Financial Regulations

Version 1.7 of 1 January 2017
## CONTENTS

### CHAPTER 1  SCOPE AND PRINCIPLES

- Article 1  Scope ................................................................. 5
- Article 2  Principles ........................................................... 5

### CHAPTER 2  FINANCIAL STRUCTURE, ACCOUNTING STANDARDS AND RESPONSIBILITIES

- Section 1  EPFL FINANCIAL STRUCTURE ...................................................... 6
  - Article 3  Financial structure .............................................................. 6
  - Article 4  Funds ............................................................................. 7
- Section 2  EPFL ACCOUNTING AND ACCOUNTING STANDARDS ....................... 7
  - Article 5  Accounting...................................................................... 7
  - Article 6  EPFL accounting standards ................................................ 7
- Section 3  RESPONSIBILITIES ................................................................. 7
  - Article 7  EPFL Direction (level 1) ...................................................... 7
  - Article 8  Vice-Presidents and School Deans (level 2) .......................... 7
  - Article 9  Heads of units (levels 3 and 4) ........................................... 8

### CHAPTER 3  FINANCING OF EPFL

- Article 10  Origin of financial resources .................................................. 9
- Article 11  Annual budget .................................................................... 9
- Article 12  Third-party financial contribution ......................................... 9

### CHAPTER 4  PLANNING, BUDGET AND CONTROL

- Article 13  Multiannual financial planning ............................................. 11
- Article 14  Preparation of draft annual budget ......................................... 11
- Article 15  Approval and allocation of annual budget ................................ 11
- Article 16  Budgetary funds .................................................................. 11
- Article 17  Multiannual funds ................................................................ 12
- Article 18  Monthly closing and budgetary control ................................. 12
- Article 19  Financial report to EPFL Direction ........................................ 12
- Article 20  Financial statistics ............................................................... 12

### CHAPTER 5  THIRD-PARTY FUNDS

- Article 21  Principles ......................................................................... 13
- Article 22  Employment of personnel on third-party funds ....................... 13
- Article 23  Types of third-party funds .................................................... 13
- Article 24  Project funds ...................................................................... 13
- Article 25  Designated fund .................................................................. 13
- Article 26  Reserve fund ...................................................................... 14
- Article 27  « Strategic reserve » fund ..................................................... 14
- Article 28  Third-party financial reports ................................................ 14

### CHAPTER 6  ACCOUNTING TRANSACTIONS

- Article 29  Financial Service ............................................................... 15
- Article 30  Checking of conformity of supplier invoices ............................ 15
- Article 31  Correction of entries ........................................................... 15
- Article 32  Request for salary reversal .................................................... 15
- Article 33  Request for internal transfer from one fund to another .......... 15

### CHAPTER 7  CONTRACTS AND SIGNATORY RIGHTS

Version 1.7
SECTION 1  SIGNATORY RIGHTS IN GENERAL ................................................................. 16
   Article 34  Scope ................................................................................................. 16
   Article 35  Principle and responsibility .............................................................. 16
   Article 36  Delegation and procuration .............................................................. 16
   Article 37  Signature Register ........................................................................... 16
   Article 38  Electronic validation ....................................................................... 17
   Article 39  Conflicts of interest ......................................................................... 17
SECTION 2  GENERAL POINTS CONCERNING CONTRACTS ................................. 17
   Article 40  Definition, form and signature ......................................................... 17
   Article 41  Electronic archiving of contracts ....................................................... 17
SECTION 3  SIGNATORY RIGHTS LINKED WITH REVENUE .................................. 17
   Article 42  Signatory rights for grant contracts ................................................... 17
   Article 43  Signatory rights for research or service contracts and licences .......... 18
   Article 44  Signatory rights for donation, legacy and sponsoring contracts ...... 18
   Article 45  Contracts drawn up by simple partnership companies connected to EPFL 18
SECTION 4  SIGNATORY RIGHTS LINKED WITH EXPENDITURE .......................... 18
   Article 46  Signatory rights for human resources ................................................. 18
   Article 47  Signatory rights for commercial contracts ......................................... 18
   Article 48  Signatory rights for reimbursement of professional expenses .......... 19
SECTION 5  SPECIAL SIGNATORY RIGHTS ............................................................... 19
   Article 49  Signatory rights for internal transactions .......................................... 19
   Article 50  Drawing up lease agreements ............................................................ 19
   Article 51  Inter-institutional agreements ............................................................. 19
   Article 52  (Financial) loan agreements ............................................................... 19
   Article 53  Signatory rights in the event of possible conflict of interests ............. 19
   Article 54  Signatory rights for bank and post office accounts ........................... 20
   Article 55  Special signatory rights ..................................................................... 20
   Article 56  Derogations ....................................................................................... 20

CHAPTER 8  INCOME-GENERATING CONTRACTS, INVOICING, COLLECTION & VAT ......................................... 21
   Article 57  General points .................................................................................. 21
   Article 58  Rates and overheads ....................................................................... 21
   Article 59  System and deadlines ...................................................................... 21
   Article 60  Issuing and sending of invoices ....................................................... 22
   Article 61  Value added tax (VAT) .................................................................... 22
   Article 62  Conditions of payment .................................................................... 22
   Article 63  Accounting of revenue .................................................................... 22
   Article 64  Reminders and collection procedures ............................................. 22

CHAPTER 9  INVESTMENT POLICY AND PETTY CASH MANAGEMENT ...................... 23
   SECTION 1  INVESTMENT ................................................................................... 23
      Article 65  Subject ............................................................................................ 23
      Article 66  Investment Committee .................................................................... 23
   SECTION 2  PETTY CASH MANAGEMENT .......................................................... 23
      Article 67  Petty cash of units ......................................................................... 23
   SECTION 3  CREDIT CARDS ............................................................................... 23
      Article 68  Personal credit cards ..................................................................... 23
      Article 69  Purchasing credit cards ................................................................. 24
      Article 70  Lodged card for professional travel ............................................... 24

CHAPTER 10  CONTROLLING AND INTERNAL CONTROL ........................................ 25
   SECTION 1  CONTROLLING .................................................................................. 25
Financial Regulations

12 March 2012, Status as at 1 January 2017

LEX 5.1.1

APPENDIX 2: SIGNATORY REGISTER – PROCEDURE TO CREATE A SIGNATORY RIGHT

APPENDIX 1: OVERHEAD DEDUCTION RATES AND ALLOCATION

ABBREVIATIONS AND GLOSSARY

CHAPTER 12

Final provisions

Article 87  Sanctions .................................................. 29
Article 88  Transitional provisions .................................. 29
Article 89  Legal provisions ............................................. 29
Article 90  Abrogation of previous provisions ................. 29

CHAPTER 14

Coming into force ......................................................... 29

Article 91  Coming into force ............................................ 29

APPENDIX 1: OVERHEAD DEDUCTION RATES AND ALLOCATION ......................................................... 33

APPENDIX 2: SIGNATORY REGISTER – PROCEDURE TO CREATE A SIGNATORY RIGHT ......................................................... 36

Version 1.7

4/36
The President of EPFL,
based on the Ordinance on the Organisation of the Ecole polytechnique fédérale de Lausanne\(^1\) of 1\(^{st}\) March 2004, status as at 1 January 2015, hereinafter referred to as « Regulations », govern the management and use of the financial resources of EPFL, regardless of their source.

