

Information on membership of the Christian Doppler Research Association

Including all relevant forms

Version 03.01.2024

Every effort has been made to ensure the accuracy of this translation. Nevertheless, the Christian Doppler Research Association cannot assume responsibility for any errors that may inadvertently have occurred. In the event of any discrepancy, the German version is to be taken as valid. TRANSLATED 08.11.2023.



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Executive Summary

For more than 25 years the Christian Doppler Research Association (CDG) has successfully promoted collaboration between science and the private sector. Christian Doppler Laboratories were the first funding model in Austria that aimed at helping companies forge contacts with the basic research undertaken at universities, thereby strengthening their competitiveness. The funding programme was developed in close collaboration between researchers from the private sector, scientists at universities and experts from regional and national government. The resulting programme represents the basis for the CDG in its current form: a platform driven by and supported by basic research.

The CDG's funding programmes are open to you:

- Christian Doppler Laboratories (CD Laboratories) are established at universities or non-university research institutions for a period of seven years and undertake application-oriented basic research in collaboration with company partners.
- Josef Ressel Centres (JR Centres) are established at universities of applied science for a period of five years and undertake application-oriented research in collaboration with company partners.

It is easy to participate in a CD Laboratory or a JR Centre:

- The company and the Head of the planned Laboratory or Centre develop together a research programme that is challenging and will take several years to complete.
- The Head of the planned Laboratory or Centre submits an application to establish a CD Laboratory / JR Centre.
- As a company partner you must enclose the following supporting documents, all with your legally binding signature:
 - Application for membership of the Christian Doppler Research Association
 - Letter of commitment to participate in a Christian Doppler Laboratory or Josef Ressel Centre
 - Definition of your specific fields of business within the sector
 - Only for small and medium-sized enterprises (SMEs): Application for reduction of the payment for membership of the Christian Doppler Research Association
- The application and all attachments will be checked by the CDG and subjected to an international review. Based on the results of the review procedure, the CDG's committees will decide whether to establish the CD Laboratory or JR Centre.
- The CD Laboratory or JR Centre can start operation very soon after approval of the application as all legal issues are defined in advance by the CDG's funding programmes.

We wish you a lot of success.



Preface

Investing in innovation

A company that hopes to remain successful in future has to invest in the development of new products and procedures. This is nothing new. But small changes are too little to succeed on the global market: a long-term competitive advantage requires genuine innovation.

Innovation leaders bank on basic research

This is where basic research has a key role, for it is absolutely essential to navigate scientifically and technologically uncharted waters. Basic research aims at generating new insights and thus expands the knowledge base of the field in question. A decisive advance in knowledge enables the development of new products and procedures. Without basic research nobody can remain an innovation leader for long.

Unfortunately, companies are most often not able to undertake basic research on their own. Basic research is not as easy to plan as pure developmental work and requires both a long-term view and the ability to react flexibly to unforeseen results. In addition, researchers need scientific freedom and a suitable scientific environment. It thus makes sense for companies to collaborate with universities or research institutions.

An attractive package for companies: Christian Doppler Laboratories

With the funding programme for Christian Doppler Laboratories (CD Laboratories) Austria has a model that is internationally recognized as the best practice for the collaboration between science and the private sector. The focus lies on a research question from a company, which is addressed by a compact research group at a university or non-university research institution. The public purse contributes 50% of the costs of the work for the seven-year period of the Laboratory's existence; if SMEs are involved the amount contributed by the public purse is 60%.

But CD Laboratories offer far more than mere financial support. Thanks to their integration in the scientific environment of the university/research institution and the scientific freedom with which 30% of the resources can be allocated they are part of the scientific community and are thus able to work at the state of the art of the topic for their entire duration. These measures not only guarantee the quality of the research work but also ensure that companies are kept abreast of the latest scientific developments.

A parallel scheme for more applied questions: Josef Ressel Centres

The funding programme for Josef Ressel Centres (JR Centres) promotes collaboration between companies and universities of applied science. The focus lies on questions of a more applied nature. The scheme also features 50% support from the public purse for the five-year duration of the collaboration, or 60% if SMEs are involved.



Thanks to their integration in universities of applied sciences, JR Centres are regional partners and offer companies access to well founded expertise. The scientific freedom relating to the allocation of 20% of the resources serves to build up further skills and thereby guarantees the high quality of the research results.

Your partner: the Christian Doppler Research Association

The Christian Doppler Research Association (CDG) offers a stable framework to ensure that everything runs smoothly in these challenging collaborations. The CDG has over 25 years of experience and provides quality assurance by means of an internationally recognized evaluation procedure while ensuring flexibility in undertaking research, security for all participants thanks to a clear legal framework and the possibility to help shape the funding model.

The bottom-up principle is particularly attractive to companies. Any issue is eligible for support if a company has need of research in the area. The CDG's funding programmes include no specifications of topics and avoid any thematic restrictions.

The research programme of a CD Laboratory or a JR Centre is developed jointly by the scientists and the companies. Applications to establish a CD Laboratory or a JR Centre may be submitted at any time to the CDG by the Head of the proposed CD Laboratory or JR Centre.

Another interesting point is the flexibility that is granted to CD Laboratories and JR Centres. For example, it is possible for a company to join an existing CD Laboratory or JR Centre.

We thank you for your interest in our funding programmes and would be pleased to answer any questions you may have. Please address them to us at:

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Tel.: +43 1 5042205
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Web: www.cdg.ac.at



1. Legal framework

1.1. Companies as members of the CDG

The CDG is a non-profit association that supports the establishment and operation of CD Laboratories and JR Centres. Membership of the CDG is essentially open to all companies that are interested in mid- to long-term research collaborations with highly qualified scientists and that have the necessary capacity to take up and exploit the results of application-oriented basic research. Participation of a company in a CD Laboratory/JR Centre is tied to membership of the CDG.

1.2. Rights and responsibilities of company members

1.2.1. Statutes and General agreement with the host institution

Membership in the CDG is associated with certain rights and responsibilities, primarily resulting from the CDG's Statutes and from the current regulations governing the various funding programmes (these are the provisions of the General agreement with the host institution¹). The documents are available from the CDG on request.

As a Member of the CDG that participates in a CD Laboratory or a JR Centre, a company is itself responsible for exercising its rights and fulfilling its responsibilities. These rights and responsibilities may not be passed on to an affiliated company.

1.2.2. Specification of the company's specific fields of business

The company partner's fields of business that are relevant to the research work of the CD Laboratory/JR Centre in question are defined as the specific fields of business.

With regard to the regulations for the exploitation of inventions or of results that may be legally protected, it is necessary to distinguish between those within and outside the company's specific fields of business. If they fall within the company's specific fields of business, the university/university of applied science/research institution transfers the intellectual property rights to the company partner, provided the partner requests such a transfer within the agreed time. The company partner covers the compensation to the inventor(s) and the patenting costs. If the invention or results lie outside the company's specific fields of business, the university/university of applied science/research institution offers the company partner the right of first refusal to the rights to the invention or result that may be legally protected, against payment of an appropriate consideration.

