

Declaration of Commitment on Scientific Cooperation with Commercial Enterprises in a Proposed DFG Project

To be submitted only by applicants at private-sector, non-profit institutions that do not receive institutional funding from the federal government and/or federal state.

The applicant has submitted a proposal to the DFG for the funding of a research project (topic)

(DFG reference number: _____) which involves a commercial enterprise (hereinafter referred to as “company”) participating in a project by way of a scientific cooperation¹.

Due to the legal framework on which DFG funding activities are based, commercial enterprises may not benefit from DFG funding. For this reason, the applicant and their research institution must comply with the rules of the European Union's “Framework for State aid for research and development and innovation” (2022/C 414/01; hereinafter: Union Framework).²

The applicant and the research institution undertake to comply with the Union Framework. With regard to the planned implementation of a DFG project involving scientific cooperation with a company, the applicant and their institution declare the following:

1. The applicant confirms that they are the originator of the idea and concept of their part of the proposed project and that they are responsible for the scientific conduct of their part of the project (project management).
2. In the event of the proposal being approved, the applicant and the research institution at which they are employed shall ensure the following:
 - a. The research institution and the company conclude a cooperation agreement on the project in question before work on the project begins. The DFG provides a model cooperation agreement for this purpose (DFG form [41.026](#)). As a rule, the agreement does not have to be submitted to the DFG. However, the DFG expressly reserves the right to review the agreement. Such a review may be carried out before the funding

¹ A scientific cooperation is to be understood as meaning that the company will make its own significant contribution to the work programme of a research project, whereby a cooperation agreement to this effect is to be concluded between the researchers and the company.

² For information on the conditions that apply to the participation of companies in DFG projects, see DFG form 4.02 (Guidelines on the Participation of Commercial Enterprises in Research Projects).

decision is made regarding the proposal, but it would usually be carried out at a later date.

b. The agreement must include the following points in particular:

aa. Contribution on the part of the company:

binding description of the contribution to the cooperation to be provided by the company.

bb. Publications:

The applicant and the employees at their research institution may freely publish the work results obtained through the DFG project applied for without the company having any influence on the content or a right of approval.³

cc. Work results/rights of use:

- For the duration and purposes of the project, the parties may grant each other a non-exclusive, non-transferable, non-sublicensable⁴ and royalty-free right to use the work results obtained through the project.
- Any further disclosure of work results obtained by the applicant and their research institution through the project to the company or the granting of rights of use to these work results to the company *for purposes outside the DFG project or after completion of the DFG project* is implemented through written licence agreements.
- The details are set out in the cooperation agreement that is to be concluded.

c. The cooperation agreement and the licence agreement must comply with the requirements of the Union Framework, i.e. they must regularly provide for a compensation equivalent to the market price for the rights of use to the work results obtained by the applicant and their research institution to be granted to the company for purposes outside of the DFG project or after completion of the DFG project. The company must not receive any benefit.

Place, date

Place, date

(Signature of applicant)

(Signature of research institution
representative and stamp)

³If necessary, the company may review the planned publication before its submission/publication to ensure that it does not contain any results or confidential information pertaining to the company for which no publication authorisation has been granted. Publication may be delayed for a maximum of five months so as to enable industrial property rights to be registered.

⁴ Affiliated companies within the meaning of Section 15 of the German Stock Corporation Act (*AktG*) may be exempted.