**Chapter 1 Scope and principles**

**Article 1 Scope**

1. The Financial Regulations, hereinafter referred to as « Regulations », govern the management and use of the financial resources of EPFL, regardless of their source.

2. They apply to all employees of the Ecole polytechnique fédérale de Lausanne, hereinafter referred to as EPFL.

3. All legal texts applicable to EPFL referred to in this document are available on the website [polylex.epfl.ch](http://www.polylex.epfl.ch).

**Article 2 Principles**

Financial management at EPFL is based on the following principles:

a. the adherence to the rules and regulations and legal provisions;

b. the guarantee that all transactions of the same nature comply with the same rules and regulations;

c. the economic, efficient, sustainable and transparent\(^3\) management of financial resources.

---

\(^1\) LEX 1.1.1 Ordinance on the Organisation of the EPFL.

\(^2\) Electronic compendium of EPFL laws, ordinances, regulations and directives (acronym: LEX followed by reference number).

\(^3\) Transparent signifies that it must be possible to certify that transactions accurately reflect the reality of the situation.
Chapter 2  Financial structure, accounting standards and responsibilities

Section 1  EPFL financial structure

Article 3  Financial structure

The financial structure of EPFL comprises four distinct levels:

**Level 1:** EPFL

**Level 2:** Presidency and Vice-Presidency, School\(^4\), College, Transdisciplinary Entities, EPFL outpost and Interschool Institute\(^5\)

**Level 3:** Institute, Centre, Section, Domain, Technological Platform, other unit

**Level 4\(^6\):** Laboratory, Chair, Group, Service, Workshop, other unit

---

\(^4\) In the present document, the term « School » includes Colleges and the term « Deans » includes « College Directors ».

\(^5\) An Interschool Institute is cross-disciplinary and represents collaboration between several units from different Schools.

\(^6\) Note: level 4 is designated cost centre or unit in these Regulations.
Article 4  Funds
1 All EPFL financial resources are managed via funds.
2 Each fund is attached to a level 4 cost centre.

Section 2  EPFL accounting and accounting standards

Article 5  Accounting
1 EPFL operates budgetary, financial and analytical accounting systems.\(^7\)
2 The attachment of staff to cost centres must reflect their activity and ensure cost transparency.\(^8\)

Article 6  EPFL accounting standards
1 The accounting standards are defined in the *Ordonnance sur les finances et la comptabilité du domaine des EPF* and further specified in the accounting manual of the ETH Domain.\(^9\)
2 These standards include the accounting regulations specific to financial accounting, and the structure of the chart of accounts common to the ETH Domain.\(^3\)
3 These standards specify the processing of accounting transactions and regulations concerning the closing and presentation of annual accounts.\(^4\)
4 The consolidated accounts of the ETH Domain are consolidated within the Confederation accounts.

Section 3  Responsibilities

Article 7  EPFL Direction (level 1)
The responsibilities of the President and Direction of EPFL (hereinafter referred to as « the Direction ») are defined in the Ordinance on the Organisation of the EPFL.\(^9\)

Article 8  Vice-Presidents and School Deans (level 2)
1 Each Vice-President and School Dean is responsible for the management and control of all financial resources allocated to their Vice-Presidency or School.
2 Responsibility for the management and control of financial resources concerns the following domains:
   - allocation of budgetary resources;
   - efficient use of resources;
   - preparation of requests for additional financing;
   - regular control of budgetary funds;
   - control of the status of third-party funds;

---

\(^7\) For the definition of terms used, see Glossary.
\(^8\) RS 414.123, Art. 23 para. 2d
\(^9\) LEX 1.1.1 Ordinance on the Organisation of the EPFL.
- intervention in the event of budget overrun\textsuperscript{10} or any overdraft or deficit on a third-party fund.

**Article 9  Heads of units (levels 3 and 4)**

1. All heads of units are responsible for the management and control of all financial resources allocated to their units.

2. Responsibility for the management and control of financial resources concerns the following domains:
   - requests for and monitoring of budgetary resources in accordance with the strategic objectives of EPFL;
   - preparation of requests for additional financing;
   - efficient use of resources allocated to the unit;
   - regular control of the unit’s budgetary funds (level 4);
   - regular control of the status of the unit’s third-party funds (level 4);
   - intervention to rectify any budget overrun or overdraft or deficit on third-party funds.

\textsuperscript{10} Overrun refers to an overdraft or deficit on a third-party fund or a budget overdraft:

- Overdraft = temporary overrun on third-party fund;
- Deficit = definitive overrun on third-party fund;
- Budget overdraft = budget overrun.
Chapter 3 Financing of EPFL

Article 10 Origin of financial resources

1 The financing of EPFL comprises:
   - the financial contribution of the Confederation;
   - other revenue (tuition fees, sale of services, financial revenue);
   - third-party financing (see Art. 12 below).

2 The annual financial resources are allocated by the Confederation to the ETH Domain on the basis of a performance mandate covering a period of four years.

3 The ETH Domain concludes agreements on operational objectives with the EPFs and research establishments and allocates the financial contribution.

Article 11 Annual budget

1 The annual budget comprises basic and additional financing.

2 Basic financing comprises the operating budgets, salary budgets and social security contribution budgets.

3 Additional financing comprises funds for scientific equipment and start-up financing and IT hardware and software.

Article 12 Third-party financial contribution

Third-party financing is primarily provided by the following sources:

- research grants (financing from research-funding bodies for research work or projects, without any claims regarding ownership of research results); see LEX 3.4.1 Art. 3 of the EPFL Directive on grants, research contracts and technology transfer (DSCRTT).
- research or service contracts with companies (generally with intellectual property rights);
- others (financing not falling into the above categories).

---

11 LEX 1.0.1 Art. 33a of the Federal Act on the Federal Institutes of Technology (Federal Act on the FITs).
12 See also Chapter 5 – Third-party funds.
13 An overview of research-funding possibilities at EPFL can be found on the site research-office.epfl.ch.
14 For example: Swiss National Science Foundation (SNSF), Commission for Technology and Innovation (CTI), CEPF / CUS, federal offices, foundations, European Commission framework programmes, national and international programmes.
15 See LEX 3.4.1 Art. 3 of the EPFL Directive on grants, research contracts and technology transfer (DSCRTT).
16 For example: donations or sponsoring; licensing agreements.
Figure 2 – EPFL sources of finance

* Scientific equipment funds linked with start-up financing are multiannual, although originating from additional financing.
Chapter 4 Planning, budget and control

Article 13 Multiannual financial planning
1 Based on EPFL strategic objectives, the Vice-President for Finances draws up the multiannual financial planning.
2 The multiannual financial planning is then submitted to the Direction.

Article 14 Preparation of draft annual budget
1 The process for preparing the annual budget is described within the framework of the ICS.
2 The current EPFL budgetary process takes into account only those budgetary resources originating from the basic financial contribution of the Confederation allocated by the CEPF and revenue and fees received directly by EPFL.

