, the home institution of the collaborative partner in Germany will receive an administrative flat-rate amounting to ..... % (in words: .....percent) of the funding amount and will use it in accordance with its stated purpose as well as economically and prudently.

**c) Agreement on the administration of the funding amount as well as taxation, customs, employment and social security matters; furthermore, on compliance with other laws and state regulations (cf. letter of intent; Regulations on the Use of Funds, II., IV., VI., VIII., IX.):**

The collaborative partner in Germany bears responsibility for all matters relating to taxation, customs, employment and social security legislation and for complying with other laws and state regulations; administrative responsibility lies with his or her home institution. The latter acts as employer on behalf of the collaborative partner in Germany, takes on responsibility for the administration of the funding amount and retains the receipts for the period stated in its own regulations.

**d) Agreement on patents and licences (cf. Regulations on the Use of Funds, VII.):**

The legal relationship between the collaborative partner in Germany and the home institution is governed in Germany by the provisions of the German "Employees Invention Act", whereby the German-based collaborative partner should enjoy the same status as a professor in the legal context.

**e) Agreement on the right to audit (cf. Regulations on the Use of Funds, VIII.):**

The Alexander von Humboldt Foundation or its authorised representative is entitled to request the submission of books, receipts and other business records and to verify the use of the funding amount in local surveys at any time.

\_\_\_\_\_  
Place/Date

\_\_\_\_\_  
Personal signature of collaborative partner in Germany

\_\_\_\_\_  
Designation and official stamp of the department authorised to represent the home institution entrusted with the administration of the funding amount in personnel and business matters

\_\_\_\_\_  
Place/date

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Personal signature

To be used only as two-sided document!  
- German version only -

TransCoop Programme  
Report on the use of funds

for the period from ..... to .....

Interim report / Final report on the use of funds – please delete as applicable

**Collaborative partner in Germany:** \_\_\_\_\_  
**Home institution entrusted with the administration of the funding amount:** \_\_\_\_\_  
**Total value of the funding amount:** \_\_\_\_\_  
**Total funding period:** \_\_\_\_\_

**A. Report on work carried out and results achieved** (please attach a separate enclosure)

**B. Numerical report for the report period from .....to.....:**

Cash balance at the beginning of the report period: ..... EUR  
Funds accrued during the report period: ..... EUR  
Interest accrued during the report period: ..... EUR  
**Total of disposable funding amount during the report period** \_\_\_\_\_ EUR

**Expenses** paid from the funding amount:

- 1. Human resources:** EUR .....
- 2. Material resources:** EUR .....
- 2.1 Research stays at partner institution, including travel .....EUR
- 2.2 Specialist conferences, workshops .....EUR
- 2.3 Scientific equipment .....EUR

Items with a procurement or production cost of more than EUR 410 (excluding purchase tax) are included in the inventory of the home or partner institution (according to the regulations applicable there). They are available to be used for scientific purposes as of the end of the funding period.

- 2.4. Printing costs .....EUR
- 2.5. Consumables/other (please specify) .....EUR

**3. Administrative flat-rate** EUR .....

**Total expenditure during the report period:** EUR \_\_\_\_\_

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**Cash balance at the end of the report period:** EUR \_\_\_\_\_

After submitting the report on the use of funds, receipts will be retained by the home institution entrusted with the administration of the funding amount for the period stated in its regulations.

The report on work carried out and results achieved is enclosed.

The Regulations on the Use of Funds and those stated in the award letter have been observed.

The funding amount has been used economically and prudently.

\_\_\_\_\_  
Place/Date

\_\_\_\_\_  
Personal signature of collaborative partner in Germany

It is herewith confirmed that the above-cited facts and figures are correct:

\_\_\_\_\_  
Designation and official stamp of the department authorised to represent the home institution entrusted with the administration of the funding amount in personnel and business matters

\_\_\_\_\_  
Place / date

\_\_\_\_\_  
Name of the signatory

\_\_\_\_\_  
Personal signature

It is herewith confirmed that the funding amount has been used in accordance with its stated purpose as well as economically and prudently and, furthermore, that the transactions and receipts correspond with the data:

\_\_\_\_\_  
Designation and official stamp of the auditing body

**Please indicate:**

- Department of the home institution authorised to conduct internal audits
- External auditor

\_\_\_\_\_  
Place / date

\_\_\_\_\_  
Name of the signatory

\_\_\_\_\_  
Personal signature

**Rules of good scientific practice, procedures, and penalties in the event of malpractice**

**1. Rules of good scientific practice**

- 1.1. Those sponsored by the Alexander von Humboldt Foundation (AvH) are obligated to inform themselves about and comply with the rules of good scientific practice that are in effect at their host institution.
- 1.2. Moreover, those sponsored are to pledge themselves, and the staff they employ in the framework of AvH funding, to observe the rules of good scientific practice below. Violations of these rules or scientific or other malpractice (see paragraphs 2 and 3) may result in the penalties described in paragraph 4.
- 1.3. The following principles constitute the rules of good scientific practice, both in general and specified to the individual disciplines as necessary:
  - *General principles of scientific work*
    - to work in accordance with the accepted standards of the discipline;
    - to observe the rules specific to the respective discipline with regard to the attaining, selecting, documenting, and long-term securing of data and other findings;
    - to challenge consistently all one's own findings;
    - to maintain strict honesty with regard to the contributions of partners, competitors, and predecessors.
  - *Cooperation and supervisory responsibility in working groups*
    - to assure cooperation and supervisory responsibility in working groups; in particular, to take organisational measures to ensure that the tasks of leadership, supervision, conflict management, and quality assurance are clearly assigned and actually fulfilled;
    - not to compromise research activities of others.
  - *Supervision of junior researchers*
    - to ensure appropriate supervision for graduates, doctoral candidates, and students, in particular by providing each of them with a primary mentor in the working group.
  - *Scientific publications:*
    - to produce and disseminate scientific publications in accordance with the accepted rules and standards of the discipline; and, in particular when new findings are to be published, to describe these findings and the applied methods completely and comprehensibly as well as account for one's own and others' preliminary work exhaustively and correctly.
    - If several participants are involved in a scientific project and its subsequent publication, only those can be named as co-authors who significantly contributed to the conceptual design, formulation, analysis and interpretation of the data or findings, and the drafting of the manuscript, and have consented to its publication; so-called 'honorary authorship' is not permissible; third-party support is to be listed under acknowledgements.

