

Declaration of Commitment in Connection with In-Kind Contributions by Commercial Enterprises to 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”) providing services without compensation/free of charge (in-kind contribution¹).

The following in-kind contribution on the part of the company

is envisaged in the project:

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.

They declare the following with regard to the planned implementation of a DFG project involving the aforementioned in-kind contribution on the part of a company:

1. The applicant confirms that they are the originator of the idea and concept of the proposed project and that they are responsible for the scientific conduct 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:

¹ An in-kind contribution is to be understood as a relevant contribution to a research project made unilaterally by the company in consultation with the principal investigators in order to support the project without the company obtaining entitlement to any form of compensation, e.g. in the form of rights to project results.

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).

- a. Before starting work on the project, the research institution and the company shall conclude an agreement concerning the above-mentioned in-kind contribution which complies with the obligations set out in this declaration. As a rule, the agreement does not have to be submitted to the DFG. The DFG expressly reserves the right to review the agreement, however. Such a review may be carried out before the funding 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. In-kind contribution on the part of the company:
binding description of the in-kind contribution 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:
 - If and to the extent that work results are absolutely necessary for the fulfilment of the pledged service (in-kind contribution) within the scope of the project applied for, the company shall receive a non-exclusive, non-transferable, non-sublicensable⁴ and free right of use – limited to the duration and purpose of the project – to the work results obtained through the project by the applicant or their research institution.
 - In utilising the work results they have obtained with the help of the in-kind contribution provided by the company – whether such utilisation is for the purpose of the proposed DFG project or for other research purposes of their own – the applicants and their institutions are free and not subject to any restrictions; this also includes any possible exploitation of their own results and the right to publish and licence these to third parties.
 - dd. 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 only possible after the conclusion of a written licence agreement with the company. Such a licence agreement would have to be concluded between the applicant's research institution and the company. The applicant is to contact the administration of their research institution in good time on this matter.

³ If 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.

- c. The agreements concerning in-kind contributions and the licence agreements 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)