

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 number or other official identifier	Companies register: FN123456
Address (as given in commercial register or other official identifier)	Boltzmanngasse 20/1/3
Address addition	
ZIP code and location	1090 Wien
Federal state	Wien
Country	Austria

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 123456789
Fax	
E-Mail	unternehmen1@cdg.ac.at
Website	cdg.ac.at

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 of €1.000 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 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.

Representation of the Company in the General Assembly of the CDG

Name Mrs. Dr. Vorname 5 Nachname 5, BSc.

Function CFO

Department Finance

Language German

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 nachname5@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 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 commercial 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 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 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.

3.7. Research security, dual-use, export control and defence-related

We acknowledge that responsibility for assessing and complying with the applicable provisions on research security, export control, sanctions compliance, dual-use, defence-related research and the protection of sensitive technologies, data, software, materials, know-how and research results in connection with our membership in the CDG and any participation in CD Laboratories and/or JR Centres rests exclusively with us.

Membership of the CDG, the decision on admission as a member and the administration of funding by the CDG do not replace internal company assessment and do not constitute an assumption by the CDG of any responsibility for reviewing, approving, monitoring, control or otherwise ensuring compliance.

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 during the last financial year

Company R&D expenditure	1.000.000,00
R&D expenditures as a % of the net	5

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

CDG's information on data protection

1. Overview and data controller

The protection of the company's personal data when processing data in connection with applications for membership of the Christian Doppler Research Association (hereinafter "CDG") is a matter of great importance to the CDG.

The CDG processes personal data exclusively in compliance with the applicable data protection regulations, in particular the EU General Data Protection Regulation (GDPR) and the Austrian Data Protection Act (DSG).

The data controller is: Christian Doppler Forschungsgesellschaft

Boltzmanngasse 20/1/3, 1090 Vienna, Austria

Email: office@cdg.ac.at

Website: <https://www.cdg.ac.at>

This privacy notice explains which personal data the CDG processes in connection with membership applications from prospective members, for what purposes, on what legal basis, and what rights companies have in this context.

2. Purpose and legal basis of data processing

The personal data provided in the membership application is processed for the following purposes:

- Reviewing, processing and deciding on the application for membership of the CDG association,
- Communicating with the applicant company and its representatives,
- Preparing and implementing membership, including entry in the membership directory,
- Documenting and fulfilling obligations under association and funding law,
- Managing and processing participation in a CD Laboratory or JR Centre, insofar as this is relevant within the scope of membership.

The legal bases for processing are, in particular:

- Art. 6(1)(b) GDPR (pre-contractual measures and performance of a contract),
- Art. 6(1)(c) GDPR (compliance with legal obligations),
- Art. 6(1)(f) GDPR (legitimate interest of the CDG in proper membership administration and the processing of funding).

Although the provision of this data is not a legal requirement, it is necessary for the establishment of the membership relationship. The application for membership cannot be processed if the data marked as mandatory directly on the application form is not provided.

3. Categories of personal data

The following data is regularly processed as part of the application:

- Company-related details, contact details of authorised representatives and contact persons (title, surname, academic titles, role, proof of signing authority, address, professional contact details such as email and telephone number, details regarding participation and representation at general meetings such as name, title, address, role, contact details)

4. Disclosure of data

Personal data is made available within CDG only to those internal departments that require it to fulfil the stated purposes. Disclosure to third parties takes place exclusively if:

- this is necessary to fulfil contractual or legal obligations (e.g. to authorities or funding providers),
- legal provisions permit or require this,
- applicable terms of use must be enforced, including the investigation of possible breaches,
- fraud, security breaches or technical problems need to be detected, prevented or otherwise addressed,
- the rights, property or safety of CDG, its users or the public are protected from harm, to the extent permitted or required by law
- service providers are involved who support CDG within the framework of a contractual data processing arrangement (e.g. IT service providers), whereby CDG ensures that these providers offer appropriate safeguards in accordance with Article 28 of the GDPR.

Data will only be transferred to countries outside the European Economic Area if the legal requirements are met and appropriate data protection safeguards are in place.

5. Retention period

Data processing takes place for the duration of the application process and, beyond that, for a period of ten years:

- in the event of withdrawal or discontinuation of the application or a negative decision, from the date of the last contact (see Section 2g(1)(1)(a) FOG (Research Organisation Act));
- in the event of the conclusion of a contract, from the end of the year in which the entire Article 89 funding is paid out (see Section 2g(1)(1)(b) FOG (Research Organisation Act)).

Furthermore, the CDG processes data from supporting documents and accounting records subject to retention requirements for a period of seven years to fulfil statutory retention obligations (Section 212 of the Austrian Commercial Code (UGB) and Section 132 of the Austrian Federal Tax Code (BAO); the period commences in accordance with the respective provision).

6. Data subjects' rights

In connection with the processing of personal data – subject to certain restrictions under the FOG – companies are entitled to the following rights:

- Access to personal data being processed (Art. 15 GDPR),
- Rectification of inaccurate data (Art. 16 GDPR),
- Erasure or restriction of processing (Art. 17, 18 GDPR),
- Objection to processing on grounds of legitimate interest (Art. 21 GDPR),
- Right to data portability (Art. 20 GDPR).

To exercise these rights or if they have any questions regarding data processing, companies may contact datenschutz@cdg.ac.at at any time. Furthermore, companies have the right to lodge a complaint with the Austrian Data Protection Authority.

Document code: UNT00047260818142116-000000009

Mrs. Dr. Vorname 5 Nachname 5, BSc.

Name

CFO

Funktion

Signature, company stamp if available

Location, date

Company: Unternehmen 1 GmbH

Companies FN123456