



## ISCC Gernot Klepper Research Award Programme Rules

By applying to or participating in the ISCC Gernot Klepper Research Award Programme (“ISCC-GK Programme”), you agree to the following rules (“Rules”). These Rules are solely between ISCC e.V. (“ISCC,” “we,” “us,” or “our”) and the entity that you represent (“you” or “your”), including the lead researcher/s who applies to the ISCC-GK Programme (the “Principal Investigator”) and any members of the research team. The Principal Investigator is responsible for distributing these rules to all members of the research team before they participate in any research in connection with a proposal funded by the ISCC-GK Programme.

In the event of any discrepancies between different language versions of these Rules, the English version shall prevail.

### I. Eligibility Requirements

To be eligible for an ISCC-GK Programme award (“Award”), the Principal Investigator must be (1) either a full-time faculty member at an accredited academic institution or a permanent researcher at a non-governmental organisation with recognized legal status in their respective country and (2) at or above the age of majority in their jurisdiction of residence at the time of application. Each Principal Investigator is permitted to submit only one proposal to the ISCC-GK Programme per call for proposal period.

By submitting your proposal to the ISCC-GK Programme, you represent that your Principal Investigator:

- (a) is not a paid employee of a government entity (other than an accredited academic institution);
- (b) has not been a director, officer, employee, intern or contractor of ISCC or its affiliates within the 12 months preceding application to the ISCC-GK Programme (“Ineligible Personnel”);
- (c) is not a member of the immediate family or household of Ineligible Personnel

### II. Application Content

By submitting your proposal, you grant ISCC a non-exclusive, royalty-free, worldwide license to use the proposal solely for purposes of review, evaluation and, if applicable, public communication in connection with the ISCC-GK Programme. No proposal to the ISCC-GK Programme may contain any confidential information and no part may be marked as ‘confidential.’ ISCC does not accept any legal obligation (whether of confidentiality, compensation, return or otherwise) with respect to any proposals. ISCC reserves the right to implement competitive, similar, or identical ideas in the future, without restriction or obligation. You understand and acknowledge that ISCC has wide access to technology, designs, and other materials, and may work on and/or develop projects and ideas that may be competitive with, similar to, or identical to your proposal in theme, idea, format or other respects, inclusive. You acknowledge and agree that you will not be entitled to any compensation as a result of ISCC’s use of any such similar or identical material that has or may come to ISCC from other sources.

You represent and warrant that your proposal

- (a) is either your original work or an update to original work;
- (b) does not, to your knowledge, infringe any third-party patent rights; and



(c) does not infringe, misappropriate or otherwise violate any other third-party intellectual property rights (i.e. other than patent rights), including any copyrights, trade secrets, trademarks, contract or licensing rights, rights of publicity or privacy, or moral rights.

### **III. Awards**

Proposals selected for funding will receive an Award payable by means of a bank transfer. Award funding is not extendable or transferable without our written consent, but you may submit new proposals for subsequent ISCC-GK Programme calls.

All Award amounts will be determined by the ISCC Board in its sole discretion. Awards:

(a) will be structured as a one-year unrestricted gift to your Principal Investigator's academic institution or organisation;

(b) will be provided directly to your academic institution or organisation for distribution and management; and

(c) may not be used for indirect expenses which are not incurred solely for your Principal Investigator's research.

You or your academic institution are responsible for any costs and expenses associated with an Award, including overhead or indirect costs. You will be required to complete administrative requirements to process any Award payments, which may include completing tax forms. If your organisation is unable to complete these requirements in a timely manner, ISCC reserves the right to rescind the Award. Any payment from ISCC to you under the Award may be issued by a purchase order. Except where prohibited by law, you are responsible for all taxes (including income tax and value added tax) that may be imposed on you by your local tax authorities.

