

VU Framework on Fossil Free Research

Table of contents

Introduction.....	2
Scope	2
1. Definitions	2
1.1 Who does this framework apply to?	2
1.2 What does this framework apply to?	2
2. The CFFR	3
2.1 When to contact the CFFR?	3
2.2 What is the task of the CFFR?	4
2.3 CFFR Procedure	4
2.4 Appointment and composition	5
2.5 Confidentiality	6
2.6 Recognition and Rewards	6
3. Final provisions	6
Appendix 1: Overview of VU courtesy categories	7
Appendix 2: Classifying FF companies within this framework	8
Appendix 3: Examples of what are not research collaborations within this framework	9
Appendix 4: Privacy Statement VU Framework on Fossil Free Research.....	10

Introduction

On 20 April 2023, VU Amsterdam (VU) decided to enter new research collaborations with companies from the fossil fuel sector only if they demonstrably commit, in the short term, to the objectives of the Paris Climate Agreement and the level of decarbonization required to limit temperature increase to a maximum of 2°C, and ideally to 1.5°C.

Scope

To implement this decision, this framework defines:

1. who and what this decision applies to;
2. how to establish whether a company is from the fossil fuel sector, hereafter referred to as *FF company*;
3. what *research collaboration* means;
4. criteria to determine whether a FF company is in line with objectives of the Paris Climate Agreement;
5. a review and decision-making process to support compliance to this framework.

This framework is binding for all faculties based on article 4.7 of the Vrije Universiteit Management Relations. It is the responsibility of a Faculty Board to ensure this framework is followed within the faculty. Whereas Amsterdam UMC is a separate entity, the framework does apply to the VU Faculty of Medicine and consequently to all Amsterdam UMC employees affiliated to Vrije Universiteit Amsterdam.

1. Definitions

1.1 Who does this framework apply to?

VU affiliate: VU employees and individuals with VU courtesy privileges¹ such as VU emeriti and PhD candidates.

1.2 What does this framework apply to?

FF company²: Any business identified by the Global Industry Classification Standard in sectors of oil and gas drilling, integrated oil & gas, oil & gas exploration and production, and coal and consumable fuels including majority owned and wholly owned subsidiaries.

[Appendix 2](#) offers the methodology used to classify a company as a FF company.

Research collaboration: A research collaboration includes but is not limited to when two or more individuals or groups collaborate on the conducting of research as defined in article 1.1 sub 2 [Netherlands Code of Conduct for Research Integrity 2018](#): *'Research' refers to all activities connected to the practice of research – applying for funding, designing and conducting research, engaging in assessment and peer review, serving as an expert and documenting, reporting and publicizing research.*

[Appendix 3](#) offers examples of what are not considered research collaborations within this framework.

¹ A complete list of categories falling under VU courtesy is offered in [Appendix 1](#).

