

Works Contract

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

and

Mr./Ms.: _____ (hereinafter: contractor)

Address: _____

Date of Birth: _____

§ 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.

