Optional contractual provision: (provisions marked as “optional contractual provision” can be kept at user’s option or omitted without replacement)

[\_\_\_\_] alternative clauses and comments of industrial partners / public research institutes

[\_\_\_\_] options, alternatives

(\_\_\_\_) assistance for fill in areas, options, alternatives

\_\_\_\_\_\_\_\_\_\_\_ (to be completed by the user)

[\_\_\_\_] public subsidies

R&D COOPERATION master AGREEMENT

concluded between

\_\_\_\_\_\_\_\_\_\_\_\_\_(university, research institute)

represented by \_\_\_\_\_\_\_\_\_\_\_(name)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address)

(hereinafter referred to as “**Research Institute**”)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name/company name)

a company established under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(e.g. Austrian) law

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_(commercial register number), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(competent court) having its registered office in \_\_\_\_\_\_\_\_\_\_(place)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(name/company name)

a company established under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(e.g. Austrian) law

\_\_\_\_\_\_\_\_\_\_\_\_\_\_(commercial register number), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(competent court) having its registered office in \_\_\_\_\_\_\_\_\_\_(place)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address)

(hereinafter referred to as the “**Industrial Partner**“)

hereinafter referred to jointly or individually as “**Party**” or “**Parties**”.

# DefinitionS

## **Background Technology** or **Background** or **Pre-Existing Intellectual Property**:

**Background Technology** or **Background** or **Pre-Existing Intellectual Property** shall refer to **Results** which were acquired or generated by one **Party** prior to the **Effective Date** or which – with reference to the relevant **Project** – were acquired or generated prior to the start of a **Project** or outside the scope of a **Project**.

Alternative clauses industrial partners / public research institutes (instead 1.1., 1.3. and 1.5.):

1.1. **Pre-Existing Intellectual Property or Background**:

**Pre-Existing Intellectual Property** shall include any and all intellectual property rights as well as know-how and business and trade secrets of one **Party**, irrespective of whether such rights are eligible for IP registration, which came into existence prior to the **Effective Date** or which – with reference to the relevant **Project** – were acquired or generated prior to the start of a **Project** or outside the scope of a **Project** and independently of the use of the **Information** and which this **Party** may lawfully dispose of and use.

1.2. **Results** or **Foreground**:

**Results** or **Foreground** shall refer to all data and information derived from the **Information** and/or resulting from the implementation of a **Project** and all reports which relate thereto.

1.3. **Information**:

Any **Information** which one **Party** receives from another **Party** and which refers to a **Project**.

## **Third Parties**:

**Third Parties** shall refer to all legal or natural persons excluding the **Parties**.

## **Results**:

**Results** shall refer to any and all rights that relate to creations brought forth by human intellect and shall basically comprise intellectual property rights (including, without limitation, trademarks and other signs, patents, utility models, supplementary protection certificates, semiconductor topography rights, designs, copyrights, copyright-related IP rights), know-how, technical improvements as well as business and trade secrets in their entirety.

## **Exclusive License**:

An **Exclusive License** shall refer to a license granted to the licensee entitling the licensee to exploit **Foreground** in a specific contractual territory while no other licensee or the licensor is entitled to exploit the **Results** in the defined contractual territory.

## **Foreground Technology** or **Foreground:**

**Foreground Technology** or **Foreground** shall refer to any and all **Results** generated in the framework of a **Project** and the project objectives defined for the respective **Project**.

## **Joint IP Rights**:

**Joint IP Rights** shall refer to **Results** jointly developed by employees of several **Parties** which are eligible for registration as an **IP right**.

## **Non-Exclusive License**:

A **Non-Exclusive License** shall refer to a license granted to the licensee by the licensor for exploiting **Results** together with the **Licensor** itself and other licensees.

## **Project**:

**Project** shall refer to any R&D undertaking as defined in more detail in the individual annexes to this **Agreement**.

Supplemental clause industrial partners / public research institutes

## **Publication**:

**Publication** shall refer to any form of publication of **Results**, including, without limitation, publications in print media, in electronic media or by way of presentations, lectures or speeches.

## **IP Rights**:

**IP Rights** shall be deemed to arise when **Results** are registered as, for instance, patents, utility rights, supplementary protection certificates, plant variety rights, semiconductor topography rights, trademarks or designs.

## **Effective Date**:

**Effective Date** shall refer to the day when the **Parties** sign this **Agreement**. [**Effective Date** shall be \_\_\_\_\_\_\_\_\_\_\_\_\_(date).]

## **Turnover**:

**Turnover** shall refer to the amount charged by a **Party** [and by its sublicensees] to its/the customers for the exploitation of **Foreground** less any turnover or value added taxes (commissions, discounts, risk premiums, bonuses or annual compensations, payment defaults, etc. cannot be deducted, return deliveries to the licensee cannot be charged).

## **Sublicense**:

**Sublicense** shall be an **Exclusive** or **Non-Exclusive License** granted by the licensee to a further sublicensee designated by it (sublicensee) for exploiting **Foreground** within the scope of the rights granted to the licensee itself.

## **Affiliated Companies**:

**Affiliated Companies** shall refer to a) companies in whose case a **Party** indirectly or directly owns more than half of the capital or the assets of the company or can appoint more than half of the members of the managing or administrative body or the bodies appointed for legal representation or is entitled to conduct the business of the company and b) companies which indirectly or directly have the rights and means of influence mentioned under a) related to a contracting company and c) companies in whose case the contracting companies jointly have the rights and means of influence mentioned under a). Such jointly controlled companies are considered as affiliates of every contracting company.

## **Agreement**:

**Agreement** shall refer to this R&D Cooperation Master Agreement.

## **Access Rights** or **Access**:

**Access Rights** or **Access** shall refer to the granting of licensing rights or rights of use relating to **Background** or **Foreground** required for the implementation of a **Project** or for the use or exploitation of **Foreground**, to the extent that there are no conflicting rights of **Third Parties**.

## **Personal Data**:

**Personal Data** are any information relating to an identified or identifiable natural person pursuant to Article 4 item 1 GDPR (General Data Protection Regulation).

# Object of the Agreement

## **Main object of the Agreement**:

This **Agreement** governs the cooperation between the **Parties** with respect to the implementation of the **Projects** set out in detail in the individual annexes and with respect to the performance of the contractually agreed research work.

