

Guidelines for the use of Leibniz Competition funds

1. General principles.....	2
a) Background.....	2
b) Scope.....	2
c) Responsibility.....	2
2. Project implementation and application of funds.....	3
a) Basic principles.....	3
b) Project start and project term.....	3
c) Direct project costs.....	4
d) Programme allowance.....	4
e) Drawing down funds.....	4
f) Employment of funds.....	4
3. Principles of financial management.....	4
a) Management of project funds.....	4
b) Employment contracts.....	5
c) Personnel - Collective bargaining law, compatibility measures and staffing standards ...	5
d) No double funding.....	5
e) Subsequent reductions in costs or changes to financing.....	5
f) Earmarking.....	5
g) Transferring funds to others.....	6
h) Awarding contracts.....	6
i) Cooperation with industry or international partners.....	6
j) Travel expenses.....	6
4. Notification obligations.....	6
5. Rights of inspection.....	7
6. Reports and supporting documents.....	7
a) Annual financial statement.....	7

b) Interim report.....	7
c) Final report	7
7. Cancellation, claim for reimbursement, damages	8
8. Observing good scientific practice.....	8
9. Publication and dissemination of information and results	8
a) Publication of research findings.....	8
b) Communication.....	9
c) Exploitation – knowledge and technology transfer	9
10. Subject to alteration	9
11. Place of jurisdiction and applicable law	9

1. General principles

a) Background

Through its various Leibniz Competition programmes, the Leibniz Association supports the achievement of its strategic goals within the Joint Initiative for Research and Innovation. The Executive Board or Senate of the Leibniz Association decides which projects will receive funding. The Senate’s decisions are based on recommendations by the Senate Competition Committee (SAW) or the Senate Strategic Committee (SAS).

b) Scope

The following conditions form part of the Leibniz Competition project funding agreement between the Leibniz Association and the funding recipient. They apply to all grants, provided no special conditions have been stipulated in the call for applications or in the funding agreement.

c) Responsibility

The institute is responsible for carrying out the project and undertakes to make the funds available for this without delay. The institute shall use the funds for the purpose of the approved project in line with the agreement, these guidelines and the budgetary rules that apply to the Leibniz institute, and shall report the application of funds in its accounts and annual financial statement. Random checks of supporting documents will take place as part of the annual audit by external auditors.

2. Project implementation and application of funds

a) Basic principles

Please note that the approved funds from the Leibniz Competition procedures are to be treated and accounted for by the Leibniz institutes as third-party funds, in line with the understanding of the Joint Science Conference (GWK) of 27 October 2009.

b) Project start and project term

The project begins on the date specified in the agreement or at the latest on the date of the first funds drawdown. In the case of the Leibniz Programme for Women Professors, the project starts when the professor assumes office¹.

If the first funds are not called within 6 months of the agreement being signed, the Leibniz Association is entitled to cancel the agreement. In the case of the Leibniz Programme for Women Professors, this period starts with the date on which the professor assumes office. The professor must assume office within 18 months of the agreement entering into force, otherwise the Leibniz Association is again entitled to cancel the agreement. If the Leibniz Association wishes to avail itself of this right to cancel the agreement, it must inform the institute of the fact in writing, giving a month's notice. The right to cancel the agreement under point 7 of these guidelines remains unaffected.

The project term is as set out in the agreement. The funds must be claimed and spent within the project term.

If the project is not completed within the agreed term, the Leibniz Association may, on request, agree to a cost-neutral extension of the project. The request must be justified. In the event that an individual responsible for carrying out the project goes on parental leave, or takes time off to care for dependants a cost-neutral extension of the project of up to 24 months is possible; in all other cases, the maximum extension is 12 months.

In these cases, the project term ends on the date specified in writing by the Leibniz Association.

Requests for cost-neutral extensions must be submitted in writing to Leibniz Headquarters no later than three months before the end of the project term.

If the extension of the project incurs additional costs that go beyond the funding amount stipulated in the agreement, these costs must be borne by the institute itself.

