

Terms & Conditions



TERMS AND CONDITIONS

FOR PHD AND POSTDOC GRANTS IN AFR INDIVIDUAL, AFR BILATERAL AND INDUSTRIAL FELLOWSHIPS V07/2024

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What is new:

FNR mandates ORCID for applications as of 2021: The Fonds National de la Recherche (FNR) will mandate the use of an Open Researcher and Contributor ID (ORCID) as part of its grant application process. Starting from January 1st, 2021, all Beneficiaries are asked to have a unique ORCID identifier.

Requirement for a Data Management Plan as of 2021 (update 2023): The Fonds National de la Recherche (FNR) will require beneficiaries, whose applications have been accepted for funding after the 1st of January 2021 to create and regularly update a data management plan as part of the grant reporting process.

1. Definitions

- **APPLICANT:** individual researcher applying for a grant.
- **AFR-RGD:** AFR amended Règlement grand-ducal of 29th October 2014 defining the legal modalities for the implementation of the AFR grant.
- **BENEFICIARY:** applicant whose proposal is retained for funding.
- **EXTENSION OF THE GRANT:** a single extension of 12 months for PhD Beneficiaries
- **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>.
- **FNR- Law:** The AFR framework is set out in the Law of 19th August 2008 concerning the AFR grants, as amended by the Law of 27th August 2014.
- **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 call documents.
- **HOST INSTITUTION:** institution (and research group) where the Beneficiary performs a major part of her/his research work. PhD and Postdocs Grants provided by the FNR are aimed at Host Institutions to employ grantees to conduct their research work. The eligibility of Host Institutions is defined by the amended FNR Law, Art 3, paragraph 2.
- **NQFDT** National Quality Framework for Doctoral Training (<https://storage.fnr.lu/index.php/s/SbluoBMOt5te8cZ#pdfviewer>)
- **ORCID¹** is a non-profit organisation, operating as a charitable trust, incorporated in the USA on 5 August 2010 that provides a persistent digital identifier (an ORCID iD)
- **PHD SUPERVISOR:** academic supervisor at the PhD awarding institution (university). She/He must be formally authorized to supervise PhDs at the PhD awarding institution (See [FNR requirements for Principal investigators and supervisors](#))
- **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 candidate on issues relating to the candidate's research and progress within the PhD program.
- **PUBLIC-PRIVATE PARTNERSHIPS (PPP):** This research project is jointly developed by the applicant, the company, and the public partner. Between 25% and 75% (Postdocs: up to 90%) of the research, period is to be spent in the company.
- **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 an employment contract.
- **TERMS AND CONDITIONS:** define an implementation framework of the amended FNR Law, as well as the corresponding amended Règlement grand-ducal of 29th October 2014 (AFR-RGD²).

¹ cf. <https://orcid.org/>

² The AFR-Law and the AFR-RGD are available together with the application documents on the [FNR webpage](#)

2. Regulatory framework of the schemes

2.1. The AFR and Industrial Fellowship schemes support PhD and postdoctoral research training in Luxembourg and abroad. The schemes are managed by the Fonds National de la Recherche (FNR) based on calls for proposals.

2.2. The Terms and Conditions define an implementation framework of the amended FNR Law, as well as the corresponding amended Règlement grand-ducal of 29th October 2014 defining the legal modalities for the implementation of the AFR grant (AFR-RGD³).

2.3. The Terms and Conditions set the responsibilities of the involved parties: the Beneficiaries, their Host Institution, and the FNR. 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").

2.4. The Terms and Conditions form an essential part of any contract between the Beneficiary and the Host Institution.

2.5. Following the funding decision, the FNR signs a Grant Agreement, with the Beneficiary and the Host Institution⁴.

2.6. In case of any contradictions/discrepancies between an earlier and the new version of the Terms and Conditions, the latter shall prevail.

2.7. The FNR defines specific rules for each call (Guidelines for Applicants), including details on the eligibility and selection criteria, published online with the other call documents.