The specific fields of business are defined during the application process and the company partner must agree them with the university/university of applied science/research institution or with the Head of the

¹ For CD Laboratories established at a non-university research institution and for international CD Laboratories the corresponding provisions can be included in the Concrete agreement with the host institution.



CD Laboratory/JR Centre (in accordance with the university/university of applied science/research institution). Any change in the company's strategic direction should be accompanied by a corresponding change to the specific fields of business.

1.2.3. Agreement with regard to confidentiality/non-disclosure, publication and intellectual property rights

By the start of a company's participation in a CD Laboratory/JR Centre, or at the latest within six months of this date, the company and the university/university of applied sciences/research institution or the Head of the CD Laboratory/JR Centre (in accordance with the university/university of applied sciences/research institution) must reach agreement with regard to mutual requirements for confidentiality/non-disclosure, publications and the exploitation of the re-search results (particularly the intellectual property rights, including any provision for paying recompense for inventions, and – if relevant – the regulations for handling personal data). A sample contract is available from the CDG on request.

In the simplest case, the written accord will specify that the company partner fully accepts the provisions in the contracts governing the establishment and operation of CD Laboratories/JR Centres (particularly the provisions on the General agreement with the host institution²). Any further accords with regard to the CD Laboratory/JR Centre (such as more precise provisions governing confidentiality, publications or intellectual property rights or other agreements) must be consistent with the spirit of the funding programme or the research work will no longer be deemed eligible for funding.

The following points should be born in mind:

- The General agreement with the host institution¹ is applicable in all cases and its provisions override those of the agreement between the company and the university/university of applied sciences/research institution or the Head of the CD Laboratory/JR Centre (in accordance with the university/university of applied sciences/research institution). This means, for example, that in terminating a CD Laboratory/JR Centre the provisions in the General agreement with the host institution² and the regulations for terminating membership given in the Statutes must be observed.
- CD Laboratories and JR Centres are research collaborations supported by the public purse rather than facilities to undertake contract research. The research units thus do not exchange their research work for a return service (a payment); instead the university/university of applied sciences/research institution and the company partner work together on a joint research project. This point must be reflected in the agreement. In accordance with the Union Framework for State aid for research and development and innovation, CD Laboratories/JR Centres are understood as collaborative efforts between companies and research institutions. The rights of the partners to intellectual property and the associated rights to access that result from the collaboration are

² For CD Laboratories established at a non-university research institution and for international CD Laboratories the corresponding provisions can be included in the Concrete agreement with the host institution.



regulated in a way that takes their work, their contributions and their various interests into account (c.f. Union Framework Pt. 2.2.2. no. 28. c). This point must also be reflected in the agreement.

- Provisions taken from standard contracts for contract research are often not appropriate to CD Laboratories/JR Centres. As an example, CD Laboratories and JR Centres do not perform particular works or services in exchange for a payment or a fee. The companies support the CD Laboratories/JR Centres with their contributions. Financial support for the CD Laboratories/JR Centres comes from the CDG (the financial support for the research work that has been agreed upon and in which a company is participating is administered by the CDG in accordance with the provisions of the General agreement with the host institution¹). The companies are not contractors but collaboration partners. No product development is undertaken in a CD Laboratory/JR Centre and no products or marketable prototypes are directly produced by a CD Laboratory/JR Centre. The results of the research cooperation – in CD Laboratories this has the form of application-oriented basic research, while JR Centres undertake application-oriented research – help the company partners develop new products, processes and services.
- Agreements that correspond to contract research are not permitted.
- The provisions of Austrian substantive law are applicable.

If there is no agreement with the company partner within six months of the start of the company's participation in the CD Laboratory/JR Centre, the provisions of the General agreement with the host institution³ will be taken as accepted.

The CDG must be informed, without having to ask, of every agreement between the company and the university/university of applied sciences/research institution or the Head of the CD Laboratory/JR Centre (in accordance with the university/university of applied sciences/research institution) that relates to the CD Laboratory/JR Centre and a copy of the agreement must be provided to the CDG. The CDG will ensure that all such agreements are treated in strict confidence.

1.2.4. Additional company partner in a CD Laboratory/JR Centre

Before a new company partner may join an existing CD Laboratory/JR Centre, the Head of the CD Laboratory/JR Centre must obtain the agreement of all companies that are already participating.

1.2.5. Independence of the partners

To ensure the independence from one another of the partners collaborating in a CD Laboratory/JR Centre, there may not be any interdependency between company partners and scientific partners in a research unit. Thus the Head of a CD Laboratory/JR Centre may not be employed by a company partner, may not have a managerial role and may not have a financial interest in the company partner. She or

³ For CD Laboratories established at a non-university research institution and for international CD Laboratories the corresponding provisions can be included in the Concrete agreement with the host institution.



he is entitled to act as a consultant for or to enter into a contract for works and services with a company partner. However, any such activities must be reported to the CDG.

1.3. From application to active participation in a CD Laboratory/JR Centre

1.3.1. Application from the company

If a company wishes to participate in a CD Laboratory/JR Centre, it must first apply for membership of the CDG. If the company wishes to enjoy the support payable to SMEs⁴, the corresponding application is required.

- Attached form: Application for regular membership of the Christian Doppler Research Association
- Attached form: Application for a reduced fee for membership of the Christian Doppler Research Association

For a particular research collaboration it is necessary to submit an application for participation in the CD Laboratory/JR Centre in question and to determine the so-called specific fields of business. The specific fields of business are thus defined at an early stage in the procedure, helping to clarify the assignment of intellectual property rights.

- Attached form: Letter of commitment to participate in a Christian Doppler Laboratory or Josef Ressel Centre
- Attached form: Definition of the specific fields of business

⁴ SME funding can only be granted to companies based in the European Union, EEA or EFTA.

