

## **The Lundbeck Foundation's General Terms and Conditions for Grants Supporting Biomedical Research**

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### **General Terms and Conditions for Biomedical Research Grants**

#### **1 The Lundbeck Foundation's terms and conditions for research grants supporting biomedical research**

- 1.1 The Lundbeck Foundation ("LF") has commercial as well as charitable activities with the purpose of "creating powerful ripple effects that bring discoveries to lives through investing actively in business and science at the frontiers of their fields". The aim of its grants supporting biomedical research is to make a significant difference to people's health and lives by furthering research of the highest scientific standard within the biomedical sciences and with a special focus on the study of the brain and brain disorders from basic to clinical.
- 1.2 These general terms and conditions for research grants supporting biomedical research ("the General Terms for Research Grants") apply to all of LF's grants supporting biomedical research, unless these terms have been dispensed with in a written agreement with LF. Therefore, all such grant holders shall sign this document, thereby confirming that they are acquainted with and accept the General Terms for Research Grants.

#### **2 Compliance with laws, rules and standards**

- 2.1 LF expects researchers who receive funding to conduct their research honestly, according to recognised codes of good research practice, including the Danish Ministry of Higher Education and Science's Code of Conduct for Research Integrity, the Medical Research Council's Good Research Practice and the International Society for Pharmacoepidemiology's Guidelines for Good Pharmacoepidemiology Practices. This includes interaction with other researchers, collection, generation and analysis of data, applications for research funding, publication of research results and recognition of direct and indirect contributions by peers, partners and others. It is a prerequisite that researchers who receive funding from LF within the field of biomedical sciences are affiliated with institutions that have their own published codes and guidelines for good research practice, and that the researchers are acquainted with and comply with such guidelines. Moreover, it is a prerequisite that these institutions have formally described procedures, which must be adhered to when handling any suspicion of scientific dishonesty.
- 2.2 To be eligible to receive a grant from LF, the Grant Holder (see paragraph 4.1) and the Host Institution (see paragraph 4.2), as well as researchers and third parties affiliated with the research project, must also comply with all legislation, rules and regulations relevant to the research project. Thus, it is a

prerequisite that the Grant Holder, the Host Institution, researchers, other persons or third parties connected with the research project are acquainted with and comply with the currently applicable:

- National and international rules on the safety and rights of patients and healthy subjects
- National and international rules on animal welfare
- National and international rules on the processing of personal data, including the EU General Data Protection Regulation (GDPR)
- Applicable rules on working conditions and working environment at the Host Institution and other institutions at which the research is performed

2.3 The performance of certain research activities requires the permission or approval of public authorities such as the Danish National Committee on Health Research Ethics (NVK), the Danish Health Authority, the Danish Patient Safety Authority, the Danish Health Data Authority, the Danish Medicines Agency, the Danish Animal Experiments Inspectorate. It is a condition for receipt of funding from LF that all of the necessary permits and approvals for commencement of the research described in the application have been issued before the project begins. If it is not possible or appropriate to acquire such permits or approvals for (parts of) the project before commencement of the project. The Grant Holder must prove – to LF's satisfaction – that it is likely that it will be possible to obtain the necessary approvals before the relevant parts of the project commence according to the project schedule.

### **3 Responsible Research and Innovation**

3.1 LF adheres to the belief that research should be conducted in accordance with Responsible Research and Innovation, cf. the EU's HORIZON 2020. Consequently, LF expects that, in their research, both the Grant Holder and other scientists affiliated with the project will strive to comply with the principles of Responsible Research and Innovation.

### **4 The Grant**

4.1 The Grant Holder

4.1.1 LF allocates grants based on an application from one or more applicants. The person who is appointed grant holder by the foundation ("the Grant Holder") is the foundation's contact person and is in charge of the practical administration of the grant on behalf of the entire project, including reporting and presentation of accounts.

4.2 The Host Institution

4.2.1 LF pays each grant to a research account belonging to the institution at which the researcher with the overall responsibility for the project (usually the Grant Holder) is employed ('the Host Institution').

