

This translation is for your information only. The contractual language is German.

The agreement shall be subject to and construed by German law.

Please fill in the German form.

Contract of Work and Labour No.

between the Bergische Universität Wuppertal
The Chancellor
Gaussstr. 20
42119 Wuppertal, Germany

as the Client

and

as the Contractor

Section 1 Subject of Agreement

For the project

the Contractor undertakes to carry out the following work as per the terms of this Contract:

Section 2 Provisions Governing Execution

The work and labour must be completed by

Should the Contractor realise that he cannot adhere to the deadlines specified, he shall immediately notify the Client's representative responsible for the project and give his reasons for this non-compliance.

The representative can find out about the progress of the work and labour at any time, either in person or by means of information which the Contractor must supply immediately on request.

This shall not affect any claims due to the Client as a result of the Contractor's failure to execute this Agreement on time.

The Client's representative is responsible for accepting the work and labour and confirming that it has been performed in compliance with the terms of this Agreement.

Section 3 Remuneration

The Contractor shall receive flat-rate remuneration for the work and labour specified in section 1 amounting to €

in words: Euro

This remuneration also covers all expenses and taxes payable. Payment shall be made by bank transfer within 14 days of the work being accepted and invoicing:

IBAN: _____ Swift code: _____

The Contractor shall be responsible for fulfilling his tax and social insurance obligations.

Section 4 Secondary Employment

Secondary employment undertaken by civil servants and employees in public service is subject to the respective regulations on secondary employment.

Section 5 Rights of Use, Publications

The Contractor shall grant the Client an exclusive, unrestricted right of use in the result and all partial results of the work and labour pursuant to section 31 Copyright Act and under waiver of the restrictions specified in section 37 Copyright Act. The Client is entitled to transfer the right of use or grant a right of use to third parties.

The Contractor may only publish part or all of the results, pass them on to third parties, or use them in any way with the Client's prior written consent.

Due consideration must always be given to copyright and other rights when integrating external material such as photos, texts, ClipArt, graphics, tables, or music into a multimedia application belonging to the university and/or its institutions. This applies in particular to texts not offered as freeware, general terms and conditions, and technical standards such as the VOB (Construction Tendering and Contract Regulations) and DIN standards. It must therefore be ensured that no third-party rights are violated before the application is put online.

In doubtful cases, written permission to use the external material in question must be obtained from the copyright holder. Otherwise liability for compensation or even criminal liability may arise. I have been made aware that the possibility of a recourse claim may be examined if these provisions are not complied with.

Section 6 Data Protection

The Contractor shall ensure that the personal data made known to him and his authorised employees is protected. The Contractor undertakes to comply unreservedly with all provisions of the Data Protection Act of North Rhine-Westphalia (DSG-NW) and shall accordingly submit to checks by the Data Protection Commissioner for North Rhine-Westphalia and the University of Wuppertal's official data protection officer.

Section 7 Exclusion of Obligations and Liability

The Client may not be obligated to any third party. The Contractor shall indemnify the Client for all forms of liability towards third parties.

Section 8 Termination

Notwithstanding section 3, the Contractor shall not be entitled to partial or full payment in the event of premature termination insofar as the work has not been carried out and accepted as specified in section 1.

Partial payment commensurate with the progress and usability of the work and labour can be agreed in such an event.

Section 9 Contractual Amendments and Additions

Additions and amendments to this Agreement must be made in writing.

Section 10 Place of Jurisdiction

The place of jurisdiction is Wuppertal.

Wuppertal, dated _____

Bergische Universität Wuppertal
The Chancellor
By order

For the Client

Contractor's signature