



Alexander von Humboldt
Stiftung/Foundation

Research Group Linkage Programme

– Regulations on the Use of Funds –

(April 2019)

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Regulations on the Use of Funds (as of: April 2019)

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I. The programme and its objective

In the context of its Alumni Programme the Alexander von Humboldt Foundation sponsors long-term research collaborations between academics in Germany and abroad.

Financing research group linkages is one of the tools of alumni sponsorship designed to create a sustainable basis for international academic cooperation over an extended period. It is expected to integrate into the cooperation (doctoral and post-doctoral) junior researchers as potential candidates for an Alexander von Humboldt Foundation research fellowship.

The programme is financed by funding from the Federal Foreign Office and the Federal Ministry of Education and Research.

II. Funding recipient, authority administering funding amount

The recipient of the funding amount is the collaborative partner in Germany stated in the application form. 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 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 abroad and must be used prudently and economically. It may be used to cover all expenses serving this purpose.

The financial plan submitted to the Alexander von Humboldt Foundation 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 joint application by the collaborative partners in Germany and abroad 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 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 signed "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.

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 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 abroad, 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 funds from 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; abroad the customary fellowship amounts.

V. Scientific equipment

Scientific equipment financed from the funding amount may only be purchased for the collaborative partner's own institute abroad. Up to EUR 20,000 of the funding amount may be used to purchase scientific equipment but the proportion may not exceed this limit even though, generally, up to 20 % of the expenditure included in the financial plan may be reallocated (cf. III.).

Scientific equipment financed from the funding amount is purchased by the home institution in the name of and on behalf of the collaborative partner in Germany in accordance with the requirements of the collaborative partner abroad. Upon purchase, it immediately becomes the property of the collaborative partner institution abroad. The equipment must be passed 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 abroad and his or her home institution, as well as the collaborative partner in Germany ensure that the necessary technical and financial conditions for installing and operating the equipment exist and that the collaborative partner abroad has the full right of disposition over the equipment during the entire funding period. Equipment may only be removed to another institution by mutual agreement between the home institution and the collaborative partner abroad, as well as the collaborative partner in Germany. It requires prior written authorisation from 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 in respect of fellowships and work and service contracts in Germany and, if applicable, also abroad.

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, in particular all 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 indicated in the award letter:

- 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 Research Group Linkage Programme funded by the respective Federal Ministry.
- Publications, stating the title and bibliographical details, must be entered in the database “Bibliographia Humboldtiana“ of the service portal “My Humboldt” on the Alexander von Humboldt Foundation’s website <https://www.humboldt-foundation.de/web/my-humboldt.html>. They can also be entered via Humboldt Life: <https://www.humboldt-life.de>.
- If the collaborative partners are interested in publishing research results in the fields of chemistry, physics, mathematics or informatics through the *German National Library of Science and Technology (TIB)* – Leibniz Information Centre for Science and Technology and University Library (<https://www.tib.eu/en/>), they may contact the TIB directly:

Postal address

for letters:

German National Library of Science
and Technology (TIB)

Postfach 6080
30060 Hannover

for parcels:

German National Library of Science
and Technology (TIB)

Welfengarten 1B
30167 Hannover

E-mail: information@tib.eu

Any further questions may be directed to Dr.-Ing Elzbieta Gabrys-Deutscher – elzbieta.gabrys@tib.eu.

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 all other, in particular all 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 downloaded from the password-protected section via the log-in mask of the service portal “My Humboldt” in an electronic file format that conforms to the specific requirements for print:
<https://www.humboldt-foundation.de/web/my-humboldt.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 any research results achieved in the framework of sponsorship be utilised. Commercially-utilisable results should be adequately protected (particularly by patents and utility models) and exploited:

- Research results potentially eligible for commercial exploitation should 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.) should 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 “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 30th of each year, a brief joint report on work carried out and results achieved in the preceding calendar year is to be submitted by the collaborative partners in Germany and abroad, 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 abroad 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 peer reviewers. The Alexander von Humboldt Foundation reserves the right to evaluate and publish these reports. As far as these reports contain information deserving special protection, e.g. relevant to patent law, this must be particularly indicated. In this respect, the Alexander von Humboldt Foundation would come to an agreement with the collaborative partners prior to a possible publication.

