STAFF RULES AND REGULATIONS

(WITH APPENDICES)

11 June 2002

International Institute for Applied Systems Analysis

STAFF RULES AND REGULATIONS

(WITH APPENDICES)

11 June 2002

CONTENTS

Preamb	le	1
I	Duties, Obligations, and Privileges	2
II	Classification of Posts and Staff	4
III	Salaries and Allowances	4
IV	Appointment, Promotion, and Transfer	5
V	Leave	6
VI	Social Security	8
VII	Travel and Transportation	9
VIII	Separation from Service	12
IX	Disciplinary Measures	13
X	Staff Relations	13
XI	General Provisions	13
	Appendices	14
•	Copyright Policy	15
•	Patent Policy	17
•	Conflict of Interest Policy	19
•	Scientific Publications Policy	22
•	Software Policy	30

Preamble

- (a) Staff Members of the International Institute for Applied Systems Analysis (IIASA) shall adopt the goals of the Institute, which include increasing international understanding and the use of applied systems analysis for the good of humankind. In pursuit of these goals, the staff should endeavor to maintain the highest standards of professional conduct and objective scientific inquiry.
- (b) The Staff Regulations embody the basic conditions of service and the rights, duties, and obligations of IIASA Staff Members and shall be approved by the Council of the Institute.
- (c) The Staff Rules supplement and interpret the Staff Regulations as deemed necessary by the Director and constitute the only authorized interpretation of the Staff Regulations.
- (d) The Director shall make such amendments to the Staff Rules as he* considers necessary and shall report any such amendments at the next meeting of the Council.
- (e) The laws of the Republic of Austria shall bind the Institute and its Staff Members.

Definitions

Staff Members: Persons holding appointments at the Institute who have assumed their duties. Staff Members may be either Employees or Associates.

- a. Employees: Persons holding a contract of employment, which may be for a fixed or indefinite term and for a full- or part-time job.
- b. Associates: Persons who have accepted an offer of association, that is, Guest Research Scholars, Guest Research Assistants, Scholarship Holders, Participants in the Young

^{*} The masculine pronoun is used here and throughout as a linguistic convenience.

Note: The Staff Regulations, which appear in roman type, were approved by the IIASA Council in June 2002; the Staff Rules, which appear in italic type, were revised and approved by the Director of the Institute in June 2002.

Scientists Summer Program (YSSP), Fee Contractors, and Honorary Scholars.

The Staff Regulations are applicable to all categories of Staff Members of the Institute.

The Staff Rules (with Appendices) are applicable to Employees of the Institute. Additional guidelines can be found in the IIASA Handbook.

The Staff Rules do not apply to Associates, who should consult the Regulations and Guidelines for IIASA Associates.

Some benefits, as described below, are available to dependents, who are defined as follows:

Dependents: The spouse and children of an Employee

a. Spouse: A husband or wife.

b. Child: If an Employee supports a child, the child will be con-sidered

a dependent if he is unmarried and under 18 years of age, or regardless of age, if incapacitated for work owing to a long-term mental or physical handicap, or if under 27 years

of age and engaged in full-time education.

I Duties, Obligations, and Privileges

1.1 Staff Members of the Institute shall carry out their official duties so as to promote the goals and best interests of the Institute.

The Director may, in consistency with Austrian law, require a Staff Member to compensate the Institute for any financial loss suffered as a result of his negligence or violation of a Regulation, Rule, or administrative procedure.

- 1.2 Staff Members are subject to the authority of the Director and to assignment by him, with due regard to their qualifications and experience, to any post in the Institute. They are responsible to him or to such persons as he may designate in the exercise of their functions.
- 1.2.1 The Director shall determine the hours of work in accordance with Austrian law.

The normal working hours are 40 per week. Unless otherwise instructed by the Director or by their respective supervisors, Employees shall normally work from 8:30 to 17:30, Monday to Thursday, and from 8:30 to 15:00 on Friday, with half an hour for lunch each day. Exceptions may be made on an individual basis. The Institute observes Austrian public holidays. Unauthorized absence may lead to disciplinary action.

- 1.3 In the performance of their duties, Staff Members of the Institute shall neither seek nor accept instructions from any national government, national or international agency, or any other authority external to the Institute without the prior approval of the Director.
- 1.4 During the period of appointment, a Staff Member shall not engage in any new regular outside occupation without prior approval from the Director. He shall not hold a new office in any association whose aims or activities are closely related to those of the Institute without prior approval in writing from the Director. Any Staff Member who has occasion to deal in his official capacity with any matter involving a company, partnership, or other business concern in which he has an interest shall disclose the nature and measure of that interest to the Director (see relevant section in Appendices).
- 1.5 Publication of Staff Members' scientific results shall be in accordance with the IIASA Scientific Publications Policy (see relevant section in Appendices).
- 1.6 Staff Members shall not make statements to or appear in the public media (e.g., press, radio, television, film) with regard to IIASA activities without first informing the Director, except where these pertain to their own areas of responsibility. They should in no case make statements representing Institute policy without the Director's approval. Statements made by Staff Members do not necessarily represent the views or opinions of IIASA, its National Member Organizations, or other organizations supporting IIASA activities.
- 1.7 All rights, title, and interest, including copyright and patent rights, in any material produced by a Staff Member in connection with his work at IIASA shall be regulated by the Patent and Copyright Policies approved by the Council (see relevant section in Appendices).

II Classification of Posts and Staff

2.1 The Director shall make provision for the classification of posts and staff according to the nature of the duties and responsibilities required.

Posts other than those of Director and Deputy Director are classified as follows:

- a. Scientific, comprising Research Scholars and Research Assistants
- b. Professional
- c. General Service

III Salaries and Allowances

3.1 The salaries applicable to the various posts on the staff shall be determined by the Director. For this purpose the Director shall draw up a scale of salaries, which shall be reported to the Council annually.