4.3 Conditions for the grant

- 4.3.1 When approval is given for a grant for a research project, LF may define project-specific terms and conditions for the grant ("Project-specific Terms") in a notice of funding and/or in a separate agreement.
- 4.3.2 By accepting the grant, the Grant Holder and the Host Institution declare their consent to comply with the General Terms for Research Grant and any Project-specific Terms during implementation of the project and practical administration of the grant.
- 4.3.3 The grant is further subject to the explicit condition that the Grant Holder and the Host Institution ensure that all of the project's participants and collaborators comply with the guidelines defined in the General Terms for Research Grants and in the Project-specific Terms.
- 4.3.4 The Grant Holder is responsible for implementation of the project within the scientific and financial framework and the time schedule specified in the project description. The Grant Holder is responsible for any other participants' implementation of the project or parts thereof, including procurement of the necessary contract base.
- 4.3.5 The grant may only be used for the project for which LF has granted funds based on a submitted application. LF must be notified if the Grant Holder wishes to change the budget for the grant or adjust the content of the project within the funded framework, and the foundation shall grant written approval of the revised budget, cf. section 5.2.2, and/or an adjusted project schedule.
- 4.3.6 LF must be notified immediately if the project is delayed or if the prerequisites for implementation of the project change significantly in relation to the project description including any agreed amendments, and the Grant Holder shall make a proposal for overcoming the changed conditions in order to obtain LF's written consent.
- 4.3.7 It is not permitted to receive grants from other sources for the budget items covered by LF's grant.
- 4.3.8 The grant may in part cover the Host Institution's project-related indirect costs. Coverage of such indirect costs will be specified in the Project-specific Terms and can never exceed 10% of the total amount of the grant. LF do not cover indirect costs related to prizes, travel grants and research abroad.
- 4.3.9 The Host Institution shall provide the resources necessary for the research project as defined in the application and in the Project-specific Terms, if such apply.
- 4.3.10 In the case of multi-year grants, funds will only be paid out after the first instalment if, in LF's opinion, the progress of the project is satisfactory.
- 4.3.11 LF shall be given access to inspect the progress of the funded project, both during the course of the project and after its completion, through the Grant Holder's reporting activities and presentation of accounts and any further inspections as described in paragraph 5.3 'Audit and inspection'.
- 4.4 Further funds
  - 4.4.1 LF is not obliged to provide any funding for the project beyond the funds provided by the grant. Thus, an overrun of the overall budget, e.g. due to price or salary increases, changes in foreign exchange rates or additional working hours, will not be covered. The Grant Holder may submit a motivated

application - on LF's ordinary application deadlines - for further funds for, or an extension to, a research project that is already being funded.

#### 4.5 Payment of grants

4.5.1 Grant funds will not be paid out before the Grant Holder and the Host Institution have met the conditions for the grant, cf. paragraph 4.3.

4.5.2 In the case of multi-year grants, instalments will be paid out one year at a time unless otherwise agreed. Payment of the subsequent instalment is subject to LF's written approval of a status report and balance sheet submitted for the preceding project year as well as the annual reporting in ResearchFish.

4.5.3 Payments will be made to a separate research account. This account must be managed by the Host Institution in accordance with the Host Institution's rules.

4.5.4 If, in LF's opinion, the terms and conditions for the foundation's grant have not been complied with, the foundation may suspend payments until the issue has been clarified. Furthermore, LF is entitled to require repayment of funds already paid out.

## **5 Reporting and presentation of accounts**

### 5.1 Scientific reporting

5.1.1 The Grant Holder shall send a brief scientific status report to LF via LANAS, with an account of the progress of the project, no later than three months after the end of each project year.

5.1.2 It is the responsibility of the Grant Holder once annually – in the announced reporting slot - to report research results to the foundation via Researchfish such that these data may be used in LF's continued research impact assessment.

5.1.3 The Grant Holder shall submit a final scientific report for the entire project period to LF no later than three months after the project finishes. The Grant Holder must continue the annual reporting of research result via ResearchFish three to five years (to be specified in Project-specific Terms) after the completion of the project.

### 5.2 Budget and presentation of accounts

5.2.1 The budget must reflect the expenses the Grant Holder expects to incur conducting the activities proposed in the application whereas the presentation of accounts must reflect the actual costs. The accounts must document that transactions made comply with the conditions for the grant, including the most recently approved budget for the grant.

5.2.2 The budget must be revised if special circumstances arise. If there are scientific grounds for doing so, within the scope of the grant's conditions, the Grant Holder may make changes to the distribution between individual budget items and between individual budget years. LF must be notified of and shall approve any amendments to the original budget. This may be done in connection with annual reporting and presentation of accounts, unless funds redistributed between budget items exceed

10% of the individual budget item. In such cases, LF's consent must be requested up front. Furthermore, the foundation must be notified of any significant delays in activities and expenses incurred and, in such cases, LF's consent must be requested.