Follow-on costs that are incurred e.g. by continuing with part or all of the project beyond the agreed project term are to be borne by the institutes themselves.

¹ In the case of a temporary appointment, the Leibniz Institute and the respective university undertake to continue funding the position after the Leibniz funding has expired as part of a joint appointment, i.e. to transfer it to at least a permanent W2 professorship if the interim evaluation by the Leibniz Institute and university has a positive result after 3 years. A corresponding declaration of commitment from the Leibniz Institute and the university will be submitted to the office at the latest at the start of the project.

c) Direct project costs

Direct project costs are all personnel and material costs, including investments that serve as collateral for the direct costs.

The funds for direct project costs are approved on the basis of a structured financial plan. They are intended to support a project and may be used for any purpose that directly serves the implementation of the proposal.

d) Programme allowance

The programme allowance in the context of the Leibniz Competition is a fixed allowance to cover the indirect project costs associated with the grant, and can be applied for in addition to the direct project costs.

The programme allowance amounts to up to 20% of the chargeable and recognised direct project costs. If the direct project costs decrease, the programme allowance applied for/approved will be reduced by the same proportion. The Leibniz institute decides on the use of the programme allowance. There is no requirement to keep detailed accounts or to provide evidence of the application of funds. The programme allowance is paid out *pro rata* with each drawdown of funds.

e) Drawing down funds

Funds must be drawn down within the duration of the project. The planned drawdowns are to be documented in a financial plan and a drawdown plan in the Leibniz Association's electronic application system. The funds should only be called for if they are to be put to appropriate use shortly after being paid out. In addition, the Leibniz institute shall inform the Leibniz Association by mid-October in a final and binding notification of the drawdowns still planned for that year, so that the Leibniz Association can request the correct competition levy.

f) Employment of funds

The approved financial plan is binding in terms of the total approved amount. If it emerges during the project term that individual entries need to be adjusted, this is possible. Amounts can, as a rule, be transferred between the individual cost categories (HR, material costs and investments), provided that the changes serve the approved project. Leibniz Headquarters must be informed if transfers between cost categories exceed 20%. Individual cases are agreed with the chair of the SAW or SAS. If a planned investment ceases to be necessary, or an unbudgeted investment becomes necessary that amounts to more than €50,000, the agreement of the SAW or SAS must be obtained by submitting a request to Leibniz Headquarters. Such investments can only be covered by transfers from other cost categories in justified exceptional cases.

3. Principles of financial management

a) Management of project funds

Project funds are to be used economically and efficiently. Unless otherwise specified in the funding agreement for the project, project funds are not tied to a particular budget year.

b) Employment contracts

Contract terms

Contract terms should correspond to the duration of the project. When determining the contract terms for academic staff in their qualification phase, the qualification objective of the employee should be taken into account appropriately.

Form

It must be possible to clearly allocate all granted personnel funds granted to the corresponding project. This can be done by including the project number of the specific funded project or another clear assignment to the funding (e.g. an individual project account) in the employment contract and specifying the type of activity. The clear allocation can also be verified by promptly posting the personnel expenses to the project account, whereby the posting should be made within one month of the voucher date if possible, but no later than three months.

c) Personnel - Collective bargaining law, compatibility measures and staffing standards

The collective bargaining law applicable to employees of the institute must be applied when hiring staff for the approved projects. Targeted measures to improve the reconciliation of family and work² can be accounted for; there must be no direct flow of funds to the researchers (ban on preferential treatment).

Joint appointments to professorships must follow the Standards for Appointments to Academic Management Positions within the Leibniz Association. Existing cooperation agreements can be referenced.