## **Description of the research projects:**

Option 1: [Projects with a research grant

Within the framework of this **Agreement**, the **Parties** shall implement research projects set out in more detail in the annexes to this **Agreement** based on public research grants set out in more detail in these annexes. By reference to this **Agreement**, all annexes form an integral part of this **Agreement**. Except as expressly defined otherwise in the relevant annex, the provisions of this **Agreement** shall apply to all **Projects** set out in more detail in such annex.]

Supplemental clause industrial partners / public research institutes

If, during the term of this **Agreement**, the **Parties** agree on a **Project**, such **Project** shall always be subject to the provisions of this **Agreement**, except as otherwise agreed upon by the **Parties** in writing.

Option 2: [Projects without a research grant

Within the framework of this **Agreement**, the **Parties** shall implement research projects set out in more detail in the annexes to this **Agreement**. By reference to this **Agreement**, all annexes form an integral part of this **Agreement**. Except as expressly defined otherwise in the relevant annex, the provisions of this **Agreement** shall apply to all **Projects** set out in more detail in such annex.]

Supplemental clause industrial partners / public research institutes

If, during the term of this **Agreement**, the **Parties** agree on a **Project**, such **Project** shall always be subject to the provisions of this **Agreement**, except as otherwise agreed upon by the **Parties** in writing.

## New **Parties** may enter into this **Agreement** with regard to one or more **Projects**. In this event, the new **Party** shall take over, in writing, any and all rights and obligations under this **Agreement**, and the consent of all existing **Parties** shall be required. Any new additional rights and obligations regarding new **Parties** with respect to individual **Projects** as well as the scope of **Access** to **Background** or **Foreground** shall be defined in the annexes.

# WORK, TIME AND FINANCIAL SCHEDULE

## The implementation of a **Project** shall be governed by the Work, Time and Financial Schedule pursuant to the relevant annex.

## Option:

[If the Project Head is no longer available within the framework of a **Project** for any reasons whatsoever, this shall not constitute any reason to terminate the **Project**.]

Alternative 1:

[The **Research Institute** shall be entitled to immediately terminate the **Project** if the Project Head provided by it, for any reason whatsoever, ceases to be available for the **Project** and the function of Project Head cannot be fulfilled by another employee of the **Research Institute**.]

Alternative 2

[The **Research Institute** shall be entitled to immediately terminate the **Project** if the Project Head, for any reason whatsoever, ceases to be available for the **Project** and the function of Project Head cannot be fulfilled by another, equally qualified employee of the **Research Institute**. The replacement of the Project Head by an equally qualified person shall take place within not more than \_\_\_\_\_\_\_\_\_\_\_\_\_(e.g. 3 (three)) days/weeks (chose alternative).]

Alternative 3:

[If the Project Head provided by the **Research Institute** ceases to be available for the **Project**, the **Research Institute** shall promptly propose to the **Industrial Partner**, in writing, a new Project Head. The **Industrial Partner** shall have the right to notify the **Research Institute** within not more than \_\_\_\_(e.g. 3 (three) business days whether or not it approves of the new Project Head and, if it does not approve, which approval shall not be unreasonably withheld, shall have the right to terminate the **Project** with immediate effect.]

Alternative 4:

[If the Project Head provided by the **Research Institute** ceases to be available for the **Project**, the **Research Institute** shall promptly notify the **Parties** in writing in order to agree on any further action to take. If no adequate replacement can be found within a reasonable period of time, the **Parties** may, by mutual consent, agree to terminate the **Project**.]

## Option for projects with a research grant:

All research grant funds shall be paid out exclusively to the **Research Institute**/the **Industrial Partner** (consortium co-ordinator) to an account set up for this purpose. The **Research Institute**/the **Industrial Partner** (consortium co-ordinator) shall be obliged to [immediately] transfer and distribute among the **Parties** any research grant funds received in line with the distribution key contained in the relevant annex. Any transfer fees shall be borne by the recipients. In the event that the **Research Institute**/the **Industrial Partner** (consortium co-ordinator) takes more than \_\_\_\_(number of) workdays from receipt of the research grant funds to distribute and transfer them, the **Parties** shall be entitled to demand default interest in the amount of \_\_\_\_(percentage)%.

Option for projects with a research grant for which no dedicated account has been set up:

All research grant funds shall be paid out exclusively to the **Research Institute**/the **Industrial Partner** (consortium co-ordinator). The **Research Institute**/The **Industrial Partner** (consortium co-ordinator) shall be obliged to [immediately] transfer and distribute among the **Parties** any research grant funds received in line with the distribution key contained in the relevant annex. Any transfer fees shall be borne by the recipients. In the event that the **Research Institute**/the Industrial **Partner** (consortium co-ordinator) takes more than \_\_\_\_(number of) workdays from receipt of the research grant funds to distribute and transfer them, the **Parties** shall be entitled to demand default interest in the amount of \_\_\_\_(percentage)%. The **Research Institute/**The **Industrial Partner** (consortium co-ordinator) shall set up a separate cost centre for each **Project** to be able to allocate payments directly to the **Project** and keep them separate from other projects.

# PRECEDENCE OF DOCUMENTS

In the event of conflicting provisions or ambiguities, the following shall take precedence in descending order

## Funding conditions

## The provisions set forth in the respective annex.

## The provisions of this **Agreement**.

## Option:

[The application of general terms of contract of the **Industrial Partner** shall be excluded in any case.]

Alternative 1:

[The application of general terms of contract of any **Party** shall be excluded in any case.]

# RIGHTS AND OBLIGATIONS OF THE PARTIES

## **Timely implementation, duty to inform**

The **Parties** undertake to implement the work packages agreed in the Work, Time and Financial Schedule pursuant to the respective annex in a timely manner,to make all agreed factual and financial contributions in a timely manner and to comply with the latest state of the art in science and technology.

As soon as it becomes certain that a deadline or a work package as agreed in the Work, Time and Financial Schedule cannot be met/cannot be performed or cannot be performed as agreed, the **Parties** shall immediately inform one another thereof in writing. Any and all changes of the Work, Time and Financial Schedule shall be noted in the respective annex as an amendment of the **Agreement**.

