

Agreement

concerning the establishment and funding of the

COMET K1 Center
Know Center – Research Center for Data-driven Business
(short name: Know-Center)

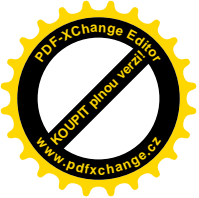
concluded between

Know-Center GmbH
Inffeldgasse 13, 8010 Graz

and

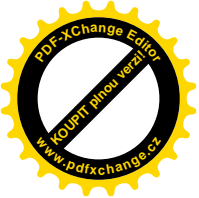
the scientific and industry partners
stated in point 3

Final Version as of December 3, 2014



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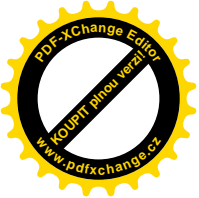
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1 Preamble

The Competence Center for Knowledge-Based Applications and Systems (Know-Center) is a K1 competence center within the meaning of the COMET Programme of the Austrian Federal Government (Austrian Ministry for Transport, Innovation and Technology - BMVIT and the Federal Ministry of Science, Research and Economy – BMWFW) and Styria. This program is described in the program document dated July 1, 2013 of the new Competence Centers Programme (COMET). This is a further concretization of the [REDACTED]

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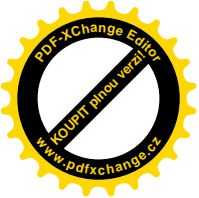
[REDACTED]. The objective of the FTE guidelines is the correct and transparent granting of subsidies under the framework conditions of the EU Community framework for state aids for research, development and innovation.

Also applicable are [REDACTED], which regulate the granting of support by Steirische Wirtschaftsförderungsgesellschaft mbH (SFG) and the "Memorandum of Understanding" of 4th July 2006 that forms the basis for co-operation between the Federal authorities and the Provinces.

It is hereby established that the fulfilment of the conditions stipulated in the present Agreement shall be the pre-requisite for the granting of public subsidies within the framework of the COMET Programme and by the State of Styria, represented by the SFG. These arrangements guarantee the intended use of the subsidies and shall be the conditions to secure the success of the project. In particular, the following documents shall be an integral part of this agreement:

- EU-Beihilfenrecht (Community Framework for state aid for research and development and innovation ([REDACTED])
- Guidelines for the Funding of Economic and Technical Research and Technology Development (FTE Guidelines¹), the Programme Document for the Competence Center Programme COMET of July 1, 2013 based on [REDACTED]
- Grant application (proposal) dated December 3, 2013
- the Center Plan adapted according to the funding recommendations
- the Funding Contract between Österreichische Forschungsförderungsgesellschaft mbH (FFG) and Know-Center GmbH *
- guide for K1 Centers under the COMET (competence Centers for Excellent Technologies) Programme, 3rd Call (valid from July 1, 2013)
- Guidelines for Handling the Project Costs for Fundin Requests and Reports (cost guidelines) version 1.4 *)
- Guidelines for the Styrian Economic Funding 2014-2020" ([REDACTED] as well as the Memorandum of Understanding of 4th July 2006

1 [REDACTED]



*) These documents are also available in English. The legally binding version is the German version.

In the context of the COMET Programme, based on the relevant guidelines and funding agreements, public funding organizations shall have the right to adjust the funding distribution in case of non-fulfillment of the obligations assumed under this Agreement and recall the funding that was already distributed. These arrangements shall be made in the specific funding agreements.

Public funding organization shall not assume any legal obligations under this Agreement but rather under the concluded bilateral funding contracts between the public funding bodies and the competence center.

In the present Agreement, the cooperation between all parties and the Center and the main processes and legal issues shall be regulated in principle. By signing the Agreement, the parties accept these rules. More detailed provisions concerning the respective cooperation shall be specified in bilateral / multilateral cooperation agreements and project agreements with the respective contracting partners.

2 Definitions

Agreement

The Agreement is a collective, written summary of the basic rules for cooperation within the Center, and shall be signed by Know-Center, on one hand, and the scientific partners and company partners, on the other hand. In particular, it shall address the rights and obligation of the contract partners, IPRs, liability regulations, organizational and decision-making processes, admission and dismissal of a partner, goals and reporting obligations.

Agreement partners

are be Know-Center GmbH and scientific partners and company partners that signed the Agreement and participate in the COMET K1-Center Programme.

Area

Area is a thematically and methodically restricted unit in the research program of a K1 Center. To each Area, a key researcher shall be assigned as the person in charge.

Contract research

is be the execution of research, developments, experiments, measurements and the like outside of the COMET K1-Programm.

Cash contributions

are cash benefits or cash contributions made by company partners and/or scientific partners.

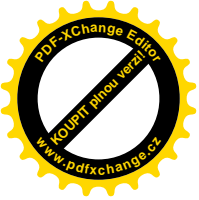
COMET area

is the research program of a K1 Center subsidized by the competence Center program in accordance with the present program document and funding guidelines that is reviewed by the funding organization.

Internal research

is the performance of research, developments, experiments, measurements and the like in the interest of the respective Agreement partner without the involvement of a third party.

R&D results



are all findings resulting from the projects of Know-Center, including inventions, regardless of whether they are stored, saved or embodied in any other way as records, descriptions, experimental designs, models, equipment, facilities or in any other form or whether they legally protected.

Research program

The research program developed based on joint industry/business and scientific objectives describes the field of activity for the entire K-Center and should have a clearly defined topic. It is divided into Areas (see definition "Area") and projects (see definition "Project").

In-kind contributions

are financial contributions in the form of non-cash and/or personnel services to the COMET K1-Programme by science and/or company partners.

Key researchers

are renowned researchers who, due to their advanced knowledge and standing, are in a position to essentially influence and further develop a research topic and program. They are primarily selected from the environment of the scientific partners (e.g., university professors).

Know-how

are the results or practical knowledge that are secret, substantial, identified and not subject to and not protected under commercial law

Existing Know-How

is know-how that already existed before the project started or developed in parallel during a project, which is necessary or beneficial for the present.

Non-K-Area

The Non-K area is separate from the COMET-funded research program. It includes those business activities of Know-Center, in which contract research and funded projects outside the COMET K1-Center are conducted in the various areas.

Use

is in particular using the results for research and teaching purposes, including modifying (in compliance with the privacy rights), except for the licensing and / or transfer of rights to the project results.

Use rights

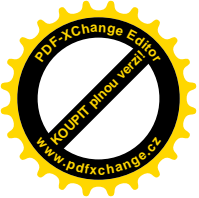
are rights to use of the results. If the results are under special legal protection (patent, trademark, design rights, copyrights), these are also rights of reproducing and modifying the results.

Partners

- **Associated Partners:** Associated partners can be university-related or non-university-related research facilities, companies and/or their personnel, who do not regularly provide services to the Center and are not Agreement Partners. The services are recorded under 'Third Party Costs'.
- **Scientific Partners:** include universities, universities of applied sciences and non-university research institutes.
- **Company Partners:** are companies that take part in COMET projects as partner.

Projects

- **Strategic Projects:** are projects related to strategic research and conducted within the COMET K1-program. These projects are exclusively performed by Know-Center GmbH and its scientific partners.



- **„single-firm“-Projects:** are cooperation projects conducted within the COMET K1-program that comprise only one company partner.
- **„multi-firm“ Projects:** are cooperation projects conducted within the COMET K1-program that consist of at least two company partners

Project partners

are all company and scientific partners participating in a project.

Property rights are rights that arise if, for example, the results are registered as a patent, utility model, protection certificate, plant variety right, semiconductor property right, brand or model locally and abroad.

Existing results (existing proprietary rights) are results that existed before the start of the project or were achieved in parallel during a project, which are necessary or beneficial for the present project.

New results (new proprietary rights) are project-related results established by one or several project partners and the Center together.

Subcontractors

Subcontractors are not partners in the sense of a K-center. They are not entitled to use project results and provide defined services for the Center that are listed in the project cost category under 'Third Party Costs'.

Scope of activity

The scope of activity of the participating project partners and of the Competence Center is measured according to the business areas of the partner and the Centre, which are defined based on product and service areas, customers and competitors.

Exploitation

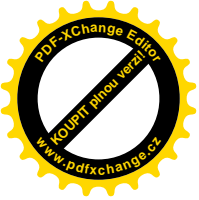
Exploitation of the results is the use, modification (in compliance with the privacy rights), licensing and partial or complete transfer of rights to the results.

Exploitation rights

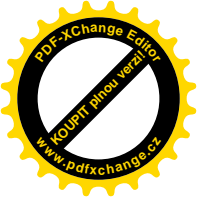
Are rights for the use of results, including the granting of licenses and disclosure of know-how to third parties.

3 Legal form, owners, partners and headquarters

- (1) The organization responsible for the Competence Center for Knowledge-Based Applications and Systems (Kompetenzzentrum für wissensbasierte Anwendungen und Systeme Forschungs- und Entwicklungs GmbH) (short name: **Know-Center GmbH**).
- (2) The owners of Know-Center are:
 - Technical University of Graz, [REDACTED] Graz, Austria (50 % of the ownership shares);
 - INFONOVA GmbH, [REDACTED] Unterpremstätten near Graz, Austria (20 % of the ownership shares);
 - Hyperwave GmbH, [REDACTED] Graz, Austria (20 % of the ownership shares);
 - JOANNEUM RESEARCH Forschungsgesellschaft mbH, [REDACTED] Graz, Austria (10 % of the ownership shares).
- (3) The headquarters of Know-Center [REDACTED] 8010 Graz.



- (4) The extension of the organizational structure shall be possible through the future involvement of scientific partners as well as through the involvement of industry partners.
- (5) **Scientific partners** are:
- **Fraunhofer IGD**, Fraunhoferstrasse 5, 64283 Darmstadt, Deutschland
 - **Technical University of Graz**, Rechbauerstraße 12, 8010 Graz, Austria,
represented by:
 - the Institute for Applied Information Processing and Communication Technology (IAIK),
 - the Institute for Computer Graphics and Knowledge Visualisation (ICG),
 - the Institute for Highway engineering and Transport Planning (ISV),
 - the Institute for Information Systems and Computer Media (IICM),
 - the Institute for Knowledge Discovery (ISD),
 - the Institute for Software Technology (IST) and the
 - the Institute for Knowledge Technologies (KTI);
 - **JOANNEUM RESEARCH** Forschungsgesellschaft mbH, Leonhardstraße 59, 8010 Graz, Austria
 - **Medical University of Graz**, represented by
 - the Institute of Pathology and
 - the Division of Plastic and Aesthetic and Reconstructive Surgery
 - **Tallinn University**, Narva mnt 25, 10120 Tallinn, Estland
 - **University of Graz**, Universitätsplatz 3, 8010 Graz, Austria, represented by
 - the Institute for Educational Psychology and
 - the Institute for Information Sciences;
 - **University of Vienna**, Universitätsring 1, 1010 Wien, represented by:
 - the Research Area Legal Informatics, Department for European, International and Comparative Law
 - **ZBW** – German Central Library for Commercial Sciences Leibniz – Information Center Commerce, Düsternbrooker Weg 120, 24105 Kiel, Germany.
- (6) **Industry partners** are:
- **APA-DeFacto** Datenbank & Contentmanagement GmbH, Laimgrubengasse 10, 1060 Vienna, Austria;
 - **ASFINAG** Maut Service GmbH, Alpenstrasse 99, 5020 Salzburg, Österreich
 - **AVL** List GmbH, Hans-List-Platz 1, 8020 Graz, Österreich
 - **Baxter** AG, Industriestrasse 67, 1221 Wien, Österreich
 - **Blanc-Noir** GmbH, Liebenauer Tangente 6, 8041 Graz, Österreich
 - **CDS** – Concept Data Systems, Systemanalyse und Softwareentwicklung GmbH, Franz-Riepl-Gasse 29, 8020 Graz, Österreich
 - **HTS** – Human.Technology Styria GmbH, Reininghausstrasse 13, 8010 Graz, Österreich
 - **Hyperwave** GmbH, Arche Noah 9/I, 8020 Graz, Österreich
 - **INFONOVA** GmbH, Seering 6, 8141 Unterpemstätten bei Graz, Österreich
 - **ISC** – Intelligence in Science SPRL, Rue de Trône, 4, 1000 Brüssel, Belgien
 - **ISN** – Innovation Service Network GmbH, Hugo-Wolf-Gasse 6a, 8010 Graz, Österreich



- **Knapp** AG, Günter-Knapp-Strasse 5-7, 8075 Hart bei Graz, Österreich
 - **Knowledge Fox** GmbH, Thurgasse 8, 1090 Wien, Österreich
 - **LexisNexis** Verlag ARD Orac GmbH & Co KG, Marxergasse 25, 1030 Wien, Österreich
 - **M&R Automation** GmbH, Teslastrasse 8, 8074 Grambach/Graz, Österreich
 - **m2n** - consulting and development gmbh, Marienstraße 10, 4020 Linz, Österreich
 - **MeisterLabs** GmbH, Werner-Eckert-Strasse 12, 81829 München, Deutschland
 - **Mendeley** Ltd., 144a Clerkenwell Road, London EC 1R 5DF, United Kingdom
 - **Netfiles** GmbH, Arche Noah 9/I, 8010 Graz, Österreich
 - **Onepoint** Software GmbH, Dr. Auner Strasse 22/4, 8074 Raaba, Österreich
 - **Pharmig** – Verband der pharmazeutischen Industrie Österreichs, Garnisonsgasse 4/6, 1090 Wien, Österreich
 - **RCPE** – Research Center Pharmaceutical Engineering GmbH, Inffeldgasse 13, 8010 Graz
 - **Siemens** AG Österreich, Eggenbergerstraße 31, 8021 Graz, Österreich
 - **SKF** GmbH, Gunnar-Wester-Str. 12, 97421 Schweinfurt, Deutschland
 - **Styria** Media Group AG, Schönaugasse 64, 8010 Graz, Österreich
 - **TDSP** – Technical Didatic Specialist Press, Via Motta 2b, 6850 Mendrisio, Schweiz
 - **TripRebel** GmbH, Armbruststrasse 18, 20257 Hamburg, Deutschland
 - **Unycom** GmbH, St. Peter-Gürtel 10, 8042 Graz, Österreich
 - **Wissenmedia** in der inmediaONE] GmbH, Avenwedder Str. 55, 33311 Gütersloh, Deutschland
- (7) The public sponsors of the Center are:
- the **BMVIT** and the **BMWWF**, represented by Österreichische Forschungsförderungsgesellschaft mbH (FFG), Sensengasse 1, 1090 Vienna
 - the **state of Styria**, represented by Steirische Wirtschaftsförderungsgesellschaft mbH (SFG), Nikolaiplatz 2, 8020 Graz.