- 5.2.3 The Grant Holder shall submit accounts for the grant to LF no later than three months after the end of each project year. Furthermore, the Grant Holder shall submit final accounts covering the entire grant period to LF no later than three months after the project finishes. The accounts must be prepared according to the principles specified below and must be submitted via the LF application and nomination system.
- 5.2.4 The presented accounts must adhere to the budget received by LF in the original application, and which forms the basis for the grant, or to the most recent version of the budget approved by the foundation. In addition, the accounts must be presented with at least the same degree of detail as the by LF latest approved budget.
- 5.2.5 The accounts must show expenses during the project period compared with the most recently approved budget as well as any deviation between the two. The received grant and any co-financing must be presented separately in the accounts. The accounts for grants covering several project years must include the current project year and the accumulated project period.
- 5.2.6 If the grant relates to projects covering activities performed by participants from institutions other than the Host Institution, the Grant Holder shall obtain partial accounts/financial reports from such other participants in the project to enable the Grant Holder to prepare and submit complete accounts for the entire grant to LF. The Grant Holder is responsible for establishing instructions and principles for financial reporting such that uniform accounting formats and principles are applied by all participants in the grant included in the reporting.
- 5.2.7 Furthermore, the Grant Holder and other participants in the project must comply with the rules currently applicable to the Danish state and the Host Institution or with standard terms and conditions for accounting, vouching, payments, etc. applicable at any other relevant partner. Income and expenses must be documented by the Grant Holder or other persons authorised to do so by the Grant Holder.
- 5.3 Audit and inspection
  - 5.3.1 LF or a representative appointed by LF shall have access, with fair notice and within normal office hours, to inspect the facilities at which the project is being carried out and to review accounting and other documentation which may be considered of significance for evaluation of the project's accounts and for assessment of the project's status and compliance with the conditions of the grant. The Grant Holder and the Host Institution shall provide assistance, to the extent required, during such visits and shall present all relevant documentation.
  - 5.3.2 On allocation of a grant, or up to one year after the project finishes, LF may demand an audit of the accounts for the individual project years and for the final project period by an externally appointed state-authorised public accountant in compliance with generally accepted public auditing practice, international auditing standard and additional requirements under Danish audit regulation. If an audit was not a requirement on the date of the award of the grant, LF will cover reasonable costs for an audit according to prior agreement.

- 5.3.3 The auditor shall verify expenses incurred and any co-financing received against underlying documentation, including laws, other regulations and concluded agreements, and shall recount and check internal consistence. Furthermore, the auditor shall verify whether expenses incurred were approved according to guidelines for approval, whether expenses were incurred in compliance with the conditions of the grant and that transactions included in the presentation of the accounts were made in compliance with both the grant conditions and customary practice.
- 5.3.4 The auditor shall conclude on whether the accounts give a true and fair view of the activities performed compared with the budget. In the case of grants that cover activities performed by participants from institutions other than the Host Institution and/or co-financing partners, the auditor shall check that the costs and co-financing disclosed by the participants for each category are sufficiently documented and correctly recorded in the total accounts and check that costs are placed under the same categories.
- 5.3.5 The auditor shall submit a statement describing the work performed and a conclusion in accordance with rules applicable to the assurance activities of auditors. The independent auditor's opinion must be sent to LF together with the relevant accounts.

## **6 Employee relations and agreements with third parties**

### **6.1 Employment relationship**

- 6.1.1 The Grant Holder and the Host Institution shall ensure that persons allocated to the project are employed according to terms that comply with the legislation in force from time to time as well as guidelines for the Host Institution or another institution at which said persons are employed.

### **6.2 Leaves of absence, etc.**

- 6.2.1 The grant may only cover the direct cost of salaries for persons who contribute actively to the project.
- 6.2.2 Thus, the grant does not cover the salary of a person allocated to the project if the person in question is not contributing to the project due to a leave of absence, or due to termination of the person's employment relationship. If a person allocated to the project is permanently or temporarily unable to contribute to the project, the Grant Holder may, after notifying LF, allocate a substitute to replace the person in question. The Grant Holder may also request LF's consent to extend the project period if it is not possible/appropriate to find a substitute.

### **6.3 Acceptance of terms**

- 6.3.1 The Grant Holder and the Host Institution shall ensure that the researchers, and other persons or third parties connected with the research project, have been acquainted with all relevant sections of the General Terms for Research Grants and the Project-specific Terms.

