novo nordisk fonden

Terms and Conditions for grants from the Novo Nordisk Foundation

December 2019

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01. The Novo Nordisk Foundation

The Novo Nordisk Foundation (the ”Foundation”) is a Danish foundation with corporate interests. The Foundation has two objectives: 1) to provide a stable basis for the commercial and research activities of the companies in the Novo Group; and 2) to support scientific, humanitarian and social purposes.

02. Scope

These terms and conditions (the “Terms and Conditions”) apply to grants awarded by the Foundation in open-competition calls facilitated through the Foundation’s application and grant management system, unless otherwise stated in the Grant Agreement. These Terms and Conditions do not apply to grants awarded by the Foundation’s BioInnovation Institute or LIFE.

03. Definitions

The defined terms used in these Terms and Conditions are listed below.

3.1. Administrating Institution

The Administrating Institution is the primary institution or organization with which the Grant Recipient is associated. If the Grant Recipient and the Administrating Institution are not the same person or legal entity, the Administrating Institution must accede to the Grant Agreement.

3.2. Administrative Support

Administrative Support has the meaning as set out in subsection 8.2.

3.3. Administrator

Administrator is a named contact person at the Administrating Institution who will be the primary administrator of the Grant.

3.4. Applicant

The Applicant is the person or legal entity that applies for funding from the Foundation and is registered in the Foundation’s application and grant management system. The Applicant is responsible for the veracity and accuracy of the Grant Application. When a Grant Application is selected to receive funding, the Applicant becomes the Grant Recipient.

3.5. Budget

The Budget must contain all foreseeable expenses related to the project to be supported by the Foundation, that is all expenses requested to be funded by the

Foundation as well as any other resources obtained or to be obtained through Co-funding, investment(s) or any other way.

3.6. Co-applicant

A Co-applicant is a person or a legal entity for whom funding is requested in addition to the Applicant in the Grant Application that undertakes the same rights and obligations as the Applicant or Grant Recipient as applicable. A Co-applicant must accede to the Grant Agreement.

3.7. Co-funding

Co-funding is funding obtained or to be obtained from another party to support the project in question that is also supported by the Foundation. The Applicant or Grant Recipient is required to inform the Foundation of any Co-funding.

3.8. Contact Person

The Contact Person is the employee in the Foundation who oversees the application process and grant administration, including the communication between the Administrating Institution, the Applicant or the Grant Recipient and the Foundation.

3.9. Grant

The Grant is the funding of the project in question that is transferred from the Foundation to the Administrating Institution.

3.10. Grant Agreement

The Grant Agreement is the agreement between the Foundation and the Grant Recipient in which the Foundation informs the Grant Recipient that the Grant is awarded and in which the Grant Recipient accepts the Grant by returning a signed version of the Grant Agreement. The Grant Agreement contains, among other things, the amount of the Grant, the Grant Period and payment information. Specific sections regarding possible changes, exceptions, additional terms and conditions and the like in the Grant Agreement take precedence over these Terms and Conditions.

3.11. Grant Application

The Grant Application is the Applicant's application for funding, including the Budget and any appendices.

3.12. Grant Basis

The Grant Basis consists of the call related to the project in question, these Terms and Conditions, the Grant Application and the Grant Agreement. Any subsequent adjustments or additions related to the Grant that the Foundation approves in writing will become part of the Grant Basis.

3.13. Grant Period

The Grant Period is the duration of the Grant as specified in the Grant Agreement. The Grant must be used during the Grant Period.

3.14. Grant Recipient

The Grant Recipient is the Applicant who, based on the Grant Application, has been selected to receive funding. The Administrating Institution and the Grant Recipient may be the same legal entity in certain cases.

3.15. Non-compliance

Non-compliance has the meaning as set out in subsection 18.1.

3.16. Terms and Conditions

Terms and Conditions has the meaning as set out in section 02.

3.17. The Foundation

The Foundation has the meaning as set out in section 01.

04. General conditions

4.1. The Grant Recipient and the Administrating Institution are obligated to comply with the Grant Basis. By signing the Grant Agreement, the Grant Recipient agrees to these Terms and Conditions. By acceding to the Grant Agreement, the Administrating Institution and the Co-applicants, if any, agree to these Terms and Conditions.

