

European XFEL Young Scientist Award – Terms

28 October 2021

1. Organizer

The organizer of the European XFEL Young Scientist Award is

European X-Ray Free-Electron Laser Facility GmbH
Holzkoppel 4
22869 Schenefeld, Germany

(“European XFEL GmbH”).

2. European XFEL Young Scientist Award

- 2.1. European XFEL GmbH is inviting nominations for the European XFEL Young Scientist Award (“**Young Scientist Award**”), which aims to recognize outstanding contributions of young researchers in the early stages of their career to research at the European XFEL facility.
- 2.2. The following terms for the Young Scientist Award (“**Terms**”) apply exclusively for candidates who are nominated for the award (“**Nominee**”) and for the person who they have been nominated by (“**Nominator**”; “**Nominee**” and “**Nominator**” together “**Participants**”).
- 2.3. Further information regarding the Young Scientist Award can be accessed at https://www.xfel.eu/users/user_events/users_meetings/2022_users_meeting/young_scientist_award/index_eng.html
- 2.4. Participants will be notified of amendments of these Terms via email. If the Participants do not object an amendment within four weeks after receipt of notification, the amendments shall be deemed as accepted by the Participants. The Participants will be separately made aware of the right of objection and the legal consequences of the reticence in the case of an amendment of the Terms.

3. Nomination and Nomination Deadline

- 3.1. Any natural person which fulfills the following requirements (hereinafter referred to as “**Participant**”) may be nominated by a Nominator:
 - 3.1.1. Nominees must have completed their PhD less than 6 years before the call for Nomination Deadline; and
 - 3.1.2. Nominees must not yet be appointed to a tenured professorship position.
- 3.2. The Nominator shall submit the following information about the respective Nominee to European XFEL GmbH:

Name, title, email address, organization, motivation for the nomination, including qualifications, CV, recommendation letter(s) and further information as required by the respective interface for a nomination.

- 3.3. The nomination for the Young Scientist Award starts on 29 October at 12:00 and ends on 15 December 2021 at 23:59 ("**Nomination Deadline**"). Nominations after the end or before the beginning of this period will not be considered.
- 3.4. Participation in the Young Scientist Award is free of charge for both Nominees and Nominators.

4. Winner Selection process

- 4.1. European XFEL GmbH shall review the nominations and the compliance of the nominations with the Terms, in particular to ensure that the nomination process is in line with the Terms and to safeguard that no self-nominations take place.
- 4.2. European XFEL GmbH will contact the Nominees and ask them for confirmation that they wish to be part of the Young Scientist Award and accept these Terms and acknowledge the Privacy Notice. If such confirmation is not received by European XFEL GmbH within 3 business days from the date of the request, the nomination becomes invalid. After acceptance by the respective Nominee, the Nominee shall participate in the Young Scientist Award selection in accordance with the Terms.
- 4.3. The User Organization Executive Committee shall review the Nominees after the Nomination deadline within a maximum of 4 weeks and select the winner inter alia on the basis of the following criteria (a Nominee selected as a winner hereinafter "**Winner**"):

Nominees should have demonstrated scientific leadership through major contributions to beamtimes, improvements to the facility, data analysis and/or interpretation by means of theory or modelling. While these qualifications generally result in peer-reviewed publications, European XFEL GmbH would like to encourage people to share exciting new results and will also consider candidates whose results are so far unpublished.

The principle of equal opportunity regarding disabilities, diversity, gender equity will be applied in the selection process. Nominations striving to showcase the work of female researchers and nominees with disabilities are encouraged.

The processing of the Nominees' data by the User Organization Executive Committee is subject to confidentiality and limited to the purpose of the Winner selection.

Nominees' data may not be transferred to third parties by the User Organization Executive Committee.

- 4.4. In case members of the User Organization Executive Committee are nominated for the Award, they will be automatically excluded from any discussion and information about other nominees and from the selection process.
- 4.5. In case members of the User Organization Executive Committee act as nominators for this Award, they will be excluded from the participation in the selection process.
- 4.6. Exclusion from the selection process applies for every conflict of interest that may arise. Indicatively, a conflict of interest may arise:

- In case User Organization Executive Committee members are from the same research organization as one or more nominees or they have a collaboration or common research project.
- In case User Organization Executive Committee members have any commercial, financial, or political interest (e.g. they are involved in an organization or a project that may benefit, directly or indirectly, from any decision made).
- In case User Organization Executive Committee members have a close personal link (e.g. family) to one or more nominees.