## 2. Scientific or other malpractice

2.1. Scientific malpractice is the misrepresentation of facts in a scientific context, either consciously or due to gross negligence, infringement of intellectual property of others, or any other encroachment upon others' research activities. Decisions will be made on a case-by-case basis. The following, in particular, can be considered scientific malpractice:

2.1.1. *Misrepresentation of facts* such as

2.1.1.1. forging or distorting data, for example by selecting and rejecting undesirable results without declaring them, or by manipulating illustrations or images;

2.1.1.2. false information in an application or a funding proposal, including false information about the publication organ and publications in print.

2.1.2. *Infringement of intellectual property* concerning copyrighted work by others or significant scientific findings, hypotheses, teachings, or research approaches by others such as

2.1.2.1. unauthorised utilisation by presumption of authorship (plagiarism), exploitation of research approaches and ideas, in particular as a peer reviewer (theft of ideas);

2.1.2.2. presumption or unsubstantiated appropriation of scientific authorship or co-authorship;

2.1.2.3. misrepresentation of contents;

2.1.2.4. unauthorised publication and unauthorised granting of access to third parties prior to the publication of the work, the findings, the hypothesis, the teaching, or the research approach;

2.1.2.5. claiming authorship or co-authorship of others without their consent.

2.1.3. *Sabotage of research activity*, including damaging, destroying, or manipulating experimental arrangements, equipment, documents, hardware, chemicals, or other materials needed by others to conduct scientific work (including malicious displacement or abstraction of books and other documents).

2.1.4. *Deletion of primary data* if it infringes legal provisions or accepted principles of scientific work in the discipline.

2.2. Scientific misconduct also comprises behaviour that entails a *shared responsibility* for the misconduct of others, in particular by active participation, joint knowledge of misrepresentations, co-authorship of falsified publications, or gross negligence of supervisory responsibilities.

2.3. For the purpose of the present rules, other misconduct is applicable if grave circumstances are discovered that challenge the personal aptitude of the individual sponsored to be a member (multiplier) of the global AvH network.

## 3. Penalties

In the event of grave violation of the above rules of good scientific practice, in particular scientific or other malpractice, the AvH can impose one or several of the following penalties, depending on the nature and gravity of the established misconduct:

3.1. Written reprimand of the person concerned;

- 3.2. Request that the person concerned retract the discredited publication or correct the falsified data (in particular by publishing an erratum), or appropriately indicate the recall of AvH funding, for example in the erratum.
- 3.3. Temporary suspension of funding decisions pending the resolution of the issue;
- 3.4. Forfeiture of eligibility for AvH sponsorship, permanent or temporary, depending on the gravity of the scientific malpractice;
- 3.5. Revocation of funding decisions (complete or partial cancellation of the grant, recall of funds granted, reclaim of funds spent), including the denial of the status of "Humboldtian";
- 3.6. Exclusion from review and committee work for AvH.

#### **4. Procedures**

If a violation of the rules of good scientific practice (paragraph 1) or scientific or other malpractice (paragraph 2) is suspected, the following basic procedures take effect:

- 4.1. If probable cause is brought to the attention of the AvH, the suspected person must be notified of the incriminating facts and be given the opportunity to respond in writing within four weeks. Simultaneously, the implementation of a funding decision can be suspended temporarily until the issue is resolved (see paragraph 3.3.). Without their consent, the identity of the informant and the allegedly injured party will not be disclosed to the party concerned in this phase.
- 4.2. In order to clarify the issue, the AvH office is authorised to request oral or written statements by the concerned as well as third parties at any time.
- 4.3. If no response is received or if a response is examined and the suspicion persists, the AvH will notify the party concerned, explicitly indicating the AvH's penalty options as well as the right of the concerned party to remonstrate within four weeks.
- 4.4. If use is not made of the right to remonstrate, the AvH may impose one of the measures listed above in paragraph 3.
- 4.5. If the remonstrations submitted by the party concerned fails to convince the AvH, and in particular, fails to refute the probable cause plausibly, the AvH may impose one of the above-mentioned penalties. Prior to making the decision, the AvH may request an expert opinion on the existence of malpractice from the Ombudsman of the DFG or a comparable body affiliated with the host institution.

#### **5. Scope of application, coming into effect, and temporary provisions**

The above regulations apply to academics who receive sponsorship from the Alexander von Humboldt Foundation (AvH) as well as applicants for funding, host institutions, alumni, members of selection committees, peer reviewers, and special reviewers of the AvH.

The regulations take effect on 01.08.2007. Individual AvH-sponsored projects that have been concluded by this date will not be affected by these regulations, but are subject to the general rule that the AvH can alter or revoke its funding decisions if circumstances are brought to its attention after the fact that would have led to a different decision on the part of the AvH had they been known in advance.