4.2. The Foundation reserves the right to amend these Terms and Conditions.

4.3. The Grant Recipient is responsible for the project supported by the Grant.

4.4. The Grant Recipient must comply with the Foundation's Code of Conduct. The Foundation's Code of Conduct is available on the Foundation's website.

4.5. The Grant Recipient must comply with all applicable legislation, regulations, standards and ethical norms, including handling of data and the relevant national code of conduct for research integrity, if applicable.

4.6. If the Grant is shared among multiple institutions and/or organizations via Co-applicants, such other institutions and/or organizations must accede to the Grant Agreement. The Grant Recipient is responsible for informing these institutions and/or organizations about these Terms and Conditions.

05. Contact with the Foundation

Questions must be addressed to the Contact Person mentioned in the Grant Agreement or to the Foundation at e-mail: nnfond@novo.dk or phone: +45 3527 6600.

The Administrating Institution must inform the Grant Recipient of any communication between the Administrating Institution and the Foundation.

06. Administration of the Grant

The Administrating Institution administers the Grant. The Administrating Institution is responsible for budgeting and staff supported by the Grant. The Administrating Institution is responsible for accounting, auditing and for the Grant Recipient's

compliance with applicable laws and regulation, these Terms and Conditions and the Budget.

The Grant Recipient is responsible for informing the Administrating Institution about these Terms and Conditions.

07. Grant payment

7.1. Request for payment

Payment of all or part of a Grant requires the Administrator to submit a request for payment to the Foundation via the Foundation's application and grant management system.

If the Foundation has not received a request for payment within one year after the Grant Agreement has been sent to the Grant Recipient, the Grant is null and void, unless otherwise stated in the Grant Agreement.

7.2. Payment instalments

The Grant Agreement states whether a Grant will be paid in one or more instalments.

For Grants that are paid in multiple instalments, the Administrator, on behalf of the Grant Recipient, must submit a new request for payment each year before the next budget year. Note that the budget year follows the Grant Period and not the calendar year, unless otherwise stated in the Grant Agreement.

7.3. Payment plan

Based on the approved Budget, the Foundation will generate a payment plan for the Grant Period.

7.4. Payments

The Foundation's payments are made exclusively to the Administrating Institution. In Denmark, payments will be made to the NemKonto/Easy Account belonging to the Administrating Institution.

7.5. Multiple institutions and/or organizations

If the Grant is shared among multiple institutions and/or organizations via Co-applicants, the Grant Recipient is responsible for the transfer of the Grant to these institutions and/or organizations in accordance with the Grant Basis.

08. Use of funds

8.1. Use

The Grant must be used in accordance with the Grant Basis, unless otherwise stated in the Grant Agreement.

8.2. Administrative Support

Administrative support ("Administrative Support") constitutes an amount of up to 5% of the Grant, which may cover administrative expenses that are directly related to the project supported by the Grant, including accounting, controlling, auditing and reporting. The Administrative Support may not exceed the amount included in the Grant Application.

8.3. Overhead

The Foundation does not support overhead expenses, that is expenses that are not directly related to or relevant to the project supported by the Grant.

8.4. Equipment

Equipment that has been acquired by means of the Grant, in accordance with the Grant Basis, belongs to the Administrating Institution.

Equipment must remain at the full disposition of the Grant Recipient for as long as it is being used for the project supported by the Grant, unless otherwise entailed in the Grant Basis.

8.5. Unused funds

Any unused funds must be returned to the Foundation no later than three months after the end of the Grant Period.

Unused funds must be transferred to the Foundation's bank account: reg. no. 3100 and account no. 4475210352. The Administrating Institution must simultaneously confirm in writing to the Foundation that the funds have been transferred.

09. Reporting on the activities

9.1. General

Reporting on the project activities carried out during the Grant Period is required under the Terms and Conditions, unless otherwise stated in the Grant Agreement.

9.2. Web-based reporting system

Reporting on the project activities carried out during the Grant Period must be submitted on a yearly basis via the Foundation's web-based reporting system. The Grant Recipient will be provided with a user name and a password for the web-based reporting system.

