

# **AFR** **TERMS AND CONDITIONS** FOR PHD AND POSTDOC

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## I. DEFINITIONS

- **APPLICANT:** individual researcher applying for an AFR grant.
- **AFR-RGD:** AFR *Règlement grand-ducal* of 6<sup>th</sup> October 2008 defining the legal modalities for the implementation of the AFR grant.
- **BENEFICIARY:** applicant whose proposal is retained for funding.
- **SUPERVISORY COMMITTEE** (Comité d'encadrement de these (CET)): Members of the supervisory team
- **EXTENSION OF THE AFR GRANT:** a single extension of 12 months for AFR-PhD
- **FNR GRANT MANAGEMENT SYSTEM:** a web services interface for automated submission and further monitoring of completed grant applications and related services (acknowledgement emails, notifications and reminders) accessible via <https://grants.fnr.lu>.
- **GRANT AGREEMENT:** contract signed between the Beneficiary, the Host Institution and the FNR.
- **GUIDELINES FOR APPLICANTS:** specific rules for each call, separate for PhD and Postdoc applicants published online with the other call documents.
- **HOST INSTITUTION:** institution (and research group) where the Beneficiary performs the major part of her/his research work. PhD and Postdocs Grants provided by the FNR are aimed at Host Institutions to employ AFR grantees to conduct their research work. The Host Institution must offer scientific guidance and training as well as office or laboratory space allowing the applicant to properly carry out the described research project.
- **PHD SUPERVISOR:** academic supervisor at the PhD awarding institution (university). She/He must be formally authorized to supervise PhDs at the PhD awarding institution.
- **PHD CO-SUPERVISOR:** only considered in the specific case of a joint PhD project between two universities officially awarding the PhD degree ('co-tutelle').
- **PHD SUPERVISORY COMMITTEE:** committee responsible for advising the supervisor and student on issues relating to the student's research and progress within the PhD program. The PhD Supervisory Committee must formally meet at least once per year and compile a written report on the progress of the PhD project.

- **PROJECT REFERENCE:** ID number provided by the FNR Grant Management System.
- **SCIENTIFIC ADVISOR:** researcher supervising the project in an institution which is not awarding the PhD degree and/or who is not formally authorized to supervise PhDs in the PhD awarding institution.
- **SCIENTIFIC CONTACT:** Scientific advisors or supervisors involved in a project.
- **STIPEND:** Fellowship without employment contract.
- **TERMS AND CONDITIONS:** define an implementation framework of the Law of 19th August 2008 concerning the AFR grants (AFR-Law), as well as the corresponding Règlement grand-ducal of 6th October 2008 (AFR-RGD)<sup>1</sup>.

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<sup>1</sup> The AFR-Law and the AFR-RGD are available in French original together with the application documents.

## II. REGULATORY FRAMEWORK OF THE SCHEME

- 1.1. The AFR scheme supports PhD and postdoctoral research training in Luxembourg and abroad. The AFR scheme is managed by the Fonds National de la Recherche (FNR) based on calls for proposals.
- 1.2. The AFR Terms and Conditions define an implementation framework of the Law of 19<sup>th</sup> August 2008 concerning the AFR grants (AFR-Law), as well as the corresponding *Règlement grand-ducal* of 6<sup>th</sup> October 2008 (AFR-RGD)<sup>2</sup>.
- 1.3. The AFR Terms and Conditions set the responsibilities of the involved parties: the Beneficiaries, their Host Institution, and the FNR. AFR grants are held subject to the stated Terms and Conditions. If any of these are breached by the Beneficiary or the Host Institution, the FNR may suspend or terminate the grant and/or may require reimbursement of some or all payments that have already been made to the Beneficiary or the Host Institution (see section “suspension and termination of the grant”).
- 1.4. The AFR Terms and Conditions form an essential part of any contract between the Beneficiary and the Host Institution.
  - 1.4.1. Following the funding decision, the FNR signs a Grant Agreement, with the Beneficiary and the Host Institution.<sup>3</sup>
  - 1.4.2. In case of any contradictions/discrepancies between an earlier and the new version of the AFR Terms and Conditions, the latter shall prevail.
- 1.5. The FNR defines specific rules for each call (Guidelines for Applicants), including details on the eligibility and selection criteria, separate for PhD and Postdoc applicants and published online with the other call documents.