Declarations about conflicts of interests must be made at the beginning of the selection process within the User Organization Executive Committee.

5. Prizes and notification

- 5.1. The Winner will be notified by European XFEL GmbH after selection by the User Organization's Executive Committee.
- 5.2. If a Winner does not get back to European XFEL GmbH after notification within 10 days, the prize may be forfeited and the selection process may start again for the remaining Nominees.
- 5.3. The Winner will receive a monetary prize and be invited to give a talk at the European XFEL Users' Meeting. The details in regards to the meeting shall be set forth between European XFEL GmbH and the respective Winner in due course.
- 5.4. In addition, an award plate will also be provided to the Winner. In case of 'in-person' participation by Winner in the European XFEL Users' Meeting, if he/she is not based in Hamburg or Schenefeld, travel and accommodation funding following the rules for meeting speakers at European XFEL GmbH will be provided.
- 5.5. European XFEL GmbH shall announce the Winner of the Young Scientist Award (including name and his or her affiliation and research information) on European XFEL GmbH's website. For this announcement, the Winner shall provide European XFEL GmbH with a digital photo ("**Photo**") and grant European XFEL GmbH the rights as set out in Section 6 below.
- 5.6. The prize will be transferred via bank transfer to the Winner's bank account. It is not possible to collect the prize in cash. It is also not possible to transfer prizes to other persons. A Winner may, however, waive the prize.
- 5.7. The Winner is solely responsible for the taxation of the prize.
- 5.8. This activity is not employment and it is not subject to social insurance.

6. Right of use

- 6.1. For the announcement of the Winner as set out above, the Winner hereby grant to European XFEL GmbH the non-exclusive, non-transferable right to use and to copy the Photo without limitation in time, in connection with the Young Scientist Award and subject to the Terms for the notification of the Winner on European XFEL GmbH's website, for related press releases, for activity reports (e.g. Annual Report, Newsletters) and for posts via social media.

- 6.2. The rights of use are granted by the Nominees to European XFEL GmbH free of charge.

7. Exclusion and termination of the Young Scientist Award

- 7.1. European XFEL GmbH has the right to exclude both Nominees and Nominators without notice from participation, in particular
 - 7.1.1. if they do not fulfil the obligations set out in these Terms;
 - 7.1.2. if they attempt to manipulate the results of the Young Scientist Award and its procedure; and/or
 - 7.1.3. if they behave in any other abusive manner.
- 7.2. European XFEL GmbH reserves the right to terminate the Young Scientist Award in whole or in part at any time before the end of the participation period without giving reasons or to change its execution. This applies in particular if it is not possible to carry out the Young Scientist Award as planned for technical, legal or factual reasons.

8. Liability

- 8.1. European XFEL GmbH is liable for intent and gross negligence.
- 8.2. Further, European XFEL GmbH is liable for the negligent breach of obligations, whose fulfillment is essential to enable the ordinary implementation of the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance the Participants may rely on regularly. In the last-mentioned case, European XFEL GmbH is only liable for the foreseeable, typical contractual damage. The same applies to breaches of duty by vicarious agents of European XFEL GmbH.
- 8.3. The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability law remains unaffected.

9. Data protection

Information on the processing and protection of personal data by the European XFEL GmbH can be found in the Privacy Notice on our homepage: https://www.xfel.eu/users/user_events/users_meetings/2022_users_meeting/young_scientist_award/index_eng.html

10. Miscellaneous

- 10.1. Amendments or supplements of these Terms require the written form to be binding. This also applies to the annulment of this written form requirement.
- 10.2. The law of the Federal Republic of Germany shall apply.

- 10.3. The courts of Hamburg shall have exclusive jurisdiction for disputes in connection with the Terms.
- 10.4. If individual provisions of these Terms are ineffective, statutory laws, the Terms as a whole remain unaffected. The contractual parties shall amicably decide to replace the ineffective provision by a legally effective provision, which comes closest to the commercial purpose of the ineffective one. The aforementioned provision shall accordingly apply in case of gaps.