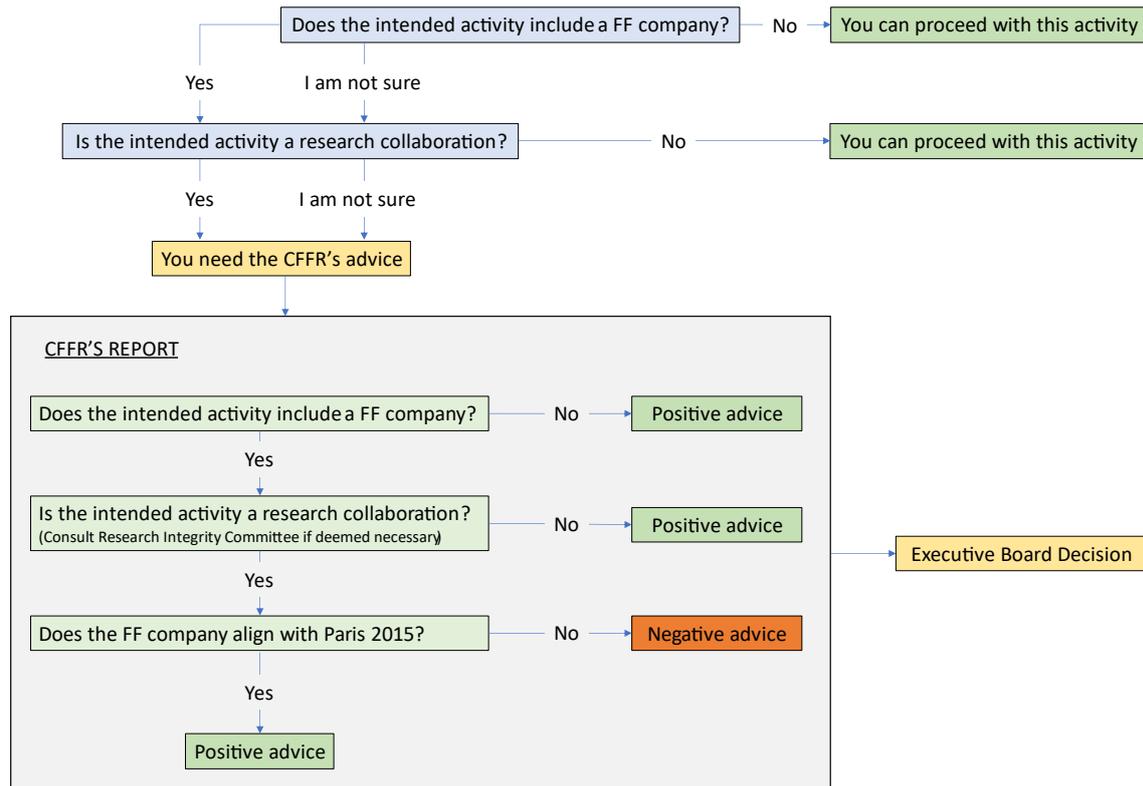
² This definition is subject to any updates in conformity with national and/or European developments.

2. The CFFR

The Central Committee on Fossil Free Research (CFFR) is the central advisory committee to support decision-making by the Executive Board on whether to proceed with research collaborations with FF companies.

2.1 When to contact the CFFR?

To determine whether a VU affiliate should contact the CFFR, the questions below must be considered:



When it is stated 'you can proceed with this activity' this presumes the activity is also in compliance with other VU policy

2.2 What is the task of the CFFR?

The CFFR issues advice on:

A: Whether the company involved is a FF company;

B: Whether the intended activity qualifies as a research collaboration. The CFFR may seek information from the Academic Integrity Committee VU to interpret what is to be understood under *research*.³

C: If A and B are answered positively, the CFFR investigates whether the FF company is in line with the Paris Climate Agreement.⁴ To this end, the CFFR applies article 2.2.1 below. Based on its findings, the CFFR issues an advice to the Executive Board.

2.2.1 To be considered as a potential Fossil Fuel Transition Partner a FF company must demonstrate that it has a decarbonization strategy and implementation process that is consistent with the Paris Agreement. It is the responsibility of the FF company to present the necessary documents. It is further the responsibility of the VU affiliate to collect the documents and send them to the CFFR. To establish whether an FF company matches the requirements, the following criteria are used:

A. The FF company should have a transparent business model that promotes the achievement of the Paris Agreement's climate objectives; and

B. The FF company should have consistent climate risk management; and

C. The FF company should set advanced emission reduction goals.

The CFFR bases its evaluation under sub A, B and C on publicly available existing independent reporting conducted by various experts.⁵ A ground for a negative evaluation may be that the available information is inaccurate, incomplete or out of date.

2.2.2 The CFFR determines whether it has all the information needed to formulate its advice. If necessary, the CFFR may request additional information.

