

[Translator's note: This is the English translation of an original German legal text. In the event of a discrepancy, the German text is binding.]

Non-Binding Template

Cooperation Agreement

between

[Institution]

[Address]

represented by [...]

– hereinafter referred to as "[Institution]" –

and

Higher Education Institution (HEI)

[Address]

represented by [...]

– hereinafter referred to as "[Higher Education Institution, HEI]" –

on Implementing the DFG Code "Guidelines for Safeguarding Good Research Practice"

Preamble

[Name of institution and brief description]

Article 1 Rules of Good Research Practice

On [date], the [HEI] implemented the DFG Code of Conduct "Guidelines for Safeguarding Good Research Practice" with legally binding effect. The corresponding set of rules is annexed to this agreement.

Please select **one** option for implementing the rules of good research practice

- The [Institution] is adopting the rules of the [HEI] for safeguarding of good research practice accordingly in the respective valid version. During this process, the responsibility of the management of the [HEI] shall be replaced by the responsibility of the management of [...].

The [Institution] will oblige its research staff and research support staff to comply with these rules, [e.g. by means of an employment contract or instructions].

The rules will be stated on the website of the [Institution].

- The [Institution] has drafted its own rules for safeguarding good research practice and has obliged its research staff and research support staff to comply with these rules.

The rules were approved by the DFG on [...].

Article 2 Ombuds System

Please select **one** option for the regulation of the ombuds system:

- The ombudsperson(s) of the [HEI] will also be available as contact person(s) to the staff of [Institution] in matters of good research practice.

- The [Institution] will appoint its own ombudsperson(s) to be available to its staff as contact person(s) in matters of good research practice.

The name and contact details of the ombudsperson(s) will be stated on the website of the [Institution].

Alongside access to the local ombudsperson(s), it is also possible to contact the nationwide ombuds committee - "Ombuds Committee for Research Integrity in Germany", whose contact details are also available on the website of the [Institution].

Article 3 Dealing with Scientific Misconduct

Please select **one** option for establishing a commission for the investigation of allegations of scientific misconduct:

- The commission for the investigation of allegations of scientific misconduct of the [HEI] will also be available to [Institution].

If allegations of scientific misconduct are raised against staff members of the [Institution], the respectively valid rules of the [HEI] will apply accordingly during the carrying out

of the procedure. During this process, the responsibility of the management of the [HEI] shall be replaced by the responsibility of the management of the [Institution].

[In case the institution has its own ombudsperson(s)]

In view of the stated regulations, suspected cases will be reported to the investigative commission of the [HEI] by the ombudsperson of the [Institution]. The subsequent procedure will be determined in accordance with the rules of the [HEI].

[Optional]

The ombudspersons of the [Institution] are entitled to participate in the meetings of the investigating commission in an advisory capacity. Following a request, the ombudspersons of the Institution must provide the investigating commission with the necessary information. Recruitment decisions, investigation reports and other necessary documents will be provided to the management of the [Institution] following completion of the procedure led by the investigating commission.

- The [Institution] will deploy its own commission in order to investigate allegations of scientific misconduct.

If allegations of scientific misconduct are raised against staff members of [Institution], the respectively valid rules of the [HEI] will apply accordingly during the carrying out of the procedure. During this process, the responsibility of the management of the [HEI] shall be replaced by the responsibility of the management of the [Institution].

Article 4 Period of Validity and Entry into Force

This agreement is hereby being concluded for an indefinite period of time. This agreement will take effect on *[date]*.

Article 5 Obligation towards the DFG

The parties hereby acknowledge that their obligations under the aforementioned cooperation agreement are binding, also towards the Deutsche Forschungsgemeinschaft (DFG, German Research Foundation).

[Place, date, signature]

[Institution management]

[Place, date, signature]

[HEI management]

Further Optional Areas of Regulation

Only the above-mentioned aspects need to be bindingly regulated and declared to the DFG by the cooperation partners. In view of the internal relationship between the cooperation partners, further regulation may be needed; however, it is not mandatory for such content to be communicated to the DFG. As an example, the following areas could be subject to regulation:

Payment of Costs

A higher education institution assumes tasks in scientific self-governance for the cooperating institution that involve the expenditure of resources. The DFG member organisations have in principle consented to assume the aforementioned tasks as part of the implementation of the DFG Code "Guidelines for Safeguarding Good Research Practice" 2019.

In this respect, the institutions can come to an agreement concerning the bearing of costs.

The [Institution] undertakes to pay a lump sum of [...] per year for the use of the resources of the [HEI]. Moreover, in individual cases that are particularly time-consuming, the [HEI] reserves the right to charge a higher amount based on actual expenditure.

Data Processing Agreement

Personal data may be processed during the respective procedures. This may require an agreement in accordance with Art. 26 or Art. 28 GDPR.