Article 15 Approval and allocation of annual budget
1 The Direction approves the budget and the President allocates to the Vice-Presidents and School Deans their basic financing in the form of individual budgets.
2 The Vice-Presidents and School Deans allocate the financing to their respective units.
3 Budgetary allocations must be carried out in writing.
4 Within the framework of the budgets allocated to them, the Vice-Presidents allocate additional financing to the units during the year.

Article 16 Budgetary funds
1 The individual budgets are distributed among budgetary funds.
2 Budgetary funds are linked to the structure of EPFL and assigned either directly to the head of unit or to the person responsible for the fund.
3 The opening of a new budgetary fund by the Financial Service is linked to the allocation of an expenses budget.
4 Any transfer relating to budget A must include the technical rate applied as social security contributions (budget D).
5 At the annual closing, the balance of a budgetary fund is not carried over to the following year.

17 This consists of the following budgetary allocations:
- Salary budgets (basic financing – budgets A+D): these budgetary allocations cover salary costs, including all social security contributions, for regular staff employed on a permanent basis or on fixed-term contracts;
- Operating budget (basic financing – budget B): this budgetary allocation covers operating costs (equipment, general expenses, third-party services, etc.), travel expenses, replacement or acquisition of new investment goods and the purchase of computer hardware and software and other IT services. It is also used to finance salaries, including social security contributions for temporary staff (AE/AC and PI/HA) and funding supplements for the salaries of doctoral students employed on a research project by the Swiss National Science Foundation (SNSF);
- Other budgetary allocations:
  - Other salaries: Budget C
  - Central Services: Budget E
  - Educational projects: Budget F
  - Research projects (and start-up financing): Budget G
  - Revenue: Budget R.
Article 17  Multiannual funds

1 Multiannual funds are supplied by the financial contribution of the Confederation, either via the EPFL budget or via the budget of other institutions of the ETH Domain (including CEPF).
2 The balance of a multiannual fund may be carried over from one year to another.
3 The allocation is for a period of 12 months, providing that it comes from the EPFL budget. Allocations from the other institutions of the EPFL Domain may be for longer periods.
4 Multiannual funds have a starting and closing date.
5 At the closing date, a positive balance is refunded and a negative balance is offset by the unit’s resources.
6 Transfers on multiannual funds can only be decided by the Presidency and Vice-Presidencies. The President decides in the event of dispute.

Article 18  Monthly closing and budgetary control

1 EPFL accounts are closed monthly.\(^{18}\)
2 A budgetary control of all EPFL funds is carried out by the Financial Service for EPFL and by the persons responsible for finance and controlling for the Schools and Vice-Presidencies.

Article 19  Financial report to EPFL Direction

A financial report comprising budgetary control and the status of third-party funds is prepared and submitted to the Direction on a quarterly basis by the Vice-President for Finances.

Article 20  Financial statistics

1 The Vice-Presidency for Finances is responsible for maintaining and providing EPFL financial statistics, including those required by federal bodies.
2 These financial statistics are regularly made available to the Direction.

\(^{18}\) The closing of EPFL accounts is carried out around the 10th of the following month. Once the accounts have been closed, the financial reports for the period are final. Any requests for the cancellation or correction of entries are ascribed to the following period.
Chapter 5 Third-party funds

Article 21 Principles

1 Third-party funds are linked to projects or activities and allow the accounting management of third-party financial contributions.

2 Third-party funds are opened for a limited period defined by the project activity.

3 Heads of unit are responsible for any negative balance of the funds they manage and compensate it with the reserve fund.

4 If necessary, the head of the Financial Service is allowed to close a project fund.

Article 22 Employment of personnel on third-party funds

1 The employment of personnel with fixed-term contracts financed by a third-party fund must reconcile the budget and closing date of the said fund.

2 Any exceptions are the responsibility of the human resources manager, who decides in accordance with the Règlement de compétences RH.19

Article 23 Types of third-party funds

Each unit has project funds, designated funds20 and a reserve fund.

Article 24 Project funds

1 A project fund is opened by the Financial Service on the basis of a contract for an amount of more than CHF 50,000 and a request from the Research Office (research grants), Technology Transfer Office (research contracts) or General Counsel (sponsoring, donation and legacy contracts).

2 Each contract is first entered into one of the contract management databases.21

3 The project fund is closed on the date the contract ends. This action comes in principle three months after the deadline or at the latest after the final payment.

4 Any deficit or surplus on the project fund is offset by the unit’s reserve fund; however, the head of unit must conform to the specific management rules defined in the contract by the funding source, donor or sponsor.

5 The Financial Service may extend the duration of a fund on the basis of a valid contract (or amended contract), plus a request in accordance with paragraph 1.

Article 25 Designated fund

1 A designated fund registers revenue and expenditure not financed by a project fund.

2 A designated fund is supplied by the reserve fund or revenue from research or service contracts for amounts of less than CHF 50,00022.

3 Net expenditure is covered every semester by the reserve fund.
Article 26 Reserve fund

1 Any balance from a project fund that has reached its closure date and does not have to be refunded to the funding source is transferred to the unit’s reserve fund.

2 The balance of the reserve fund is to be used for teaching and research activities.

3 It can also be used to offset deficits on other funds.

4 The reserve fund only register internal transfers relating to surpluses or overdrafts on other funds and overheads.

Article 27 « Strategic reserve » fund

1 The Direction manages a « strategic reserve » fund.

2 All requests for financing by this fund must be submitted to the Vice-Presidency for Finances and the decision is made by the Direction.

Article 28 Third-party financial reports

1 The financial reports are based on the accounts.

2 The unit responsible for preparing the financial report bases it on the reporting structure and rules established by the funding sources.

3 The head of unit approves the financial reports submitted to them.

4 These financial reports are archived in the grants database by the Financial Service.
Chapter 6  Accounting transactions

Article 29  Financial Service
1 The Financial Service ensures the correct application of EPFL accounting regulations.
2 The Financial Service verifies the correctness of operations in accordance with the principles laid down in these Regulations.
3 The Financial Service supports the units in the financial management of their funds.

Article 30  Checking of conformity of supplier invoices
The Financial Service checks that signatures on invoices comply with the Signature Register.

Article 31  Correction of entries
1 Erroneous transactions must be corrected within 30 days at the latest after the monthly closing of accounts.
2 At year end, corrections of entries concerning basic financing are accepted up until the annual closing date (according to the closing guidelines issued by the Financial Service).
3 Duly documented and signed corrections must be sent to the Financial Service by the person responsible for the fund.

Article 32  Request for salary reversal
1 A reversal request may concern a salary debited to the wrong fund or a salary for which financing must be completely or partially changed.
2 The head of unit sends a signed reversal request to the human resources manager of their Vice-Presidency or School within 60 days following the monthly closure.
3 All reversal requests must conform to the rules of the funding source.

Article 33  Request for internal transfer from one fund to another
A request for an internal transfer between two funds must be signed by the head of unit and sent to the Financial Service.
Chapter 7  Contracts and signatory rights

Section 1  Signatory rights in general

Article 34  Scope

1 This chapter determines the signatory rights of EPFL employees and signatory requirements for transactions involving the financial obligations of EPFL towards third parties or internally (e.g. reversals).