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<sup>2</sup> The AFR-Law and the AFR-RGD are available in French original together with the application documents.

<sup>3</sup> In case of conflict between the Grant Agreement and the Terms and Conditions, the Grant Agreement shall prevail.

### **III. MODALITIES OF THE AFR GRANT**

#### **2. Funding decision**

- 2.1. Following the communication of the funding decision, a grant agreement for the AFR project is signed between the FNR, the Beneficiary and the Host Institution.
- 2.2. Before the signature of the grant agreement, all administrative and scientific aspects must be clarified.
- 2.3. In the case of an AFR grant based on an employment contract, the FNR requests a copy of the signed employment contract or a work certificate (completed and signed by the Host Institution) to be delivered by the applicant or the Host Institution, in view of the financial and administrative control.
- 2.4. The first payment is issued after the reception of the signed grant agreement and all required documents by the FNR.

#### **3. Start of project funding**

- 3.1. Projects evaluated in the spring call cannot start later than the 1<sup>st</sup> of January of the following year. Latest possible start for projects submitted in the autumn call is the 1<sup>st</sup> of July of the following year. The FNR reserves the right to review its funding decision if the start of the project is delayed beyond these dates.
- 3.2. Retroactive funding of projects is possible up to the first of month of the corresponding submission deadline.

#### **4. Funding Period**

- 4.1. AFR PhD grants are awarded for a period of up to 4 years (3 years, with the possibility of a single extension of up to 12 months). The extension may only be awarded under justified circumstances.
- 4.2. The research grants for postdoctoral researchers are awarded for a period of up to 2 years.

#### **5. Employment contracts and fellowships**

- 5.1. The AFR grants may be allocated either:
  - to the Host Institution of the Beneficiary in order to pay for the employment contract to be concluded between the Beneficiary and the Host Institution or
  - to the Beneficiary directly under the form of a stipend without employment contract.

5.2. Employment contracts shall be the rule. Stipends are only awarded outside Luxembourg and in the following exceptional cases

- the Host Institution abroad has no possibility to offer an employment contract to the Beneficiary or,
- an employment contract would result in a net salary for the Beneficiary below  $\frac{3}{4}$  of the amount received for a stipend<sup>4</sup>.

## 6. Part-time grant

6.1. In case of a part-time grant (minimum 50%), the FNR may extend the maximum AFR funding period according to the pro rata worked part-time.

6.2. The part-time must not be less than 50% of the normal working time and Beneficiaries must comply with the Host Institution's part time policy.

## 7. Public-Private Partnership:

7.1. AFR grants carried out in the framework of a public-private partnership (AFR-PPP) may request a financial supplement (for further details please see section "financial contribution"). In order to be eligible for the AFR-PPP supplement, the following specific requirements must be met at the signature of the grant agreement. Later changes of an AFR project into a PPP will not receive the topping up AFR-PPP.

7.1.1. A Luxembourg-based company has to collaborate in the project as Host Institution or as collaborating institution. The candidate should spend not less than 10% and not more than 75% of the research period in the company. In case the collaborating institution is located abroad, the candidate should spend not less than 25% of the research period in Luxembourg.

7.1.2. The company has to be in the possession of an accreditation ('agrément') by the Ministry of Economic Affairs, certifying its R&D activities in Luxembourg.

7.1.3. The contact person in the company should be a scientific/technological expert who will accompany the project actively over time (see specific section "PPP" in the "AFR guidelines").

7.1.4. A contract specifying the contributions of each partner to the research project, including an agreement on IPR (please consult section "Intellectual Property Rights") as well as a description of the collaboration for the given project and in particular training/career development, needs to be concluded between the public research body and the private company. The IPR agreement must allow the publication of at least the PhD thesis; any restrictions for publication of research results should be imposed only when necessary.

