SAMPLE CONTRACT 27.02.2025

Agreement to a collaboration
between science and business
within the Christian Doppler Laboratory
for …………………………………

concluded between

the university/research institution

… name ….

… address …

and

the company

… name …

… address …

**Collaboration** **Agreement**

1. The contractual parties are collaborating within the Christian Doppler Laboratory for ….
2. Research is being undertaken in the following fields:
* …
* …
* …
1. The specific fields of business of the commercial partner that are relevant to the aforementioned Christian Doppler Laboratory were defined by the commercial partner and the university/research institution when the application was submitted.
2. The collaboration is taking place in accordance with the guidelines of the Christian Doppler Research Association.
3. The contractual parties affirm their consent to the regulations governing confidentiality as well as publication and exploitation of any research results (particularly those relating to intellectual property rights) as set out in the contractual framework for Christian Doppler Laboratories, in particular in the General Funding Conditions for funding Christian Doppler Laboratories and Josef Ressel Centres (AFBs).
4. To supplement the provisions in the contracts, the following points are hereby made more precise:
* …
1. The contractual parties accept that all disputes will be resolved with recourse to Austrian substantive law. The language to be used is German.

**For the university/research institution**

Name, position

Signature, stamp Place, date

Name, position

Signature, stamp Place, date

**For the commercial partner**

Name, position

Signature, stamp Place, date

Name, position

Signature, stamp Place, date

**Explanations and definitions**

**Definition of the company’s specific fields of business**

The specific fields of business of a commercial partner that are relevant to the CD Laboratory are to be defined by agreement between the commercial partner and the university/research institution. Agreement must be reached before the application for the company’s participation in the CD Laboratory is submitted.

**Agreement on requirements for confidentiality/non-disclosure, publications, intellectual
property rights**

If necessary, the provisions set out in the AFBs, in particular with regard to mutual confidentiality and the use of research results, can be further specified up to six months after the CD Laboratory's start. To this end, a collaboration agreement shall be concluded between the university/research institution, involving the Head of the Laboratory, and the commercial partners with regard to mutual confidentiality requirements, publications and the use of research results (in particular intellectual property rights, including a possible provision on the remuneration of inventions and protectable results). For additional commercial partners which start participating in an already existing CD Laboratory, the period of up to six months begins at the start of the collaboration with the CD Laboratory. If no collaboration agreement is signed within six months, only the AFBs shall apply.

The agreement must not conflict with the cooperative nature of the respective funding programme, as otherwise the research work will no longer be eligible for funding.

In the event of contradictions between the AFBs and this collaboration agreement, the AFBs take precedence.

**Ensuring the character of the research that is funded**

If necessary, and to the extent required, the provisions in the General Funding Conditions for funding Christian Doppler Laboratories and Josef Ressel Centres (AFBs) may be specified more precisely. Points 17 to 20 of the AFBs are particularly relevant for the agreement on collaboration science - business between the university/research institution and companies.

In doing so, the following points should be taken into consideration:

* The AFBs remain valid and its provisions override those of the agreement between the university/research institution and the commercial partners. As an example, the provisions of the AFBs with regard to the termination of CD Laboratories and the provisions in the Statutes regarding termination of membership must be observed. Termination of a collaboration agreement does not release the commercial partners and the university/research institution from the rights and obligations under the contractual framework of the CDG.
* Any additional agreements between the company and the university/research institution or the Head of the Laboratory that relate to the CD Laboratory, such as precision of the regulations governing confidentiality, publications or intellectual property rights or additional agreements, must be in accordance with the legal framework of the funding model and must be consistent with the programme’s nature, as the research work would otherwise no longer be eligible for support.
* The work in a CD Laboratory represents a research collaboration supported by the public purse. It is not contracted research. CD Laboratories do not directly exchange services for rewards (payments) but represents joint contributions to a joint research project. This point must be reflected in the agreement.
* Agreements that have the nature of contract research are not permitted.
* Provisions taken from standard contracts for contract work are often not suitable for CD Laboratories. As an example, a CD Laboratory does not perform services or return services in exchange for a payment or a consideration. The companies support the CD Laboratories by means of their payments. The CD Laboratories are financed by the CDG (the support for the research work in which a company agrees to participate is administered by the CDG in accordance with the provisions of the AFBs). The commercial partners are not clients but collaboration partners. No development work is undertaken in a CD Laboratory and no products or marketable prototypes are produced. In accordance with the funding model, the results of the CD Laboratory’s research lie in the field of application-oriented basic research, which contribute to the development of new products and processes by the commercial partners.
* The provisions of Austrian substantive law are applicable.
* Any rights and obligations concerning the CD Laboratory must be exercised by the university/research institution or the commercial partners themselves and cannot be transferred to other or affiliated companies. However, the commercial partners or the university/research institution may pass on information on particular research results to affiliated companies if the other partner (commercial partner or university/research institution) consents. In such cases, the regulations on the use of the research results and on non-disclosure and confidentiality must be transferred to the affiliated companies.

**Informing the CDG of the agreements**

The CDG must be informed of the collaboration agreements without having to request them and must be provided with copies. The CDG ensures that the agreements will be treated in strict confidence. It is recommended that the CDG be informed of the final draft of the collaboration agreement so that agreement with the CDG's funding regulations can be clarified before the signatures will be executed. The CDG must be informed of any changes to the collaboration agreement.