

**Cooperation agreement  
between the following  
research institutions and industrial enterprises**

1. The State of Bavaria,  
represented by the University of Bayreuth,  
represented by the President of the  
University of Bayreuth  
95440 Bayreuth  
acting here:  
Chair/Institute/Professorship of  
Prof. Dr.

2.

3.

- hereinafter individually and jointly referred to as "**partners**" -

The following agreement on scientific cooperation in the field of

is concluded:

## **Preamble:**

### **1. Object of the agreement**

1.1 The subject matter of the agreement is scientific cooperation

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1.2 The respective scope of services for the individual contracting parties as well as the time schedule shall result from the overall work schedule and time schedule, including all updates, attached to this agreement as an annex.

### **2. Implementation of the cooperation**

2.1 The partners use qualified employees to carry out the cooperation according to the requirements.

Each partner appoints a project coordinator:

The project coordinators are responsible for the proper implementation of the cooperation.

Should a project coordinator resign during the term of the agreement or for any other reason give up project management, an equally qualified staff member may be appointed as successor after notification to the other partner(s). If this is not possible or if the other partner(s) do not agree with the named successor for a justified reason, the agreement can be terminated prematurely.

2.2 The partners shall exchange with each other all information necessary for the implementation of the cooperation.

2.3 The partners will hold regular meetings to report on the progress of the cooperation and to clarify any outstanding issues. The time, place and participants will be agreed by the project coordinators.

2.4 The partners shall provide the resources necessary for the implementation of the cooperation.

2.5 No partner is entitled to legally represent the other partner.

2.6 The assignment of claims or rights from this agreement is excluded.

2.7 Cooperation with third parties requires the written consent of the other partner(s). In the case of cooperation with third parties, it must be ensured that the rights and obligations arising from this agreement are not impaired.

### **3. Existing industrial property rights and know-how, industrial property rights of third parties**

- 3.1 The partners shall remain owners of the inventions made by them prior to the start of the cooperation and of the industrial property rights applied for or granted to them, as well as of the know-how developed by them prior to the start of the cooperation.
- 3.2 Prior to commencement, the partners shall inform each other regularly and to the best of their knowledge and belief about the existence of pre-existing industrial property rights and know-how pursuant to Section 1, insofar as these are necessary for the performance of the work or the use of the work results, as well as about the extent to which third parties are entitled to use such rights and the extent to which the respective partner is restricted in use.
- 3.3 Insofar as existing industrial property rights and know-how of the partners are necessary for the implementation of the cooperation in accordance with Section 1 and there are no opposing rights of third parties, the partners shall grant each other a free, non-transferable, non-exclusive right of use limited to the duration and purpose of the cooperation.
- 3.4 Insofar as pre-existing industrial property rights and know-how pursuant to para. 1 of the partners are required for the use of the work results and no rights of third parties conflict with them, the partners may grant each other an option to conclude a licence agreement at customary market conditions.
- 3.5 The partners inform each other to the best of their knowledge and belief about the industrial property rights of third parties known to them. Insofar as third-party industrial property rights are required for the performance of the work or the use of the work results, the partners shall agree to this separately.

### **4. Work results**

- 4.1 Work results shall refer to all results, including reports and documents produced, obtained by the partners in carrying out their cooperation (e.g. know-how, inventions, results protected by copyright, software).
- 4.2 Work results in which only employees of one partner are involved belong to this partner.
- 4.3 Work results involving employees of several partners belong jointly to these partners. In the case of joint inventions, the partners will agree on the release, registration and payment of costs as well as for the maintenance and defence of industrial property rights, and they will reach a written agreement on this within the notification periods stipulated by the Employee Invention Act (ArbNErfG).
- 4.4 The partners grant each other a free, non-exclusive and non-transferable right to use the results of their work for the duration and purpose of the cooperation and beyond that - with the exception of results that are eligible for protection - for their own scientific purposes in research and teaching.
- 4.5 The partners can grant each other further rights of use at customary market conditions.