2 Subject to the minimum requirements stipulated in these Regulations, heads of units can impose stricter rules regarding signatory rights within their unit (subject to Art. 36 par. 2).

Article 35  Principle and responsibility

1 Heads of Level 4 units automatically have signatory rights up to CHF 50,000.

2 Persons responsible for a fund other than the head of unit are automatically granted power of procuration (of CHF 5,000) for this fund.

3 In signing, the signatory accepts responsibility for the content of the documents they sign.

4 When a head of unit grants a delegation or procuration regarding signatory rights, they nonetheless remain responsible for the financial status of their unit.

Article 36  Delegation and procuration

1 Delegation authorises signatory rights for a level 4 unit for the amount of CHF 5,000 or, exceptionally, CHF 50,000. Any derogation shall be dealt with in accordance with Article 56 of these Regulations.

2 At least one person per unit shall be granted delegation (in principle the unit administrator).

3 Procuration authorises signatory rights for a particular fund for the amount of CHF 5,000.

Article 37  Signature Register

1 The Signature Register consists of a table including the rights of heads of units, unit administrators, persons responsible for funds and persons granted delegation or power of procuration.

2 All persons authorised to enter into commitments on behalf of EPFL must appear in the Signature Register and be employed by EPFL.

3 Only the Signature Register is authentic.

4 The collection and maintenance of the handwritten signatures of EPFL staff members is under the responsibility of Human Resources. The scanned signature is part of each staff member’s personal file.

5 The General Counsel is responsible for the Signature Register.

6 The Vice-President for Finances is in charge of the Register’s management.

7 All heads of unit have access to their unit’s register. They approve the signatory rights granted within their unit on an annual basis.

See also Appendix 2.
Article 38  
Electronic validation
Any electronic validation process must be in conformity with the Signature Register.

Article 39  
Conflicts of interest

1  The employee informs their direct superior or goes through the appropriate official channels in case of doubt relating to a conflict of interest concerning a financial transaction, in accordance with the Regulations concerning the procedure to be followed for the acquisition of goods and services in the event of possible conflicts of interest.\(^3\)

2  Consequently, employees must not accept, or seek or receive promises of goods or other advantages for themselves or other persons in the exercise of activities resulting from their contract of employment.

Section 2  
General points concerning contracts

Article 40  
Definition, form and signature

1  Contracts arise from a voluntary commitment binding at least two parties to a specific service and price.

2  Contracts for an amount exceeding CHF 500 must be concluded in writing.

3  Two signatures are required for all contracts involving an amount exceeding CHF 5,000.

4  The source of the countersignature depends on the type and amount of the contract, in accordance with Sections 3 and 4.

Article 41  
Electronic archiving of contracts

Once signed, contracts shall be recorded in the dedicated databases (GrantsDB, Polycontrat or SAP). Any contracts not recorded in these databases must be archived by the units and put at the Financial Service’s disposal if necessary.

Section 3  
Signatory rights linked with revenue

Article 42  
Signatory rights for grant contracts

1  The Research Office, as institutional signature holder, signs all contracts concerning research grants in accordance with the DSCRTT.\(^3\)

2  The person responsible for the fund prepares and signs the calls for funds in accordance with the contract.
Article 43  Signatory rights for research or service contracts and licences

1 The Technology Transfer Office (hereinafter TTO) countersigns with the head of unit concerned research or service contracts and licensing agreements in accordance with the DSCRTT.35

2 The TTO monitors the payment of royalties from licensing agreements and requests for the payment of such fees.

Article 44  Signatory rights for donation, legacy and sponsoring contracts

1 The Direction approves all donation, legacy or sponsoring contracts involving an amount exceeding CHF 50,000.

2 The President signs donation, legacy or sponsoring contracts involving an amount exceeding CHF 50,000 after approval by the Direction.

Article 45  Contracts drawn up by simple partnership companies connected to EPFL

Simple partnerships shall set out their signatory rights in a “management principles” document while observing the rules established in these Financial Regulations.

Section 4  Signatory rights linked with expenditure

Article 46  Signatory rights for human resources

Signatory rights concerning HR contracts are defined in the Règlement de compétences RH.36

Article 47  Signatory rights for commercial contracts

Rights for the second signature depend on the amount and type of expenditure according to the table below:

<table>
<thead>
<tr>
<th>Level of competence</th>
<th>Limit of amount</th>
<th>from</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>5’000</td>
<td>50’000</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>First signature - limit of competence</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Second signature</td>
<td></td>
</tr>
</tbody>
</table>

35 When the amount of third-party funding is less than CHF 50,000, the head of unit may sign the contract alone. LEX 3.4.1 DSCRTT, Art 19 al 4.

36 LEX 4.6.1 Règlement de compétences Ressources Humaines (RCRH).
Article 48  Signatory rights for reimbursement of professional expenses
1 The Directive concerning professional travel and the reimbursement of expenses stipulates the details regarding the reimbursement of these expenses.  
2 All expense claim forms must be signed by the beneficiary of the reimbursement and head of unit. 
3 If the beneficiary of the reimbursement is also the head of unit, the signature of the direct superior is required. 
4 For reimbursement of the professional expenses of the Deans, the countersignature is provided by the Vice-President for Finances. 
5 For reimbursement of the professional expenses of the Vice-Presidents and President, the countersignature is provided by the General Counsel.

Section 5  Special signatory rights

Article 49  Signatory rights for internal transactions
Internal transactions at EPFL require only one signature, that of the head of unit at the origin of the transaction or of the latter's delegate according to Art. 36.

Article 50  Drawing up lease agreements
Lease agreements are dealt with by Vice-President for Finances.

Article 51  Inter-institutional agreements
Signed between EPFL and another academic institution. Signing these contracts is the responsibility of the EPFL Direction.

Article 52  (Financial) loan agreements
The EPFL President and a Vice President shall jointly sign any financial loan agreement.

Article 53  Signatory rights in the event of possible conflict of interests
1 For any acquisition of goods or services in the event of a possible conflict of interests (e.g. from a spin-off / start-up connected with the unit), the procedure and signatory rights are determined in the regulations adopted by the Direction concerning this subject. 
2 For any other contract between a unit and a spin-off / start-up in which the head of unit has interests or exercises an activity, the countersignature of the Dean is required.

37 LEX 5.6.1 Directive concerning professional travel and the reimbursement of expenses. 
38 By their signature, the head of unit or their delegate certifies the economic necessity of these expenses in the interests of EPFL and their conformity in relation to the budget and supporting documents presented. 
39 See also LEX 7.1.0.2 Directive immobilière du domaine des EPF, Art. 17. 
40 LEX 3.4.1 DSCRRT, Art.17 al 3. 
41 LEX 5.8.3 Regulations concerning the procedure to be followed for the acquisition of goods and services in the event of possible conflicts of interest. 
42 LEX 4.1.1 Directive concerning the management of conflicts of interest.
Article 54  Signatory rights for bank and post office accounts

1 All bank and post office accounts are opened in the name of EPFL.
2 These accounts are managed by the Financial Service, which represents EPFL with regard to banks and Postfinance.
3 These accounts require two signatures, regardless of the amount.