Salaries

Salaries and other emoluments shall be paid in euros by the end of each month.

Overtime

Employees may be asked to work overtime when necessary. Compensation for overtime is paid only to Employees in Levels 1 through 7 of the General Service category. Employees in the Scientific and Professional categories and in Level 8 of the General Service category shall not receive additional compensation for overtime. Employees who are entitled to receive monetary overtime compensation are obliged to forward the approved overtime sheets for any overtime worked during a given month to the Personnel Services Department not later than the 5th day of the following month. Monetary compensation for the overtime reported will be paid together with the salary for that month.

Installation Allowance

- a. An Employee is entitled to an installation allowance for himself and his dependents if the recognized place of recruitment is outside Austria and no residential accommodation is available upon arrival.
- b. The installation allowance is paid only for days during which the Employee and his dependents have no residential accommodation, up to a maximum of 21 days.

Deductions and Contributions

The appropriate amounts under the following headings are deducted from total monthly payments due to Employees:

- a. Contributions to the medical insurance scheme, where applicable
- b. Payments for indebtedness to the Institute
- c. Contributions to the Staff Association Fund
- d. Social security, where applicable
- e. Contributions to the Retirement Benefits Plan (RBP), where applicable

Salary Advances

- a. A salary advance may be granted only in exceptional cases and with the approval of the Director.
- b. The amount of an advance shall not exceed one month's salary and must be repaid in full within three calendar months or by the date the appointment expires, whichever comes first.
- 3.2 The Director shall have the power to make special allowances to members of the staff for distinguished achievements during performance of their duties.

IV Appointment, Promotion, and Transfer

Information Required of Appointees

Candidates shall, on appointment, supply such personal details as may be required by the Institute to complete administrative arrangements in connection with their employment. They shall notify the Personnel Services Department promptly in writing of any subsequent changes in such details. This requirement continues after they have become Employees.

Recognized Place of Recruitment

- a. The recognized place of recruitment is the place where the Employee lived prior to joining the Institute.
- b. Not more than one recognized place of recruitment will be accepted by the Director for each Employee.

Performance Reviews

The performance of all Employees is reviewed annually or more often to consider contract extensions, salary adjustments, and related personnel matters. For Professional and Scientific staff, contract extensions are generally considered six months before expiration, but must be decided not later than three months before expiration of the contract. For details consult the relevant Personnel Procedures for IIASA Staff in the IIASA Handbook.

V Leave

- 5.1 Employees shall be granted annual leave in accordance with Austrian law and arrangements made by the Director.
- 5.2 Special leave may be authorized by the Director in exceptional cases.

Annual Leave

- a. Annual paid leave is granted to Employees at the rate of 25 working days for each year of service. For further details, consult the relevant section of the IIASA Handbook
- b. As a general rule, Employees are expected to consume their annual leave entitlement during the vacation year in which the entitlement arises. Dates of leave must be agreed upon between supervisor and Employee, taking into consideration the interests of both.
- c. Employees whose recognized place of recruitment is not in Austria

shall be granted travel expenses for Home Leave (to the recognized place of recruitment) once every two years if the Employee's contract is of at least 30 months' duration. This leave can be taken at any time in advance, but not before 12 months of continuous service. Days consumed as Home Leave are deducted from the annual leave entitlement. For further details on Home Leave, see Section VII of the Staff Rules and Regulations.

Annual Leave for Consultancy

Research Scholars holding a contract of employment may be granted an additional 15 working days of leave for private research and third-party obligations for each year of service, subject to the recommendation of the respective Project Leader and to authorization by the Director. Such additional leave cannot be carried over to the next vacation year, nor can it be financially compensated.

Unpaid Leave

Employees may be granted unpaid leave subject to authorization by their supervisors and the Head of Personnel Services, provided their annual leave entitlements have been exhausted.

Unconsumed Leave

- a. Employees holding contracts of a duration longer than one year may carry forward unconsumed annual leave to the succeeding vacation year, but only under special circumstances and with the recommendation of the supervisor and the approval of the Director or the Deputy Director. Leave carried forward will, however, lapse if not consumed within three years of the date the entitlement arose.
- b. If, as a result of annual leave planning, days are left over upon separation from the Institute, a cash payment will be made in accordance with the provisions of Austrian law.

Absence Due to Personal Reasons

The following absences due to personal reasons (based on Paragraph 8, Austrian Employment Law) are recognized by the Institute:

	Working days
Employee's wedding	3
Attending wedding of son, daughter, brother, sister	1
Death of spouse	2
Death of parents, parents-in-law, son, daughter	1
Attending funeral of spouse	1
Attending funeral of parents, parents-in-law, son,	
daughter, brother, sister, grandparents	1
(if funeral abroad	2)
Confinement of spouse	1
Change of accommodation	not more than 2
0 7	every 6 months

VI Social Security

- 6.1 Provision shall be made for the participation of Employees in a Staff Retirement Scheme
- 6.2 The Director shall make arrangements for staff to participate in schemes for the preservation of health and for the payment of reasonable compensation in the event of accident, including accidental death, attributable to events occurring during the performance of official duties on behalf of the Institute.

Austrian Social Security Scheme

Employees who are Austrian citizens or persons who were previously affiliated with the Austrian Social Security Scheme are required to join the Austrian Social Security Scheme. Other Employees may join the Austrian Social Security Scheme within three months of commencement of employment.

