

Research Contract, Standard Form B¹

Contract

Between _____
– “Principal” – (the contracting party that orders a research service)

and

The University of Münster, Schlossplatz 2, D-48149 Münster; represented by the RektorIn, acting on his or her behalf: the Kanzler

– “Contractor” – (the contracting party that provides a research service; here: the university)

§ 1

Task of the Project

Under the short reference “_____” the Contractor assumes a research task, the detailed nature and scope of which are described in the appendix. The appendix forms a part of this contract.

§ 2

Conduct of the Project

The project will be carried out by the Contractor at _____ (name of the scientific institution) under the responsible scientific direction of _____ and in close cooperation between the contracting parties. For the realization of the research task, the University intends to employ the following person(s):

Interim reports will be submitted by _____ (date). The final report must be submitted to the Principal by _____ (date).

Should one of the parties obtain access to confidential documents belonging to the other party, it will ensure confidential treatment of these documents by its employees. This includes any sensitive information communicated from one party to the other.

¹ For externally funded projects whose results are likely to contain new inventions.

§ 3

Remuneration

In return for conducting the project and transferring its results, the Contractor will receive the amount of € _____ from the Principal. In case the work contains any new inventions, then the additional provisions agreed upon in § 5 (2) apply.

The aforementioned amount, which includes the utilization fee for the university resources, will be provided by the Principal in the following installments.

- € _____ upon formation of the contract
- € _____ by _____ (date)
- € _____ by _____ (date)

Payments must be made to the Universitätskasse. The relevant bank details will be communicated in the first invoice.

Should any payments made under this contract be or become subject to value added tax, this tax will be billed in addition to the stipulated amount. In this respect, the Principal waives his right to invoke the Statute of Limitations.

§ 4

Results and Publications

Both contracting parties agree that the Principal owns the results obtained during the conduct of the project. Any reports prepared in fulfillment of this contract pass into the Principal's property upon delivery.

In consideration of his statutory duties, the Contractor has the right to publish the work results in customary academic form and to use them in research and teaching. The Principal has the opportunity to register industrial property rights for any of the research results or to put these to use in an industrial context during a period of six months before these results may be publicized. Students, doctoral candidates and postgraduates working on the project may use the results in their respective examination papers and submit these to the relevant offices in such a way that the formal legal requirements for obtaining their respective degrees are met. With regard to the setting of deadlines and time schedules, the respective examination regulations take priority over all other agreements.

§ 5

Inventions and Copyrights

Should the fulfilment of this contract result in work products potentially containing any inventions, then the project management will notify the Contractor of these. The Contractor will claim "employee inventions" for himself without any reservations. The Contractor will also ensure by means of appropriate agreements that all inventions which are not "employee inventions" will

be transferred to him. He will furthermore transfer all inventions in the sense of § 5 (1) sentences 2 and 3 – notwithstanding the provision agreed upon in § 4 sentence 2 – to the Principal without any undue delay. The project management will directly and confidentially submit a report to the Principal, giving a detailed description of the work results and of any possible inventions these may contain.

In return for the transfer of any inventions according to subsection 1 above and in consideration of the inventor's remuneration payable by the Contractor in pursuance of § 42 (4) of the "Employee in Invention Act" ("ArbNErfG"), the Principal makes to the Contractor a lump-sum payment of ___% of the sum stipulated in § 3 (1) sentence 1 for each invention. This sum becomes due upon transfer of the innovation to the Principal; § 3 (3) and (4) apply accordingly. Should the Principal decide to exploit an invention transferred to him, the legal relations between Principal and Contractor are those specified in the general remuneration regulations of the ArbNErfG.

The sums payable in pursuance of § 5 (2) are reserved for research purposes – in as far as they are not to be used by the Contractor as inventor remuneration according to § 42 (4) ArbNErfG – and they will be placed at the project management's disposal.

Should the Principal fail to make use of a registered protection right within two years of the termination of this contract, or should he not allow its usage by a third party within said time, he will grant both the Contractor and the inventor permission to transfer the protection right to their own name at their own expense.

Should any project results be subject to copyright law, the Contractor will be authorized by the project management to grant the Principal the exclusive and transferable right to use these results and/or to allow their usage by third parties – notwithstanding the provision agreed upon in § 4 (2).

As a cosigner of this contract, the project management authorizes the Contractor to act on its behalf in the situation outlined in subsection 5. By cosigning, the project management also guarantees the Principal that it will not to make use of the right laid down in § 42 (2) sentence 1 of ArbNErfG.

§ 6

Warranty and Liability

The Contractor warrants the fulfillment of the obligation assumed in § 1 with the proviso that he will work towards the best possible results with due regard to the most current scientific knowledge. In consideration of the academic nature of the task assumed by the Contractor, any further warranty claims shall be excluded.

Claims for damages against the Contractor, against any persons employed by him for the realization of the research project, or against the State of North Rhine-Westphalia can be filed only in cases of wilful intent and gross neglect of duties and are limited to the amount of remuneration payable under this contract. Personal injury will be compensated in accordance with statutory law.

§ 7

Termination

This contract can only be terminated for good cause. In this case the Contractor is obliged to hand over all work results so far obtained. The Principal has the duty to reimburse the Contractor – up to the remuneration amount stipulated in § 3 – for all project-related expenses which the latter could reasonably consider as necessary and statutory until the time of termination.

§ 8

Final Provisions

This contract becomes valid upon signature by both parties.

Alterations and amendments of this contract – including this clause (§ 8) – need to be made in writing in order to be valid.

Claims arising out of this contract cannot be transferred without obtaining the other party's consent in writing.

Should any single provisions of this contract be or become wholly or partly invalid, the remaining provisions will remain in full force and effect. In the case of the invalidity of single provisions, these will be substituted by the contracting parties with provisions that best ensure the fulfillment of the contractual purpose; the same applies to any potential gaps in the provisions of this agreement.

The jurisdictional venue shall be Münster/Westphalia.

_____ (place), _____ (date)

Münster, _____ (date)

Rektorat – Der Kanzler

Principal

(for the Kanzler)

Project Management