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<sup>4</sup> see Règlement grand-ducal of 6th October 2008

- 7.2. If the above requirements are only partly fulfilled, companies may participate in the project as collaborating institution; the AFR-PPP supplement will however only be paid when all above requirements are fulfilled.

## **8. Presence at Host Institution**

- 8.1. In accordance with the work plan of the initial AFR proposal description, Beneficiaries are expected to maintain an actual presence within their respective departments/research groups during the period of their grants and to reside within a reasonable travelling distance of the institution where the grant is held. However, the FNR recognises that Beneficiaries may benefit from spending part of the term of the grant away from their Host Institutions, subject to the prior approval of their supervisor. In case, the absence from the Host Institution exceeds two months and was not initially foreseen in the work-plan of the AFR proposal, the Beneficiaries are held to inform the FNR prior to the absence.
- 8.2. Beneficiaries will contribute to the general work of their Host Institution. They may be involved in general research and laboratory upkeep, teaching or other duties up to a maximum of 90 hours per year. Only upon prior approval by the FNR, this maximum amount of 90 hours per year may be exceeded, if it is considered to be in the Beneficiary's interest.

## **9. FNR Grant Management System**

- 9.1. FNR Grants are managed through an online system (FNR Grant Management System) accessible via <https://grants.fnr.lu>. From 1st January 2013 onwards, AFR reports have to be submitted electronically by the Beneficiaries using their personal login for the FNR Grant Management System.
- 9.1.1. The FNR Grant Management System provides a web services interface for automated submission and further monitoring of completed grant applications and related services (acknowledgement emails, notifications and reminders).
- 9.1.2. The Beneficiaries shall bear sole responsibility for the management and preservation of the login and password as well as for their contact details.
- 9.1.3. The FNR cannot be held responsible for any consequences arising from the transmission of login details to a third party by the Beneficiary.
- 9.1.4. Any application or document received by the FNR via the FNR Grant Management System under the applicant's login and/or password shall be presumed to have been submitted by the applicant.
- 9.1.5. The FNR cannot be held responsible for any fraudulent use of confidential login data.
- 9.2. Beneficiaries have to ensure that their contact details (email and postal address) are up to date in the FNR Grant Management System.

## **10. AFR management and data handling**

- 10.1. Good practices will be observed in relation to AFR data handling, in particular data management, protection and security.
- 10.2. Applicants have to grant permission to the FNR to share application data for evaluation, internal management, financial control as well as for statistical and information purposes.
- 10.3. In accordance with European directives and with the law of the 2nd of August 2002 (loi relative à la protection des personnes à l'égard du traitement des données à caractère personnel), Beneficiaries have the right to access and modify their personal data collected. Requests for consultation and/or modification shall be addressed sufficiently in advance to the FNR.

## **11. Intellectual Property Right (IPR)**

- 11.1. The FNR does not make any claims on IPR generated in the framework of an AFR project. In projects with a potentially commercial orientation, the possibility of using the IPR through patenting or other should be envisaged.
- 11.2. The publication of the PhD thesis is considered as an important outcome of AFR PhD grants and shall not be restricted by IPR agreements. Although the FNR accepts that in some cases, it might be advisable to keep information confidential, the publication of the PhD thesis shall not be postponed for longer than 2 years.

## **12. Supervision Agreement (AFR-PhD) and Individual Development Plan (AFR-Postdoc)**

- 12.1. For Beneficiaries, the FNR requires the establishment of a supervision agreement at PhD level and the establishment of an Individual Development Plan at postdoc level. Those should be established between the Beneficiaries and all members involved in the Project during the first 6 months after start. For details, refer to the "Guidelines for Applicants".
- 12.2. The Supervision Agreement or the Individual Development Plan are intended to be a tool for communication rather than an enforcement mechanism. They should be reviewed regularly; ideally in conjunction with the annual reporting. The FNR only requests a copy of those documents, if a problem arises in the course of an AFR grant. In that case, the FNR may request a copy which the Beneficiary or the supervisor/ scientific contact will have to provide.