In the opinion of the Leibniz Association, heads of research groups in the Leibniz Junior Research Groups program meet the requirements for classification in pay group 15 TVöD/TV-L or W1. The decision on grouping is the responsibility of the research institution on a case-by-case basis, but the minimum grouping for LJRG leaders is 14-5 TVöD/TV-L.

d) No double funding

In order to rule out double funding, Leibniz Headquarters must be informed immediately if a project in the same or similar form is approved by another funding organisation (DFG, BMBF, EU etc.) or as a specific extraordinary item of expenditure.

e) Subsequent reductions in costs or changes to financing

If the total costs estimated in the financial plan for the purpose of the project reduce during the project term, or if other funds emerge to cover them, the funding amount will be reduced accordingly.

f) Earmarking

The funds may only be used for the project and in the amount and for the purpose specified in the relevant approval.

² More information is available in the [Guide for Applicants \(under 7.\)](#) and in the [FAQ](#)

Equipment purchased or built to achieve the purpose of the grant is to be used for the purposes of the project and inventoried where necessary. The Leibniz institute is responsible for installation and operation and must put in place the appropriate conditions.

Once the project has ended, the equipment purchased or built may be used by the Leibniz institute for its own purposes as defined in its statutes. Residual value payments do not apply.

g) Transferring funds to others

It is possible to transfer project funds to others, provided this is allowed for in the funding agreement, and provided the transfer in the context of a scientific partnership was already part of the application and has been approved accordingly. The institute must ensure that these guidelines are applied.

h) Awarding contracts

It is possible to award contracts to third parties. Public procurement law and European state aid rules must be complied with. The institute must ensure that the results can be used freely within the project.

i) Cooperation with industry or international partners

The institute is expected to sign a written cooperation agreement when collaborating with business enterprises. There is no provision for transferring funds in this case. The cooperation agreement must be submitted to the Leibniz Association with the application and will be considered accordingly.

In international collaborations, the international partners must generally cover their own costs. Exceptions will be decided on by the SAW or SAS on an individual basis.

j) Travel expenses³

Travel expenses may be included in the accounts, provided the trip was essential for carrying out the project. Travel expenses can also be included if the trip serves to present the research findings to the scientific community for discussion.

The relevant travel expenses law for the Leibniz institute in question shall apply.

4. Notification obligations

The Leibniz Association must be notified in writing and in good time of all substantial changes, especially if:

- significant circumstances change,
- other funds are applied for or received from third parties,
- the grant purpose cannot be achieved or not within the time frame,
- items to be inventoried can no longer be used in line with the purpose of the grant, or are no longer needed,

³ The Leibniz Association would like to contribute to climate neutrality and resource conservation. It therefore makes it possible to settle compensation costs in the context of travel expenses incurred in projects funded via the Leibniz competition procedures.

- insolvency proceedings are filed for or opened in respect of the assets.

5. Rights of inspection

The Leibniz Association, the federal and *Länder* governments, the federal audit office (*Bundesrechnungshof*) and the relevant state audit office (*Landesrechnungshof*) are entitled to check how the funds are being used, e.g. by requesting or inspecting the books, receipts and other records, or by conducting an on-site investigation, or to arrange for representatives to do this on their behalf. The Leibniz institute in question must hold the necessary documents in readiness and provide the necessary information. In the event of funds being transferred to third parties, the Leibniz institute must ensure through an appropriate agreement that the third party can also be inspected. The documents must be retained for at least 5 years after presentation of the financial statement, provided other regulations do not specify a longer retention period.

6. Reports and supporting documents

a) Annual financial statement

The Leibniz institute is responsible for informing the Leibniz Association of the funds used during the past calendar year in the form of an annual statement submitted via the electronic application system, with supporting documents. The statement consists of a financial statement and an explanation of the key items. It must be submitted no later than 15 February of the following year.