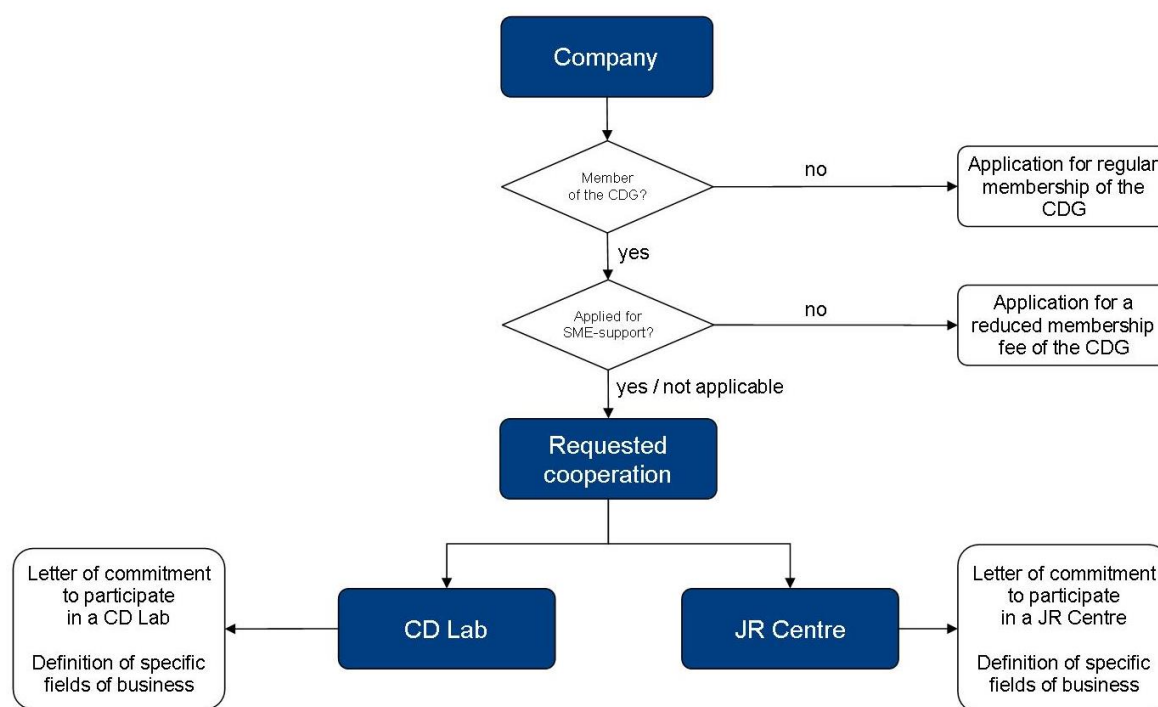


Figure 1: Application documents relevant to companies

1.3.2. Decision of the CDG Executive Board

Decisions on applications for membership are taken by the CDG Executive Board. In taking decisions, the CDG Executive Board pays particular attention to criteria such as whether there is mid- to long-term interest in research collaboration, the company's expected ability to make financial support available over a long period and the company's capacity for taking up and further developing the research results arising from the work of the CD Laboratory/JR Centre.

As a result of its application for membership and the CDG Executive Board's decision to approve this application, the company receives an option on membership of the CDG. The option on membership may be valid for a period of 24 months.

→ A contribution for the option is payable on application for membership of the CDG. This amounts to EUR 1.000.

1.3.3. Participation in an ongoing CD Laboratory/JR Centre

The option on membership is automatically converted to a regular membership upon the start of the company's participation in a CD Laboratory/JR Centre.



2. Financial aspects

2.1. Membership fee payable by a Regular Member

As a fundamental principle, the membership fee is related to the budget of the research work in the CD Laboratory/JR Centre with which the company is involved. The budget of a CD Laboratory/JR Centre is agreed between the Head of the CD Laboratory/JR Centre and the company partners. Each partner of the CD Laboratory/JR Centre is allocated an appropriate proportion of the budget, which is made up of a sum from the partner itself and a contribution from the public purse:

The CDG calculates the company contribution (i.e. the proportion payable by the company) based on transparent criteria. The company contribution generally amounts to 50 % of the proportion of the budget that is assigned to the company in question. In the case of an SME (after submission of the appropriate confirmation) the contribution will be 40 %; in special cases (for example when the company receives a significant amount of its basic funding from the public purse) it may be more than 50 %. There is a lower limit to the amount of a company's contribution.

The contribution from the public purse will be covered by public funding bodies (the Federal Ministry of Digital and Economic Affairs or the National Foundation for Research, Technology and Development). The CDG will set the membership fee based on the company's contribution to the budget of the CD Laboratory/JR Centre including a contribution to general costs that does not exceed 7 % of the amount the company pays for the research. The precise level of the contribution to general costs for a particular calendar year will be fixed by the CDG Executive Board in autumn of the previous year.