## IV. FINANCIAL SUPPORT

### 13. Type of grants: Employment contracts and Stipends

- 13.1. The AFR contribution to an employment contract can only cover the AFR Beneficiary's salary costs, including the employer's compulsory contributions to funding the social security system and other insurance programs. For a host institution based in Luxembourg, the AFR grant can only be allocated through an employment contract.
- 13.2. Any other costs, including administration costs, registration or institution fees, equipment and consumables, overheads, non-wage compensations, etc. are not eligible to be covered by the AFR contribution. They have to be covered by the Host Institution or the applicant.
- 13.3. The AFR contribution to an employment contract has to be calculated by the Host Institution's personnel department.
- 13.4. In case the Luxembourg salary index changes, the above mentioned amounts will be adapted on the 1st of January of the year following the index change.
- 13.5. Retroactive funding of projects is possible up to the first of month of the corresponding submission deadline.
- 13.6. For Host Institutions paying salaries below the amounts indicated (for example in the case of a fixed public salary scale), the AFR contribution will be adapted accordingly. For Host Institutions paying salaries above the amount indicated, the AFR contribution will not be increased.( see specific section "financial contribution")
- 13.7. For Beneficiaries under an employment contract, the FNR pays annually in advance to the Host Institution a contribution to the salary costs incurred. Prior to the first payment an overview of the salary costs of the 1st year (estimation of gross salary, employees and employers part of social security, other) needs to be submitted to the FNR.
- 13.8. In case the AFR project fulfils the criteria for a public-private partnership, an incentive may be paid if the conditions for an AFR-PPP are met (see section "Public-Private Partnership").

13.9. Only for AFR Stipends: a supplement of up to 300 EUR per month can be paid to cover the premiums for insurances. Eligible insurance costs are basic medical insurance of the Beneficiary for the event of illness, accident and pregnancy, as well as for loss of income in those events. In order to be eligible for the supplement, proof of payment of insurance premiums has to be provided to the FNR.

13.10. The FNR does accept cumulating two grants for living costs of different origins only up to the maximum limit indicated in the *règlement grand-ducal*<sup>5</sup>. Researchers who have been awarded a grant for living costs from another source of funding may apply for an AFR grant. However, in case of approval of the two grants, the full basic grant is paid by the FNR and the topping-up may come from another body that needs to certify awareness and agreement with the AFR grant (see below for maximum amounts).

13.11. AFR amounts are expressed in EUR. In case the EUR is not the currency of the country of the Host Institution, costs shall be reported in Euro using either the conversion rate published by the European Central Bank that would have applied on the date that the actual costs were incurred or its rate applicable on the first day of the month following the end of the reporting period.

#### 14. Financial Contribution for AFR-PhD:

14.1. The maximum AFR PhD contributions to employment contracts are indicated hereafter.

	PhD
Max. AFR contribution (incl. employer's charges)	40.154 €/yr
Max. AFR contribution (incl. employer's charges) in case of a public private partnership	44.030 €/yr

(Salary index as of 1st January 2014)

14.2. A topping up by the employer is possible up to a certain amount corresponding to the below indicated annual gross salaries (= not including employers' charges). If the salary paid by the employer exceeds these amounts, the project is no longer eligible for AFR funding:

	PhD
Max. gross salary eligible for AFR support	56.588 €/yr
Max. gross salary eligible for AFR support, in case of a public-private partnership	61.084 €/yr

(Salary index as of 1st January 2014)

14.3. An ongoing AFR grant will not be rendered non eligible after the start of the project for the sole reason of a variation of the conversion rate.

14.4. In case of cumulating two grants for living costs see point 13.10.

<sup>5</sup> Règlement Grand Ducal A162, 31st Oct. 2008

- 14.5. The AFR PhD contribution as stipend is paid directly to the Beneficiary through quarterly instalments (early January; early April; early July and early October).

	PhD
Max. AFR contribution (stipend)	18.000 €/yr

- 14.6. In case where the AFR PhD stipend is cumulated with one or more other grants for living costs, the cumulative amount of all grants must not exceed the threshold of 25.200 EUR per year. This rule does not apply to the « aide financière pour études supérieures » governed by the Law of 22th June 2000."