Institute Social Security Scheme

- a. Medical Care: Employees who have not joined the Austrian Social Security Scheme must participate in the Institute's Medical Benefit Scheme, unless they can produce satisfactory documentary evidence of membership in a scheme offering equal benefits. The recognized dependents of an Employee who is a participant in the Institute's Medical Benefit Scheme may also be admitted to the scheme in accordance with, and subject to, its rules.
- b. IIASA Retirement Benefits Plan: For Employees not enrolled in the Austrian Social Security Scheme, provisions have been made for participation

in the IIASA Retirement Benefits Plan (RBP). For details, consult the relevant

Accident Insurance

All Employees of the Institute are covered by the Institute's non-contributory group accident insurance policy, which provides benefits in the case of accident, injury, disability, or death occurring during the performance of official duties or while traveling between the Employee's home and the Institute.

Sick Leave

An Employee who is unfit to work because of ill health is entitled to sick leave in accordance with the provisions of Austrian law. An Employee who is absent from duty because of ill health shall report this IMMEDIATELY to the Personnel Services Department. If the absence continues for more than three consecutive days, he shall obtain from a physician a certificate of unfitness for work, indicating the probable duration of absence; upon return, the Employee shall submit this certificate to the Personnel Services Department. The Institute may also request a medical certificate for an absence of less than three days.

Nursing Leave

Employees are entitled to take time off from work, without loss of pay, to nurse a person sharing the same household. The maximum hours are 40 per year of service; part-time Employees are entitled to those hours which correspond to the proportion of 40 hours they work.

Maternity Leave

An Employee shall be granted maternity leave and compensation in accordance with Austrian law. She must not work during the period of at least eight weeks before confinement and eight weeks thereafter.

VII Travel and Transportation

7.1. Subject to conditions and limitations established by the IIASA Director General and Chief Executive Officer, the institute shall pay the agreed expenses of employees hired for positions in scientific and professional staff categories, and their dependents, for their travel and the shipment of their effects to and from the institute at the beginning and end of their appointment, if joining IIASA from outside of Austria.

For shipment of effects and travel, alternative options with the same financial implications for the institute can be considered, if the reimbursed amount does not exceed the calculated travel plus shipping of effects.

Travel entitlements of employees

The institute reimburses the travel expenses of an employee and their recognized dependents in the following circumstances:

- a) On taking up a scientific or professional appointment at the institute: Travel expenses from the recognized place of recruitment by IIASA (outside of Austria) are reimbursed upon presentation of invoices.
- b) On separation from the institute: Within three months following separation from the institute, travel expenses to the recognized place of recruitment by IIASA in the course of a repatriation will be reimbursed upon presentation of invoices. In the case that an employee does not return to their recognized place of recruitment by IIASA but instead to their country of citizenship, travel related invoices must be presented, and reimbursement will not exceed that of the cost of travel to the recognized place of recruitment by IIASA.

In case of a dismissal or unjustified early resignation no travel costs can be claimed.

c) For home leave: Once every 24 months of continuous service, travel expenses to the recognized place of recruitment (outside of Austria) are reimbursed, provided that it is expected that the employee will remain in the institute's service for at least six months following their return from home leave.

All travel, especially air travel, should be planned and booked with sufficient time in advance to take advantage of reduced fares. In case of home leave planned for the months of June until August or December and January, travel tickets must be booked three months in advance.

The maximum reimbursement for home leave is the cost of the excursion-class, round-trip airfare to the recognized place of recruitment; subject to this, the following travel expenses will be reimbursed after completion of the journey and presentation of the relevant invoices:

- By plane: Cheapest possible economy-class, round-trip airfare to the recognized place of recruitment
- By train: First-class, round-trip fare, including sleepers if appropriate.

• By car: Mileage payments for the round trip between their Austrian home address and the recognized place of recruitment by the most direct route, and any additional related expenses (such as ferry tickets, etc.) if appropriate.

Transportation of Personal Effects

a. The Institute shall reimburse the actual expenses incurred for transporting personal effects from the recognized place of recruitment to the Institute of an Employee and his recognized dependents upon presentation of bills, up to the following maxima:

Duration of Appointment	Employee & Spouse	Dependents
7–11 months	25%	0%
12–24 months	50%	25%
25 months or longer	100%	50%
_	of the	applicable airfare*

Any amount in excess of these maxima is subject to authorization by the Director.

b. The provisions of a. above shall apply also for transporting personal effects from the Institute to the recognized place of recruitment, within three months following the date of separation of the Employee from the Institute, except in the case of summary dismissal.

Transportation of Scientific Effects

- a. Employees in the Scientific category shall be reimbursed, upon presentation of bills, the actual expenses incurred for transporting scientific effects from the recognized place of recruitment to the Institute up to a maximum of one applicable airfare.* Any amount in excess of this maximum is subject to authorization by the Director.
- b. The provisions of a. above shall also apply for transporting scientific effects from the Institute to the recognized place of recruitment, within three months following the date of separation of the Employee from the Institute, except in the case of summary dismissal.

Liability

The Institute shall under no circumstances be responsible for loss of or damage to any property of third parties transported or stored at its expense.

^{*} The economy regular airfare from the recognized place of recruitment to the Institute or vice versa, as appropriate

VIII Separation from Service

8.1 The Director may terminate the service of a Staff Member in accordance with the terms of the appointment, or at any time, if the needs of the Institute require either abolition of the post or reduction of the staff, or if the services of the individual concerned cease to be satisfactory.

Notice of Termination

An Employee whose contract is terminated is entitled to advance notice in accordance with the periods of notice specified under Austrian Employment Law

If an Employee has not completed the probationary month, no period of notice is required.

8.2 A Staff Member may resign from the Institute upon giving the Director, or his authorized representative, the notice required under the terms of the individual's contract.

Resignation

An Employee may resign upon giving one month's advance notice from the end of a calendar month. No notice is required during the probationary month.

Expiration of Employment

An initial fixed-term contract shall expire automatically on the expiration date specified in the offer of employment. For further details consult the relevant section of the IIASA Handbook.

8.3 Upon separation, the Employee is entitled to an indemnity payment in accordance with Austrian law.

Indemnity upon Separation

No indemnity shall be payable if an Employee resigns or is summarily dismissed.

