

Service Agreement

Between

represented by

- hereinafter referred to as the **Principal** -

and

the State of Bavaria,
represented by the University of Bayreuth,
in turn represented by its President
95440 Bayreuth

Implementing entity:

Research group/ institute: _____

- hereinafter referred to as the **Agent** -

the following contract is concluded.

§ 1 Subject matter of the agreement

The Agent shall provide the service as described below by [date:] _____:

§ 2 Remuneration

(1) For the service described in § 1, the Agent shall receive total remuneration in the amount of
€ _____ (in words: _____) plus statutory value added tax.

(2) The amount referred to in paragraph 1 shall be paid by the Principal as follows:

€ _____ (in words _____) plus the statutory value added tax
after signing the contract,

€ _____ (in words _____) plus the statutory value added tax on
[date:] _____

€ _____ (in words _____) plus the statutory value added tax on
[date:] _____

Payment shall be made in each case after invoicing by the Agent to an account to be designated by him/her.

§ 3 Delivery dates

Delays in performance for which the Agent is not responsible shall entitle the Agent to adjust the delivery date accordingly.

§ 4 Place of performance

The place of performance shall be the Agent's production site.

§ 5 Liability

(1) The Agent shall ensure that the work is carried out with the care customary for him/her and on the basis of the state of the art in science and technology known to him/her.

(2) The Agent shall be liable

- in the event of breach of material contractual obligations for intent and any negligence. Liability is limited to the amount of the order sum; liability for consequential damage and financial loss (e.g. loss of profit) is excluded.
- otherwise, only for damages caused by intent or gross negligence. Liability is limited to the amount of the order sum; liability for consequential damage and financial loss (e.g. loss of profit) is excluded.

(3) The limitations and exclusions of liability do not apply to

- claims under the Product Liability Act;
- claims due to fraudulent conduct of a contractual partner;
- claims arising from liability for guaranteed performance characteristics;
- damages resulting from injury to life, body, or health.

§ 6 Applicable law, place of jurisdiction

The present agreement shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Bayreuth.

§ 7 Effective date

The present agreement shall enter into force on the date of signature.

§ 8 Miscellaneous

(1) The provisions of the German Civil Code shall apply in addition to this agreement.

(2) Changes and additions to the present agreement must be made in writing. This also applies to the waiving of the formal requirement.

(3) Should one of these contractual conditions be or become invalid, this shall not affect the validity of the remainder of the agreement.

Bayreuth, [date:] _____

University of Bayreuth

[place:]_____ [date:] _____

AGENT

Provost's signature

Agent's signature

Implementing entity: _____

Research group/institute: _____

Bayreuth, [date:] _____

Signature