- 14.7. In case of cumulating two grants for living costs see point 13.10.

## 15. Financial Contribution for AFR Postdoc:

- 15.1. The maximum AFR-Postdoc contributions to employment contracts are indicated hereafter.

	Postdoc
Max. AFR contribution (incl. employer's charges)	56.975 €/yr
Max. AFR contribution (incl. employer's charges) in case of a public-private partnership	62.169 €/yr

(Salary index as of 1st January 2014)

- 15.2. A topping up by the employer is possible up to a certain amount corresponding to the below indicated annual gross salaries (= not including employers' charges). If the salary paid by the employer exceeds these amounts, the project is no longer eligible for AFR funding:

	Postdoc
Max. gross salary eligible for AFR support	84.882 €/yr
Max. gross salary eligible for AFR support, in case of a public-private partnership	90.540 €/yr

(Salary index as of 1st January 2014)

- 15.3. An ongoing AFR grant will not be rendered non eligible after the start of the project for the sole reason of a variation of the conversion rate.

- 15.4. In case of cumulating two grants for living costs see point 13.10.

- 15.5. The AFR contribution as stipend (without employment contract) is paid directly to the Beneficiary through quarterly instalments (early January; early April; early July and early October).

	Postdoc
Max. AFR contribution (fellowship)	25.200 €/yr

- 15.6. In case where the AFR postdoc stipend is cumulated with one or more other grants for living costs, the cumulative amount of all grants must not exceed the threshold of 36.000 EUR per year.

- 15.7. In case of cumulating two grants for living costs see point 13.10.

## 16. Travel lump sum

The FNR allocates a one-off travel lump sum based on the airline distance between the Beneficiary's residence at the moment of the application and her/his Host Institution, corresponding to the following amounts:

Distance (km)	Fixed-amount contribution (EUR)
< 500	250
500-1000	500
1000-1500	750
1500-2500	1000
2500-5000	1500
> 5000	2000

## 17. Training allowance

- 17.1. A budget of up to 6000 € for PhD projects (no additional money allocated for extension period) and 4000 € for Postdoc projects is available to cover costs related to training activities. These training activities include:

- scientific/non-scientific training,
- scientific conferences
- summer/winter schools
- field work or travel between scientific contacts involved in the project (if travel distance > 100 km)

- 17.2. The Host Institution's rules and procedures have to be respected regarding participation in training activities.

## 18. Taxation

Compliance with relevant taxation legislation is a matter for the Beneficiary.

## 19. Acknowledgement of Financial Support

- 19.1. Financial support from FNR must be acknowledged in all publications and other forms of media communication and must respect the FNR communication guidelines available together with the FNR logo on the Website <http://www.fnr.lu/en/Publications/Logos-and-Communication-Guidelines>. “The FNR expects that all project-related printed and electronic materials (presentations, films, posters, flyers, articles, books and all other form of publications) as well as websites should – as far as possible – include the FNR logo in a prominent and appropriate position and always acknowledge FNR funding, by mentioning: « Supported by the Fonds National de la Recherche, Luxembourg (+ Project Code) »”

## V. ETHICAL ISSUES

### 20. Required authorisations

- 20.1. Beneficiaries and the Host Institution have to ensure that all required authorisations for the project by the competent ethical/data protection committees or any other regulatory bodies have been obtained.
- 20.2. Regarding research integrity, the FNR endorses the following references: The « *Singapore Statement on Research Integrity* » adopted in 2010 following the 2<sup>nd</sup> World Conference on Research Integrity<sup>6</sup>, and « *The European Code of Conduct for Research Integrity* »<sup>7</sup> published by the ESF (*European Science Foundation*) and ALLEA (*All European Academies*).
- 20.3. Any misconduct pertaining ethical issues, such as data protection issues, use of animals, human embryonic stem cells (see “Guidelines for Applicants”) may result in the immediate suspension or termination of the ongoing grant.
- 20.4. Moreover, the FNR may decide upon additional sanctions (e.g. request the reimbursement of the grant) and may take legal actions.