## **5. Confidentiality**

- 5.1 The partners shall treat the confidential information (in particular knowledge, documents, tasks and business processes) of the other partner(s) transmitted to them and their employees on the basis of this contract as confidential, shall not make it accessible to third parties and shall use it exclusively for the purpose of implementing this contract. All information that is expressly marked as confidential or whose need for confidentiality arises from the nature of the subject matter shall be regarded as confidential information. These obligations shall expire after a period of 3 years from the termination of this agreement. The partners shall ensure that the employees and third parties involved in the cooperation maintain the confidentiality described above.
- 5.2 Confidentiality obligations shall not apply if and to the extent that the relevant information can be shown to be generally known or becomes generally known through no fault of the receiving partner, or
- were or are lawfully obtained from a third party, or
  - are already in place at the receiving partner or are being developed independently of the collaboration, or
  - were disclosed after the disclosing partner had waived confidentiality obligations in writing, or
  - have been duly disclosed by administrative or judicial order.

## **6. Publications**

- 6.1 Each partner may publish its own work results.
- 6.2 Publications containing the work results of another partner shall be coordinated in advance. The other partner will not withhold its consent to publication without good cause. If the partner does not object to one of the publications submitted to him/her (original text) within one month of receipt of the complete documents, his/her consent is deemed to have been granted.
- 6.3 The partner(s) acknowledge(s) the fundamental obligation of the University of Bayreuth to publish the type, subject matter and findings of the research work carried out at the University of Bayreuth. If doctoral or postdoctoral projects are affected by the cooperation, the partner(s) will take appropriate account of the legal obligations and legitimate interests of the doctoral or postdoctoral candidates.

## **7. Liability**

- 7.1 The partners shall carry out the work completed by them within the framework of the cooperation properly and to the best of their knowledge, taking into account the state of the art in science and technology. In particular, there is no guarantee that the results produced by them on the basis of this cooperation are economically and

technically usable and free of third-party industrial property rights. However, as soon as a partner becomes aware of such intellectual property rights, it will inform the other partners accordingly.

- 7.2 The partners, their legal representatives and vicarious agents shall be liable in the event of a breach of material contractual obligations, i.e. obligations which make the proper execution of the contract possible in the first place and on the observance of which the other partners may regularly rely, for intent and any negligence; in the event of simple negligence, however, liability shall be limited to the foreseeable damage typical of the contract.
- 7.3 Otherwise, the partners, their legal representatives and vicarious agents shall only be liable to each other for intent and gross negligence.
- 7.4 Liability pursuant to Section 7.3 for indirect damages and consequential damages is excluded in the case of gross negligence.
- 7.5 The aforementioned limitations or exclusions of liability in Sections 7.1 to 7.4 shall not apply in the event of injury to life, limb or health or in the case of claims by a partner manufacturing a product in accordance with the Product Liability Act.
- 7.6 The partners shall, within the framework of the cooperation, transmit information with the care customary in their own affairs. The partners are not liable for the correctness and completeness of the information provided by them within the framework of this agreement, nor for any damage whatsoever resulting from the use of this information, either during the period of cooperation or after the end of the contract. The terms of 7.1 to 7.5 shall remain unaffected by this.

## **8. Final provisions**

- 8.1 Should any provision of this agreement be or become invalid, this shall not affect the validity of the remaining provisions of this agreement. Rather, the provision is to be replaced retroactively by a provision which is legally permissible and whose content comes closest to the original provision.
- 8.2 Amendments and supplements to this agreement must be made in writing.
- 8.3 This agreement shall enter into force upon signature by both parties and shall terminate on .
- 8.4 The sole place of jurisdiction shall be Bayreuth; the applicable law shall be German law to the exclusion of the conflict-of-law provisions of international private law.

### **Annex:**

- Overall work plan and schedule

Bayreuth,

University of Bayreuth

Project Coordinator:

- Provost -

Chair/Institute/Professorship of

Dr. Nicole Kaiser

Name & Signature, Project Coordinator

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Place, Date

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Company / Institution (stamp and legally binding signature)

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Place, Date

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Company / Institution (stamp and legally binding signature)