**C O N T R A C T**

The following Research and Development (R&D) contract is hereby concluded

between ....................................................

 (address)

- the Client -

represented by:

 ....................................................

 (e.g. managing director; with first name and surname)

and Technische Universität Dresden

 01062 Dresden - the Contractor (TUD)

-

 represented by the Chancellor (*Kanzler*)

for the project: ....................................................

 ....................................................

 ....................................................

Executing body at TU Dresden:

 ....................................................

 ....................................................

 (e.g. Institute of .........)

Project manager: .................................................... Tel./Fax/Email:

Persons responsible for the work/ Contact persons:

Client: ....................................................

 .................................................... Tel./Fax/Email:

Contractor: ....................................................

 .................................................... Tel./Fax/Email:

**Preamble**

TUD, Institute of ........................ has knowledge and experience in the field of ............................ Cooperation on the basis of this R&D contract will enable scientific procedures to be applied to questions arising in practice and the resulting knowledge and understanding to be used in research and teaching.

The Client is interested in using this knowledge.

(Further and/or more precise details recommended).

**§ 1**

**Subject of the contract**

The subject of the contract is the conducting of the Research and Development project “....................................................” as defined in the description of duties in Annex 1.

**§ 2**

**Conduct of the Research and Development work (R&D work)**

* 1. The tasks set out in Annex 1 shall be conducted in close cooperation between the TU Dresden project manager and the person responsible for the work on the part of the Client.

If the Client requires any amendments that cause TU Dresden to incur additional expenditure, an amendment to the contract must be signed by both parties.

2.2 For the conducting of the R&D work, the Client shall make ...................... available to TU Dresden (until ...............................).

2.3 The results shall be presented to the Client in the form of an interim report by ............................ and as a final report by ............................................ .

**§ 3**

**Remuneration**

3.1 The Client shall share in the funding of the R&D work by providing a sum amounting to

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

(in words: ........................................... EUR) plus VAT at the legally valid rate

(currently 19%)

3.2 The contribution to the costs shall be paid by the Client without deductions by bank transfer within 30 days after the date of the invoice from TU Dresden, citing the invoice number.

3.3 TU Dresden will call for payment as follows:

.......................................... EUR upon signature of the contract as advance payment invoice

.......................................... EUR by ................as advance payment invoice

.......................................... EUR by ................as advance payment invoice

.......................................... EUR after acceptance of the final report as closing invoice.

3.4 The acceptance of the respective reports shall be recorded in a protocol by the Client. After a period of six weeks after delivery of the R&D results, the results shall be deemed to have been accepted if no record of acceptance is received in response to TU Dresden’s request.

The Client shall acquire the right of use of the R&D results after the agreed amount has been fully paid. The property of TU Dresden may not be pledged or assigned as collateral.

**§ 4**

**Confidentiality**

Throughout the duration and after the end of the contractual relationship, the contracting parties undertake not to make accessible to third parties any technical or business information supplied by the other party in connection with this contract that has been expressly designated as confidential. This does not apply to information that is generally accessible to the public or for which TU Dresden or the Client has waived confidential treatment in writing.

**§ 5**

**Publication**

TU Dresden is entitled to publish the findings arising from the research project in the customary academic way and to use the findings in research and teaching, as well as for the acquisition of academic degrees, free of charge.

In publications of the Client, the authors of the scientific findings and TU Dresden shall be referred to; in publications of TU Dresden, reference shall be made to the funding of this project by the Client.

**§ 6**

**Research and Development Results**

**(R&D Results)**

* 1. The R&D results shall be made available to the Client as set forth in the description of duties (Annex 1). For all copyrights, inventions, scientific experience and knowledge resulting from the conduct of the agreed R&D work, including all reports and documents drawn up, the Client shall receive a non-exclusive, transferable and unlimited right of use for all kinds of use. TU Dresden shall notify the Client immediately of any inventions arising from the conduct of the R&D work.
	2. The Client is granted an option on the concession of the exclusive right to use the intellectual property rights arising from this cooperation agreement on the basis of commercially acceptable conditions, which are to be set out in a separate agreement. For each single property right, the option is limited to six weeks after notification has been sent in accordance with para. 6.1, final sentence. If the right of option is exercised, TU Dresden shall retain a non-exclusive right of use for its own research and teaching purposes.
	3. In the case of joint intellectual property rights, paras 1 and 2 shall apply correspondingly to the share attributed to TU Dresden. Neither of the contracting parties is entitled to dispose of its share without the prior consent of the other party.
	4. In addition, the contracting parties shall consult with one another as early as possible in order to coordinate appropriate action concerning the application and exploitation of industrial property rights.
	5. Should existing property rights and/or copyrights of TU Dresden be used in the conduct of the specific assignment and the Client needs these in order to exploit the R&D results, the Client shall be granted a non-exclusive right of use thereto, provided TU Dresden has no conflicting obligations.

**§ 7**

**Warranty and Liability**

* 1. TU Dresden guarantees adherence to approved technical practice, the application of due scientific care and attention and the performance of the agreed work by qualified personnel, but not the actual attainment of the goal of the research and development project.
	2. Warranty is limited to 6 months after delivery of the R&D results.
	3. TU Dresden shall be liable only for intent and gross negligence. Liability shall be limited to the contract value.
	4. No liability shall be assumed in case of loss of production, interruption of business or other consequential loss or damage (including product liability).
	5. No liability shall be assumed for any industrial property rights belonging to third parties that might be violated as a result of use of the R&D results. TU Dresden will, however, inform the Client without delay if it becomes cognizant of any such third party industrial property rights.

**§ 8**

**Duration of the contract**

The contract shall enter into force upon signature by both contracting parties.

The conduct of the project shall begin on .......................... and end on ....................................

Should TU Dresden realise that the amount of time planned is insufficient, it shall inform the Client in writing, giving reasons and proposing alternatives as the basis for a mutually agreed amendment to the time period for completion of the project.

**§ 9**

**Notice of termination**

The contract may only be terminated for an important reason. Notice of termination must be given in writing by registered mail. In this case, the Client is obliged to assume the costs incurred and debts already contracted by TU Dresden up to the time of the notice of termination.

TU Dresden is obliged to submit the results obtained thus far to the Client within a period of 4 weeks.

**§ 10**

**Severability Clause**

Should one or more of the provisions of this contract be or become ineffective, this does not affect the validity of the remaining provisions.

The contracting parties undertake to replace any ineffective provisions as soon as possible by new effective agreements that correspond as closely as possible to the original purpose of the contract. The same applies to any omissions.

**§ 11**

**Miscellaneous**

* 1. The contract shall be printed in duplicate, the Client and the TU Dresden each receiving one copy.
	2. Alterations and amendments to this contract as well as its termination must be made in writing. Any alteration to the written-form requirement must also be made in writing.
	3. Both parties shall endeavor to settle any differences of opinion resulting from this contract by mutual agreement.

11.4 The place of performance and place of jurisdiction shall be Dresden.

11.5 The law of the Federal Republic of Germany shall apply.

11.6 The following enclosures shall be constituent parts of this contract:

Annex 1: Description of duties

 .......................................................

On behalf of the Client: On behalf of TU Dresden:

................., ............................... Dresden, ...............................

.................................................. ..............................................

 Chancellor (*Kanzler*)

..............................................

Project Manager