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<sup>6</sup> <http://www.singaporestatement.org/>

<sup>7</sup> <http://www.fnr.lu/en/Calls,-Forms-Guidelines/General-FNR-Guidelines>

## **VI. MONITORING OF ONGOING GRANTS**

### **21. General Principles for AFR Reporting**

- 21.1. It is the responsibility of the Beneficiary to coordinate the reporting process and ensure that the requested documents and updated data in the online system are submitted in time.
- 21.2. The deadlines and required formats defined in the “AFR Guidelines for Reporting” have to be respected. In case of failure to submit the report by the required date or in case of delivery of an incomplete report, the AFR grant is suspended. The applicant and the Host Institution are notified by the FNR and the situation must be rectified within 30 days following the reporting deadline. Failure to do so may result in the termination of the grant and/or a request for the total refund of the AFR grant.
  - 21.2.1. In the case of part-time grants, the reporting should be done on an annual basis, so that the total number of reports may be higher than for full-time AFR grants.
  - 21.2.2. The Beneficiary may request a new reporting schedule to the FNR in duly justified cases, e.g. maternity, parental or sick leave.
  - 21.2.3. In case of an early termination of the AFR grant, a final report has to be submitted within the month following the termination.
- 21.3. Major modifications or major deviations from the project plan (including changes in the supervision, host institution or percentage of time spent in Luxembourg) need to be communicated immediately to the FNR by the Beneficiary or the Host Institution, regardless of reporting deadlines and are subject to prior approval by the FNR.
- 21.4. The FNR may at any moment request supplementary information from the Beneficiary or the Host Institution, which should be delivered within an indicated period of time. Failure to do so may result in the termination of the grant and/or a request for the total refund of the AFR grant.

## 22. Financial Reports

22.1. For Beneficiaries abroad or Beneficiaries not employed in one of the four Luxembourg public research organisations or at the University of Luxembourg:

22.1.1. Concerning Beneficiaries with an employment contract, the financial report comprises a part for salary costs and a part for the training allowance using the templates provided by the FNR.

The financial report for salary costs has to be issued by the competent administration in the host institution. An estimation of salary costs is sufficient for the progress report, while detailed accounts of salary costs incurred have to be provided together with the final report.

The financial report for the training allowance is directly issued by the Beneficiary and is submitted together with the progress and final report. Costs incurred are reimbursed directly to the Beneficiary up to the maximum eligible amount. Upon request and prior approval by the FNR, host institutions may manage the AFR Training Allowance according to the institutional rules. The FNR reserves the right to request receipts for training activities for which costs have been claimed.

22.1.2. Concerning Beneficiaries with a stipend, the financial report comprises the report for the training allowance and a possible claim for a refund of insurance costs. Insurance costs incurred are refunded on the basis of receipts provided by the Beneficiary (up to a maximum amount of 300 EUR per month).

22.1.3. In the case of early termination of the Grant, the financial reports for salary and/or other costs have to be submitted within the month following the termination.

22.2. For Beneficiaries employed under a work contract at one of the four public research centres in Luxembourg or at the University of Luxembourg (“4CU”), no individual financial reports are requested. Financial reports are submitted annually on 31<sup>st</sup> March for all Beneficiaries employed by these institutions.

22.2.1. Concerning financial reports for salary costs of Beneficiaries, an estimation of costs for on-going grants is sufficient whereas detailed accounts of salary costs incurred have to be provided for AFR grants terminated in the course of the preceding year.

22.2.2. Concerning the training allowance, the full amount is transferred in one initial advance payment to the “4CU”. For the totally incurred expenses, the FNR requests a single financial statement together with the AFR final report, after the termination of the grant. If the total amount spent was lower than the AFR training allowance, the difference must be reimbursed to the FNR. The FNR reserves the right to control the financial statement(s) during the annual financial control by an external auditor.

