

## **Contractual provisions for R&D work of Universität Duisburg-Essen**

### **Article 1**

The following terms and conditions apply for all services rendered by the University, unless otherwise expressly agreed upon by the parties. Any terms and conditions of the Company do not become part of the agreement, even if not expressly rejected by the University. In particular, terms and conditions of the Company cannot be agreed upon tacitly.

### **Article 2**

#### **Subject Matter of the Contract**

Subject matter of this contract is the performance of research and development work as described in the Annex which forms part of this contract.

### **Article 3**

#### **Obligations of the Parties**

The University shall charge the Company the payment sum amount indicated in the quote for the performance of research and development as described in the Annex. Should the performance of this research project be or become subject to taxation, the turnover tax will be calculated in addition to the agreed payment sum and shown separately on the invoice. The legal turnover tax rate valid at the time of complete delivery of the performance of the research and development work will be applied to the agreed payment sum. In the event that the project becomes subject to taxation retroactively, the University is entitled to request the turnover tax by providing revised invoices and the Company agrees not to take exception of time limitation.

The sum paid will be spent according to North Rhine-Westphalian budget regulations (Landeshaushaltsordnung). Payments shall be credited to the account 248 997 at the Sparkasse Essen, bank sorting code 360 501 05, swift code: SPESDE3EXXX, IBAN: DE75 3605 0105 0000 248 997. All payments shall quote the reference („Verwendungszweck“) which will be announced after signature of this contract.

### **Article 4**

#### **Performance of Research and Development Work**

Research and development will be carried out in close cooperation between the parties. Results will be summarized in reports.

In so far as this does not involve additional effort, the University shall take into account changes to the order requested by the Company. Major changes require a modification of the contract.

### **Article 5**

#### **Warranty and Liability**

The University warrants the observance of the acknowledged scientific and technical standards. However, the University does not warrant actually reaching the research objective the project aims at.

The University's liability is restricted to cases of intent and gross negligence, and is limited to the value of the University's charge. The University is not liable for consequential harm caused by a defect.

### **Article 6**

#### **Confidentiality**

As far as one party, during the course of the project, discloses information which is declared confidential to the

other party, the other party shall ensure that the confidentiality of that information is being maintained.

### **Article 7**

#### **Publication**

In compliance with the legal regulations governing North Rhine-Westphalian universities (Hochschulgesetz), the University is entitled to publish scientific results which are obtained during research and development. These results may also be used for research purposes and lectures.

### **Article 8**

#### **Assignment of Protected Rights**

The University shall inform the Company should protectable results be obtained in the course of research and development work. According to the respective laws, the Company alone decides on the exploitation of such results. Should the Company accept the results within four weeks of notification by the University, the University shall be obliged to transfer protected rights to the Company immediately. In this case, the Company shall be obliged to make contractual provisions with the university on the university's appropriate financial participation in the exploitation. In case the Company files a patent application, the Company will denominate Universität Duisburg-Essen as co-applicant.

In so far as the assignment of protected rights is based on the Copyright Act, the University grants the Company a cost-free, non-exclusive, transferable right of use.

Moreover, the Company grants the University a cost-free, non-exclusive licence for scientific purposes.

### **Article 9**

#### **Term of the Research and Development Contract**

The research and development contract starts on the day of the last signature by the contracting parties and ends on the date indicated in the quote, at the latest, however, when the parties' obligations have been completely fulfilled. The term of the contract is extendable by written agreement of the parties.

The contract may only be terminated for good cause. In this case, the University is obliged to transfer all results achieved to date to the Company. The Company is bound to meet all obligations already entered into by the University at the point of termination of the contract. In this case, the Company's obligation is limited to the value of the payment sum agreed in the quote.

The provisions of Articles 5, 6, 7 and 8 shall remain unaffected by the termination of the contract.

### **Article 10**

#### **Modifications of the Contract**

Modifications of and additions to the contract must be made in writing.

### **Article 10**

#### **Place of Performance and Jurisdiction**

Place of performance and jurisdiction is Essen, Germany.