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 authorised to represent 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 (final) report on the use of funds has been submitted, the home institution must retain the receipts for the period stated in its regulations, for at least six years.

Any funds from the funding amount that remain unused after completion of the final accounts must be returned immediately to the Alexander von Humboldt Foundation, regardless of the deadline for submission of the final report on work carried out and the numerical report on the use of funds.

The Alexander von Humboldt Foundation, the Federal Ministry of Education and Research, as well as the Federal Audit Office or auditors authorised by them are 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 obligated to comply with the rules of good scientific practice and the relevant laws that apply at the respective research location and to the Alexander von Humboldt Foundation. Besides personal integrity it is further assumed that the collaborative partner in Germany has observed the applicable regulations and laws also in the previous research he or she has conducted.

When accepting sponsorship, the collaborative partner in Germany obligates himself/herself:

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. when carrying out the research work funded to comply in Germany *in particular* with:
 - the rules of good scientific practice (cf. enclosure 3);
 - when planning and carrying out experiments on human subjects
 - a. the World Medical Association Declaration of Helsinki – Ethical Principles for Medical Research Involving Human Subjects in the revised version of October 2013:
<https://www.wma.net/policies-post/wma-declaration-of-helsinki-ethical-principles-for-medical-research-involving-human-subjects/>
 - b. the German Embryo Protection Act (Gesetz zum Schutz von Embryonen, ESchG), as amended:
<https://www.gesetze-im-internet.de/eschg/>;
 - c. the German Act Ensuring Protection of Embryos in Connection with the Importation and Use of Human Embryonic Stem Cells (Gesetz zur Sicherstellung des Embryonenschutzes im Zusammenhang mit Einfuhr und Verwendung menschlicher embryonaler Stammzellen, StZG), as amended:
<https://www.gesetze-im-internet.de/stzg/>;
 - when planning and carrying out experiments on animals, the regulations of the German Animal Welfare Act (Tierschutzgesetz, TierSchG) and the relevant implementing rules, as amended:
<https://www.gesetze-im-internet.de/tierschg/BJNR012770972.html>;
 - when planning and carrying out genetic engineering experiments, the regulations of the German Genetic Engineering Act (Gesetz zur Regelung der Gentechnik, GenTG) and the relevant implementing rules, as amended:
<https://www.gesetze-im-internet.de/gentg/>;

- when planning and carrying out experiments relating to matters of biological diversity as covered by the Nagoya Protocol (<https://www.cbd.int/abs/doc/protocol/nagoya-protocol-en.pdf>):
 - a. Regulation (EU) No 511/2014 on Compliance Measures for Users from the Nagoya Protocol on Access to Genetic Resources and the Fair and Equitable Sharing of Benefits Arising from their Utilization in the Union: <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32014R0511&from=EN>
 - b. Implementing Regulation (EU) 2015/1866 laying down detailed rules for the implementation of Regulation (EU) No 511/2014 as regards the register of collections, monitoring user compliance and best practices: <http://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32015R1866&from=en>
 - c. the German Act Implementing the Obligations under the Nagoya Protocol, Implementing Regulation (EU) No. 511/2014 and Amending the Patent Act and the Environmental Audit Act (Gesetz zur Umsetzung der Verpflichtungen nach dem Nagoya-Protokoll, zur Durchführung der Verordnung (EU) Nr. 511/2014 und zur Änderung des Patentgesetzes sowie zur Änderung des Umweltauditgesetzes), as amended: [https://www.bgbl.de/xaver/bgbl/start.xav#_bgbl_%2F%2F*%5B%40attr_id%3D%27bgbl115s2092.pdf%27%5D_1499840676301](https://www.bgbl.de/xaver/bgbl/start.xav#_bgbl_%2F%2F*%5B%40attr_id%3D%27bgbl115s2092.pdf%27%5D_1499840676301;);
- 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 of the respective implementing rules: https://www.gesetze-im-internet.de/awg_2013/index.html and https://www.gesetze-im-internet.de/awv_2013/index.html;
- 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 abroad 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 Alexander von Humboldt Foundation 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: April 2019

Research Group Linkage 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 abroad. 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, for at least six years.