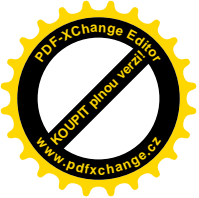
4 Strategic orientation of the Center

4.1 Vision, mission and objectives

Our vision is to establish an internationally renowned research center for data-driven business, which will serve as the first point of contact for questions about big data analytics, data management and data-driven business models of the Austrian economy and offer the relevant knowledge and services.

The strategic goals of the Center include:

- assisting Austrian companies with the planning, implementation and evaluation of data-driven business
- establishing a Big Data Lab that offers diverse analytic services to Austrian science and industry
- developing excellent training programs for data scientists
- software development and services for data-driven business and big data analytics



We perform our application-oriented research in clearly defined business areas, which directly affects the value chains of knowledge-based companies and research institutions. In particular, we focus here on the Data Value Chain in the application fields of **Mobility, Life Sciences and Science 2.0**.

4.2 Research program

Big data are generally considered to be a quantitative phenomenon and are approached with strong technological focus. At Know-Center, we extend the perspective further and view data-driven business as a cognitive computing challenge. Our scientific goal is to combine methods of analyzing large amounts of data with human-centered approaches. This will allow users to rationally use massive amounts of data and make better decisions.

We have four Areas of research:

- **Knowledge Discovery** represents the perspective of data and content
- **Social Computing** provides input from the perspective of (social) networks
- **Ubiquitous Personal Computing** addresses the perspective of the individual
- **Knowledge Visualization** studies visual methods of displaying large amounts of data

We conduct our research projects together with our partners from industry and academia. Individual projects are interconnected via broad research questions and joint research milestones. Within the framework of industrial projects, we strive to complete all projects using a multi-firm model and intend to allocate less than 20% of the overall budget to single-firm projects. We invest about 30% of the total budget into our strategic projects. We evaluate and manage our strategic research program via the Key Performance Indicators described in Center Plan, as well as via constant benchmarking with comparable institutions.

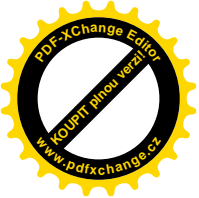
For more details, please refer the Center Plan.

5 Legal provisions

5.1 Partners' rights and obligations

5.1.1 Rights and obligations of the scientific partners and corporate partners

- (1) The legal basis shall be the Agreement and the cooperation agreements to be concluded by and between the individual scientific partners and corporate partners on the one part and Know-Center GmbH on the other part. The cooperation agreements relate to the projects defined in the application and their sub-division into partial projects (research projects).
- (2) The cooperation agreements shall include, in particular, project outlines covering the project objectives and provisions on project management, financing, early withdrawal of partners, new partners joining, confidentiality of data and information provided, data protection, use of know-how and facilities, questions of exclusivity, duty to inform, provisions governing the publication of research findings, the reclamation of public subsidies, liability provisions, etc.



- (3) Obligations resulting from the funding agreements concluded between Know-Center GmbH and the funding entities and relating to the scientific partners and corporate partners shall be imposed upon the latter by means of the cooperation agreements.

5.1.2 Rights and obligations of the managing entity of the Center

Know-Center GmbH shall be in charge of

- (1) project management and communication with funding entities and the partners of the center;
- (2) auditing the reports and accounting of all partners on the basis of data and information notified and provided by the partners;
- (3) confirming to the FFG that
 - the costs billed are relevant for the project, i.e., clearly attributable to the project,
 - the project complies with the approval in terms of costs and contents or that modifications were announced in due time,
 - accounting and reporting are complete.

5.1.3 Rights and obligations of the owners / shareholders

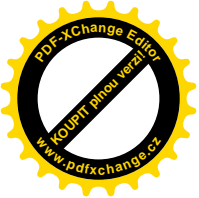
The shareholders' rights and obligations shall be based on the Partnership Agreement of Know-Center GmbH of 14 May 2008.

5.1.4 Legal framework and requirements

- (1) The contracting parties explicitly agree to comply with the legal provisions stated in the Preamble and to submit to the sponsoring conditions of the funding entities. In addition to that, reference is made to the provisions of items 10 and 11 of the Agreement. Know-Center GmbH and its partners also agree to observe and comply with all relevant national legal provisions and regulations of EU law applicable in Austria.
- (2) If the University is involved in a project, the relevant provisions of the University Act 2002 are to be observed. The incorporation of the item "Funding of university tasks" in the Partnership Agreement of Know-Center GmbH demonstrates that the involvement is in line with and conforming to the University Act 2002.
- (3) In the event that resources and infrastructure of a university are used, Know-Center GmbH and the respective university shall conclude customary usage agreements.
- (4) Blanket clause: Know-Center GmbH will in its entire business activity abide by all relevant legal provisions, in particular the provisions on data protection under the Data Protection Act 2000 (as amended), equality and contract awarding.

5.1.5 Non-disclosure

- (1) The contracting parties shall not, during or after the termination of the contractual relationship, utilize or disclose to third parties any business and trade secrets of the other contracting parties that they are entrusted with or that become known to them as such in the course of cooperation.
- (2) Any internal information and data provided by a project partner (Know-Center GmbH, industry partner or scientific partner) may only be used by the parties involved in the project in the framework of the projects carried out at Know-Center GmbH. No utilization and disclosure beyond that shall be permitted during the project term or after conclusion of the respective project.



- (3) Know-Center GmbH shall use any technical information, in particular intentions, experience or findings that become accessible in the course of the contractual cooperation at the partner companies or scientific partners or are obtained from a partner company or scientific partner solely in the framework of the cooperation and shall keep such information confidential also after the termination of the contractual cooperation for a period of three years and shall not disclose it to third parties without the prior written approval of the partner company or scientific partner.

This confidentiality obligation shall not apply to information for which it is demonstrated that

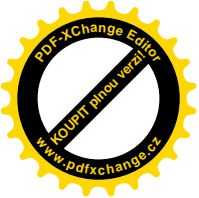
- a) it was known to Know-Center GmbH before the start of a cooperation project with the partner companies and scientific partners,
 - b) it was lawfully obtained by Know-Center GmbH from third parties,
 - c) it was in the public domain at the time it was disclosed to Know-Center GmbH or becomes generally known later without any violation of the obligations of this Agreement,
 - d) it is to be made accessible to authorities based on legal provisions, or
 - e) its disclosure has been approved by the disclosing party in writing.
- (4) The provisions of par. 3 shall apply mutatis mutandis for partner companies and scientific partners.
 - (5) The contracting parties will ensure that the respective documents and information shall only be disclosed to those members of staff who need to know them in the framework of the cooperation. The contracting parties will bind these members of staff to secrecy.
 - (6) The non-disclosure obligation of item 5 of this Agreement shall also extend to a period of three years after the end of the contractual cooperation. Confidential information and knowledge must not be made accessible to third parties without the prior written approval of the partner(s).
 - (7) The provisions of par. 5.3.2 on the publication of scientific findings shall not be affected thereby.
 - (8) These non-disclosure provisions do not constitute a reason to refuse the provision of information to funding entities; they do not release the contracting parties from the reporting, disclosure and information obligations specified in the funding agreements.

5.1.6 Declaration under Data Protection Law

- (1) The corporate partners and scientific partners declare their explicit written approval under Data Protection Law that information relating to the present Agreement, the funding and the management of the cooperation that is the subject matter of the Agreement may be disclosed to third parties entrusted with the respective tasks.
- (2) Such third parties entrusted with respective tasks are Österreichische Forschungsförderungsgesellschaft mbH (FFG), the Austrian Federal Ministry for Transport, Innovation and Technology (BMVIT), the Federal Ministry of Science, Research and Economy (BMWFW), the Federal Ministry of Finance (BMF), the regional offices of the Court of Auditors, bodies of the European Communities, the Contact Committee for the Coordination of Financing and Funding Entities at the Federal Chancellery, other sponsoring entities and all third parties involved by the sponsors for the purpose of performing the necessary economic and scientific analyses.

5.1.7 Information obligation

- (1) The parties to the Agreement (corporate partners, scientific partners and Know-Center GmbH) are subject to extensive information and disclosure obligations that are specified in



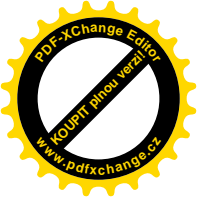
detail in the funding agreements. These information and disclosure obligations of the parties to the Agreement also exist vis-à-vis the Court of Auditors and the bodies of the European Communities in charge.

- (2) The keeping of business and trade secrets of the partners in the fields of science and economy shall not constitute a reason to refuse the disclosure of information to the sponsors, unless the partner can demonstrate that the data are of a confidential operational nature and irrelevant for the evaluation or any other examination.
- (3) The funding entities have agreed in the funding agreements to keep information relating to business and trade secrets of the partners confidential and to bind third parties to whom they are allowed to disclose such information to confidentiality.
- (4) The funding agreements also include the obligation of making the incentive effect transparent in the funding of large enterprises ("incentive to undertake research beyond the current activities"). The respective information shall be provided by the companies affected.

5.2 Rules for the cooperation and the termination of cooperation

5.2.1 Cooperation with corporate partners and scientific partners

- (1) The projects and partial projects to be carried out in line with the business plan (compare par. 6.2.1) shall be agreed in the cooperation agreements between the corporate partners and Know-Center GmbH. Know-Center GmbH performs the research and development work according to the business plan.
- (2) The scientific partners shall also conclude cooperation agreements with Know-Center GmbH covering the cooperation in the research program and the other scientific projects as also the contribution and utilization of resources and the respective compensation.
- (3) The progress of the project is to be evaluated if the targeted milestones are not reached or the budgeted costs exceeded.
- (4) Know-Center GmbH shall perform additional scientific work relating to the projects planned with the partners as well as strategic fundamental research beyond the contractually agreed scope of cooperation and will do so with public subsidies and, if applicable, in cooperation with the scientific and corporate partners.
- (5) Know-Center GmbH reserves the right to carry out unsubsidized projects of any kind.
- (6) Know-Center GmbH is a K1 Center, and in the framework of the K1-COMET program of the FFG it manages long-term research projects with a distinctive fundamental research character at the site(s) of Know-Center GmbH comprehensively and with direct responsibility for its clients. Know-Center GmbH shall apply for the annual research bonus in the course of its annual financial statements for all project-relevant benefits and costs (cash and in-kind) that relate directly to the respective K1 research projects. The parties to the Agreement agree that the corporate partners waive the claim of a research bonus under Sec. 108c Income Tax Act for research orders placed with Know-Center GmbH. Deviations from this general rule shall only in exceptional cases be allowed and specified in advance in writing in the respective cooperative project agreement (cooperation agreement) about the K1 project; any such deviations need to be substantiated.
- (7) Neither Know-Center GmbH nor a scientific partner nor an industry partner shall act as the representative of the other project partners.
- (8) The requirement applies for activities funded by COMET K1 to refrain from seeking any other subsidies; the partners must therefore not claim any other public subsidies for the amount to be paid to Know-Center GmbH, and any violation of this prohibition of double



subsidies will entail the obligation to pay back the additional subsidy. Know-Center GmbH must also refrain from claiming additional subsidies for the activities sponsored in the COMET K1 Centers.