Certificate of Service

Any Employee who so requests shall, upon separation, be given a certificate specifying the nature of his duties and the length of service. Such a certificate must not contain anything to his future disadvantage.

IX Disciplinary Measures

- 9.1 The Director shall establish advisory committees and panels with staff participation to assist him in carrying out fair personnel practices, especially in respect to termination of a Staff Member.
- 9.2 The Director may impose disciplinary measures on Staff Members whose conduct is unsatisfactory. The Director may summarily dismiss a member of the staff for serious reasons, in accordance with Austrian law.

X Staff Relations

- 10.1 The staff of the Institute shall be free to form a representative body (at present called the Staff Association Committee), which shall be governed by statutes approved by a general meeting or ballot of all staff.
- 10.2 This representative body shall be informed and consulted by, and have the right to make representation to, the Director or his authorized representatives on all Institute matters that directly affect the economic, social, health, and cultural interests of the Staff Members or their conditions of employment.

XI General Provisions

- 11.1 These Regulations may be supplemented or amended by the Council subject to the maintenance of the acquired rights of the Staff Members.
- 11.2 The Director shall make such amendments to the Staff Rules as he considers necessary. He shall inform the Council of any such amendments at the next meeting of the Council.

Effective Date of Staff Rules

These Rules are effective as of 11 June 2002.

Amendments and Exceptions to the Staff Rules

- a. The Staff Rules may be amended by the Director in a manner consistent with the Staff Regulations and Austrian law.
- b. The Director may make exceptions to the Staff Rules in specific cases provided that such exceptions do not constitute a breach of contract, prejudice the acquired rights of Employees, or infringe Austrian law.

APPENDICES

Copyright Policy

(Approved by the IIASA Council, November 1979.)

In accordance with IIASA Charter Article XVII/e, the Institute must establish Copyrighting Procedures to be approved by the Council. The Procedures should serve the needs of the National Member Organizations, the Institute, and its staff. The Procedures must take into consideration the practices of international scientific journals and publishers. They must be designed to facilitate the widest possible dissemination of results obtained by IIASA and the opportunity for translation into different languages. Where commercial book publication is involved, the Institute must be able to claim ownership.

In light of these considerations the following Copyrighting Procedures will be established:

I IIASA Publications

All finished IIASA work published by IIASA will be copyrighted by the Institute. Only the Director may authorize the assignment of copyright.

II Commercial Books

Copyrighting commercial books containing work funded primarily by IIASA, and closely related to its research program, is done by the publisher in the name of the Institute. Authors or editors of such manuscripts may not negotiate with commercial publishers; only the Director or his designated representative may do so (see also the Scientific Publications Policy). The publisher is granted exclusive rights to the English-language version of the book, but the Institute retains the rights for translation and publication in other languages.

III Journal Articles

Because of IIASA's international character, the Institute must ensure that its research can be widely disseminated and translated into different languages. In view of existent practices of scientific journals and to facilitate access to journal outlets for the staff, the Institute does not propose to copyright journal contributions. IIASA will, however, make every effort to ensure that reprints of journal articles receive wide distribution in National Member

Organizations and that, if desired, these articles are translated into other languages.

In order for IIASA and its NMOs to be informed of articles stemming from IIASA-supported research, authors are to inform the Director or his designated representative of manuscripts that have been accepted for publication in journals.

Patent Policy

(Approved by the IIASA Council, November 1979.)

- I. The policy of the Institute with regard to patents and licenses shall be to ensure that
 - a) any invention made in the course of the research activities of the Institute is used to bring about the widest possible benefit;
 - b) the Institute shall gain financially from the commercial exploitation of patents resulting from the use of its resources;
 - favorable terms shall be applied in granting licenses to organizations and citizens of NMO countries.
- II. Inventions made by Research Scholars and Visiting Associates of the Institute shall be the property of the Institute, provided that such inventions were conceived or first supported by the Institute and that the Institute has claimed them. The Director shall notify the Council of any inventions claimed by him under this Regulation.
- III. Where the Institute elects not to claim an invention as defined in Regulation 2, it shall nevertheless be entitled to use such invention for purposes of noncommercial research and development without payment of royalty.
- IV. Research Scholars and Visiting Associates of the Institute shall immediately notify the Director of every invention they make other than those that clearly are not covered by the terms of Regulation 2. The Director shall, within 60 days of receiving such notice, inform inventors whether the invention is claimed or not.
- V. Inventors shall be entitled to fair and separate remuneration with respect to inventions claimed by the Institute, provided the Institute itself gains financially from the exploitation of such inventions.
- VI. Where an invention is claimed by the Institute, the Director shall file a patent application in Austria and in such other countries or groups of countries as he considers appropriate. He shall inform the Council of all such applications and of any patents granted.

VII. The Director will grant nonexclusive or exclusive licenses in NMO countries in consultation with the NMO of that country. He may further grant licenses in non-NMO countries. The Director shall, in consultation with the Finance Committee, set an equitable royalty for organizations and citizens of NMO countries, which shall be no greater than for those in non-NMO countries. No royalty shall be payable for the use of an invention in NMO countries for purposes of noncommercial research and development.

VIII. The Director may for appropriate consideration

- assign patents granted to the Institute;
- waive patents granted to the Institute in favor of the inventor.

He shall, however, ensure that the obligations of Regulation 7 are preserved in any agreement of assignment or waiver.

- IX. The Director is empowered to conclude agreements with individual inventors regulating all obligations of the Institute and of the inventor with regard to patents and licenses, provided that such agreements conform to the Regulations enumerated above and take due account of the relevant laws of the inventor's home country.
- X. The Director shall apply for a patent in a country in the manner provided by the patent regulations of that country.

Conflict of Interest Policy

(Approved by the IIASA Council, November 2001.)