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.

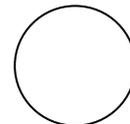
e) Agreement on the right to audit (cf. Regulations on the Use of Funds, VIII.):

The Alexander von Humboldt Foundation, the Federal Ministry of Education and Research, as well as the Federal Audit Office or auditors authorised by them are 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.

f) Alterations and additions to these agreements require the authorisation of the Alexander von Humboldt Foundation.

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 in
German version

Research Group Linkage Programme

Report on the use of funds
for the period from to
 Interim report Report on the use of funds – Please indicate.

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 period from _____ to _____.

Cash balance at the beginning of the report period 0,00 €
Funds accrued during the report period 0,00 €
Interest accrued during the report period 0,00 €
Total of disposable funding amount during the report period **0,00 €**

Expenses paid from the funding amount:

1. Human resources 0,00 €
2. Material resources 0,00 €

2.1. Research stays at partner institute, including travel 0,00 €
2.2. Specialist conferences, workshops 0,00 €
2.3. Scientific equipment 0,00 €

(only for collaborative partner abroad, max. 20.000 Euro)
Items are included in the inventory of the collaborative partner institution abroad 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 0,00 €
2.5. Consumables/other (please specify) 0,00 €
3. Administrative flat-rate 0,00 €

Total expenditure during the reporting period **0,00 €**

Cash balance at the end of the report period **0,00 €**

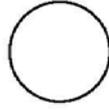
After submitting the report on the use of funds, receipts will be retained by the home institution entrusted with the administration of the funding amount for the period stated in its regulations, for at least six years.

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.

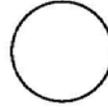
____ Designation and official stamp of the department authorised to represent the home institution entrusted with the administration of the funding amount in personnel and business matters.



____ 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 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 Alexander von Humboldt Foundation 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, using, 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. Responsibility for promoting junior researchers is a top-level management priority.
 - *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 another person 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 Alexander von Humboldt Foundation network.

3. Penalties

In the event of grave violation of the above rules of good scientific practice, in particular scientific or other malpractice, the Alexander von Humboldt Foundation 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 Alexander von Humboldt Foundation sponsorship, for example in the erratum.
- 3.3. Temporary suspension of funding decisions pending the resolution of the issue;
- 3.4. Forfeiture of eligibility for Alexander von Humboldt Foundation 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 Alexander von Humboldt Foundation.

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 Alexander von Humboldt Foundation, 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 (whistleblower protection).
- 4.2. In order to clarify the issue, the Alexander von Humboldt Foundation 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 Alexander von Humboldt Foundation will notify the party concerned, explicitly indicating the Alexander von Humboldt Foundation'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 Alexander von Humboldt Foundation may impose one of the measures listed above in paragraph 3.
- 4.5. If the remonstration submitted by the party concerned fails to convince the Alexander von Humboldt Foundation, and in particular, fails to refute the probable cause plausibly, the Alexander von Humboldt Foundation may impose one of the above-mentioned penalties. Prior to making the decision, the Alexander von Humboldt Foundation 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 as well as applicants for funding, host institutions, alumni, members of selection committees and peer reviewers of the Alexander von Humboldt Foundation.

The regulations take effect on 01.08.2007. Individual sponsorship activities that have been concluded by this date will not be affected by these regulations, but are subject to the general rule that the Alexander von Humboldt Foundation 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 Alexander von Humboldt Foundation.