

Works Contract

The following contract is agreed between the University of Tübingen, represented by the Executive Vice-President (hereinafter: contracting authority)

and

Mr./Ms./ company

_____ (hereinafter: contractor).

§ 1 Subject of contract

The contractor undertakes the following work (details on a separate page, if applicable) independently and at his/her own responsibility, even if he/she uses the services of third parties.

This work comprises the following parts:

§ 2 Delivery

The contractor undertakes to deliver the work agreed to the project manager by (date): _____. If it is agreed that parts of the work can be delivered separately upon their completion, this must be done by (date): _____ at the latest.

§ 3 Secondary obligations

The contractor undertakes to release all documentation relating to the agreed work, such as surveys, statistics, experiments, samples, interim results, measurements, experiment records, drawings, etc. However, he/she is entitled to keep copies of them for his/her own use. Furthermore, in the case of research work, the contractor is obliged to provide information on the work done, the methodology applied, and all details, should the contracting authority require it.

The contractor is entitled to make reasonable use of University facilities insofar as this is necessary for him/her to complete the agreed work.

§ 4 Delay in completion, cancellation of contract

If contractor fails to deliver the work by the agreed date, the contracting authority can set a new deadline for delivery, after which the contracting authority can withdraw from the contract (§ 636 BGB). If contractor has already completed a part of the agreed work and it is usable, the contracting authority can demand that the completed part of the work be delivered and may withdraw from the contract. In this case, the contracting authority must pay the contractor a sum appropriate to the work delivered.

The contracting parties may only cancel the contract for a good reason. One good reason is considered to be that the relationship between the parties has been so lastingly damaged that it would no longer be reasonable to expect one of the parties to be bound by the contract. If the contracting authority cancels the contract, the provisions of § 649 BGB come into effect.

§ 5 Copyright, right of utilization

The contractor performs the agreed work free of third parties' copyrights.

The contractor guarantees that the work delivered is in principle free from third parties' copyrights. If it turns out that the agreed work has caused an infringement of protected rights, the contractor indemnifies the contracting authority against claims by third parties. If it turns out that the agreed work has caused an infringement of third parties' protected rights, the contractor is obliged to ensure that the contracting authority has the right to continue using the agreed work in accordance with the contract.

If securing continued use of the work is not within the bounds of reasonable financial possibility, the contractor must first consult with the contracting authority then arrange a suitable substitute as quickly as possible. The contractor is liable for the time in which the work cannot be used for legal reasons, under provisions §§ 634, 335 BGB of the German civil code.

The contractor is entitled to copyright of the agreed work. The contracting authority is obliged to declare the contractor's copyright-holder status upon request. The contractor grants the contracting authority exclusive utilization rights to the work at no extra charge, in line with § 31 subsection 3 UrhG of German copyright law.

The contractor expressly acknowledges that the contracting authority is also authorized to transfer the utilization rights to third parties for teaching and research purposes.

In addition, the contractor expressly acknowledges that the contracting authority itself is entitled to adapt the accepted work, or to have it adapted by third parties. The entitlement to make changes does not extend to subject-specific academic statements.

§ 6 Guarantee

The contractor is obliged to produce the work in such a way that it has the warranted characteristics and is not flawed. In the case of academic work, the contractor guarantees that the work has been performed in line with the state of research current at the time.

If the work is not in line with the state of research current at the time, the contracting authority may require that faults are corrected, overturn the contract, or demand a reduction in price. The contractor's obligations are regulated by §§ 633 - 636 BGB.

§ 7 Remuneration

The contractor receives total remuneration of € for the work agreed.

This remuneration is comprised of the following parts:*

The total remuneration includes all incidental expenses for project costs, materials, taxes, etc. It is exclusively the contractor's responsibility to declare the total remuneration to the tax authorities, and to pay all taxes due. Any deviation from this provision must be agreed strictly in writing.

Subsequent to approval by the project manager/ institute director**, the agreed remuneration will be transferred to the following account: with (bank): , BIC:

Tax Identification Number:

§ 8 Miscellaneous

This contract does not constitute an employment relationship with the contracting authority nor with the state of Baden-Württemberg.

If the contractor is obliged by any other work contract to report a second job or to have it approved, it is the contractor's duty to obtain any necessary permission from his/her employer at the appropriate time. Any alterations or additions to this contract must be made strictly in writing in order to be valid.

This contract is only valid with the signature of the Executive Vice-President or a member of the University's Central Administration acting on his behalf.

§ 9 Place of fulfillment, Jurisdiction

The parties agree on Tübingen as the place of fulfillment and jurisdiction.

Tübingen, (date):

University of Tübingen
Executive Vice-President
p.p./by order**

Project manager
Institute director

Contractor

* insofar as this has been agreed

** strike out what is not applicable

N.B.:

***This English translation is for your information only.
The German original is the legally binding document.***