- (9) The project cost contributions of the corporate partners shall be transferred in quarterly amounts to the account specified by Know-Center GmbH in advance, i.e. on 1 January, 1 April, 1 July and 1 October.

5.2.2 Termination of cooperation

Early termination of a project by mutual agreement

- (1) A project is terminated if the chances for successful completion are incommensurate with the costs to be expected or if one or several project partners who make a major contribution to the project withdraw(s) from the project. In such a case, Know-Center GmbH will try to arrange that another existing project partner takes over the tasks of the retiring project partner, if possible. If this is not possible, Know-Center GmbH will try to find a new project partner. Should this not be possible either and the project is to be discontinued, Know-Center GmbH, the area manager, the corporate partners involved in the project and the scientific partners will consider alternative project proposals and take a decision.
- (2) The milestones defined for the projects are to be seen as predetermined breaking points for any termination of a project.
- (3) If Know-Center GmbH and the project partners are unable to agree on the termination or continuation of the project the Supervisory Board/Strategy Board shall take the final decision.

Early termination of a project by Know-Center GmbH

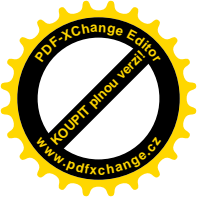
- (4) Know-Center GmbH is entitled to terminate the cooperation with a corporate partner or scientific partner in the framework of the respective cooperation agreement for good reason with immediate effect. Good cause shall in particular mean the case where a funding entity discontinues its subsidies and/or demands the repayment of subsidies.

Early termination of a project by a corporate partner

- (5) The corporate partners are entitled to terminate their contribution to a project with effect on 30 June or 31 December observing a period of notice of six months.

Consequences of early project termination

- (6) In the event of an early termination of a project, Know-Center GmbH will submit the R&D findings of the milestones reached by the time of termination to the project partners as soon as possible.
- (7) When a project is thus terminated those contributions of the partners which have already been consumed will not be paid back. Contributions not yet used or invested in research are to be paid back unless an alternative (substitute) project is carried out. In the event of project termination, the partners will make every effort to carry out such an alternative (substitute) project (cf. par 1).
- (8) The funds becoming available due to the termination of a project (financial contributions from public subsidies) are to be used for a project that is to be newly defined and the content of which is related to the discontinued project, if possible. Know-Center GmbH, after having heard the remaining corporate partners and scientific partners, will decide on the use of the funds becoming available.



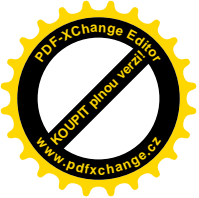
- (9) The project results generated by the time the project is discontinued are subject to the licenses and rights specified for the respective project gates in the cooperation agreement.

5.2.3 Other contracting parties joining

- (1) The contracting parties agree that additional parties may enter into the Agreement at a later point, especially in cases where a corporate partner withdraws or where the project volume agreed with a corporate partner is cancelled (cf. item 5.2.4 par 8). The proposal for accepting a new partner shall be made by the Management of Know-Center GmbH. The decision about the acceptance of a new partner is subject to approval by the Program Board that shall take a simple-majority decision. The acceptance of a new partner shall also be subject to approval by the Supervisory Board/Strategy Board (cf. 6.1.6).
- (2) When accepting a new partner, the contracting parties will work towards giving this new partner the opportunity to be represented on the partner bodies of Know-Center GmbH in the same manner in which this is stipulated for the other contracting parties.

5.2.4 Termination, exclusion, withdrawal

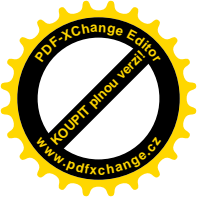
- (1) Each contracting party may terminate the Agreement with effect on 31 December of a year by observing a period of notice of six months. Notice shall be sent by registered mail. Termination shall be deemed validly served when delivered to the headquarters of Know-Center GmbH on behalf of all other contracting parties. Know-Center GmbH shall inform the Program Committee of the termination within eight weeks. In addition, Know-Center GmbH shall inform the other partners of the termination within three months (e.g. by e-mail).
- (2) The termination of the Agreement by a contracting party means the automatic termination of the bilateral cooperation agreement between the party and Know-Center GmbH at the conditions specified in the cooperation agreement. The agreements of Know-Center GmbH with the other parties to the Agreement shall remain unaffected by the termination.
- (3) If a corporate partner terminates the Agreement, the reimbursement of funds contributed to the center of competence shall be excluded if and when the project is not automatically discontinued. In the event of a termination of the project, funds not yet spent on research are to be reimbursed (see item 5.2.2. (5)).
- (4) Know-Center GmbH, represented by its Management, is entitled to exclude a corporate partner or scientific partner for good cause after consultation and in agreement with the owners. Good cause shall mean in particular:
 - The contracting party has repeatedly or seriously violated provisions of this Agreement, the cooperation agreement or the legal provisions that form the basis of the present Agreement and the cooperation agreements (see list in the Preamble); or
 - The contracting party does not fulfil its financial obligations in due time and/or claims back any contributions made without legal cause; or
 - The contracting party causes an important reason that entails the discontinuance of the subsidy provided to Know-Center GmbH by public funding entities or the reclamation of such a subsidy.
- (5) If any of the above reasons occurs, Know-Center GmbH will grant an appropriate period of grace of four weeks minimum to the contracting party to remedy the violation. If the grace period lapses without success, the Management of Know-Center GmbH shall be entitled to exclude the respective contracting party (corporate partner or scientific partner) with immediate effect.
- (6) In the event of a justified exclusion, financial obligations entered vis-à-vis Know-Center GmbH shall continue to apply for the current project year.



- (7) In the event of exclusion, termination or withdrawal of a corporate partner or scientific partner, the Agreement shall remain in effect for the other contracting parties.
- (8) If a partner company retires and/or the project volume agreed with a partner company is cancelled, Know-Center GmbH shall be entitled to invite interested companies to enter into the agreement as appropriate - always protecting the balance of the partnership structure - and to conclude the corresponding cooperation agreements.
- (9) Unless otherwise agreed, the mutual obligations resulting from the Agreement and the cooperation agreements that remain in effect after termination (in particular non-disclosure obligations, IPRs, obligations with regard to publications, etc.) shall remain in effect irrespective of the termination, exclusion or withdrawal.

5.2.5 Discontinuation of funds

- (1) Know-Center GmbH, represented by its Management, shall be entitled and, if requested by public funding entities, obliged to discontinue and/or suspend the allocation of subsidies to individual research projects of the Know-Center if any of the following occurs:
 - A corporate partner or scientific partner verifiably violates provisions of the Agreement or the respective cooperation agreement;
 - A corporate partner or scientific partner has provided wrong or incomplete information to Know-Center GmbH and/or bodies or representatives of the funding entity about material circumstances and conditions, unless the partner is able to prove that he was not at fault;
 - A corporate partner or scientific partner does not comply with requirements or conditions of the funding entity that secure the success of the project;
 - The economic situation of a corporate partner or scientific partner deteriorates significantly during the term of the subsidy, posing a serious threat for the implementation of the project;
 - Restructuring/bankruptcy proceedings are initiated against the assets of a corporate partner or scientific partner during the term of the subsidy, or bankruptcy proceedings are refused for lack of funds, or the operation is terminated within this period in parts or in full, and not only temporarily;
 - A corporate partner or scientific partner does not meet its information and reporting duties despite an appropriate period of grace;
 - A corporate partner or scientific partner hinders or prevents audits/inspections by the funding entities;
 - A corporate partner or scientific partner fails to report serious circumstances immediately that may endanger the objective of the subsidy and in particular the successful implementation of the project;
 - A corporate partner or scientific partner revokes in writing its explicit written approval of the transfer of data under the Data Protection Act;
 - A corporate partner or scientific partner jeopardizes the trusting cooperation between the funding entities and Know-Center GmbH through any other conduct;
 - The corporate partner or scientific partner claims additional subsidies for the work in hand in the framework of the work subsidized under COMET (double subsidy);
 - Bodies of the European Communities demand the repayment of the subsidy;
 - Other events and circumstances occur that pose a sustained threat to achieving the subsidized purpose, in particular if the framework conditions specified in the Agreement are no longer guaranteed;



- Another important cause entitles the funding entities under civil law to withdraw from the funding agreements.
- (2) A violation of the provisions above may in serious cases lead to the public funding entities demanding from the Know-Center the repayment of the public subsidies. Know-Center GmbH shall in these cases be entitled to claim damages from the parties whose fault is the cause of the reclamation. Any damage claim of Know-Center GmbH against the partner at fault will be limited to the amount of the subsidy for the project volume concerned plus the interest claimed by the funding entity.

5.3 Rights to results/Intellectual property rights (IPR)

5.3.1 General

- (1) Know-Center GmbH is obligated to make results achieved available to the Austrian economy for commercial utilization as envisaged by the program. The Center shall ensure that results achieved are maintained and remain available in the Center at all times to the extent required as a common knowledge base.
- (2) Ownership, use and exploitation of the results of a project shall be governed by the respective provisions of the Agreement or project agreement.
- (3) The project partners and Know-Center GmbH shall in any case procure and make every effort and conclude written agreements to ensure that they can use inventions and other intellectual property rights (in particular copyrights) made and/or developed by employees, colleagues, agents or third-party contractors without limitation.
- (4) New partners joining the center of competence and/or partners retiring from the center of competence have no rights to results created before their joining or after their withdrawal.

5.3.2 Rights acquired before the start of the project (previous property rights)

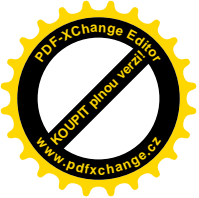
- (1) If the parties to the Agreement own research and development results (in particular know-how, business and trade secrets or intellectual property rights) that existed already before the project was started and that are necessary or expedient for processing the research project, the parties are called upon to contribute them to the project.
- (2) Previous R&D results shall on principle remain the property of the party contributing the R&D result.
- (3) Previous R&D results shall be listed in the cooperation agreements for the project concluded between Know-Center GmbH and the project partners. In addition, the cooperation agreements specify which project partners have access to the previous RD& results for the term of the project and which rights of use are agreed.
- (4) In addition, the cooperation agreements shall also specify which project partners will have access to the previous RD& results after the end of the project term and which rights of use are agreed. An appropriate compensation (e.g. license fee) shall be agreed for any use after the end of the project.

5.3.3 Newly created property rights (new property rights), use and exploitation

Depending on the area in which property rights have been created in a project, the following provisions shall apply for the various project categories:

Strategic projects:

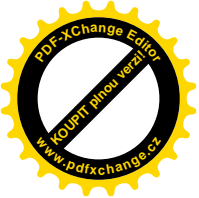
- (1) R&D results generated in strategic projects and any associated rights of ownership, use and exploitation are due in full to Know-Center GmbH.



- (2) In addition to this, R&D results generated in strategic projects and the associated rights of ownership, use and exploitation shall be due to the scientific partners involved in the project in proportion to their contributions made in producing the results.
- (3) If a project is terminated early, the R&D results generated by the time of termination and the associated rights of ownership, use and exploitation shall be due in full to Know-Center GmbH and to the scientific partners in proportion to their contributions made in producing the results (for inventions according to the inventor share).
- (4) If a scientific partner withdraws from a project early, the R&D results generated by the time of termination and the associated rights of ownership, use and exploitation shall be fully available to Know-Center GmbH and to the scientific partners in proportion to their contributions made in producing the results before the withdrawal (for inventions according to the inventor share).
- (5) Know Center GmbH has a pre-emptive right with regard to the rights (partial rights) of the scientific partners.
- (6) All project partners have free, non-exclusive rights of use unlimited in terms of time in the results of the respective strategic project.
- (7) If Know-Center GmbH registers an industrial property right for results of strategic projects, or if such an industrial property right is granted, the unlimited right of use and exploitation shall be with Know-Center GmbH; the scientific partners involved shall have a pro rata right of use and exploitation corresponding to their contribution to the result. Know-Center GmbH may grant the right to utilize the results based on a contractual agreement (license agreement) against payment of appropriate license fees unless predominant personal interests of the individual partners prevail. The amount of the license fee shall be agreed for each individual case, and the scientific partners who contributed to the result shall receive a share in the net proceeds corresponding to their share as inventors.
- (8) If a scientific partner involved in the project decides against the registration of property rights, Know-Center GmbH may pursue such registration at its own expense. If Know-Center GmbH decides against the registration of property rights, a scientific partner involved in the project may pursue such registration at its own expense.

