

AGREEMENT between the International Human Frontier Science Program Organization (HFSPO), and HFSP awardees and their Research Institutions

HFSP Research Grants (for awards to be offered in 2021)

Name of Principal Investigator: Name of Co-Investigators:	HFSP Ref.	/

This document sets out HFSPO's Conditions of Award. In signing this Agreement for funding with HFSPO, awardees and their institutions agree to accept these Conditions.

Acknowledgment and acceptance of these Conditions.

This form must be emailed to grant@hfsp.org

The grantees listed above and their Institutions represented by the Responsible Institution Officials

- accept the provisions of this Agreement (Conditions of Award) including its annexes and all the documents to which it refers,
- declare that the institution will ensure that funds are used in accordance with this Agreement.
- acknowledge that any person employed using the funds of this Research Grant remain the employees of the institution and are not employees of HFSPO.
- Agree that a maximum of 10% of the direct costs of the award, at each research institution, may be used for indirect costs.
- will inform HFSPO of any legal obligations that HFSPO has as the provider of the Research Grant in the legal jurisdiction of the institution.

¹ The International Human Frontier Science Program Organization (HFSPO) is an Association registered in Grand-Est, France, and is located at 12 quai Saint-Jean, 67000 Strasbourg, France

Introduction

HFSPO is a unique collaboration between leading countries to promote and fund basic research focused on the elucidation of the sophisticated and complex mechanisms of living organisms for the benefit of all humankind, through international cooperation. It does so by implementing the Human Frontier Science Program (HFSP, "The Program"). The Program includes HFSP Research Grants to support scientists working at the frontiers of scientific knowledge. Over three decades, HFSP Awardees have gone on to win 28 Nobel Prizes and many other forms of peer esteem.

Definitions

HFSP Awardees are Principal Investigators and Co-investigators awarded an HFSP Research Grant – Program, or Research Grant – Early Career.

A Research Institution is an institution administering an HFSP award.

Release of HFSPO funds

HFSPO payments may begin in the month indicated on the Budget proposal form but only after a signed copy of this document and the budget form have been received and approved by HFSPO. HFSPO will make all payments to the account nominated by the research institutions.

HFSPO funds may only be used in accord with the conditions set out in this document.

Contacts and queries: HFSPO encourages awardees and institutions to seek early clarification of any matter.

- Questions regarding the Research Grant award grant@hfsp.org
- Financial and other administration questions finances@hfsp.org

This Agreement has two Sections:

SECTION A below sets out general conditions that apply to all HFSP awards.

SECTION B sets out the conditions that apply specifically to all HFSP Research Grants.

SECTION A: GENERAL CONDITIONS

Open Access

HFSPO expects that scientists receiving financial support from the Human Frontier Science Program to disseminate their findings in international, high-quality peer review journals and that publications arising from HFSPO-funded projects are made freely available as soon as possible after publication and licensed in ways which allow others to build upon and re-use this content. Therefore, HFSPO-funded scientists are encouraged to maximize the dissemination of their research output by opting to publish their research articles using the Creative Commons Attribution license CC-BY1 to guarantee unrestricted open access as early as possible after acceptance of a manuscript.

This applies to all peer-reviewed research articles including invited review articles that are published in journals or proceedings volumes and that acknowledge financial support from HFSPO. Awardees can claim open access fees for publications arising from HFSPO-funded projects as an eligible expense of the award.

Awardees are free to choose to make the article open-access by 1) publishing in an open-access journal, 2) posting the article or a pre-print to an online repository, or 3) paying an open access fee to a hybrid journal.

Publications

Results of research funded by HFSPO must be published in internationally recognized scientific journals and/or as pre-print manuscripts in dedicated online repositories.

An acknowledgement of support by the International Human Frontier Science Program Organization must be included in any publication or abstracts presented at conferences resulting from work supported by HFSPO, including the HFSP award reference number.

Awardees are required to share their results in the broadest possible way by following the principles of the HFSP Open Access Statement.

Selected publications arising from HFSPO-supported work may be posted on our web page (https://www.hfsp.org/hfsp-news-events?type=article). Institutions are requested to send to HFSPO (communications@hfsp.org) any press releases regarding HFSP-related awards.

