

**§ 1**

**Performance of the contract**

1. The Contractor will perform the tasks he/she is charged with as per written order in close professional cooperation with the Procurer or the Procurer's agent. However, as an entrepreneur the Contractor is not subject to direction regarding procedural aspects of performance of the contract, performing work instead independently. In particular, the Contractor is in no way organizationally integrated into University operations. No employee of the Procurer can validly require such.
2. Any General Terms and Conditions of the Contractor shall not be applied.
3. The Contractor agrees to refrain from any use or forwarding of confidential information or work results of which the Contractor should become aware during execution of the contractual work without the express consent of the Procurer, even after ending of the contract.
4. Where applicable, the Contractor will store documents or other materials entrusted to the Contractor with due care, prevent viewing thereof by third parties and return these after completion of the work and expiration of the contract.
5. The results of the contractual work/services become the property of the Procurer.

**§ 2**

**Compensation and liability**

1. Compensation payable by the Procurer for services performed by the Contractor as per the order contract, and for conferral of the rights per §3 as applicable, shall be remitted either upon proper completion thereof (service contract/*Dienstvertrag*) or acceptance by the Procurer (production contract/*Werkvertrag*) following receipt of a verifiable invoice conformant with German legal requirements.
2. The Procurer pays the gross invoiced amount (i.e. including VAT). In international transactions however in which the Procurer is obligated to pay VAT at the official rate directly to the German tax authority under the 'reverse charge' procedure (for services or electronic deliveries worldwide) per § 3 a para. 2 in conjunction with § 13 b UStG (VAT Act), or pursuant to § 1a in conjunction with 3d UStG (deliveries within the EU), the Contractor only has claim to the net amount (without VAT) and is obligated to invoice the net amount. This invoice must also state the VAT identification numbers of both the Contractor and the Procurer<sup>1</sup>. If the Contractor does not have a VAT identification number, this must be stated on the invoice. If a Contractor domiciled in Germany is VAT-exempt pursuant to the UStG, this must be indicated on the invoice. Invoices must in any case be issued in conformity with § 14 and § 14a UStG.
3. Irrespective of the provisions per no. 2, the Contractor is responsible for the fulfillment of any and all tax and social security obligations accruing by virtue of this contract.  
If the Contractor is a natural person or partner in a GbR partnership, the Contractor must furthermore clarify with the competent pension insurance administration whether pension insurance contributions are due on/for compensation under this contract and make such pension contributions as applicable.
4. Irrespective of the fundamental obligations per nos. 2 and 3 above, the Procurer is authorized to report compensation amounts paid to the tax authority and other competent authorities.
5. This contract does not give rise to any employment relationship or other obligations on the part of the Procurer, including particularly any liability on the part of the Procurer for personal injury, property damage or financial losses suffered by the Contractor in connection with performance of the contract barring intent or gross negligence, including with regard to loss of life and bodily injury/harm.

**§ 3**

**Rights of use**

1. To the extent of any copyrights or other intellectual property rights accrue to the Contractor in the course of the works commissioned in performance of contract, the Contractor irrevocably grants exclusively to the Procurer, for the duration of the period of copyright or other intellectual property protection, rights which are non-expiring and unlimited with regard to content and geographic scope and are solely transferable by the Procurer to duplicate, distribute, edit, and redesign the works in question and to make these publicly available in unlimited quantities.

Where the work result concerned is software, the Contractor grants to the Procurer all of the abovementioned rights to both the object code and the source code of the software.

The Contractor furthermore grants to the Procurer rights to use the work results in any manner, both directly and indirectly via third parties, in changed or unchanged form.

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<sup>1</sup>The VAT identification number of the University of Bonn is: **DE122119125**.

If the Contractor utilizes third parties for performance of all or any portion of the contract, including freelance subcontractors, the Contractor agrees to undertake all steps necessary to ensure that the Procurer acquires the specified rights.

The agreed contractual fees include and constitute payment for the granting/transferral of rights.

2. § 3 does not apply with regard to courses, training sessions, seminars, lectures or presentations of any nature.

**§ 4**

**Duration and termination**

1. This contract is effective upon placing the order and ends when all contractual services have been performed.
2. No obligation arises for the Contractor from this contract to accept any future orders or enter into performance obligations.
3. The contracting parties both have the right to terminate the contract on an early basis if one of the contract partners, despite a previous explicit warning and setting of a compliance deadline, continues to violate primary contractual obligations, and otherwise for cause. Notice of termination must be given in writing.

**§ 5**

**Concluding provisions**

1. No verbal collateral agreements have been made. The contracting parties agree that any amendments or addenda to this contract shall be implemented in writing.
2. Should a provision of the contract become invalid, the remaining provisions and the contract as a whole shall remain thereby unaffected. The contracting parties agree to replace any invalid provision with one which fulfils the intended purpose behind the invalid provision to the closest possible extent. The above shall equally apply regarding any contract gaps or loopholes or in case a provision of the contract becomes impracticable.
3. German Civil Code furthermore applies.

**§ 6**

**Applicable law, place of fulfillment, place of jurisdiction**

This contract shall be governed by German law. The place of fulfillment and place of jurisdiction shall be Bonn.