Article 55  Special signatory rights

1 The President may delegate signatory rights to the Vice-Presidents or General Counsel for matters linked with a particular domain.
2 The Delegates of the Vice-Presidencies are authorised to undertake financial commitments for an amount of up to CHF 100,000.
3 The persons responsible for finance and controlling for the Schools, Vice-Presidencies or Transdisciplinary Entities are authorised to countersign financial commitments for an amount of up to CHF 50,000.

Article 56  Derogations

1 The Vice-President for Finances validates the individual signatures accorded special authorisations in relation to the present Regulations.
2 Special authorisations are recorded in the Signature Register.
Chapter 8  Income-generating contracts, invoicing, collection & VAT

Article 57  General points

1 All income-generating agreements shall be subject to a contract, which shall mention at least the name of the client, funding source or donor, the amount and currency, the nature of the service, the date of the contract, the period of performance of the service (if applicable) and payment deadlines and terms.

2 The TTO provides templates for research agreements and agreements for scientific services such as testing or measurements.

3 All resources (goods and services) supplied or made available by EPFL to third parties must be invoiced in accordance with the directives issued by the Financial Service. Heads of unit give instructions to ensure the entirety of invoicing within their unit, and check this upon their biannual control of accounts.

4 EPFL charges fees for its services, particularly tuition fees and payment for the use of its infrastructures.

5 EPFL revenue and remuneration must be paid exclusively into a bank or post office account in the name of EPFL.

Article 58  Rates and overheads

1 For goods and services sold to third parties, the rates applied must conform to those practised on the market and comply with commercial practices.

2 The pricing practice must be clearly documented and accessible when needed.

3 All services invoiced to a third party include an overhead as contribution to indirect costs.

4 The applicable overhead rate and internal allocation of the amount in question is set out in an appendix to these Regulations.

5 Unless otherwise decided by the competent body, a 60% overhead rate applies.

6 When EPFL is the recipient of a grant and subcontracts tasks to a third party, unless otherwise specified the maximum overhead granted by the funding source also applies to the share of funding allocated to the subcontracted part.

7 Where the subcontracted amount in the framework of a research or service contract is above CHF 50,000, the EPFL applies a 20% overhead on this amount.

8 The overhead repartition principle doesn’t apply to VPRHO.

Article 59  System and deadlines

1 The services provided by an EPFL unit must be invoiced within 15 days at the latest following the date of the provision of the service.

2 Each head of unit must keep a permanent record of services provided and a record of invoices to be made out.

---

43 See http://tto.epfl.ch/modeles_de_contrats_1 and http://tto.epfl.ch/modeles_de_contrats_eng_1
44 LEX 1.0.1 Art. 34d of the Federal Act on the Federal Institutes of Technology (FIT Act).
45 LEX 3.4.1 Art. 5.2 EPFL Directive on grants, research contracts and technology transfer (DSCR TT).
Article 60  Issuing and sending of invoices

1 The head of unit must ensure that the invoice is prepared according to the terms and conditions of the contract or requests for reimbursements.

2 The Sesame portal is used as a priority to edit the invoices sent to clients or funding sources. During the period of deployment of the invoicing application, a copy of invoices sent out and related documents must be forwarded to the Financial Service.

Article 61  Value added tax (VAT)

1 EPFL is subject to the Value Added Tax Act.

2 The Financial Service informs the units regarding VAT and the rate applicable for all invoices issued by EPFL.

3 All invoices issued by EPFL mention the VAT rate applied and whether or not the invoiced amount includes VAT.

Article 62  Conditions of payment

1 EPFL conditions of payment are 30 days following the date of the invoice.

2 Provision may be made for special conditions with the agreement of the head of the Financial service.

3 Prices are net. No rebate, discount, or reduction is allowed.

Article 63  Accounting of revenue

1 The revenue from services resulting particularly from a research contract, grant, provision of scientific service, licence, technology transfer or sale of services is credited to a third-party fund of the unit.

2 The revenue from the resale of EPFL goods is credited in accordance with the instructions of the purchase office concerned.

3 The Financial Service is competent to determine to which fund a revenue will be credited.

Article 64  Reminders and collection procedures

1 The Financial Service is responsible for reminders and collection.

2 The Financial Service issues instructions concerning reminders and collection. The collection procedure comprises two levels of reminders.

3 Heads of unit shall provide the Financial Service with any information likely to support or alter the collection procedure.

46 This information is required for the EPFL closing of accounts.
Chapter 9  Investment policy and petty cash management

Section 1  Investment

Article 65  Subject
1 The Convention de trésorerie entre le CEPF et l'Administration fédérale des finances, and the Directive de placement du Conseil des EPF govern:
   - the cash flows of the financial contribution of the Confederation;
   - the way in which institutions of the EPFL Domain invest their capital;
   - their responsibility with regard to currency exchange rate control;
   - the planning and preservation of liquid assets and the resulting reporting duties.

2 The rules concerning investment activities are defined in the Cash management agreement.

Article 66  Investment Committee
1 The Direction appoints an Investment Committee.
2 The cash management agreement specifies the activities and responsibilities of the Investment Committee.

Section 2  Petty cash management

Article 67  Petty cash of units
1 The head of unit can request a petty cash advance of CHF 300 from the Financial Service to cover small operating expenses.
2 Petty cash transactions are listed in a cash book.
3 The head of unit checks the petty cash balance quarterly and verifies that the balance corresponds to the amount indicated in the cash book.
4 The control must be documented, signed and archived for 10 years by the unit.

Section 3  Credit cards

Article 68  Personal credit cards
EPFL personal credit cards are reserved for members of the Direction.

---

47 LEX 5.7.1 Convention de trésorerie.
48 LEX 5.7.2 Directive de placement du Conseil des EPF.
49 LEX 5.7.3 Règlement de trésorerie.
50 LEX 5.7.3 Règlement de trésorerie – Art. 2.1.2 Comité de placement.
51 The head of unit may delegate this task to an employee who is not involved in the process.
52 LEX 5.4.1 Directive on the use of credit cards.
Article 69  Purchasing credit cards

1 Purchasing credit cards are provided to EPFL units by the Financial Service for making online purchases.

2 All units possessing a purchasing credit card must ensure that transactions are approved at all times and that all card management activities are carried out within the deadlines, in accordance with the rules concerning their use.

3 The purchasing credit card is not personal and does not require a signature.

4 This method of payment is intended exclusively for transactions of a value of less than CHF 5,000.

5 Purchasing inventory goods is prohibited. The Financial Service may decide on exceptions.

6 Failure on the part of the credit card manager to respect the rules applicable may result in the credit card being blocked by the Financial Service.

Article 70  Lodged card for professional travel

1 The official EPFL travel agency holds a lodged card, used primarily for the payment of plane tickets and hotel reservations.

2 The fund linked with the travel number, which is indicated when the order is placed at the EPFL travel agency, is automatically debited via an electronic invoicing system.
Chapter 10  Controlling and internal control

Section 1  Controlling

Article 71  General principles
1  The head of unit ensures that the competences and financial processes are clearly established and known by all the unit’s staff.
2  The head of unit checks that all financial transactions are documented and archived.
3  The person responsible for finance and controlling and the human resources manager of the Vice-Presidency or School concerned support the head of unit in this activity.