## **Regular mutual exchange of information**

The **Parties** shall mutually exchange, to the best of their knowledge and in a timely and regular manner, all **Results**, **Information**, documents or data that are necessary for implementing a **Project** and for exploiting the **Foreground**.

In particular, it shall be necessary to inform the consortium co-ordinator immediately and fully of any and all facts and circumstances that result in an obligation for the consortium co-ordinator to provide information to the funding body.

Supplemental clause industrial partners / public research institutes

Except as provided otherwise in specific provisions on reporting duties included in the relevant Work, Time and Financial Schedule, each **Party** shall at least \_\_\_\_\_\_\_\_\_\_\_\_\_(e.g. once every quarter) provide a written report on the progress of each **Project**, including, but not limited to the **Foreground** achieved.

The Project Heads, if more than one **Party** provides a project head, shall meet regularly, but at least \_\_\_\_\_\_\_\_\_\_\_\_\_(e.g. once every quarter) to discuss the progress of the **Projects**.

Supplemental clauses industrial partners / public research institutes

The **Parties** shall hold project meetings to coordinate their work within the framework of the **Projects** and shall, at such meetings, report on the progress of their work in performing their tasks as well as on the technical experience gained and **Results** achieved. Such meetings shall take place at least every six months, irrespective of any work meetings arranged between individual **Parties**. Where activities are interlinked in terms of the technical task to be performed, the **Parties** shall consult one another in due time in order to agree on the technical solutions/alternatives they aim for as well as on the relevant time schedule.

Should decisions be taken at such project meetings, the Project Head is under the obligation to notify the **Parties** – except in the event of imminent danger – at least 14 days in advance in a verifiable manner of the date and the agenda of the meeting and the decision to be taken.

Such project meetings may be held either in writing, via telephone or as a face-to-face meeting. Any decisions taken shall require unanimity. If a meeting is held face-to-face, it shall only have a quorum if \_\_\_\_\_\_\_\_\_\_\_\_\_(e.g. two thirds) of the **Parties** are present. In the event of face-to-face meetings, unanimity of those present shall suffice.

The Project Head shall draw up minutes of such project meetings. The minutes shall be sent to all **Parties** within 14 (fourteen) days after the meeting. If the Project Head does not receive proposals for corrections from any **Party** within the subsequent 30 (thirty) days, the minutes shall be deemed accepted and approved by all.

The Project Head shall also draw up and/or finalise the intermediary and final reports pursuant to the research grant agreement.

The Project Head undertakes to forward a copy of all review reports received from the funding bodies to the **Parties** within 7 (seven) days of receipt. Such transfer may also be made via e-mail.

## **Correct and orderly status**

The **Parties** shall take all steps required to implement a **Project** and shall be responsible for ensuring compliance of all premises, plants and equipment with the applicable statutory provisions and that all necessary permits and authorisations have been obtained and adequate insurance has been taken out.

The process of obtaining **Project**-related permits and authorisations and the responsibility of each of the **Parties** shall be set forth in more detail in the annexes.

The **Parties** shall take all necessary steps to be lawfully entitled to conduct animal testing, including, but not limited to correctly notifying all competent authorities, obtaining all permits and authorisations stipulated by the applicable laws, and shall implement the **Projects** in accordance with the applicable principles as well as all specifically applicable statutory provisions relating to the care, welfare and ethical treatment of laboratory animals in research projects. The responsibility of each of the **Parties** for ensuring compliance with such principles shall be set forth in more detail in the annexes.

## Compliance with the funding conditions

All **Parties** undertake to comply with the applicable funding conditions. This shall include, but not be limited to, the reporting duties vis-à-vis the funding body as set forth in the funding grant provisions and, where applicable, vis-à-vis certain public institutions, such as the Austrian Court of Audit or European Union bodies, as well as the granting, to the funding body and these institutions, of the right to inspect the **Project** documents and the duty to provide them with project-related information.

Each **Party** shall see to it that all precautions required under data protection legislation have been taken, including, but not limited to, having obtained all approvals needed to pass on required personal data to funding bodies and public institutions as provided for under the applicable statutory provisions.

## Individual responsibility of the Parties

Each **Party** shall be individually responsible for performing the tasks it has been assigned and for rendering account of its **Project** costs vis-à-vis the funding body. The **Parties** shall submit all documentation to the responsible Project Head in a timely manner, so that the latter can forward said documentation to the funding body.

# INVOLVEMENT OF THIRD PARTIES IN THE PROJECT

## Each **Party** shall notify the other **Parties** in writing of the involvement of any subcontractors or other **Third Parties**[; the other **Parties** may raise well-founded objections against such involvement within a period of \_\_\_\_(number of e.g. 7 (seven)) days (in particular regarding competence or competitors). If no such objection is raised within this period, the **Parties’** consent shall be deemed to have been given]. Each **Party** shall be liable for any action of its subcontractors as if it where their own.

Supplemental clause industrial partners / public research institutes

## Each **Party** shall be under the obligation to impose, in a verifiable manner, any obligations arising under this **Agreement** on any subcontractors or students it involves in a **Project**.Such obligations shall include, without limitation, obligations of confidentiality as well as duties to report and inform.

# background And foreground Technology

## Obligation of the **Parties** to ensure that they are adequately authorised to dispose of **Background** and **Foreground**

The **Parties** undertake to make any and all arrangements necessary for ensuring that they are authorised to dispose of all intellectual property rights, know-how, technical improvements and business and trade secrets in a manner that allows them to fulfil their contractual obligations without restrictions.

## **Access Rights** to **Background** and **Foreground**

Any **Access Rights** granted shall not include the right to grant **Sublicenses** [other than to **Affiliated Companies**. To the extent that **Sublicenses** are granted to **Affiliated Companies**, such fact shall be notified in writing to the **Party** that was granted the **Access Right** on which the **Sublicense** is based, naming the corresponding **Affiliated Company**].

Supplemental clause industrial partners / public research institutes

Any **Access Rights** granted shall not include the right to grant **Sublicenses** [other than to **Affiliated Companies,** as far as necessary for implementing the Project or exploiting the **Foreground**. To the extent that **Sublicenses** are granted to **Affiliated Companies**, such fact shall be notified in writing to the **Party** that was granted the **Access Right** on which the **Sublicense** is based, naming the corresponding **Affiliated Company**].