## **VII. MODIFICATION OF THE INITIAL GRANT**

### **23. Change of Host Institution and/or Collaborating Institution, scientific contact or supervisor**

23.1. Grants may only be held at the Host Institution and with the supervisor/scientific contact indicated in the application form. However, if the Beneficiary intends to change the Host Institution/Collaborating Institution or supervisor/scientific contact in the course of the grant and on the basis of well-justified reasons, the FNR may consider the request. Along the same line, if the scientific contact/supervisor is no longer in a position to continue the supervision, the Host Institution and the Beneficiary should propose a substitute.

23.2. Any major changes in the project have to be indicated in written and require the approval by the FNR. Before placing the official request to the FNR, Beneficiaries are requested to contact the AFR Programme Manager of their domain (preferentially by email) who will inform them about the required documents and timeline.

23.3. After evaluation of the request, the FNR will communicate the decision within a reasonable delay.

### **24. Inability to pursue the project**

24.1. Should a Beneficiary under this scheme be unable for any reason (including medical reasons) to pursue her/his project in accordance with the present AFR Terms and Conditions, she/he must inform the responsible FNR Programme Manager within 30 days of such a situation coming to her/his attention.

24.2. In such situations, the FNR will decide about the best possible solution and reserves the right to terminate the grant.



## 25. Maternity, parental leave and sick leave

25.1. In case of maternity, the AFR-RGD foresees the suspension of the grant by the legally defined period for maternity leave and a corresponding extension of the maximum grant duration for Beneficiaries under an employment contract, under the condition that the Host Institution can extend the employment contract.

25.1.1. For Beneficiaries under an employment contract, maternity leave rights are governed by the legislation of the country of employment and/or additional collective agreements and/or individual contractual arrangements. Eligibility to maternity benefits and payment thereof is governed by the applicable social security/insurance system and/or the insurance package provided by the employer. During the legally or contractually defined period of maternity leave, the AFR grant is suspended. However, the grant duration may be extended by the period of maternity leave, provided that the Host Institution can extend the employment contract.

25.1.2. For Beneficiaries with a stipend, maternity leave is subjected to the rules of the host institution and/or any other applicable legislation. Eligibility to maternity benefits and payment thereof is governed by the applicable social security/insurance system and/or the insurance package provided by the host institution. During the period of maternity leave, the AFR grant is suspended. However, the grant duration may be extended by the period of actual maternity leave.

25.1.3. The Beneficiary must inform the FNR in advance and indicate the foreseen period of maternity leave by delivering the necessary medical/legal certificates. The Beneficiary may request a new reporting schedule to the FNR before the next reporting deadline.

25.2. If a Beneficiary is on leave for other reasons (sick leave, parental leave) for more than a consecutive month, the Beneficiary and/or the Host Institution must notify the FNR in written and request the suspension of the grant (which will apply retroactively). An extension of the grant agreement for the actual period of leave can be considered upon request. For Beneficiaries under an employment contract, such an extension can only be granted if the Host Institution can extend the employment contract. The Beneficiary may request a new reporting schedule to the FNR before the next reporting deadline.

## **VIII. TERMINATION OR SUSPENSION OF THE GRANT**

### **26. Termination of the grant**

- 26.1. The termination date of the grant is defined in the grant agreement. By the end of the AFR funding period, the Beneficiary and the Host Institution agree to take all necessary steps to allow the orderly termination of the project, including the submission of any due reports.
- 26.2. If the PhD is successfully completed prior to the termination date defined in the grant agreement, the Beneficiary and the Host Institution must notify the FNR in written within 30 days after the PhD examination and the AFR grant shall at latest terminate three months after the PhD examination.

### **27. Suspension of the grant by the Beneficiary or by the Host Institution and related prolongations**

- 27.1. The Beneficiary together with the Host Institution can propose to suspend the AFR grant upon due justification. The related prolongation of the AFR grant can only be for a maximum period of 12 months.
- 27.2. The Beneficiary or the Host Institutions must inform the FNR and all involved parties without delay of such circumstances, including full justification and information related to the event, as well as an estimation of the date when the work on the project will be taken up again. The decision to suspend the grant as well as the related approval of the prolongation of the grant, are taken by the FNR.

