

Fellowship Agreement

within the

Collaborative Research Center (CRC) 1173:
“Wave phenomena: analyses and numerics”

at Karlsruhe Institute of Technology (KIT)

Karlsruhe Institute of Technology,

Kaiserstraße 12, 76131 Karlsruhe, Germany

– hereinafter referred to as KIT –

awards to

born on:

Anschrift:

Germany:

– hereinafter referred to as Fellow –

a grant financed by the German Research Foundation DFG e.V. through funds of the Federal Ministry of Education and Research, Federal Republic of Germany in accordance with the:

- Workflow Fellowships am CRC (attachment 1) and the Ordnung des Sonderforschungsbereichs 1173 „Wellenphänomene“ (KIT Statute on the CRC 1173), official announcement of KIT No. 45 in 2015 as of July 1, 2015, https://www.sle.kit.edu/amtlicheBekanntmachungen_6924.php,
- Verwendungsrichtlinien für Sonderforschungsbereiche mit Regeln guter wissenschaftlicher Praxis (DFG-Vordruck 5.01, attachment 2, see subsection I. 4. d. et alt.) and
- Verwendungsrichtlinien Graduiertenkolleg (DFG-Vordruck 2.22, attachment 3, see subsection 4.2 and 4.2.4.1.1)

hereinafter collectively referred to as “the Fellowship Regulation” (German: Stipendienrichtlinie).

As regards the funding and period of the grant, the KIT and the Fellow agree as follows:

Article 1 –Purpose of the Grant

For the period of the grant, the Fellow will research on the topic of “Effective characterization of optical metamaterials beyond a local response”.

Article 2 – Amount of the Grant

(1) Subject to funding by DFG e.V. to KIT, the Fellow receives a monthly grant for subsistence in the amount of EUR 1.365,00 according to the Fellowship Regulations.

The grant amount may be adapted anytime to changed circumstances in accordance with the Fellowship Regulations. The Fellow shall inform KIT immediately of such changed circumstances.

(2) Subject to funding by DFG e.V. to KIT, the Fellow additionally receives a monthly allowance for direct project costs in the amount of EUR 103,00.

(3) The total grant according to Article 2 (1) and (2) shall not exceed **EUR 1.468** per month.

Article 3 – Grant Period

(1) The Fellowship is granted for a period of 6 months starting November 15, 2019 or later upon arrival of the Fellow in Karlsruhe and provided that the Fellow has obtained corresponding VISA.

(2) The grant will be terminated prematurely, if the Fellow abandons his/her research.

Article 4 - Payment

KIT transfers the amount of the grant monthly to a bank account in Germany or another EU country. The account data will be provided by the Fellow in writing to Ms. Lauffer, contact via admin@waves.kit.edu.

Article 5 – Taxation and Social Insurance, Employment Parallel to the Grant

(1) The grant will not create any work, service, or other employment relationship with KIT. The Fellow is responsible for the payment of taxes and social security contributions in Germany and abroad and indemnifies KIT against all claims of third parties. According to Art. 3, No. 44, Income Tax Act (EStG), the grant may be tax-exempted if the competent tax office considers the Fellowship Regulations to be sufficient. The final assessment, however, will be made by the responsible Tax Office. The decision of whether the grant is tax-exempt is made by the Tax Office that is responsible for the KIT’s corporation tax assessment (for the KIT – Finanzamt Karlsruhe-Stadt (Karlsruhe City Tax Office)). On request of the Grant Recipient or his/her Tax Office, the Tax Office for KIT will assess whether the Fellowship regulation is meeting the conditions specified in Art. 3, No. 44, cl. 3, a and b, EStG or not.

(2) KIT will submit to the responsible Tax Office a control report on the respective payment according to the “Verordnung über Mitteilungen an die Finanzbehörden durch andere Behörden und öffentlich-rechtliche Rundfunkanstalten (Regulations on Reports to Tax Offices by Other Public Authorities and Public Service Broadcasters),” last amended on December 23, 2003. KIT hereby informs the Fellow about his/her accounting and declaration obligations with respect to taxation.

- (3) As regards employment parallel to the grant, including reporting obligations and taxable income, it is referred to the Fellowship Regulations of KIT.