Article 72  Monthly control of funds by head of unit
1  The head of unit must control the management of the funds for which they are responsible.
2  They must carry out a monthly control of the entirety and accuracy of the accounting entries (revenue and expenditure) for each fund, as well as the status of contracts (employment, purchase, sales).
3  The reports necessary for controlling the funds and salaries of all staff whose employment is financed by the funds of a unit are available via the « Infocentre » tool.
4  Any overdraft on a fund must be reported by the head of unit to the person responsible for finance and controlling for the Vice-Presidency or School.

Article 73  Biannual control of funds by head of unit
1  The head of unit must validate by their signature the list of the balances of all the funds of their unit twice yearly (June and December).
2  These signed lists are archived by the unit.

Article 74  Quarterly control of funds in deficit by Financial Service
1  The Financial Service produces a list of funds in deficit.
2  This list is analysed jointly by the Financial Service and the persons responsible for finance and controlling for each School and Vice-Presidency.
3  In the event of an overdraft, the head of unit must justify if requested to do so any negative balance or overdraft on the funds they manage.

In the event of a negative balance, the following procedure applies:

1 For basic financing:
   The head of unit is responsible to the Vice-President or Dean to whom he reports, who may order the following measures to be taken against the head of unit:
   a. invitation to a personal discussion;
   b. written injunction;
   c. blocking of funds;
   d. measures to offset the deficit (by transfer from a reserve fund);
   e. suspension of staff hiring (e.g. non-renewal of posts when contracts expire);
   f. budgetary cuts the following year.

2 For additional financing:
   a. the head of unit or person responsible for the fund is responsible to the Vice-President or Dean who allocated the resources;

54
The funds that are in deficit are mentioned in the quarterly financial reporting distributed to the Direction.

Article 75  Access to financial data
1 All persons who have access to data originating from EPFL information systems are bound by the duty of discretion, in accordance with the provisions in force concerning data protection (RS 235.1 Federal Act on Data Protection).
2 The head of unit and the unit administrator have the right to consult the funds and data concerning the staff of their unit.
3 The head of unit can delegate this access to other persons.

Article 76  Archiving
1 All accounting records processed by the Financial Service are digitised and archived for a period of 10 years.
2 The units archive for a period of 10 years the half-year fund balance statements and petty cash statements, as well as holiday records.
3 Other documents such as financial reports and working day reports are kept by the units and must also be archived for a period of 10 years.

Article 77  Decision Register
1 The persons responsible for finance and controlling for the Schools archive all their School’s financial decisions in a « Financial Decisions Register ».
2 The decision document must specify the source of financing and the approved amount.

Section 2  Internal control

Article 78  Internal Control System (ICS)
1 The EPFL internal control system (ICS) contains the risks relating to the financial impact of management processes and implements key controls for an acceptable risk level.
2 This system serves to guarantee that financial operations at EPFL are carried out in accordance with existing rules and regulations.
3 The Vice-President for Finances is responsible for the ICS and the monitoring of key controls.

b. in the event of overdrafts on funds and in order to ensure the efficient use of resources, the latter may order measures to be taken in accordance with point 1 above, letters a, b and d, or even the revocation of the allocation of resources.

3 For third-party funds:
a. the head of unit and person responsible for the fund are responsible to the School Dean who, in the event of overdrafts on funds, may order measures to be taken in accordance with point 1 above, letters a, b, d and f;
b. other measures agreed in writing with the funding source are moreover reserved.

The Vice-President for Finances informs the Direction of cases requiring special attention via the quarterly financial reporting to the Direction.

In accordance with the provisions in force and appearing on the form requesting access rights to the « Infocentre » (available via the « Infocentre » application).

LEX 1.7.1 Directive du système de contrôle interne (SCI) à l’EPFL.
Chapter 11  Audit and control bodies

Article 79  Swiss Federal Audit Office
The Swiss Federal Audit Office (SFAO) audits the EPFL accounts in its capacity as external auditor of the ETH Domain (FIT Act)\(^{57}\). It exercises financial supervision according to the criteria of regularity, legality and profitability (LCF Art. 5 par. 1)\(^{58}\), particularly with regard to recipients of subsidies from the Confederation (LCF Art. 8 par. 1 let. c).

Article 80  Internal Audit of the ETH Board
The Internal Audit of the ETH Board is responsible for the internal auditing of the institutions of the ETH Domain, of which EPFL is one.

Article 81  Audit Coordination Committee
1. The Audit Coordination Committee (CCA) is responsible for the coordination of all audits.
2. Its role and responsibilities are described in the Regulations concerning risk management organisation at EPFL\(^ {59}\).
3. The preparation and follow-up of audits mandated by the supervisory bodies of the funding sources are coordinated by the Support Unit for Research Project Audits (CAP)\(^ {60}\).
4. The EPFL CCA may order audits to be carried out.

---

\(^{57}\) LEX 1.0.1 Art. 35a par. 3 of the Federal Act on the Federal Institutes of Technology.
\(^{58}\) LEX 1.6.0.1 Loi fédérale sur le Contrôle fédéral des finances (LCF).
\(^{59}\) LEX 1.4.3 Regulations concerning risk management organisation at EPFL.
\(^{60}\) The CAP works in close collaboration with the head of unit, the person responsible for finance and controlling for the School or Vice-Presidency, Financial Service staff and the human resources manager concerned. Heads of units must inform the CAP immediately if they are informed directly that an audit is going to be carried out on one of the projects for which they are responsible. Communication with the auditors is the responsibility of the CAP. The follow-up of any audit recommendations is supervised by the CAP.
Chapter 12  Closure of units

Article 82  Planning of retirement of head of a research unit

1 Three years prior to the retirement, the Dean prepares a departure checklist.
2 The departure checklist documents the situation of the unit’s resources (basic financing, administrative and technical staff, equipment, offices, current projects financed by third-party funds and resulting obligations, amount of reserve fund, royalties, doctoral candidates for which professor is responsible) and determines the arrangements to be made up until the time of retirement.
3 The departure checklist is signed by the head of unit and the Dean.
4 The Dean, in collaboration with Human Resources, the person responsible for finance and controlling for the School, the head of infrastructures and the head of unit concerned, is responsible for documenting the status of resources when the departure checklist is drawn up.
5 The budget for the year during which the retirement takes place takes into account the conditions mentioned in the departure checklist.

Article 83  Balance of funds, withdrawal of resources

1 The head of unit ensures, at the time of their retirement, that the funds allocated to them have no negative balance and that no outstanding contractual obligations exist.
2 Once all contractual obligations have been fulfilled, it is the responsibility of the School Dean to settle the balances on designated or third-party funds, whether positive or negative, via the reserve fund.

Article 84  Right to use funds

1 The termination of the employment contract automatically results in the suspension of the right of a head of unit to use the unit’s funds.
2 Any delegation of rights regarding the unit ceases on the day of departure.
3 In response to a duly justified request on the part of the head of unit, the Dean may authorise the latter to retain the right to use the funds for a limited period of time. However, the former head of unit no longer possesses any signatory rights. These rights are transmitted to the person who is henceforth responsible for the funds.