### **28. Early termination of the grant by the Beneficiary or by the Host Institution**

- 28.1. The Beneficiary or the Host Institution can request to terminate the whole or part of the project, if force majeure or exceptional circumstances render its execution excessively difficult or uneconomic.
- 28.2. The FNR will decide upon the consequences of such an event by consulting the Beneficiary/Host Institution and reserves the right to claim a refund of a part or of the entire grant.
- 28.3. In the event of early termination, the Beneficiary and the Host Institution agree to take all necessary steps to allow the orderly closure of the project, including the submission of any due reports within one month after the termination.

### **29. Suspension of the grant by the FNR**

- 29.1. The FNR may suspend the whole or part of the project where it considers that the Beneficiary and/or the Host Institution is not fulfilling its obligations according to the grant agreement, the and the terms and conditions or if there are justified suspicions of ethical or scientific misconduct. The Beneficiary and the Host Institution shall be informed without delay of the justification for such an event and the conditions necessary to reinstate the

work again. This suspension takes effect 10 days after the receipt of the notification by the Beneficiary.

29.2. During the period of suspension, costs may not be charged to the project unless the FNR agrees to cover the costs retroactively, once the suspension of the project is lifted.

29.3. The suspension of the whole or part of the project may be lifted once all the parties have agreed on the continuation of the project and, if appropriate, any necessary modification identified by means of a written amendment.

### **30. Extension request (for PhD candidates only):**

30.1. PhD Beneficiaries may request a single extension for up to 12 months.

30.2. The extension request has to be submitted in the last year of AFR funding, the latest three months before the grant end date indicated in the grant agreement.

### **31. Research Integrity: case of misconduct**

31.1. Any misconduct, such as falsification of information or research misconduct e.g. plagiarism, falsification of data, may result in the immediate disqualification of the application or the termination of the ongoing grant.

31.2. Moreover, the FNR may decide upon additional sanctions (e.g. request the reimbursement of the grant) and may take legal actions.

31.3. Beneficiaries should comply with the FNR research integrity guidelines and FNR ethical charter binding all FNR applicants. These documents are available the FNR Homepage [www.fnr.lu](http://www.fnr.lu).

### **32. Early termination of the grant by the FNR**

32.1. The FNR may terminate the grant agreement in the following cases:

32.1.1. in case the project does not start within the delays (see section “Start of project funding”);

32.1.2. in case of non-performance or poor performance of the work or breach of any substantial obligation imposed by the grant agreement or the terms and conditions that is not remedied following a written request to the Beneficiary/the Host Institution to rectify the situation within a period of 30 days;

32.1.3. where the Beneficiary and/or the Host Institution have deliberately or through negligence committed an irregularity in the performance of the grant.

32.1.4. where the Beneficiary and/or the Host Institution have contravened fundamental ethical principles;

32.1.5. where the required reports are not submitted or the FNR does not approve the reports submitted.

32.2. In severe cases, the FNR reserves the right to terminate the grant agreement with immediate effect, by communicating the decision formally to the applicant and the Host Institution and indicating the reasons for termination. In such an event, the FNR may decide to claim a refund of a part or of the entire grant.

## **IX. MISCELLANEOUS**

### **33. Applicable AFR Terms and Conditions**

33.1. The latest version of the Terms and conditions is applied. Please refer to <http://www.fnr.lu/AFR>. for the AFR Terms and Conditions in Use

33.2. The FNR reserves the right to revise the Terms and Conditions. Notification of changes in the Terms and Conditions will be posted by email to the Beneficiaries who are responsible to inform their Host Institution. It is the sole responsibility of the Beneficiary to update contact details in the FNR Grant Management System in order to be reachable. In case the Beneficiary or the Host Institution disagree with the revised AFR Terms and Conditions, they may suspend or terminate the AFR grant (see section “Suspension and termination of the grant”).

### **34. Governing Law and Jurisdiction**

34.1. The AFR Terms and Conditions shall be governed, interpreted and enforced in accordance with the laws of the Grand Duchy of Luxembourg.

34.2. Any dispute, controversy or claim arising out of or in connection with these Terms and Conditions will be subject to the jurisdiction of the Courts of Luxembourg.