### **IV. Privacy**

The processing of personal data will be carried out in accordance with the EU General Data Protection Regulation (GDPR) and applicable national data protection laws. You acknowledge and agree that we may collect, store, share, and otherwise use personally identifiable information provided during the ISCC-GK Programme application process, including but not limited to, name, mailing address, phone number, and email address. All personally identifiable information collected is subject to, and will be used in accordance with, the ISCC Privacy Statement, including for administering the ISCC-GK Programme and verifying applicant's identities, addresses, and telephone numbers in the event a proposal is selected for funding. By participating in the ISCC-GK Programme, you consent to the transfer of personal data to Germany for purposes of administering the ISCC-GK Programme, conducting publicity about the ISCC-GK Programme, and additional purposes that are consistent with goals relating to the ISCC-GK Programme. The data controller for information collected by us is ISCC e.V. Hohenzollernring 72, 50672 Cologne, Germany.

### **V. Marketing & Publicity**

Except where prohibited, you consent to our use of your name, likeness, biographical information, and voice in advertising, publicity, trade, and other marketing and promotional materials (including video, audio, and print through all means of distribution) worldwide without compensation, notice or approval, and you disclaim any ownership rights to the content of such materials.



If your funded research results in the publication of a peer-reviewed article, ISCC reserves the right to be named as a funder (at our discretion).

You may acknowledge our support by stating that your research is supported by the ISCC-GK Programme. Any use of the ISCC logo/banner is subject to ISCC System Document 208 Logos and Claims. Any other use of ISCC logos requires ISCC's prior written consent. You must receive ISCC's prior written consent before issuing a press release or making any public disclosure regarding your participation in the ISCC-GK Programme. You agree not to misrepresent or embellish the relationship between us and you. You will not imply any relationship or affiliation between us and you except as expressly permitted by these Rules.

## **VI. Limitation of liability**

YOU ACCEPT THE CONDITIONS STATED IN THESE OFFICIAL RULES, AGREE TO BE BOUND BY THE DECISIONS OF ISCC, AND WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THE ISCC-GK PROGRAMME. EACH RESEARCH TEAM MEMBER, THE PRINCIPAL INVESTIGATOR AND THE PRINCIPAL INVESTIGATOR'S INSTITUTION HEREBY RELEASES ISCC FROM, AND WAIVES ANY AND ALL CLAIMS AGAINST ISCC FOR ANY LOSSES, LIABILITY, AND DAMAGES OF ANY KIND (INCLUDING FOR ANY LOSS OF DATA, LOST PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES) INCURRED OR SUSTAINED IN CONNECTION WITH OR ARISING OUT OF (1) THE ISCC-GK PROGRAMME OR ANY TRAVEL OR ACTIVITY RELATED THERETO, (2) USE OF ANY PROPOSAL OR RIGHTS THEREIN, OR (3) ANY BREACH OF ANY AGREEMENT OR WARRANTY ASSOCIATED WITH THE ISCC-GK PROGRAMME, INCLUDING THESE OFFICIAL RULES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY.

## **VII. Changes**

We may amend any of these rules at our sole discretion by posting the revised terms on the ISCC-GK Programme website. Your continued participation in the ISCC-GK Programme after the effective date of the revised rules constitutes your acceptance of the rules.

## **VIII. Representations and Warranties**

You represent and warrant that:

- (a) your receipt of any Award is neither prohibited nor inconsistent with any applicable laws, regulations, or binding orders, including applicable ethics rules or internal institutional rules;
- (b) you have completed or will complete all legal and ethical requirements necessary to accept the Award;
- (c) your receipt of the Award will not create a conflict of interest for ISCC or its affiliates;
- (d) you are not participating in, nor have any decision-making authority over, any procurements or purchasing decisions involving ISCC or its affiliates on behalf of your organisation; and
- (e) you will properly book and record the Award in your accounting documents in accordance with applicable laws and regulations.
- (f) You undertake to comply with all applicable laws and regulations, in particular with regard to anti-corruption, anti-money laundering and sanctions regulations.



In the event that your representations and warranties under this section are or become inaccurate, you must notify us immediately and any Award your organisation receives will be voidable.

#### **IX. Governing Law**

These Rules shall be governed by and construed in accordance with the laws of Germany. The exclusive place of jurisdiction for all disputes arising out of or in connection with these Rules shall be Cologne, Germany, to the extent legally permissible.