Article 85  Change of head of unit

1 In the case of a change of head of unit, the above provisions apply by analogy.
2 If, in the case of a change of head of unit, specific projects continue at their new workplace, the person responsible for the fund must obtain the prior consent of the funding source.
3 In the case of the departure of the head of a unit that receives royalties resulting from the exploitation of intellectual property, the Dean of Research determines the right concerning the use of the share reserved for the research group concerned.

Article 86  Audit

1 The Internal Audit Department of the ETH Board audits the unit prior to the departure of the head of unit.
This audit is coordinated by the person responsible for finance and controlling for the Vice-Presidency or School concerned.

Chapter 13 Final provisions

Article 87 Sanctions

Any violation of the provisions of these Regulations constitutes a failure to fulfil professional obligations that may be punishable by sanctions.\(^2\)

Article 88 Transitional provisions

The previous provisions applying to obligations entered into by EPFL before the coming into force of these Regulations remain valid.

Article 89 Legal provisions

The current version of legal texts cited in these Regulations can be found in the Polylex electronic compendium.

Article 90 Abrogation of previous provisions

The coming into force of these Regulations results in the abrogation of the following:

- Règlement financier annoté of 21 December 2001;

Chapter 14 Coming into force

Article 91 Coming into force

The present Regulations come into force on 12 March 2012, Version 1.7 Status as at 01.01.2017.

On behalf of the EPFL Direction:

Patrick Aebischer
President

Susan Killias
General Counsel

\(^2\) LEX 4.1.0.4 Art. 58a of the Ordonnance sur le personnel du domaine des EPF.
Abbreviations and Glossary

Abbreviations

CA       Purchase Office
CAP      Support Unit for Research Project Audits
CCA      Audit Coordination Committee
CEPF     ETH Board
CTI      Commission for Technology and Innovation
CUS      Swiss University Conference
DABS     Strategic Purchasing Office
DII      Real Estate and Infrastructures Domain
DIT      IT Domain
DSCRTT   EPFL Directive on grants, research contracts and technology transfer
FBL      Federal Office for Buildings and Logistics
GEC      General Counsel
ICS      Internal Control System
LEX      Polylex
NCCR     National Centres of Competence in Research
OpenText Digitised document archiving software (linked with SAP tools)
REO      Research Office
SAC      Registrar’s Office
SISB     Scientific Information and Libraries
SNSF     Swiss National Science Foundation
TTO      Technology Transfer Office
VAT      Value Added Tax
VP       Vice Presidency
Glossary

<table>
<thead>
<tr>
<th>Terms</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analytical accounting</td>
<td>Cost price or cost accounting. This accounting serves particularly to provide information concerning the cost of education, research and services.</td>
</tr>
<tr>
<td>Budget account</td>
<td>A budget account is used for each financial transaction in order to determine the nature of the revenue or expenditure. The budget accounts are grouped into a chart of accounts common to the ETH Domain.</td>
</tr>
<tr>
<td>Budgetary accounting</td>
<td>Revenue and expenditure accounting per fund.</td>
</tr>
<tr>
<td>Budgetary fund</td>
<td>This is used to manage the global budget – these funds are grouped into individual budgets. At the annual closure, the budgetary balance of this type of fund is not carried over to the following year.</td>
</tr>
<tr>
<td>Contributions</td>
<td>Generic term for donations, inheritances and legacies received from donors.</td>
</tr>
<tr>
<td>Cost centre</td>
<td>Unit grouping financial activities. These units are attributed an identification number in the Unit Accreditation database.</td>
</tr>
<tr>
<td>ETH Board</td>
<td>Strategic management and control body of the ETH Domain (Art. 33a of the Federal Act on the Federal Institutes of Technology&lt;sup&gt;62&lt;/sup&gt;).</td>
</tr>
<tr>
<td>Financial accounting</td>
<td>Income and expenditure accounting. This accounting allows the production of the profit and loss account, investment account, balance sheet, and fund flow.</td>
</tr>
<tr>
<td>Funding source</td>
<td>Comprises all external entities providing research funding</td>
</tr>
<tr>
<td>ICS</td>
<td>Internal Control System. The EPFL internal control system contains the risks relating to the financial impact of management processes and defines controls to attenuate these risks. This system helps to guarantee that financial operations at EPFL are carried out in accordance with all existing rules and regulations.</td>
</tr>
<tr>
<td>Operating budget</td>
<td>Basic financing comprises the financial resources allocated in the form of operating budget by the President of EPFL to the Schools and Vice-Presidencies to allow then to fulfil their basic mandate of teaching, research and technology transfer, provide services or invest in infrastructures.</td>
</tr>
<tr>
<td>Polycontrat</td>
<td>EPFL contract management software.</td>
</tr>
<tr>
<td>Polylex</td>
<td>Electronic compendium of legal texts applicable at EPFL.</td>
</tr>
<tr>
<td>Professional expenses</td>
<td>Expenses incurred by EPFL staff for activities linked with their employment (including professional travel, entertainment expenses and other allowances).</td>
</tr>
</tbody>
</table>

<sup>62</sup> LEX 1.0.1 Federal Act on the Federal Institutes of Technology
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supplementary budget</td>
<td>Additional financing comprises the financial resources allocated in the form of supplementary budgets by a member of the Direction for the financing of specific projects of limited duration.</td>
</tr>
<tr>
<td>Technology Transfer Office</td>
<td>The Technology Transfer Office (TTO) evaluates EPFL inventions, files patent applications, transfers EPFL intellectual property, and negotiates and approves research contracts with companies and licensing agreements.</td>
</tr>
<tr>
<td>Third-party fund</td>
<td>These funds are used to manage financial contributions from third parties. The balance of third-party funds is carried forward at the annual closure.</td>
</tr>
<tr>
<td>Transaction</td>
<td>Financial operation.</td>
</tr>
<tr>
<td>Type of fund</td>
<td>EPFL distinguishes between two types of funds according to their origin:</td>
</tr>
<tr>
<td></td>
<td>- for internal resources: budgetary funds;</td>
</tr>
<tr>
<td></td>
<td>- for external resources: third-party funds.</td>
</tr>
<tr>
<td>VAT</td>
<td>Value added tax. For simplification purposes, the amounts appearing in the present document do not include VAT even if VAT applies to the transaction concerned.</td>
</tr>
</tbody>
</table>
Appendix 1: Overhead Deduction Rates and Allocation

Principles
- Overhead distribution rules: an overhead is withheld and allocated to the rate of 10% to the research unit, 20% to the Faculty/Vice Presidency and 70% to the central fund.
- If the remittance is to be split between different research units, the leading applicant unit will be allocated the 10% overhead.

The table below indicates the applicable deduction rates. Unless otherwise specified by the competent decision body (TTO, REO, SF or GEC), the financial service will withhold an overhead rate of 60%.