Article 6 – Obligations of the Fellow

- (1) When accepting a grant, the Fellow is obliged
- a. to concentrate on the research, for which the grant is provided,
 - b. to comply with the Rules for Safeguarding Good Scientific Practice at KIT, published and announced on November 27, 2014, https://www.kit.edu/downloads/gute_wiss_praxis_en.pdf,
 - c. to participate in network meetings and discussion invited to by the research group of Prof. Dr. Rockstuhl,
 - d. to inform KIT unrequested about changes that might affect the award or amount of the grant (e.g. exceeding the income limit of EUR 6.000 per year) or whenever the project is suspended, modified, completed / terminated prematurely,
 - e. to fulfill all collaboration obligations and to furnish the proofs required for the grant,
 - f. to observe the house rights and safety-relevant regulations of KIT.
- (2) When accepting the grant, the Fellow is not obliged to work as an employee for KIT nor to render a scientific or artistic service in return.
- (3) In case scientific findings are obtained within the framework of the grant, these shall be published in suitable form. The Executive Board of CRC 1173 shall be informed about the planned publication. In the publication it is to be referred to the funding by KIT in an appropriate form; the Executive Board can make recommendations in this respect.

Article 7 – Insurance

The Fellow is responsible for his/her health insurance during the grant period. Conclusion of a private liability and an accident insurance policy is highly recommended.

Article 8 – Termination

- (1) The grant may be revoked by KIT in the following cases:
- a) when the grant was awarded based on incorrect or incomplete data given by the Fellow,
 - b) when the Fellow receives funds for the same project from public or private institutions,
 - c) when and as of the moment at which the Fellow starts a sideline job that is not compatible with the grant,
 - d) when the Fellow does not use the complete grant or part of the grant for the purpose specified,
 - e) when the Fellow has seriously violated the Rules for Safeguarding Good Scientific Practice in the project funded, which has been asserted by the KIT in a completed procedure according to the currently valid Rules of KIT for Safeguarding Good Scientific Practice,
 - f) when the Fellow has seriously violated his/her other obligations resulting from the grant.
- (2) In case of a revocation of the grant, all payments will be terminated with effect from the date given in the revocation.

- (3) KIT has the right to terminate this agreement for an important reason. An important reason in particular is the termination or reduction of payment of the funding to KIT.
- (4) In principle, the grant also is revoked when it has not been used in the year after it was awarded.
- (5) In the case of a revocation of the grant or termination of the grant for other reasons, the Fellow is obliged to return to KIT all payments made after the termination.

Article 9 – Confidentiality

- (1) "Information" shall by any communicated and disclosed protected or unprotected technical and/or business information in writing or other form, including intentions, experience, findings, reports, drafts, samples, prototypes, objects and software, as well as research and development results, which is/are communicated by KIT or a third party at KIT.
- (2) The Fellow is obliged to treat as confidential and not to disclose to third parties any and all information and objects received from KIT for a period of up to ten years after termination of this agreement or withdrawal from this agreement. The Fellow shall be obliged in particular not to disclose the information obtained either completely or partly for own or other commercial or scientific purposes or to third parties.

Article 10 – Liability

- (1) KIT shall be liable only for property damage and financial loss caused by intent or gross negligence.
- (2) Deviating from Subparagraph (1) in case of violation of essential contractual obligations KIT shall be liable for intent and negligence.
- (3) Essential contractual obligations shall be obligations that protect the contracting Parties' essential contractual legal positions to be conferred on them in accordance with the content and purpose of this Agreement. Essential contractual obligations shall also be obligations, the fulfillment of which makes the proper execution of this Agreement possible and on the observation of which the contracting Party should regularly be able to rely.
- (4) Deviating from Subparagraph (2) in case of violation of essential contractual obligations the liability shall be limited to damage foreseeable and typical of this type of agreement.
- (5) The limitations/exclusions of liability shall not apply to claims under the German Product Liability Act (Produkthaftungsgesetz), on account of fraudulent behavior, liability for guaranteed characteristics and injury to life, body or health.

Article 11 – Concluding Provisions

- (1) Any amendments and modifications of this agreement shall be in writing to be effective. This requirement shall be waived in writing only.
- (2) Should any provision of this agreement be or become ineffective, this will not affect the validity of the remaining provisions. The partners shall be obliged to retroactively replace ineffective provisions by effective provisions, the meaning and purpose of which are closest to those of the original provision. The same shall apply accordingly to an undesired gap.
- (3) This agreement is subject to German law. The legal venue is Karlsruhe.

Karlsruhe,

KIT legal affairs

For acknowledgement:

Prof. Dr. Marlis Hochbruck, as Speaker of the CRC 1173

Fellow