

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 Unternehmen 1 GmbH

Commercial register Companies register: F123456 number or other official

Adress (as given in commercial

register or other official

Boltzmanngasse 20/1/3

Adress addition

ZIP code and location 1090 Wien

Federal state Wien

Country Austria

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

- 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.

Phone number +43 1 123456

Fax

E-Mail unternehmen1@cdg.ac.at

Website

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 der 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 in-clude 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
 doc-uments 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.

Representation of the Company in the General Assembly of the CDG

Name Mr. Vorname5 Nachname5

Function EO

Department

Language English

c/o

Address Boltzmanngasse 20/1/3

Address addition

ZIP code and location 1090 Wien

Federal state Wien

Country Austria

Phone number 1 +43 1 123456789

Phone number 2

Fax

E-Mail unternehmen1@cdg.ac.at

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 CDG (The documents can be downloaded from the CDG website (https://www.cdg.ac.at/en/documents) or requested from the CDG at any time.):

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 (in particular the provisions of the General Funding Conditions for the Funding of Christian Doppler Laboratories and Josef Ressel Centres (AFBs - Allgemeine Förderungsbedingungen) and the directives of the respective funding programme issued by the Federal Ministry responsible for economic affairs).

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 mem-bership 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 particu-lar 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 com-pany member gives notice of termination.

We acknowledge that if a CD Laboratory/JR Centre is forced to terminate prematurely as a result of the commercial partner's actions, the company must refund to the CDG the propor-tion 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 commercial 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 spec-ified 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 in accordance with the provisions of the AFBs.

Details on the company's R&D activities

Company R&D expenditure

R&D expenditures as a % of the net

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

Document code: UNT01414251009104513-00000009D	
Mrs. Vorname5 Nachname5	EO
Name	Funktion
Signature, company stamp if available	Location, date
Company: Unternehmen 1 GmbH	

F123456

Companies

6. Declaration according to the Data Protection Act

We agree to the following privacy policy.

Company Unternehmen 1 GmbH

Commercial register number or Companies register: F123456

Address (as given in commercial Boltzmanngasse 20/1/3

Address addition

ZIP code and location 1090 Wien

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.

Phone number +43 1 123456

Fax

E-Mail unternehmen1@cdg.ac.at

Website

Companies

We expressly agree in the sense of § 8 para. 1 line 2 and § 9 line 6 of the Data Protection Act 2000, Federal Law Gazette No. 165/1999 as amended, that the following information may be transmitted to the other federal funding and promotion institutions, including the contact points and international documentation offices set up for their coordination, and stored and processed in automation-supported data processing systems in the interest of optimal promotion:

- Name and address of the company, research institution, funding recipient
- Characteristics of the application; in the case of an SME, also data concerning the criteria
 for SME support in accordance with the Recommendation of the European Commission
 2003/361/EC concerning the definition of SMEs
- Amount and duration of the approved funding; in the case of an SME, also the amount and duration of the approved reduction of the membership fee of the Christian Doppler Research Association as a prerequisite for SME funding to become effective for the respective CD Laboratory or JR Center

We have the right to revoke this declaration of consent at any time in writing by notifying the Christian Doppler Research Association.

Document code: UNT01414251009104513-00000009D		
Mrs. Vorname5 Nachname5	EO	
Name	Funktion	
	5	S
Signature, company stamp if available	Location, date	
Company: Unternehmen 1 GmbH		