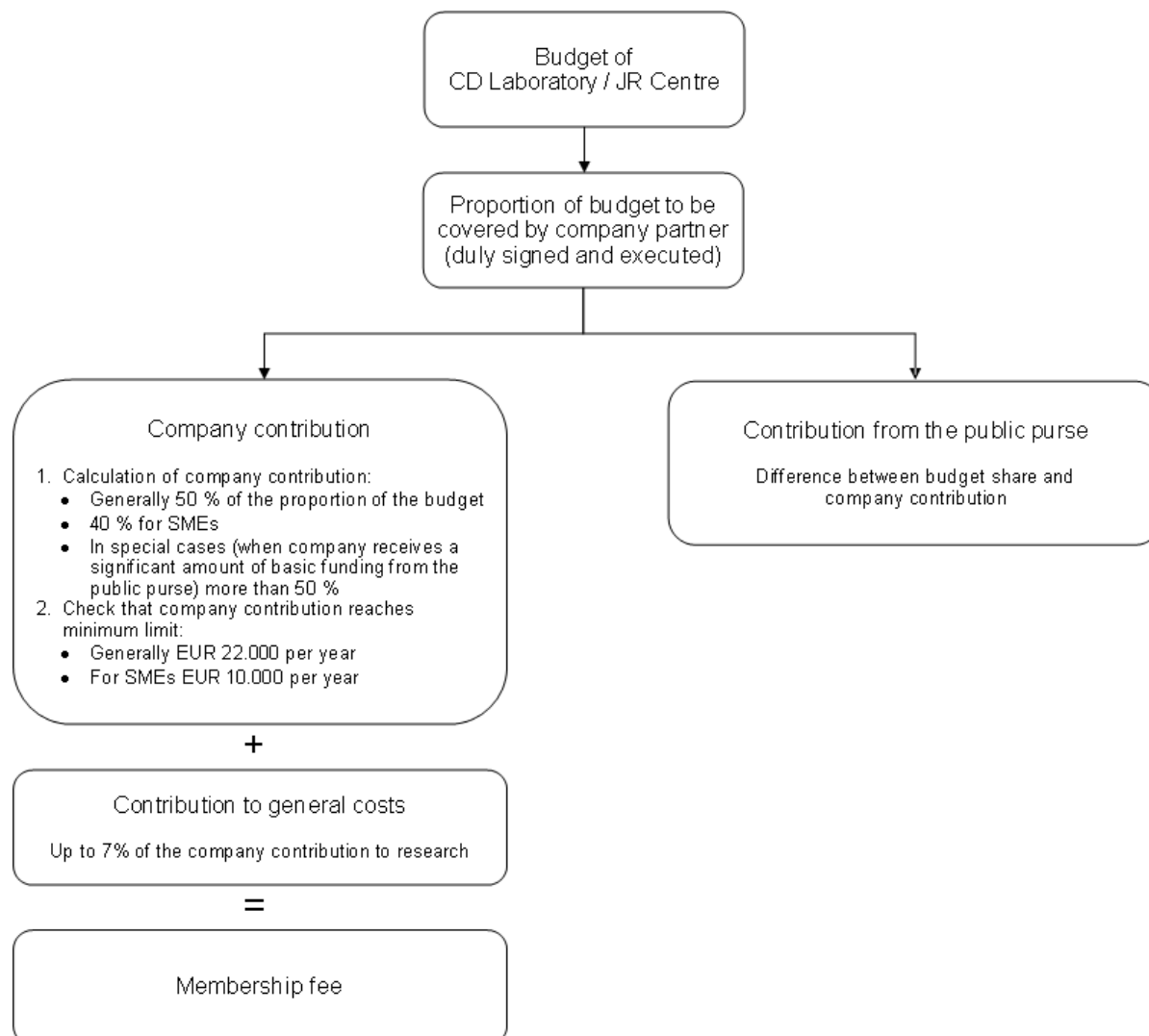


Figure 2: Membership fee payable by a Regular Member of the CDG

2.1.1. Details of the support for SMEs

Small and medium-sized enterprises based in the European Union, the European Economic Area or EFTA may apply for financial support, which covers 60 % of the proportion of the budget covered by that company over the entire duration of their participation. The CDG is responsible for calculating the level of support paid.

The European Commission established the following criteria⁵ for small and medium-sized enterprises in its recommendation 2003/361/EC⁶:

⁵ No responsibility is taken for the correctness of the information. The current criteria of the European Commission will be applied in every case

⁶ Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, 2003/361/EC, Official Journal of the European Union, L 124 of 20.5.2003, pp. 36, or any follow-up regulation



	Headcount	Annual turnover	Balance sheet total
Medium-sized enterprise	< 250	≤ 50 Mio. EUR	≤ 43 Mio. EUR
Small enterprise	< 50	≤ 10 Mio. EUR	≤ 10 Mio. EUR
Micro enterprise	< 10	≤ 2 Mio. EUR	≤ 2 Mio. EUR

Furthermore, an SME must be an “autonomous” concern. This is interpreted to mean a company that is neither a partner enterprise nor a linked enterprise: the company may not have more than 25 % shares (capital or votes) in another company and no other company may have more than 25 % shares in it.

2.1.2. Minimum membership fee

The minimum level of company contribution is currently set at EUR 22.000 per year or EUR 10.000 per year for SMEs.

If the commercial partner would like to support the establishment of a new CD Laboratory/JR Centre unit without the cooperation of any other commercial partners, the minimum contribution is related to the lower limit for the annual budget of the CD Laboratory/JR Centre. For CD Laboratories, the lower limit for the annual budget is EUR 140.000, which corresponds to a contribution of EUR 70.000 per year from the company (EUR 56.000 in the case of an SME). For JR Centres, the lower limit for the annual budget is EUR 90.000, which corresponds to a contribution of EUR 45.000 per year from the company (EUR 36.000 from an SME).

2.1.3. Contribution to general costs

In addition to the sums mentioned above, a contribution to the CDG's general costs is to be paid. This contributes to the CDG's organizational costs and serves further to build up a reserve fund for the CDG. The reserve fund is intended to provide an appropriate level of financial stability in the event that the Association suffers unforeseen financial problems. It provides the Association with a buffer against risks and can also be seen as an expression of solidarity among the Association's Members. The amount of the contribution to general costs is defined by the CDG Executive Board and is limited to 7 % of the company contribution.

2.2. Determination of membership fees

An application for establishment of a new CD Laboratory/JR Centre or for expansion to an existing CD Laboratory/JR Centre must always contain a research plan, a time plan and a cost plan (for several years). The commercial partners must indicate their consent to the research plan, time plan and cost plan by means of an official signature and company stamp. Consent is taken as a firm commitment for the first year and as indicative of a serious intent to participate for the following years.



With the start of the company's participation the CD Laboratory/JR Centre, the corresponding membership fee (based on the approved research plan, time plan and cost plan) becomes due.

In the first year of operation of the CD Laboratory/JR Centre, the Head of the CD Laboratory/JR Centre will break the budgetary data in the application down by calendar year. The resulting proportion of the budget attributed to the company will form the basis for the calculation of the membership fee.

Every year from the second year of operation of the CD Laboratory/JR Centre, the Head of the CD Laboratory/JR Centre will prepare or bring up to date the budgets for the forthcoming calendar years. These budgets must be signed officially by the commercial partners and will serve as the basis for the calculation of the corresponding membership fees for the commercial partners.

2.2.1. Method of payment of the membership fees

The payment of the membership fees to the CDG represents a substantial contribution to enabling the operation of the CD Laboratories/JR Centres and thus to ensuring the successful collaboration of science and the private sector. In the interests of the stability of the research activities, the membership fee is thus due immediately on receipt of the request for payment. In exceptional cases the CDG Executive Board may demand a bank guarantee to cover the membership fee for a certain period or payment in advance.

2.2.2. Tax treatment of the membership fees for companies based in Austria

There is an official confirmation from the Ministry of Finance, dated 04.09.2018, that the membership fees for companies based in Austria are tax-deductible⁷:

The membership fee of a Regular Member of the Christian Doppler Research Association is an investment in access to scientific and technical information (Annex I, Point B, line 16 of the Research Premium Act) and thus forms part of the basis for assessing the research premium for a company's own research.

This means:

It is possible to claim tax relief for the contribution under the heading of "own research". The total amount is eligible: the entire contribution associated with a Regular Membership of the CDG (including the contribution to supporting the scientific freedom and including the contribution to the Association's general costs), both in regard to Christian Doppler Laboratories and in regard to Joseph Ressel Centres.

It is not possible to claim tax relief under the heading of "contract research". In accordance with § 2 of the CDG Statutes, it is not the Association's aim to promote contract research. It is not possible to claim tax relief on the option for membership (EUR 1.000 for optional members of the CDG) or for contributions from patrons (EUR 1.000 for CDG patrons).

⁷ This communication may be found on our Web site at <https://www.cdg.ac.at/dokumente/unternehmen/>



3. Termination of membership or participation

3.1. Regular termination of membership or participation

When the (final) CD Laboratory/JR Centre in which the Member is involved concludes normally, the CDG offers the company the possibility to become a Patron of the CDG. A Patron may at any time take part in a CD Laboratory/JR Centre without again having to apply for and be granted membership of the Association.

→ The membership fee for Patrons is currently set at EUR 1.000 per year.

If the company declines to become a Patron its membership of the CDG expires automatically.