2.3 CFFR Procedure

2.3.1 The lodging of a CFFR request by a VU affiliate must take place by email addressed to: cffr@vu.nl.

2.3.2 A request posed to the CFFR includes:

A. The date and name, e-mail address of the person lodging the advice and a statement of their VU-affiliation;

B. A description of the intended collaboration;

C. The name and e-mail address of the person who serves as point of contact of the FF company;

D. If relevant: any urgent time limits;

E. If relevant: any applicable Non-Disclosure Agreement (NDA).

2.3.3 The CFFR sends a confirmation of receipt to the advice seeking party, the contact of the FF company, the dean and the managing director of the faculty in question, and to the president of the Executive Board. If a NDA is applicable, the CFFR may deviate from who it informs.

³ The sometimes problematic broad scope of this definition has been a subject of debate between different Academic Integrity Committees and the Landelijk Orgaan Wetenschappelijke Integriteit (LOWI).

⁴ [The Paris Agreement | United Nations](#)

⁵ For example: [Transition Pathway Initiative](#) (independent, authoritative source of research and data into the progress being made by the financial and corporate world in making the transition to a low-carbon economy), [UN Global Compact](#) (the world's largest corporate sustainability initiative monitoring the Organizations Sustainability Report on strategies and operations with universal principles on human rights, labor, environment and anti-corruption) and [S&P Global](#) (ESG analysis - different providers scoring the Environmental, Social and Governance efforts and management of an organization via an ESG report).

2.3.4 Depending on the complexity of the case, the CFFR issues its advice within 20 working days, provided that all necessary information has been submitted. These time limits exclude holidays and may be prolonged due to extra information being needed under article 2.2.2.

A. The CFFR may restart the 20 working day time limit if the submitted information is incomplete.

B. If the advice seeking party has an urgent interest, the CFFR applies the same time limits but the decision-making process may be speeded up by application of article 2.3.6 sub A.

2.3.5 The CFFR collaborates by virtue of consensus and issues its advice to the Executive Board in writing, supported by arguments in line with section 2.2 above. The advice is signed by the chairperson. The CFFR informs the advice seeking party, the contact of the FF company, the dean and the managing director of the faculty in question that an advice has been issued to the Executive Board. The advice of the CFFR is attached to the decision of the Executive Board.

2.3.6 The Executive Board formulates its decision within two weeks of receiving the advice of the CFFR.

A. If the advice seeking party has an urgent interest, a member of the Executive Board may decide sooner on behalf of the entire Executive Board.

B. If the decision of the Executive Board differs from the advice issued by the CFFR, the reasons for this difference will be set out in the decision.

2.3.7 To the extent that the CFFR procedure is not defined, it is determined by the chairperson.

2.4 Appointment and composition

2.4.1 The Executive Board appoints the CFFR consisting of six members, including a chairperson and a vice-chairperson, who can perform their tasks independently in the context of their present academic positions. Consequently, CFFR members may not be involved in research collaborations that fall under this framework. The members of the CFFR must be VU affiliates employed as permanent staff. Moreover:

A. The chairperson must be a full professor who can take an objective stance; and

B. At least one of the members must come from the Faculty of Science, at least one of them must have a legal background, at least one of them must have expertise on the science-policy-society interface and at least one of them must have a background in accounting; and

C. Each request is handled by at least four CFFR members, always including either the chairperson or vice-chairperson; and

D. In CFFR appointments, the diverse nature of the environment in which VU operates is considered. Consequently, attention is also given to balance gender diversity and age.

2.4.2 The CFFR is supported by an administrative secretary who is also responsible for organizing the CFFR appointment process and putting this on the Executive Board agenda.

2.4.3 The Executive Board appoints the members and the secretary of the CFFR. The appointment is for a period of four years. Reappointments are possible.

2.4.4 The CFFR members must have an outstanding academic reputation, act with integrity and be able to cope well with contradictions. They may not have an additional position that could hinder their functioning within the CFFR.

2.4.5 The members of the Executive Board, members of the Governing Board, deans, vice-deans and portfolio holders of faculties are not eligible for appointment as a CFFR member.

A. Members of the CFFR who have an interest in the request are not eligible for the handling of a request. If the foregoing applies to the chairperson of the CFFR then they will be replaced by the

vice-chairperson.