Each **Party** shall notify the other **Parties**, to the best of its knowledge and as soon as possible, of any restrictions in the granting of necessary **Access Rights** to **Background** or **Foreground** (including, but not limited to, rightsof **Third Parties**).

Supplemental clause industrial partners / public research institutes

Each **Party** shall notify the other **Parties**, as soon as possible, of any restrictions in the granting of necessary **Access Rights** to **Background** or **Foreground** (including, but not limited to, rightsof **Third Parties**).

## **Background**

### Ownership in **Background** and duty to inform

#### Each **Party** shall retain ownership of its **Background**. Prior to the launch of a **Project** and during a **Project**, the **Parties**, to the extent possible prior to the use of **Background**, shall mutually inform one another in writing, to the best of their knowledge, on the existence of required **Background**. After the **Effective Date**, it shall only be possible for a **Party** to withdraw or add **Background** with the consent of the other **Parties**.

Supplemental clause industrial partners / public research institutes

After the **Effective Date**, it shall only be possible for a **Party** to withdraw **Background** for good cause.

Each **Party** shall remain entitled at any time to waive **IP Rights** in **Background** or to transfer such rights to **Third Parties** provided it also transfers its obligation to grant **Access Rights**.

### Access to **Background**

#### **Access** to **Background** for the implementation of the **Project**

The owner of **Background** which is necessary for the project-related work of a **Party** shall grant to said **Party** a free, non-transferable and non-exclusive **Access Right** that is limited to the duration and purposes of its project-related work, unless this were to infringe the rights of **Third Parties**. Necessary **Access Rights** shall be **Access Rights** without the granting of which the requesting **Party** would either not be able to perform its tasks in the given **Project** or exploit the **Foreground** it has developed at all or would only be able to do so subject to considerable delay or at unreasonable extra cost. It shall be incumbent upon the requesting **Party** to justify such necessity.

The respective annex specifies which **Background** shall be explicitly excluded from the relevant **Project**.

[The respective annex specifies which **Background** shall be explicitly included in this **Project**.]

#### Access to **Background** for use or exploitation outside a **Project**

To the extent that a **Party** requires another **Party’s** **Background** for the purpose of making economic use of or exploiting its own **Foreground** arising from the **Project** outside the **Project**, the other **Party** shall grant the relevant **Party** **Access Rights** thereto, subject to fair conditions that conform to market practice, within the framework of a licensing agreement to be concluded separately.

Alternative clause industrial partners / public research institutes

To the extent that a **Party** requires another **Party’s** **Background** for the purpose of making economic use of or exploiting its own **Foreground** arising from the **Project** outside the **Project**, the other **Party** shall grant the relevant **Party** **Access Rights** thereto, subject to fair conditions that conform to market practice (with the bandwidth for conformity with market practice ranging from 3 to 10% of **Turnover**) within the framework of a licensing agreement to be concluded separately, provided it is authorised to do so.

Necessary **Access Rights** to **Background** can be applied for in writing with the relevant **Party** up until \_\_\_\_\_\_\_\_\_(e.g. 1 (one) year) after the end of a **Project**.

Supplemental clause industrial partners / public research institutes

The **Research Institute** shall in any case be granted a right to use **Foreground** for academic research and teaching (non-commercial) as well as a free, non-exclusive right to use the **Background** of the **Industrial Partner** if and to the extent that this is necessary for using **Foreground**.

On the other hand, the **Industrial Partner** and its **Affiliated Companies** shall be granted a free, non-exclusive **Access Right** in the **Research Institute’s** **Background** subject to fair conditions that conform to market practice, within the framework of a licensing agreement to be concluded separately, if and to the extent that this is necessary for the use of **Foreground** by the **Industrial Partner** and its **Affiliated Companies**.

## **Foreground**

### Ownership in **Foreground** and duty to inform

Each **Party** shall be the owner of the **Foreground** it develops.

The **Parties** shall mutually inform one another without delay of any and all **Foreground** generated as well as on the content of any related invention disclosures made by their employees. [Moreover, the **Parties** shall mutually notify one another periodically, at least annually, of all registrations of IP rights related to **Foreground** made in Austria and in other countries for a period of up to 3 (three) years after the end of a **Project**.] If none of the **Parties** waives its share or the share is not transferred to another **Party**, **Joint IP Rights** shall be jointly registered as **IP Rights**, explicitly stating the co-ownership shares, which are determined by the respective inventor’s shares. Prior to registering **IP Rights**, the co-owners shall lay down their related rights and obligations in a written agreement. Each co-owner shall be individually entitled to make unrestricted use of the **Joint IP Right** and to grant non-exclusive rights of use to **Third Parties**. The other co-owners shall be notified thereof and shall be supplied with copies of the relevant licensing agreements. In the event that rights of use are granted to **Third Parties** or in the event of commercial use by a co-owner itself, the other co-owners shall be entitled to appropriate remuneration (division of the net license income or payments in application of “license analogy” based on the proportions of the **Project** shares [option 1: based on the **Parties’** inventor’s shares; option 2: based on the **Parties’** contributions to the **Project**, in which case public grants (public funding, cash and in-kind contributions] shall be attributed to the **Research Institute)**.

Jointly developed know-how or business and trade secrets and other intellectual property rights that are not registrable may be used and exploited by all co-owners subject to the contractual confidentiality obligations and analogous application of the above principles.

Supplemental clause industrial partners / public research institutes

**Industrial Partners** shallhave the right to exclusively use **Results** that are not registrable without any further special remuneration, while the **Research Institute** may use them for research and teaching purposes subject to compliance with the confidentiality obligations.

#### Rights of first refusal

If a **Party**, within a period of 4 (four) months from the point in time at which the information required for the registration of an **IP Right** is available, fails to register an **IP Right**, or if a **Party** is no longer interested in maintaining an **IP Right**, it shall immediately notify the other **Parties** thereof in writing. Within 6 (six weeks) from this notification, the other **Parties** shall have the opportunity to state, in writing, their interest in assuming or taking over and continuing the **IP Right**. The holder of the **IP Right** shall transfer it to the interested **Party** or **Parties** based on its/their shares or have it re-registered in the latter’s/latters’ name at the latter’s/latters’ cost and shall hand over the required documents. The conditions for the transfer of the **IP Right** shall be separately agreed upon in writing between the **Parties**, in line with all necessary formal requirements, including, without limitation, signing in notarised form.

