



## Terms and Conditions for Research Services

### 1. Governing Conditions

The legal relations between Ulm University and the Costumer shall be governed by these terms and conditions.

Terms and conditions of the Costumer shall not be applicable, unless Ulm University explicitly states otherwise.

This contractual relationship is governed by German law excluding the conflict-of-laws rules and the UN Sales Convention (CISG) dated April 11, 1980.

A contract regarding the rendering of research services is concluded by Ulm University's acceptance or confirmation of the offer to conclude a contract by the Costumer („order“), signed by Ulm University's chief financial officer or the head of Division I - Legal and Organisational Affairs, Marketing of Ulm University.

### 2. Results

All rights to the results belong to the Costumer.

The right of Ulm University's employees to be named as the inventors remains unaffected.

Ulm University and its respective employees shall be entitled to use the results for research and teaching purposes in a non-exclusive, non-transferable, cost-free manner without limitations regarding time, location and content.

### 3. Warranty and liability

Ulm University performs the research services with its customary care and according to the state of science and technology known to it. Ulm University does not guarantee that any specific work results will be achieved or that the work results are economically or technically exploitable and free from third-party rights. Ulm University's warranty is reduced to one year.

Ulm University is liable only for property damage and financial loss caused by intent or gross negligence. If essential contractual obligations are breached, Ulm University is liable for intent and negligence. In cases of slight negligence, liability is limited to foreseeable direct damage typical of this type of agreement. Essential contractual obligations are obligations that protect the essential contractual legal positions of the contracting parties to be granted to them in accordance with the content and purpose of the contract. Furthermore, such contractual obligations are essential whose fulfilment is integral to the proper performance of the agreement and on whose observance the contracting party should regularly be able to rely on.

These liability limitations and exclusions do not apply to claims under the German Product Liability Act, in cases of fraudulent behaviour, liability for guaranteed characteristics and injury to life, body or health.

### 4. Confidentiality

The contracting parties will treat any information marked or identified as confidential, disclosed to the other contracting party in written, oral or other form in connection with the performance of the contract as strictly confidential. The confidentiality obligation continues to apply for two years beyond the duration of the contract.

The confidentiality obligation does not apply if and insofar as the information in question is (i) publicly known, or becomes publicly known through no fault of the receiving contracting party, or (ii) was or is lawfully acquired by a third party, or (iii) is already in the possession of the receiving contracting party, or (iv) has been or is being developed autonomously by the receiving contracting party independently of the notification, or (v) must be disclosed by law or by official/judicial order.

Ulm University may disclose information about the existence of this contract, its title and the duration of the project as well as the Costumer. Further contract-related information may only be disclosed and passed on in the event of legal obligations and official or judicial orders. Furthermore, Ulm University refers to its legal obligations under § 41 a Landeshochschulgesetz (Federal State Higher Education Act by the German State Baden-Württemberg).



## **5. Dissemination**

The Customer acknowledges the fundamental interest of Ulm University in scientific publications. Ulm University will make available to the Customer for inspection any manuscripts of planned scientific publications arising from this contractual relationship four weeks before the planned date of publication in case of comprehensive publications. Should the planned publication affect legitimate interests of the Customer, the Customer must notify Ulm University about this in writing in due time. In such case, the Parties will consult on a modification of the planned publication.

The Customer is entitled to request from Ulm University a delay of publication of up to three (3) months to enable intellectual property protection.

Mandatory rights under § 42 ArbNErfG (German Employee Invention Act) to disseminate an invention shall not be restricted. Ulm University will inform the Customer without undue delay if one of its employees notifies Ulm University that he or she intends to publish an invention.

## **6. Legal venue**

The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Ulm, Germany. The contracting partner may however also be sued at its general place of jurisdiction.