

Research Contract, Standard Form C¹

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 degree 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 then inform the Principal of all inventions which have been disclosed to him, which were made conducting the project and which are considered "employee inventions" within the meaning of

the "Employee Invention Act" (ArbNErfG); he will claim these inventions without any reservations and apply for industrial property protection in his own name. Should he intend not to claim any such invention, he will make this known to the Principal immediately. In case the Principal shows interest in obtaining industrial property protection, he can notify the Contractor of this interest within a period of two weeks after the receipt of the aforementioned information. The parties will then reach an understanding as to the taking of any further steps.

The Contractor will ensure by means of appropriate agreements that any inventions made by persons which are acting on his behalf, but which are not his immediately his employees during the conduct of the project, are transferred to him. In any other respects, the provision made in the previous section applies.

With regard to inventions in the sense of subsections 1 and 2, the Contractor offers the Principal the option to sign a license agreement (alternatively: to sign a sales contract). This option concerns the acquisition of an exclusive license (alternatively: the acquisition of the entire invention) under conditions that are economically appropriate and must be agreed on in each case individually. The Principal's option is limited in time to two months after the receipt of the notification of the invention's disclosure. The intention to exercise this option must be communicated to the Contractor by registered mail. Notwithstanding the conclusion of a license agreement (alternatively: the acquisition of the invention by the Principal), the Contractor retains the right to use the invention in research and teaching free of any charge.

Should the Contractor intend to alienate an industrial protection right, he will first offer its transfer to the Principal against payment.

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 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 in the performance of his obligation, or against the State of North Rhine-Westphalia can be filed only in cases of willful intent and gross neglect of duties and are limited to the amount of remuneration payable under this contract. Physical injuries to persons 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 for all project-related expenses which the latter could reasonably consider as necessary and statutory until the time of termination – up to the remuneration amount stipulated in § 3 .

§ 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 in 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