Should a **Party** wish to register or maintain an **IP Right** connected with **Foreground** in a country for which the other **Party** does not intend to assume or to maintain any rights, any and all rights regarding the corresponding foreign **IP Right** shall pass on to the **Party** that is in favour of the registration or maintenance of the **IP Right** in the relevant country. In the event of successful exploitation, the **Party** who took over the relevant **IP Right** shall reimburse the **Party** who transferred the relevant **IP Right** for the proportionate historic costs for the **IP Right**. The other provisions of the preceding paragraph shall apply analogously.

If a co-owner wishes to sell or transfer its co-ownership share to **Third Parties** , it must offer this share, in writing, to the other co-owners for acquisition beforehand, at arm’s-length conditions [at the price which the **Third Party** is willing to pay].

The aforementioned rights of first refusal shall also apply analogously to the co-owners’ relations among themselves in the event that a co-owner refuses the registration of **IP Rights** or the registration of **IP Rights** in particular countries.

#### Costs of registering and maintaining IP Rights

The costs of registering and maintaining **IP Rights** shall be borne by the owner of the relevant **IP Right**. In the event of the exploitation of **IP Rights**, separate pertinent agreements may be concluded.

### Access to Foreground

#### **Access** to **Foreground** for the implementation of the **Project**

The owner of **Foreground** which is necessary for the project-related work of a **Party** shall grant to said **Party** a free, non-transferable and non-exclusive **Access Right** that is limited to the duration and purposes of its project-related work.

#### **Access** to **Foreground** for use or exploitation outside the **Project**

During and after the end of a **Project**, the **Research Institute** shall have a free, irrevocable, non-exclusive and non-transferable right to use the **Foreground**, and the **Background** required in order to use said **Foreground**, for scientific purposes in the areas of research and teaching [as well as for patient care].

Alternative clause industrial partners / public research institutes

The **Industrial Partner/s** shall have the right, at any time, to acquire the **Research Institute’s** co-ownership shares at arm’s-length conditions.

For a period of 3 (three) months from receipt of the information on **Foreground** (e.g. project inventions and copyrights), the **Industrial Partner/s** shall have a cost-free option granted by the **Research Institute**, with respect to this **Foreground** and the existing exploitation rights thereto, to exclusively negotiate a transfer of the rights or the possibility of acquiring an **Exclusive** or **Non-Exclusive License** for an area of application that corresponds to the business purpose of the relevant **Industrial Partner/s**, in each case at conditions that conform to market practice [in accordance with the key elements of a license agreement as set forth in **Annex ./7.4.2.2**.]. The affected **Parties** shall lay down the exact conditions and details in a separate written agreement.

### Inventor’s royalties

The **Party** to which the inventor/s is/are attributable shall be obliged to pay adequate inventor’s royalties in line with statutory provisions. The obligation to pay the inventor’s royalties shall explicitly also apply to later inventor’s royalties arising from a changed market or value situation. [However, the **Industrial Partner** shall indemnify and hold harmless the **Research Institute** for any inventor’s royalties that the **Research Institute** would be required to pay due to exploitation that does not conform to market practice.]

Supplemental clause industrial partners / public research institutes

### Infringements

The **Parties** shall inform one another of any and all infringements of the **Results** subject to this **Agreement** (**Foreground** and **Background**) and shall use their best efforts to defend such rights.

# PublicationS

## The **Parties** acknowledge the fundamental task on the part of a **Research Institute** and its staff to regularly publish information on the nature, object and results of its research activities.

## Notwithstanding the confidentiality provisions below, the **Parties** shall have the right to independently publish the **Results** of the **Project** in the form of academic publications subject to the following provisions. The relevant **Party** shall notify the others in writing of the planned **Publication**. If the other **Parties** fail to comment, within a period of \_\_\_\_ (e.g. 2 (two)) weeks from receipt of the notification on the planned **Publication** in writing [e-mail shall be deemed sufficient], consent to the relevant **Publication** shall be deemed to have been given after expiry of the \_\_\_\_ (e.g. 2 (two)-)week period. If any of the other **Parties** raises well-founded objections within \_\_\_\_\_\_\_ (e.g. 2 (two) weeks) in writing and suggests changes, the affected **Parties** shall immediately look for a joint solution that takes these well-founded objections into consideration (e.g. immediate registration of an **IP Right**, adjustment of the content of the **Publication**, withholding of access to diploma, master’s or doctoral theses). Upon expiry of a period of \_\_\_\_ (e.g. 3 (three)) months from becoming aware of the objections, the **Publication** can be published in any case.

Alternative clause industrial partners / public research institutes

## 8.3 Notwithstanding the confidentiality provisions below, the **Parties** shall have the right to independently publish the **Results** of the **Project** in the form of academic publications subject to the following provisions. The relevant **Party** shall notify the others of the planned **Publication** by submitting the final version (in terms of content) of the **Publication** for review. If the other **Parties** fail to comment, within a period of \_\_\_\_ (e.g. 2 (two) weeks from receipt of the notification on the planned **Publication** in writing [e-mail shall be deemed sufficient], consent to the relevant **Publication** shall be deemed to have been given after expiry of the \_\_\_\_ (e.g. 2 (two)-)week period. If any of the other **Parties** raises well-founded objections within \_\_\_\_\_\_\_ (e.g. 2 (two) weeks) in writing and suggests changes, the affected **Parties** shall immediately look for a joint solution that takes these well-founded objections into consideration (e.g. immediate registration of an IP Right, adjustment of the content of the Publication, withholding of access to diploma, master’s or doctoral theses). Upon expiry of a period of \_\_\_\_ (e.g. 3 (three)) months from becoming aware of the objections, the **Publication** can be published in any case, unless such **Publication** is prejudicial to novelty with regard to any plans to subject its contents to **IP Right** protection. [However, a **Publication** must not contain any **Results** or confidential information within the meaning of Article 9 of this **Agreement**. In such an event, it may be published only upon written consent of the affected **Party**.]

## In light of the justified interests in academic publications, the registration of **IP Rights** and claiming of employee inventions should be arranged in a timely manner prior to publication.