The Grant Recipient must stay updated on the Foundation's current reporting policies and deadlines available on the Foundation's website: http://impact.novonordiskfonden.dk/reporting/.

9.3. Reporting period

If the Grant Period is two years or less, reporting must continue annually for three years after the Grant Period ends, unless otherwise stated in the Grant Agreement. If the Grant Period is more than two years, reporting must continue annually for five years after the Grant Period ends.

9.4. Reporting and new grants

The Foundation will not make any payment for a new grant before reporting has been carried out for any ongoing and previous grants.

9.5. Grants paid in multiple instalments

If the Grant is to be paid in multiple instalments, timely reporting must be carried out before another instalment can be paid.

10. Financial reporting

10.1. Financial reporting in general

The Grant Agreement states whether and to what extent financial reporting is required for the Grant.

The Grant Agreement states how the financial reporting must be submitted to the Foundation.

The Foundation uses two types of financial reporting for Grants: 1) annual financial reporting and 2) final financial reporting. Financial reporting must be structured in accordance with the latest approved Budget or with a specific financial reporting template if the Foundation provides one. The financial reporting must account for used and unused funds.

If the Grant Application for the Grant included one or more Co-applicants receiving funding from the Grant, the Grant Recipient is responsible for including the Grant amounts allocated to Co-applicants in the financial reporting.

10.2. Annual financial reporting

If stated in the Grant Agreement, the Administrator must submit an annual financial report for the Grant on behalf of the Grant Recipient by 31 March every year.

The first annual financial report may cover a period of up to 15 months, if the start date of the Grant is within the last three months of a calendar year.

For Grants with one payment, the Administrator is only required to submit a final financial report on behalf of the Grant Recipient in accordance with subsection 10.3.

No separate annual financial report is required for the last calendar year of the Grant Period, since this period is covered by the final financial report if required in the Grant Agreement. The final financial report may cover a period of up to 15 months if the Grant Period ends within the three first months of a calendar year.

10.3. Final financial reporting

If stated in the Grant Agreement, the Administrator must provide a final financial report for the entire Grant Period on behalf of the Grant Recipient no later than three months after the Grant Period ends.

10.4. Financial closing

Within three months after the Grant Period ends, the Administrator must financially close the Grant on behalf of the Grant Recipient either 1) via the Foundation's

application and grant management system or 2) via email to the Contact Person. The total Grant amount used, and any remaining unused funds must be disclosed.

10.5. Funding from another party

If Co-funding is obtained for the same project before or during the Grant Period, the Grant Recipient must inform the Foundation as soon as possible. The Foundation reserves the right to deduct any duplicate amounts from the Grant or to require repayment of such duplicate amounts.

10.6. Submission of financial reports

The Grant Recipient is responsible for submitting the annual and final financial reports in accordance with these Terms and Conditions and the rules and regulations of the Administrating Institution.

11. Auditing

The Foundation reserves the right to initiate an independent audit to determine whether the Grant has been used in accordance with the Grant Basis. The Foundation will pay the costs of any such audit.

12. Changes

12.1. Written approval

Any significant change to the Grant Basis requires prior written approval from the Foundation.

12.2. Significant changes

The following are examples of significant changes for which the Grant Recipient is required to obtain prior written approval from the Foundation:

- a change in the Grant Period;
- a significant deviation in a budget category;
- a change in the purpose of the Grant as stated in the Grant Basis;
- a change of Administrating Institution;
- a change of Grant Recipient (see below in subsection 12.4);
- a change of a Co-applicant; and
- a change of any institution and/or organization receiving all or part of the Grant.

This list is not exhaustive, and the Grant Agreement may contain additional conditions that require prior written approval from the Foundation.

12.3. Request for change

When submitting a request for change, the Grant Recipient is responsible for including all relevant documents and information to the Foundation.

A request for change may comprise items such as:

- a CV and a list of publications for possible new researchers associated with the Grant;
- a description of the change in the purpose of the Grant, if any;
- a description of possible consequences of the change;
- an overview of the budgetary and/or financial consequences; and
- a date and the duration of the desired change.