Multi-firm and/or single-firm projects (corporate projects):

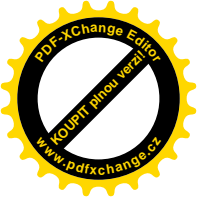
- (1) Unless otherwise stipulated in the agreement, Know-Center GmbH is fully entitled to the results generated in multi-firm or single-firm projects and the associated rights of ownership, use and exploitation.
- (2) Know-Center GmbH and all scientific partners involved in the project shall always have free, non-exclusive rights of use that are unlimited in terms of time with regard to methodological results generated in multi-firm or single-form projects (e.g. working techniques, methods, their sequence and integration) to use them in other research and development in the framework of their own or contract research.
- (3) The fields of interests of all project partners involved are defined for each project in the cooperation agreements.
- (4) The cooperation agreements specify the form in which Know-Center GmbH grants a free (consideration based), (non-)exclusive, (non-)transferable, (non-)sublicensable right unlimited in terms of time to all project partners involved for the use and/or exploitation of the results.
- (5) If the fields of interest overlap, the project partners shall agree in advance on the type and scope of the respective rights of use and rights of exploitation, if any, on an individual basis and specify these in writing in the respective cooperation agreement.
- (6) The right of use and exploitation of Know-Center GmbH within the field of interest of the project partners may be limited to the use of the results of the project for own research and contract research of Know-Center GmbH.



- (7) Outside the fields of interest defined in the project agreements, Know-Center GmbH shall have an unlimited and free right of use and exploitation, unlimited in terms of time, of the results in its discretion.
- (8) The project partners may use R&D results outside the defined fields of interest free of charge in own (in-house) projects and in projects carried out with associated companies.
- (9) Know Center GmbH and the partners that are not involved in the project may acquire the rights of use at preferential conditions, with the modalities of the granting of rights to be agreed by the partners concerned on a case-by-case basis.
- (10) Know-Center GmbH is entitled to grant rights of use and utilization to third parties on customary terms.
- (11) If an industrial property right is applied for or granted with respect to project results, an appropriate compensation shall be paid to the other partners involved.
- (12) If a partner involved in a project decides against the registration of property rights for project results, Know-Center GmbH may pursue such registration at its own expense.

5.3.4 Publications and scientific use

- (1) The project partners shall in any case be entitled to publish results and findings to the extent the respective work has been carried out by the project partners themselves and the publication does not anticipate an invention or violate any confidentiality interests.
- (2) Results of fundamental research and the outcome of strategic projects may be published any time by Know-Center GmbH and the scientific partners and such publication need neither be coordinated with the other project partners in advance, nor approved by them.
- (5) The research and development results and findings of single-firm or multi-firm projects are on principle published jointly with the project partners involved. If the project partners do not wish to participate in the publication,
 - a) Know-Center GmbH and/or the scientific staff involved are entitled to publish basic scientific-technical statements to the extent they do not affect any sensitive interests of the project partners involved worthy of protection; and
 - b) Know-Center GmbH will obtain the approval of the project partners involved. The approval of any intended publication may only be refused by the project partners for good cause. The decision on the application shall be taken within 14 days of the request for approval. If the application is not refused approval shall be considered granted.
- (6) All publications are available to the corporate partners and scientific partners for non-exclusive, unlimited use.
- (7) All publications need to state that the work was performed within the COMET program and publicly funded. The public funding entities are to be listed, as also Österreichische Forschungsförderungsgesellschaft FFG and the Province of Styria. This reference requirement applies in particular to publications in print media, electronic media and to presentations in the form of posters at conference and to lectures.
- (8) Any partner employing student assistants shall inform the contracting parties about the students' papers that must be published before such students take up their work in the project. Student assistants are to be informed that those papers that must be published are to be written in such a way that no trade secrets and/or other confidential information are disclosed. The partners concerned may demand an embargo for the papers that must be published for the duration of a certain period within the options granted by law.



5.4 Title to investments made

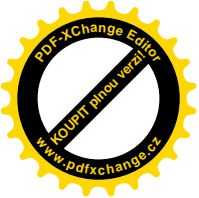
Investments made by Know-Center GmbH in material resources, equipment etc. are the property of Know-Center GmbH. They shall be used for several projects – to the extent possible.

5.5 Liability

- (1) Know-Center GmbH shall be liable for compliance with legal provision and official requirements in its sphere of action. It shall not be liable for damage resulting from a budget-related delayed payment of public subsidies.
- (2) The project partners involved in the execution of projects covenant to each other to perform the research and development work as defined in type, content and scope in the cooperation agreements and in line with the state of the art in science and technology at the time the work is performed, and they assure that they will fulfil the international standards for comparable research projects.
- (3) It is explicitly agreed that no warranty is granted concerning the achievement of specific research objectives and R&D results. If a project is discontinued because the objectives and results expected for it are not reached, consumed contributions from partner companies and scientific partners will not be paid back; neither will subsidies consumed be paid back.
- (4) Know-Center GmbH, the corporate partners and the scientific partners will not assume any liability for damages incurred in connection with the use of R&D results by another contracting party. It is further agreed that solely the contracting party responsible for that particular use made of R&D results shall be liable for damages incurred by a third party.
- (5) If the liability of a contracting party is excluded or limited, this shall also apply for the personal liability of the employees, representatives or agents of the respective contracting party.
- (6) If a corporate partner or scientific partner makes damage claims against Know-Center GmbH, the liability of Know-Center GmbH shall be limited to a maximum of 20% of the claimant corporate or scientific partner's funding share in the respective project. The liability of Know-Center GmbH for lost profit is in any case excluded due to the uncertain exploitation outcome of R&D projects.
- (7) Any further claims of a corporate or scientific partner vis-à-vis Know-Center GmbH shall be excluded irrespective of the legal grounds, in particular any claims for compensation of damages that did not arise in the result itself. Know-Center GmbH shall, in particular, not be liable for any other property damage of the corporate partner.
- (8) The corporate partners and scientific partners are not liable to each other for any conduct of the other party, nor for lost profit of Know-Center GmbH.
- (9) Any liability of the funding entities is excluded.

5.6 Warranty

- (1) Know-Center GmbH performs research and development work as defined in type, content and scope in the cooperation agreements and in line with the state of the art in science and technology at the time the work is performed, and guarantees that it will fulfil the international standards for comparable research projects.



- (2) Know-Center GmbH does not guarantee the achievement of specific research objectives and results.
- (3) Given the R&D character of the projects, Know-Center GmbH does not grant any warranty for the possibility of commercial utilization of the results.

5.7 Subcontracting

- (1) Know-Center GmbH is entitled to place subcontracts to fulfil its obligations under the present Agreement. In the event of subcontracting, Know-Center GmbH shall bind the subcontractor to the confidentiality provisions of item 5.1.1 who must in turn bind his employees to the same confidentiality obligation.
- (2) It is not permissible under the COMET program to subcontract companies which are also and the same time parties to this Agreement. The procurement of services from scientific partners beyond the agreed in-kind contribution is permitted (see guideline of FFG, page 15, item 7.1 par. 2).

6 Organization and Management

6.1 Internal organizational structures of Know-Center

Board of Directors of the Center

A Managing Director (CEO) shall supervise the Center's operations and administration. The Managing Director (CEO) shall be assisted by a Board of Directors, which shall report directly to him/her. The Board of Directors shall consist of a Director of Science & Strategy (CSO), a Director of Finance & Administration (CFO) and a Director of Business & Markets (CBO).

The General Assembly shall appoint and dismiss the Board of Directors, as well as for granting and revocation of the power of procuration.

The Managing Director (CEO) shall appoint and dismiss the members of the Board of Directors, i.e., the Director Science & Strategy (CSO), the Director of Finance & Administration (CFO) and the Director of Business & Markets (CBO).

Public Relation & Dissemination und Administration

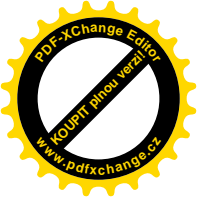
The Board of Directors shall be assisted by the Public Relations & Dissemination team and the Administration team. Moreover, the said two teams shall work closely with the Area Managers to coordinate strategic development, including reporting on completed projects, with project managers and business managers.

Area Managers

According to the research program, the Center shall have four research areas: Knowledge Discovery, Social Computing, Ubiquitous Personal Computing and Knowledge Visualization. Each area shall have an Area Manager who is assisted by a Deputy Area Manager.

Business Unit "Business Development & Account Board of Directors"

This business unit shall focus on the commercial orientation, all "for-profit" collaborations of Know-Center and the acquisition of recovery-oriented funded projects (e.g., BRIDGE, etc.).



Business Unit “Services, Development & Maintenance”

In addition to the four Areas, the Center shall have an additional team of highly skilled software developers and software architects, who shall be responsible for the development of software frameworks, software development, system integration, maintenance and support, maintenance and enhancement of the system based on research results, the development of SaaS services and similar tasks.

Key Researcher

Key researchers shall assist the Area Managers with the scientific orientation of their Areas. Know-Center shall have both internal and external key researchers. Internal key researchers shall be at the postdoctoral level and pursuing habilitation. External key researchers shall be professors at academic partner institutions with a top scientific reputation in their field. These key researchers shall provide support to the Center with regard to scientific and strategic issues and advise on the implementation of the research program, the acquisition of projects and the research and publication strategy.

The key researchers shall be appointed and dismissed by the Board of Directors in coordination with the Supervisory Board (Strategy Board).

Project Managers

Each project shall be assigned to a Project Manager who shall be responsible for managing the project by virtue of his/her technical and organizational capabilities. In close cooperation with the respective Area Managers, scientific partners and business partners and key researchers, the Project Manager shall coordinate work on the project to achieve the project's goals using the assigned resources.

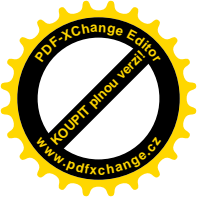
6.2 Other organs und committees

General Assembly

The rights and obligations of the General Assembly of Know-Center GmbH result from the Memorandum of Association and the Limited Liability Company Act in its current version.

Strategy Board / Supervisory Board

- 1) As prescribed by the COMET Program, the Supervisory Board of Know-Center GmbH shall at the same time act as the Strategy Board. In this role, it shall be responsible for ensuring a successful development of Know-Center. In addition, this dual function as a Supervisory Board and a Strategy Board shall eliminate communication barriers and guarantee the efficient execution of tasks without creating an additional structure.
- (2) The Supervisory Board / Strategy Board shall be composed of at least three natural persons elected by the owners, of which one person shall be nominated by the State of Styria.
- (3) Although no permanent members shall be appointed to the Supervisory Board / Strategy Board by the FFG, the FFG shall be authorized to participate in the meetings via a representative.
- (4) All supervisory duties of the Supervisory Board / Strategy Board of Know-Center GmbH shall be regulated by the Limited Liability Company Act, the Memorandum of Association and Rules of Procedure of the Supervisory Board in the current version.
- (5) In addition, in its function as a Strategy Board, the Supervisory Board shall have the following tasks:



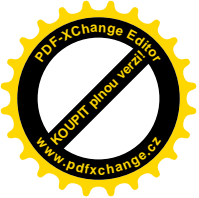
- approving new research projects or changes to research projects based on recommendations of the Program Committee / Program Board
- developing and implementing Know-Center's strategy based on recommendations of the Program Committee / Board Program
- pursuing the strategic objectives of the Center, especially in terms of developing its excellence, international visibility and unique features, as well as international networking
- assisting with technology transfer and commercialization based on recommendations of the Program Committee / Program Board
- accepting and dismissing industry and scientific partners based on recommendations of the Program Committee / Board Program
- resolving conflicts of interest between the Board of Directors and owners
- establishing the Scientific Committee / Scientific Advisory Board.

Program Committee

- (1) The Program Committee shall be an organ through which all industry and scientific partners can actively contribute to the strategy of the research program and technology transfer to industry.
- (2) Each industry and scientific partner shall appoint a representative to the Program Committee. The Chair shall be an internationally renowned individual.
- (3) If required, the Chair of the program committee may be invited to Supervisory / Strategy Board meetings as a non-voting participant.
- (4) The duties of the Program Committee shall include:
 - participating in the strategy development, including internationalization activities
 - jointly developing the annual research program and business plan
 - issuing recommendations on the transfer of technology and commercialization of project results
 - recommending topics for collaborative research projects
 - providing recommendations concerning the composition of the Scientific Advisory Board.
- (5) The Program Committee shall convene at least once a year and may take place via a videoconferencing system.
- (6) The Program Committee Chair or in his/her absence his/her Deputy shall call the Program Committee's meetings. A notification indicating the time, place and agenda shall be transmitted via email at least two weeks before the meeting date. The Chair or in his/her absence his/her Deputy shall preside over the meetings. A meeting may also be called by the Board of Directors.

Program Board

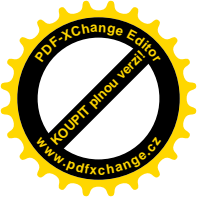
- (1) From among its members, the Program Committee shall nominate a Program Board with a maximum of seven members supervised by the Science Director / Director of Science & Strategy (CSO) of the Center.