3. Modalities of the grant

Funding decision

3.1. Following the communication of the funding decision, a grant agreement for the project is signed between the FNR, the Beneficiary and the Host Institution.

3.2. Before the signature of the grant agreement, all administrative and scientific aspects must be clarified.

3.3. In the case of a 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.

3.4. The first payment is issued after the reception of the signed grant agreement and all required documents by the FNR.

³ The AFR-Law and the AFR-RGD are available together with the application documents on the FNR webpage

⁴ In case of conflict between the Grant Agreement and the Terms and Conditions, the Grant Agreement shall prevail.

Start of project funding

3.5. Projects evaluated in a spring call cannot start later than 1st of January of the following year and projects evaluated in an autumn call cannot start later than 1st 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.

3.6. Retroactive funding of projects is possible up to the first of month of the corresponding submission deadline.

Funding Period

3.7. PhD grants are awarded for a period of up to 4 years (48 months).

3.8. The research grants for postdoctoral researchers are awarded for a period of up to 2 years.

Employment contracts and fellowships

3.9. The grants may be allocated either:

- to the Host Institution of the Beneficiary to pay for the employment contract to be concluded between the Beneficiary and the Host Institution
- to the Beneficiary directly under the form of a stipend without employment contract.

3.10. 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
- an employment contract would result in a net salary for the Beneficiary below $\frac{3}{4}$ of the amount received for a stipend⁵.

Part-time grant

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

3.12. The part-time must not be less than 50% (20h/week) of the normal working time and Beneficiaries must comply with the Host Institution's part time policy.

Public-Private Partnership (Industrial Fellowship)

3.13. Industrial fellowships require a Luxembourg-based company to collaborate in the project as Host Institution or as collaborating institution. The candidate should spend not less than 25% and not more than 75% (90% for postdocs) of the research period in the company. Hence, in case the collaborating institution is located abroad, the candidate should spend not less than 25% of the research period in Luxembourg.

⁵ See amended Règlement grand-ducal of 29th October 2014

3.14. The company must be in the possession of an accreditation ('agreement') by the Ministry of Economic Affairs, certifying its R&D activities in Luxembourg.

3.15. The contact person in the company should be a scientific/technological expert who will accompany the project actively over time.

3.16. A Consortium agreement 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 signed between the public research body and the private company at latest at the project start. Further the publication of at least the PhD thesis must be allowed; any restrictions for publication of research results should be imposed only when necessary. (please consult section "Intellectual Property Rights" for more details)

3.17. A topping up by the company to the salary of the fellow is mandatory and must amount to at least 15% of the FNR contribution. In case of non-compliance the FNR reserve his right to terminate or suspend the grant (please consult section TERMINATION OR SUSPENSION OF THE GRANT)

The National Quality Framework for Doctoral Training (NQFDT)

3.18. FNR-funded PhDs are expected to be offered a research and training environment in accordance with the principles enounced in the [National Quality Framework for Doctoral Training \(NQFDT\)](#). Host institutions of FNR-funded PhDs are expected to implement the NQFDT requirements:

Following an [external assessment in 2018](#) of the implementation of the principles of the NQFDT in the main Luxembourg research institutions, a number of recommendations have been issued in view of advancing the implementation of the NQFDT and further developing the quality of doctoral training in Luxembourg. More specifically, it is expected that:

- Host Institutions have in place adequate structures/procedures for the handling and resolution of conflict situations between doctoral candidates and their supervisors.
- for AFR beneficiaries hosted in Luxembourg, the PhD supervisory committees (CET - Comité d'Encadrement de Thèse) at the degree-awarding institution includes at least one member from a research institution abroad (who is not co/affiliated to the host institution)
- for an AFR funded PhD an "Individual PhD Plan (IPP)" is drafted at the onset of each PhD project. The development of the IPP is a structured and supported process undertaken by the Beneficiaries to reflect upon their own learning, performance and/or achievement and to plan for their personal, educational and career development.

