SAMPLE CONTRACT 10.02.2025

Contract modules for employment contracts
of staff in a Christian Doppler Laboratory

Preamble

According to the regulations of the General Funding Conditions for the funding of Christian Doppler Laboratories and Josef Ressel Centres (AFBs), the contracts of employment and the contracts of works and services of employees in a CD Laboratory have to include all obligations necessary for performing the research work in the appropriate way, which the university/ university of applied sciences/ non-university research institution has assumed towards the Christian Doppler Research Association. This applies in particular to the regulation of confidentiality issues, publication activity and intellectual property rights relating to the project.

Against this backdrop, the following contract modules are either to be integrated identically in content into the existing employment contract of the respective employee or to be added as a whole as an addendum to the employment contract.

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 11.02.2025

# Additional regulations regarding the participation in the Christian Doppler Laboratory for xxx

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| Participation in the CD Laboratory1. The employee

Ms./Mr. xxx (title, name)born on xxx (date) in xxx (place)residing in xxx (full address)is assigned to the CD Laboratory for xxx under the leadership of xxx at the institute xxx or the organisational unit xxx of the university/ university of applied sciences/ non-university research institution xxx. 1. Participation in the CD Laboratory commences on xxx und ends on xxx.
2. The employee will work as xxx.
3. Her/his work includes among others:
* xxx
* xxx
* xxx
1. The CD Laboratory is essentially a collaborative project with the commercial partners involved and co-funded by the public purse. Without prejudice to the assured freedom for basic scientific research, which is in the Laboratory Head’s responsibility, the employee is required to conduct this collaboration constructively with due regard to the commercial partners’ legitimate interests.
2. The participation in the CD Laboratory exclusively comprises work directly related to the research work of the CD Laboratory. Within the portion of their time re-funded by the Christian Doppler Research Association, it is only permitted for the employee to participate in teaching, if such activities serve the employee to advance in the specific research topics of the CD Laboratory.

Place of work1. The agreed place of working in the CD Laboratory is xxx.
2. The employee is also prepared to travel on official missions at home and abroad during her/his work in the CD Laboratory. The relevant travel costs are reimbursed in accordance with the valid guidelines for reimbursement of travel costs at the university/ university of applied sciences/ non-university research institution or, in a subsidiary manner, the Federal guidelines for reimbursement of travel costs.

Amount of working hours in the CD Laboratory1. The regular weekly hours working for the CD Laboratory amount to xxx hours.
2. The employee has to record the relevant work with time sheets.

Salary[Salary level and amount of the employee has already been agreed in the employment contract with the university/ university of applied sciences/ non-university research institution]Confidentiality1. Personal data are all data that identify or make identifiable a natural person (such as name, address, date of birth, health data, IP address, etc., "personal data"). Confidential data is understood to be all business and company secrets ("confidential data") (personal and confidential Data together "confidential information").
2. (2) The employee undertakes to protect confidential information disclosed to her/him from data processing which is entrusted to her/him or has become accessible to her/him exclusively as a result of her/his professional activity (e.g. which is communicated to the employee by company partners in the course of the collaboration within the CD Laboratory, as well as all information about the operation and the work results of the CD Laboratory that is received as a result of work at the university/ university of applied sciences/ non-university research institution), without prejudice to legal obligations of secrecy, as far as there is no legally admissible reason for a transmission of the entrusted or accessible personal and/or confidential data.
3. Personal and/or confidential data may only be transmitted if expressly ordered by the employer.
4. The obligation to maintain secrecy exists for an indefinite period of time beyond the termination of the contractual relationship between the employer and the employee.
5. Information and results are excepted from this provision if
* they are covered by an explicit agreement to the contrary with the commercial partners involved, or
* it can be shown that the information was known to the employee before it was received from the commercial partner and/or before the start of the research activities under the present agreement, or if it was subsequently made known by third parties entitled to do so, or
* they represent general state of the art or become general state of the art without the employee's assistance, or
* they were or become generally known without the present agreement's being broken.
1. The requirement for confidentiality applies in particular to the publication and/or patenting of the results of the CD Laboratory’s research.
2. The disclosure of personal and/or confidential data of the employer constitutes a serious breach of duty. The employee acknowledges that the violation of her/his duties may result in a criminal and administrative criminal law case in the sense of §§ 62, 63 Data Protection Act, as well as consequences in terms of compensation for damages or employment law.