All requests for change must be submitted via the Foundation's application and grant management system, if possible. If this is not possible, a request for change must be submitted in writing to the Contact Person.

12.4. Change of Grant Recipient

If the Grant Recipient is unable or unwilling to continue as Grant Recipient, the Grant Recipient or the Administrating Institution must notify the Foundation of the situation immediately and initiate a close dialogue with the Foundation in the search for a potential new Grant Recipient. When the Grant Recipient or the Administrating Institution and the Foundation agree on one or more initial candidates, the Grant Recipient or the Administrating Institution are required to nominate a successor to be Grant Recipient within 30 days of the agreement regarding the initial candidates by submitting:

- a report on the status of the Grant relating to the objectives in the Grant Basis, including a financial status report for the Grant;
- an explanation of the change of Grant Recipient; and
- a nominated candidate for the role of Grant Recipient and rationale for how the person fulfils that position.

The Foundation is required to approve or reject the nominated candidate within 30 days after receiving the above documentation. The Foundation has a right to interview the nominated candidate.

If the nominated candidate is approved by the Foundation, the Foundation will issue a new grant agreement for the remaining Grant Period to the new grant recipient. Such agreement will supersede any previous or current agreements governing the Grant.

If the nominated successor is not acceptable to the Foundation, the Foundation may terminate the Grant with 60 days' notice to the Grant Recipient and the Administrating Institution according to the procedure in section 19.

Subsection 12.4 applies to any change of Co-applicant. Subsection 12.4 does not apply for postdoctoral and PhD scholarships.

13. Personal information

13.1. Acceptance of use

By submitting an application to the Foundation, the Applicant consents to the Foundation collecting, processing, and filing personal information, including ORCID, as described in this section.

13.2. ORCID

ORCID is an identifier used to ensure that a Grant Recipient is credited correctly. The Foundation may use data from ORCID to map the scientific and societal impact of the Foundation's grants.

13.3. Rights in relation to personal information

The Foundation processes personal data in connection with processing applications to the Foundation for grants and for the payment of grants awarded. The Foundation complies with the European Union General Data Protection Regulation and Danish legislation. For any questions on the Foundation's processing of personal data, see the privacy notice available on the Foundation's website: http://novonordiskfonden.dk/sites/default/files/privacy_notice_nnf_-_uk.pdf

In relation to the Foundation's processing of personal information, the Grant Recipient has the right to:

- request access to the information being processed on the Grant Recipient;
- object to the processing of the Grant Recipient's personal information; and
- demand correction, deletion or blocking of information that is incorrect, misleading or processed contrary to the applicable regulations.

13.4. Data controller and data processor

The Novo Nordisk Foundation, Tuborg Havnevej 19, DK-2900 Hellerup, Denmark, is the data controller. LXP Consulting (CVR no. 26734673), Arne Jacobsens Allé 16, 3rd floor, DK-2300 Copenhagen S, Denmark, is the data processor and will be able to access and process the personal information on behalf of the Foundation.

14. Employment terms and salaries

14.1. Employment

Employment of the Grant Recipient and personnel supported by the Grant must be carried out in accordance with the regulations, practices and collective agreements applicable to the Administrating Institution. The Foundation is not responsible for the conditions of employment pursuant to the Grant.

14.2. Adjustment of salaries

Salaries for the Grant Recipient and personnel supported by the Grant are required to be contained in the Grant Basis.

The Administrating Institution determines salaries in accordance with its applicable regulations, practices and collective agreements.

If the Foundation submits a request, the Grant Recipient must provide documentation showing that any changes in employee's salaries in accordance with the Grant are solely carried out after evaluation in accordance with applicable regulations, practices and collective agreements of the Administrating Institution.

14.3. Leave of absence

Except for leave to which the Grant Recipient is entitled by legislation such as maternal, paternal, parental and sick leave, the Grant Recipient is prohibited from taking leave from the project supported by the Grant during the Grant Period. If an extension of the Grant Period is desired based on leave, the Grant Recipient must notify the Foundation in writing before such leave can take place.

