CONTRACT

**for the performance of a**

**research and development project**

The following Contract for the performance of a research and development project is hereby concluded

by and between

the company

represented by

 (hereinafter the "Company")

and

the University of Bremen, Bibliotheksstraße 1, 28359 Bremen,

represented by the rector

 (hereinafter the "University")

Section 1

Project specification

(1) Purpose of the Contract shall be the performance of the research and development project

 “.............................”

 in accordance with the project specification contained in ............................. (Appendix).

 The contractual partners shall undertake the research and development works (hereinafter the "R&D Works") whose scope and nature are described in detail in the Appendix.

(2) The provisions of Sections 74 and 75[[1]](#footnote-1) of the Bremen University Act *(BremHG - Bremisches Hochschulgesetz)* shall apply to the implementation and performance of the project at the university.

(3) The University shall provide the R&D Works assumed by it under the managerial direction of ..............

Section 2

Deadlines

(1) The project shall commence on .........

 The term of the project shall end on ............

 The periods and deadlines specified in the Appendix shall be observed during the performance of the R&D Works.

(2) The University shall submit a final report by ............. An interim report which shall provide information on the status of the works shall be submitted by ...........

Section 3

Costs, financing

(1) In consideration of all the costs of the R&D Works assumed by it under the Contract, the University shall receive a cost contribution in the total sum of:

EUR ..............

(in words: )

 plus statutory sales tax.

 Special services arranged by the University which do not form part of the specifications contained in the Appendix shall be separately charged on a cost basis. Section 8 shall remain unaffected.

(2) Payment shall be made on the basis of the invoices issued by the University as follows:

|  |  |  |
| --- | --- | --- |
| After execution of the Contract: | EUR | plus sales tax |
| Date: | EUR | plus sales tax |

 The payments together with a statement of the respective invoice numbers shall be made to account no. 10 70 500 007 held by the University of Bremen at the Bremer Landesbank (sort code (BLZ): 290 500 00).

(3) Statutory rules shall apply in the case of payment default. The University may also demand compensation from the Company for additional loss and damage due to default.

Section 4

Warranties, liability

(1) The University shall undertake the agreed R&D Works to the best of its ability and in accordance with the latest state of knowledge and technology developed by or known to it. The University shall not provide any further warranties.

(2) The University shall only be liable for intentional or grossly negligent conduct. Its liability for gross negligence shall be limited to proven loss or damage not exceeding the Contract price. It shall not be liable for consequential loss or damage caused by defects.

Section 5

Duty to cooperate

(1) The contractual partners shall agree on the information which is required to fultull the research and development tasks and will mutually provide this information in due time and make available the necessary documents, objects and resources. Each party shall provide the other party with the name of a competent employee who can provide the required information for the planned performance of the works and who can initiate decisions.

(2) Paragraph 1 shall apply by analogy if additional support on the part of the Company such as the performance of project works, the provision of tools or of other Company services in connection with the performance of the R&D Works is required in accordance with the Appendix.

Section 6

Acceptance, reservation of title

(1) If the results of the research and development project take the form of physical objects (apparatus, prototypes etc.) or of other services capable of acceptance, the acceptance shall so far as possible require the compilation of an acceptance report. In the absence of a contrary agreement, the place of acceptance shall be the University’s headquarters. If there is no acceptance despite a request from the University then in the absence of any other agreement the results of the research and development project shall be treated as having been accepted six weeks after the request for acceptance is made.

(2) The Company shall acquire the ownership and right of use of the research and development results upon its full payment of the cost contribution agreed under Section 3 (1).

Section 7

Confidentiality

The contractual partners shall treat as confidential all the operational information which they acquire within the framework of this project which is expressly designated as confidential and shall not disclose this information to third parties without the agreement of the other contractual partner.

Section 8

Rights to the results

(1) With the exception of those results capable of legal protection as industrial property, the results of the R&D Works shall, subject to the University’s claims under Para. 3, be transferred to the Company on the handover of the final report. Section 6 (2) shall remain unaffected.

(2) With regard to the copyrights in the work which shall accrue to the University, the Company shall, subject to the provisions of Para. 3, acquire a non-exclusive and assignable license unlimited in time and space to use these results in any manner and in an altered or unaltered form (in particular it may process or duplicate them or arrange for them to be duplicated) and shall also acquire the right to grant user rights to third parties for all forms of use.

