



# **Guidelines for the granting and implementation of scholarships of the Peter und Traudl Engelhorn Foundation for the promotion of Life Sciences**

(version of 2013, Aug 30th, revised and released 2017, July 01)

## **Preamble**

The Peter und Traudl Engelhorn Foundation, hereinafter called "the Foundation" , will share in the scientific exploitation of the results of the research promoted with the scholarship for the purpose of maintaining and – insofar as possible – increasing the Foundation's assets. As to that, the parties agree on the following:

## **§ 1**

- (1) The scholarship holder is obligated, during the performance of his/her research activity, to adhere to the criteria of *good scientific practice* according to the DFG guidelines (s. [www.dfg.de/foerder/gute\\_praxis.html](http://www.dfg.de/foerder/gute_praxis.html)).
- (2) The scholarship holder shall inform the Foundation on June 30th and December 31th of every year or upon completion of the scholarship about the work performed and the results within the scope of the research program promoted with the scholarship.

## **§ 2**

- (1) The scholarship holder shall inform the Foundation at least two months before any oral or written publication intended by either the scholarship holder or one of his/her cooperators or before the registration of an industrial property right (patent or registered design) for work completed by the scholarship holder alone or in cooperation with third parties and the results thereof within the scope of the research program promoted by the scholarship and shall present the appropriate documentation.
- (2) Insofar as a cooperator has made an essential contribution to these results which are to be deemed as worthy of protection as intellectual property, the report should clarify which part of the work was completed by the scholarship holder



and which part by the cooperator and which results are to be attributed to this work.

- (3) Should the Foundation be of the opinion that the results of this work can be used commercially and protected by patent or registered design, then it shall inform the scholarship holder of this as quickly as possible and arrange for the preparation and submission of appropriate intellectual property applications domestically and – insofar as expedient – abroad in the name of the Foundation.
- (4) If cooperators are involved in such a patentable development, then their consent or the consent of their employer, insofar as applicable, must be obtained for the intellectual property application or the Foundation must be supported in obtaining said consent.
- (5) The scholarship holder shall support the Foundation in the preparation of and follow-up to any intellectual property application by providing all required explanations, procuring information, providing advice and, if necessary, with experiments.
- (6) The costs for this and for the follow-up to the applications and the maintenance thereof and the therefore granted intellectual property rights shall be borne by the Foundation, proportionally as the case may be.
- (7) If the scholarship holder receives notification pursuant to § 1, Subparagraph 4, then the planned publication may be published only after the appropriate intellectual property application has been submitted to a patent office and a priority right has been established.
- (8) Should the Foundation, for whatever reason, no longer be interested in the maintenance of completed intellectual property applications pursuant to § 1 (4) and the therefore granted intellectual property rights, then it shall offer them to the scholarship holder at his/her expense at a term of 2 months.
- (9) If the scholarship holder does not accept this offer within that period, then the Foundation shall be entitled to drop the offer or abandon the intellectual property rights without any rights of the scholarship holder in them remaining in effect.
- (10) The Foundation is not obligated to assume any costs incurred after the offer for reassignment has been made.
- (11) Costs incurred before the offer of reassignment was made shall be borne by the Foundation.

### **§ 3**

- (1) The Foundation shall likewise attempt to find commercial exploitation for the item of the intellectual property rights in accordance with § 1.



- (2) In the event of the use of an intellectual property right in accordance with § 3, the scholarship holder shall receive 2/3 (66.67 %) of the share of the sums left over after deduction of the expenses for the intellectual property rights and the use for the share of the inventions which can be attributed to the research project financed by the Foundation within the scope of the scholarship. The remaining third shall be accrued to the Foundation.
- (3) Should be sums accrued to the Foundation pursuant to § 5 exceed 150 % of the scholarship, then the share of the scholarship holder shall be raised to 80 %. The share of the Foundation will then be reduced to 20 %, in each case based on the sums newly received after reaching 150 % backflow.

#### § 4

- (1) The Foundation intends to enable interaction between active scholarship holders and alumni. The scholarship holder consents to name, work (institute) address as well as function being included in a scholarship holder / alumni file and agrees to the use for the above named purpose.
- (2) The scholarship holder is obligated to treat as confidential the data that comes to the attention of the former and to use them for the purpose of scientific exchange only.

Noted with approval:

.....  
City, Date

.....  
Signature of scholarship holder

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