To ensure proper documentation of this IPP, the FNR reserves the right to check that the measures taken are appropriate by introducing e.g. anonymised online surveys or other useful tools. Further the FNR may demand that the Beneficiaries take additional measures - within a certain time, if necessary.

Presence at Host Institution

3.19. In accordance with the work plan of the initial 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 proposal, the Beneficiaries are held to inform the FNR prior to the absence.

3.20. 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 in the Beneficiary's interest.

FNR Grant Management System

3.21. FNR Grants are managed through an online system (FNR Grant Management System) accessible via <https://grants.fnr.lu>. Reports must be submitted electronically by the Beneficiaries using their personal login for the FNR Grant Management System.

3.22. 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).

3.23. The Beneficiaries shall bear sole responsibility for the management and preservation of the login and password as well as for their contact details.

3.24. The FNR cannot be held responsible for any consequences arising from the transmission of login details to a third party by the Beneficiary.

3.25. 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.

3.26. The FNR cannot be held responsible for any fraudulent use of confidential login data.

3.27. Beneficiaries must ensure that their contact details (email- at the HI and private- and postal address) and ORCID ID are up to date in the FNR Grant Management System.

Use of an ORCID iD

3.28. The FNR requests the use of an Open Researcher and Contributor ID (ORCID) as part of its grant application process. All Beneficiaries are asked to have a unique ORCID identifier (<https://orcid.org/>)

Data Management, data handling and Open Access

3.29. Good practices will be observed in relation to data handling, in particular data management, protection, and security. Researchers and research institutions are expected to ensure appropriate stewardship and curation of research data generated within FNR-funded projects, in accordance with the FNR Policy on Research Data Management (available at www.fnr.lu), and in compliance with the FAIR principles.

In particular, the applicant with the support of the host institution(s) will take the following measures

- establish a data management plan and update it regularly;
- as soon as possible and within the deadlines set by the data management plan, deposit the data in a trusted archive;
- as soon as possible and within the time limits set out in the data management plan, ensure free access - via the archive - to the deposited data, in accordance with the principle of "as open as possible, as closed as necessary", unless this would be contrary to the legitimate interests of the parties (including commercial exploitation) or to any other constraint or obligation of the parties.

3.30. Applicants must grant permission to the FNR to share application data for evaluation, internal management, financial control as well as for statistical and information purposes.

3.31. In accordance with the EU's General Data Protection Regulation (GDPR) 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.

3.32. The FNR attaches great importance to the impact of research outputs on science, industry, policy making and society in general. To maximise the possibilities for impact of research outputs, results from FNR-funded research are expected and required to be disseminated via high-quality publications that are made Open Access in accordance with the [FNR Policy on Open Access](#). FNR also encourages the deposition of preprints in open access repositories.

3.33. The provisions of this article 12 take effect on the date of commencement of the project and must be maintained after the project has been completed.

Intellectual Property Right (IPR)

3.34. 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.

3.35. The publication of the PhD thesis is considered as an important outcome of 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.

4. Financial Support

Type of grant: Employment contracts and Stipends

4.1. The contribution to an employment contract can only cover the 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 grant can only be allocated through an employment contract.

4.2. 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 contribution. They must be covered by the Host Institution or the applicant.

4.3. The contribution to an employment contract must be calculated by the Host Institution's personnel department.

4.4. In case the Luxembourg salary index changes, the below mentioned maximum FNR contributions will be adapted immediately by the FNR.

4.5. Retroactive funding of projects is possible up to the first of month of the corresponding submission deadline.

4.6. For Host Institutions paying salaries below the maximum eligible funding amounts (for example in the case of a fixed public salary scale), the contribution will be adapted accordingly. For Host Institutions paying salaries above the amount indicated, the contribution will not be increased (see specific sections "financial contribution").

4.7. For Beneficiaries under an employment contract, the FNR pays a contribution to the salary costs incurred to the Host Institution. Payments are made in advance and on an annual basis. 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.

4.8. 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.

4.9. 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*⁶. Researchers who have been awarded a grant for living costs from another source of funding may apply for a 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 grant (see below for maximum amounts).