- (2) The Program Board shall consist of the Science Director / the Director of Science & Strategy (CSO) as a Chair, three representatives of scientific partners and three representatives of industry partners.
- (3) Decisions of the Program Board shall be made by simple majority vote. The quorum of at least half of the members shall be present. Issuing a power of attorney to another member of the Program Board shall be possible. In the event of equal amount of votes, the Chair's vote shall be decisive.
- (4) In addition, experts may be called in consultation with the Board of Directors.
- (5) The duties of the Program Board shall in particular include making recommendations and submitting proposals to the Supervisory Board / Strategy Board with regard to the following:
 - issuing the semi-annual progress reports.
 - jointly deciding on the acceptance or dismissal of scientific and industry partners.
 - finding a solution in the event of a conflict between the project partners
- (6) The Program Board shall report directly to the Supervisory Board / Strategy Board.
- (7) The Program Board shall report to the Program Committee.
- (8) The Program Board shall convene at least twice a year and may take place via a videoconferencing system.
- (9) The Program Board meetings shall be called by the Science Director / the Director of Science & Strategy. A notification indicating the time, place and agenda shall be transmitted via email at least 14 days before the meeting date. The Science Director / Director of Science & Strategy or in his/her absence the most senior member of the Program Board shall preside over the meetings. A meeting may also be called by the Board of Directors.
- (10) In addition, the Program Board can make a decision via a circular resolution. The call for decision shall be made via email that states details of the matter in question and additional information (e.g., progress report). 14 days after transmitting the call for decision, all received votes shall be calculated and the missing responses shall be deemed in favor of the decision. The members of the Program Board shall be informed of the voting outcome by the Chair via email.

Scientific Advisory Board

- (1) An international Scientific Advisory Board shall advise Know-Center GmbH on strategic planning of research activities in close cooperation with the Program Board and the Board of Directors of the Center. The Scientific Committee shall be composed of internationally renowned scientists.
- (2) The international Scientific Advisory Board (SAB) shall be appointed by the Supervisory Board / Strategy Board upon recommendation of the Science Director / Director of Science & Strategy.
- (3) The SAB shall consist of at least seven and at most ten people, who have many years of relevant experience in the field the Center's activity. These must be independent, internationally renowned individuals.
- (4) One or two members of the SAB shall act as advisors to Know-Center's research program and from the rest of the members two shall be consulting each selected area with regard to the scientific orientation.
- (5) The term of office of the SAB members shall be limited to the duration of the K1-funding. Reappointment shall be permitted.

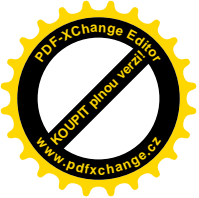


- (6) The SAB shall advise the Board of Directors, the Science Director / Director of Science & Strategy and the Supervisory Board / Strategy Board in particular on scientific and strategic issues. Furthermore, its task shall be to assess the scientific work of the Center with regard to its international visibility.
- (7) The SAB shall be have the right to appeal to the Supervisory Board / Strategy Board.
- (8) The SAB shall be convened by the Science Director / Director of Science & Strategy via email at least once and at most twice a year. A meeting may also be called by a member of Board of Directors.
- (9) In particular, duties of the Scientific Advisory Board shall include:
 - continuous monitoring of the scientific research program,
 - making strategic recommendations for future scientific orientation,
 - making recommendations regarding terminating or creating new areas and
 - assisting the Consortium with networking and non-K projects (funding), particularly at the European level.
- (10) Meetings of the SAB shall take place at least once a year and may take place via a videoconferencing system.
- (11) The Science Director / Director of Science & Strategy shall call meetings of the SAB. A notification indicating the time, place and agenda shall be given via email at least 14 days before the meeting date. The Science Director / Director of Science & Strategy or, in his/her absence, the most senior member of the Program Board shall preside over the meetings. The meeting may also be called by the Board of Directors.
- (12) In addition, the SAB can make a decision via a circular resolution. The call for decision shall be made via email that states details of the matter in question and additional information (e.g., progress report). 14 days after transmitting the call for decision, all received votes shall be calculated and the missing responses shall be deemed in favor of the decision. The members of the Program Board shall be informed of the voting outcome by the Chair via email.

6.3 Process organization

6.3.1 Business plan

- (1) The Board of Directors shall develop a business plan for the following fiscal year no later than on December 15 of each year.
- (2) The business plan shall be based on the fiscal year of Know-Center GmbH (January 1-December 31).
- (3) The business plan shall describe the research program for at least one year. For each project of the research program, content and schedules for the following year shall be determined.
- (4) Each industry partner, each scientific partner and the Board of Directors can propose new projects for the research program in the business plan. The proposal shall include the required project volume and a list industry and scientific partners participating in the project.
- (5) The business plan shall describe the budget for the following year. The budget plan shall account for:
 - the cost of all projects to be implemented,
 - in-kind contributions of scientific partners and the costs of their services provided,



- the cost of central functions (e.g., rent, infrastructure, etc.) and
 - the use of proceeds.
- (6) The Board of Directors shall have the ultimate responsibility for the balance of the business plan with regard to the partners involved.
- (7) The Board of Directors shall submit the business plan to the Supervisory Board / Strategy Board and the Program Committee / Program Board for review.
- (8) The approval of the Shareholders' Meeting shall be obtained.

6.3.2 Coordinating and controlling of internal reporting and project organization

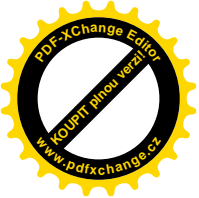
- (1) Upon the establishment of Know-Center, accounting, controlling and reporting systems based on the statutory provisions and reporting guidelines under the COMET program were developed under the direction of the Board of Directors.
- (2) To carry out projects stated in the research program, project managers shall be engaged to coordinate and manage the projects. Supervising each project shall be the responsibility of the relevant Area Manager. For cross-area projects, one of the Area Managers concerned shall be assigned responsibility for the project by the Board of Directors. In certain substantiated cases, the project manager may be appointed by an industry or scientific partner. In addition, each industry and scientific partner that is involved in a project funded under the COMET program shall appoint a contact person for the project.
- (3) The completion of projects shall be based on the common principles of the Project / Board of Directors. For project planning, milestones and work packages shall be provided.
- (4) For controlling purposes, project monitoring by the Area Managers shall be performed on a regular basis. They shall report regularly to the Board of Directors on the project progress. In particular, the Area Managers shall report promptly to the Board of Directors when the target milestones are not achieved and when the prescribed cost limit is exceeded. In critical situations, a common solution shall be found together with the project partners. For strategic basic research projects, the Scientific Advisory Board shall also be consulted for recommendations on the continuation or termination.

6.3.3 Reporting to the FFG

The COMET reporting shall consist of (1) the Center Plan, (2) the reports + annual report and (3) the on-site inspection. The Center Plan shall constitute a part of the funding agreement and cannot be changed after the agreement is signed. Reports to the FFG shall be the semi-annual reports and annual reports (including budget) due 30 days after the end of the reporting period.

- Reports to the FFG are a prerequisite of and the basis for the disbursement of the funding amounts and the mid-term and ex-post evaluation of the Center.
- For all reports to the FFG, only the FFG templates shall be used.
- The partners shall only submit the reports to Know-Center GmbH, which shall process all of the collected information for reporting to the FFG.
- The FFG's on-site inspections of Know-Center GmbH shall generally occur annually. In addition, the FFG shall have an option of conducting (announced) on-site inspections of the partners.
- The scientific and industry partners shall provide the information necessary for the reports in a timely manner.

6.4 Cooperation and partnership



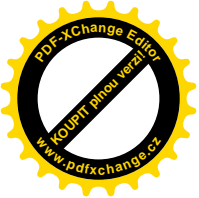
Know-Center GmbH aims to create a network of partners from industry, business and science. In this network, partners trust each other and exchange information on relevant research questions and strategic issues. To this end, it is essential that the greatest transparency possible exists between partners with regard to research projects implemented with Know-Center GmbH.

- (1) Each business partner and each scientific partner is generally involved in several projects and, where possible, in several thematic areas of the research program. Typically, each industry and scientific partner work together on a project with several other industry partners and / or scientific partners. This creates a broad basis for knowledge and technology transfer.
- (2) A broadly balanced relationship between the contributions of the individual industry and scientific partners, the intensity and quality of project work and participation in the results shall be ensured overall by the Board of Directors of Know-Center GmbH and for individual projects by the respective Area Manager.
- (3) In order to promote their cooperation, the Parties shall promptly notify each other of new developments in the field of cooperation in an appropriate manner.

6.5 External visibility of the Center

Within the framework of the COMET program, Know-Center's mission is to be acknowledged by the expert audience, as well as individual target groups and the general public.

- (1) The industry and scientific partners shall be authorized and urged to refer to themselves as partners of Know-Center GmbH. Know-Center GmbH shall be authorized to refer to itself as a partner of each industry and scientific partner.
- (2) The partners' websites shall acknowledge Know-Center as a partner and display its logo. The logo shall have a link to Know-Center's website.
- (3) The industry and scientific partners shall appoint a person responsible for marketing and public relations, who shall work closely with the Head of Public Relations of Know-Center GmbH on making the results of joint research known to the public (various target groups). In particular this shall include the development of a common public relations strategy (online & offline).
- (4) Know-Center GmbH shall be entitled to report on the project results and partnerships, as long as it complies with the IPR provisions in point 5.3. and the confidentiality rules in point 5.1.5. With regard to the release of publications, processes described in point 5.3.4. shall be applied.
- (5) The contracting parties shall be authorized and urged to acknowledge cooperation with Know-Center in business operations, in sales documents, in press releases, on its website and in other publications. Identically, Know-Center GmbH shall be authorized to acknowledge cooperation with the partners in business operations, in sales documents, press releases, on its website and other publications.
- (6) In this context, Know-Center GmbH intends to present, in broad terms, the project's partners in printed materials, in other media, at specific events and on its website. The Agreement partner declares itself willing to work together with Know-Center GmbH and make the relevant abstracts available. Besides participating in events to present the project content, the Agreement partner consents to make public the broad outline of this project's content, including contact details and relevant pictures.



7 Costs and financing

Presentation of the total costs in the years 2015 to 2018 of the COMET area (see also the appendix Center Plan):

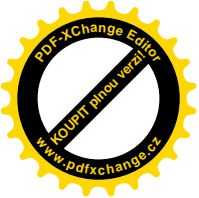
Costs - total	Year 1	Year 2	Year 3	Year 4	Total Costs	Total
1) Personnel Costs (Centre)						
2) Material Costs (Centre)						
2a) Material costs						
2b) Third party services (excl. SP+CP)						
3) Use of R&D infrastructure (Centre)						
4) Other direct costs / income (centre)						
4a) other direct costs						
4b) other income (-)						
5) Scientific Partners - Costs						
5a) Personnel costs						
5b) Material costs						
6) Company Partners - In-Kind-Costs						
6a) Personnel costs						
6b) Material costs						
Total Costs						

Presentation of the financing in the years 2015 to 2018 of the COMET area (see also the appendix Center Plan):

Financing - total	Year 1	Year 2	Year 3	Year 4	Total Financing	Quota in %
	2015	2016	2017	2018		
1) Federal funding COMET						
2) Provincial funding COMET						
2a) Burgenland						
2b) Carinthia						
2c) Lower Austria						
2d) Upper Austria						
2e) Salzburg						
2f) Styria						
2g) Tyrol						
2h) Vorarlberg						
2i) Vienna						
Total public funding						
3) Scientific Partners COMET - Contributions						
3a) Scientific Partners - Cash-Contributions						
3b) SP - In-Kind-Contributions (personnel+material costs)						
4) Company Partners COMET - Contributions						
4a) Company Partners - Cash-Contributions						
4b) CP - In-Kind-Contributions (personnel+material costs)						
Financing - total						

The financing framework applied for execution of scientific and partner projects for the years from 2015 to 2018 was accepted in accordance with the COMET Application without any changes. That is, EUR [REDACTED] are available for implementation of the research project. Financing is borne by the partner companies to the extent of 45 %, with the in-kind costs being contributed in the form of personnel services. The scientific partners contribute 5 %, and 50 % come from public authorities (2/3 Federation, 1/3 State of Styria).

The project planning shall be derived and the budget for the financial year concerned determined from the research project each year. The payments by the public sponsors are expected twice a year according to the reports submitted. The payment agreements of the scientific partners and partner companies are, derived from the projects, regulated in cooperation contracts to be concluded each year.



Through the strict separation of COMET and the non-K area, the maximum project subsidy of 55% cannot be exceeded through the separate processing of other funding projects in the non-K area.

7.1 Personnel costs

As indicated in the overall cost table above, personnel costs to the amount of EUR [redacted] are planned for the next 4 years

7.2.1 Cost rates

For settlement of the various staff categories of Know-Center staff in projects the hourly rates listed in the table shall be agreed for the year of 2015. These hourly rates are adapted annually and written into the co-operation contracts.

Group	Hourly rate	Category
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

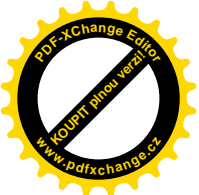
- Personnel costs of researchers / technicians and other staff working on the R & D projects (i.e., also the partners' employees; gross wage costs including ancillary wage costs) subject to the applicable maximum rates shall be eligible.
- Only substantiated actual shall be deducted (e.g., substantiated based on records of working hours).
- Currently up to 20% overhead rate (overhead) can be accepted without detailed proof of costs. All overhead costs of more than 20% shall be substantiated in detail. For more information, see COMET Guide to Reporting.