IIASA recognizes that while an IIASA Employee's primary and dominant professional commitment, in his role as Employee, is to the Institute, outside consulting and other forms of independent work could be accepted activities under certain circumstances. Involvement in outside professional activities, both public and private, often serves not only the participant but also the Institute and its fields of endeavor. This policy is to ensure that an individual's activities are in concert with the interests and mission of the Institute and that the Institute has sufficient information to arrive at a reasonable decision as to the appropriateness of proposed activities. This policy applies equally to all Institute personnel at all levels.

Conflict of interest arises, for example, in situations where an individual might influence the Institute's activities in improper ways; where personal gains may be involved related to external connections; or where there exist issues about giving improper advantage to associates. Conflict of commitment arises in situations where an individual's outside activities, however valuable in themselves, interfere or appear to interfere with the obligations to the Institute.

It is important that the Institute avoid conflicts of interest that could influence the judgment of an individual in conducting the work of IIASA. Therefore, acceptance of remunerative outside employment requires the prior approval of the Director or at his decision the Deputy Director (or Council Chair in the case of the Director), except when such employment is in activities unrelated to the work of IIASA and does not infringe on the overall time spent on IIASA activities.

Individuals are not to hold office in any organization whose aims or activities are closely related to those of the Institute unless approved by the Director or at his decision the Deputy Director (or Council Chair in the case of the Director).

Individuals having occasion to deal officially with matters involving a company, partnership, or other business concern in which they have an interest must disclose the nature and degree of that interest to the Director or at his decision the Deputy Director (or Council Chair in the case of the Director).

Individuals are required to report on their interests in or affiliations with other organizations immediately upon assuming a position with IIASA so that potential conflicts of interest may be addressed. It is the responsibility of individuals to update such information as changes occur. In situations requiring approval for continued participation with an outside affiliation, a Staff Member should submit a memo to the Director or at his decision the Deputy Director (or Council Chair in the case of the Director), stating such information as

- relationship of the organization to IIASA;
- amount of time devoted to the outside organization;
- possible direct or indirect cost to IIASA and provision for cost sharing, remuneration, and reimbursement:
- benefit to IIASA and the individual of the outside affiliation.

All information disclosed shall be treated as confidential.

Any intentional inaccuracies in the information provided by the individual, or failure to comply with this Regulation, will lead to disciplinary action within the framework of IIASA internal Regulations and in accordance with Austrian law. The individual can protest the disciplinary action to the Director. In situations where no agreement can be reached between the individual concerned and the Directorate, the case is to be brought to the attention of the Council Chair for final arbitration.

Employment of Members of the Same Family or Household

The essential and basic employment policy of the Institute is to hire the best-qualified person available for a particular position. In no case will a job be created just to provide employment for a particular individual. Hiring of members of the same family or household is generally discouraged; however, the Director may approve the hiring of a member of an Institute Employee's immediate family or household, provided a written statement justifying the selection of the individual concerned is placed in the personnel records. No individuals shall be placed in the position of being involved in (including being present at) making evaluations, hiring decisions, or salary recommendations for members of their own immediate families or households. In the case of the Director's family or household, approval for hiring and other personnel actions must come from the IIASA Council Chair.

External Governmental Influence

Individuals shall neither seek nor receive instructions from any government or other authority external to the Institute and shall refrain from any action which might reflect on their affiliation with the Institute.

Scientific Publications Policy¹

Introduction

This Scientific Publications Policy sets forth the principles governing the various types of publications² used by the institute to communicate its research results to outside audiences. Its approach to scientific publishing and publication copyright aims to facilitate the widest possible dissemination of results obtained by IIASA, including the opportunity for translation into different languages, at the same time as serving the interests of the National Member Organizations, IIASA and its staff that invest their resources into the production of the research and models and tools. In setting these procedures, the policy takes into consideration the practices of international scientific journals and publishers.

Scientific Publications

All publications by IIASA researchers are entered into <u>PURE</u>, IIASA's institutional publication repository. Please note that this only applies to scientific publications related to work carried out at IIASA with the IIASA affiliation.

Major Forms of Dissemination

1. Journal Articles

Peer-reviewed Journal Articles are the favored form of scientific publication of IIASA results. Scholarly papers from scientists working at the institute should be submitted for review and publication by professional journals. Researchers are responsible themselves for managing the submission and publication process.

2. Books

Arrangements for publication of IIASA research results or IIASA-coordinated research results in the form of commercial books are coordinated by the researchers themselves, in consultation with co-authors and the relevant Program Directors. IIASA researchers intending to publish research carried out at IIASA in a commercial book, are requested to negotiate a copyright agreement in the following order of preference:

¹ Approved by the IIASA Executive Team in July 2020 following internal consultation with the Science Leadership Committee and the Operations Committee to update and merge the IIASA Scientific Publications Policy (1991) and the IIASA Copyright Policy (1979).

- 1. The agreement allows the book's content to made freely available by applying a CC BY-NC license or similar to the work.
- 2. The agreement allows the book's contents to be made freely available within 12 months of its online publication date into the IIASA publications repository, PURE.
- 3. The agreement transfers the copyright to the publisher as a "work for hire "prepared within the scope of the researcher's employment at IIASA.

The Library can provide additional advice in negotiating the contract with the publisher and guidelines for book proposals.

3. IIASA Working Papers

Working Papers provide IIASA researchers and their collaborators with an informal means of communicating preliminary results and concepts for discussion which have not been previously disseminated. They are made publicly available via the IIASA publications repository PURE. Working papers require the approval of the appropriate Program Director who will be named on the cover page of the report; if a Program Director is an author, the Working Paper will be approved by the Deputy Director General for Science. The report should use the <u>IIASA</u> template which includes the IIASA logo and relevant disclaimer information. A workflow in the IIASA Management Information System (MIS) supports this.