(3) Without prejudice to paras.1 and 2, the University shall retain for its own research and teaching purposes a non-exclusive license to use the rights and results which shall be unlimited in time and space.

Section 9

Accrual of intellectual property rights

(1) Inventions discovered in the field of the research work undertaken by members of the University during the term of this Contract shall exclusively accrue to the University. The University may file patent and/or copyright applications without restriction in its own name and right. The University shall inform the Company in this regard.

(2) Inventions jointly discovered in the field of the research work by members of the University and employees of the Company during the term of this Contract shall without restriction be claimed by the contractual partners vis-à-vis their members and employees. The University and the Company shall file national patent and/or copyright applications jointly in their own name. The contractual partners shall mutually inform each other without delay in this regard and shall agree the extent of their respective shares in the invention and shall record the result of this agreement in writing. The contractual partners shall jointly hold such intellectual property rights. The resulting costs shall be borne by the contractual partners in proportion to their respective shares in the invention. The contractual partners shall settle and agree in which countries intellectual property rights shall be protected no later than three months prior to the expiry of the priority right. Each contractual partner may only dispose of its own share in the intellectual property rights after it has received the prior written consent of the other contractual partner. Consent may not be unreasonably withheld.

(3) The University shall inform the Company if it does not wish to register a patent for inventions under paras. 1 or 2.

Section 10

Exploitation of intellectual property rights

(1) In exchange for a reasonable consideration the University shall grant the Company an option for a contract for an exclusive license for the exploitation of the intellectual property rights which arise within the framework of the research works. The details shall be specified by the license agreement which is concluded.

(2) The term of the option shall be limited to a period of three months from the conclusion of the research works. A charge shall be made for an extension of the term of the option.

(3) The option shall be exercised by the Company in writing by a registered letter addressed to the University.

(4) If in the case of jointly registered intellectual property rights the Company wishes to commercially exploit its right of use, it shall agree an appropriate fee with the University for the University’s share in the intellectual property rights. The Company and the University need to mutually agree on third-party use.

Section 11

Confidentiality, publication

(1) The contractual partners shall keep confidential vis-à-vis third parties the information which they acquire in connection with their performance of the Contract which could affect their respective intellectual property rights.

(2) It is hereby agreed that the results of the work performed under the R&D Contract shall be published within a reasonable period. The publication shall contain a reference to the cooperation of both contractual partners. A publication by one of the contractual partners shall require the agreement of the other. The particular interests of the other contractual partner shall be taken into account when determining the time and content of the publication.

Section 12

Cancellation

(1) A contractual partner may only cancel this Contract by registered letter for good cause. Unless particular circumstances justify immediate termination, the cancellation period shall be two months for the first day of the subsequent month. The date of the receipt of the registered letter by the other contractual partner shall be decisive in determining whether the correct notice of cancellation has been provided.

(2) Good cause in the sense of para.1 sentence 1 shall generally only exist if the objective and personal criteria for the performance of the R&D works have lapsed or if insolvency proceedings have been commenced in respect of a contractual partner’s assets or if the obligation to cooperate (Section 5) has been breached or if there has been a serious breach of another obligation under this Contract.

(3) In the case of a premature termination of this Contract the Company shall reimburse the University the costs hitherto incurred by the University. The costs of the University which arise in respect of obligations which can no longer be performed at the correct time or not at all shall be reimbursed by the Company if the termination is attributable to the Company.

(4) The R&D Works shall so far as possible, given the developed state of the R&D works by the date of the termination of the Contract, be wound up without delay; the rules which govern the ordinary expiry of the Contract shall apply mutatis mutandis. No additional entitlement to compensation shall exist on account of a premature termination of the Contract.

Section 13

Place of Jurisdiction

The place of jurisdiction shall be Bremen, Germany.

Section 14

Alteration/Ineffectiveness

Alterations and additions to this Contract and supplementary agreements shall only be effective if in writing. Should a provision of this Contract be or become invalid, this shall not affect the validity of the remaining provisions. The contractual partners shall substitute the invalid provision(s) with rules which achieve the same result.

Section 15

Entry into force

This Contract shall enter into force upon its execution by both parties.

On behalf of the Company: On behalf of the University of Bremen:

 , Bremen,

…………………………..

1. Anm. des Übersetzers: Wir sind davon ausgegangen, dass §§ 74 und 75 gemeint waren und das f hinter 74 für "folgender" stand. Es ist für den Leser klarer, beide Vorschriften zu nennen. [↑](#footnote-ref-1)