3.2. Premature termination of membership or participation

The CDG's funding programmes are based on the assumption that a company actively participates in a CD Laboratory/JR Centre for its entire duration of operation. However, in exceptional cases it may be necessary for a company to cease its participation in a CD Laboratory/JR Centre ahead of time and if applicable to terminate its membership of the CDG.

Notice of termination of membership must be submitted to the CDG Executive Board in writing, no earlier than the 15th month and with a period of notice of nine months from the end of the month. The notice period is calculated from the date of the postmark. Analogous to this provision, notice to cease participation in a research unit may not be given before the 15th month; notice after this time requires a period of notice of nine months from the end of the month. It is not possible to terminate membership if the company is still participating in a research unit.

Failure to sign a budget plan is not interpreted as termination of membership. A written notice of termination is required in all cases.

Following consultation with the CDG Executive Board it may be possible to terminate membership of the CDG or participation in a particular CD Laboratory/JR Centre by mutual consent.

→ If a CD Laboratory/JR Centre has to be terminated prematurely as a result of the departure of a company partner, the company must refund to the CDG the proportion of the residual value of any equipment purchased by the CD Laboratory/JR Centre that was covered by the public purse. The CDG is responsible for reimbursing this sum to the public purse.



4. Annex

- Application for membership of the Christian Doppler Research Association
- Letter of Commitment to participate in a Christian Doppler Laboratory or Josef Ressel Centre
- Definition of the specific fields of business

Only for small and medium-sized enterprises (SMEs)

- Application for a reduced fee for membership of the Christian Doppler Research Association
- In a separate document as background information for the tax advisor/auditor:
 - Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, 2003/361/EC, Official Journal of the European Union, L 124 of 20.5.2003, pp. 36, or any follow-up regulation.
 - Commission communication (Model declaration on the information relating to the qualification of an enterprise as an SME), 2003/C 118/03, Official Journal of the European Union, C 118 of 20.5.2003, pp. 5, or any follow-up regulation.

Application for membership of the Christian Doppler Research Association

We are interested in the funding programmes of the Christian Doppler Research Association and hereby request membership of the CDG.

Information on the company

Company

Commercial register
number or other official
identifier

If an identifier other than a commercial register number is given, state the register (e.g. register of associations, of supplements, of companies)

Address (as given in
commercial register or
other official register)

If the address given is that of a branch or regional office:

We confirm that

- The company name and commercial register number are the same for the headquarters and the branch and that the only difference is in the address
 - and that the branch address should be used as the sole contact address.
-

Telephone

Fax

e-mail

Website



Authorized persons who have signed the form

Name

Position

Name

Position

1. Membership in the CDG

We acknowledge that the regular membership of the CDG is tied to participation in a CD Laboratory/JR Centre. The decisions on the establishment of a CD Laboratory/JR Centre, on the membership of a company in the CDG and on the participation of a company in a particular CD Laboratory/JR Centre are the responsibility of the CDG Executive Board.

We acknowledge that a financial contribution is payable for the duration of the option and that the option will be valid for a period of 24 months.

We also acknowledge that the option will be automatically converted to a regular membership upon the establishment of the new CD Laboratory/JR Centre in which we are intending to participate, or upon the start of our participation in the CD Laboratory/JR Centre.

2. Company representation in the General Assembly of the CDG

We nominate the following person to ensure that we meet our responsibilities and observe our rights as a member of the Christian Doppler Research Association and we confirm

- that the person we have nominated will be the first and sole point of contact for all the CDG's questions with regard to the collaboration in CD Laboratories/JR Centres, ranging from payment of the membership fees to legal problems,
- that this person will receive all the invitations to the CDG's General Assembly and is entitled to speak at the General Assembly on behalf of the company member,
- and, if this person works for an affiliated company, the correspondence with the person will include the name of the company that is the member of the CDG.
- We are aware that the company itself must sign all relevant legal documents and that these documents may not be signed by an affiliated company. This provision applies in particular to the application for membership of the CDG, the request to participate in a CD Laboratory/JR Centre



and the budget plans of the CD Laboratories/JR Centres in question, as well as their applications and evaluation reports.

We undertake to inform the CDG without delay if we nominate a different person.

The company's representative in the CDG'S General Assembly

Name

Academic title

Position

Company If different from the company member:

Commercial register number or other official identifier If different from the company member:

If an identifier other than a commercial register number is given, state the register (e.g. register of associations, of supplements, of companies)

Address (as given in commercial register or other official register) If different from the company member:

Telephone

Fax

e-mail

3. Obligations arising from membership of the CDG

We acknowledge further that there are also obligations associated with membership of the CDG. In this regard we accept the following obligations and responsibilities towards the CDG¹:

¹ The documents are available from the CDG at any time on request.



3.1. Statutes

We acknowledge the Statutes of the non-profit association Christian Doppler Research Association in the currently valid version.

3.2. Legal structure of the CD-Laboratories/JR-Centres

We acknowledge that the legal provisions governing each of the CD Laboratories/JR Centres are set out in the regulations for the two funding programmes.

3.3. Membership fee

We undertake to pay the membership fee punctually by bank transfer to an account to be specified by the CDG and we commit ourselves to observing the rules and regulations laid out in the following text. Membership fees are associated with membership of the CDG and will be set by the CDG.

We acknowledge that support from the CDG for SMEs, which is reflected in a lowering of the membership payment, may only be paid on application and if the appropriate conditions are met. We note also that if the membership fee is reduced in error the difference between the reduced amount and the correct membership fee is to be paid subsequently.

We acknowledge that we will be obliged to continue to pay the membership fee until the end of the normal period of notice if we give notice to terminate our membership or our participation in a particular CD Laboratory/JR Centre. In the event of the termination of our membership or our participation in a CD Laboratory/JR Centre, the membership fee payable will be calculated on the basis of the most recent budget plan that was signed and duly executed by our company and approved by the CDG. It is not possible to reduce the budget in connection with the notice of termination. Any approval of a budgetary reduction granted by the CDG Executive Board becomes invalid in the event that the company member gives notice of termination.

We acknowledge that if a CD Laboratory/JR Centre is forced to terminate prematurely as a result of the company partner's actions, the company must refund to the CDG the proportion paid by the public purse of the residual value of any equipment purchased for the research work of the CD Laboratory/JR Centre. The CDG will return the amount to the public purse.

We acknowledge that in the event of a premature termination of the CD Laboratory/JR Centre as a result of the company partner's action the damages payable will be equivalent to the membership fee that would have been due had the notice period and dates of giving notice specified in the Statutes (in the version valid at the time) been observed. The CDG reserves the right to demand payment of additional damages to cover any claims that may result from its obligations to third parties that are immediately connected to the company and the CD Laboratory/JR Centre in question.