4.10. 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.

⁶ See amended Règlement grand-ducal of 6th October 2008 / 29th October 2014

Financial Contribution for PhDs

4.11. The maximum PhD contributions to employment contracts are indicated hereafter:

| | AFR Individual / Bilateral | Industrial Fellowships |
|--|----------------------------|------------------------|
| Max. FNR contribution (incl. employer's charges) | 48.922,- €/yr. | 53.645,- €/yr. |
| Required Industry Partner co-funding | | 8.047,- €/yr. (15%) |

(Salary index as of 1st September 2023⁷)

4.12. 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 funding:

| | AFR Individual / Bilateral | Industrial Fellowships |
|--|----------------------------|------------------------|
| Max. gross salary eligible for support | 68.944,- €/yr. | 74.422,- €/yr. |

(Salary index as of 1st September 2023⁸)

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

4.14. In case of cumulating two grants for living costs see point 12.9.

4.15. The AFR Individual contribution as Stipend is paid directly to the Beneficiary through quarterly instalments (early January; early April; early July and early October).

| | AFR Individual |
|---------------------------------|----------------|
| Max. AFR contribution (Stipend) | 18.000,- €/yr. |

4.16. 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 22nd June 2000." (AideFi)

⁷ Indice 944.43

⁸ Indice 944.43

Financial Contribution for Postdocs

4.17. The maximum Postdoc contributions to employment contracts are indicated hereafter:

| | AFR Bilateral | Industrial Fellowships |
|--|----------------|------------------------|
| Max. FNR contribution (incl. employer's charges) | 69.416,- €/yr. | 75.744,- €/yr. |
| Required Industry Partner co-funding | | 11.362,- €/yr. (15%) |

(Salary index as of 1st September 2023⁹)

4.18. 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 funding:

| | AFR Bilateral | Industrial Fellowships |
|--|-----------------|------------------------|
| Max. gross salary eligible for support | 103.416,- €/yr. | 110.310,- €/yr. |

(Salary index as of 1st September 2023¹⁰)

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

4.20. In case of cumulating two grants for living costs see point 12.9.

⁹ Indice 944.43

¹⁰ Indice 944.43

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 |
| 500-1.000 | 500 |
| 1.000-1.500 | 750 |
| 1.500-2.500 | 1.000 |
| 2.500-5.000 | 1.500 |
| > 5.000 | 2.000 |

Training allowance

4.23. A budget of up to 6.000 € for PhD projects (no additional money allocated for extension period) and 4.000 € 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)

4.24. The Host Institution's rules and procedures must be respected regarding participation in training activities.

Taxation

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

Acknowledgement of Financial Support

Financial support from FNR must be acknowledged in all publications and other forms of media communication, including media appearances, press releases and conferences and must respect the FNR communication guidelines available together with the FNR logo on the Website <http://fnr.lu/download-center/>. "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) ».

5. Ethical Issues

Required authorisations

5.1. Beneficiaries should comply with the FNR research integrity guidelines and FNR ethical charter binding all FNR applicants. These documents are available on the FNR Homepage www.fnr.lu.

5.2. Regarding research integrity, the FNR endorses the following references: « [*The European Code of Conduct for Research Integrity*](#) » published by the ESF (*European Science Foundation*) and ALLEA (*All European Academies*) and the « *Singapore Statement on Research Integrity* » adopted in 2010 following the 2nd World Conference on Research Integrity¹¹.

5.3. Data protection issues: all FNR funded projects must comply with the EU's General Data Protection Regulation (GDPR) with regards to all data protection issues. 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.

5.4. Any misconduct pertaining ethical issues may result in the immediate suspension or termination of the ongoing grant.

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

6. Monitoring of ongoing grants

General Principles for Reporting

6.1. 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.
- to keep the contact details in the FNR Grant Management System as well as the Orcid ID with the academic CVs and research achievements for the Beneficiary up to date.

¹¹ <http://www.singaporestatement.org/>

6.2. The deadlines and required formats defined in the “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 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 grant.

