Draft Funding Contract

Zurich, (Datum)

Project No.
Titel

Between Velux Stiftung, Kirchgasse 42, CH-8001 Zürich (the "Foundation") and

Principal Investigator (PI, person accountable to the Foundation)

The following principal investigator ("PI") has to be a permanent employee (e.g. professor, group leader) and to act in a legally binding way on behalf of her or his organisational unit.

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RECITALS

A. The Foundation is a foundation incorporated under the laws of Switzerland domiciled in Zurich, Switzerland and wishes to fund the Project according to the PI's application.
B. The PI is an employee of the [Institution] (the "Institution") and has applied to the Foundation for funding the Project as described in clause 4.
C. The Institution is the employer of the PI and agrees to support the realization of the project as far as it is concerned.

It is agreed as follows:

The PI and the Foundation agree to be bound by this contract and to fulfil their obligations according to the terms and conditions as forth in this contract and the Institution agrees that the PI is authorized to undertake the Project in accordance with the terms and conditions of this contract and agrees to ensure the realization of the Project as far as it is concerned.

1. Date of application
   [..]

2. Approved budget
   max. CHF [..] for [..]

3. Starting & ending date of the Project; duration
   [..]

4. Project description / Project goals / Project plan
   As stated in the application dated [..] (the "Project")

5. Planned activities to transfer findings in science and beyond
   [..]

6. Impact goals and criteria to measure these
   [..]

7. Payment conditions and liability
   a) The approved amount is paid to the [..] (as separate legal entity and not to the state) for realizing the above-mentioned project as described in the request dated [..].
   
   b) The Foundation shall have no responsibility whatsoever for commitments of the PI, financial or other, which the PI will enter into and contract for the realization of the Project. The obligation shall strictly be limited to the payment of the amount mentioned above, and the
PI undertakes to keep the Foundation fully and entirely harmless for the case that anyone, natural persons or legal entities, should advance any claim for whatever reason against the Foundation in Switzerland or in any other country in connection with the Project.

c) Should the PI be under an obligation to pay respectively discharge any taxes, dues or contributions of whatever nature, such taxes or dues shall be at the PI’s charge exclusively, and the PI takes the full responsibility to fulfil all the obligations as to taxation, reporting, social security and the like which might occur in all countries in connection with the realization of the Project.

d) People involved in the Project and financed by the payment of the Foundation are employed by the Institution which accounts and pays for all legally obligated social insurances. Furthermore, the Institution is responsible to cover salary cost in case involved employees cannot perform their job. A corresponding insurance can be paid by the approved budget. The Foundation is particularly not chargeable for any cost or payment concerning a continued payment of wages arising for example from reasons like pregnancy, motherhood, sickness or force majeure like war, natural disasters, epidemics, pandemics etc.

e) The PI will arrange for the opening of a separate sub-account, to which the amount mentioned above will be transferred. The PI makes all the payments for the Project which are to be covered by the approved budget exclusively from this account.

f) The amount will be paid in [...] parts, at the start and after [...] and relevant years. Each payment shall depend on the approval of the scientific and financial interim reports by the Foundation.

g) If a part of the amount should not have been used by [...] + 6months in conformity with the outlined program, the unused portion of the amount will have to be returned to the Foundation.

h) An amount of [10% or min. CHF 20’000] of the approved budget will be retained and only paid out when the final scientific and financial reports are approved by the Foundation. The approval has to be that they are in line with the originally approved Project goals and budget or jointly agreed amendments.

i) The PI shall inform the Foundation in detail about any payment the PI receives from another party for this Project. If such payments or contributions were to cover the same expenditures as the payment of the Foundation, the approved budget will be reduced accordingly. If the Foundation should have paid amounts in excess of what the PI should actually have received from the Foundation, the PI shall be under an obligation to repay the relevant amounts to the Foundation.
j) In case the project results in intellectual property ("Project IP"), the Project IP can be used as follows:

i. Insofar as any devices or services resulting from Project IP will be distributed by any third-party and the Institution has a charitable goal and no financial or other gain, the Institution is open to granting this third-party access to the developed Project IP at minimal cost. Such minimal cost shall take into consideration the amount spent on management and protection of the Project IP.

ii. The Institution will not make any Commercial Use of any Project IP without first consulting with the Foundation. The Foundation may require the sharing of revenues or repayment of a proportion of funds paid to the Institution under this Agreement and the Parties agree to discuss in good faith in order to reach agreement on fair and reasonable terms regarding such repayment or revenue sharing.

iii. Furthermore, the Institution has to repay the donation received from the Foundation if it sells or transfers the Project IP entirely or partially to another legal entity. A transfer of the donation as a loan to this legal entity is possible if the Foundation agrees.