### **6.4 Changes to the research team**

- 6.4.1 If changes to the composition of the research team affect persons salaried by LF's grant LF shall be notified via the LF application and nomination system, and if such persons are researchers with a leading or key role in the project LF shall provide written consent of the change.

## **7 Equipment**

- 7.1 To the extent that the grant is used for the purchase of equipment, the Host Institution's purchasing rules shall be complied with, and the Host Institution shall ensure that the equipment is clearly and unambiguously marked as belonging to the project for which the grant has been awarded.
- 7.2 Unless otherwise separately agreed, the Host Institution will become the owner of the equipment purchased under the grant and, as such, is responsible for, and shall defray the cost of, regular maintenance and insurance of the equipment during the project's lifetime. Equipment that is purchased for the project with funds provided by the grant shall be made available to the Grant Holder by the Host Institution and may not without LF's prior written consent be used for purposes other than the project for which the funds have been granted. However, equipment may be used by others in accordance with customary 'sharing procedures' at the Host Institution.
- 7.3 If, on the consent of LF and the affected institutions, the Grant Holder changes host institution during the course of the project, the purchased equipment must – in principle and if possible – be relocated together with the Grant Holder. Thus, the new host institution assumes the obligations specified in paragraph 7.2. If it is not practically possible for the equipment to be relocated with the Grant Holder, the Grant Holder must be ensured, by written agreement with the institution at which the equipment is located, the same right to use and same access to the equipment as if the Grant Holder was still attached to the institution.

## **8 Intellectual property rights**

- 8.1 LF recognises that the protection of intellectual property rights is a valuable tool for creating incentive to apply research results to products or methods that will benefit society as a whole, and that scientists and research institutions should, to the extent possible, seek commercialisation of inventions. Therefore, the foundation expects that attempts will be made to maximise the protection of inventions created during projects funded by its grants.
- 8.2 In the case of certain grants, LF will require the right to purchase/license inventions on market terms. In such cases, such requirements will be stipulated in the Project-specific Terms agreed upon with the Grant Holder and the Host Institution.

## **9 Transparency of research - publication and sharing of data and teaching**

- 9.1 It is a basic condition that the research results originating from the project must be disseminated by publication according to internationally recognised good publication practice. It is expected that it is mentioned under "acknowledgements" that the project was carried out with funding provided by LF.
- 9.2 Furthermore, LF expects that the Host Institution and the researchers and other persons or third parties connected with the research project will, without undue delay, provide the broadest possible access to their research results and data, with the fewest possible restrictions.
- 9.3 LF may stipulate that a plan for storage, protection and sharing of data should be prepared as part of the research project.

- 9.4 Research-based teaching on higher education degree programmes is essential to the quality of such programmes. Therefore, it is expected that researchers who have received funding from LF will involve themselves in the Host Institution's educational activities and comply with their teaching obligations at Bachelor, Master and/or PhD level.

## **10 Termination of the grant and repayment**

- 10.1 If LF has not received a request for payment of the grant within two years of the date of award of the said grant, the grant will be revoked. If LF has not received a request for payment of the next instalment of an ongoing grant within two years of payment of the last instalment, the grant will be revoked.
- 10.2 Unused funds must be repaid to LF when the project finishes.
- 10.3 If the terms and conditions for LF's grant are not complied with, the grant will be terminated and LF is entitled to require repayment of funds already paid out.

## **11 Amendment of terms and conditions**

- 11.1 LF reserves the right to amend the General Terms for Research Grants effective from the time at which the Grant Holder and the Host Institution were notified of said amendments.

## **12 Precedence**

- 12.1 In the event of a discrepancy between regulation of a term in the General Terms for Research Grants and any Project-specific Terms, the latter shall take precedence over the General Terms for Research Grants unless otherwise explicitly stated.

## **13 Applicable law and disputes**

- 13.1 Disputes relating to the research grant are governed by, and must be interpreted according to, Danish law, without regard to Danish conflict-of-laws rules. Disputes relating to the research grant must be settled by the ordinary Danish courts in LF's jurisdiction.





The Lundbeck Foundations' grant    xxxxxxxxxxxx (LF's reference number)

I (name, title and institution) hereby declare (i) that I have read and agree to comply with LF's General Terms for Research Grants, and (ii) that (Grant Holder's institution) and any partners on the project have been informed of, and agree to comply with, the terms and conditions.

City \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_ (Grant Holder)

This declaration must be signed and sent by email to LF at [application@LF.com](mailto:application@LF.com) with the following subject line: Declaration regarding application no. [LF's reference no.].