The Leibniz institute making the application must sign a legally binding statement confirming that the funds have been used appropriately and that the financial statements are accurate.

b) Interim report

At the same time as the second annual financial statement, the institute must submit an interim report to the Leibniz Association via the electronic application system. Funding recipients in the Leibniz Programme for Women Professors shall inform Leibniz Headquarters of the justified joint decision taken with the university concerning whether to make the professorship permanent no later than a year before the end of the funding phase. The report is presented to the SAW or SAS, which makes recommendations for the project, where relevant.

c) Final report

No later than six months after the end of the approved project (end of project term), the Leibniz institute shall submit a final report on the project to Leibniz Headquarters via the electronic application system. The report must include a status report by the Leibniz institute on the successes and goals achieved, and a final financial statement on the allocation of funds. The final report is published on the Leibniz association's website.

The Leibniz Association has the right at any time to request necessary receipts, documents, acknowledgements, etc. for inspection.

7. Cancellation, claim for reimbursement, damages

The Leibniz Association reserves the right to cancel the funding agreement for cause, either fully or in part, particularly if

- the Leibniz Association is not provided with the necessary budgetary resources⁴;
- the funds were approved on the basis of incorrect or incomplete information;
- the funds have not been used appropriately or are no longer being used appropriately;
- a condition subsequent has occurred, such as a subsequent reduction in costs;
- accounts of the disbursed funds are late, irregular or incomplete;
- key contractual obligations have not been fulfilled;
- the notification obligations have not been fulfilled.

The Leibniz Association reserves the right to charge interest on reimbursement claims at up to five (5) percentage points above the base rate, especially if the Leibniz institute is responsible for the reasons for cancellation.

The Leibniz institute is liable for damage caused to the Leibniz Association by a failure to respect the terms of the funding agreement and the guidelines for the use of funds, and is responsible for complying with legal and other regulations when carrying out the project.

8. Observing good scientific practice

The Leibniz institute undertakes to advise its employees with regard to observing the rules of good scientific practice. The [Guidelines for Good Scientific Practice in the Leibniz Association](#) adopted by the General Assembly of the Leibniz Association shall be taken as a basis.

9. Publication and dissemination of information and results

a) Publication of research findings

The Leibniz Association desires to maximise awareness of the research results financed with its funds. It therefore expects that research results financed with its funds are made public and, where possible, published online and made available free of charge (Open Access). The [Open Access Policy of the Leibniz Association](#) adopted by the General Assembly provides the general framework for this. Two per cent of the project funds must be budgeted and used for open access publication costs. If the project is carried out as planned, they should be used for open access publications in line with the publication concept described in the application.

The Leibniz Association expects that the publications will contain a reference to the fact that the project was made possible with Leibniz Competition funds. In this context, please state the project number and the funding programme.

If the project systematically generates data, the data should be secured for the long term, as equally valuable research results, and made available for reuse, where possible.⁵ The measures

⁴ the WGL resolutions also state the following commitment regarding funding: "the Federal Government and the Länder shall ensure that, in the event of the modification or cancellation of this procedure, the necessary financial resources are made available to the institutions so that projects begun on the basis of Senate approvals can be completed".

⁵ The [Guidelines on the Handling of Research Data within the Leibniz Association](#) provide the framework for this.

to secure the data and make them available are to be presented in the final status report, along with any obstacles.

b) Communication

When publishing and disseminating information, the funding provided by the Leibniz Association must be acknowledged. The logo to be used for this is available via [this link](#). A uniform presentation must be used.

c) Exploitation – knowledge and technology transfer

The Leibniz Association desires to harness the research results financed with its funds for science, industry and society. For this reason, an appropriate exploitation of the research results should be pursued.

Through its Transfer department, The Leibniz Association supports the Leibniz institutes and their researchers in matters concerning knowledge and technology transfer, particularly spin-offs.

10. Subject to alteration

The Leibniz Association reserves the right to adapt these guidelines, provided the alterations are reasonable for the Leibniz institutes. The Leibniz Association will inform the Leibniz institutes of changes six (6) weeks before they become effective.

If the Leibniz institute does not wish to comply with the new project conditions, it is possible to terminate the agreement and wind up the project.

11. Place of jurisdiction and applicable law

The place of jurisdiction is Berlin. These guidelines are governed exclusively by German law.