3.4. Company takeovers

If the company is sold, we shall inform the CDG without delay. We are also required to inform the CDG immediately if part of the company is sold, or if a business or part of a business is sold, or in particular



if there is a takeover of (part of) a company or business by another company or third party, whether this occurs through singular or universal succession, or if there is any other significant change to the possibilities of economic influence on the corporate member that could have important consequences for the work of the CD Laboratory/JR Centre.

In such cases we undertake further to transfer in a manner specific to each CD Laboratory/JR Centre all rights and responsibilities resulting from membership of the CDG as well as all other rights and responsibilities resulting from or related to the legal relationship between us and the CDG to our legal successor, although we shall continue to be responsible as guarantor and payer to the extent of the budget to date and for the period of time foreseen by the CDG's regulations governing notice.

We recognize that in all cases of singular succession the company that performs the takeover will be required to submit a new application for CDG membership.

We acknowledge in addition that irrespective of these provisions the CDG reserves the right to terminate the membership of and its legal relationship with the corporate member in the case of a company or business takeover, through either singular or universal succession, or of a significant change to the possibilities of economic influence on the corporate member in question.

3.5. Internal court of arbitration within the Association

We acknowledge that all legal disputes arising from the company's membership in the CDG and for all legal disputes arising from the legal relationship between the CDG and the corporate member should be refereed initially to an internal court of arbitration, which will undertake a mediation process. Further legal steps may only be taken after the breakdown of the mediation. In this context we shall accept the provisions of the Statutes in the version valid at the time.

3.6. CDG Website

We are pleased to note that our company logo will be displayed on the CDG Website (www.cdg.ac.at) and have no objections to making this available (office@cdg.ac.at). We agree that our company may be mentioned by name as a collaboration partner of the CD Laboratory/JR Centre in information destined for the general public, e.g. on the CDG's web page or in publicly accessible reports.

4. The company's R&D activities

We confirm that our company

- is a legal entity,
- has research skills and represents an appropriate discussion partner for the CD Laboratories/JR Centres
- and will assume the intellectual property rights that arise from the research in the CD Laboratories/JR Centres.



Details on the company's R&D activities

Relevant time period

Company R&D
expenditure

R&D expenditures as a
% of the net turnover

5. Attachments to the application

- Extract from the commercial register number or other official register (e.g. register of associations, of supplements, of companies)
- Company report from the latest financial year



Name Position

Signature, stamp Place, date

Company

Commercial register number

Name Position

Signature, stamp Place, date

Company

Commercial register number

Letter of commitment to participate in a Christian Doppler Laboratory or in a Josef Ressel Centre

We are interested in a long-term collaboration for the entire period of operation of the Christian Doppler Laboratory/Josef Ressel Centre named below and commit ourselves to observing the rules and regulations laid out in the following text.

Information on the company

Company

Commercial register
number or other official
identifier

If an identifier other than a commercial register number is given, state the register (e.g. register of associations, of supplements, of companies)

Address (as given in
commercial register or
other official register)

Telephone

Fax

e-mail

Information on the CD Laboratory/JR Centre

Planned cooperation CD Laboratory
 JR Centre

Name of the CD Lab/
JR Centre

Head of the Lab/Centre



Authorized persons who have signed the form

Name

Position

Name

Position

1. Application for a CD Laboratory/JR Centre

The application for establishment of or expansion to the above-named CD Laboratory/JR Centre, together with the research plan, time plan and cost plan (spanning more than one year), were prepared in consultation between the Head of the Laboratory or of the Centre and us as commercial partner. With our stamp and official signature we confirm that we are in agreement with the application and the research plan, time plan and cost plan it contains.

2. Legal structure of CD Laboratories/JR Centres

We acknowledge that research in CD Laboratories/JR Centres is also funded from the public purse. Funding from the public purse is awarded on the basis of the Union Framework for State aid for research and development and innovation (2014/C 198/01), the Research and Technology Promotion Act (Forschungs- und Technologieförderungsgesetz, FTFG), the Research Funding Act (Forschungsfinanzierungsgesetz, FoFinaG) and the Directives in accordance with § 15 and §12a of the 2022 FTFG for the Programme to Support the Establishment and Operation of Christian Doppler Laboratories/or Josef Ressel Centres (Richtlinien) in the currently valid versions. Some of the provisions in these legal documents stipulate obligations for the partners cooperating in the research that is funded.

Furthermore, we accept all provisions in the contracts to establish and operate CD Laboratories, in particular the provisions of the General agreement with the host institution (Generelle Betreibervereinbarung¹)

We acknowledge in particular the following obligations, which arise from the legal framework for funding:

¹ For CD Laboratories at non-university research institutions and for International CD Laboratories the corresponding provisions can be included in the Concrete agreement with the host institution (Konkrete Betreibervereinbarung).



2.1. Scientific freedom

- For CD Laboratories: We declare that we shall respect the scientific freedom during the period of operation of a CD Laboratory to the extent of 30 % of all resources available to the CD Laboratory and that we shall not restrict the scientific freedom in terms of the topics investigated or of the methods employed. We recognize that the Head of the CD Laboratory is responsible for this freedom and for how it is used. We note that scientific freedom serves to produce and develop additional results of basic scientific research, in particular the underlying methods and procedures, and that the scientific freedom will be fully utilized in a manner related to the research themes addressed in the CD Laboratory.
- For JR Centres: We declare that we shall respect the scientific freedom during the period of operation of a JR Centre to the extent of 20 % of all resources available to the JR Centre and that we shall not restrict the scientific freedom in terms of the topics investigated or of the methods employed. We recognize that the Head of the JR Centre is responsible for this freedom and for how it is used. We note that scientific freedom serves to build up further research skills and that the scientific freedom will be fully utilized in a manner related to the research themes addressed in the JR Centre.

2.2. Internal activities

We acknowledge that our internal activities (e.g. making available of company infrastructure, working time of company employees associated with the cooperation, contribution to financing of the evaluation and administration by the CDG etc.) are not eligible for financial support and that no invoices may be issued to cover these activities, either to the CDG or to the CD Laboratory/JR Centre.

We note further that as a commercial partner we are not permitted to receive any income from the CD Laboratory/JR Centre or from the university/university of applied sciences/research institution that hosts it. Only under exceptional circumstances (e.g. if there is no technically or economically justifiable alternative for preparing samples) will the CDG deem the costs of consignments or services to be eligible for support. In each case the CDG Executive Board will decide whether such costs of consignments or services are eligible for support. On no account may support provided to us as commercial partner exceed our original costs or provide a profit to our company.

2.3. Accords with the university/university of applied sciences/research institution

We confirm that by the start of our company's participation in the CD Laboratory/JR Centre, or at the latest within six months of this date, we are required to reach agreement with the host university/research institution or with the Head of the CD Laboratory/JR Centre (in accordance with the university/university of applied sciences/research institution) with regard to mutual requirements for confidentiality/non-disclosure, to publications and to exploitation of the research results (especially relating to



intellectual property rights, including any provision for paying recompense for inventions, and – if relevant – the regulations for handling personal data).