Intellectual Property

HFSPO will not assert any claim to intellectual and industrial property rights that may be generated through the research it sponsors. The assignment of any such rights (and any income arising from them) is to be determined by the procedures and regulations which apply in the laboratory/institution in which the research is conducted. HFSPO will not become involved in any dispute which may arise about the ownership of such rights.

When a collaborative program is conducted between laboratories in different countries, agreement on the ownership of such rights, or on the distribution of income derived from them, will be negotiated between the collaborating laboratories/institutions. HFSPO will not claim any intellectual or commercial property rights that may be generated through the research that it sponsors, nor will it become involved in any disputes which may arise about the ownership of such rights.

Responsibilities regarding research misconduct

- 1. The International Human Frontier Science Program Organization (HFSPO) is dedicated to the highest international standards of good scientific practice in applications, scientific reviews and in the conduct of awards. It expects awardees to adhere to high ethical standards and conduct themselves responsibly in all aspects of their research.
- 2. HFSPO requires researchers and institutions to be aware of and adhere to the laws and standards in the jurisdictions in which they conduct research. As well as policies on research misconduct, there may be laws and national or local guidelines and regulations regarding human and animal experimentation, regenerative medicine, genetics and genomic research, publications, laboratory hazards and others matters relevant to the conduct of HFSPO-funded research. Institutions must ensure that HFSPO-funded researchers are made aware of these.
- 3. The awardee also must not undertake any research for this project jointly with scientists in another country where experimental procedures which are forbidden in his/her own laboratories/institutions are permissible in the collaborating laboratories/institutions.
- 4. By signing this Agreement, both the "HFSPO-funded researcher" and the "Institution" acknowledge that they are aware of the HFSPO policy and of the process whereby HFSPO will handle any complaints about the conduct of any research funded by HFSPO (https://www.hfsp.org/funding/hfspo-policies/hfspo-policy-research-misconduct-and-responsible-conduct-research)
- 5. HFSPO-funded researchers must inform HFSPO if allegations or findings of research misconduct are made against them in regard to HFSPO-funded research.

- 6. HFSPO requires Institutions to carry out investigations of research misconduct involving HFSPO-funded researchers in accordance with national policies or guidelines within HFSPO Member countries. (A list of these is provided at https://www.hfsp.org/node/6796). For research performed in non-HFSPO Member countries and where national or institutional policies do not exist, HFSPO will refer to the OECD publication "Best Practices for Ensuring Scientific Integrity and Preventing Misconduct" (http://www.oecd.org/science/inno/40188303.pdf).
- 7. HFSPO will follow the procedures set out in the policy referred to above when it receives an allegation of research misconduct. HFSPO will inform the Institution and the HFSPO-funded researcher of any proposed action. The Board of Trustees reserves the right to terminate the award and to recover the funding from the Institution in accord with HFSPO policy.

The HFSPO Director of Science Policy and Communications is responsible for receiving complaints (researchmisconduct@hfsp.org).

Liability for damage

Awardees and host institutions acknowledge that HFSPO will not assume any liability for accidents or damage caused by the awardee, or injuries occurring to the awardee in relation to the research conducted during the HFSP award. Also, HFSPO will assume no liability for the consequences of any breach of contract between the awardee and the host institution.

Use of private data of HFSP

HFSPO is committed to safeguarding personal information in accordance with Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

HFSPO publishes information about its awardees, such as awardee name, institutional affiliation, title of the research project, and research achievements on its public website and in the HFSPO Annual Report. The legal basis for disseminating this information is our statutory mandate to act as a funding organization for international research collaboration.

The <u>HFSPO Privacy Policy</u> explains how, and on what legal basis, we collect, store, and use personal information.

In addition to the data collected during the application process, HFSPO collects the following information: the banking information of the research institution; financial reports detailing the spending of HFSPO funds; annual reporting relating to scientific achievements.

All this information is collected for the sole purpose of award management and will not be shared with other individuals or organizations.

Evaluation

From time to time, HFSPO evaluates the Program and its schemes. The awardee and the institution agree to cooperate with the HFSPO in such evaluations, even after termination of the award.