Alternative clause industrial partners / public research institutes

8.3 In light of the justified interests in academic publications, the registration of **IP Rights** and claiming of employee inventions should, whenever possible, be arranged in a timely manner prior to publication.

# CONFIDENTIALITY

## The **Parties** shall use any and all information,secret technical knowledge and know-how contributed to the **Project** by the other **Parties** [marked as confidential or, if not marked as such (e.g. if disclosed verbally or visually), referred to as confidential at the time of its disclosure and confirmed as such and specified in detail in writing within a period of 30 (thirty) days] and any and all findings, **Results**, in particular patentable inventions [Resultsand IP Rights], materials, tasks and business processes that are obtained or become known in the course of the implementation of the **Project** only for the purposes of this **Project** and shall treat them confidentially – also beyond the duration of this **Agreement** [for the duration of \_\_\_\_(e.g. 3 (three)) years] also in the event this **Agreement** is terminated for good cause – and shall disclose them to **Third Parties** only upon written consent by the other **Parties**. The **Parties** mutually undertake to keep confidential any and all invention disclosures and registrations of IP rights of the other **Parties** prior to their publication.

## The **Parties** shall further ensure that the employees they have entrusted with the implementation of the **Project** or any subcontractors used are also verifiably bound by this confidentiality obligation in writing.

Alternative clause industrial partners / public research institutes

9.2. The **Parties** shall disclose confidential information only to such employees, or persons having another type of contractual relationship with them, who need to know of this information for the purposes of this **Agreement**. They shall notify such persons of the confidentiality obligation set out in this clause and obligate them to comply with its provisions.

It shall be permitted to make copies of confidential information exclusively for the purpose of implementing a **Project**. If a **Party** is requested by the disclosing **Party** in writing to return to it or destroy any confidential information or any copies made thereof, the **Party** shall do so without delay. Each **Party** shall expressly acknowledge that it has no right of retention with respect to confidential information.

## This confidentiality obligation shall not apply to information

* with which the recipient was already verifiably familiar prior to disclosure by the other **Party** without any confidentiality obligation, or
* which is or becomes generally known without the recipient’s responsibility, or
* which the recipient learns of or receives from a **Third Party** that is not bound by any confidentiality obligation, or
* which were verifiably developed by the recipient in an independent manner, or
* which must be disclosed to authorities due to legal provisions, or
* whose publication was authorised in writing by the **Party** who initially provided this information.

Supplemental clause industrial partners / public research institutes

## **Results** shall be confidential information only for that **Party** which does not have any rights in the **Results** and for all **Parties** as long as such rights have not been clarified.

# WARRANTY AND LIABILITY

## The **Parties** are aware of the performance risks associated with a research and development project and shall carry out their work on the basis of recognised rules, with the diligence that is reasonable in line with the state-of-the-art knowledge they possess at the time they carry out the work, and shall endeavour to promote the realisation of the project objective and the desired results, without assuming any further guarantee, liability or warranty for the realisation of the project objective and the desired results or the latter’s industrial and commercial exploitability. The **Parties** do not warrant that the **Foreground** achieved in the course of this **Project** will be free from rights of **Third Parties**, nor do they assume any related liability.

Alternative clause industrial partners / public research institutes

10.1 The **Parties** are aware of the performance risks associated with a research and development project and shall carry out their work in line with the state of the art and with the same care and diligence they apply in conducting their own affairs and shall endeavour to promote the realisation of the project objective and the desired **Results**, without assuming any further guarantee, liability or warranty for the realisation of the project objective and the desired **Results** or the latter’s industrial and commercial exploitability. The **Parties** do not warrant that the **Results** achieved in the course of this **Project** will be free from any rights of **Third Parties**, nor do they assume any related liability.

## The **Parties** shall not be liable in cases of slight negligence, except in cases of personal injury. The liability of each **Party** vis-à-vis the other **Parties** shall be limited to the amount of the relevant **Party’s** cost share in the **Project**.

Alternative clause industrial partners / public research institutes

10.2 The **Parties** shall not be liable in cases of slight negligence, except in cases of personal injury. The liability of each **Party** vis-à-vis the other **Parties** shall be limited to EUR \_\_\_\_.

## The **Parties** themselves shall be liable for complying with all relevant legal provisions and any official requirements imposed on them in the course of their work.

## The **Parties** shall not assume any liability for damage incurred by a **Party** in connection with the use of **Foreground** or **Background Technology**. The **Parties** exclude any liability and warranty for the completeness and correctness or fitness of any information and materials they make available to another **Party** within the framework of the **Project**.

## Each **Party** shall be solely responsible for the damage incurred by **Third Parties** or by another **Party** that it causes through the fulfilment or non-fulfilment of its contractual obligations. Each **Party** shall be solely liable for the repayment of research grant funds and for any default and shall be obliged to indemnify and hold harmless the other **Party** if the former caused the repayment or the default. Should the funding body claim the repayment of research grant funds from a **Party**, the **Party** having caused such repayment shall reimburse the Party making the payment for the corresponding amount within a period of \_\_\_\_(e.g. 7 (seven)) days.

Supplemental clause industrial partners / public research institutes

10.6 Should a claim for repayment against one of the other **Parties** raised by the funding body or by a **Party** from which payment was claimed by the funding body be found to be legally or factually impossible (bankruptcy, etc.), the remaining **Parties** shall pay the resulting unpaid amount based on their shares in the overall **Project**, less the shares of the defaulting **Party**.

# DURATION AND TERMINATION of the agreement and the project

## **Termination**:

This **Agreement** may be terminated, with effect from the end of each quarter, by each of the **Parties** giving 3 (three) months’ notice. Irrespective of any such termination, any **Projects** on which work was already started at the time of termination shall be completed.

## **Termination** **for good cause**:

The contractual relationship can be terminated with immediate effect for good cause by any **Party** negatively affected by such cause. Good cause shall include, without limitation, if one of the **Parties** violates material provisions of this **Agreement**, or if insolvency proceedings are instigated against the assets of one of the **Parties**, or if a petition in bankruptcy against one of the **Parties** is dismissed for lack of assets, to the extent that there are no statutory provisions to the contrary under insolvency law.