8. Changes in the Project
   a) The approved amount has to be used in strict compliance with the Project plan and the budget. Any change or modifications of the Project goals, the Project plan or the budget have to be approved by the Foundation in advance.

b) The Foundation reserves the right to stop its payments for the project at any time if:
   i. the Project cannot be realized;
   ii. the Project cannot be realized with the amounts granted;
   iii. the Project as described in the interim report does not correspond to the Project that has been approved in essential points;
   iv. the approved amount is not used as it was originally specified; or
   v. other conditions for the realization of the Project have not been observed;
   vi. other serious reasons justify a premature termination of the Project, in particular a material breach of terms and conditions in this contract.
   vii. For payments already made for reasons iii. to vi., the PI is under the obligation to repay the amounts received.

9. Reporting
   a) The PI shall submit a scientific and a financial interim report to the Foundation (for templates see www.veluxstiftung.ch). The financial report includes specific accounting on the reporting
period. The scientific report has to state the progress and the results according to the Project goals, the Project plan and the impact goals. These interim reports are due by [add relevant dates].

b) After the termination of the Project, latest as of [.... +1month], the PI sends the Foundation a final scientific and financial report: The first has to state the results according to the Project goals, the Project plan and the impact goals; the latter clearly shows how the amounts granted were used.

c) Moreover, two years after the termination of the Project, by […+1month] the PI shall provide a brief evaluation report describing the impact of the Project.

d) Each scientific report has to state the activities to transfer the results of the Project to the academic community, stakeholders and the public.

e) The PI reports the findings in articles to the usual scientific journals also in the case the Project is not successful. Additionally, public media have to be informed about the results.

f) The PI sends copies of scientific and public media communication to the Foundation after their publication showing his or her engagement for the transfer of the knowledge created by the Project.

10. References and Additional Obligations

a) The PI mentions the Foundation as ‘Velux Stiftung’ in all acknowledgements. Where possible, the PI mentions and links the ‘Velux Stiftung’ as funder on his or her website. Please do not refer to the Foundation as ‘Velux Foundation’ as this is a different organization.

b) The PI provides the Foundation with communication material: Two pictures and a short text of roughly 10-15 lines explaining the Project and later on its results in popular language free of third-party rights. The Foundation can edit the text based on the application and reports and freely use these documents in online and print media.

c) The Foundation is permitted to communicate to third parties and make references to the PI’s name, the Project and its content in online and print media.

11. Data Protection

The Foundation processes personal data in accordance with applicable data protection laws. The data protection policy applicable in connection with the funding contract is attached as Annex 1. The consent form in which PI may consent to the processing of certain of its personal data is attached as Annex 2.
12. **Formal conditions**

a) The contract is executed in two originals. The PI and the Foundation sign each page of the contract. The commitment to pay to the PI the amount mentioned above becomes valid and binding upon the Foundation only when the Foundation has received the duly countersigned copy of the contract.

b) The contract is subject to and governed by the laws of Switzerland. The ordinary courts of Zurich, venue 1, Switzerland, will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this contract and the PI specifically submit to such jurisdiction.

**Velux Stiftung**

Lykke Ogstrup Lunde  
Chairwoman of the Board

Dr. Lukas von Orelli  
Director

________________________  
Place, Date

(The Institution)

________________________  
Place, Date

(Principal Investigator)  
Principal Investigator

Legal representative on behalf of the (Institution)

________________________  
Place, Date
Annex 1 – Data Protection Policy

This data protection policy applies to the Foundation when it processes personal data of the PI and representatives of the Institution. This policy sets out the obligations of the Foundation and the procedures that are to be followed by the Foundation regarding data protection and the rights of the PI and the representatives of the Institution.

a) The Foundation processes personal data in order to perform its obligations under the funding contract, and to manage the research project relationship with the PI, to perform legal obligations provided by applicable law or for the purpose of other legitimate interests, or in order to comply with a legal duty imposed on the Foundation in connection with applicable laws. Furthermore, the foundation will use your address to send you from time to time information about its activities (like the annual report).

b) The PI gives his / her explicit consent to the Foundation to use the PI’s personal data which is publicly available (e.g. on the Institution’s website) for its homepage, newsletters, publications and similar means of communication by signing the consent form in Annex 2. The PI may withdraw his / her consent at any time. If the Foundation intends to use publicly non-available personal data (excluding personal data according to clause 10 b of the funding contract), the Foundation shall request the prior consent of the PI.

c) The Foundation may collect the following personal data of the PI: name, ID or passport, birth date telephone number(s), mailing address, email address, CV, institution, department, position, academic title and any other information relating to this project.

d) The Foundation may collect the following personal data of the representatives of the Institution: name, contact address, position, department, position, academic title and other information relating to the funding contract and provided by the representative of the Institution.

e) Further details can be found in the Privacy Notice of the Foundation [https://veluxstiftung.ch/wp-content/uploads/Data-Protection-Policy.pdf].
Annex 2 – Consent

By signature, the PI confirms that he / she has taken note of the Data Protection Policy as set forth in Annex 1 and expressly consents to the processing of his personal data according to clause b.

_______________________
(Principal Investigator)
Principal Investigator

_______________________
Place, Date