7.2 Rules for the assessment of in-kind benefits (personnel and non-cash benefits) in the COMET area

Non-cash benefits contributed shall be assessed as follows:

7.2.1 Personnel

The personnel hours contributed shall be settled in accordance with the funding guidelines in the currently valid version. Currently these costs are settled on the basis of the annual gross personnel costs (as a rule 1680 annual hours at 40 hours per week x 42 weeks a year) and the personnel costs category in the company. The personnel costs per category are at present recognised up to the extent of the guideline values determined in accordance with no. 8 of the "Ordinance of the Federal Minister of Finances concerning Guidelines for the determination and presentation of the financial effects of new Legislative Measures ([redacted])".



appendix 3, in the currently valid version). For the assessment of personnel services, overheads in accordance with the funding figures of the FFG can be listed. For example, at present a lump-sum of 20% overheads or another rate by revealing the overhead calculation can be added.

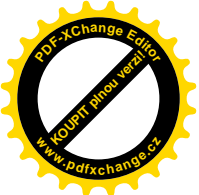
7.2.2 Travelling expense allowance

- (1) With regard to travel costs, it shall clearly be proven that they relate to the COMET K1 program of Know-Center. Only travel costs of internal project staff shall be paid. The travel expenses of employees of scientific and company partners shall be billed by the partners in accordance with the COMET cost substantiation arrangement of each partner.
- (2) Travel expenses (per diems, accommodation costs, car expenses, conference fees) shall be eligible when they are claimed as business expenses of the staff under the applicable provisions.
- (3) If instead of per diems cost reimbursements are paid, they shall be limited to the applicable daily allowance. The statutory mileage shall be applicable. The statutory mileage amount includes parking fees, tolls (incl. toll sticker) and fuel. The most cost-effective travel option shall be selected.
- (4) The travel expense allowance shall be determined for business trips at home at those amounts which are recognised as tax-free in accordance with section 26 Income Tax Act (EStG, in the currently valid version).
- (5) The travelling expense allowance shall be determined for business trips abroad at those amounts which are recognised as tax-free in accordance with section 75a Travelling Fee Regulation R (RGV, in the currently valid version).

7.3 Non-K area

In the accounting, the COMET and the non-K areas are kept on separate balance sheets and accounts. The non-K area primarily serves contract research for companies (partners or other clients) in areas close to the market at full cost compensation and also the fulfilment of complementary objectives for the public benefit, for example, of the federal states. No public funds from the competence Centers program flow into this area. Additional funding projects such as, for example, EU projects are carried out in the non-K area. Cross-financing between the Comet and the non-K area is thus ruled out.

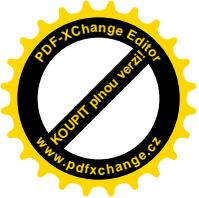
In accordance with possibly other funding conditions or other cost rates within the framework of the industrial order research, other cost rates can be applied in the non-K area and those for the COMET area.



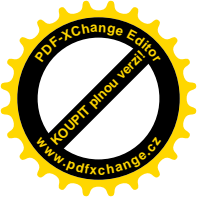
8. Target volumes

For more information about the indicators and target numbers for 2015-2018 see the Center plan. The evaluation of the target numbers is part of the ongoing reporting and monitoring process, as well a part of the FFG evaluations (Review, Intermediate evaluation, final evaluation).

Quantitative Indicators	Target indicators 2015-2018 (1st funding period)	
Indicators related to science		
Total number of publications in relevant journals (incl. published conference papers, books/ book contributions)	200	
• thereof number of contributions in scientific papers with peer review	18	
• thereof number of contributions at conferences with peer-review	140	
• thereof number of co-publications between science and industry	40	
Share of strategic research projects in entire research program	32,50%	
Share of 100% strategic projects	32,50%	
Number of planned additional scientific partners (at organisation level)	3	optional
Indicators related to industry		
Number of patents	2	
Number of licences	10	
Number of other IPR i.e. trademark rights, registered company name, registered design, copyrights	10	optional
Number of prototypes	40	optional
Number of spin-offs initiated by the research program	1	optional
Number of planned additional company partners	8	optional
Human Resources		
Total number of FTE at the Center in its full configuration	69	
• thereof share of administrative staff (FTE)	<9%	
Total number of scientists at the Center (FTE)	64	
• thereof share of female scientists (FTE)	31,00%	
Number of PhD thesis in progress (total)	30	
• thereof by Center staff	6	



• thereof by staff of company partners	3	
• thereof by staff of scientific partners	21	
Number of master thesis (Diplom-/Masterarbeiten) in progress (total)	40	
• thereof by Center staff	20	
• thereof by staff of company partners	6	
• thereof by staff of scientific partners	14	
Number of bachelor thesis in progress	60	optional
Number of habilitations in progress	2	optional
Number of research stays at the Center (incoming)	10	
Number of outgoing research stays	6	
Number of internships	12	
Number of lectures hold by Center staff	28	optional
Number of endowed professorships related to the Center	1	optional
International Integration		
Number of participations of the Center in international projects (e.g. EU/Horizon 2020-projects,...)	5	
• as a coordinator	1	
• as a partner	4	
Total number of international partners	12	
• thereof international scientific partners (at organisation level)	5	
• thereof international company partners	7	
Number of international associated partners	2	optional
Number of nominations in relevant international boards and committees	12	optional
Non Comet Area (Non-K)		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Center specific indicators		optional
Number of invited talks held by Center staff	96	



Number of awards or challenges participated in	20	
From Center staff organized conferences, workshops, and summer schools	33	
Number of commercial users on service platforms	20	
Number of users on service platforms	200	
Number of staff attended trainings (e.g. project management, soft skills, software engineering & architecture)	120	
Number professorial appointments by Center staff	1	
Dissemination toward public and industry: number of occurrences in the media and active media contributions	120	
Portfolio related Indicator: Number of company partners with annual contributions > €100.000	20	

9. Term

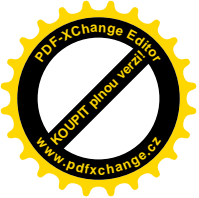
This Agreement shall be valid for four years, starting with January 1, 2015. In case of a successful intermediate evaluation, this agreement shall be extended for additional four years.

10. Integral parts of the Agreement

The following documents constitute an integral part of the Agreement. The content shall be binding for all contract partners:

- EU-Beihilfenrecht (Community Framework for state aid for research and development and innovation (2006/C323/01)
- the Guidelines for the Funding of Economic and Technical Research and Technology Development (FTE Guidelines²), the Programme Document for the Competence Center [REDACTED]
- Grant application (proposal) dated December 3, 2013
- the "Center Plan", adapted according to the funding recommendations

[REDACTED]



- the Funding Contract between Österreichische Forschungsförderungsgesellschaft mbH (FFG) and Know-Center GmbH *)
- guide for K1 Centers under the Programme COMET (competence Centers for Excellent Technologies), 3rd Call (valid from July 1st 2013)
- the Guideline for Handling the Project Costs for Funding Requests and Reports (cost guidelines) version 1.4 *)
- [REDACTED]

*) These documents are also available in English. The legally binding version is the German version.

11. Joint provisions and final provisions

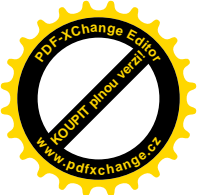
- (1) For any disputes resulting from and in conjunction with this Agreement, the applicability of Austrian substantive law and the local jurisdiction of the court in Graz competent in the matter are agreed.
- (2) The costs in connection with setting up of this Agreement as well as any possible duties and charges shall be borne by Know-Center GmbH.
- (3) If verbal or written arrangements have been agreed on between the contract partners before conclusion of this Agreement, they shall lose their effectiveness on conclusion of the Agreement.
- (4) Should individual provisions of this Agreement be ineffective or should this Agreement contain gaps, then the effectiveness of the remaining provisions shall not be affected. In place of the ineffective provision, that effective provision shall be considered as agreed, which corresponds to the spirit and purpose of the subject matter of the contract. In the case of gaps, that provision shall be considered as agreed, which corresponds to that, what according to the spirit and purpose of this contract, would have been agreed, if the matter had been considered in the first place.

Annexes

Annex A Center Plan

Annex B Contributions of Partners (cash/in-kind)

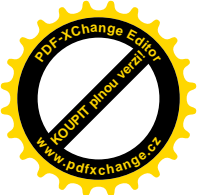
Annex C List of Current Partners (updated annually)



Agreement Know-Center, 2015-2018, version of December 3, 2014



Signatures



AMENDMENT of the

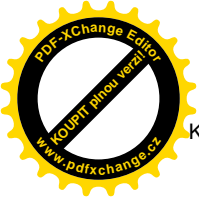
A G R E E M E N T

regarding the foundation and funding of the

COMET K1 Centre
Know Center – Research Center for Data-driven Business
(short: Know-Center)

Inffeldgasse 13, A-8010 Graz

February 2019



AMENDMENT of the

AGREEMENT

regarding the foundation and funding of the COMET K1 Center

Know Center - Research Center for Data-driven Business

for the 2nd funding period

(01.01.2019 – 31.12.2022)

concluded between

Know-Center GmbH

Research Center for Data-Driven Business & Big Data Analytics

Inffeldgasse 13, A-8010 Graz

(hereinafter referred to as "Know-Center")

and the

Scientific and Company Partners.

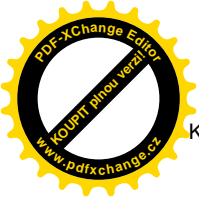
Basis

The AGREEMENT concluded between the Know-Center and the funding bodies, the scientific and company partners (from December 2014) for the 1st funding period (01.01.2015 – 31.12.2018), which in line with

[REDACTED]

Supplementations and amendments

In the following sections only the supplementations and amendments to the original AGREEMENT (December 2014) will be presented. All other contractual passages from the AGREEMENT (December 2014) shall retain their validity in full.



1 Preamble

The Know-Center – Research Center for Data-driven Business is a Competence Center (K1) in accordance with the COMET programme of the Austrian federal government, and is promoted by funds of the federal government (Federal Ministry for Transport, Innovation and Technology - BMVIT and the Federal Ministry for Digitalisation and Business Location - BMDW) and the state of Styria and Vienna. This programme is described in the “Programme document for the Competence Centers Programme COMET” of 1 January 2016. This, on the other hand, is a specification of the “Guidelines for the promotion of business-technical research and technology development” ([REDACTED])

[REDACTED] The aim of the RTI Guidelines is the proper and transparent granting of these funds within the framework conditions of the EU Community Framework for State Aid for Research, Development and Innovation.

The “Guideline for the Styrian Economic Development 2014-2020” shall further apply ([REDACTED]) of 3.7.2014, which regulates the granting of funding by the Steirische Wirtschaftsförderungsgesellschaft mbH (SFG), the “General Funding Guidelines of the State of Vienna” in the valid version as well as the “Memorandum of Understanding” of 4 July 2006, which forms the basis for the cooperation between the federal and state governments.

It is noted that the fulfilment of the agreements reached in the AGREEMENT as well as in the AMENDMENT of the AGREEMENT are the prerequisite for the granting of public funding within the scope of the COMET programme of the state of Styria, is represented by the SFG as well as the state of Vienna, represented by the Vienna Business Agency. These agreements guarantee the use of the funds in accordance with the dedicated purpose and represent the success of the conditions which secure the project. In particular, the following documents are an integral part of the AGREEMENT:

- European Aid Law
- Programme document for the competence centers programme COMET of 1 January 2016 based on the structure FTE Guidelines ([REDACTED])
- Funding contracts (FFG, SFG, Vienna Business Agency)
- Guidelines for the treatment of the project costs in requests for funding and reports in the version 2.0 (cost guidelines*)
- Guidelines for the interim evaluation of the COMET centers (K1) valid from 2 May 2017*

*English translation of the document available; the German version is legally binding)

The public funding bodies have a right within the scope of the COMET programme in line with the corresponding Guidelines and pursuant to the funding contract, for the event of the non-fulfilment of the agreements reached in the AGREEMENT and AMENDMENT of the AGREEMENT to discontinue the funding payment and to request repayment of the already made funds. For this purpose, regulations will be agreed upon in the individual funding contracts.

No legal liabilities will be established for the public funding bodies whatsoever owing to the AGREEMENT and the AMENDMENT, but owing to the bilateral funding contracts that are still to be concluded between the public funding bodies and the competence center.

The cooperation between all contractual partners with the center, as well as the most important flows and legal questions shall principally be regulated in the AGREEMENT and the AMENDMENT of the AGREEMENT. With the signing of the AGREEMENT and of the AMENDMENT of the AGREEMENT the contractual partners accept these regulations.