- 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 grants.
- The Beneficiary may request a new reporting schedule to the FNR in duly justified cases, e.g. maternity, parental, or sick leave.
- In case of an early termination of the grant, a final report has to be submitted within the month following the termination.

6.3. 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.

6.4. 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 grant.

6.5. As a signatory of the [DORA declaration](#), the FNR encourages applicants to list a range of research outputs (including datasets and software, training of researchers, intellectual property).

6.6. The beneficiary commits to create and update a data management plan (DMP) in a timely manner after the start of the project and in accordance with the principles of the FNR Research Data Management Policy, available on www.fnr.lu.

Financial Reports

6.7. For Beneficiaries abroad or Beneficiaries not employed in one of the three Luxembourg public research institutes or at the University of Luxembourg:

- 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 Training Allowance according to the institutional rules. The FNR reserves the right to request receipts for training activities for which costs have been claimed.

- 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 based on receipts provided by the Beneficiary (up to a maximum amount of 300 EUR per month).

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

6.8. For Beneficiaries employed under a work contract at one of the three public research institutes in Luxembourg or at the University of Luxembourg, no individual financial reports are requested. Financial reports are submitted annually on 31st March for all Beneficiaries employed by these institutions.

- 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 grants terminated in the course of the preceding year.
- Concerning the training allowance, the full amount is transferred in one initial advance payment to the institutions. For the totally incurred expenses, the FNR requests a single financial statement together with the final report, after the termination of the grant. If the total amount spent was lower than the 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.

7. Modification of the initial grant

Change of Host Institution and/or Collaborating Institution, scientific contact, or supervisor

7.1. 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 during 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.

7.2. Any major changes in the project must 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 Programme Manager of their domain (preferentially by email) who will inform them about the required documents and timeline.

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

Inability to pursue the project

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

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

Maternity, parental leave and sick leave

7.6. 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.

- 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 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.

7.7. 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. For Beneficiaries under work contract, the Host Institution may request an extension of the grant duration by the period of maternity/parental leave, provided that the Host Institution can extend the employment contract. 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.

8. Termination or suspension of the grant

Termination of the grant

8.1. The termination date of the grant is defined in the grant agreement. By the end of the 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.

8.2. 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 grant shall at latest terminate three months after the PhD examination.

Suspension of the grant by the Beneficiary or by the Host Institution and related prolongations

8.3. The Beneficiary together with the Host Institution can propose to suspend the grant upon due justification. The related prolongation of the grant can only be for a maximum period of 12 months.

8.4. 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.

Early termination of the grant by the Beneficiary or by the Host Institution

8.5. 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.

8.6. 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.

8.7. 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.

Suspension of the grant by the FNR

8.8. 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 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.

8.9. 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.

8.10. 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.

Extension request (for PhD candidates only)

8.11. PhD Beneficiaries may request a single extension for up to 12 months. The maximum funding duration of a PhD Grant cannot exceed 48 months (full-time).

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

Research Integrity: case of misconduct

8.13. Beneficiaries should comply with the FNR research integrity guidelines binding all FNR applicants. These documents are available the FNR Homepage www.fnr.lu.

8.14. 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.

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

Early termination of the grant by the FNR

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

- in case the project does not start within the delays (see section “Start of project funding”);
- 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.
- where the Beneficiary and/or the Host Institution have deliberately or through negligence committed an irregularity in the performance of the grant.
- where the Beneficiary and/or the Host Institution have contravened fundamental ethical principles.
- where the required reports are not submitted or the FNR does not approve the reports submitted.

8.17. 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.

9. Miscellaneous

Applicable Terms and Conditions

9.1. The latest version of the Terms and conditions is applied. Please refer to <https://www.fnr.lu/download-center/> for the Terms and Conditions in Use.

9.2. 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 to be reachable. In case the Beneficiary or the Host Institution disagree with the revised Terms and Conditions, they may suspend or terminate the grant (see section “Suspension and termination of the grant”).

Governing Law and Jurisdiction

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

9.4. 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.