An individual **Project** can be terminated with immediate effect for good cause by any **Party** negatively affected by such cause, if research funding is withdrawn or revoked or if any significant reduction in scope or modification of the **Project** objective or intermediate results clearly show that it will not be possible to realise the objective of the **Project**.

To the extent that a **Party** is excluded from participation in this **Agreement** through termination for good cause, it shall immediately lose any and all **Access Rights** granted.

[Should the insolvency of an **Industrial Partner** result in an obligation to repay public funding or in the non-granting of public funding, the **Industrial Partners** shall bear the cost of repayment or non-granting of funding based on their project contribution and shall indemnify and hold harmless the **Research Institute** accordingly.]

## **Continuation** **of the Agreement**

If one **Party** terminates its participation in this **Agreement** for good cause or if its participation is terminated by any of the other **Parties** for good cause, this shall not automatically result in the termination of this **Agreement**. On the contrary, the **Agreement** may remain in force, either if the remaining **Parties** assume the contractual obligations of the withdrawing **Party** or if a new **Party** joins the **Agreement**.

## **Continued effect of rights and obligations**

If one **Party** terminates this **Agreement**, the obligations (including, without limitation, **Access Rights** to **Background Technology** required for implementing the **Project**, confidentiality obligations, rights of first refusal) that were incurred prior to termination for the benefit of the remaining **Parties**, shall remain valid in any case, unless explicitly agreed otherwise with the other **Parties** upon withdrawal from the **Agreement**. The withdrawing **Party** shall have no **Access Rights**/shall maintain **Access Rights** (chose alternative) with respect to **Foreground** that came into existence up until the day of its withdrawal.

# PLACE OF JURISDICTION, APPLICABLE LAW

## The [exclusive] place of jurisdiction for any and all disputes arising from and in connection with this **Agreement**, including disputes as to its existence and disputes arising after its termination, shall be the court competent for commercial matters in \_\_\_\_\_\_\_(place). The **Agreement** shall be governed by Austrian law, excluding the conflict-of-law rules. Application of the United Nations Convention on Contracts for the International Sale of Goods shall be explicitly excluded.

[Alternative: Arbitration]

## Any dispute, controversy or claim arising under, out of or relating to this **Agreement** and any subsequent amendments of this **Agreement**, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules.

## The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be \_\_\_\_\_\_\_(place). The language to be used in the arbitral proceedings shall be \_\_\_\_\_\_\_(e.g. German). The dispute, controversy or claim shall be decided in accordance with the law of \_\_\_\_\_(country).

[Alternative: Arbitration and Mediation]

Any dispute, controversy or claim arising under, out of or relating to this **Agreement** and any subsequent amendments of this **Agreement**, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be \_\_\_\_\_\_\_(place). The language to be used in the mediation shall be \_\_\_\_\_\_\_(e.g. German).

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 (sixty) days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either **Party**, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules.

Alternatively, if, before the expiration of the said period of 60 (sixty) days, either **Party** fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other **Party**, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be \_\_\_\_\_\_\_(place). The language to be used in the arbitral proceedings shall be \_\_\_\_\_\_\_(e.g. German). The dispute, controversy or claim referred to arbitration shall be decided in accordance with the law of \_\_\_\_\_(country).

# Final Provisions

## Any and all rights and obligations arising from this **Agreement** must not be transferred to **Third Parties** without theconsent of the other **Party**.

## This **Agreement** shall constitute the entire agreement between the **Parties** regarding the object of the **Agreement**. There are no supplementary arrangements. Drafts, correspondence exchanged prior to signing, etc. may not form the basis for interpreting this **Agreement**.

## Any changes or amendments of this **Agreement** must be made in writing (transmission via fax or e-mail shall not suffice) in order to take effect. This shall also apply to any waiver of this requirement of written form.

## Should individual provisions of this **Agreement** be or become invalid, void, illegal or unenforceable, this shall not affect the validity of the remaining provisions of this **Agreement**. The invalid, void, illegal or unenforceable provision(s) shall be replaced by (an) alternative provision(s) which most closely correspond(s) to the original intent of the **Parties** to the extent that this is legally possible and whose economic effect best correspond(s) to the effect intended by the invalid, void, illegal or unenforceable provision(s).

## Without the other **Party’s** prior consent, no **Party** may inform any **Third Parties** of this **Agreement**, any parts thereof or any related matter, unless such **Party** is obliged to do so based on statutory provisions. This shall not apply to the fact of the conclusion of this **Agreement**.

## \_\_\_\_\_\_\_\_\_\_\_\_\_(e.g.3 (three) depending on the number of parties) copies of this **Agreement** shall be signed and each shall be deemed an original, with one being handed out to each of the **Parties**.

# DATA PROTECTION

## If – within the ambit of this **Agreement** – a **Party** (**Disclosing Party**) discloses to another **Party** (**Receiving Party**) personal data pursuant to Article 4 Sec 1 of the General Data Protection Regulation (GDPR) or the **Receiving Party** got otherwise knowledge of personal data of the **Disclosing Party** and – provided the personal data are not processed by the **Receiving Party** as a data processor – these personal data may exclusively processed in performance of this **Agreement** and not processed for any other purposes, except as provided by the law. Specifically, these personal data may not be disclosed to third parties nor analysed for own purposes or used for profiling purposes.

## The **Receiving Party** ensures that personal data of the **Disclosing Party** are only provided to those of his employees who have a need to know them in the performance of this Agreement.

## The **Receiving Party** establishes its internal organisation in a way that it can ensure compliance with the applicable data protection laws, including but not limited to technical and organisational measures taken to prevent personal data from misuse or loss. Employees that have access to personal data must be made subject to a confidentiality obligation that continues to apply after termination of the employment.

## The **Receiving Party** establishes its internal organisation in a way that it can ensure compliance with the applicable data protection laws, including but not limited to technical and organisational measures taken to prevent personal data from misuse or loss. Employees that have access to personal data must be made subject to a confidentiality obligation that continues to apply after termination of the employment.