Detailed regulations of the respective cooperation will be specified in bi-/multilateral cooperation agreements or project contracts with the respective contractual partners.

3 Legal form, owners, partners and registered seat

(1) The responsible body of the competence center is Know-Center GmbH Research Center for Data-Driven Business & Big Data Analytics (abbreviated: **Know-Center GmbH**).

(2) The shareholders of Know-Center GmbH are:

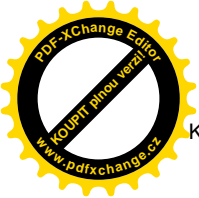
- [REDACTED]

(3) The registered seat of Know-Center GmbH is in Inffeldgasse 13, 8010 Graz.

(4) The extension to the company structure is possible both by future integration of scientific partners, as well as by the integration of corporate partners.

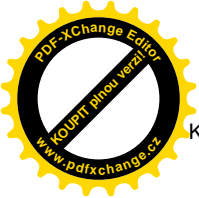
(5) **Scientific partners** of the Know-Center are:

- [REDACTED]



Company partners of the Know-Center are:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]



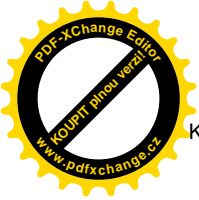
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- [Redacted text block]

(6) The public funding bodies of the center are

- [Redacted text block]

4 Strategic orientation of the center

For details see Center plan (Annex 1).



6.3 Flow organisation

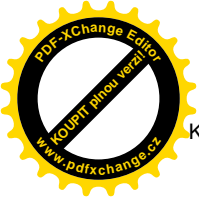
6.3.3 Reporting to FFG

The COMET reporting system is composed of (1) the Center plan, (2) the annual reports incl. annual budget and (3) the audit on site. The Center plan constitutes a part of the funding contract and may no longer be changed after the contract was signed. Furthermore, the following principles are to be complied with:

- The reports to the FFG represent a prerequisite respectively a basis for the disbursement of the funding instalments as well as for the mid-term- and the ex post center evaluation.
- Within one month after the reporting dates stipulated in the funding contract respectively a specialist report as well as a presentation of the costs (cost table) as well as the monitoring data (monitoring table) are to be submitted via the report function of the eCall-System. The stipulated form templates must be used for the creation of the reports (see COMET download center on the FFG website).
- Annual audits will principally take place on the site of the FFG at Know-Center GmbH. In addition, the FFG can, if applicable, conduct (announced) audits on site at the partners.
- The project partners have to grant the FFG, the funding bodies and, possibly also the bodies of the European Union or the Court of Auditors the right to inspect all project documents.
- The partners will complete the settlement in the eCall-System pursuant to the stipulations according to the valid cost guidelines.
- Confidentiality obligations shall not constitute a reason to refuse project-relevant information towards the FFG or others of the aforementioned institutions or bodies.
- The FFG is obligated to non-disclosure by law pursuant to [REDACTED]. A publication of project contents and results by the FFG can therefore only be carried out by mutual agreement with the recipient of the funds.
- The reporting, information and inspection obligations stipulated in the funding contract shall remain upheld for the bodies recorded therein for the period of time agreed in the funding contract also after the end of this contract for at least 10 years.

6.5 External perception of the center

- (7) With publications and other activities of the center associated with the funded project reference is to be made in a suitable manner to the competence centers programme COMET and to the bmvit and bmdw as funding bodies.
- (8) In addition, the recipient of the funding is obliged, if required, to cooperate with the FFG and the responsible departments to support the Public Relations work. This in particular relates to the provision of non-confidential project information (e.g. Fact Sheet, Success Stories etc.) and image material for electronic dissemination portals and other media purposes.



7 Costs and financing

The public funding, in total EUR [REDACTED] is composed of the share of the federal funding 33.33% and the share of the state funding 16.67%. (Ratio federal/state = 2:1).

The recipient of the funding is exclusively the center itself. Corporate and scientific partners are not recipients of the funding, can however assert fundable costs, which are decisive for the benefit of the total funding.

The financing share of the scientific partners of the fundable total costs is cumulative 5%.

The financing share of the corporate partners is cumulative 45% of the fundable total costs.

Until the end of the funding period, the necessary contribution ratios of the scientific partners as well as the corporate partners must have been fulfilled, as otherwise if these ratios are fallen short of there will be a pro rata reduction in the funding.

For details see Center plan (Annex 1).

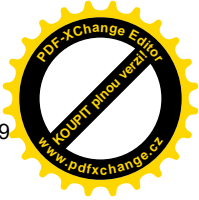
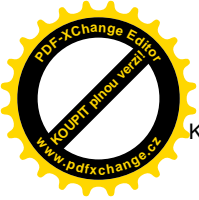
7.1 Personnel costs

7.1.1 Settlement rates

For the settlement of the various employee categories of Know-Center employees in projects, the hourly rates listed in the table are agreed for 2019, as an update of the previous model. These hourly rates will be adjusted annually and will be recorded in the cooperation agreements.

Group	h-rate	Category
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

- Personnel costs of the researchers / technicians and other persons can be funded, insofar as these are occupied with the R&D project (i.e. also employees of the partners; gross-wage costs including secondary wage costs).
- Only verifiable ACTUAL costs can be settled (proof e.g. by recordings of hours).
- Currently up to 25% overhead surcharge can be recognised without a more detailed proof of costs; overhead costs which amount to more than 25% are to be individually proven in detail in full.



7.2 Rules for the assessment of benefits In-Kind (personnel and material services) in the Comet area

Contributed material services are assessed as follows:

7.2.1 Personnel

The contributed personnel hours will be settled in line with the funding guidelines in the valid version.

Pursuant to these stipulations the settled services are to be proven by exact proof of services (e.g. keeping of hourly lists for personnel assignment, keeping of lists of operating hours for the use of machines and devices, etc.).

Personnel costs are to be estimated on the basis of gross salaries and wages, as well as the contributions relating hereto (direct secondary salary costs). Other payments or pecuniary benefits (e.g. dirty-work allowances, remuneration for overtime, benefits in kind) can be recognised. Personnel costs will be recognised to the extent, in which they are envisaged legally binding by law, by a collective agreement, in a company agreement or in the employment contract.

With full-time employment a flat rate of 1,720 hours is currently to be estimated as the annual hour divisor (also with overtime flat rates or All-In). With project employees on a part-time basis the annual hour divisor is to be reduced analogue to the extent of the employment.

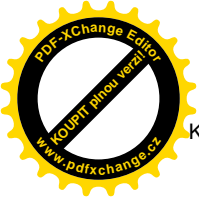
With the assessment of personnel services overheads can be stated in line with the funding stipulations of the FFG. Currently a flat rate of 25% overheads can thus be added.

8 Target values

For details, see center plan (Annex 1).

9 Term

- a) AGREEMENT: see AGREEMENT (December 2014).
- b) AMENDMENT of the AGREEMENT: this AMENDMENT is concluded limited to four years, beginning with the 1 January 2019.



10 Contractual parts

The following documents form integral parts of this Agreement. The contents are binding for all Contractual partners:

- COMET-AGREEMENT from December 2014
- European Aid Law
- Programme document for the competence centers programme [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED])
- Funding Application from 13.11.2017
- The Center plan adapted pursuant to the funding recommendation, 2018
- Funding contracts (FFG, SFG, Vienna Business Agency)
- Guidelines for the treatment of the project costs in requests for funding and reports in the version 2.0 (cost guidelines*)
- Guidelines for the interim evaluation of the COMET Centers (K1) valid from 2 May 2017*

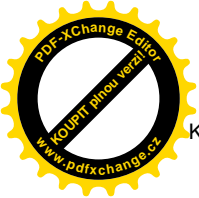
11 Joint provisions and final provisions

Should individual provisions of the AGREEMENT as well as the AMENDMENT contradict the funding provisions of the FFG, SFG or the Vienna Business Agency, then the funding provisions will have precedence and shall apply instead of the contradictory provision of the AGREEMENT as well as of the AMENDMENT.

The exclusive applicability of Austrian substantive law and the local jurisdiction of the competent court of jurisdiction in Graz are agreed for all disputes from and in connection with the AGREEMENT as well as the AMENDMENT.

Insofar as oral or written agreements have been concluded between the contractual partners before the conclusion of this Agreement, these will cease to be valid by the conclusion of the Agreement.

Should individual provisions of the AGREEMENT as well as the AMENDMENT be invalid or should the AGREEMENT as well as the AMENDMENT feature loopholes, this shall have no effect on the validity of the other provisions. That valid provision shall be deemed as agreed to replace the invalid provision, which corresponds with the sense and purpose of the object of contract. In the event of loopholes that provision shall be deemed as agreed, which corresponds with that which would have been agreed according to the sense and purpose of this contract, if the matter had been considered from the start.



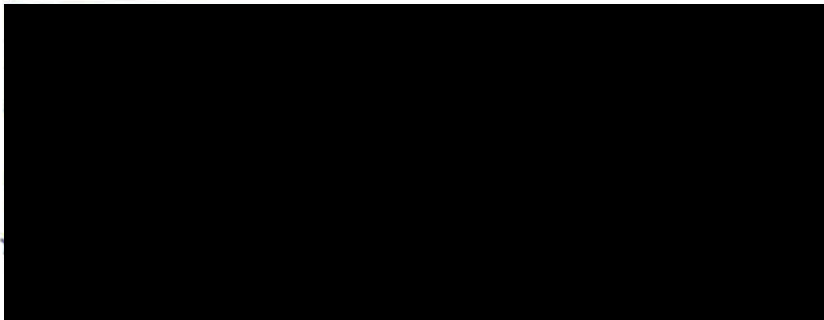
12 Signature

This "AMENDMENT of the AGREEMENT" is drawn up as an original document. The original will be deposited at the location of Know-Center GmbH. Each contractual partner as well as the funding body shall receive a copy of this agreement upon request.

The "AMENDMENT of the AGREEMENT" can be issued in any number of copies, whereby each copy shall be deemed as an original document and all copies together will be seen as the same agreement. The parties furthermore agree that the execution of this agreement by customary electronic signature software and/or by the exchange of PDF signatures (scans) will have the same legally binding nature and effect as the exchange of original signatures.

Graz, 12.02.2019

|

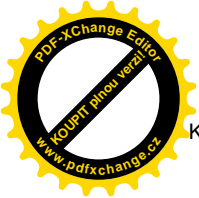


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Annexes

Annex 1 Centre plan (2019-2022)



Annex 1 / Centre plan

COMET Centres (K1)

Competence Centres for Excellent Technologies

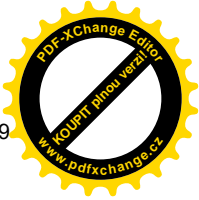
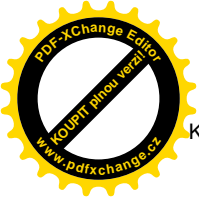
Centre Plan K1 3rd Call – 2nd Funding Period

Version 1.0 - 01.04.2018

Full Title	[REDACTED]	
Short Title	Know-Center	
FFG-Project No. eCall ID	865837	12204481
Beneficiary (FörderungsnehmerIn)	Know-Center GmbH	
Authorized Signatory	Research Center for Data-Driven Business & Big Data Analytics	
Address	[REDACTED]	
Company Registration Number	Inffeldgasse 13, 8010 Graz	
Phone	ATU50367703	
E-Mail	[REDACTED]	
Homepage	www.know-center.at	
Project Leader/ Contact Person	[REDACTED]	
Organisation/ Company	Know-Center GmbH	
Address	Research Center for Data-Driven Business & Big Data Analytics	
Phone	Inffeldgasse 13, 8010 Graz	
E-mail	[REDACTED]	
Homepage	www.know-center.at	

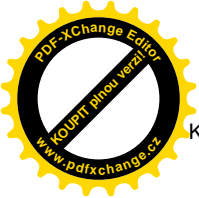
Total Costs approved	[REDACTED]	
Federal Funding approved	[REDACTED]	
Provincial Funding approved	[REDACTED]	
Duration (Second funding period)	from 01.01.2019	to 31.12.2022
	years	4

Date: 20.11.2018



0 Table of Contents

0	Table of Contents	13
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Annex 2	Target Values: see xls: 03_centreplan_annex2_targetvalues	18



1 Requirements & Recommendations

1.1 Requirements & Recommendations of the Jury

Requirements

- None

Recommendations

- Increase focus on human acceptance of products and services produced by the KNOW Centre.
- Increase attention to KNOW Centre branding (e.g in publications).

Funding Recommendation

- Funding is recommended with no reduction
- As Vienna reduced its funding commitment in FP2 and is only prepared to contribute EUR max. ██████████ the difference will be taken over by Styria in order to ensure the fixed ratio of 2:1 (Federal Funding/Provincial Funding). A revised cost plan has to be delivered to FFG before the contract is signed.