Record Retention and Verification:

The Institution agrees to maintain accurate and complete records for this award, for at least two years after the termination or end date. HFSPO or its statutory auditors may request supporting documentation for the verification of expenditures incurred under this award.

Suspension of payments/ termination of award

HFSPO reserves the right to withhold funds if it becomes aware of violations of laws, regulations and/or provisions of this agreement, and to terminate awards and to recover funds in whole or in part if violations are eventually proven.

Disputes

In the event of disputes between institutions and HFSPO, the parties shall attempt in good faith to settle any dispute in connection with this Agreement amicably, through mutual discussions. The parties will inform each other of a dispute in writing. Institutions should note that HFSPO operates under the laws of France and the legal jurisdiction of the courts of Strasbourg where its headquarters are located.

SECTION B: Research Grant CONDITIONS OF AWARD

General

The conditions of award described below must be fulfilled throughout the duration of this Agreement.

The term of HFSP Research Grants is normally 3 years.

The Principal Investigator of each international collaborative research team is the primary HFSPO correspondent.

Awardees in for-profit institutions may not receive funds.

Payment of Grants / Annual Reports

HFSP Research Grants are paid in yearly instalments with separate payments directly to each investigator's institutional account following receipt of the signed Agreement, the RG107 bank instructions and the Budget proposal form (RG103) indicating the split of the funding between the investigators and the starting date for the Grant. The Principal Investigator is responsible for providing the RG103 form each year, a copy will be sent to all Co-Investigators and their institutions.

Payment of the award by HFSPO is conditional upon receiving the appropriate forms from all team members.

HFSPO sets Research Grant budget amounts in US dollars. While payments may be requested in another currency, the amount in that currency will be determined by the exchange rate against the US dollar at the time of each transfer (and thus may vary for each annual payment). HFSPO also reserves the right to electronically transfer funds in local currency.

Year 1

Starting date

The research team must decide on a starting date for the grant and inform HFSPO. This date should be at the latest, the 1 December in the calendar year in which the award is made.

All forms (Agreement, RG103 and RG107) must be completed as soon as possible, and at least one month before the starting date but on 1st October 1, 2021, at the latest for teams starting in December.

This designated starting date cannot be changed after the start of the award and it applies to the entire team of investigators. It marks the beginning of the annual reporting period of the grant for the three successive years.

Annual budget proposal

Each year, the investigators must decide on the distribution of the funds awarded, and the Principal

Investigator must return an Annual Budget Proposal to HFSPO before the beginning of the next period.

Year 2

Payment of the second year is conditional upon receiving, before the end of the first year,

- a Scientific Report (form RG101) on the work of the whole team during the first year,
- an Annual Budget Proposal (form RG103) for the second year, and
- the PI's Declaration of Use of HFSPO Funds (form RG106).

Year 3

Payment of the third year is conditional upon receiving, before the end of the second year,

- a Scientific Report (form RG102) on the work of the whole team during the second year,
- an Annual Budget Proposal (form RG103) for the third year, and
- the PI's Declaration of Use of HFSPO Funds (form RG106).

End of Year 3

A Final Report on Expenditures (forms RG109 and RG110) must be provided for the whole grant period. Within two months following the end of the third year - or two months after the new termination date if a no-cost extension has been requested. At the same time, a Final Scientific Report (forms RG111 and RG112) must be submitted to HFSPO by Principal Investigator on behalf of the whole team. Financial receipts should be kept by the institution for two years after completion of the grant and made available to HFSPO on request.

Use of Grant Funds

HFSP grants are for individual scientists in an international collaborative research team. As a consequence, equipment purchased through the support of an HFSP Research Grant should follow the grantee if he/she moves from his/her institution.

If a grantee changes institution during the period of the grant, he/she must inform the HFSP Grant Office, then provide their new affiliation, the Principal Investigator 'support for the move (an HFSP model letter can be provided upon request) as well as the agreement and bank instruction forms from the new institution.

The original institution should provide a financial statement within two months following the move and then arrange for the transfer of residual HFSPO funds to the new institution.

