

Cooperation agreement for *XXX joint projects*
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.

and

- 2.

- 3.

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

to be used for the joint implementation of the cooperative project

- hereinafter referred to as the "joint project" -

The following is agreed:

Preamble:

Collaborative projects are collaborations of several industrial partners and/or research partners with the aim of working on longer-term issues in the pre-competitive phase across companies. The partners have each submitted a separate application for a grant from the _____ for one area of the joint project.

The lead partner of this project is _____.

The partners agree, subject to appropriate funding by the _____, to cooperate within the framework of this joint project in accordance with the following provisions.

1. Object of the agreement

1.1 The object of the agreement is cooperation in the implementation of the joint project funded by the _____.

" _____ / _____ / _____ "

1.2 The respective scope of services for the individual contractual partners as well as the time schedule shall result from the grant notices of the _____ (as amended) as well as from the project outline plan, in particular from the overall work plan and time schedule, including all updates, attached to this agreement as an annex.

2. Execution of the work

2.1 The partners undertake to carry out the joint project in accordance with the necessary and coordinated tasks and subtasks under the terms of the relevant project description and the overall work plan and schedule, including all updates. The partners exchange the contents of the grant notices, task descriptions, schedules and all information necessary for the implementation of the joint project.

2.2 Moreover, each partner is responsible for carrying out the R&D tasks it undertakes vis-à-vis the _____.

3. Coordination

3.1 The project is coordinated by _____ . Until further notice _____ appoints his/her employee _____ as the responsible project lead. In particular, the project lead has the task of coordinating the work of the individual partners with regard to both subject matter and scheduling. If deviations from the overall work plan and timetable occur, he/she will draw the attention of the partners and the lead partner to them as early as possible and propose measures to overcome any difficulties that have arisen.

3.2 If deadlines cannot be met, the project coordinator must be informed immediately. He or she will then inform the partners concerned and the lead partner.

3.3 The Project Coordinator shall prepare the working meetings necessary for the implementation of the overall work plan and timetable (at least once every six months), invite them at a reasonable time with the agenda attached, chair the working meetings and be responsible for drawing up and sending the minutes of the meetings. The meetings are attended by representatives of all partners.

- 3.4 The Project Coordinator shall not be entitled to make or receive legally binding declarations for the other partners or to receive or make payments to or on behalf of the other partners.
- 3.5 Each partner will name a contact person (sub-project manager) responsible for their work with address, telephone number, fax and e-mail. The project coordinator and all partners must be informed immediately of any change of sub-project manager.

4. Rights to findings/property rights

- 4.1 Work findings shall refer to all results, including reports and documents produced, obtained by the partners in the performance of their work under the joint project (e.g. know-how, inventions, results protected by copyright, software). In principle, the partners are obligated to apply for patentable results. Background information refers to all knowledge gained outside the collaborative project and contributed to the cooperation by a partner.
- 4.2 Work findings in which only employees of one partner are involved belong to that partner.
- 4.3 Work findings involving employees of several partners belong jointly to these partners. In the case of inventions, the partners will agree on the application (including the lead management in the individual case), maintenance, defence, costs as well as the use of joint inventions; the partners will agree on the details of each individual case in an amicable manner.
- 4.4 The partner who applies for an industrial property right for an invention created within the scope of the joint project will inform the other partners.
- 4.5 If a partner waives the application and/or maintenance of his industrial property right or a share of the industrial property right to which he is entitled pursuant to Section 4.3, he/ she shall offer the industrial property right or his/her share of it or the application for it to the other partners for transfer to them on customary market terms; the partners shall make a separate agreement on the details of the transfer in each individual case. For joint inventions, the offer is first made to the partners involved in the joint invention.
- 4.6 Each partner bears the employee inventor's compensation to be paid to its own employees.
- 4.7 Each partner acknowledges that acts of use within the framework of the processing of the project do not constitute a right of prior use with regard to the information and objects obtained from the other partners. You will not apply for any intellectual property rights with regard to the information and objects obtained from the other partners.
- 4.8 The partners grant each other a non-exclusive, non-transferable and royalty-free right of use for the purposes and duration of the joint project in respect of the work findings, including inventions, as well as the background information and copyrights contributed by the partners during the execution of the joint project, insofar as this is necessary for the execution of the respective project share of the other partner. The right of use may be revoked in the event of gross misuse on the part of the respective licensee.

Sentence 1 shall not apply if

- the granting of the rights of use to the partner concerned is not legally possible, e.g. due to conflicting industrial property rights of third parties, or
- the essential business interests of the partner conflict with the granting of the rights of use.

4.9 If a partner makes work findings, including inventions, and background information and copyrights available to another partner for the realization of the project, the ownership rights of this providing partner remain unaffected. Any work results, background information and intellectual property rights provided will be used exclusively by the recipient and within the framework of this joint project.

4.10 For purposes outside the collaborative project and after completion of the joint project, the exploitation plan shall apply (see Annex).

5. Financing

Each partner shall bear its own costs incurred in connection with the implementation of this agreement, using the grant.

6. Other cooperation/external R&D services

6.1 Where a partner cooperates with a third party in the course of the joint project, it shall ensure that the other partners are granted at least the same rights to the results of the third party as they would have had if the results had been produced by the partner itself.

Before awarding contracts for R&D work in the course of the joint project, the other partners must be informed in writing of the intended award of the contract.