4. IIASA Reports and IIASA Reports to Funders

IIASA Reports disseminate information on IIASA research, IIASA meetings, proceedings of IIASA conferences, reviews of previous IIASA research or collections of papers on a theme within the institute's strategy.

IIASA Reports to Funders disseminate research related to external contracts and are for the principal benefit of the funder, although they will be published via the IIASA publications repository if their funder agreements permit such distribution.

Before publication, all reports must be reviewed and approved by the relevant Program Director, and reports to funders are also reviewed and approved by F&G to ensure compliance with the contract. A workflow in the IIASA Management Information System (MIS) supports this.

interim) reports, posters, datasets, software, code, and any other type of scientific product generated in the research process.

² Publications comprise all kinds of scientific output: articles, books, book chapters, working papers,

IIASA reports must also prominently include the IIASA logo and relevant disclaimer information. If not using an <u>IIASA template</u>, the IIASA authors must consult with the communications team prior to the report being finalized.

5. IIASA Policy Briefs

<u>IIASA Policy Briefs</u> are prepared specifically for use by policymakers, and other non-scientific audiences. They provide the essence of research findings, conclusions, and recommendations in a clear, concise form using nontechnical language. Policy Briefs are prepared jointly by the relevant researchers and communications team; and before publication must be reviewed and approved by the relevant Program Director and Communications Manager.

6. Other publications

IIASA researchers may also publish in other forms of scientific publications including book chapters, conference and workshop proceedings, monographs, and theses.

Environmentally friendly Dissemination

In the dissemination of scientific publications, IIASA staff and researchers are requested to minimize printing of hard copies and maximize digital dissemination.

Principles

Attribution

Any material produced by researchers while working with or at IIASA must be attributed to the institute by the appropriate mention of IIASA as the researcher's affiliation. The affiliation should be stated as: International Institute for Applied Systems Analysis (IIASA). In the affiliations section IIASA should be indicated with the name of the program, and in the acknowledgement, it should state that the research was partially or wholly conducted during the time at IIASA. This also applies to publications by participants of the YSSP or postdoc program, guest researchers, or visitors. In case IIASA is no longer the author's affiliation but the publication is based on work carried out at the institute, then IIASA should be

indicated as secondary affiliation. We encourage authors to discuss the appropriate acknowledgement with their supervisor or host at IIASA.

Authorship in Scientific Publications

Any scientist who has made a substantial scientific contribution to the design, implementation, and publication of a scientific project is entitled to co-authorship in the resultant publication. The nomination as author of a scientific work is conferred for the active intellectual and practical or procedural cooperation in a research project.

A mere technical cooperation in the sense of data collection, the procurement of financial means, or the general leadership of the research unit carrying out the research project do not justify coauthorship. The same applies to proofreading of a manuscript without substantially contributing to its contents. ³⁴ If individual scientists are not named as co-authors in a publication although they have made a substantial scientific contribution, they shall approach the first or corresponding author, and if this is not successful, the leader of the respective research unit of the institute.

Open Access

As a signatory of the Berlin Declaration on Open Access to Knowledge in the Sciences and Humanities, IIASA is committed to advancing sustained open access to scholarly publications. To this end, the IIASA open access policy, introduced on 1 January 2016, requires and supports all IIASA researchers to deposit a complete version of each peer-reviewed research article that they author into the IIASA publications repository, PURE, in order to make it freely accessible within 12 months of its online publication date. To ensure good data management and open access to IIASA research data products, IIASA researchers are also required to transfer research data to the Library for long-term preservation and open access sharing through the IIASA Data Repository (DARE).

³ The consent to coauthorship entails the responsibility of the coauthor to ensure that the publication meets scientific requirements. This applies primarily to the area to which the coauthor has contributed. The coauthor shall be responsible for the correctness of his or her own contribution and for ensuring that this contribution has been included in the publication in a scientifically justifiable way. Each coauthor is required to agree to the contents of a manuscript's final and published version.

If the lead author/corresponding author is affiliated with IIASA, the open access article processing charges should be covered by available external funding or by applying for the internal OA fund in case external funding is not available. In case the lead/corresponding author is from a different institution/organization costs for open access should be covered by them. Alternatively, splitting costs between several organizations is also a negotiable option. Authors should also take care not to be deceived by predatory publishers of poor quality or fraudulent journals that charge publication fees to authors without providing the editorial, publishing, and peer-review services that legitimate academic journals provide, whether open access or not (List of Predatory Journals).

Other Payments for Publishing

In addition to article processing charges that researchers pay to make their journal articles openly accessible, some reputable journals offer to fast-track publishing of journal articles in exchange for a fee. IIASA researchers should carefully consider all factors related to such payments (reputation of the journal, cost, benefits of publishing early, reader audience, influence/impact of the journal, funder requirements), examine alternative, equivalent publishing venues (existing agreements with publishers, preprint servers) and only proceed if the payment is in the best interest of disseminating IIASA's research and can be therefore fully justified. The same applies when submitting to or selecting journals which do not offer any other alternative than the payment of a fee for publishing an article. Approvals (even if tentative) must be taken before submission from the relevant supervisor. Any publishing costs must be covered by the relevant research program cost center(s).

Disclaimers and Copyright

Books, reports or working papers published by IIASA should include the below disclaimer and publication copyright information, which is already included in the IIASA templates.

IIASA Working Papers/Reports/Policy Briefs report on research carried out at IIASA and have received only limited review. Views or opinions expressed herein do not necessarily represent those of the institute, its National Member Organizations, or other organizations supporting the work.



This work is licensed under a <u>Creative Commons</u> <u>Attribution- NonCommercial 4.0 International License</u>. For any commercial use please contact repository@iiasa.ac.at

Records

Programs must keep a regularly updated record of all publications published in journals, books, and other external outlets. In addition, upon acceptance the repository manager has to be informed in order to include the publications in IIASA's publications repository PURE. The digital copies of all archived IIASA publications are stored in the IIASA publications repository PURE. Hard copies of books, working papers, and reports are kept in the Library.