2.4.6 The Executive Board can prematurely terminate the appointment:

- a. At the CFFR member's own request;
- b. Because the eligibility conditions for appointment are no longer fulfilled;
- c. Because of impaired functioning as a CFFR member.

2.5 Confidentiality

2.5.1 The CFFR members and secretary are liable to observe confidentiality concerning the information that has become known to them in connection with their task.

2.6 Recognition and Rewards

2.6.1 CFFR members are eligible for a travel allowance but do not receive any payment for this task.

2.6.2 CFFR membership is recognized as an impact result. This entails that this performance is discussed in the yearly appraisal and considered as part of the impact portfolio for career evaluation.

3. Final provisions

3.1 This framework enters into force on 9 April 2024 and is published on the website of VU Amsterdam.

3.2 The privacy statement included in [appendix 4](#) is applicable to this framework.

3.3 The Executive Board decides on amendments of this framework. The CFFR is allowed to send proposals for amendments to the Executive Board.

Appendix 1: Overview of VU courtesy categories

When registering courtesy privileges, there are eight types of courtesy privilege from which a choice can be made. Below we provide further information on each type. This information is also available on the [VU-website](#).

1 Cooperation agreement

When a supplier carries out a project at VU Amsterdam and employs several consultants at VU Amsterdam for this purpose, the consultants are given this kind of courtesy privileges. This gives the external party's employee a VUNetID, allowing them to carry out activities at VU Amsterdam.

The same applies to scientific exchange between universities, where employees from other universities (within or outside the Netherlands) perform research at VU Amsterdam for a certain period of time together with VU researchers.

This type of courtesy privileges also applies if an employer of the person in question benefits from a temporary period of courtesy privileges and VU Amsterdam agrees to this because it also involves a VU interest.

VU Amsterdam has no financial obligation towards these individuals.

2. PhD research at VU Amsterdam; PhD awarded by VU Amsterdam

A PhD candidate doing PhD research at VU Amsterdam and whose PhD will be awarded by VU Amsterdam. Is not allowed to be an employee covered by the collective labour agreement.

3. PhD research at VU Amsterdam; PhD not awarded by VU Amsterdam

A PhD candidate doing PhD research at VU Amsterdam, but whose PhD will not be awarded by VU Amsterdam. Is not allowed to be an employee covered by the collective labour agreement.

4. Use of system

This person is not present at VU Amsterdam in person and is only granted these courtesy privileges in order to get a VUNetID for logging into the systems of VU Amsterdam for the purpose of working together.

5. Fellow

A PhD candidate who is able to finance his or her PhD research independently from his or her own resources. Is not allowed to be an employee covered by the collective labour agreement.

6. Emeritus / retired

A professor who has retired but is still a doctoral thesis supervisor for a number of PhD candidates, is afforded courtesy privileges of this type.