6.2 The partner who places an order to carry out its work within the scope of the joint project shall be responsible for this and shall in particular be responsible for ensuring that the contractor complies with the obligations governed by Section 7.

7. Confidential treatment/publications

7.1 The partners will treat as confidential the information marked as confidential, which has been provided to them by the other partners within the scope of this agreement, even after termination or withdrawal from this agreement, and will not disclose it to third parties, unless otherwise required by the funding terms and conditions.

7.2 These obligations pursuant to 7.1 shall not apply to such information which can be shown to

- be generally known through publications or the like, or
- become public property through no fault of the receiving Partner, or
- which have been entrusted to a Partner by third parties without any obligation of confidentiality or

- were already known to the receiving Partner prior to notification by another Partner, or
 - are the result of work carried out by employees of the receiving Partner without the employees concerned having access to the information.
- 7.3 The partners will also take the usual and reasonable measures for their employees with regard to the confidentiality of the information in accordance with these regulations.
- 7.4 Each partner can publish its own work findings. The joint project must be referred to in a suitable form. There is an obligation to inform the other contractual partners in advance of the publications in order to safeguard legitimate interests.
- 7.5 If a partner intends to make publications or press releases which also concern the work share of another partner, the prior written consent of the other partner is required. Consent for publications or press releases is deemed to have been given if the other partner does not object to the publication within 6 weeks of sending the text. Such consent shall not be unreasonably withheld. In particular, consent to the publication of scientific and technical details in the field of an invention may be refused if this could be detrimental to obtaining an intellectual property right. If a partner intends to publish scientific and technical details in the field of an invention of another partner, the obligation to obtain the consent of the other partner shall continue 3 years after termination of this agreement.
- 7.6 Confidentiality ends 3 years after the end of the joint project.

8. Duration of the cooperation agreement

- 8.1 Subject to the funding of the _____, this agreement shall enter into force on _____ once all partners have signed the agreement at the beginning of the term of the joint project in accordance with the approval notices, and it shall end once the funding provider has accepted the joint final report, unless they are terminated or otherwise ended beforehand.
- 8.2 Each partner is entitled to terminate this contract for good cause. Good cause is present, in particular, if there is a substantial restriction or modification of the funding, the funding vis-à-vis one or more partners is discontinued or reduced, a partner leaves or if the results show that the objective of the joint project cannot be achieved. Notice of termination must be given in writing to the lead partner, the project coordinator and the partners. The cancelling partner will prepare a final report and, on request, return the documents, documentation, data carriers and objects received from other partners. The agreement between the other partners shall not be affected by the withdrawal of the terminating partner.
- 8.3 In the event of termination by a partner, its obligations under Section 2 shall terminate. Its obligations under Section 4.8 (in respect of the work results achieved by it up to the time of termination), 4.9 shall continue to exist and shall expire upon termination of the project. Points 7, 8.3, 9 and 11.5 remain in force.

9. Warranty/liability

- 9.1 The partners shall carry out the work undertaken by them within the framework of the joint project properly and to the best of their knowledge, taking into account the state of the art in science and technology. The partners do not guarantee that the results achieved by them due to this cooperation are free from the intellectual property rights of third parties. However, as soon as a partner becomes aware of such intellectual property rights, it will inform the other partners accordingly.
- 9.2 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.
- 9.3 Otherwise, the partners, their legal representatives and vicarious agents shall only be liable to each other for intent and gross negligence. In the event of gross negligence, liability shall be limited to the amount of the respective damage.
- 9.4 This liability according to clause 9.3 for indirect damages and consequential damages is excluded in the case of gross negligence.
- 9.5 The aforementioned limitations or exclusions of liability in Sections 9.1 to 9.4 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.
- 9.6 The partners shall, within the framework of the cooperation, carry out the transmission of 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 9.1 to 9.5 shall remain unaffected by this.

10. Inclusion of further partners in the cooperation

If the _____ intends to grant grants to other companies or research institutions as part of the joint project, these are entitled to accede to the agreement on the basis of an additional agreement to be concluded at that time, subject to conditions to be agreed on a case-by-case basis.

11. Final provisions

- 11.1 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.
- 11.2 No partner shall be entitled to assume any obligations with effect for other partners without their prior express written consent.
- 11.3 Amendments and supplements to this agreement must be made in writing.
- 11.4 Possible disagreements arising from this agreement, even those that arise only after its termination, shall be settled amicably by the partners involved. If this is

unsuccessful, the lead partner should first be asked, followed by the
, to bring about a balance of opinion.

- 11.5 The rights of the _____ remain affected by this agreement and take precedence over it .The obligations of the partners towards the _____ arising from their respective funding decisions shall also remain unaffected by this agreement and take precedence over it.
- 11.6 The sole place of jurisdiction is Bayreuth, and the applicable law is German law to the exclusion of the conflict rules of international private law.

Annex:

- Information Sheet: Applying for Project Funding for the Design of Cooperation Agreements for Joint Projects (_____ - Form XXX)
- project outline
- exploitation plan

Bayreuth,

University of

Bayreuth - Provost -

Project Coordinator:

Chair/Institute/Professorship of

Dr. M. Zanner

Name & Signature Project Coordinator

Place, Date

Company / Institution (stamp and legally binding signature)

Place, Date

Company / Institution (stamp and legally binding signature)