



Christian Doppler  
Forschungsgesellschaft

## Letter of commitment to participate in a Christian Doppler Laboratory

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

### Information on the company

Company: Unternehmen 1 GmbH  
Identifier Companies register: FN123456

### Information on the CD Laboratory

Christian Doppler Labor für Beispielforschung

Christian Doppler Laboratory for Beispielforschung

Head of Laboratory and Head of Module

---

|               |                        |
|---------------|------------------------|
| Name          | Vorname1 Nachname1     |
| Organisation  | Universität Österreich |
| Location type | Main location          |

---

---

|               |                        |
|---------------|------------------------|
| Name          | Vorname2 Nachname2     |
| Organisation  | Universität Österreich |
| Location type | Main location          |

---



Name Vorname3 Nachname3  
Organisation University of Applied Science Austria  
Location type External/International Module

---



## Authorised persons who sign the form

---

Name Vorname5 Nachname5

Function/Position CEO

---

## 1. Application for a CD Laboratory

The application for establishment of or expansion to the above-named CD Laboratory, together with the research plan, time plan and cost plan (spanning more than one year), were prepared in consultation between the Head of Laboratory and us as commercial partner. With our authorised 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

We acknowledge that research in CD Laboratories 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 (Richtlinien) in the currently valid versions. Some of the provisions in these legal documents stipulate obligations for the commercial 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 Funding Conditions for the Funding of Christian Doppler Laboratories and Josef Ressel Centres (Allgemeine Förderungsbedingungen für die Förderung von Christian Doppler Labors und Josef Ressel Zentren AFB).

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

### 2.1. Scientific freedom

We declare that we shall respect the scientific freedom during the period of operation of the 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 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.

## **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.

We note further that as a commercial partner we are not permitted to receive any income from the CD Laboratory or from the university/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/research institution**

We acknowledge that, If necessary, up to six months from the start of our company's participation in the CD Laboratory the provisions made in the AFBs, in particular with regard to mutual non-disclosure/confidentiality and the use of the research results, can be further specified. For this purpose, an agreement is to be concluded between our company and the university/research institution with the involvement of the Head of the CD Laboratory regarding mutual non-disclosure/confidentiality, publications and use of the research results (in particular intellectual property rights, including any agreement on remuneration for inventions and protectable results as well as – if applicable – provisions on the use of personal data).

According to the Union framework for State aid to promote research, development and innovation, CD Laboratories are understood to be joint collaboration projects between companies and research institutions. Accordingly, the intellectual property rights resulting from the collaboration and the associated access rights shall be allocated to the different collaborating partners in a way that takes due account of their work, their contributions and their respective interests (Union framework Point 2.2.2. para. 28. lit. c). This point must also be reflected in the agreement. The agreement must not conflict with the cooperative nature of the respective funding programme (see also Point 20.2. of the AFBs), as otherwise the research work will no longer be eligible for funding.

We will inform the CDG without request from the Association of any agreement we conclude with the university/research institution or with the Head of the CD Laboratory 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 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 (Richtlinien) in the currently valid versions. The liability relates exclusively to financial support that is paid to the CD Laboratory in which the company is or has been involved. Furthermore, liability is limited to the company's proportional participation in the CD Laboratory.

## **2.5. Confidentiality with respect to the CD Laboratory and the university/research institution**

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

## **2.6. Publications from the CD Laboratory**

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 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 application-oriented basic research and the other application-oriented research results. To this end we shall obtain written agreement with the Head of CD Laboratory 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 note that on no account the performance and conclusion of master's theses, diploma projects and – if applicable - PhD theses or the handling of these according to study laws may be obstructed or delayed. We further note that the provisions of § 86 of the Universities Act, § 19 (3) FHStG and the internal guidelines of the university/research institution and the student's applicable study law, apply to the conclusion and the possible block on publication of such works.

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



## **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 acknowledge the cooperative nature of CD Laboratories in accordance with point 20.2. of the AFBs. 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/research institution hosting the CD Laboratory that produced the invention or results whenever possible and whenever it would make sense to do so.

## **2.9. Court of arbitration**

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



## **2.10. Research security, dual-use, export control and defence-related matters**

We confirm that the responsibility for assessing and ensuring compliance with all applicable regulations relating to 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 specific involvement in the aforementioned CD Laboratory/JR Centre rests exclusively with us.

This includes, in particular, our sole responsibility for assessing whether our participation, our contributions, our corporate infrastructure, our employees, our affiliated entities, our beneficial owners, our business locations, our cooperation and exploitation chains, our use of research results, or any transfers of goods, software, technology, know-how, data, or other information are subject to legal restrictions, authorisation, review, reporting or due diligence obligations.

The relevant regulatory frameworks may include, in particular, Regulation (EU) 2021/821 on dual-use items, the Austrian Foreign Trade Act 2011 (Außenwirtschaftsgesetz 2011) together with the regulations issued thereunder, directly applicable EU sanctions regulations, the applicable legal framework governing military and defence-related goods, and—where applicable—guidelines and recommendations relating to research security. This list is not exhaustive.

We expressly acknowledge that the CDG, as a non-profit association and funding organisation, does not assume any review, approval, monitoring, control, or other compliance-related obligations or responsibilities with respect to research security, dual-use, export control, sanctions, or defence-related research. Neither membership of the CDG, nor approval of our participation in a CD Laboratory/JR Centre, nor the administration of funding by the CDG shall be construed as confirmation that our participation or any subsequent use of research results is permissible under the aforementioned regulatory frameworks.

## **3. Financing of the CD Laboratory**

### **3.1. Binding consent to the budget of the CD Laboratory**

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

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

EUR 136170.00

This amount 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 the company's contribution of the budget given above for the first year of research (taking into account any support for SMEs that may be applicable), plus a contribution to the CDG's general costs that will not exceed 7 % of the company's contribution of the budget. That is, a maximum of 7% of the budget share excluding public funding. 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. In the event of the termination of our membership or our participation in a CD Laboratory, 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 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. The CDG will return the amount to the public purse.

We acknowledge that in the event of a premature termination of the CD Laboratory 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 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 SMEs (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) is to be followed.

Our company is not an SME



Name: Vorname5 Nachname5

Position\Function: CEO

---

Signature, Stamp

Place, date

Company: Unternehmen 1 GmbH

Identifier: Companies register: FN123456