The Grant does not cover pay for any expenses for any leave to which the Grant Recipient is entitled by legislation, unless otherwise stated in the Grant Agreement.

15. Public communication and publications

The Foundation strives to contribute significantly to research and development that improves the lives of people and the sustainability of society.

The Grant Recipient must ensure that any form of publication or public communication, such as articles, posters, presentations and interviews, that originates from any person or legal entity related to the Grant mentions that the Novo Nordisk Foundation (in Danish: Novo Nordisk Fonden) has supported the project.

The Grant Recipient must ensure that any publication resulting from the project supported by the Foundation mentions the Foundation's grant number, for example: *"The work presented in this article is supported by Novo Nordisk Foundation grant NNF00000000"*.

The Grant Recipient is prohibited from including publications and other research output that do not appropriately acknowledge the support of the Foundation in any reporting about the project to the Foundation.

16. Intellectual property rights

The Foundation will not claim ownership of or rights to any intellectual property generated by the activities the Grant supports.

17. Taxation

The Foundation is not responsible for any matter relating to taxation of the Grant. The Grant Recipient may contact the relevant tax authorities and/or tax advisors for guidance on taxation.

18. Non-compliance

18.1. Returning of funds, terminating, reducing or phasing out the Grant

If the Grant Recipient does not comply with these Terms and Conditions ("Non-compliance"), the Foundation is entitled to:

- reduce or phase out the Grant;
- terminate the Grant; and/or
- require that the Grant is repaid in full or in part.

The above is conditional on the Foundation complying with the provisions of subsection 18.3.

18.2. Examples of Non-compliance

The following are examples of Non-compliance:

- the Grant Recipient makes significant changes without prior written approval from the Foundation;
- the Grant Recipient does not comply with the Grant Basis; and
- the Grant Recipient does not submit reports in accordance with these Terms and Conditions or the Grant Agreement.

18.3. Written formal notice

In the event of Non-compliance, the Foundation may, following an evaluation, send written formal notice to the Grant Recipient and the Administrating Institution stating that the Non-compliance must be corrected within a reasonable time and stating a deadline.

If the Grant Recipient or the Administrating Institution have not corrected the Non-compliance as required by the Foundation, the Foundation may 1) reduce or phase out the Grant, 2) terminate the Grant according to the procedure in section 19 and/or 3) require that the Grant is repaid in full or part.

18.4. Future grants

Future grants awarded to the Grant Recipient by the Foundation may be conditional on the Grant Recipient complying with the Terms and Conditions and any specific condition in relation to previous grants.

19. Consequences of Grant termination

19.1. If the Grant is terminated, the Administrating Institution must terminate all contracts and agreements related to the Grant as soon as possible.

19.2. If the Grant is terminated and if relevant in the specific case, the Foundation will cover the Administrating Institution's costs during the termination notice periods, including labor costs for employees employed pursuant to the Grant corresponding to the costs related to the normal notice periods in their contracts.

20. Choice of law and jurisdiction

20.1. These Terms and Conditions and the Grant Basis are governed by Danish law.

20.2. Any dispute arising out of or in connection with these Terms and Conditions and the Grant Basis, including any disputes regarding the existence, validity or termination thereof, must be settled by arbitration administrated by the Danish Institute of Arbitration in accordance with the rules of arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings commence. The arbitration tribunal must comprise three arbitrators. The place of arbitration must be Copenhagen.

20.3. Regardless of subsection 20.2, the Foundation is entitled to exercise all other powers in accordance with applicable legislation.

21. Confirmation by signing the Grant Agreement

By submitting a signed Grant Agreement to the Foundation, the Grant Recipient confirms the validity of the information in the Grant Basis and that the Grant in the entire Grant Period will be used to support the purpose defined in the Grant Basis within the Budget.

By submitting the signed Grant Agreement, the Grant Recipient, the Administrating Institution, the Co-applicants, if any, and any other relevant institutions and/or organizations accept these Terms and Conditions.

If the Foundation does not receive a signed Grant Agreement within three months after the Grant Recipient has received the Grant Agreement from the Foundation, the Grant is null and void.

www.novonordiskfonden.dk