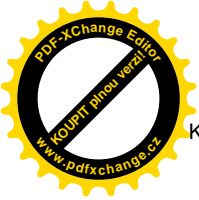
Cost and Finance KNOW	Application		Evaluation	
	requested amount	%	recommended amount	%
██████████				
██████████				
██████████				
██████████				
██████████				
██████████				

Funding Quota (Federal and Provincial)	50%		50%
---	-----	--	------------

Federals States involved: Styria, Vienna

Specific requirements resulting from the cost check and formal check

- None



1.2 Fulfilment of Requirements & Implementation of Recommendations

Recommendations

Increase focus on human acceptance of products and services produced by the KNOW Centre.

We will increase human acceptance of our products and services by enhancing appearance and usability. To this end, we will specifically consider HCI aspects in the work of all our research areas by applying the competencies of our Knowledge Visualization area. We will also better tailor the integration of our services and products into business and work environments by utilizing the competencies of our Data-Driven Business area. And we will evaluate our prototypes and systems through extensive user experiments on open platforms, as for instance Open Knowledge Maps.

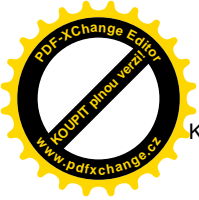
Increase attention to KNOW Centre branding (e.g in publications).

We will increase attention to the Know-Center branding by specifically targeting key conferences, workshops and other events. At such events, the Know-Center will show a massive presence in the form of publications, workshops, booths and other highly visible activities. We will also increase our activities in program committees and panels. And we will compile our scientific findings into several topical reports which will be made available to a broader audience under the Know-Center brand.

2 Research Programme

See Annex1 Cost Plan Tab. "List of Projects"

No changes occurred regarding to the research programme ([REDACTED]).



3 Costs & Financing

See Annex1 Cost Table

3.1 Description of Table „1. Total Costs – Second funding period“

No changes occurred regarding the costs, or the distribution between different cost items (personnel costs, material costs, etc.).

3.2 Description of Table „2. Financing – Second funding period

As Vienna reduced its funding commitment in FP2 and contributes now a maximum of EUR [REDACTED] there were some changes necessary in this table. To ensure the fixed ratio of 2:1 (Federal Funding/Provincial Funding), Styria will be taken over the difference of funding.

4 Annex

The following annexes are an integral part of this document:

Annex 1 Cost Plan: see xls: 02_centreplan_annex1_cost_plan

Annex 2 Target Values: see xls: 03_centreplan_annex2_targetvalues

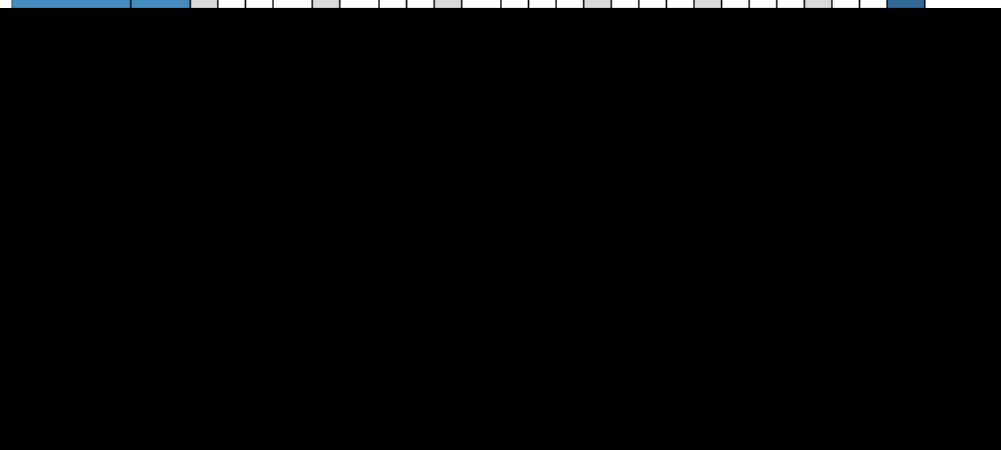


Annex 1 Cost Plan

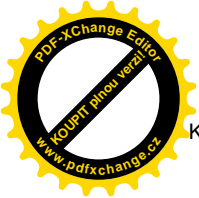


Annex 2 Target Values

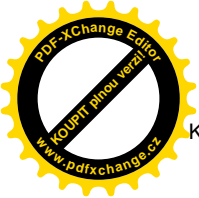
2) Financing - second funding period	
Financing - total	
1) Federal funding COMET	
2) Provincial funding COMET	
2a) Burgenland	
2b) Carinthia	
2c) Lower Austria	
2d) Upper Austria	
2e) Salzburg	
2f) Styria	
2g) Tyrol	
2h) Vorarlberg	
2i) Vienna	
Total public funding	
3) Scientific Partners COMET - Contributions	
3a) Scientific Partners - Cash-Contributions	
3b) SP - In-Kind-Contributions (personell and other costs)	
4) Company Partners COMET - Contributions	
4a) Company Partners - Cash-Contributions	
4b) CP - In-Kind-Contributions (personell and other costs)	
Financing - total	



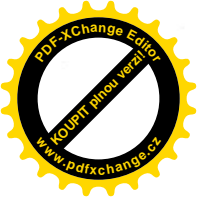
List of Projects FP2 Projektliste FP2	
Area 1	Knowledge Discovery (KD)
P2-KD-I1	Domain-Agnostic Data Science Methods
P2-KD-I2	Scalable Knowledge Discovery Components
P2-KD-S1	Efficient, Probabilistic Knowledge Discovery and Data Science Approaches for Actionable Knowledge
Area 2	Social Computing (SC)
P2-SC-I1	Analytics, Forecasting and Recommendation for Market Strategies and Process Enhancement
P2-SC-I2	Concepts, Services and Tools for Web Science and Open Science
P2-SC-S1	Modeling and Prediction in Complex Networks and Systems
Area 3	Data-driven Business (DB)
P2-DB-I1	Managing the Knowledge Base: Data-Driven and Reflective Learning and Knowledge Sharing and Protection
P2-DB-I2	Data-Driven Business Models – Framework and Patterns
P2-DB-S1	Data-Driven Business
P2-DB-S2	Dissemination, Publication Strategy and Benchmarking
Area 4	Knowledge Visualization (KV)
P2-KV-I1	Personalized, Guided Visual Analytics
P2-KV-I2	Immersive Computing and Human Augmentation
P2-KV-S1	Cognitive Aspects of Scalable Visual Interfaces
Area 5	Data Security (DS)
PS-DS-I1	Concepts and Tools for Securing the IoT
PS-DS-I2	Cryptographic Methods for Data-Driven Enterprises
PS-DS-S1	Privacy and Security Aware Analytics for Industrial Environments
Area 6	Data Management (DM)
P2-DM-I1	Big data architecture for time series analytics
P2-DM-S1	Privacy aware big data infrastructure
Total	



Quantitative Indicators/Target values	PLAN- Application	
	2nd funding period Year 5-8	
Indicators related to science		
Total number of publications in relevant journals (incl. published conference papers, books/ book contributions)	200	
• thereof number of contributions in scientific papers with peer review	20	
• thereof number of contributions at conferences with peer-review	150	
• thereof number of co-publications between science and industry	20	
Share of strategic research in entire research programme	30,64%	
Share of pure (100%) strategic projects	30,64%	
Number of planned additional scientific partners (at organisation level)	0	optional
Indicators related to industry		
Number of patents	0	
Number of licences	8	
<i>Number of other IPR i.e. trademark rights, registered company name, registered design, copyrights</i>	0	optional
<i>Number of prototypes</i>	100	optional
<i>Number of initiated products, processes and services</i>	3	optional
<i>Number of spin-offs initiated by the research programme</i>	1	optional
<i>Number of planned additional company partners</i>	6	optional
Human resources		
Total number of FTE at the centre in its full configuration	100	
• thereof share of administrative staff (FTE)	<10%	
Total number of scientists at the centre (FTE)	85	
• thereof share of female scientists (FTE)	25,00%	
Number of PhD thesis in total	30	
• thereof by centre staff	20	
• thereof by staff of company partners	0	
• thereof by staff of scientific partners	10	
Number of master thesis (Diplom-/Masterarbeiten) in total	40	
• thereof by centre staff	20	
• thereof by staff of company partners	0	
• thereof by staff of scientific partners	10	
<i>Number of bachelor thesis</i>	20	optional
<i>Number of habilitations</i>	6	optional



Number of research stays at the centre (incoming)	6	
Number of outgoing research stays	6	
Number of internships	20	
<i>Number of lectures hold by Centre staff</i>	50	optional
<i>Number of endowed professorships related to the centre</i>	0	optional
Internationalisation		
Number of participations of the centre in international projects (e.g. EU/Horizon 2020-projects,...)	4	
• as a coordinator	1	
• as a partner	3	
Number of international partners (total)	17	
• thereof international scientific partners (at organisation level)	7	
• thereof international company partners	10	
<i>Number of international associated partners</i>	30	optional
<i>Number of nominations in relevant international boards and committees</i>	40	optional
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
[REDACTED]		
Centre specific indicators		
Science related Indicator: Number of invited talks held by Center staff	100	
Science related Indicator: Number of awards or challenges participated in	25	
Science related Indicator: From Center staff organized conferences, workshops, and summer schools	33	
Industry related Indicator: Number of commercial users on service platforms	0	
Industry related Indicator: Number of users on service platforms	0	
Human resources related Indicator: Number of staff attended trainings (e.g. project management, soft skills, software engineering & architecture)	200	
Human resources related Indicator: Number professorial appointments by centre staff	1	
Dissemination toward public and industry: number of occurrences in the media and active media contributions	400	
Portfolio related Indicator: Number of company partners with annual contributions > €100.000	20	
Science related indicator: Percentage of high-quality publications from overall publication count	40%	
Industry related Indicator: Number of consulting projects conducted	100	
Percentage of open access publications (at least green)	80%	



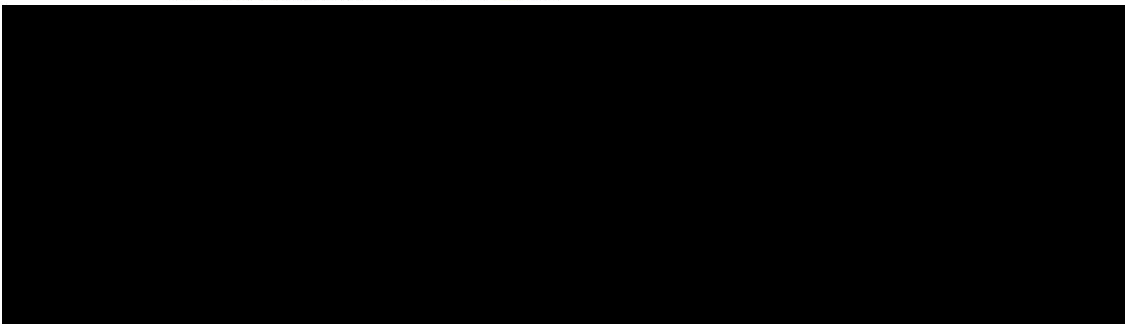
SIGNATURE PAGE TO THE COMET AGREEMENT AND ITS AMENDMENT

The COMET-AGREEMENT (December 2014) which was concluded for the 1st funding period (01.01.2015 - 31.12.2018) between the Know-Center, the funding bodies and the scientific and company partners, will automatically be extended for another four years – in accordance with Article “9. Term” – based on the positive Mid Term Evaluation, forms the basis for the AMENDMENT for the 2nd funding period (01.01.2019 - 31.12.2022). This AMENDMENT will be concluded for a limited period of four years starting on 1 January 2019.

By signing this Signature Page, Mendel University consents with the COMET-AGREEMENT as well as the AMENDMENT to the COMET-AGREEMENT in full content and will become a new Partner within the COMET Programme and a Partner of Know-Center, as a COMET K1 Centre.

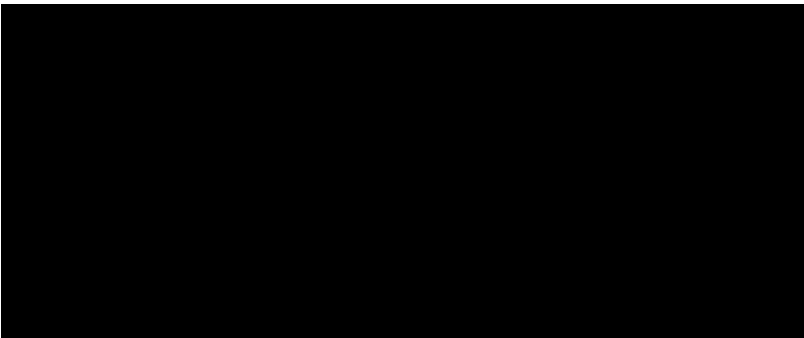
- 9 -08- 2021

Date: _____



Mendel University in Brno, Zemědělská 1, 613 00 Brno, Czech Republic

Signature, Name and function of the signatory (in capital letters), Company stamp



.....

**Know-Center GmbH Research Center for Data-Driven Business & Big Data Analytics
Inffeldgasse 13, 8010 Graz, Austria**