7. Unpaid trainee

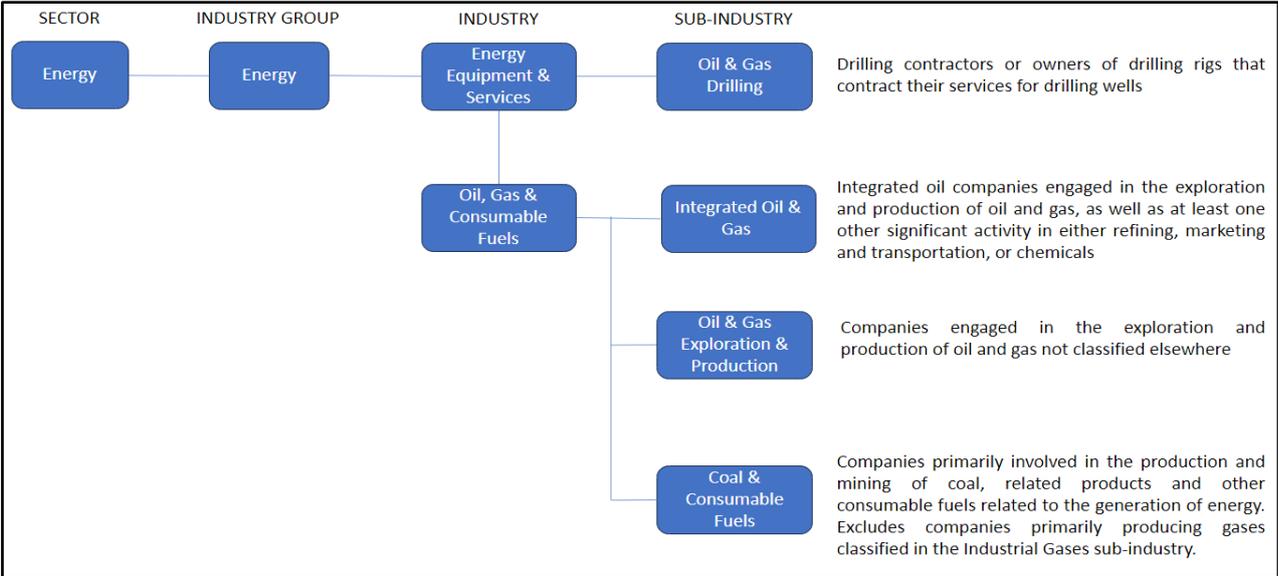
A secondary vocational trainee (MBO or HBO) who does not receive a work placement reimbursement is granted courtesy privileges as an external.

8. Others

If none of the types of courtesy privileges given above applies.

Appendix 2: Classifying FF companies within this framework

To determine whether a company is a FF company, the Global Industry Classification Standard (GICS)⁶ methodology is applied.⁷ This is widely accepted as an industry analysis framework for investment research, portfolio management and asset allocation. Consequently, a FF company is defined as any business identified in the sectors of oil & gas drilling, integrated oil & gas, oil & gas exploration & production, and coal & consumable fuels (including majority owned and wholly owned subsidiaries).



⁶ [GICS® - Global Industry Classification Standard - MSCI](#)

⁷ The GICS of companies can, for instance, be checked via [Shell PLC - 2023/11/28 - S&P Global Ratings' Credit Research \(alacrastore.com\)](#). Please note: the reports do not need to be purchased to see the GICS.

Appendix 3: Examples of what are not research collaborations within this framework

Internships, bachelor- and master thesis

Generally, educational activities do not constitute a research collaboration. Within the Higher Education and Research Act (WHW), internships, bachelor- and master theses are part of the educational program and cannot be prohibited based on the FFR-framework. Therefore, undergrad students who want to engage with FF companies are entitled to receive the same support they would receive under other circumstances. However, VU affiliates who serve as supervisors must refrain from participating in any research activity that goes beyond what is indicated by education principles.

Career events

Career events do not constitute a research collaboration. Therefore, the participation of a FF company in these cannot be prohibited.

E-mailing, exchanging opinions

E-mailing or exchanging opinions do not in and of themselves constitute a research collaboration. The FFR framework needs to be followed if these activities are embarked on with the intention to conduct research with a FF company.

Clearly, there may be contentious situations. One type is highlighted below.

Ancillary activities

VU affiliates are discouraged from engaging in [ancillary activities](#) with FF companies that are not committed to the objectives of the Paris Climate Agreement. These activities may pose a risk to the academic, organizational, and/or business interests of VU. If, notwithstanding, a VU affiliate still wants to engage in an ancillary activity with such an FF company, the VU policy for ancillary activities must be followed. An important point of attention is that it will need to be made sufficiently clear that VU is not involved in the ancillary activity. In practice, such a separation may prove difficult to make.

Appendix 4: Privacy Statement VU Framework on Fossil Free Research

Date: 9 April 2024

The Vrije Universiteit Amsterdam (hereinafter: "**VU**") attaches great importance to the protection of your privacy and the security of your personal data. In this privacy statement we describe how we handle your personal data in the process of applying the VU Framework on Fossil Free Research. We process your personal data in accordance with applicable privacy legislation, including the General Data Protection Act (hereinafter: "**GDPR** ") and the General Data Protection Implementation Act.