Permissible Expenditures

- Purchase of equipment must be essential for the new collaboration which is proposed.
 Purchase of equipment to supplement current domestic programs is not allowable.
 Participating laboratories should already be equipped to pursue their current research. If the equipment is to be rented, the fee should be classified in 'Services'.
- Costs of reagents, animals, disposables. Computer software necessary for the scientific collaboration is permissible; general office software and supplies may be included in the indirect costs (within the 10% maximum limit).
- **Services** such as consulting services and computer services specific to the project may be included.

Salaries

Salary support or other direct remuneration cannot be allocated for the Principal Investigator or Co-Investigators.

Salaries of the participation of any additional personnel must be essential for the new collaborative HFSP research.

Salaries are allowable for research assistants (post-doctoral scientists, graduate students, technicians)

but not for administrative staff or laboratory managers. The salaries shall be in accordance with the salary scales of the institutions concerned. These awards are intended to support research by trained personnel. They are not training programs and therefore student tuition fees are not a permissible expense.

Communication Expenses

Publication (costs of publication of research results including open access fees see link <u>HFSP Open-Access-Statement</u>) are permitted.

Meeting, travel and related expenses

The award may be used for the following:

- For individual team members and their laboratory personnel to visit other team members, domestic and/or foreign travel, per diem allowances for up to three months each year. This may also include joint meetings of team members and their laboratory personnel. Scientific advisors, exterior to the project, may also be invited to such meetings.
- Scientific meetings or external training courses related to the HFSPO project (may include registration fees for scientific conferences).

Awardees are encouraged to attend one or more meetings of HFSP Awardees Meeting organized by HFSPO. All team members are expected to attend an HFSP Awardees Meeting in the third year of the award or during the no-cost extension (see below). Awardees must cover travel and accommodation expenses for this out of the grant award. This applies even in cases where the hotel prices which have been negotiated by HFSPO exceed the host institutions' standards.

Indirect costs (institutional overheads)

A maximum of 10% of the direct costs of the award, at each research institution, may be used for indirect costs. These must be taken from the funds awarded; no further funds will be provided by HFSPO for indirect costs (overheads).

Excluded Expenditures

The funds provided by HFSPO are to be used specifically to support the new international collaborative program described in the application resulting in the award of the HFSP Research Grant and referenced in this Agreement as well as in the accompanying Letter of Offer from HFSPO. They are not intended to replace or supplement current domestic programs, nor to provide basic institutional infrastructure (such as heating, lighting, fluids, cleaning, building maintenance, security, technical infrastructure, laboratory furniture,) though these may be charged within the 10% indirect costs, see below, without details).

The Principal Investigator or Co-Investigators may not receive personal remuneration from an HFSP grant either in the form of a salary (even in part) or consultation fees.

Positions belonging to the laboratory infrastructure, such as administrative staff or laboratory managers, may not be paid using HFSPO funds.

No-cost extension of the award

At the end of the grant, a no-cost-extension may be requested for 6 months and normally up to a maximum of one year after the official termination date, to use up any remaining funds. A justification, in writing, must be sent by the Principal Investigator before the official termination date. If a team member anticipates problems in using remaining funds during the extension, a transfer of funds to another team member may be authorized upon request.

Unspent funds.

Unspent funds remaining after the extension must be returned to HFSPO if they are in excess of a total of US\$10,000 for the whole team. Amounts less than this may be retained. Negative balances of individual team members are not considered for calculation of remaining funds for the whole team, i.e., larger unspent amounts may not be compensated by other members' deficits (overspending). No further funds will be allocated in case of overspending.

HFSPO payment scheduling

HFSPO will provide payments as indicated on the annual budget proposal form, 12 months in advance. The first payment can only be made after HFSPO has received the budget proposal form, bank instructions and a signed copy of this Agreement from each investigator and their institution.

Reporting

Annual reports

Scientific Progress report. The Principal Investigator is responsible for ensuring that the team submits a progress scientific report annually on behalf of all investigators. HFSPO may suspend payments if progress reports are not submitted according to the specified timetable. Similarly, HFSPO reserves the right not to accept new applications from awardees where final progress reports have not been submitted according to the specified timetable.

Financial reports. Institutions must provide HFSPO with a financial account of the award on a 12-monthly basis, in consultation with the awardees.

Final Reports

The Principal Investigator must provide HFSPO with a final scientific progress report within two months of the end of the award.

Host institutions must provide HFSPO with a final financial report.