Funding Acknowledgment

For IIASA Working Papers/Reports/Policy Briefs funded by the IIASA core budget we ask the authors to include the full acknowledgement that can be found on the <u>IIASA intranet</u>. The acknowledgement is already included on the <u>IIASA</u> templates.

For research funded by an external third party we ask the authors to include the full name of the funder, the title of the project and the grant number, e.g.

"The authors gratefully acknowledge funding from the European Research Council for the research project 'Forecasting Societies Adaptive Capacities to Climate Change' (FUTURESOC, FP7 230195)."

For research funded by both IIASA core budget and an external third party we ask the authors to include both acknowledgements (whenever possible according to the rules and regulations of the publishing venue). For publications that have limited space for funding acknowledgement, it is acceptable to use the following shortened version to acknowledge IIASA core funding:

The authors gratefully acknowledge funding from IIASA and the National Member Organizations that support the institute.

If the publication is of special interest to a specific NMO/country (e.g. Brazil), please include the following statement:

"The authors gratefully acknowledge funding from IIASA along with the Brazilian Federal Agency for Support and Evaluation of Graduate Education (CAPES), and the other National Member Organizations that support IIASA."

Language

IIASA Working Papers/Reports/Policy Briefs are always published in English. Staff members are requested to inform the <u>repository manager</u> of publications in other languages in order to be included in the <u>IIASA publications repository PURE</u>. When informing the repository manager please include a valid link to the relevant publication where possible. Translation of IIASA publications into languages other than English are also possible if it is expected to significantly increase the uptake and impact of the research.

Royalties and Other Payments

Payments for materials produced as a result of IIASA work (royalties, sales income, author's fees, etc.) are the property of the institute and must be reported to the Library Manager. Any deviation to such arrangements must be discussed and agreed before publication with the Library Manager, who will consult internally within IIASA as appropriate.

Copyright and Sponsored Research

Research projects undertaken at IIASA that is funded by third-party funders must have no restrictions on the full and complete publication by IIASA of results of such projects (IIASA Charter Article XIII, Section 3), unless otherwise authorized by the DG/DDGS.

Permissions to Use IIASA Copyrighted Material

Re-use of IIASA copyrighted material is automatically permitted for educational purposes and does not require written permission. Re-use of IIASA copyrighted material for commercial purposes (e.g. in a book that is commercially sold) requires written permission from IIASA. Copyrighted material can include figures, illustrations, charts, tables, photographs, and text excerpts. Requests for re-use or reproduction should be addressed to permissions@iiasa.ac.at

Re-use of any copyrighted material must be properly acknowledged. Suitable acknowledgement to the source must be made, either as a footnote or in a reference list at the end of the publication, as follows:

"Reprinted from Publication title, Vol /edition number, Author(s), Title of article / title of chapter, Pages No., Copyright (Year), with permission from IIASA.

Infringement of Copyright

Please notify the Library Manager of any infringement of copyright, and we will investigate. If copyright infringement is found, the Library Manager will request the offender to address the infringement or risk IIASA taking legal action.

Scientific Misconduct

IIASA's policies related to scientific misconduct in scientific publications can be found in the IIASA Policies on Good Scientific Practice and on Conflicts of Interest and Commitment available at:

http://webarchive.iiasa.ac.at/Admin/PE/docs/handbuch/12a_good_scientific.html?sb=15

Software Policy

(Approved by the IIASA Council, November 1991.)

I General Policy Statement

The prompt and open dissemination of the results of IIASA's research and the free exchange of information among researchers are essential to fulfilling the Institute's objective of providing timely applied research that meets the quality standards of the relevant scientific and policy-making communities. In pursuit of the goals of dissemination, quality, and the efficient use of resources, IIASA recognizes that the market is sometimes the best mechanism for disseminating, applying, and improving software. For the market to be effective, intellectual property rights must be defined and protected. This document defines IIASA's policy to that end. However, research progress remains IIASA's primary goal. The dissemination of information must not be delayed beyond the minimal period necessary to define and protect the rights of the parties in those cases where software has potential commercial value.

II Intellectual Property Rights

For IIASA software, intellectual property is most likely to take the form of *copyrights*. Nonetheless, this policy covers *all* forms of intellectual property relevant to software developed with significant input by IIASA.

The owner of a copyright has the exclusive right to do and to authorize others to do the following:

- To reproduce the copyrighted work
- To prepare derivative works based upon the copyrighted work
- To distribute copies of the copyrighted work to the public by sale, rental, lease, lending, or other transfer or ownership

Copyright protection extends only to the tangible form of a work. It does not extend to ideas, procedures, methods, systems, processes, concepts, principles, discoveries, or devices.

Intellectual property rights for software developed in connection with IIASA fall into two categories: *author owned*, and *IIASA or third-party owned*.

2.1.1 Author Owned

Authors will own software that is

- a. not developed in the course of or pursuant to a sponsored research or other agreement; and
- b. not created as a "work for hire" as defined in Section 2.3, nor pursuant to a written agreement with IIASA providing for the transfer of ownership or copyright to IIASA; and
- c. not developed with the significant use of funds or facilities administered by IIASA as defined as Section 2.4.

2.2 IIASA or Third-Party Owned

Ownership of all other intellectual property (including but not limited to copyrights) will be as follows:

- a. Intellectual property created as a "work for hire" as defined in Section 2.3, or created pursuant to a written agreement with IIASA providing for the transfer of copyright or ownership to IIASA, will be owned by IIASA.
- b. Intellectual property developed by Employees of IIASA and others participating in IIASA programs, including visitors, with the significant use of funds or facilities administered by IIASA as defined in Section 2.4, will be owned by IIASA.
- c. In general, sponsored research agreements will provide that IIASA retain ownership of copyrights and other intellectual property, with sponsors being granted nontransferable, nonexclusive, royalty-free licenses with possible options to acquire further licensing rights. However, exceptions will be possible depending on specific agreements with sponsors.