Who is responsible for the processing of my personal data?

Stichting VU is responsible for the data processing operations described in this privacy statement. Stichting VU maintains the VU as a privately run university in accordance with the Higher Education and Research Act of The Netherlands (*'Wet op het hoger onderwijs en wetenschappelijk onderzoek'*). Stichting VU has its registered office at De Boelelaan 1105 in (1081 HV) Amsterdam and is registered with the Chamber of Commerce under number 53815211.

What (categories of) personal data will be processed?

We will process the following personal data:

- a. Name and address details;
- b. Company details;
- c. Function;
- d. E-mail address;
- e. Mobile number; and
- f. Information regarding the facts and circumstances to which the sought advice of the Central Committee on Fossil Free Research (CFFR) relates.

For which purposes are my personal data processed, and on the basis of which legal grounds?

The personal data will only be used for fulfilling the task and procedure as articulated under sections 2.2 and 2.3 above.

VU processes your personal data on the basis of the principle of legitimate interest (article 6.1 (f) GDPR). The legitimate interest is that the VU wants to be able to make well-founded decisions on whether a research collaboration meets its framework on collaborations with the fossil fuel industry. This requires the processing of certain personal data. The VU only processes those personal data that are necessary to achieve this goal.

Who has access to my personal data?

The personal data will only be accessed by employees of the VU who by reason of their function have a role in the processing of your personal data for the abovementioned purposes and for whom it is necessary that they have access to the personal data.

Will my personal data be shared with third parties?

When processing your personal data, we may use service providers (processors) who process your personal data on behalf of and under the responsibility of the VU. The VU concludes processing

agreements with these service providers to ensure that your personal data is processed carefully, securely and in accordance with the General Data Protection Regulation (GDPR). We remain solely responsible for these processing activities.

Your personal data will not be shared with other parties. Should this be the case at any time, we will inform you of this.

Will my personal data be transferred to countries outside of the European Economic Area?

No, your personal data will not be transferred to international organisations or countries outside the European Economic Area (EEA).

For how long will my personal data be retained?

We will not retain your personal data for longer than is necessary to achieve the predetermined purposes or as long as required by law.

The entire dossier of the CFFR will be retained for ten years after the completion of its advisory report. This dossier includes:

- a. the decision of the Executive Board;
- b. the decision memorandum;
- c. the advisory report of the CFFR, with appendices; and
- d. the correspondence carried out within the procedure;

The retention period is equal to the retention period for the personnel file. After the expiry of this period the dossier will be destroyed.

How will my personal data be secured?

VU takes the protection of your personal data seriously, and takes appropriate technical and organisational measures to protect your personal data against loss or any form of unlawful processing. For this purpose the CFFR and secretary have a duty of confidentiality.

Who can I contact with questions about the processing of my personal data?

If you have any questions or comments concerning the way in which your personal data is processed within the VU Framework on Fossil Free Research, then you can contact the secretary of the CFFR via cffr@vu.nl.

How can I exercise my privacy rights?

On the basis of the GDPR you have the right – under certain conditions – to access your personal data that we process, to correct your personal data if it contains factual inaccuracies, to delete your personal data, to limit the processing of your personal data, to portability of your personal data and to object to the processing of your personal data.

If you wish to exercise any of these privacy rights, you can contact the Data Protection Officer of VU via:

Data Protection Officer
De Boelelaan 1105
1081 HV AMSTERDAM
functioarisgegevensbescherming@vu.nl

To be able to deal with your request, you may be asked to identify yourself on the basis of additional personal data that the VU has of you. If this method of identification is not possible, you may be asked to identify yourself with an identification card. In this way it will be verified that the request has been made by the right person. If you are not satisfied with the way in which we deal with your personal data, you always have the right to submit a complaint with a supervisory authority.