<table>
<thead>
<tr>
<th>Decision unit</th>
<th>Funding partner category</th>
<th>Funding type</th>
<th>Funding purpose</th>
<th>Distinguishing criterion</th>
<th>OH rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>TTO</td>
<td>Enterprises</td>
<td>Research contracts</td>
<td>Research projects</td>
<td>The funding partner gets certain rights, generally exclusive, on project results.</td>
<td>40%</td>
</tr>
<tr>
<td>TTO</td>
<td>Enterprises</td>
<td>Industrial Grants</td>
<td>Research projects</td>
<td>The funding partner is only granted an option to negotiate the rights on the outcomes and results of the research conducted.</td>
<td>20%</td>
</tr>
<tr>
<td>TTO</td>
<td>Enterprises</td>
<td>Service contracts</td>
<td>Scientific services</td>
<td>Scientific services such as: routine analyses, tests, expertise, consultancies. No creation of new IP.</td>
<td>60%</td>
</tr>
<tr>
<td>TTO</td>
<td>Enterprises or other entities including academic entities</td>
<td>Use of scientific equipment including platforms</td>
<td>Scientific services</td>
<td>The funding partner can use scientific equipment on EPFL premises including “users labs” (CMI).</td>
<td>60%</td>
</tr>
<tr>
<td>TTO</td>
<td>Enterprises</td>
<td>Donations</td>
<td>Research conducted within a unit (domain or particular project)</td>
<td>EPFL has no obligations other than the production of reports and/or the mention of the financial contribution.</td>
<td>0%</td>
</tr>
<tr>
<td>REO</td>
<td>Not-for-profit entities</td>
<td>Research contracts</td>
<td>Research projects</td>
<td>EPFL preserves (at least) one non-exclusive and free right to use and exploit the outcomes and results of a research and the publications rights.</td>
<td>20%</td>
</tr>
<tr>
<td>REO</td>
<td>Not-for-profit entities</td>
<td>Other contracts</td>
<td>Research project or services</td>
<td>The funding partner has the exclusive rights on the outcomes and the results of the research:</td>
<td>40% or 60%</td>
</tr>
</tbody>
</table>
### Financial Regulations

**12 March 2012, Status as at 1 January 2017**

<table>
<thead>
<tr>
<th>REO</th>
<th>Not-for-profit entities or individual entities.</th>
<th>Donations</th>
<th>Research conducted within a unit (domain or particular project)</th>
<th>40%: if set as per art. 3.1 of DSCRTT guidelines 60%: if set as per art. 3.2 of DSCRTT guidelines</th>
<th>EPFL has no obligations other than the production of reports and/or the mention of the financial contribution.</th>
<th>0%</th>
</tr>
</thead>
<tbody>
<tr>
<td>SF</td>
<td>Enterprises or other</td>
<td>Training services (other than continuing education)</td>
<td>Registration fees to a conference</td>
<td>The organising entity pays for the venues rental fees, other expenses, etc to the EPFL’s event management office.</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td>SF</td>
<td>Enterprises or other</td>
<td>Tuition invoicing</td>
<td></td>
<td></td>
<td>20%</td>
<td></td>
</tr>
<tr>
<td>SF</td>
<td>Enterprises or other</td>
<td>Other services</td>
<td>See examples</td>
<td></td>
<td>60%</td>
<td></td>
</tr>
<tr>
<td>GEC</td>
<td>Any funding source</td>
<td>Sponsorship and patronage at EPFL level (Fundraising)</td>
<td>Research programs enclosing various projects and/or various research units / financial centres</td>
<td>The funding partner has the rights to communicate on its funding activities (e.g. visibility onsite or online – rights to communicate on projects, etc.)</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chair sponsorship</td>
<td></td>
<td>The funding partner has the (sole) right to name the Chair.</td>
<td>0%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other (e.g. conference, donations to activities not in relation to research).</td>
<td></td>
<td>The funding partner has the (sole) right to mention its name in relation to the funded event.</td>
<td>0%</td>
<td></td>
</tr>
</tbody>
</table>

---

63 All other services that are not already covered and mentioned in the frame of the table above.

64 Examples: venue renting; mice housing; career centre services (job advertisement, help in the search for candidates); book drafting; labour force for setting up an exhibition/event; secretarial office tasks; sales of chemical goods or products; invoicing of administrative and technical services.

65 Funding for the running costs of a centre.
Applicable Overhead rates for subsidies awarded through public agencies

- SNSF (Swiss National Science Foundation): the SNSF contributes to an overhead in addition to its subsidies (except on Consolidator and Starting Grants including an overhead rate of 15%).
- CTI (Commission for Technology and Innovation): 0 %
- ETH Board (French: Conseil des EPF): 0 %
- SERI (State Secretariat for Education, Research and Innovation): 0 %
- Federal offices (OFEN, OFROU, OFEV): - Grant contracts: 0 %.
  Research and service contracts: an overhead rate of 20%, 40% or 60% is applied according to EPFL Directive on Grants, Research Contracts and Technology Transfer (DSCRTT).

- NIH (National Institutes of Health, USA) for non-US organisations: 8 % of direct costs, without equipment.
- ESA (European Space Agency): 6 %

- European Commission – applicable overhead:
  - ERC, CP, NOE and Capacities projects 20%
  - «Joint Technology Initiatives» (JTI) defined and specified in each «Work Program»
  - «Coordination and Support Actions» (CSA) 7%
  - Marie-Curie and COFUND 10%
  - HBP 20 – 60%

- H2020 Program (SEFRI and European Commission): 25% (except MSC, for which specific rules are set on a case-by-case basis)

---

66 The current overhead rate at EPFL for research subsidies is the maximum rate admitted by the agency or the foundation’s regulations.

67 The SNSF applies an overhead rate *a posteriori* on all subsidies awarded to EPFL over a time period of one year. The overhead rate is determined on an annual basis.
## Appendix 2: Signature Register – Procedure to Create a Signatory Right

<table>
<thead>
<tr>
<th>Level</th>
<th>Amount</th>
<th>Joint Approval by</th>
<th>Notification of Creation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procuration Fund</td>
<td>up to CHF 5,000</td>
<td>Head of Unit, Finance Officer</td>
<td>Head of Unit, Finance Officer, Beneficiary</td>
</tr>
<tr>
<td>Delegation 4</td>
<td>up to CHF 5,000, up to CHF 50,000</td>
<td>Head of Unit, Finance Officer</td>
<td>Head of Unit, Finance Officer, Beneficiary</td>
</tr>
<tr>
<td>Delegation 3</td>
<td>up to CHF 5,000, up to CHF 50,000</td>
<td>Head of Institute, Finance Officer</td>
<td>Head of Institute, Finance Officer, Beneficiary</td>
</tr>
<tr>
<td>Delegation 3</td>
<td>up to CHF 100,000</td>
<td>Head of Institute, VP / Dean</td>
<td>Head of Institute, VP / Dean, Beneficiary</td>
</tr>
<tr>
<td>Delegation 2</td>
<td>up to CHF 5,000, up to CHF 50,000</td>
<td>VP / Dean, Finance Officer</td>
<td>VP / Dean, Finance Officer, Beneficiary</td>
</tr>
<tr>
<td>Delegation 2</td>
<td>up to CHF 500,000</td>
<td>Dean / VP, President</td>
<td>VP / Dean, President, Beneficiary</td>
</tr>
<tr>
<td>Delegation ...</td>
<td>Over CHF 500,000</td>
<td>President, GEC Member</td>
<td>President, GEC Member, Beneficiary</td>
</tr>
</tbody>
</table>