# Annexes

Annex ./2.2.: Description of the Research Project

Annex ./3.1.: Work, Time and Financial Schedule

Annex 4.1: Funding Conditions pursuant to the Research Grant

Annex./7.4.2.2.: Key Elements of a Licensing Agreement

Annex ./9.2.: Consent of the Project Staff Member to the R&D Cooperation Agreement

## All annexes form an integral part of this **Agreement**.

# CONTACT PERSONS

Any and all correspondence shall be addressed to:

For **Research Institute**[name, function, address details]

For **Industrial Partner** [name, function, address details]

Any change in the contact details shall be communicated to the respectively other **Party** without delay.

# Signatures

For

Date: \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Name and title/position] [Signature]*

For

Date: \_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Name and title/position] [Signature]*

Annex 3.2.: Work, Time and Financial Schedule (add for each **Project**)

**Work, Time and Financial Schedule FOR PROJECT** \_\_\_\_\_\_\_\_\_\_\_ (insert project title)

**1. Project Head:**

Project Head: **Research Institute**/**Industrial Partner**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Institute/Department: \_\_\_\_\_\_\_\_\_\_\_\_\_

Contact details:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy Project Head:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Institute/Department: \_\_\_\_\_\_\_\_\_\_\_\_\_

Contact details:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact person with **Industrial Partner**/**Research Institute**:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Institute/Department: \_\_\_\_\_\_\_\_\_\_\_\_\_

Contact details:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department: \_\_\_\_\_\_\_\_\_\_\_\_\_

Contact details:

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2. Account information**

Account number, bank sorting code, BIC, IBAN for each **Party**

**3. Work, Time and Financial Schedule**

Project start date, time schedule, milestones, payment schedules, payment dates, **Parties’** project resources in cash and in kind, planned deployment of researchers, use of subcontractors, research grant funding, inflow of research grant funds

**4. Project description**

Description of the project at hand, background information, scientific background, project objectives

**5. Funding conditions pursuant to the research grant**

**6. Background**

**Background** of each **Party**, how is **Background** used,

excluded **Background** of each **Party**

**7. Project-related permits and authorisations**

[Annex]: Consent of the Project Staff Member to the R&D Cooperation Agreement

[Place], on [date] []

Annex 7.4.2.2**.**

**KEY ELEMENTS OF A LICENSING AGREEMENT**

Sector-specific business areas

Type of license: exclusive/non-exclusive for … application/… products

Contractual territory:

License rate: turnover-based and per piece:

Net turnover x license rate or piece x rate per piece

Assessment basis for the license: definition of turnover or piece calculation

Participation in license income

Accounting periods

Own use: “license analogy”

Flat fee:

(value of the invention) x % (amount of the weighted tangible and intangible project contribution of the **Party**)

Due date of the license:

Applicable law:

Exclusive place of jurisdiction/arbitration:Annex Undertaking to Maintain Confidentiality and Lend Support by the Project Staff Member

**UNDERTAKING TO MAINTAIN CONFIDENTIALITY AND LEND SUPPORT BY THE PROJECT STAFF MEMBER**

I was apprised of the content of the agreement concluded between \_\_\_\_\_\_\_\_\_\_\_\_\_(insert) on \_\_\_\_\_\_\_\_\_\_\_\_\_(date). In particular, but without limitation, I undertake to maintain confidentiality in line with the confidentiality obligation laid down therein. This obligation shall survive the duration of my employment relationship.

I undertake to make any and all signatures required for the registration of IP rights, also beyond the duration of my employment relationship. For this purpose, I shall continue to provide my employer with my valid contact data.

[*In the event of diploma, master’s or doctoral theses*] Where the necessity arises due to reasons of confidentiality and/or for exploitation purposes, I will apply for access to my diploma, master’s or doctoral theses to be withheld or to be continued to be withheld pursuant to § 86 of the Universities Act of 2002 and the internal rules of the University.

[Signature of the project staff member]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of the Research Institute]

1 Annex: Cooperation Agreement

Annex: Consent and Waiver by Project Staff Members

**CONSENT AND WAIVER BY PROJECT STAFF MEMBERS**

The **Parties** signed an R&D cooperation agreement (the “**Agreement**”) on \_\_\_\_\_\_\_\_\_\_\_\_\_(date). The undersigned is scheduled to participate in the implementation of the **Project** under the **Agreement**. The undersigned has seen the **Agreement** and is aware of its provisions.

The undersigned herewith undertakes to disclose to the **Research Institute**, without delay, any inventions generated with his/her participation within the framework of the **Project**. If such invention constitutes an employee’s invention, the **Research Institute** may use it and transfer it to the **Industrial Partner**. If such invention does not constitute an employee’s invention, the undersigned herewith transfers, to the full extent and without any restriction, all rights in and relating to such invention as well as any **Results**, to the extent that they were generated with his/her participation, directly to the **Research Institute**.

The undersigned shall provide support and assistance to the **Industrial Partner** in registering and maintaining **IP Rights** and, where necessary, provide the statements and declarations necessary for this purpose.

Any manuscripts or copies thereof shall be submitted to the **Industrial Partner** for approval at least \_\_\_\_(e.g. 20 (twenty)) days prior to the intended publication date. In general, the **Industrial Partner** shall not unreasonably withhold consent to **Publication**. However, the **Industrial Partner** shall have the right to refuse **Publication** where the filing of patents or the protection of know-how or trade secrets is at issue. It shall also be ensured that such **Publication** does not contain any confidential information of the **Industrial Partner**. The **Parties** are agreed that steps shall also be taken to prevent the filing of patents in other countries to be jeopardised.

The undersigned expressly agrees to the transfer of any inventions by the **Research Institute** to the **Industrial Partner**, as governed by Article \_\_\_\_ of the **Agreement**.

The **Agreement’s** confidentiality provisions as set forth in Article \_\_\_\_ shall apply analogously to the undersigned.

[In the event of diploma, master’s or doctoral theses]: The undersigned undertakes not to disclose his/her diploma, master’s or doctoral thesis to any **Third Party**, except to his/her thesis supervisor, for a period of 5 (five) years from the signing of this declaration, and (where applicable) to apply for access to his/her diploma, master’s or doctoral thesis to be limited or to be continued to be limited pursuant to § 86 of the Universities Act of 2002 and similar internal rules of the University for a period of 5 (five) years, and to submit such application, once approved, to the **Industrial Partner**.

[Place], [DATE]

Name: [the undersigned]

seen and approved by the **Research Institute** as employer

[signature/**Research Institute**]