We acknowledge that in the simplest case this written agreement will fully accept the provisions in the contracts that govern the establishment and operation of the CD Laboratory/JR Centre. Any further accords with regard to the CD Laboratory/JR Centre (such as more precise provisions governing confidentiality/non-disclosure, publications or intellectual property rights or other agreements) must be consistent with the spirit of the funding programme (in particular with its treatment as a joint collaborative project between companies and research institutions according to Point 2.2.2 no. 28. c of the Union Framework) or the research work will no longer be deemed eligible for funding.

We acknowledge further that if there is no agreement within six months of the start of our participation in the CD Laboratory/JR Centre, the provisions in the contracts that govern the establishment and operation of the CD Laboratory/JR Centre will be taken as accepted.

We will inform the CDG without request from the Association of any agreement we conclude with the university/research institution/university of applied sciences or with the Head of the CD Laboratory/JR Centre and will send a copy to the CDG. The CDG will ensure that all agreements are treated in confidence.

2.4. Assumption of liability for repayment of support that has been wrongly claimed

As indirect beneficiary of the funding programme, we assume joint and several liability (§ 891 of the Austrian Civil Code, ABGB) in respect of any claims from the Republic of Austria against the host of the CD Laboratory/JR Centre arising from the grounds for repayment of support detailed in Point 9.1.2.2 of the Directives in accordance with § 15 and §12a of the 2022 FTFG for the Programme to Support the Establishment and Operation of Christian Doppler Laboratories/or Josef Ressel Centres (Richtlinien) in the currently valid versions. The liability relates exclusively to financial support that is paid to CD Laboratories/JR Centre in which the company is or has been involved. Furthermore, liability is limited to the company's proportional participation in the CD Laboratory/JR Centre.

2.5. Confidentiality with respect to the CD Laboratory/JR Centre and the university/university of applied sciences/research institution

We undertake to treat in confidence all information of any kind relating to the CD Laboratory/JR Centre. This declaration for confidentiality is made to the CD Laboratory/JR Centre and the university/university of applied sciences/research institution and may not hinder the CD Laboratory/JR Centre from achieving its goals.



2.6. Publications from the CD Laboratory/JR Centre

- In case of CD Laboratories: We respect the interest of the university/research institution and the staff working in the CD Laboratories in publishing all important scientific results of the basic research performed in the CD Laboratories. We welcome the publication of results of basic research in the appropriate form, wherever possible in refereed journals or in forums respected in the relevant scientific disciplines. We also welcome the fact that our interests (e.g. in patenting) will be taken into account in the publication of the other research results. To this end we shall obtain written agreement with the Head of the CD Laboratory in advance.
- In case of JR Centres: We respect the interest of the university of applied sciences and the staff working in the JR Centres in publishing all important scientific results of the research performed in the JR Centres. We welcome the publication of research results in the appropriate form, wherever possible in refereed journals or in forums respected in the relevant scientific disciplines. We also welcome the fact that our interests (e.g. in patenting) will be taken into account in the publication of the other research results. To this end we shall obtain written agreement with the Head of the JR Centre in advance.

We acknowledge that we shall be allocated a period of three weeks from the sending of a manuscript to be published to make known any reservations or requests for changes relating to our perception of our interests. If within this period we do not raise any objections, this will be interpreted as consent to publication. We are aware that the performance and conclusion of master's theses, diploma projects and PhD theses and the handling of these according to study laws may on no account be obstructed or delayed. We note that a block in the publication of such works is only possible as far as foreseen by the study laws for the student in question and the internal guidelines of the university/university of applied sciences/research institution.

We acknowledge that we are required to name the CD Laboratory/JR Centre and the participating institutes of the university/university of applied sciences/research institution in any company publications that relate to the activities or results of a CD Laboratory/JR Centre.

2.7. Use of results in areas that would not compromise the companies' competitive interests

We acknowledge that the participating scientific and commercial partners are free to use and utilize the research results in their own research and development activities and in their teaching without restriction in the areas of their work that would not compromise the companies' competitive interests. In using research results, attention should be paid to ensure that no intellectual property rights are damaged and that none of the collaboration partners' business or trade secrets are revealed.



2.8. Collaboration

We undertake to give serious consideration to using or further developing inventions or patentable results (within and outside our specific fields of business) in collaboration with the university/university of applied sciences/research institution hosting the CD Laboratory/JR Centre that produced the invention or results whenever possible and whenever it would make sense to do so.

2.9. Internal court of arbitration within the Association

We shall endeavour to resolve any dispute relating to the relationship with the university/research institution at which the CD Laboratory/JR Centre is established by means of an arbitration agreement.

3. Financing of the CD Laboratory/JR Centre

3.1. Binding consent to the budget of the CD Laboratory/JR Centre

Under the condition that the application for establishment of or expansion to the above-named CD Laboratory/JR Centre is approved we shall participate in supporting the CD Laboratory/JR Centre and we intend to collaborate for the entire duration of the CD Laboratory/JR Centre. We note that the research plan foresees an intensive support for the scientific work of the CD Laboratory/JR Centre.

The proportion of the budget that corresponds to our cooperation with the CD Laboratory/JR Centre will be for the first year of research

EUR _____

, which reflects both the company's contribution and the level of public support.

We acknowledge that the CDG will calculate the company's contribution on the basis of transparent criteria. As a general rule, the company contribution will amount to 50 % of the proportion of the budget assigned to the company. For SMEs based in the European Union, the European Economic Area or EFTA (after submission of the appropriate confirmation) it will amount to 40 % of this proportion. It may exceed 50 % under exceptional circumstances, e.g. where there is significant public financial support for the company. Please note that the company's contribution may not be lower than a certain minimum amount.

We hereby commit our company to covering our company's proportion of the budget given above for the first year of research (taking into account any support for SMEs that may be applicable), as well as to making a contribution to the CDG's general costs that will not exceed 7 % of our proportion of the budget. The precise level of the contribution to the general costs for a particular year will be set by the CDG Executive Board in autumn of the preceding year.



We acknowledge that we will be obliged to continue to pay the membership fee until the end of the normal period of notice if we give notice to terminate our membership or our participation in a particular CD Laboratory/JR Centre. In the event of the termination of our membership or our participation in a CD Laboratory/JR Centre, the membership fee payable will be calculated on the basis of the most recent budget plan that was signed and duly executed by our company and approved by the CDG. It is not possible to reduce the budget in connection with the notice of termination. Any approval of a budgetary reduction granted by the CDG Executive Board becomes invalid in the event that the company member gives notice of termination.

We acknowledge that if a CD Laboratory/JR Centre is forced to terminate prematurely as a result of the company partner's actions, the company must refund to the CDG the proportion paid by the public purse of the residual value of any equipment purchased for the research work of the CD Laboratory/JR Centre. The CDG will return the amount to the public purse.