Publications1. The term “publication” is used to mean any mechanism to enable public access to the results of research and development work, in particular via printed media, in electronic media, by means of presentations in word and/or image or by other means.
2. Results from fundamental research should be published in agreement with the Head of the Laboratory in an appropriate form, ideally in refereed journals or in respected forums for publication in the relevant field. Publication of the application-oriented basic research results, as well as the other application-oriented research results, should take into account the economic interests of the commercial partners (e.g. in patenting). A written agreement between the Head of the Laboratory and the commercial partners should be obtained in advance. If within three weeks of sending a manuscript to be published to the commercial partners the Head of the Laboratory receives no justified objections to publication or requests for changes, this is to be interpreted as consent to publication. On no account may the performance and conclusion of master’s theses, diploma projects and PhD theses or the handling of these according to study laws be obstructed or delayed. The provisions of §86 UG (University Law) or § 19 (3) FHStG (University of Applied Sciences Studies Act) and the internal guidelines of the university/university of applied sciences or the study law applicable for the relevant student and the internal guidelines apply to the conclusion and the possible block on publication of such works.
3. Publications of work undertaken within a CD Laboratory must mention, in addition to the name of the author, both the CD Laboratory and the university/ university of applied sciences/ non-university research institution. They must also include at an appropriate point the information that the research project was supported by the Federal Ministry responsible for economic affairs, by the National Foundation for Research, Technology and Development or the CDG.

Service inventions1. All service inventions and protectable results that stem from the research activities of the CD Laboratory require for immediate reporting. The report must take place in writing without delay and must be addressed to the Head of the Laboratory.
2. The employee acknowledges the right of the university/ university of applied sciences/ non-university research institution to take up such inventions or results. It is agreed that service inventions of the employee will be owned by the university/ university of applied sciences/ non-university research institution, provided that the university uses the right to take up inventions.
3. In using research results for internal use, attention should be paid that no industrial property rights are damaged and that no business or trade secrets of the commercial partners are revealed.

Empowerment1. The data of the employee shall be processed for the purpose of assessing the eligibility for funding by the CDG pursuant to paragraph 2 of this Point and for processing the funding by the CDG and the Federal Ministry responsible for economic affairs. The legal basis for data processing is therefore based on Art. 6 Par. 1 lit b, lit c and lit f EU Data Protection Basic Regulation.
2. The employee acknowledges that the Christian Doppler Research Association collects any personal data required for the assessment of the requirements for funding, above and beyond that provided by the individuals, and to request such data from appropriate Federal bodies or from other legal entities that award or administer research funding. Personal data comprise name, age (date of birth), gender, academic career, information regarding working in the CD Laboratory (e.g. working hours, publications, patents, awards etc.), information regarding work after leaving the CD Laboratory.
3. Furthermore, the employee acknowledges that the bodies or representatives of the Federal Ministry responsible for economic affairs, the National Foundation for Research, Technology and Development, the Christian Doppler Research Association and persons and institutions commissioned by it as well as bodies of the European Union and the Court of Auditors (Rechnungshof) may inspect documents relating to the employee's activities in the CD Laboratory. These are service and employment contracts and associated agreements and regulations as well as payroll accounts. The organs are entitled to take copies of the mentioned documents, while ensuring their confidential treatment and their compliance with data protection regulations.
4. (4) The employee is entitled (subject to the applicable requirements in each case) to (i) request information about the data stored about her/him, (ii) to request the correction, amendment, supplement or modification of the data stored about her/him, (iii) to have all data stored about her/him transferred to another company, insofar as this is technically possible, (iv) to demand the deletion of the data stored about her/him, (v) in certain cases to demand the restriction of data processing until any questions have been clarified, and (vi) if the processing of her/his data is based on the legal basis of the legitimate interest of the CDG, to object to the processing of the data. Furthermore, the employee has the right to complain to a supervisory authority.

AlterationsAny alterations of the present agreement must be in writing. |