2.3 Work for Hire

A "work for hire" is a work prepared by an Employee within the scope of his employment. Copyright of such work prepared by IIASA Employees belongs to IIASA.

2.4 4 Significant Use of IIASA-Administered Resources

When software not otherwise covered by a sponsored research agreement is developed by IIASA staff, visitors, or others using significant IIASA funds or facilities, IIASA is expected to own any copyright or other intellectual

property rights. Such individuals should discuss the ownership issue with their supervisors early in the course of the program development in order to avoid any possible misunderstanding or embarrassment.

Generally, software will not be considered to have been developed with the significant use of IIASA funds or facilities if the following applies:

- a. The software has been developed outside of the authors' assigned areas of research.
- b. Only a minimal amount of time has been spent using significant IIASA facilities, or only insignificant facilities and equipment have been used. IIASA does not construe the provision of office space, library facilities, or traditional desktop computers as constituting significant use of IIASA space or facilities.
- c. The development has been made on the personal time of the author.

III Authors' Rights and Obligations

Authors of software for which the intellectual property rights are owned by IIASA according to Section 2.2 are automatically granted nontransferable, nonexclusive, royalty-free licenses to further use that software for research or educational purposes.

Authors of software for which the intellectual property rights are owned by IIASA according to Section 2.2 are obliged to ensure that a copy of the software's source code and appropriate documentation is available at IIASA.

IV Copyright Assertion and Registration

Copyright protection exists from the time a work is created in fixed form. That is, it is an incident of the process of authorship. The copyright immediately becomes the property of the authors, IIASA, or a third party according to the provisions of Section 2. Nonetheless, it is recommended that software owned by IIASA include a notice of copyright. That notice should read:

© *year* International Institute for Applied Systems Analysis. All rights reserved.

where year is replaced by the year the work is considered to be first created in fixed form, and © may be replaced by the word "Copyright" or the abbreviation "Copr." Generally, IIASA will formally register copyrights only in those cases where software is commercially attractive.

V Commercialization

Promoting the availability and application of the Institute's research for public use and benefit is an essential part of IIASA's mission. In many cases, publication of research results will be sufficient to transfer IIASA's research to the public. In other cases, it is necessary to encourage industry, by the granting of license rights, to invest its resources to develop products and processes for use by the public.

Where IIASA judges IIASA-owned software to have significant commercial potential, IIASA will pursue the licensing of software rights by identifying and negotiating with potential licensees. The support and cooperation of the authors is critical to licensing success.

Potential licensees may include authors of the software.

In negotiating licensing agreements, the Institute will consider including terms whereby ownership of all rights reverts to IIASA in the event a licensee proves unable or unwilling to pursue significantly commercialization within a set time period.

Licensing agreements may provide for royalties or fees to go to IIASA, to some or all of the authors, or to other institutions, or to be split among IIASA, other institutions, and some or all of the authors. In negotiating royalties and fees with potential licensees, IIASA will consider the following objectives:

- Dissemination, application, and improvement of the software
- Incentives for current and future software authors
- Revenue for IIASA

VI Distribution of Software by IIASA

Copyrighted computer software, including that under commercial license, is often simultaneously distributed solely for educational or research purposes under either simple letters of understanding or more formal licenses. For any commercial usage of the software, a separate agreement is necessary. In keeping with the traditions of academic science and research, it is the policy of IIASA that research results, including software, are to be promptly and openly available to other scientists for their scientific research, especially to those in National Member Organization countries, unless such distribution is incompatible with other obligations. Such distribution of IIASA-owned software should be accompanied by a letter noting that the software is owned

by IIASA, that it is being distributed solely for research or educational use by the identified recipient, and that any other use of the software is a violation of IIASA's property rights. The software can be used only by individuals or institutions who were issued a license either by IIASA or by the authors of the software; redistribution of the software and/or manuals requires written permission from IIASA or from the authors. No part of the software can be modified or incorporated into other software without written permission from the authors and IIASA. Such distribution will also include a disclaimer of liability and maintenance obligations. IIASA may charge the recipient an amount sufficient to recover production and transmittal costs.

Where consistent with IIASA's other obligations and objectives, and if so requested by all the co-authors of the software package, IIASA may choose to distribute such software openly through royalty-free licenses, or to place it in the public domain.

VII Software Acquisition and Use

When there are appropriate software products available on the market, IIASA will use these rather than develop its own versions, except if their license rights impair IIASA's ability to distribute subsequent IIASA-owned software. IIASA will prefer public domain software to commercial products.

Whether the software used at IIASA is owned by users or by third parties protected by copyright or other laws, or subject to license or other contractual arrangement, it is the policy of IIASA that users abide by any legal restrictions imposed by the owner of the software. It is the responsibility of the owner of the protected software to make the nature of the restrictions known to the user.

VIII Disclaimer

Software developed by IIASA is distributed solely on an *as is* basis. The entire risk as to its quality, adaptability, and performance is assumed by the user.

IIASA does not guarantee, warrant, or make any representation regarding the use of, or the results of the use of, the software in terms of correctness, accuracy, or otherwise. The user relies on the software or results solely at his own risk. IIASA does not assume any liability for any direct, incidental or consequential, special, or exemplary damages, regardless of having been advised of the possibility of such damages.

IIASA does not assume any obligation, expressed or implied, to provide software assistance or maintenance of any sort, regardless of whether the software is owned or distributed through IIASA.

IX Responsibility for Implementation

IIASA's Computer Services Department together with the Director will be responsible for the implementation of these policies.