We acknowledge that in the event of a premature termination of the CD Laboratory/JR Centre as a result of the company partner's action, the damages payable will be equivalent to the membership fee that would have been due had the notice period and dates of giving notice specified in the Statutes (in the version valid at the time) been observed. The CDG reserves the right to demand payment of additional damages to cover any claims that may result from its obligations to third parties that are immediately connected to the company and the CD Laboratory/JR Centre in question.

3.2. Information on the company's SME status

In determining whether the company has the status of an SME, the European Commission's recommendation 2003/361/EC with regard to the definition of SMEs² is to be followed.

- Our company is not an SME.
- Our company is an SME and is applying for a reduction in the costs of CDG membership together with the present letter of commitment to participate in a CD Laboratory/JR Centre.
- Our company has previously submitted a request for a reduction in the costs of CDG membership and confirms that its status as an SME has not changed in the meantime. We acknowledge that the CDG can only grant support for SMEs, which is associated with a reduction in the membership fee, under particular conditions and that any reduction granted in error will be charged subsequently.

² Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, 2003/361/EC, Official Journal of the European Union, L 124 of 20.5.2003, pp. 36, or any follow-up regulation.



Name Position

Signature, stamp Place, date

Company

Commercial register number

Name Position

Signature, stamp Place, date

Company

Commercial register number

Definition of the specific fields of business

The company's specific fields of business for a particular CD Laboratory/JR Centre are established by agreement and are relevant to the handling of the intellectual property rights.

Information on the company

Company

Commercial register
number or other official
identifier

If an identifier other than a commercial register number is given, state the register (e.g. register of associations, of supplements, of companies):

Address (as given in
commercial register or
other official register)

Information on the university/university of applied sciences/research institution

Institution

Commercial register
number or other official
identifier

If an identifier other than a commercial register number is given, state the register (e.g. register of associations, of supplements, of companies)

Address (as given in
commercial register or
other official register)

Information on the CD Laboratory/JR Centre

Planned collaboration CD Laboratory
 JR Centre

Name of the CD Lab/
JR Centre

Head of the Lab/Centre



Specific fields of business

Specific fields of the company's business that are relevant to the particular named CD Laboratory/JR Centre

If the company changes its strategic direction, we undertake to amend this definition accordingly.

For the company partner

Name	Position
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Signature, stamp	Place, date
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Company	
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Commercial register number	
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Name	Position
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Signature, stamp	Place, date
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Company	
---------	--

Commercial register number	
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For the university/university of applied sciences/research institution

Name Position

Signature, stamp Place, date

Institution

Commercial register number/identifier

Name Position

Signature, stamp Place, date

Institution

Commercial register number/identifier

Only for SMEs

Application for a reduced fee for membership of the Christian Doppler Research Association

We are an SME with headquarters in the European Union, in the EEA or in the EFTA. We plan to participate in Christian Doppler Laboratories/Josef Ressel Centres as foreseen by the Christian Doppler Research Association's funding schemes and request herewith a reduction in the membership fee.

Information on the company

Company

Commercial register
number or other official
identifier

If an identifier other than a commercial register number is given, state the register (e.g. register of associations, of supplements, of companies)

Address (as given in
commercial register or
other official register)

Telephone

Fax

e-mail



Authorized persons who have signed the form

Name

Position

Name

Position

- We hereby request a reduction of the fee for membership of the Christian Doppler Research Association as precondition for the granting of support for micro, small and medium-sized enterprises (in the following known as SME support) in the CD Laboratories/JR Centres in which we wish to participate. The support is based on the Directive that applies to the funding programme in question:
- for CD Laboratories: Directive in accordance with § 15 and §12a of the 2022 FTFG for the Programme to Support the Establishment and Operation of Christian Doppler Laboratories (Programmrichtlinie 2022-0.419.756).
- for JR Centres: Directive in accordance with § 15 and §12a of the 2022 FTFG for the Programme to Support the Establishment and Operation of Josef Ressel Centres (Programmrichtlinie 2022-0.419.806).

in the currently valid versions.

We confirm that we shall inform the Christian Doppler Research Association immediately in the event of any circumstances that cause the loss of entitlement to SME support in accordance with the European Commission's recommendation no. 2003/361/EG with regard to the definition of SMEs 1. We undertake to reimburse the difference, should it transpire that the reduced membership fee has been applied inappropriately.

¹ Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, 2003/361/EC, Official Journal of the European Union, L 124 of 20.5.2003, pp. 36, or any follow-up regulation



Name Position

Signature, stamp Place, date

Company

Commercial register number

Name Position

Signature, stamp Place, date

Company

Commercial register number



The following section is to be completed by the company's tax advisers or auditors

Information on tax adviser/auditor

Name

Commercial register
number or other official
identifier

If an identifier other than a commercial register number is given, state the register (e.g. register of associations, of supplements, of companies)

Address (as given in
commercial register or
other official register)

Telephone

Fax

e-mail

We confirm that the company named below is a micro enterprise or a small or medium-sized enterprise, in accordance with the European Commission's recommendation no. 2003/361/EC concerning the definition of micro, small and medium-sized enterprises². Consequently, the company qualifies for a lowering of the membership fee for the Christian Doppler Research Association as a precondition for granting of SME support for the CD Laboratories/JR Centres in which it participates.

² Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, 2003/361/EC, Official Journal of the European Union, L 124 of 20.5.2003, pp. 36, or any follow-up regulation



Information on company

Company

Commercial register
number or other official
identifier

If an identifier other than a commercial register number is given, state the register (e.g. register of associations, of supplements, of companies)

PLEASE NOTE

In the case of a partner enterprise or an affiliated enterprise, the calculations to determine the company's magnitude are to be undertaken in accordance with the European Commission's guidelines:

- See European Commission recommendation no. 2003/361/EG concerning the definition of SME³, Annex article 6
 - See European Commission communication no. 2003/C 118/03, Sample for the declaration on the information required to qualify an enterprise as an SME⁴.
-

Autonomous enterprise

Type of company Partner enterprise

Affiliated enterprise

Time period

Number of employees

Annual turnover

Annual balance sheet total

SME status without temporal limit, based on present assessment

Until

Supporting documentation

The following documents should be provided with the request:

- Annual accounts from the latest accounting year
 - Any other information pertaining to the company's SME status
-

³ Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, 2003/361/EC, Official Journal of the European Union, L 124 of 20.5.2003, pp. 36, or any follow-up regulation.

⁴ European Commission communication no. 2003/C 118/03, Sample for the declaration on the information required to qualify an enterprise as an SME, pp 5 or any follow-up regulation.



For the tax adviser/auditor

Name Position

Signature, stamp Place, date

Company

Commercial register number